

FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: *[Signature]* 10/15/15
 Susana Garcia-Bocanegra
 FORM APPROVED COUNTY COUNSEL
 10/15/15
 GREGORY P. PRIAMOS
 DATE

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

511



FROM: Economic Development Agency

SUBMITTAL DATE:
October 15, 2015

SUBJECT: Sycamore Creek Paseo Lighting Project, County Service Area 152 Zone B - Approval of Contract through Easy Indefinite Quantity Contract with Comet Electric, Inc., and Estimated Project Budget, District 1, [\$325,000], County Service Area 152 Zone B Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize use of the Easy Indefinite Quantity Contract (EZIQC) sponsored by the National Joint Powers Alliance (NJPA) for a construction agreement with Comet Electric, Inc. (Comet) of Chatsworth, California, to complete the Sycamore Creek Paseo Lighting (Sycamore Lighting) Project, County Service Area (CSA) 152 Zone B;
2. Approve the attached construction agreement between the County of Riverside and Comet in the amount of \$247,446, and authorize the Chairman of the Board to execute the agreement on behalf of the county;
3. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies;

(Continued)

[Signature]

Robert Field
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 325,000	\$ 0	\$ 325,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

SOURCE OF FUNDS: County Service Area 152 Zone B Funds 100%
Budget Adjustment: Yes
For Fiscal Year: 2015/16

C.E.O. RECOMMENDATION:

APPROVE
 BY: *[Signature]*
 Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: N/A

District: 1

Agenda Number:

3-4

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

Economic Development Agency

FORM 11: Sycamore Creek Paseo Lighting Project, County Service Area 152 Zone B - Approval of Contract through Easy Indefinite Quantity Contract with Comet Electric, Inc., and Estimated Project Budget, District 1, [\$325,000], County Service Area 152 Zone B Funds 100%

DATE: October 15, 2015

PAGE: 2 of 4

RECOMMENDED MOTION: (Continued)

4. Approve an estimated project budget of \$325,000;
5. Approve and direct the Auditor-Controller to make corresponding budget adjustments as shown in Schedule A; and
6. Delegate project management authority for the project to the Assistant County Executive Officer/EDA in accordance with applicable Board policies.

BACKGROUND:

Summary

The Riverside County Board of Supervisors approved the adoption of a master park plan establishing in-lieu fees for the acquisition and capital improvement of recreational facilities. The community of Sycamore Creek is located within CSA 152 Zone B, and the project is funded through the established development in-lieu fees. The Sycamore Lighting project will improve approximately 2,000 linear feet of existing hardscape walkway with lighting and provide shade shelters to existing picnic tables. The project will provide the community enhanced visibility for visual safety and awareness when traversing the paseo.

On October 18, 2011, the Board of Supervisors ratified membership of the County of Riverside in the NJPA. The county's membership in NJPA allows participation in the EZIQC program, a contract procurement method that allows the Economic Development Agency to move more quickly to the construction phase of a project and expedite project delivery.

Comet, an approved EZIQC contractor, was provided the project for review and walked the job site with county personnel on May 12, 2015. Following review of the project site and contract documents, Comet submitted their proposal in accordance with the EZIQC contract in the amount of \$247,446. Approval of the project and construction agreement with Comet through this procurement method will expedite the delivery of the Sycamore Lighting project, CSA 152 Zone B.

Impact on Citizens and Businesses

The Sycamore Lighting project, CSA 152 Zone B, is funded through development in-lieu fees dedicated to capital improvements of recreational facilities within the region, therefore no county funds will be used for this project. The project will provide lighting to the existing paseo, improving pedestrian access and security and shade shelters over two existing picnic tables.

Contract History and Price Reasonableness

In accordance with the EZIQC contract, Comet provided a responsible and responsive proposal for the Sycamore Lighting project, CSA 152 Zone B. Cost reasonableness for the project is achieved through the fair market value of the construction goods and services established in the Construction Task Catalog being provided in a lump sum proposal for the costs adjustment factor that reduces the amount to ninety-four cents on the dollar.

Additional Fiscal Information

(Commences on Page 3)

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

Economic Development Agency

FORM 11: Sycamore Creek Paseo Lighting Project, County Service Area 152 Zone B - Approval of Contract through Easy Indefinite Quantity Contract with Comet Electric, Inc., and Estimated Project Budget, District 1, [\$325,000], County Service Area 152 Zone B Funds 100%

DATE: October 15, 2015

PAGE: 3 of 4

Additional Fiscal Information

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

PROJECT BUDGET LINE ITEMS	PHASE	PROJECT BUDGET AMOUNT
Architectural Design	1	0
Construction Management	2	0
Construction Contract	3	247,446
Offsite Construction	4	0
Project Management	5	19,734
Fixtures, Furnishings, Equipment	6	0
Other Soft Costs / Specialty Consultants	7	28,280
Project Contingency	8	29,540
Minor Construction	9	0
Project Budget		\$ 325,000

All costs associated with this project will be 100% funded through the CSA 152 Zone B Funds, thus no net county costs will be incurred.

Attachment:

Schedule A
Construction Agreement with Comet Electric, Inc.

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

Economic Development Agency

FORM 11: Sycamore Creek Paseo Lighting Project, County Service Area 152 Zone B - Approval of Contract through Easy Indefinite Quantity Contract with Comet Electric, Inc., and Estimated Project Budget, District 1, [\$325,000], County Service Area 152 Zone B Funds 100%

DATE: October 15, 2015

PAGE: 4 of 4

SCHEDULE A

Increase appropriations:

31570-915201-536780	Interfund Exp-Capital Projects	\$325,000
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Use of Fund Balance:

31570-915201- 322100	Rst for Construction/Cap Proj	\$325,000
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Bond No. 72BCSHG1962
PREMIUM: \$1,453.00

PERFORMANCE BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors has awarded Construction Contract Number EZIQC-CEI-FM05915006899 ("Contract") to Comet Electric, Inc. as Principal ("Principal") to perform the work ("Work") for the County Service Area 152 Zone B Sycamore Creek Paseo Lighting project, 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;

NOW THEREFORE, we, the Principal and HARTFORD FIRE 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 FORTY-SEVEN THOUSAND FOUR HUNDRED FORTY-SEVEN AND NO/100 Dollars (\$ 247,447.00 - - -), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all

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

If County determines that completion of the Contract by Surety or its agents or independent contractors must be performed by a lowest responsible bidder selected pursuant to a competitive bidding process, then Surety shall comply with such processes in accordance with the requirements of County and applicable laws. Unless otherwise approved by County, 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.

Affix Seal if Corporation

COMET ELECTRIC, INC.

(Firm Name – Principal)

21625 PRAIRIE ST.
CHATSWORTH, CA 91311

(Business Address)

By 

(Original Signature) Adam Saitman

President
(Title)

HARTFORD FIRE INSURANCE COMPANY

(Corporation Name – Surety)

Affix Corporate Seal

ONE POINTE DR.
BREA CA 92821

(Business Address)

By 

(Signature – Attached Notary's Acknowledgment)

MICHAEL D. STONE

ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Los Angeles)

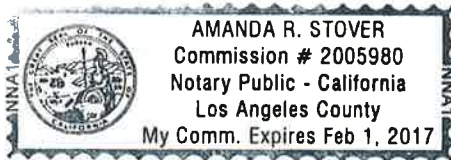
On 8/11/2015 before me, Amanda R. Stover, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Adam Saitman
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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County of Riverside)

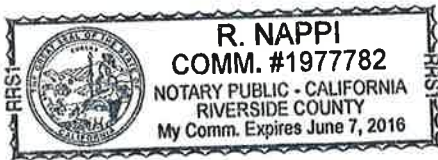
On 8/5/15 before me, R NAPPI "Notary Public"
Date Here Insert Name and Title of the Officer

personally appeared MICHAEL D. STONG
Name(s) of Signer(s)

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

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WITNESS my hand and official seal.



Signature R. Nappi
Signature of Notary Public

Place Notary Seal Above

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 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

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

Signer Is Representing: _____
Econo Fence, Inc.

Signer Is Representing: _____

EXECUTED IN FOUR COUNTERPARTS

Bond No. 72BCSHG1962
PREMIUM INCLUDED IN PERFORMANCE
BOND

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 has awarded Construction Contract Number EZIQC-CEI-FM05915006899 ("Contract") to Comet Electric, Inc. as Principal ("Principal") to perform the work ("Work") for the County Service Area 152 Zone B Sycamore Creek Paseo Lighting project;

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;

HARTFORD FIRE INSURANCE

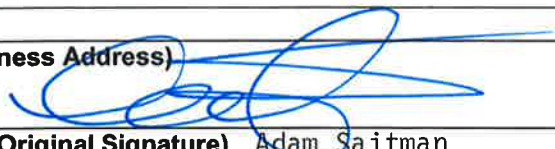
NOW THEREFORE, we, the Principal and COMPANY ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of TWO HUNDRED FORTY-SEVEN THOUSAND FOUR HUNDRED FORTY-SEVEN NO/100 Dollars (\$ 247,447.00 - - -), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

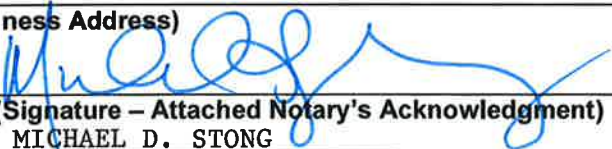
Surety, for value received, agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the Work to be performed thereunder, nor any rescission or attempted rescission of the Contract or this bond, nor any conditions precedent or subsequent in the bond or Contract 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.

COMET ELECTRIC, INC.
(Firm Name – Principal)
21625 PRAIRIE ST.
CHATSWORTH, CA 91311
(Business Address)
By 
(Original Signature) Adam Saitman
President
(Title)

Affix Seal if Corporation

HARTFORD FIRE INSURANCE COMPANY
(Corporation Name – Surety)
ONE POINTE DR.
BREA CA 92821
(Business Address)
By 
(Signature – Attached Notary's Acknowledgment)
MICHAEL D. STONG
ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

Affix Corporate Seal

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

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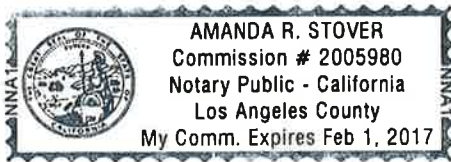
On 8/11/2015 before me, Amanda R. Stover, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Adam Saitman
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

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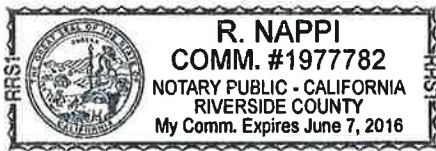
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personally appeared MICHAEL D. STONG
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature R. Nappi
Signature of Notary Public

Place Notary Seal Above

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 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____

Signer Is Representing: _____
Econo Fence, Inc.

Signer Is Representing: _____

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD

Bond T-4

One Hartford Plaza

Hartford, Connecticut 06155

call: 888-266-3488 or fax: 860-757-5835)

Agency Code: 72-254507

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited** :
Michael D. Stong, Rosemary Nappi, Jeremy Pendergast of RIVERSIDE, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on August 1, 2009, the Companies have caused these presents to be signed by its Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 12th day of July, 2012, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Kathleen T. Maynard

Kathleen T. Maynard
 Notary Public

My Commission Expires July 31, 2016

I, the undersigned, Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **8/5/15**
 Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President



- Company Profile
- Company Search
- Company Information
- Old Company Names
- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation
- Complaint and Request for Action/Appeals
- Contact Information

- Financial Statements PDF's
- Annual Statements
- Quarterly Statements
- Company Complaint
- Company Performance & Comparison Data
- Company Enforcement Action
- Composite Complaints Studies

- Additional Info
- Find A Company Representative In Your Area
- View Financial Disclaimer

COMPANY PROFILE

Company Information

HARTFORD FIRE INSURANCE COMPANY
ONE HARTFORD PLAZA
HARTFORD, CT 06115

Old Company Names

Effective Date

Agent For Service

NANCY FLORES
 818 WEST SEVENTH STREET
 SUITE 930
 LOS ANGELES CA 90017

Reference Information

NAIC #:	19682
California Company ID #:	0085-1
Date Authorized in California:	01/07/1870
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

back to top

NAIC Group List

NAIC Group #: 0091 HARTFORD FIRE & CAS GRP

Lines Of Business

The company is authorized to transact business within these lines of insurance. For an explanation of any of these terms, please refer to the glossary.

