

Bid Summary
Fresno County Department of Public Works and Planning

Project: Probation Tenant Improvement
Contract No.: 24-S-03

Bid Opening: 02/20/25
Scheduled Award Date: 04/08/25

Bidders

1. Fortune-Ratliff General Contractors, Inc.
352 West Bedford Suite 107, Fresno, CA 93711

2. GCB1 Builders Inc dba GC Builders*
3003 N. Monroe Ave., Fresno, CA 93723
*Non-responsive bid

3. Rakkar Development and Construction
2038 E Jensen Ave Ste A, Fresno, CA 93706

4. Ardent General, Inc.
2960 N. Burl Ave., Fresno, CA 93727

5. Better Enterprises, Inc.
1148 N Cypress Ave, Fresno, CA 93727-6871

Subcontractors

Mag Engineering, Ro's Precise Painting, Fresno FabTech, Italish Cabinetry, Todd Companies, KC & S Construction Specialties, San Joaquin Glass, DFS Flooring, ASB Construction, ASB Construction, Shelco Industries, DOT Electric, Johnson Fire Protection, A & N Mechanical , T & T Pavement Markings, Celtic Construction, Valley Fence Co., Central Pro Tile

MAG Engineering Inc, Soto Brothers, Chrisp Company, Fresno Fence Connection, Jackson Young Drywall Inc, Fresno Seal & Stripe, San Joaquin Glass Company, TMR Executive Interiors Inc, Todd Companies, WM B Saleh Co, Coast Building Products, Ceiling Experts Inc, Shelco Industries, KC&S Construction Specialties Inc, DFS Flooring, Central Pro Tile Inc, Nolte Sheet Metal Inc, Presidential Fire Protection Inc

Morris Levin & Sons, Applied Finishes, Valley Fence Co., Fresno Seal & Stripe, K-C & S Construction Spealties, Ceiling Experts, Epic Land Surveying Inc., Shelco Industries, Garcia Paving Inc, Michael Surface Solutions Inc, Quality Carpe Design Center Inc, Soto Brothers Custom Concrete, MAG Engineering Inc., Fire Systems Solutions, San Joaquin Glass, C3 Electrical, Pro Tile

Cencal Services, Inc., Meyers Constructors, Inc., John Burns Company, Pyramid Systems, Inc., S J V Empire Glass, Inc., Western Building Materials Co., Ro's Precise Painting, Inc., Central Pro Tile, Inc., Shelco Industries, RJ Commercial Flooring Company, Johnson Fire Protection, JT2, Inc. dba Todd Companies, Nolte Sheet Metal Works, Inc., Infinity Power Solutions, Inc., Anderson Striping & Construction, Inc., Fresno Fence Connection

Gridiron Services, Inc., Meyers Constructors, Inc., Cencal Services, Inc., KC&S Construction Specialties, Inc., San Joaquin Glass Company, Tarlton & Son, Inc., Better Flooring, Inc., Fresno Shelfrac Industries, Inc. dba Shelco Industries, Valley Air Conditioning & Repair, Inc., Pyramid Cabinet Systems, Inc., Cash & Lincoln Fence Co. dba Valley Fence Co., Fresno Seal & Stripe, Inc., John Burns Company, Presidential Fire Protection, Inc., Western Building Materials Co., Cole Electric LLC, Nolte Sheet Metal, Inc.

	Total Bid
Architect's Estimate	\$3,594,472.01
1. Fortune-Ratliff General Contractors, Inc.	\$2,377,711.00
2. GCB1 Builders Inc dba GC Builders	\$2,550,000.00
3. Rakkar Development and Construction	\$2,700,000.00
4. Ardent General, Inc.	\$2,839,000.00
5. Better Enterprises, Inc.	\$2,980,985.00



FORTGEN-01

MVERA

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 License # 0E02096 DiBuduo & DeFendis Insurance Brokers, LLC 6873 N. West Ave, Ste 101 Fresno, CA 93711	CONTACT NAME: Maria Vera PHONE (A/C, No, Ext): (559) 437-6708 FAX (A/C, No): (559) 437-6709 E-MAIL ADDRESS: maria.vera@dibu.com
INSURED Fortune-Ratliff General Contractors, Inc. 352 W Bedford Ave, #107 Fresno, CA 93711	INSURER(S) AFFORDING COVERAGE INSURER A : Mt. Hawley Insurance Company INSURER B : Oregon Mutual INSURER C : State Compensation Insurance Fund INSURER D : StarStone Specialty Insurance Company INSURER E : INSURER F :
	NAIC # 37974 14907 35076 44776

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER: 4

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X		MGL0200980	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			CMO5023924928	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			MXL0439575	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	904019725	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Excess Liability			87534C250ALI	5/7/2025	1/1/2026	Agg/Each Occurrence 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
IF ANY FORMS ARE REFERENCED BELOW OR ATTACHED TO AND PART OF THIS CERTIFICATE, THEY WILL APPLY AS REQUIRED PER WRITTEN CONTRACT OR WRITTEN AGREEMENT BETWEEN THE LISTED PARTIES AND THE INSURED AND ARE SUBJECT TO THE POLICY PROVISIONS. IN THE ABSENCE OF SUCH WRITTEN CONTRACT OR WRITTEN AGREEMENT, THE REFERENCED OR ATTACHED FORMS MAY NOT BE APPLICABLE.

Project: Probation Tenant Improvement

The County of Fresno, its officers, officials, employees and volunteers are named as additional insured as respect to General Liability per company forms CG2010 0815 & CG2037 0816 attached. Waiver of Subrogation applies to General Liability per company form CG2404 1219 attached. 30-day notice of cancellation will follow once received from the Carrier. Per Project Aggregate Endorsement applies per company form CGL2503 0819 attached.

CERTIFICATE HOLDER

CANCELLATION

County of Fresno 2220 Tulare St., 8th Floor Fresno, CA 93721	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
All persons or organizations where required by written contract, signed prior to the date of an "occurrence" or offense.	All Locations
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 by:

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

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

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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.
- C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

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

1. The minimum amount required by any contract or agreement you have entered into to provide additional insured coverage; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

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
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s) (Vendor)	Location And Description Of Completed Operations
All persons or organizations where required by written contract, signed prior to the date of an "occurrence" or offense.	All Locations
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" or "property damage" caused by your negligence 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".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

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

1. The minimum amount required by any contract or agreement you have entered into to provide additional insured coverage; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

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

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

SCHEDULE

Name of Person(s) or Organization(s):

All persons or organizations where required by written contract executed prior to the commencement of your work.

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

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions**:

We waive any right of recovery against the person(s) or organization(s) shown in the Schedule above because of payments we make under this Coverage Part. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person(s) or organization(s) prior to loss. This endorsement applies only to the person(s) or organization(s) shown in the Schedule above.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED CONSTRUCTION PROJECT(S) GENERAL AGGREGATE LIMIT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Project(s):

All Projects

All Designated Construction Project General Aggregate Capped At: \$5,000,000

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

- A.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount of the General Aggregate Limit shown in the Declarations. If there is more than one designated construction project, the Designated Construction Project General Aggregate is subject to an All Designated Construction Project General Aggregate Cap, listed in the Schedule above, which is the most we will pay, regardless of the number of designated "projects."
 2. Subject to the All Designated Construction Project General Aggregate Cap, the Designated Construction Project General Aggregate Limit is the most we will pay for the sum of all damages under **Coverage A**, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under **Coverage C** regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
 3. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project and shall also reduce the All Designated Construction Project General Aggregate Cap. Such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expense continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit and the All Designated Construction Project General Aggregate Cap.

- B.** For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under **Section I – Coverage A**, and for all medical expenses caused by accidents under **Section I – Coverage C**, which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under **Coverage A** for damages or under **Coverage C** for medical expenses shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit or the All Designated Construction Project General Aggregate Cap.
- C.** When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit, the Designated Construction Project General Aggregate Limit, nor the All Designated Construction Project General Aggregate Cap.
- D.** If the applicable designated construction project has been abandoned, delayed, or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the project will still be deemed to be the same construction project.
- E.** The provisions of **Section III – Limits Of Insurance** not otherwise modified by this endorsement shall continue to apply as stipulated.

PROBATION TENANT IMPROVEMENT

200 W PONTIAC WAY, CLOVIS, CA

Contract # 24-S-03

The County of Fresno Department of Public Works and Planning

2220 Tulare St., 8th Floor
Fresno, California 93721

PROJECT MANUAL

Pre-bid Conference: Wednesday, January 22, 2025, 10:00 A.M.

Bid Date: Thursday, February 13, 2025
2:00 P.M. (1400 hours and 00 seconds)

Budget / Account – 8871 / 8150 / 91935



Development Services & Capital Projects Division

Department of Public Works and Planning

CONTRACT # 24-S-03

ADDENDUM 01

Contract # 24-S-03

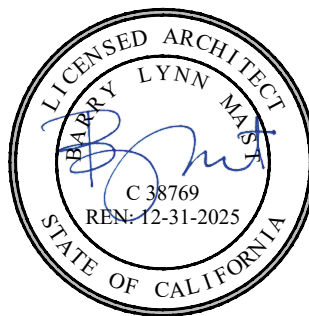
Dated: February 5, 2025

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

PLEASE ACKNOWLEDGE THIS ADDENDUM ON YOUR PROPOSAL. IF YOU HAVE GIVEN THE CONTRACT DOCUMENTS TO SOMEONE ELSE, PLEASE FORWARD THIS ADDENDUM.

2025-02-05

Date Signed



Architect of Record: _____ Barry Mast, Lic.# C-38769

FRESNO COUNTY
Department of Public Works and Planning
Development Services and Capital Projects Division
m/a 2220 Tulare Street, Eighth Floor
Fresno, CA 93721 (559) 600-4536
bmast@fresnocountyca.gov

A. BID FORMS AND CONTRACT CONDITIONS

- a. Section 0001113 Notice to Bidders

DELETE:

**2:00 P.M., (1400 hours and 00 seconds)
Thursday, February 13, 2025**

REPLACE with:

**2:00 P.M., (1400 hours and 00 seconds)
Thursday, February 20, 2025**

- b. Section 002113 Instructions to Bidders

- i. 1.12 Award of Contract, Paragraphs 1-2

1. DELETE:

The award of the contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with all the prescribed requirements. The award, if made, will be within 54 days after the opening of proposals.

If the County finds that it will be unable to award the contract within 54 calendar days after the opening of proposals, the Director may request any or all bidders to extend all terms of their proposal(s) to a specified date. It is possible that additional extensions may subsequently be requested. If a bidder does not elect to extend the terms of their proposal beyond the 54 calendar days following opening of proposals, or does not respond within 10 days to any request for an extension, that bidder's proposal will be deemed as having expired 54 calendar days following opening of the proposals, and that bidder's proposal will not be considered for award of the contract.

REPLACE with:

The award of the contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with all the prescribed requirements. The award, if made, will be within 68 days after the opening of proposals.

If the County finds that it will be unable to award the contract within 68 calendar days after the opening of proposals, the Director may request any or all bidders to extend all terms of their proposal(s) to a specified date. It is possible that additional extensions may subsequently be requested. If a bidder does not elect to extend the terms of their proposal beyond the 68 calendar days following opening of proposals, or does not respond within 10 days to any request for an extension, that bidder's proposal will be deemed as having expired 68 calendar days following opening of the proposals, and that bidder's proposal will not be considered for award of the contract.

B. SPECIFICATIONS

No changes

C. DRAWINGS:

- a. Replace the following sheets as attached. Revision delta 3 changes to the drawings are as follows:
 - i. G-101 – DRAWING LIST, sheet A-106 added.
 - ii. A-102
 - 1. Plan revised and DEMO KEYNOTES, item 14 added to clarify removal of storage and canopy assemblies. Photos included.
 - 2. Strike out item 25 of GENERAL DEMO NOTES. Duplicate of item 19.
 - iii. A-103 – Plan revised and SITE PLAN KEYNOTES, item 44 added to specify new asphalt paving.
- b. Add the following sheet as attached.
 - i. A-106 – PARKING LOT PAVING DETAIL added. See F1/A-106.

D. BID EXPRESS:

- a. Replace Deadline with 02/20/2025 02:00 PM PST
- b. Replace Bid Security Form Section 004313 – 1 (cont.) with Bid Security Form Section 004313 – 2

ADDENDUM 02

Contract # 24-S-03

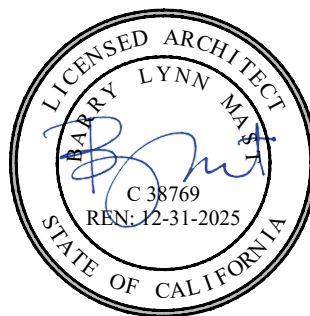
Dated: February 14, 2025

The foregoing documents are amended in the respects as herein set forth. This addendum and the amendments herein shall become part of said documents and of any contract entered into pursuant to said documents.

PLEASE ACKNOWLEDGE THIS ADDENDUM ON YOUR PROPOSAL. IF YOU HAVE GIVEN THE CONTRACT DOCUMENTS TO SOMEONE ELSE, PLEASE FORWARD THIS ADDENDUM.

2025-02-14

Date Signed



Architect of Record: _____ Barry Mast, Lic.# C-38769

FRESNO COUNTY
Department of Public Works and Planning
Development Services and Capital Projects Division
m/a 2220 Tulare Street, Eighth Floor
Fresno, CA 93721 (559) 600-4536
bmast@fresnocountyca.gov

A. BID FORMS: PAPER

- a. Section 0002113 Instructions to Bidders
1.06. SUBMISSION OF PROPOSAL

DELETE: A Electronic Bid Submittal

The bidder has the option to submit the bid for this Project electronically. The bidder must either attach an electronic bid bond or provide an original bid bond (or other form of bid security authorized by Public Contract Code Section 20129(a)), prior to the bid opening.

Bidders submitting online may use one of the accepted electronic sureties (Tinubu Surety or Surety 2000) to submit their bid bond; or may submit cash, cashier's check, certified check, or a bidder bond to Design Services at 2220 Tulare St., Seventh Floor, Fresno, CA 93721. Those submitting bid bonds directly to Design Services must submit their bid bond:

1. Under sealed cover
2. Marked as a bid-bond
3. Identifying the contract number and the bid opening date on the cover

If necessary, please e-mail DesignServices@fresnocountyca.gov or call (559) 353-4919 or (559) 600-4543, so that arrangements may be made to hand deliver your bid bond. Each proposal shall be submitted in a sealed envelope labeled to clearly indicate the contract and contents.

REPLACE with: A. Electronic Bid Submittal

The bidder has the option to submit the bid for this Project electronically. The bidder must either attach an electronic bid bond or provide an original bid bond (or other form of bid security authorized by Public Contract Code Section 20129(a)), prior to the bid opening.

Bidders submitting online may

1. use one of the accepted electronic sureties (Tinubu Surety or Surety 2000) to submit their bid bond; or
2. attach to the online bid a scan of a notarized paper bid, followed by delivery of the original paper notarized bidder's bond by the admitted surety insurer so that it is received by Design Services no later than 4:00 PM on the fifth (5th) calendar day after the bid opening.; or
3. submit cash, cashier's check, certified check, or a bidder bond so that it is received by Design Services prior to the bid opening.

Hardcopy bid bonds shall be

- submitted in a sealed envelope
- addressed to "Department of Public Works and Planning, Office of the Design Engineer" and
- labeled with
 - the name of the bidder,
 - contract number,
 - name of the project, and
 - the statement "Do Not Open Until The Time Of Bid Opening – BID BOND."

The address for hand delivery is listed in the Notice to Bidders for the bid opening (Seventh Floor, Fresno County Plaza Building, 2220 Tulare St., Fresno, CA 93721). The address for delivery by mail is Sixth Floor, Fresno County Plaza Building, 2220 Tulare Street, Fresno, CA 93721).

B. BID FORMS: BID EXPRESS

Bid Security Form Section 004313 – 1 replaced with Bid Security Form
Section 004313 - 1A and replaced Required Documents with Required Documents A.
Updated to add the option of attaching a scan of a notarized paper bid bond.

C. CONTRACT CONDITIONS

No changes

D. SPECIFICATIONS

No changes

E. DRAWINGS

- a. Sheet A-103
 - i. SITE PLAN KEYNOTES, item 35. Revise to indicate 24-foot-wide gate assembly. Provide sliding gate to match materials, height, and appearance of adjacent steel fence. Provide a reinforced concrete grade beam along entire length of sliding gate track.
 - ii. Provide new concrete curb and asphalt patch adjacent to parking stall 151 at north PUBLIC PARKING area. See also SITE DEMOLITION PLAN, detail A2/A-102.
 - iii. Provide new concrete curb and asphalt patch adjacent to parking stall 25 at south REAR GATE PARKING. See also SITE DEMOLITION PLAN, detail A2/A-102.
- b. Sheet A-105
 - i. Detail E1.
 - 1. Provide security mesh on secure side of swing gate and 16" minimum wide on secure side of fence at latch to prevent access to egress hardware.
 - 2. Revise to provide 3" square posts instead of 3" diameter posts.
 - ii. Detail A9. Revise to provide 6" high wheel stop per keynote 32, SITE PLAN KEYNOTES, sheet A-103.
- c. Sheet A-201.1, PARTIAL GROUND FLOOR DEMOLITION PLAN, detail A2. Replace keynote 6 in (E) VIP ROOM [149] to indicate ceiling tile and grid shall be removed and replaced.
- d. Sheet A-201.2, PARTIAL SECOND FLOOR DEMOLITION PLAN, detail G2. Delete keynote 5 at rooms 202 thru 218. Existing carpet and base to remain.
- e. Sheet A-202.1, PROPOSED PARTIAL GROUND FLOOR PLAN "A", detail A2. Provide level 3 ballistic rated fiberglass panel below windows behind new gypsum board, typical full width of window from sill to floor.
- f. Sheet A-203.0, GROUND FLOOR REFLECTED CEILING DEMO PLAN, detail J2. Replace keynote 1 at room between grids 7.9 and 8.0 and between grids E and F

(Existing VIP Room 149) to indicate ceiling tile and grid shall be removed and replaced.

- g. Sheet A-601
 - i. DOOR OPENING SCHEDULE & LEGEND, detail H2
 - 1. Delete DOOR TYPE C
 - 2. Revise DOOR SCHEDULE as follows:
 - a. MARK 04, revise to DOOR TYPE B
 - b. MARK 05, revise to DOOR TYPE B
 - 3. Revise HARDWARE SCHEDULE as follows:
 - a. SET #1. Delete hinge specification. Center pivot hinges in narrow stile single glaze swing door to be provided as part of storefront entry system to match existing. Contractor shall verify.
 - b. Set #4. Delete surface closer. Provide surface mounted automatic door operator compatible with push-button actuator specified.
 - ii. FINISH LEGEND, FLOORING, F3. Revise to indicate basis of design as daltile Keystones Colorbody Porcelain 2x2 Mosaic or similar. Color to be selected from manufacturer standard palette.

SECTION 000107 - COUNTY ADOPTION AND ACKNOWLEDGEMENT & SEALS

PROBATION TENANT IMPROVEMENT

Contract # 24-S-03

Ernest "Buddy" Mendes, Chairman
Garry Bredefeld, Vice Chairman
Brian Pacheco
Luis Chavez
Nathan Magsig

4th District
2nd District
1st District
3rd District
5th District

Paul Nerland, County Administrative Officer

Steve White

Digitally signed by Steve White
Date: 2025.01.14 16:14:38
-08'00'

Steven E. White, Director
Department of Public Works and Planning

01-13-2025

Date Signed



Architect: _____ Barry Mast, License #C-38769

FRESNO COUNTY
Department of Public Works and Planning
Development Services and Capital Projects Division
m/a 2220 Tulare Street, Eighth Floor
Fresno, CA 93721 (559) 600-4536
bmast@fresnocountyca.gov

CONTRACT # 24-S-03

PROBATION TENANT IMPROVEMENT
CLOVIS, CA

COUNTY ADOPTION AND
ACKNOWLEDGMENT & SEALS
SECTION 000107 - 2

1-13-2025

Date Signed



Architectural Consultant: _____

Robina Wright, License #C32283

Robina Wright Architects & Associates

448 East Olive Ave.

Fresno, CA 93728

(559) 307-7232

robina@robinawrightarchitect.com

CONTRACT # 24-S-03

PROBATION TENANT IMPROVEMENT
CLOVIS, CA

COUNTY ADOPTION AND
ACKNOWLEDGMENT & SEALS
SECTION 000107 - 3

01/13/2025

Date Signed



Mechanical Engineer Consultant:

Joelon D. Chinn, License #M35784

JNL Mechanical Design
2050 North Winery Ave., Ste 101
Fresno, CA 93703
(559) 656-1170

CONTRACT # 24-S-03

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BOARD OF SUPERVISORS

COUNTY OF FRESNO

STATE OF CALIFORNIA

NOTICE TO BIDDERS

Sealed proposals will be received at:

<https://www.bidexpress.com/businesses/36473/home>

and at the Fresno County Department of Public Works and Planning, Office of the Design Engineer, Seventh Floor, Fresno County Plaza Building, 2220 Tulare Street, Fresno, CA 93721 until

**2:00 P.M., (1400 hours and 00 seconds)
Thursday, February 13, 2025**

at which time the bidding will be closed.

If you have any questions about bid submission, please contact us at DesignServices@fresnocountyca.gov or call (559) 353-4919 or (559) 600-4543.

Promptly following the closing of the bidding all timely submitted bids will be publicly opened and viewable via a livestream (the link for which will be posted at <http://www.fresnocountyca.gov/planholders>) for construction in accordance with the project specifications therefor, to which special reference is made as follows:

PROBATION TENANT IMPROVEMENT

200 W. PONTIAC WAY, CLOVIS, CA

Contract No. 24-S-03

The work to be done, in general, consists of a tenant improvement to an existing 39,609 square foot two-story office building for the Probation Department. Exterior work includes resealing and restriping of the existing parking, security fencing, and accessibility upgrades to the path of travel and barrier removal. Interior work includes office remodel, ceiling and lighting replacement, and restroom renovations. The work does not include the 64,252 square foot high bay warehouse attached to the office building.

A pre-bid conference will be held at 10:00 a.m., on January, 22, 2025. A discussion of the project will be held and the project site will be open for examination. Contractors should meet at 200 W. Pontiac Way, Clovis, CA 93612. Attendance at the pre-bid is **mandatory** for prime contractors; attendance by subcontractors is encouraged, but not required. The scheduled pre-bid will be the only opportunity for prospective bidders to visit the site in

Contract: #24-S-03

the presence of County staff, and requests for individual site visits with County staff will not be granted.

This project is subject to the contracting requirements and implementing regulations as amended in Title 13, Section 2449 General Requirements for In-Use Off-Road Diesel-Fueled Fleets, of the California Code of Regulations (13 CCR § 2449(i)). Bidders must submit a valid Certificate of Reported Compliance (CRC) issued by the California Air Resources Control Board at the time of bidding. Bidders are responsible for submitting their listed subcontractors' CRCs and any supporting documentation within five (5) calendar days of bid opening. Failure to submit the required CRCs may render a bid non-responsive.

Bidders may fill out a Request to be Added to Planholders list:

<https://www.fresnocountyca.gov/Departments/Public-Works-and-Planning/Construction-Bidding-Opportunities/Request-to-Be-Added-to-the-Planholders-List-Form>

Requesters will then be listed as a planholder for the project on the website and receive notifications and addenda issued for the project.

Prospective bidders may also select the project on <https://www.bidexpress.com/businesses/36473/home>. Those that demonstrate interest in the project will be added to the planholders list, and receive notifications and addenda issued for the project.

Electronic copies, in ".pdf" file format, of the official project plans and specifications, bid books and proposal sheets, as well as cross sections and such additional supplemental project information as may be provided, are available to view, download, and print at <http://www.fresnocountyca.gov/planholders>.

If a bidder is unable to submit a bid via Bid Express, Bid Books, which contain bid proposal sheets necessary to submit a bid, may be obtained within the Project Manual/Specifications documents posted on the Fresno County website.

Electronic bids shall be submitted via the Bid Express website. Hardcopy bids shall be submitted in a sealed envelope addressed to the Department and labeled with the name of the bidder, contract number, name of the project, the contract number, and the statement "Do Not Open Until the Time of Bid Opening."

Bid security in the amount of ten (10) percent of the amount of the bid, and in the form of a bid bond issued by an admitted surety insurer licensed by the California Department of Insurance, cash, cashier's check or certified check shall accompany the bid. You must either attach an electronic bid bond or provide an original bid bond (or other form of bid security authorized by Public Contract Code section 20129(a)), prior to the bid opening. Bid security shall be made in favor of the County of Fresno.

Hardcopy bid bonds shall be submitted in a sealed envelope addressed to the Department and labeled with the name of the bidder, the name of the project and the statement "Do Not Open Until the Time of Bid Opening – BID BOND"

A Summary of Bids and a list of subcontractors for the apparent low bidder will be posted at the above listed website, generally within 24 hours of the Bid Opening.

The apparent lowest bidder shall submit a Cost Distribution of the bid, otherwise known as a "Schedule of Values," (refer to Section 002113 Instructions to Bidders 1.16 Post-Bid / Pre-Award Information and Requirements) within eight (8) days of the Bid Opening.

All requests for substitutions (refer to Section 2.45, Substitution of Materials in the General Conditions) and questions regarding this project shall be in writing and shall be received by the Department of Public Works and Planning, Design Division, no later than 2:00 P.M. on the tenth (10th) calendar day prior to bid opening. All substitution requests and questions received after this deadline will not receive a response unless the Department of Public Works and Planning elects to issue an addendum to revise the bid opening date. In the event that the bid opening date is revised, the deadline for questions will be extended to no later than 2:00 P.M. on the tenth (10th) calendar day before the revised bid opening date. Questions shall be submitted on the "Request for Clarification" form provided on the project website at:

<http://www.fresnocountyca.gov/Departments/Public-Works-and-Planning/Construction-Bidding-Opportunities/24-S-03-DBH-Probation-Tenant-Replacement/Request-for-Clarification-Form>

Any changes to, or clarification of, the Contract documents and specifications, including approved substitutions, shall be in the form of a written addendum issued to planholders of record. Questions that prompt a change or clarification shall be included in the addendum with the subsequent answer.

Any oral explanation or interpretations provided with regard to this project are not binding.

No contract will be awarded to a contractor who has not been licensed in accordance with the provisions of the Contractors State License Law, California Business and Professions Code, Division 3, Chapter 9, as amended, or whose bid is not on the proposal form included in the contract document. A valid California Contractor's License, **Class B (General Building)**, is required for this project.

Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates in the county, or counties, in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wages are set forth in the General Prevailing Wage Rates for this project, available at County of Fresno, Department of Public Works and Planning, 2220 Tulare Street, Sixth Floor, Fresno CA 93721-2104 and available from the California Department of Industrial Relations' Internet web site at <http://www.dir.ca.gov/DLSR/PWD>. Future effective general prevailing wage

rates, which have been predetermined and are on file with the California Department of Industrial Relations are referenced but not printed in the general prevailing wage rates.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

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

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 section 1725.5.

This contract is subject to state contract nondiscrimination and compliance requirements pursuant to Government Code, Section 12990.

Bids are required for the entire work described herein. Bids will be compared on the basis of the total lump sum bid.

In addition to the bid bond required by law of all bidders on public works projects, the successful bidder shall furnish a faithful performance bond, a payment bond and a warranty bond in accordance with the provisions of Section 2.36 of the General Conditions.

The successful bidder shall furnish a faithful performance bond in the amount of 100 percent of the contract amount and a payment bond in the amount of 100 percent of the contract amount. Each bond specified in this Notice (bid bond, faithful performance bond and payment bond) shall meet the requirements of all applicable statutes, including but not limited to those specified in Public Contract Code section 20129 and Civil Code section 3248.

Each bond specified in this Notice shall be issued by a surety company designated as an admitted surety insurer in good standing with and authorized to transact business in this state by the California Department of Insurance, and acceptable to the County of Fresno. Bidders are cautioned that representations made by surety companies will be verified with the California Department of Insurance. Additionally, the County of Fresno, in its discretion, when determining the sufficiency of a proposed surety company, may require the surety company to provide additional information supported by documentation. The County generally requires such information and documentation whenever the proposed surety company has either a Best's Key Rating Guide of less than **A** and a financial size designation of less than **VIII**. Provided, however, that the County expressly reserves its right to require all information and documentation to which the County is legally entitled from any proposed surety company.

PROBATION TENANT IMPROVEMENT
CLOVIS, CA.

NOTICE TO BIDDERS
SECTION 0001113- 5

Pursuant to Public Contract Code Section 22300, substitution of securities for any moneys withheld by the County of Fresno to ensure performance under the contract shall be permitted.

The Board of Supervisors reserves the right to reject any or all bids.

Board of Supervisors, County of Fresno

Paul Nerland, County Administrative Officer

Bernice E. Seidel, Clerk to the Board

Issue Date: January 14, 2025

Contract: #24-S-03

INSTRUCTIONS TO BIDDERS

1.01 EXPLANATION TO BIDDERS

An explanation desired by bidders regarding the meaning or interpretation of the bid documents must be requested in writing no later than 10 days prior to the bid opening.

Oral explanations given before the award of the contract will not be binding. Any interpretation made will be in the form of an addendum to the bid documents, said addendum will only be issued by the County's Director of Public Works and Planning ("Director"). Any addenda or supplemental information will be published on the Fresno County website at <https://www.fresnocountyca.gov/planholders> and the planholders of record will be notified.

1.02 EXAMINATION OF PLANS, SPECIFICATIONS, SPECIAL PROVISIONS AND SITE OF WORK

The bidder is required to examine carefully the proposal, plans, specifications, special provisions, and contract forms for submitting a proposal. It is mutually agreed that the submission of a proposal shall be considered prima facie evidence that the bidder has made such examination and is satisfied with the conditions to be encountered in performing the work and as to the requirements of the plans, specifications, and special provisions of the contract documents.

1.03 PROPOSAL GUARANTEE

The bidder shall furnish a proposal guarantee, consisting of a bid bond, cash, certified check, or cashier's check, for ten percent (10%) of the total amount bid, including additives.

If security is provided in the form of a certified check or cashier's check, the County may make such disposition of same as will accomplish the purpose for which submitted. Checks deposited by unsuccessful bidders will be returned as soon as practicable after the bid opening.

1.04 PREPARATION OF PROPOSALS

The bidder shall prepare a proposal on the blank proposal form furnished by the County.

The bidder's proposal shall be executed by the individual, by one or more partners of the partnership, or by one or more of the officers of the corporation submitting it. If the proposal is made by an individual, a name and post office address must be shown. If made by a partnership, the name of each member of the partnership must be shown. If made by a corporation, the proposal must show the name of the state under which the corporation was chartered and the name of the president, vice president, secretary and treasurer.

1.05 SUBCONTRACTORS

Every person submitting a bid to perform the work called for in the bid request shall set forth in this bid:

- A. The name and the location of the place of business, and the California contractor's license number, and the public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, of each subcontractor who will perform work or labor or render service to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half (1/2) of one percent (1%) of the general contractor's total bid; and
- B. The portion of the work which will be done by each subcontractor.

The attention of bidders is directed to the provisions of Public Contract Code Section 4100 et seq which set forth the consequences and possible penalties which may result from a failure to comply strictly with the foregoing requirements for listing of subcontractors.

1.06 SUBMISSION OF PROPOSAL

A. Electronic Bid Submittal

The bidder has the option to submit the bid for this Project electronically. The bidder must either attach an electronic bid bond or provide an original bid bond (or other form of bid security authorized by Public Contract Code Section 20129(a)), prior to the bid opening.

Bidders submitting online may use one of the accepted electronic sureties (Tinubu Surety or Surety 2000) to submit their bid bond; or may submit cash, cashier's check, certified check, or a bidder bond to Design Services at 2220 Tulare St., Seventh Floor, Fresno, CA 93721. Those submitting bid bonds directly to Design Services must submit their bid bond:

1. Under sealed cover
2. Marked as a bid-bond
3. Identifying the contract number and the bid opening date on the cover

If necessary, please e-mail DesignServices@fresnocountyca.gov or call (559) 353-4919 or (559) 600-4543, so that arrangements may be made to hand deliver your bid bond.

Each proposal shall be submitted in a sealed envelope labeled to clearly indicate the contract and contents.

B. Bid Submittal by Personal Delivery or by Mail

The bidder has the option to submit the bid by personal delivery or by mail. The bidder shall specify, on the blank Proposal form, a lump sum price in both words and figures for each bid item, including alternates, additives and supplemental items. If the bid is not submitted electronically, then all words and figures shall be written on the Proposal form in ink. In the case of a discrepancy between the prices written in words and those written in figures,

the written words shall govern. The bidder's proposal shall be signed in ink by the individual executing the bid on behalf of the bidder.

The required Proposal Guarantee must accompany the proposal.

When sent by mail, a sealed proposal must be addressed to the Fresno County Department of Public Works and Planning, Office of the Design Engineer, Sixth Floor, Fresno County Plaza Building, 2220 Tulare Street, Fresno, CA 93721. All proposals shall be filed prior to the time and at the place specified in the NOTICE TO BIDDERS. Proposals received after the time for opening of the proposals will be returned to the bidder unopened.

1.07 IRREGULAR PROPOSALS

Proposals that do not conform to bid requirements may be rejected as nonresponsive. Proposals shall be considered irregular and may be rejected for various reasons, including but not limited to the following:

- A. The proposal forms furnished by the County are not used or are altered.
- B. There are unauthorized additions, conditional or alternate proposals or irregularities of any kind which tend to make the proposal incomplete or indefinite.
- C. The bidder adds any provision reserving the right to accept or reject an award, or to enter into a contract pursuant to an award.
- D. The bid fails to contain a price for each bid component.

1.08 DISQUALIFICATION OF BIDDERS

Any one or more of the following may be considered to constitute sufficient cause for disqualification of a bidder and rejection of that bidder's proposal:

- A. More than one proposal for the same work from an individual, partnership or corporation.
- B. Evidence of collusion among bidders. Participants in such collusion will receive no recognition as bidders for any future work of the County until such participant shall have been reinstated as a qualified bidder.
- C. Lack of competency or inadequate machinery, plant or other equipment as considered necessary to perform this project, as may be revealed by financial statement if required.
- D. Unsatisfactory performance record as shown by past work for the County, judged from the standpoint of workmanship and progress.
- E. Prior commitments or obligations which in the judgment of the County might hinder or prevent the prompt completion of the work.

- F. Failure to pay, or satisfactorily settle, all bills due for labor or materials which remain pending under any former contract(s) at the time of submittal of the bid for this project.
- G. Failure to comply with any prequalification requirements of the County.
- H. Failure to furnish full amount of Proposal Guarantee with bid or failure to sign bid bond.

1.09 WITHDRAWAL OR REVISION OF PROPOSALS

A bidder may, without prejudice, withdraw a proposal after it has been deposited, provided the request for such withdrawal is received in writing before the time set for opening proposals. The request shall be executed by the bidder or the bidder's duly authorized representative and shall include the name of the individual authorized to receive the withdrawn proposal. Said individual shall be required to present photo identification prior to withdrawing the proposal. The bidder may then submit a revised proposal provided it is received prior to the time set for opening proposals.

1.10 PUBLIC OPENING OF PROPOSALS

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

1.11 BID PROTEST PROCEDURE / RELIEF OF BIDDER

A. BID PROTEST PROCEDURE

Any bid protest must be submitted in writing and delivered by the Bidder by either of the following means: (1) via e-mail to DesignServices@fresnocountyca.gov; or (2) via certified mail, return receipt requested to the following address: Design Division, Department of Public Works and Planning, 2220 Tulare Street, Sixth Floor, Fresno, CA 93721.

The bid protest must be received no later than 5:00 p.m. of the seventh (7th) calendar day following the deadline for submittal of the specific bid document(s) placed at issue by the protest. Any Bidder filing a protest is encouraged to submit the bid protest via e-mail, because the deadline is based on the Department's receipt of the bid protest. A bid protest accordingly may be rejected as untimely if it is not received by the deadline, regardless of the date on which it was postmarked. The Bidder's compliance with the following additional procedures also is mandatory:

The initial protest document shall contain a complete statement of the grounds for the protest, including a detailed statement of the factual basis and any supporting legal authority.

The protest shall identify and address the specific portion of the document(s) forming the basis for the protest.

The protest shall include the name, address and telephone number of the person representing the protesting party.

The Department will provide a copy of the initial protest document and any attached documentation to all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

The Board of Supervisors will issue a decision on the protest. If the Board of Supervisors determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract awards.

The procedure and time limits set forth herein are mandatory and are the Bidder's sole and exclusive remedy in the event of a bid protest. Failure by the Bidder to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including the subsequent filing of a Government Code Claim or legal proceedings.

B. RELIEF OF BIDDER

A bidder who claims a mistake in their bid must follow the procedures in Public Contract Code Section 5100 et seq in seeking relief of their bid.

1.12 AWARD OF CONTRACT

The award of the contract, if it is awarded, will be to the lowest responsible bidder whose proposal complies with all the prescribed requirements. The award, if made, will be within 54 days after the opening of proposals.

If the County finds that it will be unable to award the contract within 54 calendar days after the opening of proposals, the Director may request any or all bidders to extend all terms of their proposal(s) to a specified date. It is possible that additional extensions may subsequently be requested. If a bidder does not elect to extend the terms of their proposal beyond the 54 calendar days following opening of proposals, or does not respond within 10 days to any request for an extension, that bidder's proposal will be deemed as having expired 54 calendar days following opening of the proposals, and that bidder's proposal will not be considered for award of the contract.

The successful bidder will be notified in writing, by letter mailed to the address shown on their proposal, that their bid has been accepted and that they have been awarded the contract.

The right is reserved by the County to reject any or all proposals, to waive technicalities (such as immaterial bid irregularities), to advertise for new proposals, or to proceed to do this work otherwise, if in the judgment of the awarding authorities the best interests of the County will be promoted thereby.

1.13 CANCELLATION OF AWARD

The awarding authority reserves the right to cancel the award of any contract at any time before the execution of said contract by all parties without any liability against the County.

1.14 CONTRACT BONDS

The bidder to whom the award is made shall, within ten days, enter into a written contract with the County. The bidder shall forfeit the Proposal Guarantee in case the bidder does not follow through with execution of the written contract within ten days after the contract is awarded.

The successful bidder shall furnish a faithful performance bond in the amount of 100 percent (100%) of the contract amount and a payment bond in the amount of 100 percent (100%) of the contract amount, and one-year Warranty Bond in the amount of 10 percent (10%) of the contract amount. Said bonds shall be submitted in triplicate.

The payment bond shall contain provisions such that if the Contractor or their subcontractors shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the contract, or (b) any amounts required to be deducted, withheld and paid over to the Employment Development Department and to the Franchise Tax Board from the wages of the employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these amounts. In case suit is brought upon the payment bond, the surety will pay a reasonable attorney's fee to be fixed by the court.

The contract form is attached hereto for the Contractor's information only. Execution of the contract by the successful bidder will not be required until after the bid award is made. Liability and Workers Compensation Insurance requirements shall be as set forth in the Agreement.

1.15 BUILDERS RISK INSURANCE

The Contractor shall obtain and maintain in force Builder's Risk Insurance against loss or damage from all perils. The policy shall cover the entire structure on which the work of this contract is to be done, up to the full insurable value thereof (except that if the contract is for remodeling, alteration, repair, or maintenance, then the policy shall cover the value of the contract therefore), including items of labor and materials connected therewith on the site, materials in place or to be used as part of the permanent construction including materials stored and partially paid for by the County as provided in Division 00-General Conditions, surplus materials, shanties, protective fences, bridges, or temporary structures, miscellaneous materials and supplies incident to the work, and such scaffolding, stagings, towers, forms and equipment as are not owned or rented by the Contractor, the cost of which is included in the cost of the work. EXCLUDED: This insurance does not cover any tools owned by mechanics, any tools, equipment, scaffolding, staging, towers, and forms owned or rented by the Contractor, the capital value of which is not included in the cost of the work, or any structures erected for the Contractor's administration of the project.

All subcontractors shall be insured to the extent of their portion of the work under the Contractor. The Contractor shall request, and is responsible to confirm with its insurer, that

the County and all subcontractors are named, both as additional insured and as additional loss payees, on the Builder's Risk insurance policy. The County, Contractor, and all subcontractors waive all rights, each against the others, for damages arising from perils covered by the insurance required under the terms of this article, except such rights as they may have to the proceeds of the Builder's Risk insurance obtained and maintained by the Contractor. The Contractor shall file a certificate of such insurance with the County upon issuance of the policy, and with any subcontractors upon its request.

1.16 POST-BID / PRE-AWARD INFORMATION

Within eight (8) calendar days after bid opening, the apparent low bidder shall submit the following information to the DesignServices@fresnocountyca.gov:

- a. A cost distribution of the bid, with costs shown for major items of work as defined by either the project specification index, the Uniform Construction Index (UCI), or other method as appropriate for the project and approved by the Engineer.
- b. The cost distribution shall distinguish between work to be done by the bidder's own forces and work that will be subcontracted (including those who are to furnish materials or equipment fabricated to a special design); all subcontractors shall be named, regardless of the dollar amount of subcontracted work. Bidders' attention is also directed to California Public Contract Code Section 4100 et seq regarding subcontracting.

