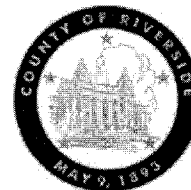


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.28
(ID # 4242)

MEETING DATE:

Tuesday, July 25, 2017

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA) AND RIVERSIDE UNIVERSITY
HEALTH SYSTEM :

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) AND RIVERSIDE UNIVERSITY
HEALTH SYSTEM: Riverside University Health System Pharmacy and Infusion
Clean Room Project – California Environmental Quality Act Exempt, Approval of
Amendment No. 2 to the Professional Services Agreement with HMC Architects
for Design Services, Approval of Construction Contract with GKK Works and
Project Budget, District 5. [\$1,895,700 - RUHS Enterprise Fund 40050 - 100%]
(Clerk to File Notice of Exemption)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve and include the Riverside University Health System (RUHS) Pharmacy and Infusion (PI) Clean Room Project to the Capital Improvement Program (CIP) project list;
2. Find that the RUHS PI Clean Room Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class I Existing Facilities Exemption; Section 15302, Class 2 Replacement or Reconstruction Exemption; and Section 15061 (b)(3) "Common Sense" Exemption, and direct the Clerk of the Board to file the attached Notice of Exemption;

ACTION: Policy, CIP

Jeff Van Wagenen, Managing Director EDA

7/12/2017

Zareh Saefian, Chief Executive Officer - Health System

7/12/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: July 25, 2017
xc: EDA, RUHS, Recorder

Kecia Harper-Ihem
Clerk of the Board

By

Deputy

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

RECOMMENDED MOTION: (Continued)

3. Approve and execute Amendment No. 2 to the professional services agreement between the County of Riverside (County) and HMC Architects (HMC) to increase the agreement by \$120,360 from \$99,950 to \$220,310 and authorize the Chairman of the Board to execute the Amendment on behalf of the County;
4. Authorize the use of the Easy Indefinite Quantity Construction (EZIQC) contracting sponsored by the National Joint Powers Alliance (NJPA) for a construction contract with GKK Works (GKK), of Riverside, California, for the RUHS PI Clean Room Project;
5. Approve the attached construction contract between the County and GKK in the amount of \$747,994, and authorize the Chairman of the Board to execute the contract on behalf of the County;
6. Authorize the Assistant County Executive Officer/EDA to administer Amendment No. 2 for HMC and the construction contract with GKK in accordance with applicable Board policies; and
7. Approve a project budget of \$1,895,700 and authorize the use of RUHS Enterprise Fund 40050 for the project, including reimbursement to the Economic Development Agency (EDA) for incurred project related expenses.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,000,000	\$ 895,700	\$ 1,895,700	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RUHS Enterprise Fund 40050 – 100%			Budget Adjustment: No	
			For Fiscal Year: 2017/18-2018/19	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On December 8, 2015, Item 3-19, the Board of Supervisors (Board) approved in-principle the RUHS PI Clean Room project and project development costs in the amount of \$300,000. The project development costs would help to bring the Hospital's Pharmacy facilities into compliance with the new United States Pharmacopeial Convention (USP) 797/800 Compounding Standards.

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

Services provided by the Pharmacy IV Room and Infusion Pharmacy need to continue without interruption during renovation. Working with RUHS pharmacy staff, the design team explored several options which included outsourcing to other compounding pharmacies as well as the purchase of a mobile clean room for compounding; neither option proved to be viable. The team decided to construct temporary clean room facilities adjacent to the existing clean rooms within the hospital.

On August 18, 2015, Item 3-28, the Board approved a pre-qualified list of architectural and engineering firms to be retained on an as-needed basis. Based on their experience and successful completion of similar projects, HMC was selected from the list of pre-qualified architects to provide design services for the project. An agreement was executed between the County and HMC and was issued a purchase order in the amount of \$84,650 for the project. On November 8, 2016, Purchasing approved Amendment No. 1 to HMC in the amount of \$15,300 for a new contract value of \$99,950; in order to explore and begin developing an interim Pharmacy to keep pharmacy capability within the hospital.

(Continued)

BACKGROUND:

Summary (Continued)

In order to keep the project moving forward and avoid any impacts to the project, EDA requests the Board approve Amendment No. 2 to increase the agreement for HMC by \$120,360 for a new contract value of \$220,310. HMC will complete the interim pharmacy design and their document submission to the Office of Statewide Health Planning and Development (OSHPD).

On October 18, 2011, Item 3.18, the Board ratified membership of the County in the NJPA. The County's membership in NJPA allows participation in the EZIQC program, a contract procurement method that allows EDA to move more quickly to the construction phase of a project and expedite project delivery.

GKK, an approved EZIQC contractor, received and reviewed the plans and specifications and walked the job site with County personnel. GKK has submitted their proposal in the amount of \$747,994 in accordance with the EZIQC contract for all phases of the project. This project delivery method will facilitate and expedite delivery of the project.

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

The upgrade of the RUHS Pharmacy and Infusion Center would consist of renovations to an existing facility. The RUHS Medical Center is an existing County facility that provides public health and medical services and the renovations to the Pharmacy and Infusion Center are needed to ensure compliance with USP 797 Pharmacy criteria. The renovations would include the establishment of a temporary Pharmacy and temporary Infusion Center within the existing facility to ensure that service is not disrupted. The renovations to upgrade the Pharmacy and Infusion Center would occur at the same site and in generally the same location as the previous facilities, on previously developed land, would not substantially increase or expand the use of the site, and is limited to the continued use of the site for the same purpose and with a similar capacity. No direct or indirect physical environmental impacts are anticipated from the RUHS PI Clean Room project; therefore, EDA recommends the Clerk of the Board file the attached Notice of Exemption for the project.

Impact on Residents and Businesses

Without the RUHS PI Clean Room project, both clean rooms would be out of compliance, jeopardizing RUHS' ability to prepare compound medicine within the hospital. The project will ensure that RUHS is in compliance with the USP 797/800 regulations and standards by correcting deficient areas with the hospital. The project will provide additional patient safety measures by reducing the potential for microbial contamination of compounded sterile preparations.

Contract History and Price Reasonableness

In accordance with the EZIQC contract, GKK provided a responsible and responsive proposal for the RUHS PI Clean Room Project. Cost reasonableness for the project is achieved through the fair market value of the construction goods and services established in the Construction Task Catalogue.

Design Consultant Contract History for HMC Architects

DESCRIPTION	AMOUNT	PERCENT	DESCRIPTION
Base Service Contract	84,650	0.00%	Original Pharmacy Design agreement with HMC Architects.
Amendment No. 1	15,300	18.07%	Explore Interim Pharmacy Design.
Amendment No. 2	120,360	142.19%	Complete Interim Pharmacy Design documents.

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

TOTAL	\$ 220,310	160.26%	
--------------	-------------------	----------------	--

Additional Fiscal Information

The approximate allocation of the project budget is as follows:

PROJECT BUDGET LINE ITEMS	BUDGET CATEGORY	PROJECT BUDGET AMOUNT
Architectural Design	1	235,000
Construction Management	2	110,000
Construction Contract	3	750,000
Offsite Construction	4	0
Project Management	5	55,000
Fixtures, Furnishings, Equipment	6	240,000
Other Soft Costs / Specialty Consultants	7	206,000
Project Contingency	8	169,700
Minor Construction	9	130,000
Project Budget		\$ 1,895,700

(Continued)

Additional Fiscal Information (Continued)


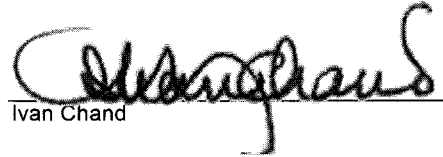
The project development costs in the amount of \$300,000, approved on December 8, 2015 (Item 3-19), and Amendment No. 2 in the amount of \$120,360 for HMC, have been incorporated within the project budget amount of \$1,895,700. All costs associated with this Board action will be 100% funded through RUHS Enterprise Fund 40050; therefore, no departmental budget adjustment is required at this time.

Attachments:

Notice of Exemption
Amendment No. 2 to HMC Architects
Construction Contract with GKK Works

RF:JV:VC:SP:CW:mg FM08430007288 4242-13578
S:\Project Management Office\FORM 11'S\Form 11's in Process\4242 - 13578_D10 - 007288 - RUHS Pharmacy & Clean Room
Proj - ProjBdgt, Amend2-HMC, & EZIQC-GKK_072517.doc

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

 
Rohini Dasika, Principal Management Analyst 7/17/2017 Ivan Chand 7/17/2017


Gregory V. Priamos, Director County Counsel 7/13/2017



Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on.

7/27/17
Date

klb
Initial

NOTICE OF EXEMPTION

May 11, 2017

Project Name: County of Riverside, Riverside University Health System (RUHS) Pharmacy and Infusion Center Clean Room Project, Moreno Valley

Project Number: FM08430007288

Project Location: : 26520 Cactus Avenue, east of Nason Street, Moreno Valley, County of Riverside, California; Assessor's Parcel Number (APN): 486-280-037

Description of Project: The County of Riverside RUHS Medical Center is seeking to upgrade the Pharmacy IV Room and Infusion Pharmacy within the existing RUHS Medical Center in order to comply with the new United States Pharmacopeial Convention (USP) 797 Pharmacy criteria. Services provided by the Pharmacy IV Room and Infusion Pharmacy need to continue without interruption while the renovations occur. As a result, the renovations would include the establishment of a temporary Pharmacy and temporary Infusion Center within the existing facility to ensure that service is not disrupted. The RUHS Medical Center renovations to the Pharmacy and Infusion Center would occur at the same site and in generally the same location as the previous generator, on previously developed land, would not increase or expand the use of the site, and is limited to the continued use of the site for the same purpose and capacity. No direct or indirect physical environmental impacts are anticipated with the renovations to the Pharmacy and Infusion Center. The upgraded Pharmacy and Infusion Center will be of similar size and capacity and will comply USP 797 Pharmacy criteria. The renovation of the Pharmacy and Infusion Center is identified as the proposed Project under the California Environmental Quality Act (CEQA). The operation of the facility will continue to provide medical services and will not result in an expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: County of Riverside, Economic Development Agency

Name of Person or Agency Carrying Out Project: County of Riverside, Economic Development Agency

Exempt Status: State California Environmental Quality Act (CEQA) Guidelines, Section 15301 Existing Facilities Exemption; Section 15302 Replacement or Reconstruction; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5 and 19, Sections 15061, 15301 and 15302.

Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA Guidelines Section 15300.2. The project will not cause an impact to an environmental resource of hazardous or critical concern nor would the project include unusual circumstances which could have the possibility of having a significant effect on the environment. The project would not result in impacts to scenic highways, hazardous waste sites, historic resources, or other sensitive natural environments, or have a cumulative effect to the environment. No significant environmental impacts are anticipated to occur with the renovations to the Pharmacy and Infusion Center at the RUHS Medical Center.

JUL 25 2017 3.28

P.O. Box 1180 • Riverside, California • 92502 • T: 951.955.8916 • F: 951.955.6406

www.rivcoeda.org

Administration
Aviation
Business Intelligence
Cultural Services
Community Services
Custodial

Housing
Housing Authority
Information Technology
Maintenance
Marketing

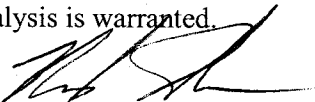
Economic Development
Edward-Dean Museum
Environmental Planning
Fair & National Date Festival
Foreign Trade
Graffiti Abatement

Parking
Project Management
Purchasing Group
Real Property
Redevelopment Agency
Workforce Development

- **Section 15301 (b)–Existing Facilities:** This Class 1 categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site’s use. The replacement of the existing emergency generator with a new generator of the same purpose and substantially similar capacity and would be within the RUHS Medical Center and would be consistent with the existing land use. The project, as proposed, is the upgrade of existing facilities within the RUHS Medical Center to maintain the appropriate level of medical services. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15302 (c) –Replacement or Reconstruction:** This Class 2 categorical exemption consists of the replacement or reconstruction of existing structures and facilities where the new structure will be located on the same site as the structure replaced and will have substantially the same purpose and capacity as the structure replaced. Under (c), replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity. The project, as proposed, is the upgrade of the Pharmacy and Infusion Center to maintain high quality health and medical services at the RUHS Medical Center. The Pharmacy and Infusion Center is part of an existing facility that provides medical services and the renovations would have the same purpose as the existing generator. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15302, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed upgrades to the Pharmacy and Infusion Center at an existing facility will not result in any direct or indirect physical environmental impacts. The construction of a temporary Pharmacy and Infusion Center to maintain essential medical and health services and renovations to upgrade the existing Pharmacy and Infusion Center would not increase the capacity of the site and would be installed to continue the provision of medical services at an existing facility. The use and operation of the generator at the RUHS Medical Center will be substantially similar to the existing use and will not create any new environmental impacts. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

Signed: _____



Date: _____

5/11/17

Mike Sullivan, Senior Environmental Planner
County of Riverside, Economic Development Agency

RIVERSIDE COUNTY CLERK & RECORDER

**AUTHORIZATION
TO BILL
BY JOURNAL VOUCHER**

Project Name: Riverside University Health System Medical Center Pharmacy and
Infusion Center Clean Room Project, Moreno Valley

Accounting String: 542040-30100-7200800000- FM08430007288

DATE: May 11, 2017

AGENCY: Riverside County Economic Development Agency

THIS AUTHORIZES THE COUNTY CLERK & RECORDER TO BILL FOR FILING AND
HANDLING FEES FOR THE ACCOMPANYING DOCUMENT(S).

NUMBER OF DOCUMENTS INCLUDED: One (1)

AUTHORIZED BY: Mike Sullivan, Senior Environmental Planner, Economic Development
Agency

Signature: 

PRESENTED BY: Charles Waltman, Supervising Facilities Project Manager, Economic
Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: May 11, 2017

To: Mary Ann Meyer, Office of the County Clerk

From: Mike Sullivan, Senior Environmental Planner, Project Management Office

Subject: **County of Riverside Economic Development Agency Project # FM08430007288**
Riverside University Health System Medical Center Pharmacy and Infusion Center Clean Room
Project, Moreno Valley

The Riverside County's Economic Development Agency's Project Management Office is requesting that you post the attached Notice of Exemption. Attached you will find an authorization to bill by journal voucher for your posting fee.

After posting, please return the document to:

Mail Stop #1330

Attention: Mike Sullivan, Senior Environmental Planner,

Economic Development Agency,

3403 10th Street, Suite 400, Riverside, CA 92501

If you have any questions, please contact Mike Sullivan at 955-8009.

Attachment

cc: file

THIS SECOND AMENDMENT is entered into by and between the COUNTY OF RIVERSIDE, ("COUNTY"), and HMC ARCHITECTS (herein referred to as "CONSULTANT"), regarding the Agreement for Professional Services entered into on January 20, 2016, and first amended on November 9, 2016.

1. Section 1. SCOPE OF SERVICES shall be modified in the first paragraph to add the following: CONSULTANT shall provide additional services to (1) complete the design (including MEP Trades) for the Temporary Pharmacy, (2) complete the design (including MEP Trades) including permitting for the Temporary Infusion Pharmacy, (3) to attend the additional meetings and provide architectural construction administrative services for the work scope in this Amendment as outlined in "Exhibit C" consisting of 5 pages and attached hereto and incorporated herein by this reference."

III. Section 3. COMPENSATION shall be modified in Paragraph 3.1 to add the following:

“The COUNTY shall pay the CONSULTANT for services performed and expenses incurred in accordance with the terms of Exhibit C. The total amount of additional compensation paid to the CONSULTANT under this Agreement shall not exceed \$120,360.00 plus reimbursable expenses of

Second Amendment with HMC ARCHITECTS
Pharmacy Clean Room Project (FM08430007288)

1 \$0.00 for a new not to exceed total of \$220,310.00 plus reimbursable expenses of \$0.00 unless a
2 written amendment to this Agreement is executed by both parties prior to performance of additional
3 services.

4
5 [REMAINDER OF PAGE LEFT BLANK]
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 IN WITNESS HEREOF, the parties hereto have caused their duly authorized representatives to execute
2 this Second Amendment.

3
4 "COUNTY"

5 COUNTY OF RIVERSIDE

6
7 By: 

8 Board of Supervisors

JOHN TAVAGNONE

CONSULTANT:

HMC ARCHITECTS


By: Charles Eyberg, Principle

Address: 3270 Inland Empire Blvd.

Ontario, CA 91764-4854

9
10
11 ATTEST:

12 KECIA HARPER-IHEM

13 Clerk of the Board

14 By: 

15 Deputy

16
17 (SEAL)

18
19
20
21
22 APPROVED AS TO FORM:

23 GREGORY P. PRIAMOS

24 County Counsel

25 By:  5/3/17

26 Marsha L. Victor, Chief Deputy

March 16, 2017 - **Revised**

(This letter supersedes the letters of October 26, 2016, September 30, 2017, and December 15, 2016)

Mr. Charles Waltman
Supervising Facilities Project Manager
Project Management Office
County of Riverside
Economic Development Agency
3403 Tenth Street, Suite 400
Riverside, CA 92501



Regarding: Riverside University Health System (RUHS)
26520 Cactus Avenue
Moreno Valley, CA 92555
HMC No. 2275014-000

Subject: Additional Services Request 2 (ASR 2): Proposal for Architectural / Engineering Additional Services for Pharmacy Upgrade

Dear Mr. Waltman:

HMC Architects is pleased to submit the following Proposal for Additional Services for Basic Architectural/Engineering Services for the above-mentioned project.

A. The Project:

RUHS is in the process of upgrading their Compounding and Infusion areas relating to the pharmacy for compliance with USP 797/800. An audit of their pharmacy and the areas used for sterile compounding of IV solutions and injectable medications resulted in a number of deficiencies that need to be addressed in order to bring the pharmacy into compliance with USP 797/800. The design team has completed the construction documents and have submitted them to OSHPD for review and comment. In addition, the design team has developed a separate set of drawings for a temporary pharmacy in an adjacent space. These drawing have been approved for construction by OSHPD.

B. Scope of Work:

Task 1: Temporary IV Pharmacy

The scope of work will involve the preparation of the temporary drawing package as a stand-alone set of drawings to be submitted to OSHPD through the OTC process. These additional drawings will show OSHPD where these services are being provided within the hospital while the existing pharmacy is under construction. The additional drawings will

show the equipment in the space along with the modifications to the mechanical and electrical systems supporting the equipment.

The additional scope of work is as follows:

- Site verification of existing conditions.
- Provide a floor plan indicating the layout of the space within Lounge/Library E 1120 space.
- Provide a floor plan indicating the existing furniture and equipment that will be relocated to Lounge/Library E 1120 space.
- Structural anchorage of the relocated equipment and verification of the adequacy of the floor framing for support of the equipment.
- Mechanical verification of the HVAC system.
- Electrical verification of the space and power use.
- Preparation of the OSHPD documentation needed for the OTC process.
- Meet with OSHPD at the OTC and obtain approval of the temporary drawing package.

Exclusions for Temporary IV Pharmacy:

The above scope of work excludes compliance with the design standards set forth in USP 797/800 for Pharmaceutical Compounding – Sterile Preparations per the Pharmacy staff for the temporary location only.

Task 2: Additional Tasks

The upgrade of the pharmacy for compliance with USP 797/800 continues to evolve. As a result, HMC along with the consultant team, continue to be engaged in additional tasks associated with the project that were not anticipated or have exceeded what was proposed. Some of the tasks that have taken place are as follows:

- Weekly call-in meetings to address progress of the project (eight (8) meetings total, four (4) on site and four (4) via conference call).
- Additional interface with OSHPD regarding the temporary pharmacy design.
- Monitor OSHPD's proposed schedule for review and approval of the project.
- Work with County's third party reviewer to address comments regarding USP 797/800 guidelines.

- Structural review of the existing floor slab for pharmacy equipment support.