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- DISABILITY
- FIRE
- LEGAL INSURANCE
- LIABILITY
- MARINE
- MISCELLANEOUS

PLATE GLASS
SPRINKLER
SURETY
TEAM AND VEHICLE
WORKERS' COMPENSATION

back to top

© 2008 California Department of Insurance

CONTRACTOR'S CERTIFICATE REGARDING WORKERS'
COMPENSATION

Labor Code Section 3700 states:

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

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this state.

(b) By securing from the Director of Industrial Relations a certificate of consent to self-insure either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employee.

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

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

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

Comet Electric, Inc.

(Name of Contractor)

By:

Jason Pennington, Chief Financial Officer

(Name of Signer)



(Signature)

(In accordance with Article 5 (commencing at Section 1860), Chapter 1, Part 7, Division 2 of the Labor Code, the above certificate must be signed and filed with the awarding body prior to performing any work under this contract.)

DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of Comet Electric, Inc. ("Contractor") with authority to make the statements contained in this Declaration on behalf of the Contractor, hereby declare the following:

1. The Contractor's employer identification number for state tax purposes is 95-4435731.

2. The Contractor's workers' compensation insurance policy number is A-1CW-500514-12 and the name, address, and telephone number of the insurance carrier providing said insurance is: Old Republic General Insurance Corporation
225 S. Lake Avenue, Suite 900 Pasadena, CA 91101 626-683-5200.

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

Vehicle	Vehicle ID #	Vehicle Liability Insurance Policy Number (of policy covering vehicle)	Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)
see attached list of possible vehicles		A-1CA-500514-12	Old Republic General Ins. Co. 225 S. Lake Avenue, Suite 900 Pasadena, CA 91101 626-683-5200

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

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

COMET ELECTRIC VEHICLE LIST

VEHICLE DESCRIPTION	VIN#
1984 FORD DUMP	1FDPF82K5EVA59514
1987 GMC 7000 CONCRETE TRUCK	1GDG7D1BXHV506687
1997 FORD CRANE TRUCK 14 TON	1FDPF80C2VVA45114
1997 CHEVY C 3500 BUCKET TRUCK	1GBKC34J4VJ114609
1999 CHEV STAKE BED / SAW TRUCK	1GBKC34JXXF097935
2001 CHEVY C2500 UTILITY SERVICE TRUCK	1GBHC24U31Z323270
2003 DODGE RAM 1500 PICK UP	1D7HA16Z13J546869
2003 CHEV C3500 UTILITY SERVICE TRUCK	1GBJC34U13E268691
2003 CHEV C3500 UTILITY SERVICE TRUCK	1GBJC34U83E334962
2004 CHEV C3500 UTILITY SERVICE TRUCK	1GBJC34U44E208356
2004 FORD F750 CRANE TRUCK 15 TON	3FRXF75F15V184885
2006 FORD LOW CAB - STAKEBED	3FRLL45Z66V330120
2006 INTERNATIONAL 4200 COMPRESSOR	1HTMPAFM46H319170
2007 ACTERRA STERLING DUMP TRUCK	2FZACFCS37AY89714
2007 FORD F650 DUMP TRUCK	3FRWF65R07V511232
2008 STERLING SM DMP TRK COMPRESSOR	3F6WJ76A98G352162
2008 STERLING BULLET CONV55 BUCKET TRK	3F6WJ76A98G352632
2009 FORD F550 ST. LGT. TRUCK W/COMPRESSOR	1FDAF56R49EA98600
2010 FORD F150 REGULAR CAB	1FTMF1CW6AKE65166
2011 FORD F150 REGULAR CAB	1FTMF1CM8BKD11879
2011 FORD F550 ST. LTG. TRUCK W/COMPRESSOR	1FDUF5GT6BEA96098
2011 FORD F550 ST. LTG. TRUCK W/COMPRESSOR	1FDUF5GT1BEB53761
2011 FORD F550 ST. LTG. TRUCK W/COMPRESSOR	1FDUF5GT0BEC47095
2011 FORD F550 ST. LTG. TRUCK W/COMPRESSOR	1FDUF5GT3BEB91671
2011 FORD F550 ST. LTG. TRUCK W/COMPRESSOR	1FDUF5GT4BEC07635
2011 FORD F550 ST. LTG. TRUCK W/COMPRESSOR	1FDUF5GTXBEC32135
2011 FORD F550 DUMP TRUCK W/COMPRESSOR	1FDUF5GT5BEC41194
2011 FORD F550 DUMP TRUCK W/COMPRESSOR	1FDUF5GT0BEB69661
2011 FORD F150 REGULAR CAB	1FTMF1CM3BKD83993
2012 FORD F550 DUMP TRUCK W/COMPRESSOR	1FDUF5GT8CEA60138
2012 FORD F550 DUMP TRUCK W/COMPRESSOR	1FDUF5GT6CEA60137
2012 FORD F550 DUMP TRUCK W/COMPRESSOR	1FDUD5GT2CEA61060
2013 FORD F150 4X2 SUPERCAB	1FTFX1CT3DFC65712
2013 FORD F550 MECHANICS TRUCK	1FDUF5GT5DEB59792

<i>Total Number of Workers</i>	<i>Total Amount of Wages</i>	<i>Date(s) for Payment of Wages</i>
4	\$40,000	9/28/2015 - 12/10/2015

6. Check only one of the following boxes, as applicable:

The statement of number of workers declared in Paragraph 5, above, is a statement of the actual number of workers that will be employed.

The actual number of workers requested in Paragraph 5, above, is unknown and therefore the statement of number of workers declared therein is based on the Contractor's best estimate available at the time of submitting its Proposal, rather than the actual number of workers that will be employed and if and when the actual number of workers and the other information requested above is available, it will be reported to the County of Riverside by Bidder in writing.

7. The actual or estimated total number of persons who will be utilized as independent contractors to perform the Work of the Project that is the subject of the Contract (together with their known, current local, state, and federal contractor license identification numbers that each is required to have under local, state or federal laws or regulations) are as follows [Attach additional sheets, if needed.]:

<i>List of Independent Contractors</i>	<i>Current, local, state and federal contractor license identification number</i>
Tot Lot Pro's	967975

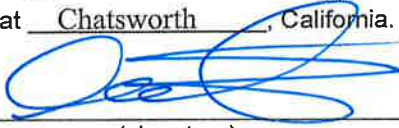
8. Check only one of the following boxes, as applicable:

The statement of number of independent contractors declared in Paragraph 7, above, is a statement of the actual number of independent contractors that will be utilized.

The actual number of independent contractors requested in Paragraph 7, above, is unknown and therefore the statement of number of independent contractors declared therein is based on the Contractor's best estimate available at the time of submitting its Proposal, rather than the actual number of independent contractors that will be utilized, and if and when the actual number of independent

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

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this 17th day of August, in the year 2015 at Chatsworth, California.



(signature)

Adam Saitman

Type Name of Signer:

Comet Electric, Inc.

Type Name of Bidder:

FORM APPROVED COUNTY COUNSEL 10/15
 BY: GREGORY P. PRIAMOS DATE

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



SUBMITTAL DATE:
 October 15, 2015

FROM: Economic Development Agency

SUBJECT: Sycamore Creek Paseo Lighting Project, County Service Area 152 Zone B - Approval of Contract through Easy Indefinite Quantity Contract with Comet Electric, Inc., and Estimated Project Budget, District 1, [\$325,000], County Service Area 152 Zone B Funds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize use of the Easy Indefinite Quantity Contract (EZIQC) sponsored by the National Joint Powers Alliance (NJPA) for a construction agreement with Comet Electric, Inc. (Comet) of Chatsworth, California, to complete the Sycamore Creek Paseo Lighting (Sycamore Lighting) Project, County Service Area (CSA) 152 Zone B;
2. Approve the attached construction agreement between the County of Riverside and Comet in the amount of \$247,447 and authorize the Chairman of the Board to execute the agreement on behalf of the county;
3. Authorize the Assistant County Executive Officer/EDA to administer the agreement in accordance with applicable Board policies;

(Continued)

Robert Field
 Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 325,000	\$ 0	\$ 325,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: County Service Area 152 Zone B Funds 100%				Budget Adjustment: Yes	
				For Fiscal Year: 2015/16	

C.E.O. RECOMMENDATION:

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

- A-30
- 4/5 Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: N/A

District: 1

Agenda Number:

Departmental Concurrence

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

Economic Development Agency

FORM 11: Sycamore Creek Paseo Lighting Project, County Service Area 152 Zone B - Approval of Contract through Easy Indefinite Quantity Contract with Comet Electric, Inc., and Estimated Project Budget, District 1, [\$325,000], County Service Area 152 Zone B Funds 100%

DATE: October 15, 2015

PAGE: 2 of 4

RECOMMENDED MOTION: (Continued)

4. Approve an estimated project budget of \$325,000;
5. Approve and direct the Auditor-Controller to make corresponding budget adjustments as shown in Schedule A; and
6. Delegate project management authority for the project to the Assistant County Executive Officer/EDA in accordance with applicable Board policies.

BACKGROUND:

Summary

The Riverside County Board of Supervisors approved the adoption of a master park plan establishing in-lieu fees for the acquisition and capital improvement of recreational facilities. The community of Sycamore Creek is located within CSA 152 Zone B, and the project is funded through the established development in-lieu fees. The Sycamore Lighting project will improve approximately 2,000 linear feet of existing hardscape walkway with lighting and provide shade shelters to existing picnic tables. The project will provide the community enhanced visibility for visual safety and awareness when traversing the paseo.

On October 18, 2011, the Board of Supervisors ratified membership of the County of Riverside in the NJPA. The county's membership in NJPA allows participation in the EZIQC program, a contract procurement method that allows the Economic Development Agency to move more quickly to the construction phase of a project and expedite project delivery.

Comet, an approved EZIQC contractor, was provided the project for review and walked the job site with county personnel on May 12, 2015. Following review of the project site and contract documents, Comet submitted their proposal in accordance with the EZIQC contract in the amount of \$247,447. Approval of the project and construction agreement with Comet through this procurement method will expedite the delivery of the Sycamore Lighting project, CSA 152 Zone B.

Impact on Citizens and Businesses

The Sycamore Lighting project, CSA 152 Zone B, is funded through development in-lieu fees dedicated to capital improvements of recreational facilities within the region, therefore no county funds will be used for this project. The project will provide lighting to the existing paseo, improving pedestrian access and security and shade shelters over two existing picnic tables.

Contract History and Price Reasonableness

In accordance with the EZIQC contract, Comet provided a responsible and responsive proposal for the Sycamore Lighting project, CSA 152 Zone B. Cost reasonableness for the project is achieved through the fair market value of the construction goods and services established in the Construction Task Catalog being provided in a lump sum proposal for the costs adjustment factor that reduces the amount to ninety-four cents on the dollar.