The County reserves the right to reject any proposed subcontractor, installer, or supplier who cannot show satisfactory evidence of meeting the qualifications required by the specification documents. In the event of such rejection, the apparent low bidder shall, within five working days, submit the name and qualifications of a replacement subcontractor, installer, or supplier satisfactory to the County. Such replacement submittal shall be in accordance with all specification requirements.

No adjustment of bid prices shall be made in the event of such replacement.

This information may be used in the evaluation of bids. If the project is awarded, the cost distribution will be used in determining amounts payable on progress payments and final payment.

The County may request that bidders other than the apparent low bidder submit similar cost distribution or qualification information, for the purpose of evaluating bids.

Upon completion of the bid evaluation process, cost distributions or qualification information submitted by other than the apparent low bidder will be returned upon request.

END OF SECTION

BIDDERS' CHECKLIST (BUILDING CONTRACTS)

Because of numerous technical irregularities resulting in rejected proposals for projects, the following checklist is offered for the bidders' information and use in preparing the proposal. This checklist is not to be considered as part of the contract documents. Bidders are cautioned that deleting or not submitting a form supplied in the bid documents (even if the form does not require signature) may result in an irregular bid.

PROPOSAL/BID SHEET (Section 004213)

Bidder name on each sheet. Price for each item including: each additive, deductive, supplemental or alternate items. Make no additions such as "plus tax", "plus freight", or conditions such as "less 2% if paid by 15th". Use ink or typewriter. Acknowledge addenda.

BID SECURITY FORM - Read the Notices and Notes (Section 004313)

Indicate type of bid security provided.
Provide contract license information.

State business name and if business is a:

Corporation - list officers

Partnership - list partners

Joint Venture - list members

If Joint Venture members are corporations or partnerships, list their officers or partners.

Individual - list Owner's name and firm name style

Signature of Bidder –BID MUST BE SIGNED!

Corporation - by an officer

Partnership - by a partner

Joint Venture - by a member

Individual - by the Owner

If signature is by a Branch Manager, Estimator, Agent, etc., the bid must be accompanied by a power of attorney authorizing the individual to sign bids, otherwise the bid may be rejected.

Business Address - Firm's Street Address

Mailing Address - P.O. Box or Street Address

BID SECURITY (PROPOSAL GUARANTEE)

Ten percent (10%) of the total amount bid (to include supplemental or additive items).

Type of Bid Security:

Cash - Not recommended; cash is deposited in a clearing account and is returned to bidders by County warrant. This process may take several weeks.

Cashier's or Certified Checks - Will be held until the bid is no longer under consideration. If submitted by a potential awardee, they will be returned when the contract bonds are submitted and approved.

Bid Bonds - Must be signed by the bidder and by the attorney-in-fact for the bonding company. Signature of attorney-in-fact should be notarized and the bond should be accompanied by bonding company's affidavit authorizing attorney-in-fact to execute bonds. An unsigned bid bond will be cause for rejection. If the bid is submitted electronically, then the bidder must either attach an electronic bid bond or provide an original bid bond (or other form of bid security authorized by Public Contract Code Section 20129(a)), prior to the bid opening, as more thoroughly specified in the Instructions to Bidders, Section 1.04.A ("Electronic Bid Submittal").

SUBCONTRACTOR LIST (Section 004336)

One firm for each type of work to be subcontracted. Fill out as completely as possible. Name and location of place of business, California contractor's license number, public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, and description of work to be performed are required to be listed for each subcontractor in accordance with Public Contract Code section 4104.

NON-COLLUSION DECLARATION (Section 004519)

Must be completed, signed, and returned with bid.

TITLE 13 CARB CERTIFICATION (Section 004556)

Contractors, if applicable, must submit valid Certificates of Reported Compliance with their bid. Subcontractor certificates will be due no later than 4:00 PM on the fifth (5th) calendar day after the bid opening if not submitted with the bid.

GUARANTY OF WORK (Section 006536)

Does not need to be submitted with the bid. (Must be signed and submitted by the successful bidder together with the executed contract and requisite bonds and insurance certificates, within ten days after award of the Project.)

OTHER

If the bid forms have been removed from the specifications booklet, staple the pages together.

Make sure the bid envelope is sealed and shows the project name, bid package and contract number.

If the bid is mailed, allow sufficient time for postal delivery prior to the bid closing time. Bids received after the scheduled time will be returned unopened. Be sure the statement "**DO NOT OPEN UNTIL TIME OF BID OPENING**" is on the envelope.

END OF SECTION

General Info

Total:

\$2,377,711.00

Number	Description
24-S-03	Probation Tenant Improvement 200 W. Pontiac Way
Deadline	
02/20/2025 02:00 PM PST	The work to be done, in general, consists of a tenant improvement to an existing 39,609 square foot office building for the Probation department. Exterior work includes resealing and restriping of the existing parking, security fencing, and accessibility upgrades to the path of travel and barrier removal. Interior work includes office remodel, ceiling and lighting replacement, and restroom renovations. The work does not include the high bay warehouse attached to the office building.
Vendor	
Fortune-Ratliff General Contractors, Inc.	
Submitted	Allows zero unit prices and labor
02/20/2025 01:58 PM PST	No
Signed by	Allows negative unit prices and labor
Adam Myles Account Holder Adam Myles	No
Opened	
02/20/2025 02:13 PM PST By ilianamartinez@fresnocountyca.gov	

Attachment List

County of Fresno - Project Website
RFC form, bid opening details, any Supplemental Information
including RFC responses, Pre-bid Conference information, etc.

Project Manual (3 MB)
Specifications

Plans (29 MB)
Drawings

Addendum 1
Addendum 1

Addendum 1 - Plan Sheets
Addendum 1 - Plan Sheets

Addendum 2
Addendum 2

Proposal to the County of Fresno

Contract Name: **Probation Tenant Improvement**

Contract No.: **24-S-03**

Fund / Subclass / Org / Account / Program or Memo No.: **0400 / 8871 / 8150 / 91935**

Work to be performed: The work to be done, in general, consists of a tenant improvement to an existing 39,609 square foot office building for the Probation department. Exterior work includes resealing and restriping of the existing parking, security fencing, and accessibility upgrades to the path of travel and barrier removal. Interior work includes office remodel, ceiling and lighting replacement, and restroom renovations. The work does not include the high bay warehouse attached to the office building.

The work to be done is shown on a set of Specifications, entitled "Probation Tenant Improvement," the special provisions entitled "Specifications for Tenant Improvement Pontiac," and Plans, entitled "Proposed Tenant Improvement".

Building No.: **663**

Project Address:

200 W. Pontiac Way

Clovis, CA 93612

If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, each issued by a surety satisfactory to the Awarding Authority, within ten (10) days after the award of the contract, the Awarding Authority, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the County.

The undersigned, as bidder, declares that all addenda issued with respect to this bid have been received and incorporated into this Proposal. The bidder's signature on this Proposal also constitutes acknowledgement of all addenda.

The undersigned, as bidder, declares that the only persons, or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has carefully examined the annexed proposed form of contract, and the plans therein referred to; and the bidder proposes and agrees if this proposal is accepted, that the bidder will contract with the County of Fresno to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the County as therein set forth, and that the bidder will take in full payment therefor the following lump sum price, to-wit:

Proposal Form Section 004213 – 2 Bid Sheet

\$2,377,711.00

Item No.	Item Description	Item Price	Extension
1	Base Bid	\$2,377,711.00	\$2,377,711.00
			Total: \$2,377,711.00

Proposal Section 004213 - 2 Acknowledgement of Addendum

Type N/A if no addenda were issued. Click "+" to add additional fields.

Addendum No. *

1

Dated *

2/5/25

Type N/A if no addenda were issued. Click "+" to add additional fields. 1

Addendum No. *

2

Dated *

2/14/25

Bid Security Form Section 004313 - 1A

Accompanying this proposal is security (check one only) in an amount equal to at least ten percent (10%) of the total amount of the bid:

Bond Percentage

10.00%

Guarantee Method *

Paper Bid Bond, Certified
Check, Cashier's Check,
Cash, Scan of Paper Bid
Bond

Paper Bid Bond, Certified Check, Cashier's Check, Cash, Scan of Paper Bid Bond

Confirmation *

I have provided a Paper Bid Bond for 10.00% of the bid total amount, to the public works office, prior to the solicitation deadline.

If Cash Security, Enter Amount

You must either attach an electronic bid bond here or provide an original bid bond (or other form of bid security authorized by Public Contract Code Section 20129(a)), **prior to** the bid opening.

Bid Security Form Section 0014313 - 2

The names of all persons interested in the foregoing proposal as principals are as follows:

Business Name *

Fortune-Ratliff General Contractors, Inc.

Note: If bidder or other interested person is a corporation, state legal name of corporation. If bidder is a co-partnership, state true name of firm.

Business Owners and Officers Names *

Adam Myles VP, Allen Fortune President, Allen Jones
Secretary/Treasurer

Note: If bidder or other interested person is:

- a corporation, list names of the president, secretary, treasurer and manager thereof*
- a partnership, list names of all individual co-partners composing firm.*
- an individual, state first and last name in full.*

Names of Owners and Key Employees *

Adam Myles, Owner
Allen Fortune
Allen Jones

Note: List majority owners of your firm. If multiple owners, list all. Also include anyone, including key employees, who are actively promoting the contract. (SB1439)

Licensed in accordance with an act providing for the registration of Contractors:

Class *	Contractor License Number *	Expires *
B, C-8	496147	8/31/26

DIR Registration Number *

1000005076

Business Address *

352 West Bedford Suite 107, Fresno, CA 93711

Mailing Address

PO Box 26944 Fresno, CA. 93720

Business Phone *

(559) 432-1306

Fax Number**Email Address ***

adamm@fortuneratliff.com

Signature of Bidder *

Adam Myles

Dated *

2/20/25

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, bidder signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Owner prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Subcontractors List Section 004336 - 1

SUBCONTRACTORS

The following named subcontractor(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the total bid presented herewith. Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board. Submission of subcontractor's name, location of business and description of work, California contractor's license number and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, all are REQUIRED, by Section 4104 of the California Public Contract Code, to be submitted prior to bid opening. (The "location of business" must specify the city in which the subcontractor's business is located, and the state if other than California.) All other requested information shall be submitted, either with the bid or within 24 hours after bid opening.

Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board.

FAILURE TO LIST SUBCONTRACTORS AS DIRECTED MAY RENDER THE BID NON-RESPONSIVE, OR MAY RESULT IN ASSESSMENT OF A PENALTY AGAINST THE BIDDER IN ACCORDANCE WITH SECTION 4110 OF THE CALIFORNIA PUBLIC CONTRACT CODE.

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields.

Subcontractor: *

Mag Engineering

Business Address *

PO Box 8442, Fresno, CA 93747

Class

License No. *

1033270

DIR Registration No. *

1000058093

Item No. or Description of Work *

DIV 2 - Demolition Bldg/Site

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 1

Subcontractor: *

Ro's Precise Painting

Business Address *

1816 Industrial Way, Sanger, CA 93657

Class

License No. *

757058

DIR Registration No. *

1000000284

Item No. or Description of Work *

DIV 3 - Polished Concrete Finishing & DIV 9 - Interior Painting

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 2

Subcontractor: *

Fresno FabTech

Business Address *

1035 K St., Sanger, CA 93657

Class

License No. *

534626

DIR Registration No. *

1000933235

Item No. or Description of Work *

DIV 5 - Pipe & Tube Railings

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 3

Subcontractor: *

Italish Cabinetry

Business Address *

1925 Broadway St., Fresno, CA 93721

Class

License No. *

1043233

DIR Registration No. *

1000872119

Item No. or Description of Work *

DIV 6 - P/L Arch Cabinets & Countertops & DIV 10 Waterproof Wall Panel System

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 4

Subcontractor: *

Todd Companies

Business Address *

PO Box 6820, Visalia, CA 93290

Class

License No. *

788798

DIR Registration No. *

1000002649

Item No. or Description of Work *

Plumbing

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 5

Subcontractor: *

KC & S Construction Specialties

Business Address *

432 Bitritto Way, Unit 3, Modesto, CA 95356

Class

License No. *

1048604

DIR Registration No. *

1000063244

Item No. or Description of Work *

DIV 8 - HM Doors, Frames & Finish Hardware

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 6

Subcontractor: *

San Joaquin Glass

Business Address *

2150 E. McKinley, Fresno, CA 93703

Class

License No. *

248167

DIR Registration No. *

1000010471

Item No. or Description of Work *

DIV 8 - Bullet Resistant Windows & Storefront Doors

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 7

Subcontractor: *

DFS Flooring

Business Address *

5468 E. Lamona Ave., Fresno, CA 93727

Class

License No. *

999046

DIR Registration No. *

1000006695

Item No. or Description of Work *

DIV 9 - Carpet Tile/TS Rubber Base/Stair Tread

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 8

Subcontractor: *

ASB Construction

Business Address *

1148 N. Michelle Drive, Dinuba, CA 93618

Class

License No. *

1057664

DIR Registration No. *

1000569239

Item No. or Description of Work *

DIV 9 - Gypsum Board/Metal Studs

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 9

Subcontractor: *

ASB Construction

Business Address *

1148 N. Michelle Drive, Dinuba, CA 93618

Class

License No. *

1057664

DIR Registration No. *

1000569239

Item No. or Description of Work *

DIV 9 - Acoustical Ceilings

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractors List Section 004336 - 2

Optional: Vendor is not required to complete.

SUBCONTRACTORS

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields.

Subcontractor: *
Shelco Industries

Business Address *
5425 E. Home, St 101, Fresno, CA 93727

Class

License No. *
423565

DIR Registration No. *
1000007336

Item No. or Description of Work *
DIV 10 - Toilet Compartments/Toilet Accessories

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 1

Subcontractor: *
DOT Electric

Business Address *
1115 E. Oakmont, Fresno, CA 93730

Class

License No. *

935959

DIR Registration No. *

1000008270

Item No. or Description of Work *

Electrical, Low Voltage, Fire Alarm

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 2

Subcontractor: *

Johnson Fire Protection

Business Address *

432 N. Elko, Visalia, CA 93291

Class

License No. *

9450801

DIR Registration No. *

1000022773

Item No. or Description of Work *

DIV 21 - Fire Sprinkler System

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 3

Subcontractor: *

A & N Mechanical

Business Address *

2024 Janna Ave., Modesto, CA 95350

Class

License No. *

1126705

DIR Registration No. *

2000006883

Item No. or Description of Work *

DIV 23 - HVAC Smoke Detectors/Ducting Modifications

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 4

Subcontractor: *

T & T Pavement Markings

Business Address *

3276 W. Sussex Way, Fresno, CA 93722

Class

License No. *

687921

DIR Registration No. *

1000046338

Item No. or Description of Work *

DIV 32 - Striping, Signs, Bumpers

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 5

Subcontractor: *

Celtic Construction

Business Address *

2491 N. Miami, Fresno, CA 93727

Class

License No. *

770330

DIR Registration No. *

1000021833

Item No. or Description of Work *

DIV 32 - Asphalt Paving, Patch, Clean & Seal, Site Concrete & Truncated Domes

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 6

Subcontractor: *

Valley Fence Co.

Business Address *

3505 Lind Ave., Clovis, CA 93612

Class

License No. *

2373348

DIR Registration No. *

1000000118

Item No. or Description of Work *

DIV 32 - Decorative Metal Fences & Gates

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 7

Subcontractor: *

Central Pro Tile

Business Address *

13799 Road 35, Madera, CA 93636

Class

License No. *

1003131

DIR Registration No. *

1001003777

Item No. or Description of Work *

DIV 9 - Ceramic Tile

Dollar Amount: **OR** **Percentage of Total Bid:**

Email Address:

Non-Collusion Declaration Section 004519 - 1

CONTRACT: PROBATION TENANT IMPROVEMENT

CONTRACT NO.: 24-S-03

To the County of Fresno:

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID *

The undersigned declares:

I am the (Choose one of the following options): *

Owner

If Corporate Officer please list Title:

Vice President

of (Business Name): *

Fortune-Ratliff General Contractors, Inc.

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, and has not paid, and will not pay, any person or entity for that purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

Date: *

2/20/25

at City, State: *

Fresno, California

Signature: *

Adam Myles

(See Title 23 United States Code Section 112; Calif Public Contract Code Section 7106)

***NOTE:** Completing, signing, and returning the Non-Collusion Declaration is a required part of the Proposal. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Title 13 CARB Certification Section 004556 - 1

In conformance with Title 13 § 2449(i), bidders will be required to attach copies of valid Certificates of Reported Compliance for the fleet selected for the contract and their listed subcontractors.

Before May 15th of each year, the prime contractor must collect a new valid Certificate of Reported Compliance for the current compliance year, as defined in section 2449(n), from all fleets that have an ongoing contract with the prime contractor as of March 1 of that year. Prime contractors must not write contracts to evade this requirement. Annual renewals must be provided to the Resident Engineer at least one week prior to the expiration date of the current certificate.

<https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements>

Choose all that apply:

- ☐ Bidder’s Certificate of Reported Compliance has been attached to the bid.
- ☒ Bidder does not have a fleet subject to this regulation as outlined in Section 2449(i)(1)-(4).
- ☒ Listed subcontractors’ certificates have been attached or will be submitted within five (5) calendar days of the bid opening.
- ☐ The following subcontractors do not have a fleet subject to this regulation as outlined in Section 2449(i)(1)-(4):

Subcontractors

FAILURE TO PROVIDE THE CERTIFICATES OF REPORTED COMPLIANCE AS DIRECTED MAY RENDER THE BID NON-RESPONSIVE.

Guaranty Section 006536 - 1

Optional: Vendor is not required to complete.

CONTRACT NO: 24-S-03

This guaranty shall be executed by the successful bidder in accordance with Section 2.32 of the General Conditions. The bidder may execute the guaranty on this page at the time of submitting the bid or may, in the alternative, submit it with the insurance certificates and bonds within ten (10) days after award.

G U A R A N T Y

To the Owner: County of Fresno

The undersigned guarantees the construction and installation of the following work included in this project:

ALL WORK

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with each individual Work Order Detailed Scope of Work and specifications, due to any of the above causes, all within 365 calendar days after the date on which the Work under this contract is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such material and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with his or her obligations under this guaranty, the Owner shall be entitled to all costs and expenses reasonably incurred by reason of said failure or refusal.

Date: *

No bid

Name (Printed): *

No bid

Signature: *

No bid

Title: *

No bid

Contractor: *

No bid

Required Documents - A

Name	Omission Terms	Submitted File
CARB Certification of Reported Compliance - Bidder Valid CARB Certification of Reported Compliance - Bidder	Does not have a fleet subject to this regulation.	I am not enclosing this document because the omission terms have been met.
CARB Certification(s) of Reported Compliance - Subcontractors Valid CARB Certification(s) of Reported Compliance - Subcontractors	Due by 4pm on the 5th calendar day after bid opening or no listed subcontractors have a fleet subject to this regulation.	I am not enclosing this document because the omission terms have been met.
Electronic Bid Bond - Scan of Bid Bond Scan of Notarized Paper Bid Bond with original due by 4pm on the 5th calendar day after the bid opening.	I have already provided a bid bond, i.e. through an electronic Surety above or to the public works office prior to the deadline.	FC Probation Tenant Improvement-Bid Bond FR.pdf
3 Required Documents		

Additional Documents (use if needed)

Name	Omission Terms	Submitted File
Not Required - Extra Space if needed Not Required - Extra Space if needed	Not Required - Extra Space if needed	I am not enclosing this document because the omission terms have been met.
Not Required - Extra Space if needed Not Required - Extra Space if needed	Not Required - Extra Space if needed	I am not enclosing this document because the omission terms have been met.
Not Required - Extra Space if needed Not Required - Extra Space if needed	Not Required - Extra Space if needed	I am not enclosing this document because the omission terms have been met.
3 Required Documents		

AGREEMENT

THIS AGREEMENT is made at Fresno, in Fresno County, California, by and between Fortune-Ratliff General Contractors, Inc., hereinafter "Contractor", and the County of Fresno, hereinafter "Owner".

WITNESSETH, the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor, equipment and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, materialmen, subcontractors, artisans, machinists, teamsters, and laborers required for:

PROBATION TENANT IMPROVEMENT Contract No. 24-S-03

Located at 200 W. Pontiac Way, Clovis, California, all in strict compliance with the plans, drawings, and specifications therefore prepared by the Director of the Fresno County Department of Public Works and Planning and his authorized representatives, hereinafter called the Project Manager, and other contract documents relating thereto.

ARTICLE II. The Contractor and the Owner agree that the Advertisement (Notice to Bidders), the Wage Scale, the Proposal hereto attached, the Instructions to Bidders, the General Conditions of the contract, the Technical Specifications, the Drawings, and the Addenda and Bulletins thereto, the Contract Bonds and Certificates of Liability and Workers Compensation Insurance, and the Contract Change Orders, together with this Agreement form the Contract Documents, and they are as fully a part of the contract as if hereto attached or herein repeated. The Specifications and Drawings are intended to cooperate so that any work exhibited in the drawings and not mentioned in the specifications, or vice versa, is to be executed the same as if both are mentioned in the specifications and set forth in the drawings, to the true intent and meaning of the said drawings and specifications when taken together. Provided, however, that no part of said specifications that is in conflict with any portion of this Agreement, or that is not actually descriptive of the work to be done thereunder, or of the manner in which the said work is to be executed, shall be considered as any part of this Agreement, but shall be utterly null and void, and anything that is expressly stated, delineated or shown in or upon the specifications or Detailed Scope of Work shall govern and be followed, notwithstanding anything to the contrary in any other source of information or authority to which reference may be made.

ARTICLE III. The Contractor agrees that the work under the contract shall be completed as determined by the Owner within ONE HUNDRED TWENTY (120) CALENDAR DAYS from the date shown in the Notice to Proceed. Time of performance shall be deemed as of the essence hereof and it is agreed that actual damages to the Owner from any delay in completion beyond the date provided for herein, or any extension thereof until the work is completed or accepted, shall be all provable damages plus liquidated damages in the amount of ONE THOUSAND 00/100 DOLLARS (\$1,000.00) per day; that said liquidated damage was arrived at by a studied estimate of loss to the Owner in the event of a delay considering the following damage items which are extremely difficult or impossible to determine: Additional construction expense resulting from delay of completion including, but not limited to, engineering, inspection, rental and utilities; provided, however, the Owner may conditionally accept the work and occupy and

use the same if there has been such a degree of completion as shall in its opinion render the same safe, fit and convenient for the use for which it is intended and in such cases the Contractor and Surety shall not be charged for liquidated damages for any period subsequent to such conditional acceptance and occupation by the Owner but Owner may assess actual damages caused by failure of total completion during such period. The time during which the Contractor is delayed in said work by the acts or neglects of the Owner or its employees or those under it by contract or otherwise, or by the acts of God which the Contractor could not have reasonably foreseen and provided for, or by storms and inclement weather which delays the work, or by any strikes, boycotts, or like obstructive action by employee or labor organizations, or by any general lockouts or other defensive action by employers, whether general, or by organizations of employers, shall be added to the time for completion as aforesaid.

ARTICLE IV. COMPENSATION: The Owner agrees to make payments on account thereof as provided in the General Conditions in the total amount of **TWO MILLION THREE HUNDRED SEVENTY-SEVEN THOUSAND SEVEN HUNDRED ELEVEN AND 00/100 DOLLARS (\$2,377,711.00)** in current funds for the performance of the contract which sum is computed as follows: **TOTAL BID LUMP SUM.**

ARTICLE V. The Contractor and the Owner agree that changes in this Agreement or in the work to be done under this Agreement shall become effective only when written in the form of a supplemental agreement or change order and approved and signed by the Owner and the Contractor. It is specifically agreed that the Owner shall have the right to request any alterations, deviations, reductions, or additions to the contract, plans, and/or specifications and the amount of the cost thereof shall be added to or deducted from the amount of the contract price aforesaid by fair and reasonable valuations thereof.

This contract shall be deemed completed when the work is finished in accordance with all Contract Documents as amended by such changes. No such change or modification shall release or exonerate any surety upon any guaranty or bond given in connection with this contract.

ARTICLE VI. In the event of a dispute between the Owner or Project Manager and the Contractor as to an interpretation of any of the specifications or as to the quality of sufficiency of material or workmanship, the decision of the Project Manager shall for the time being prevail and the Contractor, without delaying the job, shall proceed as directed by the Project Manager without prejudice to a final determination by negotiation, arbitration by mutual consent or litigation and should the Contractor be finally determined to be either wholly or partially correct, the Owner shall reimburse him for any added costs he may have incurred by reason of work done or material supplied beyond the terms of the contract as a result of complying with the Project Manager's directions as aforesaid. In the event the Contractor shall neglect to prosecute the work properly or fail to perform any provisions of this contract, the Owner, after three days' 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 to the Contractor, subject to final settlement between the parties as in this paragraph hereinabove provided.

ARTICLE VII. TERMINATION: If the Contractor should be adjudged a bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he or any of his subcontractors should persistently violate any of the provisions of the contract, or if he should persistently or repeatedly refuse or should fail,

except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper material, or if he should fail to make prompt payment to subcontractors or for material or labor or persistently disregard laws, ordinances or the instructions of the Project Manager, then the Owner may, upon the certificate of the Project Manager, when sufficient cause exists to justify such action, serve written notice upon the Contractor and his surety of its intention to terminate the contract, such notice to contain the reasons for such intention to terminate the contract, and unless within five (5) days after the serving of such notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the contract shall, upon the expiration of said five days, cease and terminate.

In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within ten (10) days after the serving upon it of notice of termination does not give the Owner written notice of its intention to take over and perform the contract or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable for the account and at the expense of the Contractor, and the Contractor and his surety shall be liable to the Owner for any excess cost occasioned the Owner thereby, and in such event the Owner may without liability for so doing, take possession of and utilize in completing the work, such materials, appliances, plant and other property belonging to the Contractor as may be on the site or the work and necessary therefore. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and damage incurred through the Contractor's default, shall be certified by the Project Manager.

ARTICLE VIII. The Contractor and his subcontractors shall comply with Sections 1770 – 1780 of the California Labor Code and the provisions of Sections 2.52 and 2.55 of the General Conditions concerning the payment of wages to all workers and mechanics, and the employment and payment of apprentices by the Contractor or any subcontractor for all work performed under this Agreement.

ARTICLE IX. The Contractor and his subcontractors shall comply with Sections 1810 to 1815 of the California Labor Code and the provisions of Section 2.51 of the General Conditions, concerning hours of work and payment of overtime compensation for all work performed under this Agreement.

The Board of Supervisors hereby specifies that portions of the work can only be performed outside the regular working hours as defined in the applicable collective bargaining agreement filed with the Director of Industrial Relations in accordance with Labor Code Section 1773.1, and that the overtime requirements for Saturdays, and holidays are hereby waived for these portions of the work, as more particularly described in the specifications. However, this exemption shall not negate the overtime provisions specified in Labor Code Section 1815.

ARTICLE X. INDEMNIFICATION: To the fullest extent permitted by law, Contractor agrees to and shall indemnify, save, hold harmless and at County's request, defend County and its officers, agents and employees, and the Project Manager and their respective officers, agents and

employees, from any and all costs and expenses, attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to County, or the Project Manager in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement, and from any and all costs and expenses, attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement. In addition, Contractor agrees to indemnify County for Federal, State of California and/or local audit exceptions resulting from non-compliance herein on the part of Contractor.

In any and all claims against the County, the Project Manager, or any of their respective officers, agents or employees, initiated 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 indemnification obligation set forth in the immediately preceding paragraph 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 workmen's compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE XI. INSURANCE: Without limiting the Owner's right to obtain indemnification from Contractor or any third parties, Contractor, at its sole expense, in accordance with the provisions of Section 2.40 of the General Conditions, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement, excepting only those policies for which a longer term is specified:

A. Course of Construction (Builder's All Risk) Insurance, with scope and amount of coverage as specified in Section 2.40 E.1 of the General Conditions.

B. Commercial General Liability Insurance, with scope and amount of coverage as specified in Section 2.40 E.2 of the General Conditions.

C. Automobile Liability Insurance, with scope and amount of coverage as specified in Section 2.40 E.2 of the General Conditions.

D. Professional Liability Insurance, with scope and amount of coverage as specified in Section 2.40 E.3 of the General Conditions.

E. Worker's Compensation Insurance, with scope and amount of coverage as specified in Section 2.40 E. 4 of the General Conditions.

The Certificate of Insurance shall be issued in triplicate, to the County of Fresno, and all other participating agencies, whether or not said agencies are named herein, who contribute to the cost of the work or have jurisdiction over areas in which the work is to be performed and all officers and employees of said agencies while acting within the course and scope of their duties and responsibilities.

ARTICLE XII. MISCELLANEOUS PROVISIONS:

1. AUDITS AND INSPECTIONS: The Contractor shall at any time during business hours, and as often as the Owner may deem necessary, make available to the Owner for examination all of its records and data with respect to the matters covered by this Agreement. The Contractor shall, upon request by the Owner, permit the Owner to audit and inspect all of such records and data necessary to ensure Contractor's compliance with the terms of this Agreement. If this Agreement exceeds ten thousand dollars (\$10,000.00), Contractor shall be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code Section 8546.7).

2. INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under this Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor officers, agents and employees, will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the Owner. Contractor and Owner shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters of the subject thereof. Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to Owner's employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, Contractor shall be solely responsible and save Owner harmless from all matters related to payment of Contractor's employees, including compliance with social security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement, Contractor may be providing services to others unrelated to the Owner or to this Agreement.

3. DISCLOSURE OF SELF-DEALING TRANSACTIONS: This provision is only applicable if the Contractor is operating as a corporation (a for-profit or non-profit corporation) or if during the term of the agreement, the Contractor changes its status to operate as a corporation. Members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under this agreement. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Self-Dealing Transaction Disclosure Form, attached hereto as Exhibit A and incorporated herein by reference, and submitting it to the Owner prior to commencing with the self-dealing transaction or immediately thereafter.

ARTICLE XIII. The Contractor represents that he has secured the payment of Workers Compensation in compliance with the provisions of the Labor Code of the State of California and Paragraphs B.3, C.3 and E.4 of Article 2.40 of the General Conditions, and will continue so to comply with such statutory and contractual provisions for the duration and entirety of the performance of the work contemplated herein.

PROBATION TENANT IMPROVEMENT
CLOVIS, CA

AGREEMENT
SECTION 005213 - 6

This Contract, **24-S-03**, was awarded by the Board of Supervisors on April 08, 2025. It has been reviewed by the Department of Public Works and Planning and is in proper order for signature of the Chairman of the Board of Supervisors.

IN WITNESS WHEREOF, they have executed this Agreement this 14th day of May, 2025

Fortune-Ratliff General Contractors, Inc.
(CONTRACTOR)

COUNTY OF FRESNO
(OWNER)

By: 

Name: Adam Hyles

Title: Vice President

By: 

Ernest "Buddy" Mendes, Chairman
of the Board of Supervisors of the
County of Fresno

ATTEST:

Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of
California

By: 

Deputy

FOR ACCOUNTING USE ONLY
VARIOUS ORGS.
0400 / 8871 / 8150 / 91935

END OF SECTION

CONTRACT # 24-S-03

SELF-DEALING TRANSACTION DISCLOSURE FORM

In order to conduct business with the County of Fresno (hereinafter referred to as "County"), members of a corporation's board of directors of the Consultant, must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be utilized for purposes of completing this disclosure form.

INSTRUCTIONS

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.
- (5) Form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

N/A

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to):			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code 5233 (a):			
(5) Authorized Signature			
Signature:		Date:	

**PROBATION TENANT IMPROVEMENT
CONTRACT NO: 24-S-03**

This guaranty shall be executed by the successful bidder in accordance with Section 2.32 of the General Conditions. The bidder may execute the guaranty on this page at the time of submitting the bid or may, in the alternative, submit it with the insurance certificates and bonds within ten (10) days after award.

GUARANTY

To the Owner: County of Fresno

The undersigned guarantees the construction and installation of the following work included in this project:

ALL WORK

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after the date on which this contract is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such material and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with their obligations under this guaranty, the Owner shall be entitled to all costs and expenses reasonably incurred by reason of said failure or refusal.

Name (Printed): Adam Hyles

Signature: 

Title: Vice President

Date: 4/14/25

Contractor: Fortune-Ratiff General Contractors Inc

END OF SECTION

GENERAL CONDITIONS

2.01 IDENTIFICATION OF CONTRACT

- A. The Agreement shall be signed by the Contractor and the Owner.
- B. The Contract Documents are defined in ARTICLE II of the Agreement.
- C. The Contract Documents form the Contract for Construction ("Contract"). This Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification as defined above. The Contract Documents shall not be construed to create any contractual relationship of any kind between the Architect of record and the Contractor, but the Architect of record shall be entitled to performance of the obligations of the Contractor intended for their benefit and to enforcement thereof. Nothing contained in the Contract Documents shall create any contractual relationship between the Owner and any Subcontractor or Sub-subcontractor.

2.02 EXECUTION, CORRELATION, AND INTENT OF CONTRACT DOCUMENTS

- A. The Contract Documents are complementary and anything called for by one shall be supplied as if called for by all, providing it comes clearly within the scope of the Contract.
- B. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work. Words and abbreviations that have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.
- C. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with the local conditions under which the Work is to be performed, and has correlated personal observations with the requirements of the Contract Documents.
- D. All work and material shall be the best of the respective kinds specified or indicated. Should any workmanship or materials be required that are not directly or indirectly called for in the Contract Documents, but which nevertheless are necessary for proper fulfillment of the obvious intent thereof, said workmanship or materials shall be the same for similar parts that are detailed, indicated or specified, and the Contractor shall understand the same to be implied and provide for it in his/her tender as if it were particularly described or delineated.

2.03 OWNERSHIP AND USE OF DOCUMENTS

All Contract Documents and copies thereof furnished shall remain the property of the Owner. With the exception of one (1) contract set for each party to the Contract, such documents are to be returned by Contractor or suitably accounted for to the Owner upon request at the completion of the Work. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's common law copyright or other reserved rights. The Owner's use of the documents will not increase the Architect's design liability beyond the Project and the site for which the design was originally intended.

2.04 DEFINITIONS

The following words, or variations thereof, as used in these documents have meanings as defined:

- A. The Work – The Work comprises the completed construction required of the Contractor by the Contract Documents, and includes all labor, materials, equipment and services necessary to produce such construction, and all materials, other permits and equipment incorporated or to be incorporated in such construction.
- B. The Project – The collective improvements to be constructed by the Contractor pursuant to the construction of the Sheriff Substation, Vehicle/Evidence Storage building, parking, and associated site improvements for Fresno County.
- C. Owner – The County of Fresno, State of California, as represented by the Fresno County Board of Supervisors and so named in the Agreement. The term Owner additionally includes the Owner's authorized representative (also known as the Project Manager) for this Project.
- D. Architect of record – The Owner and his/her authorized representative, as defined in Section 2.04C, or a duly California licensed Architect.
- E. Contractor – When used in the General Conditions refers to person(s) or entity (partnership or corporation) so named in Agreement and when used in the body of the Specifications, refers to the Contractor for that specific work, whether it be the General Contractor, Subcontractor, or other Contractor. The term Contractor means the Contractor or the Contractor's authorized representative.
- F. Subcontractor – Person, persons, entity, co-partnership or corporation having direct contract with Contractor to perform any of the Work at the site. The term Subcontractor means a Subcontractor or a Subcontractor's authorized representative. The term Subcontractor does not include any separate contractor or any separate contractor's subcontractors.

- G. Sub-subcontractor – Person, persons, entity, co-partnership or corporation having a direct or indirect contract with a Subcontractor to perform any of the Work at the site (i.e. a second-tier, third-tier or lower-tier Subcontractor). The term Sub-subcontractor means a Sub-subcontractor or an authorized representative thereof.
- H. Notice to Proceed – A written notice issued by the Owner directing the Contractor to proceed with construction activities to complete the Project.
- I. Technical Specifications – Contains the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- J. Days – All days shall be measured in calendar days unless specifically noted otherwise in these documents or referenced codes.
- K. Year – One year shall be measured in terms of 365 calendar days.

2.05 SPECIFICATIONS AND DRAWINGS

- A. Precedence – Anything mentioned in the Specifications and not shown on the Drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both. Subject to Section 2.02, in cases of discrepancy concerning dimension, quantity and location, the Drawings shall take precedence over the Specifications. Explanatory notes on the Drawings shall take precedence over conflicting drawn indications. Large scale details shall take precedence over smaller scale details and figured dimensions shall take precedence over scaled measurement. Where figures are not shown, scale measurements shall be followed but shall in all cases be verified by measuring actual conditions of Work already in place. In cases of discrepancy concerning quality and application of materials and non-technical requirements over materials, the specifications shall take precedence over Drawings.
- B. Division of Specifications – For convenience of reference and to facilitate the letting of independent contracts, this specification may be separated into certain sections; such separation shall not operate to oblige the Owner, Architect or Professional Consultant to establish the limits of any contract between the Contractor and Sub-Contractor each of whom shall depend upon his/her own contract stipulations. The General Conditions apply with equal force to all work, including extra work.
- C. Governing Factors – Dimensions figured on drawings shall be followed in every case in preference to scale of drawings.

- D. Discrepancies – Should the Contractor, at any time, discover a discrepancy in a drawing or specification, or any variation between dimensions on drawings and measurements at site, or any lacking of dimensions or other information, he/she shall report at once to the Project Manager requesting clarification and shall not proceed with the work affected thereby until such clarification has been made. If the Contractor proceeds with work affected by such discrepancies, without having received such clarification, he/she does so at his/her own risk. Any adjustments involving such circumstances made by the Contractor, prior to approval by the Project Manager, shall be at the Contractor's risk and the settlement of any complications or disputes arising therefrom shall be at the Contractor's sole expense and Contractor shall indemnify, hold harmless and defend Owner, Owner's representatives, and Project Manager from any liability or loss with respect to said adjustments.
- E. Scope of Drawings – The drawings shall be held to determine the general character of the Work as well as its details. Parts not detailed shall be constructed in accordance with best standard practice for work of this class, so as to afford the requisite strength and logically complete the parts they compose. Where it is obvious that a drawing illustrates only a part of a given work or of a number of items, the remainder shall be deemed repetitious and so construed. The Contractor shall be responsible for all errors made in using any drawings which have been superseded.
- F. Shop Drawings, Product Data and Samples –
1. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or any Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work. Product Data are 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. Samples are physical examples that illustrate materials, equipment or workmanship, and establish standards by which the work will be judged.
 2. The Contractor shall prepare, review, approve and submit to the Project Manager, with reasonable promptness and in such sequence as to cause no delay in the Work or in the work of the Owner or any separate contractor, all Shop Drawings, Product Data and Samples required by the Contract Documents.
 3. By preparing, approving and submitting Shop Drawings, Product Data and Samples, the Contractor represents that the Contractor has determined and verified all materials, field measurements and field construction criteria related thereto, or will do so with reasonable promptness, and has checked and coordinated the information contained within such submittals with the requirements of the Work, the Project, the Work Order and the Contract Documents.

4. The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Architect's review of Shop Drawings, Product Data or Samples, unless the Contractor has specifically informed the Project Manager in writing of such deviation at the time of submission and the Architect has reviewed the specific deviation. The Contractor shall not be relieved from responsibility for errors or omissions in the Shop Drawings, Product Data or Samples by the Architect's review of them.
5. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications. The cost of such certifications shall be borne by the Contractor. Owner may elect to have an independent certification performed at its own expense. The Owner shall have final approving authority for performance-based items.
6. The Contractor shall direct specific attention, in writing or on resubmitted Shop drawings, Product Data, or Samples, to revisions other than those requested by the Architect on previous submittals.
7. No portion of the Work requiring submission of a Shop Drawing, Product Data or Sample shall be commenced until the submittal has been reviewed by the Architect. All such portions of the Work shall be in accordance with reviewed submittals.
8. Submission of Shop Drawings and Samples to the Project Manager is required for only those items specifically mentioned in the Specification Sections. If Contractor submits Shop Drawings for items other than the above, the Project Manager will not be obligated to distribute or review them. Contractor shall be responsible for the procuring of Shop Drawings for his/her own use as he/she may require for the progress of the Work.
9. The term "Shop Drawings" as used herein also includes but is not limited to fabrication, erection, layout and setting drawings, manufacturer's standard drawings, descriptive literature, catalogs, brochures, performance and test data, wiring and control diagrams, all 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 the positions and layout of each conform to the Contract requirements. As used herein the term "manufactured" applies to standard units usually mass-produced, and the term "fabricated" means items specifically assembled or made out of selected materials to meet individual design requirements. Shop Drawings shall establish the actual detail of all manufactured or fabricated items; indicate proper relation to adjoining work; amplify design details of mechanical and electrical equipment in proper relation to physical spaces in the structure; and incorporate minor changes of design or construction to suit actual conditions.

