ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

Sandra Rivera
Agency Director

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Hayward, California
94544-1215

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www.acgov.org/cda

Agenda Item_____ June 3, 2025

May 20, 2025

Honorable Board of Supervisors
Administration Building
1221 Oak Street, Suite 536
Oakland, California 94612

Dear Board Members:

SUBJECT: ADOPT A RESOLUTION FINDING IT WOULD BE COMPETITIVELY UNAVAILING TO COMPETITIVELY BID PHASE 2 OF THE LORENZO THEATER FIRE REHABILITATION AND FAÇADE RENOVATION PROJECT; AWARD A CONSTRUCTION CONTRACT (PROCUREMENT CONTRACT NO. 28547) TO PLANT CONSTRUCTION COMPANY, L.P.; AMOUNT: $17,807,744

RECOMMENDATIONS:

A. Adopt a Resolution to waive the competitive bidding process for Phase II of the Lorenzo Theater Fire Rehabilitation and Façade Renovation Project, finding that it would be competitively unavailing and impractical to have a new contractor working on Phase II of the Project;

B. Award a construction contract (Procurement Contract No. 28547) to Plant Construction Company, L.P. (Principal: Chris Rivielle; Location: San Francisco) for fire-rehabilitation and façade renovation construction services for the Lorenzo Theater in the amount of $17,807,744 and for an approximate term of 6/3/2025 through 12/31/2026;

C. Approve a Supplemental Work Allowance in the amount of $1,780,774 for a total contract not-to-exceed amount of $19,588,518 and authorize the Director of the Community Development Agency, or her designee, to issue change orders, as necessary up to $210,000 each (up to $1,780,774), in accordance with the Public Contract Code Section 20142 against the Supplemental Work Allowance; and

D. Delegate Authority to the Director of the Community Development Agency, or her designee, to execute the contract documents, subject to review and approval as to form by County Counsel, and submit an executed copy to the Clerk of the Board for filing; and

E. Authorize the Auditor-Controller to make the related budget adjustment.

DISCUSSION/SUMMARY:

On June 23, 2020 (Item No. 24), your Board adopted Resolution No. 2020-259, finding that an emergency existed at the Alameda County-owned Lorenzo Theater (Theater), located at 16080 Hesperian Boulevard, San Lorenzo, due to a significant fire. There was a second fire in the Theater interior on October 23, 2020, due to a prior contractor's activities.

On December 8, 2020 (Item No. 158), your Board retroactively approved Procurement Contract No. 21467, in the amount of $360,940, with Plant Construction Company, L.P. (Plant) for the Lorenzo Theatre Fire Rehabilitation Project (Project) for emergency fire-related repairs including a temporary roof structure to protect the historic murals, installation of a new roof, scaffolding, charred wood repair, new electrical service, demolition of fire damaged interior, seismic strengthening, new steel trusses, removal of temporary shoring and exterior paint. The Plant emergency contract was amended by ten construction change orders for a final contract sum of $5,060,642.

On February 7, 2023 (Item No. 26, Resolution No. 2020-259) your Board terminated the emergency. The new roof, trusses, and seismic upgrade allowed the building to be safely entered for further construction activities.

Although the emergency-related fire rehabilitation work is now complete, there remains substantial fire-related interior and exterior renovations to be performed in Phase II of the Project, including: mural restoration and conservation, ceiling and wall reconstruction, interior wall reconstruction, bathroom reconstruction, interior paint, lighting, heating, ventilation, air conditioning, elevator, electrical, fire sprinklers, fire alarm, building alarm, and exterior door reconstruction to address further fire-related damage and to comply with current building code requirements regarding accessibility. Additionally, there is non-fire related historic preservation work necessary at the front entrance of the Theater, including restoration of the marquee, tower, ticket booth, and poster cases. This historic preservation work is not covered by insurance but rather secured by Tier 1 funding approved by your Board on November 11, 2022 (Item No. 17). Plant provided a detailed bid with sub-contractor pricing for Phase II work. Plant is required to adhere to the County procurement policies in the Countywide Project Stabilization/Community Benefits Agreement (PS/CBA) and Labor Compliance Monitoring Services will be performed by Davillier-Sloan.

Given the special knowledge Plant gained during the Phase I emergency work regarding the unique features of the Theater, it would be competitively unavailing, undesirable and impractical to have a new contractor working on the Project, which would result in inefficiencies, loss of economies of scale, and the risk of additional delays. Therefore, continuing with Plant for the second phase of the Project is recommended.

The Project is categorically exempt from review under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines, Article 19, Section 15331 ("projects limited to maintenance, repair, stabilization, rehabilitation, restoration, preservation, or reconstruction of historical resources in a manner consistent with the Secretary of the Interior's Standards for the

Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring, and Reconstructing Historic Buildings (1995), Weeks and Grimmer.") The Project has been determined to comply with the Secretary of the Interior's Standards (SOIS) in a Memorandum by Architectural Resources Group dated May 5, 2023.

On June 8, 2021 (Item No. 30), your Board authorized the transfer of $250,000 from FY 2021 (and subsequent FYs) of ECD's General Fund to a miscellaneous designation fund established to preserve funds for costs not covered by insurance. On November 22, 2022 (Item No. 17, R-2022-583F), your Board authorized the reallocation of $4,400,000 in Tier 1 funds, which included $2,300,000 for the Theater and $1,350,000 for the San Lorenzo Commercial Kitchen and $750,000 to the Hayward Acres Family Resource Center. On April 4, 2023 (Item No. 71) your Board approved the use of $750,000 for the Hayward Acres Family Resource Center. The remaining reallocated Tier One funds ($3,650,000) were placed in a miscellaneous designation account and, along with prior year budget allocations ($500,000) and remaining insurance advances received to date ($4,184,673). These funds, along with current FY funds in the amount of $884,090, will be used to pay for costs associated with the Plant Construction contract for a total of $9,218,763. The San Lorenzo Commercial Kitchen may be integrated into the Lorenzo Theater or an adjacent development in some capacity in the future to respond to the desire for this community asset. An additional $8,588,981 will be required to complete the Project. ECD will submit invoices to the insurance carrier for review, carrier will make a determination related to coverage and will reimburse accordingly. It is expected that the County share for the $17.8M Project is approximately $3.6M and the Insurance share is approximately $14.2M. Final amounts allocated to both parties will depend on change orders and allowances, including tariff considerations.

The anticipated timeframe to complete this work is 480 days, and it is expected to be completed by December 2026. It is recommended that your Board award the contract for Phase II of the construction of the Theater to Plant. During this phase of construction activities, ECD will develop a Request for Proposal and issue this to potential developers that would be interested in partnering on a re-use of the Theater as an entertainment venue that is community-serving, which may include components such as film theater, live entertainment, banquet reception hall, restaurant or brewery.

SELECTION CRITERIA / PROCESS:

The contract for repairs was initially procured pursuant to the Board's finding of an emergency under Public Contract Code Section 1102 and waiver of competitive procurement requirements pursuant to Public Contract Code Sections 22035 and 22050.

While work associated with the contract for emergency repairs has been completed, additional work remains for which a competitive solicitation would be competitively unavailing for the County. The law provides an exception to the statutory construction procurement requirements where it would be competitively unavailing to conduct a competitive procurement. Post-emergency repair and rehabilitation work will be done by contract with Plant pursuant to finding of competitive unavailability to conduct competitive solicitation for this work. Public Contract Code section 22032 allows a narrow exception to the competitive procurement requirements when public competitive procurement would be futile, undesirable or impractical

and would cause additional delay and additional cost (Graydon v. Pasadena Redevelopment Agency (1980) 104 Cal.App.3d 631, 645).

Construction contracts are exempt from Small, Local, Emerging Business (SLEB) and Sole Source requirements.

FINANCING:

Property loss claims are covered through the County's self-insurance pool (Public Risk Innovation, Solutions, and Management) property program participation. The partial funding for this contract and the corresponding appropriation increase is included in the Miscellaneous Designation under the following sub-categories: Lorenzo Theater Fire Project ($4,184,673), Lorenzo Theater Rehabilitation/Reuse Project ($2,300,000), Commercial Kitchen Project ($1,350,000) and Lorenzo Theater Improvement Project ($500,000). The remaining ($884,090) is included in CDA's FY24-25 Budget and ($8,588,981) will be in subsequent fiscal years. There is no net County cost as a result of this action.

VISION 2036 GOAL:

The repair and remediation work meets the 10X goal of **Accessible & Integrated Infrastructure** in support of our shared visions of **Safe & Livable Communities** and a **Prosperous & Vibrant Economy**.

Very truly yours,

DocuSigned by:
Sandra Rivera
14C21[illegible]5RGDF437...

Sandra Rivera, Director
Community Development Agency

cc: Susan Muranishi, County Administrator
Donna R. Ziegler, County Counsel
Melissa Wilk, Auditor-Controller
Andrea L. Weddle, Office of the County Counsel
Adam Sege, County Administrator's Office
Lucy Romo, Community Development Agency
Lucretia Akil, Risk Management

RESOLUTION NUMBER: 2025-251

A RESOLUTION WAIVING THE COMPETITIVE PROCUREMENT PROCESS FOR PHASE II OF THE FIRE REHABILITATION AND FAÇADE RENOVATION PROJECT AT THE COUNTY-OWNED LORENZO THEATER, 16080 HESPERIAN BOULEVARD, SAN LORENZO, UNINCORPORATED ALAMEDA COUNTY, AND FINDING THAT COMPETITIVE PROCUREMENT WOULD BE COMPETITIVELY UNAVAILING, WOULD NOT PRODUCE AN ADVANTAGE, AND WOULD NOT BE IN THE PUBLIC INTEREST, AND DESIGNATING PLANT CONSTRUCTION COMPANY, L.P. OF SAN FRANCISCO, CA AS THE GENERAL CONTRACTOR FOR THE PHASE II OF THE PROJECT

WHEREAS, on June 5, 2020, the historic Lorenzo Theater (the Theater), located at 16080 Hesperian Boulevard in San Lorenzo, unincorporated Alameda County, was extensively damaged by a fire of unknown origin that harmed the structural integrity of the Theater and necessitated the immediate installation of shoring, removal of debris, historic mural stabilization, and roof installation; and

WHEREAS, the Theater is owned by the County of Alameda and is listed on the California Registry of Historic Buildings; and

WHEREAS, the County passed Resolution No. 2020-259 on June 23, 2020, finding an emergency existed, waiving competitive procurement requirements, and authorizing contracting on an emergency basis to prevent or mitigate the loss or impairment of life, health, or property at the Theater; and

WHEREAS, the County entered into Contract No. 21467 dated November 20, 2020 (Contract) with Plant Construction Company, L.P. (Plant) in the amount of $360,964 for fire rehabilitation construction services for the Theater; and

WHEREAS, the Plant emergency contract was amended by ten construction change orders for a final contract sum of $5,060,642; and

WHEREAS, the County terminated the emergency contracting Resolution No. 2020-259 on January 24, 2023 ending the emergency; and

WHEREAS, the County and Plant mutually desire to enter into a new construction contract to provide for non-emergency fire-related rehabilitation including mural conservation, ceiling, and wall reconstruction, paint, lighting, heating, ventilation, and air conditioning, electrical and finish carpentry including doors, windows, ticket booth reconstruction, and marquee and tower rehabilitation to support the re-use of the Theater as a live music/restaurant venue; and

WHEREAS, notwithstanding Public Contract Code section 22032 California courts allow a narrow exception to the competitive procurement requirements in circumstances in which public competitive procurement would be futile, undesirable or impractical, and would cause additional delay and additional cost (*Los Angeles Dredging Company v. City of Long Beach* (1930) 2 Cal. 348; *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631, 645); and

WHEREAS, California law provides that, "Where competitive proposals work an incongruity and are unavailing as affecting the final result or where they do not produce any

advantage the statute requiring competitive bidding does not apply" (*Hiller v. City of Los Angeles* (1961) 197 Cal.App.2d 685,694); and

WHEREAS, conducting a competitive procurement for fire-rehabilitation repairs and façade improvements at the Theater would not be advantageous to the County as having multiple contractors working in the same area would add to the total cost of the project and create significant delays which would also add to the project cost; and

WHEREAS, given the special knowledge Plant gained regarding the unique features of the Theater while performing the Phase I emergency work, it would be competitively unavailing, undesirable and impractical to have a new contractor working on the Project, which would result in inefficiencies, loss of economies of scale, and the risk of additional delays and further bidding would not produce an advantage to the County;

NOW, THEREFORE, BE IT RESOLVED that based on evidence presented at its duly-noticed and regularly scheduled meeting the Board of Supervisors hereby finds that it would be competitively unavailing for the County to competitively procure the additional fire rehabilitation and façade improvement work for Phase II of the Project at the Theater.

The **FOREGOING** was **PASSED** and **ADOPTED** by the following vote of the County of Alameda Board of Supervisors this 3rd day of June, 2025, to wit:

AYES: Supervisors Fortunato Bas, Márquez, Miley, Tam & President Haubert - **5**

NOES: None

EXCUSED: None

David G. Haubert
David Haubert, President
Board of Supervisors

ATTEST:

CLERK OF THE BOARD

By: _____
Deputy

APPROVED AS TO FORM:

DONNA R. ZIEGLER, County Counsel

By: DocuSigned by: Andrea L. Weddle
Andrea L. Weddle
Chief Assistant County Counsel

FINANCIAL RECOMMENDATION **AGENDA DATE:** 6/3/2025

Subject of Board Letter: Adopt A Resolution Finding It Would Be Competitively Unavailing To Competitively Bid Phase 2 Of The Lorenzo Theater Fire Rehabilitation And Façade Renovation Project; Award A Construction Contract (Procurement Contract No. 28547) To Plant Construction Company L.P.; Amount: $17,807,744

BY: 2025 **FUND:** 10000

The use of Designations, as follows:

NAME OF DESIGNATION	ORG	AMOUNT
San Lorenzo Theater Fire Project Designation	349900	$4,184,673
San Lorenzo Theater Rehabilitation/Reuse Project	349900	$2,300,000
San Lorenzo Theater Improvement Project	349900	$500,000
Commercial Kitchen Project	349900	$1,350,000
	TOTAL	$8,334,673

The increase (decrease) in anticipated revenue, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
			ORG TOTAL	$0

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
			ORG TOTAL	$0
			GRAND TOTAL ANTICIPATED REVENUE	**$0**

The increase (decrease) in appropriations, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
260920	610000	00000		$8,334,673
			ORG TOTAL	**$8,334,673**

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
			ORG TOTAL	
			GRAND TOTAL APPROPRIATION	**$8,334,673**

FINANCIAL RESOLUTION R-2025-252

FILE NUMBER: 31506

MEETING DATE: 6/3/2025

ITEM NUMBER: 44

BY: 2025

FUND: 10000

The increase (decrease) in anticipated revenue, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT

ORG TOTAL $0

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT

ORG TOTAL $0

GRAND TOTAL ANTICIPATED REVENUE $0

The increase (decrease) in appropriations, as follows:

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT
260920	610000	00000		$8,334,673

ORG TOTAL $8,334,673

Informational

ORG	ACCT	PROG	PROJ/GR	AMOUNT

ORG TOTAL $0

GRAND TOTAL APPROPRIATION $8,334,673

Community Dev'l

THE FOREGOING was **PASSED** and **ADOPTED** by a majority vote of the Alameda County Board of Supervisors this **6th** day of **June 2025**, to wit:

AYES: Supervisors Fortunato Bas, Márquez, Tam, Miley, & President Haubert - **5**

NOES: None - 0

EXCUSED: None - 0

David J. Haubert

PRESIDENT, BOARD OF SUPERVISORS

File No: **31506**
Agenda No: **44**
Document No: **R-2025-252**

I certify that the foregoing is a correct copy of a Resolution adopted by the Board of Supervisors, Alameda County, State of California

ATTEST:
Clerk, Board of Supervisors

By: _____
Deputy

DOCUMENT 00 52 13

AGREEMENT FORM – STIPULATED SUM (SINGLE-PRIME CONTRACT)

THIS AGREEMENT IS MADE AND ENTERED INTO THIS 24th DAY OF June, 2025, by and between the County of Alameda ("County") and Plant Construction Company, L.P. ("Contractor") ("Agreement").

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

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

   PROJECT: Lorenzo Theater Fire Rehabilitation and Façade Renovation Project

   ("Project" or "Contract" or "Work")

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

2. **The Contract Documents**: The complete Contract consists of all Contract Documents as defined in the General Conditions and incorporated herein by this reference. Any and all obligations of the County and Contractor are fully set forth and described in the Contract Documents. All Contract Documents are intended to cooperate so that any Work called for in one and not mentioned in the other or vice versa is to be executed the same as if mentioned in all Contract Documents.

3. **Interpretation of Contract Documents**: Should any question arise concerning the intent or meaning of Contract Documents, including the Drawings or Specifications, the question shall be submitted to the County for interpretation. If a conflict exists in the Contract Documents, modifications, beginning with the most recent, shall control over this Agreement, which shall control over the Special Conditions, which shall control over the General Conditions, which shall control over the remaining Division 00 documents, which shall control over Division 01 Documents, which shall control over Division 02 through Division 49 documents, which shall control over figured dimensions, which shall control over large-scale drawings, which shall control over small-scale drawings. In no case shall a document calling for lower quality and/or quantity material or workmanship control. The decision of the County in the matter shall be final.

4. **Time For Completion**: It is hereby understood and agreed that the work under this contract shall be completed within Four Hundred and Twenty Five (425) consecutive calendar days ("Contract Time") from the date specified in the County's Notice to Proceed.

Contractor acknowledges that time is of the essence with respect to the Completion of the Work and the performance of this Agreement and that the County will be damaged by any delay in completing any of the major phases of the Project listed in paragraphs 4.1, 4.2, and 4.3 below. Therefore, Contractor accepts the following Completion obligations:

4.1 Contractor shall achieve Final Completion no later than Four Hundred and Twenty Five (425) calendar days after the commencement date set forth in the Notice to Proceed ("Contract Time")

4.2 Following the issuance by the permitting agency of a permit allowing the Contractor to commence construction of the Project, the Contractor shall update the Project Schedule in accordance with Document 00 72 13 (General Conditions). The County is under no obligation to accept an updated Project Schedule that shows Contractor achieving Final Completion later than the time specified in Paragraph 4.1 of this Document 00 52 00.

4.3 In addition to achieving Final Completion, Contractor shall fully cooperate with the County so that the County may obtain all necessary Regulatory Agency approvals required to operate the Project.

5. **Completion-Extension of Time**: Should the Contractor fail to complete this Contract, and the Work provided herein, within the time fixed for completion, due allowance being made for the contingencies provided for herein, the Contractor shall become liable to the County for all loss and damage that the County may suffer on account thereof. The Contractor shall coordinate its work with the Work of all other contractors. County shall not be liable for delays resulting from Contractor's failure to coordinate its Work with other contractors in a manner that will allow timely completion of Contractor's Work. Contractor shall be liable for delays to other contractors caused by Contractor's failure to coordinate its Work with the work of other contractors.

6. **Liquidated Damages**: It is hereby understood and agreed that it is and will be difficult and/or impossible to ascertain and determine the actual damage that County will sustain in the event of and by reason of Contractor's delay; therefore, Contractor agrees that it shall pay to the County the sum of One Thousand Five Hundred dollars ($1,500) per day as liquidated damages for each and every day's delay beyond the time herein prescribed in finishing the Work (refer to Specification Section 01 11 00, Item 1.13 "Phasing Schedule" for milestones applicable to the Liquidated Damages. It is hereby understood and agreed that this amount is not a penalty.

In the event any portion of the liquidated damages is not paid to County, County may deduct that amount from any money due or that may become due to the Contractor under

this Agreement. County's right to assess liquidated damages is as indicated herein and in the General Conditions.

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

7. **Indemnity:** To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), Contractor shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless County, Community Development Agency and its officers, agents, departments, officials, representatives and employees (collectively "Indemnitees") from and against any and all claims, loss, cost, damage, injury (including, without limitation, injury to or death of an employee of Contractor or its Subcontractors), expense and liability of every kind, nature and description (including, without limitation, incidental and consequential damages, court costs, attorneys' fees, litigation expenses and fees of expert consultants or expert witnesses incurred in connection therewith and costs of investigation) which arises out of or is in any way connected to the performance of this agreement (collectively "Liabilities") except where such Liabilities are caused solely by the negligence or willful misconduct of any indemnitee. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor to comply with any provision of law or the Contract Documents, including, without limitation, any stop notice actions or liens by the California Department of Labor Standards Enforcement. This indemnity obligation shall be for the full amount of all damages to County, including defense costs, and shall not be limited by any insurance limits.

7.1 Contractor shall defend (with legal counsel reasonably acceptable to the County), indemnify and hold harmless the Indemnitees from all loss, cost, damage, expense, liability or claims, in law or in equity, including attorneys' fees, court costs, litigation expenses and fees of expert consultants or expert witnesses, that may at any time arise for any infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons in consequence of the use by County, or any of the other Indemnitees, of articles or Services to be supplied in the performance of this Agreement.

7.2 Contractor shall place in its subcontracting agreements and cause its Subcontractors to agree to indemnities and insurance obligations in favor of County and other Indemnitees in the exact form and substance of those contained in this Agreement. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this Agreement, including, without limitation, requirements contained in Document 00 72 13 (General Conditions)

and Document 00 73 13 (Special Conditions). Contractor shall verify subcontractor's compliance.

8. **Loss Or Damage**: County and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen to the Work, or any part thereof, or in or about the same during its construction and before acceptance, and the Contractor shall assume all liabilities of every kind or nature arising from the Work, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold County and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever.

9. **Insurance and Bonds**: Contractor shall provide all required certificates of insurance and payment and performance bonds as evidence thereof.

10. **Prosecution of Work**: If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, County may, pursuant to the General Conditions and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

11. **Authority of Architect**: Contractor hereby acknowledges that the Architect has authority to approve and/or stop Work if the Contractor's Work does not comply with the requirements of the Contract Documents and all applicable laws. The Contractor shall be liable for any delay caused by its non-compliant Work.

12. **Assignment of Contract**: Neither the Contract, nor any part thereof, nor any moneys due or to become due thereunder, may be assigned by the Contractor without the written approval of the County, nor without the written consent of the Surety on the Contractor's Performance Bond (the "Surety"), unless the Surety has waived in writing its right to notice of assignment.

13. **Classification Of Contractor's License**: Contractor hereby acknowledges that it currently holds valid Type **B** Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

14. **Payment of Prevailing Wages**: The Contractor and all Subcontractors under the Contractor shall pay all workers on all Work performed pursuant to this Contract not less than the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work as determined by the Director of the Department of Industrial Relations, State of California, for the type of work performed and the locality in which the work Is to be performed within the boundaries of County, pursuant to §§1770 et seq. of the California Labor Code. Copies of the prevailing rate of per diem wages are on file

at the Alameda County General Services Agency, 1401 Lakeside Drive, Oakland, 8th Floor, California 94612, and will be made available to any interested party upon request.

14.1 The Contractor acknowledges and agrees that this project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. The following requirements apply to this contract:

14.1.1 No contractor or subcontractor may be listed on a proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code §1725.5 (with limited exceptions from this requirement for proposal purposes only under Labor Code § 1771.1(a)).

14.1.2 No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code § 1725.5.

15. **Contract Price**: In consideration of the foregoing covenants, promises, and agreements on the part of the Contractor, and the strict and literal fulfillment of each and every covenant, promise, and agreement, and as compensation agreed upon for the Work and construction, erection, and completion as aforesaid, County covenants, promises, and agrees that it will well and truly pay and cause to be paid to the Contractor in full, and as the full Contract Price and compensation for construction, erection, and completion of the Work hereinabove agreed to be performed by the Contractor, the following price:

Seventeen Million Eight Hundred Seven Thousand Seven Hundred Forty Four Dollars ($17,807,744.00)

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

16. **Construction Allowances and Contingencies.** Allowances and Contingencies included in Contractor's proposal are to be used with County approval only. Allowances and Contingencies are not allowed to be used for errors and omissions in contractor and subcontractor bids. Allowances and Contingencies remaining at the end of the construction will be deducted from the Contractor's contract amount.

If, after Contractor has submitted a proposed change order for allowance work pursuant to paragraph 17.7 of Document 00 72 13, Contractor and County are unable to agree on a contract price for an Allowance, the County may at its discretion elect to deduct such work from the Work in accordance with Document 00 72 13, paragraph 17.4 (Construction Change Directive).

Except for the Allowances for DIR Labor Rates and Tariffs, pricing of Allowance items shall be the sum of labor costs, material costs, equipment rental costs, specialist costs, and all other direct and actual costs plus overhead and profit as allowed in Document 00 72 13 (General Conditions). This limit applies for all Allowance items. Contractor shall not include, or be permitted to recover, as part of any Allowance other costs arising out of or connected with the performance of the Allowance Work.

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

18. **Contractor Registration**: Contractor represents that it is registered and qualified to perform public work pursuant to Labor Code § 1725.5. Contractor is required to maintain DIR registration as required by Labor Code § 1725.5, without interruption, as long as Contractor is performing work on the Project. Contractor is further obligated to ensure that subcontractors of every tier are registered with the DIR as required by Labor Code § 1725.5 as long as those subcontractors are performing work on the Project. Contractor will prohibit any unregistered subcontractor from performing work on the Project.

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

CONTRACTOR
PLANT CONSTRUCTION COMPANY, L.P.

BY:

PLANT/ALLISON CORPORATION
IT'S GENERAL PARTNER

By: DocuSigned by: 097E4C550CFE4AB...
Chris Rivielle, President
Plant Construction Company, L.P.

COUNTY OF ALAMEDA

By: DocuSigned by: Sandra Rivera
Sandra Rivera, Director
Community Development Agency

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

Approved as to form:

DONNA R. ZIEGLER, COUNTY COUNSEL

By: DocuSigned by: Andrea Weddle 655D28A8033A483...
Andrea L. Weddle
Chief Assistant County Counsel

END OF DOCUMENT

ALAMEDA COUNTY COMMUNITY DEVELOPMENT AGENCY

PLANT

LORENZO THEATRE

RECONSTRUCTION

June 4, 2025
Revised



SUBMITTED BY

Plant Construction Company, L.P.
Carsten Voecker
Vice President / Construction Manager
carstenv@plantco.com | 415.971.1427
300 Newhall Street
San Francisco, CA 94124



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01 COVER LETTER

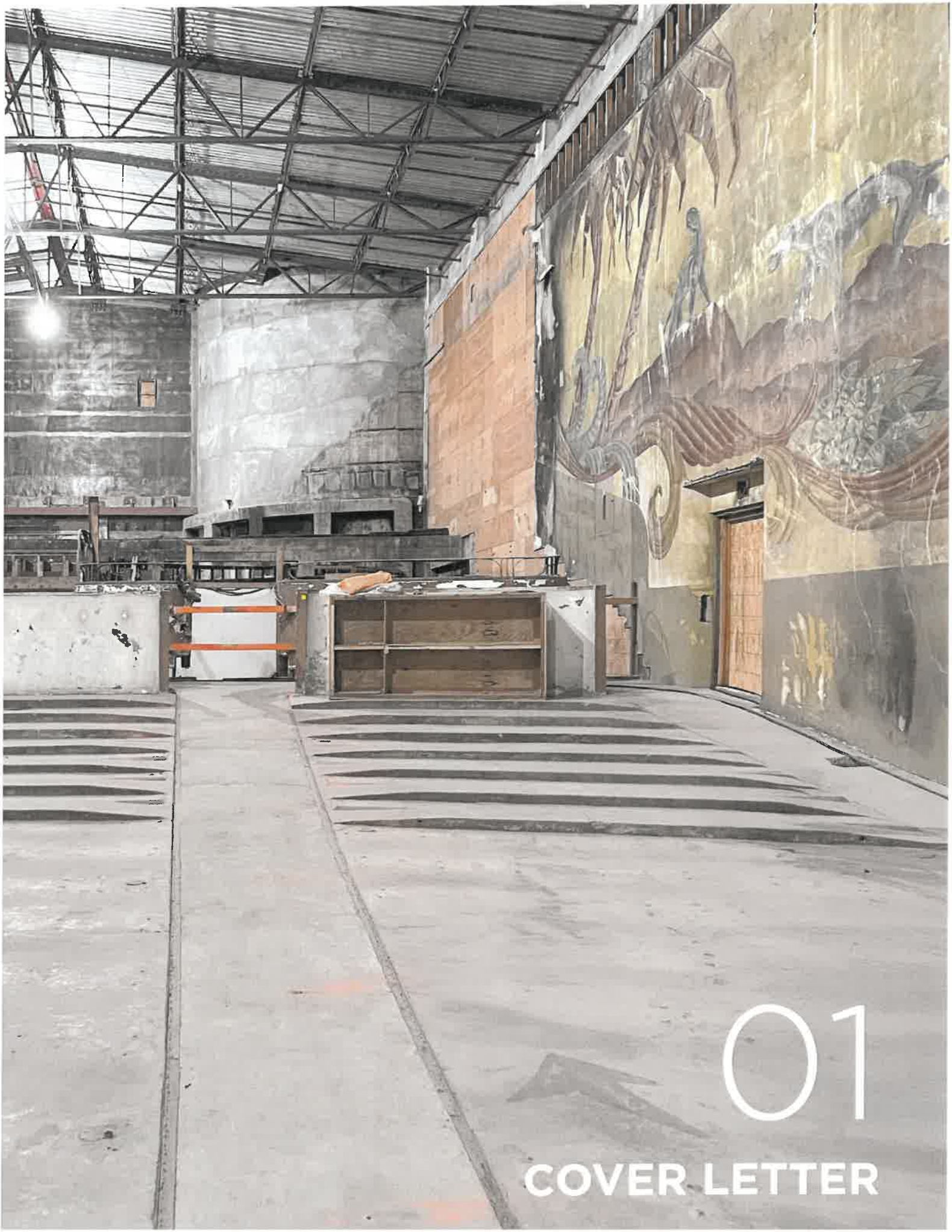
02 CONTRACTOR INFORMATION
LICENSEES AND NUMBERS, INSURANCE LIMITS, BONDING CAPACITY, AND SAFETY RECORD

03 COST PROPOSALS

04 PROPOSED SCHEDULES

05 SUBCONTRACTOR LIST
SUBCONTRACTOR LICENSE INFORMATION AND CONTACT INFORMATION

06 SIGNED ALAMEDA COUNTY FORMS



01

COVER LETTER

PLANT

May 2, 2025

Jaimie Orfanos
Alameda County Community Development Agency
224 Winton Avenue, #108
Hayward, California 94544

Re: Cover Letter
Lorenzo Theater Interior Reconstruction
16080 Hesperian Boulevard, San Lorenzo, California
PCCLP Project # 2024019

Dear: Jaimie

Thank you for inviting Plant Construction Company, L.P. to propose on the next phase of the Lorenzo Theatre's revitalization.

We are proud to reflect on more than four years of successful collaboration with Alameda County and the San Lorenzo community in developing this landmark building. From our early efforts to protect the historic murals with a temporary roof, through the completion of concrete repairs, seismic upgrades, mural stabilization, and the construction of new trusses and roofing, our commitment has remained focused on preserving and enhancing this unique structure.

Over the past year, we have worked closely with your team to refine the project scope, pricing, and subcontractor selections for the next phase. We are now eager to roll up our sleeves and begin the work.

Plant is excited to bring our passion for historic preservation and our extensive experience to this next chapter. Backed by a highly qualified and collaborative team—each of whom shares my personal commitment to this project—we are confident in our ability to make this phase a success.

We look forward to continuing our work with you. If you have any questions, please don't hesitate to contact me at (415) 971-1427.

Sincerely,

Carsten Voecker, AIA, DBIA
Vice President / Construction Managere

CMV:eb



02

CONTRACTOR INFORMATION

CONTRACTOR INFORMATION

COMPANY INFORMATION

300 Newhall Street
San Francisco, CA 94124
415.285.0500
plantconstruction.com

CONTRACTORS LICENSE

License No. 995375
Class: A, B, C-8
Expiration Date: 08/31/2026

INSURANCE LIMITS

Please see insurance certificate on the next page.

BONDING CAPACITY

Please see bonding capacity certificate on the next page.

SAFETY RECORD

Please see EMR rates on the next page.

INSURANCE LIMITS

Please see the next few pages.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/17/2025

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 SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
160 West Santa Clara Street
Suite 300
San Jose CA 95113

CONTACT NAME:
PHONE (A/C, No, Ext): 408-973-9500 **FAX (A/C, No):**
E-MAIL ADDRESS: GCSSFCerts@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : Steadfast Insurance Company	26387
INSURER C : XL Insurance America, Inc.	24554
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PLANCON-01
Plant Construction Company, L.P.
300 Newhall Street
San Francisco CA 94124

COVERAGES **CERTIFICATE NUMBER:** 955923891 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY	Y		71PKG8885820	11/1/2024	11/1/2025	EACH OCCURRENCE	$ 2,000,000
	CLAIMS-MADE [X] OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
	X Contractual Liab						MED EXP (Any one person)	$ 5,000
	X "XCU" Included						PERSONAL & ADV INJURY	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 4,000,000
	POLICY [X] PRO-JECT [X] LOC						PRODUCTS - COMP/OP AGG	$ 4,000,000
	X OTHER: Ded. $50,000							$
A	**AUTOMOBILE LIABILITY**	Y		71PKG8885820	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident)	$ 2,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	**UMBRELLA LIAB** X OCCUR	Y		US00095224LI24A	11/1/2024	11/1/2025	EACH OCCURRENCE	$ 5,000,000
	X **EXCESS LIAB** CLAIMS-MADE						AGGREGATE	$ 5,000,000
	DED X RETENTION $ $-0-						Drop Down Provision	$
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N			74WCI8942720	11/1/2024	11/1/2025	X PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)**	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Contractor's Pollution Liability Self-Insured Retention $25,000			EOC762913004	11/1/2024	11/1/2025	Each Occurrence / Aggregate	$2,000,000 / $2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Excess Liability provides follow-form coverage over the underlying General Liability, Automobile Liability and Employer's Liability policies.

PCCLP Job# 2024019: Lorenzo Theater Interior Reconstruction, 16080 Hesperian Blvd., San Lorenzo, CA 94580

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives as required by contract documents executed with Plant Construction Company, L.P. prior to the date of loss are included as Additional Insureds on all policies (except Pollution Liability, Workers' Compensation and Employer's Liability Insurance) for both ongoing and completion operations on a primary and non-contributory basis per attached Endorsements CG20100704, CG20370704, CG20010413, 00CA0070001013, CA04491116 and CXU4200715.
See Attached...

CERTIFICATE HOLDER

County of Alameda
Community Development Agency
16080 Hesperian Blvd.
San Lorenzo CA 94580

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: PLANCON-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Arthur J. Gallagher Risk Management Services, LLC	Plant Construction Company, L.P. 300 Newhall Street San Francisco CA 94124
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Thirty Days' Advance Notice of Cancellation (except for reason of non-payment of premium at ten days) to Certificate Holder per attached Endorsement 00ML0087001110.

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POLICY NUMBER: 71PKG8885820

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT COVERAGE AFFORDED TO THESE ADDITIONAL INSURED PARTIES WILL BE PRIMARY TO, AND NON-CONTRIBUTORY WITH, ANY OTHER INSURANCE AVAILABLE TO THAT PERSON OR ORGANIZATION	PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

© ISO Properties, Inc., 2004

POLICY NUMBER: 71PKG8885820

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT COVERAGE AFFORDED TO THESE ADDITIONAL INSURED PARTIES WILL BE PRIMARY TO, AND NON-CONTRIBUTORY WITH, ANY OTHER INSURANCE AVAILABLE TO THAT PERSON OR ORGANIZATION	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

© ISO Properties, Inc., 2004

POLICY NUMBER: 71PKG8885820

COMMERCIAL GENERAL LIABILITY
CG 20 01 04 13

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2012

Lorenzo Theatre Reconstruction

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person(s) or Organization(s):
ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED IN A WRITTEN CONTRACT, THAT SUCH PERSON OR ORGANIZATION IS AN ADDITIONAL INSURED ON THIS POLICY.

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

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 71PKG8885820

Named Insured: PLANT CONSTRUCTION COMPANY, L.P.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 11/1/2024

POLICY NUMBER: 71PKG8885820

COMMERCIAL AUTO
CA 04 49 11 16

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

© Insurance Services Office, Inc., 2016

Lorenzo Theatre Reconstruction

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least **30** days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 71PKG8885820 & 74WCI8942720

Named Insured: **Plant Construction Company, L.P.; et al.**

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 11/01/2024

Endorsement No.: **3**

Effective Date: **November 01, 2024** Issue Date:

Attached to and forming part of Policy No.: **US00095224LI24A**

Issued To: **Plant Construction Company, L.P.**

By: **XL Insurance America, Inc.**

Amendment to Condition J. Other Insurance Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Excess Liability Policy

SECTION V – CONDITIONS, Condition J. is deleted in its entirety and replaced by the following:

J. **Other Insurance**

1. If other valid and collectible insurance is available to you covering a "Loss" also covered by this policy, other than a policy that is specifically written to apply in excess of this policy, the insurance afforded by this policy shall apply in excess of and will not contribute with such "Other Insurance".

2. However, if you have agreed in a written contract with another person or organization that this policy shall be primary and non-contributory with such other person or organization's coverage, then this policy will respond as primary and non-contributory but only with respect to damage arising out of insured operations or work on your behalf performed under such written contract.. When this provision applies, the coverage available to the other person or organization will be the lesser of this policy's Limits of Insurance or the minimum limits required by such written contract but only if such person or organization is included under the coverage provided by all policies shown in Item 4. Underlying Insurance of the Declarations.

All other terms, conditions, definitions and exclusions of this policy remain unchanged.

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BONDING LIMITS

Please see the next few pages.

CNA SURETY

San Francisco Branch
2121 N. California Blvd., Ste. 760
Walnut Creek, CA 94596

April 10, 2025

Re: Plant Construction Company, L.P

To Whom It May Concern:

This letter is to advise you that Western Surety Company, an A+ XV rated Surety headquartered in Chicago, IL, a division of C.N.A. Surety Group, has provided the Bid, Performance & Payment bonds for Plant Construction Company, L.P. for over 15 years. Western Surety has never placed a bonding "cap" on Plant Construction and has approved single bonds in excess of $650 million with an aggregate bond line of $750 million. Plant Construction's current available bonding capacity is sufficient to provide both 100% performance and payment bonds for their cost proposal for the above referenced project.

There has never been a claim or default on any project for this fine firm. Western Surety will provide Performance and Payment Bonds in accordance with the requirements of a contract. As is customary within the Surety industry, the execution of any bonds would be subject to, but not necessarily limited to receipt and favorable review of all contract terms and conditions, bond forms, confirmation of project financing and all current underwriting information needed the time of request for bonds.

Western Surety Company is an admitted California Surety currently listed in the Federal Register and complies with the provisions of the Civil Code of Procedure, Section 995.120.

If we can provide any further assistance, please do not hesitate to call upon us.

Western Surety Company

By: Kathleen Earle

Kathleen Earle, Attorney-in-Fact
415-399-6349

WESTERN SURETY COMPANY ★ CORPORATE SEAL ★ SOUTH DAKOTA ★

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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 Contra Costa)

On APR 10 2025 before me, Lucy Michelle Dunham, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Kathleen Earle,
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

LUCY MICHELLE DUNHAM
Notary Public - California
Contra Costa County
Commission # 2473818
My Comm. Expires Nov 27, 2027

Signature Lucy Michelle Dunham
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this 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: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles R Shoemaker, Kathleen Earle, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Yvonne Roncagliolo, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Erica Li, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, Nathalia P Sholl, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of December, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 30th day of December, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 10th day of April, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Form F4280-6-2023

Lorenzo Theatre Reconstruction

SAFETY RECORDS

Please see the next few pages.

Arch Insurance Company®
a member company of Arch Insurance Group

www.archinsurance.com

One Sansome Street
14th Floor
San Francisco, CA 94104

T 415.490.9700
F 415.490.9600

October 14, 2024

Plant Construction Company, L.P.
Workers' Compensation Experience Modification Rate (EMR) Most Recent Five Policy Years/Rating Periods November 1, 2020, 2021, 2022, 2023 and 2024
Arch Insurance Company's Contact Information

To Whom It May Concern:

This letter serves to confirm that Plant Construction Company, L.P.'s Workers' Compensation Experience Modification Rate as per attached Experience Rating Worksheets from WCIRB for their most recent five (5) policy years are:

Policy Year	CA Intrastate Rate
2024	82%
2023	77%
2022	79%
2021	96%
2020	84%

They have been insured with Arch Insurance Company (admitted carrier licensed in the State of California, A.M. Best Rated A+ XV) for their workers compensation since November 1, 2004 and remain insured with us for that coverage.

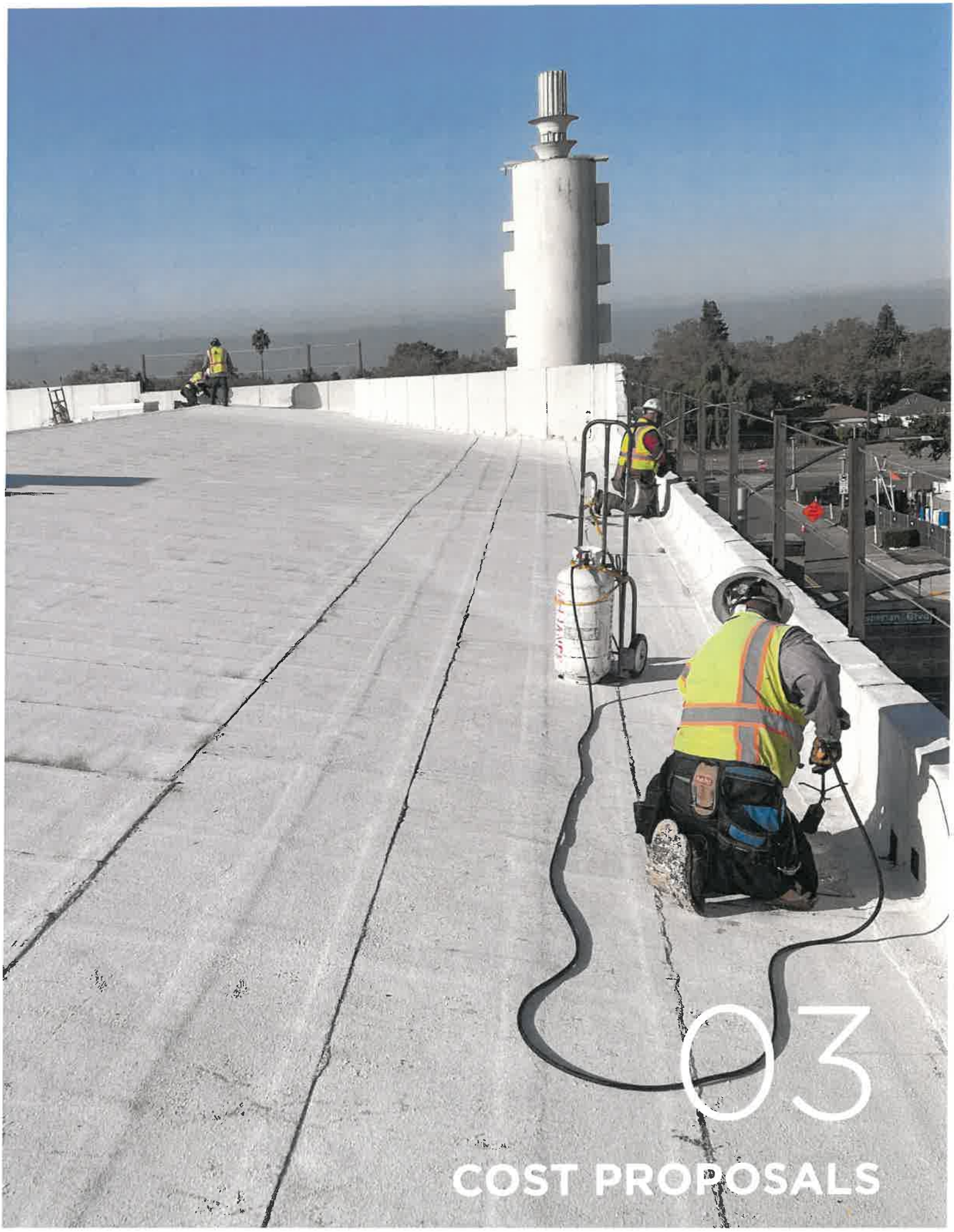
Please find our mailing address and phone number at the top of the page.

If additional documentation is required, please call me at 415-490-9692.

Very truly yours,

Kevin Boehm

Kevin Boehm, Construction AVP
Arch Insurance Group
One Sansome Street, 14th Floor
San Francisco CA 94104



03

COST PROPOSALS

PLANT

San Lorenzo Theater
Interior Reconstruction Bid Set

16080 Hesperian Boulevard
San Lorenzo, California

Quotation #4 – *Revision 4*
Lump Sum Quote
Project No. 2024019

May 16, 2025

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SUBMITTED TO:

Jaimie Orfanos
Alameda County Community Development Agency
224 W. Winton Avenue
Hayward, California 94544
jaimie.orfanos@acgov.org

SUBMITTED BY:

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1 Quotation Narrative

INTRODUCTION

Lorenzo Theater interior reconstruction consisting of but not limited to: new five tier Bowl floor, seven tier balcony, two-stop elevator, two ADA lifts, interior improvements, three restrooms, HVAC, plumbing, fire sprinkler, life safety systems, lighting, lighting controls, electrical distribution, underground site utilities. Restoration of Marquee, tower sign, entrance canopy, and ticket booth.

Base Tenant Improvements:	$16,537,881.00
Marquee, Tower & Ticket Booth:	$ 1,275,209.00
GC Bond Adjustment Amount:	($5,346.00)
Total Lump Sum Quoted Amount:	**$17,807,744.00**

BASIS FOR QUOTATION

This Quotation is based on the following documents entitled, "Interior Reconstruction Bid Set":

- Title and Architectural drawings T0.00, T0.01, T0.02, T0.03, T0.04, T0.05, T0.06, T0.07, T0.08, T0.09, T0.10, T0.12, T0.13, A1.00, AD1.01, AD1.02, AD2.01, AD2.02, A1.01, A1.01A, A1.02, A1.03, A1.21, A1.22, A1.03, A1.21, A1.22, A2.01, A2.02, A3.01, A3.02, A3.02, A4.01, A4.02, A5.01A, A5.01B, A5.01C, A5.01D, A5.02, A5.03, A6.01, A6.02, A7.01, A7.02, A7.03, A7.04, A8.01, A8.02, A8.04, A8.05, A9.01, A9.02, A9.03, A9.04, A9.05, A10.1, A10.2, A10.3, A10.4, and A10.5 dated January 31, 2024, prepared by Architectural Resources Group, Inc.
- Civil drawings 1 of 7, 2 of 7, 3 of 7, 4 of 7, 5.1 of 7, 5.2 of 7, 7 of 7 (Noted as C1.0, C2.0, C3.0, C4.0, C5.0, C5.2 and C6.0 in the Index of Drawings) January 31, 2024, prepared by CSW|ST2.
- Structural drawings S1.01, S1.02, S1.03, S1.04, S2.01, S2.02, S2.03, S2.04, S2.05, S2.06, S3.01, S3.02, S3.03, S4.01, S5.01, S5.02, S6.01, S6.02, S6.03, S7.01, S7.02, S7.03, S7.04, S8.01, and S8.02, dated January 31, 2024, prepared by SOHA Engineers.
- Mechanical drawings M0.01, M0.02, M0.03, M0.04, M2.01, M2.01A, M2.01B, M2.0.2, M2.03, M2.03A, M2.03B, M2.04, M3.01, M3.02 and M4.01, dated January 31, 2024, by Taylor Engineers.
- Plumbing drawings P0.01, P0.02, P1.01, P1.02, P2.00, P2.01, P2.02, P2.03, P3.01, P4.01, P4.02, P5.01, P5.02 and P5.03, dated January 1, 2023, prepared by Taylor Engineers.
- Electrical drawings E-1, E-2, E-3, E-4, E-5, E-6, E-7, E-8, E-9, E-10, E-11, E-12, E-13, E-14, E-15, E-16, E-16, E-17, E-18, E-19, E-20, E-21 and E-22 dated January 31, 2024, prepared by DTN Engineers.
- Lighting drawings LD0.10, LD0.20, LD0.30, LD1.01, LD1.02, LD2.01, LD2.02, and LD3.01 dated January 31, 2024, prepared by DTN Engineers.
- Interior Reconstruction Technical Specifications "Lorenzo Theater" dated January 31, 2024, by Architectural Resources Group.
- Addendum No. 01 dated March 25, 2024, by Architectural Resources Group.
- Construction Schedule dated April 12, 2024, by Plant Construction Company, L.P.

ALTERNATES

1.	Add inverter for theatrical controls.	ADD: $140,000.00 accepted:_____ rejected: X
2.	Lighting controls to change from 0-10V to DMX.	ADD: $108,000.00 accepted:_____ rejected: X

ALLOWANCES

These allowances are included for items about which insufficient information is available at this time. When sufficient information is made available, the actual cost will be substituted for each allowance by work order or change order. Allowance amounts are assumed to represent Contractor's cost.

1.	*DIR labor rate cost increases posted on or after May 16, 2025 as provided in item 21 of the Notes and Clarifications Section Below*	*$300,000.00*
2.	*Increased prices for construction materials directly resulting from U.S. tariffs imposed after January 20, 2025, valid as of the date of purchase, and not rescinded, invalidated or nullified prior to final payment as provided in item 22 of the Notes and Clarification Section Below.*	*$150,000.00*
3.	Builder's Risk Insurance for 14 months.	$400,000.00
4.	Upgrades to the roof trusses to support HVAC loads on the roof.	$50,000.00
5.	Metal bullnose trim at door jambs per details 1 and 4/A8.04, and 1 and 4/A9.02.	$75,000.00
6.	Sheet metal enclosures for recessed light fixtures per detail 7/A9.05.	$24,000.00
7.	Shadow boxes above the entry doors in the Foyer.	$16,300.00
8.	Wood door casings and trims.	$50,000.00
9.	Historic drinking fountain glazing. Provide mockup(s), submittal and fabrication of the ribbed glass and mirror.	$5,000.00
10.	Demolish and plaster patching to allow for blocking behind existing plaster walls for ramp railings, and MEP/FP access.	$100,000.00
11.	At the site walk, plaster subcontractor noted existing plaster that is friable where no work is planned. Allowance is to remove and restore unsound plaster walls to receive new paint finish.	$100,000.00
12.	Repair plaster and drywall from trade damage.	$9,500.00
13.	Drywall framing and details not defined in the bid set drawings.	$20,000.00
14.	Acoustic insulation in existing accessible walls.	$25,000.00
15.	Three custom mirrors in Women's restroom. Drawing noted to restore salvage mirrors. The location of the existing mirrors is not known and is assumed to be missing	$3,000.00
16.	Coring of concrete foundations and EOR's review.	$10,000.00

17.	Modify scaffolding where required to accommodate trade work.	$50,000.00
18.	Two (2) 2" conduits only and junction boxes from Electrical Room 124 to the west side of the building. Conduits will be installed within the attic.	$27,155.00

NOTES AND CLARIFICATIONS

1. Plaster work is quoted as veneer plaster over drywall. Plaster texture to match existing.
2. The security fence and security system rentals will be transferred to Plant Construction Company, L.P. when they have mobilized on-site.
3. The weight of doors with STC 51 ratings may not comply with ADA's requirements for opening force of 5 lbs. and may require automatic door operators. The cost for automatic door operators is excluded.
4. Slope for HVAC condensate drains will be sufficient to be code compliant without the need for condensate pumps.
5. Plant Construction Company, L.P. and its subcontractors will have access and use of the north, south and east parking areas for staging equipment and hoisting activities.
6. Assume waterproofing will not be required under the new pile caps and grade beams.
7. Final inspection for the two-stop elevator will require a finished floor on the outside of the cab and conditioned space.
8. The bolting of new wood and steel members to the FRP west wall will not require special inspections or details.
9. Prevailing wages are applicable to personnel working on the jobsite only, and not for work performed off-site such as shop fabrication.
10. The existing concrete stairs at Vomitory are ADA code compliant and will not require any restoration or modifications.
11. Signages will be limited to the exterior stairs, restrooms, path of egress, maximum occupancy, and applicable ADA signs. The signs will be standard signs suitable for building inspections.
12. Assume the current site is equipped with water service and a water meter available for use during construction.
13. Restoration of the exit stairs and landings assumes the existing stairs are ADA compliant and will not require modifications to the rise and run.
14. The roof hydrant, HY-1, is noted on the Plumbing Fixture Schedule; however, the location is not identified on the Roof Plan. The quotation assumes a ¾" cold water and hydrant would be located at the south-west corner of the building roof at grid line A/10.
15. The elevator and handicap lifts will require activated phone service for the final inspection.
16. New poster cases will match the one remaining poster case.
17. Finish schedule noted poster cases metal trims to be painted. The poster case window is budgeted to be stainless steel to match the new decorative metal.
18. The louver in Electrical Room 124 is priced with a fusible link.
19. The exhaust fan in Electrical Room 124 is provided with a fire-smoke damper.
20. County will provide keying schedule and pertinent information in advance to the locksmith.
21. *This Lump Sum Quotation includes a $300,000 Allowance for direct construction labor costs caused by DIR rate increases posted on or after May 16, 2025. Contractor and all subcontractors requesting a change order to*

recover under this Allowance shall submit detailed and specific documentation to County to substantiate eligibility.

22. *This Lump Sum Quotation includes a $150,000 Allowance for construction materials used in the completion of the Project. Contractor and any subcontractors requesting a change order to recover under this Allowance shall submit detailed and specific documentation to County to substantiate eligibility. If a change order is approved but a tariff is then rescinded, reduced, invalidated or otherwise deemed illegal prior to final payment then County may offset the amount of the now invalid Allowance change order against final payment and/or retainage.*

23. This revised quotation includes escalation costs from key subcontractors for a *twelve* month later construction start and completion date. The current pricing assumes Plant Construction will receive a notice of intent to proceed with the project prior to *June13, 2025.*

INCLUSIONS

01-10-01 General Requirements

1. Construction manager, project manager, site superintendent, part-time assistant project manager to coordinate County's Labor Compliance Program, administration, accounting, and safety manager.
2. Job-site office supplies, job-site telephone, and miscellaneous office equipment.

01-10-05 Pre-Construction Services

1. Preliminary Budget Estimate #1, dated April 22, 2022 and Budget Estimate #2, dated June 14, 2023, Budget Estimate #2, Revision 1, dated July 31, 2023.

01-50-00 Temporary Construction

1. Temporary toilets, jobsite equipment, job site safety equipment, tools, equipment rental and service department pickups and deliveries.
2. Jobsite trailer and storage container.
3. Progressive and final cleanup.
4. Debris boxes.
5. Temporary construction ramps at Stage door for equipment access.
6. Traffic control during work in public areas.
7. Protection of historical features and mural walls.
8. Finish roof protection.
9. Roof fall protection along the perimeter and roof openings.
10. Barricades at all floor openings.
11. Weather protection.
12. Temporary water from existing fire hydrant.
13. Job site safety supplies and equipment.
14. Fire watch.
15. Erosion control at catch basin.
16. Concrete washout.
17. Temporary jobsite fencing and rental.
18. Monitor security system during construction.
19. Temporary barricades at all access points into the building.

01-54-10 Hoisting and Manlift

1. Interior hoist rental for material delivery onto the attic.
2. Gradall and forklift for general construction use.

01-54-23 Scaffolding

1. Interior dance floor scaffolding to provide access to the interior ceiling and walls for improvements and/or reconstruction.
2. Scaffolding inside Closets 118 and 123 to erect vertical ladders.
3. Scaffold rental for fourteen (14) months.
4. Exterior stair scaffold to access the roof.
5. Budget to relocate and modify scaffolding to facilitate the work.
6. Engineering and shoring below the balcony tiers to support the dance floor scaffolding above.
7. Scaffolding at Closets 123 and 1 to erect ladder from Bowl floor to finish ceiling.
8. Remobilize to lower dance floor scaffold for MEP work above the trusses to 6'-0" below the finished ceiling.

02-41-00 Non-Structural Demolition

1. Remove and dispose of doors.
2. Salvage door for replacement door template.
3. Selective demolition and disposal of remaining partitions and ceilings.
4. Demolish slab-on-grade at the Bowl tier from grid lines 2 to 3.
5. Demolish slab-on-grade and trench at new sanitary waste lines.
6. Demolish slab-on-grade and excavate at new grade beams.
7. Miscellaneous non-structural demolition to accommodate new work.
8. Roof openings for new rooftop HVAC units and exhaust fan.
9. Selective demolition of plaster walls.
10. Chip concrete slab 3" at two (2) handicap lifts.
11. Remove and dispose of the drain rocks.
12. Demolish the remaining elevated platform.
13. Remove door and saw-cut wall to enlarge opening at the east exterior wall at the stage door.
14. Remove louver at Electrical Room 124.
15. Selective removal and re-install plywood on the north wall for new work.
16. Demolish the remaining framing above the Vomitory.
17. Selective removal of fire damaged wood to provide sound framing for new work.

02-41-20 Structural Demolition

1. Demolish and dispose of a section of the concrete slab at the Bowl level.
2. Demolish slab-on-grade for elevator pit and grade beams.
3. Miscellaneous demolition to accommodate new structural work.

02-50-00 Hazardous Materials Remediation

1. *Selective removal of lead paint from existing steel components to facilitate installation of new steel members.*

03-30-00 Concrete

1. Footing and elevator pit.
2. Grade beams.
3. Radius stem walls at the Bowl floors.
4. Lightweight cellular concrete fill at the elevated Bowl tiers.
5. Smooth finish concrete over "cellcrete" on the Bowl floors.
6. Smooth concrete finish wall and floors at the handicap lifts.
7. Smooth concrete finishes at the sewer and electrical trenches.
8. Wall infills and expand opening at Door 120A.
9. Stairs at the Bowl floors.
10. 4" housekeeping pads for the main switchgear and water heater.
11. Stairs at exterior exit landings.
12. Exterior transformer pad.

05-12-00 Structural Steel

1. Four (4) triple HSS 4x4 steel columns at new elevator.
2. W27 and W12 at balcony level.
3. Double MC12x35 through bolted to existing concrete beam at balcony level.
4. Channel and angle bracing for roof top mechanical units.
5. Structural beams, diagonal bracing, supports angles for ceiling framing.
6. Steel beams and columns at elevator hoist-way and guide rails.
7. Wide flange steel beams at second and third tiers. Assumes beam size as follows; W21x60 and W27x80.
8. Structural steel supports for roof top HVAC platforms.
9. Miscellaneous metal and diagonal bracing at tier level framing.
10. Anchor bolts and templates for steel columns for new footings.
11. Steel members will be shop primed.
12. Elevator hoist beam.
13. Modified twisted column located at grid lines C.5/9.5 per RFI#51 dated May 13, 2022, from the previous "Fire Restoration" project.
14. Elevator pit ladder.
15. Two (2) vertical ladders with mid-landings from Bowl floor to the attic.

05-30-00 Metal Decking

1. McNichols metal grating above the main floor ceiling.

05-70-00 Metal Fabrications

1. Lower Tier Railings-Julius Blum stanchion legs part number 430 with Julius Blum post brackets #162 and a flange cover #435 with an internal support weld to a base plate that is surface mounted to the decking. The top railing will be 6061T6 aluminum flat bar ½" x 2" with splice joints that are mortised into the underside of the railing. This railing will be coated with PPG DP 90 LP epoxy primer.
2. Upper Tier and Stair Railings-Julius Blum stanchion legs part number 430 with Julius Blum post brackets #162 and a flange cover #435 with an internal support weld to a base plate that is surface mounted to the decking. The top railing will be 6061T6 aluminum flat bar ½" x 2" with splice joints that are mortised into the underside of the railing. This railing will be coated with PPG DP 90 LP epoxy primer. The stair

railings will have a channel mounted under the top railing to accommodate an LED light strip, provisions for wiring will be included.

3. Wall Mount Railings: 1-1/2" diameter wall mount railings as per drawings. The standoff brackets are unknown, a 50.00 per unit x 43 units. ROM was allotted for these standoffs. The railings will be coated with PPG DP 90 LP epoxy primer.
4. Ramp Railings: 1-1/2" diameter top rail and six (6) Julius Blum stanchion legs part number 430 with Julius Blum post brackets #162 and a flange cover #435 with an internal support weld to a base plate that will be cored into the cement ramp and set with non-shrink grout. The cane railing will be ½" x 2" solid material attached to the centerline of the post. The railing will be coated with PPG DP 90 LP epoxy primer.
5. Vomitory Wall Mount Railings: 1-1/2" diameter wall mount railings as per drawings. The standoff brackets are unknown, a 50.00 per unit x 8 units ROM was allotted for these standoffs. The railings will be coated with PPG DP 90 LP epoxy primer.
6. Aisle Wall Mount Railings-5 curved 1-1/2" Diameter wall mount railings as per drawings. The standoff brackets are unknown, a 50.00 per unit x 10 units ROM was allotted for these standoffs. The railings will be coated with PPG DP 90 LP epoxy primer.

05-70-00 Decorative Metal

1. Restoration of the existing railing at the balcony parapet wall.
2. Railing surround serving the balcony handicap lift.
3. Upper Tier Guard Railings-railings will utilize Julius Blum stanchion legs part number 430 with Julius Blum post brackets #162 and a Flange cover #435 with a internal support weld to a base plate that is surface mounted to the decking. These railings will have channels mounted to the posts to accommodate the custom waterjet cut ¼" aluminum panels. The top railing will be 6061T6 aluminum flat bar ½" x 2" with splice joints that are mortised into the underside of the railing. The railing will be coated with PPG DP 90 LP epoxy primer.
4. Six (6) poster cases with stainless steel hinged glass windows.