Additional Fiscal Information

(Commences on Page 3)

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

Economic Development Agency

FORM 11: Sycamore Creek Paseo Lighting Project, County Service Area 152 Zone B - Approval of Contract through Easy Indefinite Quantity Contract with Comet Electric, Inc., and Estimated Project Budget, District 1, [\$325,000], County Service Area 152 Zone B Funds 100%

DATE: October 15, 2015

PAGE: 3 of 4

Additional Fiscal Information

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

PROJECT BUDGET LINE ITEMS	PHASE	PROJECT BUDGET AMOUNT
Architectural Design	1	0
Construction Management	2	0
Construction Contract	3	247,446
Offsite Construction	4	0
Project Management	5	19,734
Fixtures, Furnishings, Equipment	6	0
Other Soft Costs / Specialty Consultants	7	28,280
Project Contingency	8	29,540
Minor Construction	9	0
Project Budget		\$ 325,000

All costs associated with this project will be 100% funded through the CSA 152 Zone B Funds, thus no net county costs will be incurred.

Attachment:

Schedule A

Construction Agreement with Comet Electric, Inc.

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

Economic Development Agency

FORM 11: Sycamore Creek Paseo Lighting Project, County Service Area 152 Zone B - Approval of Contract through Easy Indefinite Quantity Contract with Comet Electric, Inc., and Estimated Project Budget, District 1, [\$325,000], County Service Area 152 Zone B Funds 100%

DATE: October 15, 2015

PAGE: 4 of 4

SCHEDULE A

Increase appropriations:		
31570-915201-536780	Interfund Exp-Capital Projects	\$325,000
Use of Fund Balance:		
31570-915201-321101	Restricted Program Money	\$325,000

EZIQC SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

EZIQC CEI FM05915006899

COUNTY SERVICE AREA 152 ZONE B SYCAMORE CREEK PASEO
LIGHTING PROJECT



PREPARED BY
COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY

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EZIQC Work Order Construction Contract - County & Contractor	<u>8</u>
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Declaration of Sufficiency of Funds	<u>3</u>
Supplemental General Conditions of the Standard Form NJPA IQC-Work Order Contract (EZIQC) between County & Contractor	<u>113</u>
Plans and Specifications by (Name of Architect/Engineer)	<u>SET</u>
Construction Task Catalog & Technical Specifications (CD)	<u>ON FILE WITH EDA</u>

MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER



This Agreement, made and entered into this 1 day of September, 2011,
by and between National Joint Powers Alliance®, hereinafter 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 premises, mutual terms, covenants, provisions, and conditions hereafter set forth, it is agreed by and between the parties as follows:

Whereas, the NJPA is created by Minnesota Statute §123A.21 (with membership further defined in M.S. §471.59) to serve cities, counties, towns, public or private schools, political subdivisions of Minnesota or another state, another state, any agency of the State of Minnesota or the United States including instrumentalities of a governmental unit and all non-profits; and

Whereas, NJPA's purpose as defined in M.S. §123A.21 is to assist in meeting specific needs of clients which could be better provided by NJPA than by the members themselves; and

Whereas, the NJPA Board of Directors has established the ability for an "Applicant" desiring to participate in NJPA contracts and procurement programs to become a Participating Member; and

Whereas, the NJPA Board of Directors has determined that Participating Members will have no financial or organizational liability to NJPA or to its organizational activities;

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 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 either party elects to dissolve the Agreement by written notice.

THEREFORE, IN WITNESS THEREOF,

the parties hereto have executed this Agreement the day and year written above.

National Joint Powers Alliance®
200 1st Street NE, Suite 1
Staples, MN 56479

Member Name:

By Bob Buster
AUTHORIZED SIGNATURE
BOB BUSTER
TITLE **CHAIRMAN, BOARD OF SUPERVISORS**
DATE **OCT 18 2011**
DATE

[Signature]
AUTHORIZED SIGNATURE
EXECUTIVE DIRECTOR
TITLE
9/1/11
DATE

FORM APPROVED COUNTY COUNSEL
BY: [Signature]
NEAL R. KIPNIS
DATE 9/22/11

CECIA HARPER-IHEM, Clerk
By [Signature]
DEPUTY

09/21/2010

OCT 18 2011 3:13



INDEFINITE QUANTITY CONSTRUCTION AGREEMENT

IFB NUMBER: CA-SL10D-082013-CEI

GEOGRAPHIC AREA Orange

This Agreement dated August 20, 2013, by and between the National Joint Powers Alliance, hereinafter referred to as NJPA and Comet Electric, Inc. at the following address 7760 Deering, Canoga Park, CA 91304.

hereinafter referred to as the CONTRACTOR.

WITNESSETH: NJPA and CONTRACTOR for the consideration hereafter agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

- A. Contract Documents: This Agreement; the IFB Documents; (Book 1 - Project Information, Instructions to Bidders and Execution Documents; Book 2 - IQCC Standard Terms and Conditions and General Conditions; Book 3 - Construction Task Catalog (CTC), Book 4 - Technical Specifications) and Addenda thereto, the Bid Deposit, all payment and performance bonds (if any), material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Work Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Work Order Proposal Packages, etc.) issued hereunder.
- B. The terms and conditions of a Purchase Order issued by an NJPA Member in connection with any Work Order, including supplemental technical specifications referenced therein, shall govern.

- C. The Contractor shall, within two (2) business days of receipt of a Purchase Order from an NJPA Member, provide notification to NJPA or their designated representative of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@EZIQC.com or via facsimile to (864) 233-9100.
- D. The Contractor shall, within two (2) business days of sending an Invoice to an NJPA Member, provide notification to NJPA or their designated representative of each Invoice by forwarding a copy of the Invoice via email to Invoice@EZIQC.com or via facsimile to (864) 233-9100.

ARTICLE 2. SCOPE OF WORK

- A. The Contractor shall provide the services required to develop each Work Order in accordance with the procedures for developing Work Orders set forth in the IQCC Standard Terms and Conditions and the Contract Documents.
- B. Each Work Order developed in accordance with this Agreement will be issued in connection with a Purchase Order by an individual NJPA Member. The Purchase Order will reference the Work Order and require the Contractor to perform the Detailed Scope of Work within the Work Order Completion Time for the Work Order Price.
- C. It is anticipated that the Contractor will perform Work primarily in the Geographic Area set forth above. However, the parties may agree that the Contractor can perform Work in a different Geographic Area at its current Adjustment Factors.

ARTICLE 3. THE AGREEMENT PRICE

- A. This Agreement is an indefinite-quantity contract for construction/roofing work and services. The Estimated Annual Value of this Agreement is \$ 2,000,000. This is only an estimate and may increase or decrease at the discretion of the NJPA.
- B. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the unit price appearing therein multiplied by the following Adjustment Factors:
 - a. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the unit price appearing therein multiplied by the following Adjustment Factors **TO BE ENTERED BY NJPA:**
 - a. Normal Working Hours Prevailing Wage: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

0.9405

(Specify to four (4) decimal places)

- b. Other Than Normal Working Hours Prevailing Wage: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.0486
(Specify to four (4) decimal places)

- c. Normal Working Hours Non Prevailing Wage: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

0.9405
(Specify to four (4) decimal places)

- d. Other Than Normal Working Hours Non Prevailing Wage: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.0486
(Specify to four (4) decimal places)

- e. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1.2973
(Specify to four (4) decimal places)

ARTICLE 4. TERM OF THE AGREEMENT

- A. The base term shall be one year with three one year options. The total term of the Contract shall not exceed four years. The Contractor may withdraw from the Agreement on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. NJPA may, for any reason, terminate this Agreement at any time.
- B. All Purchase Orders issued during a term of this Agreement shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Agreement apply to each Purchase Order.

ARTICLE 5. SOFTWARE LICENSING

- A. NJPA selected The Gordian Group's (Consultant) software, data and services (IQCC System) for their IQCC program. The system includes Consultant's proprietary PROGEN®, eGordian® and/or ezIQCC® IQCC applications (IQCC Applications) and construction cost data (Construction Task Catalog®), which shall be used by the Contractor to prepare and submit Price Proposals, subcontractor lists, and other requirements specified by NJPA and NJPA Members. The Contractor shall be required to agree to Consultant's IQCC System License to obtain access to Consultant's IQCC Applications. The Contractor's use, in whole or in part, of Consultant's IQCC Applications and Construction Task Catalog and other proprietary materials provided by Consultant for any purpose other than to execute work under this Contract for NJPA and NJPA Members is strictly prohibited unless otherwise stated in writing by Consultant. The Contractor hereby agrees to abide by the terms of the following IQCC System License:

ARTICLE 6. IQCC SYSTEM LICENSE

Consultant hereby grants to the Contractor, and the Contractor hereby accepts from Consultant for the term of this Contract or Consultant's contract with NJPA, whichever is shorter, a non-exclusive right, privilege, and license to Consultant's proprietary IQCC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to NJPA and NJPA Members under this Contract ("Limited Purpose"). The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Consultant's IQCC Applications and support documentation, Construction Task Catalog, training materials and any other proprietary materials provided to Contractor by Consultant. In the event this Contract expires or terminates as provided herein, or the Consultant's contract with NJPA expires or terminates, this IQCC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Consultant.

Contractor acknowledges that Consultant shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Consultant in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Agreement by Contractor will result in irreparable harm to Consultant for which monetary damages would be an inadequate remedy, and Consultant shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or

NATIONAL JOINT POWERS ALLIANCE®
Book 1 – Project Information, Instructions to Bidders and Execution Documents

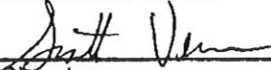
equity. In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.

In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Agreement or any Job Order purchase order or similar purchasing document issued by NJPA or an NJPA Member, this IQCC System License shall take precedence.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

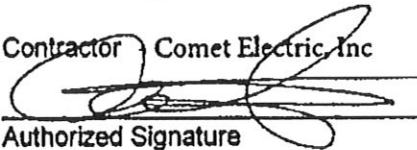
By:

National Joint Powers Alliance



Authorized Signature

Contractor Comet Electric, Inc



Authorized Signature

Adam Saitman, President

Print Name

Contract Number: CA-SL10D-082013-CE1 (assigned by NJPA)



Work Order Signature Document

NJPA EZIQC Contract No.: CA-SL10D-082013-CEI

New Work Order Modify an Existing Work Order

Work Order Number: eziqc-CEI-FM05915006899 Work Order Date: 07/27/2015

Work Order Title: Bollard Replacement Project eziqc-CEI-FM05915006899

Owner Name: EDA County of Riverside Contractor Name: Comet Electric, Inc.

Contact: Erik Sydow Contact:

Phone: 951-955-8274 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-SL10D-082013-CEI.

Brief Work Order Description:

EDA CSA will remove all bushes and plants. •Prior to ordering, the Contractor shall mark proposed bollard locations for approval. EDA will have the ability to add/delete at that point. For bidding purposes, please assume one bollard at every 20' and at key locations identified in the field. •EDA CSA will repair any irrigation damage. •EDA CSA will determine contact for Edison Pedestal and verify we can connect. •EDA / Contractor needs to figure out the total electrical load and to be safe upsize at least 1 gauge for futures. Attached is a recent Edison bill for past usage comparison.

Time of Performance Estimated Start Date: 09/28/2015 Estimated Completion Date: 12/10/2015

Liquidated Damages Will apply: Will Not apply:

Work Order Firm Fixed Price: \$247,446.45

Detailed Scope of Work

To: Keith Berson
Comet Electric
No Data Input
No Data Input,
818-340-0965

From: Erik Sydow
EDA County of Riverside
3403 Tenth St. Suite 500
Riverside, CA 92501
951-955-8274

Date Printed: July 27, 2015

Work Order Number: ezIQc-CEI-FM05915006899

Work Order Title: Bollard Replacement Project ezIQc-CEI-FM05915006899

Brief Scope:

- EDA CSA will remove all bushes and plants.
- Prior to ordering, the Contractor shall mark proposed bollard locations for approval. EDA will have the ability to add/delete at that point. For bidding purposes, please assume one bollard at every 20' and at key locations identified in the field.
- EDA CSA will repair any irrigation damage.
- EDA CSA will determine contact for Edison Pedestal and verify we can connect.
- EDA / Contractor needs to figure out the total electrical load and to be safe upsize at least 1 gauge for futures. Attached is a recent Edison bill for past usage comparison.

