

- 23.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- 23.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except damage or loss attributable to acts or omissions of the NJPA Member or Project Manager or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations included herein.
- 23.6 The Contractor shall designate a responsible member of the Contractor's organization at the Site whose duty shall be the prevention of accidents. This person shall be the Contractor' superintendent unless otherwise designated by the Contractor in writing to the Project Manager.
- 23.7 The Contractor shall not load or permit any part of the construction or Site to be loaded so as to endanger its safety.

#### **24. HAZARDOUS MATERIALS**

- 24.1 If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to lead based paint, asbestos or polychlorinated biphenyl (PCB), encountered on the Site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop the Work in the affected area and report the condition to the Project Manager in writing.
- 24.2 The NJPA Member shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to verify that it has been rendered harmless. Unless otherwise required by the Contract Documents, the NJPA Member shall furnish in writing to the Contractor and Project Manager the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the Task of removal or safe containment of such material or substance. The Contractor and the Project Manager will promptly reply to the NJPA Member in writing stating whether or not either has reasonable objection to the persons or entities proposed by the NJPA Member. If either the Contractor or Project Manager has an objection to a person or entity proposed by the NJPA Member, the NJPA Member shall propose another to whom the Contractor and the Project Manager have no reasonable objection. When the material or substance has been rendered harmless, the Work in the affected area shall resume upon written agreement of the NJPA Member and Contractor. The Work Order Completion Time shall be extended appropriately.
- 24.3 To the fullest extent permitted by law, the NJPA Member shall indemnify and hold harmless the Contractor, Subcontractors, Project Manager, Project Manager's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or

substance presents the risk of bodily injury or death as described herein and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) and provided that such damage, loss or expense is not due to the sole negligence of a party seeking indemnity.

- 24.4 The NJPA Member shall not be responsible for materials and substances brought to the Site by the Contractor unless such materials or substances were required by the Detailed Scope of Work.
- 24.5 If, without negligence on the part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing the Work as required by the Contract Documents, the NJPA Member shall indemnify the Contractor for all cost and expense thereby incurred.

## **25. INSURANCE REQUIREMENTS**

25.1 The Contractor shall procure and maintain, at its own cost and expense, until final acceptance of all the Work covered by this Agreement, the following kinds of insurance:

25.1.1 Workers' Compensation Insurance. A policy complying with the requirements of the laws of the State in which the Project is located.

25.1.2 General Liability and Property Damage Insurance. A standard general comprehensive liability insurance policy or a commercial general liability insurance policy issued to and covering the liability of the Contractor for all Work and operations under this Agreement, including, but not limited to, contractual and completed operations coverage. The coverage under such policy shall not be less than the following limits: Bodily Injury and Property Damage Liability, \$ 1,000,000 Each Occurrence, 2,000,000 Aggregate.

25.1.3 Automobile Liability and Property Damage Insurance. A policy covering the use in connection with the Work covered by the Contract Documents of all owned, non-owned and hired vehicles bearing, or, under the circumstances under which they are being used, required by the Motor Vehicle Laws of the State in which the Project is located. The coverage under such policy shall not be less than the following limit: Bodily Injury and Property Damage Liability, \$ 1,000,000 Each Occurrence.

25.1.4 All Risk Builders Risk Insurance. Where specifically required in the Detailed Scope of Work, the Contractor shall provide, before the Work Order is issued, Builders' Risk Insurance in an amount at least equal to the Work Order Price in a form and by a carrier acceptable to the NJPA Member.

25.1.5 Pollution Liability Insurance. If a Project involves asbestos abatement encapsulation or other activities involving hazardous materials, the Contractor, Subcontractor or other party responsible for such Work shall procure and maintain a liability insurance policy issued to and covering the liability, of the Contractor, Subcontractor or other party engaged in the removal, or handling of hazardous materials, for bodily injury, illness, sickness or property damage caused by exposure in an amount not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

25.2 The Contractor shall provide certificates of insurance. Such certificates shall be on a form prescribed by NJPA, shall list the various coverages and shall contain, in addition to any provisions hereinbefore required, a provision that the policy shall not be changed or

cancelled and that it will be automatically renewed upon expiration and continued in force until final acceptance by NJPA, or NJPA Member, of all the work covered by the Agreement, unless NJPA is given fifteen (15) days' written notice to the contrary. Upon request, the Contractor shall furnish NJPA or any NJPA Member with a certified copy of each policy.

- 25.3 All insurance required to be procured and maintained as aforesaid must be procured from insurance companies approved by NJPA.
- 25.4 If at any time any of the above-required insurance policies should be cancelled, terminated or modified so that insurance is not in effect as above required, then, if NJPA shall so direct, the Contractor shall suspend performance of the work. If the said work is so suspended, no extension of time shall be due on account thereof. If said work is not suspended, then NJPA may, at its option, obtain insurance affording coverage equal to that above required, the cost of such insurance to be payable by the Contractor.
- 25.5 Should the awarded Contractor retain a Subcontractor to perform any of the services mentioned herein, it is the Contractor's responsibility to insure that the Subcontractor(s) maintains the same types of insurance coverage in accordance with the requirements and amounts indicated herein.
- 25.6 NJPA, its officers, and employees must be included as a named insured. Any NJPA Member, its officials, officers, and employees must be included as a named insured when so requested by the NJPA Member.

## **26. LIQUIDATED DAMAGES**

- 26.1 If provided for in the Request for Proposal, NJPA may assess liquidated damages for each day after the Work Order Completion Time that the Detailed Scope of Work is not complete. It is understood and agreed by and between CONTRACTOR, NJPA and the MEMBER, that time is of the essence in all matters relating to Liquidated Damages.
- 26.2 The liquidated damages shall be equal to 1% of the total Work Order Amount for each calendar day of delay.

## **27. TESTS AND INSPECTIONS**

- 27.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the NJPA Member, or with the appropriate public authority. The Contractor shall give the Project Manager timely notice of when and where tests and inspections are to be made so that the Project Manager may be present for such procedures.
- 27.2 If the Project Manager, NJPA Member or public authorities having jurisdiction determine that portions of the Work require, through no fault of the Contractor, additional testing, inspection or approval, the Project Manager will instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the NJPA Member, and the Contractor shall give timely notice to the Project Manager of when and where tests and inspections are to be made so that the Project Manager may be present for such procedures. Such costs shall be at the NJPA Member's expense.
- 27.3 If such procedures for testing, inspection or approval reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs

made necessary by such failure including those of repeated procedures and compensation for the Project Manager's services and expenses shall be at the Contractor's expense.

- 27.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Project Manager.
- 27.5 If the Project Manager is to observe tests, inspections or approvals required by the Contract Documents, the Project Manager will do so promptly and, where practicable, at the normal place of testing.
- 27.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

## **28 GOVERNING LAW**

- 27.1 The Agreement shall be governed by the law of the place where the Project is located.
- 27.2 NJPA's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, Section 3.736, and other applicable law.
- 27.3 All claims and controversies between NJPA and Contractor shall be subject to the laws of the State of Minnesota and are to be resolved in Todd County Minnesota.

## **29. COMPLIANCE WITH LAWS**

In connection with the performance of this Agreement, the Contractor shall comply with all applicable laws, rules and regulations. The parties hereto agree that every provision of law required to be inserted herein be deemed a part hereof. It is further agreed that if any such provision is not inserted or is incorrectly inserted, through mistake or otherwise, this Agreement shall be deemed amended so as to comply strictly with the law.

## **30. SEVERANCE**

If the Contract Documents contains any unlawful provision not an essential part of the Contract Documents and which shall not appear to have been a controlling or material inducement to the making thereof, the same shall be deemed of no effect and shall, upon notice by either party, be deemed stricken without affecting the binding force of the remainder.

## **31. LICENSE**

Contractor shall obtain all licenses required from all public agencies with jurisdiction over the Work and shall keep these documents properly posted at the Site at all times during the performance of the Work.

## **32. ASSIGNMENT**

No right or interest in this Agreement shall be assigned or transferred by the Contractor without prior written consent of NJPA. No delegation of any duty of the Contractor shall be made without prior written consent of NJPA.

## **33. CLAIMS AND DISPUTES**

All claims or disputes between the NJPA Member and Contractor shall be resolved by NJPA Member's representative.

#### **34. TERMINATION BY THE NJPA FOR CAUSE**

34.1 NJPA may terminate the Contract if the Contractor:

34.1.1 persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

34.1.2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;

34.1.3 persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

34.1.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

34.2 If an unpaid balance of one or more Work Orders exceeds the costs of finishing the Work, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to NJPA.

34.3 The NJPA Member may not terminate this Contract between the NJPA and the Contractor.

#### **35. NONDISCRIMINATION, EQUAL EMPLOYMENT OPPORTUNITY, AND AMERICANS WITH DISABILITIES ACT**

35.1 The Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, age, color, sex or National origin, sexual orientation, marital status, political affiliation, or physical or mental disability if qualified. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during their employment without regard to their race, religion, color, sex or National origin, sexual orientation, marital status, political affiliation, or physical or mental disability. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

35.2 The Contractor shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, national origin, marital status, political affiliation, or physical or mental disability. In addition, the Contractor shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

#### **36. AUDITS**

NJPA may, at any time after reasonable notice, audit Contractor's records to establish total compliance and to verify the prices charged are in accordance with the Agreement. Contractor agrees to provide verifiable documentation and tracking in a timely manner.

**37. GRATUITIES**

NJPA may cancel this Agreement if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any employee of NJPA, are deemed to be excessive with a view toward securing a contract or with respect to the performance of this contract. However, paying the expenses of normal business meals or travel to meetings as described and allowed by law, which are generally made available to all eligible school and government employees, shall not be prohibited by this paragraph. Samples of software, equipment, or hardware provided to NJPA for demonstration, evaluation or loan purposes are not considered gratuities.

**NJPA EZIQC Contract No.: CA-GC07C-082013-VCI**

**New Work Order**       **Modify an Existing Work Order**

Work Order Number.: eziQC-VCI-FM08420003826      Work Order Date:  
Work Order Title: Desert Hot Springs Clinic - Renovation, Interior Signage, Wrought-Iron fencing with Gates.  
Owner Name: County of Riverside      Contractor Name: Vincor Construction Inc.  
Contact: Frank Gonzales      Contact: John Kang  
Phone: 951-955-8467      Phone: 714-990-4200

**Work to be Performed**

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No CA-GC07C-082013-VCI.

Brief Work Order Description:

Desert Hot Springs Clinic Renovation, Tenant Improvement, exterior signage and installation of new Wrought Iron fencing and gates.

**Time of Performance**      Estimated Start Date: 04/28/2014  
   Estimated Completion Date: 07/18/2014  
**Liquidated Damages**      Will apply:      

**Work Order Firm Fixed Price: \$286,970.75**

**Approvals:**

**As per Associated Standard Form of Construction Contract Between County & Contractor.**

## Detailed Scope of Work

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**To:** John Kang  
Vincor Construction Inc.  
218 Viking Ave  
Brea, CA 92821  
714-990-4200

**From:** Frank Gonzales  
County of Riverside  
3403 Tenth Street  
Riverside, CA 92501  
951-955-8467

**Date Printed:** November 27, 2013

**Work Order Number:** eziQC-VCI-FM08420003826

**Work Order Title:** Desert Hot Springs Clinic Renovation, Tenant Improvement, exterior signage and installation of new Wrought Iron fencing and gates.

**Brief Scope:** Desert Hot Springs Clinic Renovation, interior, exterior signage and installation of new Wrought Iron fencing and gates.

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Preliminary

Revised

Final

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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.

Site address: 14320 Palm Drive Desert Hot Springs, CA

Vincor Construction Inc. created this proposal based off of: Project correspondences (specifically the scope submitted to Vincor on the Job Walk), Owner's Representative/Project Manager direction, Job walk/Site visits, Engineered documents, our Subcontractors interpretation of site/construction documents, local and state building codes and the highest industry standards and practices. All work to be performed per stamped and approved plans and specifications (as given to Vincor) plans dated 10, 31 2009 created by HDR Architecture Inc. .

\* Items listed in the scope or work that have been lined-through with hypertext reference scope not in contract and therefore is no longer applicable to Vincor's scope of work for this project.

Scope of work:

Exterior

1. Provide and install wrought iron pedestrian man gates @ 4 locations. Work includes: core drilling, anchoring/anchors, steel plates, gate supports, footings and gate hardware: A-102 – A-104
2. Provide and install gate operator for wrought iron sliding gate for employee parking: A-104
3. Provide and install wrought iron in decorative inserts @ 4 CMU location around facility. This includes all mounting plates, wedge anchors, bolts, core drilling and associated hardware: A-210
4. Provide and install 3 new gate operators and pull wire. This includes; 1 new missing gate loop (to be installed in existing conduit) mounting of operators, tension adjustment of unit, wiring the operator and testing: Per Spec Book & A-102, A-103
5. Construct and install two double "Swing gates" made from welded corrugated steel panels including steel tube angels, all anchors/bolts/screws, gate latch, and all associated hardware (per spec/per plan) for trash enclosure area: A-101
6. Provide and install steel rails @ CMU low-walls including; steels plates, welded seems and anchors (per plan): A-210
7. Provide and install 3 gate card readers; 3 base stands, 3 mounts and 3 card reader head units all wired to the control system: Spec Book A 102, A 103.



