

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

955



FROM: Economic Development Agency

SUBMITTAL DATE:
June 9, 2016

SUBJECT: Larry D. Smith Correctional Facility Exam Rooms Renovation Project – Approval of Project Budget and Construction Contract with Vincor Construction, Inc., District 5, [\$562,760], Existing ECDC Bond Proceeds 100%

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve a project budget of \$562,760 and authorize the use of existing ECDC Bond Proceeds for the Smith Correctional Facility (SCF) Exam Rooms Renovation Project, including incurred project expenses;
2. Authorize the use of the Easy Indefinite Quantity Construction (EZIQC) Agreement sponsored by the National Joint Powers Alliance (NJPA) for a construction contract with Vincor Construction, Inc. (Vincor) of Brea, California, to complete the project;
3. Approve the attached construction contract between the County of Riverside (County) and Vincor in the amount of \$280,088 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: Esteban Hernandez 6/2/16

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	\$ 0	\$ 562,760	\$ 562,760	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	
SOURCE OF FUNDS: Existing ECDC Bond Proceeds 100%				Budget Adjustment: No	
				For Fiscal Year: 2016/17	

C.E.O. RECOMMENDATION:

REVIEWED BY CIP
Ivan M. Chand
Ivan M. Chand 6/14/2016

APPROVE
BY: Rohini Dasika
Rohini Dasika

County Executive Office Signature

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: June 21, 2016
xc: EDA

Kecia Harper-Ihem
Clerk of the Board
By: [Signature]
Deputy

Prev. Agn. Ref.: N/A

District: 5

Agenda Number:

3-18

FORM APPROVED COUNTY COUNSEL
DATE: 5/19/16
BY: GREGORY P. PRIAMOS

Chief Deputy Scot Collins for

Departmental Concurrence

By: [Signature]
Stam Sniff
Sheriff

A-30
 Positions Added
 4/5 Vote
 Change Order

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
Economic Development Agency

FORM 11: Larry D. Smith Correctional Facility Exam Rooms Renovation Project – Approval of Project Budget and Construction Contract with Vincor Construction, Inc., District 5, [\$562,760], Existing ECDC Bond Proceeds 100%

DATE: June 9, 2016

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RECOMMENDED MOTION: (Continued)

4. Authorize the Assistant County Executive Officer/EDA to administer the contract in accordance with applicable Board policies;
5. Delegate project management authority for the project to the Assistant County Executive Officer/EDA in accordance with applicable Board policies, including the authority to utilize consultants on the approved pre-qualified list for services in connection with the project, and are within the approved project budget; and
6. Authorize the Purchasing Department to execute the consultant services agreements in accordance with applicable Board policies.

BACKGROUND:

Summary

The Sheriff's Department initiated a project to renovate eight existing medical exam rooms within the SCF inmate housing units. The scope of work consists of removing and replacing existing casework, furnishings, floor finish and base, and installing doors to swing out. Rooms will be re-designed for computer and medical equipment, exam tables, medical carts and file storage. Seamless self-coving flooring will be installed and epoxy paint will be applied to walls. Mechanical, plumbing and electrical systems will be upgraded to provide power for equipment, new plumbing fixtures, proper lighting levels and adequate air exchanges.

On August 18, 2015, the Board of Supervisors (Board) approved a pre-qualified list of architectural and engineering firms to be retained on an as-needed basis. Based on their experience and successful completion of similar projects, DLR Group (DLR) was selected from the list of pre-approved architects to provide full design and construction documents for the project.

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

Vincor, an approved EZIQC contractor, walked the site with EDA, DLR, and Sheriff's personnel and developed the scope of work in accordance with the construction and EZIQC documents. Following the site walk and their review of the drawings, Vincor submitted their proposal in the amount of \$280,088 in accordance with the EZIQC contract.

In order to keep the project moving forward without any impact and meet project schedule commitments, EDA recommends the Board to approve the SCF Exam Rooms Renovation project and authorize the use of existing ECDC Bond Proceeds.

Impact on Citizens and Businesses

(Commences on Page 3)

SUBMITTAL TO THE BOARD OF SUPERVISORS, COUNTY OF RIVERSIDE, STATE OF CALIFORNIA
Economic Development Agency

FORM 11: Larry D. Smith Correctional Facility Exam Rooms Renovation Project – Approval of Project Budget and Construction Contract with Vincor Construction, Inc., District 5, [\$562,760], Existing ECDC Bond Proceeds 100%

DATE: June 9, 2016

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Impact on Citizens and Businesses

The renovation of the exam rooms at Smith Correctional will enhance medical and mental health services for the inmates.

Additional Fiscal Information

The approximate allocation of the project budget is as follows:

PROJECT BUDGET LINE ITEMS	BUDGET CATEGORY	PROJECT BUDGET AMOUNT
Architectural Design	1	90,000
Construction Management	2	0
Construction Contract	3	280,088
Construction Inspection	4	0
Project Management	5	29,600
Fixtures, Furnishings, Equipment	6	0
Other Soft Costs / Specialty Consultants	7	54,500
Project Contingency	8	71,072
Minor Construction/RCIT	9	37,500
Project Budget		\$ 562,760

Monies will be expended in FY 2016/17. All costs associated with this project will be 100% funded by existing ECDC Bond Proceeds. No departmental budget adjustment is required at this time.

Attachment:

Construction Contract with Vincor Construction, Inc.

955



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

by and between

VINCOR CONSTRUCTION, INC.

(the "Contractor")

And

THE COUNTY OF RIVERSIDE

(the "County")

FOR:

**SMITH CORRECTIONAL FACILITY EXAM ROOM RENOVATION PROJECT
EZIQC CONTRACT - CA-RC01GCC-102015-VCI
WORK ORDER - EZIQC -VCI-FM08250007639**

LOCATED AT:

**1627 S. HARGRAVE ST.,
BANNING, CA 92220**

JUN 21 2016 3-18

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 **Vincor Construction, Inc.**, a Corporation ("Contractor"), whose principal place of business is located at 2707 Saturn Street, Brea, California, 92821.

ARTICLE 1
DEFINITIONS

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

ARTICLE 2
PERFORMANCE OF WORK

2.1 SCOPE OF WORK

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

2.2 STANDARD OF PERFORMANCE

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

2.2.1 the requirements of the Contract Documents;

2.2.2 the requirements and conditions of Applicable Laws;

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

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

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

ARTICLE 3
CONTRACT TIME

3.1 CONTRACT TIME

3.1.1 **Substantial Completion.** Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Substantial Completion of the entire Work not later than One Hundred Eighty. (180) 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 Thirty (30) 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 Eighty Thousand Eighty Eight Dollars (\$280,088).

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
text	date	text

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

Sheet Number	Title	Date	Pages
text	text	date	text

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

John J. Benoit
By: John J. Benoit Dated JUN 21 2016

JOHN J. BENOIT
Chairman, Board of Supervisors

"CONTRACTOR"

Vincor Construction, Inc.

(sign on line above)

By: Vincent Cortes
(type name)

Title: President

The following information must be provided concerning the Contractor:

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

If "other", enter legal form of business:

Enter address:
2707 Saturn Street
Brea CA 92821

Telephone: 714-528-2900
Facsimile: 714-528-2901
Email: vincent@vincorinc.com

Employer State Tax ID #: 236-3021-3

State Contractor License #: 763743

DIR Registration #: 1000009803

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

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

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: *Kezia Harper-Ihem*
Kezia Harper-Ihem Dated JUN 21 2016
Deputy

(SEAL)

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By: *Marsha L. Victor*
Marsha L. Victor Dated 5/12/16
Principal Deputy County Counsel

EZIQC SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

SMITH CORRECTIONAL FACILITY
EXAM ROOM RENOVATION PROJECT

WORK ORDER – EZIQC –VCI-FM08250007639



PREPARED BY
COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY

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Bond No. S001-2623

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-VCI-FM08250007639 ("Contract") to Vincor Construction, Inc. as Principal ("Principal") to perform the work ("Work") for the Smith Correctional Facility Exam Room Renovation 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;

Allied World Insurance Company

NOW THEREFORE, we, the Principal and _____ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Two Hundred Eighty Thousand Eighty Eight Dollars Dollars (\$ 280,088.00), 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.

VINCOR CONSTRUCTION, INC.

(Firm Name – Principal)

2707 SATURN STREET

BREA, CA 92821

(Business Address)

By

(Original Signature)

Michele Cortes, CEO

(Title)

ALLIED WORLD INSURANCE COMPANY

(Corporation Name – Surety)

30 S. 17TH STREET SUITE 810

PHILADELPHIA, PA 19103

(Business Address)

By

(Signature – Attached Notary's Acknowledgment)

Monica Blaisdell (Attorney-In-Fact)

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)



Affix Corporate Seal

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



Allied World Surety
 Division of Allied World Insurance Company
 30 S. 17th St., Suite 810
 Philadelphia, PA 19103

POWER OF ATTORNEY

Issue Date: April 6, 2016

No. 42587-A1072

Single Transaction Limit: \$10,000,000

KNOW ALL MEN BY THESE PRESENTS:

Allied World Insurance Company, a New Hampshire corporation (the "Company") does hereby appoint

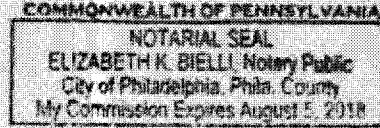
NAME(s): Monica Blaisdell

FIRM: Blaisdell Bonding and Insurance Services, Inc. 770 S. Brea Blvd. Suite 205 Brea, CA 92821

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 6th day of April, 2016



[Signature]
 Title: Senior Vice President - Surety

State of Pennsylvania)
 County of Philadelphia)ss.

On this 6th day of April, 2016, before me came the above-named officer of ALLIED WORLD INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

[Signature]

Notary
 My Commission Expires: 08/05/2018

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD INSURANCE COMPANY (the "Corporation"), on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business, any such Attorney-in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, **Timothy J. Curry**, Secretary of the ALLIED WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 21 day of April, 20 16.

[Signature]
 Timothy J. Curry, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of ORANGE)

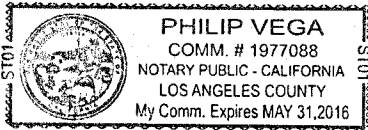
On 4/21/2016 before me, PHILIP VEGA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MONICA BLAISDELL
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/~~his~~ authorized capacity(ies), and that by his/her/~~his~~ 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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

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

Capacity(ies) Claimed by Signer(s)

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of ORANGE)

On 4/21/16 before me, Monica Blaisdell, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Michele Cortes
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Monica Blaisdell
Signature of Notary Public

Bond No. S001-2623

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- VCI-FM08250007639 ("Contract") to Vincor Construction, Inc. as Principal ("Principal") to perform the work ("Work") for the Smith Correctional Facility Exam Room Renovation 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;

Allied World Insurance Company

NOW THEREFORE, we, the Principal and _____ ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Two Hundred Eight Thousand Eighty Eight Dollars Dollars (\$ 280,088.00), 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

VINCOR CONSTRUCTION, INC.

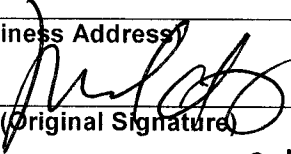
(Firm Name – Principal)

2707 SATURN STREET

BREA, CA 92821

(Business Address)

By


(Original Signature)

MICHELE CORTES, CEO

(Title)

ALLIED WORLD INSURANCE COMPANY

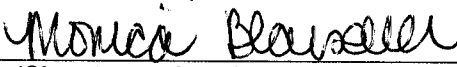
(Corporation Name – Surety)

30 S. 17TH STREET SUITE 810

PHILADELPHIA, PA 19103

(Business Address)

By



(Signature – Attached Notary's Acknowledgment)

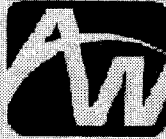
Monica Blaisdell (Attorney-In-Fact)

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Affix Corporate Seal

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



Allied World Surety
 Division of Allied World Insurance Company
 30 S. 17th St., Suite 810
 Philadelphia, PA 19103

POWER OF ATTORNEY

Issue Date: April 6, 2016

No. 42587-A1067

Single Transaction Limit: \$10,000,000

KNOW ALL MEN BY THESE PRESENTS:

Allied World Insurance Company, a New Hampshire corporation (the "Company") does hereby appoint

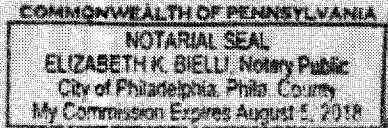
NAME(s): Monica Blaisdell

FIRM: Blaisdell Bonding and Insurance Services, Inc. 770 S. Brea Blvd. Suite 205 Brea, CA 92821

Its true and lawful Attorney(s)-in-Fact, with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business, and to bind the Company thereby. This Power of Attorney shall remain in full force and effect for one year from the issued date above-referenced and shall expire on close of business of the first anniversary of such Issue Date.

IN WITNESS WHEREOF, ALLIED WORLD INSURANCE COMPANY has caused these presents to be executed by the officer named below, who is duly authorized and empowered to execute on the Company's behalf.

This 6th day of April, 2016



[Signature]
 Title: Senior Vice President - Surety

State of Pennsylvania)
 County of Philadelphia)ss.

