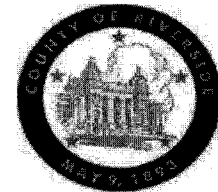


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM
3.12
(ID # 2694)

MEETING DATE:

Tuesday, December 13, 2016


FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Approval of Professional Services Agreement for Job Order Contract Consulting Services with The Gordian Group, Inc., Approval of Pre-Qualified Contractors for Maintenance and Renovation Construction Work, Approval of Specifications and Advertisement for Bids for Job Order Contract No. 008 and No. 009, All Districts. [\$9,711,000 - Intra-Internal Charges - 49%, Interfund-Reimbursements for Service - 50%, Capital Fund and Facility Renewal - 1%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the attached Professional Services Agreement for Job Order Contract (JOC) Consulting Services between the County of Riverside (County) and The Gordian Group, Inc. (Gordian) for an annual not-to-exceed value of \$711,000;

ACTION: Policy, CIP


Robert K. Heston, Assistant County Director of Economic Development 11/16/2016

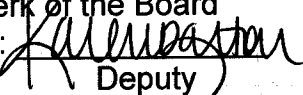
FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 3,237,000	\$ 6,474,000	\$ 9,711,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Intra-Internal Charges - 49%, Interfund-Reimbursements for Service - 50%, Capital Fund and Facility Renewal - 1%			Budget Adjustment: No	
			For Fiscal Year: 2016/17-2017/18	

C.E.O. RECOMMENDATION: Approved

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione Washington and Ashley
Nays: None
Absent: Benoit
Date: December 13, 2016
xc: EDA, COBcc

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

3-12

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

RECOMMENDED MOTION: That the Board of Supervisors:

2. Authorize, the Assistant County Executive Officer/EDA to administer the Gordian agreement in accordance with applicable Board policies;
3. Approve the Pre-Qualified list of general contractor firms on Attachment A, seeking to bid on Job Order Contracts for maintenance and renovation construction work on County facilities;
4. Approve the specifications for JOC No. 008 and JOC No. 009 and, using the approved Pre-Qualified list of general contractor firms, authorize the Clerk of the Board to advertise for bids; and
5. Delegate project management authority for the project to the Assistant County Executive Officer/EDA in accordance with applicable Board policies.

BACKGROUND:

Summary

On November 14, 2006, Item 3.10, the Board of Supervisors (Board) authorized the development and implementation of a Job Order Contract (JOC) system of public works contracting; and approved a consulting services agreement with the Gordian Group, Inc., formerly known as the Gordian Consulting Group.

JOC is an indefinite delivery/indefinite quantity procurement method that enables the County to complete a large number and wide variety of repair, renovation and construction projects through the use of a single, competitively bid contract. Contractors bid adjustment factors against preset unit prices that are established in a contract specific Construction Task Catalog (CTC). The CTC specifies thousands of tasks and the cost of their associated materials, equipment and labor. The Economic Development Agency (EDA) uses JOC to deliver qualifying projects more quickly without compromising quality. In addition to faster project delivery time, JOC projects also tend to reduce overhead cost of construction procurement, minimize change orders and create more efficient cost estimating.

Each JOC contract has a fixed duration of one year; a maximum potential value of approximately \$4.5 million and a minimum obligation of \$25,000. After the minimum obligation is reached, the County may release and/or discontinue using the general contractor if the contractor's work is found to be unsatisfactory.

(Continued)

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

BACKGROUND:

Summary

The JOC Consultant will provide, implement and assist the County in executing and managing the JOC automated system. The Board has previously approved seven JOC contracts with the assistance of Gordian as the consultant. The current JOC consulting contract will expire on March 1, 2017 with our current JOC No. 007 contract. On November 4, 2015, EDA advertised a Request for Qualifications (RFQ) for qualified consulting firms interested in contracting with the County to provide JOC consulting services. Gordian was the only responsive firm to the RFQ. Approval of the agreement with Gordian will enable EDA to continue providing expedited service to County customers through use of the JOC program for general contracting.

On March 15, 2016, Item 3-11, the Board authorized EDA to issue a Pre-Qualification package for the purpose of establishing a list of Pre-Qualified JOC Contractors. EDA recommends the Board approve the Pre-Qualified list of contractors to help ensure a higher quality of contractors interested in bidding on future JOC contracts over the next year. EDA further recommends the Board approve the Specifications for JOC008 and JOC009, and authorize the Clerk of the Board to advertise for bids of both contracts.

The agreements, general conditions, specifications and contract documents have been approved by County Counsel as to legal form and are ready for public bid.

Impact on Citizens and Businesses

The use of JOC contracts will bring value to the citizens and business of Riverside County by providing a faster, efficient project delivery method that reduces time, overhead costs of construction procurement, minimizes change orders and creates a more efficient cost estimating tool.

Additional Fiscal Information

(Commences on Page 4)

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

Additional Fiscal Information

The maximum potential expenditures for FY 2016/17 are estimated at \$3,237,000 and expenditures for FY 2017/18 are estimated at \$6,474,000. All costs associated with this contract will be 49% funded through Intra-Internal Charges, 50% funded through Interfund-Reimbursements for Service and 1% funded through Facility Renewal Funds, therefore no departmental budget adjustment is required.

Attachments:

Professional Services Agreement with The Gordian Group, Inc.

Attachment A - Pre-Qualified List of Contractors

Specifications for Job Order Contract No. 008 and 009

Construction Task Catalog and Technical Specifications (CD) for Job Order Contract No. 008 and 009

RF:JV:VC:SP:JA:TY:tv General Form 11-JOC008 and JOC 009 2694 - 13386
S:\Project Management Office\FORM 11'S\FORM 11's in Process\2694 - 13386_D6 - PSA for Gordian, Pre-Qualified List, Plans and
Specs and Ad for JOC 008 and 009_121316.docx

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

ATTACHMENT A

General Contractor Firms for General County Facility Renovation

Angeles Contractor, Inc.
8461 Commonwealth Ave.
Buena Park, CA 90621
(714) 443-3655


Hal Hays Construction, Inc.
4181 Latham Street
Riverside, CA 92501
(951) 788-0703

Dalke & Sons Construction, Inc.
4585 Allstate Drive
Riverside, CA 92501
(951) 274-9880

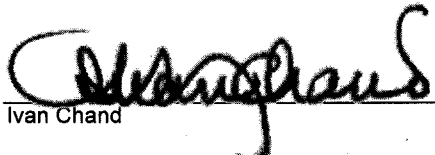
Stronghold Engineering, Inc.
2000 Market Street
Riverside, CA 92501
(951) 684-9303



Gregory V. Priamos, Director County Counsel 11/29/2016



Rohini Dasika 12/5/2016



Ivan Chand 12/6/2016

AGREEMENT

for

Consulting Services

between

County of Riverside

and

The Gordian Group, Inc.

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1 **CONSULTING SERVICES AGREEMENT**

2 COUNTY OF RIVERSIDE, hereinafter referred to as "COUNTY", and The Gordian Group, Inc. (Gordian),
3 hereinafter referred to as "CONSULTANT", (collectively the "Parties"), located at the following addresses:

4 County of Riverside	The Gordian Group, Inc.
5 Economic Development Agency	30 Patewood Drive, Suite 350
6 Tenth Street, 4 th Floor	Greenville, SC 29615
7 Riverside, CA 92501	

8 The Parties do hereby agree as follows:

9 **ARTICLE I • DESIGNATED CONTACTS**

10 Coordination of CONSULTANT and COUNTY activities shall be accomplished through the assigned
11 CONSULTANT CONTRACT MANAGER and a COUNTY CONTRACT MANAGER.

12 **ARTICLE II • DEFINITION OF SERVICES**

13 SERVICES performed under this contract will be provided to the County of Riverside Economic Development
14 Agency (EDA) for Consulting Services to implement, manage and perform the duties associated with a complete
15 Job Order Contracting (JOC) Program (PROGRAM). PROGRAM services shall apply to capital and non-capital
16 construction, maintenance construction and improvement related JOC projects located throughout Riverside
17 County. CONSULTANT shall furnish all technical and professional services including labor, material, equipment,
18 transportation, supervision, and expertise to fully and adequately perform the services generally described in
19 ATTACHMENTS A THROUGH C. SERVICES shall be initiated at the request of one of the COUNTY PROJECT
20 MANAGERS or authorized designee. All SERVICES shall be executed by the CONSULTANT in accordance with
21 this agreement and are subject to approval by the Director of EDA, or authorized designees and the
22 CONSULTANT.

23 **ARTICLE III • CONDITIONS**

24 **A. Notifications**

25 All notices hereunder and communications regarding interpretation of the terms of this contract and
26 changes thereto shall be effected by the mailing thereof by registered or certified mail, return receipt
27 requested, postage prepaid and addressed to the attention of the CONSULTANT CONTRACT
28 MANAGER or the COUNTY PROJECT MANAGER at the respective addresses provided on page one of
29 this agreement.

- 1 similar types produced by COUNTY. If any work product submitted is not complete and ready for use by
2 COUNTY, it shall be marked "Draft" or similar designation to indicate it is not ready for use by COUNTY.
3 COUNTY expects that all work products not so designated are ready for and can be used on PROGRAM.
- 4 3. COUNTY and CONSULTANT agree that project data generated by the COUNTY through the use of the
5 PROGRAM are for the exclusive use of COUNTY and will be used by COUNTY for the project for which
6 they were specifically prepared. CONSULTANT shall not be responsible for use of such work products if
7 used on a different project without the written authorization or approval by CONSULTANT.
 - 8 4. CONSULTANT acknowledges that the work products may be used by COUNTY for the PROGRAM
9 regardless of any disputes that may develop between CONSULTANT and COUNTY. All work product
10 shall be deemed the sole and exclusive property of COUNTY and ownership thereof is irrevocably vested
11 in COUNTY whether the PROGRAM is fully executed or not.
 - 12 5. CONSULTANT, and the agents and employees of CONSULTANT, in the performance of this contract,
13 shall act in an independent capacity and not as officers, employees or agents of COUNTY.
 - 14 6. CONSULTANT has the right to perform services for other clients during the term of this Agreement as long
15 as such services are not in direct conflict with the services provided to COUNTY.
 - 16 7. CONSULTANT and its employees shall not be entitled to and are not eligible for COUNTY employee
17 benefits, including, but not limited to, medical, dental or vision insurance, life insurance, retirement
18 benefits, vacation or sick pay, or any other benefit or compensation beyond that which is set forth
19 explicitly in this contract.
 - 20 8. CONSULTANT shall provide and maintain, throughout the term of this contract, their own workspace,
21 tools, equipment and supplies necessary to perform the duties set forth for CONSULTANT under this
22 Agreement. Notwithstanding the foregoing, COUNTY may, provide work space and access to the
23 internet, copiers and printers for use by CONSULTANT's use when onsite.

24 **F. Indemnification and Defense**

- 25 1. The CONSULTANT agrees to and shall indemnify and hold harmless the County of Riverside, its
26 Agencies, Districts, Departments and Special Districts, their respective directors, officers, Board of
27 Supervisors, elected and appointed officials, employees, agents and representatives (hereinafter
28 individually and collectively referred to as "Indemnitees") from all liability, including, but not limited to loss,
29 suits, claims, demands, actions, or proceedings caused by any alleged or actual negligence,

1 reckless, willful misconduct, errors or omissions of CONSULTANT, its directors, officers, partners,
2 employees, agents or representatives or any person or organization for whom CONSULTANT is
3 responsible, arising out of or from the performance of services under this Agreement. To the extent a
4 loss, suit, claim, demand, action, or proceeding is based on actual or alleged acts or omissions of
5 CONSULTANT which are not design professional services, CONSULTANT shall indemnify Indemnitees
6 whether or not CONSULTANT is negligent.

- 7 2. CONSULTANT further agrees to and shall indemnify and hold harmless the Indemnitees from all liability
8 arising from suits, claims, demands, actions, or proceedings made by agents, employees or subcontractor
9 of CONSULTANT for salary, wages, compensation, health benefits, insurance, retirement or any other
10 benefit not explicitly set forth in this Agreement and arising out of work performed for COUNTY pursuant
11 to this Agreement.
- 12 3. The duty to indemnify does not include loss, suits, claims, demands, actions, or proceedings caused by
13 actual negligence of Indemnitees; however, any actual negligence of Indemnitees will only affect the duty
14 to indemnify for the specific act found to be negligence, and will not preclude a duty to indemnify for any
15 act or omission of CONSULTANT.
- 16 4. CONSULTANT shall defend and pay, at its sole expense, all costs and fees, including but not limited to
17 attorney fees, cost of investigation, and defense, in any loss, suits, claims, demands, actions, or
18 proceedings based or alleged to be based on any act or omission of CONSULTANT arising out of or from
19 the performance of services under this contract. The duty to defend applies to any alleged or actual
20 negligence, recklessness, willful misconduct, error or omission of CONSULTANT. The duty to defend
21 shall apply whether or not CONSULTANT is a party to the lawsuit, and shall apply whether or not
22 CONSULTANT is directly liable to the plaintiffs in the lawsuit. The duty to defend applies even if
23 Indemnitees are alleged or found to be actively negligent, unless the act or omission at issue was caused
24 by the sole active negligence of Indemnitees.
- 25 5. The specified insurance provisions and limits required in this contract shall in no way limit or circumscribe
26 CONSULTANT'S obligations to indemnify and hold harmless Indemnitees from third party claims.
- 27 6. In the event there is conflict between the indemnity and defense provisions and California Civil Code
28 Sections 2782 and 2782.8, the indemnity and defense provisions shall be interpreted to comply with Civil
29 Code sections 2782 and 2782.8.

1 **G. Quality Control**

2 CONSULTANT shall implement and maintain the following quality control procedures during the
3 preparation of the documents relating to PROGRAM. CONSULTANT shall have a quality control plan in
4 effect during the entire time services are being performed under this contract. The plan shall establish a
5 process whereby all work products, including but not limited to: program and project management
6 documents, reports, calculations, and all job related correspondence and memoranda are reviewable by
7 COUNTY where evidence that the quality control plan is functional may be requested by the COUNTY
8 PROJECT MANAGER. All documents and other items submitted to the COUNTY PROJECT MANAGER
9 for review shall be fully checked to ensure the preparation of the material follows the quality control plan
10 established for the work.

11 **H. Disputes**

- 12 1. In the event CONSULTANT considers any work demanded of him to be outside the requirements of this
13 Agreement, or if he considers any order, instruction, or decision of COUNTY to be unfair, he shall
14 promptly upon receipt of such order, instruction or decision, ask for a written confirmation of the same
15 whereupon he shall proceed without delay to perform the work or to conform to the order, instruction, or
16 decision; but unless CONSULTANT finds such order, instruction, or decision satisfactory, he shall within
17 20 days after receipt of same, file a written protest with COUNTY stating clearly and in detail his
18 objections and reasons therefore. Except for such protests or objections as are made of record in the
19 manner specified and within the time stated herein, and except for such instances where the basis of a
20 protest could not reasonably have been foreseen by CONSULTANT within the time limit specified for
21 protest, CONSULTANT hereby waives all grounds for protests or objections to the orders, instruction, or
22 decisions of COUNTY and hereby agrees that, as to all matters not included in such protests, the orders,
23 instructions and decisions of COUNTY will be limited to matters properly falling within COUNTY's
24 authority.
- 25 2. Any controversy or claim arising out of or relating to this Agreement which cannot be resolved by mutual
26 agreement may be settled by mediation or arbitration, provided that the Parties mutually agree to submit
27 to mediation or arbitration.
- 28 3. Neither the pendency of a dispute nor its consideration by arbitration will excuse CONSULTANT from full
29 and timely performance in accordance with the terms of the contract.