## Detailed Scope of Work Continues..

**Work Order Number:** eziQC-VCI-FM08420003826

**Work Order Title:** Desert Hot Springs Clinic - Renovation, Tenant Improvement, Interior Signage, Wrought Iron fencing

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8. Provide and install 3 Knox boxes: A-102
9. Slurry coat 56,488 SF of paving this to included setup, drain coverage for Best Management Practices, all associated gravel/sand bags, cheese-cloth covering of existing drains and wattles (per code for Site run-off plan): A-100A
10. Stripe entire paving surfaces, striping 156 parking spaces, ADA signage, parking lot signage and all yield or path of travel striping: A-100A
11. Provide and install 52 pre-cast concrete parking stops, per plan and 20 additional stops added by EDA Project Manager (to protect parking lot sign-posts): A-100A
12. Provide and install approx. 144 SF of surface mounted truncated domes @ ADA path of travel – per plan: A-100A
13. Provide and install all exterior parking signage, that to include; core drilling, sign posts, concrete footing, removal/haul-away of cored material and set post & sign @ elevation all per plan: A-100A
14. Provide and install building monument Sign with Lights and all details built – per plan/spec: A-540
15. Attach all wrought iron fencing at CMU structures (various locations: Client directed)
16. Weld all wrought iron fencing joints, steel rails, and clean iron/steel surfaces as required (per plan)
17. Prep and paint newly installed wrought iron (color to match existing)
18. Fire caulk and seal exterior openings (various places: Client Directed)
19. Provide and Install 2 exterior light fixtures, by exterior wrought iron/CMU enclosed areas: lights will be exterior down lights (matching existing like with like)
20. Provide landscaping repair (as needed) matching existing plant shrub, sand/gravel and Mulch base. This equates to a total of 257 shrubs to be replaced and 3 major type of shrubs...devised amongst 3, totals 86 per unit: L-101
21. Sweep and final clean exterior paving and pressure washing colored cement, asphalt prior to slurry coating.
22. Dispose of existing trash and construction debris existent on site
23. Provide and install 4 Bollards @ gate card operator locations (per plan), include painting, core drilling, auguring, concrete and sitting of bollard: A-102
24. Demo and dispose of existing rental fencing (left in place)
25. Patch asphalt holes (created by fence and other elements) to match existing mix and asphalt in-place
26. Provide 257 shrubs and provide bulk-mulch for planting and landscaping: L-101
27. Provide in-like general conditions items such as: delivery of goods & material, delivery or bobcat, sweeper, cones, barricades and fork lift. Staging and delivery of Dumpsters (this to include haul off, loading of dumpster and wastes fees)
- Fire Sprinkler
28. Create FLS engineered plans & calculations for the building and for plans to be submitted to the local city/state permitting agencies: E-115 -E-212
29. Vincor assumes the connection and tie-in of water main water main to the sprinkler system has been performed
30. Conduct a backflow test and create engineered plans and calculations
31. Submit an engineered FLS plan to fire marshal and obtain a permit from local fire Marshall office
32. Provide and install screw-caps for water hydrants
33. Flush out and re-fill existing system and manually perform at each location a pressurized flow test
34. Provide & install 277 Escutcheons for each sprinkler location
35. Vincor assumes Wire-In of alarm system, including all pull boxes and warning strobes and pull boxes have been installed

## Detailed Scope of Work Continues..

**Work Order Number:** eziQC-VCI-FM08420003826

**Work Order Title:** Desert Hot Springs Clinic - Renovation, Tenant Improvement, Interior Signage, Wrought Iron fencing

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36. An allowance of 1000 LF of wiring will be assumed for card readers and 2000 LF of low voltage wiring and electrical wiring for gate motors
37. Programing of FLS back to a TAC system controller (per the direction of Frank Gonzales, see supplemental scope) Interior (client / owner's rep. directed)
38. Deep clean interior floor space, ie. Wet mop and HEPA vacuum area (it's currently unsanitary and unsuitable for habitable living/office space). This to include; removal of all miscellaneous goods, previous construction debris/trash for all interior/exterior areas and concrete flatwork.
39. Clean all Fixtures, plumbing, lights, mirrors, partition walls and doors for mental health and WIC.
40. Clean all cabinets and counter tops
41. Caulk and Seal area (various locations throughout)
42. Raise and relocate TV wall mount
43. Raise and relocate electrical outlet
44. Raise and relocate video cabling & CCTV wiring for TV
45. Provide and Install 1 glass window 4'x4' 1" thick, matching glazing of existing
46. Move framing and construct soffit for project screen
47. Move projector screen approximately 12" (per Frank Gonzales). This includes all demo, framing, welding, anchoring and re-attachment of screen. (please note: this does not include; focusing projector, AV connecting and CCTV connections for projector)
48. Move project bracket on T-bar
49. Repair T-bar and 2'x4' acoustical panels (approx. 200 ceiling tiles needed in random locations)
50. Build new partition wall 8'x9' using 20 gage studs with dbl. Layered 5/8" drywall to meet 90 min. rating: Included in this wall construct is: Wall finishing, corner bead, spackle/floating, tapping and sanding of wall, painting and providing and installing 4" rubber cover base (to match existing base color)
51. Add transition threshold for area
52. Provide lockset for door hallway door
53. Wire all card readers and access points
54. Clean all surfaces interior surfaces
55. Provide and Install chair rail 3" in WIC's public area 100 LF & wall Corner Guard
56. Provide and install interior signage for restrooms (per plan) additionally, this also includes all interior signage to obtain C of O.
57. Test mechanical systems at completion and provide an air-balance for the mechanical systems and HVAC system (HVAC air-balance) to ensure all systems are working properly and connected to the TAC control system Doors
58. Provide & Install 22 6" x 2'6" view-finder windows for each door, providing each pane in 1/4" glazed panel glass: Client Directed
59. Remove and reinstall 84 doors, 5 sets of exterior doors: Per the direction of inspector & needed to obtain Cert. of Occupancy
60. (Exterior) doors provide weatherproofing, seals and thresholds: Owner directed
61. (Interior) doors, provide seals (where applicable) and thresholds (labor only, per owner, such was on-site)
62. Provide labor for installing hinges (Onsite per owner)
63. Provide labor and keys, for 89 hardware lockset, re-keying all 89 doors: Owner/User Group directed
64. Provide and install 20 min door with metal jamb: Owner directed
65. Prime and Paint Jamb and new hallway door: Color TBA, no pant schedule currently exists

**Detailed Scope of Work Continues..**

**Work Order Number:** eziQC-VCI-FM08420003826

**Work Order Title:** Desert Hot Springs Clinic - Renovation, Tenant Improvement, Interior Signage, Wrought Iron fencing

- 66. Provide P-lam door for hallway door including all hardware and kick plate: Client directed
- 67. Provide and install door closure and floor stop
- 68. Install owner furnished locksets, door hardware and door closures (based-on the apparatuses/units being on-site)
- 69. Provide and install electrical strike's for man gates
- 70. Provide and install door closures for: man gate in courtyard and entry doors on side, rear and back of the exterior of building
- 71. Door closure installation (per client, these maybe onsite)
- 72. Provide extra keys for 89 doors
- 73. Rekey 89 doors / locksets
- 74. Install lockset/cylinders provided by owner (client thinks such is on-site)
- 75. Provide and install entrance locksets for man gates
- 76. Provide new saddle thresholds for all entrance door entrances
- 77. Provide and install the electrical magnets for man gates
- 78. Provide and install weather-stripping for exterior entrance doors

Supplemental scope:

Assumed tasks:

Certain assumptions for the TAC wiring and programing have been made. This too is true for the FLS systems, engineering and scope. We Have set aside allowances within our tasks/line items to account for the current controlled system programing.

Contingency:


In the project meeting held 10/29/13, it was decided that sufficient work assumptions to price and task each need to a given scope or therefore line item is not currently known. Based on our knowledge of existing plans, job walk and current information from the owner's rep, certain assumptions of where the last contractor stopped work or therefore started related tasks to Vincor's current scope of work are additionally "unknown". Due to these conditions, a contingency and allowable amount of \$25,000.00 was decided and requested as a reasonable amount of funding to work with to complete unforeseen conditions such as: Spot painting, drywall patching, batting/insulation, Sprinkler head replacement, and Fire Alarm system wiring/programing. If set amount is unused Vincor Construction will credit back the unused amount to The County of Riverside.

**Warranties:**

The Contractor agrees to provide all warranties described in the contact documents, project Specifications titled, Desert Hot Springs Family Care Center, Construction Documents-Project Manual and prepared by HDR Architects and dated, July 6, 2009 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:


- The gate operator is covered by a 5 year warranty from the manufacturer.

  
 \_\_\_\_\_  
 Contractor

3/25/14  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Owner  
**JEFF STONE**  
**CHAIRMAN, BOARD OF SUPERVISORS**

6/3/14  
 \_\_\_\_\_  
 Date

ATTEST:  
 KECIA HARRER-IHEM, Clerk  
 By   
 DEPUTY

Scope of Work





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

by and between

**VINCOR CONSTRUCTION, INC.**

(the "Contractor")

And

**THE COUNTY OF RIVERSIDE**

(the "County")

FOR:

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

**14320 PALM DRIVE  
DESERT HOT SPRINGS, CA 92240**

**STANDARD FORM OF CONSTRUCTION CONTRACT FOR EZIQC**  
**BETWEEN COUNTY AND CONTRACTOR**

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

**ARTICLE 1**  
**DEFINITIONS**

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

**ARTICLE 2**  
**PERFORMANCE OF WORK**

**2.1 SCOPE OF WORK**

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

**2.2 STANDARD OF PERFORMANCE**

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

**2.2.1** the requirements of the Contract Documents;

**2.2.2** the requirements and conditions of Applicable Laws;

**2.2.3** the standard of care applicable to those who provide construction of the type called for by this Construction Contract for projects of a scope and complexity comparable to the Project;

**2.2.4** Contractor shall furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and

**2.2.5** Contractor shall apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the County and within the limitations of the Contract Price and Contract Time.

## ARTICLE 3 CONTRACT TIME

### 3.1 CONTRACT TIME

**3.1.1 Substantial Completion.** Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Substantial Completion of the entire Work not later than Fifty (50) Days after the Date of Commencement.

**3.1.2 Final Completion.** Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Final Completion of the Work not later than Twenty (20) Days after the actual occurrence of Substantial Completion.

**3.1.3 Contract Adjustments.** The Contract Time shall be extended or shortened only in accordance with the provisions of the Contract Documents governing Contract Adjustments to the Contract Time.

### 3.2 LIQUIDATED DAMAGES TO COUNTY

**3.2.1 County's Right.** County and Contractor acknowledge that if Contractor fails to Substantially Complete the Work within the Contract Time for Substantial Completion, County will suffer substantial Losses, which would be both extremely difficult and impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the assessment and recovery by County of liquidated damages under this Section 3.2.

**3.2.2 Per Diem Rate.** If Contractor fails to actually achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, Contractor shall pay to County as liquidated damages the amount of Two Thousand, Eight Hundred, Seventy Dollars (\$2,870 (1% of total agreement amount/day)) per Day for each Day occurring after the expiration of the Contract Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work.

**3.2.3 Adjustment for Extensions of Time.** Subject to the provisions of Paragraph 8.2.8 of the Supplementary General Conditions dealing with concurrency of Delays, liquidated damages shall not be charged to Contractor for a period of time for which the Contractor is entitled under the Contract Documents to a Contract Adjustment to the Contract Time for Substantial Completion.

**3.2.4 Partial Completion.** The liquidated damages provided for under this Section 3.2 shall not be reduced or apportioned: (1) for Substantial Completion of portions of the Work prior to Substantial Completion of the entirety of the Work; or (2) if portions of the Work are deleted pursuant to (a) the County's right to order Deleted Work; or (b) a termination by County of a portion of the Construction Contract or a deletion of portion of Work for the convenience of the County or due to an Event of Contractor Default.

**3.2.5 Remedies.** County may deduct any liquidated damages payable under this Section 3.2 from money due or to become due to Contractor under the Contract Documents, or pursue any other legal remedy to collect such liquidated damages from Contractor and/or its Surety.