Task 3: Temporary Infusion Pharmacy

The upgrade of the pharmacy for compliance with USP 797/800 continues to evolve. As a result of the upgrade, the tasks performed in the infusion pharmacy cannot be outsourced during the upgrade of the pharmacy as previously planned. Therefore, to address this issue, a temporary infusion pharmacy will be needed in the interim to maintain the tasks of the infusion pharmacy during the pharmacy upgrade.

To accomplish the temporary infusion pharmacy, a portion of the infusion center will be reconfigured to construct the temporary infusion pharmacy. The scope of work will involve the demolition of a portion of the infusion center and the construction of the temporary infusion pharmacy including the necessary equipment to perform the tasks of the infusion pharmacy. Then upon completion of the pharmacy upgrade, the infusion center will be deconstructed and returned to its original condition.

Task 4: Meetings and Schedule

The pharmacy upgrade has resulted in the development of two (2) temporary projects in order to maintain the pharmacy operations during the upgrade. The two projects are the temporary IV pharmacy and the temporary infusion pharmacy. In the discussions to arrive at these two (2) temporary projects, there has been there have been weekly conference calls dating back to April of 2016. HMC has been asked to participate in these meetings and to provide information, sketches and drawings for the hospital team to evaluate. HMC has not included this amount of time for meetings in their proposal to the County.

Under Task 2 above, HMC had allotted for four (4) meetings on site and four (4) meetings via conference call for a total of eight (8) meetings. Since September 30, 2016 there have been twenty-four (24) meetings going through the end of March 2017. This leaves sixteen (16) meetings that are unaccounted for with respect to compensation for HMC. It is anticipated that the construction manager will continue to hold these weekly meetings indefinitely. HMC has included time in Task 4 for future meetings by the construction manager, which are anticipated to run through the end of September 2017. The number of meetings that has been anticipated are five (5) during this period.

These two (2) temporary projects along with the pharmacy upgrade project have extended the schedule for the completion of the project itself as well as the construction administration effort to oversee the construction of all three (3) projects. The construction administration of these projects will require addition time and effort on HMC's part that has not been in the proposed compensation to HMC.

Task 5: Allowance/Contingency

An allowance/contingency has been included for the future unknown tasks that may be needed, additional meeting attendance and tasks requested by the hospital in support of the upgrade of the pharmacy.

C. Compensation:

HMC will provide the services outlined in the Scope of Work above for a fixed fee of One Hundred Twenty Thousand Sixty Dollars (\$120,060.00). The fee structure is as follows:

Task	Project / Discipline	Fee
Task 1	Temporary IV Pharmacy	
	Architectural	\$5,625.00
	Structural	\$0.00
	Mechanical, Electrical and Plumbing	\$3,400.00
	Subtotal	\$9,025.00
Task 2	Additional Tasks	
	Architectural	\$3,700.00
	Structural	\$2,000.00
	Mechanical, Electrical and Plumbing	\$4,200.00
	Additional Meetings	\$5,400.00
	Subtotal	\$15,300.00
Task 3	Temporary Infusion Pharmacy	
	Architectural	\$31,500.00
	Structural	\$5,800.00
	Mechanical, Electrical and Plumbing	\$15,000.00
	Subtotal	\$52,300.00

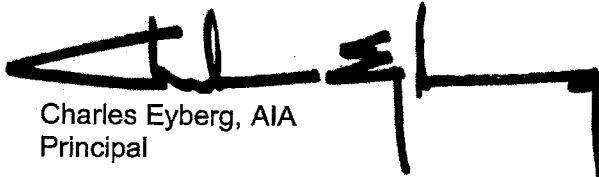
Mr. Charles Waltman
Supervising Facilities Project Manager
County of Riverside
Economic Development Agency
March 16, 2017 - **Revised**
Page 5

Task 4	Meetings and Schedule	
	Additional Architectural (thru March)	\$6,320.00
	Additional Construction Administration	\$5,440.00
	Additional Architectural (Five (5) Meetings)	\$1,975.00
	Structural	\$0.00
	Mechanical, Electrical and Plumbing	\$0.00
	Subtotal	\$13,735.00
Task 5	Allowance/Contingency	
	Architectural	\$30,000.00
	Subtotal	\$30,000.00
	Grand Total	\$120,360.00

Please review this Proposal and should you have any questions, please contact me at (909) 989-9979.

Sincerely,

HMC ARCHITECTS



Charles Eyberg, AIA
Principal

Attachments

cc: L. Eloff
File-AOA

EZIQC SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

EZIQC-GKK-FM08430007288.00

RUHS PHARMACY CLEAN ROOM PROJECT
PROJECT



PREPARED BY
COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY

TABLE OF CONTENTS

	Number of Pages
NJPA Membership Agreement	<u>1</u>
NJPA Indefinite Quantity Construction Agreement	<u>5</u>
EZIQC Work Order Signature Document	<u>1</u>
EZIQC Work Order Construction Contract - County & Contractor	<u>6</u>
Payment Bond	<u>5</u>
Performance Bond	<u>6</u>
Workers' Compensation Certificate	<u>1</u>
Certificate of Liability Insurance	<u>1</u>
Declaration of Sufficiency of Funds	<u>3</u>
Supplemental General Conditions of the Standard Form NJPA IQC-Work Order Contract (EZIQC) between County & Contractor	<u>113</u>
Plans and Specifications by (Name of Architect/Engineer)	<u>SET</u>
Construction Task Catalog & Technical Specifications (CD)	<u>ON FILE WITH EDA</u>

MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER



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

Witnesseth:

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

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

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

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

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

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

Term:

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

THEREFORE, IN WITNESS THEREOF,

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

Member Name:

By

AUTHORIZED SIGNATURE

TITLE

DATE

National Joint Powers Alliance®

200 1st Street NE, Suite 1
Staples, MN 56479

AUTHORIZED SIGNATURE

TITLE

DATE

FORM APPROVED COUNTY COUNSEL

BY:

NEAL R. KIPNIS

DATE

09/21/2010



National Joint Powers Alliance®

INDEFINITE QUANTITY CONSTRUCTION AGREEMENT

IFB NUMBER: CA-RC01GCO-102015-GKK

GEOGRAPHIC AREA California – Riverside County

This Agreement dated October 20, 2015, by and between the National Joint Powers Alliance, hereinafter referred to as NJPA and gkkworks Construction Services at the following address 3600 Lime Street, Suite 411, Riverside, CA 92501

hereinafter referred to as the CONTRACTOR.

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

ARTICLE 1. CONTRACT DOCUMENTS

- A. Contract Documents: This Agreement; the IFB Documents; (Book 1 - Project Information, Instructions to Bidders and Execution Documents; Book 2 - IQCC Standard Terms and Conditions and General Conditions; Book 3 - Construction Task Catalog (CTC), Book 4 - Technical Specifications) and Addenda thereto, the Bid Deposit, all payment and performance bonds (if any), material and workmanship bonds (if any); wage rate decisions and certified payroll records (if any); Notice of Award; all modifications issued thereto, including Supplemental Work Orders/Change Orders and written interpretations and all Purchase Orders and accompanying documents (Requests for Proposals, Detailed Scopes of Work, Work Order Proposals, etc.) issued hereunder.
- B. The terms and conditions of a Purchase Order issued by an NJPA Member in connection with any Work Order, including supplemental technical specifications referenced therein, shall govern.
- C. The Contractor shall, within two (2) business days of receipt of a Purchase Order from an NJPA Member, provide notification to NJPA or their designated representative of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@EZIQC.com or via facsimile to (864) 233-9100.
- D. The Contractor shall, within two (2) business days of sending an Invoice to an NJPA Member, provide notification to NJPA or their designated representative of each Invoice by forwarding a copy of the Invoice via email to Invoice@EZIQC.com or via facsimile to (864) 233-9100.

ARTICLE 2. SCOPE OF WORK

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

ARTICLE 3. THE AGREEMENT PRICE

- A. This Agreement is an indefinite-quantity contract for construction work and services. The Estimated Annual Value of this Agreement is \$ 4,500,000. This is only an estimate and may increase or decrease at the discretion of NJPA.
- B. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the unit price appearing therein multiplied by the following Adjustment Factors:
- C. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the unit price appearing therein multiplied by the following Adjustment Factors **TO BE ENTERED BY NJPA:**
 - a. Normal Working Hours: Work performed from 7:00am until 4:00pm Monday to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.2430
(Specify to four (4) decimal places)
 - b. Other Than Normal Working Hours: Work performed from 4:00pm to 7:00am Monday to Friday, and any time Saturday, Sunday and Holidays. Contractor shall perform Tasks during Other Than Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.3079
(Specify to four (4) decimal places)
 - c. Non Pre-priced Adjustment Factor: To be applied to Work deemed not to be included in the CTC but within the general scope of the work:

1.1892
(Specify to four (4) decimal places)

ARTICLE 4. TERM OF THE AGREEMENT

- A. The base term shall be one year with three one year options. The total term of the Contract shall not exceed four years (unless extended by NJPA per the Terms of this Contract). The Contractor may withdraw from the Agreement on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. NJPA may, for any reason, terminate this Agreement at any time.

- B. All Purchase Orders issued during a term of this Agreement shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Agreement apply to each Purchase Order.

ARTICLE 5. SOFTWARE LICENSING

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

ARTICLE 6. IQCC SYSTEM LICENSE

- A. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian's contract with NJPA, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary IQCC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to NJPA and NJPA Members under this Contract ("Limited Purpose"). The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's IQCC Applications and support documentation, Construction Task Catalog, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian. In the event this Contract expires or terminates as provided herein, or the Gordian's contract with NJPA expires or terminates, this IQCC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.
- B. Contractor acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.
- C. Contractor acknowledges and agrees to respect the copyrights, trademarks, 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 Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Agreement by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either

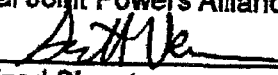
party to this IQCC System License to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses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

- D. In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Contract or any Work Order, Purchase Order or similar purchasing document (Purchase Order) issued by NJPA or an NJPA Member, this IQCC System License shall take precedence.