1 **I. Termination Without Cause**

- 2 1. COUNTY reserves the right to terminate this contract at COUNTY's discretion and without cause, upon
3 thirty (30) calendar days written notice to CONSULTANT.
- 4 2. In the event of termination of the Agreement, upon demand, CONSULTANT shall deliver to COUNTY all
5 project data generated by COUNTY through the PROGRAM.
- 6 3. In the event that this contract is terminated, CONSULTANT is entitled to full payment for all services
7 performed in accordance with the terms of this Agreement up to the time written notice of contract
8 cancellation is received by CONSULTANT. Payment shall be made for services performed to date based
9 upon the percentage ratio that the basic services performed bear to the services contracted for, less
10 payments made to date; plus any amount for authorized, but unpaid, extra work performed and costs
11 incurred.

12 **J. Termination for Lack of Performance**

13 COUNTY may terminate this contract and be relieved of the payment of any consideration to
14 CONSULTANT should CONSULTANT fail to perform the covenants herein contained at the time and in
15 the manner herein provided. In the event of such termination, COUNTY may proceed with the work in
16 any manner deemed proper by COUNTY. In such event, CONSULTANT shall be paid only for work
17 completed and delivered to COUNTY in a timely and successful manner.

18 **K. Insurance**

19 Without limiting or diminishing the CONSULTANT'S obligation to indemnify or hold the COUNTY
20 harmless, CONSULTANT shall procure and maintain or cause to be maintained, at its sole cost and
21 expense, the following insurance coverage's during the term of this Agreement. As respects to the
22 insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts,
23 Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees,
24 elected or appointed officials, agents or representatives as Additional Insureds.

25 1. Workers' Compensation:

26 If the CONSULTANT has employees as defined by the State of California, the CONSULTANT shall
27 maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State
28 of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with
29 limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive

1 subrogation in favor of The County of Riverside.

2 2. Commercial General Liability:

3 Commercial General Liability insurance coverage, including but not limited to, premises liability,
4 unmodified contractual liability, products and completed operations liability, personal and advertising
5 injury, and cross liability coverage, covering claims which may arise from or out of CONSULTANT'S
6 performance of its obligations hereunder. Policy shall name COUNTY as Additional Insured. Policy's limit
7 of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such insurance
8 contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2)
9 times the occurrence limit.

10 3. Vehicle Liability:

11 If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then
12 CONSULTANT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an
13 amount not less than \$1,000,000 per occurrence combined single limit. If such insurance contains a
14 general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the
15 occurrence limit. Policy shall name COUNTY as Additional Insureds.

16 4. Professional Liability

17 CONSULTANT shall maintain Professional Liability Insurance providing coverage for the
18 CONSULTANT's performance of work included within this Agreement, with a limit of liability of not less
19 than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If CONSULTANT'S Professional
20 Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance
21 shall continue through the term of this Agreement and CONSULTANT shall purchase at his sole expense
22 either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates
23 Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this
24 Agreement; or 3) demonstrate through Certificates of Insurance that CONSULTANT has Maintained
25 continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will
26 continue as long as the law allows.

27 5. General Insurance Provisions - All lines:

- 28 a. Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of
29 California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are

1 waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement
2 for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

3 b. The CONSULTANT must declare its insurance self-insured retention for each coverage required
4 herein. If any such self-insured retention exceed \$500,000 per occurrence each such retention shall
5 have the prior written consent of the County Risk Manager before the commencement of operations
6 under this Agreement. Upon notification of self-insured retention unacceptable to the COUNTY, and
7 at the election of the Country's Risk Manager, CONSULTANT'S carriers shall either; 1) reduce or
8 eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a
9 bond which guarantees payment of losses and related investigations, claims administration, and
10 defense costs and expenses.

11 c. CONSULTANT shall cause CONSULTANT'S insurance carrier(s) to furnish the County of Riverside
12 with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of
13 Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing
14 by the County Risk Manager, provide original Certified copies of policies including all Endorsements
15 and all attachments thereto, showing such insurance is in full force and effect. Further, said
16 Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty
17 (30) days written notice shall be given to the County of Riverside prior to any material modification,
18 cancellation, expiration or reduction in coverage of such insurance. In the event of a material
19 modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate
20 forthwith, unless the County of Riverside receives, prior to such effective date, another properly
21 executed original Certificate of Insurance and original copies of endorsements or certified original
22 policies, including all endorsements and attachments thereto evidencing coverage's set forth herein
23 and the insurance required herein is in full force and effect. CONSULTANT shall not commence
24 operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified
25 original copies of endorsements and if requested, certified original policies of insurance including all
26 endorsements and any and all other attachments as required in this Section. An individual authorized
27 by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and
28 the Certificate of Insurance.

29 d. It is understood and agreed to by the parties hereto that the CONSULTANT'S insurance shall be

1 construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured
2 retention's or self-insured programs shall not be construed as contributory.

- 3 e. If, during the term of this Agreement or any extension thereof, there is a material change in the scope
4 of services; or, there is a material change in the equipment to be used in the performance of the
5 scope of work; or, the term of this Agreement, including any extensions thereof, exceeds five (5)
6 years; the COUNTY reserves the right to adjust the types of insurance and the monetary limits of
7 liability required under this Agreement, if in the County Risk Manager's reasonable judgment, the
8 amount or type of insurance carried by the CONSULTANT has become inadequate.
- 9 f. The insurance requirements contained in this Agreement may be met with a program(s) of self-
10 insurance acceptable to the COUNTY.
- 11 g. CONSULTANT agrees to notify COUNTY of any claim by a third party or any incident or event that
12 may give rise to a claim arising from the performance of this Agreement.

13 **L. Conflict of Interest**

14 CONSULTANT warrants, by execution of this Agreement, that no person or selling agency has been
15 employed or retained to solicit or secure this contract upon an agreement or understanding for a
16 commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide
17 established commercial or selling agencies maintained by CONSULTANT for the purpose of securing
18 business. For breach or violation of this warranty, COUNTY has the right to annul this Agreement without
19 liability, pay only for the value of the work actually performed, or in its discretion to deduct from the
20 contract price or consideration, or otherwise recover, the full amount of such commission, percentage,
21 brokerage, or contingent fee. CONSULTANT may be requested to complete a Conflict of Interest
22 Statement prior to, during, or after execution of this contract. CONSULTANT understands that as a
23 condition of this contract CONSULTANT agrees to complete the Conflict of Interest Statement when
24 requested to do so by COUNTY.

25 **M. Legal Compliance**

26 CONSULTANT shall comply with all Federal, State and local laws, statutes, ordinances, rules and
27 regulations, and the orders and decrees of any courts or administrative bodies or tribunals currently in
28 effect and in any manner affecting the performance under this contract, including, without limitation,
29 workers' compensation laws and licensing and regulations.

1 **N. Nondiscrimination**

- 2 1. During the performance of this Agreement, CONSULTANT shall not act unlawfully against any employee
3 or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap,
4 medical condition, marital status, age or sex. CONSULTANT shall comply with the provisions of the Fair
5 Employment and Housing Act (Government Code, Section 12900 et seq.) and applicable regulations
6 promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.). The applicable
7 regulations of the Fair Employment and Housing Commission implementing Government Code, Section
8 12900, set forth in Chapter 5 of Division 4 of Title 2 of the California Administrative Code are incorporated
9 into this Agreement by reference and made a part hereof as if set forth in full. CONSULTANT shall give
10 written notice of their obligations under this clause to labor organizations with which they have a collective
11 bargaining or other agreement.
- 12 2. CONSULTANT will provide all information and reports required by the Regulations, or orders and
13 instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources
14 of information, and its facilities as may be determined by COUNTY to be pertinent to ascertain
15 compliance with such Regulations, orders and instructions. Where any information required of
16 CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information,
17 CONSULTANT shall so certify to COUNTY, and shall set forth what efforts he has made to obtain the
18 information.
- 19 3. In the event of CONSULTANT'S noncompliance with the nondiscrimination provisions of this contract,
20 COUNTY shall impose such contract sanctions as it determines to be appropriate, including, but not
21 limited to:
- 22 • Withholding of payments to CONSULTANT under the contract until CONSULTANT complies;
 - 23 • Cancellation, termination, or suspension of the contract in whole or in part.
- 24 4. CONSULTANT shall comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, 49
25 CFR 21 through Appendix H and 23 CFR 710.405(b) are applicable to this contract by reference.

26 **O. Labor Code and Prevailing Wages**

- 27 1. Certain Classifications of Labor under this contract may be subject to prevailing wage requirements.
- 28 2. Reference is made to Chapter 1, Part 7, Division 2 of the California Labor Code (commencing with
29 Section 1720). By this reference said Chapter 1 is incorporated herein with like effect as if it were here

1 set forth in full. The parties recognize that said Chapter 1 deals, among other things with discrimination,
2 penalties and forfeitures, their disposition and enforcement, wages, working hours, and securing worker's
3 compensation insurance and directly effect the method of prosecution of the work by CONSULTANT and
4 subject it under certain conditions to penalties and forfeitures. Execution of the contract by the parties
5 constitutes their agreement to abide by said Chapter 1, their stipulation as to all matters which they are
6 required to stipulate as to by the provisions of said Chapter 1, constitutes CONSULTANT'S certification
7 that he is aware of the provisions of said Chapter 1 and will comply with them and further constitutes
8 CONSULTANT'S certification as follows: "I am aware of the provisions of Section 3700 of the California
9 Labor Code which require every employer to be insured against liability for worker's compensation or to
10 undertake self-insurance in accordance with the provisions of that Code, and I will comply with such
11 provisions before commencing the performance of the work of this contract."

- 12 3. Pursuant to Section 1773 of the Labor Code, the general prevailing wage rates, including the per diem
13 wages applicable to the work, and for holiday and overtime work, including employer payments for health
14 and welfare, pension, vacation, and similar purposes, in the county in which the work is to be done have
15 been determined by the Director of the California Department of Industrial Relations. These wages are
16 available from the California Department of Industrial Relations' Internet website at <http://www.dir.ca.gov>.

17 **P. Review and Inspection**

18 CONSULTANT shall permit COUNTY to review and inspect PROGRAM activities including review and
19 inspection on a daily basis, if requested.

20 **Q. Record Retention / Audits**

- 21 1. CONSULTANT and COUNTY shall maintain all books, documents, papers, accounting records, and other
22 evidence pertaining to the performance of the contract, but not limited to, the costs of administering the
23 contract. All parties shall make such materials available at their respective offices at all reasonable times
24 during the contract period and for ten years from the date of final payment under the contract or ten years
25 from project closeout, whichever is later.
- 26 2. COUNTY, the State Auditor General, or any duly authorized representative of the State Government shall
27 have access to any books, records, and documents of CONSULTANT that are pertinent to the contract
28 for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

29 **R. Ownership of Data**

1 All right, title and ownership to any deliverables provided by CONSULTANT shall be governed by the
2 JOC System License included as Attachment C and hereby incorporated by reference herein. Excluding
3 the Proprietary Information, as that term is defined within the JOC System License, ownership and title to
4 all reports, documents, plans, specifications, and project data produced as part of this contract will
5 automatically be vested in COUNTY and no further agreement will be necessary to transfer ownership to
6 COUNTY.

7 **S. Confidentiality of Data**

- 8 1. All financial, statistical, personal, technical or other data and information which is designated confidential
9 by COUNTY, and made available to CONSULTANT in order to carry out this contract, shall be protected
10 by CONSULTANT from unauthorized use and disclosure.
- 11 2. Permission to disclose information on one occasion for a public hearing held by COUNTY relating to the
12 contract shall not authorize CONSULTANT to further disclose such information or disseminate the same
13 on any other occasion.
- 14 3. CONSULTANT shall not comment publicly to the press or any other media regarding the contract,
15 including COUNTY actions regarding this contract. Communication shall be limited to COUNTY, or
16 CONSULTANT'S staff that are involved with the project, unless CONSULTANT shall be requested by
17 COUNTY to attend a public hearing or respond to questions from a Legislative committee.
- 18 4. CONSULTANT shall not issue any news release or public relations item of any nature whatsoever
19 regarding work performed or to be performed under this contract without prior review of the contents
20 thereof by COUNTY and receipt of COUNTY's written permission.

21 **T. Funding Requirements**

- 22 1. All obligations of COUNTY are subject to appropriation of resources by various Federal, State and local
23 agencies.
- 24 2. This contract is valid and enforceable only if sufficient funds are made available to COUNTY for the
25 purpose of the potential associated JOC projects. In addition, this contract is subject to any additional
26 restrictions, limitations, conditions or any statute enacted by Congress, State Legislature or COUNTY that
27 may affect the provisions, terms or funding of this contract in any manner.
- 28 3. It is mutually agreed that if sufficient funds for the program are not appropriated, this contract will be
29 amended or terminated to reflect any reduction in funds.

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ARTICLE IV • PERFORMANCE

A. Performance Period

1. This Agreement shall begin upon notification to proceed by the COUNTY PROJECT MANAGER. Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be 36 months, and may renewed for two (2) additional periods of one (1) year each upon mutual agreement of the parties.
2. CONSULTANT is advised that any recommendation for contract award is not binding on COUNTY until the proposed contract is fully executed and approved by COUNTY.
3. CONSULTANT shall perform PROGRAM services in accordance with the provisions set forth in ATTACHMENTS A through C, Schedule of Services, which is attached hereto and incorporated herein by reference.
4. Where CONSULTANT is required to prepare and submit studies, reports, plans, etc., to COUNTY, these shall be submitted in draft as scheduled, and the opportunity provided for COUNTY to offer comments prior to final submission.
5. When COUNTY determines that CONSULTANT has satisfactorily completed the PROGRAM services, COUNTY may give CONSULTANT a written Notice of Final Acceptance. CONSULTANT shall not incur any further costs hereunder unless so specified in the Notice of Final Acceptance. CONSULTANT may request a Notice of Final Acceptance determination when, in its opinion, it has satisfactorily completed all covenants as stipulated in this contract.
6. Time is of the essence in this contract.

B. Time Extensions

1. Any delay in providing PROGRAM services required by this contract occasioned by causes beyond the control and not due to the fault or negligence of CONSULTANT, shall be the reason for granting an extension of time for the completion of the aforesaid work. When such delay occurs, CONSULTANT shall promptly notify COUNTY in writing of the cause and of the extent of the delay whereupon COUNTY shall ascertain the facts and the extent of the delay and grant an extension of time for the completion of the work when, in COUNTY's judgment, their findings of fact justify such an extension of time.
4. COUNTY's findings of fact shall be final and conclusive to the parties hereto. However, this is not intended to deny CONSULTANT its' civil legal remedies in the event of a dispute.

