

CONSTRUCTION AGREEMENT

This Construction Agreement (“Agreement”) is made and entered into this _____ of _____ 2022, by and between the City of Richmond, a municipal corporation and charter city (“City”) and Turner Signs, (“Contractor”), with reference to the following facts. The parties may be referred to in this Agreement individually as “Party” and collectively as the “Parties.”

RECITALS

A. On August 29, 2022, the City circulated an Invitation for Bids seeking contractors willing to undertake the construction of the Hilltop Gateway Sign #4, located on Blume Drive Parkways Richmond, Parkway in Richmond, CA (the “Project”).

B. Contractor submitted the lowest responsive bid and has been determined to be responsible.

C. City now desires to contract with Contractor to furnish construction and related services for the Project.

NOW THEREFORE, in consideration of the promises and agreements hereinafter set forth, and intending to be bound hereby, the Parties agree as follows:

ARTICLE I **CONSTRUCTION OF PROJECT**

Section 1.1 Contract Documents.

Project Specifications – including the Notice to Prospective Bidders, Invitation for Bids, Instructions to Bidders, Special Provisions, Description of Work, Construction Details (including all plans and specifications), and Proposal Package, along with any Requests for Information (RFI), responses to RFI, and addenda issued prior to the deadline for submitting bids Contractor’s Proposal attached as Exhibit A, and this Agreement, constitute the “Contract Documents.”

Section 1.2 Construction.

Contractor shall furnish all labor, materials, methods, processes, implements, tools and machinery, within the time frames set, and do all the things necessary for the proper completion of the work shown and described in Contract Documents.

Section 1.3 Payments.

Contractor agrees to receive and accept the sums set forth in the Bid Schedule attached as part of the Proposal, as full compensation for furnishing all materials and doing all the work contemplated and required by this Agreement, and for all loss or damage arising out of the nature of the undertaking of the construction of the Project, or from the acts of the elements, or from any unforeseen difficulties or obstructions which may arise or be encountered in the prosecution of the construction of the Project until its completion and acceptance by the City, and for all expenses incurred by or in consequence of the suspension or discontinuance of the construction of the Project, and for well and faithfully performing the construction of the Project and the whole thereof, in the manner and according to the Contract Documents.

Section 1.4 Discovery of Hazardous Waste or Unusual Conditions.

(a) Promptly and before the following conditions are disturbed, the Contractor shall notify the City in writing of any:

- (1) Material that the Contractor believes may be 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.
- (2) Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to bidders prior to the deadline for submitting bids.
- (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

(b) The City shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a Change Order under the procedures described in this Agreement.

(c) In the event that a dispute arises between the City 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 this Agreement, but shall proceed with all work to be performed under this Agreement. 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 Parties.

Section 1.5 Laws and Regulations.

(a) The Project work shall proceed only after procurement of each permit, license, or other authorization that may be required by any governmental agency having jurisdiction, and Contractor shall be responsible to the City for the procurement and maintenance thereof.

(b) Contractor shall cause all work performed in connection with construction of the Project to be performed in compliance with (i) all applicable laws, ordinances, rules and

regulations now in force or that may be enacted hereafter; (ii) all conditions of Project approval and mitigation measures included in any adopted or certified environmental document prepared for the Project; and (iii) all directions, rules and regulations of any fire marshal, health officer, building inspector, or other officer of every governmental agency now having or hereafter acquiring jurisdiction, provided that such direction given during construction does not conflict with conditions of Project approval or mitigation measures.

(c) Contractor shall and shall cause its subcontractors to pay prevailing wages in the construction of the Project as those wages are determined pursuant to Labor Code Sections 1720 et seq., and implementing regulations of the Department of Industrial Relations, and to comply with all other applicable federal, State and local laws, regulations and ordinances pertaining to labor standards insofar as those laws, regulations and ordinances apply to the performance of this Agreement, including any applicable City of Richmond employment requirements, including but not limited to the City's Living Wage Ordinance (Richmond Municipal Code Chapter 2.60), the City's Business Opportunity Ordinance (Richmond Municipal Code Chapter 2.50), and the City's Local Employment Program Ordinance (Richmond Municipal Code Chapter 2.56). During the construction of the Project, Contractor shall post at the construction site the applicable prevailing rates of per diem wages. Contractor shall indemnify, hold harmless and defend, (with counsel reasonably acceptable to the City) the City against any claims for damages, compensation, fines, penalties or other amounts arising out of failure or alleged failure of any person or entity (including Contractor and its subcontractors) to pay prevailing wages in connection with construction of the Project. This Section 1.5(c) shall survive the termination of this Agreement.

(d) Contractor and all subcontractors shall maintain accurate payroll records 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 and others employed on the Project. Each payroll record shall contain or be verified by a written declaration made under penalty of perjury, stating both of the following: (1) the information contained in the payroll record is true and correct, and (2) the employer has complied with the requirements of Labor Code Section 1771 (prevailing wage provisions), Section 1811 (eight-hour day, forty-hour week provisions), and Section 1815 (overtime compensation) for any work performed by his or her employees on the Project. The Contractor shall provide certified payroll records to the City each week, no later than ten (10) days after the end of a weekly pay period. Pay records shall be maintained and made available in accordance with Labor Code Section 1776. In addition, Contractor shall and shall cause its subcontractors promptly to deliver to the City, upon request, documents verifying compliance with the Living Wage Ordinance, which include documents which evidence that each affected employee has been notified regarding the wages required to be paid pursuant to the Living Wage Ordinance. Such wages shall also be posted at the construction site. This Section 1.5(d) shall survive the termination of this Agreement.

Section 1.6 Inspections.

Contractor shall permit and facilitate, and shall require its subcontractors to permit and facilitate, observation and inspection of the Project by the City and by public authorities at all times for the purposes of determining compliance with this Agreement and permits issued to perform the Project work. In so doing, Contractor shall provide access for testing and inspections. Contractor shall coordinate and schedule all testing and inspections required on the Project with the required advance notice as defined in the Project Specifications.

Section 1.7 Equal Opportunity.

(a) During the construction of the Project there shall be no discrimination on the basis of race, color, creed, religion, age, sex, sexual orientation, marital status, national origin, ancestry, or disability in the hiring, firing, promoting, or demoting of any person engaged in the construction work.

(b) In addition, Contractor agrees to observe the provisions of Section 2.28.030 of the Richmond Municipal Code, obligating Contractor and its subcontractors to refrain from discriminatory employment or subcontracting practices on the basis of race, color, sex, sexual orientation, religion, creed, national origin or ancestry of any employee, any applicant for employment or any potential subcontractor.

Section 1.8 Working Hours.

Eight hours of labor is a legal day's work. Any worker's time of service is restricted to eight hours during any calendar day, and 40 hours during a calendar week, unless overtime compensation is paid at not less than one and one-half times the basic rate of pay. The Contractor shall be assessed a penalty of twenty-five dollars (\$25) for each day a worker is employed in violation of these requirements.

Section 1.9 Insurance and Bond Requirements.

(a) In accordance with California Labor Code Section 3700, Contractor must secure Workers' Compensation coverage for its employees. Prior to performing any work, Contractor must execute a certification in the form set out at California Labor Code Section 1861.

(b) Contractor shall submit to the City evidence of the insurance and payment and performance bond coverage meeting the requirements set forth in the Project Specifications. Proof of insurance and bonding related to the construction of the Project shall be provided to the City not more than (10) days after award of the contract. The City shall review and approve or disapprove of the evidence of insurance within twenty (20) days after submittal of complete information in the form required by the City. If the City disapproves the evidence of insurance, it shall specify in writing the reasons for such disapproval. Contractor shall resubmit the information required within ten (10) days. The review and submittal periods for resubmittals shall be reduced to a ten (10) day review period for the City and a five (5) day period for resubmittal by Contractor and shall continue to apply until the City approves the evidence of insurance coverage, but in no event shall the submittal and review period continue for more than forty-five (45) days. If, after forty-five (45) days the Contractor has not provided evidence of insurance and bond coverage meeting the

requirements of the City, the City shall terminate the contract and may either award the work to the next lowest responsive responsible bidder or issue a new request for bids. (If the City issues a new request for bids, the Contractor shall be disqualified from re-bidding the work because of the failure to provide timely proof of insurance and/or bond coverage.) No work shall be initiated on the Project prior to Contractor's receipt of the City's approval of evidence of insurance coverage related to the construction of the Project.

(c) Contractor shall require and verify that all subcontractors or other parties hired for the Project purchase and maintain coverage for indemnity and insurance at least as broad as specified in the Project Specifications to the extent they apply to the scope of the subcontractor's work with the same certificate of insurance requirements and naming as additional insureds all parties to this Agreement. Contractor shall include the following language in their agreement with subcontractors: "Subcontractors hired by Contractor agree to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City under the Contract Documents and provide a valid certificate of insurance and the required endorsements included in the agreement as proof of compliance prior to commencement of any work and to include this same requirement for any subcontractors they hire for this work. A copy of the insurance and indemnity requirements of the Contract Documents will be furnished to the subcontractor upon request." Contractor shall have furnished the City with evidence of the insurance coverage meeting the insurance requirements set forth in Project Specifications for each subcontractor prior to initiating any work on the Project, including Builder's Risk insurance with appropriate coverage for the cost of construction. The periods for submittal, review and approval shall apply as stated in subparagraph (b) above.

(d) The Parties agree that notwithstanding the time requirements set forth in this subsection for submittal and resubmittal to the City by the Contractor of the evidence of insurance and review and approval of the evidence of insurance by the City, Contractor is responsible for ensuring that the evidence of insurance in approvable form is submitted to the City in a timely manner.

(e) Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits set forth in the Project Specifications shall be available to the City as an additional insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in the Project Specifications; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured, whichever is greater. No representation is made that the minimum insurance requirements set forth in the Project Specifications are sufficient to cover the obligations of the Contractor under this Agreement.

(f) Contractor shall maintain the insurance requirements set forth in the Project Specifications for a minimum of five (5) years following the completion of the Project. In the event Contractor fails to obtain or maintain completed operations coverage as required by the Project Specifications, the City at its sole discretion may purchase the coverage required and the cost for the same shall be paid by Contractor upon demand by the City.

Section 1.10 Security In Lieu of Retention.

(a) The City shall retain five percent (5%) of the sum requested in each progress payment unless the Contractor elects to invoke the procedures set forth at California Public Contract Code 22300 to substitute securities to ensure performance under the contract.

1. At the request and the expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City, or with a state or federally chartered bank in the state as escrow agent, who shall then pay the retained funds to the Contractor. Upon satisfactory completion of the contract, the securities shall be returned to the Contractor.
2. Alternatively, the Contractor may request and the City shall make payment of retentions earned directly to the escrow agent at the expense of the Contractor. At the expense of the Contractor, the Contractor may direct the investment of the payments into securities and the Contractor shall receive the interest earned on the investments upon the same terms provided for in Public Contract Code 22300 for securities deposited by the Contractor. Upon satisfactory completion of this Agreement, the Contractor shall receive from the escrow agent all securities, interest, and payments received by the escrow agent from the owner, pursuant to the terms of this section.

(b) If the Contractor chooses to place securities in escrow, the escrow agreement to be used shall be substantially similar to the following form:

ESCROW AGREEMENT FOR SECURITY DEPOSITS IN LIEU OF RETENTION

This Escrow Agreement is made and entered into by and between _____ whose address is _____ hereinafter called "Owner," _____ whose address is _____ hereinafter called "Contractor" and _____ whose address is _____ 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 _____ 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 the Contractor deposits the securities as a substitute for Contract earnings, the Escrow Agent shall notify the Owner within 10 days of the deposit. The market value of the securities at the time of the substitution shall be at least equal to the cash amount then required to be withheld as retention under the terms of the Contract between the Owner and Contractor. Securities shall be held in the name of _____, and shall designate the Contractor as the beneficial owner.

(2) The Owner shall make progress payments to the Contractor for those funds which otherwise would be withheld from progress payments pursuant to the Contract provisions, provided that the Escrow Agent holds securities in the form and amount specified above.

(3) When the Owner makes payment of retentions earned directly to the Escrow Agent, the Escrow Agent shall hold them for the benefit of the Contractor until the time that 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.

(4) 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. These expenses and payment terms shall be determined by the Owner, Contractor, and Escrow Agent.

(5) 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.

(6) 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 the Owner to the Escrow Agent that Owner consents to the withdrawal of the amount sought to be withdrawn by Contractor.

(7) The Owner shall have a right to draw upon the securities in the event of default by the Contractor. Upon seven 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 as instructed by the Owner.

(8) 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 payments of fees and charges.