**3.2.6 Not a Limitation.** County's rights under this Section 3.2 shall not be interpreted as precluding or limiting: (1) any right or remedy of County arising from an Event of Contractor Default other than a failure to achieve Substantial Completion of the Work within the Contract Time for Substantial Completion; or (2) County's right to order an acceleration, at Contractor's Own Expense, of performance of the Work to overcome Delay, including, without limitation, a Delay for which County has the right to assess liquidated damages under this Section 3.2.

### 3.3 LIQUIDATED DAMAGES TO CONTRACTOR

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





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

**3.3.2 Daily Rate.** Subject to the provisions of Paragraph 8.2.8 of the Supplementary General Conditions dealing with concurrency of Delays, the Contract Price shall be increased by Change Order or Unilateral Change Order in the amount of Two Thousand, Eight Hundred, Seventy Dollars (\$2,870 (1% of total agreement amount/day)) per Day as liquidated damages for each Day for which Contractor is entitled under the Contract Documents to a Contract Adjustment extending the Contract Time for Substantial Completion due to Compensable Delay, with no additional amount added thereto or calculated thereon for Allowable Markup or any other markup for overhead or profit to Contractor or any Subcontractor, of any Tier.

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

**3.3.4 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-Eighty Six Thousand, Nine Hundred-Seventy-One] Dollars (\$286,971).

**4.1.2 Basis.** The Contract Price set forth in Paragraph 4.1.1, above, is based on the Work Order submitted by Contractor and accepted by County as set forth in Section 4.2, below. This Construction Contract is the Purchase Order issued by an NJPA member as referenced in the Indefinite Quantity Construction Agreement between the Contractor and NJPA; and, as that document states, any Purchase Order issued by an NJPA member including terms and conditions and supplemental specs shall govern.

**4.1.3 Adjustments.** The Contract Price is only subject to adjustment as permitted by the Supplementary General Conditions for Contract Adjustments due to Compensable Changes, Deleted Work or Compensable Delay.

**4.1.4 All-Inclusive Price.** The Contract Price as adjusted for Contract Adjustment permitted by the Contract Documents is the total amount payable by County to Contractor for performance of the Work under the Contract Documents and is deemed to cover all Losses, foreseeable or unforeseeable, arising out of or related to past, present or future circumstances within or outside the control of the Contractor or its Subcontractors affecting the time or cost of performing the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and unforeseen fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally).

**4.2 ALTERNATES**

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

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

**4.3 UNIT PRICES**

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

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

**ARTICLE 5  
ENUMERATION OF CONTRACT DOCUMENTS**

**5.1 LIST OF CONTRACT DOCUMENTS**

The Contract Documents include, without limitation, the following:

**5.1.1 Construction Contract.** The Contract Documents include this executed Standard Form of Construction Contract for EZIQC Between County and Contractor.

**5.1.2 General Conditions.** The Contract Documents include the  NJPA IQCC Standard Terms and Conditions and Contract General Conditions (Book 2),  Supplementary General Conditions of the Standard Form of Construction Contract for EZIQC Between County and Contractor (Long Form) or  Supplementary General Conditions of the Standard Form of Construction Contract Between County and Contractor (Short Form).

**5.1.3 Specifications.** The Contract Documents include the following Specifications:

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

HDR Architects		
----------------	--	--

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

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

**5.1.5** Also incorporated herein are:

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

**ARTICLE 6  
SPECIAL REQUIREMENTS**

**6.1 LABOR CODE SECTION 1861 CERTIFICATION**

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

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

**IN WITNESS WHEREOF**, the parties hereto have made and executed 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: Jeff Stone  
**JEFF STONE**  
Chairman  
Board of Supervisors

**ATTEST:**

**KECIA HARPER-IHEM**  
Clerk of the Board  
By: Kecia Harper-Ihem  
Deputy

(SEAL)

**APPROVED AS TO FORM:**

**PAMELA J. WALLS**  
County Counsel  
By: Marsha L. Victor 5/21/14  
Principal Deputy County Counsel

**"CONTRACTOR"**

Vincor Construction Inc

[Signature]  
(sign on line above)

By: Vincent Cortes  
(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:  
1609 E Mc Fadden Ave Suite A  
Santa Ana CA 92705

Telephone: 714-558-8100  
Facsimile: 714-558-8199  
Email: vincent@vincorinc.com

Employer State  
Tax ID #: 236-3021-3

State Contractor License #: 763743

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

If Contractor is a corporation, state:  
Name of President: Vincent Cortes  
Name of Secretary: Michele Cortes  
State of Incorporation: California

Project No. EZIQC-VCI-  
FM08420003826  
Bond No. PB 11842000010  
Premium: \$ 5,305.00

**PERFORMANCE BOND**

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

\* Philadelphia Indemnity Insurance Company

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

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

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

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

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

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

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

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

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

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

Vincor Construction, Inc.

**Affix Seal if Corporation**

\_\_\_\_\_  
**(Firm Name – Principal)**

\_\_\_\_\_  
1609 E. McFadden Avenue Suite A  
\_\_\_\_\_  
Santa Ana, CA 92705

\_\_\_\_\_  
**(Business Address)**

By \_\_\_\_\_

*[Handwritten Signature]*  
**(Original Signature)**

Michele Cortes

\_\_\_\_\_  
Corp. Secretary

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
Philadelphia Indemnity Insurance Company

\_\_\_\_\_  
**(Corporation Name – Surety)**

**Affix Corporate Seal**

\_\_\_\_\_  
251 S. Lake Avenue, Suite 360  
\_\_\_\_\_  
Pasadena, CA 91101

\_\_\_\_\_  
**(Business Address)**

By \_\_\_\_\_

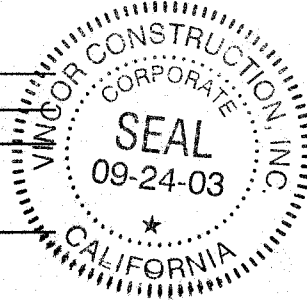
*[Handwritten Signature: Monica Blaisdell]*

**(Signature – Attached Notary's Acknowledgment)**

\_\_\_\_\_  
Monica Blaisdell (Attorney-In-Fact)

**ATTORNEY-IN-FACT**

**(Title-Attach Power of Attorney)**



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

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

Power of Attorney

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

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

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

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

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

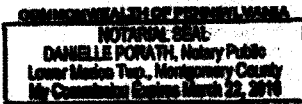
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>TH</sup> DAY OF FEBRUARY 2013.



(Seal)

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

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



(Notary Seal)

Notary Public: Danielle Porath  
residing at: Bala Cynwyd, PA  
My commission expires: March 22, 2016

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

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20 day of May, 2014

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



# ACKNOWLEDGMENT

State of California  
County of ORANGE )

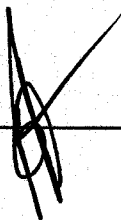
On 5/20/14 before me, PHILIP VEGA, NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared MONICA BLAISDELL  
who proved to me on the basis of satisfactory evidence to be the person(x) whose name(x) is/~~are~~  
subscribed to the within instrument and acknowledged to me that he/~~she/they~~  
~~has~~/~~her/they~~ 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(x) acted, executed the instrument.

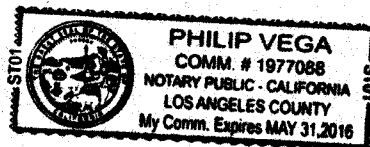
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_



(Seal)



PHILIP VEGA  
COMM. # 124988  
NOTARY PUBLIC - CALIFORNIA  
LOS ANGELES COUNTY  
My Comm. Expires May 2, 2014



**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

State of California

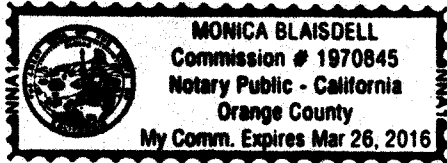
County of Orange

}

On 5/20/14 before me, Monica Blaisdell, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Michele Cortes  
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: Monica Blaisdell

MONICA BLAISDELL  
Commission # 1970842  
Notary Public - California  
Orange County  
My Comm. Expires Mar 28, 2018



*[Faint handwritten text, possibly a signature]*

Project No. EZIQC-VCI-  
FM08420003826  
Bond No. PB 11842000010  
Premium: \$ 5,305.00

## PAYMENT BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

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

VINCOR CONSTRUCTION, INC.

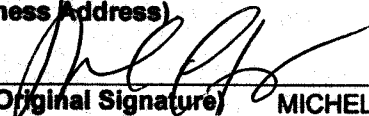
(Firm Name – Principal)

1609 E. MC FADDEN AVE SUITE A

SANTA ANA, CA 92705

(Business Address)

By

  
(Original Signature) MICHELE CORTES

CORP. SECRETARY

(Title)

PHILADELPHIA INDEMNITY INSURANCE COMPANY

(Corporation Name – Surety)

251 S. LAKE AVENUE, SUITE 360

PASADENA, CA 91101

(Business Address)

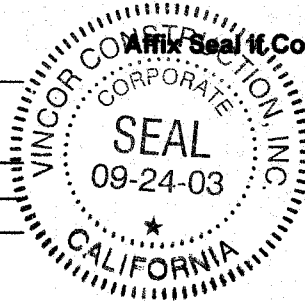
By

  
(Signature – Attached Notary's Acknowledgment)

MONICA BLAISDELL (ATTORNEY-IN-FACT)

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)



Affix Corporate Seal

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

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

Power of Attorney

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

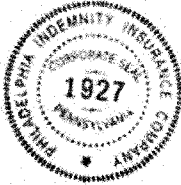
Its true and lawful Attorney(s) in fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$25,000,000.00

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

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

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

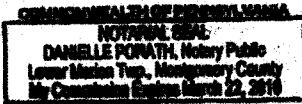
IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 7<sup>TH</sup> DAY OF FEBRUARY 2013.



(Seal)

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

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



Notary Public:

residing at:

Bala Cynwyd, PA

(Notary Seal)

My commission expires:

March 22, 2016

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

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 20 day of May, 2014

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



# ACKNOWLEDGMENT

State of California  
County of ORANGE )

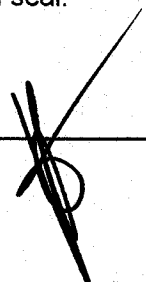
On 5/20/14 before me, PHILIP VEGA, NOTARY PUBLIC  
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature \_\_\_\_\_



(Seal)





PHILIP VEGA  
COMM # 101008  
NOTARY PUBLIC - CALIFORNIA  
LOS ANGELES COUNTY  
11 COMMISSION EXPIRES MAY 31 2018

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

CIVIL CODE § 1189

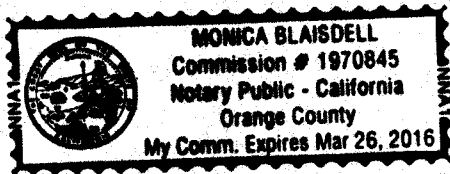
State of California

County of Orange

}

On 5/20/14 before me, Monica Blaisdell, Notary Public  
Date Here Insert Name and Title of the Officer

personally appeared Michele Cortes  
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: Monica Blaisdell

MONICA BLAISDELL  
Commission # 1970845  
Notary Public - California  
Orange County  
My Comm. Expires Mar 28, 2012





# CERTIFICATE OF LIABILITY INSURANCE

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

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

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> 657-667-0225      657-667-0227 Professional Insurance Associates Inc. Matles Insurance Agency Inc. (V2) PO Box 1266 San Carlos, CA 94070	<b>CONTACT NAME:</b> Professional Insurance Associates Inc. <b>PHONE (A/C No, Ext):</b> 657-667-0225 <b>FAX (A/C No):</b> 657-667-0227 <b>E-MAIL ADDRESS:</b> Albert@MatlesIns.com														
<b>INSURED</b> (714) 558-8100      (714) 558-8199 Vincor Construction, Inc. 1609 E. McFadden Ave. Suite A Santa Ana, CA 92705	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Benchmark Insurance Company</td> <td style="text-align: center;">41394</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Benchmark Insurance Company	41394	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Benchmark Insurance Company	41394														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD   WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$																
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$																
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$																
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> Y    N/A <input checked="" type="checkbox"/> ✓	CST5004930	02/22/2014	02/22/2015	<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;"></td> <td style="width:5%;">PER STATUTE</td> <td style="width:5%;">OTH-ER</td> <td style="width:30%;"></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000.000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000.000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td></td> <td style="text-align: right;">\$ 1,000.000</td> </tr> </table>		PER STATUTE	OTH-ER		E.L. EACH ACCIDENT			\$ 1,000.000	E.L. DISEASE - EA EMPLOYEE			\$ 1,000.000	E.L. DISEASE - POLICY LIMIT			\$ 1,000.000
	PER STATUTE	OTH-ER																				
E.L. EACH ACCIDENT			\$ 1,000.000																			
E.L. DISEASE - EA EMPLOYEE			\$ 1,000.000																			
E.L. DISEASE - POLICY LIMIT			\$ 1,000.000																			

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

<b>CERTIFICATE HOLDER</b> Riverside County 3133 Mission Inn Avenue Riverside, CA 92507	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE
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# CERTIFICATE OF LIABILITY INSURANCE

VINCO-1

OP ID: VC

DATE (MM/DD/YYYY)  
12/19/2013

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER C C Roy Insurance Brokers, Inc 4309 Hacienda Drive, Suite 380 Pleasanton, CA 94588	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED Vincor Construction, Inc. Vincent Cortes 218 Viking Ave Brea, CA 92821	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Mesa Ind. Specialty Ins. Co.	NAIC # 36838
	INSURER B: Weaco Insurance Company	25011
	INSURER C: Scottsdale Insurance Co.	41297
	INSURER D:	
	INSURER E:	

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

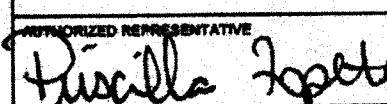
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADOL/SUBR INSR/WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	X	MP0081003001163	10/17/2013	10/17/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		WPP1094376	04/22/2013	04/22/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (PER ACCIDENT) \$
C	UMBRELLA LIAB EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$		XLS0093259	10/17/2013	10/17/2014	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 JOB:14320 Palm Drive Desert Hot Springs CA 92240. License #763743. County of Riverside is to be Included as Additional Insured per attached form.

