

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

714



**FROM:** Economic Development Agency

**SUBMITTAL DATE:**

October 29, 2015

**SUBJECT:** Riverside County Information Technology Heating, Ventilation and Air Conditioning Maintenance Services Contract – Approval of In-Principle, Contract through Easy Indefinite Quantity Contract with ACCO Engineered Systems, Inc., and Estimated Project Budget, Districts 1 and 2, [\$268,088], Riverside County Information Technology Funds 100%

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Approve in-principle the Riverside County Information Technology (RCIT) Heating, Ventilation and Air Conditioning (HVAC) Maintenance Services Contract to provide service and maintenance to three separate RCIT data center sites within Riverside County;
2. Authorize the use of the Easy Indefinite Quantity Contract (EZIQC) sponsored by the National Joint Powers Alliance (NJPA) for a contract with ACCO Engineered Systems, Inc. (ACCO) of Glendale, California, for the RCIT HVAC Maintenance Services Contract;
3. Approve the attached contract between the County of Riverside and ACCO in the amount of \$224,446 and authorize the Chairman of the Board to execute the contract on behalf of the county;

(Continued)

**FISCAL PROCEDURES APPROVED**  
**PAUL ANGULO, CPA, AUDITOR-CONTROLLER**  
BY: Susana Garcia-Botanegra 10/29/15

Robert Field  
Robert Field  
Assistant County Executive Officer/EDA

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 171,244	\$ 96,844	\$ 268,088	\$	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$	\$	\$	\$	

**SOURCE OF FUNDS:** Riverside County Information Technology Funds 100%

**Budget Adjustment:** No

**For Fiscal Year:** 2015/16-16/17

**C.E.O. RECOMMENDATION:**

**REVIEWED BY CIP**

**APPROVE**

Ivan M. Chand

BY:

Rohini Dasika

County Executive Office Signature

11/3/2015

Rohini Dasika

**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Benoit, seconded by Supervisor Jeffries and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Washington, Benoit and Ashley  
Nays: None  
Absent: Tavaglione  
Date: November 10, 2015  
xc: EDA

Kecia Harper-Ihem  
Clerk of the Board

By: [Signature]  
Deputy

Prev. Agn. Ref.: N/A

District: 1 and 2

Agenda Number:

3-5

FORM APPROVED COUNTY COUNSEL  
BY: GREGORY P. PRIAMOS 10/19/15  
DATE  
Departmental Concurrence

By: [Signature]  
Steve Reneker, Chief Information Officer  
Riverside County Information Technology

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

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

Economic Development Agency

**FORM 11:** Riverside County Information Technology Heating, Ventilation and Air Conditioning Maintenance Services Contract – Approval of In-Principle, Contract through Easy Indefinite Quantity Contract with ACCO Engineered Systems, Inc., and Estimated Project Budget, Districts 1 and 2, [\$268,088], Riverside County Information Technology Funds 100%

**DATE:** October 29, 2015

**PAGE:** 2 of 3

## **RECOMMENDED MOTION:** (Continued)

4. Authorize the Assistant County Executive Officer/EDA to administer the contract in accordance with applicable Board policies;
5. Approve the estimated project budget of \$268,088; and
6. Delegate project management authority for the project to the Assistant County Executive Officer/EDA in accordance with applicable Board policies.

## **BACKGROUND:**

### **Summary**

RCIT approved a request to initiate a project to develop a mechanical services agreement for the annual service, repair and maintenance of the HVAC units located at three separate RCIT data center sites. The three sites located in the city of Riverside include the RC3 Data Center located at 1960 Chicago Avenue, the Riverside County Innovation Center located at 3450 14<sup>th</sup> Street, and the Riverside County Administrative Center located at 4080 Lemon Street. The contract consists of providing ongoing service, maintenance and repair, including but not limited to, monthly maintenance, quarterly filter changes, annual belt replacements, and response for emergency mechanical repairs to critical county data equipment.

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

ACCO, an approved EZIQC contractor, walked the sites with county personnel and developed the scope of work in accordance with the EZIQC documents. Following the three site walks, ACCO submitted their proposal in the amount of \$224,446 in accordance with the EZIQC contract.

### **Impact on Citizens and Businesses**

Maintaining the HVAC units in three of the county's major data centers has been an ongoing challenge. Managing one maintenance agreement that includes the three facilities will ensure more consistent functionality of the units and provide proper temperature control for the critical data equipment to improve reliability of electronic equipment associated with providing public services.

### **Contract History and Price Reasonableness**

In accordance with the EZIQC contract, ACCO provided a responsible and responsive proposal for the RCIT HVAC Maintenance Services Contract. Cost reasonableness for the project is achieved through the fair market value of the construction goods and services established in the Construction Task Catalogue.

### **Additional Fiscal Information**

(Commences on Page 3)

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

Economic Development Agency

**FORM 11:** Riverside County Information Technology Heating, Ventilation and Air Conditioning Maintenance Services Contract – Approval of In-Principle, Contract through Easy Indefinite Quantity Contract with ACCO Engineered Systems, Inc., and Estimated Project Budget, Districts 1 and 2, [\$268,088], Riverside County Information Technology Funds 100%

**DATE:** October 29, 2015**PAGE:** 3 of 3**Additional Fiscal Information**

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

<b>PROJECT BUDGET LINE ITEMS</b>	<b>PHASE</b>	<b>PROJECT BUDGET AMOUNT</b>
Architectural Design	1	0
Construction Management	2	0
Construction Contract	3	224,446
Offsite Construction	4	0
Project Management	5	17,640
Fixtures, Furnishings, Equipment	6	0
Other Soft Costs / Specialty Consultants	7	1,630
Project Contingency	8	24,372
Minor Construction	9	0
<b>Project Budget</b>		<b>\$ 268,088</b>

Expenditures for FY 2015/16 are estimated at \$171,244; expenditures for FY 2016/17 are estimated at \$96,844. All costs associated with this agreement will be 100% funded through Riverside County Information Technology funds; thus no additional net county costs will be incurred and no departmental budget adjustment is required at this time.

Attachments:

Copy of Membership to National Joint Powers Alliance (NJPA)  
Construction Contract with ACCO Engineered Systems, Inc.

EZIQC SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

ACCO-FM05740006711

RIVERSIDE COUNTY INFORMATION TECHNOLOGY HEATING,  
VENTILATION AND AIR CONDITIONING MAINTENANCE SERVICES  
CONTRACT - APPROVAL OF CONTRACT



PREPARED BY  
COUNTY OF RIVERSIDE  
ECONOMIC DEVELOPMENT AGENCY

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**MEMBERSHIP AGREEMENT  
PARTICIPATING MEMBER**



This Agreement, made and entered into this 1 day of September, 2011,  
by and between National Joint Powers Alliance®, hereinafter referred to as "NJPA" and  
County of Riverside, CA hereinafter referred to as the "Applicant".

**Witnesseth:**

That for a good and valuable consideration of the premises, mutual terms, covenants, provisions, and conditions hereafter set forth, it is agreed by and between the parties as follows:

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

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

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

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

Now Therefore, it is hereby stipulated and agreed that the "Applicant" Agency desires to be a Participating Member of NJPA with contract purchasing benefits, in accordance with terms and conditions of the applicable contract(s), and that NJPA hereby grants said Membership to said "Applicant."

**Term:**

This continuing agreement shall remain in force or until either party elects to dissolve the Agreement by written notice.