On this 6th day of April, 2016, before me came the above-named officer of ALLIED WORLD INSURANCE COMPANY, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seals of said corporation thereto by authority of his office.

[Signature]
 Notary
 My Commission Expires: 08/05/2018

CERTIFICATE

Excerpt of Resolution adopted by the Board of Directors of the ALLIED WORLD INSURANCE COMPANY (the "Corporation"), on December 31, 2012:

RESOLVED, that the proper officers of the Corporation, the head of the surety business line for the Corporation and their appointed designees (each an "Authorized Officer" and collectively, the "Authorized Officers") be, and each hereby is, authorized to appoint one or more Attorneys-in-Fact to represent and act for and on behalf of the Corporation in the transaction of the Company's surety business to execute (under the common seal of the Corporation, if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the signatures and attestations of the Authorized Officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or other contract of indemnity or writing obligatory in the nature thereof.

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile or mechanically reproduced signature of any Authorized Officer, whether made heretofore or hereafter, wherever appearing upon a copy of any Power of Attorney of the Corporation, with signatures affixed as next above noted, shall be valid and binding upon the Corporation with the same force and effect as though manually affixed.

RESOLVED, that in connection with the Corporation's transaction of surety business, any such Attorney-in-Fact delivering a secretarial or other certification that the foregoing resolutions still be in effect may insert in such certification the date thereof, said date to be not later than the date of delivery thereof by such Attorney-in-Fact.

RESOLVED, that the Authorized Officers be, and each hereby is, authorized to execute (under the common seal of the Corporation, if appropriate), make, file and deliver in the name and on behalf of the Corporation any and all consents, certificates, agreements, amendments, supplements, instruments and other documents whatsoever, and do any and all other things whatsoever in connection with the Corporation's transaction of surety business, as such Authorized Officer shall in his or her absolute discretion deem or determine appropriate and any of the foregoing resolutions, the transactions contemplated thereby and any ancillary matters thereto and/or to carry out the purposes and intent thereof, such deeming or determination to be conclusively evidenced by any such execution or the taking of any such action by such Authorized Officer.

I, **Timothy J. Curry**, Secretary of the ALLIED WORLD INSURANCE COMPANY, do hereby certify that the foregoing excerpts of Resolution adopted by the Board of Directors of this corporation, and the Power of Attorney issued pursuant thereto, are true and correct, and that both the Resolution and the Power of Attorney are in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the facsimile seal of the corporation, this 21 day of April, 20 16

[Signature]
 Timothy J. Curry, Secretary

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of ORANGE)

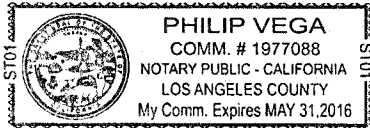
On 4/21/2016 before me, PHILIP VEGA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MONICA BLAISDELL
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/~~its~~ authorized capacity(~~ies~~), and that by his/~~her~~/~~its~~ 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 _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

**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.

Vincor Construction, Inc.

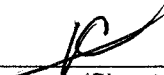
(Name of Contractor)

President

By:

Vincent Cortes

(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 LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/13/2016

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

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

PRODUCER 657-667-0225 657-667-0227 Pacific Lighthouse Insurance Agency. 625 The City Drive South, Suite 330 Orange, CA 92868	CONTACT NAME: Erica Hernandez PHONE (A/C, No, Ext): 657-667-0225 FAX (A/C, No): 657-667-0227 E-MAIL ADDRESS: Erica@PacificLighthouseins.com														
INSURED (714) 528-2900 (714) 528-2901 Vincor Construction, Inc. 2707 Saturn Street Brea, CA 92821	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : First Mercury Insurance Company</td> <td>10657</td> </tr> <tr> <td>INSURER B : Nationwide Mutual Insurance Compan</td> <td>23787</td> </tr> <tr> <td>INSURER C : State Compensation Insurance Fund</td> <td>35076</td> </tr> <tr> <td>INSURER D : Sompo Japan Insurance Company of A</td> <td>11126</td> </tr> <tr> <td>INSURER E : Underwriters at Lloyds</td> <td>15792</td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : First Mercury Insurance Company	10657	INSURER B : Nationwide Mutual Insurance Compan	23787	INSURER C : State Compensation Insurance Fund	35076	INSURER D : Sompo Japan Insurance Company of A	11126	INSURER E : Underwriters at Lloyds	15792	INSURER F :	
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INSURER E : Underwriters at Lloyds	15792														
INSURER F :															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	WA-CGL-0000054672-01	05/26/2016	05/26/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Excluded PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Deductible \$ 5,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	<input checked="" type="checkbox"/>		ACP BA 3016638991	04/22/2016	04/22/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Deductible \$ 1,000
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	<input checked="" type="checkbox"/>		UUX46556A0	05/26/2016	05/26/2017	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N Y N/A	9138890-15	07/23/2015	07/23/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Pollution	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	PGIARK05724-00	12/23/2015	12/23/2016	\$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: All operations; Various locations. Cancellation 30 days written notice per attached form.

CERTIFICATE HOLDER County Of Riverside 3403 Tenth Street 4th Floor Riverside, CA 92555	CANCELLATION 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
--	--

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
As required by written contract signed by both parties prior to the loss.	Coverage under this endorsement applies only to "Commercial Construction". "Commercial Construction" means all construction activity that is not "Residential Construction". "Residential Construction" means all construction activity performed on townhouses, condominiums, cooperatives, duplexes, triplexes, fourplexes, and single-family detached housing that is intended to be, will be, or is maintained or sold for the purpose of being used by natural persons as a dwelling, and includes any associated improvements to real property, infrastructure improvements, grading, excavating, utility work, road paving, curb, or sidewalk work.
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.

B. 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability 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.

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.

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

This insurance does not apply to:

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

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

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

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

- a. 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
- b. 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:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; 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.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**DESIGNATED CONSTRUCTION PROJECT(S)
GENERAL AGGREGATE LIMIT SUBJECT TO A
TOTAL POLICY AGGREGATE LIMIT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Designated Construction Projects:

As required by written contract signed by both parties prior to the loss.

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

- A. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), which can be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. A separate Designated Construction Project General Aggregate Limit applies to each designated construction project, and that limit is equal to the amount shown in the Declarations of this policy.
 2. Subject to the Total Policy Aggregate Limit, the Designated Construction 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," regardless of the number of:
 - a. Insureds;
 - b. Claims made or "suits" brought; or
 - c. Persons or organizations making claims or bringing "suits."
 3. Any payments made under COVERAGE A for damages shall reduce the Designated Construction Project General Aggregate Limit for that designated construction project. Subject to the Policy Aggregate Limit, such payments shall not reduce the General Aggregate Limit shown in the Declarations nor shall they reduce any other Designated Construction Project General Aggregate Limit for any other designated construction project shown in the Schedule above.
 4. The limits shown in the Declarations for Each Occurrence continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable Designated Construction Project General Aggregate Limit and the Total Policy Aggregate Limit.
- B. For all sums which the insured becomes legally obligated to pay as damages caused by "occurrences" under COVERAGE A (SECTION I), which cannot be attributed only to ongoing operations at a single designated construction project shown in the Schedule above:
1. Any payments made under COVERAGE A for damages shall reduce the amount available under the General Aggregate Limit or the Products-Completed Operations Aggregate Limit, whichever is applicable; and
 2. Such payments shall not reduce any Designated Construction Project General Aggregate Limit.
 3. Such payments will reduce the Policy 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 or the Designated Location General Aggregate Limit or the Total Policy Aggregate Limit.
- D. The Total Policy Aggregate Limit scheduled in the Declarations of this policy is the most we will pay for the sum of: (a) all damages covered under this policy and falling within the scheduled Designated Location(s) General Aggregate Limits described in Paragraph A. of this endorsement; and, (b) all damages covered under this policy and falling within the General Aggregate Limit, as described in Paragraph B. of this endorsement and as set forth in the provisions of Limits of Insurance (SECTION III) not otherwise modified by this endorsement. The Total Policy Aggregate Limit applies regardless of the sums indicated in the Declarations for any General Aggregate Limit, or Designated Location(s) General Aggregate Limit, as applicable to all locations(s) set forth in the Schedule above. The Total Policy Aggregate Limit applies collectively, rather than separately, to all of your scheduled locations. The Total Policy Aggregate Limit is not reduced by payments for damages covered under this policy and falling within the "products-completed operations hazard," but such payments will reduce the Products-Completed Operations Aggregate Limit, as described in Paragraph C. of this endorsement.
- E. For the purposes of this endorsement, the Definitions Section is amended by the addition of the following definition:
"Location" 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.
- F. 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 OF THE POLICY REMAIN UNCHANGED.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

Endorsement effective

Policy No. WA-CGL-0000054672-01 Endorsement No.

Named Insured: Vincor Construction Inc.

Countersigned by _____



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTING INSURANCE

This endorsement modifies insurance provided under the following:

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

To the extent that this insurance is afforded to any additional insured under this policy, **SECTION IV – COMMERCIAL GENERAL LIABILITY CONDITIONS, 4. Other Insurance**, is deleted in its entirety and replaced with the following condition:

4. Other Insurance

If all of the other insurance permits contribution by equal shares, we will follow this method unless the insured is required by written contract signed by both parties, to provide insurance that is primary and non-contributory, and the "insured contract" is executed prior to any loss. Where required by a written contract signed by both parties, this insurance will be primary and non-contributing only when and to the extent as required by that contract.

However, under the contributory approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first. If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

ALL OTHER TERMS AND CONDITIONS OF THE POLICY REMAIN UNCHANGED.

This endorsement forms a part of the Policy to which attached, effective on the inception date of the Policy unless otherwise stated herein.

(The following information is required only when this endorsement is issued subsequent to preparation of the Policy.)

Endorsement effective:

Policy No. WA-CGL-0000054672-01

Endorsement No.

Named Insured: Vincor Construction Inc.

Countersigned by _____



FMIC-GL-1002(10/2012)

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

<p>Name Of Person Or Organization: As required by written contract signed by both parties prior to the loss.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **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.

DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

I, the undersigned, an authorized representative of Vincor Construction 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 05-0589192.

2. The Contractor's workers' compensation insurance policy number is 9138890-15 and the name, address, and telephone number of the insurance carrier providing said insurance is: State Comp Insurance Fund PO Box 8192 Pleasanton CA 94588

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

Vehicle	Vehicle ID #	Vehicle Liability Insurance Policy Number (of policy covering vehicle)	Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)
Chevy Silverado	8Y07515	ACP BA 3016638991	Nationwide Mutual Unc NAIC #23787
Chevy Volt	6WRD530	ACP BA 3016638991	Nationwide Mutual Inc NAIC #23787

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.]:

Total Number of Workers	Total Amount of Wages	Date(s) for Payment of Wages
2	3000.	TBD

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.]:

List of Independent Contractors	Current, local, state and federal contractor license identification number
Lightman Electric	Lic 922967
Pacific Door & Frame	Lic 813479

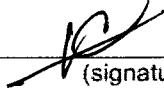
8. Check only one of the following boxes, as applicable:

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 20th day of April, in the year 2016 at Brea, California.



(signature)

Vincent Cortes

Type Name of Signer:

Vincor Construction Inc

Type Name of Bidder:

**MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER**



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

Witnesseth:

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

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

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

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

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

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

Term:

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

THEREFORE, IN WITNESS THEREOF,

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

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

Member Name:

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

[Signature]
AUTHORIZED SIGNATURE
Executive Director
TITLE
9/1/11
DATE

NECIA HARPER-IHEM, Clerk
BY [Signature]
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: [Signature]
NEAL R. KIPNIS
DATE 10/22/11

09/21/2010

OCT 18 2011 3:13



INDEFINITE QUANTITY CONSTRUCTION AGREEMENT

IFB NUMBER: CA-GC07C-082013-VCI

GEOGRAPHIC AREA Riverside

This Agreement dated August 20, 2013, by and between the National Joint Powers Alliance, hereinafter referred to as NJPA and Vincor Construction, Inc. at the following address 218 Viking Avenue, Brea, CA 92821.

hereinafter referred to as the CONTRACTOR.

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

ARTICLE 1. CONTRACT DOCUMENTS

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

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

ARTICLE 2. SCOPE OF WORK

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

ARTICLE 3. THE AGREEMENT PRICE

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

0.9730
(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:

0.9731
(Specify to four (4) decimal places)

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

0.8973
(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:

0.8974
(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:

1.1892
(Specify to four (4) decimal places)

ARTICLE 4. TERM OF THE AGREEMENT

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

ARTICLE 5. SOFTWARE LICENSING

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

ARTICLE 6. IQCC SYSTEM LICENSE

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

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

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

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

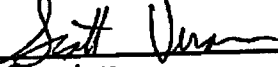
equity. In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled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

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


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

By:

National Joint Powers Alliance


Authorized Signature

Contractor VINCOR CONSTRUCTION INC


Authorized Signature

Vincent Cortes
Print Name

Contract Number: CA-GC07C-D82013-VCL (assigned by NJPA)



Work Order Signature Document

EZIQC Contract No.: CA-RC01GCC-102015-VCI

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

Work Order #: ezIQC-VCI-FM08250007639 Work Order Date: 04/26/2016

Work Order Title: Smith Correction Exam Room Project

Owner Name: EDA County of Riverside Contractor Name: Vincor Construction Inc.