## CERTIFICATE HOLDER

## CANCELLATION

RIVERSI  County of Riverside 3133 Mission Inn. Avenue Riverside, CA 92507	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

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

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

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

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

A. Section II – Who Is An Insured is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

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

**2. Exclusions**

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

b. "Bodily injury" or "property damage" occurring after:

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

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

MESA UNDERWRITERS SPECIALTY  
INSURANCE COMPANY

Endorsement # 2

Named Insured: Vincor Construction Inc.

Policy Number: MP0081003001163 Effective Date: 12/19/2013

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**NOTICE OF CANCELLATION TO THIRD PARTIES**

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

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

Proof of mailing will be sufficient proof of notice.

**SCHEDULE**

**County of Riverside  
3133 Mission Inn Avenue  
Riverside, CA 92507**

All other terms and conditions of this policy remain unchanged.

  
Authorized Signature

12/19/2013

Date

MUS 01 01 10006 0412





# CERTIFICATE OF LIABILITY INSURANCE

VINCO-1

OP ID: VC

DATE (MM/DD/YYYY)

06/21/2014

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

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PRODUCER C C Roy Insurance Brokers, Inc 4309 Hacienda Drive, Suite 380 Pleasanton, CA 94588	CONTACT NAME:	
	PHONE (A/C. No. Ext):	FAX (A/C. No.):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Mass Ind. Specialty Ins. Co.	36838
	INSURER B: Weaco Insurance Company	25011
	INSURER C: Scottsdale Insurance Co.	41297
	INSURER D:	
	INSURER E:	
	INSURER F:	

INSURED  
Vincor Construction, Inc.  
Vincent Cortes  
1609 E. McFadden Ave. @ A  
Santa Ana, CA 92706-4316

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

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	MP8281003001163	10/17/2013	10/17/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
						MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
						GENERAL AGGREGATE \$ 2,000,000
						PRODUCTS - COMPOP AGG \$ 2,000,000
						\$
B	<input type="checkbox"/> AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea resident) \$
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					BODILY INJURY (Per person) \$
						BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
C	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB		XLS0083258	10/17/2013	10/17/2014	EACH OCCURRENCE \$ 4,000,000
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					AGGREGATE \$
	<input checked="" type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	N/A			WC STATUTORY LIMITS \$
						OTHER \$
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

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

JOB: 14320 Palm Drive Hot Desert Springs CA 92240.  
License #763743. County of Riverside is to be Included as Additional Insured per attached form. Thirty Day Cancellation Endorsement Attached. Waiver of Subrogation for General Liability is Attached.

## CERTIFICATE HOLDER

## CANCELLATION

County of Riverside  
3133 Mission Inn. Avenue  
Riverside, CA 92507

RIVERSI

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

AUTHORIZED REPRESENTATIVE

*Pussilla Lopez*

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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/20/2014

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

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Professional Insurance Associates Inc. Matles Insurance Agency Inc. (V2) PO Box 1266 San Carlos, CA 94070	657-667-0225 657-667-0227	CONTACT NAME: Professional Insurance Associates Inc. PHONE (A/C No, Ext): 657-667-0225 E-MAIL ADDRESS: Albert@MatlesIns.com FAX (A/C, No): 657-667-0227
INSURED Vincor Construction, Inc. 1609 E. McFadden Ave. Suite A Santa Ana, CA 92705	(714) 558-8100 (714) 558-8199	INSURER(S) AFFORDING COVERAGE INSURER A : Benchmark Insurance Company INSURER B : Nationwide Mutual Insurance Company INSURER C : INSURER D : INSURER E : INSURER F :
		NAIC # 41394 23787

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

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

INSR LTR	TYPE OF INSURANCE	ADDC/ SUBR INSD/ WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		BA 30-0-6638991 Ded: \$1,000	04/22/2014	04/22/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y N/A	CST5004930	02/22/2014	02/22/2015	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

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

**CERTIFICATE HOLDER****CANCELLATION**

County Of Riverside  
3133 Mission Inn. Avenue  
Riverside, CA 92507

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

AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: MP0081003001163

COMMERCIAL GENERAL LIABILITY

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART.

**SCHEDULE**

**Name of Person or Organization:**

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

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

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

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

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

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

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

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

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

A. Section II – Who Is An Insured is amended to include as an insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability arising out of your ongoing operations performed for that insured. A person's or organization's status as an insured under this endorsement ends when your operations for that insured are completed.

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

**2. Exclusions**

This insurance does not apply to:

a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- (1) The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
- (2) Supervisory, inspection, architectural or engineering activities.

b. "Bodily injury" or "property damage" occurring after:

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

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

POLICY NUMBER: MF0081003001163

COMMERCIAL GENERAL LIABILITY  
CG 24 04 10 93

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE PART**

### **SCHEDULE**

**Name of Person or Organization:**

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

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

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

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



MESA UNDERWRITERS SPECIALTY  
INSURANCE COMPANY

Endorsement # 3

Named Insured: Vince Construction Inc.

Policy Number: MP0001000001143

Effective Date: 12/18/2013

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

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF CANCELLATION TO THIRD PARTIES

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

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

Proof of mailing will be sufficient proof of notice.

SCHEDULE

County of Riverside  
3133 Mission Inn Avenue  
Riverside, CA 92507

All other terms and conditions of this policy remain unchanged.

John Davis  
Authorized Signature

12/18/2013

Date

MUS 01 01 10006 0412

## DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of \_\_\_\_\_ ("Contractor") with authority to make the statements contained in this Declaration on behalf of Bidder, hereby declare the following:

1. The Contractor's employer identification number for state tax purposes is \_\_\_\_\_.

2. The Contractor's workers' compensation insurance policy number is \_\_\_\_\_ and the name, address, and telephone number of the insurance carrier providing said insurance is: \_\_\_\_\_.

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.]:

<b>Vehicle</b>	<b>Vehicle ID #</b>	<b>Vehicle Liability Insurance Policy Number (of policy covering vehicle)</b>	<b>Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)</b>

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"]: \_\_\_\_\_.

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.]:

<b>Total Number of Workers</b>	<b>Total Amount of Wages</b>	<b>Date(s) for Payment of Wages</b>

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.]:

<b>List of Independent Contractors</b>	<b>Current, local, state and federal contractor license identification number</b>

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 \_\_\_\_\_ day of \_\_\_\_\_, in the year 20\_\_ at \_\_\_\_\_, California.

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
Type Name of Signer:

\_\_\_\_\_  
Type Name of Bidder:

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

(LONG FORM)

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**SUPLIMENTAL 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 (Supplimental 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 of 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.

**1.1.27 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.

**1.1.28 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.

**1.1.29 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.

**1.1.30 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.

**1.1.31 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.

1.1.32 **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.

1.1.33 **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.

1.1.34 **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.

1.1.35 **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.

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

1.1.37 **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.

1.1.38 **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.

1.1.39 **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.

1.1.40 **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.

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

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

1.1.43 **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.

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

1.1.45 **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.

1.1.46 **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.

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

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

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

**1.1.50 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.

**1.1.51 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.

**1.1.52 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.

**1.1.53 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.

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

**1.1.55 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.).

**1.1.56 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.

**1.1.57 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".

**1.1.58 EDA.** "EDA" means the Economic Development Agency for the County of Riverside.

**1.1.59 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.

**1.1.60 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.

**1.1.61 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.

**1.1.62 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.

**1.1.63 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.

**1.1.64 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.

**1.1.65 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.

**1.1.66 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.

**1.1.67 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.

1.1.68 **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.

1.1.69 **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.

1.1.70 **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.

1.1.71 **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.

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

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

1.1.74 **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.

**1.1.75 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.

**1.1.76 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.

**1.1.77 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.

**1.1.78 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.

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

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

**1.1.81 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.

**1.1.82 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.

**1.1.83 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.

**1.1.84 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.

**1.1.85 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.

**1.1.86 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.

**1.1.87 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.

**1.1.88 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.

**1.1.89 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.

**1.1.90 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.

**1.1.91 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.

**1.1.92 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.

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

**1.1.94 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.

**1.1.95 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).

**1.1.96 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.

**1.1.97 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.

**1.1.98 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.

**1.1.99 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.

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

**1.1.101 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.

**1.1.102 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.

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

**1.1.104 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.

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

1.1.106

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

**1.1.108 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".

**1.1.109 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.

**1.1.110 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.

**1.1.111 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.

**1.1.112 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.

**1.1.113 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.** "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.

**1.1.115 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.

**1.1.116 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.

**1.1.117 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.

**1.1.118 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.

**1.1.119 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.

**1.1.120 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.

**1.1.121 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).

1.1.122 **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.

1.1.123 **Samples.** "Samples" means physical examples that, when approved by County and Architect, illustrate materials, equipment or workmanship by which the Work is to be evaluated and judged as part of the Submittal process.

1.1.124 **Schedule of Values.** "Schedule of Values" means a detailed, itemized breakdown of the Contract Price, which provides for an allocation of the dollar values to each of the various parts of the Work.

1.1.125 **Self-Performed Work.** "Self-Performed Work" means Work related to a Compensable Change or Deleted Work that is performed or to be performed by Contractor's own laborers who are employed by Contractor, rather than by the employees of a Subcontractor, using materials and equipment purchased by Contractor directly from a supplier or manufacturer.

1.1.126 **Separate Contractor.** "Separate Contractor" means a contractor, subcontractor, supplier or vendor under contract directly to County to provide services, materials, labor, equipment or other work to the Project.

1.1.127 **Shop Drawing.** "Shop Drawing" means a drawing, diagram, schedule and other data specially prepared for the Work by Contractor or a Subcontractor to illustrate some portion of the Work.

1.1.128 **Site.** "Site" means: (1) the parcel of land owned by County on which the Project is to be constructed and such additional parcels as may be purchased by County for such construction; (2) all areas adjacent to such parcels that may be used by Contractor or the Subcontractors for staging, storage, parking or temporary offices; and (3) all land areas, both private and public, adjacent to such parcels on which Work is required to be performed under the Contract Documents, Applicable Laws or permits relating to the Project.

1.1.129 **Specifications.** "Specifications" means the portion of the Contract Documents consisting of the written requirements for materials, equipment, standards and workmanship for the Work and performance of related services.

1.1.130 **Standard of Performance.** "Standard of Performance" means the general standard governing Contractor's performance of its obligations under the Construction Contract, EZIQC General Conditions and EZIQC Supplemental General Conditions as set forth in Section 2.2 of the EZIQC Construction Contract.

1.1.131 **State Water Resources Control Board.** "State Water Resources Control Board" means the State Water Resources Control Board of the State of California.

1.1.132 **Storm Water Permit.** "Storm Water Permit" means any applicable storm water, urban runoff or statewide general NPDES permit issued by the State of California or the United States pursuant to the provisions of the Clean Water Act (Title 33U.S.C. §§1251 et seq.) and/or Porter Cologne Water Quality Control Act (California Water Code §§13000 et seq.) and including any related regulations issued by the State of California or the United States.

1.1.133 **Sub-Bidder.** "Sub-Bidder" means a person or entity that submits a bid to an EZIQC Contractor for some portion of the Work that is to be performed by that person or entity acting as a first-Tier Subcontractor.

1.1.134 **Subcontractor.** "Subcontractor" means a person or entity that has a contract to perform a portion of the Work, including without limitation, subcontractors, sub-subcontractors, suppliers, equipment operators, manufacturers and vendors, of any and every Tier.

