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



FROM: Economic Development Agency

SUBMITTAL DATE: May 21, 2014

SUBJECT: Desert Hot Springs Family Care Center – Approval of Notice of Cessation, Change Order No. 6. Project Budget Increase, and Easy Indefinite Quantity Contract, District 5/District 4, [\$1,703,270], Mental Health Services Act 100%

RECOMMENDED MOTION: That the Board of Supervisors:

- 1. Ratify Change Order No. 6 to the contract with PW Construction, Inc. (PWCI) in the amount of \$396,470, for the construction of the Desert Hot Springs Family Care Center (FCC) Project and find that the work was integral to the project and that competitive bidding would not produce an advantage and is impractical for the work;
- 2. Authorize the Chairman to execute the attached Notice of Cessation for the contract between the County of Riverside and PWCI and direct the Clerk of the Board to record the executed

Notice of (e Riverside Coun			n accordance with
(Continued)	FISCAL PROCEDURES	APPROVED AUDITOR-CONTROLLE	Robert		utive Officer/EDA
FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$0	\$ 1,310,470	\$ 1,703,270	\$ 0	Consent □ Policy
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	Consent - Folicy
SOURCE OF FUN	DS: Mental Heal	th Services Act 10	00%	Budget Adjustr	nent: No
				For Fiscal Year	: 2014/15 – 2015/16
C.E.O. RECOMME County Executive		Reviewed by CIP TEAM	a pv Poh	mi Dosul	Ca
County Excountry		S OF THE BOAR	D OF SUPERV	ISORS	

2114 HSY 27 PM 1:51

Prev. Agn. Ref.:

3.16 of 7/17/12; 3.18 of 10/18/11; 3.20 of 9/14/10; 3.25 of 5/18/10; 3.13 of 5/06/08

District: 5/4

Agenda Number:

Maria Mabey

epartment of Mental Health

Positions Added Change Order

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

Economic Development Agency

FORM 11: Desert Hot Springs Family Care Center – Approval of Notice of Cessation, Change Order No. 6, Project Budget Increase, and Easy Indefinite Quantity Contract, District 5/District 4, [\$1,703,270], Mental Health Services Act 100%

DATE: May 21, 2014

Page 2 of 4

RECOMMENDED MOTION: (Continued)

- 3. Authorize the release of the remaining undisputed payments due, not-to-exceed \$339,972 to PW Construction, Inc. in accordance with the contract terms;
- 4. Authorize use of the Easy Indefinite Quantity Contract (EZIQC) sponsored by the National Joint Powers Alliance (NJPA) for a construction agreement with Vincor Construction, Inc. to complete the Desert Hot Springs FCC Project;
- 5. Approve the attached construction agreement between the County of Riverside and Vincor Construction, Inc. (Vincor) of Brea, California, in the amount of \$286,971 to complete Mental Health Adult Program component and authorize the Chairman of the Board to execute the agreement on behalf of the county;
- 6. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies; and
- 7. Approve a project budget increase of \$1,703,270 for a total revised project budget of \$10,203,270.

BACKGROUND:

Summary

On May 6, 2008, the Board of Supervisors approved the architectural and engineering services agreement between the County of Riverside and HDR Architecture, Inc. for the Desert Hot Springs FCC. On May 18, 2010, the Board of Supervisors approved the plans and specifications and authorized the Clerk of the Board to advertise for bids. On September 14, 2010, the Board approved the construction agreement to the lowest bidder, PWCI and the total project budget of \$8.5 million.

When construction was roughly 85% complete, the county directed PWCI to cease activities because the tenant mix changed. Since construction activities by PWCI ceased for greater than 90 days, a Notice of Cessation is required to conclude the PWCI contract. Ratification of Change Order No. 6 to PWCI in the amount of \$396,470 represents a negotiated settlement of all outstanding cost for this contract.

On July 17, 2012, the Board of Supervisors approved a reduction of the contract retention for PWCI from 10% to 5% per the general conditions of the contract. Recordation of a Notice of Cessation begins a 35-day lien period after which no stop notices may be filed by PWCI's subcontractors, vendors, and suppliers. This Board action will release the remaining undisputed contract retention funds not-to-exceed \$339,972 to PWCI.

The Department of Mental Health (DMH) will occupy approximately 75% of the facility to house the Adult Mental Health, Integrated Healthcare, Children's Services and Older Adult Mental Health programs.

(Continued)

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

Economic Development Agency

FORM 11: Desert Hot Springs Family Care Center – Approval of Notice of Cessation, Change Order No. 6, Project Budget Increase, and Easy Indefinite Quantity Contract, District 5/District 4, [\$1,703,270], Mental Health Services Act 100%

DATE: May 21, 2014

Page 3 of 4

BACKGROUND:

Summary (continued)

A job walk was held with Vincor at the site on October 16, 2013 to complete facility site work, wrought iron fencing and gates, fire sprinkler system, fire alarm system, interior signage, and door hardware modifications. Execution of the Vincor contract, using EZIQC, in the amount of \$286,971 for this work will allow the DMH Adult Mental Health program component to open.

The plans and specifications are being prepared for DMH's second component which includes Integrated Healthcare, Children's Services and Older Adult Mental Health programs. EDA requests the Board approve the project budget increases for the design and construction for both DMH components. EDA will return to the Board to approve the plans and specifications for the second component of the DMH campus.

DMH will fund all costs required to supplement the original Board-approved budget of \$8.5 million, as well as the \$1 million originally to be funded by Desert Health Care District for the project.

Impact on Residents and Businesses

The new Desert Hot Springs FCC will have a positive impact on residents and businesses in the surrounding communities by providing crucial health services, food and nutrition programs for low-income women and children as well as mental health services to children, adults and the elderly. These services will be provided through programs which include, Adult Mental Health, Integrated Healthcare, Children's Services and Older Adult Mental Health (Wellness & Recovery for Mature Adults).

CHANGE ORDER REPORT

Change Order No. 6 represents an increase of 6.37% to the original contract as shown below. Overall, the sum of all six change orders equals to 8.13% and does not exceed the 10% contingency allowed by the Board. Therefore, EDA recommends the Board to approve Change Order No. 6 as the final undisputed payment to PWCI.

DESCRIPTION	AMOUNT	PERCENT	DESCRIPTION	
Original Contract	6,227,000	0	Original construction agreement.	
Change Order No. 1	9,899	.16	Additional cost for construction and water permit.	
Change Order No. 2	27,232	.44	Additional cost for construction.	
Change Order No. 3	20,131	.32	Additional cost for construction.	
Change Order No. 4	53,793	.86	Additional cost for construction.	
Change Order No. 5	(1,295)	(.02)	Credit for deleted construction Items.	
Change Order No. 6	396,470	6.37	Additional costs for construction	
Totals	\$ 6,733,230	8.13%		

<u>Additional Fiscal Information</u>

Expenditures for FY 2014/15 are estimated at \$1,310,470; expenditures for FY 2015/16 are estimated at \$392,800. All costs associated with this agreement will be 100% funded by Mental Health Services Act, thus no net county costs will be incurred and no department budget adjustment is required. (Continued)

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

Economic Development Agency

FORM 11: Desert Hot Springs Family Care Center – Approval of Notice of Cessation, Change Order No. 6, Project Budget Increase, and Easy Indefinite Quantity Contract, District 5/District 4, [\$1,703,270], Mental Health Services Act 100%

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Page 4 of 4

Contract History and Price Reasonableness

On August 20, 2013, Vincor was awarded the NJPA EZIQC contract via a public bidding process. Vincor provided a responsible and responsive proposal for the renovation work at Desert Hot Springs FCC and was selected based on their competitive cost adjustment factor and in accordance to the NJPA bid and contract documents.

PROJECT BUDGET INCREASE

The NJPA EZIQC contract with Vincor, in the amount of \$286,971 and Change Order No. 6, in the amount of \$396,470, is included in the project budget increase of \$1,703,270; therefore, no additional costs will be incurred and no department budget adjustment is needed at this time.

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

DESCRIPTION	PRIOR PROJECT BUDGET	INCREASE TO PROJECT BUDGET	REVISED PROJECT BUDGET
Construction	6,227,000	0	6,227,000
Construction – Other	181,129	0	181,129
Change Order No. 6	0	396,470	396,470
Remaining Original Scope of Work	0	569,000	569,000
Tenant Improvements	0	450,000	450,000
Design	889,302	30,000	919,302
Riverside County Information Technology	250,000	20,000	270,000
Project Management	322,000	114,000	436,000
Other (Reproduction/Dedication/Fees/Permits)	87,441	5,000	92,441
Specialty Inspections/Testing	100,000	0	100,000
Project Contingency	443,128	118,800	561,928
Revised Project Budget	\$ 8,500,000	\$ 1,703,270	\$ 10,203,270

Attachments:

Notice of Cessation Change Order No. 6

Copy of Membership to National Joint Powers Alliance (NJPA)

Plans and Specifications and Construction Agreement with Vincor Construction, Inc.