**THEREFORE, IN WITNESS THEREOF,**

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

**Member Name:**

By

AUTHORIZED SIGNATURE

**BOB BUSTER**  
**CHAIRMAN, BOARD OF SUPERVISORS**

TITLE

**OCT 18 2011**

DATE

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

AUTHORIZED SIGNATURE

TITLE

DATE

FORM APPROVED COUNTY COUNSEL

BY:

**NEAL R. KIPNIS**

DATE

09/21/2010

**OCT 18 2011 3:13**



**National Joint Powers Alliance®**

**INDEFINITE QUANTITY CONSTRUCTION AGREEMENT**

IFB NUMBER: CA-H07A-082013-AES

GEOGRAPHIC AREA Riverside

This Agreement dated August 20, 2013, by and between the National Joint Powers Alliance, hereinafter referred to as NJPA and ACCO Engineered Systems at the following address 6265 San Fernando Road, Glendale, CA 92101.

hereinafter referred to as the CONTRACTOR.

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

**ARTICLE 1. CONTRACT DOCUMENTS**

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

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

#### ARTICLE 2. SCOPE OF WORK

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

#### ARTICLE 3. THE AGREEMENT PRICE

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

1.2432

(Specify to four (4) decimal places)

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

1.4054

(Specify to four (4) decimal places)

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

1.2432

(Specify to four (4) decimal places)

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

1.4054

(Specify to four (4) decimal places)

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

1.2432

(Specify to four (4) decimal places)

#### ARTICLE 4. TERM OF THE AGREEMENT

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

## ARTICLE 5. SOFTWARE LICENSING

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

## ARTICLE 6. IQCC SYSTEM LICENSE

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

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

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

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

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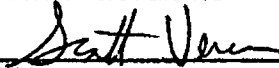
equity. In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled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

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

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

By:

National Joint Powers Alliance

  
\_\_\_\_\_  
Authorized Signature

Contractor

  
\_\_\_\_\_  
Authorized Signature

Thomas E. Reynolds / Sales Manager.  
Print Name

Contract Number: CA-NJPA-DB2013-AES (assigned by NJPA)



Work Order Signature Document

NJPA EZIQC Contract No.: CA-H07A-082013-AES

☒

New Work Order

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Modify an Existing Work Order

Work Order Number: eziqc-ACCO-FM05740006711 Work Order Date: 08/27/2015

Work Order Title: HVAC Maintenance Services for Buildings: RC3, Riverside CAC-10th Floor, Riverside RCIT on 14th

Owner Name: EDA County of Riverside

Contractor Name: ACCO Engineered Systems

Contact: Ross Rither

Contact: Andy Lufkin

Phone 951-782-2456

Phone: 818-291-6521

**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-H07A-082013-AES

Brief Work Order Description:

HVAC Maintenance Services for Buildings: RC3, Riverside CAC-10th Floor, Riverside RCIT on 14th Street PE

**Time of Performance**

Estimated Start Date: 10/26/2015

Estimated Completion Date: 10/25/2016

**Liquidated Damages**

Will apply:

☒

Will Not apply:

☐

Work Order Firm Fixed Price: \$224,445.96



## Detailed Scope of Work

To: Andy Lufkin  
ACCO Engineered Systems  
6265 San Fernando Rd.  
Glendale, CA 91201  
818-291-6521

From: Ross Rither  
EDA County of Riverside  
3403 Tenth St Suite 500  
Riverside, CA 92501  
951-782-2456

Date Printed: August 27, 2015

Work Order Number: ezIQC-ACCO-FM05740006711

Work Order Title: HVAC Maintenance Services for Buildings: RC3, Riverside CAC-10th Floor, Riverside

Brief Scope: HVAC Maintenance Services for Buildings: RC3, Riverside CAC-10th Floor, Riverside  
RCIT on 14th Street PE

☐

Preliminary

☐

Revised

☒

Final

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

## Emergency Mechanical Response

Applicable to ALL SITES

### Repair Materials:

\$80,000.00 for repair parts to be used during Emergency Mechanical Response

**Contingency funds included to be used only for Emergency Mechanical Repairs, in conjunction with allocated Emergency Mechanical Response Labor. All Emergency Response Materials will be billed within a separate job proposal itemizing actual material cost and Option 1 Prevailing Wage Factor. This total cost will be deducted from the contingency of \$80,000.00**

### Labor Hours:

#### Normal Working Hours (Monday - Friday, 7AM - 5PM)

RC3: 10 hours/month; 120 hours Annually

CAC: 10 hours/month; 120 hours Annually

RCIT: 10 hours/month; 120 hours Annually

Total Normal hours allocated: 360 hours

#### Other Than Normal Working Hours (Monday - Friday 5PM - 7AM, Saturday & Sunday)

RC3: 10 hours/month; 120 hours Annually

CAC: 5 hours/month; 60 hours Annually

RCIT: 5 hours/month; 60 hours Annually

Total Other Than Normal hours allocated: 240 hours

*Detailed Scope of Work Continued..*

**Work Order Number:** eziQC-ACCO-FM05740006711

**Work Order Title:** HVAC Maintenance Services for Buildings: RC3, Riverside CAC-10th Floor, Riverside RCIT on 14th Street PE

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## **Equipment Preventive Maintenance:**

The following detailed tasking includes specific line items which ACCO will account for via monthly maintenance reports. Each specific line item requires numerous standard steps to successfully complete, i.e. power on a unit if not already operating. While not specifically delineated below, ACCO will conduct all such standard steps required to complete maintenance of the highest quality for the mechanical and water makeup components of the HVAC systems designated below.

### **Liebert Water Cooled Server Room Units (Monthly)**

**Applicable to RC3 AC-1 thru AC-19; CAC AC-1 thru AC-5; RCIT AC-1 thru AC-3**

Generate Monthly PM Report

Filters:

Check for unrestricted airflow

Check filter switch operation

Wipe clean filter rack section

Replace pleated filters **(Quarterly)**

Compressor Section:

Visually inspect compressor for signs of refrigerant/oil leaks

Check oil level in compressors

Inspect and tighten electrical connections

Water Cooled Condenser:

Inspect water regulating valves for proper operation

Clean evaporator coil with no-rinse solution. Brush and vacuum **(Semi-Annually)**

Blower Section:

Inspect blower wheel for debris, remove and clean when found

Check/Verify bearings for proper operation

Check belt tension and condition

Replace belts **(Annually)**

Inspect and tighten electrical connections

Refrigeration Cycle/Section:

Record suction pressure/compare to standard

Inspect refrigerant connection for signs of refrigerant/oil leaks

Record head pressure

Check refrigerant sight glass for signs of moisture

Record discharge pressure

Check hot gas bypass valve for proper operation

Check TXVs for proper operation

*Detailed Scope of Work Continued..*

**Work Order Number:** eziQC-ACCO-FM05740006711

**Work Order Title:** HVAC Maintenance Services for Buildings: RC3, Riverside CAC-10th Floor, Riverside RCIT on 14th Street PE

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Inspect fan for free rotation, cracks and alignment  
Check motor for noise and vibration  
Check sand filter operation  
Verify proper operation of water storage tank float level sensor (Quarterly)  
Verify proper operation of water storage tank control panel (Quarterly)  
Report condition and repair requirements (if any)