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

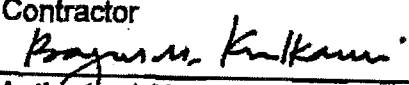
By:

National Joint Powers Alliance



Authorized Signature

Contractor



Authorized Signature

Praful Kulkarni

Print Name

Contract Number: CA-RC01G CD-102015-GKK (assigned by NJPA)

ANNUAL RENEWAL AND MODIFICATION OF AGREEMENT

gkkworks Construction Services
3600 Lime Street, Suite 411
Riverside, CA 92501

and

National Joint Powers Alliance® (NJPA)
202 12th Street NE
Staples, MN 56479

Whereas: "Vendor" and "NJPA" have entered into 1) an "Acceptance of Bid and IFB Award # CA-RC01GCO-102015-GKK" with an effective date of October 20, 2015, a maturity date of October 19, 2019, and which are subject to annual renewals at the option of both parties.

MODIFICATION: FIRST RENEWAL OPTION PERIOD

Pursuant to the agreement between the parties, a new Construction Task Catalog® will be furnished on the anniversary of the solicitation and will be in effect for the twelve (12) month period after the anniversary of the award date. The following is the Construction Task Catalog® for the next option period:

August 2016 - California, Southern - Riverside County, General.

Pursuant to the agreement between the parties, the Adjustment Factors shall remain fixed for the duration of the contract and are as follows:

CA-RC01GCO-102015-GKK

ADJUSTMENT FACTOR

Normal Working Hours
Other than Normal Working Hours
Non Pre-priced

1.2430
1.3079
1.1892

Now therefore:

"Vendor" and "NJPA" hereby desire and agree to extend and renew the above defined contract and with the above identified modifications for the period of October 20, 2016 through October 19, 2017.

National Joint Powers Alliance® (NJPA)

By: Jeremy Schwartz, Its: NJPA Director of Cooperative Contracts and Procurement/CPO

Name printed or typed: Jeremy Schwartz

Date: 9/13/16

gkkworks Construction Services- #CA-RC01GCO-102015-GKK

By: Robert Goods, Its: PROJECT DIRECTOR

Name printed or typed: ROBERT GOODS

Date: 9/9/16

If you do not want to extend this contract, please sign below and return this agreement.
Discontinue: We desire to discontinue this contract.

Signature: _____

Date: _____



Work Order Signature Document

EZIQC Contract No.: CA-RC01GCO-102015-GKK

☒

New Work Order

☐

Modify an Existing Work Order

Work Order Number.: eZIQC-GKK-FM08430007288.0 Work Order Date: 06/23/2017

Work Order Title: RUHS-Medical Center Pharmacy Clean Room Upgrades - gkk works

Owner Name: EDA County of Riverside Contractor Name: gkkworks Construction Services

Contact: Charles Waltman Contact: Rob Good

Phone: (951) 955-4897 Phone: (949) 250-1500

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of NJPA EZIQC Contract No CA-RC01GCO-102015-GKK.

Brief Work Order Description:

Modifications to Pharmacy and Infusion Center to be Compliant with New Regulations. eZIQC Project No.047735

Time of Performance

Estimated Start Date: 07/25/2017

Estimated Completion Date: 08/13/2018

Liquidated Damages

Will apply:

☒

Will not apply:

☐

Work Order Firm Fixed Price: \$747,994.29

Owner Purchase Order Number: eZIQC-GKK-FM08430007288.00

Approvals

EDA County of Riverside

7.5.17

Date

Contractor

6/23/17

Date

Detailed Scope of Work

To: Rob Good
gkkworks Construction Services
2355 Main Street, Suite 220
Irvine, CA 92614
(949) 250-1500

From: Charles Waltman
EDA County of Riverside
3403 Tenth St. Suite 500
Riverside, CA 92501
(951) 955-4897

Date Printed: June 23, 2017

Work Order Number: ezIQC-GKK-FM08430007288.00

Work Order Title: RUHS-Medical Center Pharmacy Clean Room Upgrades - gkk works

Brief Scope: Modifications to Pharmacy and Infusion Center to be Compliant with New Regulations. ezIQC Project No.047735

☐

Preliminary

☐

Revised

☒

Final

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

Project 1. To be completed per prints by HMC Architechs dated 04/19/2017, Approved by OSHPD 6/1/17
#S162705-33-0

Plan Pages in Set, G0-01, G0-02, A1-1, A2-1, A2-2, A3-1, A3-2, A4-1, A5-1, A5-2

Project 2. To be completed per Prints by HMC Architects dated 11/16/16, Approved by OSHPD 12/7/16
#S162829-33-0

Plan Pages in Set, G0-01, A1-1, A2-1, A3-1, A4-1, A5-1, S0-1, S1-1, S1-2, S2-1, E0-1, E0-2, E0-3, E0-4, E0-5, E0-6, E2-1, E2-2, E2-3, E2-4, M0-1, M2-1, P0-1, P0-2, P2-1

Project 3. To be completed per Prints by HMC Architects dated 04/17/17, Approved by OSHPD 7/17/17
#S170800-33-0

Plan Pages in Set, G0-01, A1-1, A2-1, A3-1, A4-1, A5-1, S0-1, S1-1, S1-2, S2-1, E0-1, E0-2, E0-3, E0-4, E2-1, E2-2, E2-3, E2-4, M0-1, M0-2, M0-3, M0-4, M2-1, P0-1, P2-1

Additional Clarifications as described below:

Contractor to submit additional back up documentation for all NPP items as required by the NJPA agreement to consist of three supplier or subcontractor quotes per NPP item. If a more cost-effective supplier/subcontractor is found for any NPP item, a credit will be issued to the Owner for the difference in cost in a future supplemental.

Project 1

1. All existing equipment that is not seismically restrained will be as part of this project, up to 3 pieces.
2. Keying applies only to new doors at a QTY of 2, Assume existing Doors are already keyed alike.
3. Proposal includes Room pressure monitors and Pressure sensors over doors at Infusion Center, sheet M2-3, but does not include the wiring to the devices of each type identified (sensor, gauge and monitor), as required at the two locations.

Detailed Scope of Work Continues..

Work Order Number: eziQC-GKK-FM08430007288.00

Work Order Title: RUHS-Medical Center Pharmacy Clean Room Upgrades - gkk works

4. Proposal includes the procurement and installation of the fume hood. It is not as noted on sheet M2-3 (existing for the new work). If the fume hood is later furnished by the owner (OFCL), a credit will be issued to the Owner in a future supplemental for this item. If this fume hood priced in the proposal is insufficiently sized, it will be properly sized and accounted for in a future supplemental.
5. Project is priced to be completed as a whole and not in part.
6. Sheet E2-3 Note 3 requires existing electrical ceiling devices inside area or work, whether shown or not on plans to be removed and relocated to the new ceiling and reconnected to applicable codes. An amount of \$10,000.00 is carried for this purpose; the actual amount will be determined during the course of construction and priced per the CTC. This unknown amount will be reconciled against the existing \$10,000.00.

Projects 1 & 3

On 6/21/17 the Design team, Owner, and Contractor met to discuss HVAC sequencing problems in Project 1 and Project 3. The outcome of the meeting was to add a pre-phase of additional HVAC and Architectural protection work in order to maintain the current use in rooms C1082 and C1083. An allowance of \$50,000 is included in this proposal for Project 1, for this additional prephase work to include the following:

1. Relocation of existing piping and ducting above the ceiling in the Infusion Center area for creating space for new Terminal A/C unit.
2. Temporary ducting from the new Terminal A/C unit to adjacent areas that need to keep a working air supply during construction.
3. Relocation of the new Terminal A/C unit to another area that is not above the temporary Chemo Lab. Extend the lengths of the ductwork connections to the new area.
4. Install several new duct taps with control dampers which will be required due to phasing requirements (not currently shown on the drawings).
5. Redesign of temporary ceiling at Temporary Chemo Lab to allow workers access and construction loads required to perform work over the Temporary Chemo Lab while in use.
6. Increase the scope of Containment needed due to construction phasing requirements.
7. Temporary relocation of fire sprinkler heads due to construction phasing requirements.
8. Reframing of the existing wall (above the ceiling) to allow access, due to construction phasing requirements, from the existing Infusion Center lab to the temporary Chemo Lab.
9. Allowance for unforeseen conditions above the ceiling not currently found or accounted for in the OSHPD approved drawings.

At this time, the prephase work needs to be designed and coordinated by the Design team. Once the actual scope is designed and quantified, the Contractor shall price the work from the CTC and this will be charged against the allowance of \$50,000; any outstanding balance not utilized shall be returned to the Owner in a future supplemental. It is noted that Project 3 already accounts for removal/relocation of existing Overhead utilities and medical gases. The quantities identified in Project 3 for this purpose will be reconciled against actual quantities identified during construction.

The SiPass Driver, Modular Equipment Controller (Item # 23 09 23 00-0704) priced in both Projects 1 and Project 3 will be verified as to the appropriateness for the project. If these controllers are not the correct ones for the HVAC controls operation required, the correct ones will be selected from the CTC, and any cost difference will be addressed in a future supplemental.

Detailed Scope of Work Continues..

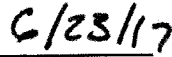
Work Order Number: ezIQC-GKK-FM08430007288.00

Work Order Title: RUHS-Medical Center Pharmacy Clean Room Upgrades - gkk works

Subject to the terms and conditions of JOC Contract **CA-RC01GCO-102015-GKK**.



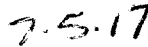
Contractor



Date



EDA County of Riverside



Date



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

by and between

GKK WORKS CONSTRUCTION SERVICES

(the "Contractor")

And

THE COUNTY OF RIVERSIDE

(the "County")

FOR:

**RUHS PHARMACY CLEAN ROOM PROJECT
EZIQC-GKK-FM08430007288.00**

LOCATED AT:

26520 CACTUS AVENUE, MORENO VALLEY, CA 92253

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

THIS EZIQC WORK ORDER CONSTRUCTION CONTRACT BETWEEN COUNTY AND CONTRACTOR ("Work Order Agreement") is entered into as of the date of the last signature on the signature page of this contract, by and between **THE COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County") and GKK Works Construction Services, a Corporation ("Contractor"), whose principal place of business is located at 3600 Lime St., Riverside, CA.