PLEASE COMPLETE THIS INFORMATION RECORDING REQUESTED BY:

KECIA HARPER-IHEM, CLERK OF THE BOARD 4080 LEMON STREET, 1ST FLOOR CAC P O BOX 1147 – RIVERSIDE, CA 92502

MAIL STOP # 1010

AND WHEN RECORDED MAIL TO: **RETURN TO: STOP #1010**

P. O. BOX 1147 – RIVERSIDE, CA 92502

THIS SPACE FOR RECORDERS USE ONLY

NOTICE OF CESSATION (California Civil Code §§ 9202 - Public Works) To be recorded with County Recorder. Notice is hereby given by the undersigned owner, a public entity of the State of California, that a public work of improvement has been completed, as follows: **Project title or description of work:** Desert Hot Springs Family Care Center (FM08420003826) As of the 30 day of April, 2012, there has been a continuous cessation of labor upon the herein described work of improvement for at least 30 days and continuing until the date of recordation of this Notice of Cessation. Nature of owner: **Public Entity** Interest or estate of owner: In Fee Clerk of the Board of Supervisors, County Administrative Center, Address of owner: 4080 Lemon St., Riverside, CA 92501 Name/address of direct contractor: PWCI Construction, Inc. 4075 Schaefer Avenue, Chino, CA 91710 Street or legal description of site: 14320 Palm Drive, Desert Hot Springs, CA 92240 Dated: Owner: County of Riverside (Name of Public Entity) By: Jeff Stone, Chairman, Board of Supervisors STATE OF CALIFORNIA) FORM APPROVED COUNTY COUNSE. **COUNTY OF RIVERSIDE)**

I am the <u>Chairman</u> of the governing board of the <u>County of Riverside</u>, the public entity which executed the foregoing notice and on whose behalf I make this verification; I have read this notice, know its contents, and the same is true. I

Executed at Riverside, California on

Jeff Stone, Chairman, Board of Supervisors

certify under penalty of perjury that the foregoing is true and correct.

ATTEST: Kecia Harper-Ihem, Clerk

By:

Deputy

			CHANGE ORDER NO.	6	: 8	
Date: 1/24/2014 To Contractor:			Project Name:	Desert Hot	Springs Famil	y Care Center
		PeopleSoft Project No: FM 08420003826				
	PWCI Construction, Inc.		,			
	4075 Schaefer Avenue		Distribution:			
	Chino, CA 91710	= 20	(1) Project Manager		(4) Construct	on Manager
			(2) Contractor	1	(5) Inspector	
Van	and discated to make the fallowing above	. Ch	(3) Fiscal		(6) Architect/I	-
	are directed to make the following change ges or indirect arising out of this work:	s. Change	es shall include labor, materia	ai and equip	ment; each ite	m to include all
DESC	RIPTION OF CHANGE	REASON	FOR CHANGE ORDER	COR#	TYPE	AMOUNT
1) Instal	lation of ledger and connections	Errors &	Omissions	17016	ADD	\$1,319.00
2) Additi	onal metal work for off site utilities	Errors &	Omissions	17019	ADD	\$2,444.27
3) <u>Instal</u>	1" EPS insulation under Densdeck Roofing	Errors &	Omissions	17022R1	ADD	\$12,886.00
4) Interio	or re-design	Owner F	Requested	17004BR1	ADD	\$103,696.00
5) Weat	her days	Unforese	een Conditions	17023R1	ADD	\$0.00
6) Instal	ation of emergency ballasts	Owner F	Requested	17017A	ADD	\$26,998.00
	oor modifications		ent Driven	17027	ADD	\$8,974.00
	ation of 6" sewer clean out		Requested	17029	ADD	\$1,251.00
	rebar and install additional rebar	Errors &	Omissions	17025R1	ADD	\$10,557.00
	landscaping and irrigation		een Conditions	17031	ADD	\$44,150.00
	ce damaged landscaping cuased by storm		een Conditions	17032	ADD	\$16,440.00
	ded GCs, Interest, OH & Profit		Requested	17037R1	ADD	\$182,755.00
13) Legal			Requested	17036	ADD	\$20,000.00
14) Credit	for remaining original scope of work	Owner R	Requested	17033R1	DEDUCT	(\$35,000.00)
The					TOTAL	\$396,470.27
NOTE	Revised Contract Completion Date: This change order is not effective until ALL s	ignatures b	elow are obtained, and if applica	ble, signature	authority appro	oval by Form 11
hereby and pe shown and de reques contra	dersigned contractor has given careful consider agrees, if this change order is approved, that herform all services necessary for the work above above. This is the FINAL CLOSEOUT CHANGE ocuments and includes full and final payment sts for time extensions, extended field overheadt. The amount set forth comprises the total cook. Contractor expressly waves any other claims	ne will provi e specified, E ORDER fo for closing ad or home ompensation	ide all equipment, furnish all mate and will accept as full payment for r this project. This Change Ordel out the project, including settler office overhead costs, interest, n due the Contractor (and all subt	rials, except a or all costs rela r is the result or nent of all our and all cumu	is may otherwise ated in any way of negotions be atstanding chang lative impact or	e be noted above, thereto the prices tween the parties, se orders, claims, n work under the
10	1/2/4/1/1	4				
1)Contra	clor (Signature) Date	•	Original Contract		s	6,227,000.00
Keli	lbaly Marshall		i noi riamonizoa	_	DEDUCT \$	109,760.00
Contra	ctor's Printed Name		Total Contract Prior to this Ch	ange	\$_	6,336,760.00
2)	otor of Timed Preprie	÷	Authorized Changes on this C	Change Order	\$ <u>_</u>	396,470.27
	nt County Executive Officer/EDA Date	•				
(Signal	ure)		Amount of Contract Authorize	d		
Dahar	r Field		Including this Change Order		\$ _	6,733,230.27
Rober	nt County Executive Officer/EDA					
Printed	-		Pursuant to:	Board Policy	B-11	
3)				M.O. and Da		
Archite	ct (Signature) Date				//	
<u> </u>	AVA-11-11-11-11-11-11-11-11-11-11-11-11-11					
Archite	ct's Printed Name	-				
4) PROJECT	Anthrager (Signature) 4/4/14	ĸ				
Frank	J. Gonzales					
	Manager's Printed Name	'e		EDA	Change Order Fo	orm - Revised 07-08-13

		CHANGE ORDER NO.	0		
	Date: 1/24/2014	Project Name	: Desert Hot	Springs Fam	ily Care Center
	To Contractor:	PeopleSoft Pro	_	_	
	PWCI Construction, Inc.	reopiesottric	DJECT NO. FIVE	0642000382	0
	4075 Schaefer Avenue	Distribution:			
	Chino, CA 91710	(1) Project Manager		(4) Construc	tion Manager
		(2) Contractor		(5) Inspector	
		(3) Fiscal		(6) Architect	Engineer
	You are directed to make the following change charges or indirect arising out of this work:	s. Changes shall include labor, mater	ial and equipr	ment; each it	em to include all
	DESCRIPTION OF CHANGE	REASON FOR CHANGE ORDER	COR#	TYPE	AMOUNT
1)	Installation of ledger and connections	Errors & Omissions	17016	ADD	\$1,319.00
2)	Additional metal work for off site utilities	Errors & Omissions	17019	ADD	\$2,444.27
3)	Install 1" EPS insulation under Densdeck Roofing	Errors & Omissions	17022R1	ADD	\$12,886.00
4)	Interior re-design	Owner Requested	17004BR1	ADD	\$103,696.00
5)	Weather days	Unforeseen Conditions	17023R1	ADD	\$0.00
6)	Installation of emergency ballasts	Owner Requested	17017A	ADD	\$26,998.00
7)	Tile floor modifications	Department Driven	17027	ADD	\$8,974.00
8)	Installation of 6" sewer clean out	Owner Requested	17029	ADD	\$1,251.00
9)	Install rebar and install additional rebar	Errors & Omissions	17025R1	ADD	\$10,557.00
0)	Install landscaping and irrigation	Unforeseen Conditions	17031	ADD	\$44,150.00
1)	Replace damaged landscaping cuased by storm	Unforeseen Conditions	17032	ADD	\$16,440.00
2)	Extended GCs, Interest, OH & Profit	Owner Requested	17037R1	ADD	\$182,755.00
	Legal cost	Owner Requested	17036	ADD	\$20,000.00
4)	Credit for remaining original scope of work	Owner Requested	17033R1	DEDUCT	(\$35,000.00)
				TOTAL	\$395,470.27
	The undersigned contractor has given careful consider hereby agrees, if this change order is approved, that he and perform all services necessary for the work above shown above. This is the FINAL CLOSEOUT CHANGE and documents and includes full and final payment for requests for time extensions, extended field overhead contract. The amount set forth comprises the total contract. Contractor expressly waves any other claims	e will provide all equipment, furnish all mat specified, and will accept as full payment to ORDER for this project. This Change Orde for closing out the project, including settle do or home office overhead costs, interest impensation due the Contractor (and all sub	terials, except as for all costs rela er is the result o ement of all out and all cumul	s may otherwis ted in any way of negotions be standing chan ative impact o	e be noted above, thereto the prices tween the parties, ge orders, claims, n work under the
)	Contractor (signature) Kimbell Marshall Contractor's Printed Name	Original Contract Prior Authorized Total Contract Prior to this C		\$ _ EDUCT	6,227,000.00 109,760.00 6,336,760.00
)		Authorized Changes on this	Change Order:	\$_	396,470.27
	Assistant County Executive Officer/EDA Date (Signature)	Amount of Contract Authoriz Including this Change Order		¢	6,733,230.27
Į	Robert Field	molecular the change of act		*-	0,733,230.27
	Assistant County Executive Officer/EDA				
	Printed Name	Pursuant to:	Board Policy	B-11	
	Architect (Signature) Date		M.O. and Date	e	-
	Frank J. Gonzales Project Manager's Printed Name	FORM APPROVE			orm - Revised 07-08-13
		BY TO VILLA	ACTOR T	ایت از	ATE