06-10-00 Rough Carpentry

1. Wood framed Platform 120.
2. Wood framed interior partitions at the ground floor and balcony.
3. Plywood shear walls.
4. Balcony ledgers and nailers.
5. Balcony low walls and beams.
6. Balcony joists and plywood sheathing.
7. Balcony wood stairs.
8. Vomitory ceiling.
9. Balcony tier framing including stairs.

06-11-00 Wood Framing

1. HVAC roof equipment platforms.
2. Backing and blocking for wall and floor mounted railings.
3. Blocking at Electrical Room 124's roof.
4. Removal of plywood sheathing for tier ledger framing, blocking and re-installation of plywood.

06-20-00 Finish Carpentry

1. Allowance for door casings and trims.
2. Two (2) solid surface countertops.
3. Allowance for shadow boxes above main lobby entrance doors.
4. Flush wood wall bases.

07-11-50 Waterproofing

1. Waterproof membrane at the elevator pit.
2. Vapor barrier below slab-on-grade at the demolished Bowl Floor.

07-50-50 Roofing

1. Remove and replace roofing at Electrical Rooms for code upgrade of roof assembly to a two-hour fire rated construction.
2. Modify and patch roofing at roof top HVAC platforms, exhaust fan and MEP pipe penetrations.

07-60-50 Flashing and Sheet Metal

1. Sheet metal flashing at new HVAC roof openings.
2. Fusible link louver at Electrical Room 124. penetrations.
3. Hood above exit doors, detail 4/A8.04.
4. Saw cut concrete wall for reglet above exit doors.

07-81-00 Fireproofing

1. Intumescent paint at the exposed structural columns in the elevator hoist way.

08-10-00 Doors, Door Frames and Hardware

1. One (1), Type E, hollow metal door and door frame.
2. Two (2), Type H, wood doors and door frames.
3. Four (4) pairs Type "G" wood doors and door frames.
4. Four (4), Type C, wood doors and door frames.
5. Thirteen (13), Type A, wood doors and door frames.
6. Eight (8), Type F, hollow metal doors and door frames.
7. Doors 116A, 116B, 117 and 121 with STC-45 ratings.
8. Doors 120A with STC-53 rating.
9. Door 124 with STC-51 rating.
10. One (1) Foyer door with ADA compliant door operator.
11. Doors 104 and 117 are provided with ADA compliant door operators.
12. Keying for door hardware.

08-30-00 Special Doors

1. 4 x 4 attic roof hatch.
2. 2 x 2 crawl space hatches.
3. Access panels for future lighting connections.
4. Access panels at plumbing valves.

08-50-00 Windows

1. Budget for Window 2001 in BOH 202.

09-21-13 Plaster and Veneer Plaster

1. Repairs and patch existing plaster walls.
2. Historic plaster finishes at auditorium upper walls.
3. Six (6) concave ceiling elements with historic plaster finishes.
4. Historic plaster borders the auditorium ceiling.
5. Historic plaster finishes at auditorium.
6. Cement plaster wall base.

09-21-16 Drywall

1. One-hour fire rated shaft wall at elevator.
2. Two-hour fire rated ceiling in Electrical Room 124.
3. Welding at dropped ceiling framing per detail 9/S8.01.
4. Drywall at wood framed walls.
5. Restroom ceilings and walls.
6. Back-of-House walls and ceiling.
7. Six (6) GFRG domes at the auditorium ceiling.
8. Batt wall insulation.
9. Acoustical caulking at wall head and base.

09-30-00 Tile

1. Terrazzo floor tile and wall base (FT-1) in the three restrooms in standard color.
2. 5'-0" high wall tile wainscot (CT-2) with surface bullnose (CT-4) in standard color.
3. Radius bull-nose surround at restroom door frames (CT-5) in standard color.
4. Quarter round at exposed edge (CT-3) in standard color.
5. Liquid applied waterproof membrane.
6. Floor and edge tile at drinking fountain. Material allowance for CT-1 is $15 per square ft. and cannot guarantee a perfect match.

09-60-50 Floor Preparation

1. Budget for floor preparation in the restrooms.

09-68-50 Carpet and Resilient Flooring

1. Sheet vinyl flooring with coved base in Janitor 108.

09-91-00 Painting

1. Plaster ceilings and walls.
2. Drywall ceilings and walls.
3. Veneer plaster walls and ceiling.
4. Interior doors and door frames.
5. Exterior doors and door frames.
6. Wood bases.
7. Proscenium opening.

8. Ceiling soffits.
9. Balcony guardrails.
10. Stair and ramp handrails.
11. Mural Conservation and Decorative Painting:
    a) Mural at the north and south walls.
    b) Restore Mural wall plaster to a sound surface to receive paint finish.
    c) Mural conservation at two (2) locations in the lobby.
    d) Decorative band above the murals.
    e) Custom decorative bands at the auditorium ceiling.
    f) Ceiling bands in various colors.
    g) Mural wall surrounds.
12. "Lorenzo Theater" letters at the north exterior elevation.
13. Plaster ceiling above the "Anemostat" fixture.
14. Budget to paint exterior wall mounted appurtenances, i.e. electrical conduits, pull boxes, louvers, GSM flashing, etc.

10-14-00 Signage

1. Budget for building code compliant signages.

10-21-10 Toilet Partitions & Accessories

1. Eight (8) toilet stalls and one (1) urinal screen.
2. Six (6) restroom mirrors. Refer to "Allowance" for mirrors in Women.
3. Men's 109 and Women's 107 restroom accessories.
4. Family Restroom 110 accessories.
5. Janitor Closet 108 accessories.
6. 36" and 42" grab bars.
7. Coat hooks.
8. Baby changing table in the Family Restroom.
9. Three wall mounted BOD Dyson HU02 Nickel electric hand dryers.
10. Three (3) semi-recessed paper towel and waste receptacles.

11-00-10 Miscellaneous Equipment

1. Recessed fire extinguisher cabinets and fire extinguishers.

14-00-50 Vertical Transportation

1. TKE EOX-H two-stop hydraulic elevators.
2. 2,500 lbs. capacity.
3. Interior cab dimension, 6'-9"w x 5'-5"d x 8'-0"h.
4. TKE's standard stainless steel at the interior cab front and sliding door.
5. TKE's standard entrance door standard finish is F-1-2 smoke silver.
6. TKE's standard laminate side and rear walls.
7. Stainless steel ceiling with recessed downlights.
8. Rear wall handrail.
9. Two (2) 'Garaventa OPAL" platform ADA lifts in standard color with battery back-up installed in 3" recessed concrete floor slab.

21-13-00 Fire Sprinklers

1. Fire sprinkler distribution at main auditorium and ground floor rooms.
2. Fire sprinklers above finished ceilings. including, below balcony tiers and above the lobby ceiling.
3. Includes one zone control valve assembly.
4. Includes one permit submittal, permit fees and necessary inspections.
5. Deluge water curtain sprinkler system and controls with addressable flame detection panel, addressable flame detectors, modules, water flow bell, installation of Electrical PA devices, pre and final testing for the Proscenium opening.

22-00-50 Plumbing

1. Plumbing fixtures consist of ten (10) toilets, one (1) urinal, six (6) lavatories, five (5) floor drains with trap primers, and one (1) janitor sink.
2. 40-gallon electric water heater with expansion tank and hot water recirculation pump.
3. Two (2) sanitary waste clean-outs.
4. Two (2) domestic cold-water meters.
5. Two (2) hose bibs.
6. Four (4) floor and one (1) drain.
7. Five (5) trap primers.
8. One (1) roof hydrant.
9. Plumbing for historic drinking fountain.
10. Excavate and trench for plumbing pipes.
11. Two (2) drinking fountains with bottle fillers.
12. Condensate piping for seven (7) HVAC units.
13. Hot water pipe insulation.
14. 4" sanitary stub-up for future connection.
15. Bacterial testing.

23-00-50 HVAC

1. Seven (7) rooftop heat pump package units set on flat isolator roof curbs.
2. Two (2) rooftop exhaust fans EF-1 and EF-2.
3. Two (2) transfer fans TF-1 and TF-2.
4. Split systems FC-1 and CU-1.
5. Five (5) sound traps ST-1 through ST-5.
6. Spring curbs and backdraft dampers BOD-1 through SC-7.
7. Grilles, registers, and diffusers CEP-1 through ANM-1.
8. Freon piping lines and stand-alone thermostat controls.
9. Four (4) return air ceiling grilles.
10. Two (2) fire dampers FD1-1 and FD1-2.
11. Test and balance.
12. Fire smoke damper at the Electrical Room 124 exhaust fan.

26-00-50 Electrical Systems and Lighting

1. Temporary construction power and lighting.
2. Trade permits and permit fees.

3. 1600A switchboard, 208/120V, 3 phase, 4 wire service.
4. 800A sub panelboard and branch panelboards.
5. 150kva and 45kva transformers.
6. 400A and 200A circuit breakers.
7. Emergency lighting relay panel.
8. Low voltage rough-ins.
9. Grounding infrastructure.
10. Demolition and disposal of temporary meter service and power panels.
11. Design-build T24 lighting and lighting controls system by Holzmueller.
12. Lighting includes:
    a) Recessed downlights.
    b) LED slot linear and work lights.
    c) Interior strip lights.
    d) Surface mounted exterior lights.
    e) Wall mounted exterior swivel arm fixture.
    f) Exit signs.
    g) Utility lights.
    h) Surface linear flood lights.
    i) Step lights.
    j) Linear tapelights.
    k) Surface mounted uplights.
    l) Surface mounted linear wall grazer.
    m) Handrail lights.
    n) Recessed linear wallwashers.
    o) Asymmetric cove uplights.
    p) Surface adjustable lamp holders.
    q) Power to marquee lighting.
13. Power distribution includes:
    a) Interior and exterior duplex receptacles.
    b) Quadplexes on the telephone backboard.
    c) ADA door actuators.
    d) Heat pumps.
    e) Exhaust fans.
    f) Water heater and recirculating pump.
    g) Elevator and handicap lifts.
    h) HVAC units.

28-00-50 Security Systems

1. Three (3) Cat 6 telecom outlets.
2. Four (4) multi-sensor 180 cameras.
3. Two (2) multi-sensor 360 cameras.
4. One (1) fixed dome camera.
5. One (1) network video recorder.
6. One (1) POE network switch.
7. One (1) burglar alarm panel.

8. One (1) burglar keypad.
9. Twenty-two (22) burglar alarm doors.
10. One (1) offsite dialer/comm (excludes monitoring).
11. Low voltage cabling.

28-31-00 Fire Alarm

1. Design-build building standard fire alarm system by "Sabah".
2. Fire alarm annunciator panel.
3. Smoke detectors.
4. Manual fire alarm pull stations at exit doors.
5. Full area smoke detection with an automatic fire alarm system including pull stations at the building exits.

   Scope of work includes:

   a) Twenty-three (23) smoke detectors (Automatic Smoke Detection Coverage).
   b) Two (2) OSID beam detectors.
   c) Two (2) addressable monitor modules.
   d) Seven (7) manual pull stations at all building exits.
   e) Testing and inspections.
6. Testing, permits, and inspection fees.
7. Fire alarm connection to the Fire Department.

31-61-00 Deep Foundations

1. Design-engineering for ten (10) 30'-0" deep micropiles, at the elevator pit and grade beams.
2. Tensile test three (3) microplies.
3. Stamped engineering and construction plans for review and approval.

32-31-00 Fencing and Gates

1. Chain link fence and gates with rim panic hardware and locksets.

33-00-50 Site Utilities

1. Demolish, excavate, backfill, and repave trenches from the utilities parallel with the south exterior wall of the building.
2. 6" underground fire service pipe with new backflow preventer device and FDC.
3. 4" sanitary line.
4. 2 ½" domestic cold-water line.
5. Verify invert elevations for existing utilities.
6. Bridge the gap between site utilities POC and building's utilities termination at interior face of building foundation wall.

MARQUEE AND TOWER

ALLOWANCES

These allowances are included for items about which insufficient information is available at this time. When sufficient information is made available, the actual cost will be substituted for each allowance by work order or change order. Allowance amounts are assumed to represent Contractor's cost.

1.	Miscellaneous waterproofing repairs at the Tower surrounding walls.	$15,000.00
2.	Miscellaneous repairs to plaster walls above the Marquee canopy.	$15,000.00
3.	Restoration of the terrazzo floor at the Main Entrance.	$41,020.00
4.	Repairs to Tower's metal letters, Marquee center and side sections metal work.	$25,000.00

NOTES AND CLARIFICATIONS

1 Budget for the Marquee ceiling is veneer plaster over "Dennshield" in lieu of a three-coat plaster system. Plaster texture to match existing.

2. Fire sprinkler system will not extend below the Marquee's canopy since it is an exterior space.

3. The Marquee's roof was priced as follows because torch-applied flashing onto a wood framed canopy was not advised:
   a) 1 ½" polyisocyanurate insulation mechanically attached to the new plywood deck.
   b) ½" Dens-Deck Primed adhered to the 1 ½" polyisocyanurate insulation mechanically attached to the new plywood deck.
   c) One ply of Siplast Paradiene 20SA to the ½" Dens-Deck.
   d) One ply of Siplast Paradiene 30 SA BW A-720 to the Siplast Paradiene 20SA.
   e) One ply of Siplast Paradiene 20SA and Siplast Paradiene 30 FR SA BW A-720 to the base flashings.

INCLUSIONS

01-50-00 Temporary Construction
1. Protection of main lobby terrazzo floor.

01-54-23 Scaffolding
1. Scaffolding below the Marquee canopy to perform plaster demolition, remove and replace wood framing, install new light fixtures and new plaster ceiling.

02-41-10 Non-Structural Demolition
1. Demolish and dispose of the Marquee canopy plaster ceiling.
2. Demolish and dispose of wood framing at the Marquee ceiling.
3. Demolish and dispose of the Marquee roofing.
4. Demolish and dispose of curved main entrance plaster wall.
5. Demolish and dispose of the Ticket Booth.

05-70-00 Decorative Metal

1. Stainless steel trim bands, rings and glazing stops at Ticket Booth, detail 10/A10.04.
2. Stainless steel trim over structural steel column in Ticket Booth.
3. 1" square stainless-steel tubes in Ticket Booth.
4. Budget to reconstruct the Ticket Booth door.

06-10-00 Rough Carpentry

1. Remove and replace canopy wood framing and plywood fascia.
2. Repair and/or replace wood framing at poster cases.
3. Perimeter pressure treated wood nailer along the canopy roof.

06-20-00 Finish Carpentry

1. "Reconstruct" ticket booth. Reconstruction includes stone countertop, pre-finish countertop, framing, door, door hardware, crown molding, etched glass panels and wood flooring.

07-50-50 Roofing

1. Remove and replace canopy roofing.
2. Ticket Booth roof and flashing.

07-60-00 Flashing and Sheet Metal

1. GSM flashing with gravel stop along canopy roof.
2. Saw-cut concrete wall at roof counterflashing.
3. Multi-vents to provide air circulation at the wood framed canopy.

08-10-00 Doors, Door Frames and Hardware

1. Budget for four (4) panic hardware for the gates at the ornamental fence.

09-21-13 Plaster

1. Plaster ceiling at the canopy.
2. Plaster restoration at the main entrance.

09-30-00 Tile

1. Tile restoration at Ticket Booth, details 7 and 10/A10.04.
2. 1 x 1 "Flexglass" tile at Ticket Booth, detail 10/A10.4.
3. Rehabilitate tile border below poster cases.
4. Material allowance are as follows; TBW 1" x 1" wall tile, $15.00/sf., TBFT 4"x 4" wall tile, $20.00/sf. And TBAB 1" x 4" accent tile, $10.00/sf.

09-66-00 Terrazzo

1. Restoration of terrazzo entrance floor.
2. Restoration of terrazzo band below poster cases.
3. Remove paint from existing terrazzo.
4. Repair terrazzo wall cracks.

09-91-00 Paint

1. Exterior door to Marquee canopy roof.
2. Plaster canopy soffit above the main entrance.
3. "Lorenzo Theater" wall sign on the north elevation.
4. Tower steel bracing.
5. Tower and Marquee
6. Tower cap and exterior steel braces.
7. Wood trims in Ticket Booth.
8. Foyer doors, door frames and casing.
9. Metal flashing at Tower roof.
10. Plaster soffit above the main entrance doors.
11. Vertical neon sign letters face and returns.
12. Tower cap, Marquee vertical section and below the Marquee.
13. Marquee canopy shop painted curved GSM panel.
14. Sheet metal gravel stops at canopy fascia.

10-14-00 Signage

1. Manufacture and install new reader board face with six hundred (600) letters and changer arm.
2. Paint vertical "Lorenzo" tower letters face and returns.
3. Neon letters and at the Marquee.
4. Strip and paint Marquee.
5. Prepare and paint reader boards.
6. Replace lights on the reader board faces.
7. Replace and/or repair missing sheet metal at the tower and Marquee.
8. Replace wiring and housing, like for like.
9. Tower Cap: remove and discard existing neon, glass stands, wiring and transformer(s). Design, shop manufacture, and install all new glass stands, wiring, transformers and twelve (12) 4'-0" +/- 15mm white border tube neon units.
10. Tower Letters: remove two (2) sets of open pan channel letters reading "Lorenzo". Remove and dispose of all existing wiring and transformer(s). Remove neon units to shop to use for patterns and dispose of the neon units. Dispose of existing glass stands, wiring and transformer(s). Clean, prep and repaint the letters. Design, shop manufacture, and install all new glass stands, wiring, transformers and four (4) rows of 2'-10" 18mm white border tube neon units. transformer(s). Clean, prep and repaint the letters.
11. Vertical Tower Neon: design, shop manufacture, and install two (2) rows of 35'-0" +/- 15mm white border tube neon units. Includes all new glass stands, wiring, transformers.
12. Marquee-Center Section: remove and dispose of all glass stands, housings, wiring and transformer(s). Create patterns of all existing penetrations. Design, manufacture, and install all new glass stands, wiring, transformers and eight (8)12'-0" +/- 15mm white border tube neon units.
13. Side Sections:
    a) Remove and dispose of glass stands, housings, wiring and transformer(s). Create patterns of all existing penetrations. Design, shop manufacture, and install new

glass stands, wiring, transformers and three (3) rows of perimeter neon All metal repair, preparation, and painting by others. Horizontal neon - 18'-0" +/- 15mm white border tube neon units. Vertical neon - 5'-0" +/- 15mm white border tube neon units.

b) Two (2) LED back lit Wagner dimensional copy changeable reader boards. Includes all new wiring, ballast, sockets and structure.

c) Rounded Marquee Facia - Remove and dispose of all existing glass stands, housings, wiring and transformer(s). Create patterns of all existing penetrations. Design, shop manufacture, and install all new glass stands, wiring, transformers, and three (3) rows of neon 81'-0" +/- 15mm white border tube neon units. Including the design, shop manufacture 81' +/- c 1'-6" +/- new sheet metal fascia.

14. Design, manufacture, and install six (6) internally illuminated recessed poster cases.

22-00-50 Plumbing

1. Two roof drains from Marquee's roof extended below poster cases at two locations.

26-00-50 Electrical Systems

1. Electrical circuits to lighting controls to serve neon at tower and marquee, reader boards, poster cases and canopy recessed lights.

32-31-00 Fencing and Gates

1. Ornamental iron fence and gates at marquee and main entrance area with rim panic and locksets.

PROJECT EXCLUSIONS

1. Arrangements with neighbors for access onto their property and right-of-way for hoisting and staging.
2. Striping for bicycle parking.
3. Re-paving of the asphalt parking areas.
4. EV charging stations and striping.
5. Landscaping, irrigation, and planters' improvements.
6. Work in the adjacent building, including the roof.
7. Exterior handicap parking striping and signage.
8. Costs for special inspections and testing.
9. Painting of structural steel from new structural work.
10. Exterior transformer enclosure or fencing.
11. Ventilation of the elevator shaft.
12. Finish flooring and wall bases at BOH, Elevator Machine Room, Janitor Closet, Closets, and Electrical Room.
13. Telephone service to the elevator and handicap lifts.
14. Screening of exposed or visible MEP/FP equipment.
15. Condensate pump for HVAC condensate drains.
16. City connection fees for utilities.
17. Finish floor outside of the elevator cab.
18. Seismic calculations for the HVAC roof curbs.
19. HVAC's building and energy management systems.

20. Sound absorptive finish at the auditorium ceiling.
21. Veneer plaster finished walls in Rooms 115 and 112A.
22. Cost of building permits, permit fees, and cost associated with securing permits.
23. Smoke curtains or smoke doors at the elevator openings.
24. Removal and disposal of hazardous soil and spoils.
25. Fireproofing of structural steel components except for the intumescent paint in the elevator hoist way.
26. Insulation of perimeter walls except where noted.
27. Electrical and water meters.
28. HVAC BMS controls.
29. Hazardous material abatement, remediation, removal, and disposal except where noted.
30. Cathodic protection of underground piping.
31. Architectural, MEP engineering or other consultants' fees.
32. Cost of insurance over the Plant Construction Company, L.P. and "OCIP" insurance.
33. Primary wires from PG&E's power pole to their transformer.
34. Reframe Electrical Room 124 roof to support four (4) layers of drywall for a two-hour fire rated assembly.

This quotation is based on the performance of the work at this time. If you wish us to proceed, please sign and return one copy of this quotation. Upon receipt, we will issue a work order.

CMV/eb
Enclosures
Cc: Manil Bajracharya, Mack 5
Mike Cashman, PCCLP
Chris Rivielle, PCCLP
Kelly Stockton, PCCLP
Jeff VanDeWyngaerde, PCCLP

ACCEPTED

By _____

PLANT CONSTRUCTION COMPANY, L.P.

By _____
Carsten Voecker As Agent

PLEASE SIGN AND RETURN VIA EMAIL TO PLANT CONSTRUCTION COMPANY, L.P.

2 Variance Reports

- Summary & Detail
- General Requirements

Item	*Description*	**2024019** Total *Amount* **Reconstruction Quote 04 (Rev.3)**	**2024019** Total *Amount* **Reconstruction Quote 04 (Rev.2)**	**Variance** Total *Amount*
01-10-05	Pre-Construction Services	120,000	120,000	0
01-54-10	Hoisting and Personnel Lifts	90,000	90,000	0
01-54-23	Scaffolding	511,755	511,755	0
02-41-10	Non-Structural Demolition	195,897	191,327	4,570
02-41-20	Structural Demolition	7,000	7,000	0
02-50-00	Hazardous Materials Remediation	18,000	18,000	0
03-30-00	Concrete	919,381	871,381	48,000
05-12-00	Structural Steel	800,548	780,548	20,000
05-50-00	Metal Fabrications	556,274	544,274	12,000
05-70-00	Decorative Metal	230,525	230,525	0
06-10-00	Rough Carpentry	670,082	644,226	25,856
06-11-00	Wood Framing	68,810	68,810	0
06-20-00	Finish Carpentry	147,991	147,991	0
07-11-50	Waterproofing	44,675	44,675	0
07-50-50	Roofing	100,972	100,972	0
07-60-00	Flashing and Sheet Metal	112,271	104,771	7,500
07-81-00	Fireproofing	19,546	19,546	0
07-92-00	Joint Sealants	6,000	6,000	0
08-10-00	Doors and Frames	649,295	626,295	23,000
08-30-00	Special Doors	9,250	9,250	0
08-50-00	Windows	34,500	34,500	0
09-21-13	Plaster	360,100	360,100	0
09-21-16	Drywall	1,301,941	1,281,941	20,000
09-30-00	Tile	139,985	139,985	0
09-60-50	Floor Preparation	13,750	13,750	0
09-66-00	Terrazzo	44,020	42,480	1,540
09-68-50	Carpet and Resilient Flooring	3,500	3,500	0
09-81-00	Acoustic Insulation	25,000	25,000	0
09-91-00	Painting	1,173,574	1,101,876	71,698
10-14-00	Signage	356,943	356,943	0
10-21-10	Toilet Partitions and Accessories	30,430	30,430	0
11-00-10	Miscellaneous Equipment	5,436	5,436	0
14-00-50	Vertical Transportation	239,240	238,676	564
21-13-00	Sprinkler Systems	254,615	254,615	0
22-00-50	Plumbing	322,400	299,560	22,840
23-00-50	HVAC	575,501	575,501	0
26-00-50	Electrical Systems	2,864,502	2,790,356	74,146

Item	Description	2024019 Total Amount Reconstruction Quote 04 (Rev.3)	2024019 Total Amount Reconstruction Quote 04 (Rev.2)	Variance Total Amount
28-00-50	Security Systems	75,036	75,036	0
28-31-00	Fire Detection and Alarm	278,709	271,887	6,822
31-61-00	Deep Foundations	187,145	181,670	5,475
32-31-00	Fencing and Gates	91,500	86,500	5,000
33-00-50	Site Utilities	267,381	259,881	7,500
	Estimate Totals			
		13,923,479	**13,566,968**	**356,511**
	General Expenses	1,733,384	1,677,445	55,939
	General Requirements	594,590	589,119	5,471
	Design Contingency	0	0	0
	Construction Contingency	0	0	0
	Building Permits (by Owner)	0	0	0
	General Liability Insurance	213,693	208,334	5,359
	Subcontractor Default Insurance	0	0	0
	Builders Risk Insurance (by Owner)	0	0	0
	Builders Risk Insurance	400,000	400,000	0
	Gen.Contractor's Fee	94,610	92,600	2,010
	Contractor's Fee	847,988	826,723	21,265
	Total	***17,807,744***	***17,361,189***	***446,555***

Item	Description	2024019 Total Amount Reconstruction Quote 04 (Rev.3)	2024019 Total Amount Reconstruction Quote 04 (Rev.2)	Variance Total Amount
01-10-05	**Pre-Construction Services**			
	Estimating, buyout & bid leveling	120,000	120,000	0
	Pre-Construction Services	**120,000**	**120,000**	**0**
01-54-10	**Hoisting and Personnel Lifts**			
	Interior hoist rental for material access	45,000	45,000	0
	Forklift/Gradall for general use	45,000	45,000	0
	Hoisting and Personnel Lifts	**90,000**	**90,000**	**0**
01-54-23	**Scaffolding**			
.	Scaffolding bid Base TI	447,185	447,185	0
.	Scaffolding for marquee work	14,570	14,570	0
.	Allowance for scaffolding relocations	50,000	50,000	0
	Scaffolding	**511,755**	**511,755**	**0**
02-41-10	**Non-Structural Demolition**			
.	Miscellaneous demolition of existing obstructions for reconstruction	63,427	63,427	0
.	Demo & remove ceiling at underside of the marquee	11,700	11,700	0
.	Demo & remove plaster at marquee entry walls	5,000	5,000	0
	Non-structural demolition bid	141,200	141,200	0
	Deduct for slab demo & trenching	(30,000)	(30,000)	0
	Add for 12 month later start date	4,570		4,570
	Non-Structural Demolition	**195,897**	**191,327**	**4,570**
02-41-20	**Structural Demolition**			
.	Existing slab modifications as required to install ADA lifts	7,000	7,000	0
	Structural Demolition	**7,000**	**7,000**	**0**
02-50-00	**Hazardous Materials Remediation**			
.	Selective removal of lead paint at existing steel columns	18,000	18,000	0

Item	*Description*	**2024019 Total** *Amount* **Reconstruction Quote 04 (Rev.3)**	**2024019 Total** *Amount* **Reconstruction Quote 04 (Rev.2)**	**Variance Total** *Amount*
	Hazardous Materials Remediation	**18,000**	**18,000**	**0**
03-30-00	**Concrete**			
	Concrete bid	735,622	735,622	0
	Lightweight cellular concrete fill	11,750	11,750	0
	Excavation for plumbing trenches	30,000	30,000	0
	Backfill & compaction of plumbing trenches	30,000	30,000	0
	Thickened slab sections for dance scaffold leg support	20,000	20,000	0
	Shoring/underpinning at elevator pit & perimeter footing 8/S5.02	30,000	30,000	0
	Off haul drain rock	6,554	6,554	0
	Offhaul clean soil	7,455	7,455	0
	Alternate for replacement of entire slab (see alternate)	0	0	0
	Reinforcing steel escalation cost start date summer 2025	20,000		20,000
	Concrete work labor escalation start date summer 2025	28,000		28,000
	Concrete	**919,381**	**871,381**	**48,000**
05-12-00	**Structural Steel**			
	Structural Steel framing bid	549,003	549,003	0
	Mechanical platform framing	0	0	0
	Elevator steel columns	0	0	0
	EOR structural engineer & truss upgrades	50,000	50,000	0
	McNichols metal grating section 05-51-36	69,604	69,604	0
	Repair twisted structural beams & connections - note 7 S2.02	20,000	20,000	0
	Provide elevator pit ladder	3,000	3,000	0
	Wall-mounted access ladders (2 ea. x 30'-6")	88,941	88,941	0
	Survey & upgrade tower sign steel supports	0	0	0
	Added cost for 12 month later start date + material escalation	20,000		20,000
	Structural Steel	**800,548**	**780,548**	**20,000**
05-50-00	**Metal Fabrications**			
.	31" lower tier railings 05-03 on A1.01	98,240	98,240	0

Item	*Description*	**2024019** Total *Amount* **Reconstruction Quote 04 (Rev.3)**	**2024019** Total *Amount* **Reconstruction Quote 04 (Rev.2)**	**Variance** Total *Amount*
05-50-00	**Metal Fabrications**			
.	31" upper tier railings & stair railings 05-01 on A1.02	144,454	144,454	0
.	Wall mounted hand railings 05-01 on 3 & 4/A5.01B	46,210	46,210	0
.	Ramp hand railings 4 & 10/A7.04	36,500	36,500	0
.	Vomitory wall mounted railings 8 ea.	9,080	9,080	0
.	Isle wall mounted railings 5 curved wall mount railings	15,600	15,600	0
.	Exterior railings 4 rails at exterior stairs	19,160	19,160	0
.	Railings at elevator lift 5/A7.01	16,180	16,180	0
.	Railing restoration at parapet wall cross aisle 02-05 on A1.01	17,250	17,250	0
.	Layout, scanning & coring for railing posts	24,000	24,000	0
.	HSS pony wall support framing 3/S7.03	12,600	12,600	0
.	Steel frame anchor at exit door	6,000	6,000	0
.	Metal bullnose trim at door jambs, detail 1/A9.02	75,000	75,000	0
.	Sheet metal box around lighting fixture & unistrut support	24,000	24,000	0
.	Added cost for 12 month later start date + material escalation	12,000		12,000
	Metal Fabrications	**556,274**	**544,274**	**12,000**
05-70-00	**Decorative Metal**			
	Upper tier guard railings 4/A9.03	92,945	92,945	0
	Poster box door assemblies 1 & 4/A10.04	81,900	81,900	0
	Decorative columns above ticket kiosk	32,160	32,160	0
	Decorative trim around ticket kiosk	23,520	23,520	0
	Ticket booth door 10/A10.04	0	0	0
	Decorative Metal	**230,525**	**230,525**	**0**
06-10-00	**Rough Carpentry**			
.	Rough carpentry bid	509,829	509,829	0
.	Provide structural framing for the entry canopy/marquee details	55,897	55,897	0
.	Construction Ramps at Stage Door & Opening to East Elevation.	3,000	3,000	0
.	Barricade Door at Ramp Opening	2,000	2,000	0
.	Repair/Replace Framing at Poster Cases1/A10.04	9,000	9,000	0
.	Misc. Welding per details 10/S6.02, 3 & 7/S7.03	7,500	7,500	0

Item	*Description*	**2024019 Total** *Amount* **Reconstruction Quote 04 (Rev.3)**	**2024019 Total** *Amount* **Reconstruction Quote 04 (Rev.2)**	**Variance Total** *Amount*
06-10-00	**Rough Carpentry**			
.	1" Plywood Ceiling & Flooring at Ticket Booth	4,000	4,000	0
.	Additional Mobilizations	3,000	3,000	0
.	Rough Carpentry cost escalation for 6 month later start date	50,000	50,000	0
.	Labor rate increase for work after July 1, 2025	16,356		16,356
.	Anticipated material cost increase summer 2025	9,500		9,500
	Rough Carpentry	**670,082**	**644,226**	**25,856**
06-11-00	**Wood Framing**			
	Blocking & backing for misc. items	12,560	12,560	0
	Remove plywood sheeting for new balcony ledgers	19,250	19,250	0
	Patch & repair existing wall sheathing for new balcony ledgers	33,000	33,000	0
	Provide plywood covers at roof platforms & exhaust fan	4,000	4,000	0
	Wood Framing	**68,810**	**68,810**	**0**
06-20-00	**Finish Carpentry**			
	Solid surface countertops & paint grade base board	35,504	35,504	0
	Allowance for shadow boxes 2/A5.03 & 10/A9.02	16,300	16,300	0
	Wood door casing & trims - allowance	50,000	50,000	0
	Reconstruct ticket booth	46,187	46,187	0
	Finish Carpentry	**147,991**	**147,991**	**0**
07-11-50	**Waterproofing**			
	Below grade waterproofing at new elevator pit	15,420	15,420	0
	Vapor barrier below new concrete slab on grade	14,255	14,255	0
	Misc. waterproofing repairs at marquere entrance and tower	15,000	15,000	0
	Waterproofing	**44,675**	**44,675**	**0**
07-50-50	**Roofing**			
	Provide patching of new roof penetrations	42,559	42,559	0
	Provide TPO roof above marquee	25,522	25,522	0

Item	*Description*	**2024019** Total *Amount* **Reconstruction Quote 04 (Rev.3)**	**2024019** Total *Amount* **Reconstruction Quote 04 (Rev.2)**	**Variance** Total *Amount*
07-50-50	**Roofing**			
	Remove/replace electrical room 124 roofing membrane	22,891	22,891	0
	Roof & flashing at ticket booth	10,000	10,000	0
	Roofing	**100,972**	**100,972**	**0**
07-60-00	**Flashing and Sheet Metal**			
	Flashing & sheet metal at high roof area	26,965	26,965	0
	Provide flashing & sheet metal at Marquee canopy	38,913	38,913	0
	Provide louver at electrical room	4,893	4,893	0
	Saw cut for wall for sheet metal reglet at canopy	5,000	5,000	0
	Provide fusible link at louver in electrical room 124	2,000	2,000	0
	Multi-vent flashing at Marquee canopy	15,000	15,000	0
	Saw cut for wall for sheet metal reglet above door	12,000	12,000	0
	Added cost for 12 month later start date + material escalation	7,500		7,500
	Flashing and Sheet Metal	**112,271**	**104,771**	**7,500**
07-81-00	**Fireproofing**			
	Intumescent paint on exposed structural columns	19,546	19,546	0
	Fireproofing	**19,546**	**19,546**	**0**
07-92-00	**Joint Sealants**			
	Caulking and joint sealants	6,000	6,000	0
	Joint Sealants	**6,000**	**6,000**	**0**
08-10-00	**Doors and Frames**			
	Door assemblies bid	584,795	584,795	0
	Provide glass in door assemblies	0	0	0
	Budget for panic hardware at marquee entry at ornamental fence	18,000	18,000	0
	Door keying	6,500	6,500	0
	Cost escalation for door assemblies for 6 month later start date	17,000	17,000	0
	Cost escalation for door assemblies for 12 month later start date	23,000		23,000

Item	Description	2024019 Total Amount Reconstruction Quote 04 (Rev.3)	2024019 Total Amount Reconstruction Quote 04 (Rev.2)	Variance Total Amount
	Doors and Frames	**649,295**	**626,295**	**23,000**
08-30-00	**Special Doors**			
	Provide new attic access hatch 4' x 4' (08-05)	2,500	2,500	0
	Provide crawl space attic hatch 2' x 2' (08-05)	1,000	1,000	0
	Provide new crawl space access hatch 2' x 2' (08-04)	750	750	0
	New access panel for future lighting grid connection (10-02)	2,000	2,000	0
	Provide access panels for plumbing valves	3,000	3,000	0
	Special Doors	**9,250**	**9,250**	**0**
08-50-00	**Windows**			
	Poster cases type A windows	27,000	27,000	0
	Windows at BOH Room 202	2,500	2,500	0
	Type C windows w/ bars	0	0	0
	Glazing at historic drinking fountain	5,000	5,000	0
	Allowance for misc. glass treatment at ticket booth	0	0	0
	Windows	**34,500**	**34,500**	**0**
09-21-13	**Plaster**			
.	Plaster wall base detail	0	0	0
.	Veneer plaster finish over gypsum board walls	0	0	0
.	Plaster at walls, ceilings & soffits bid	66,000	66,000	0
.	Misc. plaster allowance - subcontractor	0	0	0
.	Entry canopy plaster repair work	25,000	25,000	0
.	Plaster restoration at auditorium walls	0	0	0
.	Misc. plaster patching for misc. blocking, mep access	100,000	100,000	0
.	Budget for sounding & replacement of unsound plaster	100,000	100,000	0
.	Value of plaster patching at mural from 2nd fire	0	0	0
.	Rehabilitate low wall and rail 02-05 on A1.02	0	0	0
.	Sound absorptive plaster per note 09-01 at balcony level	7,600	7,600	0
.	Exterior cement plaster at marquee entry walls	37,000	37,000	0
.	Misc. plaster patching for walls above canopy	15,000	15,000	0
.	Plaster/Drywall Trade Damage Allowance	9,500	9,500	0

Item	Description	2024019 Total Amount Reconstruction Quote 04 (Rev.3)	2024019 Total Amount Reconstruction Quote 04 (Rev.2)	Variance Total Amount
	Plaster	**360,100**	**360,100**	**0**
09-21-16	**Drywall**			
.	Gypboard ceilings, typical & back of house	0	0	0
.	Metal studs, framing & drywall bid	1,195,000	1,195,000	0
.	Acoustical caulking at head & base of walls	0	0	0
.	Drywall finish in crawl space 109 & 115	0	0	0
.	Duct enclosure 9/A8.05	0	0	0
.	Welding at drop to ceiling framing connection - detail 9/S8.01	14,941	14,941	0
.	Batt insulation in new walls	0	0	0
.	Allowance for undefined framing and drywall details	20,000	20,000	0
.	Drywall/plaster esclation cost for 6 month later start date	52,000	52,000	0
.	Added labor and material cost for 12 month later start date	20,000		20,000
	Drywall	**1,301,941**	**1,281,941**	**20,000**
09-30-00	**Tile**			
.	Tile bid	112,485	112,485	0
.	Wall tile at ticket booth & poster cases	12,500	12,500	0
.	Tile escalation cost for 6 month later start date	15,000	15,000	0
	Tile	**139,985**	**139,985**	**0**
09-60-50	**Floor Preparation**			
.	Budget for floor preparation at restroom area	13,750	13,750	0
	Floor Preparation	**13,750**	**13,750**	**0**
09-66-00	**Terrazzo**			
	Restore exterior terrazzo at front entry area	17,250	17,250	0
	Remove cove around ticket booth & patch terrazzo flooring	7,640	7,640	0
	Remove paint on wainscot, polish & grout cracks	3,240	3,240	0
	Patch wainscot & grout cracks at entry area	3,240	3,240	0
	Replace 6' of perimeter strip at concrete transition & grout separation	2,310	2,310	0

Item	*Description*	**2024019** Total *Amount* **Reconstruction Quote 04 (Rev.3)**	**2024019** Total *Amount* **Reconstruction Quote 04 (Rev.2)**	**Variance** Total *Amount*
09-66-00	**Terrazzo**			
	Grout pinholes after polishing but before acid wash or sealing	7,340	7,340	0
	Terrazzo cost escalation for 12 month later start date	3,000		3,000
	Terrazzo cost escalation for 6 month later start date		1,460	(1,460)
	Terrazzo	**44,020**	**42,480**	**1,540**
09-68-50	**Carpet and Resilient Flooring**			
	Sheet vinyl flooring & coved base at Janitor's closet	3,500	3,500	0
	Carpet and Resilient Flooring	**3,500**	**3,500**	**0**
09-81-00	**Acoustic Insulation**			
	Provide acoustic insulation in existing walls - allowance	25,000	25,000	0
	Acoustic Insulation	**25,000**	**25,000**	**0**
09-91-00	**Painting**			
.	Interior/exterior painting bid	179,865	179,865	0
.	Marquee/tower painting	6,000	6,000	0
.	Painting of handrails & guardrails	17,700	17,700	0
.	Decorative painting spec. section 09-40-00	0	0	0
	Mural Conservation spec. section 12-01-11	767,125	707,786	59,339
	Mural restoration from 2nd fire	0	0	0
	Murals Conservation Testing and Treatment Design	97,551	92,361	5,190
	Provide plywood protection of murals	91,548	84,379	7,169
	Painting escalation cost for 6 month later start date	13,785	13,785	0
	Painting	**1,173,574**	**1,101,876**	**71,698**
10-14-00	**Signage**			
.	Tower cap - design, manufacture and install new neon	11,000	11,000	0
.	Tower letters "Lorenzo" refurbishment	85,000	85,000	0
.	Vertical tower neon - white border tube neon units	12,000	12,000	0

Item	*Description*	**2024019** Total *Amount* **Reconstruction Quote 04 (Rev.3)**	**2024019** Total *Amount* **Reconstruction Quote 04 (Rev.2)**	**Variance** Total *Amount*
10-14-00	**Signage**			
.	Marquee center section white border tube neon units	18,000	18,000	0
.	Marquee side section provide three rows of perimeter neon	60,000	60,000	0
.	Provide two LED back lit Wagner changeable reader boards	80,000	80,000	0
.	Rounded Marquee fascia provide three rows of white border tube neon units	50,000	50,000	0
.	Base building code compliant signage	15,943	15,943	0
.	Repairs to metal components at the tower and marquee	25,000	25,000	0
	Signage	**356,943**	**356,943**	**0**
10-21-10	**Toilet Partitions and Accessories**			
.	Restrooms - toilet partitions and accessories	25,580	25,580	0
.	Provide custom mirrors in women's room (3 ea)	3,000	3,000	0
.	Add 9 each coat hooks	450	450	0
.	Cost escalation for 6 month later start date	1,400	1,400	0
	Toilet Partitions and Accessories	**30,430**	**30,430**	**0**
11-00-10	**Miscellaneous Equipment**			
.	Fire extinguishers and FEC's	5,436	5,436	0
	Miscellaneous Equipment	**5,436**	**5,436**	**0**
14-00-50	**Vertical Transportation**			
	TK Endura passenger elevator - 2 stop	127,634	127,634	0
	Cost escalation for 2025 delivery and installation	7,500	7,500	0
	OSHA compliant steel safety beam	5,000	5,000	0
	Elevator battery backup for controls	5,000	5,000	0
	Install elevator bracket provided by TKE	3,500	3,500	0
	State mandated hoistway barricades	2,000	2,000	0
	Grouting of elevator sills	1,500	1,500	0
	Additional warehouse storage for equipment	3,500	3,500	0
	Elevator finish flooring for elevator state inspection	2,000	2,000	0
	Provide two ADA lifts bid		64,316	(64,316)
	Miscellaneous work for ADA lifts	7,000	7,000	0

Item	Description	2024019 Total Amount Reconstruction Quote 04 (Rev.3)	2024019 Total Amount Reconstruction Quote 04 (Rev.2)	Variance Total Amount
14-00-50	**Vertical Transportation**			
	Elevator cost escalation for a 6 month later start date	5,000	5,000	0
	ADA lift cost escalation for 6 month later start date		4,726	(4,726)
	Provide (1) Garaventa Genesis OPAL lift model GVL-OP-60	35,838		35,838
	Provide (1) Garaventa Genesis OPAL lift model GVL-OP-42	33,768		33,768
	Vertical Transportation	**239,240**	**238,676**	**564**
21-13-00	**Sprinkler Systems**			
.	Fire Sprinklers bid	188,875	188,875	0
.	Provide fire sprinklers below stage and in crawl spaces	7,555	7,555	0
.	Provide Deluge System w/ an open water curtain on the stage side of the Proscenium opening	58,825	58,825	0
.	Permit fees by Alameda County	(1,800)	(1,800)	0
.	Sprinkler systems cost escalation for 6 month later start date	1,160	1,160	0
	Sprinkler Systems	**254,615**	**254,615**	**0**
22-00-50	**Plumbing**			
.	Plumbing bid including escalation	289,700		289,700
.	Plumbing bid		265,660	(265,660)
.	Marquee drainage work	21,300	19,500	1,800
.	Remove & replace roof drains tie-into existing downspouts	11,400	10,400	1,000
.	Material/fixture price increase for 6 month later start date		4,000	(4,000)
	Plumbing	**322,400**	**299,560**	**22,840**
23-00-50	**HVAC**			
	HVAC bid including escalation	548,400		548,400
	HVAC bid		537,400	(537,400)
	Provide 2 ea. rooftop exhaust fans	0	0	0
	Provide 5 ea. sound traps	0	0	0
	Provide 5 ea. backdraft dampers	0	0	0

Item	*Description*	**2024019** Total *Amount* **Reconstruction Quote 04 (Rev.3)**	**2024019** Total *Amount* **Reconstruction Quote 04 (Rev.2)**	**Variance** Total *Amount*
23-00-50	**HVAC**			
	Provide 37 ea. grilles registers & diffusers	0	0	0
	Temporary railings at HVAC openings	12,600	12,600	0
	Roof assembly demolition for mechanical equipment	0	0	0
	Lay-in metal grille panels	12,000	12,000	0
	Fire smoke damper at exhaust fan duct in electrical room	2,500	2,500	0
	HVAC cost escalation for 6 month later start date		11,000	(11,000)
	HVAC	**575,501**	**575,501**	**0**
26-00-50	**Electrical Systems**			
	Electrical systems safe off/demolition	4,463	4,409	54
	Excavation & bollards for electrical work	124,675	122,760	1,915
	Temporary construction power/lighting	55,216	53,922	1,294
	Design build electrical engineering	9,096	9,096	0
	Electrical trade permit & inspections	6,806	6,806	0
	Lighting & lighting branch installation	412,880	415,980	(3,100)
	Lighting fixture furnish	334,696	307,684	27,012
	House lighting controls	102,233	95,257	6,976
	Theatrical lighting & controls	549,889	554,134	(4,245)
	PG & E	127,962	127,756	206
	Switchboards	90,924	82,195	8,729
	Transformers	85,170	77,247	7,923
	Panelboards	107,133	101,337	5,796
	UPS	77,103	77,069	34
	Coring	11,270	11,196	74
	Feeders	242,729	228,952	13,777
	Branch wiring	59,869	57,584	2,285
	Electrical receptacles/general power	127,207	121,621	5,586
	Security infrastructure	47,878	43,427	4,451
	HVAC power	130,369	204,622	(74,253)
	Plumbing power	18,084	15,666	2,418
	Two way communication for elevator & ADA lifts	36,902	36,779	123
	Grounding	4,472	4,385	87
	Low voltage power for restroom accessories	31,676	31,676	0
	Marquee/Tower/Main Entrance restoration	79,967	77,381	2,586
	Addendum 1 theatrical lighting & controls	18,356	18,356	0
	Addendum 1 lighting branch install - wire & infrastructure - Belden Cable	20,528		20,528

Item	Description	2024019 Total Amount Reconstruction Quote 04 (Rev.3)	2024019 Total Amount Reconstruction Quote 04 (Rev.2)	Variance Total Amount
26-00-50	**Electrical Systems**			
	Addendum 1 lighting branch install - wire & infrastructure		15,751	(15,751)
	Decker Electric revisions from Owner scope meeting on 5/3	(142,367)	(142,367)	0
	Decker Electric credit for transformer pad & trenching	(22,444)	(22,444)	0
	Decker Electric credit for low voltage system included below		(75,036)	75,036
	Two each 2" conduits for future	27,155	27,155	0
	Electrical cost escalation for 6 month later start date		100,000	(100,000)
	Short circuit study/Arc flash testing	3,758		3,758
	Telecom/structured cabeling	80,847		80,847
	Electrical Systems	**2,864,502**	**2,790,356**	**74,146**
28-00-50	**Security Systems**			
	Card readers, access control, etc. security systems bid	75,036	75,036	0
	Security Systems	**75,036**	**75,036**	**0**
28-31-00	**Fire Detection and Alarm**			
.	Fire alarm system	205,205	202,048	3,157
.	Full area smoke detection	69,957	69,839	118
.	Fire alarm spare parts noted in section 26 72 00 para.1,11	3,547		3,547
	Fire Detection and Alarm	**278,709**	**271,887**	**6,822**
31-61-00	**Deep Foundations**			
.	Engineering design submittal	11,921	11,000	921
.	Mobilization, layout, furnish & install micropiles	129,138		129,138
.	Site mobilization		16,500	(16,500)
.	Furnish and install mircopiles		92,650	(92,650)
.	Prooof test micropiles ASTM D-3689	5,521		5,521
.	Tension Load Test on production piles		4,796	(4,796)
.	Cut off micropiles & install hardware	5,541		5,541
.	Chip top of concrete install bearing plate/nut anchorage		6,700	(6,700)

Item	Description	2024019 Total Amount Reconstruction Quote 04 (Rev.3)	2024019 Total Amount Reconstruction Quote 04 (Rev.2)	Variance Total Amount
31-61-00	**Deep Foundations**			
.	Dispose of drilling fluids empty tanks 3 times	33,000	33,000	0
.	Overtime supervison	2,024	2,024	0
.	Micropiles cost escalation for 6 month later start date		15,000	(15,000)
	Deep Foundations	**187,145**	**181,670**	**5,475**
32-31-00	**Fencing and Gates**			
	Chain link fencing and gates bid	32,500	32,500	0
	Ornamental iron fence marquee/main entry	38,000	38,000	0
	Rim panic & locks at gates for chain link fence	16,000	16,000	0
	Added escalation for 12 month later start date	5,000		5,000
	Fencing and Gates	**91,500**	**86,500**	**5,000**
33-00-50	**Site Utilities**			
.	(N) 6" fire water line	58,579	58,579	0
.	(N) 4" SS line	37,413	37,413	0
.	(N) 2 1/2" DCW line	45,110	45,110	0
.	Install filter media insert in existing catch basin per RFI #46	7,279	7,279	0
.	Fire Water City of San Lorenzo Fire Department submittal	10,000	10,000	0
.	Additional mobilization for equipment	6,500	6,500	0
.	Allowance to core foundation & EOR review	10,000	10,000	0
.	(N) electrical service from (e) transformer to building	0	0	0
.	PG&E transformer	0	0	0
.	Verify invert elevations for utilities	15,000	15,000	0
.	Restoration of public right of way - west side entry	50,000	50,000	0
.	Protect existing street furnishings & street scape	15,000	15,000	0
.	Provide temporary water for construction	5,000	5,000	0
.	Added cost for labor & materials for 12 month later start date	7,500		7,500
	Site Utilities	**267,381**	**259,881**	**7,500**

Item	*Description*	**2024019** Total *Amount* **Reconstruction Quote 04 (Rev.3)**	**2024019** Total *Amount* **Reconstruction Quote 04 (Rev.2)**	**Variance** Total *Amount*
		Estimate Totals		
		13,923,479	**13,566,968**	**356,511**
	General Expenses	1,733,384	1,677,445	55,939
	General Requirements	594,590	589,119	5,471
	Design Contingency	0	0	0
	Construction Contingency	0	0	0
	Building Permits (by Owner)	0	0	0
	General Liability Insurance	213,693	208,334	5,359
	Subcontractor Default Insurance	0	0	0
	Builders Risk Insurance (by Owner)	0	0	0
	Builders Risk Insurance	400,000	400,000	0
	Gen.Contractor's Bond	94,610	92,600	2,010
	Contractor's Fee	847,988	826,723	21,265
	Total	***17,807,744***	***17,361,189***	***446,555***

Item	*Description*	2024019 Total *Amount* **Reconstruction General Requirements - Quotation 04 (Rev.2)**	2024019 Total *Amount* **Reconstruction General Requirements - Quotation 04 (Rev.1)**	Variance Total *Amount*
01-10-01	**General Conditions**			
n1035	Data processing	45,086	42,500	2,586
n1041	Construction manager	76,182	73,958	2,224
n1046	Senior project manager	321,127	311,763	9,364
n1046_2	Assistant project manager	356,351	326,117	30,234
n1047_1	Site superintendent	496,148	487,947	8,201
n1047_2	General laborer (part-time)	242,837	242,837	0
n1057	Project administration	51,017	49,413	1,604
n1058	Project accounting	54,842	53,115	1,727
n1060	Safety manager - site visits	43,474	43,474	0
n1070	Manpower distribution/labor coordination	36,596	36,596	0
n1410	Jobsite office supplies	2,100	2,100	0
n1425	Postage and messengers	1,525	1,525	0
n1950	Parking (provided by Owner)			
n490	Jobsite telephone and fax	6,100	6,100	0
	General Conditions	**1,733,384**	**1,677,445**	**55,939**
01-10-05	**Pre-Construction Services**			
bud	Estimating, buyout & bid leveling	120,000	120,000	0
	Pre-Construction Services	**120,000**	**120,000**	**0**
01-50-00	**Site Conditions and Temporary Construction**			
bud	Scheduling Consultant	21,000	21,000	0
n1140	Interior & site surveys	7,000	7,000	0
n1350	Site security service	36,600	36,600	0
n1405	Field office set up	3,000	3,000	0
n1405	Field office trailer & 1 conex storage box	49,000	49,000	0
n1420	Plans and Printing (jobsite copies)	1,525	1,525	0
n1440	Project signage	4,664	4,664	0
n1480	Temporary toilets & hand wash station	48,495	48,495	0
n1530	Temporary construction fence rental	26,400	26,400	0
n1540	Temporary accessways and stairs	23,915	23,915	0
n1550	Finish protection of existing finishes	31,724	30,826	898
n1560	Erosion Control/SWPPP	5,061	5,049	12
n1570	Weather protection	21,388	20,925	463
n1580	Fire watch	26,557	25,600	957

Item	*Description*	**2024019** Total *Amount* **Reconstruction General Requirements - Quotation 04 (Rev.2)**	**2024019** Total *Amount* **Reconstruction General Requirements - Quotation 04 (Rev.1)**	**Variance** Total *Amount*
01-50-00	**Site Conditions and Temporary Construction**			
n1600	Jobsite safety material	5,600	5,600	0
n1630	Temporary railings at roof & floor openings	7,500	7,500	0
n1710	Progressive cleanup	65,433	63,189	2,244
n1720	Final cleanup	4,835	4,835	0
n1750	Debris boxes	84,000	84,000	0
n1810	Small tools & consumables (PCC tools)	30,488	30,488	0
n1830	Service department pickups and deliveries	31,385	30,488	897
n5123	Temporary heaters and fans	6,440	6,440	0
n5126	Temporary lighting	10,080	10,080	0
n5126	Temporary water hook up	1,000	1,000	0
n5126	Ramp from scaffold to roof	1,000	1,000	0
n5126	Ramp at stage door exterior grid line 1	7,500	7,500	0
n5126	Bowl tier floor protection for scaffolding	10,500	10,500	0
n5126	Finish roof protection	22,500	22,500	0
	Site Conditions and Temporary Construction	**594,590**	**589,119**	**5,471**
	Estimate Totals			
	Total	***2,447,974***	***2,386,564***	***61,410***