Preliminary

Revised

Final

The following items detail the scope of work as discussed at the site. All requirements necessary to accomplish the items set forth below shall be considered part of this scope of work.

Contractor Tasks

1. Layout bollard locations and conduit routing.
2. Verify existing service cabinet can be utilized for project.
3. Modify existing service for new access.
4. Request clearing and grubbing, removal of bushes and plants.
5. Trench and place conduit, pull boxes. Close, compact and restore open trench at the end of each work day.
6. Prepare and pour bollard foundations.
7. Prepare and pour shelter foundations.
8. Place conduit to shelter locations.
9. Install bollards.
10. Install shelters.
11. Place wire to bollards.
12. Place wire to shelters.
13. Energize and test circuits.
14. Burn test lighting.
15. Complete final restoration and clean up.

Subcontractor Information

Shelter Installation - Tot Lot Pros 14660 Mallory Drive Fontana CA 92335

Warranties:

The Contractor agrees to provide all warranties described in the contract documents, project titled, Bollard Replacement Project as well as **all warranty work required by the State Contractor's License Board.**

Also, special or extended warranties included in this Work Order are listed below and included in the contract:

Detailed Scope of Work Continued..

Work Order Number: ezIQC-CEI-FM05915006899

Work Order Title: Bollard Replacement Project ezIQC-CEI-FM05915006899

No special or extended warranties are part of this work order.

Approvals

As per Associated Standard form of Construction Contract between County & Contractor.

Signatures below acknowledge review..

Contractor

Date

Owner - Project Manager

Date

Contractor's Price Proposal - Summary

Date: July 27, 2015

Re: IQC Master Contract #: CA-SL10D-082013-CEI
Work Order Number: ezIQC-CEI-FM05915006899
NJPA Number: 031111.00
Title: Bollard Replacement Project ezIQC-CEI-FM05915006899
Contractor: Comet Electric, Inc.
Proposal Value: \$247,446.45

01 - General Requirements	\$36,698.75
03 - Concrete	\$2,372.46
05 - Metals	\$1,648.56
12 - Furnishings	\$107,869.20
16 - Electrical	\$60,766.18
26 - Electrical	\$22,283.41
31 - Earthwork	\$8,206.13
33 - Utilities	\$7,601.76

Proposal Total **\$247,446.45**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 68.15%

Contractor's Price Proposal - Detail

Date: July 27, 2015

Re: IQC Master Contract #: CA-SL10D-082013-CEI
 Work Order Number: ezIQC-CEI-FM05915006899
 NJPA Number: 031111.00
 Title: Bollard Replacement Project ezIQC-CEI-FM05915006899
 Contractor: Comet Electric, Inc.
 Proposal Value: \$247,446.45

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		

01 - General Requirements

1	01 22 16 00-0002		EA	Reimbursable Fees Reimbursable fees will be paid to the contractor for the actual cost, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The labor cost involved in obtaining all permits is in the Adjustment Factor. The base cost of the Reimbursable Fee is \$1.00. The quantity used will adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, each one shall be listed separately with a comment in the "note" block to identify the Reimbursable Fees (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.	\$4,192.50
			Installation	Quantity 3,900.00 x Unit Price 1.00 x Factor 1.0750 = Total 4,192.50	
			User Note:	Bond / Fees cost.	
2	01 22 20 00-0030		HR	Electrician Tasks in the CTC include appropriate costs to cover labor. These tasks will be requested specifically by the owner for miscellaneous work not covered in the CTC.	\$16,859.63
			Installation	Quantity 250.00 x Unit Price 69.87 x Factor 0.9652 = Total 16,859.63	
			User Note:	Labor to transport, prepare, set, provide electrical connection and test of bollard. 5 hours per bollard.	
3	01 22 23 00-0863		WK	1-1/2 Ton, 4 x 2 Flat Bed Truck With Full-Time Truck Driver	\$9,187.77
			Installation	Quantity 3.00 x Unit Price 3,173.01 x Factor 0.9652 = Total 9,187.77	
			User Note:	Flatbed utility truck with air compressor, generator, tools. Also transports crew and material. Remains onsite daily.	
4	01 22 23 00-0877		WK	4 CY Rear Dump Truck With Full-Time Truck Driver	\$5,991.09
			Installation	Quantity 2.00 x Unit Price 3,103.55 x Factor 0.9652 = Total 5,991.09	
			User Note:	Brings in materials (as does flatbed). Removes spoils ("non-compactable" material).	
5	01 22 23 00-0891		WK	500 To 600 Gallon Water Trailer With Pump	\$467.76
			Installation	Quantity 2.00 x Unit Price 242.31 x Factor 0.9652 = Total 467.76	
			User Note:	For compaction and clean up.	

Subtotal for 01 - General Requirements \$36,698.75

03 - Concrete

6	03 31 13 00-0042		CF	Hand Mix And Place Concrete For use where conventional equipment access is limited or when directed by the owner.	\$2,372.46
			Installation	Quantity 100.00 x Unit Price 24.58 x Factor 0.9652 = Total 2,372.46	
			User Note:	Mix concrete on walkway for bollard foundation.	

Subtotal for 03 - Concrete \$2,372.46

Contractor's Price Proposal - Detail Continued..

Work Order Number: ezIQC-CEI-FM05915006899
 Work Order Title: Bollard Replacement Project ezIQC-CEI-FM05915006899

05 - Metals

7	05 05 23 00-0007	EA	1/2" Diameter x 18" Length, Plain Steel, J-Type Cast In Place Anchor Bolt				\$1,451.66
			Quantity	Unit Price	Factor	Total	
		Installation	200.00 x	7.52 x	0.9652 =	1,451.66	
		User Note: Bollard attachment to foundation.					
8	05 05 23 00-0007	0011 MOD	For Galvanized, Add				\$297.28
			Quantity	Unit Price	Factor	Total	
		Installation	200.00 x	1.54 x	0.9652 =	297.28	
		User Note:					
9	05 05 23 00-0007	0014 MOD	For >50 To 100, Deduct				-\$100.38
			Quantity	Unit Price	Factor	Total	
		Installation	200.00 x	-0.52 x	0.9652 =	-100.38	
		User Note:					

Subtotal for 05 - Metals \$1,648.56

12 - Furnishings

10	12000-0001	LS	ICON Shelter Sysyems, Inc. CQ14M Shelter				\$107,869.20
			Quantity	Unit Price	Factor	Total	
		NPP Installation	1.00 x	83,149.00 x	1.2973 =		
		User Note: Quotes attached.					

Subtotal for 12 - Furnishings \$107,869.20

16 - Electrical

11	16000-0112	EA	Bollard Concrete 8 Inch LED				\$60,766.18
			Quantity	Unit Price	Factor	Total	
		NPP Installation	50.00 x	936.81 x	1.2973 =	60,766.18	
		User Note: No labor or equipment for this line item is included.					

Subtotal for 16 - Electrical \$60,766.18

26 - Electrical

12	26 05 19 16-0273	MLF	#10 AWG Cable - Type THHN-THWN 600 V Copper, Single Stranded, Placed In Conduit				\$965.18
			Quantity	Unit Price	Factor	Total	
		Installation	1.50 x	666.65 x	0.9652 =	965.18	
		User Note: Wire from 4 AWG line to bollard. Spliced in pull box.					
13	26 05 19 16-0276	MLF	#4 AWG Cable - Type THHN-THWN 600 V Copper, Single Stranded, Placed In Conduit				\$9,377.63
			Quantity	Unit Price	Factor	Total	
		Installation	5.40 x	1,799.21 x	0.9652 =	9,377.63	
		User Note: Wire mainline.					
14	26 05 33 13-1453	LF	2" Schedule 40 PVC Conduit With Glued Couplings, Direct Burial				\$6,358.74
			Quantity	Unit Price	Factor	Total	
		Installation	1,800.00 x	3.66 x	0.9652 =	6,358.74	
		User Note: Lateral and branch conduit.					
15	26 05 33 13-1463	EA	1" Schedule 40 PVC Conduit 90 Degree Elbow, Direct Burial				\$1,467.57
			Quantity	Unit Price	Factor	Total	
		Installation	104.00 x	14.62 x	0.9652 =	1,467.57	
		User Note: Elbow out of pull box and bollard foundation.					

Contractor's Price Proposal - Detail Continued..

Work Order Number: ezIQC-CEI-FM05915006899
 Work Order Title: Bollard Replacement Project ezIQC-CEI-FM05915006899

26 - Electrical

16	26 05 33 13-1466	EA	2" Schedule 40 PVC Conduit 90 Degree Elbow, Direct Burial						\$2,676.62
			Installation	Quantity	Unit Price	Factor	=	Total	
				112.00	24.76	0.9652		2,676.62	
				x	x				
		User Note:	Elbow out of pull box, service point and as needed.						
17	26 05 83 00-0003	EA	#4 AWG Compression Connection, Tape Wrapped Low Voltage, To 600 Volts						\$1,437.67
			Installation	Quantity	Unit Price	Factor	=	Total	
				150.00	9.93	0.9652		1,437.67	
				x	x				
		User Note:	Splicing in pull box of 10 AWG to 4 AWG and 4 AWG to 4 AWG as needed.						

Subtotal for 26 - Electrical **\$22,283.41**

31 - Earthwork

18	31 23 16 13-0007	CY	Excavation For Trenching By Hand In Soil Includes stockpiling excess materials and trimming sides and bottom of trench.						\$5,878.07
			Installation	Quantity	Unit Price	Factor	=	Total	
				60.00	101.50	0.9652		5,878.07	
				x	x				
		User Note:	Hand trench where trench machine cannot. Hand trench for bollard foundation, pull box and at service point. Additional labor for back filling and restoration less plants.						
19	31 23 16 13-0031	LF	4" Wide, 24" Deep Trench, Medium Soil, Chain Trencher						\$1,806.85
			Installation	Quantity	Unit Price	Factor	=	Total	
				1,800.00	1.04	0.9652		1,806.85	
				x	x				
		User Note:	Lateral trench performed following clearing and grubbing by others.						
20	31 23 16 13-0043	LF	Backfill 4" Wide, 24" Deep Trench, With Compaction						\$521.21
			Installation	Quantity	Unit Price	Factor	=	Total	
				1,800.00	0.30	0.9652		521.21	
				x	x				
		User Note:	Initial cost to backfill and compact.						

Subtotal for 31 - Earthwork **\$8,206.13**

33 - Utilities

21	33 71 19 00-0017	EA	Body, CALTRANS 3-1/2 Precast Concrete Pull Box						\$4,890.55
			Installation	Quantity	Unit Price	Factor	=	Total	
				56.00	90.48	0.9652		4,890.55	
				x	x				
		User Note:	Smallest typical street light type pull box. Allows for splicing of conductors. Will be buried below surface for theft prevention. Gravel bottom.						
22	33 71 19 00-0019	EA	Bolt Down Concrete Cover, CALTRANS 3-1/2 Precast Concrete Pull Box						\$2,711.21
			Installation	Quantity	Unit Price	Factor	=	Total	
				56.00	50.16	0.9652		2,711.21	
				x	x				
		User Note:	Bolt down for theft prevention of wire.						