CHANGE ORDER NO. 6					
Date: 1/24/2014 Project Name: Desert H	lot Springs Fa	mily Care Center			
	PeopleSoft Project No: FM 08420003826				
PWCI Construction, Inc.	00-1200000				
4075 Schaefer Avenue Distribution:					
Chino, CA 91710 (1) Project Manager (2) Contractor		uction Manager			
(3) Fiscal	(5) Inspect (6) Archite	ct/Engineer			
You are directed to make the following changes. Changes shall include labor, material and equ					
charges or indirect arising out of this work:	•				
DESCRIPTION OF CHANGE REASON FOR CHANGE ORDER COR#	TYPE	AMOUNT			
1) Installation of ledger and connections - Errors & Omissions 17016	ADD	\$1,319.00			
2) Additional metal work for off site utilities Errors & Omissions 17019	ADD	\$2,444.27			
3) Install 1" EPS insulation under Densdeck Roofing Errors & Omissions 17022R	1 ADD	\$12,886.00			
4) Interior re-design Owner Requested 17004BR	R1 ADD	\$103,696.00			
5) Weather days Unforeseen Conditions 17023R	1 ADD	\$0.00			
6) Installation of emergency ballasts Owner Requested 17017A	ADD	\$26,998.00			
7) Tile floor modifications Department Driven 17027	ADD	\$8,974.00			
8) Installation of 6" sewer clean out Owner Requested 17029	ADD	\$1,251,00			
9) Install rebar and install additional rebar Errors & Omissions 17025R1		\$10,557.00			
0) Install landscaping and irrigation Unforeseen Conditions 17031	ADD	\$44,150.00			
1) Replace damaged landscaping cuased by storm Unforeseen Conditions 17032	ADD	\$16,440,00			
2) Extended GCs, Interest, OH & Profit Owner Requested 17037R1		\$182,755.00			
3) Legal cost Owner Requested 17036 4) Credit for remaining original scope of work Owner Requested 17033R1	ADD	\$20,000.00			
4) Credit for remaining original scope of work Owner Requested 17033R1	TOTAL	\$396,470.27			
NOTE: This change order is not effective until ALL signatures below are obtained, and if applicable, signatures	ure authority ap	poroval by Form 11			
NOTE: This change order is not effective until ALL signatures below are obtained, and if applicable, signatures as indicated per Change Order Guidelines. The undersigned contractor has given careful consideration to the change proposed, including its effect on othereby agrees, if this change order is approved, that he will provide all equipment, furnish all materials, except and perform all services necessary for the work above specified, and will accept as full payment for all costs of shown above. This is the FINAL CLOSEOUT CHANGE ORDER for this project. This Change Order is the result and documents and includes full and final payment for closing out the project, including settlement of all of contract. The amount set forth comprises the total compensation due the Contractor (and all subcontractors a contract. Contractor expressly waves any other claims related to this project. Original Contract Prior Authorized Total Contract Prior to this Change	her work alread of as may other related in any w ult of negotions outstanding ch mulative impact	y contracted for, and wise be noted above, ay thereto the prices between the parties, ange orders, claims, ton work under the or all work under the state of the contract of t			
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The undersigned contractor has given careful consideration to the change proposed, including its effect on oth hereby agrees, if this change order is approved, that he will provide all equipment, furnish all materials, except and perform all services necessary for the work above specified, and will accept as full payment for all costs in shown above. This is the FINAL CLOSEOUT CHANGE ORDER for this project. This Change Order is the result and documents and includes full and final payment for closing out the project, including settlement of all of requests for time extensions, extended field overhead or home office overhead costs, interest, and all curt contract. The amount set forth comprises the total compensation due the Contractor (and all subcontractors a contract. Contractor expressly waves any other claims related to this project. Contractor (Signature)	her work alread to as may other related in any w ult of negotions outstanding cha mulative impact and suppliers) for DEDUCT	y contracted for, and wise be noted above, ay thereto the prices between the parties, ange orders, claims, ton work under the or all work under the \$\frac{6,227,000.00}{109,760.00}\$\$\$ 6,336,760.00\$\$\$			
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	CHANGE ORDER NO.	6		
Date: 1/24/2014	Project Name:	Desert Hot	Springs Fami	ly Care Center
To Contractor: PWCI Construction, Inc.	PeopleSoft Proj			
4075 Schaefer Avenue	Distribution:			
Chino, CA 91710	(1) Project Manager		(4) Construct	ion Manager
	(2) Contractor		(5) Inspector	ion managor
	(3) Fiscal		(6) Architect/	Engineer
You are directed to make the following change	s. Changes shall include labor, materia	al and equip	ment; each ite	m to include all
charges or indirect arising out of this work:	4			
DESCRIPTION OF CHANGE	REASON FOR CHANGE ORDER	COR#	TYPE	AMOUNT
1) Installation of ledger and connections	Errors & Omissions	17016	ADD	\$1,319.00
Additional metal work for off site utilities	Errors & Omissions	17019	ADD	\$2,444.27
3) Install 1" EPS insulation under Densdeck Roofing	Errors & Omissions	17022R1	ADD	\$12,886.00
4) Interior re-design	Owner Requested	17004BR1	ADD	\$103,696.00
5) Weather days	Unforeseen Conditions	17023R1	ADD	\$0.00
6) Installation of emergency ballasts	Owner Requested	17017A	ADD	\$26,998.00
7) Tile floor modifications	Department Driven	17027	ADD	\$8,974.00
8) Installation of 6" sewer clean out	Owner Requested	17029	ADD	\$1,251.00
9) Install rebar and install additional rebar	Errors & Omissions	17025R1	ADD	\$10,557.00
10) Install landscaping and irrigation	Unforeseen Conditions	17031	ADD	\$44,150.00
11) Replace damaged landscaping cuased by storm	Unforeseen Conditions	17032	ADD	\$16,440.00
12) Extended GCs, Interest, OH & Profit	Owner Requested	17037R1	ADD	\$182,755.00
13) Legal cost	Owner Requested	17036	ADD	\$20,000.00
14) Credit for remaining original scope of work	Owner Requested	17033R1	DEDUCT	(\$35,000.00)
			TOTAL	\$396,470.27
NOTE: This change order is not effective until ALL s as indicated per Change Order Guidelines. The undersigned contractor has given careful conside hereby agrees, if this change order is approved, that hereby agrees, if	ration to the change proposed, including its e	effect on other	work already c	ontracted for, and
and perform all services necessary for the work above shown above. This is the FINAL CLOSEOUT CHANGE and documents and includes full and final payment requests for time extensions, extended field overhea contract. The amount set forth comprises the total cocontract. Contractor expressly waves any other claims 1) Contractor (Signature) Date	e specified, and will accept as full payment for ORDER for this project. This Change Order for closing out the project, including settler d or home office overhead costs, interest, impensation due the Contractor (and all subcontract to this project. Original Contract	r all costs relations the result of all out and all cumul contractos and	ted in any way of negotions bet standing chang ative impact or	thereto the prices ween the parties, e orders, claims,
Contractor's Printed Name	Authorized Changes on this C	hanna Ondani	•	000 470 07
2)	Authorized Changes on this C	nange Older:	Φ_	396,470.27
Assistant County Executive Officer/EDA Date (Signature)	Amount of Contract Authorize	d		
Robert Field	Including this Change Order		\$_	6,733,230.27
Assistant County Executive Officer/EDA				
Printed Name	Pursuant to:	Board Policy	B-11	
3)		M.O. and Dat		
Architect (Signature) Date				
Architect's Printed Name				
4) Hope Memory Signature) 4/4/14				
Frank J. Gonzales				
Project Manager's Printed Name		EDA (Change Order Fo	rm - Revised 07-08-13
-	FORM APPROX			
	1118.0	ile	- 7 - 7 - 7 - 7 - 7 - 7 - 7 - 7 - 7 - 7	Lut
	BY. Y Nershall	VOTOR	5/2	///