1 **C. Reporting Progress**

2 To ensure understanding and performance of the contract objectives, meetings between COUNTY and
3 CONSULTANT shall be held as often as deemed necessary. All work objectives, CONSULTANT'S work
4 schedule, the terms of the contract and any other related issues will be discussed and/or resolved.
5 CONSULTANT shall keep minutes of meetings and distribute copies of minutes as appropriate.

6 **D. Evaluation of CONSULTANT**

7 CONSULTANT'S performance will be evaluated by COUNTY for future reference.

8 **ARTICLE V • COMPENSATION**

9 **A. Work Authorization**

10 CONSULTANT shall not commence performance of any work or project services until so directed by the
11 County Project Manager. No payment will be made prior to approval of this contract and without issuance
12 of a Job Order.

13 **B. Basis of Compensation**

- 14 1. PROJECT services as provided under this contract and as described in the Scope of Services, shall be
15 compensated for as defined in ATTACHMENTS A through C, Budget, which is attached hereto and
16 incorporated herein by reference. The total amount of the contract is not to exceed SEVEN HUNDRED
17 ELEVEN THOUSAND (\$711,000) dollars annually. In the event the total amount of the contract is
18 achieved prior to the expiration of the contract, the contract shall be terminated, or shall be amended to
19 provide for additional compensation under the contract. In no event shall CONSULTANT be required to
20 perform the PROJECT services without additional compensation upon attainment of the total amount of
21 the contract.
- 22 2. CONSULTANT shall be responsible for compliance with Government Code section 7550, if the total cost
23 of the Agreement is over Five Thousand Dollars (\$5,000).

24 **C. Payments**

- 25 1. CONSULTANT shall submit monthly invoices for PROGRAM Services in accordance with
26 ATTACHMENTS A through C.
- 27 2. CONSULTANT shall submit invoices on a per Job Order basis each month, for PROGRAM services
28 performed during the preceding month. Invoices shall be submitted to the following email address:
29 EDAFM-Invoices@rivcoeda.org for approval by the COUNTY PROJECT MANAGER

- 1 3. Payments will be based on PROGRAM services provided and actual costs incurred.
- 2 4. Payments will be made as promptly as fiscal procedures will permit upon receipt by the COUNTY and
- 3 approval by the COUNTY PROJECT MANAGER of invoices.
- 4 5. COUNTY reserves the right to reject any invoice submitted for payment 90 days after recordation of the
- 5 Notice of Completion, Notice of Cessation or Cessation of project work for each Job Order.

6 **ARTICLE VI • GENERAL TERMS**

7 **A. Law, Venue**

- 8 1. This Agreement has been executed and delivered in the State of California and the validity, enforceability
- 9 and interpretation of any of the clauses of this Agreement shall be determined and governed by the laws
- 10 of the State of California.
- 11 2. The County of Riverside shall be the venue for any action or proceeding that may be brought or arise out
- 12 of, in connection with, or by reason of this Agreement.

13 **B. Severability**

14 If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to
15 be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect
16 and shall in no way be affected, impaired or invalidated thereby.

17 **C. Waiver**

18 Neither the COUNTY'S review, approval of, nor payment for, any of the services required under this
19 Agreement shall be construed to operate as a waiver of any rights under this Agreement, and
20 CONSULTANT shall remain liable to the COUNTY in accordance with this Agreement for all damages to the
21 COUNTY caused by CONSULTANT'S failure to perform any of the services furnished under this Agreement
22 to the standard of care of the CONSULTANT for its services, which shall be at minimum, a high standard of
23 care for a JOC PROGRAM.

24 **D. Review of Terms**

25 Each Party warrants that it has had the opportunity to consult counsel and understands the terms of this
26 Agreement and the consequences of executing it. In addition, each Party acknowledges that the drafting of
27 this Agreement was the product of negotiation, that no party is the sole author of this Agreement, and that
28 this Agreement shall not be construed against any party as the drafter of this Agreement.

Remainder of Page Intentionally Left Blank

(Signatures on following page)

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ARTICLE VII • APPROVALS

COUNTY Approvals

APPROVED AS TO FORM:

GREGORY P. PRIAMOS, COUNTY COUNSEL

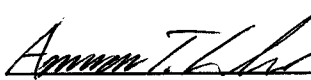
BY:

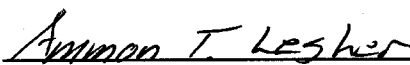
 Dated: 11/28/16
Marsha L. Victor, Chief Deputy County Counsel

CONSULTANT Approvals

CONSULTANT:

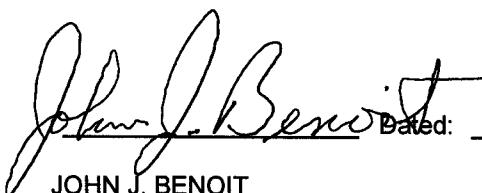
THE GORDIAN GROUP

 Dated: 11/17/16

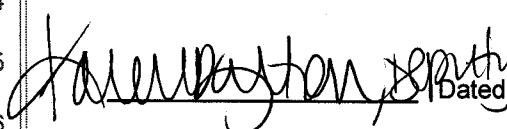

Printed Name

Vice President
Title

APPROVAL BY THE BOARD OF SUPERVISORS

 Dated: DEC 13 2016
JOHN J. BENOIT
PRINTED NAME
Chairman, Riverside County Board of Supervisors

ATTEST:

 Dated: DEC 13 2016
KECIA HARPER-IHEM
Clerk of the Board (SEAL)

ATTACHMENT A – SCOPE OF SERVICES

The Gordian Group (“Gordian” or “Consultant”) will provide all necessary labor, equipment, and materials, as customarily rendered when providing professional consulting services for the establishment of a JOC Program within the County and assistance in the administration of Job Order Contracts. Services shall include the following services and deliverables:

1. Program Development. The Consultant shall work with the County’s facility, procurement, legal and other appropriate staff to develop the JOC program. Program development includes reviewing and assessing the County’s needs to determine the size of the program and, in conjunction with the County’s staff, developing execution procedures that will be used to implement and administer the JOC program. The following additional items are required of the JOC Program Development:
 - a. The Consultant shall organize and manage a series of conferences in order to promulgate general operating and organizational concepts.
 - b. The Consultant shall assist the County in developing draft internal execution procedures/policies for the JOC Program. These procedures should incorporate all applicable Federal, State and County laws, regulations and policies.
 - c. The Consultant shall fully document the final JOC Program execution procedures and policies.
 - d. The Consultant shall assist the County in incorporating appropriate safeguards into the execution procedures for the prevention of fraud, waste and abuse.
 - e. The Consultant shall coordinate the County JOC Program, policies and procedures with various County Departments as well as other Local, State and Federal agencies as designated by the County.
2. Document Preparation. The Consultant shall provide a full set of customized JOC documents including a Riverside County specific Construction Task Catalog®, Technical Specifications and the Contractual Terms and Conditions. The full JOC documents will be comprised of the following:
 - a. Consultant shall provide a license to its proprietary construction cost data for the purpose of publishing the Construction Task Catalog for the County’s JOC contracts. The Construction Task Catalog shall contain comprehensive individual construction tasks, along with applicable unit prices associated with County buildings and public works facilities (roadways, sidewalks, water, wastewater systems, drainage facilities, etc.). Each unit price shall be based on the prevailing equipment, material and labor prices within the County’s geographical region. The use of factors to localize prices is not acceptable. A

price for demolition shall be provided for each construction task, if applicable. Consultant shall be responsible for maintaining and updating annually the Construction Task Catalog, including labor composition, regional rates, and local productivity factors. Consultant shall also maintain a comprehensive database containing each of the individual construction tasks and their corresponding unit prices. The Consultant shall publish one master or reference copy of the Construction Task Catalog.

- b. The Technical Specifications shall be prepared in conjunction with the Construction Task Catalog and, where available, the County standards will be incorporated. The Consultant shall maintain a comprehensive set of technical specifications for each of the construction tasks listed in the Construction Task Catalog and shall publish one master or reference copy of the Technical Specifications.
 - c. The contractual Terms and Conditions shall be prepared in conjunction with County staff and shall incorporate JOC Contract language and forms with all appropriate County Contract language and forms.
 - d. The Construction Task Catalog and Technical Specifications shall conform to current standard Construction Specifications Institute (CSI) Master Format convention.
 - e. The complete customized JOC documents shall be electronic format, in a current version of Adobe Portable Document File (.PDF) or Microsoft Word.
3. Procurement and Bid Support. The Consultant shall be capable of providing the County with complete technical and marketing support during the procurement and bid phase. Qualified staff with public sector procurement experience shall provide this support. The Consultant shall be required to organize and conduct pre-bid meetings with the intending bidders as well as make presentations on behalf of the County with various business and contracting organizations. The following additional requirements apply:
- a. Prepare and conduct orientation briefings for the County and other interested parties.
 - b. Assist the County with JOC Contract bidding services, including bid addendums, RFI's and administration during the JOC Contract bid phase.
 - c. The Consultant shall coordinate with the County and attend the Public Bid Openings for JOC Contract services. Methods of representing the bid pricing and comparison for the Public Bid Opening shall be implemented in coordination with the appropriate County departments.

- d. The Consultant shall assist with verification of the successful bidding JOC Contractor qualifications or capability and other tasks involved in the selection and award of JOC Contract Services as needed by the County.
4. Information Management System. The Consultant shall provide the County with a license to access and use the comprehensive Internet-based JOC information management system. This system shall be compatible with "Windows XP Professional", "Windows 7", "Windows 10", and/or the most current "Windows" operating system, as directed by the County. The JOC information management system shall be capable of providing full project tracking, developing cost proposals, preparing independent County estimates, generating all project documentation, providing project scheduling and status, budgeting and cost control, and generating customized reports. The system shall be capable of incorporating current County forms and documentation. The following additional requirements apply:
 - a. The County shall not be restricted as to the number of licenses provided to County employees for the management system software.
 - b. More than one County user shall be allowed to log on and update the system or database and use the data synchronously.
 - c. Export capability for reports, as specified by the County, shall be provided. Export shall be in formats meeting industry standards and capable of being uploaded to a County database system.
 - d. For emergency and prevention of data loss, the system software shall provide backup and restore capability. All application software and data shall be able to be backed up. All procedures shall be documented and approved by the County. Validation of the update process shall be a priority to safeguard the data.
5. Training Support. The Consultant shall provide training to County staff to ensure that the JOC program functions properly. As part of the proposal, the Consultant shall include its plans to develop specialized training courses that will involve all parties utilizing and administering the program. All aspects of the program are to be covered in the training. The following additional requirements apply:
 - a. Provide a 'hands-on' training program based on the approved County policies and procedures. Training will include a comprehensive training/reference manual with sample Work Orders, flow charts, and forms. The training program shall emphasize functional use and individual performance as the objective. The Consultant shall conduct as many training courses as are required to ensure County staff is fully prepared to execute the JOC system. The training courses shall include practical exercises that shall be based on actual County projects. The JOC training program, comprised of multiple training sessions,

- a. Project Identification – When a project is identified, Gordian will contact the County and assist with determining whether the project is appropriate for JOC.
- b. Contractor Identification – In the event the County has multiple JOC contractors, we assist the County with identifying the appropriate JOC contractor for the project based on the type of work involved and the location of the project.
- c. Joint Scope Meeting – A Gordian Account Manager will quickly schedule a Joint Scope Meeting at the project site to help the County and the JOC contractor agree on the details of the work that the JOC contractor will perform.
- d. Develop Detailed Scope of Work – The Gordian Account Manager will assist in preparing and revising a Detailed Scope of Work that describes the work the JOC contractor will perform. We will also assist with resolving issues when project plans and actual conditions vary.
- e. Request for Price Proposal – After the County approves the Detailed Scope of Work, the Gordian project manager will send the Detailed Scope of Work and a Request for Proposal to the JOC contractor.
- f. Prepare the Price Proposal – The JOC contractor prepares and submits a Price Proposal by selecting the appropriate tasks from the Construction Task Catalog. Gordian's JOC software will automatically calculate the total cost for each line item by multiplying the unit price of the task by the required quantities and the JOC contractor's competitively bid Adjustment Factor. The JOC contractor will also prepare additional County required information (e.g., construction schedule, list of proposed local subcontractors, etc.).
- g. Price Proposal Review – The Gordian Account Manager will review the Price Proposal to make sure the JOC contractor has selected the appropriate tasks and quantities and will coordinate with the JOC contractor to make any required changes. Gordian will also obtain and review any County required information submitted by the JOC contractor such as a construction schedule and list of proposed subcontractors. Then the Gordian Account Manager will submit the Price Proposal and related documents to the County for approval.
- h. Issue Job Order – Once the County approves the Price Proposal and related documents, and decides to move forward with the project, Gordian will assist the County with the issuance of a purchase order to the JOC contractor.

8. JOC Complete Solution PLUS.

Upon request by the County, and on a project-by-project basis, the Consultant will perform the following tasks:

- i. Preconstruction – A Gordian construction manager will conduct a preconstruction meeting with the County representative(s), the JOC contractor and, if applicable, the architect or engineer. The construction manager will coordinate and share any preconstruction information with the County, the JOC contractor and other appropriate parties, and will assist in the coordination of the JOC contractor obtaining the necessary permits.
- ii. Site Visit – During construction, the Gordian construction manager will monitor the JOC contractor's work in-progress, manage the JOC contractor's compliance with the approved safety plan and complete a report for each site visit.
- iii. Communicate – The Gordian construction manager will provide weekly construction status reports to the County, conduct project progress meetings with all JOC contractors and staff on a periodic basis, and coordinate any required technical and code inspections.
- iv. Supplemental Job Orders – In the event there are unforeseen conditions or the County requests changes to the scope after the work has begun, the Gordian construction manager will analyze and process a supplemental Job Order by utilizing the procedures used to develop the initial Job Order.
- v. Approvals – The Gordian construction manager will review and approve, or direct necessary revisions to, the JOC contractor's applications for payment and obtain the County's approval of the work. Final acceptance of the work will be the responsibility of the County. Technical and code inspections will be the responsibility of the appropriate inspection agencies.
- vi. Project Close-out – As the final step in the process, the Gordian construction manager will enter all Job Order related information into the eGordian information management system and collect any required asbuilts, warranties, OEMs, etc., from the JOC contractor.

ATTACHMENT B – FEE SCHEDULE

The County shall pay Gordian in accordance with the provisions set forth below.

The County shall pay Gordian the fees, in percentage format, for each service listed below, which will be charged to the County based upon the value of each individual Job Order only as the project job orders are awarded.

In consideration for the Gordian JOC Solution services, including a license to the proprietary information as set forth in the JOC System License of Attachment C, and as set forth in Attachment A, Paragraphs 1 – 6, the County shall pay Gordian the County License Fee set forth below:

County License Fee: 1.95% of the value of work ordered through the JOC program.

In consideration for the optional JOC Complete Solution services set forth in Attachment A, Paragraph 7, the County shall pay the following Job Order Development Fee in addition to the County License Fee:

Job Order Development Fee: 3.05% of the value of each Job Order for which the County requests the JOC Complete Solutions services.