Subtotal for 33 - Utilities **\$7,601.76**

Proposal Total **\$247,446.45**

This total represents the correct total for the proposal. Any discrepancy between line totals, sub-totals and the proposal total is due to rounding.

The Percentage of NPP on this Proposal: 68.15%

Subcontractor Listing

Date: July 27, 2015
Re: IQC Master Contract #: CA-SL10D-082013-CEI
 Work Order Number: ezIQc-CEI-FM05915006899
 NJPA Number: 031111.00
 Title: Bollard Replacement Project ezIQc-CEI-FM05915006899
 Contractor: Comet Electric, Inc.
 Proposal Value: \$247,446.45

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00



**EZIQC WORK ORDER
CONSTRUCTION CONTRACT
BETWEEN COUNTY AND CONTRACTOR**

by and between

[COMET ELECTRIC, INC.]

(the "Contractor")

And

THE COUNTY OF RIVERSIDE

(the "County")

FOR:

**[COUNTY SERVICE AREA 152 ZONE B SYCAMORE CREEK PASEO LIGHTING PROJECT
WORK ORDER # EZIQC-CEI-FM05915006899]**

NEAR 25240 MAYHEW CANYON ROAD, CORONA, CA 92883

EZIQC WORK ORDER CONSTRUCTION CONTRACT FOR EZIQC
BETWEEN COUNTY AND CONTRACTOR

THIS EZIQC WORK ORDER CONSTRUCTION CONTRACT BETWEEN COUNTY AND CONTRACTOR ("Work Order Agreement") is entered into as of the date of the last signature on the signature page of this contract, by and between THE COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County") and Comet Electric, Inc., a corporation ("Contractor") whose principal place of business is located at 21625 Prairie Street Chatsworth, California 91311.

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 Seventy-Five (75) 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 Ten (10) Calendar 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 Five Hundred Dollars (\$2,500) 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 Five Hundred Dollars (\$500) per Day as liquidated damages for each Day for which Contractor is entitled under the Contract Documents to a Contract Adjustment extending the Contract Time for Substantial Completion due to Compensable Delay, with no additional amount added thereto or calculated thereon for Allowable Markup or any other markup for overhead or profit to Contractor or any Subcontractor, of any Tier.

3.3.3 Payment by County. A Change Order or Unilateral Change Order setting forth a Contract Adjustment to the Contract Price for liquidated damages permitted by this Section 3.3 shall be executed following, and not before, actual Substantial Completion and prior to or contemporaneously with Final Completion. Notwithstanding any other provision of the Contract Documents to the contrary and without limitation to the County's rights of withholding payment to Contractor as permitted elsewhere in the Contract Documents or under Applicable Laws, any amounts due to the Contractor under this Section 3.3 shall be payable as part of, and not prior to the due date for payment of, Final Payment to Contractor.

3.3.4 Deleted Work. A Contract Adjustment shall be made pursuant to Subparagraph 8.2.6.2 of the Supplementary General Conditions reducing the Contract Price and Contract Time in the event that the Contract Time is shortened due to (1) Deleted Work; or (2) a termination by County of a portion of the Construction Contract for convenience or due to an Event of Contractor Default.

3.3.5 Termination. County shall have no liability to Contractor to pay any liquidated damages under this Section 3.3, nor shall County have any other liability to Contractor or any Subcontractor for any Loss due to Delay (including, without limitation, Compensable Delay) in the event the Construction Contract is wholly terminated (whether such termination 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 PAYABLE TO CONTRACTOR UNDER THIS SECTION 3.3.

**ARTICLE 4
CONTRACTOR COMPENSATION**

4.1 CONTRACT PRICE

4.1.1 Contract Price. County shall pay the Contractor in current funds for the Contractor's performance of the Work in accordance with the Contract Documents the Contract Price, exclusive of Contract Adjustments, of Two Hundred Forty-Seven Thousand, Four Hundred Forty-Seven Dollars (\$247,447).

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 Work Order Agreement 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 EZIQC Work Order Construction Contract 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 Work Order Construction Contract Between County and Contractor (Short Form).

5.1.3 Specifications. The Contract Documents include the following Specifications:

Title	Date	Divisions
N/A	N/A	N/A

5.1.4 Drawings. The Contract Documents include the following Drawings dated [date], 20[xx], unless a different date is shown below:

Sheet Number	Title	Date	Pages
N/A	N/A	N/A	N/A

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 four (4) originals of this Construction Contract, on _____ [to be filled in by Clerk of the Board].

[SIGNATURES ON FOLLOWING PAGE]

"COUNTY"

COUNTY OF RIVERSIDE

By: _____ Dated _____

Marion Ashley
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: _____ Dated _____
Deputy

(SEAL)

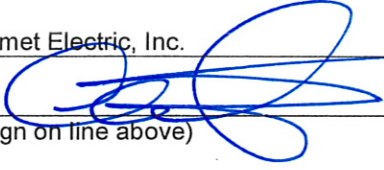
APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By: Marsha L. Victor Dated 10-6-15
Principal Deputy County Counsel

"CONTRACTOR"

Comet Electric, Inc. _____



(sign on line above)

By: Adam Saitman
(type name)

Title: President _____

The following information must be provided concerning the Contractor:

State whether Contractor is corporation, individual, partnership, joint venture or other:
Corporation _____

If "other", enter legal form of business:

Enter address:
21625 Prairie Street
Chatsworth, CA 91311

Telephone: 818-340-0965
Facsimile: 818-340-4033
Email: joemeidl@cometelectric.com

Employer State
Tax ID #: 95-4435731

State Contractor License #: 681827

DIR Registration #: 100005203

If Contractor is not an individual or corporation, list names of 4 representatives who have authority to contractually bind Contractor:
n/a

If Contractor is a corporation, state:
Name of President: Adam Saitman
Name of Secretary: Adam Saitman
State of Incorporation: CA

SUPPLEMENTAL GENERAL CONDITIONS OF
THE STANDARD FORM NJPA IQC-WORK ORDER CONTRACT (EZIQC)
BETWEEN COUNTY AND CONTRACTOR

(LONG FORM)

TABLE OF CONTENTS

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SUPPLEMENTAL GENERAL CONDITIONS OF
THE STANDARD FORM NJPA IQC-WORK ORDER CONTRACT (EZIQC)
BETWEEN COUNTY AND CONTRACTOR

(LONG FORM)

ARTICLE 1
GENERAL PROVISIONS

1.1 DEFINITIONS-GENERAL

1.1.1 **Acceptance of a Work Order.** Acceptance is when the County determines all the requirements of an individual Work Order have been completed. Execution of the Notice of Completion will signify Acceptance. A copy of the Notice of Completion will be sent to the Contractor after execution by the County. Upon receipt of the Notice of Completion, the Contractor will be relieved of the duty of protecting the work, and the County will initiate final settlement and payment.

1.1.2 **Act of God.** "Act of God" means earthquake, natural flood, tornado or other unusually severe natural or weather phenomenon occurring at the Site and causing Delay to performance of the Work at the Site; provided, however, that precipitation and winds shall not be an Act of God unless it exceeds in any given month the 10-year average of monthly levels as established by the National Oceanic and Atmospheric Administration ("NOAA") according to NOAA's records of measurable precipitation and winds taken at NOAA's recording station located within the Riverside County basin area that is nearest to the Site.

1.1.3 **Addendum.** "Addendum" means written or graphic information (including, without limitation, Drawings or Specifications) issued prior to the NJPA Bid Closing Deadline, which modifies or interprets the Bidding Documents by additions, deletions, clarifications or corrections.

1.1.4 **Adjustment Factor.** The Contractor's competitively bid price adjustment to the unit prices as published in the Construction Task Catalog associated with the applicable NJPA bid process. All adjustment factors are expressed as an increase or decrease from the published prices.

1.1.5 **Admitted Surety.** "Admitted Surety" means a surety insurer that is duly certified pursuant to California Insurance Code §995.120 to transact business as a surety in the State of California.

1.1.6 **Applicable Laws.** "Applicable Laws" means all statutes, ordinances, rules, regulations, policies and guidelines enacted by Governmental Authorities (including, without limitation, Environmental Laws and Disability Laws), codes adopted or promulgated by Governmental Authorities (including, without limitation, building and health and safety codes), lawful orders of Governmental Authorities and common law, including, but not limited to, principles of equity applied by the courts of the State of California, which are in effect at the time the Work is performed.

1.1.7 **Application for Payment.** "Application for Payment" means Contractor's itemized application for Progress Payment or Final Payment prepared, submitted and substantiated in accordance with the requirements of the Contract Documents.

1.1.8 **Architect.** "Architect" means the design professional retained by County that is primarily responsible for the preparation of the Drawings and Specifications for the Project.

1.1.9 **Assistant CEO/EDA.** "Assistant CEO/EDA" means the Assistant CEO for the Economic Development Agency, or his/her designee.

1.1.10 **Award.** "Award" means either (1) a minute order duly adopted by the Board of Supervisors approving County's entering into the Construction Contract with Contractor or (2) execution of the Construction Contract by the Clerk of the Board.

1.1.11 **Bid.** "Bid" means the completed and signed Bid Form and other Bid Submittals submitted by a Bidder to the NJPA in response to the Invitation for Bids (IFB) and in accordance with the NJPA Instructions to Bidders.

1.1.12 **Bid Amount.** "Bid Amount" means the dollar amount of the Adjustment Factor that is used as the basis for determining which Bidder has submitted the lowest Bid price for purposes of Award pursuant to the NJPA's chosen method of Award set forth in the NJPA Contract Documents and Instructions to Bidders.

1.1.13 **Bid Bond.** "Bid Bond" means alternative form of Bid Security submitted by a Bidder that consists of a surety bond issued by a Surety in accordance with the NJPA Bidding and Contract Documents.

1.1.14 **Bid Closing Deadline.** "Bid Closing Deadline" means the deadline (date and time) for receipt of Bids by the NJPA that is stated in the NJPA Bidding and Contract Documents, as adjusted by Addendum.

1.1.15 **Bid Form.** "Bid Form" means the form prescribed by the NJPA Bidding Documents to be completed and signed by a Bidder showing the Adjustment Factor(s) of its Bid.

1.1.16 **Bid Security.** "Bid Security" means a deposit of cash, certified or cashier's check or bond submitted by a Bidder in accordance with the NJPA Bidding Documents guaranteeing that if Award is made to the Bidder, the Bidder will enter into the Construction Contract and furnish the Performance Bond and Payment Bond and other Post-Award Submittals in accordance with the NJPA and County Contract Documents.

1.1.17 **Bid Submittal.** "Bid Submittal" means a document that Bidder is required by the NJPA Bidding Documents to submit with or as part of its Bid.

1.1.18 **Bidder.** "Bidder" means a person or entity submitting a Bid for Award of the NJPA Construction Contract.

1.1.19 **Bidding Documents.** "Bidding Documents" means the following collection of documents prepared and issued by NJPA relating to the NJPA Contract:

- .1 NJPA Invitation for Bid Documents (IFB);
- .2 NJPA Project Information;
- .3 NJPA Instructions to Bidders;
- .4 NJPA Execution Documents;
- .5 NJPA IQCC Standard Terms and Conditions and Contract General Conditions
- .6 Specifications;
- .7 Construction Task Catalogue (General Construction (B) - July 2013)
- .8 Addenda;
- .9 Reference Documents;
- .10 Safety Program; and

.11 those documents, or those portions or provisions of documents, that, although not listed in Subparagraph 1.1.19.2 through Subparagraph 1.1.19.9, above, are expressly cross-referenced therein or attached thereto, including, without limitation, all documents submitted by Contractor as part of its NJPA Bid, Post-Award Submittals, or subsequently awarded NJPA IQC Construction Contracts between the County and the Contractor.