CHANGE ORDER NO. Date: 1/24/2014 Project Name: Desert Hot Springs Family Care Center PeopleSoft Project No: FM 08420003826 To Contractor: PWCI Construction, Inc. 4075 Schaefer Avenue Distribution: Chino, CA 91710 (1) Project Manager (4) Construction Manager (2) Contractor (5) Inspector (3) Fiscal (6) Architect/Engineer You are directed to make the following changes. Changes shall include labor, material and equipment; each item to include all charges or indirect arising out of this work: **DESCRIPTION OF CHANGE** REASON FOR CHANGE ORDER COR# TYPE **AMOUNT** 1) Installation of ledger and connections Errors & Omissions 17016 ADD \$1,319.00 2) Additional metal work for off site utilities Errors & Omissions 17019 ADD \$2,444.27 3) Install 1" EPS insulation under Densdeck Roofing Errors & Omissions 17022R1 ADD \$12,886.00 4) Interior re-design Owner Requested ADD 17004BR1 \$103,696.00 5) Weather days Unforeseen Conditions 17023R1 ADD \$0.00 6) Installation of emergency ballasts Owner Requested 17017A ADD \$26,998.00 7) Tile floor modifications Department Driven 17027 ADD \$8,974.00 8) Installation of 6" sewer clean out Owner Requested 17029 ADD \$1,251.00 9) Install rebar and install additional rebar Errors & Omissions 17025R1 ADD \$10,557.00 10) Install landscaping and irrigation Unforeseen Conditions 17031 ADD \$44,150.00 11) Replace damaged landscaping cuased by storm Unforeseen Conditions 17032 ADD \$16,440.00 12) Extended GCs, Interest, OH & Profit Owner Requested 17037R1 ADD \$182,755.00 13) Legal cost Owner Requested 17036 ADD \$20,000.00 14) Credit for remaining original scope of work Owner Requested 17033R1 DEDUCT (\$35,000.00) TOTAL \$396,470,27 This Change Order provides for a time extension of calendar days Original Contract Duration (calendar days): 365 Prior Authorized Time Extension (calendar days): 138 Revised Construction Duration (calendar days): Original Contract Completion Date: Revised Contract Completion Date: NOTE: This change order is not effective until ALL signatures below are obtained, and if applicable, signature authority approval by Form 11 as indicated per Change Order Guidelines. The undersigned contractor has given careful consideration to the change proposed, including its effect on other work already contracted for, and hereby agrees, if this change order is approved, that he will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work above specified, and will accept as full payment for all costs related in any way thereto the prices shown above. This is the FINAL CLOSEOUT CHANGE ORDER for this project. This Change Order is the result of negotions between the parties, and documents and includes full and final payment for closing out the project, including settlement of all outstanding change orders, claims, requests for time extensions, extended field overhead or home office overhead costs, interest, and all cumulative impact on work under the contract. The amount set forth comprises the total compensation due the Contractor (and all subcontractos and suppliers) for all work under the Contractor expressly waves any other claims related to this project. contract. (Signature) Original Contract 6,227,000.00 **✓** ADD ☐ DEDUCT Prior Authorized 109,760.00 Total Contract Prior to this Change 6,336,760.00 Contractor's Printed Name Authorized Changes on this Change Order: 396,470.27 Assistant County Executive Officer/EDA Date (Signature) Amount of Contract Authorized Including this Change Order 6,733,230.27 Robert Field Assistant County Executive Officer/EDA ☐ Board Policy B-11 Printed Name Pursuant to: M.O. and Date Architect (Signature) Date . Frank J. Gonzales EDA Change Order Form - Revised 07-08-13 Project Manager's Printed Name





MEMBERSHIP AGREEMENT PARTICIPATING MEMBER

I his Agreement, made and entered into this da	September, 2011
by and between National Joint Powers Alliance®, herein	nafter referred to as "NJPA" and
County of Riverside, CA	hereinafter referred to as the "Applicant".
Witnesseth:	
That for a good and valuable consideration of the prem	ises, mutual terms, covenants, provisions, and conditions
hereafter set forth, it is agreed by and between the parties as	s follows:
Whereas, the NJPA is created by Minnesota Statute § 1	123.4.21 (with membership further defined in M.S. §471.59)
	ools, political subdivisions of Minnesota or another state,
governmental unit and all non-profits; and	ta or the United States including instrumentalities of a
Whereas, NJPA's purpose as defined in M.S. §123A.21 be better provided by NJPA than by the members thems	l is to assist in meeting specific needs of clients which could selves; and
Whereas, the NJPA Board of Directors has establish NJPA contracts and procurement programs to become	ed the ability for an "Applicant" desiring to participate in a Participating Member; and
Whereas, the NJPA Board of Directors has determing organizational liability to NJPA or to its organizational	ned that Participating Members will have no financial or lactivities;
Now Therefore, it is hereby stipulated and agreed that the	"Applicant" Agency desires to be a Participating Member of
NJPA with contract purchasing benefits, in accordance with	h terms and conditions of the applicable contract(s), and that
NJPA hereby grants said Membership to said "Applicant."	
Term:	
This continuing agreement shall remain in force or until eith	her party elects to dissolve the Agreement by written notice.
THEREFORE, IN WITNESS THEREOF,	
the parties hereto have executed this Agreement the day and	i year written above.
	National Joint Powers Alliance®
Member Name:	200 1st Street NE, Suite 1
212 +	Staples MN 56479
A LITTIONIZED CLOSA TEMP	AUTHORIZED SIGNATURE
BOB BUSTER	Execuser Diperson
TITLE	TITLE
OCT 1 8 2011	9/1/1
DATE	DATE
FORMAPPROVED COUNTY COUNSEL	
BY MUN A ZULLI	
ATTEST:	09/21/2010
ALLOI.	

OCT 18 2011 3.18





Work Order Signature Document

	NJPA EZIQC Contract No.: CA-GC07C-082013-VCI					
	New Work Orde	er Modify an Ex	kisting Work Order			
Work Order Numb	per.: FM08410005571	Work Order Date:				
Work Order Title:	Desert Hot Springs Clinic -	Renovation, Inrenor Signage	e, Wrought Iron fencing with Gates.			
Owner Name:	County of Riverside	Contractor Name:	Vincor Construction Inc.			
Contact:	Frank Gonzales	Contact:	John Kang			
Phone:	951-955-8467	Phone:				
	Work to be Performed Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No CA-GC07C-082013-VCI.					
Brief Work Order [Description:					
Desert Hot Sprin	gs Clinic Renovation, interior,	exterior signage and instal	lation of new Wrought Iron			
fencing and gates	5.					
Time of Perform	Time of Performance Estimated Start Date: 12/11/2013 Estimated Completetion Date: 01/28/2014					
Liquidated Dama	ages Will apply:					
Work Order Firm	Work Order Firm Fixed Price: \$286,970.75					
Owner Purcha	se Order Number: 017437.00		_			
Approvals						
Owner		Date Contractor	Date			



EZIQC WORK ORDER STANDARD FORM OF CONSTRUCTION CONTRACT BETWEEN COUNTY AND CONTRACTOR

by and between

VINCOR CONSTRUCTION, INC.

(the "Contractor")

And

THE COUNTY OF RIVERSIDE

(the "County")

FOR:

DESERT HOT SPRINGS RENOVATION
WORK ORDER #EZIQC-VCI-FM08420003826

14320 PALM DRIVE DESERT HOT SPRINGS, CA 92240

STANDARD FORM OF CONSTRUCTION CONTRACT FOR EZIQC BETWEEN COUNTY AND CONTRACTOR

THIS STANDARD FORM OF CONSTRUCTION CONTRACT FOR EZIQC BETWEEN COUNTY AND CONTRACTOR ("Work Order Agreement") is entered into on this text day of text, 2013 by and between THE COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County") and Vincor Construction, Inc., a corporation ("Contractor") whose principal place of business is located at 218 Viking Avenue, Brea, CA 92821.