ARTICLE 1 DEFINITIONS

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

ARTICLE 2 PERFORMANCE OF WORK

2.1 SCOPE OF WORK

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

2.2 STANDARD OF PERFORMANCE

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

2.2.1 the requirements of the Contract Documents;

2.2.2 the requirements and conditions of Applicable Laws;

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

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

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

ARTICLE 3 CONTRACT TIME

3.1 CONTRACT TIME

3.1.1 Substantial Completion. Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Substantial Completion of the entire Work not later than Five Hundred Forty Eight (548) Days after the Date of Commencement.

3.1.2 Final Completion. Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Final Completion of the Work not later than Thirty (30) Calendar Days after the actual occurrence of Substantial Completion.

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

3.2 LIQUIDATED DAMAGES TO COUNTY

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

3.2.2 Per Diem Rate. If Contractor fails to actually achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, Contractor shall pay to County as liquidated damages the amount of One Thousand Dollars (\$1,000) per Day for each Day occurring after the expiration of the Contract Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work.

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

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

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

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

3.3. LIQUIDATED DAMAGES TO CONTRACTOR

3.3.1 Contractor's Right. County and Contractor acknowledge and agree that if Contractor is unable due to Compensable Delay to actually achieve Substantial Completion of the Work within the Contract Time for Substantial Completion, Contractor and its affected Subcontractors will suffer Losses that would be both extremely difficult and impracticable to ascertain. On that basis they agree, as a reasonable estimate of those Losses and not a penalty, to the payment by County to Contractor of liquidated damages under this Section 3.3.

3.3.2 Daily Rate. Subject to the provisions of Paragraph 8.2.8 of the Supplementary General Conditions dealing with concurrency of Delays, the Contract Price shall be increased by Change Order or Unilateral Change Order in the amount of Five Hundred Dollars (\$500) per Day as liquidated damages for each Day for which Contractor is entitled under the Contract Documents to a Contract Adjustment extending the Contract Time for Substantial Completion due to Compensable Delay, with no additional amount added thereto or calculated thereon for Allowable Markup or any other markup for overhead or profit to Contractor or any Subcontractor, of any Tier.

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

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

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

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

3.3.7 WAIVER BY CONTRACTOR.

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

ARTICLE 4 CONTRACTOR COMPENSATION

4.1 CONTRACT PRICE

4.1.1 Contract Price. County shall pay the Contractor in current funds for the Contractor's performance of the Work in accordance with the Contract Documents the Contract Price, exclusive of Contract Adjustments, of Seven Hundred Forty Seven Thousand, Nine Hundred Ninety Four Dollars (\$747,994).

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

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

4.1.4 All-Inclusive Price. The Contract Price as adjusted for Contract Adjustment permitted by the Contract Documents is the total amount payable by County to Contractor for performance of the Work under the Contract Documents and is deemed to cover all Losses, foreseeable or unforeseeable, arising out of or related to past, present or future circumstances within or outside the control of the Contractor or its Subcontractors affecting the time or cost of performing

the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and unforeseen fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally).

4.2 WORK ORDER

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

Number	Description	Dollar Amount
ezIQC-GKK-FM08430007288.00	RUHS Pharmacy Clean Room	\$747,994

4.3 UNIT PRICES

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

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

ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

5.1 LIST OF CONTRACT DOCUMENTS

The Contract Documents include, without limitation, the following:

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

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

5.1.3 Specifications. The Contract Documents include the following Specifications:

Title	Date	Divisions
Main Pharmacy	06/01/17	Mechanical, Electrical, Plumbing and Finishes
Temp. Chemo	05/17/17	Mechanical, Electrical, Plumbing and Finishes
Temp IV	12/07/16	Mechanical, Electrical, Plumbing and Finishes

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

Sheet Number	Title	Date	Pages
1. All sheets included in the referenced drawing set	Modifications to Pharmacy and Infusion Center Project	OSHDP Permit date 06/01/17	39
2. All sheets included in the referenced drawing set	Modifications to Pharmacy Temp. Chemo Room	OSHDP Permit date 05/17/17	25
3. All sheets included in the referenced drawing set	Modifications to Pharmacy Temp. IV Room	OSHDP Permit date 12/07/16	25

5.1.5 Also incorporated herein are:

- 5.1.5.1. NJPA Membership Agreement (executed)
- 5.1.5.2. NJPA Indefinite Quantity Construction Agreement
- 5.1.5.3. EZIQC Work Order Signature Document

ARTICLE 6 SPECIAL REQUIREMENTS

6.1 LABOR CODE SECTION 1861 CERTIFICATION

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

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

IN WITNESS WHEREOF, the parties hereto have made and executed three (3) originals of this Construction Contract, on _____ [to be filled in by Clerk of the Board].

[SIGNATURES ON FOLLOWING PAGE]

"COUNTY"

COUNTY OF RIVERSIDE

By: 

Dated

JUL 25 2017

JOHN F. TAVAGLIONE
Chairman, Board of Supervisors

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: 

Deputy

Dated

JUL 25 2017

(SEAL)

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By: 

Dated

7/11/17

Marsha L. Victor
Chief Deputy County Counsel

"CONTRACTOR"

GKK Works Construction Services

(sign on line above)

By: ROBERT GOOD

(type name)

Title: PROJECT DIRECTOR

The following information must be provided
concerning the Contractor:

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

CALIFORNIA

If "other", enter legal form of business:

Enter address: (CORPORATE OFFICE)
2355 MAIN ST. STE 220
IRVINE, CA 92614

Telephone: 949-250-1500

Facsimile:

Email: RGOOD@GKKWORKS.COM

Employer State

Tax ID #: C2059553

State Contractor License #: 774456 EXP. 2/28/18

DIR Registration #: 1000018436

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

If Contractor is a corporation, state:

Name of President: PRAFUL KULKARNI

Name of Secretary: DAVID HUNT

State of Incorporation: CALIFORNIA

Executed in triplicate original

Bond No. 1001085476

Premium: Included in
Performance Bond

PAYMENT BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors has awarded Construction Contract Number EZIQC-GKK-FM08430008285 ("Contract") to GKK Works Construction Services as Principal ("Principal") to perform the work ("Work") for the RUHS-MC Kitchen Remodel and Upgrade project;

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

NOW THEREFORE, we, the Principal and American Contractors Indemnity Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Seven Hundred Forty Seven Thousand Nine Hundred Ninety Four and 00/100ths Dollars (\$ 747,994.00), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

GKK Works Construction Services
(Firm Name – Principal)

2355 Main Street, Suite 220
Irvine, CA 92505

(Business Address)

By *Raymond M. Larkman*
(Original Signature)

PRESIDENT + CEO

(Title)

Affix Seal if Corporation

American Contractors Indemnity Company
(Corporation Name – Surety)

625 The City Drive South, Suite 205
Orange, CA 92868

(Business Address)

By *Erik Johansson*
(Signature – Attached Notary's Acknowledgment)
Erik Johansson

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Affix Corporate Seal

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)

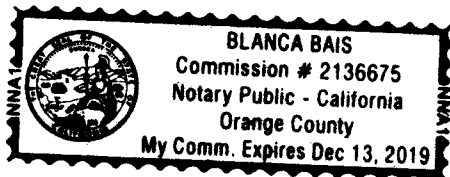
On June 29, 2017 before me, Blanca Bais, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Pratue Kulkarni
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Blanca Bais
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Payment Bond Document Date: 6/29/17
Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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

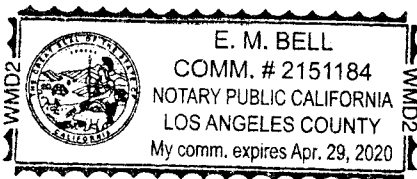
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of Orange)On JUN 28 2017 before me, E. M. Bell, Notary Public,
Date Here Insert Name and Title of the Officerpersonally appeared Erik Johansson
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Erik Johansson, Jennifer Anaya, Frances Lefler, Ellen Bell,
Melissa Lopez of Tustin, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed *****Thirty Million***** Dollars (\$ *30,000,000.00**).

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

Daniel P. Aguilar, Vice President

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

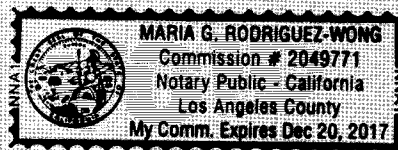
State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature

(Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this 28 day of JUN 28 2017.

Corporate Seals

Bond No. 1001085776
Agency No. 19261



Kio Lo, Assistant Secretary

Executed in triplicate original

Bond No. 1001085476

Premium: \$14,960.00

PERFORMANCE BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors has awarded Construction Contract Number EZIQC-GKK-FM08430008285 ("Contract") to GKK Works Construction Services as Principal ("Principal") to perform the work ("Work") for the RUHS-MC Kitchen Remodel and Upgrade project, which Contract is by this reference hereby incorporated herein and made a part hereof;

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

NOW THEREFORE, we, the Principal and American Contractors Indemnity Company ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Seven Hundred Forty Seven Thousand Nine Hundred Ninety Four and 00/100ths Dollars (\$ 747,994.00), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

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

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

Affix Seal if Corporation

GKK Works Construction Services
(Firm Name – Principal)

2355 Main Street, Suite 220
Irvine, CA 92614

(Business Address)

By 
(Original Signature)

PRESIDENT + CEO
(Title)

American Contractors Indemnity Company
(Corporation Name – Surety)

625 The City Drive South, Suite 205
Orange, CA 92868

(Business Address)

By 
(Signature – Attached Notary's Acknowledgment)

Erik Johansson

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Affix Corporate Seal

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)

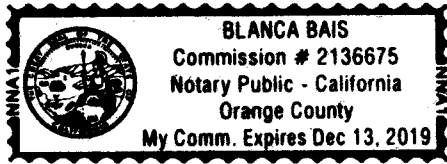
On June 29, 2017 before me, Blanca Bais, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Pratib Kulkarni
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Blanca Bais
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