In consideration for the JOC Complete Solution Plus services set forth in Exhibit A, Paragraph 8, the County shall pay the following Construction Management Fee in addition to the County License Fee and, if applicable, the Job Order Development Fee set forth above:

Construction Management Fee: 5.95% of the value of each Job Order for which the County requests JOC Complete Solution Plus services.

The County License Fee and Job Order Development Fee are payable when the work is ordered from the JOC contractor. The Construction Management Fee is payable when construction of the Job Order has been completed and accepted by the County, except at the election of Gordian Job Orders requiring more than sixty (60) days to complete may be invoiced monthly on a percentage of completion basis.

Contractor License Fee

In addition to the fees set forth above, Gordian will charge each JOC contractor a contractor license fee ("Contractor License Fee") of one percent (1.00%) of the value of each Job Order, Purchase Order, or similar purchasing document issued to the JOC contractor by the County. The Contractor License Fee is assessed to the JOC contractor in return for their access to

our proprietary construction data and JOC applications, and Gordian is responsible for all administrative duties related to the invoicing and collections of the Contractor License Fee. The Contractor License Fee is payable by the JOC contractor when a Job Order is issued by the County.

ATTACHMENT C – JOC SYSTEM LICENSE

The Gordian Group, Inc. ("Gordian") hereby grants to the County of Riverside ("County"), and the County hereby accepts from Gordian for the term of this Agreement, a non-exclusive, non-transferable right, privilege and license to Gordian's Job Order Contracting System and other related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of operating the County's Job Order Contracting program. The parties hereby agree that Proprietary Information shall include, but is not limited to, Gordian's eGordian® application or similar information management system and support documentation, Construction Task Catalog® (also commonly referred to as a unit price book) and information contained therein, training materials and other proprietary materials provided by Gordian. In the event this Agreement expires or terminates as provided herein, this JOC System License shall terminate and the County shall return to Gordian all Proprietary Information in the County's possession.

The County acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The County further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Gordian 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 the County, subject to federal and state laws related to public records disclosure.

Gordian agrees to grant a license to each contractor that is awarded a JOC contract by the County, provided the JOC contractor agrees to pay Gordian's contractor license fee in effect when the County awards them the contract, and provided the County includes licensing language in the JOC contract similar in form to this JOC System License.

Upon expiration or termination of this Agreement as provided herein, Gordian shall provide all data generated by the County in a form accessible by a standard database program, such as Microsoft® Access®.

In the event of a conflict in terms and conditions between this JOC System License and any other terms and conditions of this Agreement or any purchase order or similar purchasing document issued by the County, this JOC System License shall control.



OFFICE OF
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060
FAX: (951) 955-1071

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

December 21, 2016

THE PRESS ENTERPRISE
ATTN: LEGALS
PO BOX 792
RIVERSIDE, CA 92501

TEL (951) 368-9225
E-MAIL: legals@pe.com

RE: NOTICE INVITING BIDS: JOB ORDER CONTRACT #008

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TWO (2) TIMES:**

WEDNESDAY – DECEMBER 28, 2016
WEDNESDAY – JANUARY 4, 2017

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, WITH TWO CLIPPINGS OF THE PUBLICATION.

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Cecilia Gil

Board Assistant to:
KECIA HARPER-IHEM, CLERK OF THE BOARD

Gil, Cecilia

From: Legals <legals@pe.com>
Sent: Wednesday, December 21, 2016 2:53 PM
To: Gil, Cecilia
Subject: Re: FOR PUBLICATION: Job Order contract #008

Received for publication on 12/28 and 1/4. Proof with cost to follow.

Nick Eller

Christmas & New Year's 2016 Deadlines

Pub Date	Deadline (@10:30am)
Sat-Sun 12/24-12/25	Tues 12/20
Mon-Tues 12/26-12/27	Wed 12/21
Wednesday 12/28	Thurs 12/22
Thursday 12/29	Mon 12/26
Fri-Sat 12/30-12/31	Tues 12/27
Sun-Tues 1/1-1/3	Wed 12/28
Wednesday 1/4	Thurs 12/29

Legal Advertising Phone: **951-368-9222** / Fax: 951-368-9018 / E-mail: legals@pe.com

Please Note: Deadline is 10:30 AM, three (3) business days prior to the date you would like to publish.

****Employees of The Press-Enterprise are not able to give legal advice of any kind****

The Press-Enterprise PE.com / La Prensa

On Wed, Dec 21, 2016 at 2:48 PM, Gil, Cecilia <CCGIL@rivco.org> wrote:

Attached is a Notice Inviting Bids, for publication on Dec. 28, 2016 and Jan. 4, 2017.

Please confirm. THANK YOU!

Cecilia Gil

Board Assistant

Clerk of the Board of Supervisors

(951) 955-8464

MS# 1010

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the County of Riverside ("County") invites sealed Bids for the construction of the following project ("Work"):

Job Order Contract (JOC) No. 008, which is a competitively bid, firm fixed priced, indefinite quantity contract. It includes a catalogue of established unit prices. It is for repair, alteration, modernization, maintenance, rehabilitation, construction, etc., of buildings, structures, or other real property.

Bids shall be prepared in conformance with the Instructions to Bidders and other Bidding Documents. Bids must be received, by hand delivery or mail, by the Clerk of the Board located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501, no later than the Bid Closing Deadline of **10:00 a.m. on January 18, 2017**, to be thereafter on said date and at said location publicly opened and read aloud. The Bidder assumes sole responsibility for timely receipt of its Bid.

On and after **Wednesday, December 28, 2016**, and up to **forty-eight (48)** hours prior to the Bid Closing Deadline, copies of Bidding Documents will be available to Bidders for pick-up by Bidder at, or for mailing to Bidder upon written request by Bidder submitted to, **Mission Reprographics, 2050 E. La Cadena, Riverside, CA, (951) 686-8828, Attn: Gary Schwalbe**. At the time of such pick-up or request for mailing, a non-refundable fee of twenty-five dollars (\$25.00) for each set of Bidding Documents shall be paid by Bidder by cash or by check or money order made payable to Mission Reprographics. The Bidding Documents may also be viewed in person any time at: missionreproplanroom.com.

Pursuant to Labor Code section 1771.1, any contractor bidding, or subcontractor to be listed on a JOC proposal subject to Public Contract Code section 4104, shall not be qualified to bid unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No Contractor or subcontractor may enter into a contract without proof of current registration to perform public works.

A mandatory Pre-Bid Conference will be conducted on **Wednesday, January 11, 2017** commencing promptly at **10:00 a.m.** at **3403 10th Street, Suite 400, Riverside, CA, 92501**. **Attendance at the mandatory Pre-Bid Conference is required as a condition of bidding**. Sign language services are available for the Pre-Bid Conference upon written request received by email at tryork@rivcoeda.org at least five (5) business days prior to the Pre-Bid Conference.

The Bidder receiving the Award by the County is required:

(1) to have been prequalified by the County prior to Bid, in accordance with the results of the Request for Qualifications for Prospective Bidders for Contracts for Job Order Contracting dated March 23, 2016. The prequalified bidders are:

- | | |
|---|---|
| <p>1. Angeles Contractor, Inc.
8461 Commonwealth Ave.
Buena Park, CA 90621
(714) 443-3655</p> | <p>3. Hal Hays Construction, Inc.
4181 Latham Street
Riverside, CA 92501
(951) 788-0703</p> |
| <p>2. Dalke & Sons Construction, Inc.
4585 Allstate Drive
Riverside, CA 92501
(951) 274-9880</p> | <p>4. Stronghold Engineering, Inc.
2000 Market Street
Riverside, CA 92501
(951) 684-9303</p> |

(2) to furnish a Performance Bond and Payment Bond as provided in the Instructions to Bidders and other Bidding Documents;

(3) both at the time Bidder submits its Bid and other Bid Submittals and at the time of Award, to: (a) hold a contracting license, active and in good standing, issued by the Contractors State License Board for the State of California for the following license classification(s): license classification B-General Building Contractor and (b) hold, or designate a Subcontractor that holds, the certification(s) required by Applicable Laws; and

(4) to comply with the provisions of the California Labor Code, including, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code and including, without limitation, the obligations to pay the general prevailing rates of wages in the locality in which the Work is to be performed and comply with Section 1777.5 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at California State Department of Industrial Relations, 464 West Fourth St., Suite 348, San Bernardino, CA 92401, and are available to any interested party on request.

THIS IS A PUBLIC WORKS PROJECT AND SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS. The awarded contractor shall post job site notices as prescribed by regulation starting January 1, 2015. Contractor or subcontractor shall furnish records specified in Labor Code section 1776 to the Labor Commissioner.

Substitution of securities for any moneys withheld by County shall be permitted as provided for by Section 22300 of the California Public Contract Code.

Capitalized terms used herein shall have the meanings assigned to them in the Bidding Documents. For information contact: Economic Development Agency, 3403 10th St., Riverside, CA 92501, Attention: Tina York. Ms. York can be reached by phone at 951-955-0911 or 951-955-2065 or via e-mail at tyork@rivcoeda.org

Alternative formats available upon request to individuals with disabilities.

Dated: December 21, 2016

Kecia Harper-Ihem, Clerk of the Board
By: Cecilia Gil, Board Assistant



OFFICE OF
CLERK OF THE BOARD OF SUPERVISORS
1st FLOOR, COUNTY ADMINISTRATIVE CENTER
P.O. BOX 1147, 4080 LEMON STREET
RIVERSIDE, CA 92502-1147
PHONE: (951) 955-1060
FAX: (951) 955-1071

KECIA HARPER-IHEM
Clerk of the Board of Supervisors

KIMBERLY A. RECTOR
Assistant Clerk of the Board

December 21, 2016

THE PRESS ENTERPRISE
ATTN: LEGALS
PO BOX 792
RIVERSIDE, CA 92501

TEL (951) 368-9225
E-MAIL: legals@pe.com

RE: NOTICE INVITING BIDS: JOB ORDER CONTRACT #009

To Whom It May Concern:

Attached is a copy for publication in your newspaper for **TWO (2) TIMES:**

WEDNESDAY – DECEMBER 28, 2016
WEDNESDAY – JANUARY 4, 2017

We require your affidavit of publication immediately upon completion of the last publication.

Your invoice must be submitted to this office, WITH TWO CLIPPINGS OF THE PUBLICATION.

NOTE: PLEASE COMPOSE THIS PUBLICATION INTO A SINGLE COLUMN FORMAT.

Thank you in advance for your assistance and expertise.

Sincerely,

Cecilia Gil

Board Assistant to:
KECIA HARPER-IHEM, CLERK OF THE BOARD

Gil, Cecilia

From: Legals <legals@pe.com>
Sent: Wednesday, December 21, 2016 2:53 PM
To: Gil, Cecilia
Subject: Re: FOR PUBLICATION: Job Order contract #009

Received for publication on 12/28 and 1/4. Proof with cost to follow.

Nick Eller

Christmas & New Year's 2016 Deadlines

Pub Date	Deadline (@10:30am)
Sat-Sun 12/24-12/25	Tues 12/20
Mon-Tues 12/26-12/27	Wed 12/21
Wednesday 12/28	Thurs 12/22
Thursday 12/29	Mon 12/26
Fri-Sat 12/30-12/31	Tues 12/27
Sun-Tues 1/1-1/3	Wed 12/28
Wednesday 1/4	Thurs 12/29

Legal Advertising Phone: **951-368-9222** / Fax: 951-368-9018 / E-mail: legals@pe.com

Please Note: Deadline is 10:30 AM, three (3) business days prior to the date you would like to publish.

****Employees of The Press-Enterprise are not able to give legal advice of any kind****

The Press-Enterprise PE.com / La Prensa

On Wed, Dec 21, 2016 at 2:48 PM, Gil, Cecilia <CCGIL@rivco.org> wrote:

Good afternoon and Merry Christmas!

Attached is a Notice Inviting Bids, for publication on Dec. 28, 2016 and Jan. 4, 2017.

Please confirm. THANK YOU!

Cecilia Gil

Board Assistant

Clerk of the Board of Supervisors

(951) 955-8464

NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the County of Riverside ("County") invites sealed Bids for the construction of the following project ("Work"):

Job Order Contract (JOC) No. 009, which is a competitively bid, firm fixed priced, indefinite quantity contract. It includes a catalogue of established unit prices. It is for repair, alteration, modernization, maintenance, rehabilitation, construction, etc., of buildings, structures, or other real property.

Bids shall be prepared in conformance with the Instructions to Bidders and other Bidding Documents. Bids must be received, by hand delivery or mail, by the Clerk of the Board located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501, no later than the Bid Closing Deadline of **11:00 a.m. on January 18, 2017**, to be thereafter on said date and at said location publicly opened and read aloud. The Bidder assumes sole responsibility for timely receipt of its Bid.

On and after **Wednesday, December 28, 2016**, and up to **forty-eight (48)** hours prior to the Bid Closing Deadline, copies of Bidding Documents will be available to Bidders for pick-up by Bidder at, or for mailing to Bidder upon written request by Bidder submitted to, **Mission Reprographics, 2050 E. La Cadena, Riverside, CA, (951) 686-8828, Attn: Gary Schwalbe**. At the time of such pick-up or request for mailing, a non-refundable fee of twenty-five dollars (\$25.00) for each set of Bidding Documents shall be paid by Bidder by cash or by check or money order made payable to Mission Reprographics. The Bidding Documents may also be viewed in person any time at: missionreproplanroom.com.

Pursuant to Labor Code section 1771.1, any contractor bidding, or subcontractor to be listed on a JOC proposal subject to Public Contract Code section 4104, shall not be qualified to bid unless currently registered and qualified to perform public works pursuant to Labor Code section 1725.5. No Contractor or subcontractor may enter into a contract without proof of current registration to perform public works.

A mandatory Pre-Bid Conference will be conducted on **Wednesday, January 11, 2017** commencing promptly at **10:00 a.m. at 3403 10th Street, Suite 400, Riverside, CA, 92501**. **Attendance at the mandatory Pre-Bid Conference is required as a condition of bidding**. Sign language services are available for the Pre-Bid Conference upon written request received by email at tryork@rivcoeda.org at least five (5) business days prior to the Pre-Bid Conference.

The Bidder receiving the Award by the County is required:

(1) to have been prequalified by the County prior to Bid, in accordance with the results of the Request for Qualifications for Prospective Bidders for Contracts for Job Order Contracting dated March 23, 2016. The prequalified bidders are:

- | | |
|---|---|
| <p>1. Angeles Contractor, Inc.
8461 Commonwealth Ave.
Buena Park, CA 90621
(714) 443-3655</p> | <p>3. Hal Hays Construction, Inc.
4181 Latham Street
Riverside, CA 92501
(951) 788-0703</p> |
| <p>2. Dalke & Sons Construction, Inc.
4585 Allstate Drive
Riverside, CA 92501
(951) 274-9880</p> | <p>4. Stronghold Engineering, Inc.
2000 Market Street
Riverside, CA 92501
(951) 684-9303</p> |

(2) to furnish a Performance Bond and Payment Bond as provided in the Instructions to Bidders and other Bidding Documents;

(3) both at the time Bidder submits its Bid and other Bid Submittals and at the time of Award, to: (a) hold a contracting license, active and in good standing, issued by the Contractors State License Board for the State of California for the following license classification(s): license classification B-General Building Contractor and (b) hold, or designate a Subcontractor that holds, the certification(s) required by Applicable Laws; and

(4) to comply with the provisions of the California Labor Code, including, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code and including, without limitation, the obligations to pay the general prevailing rates of wages in the locality in which the Work is to be performed and comply with Section 1777.5 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at California State Department of Industrial Relations, 464 West Fourth St., Suite 348, San Bernardino, CA 92401, and are available to any interested party on request.