ARTICLE 1 DEFINITIONS

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

ARTICLE 2 PERFORMANCE OF WORK

2.1 SCOPE OF WORK

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

2.2 STANDARD OF PERFORMANCE

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

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

ARTICLE 3 CONTRACT TIME

3.1 CONTRACT TIME

- 3.1.1 Substantial Completion. Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Substantial Completion of the entire Work not later than Fifty (50) Days after the Date of Commencement.
- **3.1.2** Final Completion. Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Final Completion of the Work not later than Twenty (20) Days after the actual occurrence of Substantial Completion.
- **3.1.3 Contract Adjustments**. The Contract Time shall be extended or shortened only in accordance with the provisions of the Contract Documents governing Contract Adjustments to the Contract Time.

3.2 LIQUIDATED DAMAGES TO COUNTY

- 3.2.1 County's Right. County and Contractor acknowledge that if Contractor fails to Substantially Complete the Work within the Contract Time for Substantial Completion, County will suffer substantial Losses, which would be both extremely difficult and impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the assessment and recovery by County of liquidated damages under this Section 3.2.
- 3.2.2 Per Diem Rate. If Contractor fails to actually achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, Contractor shall pay to County as liquidated damages the amount of Two Thousand, Eight Hundred, Seventy Dollars (\$2,870 (1% of total agreement amount/day)) per Day for each Day occurring after the expiration of the Contract Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work.
- **3.2.3** Adjustment for Extensions of Time. Subject to the provisions of Paragraph 8.2.8 of the Supplementary General Conditions dealing with concurrency of Delays, liquidated damages shall not be charged to Contractor for a period of time for which the Contractor is entitled under the Contract Documents to a Contract Adjustment to the Contract Time for Substantial Completion.
- **3.2.4 Partial Completion**. The liquidated damages provided for under this Section 3.2 shall not be reduced or apportioned: (1) for Substantial Completion of portions of the Work prior to Substantial Completion of the entirety of the Work; or (2) if portions of the Work are deleted pursuant to (a) the County's right to order Deleted Work; or (b) a termination by County of a portion of the Construction Contract or a deletion of portion of Work for the convenience of the County or due to an Event of Contractor Default.
- **3.2.5** Remedies. County may deduct any liquidated damages payable under this Section 3.2 from money due or to become due to Contractor under the Contract Documents, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety.
- **3.2.6 Not a Limitation**. County's rights under this Section 3.2 shall not be interpreted as precluding or limiting: (1) any right or remedy of County arising from an Event of Contractor Default other than a failure to achieve Substantial Completion of the Work within the Contract Time for Substantial Completion; or (2) County's right to order an acceleration, at Contractor's Own Expense, of performance of the Work to overcome Delay, including, without limitation, a Delay for which County has the right to assess liquidated damages under this Section 3.2.

3.3. LIQUIDATED DAMAGES TO CONTRACTOR

3.3.1 Contractor's Right. County and Contractor acknowledge and agree that if Contractor is unable due to Compensable Delay to actually achieve Substantial Completion of the Work within the Contract Time for Substantial Completion, Contractor and its affected Subcontractors will suffer Losses that would be both extremely difficult and

impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the payment by County to Contractor of liquidated damages under this Section 3.3.

- 3.3.2 Daily Rate. Subject to the provisions of Paragraph 8.2.8 of the Supplementary General Conditions dealing with concurrency of Delays, the Contract Price shall be increased by Change Order or Unilateral Change Order in the amount of Two Thousand, Eight Hundred, Seventy Dollars (\$2,870 (1% of total agreement amount/day)) per Day as liquidated damages for each Day for which Contractor is entitled under the Contract Documents to a Contract Adjustment extending the Contract Time for Substantial Completion due to Compensable Delay, with no additional amount added thereto or calculated thereon for Allowable Markup or any other markup for overhead or profit to Contractor or any Subcontractor, of any Tier.
- 3.3.3 Payment by County. A Change Order or Unilateral Change Order setting forth a Contract Adjustment to the Contract Price for liquidated damages permitted by this Section 3.3 shall be executed following, and not before, actual Substantial Completion and prior to or contemporaneously with Final Completion. Notwithstanding any other provision of the Contract Documents to the contrary and without limitation to the County's rights of withholding payment to Contractor as permitted elsewhere in the Contract Documents or under Applicable Laws, any amounts due to the Contractor under this Section 3.3 shall be payable as part of, and not prior to the due date for payment of, Final Payment to Contractor.
- **3.3.5 Termination**. County shall have no liability to Contractor to pay any liquidated damages under this Section 3.3, nor shall County have any other liability to Contractor or any Subcontractor for any Loss due to Delay (including, without limitation, Compensable Delay) in the event the Construction Contract is wholly terminated (whether such termination is a termination for cause by County or Contractor or a termination for convenience by County) at any time prior to expiration of the Contract Time for Substantial Completion set forth in Paragraph 3.1.1, above.
- 3.3.6 Exclusive Remedy. Liquidated damages payable by County under this Section 3.3 constitute the Contractor's sole and exclusive right and remedy for recovery from County of Losses to Contractor and its Subcontractors, of every Tier, that are attributable to Compensable Delay, regardless of the cause, duration or timing of the Compensable Delay and no other Contract Adjustment, or other form of compensation or reimbursement, of any kind, shall be made to Contractor or any Subcontractor, of any Tier, for any Loss resulting, directly or indirectly, from, or attributable to, any of the following: (1) Unexcused Delay or acceleration to overcome Unexcused Delay; (2) Excusable Delay or any acceleration not authorized by County in writing to overcome Excusable Delay; or (3) concurrency of a Compensable Delay with any different type or class of Unexcused Delay or Excusable Delay, whether such concurrency is a concurrency in cause or in effect.

3.3.7 WAIVER BY CONTRACTOR.

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

ARTICLE 4 CONTRACTOR COMPENSATION

4.1 CONTRACT PRICE

4.1.1 Contract Price. County shall pay the Contractor in current funds for the Contractor's performance of the Work in accordance with the Contract Documents the Contract Price, exclusive of Contract Adjustments, of Two Hundred-Eighty Six Thousand, Nine Hundred-Seventy-One Dollars (\$286,971).

- **4.1.2 Basis**. The Contract Price set forth in Paragraph 4.1.1, above, is based on the Work Order submitted by Contractor and accepted by County as set forth in Section 4.2, below. This Construction Contract is the Purchase Order issued by an NJPA member as referenced in the Indefinite Quantity Construction Agreement between the Contractor and NJPA; and, as that document states, any Purchase Order issued by an NJPA member including terms and conditions and supplemental specs shall govern.
- **4.1.3 Adjustments**. The Contract Price is only subject to adjustment as permitted by the Supplementary General Conditions for Contract Adjustments due to Compensable Changes, Deleted Work or Compensable Delay.
- **4.1.4 All-Inclusive Price**. The Contract Price as adjusted for Contract Adjustment permitted by the Contract Documents is the total amount payable by County to Contractor for performance of the Work under the Contract Documents and is deemed to cover all Losses, foreseeable or unforeseeable, arising out of or related to past, present or future circumstances within or outside the control of the Contractor or its Subcontractors affecting the time or cost of performing the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and unforeseen fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally).

4.2 ALTERNATES

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

Number	Description	Dollar Amount
N/A	N/A	N/A

4.3 UNIT PRICES

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

Description	Measurement Unit	Dollar Amount
N/A	N/A	N/A

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

5.1 LIST OF CONTRACT DOCUMENTS

The Contract Documents include, without limitation, the following:

- **5.1.1 Construction Contract**. The Contract Documents include this executed Standard Form of Construction Contract for EZIQC Between County and Contractor.
- **5.1.2 General Conditions**. The Contract Documents include the ⊠ NJPA IQCC Standard Terms and Conditions and Contract General Conditions (Book 2), ⊠ Supplementary General Conditions of the Standard Form of Construction Contract for EZIQC Between County and Contractor (Long Form) or □ Supplementary General Conditions of the Standard Form of Construction Contract Between County and Contractor (Short Form).
 - **5.1.3 Specifications**. The Contract Documents include the following Specifications:

Title	Date	Divisions
Desert Hot Springs Family Care		
Center, Construction Documents-	July 6, 2009	All (1-17)
Project Manual and prepared by		1 '

HDR Architects	

5.1.4 Drawings. The Contract Documents include the following Drawings dated September 18, 2009, unless a different date is shown below:

Sheet Number	Title	Date	Pages
All sheets include in referenced drawing set and as applicable to the ezIQC Detailed Scope of Work as incorporated here in	County of Riverside, Desert Hot Springs Family Care Center	September 18, 2009	