(9) Escrow Agent shall rely on the written notifications from the Owner and the Contractor pursuant to Sections (5) to (8), inclusive, 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.

(10) 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

Name

Signature

Address

On behalf of Escrow Agent:

Title

On behalf of Contractor:

Title

Name

Signature

Address

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

Contractor

Title

Title

Name

Name

Signature

Signature

Section 1.11 Senate Bill 854 Notice Requirements.

As provided in SB 854 (Stats. 2014, ch. 28): (a) no contractor or subcontractor may be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the California Public Contracts Code, or engage in the performance of any contract for public work, unless currently registered with DIR and qualified to perform public work pursuant to California Labor Code Section 1725.5 (Lab. Code §1771.1(a)); (b) no contractor or subcontractor may be awarded a public works contract unless registered with the DIR to perform public work pursuant to Labor Code Section 1725.5 (Lab. Code §1771.1(b)); and (c) work performed on the project is subject to compliance monitoring and enforcement by DIR (Lab. Code §1771.4).

Section 1.12 Job Site Notices.

Contractor shall post at the job site notices in compliance with Title I California Code of Regulations Section 16451.

Section 1.13 Municipal Code Chapter 2.65 Requirements.

Contractor shall comply with Chapter 2.65 of the Richmond Municipal Code banning the requirement to provide information of prior criminal convictions on employment applications.

ARTICLE II

DEFAULT AND REMEDIES

Section 2.1 Events of Default.

In addition the remedies set forth in Section 2.2, below, in the event of default the Department Head reserves the right to stop work immediately if any action or inaction by the Contractor or any subcontractor creates a risk of imminent harm to the public or property.

Each of the following shall constitute a “Default” by Contractor under this Agreement:

(a) **Breach of Covenants.** Failure by Contractor or any subcontractor to duly perform, comply with, or observe any of the conditions, terms, or covenants of any of the Contract Documents. The City shall give Contractor written notice of the breach and specify a time in which to cure the breach. If the Contractor cures the breach within the time specified in the notice or, if the breach cannot be cured in the time specified but the Contractor has diligently pursued measures to cure the breach and to keep the City informed of its progress, then the breach shall not constitute a default provided that the breach is cured within thirty (30) days from the date of the City’s last notice and demand to cure.

(b) **Disregard of Laws.** Disregard of laws, rules, regulations, directions or instructions of City by Contractor or any subcontractor with respect to the performance of work.

(c) **Insolvency.** A court having jurisdiction shall have made or entered any decree or order (i) adjudging Contractor to be bankrupt or insolvent, (ii) approving as properly filed a petition seeking reorganization of Contractor or seeking any arrangement for Contractor under the bankruptcy law or any other applicable debtor’s relief law or statute of the United States or any state or other jurisdiction, (iii) appointing a receiver, trustee, liquidator, or assignee of Contractor in bankruptcy or insolvency or for any of their properties, (iv) directing the winding up or liquidation of Contractor if any such decree or order described in clauses (i) to (iv), inclusive, shall have continued unstayed or undischarged for a period of ninety (90) days; or (v) Contractor shall have admitted in writing its inability to pay its debts as they fall due or shall have voluntarily submitted to or filed a petition seeking any decree or order of the nature described in clauses (i) to (iv), inclusive.

(d) **Suspension; Termination.** Contractor shall have voluntarily suspended its business, or shall have voluntarily or involuntarily lost or terminated one or more of the licenses required to perform the work.

(e) **Liens on Property and the Development.** There shall be filed any claim of lien (other than liens approved in writing by the City) against the Project or the construction site or any part thereof, or any interest or right made appurtenant thereto and the continued maintenance of said claim of lien for a period of twenty (20) days without discharge or satisfaction thereof or provision therefore (including, without limitation, the posting of bonds) satisfactory to the City.

Section 2.2 Remedies.

The occurrence of any Default hereunder following the expiration of all applicable notice and cure periods will, either at the option of the City or automatically where so specified, relieve the City of any obligation to make or continue payments and shall give the City the right to proceed with any and all remedies set forth in the Contract Documents, including but not limited to the following:

(a) Specific Performance. The City shall have the right to mandamus or other suit, action or proceeding at law or in equity to require Contractor to perform its obligations and covenants under this Agreement or to enjoin acts on things which may be unlawful or in violation of the provisions of this Agreement.

(b) Right of Contest. Contractor shall have the right to contest in good faith any claim, demand, levy, or assessment the assertion of which would constitute a Default hereunder. Any such contest shall be prosecuted diligently and in a manner unprejudicial to the City or the rights of the City hereunder.

(c) Remedies Cumulative. No right, power, or remedy given to the City by the terms of the Contract Documents is intended to be exclusive of any other right, power, or remedy; and each and every such right, power, or remedy shall be cumulative and in addition to every other right, power, or remedy given to the City by the terms of any such instrument, or by any statute or otherwise against Contractor and any other person. Neither the failure nor any delay on the part of the City to exercise any such rights and remedies shall operate as a waiver thereof, nor shall any single or partial exercise by the City of any such right or remedy preclude any other or further exercise of such right or remedy, or any other right or remedy.

Section 2.3 Waiver of Damages.

Contractor, in having tendered the Proposal, shall be deemed to have waived any and all claims for damages because of termination of this Agreement for any reason. Contractor shall not be entitled to any lost profit in the event of termination.

ARTICLE III **GENERAL PROVISIONS**

Section 3.1 Relationship of Parties.

Nothing contained in this Agreement shall be interpreted or understood by any of the Parties, or by any third persons, as creating the relationship of employer and employee, principal and agent, limited or general partnership, or joint venture between the City and Contractor or its agents, employees or subcontractors, and Contractor shall at all times be deemed an independent contractor and shall be wholly responsible for the manner in which it or its agents, or both, perform the services required of it by the terms of this Agreement. Contractor has and retains the right to exercise full control of employment, direction, compensation, and discharge of all persons assisting in the performance of services under the Agreement. In regards to the

construction of the Project, Contractor shall be solely responsible for all matters relating to payment of its employees, including compliance with Social Security, withholding, and all other laws and regulations governing such matters, and shall include requirements in each contract that subcontractors shall be solely responsible for similar matters relating to their employees. Contractor shall be solely responsible for its own acts and those of its agents and employees.

Section 3.2 Change Orders.

(a) Changes affecting the time of performance, unit pricing, or total contract price shall be set forth in a written Change Order that shall specify:

1. The work performed in connection with the change to be made;
2. The amount of the adjustment to the Payment Limit, if any, and the basis for compensation for the work ordered; which adjustment may be a negotiated lump sum amount, agreed unit price, or paid under Section 9-1.04 "Force Account" of the 2015 State of California Department of Transportation Standard Specifications; and
3. The amount of time to be adjusted in the schedule for performance, if any.

(b) A Change Order will become effective when signed by the Department Head, or his or her representative, notwithstanding that Contractor has not signed it. A Change Order will become effective without Contractor's signature, provided the Department Head or his or her representative so indicates by noting thereon "unilateral change order."

(c) All changes in any plans and specification approved by any authority with jurisdiction over the Project may also require addenda or change orders approved by that authority.

(d) Where the City requests, a performance bond rider covering the changed work must be executed and delivered to the City before proceeding with the changed work, or shortly in time thereafter.

(e) The Department Head or his or her representative has the authority to approve Change Orders with a cumulative dollar value of up to ten percent (10%) of the contract price.

Section 3.3 Claims By Contractor.

(a) **No Third-Party Claims.** Nothing contained in this Agreement shall create or justify any claim against the City by any person that Contractor may have employed or with whom Contractor may have contracted relative to the purchase of materials, supplies or equipment, or the furnishing or the performance of any work or services with respect to the construction of the Project, and Contractor shall include similar requirements in any contracts entered into for the construction of the Project. Pursuant to Section 9204 (d)(5) of the Public Contract Code, however, Contractor may present a claim on behalf of a subcontractor for work which was performed by that subcontractor or lower tier subcontractor. Such claim shall have been reviewed and evaluated by Contractor prior to submission to the City.

(b) **Obligation to File Claims for Disputed Work.** Should it appear to the Contractor that the work to be performed or any of the matters relative to the Contract Documents are not satisfactorily detailed or explained therein, or should any questions arise as to the meaning or intent of the Contract Documents, or should Contractor have a claim against the City, as the term “claim” is defined in Section 9204 of the Public Contract Code, or should any dispute arise regarding the true value of any work performed, work omitted, extra work that the Contractor may be required to perform, time extensions, payment to the Contractor during performance of the work, construction of the Project, and/or compliance with procedures or standards set forth in the Contract Documents, or should Contractor otherwise seek extra time or compensation FOR ANY REASON WHATSOEVER (each, a “Claim”), then Contractor shall first follow the procedures set forth in this Agreement, including but not limited to Section 3.2, “Change Orders.” If a dispute remains, then Contractor shall give written notice by registered or certified mail with return receipt requested, and such Claim shall be resolved as set forth below.

(c) **Form and Contents of Claim.** The Claim shall be submitted to the City within thirty (30) days of receiving the City’s written decision regarding the dispute, or the date the Contractor contends such decision was due, and in no event later than the date of final payment. Contractor’s written claim must identify itself as a “Claim” under this Section 3.3 and must include the following: (1) a narrative of pertinent events; (2) citation to contract provisions; (3) theory of entitlement; (4) complete pricing of all cost impacts; (5) a time impact analysis of all time delays that shows actual time impact on the critical path; (6) documentation supporting items 1 – 5; and (7) verification under penalty of perjury of the claim’s accuracy. The Claim shall be priced like a Change Order, and must be updated every thirty (30) days as to cost and entitlement if it remains a continuing Claim. Routine contract materials, for example, correspondence, RFI, Change Order requests, or payment requests shall not constitute a Claim. Contractor shall bear all costs incurred in preparation, submittal, and administration of a Claim.

(d) **Administration After Claim Submittal.**

1. City may render a final decision based solely on the materials submitted in support of the Claim or may in its sole discretion conduct an administrative hearing on the Claim, in which case Contractor shall appear, participate, answer inquiries, and present any further evidence or analysis requested by City. Should City take no action on the Claim within forty-five (45) days (or any extension thereof mutually agreed upon by City and Contractor, or any such greater time to respond afforded City under Section 9204(d)(1)(C) of the Public Contract Code) of submittal, it shall be deemed denied.
2. If Contractor disputes City’s written response, or if City fails to respond to a Claim within the time prescribed, Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, City will schedule a meet and confer conference within thirty (30) days for settlement of the dispute.
3. Within ten (10) business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, City will

provide Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within sixty (60) days after City issues its written statement. Any disputed portion of the Claim, as identified by Contractor in writing, shall be submitted to nonbinding mediation, with City and Contractor sharing the associated costs equally. City and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If City and Contractor cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to Section 3.3(f) of this Agreement.

4. Failure by City to respond to a Claim within the time periods described in Section 9204 of the Public Contract Code or to otherwise comply with the time requirements of that section shall result in the Claim being deemed rejected in its entirety. A Claim that is denied by reason of City's failure to have responded to a claim, or its failure to otherwise comply with the time requirements of Section 9204 of the Public Contract Code, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the claimant filing the Claim.
5. Notwithstanding and pending the resolution of any Claim or dispute, Contractor shall diligently perform the disputed work to final completion in accordance with the City's direction.

(f) **Compliance**

1. The provisions of this Section 3.3 constitute a non-judicial claim settlement procedure that, pursuant to California Government Code Section 930.2, shall constitute a condition precedent to the submittal of a valid claim under the California Government Code. Any Government Code claims alleging disputed work must affirmatively indicate prior compliance with this Section 3.3. In accordance with Richmond Municipal Code Section 1.10.010(b), all Government Code claims must be presented no later than the 100th day after the earlier of (i) the date the City actively or passively denied the Claim, or (ii) substantial completion or termination of the contract.
2. **Failure to submit and administer Claims as required in Section 3.3 shall waive Contractor's right to compensation for any disputed work not included in a timely Claim. Disputes not raised in a timely protest and timely Claim submitted under this Section 3.3 may not be asserted in any subsequent Government Code claim, administrative hearing, or civil action.**

3. City shall not be deemed to waive any provision under this Section 3.3 if, at City's sole discretion, a Claim is administered in a manner not in accord with this Section 3.3. Waivers or modifications of this Section 3.3 may only be made by signed Change Order approved as to form by legal counsel for both City and Contractor. Oral or implied modifications shall be of no force or effect.

Section 3.4 Indemnification.