1.1.20 **Board of Supervisors.** "Board of Supervisors" means the Board of Supervisors for the County of Riverside.

1.1.21 **Change.** "Change" means a modification, change, addition, substitution or deletion in the Work or in Contractor's means, methods, manner, time or sequence of performing the Work arising from any cause or circumstances, including, without limitation, either directly at the request of County or constructively by reason of other circumstances. Use of the term "Change," in any context, in the Contract Documents shall not be interpreted as implying that Contractor is entitled to a Contract Adjustment on any basis other than as permitted by the terms of the Contract Documents for Compensable Change, Deleted Work or Compensable Delay. Change Order. "Change Order" means a written instrument, signed in accordance with the requirements of the General Conditions and Supplemental General Conditions of the Standard Form NJPA IQC-Work Order Contract (EZIQC) Between County and Contractor (Supplemental General Conditions), setting forth the agreement of County and Contractor on the terms of a Contract Adjustment.

1.1.22 **Change Order Request.** "Change Order Request" means Contractor's written request for a Contract Adjustment pursuant to Paragraph 7.6.2, below.

1.1.23 **Claim.** "Claim" means a written demand or assertion by Contractor seeking, as a matter of right, an interpretation of contract, payment of money, recovery of damages or other relief. A Claim does not include the following: (1) tort claims for personal injury or death; (2) stop payment notice claims; (3) a determination of the right of County to specific performance or injunctive relief to compel performance; (4) a determination of the right of County to suspend, revoke or limit the Contractor's Prequalification status or rating or to debar Contractor from bidding or contracting with County; or (5) a determination of the right of County under Applicable Laws to terminate the Construction Contract and/or recovery of penalties imposed upon Contractor for violation of statutory obligations under Public Contract Code §4100 *et seq.*

1.1.24 **Close-Out Documents.** "Close-Out Documents" means all Record Documents, warranties, guarantees, technical information, operations manuals, replacement parts, excess and attic stock and other documents (including, without limitation, electronic versions and hard copies) and things required to be submitted by Contractor under the Contract Documents as a condition of Final Completion or Final Payment.

1.1.25 **Compensable Change.** "Compensable Change" means circumstances involving the performance of Extra Work:

.1 that are the result of

(1) Differing Site Conditions,

(2) amendments or additions to Applicable Laws, which amendments or additions are enacted after the Bid Closing Deadline,

(3) a Change requested by County in accordance with the conditions of authorization applicable to Compensable Changes set forth in Article 7, below, or

(4) other circumstances involving a Change in the Work for which Contractor is given under the Contract Documents a specific and express right to a Contract Adjustment to the Contract Price;

.2 that are not caused, in whole or in part, by an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, or violation of an Applicable Law, or by a failure of Contractor or a Subcontractor, of any Tier, to comply with the Contract Documents;

.3 for which a Contract Adjustment is neither prohibited by nor waived under the terms of the Contract Documents; and

.4 that if performed would require Contractor to incur additional and unforeseeable Allowable Costs that would not have been required to be incurred in the absence of such circumstances.

1.1.26 **Compensable Delay.** "Compensable Delay" means a Delay to the critical path of activities affecting Contractor's ability to achieve Substantial Completion of the entirety of the Work within the Contract Time:

.1 that is the result of

(a) a Compensable Change,

(b) the active negligence of County, Architect, a County Consultant or a Separate Contractor,

(c) a breach by County of an obligation under the Contract Documents, or

(d) other circumstances involving Delay for which Contractor is given under the Contract Documents a specific and express right to a Contract Adjustment adjusting the Contract Price;

.2 that is not caused, in whole or in part, by an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, or a violation of an Applicable Law, or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents; and

.3 for which a Contract Adjustment to the Contract Time is neither prohibited by nor waived under the terms of the Contract Documents.

Construction Change Directive. "Construction Change Directive" means a written instrument signed in accordance with the requirements of Article 7, below, that: (1) directs the performance of a Change that does not involve a Contract Adjustment; (2) establishes a mutually agreed basis for compensation to Contractor for a Compensable Change under circumstances where performance of the Compensable Change needs to proceed in advance of the County performing a full evaluation of the Contractor's rights relative to a Contract Adjustment; or (3) directs performance of Work or a Change with respect to which there exists a dispute or question regarding the terms of a Contract Adjustment.

1.1.27 **Work Order Construction Schedule.** "Construction Schedule" means the detailed, critical path schedule prepared by Contractor in accordance with the requirements of the Contract Documents showing Contractor's plan for performance of the Work within the Contract Time.

1.1.28 **Construction Task Catalog (CTC).** This is a comprehensive listing of specific repair or remodeling tasks together with a specific unit of measurement and a unit price.

1.1.29 **Contract Adjustment.** "Contract Adjustment" means an adjustment, additive or deductive, to the Contract Price or Contract Time, or Work Order that is permitted by the Contract Documents due to circumstances constituting a Compensable Change, Compensable Delay or Deleted Work.

1.1.30 **Contract Documents.** "Contract Documents" means the following collection of documents:

.1 Standard Form of Construction Contract for EZIQC Between County and Contractor (**EZIQC Contract**);

.2 NJPA Addenda;

.3 NJPA Membership Agreement;

- .4 NJPA Indefinite Quantity Construction Agreement;
- .5 NJPA IFB;
- .6 NJPA Book 1 (Project Information, Instructions to Bidders & Execution Documents);
- .7 NJPA Book 2-IQCC Standard Terms and Conditions and General Conditions (**EZIQC General Conditions**);
- .8 EZIQC Work Order & Detailed Scope Documents
- .9 Supplemental General Conditions of the Standard Form EZIQC-Work Order Contract Between County and Contractor (**Supplemental EZIQC General Conditions**)
- 10. Construction Task Catalogue (CTC) (General Construction (B), July 2013
- .11 Change Orders;
- .12 Unilateral Change Orders;
- .13 Construction Change Directives;
- .14 Safety Program;
- .15 other documents that comprise exhibits, attachments or riders to the documents listed in preceding Subparagraph 1.1.35.1 through Subparagraph 1.1.35.11, above;
- .16 executed Declaration of Sufficiency of Funds;
- .17 Modifications;
- .18 Reference Documents; and
- .19 if the NJPA Bidding Documents limit bidding to Prequalified Bidders, those written representations, obligations or responsibilities made, acknowledged or assumed by the Bidder as part of the applicable Prequalification conducted by NJPA, including, without limitation, any continuing obligations assumed by Contractor to disclose false or misleading information, report changes in ownership or management and comply with minimum safety requirements.

1.1.31 **Contract Price.** "Contract Price" means the dollar amount set forth in the EZIQC Contract as the total compensation payable by County to Contractor for complete performance by Contractor in accordance with the Contract Documents of the Work and other obligations assumed by Contractor under the Contract Documents.

1.1.32 **Contract Time.** "Contract Time" means the total number of Days set forth in the EZIQC Contract within which Contractor is obligated to achieve Substantial Completion and/or Final Completion of the Work, as extended or shortened by Contract Adjustments.

Contractor. "Contractor" means the person or entity identified by County as the NJPA Bidder receiving Award of an NJPA Indefinite Quantity Construction Agreement.

Contractor Amount. "Contractor Amount" means the component amount calculated on behalf of Contractor pursuant to Paragraph 15.1.5, below, that is used to determine the total net amount payable to Contractor or County in the event of a partial or full termination or discontinuance of the Work.

1.1.33 **Contractor's Own Expense.** "Contractor's Own Expense" means that Contractor agrees to assume sole responsibility to pay and be responsible for any resulting or associated Loss and Delay, without any Contract Adjustment and without any other form of compensation or reimbursement, of any kind, by County.

1.1.34 **County.** "County" means the County of Riverside, a political subdivision of the State of California.

1.1.35 **County Amount.** "County Amount" means the component amount calculated on behalf of County pursuant to Paragraph 15.1.5, below, that is used to determine the total net amount payable to Contractor or County in the event of a partial or full termination or discontinuance of the Work.

1.1.36 **County Consultant.** "County Consultant" means a consultant, other than Architect, engaged by County (or engaged as a subconsultant to the Architect or a County Consultant) to provide professional advice to County with respect to the design, construction or management of the Project.

1.1.37 **County Review Date.** "County Review Date" means an end date set forth in the Construction Schedule or Submittal Schedule within which County, Architect or a County Consultant is to provide information, review documents or render decisions, approvals or disapprovals.

1.1.38 **County Review Period.** "County Review Period" means a period of time set forth in the Construction Schedule or Submittal Schedule within which County, Architect or a County Consultant is to provide information, review documents or render decisions, approvals or disapprovals.

1.1.39 **County Risk Manager.** "County Risk Manager" means the individual employee of the County acting as its risk manager.

1.1.40 **County Website.** "County Website" means the website maintained by County at <http://www.rivcoeda.org>.

1.1.41 **Date of Commencement.** "Date of Commencement" means the starting date used for calculation of the Contract Time, and is the date, no earlier than the first working day following issuance of the first Work Order Notice to Proceed, issued by the County.

1.1.42 **Day.** "Day", whether capitalized or not, and unless otherwise specifically provided, means calendar day, including weekends and Holidays.

1.1.43 **Declaration of Sufficiency of Funds.** "Declaration of Sufficiency of Funds" means the declaration, in the form included in the Bidding Documents, required to be submitted by Contractor under circumstances where Contractor has not executed a collective bargaining agreement covering the workers who will be employed to perform the Work.

1.1.44 **Defective Work.** "Defective Work" means materials, equipment, labor, workmanship, construction services or other construction work comprising the Work by Contractor or a Subcontractor that (1) is faulty, omitted, incomplete, or deficient, or (2) does not conform to Applicable Laws, the Contract Documents, or the requirements of any inspection, reference standard, test, code or approval specified in the Contract Documents.

1.1.45 **Delay.** "Delay" means any circumstances involving delay, disruption, hindrance or interference.

1.1.46 **Deleted Work.** "Deleted Work" means Work that is eliminated or its scope or cost reduced pursuant to a Change Order or Unilateral Change Order.

1.1.47 **Department of Industrial Relations.** "Department of Industrial Relations" means The Department of Industrial Relations of the State of California.

1.1.48 **Design Discrepancy.** “Design Discrepancy” means an error, omission, conflict, ambiguity, lack of coordination or noncompliance with Applicable Laws contained in the Bidding Documents, Contract Documents, Reference Documents or other information made available by County to Contractor prior to or after the Bid Closing Deadline.

1.1.49 **Design Documents.** “Design Documents” means all originals, copies and drafts of plans, drawings, tracings, specifications, programs, reports, calculations, presentation materials, models, building information models and other writings or materials containing designs, specifications or engineering information related to the Work or Project prepared by Architect, County Consultants, Contractor, Separate Contractors or Subcontractors including, without limitation, computer aided design materials, electronic data files and paper copies. The term “Design Documents” includes both the written documents and all building and other designs depicted therein.

1.1.50 **Design Intent.** “Design Intent” means the general intended design objectives of the Design Documents prepared by Architect and County Consultants, as described in Paragraph 1.2.1, below.

1.1.51 **Designation of Subcontractors.** “Designation of Subcontractors” means the list of proposed Subcontractors prepared by the Bidder pursuant to California Public Contract Code §§4100 et seq.

1.1.52 **Differing Site Condition.** “Differing Site Condition” means an unforeseen condition that constitutes a basis for Contract Adjustment pursuant to Paragraph 4.3.8, below.