10. Drawings: Following Contractor's review and approval, Contractor shall submit to the Project Manager for approval four (4) minimum to six (6) maximum prints and/or PDF submission of the same information via email. (Required delivery methods and quantities of submittals will be determined at the time of the Pre-Construction Meeting.) The Project Manager will check the submittal to see if it is complete. If complete, the Project Manager will forward the drawings to the Owner and the Architect. The Architect and Owner will check the drawings and note Architect and Owner comments and affix a stamp to the drawings indicating the status of acceptance, and will return same to the Project Manager, each retaining prints for his/her records. The Architect or his/her consultants, as applicable, will review the Shop Drawings; mark the prints with required revisions; stamp the prints and indicate "No Exceptions Taken", "Make Corrections Noted", "Revise and Resubmit", "Submit Specified Item", or "Rejected", and return the prints. The Project Manager will return the prints to the Contractor. The Contractor shall then print and distribute the appropriate number of copies to his/her job personnel as required. If a drawing is stamped "Rejected" or "Revise and Resubmit", the Contractor shall correct and resubmit as outlined above. When stamped "Make Corrections Noted", or similar instructions, the Contractor shall correct and resubmit for record only, three (3) prints of each drawing. Also see Technical Specifications, Division I, General Requirements.
11. Samples: Following Contractor's review and approval, Contractor shall submit to the Architect, five (5) minimum samples of all materials in quantities and sizes as specified herein as requested by the Architect. Submittals shall be given to the Architect at a time determined by the Contractor, which allows for any necessary resubmittal and which will not cause any delay in the Work. Samples will be forwarded to the Architect. If a sample is stamped "Rejected" or "Revise and Resubmit", one sample so noted will be returned to the Contractor. The Contractor shall correct and resubmit as outlined above. If a sample is stamped "Make Corrections Noted", one sample so noted will be returned. Corrected samples shall be resubmitted for approval as per the original submittal. Also see Technical Specifications and General Requirements.
12. Brochures: Following Contractor's review and approval, Contractor shall submit to the Architect, five (5) copies of all manufacturer's catalogs or brochures as required. Brochures will be forwarded to the Architect for review. If a brochure is stamped "No Exception Taken", two (2) copies will be returned to the Contractor. If stamped "Rejected", one marked copy and two (2) unmarked copies will be returned. Corrected copies shall be resubmitted for approval as per the original submittal. Also see General Requirements.
13. Manufacturer's Instructions: Where any item or work is required by Specifications to be furnished, installed or performed in accordance with a specified product manufacturer's instructions, Contractor shall procure and distribute the necessary copies of such instructions to all concerned parties.

- G. Materials – All materials, unless otherwise specified, shall be new and of good quality, proof of which shall be furnished by the Contractor; in case of doubt as to kind or quality required, samples shall be submitted to the Architect through the Project Manager who will specify the kind and use of the material appropriate to the location and the function of the item in question. Contractor shall furnish such item accordingly. Before final payment, all material rejected by the Architect or Project Manager shall be promptly removed from the premises by the Contractor, whether or not completely installed, and promptly and properly replaced with correct materials, including any other work adjoining if disturbed, in accordance with the contract and without expense to the Owner; the Contractor also shall pay for work of other Contractors as is affected by such removals and replacements.

2.06 THE ARCHITECT

- A. The Owner may delegate all or a portion of its rights and responsibilities to a California licensed Architect as deemed necessary.
- B. The Architect advises the Project Manager in all aspects of the construction phase of the Project. The Architect's functions include advice and assistance to the Project Manager in the correct interpretation and application of the Contract Documents. The Architect is not authorized independently to issue Addenda, Clarifications, Field Orders, Work Authorizations, or Supplemental Work Orders, or in any other way to bind the Owner in discussions with the Contractor.
- C. The Contractor shall deliver all correspondence relating to the proper execution of the Work to the Project Manager. The Project Manager reserves the right to consult with the Architect and Owner prior to responding to the Contractor's correspondence.
- D. When discussions between the Contractor and the Project Manager occur either on the site or elsewhere, but the Architect is not present, the Project Manager reserves the right to consult with the Architect and Owner prior to issuing his/her final decision or instruction.
- E. The Architect shall review or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for conformance with the design concept of the Work and the information given in the Contract Documents. Such action shall generally be taken within ten (10) working days, however under certain circumstances such as very complex submittals or if large number of submittals are submitted at one time it may take longer. In this case the Contractor will be notified and given the opportunity to advise the Architect of priorities. The Architect's review of a specific item shall not indicate review of an assembly of which the item is a component.

2.07 THE PROJECT MANAGER

- A. The Project Manager is the authorized representative of the Owner in all aspects of administering the construction contract on behalf of the Owner. All communications from and to the Contractor will be channeled through the Project Manager. However, the Project Manager does not have the authority to bind the Owner in matters affecting adjustments to the time or cost of the Project as defined in the Agreement for Construction.
- B. The Project Manager will be the Owner's representative during the construction and warranty periods, and until final payment to all contractors is due. The Project Manager will advise and consult with the Owner. All instructions to the Contractor shall be forwarded through the Project Manager. The Project Manager will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument.
- C. The Project Manager will be on site during construction to monitor the progress and quality of the Work and to determine in general if the Work is proceeding in accordance with the Contract Documents. On the basis of on-site observations and communication with the Contractor, the Project Manager will keep the Owner informed of the progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work of the Contractor.
- D. The Project Manager shall at all times have access to the Work wherever it is in preparation and progress. The Contractor shall provide facilities for such access so that the Project Manager may perform its functions under the Contract Documents.
- E. Based on the Project Manager's observations, and an evaluation of the Contractor's Application for Payment, the Project Manager will determine the amount owing to the Contractor and will issue to the Owner Certificates for Payment incorporating such amount.
- F. The Project Manager will be the initial interpreter of the requirements of the Contract Documents and the initial judge of the performance hereunder by the Contractor. The Owner will have final authority of all such matters.
- G. The Project Manager will render interpretations necessary for the proper execution or progress of the Work, with reasonable promptness and in accordance with agreed upon time limits. Either party to the Contract may make written request to the Project Manager for such interpretations.
- H. Claims, disputes and other matters in question between the Contractor and the Project Manager relating to the execution or progress of the Work or the interpretation of the Contract Documents shall be referred to the Owner (or his/her designee).
- I. All interpretations and decisions of the Project Manager will be in writing or in graphic form, and shall be both consistent with the intent of the Contract Documents and reasonably inferable therefrom.

- J. The Project Manager will have the authority to reject, or recommend to the Owner the rejection, of any work that does not conform to the Contract Documents. Whenever, in the Project Manager's opinion, it is considered necessary or advisable for the implementation of the intent of the Contract Documents, the Project Manager will have authority to require special inspection or testing of the Work whether or not such work be then fabricated, installed or completed.
- K. The Project Manager will receive from the Contractor and review all Shop Drawings, Product Data and Samples, and forward same to Architect and Owner for review.
- L. Following consultation with the Owner, the Project Manager will take appropriate action on changes, and will have authority to order minor changes in the Work as provided herein.
- M. The Project Manager will conduct inspections to determine the date of Completion, and will receive and forward to the Owner for the Owner's review written warranties and related documents required by the Contract Documents and assembled by the Contractor. The Project Manager will issue a final Project Certificate for Payment upon compliance with the requirements for completion and final payment. The Project Manager will monitor the warranty for a period of 365 Calendar Days from and after the date of acceptance of the Work, unless otherwise specified as a longer term.
- N. The duties, responsibilities and limitations of authority of the Project Manager as the Owner's representative during construction, as set forth in the Contract Documents, will not be modified or extended without written consent of the Owner, the Contractor and the Project Manager, which consent shall not be unreasonably withheld. Failure of the Contractor to respond within ten (10) business days to a written request shall constitute consent by the Contractor.
- O. In case of the termination of the employment of the Project Manager, the Owner may appoint a successor Project Manager, whose status and duties under the Contract Documents shall be the same as those of the former Project Manager.

2.08 OWNER

- A. Information and Services Required of the Owner
 - 1. Unless otherwise provided in the Contract Documents, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for the construction, use or occupancy of permanent structures or for permanent changes in existing facilities.
 - 2. Information or services under the Owner's control shall be furnished by the Owner with reasonable promptness to avoid delay in the orderly progress of the Work.
 - 3. The Owner shall forward all instructions to the Contractor through the Project Manager.

B. Owner's Right to Stop the Work

If the Contractor fails to correct defective work as required by Section 2.42 herein or persistently fails to carry out the Work in accordance with the Contract Documents, the Owner, by a written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the Owner to stop the Work shall not give rise to any duty on the part of the Owner to exercise this right for the benefit of any contractor or any other person or entity, except to the extent required by Section 2.12.C.

C. Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails after written notice from the Owner to correct such default or neglect with diligence and promptness, the Owner may, after an additional written notice and without prejudice to any other remedy the Owner may have, make good such deficiencies. In such case an appropriate Contract Change Order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the additional services of the Architect or other professionals made necessary by such default, neglect or failure. Such action by the Owner and the amount charged to the Contractor are both subject to the prior approval of the Architect. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner, or Owner may require payment by the surety on the performance or warranty bonds as appropriate. Such action shall, in no way, affect the status of either party under contract, nor be held as a basis of any claim by the Contractor for damages or extension of time.

2.09 CONTRACTOR RESPONSIBILITIES

A. Review of Contract Documents and Field Conditions

1. The Contractor shall carefully study and compare the Contract Documents and shall at once report to the Project Manager any discrepancy or inconsistency that may be discovered. The Contractor shall not be liable to the Owner or the Project Manager for any damage resulting from any such inconsistencies or discrepancies in the Contract Documents unless the Contractor recognized such inconsistencies or discrepancies and knowingly failed to report it to the Project Manager. The Contractor shall perform no portion of the Work at any time unless authorized by the Contract Documents or, where required, approved Shop Drawings, Product Data or Samples for such portion of the Work.

2. Neither the Owner nor the Project Manager or Architect assume any responsibility for an understanding or representation made by any of their agents or representation prior to the execution of the Agreement unless (1) such understanding or representations are expressly stated in the Agreement, and (2) the Agreement expressly provides that responsibility therefor is assumed by the Owner.
3. Failure by the Contractor to acquaint himself/herself with all available information will not relieve him/her from responsibility for estimating properly the difficulty or cost of successfully performing the Work.
4. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Any inconsistencies or discrepancies discovered by the Contractor shall be reported to the Project Manager at once.
5. Before submitting any Request for Information (RFI), or other contractor-initiated request for information, the Contractor shall determine that the information requested is not clearly provided in the Contract Documents. RFI's shall be submitted to the Project Manager only from the Contractor, or Owner, and not from any subcontractor, supplier or other vendor, and shall be on a form approved by the Project Manager. The Contractor shall provide a revised and updated RFI Priority Schedule on a weekly basis. The RFI Priority Schedule shall rank RFI's in order of priority and include a brief statement of reason for priority. Owner initiated RFI's will not be listed on the Contractor's RFI Priority Schedule. The Owner will provide the Architect a separate list of Owner initiated RFI's upon request of the Architect. The Architect will endeavor to respect the order of priorities as requested by the Contractor or Owner for the overall benefit of the Project. The RFI process is for information and clarification only and may not be utilized to obtain approval for changes in Work Order Price or time. Also see Division 01 - General Requirements.

B. Supervision Procedures

1. The Contractor shall efficiently supervise and direct the Work, using therein the Contractor's best skill and diligence for which he/she is remunerated in the Contract Price. The Contractor shall carefully inspect the site and study and compare the Contract Documents, as ignorance of any phase of any of the features or conditions affecting the Contract will not excuse him/her from carrying out its provisions to its full intent.

2. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be so confirmed upon written request in each case. The Superintendent who begins the Project shall remain on the Project until the Project is completed, as long as the Contractor employs that person. The Superintendent shall not be replaced without the approval of the Owner.
3. The Contractor shall be responsible to the Owner for the acts and omissions of his/her employees, subcontractors and their agents and employees, and other persons performing any of the Work under a contract with the Contractor.
4. The Contractor shall at all times enforce strict discipline and good order among his/her employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him/her.
5. The Contractor shall not be relieved from his/her obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Owner or the Architect in his/her administration of the Contract, or by inspections, tests or approvals required or performed by persons other than the Contractor.
6. Contractor shall alert and inform their employees that State law requires that the identities of inmates/wards/patients/clients be kept confidential. Revealing the identities of inmates/wards/patients/clients is punishable by law.

C. Construction Procedures

1. Means and Methods – The Contractor shall be solely responsible for and control of construction means, methods, techniques, sequences, coordination and procedures for all the Work of this contract. Additionally, the Contractor shall be responsible for safety precautions and programs in connection with the Work.
2. Laws of County and State – The Contractor must comply with all laws, rules, regulations, provisions and ordinances of the County in which the Work is being done, and all State laws pertaining to the Work.
3. Safeguards – The Contractor shall provide, in conformity with all local codes and ordinances and as may be required, such temporary walls, fences, guard-rails, barricades, lights, danger signs, enclosures, etc., and shall maintain such safeguards until all work is completed.

4. Housekeeping – Contractor shall keep the premises free of excess accumulated debris. Clean up as required and as directed by the Project Manager. At completion of work all debris shall be removed from the site. Refer to General Requirements for additional requirements.
5. Labor and Materials – Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
6. The Contractor shall deliver to the Project Manager, prior to final acceptance of the Work as a whole, signed certificates from suppliers of materials and manufactured items stating that such items conform to the Contract Documents.
7. The Contractor, immediately upon receipt of the Notice to Proceed (or where shop drawings, samples, etc., are required, immediately upon receipt of review thereof), shall place orders for all materials, work fabrication, and/or equipment to be employed by him/her in connection with that portion of the contracted Work. The Contractor shall keep all materials, work fabrications and/or equipment specified and shall advise the Project Manager promptly, in writing, of all orders placed and of such materials, work fabrications and/or equipment which may not be available in a timely manner for the purposes of the Contract.
8. Any worker whose work is unsatisfactory to the Owner or the Architect, or are considered by the Owner or Architect to be careless, incompetent, unskilled or otherwise unfit, shall be dismissed from work under the Contract upon written request to the Contractor from the Owner or the Architect.
9. Temporary Facilities – Contractor may connect to existing water and electricity available on the site, provided it is suitable to the Contractor's requirements. Water and electricity used will be paid by the Owner. Contractor shall bear all expenses for carrying the water or electricity to the appropriate locations and to connect or tap into existing lines. Toilet facilities may be available on a site to the workmen engaged in the performance of this contract. It shall be the responsibility of the Contractor to confirm with the Owner the availability of toilet facilities on the site. The use of such facilities may be revoked in the event of excess janitorial requirements.
10. Contractor shall not perform any fire hazardous operation adjacent to combustible materials. Any fire hazardous operation shall have proper fire extinguisher close by and the adjacent area shall be policed before stopping work for the day. Contractor shall provide not less than one OSHA/NFPA Class 6-ABC fire extinguisher for each 9,000 square feet of Project area or fraction thereof.

11. Contractor shall erect temporary dust separation partitions and floor mats as necessary to confine dust and debris within area of work. Contractor shall post signs, erect and maintain barriers and warning devices for the protection of the general public and Owner personnel.
12. Trenching and Excavation – In accordance with Section 7104 of the California Public Contract Code, the following provisions shall apply to any contract involving digging of trenches or other excavations that extend deeper than four (4) feet below the surface:
 - a. The Contractor shall promptly, and before the following conditions are disturbed, notify the Owner, in writing, of any:
 - i. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 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.
 - ii. Subsurface or latent physical conditions at the Project site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
 - iii. 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.
 - b. The Owner 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 Contract Change Order in accordance with the provisions of Section 2.09 of the General Conditions.
 - c. In the event that a dispute arises between the Owner 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 by 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 which pertain to the resolution of disputes and protests between the contracting parties.

2.10 SUBCONTRACTORS

- A. Agreements – Agreements between the Contractor, Subcontractors, and Subcontractors of lower tier shall be subject to the approval of the Owner, but in no case does such approval relieve the Contractor of any conditions imposed by the Contract Documents. The Contractor shall only use those subcontractors that are required to be listed and included in his/her sealed bid Subcontractor List, section 004336, unless any proposed substitution is first approved by the Owner pursuant to statute. The Contractor shall not use any subcontractor who is ineligible to perform work on a Public Works Project pursuant to section 1777.1 or 1777.7 of the Labor Code. Notwithstanding any other provision of the Contract Documents, subcontractors may be added, deleted or substituted only in accordance with the provisions of Public Contract Code Section 4100 et seq.
- B. Relation with Subcontractor – By an appropriate agreement, written where legally required for enforceability, the Contractor shall bind every Subcontractor and require therein that every Subcontractor agrees to be bound by the terms of the Contract Documents to carry out their provisions insofar as applicable to their work; and the Contractor further agrees to pay to each Subcontractor promptly upon issuance of Certificate of Payment, his/her or their due portion. Said agreement shall preserve and protect the rights of the Owner and the Architect under the Contract Documents with respect to the work to be performed by the Subcontractor so that the subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the Contractor-Subcontractor Agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, under the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with their Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the Subcontract, copies of the Contract Documents to which the Subcontractor will be bound by this Paragraph and identify to the Subcontractor any terms and conditions of the proposed Subcontract which may be at variance with the Contract Documents. Each Subcontractor shall similarly make copies of Contract Documents available to their Sub-subcontractors. Nothing contained herein shall be deemed to create an agency relationship between the Owner and any Subcontractor or material supplier.
- C. Owner's Relation – Neither the acceptance of the name of Subcontractor nor the suggestion of such name nor any other act of the Owner or Architect nor anything contained in any Contract Document is to be construed as creating any contractual relation between the Owner (or Owner's authorized representatives) and any Subcontractor of any tier nor as creating any contractual relation between the Architect and any Subcontractor of any tier.
- D. All Subcontractors employed by the Contractor shall be appropriately licensed in conformity with the laws of the State of California.

- E. Jurisdictional disputes between Subcontractors or between Contractor and Subcontractor shall not be mediated or decided by the Owner or the Architect. The Contractor shall be responsible for the resolution of all such disputes based upon his/her contractual relationship with his/her Subcontractors.

2.11 OWNER'S RIGHT TO PERFORM WORK AND TO AWARD SEPARATE CONTRACTS

- A. The Owner reserves the right to perform work related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other work on the site under these or similar Conditions of the Contract. If the Contractor claims that the Owner's action results in delay, damage or additional cost attributable thereto, the Contractor shall make such claim as provided elsewhere in the Contract Documents.
- B. When separate contracts are awarded for different portions of the Project or other work on the site, the term Contractor in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.
- C. The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors, and the Owner, until subsequently revised.
- D. Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which apply to the Contractor under the Conditions of the Contract.

2.12 MUTUAL RESPONSIBILITY

- A. The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

- B. When any part of the Contractor's Work depends upon proper execution or results of the work of the Owner or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Project Manager any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acceptance of the Owner's or separate contractor's work as fit and proper to receive the Work, except as to defects which may subsequently become apparent in such work by others.
- C. If, following the reporting of any discrepancy or defect as required herein above, the Contractor suffers damage due to disruption or delay caused by the separate contractor, without fault by the Owner, the Contractor's remedy shall be limited to seeking recovery from the separate contractor.
- D. Any costs caused by defective or ill-timed work shall be borne by the Contractor responsible therefor.
- E. Should the Contractor cause damage to the work or property of the Owner, or to other work or property on the site, the Contractor shall promptly remedy such damage as provided herein.
- F. Should the Contractor wrongfully delay or cause damage to the work or property of any separate contractor, the Contractor shall, upon due notice, promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues the Owner on account of any delay or damage alleged to have been caused by the Contractor, the Owner shall notify the Contractor who shall defend such proceedings, and if any judgment or award against the Owner (or Owner's authorized representatives) arises therefrom, the Contractor shall pay or satisfy such judgment or award in full and shall reimburse the Owner for all costs which the Owner has incurred in connection with such matter.

2.13 OWNER'S RIGHT TO CLEAN UP

If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up as required in the Contract Documents, the Owner may clean up and the contractor responsible shall pay Owner such portions of the cost as the Project Manager shall determine to be just.

2.14 GOVERNING LAW

The Contract shall be governed by the law of the State of California.

2.15 INSPECTION

- A. All material and workmanship (if not otherwise designated by the Contract Documents) shall be subject to inspection, examination, and test by the Owner and Project Manager at any and all times during manufacture and/or construction and at any and all places where such manufacture and/or construction are carried on. The Owner and Project Manager shall have the right to reject defective material and workmanship or require its correction.
- B. The Contractor shall furnish promptly without additional charge, all reasonable facilities, labor, and materials necessary for the safe and convenient inspection and tests that may be required by the Owner and Project Manager.
- C. Where the Contract Documents, instructions by the Owner, laws, ordinances, or any public authority having jurisdiction requires work to be inspected, tested or approved before work proceeds, such work shall not proceed, nor shall it be concealed prior to inspection.
- D. The Contractor shall give the Project Manager at least two (2) business days advance notice of the readiness for any Contract compliance inspection by the Inspector. The Contractor shall give notice as required by all other inspecting and testing agencies of jurisdiction for Code and regular compliance inspection. In all cases, the Contractor shall schedule inspections so as not to delay the Work.
- E. If the Project Manager determines that any work requires additional special inspection beyond that identified in the specifications, the Project Manager will, upon written authorization from the Owner, instruct the Contractor to order such special inspection, testing or approval, and the Contractor shall give notice as provided above. If such special inspection or testing reveals a failure of the Work to comply with the requirements of the Contract Documents, the Contractor shall bear all costs thereof, including compensation for the Project Manager's additional services, testing or inspections made necessary by such failure; otherwise the Owner shall bear such costs, and an appropriate Contract Change Order shall be issued.
- F. Should it be considered necessary or advisable by the Project Manager at any time, either before acceptance of the entire Work, or after acceptance and within the guaranty period, to make an examination of work already completed, by removing or tearing out same, the Contractor shall on request promptly furnish all necessary facilities, labor, and material. If such work is found to be defective in any material respect, due to the fault of the Project Manager or his/her Subcontractors, he/she shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, any compensation deemed appropriate shall be handled by issuance of a Contract Change Order to the Contractor and he/she shall, in addition, if completion of the work has been delayed thereby, be granted a suitable extension of time on account of the additional work involved.
- G. Required certificates of inspection, testing, or approval shall be secured by the Contractor and the Contractor shall promptly deliver them to the Project

Manager for review and evaluation of compliance with the appropriate specifications and standards.

- H. When the work is completed, the Contractor shall notify the Project Manager in writing that the work will be ready for final inspection and test on a definite date, which shall be stated in such notice.

2.16 TAXES, PERMITS, FEES, AND INDEMNIFICATION FOR PATENT INFRINGEMENT CLAIM

- A. The Contractor shall pay for and include all Federal, State, and local taxes direct or indirect for the work or portions thereof provided by the Contractor which are legally enacted at the time the Notice to Proceed is issued, whether or not yet enacted, and secure and pay all fees and charges for permits and licenses, unless otherwise specified.
- B. Royalty and license fees incidental to the use of any patented material, device, or process shall be paid by the Contractor and in the event of a claim of alleged infringement of patent copyright, or Trade Secret rights, the Contractor shall indemnify, save the Owner (and Owner's authorized representatives) free and harmless, and defend, at the Contractor's own expense, any and all suits that may be brought in such connection.
- C. Unless otherwise provided in the Contract Documents, the Owner shall secure and pay for the building permit, permanent utility connection fees, and right-of-way encroachment permit. The Contractor shall secure and pay for temporary construction utilities, and all other permits and governmental fees, licenses, and inspections necessary for the proper execution and completion of the Work.
- D. The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the Work.
- E. It is not the responsibility of the Contractor to make certain that the Contract Documents are in accordance with applicable laws, statutes, building codes and regulations. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, the Contractor shall promptly notify the Project Manager in writing, and any necessary changes shall be accomplished by appropriate Modification.
- F. If the Contractor performs any work knowing it to be contrary to any laws, ordinances, rules, and regulations, without notice to the Project Manager, the Contractor shall assume full responsibility therefor and shall bear all costs attributable thereto.
- G. Any reference in the Contract Documents to codes, standard specifications, or manufacturer's instructions, shall mean the latest printed edition of each in effect at the Contract date.

2.17 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Within thirty (30) calendar days after receipt of Notice to Proceed, the Contractor shall submit a Construction Schedule in CPM (Critical Path Method) form to the Project Manager for approval. The Construction Schedule shall be sufficiently detailed to accurately depict all the work required by the Contract. CPM Construction Schedule shall reflect shop drawings; submittals due and return dates, fabrication and delivery times, cost loading, crew mix, and equipment loading data. The Contractor shall thereafter adhere to the Construction Schedule, as updated monthly, or as necessary in accordance with the Contract Documents, including any scope changes or changes in the work approved by the Owner during the course of construction. "Slack" or "float" time on the CPM Construction Schedule is not intended, and shall not be, for the sole benefit of either the Owner or Contractor.
- B. Within fourteen (14) calendar days after the pre-construction conference, the Contractor shall provide a Submittal and Procurement Schedule indicating time periods for review of Shop Drawings, Data, Samples, and procurement of material and equipment required for the Work. Contractor shall allow time for submittal review in accordance with the General Requirements Section – Construction Progress Documentation. All items that require review by the Project Manager and/or are not readily available from stock and requiring more than thirty-five (35) days lead-time shall be included in the Submittal and Procurement Schedule. Items listed in the Submittal and Procurement Schedule shall also be identified as activities on the CPM Construction Schedule. Contractor shall identify items requiring coordination with work of separate contractors. The working day to calendar date correlation shall be based upon the Contractor's proposed work week with adequate allowance for legal holidays, days lost due to abnormal weather, and any special requirements of the Project.
- C. The Construction Schedule shall be prepared and maintained by the Contractor.
- D. The Owner, Project Manager, Contractor, and other Contractor(s) shall jointly review the progress of the work weekly. Should this review, in the opinion of the Project Manager, indicate that the work is behind the schedule established by currently reviewed Construction Schedule, the Contractor shall either (a) provide a plan to the Project Manager indicating the steps the Contractor intends to take in order to recover the time behind schedule and conform to the reviewed Construction Schedule; or (b) submit a revised Construction Schedule for completion of the work, remaining within the contract completion time, to the Project Manager for review by the next weekly meeting. If the Contractor's recovery or revised schedule requires work to occur during other than normal working hours, the Contractor will be responsible for any resulting costs incurred by the Owner, including but not limited to, the costs for construction management, contract administration, inspection, testing, and staffing.

- E. The Contractor shall deliver copies of his/her daily job logs to the Project Manager and Owner on a weekly basis or as otherwise agreed to by Owner. At a minimum, the Contractor's daily job log should include the sub-contractors working onsite, number of workers and their trade classification, description of work, visitors, temperature and weather conditions, accidents, delays, and any other important information pertaining to the Project that day. The Contractor will schedule and coordinate the Work of all sub-contractors on the Project. The Contractor will keep the Sub-contractors informed of the Construction Schedule to enable the Contractor to plan and perform the Work properly.

2.18 RECORDS, DOCUMENTS, AND SAMPLES AT THE SITE

- A. The Contractor shall maintain all records of required Review Agencies, County, or State inspections, and shall promptly notify the Project Manager of the results of any inspection. Copies of all such records shall be provided to the Owner.
- B. The Contractor shall secure and maintain required certificates of inspection, testing, or approval and shall promptly deliver them to the Project Manager.
- C. The Contractor shall maintain at the Project site, on a daily basis, one (1) record copy of all Drawings, Specifications, Addenda, Change Orders, and other Modifications, in good order and marked currently to record all changes made during construction, and reviewed Shop Drawings, Product Data, and Samples. These shall be available to the Project Manager and the Owner and reviewed weekly, and shall be delivered to the Project Manager for forwarding to the Owner upon completion of the Project. The Contractor shall advise the Project Manager on a current basis of all changes in the Work made during construction. Payment may be withheld from Contractor for failure to maintain current Record Documents.

2.19 USE OF SITE

- A. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents, and shall not unreasonably encumber the site with any materials or equipment.
- B. The Contractor shall coordinate all of the Contractor's operations with, and secure approval from, the Project Manager before using any portion of the site. Also see Technical Specifications, Division 01, General Requirements.

2.20 CUTTING AND PATCHING OF WORK

- A. The Contractor shall be responsible for all cutting, fitting, or patching that may be required to complete the Work or to make its several parts fit together properly.

- B. The Contractor shall not damage or endanger any portion of the Work or the work of the Owner, or any separate contractors by cutting, patching, or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the Owner or any separate contractor except with the written consent of the Owner and of such separate contractor. The Contractor shall not unreasonably withhold from the Owner or any separate contractor consent to cutting or otherwise altering the Work.
- C. The Contractor in all cases shall exercise extreme care in any cutting operations, and perform such operations under adequate supervision by competent mechanics skilled in the applicable trade. Openings shall be neatly cut and shall be kept as small as possible to avoid unnecessary damage. Careless and/or avoidable cutting damage, etc., will not be tolerated, and the Contractor will be held responsible for such avoidable or willful damage.
- D. All replacing, patching, and repairing of all materials and surfaces cut or damaged in the execution of the Work shall be performed by experienced mechanics of the several trades involved. All work of such nature shall be done with the applicable materials, in such a manner that all surfaces so replaced, repaired, or patched, will, upon completion of the Work, match the surrounding similar surfaces.

2.21 CLEANING UP

- A. The Contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by the Contractor's operations. At the completion of the Work, the Contractor shall remove all the Contractor's waste materials and rubbish from and about the Project as well as all the Contractor's tools, construction equipment, machinery and surplus materials.
- B. If the Contractor fails to clean up at the completion of the Work, the Owner may do so, and the cost thereof shall be paid by the Contractor.

2.22 INDEMNIFICATION

- A. To the fullest extent permitted by law, Contractor agrees to and shall indemnify, save, hold harmless and at Owner's request, defend Owner and its officers, agents and employees, and the Architect and Consultants and their respective officers, agents and employees, from any and all costs and expenses, attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to Owner, the Architect or Consultants in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement, and from any and all costs and expenses, attorney fees and court costs, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement. In addition, Contractor agrees to indemnify Owner for Federal, State of California and/or local audit exceptions resulting from non-compliance herein on the part of Contractor.

- B. In any and all claims against the Owner, the Architect or Consultants, or any of their respective officers, agents or employees, initiated 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 indemnification obligation set forth in the immediately preceding paragraph 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 workmen's compensation acts, disability benefit acts or other employee benefit acts.

2.23 FAIR EMPLOYMENT PRACTICES CLAUSE

Nondiscrimination: In connection with the performance of Work under the contract, the Contractor agrees (as prescribed in Chapter 6 of Division 3 of Title II of the Government Code of the State of California, commencing at Section 12900 and by Labor Code Section 1735) not to discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex. The aforesaid provisions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor agrees to post hereafter in conspicuous places, available for employees and applicants for employment, Notices to be provided by the County, setting forth the provisions of this discrimination clause. The Contractor further agrees to insert the foregoing provisions in all subcontracts hereunder, except subcontracts for standard commercial supplies of raw materials.

2.24 PAYMENT

A. CONTRACT SUM

The Contract Sum is stated in the Owner-Contractor Agreement ("the Agreement"), Section 005213, and, including authorized adjustments thereto, is the total amount payable by the Owner to the Contractor for the performance of the Work under the Contract Documents.

B. SCHEDULE OF VALUES

Before the first Application for Payment, and within eight (8) days of the bid opening, the Contractor shall submit to DesignServices@fresnocountyca.gov a Schedule of Values allocated to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Project Manager may require. This schedule, unless objected to by the Project Manager, shall be used only as a basis for the Contractor's Applications for Payment.

C. APPLICATIONS FOR PAYMENT

The Owner will make progress payments to the Contractor upon completion of portions of the Work, as covered by the Contract Documents, in accordance with established Owner procedures. Before submitting an Application for Payment (Final or Partial), the Contractor shall reach an agreement with the Project Manager (in consultation with the Architect) concerning the percentage complete of the Work and the dollar value for which the Application for Payment may be submitted.

1. On or about the twentieth (20th) day of the month in which the work was performed, the Contractor shall submit to the Project Manager an itemized Application for Payment, notarized if required, supported by such data substantiating the Contractor's right to payment as the Owner or the Project Manager may require, including appropriate updates to the Construction Schedule, and reflecting retainage, if any, as provided elsewhere in the Contract Documents. Payment is expressly conditioned upon submission by the Contractor of conditional and unconditional waivers and release of lien rights upon progress payment as the Owner or the Architect may require. Waiver and Release forms must be submitted on forms approved by the Owner. Copies of said forms shall comply with Civil Code Section 8132 through 8138, inclusive.
2. Unless otherwise provided in the Contract Documents, payments may be made on account of materials or equipment not incorporated in the Work but delivered and suitably stored at the site and, if approved in advance by the Owner, payments may similarly be made for materials or equipment suitably stored at some other location agreed upon in writing. Payments for materials or equipment stored on or off the site shall be conditioned upon submission by the Contractor of bills of sale or such other procedures satisfactory to the Owner to establish the Owner's title to such materials or equipment or otherwise protect the Owner's interest, including applicable insurance and transportation to the site for those materials and equipment stored off the site.
3. The Contractor warrants that title to all work, materials, and equipment covered by an Application for Payment will pass to the Owner either by incorporation in the construction or upon receipt of payment by the Contractor, whichever occurs first, free and clear of all liens, stop notices, claims, security interest or encumbrances, hereinafter referred to as "liens"; and that no work, materials or equipment covered by an Application for Payment will have been acquired by the Contractor, or by any other person performing work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person.
4. On or about the twentieth (20th) day of the month following the month in which the work was performed, the Owner shall pay to the Contractor ninety-five percent (95%) of the value of said work in place, as checked and approved by the Project Manager. The balance of five percent (5%) of the estimate shall be retained by the Owner until the time of

final acceptance of said work. In lieu of the five percent (5%) retainage, the Contractor may substitute securities as provided herein below.

- a. If the Owner does not pay the Contractor within thirty (30) days after receipt of an undisputed and properly submitted payment request for a progress payment, excluding that portion of the final payment designated by the contract as retention earnings, then the Owner shall pay interest to the Contractor as provided by Public Contract Code Section 20104.50. Said interest penalty is the sole recourse of Contractor and Contractor shall have no right to stop the Work until payment of the amount owing has been received, nor shall the contract completion time be extended, nor shall the Contract Sum be increased in any way, including by reason of any costs incurred by Contractor, except to the extent of said interest payment.
 - b. Pursuant to Public Contract Code Section 7107, in the event of a dispute between the Owner and Contractor, the Owner may withhold from the final payment an amount not to exceed one hundred and fifty percent (150%) of the disputed amount. Except as so provided, the Owner shall release the retention withheld within sixty (60) days after the date of completion of the Work, as "completion" is defined in Public Contract Code Section 7107. In the event that retention payments are not made within the time periods required by Public Contract Code Section 7107, the Owner may be subject to the interest provisions of Public Contract Code Section 7107.
5. Security Substitutions and Escrow for Moneys Withheld to Insure Contractor's Performance. Pursuant to Public Contract Code section 22300, the Contractor may deposit in an escrow, equivalent securities for any moneys withheld to ensure performance and have said moneys paid directly to Contractor, or, in the alternative, have the Owner deposit such moneys directly into an escrow. Upon the closing of any such escrow, Contractor shall pay to each Subcontractor, not later than twenty (20) days after receipt of the closing payment, the respective amount of interest earned, net of costs attributed to retention withheld from each Subcontractor, on the amount of retention withheld to insure the performance of the Contractor. Any escrow established pursuant to this article shall be with a state or federally chartered bank, shall be at the sole expense of the Contractor, and shall be established using an escrow agreement in substantially the following form:

(Begin Escrow Agreement)

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between the County of Fresno, (hereinafter called "Owner"), _____, (hereinafter called "Contractor"); and _____, a state or federally chartered bank in California, (hereinafter called "Escrow Agent").

For the consideration hereinafter set forth, the Owner, Contractor, and Escrow Agent agree as follows:

1. Pursuant to Section 22300 of the Public Contract Code of the State of California, Contractor has the option to deposit securities with Escrow Agent as a substitute for retention earnings required to be withheld by Owner pursuant to the Construction Contract entered into between the Owner and Contractor for _____ in the amount of \$ _____, and dated _____ (hereinafter referred to as the "Contract"). Alternatively, on written request of the Contractor, the Owner shall make payments of the retention earnings directly to the Escrow Agent. When Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within ten (10) days of the deposit. The market value of the securities at the time of the substitution, as valued by the Owner, shall be at least equal to the cumulative total cash amount then required to be withheld as retention under the terms of the contract between Owner and Contractor. If the Owner determines that the securities are not adequate, it will notify Contractor and Escrow Agent, and Contractor shall deposit additional security as further determined by the Owner. Securities shall be held in the name of the Owner and shall designate the Contractor as the beneficial owner.
2. Securities eligible for investment under subdivision (c) of the above-referenced Section 22300 shall include those listed in Section 16430 of the Government Code, and shall also include bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, and standby letters of credit. Deposit of any other type of security may be permitted only by mutual agreement of the Contractor and the Owner, evidenced by an amendment to this agreement executed by all of the parties hereto.
3. Upon the deposit of adequate securities, Owner shall make progress payments to the Contractor for such funds which otherwise would be withheld from progress payments pursuant to the Contract provisions.
4. When the Owner, at Contractor's written request, makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until such time as the escrow created under this contract is terminated. The Contractor may direct the investment of the payments into securities. All terms and conditions of this agreement and the rights and responsibilities of the parties shall be equally applicable and binding when the Owner pays the Escrow Agent directly.

5. Contractor shall be responsible for paying all fees for the expenses incurred by Escrow Agent in administering the Escrow Account and all expenses of the Owner. The Owner, Contractor, and Escrow Agent shall determine these expenses and payment terms.
6. The interest earned on the securities, or the money market accounts held in escrow, and all interest earned on that interest, shall be for the sole account of Contractor and shall be subject to withdrawal by Contractor at any time and from time to time without notice to the Owner.
7. Contractor shall have the right to withdraw all or any part of the principal in the Escrow Account only by written notice to Escrow Agent accompanied by written authorization from Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.
8. The Owner shall have the right to draw upon the securities or any amount paid directly to Escrow Agent in the event of default by the Contractor. Upon seven (7) days written notice to the Escrow Agent from the Owner of the default, the Escrow Agent shall immediately convert the securities to cash and shall distribute the cash, including any amounts paid directly to Escrow Agent, as instructed by the Owner. Escrow Agent shall not be concerned with the validity of any notice of default given by Owner pursuant to this paragraph, and shall promptly comply with Owner's instructions to pay over said escrowed assets. Escrow Agent further agrees not to interplead the escrowed assets in response to conflicting demands and hereby waives any present or future right of interpleader.
9. Upon receipt of written notification from the Owner certifying that the Contract is final and complete, and that the Contractor has complied with all requirements and procedures applicable to the Contract, Escrow Agent shall release to Contractor all securities and interest on deposit less escrow fees and charges of the Escrow Account. The escrow shall be closed immediately upon disbursement of all moneys and securities on deposit and payment of fees and charges.
10. Escrow Agent shall rely on the written notifications from the Owner and Contractor pursuant to Sections (6), (7), (8), and (9) of this Agreement and the Owner and Contractor shall hold Escrow Agent harmless from Escrow Agent's release and disbursement of the securities and interest as set forth above.
11. The venue of any litigation concerning the rights and obligations of the parties to this agreement shall be the County of Fresno and the parties hereto waive the removal provisions of Code of Civil Procedure Section 394.
12. The names of the persons who are authorized to give written notice or to receive written notice on behalf of the Owner and on behalf of Contractor in connection with the foregoing, and exemplars of their respective signatures are as follows:

On behalf of Owner:

Title – **Business Manager**

Name – **Lemuel Asprec**

Signature _____

Address: **2220 Tulare St, 6th Floor
Fresno, CA 93721**

On behalf of Contractor:

Title

Name

Signature _____

Address:

On behalf of Escrow Agent:

Title

Name

Signature

Address

At the time the Escrow Account is opened, the Owner and Contractor shall deliver to the Escrow Agent a fully executed counterpart of this Agreement

IN WITNESS WHEREOF, the parties have executed this Agreement by their proper officers on the date first set forth above.

Owner:

Title – **Director, Department of Public
Works and Planning**

Name – **Steven E. White**

Signature _____

Address – **2220 Tulare St, 6th Floor
Fresno, CA 93721**

Contractor:

Title

Name

Signature _____

Address

Escrow Agent:

Title

Name

Signature

Address

(End Escrow Agreement)

6. Itemized Breakdown: The Contractor shall submit a financial breakdown of the work, itemized by crafts or sections as designated by the Owner. The Contractor's payment shall be based upon the monthly percentage of completion of these items.
7. Lien Waivers: The Owner may require the Contractor to submit, along with the progress payment request, notarized lien waivers from each Subcontractor, materials, or equipment supplier. Lien waivers shall comply with Civil Code Section 8132, et seq., and the aggregate sum thereof shall reflect all progress payments previously made.

D. CERTIFICATES FOR PAYMENT

1. The Project Manager shall, within seven (7) days after the receipt of the Project Application for Payment, review the Project Application for Payment and either issue a Project Certificate for Payment to the Owner for such amounts as the Project Manager determines are properly due, or notify the Contractor in writing of the reasons for withholding a Certificate provided in Part F of this Section 2.24.
2. The issuance of a Project Certificate for Payment will constitute a representation by the Project Manager to the Owner that, based on the Project Manager's observations at the site as provided herein and the data comprising the Project Application for Payment, the Work has progressed to the point indicated and that, to the best of the Project Manager's knowledge, information and belief, the quality and timeliness of the Work is in accordance with the Contract Documents (subject to an evaluation of the Work for conformance with the Contract Documents upon Completion of the Work, to the results of any subsequent tests required by or performed under the Contract Documents, to minor deviations from the Contract Documents correctable prior to completion, and to any specific qualifications stated in the Certificate); and that based upon all currently available information, the Contractor is entitled to payment in the amount certified. However, by issuing a Project Certificate for Payment, the Project Manager shall not thereby be deemed to represent that the Project Manager has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, has reviewed the construction means, methods, techniques, sequences, or procedures, or has made any examination to ascertain how or for what purpose the Contractor has used the monies previously paid on account of the Contract Sum.