THIS IS A PUBLIC WORKS PROJECT AND SUBJECT TO COMPLIANCE MONITORING AND ENFORCEMENT BY THE DEPARTMENT OF INDUSTRIAL RELATIONS. The awarded contractor shall post job site notices as prescribed by regulation starting January 1, 2015. Contractor or subcontractor shall furnish records specified in Labor Code section 1776 to the Labor Commissioner.

Substitution of securities for any moneys withheld by County shall be permitted as provided for by Section 22300 of the California Public Contract Code.

Capitalized terms used herein shall have the meanings assigned to them in the Bidding Documents. For information contact: Economic Development Agency, 3403 10th St., Riverside, CA 92501, Attention: Tina York. Ms. York can be reached by phone at 951-955-0911 or 951-955-2065 or via e-mail at tryork@rivcoeda.org

Alternative formats available upon request to individuals with disabilities.

Dated: December 21, 2016

Kecia Harper-Ihem, Clerk of the Board
By: Cecilia Gil, Board Assistant

SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

JOB ORDER CONTRACT (JOC) NO.008



PREPARED BY
COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY
PROJECT MANAGEMENT OFFICE
October 2016

DEC 13 2016 3.12

FORM APPROVED COUNTY COUNSEL
BY: Marsha L. Victor 11/10/16
MARSHA L. VICTOR DATE

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NOTICE INVITING BIDS

NOTICE IS HEREBY GIVEN that the County of Riverside ("County") invites sealed Bids for the construction of the following project ("Work"):

Job Order Contract (JOC) No. 008, which is a competitively bid, firm fixed priced, indefinite quantity contract. It includes a catalogue of established unit prices. It is for repair, alteration, modernization, maintenance, rehabilitation, construction, etc., of buildings, structures, or other real property.

Bids shall be prepared in conformance with the Instructions to Bidders and other Bidding Documents. Bids must be received, by hand delivery or mail, by the Clerk of the Board located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501, no later than the Bid Closing Deadline of **10:00 a.m.** on _____, **2016**, to be thereafter on said date and at said location publicly opened and read aloud. The Bidder assumes sole responsibility for timely receipt of its Bid.

On and after _____, _____, **2016**, and up to **forty-eight (48)** hours prior to the Bid Closing Deadline, copies of Bidding Documents will be available to Bidders for pick-up by Bidder at, or for mailing to Bidder upon written request by Bidder submitted to, **Mission Reprographics, 2050 E. La Cadena, Riverside, CA, (951) 686-8828, Attn: Gary Schwalbe**. At the time of such pick-up or request for mailing, a non-refundable fee of twenty-five dollars (\$25.00) for each set of Bidding Documents shall be paid by Bidder by cash or by check or money order made payable to Mission Reprographics. The Bidding Documents may also be viewed in person any time at: missionreproplanroom.com.

A mandatory Pre-Bid Conference will be conducted on _____, _____, **2016** commencing promptly at ____ p.m. at **2486 3rd Street, Riverside, CA, 92507**. **Attendance at the mandatory Pre-Bid Conference is required as a condition of bidding**. Sign language services are available for the Pre-Bid Conference upon written request received by email at tryork@rivcoeda.org at least five (5) business days prior to the Pre-Bid Conference.

The Bidder receiving the Award by the County is required:

(1) to furnish a Performance Bond and Payment Bond as provided in the Instructions to Bidders and other Bidding Documents;

(2) both at the time Bidder submits its Bid and other Bid Submittals and at the time of Award, to: (a) hold a contracting license, active and in good standing, issued by the Contractors State License Board for the State of California for the following license classification(s): license classification B-General Building Contractor and (b) hold, or designate a Subcontractor that holds, the certification(s) required by Applicable Laws; and

(3) to comply with the provisions of the California Labor Code, including, without limitation, Sections 1773.1, 1774, 1775 and 1776 of the California Labor Code and including, without limitation, the obligations to pay the general prevailing rates of wages in the locality in which the Work is to be performed and comply with Section 1777.5 of the California Labor Code governing employment of apprentices. Copies of the prevailing rates of per diem wages are on file at California State Department of Industrial Relations, 464 West Fourth St., Suite 348, San Bernardino, CA 92401, and are available to any interested party on request.

Substitution of securities for any moneys withheld by County shall be permitted as provided for by Section 22300 of the California Public Contract Code.

Capitalized terms used herein shall have the meanings assigned to them in the Bidding Documents. For information contact: Economic Development Agency, 3403 10th St., Riverside, CA 92501, Attention: Tina York. Ms. York can be reached by phone at 951-955-0911 or 951-955-2065 or via e-mail at tryork@rivcoeda.org

INSTRUCTIONS TO BIDDERS

ARTICLE 1 GENERAL PROVISIONS

1.1 DEFINITIONS

Capitalized terms used on the Bidding Documents shall have the meanings assigned to them in the forms of Construction Contract and General Conditions that are included in the Bidding Documents. Capitalized terms not so defined shall have the meanings assigned to them in, or if none is assigned as reasonably interpreted according to the context of, the portion of the Bidding Documents where such terms are used.

1.2 SUMMARY OF PROJECT

1.2.1 Project Description. The Project being bid is a Job Order Contract (hereinafter called JOC) and generally consists of the following: A JOC is a competitively bid, firm fixed priced indefinite quantity contract. It includes a collection of detailed repair and construction tasks and specifications that have established unit prices. It is placed with a Contractor for the accomplishment of repair, alteration, modernization, maintenance, rehabilitation, construction, etc., of buildings, structures, or other real property. Ordering is accomplished by the issuance of Job Orders against the JOC. The County estimates responsive bid range would be between 85% and 100%, but each bidder is responsible to determine the bid factor(s) that most accurately represent their company's ability to perform the contract requirements. The identifying name of the Project is JOC No.008.

The Contractor, under JOC, furnishes all management, labor, materials, equipment, and required plan check and permits from local jurisdictions needed to perform the work. The Contractor will be required to provide a Superintendent from the Contractor's staff for each Job Order. Please also note that a fee for use of the Gordian Job Order Contracting Solution which includes the proprietary eGordian® JOC applications and construction cost data is associated with each Job Order. The fee will be paid by the Contractor to the Gordian Group.

1.2.2 Contract Time. The term of the JOC will be for one year from the date of the first Notice to Proceed (NTP) for a Job Order under the contract or expenditure of the Four Million, Five Hundred Thousand Dollars (\$4,500,000) maximum potential value of the contract, whichever occurs first.

1.2.3 Liquidated Damages. The JOC includes provisions: (1) permitting the County to assess liquidated damages to the Contractor as follows:

- \$50 per day for Job Orders less than \$10,000
- \$250 per day for Job Orders \$10,000 to \$100,000
- \$500 per day for Job Orders over \$100,000

Damages shall be assessed for each Day that the Work is not Substantially Complete by Contractor after the expiration of the Job Order Time established for each Job Order; and (2) for payment by County to Contractor of liquidated damages to Contractor of the same fees stated in this section, per Day for each Day of Compensable Delay for which Contractor is entitled to a Contract Adjustment of the Job Order Time and Job Order Amount.

1.2.4 County Furnished Materials or Equipment. County reserves the right to elect to furnish County Furnished Materials or Equipment for incorporation by Contractor as part of the Work associated with any Job Order issued. Pursuant to an assignment of one or more County Materials Contract(s) in accordance with Section 2.5 of the General Conditions any such materials provided by any separate County Materials Contract(s) will be made available for review by the Job Order Contractor prior to approval of such a Job Order. The Contractor will be solely responsible to familiarize itself prior to submission of a Job Order Proposal incorporating County Furnished Materials or Equipment with the

terms and conditions of such County Materials Contract(s). County shall notify the Contractor prior to approval of such a Job Order if the County elects to assign any of such County Materials Contracts to Contractor for incorporation by the Contractor of the County Furnished Materials or Equipment as part of the Work.

1.2.5 Licensing. The Bidder to whom the JOC for the Work is Awarded by the County is required, both at the time of the Bid Closing Deadline and at the time of Award, to: (1) hold a contracting license, active and in good standing, issued by the Contractors State License Board for the State of California for the following license classification(s): ~~B-General Building~~; and (2) hold, or designate in the Designation of Subcontractors for each Job Order a Subcontractor that holds, the certification(s) required by Applicable Laws to perform the work to be identified in the Detailed Scope of Work for each Job Order.

1.2.6 No Warranty by County. Bidders are solely responsible to satisfy themselves as to the suitability of any estimates, projections, budgets, criteria, surveys, reports, test data, recommendations, opinions, and other information provided by County relating to the Site, Work or Project (including, without limitation, all information contained in any Reference Documents) and nothing stated in the Bidding Documents, Contract Documents or in any other information provided by the County shall be construed as implying the creation or existence of any warranty, express or implied, on the part of the County with respect to the completeness, accuracy or sufficiency thereof.

ARTICLE 2 BIDDER'S REPRESENTATIONS

2.1 THE BIDDER BY SUBMITTING ITS BID REPRESENTS THAT:

2.1.1 Bidding Documents. The Bidder has, in its capacity as contractor and not a design professional, carefully and thoroughly examined, compared and understood the Bidding Documents (including, without limitation, the Drawings, Specifications and Reference Documents identified in the Bidding Documents), and acting in that capacity has satisfied itself that the Bidding Documents are free of any errors, conflicts, ambiguities, lack of coordination and violations of Applicable Laws that might affect the Bidder's ability to complete the Work for the amount of its Bid and within the time period(s) for construction required by the Bidding Documents.

2.1.2 Site Information. In order to fully acquaint itself with all conditions, restrictions, obstructions, difficulties and other matters which might affect the Contractor's ability to complete the Work associated with each Job Order for the amount of its Proposal and within the time period(s) for construction required by the Job Order Documents, the Contractor will carefully and thoroughly inspect: (1) the Site and its surroundings; (2) all Existing Improvements on the Site and their existing uses by the County, its invitees and the public; (3) routes of ingress and egress to and from the Site; (4) local conditions in the vicinity of the Site (including, without limitation, sources and availability of labor, materials and equipment); (5) the status of construction, if any, that is in-progress at the Site; and (6) all reports, data, as-built drawings and other information (including, without limitation, the Reference Documents identified in the scope definition documents associated with each Job Order) concerning visible and concealed conditions (including, without limitation, locations and capacities of utility sources and lines) above and below the surface of the ground and in Existing Improvements that have been made available by the County to the Contractor or that are disclosed by public records of the County of Riverside or the City in which the Project is located, and has correlated its observations with the requirements of the Bidding Documents and all documents associated with each Job Order.

2.1.3 Bid Compliance. The Bid and other Bid Submittals are in compliance with the Bidding Documents.

2.1.4 No Exceptions. The Bid is based upon the materials, equipment, systems and other work required by the Bidding Documents, without any exception, exclusion or qualification.

2.1.5 Legal Status. If the Bidder is a corporation, or if one or more of the partners or joint venturers of the Bidder (where the Bidder is a partnership or joint venture) is a corporation, such corporation(s) is(are) duly incorporated, authorized to do business and in good standing under the laws of the State of California.

2.1.6 Licensing. Bidder currently holds and, if and when an Award is made to Bidder, Bidder will hold at the time of Award, a license, active and in good standing, issued by the Contractors State License Board for the State of California authorizing the Bidder to contract to perform work in the requisite license classification(s) stated in the Notice Inviting Bids and/or in these Instructions to Bidders.

2.1.7 Due Authorization. The person or persons signing the Bid and other Bid Submittals on behalf of the Bidder are authorized to do so on behalf of the Bidder.

2.1.8 Balanced Bid. Adjustment Factors of the Bid that are provided by the Bidder are balanced, reflecting in each Adjustment Factor line item category of Work a reasonable estimate of the Bidder's cost commitments to perform that category of Work in full accordance with all costs included in the Adjustment Factors and Unit Prices as described in the Contract Documents, especially the Construction Task Catalog (CTC).

2.1.9 Labor Compliance. The Bid includes sufficient funds to enable Bidder to comply with, and Bidder will comply with, all of the applicable provisions of the California Labor Code, including, without limitation, payment of prevailing wages, maintenance and submission of weekly certified payrolls and hiring of apprentices.

2.2 MISREPRESENTATION BY BIDDER

The County may determine as unresponsive any Bid in which any statement or representation made or incorporated by reference in the Bid, including any Bid Submittal comprising the Bid, is false, incorrect or materially incomplete and misleading.

ARTICLE 3 BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Availability. Copies of Bidding Documents will be available, on and after _____, 2016, and up to forty-eight (48) hours prior to the Bid Closing Deadline, for pick-up by Bidder at, or for mailing to Bidder upon written request by Bidder submitted to, Mission Reprographics, 2050 E. La Cadena, Riverside CA, (951) 686-8828 Attention: Gary Schwalbe. At the time of such pick-up or request for mailing, a non-refundable fee of twenty-five dollars (\$25) for each set of Bidding Documents shall be paid by Bidder by cash or by check or money order made payable to Mission Reprographics. The Bidding Documents may also be viewed in person any time at: missionreproplanroom.com.

Bidders may retain their copies of Bidding Documents.

3.1.2 Sub-Bidders. Unless otherwise stated in the Notice Inviting Bids, the County assumes no obligation to distribute Bidding Documents directly to Sub-Bidders.

3.1.3 Complete Sets. The Bidder shall use complete sets of Bidding Documents in preparing its Bid. The County assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3.1.4 No License. No license to Bidder is intended or conferred by the County's issuance to Bidders of copies of the Bidding Documents.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 Examination by Bidder. The Bidder shall, with reasonable care and diligence in its capacity as a contractor and not a design professional, carefully and thoroughly examine the Bidding Documents and prior to the Bid Closing Deadline report to the County in writing by means of a request for clarification provided in accordance with Paragraph 3.2.3, below, any information contained in the Bidding Documents constituting an error, conflict, ambiguity, lack of coordination or violation of Applicable Laws that might affect the Bidder's ability to complete the Work for the amount of its Bid and within the time period(s) for construction required by the Bidding Documents. Failure by the Bidder to do so shall not relieve the Bidder from its representations set forth in these Instructions to Bidders nor serve as the basis for any claim by the Bidder that it was mistaken or misled in connection with the preparation of its Bid or its planning for construction of the Work.