1.1.135 **Submittal.** "Submittal" means a Shop Drawing, Product Data, Sample, detailed design, exemplar, fabrication and installation drawing, list, graph, operating instruction or other document required to be submitted by Contractor under the Contract Documents.

**1.1.136 Submittal Schedule.** "Submittal Schedule" means the schedule prepared by Contractor showing the timing for submission and review of Submittals during construction.

**1.1.137 Substantial Completion, Substantially Complete.** "Substantial Completion" and "Substantially Complete" mean the point at which the following conditions have occurred with respect to the entire Work or a portion of the Work designated by County in writing to be Substantially Completed prior to Substantial Completion of the entire Work:

.1 such Work is sufficiently and entirely complete in accordance with Contract Documents so that such Work can be fully enjoyed and beneficially occupied and utilized by County for its intended purpose (except for minor items which do not impair County's ability to so occupy and use such Work);

.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 such 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; and

.3 all building systems included in such Work are operational as specified, all designated or required inspections and certifications by Governmental Authorities have been made and posted and instruction of County's personnel in the operation of the systems has been completed.

**1.1.138 Substantial Completion Punch List.** "Substantial Completion Punch List" means the list of items of Work to be completed or corrected by Contractor for Substantial Completion.

**1.1.139 Substitution.** "Substitution" means a material, product or item of material or equipment proposed by the Bidder or Contractor in place of that specified in the Bidding Documents or Contract Documents.

**1.1.140 Substitution Request Form.** "Substitution Request Form" means the form, so titled, that is included in the Bidding Documents for use by the Bidders when requesting a Substitution.

**1.1.141 Supplementary Conditions.** "Supplementary Conditions" means those portions of the Specifications that supplement, by addition, modification or deletion, a specific portion of the General Conditions.

**Supplemental General Conditions.** "Supplemental General Conditions" means the herein set forth supplemental general terms and conditions governing performance of the Work and titled, Supplemental General Conditions of the Standard Form EZIQC-Work Order Contract Between County and Contractor.

**1.1.142 Supplemental Work Order.** A stand-alone Work Order issued in the same manner and including all the characteristics described in item 1.1.89.1, Work Order, above. The purpose and use of a Supplemental Work Order shall be to provide primary back up for any change to the project by adding or deleting work or time to or from the project for which a Work Order has been issued. Such supplemental work shall be reviewed by the County in advance and shall be approved as compensable under the requirements of the EZIQC Contract and a county change order shall be issued as the primary change order mechanism. Completion and acceptance of Work under a Supplemental Work Order shall follow the same requirements as all Work Orders and all the requirements of the EZIQC Contract.

**1.1.143 Surety.** "Surety" means Contractor's surety(ties) issuing the Bid Bond, Performance Bond or Payment Bond.

**1.1.144 Technical Specifications.** The term "Technical Specifications" means that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work.

**1.1.145 Tier.** "Tier" means the contractual level of a Subcontractor with respect to Contractor. For example, a "first-tier" Subcontractor is under contract with Contractor. A sub-subcontractor under contract with a first-

tier Subcontractor is in the "second tier," and so on. Use of the phrase "of every Tier", or similar phraseology, in the Contract Documents shall not be interpreted as implying that other provisions of the Contract Documents, where such phrase is not used, are intended to be limited in application to only the first Tier or to only certain other Tiers of Subcontractors.

**1.1.146 Time Impact Analysis.** "Time Impact Analysis" means a written report evaluating the impact of an Excusable or Compensable Delay, which shall include, at a minimum, the following: (1) a narrative description of the Delay and its impact on the critical path to achievement of a Substantial Completion or Final Completion of the Work or a portion of the Work designated by County within the Contract Time; (2) a Fragnet; (3) the number of Days of extension sought by Contractor as a Contract Adjustment to the Contract Time; (4) a computation of the Days of Compensable Delay multiplied times the liquidated damages payable to Contractor pursuant to Section 3.3 of the Construction Contract, if any, sought by Contractor; (5) a statement that Contractor has complied with the requirements of the General Conditions for written notice of Delays, along with the dates and copies of such notices; (6) the measures taken by Contractor and Subcontractors to prevent or minimize the Delay; and (7) Contractor's recommendations for reordering or re-sequencing the Work to avoid or minimize further Delay.

**1.1.147 Unexcused Delay.** "Unexcused Delay" means any Delay that is not a Compensable Delay or Excusable Delay or that constitutes a Compensable Delay or Excusable Delay for which Contractor is not entitled to a Contract Adjustment to the Contract Time, including, without limitation, the following: (1) Delay caused 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) Delay for which Contractor has failed to provide a timely and complete Notice of Delay or Request for Extension; or (3) Delay associated with any circumstances where the costs or risk associated with such circumstances are designated in the Contract Documents as being at Contractor's risk or Contractor's Own Expense.

**1.1.148 Unilateral Change Order.** "Unilateral Change Order" means a writing signed by County in accordance with Article 7, below, in which County unilaterally sets forth its Good Faith Determination of the undisputed portion of an otherwise disputed Contract Adjustment.

**1.1.149 Unilateral Work Order.** The purpose of the Unilateral Work Order is to provide the County with a flexible procedure by which it may respond expeditiously to its needs to change project scope of time. By virtue of this clause, the County is entitled to order work and to bind the contractor to performance of the work as needed for the term of their contract. The County will issue a unilateral Change Order, to which the subject Unilateral Work Order will serve as primary back-up, as the mechanism by which the EZIQC Contract will be changed.

**1.1.150 Unit Price.** As used herein refers to the price published in the Construction Task Catalog (CTC) for a specific repair or remodeling task. The unit prices are fixed for the duration of the EZIQC. Each unit price is comprised of the Labor, Equipment and Materials costs to accomplish that specific task.

**1.1.151 Work.** "Work" means all labor, materials, equipment, services, permits, licenses, taxes and other things necessary for Contractor to perform its obligations under the Contract Documents, including, without limitation, any Changes requested by County, in accordance with the Contract Documents and all Applicable Laws. The Work may constitute the whole or a part of the Project. The Scope of Work for this EZIQC is determined by individual Work Orders issued under the Contract. The Scope of Work is the complete description of services to be provided by the Contractor under each individual Work Order. The Scope of Work will include documentation for a given Project. Documentation includes, but is not limited to, a narrative description of the work.

**1.1.152 Work Hours.** Normal Work Hours – Any eight hour shift between the hours of 7am to 5pm weekdays; Other Than Normal Work Hours – 5pm to 7 am weekdays, weekends and holidays.

**1.1.153 Worker's Compensation Certificate.** "Worker's Compensation Certificate" means the statement, completed by Bidder in the form included in the Instruction to Bidders, evidencing the Bidder's compliance with the worker's compensation insurance requirements of the Bidding Documents and Applicable Laws.



## 1.2 CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

1.2.1 **Design Intent.** The intent of the Contract Documents is for Contractor to provide all items necessary to produce a work of improvement that is complete as a whole and that is, in all of its parts, suitable for use and occupancy for its intended purpose, including, without limitation, all equipment, casework, mechanical, electrical and similar devices of whatever nature, completely installed, hooked-up and made fully operational and functional.

1.2.2 **Complementary.** Contract Documents are complementary, and what is called for by one shall be as binding as if called for by all. Any Work called for on the Drawings and not mentioned in the Specifications, or vice versa, shall be performed as though fully set forth in both.

1.2.3 **Technical Words.** Unless otherwise stated in the Contract Documents, technical words and abbreviations contained in the Contract Documents are used in accordance with commonly understood construction industry meanings and non-technical words and abbreviations are used in accordance with their commonly understood meanings.

1.2.4 **Trade Names.** It is not the intention of the Contract Documents to go into detailed descriptions of any materials or methods commonly known to the trade under a "trade name" or "trade term." The mere mention or notation of such "trade name" or "trade term" shall be considered a sufficient notice to the Contractor that it will be required to complete the Work so named with all its appurtenances according to first-class practices of the trade.

1.2.5 **Incidental Items.** The naming of any material or equipment shall mean furnishing and installing of same, including all incidental and accessory items thereto and labor therefor, in accordance with first-class practices of the trade involved, unless specifically noted otherwise.

1.2.6 **Drawing Dimensions.** Figured, derived or numerical dimensions on scale Drawings shall govern over Drawings without figured dimensions. The Drawings shall not be scaled to determine dimensions, and (except in the case of diagrammatic Drawings) dimensions shall be calculated from figures shown on the Drawings. Obvious discrepancies between scale and figured dimensions, not marked "not to scale," must be brought to the Architect's attention before proceeding with the Work affected by the discrepancy. Contractor shall carefully check and compare all portions of the Drawings and Specifications so as to correctly interpolate the intended dimensions for any portion of the Work that is not explicitly dimensioned in the Contract Documents.

1.2.7 **Drawings, Specifications.** In general, the Drawings will show dimensions, positions, and kind of construction and the Specifications will define materials, quality and standards. Work not particularly shown, detailed, marked or specified shall be the same as similar parts that are shown, detailed, marked or specified.

1.2.8 **Typical Work.** Work not particularly shown, detailed, marked or specified shall be the same as similar parts that are shown, detailed, marked or specified.

1.2.9 **Divisions of the Work.** All the Work mentioned or indicated in the Contract Documents shall be performed by Contractor as part of the Work unless specifically indicated in the Contract Documents to be done by others. The organization of the Specifications into divisions, sections and articles and the arrangement of the Drawings shall not control Contractor in dividing the Work among the Subcontractors or in establishing the extent of the Work to be performed by the Subcontractors.

1.2.10 **Applicable Laws.** Compliance with Applicable Laws shall be considered as a part of the Work.

1.2.11 **Interpretations of Laws.** In the event of a conflict between or among Applicable Laws governing performance of the Work, the more stringent shall govern. Contractor assumes, at Contractor's Own Expense, sole responsibility for, and the risk associated with, interpretations of Applicable Laws made by Contractor not predicated on written orders issued by Governmental Authorities that by their terms are applicable to the Project, including, without limitation, interpretations or assumptions made by Contractor based on decisions, orders or approvals (written or unwritten) issued by or on behalf of Governmental Authorities in connection with work on other projects or properties near or in the general vicinity of the Site.

**1.2.12 Modifiers.** The Contract Documents may omit modifying words such as "all" and "any," and articles such as "the" and "an." If a modifier or an article is not included in one statement and appears in another, it is not intended to affect the interpretation of either statement. The use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters whether or not non-limiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

**1.2.13 Singular, Gender, Captions.** When appropriate to the context, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust or other legal entity whenever the context so requires. The captions and headings of the various subdivisions of the Contract Documents are intended only as a matter of reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract Documents or any subdivision thereof.

**1.2.14 Cross-References.** Any cross-references indicated between various paragraphs or other portions of the Specifications, Drawings or other Contract Documents are provided for the convenience of Contractor and shall not be deemed to be all-inclusive.

**1.2.15 Diagrammatic Design.** Drawings and diagrams for mechanical, plumbing, electrical, fire sprinkler, fire alarm and low voltage Work shall be considered as diagrammatic only and shall not be used for any structural guidance or physical layout. Because such Drawings are diagrammatic, Contractor shall be responsible to provide any and all numbers and lengths of fittings, wire, conduit, connections, attachments or similar materials or devices needed to complete the Work, without Contract Adjustment, whether or not they exceed the numbers of pieces or the lengths indicated by such Drawings. Contractor is solely responsible to carefully plan and coordinate in advance, by means of coordination drawings prepared by Contractor or a Subcontractor, the installation of any Work shown diagrammatically and shall do so in such a manner as to make maximum use of the space available and anticipate and avoid wherever possible conflict and interferences among such portions of the Work and with other portions of the Work, including structural members.

**1.2.16 Demolition.** Existing Improvements at the Site of which no specific description is made in the Contract Documents, but which could be reasonably assumed to interfere with the satisfactory completion of the Work, shall be removed and disposed of by Contractor without Contract Adjustment. If Contractor is unsure whether a specific Existing Improvement at the Site which is not specifically described in the Contract Documents should be removed and disposed of, Contractor shall promptly ask the County whether such Existing Improvement is to be removed or remain in place, and shall comply with any directive given in response.

**1.2.17 Omissions.** Items missing from the Contract Documents shall nevertheless be provided by the Contractor, without Contract Adjustment, to the extent reasonably inferable from the Contract Documents as being necessary to satisfy the Design Intent.

**1.2.18 Conflicts.** Notwithstanding the provisions of Paragraph 1.2.19, below, in the event of conflict between any of the Contract Documents, the provision placing a more stringent requirement or greater burden on the Contractor or requiring the greater quantity or higher quality material or workmanship shall prevail, unless otherwise directed by the County in writing.