5.1.5 Also incorporated herein are:

- 5.1.5.1. NJPA Membership Agreement (executed)
- 5.1.5.2. NJPA Indefinite Quantity Construction Agreement
- 5.1.5.3. NJPA Invitation to bid (IFB) Documents
- 5.1.5.4. NJPA Project Information, Instructions to Bidders and Execution Documents (Book 1)
- 5.1.5.5. EZIQC Work Order & Detailed Scope Documents

ARTICLE 6 SPECIAL REQUIREMENTS

6.1 LABOR CODE SECTION 1861 CERTIFICATION

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

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

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

SIGNATURES ON FOLLOWING PAGE

"COUNTY"	"CONTRACTOR"
COUNTY OF RIVERSIDE	Vincor Construction Inc
COUNTY OF RIVERSIDE	ich
D.S.	(sign on line above)
By: JOHN J. BENOIT, Chairman	V 20 00
Board of Supervisors	By: Vincent Cortes
	(type name)
	Title: President
	The following information must be provided concerning the Contractor:
ATTEST:	State whether Contractor is corporation, individual, partnership, joint venture or other;
KECIA HARPER-IHEM	Corporation
Clerk of the Board	If "other", enter legal form of business:
Dur	
By: Deputy	Enter address:
	1609 E Mc Fadden Ave Suite A Santa Ana CA 92705
(SEAL)	
	Telephone: 714-558-8100
	Facsimile: 714-558-8199 Email: vincent@vincorinc.com
	Email. Vincent@vinconic.com
	Employer State Tax ID #: 236-3021-3
	Tax ID #.
APPROVED AS TO FORM: PAMELA J. WALLS	State Contractor License #: 763743
County Counsel	If Contractor is not an individual or corporation,
100 Cida al Id	list names of 4 representatives who have
By: <u>AY ALVO) 5/ZI//4</u> Marsha L. Victor	authority to contractually bind Contractor:
Principal Deputy County Counsel	
	2
	If Contractor is a corporation, state: Name of President: Vincent Cortes
	Name of Secretary: Michele Cortes
	State of Incorporation: California

Project No.

EZIQC-VCI-FM08420003826

Bond No.

PB 11842000010

Premium: \$ 5,305.00

PERFORMANCE BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on ______, 20___, has awarded Construction Contract Number EZIQC-VCI-FM08420003826 ("Contract") to the undersigned ________ vincor Construction, Inc. ______ as Principal ("Principal") to perform the work ("Work") for the following project: EZIQC-Desert Hot Springs Mental Health Clinic Renovation, which Contract is by this reference hereby incorporated herein and made a part hereof;

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

* Philadelphia Indemnity Insurance Company

NOW THEREFORE, we, the Principal and _____* ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Two-Hundred, Eighty-Six Thousand, Nine-Hundred, Seventy-One Dollars (\$286,971), this amount being not less than one hundred percent (100%) of the Maximum Potential Value and possible total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

In the event any legal proceeding or arbitration is brought upon this bond by County and judgment or award is entered in favor of County as the prevailing party, Surety shall pay all costs and attorney's fees incurred by the County.

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

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

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

Vincor Construction, Inc.	Affix Seal if Corporation
(Firm Name – Principal)	ORPORA O
1609 E. McFadden Avenue Suite A	SFAL SFAL
Santa Ana, CA 92705	2: 00.04.00
(Business Address) By (Original Signature) (Michele Cortes	15 OF LEORING THE STATE OF THE
Corp. Secretary	
(Title)	 ()
Philadelphia Indemnity Insurance Company	
(Corporation Name – Surety)	Affix Corporate Seal
251 S. Lake Avenue, Suite 360	_
Pasadena, CA 91101	
(Business Address)	
By Monica Plandell	
(Signature – Attached Notary's Acknowledgment) Monica Biaisdeli (Attorney-in-Fact)	

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

<u>Note</u>: Notary acknowledgment of signatures of ezIQC Contractor and Surety, and Surety's Power of Attorney, must be included or attached

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: MONICA BLAISDELL OF BLAISDELL BONDING & INSURANCE SERVICES, INC.

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of-Attorney or certificate relating thereto by facsimile; and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and biding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7^{TI} DAY OF FEBRUARY 2013.



Robert

Robert D. O'Leary Jr., President & CEO Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNS NOTARIAL SEAL DANIELLE PORATH, Notary Lower Merion Twp., Montgome My Coranission Expires Merch	== #	Danle de	
(Notary Seel)	residing at:	Bala Cynwyd, PA	
(Notary Seal)	My commission expires:	March 22, 2016	

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20 day of May 20 14



(Seal)

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary PHILADELPHIA INDEMNITY INSURANCE COMPANY

ACKNOWLEDGMENT

State of California ORAN County of	IGE	
On5/20/14	_ before me, _ PHILIP VEG	SA, NOTARY PUBLIC le and title of the officer)
subscribed to the within instrumen MXher/株浴水authorized capacity(被 person(s), or the entity upon beha	satisfactory evidence to be the and acknowledged to me the say, and that by kiskher/theks after of which the person(s) acte	ne person(x) whose name(x) is/xrex nat Ke/she/kNey/executed the same in ignature(x) on the instrument the d, executed the instrument.
WITNESS my hand and official se	eal.	
Signature	(Seal)	PHILIP VEGA COMM. # 1977088 MOTATY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My Comm. Expires MAY 31,2016

State of California						
County of Orange			}			
On 5/20/14	before me,	Monica	Blaisdell,	Notary	Public	_,
personally appeared	Michele	Cortes				
			Name(s) of Signer(s)			



who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) 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 on the instrument the person of, 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: Moura Blousdell

EZIQC-VCI-FM08420003826 Bond No. PB 11842000010

Premium: \$ 5,305.00

PAYMENT BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on 20__, has awarded Construction Contract Number_EZIQC-VCI-FM08420003826 ("Contract") to the undersigned Vincor Construction, Inc. as Principal ("Principal") to perform the work ("Work") for the following project: EZIQC-Desert Hot Springs Mental Health Clinic Renovation;

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

NOW THEREFORE, we, the Principal and Philadelphia Indemnity Insurance Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Two-Hundred, Eighty-Six Thousand, Nine-Hundred, Seventy-One Dollars (\$286,971), this amount being not less than one hundred percent (100%) of the Maximum Potential Value and possible total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if Principal, its heirs, executors, administrators, successors, or assigns approved by County, or its subcontractors, of any contracting tier, shall fail to pay any person or persons named in California Civil Code, Section 9554, then Surety will pay for the same, in or to an amount not exceeding the penal amount hereinabove set forth, and also will pay to the prevailing party if suit is brought upon this bond, reasonable attorney's fees as provided in California Civil Code, Section 9564.

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

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

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

VINCOR CONSTRUCTION, INC.

(Firm Name – Principal)

1609 E. MC FADDEN AVE SUITE A
SANTA ANA, CA 92705
(Business Address)

(Original Signature) MICHELE CORTES

CORP. SECRETARY
(Title)

PHILADELPHIA INDEMNITY INSURANCE COMPANY

(Corporation Name – Surety)

Affix Corporate Seal

251 S. LAKE AVENUE, SUITE 360

PASADENA, CA 91101

(Business Address)

By Monica Blaisalle

(Signature – Attached Notary's Acknowledgment)

MONICA BLAISDELL (ATTORNEY-IN-FACT)

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

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

PHILADELPHIA INDEMNITY INSURANCE COMPANY

231 St. Asaph's Rd., Suite 100 Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: that PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint: MONICA BLAISDELL OF BLAISDELL BONDING & INSURANCE SERVICES, INC.

Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY at a meeting duly called the 1st day of July, 2011.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company to: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and biding upon the Company in the future with the respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEALTO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7TH DAY OF FEBRUARY 2013.



Pohert D. O'Leary, Ir. President

Robert D. O'Leary Jr., President & CEO Philadelphia Indemnity Insurance Company

On this 7th day of February 2013, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.