3 Quotation Cost Breakdown

description	*quantity*	*unit cost*	*total*
01-10-05 Pre-Construction Services			
Estimating, buyout & bid leveling	15 wk	8,000.00	120,000
Pre-Construction Services	**10,871 gsf**	**11.04**	**120,000**
01-54-10 Hoisting and Personnel Lifts			
Interior hoist rental for material access	30 wk	1,500.00	45,000
Forklift/Gradall for general use	45 wk	1,000.00	45,000
Hoisting and Personnel Lifts	**10,871 gsf**	**8.28**	**90,000**
01-54-23 Scaffolding			
Scaffolding bid Base TI	1 bid	447,185.00	447,185
Scaffolding for marquee work	1 bid	14,570.00	14,570
Allowance for scaffolding relocations	1 allow	50,000.00	50,000
Scaffolding	**10,568 gsf**	**47.08**	**511,755**
02-41-10 Non-Structural Demolition			
Miscellaneous demolition of existing obstructions for reconstruction	10,871 sf	5.83	63,427
Demo & remove ceiling at underside of the marquee	1 bid	11,700.00	11,700
Demo & remove plaster at marquee entry walls	1 bid	5,000.00	5,000
Non-structural demolition bid	1 bid	141,200.00	141,200
Deduct for slab demo & trenching	(1) bid	30,000.00	(30,000)
Add for 12 month later start date	1 bid	4,570.00	4,570
Non-Structural Demolition	**10,568 gsf**	**18.02**	**195,897**
02-41-20 Structural Demolition			
Existing slab modifications as required to install ADA lifts	2 loc	3,500.00	7,000
Structural Demolition	**10,568 gsf**	**0.64**	**7,000**
02-50-00 Hazardous Materials Remediation			
Selective removal of lead paint at existing steel columns	1 bud	18,000.00	18,000
Hazardous Materials Remediation	**10,871 gsf**	**1.66**	**18,000**
03-30-00 Concrete			
Concrete bid	1 bid	735,622.00	735,622
Lightweight cellular concrete fill	1 bid	11,750.00	11,750
Excavation for plumbing trenches	300 lf	100.00	30,000
Backfill & compaction of plumbing trenches	300 lf	100.00	30,000
Thickened slab sections for dance scaffold leg support	50 ea	400.00	20,000
Shoring/underpinning at elevator pit & perimeter footing 8/S5.02	15 lf	2,000.00	30,000
Off haul drain rock	1 bid	6,554.00	6,554
Offhaul clean soil	1 bid	7,455.00	7,455
Alternate for replacement of entire slab (see alternate)	1 alt	0.01	0
Reinforcing steel escalation cost start date summer 2025	1 bid	20,000.00	20,000
Concrete work labor escalation start date summer 2025	1 bid	28,000.00	28,000
Concrete	**9,061 gsf**	**101.47**	**919,381**

description	*quantity*	*unit cost*	*total*
05-12-00 Structural Steel			
Structural Steel framing bid	1 bid	549,003.00	549,003
Mechanical platform framing	1 incl	0.01	0
Elevator steel columns	1 incl	0.01	0
EOR structural engineer & truss upgrades	1 allow	50,000.00	50,000
McNichols metal grating section 05-51-36	1 bid	69,604.00	69,604
Repair twisted structural beams & connections - note 7 S2.02	1 bud	20,000.00	20,000
Provide elevator pit ladder	1 bid	3,000.00	3,000
Wall-mounted access ladders (2 ea. x 30'-6")	1 bid	88,941.00	88,941
Survey & upgrade tower sign steel supports	1 excl	0.01	0
Added cost for 12 month later start date + material escalation	1 bid	20,000.00	20,000
Structural Steel	**10,568 gsf**	**73.64**	**800,548**
05-50-00 Metal Fabrications			
31" lower tier railings 05-03 on A1.01	1 bid	98,240.00	98,240
31" upper tier railings & stair railings 05-01 on A1.02	1 bid	144,454.00	144,454
Wall mounted hand railings 05-01 on 3 & 4/A5.01B	1 bid	46,210.00	46,210
Ramp hand railings 4 & 10/A7.04	1 bid	36,500.00	36,500
Vomitory wall mounted railings 8 ea.	1 bid	9,080.00	9,080
Isle wall mounted railings 5 curved wall mount railings	1 bid	15,600.00	15,600
Exterior railings 4 rails at exterior stairs	1 bid	19,160.00	19,160
Railings at elevator lift 5/A7.01	1 bid	16,180.00	16,180
Railing restoration at parapet wall cross aisle 02-05 on A1.01	1 bid	17,250.00	17,250
Layout, scanning & coring for railing posts	192 ea	125.00	24,000
HSS pony wall support framing 3/S7.03	1 bud	12,600.00	12,600
Steel frame anchor at exit door	8 lf	750.00	6,000
Metal bullnose trim at door jambs, detail 1/A9.02	1 allow	75,000.00	75,000
Sheet metal box around lighting fixture & unistrut support	12 allow	2,000.00	24,000
Added cost for 12 month later start date + material escalation	1 bud	12,000.00	12,000
Metal Fabrications	**10,871 gsf**	**51.17**	**556,274**
05-70-00 Decorative Metal			
Upper tier guard railings 4/A9.03	1 bid	92,945.00	92,945
Poster box door assemblies 1 & 4/A10.04	1 bid	81,900.00	81,900
Decorative columns above ticket kiosk	1 bid	32,160.00	32,160
Decorative trim around ticket kiosk	1 bid	23,520.00	23,520
Ticket booth door 10/A10.04	1 incl	0.01	0
Decorative Metal	**10,871 gsf**	**21.21**	**230,525**
06-10-00 Rough Carpentry			
Rough carpentry bid	1 bid	509,829.00	509,829
Provide structural framing for the entry canopy/marquee details	1 bid	55,897.00	55,897
Construction Ramps at Stage Door & Opening to East Elevation.	1 bid	3,000.00	3,000
Barricade Door at Ramp Opening	1 bid	2,000.00	2,000
Repair/Replace Framing at Poster Cases1/A10.04	1 bid	9,000.00	9,000
Misc. Welding per details 10/S6.02, 3 & 7/S7.03	1 bid	7,500.00	7,500

description	*quantity*	*unit cost*	*total*
06-10-00 Rough Carpentry			
1" Plywood Ceiling & Flooring at Ticket Booth	1 bid	4,000.00	4,000
Additional Mobilizations	1 bid	3,000.00	3,000
Rough Carpentry cost escalation for 6 month later start date	1 bid	50,000.00	50,000
Labor rate increase for work after July 1, 2025	1 bid	16,356.00	16,356
Anticipated material cost increase summer 2025	1 bid	9,500.00	9,500
Rough Carpentry	**10,871 gsf**	**61.64**	**670,082**
06-11-00 Wood Framing			
Blocking & backing for misc. items	80 hrs	157.00	12,560
Remove plywood sheeting for new balcony ledgers	110 lf	175.00	19,250
Patch & repair existing wall sheathing for new balcony ledgers	330 sf	100.00	33,000
Provide plywood covers at roof platforms & exhaust fan	8 ea	500.00	4,000
Wood Framing	**10,871 gsf**	**6.33**	**68,810**
06-20-00 Finish Carpentry			
Solid surface countertops & paint grade base board	1 bid	35,504.00	35,504
Allowance for shadow boxes 2/A5.03 & 10/A9.02	1 allow	16,300.00	16,300
Wood door casing & trims - allowance	1 allow	50,000.00	50,000
Reconstruct ticket booth	1 bid	46,187.00	46,187
Finish Carpentry	**10,871 gsf**	**13.61**	**147,991**
07-11-50 Waterproofing			
Below grade waterproofing at new elevator pit	1 bid	15,420.00	15,420
Vapor barrier below new concrete slab on grade	1 bid	14,255.00	14,255
Misc. waterproofing repairs at marquere entrance and tower	1 allow	15,000.00	15,000
Waterproofing	**10,871 gsf**	**4.11**	**44,675**
07-50-50 Roofing			
Provide patching of new roof penetrations	1 bid	42,559.00	42,559
Provide TPO roof above marquee	1 bid	25,522.00	25,522
Remove/replace electrical room 124 roofing membrane	1 bid	22,891.00	22,891
Roof & flashing at ticket booth	1 bud	10,000.00	10,000
Roofing	**10,871 gsf**	**9.29**	**100,972**
07-60-00 Flashing and Sheet Metal			
Flashing & sheet metal at high roof area	1 bid	26,965.00	26,965
Provide flashing & sheet metal at Marquee canopy	1 bid	38,913.00	38,913
Provide louver at electrical room	1 bid	4,893.00	4,893
Saw cut for wall for sheet metal reglet at canopy	1 bud	5,000.00	5,000
Provide fusible link at louver in electrical room 124	1 ea	2,000.00	2,000
Multi-vent flashing at Marquee canopy	6 ea	2,500.00	15,000
Saw cut for wall for sheet metal reglet above door	6 ea	2,000.00	12,000
Added cost for 12 month later start date + material escalation	1 bud	7,500.00	7,500
Flashing and Sheet Metal	**10,568 gsf**	**10.33**	**112,271**
07-81-00 Fireproofing			

description	*quantity*	*unit cost*	*total*
07-81-00 Fireproofing			
Intumescent paint on exposed structural columns	1 bid	19,546.00	19,546
Fireproofing	**10,568 gsf**	**1.80**	**19,546**
07-92-00 Joint Sealants			
Caulking and joint sealants	1 bud	6,000.00	6,000
Joint Sealants	**10,568 gsf**	**0.55**	**6,000**
08-10-00 Doors and Frames			
Door assemblies bid	1 bid	584,795.00	584,795
Provide glass in door assemblies	1 incl	0.01	0
Budget for panic hardware at marquee entry at ornamental fence	4 ea	4,500.00	18,000
Door keying	1 bid	6,500.00	6,500
Cost escalation for door assemblies for 6 month later start date	1 bid	17,000.00	17,000
Cost escalation for door assemblies for 12 month later start date	1 bid	23,000.00	23,000
Doors and Frames	**10,568 gsf**	**59.73**	**649,295**
08-30-00 Special Doors			
Provide new attic access hatch 4' x 4' (08-05)	1 ea	2,500.00	2,500
Provide crawl space attic hatch 2' x 2' (08-05)	2 ea	500.00	1,000
Provide new crawl space access hatch 2' x 2' (08-04)	1 ea	750.00	750
New access panel for future lighting grid connection (10-02)	4 ea	500.00	2,000
Provide access panels for plumbing valves	6 ea	500.00	3,000
Special Doors	**10,871 gsf**	**0.85**	**9,250**
08-50-00 Windows			
Poster cases type A windows	6 ea	4,500.00	27,000
Windows at BOH Room 202	1 ea	2,500.00	2,500
Type C windows w/ bars	1 excl	0.01	0
Glazing at historic drinking fountain	1 allow	5,000.00	5,000
Allowance for misc. glass treatment at ticket booth	1 incl	0.01	0
Windows	**10,568 gsf**	**3.17**	**34,500**
09-21-13 Plaster			
Plaster wall base detail	1 incl	0.01	0
Veneer plaster finish over gypsum board walls	1 incl	0.01	0
Plaster at walls, ceilings & soffits bid	1 bid	66,000.00	66,000
Misc. plaster allowance - subcontractor	1 incl	0.01	0
Entry canopy plaster repair work	1 bid	25,000.00	25,000
Plaster restoration at auditorium walls	1 incl	0.01	0
Misc. plaster patching for misc. blocking, mep access	1 allow	100,000.00	100,000
Budget for sounding & replacement of unsound plaster	1 allow	100,000.00	100,000
Value of plaster patching at mural from 2nd fire	1 incl	0.01	0
Rehabilitate low wall and rail 02-05 on A1.02	1 incl	0.01	0
Sound absorptive plaster per note 09-01 at balcony level	1 bud	7,600.00	7,600

description	*quantity*	*unit cost*	*total*
09-21-13 Plaster			
Exterior cement plaster at marquee entry walls	1 bid	37,000.00	37,000
Misc. plaster patching for walls above canopy	1 allow	15,000.00	15,000
Plaster/Drywall Trade Damage Allowance	1 allow	9,500.00	9,500
Plaster	**10,568 gsf**	**33.12**	**360,100**
09-21-16 Drywall			
Gypboard ceilings, typical & back of house	1 incl	0.01	0
Metal studs, framing & drywall bid	1 bid	1,195,000.00	1,195,000
Acoustical caulking at head & base of walls	1 incl	0.01	0
Drywall finish in crawl space 109 & 115	1 incl	0.01	0
Duct enclosure 9/A8.05	1 incl	0.01	0
Welding at drop to ceiling framing connection - detail 9/S8.01	1 incl	14,941.00	14,941
Batt insulation in new walls	1 incl	0.01	0
Allowance for undefined framing and drywall details	1 allow	20,000.00	20,000
Drywall/plaster esclation cost for 6 month later start date	1 bud	52,000.00	52,000
Added labor and material cost for 12 month later start date	1 bud	20,000.00	20,000
Drywall	**10,568 gsf**	**119.76**	**1,301,941**
09-30-00 Tile			
Tile bid	1 bid	112,485.00	112,485
Wall tile at ticket booth & poster cases	1 bud	12,500.00	12,500
Tile escalation cost for 6 month later start date	1 bid	15,000.00	15,000
Tile	**10,568 gsf**	**12.88**	**139,985**
09-60-50 Floor Preparation			
Budget for floor preparation at restroom area	550 sf	25.00	13,750
Floor Preparation	**10,568 gsf**	**1.26**	**13,750**
09-66-00 Terrazzo			
Restore exterior terrazzo at front entry area	1 bid	17,250.00	17,250
Remove cove around ticket booth & patch terrazzo flooring	1 bid	7,640.00	7,640
Remove paint on wainscot, polish & grout cracks	1 bid	3,240.00	3,240
Patch wainscot & grout cracks at entry area	1 bid	3,240.00	3,240
Replace 6' of perimeter strip at concrete transition & grout separation	1 bid	2,310.00	2,310
Grout pinholes after polishing but before acid wash or sealing	1 bid	7,340.00	7,340
Terrazzo cost escalation for 12 month later start date	1 bid	3,000.00	3,000
Terrazzo	**10,871 gsf**	**4.05**	**44,020**
09-68-50 Carpet and Resilient Flooring			
Sheet vinyl flooring & coved base at Janitor's closet	1 bud	3,500.00	3,500
Carpet and Resilient Flooring	**10,568 gsf**	**0.32**	**3,500**
09-81-00 Acoustic Insulation			
Provide acoustic insulation in existing walls - allowance	1 allow	25,000.00	25,000
Acoustic Insulation	**10,871 gsf**	**2.30**	**25,000**

description	*quantity*		*unit cost*	*total*
09-91-00 Painting				
Interior/exterior painting bid	1	bid	179,865.00	179,865
Marquee/tower painting	1	bid	6,000.00	6,000
Painting of handrails & guardrails	885	lf	20.00	17,700
Decorative painting spec. section 09-40-00	1	incl	0.01	0
Mural Conservation spec. section 12-01-11	1	bid	767,125.00	767,125
Mural restoration from 2nd fire	1	incl	0.01	0
Murals Conservation Testing and Treatment Design	1	bid	97,551.00	97,551
Provide plywood protection of murals	1	bid	91,548.00	91,548
Painting escalation cost for 6 month later start date	1	bud	13,785.00	13,785
Painting	**10,568**	**gsf**	**107.95**	**1,173,574**
10-14-00 Signage				
Tower cap - design, manufacture and install new neon	1	bid	11,000.00	11,000
Tower letters "Lorenzo" refurbishment	1	bid	85,000.00	85,000
Vertical tower neon - white border tube neon units	1	bid	12,000.00	12,000
Marquee center section white border tube neon units	1	bid	18,000.00	18,000
Marquee side section provide three rows of perimeter neon	1	bid	60,000.00	60,000
Provide two LED back lit Wagner changeable reader boards	1	bid	80,000.00	80,000
Rounded Marquee fascia provide three rows of white border tube neon units	1	bid	50,000.00	50,000
Base building code compliant signage	10,871	sf	1.47	15,943
Repairs to metal components at the tower and marquee	1	allow	25,000.00	25,000
Signage	**10,871**	**gsf**	**32.83**	**356,943**
10-21-10 Toilet Partitions and Accessories				
Restrooms - toilet partitions and accessories	1	bid	25,580.00	25,580
Provide custom mirrors in women's room (3 ea)	1	allow	3,000.00	3,000
Add 9 each coat hooks	9	ea	50.00	450
Cost escalation for 6 month later start date	1	bid	1,400.00	1,400
Toilet Partitions and Accessories	**10,568**	**gsf**	**2.80**	**30,430**
11-00-10 Miscellaneous Equipment				
Fire extinguishers and FEC's	10,871	sf	0.50	5,436
Miscellaneous Equipment	**10,871**	**gsf**	**0.50**	**5,436**
14-00-50 Vertical Transportation				
TK Endura passenger elevator - 2 stop	1	bid	127,634.00	127,634
Cost escalation for 2025 delivery and installation	1	bud	7,500.00	7,500
OSHA compliant steel safety beam	1	bud	5,000.00	5,000
Elevator battery backup for controls	1	bud	5,000.00	5,000
Install elevator bracket provided by TKE	1	bud	3,500.00	3,500
State mandated hoistway barricades	2	ea	1,000.00	2,000
Grouting of elevator sills	1	bud	1,500.00	1,500
Additional warehouse storage for equipment	1	bud	3,500.00	3,500
Elevator finish flooring for elevator state inspection	1	bud	2,000.00	2,000
Miscellaneous work for ADA lifts	2	ea	3,500.00	7,000
Elevator cost escalation for a 6 month later start date	1	bid	5,000.00	5,000

description	*quantity*	*unit cost*	*total*
14-00-50 Vertical Transportation			
Provide (1) Garaventa Genesis OPAL lift model GVL-OP-60	1 bid	35,838.00	35,838
Provide (1) Garaventa Genesis OPAL lift model GVL-OP-42	1 bid	33,768.00	33,768
Vertical Transportation	**10,871 gsf**	**22.01**	**239,240**
21-13-00 Sprinkler Systems			
Fire Sprinklers bid	1 bid	188,875.00	188,875
Provide fire sprinklers below stage and in crawl spaces	1 bid	7,555.00	7,555
Provide Deluge System w/ an open water curtain on the stage side of the Proscenium opening	1 bid	58,825.00	58,825
Permit fees by Alameda County	(1) bid	1,800.00	(1,800)
Sprinkler systems cost escalation for 6 month later start date	1 bid	1,160.00	1,160
Sprinkler Systems	**10,568 gsf**	**23.42**	**254,615**
22-00-50 Plumbing			
Plumbing bid including escalation	1 bid	289,700.00	289,700
Marquee drainage work	1 bid	21,300.00	21,300
Remove & replace roof drains tie-into existing downspouts	1 bud	11,400.00	11,400
Plumbing	**10,568 gsf**	**29.66**	**322,400**
23-00-50 HVAC			
HVAC bid including escalation	1 bid	548,400.00	548,400
Provide 2 ea. rooftop exhaust fans	2 ea	0.01	0
Provide 5 ea. sound traps	5 ea	0.01	0
Provide 5 ea. backdraft dampers	5 ea	0.01	0
Provide 37 ea. grilles registers & diffusers	37 ea	0.01	0
Temporary railings at HVAC openings	7 loc	1,800.00	12,600
Roof assembly demolition for mechanical equipment	7 loc	0.01	0
Lay-in metal grille panels	4 ea	3,000.00	12,000
Fire smoke damper at exhaust fan duct in electrical room	1 bud	2,500.00	2,500
HVAC	**10,568 gsf**	**52.94**	**575,501**
26-00-50 Electrical Systems			
Electrical systems safe off/demolition	1 bid	4,463.00	4,463
Excavation & bollards for electrical work	1 bid	124,675.00	124,675
Temporary construction power/lighting	1 bid	55,216.00	55,216
Design build electrical engineering	1 bid	9,096.00	9,096
Electrical trade permit & inspections	1 bid	6,806.00	6,806
Lighting & lighting branch installation	1 bid	412,880.00	412,880
Lighting fixture furnish	1 bid	334,696.00	334,696
House lighting controls	1 bid	102,233.00	102,233
Theatrical lighting & controls	1 bid	549,889.00	549,889
PG & E	1 bid	127,962.00	127,962
Switchboards	1 bid	90,924.00	90,924
Transformers	1 bid	85,170.00	85,170
Panelboards	1 bid	107,133.00	107,133
UPS	1 bid	77,103.00	77,103
Coring	1 bid	11,270.00	11,270

description	*quantity*	*unit cost*	*total*
26-00-50 Electrical Systems			
Feeders	1 bid	242,729.00	242,729
Branch wiring	1 bid	59,869.00	59,869
Electrical receptacles/general power	1 bid	127,207.00	127,207
Security infrastructure	1 bid	47,878.00	47,878
HVAC power	1 bid	130,369.00	130,369
Plumbing power	1 bid	18,084.00	18,084
Two way communication for elevator & ADA lifts	1 bid	36,902.00	36,902
Grounding	1 bid	4,472.00	4,472
Low voltage power for restroom accessories	1 bid	31,676.00	31,676
Marquee/Tower/Main Entrance restoration	1 bid	79,967.00	79,967
Addendum 1 theatrical lighting & controls	1 bid	18,356.00	18,356
Addendum 1 lighting branch install - wire & infrastructure - Belden Cable	1 bid	20,528.00	20,528
Decker Electric revisions from Owner scope meeting on 5/3	(1) bid	142,367.00	(142,367)
Decker Electric credit for transformer pad & trenching	(1) bid	22,444.00	(22,444)
Two each 2" conduits for future	1 allow	27,155.00	27,155
Short circuit study/Arc flash testing	1 bid	3,758.00	3,758
Telecom/structured cabeling	1 bid	80,847.00	80,847
Electrical Systems	**10,568 gsf**	**263.50**	**2,864,502**
28-00-50 Security Systems			
Card readers, access control, etc. security systems bid	1 bid	75,036.00	75,036
Security Systems	**10,871 gsf**	**6.90**	**75,036**
28-31-00 Fire Detection and Alarm			
Fire alarm system	1 bid	205,205.00	205,205
Full area smoke detection	1 bid	69,957.00	69,957
Fire alarm spare parts noted in section 26 72 00 para.1,11	1 bid	3,547.00	3,547
Fire Detection and Alarm	**10,871 gsf**	**25.64**	**278,709**
31-61-00 Deep Foundations			
Engineering design submittal	1 bid	11,921.00	11,921
Mobilization, layout, furnish & install micropiles	1 bid	129,138.00	129,138
Prooof test micropiles ASTM D-3689	1 bid	5,521.00	5,521
Cut off micropiles & install hardware	1 bid	5,541.00	5,541
Dispose of drilling fluids empty tanks 3 times	3 ea	11,000.00	33,000
Overtime supervison	10 hrs	202.38	2,024
Deep Foundations	**10,871 gsf**	**17.22**	**187,145**
32-31-00 Fencing and Gates			
Chain link fencing and gates bid	1 bid	32,500.00	32,500
Ornamental iron fence marquee/main entry	1 bid	38,000.00	38,000
Rim panic & locks at gates for chain link fence	5 lvs	3,200.00	16,000
Added escalation for 12 month later start date	1 bud	5,000.00	5,000
Fencing and Gates	**64,270 gsf**	**1.42**	**91,500**
33-00-50 Site Utilities			

description	*quantity*	*unit cost*	*total*
33-00-50 Site Utilities			
(N) 6" fire water line	1 bid	58,579.00	58,579
(N) 4" SS line	1 bid	37,413.00	37,413
(N) 2 1/2" DCW line	1 bid	45,110.00	45,110
Install filter media insert in existing catch basin per RFI #46	1 bid	7,279.00	7,279
Fire Water City of San Lorenzo Fire Department submittal	1 bid	10,000.00	10,000
Additional mobilization for equipment	1 bid	6,500.00	6,500
Allowance to core foundation & EOR review	1 allow	10,000.00	10,000
(N) electrical service from (e) transformer to building	1 incl	0.01	0
PG&E transformer	1 excl	0.01	0
Verify invert elevations for utilities	1 bud	15,000.00	15,000
Restoration of public right of way - west side entry	1 bud	50,000.00	50,000
Protect existing street furnishings & street scape	1 bud	15,000.00	15,000
Provide temporary water for construction	1 bud	5,000.00	5,000
Added cost for labor & materials for 12 month later start date	1 bud	7,500.00	7,500
Site Utilities	**10,871 gsf**	**24.60**	**267,381**

Description	**Rate**	**Amount**	**Totals**
Subtotal		**13,923,479**	
General Expenses		1,733,384	
General Requirements		594,590	
Design Contingency			
Construction Contingency			
Building Permits (by Owner)			
General Liability Insurance	1.200 %	213,693	
Subcontractor Default Insurance			
Builders Risk Insurance (by Owner)			
Builders Risk Insurance	2.246 %	400,000	
Gen.Contractor's Bond		94,610	
Contractor's Fee	5.000 %	847,988	
Total			***17,807,744***



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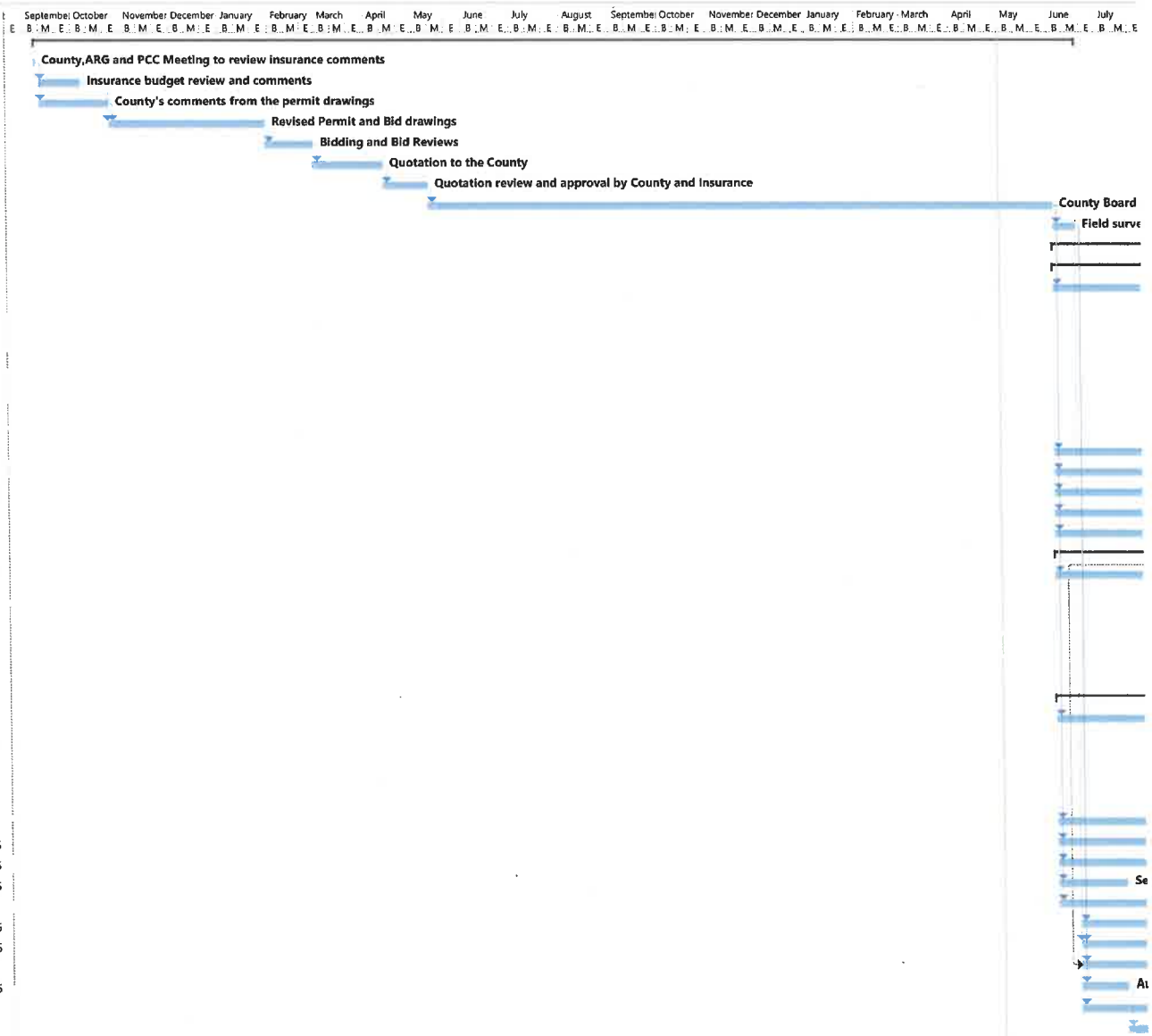
PROPOSED SCHEDULE

Architectural Resources Group

Lorenzo Theater Interior Reconstruction
16080 Hesperian Blvd.
Construction Schedule

Fri 5/2/25

ID	Task Name	Duration	Start	Finish
1	**Pre-con**	**446 days**	**Fri 9/8/23**	**Tue 6/17/25**
2	County, ARG and PCC Meeting to review insurance comment	1 day	Fri 9/8/23	Fri 9/8/23
3	Insurance budget review and comments	4 wks	Mon 9/11/23	Fri 10/6/23
4	County's comments from the permit drawings	6.3 wks	Mon 9/11/23	Tue 10/24/23
5	Revised Permit and Bid drawings	13.9 wks	Tue 10/24/23	Mon 1/29/24
6	Bidding and Bid Reviews	4 wks	Tue 1/30/24	Wed 2/28/24
7	Quotation to the County	6.3 wks	Thu 2/29/24	Fri 4/12/24
8	Quotation review and approval by County and Insurance	4 wks	Fri 4/12/24	Fri 5/10/24
9	County Board review and approval	52.5 wks	Fri 5/10/24	Tue 6/3/25
10	Field survey of structural components	2 wks	Wed 6/4/25	Tue 6/17/25
11	**Submittals; Review, Approval and Procurement**	**250 days**	**Wed 6/4/25**	**Thu 5/28/26**
12	**Electrical**	**250 days**	**Wed 6/4/25**	**Thu 5/28/26**
13	Submittals	8 wks	Wed 6/4/25	Wed 7/30/25
14	MSB Board	42 wks	Thu 7/31/25	Thu 5/28/26
15	NF Panels	21 wks	Thu 7/31/25	Thu 1/1/26
16	NQ Panels	21 wks	Thu 7/31/25	Thu 1/1/26
17	Transformer	15 wks	Thu 7/31/25	Fri 11/14/25
18	LAL36400 Breaker	12 wks	Thu 7/31/25	Fri 10/24/25
19	QBL32200 Breaker	12 wks	Thu 7/31/25	Fri 10/24/25
20	Light fixtures	20 wks	Thu 7/31/25	Tue 12/23/25
21	Concrete, rebars and dowels	8 wks	Wed 6/4/25	Wed 7/30/25
23	Structural steel	12 wks	Wed 6/4/25	Wed 8/27/25
28	Wood framing components	12 wks	Wed 6/4/25	Wed 8/27/25
29	Doors, door frame, hardware	18 wks	Wed 6/4/25	Fri 10/10/25
31	Railings and guardrails	12 wks	Wed 6/4/25	Wed 8/27/25
32	**HVAC**	**120 days**	**Wed 6/4/25**	**Fri 11/21/25**
33	Submittals	8 wks	Wed 6/4/25	Wed 7/30/25
34	3 ton heat pumps	8 wks	Thu 7/31/25	Fri 9/26/25
35	7.5 ton heat pumps	16 wks	Thu 7/31/25	Fri 11/21/25
36	8.5 ton heat pumps	16 wks	Thu 7/31/25	Fri 11/21/25
37	Greenheck fans	8 wks	Thu 7/31/25	Fri 9/26/25
38	Sound attenuators	8 wks	Thu 7/31/25	Fri 9/26/25
39	**Elevator**	**195 days**	**Wed 6/4/25**	**Thu 3/12/26**
41	Contract review	8 wks	Wed 6/4/25	Wed 7/30/25
40	Submittal	3 wks	Thu 7/31/25	Wed 8/20/25
42	Submittal approval	4 wks	Thu 8/21/25	Fri 9/19/25
43	Manufacturing	22 wks	Mon 9/22/25	Thu 2/26/26
44	Delivery	2 wks	Fri 2/27/26	Thu 3/12/26
45	Handicap lifts	15 wks	Wed 6/4/25	Fri 9/19/25
46	Design-build fire sprinklers and deferred permit	8 wks	Wed 6/4/25	Wed 7/30/25
47	Life safety	8 wks	Wed 6/4/25	Wed 7/30/25
48	**Security system-deferred permit**	6 wks	Wed 6/4/25	Wed 7/16/25
49	PG&E	40 wks	Wed 6/4/25	Thu 3/19/26
22	Micropiles	8 wks	Wed 6/18/25	Wed 8/13/25
24	Tower, Marquee, ticket booths and poster cases	6 wks	Wed 6/18/25	Wed 7/30/25
25	**Mechancial platform load review by D/B truss manufacture**	12 wks	Wed 6/18/25	Fri 9/12/25
26	Auditorium ceiling supplemental support system	4 wks	Wed 6/18/25	Wed 7/16/25
30	Historic drinking fountain	15 wks	Wed 6/18/25	Fri 10/3/25
27	GFRC domes	10 wks	Thu 7/17/25	Fri 9/26/25
50				
51	**Construction**	**280 days**	**Thu 8/14/25**	**Thu 9/17/26**
52	Mobilization	3 days	Thu 8/14/25	Mon 8/18/25
53	Site preparation	4 days	Tue 8/19/25	Fri 8/22/25
120	**Site Utilities and Public Right of Way**	**221 days**	**Tue 8/19/25**	**Wed 7/1/26**
121	Survey existing utility pipes	2 wks	Tue 8/19/25	Wed 9/3/25
122	Excavation	2 wks	Thu 4/9/26	Wed 4/22/26
123	Rough plumbing	4 wks	Thu 4/23/26	Wed 5/20/26
124	Inspections and backfill	2 wks	Thu 5/21/26	Wed 6/3/26
125	Sidewalk and street restoration	4 wks	Thu 6/4/26	Wed 7/1/26

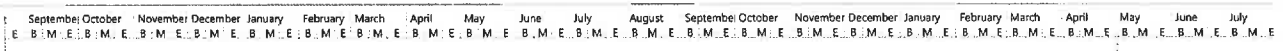


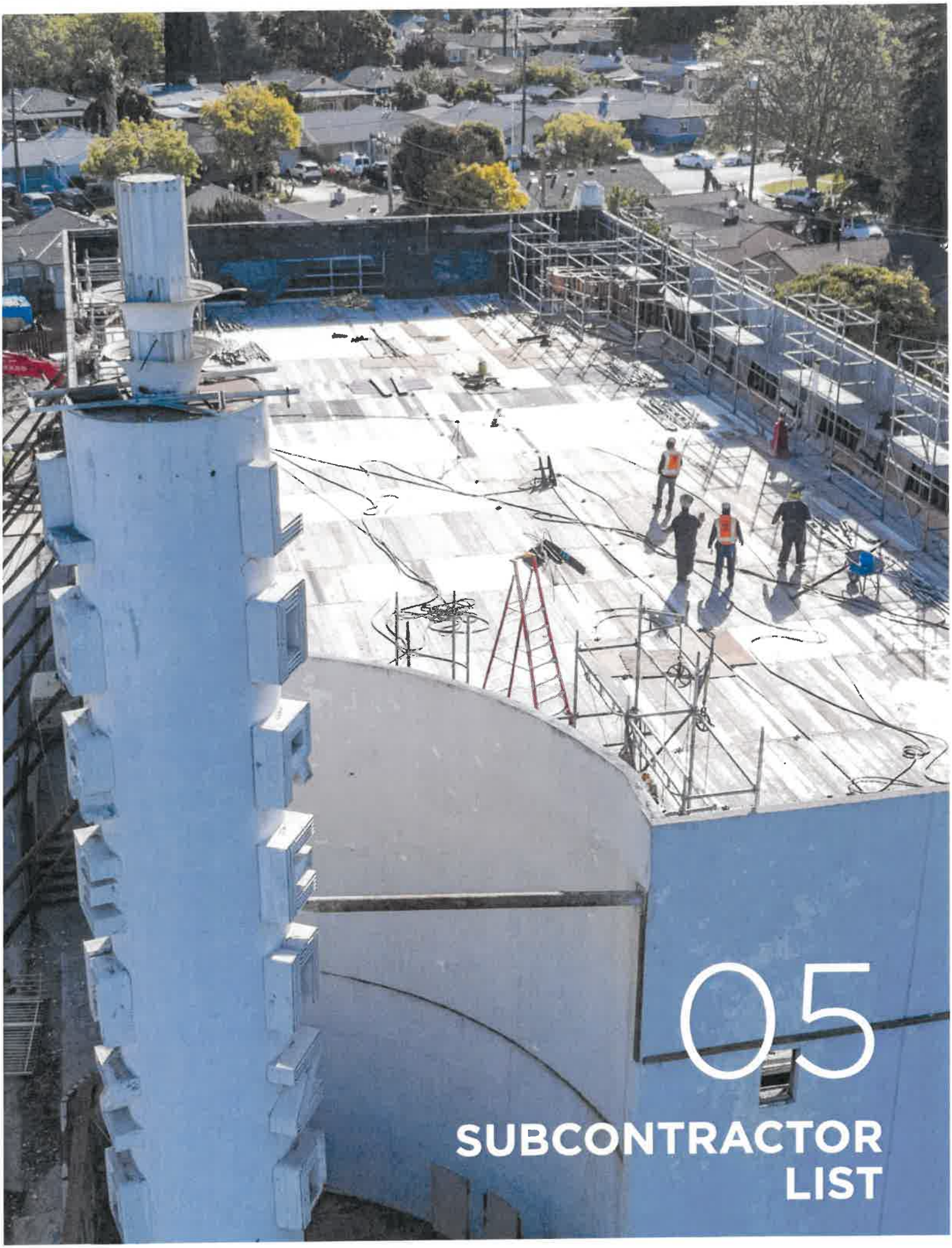
Architectural Resources Group

Fri 5/2/25

Lorenzo Theater Interior Reconstruction
16080 Hesperian Blvd.
Construction Schedule

ID	Task Name	Duration	Start	Finish
55	Survey and layout	1 wk	Mon 8/25/25	Tue 9/2/25
56	Bowl slab demolition and excavation; columns 2-5	2 wks	Wed 9/3/25	Tue 9/16/25
57	Concrete forms and dowels	3 wks	Wed 9/17/25	Tue 10/7/25
60	Tier slab demolition and excavation; columns 6-10	5 days	Wed 9/17/25	Tue 9/23/25
61	Micropiles	3 wks	Wed 9/24/25	Tue 10/14/25
58	Concrete pour	2 days	Wed 10/8/25	Thu 10/9/25
62	Grade beams	2 wks	Wed 10/8/25	Tue 10/21/25
59	Dance floor scaffolding above Bowl	2 wks	Fri 10/10/25	Thu 10/23/25
63	Elevator pit	2 wks	Wed 10/15/25	Tue 10/28/25
64	Pile caps	2 wks	Wed 10/15/25	Tue 10/28/25
67	Structural steel at trusses	3 wks	Fri 10/24/25	Thu 11/13/25
65	Rough plumbing	3 wks	Wed 10/29/25	Tue 11/18/25
68	Structural steel at HVAC platforms	2 wks	Fri 11/14/25	Mon 12/1/25
69	Structural steel at main floor ceiling	3 wks	Fri 11/14/25	Mon 12/8/25
66	Concrete pour	2 days	Wed 11/19/25	Thu 11/20/25
71	Tier wood framing	7 wks	Fri 11/21/25	Wed 1/14/26
70	Structural steel below Tiers	2 wks	Tue 12/2/25	Mon 12/15/25
72	Design-build shoring below tiers	2 wks	Thu 1/1/26	Wed 1/14/26
73	Dance floor scaffolding above tiers	2 wks	Thu 1/15/26	Wed 1/28/26
74	Structural steel at tiers and elevator	1 wk	Thu 1/29/26	Wed 2/4/26
75	Structural steel at trusses	2 wks	Thu 1/29/26	Wed 2/11/26
76	Structural steel at HVAC platforms	2 wks	Thu 1/29/26	Wed 2/11/26
77	Structural steel at main floor ceiling	1 wk	Thu 2/12/26	Wed 2/18/26
78	**Interior Improvements**	**195 days**	**Tue 12/9/25**	**Wed 9/9/26**
79	**Main Auditorium Ceiling**	**150 days**	**Tue 12/9/25**	**Wed 7/8/26**
80	Auditorium main ceiling framing-columns 1 to 6	3 wks	Tue 12/9/25	Wed 12/31/25
81	Auditorium main ceiling framing-columns 6-10	3 wks	Thu 2/19/26	Wed 3/11/26
82	GFRC domes	2 wks	Thu 3/12/26	Wed 3/25/26
83	Rough electrical	6 wks	Thu 3/12/26	Wed 4/22/26
84	Rough mechancial	3 wks	Thu 3/12/26	Wed 4/1/26
85	Rough fire sprinklers	4 wks	Thu 3/12/26	Wed 4/8/26
86	Rough life safety and security	3 wks	Thu 3/12/26	Wed 4/1/26
87	Drywall and plaster	6 wks	Thu 4/16/26	Wed 5/27/26
88	Paint	3 wks	Thu 5/28/26	Wed 6/17/26
89	MEP trim outs	3 wks	Thu 6/18/26	Wed 7/8/26
90	**BOH, Restrooms, Foyer**	**145 days**	**Thu 2/5/26**	**Wed 8/26/26**
91	Layout at BOH, Restrooms, Foyer, Etc.	1 wk	Thu 2/5/26	Wed 2/11/26
92	Wall framing	2 wks	Thu 2/12/26	Wed 2/25/26
93	Rough electrical, life safety, security	10 wks	Thu 2/26/26	Wed 5/6/26
94	Rough plumbing	6 wks	Thu 2/26/26	Wed 4/8/26
95	Rough HVAC	6 wks	Thu 2/26/26	Wed 4/8/26
96	Ceiling framing	3 wks	Thu 2/26/26	Wed 3/18/26
97	Rough sprinklers	6 wks	Thu 3/19/26	Wed 4/29/26
99	Plaster	6 wks	Thu 4/30/26	Wed 6/10/26
98	Drywall	5 wks	Thu 5/7/26	Wed 6/10/26
100	Restrooms Improvements	4 wks	Thu 5/28/26	Wed 6/24/26
101	Elevator installation	6 wks	Thu 6/4/26	Wed 7/15/26
103	Foyer, Lounge and accessory room improvements	3 wks	Thu 6/11/26	Wed 7/1/26
104	Doors	4 wks	Thu 7/2/26	Wed 7/29/26
107	Painting	6 wks	Thu 7/2/26	Wed 8/12/26
102	Elevator testing and commissioning	3 wks	Thu 7/16/26	Wed 8/5/26
105	Finish carpentry	3 wks	Thu 7/23/26	Wed 8/12/26
108	MEP trim outs	4 wks	Thu 7/30/26	Wed 8/26/26
106	Handicap lifts	2 wks	Thu 8/13/26	Wed 8/26/26
109	Railings at Tiers	3 wks	Thu 8/13/26	Wed 9/2/26
110	Railings at Bowl	3 wks	Thu 8/20/26	Wed 9/9/26
141	**Mural Restoration**	**160 days**	**Thu 1/15/26**	**Wed 8/26/26**
142	North & South walls from columns 6 to 8.5	12 wks	Thu 1/15/26	Wed 4/8/26
143	North & South walls from columns 3.5 to 6	12 wks	Thu 4/9/26	Wed 7/1/26





05

SUBCONTRACTOR LIST

DOCUMENT 00 43 36

DESIGNATED SUBCONTRACTORS LIST

PROJECT: Lorenzo Theater Fire Rehabilitation and Façade Renovation Project

Contractor must list hereinafter the name and location of each subcontractor who will be employed, and the kind of Work that each will perform if the Contract is awarded to the Contractor. Contractor acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Contractor's total Proposal, and that as to any Work that Contractor fails to list, Contractor agrees to perform that portion itself or be subjected to penalty under applicable law.

In case more than one subcontractor is named for the same kind of Work, state the portion that each will perform. Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Name and City of Subcontractor (1)	Description of Work: Reference to Contract Items (1)	Prices Under Subcontract (1)	Subcontractor's License Numbers.			
			State of California Contractor's License (1)		Dept. of Industrial Relations Registration No. (DIR) (1)	Business License and City/County Issued (1)
			Classification	License #		
Scaffold Solutions, Inc. American Canyon	Scaffolding	$461,775	C-6/D-39 892913		1000002985	07643 American Canyon
Silverado Contractors, Inc. Oakland	Demolition	$127,900	C-21 782547		1000006758	139810 Hayward
Bradley Concrete Milpitas	Concrete	$735,622	C-8 975261		1000010439	37112 Milpitas
Valley Iron Works Lodi	Structural Steel	$710,549	C-51/C-23 654179		1000000446	09701313 Lodi
Devincenzi Architectural Products Group Burlingame	Metal Fabrications/Decorative Metals	$633,199	C-23 1048462		2000010073	20502728 Burlingame
Elevated Construction Services Fremont	Rough Carpentry	$565,726	B, C-61/D34 1060989		1000553754	092784 Fremont

(Contractor to attach additional sheet(s) if necessary)

END OF DOCUMENT

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			Classification	License #		
Acosta and Sons, Inc. Oakdale	Finish Carpentry	$97,991	B, C-61/D28	622520	1000008067	6394 Oakdale
The Lawson Roofing Company San Francisco	Waterproofing/Roofing	$106,392	C-39	339053	1000006451	0106790 San Francisco
N.V. Heathorn Company Concord	Flashing & Sheet Metal	$70,771	C-43	761659	1000000195	5022248 Concord
Minton Door Company Sunnyvale	Door Assemblies	$567,725	C-61/D28	830681	1000006532	032974 Sunnyvale
Anning Johnson Hayward	Metal Stud Framing, Drywall & Plaster	$1,397,541	B, C-2/C-9	652825	1000000625	652825 Hayward
KZ Tile Company South San Francisco	Tile	$139,985	C-54	767277	1000001756	0353198 San Francisco

(Contractor to attach additional sheet(s) if necessary)

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George E. Masker Painting Oakland	Painting	$199,650	C-33 219160		1000000521	0065384 San Francisco
Evergreen Architectural Arts Brooklyn, N.Y.	Mural Restoration/Decorative Painting	$884,526	C-33/C-35 700709		1000034047	1858169 New York
Arrow Sign Company Oakland	Signage	$316,000	C-45/C-52 314794		1000016389	101540 Oakland
TK Elevator Corp. Atlanta, G	Elevators	$127,650	C-11 651371		1000002104	176-3270-4 Atlanta
Pacific Access Elevators Palo Alto	ADA Lifts	$69,042	C-11 664633		1000004466	664633 Palo Alto
Pribuss Engineeriing, Inc. South San Francisco	Fire Sprinkler	$254,615	C-16 251241		1000016566	0054875 San Francisco

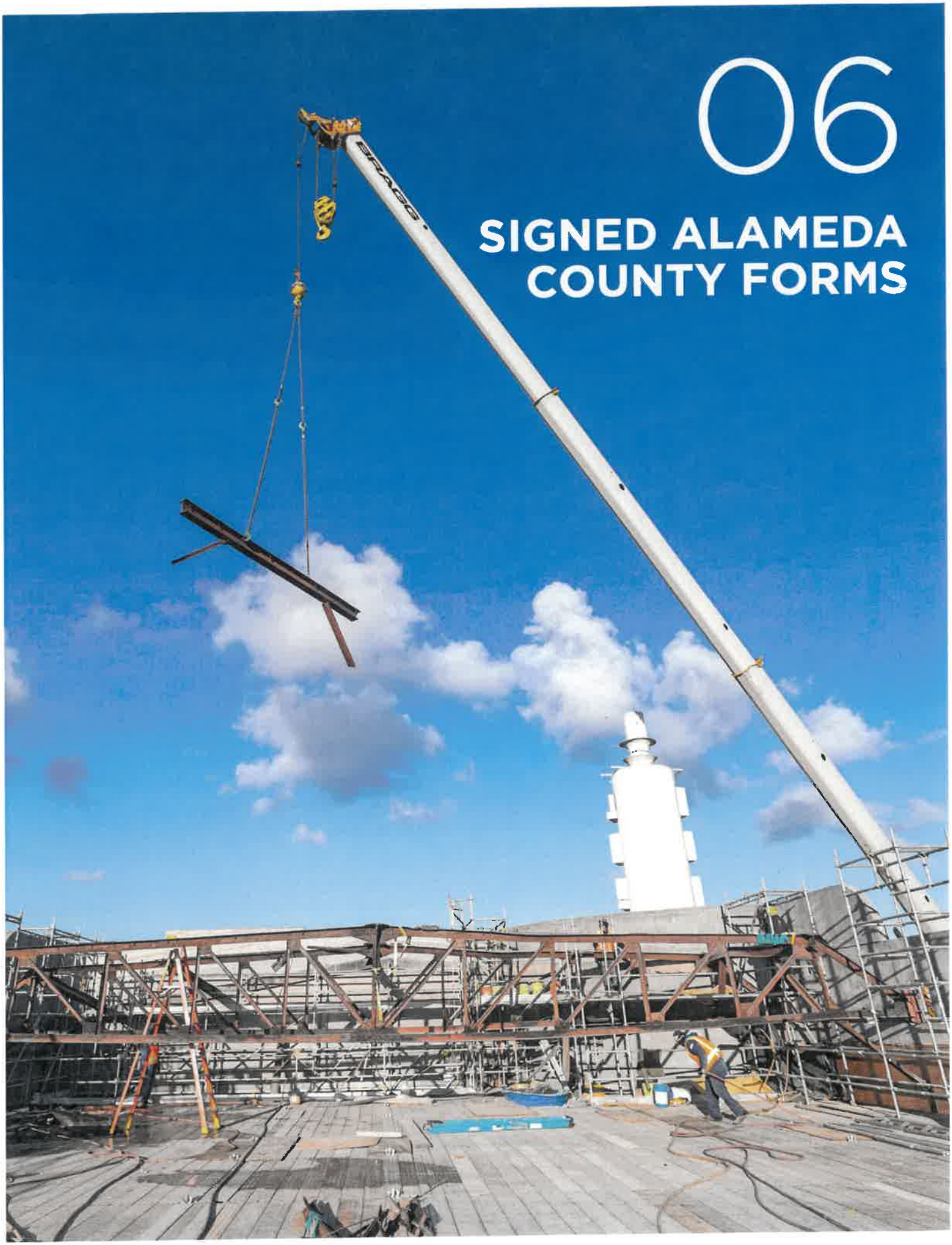
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Bellanti Plumbing South San Francisco	Plumbing	$299,560	C-36 327664		1000005573	076273 South San Francisco
Marina Mechanical Services Livermore	HVAC	$548,400	C-20/C-38 416198		1000000582	789495 Livermore
Decker Electric San Francisco	Electrical	$3,137,279	C-10 3779		1000004442	0007328 San Francisco
Malcolm Drilling San Francisco	Micropiles	$179,646	A/C-61 259543		1000003389	0129777 San Francisco
J Flores Construction San Francisco	Site Utilities	$148,381	A 705393		1000008601	0304130 San Francisco

(Contractor to attach additional sheet(s) if necessary)

END OF DOCUMENT



06

SIGNED ALAMEDA COUNTY FORMS

DOCUMENT 00 43 36

DESIGNATED SUBCONTRACTORS LIST

PROJECT: Lorenzo Theater Fire Rehabilitation and Façade Renovation Project

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J Flores Construction San Francisco	Site Utilities	$148,381	A 705393		1000008601	0304130 San Francisco

(Contractor to attach additional sheet(s) if necessary)

END OF DOCUMENT

DOCUMENT 00 45 01

SITE-VISIT CERTIFICATION

PROJECT: Lorenzo Theater Fire Rehabilitation and Façade Renovation Project

Check whichever option applies:

____ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

__X_ I certify that Carsten Voecker (Contractor's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Contractor's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Contractor agrees to fully indemnify the County of Alameda, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damages, or omissions, related to conditions that could have been identified during my visit and/or the Contractor's representative's visit to the Site.

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

Date: 04/11/2025

Proper Name of Contractor: Plant Construction Company, L.P.

Signature: _____

PRINCIPAL: Carsten Voecker TITLE: Vice President / Construction Manager

END OF DOCUMENT

DOCUMENT 00 45 26

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: Lorenzo Theater Fire Rehabilitation and Façade Renovation Project between County of Alameda (the "County" or the "Owner") and Plant Construction Company, L.P. (the "Contractor" or the "Contractor") (the "Contract" or the "Project").

Labor Code § 3700 in relevant part provides:

> 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 their employees.
> **1.1.1**

I am aware of the provisions of §3700 of the 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.

Date: 04/11/2025

Proper Name of Contractor: Plant Construction Company, L.P

Signature: _____

Print Name: Carsten Voecker

Title: Vice President / Construction Manager

(In accordance with Article 5 – commencing at §1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

DOCUMENT 00 45 46A

PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: Lorenzo Theater Fire Rehabilitation and Façade Renovation Project between County of Alameda (the "County" or the "Owner") and Plant Construction Company, L.P (the "Contractor" or the "Contractor") (the "Contract" or the "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

I hereby acknowledge that County will use the Alameda County Contract Compliance System, including the Elation Systems, Inc. program, to monitor contract labor compliance and Local Hiring Program compliance monitoring. Contractor shall use these Compliance Systems to meet County's requirements and shall participate in training as directed by County to become and remain competent in the use of the Compliance Systems. Costs associated with the Alameda County Contract Compliance System, including the Elation Systems, Inc. programs, shall be borne by Contractor and shall not increase the cost of the Contract.

Date: 04/11/2025

Proper Name of Contractor: Plant Construction Company, L.P

Signature: 

Print Name: Carsten Voecker

Title: Vice President / Construction Manager

END OF DOCUMENT

DOCUMENT 00 45 46B

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: Lorenzo Theater Fire Rehabilitation and Façade Renovation Project ("Contract" or "Project") between the County of Alameda ("County") and Plant Construction Company, L.P ("Contractor")

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for County.

2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

3. Asbestos and/or asbestos-containing material shall be defined as all items containing detectable amounts of, but not limited to, chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite.

4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the County's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the County.

6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements and shall comply with all the provisions outlined therein.

Date: 04/11/2025

Proper Name of Contractor: Plant Construction Company, L.P

Signature: _____

Print Name: Carsten Voecker

Title: Vice President / Construction Manager

END OF DOCUMENT

DOCUMENT 00 45 46C

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: Lorenzo Theater Fire Rehabilitation and Façade Renovation Project between County of Alameda ("County" or "Owner") and Plant Construction Company, L.P ("Contractor") ("Contract" or "Project").

This form shall be executed by the Contractor and by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, and section 21000 et seq. of the Public Resources Code ("CEQA").

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, consultants, employees, trustees, and volunteers pursuant to the indemnification provisions in the Contract Documents for, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Certification of:
☐ Delivery Firm/Transporter ☐ Supplier ☐ Manufacturer
☐ Wholesaler ☐ Broker ☐ Retailer
☐ Distributor ☐ Other _____

Type of Entity
☐ Corporation ☐ General Partnership
■ Limited Partnership ☐ Limited Liability Company
☐ Sole Proprietorship ☐ Other _____

Name of firm ("Firm"): Plant Construction Company, L.P.

Mailing address: 300 Newhall Street, San Francisco, CA 94124

Addresses of branch office used for this Project: 300 Newhall Street, San Francisco, CA 94124

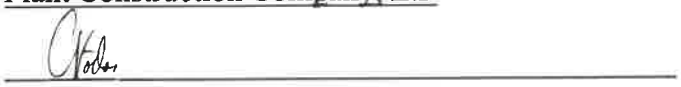
If subsidiary, name and address of parent company: n/a

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health

and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: 04/10/2025

Proper Name of Contractor: Plant Construction Company, L.P

Signature: 

Print Name: Carsten Voecker

Title: Vice President / Construction Manager

END OF DOCUMENT

DOCUMENT 00 52 13A

COUNTY OF ALAMEDA

DEBARMENT AND SUSPENSION CERTIFICATION FORM

The Contractor, under penalty of perjury, certifies that, except as noted below, Contractor, its Principal, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining Contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Plant Construction Company, L.P.

PRINCIPAL: Carsten Voecker TITLE: Vice President / Construction Manager

SIGNATURE: _____ DATE: 04/10/2025

END OF DOCUMENT

THE IRAN CONTRACTING ACT (ICA) OF 2010

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars ($1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

1. The person provides goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

CONTRACTOR (COMPANY): Plant Construction Company, L.P.

NAME/TITLE OF AUTHORIZED SIGNER: Carsten Voecker | Vice President / Construction

SIGNATURE: _____ **DATE:** 04/10/2025

DOCUMENT 00 73 13B

PROJECT STABILIZATION/COMMUNITY BENEFIT AGREEMENT (PSCBA) 2020

1. Summary

1.1. A copy of the PSCBA is included for reference in Document 00 73 13B.

END OF DOCUMENT

DOCUMENT 00 73 13B – EXHIBIT B

CONTRACTOR AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor (CONTRACTOR) on a project of the County of Alameda, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the "Project Stabilization/Community Benefits Agreement for the County of Alameda" (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT, together with any and all amendments and supplements now existing or which are later made thereto;

(2) The CONTRACTOR agrees to be bound by the legally established local trust agreements as set forth in Article 14 of the AGREEMENT and agrees to execute a separate subscription agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).;

(3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;

(4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT;

(5) Agrees to secure from any CONTRACTORS (as defined in said AGREEMENT) which is or becomes a Subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: Plant Construction Company, L.P.

California Contractor State License No. or Motor Carrier (CA) Permit No.: 995375

Name of Authorized Person (print): Carsten Voecker

Signature of Authorized Person: _____

Title of Authorized Person: Vice President / Construction Manager

Telephone Number of Contractor: 415.285.0500

Address of Contractor: 300 Newhall Street, San Francisco, CA 94124

State Public Works Registration Number: 1000575696

PLANT



PLANT CONSTRUCTION COMPANY, L.P. 300 NEWHALL STREET, SAN FRANCISCO, CA 94124
415.285.0500 PLANTCONSTRUCTION.COM LICENSE NO. 995375

ACORD® EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

DATE (MM/DD/YYYY): 6/24/2025

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

PRODUCER NAME, CONTACT PERSON AND ADDRESS / **PHONE (A/C, No, Ext):** 408-973-9500 Arthur J. Gallagher Risk Management Services, LLC 160 W Santa Clara St Ste 300 San Jose, CA 95113 License#: 0D69293	**COMPANY NAME AND ADDRESS** / **NAIC NO:** 15792 Underwriters at Lloyd's London 181 W Madison Street, Suite 3870 Chicago, IL 60602
FAX (A/C, No): 408-257-2985 / **E-MAIL ADDRESS:**	**IF MULTIPLE COMPANIES, COMPLETE SEPARATE FORM FOR EACH**
CODE: / **SUB CODE:**	**POLICY TYPE** Builder's Risk Insurance
AGENCY CUSTOMER ID #:	
NAMED INSURED AND ADDRESS Plant Construction Company, L.P. 300 Newhall Street San Francisco CA 94124	**LOAN NUMBER** / **POLICY NUMBER** BR022064 001
	EFFECTIVE DATE: 08/01/2025 / **EXPIRATION DATE**: 12/01/2026 / ☐ CONTINUED UNTIL TERMINATED IF CHECKED
ADDITIONAL NAMED INSURED(S)	**THIS REPLACES PRIOR EVIDENCE DATED:**

PROPERTY INFORMATION (ACORD 101 may be attached if more space is required) ☒ BUILDING OR ☐ BUSINESS PERSONAL PROPERTY

LOCATION / DESCRIPTION
PCCLP Job# 2024019: Lorenzo Theater Interior Reconstruction, 16080 Hesperian Blvd., San Lorenzo, CA 94580

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

COVERAGE INFORMATION

PERILS INSURED: ☐ BASIC ☐ BROAD ☒ SPECIAL ☒ Flood

COMMERCIAL PROPERTY COVERAGE AMOUNT OF INSURANCE: $ 17,800,000 — DED: See Remarks

	YES	NO	N/A		
☐ BUSINESS INCOME ☐ RENTAL VALUE			X	If YES, LIMIT:	Actual Loss Sustained; # of months:
BLANKET COVERAGE			X	If YES, indicate value(s) reported on property identified above: $	
TERRORISM COVERAGE	X			Attach Disclosure Notice / DEC	
IS THERE A TERRORISM-SPECIFIC EXCLUSION?			X		
IS DOMESTIC TERRORISM EXCLUDED?			X		
LIMITED FUNGUS COVERAGE			X	If YES, LIMIT:	DED:
FUNGUS EXCLUSION (If "YES", specify organization's form used)			X		
REPLACEMENT COST	X				
AGREED VALUE	X				
COINSURANCE			X	If YES, %	
EQUIPMENT BREAKDOWN (If Applicable)	X			If YES, LIMIT: 17,800,000	DED: See Remarks
ORDINANCE OR LAW - Coverage for loss to undamaged portion of bldg	X			If YES, LIMIT: 17,800,000	DED: See Remarks
- Demolition Costs	X			If YES, LIMIT: 2,500,000	DED: See Remarks
- Incr. Cost of Construction	X			If YES, LIMIT: 2,500,000	DED: See Remarks
EARTH MOVEMENT (If Applicable)		X		If YES, LIMIT:	DED:
FLOOD (If Applicable)	X			If YES, LIMIT: 5,000,000	DED: 250,000
WIND / HAIL INCL ☒ YES ☐ NO Subject to Different Provisions:			X	If YES, LIMIT:	DED:
NAMED STORM INCL ☐ YES ☐ NO Subject to Different Provisions:			X	If YES, LIMIT:	DED:
PERMISSION TO WAIVE SUBROGATION IN FAVOR OF MORTGAGE HOLDER PRIOR TO LOSS			X		

CANCELLATION

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

ADDITIONAL INTEREST

☐ CONTRACT OF SALE ☐ LENDER'S LOSS PAYABLE ☐ LOSS PAYEE
☐ MORTGAGEE

NAME AND ADDRESS

County of Alameda
Community Development Agency
16080 Hesperian Blvd.
San Lorenzo, CA 94580

LENDER SERVICING AGENT NAME AND ADDRESS

AUTHORIZED REPRESENTATIVE

Daylan D. Bowers

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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC	**NAMED INSURED** Plant Construction Company, L.P. 300 Newhall Street San Francisco CA 94124
POLICY NUMBER BR022064 001	
CARRIER Underwriters at Lloyd's London / **NAIC CODE** 15792	**EFFECTIVE DATE:** 08/01/2025

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 28 **FORM TITLE:** EVIDENCE OF COMMERCIAL PROPERTY INSURANCE

REMARKS:

Soft Costs: $1,000,000 Per Occurrence

Limits of Liability: $18,800,000 Per Occurrence / $5,000,000 Flood Sublimit

Deductibles: $50k Special Form Perils EXCEPT: $150k Water Damage, $250k Flood; EQ – Not Covered

Eirion Policy Number: BR022064 001
- Individual Carrier Policy Numbers:
  - o Transverse Specialty Insurance Company: TSEIBR001387-00
  - o Columbia Casualty Company: EIR834730320
  - o Westfield Specialty Insurance Company: WBR-580068J-00

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Executed in Duplicate

DOCUMENT 00 61 13A

Bond No. 30249192
Premium: $119,579.00

PERFORMANCE BOND FORM
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the Board of Supervisors of the County of Alameda ("County") and Plant Construction Company, L.P. "Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Lorenzo Theater Fire Rehabilitation and Façade Renovation (Project Name)

("Project" or "Contract")

which Contract dated June 4, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

And WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and Western Surety Company "Surety") are held and firmly bound unto the Board of County in the penal sum of Seventeen Million Eight Hundred Seven Thousand Seven Hundred Forty Four Dollars ($17,807,744.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to perform all the work required to complete the Project and to pay to County all damages County incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 9th day of June, 2025.

(Affix Corporate Seal)

Plant Construction Company, L.P.
Principal

By

Western Surety Company
Surety

By Kathleen Earle, Attorney-in-Fact

Woodruff-Sawyer & Co.
Name of California Agent of Surety
2121 N. California Blvd., Ste. 625
Walnut Creek, CA 94596
Address of California Agent of Surety

415-399-6349
Telephone Number of California Agent of Surety

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

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Contra Costa)

On JUN - 9 2025 before me, Lucy Michelle Dunham, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Kathleen Earle----------
Name(s) of Signer(s)

---

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

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

WITNESS my hand and official seal.

LUCY MICHELLE DUNHAM
Notary Public - California
Contra Costa County
Commission # 2473818
My Comm. Expires Nov 27, 2027

Signature Lucy Michelle Dunham
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this 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: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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No. 3472

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

Western Surety Company

of Sioux Falls, South Dakota, organized under the laws of South Dakota, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety and Liability

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 21st day of March, 1975, I have hereunto set my hand and caused my official seal to be affixed this 21st day of March, 1975.*

Fee $25.00

Wesley J. Kinder
Insurance Commissioner

Rec. No. 61589

Filed 10-4-74

By

Wallace W. Scales
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused my official seal to be affixed this 19th day of June, 2014.*

Dave Jones
Insurance Commissioner

By Pauline D'Andrea

Pauline D'Andrea

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles R Shoemaker, Kathleen Earle, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Yvonne Roncagliolo, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Erica Li, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, Nathalia P Sholl, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of December, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 30th day of December, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT
NOTARY PUBLIC
SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of June, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

Executed in Duplicate

DOCUMENT 00 61 13B

Bond No. 30249192
Premium Included in Performance Bond

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the Board of Supervisors of the County of Alameda ("County") and Plant Construction Company, L.P, "Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Lorenzo Theater Fire Rehabilitation and Façade Renovation

("Project")

which Contract dated June 4, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Maximum Contract Value, to secure the claims to which reference is made in §§ 9000, 9100, 9356 through 9560, and 9564 of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, WE, the Principal and Western Surety Company, "Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Seventeen Million Eight Hundred Seven Thousand Seven Hundred Forty Four Dollars ($17,807,744.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

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

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under §§ 9000, 9100, 9356 through

9560, and 9564 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 9th day of June, 2025.

(Affix Corporate Seal)

Plant Construction Company, L.P.
Principal

By

Western Surety Company
Surety

By Kathleen Earle, Attorney-in-Fact

Woodruff-Sawyer & Co.
Name of California Agent of Surety

2121 N. California Blvd., Ste. 625
Walnut Creek, CA 94596
Address of California Agent of Surety

415-399-6349
Telephone Number of California Agent of Surety

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

END OF DOCUMENT

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Contra Costa)

On JUN - 9 2025 before me, Lucy Michelle Dunham, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Kathleen Earle
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

LUCY MICHELLE DUNHAM
Notary Public - California
Contra Costa County
Commission # 2473818
My Comm. Expires Nov 27, 2027

Signature Lucy Michelle Dunham
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this 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: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☒ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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No. 3472

STATE OF CALIFORNIA

DEPARTMENT OF INSURANCE

SAN FRANCISCO

Amended

Certificate of Authority

THIS IS TO CERTIFY, *That, pursuant to the Insurance Code of the State of California,*

Western Surety Company

of Sioux Falls, South Dakota, organized under the laws of South Dakota, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

Surety and Liability

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE *is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.*

IN WITNESS WHEREOF, *effective as of the 21st day of March, 1975, I have hereunto set my hand and caused my official seal to be affixed this 21st day of March, 1975.*

Fee $25.00

Rec. No. 61589

Filed 10-4-74

Wesley J. Kinder
Insurance Commissioner

By

Wallace W. Scales
Deputy

Certification

I, the undersigned Insurance Commissioner of the State of California, do hereby certify that I have compared the above copy of Certificate of Authority with the duplicate of original now on file in my office, and that the same is a full, true, and correct transcript thereof, and of the whole of said duplicate, and said Certificate of Authority is now in full force and effect.