**1.2.19 Order of Precedence.** Conflicts that cannot be resolved in accordance with the rules of interpretation set forth elsewhere in this Section 1.2, shall be interpreted in accordance with the following order of precedence (the first being the highest order of precedence):

.1 Applicable Laws (provided, however, and notwithstanding Subparagraph 1.2.19.10, below, where the Contract Documents or manufacturer's recommendations or specifications require standards higher than those of Applicable Laws, the Contract Documents or manufacturer's recommendations or specifications shall control);

.2 Supplemental Work Orders; Change Orders, Unilateral Change Orders and Construction Change Directives;

- .3 Addenda;
- .4 Work Order
- .5 EZIQC Contract;
- .6 EZIQC General ConditionsEZIQC Supplementary General Conditions;
- .7 ;
- .8 General Requirements;
- .9 Specifications;

.10 Drawings, subject to the following: (1) large scale plans and details take precedence over small scale Drawings in all cases; (2) full scale Drawings have precedence over both large and small scale Drawings in all cases; (3) detailed Plans and/or Drawings shall have precedence over general Plans and/or Drawings; (4) architectural and structural Drawings take precedence over electrical and mechanical Drawings in regard to location and arrangement of fixtures, outlets, and equipment; and (5) electrical and mechanical Drawings take precedence in describing and specifying equipment and in describing the diagrammatic requirements;

.11 standard and reference specifications which include industry norms, such as, but not limited to, ANSI and ASTM; and

- .12 Reference Documents.

1.2.20 **Conditions Precedent.** Wording used in the Contract Documents indicating that a right of the Contractor or an obligation of the County is subject to or conditioned upon the occurrence of a condition or event, whether or not such condition or event is within the control of Contractor, County or others and whether or not such condition or event is expressly stated to be a "condition precedent", shall be understood and interpreted to mean that the stated condition or event is a condition precedent to the existence, arising, performance and exercise of such right or obligation.

### 1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

1.3.1 **Property of County.** Subject to the provisions of Paragraph 2.4.4, below, all Design Documents, Contract Documents and Project Documents that are prepared by Contractor or a Subcontractor, of any Tier, for use in connection with the Project, including any designs, building designs or other depictions underlying or shown in them, and the Intellectual Property Rights thereto, shall be deemed the sole and exclusive property of County and ownership thereof is irrevocably vested in County, whether the Project is executed or not.

1.3.2 **Assignment of Rights.** Contractor shall, without further consideration, obtain any and all Intellectual Property Rights in the Project Documents and Design Documents prepared by Contractor or any Subcontractor, of any Tier, for use in connection with the Project, including any designs, building designs or other depictions underlying or shown in them, free and clear of any liens or other encumbrances, claims or rights of third parties, transfer such rights, if necessary in writing, to County and cooperate with County in securing and registering such rights, such that County shall own all Intellectual Property Rights and any other tangible and/or intangible property rights associated therewith. Such transfer and assignment will be effective for the entire duration of the copyrights and include, but are not be limited to, all rights in related plans, specifications, documentation, derivative works and moral rights.

1.3.3 **Contractor's Warranty.** Contractor represents and warrants that the Project Documents and Design Documents prepared by Contractor or any Subcontractor for use on the Project, and the use of such Project Documents in the ordinary course, are free of any claim of infringement or any other violation of any Intellectual Property Right or other right of any third party.

1.3.4 **Non-Exclusive License.** Without derogation of County's rights under this Section 1.3, Contractor and Subcontractors, of every Tier, are granted a limited, non-exclusive license, revocable at will of County, to use and reproduce applicable portions of the Design Documents, Contract Documents and Project Documents as appropriate to and for use in the execution of the Work and for no other purpose.

1.3.5 **Reproduction.** Contractor shall do all reproduction and distribution of such reproducible prints of Contract Documents and Design Documents as are necessary for the complete pricing and performance of the Work, including, without limitation, all Changes. The costs of such reproduction shall be at Contractor's Own Expense.

1.3.6 **Delivery to County.** All Design Documents and Contract Documents (including originals and copies), and one (1) copy of all other Project Documents, in the possession of Contractor or Subcontractors shall be delivered to County upon the earlier of Final Completion of the Work or termination of the Construction Contract; provided, however, that Contractor shall have the right to retain one (1) copy of the Contract Documents and Submittals as a permanent record.

1.3.7 **Subcontractors.** Contractor shall take all necessary steps to ensure that a provision is included in all contracts with Subcontractors, of every Tier, who perform Work on the Project protecting and preserving County's rights as set forth in this Section 1.3.

## ARTICLE 2 COUNTY RIGHTS AND OBLIGATIONS

### 2.1 INFORMATION, APPROVALS AND SERVICES REQUIRED OF COUNTY

2.1.1 **Legal Descriptions.** County shall furnish, within a reasonable time after written request by Contractor, a legal description of the Site and information describing legal limitations affecting the Site that are recorded with applicable Governmental Authorities, such as, but not limited to, easements.

2.1.2 **Permits and Fees.** County shall secure and pay for only those permits and fees which are expressly stated to be the responsibility of County under the Contract Documents. County shall pay for all hook-up fees (not including "tap fees", which are the responsibility of Contractor pursuant to Paragraph 3.14.3, below) in order to establish a new account with a utility provider.

2.1.3 **County Approvals.** Information, approvals and decisions required of County or a County Consultant for which a County Review Period or County Review Date is included in the Construction Schedule that is approved by County shall be provided in accordance with the Construction Schedule. If a County Review Period or County Review Date is not set forth in the Construction Schedule approved by County, then such information, approvals and decisions shall be provided upon written request by Contractor without unreasonable Delay. Notwithstanding the foregoing, failure by County, Architect or a County Consultant to provide any information, approvals or decisions shall not be considered as a basis for Contract Adjustment to the Contract Time unless and until, and in calculating a Contract Adjustment any Delay or extension of the Contract Time resulting from a late-issuance of such information, approval or decision shall not commence until after:

.1 in the case of information, approval or decision for which there is a County-approved County Review Period or County Review Date in the County-approved Construction Schedule, seven (7) Days have passed since the County and the individual from whom such information, approval or decision is sought have received from Contractor a written notice containing all the following:

- (1) a detailed description of the information, approval or decision required;
- (2) a statement that the County Review Period or County Review Date has expired or passed; and
- (3) a statement, prominently displayed, that: "PURSUANT TO PARAGRAPH 2.1.3 OF THE GENERAL CONDITIONS, THE FAILURE TO PROVIDE THE REQUESTED INFORMATION, APPROVAL OR

DECISION WITHIN 7 CALENDAR DAYS FROM THIS NOTICE MAY RESULT IN A REQUEST FOR A CONTRACT ADJUSTMENT"; or

.2 in the case of information, approval or decision for which there is no County Review Period or County Review Date set forth in the County-approved Construction Schedule, thirty (30) Days have passed since the County and the individual from whom such information, approval or decision is sought have received from Contractor a written notice that includes the statements set forth Clauses (1) and (2) of Subparagraph 2.1.3.1, above, and that includes a statement, prominently displayed, that: "PURSUANT TO PARAGRAPH 2.1.3 OF THE GENERAL CONDITIONS, THE FAILURE TO PROVIDE THE REQUESTED INFORMATION, APPROVAL OR DECISION WITHIN 30 CALENDAR DAYS FROM THIS NOTICE MAY RESULT IN A REQUEST FOR A CONTRACT ADJUSTMENT".

**2.1.4 Approvals.** Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of County, Architect or any other Project Team member, or by tests, inspections or approvals required or performed by persons other than the Contractor.

**2.1.5 Non-Specified Items.** County reserves the right to approve materials and sources of supply of materials that are not specified in the Contract Documents and that are used for the performance of the Work.

## **2.2 COUNTY'S RIGHT TO STOP THE WORK**

If Contractor fails to correct Defective Work as required by Section 13.2 of these General Conditions, fails to perform the Work in accordance with the Contract Documents or violates any Applicable Law, County may immediately order Contractor to stop the Work, or any portion thereof, until the cause for such direction has been eliminated by Contractor. Contractor shall immediately comply with such notice at Contractor's Own Expense. Nothing stated herein or elsewhere in the Contract Documents shall be interpreted as placing upon County a duty or responsibility to Contractor or any other party to exercise its right to stop the Work.

## **2.3 COUNTY'S RIGHT TO CARRY OUT THE WORK**

If Contractor fails to carry out the Work in accordance with the Contract Documents, fails to provide sufficient labor, materials, equipment, tools and services to maintain the Construction Schedule, or otherwise fails to comply with any requirement of the Contract Documents, and fails to cure such failure in the manner required by Subparagraph 15.1.1.4, below, County may correct such failure. In such case, County shall be entitled to recover from Contractor or deduct from payments then or thereafter due Contractor for any Loss resulting from such failure, including compensation for the additional services and expenses of County, County Consultants and others whose services are reasonably required and made necessary thereby. If payments then or thereafter due Contractor are not sufficient to cover such amounts, Contractor shall promptly pay the amount of the shortfall to County.

The County may, by written notice to the Contractor, terminate the right to proceed with the Work or any separable part of the Work. In this event, the County may take over the Work and complete it by contract or otherwise, and may take possession of and use any materials, appliances, and plant on the site necessary for completing the Work. The Contractor and Contractor's sureties shall be liable for any damage to the County resulting from events of the default, whether or not the Contractor's right to proceed with the Work is terminated. This liability includes any increased costs incurred by the County in completing the Work.

## **2.4 ACCOUNTING, RECORDS AND AUDIT**

**2.4.1 Accounting System.** Contractor shall exercise such controls as may be necessary for proper financial management of the Work. Such accounting and control systems shall comply with prevailing custom and practice for similar projects, be satisfactory to County and shall include preservation of the books and records described in Paragraph 2.4.2, below, subject to Contractor's obligations under Paragraph 1.3.6, above, for a period of ten (10) years after Final Completion of the Work, or for such longer period as may be required by Applicable Laws.

**2.4.2 Books and Records.** Contractor shall keep, and shall require provisions to be included in all contracts entered into by Subcontractors, of every Tier, requiring the Subcontractors, of every Tier, to keep, full and detailed books, records, information, materials and data, of every kind and character (hard copy, as well as computer

readable data if it exists) that have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project and all associated Work Orders, Work or Construction, including, without limitation, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, estimates, field orders, construction change directives, schedules, requests for information, diaries, logs, reports, shop drawings, samples, exemplars, drawings, specifications, invoices, delivery tickets, receipts, vouchers, cancelled checks, memoranda, accounting records; job cost reports, job cost files (including complete documentation of negotiated settlements), backcharges, general ledgers; documentation of cash and trade discounts earned, insurance rebates and dividends, and other documents relating in any way to any claims, charges or time extensions asserted by Contractor or any of the Subcontractors, of any Tier, or relating to any credits, rebates or discounts owing to County.

**2.4.3 Inspection and Copying.** Contractor shall allow, and shall require provisions to be included in all contracts and Work Orders entered into by Subcontractors, of every Tier, allowing, County and the auditor for the State of California (and the authorized representative(s), auditors, attorneys and accountants of each) upon twenty-four (24) hours notice to Contractor, full access to inspect and copy all its aforesated books and records at a location within the Southern California area. Such right of audit may be exercised by either County or the auditor for the State of California as often as reasonably necessary to verify Contractor's continuing compliance with the Contract Documents.

**2.4.4 Confidential Information.** Nothing stated in this Section 2.4 or elsewhere in the Contract Documents shall be interpreted as a waiver by Contractor or any Subcontractor of any rights of privilege or confidentiality that are provided for by Applicable Law nor as authorizing the inspection of books and records that contain information concerning estimating means or methods that is not, in whole or part, relevant to a charge or demand being asserted by Contractor or a Subcontractor involving Extra Work, Deleted Work, Delay or a Claim.

**2.4.5 Withholding of Payment.** In addition to and without limitation upon County's other rights and remedies for breach, including any rights of County to withhold payment that are set forth elsewhere in the Contract Documents, County shall have the right, exercised in its sole discretion, to withhold from any payment due to Contractor under an Application for Payment a sum of up to ten percent (10%) of the total amount set forth in such Application for Payment until Contractor and the Subcontractors have complied with any outstanding and unsatisfied obligation under this Section 2.4. Upon compliance with this Section 2.4, any such monies withheld shall be released to Contractor.

**2.4.6 Specific Performance.** Contractor agrees that any failure to provide access to books and records as required by this Section 2.4 will result in irreparable harm and prejudice to County and shall, without the necessity of posting of any bond or undertaking, be specifically enforceable by means of a mandatory injunctive order (temporary, preliminary, provisional or otherwise) issued by a court of competent jurisdiction, which order the County and Contractor hereby consent to being issued based upon affidavits and without the necessity of oral testimony.

## **2.5 COUNTY FURNISHED MATERIALS**

**2.5.1 Supply by County.** County shall have the right to furnish materials, products or equipment directly for processing and incorporation by Contractor in lieu of Contractor providing materials, products or equipment specified in the Contract Documents to be provided by Contractor as part of the Work.