### **Cooling Tower (Semi-Annually)**

#### **Applicable to RC3 CT-1 & 2; CAC CT-1 & 2**

Inspect protective finish  
Check unit for unusual noise or vibration  
Check for any exterior leaks  
Drain and clean sump  
Check and clean sump strainer  
Inspect tower metal framework and interior/exterior surfaces  
Inspect tower fill, drift eliminators and louvers  
Inspect interior corrosion coating protection as applicable  
Check, adjust and ensure proper sump water level via fill controls  
Inspect heat transfer section and report on condition  
Inspect spray head nozzles and water/air distribution  
Check fan motor voltage, amperage and record  
Check and adjust fan belt tension  
Replace fan belts (Annually)  
Check fan bearing locking collars if applicable  
Exercise hand valves. Report leakage, lack of sealing and resistance to operation or wear conditions  
Lubricate fan shaft and motor bearings  
Complete service log and PM checklist  
Verify sand filter operation  
Clean eliminators  
Report condition and repair requirements (if any)

### **Condensing Water Pump (Monthly)**

#### **Applicable to RC3 CWP-1 & 2, MUP-1; CAC CWP-1 thru CWP-3**

Inspect for unusual noise/vibration in bearings and motors  
Lubricate bearings as needed per manufacturer's recommendation  
Check couplings  
Check coupling guards are in place and functional  
Inspect insulation and report any damage  
Check all gauges and report any damage  
Meggar motor windings. Report findings  
Clean pump strainer

Detailed Scope of Work Continued..

Work Order Number: ezIQC-ACCO-FM05740006711

Work Order Title: HVAC Maintenance Services for Buildings: RC3, Riverside CAC-10th Floor, Riverside RCIT on 14th Street PE

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**Variable Frequency Drive (Monthly)**

**Applicable to RC3 VFD-1 & 2**

Inspect VFDs for general condition  
Inspect wiring to/from VFDs  
Inspect VFD boards for dust or dirt – clean as required  
Check electrical disconnect condition  
Inspect electrical disconnect terminals and wiring  
Verify proper ventilation rates and operation temperature  
Verify proper operation of setpoint controller and setpoints  
Verify proper operation of control input transmitters  
Verify proper operation of digital/analog outputs  
Measure voltage and amperages

**Water Detection System (Quarterly)**

**Applicable to RC3**

Inspect water detection sensors for general condition  
Inspect wiring to/from water detection sensors  
Inspect water detection sensors for cleanliness - clean as required  
Verify proper operation of water detection system sensors and control panel

**Warranties:**

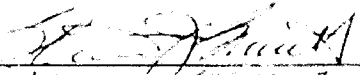
The Contractor agrees to provide all warranties described in the contact documents, as well as all warranty work required by the State Contractor's License Board.

Also, special or extended warranties included in this Work Order are listed below and included in the contract:  
No special or extended warranties are part of this work order.

Approvals:

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

**Signatures Below Acknowledge Review and Agreement on Scope of Work:**

*ACCO MAINTENANCE SYSTEMS, INC.*  
  
Contractor \_\_\_\_\_ Date 7/1/15

Owner - Project Manager \_\_\_\_\_ Date \_\_\_\_\_

Scope of Work

EZIQC - Pacific South

Page 5 of 5  
8/27/2015

## Contractor's Price Proposal - Summary

Date: August 27, 2015

Re: IQC Master Contract #: CA-H07A-082013-AES  
Work Order Number: eziQC-ACCO-FM05740006711  
NJPA Number: 024093.00  
Title: HVAC Maintenance Services for Buildings: RC3, Riverside CAC-10th Floor, Riverside RCIT on 14th Street  
PE  
Contractor: ACCO Engineered Systems  
Proposal Value: \$224,445.96

ALL SITES - Emergency Mechanical Response - Normal Hours	\$45,932.40
ALL SITES - Emergency Mechanical Response - Other Than Normal Hours	\$34,617.60
ALL SITES - Emergency Mechanical Response Materials	\$80,000.21
ALL SITES - Maintenance Bond	\$2,105.24
CAC - Annual	\$1,520.46
CAC - Monthly	\$11,738.28
CAC - Quarterly	\$980.91
CAC - Semi Annual	\$2,041.44
RC3 - Annual	\$4,561.39
RC3 - Monthly	\$26,793.80
RC3 - Quarterly	\$5,768.91
RC3 - Semi Annual	\$1,020.72
RCIT - Annual	\$651.63
RCIT - Monthly	\$6,124.32
RCIT - Quarterly	\$588.55

**Proposal Total** **\$224,445.96**

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

## Contractor's Price Proposal - Detail

Date: August 27, 2015

Re: IQC Master Contract #: CA-H07A-082013-AES  
 Work Order Number: eziQC-ACCO-FM05740006711  
 NJPA Number: 024083.00  
 Title: HVAC Maintenance Services for Buildings. RC3, Riverside CAC-10th Floor, Riverside RCIT on 14th Street  
 PE  
 Contractor: ACCO Engineered Systems  
 Proposal Value: \$224,445.98

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
<b>01 - General Requirements</b>					
1	01 22 16 00-0002		EA	Reimbursable FeesReimbursable fees will be paid to the contractor for the actual cost, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The labor cost involved in obtaining all permits is in the Adjustment Factor. The base cost of the Reimbursable Fee is \$1.00. The quantity used will adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, each one shall be listed separately with a comment in the "note" block to identify the Reimbursable Fees (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.	\$80,000.21
			Installation	Quantity 62,701.00 x Unit Price 1.00 x Factor 1.2759 = Total 80,000.21	
			User Note: Emergency Mechanical Response Materials - Contingency funds included to be used only for Emergency Mechanical Repairs, in conjunction with allocated Emergency Mechanical Response Labor. All Emergency Response Materials will be billed within a separate job proposal itemizing actual material cost and Option 1 Prevailing Wage Factor. This total will be deducted from the total contingency of \$80,000.00		
2	01 22 16 00-0002		EA	Reimbursable FeesReimbursable fees will be paid to the contractor for the actual cost, without mark-up, for which a receipt or bill is received. The Adjustment Factor applied to Reimbursable Fees will be 1.0000. The labor cost involved in obtaining all permits is in the Adjustment Factor. The base cost of the Reimbursable Fee is \$1.00. The quantity used will adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, each one shall be listed separately with a comment in the "note" block to identify the Reimbursable Fees (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be included with the Proposal.	\$2,105.24
			Installation	Quantity 1,650.00 x Unit Price 1.00 x Factor 1.2759 = Total 2,105.24	
			User Note: Maintenance Bond		
3	01 22 20 00-0058		HR	Manufacturer Technical AdvisorFor oversight of installation of special manufactured equipment. Advisor to be requested by and cost to be approved by Owner only.	\$2,041.44
			Installation	Quantity 16.00 x Unit Price 100.00 x Factor 1.2759 = Total 2,041.44	
			User Note: RC3 Water Detection System Maintenance & Testing - Quarterly		
4	01 22 20 00-0058		HR	Manufacturer Technical AdvisorFor oversight of installation of special manufactured equipment. Advisor to be requested by and cost to be approved by Owner only.	\$34,617.60
			Installation	Quantity 240.00 x Unit Price 100.00 x Factor 1.4424 = Total 34,617.60	
			User Note: Emergency Mechanical Response - Other Than Normal Hours		

Contractor's Price Proposal - Detail Continued.