(a) To the fullest extent permissible by law, Contractor shall indemnify, defend, and hold harmless, and require its subcontractors to defend, indemnify and hold harmless, the City, its elected and appointed officials, and all of its employees, volunteers and agents (the "Indemnified Parties"), from all liability, penalties, costs, losses, damages, expenses, causes of action, claims or judgments, including attorney's fees and other defense costs (collectively, "Actions"), resulting from injury to or death sustained by any person (including Contractor's or any subcontractors' employees), or damage to property of any kind, or any other injury or damage whatsoever, which Actions arise out of or are in any way connected with the construction of the Project, regardless of Contractor's fault or negligence; provided, however, that Contractor's, and Contractor's subcontractors' indemnity obligations hereunder shall not apply to the extent any Actions are caused by the active negligence or willful act or omission of an Indemnified Party. The indemnification obligations of Contractor and its subcontractors shall extend to Actions asserted after termination of this Agreement for whatever reason for the full period of time allowed by law.

(b) In Actions against any person or entity indemnified under Section 3.4(a) above by an employee of Contractor or its subcontractors, anyone directly or indirectly employed by any one of them or anyone for whose acts one of them may be liable, the indemnification obligation under Section 3.4(a) above shall not be limited by a limitation on amount or type of damages, compensation of benefits payable under workers' compensation acts, disability benefit acts or other employee benefit acts.

(c) The defense and indemnification obligations set forth in Section 3.4(a) above are undertaken in addition to, and shall not in any way be limited by, the insurance obligations set forth in the Project Specifications.

Section 3.5 Non-Liability of City Officials, Employees and Agents.

No member, official, employee or agent of the City shall be personally liable to Contractor in the event of any default or breach by the City or for any amount which may become due to Contractor or its successor or on any obligation under the terms of this Agreement.

Section 3.6 No Third Party Beneficiaries.

There shall be no third party beneficiaries to this Agreement.

Section 3.7 Conflict of Interest.

(a) Except for approved eligible administrative or personnel costs, no person described in Section 3.7(b) below who exercises or has exercised any functions or responsibilities with respect to the activities funded pursuant to this Agreement or who is in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during, or at any time after, such person's tenure. Contractor shall exercise due diligence to ensure that the prohibition in this Section 3.7(a) is followed.

(b) The conflict of interest provisions of Section 3.7(a) above apply to any person who is an employee, agent, consultant, officer, or elected or appointed official of the City of Richmond, and any immediate family member or dependent of such person.

Section 3.8 Notices, Demands and Communications.

If at any time after the execution of this Agreement it shall become necessary or convenient for one of the Parties hereto to serve any notice, demand or communication upon the other Party, such notice, demand or communication shall be in writing and shall be served personally or by depositing the same in the registered United States mail, return receipt requested, postage prepaid or delivered by express delivery service, return receipt requested and

(1) if intended for the City shall be addressed to:

City of Richmond
450 Civic Center Plaza
Richmond, California 94804
Attention: Joe Leach

With copy to:

City of Richmond
450 Civic Center Plaza
Richmond, CA 94804
Attention: City Attorney

(2) if intended for Contractor shall be addressed to:

Ca

Tim Turner
6028 Lake Dr. #1113
Angelus, CA 92305
Attn: Tim Turner

Any notice, demand or communication shall be deemed given, received, made or communicated on the date personal delivery is affected or, if mailed in the manner herein specified, on the delivery date or date delivery is refused by the addressee, as shown on the return receipt. Any Party may change its address at any time by giving written notice of such change at least ten (10) days prior to the date such change is desired to be effective.

Section 3.9 Applicable Law.

This Agreement shall be governed by California law. This Agreement is made in Contra Costa County, California, and any action relating to this Agreement shall be instituted and prosecuted in the courts of Contra Costa County, California.

Section 3.10 Parties Bound.

Except as otherwise limited herein, the provisions of this Agreement shall be binding upon and inure to the benefit of the Parties and their heirs, executors, administrators, legal representatives, successors, and assigns. Any reference in this Agreement to a specifically named Party shall be deemed to apply to any successor, heir, administrator, executor, successor, or assign of such Party who has acquired an interest in compliance with the terms of this Agreement or under law. This Agreement shall be binding upon and inure to the benefit of the heirs, administrators, executors, successors in interest, and assigns of each of the Parties.

Section 3.11 Severability.

If any term of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall continue in full force and effect unless the rights and obligations of the Parties have been materially altered or abridged by such invalidation, voiding or unenforceability.

Section 3.12 Force Majeure.

Performance by either Party shall not be deemed to be in default when delays in performance are due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, quarantine restrictions, freight embargoes, or court order, or any other similar causes (other than lack of funds of Contractor) beyond the control or without the fault of the Party claiming an extension of time to perform ("Force-Majeure Delays"). In no event shall any extension of any period of time be deemed to have occurred unless the Party claiming the Force-Majeure Delay gives written notice to the other Party within ten (10) days following the commencement of any such delay, setting forth the facts giving rise to the Force-Majeure Delay request, the expected

duration of the delay, and the steps the Party intends to take to minimize the Delay. During the Force-Majeure Delay, the Party whose performance is delayed shall keep the other Party reasonably informed of the situation and the steps taken by such Party to continue performance and minimize delay. After the Force-Majeure Delay is over, the Parties shall in good faith jointly prepare an accurate written record of the circumstances giving rise to delay, specifying the commencement date and duration of the Force-Majeure Delay and the cause thereof, which record shall be signed by each Party to confirm agreement with respect to its content. In no event shall the City be required to agree to cumulative Force-Majeure Delays in excess of sixty (60) days unless the City is the cause of such delay. In the event that the parties cannot agree upon a record of the circumstances giving rise to the Force-Majeure Delay, the procedures set forth in Section 3.3 of this Agreement shall apply.

Section 3.13 Waivers.

Any waiver by the City of any obligation or condition in this Agreement must be in writing. No waiver will be implied from any delay or failure by the City to take action on any breach or default of Contractor or to pursue any remedy allowed under this Agreement or applicable law. Any extension of time granted to Contractor to perform any obligation under this Agreement shall not operate as a waiver or release from any of its obligations under this Agreement. Consent by the City to any act or omission by Contractor shall not be construed to be consent to any other or subsequent act or omission or to waive the requirement for the City's written consent to future waivers.

Section 3.14 Title of Parts and Sections.

Any titles of the sections or subsections of this Agreement are inserted for convenience of reference only and shall be disregarded in interpreting any part of the Agreement's provisions.

Section 3.15 Entire Understanding of the Parties.

The Contract Documents – along with any written change orders and dispute determinations that may be issued by the City in the course of performance – shall constitute the entire understanding and agreement of the Parties with respect to construction of the Project. The Contract Documents, written change orders (if any), and dispute determinations (if any) are deemed complementary and should be interpreted together.

Section 3.16 Multiple Originals; Counterpart.

This Agreement may be executed in multiple originals, each of which is deemed to be an original, and may be signed in counterparts. A facsimile or electronic signature to this Agreement shall be as valid as an ink signed original.

[Signatures on following page]

WHEREAS, this Agreement has been entered into by the undersigned as of the date first above written.

Reviewed By:

City Attorney

ATTEST:

City Clerk

CITY:

CITY OF RICHMOND, a municipal corporation and
charter city

By: _____

Name: _____

Its: _____

CONTRACTOR:

Turner Signs

By: _____

Name: _____

Its: _____

Exhibit A
Proposal

Work to be done in accordance with Construction Plans for the Hilltop District Gateway Signage Program, Sign #4 by Marcia Vallier and Associates dated June 1, 2022.

HILLTOP DISTRICT

Richmond California

GATEWAY SIGNAGE PROGRAM: SIGN TYPE #4

June 1, 2022



VALLIER DESIGN ASSOCIATES, INC.

SITE PLAN

Research Dr

Overlook Way

Hilltop Dr

Summer Ln

Kite Way

Hilltop Mall Rd

Shane Dr

McKenzie Dr

Gilma Dr

Mullens Dr

Henderson Dr

Fairmede Dr

Groom Dr

Jo Ann Dr

Sierra Ridge Rd

Richmond Pkwy

Klose Way

Blume Dr

Dwight D. Eisenhower Hwy

Fairway Dr

Greenway Dr

Park

Sign #4

80

N

[illegible]

An aerial photograph of a coastal city, likely San Francisco, showing a dense network of roads highlighted in yellow. The city is situated on a peninsula, with a large body of water (the bay) to the left. The image shows a complex web of streets and highways, with the yellow lines indicating a specific route or network. The surrounding area includes green hills and some industrial or commercial zones.



3941 Park Drive, Suite 20-516
El Dorado Hills, California 95762
miguel@mycrimeindesign.com



VALLIER DESIGN ASSOCIATES, INC.

HILLTOP
DISTRICT

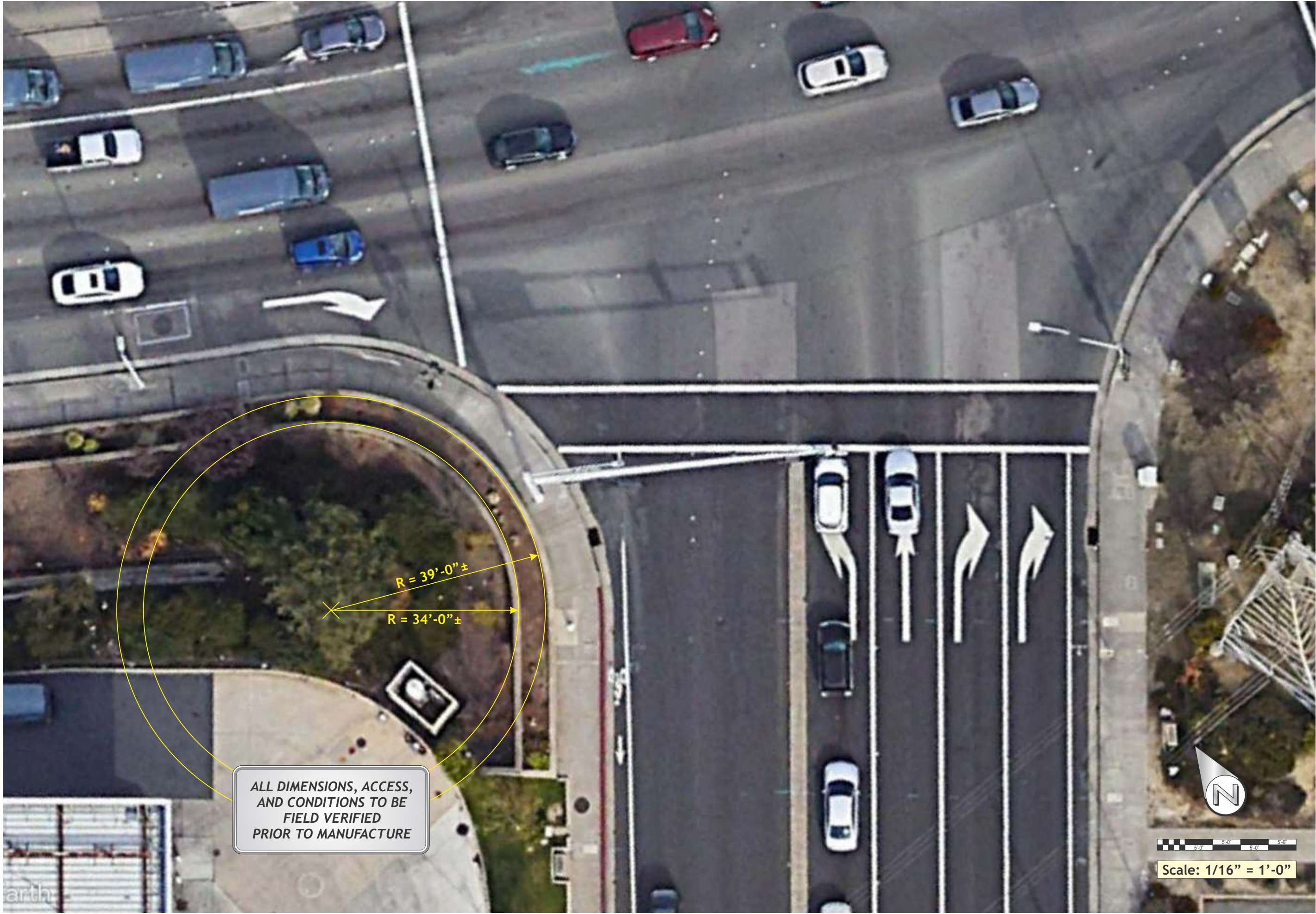
Project: City of Richmond Gateway Signage

Address: Various sites
Richmond, California

Date: May 31, 2020	Designer: Miguel Reiman
--------------------	-------------------------