**2.5.2 Deleted Work.** If the materials, products or equipment are provided by County pursuant to Paragraph 2.5.1, above, then a Supplemental Work Order and associated Change Order shall be executed deleting such materials, products or equipment from the Work thereby offsetting the value of the original Work Order Amount and reducing the County's cost in the manner provided for in Article 7, below, applicable to Contract Adjustments for Deleted Work.

**2.5.3 Delivery Deadlines.** Without limitation to Contractor's obligations under Article 8, below, upon receipt of written instruction by County of its intent to provide materials, products or equipment pursuant to this Section 2.6, Contractor shall notify County promptly in writing of any deadlines within which such materials, products or equipment must be received at the Site in order to avoid Delay.

**2.5.4 Delivery to Site.** Contractor shall, upon their delivery to the Site, properly receive and unload materials, products or equipment furnished by County pursuant to this Section 2.5.

**2.5.5 Care, Custody and Control.** Contractor assumes full and unconditional responsibility for care, custody and control of the materials, products or equipment that are furnished by County pursuant to this Section 2.5, whether or not they have been accepted by County, and assumes sole responsibility for any subsequent loss, injury or damage thereto occurring prior to Final Completion.

**2.5.6 Notice of Deficiencies.** Contractor shall carefully inspect any materials, products or equipment furnished by County pursuant to this Section 2.5 and immediately notify County of any defect or deficiency in such materials, products or equipment or any nonconformity in such materials, products or equipment with the requirements of the Contract Documents or with the requirements of the other documentation provided to Contractor setting forth the conditions of County's purchase. Contractor shall not accept any materials, products or equipment furnished by County with respect to which Contractor has provided such notice of defect, deficiency or non-conformity unless and until instructed to do so in writing by County.

**2.5.7 Incorporation in Work.** Contractor shall, as part of the Work and without Contract Adjustment, provide any and all processing, fabrication, cutting, shaping, fitting, assembly and installation of materials, products or equipment furnished by County pursuant to this Section 2.5 in full compliance with the requirements of the Contract Documents and the manufacturer's instructions and recommendations.

## **2.6 COUNTY INSTALLED ITEMS**

Contractor shall notify County, a reasonable time in advance, of the Contractor's scheduled dates for installation of items that are specified in the Contract Documents to be placed on, attached to or incorporated into the Work by County or Separate Contractors. In the event that Contractor fails to do so or if due to Unexcused Delay the County is unable after such notice by Contractor to so place, affix or incorporate such items, then Contractor shall be responsible, in addition to any amounts due to County for liquidated damages, to reimburse County for costs of storage or rental of temporary replacement items until such time as the Work is in a condition suitable for such items to be placed, affixed or incorporated.

## **2.7 COUNTY'S ADDITIONAL RIGHTS**

The rights stated in this Article 2 are in addition to and not in limitation of any other rights of County granted elsewhere in the Contract Documents or under Applicable Laws.

# **ARTICLE 3 CONTRACTOR PERFORMANCE**

## **3.1 CONTRACTOR STATUS**

**3.1.1 Independent Contractor.** Contractor is, and shall at all times be deemed to be, an independent contractor and is wholly responsible for the performance of the obligations required of it by the terms of the Contract Documents.

**3.1.2 Agents, Employees.** Contractor wholly assumes responsibility for the acts and omissions of its agents and employees and the agents and employees of each Subcontractor, of every Tier, as they relate to the Work. Contractor, its agents and employees, shall not be entitled to any rights or privileges of County's employees and nothing contained in the Contract Documents and no course of conduct shall be construed as creating the relationship of employer and employee, or principal and agent, between County and any agent or employee of Contractor or any Subcontractor. County shall have the right, but not the obligation, to monitor the employment and other activities of Contractor and the Subcontractors to determine compliance with the terms of the Contract Documents.

**3.1.3 Licenses.** Contractor and the Subcontractors, of every Tier, shall maintain, such contracting, professional and business licenses as may be required by Applicable Laws for the duration of time that Contractor is performing the Work under the Contract Documents, including the period of any warranty provided covering all or any portion of the Work.

**3.1.4 Subcontractors.** Contractor is responsible to County for acts and omissions of the Subcontractors and their agents and employees and other persons performing portions of the Work under a contract with a Subcontractor, of any Tier.

**3.1.5 Design Services.** Contractor shall provide professional services if such services are expressly, or by reasonable implication, required by the Contract Documents for a portion of the Work or are required in order for Contractor to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Professional design services or certifications so required of Contractor shall be furnished by design professionals exercising the highest standard of care and utilizing designs and engineering that comply with all systems, materials or equipment, performance and design criteria set forth in the Contract Documents. Certification by a properly licensed design professional, including such professional's signature and seal, shall appear on all drawings, calculations, specifications, certifications and other documents prepared by such professional. Submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted. County, Architect and County Consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

## **3.2 REVIEW OF DOCUMENTS, SITE AND EXISTING IMPROVEMENTS**

**3.2.1 Contractor's Duty of Review.** Contractor's submission of its Bid and execution of the NJPA Indefinite Quantity Construction Agreement constitutes its representation, acknowledgement and agreement that it had sufficient time, access and opportunity prior to the Bid Closing Deadline to conduct a careful and thorough examination, to its satisfaction, of:

.1 the Bidding Documents, Contract Documents, Reference Documents and other information provided by NJPA to Contractor prior to the Bid Closing Deadline concerning the application and use of the Construction Task Catalog & Specifications (CTC & Specs) in determining the Contractor's ability to successfully perform work under this EZIQC Contract, including but not limited to proper use of detailed line items in the CTC and calculation of associated pricing commensurate with the Contractors means and methods, in determining the bid factors.

.2 the visible conditions at the Site associated with this EZIQC Contract and associated Work Order and its surroundings, visible conditions of Existing Improvements and their existing uses by County or the public, routes of ingress and egress, and local conditions in the vicinity of the Site (including, without limitation, sources and availability of labor, materials and equipment);

.3 the status of any construction at the Site associated with this EZIQC Contract and associated Work Order concurrently under construction; and

.4 all information concerning visible and concealed conditions above and below the surface of the ground at the Site associated with this EZIQC Contract and associated Work Order and in Existing Improvements (including, without limitation, surveys, reports, data, as-built drawings of Existing Improvements and utility sources, capacities and locations) that was either (1) provided by County to Contractor or other Bidders (including, but not limited to, the Bidding Documents and Reference Documents).

### **3.2.2 Contract Adjustments.**

.1 **Differing Site Conditions.** Except as otherwise provided in Subparagraph 3.2.3, below, the Contractor's right to a Supplemental Work Order in the event Contractor encounters conditions at the Site or in Existing Improvements that vary from those indicated by the Contract Documents, original Work Order or other information that was either reviewed by Contractor or that Contractor was given the opportunity to review prior to the Work Order Deadline shall be governed exclusively by Paragraph 4.3.8, below, pertaining to Differing Site Conditions.

.2 **Design Discrepancies.** Except as otherwise provided in Subparagraph 3.2.3, below, and subject to the Contractor's compliance with the other provisions of the Contract Documents governing the Contractor's right to a Contract Adjustment (including, without limitation, Article 7 and Article 8, below), Contractor shall be entitled to a Supplemental Work Order due to Design Discrepancies, subject to the following conditions and limitations:



(1) **Compensable Change.** There shall be no Supplemental Work Order to the Contract Price for Extra Work that the Contractor is required to perform as a result of a Design Discrepancy unless all of the following conditions have been met prior to Contractor or any Subcontractor performing any portion of the Work involving or affected by such Design Discrepancy:

(a) the circumstances giving rise to such Extra Work conform to all of the requirements of Subparagraph 1.1.29.2 through Subparagraph 1.1.29.4, above, applicable to Compensable Changes;

(b) Contractor has submitted to County and Architect a Request for Information in compliance with Paragraph 3.2.5, below, seeking clarification of such Design Discrepancy;

(c) Contractor has submitted to County a timely and complete Notice of Change in accordance with Article 7, below, describing such Extra Work in detail;

(d) Contractor has received a Construction Change Directive and associated Supplemental Work Order signed by County in accordance with Article 7, below, directing that Contractor perform the portion of the Work in question; and

(e) unless otherwise provided in such Construction Change Directive, Contractor has submitted to County a Supplemental Work Change Order and/or Change Request in accordance with the requirements of Article 7, below, setting forth the particulars of its request for Contract Adjustment via a Supplemental Work Order on account of such Extra Work.

(2) **Compensable Delay.** There shall be no Supplemental Work Order to the Work Order Amount or Work Order Time for Delay as a result of a Design Discrepancy unless all of the following conditions have been met prior to Contractor or any Subcontractor performing any portion of the Work involving or affected by such Design Discrepancy:

(a) if the Delay is the result, in whole or in part, of Extra Work, all of the requirements of Subparagraph 3.2.2.2 (1), (a) through (e), above, have been met;

(b) the circumstances giving rise to such Delay conform to all of the requirements of Subparagraph 1.1.30.2 and Subparagraph 1.1.30.3, above, applicable to Compensable Delay; and

(c) Contractor has submitted to County a timely and complete Notice of Delay and a timely and complete Request for Extension in accordance with Article 8, below, setting forth the particulars of its request for a Supplemental Work Order on account of such Compensable Delay.

(3) **Differing Site Conditions.** The Contractor's right to a Supplemental Work Order as a result of variances between (a) the Contract Documents or other documents or information described in Paragraph 3.2.1, above, that, prior to the Work Order Approval was either reviewed by Contractor or was available to Contractor for review prior to the Work Order Approval and (b) conditions at the Site or in Existing Improvements shall, notwithstanding the fact that the circumstances asserted by Contractor as a basis for such Work Order and or Supplemental Work Order Adjustment may involve, relate to or arise out of a Design Discrepancy, be governed by the provisions of the Work Order Contract Documents setting forth the Contractor's right to Work Order and or Supplemental Work Order Adjustments on the grounds of Differing Site Conditions.

### 3.2.3 WAIVER BY CONTRACTOR.

**CONTRACTOR AGREES THAT IT SHALL NOT BE ENTITLED TO, AND HEREBY CONCLUSIVELY WAIVES, ANY RIGHT TO CONTRACT ADJUSTMENT, AS WELL AS THE RIGHT TO ANY OTHER OR FURTHER RECOURSE OR RIGHT OF RECOVERY FROM COUNTY, ON ACCOUNT OF LOSSES OR DELAYS THAT ARE A RESULT OF EITHER A DIFFERING SITE CONDITION OR A DESIGN DISCREPANCY, IF PRIOR TO THE WORK ORDER APPROVAL SUCH DIFFERING SITE CONDITION OR DESIGN DISCREPANCY WAS:**

(1) DISCOVERED BY CONTRACTOR AND CONTRACTOR, NOTWITHSTANDING SUCH DISCOVERY, FAILED TO REPORT SUCH DIFFERING SITE CONDITION OR DESIGN DISCREPANCY TO COUNTY IN WRITING PRIOR TO THE WORK ORDER APPROVAL;

(2) ALTHOUGH NOT ACTUALLY DISCOVERED BY CONTRACTOR PRIOR TO THE WORK ORDER APPROVAL WAS REASONABLY DISCOVERABLE BY CONTRACTOR UNDER THE STANDARD OF PERFORMANCE SPECIFIED IN THE CONSTRUCTION CONTRACT, INCLUDING, WITHOUT LIMITATION, A DIFFERING SITE CONDITION OR DESIGN DISCREPANCY THAT WAS OVERLOOKED BY CONTRACTOR DUE TO A FAILURE BY CONTRACTOR TO FULLY FAMILIARIZE ITSELF PRIOR TO THE WORK ORDER APPROVAL DEADLINE WITH ANY OF THE DOCUMENTS, INFORMATION OR CONDITIONS REFERRED TO IN PARAGRAPH 3.2.1, ABOVE.

**3.2.4 Continuing Obligation.** In addition and without limitation to Contractor's obligations under Paragraph 3.2.1, above, or elsewhere in the Contract Documents, Contractor shall have the continuing obligation until Final Completion to promptly report to County, by means of submission by Contractor of a Request for Information that complies with the requirements of Paragraph 3.2.5, below, any and all of the following:

.1 information contained in the Bidding Documents, Contract Documents, Reference Documents or other documentation that was either reviewed by Contractor or that Contractor was given the opportunity to review prior to the Work Order approval, as well as any visible conditions at the Site, in Existing Improvements or in the vicinity of the Project, that Contractor knows, or in the exercise by Contractor of its duties under the Standard of Performance should have known, may render a portion of the Work in any respect, wholly or partially, unsuitable or incomplete to meet the requirements of the Contract Documents, the Design Intent or Applicable Laws, and

.2 conditions in the Work that constitute Defective Work or that cause or are likely to cause any other portion of the Work to be Defective Work.