Work Order Number: eziQC-ACCO-FM05740006711

Work Order Title: HVAC Maintenance Services for Buildings: RC3, Riverside CAC-10th Floor, Riverside RCIT on 14th Street PE

**01 - General Requirements**

5	01 22 20 00-0058	HR	Manufacturer Technical AdvisorFor oversight of installation of special manufactured equipment. Advisor to be requested by and cost to be approved by Owner only.					\$1,531.08
		Installation	Quantity 12.00	x	Unit Price 100.00	x	Factor 1.2759	= Total 1,531.08
		User Note: VFD Maintenance - Monthly						
6	01 22 20 00-0058	HR	Manufacturer Technical AdvisorFor oversight of installation of special manufactured equipment. Advisor to be requested by and cost to be approved by Owner only.					\$2,551.80
		Installation	Quantity 20.00	x	Unit Price 100.00	x	Factor 1.2759	= Total 2,551.80
		User Note: Cooling Tower Maintenance - Monthly						
7	01 22 20 00-0058	HR	Manufacturer Technical AdvisorFor oversight of installation of special manufactured equipment. Advisor to be requested by and cost to be approved by Owner only.					\$1,020.72
		Installation	Quantity 8.00	x	Unit Price 100.00	x	Factor 1.2759	= Total 1,020.72
		User Note: Cooling Tower Drain & Flush - Semi Annual						
8	01 22 20 00-0058	HR	Manufacturer Technical AdvisorFor oversight of installation of special manufactured equipment. Advisor to be requested by and cost to be approved by Owner only.					\$45,932.40
		Installation	Quantity 360.00	x	Unit Price 100.00	x	Factor 1.2759	= Total 45,932.40
		User Note: Emergency Mechanical Response - Normal Hours						
9	01 22 20 00-0058	HR	Manufacturer Technical AdvisorFor oversight of installation of special manufactured equipment. Advisor to be requested by and cost to be approved by Owner only.					\$6,124.32
		Installation	Quantity 48.00	x	Unit Price 100.00	x	Factor 1.2759	= Total 6,124.32
		User Note: Liebert AC Unit Maintenance - Monthly						
10	01 22 20 00-0058	HR	Manufacturer Technical AdvisorFor oversight of installation of special manufactured equipment. Advisor to be requested by and cost to be approved by Owner only.					\$3,444.93
		Installation	Quantity 27.00	x	Unit Price 100.00	x	Factor 1.2759	= Total 3,444.93
		User Note: Pump Maintenance - Monthly						
11	01 22 20 00-0058	HR	Manufacturer Technical AdvisorFor oversight of installation of special manufactured equipment. Advisor to be requested by and cost to be approved by Owner only.					\$1,531.08
		Installation	Quantity 12.00	x	Unit Price 100.00	x	Factor 1.2759	= Total 1,531.08
		User Note: Makeup Air Unit Maintenance - Monthly						
12	01 22 20 00-0058	HR	Manufacturer Technical AdvisorFor oversight of installation of special manufactured equipment. Advisor to be requested by and cost to be approved by Owner only.					\$2,041.44
		Installation	Quantity 16.00	x	Unit Price 100.00	x	Factor 1.2759	= Total 2,041.44
		User Note: Cooling Tower Drain & Flush - Semi Annual						

Contractor's Price Proposal - Detail Continued.

Work Order Number: eziQC-ACCO-FM05740006711

Work Order Title: HVAC Maintenance Services for Buildings: RC3, Riverside CAC-10th Floor, Riverside RCIT on 14th Street PE

**01 - General Requirements**

13	01 22 20 00-0058	HR	Manufacturer Technical AdvisorFor oversight of installation of special manufactured equipment. Advisor to be requested by and cost to be approved by Owner only.					\$5,741.55
		Installation	Quantity 45.00	x	Unit Price 100.00	x	Factor 1.2759	= Total 5,741.55
		User Note: Liebert AC Unit Maintenance - Monthly						
14	01 22 20 00-0058	HR	Manufacturer Technical AdvisorFor oversight of installation of special manufactured equipment. Advisor to be requested by and cost to be approved by Owner only.					\$2,551.80
		Installation	Quantity 20.00	x	Unit Price 100.00	x	Factor 1.2759	= Total 2,551.80
		User Note: Cooling Tower Maintenance - Monthly						
15	01 22 20 00-0058	HR	Manufacturer Technical AdvisorFor oversight of installation of special manufactured equipment. Advisor to be requested by and cost to be approved by Owner only.					\$2,296.62
		Installation	Quantity 18.00	x	Unit Price 100.00	x	Factor 1.2759	= Total 2,296.62
		User Note: Pump Maintenance - Monthly						
16	01 22 20 00-0058	HR	Manufacturer Technical AdvisorFor oversight of installation of special manufactured equipment. Advisor to be requested by and cost to be approved by Owner only.					\$18,883.32
		Installation	Quantity 148.00	x	Unit Price 100.00	x	Factor 1.2759	= Total 18,883.32
		User Note: Liebert AC Unit Maintenance - Monthly. Includes generation of monthly PM Report.						

**Subtotal for 01 - General Requirements**

**\$212,416.66**

**23 - Heating, Ventilating, And Air-Conditioning (HVAC)**

17	23 34 16 00-0141	EA	Fan Belt, Replacement					\$651.63
		Installation	Quantity 6.00	x	Unit Price 85.12	x	Factor 1.2759	= Total 651.63
		User Note: Liebert AC Unit Belt Replacement - Annual						
18	23 34 16 00-0141	EA	Fan Belt, Replacement					\$1,520.46
		Installation	Quantity 14.00	x	Unit Price 85.12	x	Factor 1.2759	= Total 1,520.46
		User Note: Cooling Tower and Liebert AC Unit Belt Replacement - Annual						
19	23 34 16 00-0141	EA	Fan Belt, Replacement					\$4,561.39
		Installation	Quantity 42.00	x	Unit Price 85.12	x	Factor 1.2759	= Total 4,561.39
		User Note: Cooling Tower and Liebert AC Unit Belt Replacement - Annual						
20	23 41 13 00-0002	EA	Throwaway Glass Or Paper Media Filter, Residential					\$3,727.47
		Installation	Quantity 304.00	x	Unit Price 9.61	x	Factor 1.2759	= Total 3,727.47
		User Note: Liebert AC Unit Filter Change - Quarterly						
21	23 41 13 00-0002	EA	Throwaway Glass Or Paper Media Filter, Residential					\$588.55
		Installation	Quantity 48.00	x	Unit Price 9.61	x	Factor 1.2759	= Total 588.55
		User Note: Change filter						

Contractor's Price Proposal - Detail Continued..

Work Order Number: ezIQC-ACCO-FM05740006711

Work Order Title: HVAC Maintenance Services for Buildings: RC3, Riverside CAC-10th Floor, Riverside RCIT on 14th Street PE

**23 - Heating, Ventilating, And Air-Conditioning (HVAC)**

22	23 41 13 00-0002	EA	Throwaway Glass Or Paper Media Filter, Residential				\$980.91
		Installation	Quantity	Unit Price	Factor	Total	
			80.00	9.61	1.2759	980.91	
		User Note: Change filter					

**Subtotal for 23 - Heating, Ventilating, And Air-Conditioning (HVAC)** **\$12,030.41**

**Proposal Total** **\$224,445.96**

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



## Subcontractor Listing

Date: August 27, 2015

Re: IQC Master Contract #: CA-1107A-082013-AFS  
Work Order Number: eziQC-ACCO-FM05740006711  
NJPA Number: 021093.00  
Title: HVAC Maintenance Services for Buildings: RC3, Riverside CAC-10th Floor, Riverside RCIT on 14th Street PE  
Contractor: ACCO Engineered Systems  
Proposal Value: \$224,445.96

Name of Contractor	Duties	Amount	%
ACCO Engineered Systems	Maintenance Services for Buildings	\$	

716718

RECEIVED  
SEP 29 2015  
CONTRACTS DEPT.