E. PROGRESS PAYMENTS

1. After the Project Manager has issued a Project Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents.

2. The Contractor shall promptly pay each Subcontractor upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's Work, the amount to which Subcontractor is entitled, reflecting the percentage actually retained, if any, from payments to the Contractor on account of such Subcontractor's Work. The Contractor shall, by an appropriate agreement with each Subcontractor, require each Subcontractor to make payments to their Sub-subcontractors in similar manner.
3. The Project Manager may on request of any Subcontractor, at the Project Manager's discretion, furnish to that Subcontractor, if practicable, information regarding the percentages of completion or the amounts applied for by the Contractor and the action taken thereon by the Project Manager on account of Work done by such Subcontractor.
4. Neither the Owner nor the Project Manager shall have any obligation to pay or to see to the payment of any monies to any Subcontractor or Material Suppliers except as may otherwise be required by law.
5. Neither certification of a progress payment, delivery of a progress payment, nor partial or entire use or occupancy of the Project by the Owner, shall constitute an acceptance of any Work not performed in accordance with the Contract Documents.

F. PAYMENTS WITHHELD

1. The Project Manager may decline to certify payment and may withhold the Certificate in whole or in part to the extent necessary to reasonably protect the Owner, if, in the Project Manager's opinion, the Project Manager is unable to make representations to the Owner as provided herein above for Certificates for Payment. If the Project Manager is unable to make representations to the Owner and certify payment in the amount of the Project Application, the Project Manager will notify the Contractor as provided herein. If the Contractor and the Project Manager cannot agree on a revised amount, the Project Manager will promptly issue a Project Certificate for Payment for the amount for which the Project Manager is able to make such representations to the Owner. The Project Manager may also decline to certify payment or, because of subsequently discovered evidence or subsequent observations, the Project Manager may nullify the whole or any part of any Project Certificate for Payment previously issued to such extent as may be necessary, in the Project Manager's opinion, to protect the Owner from loss because of:
 - a. Defective Work not remedied;
 - b. Third party claims filed or reasonable evidence indicating probable filing of such claims, including claims by separate contractors;
 - c. Failure of the Contractor to make payments properly to Subcontractors, or for labor, materials or equipment;
 - d. Architect's determination, based upon reasonable evidence, that the Work cannot be completed for the unpaid balance of the Contract Sum;

- e. Damage to the Owner or another contractor;
 - f. Architect's determination, based upon reasonable evidence, that the Work will not be accomplished in compliance with the Work Order Completion Time;
 - g. Persistent failure to carry out the Work in accordance with the Contract Documents;
 - h. Failure of the Contractor to submit Construction Schedules or Submittal and Procurement Schedules as required;
 - i. Failure of the Contractor to maintain record drawings on a current basis;
 - j. Failure of the Contractor to submit notarized lien waivers from each Subcontractor, materials, or equipment supplier;
 - k. Failure of the Contractor to submit certified payroll reports;
 - l. Stop notice served upon the Owner.
2. A retention in the amount of one-thousand dollars (\$1,000) will be withheld from the Contractor's monthly progress payment for each and every required document not submitted in a timely manner by the Contractor or its subcontractors up to a maximum of ten-thousand dollars (\$10,000). For purposes of this Paragraph, the term "required document" includes, but is not limited to, certified payrolls, labor compliance documents, Disadvantaged Business Enterprise documents, and any other information or documents required to be submitted by the Contractor or any of its subcontractors under the terms of this Agreement or pursuant to applicable federal, state, or local laws or regulations. The retention provided for in this Paragraph shall be in addition to any other deduction or retention allowed under this Agreement, and shall be in addition to any other remedy or consequence provided by law for untimely submission of any required document. Such retention shall remain in effect only until such time as the required documents have been submitted by the Contractor or its subcontractor(s) and have been determined by the Owner to be both complete and acceptable as to form.
3. When the grounds as noted above are removed, payment shall be made for amounts withheld on the basis thereof.

G. COMPLETION AND FINAL PAYMENT

1. Following the Contractor's completion of the Work, the Contractor shall forward to the Project Manager a written notice that the Work is ready for final inspection and acceptance, and shall also forward to the Project Manager a final Application for Payment. Upon receipt, the Project Manager will promptly make such inspection. When the Project Manager finds the Work acceptable under the Contract documents and the Contract fully performed, the Project Manager will issue a Project Certificate for Payment which will certify the final payment due the Contractor. This certification will constitute a representation that, to the best of the Project Manager's knowledge, information, and belief, and on the basis of observations and inspections, the Work has been completed in accordance with the Terms and Conditions of the Contract Documents and that the entire balance found to be due the Contractor, and noted in said Certificate, is due and payable. The Project Manager's certification of said Project Certificate for Payment will constitute a further representation that the conditions precedent to the Contractor's being entitled to final payment as set forth herein below have been fulfilled.
2. Neither the final payment nor the remaining retainage shall become due until the Contractor submits to the Project Manager (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of surety, if any, to final payment, and (3) other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against any such lien. The bond cannot be from the original surety insurer for the Project or any affiliate of the original surety. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all monies that the latter may be compelled to pay in discharging such lien.
3. All provisions of this Agreement, including without limitation those establishing obligations and procedures, shall remain in full force and effect notwithstanding the making or acceptance of final payment, and the making of final payment shall not constitute a waiver of any claims by the Owner.
4. Upon completion and acceptance of all work whatsoever required, and upon the release of all claims against the Owner as specified, the Owner shall file a written Notice of Completion with the County Recorder as to the entire amount of work performed.

5. Final payment will be released within sixty (60) days after the date of acceptance of the Work as reflected in the Notice of Completion filed with the County Recorder's Office; provided, that Owner may withhold from the final payment, in the event of a dispute between Owner and Contractor, retentions in, and amount not exceeding, one hundred fifty percent (150%) of the disputed amount. At the Contractor's option, the Owner may release retention upon receipt of an unconditional lien release for the full value of the Work and any of its Contract Change Orders.
6. All manufacturers' warranties required by the Contract Documents shall commence on the date of the Notice of Completion for the Work. It shall be the Contractor's responsibility, through appropriate contractual arrangements with all subcontractors, materialmen, and suppliers, to ensure compliance with this requirement.
7. The acceptance by the Contractor of the final payment, after the date of Notice of Completion of the Project, shall be and shall operate as a release to the Owner of all claims and of all liability to the Contractor, under the Contract Documents or otherwise, for all things done or furnished in connection with this Work, excepting only the Contractor's claims for interest upon final payment, if such final payment be improperly delayed. No payments, however, final or otherwise, shall operate to release the Contractor or his/her sureties from any obligations under the Contract Documents, including but not limited to the Performance and Payment Bonds.

2.25 CHANGES TO THE WORK

- A. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletion, or other revisions. All such changes in the Work shall be authorized by a Contract Change Order, and shall be performed under the applicable conditions of the Contract Documents.
- B. **CONTRACT CHANGE ORDER:** A Change Order issued to add or delete Work from the Contract. Only an executed Contract Change Order will effectuate change in either the Contract Sum and/or the contract time. A Change Order is a written order to the Contractor dually signed to show both the approval of the Architect and Authorization of the Owner, issued after execution of the Contract. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in the Contract Sum or the contract time, and the full and final settlement of all costs (direct, indirect, and overhead) related to the Work authorized by the Change Order.
- C. All claims for additional compensation to the Contractor shall be presented in writing before the expense is incurred, and will be adjusted as provided herein. No work shall be allowed to lag pending such adjustment, but shall be promptly executed as directed, even if a disputed claim arises. No claim will be considered after the work in question has been done unless a Contract Change Order has been issued or a timely written notice of claim has been made by Contractor.

- D. Costs mean an itemized breakdown of all labor (by crafts), materials, sales taxes, equipment rentals, etc., for each portion of the Work which comprises the Change Order including any Subcontractor's itemized breakdown, plus not more than twenty percent (20%) to cover all profits and administration.
1. Under no circumstance will the total sum of allowable mark up for General Conditions, General Requirements, supervision, overhead (excluding small tools) and profit, exceed a cumulative total of twenty percent (20%), including markups for all parties involved in a change.
 - i. Work done by Contractor's own forces, not including bond and insurance premiums, shall not exceed a cumulative total of fifteen percent (15%);
 - ii. Work done by subcontractors, all tiers, including bond and insurance premiums, if any, shall not exceed a cumulative total of fifteen percent (15%);
 - iii. General Conditions, General Requirements, Supervision, Overhead and Profit for Contractor on Subcontractor's work, shall not exceed a cumulative total of five percent (5%).
 2. The cost or credit to the Owner resulting from a change in the Work shall be determined in one or more of the following ways:
 - i. By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
 - ii. By unit prices state in the Contract Documents or subsequently agreed upon;
 - iii. By cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
 - iv. By the method provided under Article 2.26.
- E. The amount of credit to be allowed by the Contractor to the Owner, as confirmed by the Project Manager, for any deletion or change that results in a decrease in the Contract Sum will be the amount of the actual cost. When both additions and credits covering related Work or substitutions are involved in any one change, the allowance for overhead and profit shall be figured on the basis of the net increase, if any, with respect to that change.

2.26 CHANGES TO THE CONTRACT (EXTRA WORK AT FORCE ACCOUNT)

- A. If none of the methods set forth in Section 2.25.D, is agreed upon, the Contractor, provided that a written order signed by the Owner is received, shall promptly proceed with the Work involved. The cost of such Work shall then be determined by the Project Manager, on the basis of reasonable expenditures or savings of those performing the Work attributable to the change, including, in the case of an increase in the Contract Sum, not more than twenty percent (20%) for all overhead and profit. In such case, and also under Section 2.25.D, Paragraph 3, the Contractor shall keep and present, in such form as the Owner or the Project Manager may prescribe, an itemized accounting of actual cost together with appropriate supporting data for inclusion in a Contract Change Order. Unless otherwise provided in the Contract Documents, cost shall be limited to the following:
1. Labor Cost is the cost of labor for the workers (including working foremen) used in the actual and direct performance of the extra work, whether employed by the Contractor, or Subcontractors and Specialized Forces of any tier. Labor Cost shall include:
 - a. Actual Wages paid to the works, plus employer payments to or on behalf of the workers for health and welfare, pension, vacation, and training. If required by the Project Manager, certified payrolls shall be submitted with extra work reports as verification of wages paid to the workers.
 - b. A Labor Surcharge of twenty percent (20%) (thirty five percent (35%) for demolition work and roofing work) will be added to the Actual Wages as defined above. The Labor Surcharge shall constitute full compensation for all payments imposed by State and Federal laws, including Workers Compensation Insurance, Social Security, and Unemployment Insurance.
 - c. Subsistence and Travel Allowance if actually paid to the workers. Labor Surcharge will not be added to Subsistence and Travel Allowance.
 2. Equipment Cost is the payment made for the equipment actually used in the performance of the extra work.
 - a. Equipment valued at three hundred dollars (\$300) or less shall be considered as small tools, and no payment will be made therefor.
 - b. Equipment costs will be paid in accordance with the rental rates listed in the "Cal-Trans Equipment Rental Rates, County of Fresno, Department of Public Works and Planning," in effect at the time of bid, available from the Department, Suite 711, Fresno County Plaza Building, 2220 Tulare Street, Fresno, CA 93721.

- c. In the event that any of the equipment to be used is not listed in the above publication, the rental rate shall be agreed upon in writing by the Contractor and CM before the extra work is begun.
- 3. Materials Cost is the payment made for materials incorporated into the Work.
 - a. Materials Cost shall include sales tax, freight, and delivery charges, less any available discounts whether or not said discounts are taken.
 - b. Materials Cost shall be based upon supplier's or manufacturer's invoice. If invoices or other satisfactory evidence of cost are not furnished within sixty (60) days of delivery or within fifteen (15) days after acceptance of the Contract, whichever occurs first, then the Project Manager shall determine the Materials Cost, in his/her sole discretion, on the basis of available information and on his/her considered experience.
- 4. Specialized Services are those services or items of extra work that, by agreement of the Contractor and the Project Manager, cannot be performed by forces of the Contractor or his/her Subcontractors, and may be performed by a specialist.
 - a. Specialized Services may be paid for by invoice if the established practice of the specialized force industry does not provide complete itemization of Labor, Equipment, and Materials Costs.
- 5. Markup for Profit, Home Office and Field Office Overhead, Bond Premium, insurance, taxes, and supervision will be added to the total of Labor Cost, Equipment Cost, Materials Cost, and Specialized Services.
 - a. Markup will be added only once on any Extra Work at Force Account, regardless of the number of contractors and subcontractors involved.
 - b. It is recognized that individual contractors and subcontractors have different overhead costs, profit requirements, and bond premium rates. The amount to be added to Extra Work for markup shall include compensation for profit, overhead and bond premium without distinguishing among these items.
 - c. The markup to be added for Extra Work at Force Account on this Project shall be fifteen percent (15%) plus 1-1/2% for Performance and Payment Bonds for Contractor only.

6. Records shall be maintained by the Contractor and Subcontractors in such a manner as to provide a clear distinction between the costs of Extra Work paid for on a forced account basis and the costs of other operations. From these records, the Contractor shall furnish the Project Manager a completed extra work report for each day's extra work to be paid for on a force account basis. Extra work reports shall itemize the materials used, equipment rental charges, and specialized services costs, and shall provide names or identifications and classifications of workmen, the hourly rate of pay, and hours worked. Extra work reports shall be compiled and submitted to the Project Manager daily for verification and signature. Extra work reports shall be signed by the Contractor or his/her authorized representative.
7. If the Contractor disputes the Architect's cost determination, the Contractor may initiate a claim in compliance with the Claims and Disputes Resolution provisions of these General Conditions.

2.27 SITE CONDITIONS

- A. Where investigations have been conducted by the Owner of existing conditions on a site, including subsurface conditions, such investigations are made for the purpose of design only and for the information of bidders. The results of such investigations represent only the statement by the Owner as to the circumstance and character of materials actually encountered by the Owner during the investigations. The Owner makes no guarantee or warranty, express or implied, that the conditions indicated are representative of conditions existing throughout the site of a Project or any part of it, or that unanticipated conditions might not occur.
- B. All excavation work shall be performed on an "unclassified basis"; that is, such work shall include the removal of all material encountered including earth or rock formations, regardless of the type or hardness thereof, or groundwater conditions in the excavation, the cost of such excavations being included in the Contract Sum. Unclassified excavation Work includes drilling or blasting operations.
- C. If site conditions are discovered that materially differ from previous information that the Contractor has received, and that could not have been discovered by the Contractor through prudent and reasonable investigation prior to developing the Contract Sum for the Work, the Contractor shall be compensated for additional costs incurred in working with the unknown site conditions, but only to the extent that such previously unknown and undiscoverable site conditions cause the Contractor to incur costs in addition to the Contract Sum for that portion of the Work. The Contractor must be able to demonstrate clearly the original Contract Sum for that portion of the Work (plus any Contract Change Orders applicable to that portion of the Work) and the additional costs incurred as a direct result of the unknown site conditions. Only additional costs over and above the amount of the Contract Sum for that portion of the Work will be compensated upon a recommendation of approval by the Project Manager.

2.28 REQUEST FOR EQUITABLE ADJUSTMENT

- A. If the Contractor considers a Request for Equitable Adjustment is justified for any increase in the contract time, the Contractor shall promptly, upon first observance of the condition giving rise to the request, provide the Project Manager and Owner written notice of such condition and circumstance. This notice shall be given by the Contractor before proceeding to execute the Work, except in emergency endangering life or property, in which case the Contractor shall proceed in accordance with the Emergency provisions of these General Conditions. No such request shall be valid unless so made. A Contract Change Order shall be required to authorize any change in the contract time resulting from such request for equitable adjustment.
- B. If the Contractor requests that additional cost or time is involved because of, but not limited to, (1) any written interpretation pursuant to Section 2.07.G, (2) any order by the Owner to stop the Work pursuant to Section 2.08 where the Contractor was not at fault, or any such order by the Project Manager as the Owner's agent, (3) any written order for a minor change in the Work issued pursuant to Section 2.29, the Contractor shall make such request for equitable adjustment as provided in Section 2.28.A.

2.29 MINOR CHANGES IN THE WORK

The Project Manager will have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or extension of the contract time and not inconsistent with the intent of the Contract Documents. Such changes shall be enacted by written order issued through the Project Manager, and shall be binding on the Owner and the Contractor. The Contractor shall carry out such written orders promptly.

2.30 SUCCESSORS AND ASSIGNS

The Owner and the Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to the partners, successors, assigns, and legal representatives of such other party with respect to all covenants, agreements, and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other.

2.31 ASSIGNMENT OF MONEYS

The Contractor shall not assign moneys due or to become due him/her under the contract without the written consent of the Auditor-Controller of Fresno County. Any assignment of moneys shall be subject to all proper set-offs in favor of the County of Fresno and to all deductions provided for in the contract and particularly all money withheld, whether assigned or not, shall be subject to being used by the County of Fresno for the completion of the work in the event that the Contractor should be in default therein.

2.32 GUARANTEE OF WORK

- A. The Contractor warrants to the Owner that all materials and equipment and the Work as a whole furnished under this Contract will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract Documents, for a period of 365 Calendar Days from the date of acceptance of the Work as specified in the Notice of Completion, unless a longer period is otherwise specified. All manufacturer's warranties required by the Contract Documents shall commence on the date of the filing of the Notice of Completion for the Work (which date necessarily will follow the performance under separate contracts). It shall be the Contractor's responsibility, through appropriate contractual arrangements with all subcontractors, materialmen, and suppliers, to ensure compliance with this requirement. All Work not conforming to these requirements, including substitutions not properly reviewed and authorized, may be considered defective. If required by the Project Manager, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.
- B. If repairs or changes are required in connection with guaranteed work within any guaranteed period, which, in the opinion of the Project Manager is rendered necessary as the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the Contract Documents, the Contractor shall, promptly upon receipt of notice from the Owner, and without expense to the Owner, (1) place in satisfactory condition in every particular all of such guaranteed work, correct all defects therein; and (2) make good all damage to the building or site, or equipment or contents thereof, which, in the opinion of the Project Manager, is the result of the use of materials, equipment, or workmanship which are inferior, defective, or not in accordance with the Contract Documents; and (3) make good any work or materials, or the equipment and contents of said building or site disturbed in fulfilling any such guarantee.
- C. If the Contractor disturbs any work guaranteed under another contract in fulfilling the requirements of the contract or of any guarantee, embraced in or required thereby, he/she shall restore such disturbed work to a condition satisfactory to the Project Manager and guarantee such restored work to the same extent as it was guaranteed under such other contract.
- D. The Owner may have the defects corrected if the Contractor, after notice, fails to proceed promptly to comply with the terms of the guarantee and the Contractor and his/her surety shall be liable for all costs and expenses incurred in connection therewith.

- E. All special guarantees applicable to definite parts of the work that may be stipulated in the Contract Documents shall be subject to the terms of this Article 2.32 during the first (1st) year (365 Calendar Days) of the life of such special guarantee.

2.33 RESPONSIBILITY FOR DAMAGE

- A. Neither the Owner, the Architect, nor any officer or employee of the County, or officer or employee thereof, within the limits of which the work is being performed, shall be answerable or accountable in any manner, for any loss or damage that may happen to the work or any part thereof; or for any of the materials or other things used or employed in performing the work; or for injury to any person or persons, either workmen or the public, for damage to property from any cause which might have been prevented by the Contractor, or his/her workmen, or anyone employed by him/her, against all of which injuries or damages to persons and property the Contractor having control over such work must properly guard.
- B. The Contractor shall be responsible for any liability imposed by law for any damage to any person or property resulting from defects or obstructions or from any cause whatsoever during the progress of the work or at any time before the issuance of the Notice of Completion.
- C. The Contractor shall indemnify and hold harmless the Owner, the Project Manager, the Architect, and all of their respective officers and employees, from all claims, lawsuits or actions of every kind and nature whatsoever, brought for, or on account of any injuries or damages received or sustained by any person or persons, resulting from any act or admission by the Contractor or his/her servants or agents, in the construction of the work or by or in consequence of any negligence in guarding the same, in improper materials used in its construction, or by or on account of any act or omission of the Contractor or his/her agents in the performance of Contractor's obligations under the Contract Documents. In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the contract as shall be considered necessary by the Owner may be retained by the Owner until disposition has been made of such claims, lawsuits, or actions for damages as aforesaid.

2.34 WRITTEN NOTICE

Subject to any additional requirements that may be applicable to claims under the immediately following Article 2.35 RESOLUTION OF CONTRACT CLAIMS AND DISPUTES, formal service, when required, of written notice shall be deemed to have been duly served if delivered in person, to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if sent by registered or certified mail to the listed address of that entity for the attention of such individual.

2.35 RESOLUTION OF CONTRACT CLAIMS AND DISPUTES

- A. A Claim is a demand or assertion, sent by registered mail or certified mail with return receipt, requested by one (1) of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time, or a request for equitable adjustment or Contract Change Order which cannot be resolved per provisions of Section 2.25 - CHANGES TO THE WORK. Any Claim shall be reduced to writing and filed with the Project Manager, within ten (10) calendar days after the Contractor has notice of the condition giving rise to the Claim, and final action per Section 2.25 - CHANGES TO THE WORK procedures has taken place or has been declared as such in writing, by either party. Such ten (10)-day notice of an asserted claim is in addition to the requirement for prompt notice required per Section 2.25 - CHANGES TO THE WORK.
- B. The Contractor shall not claim or recover any overhead cost administrative or otherwise, particularly 'Home Office' expenses, 'Extended site overhead', or any other overhead cost on the basis of any 'Home Office' damages formula, 'Eichleay' formula, 'Total Cost' recovery formula or any other such formula.
- C. REQUIREMENTS FOR FILING A CLAIM. Claims shall be submitted to the Project Manager. Claims must be filed within the time specified above, but in no event shall any claim be considered by the Project Manager that is filed later than the date of final payment of the Project. The claim shall be in writing and shall be a sum certain, if known. If unknown, Contractor shall specify the basis for establishing the sum certain. Claim shall include a statement of the reasons for the asserted entitlement and include the documents necessary to substantiate the claim. Such documents may include, but are not limited to, payroll records, purchase orders, quotations, invoices, estimates, subcontracts, daily logs, supplier contracts, subcontract billings, bid takeoffs, equipment rental invoices, ledgers, journals, daily reports, job diaries, and any documentation related to the requirements of Section 2.25 - CHANGES TO THE WORK. In the case of a continuing delay, only one (1) claim is necessary. If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that weather conditions had an adverse effect on the critical activities on the construction schedule. The Contractor shall certify, at the time of submission of a claim, as follows:

"I, _____, being the
_____, (MUST BE AN OFFICER) of
_____, (GENERAL CONTRACTOR),
declare under penalty of perjury under the laws of the State of
California, and do personally certify and attest that: I have thoroughly
reviewed the attached claim for additional compensation and/or
extension of time, and know its contents, and said claim is made in
good faith; the supporting data is truthful and accurate; the amount
requested accurately reflects the contract adjustment for which the
Contractor believes the Owner is liable; and, further, that I am familiar
with California Penal Code Section 72 and California Government Code
Section 12560, et seq, pertaining to false claims, and further know and
understand that submission or certification of a false claim may lead to
fines, imprisonment and/or other severe legal consequences."

By: _____
(Contractor's signature) (Date)

D. Nothing in this Article is intended to extend the time limit or supersede notice requirements otherwise provided by this contract or by applicable law for the filing of claims. Any formal claim shall be processed in accordance with the provisions of Public Contract Code Section 9204 and Section 20104 et. seq., each of which establishes a process for resolution of claims, the provisions of which are consistent with and effectively summarized by the following:

1. The Owner (or his/her designee), shall review the facts pertinent to the claim, obtain additional information deemed necessary for a decision (if any), review recommendations of the Project Manager, coordinate with the contract administrator (if any), and secure assistance from legal and other advisors, and render a written decision on the claim within forty-five (45) days of receipt of the claim. If additional information or documentation is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Owner (or his/her designee) and claimant. The Owner's (or his/her designee's) written response to the claim, as supplemented by any additional information and/or documentation provided by claimant, shall be submitted to the claimant within fifteen (15) days after receipt of the further information and/or documentation or within a period of time no greater than that taken by the claimant in producing the additional information, whichever is greater.
 - a. For claims of over fifty thousand dollars (\$50,000) and less than or equal to three hundred seventy-five thousand dollars (\$375,000), the Owner (or his/her designee), shall respond in writing to all written claims within sixty (60) days of receipt of the claim, or may request, in writing, within thirty (30) days of receipt of the claim, any additional documentation supporting the claim or relating to defenses to the claim the Owner (or his/her designees) may have against the claimant.

2. If the claimant disputes the written response of Owner (or his/her designee), or Owner fails to respond within the time prescribed, the claimant may so notify the Owner (or his/her designee), in writing, either within fifteen (15) days of receipt of the Owner (or his/her designee's) response or within fifteen (15) days of the Owner (or his/her designee's) failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon a demand, the Owner (or his/her designee) shall schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
3. Within ten (10) business days following conclusion of the meet and confer conference, any unpaid portion of the claim remaining in dispute shall be submitted to nonbinding mediation, as that term is defined by Public Contract Code Section 9204(d)(2)(C).
4. If following the conclusion of the meet and confer conference and mediation process, the claim or any portion thereof remains in dispute, the claimant may file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the claimant submits his/her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference and mediation process as described in the immediately preceding Paragraphs 2 and 3 of this Section D.
5. In the event of any perceived conflict between the summary of the procedure set forth in this Article and the actual provisions of the Public Contract Code Section 9204 and Section 20104, et seq., the statutory provisions shall control; and in the event of any perceived conflict between the provisions of Section 9204 and Section 20104, et seq., the provisions of Section 9204 shall control.

- E. PROCEDURES FOR CIVIL ACTIONS TO RESOLVE DISPUTED CLAIMS.
Non-binding Mediation: Within sixty (60) days, but no earlier than thirty (30) days, following the filing of a responsive pleading, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation by both parties. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause shown to the court. If the parties fail to select a mediator within the 15-day period, any party may petition the court to appoint the mediator.

Judicial Arbitration: If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of the code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this

subsection consistent with the rules pertaining to judicial arbitration. Arbitrators shall be experienced in construction law.

Appeals: As provided by statute (specifically Public Contract Code section 20104.4(b)(3) and Code of Civil Procedure section 1141.21), any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees, also pay the attorneys' fees on appeal of the other party.

- F. CLAIMS AND DISPUTES EXEMPT FROM FILING REQUIREMENTS. The requirements and procedures imposed by this Article do not apply to:
1. Any claims by the Owner; or
 2. Any claim for or respecting personal injury or death or reimbursement or other compensation arising out of or resulting from liability for personal injury or death; or
 3. Any claim or dispute relating to stop payment requests or stop notices; or
 4. Any claim or dispute related to the approval, refusal to approve, or substitution of Subcontractors, regardless of tier, and suppliers.
- G. PAYMENT OF UNDISPUTED PORTION OF CLAIM. Owner shall pay claimant such portion of a claim that is undisputed except as otherwise provided in the contract.
- H. CONTINUE WORK DURING DISPUTE. In the event of any disputed claim or other dispute between the Owner and the Contractor, the Contractor will not stop work but will prosecute the work diligently to completion in his/her manner directed by the Owner, and the dispute shall be resolved by a court of law after completion of the Work. However, Contractor must submit all disputes in accordance with the provisions of this Section 2.35.
- I. SUIT IN FRESNO COUNTY ONLY. Any litigation arising out of this Contract shall be brought in Fresno County and Contractor hereby waives the removal provisions of California Code of Civil Procedure Section 394.

2.36 PERFORMANCE BOND, LABOR AND MATERIAL PAYMENT BOND, AND WARRANTY BOND

- A. The Contractor shall furnish Performance Bond in the amount of one hundred percent (100%) of the Contract Sum, and Payment Bond in the amount of one hundred percent (100%) of the Contract Sum and One Year Warranty Bond in the amount of ten percent (10%) of the Final Contract Sum, which is the cumulative amount that will have been paid to Contractor for all of the Work performed under the Contract once the Project has been completed and the Work has been accepted by the County.

- B. All bonds required, whether Bid bonds, Performance, Payment, Warranty, or other bonds, shall be issued by an admitted surety insurer authorized by the California Insurance Commissioner to transact surety insurance in the state. The same admitted surety insurer must issue the Bid Bond, Performance Bond, Payment Bond, and Warranty Bond. The payment, performance, and warranty bonds required by these specifications will neither be accepted nor approved by the Owner unless the bonds are underwritten by an admitted surety and the requirements of California Code of Civil Procedure section 995.630 are met. The bonds must include a physical mailing address, phone number, and contract person for the admitted surety insurer. The Owner further reserves the right to satisfy itself as to the acceptability of the surety and the form of bond. Upon request of the Owner, the bidder must submit the following documents:
1. The original, or a certified copy, of the unrevoked appointment, power of attorney, bylaws, or other instrument authorizing the person who executed the bond to do so.
 2. A certified copy of the certificate of authority of the insurer issued by the California Insurance Commissioner.
 3. A certificate from the county clerk that the certificate of authority has not been surrendered, revoked, canceled, annulled, or suspended, or in the event that it has, that renewed authority has been granted.
 4. A financial statement of the assets and liabilities of the insurer to the end of the quarter calendar year prior to thirty (30) days next preceding the date of the execution of the bond, in the form of an officers' certificate as defined in Corporations Code section 173.

2.37 RIGHTS AND REMEDIES

- A. The duties and obligations imposed by the Contract Documents and the rights and remedies available hereunder shall be in addition to, and not a limitation of, any duties, obligations, rights, and remedies otherwise imposed or available by law.
- B. No action or failure to act by the Owner, or by the Project Manager or Architect, regarding any deficiency, breach, or default in performance by the Contractor under the Contract Documents, shall be deemed or construed to constitute acquiescence of the Owner in connection therewith or with regard to any subsequent deficiency, breach, or default in performance by the Contractor; nor shall any such prior act of failure to act by or on behalf of Owner be deemed or construed as a waiver of any rights in favor of Owner regarding any such deficiency, breach, or default in performance by the Contractor, regardless of the similarity to the prior incident or circumstance when no action was taken regarding any alleged deficiency, breach, or default in performance by the Contractor.

2.38 TIME, DELAYS, AND LIQUIDATED DAMAGES

A. DEFINITIONS

1. Unless otherwise provided, the contract time is the period of time allotted in the Contract Documents for completion of the Work, including authorized adjustments thereto.
2. The Date of Commencement of the Work is the date established in the Notice to Proceed.
3. The Date of Completion of the Work is the date on which the work is certified as complete by the Project Manager as specified in the Notice of Completion.
4. The term "day" as used in the Contract Documents shall mean calendar day unless specifically designated otherwise.

B. PROGRESS AND COMPLETION

1. Time is of the essence regarding all time limits stated in the Contract Documents. By executing the Agreement, the Contractor confirms that the contract time is a reasonable period for performing the Work.
2. The Contractor shall begin the Work on the Date of Commencement. The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required herein to be furnished by the Contractor. The Date of Commencement of the Work shall not be changed by the effective date of such insurance.
3. The Contractor shall carry the Work forward expeditiously with adequate forces and shall achieve Completion of the Work within the contract time.

C. DELAYS AND EXTENSIONS OF TIME

1. Delays in prosecution of parts or classes of the Work that are not demonstrated to prevent or delay completion of the entire Project or specific milestones within the contract time are not "unavoidable delays" for purposes of this section.
2. In all cases, the time authorized for extension of the contract time shall be no greater than the number of days directly attributable to the event or circumstances which causes unavoidable delay in the completion of the Project. Contractor shall be entitled, in the case of unavoidable delays, to an extension in the contract time, but not to any increase to the Contract Sum. "Unavoidable delay" for this purpose shall be defined as follows:

- a. Unavailable Materials. That materials or articles called for in the Contract Documents are not obtainable within the time required for timely completion; provided that such materials or articles were listed by the Contractor in the schedule required by Section 2.17 - CONTRACTOR'S CONSTRUCTION SCHEDULE; that the Contractor demonstrates that the unavailability of the materials is in fact the cause for the delay, and could not have been avoided by an appropriate adjustment in the Construction Schedule; and that the unavailability of such materials is due to circumstances beyond the Contractor's control. If good cause for delay is demonstrated pursuant to this subsection, the Owner, at its sole discretion, may grant a time extension.
- b. Force Majeure. That delays in construction have resulted from circumstances beyond the control of the Contractor and which the Contractor could not have provided against by the exercise of reasonable care, prudence, foresight, and diligence. Unavoidable delays within the meaning of this subparagraph shall be those caused by acts of God, war, insurrection, civil disorder, fire, floods, epidemic, or strikes.
- c. Unseasonable Weather. An extension of contract time may be granted due to weather which is unsuitable for the Work currently in progress, upon the determination of the Owner that the weather conditions in fact caused the delay in completion of the Project and that such weather conditions were not, and could not in the exercise of reasonable diligence, have been foreseen by the Contractor. Seasonable weather that, in the exercise of reasonable foresight and diligence, should be expected in the area at the time of year in question is not cause for an extension of time.
- d. Time Extensions Due to Contract Change Orders or Work Authorizations. A time extension may be granted due to additional work that results in a delay in the Project caused by the approval by the Owner of a Contract Change Order or Work Authorization. The Contractor shall be entitled to a contract time extension Change Order only when the extra Work is demonstrated by the Contractor to have caused a delay in the Project.
- e. Owner-Caused Delays. In the event that the Project is delayed by acts of the Owner not authorized by the Contract Documents which the Contractor demonstrates will or have caused an unavoidable delay, the Contractor shall be entitled to a contract time Change Order to offset the extra time incurred by the Contractor. The Contractor will not be entitled to adjustments in the Contract Sum. Extra time shall be limited to that which is directly identified as critical by the delay.

4. The Contractor specifically agrees that a time extension as provided herein is its sole remedy for Owner-caused delays, and agrees to make no claim or demand for additional damages, nor claim an acceleration of the time for performance.
5. The Contractor shall not be entitled to any contract time extension nor Contract Sum adjustment for alleged Owner delays if the Owner has acted within the time limits specified by the Contract Documents.

D. NOTICE OF DELAYS

1. Contractor shall notify the Project Manager promptly whenever the Contractor foresees any event or circumstance that may delay the prosecution of the Work and in Contractor's opinion may provide grounds for an extension, and shall in any event notify the Project Manager immediately upon the occurrence of any such delay. The Contractor shall take immediate steps to prevent, if possible, the occurrence or continuance of the delay. If this cannot be done, the Project Manager shall determine how long the delay shall continue and to what extent the prosecution and completion of the Work are being delayed thereby. Such notification shall specify with detail the cause asserted by the Contractor to constitute grounds for an extension. Failure of the Contractor to submit such a notice within ten (10) days after the initial occurrence of the event giving rise to the delay shall constitute a waiver by the Contractor of any request for a time extension, and no extension shall be granted as a consequence of such delay.
2. If the Contractor believes that the delay in prosecution in the Work will result in an unavoidable delay in completion of the entire Project, the Contractor shall submit evidence to support that belief, together with its request for a time extension. Such evidence shall include a demonstration that the delayed portion of the Work will affect the Critical Path Scheduling of the entire Project. The Contractor shall also submit a proposed revised Construction Schedule, which accounts for the delay in completion of the entire Project caused by the delay in prosecution of part of the Project, and includes a revised Critical Path demonstrating how the Project will be completed within the proposed revised contract time.

E. INVESTIGATION; PROCEDURE

1. Upon receipt of a request for Time extension, the Project Manager shall conduct an investigation of the facts asserted by the Contractor to constitute grounds for an extension. The results of this investigation shall be reported by the Project Manager to the Contractor and shall indicate whether he/she will recommend for or against such extension to the Owner. The performance of this investigation by the Project Manager shall not be construed as direction or recommendation to the Contractor regarding scheduling of the work. Scheduling this work is the sole responsibility of the Contractor.

2. The Project Manager may, in his/her sole discretion, defer this recommendation to allow the accumulation of time extensions due to Work Authorizations into a periodic or final Contract Change Order request.
3. Upon receiving the Project Manager's recommendation to the Owner regarding the Contractor's request for a time extension, the Contractor may either withdraw its application for extension, or request that it be scheduled for action by the Owner. If the Owner disallows the request, there shall be no allowance made for the time during which the request was pending, and the Contractor shall remain obligated to complete the Work in the time specified.
4. If the Owner approves the time extension Contract Change Order, the new Construction Schedule submitted by the Contractor and approved by the Owner shall be deemed to amend the original Construction Schedule approved by the Owner; thereafter, the amended Construction Schedule shall have the same force and effect as the originally approved Progress Schedule.
5. The revised Construction Schedule must be submitted within seven (7) calendar days of the date on which the Owner approves the change.
6. The Contractor agrees that the Owner's determination as to the existence of grounds for an extension, and the duration of any such extension, shall be final and binding upon both Owner and Contractor.

F. DISCRETIONARY TIME EXTENSION FOR BEST INTEREST OF OWNER

1. The Owner reserves the right to extend the contract time for completion of the Work if the Director of Public Works and Planning or designee determines that such extension is in the best interest of the Owner.
2. In the event that such discretionary extension is made at the request of the Contractor, the Owner shall have the right to charge to the Contractor all or any part, as the Board may deem proper, of the actual cost to the Owner for engineering, inspection, supervision, contract administration, incidental, and other overhead expenses that accrue during the period of such extension, and to deduct all or any portion of such amounts from the final payment for the Work.
3. In the event such extension is ordered over the objection of the Contractor, the Contractor shall be entitled to a Contract Change Order adjusting the price paid to reflect the actual costs incurred by the Contractor as a direct and proximate result of the delay, upon his/her written application therefor, accompanied by such verification of costs as the Project Manager requires. Only additional direct costs incurred at the site will be reimbursable by Contract Change Order.

G. LIQUIDATED DAMAGES

1. If the Work is not completed by Contractor in the time specified in the Work Order, or within any period of extension authorized pursuant to this Article, the Contractor acknowledges and admits that the Owner will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the Owner that the Contractor shall pay to the Owner as fixed and liquidated damages, and not as a penalty, the sum specified in Section 005213, Agreement, Article III for each calendar day of delay until the Work is completed and accepted, and that both the Contractor and the Contractor's surety shall be liable for the total amount thereof, and that the Owner may deduct said sums from any monies due or that may become due to the Contractor.
2. This liquidated damages provision shall apply to all delays of any nature whatsoever, save and except only unavoidable delays approved by the Owner pursuant to the provisions of Article 2.38.C.2 hereinabove, or discretionary time extensions approved by the Board of Supervisors pursuant to the provisions of Article 2.38.F hereinabove.

H. EXTENSION OF TIME NOT A WAIVER

1. Any extension of contract time granted pursuant to this Article shall not constitute a waiver by the Owner, nor a release of the Contractor, from his/her obligations to perform the Work within the allotted contract time.
2. Granting of a time extension due to one (1) circumstance on one (1) request therefore shall not constitute a granting by the Owner of an extension of time for any other circumstance or the same circumstance occurring at some other time, and shall not be interpreted as a precedent for any other request for extension.

2.39 PROTECTION OF PERSONS AND PROPERTY

A. SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work.

B. SAFETY OF PERSONS AND PROPERTY

The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

1. All employees on the Work and all other persons who may be affected thereby;
2. All the work and all materials and equipment to be incorporated therein, whether in storage or off the site, and that is under the care, custody, or control of the Contractor or any of the Contractor's Subcontractors or Sub-subcontractors;
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction; and
4. The work of the Owner or other separate contractors.

C. The Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

D. The Contractor shall erect and maintain, as required by existing conditions and the progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent facilities.

E. When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

F. The Contractor shall promptly remedy all damage or loss to any property referred to above caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, and for which the Contractor is responsible under the above noted clauses, except damage or loss attributable solely to the acts or omissions of the Owner, the Project Manager, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable in any degree to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under the Indemnification provisions provided herein.

G. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and the Project Manager.

- H. The Contractor shall not load or permit any part of the Work to be loaded in a manner that could endanger its safety or pose a risk to anyone working at the Project site.

I. EMERGENCIES

In any emergency affecting the safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided in the provisions herein for Changes in the Work.

2.40 INSURANCE

A. CONTRACTOR'S INSURANCE

1. Bidders' attention is directed to the insurance requirements below. It is highly recommended that Bidders confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of the insurance certificates and endorsements required below. A bidder who is awarded a contract and thereafter fails to comply strictly with the insurance requirements, will be deemed to be in default of its obligations.
2. Contractor shall procure and maintain for the duration of the Contract, and for three (3) years thereafter, insurance against claims for injuries to persons or damages to property which may arise from, or in connection with, the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Contractor's bid.
3. No later than ten (10) calendar days following the Award of the Contract, and prior to execution of the Agreement for Construction by the Owner, the Contractor shall submit certificates of insurance, signed by an authorized agent of the insurer, attesting to insurance coverage of the Contractor as required by this Article.