COMMONWEALTH OF PENNS NOTARIAL SEAL DANIELLE PORATH, Notary Lower Merion Twp., Montgomer My Coramission Expires March	Public	Danll a	
(Notary Seal)	residing at:	Bala Cynwyd, PA	
(Notary Sear)	My commission expires:	March 22, 2016	

I, Craig P. Keller, Executive Vice President, Chief Financial Officer and Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do herby certify that the foregoing resolution of the Board of Directors and this Power of Attorney issued pursuant thereto are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY,

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20 day of 14



(Seal)

Craig P. Keller, Executive Vice President, Chief Financial Officer & Secretary PHILADELPHIA INDEMNITY INSURANCE COMPANY

ACKNOWLEDGMENT

State of California County of	ORANGE		
On5/20/14	before me,		A, NOTARY PUBLIC and title of the officer)
subscribed to the withi	the basis of satisfactory e in instrument and acknow d capacity(tes), and that b	rledged to me tha by MXX her/t MXX Sig	e person(%) whose name(%) is/arex at Me/she/Mey/executed the same in gnature(s) on the instrument the l, executed the instrument.
I certify under PENAL paragraph is true and		he laws of the St	ate of California that the foregoing
WITNESS my hand ar	nd official seal.		gaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaaa
Signature		_ (Seal)	PHILIP VEGA COMM. # 1977088 NOTARY PUBLIC - CALIFORNIA LOS ANGELES COUNTY My Comm. Expires MAY 31,2016

² CO1010C10C10C1CCCCCCCCCCCCCCCCCCCCCCCCC	CIVIL CODE
State of California	}
County of Orange	
On5/20/14? before me,M	Monica Blaisdell, Notary Public Here Insert Name and Title of the Officer
personally appeared <u>Michele Cor</u>	Name(s) of Signer(s)
MONICA BLAISDELL Commission @ 1970845 Notary Public - California Orange County My Comm. Expires Mar 26, 2016	who proved to me on the basis of satisfactor evidence to be the person(s) whose name(s) is/er subscribed to the within instrument and acknowledge to me that he/she/they executed the same ins/her/their authorized capacity(iss), and that be his/her/their signature(s) on the instrument 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.
West States State At	WITNESS my hand and official seal. Signature: Mand blausdlu





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/27/2014

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 be endorsed. If SUBROGATION IS WAIVED, subject to

the terms and conditions of the policy, certain p		ndorsement. A stat	tement on th	is certificate does not confe	er rights to the
PRODUCER 657-667-0225	657-667-0227	CONTACT Professi	onal Insura	ance Associates Inc.	
Professional Insurance Associates Inc.		PHONE (A/C, No. Ext): 657-6	67-0225	(A/C, No): 65	7-667-0227
Matles Insurance Agency Inc. (V2)		E-MAIL ADDRESS: Albert@	Mattesins.		
PO Box 1266		A STATE OF THE PARTY OF THE PAR		DING COVERAGE	NAIC#
San Carlos, CA 94070		INSURER A : Bench	mark Insur	ance Company	41394
	(714) 558-8199	INSURER B :			
Vincor Construction, Inc.	(· · · / ·	INSURER C :			
1609 E. McFadden Ave. Suite A		INSURER D :			
		INSURER E :			
Santa Ana, CA 92705		INSURER F :			
COVERAGES CERTIFICATI				REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSUINDICATED. NOTWITHSTANDING ANY REQUIREME CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES	ENT, TERM OR CONDITION THE INSURANCE AFFORD LIMITS SHOWN MAY HAVE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS	DOCUMENT WITH RESPECT TO AL	O WHICH THIS
LTR TYPE OF INSURANCE INSO WYD		(MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
COMMERCIAL GENERAL LIABILITY	K			EACH OCCURRENCE \$ DAMAGE TO RENTED	
CLAIMS-MADEOCCUR				PREMISES (Ea occurrence) \$	
				MED EXP (Any one person) \$	
				PERSONAL & ADV INJURY \$	
GEN'L AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE \$	
POLICY PRO- LOC				PRODUCTS - COMP/OP AGG \$	
OTHER;				COMBINED SINGLE LIMIT &	
AUTOMOBILE LIABILITY				(Ea accident)	
ANY AUTO				BODILY INJURY (Per person) \$	
ALL OWNED SCHEDULED AUTOS AUTOS		2.		BODILY INJURY (Per accident) \$	
HIRED AUTOS NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	
				\$	
UMBRELLA LIAB OCCUR				EACH OCCURRENCE \$	
EXCESS LIAB CLAIMS-MADE				AGGREGATE \$	
DED RETENTIONS				S S	
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		02/22/2014	02/22/2015	PER OTH- STATUTE ER	
A OFFICER/MEMBER EXCLUDED?	CST5004930				,000.000
(Mandatory in NH)				E.L. DISEASE - EA EMPLOYEE \$ 1	
If yes, describe under DESCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT \$ 1	,000.000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORI	D 101, Additional Remarks Schedu	ile, may be attached if mor	re space is requir	ed)	
•					
View Control of the C		isan a diseasa a factoria			
CERTIFICATE HOLDER		CANCELLATION	-		
Riverside County		CHOILD AND OF	THE ADOME TO	ESCRIBED POLICIES BE CANC	ELLEN RECODE
3133 Mission Inn Avenue		THE EXPIRATION	N DATE THE	REOF, NOTICE WILL BE	
Riverside, CA 92507		ACCORDANCE WI			

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AUTHORIZED REPRESENTATIVE



CERTIFICATE OF LIABILITY INSURANCE

12/19/2013

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(les) must 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

C C Roy Insurance Brokers, Inc
4309 Hacienda Drive, Suite 380

Pleasanton, CA 94588

C C Roy Insurance Brokers, Inc
4309 Hacienda Drive, Suite 380
Pleasanton, CA 94588

| INSURER 1: | INSURER 1: | INSURER 2: | INSURER 3: | INSURER 3:

COVERAGES

CERTIFICATE NUMBER:

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

NSR LTR	CLUSIONS AND CONDITIONS OF SUCH	ADDL INSR	SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP	LIMIT	s	
LTR	GENERAL LIABILITY	INSR	WVD	POLICY NUMBER	(mmsbort 1177	Immedia in	EACH OCCURRENCE	\$	1,000,000
A	X COMMERCIAL GENERAL LIABILITY	x		MP0081003001163	10/17/2013	10/17/2014	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	50,000
^	CLAIMS-MADE X OCCUR	^					MED EXP (Any one person)	\$	5,000
	CEANING-IMAGE 74 COUGH						PERSONAL & ADV INJURY	5	1,000,000
							GENERAL AGGREGATE	3	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$	2,000,000
- 1	DRO.							\$	
-	AUTOMOBILE LIABILITY				-		COMBINED SINGLE LIMIT (Eg accident)	\$	1,000,00
в	X ANY AUTO			WPP1094376	04/22/2013	04/22/2014	BODILY INJURY (Per person)	\$	
Р	ALL OWNED SCHEDULED						BODILY INJURY (Per accident)	\$	
- 1	NON-OWNED						PROPERTY DAMAGE (PER ACCIDENT)	\$	
	X HIRED AUTOS X AUTOS						(FER ADDIDERY)	s	
-	UMBRELLA LIAB OCCUR	-			_		EACH OCCURRENCE	s	4,000,00
С	EXCESS LIAB CLAIMS-MADE			XLS0093259	10/17/2013	10/17/2014	AGGREGATE	s	
	TwT	1						s	
-	WORKERS COMPENSATION						WC STATU- TORY LIMITS ER		
	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	5	
	OFFICER/MEMBER EXCLUDED?	N/A					E.L. DISEASE - EA EMPLOYER	\$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	s	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

JOB:14320 Palm Drive Desert Hot Springs CA 92240, License #763743, County of
Riverside is to be Included as Additional Insured per attached form.

CERTIF	CATE	HOLDER	₹

RIVERSI

CANCELLATION

County of Riverside 3133 Mission Inn. Avenue Riverside, CA 92507 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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COMMERCIAL GENERAL LIABILITY

POLICY NUMBER: MP0081003001163

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period.

A person or organization that qualifies as an "insured" under the above paragraph of this Endorsement shall be an additional insured solely with respect to such additional insured's liability for "bodily injury," property damage" or "personal and advertising injury" caused in whole or in part by your acts or omissions in the performance of "your work" for the additional insured on or at "commercial construction projects."

For the purposes of this Endorsement, "commercial construction projects" are defined as buildings or structures constructed for commercial use and also include apartments, hotels, homes for the aged, dormitories or barracks. However, "commercial construction projects" shall not include any building or structure which, in whole or in part, contains individual owner occupied units or dwellings.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Coverage provided by this policy to the Additional Insured(s) shown in the Schedule shall be primary insurance and any other insurance maintained by the Additional Insured(s) shall be excess and non-contributory, but only if required of the Named Insured and by written contract.

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Policy Number: MP0081003001163

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who Is An Insured is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
 - 2. Exclusions

This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, inspection, architectural or engineering activities.

- b. "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 site 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.

Coverage provided by this policy to the Additional Insured(s) shown in the Schedule shall be primary insurance and any other insurance maintained by the Additional Insured(s) shall be excess and non-contributory, but only if required of the Named Insured and by written contract.

MESA UNDERWRITERS SPECIALTY INSURANCE COMPANY

Endorsement # 2

Named Insured:	Vincor Construction Inc.		
Policy Number:	MP0081003001163	Effective Date:	
(The abov	e information is required only wh	en this form is added	after the policy is issued)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

If this policy is cancelled by the Company for any reason other than nonpayment of premium, the Company shall provide written notice 30 days before the effective date of cancellation to the person or organization shown in the Schedule below.