1.1.53 **Disability Laws.** “Disability Laws” means applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements of any Government Authority, which regulate, relate to or impose liability or standards of conduct with respect to, or accessibility for, persons with disabilities, including, without limitation, the Americans with Disabilities Act (42 USCA §§ 12101 et seq.) and the Fair Housing Amendments Act of 1988 (42 USCA §§ 3604 et seq.).

1.1.54 **Discovery Date.** “Discovery Date”, generally used in reference to Contractor’s obligation to give written notice of certain facts, conditions or circumstances, means the earlier of the dates that Contractor or any Subcontractor either: (1) discovered such facts, conditions or circumstances; or (2) should have discovered such facts, conditions or circumstances in the exercise of the level of care required by the terms of the Standard of Performance.

1.1.55 **Drawings.** “Drawings” means graphic and pictorial documents showing the design, location and dimensions of the Project, and generally includes plans, elevations, subparagraphs, details, schedules and diagrams. The term “Drawings” is used interchangeably with “Plans”.

1.1.56 **EDA.** “EDA” means the Economic Development Agency for the County of Riverside.

1.1.57 **Environmental Laws.** “Environmental Laws” means all applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees and permits or other requirements of any Governmental Authority, which regulate, relate to, or impose liability or standards of conduct concerning any Hazardous Substance (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof), occupational or environmental conditions on, under, or about the Site or Existing Improvements (including, without limitation, soil, groundwater, and indoor and ambient air conditions), environmental protection (natural or manmade resources), or occupational health or industrial hygiene (but only to the extent related to Hazardous Substances on, under, or about the Site or Existing Improvements), as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 U.S.C.A. §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 [42 U.S.C.A. §§ 6901 et seq.]; the Clean Water Act (also known as the Federal Water Pollution Control Act) [33 U.S.C.A. §§ 1251 et seq.]; the Toxic Substances Control Act [15 U.S.C.A. §§ 2601 et seq.]; the Hazardous Substances Transportation Act [49 U.S.C.A. §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 U.S.C.A. §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 U.S.C.A. §§ 6901 et seq.]; the Clean Air Act [42 U.S.C.A. §§ 7401 et seq.]; the Safe Drinking Water Act [42 U.S.C.A. §§ 300f et seq.]; the Solid Waste Disposal Act [42 U.S.C.A. §§ 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 U.S.C.A. §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 U.S.C.A. §§ 11001 et seq.]; the Occupational Safety and Health Act [29 U.S.C.A.

§§ 655 and 657]; the Residential Lead-Based Paint Exposure Act (Title X of the Housing and Community Development Act of 1992) [15 U.S.C.A. §§ 2681 et seq.]; the Lead-Based Paint Poisoning Prevention Act [42 U.S.C.A. §§ 4821 et seq.]; the Federal Endangered Species Act, the California Endangered Species Act, the Migratory Bird Treaty Act, the National Environmental Policy Act, the California Environmental Quality Act, Porter Cologne Water Quality Act (California Water Code §§ 13000 et seq), and all similar federal, state or local laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements.

1.1.58 **Escrow Agent.** "Escrow Agent" means an entity serving as escrow agent pursuant to California Public Contract Code §22300 in connection with the deposit of securities or retention.

1.1.59 **Escrow Bid Documents.** "Escrow Bid Documents" means all written documentation and electronic files reflecting the basis for and calculation of a Bid, including, without limitation, estimates, quantity take-offs, price quotations, product data, pricing data, memoranda, narratives, add/deduct sheets and reports (including, without limitation, reports on conditions at, under, or in the vicinity of the Site). The term "Escrow Bid Documents" does not include copies of Bidding Documents if they are not needed to comply with the requirements of the Bidding Documents applicable to submission of Escrow Bid Documents.

1.1.60 **Event of Contractor Default.** "Event of Contractor Default" means any of the events constituting default by Contractor as set forth in Paragraph 15.1.1, below.

1.1.61 **Evidence of Insurance.** "Evidence of Insurance" means the statement, completed by Bidder in the form included in the Bidding Documents, evidencing the Bidder's compliance with the insurance requirements of the Bidding Documents.

1.1.62 **Excusable Delay.** "Excusable Delay" means a Delay, other than a Compensable Delay, to Contractor's ability to achieve Substantial Completion or Final Completion of the Work within the Contract Time that is: (1) not caused, in whole or in part, by an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents; (2) unforeseeable, unavoidable and beyond the control of Contractor and the Subcontractors, of every Tier; and (3) the result of a Force Majeure Event. Without limitation to the foregoing, neither the bankruptcy, insolvency nor financial inability of Contractor or a Subcontractor, of any Tier, nor any failure by a Subcontractor, of any Tier, to perform any obligation imposed by contract or Applicable Laws shall constitute a ground for Excusable Delay.

1.1.63 **Existing Improvements.** "Existing Improvements" means all improvements located on the Site as of the acceptance date of the Detailed Scope of Work, whether above or below the surface of the ground, including, but not limited to, existing buildings, utilities, infrastructure improvements and other facilities.

1.1.64 **Extra Work.** "Extra Work" means labor, materials, equipment, services or other work, not reasonably inferable by Contractor or its Subcontractors from the design and other information set forth in the Bidding Documents, the performance of which requires the expenditure by Contractor of additional and unforeseen Allowable Costs. References to Extra Work shall not be interpreted to mean or imply that Contractor is entitled to a Contract Adjustment unless such Extra Work constitutes a Compensable Change.

1.1.65 **Final Completion, Finally Complete.** "Final Completion" and "Finally Complete" mean the point at which the following conditions have occurred with respect to an individual Work Order:

.1 the Work is fully completed, including all minor corrective, or "punch list," items;

.2 all permits, approvals and certificates by Governmental Authorities, such as, but not necessarily limited to, a permanent or temporary certificate of occupancy required to occupy and use the Work have been issued free of any conditions that are the result of an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents;

.3 the Work and the related portions of the Site have been thoroughly cleared of all construction debris and cleaned in accordance with the requirements of the Contract Documents, including, but not necessarily

limited to where applicable, the following: removal of temporary protections; removal of marks, stains, fingerprints and other soil and dirt from painted, decorated and natural-finished woodwork and other Work; removal of spots, plaster, soil and paint from ceramic tile, marble and other finished materials; all surfaces, fixtures, cabinet work and equipment are wiped and washed clean and in an undamaged, new condition; all aluminum and other metal surfaces are cleaned in accordance with recommendations of the manufacturer; and all stone, tile and resilient floors are cleaned thoroughly in accordance with the manufacturer's recommendations and buff dried by machine to bring the surfaces to sheen;

.4 all conditions set forth in the Contract Documents for Substantial Completion of the Work have been, and continue to be, fully satisfied;

.5 all conditions pertaining to the Work and required for the release of County's obligations (including, but not limited to, release of County's bond obligations) to Governmental Authorities (including, but not limited to, matters involving grading, flood control, public works, transportation and traffic) have been satisfied; and

.6 Contractor has delivered to County all Close-Out Documents.

1.1.66 Final Completion Punch List. "Final Completion Punch List" means the list of minor items of Work to be completed or corrected by Contractor for Final Completion.

1.1.67 Final Payment. "Final Payment" means payment by County to Contractor of the entire unpaid balance of the Work Order Price due to Contractor following Final Completion, less the amount retained per the contract.

1.1.68 Force Majeure Event. "Force Majeure Event" means, and is restricted to, any the following: (1) Acts of God occurring at the Site; (2) terrorism or other acts of a public enemy; (3) orders of Governmental Authorities (including, without limitation, unreasonable and unforeseeable Delay in the issuance of permits or approvals by Governmental Authorities that are required for the Work); (4) epidemics or quarantine restrictions; (5) strikes and other organized labor action occurring at the Site and the effects thereof on the Work to the extent such strikes and other organized labor action are beyond the control of Contractor and its Subcontractors, of every Tier, and to the extent the effects thereof cannot be avoided by use of replacement workers or implementation of a dual gate system of entry to the Site; or (6) unusual shortages in materials that are supported by documented proof that (a) Contractor made every effort to obtain such materials from all available sources, (b) such shortage is due to the fact that such materials are not physically available from single or multiple sources or could have been obtained only at exorbitant prices entirely inconsistent with current rates taking into account the quantities involved and the usual industry practices in obtaining such quantities, and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated as of the Bid Closing Deadline.

1.1.69 Fragnet. "Fragnet" means a contemporaneous, fragmentary scheduling network, which graphically identifies the sequencing of all critical and non-critical new activities and/or activity revisions affected by a Compensable Delay or Excusable Delay with logic ties to all affected existing activities noted on the Construction Schedule, that isolates and quantifies a time impact of a specific issue, determines and demonstrates any such specific Delay in relation to past and/or other current Delays and provides a method for incorporating all Contract Adjustments to the Contract Time into an update of the approved Construction Schedule.

1.1.70 General Conditions. "General Conditions" means the herein set forth general terms and conditions governing performance of the Work.

1.1.71 General Requirements. "General Requirements" means the portion of the Specifications so titled setting forth additional requirements for administration of the Work.

1.1.72 Good Faith Determination. "Good Faith Determination" means a determination made by the Assistant CEO/EDA or other authorized representative of County, which he/she believes in good faith to be a proper exercise of County's rights and to have a reasonable basis in fact, whether or not such determination is in fact proper, reasonable or correct or adjudged to be so.

1.1.73 **Governmental Authority.** "Governmental Authority" means the United States, the State of California, the County of Riverside (acting in its regulatory, rather than proprietary, capacity), the City in which the Project is located, any other local, regional, state or federal political subdivision, authority, agency, department, commission, board, bureau, court, judicial or quasi-judicial body, and any legislative or quasi-legislative body, or instrumentality of any of them, which exercises jurisdiction over the Project, Work, Site, Contractor or County, including, without limitation, any Governmental Authority having jurisdiction to review and approve or reject the Contract Documents or the Work based on compliance or non-compliance with Applicable Laws.

1.1.74 **Governmental Authority Review Period.** "Governmental Authority Review Period" means a period of time set forth in the Construction Schedule or Submittal Schedule for Governmental Authority review, and/or approval, of the Work.

1.1.75 **Guarantee To Repair Period.** "Guarantee To Repair Period" means the period of time set forth in Section 13.3, below, for repair or replacement of Defective Work.

1.1.76 **Hazardous Substance.** "Hazardous Substance" means either of the following: (1) any chemical, material or other substance defined as or included within the definition of "hazardous substances," "hazardous wastes," "extremely hazardous substances," "toxic substances," "toxic material," "restricted hazardous waste," "special waste," "contamination" or words of similar import under any Environmental Law, including, without limitation, the following: petroleum (including crude oil or any fraction thereof), asbestos, asbestos-containing materials, polychlorinated biphenyls ("PCBs") and PCB-containing materials, whether or not occurring naturally; or (2) any substance that because of its quantity, concentration or physical or chemical characteristics poses a significant present or potential hazard to human health and safety or to the environment, and which has been determined by any Governmental Authority to be a hazardous waste or hazardous substance.

1.1.77 **Holiday.** "Holiday" means a Day recognized by County as being a legal holiday for its staff and employees.

1.1.78 **Indemnitees.** "Indemnitees" means those persons or entities listed in Paragraph 3.18.1, below, as the "Indemnitees".

1.1.79 **Inspector of Record.** "Inspector of Record" means a person designated by the County to perform inspections on behalf of the County, who may be an employee or an independent consultant to County.

1.1.80 **Installation Subcontractor.** "Installation Subcontractor" means a Subcontractor who performs a portion of the Work that includes providing substantial, rather than minor and incidental, services for the installation of temporary or permanent materials, equipment or facilities at the Site.

1.1.81 **Instructions to Bidders.** "Instructions to Bidders" means the portion of the Bidding Documents setting forth the requirements to be followed by Bidders in preparing and submitting Bids.