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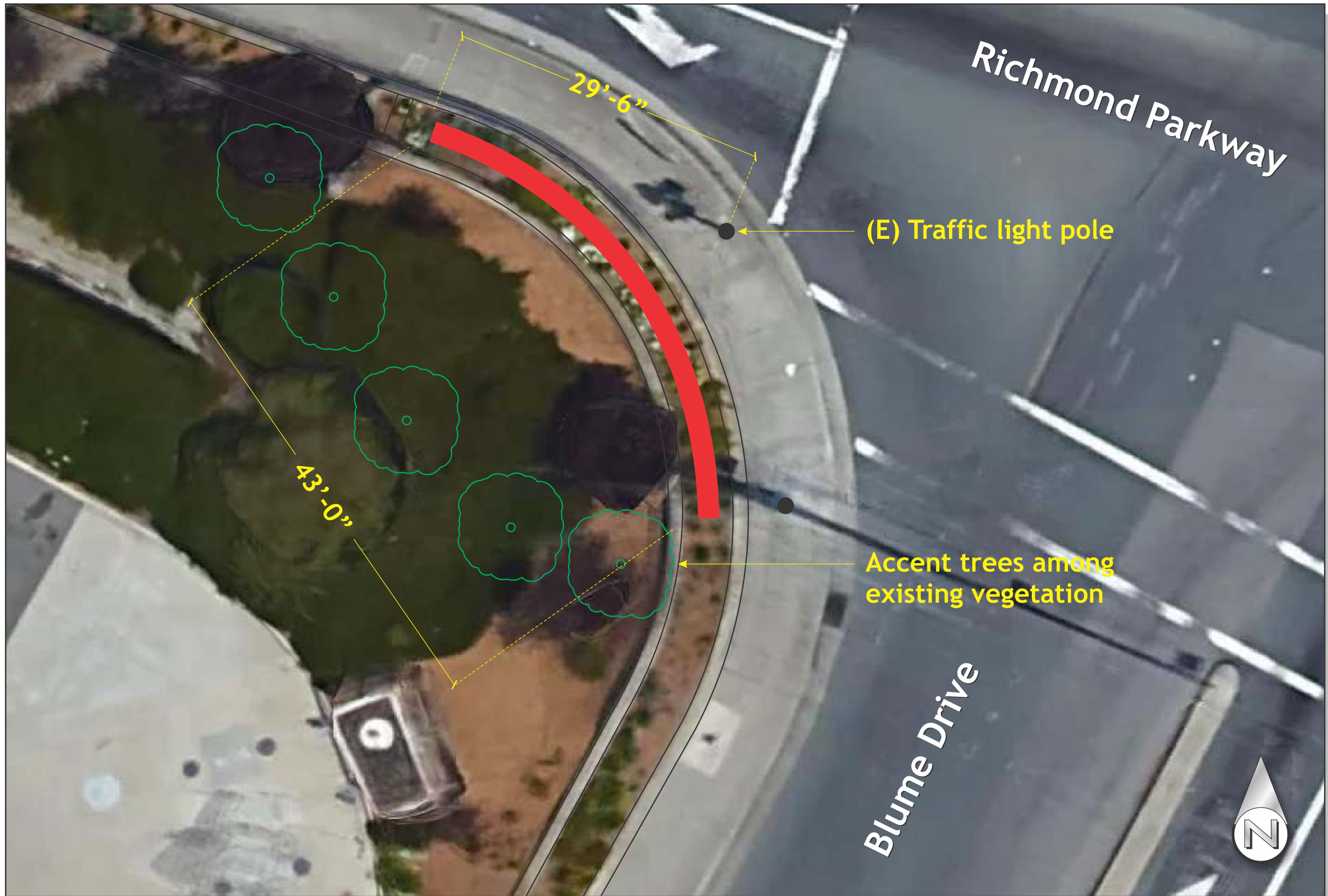


GRAPHIC DESIGN & CONSTRUCTION DOCUMENTS FOR THE SIGN INDUSTRY
3941 Park Drive, Suite 20-516
El Dorado Hills, California 95762
miguel@mycrimeindesign.com



HILLTOP DISTRICT

Project: City of Richmond Gateway Signage
Address: Various sites
Richmond, California
Date: May 31, 2020 Designer: Miguel Reiman
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SIGNAGE SPECIFICATIONS:

PART 1 - GENERAL

1.00 Codes
A. It will be the responsibility of the successful bidder to meet any and all local, state and federal code requirements when fabricating and installing signs, to include ADA (Americans with Disabilities Act) requirements where applicable.

1.01 Questions
A. Requests for clarification may be addressed by telephone or in writing to:

Vallier Design Associates Inc.
210 Washington Ave. Suite G.
Point Richmond, CA. 94801
(000) 000-000

1.02 Substitutions
A. The successful Sign Contractor will be held to furnish, under Sign Contractor's Lump-Sum Bid, all work as specified. All materials, paint colors, and articles of any kind necessary for the Work are subject to the approval of Architect and Owner. Approval shall be final and conclusive. Submission of a Bid shall be taken as prima fascia evidence of the bidder's compliance with these instructions. Bidder must obtain prior approval from Architect and Owner, at least 48 hours before Bid opening, for substitute materials or methods; approved substitutions shall be shared with other bidders. After execution of the contract, all substitutions shall be governed by the Specifications.

1.03 Coordination with Construction Manager
A. The Sign Contractor will coordinate placement of anchorage devices with templates for installing signs. Coordinate installation of embedded anchorages, electrical connection receptacles and wall blocking or backing with Construction Manager, and install such anchorage devices, electrical connection receptacles and wall blocking or backing in advance of completion of finished surfaces.

1.04 Project Conditions
A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit installation of signs in exterior locations to be performed according to manufacturers' written instructions and warranty requirements.

B. Field Measurements: Verify recess openings by field measurements before fabrication and indicate measurements on Shop Drawings. Notify Owner/Architect of any major discrepancies between sign location plans and shop drawings when submitting shop drawings.

PART 2 - GENERAL SPECIFICATIONS

2.01 General Requirements
A. Provide signage in accordance with requirements of the Hilltop District Gateway Signage Program Design Intent drawings and specifications as provided.

2.02 Design Requirements
A. Summary:
Work consists of fabrication and installation of signage, including subframing, connections, anchors, fasteners, reinforcing, and other miscellaneous accessories necessary to complete work.

B. General:
Drawings and specifications are to convey design intent of the work. These documents should be used as the basis of shop drawings. Provide complete signage as described in the contract documents and specifications.
A typical layout for computer generated designs will be provided in a PDF format.
Contractor must demonstrate in-house ability to work with and execute final signs from the computer files provided.

C. Engineering:
Sign Contractor shall be wholly responsible for the structural engineering of the signs, if required, including all components and fasteners.

D. Code Conformance:
Contractor is to follow all City, County, Cal Trans and any additional municipality requirements necessary to complete the work herein. Contractor is responsible for all Traffic Control regulations.

E. Artwork:
Based on the typical layouts provided herein,
The Sign Contractor will be responsible for producing the remainder of the Shop Details.
The Sign Contractor shall make revisions to the layout/artwork for all of the code signs as required until the layouts are approved and to the satisfaction of the Owner and Architect.

F. Approvals:
Prior to fabrication of the signs, the Sign Contractor shall coordinate and obtain approvals by all municipalities having Jurisdiction providing full scale prints for stamped approvals.
In addition to submitting a set of layouts to the Code Officials for approval the Sign Contractor will also provide material samples to the Architect and Owner for approval.
Material samples to include vinyl, acrylic, LED, metal finish samples and paint finish samples.
The Contractor is to provide complete set of approved, stamped, and signed layouts (for each sign) for information to the Architect.

G. Revisions:
The Sign Contractor shall expect revisions to the message schedule and sign layouts throughout the project and incorporate the revisions as required.

H. Coordination:
Sign Contractor is wholly responsible for coordinating with other trades affected by work to assure performance in proper sequence. Furnish setting templates, layouts, anchors, fasteners, and built-in items as required to cause no delays.

2.03 Performance Requirements for Exterior Signage
A. Wind Loading Requirements:
Design, fabricate and install component parts of exterior signage so that the completed signage will withstand the inward and outward pressures normal to the plane of the sign as required by Code.

B. Temperature Requirements:
Design, fabricate and install exterior signage component parts to provide for expansion and contraction over an ambient exterior temperature range and exterior metal surface temperature of –10 deg. F. through +180 deg. F. without buckling, sealed joint failure, component breakage, undue stress on members or anchors, and other detrimental effects.

C. Design Modifications:
Make design modifications of work shown only as may be necessary to meet performance requirements and coordinate the Work. Variations in details and materials which do not adversely affect appearance, durability or strength shall be submitted to the Architect for review. Maintain the general design concept without altering profiles and alignments shown.

2.04 Sign Item Numbers and Characteristics
A. Refer to Sign Type Identification on Sheet Index for Identification and Description of each sign type.

2.05 Time of Completion
A. Sign Contractor shall complete all work in accordance with scheduled milestones. All activities shall be sequenced to coordinate with field progress. In providing a bid response, it is assumed that Sign Contractor agrees to follow Project Schedule as provided in bid solicitation documents. This includes any adjusting and cleaning necessary resulting from the site installation

2.06 References
A. 2007 California Building Code (CBC).
B “Americans with Disabilities Act of 1990” (ADA) with amendments.
C. California Code of Regulations, Title 24
D. National Association of Architectural Metal Manufacturers (NAAMM) “Metal Finishes Manual.”
E. American Welding Society (AWS) - AWS D1.1 “Structural Welding Code, Steel,”
and AWS D1.2 “Structural Welding Code, Aluminum”.
F. Underwriters Laboratories Inc. (UL) - Standards for Safety, UL Publication 48 “Electric Signs.”
G. Industrial Fasteners Institute (IFI) “Fastener Standards Book.”
H. The Society for Protective Coatings (SSPC)
SSPC “Steel Structures Painting Manual, Volume 2, Systems and Specifications”.

2.07 Submittals by Sign Contractors
A. Schedules
Sign Contractor to provide schedules of shop drawings, submittal dates, and installation dates to meet the project completion deadlines for the project. Allow ten (10) working days for Architect and Owner to review and approve shop drawings and samples.

B. Shop Drawings
Provided by Sign Contractor & licensed Structural Engineer. Furnish elevations, details of fabrication and erection, including all materials, shapes, dimensions, finishes, anchorage, and method of connections. Show proper letter spacing and dimensions of letter heights. Submit per schedule, for approval. Provide two (2) prints of each drawing: deliver one (1) set to the Architect and one (1) set to the Owner directly.

C. Color and Material Samples
Submit samples as indicated. Submit per schedule, for approval. Provide two (2) sets of non-returnable samples of all materials, colors, and finishes as specified: deliver one (1) set to the Architect and one (1) set to the Owner directly.

C. Color and Material Samples
Submit samples as indicated. Submit per schedule, for approval. Provide two (2) sets of non-returnable samples of all materials, colors, and finishes as specified: deliver one (1) set to the Architect and one (1) set to the Owner directly.

D. Patterns and Lettering
Submit for approval scaled proof of each sign layout on 11 x 17 paper. Layout must be represented using exact typeface and letterspacing as specified in colors indicated on Details. Layouts to be reviewed and approved by the Architect prior to fabrication.

E. Extra Materials
Deliver to Owner in manufacturer's original packaging and store at the project site where directed.

E.1 Provide two (2) replacement low voltage LED transformers of each type and size used in the illuminated sign units.

F. Supplementary Product Literature
Submit for information. As requested, furnish within seven (7) days of request, manufacturer's literature describing the general properties of each product to be used in the Work.

2.08 Permits by Sign Contractor
A. Sign Contractor shall make all submittals for permits; assisted by Owner's Construction Manager and shall be responsible for paying all fees, making adjustments as required, or any task necessary for obtaining local building and installation Sign Permits for the proper execution of the work.

2.09 Quality Assurance
A. Mock-ups
Provide complete mock-up or samples of each and any sign type requested for review.

Refer to sign drawings for further information. Utilize the same materials including lighting and installation methods in the mock-up as intended for the final Work. Schedule the installation so that the mock-up may be examined for day time and night time review, and any necessary adjustments made, prior to commencing fabrication of the final Work. Replace unsatisfactory items as directed. When accepted, mock-up shall serve as the standard for materials, workmanship, and appearance for such Work throughout the project.

B. Work-In-Progress Approvals
Provide work-in-progress sign elements for review. Scheduled or unscheduled viewings at the Shop or Factory may be initiated as deemed necessary to ensure continued quality control and make any adjustments required during fabrication. Unsatisfactory items are to be corrected by the Sign Contractor as directed.