Contact: Frank Gonzales Contact: John Kang

Phone: 951-955-8467 Phone: 714-990-4200

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No CA-RC01GCC-102015-VCI.

Brief Work Order Description:

Remodeling Existing Exam Room at Smith Correctional Facility Medial Mental Health Clinic. Housing Units 1 thru 14 Exam Room Floor Plan.

Time of Performance Estimated Start Date: 06/13/2016
Estimated Completion Date: 12/30/2016

Liquidated Damages Will apply: Will Not apply:

Work Order Firm Fixed Price: \$280,087.68



Detailed Scope of Work

To: John Kang
Vincor Construction Inc.
2707 Saturn St.
Brea CA 92821
714.528.2900

From: Frank Gonzales
EDA County of Riverside
3403 Tenth St. Suite 500
Riverside, CA 92501
951-955-8467

Date Printed: April 26, 2016

Work Order #: eziQC-VCI-FM08250007639

Work Order Title: Smith Correction Exam Room Project

Brief Scope: Remodeling Existing Exam Room at Smith Correctional Facility Medial Mental Health Clinic.
Housing Units 1 thru 14 Exam Room Floor Plan.

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.

GENERAL CONDITIONS:

1. Provide regulated work area utilizing caution tape, delineators to demarcate the regulated construction work area.
2. Provide dumpster to remove and haul away all debris.
3. Dumpsters, clean-up, site supervision, equipment rentals as needed.

CONSTRUCTION:

HOUSING UNITS 1 - 11:

4. Demo and remove existing base and upper cabinetry, sink and flooring and haul away debris.
5. Provide and install new base and upper cabinets with solid surface counter top as per plan.
6. Prep floor and install new resilient floor covering with coved base.
7. Remove and replace window frame and glass with new hollow metal window frame with 1/2" attack resistant security glazing.
8. Remove and replace existing door and frame with new hollow metal frame and wood door including all required hardware.
9. Provide and install new vision lite with metal frame and 1/2" attack resistant glazing for housing unit 8-9, 10-11 doors.
10. Safe off and rough in for new sink.
11. Provide and install new stainless steel sink including faucet and foot pedal valves.
12. Lock out tag out and safe off electrical.
13. Remove and replace light fixtures in exam rooms as needed.
14. Provide and install new outlet and voice/data conduit stub up at one location per exam room.
15. Remove and replace supply and return registers.
16. Remove and re-locate existing registers and light fixtures in housing units 8-9, 10-11 with required supports and fittings.
17. Demo and remove existing wall at housing units 8-9, 10-11 and construct new wall as per plan.
18. Remove and relocate (1) sprinkler head and add (2) additional heads at housing units 8-9, 10-11 with required plans, shut down, pipe, support and fittings.
19. Remove existing curtain track at housing unit 10-11.
20. Provide and install new corner guards at (1) location for housing units 8-9, 10-11.
21. Patch, prime and apply (2) coats of new paint at walls, ceilings, doors, door and window frames.
22. Re-work electrical and install new light switch for exam rooms at housing units 8-9, 10-11.
23. Provide and install new window blinds at new windows.
24. Provide duct cleaning for only the area that feeds the exam rooms back to the existing units.
25. Provide and install (1) new supply and return with required duct work, support and fittings at housing unit 8-9, 10-11.

Detailed Scope of Work Continued..

Work Order #: ezIQC-VCI-FM08250007639
Work Order Title: Smith Correction Exam Room Project

HOUSING UNIT 14:

- 26. Demo and remove existing flooring and haul away debris.
- 27. Prep floor and install new resilient floor covering with coved base.
- 28. Prep existing door and frame and apply new paint.
- 29. Remove and replace existing lockset at (1) door.

INTAKE:

- 30. Demo and remove existing flooring and haul away debris.
- 31. Prep floor and install new resilient floor covering with coved base.
- 32. Prep existing door and frame and apply new paint.
- 33. Remove and replace existing lockset at (1) door.

MEDICAL OFFICE:

- 34. Remove existing carpet and base and replace with new.

CLARIFICATIONS:

Any additional work due to unforeseen conditions will be treated as a supplemental to the work order.
All work to be executed as per plan by DLR Group dated 3/8/16 and per joint scope meeting 3/17/16.
Excludes ACM/Lead testing, abatement, air monitoring and clearance.
Excludes any design, engineering, plans, permit and plan check fees.
All furniture, equipment, computers, desks, files, personnel belongings, etc.. to be moved and re-installed by others.
Excludes any modifications and/or upgrades to the existing fire alarm system.
Contractor to provide voice and data conduit stub up only. Cables, devices and termination to be done by others.
Excludes providing and installing refrigerators.
Existing speakers and smoke detectors to remain protect in place.

WARRANTIES:

The Contractor agrees to provide all warranties described in the contact documents, project Specifications titled, (SMITH CORRECTIONAL FACILITY MEDIAL MENTAL HEALTH CLINIC EXISTING EXAM ROOM DEMO / FLOOR PLANS) 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..



5/9/16

Contractor

Date



5/9/16
Date

Owner - Project Manager

Contractor's Price Proposal - Detail

Date: April 26, 2016

Re: IQC Master Contract #: CA-RC01GCC-102015-VCI
 Work Order Number: ezIQC-VCI-FM08250007639
 NJPA Number: 039964.00
 Title: Smith Correction Exam Room Project
 Contractor: Vincor Construction Inc.
 Proposal Value: \$280,087.68

Sect.	Item	Mod.	UOM	Description	Line Total		
Labor Equip. Material (Excludes)							
01 - General Requirements							
1	01 22 16 00-0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$80.54		
			Installation	Quantity 80.54 x	Unit Price 1.00 x	Factor 1.0000 =	Total 80.54
			User Note: Bond Fee - (\$4,995.86 x 1.5% = \$74.93 x 1.075 = \$80.54)				
2	01 22 16 00-0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$4,063.82		
			Installation	Quantity 4,063.82 x	Unit Price 1.00 x	Factor 1.0000 =	Total 4,063.82
			User Note: Bond Fee - (\$252,020.16 x 1.5% = \$3,780.30 x 1.075 = \$4,063.82)				
3	01 22 16 00-0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$67.53		
			Installation	Quantity 67.53 x	Unit Price 1.00 x	Factor 1.0000 =	Total 67.53
			User Note: Bond Fee - (\$4,188.31 x 1.5% = \$62.82 x 1.075 = \$67.53)				
4	01 22 16 00-0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$232.81		
			Installation	Quantity 232.81 x	Unit Price 1.00 x	Factor 1.0000 =	Total 232.81
			User Note: Bond Fee - (\$14,438.65 x 1.5% = \$216.57 x 1.075 = \$232.81)				

Contractor's Price Proposal - Detail Continued.

Work Order #: ezIQC-VCI-FM08250007639
 Work Order Title: Smith Correction Exam Room Project

01 - General Requirements

5	01 22 20 00-0047	HR	Investigating Engineer Or Specialty Consultant	For special investigatory engineering requirements or other miscellaneous professional services.						\$3,431.68
		Installation	Quantity	Unit Price	Factor	=	Total			
			32.00	80.00	1.3405		3,431.68			
		User Note:	HU 8-9, HU 10-11 - fire sprinkler deferred approval plan - (4 days)							
6	01 56 16 00-0003	SF	6 Mil Plastic Sheeting, Applied To Floors							\$402.15
		Installation	Quantity	Unit Price	Factor	=	Total			
			1,000.00	0.30	1.3405		402.15			
		User Note:	Protect existing - (200sf x 5 units = 1000)							
7	01 56 16 00-0003	SF	6 Mil Plastic Sheeting, Applied To Floors							\$402.15
		Installation	Quantity	Unit Price	Factor	=	Total			
			1,000.00	0.30	1.3405		402.15			
		User Note:	Protect existing							
8	01 56 16 00-0003	SF	6 Mil Plastic Sheeting, Applied To Floors							\$40.22
		Installation	Quantity	Unit Price	Factor	=	Total			
			100.00	0.30	1.3405		40.22			
		User Note:	Protect existing							
9	01 56 16 00-0003	SF	6 Mil Plastic Sheeting, Applied To Floors							\$40.22
		Installation	Quantity	Unit Price	Factor	=	Total			
			100.00	0.30	1.3405		40.22			
		User Note:	Protect existing							
10	01 56 26 00-0143	LF	Temporary 6' High Chain Link Fence Panels (Portable), Up To 6 Months							\$680.44
		Installation	Quantity	Unit Price	Factor	=	Total			
			120.00	4.23	1.3405		680.44			
		User Note:	Staging - (40 x 20 area)							
11	01 56 26 00-0143	0080 MOD	For Shade Cloth, Add							\$410.19
		Installation	Quantity	Unit Price	Factor	=	Total			
			120.00	2.55	1.3405		410.19			
		User Note:								
12	01 56 26 00-0158	BAG	Temporary Chain Link Fence Panels (Portable) Sandbag	Includes placement and removal.						\$172.12
		Installation	Quantity	Unit Price	Factor	=	Total			
			24.00	5.35	1.3405		172.12			
		User Note:	(120' / 10'oc x 2ea = 24)							
13	01 66 19 00-0005	CY	Handling Material For Over 125' Per CY Of Material Per 125'	For delivery, demolition or miscellaneous moving required by owner.						\$4.93
		Installation	Quantity	Unit Price	Factor	=	Total			
			1.00	3.68	1.3405		4.93			
		User Note:	Material/debris - (500sf x avg .5" = 1cy)							
14	01 66 19 00-0005	CY	Handling Material For Over 125' Per CY Of Material Per 125'	For delivery, demolition or miscellaneous moving required by owner.						\$4.93
		Installation	Quantity	Unit Price	Factor	=	Total			
			1.00	3.68	1.3405		4.93			
		User Note:	Material/debris - (500sf x avg .5" = 1cy)							
15	01 66 19 00-0005	CY	Handling Material For Over 125' Per CY Of Material Per 125'	For delivery, demolition or miscellaneous moving required by owner.						\$14.80
		Installation	Quantity	Unit Price	Factor	=	Total			
			3.00	3.68	1.3405		14.80			
		User Note:	Material/debris - (2000sf x avg .5" = 3cy)							

Contractor's Price Proposal - Detail Continued..

Work Order #: ezIQC-VCI-FM08250007639
 Work Order Title: Smith Correction Exam Room Project

01 - General Requirements

16	01 66 19 00-0005	CY	Handling Material For Over 125' Per CY Of Material Per 125' For delivery, demolition or miscellaneous moving required by owner.						\$730.09
		Installation	Quantity	Unit Price	Factor	=	Total		
			148.00	3.68	1.3405		730.09		
		User Note: Material/debris - (8000sf x avg. 6" = 148cy)							
17	01 74 13 00-0002	CSF	Clean Miscellaneous Surfaces, Wipe Down With Mild Detergent						\$237.13
		Installation	Quantity	Unit Price	Factor	=	Total		
			10.00	17.69	1.3405		237.13		
		User Note: Protect existing - (200sf x 5 units = 1000)							
18	01 74 19 00-0012	EA	6 CY Dumpster (1 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						\$488.72
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	364.58	1.3405		488.72		
19	01 74 19 00-0012	EA	6 CY Dumpster (1 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						\$488.72
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	364.58	1.3405		488.72		
20	01 74 19 00-0012	EA	6 CY Dumpster (1 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						\$488.72
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	364.58	1.3405		488.72		
21	01 74 19 00-0017	EA	40 CY Dumpster (5 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						\$1,943.70
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	724.99	1.3405		1,943.70		

Subtotal for 01 - General Requirements **\$14,425.61**

02 - Existing Conditions

22	02 41 19 13-0324	EA	Core Drill Minimum Charge For projects where the total core drilling charge is less than the minimum charge, use task "Minimum Charge For Core Drilling" exclusively. Task "Minimum Charge For Core Drilling" should not be used in conjunction with any other tasks in this section. Does not apply to sections "Drilling In Concrete Per Inch Of Depth" or "Drilling In Brick Or Block Per Inch Of Depth".						\$2,337.98
		Installation	Quantity	Unit Price	Factor	=	Total		
			3.00	581.37	1.3405		2,337.98		
		User Note: HU 5-6-7, HU 8-9, HU 10-11 - electrical (3 units)							
23	02 41 19 16-0053	SF	Demolish Wood Or Metal Framed Interior Partition/Wall With Drywall 2 Sides						\$1,997.35
		Installation	Quantity	Unit Price	Factor	=	Total		
			500.00	2.98	1.3405		1,997.35		
		User Note: New wall - (HU 8-9, HU 10-11) - (25' x 10'h x 2 locations = 500sf)							
24	02 84 16 00-0002	EA	Remove TSCA-Exempt PCB And Non-PCB Ballast From A Demolished Fixture For Recycling						\$71.31
		Installation	Quantity	Unit Price	Factor	=	Total		
			10.00	5.32	1.3405		71.31		
		User Note: Recycle - (2ea per unit x 5 units = 10)							

Subtotal for 02 - Existing Conditions **\$4,406.64**

03 - Concrete

Contractor's Price Proposal - Detail Continued..