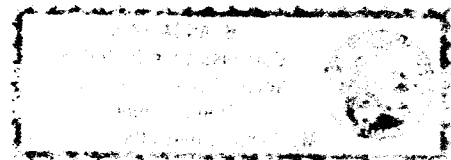
Description of Attached Document

Title or Type of Document: Performance Bond Document Date: 6/29/17
Number of Pages: 1 Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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



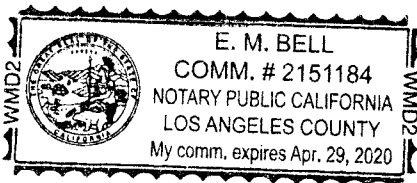
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

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

State of California)

County of Orange)On JUN 28 2017 before me, E. M. Bell, Notary Public
Date Here Insert Name and Title of the Officerpersonally appeared Erik Johansson
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature [Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

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

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

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

Signer Is Representing: _____

Signer's Name: _____

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

Signer Is Representing: _____

POWER OF ATTORNEY

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS: That American Contractors Indemnity Company, a California corporation, Texas Bonding Company, an assumed name of American Contractors Indemnity Company, United States Surety Company, a Maryland corporation and U.S. Specialty Insurance Company, a Texas corporation (collectively, the "Companies"), do by these presents make, constitute and appoint:

Erik Johansson, Jennifer Anaya, Frances Lefler, Ellen Bell,
Melissa Lopez of Tustin, California

its true and lawful Attorney(s)-in-fact, each in their separate capacity if more than one is named above, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver **any and all bonds, recognizances, undertakings or other instruments or contracts of suretyship to include riders, amendments, and consents of surety, providing the bond penalty does not exceed** *****Thirty Million***** **Dollars (\$ *30,000,000.00**)**.

This Power of Attorney shall expire without further action on December 20, 2017. This Power of Attorney is granted under and by authority of the following resolutions adopted by the Boards of Directors of the Companies:

Be it Resolved, that the President, any Vice-President, any Assistant Vice-President, any Secretary or any Assistant Secretary shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

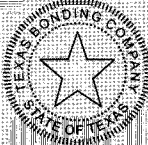
Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements or indemnity and other conditional or obligatory undertakings, including any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts, and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be binding upon the Company as if signed by the President and sealed and effected by the Corporate Secretary.

Be it Resolved, that the signature of any authorized officer and seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signature or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached.

IN WITNESS WHEREOF, The Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 1st day of December, 2014.

AMERICAN CONTRACTORS INDEMNITY COMPANY TEXAS BONDING COMPANY
UNITED STATES SURETY COMPANY U.S. SPECIALTY INSURANCE COMPANY

Corporate Seals



By:

Daniel P. Aguilar, Vice President

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

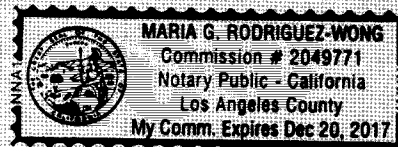
State of California
County of Los Angeles SS:

On this 1st day of December, 2014, before me, Maria G. Rodriguez-Wong, a notary public, personally appeared Dan P. Aguilar, Vice President of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.

Signature

(Seal)



I, Kio Lo, Assistant Secretary of American Contractors Indemnity Company, Texas Bonding Company, United States Surety Company and U.S. Specialty Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Los Angeles, California this JUN 28 2017 day of JUN 28 2017.

Corporate Seals

Bond No. 1001085476
Agency No. 19261



Kio Lo, Assistant Secretary

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.

GKKWORKS CONSTRUCTION SERVICES

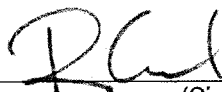
(Name of Contractor)

PROJECT DIRECTOR

By:

ROBERT GOUD

(Name of Signer)



(Signature)

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



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)
06/21/2017

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

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

PRODUCER Willis Insurance Services of California, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME:	
	PHONE (A/C, No, Ext): 1-877-945-7378	FAX (A/C, No): 1-888-467-2378
INSURED Gkkworks 2355 Main St., Suite 220 Irvine, CA 92614	E-MAIL ADDRESS: certificates@willis.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Valley Forge Insurance Company	
	INSURER B: Continental Casualty Company	
	INSURER C: Zurich American Insurance Company	
	INSURER D:	
INSURER E:		
INSURER F:		

COVERAGES**CERTIFICATE NUMBER:** W2676031**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Y	Y	4030398324	07/01/2016	07/01/2017	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
	OTHER:						
B	AUTOMOBILE LIABILITY	Y	Y	5086577152	07/01/2016	07/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						
	<input type="checkbox"/> NON-OWNED AUTOS ONLY						
	<input type="checkbox"/> AUTOS ONLY						
	UMBRELLA LIAB						EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR						AGGREGATE \$
	<input type="checkbox"/> CLAIMS-MADE						
	DED RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	Y	5086577166	07/01/2016	07/01/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Business Pers. Prop.	N	N	CPP017447002	07/01/2016	07/01/2017	See Attached

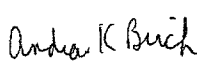
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This Voids and Replaces Previously Issued Certificate Dated 05/26/2017 WITH ID: W2341768.

Re: All operations for Riverside University Health System Medical Center.

County of Riverside, its agencies, districts, special districts and departments, and their respective directors, officers, elected or appointed officials, agents, employees and representatives, including, without limitation, the

CERTIFICATE HOLDER**CANCELLATION**

County of Riverside EDA Attn: Nahid Selbe P.O. Box 1180 Riverside, CA 92502	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2015 ACORD CORPORATION. All rights reserved.

AGENCY CUSTOMER ID: _____

LOC #: _____

**ADDITIONAL REMARKS SCHEDULE**Page 2 of 2

AGENCY Willis Insurance Services of California, Inc.		NAMED INSURED Gkkworks 2355 Main St., Suite 220 Irvine, CA 92614
POLICY NUMBER See Page 1		
CARRIER See Page 1	NAIC CODE See Page 1	EFFECTIVE DATE: See Page 1

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

members of the Board of Supervisors, and all other Indemnitees are included as Additional Insureds as respects to General Liability and Auto Liability.

General Liability policy shall be Primary and Non-contributory with any other insurance in force for or which may be purchased by Additional Insureds.

Waiver of Subrogation applies in favor of Additional Insureds with respects to General Liability, Auto Liability and Workers Compensation as permitted by law.

ADDITIONAL COVERAGE SCHEDULE

COVERAGE	LIMITS
POLICY TYPE: Blanket Business Personal Property CARRIER: Zurich American Insurance Company POLICY TERM: 07/01/2016 - 07/01/2017 POLICY NUMBER: CPP017447002	Limit: \$4,800,000 All Risk subject to policy exclusions.



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

It is understood and agreed as follows:

- I. The **WHO IS AN INSURED** section is amended to add as an **Insured** any person or organization whom the **Named Insured** is required by **written contract** to add as an additional insured on this **coverage part**, including any such person or organization, if any, specifically set forth on the Schedule attachment to this endorsement. However, such person or organization is an **Insured** only with respect to such person or organization's liability for:
 - A. unless paragraph B. below applies,
 1. **bodily injury, property damage, or personal and advertising injury** caused in whole or in part by the acts or omissions by or on behalf of the **Named Insured** and in the performance of such **Named Insured's** ongoing operations as specified in such **written contract**; or
 2. **bodily injury or property damage** caused in whole or in part by **your work** and included in the **products-completed operations** hazard, and only if
 - a. the **written contract** requires the **Named Insured** to provide the additional insured such coverage; and
 - b. this **coverage part** provides such coverage.
 - B. **bodily injury, property damage, or personal and advertising injury** arising out of **your work** described in such **written contract**, but only if:
 1. this **coverage part** provides coverage for **bodily injury or property damage** included within the **products completed operations** hazard; and
 2. the **written contract** specifically requires the **Named Insured** to provide additional insured coverage under the 11-85 or 10-01 edition of CG2010 or the 10-01 edition of CG2037.
- II. Subject always to the terms and conditions of this policy, including the limits of insurance, the Insurer will not provide such additional insured with:
 - A. coverage broader than required by the **written contract**; or
 - B. a higher limit of insurance than required by the **written contract**.
- III. The insurance granted by this endorsement to the additional insured does not apply to **bodily injury, property damage, or personal and advertising injury** arising out of:
 - A. the rendering of, or the failure to render, any professional architectural, engineering, or surveying services, including:
 1. the preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
 2. supervisory, inspection, architectural or engineering activities; or
 - B. any premises or work for which the additional insured is specifically listed as an additional insured on another endorsement attached to this **coverage part**.
- IV. Notwithstanding anything to the contrary in the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS**, the Condition entitled **Other Insurance**, this insurance is excess of all other insurance available to the additional insured whether on a primary, excess, contingent or any other basis. However, if this insurance



Blanket Additional Insured - Owners, Lessees or Contractors - with Products-Completed Operations Coverage Endorsement

is required by **written contract** to be primary and non-contributory, this insurance will be primary and non-contributory relative solely to insurance on which the additional insured is a named insured.

- V. Solely with respect to the insurance granted by this endorsement, the section entitled **COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended as follows:

The Condition entitled **Duties In The Event of Occurrence, Offense, Claim or Suit** is amended with the addition of the following:

Any additional insured pursuant to this endorsement will as soon as practicable:

1. give the Insurer written notice of any **claim**, or any **occurrence** or offense which may result in a **claim**;
2. except as provided in Paragraph IV. of this endorsement, agree to make available any other insurance the additional insured has for any loss covered under this **coverage part**;
3. send the Insurer copies of all legal papers received, and otherwise cooperate with the Insurer in the investigation, defense, or settlement of the **claim**; and
4. tender the defense and indemnity of any **claim** to any other insurer or self insurer whose policy or program applies to a loss that the Insurer covers under this **coverage part**. However, if the **written contract** requires this insurance to be primary and non-contributory, this paragraph (4) does not apply to insurance on which the additional insured is a named insured.

The Insurer has no duty to defend or indemnify an additional insured under this endorsement until the Insurer receives written notice of a **claim** from the additional insured.