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

by and between

**ACCO ENGINEERED SYSTEMS, INC.**

(the "Contractor")

And

**THE COUNTY OF RIVERSIDE**

(the "County")

FOR:

**RIVERSIDE COUNTY INFORMATION TECHNOLOGY HVAC  
MAINTENANCE SERVICES CONTRACT  
EZIQC-ACCO-FM05740006711**

LOCATED AT:

**RC3 – 1960 CHICAGO, BUILDING F, RIVERSIDE, CA;  
RCIC – 3450 14<sup>TH</sup> STREET, RIVERSIDE, CA; AND  
CAC – 4080 LEMON STREET, RIVERSIDE, CA**

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

**THIS EZIQC WORK ORDER CONSTRUCTION CONTRACT BETWEEN COUNTY AND CONTRACTOR** ("Work Order Agreement") is entered into as of the date of the last signature on the signature page of this contract, by and between **THE COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County") and ACCO Engineered Systems, Inc., a Corporation ("Contractor") whose principal place of business is located at 6265 San Fernando Rd. Glendale, CA, 91201.

## **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 Three Hundred, Five (305) 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 Sixty (60) Calendar Days after the actual occurrence of Substantial Completion.

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

### **3.2 LIQUIDATED DAMAGES TO COUNTY**

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

**3.2.2 Per Diem Rate.** If Contractor fails to actually achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, Contractor shall pay to County as liquidated damages the amount of One Thousand Dollars (\$1,000) 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 Five Hundred Dollars (\$500) per Day as liquidated damages for each Day for which Contractor is entitled under the Contract Documents to a Contract Adjustment extending the Contract Time for Substantial Completion due to Compensable Delay, with no additional amount added thereto or calculated thereon for Allowable Markup or any other markup for overhead or profit to Contractor or any Subcontractor, of any Tier.

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

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

**3.3.5 Termination.** County shall have no liability to Contractor to pay any liquidated damages under this Section 3.3, nor shall County have any other liability to Contractor or any Subcontractor for any Loss due to Delay (including, without limitation, Compensable Delay) in the event the Construction Contract is wholly terminated (whether such termination is a termination for cause by County or Contractor or a termination for convenience by County) at any time prior to expiration of the Contract Time for Substantial Completion set forth in Paragraph 3.1.1, above.

**3.3.6 Exclusive Remedy.** Liquidated damages payable by County under this Section 3.3 constitute the Contractor's sole and exclusive right and remedy for recovery from County of Losses to Contractor and its Subcontractors, of every Tier, that are attributable to Compensable Delay, regardless of the cause, duration or timing of the Compensable Delay and no other Contract Adjustment, or other form of compensation or reimbursement, of any kind, shall be made to Contractor or any Subcontractor, of any Tier, for any Loss resulting, directly or indirectly, from, or attributable to, any of the following: (1) Unexcused Delay or acceleration to overcome Unexcused Delay; (2) Excusable Delay or any acceleration not authorized by County in writing to overcome Excusable Delay; or (3) concurrency of a Compensable Delay with any different type or class of Unexcused Delay or Excusable Delay, whether such concurrency is a concurrency in cause or in effect.

### **3.3.7 WAIVER BY CONTRACTOR.**

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

## **ARTICLE 4 CONTRACTOR COMPENSATION**

### **4.1 CONTRACT PRICE**

**4.1.1 Contract Price.** County shall pay the Contractor in current funds for the Contractor's performance of the Work in accordance with the Contract Documents the Contract Price, exclusive of Contract Adjustments, of Two Hundred Twenty Four Thousand, Four Hundred Forty Six Dollars (\$224,446.).

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

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

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

## **4.2 ALTERNATES**

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

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

## **4.3 UNIT PRICES**

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

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

## **ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS**

### **5.1 LIST OF CONTRACT DOCUMENTS**

The Contract Documents include, without limitation, the following:

**5.1.1 Construction Contract.** The Contract Documents include this executed EZIQC Work Order Construction Contract Between County and Contractor.

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

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

Title	Date	Divisions
Not Applicable for this contract.	N/A.	N/A.

**5.1.4 Drawings.** The Contract Documents include the following Drawings dated (not applicable), unless a different date is shown below:

Sheet Number	Title	Date	Pages
Not Applicable for this contract.	N/A.	N/A.	N/A.

**5.1.5** Also incorporated herein are:

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

## **ARTICLE 6 SPECIAL REQUIREMENTS**

### **6.1 LABOR CODE SECTION 1861 CERTIFICATION**

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

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

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

**[SIGNATURES ON FOLLOWING PAGE]**

"COUNTY"

COUNTY OF RIVERSIDE

By: Marion Ashley Dated NOV 10 2015

MARION ASHLEY  
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM  
Clerk of the Board

By: Kecia Harper-Ihem Dated NOV 10 2015  
Deputy

(SEAL)

APPROVED AS TO FORM:  
GREGORY P. PRIAMOS  
County Counsel

By: Marsha L. Victor Dated 10/14/15  
Marsha L. Victor  
Principal Deputy County Counsel

"CONTRACTOR"

ACCO Engineered Systems, Inc.

(sign on line above)

By: Hugh Palmer  
(type name)

Title: Associate Risk Manager

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:

6265 San Fernando Road  
Glendale, CA 91201

Telephone: 818-244-6571

Facsimile: 818-243-8772

Email: alufkin@accoservice.com

Employer State

Tax ID #: 055-2772-6

State Contractor License #: 120696

DIR Registration #: 10000000546

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: Peter Narbonne

Name of Secretary: Carlton Seyforth

State of Incorporation: CA

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

## ACKNOWLEDGMENT

State of California  
County of Los Angeles )

On OCTOBER 6, 2015 before me, TONY TIGRAN KARA-SIMONYAN, Notary Public  
(insert name and title of the officer)

personally appeared HUGH PALMER  
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)



Bond No. 09199798  
Premium: Included

## **PAYMENT BOND**

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors has awarded Construction Contract Number EZIQC-ACCO-FM05740006711 ("Contract") to ACCO Engineered Systems as Principal ("Principal") to perform the work ("Work") for the Riverside County Information Technology Heating, Ventilation and Air Conditioning Maintenance Services Contract project;

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

NOW THEREFORE, we, the Principal and Fidelity And Deposit Company  
Of Maryland ("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 Twenty-Four Thousand Four Hundred Forty-Six and No/100s Dollars (\$ 224,446.00\*\*), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

*ACCO Engineered Systems, Inc.*

**Affix Seal if Corporation**

**(Firm Name – Principal)**

*6265 San Fernando Road, Glendale, CA 91201*

**(Business Address)**

**By**

**(Original Signature)**

**Hugh Palmer  
Associate Risk Manager**

**(Title)**

*Fidelity And Deposit Company Of Maryland*

**(Corporation Name – Surety)**

**Affix Corporate Seal**

*777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017*

**(Business Address)**

**By**

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

*Simone Gerhard*

**ATTORNEY-IN-FACT**

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

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

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

## ACKNOWLEDGMENT

State of California  
County of Los Angeles

On OCTOBER 6, 2015 before me, TONY TIGRAN KARA-SIMONYAN, Notary Public  
(insert name and title of the officer)

personally appeared HUGH PALMER  
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)



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On OCT 05 2015 before me, Edward C. Spector, Notary Public, personally appeared Simone Gerhard 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.