Work Order #: ezIQC-VCI-FM08250007639
 Work Order Title: Smith Correction Exam Room Project

03 - Concrete

25	03 31 13 00-0091	CY	250' Haul, Non Motorized, Concrete Buggy						\$47.40
			Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	35.36	1.3405		47.40	
			User Note: Cart to move debris/material						
26	03 31 13 00-0091	CY	250' Haul, Non Motorized, Concrete Buggy						\$7,015.21
			Installation	Quantity	Unit Price	Factor	=	Total	
				148.00	35.36	1.3405		7,015.21	
			User Note: Cart to move debris/material						
27	03 31 13 00-0091	CY	250' Haul, Non Motorized, Concrete Buggy						\$47.40
			Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	35.36	1.3405		47.40	
			User Note: Cart to move debris/material						
28	03 31 13 00-0091	CY	250' Haul, Non Motorized, Concrete Buggy						\$142.20
			Installation	Quantity	Unit Price	Factor	=	Total	
				3.00	35.36	1.3405		142.20	
			User Note: Cart to move debris/material						

Subtotal for 03 - Concrete

\$7,252.21

05 - Metals

29	05 12 23 00-0131	EA	>15 Spot Weldings, Welds Up To 1" Length Each						\$922.93
			Installation	Quantity	Unit Price	Factor	=	Total	
				90.00	7.65	1.3405		922.93	
			User Note: (18ea x 5 locations = 90)						
30	05 59 69 00-0072	SF	1/4" #20-F Plain Expanded Metal Panel, 0.82 LB/SF						\$1,532.19
			Installation	Quantity	Unit Price	Factor	=	Total	
				100.00	8.31	1.3405		1,113.96	
			Demolition	Quantity	Unit Price	Factor	=	Total	
				100.00	3.12	1.3405		418.24	
			User Note: Ceiling opening - (20 per unit x 5 units = 100)						
31	05 59 69 00-0072	0161 MOD	For Galvanized, Add						\$278.82
			Installation	Quantity	Unit Price	Factor	=	Total	
				100.00	2.08	1.3405		278.82	
			User Note:						

Subtotal for 05 - Metals

\$2,733.94

06 - Wood, Plastic, and Composites

32	06 41 13 00-0015	LF	Up To 15" Width, 34-1/2" High x 24" Deep Built In Place Base Cabinet Prefinished with solid hardwood face frames, hardwood door frames and drawer fronts. Hardwood veneer on raised door panels. Excludes top.						\$22,715.48
			Installation	Quantity	Unit Price	Factor	=	Total	
				57.00	246.56	1.3405		18,839.28	
			Demolition	Quantity	Unit Price	Factor	=	Total	
				57.00	50.73	1.3405		3,876.20	
			User Note: HU 1-2, HU 3-4, HU 5-6-7 - (11 x 3 units = 33) HU 8-9, HU 10-11 - (12 x 2 units = 24) Total = 57						
33	06 41 13 00-0015	0057 MOD	For ADA Cabinet Units (Includes All ADA Hardware), Add						\$2,654.43
			Installation	Quantity	Unit Price	Factor	=	Total	
				57.00	34.74	1.3405		2,654.43	
			User Note:						

Contractor's Price Proposal - Detail Continued..

Work Order #: eziQC-VCI-FM08250007639
 Work Order Title: Smith Correction Exam Room Project

06 - Wood, Plastic, and Composites

34	06 41 13 00-0015	0067	MOD	For Premium Grade, Add						\$6,635.31
			Installation	Quantity	Unit Price	Factor	=	Total		
				57.00	86.84	1.3405		6,635.31		
			User Note:							
35	06 41 13 00-0085		LF	Up To 15" Wide, 36" High x 13" Deep Built In Place Single Door Wall Cabinet Prefinished with solid hardwood face frames, hardwood door frames. Hardwood veneer on raised door panels.						\$12,853.52
			Installation	Quantity	Unit Price	Factor	=	Total		
				36.00	212.05	1.3405		10,233.11		
			Demolition	Quantity	Unit Price	Factor	=	Total		
				36.00	54.30	1.3405		2,620.41		
			User Note: HU 1-2, HU 3-4, HU 5-6-7 - (8 x 3 units = 24) HU 8-9, HU 10-11 - (6 x 2 units = 12) Total = 36							
36	06 41 13 00-0085	0067	MOD	For Premium Grade, Add						\$3,255.00
			Installation	Quantity	Unit Price	Factor	=	Total		
				36.00	67.45	1.3405		3,255.00		
			User Note:							
37	06 41 13 00-0108		SET	Tamper-Proof Screw Sets Per Panel						\$654.70
			Installation	Quantity	Unit Price	Factor	=	Total		
				60.00	8.14	1.3405		654.70		
			User Note: Cabinet locks - HU 1-2, HU 3-4, HU 5-6-7 - (12ea x 3 units = 36) HU 8-9, HU 10-11 - (12ea x 2 units = 24) Total = 60							
38	06 41 93 00-0008		EA	Cabinet Drawer Lock Square Style, Mortise Mount						\$8,912.45
			Installation	Quantity	Unit Price	Factor	=	Total		
				60.00	100.09	1.3405		8,050.24		
			Demolition	Quantity	Unit Price	Factor	=	Total		
				60.00	10.72	1.3405		862.21		
			User Note: Cabinet locks - HU 1-2, HU 3-4, HU 5-6-7 - (12ea x 3 units = 36) HU 8-9, HU 10-11 - (12ea x 2 units = 24) Total = 60							
Subtotal for 06 - Wood, Plastic, and Composites										\$57,680.89
07 - Thermal And Moisture Protection										
39	07 21 16 00-0033		SF	3-1/2" Kraft Faced, R-11 Mineral Wool Flexible Insulation						\$924.95
			Installation	Quantity	Unit Price	Factor	=	Total		
				500.00	1.10	1.3405		737.28		
			Demolition	Quantity	Unit Price	Factor	=	Total		
				500.00	0.28	1.3405		187.67		
			User Note: New wall - (HU 8-9, HU 10-11) - (25' x 10'h x 2 locations = 500sf)							
40	07 92 13 00-0005		CLF	3/8" x 3/8" Joint, Silicone Sealant And Caulking						\$2,254.05
			Installation	Quantity	Unit Price	Factor	=	Total		
				5.00	336.30	1.3405		2,254.05		
			User Note: 1ea per room x 5 rooms							
41	07 92 13 00-0005	0093	MOD	For 1 Part Mildew Resistant, Add						\$219.37
			Installation	Quantity	Unit Price	Factor	=	Total		
				5.00	32.73	1.3405		219.37		
			User Note:							
42	07 92 13 00-0005		CLF	3/8" x 3/8" Joint, Silicone Sealant And Caulking						\$225.41
			Installation	Quantity	Unit Price	Factor	=	Total		
				0.50	336.30	1.3405		225.41		

Contractor's Price Proposal - Detail Continued.

Work Order #: eziQC-VCI-FM08250007639
 Work Order Title: Smith Correction Exam Room Project

07 - Thermal And Moisture Protection

43	07 92 13 00-0005	0093	MOD	For 1 Part Mildew Resistant, Add						\$21.94
			Installation	Quantity	Unit Price	Factor	=	Total		
				0.50	32.73	x	1.3405	=	21.94	
			User Note:							
44	07 92 13 00-0005		CLF	3/8" x 3/8" Joint, Silicone Sealant And Caulking						\$225.41
			Installation	Quantity	Unit Price	Factor	=	Total		
				0.50	336.30	x	1.3405	=	225.41	
45	07 92 13 00-0005	0093	MOD	For 1 Part Mildew Resistant, Add						\$21.94
			Installation	Quantity	Unit Price	Factor	=	Total		
				0.50	32.73	x	1.3405	=	21.94	
			User Note:							
46	07 92 13 00-0005		CLF	3/8" x 3/8" Joint, Silicone Sealant And Caulking						\$225.41
			Installation	Quantity	Unit Price	Factor	=	Total		
				0.50	336.30	x	1.3405	=	225.41	
47	07 92 13 00-0005	0093	MOD	For 1 Part Mildew Resistant, Add						\$21.94
			Installation	Quantity	Unit Price	Factor	=	Total		
				0.50	32.73	x	1.3405	=	21.94	
			User Note:							

Subtotal for 07 - Thermal And Moisture Protection **\$4,140.42**

08 - Openings

48	08 05 13 00-0012		EA	For >4 To 6 SF, Site Installed 20 Gauge Galvannealed Steel Frame With 3/8" Glazing Pocket For Vision Glass In Door, Add						\$582.88
			Installation	Quantity	Unit Price	Factor	=	Total		
				2.00	217.41	x	1.3405	=	582.88	
			User Note: Door vision frame - HU 8-9, HU 10-11 - (2 x 3 x 2 units)							
49	08 12 13 13-0041		EA	3' x 6'-8" Through 7'-2" x 5-3/4" Deep Metal Door Frame, 16 Gauge						\$2,227.51
			Installation	Quantity	Unit Price	Factor	=	Total		
				5.00	260.89	x	1.3405	=	1,748.62	
			Demolition	Quantity	Unit Price	Factor	=	Total		
				5.00	71.45	x	1.3405	=	478.89	
			User Note: Exam rooms - (1ea per room x 5 rooms)							
50	08 12 13 13-0041	0070	MOD	For Auxiliary Frame Reinforcement For Hinges, Add						\$118.63
			Installation	Quantity	Unit Price	Factor	=	Total		
				5.00	17.70	x	1.3405	=	118.63	
			User Note:							
51	08 12 13 13-0041	0075	MOD	For Welded Frames, Add						\$301.61
			Installation	Quantity	Unit Price	Factor	=	Total		
				5.00	45.00	x	1.3405	=	301.61	
			User Note:							
52	08 14 16 00-0129		EA	3' x 7' x 1-3/4" Solid Core, Birch Faced Door						\$2,332.87
			Installation	Quantity	Unit Price	Factor	=	Total		
				5.00	305.19	x	1.3405	=	2,045.54	
			Demolition	Quantity	Unit Price	Factor	=	Total		
				5.00	42.87	x	1.3405	=	287.34	
			User Note: Exam rooms - (1ea per room x 5 rooms)							
53	08 14 16 00-0129	0137	MOD	For Machining for Mortise Lock, Add						\$234.59
			Installation	Quantity	Unit Price	Factor	=	Total		
				5.00	35.00	x	1.3405	=	234.59	
			User Note:							

Contractor's Price Proposal - Detail Continued..

Work Order #: ezIQC-VCI-FM08250007639
 Work Order Title: Smith Correction Exam Room Project

08 - Openings

54	08 51 23 00-0006	SF	Industrial Steel Window, Fixed Security Sash							\$8,559.63
			Installation	Quantity	Unit Price	Factor	=	Total		
				100.00	61.28	1.3405		8,214.58		
			Demolition	60.00	4.29	1.3405		345.04		
			User Note: Window frame - (4 x 5 x 5 units = 100)							
55	08 51 23 00-0006	0191	MOD	For Heavy Commercial Grade (HC-40), Add						\$3,408.89
			Installation	Quantity	Unit Price	Factor	=	Total		
				100.00	25.43	1.3405		3,408.89		
			User Note:							
56	08 51 23 00-0006	0192	MOD	For Non Stock Custom Sizes, Add						\$725.21
			Installation	Quantity	Unit Price	Factor	=	Total		
				100.00	5.41	1.3405		725.21		
			User Note:							
57	08 71 16 00-0010	PR	4-1/2" x 4-1/2" Standard Duty, Full Mortise, Ball Bearing, Brass/Bronze, Satin Chrome Finish Hinge							\$807.32
			Installation	Quantity	Unit Price	Factor	=	Total		
				7.50	72.44	1.3405		728.29		
			Demolition	7.50	7.86	1.3405		79.02		
			User Note: Exam rooms - (5 doors x 1.5 = 7.5)							
58	08 71 16 00-0543	EA	1-7/8" Base Diameter, Adhesive-Backed, Concave Rubber Wall Bumper (Ives WS411R-W)							\$190.49
			Installation	Quantity	Unit Price	Factor	=	Total		
				5.00	19.49	1.3405		130.63		
			Demolition	5.00	8.93	1.3405		59.85		
			User Note: Exam rooms - 5ea							
59	08 71 16 00-0568	EA	Steel Kick Down Door Holder (Ives FS544)							\$157.04
			Installation	Quantity	Unit Price	Factor	=	Total		
				5.00	18.07	1.3405		121.11		
			Demolition	5.00	5.36	1.3405		35.93		
			User Note: Exam rooms - 5ea							
60	08 71 16 00-1460	EA	12" x 36", 0.050" Thick, Satin Stainless Finish, Stainless Kick Plate							\$361.80
			Installation	Quantity	Unit Price	Factor	=	Total		
				5.00	53.98	1.3405		361.80		
			User Note: Exam rooms - 5ea							
61	08 71 16 00-2264	EA	Surface Mounted High Security Door Closer, Metal Cover (LCN 4510)							\$2,577.31
			Installation	Quantity	Unit Price	Factor	=	Total		
				5.00	363.81	1.3405		2,438.44		
			Demolition	5.00	20.72	1.3405		138.88		
			User Note: Exam rooms - 5ea							
62	08 71 16 00-2264	0277	MOD	For AVB (5 LB Per Push), Add						\$44.24
			Installation	Quantity	Unit Price	Factor	=	Total		
				5.00	6.60	1.3405		44.24		
			User Note:							
63	08 71 16 00-2283	EA	Entrance/Office F04 Mortise Lockset Locked with key outside and thumb knob inside.							\$587.49
			Installation	Quantity	Unit Price	Factor	=	Total		
				1.00	420.40	1.3405		563.55		
			Demolition	1.00	17.86	1.3405		23.94		
			User Note: Remove & replace lockset							

Contractor's Price Proposal - Detail Continued..