- VI. Solely with respect to the insurance granted by this endorsement, the section entitled **DEFINITIONS** is amended to add the following definition:

Written contract means a written contract or written agreement that requires the **Named Insured** to make a person or organization an additional insured on this **coverage part**, provided the contract or agreement:

- A. is currently in effect or becomes effective during the term of this policy; and
- B. was executed prior to:
 1. the **bodily injury** or **property damage**; or
 2. the offense that caused the **personal and advertising injury**for which the additional insured seeks coverage.

Any coverage granted by this endorsement shall apply solely to the extent permissible by law.

All other terms and conditions of the Policy remain unchanged.

This endorsement, which forms a part of and is for attachment to the Policy issued by the designated Insurers, takes effect on the effective date of said Policy at the hour stated in said Policy, unless another effective date is shown below, and expires concurrently with said Policy.



Contractors' General Liability Extension Endorsement

in the performance of the **Named Insured's** ongoing operations at the trade show event premises during the trade show event.

2. The coverage granted by this paragraph does not apply to **bodily injury** or **property damage** included within the **products-completed operations hazard**.

2. ADDITIONAL INSURED - PRIMARY AND NON-CONTRIBUTORY TO ADDITIONAL INSURED'S INSURANCE

The **Other Insurance** Condition in the **COMMERCIAL GENERAL LIABILITY CONDITIONS** Section is amended to add the following paragraph:

If the **Named Insured** has agreed in writing in a contract or agreement that this insurance is primary and non-contributory relative to an additional insured's own insurance, then this insurance is primary, and the Insurer will not seek contribution from that other insurance. For the purpose of this Provision 2., the additional insured's own insurance means insurance on which the additional insured is a named insured. Otherwise, and notwithstanding anything to the contrary elsewhere in this Condition, the insurance provided to such person or organization is excess of any other insurance available to such person or organization.

3. BODILY INJURY - EXPANDED DEFINITION

Under **DEFINITIONS**, the definition of **bodily injury** is deleted and replaced by the following:

Bodily injury means physical injury, sickness or disease sustained by a person, including death, humiliation, shock, mental anguish or mental injury sustained by that person at any time which results as a consequence of the physical injury, sickness or disease.

4. BROAD KNOWLEDGE OF OCCURRENCE/ NOTICE OF OCCURRENCE

Under **CONDITIONS**, the condition entitled **Duties in The Event of Occurrence, Offense, Claim or Suit** is amended to add the following provisions:

A. BROAD KNOWLEDGE OF OCCURRENCE

The **Named Insured** must give the Insurer or the Insurer's authorized representative notice of an **occurrence**, offense or **claim** only when the **occurrence**, offense or **claim** is known to a natural person **Named Insured**, to a partner, executive officer, manager or member of a **Named Insured**, or an **employee** designated by any of the above to give such notice.

B. NOTICE OF OCCURRENCE

The **Named Insured's** rights under this **Coverage Part** will not be prejudiced if the **Named Insured** fails to give the Insurer notice of an **occurrence**, offense or **claim** and that failure is solely due to the **Named Insured's** reasonable belief that the **bodily injury** or **property damage** is not covered under this **Coverage Part**. However, the **Named Insured** shall give written notice of such **occurrence**, offense or **claim** to the Insurer as soon as the **Named Insured** is aware that this insurance may apply to such **occurrence**, offense or **claim**.

5. BROAD NAMED INSURED

WHO IS AN INSURED is amended to delete its Paragraph 3. in its entirety and replace it with the following:

3. Pursuant to the limitations described in Paragraph 4. below, any organization in which a **Named Insured** has management control:

- a. on the effective date of this **Coverage Part**; or

- b. by reason of a **Named Insured** creating or acquiring the organization during the **policy period**,

qualifies as a **Named Insured**, provided that there is no other similar liability insurance, whether primary, contributory, excess, contingent or otherwise, which provides coverage to such organization, or which would have provided coverage but for the exhaustion of its limit, and without regard to whether its coverage is broader or narrower than that provided by this insurance.



Contractors' General Liability Extension Endorsement

- A. Paragraph **1.b.** is amended to delete the \$250 limit shown for the cost of bail bonds and replace it with a \$5,000. limit; and
- B. Paragraph **1.d.** is amended to delete the limit of \$250 shown for daily loss of earnings and replace it with a \$1,000. limit.

24. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

If the **Named Insured** unintentionally fails to disclose all existing hazards at the inception date of the **Named Insured's Coverage Part**, the Insurer will not deny coverage under this **Coverage Part** because of such failure.

25. WAIVER OF SUBROGATION - BLANKET

Under **CONDITIONS**, the condition entitled **Transfer Of Rights Of Recovery Against Others To Us** is amended to add the following:

The Insurer waives any right of recovery the Insurer may have against any person or organization because of payments the Insurer makes for injury or damage arising out of:

- 1. the **Named Insured's** ongoing operations; or
- 2. **your work** included in the **products-completed operations hazard**.

However, this waiver applies only when the **Named Insured** has agreed in writing to waive such rights of recovery in a written contract or written agreement, and only if such contract or agreement:

- 1. is in effect or becomes effective during the term of this **Coverage Part**; and
- 2. was executed prior to the **bodily injury, property damage or personal and advertising injury** giving rise to the **claim**.

26. WRAP-UP EXTENSION: OCIP, CCIP, OR CONSOLIDATED (WRAP-UP) INSURANCE PROGRAMS

Note: The following provision does not apply to any public construction project in the state of Oklahoma, nor to any construction project in the state of Alaska, that is not permitted to be insured under a **consolidated (wrap-up) insurance program** by applicable state statute or regulation.

If the endorsement **EXCLUSION – CONSTRUCTION WRAP-UP** is attached to this policy, or another exclusionary endorsement pertaining to Owner Controlled Insurance Programs (O.C.I.P.) or Contractor Controlled Insurance Programs (C.C.I.P.) is attached, then the following changes apply:

- A. The following wording is added to the above-referenced endorsement:

With respect to a **consolidated (wrap-up) insurance program** project in which the **Named Insured** is or was involved, this exclusion does not apply to those sums the **Named Insured** become legally obligated to pay as **damages** because of:

- 1. **Bodily injury, property damage, or personal or advertising injury** that occurs during the **Named Insured's** ongoing operations at the project, or during such operations of anyone acting on the **Named Insured's** behalf; nor
- 2. **Bodily injury or property damage** included within the **products-completed operations hazard** that arises out of those portions of the project that are not **residential structures**.

- B. Condition **4. Other Insurance** is amend to add the following subparagraph **4.b.(1)(c)**:

This insurance is excess over:

- (c) Any of the other insurance whether primary, excess, contingent or any other basis that is insurance available to the **Named Insured** as a result of the **Named Insured** being a participant in a **consolidated (wrap-up) insurance program**, but only as respects the **Named Insured's** involvement in that **consolidated (wrap-up) insurance program**.



THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS EXTENDED COVERAGE ENDORSEMENT

- BUSINESS AUTO PLUS -

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

I. LIABILITY COVERAGE

A. Who Is An Insured

The following is added to **Section II, Paragraph A.1., Who Is An Insured:**

1. a. Any incorporated entity of which the Named Insured owns a majority of the voting stock on the date of inception of this Coverage Form; provided that,
 - b. The insurance afforded by this provision **A.1.** does not apply to any such entity that is an "insured" under any other liability "policy" providing "auto" coverage.
2. Any organization you newly acquire or form, other than a limited liability company, partnership or joint venture, and over which you maintain majority ownership interest.

The insurance afforded by this provision **A.2.:**

 - a. Is effective on the acquisition or formation date, and is afforded only until the end of the policy period of this Coverage Form, or the next anniversary of its inception date, whichever is earlier.
 - b. Does not apply to:
 - (1) "Bodily injury" or "property damage" caused by an "accident" that occurred before you acquired or formed the organization; or
 - (2) Any such organization that is an "insured" under any other liability "policy" providing "auto" coverage.
3. Any person or organization that you are required by a written contract to name as an additional insured is an "insured" but only with respect to their legal liability for acts or omissions of a person, who qualifies as an "insured" under Section II – Who Is An Insured and for whom Liability Coverage is afforded under this policy. If required by written contract, this insurance will be primary and non-contributory to insurance on which the additional insured is a Named Insured.

4. An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in that "employee's" name, with your permission, while performing duties related to the conduct of your business.

"Policy," as used in this provision **A. Who Is An Insured**, includes those policies that were in force on the inception date of this Coverage Form but:

1. Which are no longer in force; or
2. Whose limits have been exhausted.

B. Bail Bonds and Loss of Earnings

Section II, Paragraphs A.2. (2) and A.2. (4) are revised as follows:

1. In **a.(2)**, the limit for the cost of bail bonds is changed from \$2,000 to \$5,000; and
2. In **a.(4)**, the limit for the loss of earnings is changed from \$250 to \$500 a day.

C. Fellow Employee

Section II, Paragraph B.5 does not apply.

Such coverage as is afforded by this provision C. is excess over any other collectible insurance.

II. PHYSICAL DAMAGE COVERAGE

A. Glass Breakage – Hitting A Bird Or Animal – Falling Objects Or Missiles

The following is added to **Section III, Paragraph A.3.:**

With respect to any covered "auto," any deductible shown in the Declarations will not apply to glass breakage if such glass is repaired, in a manner acceptable to us, rather than replaced.

B. Transportation Expenses

Section III, Paragraph A.4.a. is revised, with respect to transportation expense incurred by you, to provide:

- a. \$60 per day, in lieu of \$20; subject to
- b. \$1,800 maximum, in lieu of \$600.

C. Loss of Use Expenses

Section III, Paragraph A.4.b. is revised, with respect to loss of use expenses incurred by you, to provide:

- a. \$1,000 maximum, in lieu of \$600.