C. Regulatory Requirements
Comply with applicable requirements of the laws, codes, ordinances and regulations of Federal, State and Municipal authorities having jurisdiction. Obtain necessary approvals and permits from all such authorities as required.

D. Markings and Labels
Locate markings, labels, manufacturer names and other identifications so as to be concealed from public view and as acceptable by the Owner/Architect.

E. Final Location of Signs
The location of signs as shown on Sign Location Plans is for general reference only and in some cases is not representative of the exact final location. Final locations of signs shall be field located in coordination with Sign Contractor and Architect at the site. Sign Contractor shall arrange for meetings at the site to accommodate direction of final locations according to project schedule.

F. Lettering
The Sign Contractor shall be responsible for the quality control of all lettering. All letterforms shall be crisp, sharp, free of nicks, ragged edges and discontinuous curves. All lettering shall conform to approved typeface, weight and letterspacing. No substitutions of typeface foundry, brand or version or implementation technique will be accepted without prior approval.

F.1 Cut Graphics
All cutting and routing shall be executed in such a manner that all edges and corners of finished letterforms are true and clean. Letterforms with rounded positive or negative corners, nicked, cut, or ragged edges, etc., will not be accepted. All letterforms shall be so aligned as to maintain a baseline parallel to the sign format. Margins must be maintained as specified in drawings.



GRAPHIC DESIGN & CONSTRUCTION DOCUMENTS FOR THE SIGN INDUSTRY
3941 Park Drive, Suite 20-516
El Dorado Hills, California 95762
miguel@mycrimeindesign.com



VALLIER DESIGN ASSOCIATES, INC.



Project: City of Richmond Gateway Signage		Designer: Miguel Reiman	This is an original, unpublished drawing created by MCID. It is submitted for your approval and is not to be shown to anyone outside your organization, reproduced or copied in any fashion. Ownership of this design and authorization to use this design must be obtained by MCID.
Address: Various sites Richmond, California	Date: May 31, 2020		

SIGNAGE SPECIFICATIONS, CONTINUED:

F.2 Waterjet Cut Letters and Numbers:
Waterjet cut letters and numbers from solid plate material of thickness shown. Produce precisely cut characters with square cut, smooth edges. Comply with requirements shown for finish, style, and size. Where waterjet cut graphics are to be incorporated into architectural surfaces, the Sign Contractor shall coordinate with other trades as required.

G. Quality of Workmanship
The Sign Contractor shall be responsible for the quality of all materials and workmanship required for the execution of this contract including materials and workmanship of any firm or individual who act as Sign Contractor's subcontractor. All work under this contract shall be performed by skilled craftsmen under supervision of trained foremen, experienced in the trade of craft required to accomplish the Work and produce a product of high quality. Sign Contractor shall be responsible for providing up-to-date drawings, specifications, graphic schedule, etc., to all sub-contractors.

H. Dimensions
Written dimensions on drawings shall have precedence over scaled dimensions. Sign Contractor shall verify and be responsible for all dimensions and conditions shown by these drawings. Shop details must be approved prior to fabrication.

I. Discrepancies
The Owners Construction Manager shall be notified by the Sign Contractor of any discrepancies in the drawings or graphic message schedule, in field dimensions or conditions and/or changes required in construction details.

J. Rights to Design
Sign Contractor may not manufacture, reproduce, or exhibit these designs, or modify them for any other purpose outside of this current contract without written approval from the Architect and the Owner.

2.10 Warranty
A. Signing Warranty
Submit to Owner for Owner's documentation, a 5-year written warranty (effective the date of final acceptance) covering all signs. Warranties to be signed by the Sign Contractor and Installer, agreeing to repair or replace Work which has failed as a result of defects in materials or workmanship or installation. Upon notification of such defects, within the warranty period, make necessary repairs or replacement at the convenience of Owner.

B. Linear Polyurethane Paint Factory Finish Warranty
Submit to Construction Manager for Owner's documentation. Furnish 5-year written warranty, warranting that the factory-applied linear polyurethane finishes will not develop excessive fading or excessive non uniformity of color or shade, and will not crack, peel, pit, corrode or otherwise fail as a result of defects in materials or workmanship within the following defined limits. Upon notification of such defects, within the warranty period, make necessary repairs or replacement at the convenience of Owner.

B.1 "Excessive Fading"
A change in appearance which is perceptible and objectionable as determined when visually compared with the original color range standards.

B.2 "Excessive Non-Uniformity"
Non-uniform fading to the extent that adjacent panels have a color difference greater than the original acceptable range of color.

B.3 "Will Not Pit or Otherwise Corrode"
No pitting or other type of corrosion, discernible from a distance of 10 feet (3m), resulting from the natural elements in the atmosphere at the project site.

2.11 Maintenance
A. Maintenance and Operating Cut Sheets
Submit 2 copies to Owner for Owner's documentation and 1 copy for the Architects documentation. Furnish complete cut sheets describing the materials, devices and procedures to be followed in operating, cleaning and maintaining the Work. Include manufacturers' brochures and parts lists describing the actual materials used in the Work, including metal alloys, finishes, electrical components and other major components. Assemble cut sheets for component parts into single folders/packages identified for each system.

PART 3 - PRODUCTS & EXECUTION
3.01 Sign Materials
A. Adhesives
Silicone adhesive, Epoxy adhesive, tape adhesive, glues shall be of all high-performance grade. Failure of any adhesives shall be corrected in immediately by the contractor.

B. All Specified Metals
B.1 Aluminum
Aluminum shall be suitable for ornamental, architectural work. Surface finish shall be smooth, free of extrusion marks or imperfections. Alloy shall be selected to meet the structural requirements of the specific application.

B.2 Stainless Steel
A. AISI Type 316 for all components.Finish as indicated on Details
B. Plate and Sheet: ASTM A666. Stretcher level sheets and plates.
C. Bar Stock: ASTM A276.
D. Cable: Cable Assembly as indicated on drawings. Provide complete assembly, including fittings.

C. Acrylic Sheet Plastic
Use Plexiglas II as manufactured by Rohm and Haas Co., or equal. Thickness shall be as indicated on drawings. Contractor shall provide color and finish samples of all plastics for approval before fabrication; no substitution in color, thickness, or finish of plastics will be accepted without written approval. All plastics shall be of uniform color, translucence and illumination, as supplied by manufacturer. Any exposed edges of acrylic shall be finished so as no tooling marks are visible.

D. Fasteners
Bolts, nuts, screws, washers, anchors and other devices required to complete the work shall be concealed where possible, except that no hardware shall be visible on sign faces. Same basic metal or alloy as the metal fastened, and finished to match in color and texture. Stainless steel 300 series alloy where used to join dissimilar materials.

E. Hardware/Hinges
Provide and install all incidental hardware necessary for the proper functioning of the signs, including but not restricted to materials and products covered in this section. Provide stainless steel hinges for all hinged access panels. Provide stainless steel fasteners for assembling ferrous and non-ferrous metals.

F. Welding Electrodes and Filler Metal
Provide the alloy and type required for strength, workability, compatibility and color match after grinding smooth and finishing the fabricated product.

3.02 Electrical Components
A. Electrical Wiring and Equipment
Provide and install electrical materials such as ballasts, transformers, lamps, sockets, LED units, connectors, and all other equipment which shall be new and shall be approved by Underwriters Laboratories, Inc. The assembly of all components within the illuminated signs shall conform to all standards of Underwriters Laboratories, Inc. as published in the latest edition of "Standards for Sign Safety" and all illuminated signs shall bear the U.L. label. All wiring and equipment shall be concealed within the sign structure.

B. Conduit and Devices
Provide Rigid steel conduit, junction boxes and associated devices in accordance with applicable codes as required.

C. Wiring
Minimum #12 AWG copper. High tension wiring shall not be less than GTO 15 wire as manufactured by Carol Cable company or approved equal. All wiring shall be AWM 90 0 centigrade 1000 volt TW/MTW U.L. file no. 18971. Wiring connectors for wire splicing shall be U.L. approved 1000 volt capacity. They shall be Scotch Lock type Y or R or equal. All splices shall be placed as to easily access for inspection.

D. Transformers
As required for internally illuminated LED cabinet signs, in quantity and arrangement as recommended by transformer manufacturer; accessible for maintenance in weather-tight enclosure.

E. Disconnect Switch
Where required, all signs or sign components with electrical service shall be equipped with an approved external disconnect switch with circuits and capacity to control all primary wiring within the sign. Finish exposed disconnect switch to match sign cabinet finish. Location of switch must be shown on shop drawings and is subject to approval.

F. Illumination
All signs with LED fixtures shall utilize 2700K and 4500K white LED strip lighting units at the length and placement necessary to provide even illumination without light leaks or hot spots. All LED fixtures and transformers shall be provided by the Sign Contractor. Provide removable sign faces, with concealed hardware wherever possible. Conduit wiring and electrical equipment from the field electrical connection to any part of the sign and within the sign shall be provided by the Sign Contractor.

G. Ventilation
While maintaining a proper weather seal, provide for sufficient ventilation of sign components to prevent overheating or warpage; allowing for color of sign, mounting surface, climate conditions, etc. In providing for ventilation, protect sign from elements (rain, wind, debris, etc.) that might cause operational or cleaning problems. Signs/cabinets with light leaks will not be accepted.

3.03 Finishing Materials
A. Linear Polyurethane Coatings
Provide the following, or other products as acceptable:

A.1 Acrylic Linear Polyurethane Enamel
Two components, acrylic aliphatic isocyanate/acrylic polyurethane having ultraviolet (UV) inhibitors and engineered for exterior application by Matthews Paint Company or approved equal.

A.2 Primer for Aluminum
Two part component primer: One-coat Matthews 74-734 and 74-735 Metal Pretreat at .25 mils dry film thickness or one-coat Matthews 74-793 Spray Bond at .15 to .25 mils dry film thickness or Wyandotte/AKZO Grip-Guard Wash Primer (2Afy-31284) with Grip-Guard Wash Primer Hardener (10AFK-31285) combined and applied per manufacturer's specifications or approved equal (primer) for the application of the pre-approved and pre-formulated paint system.

B. Vinyl Die-Cut and Pattern Cut-out Graphics
B.1. Use Scotchlite Reflective self adhesive vinyl film manufactured by 3M Company, where specified.
B.2 Use translucent self adhesive vinyl film manufactured by 3M Company, or others as acceptable, where specified. Colors as indicated on G0.10.
B.3 Use opaque self adhesive vinyl film manufactured by 3M Company, or others as acceptable, where specified. Colors as indicated on G0.10.


C. Paint:
Provide primer and finish paint as supplied by a single manufacturer for the entire project.
Acrylic Latex Paint: Fast-drying paint containing pigment suspended in an acrylic polymer emulsion. Ability to be diluted with water, but water-resistant when dry. Provide compatible finish coats of paint. Apply primer to respective dry film mil thickness specified or as recommended by the manufacturer. Confirm that Acrylic Latex Paint selected will be compatible when applied over existing paints and on concrete.

3.04 Fabrication of Signs and Supports
A. General
Provide custom manufactured sign assemblies, components completely fabricated and finished at factory before delivery to site. Construct to accurate detail and dimensions as shown and as reviewed on shop drawings. Fit and assemble the Work at shop to the greatest extent possible, and mark the components as required to facilitate assembly during installation. Exposed fasteners on finished faces will not be allowed, unless specifically indicated. Waviness and oil canning of surfaces is not acceptable. Minimum material thickness is to be 0.090 inches. Conceal wiring, conduct and other electrical items within sign enclosures.

B. Lettering
Cut and route in a manner to produce true and clean edges and corners of finished letterforms. Letterforms having rounded positive or negative corners, nicked, cut, or ragged edges are not acceptable. Align letter forms to maintain a baseline parallel to the sign format. Maintain margins as indicated on Drawings.

C. Seams and Joints
Provide sign faces complete without material joints. Added joints in other sign components shall be ground filled and finished flush and smooth with adjacent work. Such seams shall be invisible after final finish has been applied. Spot welded joints shall not be visible on exterior of signs after final finish has been applied. No gaps, light leaks, waves, or oil canning will be permitted in work.

D. Metal Signs and Supports
Fabricate exposed surfaces uniformly flat and smooth, without distortion, pitting, or other blemishes. Form exposed metal edges to a smooth radius. Permanently bond the laminated metal components and honeycomb core with adhesive or sealant in accordance with product manufacturer's recommendations. Grind exposed welds and rough areas to make flush with adjacent smooth surfaces.



GRAPHIC DESIGN & CONSTRUCTION DOCUMENTS FOR THE SIGN INDUSTRY



VALLIER DESIGN ASSOCIATES, INC.