B. MINIMUM SCOPE AND LIMITS OF INSURANCE

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than five million dollars (\$5,000,000) per occurrence and an annual aggregate of ten million dollars (\$10,000,000). If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be three times the required occurrence limit.
2. Automobile Liability: Insurance Services Office (ISO) Form CA 0001 covering Code 1 (any auto), with limits no less than five million dollars (\$5,000,000) per

accident for bodily injury and property damage. Coverage should include owned and non-owned vehicles used in connection with this Agreement and all applicable endorsements. This requirement can be obtained through an umbrella policy.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than one million dollars (\$1,000,000) per accident for bodily injury or disease.
4. If Contractor is a licensed professional or employs professional staff, (e.g., Architect, Engineer, Surveyor, etc.) in providing services, Professional Liability with limits no less than one million dollars (\$1,000,000) per occurrence or claim, and three million dollars (\$3,000,000) annual aggregate.
5. Builder's Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

If Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the Contractor shall obtain coverage to reduce or eliminate such self-insured retentions as respects the Owner, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Owner guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Owner.

C. OTHER INSURANCE PROVISIONS

Contractor's insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees, or volunteers.
2. The County of Fresno, its officers, officials, employees, and volunteers are to be named individually and collectively, as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees, or volunteers.

3. The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for the Owner.
4. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Owner, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
5. Any failure to comply with reporting provisions of the policies shall not affect Coverage provided to the Owner, its officers, officials, employees, agents, Engineers, Consulting Engineers, or volunteers.
6. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
7. All Contractor's insurance policies for coverage required under this agreement shall not be cancelled or changed, such as a reduction in coverage, without a minimum of thirty (30) days advance written notice given to Owner. The 30-day notice of cancellation applies to all reasons for cancellation, including cancellation for non-payment of premiums.
8. The insurer shall agree to waive all rights of subrogation against the Owner, its officers, officials, employees, and volunteers for losses arising from work performed by the Contractor for the Owner.
9. The Builder's Risk (Course of Construction) policy shall be an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions. All subcontractors shall be insured to the extent of their portion of the work under the Contractor. The Contractor shall request, and is responsible to confirm with its insurer, that the County of Fresno and all subcontractors are named, both as additional insured and as additional loss payees, on the Builder's Risk insurance policy. The Contractor and all subcontractors waive all rights, each against the others, for damages arising from perils covered by the insurance required under the terms of this article, except such rights as they may have to the proceeds of the Builder's Risk insurance obtained and maintained by the Contractor.

D. ACCEPTABILITY OF INSURERS

Contractor shall obtain the policies and coverages specified herein from an admitted insurer in good standing with and authorized to transact business in this state by the California Department of Insurance, and having a Best's rating of no less than A FSC VIII.

E. SUBCONTRACTORS

Contractor shall include all Subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each Subcontractor.

F. EVIDENCE OF COVERAGE

Within ten (10) days of bid award, Contractor shall furnish the Owner with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this Article 2.40) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Owner. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Certificates of Insurance and Endorsements for all policies must be signed by a person authorized by the insurer to bind coverage on its behalf, indicate the name and address of the official who will administer this contract, state that such insurance coverages have been obtained and are in full force and effect, and clearly indicate that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the Owner.

Commercial General Liability Endorsements must name the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by Owner, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein.

2.41 UNCOVERING WORK

- A. This Section shall apply to any Work installed and covered up by the Contractor that is required by the Building Code or other statutory or regulatory requirement to undergo inspection or special inspection and/or testing approval by an appropriate official representing the Owner or other public authority having jurisdiction to conduct such inspection and/or testing. Work covered up by the Contractor, Contractor's Subcontractors, or Suppliers prior to inspection/special inspection and/or testing approval shall be uncovered and repaired or replaced after inspection approval at the sole expense of the Contractor. This shall apply to all labor and material needed to complete both physical and cosmetic repairs, and any additional inspection costs associated with restoring the Work.
- B. This Section also shall apply to any Work installed and covered up by the Contractor, Contractor's Subcontractors, or Suppliers that is determined by the Owner or its Project Manager, during construction or within the Warranty period, to be defective, broken, or inoperative. Work covered up by the Contractor, Contractor's Subcontractors, or Suppliers that is found to be defective, broken, or inoperative shall be uncovered and repaired or

replaced at the sole expense of the Contractor. This shall apply to all labor and material needed to complete both physical and cosmetic repairs, and any additional inspection costs associated with restoring the Work.

2.42 CORRECTION OF WORK

- A. The Contractor shall promptly correct all Work rejected by the Project Manager as defective or as failing to conform to the Contract Documents, whether or not fabricated, installed, or completed. The Contractor shall submit a plan of action, within twenty-four (24) hours of notification of the rejected work by the Project Manager, for correcting the rejected work. The Contractor shall bear all costs of correcting such rejected Work, including compensation for the additional architectural and/or engineering services made necessary thereby.
- B. If, within 365 Calendar Days after the date of acceptance of the Work as specified in the Notice of Completion, or designated portion thereof, or within 365 Calendar Days after acceptance by the Owner of designated equipment, or within such longer period of time as may be prescribed by the terms of any applicable special warranty required by the Contract Documents, any of the Work is found by Owner to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation shall survive both final payment for the Work or designated portion thereof and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.
- C. The Contractor shall, at his/her sole expense, remove from the site all portions of the Work that are defective or nonconforming and which have not been corrected under Articles 2.32, 2.42.A, and 2.42.B, unless the Owner waives removal.
- D. If the Contractor fails to submit a plan of action, within twenty-four (24) hours of notification of the rejected work by the Project Manager, for correcting the rejected work, or fails to correct defective or nonconforming Work as provided herein in Articles 2.32, 2.42.A, and 2.42.B, the Owner may correct it in accordance with Article 2.08.C.
- E. If the Contractor does not take action under the plan to initiate such correction of such defective or nonconforming Work within ten (10) days of written notice from the Project Manager, the Owner may remove it and may store the materials or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the Owner may, upon ten (10) additional days' written notice, sell such Work at auction or at private sale and shall account for the proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for the Project Manager, Architect, or other Professional's additional services made necessary thereby. If such proceeds of sale do not cover all costs that the Contractor should have borne, the difference shall be charged to the Contractor and an appropriate Supplemental Work Order shall be issued. If the payments then or thereafter due the

Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

- F. The Contractor shall bear the cost of making good all work of the Owner or separate contractors destroyed or damaged by such correction or removal.
- G. Nothing contained in this Section 2.42 shall be construed to establish a period of limitation with respect to any other obligation which the Contractor might have under the Contract Documents, including Section 2.32 hereof. The establishment of the time periods noted in this Section 2.42, or such longer period of time as may be prescribed by law or by the terms of any warranty required by the Contract Documents, relates only to the specific obligation of the Contractor to correct the defective or nonconforming Work, and has no relationship to the time within which the Contractor's obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the defective or nonconforming Work.

2.43 ACCEPTANCE OF DEFECTIVE OR NONCONFORMING WORK

If the Owner prefers to accept defective or nonconforming Work, the Owner may do so instead of requiring its removal and correction, in which case a Contract Change Order will be issued to reflect a reduction in the Contract Sum where appropriate and equitable. Such adjustment shall be given effect whether or not final payment has been made. The Project Manager shall determine the amount of reduction in the Contract Sum.

2.44 TERMINATION BY THE OWNER

- A. If the Contractor is adjudged bankrupt, or makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or stop notices are served upon the Owner, or if the 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, or fails to make prompt payment to Subcontractors or for materials or labor, or persistently disregards applicable laws, ordinances, rules, regulations, or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract Documents, and fails after written notice to commence and continue correction of such default, neglect, or violation with diligence and promptness, the Owner upon certification by the Project Manager that sufficient cause exists to justify such action, may, after an additional written notice and without prejudice to any other remedy the Owner may have, terminate the Contract and take possession of all materials, equipment, tools, construction equipment, and machinery thereon owned by the Contractor and may finish the Work by whatever methods the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished.
- B. If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for the Project Manager's and Architect's

additional services made necessary thereby, Contractor will only be paid for his/her actual unpaid costs from such excess. If such costs exceed the unpaid balance, the contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or to the Owner, as the case may be, shall be certified by the Project Manager, upon application, in the manner provided in Section 2.24 and this obligation for payment shall survive the termination of the Contract.

2.45 SUBSTITUTION OF MATERIALS

- A. When a specific manufacturer, trade name, or material is specified, or indicated, it is to establish a standard of quality and shall not be construed as limiting competition. The intent of the Contract Documents is to specify high-grade standard material and equipment, and it is not the intent of these Contract Documents to exclude or omit the products of any responsible manufacturer, if such products are equally acceptable in terms of quality, finish, performance, durability, and serviceability, in the judgment of the Owner and the Architect, to those specified herein. Wherever an article, or any class of materials, is specified by the trade name or by the name of any particular patentee, manufacturer, or dealer, it shall be taken as intending to mean and specify the article of material described or any other equal thereto in quality, finish, performance, durability, and serviceability, in the judgment of the Owner and the Architect, for the purpose for which it is or they are intended.
- B. If the Contractor desires to use material or equipment other than that specified, he/she shall submit a request for approval of such substitution, in writing, to DesignServices@fresnocountyca.gov by no later than ten (10) days prior to bid opening. Substitution requests will not be considered if received after the time stipulated.
- C. The Owner does not guarantee that alternative articles, components, materials, or equipment other than the item specified by trade name or other specific identification, will fit within the design parameters of the Project without alteration of the Project design by the Contractor.
- D. The Owner has the right to reject any proposed alternative material which requires alteration of the project design which impacts the safety of the public or the user of a completed facility. If the proposed alternative material requires alteration of the design of the Project or any aspect thereof, and said alterations are acceptable to the Owner, the Contractor shall be responsible for performing said alterations at no additional cost to the Owner.
- E. Submittals for approval of substitute materials shall contain sufficient detailed information, descriptive brochures, drawings, samples, or other data as is necessary to provide a detailed side-by-side comparison to the specified materials. It is the sole responsibility of the Contractor to submit complete descriptive and technical information so the Project Manager can make proper appraisal. Lack of either proper or sufficient information shall constitute cause for rejection. Reference to product data will not be acceptable.

- F. It is the Contractor's responsibility to confirm and correlate all quantities and dimensions, and coordinate with all trades whose work may be affected by the requested substitution.

2.46 REFERENCE TO STANDARDS

- A. Reference to known standards shall mean and intend the latest edition or amendment published prior to date of these Specifications, unless specifically indicated otherwise, and to such portions of it that relate and apply directly to the material or installation called for on the Project.
- C. Where material is specified solely by reference to standard specifications, the Contractor shall, if requested by the Project Manager, submit to the Project Manager for his/her approval, data on all such material proposed to be incorporated into the Work of the Contractor, listing the name and address of the vendor, the manufacturer or producer, and the trade or brand names of such materials.

2.47 SPECIFICATIONS

- A. The Specifications are organized into Divisions, Sections, and Trade headings based on the Construction Specifications Institute's Master format and the Master format numbering system. This organization shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of the Work to be performed by any trade. The Contractor shall be responsible for examining all Sections of the Specifications for interrelated items of the Work, and for furnishing each item identified or specified.
- B. No responsibility will be assumed by the Owner, Architect, or the Project Manager for omissions or duplications by the Contractor in the completion of the Contract due to any alleged discrepancy in the arrangement of the material in these Specifications, nor shall any such segregation of work and materials operate to make the Project Manager an arbiter in defining the limits to the agreements between the Contractor and his/her Subcontractors or suppliers.
- C. The misplacement, addition, or omission of any letter, word, or punctuation mark shall in no way damage the true spirit, intent, or meaning of these Specifications.
- D. The words "shown", "indicated", "noted", "scheduled" or words of that effect shall be understood to mean that reference is made to Drawings accompanying these Specifications.
- E. Where reference herein is made to colors or finishes "as selected", the reference is to the Architect with concurrence by the Owner.

2.48 APPROVED APPLICATORS

- A. Where specific instructions in these Specifications require that a particular product and/or materials be installed and/or applied by an "approved

applicator" of the manufacturer, it shall be the Contractor's responsibility to ensure that any Subcontractors used for such work be approved applicators.

- B. Contractor accordingly shall bear any and all costs, and shall reimburse Owner for any such costs incurred by Owner, resulting from Contractor's failure to insure the use of an "approved applicator".

2.49 DELIVERY AND STORAGE OF MATERIALS

- A. Deliver all manufactured materials in the original packages, containers, or bundles (with the seals intact), bearing the name or identification mark of all manufacturers.
- B. Deliver fabrications in as large assemblies as practicable and where specified to be shop-primed or shop-finished; they shall be packaged or crated as required to preserve such priming or finish intact and free from abrasion.
- C. Store all materials in such manner as necessary to properly protect same from damage, as materials or equipment damaged by handling, weather, dirt or from any other cause will not be acceptable.
- D. Store materials so as to cause no obstructions (i.e. stored off all sidewalks and other walkways, roadways, and underground services). The Contractor shall be responsible for protecting from damage all material and equipment furnished under the Contract.

2.50 QUALITY OF WORK

- A. Where not more specifically described in any of the various Sections of these Specifications, the quality of work shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved, and shall include all items of fabrication, construction, or installation regularly furnished or required for completion of the work (including any finish), and for successful operation as intended of the Project and the component thereof corresponding to that work.
- B. All Work shall be executed by mechanics skilled in their respective lines of work.
- C. When completed, all parts shall have been durably and substantially built and shall present a neat, finished appearance.

2.51 HOURS OF WORK

- A. Eight (8) hours of labor shall constitute a legal day's work upon all work done hereunder, and it is expressly stipulated that no worker employed at any time by the Contractor, or by a Subcontractor under this Contract, upon the Work, shall be required or permitted to work thereon more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week, except as provided in Sections 1810-1815 inclusive, of the Labor Code of the State of

California, all the provisions of which are deemed to be incorporated herein as if set forth in full; and it is further expressly stipulated that for each and every violation of said last named stipulation, said Contractor shall forfeit, as a penalty to the Owner, fifty dollars (\$50.00) for each worker employed by the Contractor in the execution of this Contract, for each calendar day during which said worker is required or permitted to labor more than eight (8) hours in any one (1) calendar day and forty (40) hours in any one (1) calendar week in violation of any of said provisions of the Labor Code.

- B. Notwithstanding the above stipulations, pursuant to Section 1815 of the Labor Code, work performed by employees of contractors in excess of eight (8) hours per day and forty (40) hours during any one (1) week shall be permitted on the Project upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and a half (1 1/2) times the basic rate of pay.

2.52 WAGE RATES AND RELATED LABOR COMPLIANCE REQUIREMENTS

- A. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations (DIR), including the obligation to submit certified payroll records directly to the DIR Compliance Monitoring Unit (CMU) at least monthly using the CMU's eCPR system. Detailed information may be obtained on the State of California's Department of Industrial Relations website, www.dir.ca.gov/dlse/cmu/CMU.

The Contractor shall also submit certified payroll records of the Contractor, Subcontractors, and all Sub-subcontractors of any tier to the Inspector of Record at least monthly.

- B. Contractor shall, and shall cause each of its Subcontractors (as defined in Labor Code section 1722.1) to provide written proof that they are currently registered with the California Department of Industrial Relations at the time of bid submittal, and have paid the applicable annual fee and are thereby qualified to submit a bid and to perform public work pursuant to Labor Code section 1725.5, prior to award of this Contract or any subcontract hereunder. No bid shall be accepted, nor shall this Contract or any subcontract hereunder, be entered into without such proof.
- C. Pursuant to Section 1770-1780 of the Labor Code of the State of California, the Director of the Department of Industrial Relations has determined the general prevailing rates of wages and rates for legal holidays and overtime in the locality in which this work is to be performed, which under Labor Code Section 1773.1 are deemed to include employer payments for health and welfare, pension, vacation, travel time, and subsistence pay, and apprenticeship or other authorized training programs, for each craft or type of worker or mechanic needed to perform this contract. Said wage rates are available only at the Fresno County Department of Public Works and Planning, Design Division, and will be made available to any interested person upon request. Minimum wage rates for this Project, as predetermined by the Secretary of Labor, are set forth in the Special Provisions. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the Prevailing Wage Rates predetermined by the Director of the Department of Industrial Relations of the State of California for similar

classifications of labor, the contractor and his subcontractors shall pay not less than the higher wage rate.

- D. It shall be mandatory upon the Contractor to whom the Contract is awarded, and upon any Subcontractor under him/her, to pay not less than the said specified rates to all laborers, workers, and mechanics employed by them in the execution of the Contract, and to pay all laborers, workers, and mechanics not less often than once weekly. The Contractor to whom the Contract is awarded shall post a copy of the determination of prevailing wages at the job site. The Contractor shall require all Subcontractors to comply with Sections 1770-1780 of the Labor Code of the State of California and shall insert into every subcontract the requirements contained therein.
- E. The Contractor shall comply with Labor Code Section 1775. In accordance with said Section 1775, it is hereby further agreed that the Contractor shall forfeit to the Owner, as a penalty, fifty dollars (\$50.00) for each laborer, worker, or mechanic employed for each calendar day or portion thereof, who is paid less than the said stipulated rates for any work done under the Contract, by him/her, or by any Subcontractor under him/her. The difference between said stipulated rates and the amount paid to each worker for each calendar day or portion thereof for which each worker was paid less than said stipulated rate, shall be paid to each worker by the Contractor. The Contractor, and each Subcontractor, shall keep or cause to be kept an accurate record 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 him/her in connection with the public work. The records shall be open at all reasonable hours to the inspection of the Owner, to its officers and agents, and to the Division of Labor Law Enforcement of the State Department of Industrial Relations, its deputies and agents, or as otherwise provided by applicable law (including but not limited to Labor Code 1776).
- F. In case it becomes necessary for the Contractor or any Subcontractor to employ on the Work under this Contract any person in a trade or occupation (except executive, supervisory, administrative, clerical, or other non-manual workers as such) for which no minimum wage rate is specified, the Contractor shall immediately notify the Owner, who shall promptly thereafter determine the prevailing rate for such additional trade or occupation from the time of the initial employment of the person affected and during the continuance of such employment.

2.53 APPLICATION OF HIGHEST STANDARDS AND REQUIREMENTS

Whenever two (2) or more standards or requirements appear in these General Conditions or in any other part of the Contract Documents that form the Contract, the highest standard or requirement shall be applied and followed in the performance under this Contract.

2.54 NONDISCRIMINATION IN EMPLOYMENT

Contractor shall comply with all Federal and State Laws prohibiting discrimination in employment, including the following:

- A. California Labor Code Section 1735, which prohibits discrimination in employment on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code, and applies to all employers, employment agencies and labor organizations.
- B. Title VII of the Federal 1964 Civil Rights Act (42 U.S.C. Section 2000e - 2000e - 17) which prohibits employment discrimination on the basis of race, color, sex, religion, or national origin, and applies to all employers that employ at least fifteen (15) workers during each working day in each of twenty (20) or more calendar weeks in the current or preceding year.
- C. In addition to these two (2) laws of general application listed in the immediately preceding paragraphs A and B, there are other Federal and State laws that prohibit employment discrimination in particular cases.
- D. The Owner is an Affirmative Action Employer and expects all of its contractors and suppliers to familiarize themselves with, and comply with, all applicable laws relating to employment discrimination.
- E. To the extent required by law, the Contractor shall meet all requirements of law relating to the participation of minority, women, and disabled veteran business enterprise contracting goals, and shall comply with Public Contract Code 10115 et seq. and all applicable regulations. Contractor further agrees that, when required, Contractor shall ensure compliance by all Subcontractors and shall complete all forms required by all agencies exercising jurisdiction over the Project.

2.55 APPRENTICES

- A. Pursuant to Sections 1770-1780 of the Labor Code of the State of California, the Director of the Department of Industrial Relations has determined the general prevailing rate of wages in the locality for each craft or type of worker needed to execute the work. Said wage rates pursuant to Section 1773.2 of the Labor Code are on file with the Clerk of the Fresno County Board of Supervisors, and will be made available to any interested person on request. A copy of this wage scale may also be obtained at the following Web Site: <https://www.dir.ca.gov/OPRL/>.
- B. Pursuant to Section 1775 of the Labor Code of the State of California, nothing in this Article shall prevent the employment of properly registered apprentices upon public works. Every such apprentice shall be paid the standard wage paid to apprentices under the regulations of the craft or trade at which he/she is employed, and shall be employed only at the work of the craft or trade to which he/she is registered.
- C. Only apprentices, as defined in Section 3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4

(commencing at Section 3070), Division 3, of the Labor Code, are eligible to be employed on public works. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which he/she is training.

2.56 PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Every provision of law and clause required by law to be inserted in this contract shall be deemed to be inserted, and this contract shall be read and enforced as though it were included, and if through mistake or otherwise, any provision is not inserted or is not correctly inserted, upon application of either party the contract shall be amended to make the insertion or correction.

2.57 DRUG-FREE WORKPLACE CERTIFICATION

- A. The Contractor shall comply with Government Code Section 8355 in matters relating to providing a drug-free workplace.
- B. The Contractor shall publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of controlled substance is prohibited, and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).
- C. The Contractor shall establish a Drug-Free Awareness Program as required by Government Code 8355(a)(2), to inform employees about all of the following:
 - 1. The dangers of drug abuse in the workplace,
 - 2. The Contractor's policy for maintaining a drug-free workplace,
 - 3. Any available counseling, rehabilitation, and employee assistance programs,
 - 4. Penalties that may be imposed upon employees for drug abuse violations.
- D. Provide as required by Government Code 8355(c), that everyone who provides work under the Agreement:
 - 1. Will receive a copy of the company's drug-free policy statement, and
 - 2. Will agree to abide by the terms of the Contractor's statement as a condition of employment on the contract.

2.58 BUILDING PERMIT AND OTHER PERMITS

The Building permit shall be obtained and paid for by the Owner. All other required permits are the responsibility of the Contractor to obtain. Fees for all other required

permits shall be reimbursed to the Contractor at actual cost when the County is presented with a valid receipt.

2.59 CODES AND REGULATIONS

All work, materials, and equipment shall be in full compliance with the California Building Code; California Plumbing Code; California Electrical Code; California Mechanical Code; California Fire Code; California Energy Code; as those codes may be amended from time to time; Cal/OSHA Safety Regulations; and all Federal, State, and Local laws, ordinances, regulations and Fresno County Charter provisions in effect and applicable in the performance of the work.

END OF SECTION

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CONTRACT # 24-S-03

Specifications for Tenant Improvement Pontiac

RW No. 2024_03

Tenant Improvement – Pontiac

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102126		Water-Proof Wall Panel System
102800		Toilet Accessories
DIVISION 31 – EARTHWORK		
311000		Site Clearing
DIVISION 32 – EXTERIOR IMPROVEMENTS		
321216		Asphalt Paving
321313		Cement Concrete Paving
321713		Parking Bumpers
321723		Pavement Markings
323119		Decorative Metal Fences And Gates

SECTION 024119 - SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Demolition and removal of selected portions of building or structure.
2. Demolition and removal of selected site elements.
3. Salvage of existing items to be reused or recycled.

1.2 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, prepare for reuse, and reinstall where indicated.
- C. Existing to Remain: Existing items of construction that are not to be permanently removed and that are not otherwise indicated to be removed, removed, and salvaged, or removed and reinstalled.

1.3 FIELD CONDITIONS

- A. Notify Architect of discrepancies between existing conditions and Drawings before proceeding with selective demolition.
- B. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
1. If suspected hazardous materials are encountered, do not disturb; immediately notify Architect and Owner. Hazardous materials will be removed by Owner under a separate contract.
- C. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.
1. Maintain fire-protection facilities in service during selective demolition operations.

1.4 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- B. Standards: Comply with ANSI/ASSE A10.6 and NFPA 241.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped before starting selective demolition operations.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate, and measure the nature and extent of conflict. Promptly submit a written report to Architect.
- D. Perform an engineering survey of condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective building demolition operations.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Existing Services/Systems to Remain: Maintain services/systems indicated to remain and protect them against damage.
- B. Existing Services/Systems to Be Removed, Relocated, or Abandoned: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Arrange to shut off indicated utilities with utility companies.
 - 2. If services/systems are required to be removed, relocated, or abandoned, provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 3. Disconnect, demolish, and remove fire-suppression systems, plumbing, and HVAC systems, equipment, and components indicated to be removed.
 - a. Piping to Be Removed: Remove portion of piping indicated to be removed and cap or plug remaining piping with same or compatible piping material.
 - b. Piping to Be Abandoned in Place: Drain piping and cap or plug piping with same or compatible piping material.

- c. Equipment to Be Removed: Disconnect and cap services and remove equipment.
- d. Equipment to Be Removed and Reinstalled: Disconnect and cap services and remove, clean, and store equipment; when appropriate, reinstall, reconnect, and make equipment operational.
- e. Equipment to Be Removed and Salvaged: Disconnect and cap services and remove equipment and deliver to Owner.
- f. Ducts to Be Removed: Remove portion of ducts indicated to be removed and plug remaining ducts with same or compatible ductwork material.
- g. Ducts to Be Abandoned in Place: Cap or plug ducts with same or compatible ductwork material.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.
- C. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 - 2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 - 3. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain portable fire-suppression devices during flame-cutting operations.
 - 4. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 - 5. Dispose of demolished items and materials promptly.
- B. Reuse of Building Elements: Project has been designed to result in end-of-Project rates for reuse of building elements as follows. Do not demolish building elements beyond what is indicated on Drawings without Architect's approval.

C. Removed and Salvaged Items:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area **designated by Owner**.
5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items:

1. Clean and repair items to functional condition adequate for intended reuse.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Architect, items may be removed to a suitable, protected storage location during selective demolition **and cleaned** and reinstalled in their original locations after selective demolition operations are complete.

3.5 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Except for items or materials indicated to be **recycled**, reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from Project site **and legally dispose of them in an EPA-approved landfill**.

1. Do not allow demolished materials to accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
3. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

C. Disposal: Transport demolished materials off Owner's property and legally dispose of them.

3.6 CLEANING

A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

END OF SECTION 024119

SECTION 033543 - POLISHED CONCRETE FINISHING

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes polished concrete finishing, **including staining and scoring**.
 - 1. Concrete for polished concrete, including formwork, reinforcement, concrete materials, mixture design, placement procedures, initial finishing, and curing is specified in Section 033000 "Cast-in-Place Concrete."

1.3 DEFINITIONS

- A. Concrete Polishing - The process of utilizing industrial diamonds to grind and polish a concrete surface with the application of an impregnating hardeners and sealers that will densify, polish and seal the floor.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Polishing Schedule: Submit plan showing polished concrete surfaces and schedule of polishing operations for each area of polished concrete before start of polishing operations. Include locations of all joints, including construction joints.
- C. Samples for Initial Selection: For each type of product requiring color selection.
- D. Samples for Verification: For each type of exposed color.

1.5 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Material Certificates: For each of the following, signed by manufacturers:
 - 1. Stain materials.
 - 2. Liquid floor treatments.

1.6 QUALITY ASSURANCE

- 1.7 Installer Qualifications: A firm experienced in performing polished concrete finishing similar in material, design, and extent to that indicated for this Project, whose work has resulted in

applications with a record of successful in-service performance, and that employs workers trained by manufacturer.

- A. Source Limitations for Polished Concrete Finishing Materials: Obtain concrete floor liquid treatment products of one manufacturer with resources to provide products of consistent quality in physical properties and resulting appearance.
- B. Field Sample Panels: After approval of verification sample and before casting concrete, produce field sample panels to demonstrate the approved range of selections made under Sample submittals. Produce a minimum of three sets of full-scale panels, approximately 48 by 48 inches minimum, to demonstrate the expected range of finish, color, and appearance variations.
 - 1. Locate panels as indicated or, if not indicated, as directed by Architect.
 - 2. Maintain field sample panels during construction in an undisturbed condition as a standard for judging the completed Work.
 - 3. Demolish and remove field sample panels when directed.

1.8 FIELD CONDITIONS

- A. Traffic Control: Maintain access for vehicular and pedestrian traffic as required for other construction activities.

PART 2 - PRODUCTS

2.1 STAIN MATERIALS

- A. Penetrating Acetone Stain: Prepackaged blends of concentrated powdered metallic pigments formulated specifically for dilution with acetone.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Euclid Chemical Company (The); an RPM company; INCRETE VIBRA-STAIN SB or a comparable product by one of the following:
 - a. Bomat Products, Inc.
 - b. QC Construction Products.
 - c. Scofield, L. M. Company.

2.2 LIQUID FLOOR TREATMENTS

- A. Penetrating Liquid Floor Treatments for Polished Concrete Finish: Clear, waterborne solution of inorganic silicate or siliconate materials and proprietary components; odorless; that penetrates, hardens, and is suitable for polished concrete surfaces.
 - 1. Basis-of-Design Product: Subject to compliance with requirements, provide Euclid Chemical Company (The); an RPM company; **PRO-POLISH DENSIFIER** or a comparable product by one of the following:

- a. Bomat Products, Inc.
- b. L&M Construction Chemicals, Inc.
- c. ARDEX Americas; PC 50 Lithium Densifier

2.3 RELATED MATERIALS

- A. Joint Sealants: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service and application, as demonstrated by joint-sealant manufacturer, based on testing and field experience.
- B. Joint Sealant: Single-Component Polyurethane: Provide the following:
 1. Urethane, S, NS, 35, T, NT: Single-component, non-sag, plus 35 percent and minus 35 percent movement capability, nontraffic-use, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 35, Uses NT, M, A, and O.
 - a. Basis-of-Design Product: Subject to compliance with requirements, provide Euclid Chemical Company (The); an RPM company; EUCOLASTIC 1NS or a comparable product by one of the following:
 - 1) Bomat Products, Inc.
 - 2) LymTal International Inc.
 2. Urethane, S, P, 50, T, NT: Single-component, pourable, plus 50 percent and minus 50 percent movement capability, traffic-use, urethane joint sealant; ASTM C 920, Type S, Grade NS, Class 50, Uses T, M, A, and O.
 - a. Basis-of-Design Product: Subject to compliance with requirements, provide Euclid Chemical Company (The); an RPM company; EUCOLASTIC 1SL or a comparable product by one of the following:
 - 1) Bomat Products, Inc.
 - 2) LymTal International Inc.
- C. Semirigid Polyurea Joint Filler: Two-component, semirigid, 100 percent solids, aromatic polyurea with a Type A shore durometer hardness range of 64 to 68 according to ASTM D 2240, and meeting requirements of ACI 302.
 1. Basis-of-Design Product: Subject to compliance with requirements, provide Euclid Chemical Company (The); an RPM company; EUCO QWIKJOINT UVR 65 or a comparable product by one of the following:
 - a. Bomat Products, Inc.
 - b. MAPEI Corporation.

PART 3 - EXECUTION

3.1 PREPARATION

A. Surface Preparation And Cleaning :

1. Utilizing non-powered, hand-held tools and only mild cleaning chemicals that will not damage or mar concrete surface, remove remaining saw cut residue, form glue, texture overspray, paint drippings, and other built-up material on the floor surface.
2. Power-sweep floor area with dust-free equipment.
3. Treat oil spots with oil emulsifier and oil absorbent materials to remove oils from below concrete surface. Scrub oil spot areas and remove liquids with vacuum.
4. Scrub floor with automatic scrubber capable of a minimum of 80 pounds head pressure, each head to be equipped with cleaning combo or light grit brushes and a neutral pH cleaning detergent that is compatible with the liquid densifier/sealer. Remove liquid as floor is scrubbed. Scrub floor a second and final time with clean water only and remove liquid as floor is scrubbed. Allow slab to air dry.

- B. Prior to commencement of polished concrete finishing, test floors to receive polished concrete finishing for moisture vapor emission in accordance with ASTM F 1869 "Standard Test Method for Measuring Moisture Vapor Emission Rate of Concrete Subfloor Using Anhydrous Calcium Chloride". Rate shall not exceed 5 lbs. per 1,000 square feet in 24 hours prior to commencement.

3.2 POLISHING

- A. Polishing Process Timing: Allow concrete floor slab to cure minimum of 28 days prior to commencing polished concrete finishing.

- B. Polish: **Level 3: High sheen, 1500 grit.**

- C. Apply polished concrete finish system to cured and prepared slabs to match accepted mockup.

1. Machine grind floor surfaces to receive polished finishes level and smooth **and to depth required to reveal aggregate to match approved mockup.**
2. Once concrete has been polished to 400 grit resin tooling level or equivalent, mix and spray apply **one** coat of specified penetrating acetone stain in accordance with manufacturer's written instructions. Scrub floor surface to remove excess residual pigment and allow adequate drying time before applying liquid densifier sealer.
3. Continue polishing with progressively finer-grit diamond polishing pads to gloss level, to match approved mockup.
4. Control and dispose of waste products produced by grinding and polishing operations.
5. Neutralize and clean polished floor surfaces.

3.3 JOINT FILLING

- A. Prepare, clean, and install joint filler according to manufacturer's written instructions.

1. Defer joint filling until concrete has aged at least **six** months. Do not fill joints until construction traffic has permanently ceased.
- A. Remove dirt, debris, saw cuttings, laitance, curing compounds, sealers and other foreign materials from. Leave contact faces of joints clean and dry.
 1. Clean inner joint walls mechanically using dustless dry-cut saw, or similar tool, to the full depth of saw cuts and 2 inch minimum depth in construction joints so as to remove any form release agents, curing compounds, sealer residues, and other surface contaminations that may interfere with bond of the specified joint filler material. Then clean dust and debris from mechanically prepared joints by vacuuming joint.
- B. Install semirigid joint filler full depth in saw-cut joints and at least 2 inches (50 mm) deep in formed joints. Overfill joint and trim joint filler flush with top of joint after hardening. Concave joints are not acceptable.
 1. Mix and install sealant and filler in accordance with manufacturer's recommendations.
 2. Use primer if recommended for specific application.
 3. Install semirigid joint filler full depth in saw-cut joints.
 - a. Construction Joints Through Slab
 4. Fill joint with dry-bagged silica sand to within 2 inches of slab surface.
 - a. Insert compressible backer rod to a minimum depth of 2 inches below slab surface.
- C. Overfill joint and trim joint filler flush with top of joint after hardening.

3.4 REPAIRS, PROTECTION, AND CLEANING

- A. Repair damaged finished surfaces of polished cast-in-place architectural concrete when approved by Architect. Match repairs to color, texture, and uniformity of surrounding surfaces and to repairs on approved mockups.
 1. Remove and replace polished cast-in-place architectural concrete that cannot be repaired to Architect's approval.
- B. Protect polished cast-in-place architectural concrete from staining, laitance, and contamination during remainder of construction period.
- C. Protect surfaces of polished cast-in-place architectural concrete from contamination by oil, grease, hydraulic fluid, paint, adhesives, flux, and other contaminants.
 1. Diaper all hydraulic powered equipment to avoid staining of concrete.
 2. Do not park vehicles on colored floor.
 3. Do not perform pipe cutting on colored floor.
 4. Do not store metals subject to oxidation on colored floor.
 5. Inform all trades that concrete slab is a finished surface and must be protected.

County of Fresno
200 W. Pontiac Way, Clovis, CA 93612
Proposed Tenant Improvement

Project No. 2024_03
CONTRACT # 24-S-03

END OF SECTION 033543

SECTION 055213 - PIPE AND TUBE RAILINGS

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Steel **pipe** railings.

B. See Section 055100 "Metal Stairs" for steel tube railings associated with metal stairs.

1.2 PERFORMANCE REQUIREMENTS

A. Delegated Design: Design railings, including comprehensive engineering analysis by a qualified professional engineer, using performance requirements and design criteria indicated.

B. Structural Performance: Railings shall withstand the effects of gravity loads and the following loads and stresses within limits and under conditions indicated:

1. Handrails and Top Rails of Guards:

- a. Uniform load of 50 lbf/ ft. (0.73 kN/m) applied in any direction.
- b. Concentrated load of 200 lbf (0.89 kN) applied in any direction.
- c. Uniform and concentrated loads need not be assumed to act concurrently.

2. Infill of Guards:

- a. Concentrated load of 50 lbf (0.22 kN) applied horizontally on an area of 1 sq. ft. (0.093 sq. m).
- b. Infill load and other loads need not be assumed to act concurrently.

C. Control of Corrosion: Prevent galvanic action and other forms of corrosion by insulating metals and other materials from direct contact with incompatible materials.

1.3 ACTION SUBMITTALS

A. Product Data: For the following:

1. Manufacturer's product lines of mechanically connected railings.
2. Railing brackets.
3. Grout, anchoring cement, and paint products.

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

C. Samples: For each type of exposed finish required.

- D. Delegated-Design Submittal: For installed products indicated to comply with performance requirements and design criteria, including analysis data signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Test Reports: Based on evaluation of comprehensive tests performed by a qualified testing agency, according to ASTM E 894 and ASTM E 935.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, **[provide products by one of the following] [available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following]:**

- 1. Steel Pipe and Tube Railings:
 - a. Pisor Industries, Inc.
 - b. Wagner, R & B, Inc.; a division of the Wagner Companies.

2.2 METALS, GENERAL

- A. Brackets, Flanges, and Anchors: Cast or formed metal of same type of material and finish as supported rails unless otherwise indicated.

2.3 STEEL AND IRON

- A. Tubing: **ASTM A 500 (cold formed) or ASTM A 513.**
- B. Pipe: ASTM A 53/A 53M, Type F or Type S, Grade A, Standard Weight (Schedule 40), unless another grade and weight are required by structural loads.
- C. Plates, Shapes, and Bars: ASTM A 36/A 36M.

2.4 MISCELLANEOUS MATERIALS

- A. Fasteners: Provide the following:
 - 1. Hot-Dip Galvanized Railings: Type 304 stainless-steel or hot-dip zinc-coated steel fasteners complying with ASTM A 153/A 153M or ASTM F 2329 for zinc coating.
- B. Post-Installed Anchors: **Torque-controlled expansion anchors or chemical anchors** capable of sustaining, without failure, a load equal to six times the load imposed when installed in unit

masonry and four times the load imposed when installed in concrete, as determined by testing according to ASTM E 488, conducted by a qualified independent testing agency.

- C. Welding Rods and Bare Electrodes: Select according to AWS specifications for metal alloy welded.
- D. Etching Cleaner for Galvanized Metal: Complying with MPI#25.
- E. Universal Shop Primer: Fast-curing, lead- and chromate-free, universal modified-alkyd primer complying with MPI#79 and compatible with topcoat.

2.5 FABRICATION

- A. Cut, drill, and punch metals cleanly and accurately. Remove burrs and ease edges to a radius of approximately 1/32 inch unless otherwise indicated. Remove sharp or rough areas on exposed surfaces.
- B. Form work true to line and level with accurate angles and surfaces.
- C. Welded Connections: Cope components at connections to provide close fit, or use fittings designed for this purpose. Weld all around at connections, including at fittings.
 - 1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
 - 2. Obtain fusion without undercut or overlap.
 - 3. Remove flux immediately.
 - 4. At exposed connections, finish exposed surfaces smooth and blended so no roughness shows after finishing and welded surface matches contours of adjoining surfaces.
- D. Bend members in jigs to produce uniform curvature without buckling or otherwise deforming exposed surfaces.
- E. Close exposed ends of railing members with prefabricated end fittings.
- F. Provide wall returns at ends of wall-mounted handrails unless otherwise indicated.
- G. Brackets, Flanges, Fittings, and Anchors: Provide wall brackets, flanges, miscellaneous fittings, and anchors to interconnect railing members to other work unless otherwise indicated.
 - 1. At brackets and fittings fastened to plaster or gypsum board partitions, provide crush-resistant fillers to transfer loads through wall finishes.

2.6 STEEL AND IRON FINISHES

- A. Galvanized Railings:
 - 1. Hot-dip galvanize steel and iron railings, including hardware, after fabrication.
 - 2. Comply with ASTM A 123/A 123M for hot-dip galvanized railings.

3. Comply with ASTM A 153/A 153M for hot-dip galvanized hardware.
 - B. Preparing Galvanized Railings for Shop Priming: After galvanizing, thoroughly clean railings of grease, dirt, oil, flux, and other foreign matter, and treat with etching cleaner.
 - C. Primer Application: Apply shop primer to prepared surfaces of railings unless otherwise indicated. Comply with requirements in SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting.
 - D. High-Performance Coating: Apply epoxy intermediate and polyurethane topcoats to prime-coated surfaces. Comply with coating manufacturer's written instructions and with requirements in SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting. Apply at spreading rates recommended by coating manufacturer.
1. Color: **As selected by Architect from manufacturer's full range.**

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Set railings accurately in location, alignment, and elevation; measured from established lines and levels and free of rack.
 1. Do not weld, cut, or abrade surfaces of railing components that have been coated or finished after fabrication and that are intended for field connection by mechanical or other means without further cutting or fitting.
 2. Set posts plumb within a tolerance of 1/16 inch in 3 feet.
 3. Align rails so variations from level for horizontal members and variations from parallel with rake of steps and ramps for sloping members do not exceed 1/4 inch in 12 feet .
- B. Corrosion Protection: Coat concealed surfaces of aluminum that will be in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.
- C. Anchor posts in concrete by inserting into **[reset metal pipe sleeves** and grouting annular space.
- D. Anchor railing ends at walls with round flanges anchored to wall construction.
- E. Anchor railing ends to metal surfaces with flanges bolted to metal surfaces.
- F. Attach railings to wall with wall brackets. Use type of bracket with **flange tapped for concealed anchorage to threaded hanger bolt.**
- G. Secure wall brackets and railing end flanges to building construction as follows:
 1. For concrete and solid masonry anchorage, use drilled-in expansion shields and hanger or lag bolts.
 2. For hollow masonry anchorage, use toggle bolts.