3.2.2 Pre-Bid Conference. A mandatory Pre-Bid Conference will be conducted on _____, 2016, commencing promptly at [1:30 p.m.], at [2486 3rd Street, Riverside, CA, 92507]. Attendance at the mandatory Pre-Bid Conference is required as a condition of bidding. Sign language services are available for the Pre-Bid Conference upon written request received by [email] at [tryork@rivcoeda.org] at least three (3) business days prior to the day of the Pre-Bid Conference. Regardless of whether the Pre-Bid Conference is described in the Bidding Documents as mandatory or optional, Bidder shall be deemed charged with knowledge of all facts, circumstances and other information that were apparent, available or provided to Bidders at the Pre-Bid Conference, including, without limitation, any and all of the physical conditions of the land, the general types of facilities owned and operated by the County, the general practices the County uses to initiate projects, and especially the performance requirements on the Contractor described in the Contract Documents which were available for inspection or review by the Bidders attending the Pre-Bid Conference.

3.2.3 Requests for Clarification. If the Bidder requires clarification or interpretation of the Bidding Documents, it shall make a written request to County by a request for clarification. All requests for clarification of the Bidding Documents must be submitted, in writing, between the hours of [7:30 a.m.] and [5:00 p.m.] on any Day, Monday through Thursday (except Holidays) up to, including and no later than the [fifth] (5th) Day prior to Bid Closing Deadline, by hand delivery, mail, fax or e-mail to the following: [3403 Tenth Street, Suite 400, Riverside, CA; or Fax: 951-955-4890; or tryork@rivcoeda.org]. No response will be made to requests for clarification received after that time.

3.2.4 Addenda. Interpretations, corrections and changes of the Bidding Documents will be made by Addenda. Interpretations, corrections and changes of the Bidding Documents made in any other manner will not be binding and the Bidder shall not rely upon them.

3.2.5 Communications. The Bidder shall not, at any time during the bidding process following advertisement of the Notice Inviting Bids and prior to issuance of the Notice of Intent to Award, communicate with the County, Architect, County Consultants or any employee or representative of any of them, concerning the Project except by means of a written requests for clarification submitted by Bidder in accordance with Paragraph 3.2.3, above.

3.3 SUBSTITUTIONS

3.3.1 Requests for Substitutions. The Contractor shall make requests for Substitutions that may be associated with any Job Order issued under the Contract on the County's Request for Substitution form included in the Bidding Documents. Such requests shall comply with the requirements set forth in the Form itself, the Plans and Specifications and General Conditions. Without limitation to the other requirements of the Request for Substitution form, requests for Substitutions shall include: (1) a description of the material, equipment or other work that is to be replaced or eliminated by the Substitution; (2) a description of any other changes to the Work under the Job Order, Existing Improvements, the Site or the work of Separate Contractors that would be necessary if the proposed Substitution were incorporated as part of the Work under the Job Order; (3) a statement that the Contractor accepts responsibility for the inclusion in its Job Order Proposal of all of the costs of

implementing the Substitution, including, without limitation, the costs of any related changes to the Work of the Job Order, Existing Improvements, the Site or the work of Separate Contractors; (4) all drawings, performance and test data and other information necessary for an evaluation of the Substitution by the County, Architect and County Consultants; and (5) a statement that the Contractor understands and agrees that if the Substitution is not approved and the Contractor submits a Job Order Proposal, Contractor will provide the Work as specified in the Job Order Documents without such Substitution. The burden of proof of the merit of a proposed Substitution is entirely upon the Contractor requesting the Substitution.

3.3.2 Deadline for Submission. Any completed Request for Substitution form the Contractor wishes to have considered by County must be submitted in writing, up to, including and no later than the seventh (7th) Day prior to the time set for submitting the Job Order Proposal to County in documents associated with each Job Order, by hand delivery, mail, or fax to the following: 3403 Tenth Street, Suite 400, Riverside, CA; or Phone: 951-955-2065; or tryork@rivcoeda.org. No response will be made to any Requests for Substitution form received after that time.

3.3.3 Review by County. To the maximum extent permitted by Applicable Laws, approval or disapproval of a Substitution proposed by a Contractor is in the sole and absolute discretion of the County. The County's decision to approve or disapprove of a proposed Substitution shall be final and binding.

3.3.4 Standards. In evaluating a Request for Substitution Form submitted by a Contractor, the materials, products and equipment described in the Job Order Documents are generally viewed by the County as establishing the standards for function, dimension, appearance and quality to be met by the requested Substitution.

3.3.5 Performance by Bidder. In the event the Contractor has submitted a Request for Substitution Form and the request for Substitution is denied, by the County and the Contractor thereafter submits a Job Order Proposal and a Job Order is signed and a Notice to Proceed issued, then the Contractor shall execute the Job Order and provide the Work as specified, without such Substitution and at no additional cost or expense to the County.

3.4 ADDENDA

3.4.1 Transmittal. Addenda will be transmitted by County to all prospective Bidders who (1) attended and signed in at the Pre-Bid Conference (if any) or (2) have submitted a written request to County for notice of Addenda at tryork@rivcoeda.org, including in such request the Bidder's name and address for mailing.

3.4.2 Inspection. Copies of Addenda will also be made available for in-person inspection wherever Bidding Documents are on file for that purpose.

3.4.3 Issuance. Without limitation to the County's right to withdraw its request for Bids, Addenda may be issued up to, but not later than, seventy-two (72) hours prior to the Bid Closing Deadline; provided, however, that an Addendum withdrawing the request for Bids or one which postpones the Bid Closing Deadline may be issued at any time prior to the Bid Closing Deadline.

3.4.4 Receipt by Bidder. Failure of the Bidder to receive any Addendum shall not relieve the Bidder from any of its obligations under its Bid Submittal. The costs of performance by Bidder of all items of Work and other obligations contained in all Addenda issued by County shall be deemed included in the amount of the Bidder's Bid. The Bidder shall identify and list in its Bid all Addenda received and included in its Bid. The Bidder's failure to so acknowledge the receipt of all Addenda in its Bid may be asserted by the County as a basis for determining its Bid non-responsive.

**ARTICLE 4
BIDDING PROCEDURES**

4.1 PREPARATION OF BIDS

4.1.1 Bid Form. Bidder shall state its Bid price using the Bid Form included in the Bidding Documents. A Bid presented on other forms shall be disregarded.

4.1.2 Blanks. All blanks on the Bid Form shall be legibly executed in a nonerasable medium.

4.1.3 Figures. Sums shall be expressed in a Bid in figures.

4.1.4 Alterations. Interlineations, alterations and erasures in a Bid must be initialed by each and all of the signer(s) of the Bid.

4.1.5 Alternative Bids. Alternative Bids will not be accepted unless specifically requested in the Bidding Documents.

4.1.6 Multiple Bids. Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the Bid Security, state in its Bid the Bidder's refusal to accept the Award of less than the combination of Bids stipulated by the Bidder. The Bidder shall make no additional stipulations on or conditions to its Bid Form nor qualify its Bid in any other manner.

4.1.7 Name of Bidder. Each copy of the Bid shall state the legal name of the Bidder and its legal form of business (i.e., sole proprietor, partnership, joint venture or corporation). Bids shall be submitted in the name of Bidder that appears in the Bidder's license issued by the State of California Contractors State License Board for the license classification(s) that the Bidder is required to hold pursuant to the Notice Inviting Bids. Each Bid shall bear the longhand signature and printed name and title of the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further give the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.1.8 Bid Submittals. Each Bid shall include the following Bid Submittals executed in the manner required by the Bidding Documents:

- .1 Bid Form, in the form specified in the Bidding Documents;
- .2 Bid Security, consisting of either (a) a Bid Bond, in the form specified in the Bidding Documents, or (b) such other form of Bid Security as is permitted by these Instructions to Bidders;
- .3 Bid Security Receipt, in the form specified in the Bidding Documents;
- .4 Non-Collusion Declaration, in the form specified in the Bidding Documents.
- .5 Iran Contracting Act Certification

4.1.9 Modifications by Bidder. Changes or additions to the Bid Form, recapitulations of the Work bid upon, conditions or limitations on the Work to be done, alternative proposals or any other modification of the Bid Form not specifically called for by the Bidding Documents may result in the County's rejection of the Bid as being non-responsive. No oral, telephonic, electronic, facsimile or telegraphic modification of any Bid submitted will be considered.

4.1.10 Designation of Subcontractors. The Contractor shall submit, on the Subcontractor Listing Report form, a list of the proposed Subcontractors and the portion of Work to be done by each Subcontractor as required by the Subletting and Subcontracting Fair Practices Act (Public Contract Code

Sections 4100 et seq) upon submitting a Job Order Proposal. If the Job Order Work requires the performance of Work for which the Contractor or a Subcontractor must hold a certification required by Applicable Laws to perform the work, and if the Contractor intends to use a Subcontractor holding such certification to satisfy said requirement and to perform such Work, then Contractor shall, without limitation to any other information that may be required by Applicable Laws, include in the Subcontractor Listing Report the name of such Subcontractor and a description of the Work requiring such certification that the Subcontractor will be performing.

4.1.12 Interested Bidder. No person, partnership, joint venture, corporation or other association of persons or entities submitting a Bid shall be allowed to submit more than one Bid or be interested in a Bid submitted by any other Bidder. A person, partnership, joint venture, corporation or other association of persons or entities that, in the capacity as a Subcontractor to a Bidder, has quoted a bid price to a Bidder is not disqualified from submitting a proposal or quoting prices to other Bidders or making a Bid as a general contractor for the entirety of the Work. For the purpose of this Paragraph, "interested in" means having a managerial or financial interest in another Bidder.

4.1.13 Prequalification. If the County has stated in the Notice Inviting Bids that bidding is limited only to bidders that were prequalified pursuant to a Prequalification conducted by County, and if Bidder was previously prequalified pursuant to that process to submit a Bid for the Project, then in addition to the requirements of the Bidding Documents the Bidder must comply with any additional requirements for bidding that are set forth in the Prequalification Documents, including, without limitation, compliance by Bidder with any continuing responsibilities for disclosure of any changes in ownership, management or financial condition. If the Bidder has been prequalified to submit a Bid for the Project it shall, if requested by County, submit prior to or with its Bid any certification(s) that the County is authorized to request by the terms of the Prequalification Documents governing the Bidder's prequalification.

4.1.14 Applicable Laws. All Bids must be submitted, filed, made and executed in accordance with Applicable Laws relating to bids for contracts of the nature provided for by the Bidding Documents, whether such Applicable Laws are expressly referred to herein or not.

4.1.15 Non-Transferable. A Bid is non-transferable.

4.2 BID SECURITY

4.2.1 Forms of Bid Security. Each Bid shall be accompanied by a Bid Security in the form of (1) cash, (2) a certified or cashier's check made payable to the County or (3) a Bid Bond (using the form of Bid Bond included in the Bidding Documents) issued by an Admitted Surety, in an amount not less than Twenty-Five Thousand Dollars (\$25,000), as a guarantee that the Bidder, if awarded the JOC, will enter into a Contract with the County and furnish the Performance Bond, Payment Bond and other Post-Award Submittals required by the Bidding Documents. Should the Bidder refuse to enter into the JOC or fail to furnish the Performance Bond, Payment Bond or any other Post-Award Submittal, then the Bid Security shall be forfeited to the County in an amount equal to the difference between the amount of Bidder's Bid Amount and the amount for which the County may procure the work from another Bidder plus the costs to the County of redrafting, redrawing and republishing the Bidding Documents.

4.2.2 Retention by County. The County will have the right to retain the Bid Security of any Bidder to whom an Award is being considered until either (1) the JOC has been executed and the Performance Bond, Payment Bonds and other Post-Award Submittals have been furnished, or (2) all Bids have been rejected.

4.2.3 Return by County. Bid Security of an unsuccessful Bidder will be returned no later than sixty (60) Days after the Award by the County. Bid Security of the successful Bidder will be returned upon signing of a Construction Contract by the Bidder and County and submission by Bidder to the County of

the Performance Bond, Payment Bond and other Post-Award Submittals in accordance with the requirements of the Bidding Documents.

4.3 SUBMISSION OF BIDS

4.3.1 Sealed Envelope. All copies of the Bidder's Bid, Bid Security and other Bid Submittals shall be enclosed by the Bidder in a sealed opaque envelope. Said envelope, as well as any other, outer envelope or packaging in which said envelope may have been placed by Bidder or the carrier for delivery, shall be addressed and delivered as provided in the Notice Inviting Bids and shall be clearly and conspicuously labeled with the Project name, the Bidder's name and address and the identifying name of the Project as set forth in Paragraph 1.2.1, above.

4.3.2 Deposit. Bids shall be hand delivered to, or received by mail at, the Clerk of the Board located on the 1st floor of the County Administrative Center, 4080 Lemon Street, Riverside, CA 92501, at any time Monday through Friday (excepting Holidays) between the hours of 8:00 a.m. to 4:30 p.m. up to the Bid Closing Deadline of 10:00 a.m. on _____, 2016. Bids must be received at the designated location prior to the Bid Closing Deadline. Bids, or any Bid Submittal comprising a Bid, that is received after the Bid Closing Deadline will be returned unopened.

4.3.3 Postponement. The County reserves the right to postpone the Bid Closing Deadline by issuance of an Addendum to the Bidding Documents at any time prior to the Bid Closing Deadline.

4.3.4 Timely Receipt. The Bidder assumes full and sole responsibility for timely receipt of its Bid, including its Bid Security and all other Bid Submittals, at the location designated in the Bidding Documents for receipt of Bid.

4.3.5 Delivery Methods. Deposit of Bids shall be by hand delivery or mail, only. Oral, telephonic, telegraphic, facsimile or other electronic transmission is not permitted.

4.4 WITHDRAWAL OR RESUBMISSION OF BID

4.4.1 Before Bid Closing Deadline. Prior to the Bid Closing Deadline, a Bid may be withdrawn by notice to the County at the place designated for receipt of Bids stated in the Notice Inviting Bids. Such notice shall be in writing and signed by the Bidder. Partial withdrawal of a Bid or any Bid Submittal is not permitted.

4.4.2 After Bid Closing Deadline. Except as otherwise permitted by these Instructions to Bidders, each Bid shall constitute an offer that shall remain open for a period of sixty (60) Days after the Bid Closing Deadline and during that period of time shall not, without the written consent of the County, be modified, withdrawn or canceled by the Bidder.

4.4.3 Resubmission. Withdrawn Bids may be resubmitted up to the Bid Closing Deadline.

4.4.4 Bid Security. If a Bid is withdrawn and re-submitted, the amount of Bid Security shall be based on the Bid Amount based on the Bid as resubmitted.

ARTICLE 5 CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

All Bids shall be publicly opened and read aloud at the location for receipt of Bids on the Day of the Bid Closing Deadline. Without limitation to the County's right to reject all Bids, if two or more responsive Bids from responsible Bidders are the same and lowest, then the successful Bidder may be chosen by the County.

5.2 REJECTION OF BIDS

5.2.1 Rejection of Bid. Any Bid that is in any way incomplete or irregular is subject to rejection by County.

5.2.2 Rejection of All Bids. The County has the right to reject all Bids, with or without extending the opportunity to any Bidder to re-bid.

5.3 WAIVER OF IRREGULARITIES

The County has the right to waive informalities and irregularities in a Bid received or in the bidding process.