Work Order #: ezlQC-VCI-FM08250007639
 Work Order Title: Smith Correction Exam Room Project

08 - Openings

64	08 71 16 00-2283	EA	Entrance/Office F04 Mortise Lockset	Locked with key outside and thumb knob inside.					\$587.49	
			Installation	Quantity	Unit Price	Factor	=	Total		
				1.00	420.40	1.3405		563.55		
			Demolition	1.00	17.86	1.3405		23.94		
			User Note: Remove & replace lockset							
65	08 71 16 00-2283	EA	Entrance/Office F04 Mortise Lockset	Locked with key outside and thumb knob inside.					\$2,937.44	
			Installation	Quantity	Unit Price	Factor	=	Total		
				5.00	420.40	1.3405		2,817.73		
			Demolition	5.00	17.86	1.3405		119.71		
			User Note: Exam rooms - 5ea							
66	08 88 53 00-0032	SF	1/2" Overall Nominal Thickness, H.P. White TP-0500.01	Level II (Step 12) Or ASTM 1233 Class III (Step 15).					\$19,740.20	
			Installation	Quantity	Unit Price	Factor	=	Total		
				112.00	108.20	1.3405		16,244.72		
			Demolition	60.00	43.46	1.3405		3,495.49		
			User Note: Attack resistant glazing - Existing window opening - (HU 1-2, HU 3-4, HU 5-6-7, HU 8-9, HU 10-11) - (4 x 5 x 5ea = 100sf) + Door vision glazing - (HU 8-9, HU 10-11) - (2 x 3 x 2ea = 12sf) = 112sf							
67	08 88 53 00-0032	0308	MOD	For Glass Removal And Preparing Opening For New Glazing, Add					\$9,065.21	
			Installation	Quantity	Unit Price	Factor	=	Total		
				112.00	60.38	1.3405		9,065.21		
			User Note: Existing window opening - (HU 1-2, HU 3-4, HU 5-6-7) - (4 x 5 x 3ea = 60sf)							
Subtotal for 08 - Openings									\$55,547.85	

09 - Finishes

68	09 01 20 00-0023	SF	Up To 10 SF, Chip, Clean And Repair Plaster/Stucco						\$8,223.97	
			Installation	Quantity	Unit Price	Factor	=	Total		
				250.00	24.54	1.3405		8,223.97		
			User Note: (50 per unit x 5 units = 250)							
69	09 01 60 00-0008	CSF	Tile - Wax And Polish						\$491.66	
			Installation	Quantity	Unit Price	Factor	=	Total		
				9.82	37.35	1.3405		491.66		
			User Note: 2 coats - (982sf)							
70	09 01 60 00-0008	0447	MOD	For Additional Coat, Add					\$406.23	
			Installation	Quantity	Unit Price	Factor	=	Total		
				9.82	30.86	1.3405		406.23		
			User Note:							
71	09 01 60 00-0008	CSF	Tile - Wax And Polish						\$88.12	
			Installation	Quantity	Unit Price	Factor	=	Total		
				1.76	37.35	1.3405		88.12		
			User Note: 2 coats - (176sf)							
72	09 01 60 00-0008	0400	MOD	For >1 To 5 CSF, Add					\$16.47	
			Installation	Quantity	Unit Price	Factor	=	Total		
				1.76	6.98	1.3405		16.47		
			User Note:							
73	09 01 60 00-0008	0447	MOD	For Additional Coat, Add					\$72.81	
			Installation	Quantity	Unit Price	Factor	=	Total		
				1.76	30.86	1.3405		72.81		
			User Note:							

Contractor's Price Proposal - Detail Continued..

Work Order #: ezIQC-VCI-FM08250007639
 Work Order Title: Smith Correction Exam Room Project

09 - Finishes

74	09 01 60 00-0008		CSF	Tile - Wax And Polish						\$116.66
				Installation	Quantity	Unit Price	Factor	=	Total	
					2.33	37.35	1.3405		116.66	
				User Note:	2 coats - 233sf					
75	09 01 60 00-0008	0400	MOD	For >1 To 5 CSF, Add						\$21.80
				Installation	Quantity	Unit Price	Factor	=	Total	
					2.33	6.98	1.3405		21.80	
				User Note:						
76	09 01 60 00-0008	0447	MOD	For Additional Coat, Add						\$96.39
				Installation	Quantity	Unit Price	Factor	=	Total	
					2.33	30.86	1.3405		96.39	
				User Note:						
77	09 01 60 00-0013		SY	Chemical Prepare Existing Concrete Floor Prior To Installation Of Carpet						\$842.24
				Installation	Quantity	Unit Price	Factor	=	Total	
					103.00	6.10	1.3405		842.24	
				User Note:	Floor prep - (37 x 22) + (11 x 10) = 924sf / 9 = 103sy					
78	09 22 16 13-0011		SF	4" Width, 20 Gauge, Non Load Bearing, Non Structural Metal Framing Stud With Tracks And Runners, 16" On Center						\$1,749.35
				Installation	Quantity	Unit Price	Factor	=	Total	
					500.00	2.61	1.3405		1,749.35	
				User Note:	New wall - (HU 8-9, HU 10-11) - (25' x 10'h x 2 locations = 500sf)					
79	09 22 16 13-0011	0010	MOD	For >200 To 500, Add						\$268.10
				Installation	Quantity	Unit Price	Factor	=	Total	
					500.00	0.40	1.3405		268.10	
				User Note:						
80	09 22 16 13-0011	0010	MOD	For >200 To 500, Add						\$0.00
				Installation	Quantity	Unit Price	Factor	=	Total	
					0.00	0.40	1.3405		0.00	
				User Note:						
81	09 22 16 13-0034		LF	6" Wide, 20 Gauge Galvanized Steel Backing Plate						\$319.04
				Installation	Quantity	Unit Price	Factor	=	Total	
					136.00	1.75	1.3405		319.04	
				User Note:	Backing for cabinets					
82	09 29 00 00-0013		SF	5/8" Type X Fire Rated Gypsum Board						\$1,809.68
				Installation	Quantity	Unit Price	Factor	=	Total	
					1,000.00	1.35	1.3405		1,809.68	
				User Note:	New wall - (HU 8-9, HU 10-11) - (25' x 10'h x 2 locations x 2 both sides = 1000sf)					
83	09 29 00 00-0056		SF	Up To 10' High, Walls, Tape, Spackle And Finish Gypsum Board						\$697.06
				Installation	Quantity	Unit Price	Factor	=	Total	
					1,000.00	0.52	1.3405		697.06	
				User Note:	New wall - (HU 8-9, HU 10-11) - (25' x 10'h x 2 locations x 2 both sides = 1000sf)					
84	09 29 00 00-0062		LF	Up To 10' High, Vertical Corners, Tape, Spackle And Finish Gypsum Board						\$167.29
				Installation	Quantity	Unit Price	Factor	=	Total	
					120.00	1.04	1.3405		167.29	
				User Note:	New wall - (HU 8-9, HU 10-11) - (6ea x 10'h x 2 locations = 120)					
85	09 29 00 00-0065		LF	Up To 10' High, Horizontal Corners, Tape, Spackle And Finish Gypsum Board						\$160.86
				Installation	Quantity	Unit Price	Factor	=	Total	
					100.00	1.20	1.3405		160.86	
				User Note:	New wall ceiling transition - (HU 8-9, HU 10-11) - (25' x 2 both sides x 2 locations = 100)					

Contractor's Price Proposal - Detail Continued..

Work Order #: eziQC-VCI-FM08250007639
 Work Order Title: Smith Correction Exam Room Project

09 - Finishes

86	09 29 00 00-0074	LF	Corner Bead, Galvanized Metal For Gypsum Board						\$400.54
			Installation	Quantity	Unit Price	Factor	=	Total	
				120.00	2.49	1.3405		400.54	
			User Note: New wall - (HU 8-9, HU 10-11) - (6ea x 10'h x 2 locations = 120)						
87	09 65 13 13-0007	LF	4" High, 1/8" Rubber Base, Group 2 All (Except White)						\$780.71
			Installation	Quantity	Unit Price	Factor	=	Total	
				182.00	2.36	1.3405		575.77	
			Demolition	Quantity	Unit Price	Factor	=	Total	
				182.00	0.84	1.3405		204.94	
			User Note: Cove base						
88	09 65 13 13-0007	LF	4" High, 1/8" Rubber Base, Group 2 All (Except White)						\$495.99
			Installation	Quantity	Unit Price	Factor	=	Total	
				50.00	2.36	1.3405		158.18	
			Demolition	Quantity	Unit Price	Factor	=	Total	
				300.00	0.84	1.3405		337.81	
			User Note: Outside of new wall - HU 8-9, HU 10-11 - (25' x 2 locations = 50)						
89	09 65 13 13-0007	0159	MOD For >40 To 100, Add						\$14.08
			Installation	Quantity	Unit Price	Factor	=	Total	
				50.00	0.21	1.3405		14.08	
			User Note:						
90	09 65 13 33-0003	SF	1/4" Thick, Flexible Self Leveling Cementitious Underlayment With Liquid Latex Modifiers						\$330.08
			Installation	Quantity	Unit Price	Factor	=	Total	
				162.00	1.52	1.3405		330.08	
			User Note: Floor prep - (162sf)						
91	09 65 13 33-0003	SF	1/4" Thick, Flexible Self Leveling Cementitious Underlayment With Liquid Latex Modifiers						\$260.81
			Installation	Quantity	Unit Price	Factor	=	Total	
				128.00	1.52	1.3405		260.81	
			User Note: Floor prep - 128sf						
92	09 65 13 33-0003	SF	1/4" Thick, Flexible Self Leveling Cementitious Underlayment With Liquid Latex Modifiers						\$1,491.49
			Installation	Quantity	Unit Price	Factor	=	Total	
				732.00	1.52	1.3405		1,491.49	
			User Note: Floor prep - (9 x 16 x 3 exam rooms 432sf) + (10 x 15 x 2 exam rooms = 300sf) = 732sf						
93	09 65 13 33-0003	SF	1/4" Thick, Flexible Self Leveling Cementitious Underlayment With Liquid Latex Modifiers						\$1,882.71
			Installation	Quantity	Unit Price	Factor	=	Total	
				924.00	1.52	1.3405		1,882.71	
			User Note: Floor prep - (37 x 22) + (11 x 10) = 924sf						
94	09 65 16 23-0007	SF	0.080" Overall Thickness, 0.020" Wear Layer, Slip Retardant Surface, Commercial Vinyl Sheet Flooring (Armstrong® Safeguard®)						\$10,096.57
			Installation	Quantity	Unit Price	Factor	=	Total	
				982.00	7.26	1.3405		9,556.85	
			Demolition	Quantity	Unit Price	Factor	=	Total	
				982.00	0.41	1.3405		539.71	
			User Note: Floor prep - (9 x 16 x 3 exam rooms + cove 150 = 582sf) + (10 x 15 x 2 exam rooms + cove - 100 = 400sf) = 982sf						
95	09 65 16 23-0007	SF	0.080" Overall Thickness, 0.020" Wear Layer, Slip Retardant Surface, Commercial Vinyl Sheet Flooring (Armstrong® Safeguard®)						\$2,395.62
			Installation	Quantity	Unit Price	Factor	=	Total	
				233.00	7.26	1.3405		2,267.56	
			Demolition	Quantity	Unit Price	Factor	=	Total	
				233.00	0.41	1.3405		128.06	
			User Note: New flooring - (162sf + cove 71sf = 233sf)						

Contractor's Price Proposal - Detail Continued..