IN WITNESS WHEREOF, *I have hereunto set my hand and caused my official seal to be affixed this 19th day of June, 2014.*

Dave Jones
Insurance Commissioner

By Pauline D'Andrea
Pauline D'Andrea

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Charles R Shoemaker, Kathleen Earle, Kelly Holtemann, Mark M Munekawa, Nerissa S Bartolome, Yvonne Roncagliolo, Patrick R Diebel, Karen Rhodes, Valerie Takeuchi, Erica Li, Christina Parsons, Zachary V Overbay, Andrew S Holloway, Rossio Polio, Lucy M Dunham, Christopher M Howell, Nathalia P Sholl, Individually

of San Francisco, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the Authorizing By-Laws and Resolutions printed at the bottom of this page, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 30th day of December, 2024.

WESTERN SURETY COMPANY

Larry Kasten, Vice President

State of South Dakota
County of Minnehaha } ss

On this 30th day of December, 2024, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
March 2, 2026

M. BENT NOTARY PUBLIC SOUTH DAKOTA

M. Bent, Notary Public

CERTIFICATE

I, Paula Kolsrud, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Laws and Resolutions of the corporation printed below this certificate are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 9th day of June, 2025.

WESTERN SURETY COMPANY

Paula Kolsrud, Assistant Secretary

Authorizing By-Laws and Resolutions

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

This Power of Attorney is signed by Larry Kasten, Vice President, who has been authorized pursuant to the above Bylaw to execute power of attorneys on behalf of Western Surety Company.

This Power of Attorney may be signed by digital signature and sealed by a digital or otherwise electronic-formatted corporate seal under and by the authority of the following Resolution adopted by the Board of Directors of the Company by unanimous written consent dated the 27th day of April, 2022:

"RESOLVED: That it is in the best interest of the Company to periodically ratify and confirm any corporate documents signed by digital signatures and to ratify and confirm the use of a digital or otherwise electronic-formatted corporate seal, each to be considered the act and deed of the Company."

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/8/2025

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 SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
160 West Santa Clara Street
Suite 300
San Jose CA 95113

CONTACT NAME:
PHONE (A/C, No, Ext): 408-973-9500 **FAX (A/C, No):**
E-MAIL ADDRESS: GCSSFCerts@ajg.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Arch Insurance Company	11150
INSURER B : Steadfast Insurance Company	26387
INSURER C : XL Insurance America, Inc.	24554
INSURER D :	
INSURER E :	
INSURER F :	

INSURED PLANCON-01
Plant Construction Company, L.P.
300 Newhall Street
San Francisco CA 94124

COVERAGES **CERTIFICATE NUMBER:** 899073453 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR X Contractual Liab X "XCU" & "BFPD" GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [X] LOC X OTHER: $50K Deductible	Y		71PKG8885820	11/1/2024	11/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$2,000,000 $250,000 $5,000 $2,000,000 $4,000,000 $4,000,000 $
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY	Y		71PKG8885820	11/1/2024	11/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Comp./Coll. Ded.	$2,000,000 $ $ $ $2,500
C	UMBRELLA LIAB [X] OCCUR X EXCESS LIAB [ ] CLAIMS-MADE DED [X] RETENTION $ $-0-	Y		US00095224LI24A	11/1/2024	11/1/2025	EACH OCCURRENCE AGGREGATE Drop Down Provision	$5,000,000 $5,000,000 $
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		74WCI8942720	11/1/2024	11/1/2025	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $1,000,000 $1,000,000 $1,000,000
B B	Contractor's Professional Liab. Contractor's Pollution Liab.	N		EOC762913004 EOC762913004	11/1/2024 11/1/2024	11/1/2025 11/1/2025	See Below See Below	See Below See Below

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

Coverage: Claims-Made Contractor's Professional Liability
Retroactive Date: 01/01/1998
Limits: $2M Each Act, Error or Omission / $2M Aggregate
SIR Amount: $100K Each Act, Error or Omission

Coverage: Occurrence Contractor's Pollution Liability with Mold Coverage
Limits: $2M Each Pollution Condition / $2M Aggregate
SIR Amount: $25,000 Each Occurrence
See Attached...

CERTIFICATE HOLDER

County of Alameda
Community Development Agency
16080 Hesperian Blvd.
San Lorenzo CA 94580

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: PLANCON-01

LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY Arthur J. Gallagher Risk Management Services, LLC	NAMED INSURED Plant Construction Company, L.P. 300 Newhall Street San Francisco CA 94124
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

Excess Liability provides follow-form coverage over the underlying General Liability, Automobile Liability and Employer's Liability policies.

PCCLP Job# 2024019: Lorenzo Theater Interior Reconstruction, 16080 Hesperian Blvd., San Lorenzo, CA 94580

County of Alameda, its Board of Supervisors, the individual members thereof, and all County officers, agents, employees, volunteers, and representatives as required by contract documents executed with Plant Construction Company, L.P. prior to the date of loss are included as Additional Insureds on all policies (except for Professional Liability, Pollution Liability, Workers' Compensation and Employer's Liability Insurance) for both ongoing and completion operations on a primary and non-contributory basis per attached Endorsements CG20100704, CG20370704, CG20010413, 00CA0070001013, CA04491116 and CXU4200715.

Thirty Days' Advance Notice of Cancellation (except for reason of non-payment of premium at ten days) to Certificate Holder per attached Endorsement 00ML0087001110.

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT COVERAGE AFFORDED TO THESE ADDITIONAL INSURED PARTIES WILL BE PRIMARY TO, AND NON-CONTRIBUTORY WITH, ANY OTHER INSURANCE AVAILABLE TO THAT PERSON OR ORGANIZATION	PER WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
ALL PARTIES WHERE REQUIRED BY A WRITTEN CONTRACT COVERAGE AFFORDED TO THESE ADDITIONAL INSURED PARTIES WILL BE PRIMARY TO, AND NON-CONTRIBUTORY WITH, ANY OTHER INSURANCE AVAILABLE TO THAT PERSON OR ORGANIZATION	
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

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

© ISO Properties, Inc., 2004

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

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

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

© Insurance Services Office, Inc., 2012

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name of Person(s) or Organization(s):
ANY PERSON OR ORGANIZATION THAT YOU HAVE AGREED IN A WRITTEN CONTRACT, THAT SUCH PERSON OR ORGANIZATION IS AN ADDITIONAL INSURED ON THIS POLICY.

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

Under **Covered Autos Liability Coverage**, the **Who is An Insured** provision is amended to include as an "insured" the person(s) or organization(s) named in the Schedule above, but only with respect to their legal liability for your acts or omissions or acts or omissions of any person for whom **Covered Auto Liability Coverage** is afforded under this policy.

All other terms and conditions of this Policy remain unchanged.

Endorsement Number:

Policy Number: 71PKG8885820

Named Insured: PLANT CONSTRUCTION COMPANY, L.P.

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 11/1/2024

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY – OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

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

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

A. The following is added to the **Other Insurance** Condition in the Business Auto Coverage Form and the **Other Insurance – Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

B. The following is added to the **Other Insurance** Condition in the Auto Dealers Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

© Insurance Services Office, Inc., 2016

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION – CERTIFICATE HOLDERS (SPECIFIED DAYS)

The person(s) or organization(s) listed or described in the Schedule below have requested that they receive written notice of cancellation when this policy is cancelled by us. We will mail or deliver to the Person(s) or Organization(s) listed or described in the Schedule a copy of the written notice of cancellation that we sent to you. If possible, such copies of the notice will be mailed at least **30** days, except for cancellation for non-payment of premium which will be mailed 10 days, prior to the effective date of the cancellation, to the address or addresses of certificate holders as provided by your broker or agent.

Schedule

Person(s) or Organization(s) including mailing address:

All certificate holders where written notice of the cancellation of this policy is required by written contract, permit or agreement with the Named Insured and whose names and addresses will be provided by the broker or agent listed in the Declarations Page of this policy for the purposes of complying with such request.

This notification of cancellation of the policy is intended as a courtesy only. Our failure to provide such notification to the person(s) or organization(s) shown in the Schedule will not extend any policy cancellation date nor impact or negate any cancellation of the policy. This endorsement does not entitle the person(s) or organization(s) listed or described in the Schedule above to any benefit, rights or protection under this policy.

Any provision of this endorsement that is in conflict with a statute or rule is hereby amended to conform to that statute or rule.

All other terms and conditions of this policy remain unchanged.

Endorsement Number:

Policy Number: 71PKG8885820 & 74WCI8942720

Named Insured: **Plant Construction Company, L.P.; et al.**

This endorsement is effective on the inception date of this Policy unless otherwise stated herein:

Endorsement Effective Date: 11/01/2024

Endorsement No.: **3**

Effective Date: **November 01, 2024** Issue Date:

Attached to and forming part of Policy No.: **US00095224LI24A**

Issued To: **Plant Construction Company, L.P.**

By: **XL Insurance America, Inc.**

Amendment to Condition J. Other Insurance Endorsement

This endorsement changes the policy. Please read it carefully.

This endorsement modifies insurance provided under the following:

Excess Liability Policy

SECTION V – CONDITIONS, Condition J. is deleted in its entirety and replaced by the following:

J. **Other Insurance**

1. If other valid and collectible insurance is available to you covering a "Loss" also covered by this policy, other than a policy that is specifically written to apply in excess of this policy, the insurance afforded by this policy shall apply in excess of and will not contribute with such "Other Insurance".

2. However, if you have agreed in a written contract with another person or organization that this policy shall be primary and non-contributory with such other person or organization's coverage, then this policy will respond as primary and non-contributory but only with respect to damage arising out of insured operations or work on your behalf performed under such written contract.. When this provision applies, the coverage available to the other person or organization will be the lesser of this policy's Limits of Insurance or the minimum limits required by such written contract but only if such person or organization is included under the coverage provided by all policies shown in Item 4. Underlying Insurance of the Declarations.

All other terms, conditions, definitions and exclusions of this policy remain unchanged.

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DOCUMENT 00 45 26

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: Lorenzo Theater Fire Rehabilitation and Façade Renovation Project between County of Alameda (the "County" or the "Owner") and Plant Construction Company, L.P. (the "Contractor" or the "Contractor") (the "Contract" or the "Project").

Labor Code § 3700 in relevant part provides:

> 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 their employees.
> **1.1.1**

I am aware of the provisions of §3700 of the 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.

Date: 04/11/2025

Proper Name of Contractor: Plant Construction Company, L.P

Signature: _____

Print Name: Carsten Voecker

Title: Vice President / Construction Manager

(In accordance with Article 5 – commencing at §1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

DOCUMENT 00 45 46A

PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: Lorenzo Theater Fire Rehabilitation and Façade Renovation Project between County of Alameda (the "County" or the "Owner") and Plant Construction Company, L.P (the "Contractor" or the "Contractor") (the "Contract" or the "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

I hereby acknowledge that County will use the Alameda County Contract Compliance System, including the Elation Systems, Inc. program, to monitor contract labor compliance and Local Hiring Program compliance monitoring. Contractor shall use these Compliance Systems to meet County's requirements and shall participate in training as directed by County to become and remain competent in the use of the Compliance Systems. Costs associated with the Alameda County Contract Compliance System, including the Elation Systems, Inc. programs, shall be borne by Contractor and shall not increase the cost of the Contract.

Date: 04/11/2025

Proper Name of Contractor: Plant Construction Company, L.P

Signature: _____

Print Name: Carsten Voecker

Title: Vice President / Construction Manager

END OF DOCUMENT

DOCUMENT 00 45 46B

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: Lorenzo Theater Fire Rehabilitation and Façade Renovation Project ("Contract" or "Project") between the County of Alameda ("County") and Plant Construction Company, L.P ("Contractor")

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for County.

2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

3. Asbestos and/or asbestos-containing material shall be defined as all items containing detectable amounts of, but not limited to, chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite.

4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the County's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the County.

6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements and shall comply with all the provisions outlined therein.

Date: 04/11/2025

Proper Name of Contractor: Plant Construction Company, L.P

Signature: _____

Print Name: Carsten Voecker

Title: Vice President / Construction Manager

END OF DOCUMENT

DOCUMENT 00 73 13B – EXHIBIT B

CONTRACTOR AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor (CONTRACTOR) on a project of the County of Alameda, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the "Project Stabilization/Community Benefits Agreement for the County of Alameda" (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT, together with any and all amendments and supplements now existing or which are later made thereto;

(2) The CONTRACTOR agrees to be bound by the legally established local trust agreements as set forth in Article 14 of the AGREEMENT and agrees to execute a separate subscription agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).;

(3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;

(4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT;

(5) Agrees to secure from any CONTRACTORS (as defined in said AGREEMENT) which is or becomes a Subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR: Plant Construction Company, L.P.

California Contractor State License No. or Motor Carrier (CA) Permit No.: 995375

Name of Authorized Person (print): Carsten Voecker

Signature of Authorized Person: [signature]

Title of Authorized Person: Vice President / Construction Manager

Telephone Number of Contractor: 415.285.0500

Address of Contractor: 300 Newhall Street, San Francisco, CA 94124

State Public Works Registration Number: 1000575696

DOCUMENT 00 52 13A

COUNTY OF ALAMEDA

DEBARMENT AND SUSPENSION CERTIFICATION FORM

The Contractor, under penalty of perjury, certifies that, except as noted below, Contractor, its Principal, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining Contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Plant Construction Company, L.P.

PRINCIPAL: Carsten Voecker TITLE: Vice President / Construction Manager

SIGNATURE: _____ DATE: 04/10/2025

END OF DOCUMENT

THE IRAN CONTRACTING ACT (ICA) OF 2010

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars ($1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

1. The person provides goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

CONTRACTOR (COMPANY): Plant Construction Company, L.P.

NAME/TITLE OF AUTHORIZED SIGNER: Carsten Voecker | Vice President / Construction

SIGNATURE: _____ **DATE:** 04/10/2025

DOCUMENT 00 01 01

SPECIFICATIONS AND OTHER CONTRACT DOCUMENTS

COUNTY OF ALAMEDA
LORENZO THEATRE FIRE REHABILITATION
AND FAÇADE RENOVATION PROJECT
16080 HESPERIAN BLVD
SAN LORENZO, CALIFORNIA

COUNTY OF ALAMEDA
COMMUNITY DEVELOPMENT AGENCY
224 WINTON AVENUE
ROOM 110
HAYWARD, CALIFORNIA

Architecture and Engineering
Architectural Resources Group
Pier 9, The Embarcadero, Ste 107
San Francisco, CA

DOCUMENT 00 01 10

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EXHIBITS
A. Plant Construction Company Quotation 4, Revision 4 dated May 16, 2025
B. Lorenzo Theater Interior Reconstruction Bid Set Drawings dated January 31, 2024
C. Rockridge Geotechnical Report Dated January 30, 2023
D. Pacific Gas & Electric Construction Drawing, Dated April 4, 2024

END OF DOCUMENT

DOCUMENT 00 31 19

EXISTING CONDITIONS INFORMATION

1. Summary

This document describes existing conditions at or near the Project, and use of information available regarding existing conditions. This document is **not** part of the Contract Documents. See General Conditions for definitions of terms used herein.

2. Reports and Information on Existing Conditions

2.1. Documents providing a general description of the Site and conditions of the Work may have been collected by County its consultants, contractors, and tenants. These documents may include previous contracts, contract specifications, tenant improvement contracts, as-built drawings, utility drawings, and information regarding underground facilities.

2.2. Information regarding existing conditions may also be included in the Project Manual.

2.3. The following reports and information regarding existing conditions and Underground Facilities at or contiguous to the Site have been provided to the Contractor:

1. Lorenzo Theater Original Construction Drawings, dated June 12, 1945
2. Lorenzo Theater Mural Protection Option 3 Drawings by Architectural Resources Group including seismic upgrade, roof structure and new roofing, dated April 14, 2021 (Construction completed January 11, 2023)
3. Delta 2 dated May 26, 2021Concrete Repair Post-Fire Rehabilitation dated March 5, 2021
4. Electrical Service Installation Post-Fire Repairs at Panel Room dated March 12, 2021, delta 3 dated May 4, 2021
5. Truss Repair and Stabilization dated September 30, 2021
6. Asbestos and Lead Survey Report by ACC Environmental Consultants, dated June 15, 2020
7. Lorenzo Theater Murals Conservation Testing and Treatment Design by ARG Conservation Services, dated January 12, 2023
8. Lorenzo Theater Re-use Feasibility Update Report by Page and Turnbull, dated August 20, 2019

3. Use of Information

3.1. Information regarding existing conditions was obtained only for use of County and its consultants, contractors, and tenants for planning and design.

3.2. County does not warrant, and makes no representation regarding, the accuracy or thoroughness of any information regarding existing conditions.

3.3. Under no circumstances shall County be deemed to warrant or represent existing above-ground conditions, as-built conditions, or other actual conditions, verifiable by independent investigation.

3.4. Any information shown or indicated in the reports and other data supplied herein with respect to existing underground facilities at or contiguous to the Project may be based upon information and data furnished to County by the County's employees and/or consultants or builders of such underground facilities or others. County does not assume responsibility for the completeness of this information, and Contractor is solely responsible for any interpretation or conclusion drawn from this information.

3.5. County shall be responsible only for the general accuracy of information regarding underground facilities, and only for those underground facilities that are owned by County, and only where Contractor has conducted the independent investigation required of it pursuant to the Instructions to Contractors, and discrepancies are not apparent.

4. Investigations/Site Examinations

4.1. Before submitting a proposal, Contractor was responsible for conducting or obtaining any additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the Site or otherwise, that may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by Contractor and safety precautions and programs incident thereto or that Contractor deems necessary to determine its proposal for performing and furnishing the Work in accordance with the time, price, and other terms and conditions of the Contract Documents.

4.2. On request, County provided Contractor access to the Site to conduct such examinations and investigations as Contractor deemed necessary for submission of a proposal.

END OF DOCUMENT

DOCUMENT 00 43 36

DESIGNATED SUBCONTRACTORS LIST

PROJECT: Lorenzo Theater Fire Rehabilitation and Façade Renovation Project

Contractor must list hereinafter the name and location of each subcontractor who will be employed, and the kind of Work that each will perform if the Contract is awarded to the Contractor. Contractor acknowledges and agrees that under Public Contract Code section 4100, et seq., it must clearly set forth below the name and location of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the Work in an amount in excess of one-half of one percent (1/2 of 1%) of Contractor's total Proposal, and that as to any Work that Contractor fails to list, Contractor agrees to perform that portion itself or be subjected to penalty under applicable law.

In case more than one subcontractor is named for the same kind of Work, state the portion that each will perform. Vendors or suppliers of materials only do not need to be listed.

If further space is required for the list of proposed subcontractors, additional sheets showing the required information, as indicated below, shall be attached hereto and made a part of this document.

Name and City of Subcontractor (1)	Description of Work: Reference to Contract Items (1)	Prices Under Subcontract (1)	Subcontractor's License Numbers.			
			State of California Contractor's License (1)		Dept. of Industrial Relations Registration No. (DIR) (1)	Business License and City/County Issued (1)
			Classification	License #		

(Contractor to attach additional sheet(s) if necessary)

END OF DOCUMENT

DOCUMENT 00 45 01

SITE-VISIT CERTIFICATION

PROJECT: Lorenzo Theater Fire Rehabilitation and Façade Renovation Project

Check whichever option applies:

____ I certify that I visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. I fully understand the facilities, difficulties, and restrictions attending the execution of the Work under contract.

____ I certify that _____ (Contractor's representative) visited the Site of the proposed Work and became fully acquainted with the conditions relating to construction and labor. The Contractor's representative fully understood the facilities, difficulties, and restrictions attending the execution of the Work under contract.

Contractor agrees to fully indemnify the County of Alameda, its Architect, its Engineer, its Construction Manager, and all of their respective officers, agents, employees, and consultants from any damages, or omissions, related to conditions that could have been identified during my visit and/or the Contractor's representative's visit to the Site.

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

Date: _____

Proper Name of Contractor: Plant Construction Company, L.P.

Signature: _____

PRINCIPAL: Carsten Voecker TITLE: Vice President / Construction Manager

END OF DOCUMENT

DOCUMENT 00 45 26

WORKERS' COMPENSATION CERTIFICATION

PROJECT/CONTRACT NO.: Lorenzo Theater Fire Rehabilitation and Façade Renovation Project between County of Alameda (the "County" or the "Owner") and Plant Construction Company, L.P. (the "Contractor" or the "Contractor") (the "Contract" or the "Project").

Labor Code § 3700 in relevant part provides:

> 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 their employees.
> **1.1.1**

I am aware of the provisions of §3700 of the 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.

Date: _____

Proper Name of Contractor: Plant Construction Company, L.P

Signature: _____

Print Name: Carsten Voeckner

Title: Vice President / Construction Manager

(In accordance with Article 5 – commencing at §1860, chapter 1, part 7, division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any Work under this Contract.)

END OF DOCUMENT

DOCUMENT 00 45 46A

PREVAILING WAGE AND RELATED LABOR REQUIREMENTS CERTIFICATION

PROJECT/CONTRACT NO.: Lorenzo Theater Fire Rehabilitation and Façade Renovation Project between County of Alameda (the "County" or the "Owner") and Plant Construction Company, L.P (the "Contractor" or the "Contractor") (the "Contract" or the "Project").

I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hours' notice, payroll records, and apprentice and trainee employment requirements, for all Work on the above Project.

I hereby acknowledge that County will use the Alameda County Contract Compliance System, including the Elation Systems, Inc. program, to monitor contract labor compliance and Local Hiring Program compliance monitoring. Contractor shall use these Compliance Systems to meet County's requirements and shall participate in training as directed by County to become and remain competent in the use of the Compliance Systems. Costs associated with the Alameda County Contract Compliance System, including the Elation Systems, Inc. programs, shall be borne by Contractor and shall not increase the cost of the Contract.

Date: _____

Proper Name of Contractor: Plant Construction Company, L.P

Signature: _____

Print Name: Carsten Voeckner

Title: Vice President / Construction Manager

END OF DOCUMENT

DOCUMENT 00 45 46B

HAZARDOUS MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: Lorenzo Theater Fire Rehabilitation and Façade Renovation Project ("Contract" or "Project") between the County of Alameda ("County") and Plant Construction Company, L.P ("Contractor")

1. Contractor hereby certifies that no Asbestos, or Asbestos-Containing Materials, polychlorinated biphenyl (PCB), or any material listed by the federal or state Environmental Protection Agency or federal or state health agencies as a hazardous material, or any other material defined as being hazardous under federal or state laws, rules, or regulations ("New Hazardous Material"), shall be furnished, installed, or incorporated in any way into the Project or in any tools, devices, clothing, or equipment used to affect any portion of Contractor's work on the Project for County.

2. Contractor further certifies that it has instructed its employees with respect to the above-mentioned standards, hazards, risks, and liabilities.

3. Asbestos and/or asbestos-containing material shall be defined as all items containing detectable amounts of, but not limited to, chrysotile, crocidolite, amosite, anthophyllite, tremolite, and actinolite.

4. Any disputes involving the question of whether or not material is New Hazardous Material shall be settled by electron microscopy or other appropriate and recognized testing procedure, at the County's determination. The costs of any such tests shall be paid by Contractor if the material is found to be New Hazardous Material.

5. All Work or materials found to be New Hazardous Material or Work or material installed with equipment containing "New Hazardous Material" will be immediately rejected and this Work will be removed at Contractor's expense at no additional cost to the County.

6. Contractor has read and understood the document Hazardous Materials Procedures & Requirements and shall comply with all the provisions outlined therein.

Date: _____

Proper Name of Contractor: Plant Construction Company, L.P

Signature: _____

Print Name: Carsten Voeckner

Title: Vice President / Construction Manager

END OF DOCUMENT

DOCUMENT 00 45 46C

IMPORTED MATERIALS CERTIFICATION

PROJECT/CONTRACT NO.: Lorenzo Theater Fire Rehabilitation and Façade Renovation Project between County of Alameda ("County" or "Owner") and Plant Construction Company, L.P ("Contractor") ("Contract" or "Project").

This form shall be executed by the Contractor and by all entities that, in any way, provide or deliver and/or supply any soils, aggregate, or related materials ("Fill") to the Project Site. All Fill shall satisfy all requirements of any environmental review of the Project performed pursuant to the statutes and guidelines of the California Environmental Quality Act, and section 21000 et seq. of the Public Resources Code ("CEQA").

To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, consultants, employees, trustees, and volunteers pursuant to the indemnification provisions in the Contract Documents for, without limitation, any claim(s) connected with providing, delivering, and/or supplying Fill.

Certification of:

☐ Delivery Firm/Transporter ☐ Supplier ☐ Manufacturer
☐ Wholesaler ☐ Broker ☐ Retailer
☐ Distributor ☐ Other _____

Type of Entity

☐ Corporation ☐ General Partnership
☐ Limited Partnership ☐ Limited Liability Company
☐ Sole Proprietorship ☐ Other _____

Name of firm ("Firm"): _____

Mailing address: _____

Addresses of branch office used for this Project: _____

If subsidiary, name and address of parent company: _____

_____

_____

By my signature below, I hereby certify that I am aware of section 25260 of the Health and Safety Code and the sections referenced therein regarding the definition of hazardous material. I further certify on behalf of the Firm that all soils, aggregates, or related materials provided, delivered, and/or supplied or that will be provided, delivered, and/or supplied by this Firm to the Project Site are free of any and all hazardous material as defined in section 25260 of the Health

and Safety Code. I further certify that I am authorized to make this certification on behalf of the Firm.

Date: _____

Proper Name of Contractor: Plant Construction Company, L.P

Signature: _____

Print Name: Carsten Voeckner

Title: Vice President / Construction Manager

END OF DOCUMENT

DOCUMENT 00 51 10

NOTICE OF AWARD

Dated: June 4, 2025

To: Plant Construction Company, L.P.

To: 300 Newhall Street, San Francisco, CA 94124

From: The County of Alameda

PROJECT: Lorenzo Theater Fire Rehabilitation and Façade Renovation Project

("Project" or "Contract").

Contractor has been awarded the referenced Contract on June 4, 2025, by action of the County's Board of Supervisors

The Contract Price is Seventeen Million Eight Hundred Seven Thousand Seven Hundred Forty Four Dollars ($17,807,744.00)

Three (3) copies of each of the Contract Documents (except Drawings) accompany this Notice of Award. Three (3) sets of the Drawings will be delivered separately or otherwise made available. Additional copies are available at cost of reproduction.

The Contractor to whom Contract is awarded shall execute and submit the following documents by 5:00 p.m. of the **TENTH (10TH)** Calendar Day following the date of the Notice of Award. Failure to properly and timely submit these documents entitles County to rescind the contract award.

a. Agreement: To be executed by successful Contractor. Submit four (4) copies, each bearing an original signature.

b. Escrow of Bid or Proposal Documentation: This must include all required documentation. See the document 00 61 30 Escrow of Bid or Proposal Documentation for more information.

c. Performance Bond (100%): On the form provided in the Contract Documents and fully executed as indicated on the form.

d. Payment Bond (100%) (Contractor's Labor and Material Payment Bond): On the form provided in the Contract Documents and fully executed as indicated on the form.

e. Insurance Certificates and Endorsements as required.

f. Workers' Compensation Certification.

g. Prevailing Wage and Related Labor Requirements Certification.

h. Hazardous Materials Certification.

i. Document 00 73 13B Exhibit B "PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT for the COUNTY OF ALAMEDA" fully executed Contractor Agreement to be Bound (For Projects over $1,000,000 only)

j. Completed, signed Document 00 52 13A Debarment And Suspension Certification Form.

k. Completed, signed Document 00 52 13B Iran Contracting Act Certification Form.

Failure to comply with these conditions within the time specified will entitle County to annul this Notice of Award, and to declare your Performance Bond forfeited, as well as any other rights the County may have against the Contractor.

After you comply with those conditions, County will return to you one fully signed counterpart of the Agreement.

COUNTY OF ALAMEDA

DocuSigned by:
Sandra Rivera
4C216765DCDF437...

By: Sandra Rivera, Director
Community Development Agency

Date: 6/4/2025

END OF DOCUMENT

DOCUMENT 00 52 13A

COUNTY OF ALAMEDA

DEBARMENT AND SUSPENSION CERTIFICATION FORM

The Contractor, under penalty of perjury, certifies that, except as noted below, Contractor, its Principal, and any named and unnamed subcontractor:

- Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years;
- Does not have a proposed debarment pending; and
- Has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award but will be considered in determining Contractor responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: Plant Construction Company, L.P.

PRINCIPAL: Carsten Voecker TITLE: Vice President / Construction Manager

SIGNATURE: _____ DATE: _____

END OF DOCUMENT

DOCUMENT 00 51 13B

THE IRAN CONTRACTING ACT (ICA) OF 2010

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars ($1,000,000) or more (PCC § 2203(a)). A person who "engages in investment activities in Iran" is defined in either of two ways:

1. The person provides goods or services of twenty million dollars ($20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars ($20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

CONTRACTOR (COMPANY): Plant Construction Company, L.P.

NAME/TITLE OF AUTHORIZED SIGNER:_____

SIGNATURE: _____ **DATE:** _____

DOCUMENT 00 55 00

NOTICE TO PROCEED

Dated: June 4, 2025

TO: Plant Construction Company, L.P.
ADDRESS: 300 Newhall Street
San Francisco, CA 94544

PROJECT: Lorenzo Theater Fire Rehabilitation and Façade Renovation

PROJECT/CONTRACT NO.: Lorenzo Theater between County of Alameda and Contractor ("Contract").

You are notified that the Contract Time under the above Contract will commence to run on June 4, 2025. By that date, you are to start performing your obligations under the Contract Documents. In accordance with the Agreement executed by Contractor, the date of Final Completion is **480 calendar days** from the date of this Notice to Proceed.

You must submit the following documents by 5:00 p.m. of the **TENTH (10TH)** business day following the date of this Notice to Proceed:

a. Contractor's preliminary schedule of construction.

b. Contractor's preliminary schedule of values for all of the Work.

c. Contractor's preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals.

d. Contractor's Safety Plan specifically adapted for the Project.

e. A complete subcontractors list, including the name, address, telephone number, facsimile number, email address, California State Contractors License number, classification, and monetary value of all Subcontracts.

f. Construction Waste Management Plan.

Thank you. We look forward to a very successful Project.

COUNTY OF ALAMEDA

BY: _____
Sandra Rivera, Director
Community Development Agency

END OF DOCUMENT

DOCUMENT 00 61 13A

PERFORMANCE BOND FORM
(100% of Contract Price)

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

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the Board of Supervisors of the County of Alameda ("County") and Plant Construction Company, L.P. "Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

Lorenzo Theater Fire Rehabilitation and Façade Renovation (Project Name)

("Project" or "Contract")

which Contract dated June 4, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

And WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract;

NOW, THEREFORE, the Principal and _____ "Surety") are held and firmly bound unto the Board of County in the penal sum of Seventeen Million Eight Hundred Seven Thousand Seven Hundred Forty Four Dollars ($17,807,744.00), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to perform all the work required to complete the Project and to pay to County all damages County incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the ___ day of _____, 2025.

(Affix Corporate Seal)

_____
Principal

_____
By

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone Number of California Agent of Surety

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

END OF DOCUMENT

DOCUMENT 00 61 13B

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

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

KNOW ALL PERSONS BY THESE PRESENTS:

That WHEREAS, the Board of Supervisors of the County of Alameda ("County") and Plant Construction Company, L.P, "Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to

Lorenzo Theater Fire Rehabilitation and Façade Renovation

("Project")

which Contract dated June 4, 2025, and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof, and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to 100 percent (100%) of the Maximum Contract Value, to secure the claims to which reference is made in §§ 9000, 9100, 9356 through 9560, and 9564. of the Civil Code of California, and division 2, part 7, of the Labor Code of California.

NOW, THEREFORE, WE, the Principal and_____, "Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Seventeen Million Eight Hundred Seven Thousand Seven Hundred Forty Four Dollars ($17,807,744.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.
It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under §§ 9000, 9100, 9356 through

9560, and 9564 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

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

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 2025.

(Affix Corporate Seal)

_____
Principal

_____
By

_____
Surety

_____
By

_____
Name of California Agent of Surety

_____
Address of California Agent of Surety

_____
Telephone Number of California Agent of Surety

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

END OF DOCUMENT

DOCUMENT 00 65 19A

FINAL SETTLEMENT CERTIFICATE FORM

THIS FINAL SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS ("Agreement and Release") is made and entered into this 4th day of June, 2025 by and between the County of Alameda ("County") and Plant Construction Company, L.P ("Contractor"), whose place of business is 300 Newhall Street, San Francisco, CA 94124.

RECITALS:

1. County and Contractor entered into PROJECT/CONTRACT NO.: Lorenzo Theater Fire Rehabilitation and Façade Renovation ("Contract" or "Project") in the County of Alameda, California.

2. The Work under the Contract has been completed.

NOW, THEREFORE, it is mutually agreed between County and Contractor as follows:

AGREEMENT

3. Contractor will only be assessed liquidated damages as detailed below:

Original Contract Sum	$17,807,744.00
Modified Contract Sum	$_____
Payment to Date	$_____
Liquidated Damages	$_____
Payment Due Contractor	$_____

4. Subject to the provisions hereof, County shall forthwith pay to Contractor the undisputed sum of $_____ (_____ Dollars and _____ Cents) under the Contract, less any amounts represented by any notice to withhold funds on file with County as of the date of such payment.

5. Contractor acknowledges and hereby agrees that there are no unresolved or outstanding claims in dispute against County arising from the performance of work under the Contract, except for the claims described in Paragraph 6 and continuing obligations described in Paragraph 8. It is the intention of the parties in executing this Agreement and Release that this Agreement and Release shall be effective as a full, final and general release of all claims, demands, actions, causes of action, obligations, costs, expenses, damages, losses and liabilities of Contractor against County, all its respective agents,

employees, inspectors, assignees and transferees except for the Disputed Claim is set forth in Paragraph 6 and continuing obligations described in Paragraph 8 hereof.

6. The following claims are disputed (hereinafter, the "Disputed Claim") and are specifically excluded from the operation of this Agreement and Release:

Claim No.	Description of Claim	Amount of Claim	Date Claim Submitted

[Insert information, including attachment if necessary]

7. Consistent with California Public Contract Code section 7100, Contractor hereby agrees that, in consideration of the payment set forth in Paragraph 4 hereof, Contractor hereby releases and forever discharges County, all its agents, employees, inspectors, assignees, and transferees from any and all liability, claims, demands, actions, or causes of action of whatever kind or nature arising out of or in any way concerned with the Work under the Contract.

8. Guarantees and warranties for the Work, and any other continuing obligation of Contractor, shall remain in full force and effect as specified in the Contract Documents.

9. To the furthest extent permitted by California law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, consultants, employees, trustees, and volunteers (the "indemnified parties") from any and all losses, liabilities, claims, suits, and actions of any kind, nature, and description, including, but not limited to, attorney" fees and costs, directly or indirectly arising out of, connected with, or resulting from the performance of the Contract unless caused wholly by the sole negligence or willful misconduct of the indemnified parties.

10. Contractor hereby waives the provisions of California Civil Code § 1542 which provides as follows:

> A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

11. The provisions of this Agreement and Release are contractual in nature and not mere recitals and shall be considered independent and severable. If any such provision or any part thereof shall be at any time held invalid in whole or in part under any federal, state, county, municipal, or other law, ruling, or regulations, then such provision, or part thereof, shall remain in force and effect to the extent permitted by law, and the remaining provisions of this Agreement and Release shall also remain in full force and effect, and shall be enforceable.

12. All rights of County shall survive completion of the Work or termination of Contract, and execution of this Release.

* * * CAUTION: THIS IS A RELEASE-- READ BEFORE EXECUTING * * *

COUNTY OF ALAMEDA

TITLE: _____

NAME: _____

SIGNATURE: _____

CONTRACTOR

TITLE: _____

NAME: _____

SIGNATURE: _____

END OF DOCUMENT

DOCUMENT 00 65 36

WARRANTY FORM

Plant Construction Company, L.P ("Contractor") hereby agrees that the Lorenzo Theater Fire Rehabilitation and Façade Renovation Project ("Work" of Contractor) which Contractor has installed for County of Alameda ("County") for the following project:

PROJECT: Lorenzo Theater Fire Rehabilitation and Façade Renovation Project

("Project" or "Contract")

has been performed in accordance with the requirements of the Contract Documents and that the Work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such Work that may prove to be defective in workmanship or material together with any other adjacent Work that may be displaced in connection with such replacement within a period of two (2) years from the date of completion as defined in Public Contract Code § 7107, subdivision I), ordinary wear and tear and unusual abuse or neglect excepted. The date of completion is _____, 20___.

In the event of the undersigned's failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by County, but not later than seven (7) days after being notified in writing by County, the undersigned authorizes the County to proceed to have said defects repaired and made good at the expense of the undersigned. The undersigned shall pay the costs and charges therefor upon demand.

Date: _____

Proper Name of Contractor: Plant Construction Company, L.P.

Signature: _____

Print Name: _____

Title: _____

Representatives to be contacted for service subject to terms of Contract:

NAME: _____

ADDRESS: _____

PHONE NO.: _____

END OF DOCUMENT

DOCUMENT 00 72 13

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GENERAL CONDITIONS

1. CONTRACT TERMS AND DEFINITIONS

1.1 Definitions

Wherever used in the Contract Documents, the following terms shall have the meanings indicated, which shall be applicable to both the singular and plural thereof:

1.1.1 Adverse Weather: Shall be only weather that satisfies all of the following conditions: (1) unusually severe precipitation, sleet, snow, hail, heat, or cold conditions in excess of the norm for the location and time of year it occurred, (2) unanticipated, and (3) at the Project.

1.1.2 Approval, Approved, and/or Accepted: Refer to written authorization, unless stated otherwise.

1.1.3 Architect: The individual, partnership, corporation, joint venture, or any combination thereof, named as Architect, who will have the rights and authority assigned to the Architect in the Contract Documents. The term Architect means the County's Architect on this Project or the Architect's authorized representative.

1.1.4 Architect's Supplemental Instruction: A document prepared by the Architect to provide supplemental instructions or interpretations or to order minor changes in the work not involving an adjustment in the Contract Amount or Contract Time.

1.1.5 Change Order: A written order to the Contractor authorizing an addition to, deletion from, or revision in the Work, and/or authorizing an adjustment in the Contract Price or Contract Time.

1.1.6 Construction Change Directive: A written order prepared and issued by the County, the Construction Manager, and/or the Architect and signed by the County and the Architect, directing a change in the Work.

1.1.7 Construction Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the County. If no Construction Manager is used on the Project that is the subject of this contract, then all references to Construction Manager herein shall be read to refer to County.

1.1.8 Construction Schedule: The progress schedule of construction of the Project as provided by Contractor and approved by County.

1.1.9 Contract, Contract Documents: The Contract consists exclusively of the documents evidencing the agreement of the County and Contractor, identified as the Contract Documents. Purchase Orders issued as part of the County's ministerial accounting processes are not Contract Documents. The Contract Documents consist of the following documents:

1.1.9.1 Document 00 31 19 (Existing Conditions Information)

1.1.9.2 Document 00 43 46 (Designated Subcontractors List)

1.1.9.3 Document 00 45 26 (Workers' Compensation Certification)

1.1.9.4 Document 00 45 46A (Prevailing Wage and Related Labor Requirements Certification)

1.1.9.5 Document 00 45 46B (Hazardous Materials Certification)

1.1.9.6 Document 00 45 46C (Imported Materials Certification)

1.1.9.7 Document 00 52 13 (Agreement)

1.1.9.8 Document 00 55 00 (Notice to Proceed)

1.1.9.9 Document 00 61 13A (Performance Bond)

1.1.9.10 Document 00 61 13B (Payment Bond)

1.1.9.11 Document 00 65 19.A (Final Settlement Certificate)

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1.1.9.13 Document 00 72 13 General Conditions

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1.1.9.15 Document 00 73 13B (Project Stabilization/Community Benefits Agreement 'PSCBA' Requirements)

1.1.9.16 Document 00 73 56 (Hazardous Materials Procedures and Requirements)

1.1.9.17 Divisions 01 through 49

1.1.9.18 All Plans, Technical Specifications, and Drawings

1.1.9.19 Any and all addenda to any of the above documents

1.1.9.20 Any and all change orders or written modifications to the above documents if approved in writing by the County.

1.1.10 Contract Price: The total monies payable to the Contractor under the terms and conditions of the Contract Documents.

1.1.11 Contract Time: The time period stated in the Agreement for the completion of the Work.

1.1.12 Contractor: The person or persons identified in the Agreement as contracting to perform the Work to be done under this Contract, or the legal representative of such a person or persons.

1.1.13 County: County of Alameda, acting through its Board of Supervisors or any of its authorized agents. The County may, at any time:

1.1.13.1 Direct the Contractor to communicate with or provide notice to the Construction Manager or the Architect on matters for which the Contract Documents indicate the Contractor will communicate with or provide notice to the County; and/or

1.1.13.2 Direct the Construction Manager or the Architect to communicate with or direct the Contractor on matters for which the Contract

Documents indicate the County will communicate with or direct the Contractor.

1.1.14 Daily Job Reports: Daily Project reports prepared by the Contractor's employees who are present on Site, which shall include the information required herein.

1.1.15 Day, Days: Unless otherwise designated, day or days means calendar days.

1.1.16 Drawings (or "Plans"): The graphic and pictorial portions of the Contract Documents showing the design, location, scope and dimensions of the work, generally including plans, elevations, sections, details, schedules, sequence of operation, and diagrams.

1.1.17 Force Account Directive: A process that may be used when the County and the Contractor cannot agree on a price for a specific portion of work or before the Contractor prepares prices for a specific portion of work and whereby the Contractor performs the work as indicated herein on a time and materials basis.

1.1.18 Premises: The real property owned by the County on which the Site is located.

1.1.19 Product, Products: New material, machinery, components, equipment, fixtures, and systems forming the Work, including existing materials or components required and approved by the County for reuse.

1.1.20 Product Data: Illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate a material, product, or system for some portion of the Work.

1.1.21 Project: The planned undertaking as provided for in the Contract Documents.

1.1.22 Program Manager: The individual, partnership, corporation, joint venture, or any combination thereof, or its authorized representative, named as such by the County. If no Program Manager is designated for Project that is the subject of this Contract, then all references to Project Manager herein shall be read to refer to County.

1.1.23 Provide: Shall include "provide complete in place," that is, "furnish and install," and "provide complete and functioning as intended in place" unless specifically stated otherwise.

1.1.24 Request for Information: A written request prepared by the Contractor requesting that the Architect provide additional information necessary to clarify or amplify an item in the Contract Documents that the Contractor believes is not clearly shown or called for in the Drawings or Specifications or other portions of the Contract Documents, or to address problems that have arisen under field conditions.

1.1.25 Request for Substitution: A request by Contractor to substitute an equal or superior material, product, thing, or service for a specific material, product,

thing, or service that has been designated in the Contract Documents by a specific brand or trade name.

1.1.26 Safety Orders: Written and/or verbal orders for construction issued by the California Division of Industrial Safety ("CalOSHA") or by the United States Occupational Safety and Health Administration ("OSHA").

1.1.27 Safety Plan: Contractor's safety plan specifically adapted for the Project. Contractor's Safety Plan shall comply with all provisions regarding Project safety, including all applicable provisions in these General Conditions.

1.1.28 Samples: Physical examples that illustrate materials, products, equipment, finishes, colors, or workmanship and that, when approved in accordance with the Contract Documents, establish standards by which portions of the Work will be judged.

1.1.29 Shop Drawings: All drawings, prints, diagrams, illustrations, brochures, schedules, and other data that are prepared by the Contractor, a subcontractor, manufacturer, supplier, or distributor, that illustrate how specific portions of the Work shall be fabricated or installed.

1.1.30 Site: The Project site as shown on the Drawings.

1.1.31 Specifications: That portion of the Contract Documents, Division 01 through Division 49, and all technical sections, and addenda to all of these, if any, consisting of written descriptions and requirements of a technical nature of materials, equipment, construction methods and systems, standards, and workmanship.

1.1.32 Subcontractor: A contractor and/or supplier who is under contract with the Contractor or with any other subcontractor, regardless of tier, to perform a portion of the Work of the Project.

1.1.33 Submittal Schedule: The schedule of submittals as provided by Contractor and approved by County.

1.1.34 Surety: The person, firm, or corporation that executes as surety the Contractor's Performance Bond and Payment Bond, and must be a California admitted surety insurer as defined in the Code of Civil Procedure § 995.120.

1.1.35 Work: All labor, materials, equipment, components, appliances, supervision, coordination, and services required by, or reasonably inferred from, the Contract Documents, that are necessary for the construction and completion of the Project.

1.2 Laws Concerning The Contract

Contract is subject to all provisions of the Constitution and laws of California governing, controlling, or affecting County, or the property, funds, operations, or powers of County, and such provisions are by this reference made a part hereof. Any provision required by law to be included in this Contract shall be deemed to be inserted.

1.3 No Oral Agreements

No oral agreement or conversation with any officer, agent, or employee of County, either before or after execution of Contract, shall affect or modify any of the terms or obligations contained in any of the documents comprising the Contract.

1.4 No Assignment

Contractor shall not assign this Contract or any part thereof including, without limitation, any services or money to become due hereunder without the prior written consent of the County. Assignment without County's prior written consent shall be null and void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of work called for under this Contract in favor of all persons, firms, or corporations rendering services or supplying material to the extent that claims are filed pursuant to the Civil Code, Code of Civil Procedure, Government Code, Labor Code, and/or Public Contract Code, and shall also be subject to deductions for liquidated damages or withholding of payments as determined by County in accordance with this Contract. Contractor shall not assign or transfer in any manner to a Subcontractor or supplier the right to prosecute or maintain an action against the County.

1.5 Notice And Service Thereof

1.5.1 Any notice from one party to the other or otherwise under Contract shall be in writing and shall be dated and signed by the party giving notice or by a duly authorized representative of that party. Any notice shall not be effective for any purpose whatsoever unless served in one of the following manners:

1.5.1.1 If notice is given by personal delivery thereof, it shall be considered delivered on the day of delivery.

1.5.1.2 If notice is given by overnight delivery service, it shall be considered delivered on (1) day after date deposited, as indicated by the delivery service.

1.5.1.3 If notice is given by depositing same in United States mail, enclosed in a sealed envelope, it shall be considered delivered three (3) days after date deposited, as indicated by the postmarked date.

1.5.1.4 If notice is given by registered or certified mail with postage prepaid, return receipt requested, it shall be considered delivered on the day the notice is signed for.

1.5.1.5 If notice is given by electronic mail (e-mail) it shall be considered delivered on the day it is sent if that day is a regular County business day. If the e-mail is sent on a day that is not a regular County business day (Monday through Friday, excluding County Holidays), it shall be considered delivered on the next regular County business day.

1.6 No Waiver

The failure of County in any one or more instances to insist upon strict performance of any of the terms of this Contract or to exercise any option herein conferred shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion. No action or failure to act by

the County, Architect, or Construction Manager shall constitute a waiver of any right or duty afforded the County under the Contract, nor shall any action or failure to act constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

1.7 Substitutions For Specified Items

Substitutions for specified items shall be governed by the Special Conditions (Document 00 73 13).

1.8 Materials and Work

1.8.1 Except as otherwise specifically stated in this Contract, Contractor shall provide and pay for all materials, labor, tools, equipment, transportation, supervision, temporary constructions of every nature, and all other services, management, and facilities of every nature whatsoever necessary to execute and complete this Contract within the Contract Time.

1.8.2 Unless otherwise specified, all materials shall be new, and the best of their respective kinds and grades as noted or specified and workmanship shall be of good quality.

1.8.3 Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of Work and shall be stored properly and protected as required.

1.8.4 For all materials and equipment specified or indicated in the Drawings, the Contractor shall provide all labor, materials, equipment, and services necessary for complete assemblies and complete working systems, functioning as intended. Incidental items not indicated on Drawings, nor mentioned in the Specifications, that can legitimately and reasonably be inferred to belong to the Work described, or be necessary in good practice to provide a complete assembly or system, shall be furnished as though itemized here in every detail. In all instances, material and equipment shall be installed in strict accordance with each manufacturer's most recently published recommendations and specifications.

1.8.5 Contractor shall, after award of Contract by County and after relevant submittals have been approved, place orders for materials and/or equipment as specified so that delivery of same may be made without delays to the Work. Contractor shall, upon demand from County, present documentary evidence showing that orders have been placed.

1.8.6 County reserves the right but has no obligation, for any neglect in complying with the above instructions, to place orders for such materials and/or equipment as it may deem advisable in order that the Work may be completed at the date specified in the Agreement, and all expenses incidental to the procuring of said materials and/or equipment shall be paid for by Contractor or withheld from payment(s) to Contractor.

1.8.7 Contractor warrants good title to all material, supplies, and equipment installed or incorporated in Work and agrees upon completion of all Work to deliver the Site to County, together with all improvements and appurtenances

constructed or placed thereon by it, and 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 work covered by the Contract shall have any right to lien any portion of the Premises or any improvement or appurtenance thereon, except that Contractor may install metering devices or other equipment of utility companies or of political subdivision, title to which is commonly retained by utility company or political subdivision. In the event of installation of any such metering device or equipment, Contractor shall advise County as to owner thereof.

1.8.8 Nothing contained in this Article, however, shall defeat or impair the rights of persons furnishing materials or labor under any bond given by Contractor for their protection or any rights under any law permitting such protection or any rights under any law permitting such persons to look to funds due Contractor in hands of County (for example Stop Notices), and this provision shall be inserted in all subcontracts and material contracts and notice of its provisions shall be given to all persons furnishing material for work when no formal contract is entered into for such material.

1.8.9 Title to new materials and/or equipment for the Work of this Contract and attendant liability for its protection and safety shall remain with Contractor until incorporated in the Work of this Contract and accepted by County. No part of any materials and/or equipment shall be removed from its place of storage except for immediate installation in the Work of this Contract. Contractor shall keep an accurate inventory of all materials and/or equipment in a manner satisfactory to County or its authorized representative and shall, at the County's request, forward it to the County.

2. COUNTY

2.1 Occupancy

County reserves the right to occupy portions of the Project at any time before Final Completion. Neither the County's Final Acceptance, the making of Final Payment, any provision in Contract Documents, nor the use or occupancy of the Work, in whole or in part, by County shall constitute acceptance of Work not in accordance with the Contract Documents nor relieve the Contractor or the Contractor's Performance Bond Surety from liability with respect to any warranties or responsibility for faulty or defective Work or materials, equipment and workmanship incorporated therein.

3. ARCHITECT

3.1 Role and Authority

The Architect shall represent County during the Project and will observe the progress and quality of the Work on behalf of County. Architect shall have the authority to act on behalf of County to the extent expressly provided in the Contract Documents and to the extent determined by County. Architect shall have authority to reject materials, workmanship, and/or the Work whenever rejection may be necessary, in Architect's reasonable opinion, to ensure the proper execution of the Contract.

3.2 Interpretations

Architect shall, with County and on behalf of County, determine the amount, quality, acceptability, and fitness of all parts of the Work, and interpret the Specifications, Drawings, and shall, with County, interpret all other Contract Documents.

3.3 Laws

Architect shall have all authority and responsibility established by law, including Title 24 of the California Code of Regulations.

3.4 Communications

Contractor shall provide County and the Construction Manager with a copy of all written communication between Contractor and Architect at the same time as that communication is made to Architect, including, without limitation, all RFIs, correspondence, submittals, claims, and proposed change orders.

4. CONSTRUCTION MANAGER

4.1 Role and Authority

If a construction manager is used on this Project ("Construction Manager" or "CM"), the Construction Manager will provide administration of the Contract on the County's behalf. After execution of the Contract and Notice to Proceed, all correspondence, and/or instructions from Contractor and/or County shall be forwarded through the Construction Manager. The Construction Manager will not be responsible for and will not have control or charge of construction means, methods, techniques, sequences, or procedures or for safety precautions in connection with the Work, which shall all remain the Contractor's responsibility.

4.2 Authority to Reject

The Construction Manager, however, will have authority to reject materials and/or workmanship not conforming to the Contract Documents, as determined by the County and/or the Architect. The Construction Manager shall also have the authority to require special inspection or testing of any portion of the Work, whether it has been fabricated, installed or fully completed. Any decision made by the Construction Manager, in good faith, shall not give rise to any duty or responsibility of the Construction Manager to the Contractor, any Subcontractor, their agents, employees, or other persons performing any of the Work. The Construction Manager shall have free access to any or all parts of the Work at any time.

4.3 If No Construction Manager

If the County does not use a Construction Manager on this Project, all references to Construction Manager or CM shall be read as County.

5. INSPECTIONS AND TESTS

5.1 Tests and Inspections

5.1.1 The County will select an independent testing laboratory to conduct tests. Selection of the materials required to be tested shall be by the laboratory or the County's representative and not by the Contractor. The Contractor shall notify the County's representative a sufficient time in advance of its readiness for required observation or inspection.

5.1.2 The Contractor shall notify the County's representative a sufficient time in advance of the manufacture of material to be supplied under the Contract Documents that must by terms of the Contract Documents be tested, in order that the County may arrange for the testing of same at the source of supply. This notice shall be, at a minimum, seventy-two (72) hours prior to the manufacture of the material that needs to be tested.

5.1.3 Any material shipped by the Contractor from the source of supply prior to having satisfactorily passed such testing and inspection or prior to the receipt of notice from said representative that such testing and inspection will not be required shall not be incorporated into and/or onto the Project.

5.1.4 The County will select and pay testing laboratory costs for all tests and inspections. Costs of tests of any materials found to be not in compliance with the Contract Documents shall be paid for by the County and reimbursed by the Contractor or deducted from the Contract Price.

5.2 Costs for After Hours and/or Off-Site Inspections

If the Contractor performs Work outside the County's regular working hours or requests the County to perform inspections off Site, costs of any inspections required outside regular working hours or off Site shall be borne by the Contractor and may be invoiced to the Contractor by the County or the County may deduct those expenses from the next Progress Payment.

6. CONTRACTOR

Contractor shall construct the Work for the Contract price including any adjustments to the Contract Price pursuant to provisions herein regarding changes to the Contract Price. Except as otherwise noted, Contractor shall provide and pay for all labor, materials, equipment, permits, fees, licenses, facilities, transportation, taxes, and services necessary for the proper execution and completion of the Work, except as indicated herein.

6.1 Status of Contractor

6.1.1 Contractor is and shall at all times be deemed to be an independent contractor and shall be wholly responsible for the manner in which it and its Subcontractors perform the services required of it by the Contract Documents. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between the County, or any of the County's employees or agents, and Contractor or any of Contractor's Subcontractors, agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees as they relate to the services to be provided during the course and scope of their employment. Contractor, its agents, its employees and its Subcontractors shall not be entitled to any rights or privileges of County employees. County shall be permitted to monitor the Contractor's activities to determine compliance with the terms of this Contract.

6.1.2 As required by law, Contractor and all Subcontractors shall be properly licensed and regulated by the Contractor's State License Board, 9821

Business Park Drive, Post Office Box 2600, Sacramento, California 95826, http://www.cslb.ca.gov.

6.2 Contractor's Supervision

6.2.1 At all times during progress of the Work, while any work is being performed, Contractor shall keep on the Premises, and at all other locations where any Work related to the Contract is being performed, a competent project manager and construction superintendent who are employees of the Contractor, to whom the County does not object and at least one of whom shall be fluent in English, written and verbal.

6.2.2 The project manager and construction superintendent shall both speak fluently the predominant language of the Contractor's employees. All workers shall be sufficiently competent in English to respond to inquiries and instructions and give directions concerning matters of safety and concerning the identification and location of site foremen, the Contractor's construction superintendent, and the Contractor's project manager.

6.2.3 Before commencing the Work herein, Contractor shall give written notice to County of the name and relevant credentials of its project manager and construction superintendent. Neither the Contractor's project manager nor construction superintendent shall be changed except with prior written notice to County and County's approval, unless the Contractor's project manager and/or construction superintendent proves to be unsatisfactory to Contractor, County, any of the County's employees, agents, the Construction Manager, or the Architect, in which case, Contractor shall notify County in writing. The Contractor's project manager and construction superintendent shall each represent Contractor, and all directions given to Contractor's project manager and/or construction superintendent shall be as binding as if given to Contractor.

6.2.4 Contractor shall give efficient supervision to Work, using its best skill and attention. Contractor shall carefully study and compare all Contract Documents, Drawings, Specifications, and other instructions and shall at once report to County, Construction Manager, and Architect any error, inconsistency, or omission that Contractor or its employees and Subcontractors may discover, in writing. The Contractor shall have responsibility for discovery of errors, inconsistencies, or omissions.

6.3 Duty to Provide Fit Workers

6.3.1 Contractor and Subcontractors shall at all times enforce strict discipline and good order among their employees and shall not employ or work any unfit person or anyone not skilled in work assigned to that person. It shall be the responsibility of Contractor to ensure compliance with this requirement. County may require Contractor to permanently remove unfit persons from Project Site.

6.3.2 Any person in the employ of Contractor or Subcontractor(s) whom County may deem incompetent or unfit shall be excluded from working on the Project and shall not again be employed on the Project except with the prior written consent of County.

6.3.3 The Contractor shall furnish labor that can work in harmony with all other elements of labor employed or to be employed in the Work.

6.3.4 If Contractor intends to make any change in the name or legal nature of the Contractor's entity, Contractor must first notify the County. The County shall determine if Contractor's intended change is permissible while performing this Contract.

6.4 Purchase of Materials and Equipment

The Contractor is required to order, obtain, and store materials and equipment sufficiently in advance of its Work at no additional cost or advance payment from County to assure that there will be no delays.

6.5 Documents On Work Site

6.5.1 Contractor shall at all times keep on the Work Site, or such other location as County may authorize in writing one legible copy of all Contract Documents, including Addenda and Change Orders, and titles 19 and 24 of the California Code of Regulations, the specified edition(s) of the Uniform Building Code, all approved Drawings, Plans, Schedules, and Specifications, and all codes and documents referred to in the Specifications, and made part thereof. These documents shall be kept in good order and available to County, Construction Manager, Architect, Architect's representatives, and all authorities having jurisdiction. Contractor shall be acquainted with and comply with the provisions of these titles as they relate to this Project. Contractor shall also be acquainted with and comply with all California Code of Regulations provisions relating to conditions on this Project. Contractor shall coordinate with Architect and Construction Manager.

6.5.2 Daily Job Reports. Contractor shall maintain, at a minimum, at least one (1) set of Daily Job Reports on the Project. These must be prepared by the Contractor's employee(s) who are present on Site and must include, at a minimum, the following information:

6.5.2.1 A brief description of all Work performed on that day. This shall include a listing of what was done, which contractors were on site that day, and where on the site the work was performed.

6.5.2.2 A summary of all other pertinent events and/or occurrences on that day.

6.5.2.3 The weather conditions on that day.

6.5.2.4 A list of all Subcontractors working on that day,

6.5.2.5 A list of each Contractor employee working on that day and the total hours worked for each employee.

6.5.2.6 A complete list of all equipment on Site that day, whether in use or not.

6.5.2.7 All complete list of all materials, supplies, and equipment delivered on that day.

6.5.2.8 A complete list of all inspections and tests performed on that day.

6.5.2.9 Each day Contractor shall provide a copy of the previous day's Daily Job Report to the County or the County's Construction Manager.

6.6 Preservation of Records

The County shall have the right to examine and audit all Daily Job Reports or other Project records of Contractor's project managers, project superintendents, and/or project forepersons, all certified payroll records and/or related documents including, without limitation, payroll, payment, timekeeping and tracking documents; all books, estimates, records, contracts, documents, Contractor pricing documents, Contractor cost data, subcontract job cost reports, and other data of the Contractor, any Subcontractor, and/or supplier, including computations and projections related to bidding, proposing, negotiating, pricing, or performing the Work or Contract modification, in order to evaluate the accuracy, completeness, and currency of the cost, manpower, coordination, supervision, or pricing data at no additional cost to the County. The Contractor shall make available at its office at all reasonable times the materials described in this paragraph for the examination, audit or reproduction until three (3) years after final payment under this Contract. Notwithstanding the provisions above, Contractor shall provide any records requested by any governmental agency if available, after the time set forth above.

6.7 Integration of Work

6.7.1 Contractor shall do all cutting, fitting, patching, and preparation of Work as required to make its several parts come together properly, to fit it to receive or be received by work of other contractors, and to coordinate tolerances to various pieces of work, showing upon, or reasonably implied by, the Drawings and Specifications for the completed structure, and shall conform them as County and/or Architect may direct.

6.7.2 All cost caused by defective or ill-timed Work shall be borne by Contractor, inclusive of repair work.

6.7.3 Contractor shall not endanger any work performed by it or anyone else by cutting, excavating, or otherwise altering work and shall not cut or alter work of any other contractor except with the consent of County.

6.8 Obtaining Permits and Licenses

Contractor shall secure and pay for all permits, licenses, and certificates necessary for prosecution of Work before the date of the commencement of the Work or before the permits, licenses, and certificates are legally required to continue the Work without interruption. The Contractor shall obtain and pay, only when legally required, for all licenses, permits, inspections, and inspection certificates required to be obtained from or issued by any authority having jurisdiction over any part of the Work included in the

Contract. All final permits, licenses, and certificates shall be delivered to County before demand is made for final payment.

6.9 Work to Comply With Applicable Laws and Regulations

6.9.1 Contractor shall give all notices and comply with the following specific laws, ordinances, rules, and regulations and all other applicable laws, ordinances, rules, and regulations bearing on conduct of Work as indicated and specified, including but not limited to the appropriate statutes and administrative code sections. If Contractor observes that Drawings and Specifications are at variance therewith, or should Contractor become aware of the development of conditions not covered by Contract Documents that will result in finished Work being at variance therewith, Contractor shall promptly notify County in writing, including by e-mail, and any changes deemed necessary by County shall be made as provided in Contract for changes in Work.