5.4 AWARD

5.4.1 Basis of Award. It is the intent of the County to Award two JOC Contracts (JOC 008 and JOC 009). If awarded, one contract will be awarded to the Lowest Responsive and Responsible Bidder whose proposal complies with the specified requirements for each JOC Contract listed. Bidders may bid on either or both contracts; however, only one contract would be awarded to a single bidder. A separate bid package is required by each contractor wishing to bid each contract. The Lowest Responsive and Responsible Bidder shall be determined sequentially for each JOC Contract in the following order: JOC 008, JOC 009. The apparent lowest responsive and responsible bidder on the first JOC 008 Contract will not be eligible for consideration for the successive contract. The basis for award for each JOC contract is 0.75 times the average of Factors 1 and 3 added to 0.25 times the average of Factors 2 and 4.

5.4.2 Notice of Award. Within fourteen (14) Days following public opening and reading of Bids, the County will issue a Notice of Intent to Award identifying the name of the Bidder to whom the County intends to Award the JOC. Such notice will be mailed to all Bidders submitting a Bid. The County may, in its sole and absolute discretion, elect to extend the time for its issuance of its Notice of Intent to Award.

5.4.3 Bid Protests. Any Bidder submitting a Bid to the County may file a protest of the County's proposed Award of the JOC provided that each and all of the following are complied with:

- .1** The bid protest is in writing.
- .2** The bid protest is both: (1) filed with and received by the Clerk of the Board at the following address, 4080 Lemon St. 1st Floor Riverside, CA 92501, not more than five (5) Days following the date of issuance of the Notice of Intent to Award. Failure to timely file and serve the bid protest as aforesaid shall constitute grounds for the County's denial of the bid protest without consideration of the grounds stated therein.
- .3** The written bid protest sets forth, in detail, all grounds for the bid protest, including without limitation all facts, supporting documentation, legal authorities and argument in support of the grounds for the bid protest. Any grounds not set forth in the bid protest shall be deemed waived. All factual contentions must be supported by competent, admissible and credible evidence. Any bid protest not conforming to the foregoing shall be rejected as invalid.
- .4** Provided that a bid protest is filed in conformity with the foregoing, the Assistant CEO/EDA, or such individual(s) as may be designated by the Assistant CEO/EDA in his/her discretion, shall review and evaluate the basis of the bid protest, and shall provide a written decision to the Bidder submitting the bid protest, either concurring with or denying the bid protest. The written decision of the Assistant CEO/EDA or his/her designee shall be final, unless overturned by the Board of Supervisors.

**ARTICLE 6
POST- AWARD**

6.1 POST- AWARD SUBMITTALS

6.1.1 Job Order Contract. The Bidder identified in the Notice of Intent to Award as the successful Bidder to receive Award by the County shall execute the JOC and return it to the County within ~~ten~~ (10) Days after issuance by County to Bidder of the JOC from the County and prior to execution of the JOC by County.

6.1.2 Other Post-Award Submittals. Within the time periods set forth below, the Bidder identified in the Notice of Intent to Award as the successful Bidder shall submit the following additional Post-Award Submittals, completed and signed in the manner required by the Bidding Documents, to the County at 3403 Tenth Street, Suite 400, Riverside, CA 92501 – Attn: Tina York:

.1 Within ten (10) Days after issuance by County to Bidder of the Notice of Intent to Award and prior to commencement of the Work, such Bidder shall submit to County the following:

- (1) Performance Bond and Payment Bond (issued by Surety);
- (2) Evidence of Insurance, in the form specified in the Bidding Documents;
- (3) Workers' Compensation Certificate, in the form specified in the Bidding Documents;
- (4) Declaration of Sufficiency of Funds (required only if the Bidder has not entered into a collective bargaining agreement covering the workers to be employed for performance of the Work), in the form specified in the Bidding Documents;
- (5) JOC Software license and fee acknowledgement

6.1.3 Failure to Submit. Failure of the successful Bidder to submit any the Post-Award Submittals specified in Paragraphs 6.1.1 above, within the time periods specified therein shall be deemed to be a failure or refusal to execute the JOC and shall be cause for forfeiture of such Bidder's Bid Security.

6.2 BIDDER RESPONSIBILITY

County reserves the right to request that any Bidder submit, as a condition of Award, information demonstrating that the Bidder and/or any of the Subcontractors listed in the Designation of Subcontractors submitted by Bidder on any Job Order issued under the JOC, is financially and in all other respects possessed of the attributes of trustworthiness, as well as quality, fitness, capacity and experience, to satisfactorily perform under the terms and conditions of the Bidding Documents, Contract Documents and its Bid. Bidder shall comply with such request by submitting the information requested within five (5) Days of receipt of County's request. Failure to do so may be treated by County as a grounds to reject Bidder's Bid. Failure by the County to make such a request shall not constitute a waiver of its right to determine that Bidder or any such Subcontractor is not responsible to perform the Work.

**ARTICLE 7
PERFORMANCE BOND AND PAYMENT BOND**

7.1 BOND REQUIREMENTS

7.1.1 Performance and Payment Bonds. The successful Bidder will be required to furnish: (1) a Performance Bond in the form included in the Bidding Documents guaranteeing faithful performance of all obligations under the JOC; and (2) a Payment Bond that complies with the requirements of Civil Code Section 9554 in the form included in the Bidding Documents. The penal sums of the Performance Bond and Payment Bond shall each be initially in the amount of one hundred percent (100%) of the Maximum Potential Value of the Contract. The penal sum shall be increased for Contract Adjustments increasing the Maximum Potential Value of the Contract that are authorized by Change Order or Unilateral Change Orders to the overall JOC.

7.1.2 Cost of Bonds. The cost of Performance Bonds and Payment Bonds shall be deemed included in the amount of a Bidder's Bid.

7.1.3 Surety. Both the Performance Bond and Payment Bond shall be issued by an Admitted Surety. The Surety on the Performance Bond shall have an A.M. Best's Insurance Rating of A:VIII (A:8) or better.

7.2 TIME OF DELIVERY AND FORM OF BONDS

7.2.1 Submission by Bidder. Within the time period set forth in Subparagraph 6.1.2.1, above, the successful Bidder shall deliver the required Performance Bond and Payment Bond to the County fully executed and issued by the Bidder's Surety(ies).

7.2.2 Execution of Bonds. Notary acknowledgements of the signatures of the Bidder and Surety(ies) is required. The attorney-in-fact who executes the required Performance Bond or Payment Bond on behalf of a Surety shall affix thereto a certified and current copy of the power of attorney authorizing such attorney-in-fact to execute same on behalf of such Surety.

**ARTICLE 8
CONSTRUCTION CONTRACT**

8.1 EXECUTION OF CONTRACT

The successful Bidder shall execute the Construction Contract in the form included in the Bidding Documents.

8.2 BOARD APPROVAL

The Construction Contract shall not be binding upon the County until it has been awarded by the Assistant CEO/EDA or Board of Supervisors, and executed by the Board Chair, or designee.

BID FORM

TO THE GOVERNING BOARD OF THE COUNTY OF RIVERSIDE:

Date: _____

Bidder: _____

The undersigned Bidder, having carefully examined the Bidding Documents for the following Project:

Job Order Contract No. 008.

including, without limitation, the Plans and Specifications made part thereof, and taking into consideration all matters disclosed thereby, all matters of which Bidder is charged with knowledge by the terms thereof and all matters that are reasonably ascertainable by Bidder in the exercise of its duties of inquiry or investigation created by the terms set forth in the Bidding Documents (including, without limitation, the terms of Section 3.2 of the General Conditions, proposes, agrees to furnish in strict accordance with the Contract Documents all of the following:

- labor, materials, equipment, services, transportation;
- permits, licenses and taxes; and
- all other work, services and other things necessary for the undersigned to perform its obligations under the Contract Documents, excepting only those that are expressly stated in the Bidding Documents to be the responsibility of County,

for the total Bid pricing amounts as follows:

- A. Adjustment Factors. The Contractor bids adjustment factors that will be applied against the prices set forth in the Construction Task Catalog. These adjustment factors will be used to price out fixed price work orders, also called Job Orders, by multiplying the adjustment factor by the unit prices and quantities.
- B. Base Period (12 months from Notice to Proceed for the first Job Order under the Contract or expenditure of the \$4,500,000 maximum potential value of the contract, whichever occurs first)

ADJUSTMENT FACTORS

WORKING HOURS	Small projects \$ 0.00 to \$ 24,999	Large Projects \$25,000 and larger
Business hours 7 AM TO 5 PM M –F	<input type="text"/> . <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> _____ (Adjustment Factor 1)	<input type="text"/> . <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> _____ (Adjustment Factor 3)
Non-Business hours and holidays	<input type="text"/> . <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> _____ (Adjustment Factor 2)	<input type="text"/> . <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> _____ (Adjustment Factor 4)

Factor 1 - Unit work requirements to be performed during normal work hours, weekdays 7am to 5pm, for Projects as ordered by the OWNER in individual job orders against the contract with a value of \$24,999 or less.

Factor 2- Unit work requirements to be performed during after normal work hours, weekdays 5pm to 7am and weekends and holidays for Projects as ordered by the OWNER in individual job orders against the contract with a value of \$24,999 or less.

Factor 3 - Unit work requirements to be performed during normal work hours, weekdays 7am to 5pm, for Projects as ordered by the OWNER in individual job orders against the contract with a value of \$25,000 or more.

Factor 4- Unit work requirements to be performed during after normal work hours, weekdays 5pm to 7am and weekends and holidays for Projects as ordered by the OWNER in individual job orders against the contract with a value of \$25,000 or more.

Bids for Items 2 and 4 may be equal to but not less than the bid for Items 1 and 3.

Bids must be submitted on all items. Failure to bid on all items may result in the bid being rejected as non-responsive. The basis for award is 0.75 times the average of Factors 1 and 3 added to 0.25 times the average of Factors 2 and 4.

The foregoing Bid Price Amounts are submitted based upon and taking into consideration all of modifications and additions to the Bid Documents and other information set forth in each Addendum listed below, receipt and review of which is hereby acknowledged by Bidder (state below each and every Addendum number and date):

Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	
Addendum No.		Date:	

THE UNDERSIGNED BIDDER HEREBY MAKES THE FOLLOWING REPRESENTATIONS AND COVENANTS:

1. Except as otherwise permitted by the Instructions to Bidders, this Bid shall remain open for a period of sixty (60) Days after the Bid Closing Deadline (as defined in the Bidding Documents) and during that period of time shall not, without the written consent of County, be modified, withdrawn or canceled by the Bidder.

2. Bidder adopts and incorporates into this Bid all of the representations set forth in the Instructions to Bidders and hereby warrants that all such representations are true and correct.

3. The Bid Security submitted by Bidder is given as a guarantee that if Award of the Construction Contract that is the subject of this Bid is made to Bidder that Bidder will execute the Construction Contract and furnish the Performance Bond, Payment Bonds, evidence of insurance and other documents that Bidder is required to submit under the terms of the Bidding Documents, and in the event that the Bidder fails or refuses to execute and deliver same, such Bid Security shall be charged with the all losses and damages suffered by County as a result thereof and permitted by Applicable Law, including, without limitation, the difference between the amount of the Bid and amount for which the County may legally contract with another party to perform the Project (if such latter amount be greater than the Bid), costs of publication, and all other Losses suffered by County (including, without limitation, those associated with Delay to the Project).

4. Capitalized terms used in this Bid Form shall have the meanings assigned to them in the Bidding Documents.

Individual Bidder

Name of Bidder: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

Business Address:

Business Telephone: _____

Business Fax: _____

Business E-mail: _____

Corporation Bidder

Corporate Name
of Bidder: _____

State of Incorporation: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

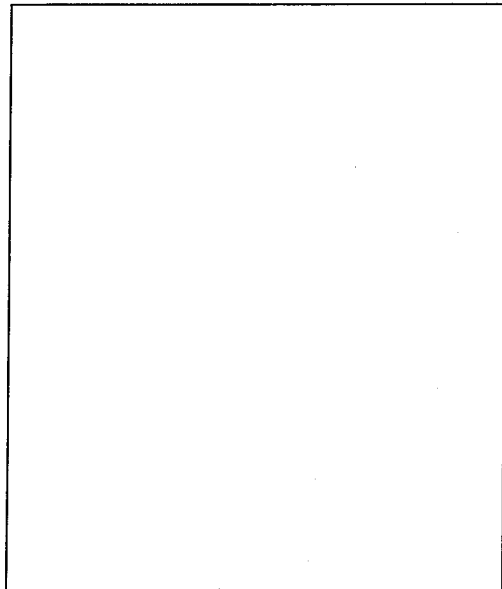
Business Address:

Business Telephone: _____

Business Fax: _____

Business E-mail: _____

Space for Corporate Seal and Attestation



Partnership Bidder

Name of Bidder: _____

By: _____

(signature)

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-mail: _____

If additional partners are signing, attach additional sheets setting forth the above signature information for each signing partner.

If the partner or partners signing on behalf of the Bidder is/are a corporation, then for each such corporate partner complete the following (attach additional sheets, if necessary):

Corporate Name
of Partner: _____

State of Incorporation: _____

By: _____

(signature)

Print Name: _____

Title: _____

Date: _____

Business Address: _____

Business Telephone: _____

Business Fax: _____

Business E-mail: _____

Space for Corporate Seal and Attestation

Joint Venture Bidder

Name of Bidder: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

Business Address:

Business Telephone: _____

Business Fax: _____

Business E-mail: _____

If additional joint venture partners are signing, attach additional sheets setting forth the above signature information for each signing joint venture partner.

If the joint venture partner or partners signing on behalf of the Bidder is/are a corporation, then for each such corporate joint venture partner complete the following (attach additional sheets, if necessary):

Corporate Name
of Partner: _____

State of Incorporation: _____

By: _____
(signature)

Print Name: _____

Title: _____

Date: _____

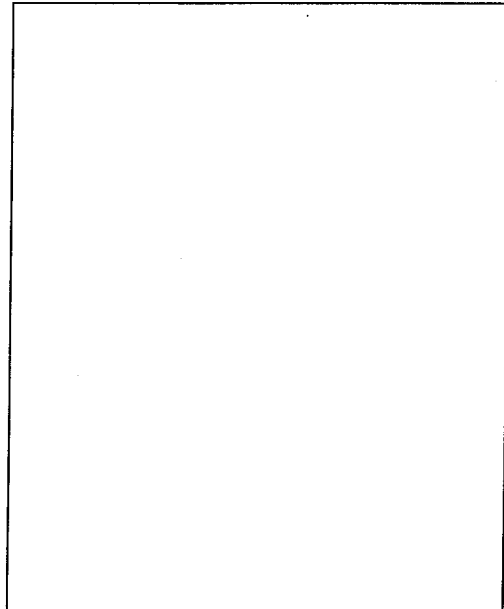
Business Address:

Business
Telephone: _____

Business Fax: _____

Business E-mail: _____

Space for Corporate Seal and Attestation



Project No. JOC No. 008

Bond No. _____

BID BOND

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

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, The undersigned _____ (“Principal”) is herewith submitting to the County of Riverside (“County”) a Bid dated _____ 20__, for the following: Job Order Contract No. 008 (“Project”);

AND, WHEREAS, Principal is obligated as a condition of said Bid to submit security pursuant to Public Contract Code Section 20129 (a) in the amount of Twenty Five Thousand Dollars (\$25,000.00), which is equal to the County’s minimum obligation to the Contract , which security may be in the form of a Bid Bond issued by an admitted surety insurer pursuant to Code of Civil Procedure Section 995.120 (“Admitted Surety”);

NOW THEREFORE, the Principal and _____ (“Surety”), an Admitted Surety, are held and firmly bound unto the County in the penal sum of Twenty Five Thousand Dollars (\$25,000.00) for the payment of which sum in lawful money of the United States, well and truly to be made, we, Principal and Surety, bind ourselves, our executors, administrators, successors, heirs and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if Principal is awarded the Contract upon such Bid and thereafter within the period of time specified in County’s bidding documents governing the bidding process applicable to such Bid (“Bidding Documents”) enters into the Contract with County on the terms and conditions required by the Bidding Documents and furnishes the performance and payment bonds, evidence of insurance and other documents that Principal is required to submit under the terms of the Bidding Documents, then this obligation shall be null and void; otherwise, it shall remain in full force and effect and the sum guaranteed by this bond shall, at the option of County, be forfeited to County to pay all losses and damages suffered by County as a result thereof and permitted by applicable law, including, without limitation, the difference between the Bid Amount and amount for which the County may legally contract with another party to perform the Work (if such latter amount be greater than the Bid Amount), costs of publication, and all other losses and damages suffered by County (including, without limitation, those associated with delay to the Project); provided, however, that Surety’s liability shall not exceed the penal amount of this bond.