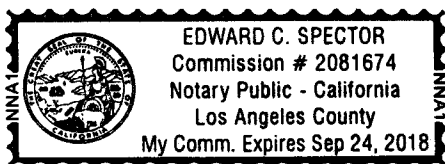
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Edward C. Spector, Notary Public



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Simone GERHARD, of Los Angeles, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 8th day of September, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Eric D. Barnes*  
Secretary  
Eric D. Barnes

*Thomas O. McClellan*  
Vice President  
Thomas O. McClellan

State of Maryland  
County of Baltimore

On this 8th day of September, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2019



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this \_\_\_\_ day of OCT 05 2015, 20\_\_\_\_.



Michael Bond, Vice President



## Company Profile

Company Search

Company  
InformationOld Company  
Names

Agent for Service

Reference  
Information

NAIC Group List

Lines of Business

Workers'  
Compensation  
Complaint and  
Request for  
Action/Appeals  
Contact InformationFinancial Statements  
PDF's

Annual Statements

Quarterly  
Statements

Company Complaint

Company  
Performance &  
Comparison DataCompany  
Enforcement ActionComposite  
Complaints Studies

Additional Info

Find A Company  
Representative In  
Your AreaView Financial  
Disclaimer

## COMPANY PROFILE

## Company Information

## FIDELITY AND DEPOSIT COMPANY OF MARYLAND

1400 AMERICAN LANE, 19TH FLOOR  
SCHUAMBURG, IL 60196-1056  
800-382-2150

## Old Company Names

## Effective Date

## Agent For Service

KARISSA LOWRY  
2710 GATEWAY OAKS DRIVE  
SUITE 150N  
SACRAMENTO CA 95833

## Reference Information

NAIC #:	39306
California Company ID #:	2479-4
Date Authorized in California:	01/01/1982
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	MARYLAND

[back to top](#)

## NAIC Group List

NAIC Group #: 0212 ZURICH INS GRP

## Lines Of Business

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

AIRCRAFT  
AUTOMOBILE  
BOILER AND MACHINERY  
BURGLARY  
CREDIT  
FIRE  
LIABILITY  
MARINE  
MISCELLANEOUS  
PLATE GLASS  
SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

**back to top**

© 2008 California Department of Insurance

Bond No. 09199798  
Premium: \$2,013.00\*\*

## **PERFORMANCE BOND**

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors has awarded Construction Contract Number EZIQC-ACCO-FM05740006711 ("Contract") to ACCO Engineered Systems as Principal ("Principal") to perform the work ("Work") for the Riverside County Information Technology Heating, Ventilation and Air Conditioning Maintenance Services Contract project, which Contract is by this reference hereby incorporated herein and made a part hereof;

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

NOW THEREFORE, we, the Principal and *Fidelity And Deposit* Company Of Maryland ("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 Twenty-Four Thousand Four Hundred Forty-Six and No/100s Dollars (\$ 224,446.00\*\*), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

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

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

**Affix Seal if Corporation**

---

ACCO Engineered Systems, Inc.

(Firm Name – Principal)

6265 San Fernando Road, Glendale, CA 91201

(Business Address)

By

(Original Signature)

Hugh Palmer  
Associate Risk Manager

(Title)

Fidelity And Deposit Company Of Maryland

(Corporation Name – Surety)

777 S. Figueroa Street, Suite 3900, Los Angeles, CA 90017

(Business Address)

By

(Signature – Attached Notary's Acknowledgment)

Simone Gerhard

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Affix Corporate Seal

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

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

## ACKNOWLEDGMENT

State of California  
County of Los Angeles

On OCTOBER 6, 2015 before me, TONY TIGRAN KARA-SIMONYAN, Notary Public  
(insert name and title of the officer)

personally appeared HUGH PALMER,  
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)



## CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

On OCT 05 2015 before me, Edward C. Spector, Notary Public, personally appeared Simone Gerhard 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.

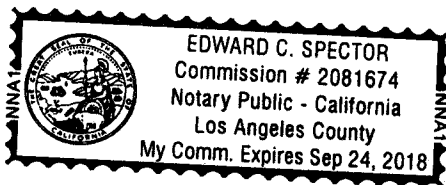
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature



Edward C. Spector, Notary Public



**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **THOMAS O. MCCLELLAN, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Simone GERHARD, of Los Angeles, California**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 8th day of September, A.D. 2015.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: \_\_\_\_\_

*Eric D. Barnes*

Secretary  
Eric D. Barnes

*Thomas O. McClellan*

Vice President  
Thomas O. McClellan

State of Maryland  
County of Baltimore

On this 8th day of September, A.D. 2015, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **THOMAS O. MCCLELLAN, Vice President, and ERIC D. BARNES, Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

*Maria D. Adamski*

Maria D. Adamski, Notary Public  
My Commission Expires: July 8, 2019



## EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

### CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this \_\_\_\_ day of OCT 05 2015, 20\_\_\_\_.



Michael Bond, Vice President

## CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700 states:

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

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

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

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

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

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

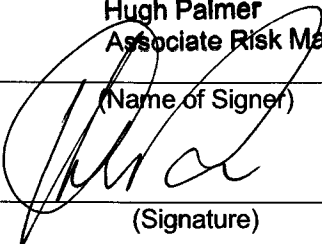
\_\_\_\_\_  
(Name of Contractor)

ACCO ENGINEERED SYSTEMS, INC.

By:

Hugh Palmer  
Associate Risk Manager

\_\_\_\_\_  
(Name of Signer)

  
\_\_\_\_\_  
(Signature)

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



# CERTIFICATE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)  
10/02/2015

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.

If this certificate is being prepared for a party who has an insurable interest in the property, do not use this form. Use ACORD 27 or ACORD 28.

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	<b>CONTACT</b> <b>NAME:</b> <b>PHONE</b> (A/C. No. Ext): (866) 283-7122 <b>FAX</b> (A/C. No.): (800) 363-0105 <b>E-MAIL</b> <b>ADDRESS:</b> <b>PRODUCER</b> <b>CUSTOMER ID #:</b> 10021564																					
<b>INSURED</b> ACCO Engineered Systems, Inc. 6265 San Fernando Road Glendale CA 91201 USA	<table border="1"><thead><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr></thead><tbody><tr><td>INSURER A:</td><td>Zurich American Ins Co</td><td>16535</td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></tbody></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Zurich American Ins Co	16535	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** 570059734367**REVISION NUMBER:**

LOCATION OF PREMISES/ DESCRIPTION OF PROPERTY (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

[Re: Construction, ACCO Job No. 716718, RCIT HVAC Maintenance Services, EZIQ Contract, 1960 Chicago, Building F, Riverside, CA92507]