Work Order #: ez|QC-VCI-FM08250007639
 Work Order Title: Smith Correction Exam Room Project

09 - Finishes

96	09 65 16 23-0007	SF	0.080" Overall Thickness, 0.020" Wear Layer, Slip Retardant Surface, Commercial Vinyl Sheet Flooring (Armstrong® Safeguard®)				\$1,809.57
			Quantity	Unit Price	Factor	Total	
		Installation	176.00 x	7.26 x	1.3405 =	1,712.84	
		Demolition	176.00 x	0.41 x	1.3405 =	96.73	
		User Note: New flooring - (128sf + cove 48sf = 176sf)					
97	09 65 16 23-0010	LF	Heat Weld Patterned Vinyl Sheet Flooring Seams				\$165.28
			Quantity	Unit Price	Factor	Total	
		Installation	30.00 x	4.11 x	1.3405 =	165.28	
98	09 65 16 23-0010	LF	Heat Weld Patterned Vinyl Sheet Flooring Seams				\$110.19
			Quantity	Unit Price	Factor	Total	
		Installation	20.00 x	4.11 x	1.3405 =	110.19	
99	09 65 16 23-0010	LF	Heat Weld Patterned Vinyl Sheet Flooring Seams				\$826.42
			Quantity	Unit Price	Factor	Total	
		Installation	150.00 x	4.11 x	1.3405 =	826.42	
		User Note: (30' per unit x 5 units = 150)					
100	09 66 13 00-0026	LF	Divider Strip For Floor, Vinyl Plastic				\$40.42
			Quantity	Unit Price	Factor	Total	
		Installation	9.00 x	3.35 x	1.3405 =	40.42	
		User Note: Door transition - (3' x 3 doors = 9)					
101	09 66 13 00-0026	LF	Divider Strip For Floor, Vinyl Plastic				\$67.36
			Quantity	Unit Price	Factor	Total	
		Installation	15.00 x	3.35 x	1.3405 =	67.36	
		User Note: Door transition - (3' x 5 units = 15)					
102	09 66 13 00-0026	LF	Divider Strip For Floor, Vinyl Plastic				\$13.47
			Quantity	Unit Price	Factor	Total	
		Installation	3.00 x	3.35 x	1.3405 =	13.47	
		User Note: Door transition					
103	09 66 13 00-0026	LF	Divider Strip For Floor, Vinyl Plastic				\$13.47
			Quantity	Unit Price	Factor	Total	
		Installation	3.00 x	3.35 x	1.3405 =	13.47	
		User Note: Door transition					
104	09 68 13 00-0026	SY	34 Ounce, Patterned, Nylon Carpet Tile				\$8,920.80
			Quantity	Unit Price	Factor	Total	
		Installation	103.00 x	61.27 x	1.3405 =	8,459.64	
		Demolition	103.00 x	3.34 x	1.3405 =	461.16	
		User Note: New carpet tile - (37 x 22) + (11 x 10) = 924sf / 9 = 103sy					
105	09 68 13 00-0026	0417 MOD	For Cushion Backed Tile, Add				\$676.55
			Quantity	Unit Price	Factor	Total	
		Installation	103.00 x	4.90 x	1.3405 =	676.55	
		User Note:					
106	09 91 23 00-0044	SF	Paint Interior Concrete Block, 1 Coat Filler, Brush/Roller Work				\$1,155.24
			Quantity	Unit Price	Factor	Total	
		Installation	1,390.00 x	0.62 x	1.3405 =	1,155.24	
		User Note: HU 1-2, HU 3-4 - CMU 2 sides - (25' x 10'h x 2 units = 500sf) HU 5-6-7 - CMU 3 sides - (39' x 10'h = 390sf) HU 8-9, HU 10-11 - CMU 2 sides - (25' x 10'h x 2 units = 500sf) Total = 1390sf					

Contractor's Price Proposal - Detail Continued.

Work Order #: eziQC-VCI-FM08250007639
 Work Order Title: Smith Correction Exam Room Project

09 - Finishes

107	09 91 23 00-0046	SF	Paint Interior Concrete Block, 2 Coats Paint, Brush/Roller Work						\$2,459.55
			Installation	Quantity	Unit Price	Factor	=	Total	
				1,390.00	x 1.32	x 1.3405	=	2,459.55	
		User Note:	HU 1-2, HU 3-4 - CMU 2 sides - (25' x 10'h x 2 units = 500sf) HU 5-6-7 - CMU 3 sides - (39' x 10'h = 390sf) HU 8-9, HU 10-11 - CMU 2 sides - (25' x 10'h x 2 units = 500sf) Total = 1390sf						
108	09 91 23 00-0054	SF	Paint Interior Concrete Masonry Units, 1 Coat Bonding Agent, Brush/Roller Work						\$1,192.51
			Installation	Quantity	Unit Price	Factor	=	Total	
				1,390.00	x 0.64	x 1.3405	=	1,192.51	
		User Note:	HU 1-2, HU 3-4 - CMU 2 sides - (25' x 10'h x 2 units = 500sf) HU 5-6-7 - CMU 3 sides - (39' x 10'h = 390sf) HU 8-9, HU 10-11 - CMU 2 sides - (25' x 10'h x 2 units = 500sf) Total = 1390sf						
109	09 91 23 00-0062	SF	Paint Interior Plaster/Drywall, 1 Coat Primer, Brush/Roller Work						\$1,183.93
			Installation	Quantity	Unit Price	Factor	=	Total	
				1,840.00	x 0.48	x 1.3405	=	1,183.93	
		User Note:	HU 1-2, HU 3-4 - Wall 3 sides - (33' x 10'h x 2 units = 660sf) HU 5-6-7 - Wall 2 sides - (18' x 10'h = 180sf) HU 8-9, HU 10-11 - Wall 4 sides - (50' x 10'h x 2 units = 1000sf) Total = 1840sf						
110	09 91 23 00-0064	SF	Paint Interior Plaster/Drywall, 2 Coats Paint, Brush/Roller Work						\$2,343.19
			Installation	Quantity	Unit Price	Factor	=	Total	
				1,840.00	x 0.95	x 1.3405	=	2,343.19	
		User Note:	HU 1-2, HU 3-4 - Wall 3 sides - (33' x 10'h x 2 units = 660sf) HU 5-6-7 - Wall 2 sides - (18' x 10'h = 180sf) HU 8-9, HU 10-11 - Wall 4 sides - (50' x 10'h x 2 units = 1000sf) Total = 1840sf						
111	09 91 23 00-0064	0265 MOD	For Each Coat With Egg Shell Finish, Add						\$24.67
			Installation	Quantity	Unit Price	Factor	=	Total	
				1,840.00	x 0.01	x 1.3405	=	24.67	
		User Note:							
112	09 91 23 00-0158	SF	Paint Interior Drywall/Plaster Ceiling, 1 Coat Primer, Brush/Roller Work						\$549.50
			Installation	Quantity	Unit Price	Factor	=	Total	
				732.00	x 0.56	x 1.3405	=	549.50	
		User Note:	Ceiling - (9 x 16 x 3 units = 432sf) + (10 x 15 x 2 units = 300sf) = 732sf						
113	09 91 23 00-0160	SF	Paint Interior Drywall/Plaster Ceiling, 2 Coats Paint, Brush/Roller Work						\$991.06
			Installation	Quantity	Unit Price	Factor	=	Total	
				732.00	x 1.01	x 1.3405	=	991.06	
		User Note:	Ceiling - (9 x 16 x 3 units = 432sf) + (10 x 15 x 2 units = 300sf) = 732sf						
114	09 91 23 00-0249	LF	Paint Interior Metal Frame And Trim, 1 Coat Primer, Brush/Roller Work						\$84.32
			Installation	Quantity	Unit Price	Factor	=	Total	
				85.00	x 0.74	x 1.3405	=	84.32	
		User Note:	Door frame - (17' x 5 door frames = 85)						
115	09 91 23 00-0249	LF	Paint Interior Metal Frame And Trim, 1 Coat Primer, Brush/Roller Work						\$16.86
			Installation	Quantity	Unit Price	Factor	=	Total	
				17.00	x 0.74	x 1.3405	=	16.86	
		User Note:	Paint existing door frame - (17')						

Contractor's Price Proposal - Detail Continued..

Work Order #: ezIQC-VCI-FM08250007639
 Work Order Title: Smith Correction Exam Room Project

09 - Finishes

116	09 91 23 00-0249	LF	Paint Interior Metal Frame And Trim, 1 Coat Primer, Brush/Roller Work						\$16.86	
		Installation	Quantity	Unit Price	Factor	=	Total			
			17.00	0.74	1.3405		16.86			
		User Note:	Paint existing door frame - (17')							
117	09 91 23 00-0251	LF	Paint Interior Metal Frame And Trim, 2 Coats Paint, Brush/Roller Work						\$36.92	
		Installation	Quantity	Unit Price	Factor	=	Total			
			17.00	1.62	1.3405		36.92			
		User Note:	Paint existing door frame - (17')							
118	09 91 23 00-0251	LF	Paint Interior Metal Frame And Trim, 2 Coats Paint, Brush/Roller Work						\$184.59	
		Installation	Quantity	Unit Price	Factor	=	Total			
			85.00	1.62	1.3405		184.59			
		User Note:	Door frame - (17' x 5 door frames = 85)							
119	09 91 23 00-0251	LF	Paint Interior Metal Frame And Trim, 2 Coats Paint, Brush/Roller Work						\$36.92	
		Installation	Quantity	Unit Price	Factor	=	Total			
			17.00	1.62	1.3405		36.92			
		User Note:	Paint existing door frame - (17')							
120	09 91 23 00-0256	EA	Paint Interior Door, Both Faces, 1 Coat Primer, Brush/Roller Work						\$78.20	
		Installation	Quantity	Unit Price	Factor	=	Total			
			1.00	58.34	1.3405		78.20			
		User Note:	Paint existing door							
121	09 91 23 00-0256	EA	Paint Interior Door, Both Faces, 1 Coat Primer, Brush/Roller Work						\$78.20	
		Installation	Quantity	Unit Price	Factor	=	Total			
			1.00	58.34	1.3405		78.20			
		User Note:	Paint existing door							
122	09 91 23 00-0258	EA	Paint Interior Door, Both Faces, 2 Coats Paint, Brush/Roller Work						\$139.87	
		Installation	Quantity	Unit Price	Factor	=	Total			
			1.00	104.34	1.3405		139.87			
		User Note:	Paint existing door							
123	09 91 23 00-0258	EA	Paint Interior Door, Both Faces, 2 Coats Paint, Brush/Roller Work						\$139.87	
		Installation	Quantity	Unit Price	Factor	=	Total			
			1.00	104.34	1.3405		139.87			
		User Note:	Paint existing door							
124	09 91 23 00-0269	EA	Paint Interior Door, Both Faces, 1 Coat Primer, Brush/Roller Work						\$391.09	
		Installation	Quantity	Unit Price	Factor	=	Total			
			5.00	58.35	1.3405		391.09			
		User Note:	Doors - 5ea							
125	09 91 23 00-0271	EA	Paint Interior Door, Both Faces, 2 Coats Paint, Brush/Roller Work						\$699.34	
		Installation	Quantity	Unit Price	Factor	=	Total			
			5.00	104.34	1.3405		699.34			
		User Note:	Doors - 5ea							
126	09 91 23 00-0281	EA	Paint Interior Windows Including Trim, Window Size 15 SF To 20 SF						\$1,602.37	
		Installation	Quantity	Unit Price	Factor	=	Total			
			13.00	91.95	1.3405		1,602.37			
		User Note:	Window frame - (HU 1-2, HU 3-4, HU 5-6-7, HU 8-9, HU HU 10-11) - (5ea x 2 both sides = 10) Existing window - (HU 1-2, HU 3-4, HU 5-6-7) - (3ea) Total = 13							

Contractor's Price Proposal - Detail Continued..

Work Order #: eziQC-VCI-FM08250007639
 Work Order Title: Smith Correction Exam Room Project

09 - Finishes

127	09 91 23 00-0304	LF	Paint Interior Metal Window Frame, 1 Coat PrimerBrush/roller work.						\$56.30
		Installation	Quantity	Unit Price	Factor	=	Total		
			40.00	1.05	1.3405		56.30		
		User Note:	Door vision window frame - (HU 8-9, HU 10-11) - (10' x 2 both sides x 2 units 40)						
128	09 91 23 00-0306	LF	Paint Interior Metal Window Frame, 2 Coats PaintBrush/roller work.						\$68.63
		Installation	Quantity	Unit Price	Factor	=	Total		
			40.00	1.28	1.3405		68.63		
		User Note:	Door vision window frame - (HU 8-9, HU 10-11) - (10' x 2 both sides x 2 units 40)						
129	09 91 23 00-0358	EA	4" To 6" High, Stencil Painting, Per Letter/Number						\$39.69
		Installation	Quantity	Unit Price	Factor	=	Total		
			7.00	4.23	1.3405		39.69		
		User Note:	Paint "MEDICAL" above door frame						
130	09 91 43 00-0004	SF	Chemical Clean, Brush And Wash Concrete Or Masonry						\$894.38
		Installation	Quantity	Unit Price	Factor	=	Total		
			1,390.00	0.48	1.3405		894.38		
		User Note:	HU 1-2, HU 3-4 - CMU 2 sides - (25' x 10'h x 2 units = 500sf) HU 5-6-7 - CMU 3 sides - (39' x 10'h = 390sf) HU 8-9, HU 10-11 - CMU 2 sides - (25' x 10'h x 2 units = 500sf) Total = 1390sf						
131	09 91 43 00-0013	SF	Hand Wash, Minor Repair And Light Sanding Drywall Surfaces						\$842.91
		Installation	Quantity	Unit Price	Factor	=	Total		
			1,572.00	0.40	1.3405		842.91		
		User Note:	Existing wall prep - (840) + ceiling - (732) = 1572						
132	09 91 43 00-0016	SF	Chemical Clean, Brush And Wash Metal Surface						\$37.96
		Installation	Quantity	Unit Price	Factor	=	Total		
			59.00	0.48	1.3405		37.96		
		User Note:	Prep door - (21sf x 2 both sides = 42) + frame - (17) = 59						
133	09 91 43 00-0016	0331 MOD	For Up To 100, Add						\$22.94
		Installation	Quantity	Unit Price	Factor	=	Total		
			59.00	0.29	1.3405		22.94		
		User Note:							
134	09 91 43 00-0016	SF	Chemical Clean, Brush And Wash Metal Surface						\$30.89
		Installation	Quantity	Unit Price	Factor	=	Total		
			48.00	0.48	1.3405		30.89		
		User Note:	Existing window frame - (HU 1-2, HU 3-4, HU 5-6-7) - (4 x 4 x 3ea = 48)						
135	09 91 43 00-0016	0331 MOD	For Up To 100, Add						\$18.66
		Installation	Quantity	Unit Price	Factor	=	Total		
			48.00	0.29	1.3405		18.66		
		User Note:							
136	09 91 43 00-0016	SF	Chemical Clean, Brush And Wash Metal Surface						\$37.96
		Installation	Quantity	Unit Price	Factor	=	Total		
			59.00	0.48	1.3405		37.96		
		User Note:	Prep door - (21sf x 2 both sides = 42) + frame - (17) = 59						
137	09 91 43 00-0016	0331 MOD	For Up To 100, Add						\$22.94
		Installation	Quantity	Unit Price	Factor	=	Total		
			59.00	0.29	1.3405		22.94		
		User Note:							

Contractor's Price Proposal - Detail Continued..