Without limitation to County's other rights under the Contract Documents, any portion of the Work, Existing Improvements or the work of Separate Contractors or County's own forces requiring replacement, repair or correction due to a failure by Contractor or any Subcontractor, of any Tier, to comply with its continuing obligation under this Paragraph 3.2.4 shall be promptly replaced, repaired or corrected to County's satisfaction, at Contractor's Own Expense.

**3.2.5 Requests for Information.**

.1 **Time for Submittal.** Requests for Information shall be submitted no later than three (3) Days after the date Contractor learns of the circumstances giving rise to the question contained in the Request for Information. Requests for Information shall be submitted by or through the Contractor and not directly by Subcontractors.

.2 **Content.** Each Request for Information shall, in addition to the Contractor's specific question or request, include the following:

(1) a detailed description of the circumstances giving rise to the Contractor's request or question, including, without limitation, any related Design Discrepancy;

(2) Contractor's request for clarification, including, without limitation, any request for further detailing or correction of the Contract Documents; and

(3) a statement of whether Contractor believes it is entitled to a Contract Adjustment by reason of the circumstances described.

.3 **Form.** Contractor shall submit Requests for Information using forms provided or approved by County.

**.4 Unnecessary, Multiple Requests.** Contractor shall carefully review, coordinate and consolidate (where appropriate to prevent piecemeal submission) Requests for Information (whether originating with Contractor or the Subcontractors) prior to submitting them in order to eliminate unnecessary or duplicative requests.

**.5 Responses.** Responses to Requests for Information shall be furnished with reasonable promptness so as to not unreasonably Delay progress of the Work; provided, however, that the timing of a response by the Architect, County or a County Consultant to a Request for Information shall not constitute grounds for a Contract Adjustment unless Contractor has complied with the requirements set forth in this Paragraph 3.2.5 and, if applicable, Paragraph 2.1.3, above.

**.6 Back Charges by County.** County shall have the right to deduct from payments due to Contractor sums expended by County for the services of the Architect, Inspectors of Record or County Consultants due to a failure by Contractor to comply with this Paragraph 3.2.5.

#### **.7 WAIVER BY CONTRACTOR.**

**FAILURE BY CONTRACTOR TO SUBMIT A REQUEST FOR INFORMATION IN ACCORDANCE WITH AND UNDER CIRCUMSTANCES IN WHICH A REQUEST FOR INFORMATION WAS REQUIRED BY THIS PARAGRAPH 3.2.5 SHALL RESULT IN CONTRACTOR WAIVING ITS RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF ANY LOSS OR DELAY THAT COULD HAVE BEEN AVOIDED IF SUCH REQUEST FOR INFORMATION HAD BEEN PROPERLY PREPARED AND TIMELY SUBMITTED.**

**3.2.6 Correction of Work.** Contractor shall, at Contractor's Own Expense, correct or replace in accordance with the direction of County any portion of the Work that is performed by Contractor or a Subcontractor knowing that it involves, or that Contractor or Subcontractor in the exercise of reasonable care and diligence should have known involves, a portion of the Contract Documents that contains an error, omission, conflict, ambiguity, lack of coordination or noncompliance with Applicable Laws, without first notifying and obtaining the written approval of County and Architect.

### **3.3 SUPERVISION AND CONSTRUCTION PROCEDURES**

**3.3.1 General Obligation.** Contractor shall provide competent, fully qualified personnel to supervise, administer, manage and direct the Work, competently and efficiently, at all times devoting their best skill and attention to perform the Work in accordance with the Contract Documents.

**3.3.2 Supervisory Staff.** Contractor shall employ a competent project manager, superintendent, scheduler, forepersons and necessary assistants during performance of the Work. Contractor's superintendent and forepersons shall be present at the Site at all times that the Work is in progress and at any time that any employee of Contractor or a Subcontractor is present at the Site. Contractor's project manager and superintendent shall, unless excused from attendance by the County, attend all job meetings. Contractor's project manager and superintendent must be able to fluently read and write in English. Contractor's superintendent shall not perform the Work of any trade, pick up materials, or perform any Work not directly related to the supervision of the Work and shall be available twenty-four (24) hours a Day, seven (7) Days a week, to respond to emergencies.

**3.3.3 County Supplementary Personnel.** Without limitation upon any of the rights or remedies of the County under the Contract Documents or under Applicable Laws, in the event that Contractor fails to have personnel on Site to supervise the Work, the County shall have the right, but not the obligation, upon twenty-four (24) hours' telephonic or email notice by the County to Contractor, to provide such supervision on a temporary basis and to deduct from the sums owing to Contractor the actual costs of such temporary supervision. Contractor shall, notwithstanding the County's providing such temporary supervision, remain solely responsible for all actions and omissions of its personnel and of the Subcontractors.

**3.3.4 Means, Methods, Procedures.** Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and coordinating all portions of the Work, unless the Contract Documents specify other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, Contractor shall nonetheless be fully and solely responsible for the adequacy and safe implementation of such

means, methods, techniques, sequences or procedures. If Contractor believes that such specified means, methods, techniques, sequences or procedures may not be safe or adequate, Contractor shall give written notice to County and Architect and shall not proceed with that portion of the Work without further written instruction from County or Architect. In response to such notice, County may order Contractor to improve the character or increase the efficiency of the means, methods, techniques, sequences or procedures employed, and Contractor shall conform to such order; but the failure of County to order such improvement or increase of efficiency will neither relieve Contractor from its sole responsibility for safety at the Site nor relieve Contractor from its obligation to perform the Work in accordance with the Contract Documents and Applicable Laws.

### 3.3.5 Ordering Procedures:

.1 As the need exists for performance under the terms of the EZIQC Program, the County will notify the Gordian Group Project Manager (Gordian PM) of a proposed Work Order Project.

.2 Upon receipt of this notification, the Gordian PM shall work with the County representative to select a Contractor with a current, approved NJPA Indefinite Quantity Construction Agreement who is best suited and able to respond to the needs of the County within two working days by:

- (1) Establishing verbal contact with the County and the Gordian PM to further define the scope of the proposed Work Order, and
- (2) Visiting the proposed work site in the company of a County representative and the Gordian PM, and participating in the conduct of a scope validation site visit and conference which will include discussion and establishment of the following:
  - .1 Project number and title
  - .2 Existing site conditions
  - .3 Methods and alternatives for accomplishing work
  - .4 Definition and refinement of requirements
  - .5 Detailed scope of work
  - .6 Requirements for plans, sketches, shop drawing etc.
  - .7 Tentative work schedules
  - .8 Preliminary quantity estimates
- (3) Upon completion of the scope validation meeting, the Gordian PM will issue a Request for Proposal which requires that the Contractor prepare a proposal for the Work under consideration.
- (4) The Contractor will prepare the Proposal, which shall include but not be limited to the following:
  - .1 Firm fixed price proposal
  - .2 Schedule in a form as required by the County.
  - .3 Subcontractor list including the price to be paid to each subcontractor and any shop drawings or other information required for the County to be able to review the price proposal.
- (5) Processing Time Limits
  - (a) Request for Proposal Submittal: The Contractor shall submit the Proposal for the Project on or before the due date stated in the Request for Proposal (RFP). Time shall be 14 days maximum unless otherwise specified.

(b) Request for Information Submittal: The Contractor shall make a thorough analysis of each proposed Job Order and submit all Requests for Information (RFI's) within 7 days after issuance of any RFP. Submission of RFI's shall in no way extend the proposal due date unless deemed necessary by the County's Project Manager and the Gordian PM.

(c) Proposal Review: Contractor's project manager or agent shall be available for proposal review meetings within 24 hours of being notified by the County (via faxes, e-mail, telephone, etc.). After review of the Proposal, the Contractor shall remove all inappropriate line items and adjust quantities as directed by the County's Project Manager and the Gordian PM.

(d) Revised Proposal: The Contractor shall submit a revised Proposal within 24 hours of proposal review meeting (unless otherwise specified). Upon review of a revised Proposal, the Contractor shall remove all line items or adjust quantities deemed inappropriate by the County's Project Manager and re-submit the Proposal with 24 hours. No new line items may be added to the Proposal. No quantities increased or added modifiers will be accepted unless agreed to by the County during any needed second proposal review meeting.

(e) Enforcement: Processing time limits described herein are of the essence to all EZIQC Contracts. Failure to comply with these time limits may result in termination of the subject EZIQC Contract.

(6) Pre-priced work requirements: Pre-priced work requirements will identify the type and number of work units required from the Construction Task Catalog. The price per unit set forth in the Construction Task Catalog shall serve as the base price for the purpose of the operation of this article. The Contractor's Proposal shall include support documentation to indicate that adequate engineering and planning for the requirement has been done, and that the work units proposed are reasonable for the tasks to be performed. Documentation to be submitted with the Proposal shall include, but not be limited to, drawings, calculations, catalog cuts, specifications, and architectural renderings.

(7) Non-Prepriced Work Requirements: Units of work not included in the Construction Task Catalog but within the general scope and intent of this EZIQC Contract may be negotiated into this EZIQC Contract as needs arise. Such work requirements shall be incorporated into and made a part of this EZIQC Contract and the Work Order to which they pertain, and may be incorporated into the Construction Task Catalog if determined appropriate by the NJPA at the base price determined in this article. Non-prepriced work requirements shall be separately identified and submitted in the Work Order proposal. Information submitted in support of non-prepriced work shall include, but not be limited to, the following:

- .1 Complete specifications and technical data, including work unit content, work unit costs data, quality control and inspection requirements.
- .2 Work schedule, this will include an update for other projects concurrently under construction and how these projects will affect the new project.
- .3 Pricing data submitted in support of non-prepriced work units shall include a cost or price analysis report, establishing; the basis for selecting the approach proposed to accomplish the requirements. Unless otherwise directed by the County, costing data will be submitted demonstration that the Contractor sought and received three quotes.

The Contractor shall provide an installed unit price (or demolition price if appropriate) which shall include all costs required to accomplish the Non-Prepriced Task.

- .4 The final price submitted for Non Prepriced Tasks shall be according to the following formula:

**CONTRACTOR PERFORMED DUTIES**

A= Direct Labor Costs and Fringe Benefits per Prevailing Wage Rates.

B= Direct Material Costs (supported by quotes)

C= Direct Equipment Costs (supported by equipment amortization data)

D= Allowable Overhead Costs = A x 55%

(This includes Workers Compensation insurance).

E= Allowable Profit = (A+B+C) x 10%

Subcontractor Performed Duties

F= Cost of Subcontractors to Contractor (supported by quotes)

G= Contractor's Allowance for Subcontractor Cost = F x 5%

H= Contractor's Overhead for Subcontractors Costs in accordance with the following schedule:

F x 0% for Non-Prepriced (NPP) Tasks < 10% of total Work Order Value

F x 7% for NPP Tasks 10-20% of total Work Order Value

F x 10% for NPP Tasks > 20% of total Work Order Value

The final value of the NPP Task will be:

A+B+C+D+E+F+G+H

Following approval by the County of a Non-Pre-Priced Task and unit price, the Non-Pre-priced Task unit price will be entered into the computer data base.

- .5 The total extended price for the Non-Pre-Priced Task will be determined by multiplying the unit price by the quantity required. The price offered in the Proposal will be determined by multiplying the total extended price by the adjustment factor identified in the applicable NJPA Indefinite Quantity Construction Agreement which is 1.1892 for this EZIQC Contract.
  - .6 After using a Non-prepriced item on three separate Work Orders, the unit price for the work item will be negotiated and fixed as a permanent pre-price item which will no longer require price justification.
  - .7 The County will evaluate the proposed work unit and compare them with the independent County estimate of the same tasks to determine the reasonableness of approach, including the nature and number of work units proposed. The County will determine whether the Contractor's Work Order Proposal is in line with its own estimate.
  - .8 Following agreement on non-prepriced work unit content and price, the work unit price will be adjusted to a work unit base price equivalent to the price of work units contained in the Construction Task Catalog. This base price shall be developed by dividing the agreed-upon unit price by the Contractor's adjustment factor currently in effect for requirements to be accomplished during normal working hours.
  - .9 The base prices determined will be multiplied by the number of work units required to determine the extended base unit price, which will be converted to the Work Order firm fixed-price by multiplying the extended base unit price by the appropriate current Contractor's adjustment factor.
- (8) Each Work Order shall state the agreed upon requirements and fixed price of performance, the schedule for the Work, and shall cite the funds allotted for payment of the Work ordered and the item number, description, quantity, unit price and extended price (i.e. unit price times number of units) separated between prepriced and non-prepriced units and separated between regular and overtime efforts; applicable adjustment factors, and totaled to include the firm-fixed price for the order. All clauses of this EZIQC Contract shall be applicable to any Work Orders issued under this clause. Work Orders will be accomplished on an appropriate form which the Contractor shall sign a copy of evidencing acceptance of the Work Order.