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		POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	COVERED PROPERTY	LIMITS
A	X	PROPERTY	CPP931877303	10/01/2014	10/01/2016	BUILDING	
		CAUSES OF LOSS				PERSONAL PROPERTY	
						BUSINESS INCOME w/o Extra Expense	
		BASIC				EXTRA EXPENSE	
		BROAD				RENTAL VALUE	
	X	SPECIAL				BLANKET BUILDING	
		EARTHQUAKE				X BLANKET PERS PROP	\$1,000,000
		WIND				BLANKET BLDG & PP	
		FLOOD					
		Blkt PP Ded					
A	X	INLAND MARINE	TYPE OF POLICY Equipment Flotr	10/01/2014	10/01/2016	X Per Occurrence	\$1,000,000
		CAUSES OF LOSS	POLICY NUMBER CPP931877303			X Per Item	\$1,000,000
		NAMED PERILS	Leased/Rented			X Deductible	\$1,000
	X	All Risk					
		CRIME	TYPE OF POLICY				
		BOILER & MACHINERY / EQUIPMENT BREAKDOWN					

SPECIAL CONDITIONS / OTHER COVERAGES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

County of Riverside  
Economic Development Agency  
Post Office Box 1180  
Riverside CA 92502 USA

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

*Aon Risk Insurance Services West Inc.*

Holder Identifier :

CERTIFICATE NUMBER: 570059734367



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
10/02/2015

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> Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C. No. Ext):</b> 8662837122	<b>FAX (A/C. No.):</b> (800) 363-0105
<b>INSURED</b> ACCO Engineered Systems, Inc. 6265 San Fernando Road Glendale CA 91201 USA	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>NAIC #</b>	
	<b>INSURER A:</b> Greenwich Insurance Company	22322
	<b>INSURER B:</b> XL Specialty Insurance Co	37885
	<b>INSURER C:</b> North American Elite Insurance Company	29700
<b>INSURER D:</b>		
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES****CERTIFICATE NUMBER:** 570059734284**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.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Deductible \$250,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			RGD500015008 General Liability	10/01/2015	10/01/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input checked="" type="checkbox"/> Deductible \$150,000			RAD 500014908 Automobile Liability	10/01/2015	10/01/2016	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
C	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$25,000			UMB200002602 Umbrella \$25MM	10/01/2015	10/01/2016	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
B	<input checked="" type="checkbox"/> <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 N	N/A	RWD500014808 Workers' Compensation	10/01/2015	10/01/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE-EA EMPLOYEE \$1,000,000 E.L. DISEASE-POLICY LIMIT \$1,000,000

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

[Re: Construction, ACCO Job No. 716718, RCIT HVAC Maintenance Services, EZIQC Contract, 1960 Chicago, Building F, Riverside, CA 92507]

[AI: County of Riverside, its agencies, districts, special districts and departments, and their respective directors, officers, elected or appointed officials, agents, employees and representatives, including, without limitation, the members of the Board of Supervisors, and all other Indemnitees] are included as Additional Insured with respect to the General Liability and Automobile Liability policies; granted a waiver of subrogation for General Liability, Automobile Liability and workers' Compensation policies; and the General Liability policy evidenced herein is Primary and Non-Contributory to other insurance

**CERTIFICATE HOLDER****CANCELLATION**

County of Riverside Economic Development Agency Post Office Box 1180 Riverside CA 92502 USA	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  <i>Aon Risk Insurance Services West, Inc.</i>



## Page \_ of \_

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED ACCO Engineered Systems, Inc.
POLICY NUMBER See Certificate Number: 570059734284		
CARRIER See Certificate Number: 570059734284	NAIC CODE	EFFECTIVE DATE:

### ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

## ADDITIONAL POLICIES

If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

[illegible]

**ADDITIONAL REMARKS SCHEDULE**

Page \_ of \_

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED ACCO Engineered Systems, Inc.	
POLICY NUMBER See Certificate Number: 570059734284		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570059734284	NAIC CODE		

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Additional Description of Operations / Locations / Vehicles:

available, as required by written contract, but limited to the operations of the Insured under said contract.

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
Any person or organization for whom the Named Insured has agreed to provide insurance prior to loss as provided by this policy but only to the limit and scope of insurance agreed to by the Named Insured.  <i>***Full name of Additional Insured Person(s) Or Organization(s) listed on the next page***</i>	All Locations  <i>***Location(s) of Covered Operations listed on the next page***</i>
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

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

However:

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

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

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

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

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations; whichever is less.

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

***Name of Additional Insured Person(s) Or Organization(s):***

County of Riverside, its agencies, districts, Special districts and departments, and their respective directors, officers, elected or appointed officials, agents, employees and representatives, including, without limitation, the members of the Board of Supervisors, and all other Indemnites

***Location(s) of Covered Operations:***

Construction, ACCO Job No. 716718, RCIT HVAC Maintenance Services, EZIQC Contract, 1960 Chicago, Building F, Riverside, CA 92507

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

## ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
Any person or organization for whom the Named Insured has agreed to provide insurance prior to loss as provided by this policy but only to the limit and scope of insurance agreed to by the Named Insured.	All locations
County of Riverside, its agencies, districts, Special districts and departments, and their respective directors, officers, elected or appointed officials, agents, employees and representatives, including, without limitation, the members of the Board of Supervisors, and all other Indemnitees	Construction, ACCO Job No. 716718, RCIT HVAC Maintenance Services, EZIQC Contract, 1960 Chicago, Building F, Riverside, CA 92507
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**A. Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

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

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

## ENDORSEMENT #016

This endorsement, effective 12:01 a.m., October 1, 2015 forms a part of  
Policy No. RGD500015008 issued to ACCO ENGINEERED SYSTEMS, INC.  
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**DESIGNATED LOCATION/PROJECT GENERAL AGGREGATE LIMIT ENDORSEMENT**

### SCHEDULE

**Designated Location/Project General Aggregate:** \$ 2,000,000

**Designated Location/Project:**

Per schedule on file with company or any construction location/project where required by contract.

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which can be attributed only to operations at a single designated "location/project" shown in the Schedule above:
1. The separate Designated Location/project General Aggregate Limit shown in the Schedule above applies to each designated "location/project".
  2. Subject to 3 below, the Designated Location/ Project General Aggregate Limit is the most we will pay for the sum of all damages under COVERAGE A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard", and for medical expenses under COVERAGE C regardless of the number of:
    - a. Insureds;
    - b. Claims made or "suits" brought; or
    - c. Persons or organizations making claims or bringing "suits".
  3. The General Aggregate shown in the Declarations is the most we will pay for the sum of:
    - a. Medical Expenses under Coverage C which can only be attributed to a single location/project regardless of the number of "locations/projects";

MANUS

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- b. Damages under Coverage A, except damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" attributed to single "location/project" regardless of the number of such location/project.
- 4. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses which can only be attributable to a single location/project shall reduce the Designated Location/Project General Aggregate Limit for that designated "location/project". Such payments shall reduce the General Aggregate Limit shown in the Declarations. Such payments shall not reduce any other Designated Location/Project General Aggregate Limit for any other designated "location/Project" shown in the Schedule above.
- 5. The limits shown in the Declarations for Each Occurrence, Fire Damage and Medical Expense continue to apply. However, in addition to being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Location/Project General Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), and for all medical expenses caused by accidents under COVERAGE C (SECTION I), which cannot be attributed only to operations at a single designated "location/project" shown in the Schedule above:
  - 1. Any payments made under COVERAGE A for damages or under COVERAGE C for medical expenses shall reduce the amount available under the General Aggregate Limit shown in the Declarations or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
  - 2. Such payments shall not reduce either the Designated Location/Project General Aggregate Limit.
- C. When coverage for liability arising out of the "products-completed operations hazard" is provided, any payments for damages because of "bodily injury" or "property damage" included in the "products-completed operations hazard" will reduce the Products-Completed Operations Aggregate Limit, and not reduce the General Aggregate Limit shown in the Declarations nor the Designated Location/Project General Aggregate Limit.
- D. For the purposes of this endorsement, the **Definitions** Section is amended by the addition of the following definition:

"Location/Project" means premises involving the same or connecting lots, or premises whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.
- E. The provisions of Limits Of Insurance (SECTION III) not otherwise modified by this endorsement shall continue to apply as stipulated.