6.9.1.1 National Electrical Safety Code, U. S. Department of Commerce

6.9.1.2 National Board of Fire Underwriters' Regulations

6.9.1.3 Uniform Building Code, latest addition, and the California Code of Regulations, title 24, including amendments

6.9.1.4 Manual of Accident Prevention in Construction, latest edition, published by A.G.C. of America

6.9.1.5 Industrial Accident Commission's Safety Orders, State of California

6.9.1.6 Regulations of the State Fire Marshall (title 19, California Code of Regulations) and Pertinent Local Fire Safety Codes

6.9.1.7 Americans with Disabilities Act

6.9.1.8 Government Code of the State of California

6.9.1.9 Labor Code of the State of California, Division 2, part 7, Public Works and Public Agencies

6.9.1.10 Public Contract Code of the State of California

6.9.1.11 California Art Preservation Act

6.9.1.12 U. S. Copyright Act

6.9.1.13 U. S. Visual Artists Rights Act

6.9.2 Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act (Public Resources Code § 21000 et. Seq.)

6.9.3 If Contractor performs any Work that it knew, or through exercise of reasonable care should have known, to be contrary to any applicable laws, ordinance, rules, or regulations, Contractor shall bear all costs arising therefrom.

6.9.4 Where Specifications or Drawings state that materials, processes, or procedures must be approved by the State Fire Marshall, or other body or agency, Contractor shall be responsible for satisfying requirements of such bodies or agencies.

6.10 Safety/Protection of Persons and Property

6.10.1 The Contractor will be solely and completely responsible for conditions of the Work Site, including safety of all persons and property during performance of the Work. This requirement will apply continuously and not be limited to normal working hours.

6.10.2 The wearing of hard hats and other personal protection equipment ("PPE") shall be mandatory at all times for all personnel on Site. Contractor shall supply sufficient hard hats and PPE to properly equip all employees and visitors.

6.10.3 Any construction review of the Contractor's performance is not intended to include a review of the adequacy of the Contractor's safety measures in, on, or near the Work Site.

6.10.4 Implementation and maintenance of safety programs shall be the sole responsibility of the Contractor.

6.10.5 The Contractor shall furnish to the County a copy of the Contractor's safety plan within the time frame indicated in the Contract Documents and specifically adapted for the Project.

6.10.6 Contractor shall be responsible for all damages to persons or property that occur as a result of its fault or negligence in connection with the prosecution of this Contract and shall take all necessary measures and be responsible for the proper care and completion and final acceptance by County. All Work shall be solely at Contractor's risk with the exception of damage to the Work caused by "acts of God" as defined in Public Contract Code § 7105.

6.10.7 Contractor shall take, and require Subcontractors to take, all necessary precautions for safety of workers on the Project and shall comply with all applicable federal, state, local, and other safety laws, standards, orders, rules, regulations, and building codes to prevent accidents or injury to persons on, about, or adjacent to premises where Work is being performed and to provide a safe and healthful place of employment. Contractor shall furnish, erect, and properly maintain at all times, all necessary safety devices, safeguards, construction canopies, signs, nets, barriers, lights, and watchmen for protection of workers and the public and shall post danger signs warning against hazards created by such features in the course of construction.

6.10.8 Hazards Control – Contractor shall store volatile wastes in covered metal containers and remove them from the Site daily. Contractor shall prevent the accumulation of wastes that create hazardous conditions. Contractor shall provide adequate ventilation during use of volatile or noxious substances.

6.10.9 Contractor shall designate a responsible member of its organization on the Project, whose duty shall be to post information regarding protection and

obligations of workers and other notices required under occupational safety and health laws, to comply with reporting and other occupational safety requirements, and to protect the life, safety, and health of workers. Name and position of person so designated shall be reported to County by Contractor.

6.10.10 Contractor shall correct any violations of safety laws, rules, orders, standards, or regulations. Upon the issuance of a citation or notice of violation by the Division of Occupational Safety and Health, Contractor shall correct such violation promptly.

6.10.11 Contractor shall comply with any County stormwater requirements that are approved by the County and applicable to the Project, at no additional cost to the County.

6.10.12 In an emergency affecting safety of life or of work or of adjoining property, Contractor, without special instruction or authorization, shall act, at its discretion, to prevent such threatened loss or injury. Any compensation claimed by Contractor on account of emergency work shall be determined by agreement.

6.10.13 All connections to public utilities and/or existing on-site services shall be made and maintained in such a manner as to not interfere with the continuing use of same by the County during the entire progress of the Work.

6.10.14 Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions, such as extreme heat, cold, rain, snow, dry winds, flooding, or dampness.

6.10.15 The Contractor shall protect and preserve the Work from all damage or accident, providing any temporary roofs, window and door coverings, boxing, or other construction. The Contractor shall be responsible for existing structures, walks, roads, trees, landscaping, and/or improvements in working areas; and shall provide adequate protection therefor. If temporary removal is necessary of any of the above items, or damage occurs due to the Work, the Contractor shall replace same at his expense with same kind, quality, and size of Work or item damaged. This shall include any adjoining property of the County and others.

6.10.16 Contractor shall take adequate precautions to protect existing roads, sidewalks, curbs, pavements, utilities, adjoining property, and structures (including, without limitation, protection from settlement or loss of lateral support), and to avoid damage thereto, and repair any damage thereto caused by construction operations.

6.10.17 Contractor shall confine apparatus, the storage of materials, and the operations of workers to limits indicated by law, ordinances, permits, or directions of Architect, and shall not interfere with the Work or unreasonably encumber Premises or overload any structure with materials. Contractor shall enforce all instructions of County and Architect regarding signs, advertising, fires, and smoking, and require that all workers comply with all regulations while on Project Site.

6.10.18 Contractor, Contractor's employees, Subcontractors, Subcontractors' employees, or any person associated with the Work shall conduct themselves in a manner appropriate for a public site. No verbal or physical contact with the public, neighbors, or tenants, or profanity, or inappropriate attire or behavior will be permitted. County may require Contractor to permanently remove non-complying persons from Project Site.

6.10.19 Contractor shall take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed, Contractor shall have a civil engineer, registered as a professional engineer in California, replace them at no cost to County.

6.10.20 In the event that the Contractor enters into any agreement with owners of any adjacent property to enter upon the adjacent property for the purpose of performing the Work, Contractor shall fully indemnify, defend, and hold harmless each person, entity, firm, or agency that owns or has any interest in adjacent property. The form and content of the agreement of indemnification shall be approved by the County prior to the commencement of any Work on or about the adjacent property. The Contractor shall also indemnify the County as provided in the indemnification provision herein. These provisions shall be in addition to any other requirements of the owners of the adjacent property.

6.11 Working Evenings and Weekends

Contractor may be required to work evenings and/or weekends at no additional cost to the County. Contractor shall give the County seventy-two (72) hours' notice prior to performing any evening and/or weekend work. Contractor shall perform all evening and/or weekend work only upon County's approval and in compliance with all applicable rules, regulations, laws, and local ordinances including, without limitation, all noise and light limitations. Contractor shall reimburse the County for any expenses necessitated by the Contractor's evening and/or weekend work.

6.12 Badge Policy For Contractors

All Contractors doing work on the Project will provide their workers with identification badges. These badges will be worn by all members of the Contractor's staff who are working in a County facility.

6.12.1 Badges must be filled out in full and contain the following information:

6.12.1.1 Name of Contractor and Contractor's Company logo, if any

6.12.1.2 Name and front facial photograph of Employee

6.12.1.3 Contractor's address and phone number

6.12.1.4 Name and phone number of Project Manager (County)

6.12.2 Badges are to be worn when the Contractor or Contractor's employees are on site and must be visible at all times. Contractors must inform their employees that they are required to allow County employees to review the information on the badges upon request

6.12.3 Contractor or subcontractor staff or employees who fail to display identification badges as required will not be allowed to access the job site. Any delay resulting from the denial of site access shall not be considered an acceptable project delay or an allowable cost impact to the Project.

6.13 County Drug Policy - Drug-Free Workplace

6.13.1 Contractor, Contractor's employees, and Contractor's Subcontractors and their employees shall comply with the County's policy of maintaining a drug-free workplace. Neither Contractor/Subcontractor nor Contractor's/Subcontractor's employees shall unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including marijuana, heroin, cocaine, and amphetamines, at any County facility or work site. If Contractor or any employee of contractor is convicted or pleads nolo contendere to a criminal drug statute violation occurring at a County facility or work site, the Contractor within five (5) calendar days thereafter shall notify the Project Manager with the name of the employee, date and statutory conviction, and name of the Court in which the conviction was entered. Violation of this provision shall constitute a material breach of this contract.

6.14 Cleaning Up

6.14.1 The Contractor shall provide all services, labor, materials, and equipment necessary for protecting the Work, all Project occupants, furnishings, equipment, and building structure from damage until its completion and final acceptance by County. Dust barriers shall be provided to isolate dust and dirt from construction operations. At completion of the Work and portions thereof, Contractor shall clean to the original state any areas beyond the Work area that become dust laden as a result of the Work. The Contractor must erect the necessary warning signs and barricades to ensure the safety of all Project occupants. The Contractor at all times must maintain good housekeeping practices to reduce the risk of fire damage and must make a fire extinguisher, fire blanket, and/or fire watch, as applicable, available at each location where cutting, braising, soldering, and/or welding is being performed and locations where there is an increased risk of fire.

6.14.2 Contractor at all times shall keep Premises free from debris such as waste, rubbish, and excess materials and equipment caused by the Work. Contractor shall not leave debris under, in, or about the Premises, but shall promptly remove same from the Premises on a daily basis. If Contractor fails to clean up, County may do so, and the cost thereof shall be charged to Contractor. If Contract is for work on an existing facility, Contractor shall also perform specific clean-up on or about the Premises upon request by the County as it deems necessary for the continuing use of the facility. Contractor shall comply with all related provisions of the Specifications.

6.14.3 If the Construction Manager, Architect, or County observe the accumulation of trash and debris, the County will give the Contractor a 24-hour written notice to mitigate the condition.

6.14.4 Should the Contractor fail to perform the required clean-up, or should the clean-up be deemed unsatisfactory by the County, the County will then perform the clean-up. All cost associated with the clean-up work (including all travel, payroll burden, and costs for supervision) will be deducted from the Contract Price, or County may withhold those amounts from payments to Contractor.

7. SUBCONTRACTORS

7.1 Contractor Shall Provide Subcontractor Information

Contractor shall provide the County with information for all Subcontracts as indicated in the Contractor's Submittals and Schedules Section herein.

7.2 No Contractual Relationship Between County and Subcontractors

No contractual relationship exists between the County and any Subcontractor, Supplier, or sub-subcontractor supplier, or sub-subcontractor by reason of this Contract.

7.3 Contractor Binds Every Subcontractor by Terms of Contract

Contractor agrees to bind every Subcontractor by terms of Contract as far as those terms are applicable to Subcontractor's work. If Contractor shall subcontract any part of this Contract, Contractor shall be as fully responsible to County for acts and omissions of any Subcontractor and of persons either directly or indirectly employed by any Subcontractor, as it is for acts and omissions of persons directly employed by Contractor. The divisions or sections of the Specifications are not intended to control the Contractor in dividing the Work among Subcontractors or limit the work performed by any trade.

7.4 No Waiver of Obligations

Co'nty's consent to, or approval of, or failure to object to, any Subcontractor under this Contract shall not in any way relieve Contractor of any obligations under this Contract, and no such consent shall be deemed to waive any provisions of this Contract.

7.5 Contractor to Familiarize Itself with Laws

Contractor is directed to familiarize itself with §§4100 through 4114 of the Public Contract Code of the State of California, as regards subletting and subcontracting, and to comply with all applicable requirements therein. In addition, Contractor is directed to familiarize itself with §§1720 through 1861 of the Labor Code of the State of California, as regards the payment of prevailing wages and related issues, and to comply with all applicable requirements therein all including, without limitation, § 1775 and the Contractor's and Subcontractors' obligations and liability for violations of prevailing wage law and other applicable laws.

7.6 Subcontractor Substitutions

No Contractor whose Pricing is accepted shall, without consent of the County and in full compliance with § 4100, et seq, of the Public Contract Code, including, without limitation, §§4107, 4107.5, and 4109 of the Public Contract Code, either:

7.6.1 Substitute any person as a Subcontractor in place of the Subcontractor designated in the original Pricing; or

7.6.2 Permit any Subcontract to be assigned or transferred, or allow any portion of the Work to be performed by anyone other than the original Subcontractor listed in the Pricing; or

7.6.3 Sublet or subcontract any portion of the Work in excess of one-half of one percent (1/2 of 1%) of the Contractor's total Pricing as to which his original Pricing did not designate a Subcontractor.

7.7 Subcontractor Coordination

The Contractor shall be responsible for the coordination of the trades, Subcontractors, sub-subcontractors, and material or equipment suppliers working on the Project.

7.8 Subcontractor Relations

Contractor is solely responsible for settling any differences between the Contractor and its Subcontractors or between Subcontractors.

7.9 Assignment or Termination

Contractor must include in all of its subcontracts the assignment provisions as indicated in the Termination section of these General Conditions.

8. OTHER CONTRACTS/CONTRACTORS

8.1 County Right to Perform

County reserves the right to let other contracts, and/or to perform work with its own forces, in connection with the Project. Contractor shall afford other County and other contractors' reasonable opportunity for introduction and storage of their materials and execution of their work and shall properly coordinate and connect Contractor's Work with the work of County and other contractors.

8.2 Protection of Work

In addition to Contractor's obligation to protect its own Work, Contractor shall protect the work of County and any other contractor that Contractor encounters while working on the Project.

8.3 Coordination with Other Work

If any part of Contractor's Work depends for proper execution or results upon work of County or any other contractor, the Contractor shall inspect and promptly report to the County in writing, including by e-mail, before proceeding with its Work any defects in County's or any other contractor's work that render Contractor's Work unsuitable for proper execution and results. Contractor shall be held accountable for damages to County for County's or any other contractor's work that Contractor failed to inspect or should have inspected. Contractor's failure to inspect and report shall constitute Contractor's acceptance of all County's or other contractor's work as fit and proper for reception of Contractor's Work, except as to defects that may develop in County's or other contractor's work after execution of Contractor's Work.

8.4 Measurement of Work Performed

To ensure proper execution of its subsequent work, Contractor shall measure and inspect work already in place and shall at once report to the County in writing, including by e-mail, any discrepancy between that executed work and the Contract Documents.

8.5 Knowledge of Other Work

Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any County-performed work or other contracts that have been or may be awarded by County in prosecution of the Project to the end that Contractor may perform this Contract in light of the other contracts, if any.

8.6 No Exclusive Occupancy of Site

Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy of the Site, the Premises, or of the Project. Contractor shall not cause any unnecessary hindrance or delay to the use and/or operations of the Premises and/or to County or any other contractor working on the Project. If simultaneous execution of any contract or operation is likely to cause interference with performance of Contractor's Contract, Contractor shall coordinate with those contractors, persons, and/or entities and shall notify the County of the resolution.

9. DRAWINGS AND SPECIFICATIONS

9.1 List of all Drawings

A complete list of all Drawings that form a part of the Contract is to be found in Document 00 11 15 (List of Drawing Sheets).

9.2 Technical and Trade Words

Materials or Work described in words that so applied have a well-known technical or trade meaning shall be deemed to refer to recognized standards unless noted otherwise.

9.3 Trade Name or Trade Term

It is not the intention of this Contract to go into detailed descriptions of any materials and/or methods commonly known to the trade under "trade name" or "trade term." The mere mention or notation of "trade name" or "trade term" shall be considered a sufficient notice to Contractor that it will be required to complete the work so named, complete, finished, and operable, with all its appurtenances, according to the best practices of the trade.

9.4 The Naming of any Material and/or Equipment Shall Mean Furnishing

The naming of any material and/or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and/or labor, therefore, as per best practices of the trades involved, unless specifically noted otherwise.

9.5 Contract Documents are Complementary

Contract Documents are complementary, and what is called for by one shall be binding as if called for by all. As such, Drawings and Specifications are intended to be fully cooperative and to agree. However, if Contractor observes that Drawings and Specifications are in conflict, Contractor shall promptly notify County and Architect in

writing, including by e-mail, and any necessary changes shall be made as provided in the Contract Documents.

9.6 Drawings and Specifications are Intended to Comply With All Laws

Drawings and Specifications are intended to comply with all laws ordinances, rules, and regulations of constituted authorities having jurisdiction, and where referred to in the Contract Documents, the laws, ordinances, rules, and regulations shall be considered as a part of the Contract within the limits specified. Contractor shall bear all expense of correcting work done contrary to said laws, ordinances, rules, and regulations.

9.7 Plans, Drawings, Designs, Specifications are County Property

All copies of Plans, Drawings, Designs, Specifications and copies of other incidental architectural and engineering work, or copies of other Contract Documents furnished by County, are the property of County. They are not to be used by Contractor in other work and, with the exception of signed sets of Contract Documents, are to be returned to County on request at completion of Work, or may be used by County as it may require without any additional costs to County. Neither the Contractor nor any Subcontractor, or material or equipment supplier shall own or claim copyright in the Drawings, Specifications, and other documents prepared by the Architect. County hereby grants the Contractor, Subcontractors, sub-subcontractors, and material or equipment suppliers a limited license to use applicable portions of the Drawings prepared for the Project in the execution of their Work under the Contract Documents.

9.8 Order of Precedence

In the case of discrepancy or ambiguity in the Contract Documents, the order of precedence in Document - Agreement Form Stipulated sum (Single Prime Contract), shall prevail.

9.9 Resolution of Discrepancy or Ambiguity

However, in the case of discrepancy or ambiguity solely between and among the Drawings and Specifications, the discrepancy or ambiguity shall be resolved in favor of the interpretation that will provide County with the functionally complete and operable Project described in the Drawings and Specifications.

9.10 County Clarification

In case of ambiguity, conflict, or lack of information, County will furnish clarifications with reasonable promptness. Should any clarification, in the opinion of Contractor, cause an increase in the Contract Price, Contractor may request a change in the Contract Price and/or Contract. Within seven (7) days after receipt of the interpretation or request, Contractor to submit to the Construction Manager a detailed description of the contract requirements that were exceeded and the resulting change in cost.

10. CONTRACTOR'S SUBMITTALS AND SCHEDULES

Refer to Document 01 30 00 "Submittal Procedures." Contractor's submittals shall comply with the provisions and requirements of the Specifications.

10.1 Schedule of Work, Schedule of Submittals, and Schedule of Values

Within TEN (10) calendar days after the date of the Notice to Proceed (unless otherwise specified in the Specifications), the Contractor shall prepare and submit to the County for review, in a form supported by sufficient data to substantiate its accuracy as the County may require:

10.1.1 Preliminary Schedule

A preliminary schedule of construction indicating the starting and completion dates of the various stages of the Work, including any information and following any form as may be specified in the Specifications. Once approved by County, this shall become the Construction Schedule. This schedule shall include and identify all tasks that are on the Project's critical path with a specific determination of the start and completion of each critical path task as well as all contract milestones and each milestone's completion dates as may be required by the County.

10.1.2 Preliminary Schedule of Values

A preliminary schedule of values for all of the Work, which must include quantities and prices of items aggregating the Contract Price and must subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction. This preliminary schedule of values shall include, at a minimum, the following information, and the following structure:

10.1.2.1 Divided into at least the following categories:

10.1.2.1.1 Overhead and profit;

10.1.2.1.2 Supervision;

10.1.2.1.3 General conditions;

10.1.2.1.4 Layout;

10.1.2.1.5 Mobilization;

10.1.2.1.6 Submittals;

10.1.2.1.7 Bonds and insurance;

10.1.2.1.8 Close-out documentation;

10.1.2.1.9 Demolition;

10.1.2.1.10 Installation;

10.1.2.1.11 Rough-in;

10.1.2.1.12 Finishes;

10.1.2.1.13 Testing;

10.1.2.1.14 Punch list and acceptance.

10.1.2.2 Divided by each of the following areas:

10.1.2.2.1 Site work;

10.1.2.2.2 By each building or area;

10.1.2.2.3 By each floor.

10.1.3 The preliminary schedule of values shall not provide for values any greater than the following percentages of the Contract value:

10.1.3.1 Mobilization and layout combined to equal not more than 1%;

10.1.3.2 Submittals, samples and shop drawings combined to equal not more than 3%, bonds and insurance combined to equal not more than 2%.

10.1.3.3 Closeout documentation shall have a value in the preliminary schedule of not less than 5%.

10.1.4 Notwithstanding any provision of the Contract Documents to the contrary, payment of the Contractor's overhead, supervision, general conditions costs, and profit, as reflected in the Cost Breakdown, shall be paid by the County in equal installments, based on percentage complete, with the disbursement of Progress Payments and the Final Payment.

10.1.5 Contractor shall certify that the preliminary schedule of values, as submitted to the County, is accurate and reflects the costs as developed in preparing Contractor's Pricing. The preliminary schedule of values shall be subject to the County's review and approval of the form and content thereof. In the event that the County objects to any portion of the preliminary schedule of values, the County shall notify the Contractor, in writing, including by e-mail, of the County's objection(s) to the preliminary schedule of values. Within five (5) calendar days of the date of the County's written objection(s), Contractor shall submit a revised preliminary schedule of values to the County for review and approval. The foregoing procedure for the preparation, review, and approval of the preliminary schedule of values shall continue until the County has approved the entirety of the preliminary schedule of values.

10.1.6 Once the preliminary schedule of values is approved by the County, this shall become the Schedule of Values. The Schedule of Values shall not be thereafter modified or amended by the Contractor without the prior consent and approval of the County, which may be granted or withheld in the sole discretion of the County.

10.1.7 Preliminary Schedule of Submittals

A preliminary schedule of submittals, including Shop Drawings, Product Data, and Samples submittals. Once approved by County, this shall become the Submittal Schedule. All submittals shall be forwarded to the County by the date indicated on the approved Submittal Schedule unless an earlier date is necessary to maintain the Construction Schedule, in which case those submittals shall be forwarded to the County so as not to delay the Construction Schedule.

10.1.8 Safety Plan

Contractor's Safety Plan specifically adapted for the Project. Contractor's Safety Plan shall comply with the following requirements:

10.1.8.1 All applicable requirements of California Division of Industrial Safety ("CalOSHA") and/or of the United States Occupational Safety and Health Administration ("OSHA").

10.1.8.1.1 All provisions regarding Project safety, including all applicable provisions of these General Conditions.

10.1.8.2 Contractor's Safety Plan shall be in English and in the language(s) of the Contractor's and its Subcontractors' employees.

10.1.9 Site Security and Logistics Plan

10.1.9.1 Contractor's Site Logistics and Security Plan, based on the Project's security requirements and to be approved by the County before commencement of the work shall comply with the following requirements and include, but not necessarily be limited to the following: Working Hours, Tool Control, Crew Size, Delivery Plan, Staging Area, Security Clearances, Cutting/Drilling/Demolition, Working around inmates, and Materials Control.

10.1.10 Complete Subcontractor List

The name, address, telephone number, facsimile number, California State Contractors License number, classification, and monetary value of all Subcontracts for parties furnishing labor, material, or equipment for completion of the Project.

10.1.11 General Requirements

10.1.11.1 Contractor must provide all schedules both in hard copy and electronically, in a format (for example, Microsoft Project or Primavera) approved in advance by the County.

10.1.11.2 The County will review the schedules submitted, and the Contractor shall make changes and corrections in the schedules as requested by the County and resubmit the schedules until approved by the County.

10.1.11.3 The County shall have the right at any time to revise the schedule of values if, in the County's sole opinion, the schedule of values does not accurately reflect the value of the Work performed.

10.1.11.4 All submittals and schedules must be approved by the County before Contractor can rely on them as a basis for payment.

10.2 Monthly Progress Schedules

10.2.1 Upon request by the County, Contractor shall provide Monthly Progress Schedules to the County. A Monthly Progress Schedule shall update the approved Construction Schedule or the last Monthly Progress Schedule, showing all work completed and to be completed. The monthly Progress Schedule shall be sent within the timeframe requested by the County and shall be in a format acceptable to the County and contain a written narrative of the progress of work that month and any changes, delays, or events that may affect the work. The process for County approval of the Monthly Progress Schedule shall be the same as the process for approval of the Construction Schedule.

10.2.2 Contractor shall also submit Monthly Progress Schedules with all payment applications.

10.2.3 No Application for Payment will be processed, nor shall any progress payments become due, until updated Project Master Schedules are accepted by the County's Representative.

10.3 Material Safety Data Sheets (MSDS)

Contractor is required to ensure Material Safety Data Sheets are available in a readily accessible place at the Work Site for any material requiring a Material Safety Data Sheet per the Federal "Hazard Communication" standard, or employees right to know law. The Contractor is also required to ensure proper labeling on substance brought onto the job site and that any person working with the material or within the general area of the material is informed of the hazards of the substance and follows proper handling and protection procedures. Two additional copies of the Material Safety Data Sheets shall also be submitted directly to the County.

11. SITE ACCESS, CONDITIONS, AND REQUIREMENTS

11.1 Site Investigation

Before contracting for this Work, Contractor shall make a careful investigation of the Site and thoroughly familiarize itself with the requirements of the Contract. By the act of submitting proposal to perform the Work included in this Contract, Contractor shall be deemed to have made a complete study and investigation, and to be familiar with and accepted the existing conditions of the Site.

11.2 Soils Investigation Report

11.2.1 When a soils investigation report obtained from test holes at Site is available, that report shall be available to the Contractor but shall not be a part of this Contract. Any information obtained from that report or any information given on Drawings as to subsurface soil condition or to elevations of existing grades or elevations of underlying rock is approximate only, is not guaranteed, does not form a part of this Contract, and Contractor may not rely thereon. By submitting its proposal, Contractor acknowledges that it has made a visual examination of Site and has made whatever tests Contractor deems appropriate to determine underground condition of the soil.

11.2.2 Contractor agrees that no claim against County will be made by Contractor for damages and hereby waives any rights to damages if, during progress of Work, Contractor encounters subsurface or latent conditions at Site materially differing from those shown on Drawings or indicated in Specifications, or for unknown conditions of an unusual nature that differ materially from those ordinarily encountered in the work of the character provided for in Plans and Specifications, except as indicated in the provisions of these General Conditions regarding trenches, trenching, and/or existing utility lines.

11.3 Access to Work

County and its representatives shall at all times have access to Work wherever it is in preparation or progress, including storage and fabrication. Contractor shall provide safe and proper facilities for such access so that County's representatives may perform their functions.

11.4 Layout and Field Engineering

11.4.1 All field engineering required for layout of this Work and establishing grades for earthwork operations shall be furnished by Contractor at its expense. This Work shall be done by a qualified, California-registered civil engineer approved in writing by County and Architect. Any required "Record" drawings of Site development shall be prepared by the approved civil engineer.

11.4.2 The Contractor shall be responsible for having ascertained pertinent local conditions such as location, accessibility, and general character of the Site and for having satisfied itself as to the conditions under which the Work is to be performed. County shall not be liable for any claim for allowances because of Contractor's error or negligence in acquainting itself with the conditions at the Site.

11.4.3 Contractor shall protect and preserve established benchmarks and monuments and shall make no changes in locations without the prior written approval of County. Contractor shall replace any benchmarks or monuments that are lost or destroyed subsequent to proper notification of County and with County's approval.

11.5 Utilities

Utilities shall be provided as indicated in the Specifications.

11.6 Sanitary Facilities

Sanitary facilities shall be provided as indicated in the Specifications.

11.7 Surveys

Contractor shall provide surveys done by a California-licensed civil engineer surveyor to determine locations of construction, grading, and site work as required to perform the Work.

11.8 Regional Notification Center

The Contractor, except in an emergency, shall contact the appropriate regional notification center at least two (2) days prior to commencing any excavation if the excavation will be conducted in an area or in a private easement that is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the County, and obtain an inquiry identification number from that notification center. No excavation shall be commenced and/or carried out by the Contractor unless an inquiry identification number has been assigned to the Contractor or any Subcontractor, and the Contractor has given the County the identification number. Any damages arising from Contractor's failure to make appropriate notification shall be at the sole risk and expense of the Contractor. Any delays caused by failure to make appropriate notification shall be at the sole risk of the Contractor and shall not be considered for an extension of the Contract time.

11.9 Existing Utility Lines

11.9.1 Pursuant to Government Code § 4215, County assumes the responsibility for removal, relocation, and protection of main or trunk utility lines and facilities located on the Construction Site at the time of commencement of construction

under this Contract with respect to any such utility facilities that are not identified in the Plans and Specifications. Contractor shall not be assessed liquidated damages for delay in completion of the Project caused by failure of County or the owner of a utility to provide for removal or relocation of such utility facilities.

11.9.2 Locations of existing utilities provided by County shall not be considered exact, but approximate within reasonable margin and shall not relieve Contractor of responsibilities to exercise reasonable care nor costs of repair due to Contractor's failure to do so. County shall compensate Contractor for the costs of locating, repairing damage, not due to the failure of Contractor to exercise reasonable care, and removing or relocating such utility facilities not indicated in the Plans and Specifications with reasonable accuracy, and for equipment necessarily idle during such work.

11.9.3 No provision herein shall be construed to preclude assessment against Contractor for any other delays in completion of the Work. Nothing in this Article shall be deemed to require County to indicate the presence of existing service laterals, appurtenances, or other utility lines, with the exception of main or trunk utility lines. Whenever the presence of these utilities on the Site of the construction Project can be inferred from the presence of other visible facilities, such as buildings, meter junction boxes, on or adjacent to the Site of the construction.

11.9.4 If Contractor, while performing Work under this Contract, discovers utility facilities not identified by County in Contract Plans and Specifications, Contractor shall immediately notify the County and the utility in writing. The cost of repair for damage to above-mentioned visible facilities without prior written notification to the County shall be borne by the Contractor.

11.10 Notification

Contractor understands, acknowledges and agrees that the purpose for prompt notification to the County pursuant to these provisions is to allow the County to investigate the conditions so that the County shall have the opportunity to decide how the County desires to proceed as a result of the conditions. Accordingly, failure of Contractor to promptly notify the County in writing, including by e-mail, pursuant to these provisions, shall constitute Contractor's waiver of any claim for damages or delay incurred as a result of the conditions.

11.11 Hazardous Materials

Contractor shall comply with all provisions and requirements of the Contract Documents related to hazardous materials including, without limitation, Hazardous Materials Procedures, and Requirements.

11.12 No Signs

Neither the Contractor nor any other person or entity shall display any signs not required by law or the Contract Documents at the Site, fences, trailers, offices, or elsewhere on the Site without specific prior written approval of the County.

12. TRENCHES

12.1 Trenches Greater Than Five Feet

Pursuant to Labor Code § 6705, if the Contract Price exceeds $25,000 and involves the excavation of any trench or trenches five (5) feet or more in depth, the Contractor shall, in advance of excavation, promptly submit to the County and/or a registered civil or structural engineer employed by the County or Architect, a detailed plan showing the design of shoring for protection from the hazard of caving ground during the excavation of such trench or trenches.

12.2 Excavation Safety

If such plan varies from the Shoring System Standards established by the Construction Safety Orders, the plan shall be prepared by a registered civil or structural engineer, but in no case shall such plan be less effective than that required by the Construction Safety Orders. No excavation of such trench or trenches shall be commenced until said plan has been accepted by the County or by the person to whom authority to accept has been delegated by the County.

12.3 No Tort Liability of County

Pursuant to Labor Code § 6705, nothing in this Article 12 shall impose tort liability upon the County or any of its employees.

12.4 No Excavation Without Permits

The Contractor shall not commence any excavation Work until it has secured all necessary permits including the required CalOSHA excavation/shoring permit. Any permits shall be prominently displayed on the Site prior to the commencement of any excavation.

12.5 Discovery of Hazardous Waste and/or Unusual Conditions

12.5.1 Pursuant to Public Contract Code § 7104, if the Work involves digging trenches or other excavations that extend deeper than four feet below the Surface, the Contractor shall promptly, and before the following conditions are disturbed, notify the County, in writing, including by e-mail, of any:

12.5.1.1 Material that the Contractor believes may be material that is hazardous waste, as defined in § 25117 of the Health and Safety Code that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

12.5.1.2 Subsurface or latent physical conditions at the Site differing from those indicated.

12.5.1.3 Unknown physical conditions at the Site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract.

12.5.2 The County shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described herein.

12.5.3 In the event that a dispute arises between County and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for in the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by Contract or by law that pertains to the resolution of disputes and protests.

13. INSURANCE AND BONDS

13.1 Insurance

All insurance required of Contractor and/or its Subcontractors shall be in amounts set forth in the Special Conditions and shall include the provisions set forth in this paragraph 32.

13.1.1 Commercial General Liability and Automobile Liability Insurance

13.1.1.1 Contractor shall procure and maintain, during the life of this Contract, Commercial General Liability Insurance and Automobile Liability Insurance that shall protect Contractor, County, Construction Managers, and Architects from all claims for bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising from operations under this Contract. Contractor shall ensure that Products Liability and Completed Operations coverage and Fire Damage Liability is included within the above policies and within the required limits, or Contractor shall procure and maintain these coverages separately.

13.1.1.2 Subcontractor: Contractor shall require its Subcontractors, if any, to procure and maintain similar Commercial General Liability Insurance and Automobile Liability Insurance with minimum limits equal to the amount required of the Contractor. Contractor shall verify Subcontractor's compliance.

13.1.2 Excess Liability Insurance

13.1.2.1 Contractor shall procure and maintain, during the life of this Contract, Excess Liability Insurance that shall protect Contractor, County, Construction Managers, and Architects in amounts and including the provisions as set forth in the Special Conditions, and that complies with all requirements for Commercial General Liability and Automobile Liability and Employers' Liability Insurance.

13.1.2.2 Subcontractor: Contractor shall require its Subcontractors, if any, to procure and maintain similar Excess Liability Insurance with minimum limits equal to the amount required of the Contractor. Contractor shall verify Subcontractor's compliance.

13.1.3 Workers' Compensation and Employers' Liability Insurance

13.1.3.1 In accordance with provisions of § 3700 of the California Labor Code, the Contractor and every Subcontractor shall be required to secure the payment of compensation to its employees.

13.1.3.2 Contractor shall procure and maintain, during the life of this Contract, Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees engaged in work under this Contract, on or at the Site of the Project. This coverage shall cover, at a minimum, medical and surgical treatment, disability benefits, rehabilitation therapy, and survivors' death benefits. Contractor shall require its Subcontractors, if any, to procure and maintain Workers' Compensation Insurance and Employers' Liability Insurance for all employees of Subcontractors. Any class of employee or employees not covered by a Subcontractor's insurance shall be covered by Contractor's insurance. If any class of employee or employees engaged in Work under this Contract, on or at the Site of the Project, is not protected under the Workers' Compensation Statute, Contractor shall provide, or shall cause a Subcontractor to provide, adequate insurance coverage for the protection of any employees not otherwise protected before any of those employees commence work.

13.1.4 Builder's Risk Insurance: Builder's Risk "All-Risk" Insurance

Contractor shall procure and maintain, during the life of this Contract, Builder's Risk (Course of Construction), or similar first party property coverage acceptable to the County, issued on a replacement cost value basis. The cost shall be consistent with the total replacement cost of all insurable Work of the Project included within the Contract Documents. Coverage is to insure against all risks of accidental physical loss and shall include without limitation the perils of vandalism and/or malicious mischief (both without any limitation regarding vacancy or occupancy), sprinkler leakage, civil authority, sonic disturbance, earthquake, flood, collapse, wind, fire, war, terrorism, lightning, smoke, and rioting. Coverage shall include debris removal, demolition, increased costs due to enforcement of all applicable ordinances and/or laws in the repair and replacement of damaged and undamaged portions of the property, and reasonable costs for the Architect's and engineering services and expenses required as a result of any insured loss upon the Work and Project, including completed Work and Work in Progress, to the full insurable value thereof.

13.1.5 Proof of Carriage of Insurance and Other Requirements: Endorsements and Certificates

13.1.5.1 Contractor shall not commence Work nor shall it allow any Subcontractor to commence Work under this Contract, until Contractor and its Subcontractors have procured all required insurance and Contractor has delivered in duplicate to the County complete endorsements (or entire insurance policies) and certificates indicating the required coverages have been obtained, and the County has approved these documents.

13.1.5.2 Endorsements, certificates, and insurance policies shall include the following:

13.1.5.2.1 A clause stating:

"This policy shall not be amended, canceled or modified and the coverage amounts shall not be reduced until notice has been mailed to County, Architect, and Construction Manager stating date of amendment, modification, cancellation or reduction. Date of amendment, modification, cancellation or reduction may not be less than thirty (30) days after date of mailing notice."

13.1.5.2.2 Language stating, in particular, those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancelation and reduction notice will be sent, and length of notice period.

13.1.5.3 All endorsements, certificates and insurance policies shall state that County, its Supervisors, employees, and agents, Construction Manager(s), and Architect(s) are named additional insureds under all policies except Workers' Compensation Insurance and Employers' Liability Insurance. Contractor's and Subcontractors' insurance policies shall be primary and non-contribution to any insurance or self-insurance maintained by County, its Supervisors, employees and/or agents, Construction Managers, and Architects. All endorsements shall waive any right to subrogation against any of the named additional insureds.

13.1.5.4 All policies shall be written on an occurrence form.

13.2 Contract Security - Bonds

13.2.1 Contractor shall furnish two surety bonds issued by a California admitted surety insurer as follows:

13.2.1.1 Performance Bond: A bond in an amount at least equal to one hundred percent (100%) of Contract Price as security for faithful performance of this Contract.

13.2.1.2 Payment Bond: A bond in an amount at least equal to one hundred percent (100%) of the Contract Price as security for payment of persons performing labor and/or furnishing materials in connection with this Contract.

13.2.2 Cost of bonds shall be included in the Contract Price.

13.2.3 All bonds related to this Project shall be in the forms set forth in these Contract Documents and shall comply with all requirements of the Contract Documents, including, without limitation, the bond forms.

14. WARRANTY/GUARANTEE/INDEMNITY

14.1 Warranty/Guarantee

14.1.1 The Contractor shall obtain and preserve for the benefit of the County, manufacturer's warranties on materials, fixtures, and equipment incorporated into the Work.

14.1.2 In addition to guarantees required elsewhere, Contractor shall, and hereby does guarantee and warrant all Work furnished on the job against all defects for a period of TWO (2) years after the later of the following dates:

14.1.2.1 The date of completion as defined in Public Contract Code § 7107, subdivision (c),

14.1.2.2 The commissioning date for the Project, if any.

14.1.3 At the County's sole option, Contractor shall repair or replace any and all of that Work, together with any other Work that may be displaced in so doing, that may prove defective in workmanship and/or materials within the warranty period specified in Document 00 65 36 Warranty Form, from date of completion as defined in 14.1.2 above without expense whatsoever to County. In the event of failure of Contractor and/or Surety to commence and pursue with diligence said replacements or repairs within ten (10) days after being notified in writing, including by e-mail, Contractor and Surety hereby acknowledge and agree that County is authorized to proceed to have defects repaired and made good at the expense of Contractor and/or Surety who hereby agree to pay costs and charges therefore immediately on demand. The notice period shall be forty-eight (48) hours for components essential to operation of the facility, including without limitation fire alarms, water, heat, security systems, and electrical systems.

14.1.4 If, in the opinion of County, defective work creates a dangerous condition or requires immediate correction or attention to prevent further loss to County or to prevent interruption of operations of County, County will attempt to give the notice required above. If Contractor or Surety cannot be contacted or do not comply with County's request for correction within a reasonable time, as determined by County, County may, notwithstanding the above provision, proceed to make any and all corrections and/or provide attentions the County believes are necessary. The costs of correction or attention shall be charged against Contractor and Surety of the guarantees provided in this Article or elsewhere in this Contract.

14.1.5 The above provisions do not in any way limit the guarantees on any items for which a longer guarantee is specified or on any items for which a manufacturer gives a guarantee for a longer period. Contractor shall furnish to County all appropriate guarantee or warranty certificates as indicated in the Specifications or upon request by County.

14.1.6 Nothing herein shall limit any other rights or remedies available to County.

14.2 Indemnity

14.2.1 To the fullest extent permitted by California law, the Contractor shall indemnify, defend with legal counsel reasonably acceptable to the County, keep and hold harmless the County and its consultants, the Architect and its

consultants, the Construction Manager and its consultants, separate contractors, and their respective board members, officers, representatives, contractors, agents, and employees, in both individual and official capacities ("Indemnitees"), against all suits, claims, liabilities, damages, losses, and expenses caused by, arising out of, resulting from, or incidental to, the performance of the Work under this Contract by the Contractor or its Subcontractors to the full extent allowed by the laws of the State of California, and not to any extent that would render these provisions void or unenforceable, including, without limitation, any such suit, claim, damage, loss, or expense attributable to, without limitation, bodily injury, sickness, disease, death, alleged patent violation or copyright infringement, or to injury to or destruction of tangible property (including damage to the Work itself) including the loss of use resulting therefrom, except to the extent caused solely by the negligence, or willful misconduct of the Indemnitees. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. This agreement and obligation of the Contractor shall not be construed to negate, abridge, or otherwise reduce any right or obligation of indemnity that would otherwise exist as to any party or person described herein. This indemnification, defense, and hold harmless obligation includes any failure or alleged failure by Contractor to comply with any provision of law or the Contract Documents, including, without limitation, any stop notice actions, or liens by the California Department of Labor Standards Enforcement. This indemnity obligation shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

14.2.2 The Contractor shall give prompt notice to the County in the event of any injury (including death), loss or damage included herein. Without limitation of the provisions herein, if the Contractor's agreement to indemnify, defend, and hold harmless the Indemnitees against liability for damage arising out of bodily injury to persons or damage to property caused by or resulting from the negligence of any of the Indemnitees shall to any extent be, or be determined to be, void or unenforceable, it is the intention of the parties that these circumstances shall not otherwise affect the validity or enforceability of the Contractor's agreement to indemnify, defend, and hold harmless the rest of the Indemnitees, and in the case of any such suits, claims, damages, losses, or expenses caused in part by the default, negligence, or act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, and in part by any of the Indemnitees, the Contractor shall be and remain fully liable on its agreements and obligations to the full extent permitted by law.

14.2.3 In any and all claims against any of the Indemnitees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the Contractor's indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor or any Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

14.2.4 Contractor shall place in its Subcontractor agreements and cause its Subcontractors to agree to indemnities and insurance obligations in favor of County and other Indemnities in the exact form and substance of those contained in these General Conditions (00 72 13). Contractor shall require all Subcontractors to comply with all indemnification and insurance requirements of this agreement. Contractor shall verify Subcontractor's compliance.

15. TIME

15.1 Notice to Proceed

15.1.1 County may issue a Notice to Proceed within ninety (90) days from the date of the Notice of Award. Once Contractor has received the Notice to Proceed, Contractor shall complete the Work within the period of time indicated in the Contract Documents.

15.1.2 In the event that the County desires to postpone issuing the Notice to Proceed beyond this 90-day period period, it is expressly understood that with reasonable notice to the Contractor, the County may postpone issuing the Notice to Proceed. It is further expressly understood by Contractor that Contractor shall not be entitled to any claim of additional compensation as a result of the postponement of the issuance of the Notice to Proceed.

15.2 Computation of Time / Adverse Weather

15.2.1 The Contractor will only be allowed a time extension for Adverse Weather conditions if requested by Contractor and only if all of the following conditions are met:

15.2.1.1 The weather conditions constitute Adverse Weather, as defined herein and further specified in the Special Conditions;

15.2.1.2 Contractor can verify that the Adverse Weather caused delays in excess of seventy-five percent (75%), for at least five hours, of the normal labor and equipment force toward completion of the day's current controlling items on the latest accepted schedule;

15.2.1.3 The Contractor's crew is dismissed as a result of the Adverse Weather; and

15.2.1.4 The number of days of delay for the month exceeds those indicated in the Special Conditions.

15.2.2 A day-for-day extension will only be allowed for those days in excess of those indicated in the Special Conditions. Weather delay time extensions to the contract period will be non-compensable.

15.2.3 The Contractor shall work seven (7) days per week, if necessary, irrespective of inclement weather, to maintain access and the Construction Schedule, and to protect the Work under construction from the effects of Adverse Weather, all at no further cost to the County.

15.2.4 The Contract Time has been determined with consideration given to the average climate weather conditions prevailing in the County in which the Project is located.

15.3 Hours of Work

15.3.1 Sufficient Forces

Contractor and Subcontractors shall continuously furnish sufficient forces to ensure the prosecution of the Work in accordance with the Construction Schedule.

15.3.2 Performance During Working Hours

Work shall be performed during regular working hours as permitted by the appropriate governmental agency except that in the event of an emergency, or when required to complete the Work in accordance with job progress, Work may be performed outside of regular working hours with the advance written consent of the County and approval of any required governmental agencies.

15.4 Progress and Completion

15.4.1 Time of the Essence

Time limits stated in the Contract Documents are of the essence to the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

15.4.2 No Commencement Without Insurance

The Contractor shall not commence operations on the Project or elsewhere prior to the effective date of insurance and bonds. The date of commencement of the Work shall not be changed by the effective date of such insurance. If Contractor commences Work without insurance and bonds, all Work is performed at Contractor's peril and shall not be compensable until and unless Contractor secures bonds and insurance pursuant to the terms of the Contract Documents and subject to County claim for damages.

15.5 Expeditious Completion

The Contractor shall proceed expeditiously with adequate forces and shall achieve Completion within the Contract Time.

16. EXTENSIONS OF TIME – LIQUIDATED DAMAGES

16.1 Liquidated Damages

Contractor and County hereby agree that the exact amount of damages for failure to complete the Work within the time specified is extremely difficult or impossible to determine. If the Work is not completed within the time specified in the Contract Documents, it is understood that the County will suffer damage. It being impractical and unfeasible to determine the amount of actual damage, it is agreed the Contractor shall pay to County as fixed and liquidated damages, and not as a penalty, the amount set forth in the Agreement for each calendar day of delay in completion, whether substantial or final completion. Contractor and its Surety shall be liable for the amount thereof pursuant to Government Code § 53069.85.

16.2 Excusable Delay

16.2.1 Contractor shall not be charged for liquidated damages because of delays in completion of Work which are not the fault of Contractor or its Subcontractors, including acts of God as defined in Public Contract Code § 7105, acts of enemy, epidemics, and quarantine restrictions. Contractor shall, within five (5) calendar days of beginning of any delay, notify County in writing of causes of delay including documentation and facts explaining the delay. County shall review the facts and extent of any delay and shall grant extensions of time for completing Work when, in its judgment, the findings of fact justify an extension. Extensions of time shall apply only to that portion of Work affected by delay, and shall not apply to other portions of Work not so affected. An extension of time may only be granted if Contractor has timely submitted the Construction Schedule as required herein.

16.2.2 Contractor shall notify the County pursuant to the claims provisions in these General Conditions of any anticipated delay and its cause. Following submission of a claim, the County may determine whether the delay is to be considered avoidable or unavoidable, how long it continues, and to what extent the prosecution and completion of the Work might be delayed thereby.

16.2.3 In the event the Contractor requests an extension of Contract Time for unavoidable delay, such request shall be submitted in accordance with the provisions in the Contract Documents governing changes in Work. When requesting time, requests must be submitted with full justification and documentation. If the Contractor fails to submit justification, it waives its right to a time extension at a later date. Such justification must be based on the official Construction Schedule as updated at the time of occurrence of the delay or execution of Work related to any changes to the Scope of Work. Any claim for delay must include the following information as support, without limitation:

16.2.3.1 The duration of the activity relating to the changes in the Work and the resources (manpower, equipment, material, etc.) required to perform the activities within the stated duration.

16.2.3.2 Specific logical ties to the Contract Schedule for the proposed changes and/or delay showing the activity or activities in the Construction Schedule that are affected by the change and/or delay.

16.2.3.3 A recovery schedule must be submitted.

16.3 No Additional Compensation for Delays Within Contractor's Control

16.3.1 Contractor is aware that governmental agencies, including, without limitation, the Authorities having Jurisdiction (AHJ), gas companies, electrical utility companies, water companies, and other agencies may have to approve Contractor-prepared drawings or approve a proposed installation. Accordingly, Contractor shall include in its contract pricing proposal, time for possible review of its drawings and for reasonable delays and damages that may be caused by such agencies. Thus, Contractor is not entitled to make a claim for damages or delays arising from the review of Contractor's drawings.

16.3.2 Contractor shall only be entitled to compensation for delay when all of the following conditions are met:

16.3.2.1 The County is solely responsible for the delay;

16.3.2.2 The delay is unreasonable under the circumstances involved;

16.3.2.3 The delay was not within the contemplation of County and Contractor; and

16.3.2.4 Contractor complies with the claims procedure of the Contract Documents.

16.4 Float or Slack in the Schedule

Float or slack is the amount of time between the early start date and the late start date, or the early finish date and the late finish date, of any of the activities in the schedule. Float or slack is not for the exclusive use of or benefit of either the County or the Contractor, but its use shall be determined solely by the County.

17. CHANGES IN THE WORK

17.1 No Changes Without Authorization

17.1.1 There shall be no change whatsoever in the Drawings, Specifications, or in the Work without an executed Change Order or a written Construction Change Directive authorized by the County as herein provided. County shall not be liable for the cost of any extra work or any substitutions, changes, additions, omissions, or deviations from the Drawings and Specifications unless the County's governing board has authorized the same and the cost thereof has been approved in writing by Change Order or Construction Change Directive. No extension of time for performance of the Work shall be allowed hereunder unless claim for such extension is made at the time changes in the Work are ordered, and such time duly adjusted in writing in the Change Order or Construction Change Directive. The provisions of the Contract Documents shall apply to all such changes, additions, and omissions with the same effect as if originally embodied in the Drawings and Specifications.

17.1.2 Contractor shall perform immediately all work that has been authorized by a fully executed Change Order or Construction Change Directive. Contractor shall be fully responsible for any and all delays and/or expenses caused by Contractor's failure to expeditiously perform this Work.

17.1.3 Should any Change Order result in an increase in the Contract Price, the cost of that Change Order shall be agreed to, in writing, in advance by Contractor and County and be subject to the monetary limitations set forth in Public Contract Code § 20137. In the event that Contractor proceeds with any change in Work without a Change Order executed by the County or a Construction Change Directive, Contractor waives any claim for additional compensation or time for that additional work.

17.1.4 Contractor understands, acknowledges, and agrees that the reason for County authorization is so that County may have an opportunity to analyze the Work

and decide whether the County shall proceed with the Change Order or alter the Project so that a change in Work becomes unnecessary.

17.2 Architect Authority to Order Minor Changes

The Architect will have authority to order minor changes in the Work not involving any adjustment in the Contract Price, or an extension of the Contract Time, or a change that is inconsistent with the intent of the Contract Documents. These changes shall be effected by written Change Order, Construction Change Directive, or by Architect's responses to RFIs.

17.3 Change Orders

17.3.1 A Change Order is a written instrument prepared and issued by the County and/or the Architect and signed by the County (as authorized by the County's Board of Supervisors), the Contractor, and the Architect, stating their agreement regarding all of the following:

17.3.1.1 A description of a change in the Work;

17.3.1.2 The amount of the adjustment in the Contract Price, if any; and

17.3.1.3 The extent of the adjustment in the Contract Time, if any.

17.4 Construction Change Directives

17.4.1 A Construction Change Directive is a written order prepared and issued by the County, the Construction Manager, and/or the Architect and signed by the County and the Architect, directing a change in the Work. The County may, as provided by law, by Construction Change Directive and without invalidating the Contract, order changes in the Work consisting of additions, deletions, or other revisions. Any dispute as to the sum of the Construction Change Directive or timing of payment shall be resolved pursuant to the Payment and Claims and Disputes provisions herein.

17.4.2 The County may issue a Construction Change Directive in the absence of agreement on the terms of a Change Order.

17.5 Force Account Directives

17.5.1 When work, for which a definite price has not been agreed upon in advance, is to be paid for on a force account basis, all direct costs necessarily incurred and paid by the Contractor for labor, material, and equipment used in the performance of that Work, shall be subject to the approval of the County and compensation will be determined as set forth herein.

17.5.2 The County will issue a Force Account Directive to proceed with the Work on a force account basis, and a not-to-exceed budget will be established by the County.

17.5.3 All requirements regarding direct cost for labor, labor burden, material, equipment, and markups on direct costs for overhead and profit described in this section shall apply to Force Account Directives. However, the County will only pay for actual costs verified in the field by the County or its authorized representatives on a daily basis.

17.5.4 The Contractor shall be responsible for all cost related to the administration of Force Account Directive. The markup for overhead and profit for Contractor modifications shall be full compensation to the Contractor to administer Force Account Directive.

17.5.5 The Contractor shall notify the County or its authorized representatives at least twenty-four (24) hours prior to proceeding with any of the force account work. Furthermore, the Contractor shall notify the County when it has consumed eighty percent (80%) of the budget and shall not exceed the budget unless specifically authorized in writing by the County. The Contractor will not be compensated for force account work in the event that the Contractor fails to timely notify the County regarding the commencement of force account work, or exceeding the force account budget.

17.5.6 The Contractor shall diligently proceed with the work, and on a daily basis, submit a daily force account report on a form supplied by the County no later than 5:00 p.m. each day. The report shall contain a detailed itemization of the daily labor, material, and equipment used on the force account work only. The names of the individuals performing the force account work shall be included in the daily force account reports. The type and model of equipment shall be identified and listed. The County will review the information contained in the reports, and sign the reports no later than the next work day, and return a copy of the report to the Contractor for their records. The County will not sign, nor will the Contractor receive compensation for work the County cannot verify. The Contractor will provide a weekly force account summary indicating the status of each Force Account Directive in terms of percent complete of the not-to-exceed budget and the estimated percent complete of the work.

17.5.7 In the event the Contractor and the County reach a written agreement on a set cost for the work while the work is proceeding based on a Force Account Directive, the Contractor's signed daily force account reports shall be discontinued, and all previously signed reports shall be invalid.

17.6 Price Request

17.6.1 Definition of Price Request

A Price Request ("PR") is a written request prepared by the Architect requesting the Contractor to submit to the County and the Architect an estimate of the effect of a proposed change in the Work on the Contract Price and the Contract Time.

17.6.2 Scope of Price Request

A Price Request shall contain adequate information, including any necessary Drawings and Specifications, to enable Contractor to provide the cost breakdowns required herein. The Contractor shall not be entitled to any additional compensation for preparing a response to a Price Request, whether ultimately accepted or not.

17.7 Proposed Change Order

17.7.1 Definition of Proposed Change Order

A Proposed Change Order ("PCO") is a written request prepared by the Contractor requesting that the County and the Architect issue a Change Order based upon a proposed change to the Work.

17.7.2 Changes in Contract Price

A PCO shall include breakdowns pursuant to the revisions herein to validate any change in Contract Price.

17.7.3 Changes in Time

A PCO shall also include any changes in time required to complete the Project. Any additional time requested shall not be the number of days to make the proposed change, but must be based upon the impact to the Construction Schedule as defined in the Contract Documents. If Contractor fails to request a time extension in a PCO, then the Contractor is thereafter precluded from requesting time and/or claiming a delay.

17.7.4 Unknown and/or Unforeseen Conditions

If Contractor submits a PCO requesting an increase in Contract Price and/or Contract Time that is based at least partially on Contractor's assertion that Contractor has encountered unknown and/or unforeseen conditions on the Project, then Contractor shall base the PCO on provable information that, beyond a reasonable doubt and to the County's satisfaction, demonstrates that the unknown and/or unforeseen conditions were actually unknown and/or unforeseen and that the conditions were reasonably unknown and/or unforeseen. If not, the County shall deny the PCO and the Contractor shall complete the Project without any increase in Contract Price and/or Contract Time based on that PCO.

17.8 Format for Proposed Change

17.8.1 The following format shall be used as applicable by the County and the Contractor (for example, Change Orders or PCOs) to communicate proposed additions and deductions to the Contract, supported by attached documentation.

	SUBCONTRACTOR PERFORMED WORK	**ADD**	**DEDUCT**
(a)	**Material** (attach itemized quantity and unit cost plus sales tax)		
(b)	**Add Labor** (attach itemized hours and rates, fully encumbered)		
(c)	**Add Equipment** (attach suppliers' invoice)		
(d)	**Subtotal**		
(e)	**Add Subcontractor's overhead and profit,** not to exceed ten percent (10%) of item (d)		
(f)	**Subtotal**		
(g)	**Add Contractor's overhead and profit**, not to exceed ten percent (5%) of Item (f)		
(h)	**Subtotal**		

(i)	**Add Bond and Insurance**, not to exceed one percent (1%) of Item (h)		
(j)	**TOTAL**		
(k)	**Time**	**Days**	
	CONTRACTOR PERFORMED WORK	**ADD**	**DEDUCT**
(a)	**Material** (attach itemized quantity and unit cost plus sales tax)		
(b)	**Add Labor** (attach itemized hours and rates, fully encumbered)		
(c)	**Add Equipment** (attach suppliers' invoice)		
(d)	**Subtotal**		
(e)	**Add Contractor's overhead and profit,** not to exceed ten percent (10%) of item (d)		
(f)	**Subtotal**		
(g)	**Add Bond and Insurance**, not to exceed one percent (1%) of Item (f)		
(h)	**TOTAL**		
(i)	**Time**	**Days**	

17.9 Change Order Certification

17.9.1 All Change Orders and PCOs must include the following certification by the Contractor:

17.9.1.1 "The undersigned Contractor approves the foregoing as to the changes, if any, and the Contract Price specified for each item and as to the extension of time allowed, if any, for completion of the entire Work as stated herein, and agrees to furnish all labor, materials, and service, and perform all work necessary to complete any additional work specified for the consideration stated herein. Submission of sums which have no basis in fact or which Contractor knows are false are at the sole risk of Contractor and may be a violation of the False Claims Act set forth under Government Code § 12650, et seq. It is understood that the changes herein to the Contract shall only be effective when approved by the Board of Supervisors.

17.9.1.2 It is expressly understood that the value of the extra Work or changes expressly includes any and all of the Contractor's costs and expenses, both direct and indirect, resulting from additional time required on the Project or resulting from delay to the Project. Any costs, expenses, damages, or time extensions not included are deemed waived."

17.10 Determination of Change Order Cost

The amount of the increase or decrease in the Contract Price from a Change Order, if any, shall be determined by one or more of the following ways as applicable to a specific situation and at the County's discretion:

17.10.1 County acceptance of a PCO;

17.10.2 By unit prices contained in Contractor's original Contract Price Proposal;

17.10.3 By agreement between County and Contractor.

17.11 Allowable Costs

Allowable costs for any change order shall be limited to the following:

17.11.1 Costs of labor, including social security, Medicare, and unemployment insurance, fringe benefits, required workers' compensation insurance.

17.11.2 Costs of first line supervision labor, including labor burden as described in paragraph 1. "First-Line Supervision" shall mean a working foreman or lead craft worker other than the project superintendent;

17.11.3 Actual costs of the project superintendent associated with any period of compensable delay caused by issuance of the change order. In the absence of a compensable delay, all of the project superintendent's time is considered to have been paid for as part of the overhead;

17.11.4 Actual costs of materials, including sales tax and delivery;

17.11.5 Rental costs of machinery and equipment, exclusive of small tools, whether rented from the Contractor or others. For Contractor and Subcontractor-owned equipment, payment will be made at rental rates listed for equipment in California Department of Transportation official equipment rental rate schedule. For rental equipment, payment will be made based on actual rental invoices. Rental rates paid shall be deemed to cover cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals;

17.11.6 Overhead and Profit as specified below. "Overhead" shall include the following:

17.11.6.1 Preparation of all paperwork related to changes in the Work, including field review, estimating and cost breakdown; coordination and supervision, both office and field, including the project superintendent; vehicles including has and maintenance; small tools, incidentals and consumables; engineering, detailing, and revisions to shop drawings and as-built drawings; general office expense; extended and unabsorbed home office overhead; warranty, all taxes; and all other expenses not specifically described in paragraph 17.11 items 17.11.1 through 17.11.5.

17.11.6.2 The actual costs of insurance premiums required by this contract and associated with the change order work will be reimbursed by the County

17.11.7 Upon receipt of a PCO or Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Construction Manager within seven (7) calendar days of the Contractor's agreement or disagreement with the method, if any, provided in the PCO or Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

17.11.8 Failure to respond to and return a PCO or Change Directive to the County within (7) days indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

17.12 Deductive Change Orders

All deductive Change Orders must be prepared pursuant to the provisions herein. If Contractor offers a proposed amount for a Deductive Change Orders, Contractor shall include a minimum of five percent (5%) total profit and overhead to be deducted with the amount of the work of the Change Orders. If Subcontractor work is involved, Subcontractors shall also include a minimum of five percent (5%) profit and overhead to be deducted with the amount of its deducted work. Any deviation from this provision shall not be allowed.

17.13 Discounts, Rebates, and Refunds

For purposes of determining the cost, if any, of any change, addition, or omission to the Work hereunder, all trade discounts, rebates, refunds, and all returns from the sale of surplus materials and equipment shall accrue and be credited to the Contractor, and the Contractor shall make provisions so that such discounts, rebates, refunds, and returns may be secured, and the amount thereof shall be allowed as a reduction in the Contractor's cost in determining the actual cost of construction for purposes of any change, addition, or omission in the Work as provided herein.

17.14 Accounting Records

With respect to portions of the Work performed by Change Orders and Construction Change Directives, the Contractor shall keep and maintain cost-accounting records satisfactory to the County, which shall be available to the County on the same terms as any other books and records the Contractor is required to maintain under the Contract Documents.

17.15 Notice Required

If the Contractor desires to make a claim for an increase in the Contract Price or any extension of the Contract Time for completion, it shall notify the County pursuant to the provisions herein. No claim shall be considered unless made in accordance with this subparagraph. Contractor shall proceed to execute the Work, even though, the adjustment may not have been agreed upon. Any change in the Contract Price or extension of the Contract Time resulting from such claim shall be authorized by a Change Order.