HILLTOP
DISTRICT

Project: City of Richmond Gateway Signage		
Address: Various sites Richmond, California		
Date: May 31, 2020	Designer: Miguel Reiman	
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Page: 5 of 16

SIGNAGE SPECIFICATIONS, CONTINUED:

D.1 Welding
Make welds continuous. Comply with American Welding Society, Aluminum Association, and copper Development Association standards for the type of metal.

D.2 Fasteners
Use exposed fasteners only where indicated. Perform drilling and tapping at shop.

D.3 Dissimilar Materials
Where metal surfaces will be in contact with dissimilar materials, coat the surfaces with epoxy paint or plate with zinc chromate, or provide other means of dielectric separation as recommended by manufacturer to prevent galvanic corrosion.

D4. Water-jet Cutting
Computer controlled, pressurized, needle thin stream of water mixed with abrasive particles of garnet; exerting 50,000 psi on cutting area with no pressure or heat on material surrounding the cut. Process shall provide accurately cut parts with precise corners and perfectly aligned angles. Water-jet cut parts from solid plate and bar material, with square cut, smooth edges.

D5 Tolerances:
Variation From Dimension: Not more than 1/32 in. variation in height or length.
Variation From Flatness: Measure slope of surface of surface of any point; do not exceed 1/8 in. in 3 ft.

D6 Finish
Apply mechanical finish to each stainless steel sign component after forming, assembly, and welding.

D7 Reinforcing
Reinforce members and joints with structural shapes and plates in concealed locations, as necessary for dequate strength and rigidity.

E. Hardware
Provide all incidental hardware necessary for the proper functioning of signs. External hardware shall conform to the external appearance of the sign.

F. Supports and Internal Structural
Sign Contractor shall provide engineered sign supports where required and to meet requirements of applicable building codes.

3.05 Shop Application of Sign Finishes
A. General
Provide the letters, numerals, symbols, and other graphics markings, using the finish materials shown on drawings. Apply the graphics neatly, uniformly proportioned and spaced, and accurate within the dimensions indicated. Prepare the substrate surfaces and apply finish materials in accordance with manufacturers' instructions.

B. Metal Finishes
Remove scratches, abrasions, dents and other blemishes before applying finish.

C. Linear Polyurethane Finishes
Clean the surfaces as required for proper adhesion of coatings. Use 3M Co. "Scotch Brite" pads with cleanser and water, and/or chemically treat as recommended by paint manufacturer to remove deleterious film or residue.

C.1 Linear Polyurethane Paint
Provide pretreatment and primer in accordance with manufacturer's recommendation. Add ultra violet inhibitors to paint subject to sunlight exposure.

C.2 Clear Linear Polyurethane Finish
Provide pretreatment, primer, and matte or semi-gloss finish coatings in accordance with manufacturer's recommendations. Apply 1.5 to 2.0 mils (0.0375 to 0.050 mm) dry film thickness.

3.06 Graphic Application
A. Preparation
Surfaces to receive the graphic markings shall be clean, dry, and otherwise made ready for application of the materials. Accurately measure and lay out the required marking configurations as indicated on drawings.

B. Vinyl Die-cut and Pattern-cut Graphics
Use pressure sensitive, non-yellowing, non-peeling and weather resistant vinyl adhesive letters or images, custom color silkscreened as required, die cut from ScotchLite as manufactured by 3M company. Apply in strict accordance with manufacturer's instructions. Make uniformly smooth and free from bubbles, wrinkles, stretching and blemishes.

PART 4 - INSTALLATION & APPROVAL

4.01 Examination
A. Verification of Conditions
Sign Contractor must examine the areas to receive the Work and the conditions under which the Work would be performed. Contractor shall remedy conditions detrimental to the proper and timely completion of the Work. Do not proceed until unsatisfactory conditions have been corrected.

B. A pre-installation meeting will be held with the Architect, Owner, Sign Contractor and Installer to mutually agree on all installation details, placement, etc.

4.02 Installation of Signs
A. General
Complete installation shall be in accordance with manufacturers' printed instructions and accepted shop drawings, to produce Work complying with the Contract Documents. The Sign Contractor will be responsible for daily clean-up of signs and their areas of work.

B. Union Labor Requirement
Confirm with Construction Manager whether all tradesmen and installers performing Work on site must be union-certified. If required, the Sign Contractor shall be responsible for adherence to all union standards and conditions as required. The Sign Contractor to provide documentation to Owner and Construction Manager on request.

C. Erection of Signs
Set and attach the Work accurately in location, alignment and elevation, plumb, level and true, as measured from established reference points and from other Work already in place. Fit components accurately together to form tight joints and secure connections. Coordinate, through the Construction Manager and Architect with other trades and make connections of illuminated signs to electrical service. Test illuminated sign components and adjust operation for proper performance.

4.03 Adjusting
A. Neatly repair minor blemishes or marring on finished surfaces so that repairs are imperceptible. Completely replace components having permanent non-removable scratches, stains, or other defacement.

4.04 Cleaning
A. Upon completion of the Work, remove unused materials, debris, containers, footing forms and equipment from the project site. Remove protective coverings and clean the exposed surfaces of the Work to remove dirt, stains and other substances, by methods as recommended by manufacturers.

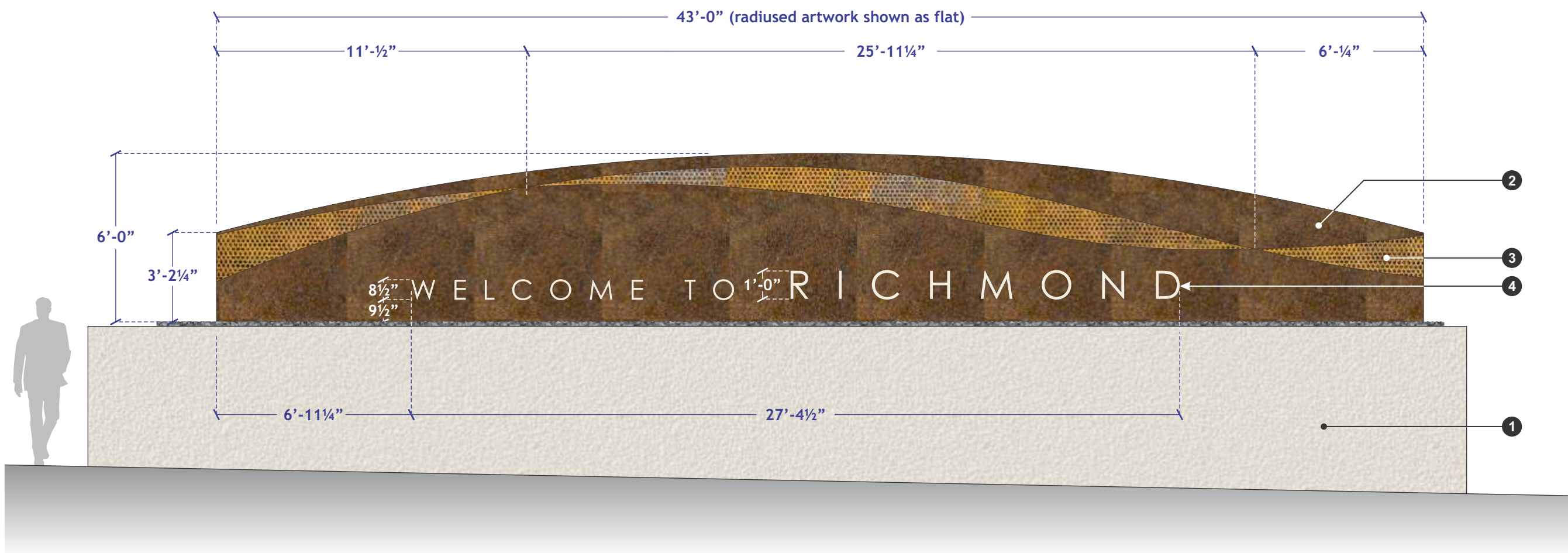


GRAPHIC DESIGN & CONSTRUCTION DOCUMENTS FOR THE SIGN INDUSTRY

3941 Park Drive, Suite 20-516
El Dorado Hills, California 95762
migue@mycrimeindesign.com



Project: City of Richmond Gateway Signage		
Address: Various sites Richmond, California		
Date: May 31, 2020	Designer: Miguel Reiman	
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One unit required

Scale: $\frac{1}{4}" = 1'-0"$

1. Existing retaining wall to have recessed copy filled and be replastered.
2. 3/16" thick corten steel cabinet cladding.
3. Perforated corten steel panel backed by translucent white Lexan with colored vinyl overlay.
Internal illumination provided by 2700K white LED modules mounted on equal centers for even lighting.
4. Cabinet face to be water-jet cut and backed by 3/16" thick translucent Ivory acrylic plastic #2146.
Internal illumination provided by 4500K white LED modules mounted on equal centers for even lighting.



3941 Park Drive, Suite 20-516
El Dorado Hills, California 95762
miquel@mycrimeindesign.com



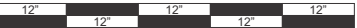
Project: City of Richmond Gateway Signage

Project: City of Richmond Gate
Address: Various sites
Richmond, California

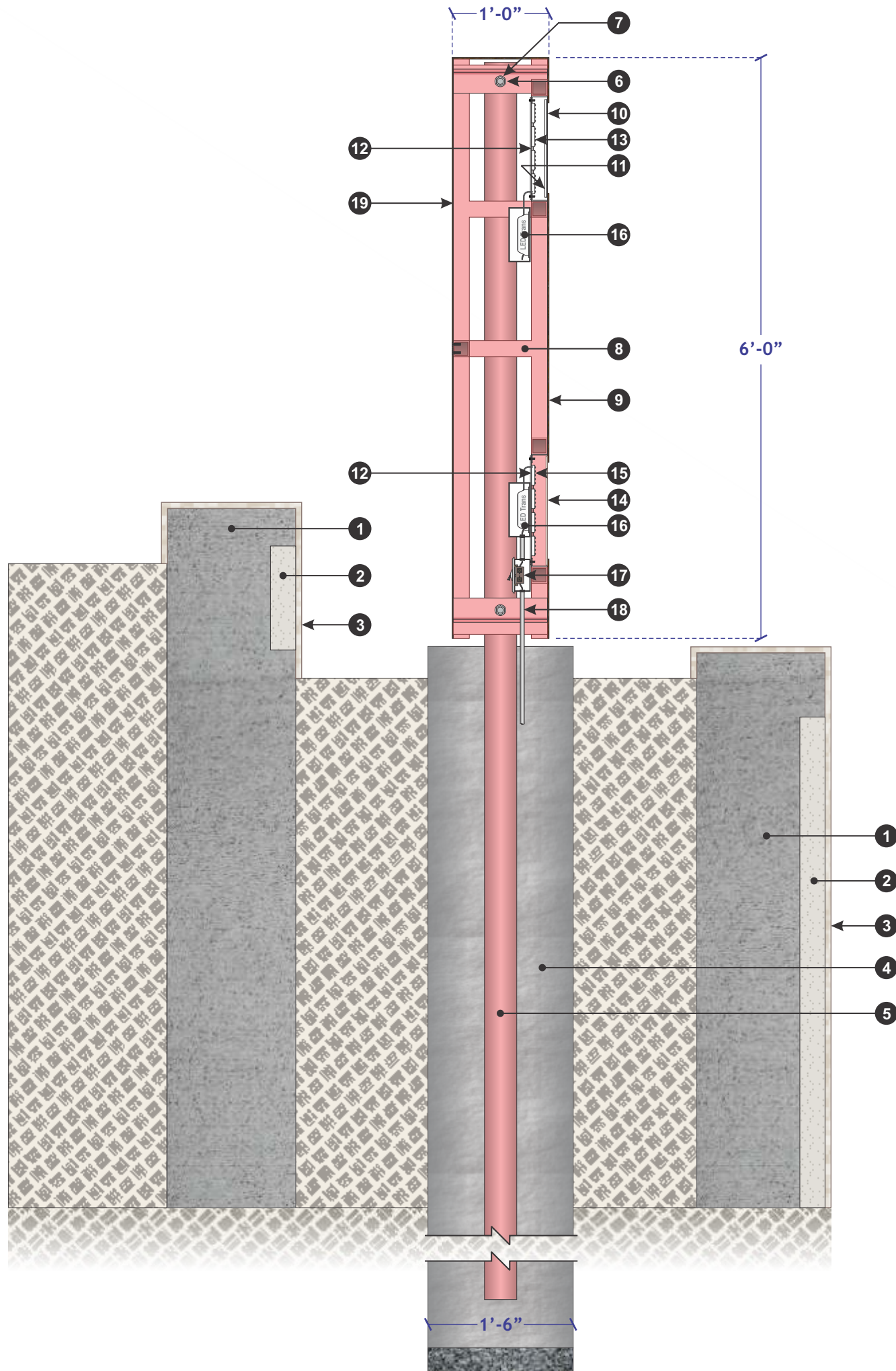
Richmond, California	Designer: Miguel Reiman
Date: May 31, 2020	