Work Order #: eziQC-VCI-FM08250007639
 Work Order Title: Smith Correction Exam Room Project

09 - Finishes

138	09 91 43 00-0017	SF	Hand Scraping And Sanding, Metal Surface						\$38.75
		Installation	Quantity	Unit Price	Factor	=	Total		
			59.00	0.49	1.3405		38.75		
		User Note: Prep door - (21sf x 2 both sides = 42) + frame - (17) = 59)							
139	09 91 43 00-0017	0331	MOD For Up To 100, Add						\$29.26
		Installation	Quantity	Unit Price	Factor	=	Total		
			59.00	0.37	1.3405		29.26		
		User Note:							
140	09 91 43 00-0017	SF	Hand Scraping And Sanding, Metal Surface						\$38.75
		Installation	Quantity	Unit Price	Factor	=	Total		
			59.00	0.49	1.3405		38.75		
		User Note: Prep door - (21sf x 2 both sides = 42) + frame - (17) = 59)							
141	09 91 43 00-0017	0331	MOD For Up To 100, Add						\$29.26
		Installation	Quantity	Unit Price	Factor	=	Total		
			59.00	0.37	1.3405		29.26		
		User Note:							

Subtotal for 09 - Finishes

\$61,954.20

10 - Specialties

142	10 21 23 16-0003	LF	Suspended, Aluminum, Hospital Cubicle Curtain Channel Track						\$71.78
		Installation	Quantity	Unit Price	Factor	=	Total		
			0.00	20.70	1.3405		0.00		
		Demolition	Quantity	Unit Price	Factor	=	Total		
			15.00	3.57	1.3405		71.78		
		User Note: Demo only - HU 10-11							
143	10 26 13 00-0020	LF	2" Wing, End Wall Protector, Surface Mounted, Rigid Vinyl Corner Guard With Aluminum Retainer (Pawling CG-11)						\$861.67
		Installation	Quantity	Unit Price	Factor	=	Total		
			20.00	32.14	1.3405		861.67		
		User Note: HU 8-9, HU 10-11 - (10' x 2 units = 20)							

Subtotal for 10 - Specialties

\$933.45

12 - Furnishings

144	12 21 13 13-0005	SF	2" x 0.008" Slats, Aluminum Horizontal Louver Blinds						\$1,363.07
		Installation	Quantity	Unit Price	Factor	=	Total		
			112.00	8.72	1.3405		1,309.19		
		Demolition	Quantity	Unit Price	Factor	=	Total		
			60.00	0.67	1.3405		53.89		
		User Note: New blinds for (3) windows - (4 x 5 x 5 units = 100) + Door vision - (2 x 3 x 2 units = 12) = 112							
145	12 36 23 13-0002	EA	Field Cutout For Sinks And Lavatories						\$398.93
		Installation	Quantity	Unit Price	Factor	=	Total		
			5.00	59.52	1.3405		398.93		
		User Note: 5 new sink cut outs							
146	12 36 61 16-0004	SF	1/2" Solid Polyester (Corian) CountertopQuantity based on area of counter, backsplash and apron. Includes drilling holes for fixtures and 1-1/2" drop edge with 1/8" radius edges (when apron not used).						\$11,449.81
		Installation	Quantity	Unit Price	Factor	=	Total		
			185.00	39.03	1.3405		9,679.15		
		Demolition	Quantity	Unit Price	Factor	=	Total		
			185.00	7.14	1.3405		1,770.67		
		User Note: HU 1-2, HU 3-4, HU 5-6-7 - (11 x 2 x 3 units + cove 39 = 105sf) HU 8-9, HU 10-11 - (12 x 2 x 2 units + cove 32 = 80sf) Total = 185							

Contractor's Price Proposal - Detail Continued.

Work Order #: ezIQC-VCI-FM08250007639
 Work Order Title: Smith Correction Exam Room Project

12 - Furnishings

147	12 36 61 16-0004	0025	MOD	For Group D Color Material, Add						\$2,011.22
			Installation	Quantity	Unit Price	Factor	=	Total		
				185.00	8.11	1.3405	=	2,011.22	x	
			User Note:							
148	12 36 61 16-0004	0027	MOD	For Each LF Of Ogee Or Full Round Edge, Add						\$1,142.11
			Installation	Quantity	Unit Price	Factor	=	Total		
				71.00	12.00	1.3405	=	1,142.11	x	
			User Note:							
149	12 36 61 16-0004	0028	MOD	For Each LF Of Machining A Cove At Backsplash, Add						\$817.71
			Installation	Quantity	Unit Price	Factor	=	Total		
				61.00	10.00	1.3405	=	817.71	x	
			User Note:							

Subtotal for 12 - Furnishings \$17,182.85

21 - Fire Suppression

150	21 01 10 00-0004		LF	Bleed Existing Lines Of Water						\$1,568.39
			Installation	Quantity	Unit Price	Factor	=	Total		
				3,000.00	0.39	1.3405	=	1,568.39	x	
			User Note: Shut down - Relocate (1) head + (2) new heads - HU 8-9, HU 10-11 - (1500 x 2 units = 3000)							
151	21 01 10 00-0005		LF	Refill Existing Lines With Water						\$1,890.11
			Installation	Quantity	Unit Price	Factor	=	Total		
				3,000.00	0.47	1.3405	=	1,890.11	x	
			User Note: Refill - Relocate (1) head + (2) new heads - HU 8-9, HU 10-11 - (1500 x 2 units = 3000)							
152	21 01 30 00-0006		EA	Inspection, WC, Wet Chemical						\$685.83
			Installation	Quantity	Unit Price	Factor	=	Total		
				6.00	85.27	1.3405	=	685.83	x	
			User Note: Relocate (1) head + (2) new heads - HU 8-9, HU 10-11 - (3ea x 2 units =6)							
153	21 01 30 00-0010		EA	Hydrostatic Testing, All Sizes, All AgentsSee CSI section 23 05 93 00-0046 for testing existing piping systems.						\$211.05
			Installation	Quantity	Unit Price	Factor	=	Total		
				6.00	26.24	1.3405	=	211.05	x	
			User Note: Relocate (1) head + (2) new heads - HU 8-9, HU 10-11 - (3ea x 2 units =6)							
154	21 13 13 00-0003		EA	Exposed Piping, Wet Automatic Sprinkler System, Light HazardIncludes branch pipe and fittings, supports and sprinkler heads.						\$2,098.82
			Installation	Quantity	Unit Price	Factor	=	Total		
				6.00	260.95	1.3405	=	2,098.82	x	
			User Note: Relocate (1) head + (2) new heads - HU 8-9, HU 10-11 - (3ea x 2 units =6)							
155	21 13 13 00-0003	0006	MOD	For >5 To 10, Add						\$622.77
			Installation	Quantity	Unit Price	Factor	=	Total		
				6.00	77.43	1.3405	=	622.77	x	
			User Note:							

Subtotal for 21 - Fire Suppression \$7,076.97

22 - Plumbing

156	22 07 16 00-0002		EA	Neoprene Insulation Kit For Under Lavatories						\$1,118.38
			Installation	Quantity	Unit Price	Factor	=	Total		
				5.00	166.86	1.3405	=	1,118.38	x	
			User Note: New sink - 5ea							

Contractor's Price Proposal - Detail Continued..

Work Order #: eziQC-VCI-FM08250007639
 Work Order Title: Smith Correction Exam Room Project

22 - Plumbing

157	22 07 19 00-0030	LF	3/4" Diameter Pipe, 1-1/2" Thick, Fiberglass Insulation With All Service Jacket (ASJ)						\$367.30
			Installation	Quantity	Unit Price	Factor	=	Total	
				25.00	8.81	1.3405	=	295.25	
			Demolition	25.00	2.15	1.3405	=	72.05	
		User Note:	HW - (5' x 5 units = 25)						
158	22 11 16 00-0615	EA	3/4", Cut And Prepare Existing In Place Copper Pipe						\$114.88
			Installation	Quantity	Unit Price	Factor	=	Total	
				10.00	8.57	1.3405	=	114.88	
		User Note:	POC - HW & CW - (2ea x 5 units = 10)						
159	22 11 16 00-0758	LF	3/4" Inside Diameter Copper Pipe/Tubing Type L AssemblyIncludes all hangers and couplings, elbow, tee, reducer fittings. All hangers are complete assemblies. Not for use where detail is available.						\$2,079.12
			Installation	Quantity	Unit Price	Factor	=	Total	
				75.00	17.82	1.3405	=	1,791.58	
			Demolition	75.00	2.86	1.3405	=	287.54	
		User Note:	New sink HW & CW line - (15' x 5 units = 75)						
160	22 13 13 00-0008	EA	Countertop Kitchen Sink, Single Fixture Rough-In, Cast Iron Waste And Vent PipeIncludes cast iron waste and vent pipe and copper domestic supply. Excludes fixture and faucet.						\$3,818.35
			Installation	Quantity	Unit Price	Factor	=	Total	
				5.00	569.69	1.3405	=	3,818.35	
		User Note:	New sink rough in - 5ea						
161	22 13 16 00-0012	LF	2" Aboveground No Hub Cast Iron Soil Pipe AssemblyIncludes all fittings, couplings and hangers. Fittings are assumed every 10'. Not for use where detail is available.						\$1,246.13
			Installation	Quantity	Unit Price	Factor	=	Total	
				40.00	18.57	1.3405	=	995.72	
			Demolition	40.00	4.67	1.3405	=	250.41	
		User Note:	New sink - (8' x 5 units = 40)						
162	22 13 16 00-0249	EA	2", Cut And Prepare Existing In-Place Cast Iron Pipe						\$58.45
			Installation	Quantity	Unit Price	Factor	=	Total	
				5.00	8.72	1.3405	=	58.45	
		User Note:	POC - 5ea						
163	22 13 16 00-0449	EA	2" No Hub Cast Iron P-Trap						\$260.79
			Installation	Quantity	Unit Price	Factor	=	Total	
				5.00	38.91	1.3405	=	260.79	
		User Note:	New sink - 5ea						
164	22 42 16 00-0097	EA	31" x 22" x 11-1/2" Stainless Steel Kitchen Sink, Single Bowl, 18 Gauge (Elkay DLR312210)						\$9,701.87
			Installation	Quantity	Unit Price	Factor	=	Total	
				5.00	1,369.37	1.3405	=	9,178.20	
			Demolition	5.00	78.13	1.3405	=	523.67	
		User Note:	New sink - 5ea						
165	22 42 16 00-0167	EA	Wall Mounted Adjustable Plate Type, Single Lavatory Carrier With Concealed Arms						\$2,080.59
			Installation	Quantity	Unit Price	Factor	=	Total	
				5.00	277.57	1.3405	=	1,860.41	
			Demolition	5.00	32.85	1.3405	=	220.18	
		User Note:	New sink carrier - 5ea						

Contractor's Price Proposal - Detail Continued..