If this policy is cancelled by the Company because of nonpayment of premium, the company shall provide written notice 10 days before the effective date of cancellation to the person or organization shown in the Schedule below.

Proof of mailing will be sufficient proof of notice.

SCHEDULE

County of Riverside 3133 Mission Inn Avenue Riverside, CA 92507

All other terms and conditions of this policy remain unchanged.

Authorized Signature Date



CERTIFICATE OF LIABILITY INSURANCE

VINCO-1

OP ID: VC DATE (MM/DD/YYYY)

05/21/2014

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(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

	e terms and conditions of the polic rtificate holder in lieu of such endo					miamant on t	10 1011110010 0000 (IOI I	, u , (1) d	But to the
	PRODUCER				CONYACT NAME: PHONE (AG, No. Esti: (AG, No.):				
C C Roy Insurance Brokers, Inc 4309 Haclenda Drive, Suite 380									
Pleas	anton, CA 94688				E-MAIL ADDRESS:				
						NAURERIA) AFFO	RDING COVERAGE		NAIC #
					INSURER A Moss Un	36838			
INSUR	URED Vincor Construction, Inc.				INSURER B : Wesco insurance Company				25011
	Vincent Cortes 1609 E. McFadden Ave. @	٨			INSURER C : Scottada				41297
	Santa Ana, CA 92706-4316	^			INSURER D :	1			
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COV	ERAGES CE	RTIFL	CATI	E NUMBER:	INSURER # 1		REVISION NUMBER:		
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							GENERAL AGGREGATE	3	2,000,00
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OF AGG	5	2,000,00
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1	HIRED AUTOS AUTOS					1	(PER ACCIDENT)	3	
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- 1	AND EMPLOYERS' LIABILITY				1			_	
14	ANY PROPRIETOR/PARTNER/EXECUTIVE	NIA			1		E.L. EACH ACCIDENT	5	
	(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below				1		E.L. DISEASE - EA EMPLOYEE		
	DESCRIPTION OF OPERATIONS Delow		-				E.L. DISEASE - POLICY LIMIT	5	
							1		
JOB: Lice: Per Subr	RPTION OF OPERATIONS/LOCATIONS/VEHION 14320 Palm Drive Hot Desinse #763743. County of Rattached form. Thirty Dagogation for General Liab.	rt : Lver: / Ca:	Spri side	ngs CA 92240. is to be Include lation Endorsemen Attached.	d as Addition	al Insure Raiver of	d		
				RIVERSI	SHOULD ANY OF	THE ABOVE O	ESCRIBED POLICIES BE C	ANCEI	LED BEFORE
	County of Riverside 3133 Mission Inn. Avenu	9				N DATE THE	REOF, NOTICE WILL		
	Riverside, CA 92507				AUTRORIZED REPRESENTATIVE				

ACORD 25 (2010/05)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/20/2014

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 ADDITIONA the terms and conditions of the policy, certain policies of certificate holder in lieu of such endorsement(s).							
PRODUCER 657-667-0225 657-66	7-0227	CONTACT Profess	ional Insura	ance Associates Inc.			
Professional Insurance Associates Inc.	1-0221	PHONE (A/C, No. Ext): 657-6			657-6	667-0227	
Matles Insurance Agency Inc. (V2)		E-MAIL ADDRESS: Albert@)MatlesIns	COM	007-0	307-0227	
PO Box 1266				IDING COVERAGE		NAIC#	
San Carlos, CA 94070		INSURER A : Bench				41394	
	58-8199	A Transport of the Party of the			21/	23787	
Vincor Construction, Inc.	30-0133	INSURER B : Nationwide Mutual Insurance Company INSURER C :					
1609 E. McFadden Ave. Suite A		INSURER D :					
		INSURER E :					
Santa Ana, CA 92705		INSURER F:					
COVERAGES CERTIFICATE NUMB				REVISION NUMBER:			
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE L INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERI CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS S INSR LTR TYPE OF INSURANCE ADDL SUBR INSD WYD	M OR CONDITION URANCE AFFORDE	OF ANY CONTRACT ED BY THE POLICIE BEEN REDUCED BY	OR OTHER I	DOCUMENT WITH RESPE	CT TO D ALL	WHICH THIS	
COMMERCIAL GENERAL LIABILITY	POLICY NUMBER	(MM/DD/YYYY)	(MM/DD/YYYY)	EACH OCCURRENCE	s		
CLAIMS-MADE OCCUR				DAMAGE TO RENTED			
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UMBRELLA LIAB OCCUP				E40U 000UBBBU05			
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DED RETENTION \$		i		AGGREGATE			
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AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE TY/N		02/22/2014	02/22/2015		. 1.0	00 000	
A OFFICER/MEMBER EXCLUDED? Y N/A ✓	CST5004930	1		E.L. EACH ACCIDENT		00,000	
(Mandatory in NH) If yes describe under				E.L. DISEASE - EA EMPLOYEE			
DÉSCRIPTION OF OPERATIONS below				E.L. DISEASE - POLICY LIMIT	\$ 1,0	00,000	
					20		
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Addit	ional Remarks Schedul	e, may be attached if mor	e space is requir	ed)			
JOB: 14320 Palm Drive Desert hot Spring	s, CA 92240	. License #76	i3743. Cc	ounty Of Riverside	e is t	o be	
Included as Additional Insured per attache	ed form.						
·				15.			
CERTIFICATE HOLDER		CANCELLATION					
County Of Riverside				SCRIBED POLICIES BE CA			
3133 Mission Inn. Avenue		ACCORDANCE WI		REOF, NOTICE WILL E Y PROVISIONS.	DE DE	LIVERED IN	
Riverside, CA 92507							
	Ī	AUTHORIZED REPRESENTATIVE					

COMMERCIAL GENERAL LIABILITY

POLICY NUMBER: MP0081003001163

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – (FORM B)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (1) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period.

A person or organization that qualifies as an "insured" under the above paragraph of this Endorsement shall be an additional insured solely with respect to such additional insured's liability for "bodily Injury," property damage" or "personal and advertising injury" caused in whole or in part by your acts or omissions in the performance of "your work" for the additional insured on or at "commercial construction projects."

For the purposes of this Endorsement, "commercial construction projects" are defined as buildings or structures constructed for commercial use and also include apartments, hotels, homes for the aged, dormitories or barracks. However, "commercial construction projects" shall not include any building or structure which, in whole or in part, contains individual owner occupied units or dwellings.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

Coverage provided by this policy to the Additional Insured(s) shown in the Schedule shall be primary insurance and any other insurance maintained by the Additional insured(s) shall be excess and non-contributory, but only if required of the Named Insured and by written contract.

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Policy Number: MP0081003001163

COMMERCIAL GENERAL LIABILITY
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THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II Who is An insured is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.
- B. With respect to the insurence afforded to these additional insureds, the following additional exclusions apply:
 - 2. Exclusions

This insurance does not apply to:

- a. "Bodily Injury", "property damage" or "personal and advertising injury" adsing out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - (1) The preparing, approving, or falling to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 - (2) Supervisory, Inspection, architectural or engineering activities.

(X84)

- 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 site 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.

Coverage provided by this policy to the Additional Insured(s) shown in the Schedule shall be primary insurance and any other insurance maintained by the Additional Insured(s) shall be excess and non-contributory, but only if required of the Named Insured and by written contract.

POLICY NUMBER: MP0081003001163

COMMERCIAL GENERAL LIABILITY CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following: COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization to which you are obligated by virtue of a written contract to provide insurance such as is afforded by this policy, but only with respect to (I) occurrences taking place after such written contract has been executed and (2) occurrences resulting from work performed by you during the policy period, or occurrences resulting from the conduct of your business during the policy period.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHT'S OF RECOVERY AGAINST OTHERS TO US Condition (Section IV - COMMERCIAL GENERAL LIABILITY CONDITIONS) is smended by the addition of the following:

We walve any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Page 1 of 1

MESA UNDERWRITERS SPECIALTY INSURANCE COMPANY

Endo	200	ma	fr	#	2	

Named Insured: Vincor Construction Inc.

Policy Number: MP0081003001183 _ Effective Date: 13/19/2013

(The above information is required only when this form is added after the policy is issued)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

if this policy is cancelled by the Company for any reason other than nonpayment of premium, the Company shall provide written notice 30 days before the effective date of cancellation to the person or organization shown in the Schedule below.

If this policy is cancelled by the Company because of nonpsyment of premium, the company shall provide written notice 10 days before the effective date of cancellation to the person or organization shown in the Schedule below.

Proof of mailing will be sufficient proof of notice.

SCHEDULE

County of Riverside 3133 Mission Inh Avenue Riverside, CA 92507

All other terms and conditions of this policy remain unchanged.

12/19/2013 Authorized Signature Date

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