All other terms and conditions remain unchanged.

\_\_\_\_\_  
(Authorized Representative)

### **ENDORSEMENT #009**

This endorsement, effective 12:01 a.m., October 1, 2015 forms a part of  
Policy No. RGD 500015008 issued to ACCO ENGINEERED SYSTEMS, INC.  
by Greenwich Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

### **PRIMARY INSURANCE CLAUSE ENDORSEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS COVERAGE PART

It is agreed that to the extent that insurance is afforded to any Additional Insured under this policy, this insurance shall apply as primary and not contributing with any insurance carried by such Additional Insured, as required by written contract.

All other terms and conditions of this policy remain unchanged.

POLICY NUMBER: RAD 500014908

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

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

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM  
BUSINESS AUTO PHYSICAL DAMAGE COVERAGE FORM  
GARAGE COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM  
TRUCKERS COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

This endorsement changes the policy effective on inception date of the policy unless another date is indicated below.

Named Insured:	ACCO ENGINEERED SYSTEMS, INC.
Endorsement Effective Date:	October 1, 2015

**SCHEDULE**

Name of Person(s) or Organization(s):  Where required by written contract or agreement executed prior to loss (except where not permitted by law).   Information required to complete this Schedule, if not shown above, will be shown in the Declarations.
--

All other terms and conditions remain the same.

County of Riverside, its agencies, districts, Special districts and departments, and their respective directors, officers, elected or appointed officials, agents, employees and representatives, including, without limitation, the members of the Board of Supervisors, and all other Indemnites

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

**DESIGNATED INSURED**

This endorsement modifies insurance provided under the following:

Business Auto Coverage Form  
Garage Coverage Form  
Motor Carrier Coverage Form  
Truckers Coverage Form

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insured" under the Who Is An Insured Provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Endorsement Effective Date:	October 1, 2015
Named Insured:	ACCO ENGINEERED SYSTEMS, INC.

**SCHEDULE**

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

Where required by written contract or agreement executed prior to loss.

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

Each person or organization shown in the Schedule is an "Insured" for Liability Coverage, but only to extent that person or organization qualifies as an "Insured" under the Who Is An Insured Provision contained in **Section II** of the Coverage Form.

County of Riverside, its agencies, districts, Special districts and departments, and their respective directors, officers, elected or appointed officials, agents, employees and representatives, including, without limitation, the members of the Board of Supervisors, and all other Indemnitees

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 04 03 06 (Ed. 4-84)

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT—  
CALIFORNIA

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on October 1, 2015

at 12 01 A.M. standard time, forms a part of

Policy No. RWD 500014808

Endorsement No.

of the XL Specialty Insurance Company

issued to ACCO ENGINEERED SYSTEMS, INC.

Premium (if any) \$ Included

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2% of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Where required by written agreement signed prior to loss.

County of Riverside, its agencies, districts, Special districts and departments, and their respective directors, officers, elected or appointed officials, agents, employees and representatives, including, without limitation, the members of the Board of Supervisors, and all other Indemnites

Construction, ACCO Job No. 716718, RCIT HVAC Maintenance Services, EZIQC Contract, 1960 Chicago, Building F, Riverside, CA 92507

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

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

### SCHEDULE

**Name of Person or Organization:**

*\*\*\*Full name of Additional Insured Person(s) Or Organization(s) listed below\*\*\**

Where required by written contract or agreement executed prior to loss (except where permitted by law).

(Information required to complete this Schedule, if not shown above will be shown in the Declaration)

The following is added to Paragraph B. Transfer of Rights of Recovery Against Others to Us of Section IV – Conditions:

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.

County of Riverside, its agencies, districts, Special districts and departments, and their respective directors, officers, elected or appointed officials, agents, employees and representatives, including, without limitation, the members of the Board of Supervisors, and all other Indemniteses

## **DECLARATION OF SUFFICIENCY OF FUNDS**

(California Labor Code Section 2810)

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

1. The Contractor's employer identification number for state tax purposes is 055-2772-6.

2. The Contractor's workers' compensation insurance policy number is RWD 500014808 and the name, address, and telephone number of the insurance carrier providing said insurance is: XL SPECIALTY INSURANCE COMPANY C/O AON RISK SERVICES  
707 WILSHIRE BOULEVARD, SUITE 2600, LOS ANGELES, CA 90017.

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>
OVER 800 VEHICLES	FLEET	RAD 500014908	Greenwich Ins Co. c/o Aon Risk Services 707 Wilshire Blvd #2600 Los Angeles, CA 90017

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

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

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

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>
TBD	

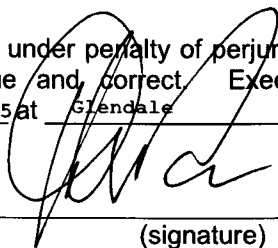
8. Check only one of the following boxes, as applicable:

☐ 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 6th day of October, in the year 20 15 at Glendale, California.



(signature)

**Hugh Palmer**  
**Associate Risk Manager**

Type Name of Signer:

**ACCO Engineered Systems, Inc.**

Type Name of Bidder:

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

(LONG FORM)

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

(LONG FORM)

**ARTICLE 1**  
**GENERAL PROVISIONS**

**1.1 DEFINITIONS-GENERAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

.1 that are the result of

(1) Differing Site Conditions,

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

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

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

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

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

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

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

.1 that is the result of

(a) a Compensable Change,

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

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

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

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

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

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

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

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

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

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

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

.2 NJPA Addenda;

.3 NJPA Membership Agreement;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- .1 the Work is fully completed, including all minor corrective, or "punch list," items;
- .2 all permits, approvals and certificates by Governmental Authorities, such as, but not necessarily limited to, a permanent or temporary certificate of occupancy required to occupy and use the Work have been issued free of any conditions that are the result of an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents;
- .3 the Work and the related portions of the Site have been thoroughly cleared of all construction debris and cleaned in accordance with the requirements of the Contract Documents, including, but not necessarily

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**1.1.116 Request for Extension.** "Request for Extension" means a formal written request submitted by Contractor pursuant to Paragraph 8.2.3, below, setting forth the justification and support for Contractor's request for a Contract Adjustment to the Contract Time.

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

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

**1.1.119 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.

**1.1.120 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.

**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.

**1.1.121 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.

**1.1.122 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.

**1.1.123 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.

**1.1.124 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.

**1.1.125 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.

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

**1.1.127 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 33 U.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.

**1.1.128 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.

**1.1.129 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.

**1.1.130 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.

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

**1.1.132 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.

**1.1.133 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.

**1.1.134 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.

**1.1.135 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.

**1.1.136 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.

**1.1.137 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.

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

**1.1.139 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.

**1.1.140 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.

**1.1.141 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.

**1.1.142 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.

**1.1.143 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.

**1.1.144 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.

**1.1.145 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.

**1.1.146 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.

**1.1.147 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.

**1.1.148 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 Conditions EZIQC 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.

**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.

1.3.3 **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.

1.3.4 **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.

1.3.5 **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.

1.3.6 **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 aforesaid 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.