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sign must
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Scale: $3/8" = 1'-0"$



1 SIGN #4.2 - SECTION

Scale: 3/4" = 1'-0"

1. Existing retaining wall.
2. Existing recessed copy to be filled prior to application of new plaster.
3. Applied new project plaster
4. Poured in place consolidated concrete footing. $f'c = 2,500$ psi
5. 4" diameter x .237 wall steel round pipe upright support.
6. Steel angle for frame to upright support attachment.
7. 1/2" diameter galvanized steel through bolt frame to support attachment.
8. 2" steel square tube frame welded at all intersections.
9. 3/16" thick corten steel cabinet cladding. Face to have water-jet cut copy.
10. .11 gauge perforated corten steel.
11. Translucent white Lexan with 3M Sunflower 3630-25 translucent vinyl overlay.
12. Brake-formed aluminum pan for housing LED modules. Interior to be painted white.
13. 2700K White LED modules mounted on equal centers for even lighting (for perforated corten). (Design alternate: Dimmable LEDs and related components).
14. 3/16" thick translucent Ivory acrylic plastic #2146.
15. 4500K White LED modules mounted on equal centers for even lighting (for letters). (Design alternate: Dimmable LEDs and related components).
16. UL listed LED power supply.
17. Disconnect switch in primary electrical circuit.
18. Dedicated primary electrical circuit provided by others. Circuit to be on either a timer or photocell for operation.
19. .090" aluminum cabinet back with powder coat finish. Backs to be removable for installation and service. Secure to cabinet framework via countersunk #10 tamper-proof flathead screws.

* Photocel unit to be integrated into electrical circuit.

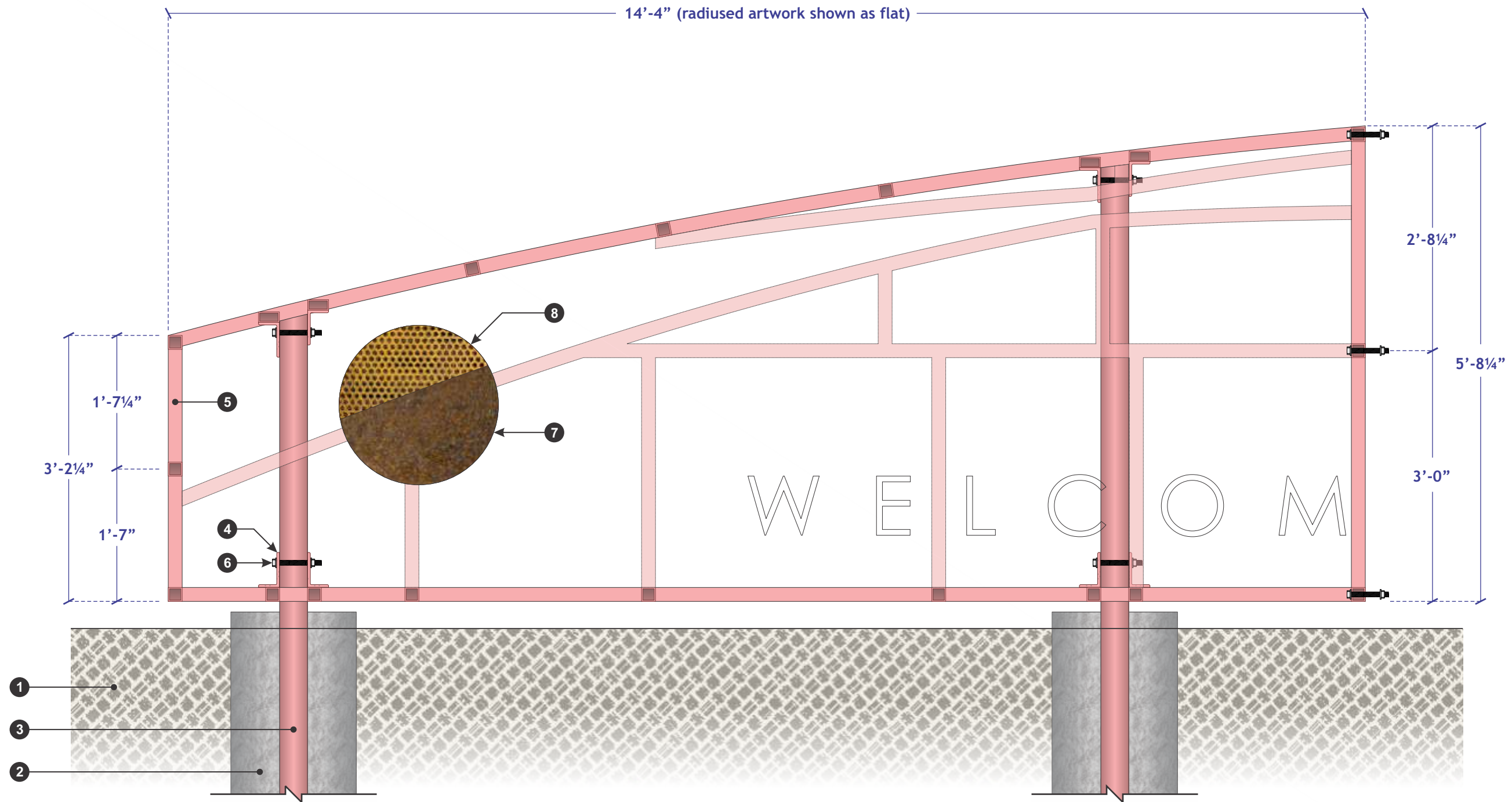
FIELD PATTERN OF RADIUS
REQUIRED
PRIOR TO MANUFACTURE



3941 Park Drive, Suite 20-516
El Dorado Hills, California 95762
miguel@mycrimeindesign.com



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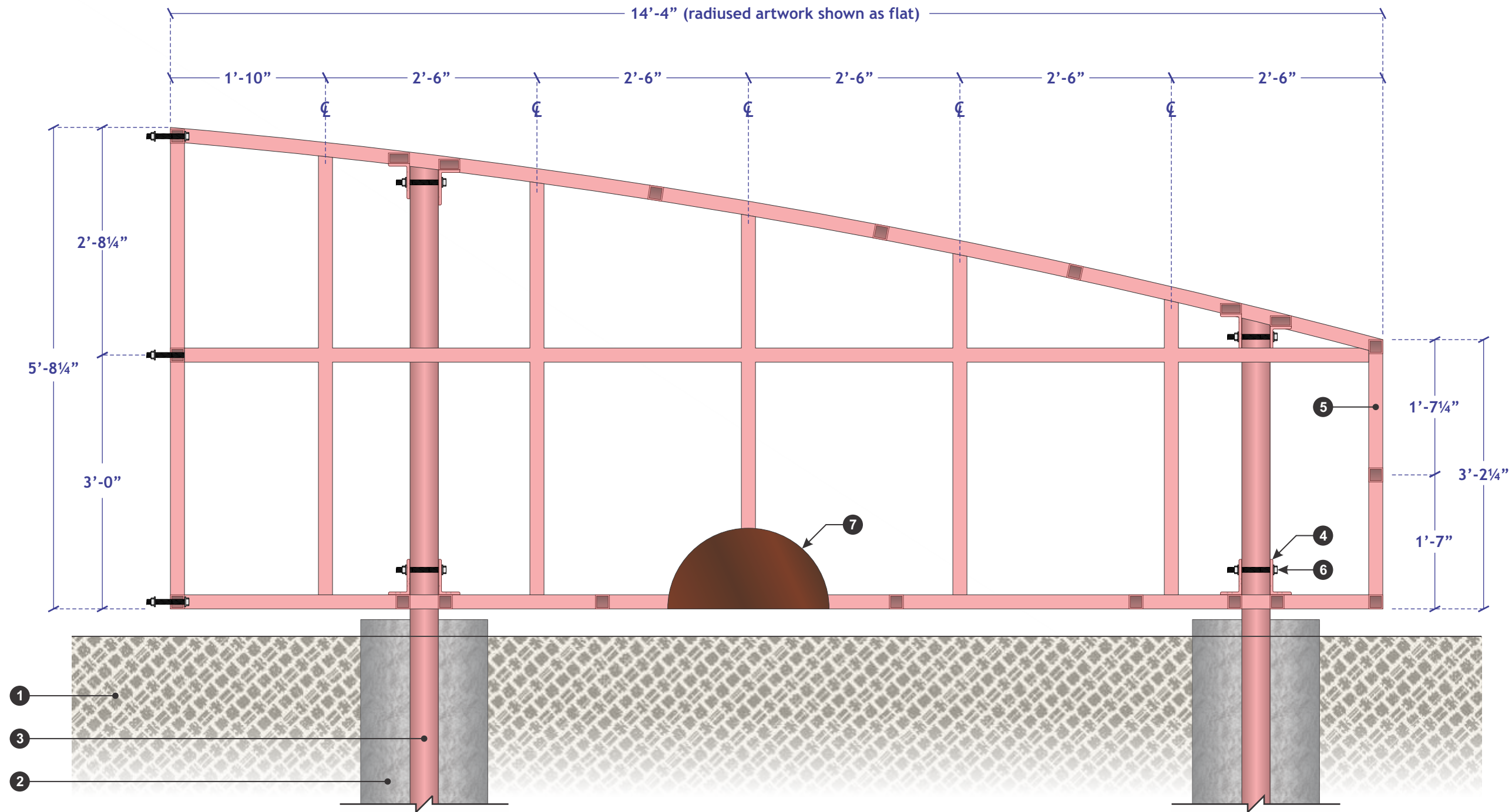


1 SIGN #4 - INTERNALLY ILLUMINATED S/F MONUMENT SIGN FRAMING DETAIL - FRONT, LEFT SIDE
One unit required

Scale: $\frac{3}{4}" = 1'-0"$

1. Earthen infill between retaining walls.
2. Poured in place consolidated concrete footing. f'c = 2,500 psi
3. 4" diameter x .237" wall steel round pipe upright support.
4. 3" x 5" x .250" wall steel angle.
5. 2" steel square tube frame welded at all intersections.
6. 1/2" diameter galvanized steel through bolt connection.
7. 3/16" thick corten steel cabinet cladding. Face to have water-jet cut copy.
8. Perforated corten steel.





2 SIGN #4 - INTERNALLY ILLUMINATED S/F MONUMENT SIGN FRAMING DETAIL - REAR, LEFT SIDE
One unit required

Scale: $\frac{3}{4}" = 1'-0"$

1. Earthen infill between retaining walls.
2. Poured in place consolidated concrete footing. $f'c = 2,500$ psi
3. 4" diameter x .237" wall steel round pipe upright support.
4. 3" x 5" x .250" wall steel angle.
5. 2" steel square tube frame welded at all intersections.
6. $\frac{1}{2}"$ diameter galvanized steel through bolt connection.
7. .090" aluminum cabinet back with powder coat finish secured to cabinet framing via countersunk #10 tamper-proof flathead screws.