1.1.82 **Intellectual Property Rights.** "Intellectual Property Rights" means all intellectual property rights, including, without limitation, patent, trademark, trade dress, copyright, industrial design rights, priority rights and trade secrets.

1.1.83 **Work Order.** Means a firm, fixed priced, lump sum order issued by the County under the EZIQC Contract to a Contractor with an approved NJPA Indefinite Quantity Construction Agreement. The Work Order will set forth a definite project scope of work as compiled from the Construction Task Catalog to be performed pursuant to the EZIQC Contract.. A Work Order, minimally, consists of plans, shop drawings, permits, specifications and the Scope of Work required to complete the Work. The County, in cooperation with the Gordian Group, will be responsible for the development of the Work Order as well as the observation and acceptance of the Work contained within the Work Order. The County will review the Contractor's Proposal and if acceptable, shall sign the Work Order, submit the EZIQC Contract to the Board of Supervisors for approval and issue a Notice to Proceed for the work described therein. Each Work Order will include a detailed Scope of Work, a firm fixed price proposal from the Contractor, a time duration for the completion of the Work and any special conditions that might apply to that specific Work Order. There is no minimum value associated with an individual Work Order and the maximum value shall be in accordance with the NJPA Indefinite Quantity Construction Agreement.

1.1.84 **Work Order Amount.** The dollar amount stated in the Work Order payable by County to Contractor. The Work Order Amount is a firm-fixed price and may not be increased or decreased. Work may be added to or deleted from a project utilizing an additive or deductive Supplemental Work Order as back up to an authorized County Change Order.

1.1.85 **NJPA Indefinite Quantity Construction Agreement().** A competitively bid, fixed period, fixed unit price and indefinite quantity contract between the NJPA and the Contractor that provides for the use of Work Orders for public works or maintenance projects. Work is accomplished under the individually awarded EZIQC Contracts approved by the Board of Supervisors until the fixed period or the Maximum Contract Amount of the NJPA Indefinite Quantity Construction Agreement is reached, whichever comes first. See also the definitions for “Contract” and “Contract Documents” set forth respectively in this Section.

1.1.86 **Work Order Proposal.** Also sometimes referred to in the Contract Documents as a “Proposal”, is the Contractor’s irrevocable offer to perform all Work associated with a Work Order. It refers to the Contractor prepared document quoting a firm fixed-price and schedule for the completion of a specific Scope of Work. The Contractor’s Proposal must be on forms provided by the County and in an electronic version compatible with the County’s systems, including but not limited to, e-Gordian. The Proposal may also contain approved drawings, work schedule, permits, or other such documentation as the County might require for a specific Work Order.

1.1.87 **Work Order Time.** The duration of time, stated in number of days, as set forth in an individual Work Order. Work Order Time is the stated number of days the Contractor has to perform the tasks set forth in the Work Order. Work Order Time can also mean more or less days than the original number of days stated in the Work Order if the Work Order is modified by a Change Order with a Supplemental Work Order as part of the backup documentation.

1.1.88 **Key Personnel, Key Persons.** “Key Personnel” and “Key Persons” mean those individuals employed by Contractor as described in Paragraph 3.8.1, below, and any replacements thereto approved by County, whose personal performance is deemed of the essence to the Construction Contract.

1.1.89 **Loss, Losses.** “Loss” and “Losses” mean any and all economic and non-economic losses, costs, liabilities, claims, damages, cost escalations, actions, judgments, settlements, expenses, fines, penalties and punitive damages including, without limitation, full and actual attorney’s fees (including, without limitation, attorney’s fees for trial and on appeal), expert and non-expert witness fees, arbitrator and arbitration fees, court costs (statutory and non-statutory), and mediation and mediator fees.

1.1.90 **Maximum Contract Amount.** The maximum potential dollar value of the NJPA Indefinite Quantity Construction Agreement is Two Million Dollars (\$2,000,000) per year. Each NJPA Indefinite Quantity Construction Agreement has an initial term of one (1) year and bilateral option provisions for three (3) additional terms. The total term cannot exceed four (4) years. EZIQC. The aggregate dollar value of the Work Order(s) issued under each NJPA Indefinite Quantity Contract cannot exceed the Maximum Contract Amount unless adjusted in accordance with the EZIQC General Conditions.

1.1.91 **Minimum Contract Amount.** The Contractor is not guaranteed to receive any Work Orders under the NJPA Indefinite Quantity Construction Agreement.

1.1.92 **Modification.** “Modification” means a document, other than a Change Order or Construction Change Directive, approved and signed by County and Contractor after execution of the Construction Contract, agreeing to alter, amend or modify the Contract Documents.

1.1.93 **Mold.** “Mold” means mold, mildew, spores or other microorganisms of any type, nature or description, or any by-product thereof, the presence of which poses an actual or potential threat to human health, including, without limitation, any species of organisms of the kingdoms of fungi or mycota, including yeasts, smuts, ruts, mildews, mold and mushrooms, or any microbial contamination, either airborne or surface, which arises out of or is related to the presence of fungi or spores (including, without limitation, aspergillus, cladosporium, penicillium and stachybotrys chartarum).

Non-Collusion Declaration. "Non-Collusion Declaration" means the form, so titled, required by California Public Contract Code §7106 and the Bidding Documents to be submitted by Bidder with its Bid.

1.1.94 **Non-prepriced tasks.** As used herein, means those units of work that are not included in the CTC but within the general scope and intent of this Contract and may be negotiated into this Contract as needs arise. Such work requirements shall be incorporated into and made a part of this Contract for the Work Order to which they pertain, and may be incorporated into the CTC, if determined appropriate by the County and NJPA, at the base price determined in this Work Order. Non-prepriced work requirements shall be separately identified and submitted in the Work Order Proposal.

1.1.95 **Notice Inviting Bids.** "Notice Inviting Bids" (also called Invitation for bids [IFB] in the NJPA documents) means the notice issued by or on behalf of County inviting submission of Bids for the Project.

1.1.96 **Notice of Change.** "Notice of Change" means a formal written notice required to be submitted by Contractor pursuant to Paragraph 7.6.1, below, notifying County of circumstances that Contractor believes may give rise to a Contract Adjustment.

1.1.97 **Notice of Completion.** "Notice of Completion" means a "notice of completion" as defined in California Civil Code §9204.

1.1.98 **Notice of Completion of a Work Order.** The Notice of Completion ("NOC") shall be issued by the Economic Development Agency at that point in the Work Order when the Contractor has completed all Work required in the Work Order. The time for issuance shall be determined by the County through a final inspection and acceptance of the work described in the Work Order. The NOC shall be signed by the Board of Supervisors for Work Orders exceeding \$125,000, and by either the Assistant County Executive Officer/EDA, Managing Director of EDA, or Assistant Director of Economic Development Agency/Project Management Office for Work Orders \$124,999 or less.

1.1.99 **Notice of Delay.** "Notice of Delay" means a formal written notice prepared and submitted by Contractor pursuant to Paragraph 8.2.2, below, notifying County of circumstances that Contractor believes may give rise to a Contract Adjustment to the Contract Time for Excusable Delay or Compensable Delay or a Contract Adjustment to the Contract Price for Compensable Delay.

1.1.100 **Notice of Final Completion.** "Notice of Final Completion" means the written notice by County confirming the date of actual Final Completion.

1.1.101 **Notice of Intent to Award.** "Notice of Intent to Award" means the written notice by or on behalf of County stating County's intent to Award the Construction Contract.

1.1.102 **Notice of Substantial Completion.** "Notice of Substantial Completion" means the written notice by County confirming the date of actual Substantial Completion.

1.1.103 **Payment Bond, Performance Bond.** "Payment Bond" and "Performance Bond" mean the surety bonds required to be provided by Contractor pursuant to Article 12, below.

1.1.104 **Plans.** "Plans" means the graphic and pictorial portions of the Contract Documents prepared by Architect or its Subconsultants showing the design, location and dimensions of the Work, including, without limitation, plans, elevations, details, schedules and diagrams. The term "Plans" is used interchangeably with "Drawings".

1.1.105 **Post-Award Submittals.** "Post-Award Submittals" means the documents described in the Contract Documents that the Contractor is required to submit after Contract is awarded.

1.1.106 **Pre-Bid Conference.** "Pre-Bid Conference" means the conference, specified in the Notice Inviting Bids as either mandatory or optional, held prior to the Bid Closing Deadline for the purpose of, without limitation, introducing the Bidders to the NJPA EZIQC Program, and review of associated documents and processes.

1.1.107 **Product Data.** “Product Data” means illustrations, standard schedules, charts, instructional brochures, diagrams and other information furnished by Contractor to illustrate a material, product or system for the Work.

1.1.108 **Progress Payment.** “Progress Payment” means a monthly payment of a portion of the Contract Price prior to Final Completion based on Contractor’s progressed performance of the Work.

1.1.109 **Project.** “Project” means the improvements comprising, or necessary or appurtenant to the use of, the work of improvements described generally in the Work Order documents issued for each Work Order under the Contract, including but not limited to, the Detailed Scope of Work and the Notice to Proceed; and of which the Work may be the entirety of such improvements or only a part. Project Documents.

1.1.113 **Project Documents.** “Project Documents” means all writings (hard copy and electronic) in the possession of Contractor at the Site or elsewhere that relate in any way to the Project or Work.

1.1.111 **Project Team.** “Project Team” means County, Architect, County Consultants, Contractor, the Subcontractors, the Separate Contractors, Inspectors of Record and other firms or individuals retained by County, or retained by others with County’s approval, participating in the planning, programming, design, construction or inspection of the Work.

1.1.112 **Reasonable Order of Magnitude Estimate.** “Reasonable Order of Magnitude Estimate” means a general estimate prepared by Contractor, or jointly by Contractor and County, without the benefit of complete or definitive pricing by Subcontractors, of the projected additional cost and time associated with Contractor’s performance of a particular item or items of Extra Work or Deleted Work described in a Construction Change Directive. Unless otherwise agreed to in writing between County and Contractor, a Reasonable Order of Magnitude Estimate does not constitute either an authorization or agreement by County to any Contract Adjustment or a guarantee or promise by Contractor with respect to the amount of any Contract Adjustment that may be associated with a Compensable Change or Deleted Work.

1.1.113 **Record Documents.** “Record Documents” means the collection of documents assembled and prepared by Contractor (including, without limitation, the Record Drawings and Specifications) showing the condition of the Work as actually built.

1.1.114 **Record Drawings, Record Specifications.** “Record Drawings” and “Record Specifications” mean the Drawings and Specifications marked by Contractor to show the condition, location and placement of the Work as actually built, including, without limitation, the locations of mechanical, electrical, plumbing or similar portions of the Work that are depicted diagrammatically in the Drawings.

1.1.115 **Reference Documents.** “Reference Documents” means reports, studies, surveys and other information provided by County for Contractor’s review and consideration in preparing its Bid, including, without limitation, information describing the Site (including surface or subsurface conditions), Existing Improvements or Hazardous Substances at the Site.

1.1.116 **Request for Extension.** “Request for Extension” means a formal written request submitted by Contractor pursuant to [Paragraph 8.2.3](#), below, setting forth the justification and support for Contractor’s request for a Contract Adjustment to the Contract Time.

1.1.117 **Request for Information.** “Request for Information” means a written request by Contractor for clarification of what it perceives to be a discrepancy in the Contract Documents (including, without limitation, information in the Contract Documents constituting a Design Discrepancy or a variance between the information in the Bidding Documents or Contract Documents and conditions at the Site or in Existing Improvements).

1.1.118 **Safety Program.** “Safety Program” means the formal, written program prepared by Contractor setting forth detailed procedures and precautionary measures for protecting persons and property from injury or damage.