17.16 Applicability to Subcontractors

Any requirements under this Article shall be equally applicable to Change Orders, or Construction Change Directives issued to Subcontractors by the Contractor to the extent as required by the Contract Documents.

17.17 Alteration to Change Order Language

Contractor shall not alter Change Orders or reserve time in Change Orders. Contractor shall execute finalized Change Orders and proceed under the provisions herein with proper notice.

17.18 Failure of Contractor to Execute Change Order

Contractor shall be in default of the Contract if Contractor fails to execute a Change Order when the Contractor agrees with the addition and/or deletion of the Work in that Change Order.

18. REQUEST FOR INFORMATION

18.1 Contractor

The Contractor shall coordinate the Work so that dimensions are verified, and clarifications that may affect the work are identified to allow for resolution without delaying the Work. The Contractor is responsible to submit a Request for Information as soon as the issue requiring clarification is identified. The Contractor shall be responsible for any delay in the construction progress due to any untimely submission of a Request for Information for Architect's or Engineer's review. Non-receipt of a Request for Information, or proceeding with Work pertaining to the Request for Information shall be construed as relieving the County of any Claim for added cost or extension of time.

18.2 Reference Contract Documents

Any Request for Information shall reference all applicable Contract Documents, including Specification sections, details, page numbers, drawing numbers, sheet numbers, etc. The Contractor shall make suggestions and interpretations of the issue raised by each Request for Information. A Request for Information cannot modify the Contract Price, Contract Time, or the Contract Documents.

18.3 Contractor Responsible For Costs

Contractor shall be responsible for any costs incurred for professional services which County may deduct from any amounts owing to the Contractor if a Request for Information requests an interpretation or decision of a matter where the information sought is equally available to the party making the request. County, at its sole discretion, shall deduct from and/or invoice Contractor for all the professional services arising herein.

19. PAYMENTS

19.1 Contract Price

The Contract Price is stated in the Agreement and, including authorized adjustments, is the total amount payable by the County to the Contractor for performance of the Work under the Contract Documents.

19.2 Applications for Progress Payments

19.2.1 Procedures for Applications for Progress Payments

19.2.1.1 Not before the fifth (5th) day of each calendar month during the progress of the Work, Contractor shall submit to the County and the Architect an itemized Application for Payment for operations completed (or each portion thereof) in accordance with the Schedule of Values. Such application shall be notarized, if required, and supported by the following unless waived by the County in writing:

19.2.1.1.1 The amount paid to the date of the Application to the Contractor, to all its Subcontractors, and all others furnishing labor, material, or equipment for its Contract;

19.2.1.1.2 The amount being requested under the Application for Payment by the Contractor on its own behalf and separately stating the amount requested on behalf of each of the Subcontractors and all others furnishing labor, material, and equipment under the Contract;

19.2.1.1.3 The balance that will be due to each of such entities after the payment is made;

19.2.1.1.4 A certification that the Record Drawings and annotated Specifications are current;

19.2.1.1.5 Itemized breakdown of work done for the purpose of requesting partial payment;

19.2.1.1.6 An updated and acceptable construction schedule in conformance with § 10.2 above;

19.2.1.1.7 The additions to and subtractions from the Contract Price and Contract Time;

19.2.1.1.8 A total of the retention held at 5% of value of Work performed;

19.2.1.1.9 Material invoices, evidence of equipment purchases, rentals, and other support and details of cost as the County may require from time to time;

19.2.1.1.10 The percentage of completion of the Contractor's Work by line item;

19.2.1.1.11 Schedule of Values updated from the preceding Application for Payment;

19.2.1.1.12 A duly completed and executed conditional waiver and release upon progress payment compliant with Civil Code § 8132 from the Contractor and each subcontractor of any tier and supplier to be paid from the current progress payment;

19.2.1.1.13 A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code § 8134 from the Contractor and each subcontractor

of any tier and supplier that was paid from the previous progress payment; and

19.2.1.1.14 A certification by the Contractor of the following:

The Contractor warrants title to all Work performed as of the date of this payment application. The Contractor further warrants that all Work performed as of the date of this payment application is free and clear of liens, claims, security interests, or encumbrances in favor of the Contractor, Subcontractors, material and equipment suppliers, workers, or other persons or entities making a claim by reason of having provided labor, materials, and equipment relating to the Work, except those of which the County has been informed.

19.2.2 The Contractor shall be subject to the False Claims Act, set forth under Government Code § 12650 et seq., for information provided with any Application for Progress Payment.

19.2.3 Prerequisites for Progress Payments

19.2.3.1 First Payment Request: The following items, if applicable, must be completed before the County will accept or process the Contractor's first payment request:

19.2.3.1.1 Installation of the Project sign, if required;

19.2.3.1.2 Installation of field office;

19.2.3.1.3 Installation of temporary facilities and fencing;

19.2.3.1.4 Schedule of Values;

19.2.3.1.5 Contractor's Construction Schedule in conformance with § 10.1.1 above;

19.2.3.1.6 Schedule of unit prices, if applicable;

19.2.3.1.7 Submittal Schedule;

19.2.3.1.8 Receipt by Architect of all submittals due as of the date of the payment application;

19.2.3.1.9 Copies of necessary permits;

19.2.3.1.10 Copies of authorizations and licenses from governing authorities;

19.2.3.1.11 Initial progress report;

19.2.3.1.12 Surveyor qualifications;

19.2.3.1.13 Written acceptance of County's survey of rough grading, if applicable;

19.2.3.1.14 List of all Subcontractors, with names, license numbers, telephone numbers, and Scope of Work;

19.2.3.1.15 All bonds and insurance endorsements;

19.2.3.1.16 Resumes of Contractor's project manager, and if applicable, job site secretary, record documents recorder, and job site superintendent; and

19.2.3.1.17 Safety plan.

19.2.3.2 Second Payment Request. The County will not process the second payment request until and unless all submittals and Shop Drawings have been accepted for review by the Architect, and Contractor's Schedule has been accepted as in compliance with § 10.2 above.

19.2.3.3 No Waiver of Criteria. Any payments made to Contractor where criteria set forth herein have not been met shall not constitute a waiver of said criteria by County. Instead, such payment shall be construed as a good faith effort by County to resolve differences so Contractor may pay its Subcontractors and suppliers. Contractor agrees that failure to submit such items may constitute a breach of contract by Contractor and may subject Contractor to termination.

19.3 Progress Payments

19.3.1 County's Approval of Application for Payment

19.3.1.1 Upon receipt of an Application for Payment, the County shall act in accordance with both of the following:

19.3.1.1.1 Each Application for Payment shall be reviewed by the County as soon as practicable after receipt for the purpose of determining that the Application for Payment is a proper Application for Payment.

19.3.1.1.2 Any Application for Payment determined not to be a proper Application for Payment suitable for payment shall be returned to the Contractor as soon as practicable, but not later than seven (7) calendar days, after receipt. An Application for Payment returned pursuant to this paragraph shall be accompanied by a document setting forth in writing, including by e-mail, the reasons why the Application for Payment is not proper. The number of days available to the County to make a payment without incurring interest pursuant to this section shall be reduced by the number of days by which the County exceeds this seven-day return requirement.

19.3.1.1.3 An Application for Payment shall be considered properly executed if funds are available for payment of the Application for Payment, and payment is not delayed due to an audit inquiry by the financial officer of the County.

19.3.1.2 The County's review of the Contractor's Application for Payment will be based on the County's and the Architect's observations at the Site and the data comprising the Application for Payment that the

Work has progressed to the point indicated and that, to the best of the County's and the Architect's knowledge, information, and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to:

19.3.1.2.1 Observation of the Work for general conformance with the Contract Documents,

19.3.1.2.2 Results of subsequent tests and inspections,

19.3.1.2.3 Minor deviations from the Contract Documents correctable prior to completion, and

19.3.1.2.4 Specific qualifications expressed by the Architect.

19.3.1.3 County's approval of the certified Application for Payment shall be based on Contractor complying with all requirements for a fully complete and valid certified Application for Payment.

19.3.2 Payments to Contractor

19.3.2.1 Within forty five (45) days after approval of the Application for Payment, Contractor shall be paid a sum equal to ninety five percent (95%) of the value of the Work performed (as verified by Architect and certified by Contractor) up to the last day of the previous month, less the aggregate of previous payments and amount to be withheld by the County as retention. The value of the Work completed shall be Contractor's best estimate. No inaccuracy or error in said estimate shall operate to release the Contractor, or any Surety upon any bond, from damages arising from such Work, or from the County's right to enforce each and every provision of this Contract, and the County shall have the right subsequently to correct any error made in any estimate for payment.

19.3.2.2 The Contractor shall not be entitled to have any payment requests processed, or be entitled to have any payment made for Work performed, so long as any lawful or proper direction given by the County concerning the Work or any portion thereof remains incomplete.

19.3.2.3 If the County fails to make any progress payment within thirty (30) days after receipt of an undisputed and properly submitted Application for Payment by the Contractor, the County shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of § 685.010 of the Code of Civil Procedure.

19.3.3 No Waiver

No payment by County hereunder shall be interpreted to imply that County has inspected, approved, or accepted any part of the Work. Notwithstanding any payment, the County may enforce each and every provision of this Contract. The County may correct or require correction of any error subsequent to any payment.

19.3.4 Removal of Liens

19.3.4.1 If a lien or a claim based on a stop notice of any nature should at any time be filed against the Work or any County property, by any entity that has supplied material or services at the request of the Contractor, Contractor and Contractor's Surety shall promptly, on demand by County and at Contractor's and Surety's own expense, take any and all action necessary to cause any such lien or a claim based on a stop notice to be released or discharged immediately therefrom.

19.3.4.2 If the Contractor or the Contractor's surety fails to furnish to the County within ten (10) calendar days after demand by the County, satisfactory evidence that a lien or a claim based on a stop notice has been so released, discharged, or secured, the County may discharge such indebtedness and deduct the amount required therefor, together with any and all losses, costs, damages, and attorney's fees and expense incurred or suffered by County from any sum payable to Contractor under the Contract.

19.4 Decisions to Withhold Payment

19.4.1 Reasons to Withhold Payment

The County may withhold payment in whole, or in part, to the extent reasonably necessary to protect the County if, in the County's opinion, the representations to the County required herein cannot be made. The County may withhold payment, in whole, or in part, to such extent as may be necessary to protect the County from loss because of, but not limited to:

19.4.1.1 Defective Work not remedied within the time frames noted in § 14.1 hereof of written notice to Contractor;

19.4.1.2 Stop Notices, or other liens served upon the County as a result of the Contract;

19.4.1.3 Liquidated damages assessed against the Contractor;

19.4.1.4 The cost of completion of the Contract, if there exists reasonable doubt that the Work can be completed for the unpaid balance of the Contract Price or by the completion date;

19.4.1.5 Damage to the County or other contractors;

19.4.1.6 Unsatisfactory prosecution of the Work by the Contractor;

19.4.1.7 Failure to store and properly secure materials;

19.4.1.8 Failure of the Contractor to submit, on a timely basis, proper, sufficient, and acceptable documentation required by the Contract Documents, including, without limitation, a Construction Schedule, Schedule of Submittals, Schedule of Values, Monthly Progress Schedules, Shop Drawings, Product Data and Samples, Proposed product lists, executed Change Orders, and/or properly completed Elation updates;

19.4.1.9 Failure of the Contractor to maintain Record Drawings;

19.4.1.10 Erroneous estimates by the Contractor of the value of the Work performed, or other false statements in an Application for Payment;

19.4.1.11 Unauthorized deviations from the Contract Documents;

19.4.1.12 Failure of the Contractor to prosecute the Work in a timely manner in compliance with the Construction Schedule established progress schedules, and/or completion dates;

19.4.1.13 Failure to properly pay prevailing wages as defined in Labor Code § 1720 et seq., and/or failure to comply with any other Labor Code requirements,

19.4.1.14 Failure to properly maintain or clean up the Site;

19.4.1.15 Payments to indemnify, defend, or hold harmless the County;

19.4.1.16 Any payments due to the County, including but not limited to payments for failed tests, utility changes or permits;

19.4.1.17 Failure to pay Subcontractors or suppliers as required by law and by the Contract Documents; or

19.4.1.18 Contractor is otherwise in breach, default, or in substantial violation of any provision of this Contract.

19.4.2 Reallocation of Withheld Amounts

19.4.2.1 County may, at its discretion, apply any withheld amount to pay outstanding claims or obligations as defined herein. In so doing, County shall make such payments on behalf of Contractor. If any payment is so made by County, then that amount shall be considered a payment made under Contract by County to Contractor and County shall not be liable to Contractor for any payment made in good faith. These payments may be made without prior judicial determination of claim or obligation. County will render Contractor an accounting of funds disbursed on behalf of Contractor.

19.4.2.2 If Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision thereof, County may, after FORTY-EIGHT (48) hours written notice to the Contractor and, without prejudice to any other remedy, make good such deficiencies. The County shall adjust the total Contract Price by reducing the amount thereof by the cost of making good such deficiencies. If County deems it inexpedient to correct Work that is damaged, defective, or not done in accordance with Contract provisions, an equitable reduction in the Contract Price (of at least one hundred twenty-five percent (125%) of the estimated reasonable value of the nonconforming Work) shall be made therefor.

19.4.3 Payment After Cure

When Contractor removes the grounds for declining approval, payment shall be made for amounts withheld because of those grounds. No interest shall be paid on any retainage or amounts withheld due to the failure of the Contractor to perform in accordance with the terms and conditions of the Contract Documents.

19.5 Subcontractor Payments

19.5.1 Payments to Subcontractors

No later than seven (7) days after receipt, or pursuant to Business and Professions Code § 7108.5 and Public Contract Code § 7107, the Contractor shall pay to each Subcontractor, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to its Sub-subcontractors in a similar manner.

19.5.2 No Obligation of County for Subcontractor Payment

The County shall have no obligation to pay or to see to the payment of, money to a Subcontractor except as may otherwise be required by law.

19.5.3 Joint Checks

County shall have the right in its sole discretion if necessary for the protection of the County, to issue joint checks made payable to the Contractor and Subcontractors and/or material or equipment suppliers. The joint check payees shall be responsible for the allocation and disbursement of funds included as part of any such joint payment. In no event shall any joint check payment be construed to create any contract between the County and a Subcontractor or supplier of any tier, any obligation from the County to such Subcontractor or supplier, or rights in such Subcontractor or supplier against the County.

20. COMPLETION OF THE WORK

20.1 Completion

20.1.1 County will accept completion of the Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of County.

20.1.2 The Work may only be accepted as complete by action of the County Board of Supervisors.

20.1.3 County, at its sole option, may accept completion of Contract and have the Notice of Completion recorded when the entire Work shall have been completed to the satisfaction of County, except for minor corrective items, as distinguished from incomplete items. If Contractor fails to complete all minor corrective items within thirty (30) days after the date of the County's acceptance of final completion, County shall withhold from the final payment one hundred fifty percent (150%) of an estimate of the amount sufficient to complete the corrective items, as determined by County, until the items are completed.

20.1.4 At the end of the thirty-five (35) day period, if there are any items remaining to be corrected, County may elect to proceed as provided herein related to

adjustments to Contract Price and/or County's right to perform the Work of the Contractor.

20.2 Close-Out Procedures

20.2.1 Punch List

The Contractor shall notify the Architect when Contractor considers the Work complete. Upon notification, Architect will prepare a list of minor items to be completed or corrected ("Punch List"). The Contractor and/or its Subcontractors shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

20.2.2 Close-Out Requirements

20.2.2.1 Utility Connections

Buildings shall be connected to water, gas, sewer, and electric services, complete and ready for use. Service connections shall be made, and existing services reconnected.

20.2.2.2 Record Drawings

20.2.2.2.1 Contractor shall provide exact "as-built" Record Drawings of the Work upon completion of the Project as indicated in the Specifications.

20.2.2.2.2 Contractor is liable and responsible for any and all inaccuracies in as-built Record Drawings, even if inaccuracies become evident at a future date.

20.2.2.2.3 Upon completion of the Work and as a condition precedent to approval of final payment, Contractor shall obtain the Architect's approval of the corrected prints and employ a competent draftsman to transfer the "as-built" information to the most current version of AutoCAD that is, at that time, currently utilized for plan check submission by either the County, the Construction Manager and/or the Architect, and submit electronic files. When completed, Contractor shall deliver corrected electronic files acceptable to County with AutoCAD file to the County.

20.2.2.2.4 Maintenance Manuals: Contractor shall prepare all operation and maintenance manuals and date as indicated in the Specifications.

20.3 Final Inspection

20.3.1 Contractor shall comply with Punch List procedures as provided herein and maintain the presence of a Project Superintendent and Project Manager until the Punch List is complete to ensure proper and timely completion of the Punch List. Under no circumstances shall Contractor demobilize its forces prior to completion of the Punch List. Upon receipt of Contractor's written

notice that all of the Punch List items have been fully completed, and the Work is ready for final inspection and acceptance, Architect and Construction Manager will inspect the Work and shall submit to Contractor and County a final inspection report noting the Work, if any, required in order to complete in accordance with the Contract Documents. Absent unusual circumstances, this report shall consist of the Punch List items not yet satisfactorily completed.

20.3.2 Upon Contractor's completion of all items on the Punch List and any other uncompleted portions of the Work, the Contractor shall notify the County and Architect, who shall again inspect such Work. If the Architect finds the Work complete and acceptable under the Contract Documents, the Architect will notify Contractor, who shall then jointly submit to the Architect and the County its final Application for Payment.

20.3.3 Final Inspection Requirements

Before calling for final inspection, Contractor shall determine that the following have been performed:

20.3.3.1 The Work has been completed.

20.3.3.2 All life-safety items are completed and in working order.

20.3.3.3 Mechanical and Electrical Work are complete and tested, fixtures are in place, connected, and ready for tryout.

20.3.3.4 Electrical circuits are scheduled in panels and disconnect switches labeled.

20.3.3.5 Painting and special finishes complete.

20.3.3.6 Doors complete with hardware, cleaned of protective film, relieved of sticking or binding, and in working order.

20.3.3.7 Tops and bottoms of doors sealed.

20.3.3.8 Floors waxed and polished as specified.

20.3.3.9 Broken glass replaced and glass cleaned.

20.3.3.10 The grounds are cleared of Contractor's equipment, raked clean of debris, and trash removed from Site.

20.3.3.11 Work cleaned, free of stains, scratches, and other foreign matter, of damaged and broken material, replaced.

20.3.3.12 Finished and decorative work shall have marks, dirt, and superfluous labels removed.

20.3.3.13 Final cleanup, as provided herein.

20.3.3.14 Any other items contained in the Scope of Work.

20.4 Costs of Multiple Inspections

More than two (2) requests of the County to make a final inspection shall be considered an additional service of County, Architect, and/or Construction Manager, and

all subsequent costs will be invoiced to Contractor and if funds are available, withheld from remaining payments.

20.5 Partial Occupancy or Use Prior to Completion

20.5.1 County's Rights

The County may occupy or use any completed or partially completed portion of the Work at any stage, including after Substantial Completion. The County and the Contractor shall agree in writing to the responsibilities assigned to each of them for payments, security, maintenance, heat, utilities, damage to the Work, insurance, the period for correction of the Work, and the commencement of warranties required by the Contract Documents. Any dispute as to responsibilities shall be resolved pursuant to the Claims and Disputes provisions herein, with the added provision that during the dispute process, the County shall have the right to occupy or use any portion of the Work that it needs or desires to use.

20.5.2 Inspection Prior to Occupancy or Use

Immediately prior to partial occupancy or use, the County, the Contractor, and the Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

20.5.3 No Waiver

Unless otherwise agreed upon, partial or entire occupancy or use of a portion or portions of the Work shall not constitute beneficial occupancy or acceptance of the Work not complying with the requirements of the Contract Documents.

21. FINAL PAYMENT AND RETENTION

21.1 Final Payment

Upon receipt and approval of a valid and final Application for Payment, the Architect will issue a final Certificate of Payment. The County and Contractor shall thereupon jointly inspect the Work and either accept the Work as complete or notify the Architect and the Contractor in writing of reasons why the Work is not complete. Upon acceptance of the Work of the Contractor as fully complete (that, absent unusual circumstances, will occur when the Punch List items have been satisfactorily completed), the County shall record a Notice of Completion with the County Recorder, and the Contractor shall, upon receipt of final payment from the County, pay the amount due Subcontractors.

21.2 Prerequisites for Final Payment

The following conditions must be fulfilled prior to Final Payment:

21.2.1 A full and final waiver or release of all Stop Notices in connection with the Work shall be submitted by Contractor, including a release of Stop Notices in recordable form, together with (to the extent permitted by law) a copy of the full and final release of all Stop Notice rights.

21.2.1.1 A duly completed and executed conditional waiver and release upon final payment compliant with Civil Code § 8136 from the

Contractor and each subcontractor of any tier and supplier to be paid from the current progress payment;

21.2.1.2 A duly completed and executed unconditional waiver and release upon progress payment compliant with Civil Code § 8134 from the Contractor and each subcontractor of any tier and supplier that was paid from the previous progress payment; and

21.2.1.3 The Contractor shall have made all corrections to the Work that are required to remedy any defects therein, to obtain compliance with the Contract Documents or any requirements of applicable codes and ordinances, or to fulfill any of the orders or directions of County required under the Contract Documents.

21.2.2 Each Subcontractor shall have delivered to the Contractor all written guarantees, warranties, applications, and bonds required by the Contract Documents for its portion of the Work.

21.2.3 Contractor must have completed all requirements set forth under "Close-Out Procedures," including, without limitation, an approved set of complete "as-built" Record Drawings.

21.2.4 Architect shall have issued its written approval that final payment can be made.

21.2.5 The Contractor shall have delivered to the County all manuals and materials required by the Contract Documents.

21.2.6 The Contractor shall have completed final clean up as provided herein.

21.3 Retention

21.3.1 The retention, less any amounts disputed by the County or that the County has the right to withhold pursuant to provisions herein, shall be paid:

21.3.1.1 After approval of the County by the Architect's Certificate of Payment,

21.3.1.2 After the satisfaction of the conditions set forth herein, and

21.3.1.3 After thirty-five (35) days after the recording of the Notice of Completion by County.

21.3.2 No interest shall be paid on any retention, or on any amounts withheld due to a failure of the Contractor to perform, in accordance with the terms and conditions of the Contract Documents, except as provided to the contrary in any Escrow Agreement between the County and the Contractor pursuant to Public Contract Code § 22300.

21.4 Substitution of Securities

The County will permit the substitution of securities in accordance with the provisions of Public Contract Code § 22300.

22. UNCOVERING OF WORK

If a portion of the Work is covered without Architect approval or not in compliance with the Contract Documents, it must, if required in writing, which may include email, by the County or the Architect, be uncovered for the Architect's observation and be replaced at the Contractor's expense without change in the Contract Price or Contract Time.

If a portion of the Work has been covered, which the Project Inspector or the Architect has not specifically requested to observe prior to it being covered, the County, Project Inspector, or the Architect may request to see that Work, and it shall be uncovered by the Contractor. If that Work is in accordance with the Contract Documents, costs of uncover and replacement shall, by appropriate Change Order, be charged to the County. If that Work is not in accordance with Contract Documents, the Contractor shall pay these costs without a change in the Contract Time, unless the condition was caused by the County or a separate contractor, in which event the County shall be responsible for payment of such costs to the Contractor.

23. NONCONFORMING WORK, CORRECTION OF WORK AND COUNTY'S RIGHT TO PERFORM WORK

23.1 Nonconforming Work

23.1.1 Contractor shall promptly remove from Premises all Work identified by County as failing to conform to the Contract Documents whether incorporated or not. Contractor shall promptly replace and re-execute nonconforming Work to comply with the Contract Documents without additional expense to the County and shall bear the expense of making good all work of other contractors destroyed or damaged by any removal or replacement pursuant hereto and/or any delays to the County or other Contractors caused thereby.

23.1.2 If Contractor does not remove Work that County has identified as failing to conform to the Contract Documents within a reasonable time, not to exceed FORTY-EIGHT (48) hours, County may remove it and may store any material at Contractor's expense. If Contractor does not pay the expense of that removal within ten (10) days' time thereafter, County may, upon ten (10) days' written notice, sell any material at auction or at private sale and shall deduct all costs and expenses incurred by the County and/or County may withhold those amounts from payments to Contractor.

23.2 Correction of Work

23.2.1 Correction of Rejected Work

Pursuant to the notice provisions herein, the Contractor shall promptly correct the Work rejected by the County or the Architect as failing to conform to the requirements of the Contract Documents, whether observed before or after Completion and whether or not fabricated, installed, or completed. The Contractor shall bear costs of correcting the rejected Work, including additional testing, inspections, and compensation for the Architect's services and expenses made necessary thereby.

23.2.2 Warranty Corrections

If, within the warranty period specified in Document 00 65 36 Warranty Form, after the date of Final Completion of the Work or a designated portion thereof, or after the date of commencement of warranties established hereunder, or by the terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the County to do so. This warranty period of one (1) year shall be extended with respect to portions of the Work first performed after Completion by the period of time between Completion and the actual performance of the Work. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract. The County shall give such notice promptly after discovery of the condition.

23.3 County's Right to Perform Work

23.3.1 If the Contractor should neglect to prosecute the Work properly or fail to perform any provisions of this contract, the County, after FORTY-EIGHT (48) hours written notice to the Contractor, may, without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor.

23.3.2 If it is found at any time, before or after completion of the Work, that Contractor has varied from the Drawings or Specifications, including, but not limited to, variation in material, quality, form, or finish, or in the amount or value of the materials and labor used, County may require, at its option:

23.3.2.1 That all improper Work be removed, remade or replaced, and all work disturbed by these changes be made good by Contractor at no additional cost to the County; or

23.3.2.2 That the County deduct from any amount due Contractor the sum of money equivalent to the difference in value between the work performed and that called for by the Drawings or Specifications; or

23.3.2.3 That the County exercise any other remedy it may have at law or under the Contract Documents, including but not limited to the County hiring its own forces or another contractor to replace the Contractor's nonconforming Work, in which case the County shall either issue a Deductive Change Order, a Construction Change Directive, or invoice the Contractor for the cost of that work. Contractor shall pay any invoices within thirty (30) days of receipt of same or County may withhold those amounts from payment to Contractor.

24. TERMINATION AND SUSPENSION

24.1 County's Right to Terminate Contractor for Cause

24.1.1 Grounds for Termination

The County, in its sole discretion, may terminate the Contract and/or terminate the Contractor's right to perform the work of the Contract based upon the following:

24.1.1.1 Contractor refuses or fails to execute the Work or any separable part thereof with sufficient diligence as will ensure its completion within the time specified or any extension thereof; or

24.1.1.2 Contractor fails to complete the Work within the time specified or any extension thereof; or

24.1.1.3 Contractor persistently fails or refuses to perform Work or provide material of sufficient quality as to comply with Contract Documents; or

24.1.1.4 Contractor files a petition for relief as a debtor, or a petition is filed against the Contractor without its consent, and the petition is not dismissed within sixty (60) days; or

24.1.1.5 Contractor makes a general assignment for the benefit of its creditors, or a receiver is appointed on account of its insolvency; or

24.1.1.6 Contractor persistently or repeatedly refuses or fails, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials to complete the Work in the time specified; or

24.1.1.7 Contractor fails to make prompt payment to Subcontractors, or for material, or for labor; or

24.1.1.8 Contractor persistently disregards laws or ordinances, or instructions of County; or

24.1.1.9 Contractor fails to supply labor, including that of Subcontractors, that can work in harmony with all other elements of labor employed or to be employed on the Work; or

24.1.1.10 Contractor is or its Subcontractors are otherwise in breach, default, or in substantial violation of any provision of this Contract.

24.1.2 Notification of Termination

24.1.2.1 Upon the occurrence of County's sole determination of any of the above conditions, County may, without prejudice to any other right or remedy, serve written notice upon Contractor and its Surety of County's termination of this Contract and/or the Contractor's right to perform the work of the Contract. This notice will contain the reasons for termination. Unless, within three (3) calendar days after the service of the notice, any and all conditions shall cease, and any and all violations shall cease, or arrangement satisfactory to County for the correction of the conditions and/or violations be made, this Contract shall cease and terminate. Upon the County's determination, Contractor shall not be entitled to receive any further payment until the entire Work is finished.

24.1.2.2 Upon Termination, County may immediately serve written notice of tender upon Surety whereby Surety shall have the right to take over and perform this Contract only if Surety:

24.1.2.2.1 Within three (3) calendar days after service upon it of the notice of tender, gives County written notice of Surety's intention to take over and perform this Contract; and

24.1.2.2.2 Commences performance of this Contract within (three (3) days from the date of serving of its notice to County.

24.1.2.3 If Surety fails to notify County or begin performance as indicated herein, County may take over the Work and execute the Work to completion by any method it may deem advisable at the expense of Contractor and/or its Surety. Contractor and/or its Surety shall be liable to County for any excess cost or other damages the County incurs thereby. Time is of the essence in this Contract. If the County takes over the Work as herein provided, County may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plan, and other property belonging to Contractor as may be on the Site of the Work, in bonded storage, or previously paid for.

24.1.3 Effect of Termination

24.1.3.1 Contractor shall, only if ordered to do so by the County, immediately remove from the Site all or any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The County retains the right, but not the obligation, to keep and use any materials and personal property belonging to Contractor that have not been incorporated in the construction of the Work, or which are not in place in the Work. The Contractor and its Surety shall be liable upon the performance bond for all damages caused the County by reason of the Contractor's failure to complete the Contract.

24.1.3.2 In the event that the County shall perform any portion of, or the whole of the Work, pursuant to the provisions of the General Conditions, the County shall not be liable nor account to the Contractor in any way for the time or the manner in which the Work is performed by the County or for any changes the County may make in the Work or for the money expended by the County in satisfying claims, suits, and/or other obligations in connection with the Work.

24.1.3.3 In the event that the Contract is terminated for any reason, no allowances or compensation will be granted for the loss of any anticipated profit by the Contractor.

24.1.3.4 If the expense to the County to finish the Work exceeds the unpaid Contract Price, Contractor and Surety shall pay the difference to County within twenty-one (21) calendar days of County's request.

24.1.3.5 The County shall have the right (but shall have no obligation) to assume and/or assign to a general contractor or construction manager or other third party who is qualified and has sufficient resources to complete the Work, the rights of the Contractor under its subcontracts with any or all Subcontractors. In the event of an assumption or assignment by the County, no Subcontractor shall have any claim against the County or third party for Work performed by Subcontractor or other matters arising prior to termination of the Contract. The County or any third party, as the case may be, shall be liable only for obligations to the Subcontractor arising after assumption or assignment. Should the County so elect, the Contractor shall execute and deliver all documents and take all steps, including the legal assignment of its contractual rights, as the County may require, for the purpose of fully vesting in the County the rights and benefits of it as a Subcontractor under Subcontracts or other obligations or commitments. All payments due the Contractor hereunder shall be subject to a right of offset by the County for expenses and damages suffered by the County as a result of any default, acts, or omissions of the Contractor. Contractor must include this assignment provision in all of its contracts with its Subcontractors.

24.1.3.6 The foregoing provisions are in addition to and not in limitation of any other rights or remedies available to County.

24.2 Termination of Contractor for Convenience

24.2.1 County in its sole discretion may terminate the Contract upon three (3) calendar days written notice to the Contractor. Under a termination for convenience, the County retains the right to all the options available to the County if there is a termination for cause. In case of a termination for convenience, the Contractor shall have no claims against the County except:

24.2.1.1 The actual cost of labor, materials, and services performed that is unpaid and can be properly documented through timesheets, invoices, receipts, or otherwise, and

24.2.1.2 Five percent (5%) of the total cost of work performed as of the date of termination, or five percent (5%) of the value of the Work yet to be performed, whichever is less. This five percent (5%) amount shall be full compensation for all Contractor's and its Subcontractors' mobilization and demobilization costs and any anticipated lost profits resulting from termination of the Contractor for convenience.

24.3 Emergency Termination of Public Contracts Act of 1949

24.3.1 This Contract is subject to termination as provided by §§4410 and 4411 of the Government Code of the State of California, being a portion of the Emergency Termination of Public Contracts Act of 1949.

24.3.1.1 § 4410 of the Government Code states:

In the event a national emergency occurs, and public work, being performed by contract, is stopped, directly or indirectly, because of the freezing or diversion of materials, equipment or labor, as the result of an order or a proclamation of the President of the United States, or of an order of any federal authority, and the circumstances or conditions are such that it is impracticable within a reasonable time to proceed with a substantial portion of the work, then the public agency and the contractor may, by written agreement, terminate said contract.

24.3.1.2 § 4411 of the Government Code states, in part:

Such an agreement shall include the terms and conditions of the termination of the contract and provision for the payment of compensation or money, if any, which either party shall pay to the other or any other person, under the facts and circumstances in the case.

24.3.1.3 Compensation to the Contractor shall be determined at the sole discretion of County on the basis of the reasonable value of the Work done, including preparatory work. As an exception to the foregoing and at the County's discretion, in the case of any fully completed separate item or portion of the Work for which there is a separate previously submitted unit price or item on the accepted schedule of values, that price shall control. The County, at its sole discretion, may adopt the Contract Price as the reasonable value of the work done or any portion thereof.

25. CLAIMS AND DISPUTES

25.1 Performance During Claim Process

The Contractor shall continue to perform its Work under the Contract and shall not cause a delay in the Work during any dispute, claims definition, negotiation, mediation, or arbitration proceeding, except by written agreement by the County.

25.2 Definition of Claim

25.2.1 For purposes of this section, a "Claim" means a separate demand by the Contractor for:

25.2.1.1 A time extension,

25.2.1.2 Payment of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract and payment of which is not otherwise expressly provided for, or the claimant is not otherwise entitled to, or

25.2.1.3 Payment of money that the County disputes is owing.

25.3 Claim Presentations

25.3.1 The attention of the Contractor is drawn to Government Code § 12650, et seq. regarding penalties for false claims.

25.3.2 Contractor shall file with the County any written Claim, including the documents necessary to substantiate it, on or before the day of final payment on the Contract.

25.3.3 Contractor shall bind all its Subcontractors, material persons, and suppliers to the provisions of this section regarding mediation and arbitration and will hold the County harmless against disputes and claims by Subcontractors, material persons, and suppliers.

25.4 Claim Resolution

25.4.1 In the event of a dispute between the parties as to performance of the Work, the interpretation of this Contract, or payment or nonpayment for Work performed or not performed, the parties shall attempt to resolve the dispute by those procedures set forth in Public Contract Code § 9204, if applicable. Pending resolution of the dispute, Contractor agrees it will neither rescind the Contract nor stop the progress of the Work but will allow determination by a court of the State of California having competent jurisdiction of the dispute, after the Project has been completed, and not before.

25.4.2 For all Claims which arise between the Contractor and the County, the procedure set forth in Public Contract Code § 9204 shall apply:

25.4.2.1 The County shall respond in writing within forty-five (45) days of receipt of the Claim identifying what portion of the Claim is disputed and what portion is undisputed; provided however, that if County fails to timely respond then the claim is deemed rejected in its entirety.

25.4.2.1.1 Upon receipt of a Claim, County, and Contractor may by mutual agreement, extend the time period for County to respond.

25.4.2.1.2 Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the County issues its written response to the Claim.

25.4.3 If Contractor disputes County's written response, or if County fails to respond to a Claim issued pursuant to this § 25.4 within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute.

25.4.3.1 Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, County shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.

25.4.4 Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in

dispute, the County shall provide Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed.

25.4.4.1 Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the County issues its written statement.

25.4.5 Any disputed portion of the Claim, as identified by the statement referenced in § 25.4.4 shall be submitted to nonbinding mediation, with the County and Contractor sharing the associated costs equally.

25.4.5.1 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.

25.4.5.2 If County and Contractor cannot agree to a mediator, each party shall select a mediator, and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim.

25.4.5.3 County and Contractor shall each bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

25.4.5.4 If mediation is unsuccessful the parts of the claim remaining in dispute shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with § 1141.10) of the Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding § 1141.11 of that code. The Civil Discovery Act of 1986, (Article 3 (commencing with § 2016) of Chapter 3 of Title 3 of part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

25.4.6 The County shall not fail to pay money as to any portion of a claim which is undisputed except as otherwise provided in the Contract Documents. Unpaid claim amounts not paid in a timely manner will bear interest at seven percent (7%) per annum. In any suit filed pursuant to this section, the County shall pay interest at the legal rate on any arbitration award or judgment. Interest shall begin to accrue on the date the suit is filed in a court of law.

25.4.7 If a Subcontractor or lower-tier subcontractor lacks legal standing to assert a Claim against County because privity of contract does not exist, Contractor may present 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 that of a lower-tier Subcontractor, that Contractor present a Claim for work which was performed by Subcontractor, or by a lower-tier Subcontractor on behalf of Subcontractor. Subcontractor requesting that the claim be presented to County must furnish reasonable documentation to support the Claim. Within forty-five (45) days of receipt of this written request, Contractor must notify Subcontractor in writing as to whether

Contractor presented the Claim to County, and, if Contractor did not present the Claim, provide Subcontractor with a written statement of the reasons for not having done so.

26. LABOR, WAGE & HOUR, APPRENTICE, AND RELATED PROVISIONS

26.1 Wage Rates, Travel, and Subsistence – (For Projects over $1M see also PROJECT STABILIZATION/ COMMUNITY BENEFITS AGREEMENT of the COUNTY OF ALAMEDA Document 00 73 13B).

26.1.1 Pursuant to the provisions of Article 2 (commencing with § 1770), chapter 1, part 7, division 2, of the Labor Code of California, the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality in which this public work is to be performed for each craft, classification or type of worker needed to execute this Contract is on file at the County's principal office, and copies will be made available to any interested party on request. Contractor shall obtain and post a copy of these wage rates at the job site.

26.1.2 Holiday and overtime work, when permitted by law, shall be paid for at a rate of at least one and one-half times the above-specified rate of per diem wages unless otherwise specified. The holidays upon which those rates shall be paid need not be specified by the County but shall be all holidays recognized in the applicable collective bargaining agreement. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in § 6700 of the Government Code.

26.1.3 Contractor shall pay and shall cause to be paid each worker engaged in Work on the Project not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations ("DIR") ("Director"), regardless of any contractual relationship which may be alleged to exist between Contractor or any Subcontractor and such workers.

26.1.4 Contractor shall pay and shall cause to be paid to each worker needed to execute the Work on the Project travel and subsistence payments, as such travel and subsistence payments are defined in the applicable Collective Bargaining Agreements filed with the Department of Industrial Relations in accordance with Labor Code § 1773 et seq.

26.1.5 If during the period this Contract pricing proposal is required to remain open, the Director determines that there has been a change in any prevailing rate of per diem wages in the locality in which the Work under the Contract is to be performed, such change shall not alter the wage rates in the Notice to Contractors or the Contract subsequently awarded.

26.1.6 Pursuant to Labor Code § 1775, Contractor shall, as a penalty to County, forfeit the statutory amount for each calendar day, or portion thereof, for each worker paid less than the prevailing rates, determined by the County and/or the Director, for the work or craft in which that worker is employed for any public work done under Contract by Contractor or by any Subcontractor under it. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which each

worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

26.1.7 Any worker employed to perform Work on the Project, which Work is not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director, shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to Work to be performed by him, and such minimum wage rate shall be retroactive to time of initial employment of such person in such classification.

26.1.8 Pursuant to Labor Code § 1773.1, per diem wages, are deemed to include employer payments for health and welfare, pension, vacation, travel time, subsistence pay, and apprenticeship or other training programs authorized by § 3093, and similar purposes.

26.1.9 Contractor shall post at appropriate conspicuous points on the Site of Project, a schedule showing all determined minimum wage rates and all authorized deductions if any, from unpaid wages, actually earned. In addition, Contractor shall post a sign-in log for all workers and visitors to the Site, a list of all subcontractors of any tier on the Site, and the required Equal Employment Opportunity poster(s).

26.1.10 Contractor stipulates that it shall comply with all requirements of Project Stabilization/Community Benefits Agreement **(For projects over $1M)** of the County of Alameda, and shall pay to persons performing labor in and about the Work provided for in the Contract an amount equal to or more than the following:

26.1.10.1 Wage rate and fringe benefit payments and classification for that person's corresponding labor classification as required by the Department of Industrial Relations;

26.1.10.2 Wage rate and fringe benefit payments and classification for that person's corresponding labor classification as required under the Project Stabilization/Community Benefits Agreement of the County of Alameda **(For projects over $1M)** and California Labor Code.

26.1.11 If there are conflicts between the Wage rate and fringe benefit payments and classification between the Department of Industrial Relations and the PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT of the COUNTY OF ALAMEDA **(For projects over $1M)**, Contractor shall pay the higher wage rate and fringe benefits.

26.2 Hours of Work

26.2.1 As provided in Article 3 (commencing with § 1810), chapter 1, part 7, division 2, of the Labor Code, eight (8) hours of labor shall constitute a legal days work. The time of service of any worker employed at any time by Contractor or by any Subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract shall be limited and restricted by Contractor to eight (8) hours per day, and

forty (40) hours during any one week, except as hereinafter provided. Notwithstanding the provisions hereinabove set forth, Work performed by employees of Contractor in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

26.2.2 Contractor shall keep and shall cause each Subcontractor to keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of County and to the Division of Labor Standards Enforcement of the DIR.

26.2.3 Pursuant to Labor Code § 1813, Contractor shall as a penalty to the County forfeit the statutory amount for each worker employed in the execution of this Contract by Contractor or by any Subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing with § 1810), chapter 1, part 7, division 2, of the Labor Code.

26.2.4 Any Work necessary to be performed after regular working hours, or on Sundays or other holidays shall be performed without additional expense to the County.

26.3 Payroll Records

26.3.1 County will use the Alameda County Contract Compliance System, including the Elation Systems, Inc. program, to monitor contract and labor compliance. Contractor and all Subcontractors shall use the Compliance System to meet County's requirements and shall participate in training as directed by County to become and remain competent in the use of the Compliance System.

26.3.2 Pursuant to the provisions of § 1776 of the Labor Code, notice is hereby given that Contractor shall prepare and provide to the County and shall cause each Subcontractor performing any portion of the Work under this Contract to prepare and provide to the County an accurate and certified payroll record ("CPR"), showing the name, address, social security number, work classification, 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 the Contractor and/or each Subcontractor in connection with the Work.

26.3.3 The CPRs shall be certified and shall be provided to the County on a weekly basis. The CPRs from the Contractor and each Subcontractor for each week shall be provided on or before Wednesday of the week following the week covered by the CPRs. County shall not make any payment to Contractor until:

26.3.3.1 Contractor and/or its Subcontractors provide CPRs acceptable to the County, and

26.3.3.2 The County is given sufficient time to review and/or audit the CPRs to determine their acceptability. Any delay in Contractor and/or its Subcontractors providing CPRs to the County in a timely manner will directly delay the County's review and/or audit of the CPRs and Contractor's payment.

26.3.4 All CPRs shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

26.3.4.1 A certified copy of an employee's CPR shall be made available for inspection or furnished to the employee or the employee's authorized representative on request.

26.3.4.2 CPRs shall be made available for inspection or furnished upon request to a representative of County, Division of Labor Standards Enforcement, Division of Apprenticeship Standards, and/or the Department of Industrial Relations.

26.3.4.3 CPRs shall be made available upon request by the public for inspection or copying; provided, however, that a request by the public shall be made through either the County, Division of Apprenticeship Standards, or the Division of Labor Standards Enforcement. If the requested CPRs have not been provided, the requesting party shall, prior to being provided the records, reimburse the costs of preparation by Contractor, Subcontractors, and the entity through which the request was made. The public shall not be given access to the records at the principal office of Contractor.

26.3.5 The form of certification for the CPRs shall be as follows:

I, (Name-Print), the undersigned, am the (Position in business) with the authority to act for and on behalf of (Name of business and/or Contractor), certify under penalty of perjury that the records or copies thereof submitted and consisting of (Description, number of pages) are the originals or true, full, and correct copies of the originals which depict the payroll record(s) of actual disbursements by way of cash, check, or whatever form to the individual or individual named, and (b) we have complied with the requirements of §§1771, 1811, and 1815 for any work performed by our employees on the Project.

Date: Signature:

(Title 8 § 16401 of the California Code of Regulations)

26.3.6 Each Contractor shall file a certified copy of the CPRs with the entity that requested the records within ten (10) days after receipt of a written request.

26.3.7 Any copy of records made available for inspection as copying and furnished upon request to the public or any public agency by County, Division of Apprenticeship Standards, or Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and

address of Contractor awarded Contract or performing Contract shall not be marked or obliterated.

26.3.8 Contractor shall inform County of the location of the records enumerated hereunder, including the street address, city, and county, and shall, within five (5) working days, provide a notice of change of location and address.

26.3.9 In the event of noncompliance with the requirements of this section, Contractor shall have ten (10) days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply with this section. Should noncompliance still be evident after the ten (10) day period, Contractor shall, as a penalty to County, forfeit twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of Division of Apprenticeship Standards or Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

26.3.10 It shall be the responsibility of Contractor to ensure compliance with the provisions of Labor Code § 1776.

26.4 Apprentices

26.4.1 Contractor acknowledges and agrees that, if this Contract involves a dollar amount greater than or a number of working days greater than that specified in Labor Code § 1777.5, then this Contract is governed by the provisions of Labor Code § 1777.5. It shall be the responsibility of Contractor to ensure compliance with this Article and with Labor Code § 1777.5 for all apprenticeship occupations.

26.4.2 Apprentices of any crafts or trades may be employed and, when required by Labor Code § 1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the Labor Code.

26.4.3 Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which the apprentice is employed, and shall be employed only in the work of the craft or trade to which the apprentice is registered.

26.4.4 Only apprentices, as defined in § 3077 of the Labor Code, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at § 3070), Division 3, of the Labor Code, are eligible to be employed. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which the apprentice is training.

26.4.5 Pursuant to Labor Code § 1777.5, if that section applies to this Contract, Contractor and any Subcontractors employing workers in any apprenticeable craft or trade in performing any Work under this Contract shall apply to the applicable joint apprenticeship committee for a certificate approving the Contractor or Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

26.4.6 Pursuant to Labor Code § 1777.5, if that section applies to this Contract, Contractor and any Subcontractor may be required to make contributions to the apprenticeship program.

26.4.7 If Contractor or Subcontractor willfully fails to comply with Labor Code § 1777.5, then, upon a determination of noncompliance by the Administrator of Apprenticeship, it shall:

26.4.7.1 Be denied the right to bid on any subsequent project for one (1) year from the date of such determination;

26.4.7.2 Forfeit as a penalty to County the full amount as stated in Labor Code § 1777.7. Interpretation and enforcement of these provisions shall be in accordance with the rules and procedures of the California Apprenticeship Council and under the authority of the Chief of the Division of Apprenticeship Standards.

26.4.8 Contractor and all Subcontractors shall comply with Labor Code § 3073.9, which section forbids certain discriminatory practices in the employment of apprentices.

26.4.9 Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work. Special attention is directed to Article 2 (commencing with §3075) of Division 4, Chapter 4 of the Labor Code, and §§1777.5, 1777.6, and 1777.7 of the Labor Code, and title 8, California Code of Regulations, §200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 1515 Clay St, 19th floor, Ste 1902, Oakland, California 94612, (415) 703-4920.

26.5 Non-Discrimination

26.5.1 Contractor agrees not to discriminate in its recruiting, hiring, promotion, demotion, or termination practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or veteran or military status in the performance of this Contract and to comply with the provisions of the California Fair Employment and Housing Act as set forth in part 2.8 of Division 3 of the California Government Code, commencing at §12900; the Federal Civil Rights Act of 1964, as set forth in Public Law 88-352, and all amendments thereto; Executive Order 11246, and all administrative rules and regulations found to be applicable to Contractor and Subcontractor.

26.6 Labor Medical Services and First Aid

Contractor shall maintain emergency medical services and first aid treatment for Contractor's workers on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), the California Occupational Safety and Health Act of 1973, and applicable regulations including (8 Cal. Code of Regs., §. 3400).

27. MISCELLANEOUS

27.1 Assignment of Antitrust Actions

27.1.1 §7103.5(b) of the Public Contract Code states:

In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor or 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 § 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with § 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 assignement shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

27.1.2 § 4552 of the Government Code states:

In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under § 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with § 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder or, in this case, the contractor proposing to perform the Work.

27.1.3 § 4553 of the Government Code states:

If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery.

27.1.4 § 4554 of the Government Code states:

Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action.

27.1.5 Under Public Contract Code §7103.5 and Government Code §4550, the "public purchasing body" is the County and "Contractor" is Contractor.

27.2 Excise Taxes

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 Federal Excise Tax because it is a sale to a State or Local Government for its exclusive use, County, upon request, will execute documents necessary to show (a) that County is a political subdivision of the State for the purposes of such exemption, and (b) that the sale is for the exclusive use of County. No Federal Excise Tax for such materials shall be included in any Contract Price.

27.3 Taxes

Contract Price shall include all applicable sales taxes or other taxes that may be due in accordance with the California Revenue and Taxation Code; 18 California Code of Regulations §1521, or any other applicable tax code.

27.4 Shipments

All shipments must be F.O.B. destination to Site or sites, as indicated in the Contract Documents. There must be no charge for containers, packing, unpacking, drayage or insurance. The total Contract Price shall be all inclusive (including sales tax), and no additional costs of any type will be considered.

END OF DOCUMENT

DOCUMENT 00 73 13

SPECIAL CONDITIONS

1. Mitigation Measures

Contractor shall comply with all applicable mitigation measures, if any, adopted by any public agency with respect to this Project pursuant to the California Environmental Quality Act. (Public Resources Code section 21000, et. seq.)

2. Substitution for Specified Items

2.1. Requests for substitutions after award of the Contract shall be made within **THIRTY-FIVE (35)** days of the date of the Notice of Award.

2.2. Whenever in the Specifications any materials, process, or article is indicated or specified by grade, patent, or proprietary name, or by name of manufacturer, that Specification shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer any material, process, or article that shall be substantially equal or better in every respect to that so indicated or specified.

2.2.1. If the material, process, or article offered by Contractor is not, in the opinion of the County, substantially equal or better in every respect to that specified, then Contractor shall furnish the material, process, or article specified in the Specifications without any additional compensation or change order.

2.2.2. This provision shall not be applicable with respect to any material, product, thing or service for which County made findings and gave notice in accordance with Public Contract Code § 3400(b) and Contractor shall not be entitled to request a substitution with respect to those materials, products or services.

2.3. A request for a substitution shall be in writing and shall include:

2.3.1. All variations of the proposed substitute from the material specified including, but not limited to, principles of operation, materials, or construction finish, thickness or gauge of materials, dimensions, weight, and tolerances;

2.3.2. Available maintenance, repair or replacement services;

2.3.3. Increases or decreases in operating, maintenance, repair, replacement, and spare parts costs;

2.3.4. Whether or not acceptance of the substitute will require other changes in the Work (or in work performed by the County or others under Contract with the County); and

2.3.5. The time impact on any part of the Work resulting directly or indirectly from acceptance of the proposed substitute.

2.4. No substitutions shall be made until approved, in writing, by the County. The burden of proof as to equality of any material, process, or article shall rest with Contractor. The Contractor warrants that if substitutes are approved:

2.4.1. The proposed substitute is equal or superior in all respects to that specified, and that such proposed substitute is suitable and fit for the intended purpose and will perform adequately the function and achieve the results called for by the general design and the Contract Documents;

2.4.2. The Contractor provides the same warranties and guarantees for the substitute that would be provided for that specified;

2.4.3. The Contractor shall be fully responsible for the installation of the substitute and any changes in the Work required, either directly or indirectly, because of the acceptance of such substitute, with no increase in Contract Price or Contract Time. Incidental changes or extra component parts required to accommodate the substitute will be made by the Contractor without a change in the Contract Price or Contract Time;

2.4.4. The Contractor shall be responsible for any re-design costs occasioned by County's acceptance and/or approval of any substitute; and

2.4.5. The Contractor shall, in the event that a substitute is less costly than that specified, credit the County with one hundred percent (100%) of the net difference between the substitute and the originally specified material. In this event, the Contractor agrees to execute a deductive Change Order to reflect that credit.

2.5. In the event Contractor furnishes a material, process, or article more expensive than that specified, the difference in the cost of that material, process, or article so furnished shall be borne by Contractor.

2.6. In no event shall the County be liable for any increase in Contract Price or Contract Time due to any claimed delay in the evaluation of any proposed substitute or in the acceptance or rejection of any proposed substitute.

3. Weather Days

3.1 Delays due to adverse weather conditions will only be permitted in compliance with the provisions in the General Conditions and only if the number of days of adverse weather exceeds the following parameters and only if Contractor can verify that adverse weather caused delays exceeded the following number of days:

January	**11**	July	**0**
February	**10**	August	**0**
March	**10**	September	**1**
April	**6**	October	**4**
May	**3**	November	**7**
June	**1**	December	**10**

4. **Insurance Policy Limits**. All of Contractor's insurance shall be with insurance companies with an A.M. Best rating of no less than A: XI.

The limits of insurance shall not be less than:

Commercial General Liability	Each Occurrence	$1,000,000
	General Aggregate	$5,000,000
	Product Liability and Completed Operations	$1,000,000
Automobile Liability – Any Auto	Combined Single Limit	$1,000,000
Excess Liability		$10,000,000
Workers Compensation		Statutory limits pursuant to state law
Employers' Liability		$1,000,000
Builders Risk (Course of Construction)		Issued for the value of the Contract

5. **Permits, Certificates, Licenses, Fees, Approval**

5.1 **Payment for Permits, Certificates, Licenses, and Fees**. As required in the General Conditions (Document 00 72 13), the Contractor shall secure and pay for all permits, licenses and certificates necessary for the prosecution of the Work except County Building Permit fees and Utility Application fees.

6. **Work Restrictions**

6.1 Hours of Work: The Standard work schedule is an 8-hour day between 7:30 a.m. to 5:00 p.m. Monday through Friday. If Contractor would prefer to work an alternative

schedule, they must submit a formal request in writing and obtain approval from the County.

6.2 Parking on site during construction shall be within the construction fenced area, with access controlled by the Contractor.

7. Project Labor Agreement

7.1 Contractor stipulates that it shall comply with all requirements of FIRST AMENDED and RESTATED PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT of the COUNTY OF ALAMEDA (PSCBA) dated October 6, 2020, and shall pay to persons performing labor in and about the Work provided for in the Contract an amount equal to or more than the following:

7.1.1 Wage rate and fringe benefit payments and classification for that person's corresponding labor classification as required by the Department of Industrial Relations;

7.1.2 Wage rate and fringe benefit payments and classification for that person's corresponding labor classification as required under the PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT of the COUNTY OF ALAMEDA and California Labor Code.

7.1.3 If there are conflicts between the Wage rate and fringe benefit payments and classification between the Department of Industrial Relations and the PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT of the COUNTY OF ALAMEDA, Design Builder shall pay the higher wage rate and fringe benefits.

7.2 FIRST AMENDED and RESTATED PROJECT STABILIZATION/COMMUNITY BENEFITS AGREEMENT of the COUNTY OF ALAMEDA (PSCBA) dated October 6, 2020, included as Document 00 73 13B.

END OF DOCUMENT

DOCUMENT 00 73 13B

PROJECT STABILIZATION/COMMUNITY BENEFIT AGREEMENT (PSCBA) 2020

1. Summary

1.1. A copy of the PSCBA is included for reference in Document 00 73 13B.

END OF DOCUMENT

DOCUMENT 00 73 13B – EXHIBIT B

CONTRACTOR AGREEMENT TO BE BOUND

The undersigned, as a Contractor or Subcontractor (CONTRACTOR) on a project of the County of Alameda, (hereinafter PROJECT), for and in consideration of the award to it of a contract to perform work on said PROJECT, and in further consideration of the mutual promises made in the "Project Stabilization/Community Benefits Agreement for the County of Alameda" (hereinafter AGREEMENT), a copy of which was received and is acknowledged, hereby:

(1) Accepts and agrees to be bound by the terms and conditions of the AGREEMENT, together with any and all amendments and supplements now existing or which are later made thereto;

(2) The CONTRACTOR agrees to be bound by the legally established local trust agreements as set forth in Article 14 of the AGREEMENT and agrees to execute a separate subscription agreement(s) for such trust funds when such trust fund(s) require(s) such document(s).;

(3) The CONTRACTOR authorizes the parties to such local trust agreements to appoint trustees and successor trustees to administer the trust funds and hereby ratifies and accepts the trustees so appointed as if made by the CONTRACTOR;

(4) Certifies that it has no commitments or agreements which would preclude its full and complete compliance with the terms and conditions of said AGREEMENT;

(5) Agrees to secure from any CONTRACTORS (as defined in said AGREEMENT) which is or becomes a Subcontractor (of any tier) to it, a duly executed Agreement to be Bound in form identical to this document.

This letter shall constitute a subscription agreement, to the extent of the terms of the letter.

CONTRACTOR/SUBCONTRACTOR:_____

California Contractor State License No. or Motor Carrier (CA) Permit No.: _____

Name of Authorized Person (print): _____

Signature of Authorized Person: _____

Title of Authorized Person: _____

Telephone Number of Contractor:_____

Address of Contractor:_____

State Public Works Registration Number: _____

DOCUMENT 00 73 56

HAZARDOUS MATERIALS PROCEDURES & REQUIREMENTS

1. Summary

This document includes information applicable to hazardous materials and hazard waste abatement.

2. Notice of Hazardous Waste or Materials Conditions

2.1. Contractor shall give notice in writing, including by e-mail, to the County, the Construction Manager, and the Architect promptly, before any of the following conditions are disturbed, and in no event later than twenty-four (24) hours after first observance, of any:

2.1.1. Material that Contractor believes may be material that is hazardous waste or hazardous material, as defined in section 25117 or 25260 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; or

2.1.2. Other material that may present a substantial danger to persons or property exposed thereto in connection with Work at the site.

2.2. Contractor's written notice shall indicate whether the hazardous waste or material was shown or indicated in the Contract Documents to be within the scope of Work, and whether the materials were brought to the site by Contractor, its Subcontractors, suppliers, or anyone else for whom Contractor is responsible. As used in this section the term "hazardous materials" shall include, without limitation, asbestos, lead, mercury, Polychlorinated biphenyl (PCB), petroleum and related hydrocarbons, and radioactive material.

2.3. In response to Contractor's written notice, the County shall investigate the identified conditions.

2.4. If the County determines that conditions do not involve hazardous materials or that no change in terms of Contract is justified, the County shall so notify Contractor in writing, stating reasons for its determination. If the County and Contractor cannot agree on whether conditions justify an adjustment in Contract Price or Contract Times, or on the extent of any adjustment, Contractor shall proceed with the Work as directed by the County.

2.5. If after receipt of notice from the County, Contractor does not agree to resume Work based on a reasonable belief it is unsafe, or does not agree to resume Work under special conditions, then County may order such portion of Work that is in

connection with such hazardous condition or such affected area to be deleted from the Work, or performed by others, or County may invoke its rights to terminate the Contract in whole or in part. County will determine entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of Work or performing the Work by others.

2.6. If Contractor stops Work in connection with any hazardous condition and in any area affected thereby, Contractor shall immediately redeploy its workers, equipment, and materials, as necessary, to other portions of the Work to minimize delay and disruption.

3. Additional Warranties and Representations

3.1. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have the required levels of familiarity with the Site and the Work, training, and ability to comply fully with all applicable law and contract requirements for safe and expeditious performance of the Work, including whatever training is or may be required regarding the activities to be performed (including, but not limited to, all training required to address adequately the actual or potential dangers of Contract performance).

3.2. Contractor represents and warrants that it, its employees, and its subcontractors and their employees, shall at all times have and maintain in good standing any and all certifications and licenses required by applicable federal, state, and other governmental and quasi-governmental requirements applicable to the Work.

3.3. Contractor represents and warrants that it has studied carefully all requirements of the Specifications regarding procedures for demolition, hazardous waste abatement, or safety practices, specified in the Contract, and prior to submitting its contract proposal, has either (a) verified to its satisfaction that the specified procedures are adequate and sufficient to achieve the results intended by the Contract Documents, or (b) by way of approved "or equal" request or request for clarification and written Addenda, secured changes to the specified procedures sufficient to achieve the results intended by the Contract Documents. Contractor accepts the risk that any specified procedure will result in a completed Project in full compliance with the Contract Documents.

4. Monitoring and Testing

4.1. County reserves the right, in its sole discretion, to conduct air monitoring, earth monitoring, Work monitoring, and any other tests (in addition to testing required under the agreement or applicable law), to monitor Contract requirements of safe and statutorily compliant work methods and (where applicable) safe re-entry level air standards under state and federal law upon completion of the job,

and compliance of the work with periodic and final inspection by public and quasi-public entities having jurisdiction.

4.2. Contractor acknowledges that County has the right to perform, or cause to be performed, various activities and tests including, but not limited to, pre-abatement, during abatement, and post-abatement air monitoring, that County shall have no obligation to perform said activities and tests, and that a portion of said activities and tests may take place prior to the completion of the Work by Contractor. In the event County elects to perform these activities and tests, Contractor shall afford County ample access to the Site and all areas of the Work as may be necessary for the performance of these activities and tests. Contractor will include the potential impact of these activities or tests by County in the Contract Price and the Scheduled Completion Date.

4.3. Notwithstanding County's rights granted by this paragraph, Contractor may retain its own industrial hygiene consultant at Contractor's own expense and may collect samples and may perform tests including, but not limited to, pre-abatement, during abatement, and post-abatement personal air monitoring, and County reserves the right to request documentation of all such activities and tests performed by Contractor relating to the Work and Contractor shall immediately provide that documentation upon request.