Surety, for value received, hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or the Bidding Documents, or to the work to be performed thereunder, nor any withdrawal of the Bid in a manner not permitted by the requirements of the Bidding Documents 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.

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.

IN WITNESS WHEREOF the undersigned parties have executed this instrument under their several seals this day of _____, 20__, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Affix Seal if Corporation

(Firm Name – Principal)

(Business Address)

By _____
(Original Signature)

(Title)

(Corporation Name – Surety)

Affix Corporate Seal

(Business Address)

By _____
(Original Signature)
ATTORNEY-IN-FACT

Note: Notary acknowledgment for Surety's signature and Surety's Power of Attorney must be included or attached

BID SECURITY RECEIPT

The undersigned Bidder has submitted as Bid Security for its Bid in the form of (check appropriate box):

- Bid Bond executed by an Admitted Surety, made payable to the County of Riverside,
- cash,
- cashier's check payable to the order of the County of Riverside, or
- certified check payable to the order of the County of Riverside,

in the amount of Twenty Five Thousand Dollars (\$25,000.00) which amount is equal to County's minimum obligation to the Contract, as defined in the Instructions to Bidders.

Signature

Print Name of Bidder

Print Name of Signer

**NON-COLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND
SUBMITTED WITH BID**

(Public Contract Code Section 7106)

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder.

All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price of any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____ [date], at _____ [city], _____ [state].

[Signature of Declarant]

[Printed Name of Person Signing]

[Name of Bidder]

[Office or Title]

Iran Contracting Act

(Public Contract Code sections 2200-2208)

In accordance with Public Contract Code Section 2204(a), prior to bidding on, submitting a proposal or executing a contract or renewal for a County of Riverside contract for goods or services of \$1,000,000 or more, a Contractor must either:

- a) Certify it is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services ("DGS") pursuant to Public Contract Code section 2203(b) and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS; or
- b) Demonstrate it has been exempted from the certification requirement for that solicitation or contract pursuant to Public Contract Code section 2203(c) or (d).

To comply with this requirement, please insert your Contractor or financial institution name and Federal ID Number (if available) and complete one of the options below. Please note: California law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Public Contract Code section 2205.)

Option No. 1 – Certification

I, the official named below, certify I am duly authorized to execute this certification on behalf of the Contractor/financial institution identified below, and the Contractor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS and is not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person/vendor, for 45 days or more, if that other person/vendor will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>	
<i>By (Authorized Signature)</i>			
<i>Printed Name and Title of Person Signing</i>			
<i>Date Executed</i>		<i>Executed in</i>	

Option No. 2 – Exemption

Pursuant to Public Contract Code sections 2203(c) and (d), a public entity may permit a Contractor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to be eligible for, or to bid on, submit a proposal for, or enters into or renews, a contract for goods and services. If you have obtained an exemption from the certification requirement under the Iran Contracting Act, please fill out the information below, and attach documentation demonstrating the exemption approval.

<i>Contractor Name/Financial Institution (Printed)</i>		<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in</i>	

Project No. JOC No. 008

Bond No. _____

PAYMENT BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on _____, 20__, has awarded Construction Contract Number _____ ("Contract") to the undersigned _____ as Principal ("Principal") to perform the work ("Work") for the following project Job Order Contract No. 008;

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

NOW THEREFORE, we, the Principal and _____ ("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 Four Million, Five Hundred Thousand Dollars (\$4,500,000), this amount being not less than one hundred percent (100%) of the Maximum Potential Value and possible total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

Affix Seal if Corporation

(Firm Name – Principal)

(Business Address)

By _____
(Original Signature)

(Title)

(Corporation Name – Surety)

Affix Corporate Seal

(Business Address)

By _____
(Signature – Attached Notary's Acknowledgment)

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

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

Project No. JOC No. 008

Bond No. _____

PERFORMANCE BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors on _____, 20__, has awarded Construction Contract Number _____ ("Contract") to the undersigned _____ as Principal ("Principal") to perform the work ("Work") for the following project: Job Order Contract No. 008, which Contract is by this reference hereby incorporated herein and made a part hereof;

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

NOW THEREFORE, we, the Principal and _____ ("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 Four Million, Five Hundred Thousand Dollars (\$4,500,000), this amount being not less than one hundred percent (100%) of the Maximum Potential Value and possible total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to

payment of liquidated damages) less the "Balance of the Contract Price" (as hereinafter defined); subject to the penal amount of this bond as set forth above. The term "Balance of the Contract Price," as used in this paragraph, shall mean the total amount payable to Principal by County under the Contract and any modifications thereto, less the amount previously paid by County to the Principal and less amounts that County is authorized to withhold under the terms of the Contract.

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

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

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

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

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

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

Affix Seal if Corporation

(Firm Name – Principal)

(Business Address)

By _____
(Original Signature)

(Title)

(Corporation Name – Surety)

Affix Corporate Seal

(Business Address)

By _____
(Signature – Attached Notary's Acknowledgment)

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

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

**CONTRACTOR'S CERTIFICATE REGARDING WORKERS'
COMPENSATION**

Labor Code Section 3700 states:

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

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

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

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

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

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

(Name of Contractor)

By:

(Name of Signer)

(Signature)

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

DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

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

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

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

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

Vehicle	Vehicle ID No.	Vehicle Liability Insurance Policy Number (of policy covering vehicle)	Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)

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 Job Order Proposal [If no such housing will be provided, enter "none"].

5. The actual or estimated number of workers that will be employed to perform the Work that is the subject of the Job Order, 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

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 Job Order 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 Contractor 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 Job Order Proposal (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

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 Job Order 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 Contractor in writing.

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this _____ day of _____, in the year 20__ at _____, California.

(signature)

Type Name of Signer:

Type Name of Contractor:

SUBSTITUTION REQUEST FORM

ONLY ONE (1) REQUEST FOR SUBSTITUTION FOR EACH PRODUCT WILL BE CONSIDERED.
USE A SEPARATE SUBSTITUTION REQUEST FORM FOR EACH PROPOSED SUBSTITUTION.

TO: COUNTY OF RIVERSIDE
PROJECT: Job Order Contracting No. 008
PROJECT NO.: _____

Bidder requests Substitution of the following material, product, thing or service:

Specification Section	Article No.
Specified Item	Address
Manufacturer's Name	Model or Catalog Number
Trade Name of Product	Specified Fabricators and Suppliers

For each proposed Substitution, list below where in the Specifications the item to be replaced is currently specified, the item specified in the Specifications and that is proposed to be replaced by the Substitution and a brief description of the proposed Substitution:

Specification Reference	Specified Item	Proposed Substitution

Respond to each of the following questions, attaching additional sheets if required:

In the case of a manufactured material, product or thing, does the manufacturer certify that the proposed Substitution is appropriate for use as an "equal" to the material, product, or thing specified?

Yes **No**

If so, attach such certification.

Are maintenance services available?

Yes **No**

If so, describe scope and terms, including any limitations on maintenance services: _____

Are replacements materials, products or things, and all parts thereof, available?

Yes No

Contractor agrees to provide specified item in the event this Substitution Request is denied?

Yes No

Does the Substitution affect dimensions shown On Drawings?

Yes No

If so, clearly describe changes: _____

Will you pay for changes to the building design, including architectural, engineering and detailing costs caused by the acceptance of the requested Substitution?

Yes No

Would the Substitution, if used, affect any other trades?

Yes No

If so, describe each affect: _____

Would the Substitution, if used, affect your ability to meet The time periods for construction required by the Bidding Documents?

Yes No

If so, describe each affect: _____

Are there any differences between Substitution and specified item?

Yes No

If so, describe each difference: _____

Are the manufacturer's guarantees and warranties of the Substitution and the specified item the same?

Yes No

If so, describe each difference or attach copy of all written guarantees and warranties provided for the Substitution : _____

Attach complete product data, including but not limited to laboratory tests, approval numbers, research report numbers, listings, and approved assembly descriptions as specified in Section _____ of the Specifications or as required by Governmental Authorities under Applicable Laws.

Contractor

County

By

Reviewed by:

Date

Date

Remarks

Design Consultant

Reviewed by:

SPACE RESERVED FOR COUNTY USE ONLY:

Decision on Substitution Request:

Grant

Deny

GENERAL CONDITIONS OF
THE STANDARD FORM JOB ORDER CONTRACT
BETWEEN COUNTY AND CONTRACTOR

(LONG FORM)

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GENERAL CONDITIONS OF
THE STANDARD FORM JOB ORDER CONTRACT
BETWEEN COUNTY AND CONTRACTOR

(LONG FORM)

ARTICLE 1
GENERAL PROVISIONS

1.1 DEFINITIONS-GENERAL

1.1.1 Acceptance of a Job Order. Acceptance is when the County determines all the requirements of an individual Job 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 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. 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 Allowable Costs. "Allowable Costs" means those costs listed in Paragraph 7.7.3, below, that are used in calculating Contract Adjustments to the Contract Price.

1.1.7 Allowable Markups. "Allowable Markups" means those percentage markups listed in Paragraph 7.7.5, below, used in calculating Contract Adjustments to the Contract Price.

1.1.8 Alternate. "Alternate" means a proposed alternative described in the Bidding Documents adding to, or deleting from, the Bidding Documents a particular material, system, product or method of construction.

1.1.9 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.

1.1.10 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.

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

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

1.1.13 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.

1.1.14 Base Bid. "Base Bid" means the sum of money stated in a Bid for which the Bidder proposes to perform the Work, exclusive of adjustments for Alternates.

1.1.15 Bid. "Bid" means the completed and signed Bid Form and other Bid Submittals submitted by a Bidder to County in response to the Notice Inviting Bids and in accordance with the Instructions to Bidders.

1.1.16 Bid Amount. "Bid Amount" means the dollar amount that is used as the basis for determining which Bidder has submitted the lowest Bid price for purposes of Award pursuant to the County's chosen method of Award set forth in Paragraph 4.5.3 of the Instructions to Bidders.

1.1.17 Bid Bond. "Bid Bond" means alternative form of Bid Security submitted by a Bidder that consists of a surety bond issued by a Surety.

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

1.1.19 Bid Form. "Bid Form" means the form prescribed by the Bidding Documents to be completed and signed by a Bidder showing the dollar amount(s) of its Bid.

1.1.20 Bid Security. "Bid Security" means a deposit of cash, certified or cashier's check or bond submitted by a Bidder in accordance with the 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.

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

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

1.1.23 Bidding Documents. "Bidding Documents" means the following collection of documents prepared and issued by County relating to the Project:

- .1 Notice Inviting Bids;
- .2 Instructions to Bidders;
- .3 Bid Form;
- .4 Standard Form of Job Order (JOC) Contract Between County and Contractor (unsigned);
- .5 General Conditions to Standard Form of JOC Contract Between County and Contractor (Long Form);

- .6 Specifications;
- .7 Plans and Drawings;
- .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 1.1.22.2 through Subparagraph 1.1.22.10, above, are expressly cross-referenced therein or attached thereto, including, without limitation, all documents submitted by Contractor as part of its Bid or Post-Award Submittals.

1.1.24 Board of Supervisors. "Board of Supervisors" means the Board of Supervisors for the County of Riverside.

1.1.25 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. Under JOC a change in the Work is processed as "Supplemental Job Order."

1.1.26 Change Order. "Change Order" means a written instrument, signed in accordance with the requirements of the General Conditions, setting forth the agreement of County and Contractor on the terms of a Contract Adjustment.

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

1.1.28 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.*

1.1.29 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.

1.1.30 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.

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

.1 that is the result of

(a) a Compensable Change,

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

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

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

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

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

1.1.32 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.

1.1.33 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.

1.1.34 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.

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

1.1.36 Contract Documents. "Contract Documents" means the following collection of documents:

- .1 Job Order Contract, including Exhibits thereto;
- .2 Addenda;
- .3 General Conditions;
- .4 Specifications;
- .5 Plans and Drawings;
- .6 Modifications;
- .7 Reference Documents;
- .8 Job Orders
- .9 Supplemental Job Orders
- .10 Construction Task Catalogue (CTC)
- .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 executed Non-Collusion Declaration; and
- .18 if the 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 County, 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.

1.1.37 Contract Price. "Contract Price" means the dollar amount set forth in the JOC as the total possible compensation (maximum potential value) 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.

1.1.38 Contract Time. "Contract Time" means the total number of Days set forth in the JOC within which Contractor is obligated to complete approved Job Orders in accordance with the JOC pricing established for this contract and as extended or shortened by Contract Adjustments.

1.1.39 Contractor. "Contractor" means the person or entity identified by County as the Bidder receiving Award of the JOC Construction Contract.

1.1.40 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.

1.1.41 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.

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

1.1.43 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.

1.1.44 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.

1.1.45 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.

1.1.46 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.

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

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

1.1.49 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 Job Order Notice to Proceed, issued by the County.

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

1.1.51 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.

1.1.52 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.

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

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

1.1.55 Department of Industrial Relations. "Department of Industrial Relations" means The Department of Industrial Relations of the State of California.

1.1.56 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.

1.1.57 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.

1.1.58 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.

1.1.59 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.

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

1.1.61 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.).

1.1.62 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.

1.1.63 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".

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

1.1.65 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.

1.1.66 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.

1.1.67 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.

1.1.68 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.

1.1.69 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.

1.1.70 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.

1.1.71 Existing Improvements. "Existing Improvements" means all improvements located on the Site as of the Bid Closing Deadline, whether above or below the surface of the ground, including, but not limited to, existing buildings, utilities, infrastructure improvements and other facilities.

1.1.72 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.

1.1.73 Final Completion, Finally Complete. "Final Completion" and "Finally Complete" mean the point at which the following conditions have occurred with respect to an individual Job 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