3. For wood stud partitions, use hanger or lag bolts set into studs or wood backing between studs. Coordinate with carpentry work to locate backing members.
4. For steel-framed partitions, use toggle bolts installed through flanges of steel framing or through concealed steel reinforcements.

3.2 ADJUSTING AND CLEANING

- A. Touchup Painting: Immediately after erection, clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop painting to comply with SSPC-PA 1 for touching up shop-painted surfaces.
- B. Galvanized Surfaces: Clean field welds, bolted connections, and abraded areas and repair galvanizing to comply with ASTM A 780.

END OF SECTION 055213

SECTION 064116 - PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. High Pressured Decorative Plastic Laminate Casework
 - 2. Solid Surface counter tops.
 - 3. Hardware typically furnished by the casework manufacturer.
 - 4. Shelving
 - 5. Structural supports incorporated into wood casework.
 - 6. Factory finishing

1.2 REFERENCE

- A. Minimum standards for work in this section shall be in conformity with the Woodwork Standards, latest edition.
- B. NEMA LD-3, High Pressure Decorative Laminate, latest edition.
- C. ANSI 208.1, Particle Board, latest edition.
- D. ANSI 208.2, MDF, latest edition.

1.3 SUBMITTALS

- A. Shop Drawings
 - 1. Submit shop drawings in conformance with the requirements of the Architectural Woodwork Standards,
 - 2. Furnish a Woodwork Institute Certified Compliance Label on the first page of the shop drawings.
 - 3. Submit two copies, one of which will be returned with reviewed notations. Make corrections noted (if any) and distribute required copies prior to the start of work.
- B. Samples
 - 1. Submit a sample in the specified finish of each hardware item that will be visible at exposed surfaces when the job is complete.

1.4 FIELD CONDITIONS

- A. Environmental Limitations: Do not deliver or install cabinets until building is enclosed, wet work is complete, and HVAC system is operating and maintaining temperature and relative humidity at occupancy levels during the remainder of the construction period.

PART 2 - PRODUCTS

2.1 PLASTIC-LAMINATE-FACED ARCHITECTURAL CABINETS

- A. Quality Standard: Unless otherwise indicated, comply with the "Architectural Woodwork Standards" for grades of architectural plastic-laminate cabinets indicated for construction, finishes, installation, and other requirements.
- B. Grade: **Premium**
- C. Type of Construction: **Frameless**.
- D. Cabinet, Door, and Drawer Front Interface Style: **Flush overlay**.
- E. High-Pressure Decorative Laminate: NEMA LD 3, grades as indicated or if not indicated, as required by woodwork quality standard.
 - 1. Manufacturers: Subject to compliance with requirements, **available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following**:
 - a. Abet Laminati, Inc.
 - b. Formica Corporation.
 - c. Lamin-Art, Inc.
 - d. Panolam Industries International, Inc.
 - e. Wilsonart International; Div. of Premark International, Inc.
- F. Laminate Cladding for Exposed Surfaces:
 - 1. Horizontal Surfaces: **Grade HGS**.
 - 2. Postformed Surfaces: Grade HGP.
 - 3. Vertical Surfaces: **Grade HGS**.
 - 4. Pattern Direction: **Vertically for drawer fronts, doors, and fixed panels**.
- G. Materials for Semiexposed Surfaces:
 - 1. Surfaces Other Than Drawer Bodies: **High-pressure decorative laminate, NEMA LD 3, Grade CLS**.
 - 2. Drawer Sides and Backs: **Thermoset decorative panels with PVC or polyester edge banding**.
 - 3. Drawer Bottoms: **Thermoset decorative panels**.
- H. Colors, Patterns, and Finishes: Provide materials and products that result in colors and textures of exposed laminate surfaces complying with the following requirements:
 - 1. As selected by Architect from laminate manufacturer's full range in the following categories:
 - a. Solid colors, **matte** finish.
 - b. Solid colors with core same color as surface, **matte** finish.
 - c. Wood grains, **matte** finish.

- d. Patterns: **matte** finish.

2.2 WOOD MATERIALS

- A. Wood Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.
1. Wood Moisture Content: **5 to 10** percent.
- B. Composite Wood and Agrifiber Products: Provide materials that comply with requirements of referenced quality standard for each type of woodwork and quality grade specified unless otherwise indicated.
1. Medium-Density Fiberboard: ANSI A208.2, **Grade 130**.
 2. Softwood Plywood: DOC PS 1.
 3. Thermoset Decorative Panels: Particleboard or medium-density fiberboard finished with thermally fused, melamine-impregnated decorative paper and complying with requirements of NEMA LD 3, Grade VGL, for test methods 3.3, 3.4, 3.6, 3.8, and 3.10.

2.3 CABINET HARDWARE AND ACCESSORIES

- A. General: Provide cabinet hardware and accessory materials associated with architectural cabinets except for items specified in Section 087111 "Door Hardware (Descriptive Specification)."
- B. Butt Hinges: 2-3/4-inch (70-mm), five-knuckle steel hinges made from 0.095-inch- (2.4-mm-) thick metal, and as follows:
1. Semiconcealed Hinges for Flush Doors: BHMA A156.9, B01361.
- C. Frameless Concealed Hinges (European Type): BHMA A156.9, B01602, **100** degrees of opening, **self-closing**.
- D. Wire Pulls: Back mounted, solid **metal**, **[4 inches (100 mm) long, 5/16 inch in diameter]**.
- E. Catches: **Magnetic catches, BHMA A156.9, B03141**
- F. Adjustable Shelf Standards and Supports: **BHMA A156.9, B04071; with shelf rests, B04081**
- G. Shelf Rests: BHMA A156.9, B04013; **metal**.
- H. Drawer Slides: BHMA A156.9.
1. Grade 1 and Grade 2: Side mounted **and extending under bottom edge of drawer** type; with polymer rollers.
 2. Grade 1HD-100 and Grade 1HD-200: Side mounted; **full-extension** type; zinc-plated-steel ball-bearing slides.
 3. For drawers not more than 3 inches high and not more than 24 inches wide, provide **Grade 2**.
 4. For drawers more than 3 inches high but not more than 6 inches high and not more than 24 inches wide, provide **Grade 1**.

5. For drawers more than 6 inches high or more than 24 inches wide, provide **Grade 1HD-100**.
6. For computer keyboard shelves, provide **Grade 1**.
7. For trash bins not more than 20 inches high and 16 inches wide, provide **Grade 1HD-100**.

I. Door Locks: BHMA A156.11, E07121.

J. Drawer Locks: BHMA A156.11, E07041.

K. Door and Drawer Silencers: BHMA A156.16, L03011.

L. Exposed Hardware Finishes: For exposed hardware, provide finish that complies with BHMA A156.18 for BHMA finish number indicated.

1. Dark, Oxidized, Satin Bronze, Oil Rubbed: BHMA 613 for bronze base; BHMA 640 for steel base; submit sample to Architect.
2. Satin Brass, Blackened, Bright Relieved, Clear Coated: BHMA 610 for brass base; BHMA 636 for steel base.

2.4 MISCELLANEOUS MATERIALS

- A. Furring, Blocking, Shims, and Hanging Strips: **Softwood or hardwood lumber** kiln dried to less than 15 percent moisture content.
- B. Anchors: Select material, type, size, and finish required for each substrate for secure anchorage. Provide metal expansion sleeves or expansion bolts for post-installed anchors. Use nonferrous-metal or hot-dip galvanized anchors and inserts at inside face of exterior walls and at floors.

2.5 FABRICATION

- A. Complete fabrication, including assembly and hardware application, to maximum extent possible before shipment to Project site. Disassemble components only as necessary for shipment and installation. Where necessary for fitting at site, provide ample allowance for scribing, trimming, and fitting.
- B. Shop-cut openings to maximum extent possible to receive hardware, appliances, electrical work, and similar items. Locate openings accurately and use templates or roughing-in diagrams to produce accurately sized and shaped openings. Sand edges of cutouts to remove splinters and burrs.
- C. Install glass to comply with applicable requirements in Section 088000 "Glazing" and in GANA's "Glazing Manual." For glass in wood frames, secure glass with removable stops.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Before installation, condition cabinets to average prevailing humidity conditions in installation areas.

3.2 INSTALLATION

- A. Grade: Install cabinets to comply with same grade as item to be installed.
- B. Install cabinets level, plumb, true, and straight. Shim as required with concealed shims. Install level and plumb to a tolerance of 1/8 inch in 96 inches.
- C. Scribe and cut cabinets to fit adjoining work, refinish cut surfaces, and repair damaged finish at cuts.
- D. Anchor cabinets to anchors or blocking built in or directly attached to substrates. Secure with countersunk, concealed fasteners and blind nailing. Use fine finishing nails **or finishing screws** for exposed fastening, countersunk and filled flush with woodwork.
- E. Cabinets: Install without distortion so doors and drawers fit openings properly and are accurately aligned. Adjust hardware to center doors and drawers in openings and to provide unencumbered operation. Complete installation of hardware and accessory items as indicated.
 - 1. Install cabinets with no more than 1/8 inch in 96-inch sag, bow, or other variation from a straight line.
 - 2. Fasten wall cabinets through back, near top and bottom, and at ends not more than 16 inches (400 mm) o.c. with **No. 10 wafer-head screws sized for not less than 1-1/2-inch (38-mm) penetration into wood framing, blocking, or hanging strips.**

END OF SECTION 064116

SECTION 081113 - HOLLOW METAL DOORS AND FRAMES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes hollow-metal work.

1.2 DEFINITIONS

- A. Minimum Thickness: Minimum thickness of base metal without coatings according to NAAMM-HMMA 803 or SDI A250.8.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: Include elevations, door edge details, frame profiles, metal thicknesses, preparations for hardware, and other details.
- C. Samples for Initial Selection: For units with factory-applied color finishes.
- D. Samples for Verification: For each type of exposed finish required.
- E. Schedule: Prepared by or under the supervision of supplier, using same reference numbers for details and openings as those on Drawings.

1.4 INFORMATIONAL SUBMITTALS

- A. Product test reports.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Manufacturers: Subject to compliance with requirements, **available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:**
 - 1. Amweld International, LLC.
 - 2. Apex Industries, Inc.
 - 3. Ceco Door Products; an Assa Abloy Group company.
 - 4. Commercial Door & Hardware Inc.

5. Concept Frames, Inc.
6. Curries Company; an Assa Abloy Group company.
7. Hollow Metal Inc.
8. Hollow Metal Xpress.
9. National Custom Hollow Metal.
10. North American Door Corp.

2.2 REGULATORY REQUIREMENTS

- A. Fire-Rated Assemblies: Complying with NFPA 80 and listed and labeled by a qualified testing agency acceptable to authorities having jurisdiction for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 or UL 10C.
- B. Fire-Rated, Borrowed-Light Assemblies: Complying with NFPA 80 and listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction for fire-protection ratings indicated, based on testing according to NFPA 257 or UL 9.

2.3 INTERIOR DOORS AND FRAMES

- A. Standard-Duty Doors and Frames: SDI A250.8, Level 1. **At locations indicated in the Door and Frame Schedule.**
 1. Physical Performance: Level C according to SDI A250.4.
 2. Doors:
 - a. Type: As indicated in the Door and Frame Schedule.
 - b. Thickness: **1-3/4 inches**.
 - c. Face: **Uncoated**, cold-rolled steel sheet, minimum thickness of 0.032 inch (0.8 mm).
 - d. Edge Construction: **Model 1, Full Flush.**
 - e. Core: **[standard]**.
 3. Frames:
 - a. Materials: **Uncoated**, cold-rolled steel sheet, minimum thickness of 0.042 inch (1.0 mm).
 - b. Construction: **Knocked down**
 4. Exposed Finish: **Factory.**

2.4 EXTERIOR HOLLOW-METAL DOORS AND FRAMES

- A. Heavy-Duty Doors and Frames: SDI A250.8, Level 2. **At locations indicated in the Door and Frame Schedule**
 1. Physical Performance: Level B according to SDI A250.4.
 2. Doors:

- a. Type: As indicated in the Door and Frame Schedule.
 - b. Thickness: 1-3/4 inches (44.5 mm).
 - c. Face: Metallic-coated steel sheet, minimum thickness of 0.042 inch (1.0 mm), with minimum A40 (ZF120) coating.
 - d. Edge Construction: **[Model 1, Full Flush]** **[Model 2, Seamless]**.
 - e. Core: **[Polystyrene]** **[Polyurethane]** **[Polyisocyanurate]** **[Manufacturer's standard insulation material]**.
3. Frames:
- a. Materials: Metallic-coated steel sheet, minimum thickness of 0.053 inch (1.3 mm), with minimum A40 (ZF120) coating.
 - b. Construction: **Knocked down**.
4. Exposed Finish: **[Prime]** **[Factory]**.

2.5 FRAME ANCHORS

A. Jamb Anchors:

1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, not less than 0.042 inch (1.0 mm) thick, with corrugated or perforated straps not less than 2 inches (51 mm) wide by 10 inches (254 mm) long; or wire anchors not less than 0.177 inch (4.5 mm) thick.
2. Stud-Wall Type: Designed to engage stud, welded to back of frames; not less than 0.042 inch (1.0 mm) thick.
3. Compression Type for Drywall Slip-on Frames: Adjustable compression anchors.
4. Postinstalled Expansion Type for In-Place Concrete or Masonry: Minimum 3/8-inch-(9.5-mm-) diameter bolts with expansion shields or inserts. Provide pipe spacer from frame to wall, with throat reinforcement plate, welded to frame at each anchor location.

2.6 MATERIALS

- A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.
- B. Hot-Rolled Steel Sheet: ASTM A 1011/A 1011M, Commercial Steel (CS), Type B; free of scale, pitting, or surface defects; pickled and oiled.
- C. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B.
- D. Frame Anchors: ASTM A 879/A 879M, Commercial Steel (CS), 04Z (12G) coating designation; mill phosphatized.
 1. For anchors built into exterior walls, steel sheet complying with ASTM A 1008/A 1008M or ASTM A 1011/A 1011M, hot-dip galvanized according to ASTM A 153/A 153M, Class B.
- E. Inserts, Bolts, and Fasteners: Hot-dip galvanized according to ASTM A 153/A 153M.

- F. Power-Actuated Fasteners in Concrete: From corrosion-resistant materials.
- G. Grout: ASTM C 476, except with a maximum slump of 4 inches (102 mm), as measured according to ASTM C 143/C 143M.
- H. Mineral-Fiber Insulation: ASTM C 665, Type I (blankets without membrane facing).
- I. Glazing: Section 088000 "Glazing."

2.7 FABRICATION

- A. Fabricate hollow-metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for metal thickness. Where practical, fit and assemble units in manufacturer's plant. To ensure proper assembly at Project site, clearly identify work that cannot be permanently factory assembled before shipment.
- B. Hollow-Metal Doors:
 - 1. Exterior Doors: Provide weep-hole openings in bottoms of exterior doors to permit moisture to escape. Seal joints in top edges of doors against water penetration.
 - 2. Astragals: Provide overlapping astragal on one leaf of pairs of doors where required by NFPA 80 for fire-performance rating or where indicated.
- C. Hollow-Metal Frames: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
 - 1. **Sidelight** Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
 - 2. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated.
 - 3. Grout Guards: Weld guards to frame at back of hardware mortises in frames to be grouted.
 - 4. Floor Anchors: Weld anchors to bottoms of jambs with at least four spot welds per anchor; however, for slip-on drywall frames, provide anchor clips or countersunk holes at bottoms of jambs.
 - 5. Jamb Anchors: Provide number and spacing of anchors as follows:
 - a. Masonry Type: Locate anchors not more than 16 inches (406 mm) from top and bottom of frame. Space anchors not more than 32 inches (813 mm) o.c., to match coursing, and as follows:
 - 1) Two anchors per jamb up to 60 inches (1524 mm) high.
 - 2) Three anchors per jamb from 60 to 90 inches (1524 to 2286 mm) high.
 - 3) Four anchors per jamb from 90 to 120 inches (2286 to 3048 mm) high.
 - 4) Four anchors per jamb plus one additional anchor per jamb for each 24 inches (610 mm) or fraction thereof above 120 inches (3048 mm) high.

- b. Stud-Wall Type: Locate anchors not more than 18 inches (457 mm) from top and bottom of frame. Space anchors not more than 32 inches (813 mm) o.c. and as follows:
 - 1) Three anchors per jamb up to 60 inches (1524 mm) high.
 - 2) Four anchors per jamb from 60 to 90 inches (1524 to 2286 mm) high.
 - 3) Five anchors per jamb from 90 to 96 inches (2286 to 2438 mm) high.
 - 4) Five anchors per jamb plus one additional anchor per jamb for each 24 inches (610 mm) or fraction thereof above 96 inches (2438 mm) high.
 - c. Compression Type: Not less than two anchors in each frame.
 - d. Postinstalled Expansion Type: Locate anchors not more than 6 inches (152 mm) from top and bottom of frame. Space anchors not more than 26 inches (660 mm) o.c.
 - 6. Door Silencers: Except on weather-stripped frames, drill stops to receive door silencers.
 - a. Single-Door Frames: Drill stop in strike jamb to receive three door silencers.
 - b. Double-Door Frames: Drill stop in head jamb to receive two door silencers.
 - D. Hardware Preparation: Factory prepare hollow-metal work to receive templated mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to SDI A250.6, the Door Hardware Schedule, and templates.
 - 1. Reinforce doors and frames to receive nontemplated, mortised, and surface-mounted door hardware.
 - 2. Comply with applicable requirements in SDI A250.6 and BHMA A156.115 for preparation of hollow-metal work for hardware.
 - E. Stops and Moldings: Provide stops and moldings around glazed lites and louvers where indicated. Form corners of stops and moldings with **[butted]** **[or]** **[mitered]** hairline joints.
 - 1. Single Glazed Lites: Provide fixed stops and moldings welded on secure side of hollow-metal work.
 - 2. Multiple Glazed Lites: Provide fixed and removable stops and moldings so that each glazed lite is capable of being removed independently.
 - 3. Provide fixed frame moldings on outside of exterior and on secure side of interior doors and frames.
 - 4. Provide loose stops and moldings on inside of hollow-metal work.
 - 5. Coordinate rabbet width between fixed and removable stops with glazing and installation types indicated.
- 2.8 STEEL FINISHES
- A. Factory Finish: SDI A250.3.
 - 1. Color and Gloss: **[As selected by Architect from manufacturer's full range.]**

2.9 ACCESSORIES

- A. Mullions and Transom Bars: Join to adjacent members by welding or rigid mechanical anchors.
- B. Grout Guards: Formed from same material as frames, not less than 0.016 inch (0.4 mm) thick.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Hollow-Metal Frames: Install hollow-metal frames of size and profile indicated. Comply with SDI A250.11 or NAAMM-HMMA 840 as required by standards specified.
 - 1. Set frames accurately in position; plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete, remove temporary braces, leaving surfaces smooth and undamaged.
 - a. At fire-rated openings, install frames according to NFPA 80.
 - b. Where frames are fabricated in sections because of shipping or handling limitations, field splice at approved locations by welding face joint continuously; grind, fill, dress, and make splice smooth, flush, and invisible on exposed faces.
 - c. Install frames with removable stops located on secure side of opening.
 - d. Install door silencers in frames before grouting.
 - e. Remove temporary braces necessary for installation only after frames have been properly set and secured.
 - f. Check plumb, square, and twist of frames as walls are constructed. Shim as necessary to comply with installation tolerances.
 - g. Field apply bituminous coating to backs of frames that will be filled with grout containing antifreezing agents.
 - 2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with postinstalled expansion anchors.
 - 3. Metal-Stud Partitions: Solidly pack mineral-fiber insulation inside frames.
 - 4. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with grout.
 - 5. Concrete Walls: Solidly fill space between frames and concrete with mineral-fiber insulation.
 - 6. In-Place Concrete or Masonry Construction: Secure frames in place with postinstalled expansion anchors. Countersink anchors, and fill and make smooth, flush, and invisible on exposed faces.
 - 7. In-Place Metal or Wood-Stud Partitions: Secure slip-on drywall frames in place according to manufacturer's written instructions.
 - 8. Installation Tolerances: Adjust hollow-metal door frames for squareness, alignment, twist, and plumb to the following tolerances:

- a. Squareness: Plus or minus 1/16 inch (1.6 mm), measured at door rabbet on a line 90 degrees from jamb perpendicular to frame head.
 - b. Alignment: Plus or minus 1/16 inch (1.6 mm), measured at jambs on a horizontal line parallel to plane of wall.
 - c. Twist: Plus or minus 1/16 inch (1.6 mm), measured at opposite face corners of jambs on parallel lines, and perpendicular to plane of wall.
 - d. Plumbness: Plus or minus 1/16 inch (1.6 mm), measured at jambs at floor.
- B. Hollow-Metal Doors: Fit hollow-metal doors accurately in frames, within clearances specified below. Shim as necessary.
 1. Non-Fire-Rated Steel Doors:
 - a. Between Door and Frame Jambs and Head: 1/8 inch (3.2 mm) plus or minus 1/32 inch (0.8 mm).
 - b. Between Edges of Pairs of Doors: 1/8 inch (3.2 mm) to 1/4 inch (6.3 mm) plus or minus 1/32 inch (0.8 mm).
 - c. At Bottom of Door: [3/4 inch (19.1 mm)] [5/8 inch (15.8 mm)] plus or minus 1/32 inch (0.8 mm).
 - d. Between Door Face and Stop: 1/16 inch (1.6 mm) to 1/8 inch (3.2 mm) plus or minus 1/32 inch (0.8 mm).
 2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.
- C. Glazing: Comply with installation requirements in Section 088000 "Glazing" and with hollow-metal manufacturer's written instructions.
 1. Secure stops with countersunk flat- or oval-head machine screws spaced uniformly not more than 9 inches (230 mm) o.c. and not more than 2 inches (51 mm) o.c. from each corner.

3.2 ADJUSTING AND CLEANING

- A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow-metal work that is warped, bowed, or otherwise unacceptable.
- B. Remove grout and other bonding material from hollow-metal work immediately after installation.
- C. Prime-Coat Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat and apply touchup of compatible air-drying, rust-inhibitive primer.
- D. Metallic-Coated Surface Touchup: Clean abraded areas and repair with galvanizing repair paint according to manufacturer's written instructions.
- E. Touchup Painting: Cleaning and touchup painting of abraded areas of paint are specified in painting Sections.

County of Fresno
200 W. Pontiac Way, Clovis, CA 93612
Proposed Tenant Improvement

Project No. 2024_03
CONTRACT # 24-S-03

END OF SECTION 081113

SECTION 085667- BULLET-RESISTANT STEEL TRANSACTION WINDOWS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Bullet-resistant fixed steel transaction window assemblies.

1.2 REFERENCES

- A. American Welding Society (AWS) D1.3/D1.3M - Structural Welding Code - Sheet Steel.
- B. ASTM International (ASTM) A1008/A1008M - Standard Specification for Steel, Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
- C. Underwriters Laboratories (UL) 752 - Bullet Resisting Equipment.

1.3 SYSTEM DESCRIPTION

- A. Design Requirements:
 - 1. Provide window frames of "non-ricochet type" intended to permit capture and retention of attacking projectile, lessening potential of random injury or lateral penetration.
 - 2. Two way "natural voice" communication permitted by design of vertical side frames and glazing technique.

1.4 SUBMITTALS

- A. Submittals for Review:
 - 1. Shop Drawings: Include window profiles and sizes, type and spacing of frame anchors, reinforcement size and locations, details of joints and connections, and welding details.
 - 2. Product Data: Include product description for window assemblies including bullet-resistant ratings.
 - 3. Samples: 2 x 2 inch coating samples showing available colors.
- B. Closeout Submittals:
 - 1. Maintenance Data: Include instructions for cleaning of glazed panels.

1.5 QUALITY ASSURANCE

- A. Transaction Window Assemblies: Ballistic Level 3 tested to UL 752.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Store window assemblies upright in protected, dry area, off ground or floor, with at least 1/4 inch space between individual units.

- B. Do not cover with non vented coverings that create excessive humidity.
- C. Remove wet coverings immediately.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Contract Documents are based on products by ARMORTEX, 5926 Corridor Parkway, Schertz, Texas, 800-880-8306, www.armortex.com.

2.2 MATERIALS

- A. Steel Sheet:
 - 1. ASTM A1008/1008M, cold rolled, free from scale, pitting, coil breaks, and other surface defects.
- B. Bullet-Resistant Composite: UL Listed Bullet Resistant Composite by ARMORTEX, of UL Ballistic Level equal to specified frame ballistic protection level.
- C. Glazing:
 - 1. UL Listed laminated glass.
 - 2. Bottom edge of glazing panel provided with 18 gage stainless steel cap.
- D. Track and Hangers:
 - 1. Stainless steel 12 gage track guard and guide.
 - 2. Aluminum 1500 series sliding roller track and wheeled hangers.

2.3 FABRICATION

- A. Frames:
 - 1. Fabricate from 16 gage steel lined with Bullet resistant composite core.
 - 2. Bullet-resistant rating equivalent to or greater than glazing.
 - 3. Weld frame corners; knock-down and mechanical joints not acceptable.
 - 4. Frame modules capable of being joined with other frame modules to form continuous line.
 - 5. Replacement of glazing from secure side of window, not requiring removal of frame from opening.
- B. Shelf: Minimum 2 inches thick with recessed dip tray, full width of window x minimum 12 inches deep, centered under glazing, covered with 18 gage stainless steel.
- C. Dip Tray: Model RMDT1016, 16 gage stainless steel, 10 x 16 inches to outside edge of flanges, clear 1-5/8 inch open depth under glazing.
- D. Welding: In accordance with AWS D1.3/D1.3M. Grind exposed welds flush and smooth.
- E. Finish work neat and free from defects.

- F. Allowable Tolerances: Plus or minus 1/16 inch for frame opening width, height, diagonal dimensions, and overall width and height outside to outside.

2.4 FINISHES

- A. Stainless Steel: No. 3 brushed finish.

PART 3 EXECUTION

3.1 INSTALLATION

- A. Install window assemblies in accordance with manufacturer's instructions and approved Shop Drawings.
- B. Set plumb and level.
- C. Secure to adjacent construction using fastener type best suited to application.
- D. Field alterations to window assemblies not permitted unless approved in advance by manufacturer and Architect.

3.2 ADJUSTING

- A. Touch up minor scratches and abrasions in finish coat to match factory finish.

END OF SECTION 085667

SECTION 095113 - ACOUSTICAL PANEL CEILINGS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes acoustical panels and exposed suspension systems for ceilings.

1.3 ACTION SUBMITTALS

- A. Product Data: For each product indicated.
- B. Coordination Drawings: Drawn to scale and coordinating penetrations and ceiling-mounted items. Show the following:
 - 1. Ceiling suspension assembly members.
 - 2. Method of attaching hangers to building structure.
 - 3. Ceiling-mounted items including lighting fixtures, diffusers, grilles, speakers, sprinklers, access panels, and special moldings.
- C. Samples: For each acoustical panel, for each exposed suspension system member, for each exposed molding and trim, and for each color and texture required.
- D. Maintenance data.

1.4 INFORMATIONAL SUBMITTALS

- A. Product test reports.
- B. Evaluation reports.
- C. Field quality-control reports.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance data.

1.6 QUALITY ASSURANCE

- A. Testing Agency Qualifications: Qualified according to NVLAP.
- B. Mockups: Build mockups to verify selections made under sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Seismic Performance: Acoustical ceiling shall withstand the effects of earthquake motions determined according to ASCE/SEI 7 and as required in California Code Standard.

2.2 ACOUSTICAL PANEL CEILINGS, GENERAL

- A. Acoustical Panel Standard: Comply with ASTM E 1264.
- B. Metal Suspension System Standard: Comply with ASTM C 635.
- C. Attachment Devices: Size for five times the design load indicated in ASTM C 635, Table 1, "Direct Hung," unless otherwise indicated. Comply with seismic design requirements.

2.3 ACOUSTICAL PANELS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide Insert manufacturer's name; product name or designation or comparable product by one of the following:
 - 1. Armstrong World Industries, Inc.
 - 2. CertainTeed Corp.
 - 3. Chicago Metallic Corporation.
 - 4. USG Interiors, Inc.; Subsidiary of USG Corporation.
- B. Classification: As indicated on drawing.
- C. Color: As selected from manufacturer's full range.
- D. NRC: Not less than Type E-400 mounting according to ASTM E 795.
- E. Edge/Joint Detail: Square Reveal sized to fit flange of exposed suspension-system members.
- F. Thickness: 5/8 inch (15 mm).
- G. Modular Size: As indicated on Drawings & As indicated in a schedule.

2.4 METAL SUSPENSION SYSTEM

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
1. Armstrong World Industries, Inc.
 2. CertainTeed Corp.
 3. Chicago Metallic Corporation.
 4. USG Interiors, Inc.; Subsidiary of USG Corporation.
- B. Narrow-Face, Capped, Double-Web, Steel Suspension System: Main and cross runners roll formed from cold-rolled steel sheet; prepainted, electrolytically zinc coated, or hot-dip galvanized according to ASTM A 653/A 653M, not less than G30 (Z90) coating designation; with prefinished 9/16-inch- (15-mm-) wide metal caps on flanges.
1. Structural Classification: Heavy-duty system.
 2. End Condition of Cross Runners: butt-edge type.
 3. Face Design: Flat, flush.
 4. Cap Material: Steel or aluminum cold-rolled sheet.
 5. Cap Finish: Painted to match color of acoustical unit.
- C. Roll-Formed, Sheet-Metal Edge Moldings and Trim: Type and profile indicated or, if not indicated, manufacturer's standard moldings for edges and penetrations that comply with seismic design requirements; formed from sheet metal of same material, finish, and color as that used for exposed flanges of suspension-system runners.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install acoustical panel ceilings to comply with ASTM C 636/C 636M and seismic design requirements indicated, according to manufacturer's written instructions and CISCA's "Ceiling Systems Handbook."
- B. Measure each ceiling area and establish layout of acoustical panels to balance border widths at opposite edges of each ceiling. Avoid using less-than-half-width panels at borders, and comply with layout shown on reflected ceiling plans.
1. Arrange directionally patterned acoustical panels as indicated on reflected ceiling plans.

END OF SECTION 095113

SECTION 099123 - INTERIOR PAINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

- A. Section includes surface preparation and the application of paint systems on the following interior substrates:
 - 1. Concrete.
 - 2. Steel.
 - 3. Galvanized metal.
 - 4. Wood.
 - 5. Gypsum board.
 - 6. Cotton or canvas insulation covering.
- B. Related Requirements:
 - 1. Section 099113 "Exterior Painting" for surface preparation and the application of paint systems on exterior substrates.

1.3 DEFINITIONS

- A. Gloss Level 1: Not more than 5 units at 60 degrees and 10 units at 85 degrees, according to ASTM D 523.
- B. Gloss Level 2: Not more than 10 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- C. Gloss Level 3: 10 to 25 units at 60 degrees and 10 to 35 units at 85 degrees, according to ASTM D 523.
- D. Gloss Level 4: 20 to 35 units at 60 degrees and not less than 35 units at 85 degrees, according to ASTM D 523.
- E. Gloss Level 5: 35 to 70 units at 60 degrees, according to ASTM D 523.

- F. Gloss Level 6: 70 to 85 units at 60 degrees, according to ASTM D 523.
- G. Gloss Level 7: More than 85 units at 60 degrees, according to ASTM D 523.
- H. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including product number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.
- I. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

1.4 ACTION SUBMITTALS

- A. Product Data: For each type of product. Include preparation requirements and application instructions.
- B. Sustainable Design Submittals:
 - 1. VOC Content: For paints and coatings, documentation including printed statement of VOC content.
- C. Samples for Verification: For each type of paint system and in each color and gloss of topcoat.
 - 1. Submit Samples on rigid backing, 8 inches square.
 - 2. Step coats on Samples to show each coat required for system.
 - 3. Label each coat of each Sample.
 - 4. Label each Sample for location and application area.
- D. Product List: For each product indicated, include the following:
 - 1. Cross-reference to paint system and locations of application areas. Use same designations indicated on Drawings and in schedules.
 - 2. VOC content.

1.5 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials, from the same product run, that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Paint: 5 percent, but not less than 1 gal. of each material and color applied.

1.6 QUALITY ASSURANCE

- A. Mockups: Apply mockups of each paint system indicated and each color and finish selected to verify preliminary selections made under Sample submittals and to demonstrate aesthetic effects and set quality standards for materials and execution.
 - 1. Architect will select one surface to represent surfaces and conditions for application of each paint system specified in Part 3.
 - a. Vertical and Horizontal Surfaces: Provide samples of at least 100 sq. ft.
 - b. Other Items: Architect will designate items or areas required.
 - 2. Final approval of color selections will be based on mockups.
 - a. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Architect at no added cost to Owner.
 - 3. Approval of mockups does not constitute approval of deviations from the Contract Documents contained in mockups unless Architect specifically approves such deviations in writing.
 - 4. Subject to compliance with requirements, approved mockups may become part of the completed Work if undisturbed at time of Final Completion.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Store materials not in use in tightly covered containers in well-ventilated areas with ambient temperatures continuously maintained at not less than 45 deg F.
 - 1. Maintain containers in clean condition, free of foreign materials and residue.
 - 2. Remove rags and waste from storage areas daily.

1.8 FIELD CONDITIONS

- A. Apply paints only when temperature of surfaces to be painted and ambient air temperatures are between 50 and 95 deg F.
- B. Do not apply paints when relative humidity exceeds 85 percent; at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis of Design: Dunn-Edwards Corporation (DE). Subject to compliance with the INTERIOR PAINTING
Robina Wright Architect & Associates, Inc

requirements provide the product named in Part 3 Interior Painting Schedule or a comparable product from one of the following:

1. Benjamin Moore & Co. (BM)
2. Kelly-Moore Paints. (KM)
3. PPG Architectural Finishes, Inc. (PPG)
4. Sherwin Williams (SW)
5. Tnemec (TN)

2.2 PAINT, GENERAL

A. Material Compatibility:

1. Provide materials for use within each paint system that are compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.
2. For each coat in a paint system, provide products recommended in writing by manufacturers of topcoat for use in paint system and on substrate indicated.

B. VOC Content: Products shall comply with VOC limits of authorities having jurisdiction and, for interior paints and coatings applied at Project site, the following VOC limits, exclusive of colorants added to a tint base, when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

1. Flat Paints and Coatings: 0 g/L.
2. Nonflat Paints and Coatings: 0 g/L.
3. Industrial Maintenance Coatings: 250 g/L.
4. Dry-Fog Coatings: 150 g/L.
5. Primers, Sealers, and Undercoaters: 100 g/L.
6. Anticorrosive and Antirust Paints Applied to Ferrous Metals: 100 g/L.
7. Zinc-Rich Industrial Maintenance Primers: 340 g/L.
8. Pretreatment Wash Primers: 420 g/L.
9. Floor Coatings: 50 g/L.
10. Shellacs Clear: 730 g/L.
11. Shellacs, Pigmented: 550 g/L.

C. Colors: As indicated in the Drawing Finish Legend.

2.3 BLOCK FILLERS

A. Interior/Exterior Latex Block Filler:

1. Basis of Design: SW-PrepRite Interior/Exterior Block Filler B25W25.
2. Comparable product of an approved manufacturer.

B. Masonry Epoxy Block Filler:

1. Basis of Design: SW-Kem Cati-Coat HS
2. Comparable product of an approved manufacturer.

2.4 PRIMERS/SEALERS

A. Masonry Primer

1. Basis of Design: ESPR00 Eff-Stop Premium.
2. Comparable product of an approved manufacturer.

B. Metal Primer

1. Basis of Design: WB Syn-Lustro Metal Primer WSPR00
2. Comparable product of an approved manufacturer.

C. Quick-Drying Metal Primer

1. Basis of Design: Bloc Rust Premium BRPR00-1
2. Comparable product of an approved manufacturer.

D. Galvanized Metal Primer:

1. Basis of Design: Ultra-Grip Premium UGPR00.
2. Comparable product of an approved manufacturer.

E. Latex Wall Primer:

1. Basis of Design: Vinylastic Select VNPR00-1
2. Comparable product of an approved manufacturer.

F. Wood Primer:

1. Basis of Design: Ultra-Grip Premium UGPR00.
2. Comparable product of an approved manufacturer.

2.5 LATEX PAINTS

A. Latex Enamel:

1. Basis of Design: SPARTAZERO
2. Comparable product of an approved manufacturer.

2.6 WATERBASED EPOXY PAINTS

A. Waterbased Epoxy Coating:

1. Basis of Design: ENDURACAT
2. Comparable product of an approved manufacturer.

2.7 ACRYLIC PAINTS

A. Acrylic Enamel:

1. Basis of Design: Syn-Lustro Water-Based.
2. Comparable product of an approved manufacturer.

B. Acrylic Dry Fall:

1. Basis of Design: Aquafall Flat W6079.
2. Comparable product of an approved manufacturer.

2.8 SOURCE QUALITY CONTROL

A. Testing of Paint Materials: Owner reserves the right to invoke the following procedure:

1. Owner will engage the services of a qualified testing agency to sample paint materials. Contractor will be notified in advance and may be present when samples are taken. If paint materials have already been delivered to Project site, samples may be taken at Project site. Samples will be identified, sealed, and certified by testing agency.
2. Testing agency will perform tests for compliance with product requirements.
3. Owner may direct Contractor to stop applying coatings if test results show materials being used do not comply with product requirements. Contractor shall remove non-complying paint materials from Project site, pay for testing, and repaint surfaces painted with rejected materials. Contractor will be required to remove rejected materials from previously painted surfaces if, on repainting with complying materials, the two paints are incompatible.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work.

B. Maximum Moisture Content of Substrates: When measured with an electronic moisture meter as follows:

1. Concrete: 12 percent.
2. Masonry: 12 percent.
3. Wood: 15 percent.
4. Gypsum Board: 12 percent.

C. Gypsum Board Substrates: Verify that finishing compound is sanded smooth.

D. Verify suitability of substrates, including surface conditions and compatibility with

existing finishes and primers.

- E. Proceed with coating application only after unsatisfactory conditions have been corrected.

1. Application of coating indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Comply with manufacturer's written instructions and recommendations applicable to substrates indicated.
- B. Remove hardware, covers, plates, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.
1. After completing painting operations, use workers skilled in the trades involved to reinstall items that were removed. Remove surface-applied protection if any.
- C. Clean substrates of substances that could impair bond of paints, including dust, dirt, oil, grease, and incompatible paints and encapsulants.
1. Remove incompatible primers and reprime substrate with compatible primers or apply tie coat as required to produce paint systems indicated.
- D. Concrete Substrates: Remove release agents, curing compounds, efflorescence, and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces to be painted exceeds that permitted in manufacturer's written instructions.
- E. Masonry Substrates: Remove efflorescence and chalk. Do not paint surfaces if moisture content or alkalinity of surfaces or mortar joints exceed that permitted in manufacturer's written instructions.
- F. Steel Substrates: Remove rust, loose mill scale, and shop primer, if any. Clean using methods recommended in writing by paint manufacturer.
- G. Shop-Primed Steel Substrates: Clean field welds, bolted connections, and abraded areas of shop paint, and paint exposed areas with the same material as used for shop priming to comply with SSPC-PA 1 for touching up shop-primed surfaces.
- H. Galvanized-Metal Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied paints.
- I. Galvanized-Metal Deck Substrates: Remove grease and oil residue from galvanized sheet metal fabricated from coil stock by SSPC-SP1 to remove all soluble contamination by mechanical methods to produce clean, lightly etched surfaces that promote adhesion of subsequently applied coatings.

1. Field Test for Contamination of Galvanized Deck Surfaces to Receive Finish Coatings:
 - a. Test shall be conducted to test for surface contamination, presence of chromate passivation or passivation film.
 - b. Field test galvanized decking surfaces to receive finish coatings by using the following test method:
 - 1) Place a drop of 5% copper sulfate on the surface of galvanizing. If the copper sulfate solution, which is a clear, light blue color, changes to black instantly, the surface is considered bare with no soluble contamination. If there is any delay in color change, the surface is contaminated and shall be cleaned. Perform the test at the rate of one test per 1000sf to be painted.
2. Surface Preparation by Mechanical Means: ASTM D6386, Method A, Section 5.4.2 for use with exterior exposures and interior moderate-severe exposures to produce a uniform anchor profile 1.0-2.0 mils.

J. Wood Substrates:

1. Scrape and clean knots, and apply coat of knot sealer before applying primer.
2. Sand surfaces that will be exposed to view, and dust off.
3. Prime edges, ends, faces, undersides, and backsides of wood.
4. After priming, fill holes and imperfections in the finish surfaces with putty or plastic wood filler. Sand smooth when dried.

K. Cementitious Board Ceilings and Walls (Showers): Refer to Section 092900 "Gypsum Board" for preparation of cementitious board ceilings and shower ceilings to receive high performance epoxy coatings in this Section.

L. Cotton or Canvas Insulation Covering Substrates: Remove dust, dirt, and other foreign material that might impair bond of paints to substrates.