5. Compliance with Laws

5.1. Contractor shall perform safe, expeditious, and orderly work in accordance with the best practices and the highest standards in the hazardous waste abatement, removal, and disposal industry, the applicable law, and the Contract Documents, including, but not limited to, all responsibilities relating to the preparation and return of waste shipment records, all requirements of the law, delivering of all requisite notices, and obtaining all necessary governmental and quasi-governmental approvals.

5.2. Contractor represents that it is familiar with and shall comply with all laws applicable to the Work or completed Work including, but not limited to, all federal, state, and local laws, statutes, standards, rules, regulations, and ordinances applicable to the Work relating to:

5.2.1. The protection of the public health, welfare and environment;

5.2.2. Storage, handling, or use of asbestos, PCB, lead, petroleum-based products or other hazardous materials;

5.2.3. The generation, processing, treatment, storage, transport, disposal,

destruction, or other management of asbestos, PCB, lead, petroleum, or hazardous waste materials or other waste materials of any kind; and

5.2.4. The protection of environmentally sensitive areas such as wetlands and coastal areas.

6. Disposal

6.1. Contractor has the sole responsibility for determining current waste storage, handling, transportation, and disposal regulations for the job Site and for each waste disposal facility. Contractor must comply fully at its sole cost and expense with these regulations and any applicable law. County may, but is not obligated to, require submittals with this information for it to review consistent with the Contract Documents.

6.2. Contractor shall develop and implement a system acceptable to County to track hazardous waste from the Site to disposal, including appropriate "Hazardous Waste Manifests" on the EPA form, so that County may track the volume of waste it put in each landfill and receive from each landfill a certificate of receipt.

6.3. Contractor shall provide County with the name and address of each waste disposal facility prior to any disposal, and County shall have the express right to reject any proposed disposal facility. Contractor shall not use any disposal facility to which County has objected. Contractor shall document actual disposal or destruction of waste at a designated facility by completing a disposal certificate or certificate of destruction forwarding the original to the County.

7. Permits

7.1. Before performing any of the Work, and at such other times as may be required by applicable law, Contractor shall deliver all requisite notices and obtain the approval of all governmental and quasi-governmental authorities having jurisdiction over the Work. Contractor shall submit evidence satisfactory to County that it and any disposal facility:

7.1.1. have obtained all required permits, approvals, and the like in a timely manner both prior to commencement of the Work and thereafter as and when required by applicable law, and

7.1.2. are in compliance with all such permits, approvals and the regulations.

For example, before commencing any work in connection with the Work involving asbestos-containing materials, or PCBs, or other hazardous materials subject to regulation, Contractor agrees to provide the required notice of intent to renovate or demolish to the appropriate state or federal

agency having jurisdiction, by certified mail, return receipt requested, or by some other method of transmittal for which a return receipt is obtained, and to send a copy of that notice to County. Contractor shall not conduct any Work involving asbestos- containing materials or PCBs unless Contractor has first confirmed that the appropriate agency having jurisdiction is in receipt of the required notification. All permits, licenses, and bonds that are required by governmental or quasi-governmental authorities, and all fees, deposits, tap fees, offsite easements, and asbestos and PCB disposal facilities expenses necessary for the prosecution of the Work, shall be procured and paid for by Contractor. Contractor shall give all notices and comply with all applicable laws bearing on the conduct of the Work as drawn and specified. If Contractor observes or reasonably should have observed that Plans and Specifications and other Contract Documents are at variance therewith, it shall be responsible for promptly notifying County in writing, including by e-mail, of such fact. If Contractor performs any Work contrary to applicable laws, it shall bear all costs arising therefrom.

7.2. In the case of any permits or notices held in County's name or of necessity to be made in County's name, County shall cooperate with Contractor in securing the permit or giving the notice, but the Contractor shall prepare for County review and execution upon approval, all necessary applications, notices, and other materials.

8. Indemnification

8.1. To the extent permitted by law, the indemnities and limitations of liability expressed throughout the Contract Documents apply with equal force and effect to any claims or liabilities imposed or existing by virtue of the removal, abatement, and disposal of hazardous waste. This includes, but is not limited to, liabilities connected to the selection and use of a waste disposal facility, personal injury, property damage, loss of use of property, damage to the environment or natural resources, or "disposal" and "release" of materials associated with the Work (as defined in 42 U.S.C. § 960l et seq.).

9. Termination

9.1. County shall have an absolute right to terminate for default immediately without notice and without an opportunity to cure should Contractor knowingly or recklessly commit a material breach of the terms of the Contract Documents, or any applicable law, on any matter involving the exposure of persons or property to hazardous waste. However, if the breach of contract exposing persons or property to hazardous waste is due solely to an ordinary, unintentional, and non-reckless failure to exercise reasonable care, then the procedures for termination for cause shall apply without modification.

END OF DOCUMENT

DOCUMENT 01 11 00

SUMMARY OF WORK

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents must be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions
B. Special Conditions
C. Construction Waste Management

1.02 SUMMARY OF WORK COVERED BY CONTRACT DOCUMENTS

Project scope includes but not limited to the following:

INTERIOR RECONSTRUCTION OF THE HISTORIC LORENZO THEATER FOLLOWING MAJOR FIRE DAMAGE, INCLUDING RECONSTRUCTION OF THE FOLLOWING ELEMENTS TO COMPLY WITH CURRENT BUILDING CODES FOR FUTURE TENANT IMPROVEMENT:
· RECONSTRUCTED BALCONY WITH MULTIPLE FLAT FLOOR TIERS AND ELEVATOR ACCESS TO THE TOP LEVEL
· MAIN FLOOR WITH MULTIPLE FLAT FLOOR LEVELS ACCESSIBLE BY RAMPS; LIFT ACCESS FROM LOBBY TO CROSS AISLE AND LOGE SEATING
· RECONSTRUCTED PLATFORM WITH LIFT ACCESS
· INTERIOR PLASTER CEILING TO MATCH HISTORIC AND REPAIRS TO PLASTER WALLS
· FULL MECHANICAL, ELECTRICAL, PLUMBING AND FIRE PROTECTION SYSTEMS

OTHER SCOPE AS SHOWN ON THE PROJECT PLANS AND SPECIFICATIONS PREPARED BY ARG DATED 1/31/2024 AND ADDENDA INCLUDING RESTORATION OF THE EXTERIOR THEATER MARQUEE AND TOWER ELECTRICAL AND NEON SYSTEMS, TICKET BOOTH, AND POSTER CASES.

1.03 CONTRACTS

A. Perform the Work under a single Contract.

B. Any item in Contractor's proposal may be deleted in total or in part prior to or after award of Contract without compensation in any form or adjustment of other proposal items or prices.

1.04 WORK BY OTHERS

A. Work on the Project that will be performed and completed prior to the start of the Work of this Contract:

(1) None.

B. Work on the Project that will be performed by others concurrent with the Work of this Contract:

(1) None.

1.05 CODES, REGULATIONS, AND STANDARDS

A. The codes, regulations, and standards adopted by the state and federal agencies having jurisdiction shall govern minimum requirements for this project. Where codes, regulations, and standards conflict with the Contract Documents, these conflicts shall be brought to the immediate attention of the County and the Architect.

B. Codes, regulations, and standards shall be as published effective as of the date of Contractor's final proposal (June 4, 2024), unless otherwise specified or indicated.

1.06 PROJECT RECORD DOCUMENTS:

A. Contractor shall maintain on Site one set of the following record documents; Contractor shall record actual revisions to the Work:

(1) Contract Drawings.

(2) Specifications.

(3) Addenda.

(4) Change Orders and other modifications to the Contract.

(5) Reviewed shop drawings, product data, and samples.

(6) Field test records.

(7) Inspection certificates.

(8) Manufacturer's certificates.

B. Contractor shall store Record Documents separate from documents used for construction. Provide files, racks, and secure storage for Record Documents and samples.

C. Contractor shall record information concurrent with construction progress.

D. Specifications: Contractor shall legibly mark and record at each product section of the Specifications the description of the actual product(s) installed, including the following:

(1) Manufacturer's name and product model and number.

(2) Product substitutions or alternates utilized.

(3) Changes made by Addenda and Change Orders and written directives.

1.07 EXAMINATION OF EXISTING CONDITIONS

A. The Contractor shall be held to have examined the Project Site and acquainted itself with the conditions of the Site or of the streets or roads approaching the Site.

B. Prior to commencement of Work, Contractor shall survey the Site and existing buildings and improvements to observe existing damage and defects such as cracks, sags, broken, missing or damaged glazing, other building elements and Site improvements, and other damage.

C. Should Contractor observe cracks, sags, and other damage to and defects of the Site and adjacent buildings, paving, and other items not indicated in the Contract Documents, Contractor shall immediately report same to the County and the Architect.

1.08 CONTRACTOR'S USE OF PREMISES

A. If unoccupied and only with County's prior written approval, Contractor may use the building(s) at the Project Site without limitation for its operations, storage, and office facilities for the performance of the Work. If the County chooses to beneficially occupy any building(s), Contractor must obtain the County's written approval for Contractor's use of spaces and types of operations to be performed within the building(s) while so occupied. Contractor's access to the building(s) shall be limited to the areas indicated.

B. If the space at the Project Site is not sufficient for Contractor's operations, storage, office facilities and/or parking, Contractor shall arrange and pay for any additional facilities needed by Contractor.

C. Contractor shall not interfere with use of or access to occupied portions of the building(s) or adjacent property.

D. Contractor shall maintain corridors, stairs, halls, and other exit-ways of the building clear and free of debris and obstructions at all times.

E. No one other than those directly involved in the demolition and construction, or specifically designated by the County or the Architect shall be permitted in the areas of work during demolition and construction activities.

1.09 PROTECTION OF EXISTING STRUCTURES AND UTILITIES

A. The Drawings show above-grade and below-grade structures, utility lines, and other installations that are known or believed to exist in the area of the Work. Contractor shall locate these existing installations before proceeding with excavation and other operations that could damage existing installations. Contractor shall be responsible for imaging the areas in which the Contractor intends to perform cutting, coring work, and/or drilling prior to the determination of locations for this portion of the Work. Contractor shall coordinate with the locations of the surface penetrations before proceeding with the cutting, coring and/or drilling, and other operations that could damage utilities; maintain them in service, where appropriate; and repair damage to them caused by the performance of the Work. Should damage occur to these existing installations, the costs of repair shall be at the Contractor's expense and made to the County's satisfaction.

B. Contractor shall be alert to the possibility of the existence of additional structures and utilities. If Contractor encounters additional structures and utilities, Contractor will immediately report to the County for disposition of same as indicated in the General Conditions.

C. Contract shall employ utility locating services to locate any underground utilities within the limits of work prior to the start of any excavating, cutting, coring, and/or drilling work. Contractor shall subsequently be responsible for repairs of any located underground utilities damaged by construction activities.

1.10 UTILITY SHUTDOWNS AND INTERRUPTIONS

A. Contractor shall give the County a minimum of one (1) day written notice in advance of any need to shut off existing utility services.

1.11 STRUCTURAL INTEGRITY

A. Contractor shall be responsible for and supervise each operation and work that could affect structural integrity of various building elements, both permanent and temporary.

B. Contractor shall include structural connections and fastenings as indicated or required for complete performance of the Work.

1.12 WORK SEQUENCE

A. Contractor shall be responsible for compliance with all requirements outlined in the hazardous materials sections of the Contract Documents.

1.13 PHASING SCHEDULE*

*Precise sequence, start and complete dates of the milestones are subject to change and will be refined at the Preconstruction Meeting.

A. The "Start" dates included in the phasing schedule indicate the date that work is to begin on the identified milestone scope of work.

B. The "Complete" dates included in the phasing schedule indicates that the following must be complete:

(1) The entire scope of work for the milestone work must be complete, including all final termination and operation of all building systems.

(2) All punch list work must be complete.

(3) Maintenance and Operations Manuals must be submitted to the County.

(4) All required testing must be complete.

(5) All training must be complete.

(6) Approvals from all Authorities having Jurisdiction (AHJ) must be complete.

C. Record Documents for the scope of work of each Milestone included in the Phasing Schedule must be submitted within one week after completion of the Milestone. AutoCAD files to be provided at Final Contract Completion.

D. Notice to proceed date is the anticipated date of issuance of the Notice to Proceed. If the Notice to Proceed is issued after the date indicated in the Phasing schedule, the start and completion dates of Milestone 01 will be adjusted by the number of days that the Notice to Proceed is delayed. If the Notice to Proceed is issued within 90 days of the anticipated date, noted above, the time to completion will be adjusted accordingly, but NO additional compensation will be considered.

PART 2 – PRODUCTS Not Used.

PART 3 – EXECUTION Not Used.

END OF DOCUMENT

DOCUMENT 01 22 00

UNIT PRICES AND ALTERNATES

PART I – ALTERNATES

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions

B. Special Conditions

1.02 DESCRIPTION

The items of work indicated below propose modifications to, substitutions for, additions to and/or deletions from the various parts of the Work specified in other Sections of the Specifications. The acceptance or rejection of any of the alternates is strictly at the option of the County subject to County's acceptance of Contractor's stated prices contained in this Proposal.

1.03 GENERAL

Where an item is omitted, or scope of Work is decreased, all Work pertaining to the item whether specifically stated or not, shall be omitted and where an item is added or modified or where scope of Work is increased, all Work pertaining to that required to render same ready for use on the Project in accordance with the intention of the Drawings and Specifications shall be included in an agreed upon price amount.

1.04 BASE BID

The Base Bid includes all work required to construct the Project completely and in accordance with the Contract Documents.

1.05 ALTERNATES

A. NOT APPLICABLE

PART 2 - UNIT PRICING

2.01 GENERAL

Contractor shall completely state all required figures based on Unit Prices listed below. Where scope of Work is decreased, all Work pertaining to the item, whether specifically

stated or not, shall be omitted and where scope of Work is increased, all work pertaining to that item required to render same ready for use on the Project in accordance with intention of Drawings and Specifications shall be included in an agreed upon price amount.

2.02 UNIT PRICES

Furnish unit prices for each of the named items on a square foot, lineal foot, or per each basis, as applies. Unit prices shall include all labor, materials, services, profit, overhead, insurance, bonds, taxes, and all other incidental costs of Contractor, subcontractors, and supplier(s).

A. Contractor staff and labor rates

END OF DOCUMENT

DOCUMENT 01 30 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Contractor's Submittals and Schedules, Drawings and Specifications;

B. Special Condition.

1.02 SECTION INCLUDES:

A. Definitions:

(1) Shop Drawings and Product Data are as indicated in the General Conditions and include, but are not limited to, fabrication, erection, layout and setting drawings, formwork and falsework drawings, manufacturers' standard drawings, descriptive literature, catalogues, brochures, performance and test data, wiring and control diagrams. In addition, there are other drawings and descriptive data pertaining to materials, equipment, piping, duct and conduit systems, and methods of construction as may be required to show that the materials, equipment or systems and all positions conform to the requirement of the Contract Documents, including, without limitation, the Drawings.

(2) "Manufactured" applies to standard units usually mass-produced; "fabricated" means specifically assembled or made out of selected materials to meet design requirements. Shop Drawings shall establish the actual detail of manufactured or fabricated items, indicate proper relation to adjoining work and amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure.

(3) Manufacturer's Instructions: Where any item of Work is required by the Contract Documents to be furnished, installed, or performed, at a minimum, in accordance with a specified product manufacturer's instructions, the Contractor shall procure and distribute copies of these to the County, the Architect, and all other concerned parties and shall furnish, install, or perform the work, at a minimum, in accordance with those instructions.

B. Samples, Shop Drawings, Product Data, and other items as specified, in accordance with the following requirements:

(1) Contractor shall submit all Shop Drawings, Product Data, and Samples to the County, the Architect, and the Construction Manager.

(2) Contractor shall comply with all time frames herein and in the General Conditions and, in any case, shall submit required information in sufficient time to permit proper consideration and action before ordering any materials or items represented by such Shop Drawings, Product Data, and/or Samples.

(3) Contractor shall comply with all time frames herein and in the General Conditions and, in any case, shall allow sufficient time so that no delay occurs due to required lead time in ordering or delivery of any item to the Site. Contractor shall be responsible for any delay in progress of Work due to its failure to observe these requirements.

(4) Time for completion of Work shall not be extended on account of Contractor's failure to promptly submit Shop Drawings, Product Data, and/or Samples.

(5) Reference numbers on Shop Drawings shall have Architectural and/or Engineering Contract Drawings reference numbers for details, sections, and "cuts" shown on Shop Drawings. These reference numbers shall be in addition to any numbering system that Contractor chooses to use or has adopted as standard.

(6) When the magnitude or complexity of submittal material prevents a complete review within the stated time frame, Contractor shall make this submittal in increments to avoid extended delays.

(7) Contractor shall certify on submittals for review that submittals conform to Contract requirements. In event of any variance, Contractor shall specifically state in transmittal and on Shop Drawings, portions vary and require approval of a substitute. Also certify that Contractor-furnished equipment can be installed in allocated space.

(8) Unless specified otherwise, sampling, preparation of samples, and tests shall be in accordance with the latest standard of the American Society for Testing and Materials.

(9) Upon demand by Architect or County, Contractor shall submit samples of materials and/or articles for tests or examinations and consideration before Contractor incorporates same in Work. Contractor shall be solely responsible for delays due to sample(s) not being submitted in time to

allow for tests. Acceptance or rejection will be expressed in writing. Work shall be equal to approved samples in every respect. Samples that are of value after testing will remain the property of Contractor.

C. Submittal Schedule:

(1) Contractor shall prepare its proposed submittal schedule that is coordinated with its proposed construction schedule and submit both to the County within ten (10) days after the date of the Notice to Proceed. Contractor's proposed schedules shall become the Project Construction Schedule and the Project Submittal Schedule after each is approved by the County. Contractor's Submittal Schedule shall include the following information: Date of Order, Date of Shop Drawing Submission, Date of Product Technical Information Submittal, Duration of Material lead time, Duration of fabrication, if any, Date of delivery of materials and / or equipment to the Site for incorporation into the Work without adversely impacting the overall schedule.

(2) Contractor is responsible for all lost time should the initial submittal be rejected, marked "revise and resubmit", or other response that requires submission by the Contractor.

(3) All Submittals shall be forwarded to the County by the date indicated on the approved Submittal Schedule, unless an earlier date is necessary to maintain the Construction Schedule, in which case those Submittals shall be forwarded to the County so as not to delay the Construction Schedule.

1.03 SHOP DRAWINGS:

A. Contractor shall submit an electronic copy in PDF form. The County will review and return the PDF file with comments to Contractor.

B. Before commencing installation of any Work, the Contractor shall submit and receive approval of all drawings, descriptive data, and material list(s) as required to accomplish Work.

C. Review of Shop Drawings is regarded as a service to assist Contractor and in all cases original Contract Documents shall take precedence as outlined under General Conditions.

D. No claim for extra time or payment shall be based on work shown on Shop Drawings unless the claim is (1) noted on Contractor's transmittal letter accompanying Shop Drawings and (2) Contractor has complied with all applicable provisions of the General Conditions, including, without limitation, provisions regarding changes and payment, and all required written approvals.

E. County shall not review Shop Drawings for quantities of materials or number of items supplied.

F. County's and/or Architect's review of Shop Drawings will be general. County and/or Architect review does not relieve Contractor of responsibility for accuracy, proper fitting, construction of Work, furnishing of materials, or Work required by Contract Documents and not indicated on Shop Drawings. Shop Drawings reviewed by County and/or Architect is not to be construed as approving departures from Contract Documents.

G. Review of Shop Drawings and Schedules does not relieve Contractor from responsibility for any aspect of those Drawings or Schedules that is a violation of local, County, State, or Federal laws, rules, ordinances, or rules and regulations of commissions, boards, or other authorities or utilities having jurisdiction.

H. Before submitting Shop Drawings for review, Contractor shall check Shop Drawings of its subcontractors for accuracy and confirm that all Work contiguous with and having bearing on other work shown on Shop Drawings is accurately drawn and in conformance with Contract Documents.

I. Submitted drawings and details must bear stamp of approval of Contractor:

(1) Stamp and signature shall clearly certify that Contractor has checked Shop Drawings for compliance with Drawings.

(2) If Contractor submits a Shop Drawing without an executed stamp of approval, or whenever it is evident (despite stamp) that Drawings have not been checked, the County and/or Architect will not consider them and will return them to the Contractor for revision and resubmission. In that event, it will be deemed that Contractor has not complied with this provision and Contractor shall bear risk of all delays to same extent as if it had not submitted any Shop Drawings or details.

J. Submission of Shop Drawings (in either original submission or when resubmitted with correction) constitutes evidence that Contractor has checked all information thereon and that it accepts and is willing to perform Work as shown.

K. Contractor shall pay for cost of any changes in construction due to improper checking and coordination. Contractor shall be responsible for all additional costs, including coordination. Contractor shall be responsible for costs incurred by itself, the County, the Architect, the Construction Manager, any other Subcontractor or contractor, etc., due to improperly checked and/or coordination of submittals.

L. Shop Drawings must clearly delineate the following information:

(1) Project name and address.

(2) Architect's name and project number.

(3) Shop Drawing title, number, date, and scale.

(4) Names of Contractor, Subcontractor(s) and fabricator.

(5) Working and erection dimensions.

(6) Arrangements and sectional views.

(7) Necessary details, including complete information for making connections with other Work.

(8) Kinds of materials and finishes.

(9) Descriptive names of materials and equipment, classified item numbers, and locations at which materials or equipment are to be installed in the Work. Contractor shall use same reference identification(s) as shown on Contract Drawings.

M. Contractor shall prepare composite drawings and installation layouts when required to solve tight field conditions.

(1) Shop Drawings shall consist of dimensioned plans and elevations and must give complete information, particularly as to size and location of sleeves, inserts, attachments, openings, conduits, ducts, boxes, structural interferences, etc.

(2) Contractor shall coordinate these composite Shop Drawings and installation layouts in the field between itself and its Subcontractor(s) for proper relationship to the Work, the work of other trades, and the field conditions. The Contractor shall check and approve the submittal(s) before submission for final review.

1.04 PRODUCT DATA OR NON-REPRODUCIBLE SUBMITTALS:

A. Contractor shall submit manufacturer's printed literature in original form, electronic PDF file. Any fading type of reproduction will not be accepted. County shall return one (1) copy to the Contractor, who shall reproduce whatever additional copies it requires for distribution.

B. Contractor shall submit a complete list of all major items of mechanical, plumbing, and electrical equipment and materials in accordance with the approved Submittal Schedule, except as required earlier to comply with the

approved Construction Schedule. Other items specified are to be submitted prior to commencing Work. Contractor shall submit items of like kind at one time in a neat and orderly manner. Partial lists will not be acceptable.

C. Submittals shall include manufacturer's specifications, physical dimensions, and ratings of all equipment. Contractor shall furnish performance curves for all pumps and fans. Where printed literature describes items in addition to that item being submitted, submitted item shall be clearly marked on sheet and superfluous information shall be crossed out. If highlighting is used, Contractor shall mark all copies.

D. Equipment submittals shall be complete and include space requirements, weight, electrical and mechanical requirements, performance data, and supplemental information that may be requested.

1.05 SAMPLES:

A. Contractor shall submit for approval Samples as required and within the time frame in the Contract Documents. Materials such as concrete, mortar, etc., which require on-site testing will be obtained from Project Site.

B. Contractor shall submit six (6) samples except where greater or lesser number is specifically required by Contract Documents including, without limitation, the Specifications.

(1) Samples must be of sufficient size and quality to clearly illustrate functional characteristics, with integrally related parts and attachment devices.

(2) Samples must show full range of texture, color, and pattern.

C. Contractor shall make all Submittals, unless it has authorized Subcontractor(s) to submit and Contractor has notified the County in writing to this effect.

D. Samples to be shipped prepaid or hand-delivered to the County.

E. Contractor shall mark samples to show name of Project, name of Contractor submitting, Contract number and segment of Work where representative Sample will be used, all applicable Specifications Sections and documents, Contract Drawing Number and detail, and ASTM or FS reference, if applicable.

F. Contractor shall not deliver any material to Site prior to receipt of County's and/or Architect's completed written review and approval. Contractor shall furnish materials equal in every respect to approved Samples and execute Work in conformance therewith.

G. County's and/or Architect's review, acceptance, and/or approval of Sample(s) will not preclude rejections of any material upon discovery of defects in same prior to final acceptance of completed Work.

H. After a material has been approved, no change in brand or make will be permitted.

I. Contractor shall prepare its Submittal Schedule and submit Samples of materials requiring laboratory tests to specified laboratory for testing not less than ninety (90) days before such materials are required to be used in Work.

J. Samples which are rejected must be resubmitted promptly after notification of rejection and be marked "Resubmitted Sample" in addition to other information required.

K. Field Samples and Mock-Ups are to be removed by Contractor at County's direction:

(1) Size: As Specified.

(2) Furnish catalog numbers and similar data, as requested.

1.06 REVIEW AND RESUBMISSION REQUIREMENTS:

A. The County will arrange for review of Sample(s), Shop Drawing(s), Product Data, and other submittal(s) by appropriate reviewer and return to Contractor as provided below within twenty-one (21) days after receipt or within twenty one (21) days after receipt of all related information necessary for such review, whichever is later.

B. One (1) copy of product or materials data will be returned to Contractor with the review status.

C. Samples to be incorporated into the Work will be returned to Contractor, together with a written notice designating the Sample with the appropriate review status and indicating errors discovered on review, if any. Other Samples will not be returned, but the same notice will be given with respect thereto, and that notice shall be considered a return of the Sample.

D. Contractor shall revise and resubmit any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) as required by the reviewer. Such resubmittals will be reviewed and returned in the same manner as original Sample(s), Shop Drawing(s), Product Data, and other submittal(s), within fourteen (14) days after receipt thereof or within fourteen (14) days after receipt of all related information necessary for such review.

E. Contractor may proceed with any of the Work covered by Sample(s), Shop Drawing(s), Product Data, and other submittal(s) upon its return if designated as no exception taken, or revise as noted, provided the Contractor proceeds in accordance with the County's and/or the Architect's notes and comments.

F. Contractor shall not begin any of the work covered by a Sample(s), Shop Drawing(s), Product Data, and other submittal(s), designated as revise and resubmit or rejected, until a revision or correction thereof has been reviewed and returned to Contractor.

G. Sample(s), Shop Drawing(s), Product Data, and other submittal(s) designated as revise and resubmit or rejected and requiring resubmittal, shall be revised or corrected and resubmitted to the County no later than fourteen (14) days or a shorter period as required to comply with the approved Construction Schedule, after its return to Contractor.

H. Neither the review nor the lack of review of any Sample(s), Shop Drawing(s), Product Data, and other submittal(s) shall waive any of the requirements of the Contract Documents or relieve Contractor of any obligation thereunder.

I. County's and/or Architect's review of Shop Drawings does not relieve the Contractor of responsibility for any errors that may exist. Contractor is responsible for the dimensions and design of adequate connections and details and for satisfactory construction of all the Work.

END OF DOCUMENT

DOCUMENT 01 31 19

PROJECT MEETINGS

PART I – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions

B. Special Conditions

1.02 PRECONSTRUCTION CONFERENCE:

A. The contractor shall schedule and attend a conference at the Project Site prior to the start of construction for the purpose of determining Contractor's access to, and use of the site, verifying utilities, reviewing construction administrative procedures, and such other items as may be pertinent to the start of construction.

B. The Preconstruction Conference shall address items including, but not limited to:

(1) Method of Procedures (MOP) – Exhibit A

(2) Job Hazard Analysis (JHA) – (included as part of Exhibit A above)

(3) Contractor Tool Inventory – Exhibit B

(4) PSCBA compliance – Davillier Sloan, Inc. presentation

(5) ELATION application verification and training

i. Subcontractor responsibilities

(6) Logistics Plan/Site Access Procedures

i. Site Logistics and Security Plan as required by the General Conditions - Stipulated Sum, Document 00 72 13, paragraph 10.1.9.

(7) Injury and Illness Prevention Program (IIPP) and Safety Plan

(8) Current Covid Protocols per the County's Health Care Services Agency

(9) Web Based Project Management Software Procore

1.03 PROGRESS MEETINGS:

A. Contractor shall schedule and hold regular weekly progress meetings after a minimum of one week's prior written notice of the meeting date and time to all Invitees as indicated below.

B. Location: Contractor's field office and/or Virtual

C. The Contractor shall notify and invite the following entities ("Invitees"):

(1) County Representative(s).

(2) Contractor.

(3) Contractor's Project Manager.

(4) Contractor's Superintendent.

(5) Subcontractors/suppliers, as appropriate to the agenda of the meeting.

(6) Inspector of record, if any.

(7) Construction Manager, if any.

(8) Project Manager.

(9) Architect.

(10) Engineer(s), if any and as appropriate to the agenda of the meeting.

(11) Others, as appropriate to the agenda of the meeting.

D. The County's, the Architect's, and/or an engineer's Consultants will attend at their discretion, in response to the agenda.

E. The Contractor shall take and distribute meeting notes to attendees and other concerned parties. If exceptions are taken to anything in the meeting notes, those exceptions shall be stated in writing to the Contractor within five (5) working days following Contractor's distribution of the meeting notes.

1.04 PRE-INSTALLATION/PERFORMANCE MEETING:

A. Contractor shall schedule a meeting prior to the start of each of the following portions of the Work: cutting and patching of plaster and roofing, and other weather-exposed and moisture-resistant products. Contractor shall invite all Invitees to this meeting, and others whose work may affect or be affected by the quality of the cutting and patching work.

B. Contractor shall review in detail prior to this meeting, the manufacturer's requirements and specifications, applicable portions of the Contract Documents, Shop Drawings, and other submittals, and other related work. At this meeting,

invitees shall review and resolve conflicts, incompatibilities, or inadequacies discovered or anticipated.

C. Contractor shall review in detail Project conditions, schedule, requirements for performance, application, installation, and quality of completed Work, and protection of adjacent Work and property.

D. Contractor shall review in detail means of protecting the completed Work during the remainder of the construction period.

1.05 SPECIAL MEETINGS:

Special meetings may be requested by the County. Contractor, subcontractors, material suppliers and any other members of the project team may be required to attend.

END OF DOCUMENT

DOCUMENT 01 31 19 – Exhibit A

METHOD OF PROCEDURE (MOP) AND JOB HAZARD ANALYSIS (JHA)

Approved ☐ Revise and Resubmit ☐ Rejected ☐

Title: _____ MOP Tracking #: _____

Date of Request: Click here to enter a date. Project Number: _____

Contractor: _____ Subcontractor: _____

Date of Work: _____ to Click here to enter a date.

Start Time: _____ End Time: _____

Critical Path Schedule Item No ☐ Yes ☐

Start Date per Schedule: TBD Duration TBD.

Completion of prior MOP's required before proceeding : No ☐ Yes ☐

If Yes, which MOP/MOP's _____ MOP scheduled completion: _____.

Facility Support Req: No ☐ Yes ☐

If Yes, staff size/expertise _____ Duration _____.

Fall Protection Measures Req.: No Yes

If yes, type: OH ladder work, lift equipment, scaffolding, other

Dust Protection/Filter Protection: No ☐ Yes ☐ Security Req.: No ☐ Yes ☐

Flag person Req.: No ☐ Yes ☐

Utility Shut Down Req.: No ☐ Yes ☐

If Yes, Facility Systems Affected_____Length of shut down_____.

Utility/Systems contingency/backup plan: If req. attach written plan and sequence of operations.

Fire Watch Req.: No ☐ Yes ☐

Proper Advance Notice Provided. (72 hours minimum req.): No ☐ Yes ☐

If No Explain special circumstances

Logistics plan for protection barriers/security/safety measures/ access attached:

Access area blocked or inaccessible: _____ duration: ___.

Risk Level to Operating Facility: Low ☐ Medium ☐ High ☐

Deliveries Req.: No ☐ Yes ☐

If yes, size of truck: _____ Frequency of deliveries: _____.

Contract Work: No ☐ Yes ☐

C.O. Work: No ☐ Yes ☐ If Yes, C.O. #_____.

Description of Work: Detail work durations for specific steps/scope of work.

On-Site Contact- Contractor should contact the project PM, and the PM should then contact the engineer if needed.

Traffic Control. – None

Hazards:

Observation:

Area affected:

Inspections

Overtime inspection costs associated with the scope of work outlined above shall be borne by:

County/CDA ☐ Contractor ☐ No *Overtime* Inspection Required ☐

Safety Measures

ICRA Permit Required: Yes ☐ Not Required ☐ If NO (IC initial and date)_____.

Hot Work Permit Required: Yes ☐ Not Required ☐

Special Safety Req. Yes ☐ Not Required ☐ If YES Explain: _____.

Submitted By:

Contractor Manager/Superintendent:	Date:	Cell Phone #

Submitted By:

Contractor Safety Manager:	Date:	Cell Phone #
Recommended By:		Approved By:
IOR: N/A	Date:	Cell Phone #
Construction Manager: N/A	Date:	Cell Phone #
Approved By:		
Facility Manager of Engineering:	Date:	Cell Phone #
CDPH BLUE SHEET NOTIFICATION Yes ☐ Not Required ☐	Date Sent:	
If Marked Yes Please Sign Below: Facility:		
County of Alameda, CDA:	Date:	Cell Phone #

*By signing above, signatory warrants and represents that he/she executed this MOP in his/her authorized capacity and that by his/her signature on this MOP, he/she or the entity upon behalf of which he/she acted, executed this MOD

JOB HAZARD ANALYSIS #: _____

Description of Task(s):
Workers Involved in the Task(s):
Equipment required to perform the Task(s):
Verification that Workers involved have been trained in the required equipment:
Time Duration of the Task(s):

Required Personal Protective Equipment (please check):
o Head o Hearing o Breathing o Eye o Hand o Foot o Knee o Full Body o Other: _____ o Other: _____ o Other: _____
Verification that workers have been trained in the proper use of required PPE:
Specific Hazard(s) Involved/Potential Hazard(s):
Verification that Worker(s) involved understand the potential hazards and their triggers:
Applicable Safe Work Practice:

Special Precautions:

END OF EXHIBIT A

DOCUMENT 01 41 00

REGULATORY REQUIREMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Obtaining of Permits and Licenses and work to comply with all applicable regulations;

B. Special Conditions;

C. Quality Control.

1.02 DESCRIPTION:

A. This section covers the general requirements for regulatory requirements pertaining to the Work and is supplementary to all other regulatory requirements mentioned or referenced elsewhere in the Contract Documents.

1.03 REQUIREMENTS OF REGULATORY AGENCIES:

A. All statutes, ordinances, laws, rules, codes, regulations, standards, and the lawful orders of all public authorities having jurisdiction of the Work, are hereby incorporated into these Contract Documents as if repeated in full herein and are intended to be included in any reference to Code or Building Code, unless otherwise specified, including, without limitation, the references in the list below. Contractor shall make available at the Site copies of all the listed documents applicable to the Work as the County and/or Architect may request, including, without limitation, applicable portions of the California Code of Regulations ("CCR").

B. Items of deferred approval shall be clearly marked on the first sheet of the Architect's and/or Engineer's approved Drawings.

(1) Building Standards Administrative Code, Part 1, Title 24, CCR

(2) California Building Code (CBC), Part 2, Title 24, CCR; (Uniform Building code volumes 1-3 and California Amendments).

(3) California Electrical Code (CEC), Part 3, Title 24, CCR; (National Electrical Code and California Amendments).

(4) California Mechanical Code (CMC), Part 4, Title 24, CCR; (Uniform Mechanical Code and California Amendments).

(5) California Plumbing Code (CPC), Part 5, Title 24, CCR; (Uniform Plumbing Code and California Amendments).

(6) California Fire Code (CFC), Part 9, Title 24, CCR; (Fire Plumbing Code and California Amendments).

(7) California Referenced Standards Code, Part 12, Title 24, CCR

(8) Title 19, CCR, Public Safety, State Fire Marshal Regulations.

(9) Partial List of Applicable NFPA Standards:

(a) NFPA 13 - Automatic Sprinkler System.

(b) NFPA 14 - Standpipes Systems.

(c) NFPA 17A - Wet Chemical System

(d) NFPA 24 - Private Fire Mains.

(e) (California Amended) NFPA 72 - National Fire Alarm Codes.

(f) NFPA 253 - Critical Radiant Flux of Floor Covering System.

(g) FPA 2001 - Clean Agent Fire Extinguishing Systems.

END OF DOCUMENT

DOCUMENT 01 42 13

ABBREVIATIONS AND ACRONYMS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions including without limitation, Definitions

B. Special Conditions

1.02 DOCUMENT INCLUDES:

A. Abbreviations used throughout the Contract Documents.

B. Reference to a technical society, organization, or body is by abbreviation, as follows:

1.	AA	Aluminum Association
2.	AABC	Associated Air Balance Council
3.	AASHTO	American Association of State Highway and Transportation Officials
4.	AATCC	American Association of Textile Chemists and Colorists
5.	ACA	American Coatings Association
6.	ACI	American Concrete Institute
7.	ACPA	American Concrete Pipe Association
8.	ADC	Air Duct Council
9.	AFPA	American Forest and Paper Association
10.	AGA	American Gas Association
11.	AGC	Associated General Contractors of America
12.	AHA	American Hardboard Association
13.	AHRI	Air Conditioning and Refrigeration Institute
14.	AI	Asphalt Institute
15.	AIA	American Institute of Architects
16.	AISC	American Institute of Steel Construction
17.	AITC	American Institute of Timber Construction
18.	AISI	American Iron and Steel Institute
19.	ALI	Associated Laboratories, Inc.
20.	ALSC	American Lumber Standards Committee
21.	AMCA	Air Movement and Control Association

22.	AMPP	Association for Materials Protection and Performance
23.	ANSI	American National Standards Institute
24.	APA	American Plywood Association
25.	APA	Architectural Precast Association
26.	ARMA	Asphalt Roofing Manufacturers Association
27.	ASA	Acoustical Society of America
28.	ASCE	American Society of Civil Engineers
29.	ASHRAE	American Society of Heating, Refrigeration and Air Conditioning Engineers
30.	ASLA	American Society of Landscape Architects
31.	ASME	American Society of Mechanical Engineers
32.	ASPE	American Society of Plumbing Engineers
33.	ASQC	American Society of Quality Control
34.	ASSE	American Society of Sanitary Engineering
35.	ASTM	American Society of Testing and Materials
36.	AWCI	Association of the Wall and Ceiling
37.	AWI	Architectural Woodwork Institute
38.	AWPA	American Wood Protection Association
39.	AWS	American Welding Society
40.	AWWA	American Water Works Association
41.	BEMA	Ballastwater Equipment Manufacturers Association
42.	BHMA	Builders' Hardware Manufacturers Association
43.	BIA	Brick Industry Association
44.	CAA	California Arborists Association
45.	CAGI	California Air and Gas Institute
46.	CALTRANS	California Department of Transportation
47.	CCR	California Code of Regulations
48.	CGA	Compressed Gas Association
49.	CISCA	Ceilings & Interior Systems Construction Association
50.	CISPI	Cast Iron Soil Pipe Institute
51.	CLFMI	Chain Link Fence Manufacturers Institute
52.	CMACN	Concrete Masonry Association of California and Nevada
53.	CPSC	Consumer Product Safety Commission
54.	CRA	California Redwood Association
55.	CRI	Carpet and Rug Institute
56.	CRSI	Concrete Reinforcing Steel Institute
57.	CS	Commercial Standards
58.	CSI	Construction Specifications Institute
59.	CTI	Cooling Tower Institute
60.	CTIOA	Ceramic Tile Institute of America
61.	CPA	Composite Panel Association
62.	DHA	Decorative Hardwoods Association

63.	DHI	Door and Hardware Institute
64.	DIPRA	Ductile Iron Pipe Research Association
65.	DOC	Department of Commerce
66.	DOT	Department of Transportation
67.	EJMA	Expansion Joint Manufacturers Association
68.	EPA	Environmental Protection Agency
69.	FCICA	Floor Covering Installation Contractors
70.	FGIA	Fenestration and Glazing Industry Alliance
71.	FGMA	Flat Glass Manufacturer's Association
72.	FM	Factory Mutual Global
73.	FS	Federal Specifications Unit
74.	GA	Gypsum Association
75.	HMA	Hardwood Manufacturers Association
76.	ICC	International Code Council
77.	IAPMO	International Association of Plumbing and Mechanical Officials
78.	IEEE	Institute of Electrical and Electronic Engineers
79.	IES	Illuminating Engineering Society
80.	ITS	Intertek Testing Services
81.	MCAA	Mechanical Contractors Association of America
82.	MS	Military Specifications
83.	MSS	Manufacturers Standardization Society for the Valve and Fittings Industry
84.	NAAMM	National Association of Architectural Metal Manufacturers
85.	NAIMA	North American Insulation Manufacturers Association
86.	NALP	National Association of Landscape Professionals
87.	NAPA	National Asphalt Pavement Association
88.	NCMA	National Concrete Masonry Association
89.	NCSEA	National Council of Structural Engineers Association
90.	NCSPA	National Corrugated Steel Pipe Association
91.	NEBB	National Environmental Balancing Bureau
92.	NEC	National Electrical Code
93.	NECA	National Electrical Contractors Association
94.	NEII	National Elevator Industry
95.	NEMA	National Electrical Manufacturers' Association
96.	NFPA	National Fire Protection Association
97.	NGA	National Glass Association
98.	NHLA	National Hardwood Lumber Association
99.	NIA	National Insulation Association
100.	NIST	National Institute of Standards and Technology
101.	NRCA	National Roofing Contractors Association
102.	NRCMA	National Ready Mixed Concrete Association
103.	NSF	National Sanitation Foundation

104.	NSI	Natural Stone Institute
105.	NTMA	National Terrazzo and Mosaic Association
106.	OSHA	Occupational Safety and Health Administration
107.	OSH Act	Occupational Safety and Health Act
108.	PCA	Painting and Decorating Contractors of America
109.	PCA	Portland Cement Association
110.	PDI	Plumbing and Drainage Institute
111.	PEI	Porcelain Enamel Institute
112.	PG&E	Pacific Gas and Electric Company
113.	PLASTICS	Plastics Industry Association
114.	PLIB	Pacific Lumber Inspection Bureau
115.	PPI	Plastic Pipe Institute
116.	PS	Product Standards
117.	RFCI	Resilient Floor Covering Institute
118.	RIS	Redwood Inspection Service
119.	SDI	Steel Deck Institute
120.	SDI	Steel Door Institute
121.	SJI	Steel Joist Institute
122.	SMA	Stucco Manufacturers Association
123.	SMACNA	Sheet Metal and Airconditioning Contractors
124.	TCA	Tile Council of America
125.	TPI	Truss Plate Institute
126.	TPI	Turfgrass Producers International
127.	UBC	Uniform Building Code
128.	UL	Underwriters Laboratories, Inc.
129.	UMC	Uniform Mechanical Code
130.	UNI	Uni-Bell PVC Pipe Association
131.	USDA	United States Department of Agriculture
132.	USG	United States Gypsum Corporation
133.	WA	Wallcoverings Association
134.	WCB	Wall and Ceiling Bureau
135.	WCLBMA	West Coast Lumber & Building Material Association
136.	WCMA	Window Covering Manufacturers Association
137.	WDMA	Window and Door Manufacturers Association
138.	WIC	Woodwork Institute of California
139.	WMMPA	Wood Moulding & Millwork Producers Association
140.	WRI	Wire Reinforcement Institute
141.	WWPA	Western Wood Products Association

END OF DOCUMENT

DOCUMENT 01 42 16

DEFINITIONS AND REFERENCE STANDARDS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISION:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions including without limitation, Definitions;

B. Special Conditions.

1.02 QUALITY ASSURANCE:

A. For products or workmanship specified by association, trade, or Federal Standards, Contractor shall comply with requirements of the standard, except when more rigid requirements are specified in the Contract Documents or are required by applicable codes.

B. Contractor shall conform to current reference standard publication date in effect on the date of bid opening.

C. Contractor shall obtain copies of standards unless specifically required not to by the Contract Documents.

D. Contractor shall maintain a copy of all standards at jobsite during submittals, planning, and progress of the specific Work, until final completion, unless specifically required not to by the Contract Documents.

E. Should specified reference standards conflict with Contract Documents, Contractor shall request clarification from the County and/or the Architect before proceeding.

F. The contractual relationship of the parties to the Contract shall not be altered from the contractual relationship as indicated in the Contract Documents by mention or inference otherwise in any referenced document.

G. Governing Codes shall be as shown in the Contract Documents including, without limitation, the Specifications.

1.03 SCHEDULE OF REFERENCES:

The following information is intended only for the general assistance of the Contractor, and the County does not represent that the information is current. It is the Contractor's responsibility to verify the correct information for each of the entities listed.

AA	Aluminum Association 1400 Crystal Drive Suite 430 Arlington, VA 22202 www.aluminum.org	703/358-2960
AABC	Associated Air Balance Council 1015 18th St. NW, Suite 603 Washington, DC 20036 https://www.aabc.com/	202/737-0202
AAMA (FGIA)	American Architectural Manufacturers Association 1900 E. Golf Road, Suite 1250 Schaumburg, IL 60173-4268 https://fgiaonline.org/	847/303-5664
AASHTO	American Association of State Highway and Transportation Officials 555 12th Street NW, Suite 1000 Washington, DC 20004 https://www.transportation.org/	202/624-5800
AATCC	American Association of Textile Chemists and Colorists P.O. Box 12215 One Davis Drive Research Triangle Park, NC 27709-2215 www.aatcc.org	919/549-8141
ACA	American Coatings Association 901 New York Avenue, NW Washington, DC 20001 https://www.paint.org/	202/462-6272
ACI	American Concrete Institute 38800 Country Club Drive Farmington Hills, MI 48333-9094 www.aci-int.org	248/848-3800
ACPA	American Concrete Pipe Association 5605 N. MacArthur Blvd, Suite 340 Irving, TX 75038 www.concrete-pipe.org	972/506-7216

ADC	Air Diffusion Council 1901 N. Roselle Road, Suite 800 Schaumburg, IL 60195 www.flexibleduct.org	847/706-6750
AFPA	American Forest and Paper Association 1101 K Street, NW, Suite 700 Washington, DC 20005 https://www.afandpa.org/	202/463-2700
AGA	American Gas Association 400 North Capitol Street, NW, Suite 450 Washington, DC 20001 www.aga.com	202/824-7000
AHA	American Hardboard Association 1210 W. Northwest Hwy Palatine, IL 60067-1897 http://domensino.com/AHA/	847/934-8800
AHRI	Air Conditioning and Refrigeration Institute 2311 Wilson Blvd, Suite 400 Arlington, VA 22201 https://www.ahrinet.org/	703/524-8800
AI	Asphalt Institute 2696 Research Park Drive Lexington, KY 40511-8480 www.asphaltinstitute.org	859/ 288-4960
AIA	The American Institute of Architects 1735 New York Avenue, NW Washington, DC 20006-5292 www.aia.org	800/242-3837
AISC	American Institute of Steel Construction 130 East Randolph Street, Suite 2000 Chicago, IL 60601-2001 https://www.aisc.org/	312/670-2400
AITC	American Institute of Timber Construction 7012 S. Revere Pkwy., Suite 140 Englewood, CO 80112 www.aitc-glulam.org	253/835-3344

ALI	Associated Laboratories, Inc. P.O. Box 152837 Dallas, TX 75315 https://assoc-labs.com/	214/565-0593
ALSC	American Lumber Standards Committee 7470 New Technology Way, Suite F Frederick, MD 21703 https://www.alsc.org/	301/972-1700
AMCA	Air Movement and Control Association International, Inc. 30 W. University Drive Arlington Heights, IL 60004-1893 www.amca.org	847/394-0150
AMPP	Association for Materials Protection and Performance 15835 Park Ten Place Houston, TX 77084 https://www.ampp.org/home	800/797-6223
ANSI	American National Standards Institute 25 West 43rd Street, 4th Floor New York, NY 10036-8002 www.ansi.org	212/642-4900
APA	APA-The Engineered Wood Association 7011 S, 19th Street Tacoma, WA 98466-5333 www.apawood.org	253/565-6600
APA	Architectural Precast Association 325 John Knox Road, Suite L103 Tallahassee, FL 32303 https://www.archprecast.org/	850/205-5637
ARMA	Asphalt Roofing Manufacturers Association 2331 Rock Spring Road Forest Hill, MD 21050 https://www.asphaltroofing.org/	443/640-1075
ASA	Acoustical Society of America 1305 Walt Whitman Road, Suite 110 Melville, NY 11747-4300 https://acousticalsociety.org/	516/576-2360

ASCE	American Society of Civil Engineers- World Headquarters 1801 Alexander Bell Drive Reston, VA 20190-4400 www.asce.org	800/548-2723 703/295-6000
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers 180 Technology Parkway, NW Peachtree Corners, GA 30092 www.ashrae.org	800/527-4723
ASLA	American Society of Landscape Architects 636 Eye Street, NW Washington, DC 20001-3736 www.asla.org	202/898-2444
ASME	American Society of Mechanical Engineers Two Park Avenue New York, NY 10016-5990 www.asme.org	800/843-2763
ASPE	American Society of Plumbing Engineers 6400 Shafer Court, Suite 350 Rosemont, IL 60018-4914 https://www.aspe.org/	847/296-0002
ASQC	American Society for Quality Control 600 North Plankinton Avenue Milwaukee, WI 53203 www.asq.org	800/248-1946 414/272-8575
ASSE	American Society of Sanitary Engineering 18927 Hickory Creek Drive, Suite 220 Mokena, IL 60448 www.asse-plumbing.org	708/995-3019
ASTM	American Society for Testing and Materials 100 Barr Harbor Drive West Conshohocken, PA 19428-2959 www.astm.org	610/832-9500
AWCI	Association of the Wall and Ceiling Industries—The Byron Building 513 W Broad Street, Suite 210 Falls Church, VA 22046 www.awci.org	703/538-1600

AWPA	American Wood Protection Association P.O Box 361784 Birmingham, AL 35236-1794 https://awpa.com/	205/733-4077
AWS	American Welding Society 8669 NW 36th Street, Suite 130 Miami, FL 33166-6672 https://www.aws.org/home	800/443-9353
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235 www.awwa.org	800/926-7337 303/794-7711
BEMA	Ballastwater Equipment Manufacturers' Association 103 Oronoco Street, Suite 200 Alexandria, VA 22314 https://bwema.org/	
BHMA	Builders' Hardware Manufacturers Association 355 Lexington Avenue, 15th Floor New York, NY 10017-6603 https://buildershardware.com/	212/297-2122
CAA	California Arborists Association 2057 Lone Oak Avenue Napa, CA 94558 https://www.californialandcan.org/	707/224-8269
CAGI	Compressed Air and Gas Institute 1300 Summer Avenue Cleveland, OH 44115 https://www.cagi.org/	216/241-7333
CGA	Compressed Gas Association 8484 Westpark Drive, Suite 220 McLean, VA 22102 www.cganet.com	703/788-2700
CISCA	Ceilings & Interior Systems Construction Association P.O Box 293 Elmhurst, IL 60126 www.cisca.org	630/584-1919

CISPI	Cast Iron Soil Pipe Institute 2401 Fieldcrest Drive Mundelein, IL 60060 https://www.cispi.org/	224/ 864-2910
CPSC	Consumer Product Safety Commission 4330 East-West Hwy. Bethesda, MD 20814 https://www.cpsc.gov/	800/638-2772
CRA	California Redwood Association 818 Grayson Road, Suite 201 Pleasant Hill, CA 94523 http://www.calredwood.org/	925/935-1499
CRI	Carpet and Rug Institute 100 S Hamilton Street Dalton, GA 30720 https://carpet-rug.org/	706/278-3176
CRSI	Concrete Reinforcing Steel Institute 933 N. Plum Grove Road Schaumburg, IL 60173-4758 www.crsi.org	847/517-1200
CTIOA	Ceramic Tile Institute of America P.O Box 882552 Los Angeles, CA 90009 https://ctioa.org/	310/574-7800
CPA	Composite Panel Association 19465 Deerfield Avenue, Suite 306 Leesburg, VA 20176 https://www.compositepanel.org/	703/724-1128
DHA	Decorative Hardwoods Association 42777 Trade West Drive Sterling, VA 20166 https://www.decorativehardwoods.org/	703/435-2900
DHI	Door and Hardware Institute 2001 K Street, NW, 3rd Floor North Washington, DC 20006 www.dhi.org	202/367-1134

DIPRA	Ductile Iron Pipe Research Association P.O Box 190306 Birmingham, AL 35219 https://dipra.org/	205/402-8700
DOC	Department of Commerce 1401 Constitution Ave, NW Washington, DC 20230 https://www.commerce.gov/	202/482-2000
DOT	Department of Transportation **1200 New Jersey Ave, SE** **Washington, DC 20590** https://www.transportation.gov/	202/366-4000
EJMA	Expansion Joint Manufacturers Association 25 N. Broadway Tarrytown, NY 10591-3201 https://www.ejma.org/	914/332-0040
EPA	Environmental Protection Agency- Region 9 75 Hawthorne Street San Francisco, CA 94105 https://www.epa.gov/	415/947-8000
FCICA	Floor Covering Installation Contractors Association 800 Roosevelt Rd., Bldg. C, Suite 31 Glen Ellyn, IL 60137 https://www.fcica.com/	630/672-3702
FM	Factory Mutual Global 270 Central Avenue Johnston, PI 02919-4949 https://www.fmglobal.com/	401/275-3000
FS	Federal Specifications Unit (Available from GSA) 470 East L'Enfant Plaza, SW, Suite 8100 Washington, DC 20407 https://www.gsa.gov/	202/619-8925
HMA	Hardwood Manufacturers Association 400 Penn Center Blvd., Suite 530 Pittsburgh, PA 15235-5605 www.hardwood.org	412/828-0770

IEEE	Institute of Electrical and Electronic Engineers 3 Park Avenue, 17th Floor New York, NY 10016-5997 www.ieee.org	212/419-7900
IES	Illuminating Engineering Society 120 Wall Street, 17th Floor New York, NY 10005-4001 https://www.ies.org/	212/248-5000
ITS	Intertek Testing Services 22155 68th Avenue South Kent, WA 98032-1937 https://www.intertek.com/	800/967-5352
MCAA	Mechanical Contractors Association of America 1385 Piccard Drive Rockville, MD 20850-4329 https://www.mcaa.org/	301/869-5800
MSS	Manufacturers Standardization Society for the Valve and Fittings Industry 127 Park Street, NE Vienna, VA 22180-4602 https://msshq.org/	703/281-6613
NAAMM	National Association of Architectural 800 Roosevelt Road, Building C, Suite 312 Glen Ellyn, IL 60137 https://www.naamm.org/	630/942-6591
NAIMA	North American Insulation Manufacturers Association 2013 Olde Regent Way, Suite 150, Box 120 Leland, NC 28451 https://insulationinstitute.org/about-naima/	703/684-0084
NALP	National Association of Landscape Professionals 12500 Fair Lakes Circle, Suite 200 Fairfax, VA 22033 https://www.landscapeprofessionals.org/	703/ 736-9666
NAPA	National Asphalt Pavement Association 6406 Ivy Lane, Suite 530 Greenbelt, MD 20770-1441 https://www.asphaltpavement.org/	888/468-6499

NCSPA	National Corrugated Steel Pipe Association 1255 23rd Street, NW, Suite 850 Washington, DC 20037 www.ncspa.org	202/452-1700
NEBB	National Environmental Balancing Bureau 8575 Grovemont Circle Gaithersburg, MD 20877-4121 https://nebb.org/	301/977-3698
NECA	National Electrical Contractors Association 1200 Pennsylvania Avenue, NW, Suite 1200 Washington, DC 20004 https://www.necanet.org/	202/991-6300
NEII	National Elevator Industry 5537 SW Urish Road Topeka, KS 66610 https://nationalelevatorindustry.org/	703/589-9985
NEMA	National Electrical Manufacturers' Association 1300 N. 17th Street, Suite 900 Arlington, VA 22209 www.nema.org	703/841-3200
NFPA	National Fire Protection Association One Batterymarch Park P.O. Box 9101 Quincy, MA 02169-7141 www.nfpa.org	800/344-3555 617/770-3000
NGA	National Glass Association with GANA 344 Maple Avenue West Vienna, VA 22180 https://www.glass.org/	703/442-4890
NHLA	National Hardwood Lumber Association P.O. Box 34518 Memphis, TN 38184-0518 https://nhla.com/	901/377-1818
NIA	National Insulation Association 516 Herndon Pkwy, Suite D Herndon, VA 20170 www.insulation.org	703/464-6422

NRCA	National Roofing Contractors Association O'Hare International Center 10255 W. Higgins Road, Suite 600 Rosemont, IL 60018-5607 https://www.nrca.net/	847/299-9070
NRMCA	National Ready Mixed Concrete Association 66 Canal Center Plaza, Suite 250 Alexandria, VA 22314 www.nrmca.org	703/706-4800
NSF	NSF International 789 N. Dixboro Road Ann Arbor, MI 48105 www.nsf.org	734/769-8010
SHA	Occupational Safety and Health Administration (U.S. Department of Labor) 200 Constitution Ave., NW Washington, DC 20210 https://www.osha.gov/	800/321-6742
PCA	Portland Cement Association 200 Massachusetts Ave, NW, Suite 200 Washington, DC 20001 https://www.cement.org/	202/408-9494
PCA	Painting and Decorating Contractors of America 2316 Millpark Drive Maryland Heights, MO 63043 https://www.pcapainted.org/	800/332-7322
PDI	Plumbing and Drainage Institute 800 Turnpike Street, Suite 300 North Andover, MA http://www.pdionline.org/	978/557-0720
PLASTICS	Plastics Industry Association 1425 K Street, NW, Suite 500 Washington, DC 20005 https://www.plasticsindustry.org/	202/974-5200
PLIB	Pacific Lumber Inspection Bureau 1010 South 336th Street, Suite 210 Federal Way, WA 98003-7394 https://www.plib.org/	253/835-3344

PPI	Plastic Pipe Institute 105 Decker Court, Suite 825 Irving, TX 75062 https://plasticpipe.org/PPI-Home/Default.aspx	469/499-1044 469/499-1063
RFCI	Resilient Floor Covering Institute 115 Broad Street, Suite 201 LaGrange, GA 30240 https://rfci.com/	
RIS	Redwood Inspection Service c/o California Redwood Association 818 Grayson Road, Suite 201 Pleasant Hill, CA 94523	925/ 935-1499
SDI	Steel Deck Institute P.O. Box 426 Glenshaw, PA 15116 www.sdi.org	412/487-3325
SDI	Steel Door Institute 30200 Detroit Road Westlake, OH 44145-1967 https://steeldoor.org/	440/899-0100
SMA	Stucco Manufacturers Association 5733 E Santa Ana Canyon Road, Suite G-156 Anaheim, CA 92807 https://stuccomfgassoc.com/	714/473-9579
SMACNA	Sheet Metal and Airconditioning Contractors National Association, Inc. 4201 Lafayette Center Drive Chantilly, VA 20151-1209 www.smacna.org	703/803-2980
TCA	Tile Council of America 100 Clemson Research Blvd. Anderson, SC 29625 https://www.tcnatile.com/	864/646-8453
TPI	Turfgrass Producers International 444 E Roosevelt Road, Suite 346 Lombard, IL 60148 https://www.turfgrasssod.org/	847/649-5555

UL	Underwriters Laboratories, Inc. 333 Pfingston Road Northbrook, IL 60062 www.ul.com	847/272-8800
UNI	Uni-Bell PVC Pipe Association 201 E. John Carpenter Freeway, Suite 750 Irving, TX 75062 https://www.uni-bell.org/	972/243-3902
USDA	U.S. Department of Agriculture 14th St. and Independence Ave., SW Washington, DC 20250 https://www.usda.gov/	202/720-8732
USG	USG Corporation 550 West Adams Street Chicago, IL 60661 https://www.usg.com/content/usgcom/en.html	800/950-3839
WA	Wallcoverings Association 35 E Wacker Drive, Suite 850 Chicago, IL 60601 https://www.wallcoverings.org/	312/224-2574
WCB	Wall and Ceiling Bureau 5690 Sonoma Drive Pleasanton, CA 94566 https://www.wallandceilingbureau.org/	925/600-0472
WCMA	Window Covering Manufacturers Association 355 Lexington Ave., 15th Floor New York, NY 10017-6603 https://wcmanet.com/	212/297-2122
WDMA	Window & Door Manufacturers Association 2001 K Street, 3rd Floor North Washington, DC 20006 https://www.wdma.com/	202/367/1157
WIC	Woodwork Institute of California 1455 Response Road, Suite 110 West Sacramento, CA 95815 https://woodworkinstitute.com/	916/372-9943

WMMPA	Wood Moulding & Millwork Producers Association 1282 Stabler Lane, Suite 630, Office 146 Yuba City, Ca 95993-2625 www.wmmpa.com	530-661-9591
WRI	Wire Reinforcement Institute 203 Loudoun Street, SW Leesburg, VA 20175-2718 https://www.wirereinforcementinstitute.org/	703/779-2339
WWPA	Western Wood Products Association 2 Centerpointe Drive, Suite 360 Lake Oswego, OR 97035 https://www.wwpa.org/	503/224-3930

END OF DOCUMENT

DOCUMENT 01 43 00

QUALITY ASSURANCE - MATERIALS AND EQUIPMENT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Purchase of Materials and Equipment;

B. Special Conditions;

C. Imported Materials Certification.

1.02 MATERIAL AND EQUIPMENT:

A. Only items approved by the County and/or Architect shall be used.

B. Contractor shall submit lists of products and other product information in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

1.03 MATERIAL AND EQUIPMENT COLORS:

A. The County and/or Architect will provide a schedule of colors.

B. No individual color selections will be made until after approval of all pertinent materials and equipment and after receipt of appropriate samples in accordance with the Contract Documents, including, without limitation, the provisions regarding the submittals.

C. Contractor shall request priority in writing for any item requiring advance ordering to maintain the approved Construction Schedule.