- Scale: $\frac{3}{4}" = 1'-0"$**



Project: City of Richmond Gateway Signage

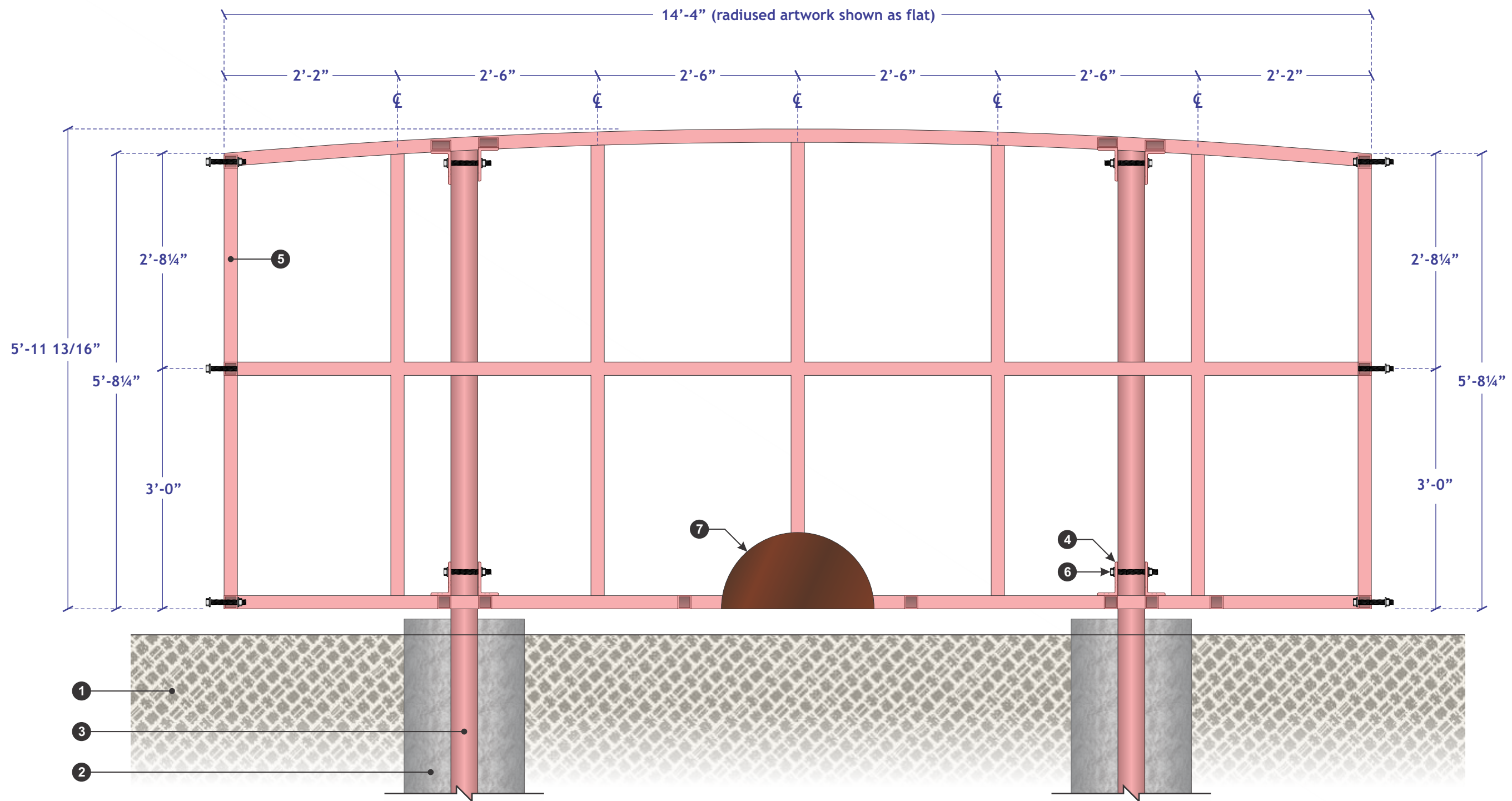
Project: City of Richmond Gate
Address: Various sites
Richmond, California

Richmond, California	Date: May 31, 2020	Designer: Miguel Reiman
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sign must
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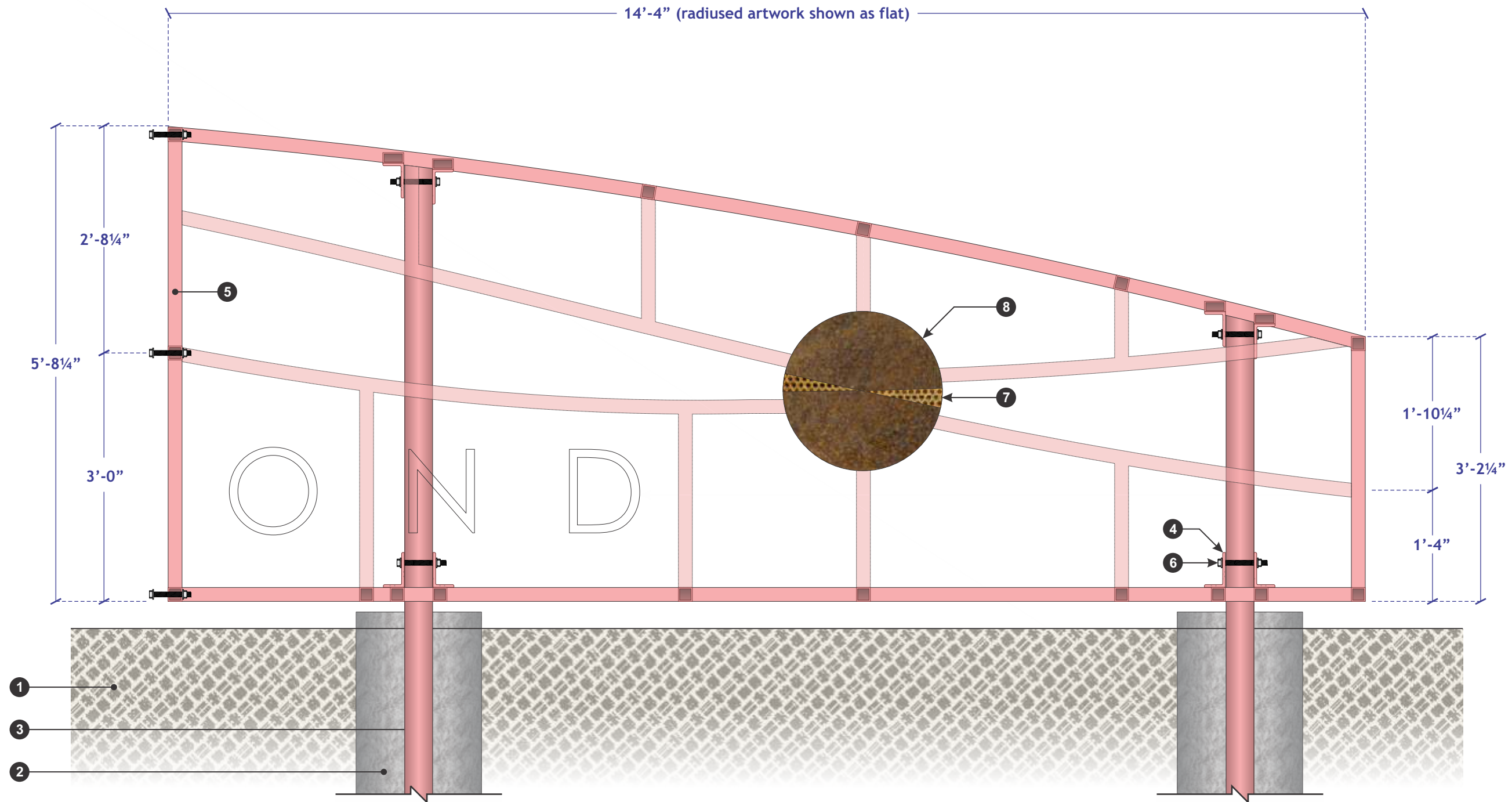


4 SIGN #4 - INTERNALLY ILLUMINATED S/F MONUMENT SIGN FRAMING DETAIL - REAR, CENTER
One unit required

Scale: $\frac{3}{4}" = 1'-0"$

1. Earthen infill between retaining walls.
2. Poured in place consolidated concrete footing. $f'c = 2,500$ psi
3. 4" diameter x .237" wall steel round pipe upright support.
4. 3" x 5" x .250" wall steel angle.
5. 2" steel square tube frame welded at all intersections.
6. $\frac{1}{2}$ " diameter galvanized steel through bolt connection.
7. .090" aluminum cabinet back with powder coat finish secured to cabinet framing via countersunk #10 tamper-proof flathead screws.



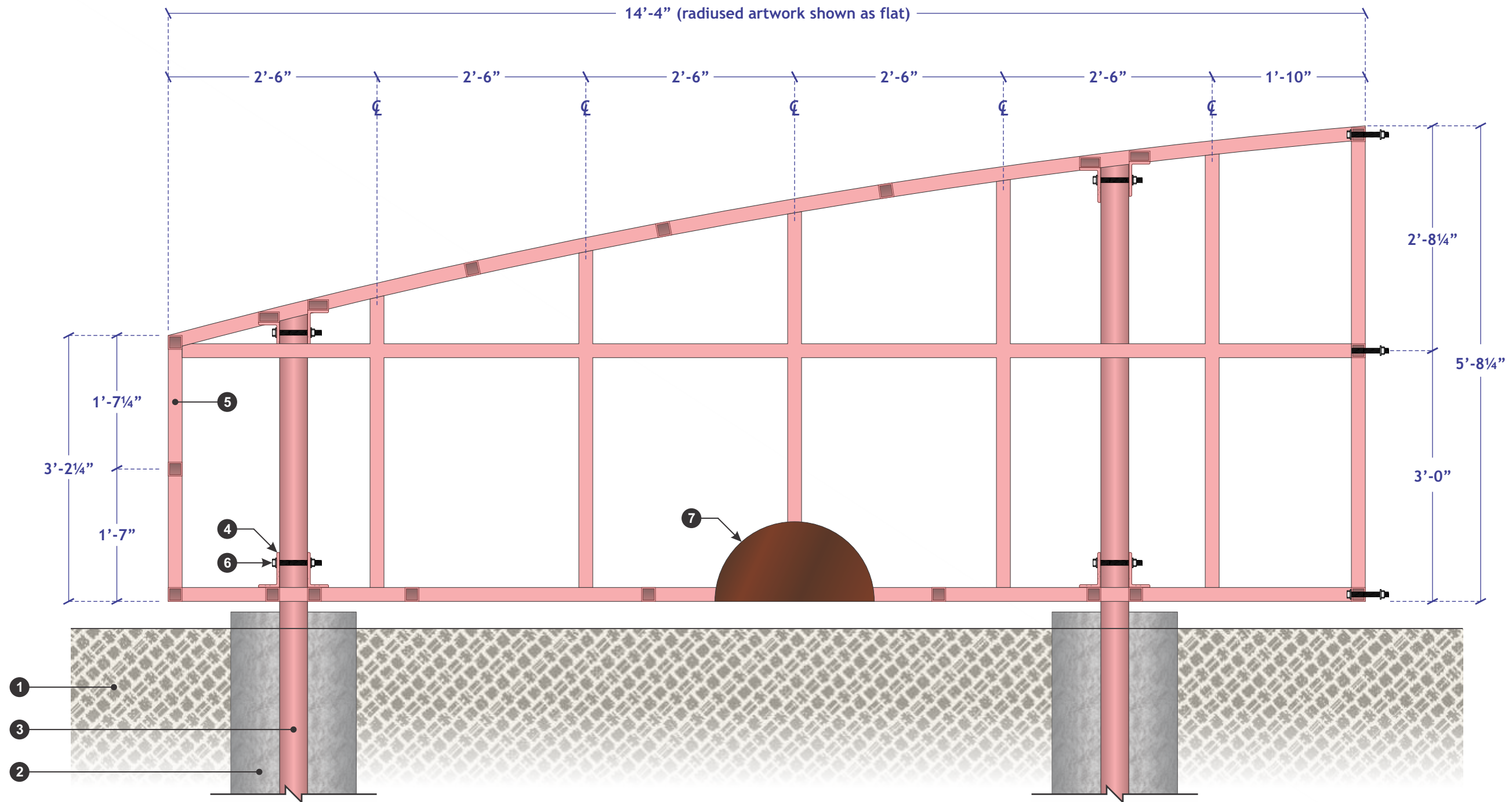


5 SIGN #4 - INTERNALLY ILLUMINATED S/F MONUMENT SIGN FRAMING DETAIL - FRONT, RIGHT SIDE
One unit required

Scale: $\frac{3}{4}" = 1'-0"$

1. Earthen infill between retaining walls.
2. Poured in place consolidated concrete footing. $f'c = 2,500$ psi
3. 4" diameter x .237" wall steel round pipe upright support.
4. 3" x 5" x .250" wall steel angle.
5. 2" steel square tube frame welded at all intersections.
6. $\frac{1}{2}"$ diameter galvanized steel through bolt connection.
7. $\frac{3}{16}"$ thick corten steel cabinet cladding. Face to have water-jet cut copy.
8. Perforated corten steel.





6 SIGN #4 - INTERNALLY ILLUMINATED S/F MONUMENT SIGN FRAMING DETAIL - REAR, RIGHT SIDE
One unit required

Scale: $\frac{3}{4}" = 1'-0"$

1. Earthen infill between retaining walls.
2. Poured in place consolidated concrete footing. f'c = 2,500 psi
3. 4" diameter x .237" wall steel round pipe upright support.
4. 3" x 5" x .250" wall steel angle.
5. 2" steel square tube frame welded at all intersections.
6. 1/2" diameter galvanized steel through bolt connection.
7. .090" aluminum cabinet back with powder coat finish secured to cabinet framing via countersunk #10 tamper-proof flathead screws.