3.3 APPLICATION

A. Apply paints according to manufacturer's written instructions.

1. Use applicators and techniques suited for paint and substrate indicated.
2. Paint surfaces behind movable equipment and furniture same as similar exposed surfaces. Before final installation, paint surfaces behind permanently fixed equipment or furniture with prime coat only.
3. Paint front and backsides of access panels, removable or hinged covers, and similar hinged items to match exposed surfaces.
4. Do not paint over labels of independent testing agencies or equipment name, identification, performance rating, or nomenclature plates.
5. Primers specified in painting schedules may be omitted on items that are factory primed or factory finished if acceptable to topcoat manufacturers.

B. Tint each undercoat a lighter shade to facilitate identification of each coat if multiple coats of same material are to be applied. Tint undercoats to match color of topcoat, but provide

sufficient difference in shade of undercoats to distinguish each separate coat.

- C. If undercoats or other conditions show through topcoat, apply additional coats until cured film has a uniform paint finish, color, and appearance.
- D. Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.
- E. Painting Fire Suppression, Plumbing, HVAC, Electrical, Communication, and Electronic Safety and Security Work:
 - a. Refer to Divisions 21, 22, 23, and 26 for painting requirements where indicated.
- 1. Paint the following work where exposed in occupied spaces. Coordinate with the Drawing Finish Legend and reflected ceiling plans:
 - a. Shop primed diffusers, grills and related HVAC accessories located in grey acoustical ceiling panel ceilings. Coordinate with Drawing Finish Legend, and reflected ceiling plans.
 - b. Ducts and related grilles and diffusers.
 - c. Equipment, including panelboards.
 - d. Uninsulated metal piping.
 - e. Uninsulated plastic piping.
 - f. Pipe hangers and supports.
 - g. Metal conduit.
 - h. Plastic conduit.
 - i. Duct, equipment, and pipe insulation having cotton or canvas insulation covering or other paintable jacket material.
 - j. Other items as directed by Architect.
- 2. Paint portions of internal surfaces of metal ducts, without liner, behind air inlets and outlets that are visible from occupied spaces.
- F. Identification of Fire-Rated Partitions: Provide the following identification message stenciled permanently on all fire walls, fire barriers, fire partitions, smoke barriers, smoke partitions, and any other partition required to have protected openings or penetrations as defined by the Building Code:
 - 1. Identification Message: FIRE AND/OR SMOKE BARRIER – PROTECT ALL OPENINGS.
 - 2. Font: Not less than 1/2-inch-high block (sans serif) lettering.
 - 3. Spacing: Locate identification message within 15 feet of end of each wall or partition and at intervals not exceeding 30 feet measured horizontally along the wall or partition.
 - 4. Locations: Provide message in the following accessible concealed locations:
 - a. Floor-ceiling plenum.
 - 5. Signage or other graphic marking that is acceptable to the Authority Having Jurisdiction, that complies with the other requirements for such identification signage listed above, and that can be permanently affixed to the wall or partition may be installed in lieu of

6. painted stencil, at the Contractor's option.
Paint: Latex enamel, as applicable for wall substrate. Refer to PART 3
"INTERIOR PAINTING SCHEDULE."

3.4 FIELD QUALITY CONTROL

- A. Dry Film Thickness Testing: Owner may engage the services of a qualified testing and inspecting agency to inspect and test paint for dry film thickness.
1. Contractor shall touch up and restore painted surfaces damaged by testing.
 2. If test results show that dry film thickness of applied paint does not comply with paint manufacturer's written recommendations, Contractor shall pay for testing and apply additional coats as needed to provide dry film thickness that complies with paint manufacturer's written recommendations.

3.5 CLEANING AND PROTECTION

- A. At end of each workday, remove rubbish, empty cans, rags, and other discarded materials from Project site.
- B. After completing paint application, clean spattered surfaces. Remove spattered paints by washing, scraping, or other methods. Do not scratch or damage adjacent finished surfaces.
- C. Protect work of other trades against damage from paint application. Correct damage to work of other trades by cleaning, repairing, replacing, and refinishing, as approved by Architect, and leave in an undamaged condition.
- D. At completion of construction activities of other trades, touch up and restore damaged or defaced painted surfaces.

3.6 INTERIOR PAINTING SCHEDULE

- A. Concrete Substrates, Non-traffic Surfaces: Latex Enamel (Eggshell).
1. Prime Coat: Masonry Primer, 3.0 mils DFT.
 2. Intermediate Coat: Latex Enamel, 1.7 mils DFT.
 3. Topcoat: Latex Enamel, 1.7 mils DFT.
- B. Steel Substrates, Acrylic Enamel (Semi-gloss):
1. Prime Coat: Metal Primer, 3.0 mils DFT.
 2. Intermediate Coat: Acrylic Enamel, 1.4 mils DFT.
 3. Topcoat: Acrylic Enamel, 1.4 mils DFT.
- C. Steel Substrates, Acrylic-Based Dry-Fall System (Exposed Overhead Steel) (Flat):

1. Prime Coat: Quick-drying acrylic metal primer, 3.0 mils DFT.
2. Intermediate Coat: Interior acrylic dry fall, 2.0-4.0 mils DFT.
3. Topcoat: Interior acrylic dry fall, 2.0-4.0 mils DFT.

D. Galvanized-Metal Substrates, Acrylic System (Semi-gloss):

1. Prime Coat: Galvanized-metal primer, 3.0 mils DFT.
2. Intermediate Coat: Acrylic Enamel, 1.4 mils DFT.
3. Topcoat: Acrylic Enamel, 1.4 mils DFT.

E. Galvanized-Metal Substrates, Acrylic Dry-Fall System (Exposed Interior Metal Deck) (Flat):

1. Prime Coat: Galvanized-metal primer, 3.0 mils DFT.
2. Intermediate Coat: Interior acrylic dry fall, 2.0 mils DFT.
3. Topcoat: Interior acrylic dry fall, 2.0 mils DFT.

- F. Gypsum Board Substrates, Latex Enamel (Ceilings-flat; Walls-eggshell):
 - 1. Prime Coat: Latex Wall Primer, 1.4 mils DFT.
 - 2. Intermediate Coat: Latex Enamel, 1.6 mils DFT.
 - 3. Topcoat: Latex Enamel, 1.6 mils DFT.
- G. Gypsum Board Substrates, Epoxy System (Semi-gloss):
 - 1. Prime Coat: Interior latex primer/sealer, 1.4 mils DFT
 - 2. Intermediate Coat: Waterbased Epoxy Gypsum Board Coating, 5.0 mils DFT.
 - 3. Topcoat: Waterbased Epoxy Gypsum Board Coating, 5.0 mils DFT.
- H. Wood Painted Finish (Semi-gloss):
 - 1. First Coat: Interior Wood Primer, 2.0 mils DFT.
 - 2. Second Coat: Acrylic Enamel, 1.4 mils DFT.
 - 3. Third Coat: Acrylic Enamel, 1.4 mils DFT.
- I. Cotton or Canvas Insulation-Covering Substrates Including Pipe and Duct Coverings:
Latex Enamel (Flat).
 - 1. Prime Coat: Interior latex primer/sealer: 1.4 mils DFT.
 - 2. Intermediate Coat: Latex Enamel, 1.6 mils DFT.
 - 3. Topcoat: Latex Enamel, 1.6 mils

END OF SECTION 099123

SECTION 102126 - WATER-PROOF WALL PANEL SYSTEM

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Wetwall Water-Proof panels.
- B. Wilsonart® Panel Adhesive and Wilsonart® Color Matched Sealant.

1.2 REFERENCE STANDARD

- A. ISO 4586: High-Pressure Decorative Laminate (HPDL) – Sheets Based on Thermosetting Resins.

1.3 ACTION SUBMITTALS

- A. General: Submit under provisions of Section 01 3000 - Submittals.
- B. Product Data: For each specified product. Include manufacturer's technical data sheets and published installation instructions.
- C. Shop Drawings: Fully dimensioned shop drawings indicating wall panel and mounting system layouts, joinery and reveals, terminating conditions, substrate construction, cutouts, and holes. Include elevations, sections, and large scale details; show attachment locations, blocking, and related components.
- D. Samples: Selection and verification samples for each wall panel color and pattern required.
 - 1. Submit minimum 5x8 inch sample of each wall panel required. [Include two samples jointed together representing typical exposed panel joint condition.]
- E. Quality Assurance Submittals: Submit the following:
 - 1. Test Reports: Certified test reports showing compliance with specified performance characteristics and physical properties, if required by authorities having jurisdiction.
 - 2. Warranty: Specimen copy of specified warranty.
- F. Maintenance Data: Submit manufacturer's published maintenance manual with closeout submittals.

1.4 QUALITY ASSURANCE

- A. Non-certified Installer Qualifications: Documented experience in installing wall panels similar in scope and complexity to this Project.

- B. Certified Platinum Installer Qualification: Minimum of five years documented installation experience for projects similar in scope and complexity to this Project, and currently certified by the manufacturer as an acceptable installer.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Storage and Protection: Store materials protected from exposure to harmful weather conditions, at temperature and humidity conditions recommended by manufacturer. Store panels flat on pallets or similar rack-type storage to preclude damage.
- B. Ensure wall panels acclimate to installation area final occupancy temperature and humidity a minimum of 48 hours prior to time of installation.
- C. Handling: Use extra care for front faces of panels. Use only non-abrasive cloths to avoid scratching finished surfaces.

1.6 PROJECT CONDITIONS

- A. Environmental Requirements: Prior to installation, building must be enclosed with building interior spaces to receive the work climate-controlled, with a typical ambient temperature between 55 deg F and 80 deg F, and 40 percent to 50 percent relative humidity.
- B. Field Measurements: Verify actual measurements and openings by field measurements before fabrication; show recorded measurements on shop drawings. Coordinate field measurements and fabrication schedule with construction progress to avoid construction delays.

1.7 WARRANTY

- A. Manufacturer's Non-certified Installer 10 Year Limited Warranty: Provide manufacturer's standard 10 Year Limited Warranty against material defects in wall panel system.
- B. Manufacturer's Certified Platinum Installer Limited Lifetime Warranty: Provide manufacturer's standard Limited Lifetime Warranty against material defects in wall panel system.

PART 2 - PRODUCTS

2.1 MANUFACTURER

- A. Basis of Design Manufacturer: Wetwall.

2.2 WALL PANEL COMPONENT PROPERTIES

- A. High Pressure Laminate Overlays on Panel Core Material: Decorative surface papers impregnated with melamine resins and pressed over wood-plastic core. Sheets then bonded together under pressures greater than 1,000 lbs. per sq. in. and high temperatures approaching

300 deg F. Finished sheets trimmed; backs sanded to facilitate bonding to substrate, unless selected products are unsanded. Wall panels have balanced laminate surfaces (both sides of panel).

2.3 WETWALL PANELS

- A. Product: "Wetwall Water-Proof Wall Panel System."
- B. Panel Dimensions and Weight:
 - 1. Panel Size (Width and Height): As selected from manufacturer's full range of sizes
 - 2. Panel Thickness: 0.43 inch nominal.
 - 3. Panel Weight: Approximately 1.65 lb/sq. ft.
- C. Panel Designs:
 - 1. Design Pattern and Color: Selected from manufacturer's full range of available selections.
- D. Panel Edge Configurations: Provide the following to suit installation conditions:
 - 1. Tub/Shower Surrounds: Combination bullnose edge/flat edge, tongue edge/flat edge and groove edge/flat edge mated panels.
 - 2. Panels Extending Beyond Surrounds: Tongue edge and groove edge.
 - 3. Wing Walls: Combination flat/tongue and flat/groove.
 - 4. Feature Panels: two bullnose edges.
- E. Panel Performance Criteria: Based on testing pursuant to ISO 4586, for the following properties:
 - 1. Light Resistance: Slight effect; Test Methods 32A and 33B.
 - 2. Resistance to Staining: Not more than slight effect; Test Method 30A.
 - 3. Resistance to Staining: 10; Test Method 31B.
 - 4. Resistance to Wet Heat: No effect (non-gloss finishes) or slight effect (gloss finishes); Test Method 42.
 - 5. Resistance to Dry Heat: No effect (non-gloss finishes) or slight effect (gloss finishes); Test Methods 17A and 18B.
 - 6. Resistance to Impact (Large): 40 inches; Test Method 25.
 - 7. Resistance to Cigarette Burn: 210 seconds; Test Method 37.
 - 8. Dimensional Stability 0.5 percent (machine direction) and 0.8 percent (cross direction); Test Method 22B.

2.4 ACCESSORY MATERIALS

- A. Panel Adhesive: Wilsonart® Adhesive "Panel Adhesive."
- B. Color Matched Sealant: Wilsonart® Adhesive "Color Matched Sealant."

2.5 FABRICATION

- A. Fabricate components in shop, to greatest extent practicable, in panel sizes and arrangements indicated according to approved shop drawings and manufacturer's published fabrication requirements.
- B. Provide cutouts for wall penetrations; trim edges according to manufacturer's published requirements.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions that could adversely affect the work of this Section.
- B. Substrates to receive wall panels must be sound, flat, smooth, dry, and free from dust, loose paint, or other surface contaminants.
- C. Plumbing fixtures and accessories must be removed prior to panel system installation.
- D. Commencement of work will constitute acceptance of substrates and conditions to receive the work.

3.2 REPARATION FOR EXISTING TILE SUBSTRATES

- A. Verify tile is solidly adhered to walls. Any loose tiles must be removed, filled with and approved mastic, and sanded smooth.
- B. Rough up glossy tile surfaces using a belt sander with 60-grit sandpaper.
- C. Prepared surfaces must be dry, smooth, and free of any dust or other contaminants.
- D. Wipe prepared surfaces with a damp cloth and allow to dry.

3.3 WALL PANELS INSTALLATION

- A. General: Install wall panels plumb, level, and true according to approved shop drawings and manufacturer's published installation instructions, including "Wetwall Water-Proof Wall Panel System Installation Guide."
- B. Tape over shower drains prior to panel installation.
- C. Cut panels using only approved power tools.
- D. Dry fit panels, then mark plumbing locations for shower valves, shower heads, and similar items. Drill holes using only approved power tools.

- E. Thoroughly clean panel backs prior to adhesive application on panel surfaces. Apply adhesive with bead dimensions, spacing, and locations from panel edges according to manufacturer's recommendations. Press into place on installation substrates to ensure full adhesive contact.
- F. Apply color matched sealant to tongue edge panel prior to installation on wall surfaces. After panels are installed on substrates, apply color matched sealant to corners and bottoms for a watertight installation. Remove excess sealant from panel surfaces. Allow to cure for 24 hours.

3.4 CLEANING AND PROTECTION

- A. Clean wall panels according to manufacturer's published maintenance instructions. Completely remove deleterious substances from finished surfaces using approved cleaning materials.
- B. Protect completed work from damage during remainder of construction period.

END OF SECTION 102126

SECTION 102800 - TOILET ACCESSORIES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to work of this section.

1.2 SUMMARY

A. This Section includes the following:

1. Toilet and bath accessories.
2. Under lavatory guards

B. Related Sections include the following:

1. Division 10 Section "Toilet Compartments" for compartments and screens.

1.3 SUBMITTALS

- A. Product Data: Include construction details, material descriptions and thicknesses, dimensions, profiles, fastening and mounting methods, specified options, and finishes for each type of accessory specified.
- B. Product Schedule: Indicating types, quantities, sizes, and installation locations by room of each accessory required. Use designations indicated in the Enlarged Toilet and Shower Room Plan and room designations indicated on Drawings in product schedule.

1.4 QUALITY ASSURANCE

- A. Source Limitations: Provide products of same manufacturer for each type of accessory unit and for units exposed to view in same areas, unless otherwise approved by Architect.
- B. Product Options: Accessory requirements, including those for materials, finishes, dimensions, capacities, and performance, are established by specific products indicated in the Toilet and Bath Accessory Schedule.
1. Do not modify aesthetic effects, as judged solely by Architect, except with Architect's approval. Where modifications are proposed, submit comprehensive explanatory data to Architect for review.

1.5 COORDINATION

- A. Coordinate accessory locations with other work to prevent interference with clearances required for access by disabled persons, proper installation, adjustment, operation, cleaning, and servicing of accessories.

- B. Deliver inserts and anchoring devices set into concrete or masonry as required to prevent delaying the Work.

1.6 WARRANTY

- A. General Warranty: Special warranty specified in this Article shall not deprive Owner of other rights Owner may have under other provisions of the Contract Documents and shall be in addition to, and run concurrent with, other warranties made by Contractor under requirements of the Contract Documents.
- B. Manufacturer's Mirror Warranty: Written warranty, executed by mirror manufacturer agreeing to replace mirrors that develop visible silver spoilage defects within minimum warranty period indicated.
 - 1. Minimum Warranty Period: 15 years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

A. Restroom Accessories;

- 1. Bobrick Washroom Equipment, Inc. (Model numbers indicated on plan)
- 2. Kimberley-Clark, Inc

B. TOILET AND BATH ACCESSORY SCHEDULE

- 1. Per Plan.

C. CHILDCARE ACCESSORIES

- 1. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a American Specialties, Inc.
 - b Brocar Products, Inc.
 - c Diaper Deck & Company, Inc.
 - d GAMCO Specialty Accessories; a division of Bobrick Washroom Equipment, Inc.
 - e Koala Kare Products; a division of Bobrick Washroom Equipment, Inc.
 - f SSC, Inc.
 - g Tubular Specialties Manufacturing, Inc.

D. UNDERLAVATORY GUARDS

- 2. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - a Plumberex Specialty Products, Inc.
 - b Truebro by IPS Corporation.

2.2 MATERIALS

- A. Stainless Steel: ASTM A 666, Type 304, with No. 4 finish (satin), in 0.0312-inch minimum nominal thickness, unless otherwise indicated.
- B. Brass: ASTM B 19, leaded and unleaded flat products; ASTM B 16 (ASTM B 16M), rods, shapes, forgings, and flat products with finished edges; ASTM B 30, castings.
- C. Sheet Steel: ASTM A 366/A 366M, cold rolled, commercial quality, 0.0359-inch minimum nominal thickness; surface preparation and metal pretreatment as required for applied finish.
- D. Galvanized Steel Sheet: ASTM A 653/A 653M, G60 (Z180).
- E. Chromium Plating: ASTM B 456, Service Condition Number SC 2 (moderate service), nickel plus chromium electrodeposited on base metal.
- F. Baked-Enamel Finish: Factory-applied, gloss-white, baked-acrylic-enamel coating.
- G. Mirror Glass: ASTM C 1036, Type I, Class 1, Quality q2, nominal 6.0 mm thick, with silvering, electroplated copper coating, and protective organic coating complying with FS DDM-411.
- H. Galvanized Steel Mounting Devices: ASTM A 153/A 153M, hot-dip galvanized after fabrication.
- I. Fasteners: Screws, bolts, and other devices of same material as accessory unit, tamper and theft resistant when exposed, and of galvanized steel when concealed.

2.3 FABRICATION

- A. General: One, maximum 1-1/2-inch- (38-mm-) diameter, unobtrusive stamped manufacturer logo, as approved by Architect, is permitted on exposed face of accessories. On interior surface not exposed to view or back surface of each accessory, provide printed, waterproof label or stamped nameplate indicating manufacturer's name and product model number.
- B. General: Names or labels are not permitted on exposed faces of accessories. On interior surface not exposed to view or on back surface of each accessory, provide printed, waterproof label or stamped nameplate indicating manufacturer's name and product model number.
- C. Surface-Mounted Toilet Accessories: Unless otherwise indicated, fabricate units with tight seams and joints, and exposed edges rolled. Hang doors and access panels with continuous stainless-steel hinge. Provide concealed anchorage where possible.
- D. Recessed Toilet Accessories: Unless otherwise indicated, fabricate units of all-welded construction, without mitered corners. Hang doors and access panels with full-length, stainless-steel hinge. Provide anchorage that is fully concealed when unit is closed.
- E. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six keys to Owner's representative.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Install accessories according to manufacturers' written instructions, using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.

- B. Secure mirrors to walls in concealed, tamper-resistant manner with special hangers, toggle bolts, or screws. Set units level, plumb, and square at locations indicated, according to manufacturer's written instructions for substrate indicated.
- C. Install grab bars to withstand a downward load of at least 250 lbs, when tested according to method in ASTM F 446.

3.2 ADJUSTING AND CLEANING

- A. Adjust accessories for unencumbered, smooth operation and verify that mechanisms function properly. Replace damaged or defective items.
- B. Remove temporary labels and protective coatings.
- C. Clean and polish exposed surfaces according to manufacturer's written recommendations.

END OF SECTION 102800

SECTION 311000 - SITE CLEARING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Protecting existing vegetation to remain.
2. Removing existing vegetation.
3. Clearing and grubbing.
4. Stripping and stockpiling topsoil.
5. Removing above- and below-grade site improvements.
6. Disconnecting, capping or sealing site utilities.
7. Temporary erosion- and sedimentation-control measures.

1.2 MATERIAL OWNERSHIP

- A. Except for stripped topsoil and other materials indicated to be stockpiled or otherwise remain Owner's property, cleared materials shall become Contractor's property and shall be removed from Project site.

1.3 PROJECT CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
 2. Provide alternate routes around closed or obstructed traffic ways if required by Owner or authorities having jurisdiction.
- B. Salvable Improvements: Carefully remove items indicated to be salvaged and store on Owner's premises where indicated .
- C. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- D. Do not commence site clearing operations until temporary erosion- and sedimentation-control measures are in place.
- E. The following practices are prohibited within protection zones:
1. Storage of construction materials, debris, or excavated material.
 2. Parking vehicles or equipment.
 3. Foot traffic.
 4. Erection of sheds or structures.

5. Impoundment of water.
6. Excavation or other digging unless otherwise indicated.
7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 312000 "Earth Moving."
 1. Obtain approved borrow soil material off-site when satisfactory soil material is not available on-site.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect and maintain benchmarks and survey control points from disturbance during construction.
- B. Locate and clearly identify trees, shrubs, and other vegetation to remain or to be relocated.
- C. Protect existing site improvements to remain from damage during construction.
 1. Restore damaged improvements to their original condition, as acceptable to Owner.

3.2 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways, according to erosion- and sedimentation-control Drawings and requirements of authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls and restore and stabilize areas disturbed during removal.

3.3 TREE AND PLANT PROTECTION

- A. General: Protect trees and plants remaining on-site according to requirements in Section 015639 "Temporary Tree and Plant Protection."

- B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations, in a manner approved by Architect.

3.4 EXISTING UTILITIES

- A. Locate, identify, disconnect, and seal or cap utilities indicated to be removed or abandoned in place.
 - 1. Arrange with utility companies to shut off indicated utilities.
- B. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
 - 1. Notify Architect not less than two days in advance of proposed utility interruptions.
 - 2. Do not proceed with utility interruptions without Architect's written permission.
- C. Removal of underground utilities is included in earthwork sections and with applicable fire suppression, plumbing, HVAC, electrical, communications, electronic safety and security and utilities sections and Section 024116 "Structure Demolition" and Section 024119 "Selective Demolition."

3.5 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.
 - 1. Grind down stumps and remove roots, obstructions, and debris to a depth of 18 inches below exposed subgrade.
 - 2. Use only hand methods for grubbing within protection zones.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
 - 1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches and compact each layer to a density equal to adjacent original ground.

3.6 TOPSOIL STRIPPING

- A. Remove sod and grass before stripping topsoil.
- B. Strip topsoil to depth of 6 inches in a manner to prevent intermingling with underlying subsoil or other waste materials.
- C. Stockpile topsoil away from edge of excavations without intermixing with subsoil. Grade and shape stockpiles to drain surface water. Cover to prevent windblown dust and erosion by water.

3.7 SITE IMPROVEMENTS

- A. Remove existing above- and below-grade improvements as indicated and necessary to facilitate new construction.

3.8 DISPOSAL OF SURPLUS AND WASTE MATERIALS

- A. Remove surplus soil material, unsuitable topsoil, obstructions, demolished materials, and waste materials including trash and debris, and legally dispose of them off Owner's property.
- B. Separate recyclable materials produced during site clearing from other nonrecyclable materials. Store or stockpile without intermixing with other materials and transport them to recycling facilities. Do not interfere with other Project work.

END OF SECTION 311000

SECTION 321216 - ASPHALT PAVING

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Cold milling of existing asphalt pavement.
2. Hot-mix asphalt patching.
3. Hot-mix asphalt paving.
4. Hot-mix asphalt overlay.
5. Asphalt curbs.

B. Related Requirements:

1. Section 312000 "Earth Moving" for subgrade preparation, fill material, unbound-aggregate subbase and base courses, and aggregate pavement shoulders.
2. Section 321373 "Concrete Paving Joint Sealants" for joint sealants and fillers at pavement terminations.

1.2 PREINSTALLATION MEETINGS

- A. Preinstallation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.

1.4 QUALITY ASSURANCE

- A. Manufacturer Qualifications: A paving-mix manufacturer registered with and approved by authorities having jurisdiction or the DOT of state in which Project is located
- B. Regulatory Requirements: Comply with materials, workmanship, and other applicable requirements of California or local DOT for asphalt paving work.
1. Measurement and payment provisions and safety program submittals included in standard specifications do not apply to this Section.

PART 2 - PRODUCTS

2.1 AGGREGATES

- A. Coarse Aggregate: ASTM D 692/D 692M, sound; angular crushed stone, crushed gravel, or cured, crushed blast-furnace slag.
- B. Fine Aggregate: ASTM D 1073 or AASHTO M 29, sharp-edged natural sand or sand prepared from stone, gravel, cured blast-furnace slag, or combinations thereof.

2.2 ASPHALT MATERIALS

- A. Asphalt Binder: AASHTO M 320, PG 64-22.
- B. Tack Coat: ASTM D 977 or AASHTO M 140 emulsified asphalt, or ASTM D 2397 or [AASHTO M 208 cationic emulsified asphalt, slow setting, diluted in water, of suitable grade and consistency for application.

2.3 AUXILIARY MATERIALS

- A. Herbicide: Commercial chemical for weed control, registered by the EPA, and not classified as "restricted use" for locations and conditions of application. Provide in granular, liquid, or wettable powder form.

2.4 MIXES

- A. Hot-Mix Asphalt: Dense-graded, hot-laid, hot-mix asphalt plant mixes **approved by authorities having jurisdiction** and complying with the following requirements:
 - 1. Provide mixes with a history of satisfactory performance in geographical area where Project is located.

PART 3 - EXECUTION

3.1 COLD MILLING

- A. Clean existing pavement surface of loose and deleterious material immediately before cold milling. Remove existing asphalt pavement by cold milling to grades and cross sections indicated.
 - 1. Mill to a depth of 2 inches .
 - 2. Patch surface depressions deeper than 1 inch after milling, before wearing course is laid.

3.2 PATCHING

- A. Asphalt Pavement: Saw cut perimeter of patch and excavate existing pavement section to sound base. Excavate rectangular or trapezoidal patches, extending 12 inches into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Remove excavated material. Recompact existing unbound-aggregate base course to form new subgrade.
- B. Portland Cement Concrete Pavement: Break cracked slabs and roll as required to reseal concrete pieces firmly.
 - 1. Remove disintegrated or badly cracked pavement. Excavate rectangular or trapezoidal patches, extending into perimeter of adjacent sound pavement, unless otherwise indicated. Cut excavation faces vertically. Recompact existing unbound-aggregate base course to form new subgrade.
- C. Tack Coat: Before placing patch material, apply tack coat uniformly to vertical asphalt surfaces abutting the patch. Apply at a rate of 0.05 to 0.15 gal./sq. yd.
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.
- D. Placing Patch Material: Fill excavated pavement areas with hot-mix asphalt base mix for full thickness of patch and, while still hot, compact flush with adjacent surface.

3.3 SURFACE PREPARATION

- A. General: Immediately before placing asphalt materials, remove loose and deleterious material from substrate surfaces. Ensure that prepared subgrade is ready to receive paving.
- B. Proof-roll subgrade below pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding. Do not proof-roll wet or saturated subgrades.
- C. Tack Coat: Apply uniformly to surfaces of existing pavement at a rate of 0.05 to 0.15 gal./sq. yd.
 - 1. Allow tack coat to cure undisturbed before applying hot-mix asphalt paving.
 - 2. Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

3.4 PLACING HOT-MIX ASPHALT

- A. Machine place hot-mix asphalt on prepared surface, spread uniformly, and strike off. Place asphalt mix by hand in areas inaccessible to equipment in a manner that prevents segregation of mix. Place each course to required grade, cross section, and thickness when compacted.
 - 1. Spread mix at a minimum temperature of 250 deg F
 - 2. Regulate paver machine speed to obtain smooth, continuous surface free of pulls and tears in asphalt-paving mat.

- B. Place paving in consecutive strips not less than 10 feet wide unless infill edge strips of a lesser width are required.
- C. Promptly correct surface irregularities in paving course behind paver. Use suitable hand tools to remove excess material forming high spots. Fill depressions with hot-mix asphalt to prevent segregation of mix; use suitable hand tools to smooth surface.

3.5 JOINTS

- A. Construct joints to ensure a continuous bond between adjoining paving sections. Construct joints free of depressions, with same texture and smoothness as other sections of hot-mix asphalt course.
 - 1. Clean contact surfaces and apply tack coat to joints.
 - 2. Offset longitudinal joints, in successive courses, a minimum of 6 inches
 - 3. Offset transverse joints, in successive courses, a minimum of 24 inches
 - 4. Construct transverse joints at each point where paver ends a day's work and resumes work at a subsequent time. Construct these joints using either "bulkhead" or "papered" method according to AI MS-22, for both "Ending a Lane" and "Resumption of Paving Operations."

3.6 COMPACTION

- A. General: Begin compaction as soon as placed hot-mix paving will bear roller weight without excessive displacement. Compact hot-mix paving with hot, hand tampers or with vibratory-plate compactors in areas inaccessible to rollers.
 - 1. Complete compaction before mix temperature cools to 185 deg F (85 deg C).
- B. Breakdown Rolling: Complete breakdown or initial rolling immediately after rolling joints and outside edge. Examine surface immediately after breakdown rolling for indicated crown, grade, and smoothness. Correct laydown and rolling operations to comply with requirements.
- C. Intermediate Rolling: Begin intermediate rolling immediately after breakdown rolling while hot-mix asphalt is still hot enough to achieve specified density. Continue rolling until hot-mix asphalt course has been uniformly compacted to the following density:
 - 1. Average Density: 92 percent of reference maximum theoretical density according to ASTM D 2041, but not less than 90 percent or greater than 96 percent.
- D. Finish Rolling: Finish roll paved surfaces to remove roller marks while hot-mix asphalt is still warm.
- E. Edge Shaping: While surface is being compacted and finished, trim edges of pavement to proper alignment. Bevel edges while asphalt is still hot; compact thoroughly.
- F. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- G. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

3.7 INSTALLATION TOLERANCES

- A. Pavement Thickness: Compact each course to produce the thickness indicated within the following tolerances:
 - 1. Base Course: Plus or minus 1/2 inch.
 - 2. Surface Course: Plus 1/4 inch no minus.
- B. Pavement Surface Smoothness: Compact each course to produce a surface smoothness within the following tolerances as determined by using a 10-foot straightedge applied transversely or longitudinally to paved areas:
 - 1. Base Course: 1/4 inch
 - 2. Surface Course: 1/8 inch
 - 3. Crowned Surfaces: Test with crowned template centered and at right angle to crown. Maximum allowable variance from template is 1/4 inch .

3.8 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage a qualified testing agency to perform tests and inspections.
- B. Replace and compact hot-mix asphalt where core tests were taken.
- C. Remove and replace or install additional hot-mix asphalt where test results or measurements indicate that it does not comply with specified requirements.

3.9 WASTE HANDLING

- A. General: Handle asphalt-paving waste according to approved waste management plan required in Section 017419 "Construction Waste Management and Disposal."

END OF SECTION 321216

SECTION 321313 - CEMENT CONCRETE PAVEMENT

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes exterior cement concrete pavement for the following:

1. Driveways and roadways.
2. Parking lots.
3. Curbs and gutters.
4. Walkways.

1.2 SUBMITTALS

- A. Product Data: For each type of product indicated.
- B. Design Mixtures: For each concrete pavement mixture.

1.3 QUALITY ASSURANCE

- A. Manufacturer Qualifications: Manufacturer of ready-mixed concrete products who complies with ASTM C 94/C 94M requirements for production facilities and equipment.
- B. ACI Publications: Comply with ACI 301, "Specification for Structural Concrete," unless modified by requirements in the Contract Documents.

PART 2 - PRODUCTS

2.1 STEEL REINFORCEMENT

- A. Plain-Steel Welded Wire Reinforcement: ASTM A 185, fabricated from as-drawn steel wire into flat sheets.
- B. Deformed-Steel Welded Wire Reinforcement: ASTM A 497, flat sheet.
- C. Reinforcing Bars: ASTM A 615/A 615M, Grade 60 (Grade 420); deformed.
- D. Plain Steel Wire: ASTM A 82, as drawn.
- E. Deformed-Steel Wire: ASTM A 496.

- F. Bar Supports: Bolsters, chairs, spacers, and other devices for spacing, supporting, and fastening reinforcing bars, welded wire reinforcement, and dowels in place. Manufacture bar supports according to CRSI's "Manual of Standard Practice."

2.2 CONCRETE MATERIALS

- A. Cementitious Material: Use one of the following cementitious materials, of the same type, brand, and source throughout the Project:
 - 1. Portland Cement: ASTM C 150, Type V, gray. Supplement with the following:
 - a. Fly Ash: ASTM C 618, Class F.
 - b. Ground Granulated Blast-Furnace Slag: ASTM C 989, Grade 100 or 120.
- B. Normal-Weight Aggregates: ASTM C 33, coarse aggregate, uniformly graded. Provide aggregates from a single source.
- C. Water: ASTM C 94/C 94M.
- D. Air-Entraining Admixture: ASTM C 260.
- E. Chemical Admixtures: ASTM C 494/C 494M, of type suitable for application, certified by manufacturer to be compatible with other admixtures and to contain not more than 0.1 percent water-soluble chloride ions by mass of cementitious material.

2.3 FIBER REINFORCEMENT

- A. Synthetic Fiber: Monofilament or fibrillated polypropylene fibers engineered and designed for use in concrete pavement, complying with ASTM C 1116, Type III, 1/2 to 1-1/2 inches (13 to 38 mm) long.

2.4 CURING MATERIALS

- A. Water: Potable.
- B. Evaporation Retarder: Waterborne, monomolecular film forming; manufactured for application to fresh concrete.
- C. Clear Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 1, Class B, dissipating.
- D. White Waterborne Membrane-Forming Curing Compound: ASTM C 309, Type 2, Class B.

2.5 RELATED MATERIALS

- A. Expansion- and Isolation-Joint-Filler Strips: ASTM D 1751, asphalt-saturated cellulosic fiber.

- B. Color Pigment: ASTM C 979, synthetic mineral-oxide pigments or colored water-reducing admixtures; color stable, free of carbon black, nonfading, and resistant to lime and other alkalis.
- C. Pavement-Marking Paint: Latex, waterborne emulsion, lead and chromate free, ready mixed, complying with FS TT-P-1952, with drying time of less than 3, 45 minutes.
 - 1. Color: White or as indicated .

2.6 CONCRETE MIXTURES

- A. Prepare design mixtures, proportioned according to ACI 301, with the following properties:
 - 1. Compressive Strength (28 Days): 2500 psi (20.7 MPa).
 - 2. Maximum Water-Cementitious Materials Ratio at Point of Placement: 0.45
 - 3. Slump Limit: 4 inches (100 mm), plus or minus 1 inch (25 mm).
 - 4. Air Content: 6, 5-1/2, 4-1/2 percent plus or minus 1.5 percent.
- B. Synthetic Fiber: Uniformly disperse in concrete mix at manufacturer's recommended rate, but not less than 1.0 lb/cu. yd. (0.60 kg/cu. m).
- C. Color Pigment: Add color pigment to concrete mixture according to manufacturer's written instructions.

2.7 CONCRETE MIXING

- A. Ready-Mixed Concrete: Measure, batch, and mix concrete materials and concrete according to ASTM C 94/C 94M. Furnish batch certificates for each batch discharged and used in the Work.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Proof-roll prepared subbase surface below concrete pavements with heavy pneumatic-tired equipment to identify soft pockets and areas of excess yielding.

3.2 EDGE FORMS AND SCREED CONSTRUCTION

- A. Set, brace, and secure edge forms, bulkheads, and intermediate screed guides for pavement to required lines, grades, and elevations. Install forms to allow continuous progress of work and so forms can remain in place at least 24 hours after concrete placement.
- B. Clean forms after each use and coat with form-release agent to ensure separation from concrete without damage.

3.3 STEEL REINFORCEMENT

- A. General: Comply with CRSI's "Manual of Standard Practice" for fabricating, placing, and supporting reinforcement.

3.4 JOINTS

- A. General: Form construction, isolation, and contraction joints and tool edgings true to line with faces perpendicular to surface plane of concrete. Construct transverse joints at right angles to centerline, unless otherwise indicated.
- B. Construction Joints: Set construction joints at side and end terminations of pavement and at locations where pavement operations are stopped for more than one-half hour unless pavement terminates at isolation joints.
- C. Isolation Joints: Form isolation joints of preformed joint-filler strips abutting concrete curbs, catch basins, manholes, inlets, structures, walks, other fixed objects, and where indicated.
- D. Contraction Joints: Form weakened-plane contraction joints, sectioning concrete into areas as indicated. Construct contraction joints for a depth equal to at least one-fourth of the concrete thickness.
- E. Edging: Tool edges of pavement, gutters, curbs, and joints in concrete after initial floating with an edging tool to a 1/4-inch (6-mm) radius. Repeat tooling of edges after applying surface finishes. Eliminate tool marks on concrete surfaces.

3.5 CONCRETE PLACEMENT

- A. Moisten subbase to provide a uniform dampened condition at time concrete is placed.
- B. Comply with ACI 301 requirements for measuring, mixing, transporting, and placing concrete.
- C. Deposit and spread concrete in a continuous operation between transverse joints. Do not push or drag concrete into place or use vibrators to move concrete into place.
- D. Screed pavement surfaces with a straightedge and strike off.
- E. Commence initial floating using bull floats or derbies to impart an open textured and uniform surface plane before excess moisture or bleed water appears on the surface. Do not further disturb concrete surfaces before beginning finishing operations or spreading surface treatments.

3.6 FLOAT FINISHING

- A. General: Do not add water to concrete surfaces during finishing operations.
- B. Float Finish: Begin the second floating operation when bleed-water sheen has disappeared and concrete surface has stiffened sufficiently to permit operations. Float surface with power-driven floats, or by hand floating if area is small or inaccessible to power units. Finish surfaces to true

planes. Cut down high spots and fill low spots. Refloat surface immediately to uniform granular texture.

1. Medium-to-Fine-Textured Broom Finish: Draw a soft bristle broom across float-finished concrete surface perpendicular to line of traffic to provide a uniform, fine-line texture.

3.7 CONCRETE PROTECTION AND CURING

- A. General: Protect freshly placed concrete from premature drying and excessive cold or hot temperatures.
- B. Comply with ACI 306.1 for cold-weather protection.
- C. Evaporation Retarder: Apply evaporation retarder to concrete surfaces if hot, dry, or windy conditions cause moisture loss approaching 0.2 lb/sq. ft. x h (1 kg/sq. m x h) before and during finishing operations. Apply according to manufacturer's written instructions after placing, screeding, and bull floating or darbying concrete, but before float finishing.
- D. Begin curing after finishing concrete but not before free water has disappeared from concrete surface.
- E. Curing Methods: Cure concrete by moisture curing.

3.8 PAVEMENT TOLERANCES

- A. Comply with tolerances of ACI 117 and as follows:
 1. Elevation: 1/4 inch (6 mm). Unless otherwise noted on plans.
 2. Thickness: Plus 3/8 inch (10 mm), minus 1/4 inch (6 mm).
 3. Surface: Gap below 10-foot- (3-m-) long, unleveled straightedge not to exceed 1/4 inch (6 mm).
 4. Joint Spacing: 3 inches (75 mm).
 5. Contraction Joint Depth: Plus 1/4 inch (6 mm), no minus.
 6. Joint Width: Plus 1/8 inch (3 mm), no minus.

3.9 PAVEMENT MARKING

- A. Allow concrete pavement to cure for 14 days and be dry before starting pavement marking.
- B. Sweep and clean surface to eliminate loose material and dust.
- C. Apply paint with mechanical equipment to produce pavement markings of dimensions indicated with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils (0.4 mm).

3.10 REPAIRS AND PROTECTION

- A. Remove and replace concrete pavement that is broken, damaged, or defective or that does not comply with requirements in this Section.

- B. Protect concrete from damage. Exclude traffic from pavement for at least 14 days after placement.
- C. Maintain concrete pavement free of stains, discoloration, dirt, and other foreign material. Sweep concrete pavement not more than two days before date scheduled for Substantial Completion inspections.

END OF SECTION 321313

SECTION 321713 - PARKING BUMPERS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes wheel stops.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.

PART 2 - PRODUCTS

2.1 PARKING BUMPERS

- A. Concrete Wheel Stops: Precast, steel-reinforced, air-entrained concrete, 4000-psi minimum compressive strength, 4-1/2 inches high by 6 inches wide by 48 inches long. Provide chamfered corners, transverse drainage slots on underside, and a minimum of two factory-formed or -drilled vertical holes through wheel stop for anchoring to substrate.
 - 1. Mounting Hardware: Galvanized-steel hardware as standard with wheel-stop manufacturer.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. General: Install wheel stops according to manufacturer's written instructions unless otherwise indicated.
- B. Install wheel stops in bed of adhesive before anchoring.
- C. Securely anchor wheel stops to pavement with hardware in each preformed vertical hole in wheel stop as recommended in writing by manufacturer.