1.04 DELIVERY, STORAGE, AND HANDLING:

A. Contractor shall deliver manufactured materials in original packages, containers, or bundles (with seals unbroken), bearing name or identification mark of manufacturer.

B. Contractor shall deliver fabrications in as large assemblies as practicable; where specified as shop-primed or shop-finished, package or crate as required to preserve such priming or finish intact and free from abrasion.

C. Contractor shall store materials in such a manner as necessary to properly protect them from damage. Materials or equipment damaged by handling, weather, dirt, or from any other cause will not be accepted.

D. Materials are not be acceptable that have been warehoused for long periods of time, stored or transported in improper environment, improperly packaged, inadequately labeled, poorly protected, excessively shipped, deviated from normal distribution pattern, or reassembled.

E. Contractor shall store material so as to cause no obstructions of sidewalks, roadways, and underground services. Contractor shall protect material and equipment furnished under Contract.

F. Contractor may store materials on Site with prior written approval by the County and ACSO, all material shall remain under Contractor's control and Contractor shall remain liable for any damage to the materials. Should the Project Site not have storage area available, the Contractor shall provide for off-site storage at no cost to County.

G. When any room in Project is used as a shop or storeroom, the Contractor shall be responsible for any repairs, patching, or cleaning necessary due to that use. Location of storage space shall be subject to prior written approval by County.

PART 2 - PRODUCTS

2.01 MANUFACTURERS:

A. Manufacturers listed in various sections of Contract Documents are names of those manufacturers that are believed to be capable of supplying one or more of items specified therein.

B. The listing of a manufacturer does not imply that every product of that manufacturer is acceptable as meeting the requirements of the Contract Documents.

2.02 FACILITIES AND EQUIPMENT:

A. Contractor shall provide, install, maintain, and operate a complete and adequate facility for handling, the execution, disposal, and distribution of material and equipment as required for proper and timely performance of Work connected with Contract.

2.03 MATERIAL REFERENCE STANDARDS:

A. Where material is specified solely by reference to "standard specifications" and if requested by County, Contractor shall submit for review data on actual material proposed to be incorporated into Work of Contract listing name and address of vendor, manufacturer, or producer, and trade or brand names of those materials, and data substantiating compliance with standard specifications.

PART 3 - EXECUTION

3.01 WORKMANSHIP:

A. Where not more specifically described in any other Contract Documents, workmanship shall conform to methods and operations of best standards and accepted practices of trade or trades involved and shall include items of fabrication, construction, or installation regularly furnished or required for completion (including finish and for successful operation, as intended).

B. Work shall be executed by tradespersons skilled in their respective lines of Work. When completed, parts shall have been durably and substantially built and present a neat appearance.

3.02 COORDINATION:

A. Contractor shall coordinate installation of Work to not interfere with installation of others. Adjustment or rework because of Contractor's failure to coordinate will be at no additional cost to County.

B. Contractor shall examine in-place work for readiness, completeness, fitness to be concealed or to receive other work, and in compliance with Contract Documents. Concealing or covering Work constitutes acceptance of additional cost which will result should in-place Work be found unsuitable for receiving other Work or otherwise deviating from the requirements of the Contract Documents.

3.03 COMPLETENESS:

A. Contractor shall provide all portions of the Work, unless clearly stated otherwise, installed complete and operational with all elements, accessories, anchorages, utility connections, etc., in manner to assure well-balanced performance, in accordance with manufacturer's recommendations and by Contract Documents. For example, electric water coolers require water, electricity, and drain services; roof drains require drain system; sinks fit within countertop, etc. Terms such as "installed complete," "operable condition," "for use intended," "connected to all utilities," "terminate with proper cap," "adequately anchored," "patch and refinish," "to match similar," should be assumed to apply in all cases, except

where completeness of functional or operable condition is specifically stated as not required.

3.04 APPROVED INSTALLER OR APPLICATOR:

A. Installation by a manufacturer's approved installer or applicator is an understood part of Specifications and only approved installer or applicator is to provide on-site Work where specified manufacturer has on-going program of approving (i.e., certifying, bonding, re-warranting) installers or applicators. Newly established relationships between a manufacturer and an installer or applicator that does not have other approved applicator work in progress or completed is not approved for this Project.

3.05 MANUFACTURER'S RECOMMENDATIONS:

A. All installations shall be in accordance with manufacturer's published recommendations and specific written directions of manufacturer's representative. Should Contract Documents differ from recommendations of manufacturer or directions of his representative, Contractor shall analyze differences, make recommendations to the County and the Architect in writing, and shall not proceed until interpretation or clarification has been issued by the County and/or the Architect.

END OF DOCUMENT

DOCUMENT 01 45 00

QUALITY CONTROL

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Inspections and Tests, Uncovering of Work and Non-conforming of Work and Correction of Work;

B. Special Conditions.

1.02 RELATED CODES:

A. The Work is governed by requirements of Title 24, California Code of Regulations ("CCR"), and the Contractor shall keep a copy of these available at the job Site for ready reference during construction.

1.03 OBSERVATION AND SUPERVISION:

The County and Architect or their appointed representatives will review the Work and the Contractor shall provide facilities and access to the Work at all times as required to facilitate this review. Administration by the Architect and any consulting Structural Engineer will be in accordance with applicable regulations.

1.04 TESTING AGENCIES:

A. Testing agencies and tests shall be in conformance with the General Documents.

B. Testing and inspection in connection with earthwork shall be under the direction of the County's consulting soils engineer, if any, referred to hereinafter as the "Soils Engineer."

C. Testing and inspection of construction materials and workmanship shall be performed by a qualified laboratory, referred to hereinafter as the "Testing Laboratory." The Testing Laboratory shall be under direction of an engineer registered in the State of California, shall conform to requirements of ASTM E329, and shall be employed by or in contract with the County.

1.05 TESTS AND INSPECTIONS:

A. The Contractor shall be responsible for scheduling all required testing and inspections on the project including inspections by Authorities Having Jurisdiction (AHJ) over the project and utility inspections. Contractor shall notify the Construction Manager forty-eight (48) hours in advance of performing any Work requiring testing or inspection.

B. The Contractor shall provide access to Work to be tested and furnish incidental labor, equipment, and facilities to facilitate all inspections and tests.

C. The County will pay for first inspections and tests required by the "CCR", and other inspections or tests that the County and/or the Architect may direct to have made, including the following principal items:

(1) Tests and observations for earthwork and paving.

(2) Tests for concrete mix designs, including tests of trial batches.

(3) Tests and inspections for structural steel work.

(4) Tests and inspections for grouting.

(5) Equipment anchorage torque tests and inspections.

(6) Additional tests directed by the County that establish that materials and installation comply with the Contract Documents.

(7) Test and observation of welding and expansion anchors.

(8) All tests and inspections specified in DIVISION 03 – DIVISION 46.

D. The County may at its discretion, pay and back charge the Contractor for:

(1) Retests or reinspection, if required, and tests or inspections required due to Contractor error or lack of required identifications of material.

(2) Uncovering of work in accordance with Contract Documents.

(3) Testing done on weekends, holidays, and overtime will be chargeable to the Contractor for the overtime portion.

(4) Testing done off Site.

E. Testing and inspection reports and certifications:

(1) If initially received by Contractor, Contractor shall provide to each of the following a copy of the agency or laboratory report of each test or inspection or certification.

a. The County;

b. The Construction Manager, if any;

c. The Architect;

d. The Consulting Engineer, if any;

e. Other Engineers on the Project, as appropriate; and

f. The Contractor.

PART 2 - PRODUCTS – NOT USED

END OF DOCUMENT

DOCUMENT 01 50 00

TEMPORARY FACILITIES AND CONTROLS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions;

B. Special Conditions.

1.02 TEMPORARY UTILITIES:

A. Contractor shall prepare and submit a Site Usage Plan showing how the Contractor intends to use the site for staging, deliveries, material storage, vehicle routes, trash containment and removal, temporary electrical service, personnel pathways, toilets and other temporary facilities. Should the Site Usage Plan change in different phases of the Work, Contractor shall modify the Site Usage Plan indicating the dates it is expected to be revised and defining the revised areas and usage requirements. The County will review the Contractor's Site Usage Plan each time it is submitted and shall determine if it is acceptable. Under no circumstances will the County warrant or guarantee that the site will accommodate all usages, functions and spaces that the Contractor perceives are necessary for it to perform its work. The Contractor assumes full risk and liability for the proper and necessary functions of the site. Should the County approve or reject the Contractor's Site Usage Plan at no time will the County assume any liability that the Site Usage Plan will be sufficient to perform its work.

B. Electric Power and Lighting

(1) The Contractor shall be fully responsible and pay for providing temporary power and lighting required to perform the work.

(2) The Contractor shall furnish, wire for, install, and maintain temporary electrical lights wherever it is necessary to provide illumination for the proper performance and/or observation of the Work: a minimum of 20 foot-candles for rough work and 50 foot-candles for finish work.

C. Heat and Ventilation

(1) Contractor shall provide temporary heat to maintain environmental conditions to facilitate progress of the Work, to meet specified minimum

conditions for the installation and curing of materials, and to protect materials and finishes from damage due to improper temperature and humidity conditions. Portable heaters shall be standard units complete with controls.

(2) Contractor shall provide forced ventilation and dehumidification, as required, of enclosed areas for proper installation and curing of materials, to disperse humidity, and to prevent hazardous accumulations of dust, fumes, vapors, and gases.

(3) Contractor shall pay the costs of installation, maintenance, operation, and removal of temporary heat and ventilation, including costs for fuel consumed, required for the performance of the Work.

D. Water

(1) The Contractor shall be responsible and pay for providing water required to perform the work.

(2) Contractor shall use backflow preventers on water lines at point of connection to County's water supply. Backflow preventers shall comply with requirements of Uniform Plumbing Code.

(3) Contractor shall make potable water available for human consumption.

E. Sanitary Facilities

(1) Contractor shall provide sanitary temporary facilities in no fewer numbers than required by law and such additional facilities as may be directed by the County for the use of all workers. The facilities shall be maintained in a sanitary condition at all times and shall be left at the Site until removal is directed by the County or Contractor completes all other work at the Site.

(2) Use of toilet facilities in the Work under construction shall not be permitted except by consent of the County.

F. Telephone & Internet Service

(1) Contractor shall provide and pay for telephone and internet services for the performance of the Work. Contractor shall, at a minimum, provide in its field office one line for telephone and internet.

(2) Contractor shall pay the costs for telephone and internet installation, maintenance, service, and removal.

G. Fire Protection:

(1) Contractor shall provide and maintain fire extinguishers and other equipment for fire protection. Such equipment shall be designated for use for fire protection only and shall comply with all requirements of the California Fire, State Fire Marshall and/or its designee.

(2) Where on-site welding and burning of steel is unavoidable, Contractor shall provide protection for adjacent surfaces.

H. Trash Removal:

(1) Contractor shall provide appropriate trash bins for use by construction workers, and pay for trash removal services on a regular basis. Contractor shall keep the site clean of trash.

1.03 SECTION INTENTIONALLY OMITTED.

1.04 BARRIERS AND ENCLOSURES:

A. Contractor shall obtain the County's written permission for locations and types of temporary barriers and enclosures, including fire-rated materials proposed for use, prior to their installation.

B. Contractor shall provide and maintain temporary enclosures to prevent public entry and to protect persons using other buildings and portions of the Site and/or Premises, the public, and workers. Contractor shall also protect the Work and existing facilities from the elements, and adjacent construction and improvements, persons, and trees and plants from damage and injury from demolition and construction operations.

C. Contractor shall provide site access to existing facilities for persons using other buildings and portions of the Site, the public, and for deliveries and other services and activities.

D. Tree and Plant Protection:

(1) Contractor shall preserve and protect existing trees and plants on the Premises that are not designated or required to be removed, and those adjacent to the Premises.

(2) Contractor shall provide barriers to a minimum height of 4'-0" around drip line of each tree and plant, around each group of trees and plants, as applicable, in the proximity of demolition and construction operations.

(3) Contractor shall not park trucks, store materials, perform Work or cross over landscaped areas. Contractor shall not dispose of paint thinners,

water from cleaning, plastering or concrete operations, or other deleterious materials in landscaped areas, storm drain systems, or sewers. Plant materials damaged as a result of the performance of the Work shall, at the option of the County and at Contractor's expense, either be replaced with new plant materials equal in size to those damaged or by payment of an amount representing the value of the damaged materials as determined by the County.

(4) Contractor shall remove soil that has been contaminated during the performance of the Work by oil, solvents, and other materials which could be harmful to trees and plants, and replace with good soil, at Contractor's expense

(5) Excavation Around Trees:

(a) Excavation within drip lines of trees shall be done only where absolutely necessary and with written permission from the County.

(b) Where trenching for utilities is required within drip lines, tunneling under and around roots shall be by hand digging and shall be approved by the County. Main lateral roots and taproots shall not be cut. All roots 2 inches in diameter and larger shall be tunneled under and heavily wrapped with wet burlap so as to prevent scarring or excessive drying. Smaller roots that interfere with installation of new work may be cut with prior approval by the County. Roots must first be cut with a Vermeer, or equivalent, root cutter prior to any trenching.

(c) Where excavation for new construction is required within drip line of trees, hand excavation shall be employed to minimize damage to root system. Roots shall be relocated in backfill areas wherever possible. If encountered immediately adjacent to location of new construction, roots shall be cut approximately 6 inches back from new construction.

(d) Approved excavations shall be carefully backfilled with the excavated materials approved for backfilling. Backfill shall conform to adjacent grades without dips, sunken areas, humps, or other surface irregularities. Do not use mechanical equipment to compact backfill. Tamp carefully using hand tools, refilling and tamping until Final Acceptance as necessary to offset settlement.

(e) Exposed roots shall not be allowed to dry out before permanent backfill is placed. Temporary earth cover shall be provided, or roots shall be wrapped with four layers of wet, untreated burlap

and temporarily supported and protected from damage until permanently relocated and covered with backfill.

(f) Accidentally broken roots should be sawed cleanly 3 inches behind ragged end.

1.05 SECURITY AND PARKING:

A. The Contractor shall be responsible for project security for materials, tools, equipment, supplies, and completed and partially completed Work.

B. Contractor is responsible for all charges associated with parking of Contractor and Contractor employee's vehicles either at County facilities or off-site.

1.06 TEMPORARY CONTROLS:

A. Noise Control

(1) Contractor acknowledges that adjacent facilities must remain in operation during all or a portion of the Work period, and it shall take all reasonable precautions to minimize noise as required by applicable laws and the Contract Documents.

(2) Notice of proposed noisy operations, including without limitation, operation of pneumatic demolition tools, concrete saws, and other equipment, shall be submitted to the County a minimum of forty-eight (48) hours in advance of their performance.

B. Noise and Vibration

(1) Equipment and impact tools shall have intake and exhaust mufflers.

(2) Contractor shall cooperate with County to minimize and/or seize the use of noisy and vibratory equipment if that equipment becomes objectionable by its longevity.

C. Dust and Dirt

(1) Contractor shall conduct demolition and construction operations to minimize the generation of dust and dirt and prevent dust and dirt from interfering with the progress of the Work and from accumulating in the Work and adjacent areas including, without limitation, occupied facilities.

(2) Contractor shall periodically water exterior demolition and construction areas to minimize the generation of dust and dirt.

(3) Contractor shall ensure that all hauling equipment and trucks carrying loads of soil and debris shall have their loads sprayed with water or covered with tarpaulins, and as otherwise required by local and state ordinance.

(4) Contractor shall prevent dust and dirt from accumulating on walks, roadways, parking areas, and planting, and from washing into sewer and storm drain lines.

D. Water

Contractor shall not permit surface and subsurface water, and other liquids, to accumulate in or about the vicinity of the Premises. Should accumulation develop, Contractor shall control the water or other liquid, and suitably dispose of it by means of temporary pumps, piping, drainage lines, troughs, ditches, dams, or other methods.

E. Pollution

(1) No burning of refuse, debris, or other materials shall be permitted on or in the vicinity of the Premises.

(2) Contractor shall comply with applicable regulatory requirements and anti-pollution ordinances during the conduct of the Work including, without limitation, demolition, construction, and disposal operations.

1.07 SECTION INTENTIONALLY OMITTED.

1.08 PUBLICITY RELEASES:

A. Contractor shall not release any information, story, photograph, plan, or drawing relating information about the Project to anyone, including press and other public communications medium, including, without limitation, on website(s).

END OF DOCUMENT

DOCUMENT 01 62 00

PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. Instructions to Bidders;

B. General Conditions, including, without limitation, Substitutions For Specified Items;

C. Special Conditions.

1.02 SUBSTITUTIONS OF MATERIALS AND EQUIPMENT:

A. Catalog numbers and specific brands or trade names followed by the designation "or equal" are used in conjunction with material and equipment required by the Specifications to establish the standards of quality, utility, and appearance required. Substitutions which are equal in quality, utility, and appearance to those specified may be reviewed subject to the provisions of the General Conditions.

B. Wherever more than one manufacturer's product is specified, the first-named product is the basis for the design used in the work and the use of alternative-named manufacturers' products or substitutes may require modifications in that design. If such alternatives are proposed by Contractor and are approved by the County and/or the Architect, Contractor shall assume all costs required to make necessary revisions and modifications of the design resulting from the substitutions requested by the Contractor.

C. When materials and equipment are specified by first manufacturer's name and product number, second manufacturer's name and "or approved equal," supporting data for the second product, if proposed by Contractor, shall be submitted in accordance with the requirements for substitutions.

D. If the County and/or Architect, in reviewing proposed substitute materials and equipment, require revisions or corrections to be made to previously accepted Shop Drawings and supplemental supporting data to be resubmitted, Contractor shall promptly do so. If any proposed substitution is judged by the County and/or Architect to be unacceptable, the specified material or equipment shall be provided.

E. Samples may be required. Tests required by the County and/or Architect for the determination of quality and utility shall be made at the expense of Contractor, with acceptance of the test procedure first given by the County.

F. In reviewing the supporting data submitted for substitutions, the County and/or Architect will use for purposes of comparison all the characteristics of the specified material or equipment as they appear in the manufacturer's published data even though all the characteristics may not have been particularly mentioned in the Contract Documents. If more than two (2) submissions of supporting data are required, the cost of reviewing the additional supporting data shall be borne by Contractor, and the County will deduct the costs from the Contract Price.

END OF DOCUMENT

DOCUMENT 01 65 00

DELIVERY, STORAGE AND HANDLING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Site Access, Conditions and Requirements;

B. Special Conditions.

1.02 PRODUCTS

A. Products are as defined in the General Conditions.

B. Contractor shall not use and/or reuse materials and/or equipment removed from existing Premises, except as specifically permitted by the Contract Documents.

C. Contractor shall provide interchangeable components of the same manufacturer, for similar components.

1.03 TRANSPORTATION AND HANDLING

A. Contractor shall transport and handle Products in accordance with manufacturer's instructions.

B. Contractor shall promptly inspect shipments to confirm that Products comply with requirements, quantities are correct, and products are undamaged.

C. Contractor shall provide equipment and personnel to handle Products by methods to prevent soiling, disfigurement, or damage.

1.04 STORAGE AND PROTECTION

A. Contractor shall store and protect Products in accordance with manufacturer's instructions, with seals and labels intact and legible. Contractor shall store sensitive products in weather-tight, climate-controlled enclosures.

B. For exterior storage of fabricated Products, Contractor shall place on sloped supports, above ground as approved by the County.

C. Contractor shall provide off-site storage and protection when Site does not permit on-site storage or protection.

D. Contractor shall cover products subject to deterioration with impervious sheet covering and provide ventilation to avoid condensation.

E. Contractor shall store loose granular materials on solid flat surfaces in a well-drained area and prevent mixing with foreign matter.

F. Contractor shall provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.

G. Contractor shall arrange storage of Products to permit access for inspection and periodically inspect to assure Products are undamaged and are maintained under specified conditions.

END OF DOCUMENT

DOCUMENT 01 71 23

FIELD ENGINEERING

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Site Investigation, and Soils Investigation Report;

B. Special Conditions;

C. Site-Visit Certification.

1.02 REQUIREMENTS INCLUDED:

A. Contractor shall provide and pay for field engineering services by a California-registered engineer, required for the project, including, without limitations:

(1) Survey work required in execution of the Project.

(2) Civil or other professional engineering services specified or required to execute Contractor's construction methods.

1.03 QUALIFICATIONS OF SURVEYOR OR ENGINEERS:

A. Contractor shall only use a qualified licensed engineer or registered land surveyor, to whom County makes no objection. Contractor shall engage a qualified surveyor or engineer to examine existing conditions in walls, slabs and other conditions affecting performance of the Work. Provide written report to the County prior to any penetration work. Contractor shall coordinate with County for all penetrations.

1.04 SURVEY REFERENCE POINTS:

A. Existing basic horizontal and vertical control points for the Project are those designated on the Drawings.

B. Contractor shall locate and protect control points prior to starting Site Work and preserve all permanent reference points during construction. In addition, Contractor shall:

(1) Make no changes or relocation without prior written notice to County and Architect.

(2) Report to County and Architect when any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations.

(3) Require surveyor to replace Project control points based on original survey control that may be lost or destroyed.

1.05 RECORDS:

A. Contractor shall maintain a complete, accurate log of all control and survey work as it progresses.

1.06 SUBMITTALS:

A. Contractor shall submit name and address of Surveyor and Professional Engineer to County and Architect prior to its/their work on the Project.

B. On request of County and Architect, Contractor shall submit documentation to verify accuracy of field engineering work, at no additional cost to the County.

C. Contractor shall submit a certificate signed by registered engineer or surveyor certifying that elevations and locations of improvements are in conformance or nonconformance with Contract Documents.

PART 2 – PRODUCTS

Not Used.

PART 3 - EXECUTION

3.01 Contractor is responsible for meeting all applicable codes, OSHA, safety and shoring requirements.

3.02 Contractor is responsible for any re-surveying required by correction of nonconforming work.

END OF DOCUMENT

DOCUMENT 01 73 29

CUTTING AND PATCHING

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions;

B. Special Conditions;

C. Hazardous Materials Procedures and Requirements;

D. Hazardous Materials Certification;

E. Imported Materials Certification.

1.02 CUTTING AND PATCHING:

A. Contractor shall be responsible for all cutting, fitting, and patching, including associated excavation and backfill, required to complete the Work or to:

(1) Make several parts fit together properly.

(2) Uncover portions of Work to provide for installation of ill-timed Work.

(3) Remove and replace defective Work.

(4) Remove and replace Work not conforming to requirements of Contract Documents.

(5) Remove Samples of installed Work as specified for testing.

(6) Provide routine penetrations of non-structural surfaces for installation of piping and electrical conduit.

(7) Attach new materials to existing remodeling areas, including painting (or other finishes) to match existing conditions.

B. In addition to Contract requirements, upon written instructions from the County, Contractor shall uncover Work to provide for observations of covered Work in accordance with the Contract Documents; remove samples of installed materials

for testing as directed by County; and remove Work to provide for alteration of existing Work.

C. Contractor shall not cut or alter Work, or any part of it, in such a way that endangers or compromises the integrity of the Work, the Project, or work of others.

1.03 SUBMITTALS:

A. Prior to any cutting or alterations that may affect the structural safety of Project, or work of others, and well in advance of executing such cutting or alterations, Contractor shall submit written notice to County pursuant to the applicable notice provisions of the Contract Documents, requesting consent to proceed with the cutting or alteration, including the following:

(1) The Work of the County or other trades.

(2) Structural value or integrity of any element of Project.

(3) Integrity or effectiveness of weather-exposed or weather-resistant elements or systems.

(4) Efficiency, operational life, maintenance, or safety of operational elements.

(5) Visual qualities of sight-exposed elements.

B. Contractor's Request shall also include:

(1) Identification of Project.

(2) Description of affected Work.

(3) Necessity for cutting, alteration, or excavations.

(4) Effects of Work on County, other trades, or structural or weatherproof integrity of Project.

(5) Description of proposed Work:

(a) Scope of cutting, patching, alteration, or excavation.

(b) Trades that will execute Work.

(c) Products proposed to be used.

(d) Extent of refinishing to be done.

(6) Alternates to cutting and patching.

(7) Cost proposal, when applicable.

(8) The scheduled date the Contractor intends to perform the Work and the duration of time to complete the Work.

(9) Written permission of other trades whose Work will be affected.

1.04 QUALITY ASSURANCE:

A. Contractor shall ensure that cutting, fitting, and patching shall achieve security, strength, weather protection, appearance for aesthetic match, efficiency, operational life, maintenance, safety of operational elements, and the continuity of existing fire ratings.

B. Contractor shall ensure that cutting, fitting, and patching shall successfully duplicate undisturbed adjacent profiles, materials, textures, finishes, colors, and that materials shall match existing construction. Where there is dispute as to whether duplication is successful or has been achieved to a reasonable degree, the County's decision shall be final.

1.05 PAYMENT FOR COSTS:

A. Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including costs for additional services of the County, its consultants, including but not limited to the Construction Manager, the Architect, the Project Inspector(s), Engineers, and Agents, will be paid by Contractor and/or deducted from the Contract by the County.

B. County shall only pay for cost of Work if it is part of the original Contract Price or if a change has been made to the contract in compliance with the provisions of the General Conditions. Cost of Work performed upon instructions from the County, other than defective or nonconforming Work, will be paid by County on approval of written Change Order. Contractor shall provide written cost proposals prior to proceeding with cutting and patching.

PART 2 - PRODUCTS

2.01 MATERIALS:

A. Contractor shall provide for replacement and restoration of Work removed. Contractor shall comply with the Contract Documents and with the Industry Standard(s), for the type of Work, and the Specification requirements for each

specific product involved. If not specified, Contractor shall first recommend a product of a manufacturer or appropriate trade association for approval by the County.

B. Materials to be cut and patched include those damaged by the performance of the Work.

PART 3 – EXECUTION

3.01 INSPECTION:

A. Contractor shall inspect existing conditions of the Site and the Work, including elements subject to movement or damage during cutting and patching, excavating and backfilling. After uncovering Work, Contractor shall inspect conditions affecting installation of new products.

B. Contractor shall report unsatisfactory or questionable conditions in writing to County as indicated in the General Conditions and shall proceed with Work as indicated in the General Conditions by County.

3.02 PREPARATION:

A. Contractor shall provide shoring, bracing and supports as required to maintain structural integrity for all portions of the Project, including all requirements of the Project.

B. Contractor shall provide devices and methods to protect other portions of Project from damage.

C. Contractor shall, provide all necessary protection from weather and extremes of temperature and humidity for the Project, including without limitation, any work that may be exposed by cutting and patching Work. Contractor shall keep excavations free from water.

3.03 ERECTION, INSTALLATION AND APPLICATION:

A. With respect to performance, Contractor shall:

(1) Execute fitting and adjustment of products to provide finished installation to comply with and match specified tolerances and finishes.

(2) Execute cutting and demolition by methods that will prevent damage to other Work and provide proper surfaces to receive installation of repairs and new Work.

(3) Execute cutting, demolition excavating, and backfilling by methods that will prevent damage to other Work and damage to settlement.

B. Contractor shall employ original installer or fabricator to perform cutting and patching for:

(1) Weather-exposed surfaces and moisture-resistant elements such as roofing, sheet metal, sealants, waterproofing, and other trades.

(2) Sight-exposed finished surfaces.

C. Contractor shall execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes as shown or specified in the Contract Documents including, without limitation, the Drawings and Specifications.

D. Contractor shall fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces. Contractor shall conform to all Code requirements for penetrations or the Drawings and Specifications, whichever calls for a higher quality or more thorough requirement. Contractor shall maintain integrity of both rated and non-rated fire walls, ceilings, floors, etc.

E. Contractor shall restore Work which has been cut or removed. Contractor shall install new products to provide completed Work in accordance with requirements of the Contract Documents and as required to match surrounding areas and surfaces.

F. Contractor shall refinish all continuous surfaces to nearest intersection as necessary to match the existing finish to any new finish.

END OF DOCUMENT

DOCUMENT 01 74 19

CONSTRUCTION WASTE MANAGEMENT

PART 1 – GENERAL

1.01 SUMMARY:

A. This section specifies the requirements for the diversion of demolition (non-hazardous) and construction debris from landfill and submittal of the Waste Management Plan.

B. Performance Requirement: Divert a **minimum of 65% of construction and demolition (non-hazardous) debris from landfill.**

C. Performance Requirement for Excavated Soil and Land Clearing Debris: **100% of trees, stumps, rocks and associated vegetation and soils** resulting primarily from land clearing shall be reused or recycled.

1.02 DEFINITIONS:

A. "Conversion Rate" means the rate set forth in the standardized Conversion Rate Table approved by the County of Alameda for use in estimating the weight of materials identified in the Waste Management Plan.

B. "Divert" means to use material for any purpose other than disposal in a landfill or transfer facility.

C. "Good faith" shall be as defined by law.

D. "Hauler" means the entity who transports construction and demolition debris to either a landfill or a recycling service.

E. "LEED" means Leadership in Energy and Environmental Design and is a rating system developed by the U.S. Green Building Council to identify, implement and measure sustainable design factors for buildings.

F. "Material Stream" means the flow of materials coming from a job site into markets for building materials. A stream can be either: (1) a specific material category that is diverted in a specific way; or (2) a mixture of several material categories that are diverted in a specific way.

G. "Recycling Service" means an off-site service that provides processing of material and diversion from landfill.

H. "Re:Source" is an online guide for reuse, repair and recycling. It is maintained by StopWaste.Org and can be accessed at www.StopWaste.Org or www.resource.stopwaste.org.

I. "Waste Management Plan" means a waste management plan required under this contract that is used to track and report the disposal of all construction debris generated on this project.

J. "WasteTracking.com powered by Green Halo Systems" is the web based system required for use in developing a waste management plan, uploading recycling data throughout the construction process and submitting the final report demonstrating the project compliance online. More information about WasteTracking.com powered by Green Halo Systems is available by visiting them online at www.greenhalosystems.com or calling (888) 525-1301.

K. "Universal Waste" are hazardous wastes that are widely produced by households and many different types of businesses. Universal wastes include televisions, computers and other electronic devices as well as batteries, fluorescent lamps, mercury thermostats, and other mercury containing equipment, among others. Any unwanted item that falls within one of these waste streams can be handled, transported and recycled following the requirements set forth in the universal waste regulations (UWR) (Cal. Code Regs, tit. 22, div. 4.5, ch. 23).

1.03 QUALITY ASSURANCE:

A. The Contractor shall obtain all special permits and licenses and meet all special requirements for performance and completion of the work of this section.

B. Regulatory requirements

1. Approval of the Waste Management Plan and Waste Management Table using the WasteTracking.com powered by Green Halo Systems by the County's Representative is required before beginning construction or demolition.

C. Recycling service company qualifications – Submit certification for recycling services listed in the approved Waste Management Plan that accepted waste will be diverted from landfill. Certification shall be demonstrated in one of the following ways:

1. Recycling service is listed in the Green Halo System as an approved recycler for Alameda County projects; or

2. Recycling service is listed within the Re:Source guide maintained by StopWaste.Org. and found at https://resource.stopwaste.org/; or

3. If not listed as described in items 1 and 2 above, submit certification in writing from any recycling services that verifies accepted waste will be diverted from landfill.

1.04 SUBMITTALS:

A. Submit specified Waste Management Plan to indicate how waste will be diverted from landfills. Include procedures and schedule for debris disposal. Submittal shall be made using WasteTracking.com powered by Green Halo Systems using the following URL: ACGSA.WasteTracking.com. Submittal is required **within 10 calendar days after receipt of Notice to Proceed**; and

B. Submit written documentation from recycling services that are not listed in the WasteTracking.com powered by Green Halo Systems or the Stopwaste.Org RE:Source online guide identifying where the construction and demolition material is taken, what method or process is being used to recycle the material, and identifying applicable state and local permits held by the recycling service provider and recycling facility; and

C. Submit completed Waste Management Plan to report on the means of disposal of waste generated from project at the following project milestones:

1. **Fifty percent (50%) progress payment**; and

2. **One hundred percent (100%) construction complete**. County approval of final Waste Management Plan is required before full release of retention.

1.05 WASTE MANAGEMENT PLAN:

A. Plan Development: Using the website ACGSA.WasteTracking.com develop a plan for diverting the specified percentage of construction debris from landfill. The plan shall include the following:

1. Submit **within 10-calendar days after the date of the Notice to Proceed.**

2. Propose means and methods for collecting and separating each type of debris deemed reusable or recyclable.

3. Identify the off-site recycling service and hauler of each designated debris item, who has agreed to accept and divert that item from landfill, in the proposed quantities anticipated. Schedule each item and list off-site recycling service and hauler company name, telephone number, address, and person contacted.

4. Include a "good faith" estimate of each type of construction waste that would be generated if no diversion methods were implemented. Submit with calculations based upon weight or volume of each. The following items are subject to the "good faith" estimate and diversion requirement:

a. Asphalt & Concrete
b. Brick/Masonry/Tiles
c. Concrete
d. Cardboard and other paper products
e. Carpet/Carpet Padding/Foam
f. Ceiling Tiles (acoustic)
g. Drywall
h. Electrical Components (cables, etc.)
i. Film Plastic & Expanded Foam blocks
j. Landscape Debris (plant & tree trimmings)
k. Mechanical Debris (ducts, controls, plumbing fixtures, etc.)
l. Scrap Metal
m. Unpainted Wood and Pallets
n. Other (painted wood & drywall, roofing, etc.)
o. Mixed C&D (defined as a mixture of three or more materials from construction or demolition sites that will be taken to a "qualified" facility for recycling.)
p. Trash/garbage

q. Universal Waste (may not be disposed of in landfill or comingled for recycling with other construction debris)

5. Construction waste quantities entered in volume will be converted automatically using the defined Conversion Rate approved by Alameda County that is integrated into WasteTracking.com powered by Green Halo Systems.

B. Plan Implementation

1. Contractor shall do all the following:
   a. Retain a copy of, and upload into WasteTracking.com powered by Green Halo Systems, all weight tickets, copies of receipts and invoices and any other documentation related to the reuse, recycling, and disposal of generated waste/debris from demolition and construction activities; and

   b. Maintain a log of each load of each category item diverted from landfill. Log in separately debris sent to a Class III landfill and materials sent to recycling facilities.

      1) Include in log: type of load, load weight, name of hauling service, name of recycling service or landfill, and date accepted by recycling service or by landfill.

      2) County reserves the right to audit the log at any time. Contractor shall retain and provide to the County all weight tickets, copies of receipts and invoices and any other documentation related to the disposal or recycling of generated waste/debris from demolition and construction activities.

   c. Units of measure: Use same units as stated in the approved plan "good faith" estimate of construction waste that would be generated if no remedial methods were implemented.

2. Material handling

   a. Separation facilities

      1) Designate a specific on site area or areas to facilitate separation of materials for potential reuse, salvage, recycling, and return.

      2) Keep waste bins and pile areas neat and clean. Clearly mark bins for each category of waste. Do not co-mingle non-recyclable waste with materials designated for reuse or recycling.

   b. Environmental controls during handling, storage, or transport: Do not permit designated materials to become contaminated or to contaminate site or surrounding areas.

3. Training and coordination

a. Provide access and training as needed to subcontractors to the online construction and demolition debris waste management tool Green Halo Systems for the purposes of input of waste management information.

b. Furnish copies of the Waste Management Plan to all on-site supervisors, each subcontractor, and the County.

c. Instruction: Provide on-site instruction of appropriate separation, handling, and recycling, salvage, reuse, and return methods to be used by all entities at the appropriate stages of the Project.

d. Meetings: Include construction waste management on the agenda of meetings. At a minimum, discuss waste management goals and issues at the following meetings:
   1) Pre-bid meetings.
   2) Pre-construction meeting.
   3) Regularly scheduled job-site meetings.

PART 2 - PRODUCTS

2.01 MATERIALS, EQUIPMENT AND FACILITIES:

Furnish all materials, tools, equipment, devices, appurtenances, facilities, and services required for performing waste management of debris covered under this Section.

PART 3 - EXECUTION

3.01 EXAMINATION AND PREPARATION:

A. Set up and maintain in good standing a project account with WasteTracking.com powered by Green Halo Systems using the website ACGSA.WasteTracking.com to be used exclusively for this project to develop a waste management plan, upload all reuse, recycling and waste disposal data throughout the construction process, and submit the final online report demonstrating project compliance.

B. Perform as required in the approved Waste Management Plan.

3.02 DISPOSAL OF DEBRIS:

A. Dispose of waste, trash and debris in a safe, acceptable manner, in accordance with applicable laws and ordinances and as prescribed by authorities having jurisdiction. **Burying of trash and debris on the site is strictly prohibited.**

B. Remove demolished materials from site as work progresses. Remove debris from the site so that its presence will not delay the progress of the work.

C. Debris shall be the property of the Contractor and shall be removed and disposed of in a legal manner off the County's property in accordance with the approved Waste Management Plan described herein. Location of recycling facility or landfill site and length of haul shall be the Contractor's responsibility.

END OF DOCUMENT

DOCUMENT 01 76 00

PROTECTING INSTALLED CONSTRUCTION

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions;

B. Special Conditions.

PART 2 - PRODUCTS

2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK:

A. New Materials: As specified in the Contract Documents including, without limitation, in the Specifications, Contractor shall match existing products, conditions, and work for patching and extending work.

B. Type and Quality of Existing Products: Contractor shall determine by inspection, by testing products where necessary, by referring to existing conditions and to the Work as a standard.

PART 3 - EXECUTION

3.01 EXAMINATION:

A. Contractor shall verify that demolition is complete and that areas are ready for installation of new Work.

B. By beginning restoration Work, Contract or acknowledges and accepts the existing conditions.

3.02 PREPARATION:

A. Contractor shall cut, move, or remove items as necessary for access to alterations and renovation Work. Contractor shall replace and restore these at completion.

B. Contractor shall remove unsuitable material not as salvage unless otherwise indicated in the Contract Documents. Unsuitable material may include, without limitation, rotted wood, corroded metals, and deteriorated masonry and concrete. Contractor shall replace materials as specified for finished Work.

C. Contractor shall remove debris and abandoned items from all areas of the Site and from concealed spaces.

D. Contractor shall prepare surface and remove surface finishes to provide for proper installation of new Work and finishes.

E. Contractor shall close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity. Contractor shall insulate ductwork and piping to prevent condensation in exposed areas. Contractor shall insulate building cavities for thermal and/or acoustical protection, as detailed.

3.03 INSTALLATION:

A. Contractor shall coordinate Work of all alternations and renovations to expedite completion and to accommodate County occupancy.

B. Designated Areas and Finishes: Contractor shall complete all installations in all respects, including operational, mechanical work and electrical work.

C. Contractor shall remove, cut, and patch Work in a manner to minimize damage and to provide a means of restoring Products and finishes to original or specified condition.

D. Contractor shall refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material, with a neat transition to adjacent finishes.

E. Contractor shall install products as specified in the Contract Documents, including without limitation, the Specifications.

3.04 TRANSITIONS:

A. Where new Work abuts or aligns with existing, Contractor shall perform a smooth and even transition. Patched Work must match existing adjacent work in texture and appearance.

B. When finished surfaces are cut so that a smooth transition with new Work is not possible, Contractor shall terminate existing surface along a straight line at a natural line of division and make a recommendation for resolution to the County and the Architect for review and approval.

3.05 ADJUSTMENTS:

A. Where removal of partitions or walls results in adjacent spaces becoming one, Contractor shall rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.

B. Where a change of plane of 1/4 inch or more occurs, Contractor shall submit a recommendation for providing a smooth transition to the County and the Architect for review and approval.

C. Contractor shall trim existing doors as necessary to clear new floor finish and refinish trim as required.

D. Contractor shall fit Work at penetrations of surfaces.

3.06 REPAIR OF DAMAGED SURFACES:

A. Contractor shall patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.

B. Contractor shall repair substrate prior to patching finish.

3.07 CULTIVATED AREAS AND OTHER SURFACE IMPROVEMENTS:

A. Cultivated or planted areas and other surface improvements which are damaged by actions of the Contractor shall be restored by Contractor to their original condition or better, where indicated.

B. Contractor shall protect and replace, if damaged, all existing guard posts, barricades, and fences.

C. Contractor shall give special attention to avoid damaging or killing trees, bushes and shrubs on the Premises.

3.08 FINISHES:

A. Contractor shall finish surfaces as specified in the Contract Documents, including without limitations, the provisions of all Divisions of the Specifications.

B. Contractor shall finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, Contractor shall refinish entire surface to nearest intersections.

3.09 CLEANING:

A. Contractor shall continually clean the Site and the Premises as indicated in the Contract Documents, including without limitation, the provisions in the General Conditions and the Specifications regarding cleaning.

END OF DOCUMENT

DOCUMENT 01 77 00

CONTRACT CLOSEOUT

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Completion of Work;

B. Special Conditions;

C. Temporary Facilities and Controls.

1.02 CLOSEOUT PROCEDURES:

Contractor shall comply with all closeout provisions as indicated in the General Conditions.

1.03 FINAL CLEANING:

A. Contractor shall execute final cleaning prior to final inspection.

B. Contractor shall clean interior and exterior glass and surfaces exposed to view; remove temporary labels, tape, stains, and foreign substances, polish transparent and glossy surfaces, wax and polish new vinyl floor surfaces, vacuum carpeted and soft surfaces.

C. Contractor shall clean equipment and fixtures to a sanitary condition.

D. Contractor shall replace filters of operating equipment.

E. Contractor shall clean debris from roofs, gutters, down spouts, and drainage systems.

F. Contractor shall clean Site, sweep paved areas, and rake clean landscaped surfaces.

G. Contractor shall remove waste and surplus materials, rubbish, and construction facilities from the Site.

1.04 ADJUSTING:

A. Contractor shall adjust operating products and equipment to ensure smooth and unhindered operation.

B. Record Documents and Shop Drawings: Contractor shall legibly mark each item to record actual construction, including:

(1) Measured depths of foundations in relation to finish floor datum.

(2) Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.

(3) Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.

(4) Field changes of dimension and detail.

(5) Details not on original Contract Drawings.

(6) Changes made by modification(s).

(7) References to related Shop Drawings and modifications.

C. County will provide one set of reproducible drawings to Contractor.

D. Contractor shall submit all required documents to County and/or Architect prior to or with its final Application for Payment.

1.06 INSTRUCTION OF COUNTY PERSONNEL:

A. Before final inspection, at agreed upon times, Contractor shall instruct County's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems.

B. For equipment requiring seasonal operation, Contractor shall perform instructions for other seasons within six months.

C. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance.

D. Contractor shall prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction.

E. Contractor shall prepare and insert additional data in Operation and Maintenance Manual when need for such data becomes apparent during instruction. Contractor shall use operation and maintenance manuals as basis for instruction. Contractor shall review contents of manual with personnel in detail to explain all aspects of operation and maintenance."

1.07 SPARE PARTS AND MAINTENANCE MATERIALS:

A. Contractor shall provide products, spare parts, maintenance, and extra materials in quantities specified in the Specifications and in Manufacturer's recommendations.

B. Contractor shall provide County all required Operation and Maintenance Data.

C. Contractor shall provide County with list of equipment information and location. List shall include:
   (1) Device Name
   (2) Manufacturer
   (3) Model Number
   (4) Serial Number
   (5) Location
   (6) IP Address assigned

PART 2 – PRODUCTS Not used.

PART 3 – EXECUTION Not used.

END OF DOCUMENT

DOCUMENT 01 78 23

OPERATION AND MAINTENANCE INSTRUCTIONS

PART 1 – GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Completion of the Work;

B. Special Conditions.

1.02 QUALITY ASSURANCE:

A. Contractor shall prepare instructions and data by personnel experienced in maintenance and operation of described products.

1.03 FORMAT:

A. Contractor shall prepare data in the form of an instructional manual entitled "OPERATIONS AND MAINTENANCE MANUAL & INSTRUCTIONS" ("Manual").

B. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two-inch maximum ring size. When multiple binders are used, Contractor shall correlate data into related consistent groupings. Contractor will provide a digital copy of the complete Operations and Maintenance Manual & Instructions in PDF format.

C. Cover: Contractor shall identify each binder with typed or printed title "OPERATION AND MAINTENANCE MANUAL & INSTRUCTIONS"; and shall list title of Project and identify subject matter of contents.

D. Contractor shall arrange content by systems process flow under section numbers and sequence of Table of Contents of the Contract Documents.

E. Contractor shall provide tabbed fly leaf for each separate product and system, with typed description of product and major component parts of equipment.

F. Text: The content shall include Manufacturer's printed data, or typewritten data on 24-pound paper.

G. Drawings: Contractor shall provide with reinforced punched binder tab and shall bind in with text; folding larger drawings to size of text pages.

1.04 CONTENTS, EACH VOLUME:

A. Table of Contents: Contractor shall provide title of Project; names, addresses, and telephone numbers of the Architect, any engineers, subconsultants, Subcontractor(s), and Contractor with name of responsible parties; and schedule of products and systems, indexed to content of the volume.

B. For Each Product or System: Contractor shall list names, addresses, and telephone numbers of Subcontractor(s) and suppliers, including local source of supplies and replacement parts.

C. Product Data: Contractor shall mark each sheet to clearly identify specific products and component parts, and data applicable to installation. Delete inapplicable information.

D. Drawings: Contractor shall supplement product data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Contractor shall not use Project Record Documents as maintenance drawings.

E. Text: The Contractor shall include all information as required to supplement product data. Contractor shall provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.

F. Warranties and Bonds: Contractor shall bind in one copy of each.

1.05 MANUAL FOR MATERIALS AND FINISHES:

A. Building Products, Applied Materials, and Finishes: Contractor shall include product data, with catalog number, size, composition, and color and texture designations. Contractor shall provide information for re-ordering custom manufactured products.

B. Instructions for Care and Maintenance: Contractor shall include Manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.

C. Moisture Protection and Weather Exposed Products: Contractor shall include product data listing applicable reference standards, chemical composition, and details of installation. Contractor shall provide recommendations for inspections, maintenance, and repair.

D. Additional Requirements: Contractor shall include all additional requirements as specified in the Specifications.

E. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.06 MANUAL FOR EQUIPMENT AND SYSTEMS:

A. Each Item of Equipment and Each System: Contractor shall include description of unit or system, and component parts and identify function, normal operating characteristics, and limiting conditions. Contractor shall include performance curves, with engineering data and tests, and complete nomenclature, and commercial number of replaceable parts.

B. Panelboard Circuit Directories: Contractor shall provide electrical service characteristics, controls, and communications.

C. Contractor shall include color coded wiring diagrams as installed.

D. Operating Procedures: Contractor shall include start-up, break-in, and routine normal operating instructions and sequences. Contractor shall include regulation, control, stopping, shutdown, and emergency instructions. Contractor shall include summer, winter, and any special operating instructions.

E. Maintenance Requirements: Contractor shall include routine procedures and guide for troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.

F. Contractor shall provide servicing and lubrication schedule, and list of lubricants required.

G. Contractor shall include manufacturer's printed operation and maintenance instructions.

H. Contractor shall include sequence of operation by controls manufacturer.

I. Contractor shall provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.

J. Contractor shall provide control diagrams by controls manufacturer as installed.

K. Contractor shall provide Contractor's coordination drawings, with color coded piping diagrams as installed.

L. Contractor shall provide charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.

M. Contractor shall provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

N. Additional Requirements: Contractor shall include all additional requirements as specified in Specification(s).

O. Contractor shall provide a listing in Table of Contents for design data, with tabbed fly sheet and space for insertion of data.

1.08 SUBMITTAL:

A. Contractor shall submit to the County for review two (2) hard copies and one (1) digital copy in PDF format of preliminary draft or proposed formats and outlines of the contents of the Manual within thirty (30) days of Contractor's start of Work.

B. For equipment, or component parts of equipment put into service during construction and to be operated by County, Contractor shall submit draft content for that portion of the Manual within ten (10) days after acceptance of that equipment or component.

C. Contractor shall submit two (2) hard copies and one (1) digital copy in PDF format of a complete Manual in final form prior to final Application for Payment. Copy will be returned with Architect/Engineer comments. Contractor must revise the content of the Manual as required by County prior to County's approval of Contractor's final Application for Payment.

D. Contractor must submit two (2) hard copies and one (1) digital copy in PDF format of revised Manual in final form within ten (10) days after final inspection.

END OF DOCUMENT

DOCUMENT 01 78 36

WARRANTIES

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions including, without limitation, Warranty/Guarantee Information;

B. Special Conditions.

1.02 FORMAT:

A. Binders: Contractor shall use commercial quality, 8-1/2 by 11 inch, three-side rings, with durable plastic covers; two-inch maximum ring size.

B. Cover: Contractor shall identify each binder with typed or printed title "WARRANTIES" and shall list title of Project.

C. Table of Contents: Contractor shall provide title of Project; name, address, and telephone number of Contractor and equipment supplier, and name of responsible principal. Contractor shall identify each item with the number and title of the specific Specification, document, provision, or section in which the name of the product or work item is specified.

D. Contractor shall separate each warranty with index tab sheets keyed to the Table of Contents listing, providing full information and using separate typed sheets as necessary. Contractor shall list each applicable and/or responsible subcontractor(s), supplier(s), and/or manufacturer(s), with name, address, and telephone number of each responsible principal(s).

1.03 PREPARATION:

A. Contractor shall obtain warranties, executed in duplicate by each applicable and/or responsible subcontractor(s), supplier(s), and manufacturer(s), within ten (10) days after completion of the applicable item or work. Except for items put into use with County's permission, Contractor shall leave date of beginning of time of warranty until the date of completion is determined.

B. Contractor shall verify that documents are in proper form, contain full information, and are notarized, when required.

C. Contractor shall co-execute submittals when required.

D. Contractor shall retain warranties until time specified for submittal.

1.04 TIME OF SUBMITTALS:

A. For equipment or component parts of equipment put into service during construction with County's permission, Contractor shall submit a draft warranty for that equipment or component within ten (10) days after acceptance of that equipment or component.

B. Contractor shall submit for County approval all warranties and related documents within ten (10) days after date of completion. Contractor must revise the warranties as required by the County prior to County's approval of Contractor's final Application for Payment.

C. For items of work delayed beyond date of completion, provide updated submittal within ten days after acceptance, listing the date of acceptance as start of warranty period.

END OF DOCUMENT

DOCUMENT 01 78 39

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.01 RELATED DOCUMENTS AND PROVISIONS:

All Contract Documents should be reviewed for applicable provisions related to the provisions in this document, including without limitation:

A. General Conditions, including, without limitation, Documents on Work;

B. Special Conditions.

PART 2 - RECORD DRAWINGS

2.01 GENERAL:

A. The County will provide Contractor with AutoCAD drawing files of the original Contract Drawings, and Microsoft Word documents of the original contract Specifications.

B. Contractor shall maintain at each Project Site one set of marked-up blueline prints and each month, or as otherwise agreed, shall transfer all changes and information to those marked-up blueline prints. Contractor shall submit to the County a PDF of the Project Record Drawings ("As-Builts") showing all changes incorporated into the Work since the preceding monthly submittal. The Record Drawings shall be available at the Project Site. The Contractor shall submit two (2) hard copies and a digital copy in PDF format at the conclusion of the Project following review of the blueline prints.

C. Label and date each Record Drawing "RECORD DOCUMENT" in legibly printed letters.

D. All deviations in construction, including but not limited to pipe and conduit locations and deviations caused by without limitation Change Orders, Construction Claim Directives, RFI's, and Addenda, shall be accurately and legibly recorded by Contractor.

E. Locations and changes shall be done by Contractor in a neat and legible manner and, where applicable, indicated by drawing a "cloud" around the changed or additional information.

2.02 RECORD DRAWING INFORMATION:

A. Contractor shall record the following information:

(1) Locations of Work buried under or outside each building, including, without limitation, all utilities, plumbing and electrical lines, and conduits.

(2) Actual numbering of each electrical circuit.

(3) Locations of significant Work concealed inside each building whose general locations are changed from those shown on the Contract Drawings.

(4) Locations of all items, not necessarily concealed, which vary from the Contract Documents.

(5) Installed location of all cathodic protection anodes.

(6) Deviations from the sizes, locations, and other features of installations shown in the Contract Documents.

(7) Locations of underground work, points of connection with existing utilities, changes in direction, valves, manholes, catch basins, capped stub outs, invert elevations, etc.

(8) Sufficient information to locate Work concealed in each building with reasonable ease and accuracy. In some instances, this may be by dimension, in others, it may be in relation to the spaces in the building near which it was installed.

B. Contractor shall provide additional drawings as necessary for clarification.

C. Contractor shall provide reproducible record drawings, made from final Shop Drawings marked "No Exceptions Taken" or "Approved as Noted."

PART 3 - RECORD SPECIFICATIONS

3.01 GENERAL:

A. Contractor shall mark each section legibly to record manufacturer, trade name, catalog number, and supplier of each Product and item of equipment installed.

PART 4 - MAINTENANCE OF RECORD DOCUMENTS

4.01 GENERAL:

A. Contractor shall store Record Documents apart from documents used for construction:

(1) Provide files and racks for storage of Record Documents.

(2) Maintain Record Documents in a clean, dry, legible condition and in good order.

B. Do not use Record Documents for construction purposes.

END OF DOCUMENT

DOCUMENT 01 79 00

DEMONSTRATION AND TRAINING

PART 1 - GENERAL

1.1 SUMMARY:

1.1.1 This Section includes administrative and procedural requirements for instructing County's personnel, including the following:

1.1.1.1 Demonstration of operation of systems, subsystems, and equipment.

1.1.1.2 Training in operation and maintenance of systems, subsystems, and equipment.

1.1.1.3 Demonstration and training videotapes.

1.1.2 Related Sections include the following:

1.1.2.1 Section 01 31 19 (Project Meetings) for requirements for preconstruction conference.

1.1.2.2 Divisions 2 through 28 Sections for specific requirements for demonstration and training for products in those Sections.

1.2 SUBMITTALS:

1.2.1 Each Component shall be considered a separate submittal for the purposes of this section, and will include 2 training sessions for each system.

1.2.2 Instruction Program: Submit electronically for County review and approval, a Basic System Training Schedule form with the outline of instructional program for demonstration and training, including a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.

1.2.2.1 Once Training Schedule is approved by County, submit three (3) bound hard copies.

1.2.2.2 At completion of training, submit two complete training manual(s) including electronic and hard copies of any presentations or materials used at the training session for County's use. Include sign-in sheet showing all attendees at each training session.

1.2.2.3 Electronic Format: Submit copies in electronic format of each manual on USB drive.

1.2.3 Qualification Data: For each instructor.

1.2.4 Training Video: For each training session, submit electronic video in format directed by the County that captures the full content of the training and is suitable for training of additional personnel.

1.2.5 Attendance Record: For each training session, submit list of participants and length of instruction time.

1.3 QUALITY ASSURANCE:

1.3.1 Instructor Qualifications: A factory-authorized service representative experienced in operation and maintenance procedures and training.

1.3.2 Pre-Instruction Conference: Conduct conference at Project site to comply with Section 01 31 19 (Project Meetings). Review methods and procedures related to demonstration and training including, but not limited to, the following:

1.3.2.1 Inspect and discuss locations and other facilities required for instruction.

1.3.2.2 Review and finalize instruction schedule and verify availability of County staff, educational materials, instructors' personnel, and facilities needed to avoid delays.

1.3.2.3 Review required content of instruction.

1.3.2.4 For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

1.4 COORDINATION:

1.4.1 Coordinate instruction schedule with County's operations. Adjust schedule as required to minimize disrupting County's operations.

1.4.2 Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.

1.4.3 Coordinate content of training modules with content of approved operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by County's Representative.

PART 2 - PRODUCTS

2.1 INSTRUCTION PROGRAM:

2.1.1 Program Structure: Develop an instruction program that includes individual training sessions for each system and equipment not part of a system, as required by individual Specification Sections. Systems and equipment listed below are minimum examples that might apply to the project. Revise to suit Project:

2.1.1.1 Motorized doors, such as overhead coiling doors, overhead coiling grilles and automatic entrance doors.

2.1.1.2 Equipment, such as projection screens, access control, loading dock equipment, waste compactors, security screening, and food-service equipment.

2.1.1.3 Fire-protection systems, such as fire alarm, fire pumps and fire-extinguishing systems.

2.1.1.4 Conveying systems, such as elevators.

2.1.1.5 Heat generation, such as boilers, feedwater equipment, pumps, steam distribution piping and water distribution piping.

2.1.1.6 Refrigeration systems, such as chillers, cooling towers, condensers, pumps and distribution piping.

2.1.1.7 HVAC systems, such as air-handling equipment, air distribution systems, and terminal equipment and devices.

2.1.1.8 HVAC instrumentation and controls.

2.1.1.9 Electrical service and distribution, such as transformers, switchboards, panel boards and motor controls.

2.1.1.10 Packaged engine generators, such as transfer switches.

2.1.1.11 Lighting equipment and controls.

2.1.1.12 Communication systems, such as intercommunication, surveillance, clocks and programming, voice and data, radio, antenna, signage, and audio/video equipment

2.1.1.13 Plumbing equipment, fixtures, valves, pumps, and irrigation.

2.1.1.14 Food service and server equipment.

2.1.1.15 Medical and dental equipment.

2.1.2 Training Sessions: Develop a learning objective and teaching outline for each session. Include a description of specific skills and knowledge that participant is expected to master. For each session, include instruction for the following:

2.1.2.1 Basis of System Design, Operational Requirements, and Criteria: Include the following:

2.1.2.1.1 System, subsystem, and equipment descriptions.

2.1.2.1.2 Performance and design criteria if Contractor is delegated design responsibility.

2.1.2.1.3 Operating standards.

2.1.2.1.4 Regulatory requirements.

2.1.2.1.5 Equipment function.

2.1.2.1.6 Operating characteristics.

2.1.2.1.7 Limiting conditions.

2.1.2.1.8 Performance curves.

2.1.2.2 Documentation: Review the following items in detail:

2.1.2.2.1 Operations manuals.

2.1.2.2.2 Maintenance manuals.

2.1.2.2.3 Project Record Documents.

2.1.2.2.4 Identification systems.

2.1.2.2.5 Warranties and bonds.

2.1.2.2.6 Maintenance service agreements and similar continuing commitments.

2.1.2.3 Emergencies: Include the following, as applicable:

2.1.2.3.1 Instructions on meaning of warnings, trouble indications, and error messages.

2.1.2.3.2 Instructions on stopping.

2.1.2.3.3 Shutdown instructions for each type of emergency.

2.1.2.3.4 Operating instructions for conditions outside of normal operating limits.

2.1.2.3.5 Sequences for electric or electronic systems.

2.1.2.3.6 Special operating instructions and procedures.

2.1.2.4 Operations: Include the following, as applicable:

2.1.2.4.1 Startup procedures.

2.1.2.4.2 Equipment or system break-in procedures.

2.1.2.4.3 Routine and normal operating instructions.

2.1.2.4.4 Regulation and control procedures.

2.1.2.4.5 Control sequences.

2.1.2.4.6 Safety procedures.

2.1.2.4.7 Instructions on stopping.

2.1.2.4.8 Normal shutdown instructions.

2.1.2.4.9 Operating procedures for emergencies.

2.1.2.4.10 Operating procedures for system, subsystem, or equipment failure.

2.1.2.4.11 Seasonal and weekend operating instructions.

2.1.2.4.12 Required sequences for electric or electronic systems.

2.1.2.4.13 Special operating instructions and procedures.

2.1.2.5 Adjustments: Include the following:

2.1.2.5.1 Alignments.

2.1.2.5.2 Checking adjustments.

2.1.2.5.3 Noise and vibration adjustments.

2.1.2.5.4 Economy and efficiency adjustments.

2.1.2.6 Troubleshooting: Include the following:

2.1.2.6.1 Diagnostic instructions.

2.1.2.6.2 Test and inspection procedures.

2.1.2.7 Maintenance: Include the following:

2.1.2.7.1 Inspection procedures.

2.1.2.7.2 Types of cleaning agents to be used and methods of cleaning.

2.1.2.7.3 List of cleaning agents and methods of cleaning detrimental to product.

2.1.2.7.4 Procedures for routine cleaning

2.1.2.7.5 Procedures for preventive maintenance.

2.1.2.7.6 Procedures for routine maintenance.

2.1.2.7.7 Instruction on use of special tools.

2.1.2.8 Repairs: Include the following:

2.1.2.8.1 Diagnosis instructions.

2.1.2.8.2 Repair instructions.

2.1.2.8.3 Disassembly; component removal, repair, replacement and reassembly instructions.

2.1.2.8.4 Instructions for identifying parts and components.

2.1.2.8.5 Review of spare parts needed for operation and maintenance.

PART 3 - EXECUTION

3.1 PREPARATION:

3.1.1 Assemble educational materials necessary for instruction, including documentation and training module. Assemble training sessions into a combined training manual.

3.1.2 Set up instructional equipment at instruction location.

3.2 INSTRUCTION:

3.2.1 Engage qualified instructors to instruct County's personnel to adjust, operate, and maintain systems, subsystems, and associated equipment not part of the system.

3.2.2 Video each instruction program and edit as necessary to provide effective educational material for subsequent staff training.

3.2.3 Scheduling: Provide instruction at mutually agreed on times.

3.2.3.1 Schedule training with County's Representative with at least fourteen (14) Days' advance notice.

3.2.3.2 Fill out and expand, if necessary, the schedule form attached at the end of this section to reflect equipment and systems on the project.

3.2.4 Cleanup: Collect used and leftover educational materials and remove from Project site. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

BASIC SYSTEMS TRAINING SCHEDULE

NOTE: Each system must be cross referenced to the Contract Documents and each component identified.

Spec. Section Number	System/Equipment Description	Plan/Schedule Identifier	Operations & Maintenance Manual Required?	Training Required?

END OF DOCUMENT