Work Order #: ezIQC-VCI-FM08250007639
 Work Order Title: Smith Correction Exam Room Project

22 - Plumbing

166	22 43 39 00-0007	EA	Double Supply Metering Pedal Valve (Chicago Faucet 625)				\$2,766.26
			Quantity	Unit Price	Factor	Total	
		Installation	5.00 x	315.32 x	1.3405 =	2,113.43	
		Demolition	5.00 x	97.40 x	1.3405 =	652.82	
	User Note: New sink pedal valve - 5ea						
167	22 43 39 00-0012	EA	Swivel Gooseneck Centerset Medical Lavatory Faucet, 8" Centers, 6" Wrist Action Handles, Adjustable Centers (T&S B-0866-04)				\$2,188.77
			Quantity	Unit Price	Factor	Total	
		Installation	5.00 x	272.96 x	1.3405 =	1,829.51	
		Demolition	5.00 x	53.60 x	1.3405 =	359.25	
	User Note: New sink faucet - 5ea						

Subtotal for 22 - Plumbing \$25,800.89

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

168	23 01 20 00-0024	EA	Shut Down Existing Interior Piping SystemIncludes lock out/tag out and average line tracing. Use when valves are greater than 25' from work. When the shut-off valves for multiple lines are located with a 10' radius, the quantity used shall be one.				\$1,078.83
			Quantity	Unit Price	Factor	Total	
		Installation	5.00 x	160.96 x	1.3405 =	1,078.83	
	User Note: 5 units						
169	23 01 30 51-0002	LF	Up To 2 SF Cross Section, Clean Supply/Return Ductwork				\$811.00
			Quantity	Unit Price	Factor	Total	
		Installation	250.00 x	2.42 x	1.3405 =	811.00	
	User Note: Duct cleaning - (50' per unit x 5 units = 250)						
170	23 01 30 51-0006	SF	Clean Duct Dampers				\$54.56
			Quantity	Unit Price	Factor	Total	
		Installation	5.00 x	8.14 x	1.3405 =	54.56	
	User Note: Duct cleaning - (1ea supply per unit x 5ea)						
171	23 01 30 51-0010	EA	Clean Grille/Diffuser/RegisterIncludes removal and reinstallation.				\$104.72
			Quantity	Unit Price	Factor	Total	
		Installation	4.00 x	19.53 x	1.3405 =	104.72	
	User Note: Duct cleaning - HU 8-9, HU 10-11 - Existing registers to be relocated - (2ea per unit x 2 units = 4)						
172	23 01 30 51-0012	EA	Cut Access For Cleaning Duct And Install Duct Insulated Access Doors				\$890.36
			Quantity	Unit Price	Factor	Total	
		Installation	10.00 x	66.42 x	1.3405 =	890.36	
	User Note: Duct cleaning - (2ea per unit x 5 units = 10)						
173	23 01 30 51-0025	EA	Cleaning Of Ductwork Minimum Set-up ChargeFor projects where the total charges are less than the minimum set-up charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.				\$3,892.61
			Quantity	Unit Price	Factor	Total	
		Installation	5.00 x	580.77 x	1.3405 =	3,892.61	
	User Note: Duct cleaning - (5 units)						
174	23 01 30 51-0026	SF	Apply Antimicrobial Agent To Ductwork And Surfaces After Cleaning				\$415.56
			Quantity	Unit Price	Factor	Total	
		Installation	1,000.00 x	0.31 x	1.3405 =	415.56	
	User Note: Duct cleaning - (50' x 4 sides x 5 units = 1000)						

Contractor's Price Proposal - Detail Continued.

Work Order #: ezIQC-VCI-FM08250007639
 Work Order Title: Smith Correction Exam Room Project

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

175	23 05 93 00-0015	EA	Balancing HVAC Duct System, Ceiling Height To 12' Supply, Return, Exhaust, Register And Diffuser						\$628.10
		Installation	Quantity	Unit Price	Factor	=	Total		
			8.00	58.57	1.3405		628.10		
		User Note: New supply/return for HU 8-9, HU 10-11 - (4ea per unit x 2 units = 8)							
176	23 31 13 13-0221	LF	12" x 12", 24 Gauge Galvanized Steel Duct						\$1,449.35
		Installation	Quantity	Unit Price	Factor	=	Total		
			40.00	27.03	1.3405		1,449.35		
		User Note: New supply/return for HU 8-9, HU 10-11 - (20' per unit x 2 units = 40)							
177	23 31 13 13-0221	0103 MOD	For Work In Restricted Working Space, Add						\$293.30
		Installation	Quantity	Unit Price	Factor	=	Total		
			40.00	5.47	1.3405		293.30		
		User Note:							
178	23 31 13 13-1163	LF	>1 To 2 SF Cross Section, Rework Existing Ductwork						\$562.07
		Installation	Quantity	Unit Price	Factor	=	Total		
			10.00	41.93	1.3405		562.07		
		User Note: Rework existing for relocation HU 8-9, HU 10-11 - (5' x 2 units = 10)							
179	23 33 13 13-0025	EA	12" x 12" Rectangular Opposed Blade Damper, Steel Construction, Manual Operation						\$209.84
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	78.27	1.3405		209.84		
		User Note: New damper - HU 8-9, HU 10-11 - (2ea)							
180	23 37 13 00-0182	EA	12" x 12" Adjustable Shutter Blade Register, Double Deflection, Flat Aluminum Frame						\$2,062.63
		Installation	Quantity	Unit Price	Factor	=	Total		
			10.00	143.72	1.3405		1,926.57		
		Demolition	Quantity	Unit Price	Factor	=	Total		
			10.00	10.15	1.3405		136.06		
		User Note: Supply/return registers - (2ea per unit x 5 units = 10)							
181	23 37 13 00-0310	EA	Remove And Reinstall Surface Mounted Diffuser/Register/Grille						\$87.88
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	32.78	1.3405		87.88		
		User Note: HU 8-9, HU 10-11 - (1ea per unit x 2 units)							

Subtotal for 23 - Heating, Ventilating, And Air-Conditioning (HVAC) \$12,540.81

26 - Electrical

182	26 01 20 00-0003	EA	Lock Out/Tag Out Breaker Or Motor Starter						\$332.44
		Installation	Quantity	Unit Price	Factor	=	Total		
			10.00	24.80	1.3405		332.44		
		User Note: Safe off - (2ea per unit x 5 units = 10)							
183	26 01 20 00-0006	EA	Motors, Disconnects And Other Single Source Devices, Existing Circuit Tracing Per Device						\$369.98
		Installation	Quantity	Unit Price	Factor	=	Total		
			20.00	13.80	1.3405		369.98		
		User Note: (4ea per unit x 5 units = 20)							
184	26 01 50 51-0134	EA	Recycle 4' Length Linear Fluorescent Lamps						\$12.60
		Installation	Quantity	Unit Price	Factor	=	Total		
			20.00	0.47	1.3405		12.60		
		User Note: (4ea x 5 units = 20)							

Contractor's Price Proposal - Detail Continued..

Work Order #: eziQC-VCI-FM08250007639
 Work Order Title: Smith Correction Exam Room Project

26 - Electrical

185	26 05 33 13-0008	CLF	3/4" Electrical Metallic Tubing (EMT) With 4 #12 THHN/THWN Assembly Includes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.						\$1,537.74
				Quantity	Unit Price	Factor	=	Total	
		Installation		1.90 x	552.00 x	1.3405	=	1,405.92	
		Demolition		0.40 x	245.85 x	1.3405	=	131.82	
		User Note:	HU 1-2, HU3-4, HU 5-6-7- (30' per unit x 3 units = 90) HU 8-9, HU 10-11 - New & rework existing - (50' per unit x 2 units = 100) Total = 190						
186	26 05 33 13-0008	0014 MOD	For Work In Restricted Working Space, Add						\$375.73
				Quantity	Unit Price	Factor	=	Total	
		Installation		1.90 x	147.52 x	1.3405	=	375.73	
		User Note:							
187	26 05 33 13-0170	EA	3/4" Rigid Galvanized Steel (RGS) Steel Bushing						\$71.65
				Quantity	Unit Price	Factor	=	Total	
		Installation		5.00 x	10.69 x	1.3405	=	71.65	
		User Note:	V/D stub up - (1ea per location x 5 locations)						
188	26 05 33 13-0621	LF	3/4" Electrical Metallic Tubing (EMT) Conduit						\$245.31
				Quantity	Unit Price	Factor	=	Total	
		Installation		50.00 x	3.66 x	1.3405	=	245.31	
		User Note:	V/D stub up - (10' per location x 5 locations = 50)						
189	26 05 33 13-0621	0025 MOD	For Installation In Metal Stud Wall, Add						\$20.11
				Quantity	Unit Price	Factor	=	Total	
		Installation		50.00 x	0.30 x	1.3405	=	20.11	
		User Note:							
190	26 05 33 13-0621	0028 MOD	For Work In Restricted Working Space, Add						\$60.99
				Quantity	Unit Price	Factor	=	Total	
		Installation		50.00 x	0.91 x	1.3405	=	60.99	
		User Note:							
191	26 05 33 16-0004	EA	2-1/8" Depth, 4" Square Steel Box						\$151.61
				Quantity	Unit Price	Factor	=	Total	
		Installation		5.00 x	22.62 x	1.3405	=	151.61	
		User Note:	V/D Data j-box - (1ea x 5 locations)						
192	26 05 33 16-0034	EA	Flat, 4" Square Steel Exposed Work Cover						\$48.46
				Quantity	Unit Price	Factor	=	Total	
		Installation		5.00 x	7.23 x	1.3405	=	48.46	
193	26 05 53 00-0019	EA	Labeling Wire						\$38.34
				Quantity	Unit Price	Factor	=	Total	
		Installation		20.00 x	1.43 x	1.3405	=	38.34	
194	26 24 16 00-0391	EA	1 Pole, 120/240 Volt, 15-30 Amp, Branch Circuit Breaker, 10,000 Amp Interrupting Capacity						\$229.29
				Quantity	Unit Price	Factor	=	Total	
		Installation		5.00 x	34.21 x	1.3405	=	229.29	
		User Note:	1ea per unit x 5 units						
195	26 24 16 00-0391	0177 MOD	For Bolt-On, Add						\$59.72
				Quantity	Unit Price	Factor	=	Total	
		Installation		5.00 x	8.91 x	1.3405	=	59.72	
		User Note:							

Contractor's Price Proposal - Detail Continued..

Work Order #: ezIQC-VCI-FM08250007639
 Work Order Title: Smith Correction Exam Room Project

26 - Electrical

196	26 24 16 00-0391	0395	MOD	For Personal Protective Equipment (Arc Flash) When Working On Energized Equipment, Add						\$53.28
			Installation	Quantity	Unit Price	Factor	=	Total		
				5.00	7.95	1.3405	=	53.28		
				x	x					
			User Note:							
197	26 27 26 00-0005		EA	1 Gang, 20 Amp, NEMA 5-20, Duplex Receptacle Assembly						\$386.53
			Installation	Quantity	Unit Price	Factor	=	Total		
				5.00	57.67	1.3405	=	386.53		
				x	x					
			User Note: 1ea per room x 5 units							
198	26 27 26 00-0121		EA	1 Gang, 20 Amp, 120/277 Volt, SPST, Switch Assembly						\$159.36
			Installation	Quantity	Unit Price	Factor	=	Total		
				2.00	59.44	1.3405	=	159.36		
				x	x					
			User Note: HU 8-9, HU 10-11 - (2ea)							
199	26 51 13 00-0032		EA	Remove And Reinstall Lay-In Fluorescent Light Fixture						\$378.40
			Installation	Quantity	Unit Price	Factor	=	Total		
				4.00	70.57	1.3405	=	378.40		
				x	x					
			User Note: HU 8-9, HU 10-11 - Relocate existing LF - (2ea x 2units = 4)							
200	26 51 13 00-0152		EA	2 T8 Lamps, 2' x 4', Vandal Resistant, Lensed, Lay-In/Troffer, Recessed Fluorescent Fixture						\$3,623.64
			Installation	Quantity	Unit Price	Factor	=	Total		
				10.00	242.10	1.3405	=	3,245.35		
				x	x					
			Demolition	Quantity	Unit Price	Factor	=	Total		
				10.00	28.22	1.3405	=	378.29		
				x	x					
			User Note: (2ea per unit x 5 units = 10)							
201	26 51 13 00-0152	0188	MOD	For Drywall Or Plaster Ceilings, Add						\$255.77
			Installation	Quantity	Unit Price	Factor	=	Total		
				10.00	19.08	1.3405	=	255.77		
				x	x					
			User Note:							

Subtotal for 26 - Electrical **\$8,410.95**

Proposal Total **\$280,087.68**

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

The Percentage of NPP on this Proposal: %



Subcontractor Listing

Date Printed: 4/26/2016
Work Order Number: 039964.00
Work Order Title: Smith Correction Exam Room Project
Amount: \$280,087.68

Name of Contractor	Duties	Contractor's License #	State DIR #	Amount	%
eziQC - Vincor Construction, Inc.	Contractor	Lic. No. 763743	1000009803	\$0.00	0.00

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 stachybortrys 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 33U.S.C. §§1251 et seq.) and/or Porter Cologne Water Quality Control Act (California Water Code §§13000 et seq.) and including any related regulations issued by the State of California or the United States.

1.1.128 **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

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

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

2.6 COUNTY INSTALLED ITEMS

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

2.7 COUNTY'S ADDITIONAL RIGHTS

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

ARTICLE 3 CONTRACTOR PERFORMANCE

3.1 CONTRACTOR STATUS

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

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

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

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

3.1.5 Design Services. Contractor shall provide professional services if such services are expressly, or by reasonable implication, required by the Contract Documents for a portion of the Work or are required

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

3.2 REVIEW OF DOCUMENTS, SITE AND EXISTING IMPROVEMENTS

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

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

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

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

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

3.2.2 Contract Adjustments.

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

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

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