County of Fresno
200 W. Pontiac Way, Clovis, CA 93612
Proposed Tenant Improvement

Project No. 2024_03
CONTRACT # 24-S-03

END OF SECTION 321713

SECTION 321723 - PAVEMENT MARKINGS

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes painted markings applied to asphalt and concrete pavement.

1.2 PREINSTALLATION MEETINGS

- A. Pre-installation Conference: Conduct conference at Project site.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples: For each exposed product and for each color and texture specified.

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Basis-of-Design Product: Subject to compliance with requirements, provide product indicated on Drawings or comparable product by one of the following:
 - 1. Aexcel Inc.
 - 2. Benjamin Moore & Co.
 - 3. Dunn-Edwards Corporation.
 - 4. Ennis Traffic Safety Solutions, Inc.
 - 5. Frazee Paint.
 - 6. General Paint.
 - 7. Kwal Paint.
 - 8. M.A.B. Paints.
 - 9. McCormick Paints.
 - 10. Miller Paint.
 - 11. Parker Paint Mfg. Co. Inc.
 - 12. PPG Industries.
 - 13. Sherwin-Williams Company (The).

2.2 PAVEMENT-MARKING PAINT

- A. Pavement-Marking Paint: MPI #32, alkyd traffic-marking paint.

1. Color: As indicated
- B. Pavement-Marking Paint: MPI #97, latex traffic-marking paint.
 1. Color: As indicated.

PART 3 - EXECUTION

3.1 PAVEMENT MARKING

- A. Do not apply pavement-marking paint until layout, colors, and placement have been verified with Architect.
- B. Allow paving to age for a minimum of 28 days before starting pavement marking.
- C. Sweep and clean surface to eliminate loose material and dust.
- D. Apply paint with mechanical equipment to produce pavement markings, of dimensions indicated, with uniform, straight edges. Apply at manufacturer's recommended rates to provide a minimum wet film thickness of 15 mils (0.4 mm).
 1. Apply graphic symbols and lettering with paint-resistant, die-cut stencils. Apply paint so that it cannot run beneath the stencil.

END OF SECTION 321723

SECTION 323119 - DECORATIVE METAL FENCES AND GATES

PART 1 - GENERAL

1.1 SUMMARY

A. Section Includes:

1. Decorative metallic-coated-steel tubular picket fences.
2. Decorative steel fences.
3. Swing gates.
4. Gate operators, including controls.

1.2 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For gates. Include plans, elevations, sections, details, and attachments to other work.
1. Include diagrams for power, signal, and control wiring.
- C. Samples: For each fence material and for each color specified.

1.3 INFORMATIONAL SUBMITTALS

- A. Field quality-control reports.
- B. Product Test Reports: For decorative metallic-coated-steel tubular picket fences, including finish, indicating compliance with referenced standard **and other specified requirements**.

1.4 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For gate operators to include in maintenance manuals.

PART 2 - PRODUCTS

2.1 DECORATIVE METALLIC-COATED-STEEL TUBULAR PICKET FENCES

- A. Decorative Metallic-Coated-Steel Tubular Picket Fences: Comply with ASTM F 2408, for **light industrial (commercial)** application (class) unless otherwise indicated.

1. Manufacturers: Subject to compliance with requirements, **products by one of the following:**

- a. Ameristar Fence Products.
- b. BetaFence USA LLC.
- c. Fortress Iron.
- d. Hill & Smith Inc.
- e. Iron Eagle Industries, Inc.
- f. Iron World Manufacturing, LLC.
- g. Master Halco.
- h. Merchants Metals.
- i. Virginia Railing and Gates, LLC.
- j. Xcel Fence.

B. Post Caps: **Formed from steel sheet and hot-dip galvanized after forming**

C. Pickets: Square tubes.

1. **Extend pickets beyond top rail as indicated and press flat and trim to produce spear point shape.**
2. Picket Spacing: SEE DRAWINGS

D. Finish: **Powder coating.**

2.2 DECORATIVE STEEL FENCES

A. Decorative Steel Fences: Fences made from steel tubing **bars and shapes, hot-dip galvanized.**

1. Manufacturers: Subject to compliance with requirements, **available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:**

- a. A & T Iron Works, Inc.
- b. Ametco Manufacturing Corporation.
- c. BarnettBates Corporation.
- d. Metalco Fence & Railing Systems; Atlantis Products, Inc.
- e.

B. Posts: SEE DRAWINGS.

C. Post Caps: **Formed from steel sheet and hot-dip galvanized after forming.**

D. Rails:

1. Steel Tube Rails: SEE DRAWINGS
2. Steel Channel Rails: SEE DRAWINGS

E. Pickets: SEE DRAWINGS

- F. Infill: Forge-welded-steel bar grating.
- G. Fasteners: Stainless-steel carriage bolts and nuts.
- H. Fabrication: Assemble fences into sections by welding pickets to rails.
- I. Galvanizing: For items other than hardware that are indicated to be galvanized, hot-dip galvanize to comply with ASTM A 123/A 123M. For hardware items, hot-dip galvanize to comply with ASTM A 153/A 153M.
 - 1. Hot-dip galvanize posts **and rails**.
 - 2. Hot-dip galvanize rail and picket assemblies after fabrication.
 - 3. Hot-dip galvanize bar grating infill after fabrication.
- J. Finish for Bar Grating Infill: Powder coating.
- K. Finish for Steel Items: **Shop painted**.
- L. Finish for Metallic-Coated-Steel Items: **High-performance coating**.

2.3 SWING GATES

- A. Galvanized-Steel Frames and Bracing: Fabricate members from square tubes **1-1/2 by 1-1/2 inches** formed from 0.108-inch nominal-thickness, metallic-coated steel sheet or formed from 0.105-inch (2.66-mm) nominal-thickness steel sheet and hot-dip galvanized after fabrication.
- B. Hardware: Latches permitting operation from both sides of gate, hinges, and keepers for each gate leaf more than 5 feet (1.52 m) wide.
 - 1. Lever hardware.
- C. Galvanizing: For items other than hardware that are indicated to be galvanized, hot-dip galvanize to comply with ASTM A 123/A 123M. For hardware items, hot-dip galvanize to comply with ASTM A 153/A 153M.
- D. Metallic-Coated-Steel Finish: **High-performance coating Galvanized finish**.

2.4 GATE OPERATORS

- A. Gate Operators:
 - 1. Manufacturers: Subject to compliance with requirements, **provide products by the following**:
 - a. Amazing Gates of America LLC.
 - b. Apollo Gate Operators.
 - c. AutoGate, Inc.
 - d. Begley Automated Gate Systems.
 - e. Byan Systems, Inc.

- f. CAME Americas Automation LLC.
 - g. Chamberlain Group, Inc. (The).
 - h. DoorKing, Inc.
 - i. Eagle Access Control Systems, Inc.
 - j. FAAC USA.
 - k. Gates That Open, LLC.
 - l. HySecurity.
 - m. Tymetal Corp.
 - n. USAutomatic Inc.
 - o. Viking Access Systems.
- B. Provide factory-assembled automatic operating system designed for gate size, type, weight, and operation frequency. Provide operation control system with characteristics suitable for Project conditions, with remote-control stations, safety devices, and weatherproof enclosures; coordinate electrical requirements with building electrical system.
- 1. Provide operator with UL **approved components**.
- C. Comply with NFPA 70.
- D. UL Standard: Manufacturer and label gate operators to comply with UL 325.
- E. Motor Characteristics: Sufficient to start, accelerate, and operate connected loads at designated speeds, within installed environment, with indicated operating sequence, and without exceeding nameplate rating or considering service factor. Comply with NEMA MG 1 and the following:
- 1. Voltage: See Electrical
- F. Gate Operators: **Gate Concrete base In-ground** mounted and as follows:
- 1. Hydraulic Gate Operators:
 - a. Duty: **Heavy duty, commercial/industrial.**
 - b. Maximum Gate Weight: **800 lb (363 kg)**
 - c. Frequency of Use: **Continuous duty.**
- G. Remote Controls: Electric controls separated from gate and motor and drive mechanism, with **NEMA ICS 6, Type 1** enclosure for **concrete base** mounting, and with space for additional optional equipment. Provide the following remote-control device(s):
- 1. Control Station: Keyed, **two** position switch with open and close function; located remotely from gate. Provide two keys per station.
 - 2. Card Reader: Functions only when authorized card is presented. Programmable, **multiple** code system.
 - 3. Digital Keypad Entry Unit: **Programmable**, multiple-code capability.
- H. Vehicle Presence Detector: System includes automatic closing timer with adjustable time delay and presence detector designed to **open and close gate**.

- I. Obstruction Detection Devices: Provide each motorized gate with automatic safety sensor(s). Activation of sensor(s) causes operator to immediately stop gate in opening cycle and reverse gate in closing cycle, and hold until clear of obstruction.
- J. Accessories:
 - 1. Warning Module: **Audio Visual, constant strobe**-light alarm sounding three to five seconds in advance of gate operation and continuing until gate stops moving; compliant with the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines.
 - 2. Battery Backup System: Battery-powered drive and access-control system, independent of primary drive system
 - 3. Instructional, Safety, and Warning Labels and Signs: **According to UL 325**

2.5 STEEL AND IRON

- A. Plates, Shapes, and Bars: ASTM A 36/A 36M.
- B. Bars (Pickets): Hot-rolled, carbon steel complying with ASTM A 29/A 29M, Grade 1010.
- C. Tubing: ASTM A 500/A 500M, cold-formed steel tubing.
- D. Bar Grating: NAAMM MBG 531.
 - 1. Bars: Hot-rolled steel strip, ASTM A 1011/A 1011M, Commercial Steel, Type B.
 - 2. Wire Rods: **ASTM A 510 (ASTM A 510M)**.
- E. Galvanized-Steel Sheet: ASTM A 653/A 653M, structural quality, Grade 50 (Grade 340), with **[G90 (Z275)] [G60 (Z180)]** coating.

2.6 MISCELLANEOUS MATERIALS

- A. Concrete: Normal-weight, air-entrained, ready-mix concrete complying with requirements in Section 033000 "Cast-in-Place Concrete" with a minimum 28-day compressive strength of 3000 psi (20 MPa), 3-inch (75-mm) slump, and 1-inch (25-mm) maximum aggregate size **or dry, packaged, normal-weight concrete mix complying with ASTM C 387/C 387M mixed with potable water according to manufacturer's written instructions**].

2.7 GROUNDING MATERIALS

- A. Grounding Conductors: Bare, solid wire for No. 6 AWG and smaller; stranded wire for No. 4 AWG and larger.
 - 1. Material above Finished Grade: **[Copper] [Aluminum]**.
 - 2. Material on or below Finished Grade: Copper.
- B. Grounding Connectors and Grounding Rods: Comply with UL 467.

2.8 STEEL FINISHES

- A. Surface Preparation: Clean surfaces according to [SSPC-SP 5/NACE No. 1, "**White Metal Blast Cleaning**"] [SSPC-SP 6/NACE No. 3, "**Commercial Blast Cleaning**]."
 - 1. After cleaning, apply a conversion coating compatible with the organic coating to be applied over it.
- B. Powder Coating: Immediately after cleaning, apply two-coat finish consisting of epoxy primer and TGIC polyester topcoat, with a minimum total dry film thickness of not less than 8 mils (0.20 mm). Comply with coating manufacturer's written instructions.
 - 1. Color and Gloss: **As selected by Architect from manufacturer's full range.**
- C. Primer Application: Apply zinc-rich epoxy primer immediately after cleaning, to provide a minimum dry film thickness of 2 mils (0.05 mm) per applied coat, to surfaces that are exposed after assembly and installation, and to concealed surfaces.
- D. High-Performance Coating: Apply intermediate and polyurethane topcoats to prime-coated surfaces. Comply with coating manufacturer's written instructions and with requirements in SSPC-PA 1, "Paint Application Specification No. 1: Shop, Field, and Maintenance Painting of Steel," for shop painting. Apply at spreading rates recommended by coating manufacturer.
 - 1. Match approved Samples for color, texture, and coverage. Remove and refinish, or recoat work that does not comply with specified requirements.

2.9 METALLIC-COATED-STEEL FINISHES

- A. Surface Preparation: Clean surfaces with nonpetroleum solvent so surfaces are free of oil and other contaminants. After cleaning, apply a **zinc-phosphate** conversion coating suited to the organic coating to be applied over it. Clean welds, mechanical connections, and abraded areas, and repair galvanizing to comply with ASTM A 780/A 780M.
- B. Powder Coating: Immediately after cleaning and pretreating, apply TGIC polyester powder-coat finish, with a minimum dry film thickness of 2 mils (0.05 mm).
 - 1. Color and Gloss: **As selected by Architect from manufacturer's full range.**
- C. Powder Coating: Immediately after cleaning and pretreating, apply two-coat finish consisting of **zinc-rich** epoxy prime coat and TGIC polyester topcoat, with a minimum dry film thickness of 2 mils (0.05 mm) for topcoat. Comply with coating manufacturer's written instructions to achieve a minimum total dry film thickness of 4 mils (0.10 mm).
 - 1. Color and Gloss: **As selected by Architect from manufacturer's full range.**
- D. High-Performance Coating: Apply epoxy primer, polyurethane intermediate coat, and polyurethane topcoat to prepared surfaces. Comply with coating manufacturer's written instructions and with requirements in SSPC-PA 1, "Paint Application Specification No. 1:

Shop, Field, and Maintenance Painting of Steel," for shop painting. Apply at spreading rates recommended by coating manufacturer.

1. Match approved Samples for color, texture, and coverage. Remove and refinish, or recoat work that does not comply with specified requirements.

PART 3 - EXECUTION

3.1 DECORATIVE FENCE INSTALLATION

- A. Install fences according to manufacturer's written instructions.
- B. Install fences by setting posts as indicated and fastening **[rails]** **[and]** **[infill panels]** to posts. **[Peen threads of bolts after assembly to prevent removal.]**
 1. Concrete Fill: Place concrete around **[posts]** **[and]** **[sleeves]** and vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
 2. Posts Set in Concrete: Extend post to within **6 inches (150 mm)** of specified excavation depth, but not closer than **3 inches (75 mm)** to bottom of concrete.
 3. Mechanically Driven Posts: Drive into soil to depth of **36 inches** < Protect post top to prevent distortion.
 4. Space posts uniformly at **6 feet** o.c.

3.2 GATE INSTALLATION

- A. Install gates according to manufacturer's written instructions, level, plumb, and secure for full opening without interference. Attach hardware using tamper-resistant or concealed means. Install ground-set items in concrete for anchorage. Adjust hardware for smooth operation and lubricate where necessary.

3.3 GATE OPERATOR INSTALLATION

- A. General: Install gate operators according to manufacturer's written instructions, aligned and true to fence line and grade.
- B. Excavation for **[Support Posts]** **[Pedestals]** **[Concrete Bases]**: Hand-excavate holes for bases in firm, undisturbed soil to dimensions and depths and at locations as required by gate operator component manufacturer's written instructions and as indicated.
- C. Concrete Bases: see Drawings.
- D. Vehicle Loop Detector System: **[Cut grooves in pavement and]**bury and seal wire loop according to manufacturer's written instructions. Connect to equipment operated by detector.
- E. Comply with NFPA 70 and manufacturer's written instructions for grounding of electric-powered motors, controls, and other devices.

County of Fresno
200 W. Pontiac Way, Clovis, CA 93612
Proposed Tenant Improvement

Project No. 2024_03
CONTRACT # 24-S-03

END OF SECTION 323119



County of Fresno

DEPARTMENT OF PUBLIC WORKS AND PLANNING
STEVEN E. WHITE, DIRECTOR

May 15, 2025

Adam Myles, President
Fortune-Ratliff General Contractors, Inc.
352 West Bedford Suite 107
Fresno, CA 93711

Transmitted by email to: adamm@fortuneratlift.com

**Subject: Notice of Approval, Probation Tenant Improvement
Contract No. 24-S-03**

Dear Adam:


The contract between your firm and the County of Fresno for the referenced project became operative on May 12, 2025. A copy of the executed contract is enclosed.

DIR Project ID **20250577717** is assigned to Contract No. **24-S-03**

The enclosed copy of Section 41 of the Charter of the County of Fresno is for your reference and compliance. If you have any questions, contact Jennica Geddert at jgeddert@fresnocountyca.gov or (559) 353-4919.

Sincerely,

Mohammad Alimi, Ph.D., P.E.
Design Division Engineer


[Jennica Geddert \(May 15, 2025 11:53 PDT\)](#)

Jennica Geddert
Senior Staff Analyst

Enclosures

cc: Board of Supervisors
Auditor – Controller
Financial Services
Construction Management
Design Division – Design Services

**PAYMENT BOND - PUBLIC WORK
SECTIONS 3247 - 3252, CIVIL CODE
(CALIFORNIA)**

The Hanover Insurance Company SURETY COMPANY

Bond No. 1101313

Premium: Included in performance bond

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, The County of Fresno has awarded to Fortune-Ratliff General Contractors, Inc.

as Contractor, a contract for the work described as follows: Probation Tenant Improvement. Contract No. 24-S-03.

AND WHEREAS, Said Contractor is required to furnish a bond in connection with said contract, to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.

NOW, THEREFORE, We the undersigned Contractor and Surety are held and firmly bound unto the County of Fresno in the amount required by law, the sum of \$ 2,377,711, for which payment well and truly to be made we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Contractors shall fail to pay (1) Any of the persons named in Civil Code Section 3181, (2) amounts due under the Unemployment Insurance Code for work or labor performed in connection with said contract by any such claimant, or (3) any amounts required to be deducted, withheld and paid over to the Employment Development Department and to the Franchise Tax Board from wages of the employees of Contractor and his sub-contractors with respect to such work and labor, pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety or Sureties herein will pay for the same in an aggregate amount not exceeding the sum specified in this bond, and also in case suit is brought upon the bond, a reasonable attorney's fee, to be fixed by the court, otherwise the above obligation shall be void.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

This bond is executed and filed to comply with the provisions of the act of Legislature of the State of California as designated in Civil Code, Sections 3247 - 3252 inclusive, and all amendments thereto.

IN WITNESS WHEREOF, We have hereunto set our hands and seals on this 10th day of April, 2025.

Fortune-Ratliff General Contractors, Inc.

Contractor

The Hanover Insurance Company SURETY COMPANY

By _____

Attorney-In-Fact: Justin Smit

ACKNOWLEDGMENT

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

State of California

County of Fresno)

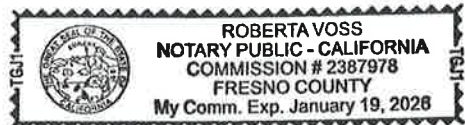
On April 10, 2025 before me, Roberta Voss Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Matthew DeFendis, Justin Smit and/or Roberta Voss

Of DiBuduo & DeFendis Insurance Brokers, LLC of Fresno, CA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

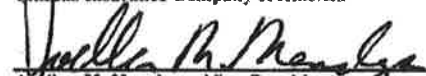
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 11th day of September, 2024



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


James H. Kawiecki, Vice President

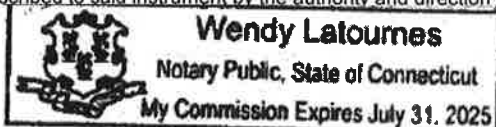
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

ss.

On this 11th day of September 2024 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Wendy Latoumes, Notary Public
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 10th day of April 2025.

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

Bond No. 1101313
Premium: \$24,026.00

Document A312™ — 2010

Conforms with The American Institute of Architects AIA Document 312

Performance Bond

CONTRACTOR:
(Name, legal status and address)

Fortune-Ratliff General Contractors, Inc.
352 W Bedford Ave., #107
Fresno, CA 93711

SURETY:
(Name, legal status and principal place of business)

The Hanover Insurance Company
440 Lincoln Street
Worcester MA 01653
Mailing Address for Notices

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

County of Fresno
2220 Tulare Street Sixth Floor
Fresno, CA 93721

CONSTRUCTION CONTRACT
Date:

Amount: \$ 2,377,711

Description:

(Name and location) Probation Tenant Improvement
Contract No. 24-S-03

BOND

Date: April 10, 2025

(Not earlier than Construction Contract Date)

Amount: \$ 2,377,711

Modifications to this Bond: ☒ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
Fortune-Ratliff General Contractors, Inc.

Signature: _____

Name
and Title:

SURETY

Company: (Corporate Seal)
The Hanover Insurance Company

Signature: _____

Name
and Title: Justin Smit
Attorney-in-Fact

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

DiBuduo and DeFendis Insurance Brokers, LLC
6873 N West Ave Suite 101, Fresno, CA 93711

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

Company: _____
(Corporate Seal)

SURETY

Company: _____
(Corporate Seal)

Signature: _____
Name and Title: _____
Address _____

Signature: _____
Name and Title: _____
Address _____

ACKNOWLEDGMENT

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

State of California

County of Fresno)

On April 10, 2025 before me, Roberta Voss, Notary Public
(insert name and title of the officer)

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

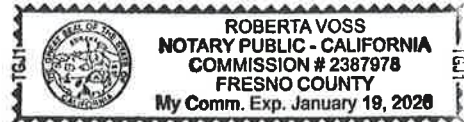
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Roberta Voss

(Seal)



THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Matthew DeFendis, Justin Smit and/or Roberta Voss

Of DiBuduo & DeFendis Insurance Brokers, LLC of Fresno, CA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

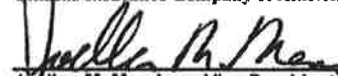
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 11th day of September, 2024



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


James H. Kawiecki, Vice President

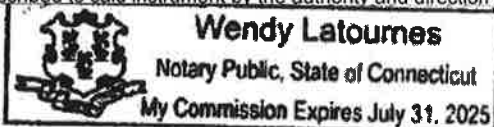
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

) ss.

On this 11th day of September 2024 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Wendy Latourmes, Notary Public
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 10th day of April 2025.

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

General Info

Total:

\$2,377,711.00

Number	Description
24-S-03	Probation Tenant Improvement
Deadline	200 W. Pontiac Way
02/20/2025 02:00 PM PST	The work to be done, in general, consists of a tenant improvement to an existing 39,609 square foot office building for the Probation department. Exterior work includes resealing and restriping of the existing parking, security fencing, and accessibility upgrades to the path of travel and barrier removal. Interior work includes office remodel, ceiling and lighting replacement, and restroom renovations. The work does not include the high bay warehouse attached to the office building.
Vendor	
Fortune-Ratliff General Contractors, Inc.	
Submitted	Allows zero unit prices and labor
02/20/2025 01:58 PM PST	No
Signed by	Allows negative unit prices and labor
Adam Myles Account Holder	No
Adam Myles	
Opened	
02/20/2025 02:13 PM PST By	
ilianamartinez@fresnocountyca.gov	

Attachment List

County of Fresno - Project Website
RFC form, bid opening details, any Supplemental Information
including RFC responses, Pre-bid Conference information, etc.

Project Manual (3 MB)
Specifications

Plans (29 MB)
Drawings

Addendum 1
Addendum 1

Addendum 1 - Plan Sheets
Addendum 1 - Plan Sheets

Addendum 2
Addendum 2

Proposal to the County of Fresno

Contract Name: **Probation Tenant Improvement**

Contract No.: **24-S-03**

Fund / Subclass / Org / Account / Program or Memo No.: **0400 / 8871 / 8150 / 91935**

Work to be performed: The work to be done, in general, consists of a tenant improvement to an existing 39,609 square foot office building for the Probation department. Exterior work includes resealing and restriping of the existing parking, security fencing, and accessibility upgrades to the path of travel and barrier removal. Interior work includes office remodel, ceiling and lighting replacement, and restroom renovations. The work does not include the high bay warehouse attached to the office building.

The work to be done is shown on a set of Specifications, entitled "Probation Tenant Improvement," the special provisions entitled "Specifications for Tenant Improvement Pontiac," and Plans, entitled "Proposed Tenant Improvement".

Building No.: **663**

Project Address:

200 W. Pontiac Way

Clovis, CA 93612

If this proposal shall be accepted and the undersigned shall fail to contract, as aforesaid, and to give the two bonds in the sums to be determined as aforesaid, each issued by a surety satisfactory to the Awarding Authority, within ten (10) days after the award of the contract, the Awarding Authority, at its option, may determine that the bidder has abandoned the contract, and thereupon this proposal and the acceptance thereof shall be null and void, and the forfeiture of such security accompanying this proposal shall operate and the same shall be the property of the County.

The undersigned, as bidder, declares that all addenda issued with respect to this bid have been received and incorporated into this Proposal. The bidder's signature on this Proposal also constitutes acknowledgement of all addenda.

The undersigned, as bidder, declares that the only persons, or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any other person, firm or corporation; that the bidder has carefully examined the annexed proposed form of contract, and the plans therein referred to; and the bidder proposes and agrees if this proposal is accepted, that the bidder will contract with the County of Fresno to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the contract in the manner and time therein prescribed, and according to the requirements of the County as therein set forth, and that the bidder will take in full payment therefor the following lump sum price, to-wit:

Proposal Form Section 004213 – 2 Bid Sheet

\$2,377,711.00

Item No.	Item Description	Item Price	Extension
1	Base Bid	\$2,377,711.00	\$2,377,711.00
			Total: \$2,377,711.00

Proposal Section 004213 - 2 Acknowledgement of Addendum

Type N/A if no addenda were issued. Click "+" to add additional fields.

Addendum No. *

1

Dated *

2/5/25

Type N/A if no addenda were issued. Click "+" to add additional fields. 1

Addendum No. *

2

Dated *

2/14/25

Bid Security Form Section 004313 - 1A

Accompanying this proposal is security (check one only) in an amount equal to at least ten percent (10%) of the total amount of the bid:

Bond Percentage

10.00%

Guarantee Method *

Paper Bid Bond, Certified
Check, Cashier's Check,
Cash, Scan of Paper Bid
Bond

Paper Bid Bond, Certified Check, Cashier's Check, Cash, Scan of Paper Bid Bond

Confirmation *

I have provided a Paper Bid Bond for 10.00% of the bid total amount, to the public works office, prior to the solicitation deadline.

If Cash Security, Enter Amount

You must either attach an electronic bid bond here or provide an original bid bond (or other form of bid security authorized by Public Contract Code Section 20129(a)), **prior to** the bid opening.

Bid Security Form Section 0014313 - 2

The names of all persons interested in the foregoing proposal as principals are as follows:

Business Name *

Fortune-Ratliff General Contractors, Inc.

Note: If bidder or other interested person is a corporation, state legal name of corporation. If bidder is a co-partnership, state true name of firm.

Business Owners and Officers Names *

Adam Myles VP, Allen Fortune President, Allen Jones
Secretary/Treasurer

Note: If bidder or other interested person is:

- a corporation, list names of the president, secretary, treasurer and manager thereof*
- a partnership, list names of all individual co-partners composing firm.*
- an individual, state first and last name in full.*

Names of Owners and Key Employees *

Adam Myles, Owner
Allen Fortune
Allen Jones

Note: List majority owners of your firm. If multiple owners, list all. Also include anyone, including key employees, who are actively promoting the contract. (SB1439)

Licensed in accordance with an act providing for the registration of Contractors:

Class *	Contractor License Number *	Expires *
B, C-8	496147	8/31/26

DIR Registration Number *

1000005076

Business Address *

352 West Bedford Suite 107, Fresno, CA 93711

Mailing Address

PO Box 26944 Fresno, CA. 93720

Business Phone *

(559) 432-1306

Fax Number**Email Address ***

adamm@fortuneratliff.com

Signature of Bidder *

Adam Myles

Dated *

2/20/25

NOTE: If bidder is a corporation, the legal name of the corporation shall be set forth above together with the signature of the officer or officers authorized to sign contracts on behalf of the corporation; if bidder is a co-partnership, the true name of the firm shall be set forth above together with the signature of the partner or partners authorized to sign contracts on behalf of the co-partnership; and if bidder is an individual, bidder signature shall be placed above. If signature is by an agent, other than an officer of a corporation or a member of a partnership, a Power of Attorney must be on file with the Owner prior to opening bids or submitted with the bid; otherwise, the bid will be disregarded as irregular and unauthorized.

Subcontractors List Section 004336 - 1

SUBCONTRACTORS

The following named subcontractor(s) will perform with labor, or otherwise render services to the general contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent of the total bid presented herewith. Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board. Submission of subcontractor's name, location of business and description of work, California contractor's license number and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code, all are REQUIRED, by Section 4104 of the California Public Contract Code, to be submitted prior to bid opening. (The "location of business" must specify the city in which the subcontractor's business is located, and the state if other than California.) All other requested information shall be submitted, either with the bid or within 24 hours after bid opening.

Please fill out as completely as possible when submitting your bid. Use subcontractor's business name style as registered with the License Board.

FAILURE TO LIST SUBCONTRACTORS AS DIRECTED MAY RENDER THE BID NON-RESPONSIVE, OR MAY RESULT IN ASSESSMENT OF A PENALTY AGAINST THE BIDDER IN ACCORDANCE WITH SECTION 4110 OF THE CALIFORNIA PUBLIC CONTRACT CODE.

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields.

Subcontractor: *
Mag Engineering

Business Address *
PO Box 8442, Fresno, CA 93747

Class

License No. *
1033270

DIR Registration No. *
1000058093

Item No. or Description of Work *
DIV 2 - Demolition Bldg/Site

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 1

Subcontractor: *

Ro's Precise Painting

Business Address *

1816 Industrial Way, Sanger, CA 93657

Class

License No. *

757058

DIR Registration No. *

1000000284

Item No. or Description of Work *

DIV 3 - Polished Concrete Finishing & DIV 9 - Interior Painting

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 2

Subcontractor: *

Fresno FabTech

Business Address *

1035 K St., Sanger, CA 93657

Class

License No. *

534626

DIR Registration No. *

1000933235

Item No. or Description of Work *

DIV 5 - Pipe & Tube Railings

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 3

Subcontractor: *

Italish Cabinetry

Business Address *

1925 Broadway St., Fresno, CA 93721

Class

License No. *

1043233

DIR Registration No. *

1000872119

Item No. or Description of Work *

DIV 6 - P/L Arch Cabinets & Countertops & DIV 10 Waterproof Wall Panel System

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 4

Subcontractor: *

Todd Companies

Business Address *

PO Box 6820, Visalia, CA 93290

Class

License No. *

788798

DIR Registration No. *

1000002649

Item No. or Description of Work *

Plumbing

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 5

Subcontractor: *

KC & S Construction Specialties

Business Address *

432 Bitritto Way, Unit 3, Modesto, CA 95356

Class

License No. *

1048604

DIR Registration No. *

1000063244

Item No. or Description of Work *

DIV 8 - HM Doors, Frames & Finish Hardware

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 6

Subcontractor: *

San Joaquin Glass

Business Address *

2150 E. McKinley, Fresno, CA 93703

Class

License No. *

248167

DIR Registration No. *

1000010471

Item No. or Description of Work *

DIV 8 - Bullet Resistant Windows & Storefront Doors

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 7

Subcontractor: *

DFS Flooring

Business Address *

5468 E. Lamona Ave., Fresno, CA 93727

Class

License No. *

999046

DIR Registration No. *

1000006695

Item No. or Description of Work *

DIV 9 - Carpet Tile/TS Rubber Base/Stair Tread

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 8

Subcontractor: *

ASB Construction

Business Address *

1148 N. Michelle Drive, Dinuba, CA 93618

Class

License No. *

1057664

DIR Registration No. *

1000569239

Item No. or Description of Work *

DIV 9 - Gypsum Board/Metal Studs

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 9

Subcontractor: *

ASB Construction

Business Address *

1148 N. Michelle Drive, Dinuba, CA 93618

Class

License No. *

1057664

DIR Registration No. *

1000569239

Item No. or Description of Work *

DIV 9 - Acoustical Ceilings

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractors List Section 004336 - 2

Optional: Vendor is not required to complete.

SUBCONTRACTORS

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields.

Subcontractor: *
Shelco Industries

Business Address *
5425 E. Home, St 101, Fresno, CA 93727

Class

License No. *
423565

DIR Registration No. *
1000007336

Item No. or Description of Work *
DIV 10 - Toilet Compartments/Toilet Accessories

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 1

Subcontractor: *
DOT Electric

Business Address *
1115 E. Oakmont, Fresno, CA 93730

Class

License No. *

935959

DIR Registration No. *

1000008270

Item No. or Description of Work *

Electrical, Low Voltage, Fire Alarm

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 2

Subcontractor: *

Johnson Fire Protection

Business Address *

432 N. Elko, Visalia, CA 93291

Class

License No. *

9450801

DIR Registration No. *

1000022773

Item No. or Description of Work *

DIV 21 - Fire Sprinkler System

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 3

Subcontractor: *

A & N Mechanical

Business Address *

2024 Janna Ave., Modesto, CA 95350

Class

License No. *

1126705

DIR Registration No. *

2000006883

Item No. or Description of Work *

DIV 23 - HVAC Smoke Detectors/Ducting Modifications

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 4

Subcontractor: *

T & T Pavement Markings

Business Address *

3276 W. Sussex Way, Fresno, CA 93722

Class

License No. *

687921

DIR Registration No. *

1000046338

Item No. or Description of Work *

DIV 32 - Striping, Signs, Bumpers

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 5

Subcontractor: *

Celtic Construction

Business Address *

2491 N. Miami, Fresno, CA 93727

Class

License No. *

770330

DIR Registration No. *

1000021833

Item No. or Description of Work *

DIV 32 - Asphalt Paving, Patch, Clean & Seal, Site Concrete & Truncated Domes

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 6

Subcontractor: *

Valley Fence Co.

Business Address *

3505 Lind Ave., Clovis, CA 93612

Class

License No. *

2373348

DIR Registration No. *

1000000118

Item No. or Description of Work *

DIV 32 - Decorative Metal Fences & Gates

Dollar Amount:

OR

Percentage of Total Bid:

Email Address:

Subcontractor: To add more subcontractor listings, click the "+" to add additional fields. 7

Subcontractor: *

Central Pro Tile

Business Address *

13799 Road 35, Madera, CA 93636

Class

License No. *

1003131

DIR Registration No. *

1001003777

Item No. or Description of Work *

DIV 9 - Ceramic Tile

Dollar Amount: **OR** **Percentage of Total Bid:**

Email Address:

Non-Collusion Declaration Section 004519 - 1

CONTRACT: PROBATION TENANT IMPROVEMENT

CONTRACT NO.: 24-S-03

To the County of Fresno:

NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID *

The undersigned declares:

I am the (Choose one of the following options): *

Owner

If Corporate Officer please list Title:

Vice President

of (Business Name): *

Fortune-Ratliff General Contractors, Inc.

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, and has not paid, and will not pay, any person or entity for that purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on

Date: *

2/20/25

at City, State: *

Fresno, California

Signature: *

Adam Myles

(See Title 23 United States Code Section 112; Calif Public Contract Code Section 7106)

***NOTE:** Completing, signing, and returning the Non-Collusion Declaration is a required part of the Proposal. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

Title 13 CARB Certification Section 004556 - 1

In conformance with Title 13 § 2449(i), bidders will be required to attach copies of valid Certificates of Reported Compliance for the fleet selected for the contract and their listed subcontractors.

Before May 15th of each year, the prime contractor must collect a new valid Certificate of Reported Compliance for the current compliance year, as defined in section 2449(n), from all fleets that have an ongoing contract with the prime contractor as of March 1 of that year. Prime contractors must not write contracts to evade this requirement. Annual renewals must be provided to the Resident Engineer at least one week prior to the expiration date of the current certificate.

<https://ww2.arb.ca.gov/resources/fact-sheets/fact-sheet-contracting-requirements>

Choose all that apply:

- ☐ Bidder’s Certificate of Reported Compliance has been attached to the bid.
- ☒ Bidder does not have a fleet subject to this regulation as outlined in Section 2449(i)(1)-(4).
- ☒ Listed subcontractors’ certificates have been attached or will be submitted within five (5) calendar days of the bid opening.
- ☐ The following subcontractors do not have a fleet subject to this regulation as outlined in Section 2449(i)(1)-(4):

Subcontractors

FAILURE TO PROVIDE THE CERTIFICATES OF REPORTED COMPLIANCE AS DIRECTED MAY RENDER THE BID NON-RESPONSIVE.

Guaranty Section 006536 - 1

Optional: Vendor is not required to complete.

CONTRACT NO: 24-S-03

This guaranty shall be executed by the successful bidder in accordance with Section 2.32 of the General Conditions. The bidder may execute the guaranty on this page at the time of submitting the bid or may, in the alternative, submit it with the insurance certificates and bonds within ten (10) days after award.

G U A R A N T Y

To the Owner: County of Fresno

The undersigned guarantees the construction and installation of the following work included in this project:

ALL WORK

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with each individual Work Order Detailed Scope of Work and specifications, due to any of the above causes, all within 365 calendar days after the date on which the Work under this contract is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such material and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with his or her obligations under this guaranty, the Owner shall be entitled to all costs and expenses reasonably incurred by reason of said failure or refusal.

Date: *

No bid

Name (Printed): *

No bid

Signature: *

No bid

Title: *

No bid

Contractor: *

No bid

Required Documents - A

Name	Omission Terms	Submitted File
CARB Certification of Reported Compliance - Bidder Valid CARB Certification of Reported Compliance - Bidder	Does not have a fleet subject to this regulation.	I am not enclosing this document because the omission terms have been met.
CARB Certification(s) of Reported Compliance - Subcontractors Valid CARB Certification(s) of Reported Compliance - Subcontractors	Due by 4pm on the 5th calendar day after bid opening or no listed subcontractors have a fleet subject to this regulation.	I am not enclosing this document because the omission terms have been met.
Electronic Bid Bond - Scan of Bid Bond Scan of Notarized Paper Bid Bond with original due by 4pm on the 5th calendar day after the bid opening.	I have already provided a bid bond, i.e. through an electronic Surety above or to the public works office prior to the deadline.	FC Probation Tenant Improvement-Bid Bond FR.pdf
3 Required Documents		

Additional Documents (use if needed)

Name	Omission Terms	Submitted File
Not Required - Extra Space if needed Not Required - Extra Space if needed	Not Required - Extra Space if needed	I am not enclosing this document because the omission terms have been met.
Not Required - Extra Space if needed Not Required - Extra Space if needed	Not Required - Extra Space if needed	I am not enclosing this document because the omission terms have been met.
Not Required - Extra Space if needed Not Required - Extra Space if needed	Not Required - Extra Space if needed	I am not enclosing this document because the omission terms have been met.
3 Required Documents		



The Hanover Insurance Company | 440 Lincoln Street, Worcester, MA 01653
Citizens Insurance Company of America | 645 West Grand River Avenue, Howell, MI 48843
Massachusetts Bay Insurance Company | 440 Lincoln Street, Worcester, MA 01653

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Fortune-Ratliff General Contractors, Inc.

hereinafter called Principal, and THE HANOVER INSURANCE COMPANY, a corporation established under the laws of the State of New Hampshire, and/or MASSACHUSETTS BAY INSURANCE COMPANY, a corporation established under the laws of the State of New Hampshire and having their principal office in Worcester, Massachusetts, as Surety, hereinafter called Surety, are held and firmly bound unto The Fresno County Department of Public Works and Planning

as Obligee, in the penal sum of ten percent of amount bid**** Dollars for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors administrators, successors and assigns.

The condition of the above obligation is such that whereas the Principal has submitted to the The Fresno County Department of Public Works and Planning

a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for Probation Tenant Improvement

NOW, THEREFORE,

- (a) If said Bid shall be rejected, or in the alternate
- (b) If said Bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid,

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

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

SIGNED, SEALED AND DATED this 4th day of February, 2025

Fortune-Ratliff General Contractors, Inc.

(Principal)

BY [Signature] (Seal)

☐ MASSACHUSETTS BAY INSURANCE COMPANY

BY _____ (Seal)

(Attorney-in-fact)

☒ THE HANOVER INSURANCE COMPANY

BY [Signature] (Seal)

(Attorney-in-fact) Justin Smit

ACKNOWLEDGMENT

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

State of California

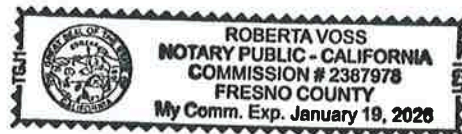
County of Fresno)

On February 4, 2025 before me, Roberta Voss Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.



Signature Roberta Voss (Seal)

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Matthew DeFendis, Justin Smit and/or Roberta Voss

Of DiBuduo & DeFendis Insurance Brokers, LLC of Fresno, CA each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Ten Million and No/100 (\$10,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)


IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 11th day of September, 2024



The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


James H. Kawlecki, Vice President

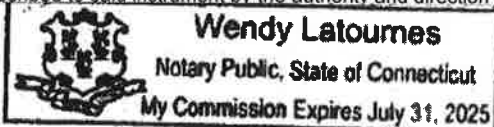
The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America


Joellen M. Mendoza, Vice President

STATE OF CONNECTICUT)
COUNTY OF HARTFORD)

) ss.

On this 11th day of September 2024 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Wendy Latournes, Notary Public
My commission expires July 31, 2025

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 4th day of February, 2025.

CERTIFIED COPY

The Hanover Insurance Company
Massachusetts Bay Insurance Company
Citizens Insurance Company of America