D. Hired "Autos"

The following is added to **Section III, Paragraph A.**:

5. Hired "Autos"

If Physical Damage coverage is provided under this policy, and such coverage does not extend to Hired Autos, then Physical Damage coverage is extended to:

- a. Any covered "auto" you lease, hire, rent or borrow without a driver; and
- b. Any covered "auto" hired or rented by your "employee" without a driver, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. The most we will pay for any one "accident" or "loss" is the actual cash value, cost of repair, cost of replacement or \$75,000, whichever is less, minus a \$500 deductible for each covered auto. No deductible applies to "loss" caused by fire or lightning.
- d. The physical damage coverage as is provided by this provision is equal to the physical damage coverage(s) provided on your owned "autos."
- e. Such physical damage coverage for hired "autos" will:
 - (1) Include loss of use, provided it is the consequence of an "accident" for which the Named Insured is legally liable, and as a result of which a monetary loss is sustained by the leasing or rental concern.
 - (2) Such coverage as is provided by this provision will be subject to a limit of \$750 per "accident."

E. Airbag Coverage

The following is added to **Section III, Paragraph B.3.**:

The accidental discharge of an airbag shall not be considered mechanical breakdown.

F. Electronic Equipment

Section III, Paragraphs B.4.c and B.4.d. are deleted and replaced by the following:

- c. Physical Damage Coverage on a covered "auto" also applies to "loss" to any permanently installed electronic equipment including its antennas and other accessories.
- d. A \$100 per occurrence deductible applies to the coverage provided by this provision.

G. Diminution In Value

The following is added to **Section III, Paragraph B.6.**:

Subject to the following, the "diminution in value" exclusion does not apply to:

- a. Any covered "auto" of the private passenger type you lease, hire, rent or borrow, without a driver for a period of 30 days or less, while performing duties related to the conduct of your business; and
- b. Any covered "auto" of the private passenger type hired or rented by your "employee" without a driver for a period of 30 days or less, under a contract in that individual "employee's" name, with your permission, while performing duties related to the conduct of your business.
- c. Such coverage as is provided by this provision is limited to a "diminution in value" loss arising directly out of accidental damage and not as a result of the failure to make repairs; faulty or incomplete maintenance or repairs; or the installation of substandard parts.
- d. The most we will pay for "loss" to a covered "auto" in any one accident is the lesser of:
 - (1) \$5,000; or
 - (2) 20% of the "auto's" actual cash value (ACV).

III. Drive Other Car Coverage – Executive Officers

The following is added to **Sections II and III**:

- 1. Any "auto" you don't own, hire or borrow is a covered "auto" for Liability Coverage while being used by, and for Physical Damage Coverage while in the care, custody or control of, any of your "executive officers," except:
 - a. An "auto" owned by that "executive officer" or a member of that person's household; or

- b. An "auto" used by that "executive officer" while working in a business of selling, servicing, repairing or parking "autos."

Such Liability and/or Physical Damage Coverage as is afforded by this provision.

- (1) Equal to the greatest of those coverages afforded any covered "auto"; and
- (2) Excess over any other collectible insurance.
2. For purposes of this provision, "executive officer" means a person holding any of the officer positions created by your charter, constitution, by-laws or any other similar governing document, and, while a resident of the same household, includes that person's spouse.

Such "executive officers" are "insureds" while using a covered "auto" described in this provision.

IV. BUSINESS AUTO CONDITIONS

A. Duties In The Event Of Accident, Claim, Suit Or Loss

The following is added to **Section IV, Paragraph A.2.a.**:

- (4) Your "employees" may know of an "accident" or "loss." This will not mean that you have such knowledge, unless such "accident" or "loss" is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

The following is added to **Section IV, Paragraph A.2.b.**:

- (6) Your "employees" may know of documents received concerning a claim or "suit." This will not mean that you have such knowledge, unless receipt of such documents is known to you or if you are not an individual, to any of your executive officers or partners or your insurance manager.

B. Transfer Of Rights Of Recovery Against Others To Us

The following is added to **Section IV, Paragraph A.5. Transfer Of Rights Of Recovery Against Others To Us**:

We waive any right of recovery we may have, because of payments we make for injury or damage, against any person or organization for whom or which you are required by written contract or agreement to obtain this waiver from us.

This injury or damage must arise out of your activities under a contract with that person or organization.

You must agree to that requirement prior to an "accident" or "loss."

C. Concealment, Misrepresentation or Fraud

The following is added to **Section IV, Paragraph B.2.**:

Your failure to disclose all hazards existing on the date of inception of this Coverage Form shall not prejudice you with respect to the coverage afforded provided such failure or omission is not intentional.

D. Other Insurance

The following is added to **Section IV, Paragraph B.5.**:

Regardless of the provisions of Paragraphs 5.a. and 5.d. above, the coverage provided by this policy shall be on a primary non-contributory basis. This provision is applicable only when required by a written contract. That written contract must have been entered into prior to "Accident" or "Loss."

E. Policy Period, Coverage Territory

Section IV, Paragraph B. 7.(5).(a). is revised to provide:

- a. 45 days of coverage in lieu of 30 days.

V. DEFINITIONS

Section V. Paragraph C. is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by a person, including mental anguish, mental injury or death resulting from any of these.



WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

BLANKET WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

This endorsement changes the policy to which it is attached.

It is agreed that **Part One Workers' Compensation Insurance G. Recovery From Others** and **Part Two Employers' Liability Insurance H. Recovery From Others** are amended by adding the following:

We will not enforce our right to recover against persons or organizations. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

PREMIUM CHARGE

The charge will be an amount to which you and we agree that is a percentage of the total standard premium for California exposure. The amount is 2. %.

DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

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

1. The Contractor's employer identification number for state tax purposes is C2059553.

2. The Contractor's workers' compensation insurance policy number is 5086577166 and the name, address, and telephone number of the insurance carrier providing said insurance is: Valley Forge Insurance Co., 333 WABASH AVE. CHICAGO, ILL. 60604 312-822-5000.

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

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

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

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

<i>Total Number of Workers</i>	<i>Total Amount of Wages</i>	<i>Date(s) for Payment of Wages</i>
0		

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

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

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

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

<i>List of Independent Contractors</i>	<i>Current, local, state and federal contractor license identification number</i>
CICO ELECTRIC	837426 - CCL
QUALITY ENVIRONMENTAL	208872 - CCL
PACIFIC PLUMBING	266807 - CCL
LA AIR	208872 - CCL

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

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

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

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

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this 28TH day of JUNE, in the year 2017 at IRVINE, California.



(signature)

ROBERT GOUD

Type Name of Signer:

GKKWORKS CONSTRUCTION SERVICES

Type Name of Bidder:

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

(LONG FORM)

TABLE OF CONTENTS

ARTICLE 1 GENERAL PROVISIONS.....	1
1.1 DEFINITIONS-GENERAL.....	1
1.1.1 Acceptance.....	1
1.1.2 Act of God.....	1
1.1.3 Addendum.....	1
1.1.4 Adjustment Factor.....	1
1.1.5 Admitted Surety.....	1
1.1.6 Applicable Laws.....	1
1.1.7 Application for Payment.....	1
1.1.8 Architect.....	1
1.1.9 Assistant CEO/EDA.....	1
1.1.10 Award.....	2
1.1.11 Bid.....	2
1.1.12 Bid Amount.....	2
1.1.13 Bid Bond.....	2
1.1.14 Bid Closing Deadline.....	2
1.1.15 Bid Form.....	2
1.1.16 Bid Security.....	2
1.1.17 Bid Submittal.....	2
1.1.18 Bidder.....	2
1.1.19 Bidding Documents.....	2
1.1.20 Board of Supervisors.....	3
1.1.21 Change.....	3
1.1.22 Change Order Request.....	3
1.1.23 Claim.....	3
1.1.24 Close-Out Documents.....	3
1.1.25 Compensable Change.....	3
1.1.26 Compensable Delay.....	4
1.1.27 Construction Change Directive.....	4
1.1.28 Work Order Construction Schedule.....	4
1.1.29 Construction Task Catalog (CTC).....	4
1.1.30 Contract Adjustment.....	4
1.1.31 Contract Documents.....	4
1.1.32 Contract Price.....	5
1.1.33 Contract Time.....	5
1.1.34 Contractor.....	5
1.1.35 Contractor Amount.....	5
1.1.36 Contractor's Own Expense.....	6
1.1.37 County.....	6

1.1.38	County Amount.....	6
1.1.39	County Consultant.....	6
1.1.40	County Review Date.....	6
1.1.41	County Review Period.....	6
1.1.42	County Risk Manager.....	6
1.1.43	County Website.....	6
1.1.44	Date of Commencement.....	6
1.1.45	Day.....	6
1.1.46	Declaration of Sufficiency of Funds.....	6
1.1.47	Defective Work.....	6
1.1.48	Delay.....	6
1.1.49	Deleted Work.....	6
1.1.50	Department of Industrial Relations.....	6
1.1.51	Design Discrepancy.....	7
1.1.52	Design Documents.....	7
1.1.53	Design Intent.....	7
1.1.54	Designation of Subcontractors.....	7
1.1.55	Differing Site Condition.....	7
1.1.56	Disability Laws.....	7
1.1.57	Discovery Date.....	7
1.1.58	Drawings.....	7
1.1.59	EDA.....	7
1.1.60	Environmental Laws.....	7
1.1.61	Escrow Agent.....	8
1.1.62	Escrow Bid Documents.....	8
1.1.63	Event of Contractor Default.....	8
1.1.64	Evidence of Insurance.....	8
1.1.65	Excusable Delay.....	8
1.1.66	Existing Improvements.....	8
1.1.67	Extra Work.....	8
1.1.68	Final Completion, Finally Complete.....	8
1.1.69	Final Completion Punch List.....	9
1.1.70	Final Payment.....	9
1.1.71	Force Majeure Event.....	9
1.1.72	Fragnet.....	9
1.1.73	General Conditions.....	9
1.1.74	General Requirements.....	9
1.1.75	Good Faith Determination.....	9
1.1.76	Governmental Authority.....	10
1.1.77	Governmental Authority Review Period.....	10
1.1.78	Guarantee To Repair Period.....	10
1.1.79	Hazardous Substance.....	10
1.1.80	Holiday.....	10
1.1.81	Indemnitees.....	10
1.1.82	Inspector of Record.....	10
1.1.83	Installation Subcontractor.....	10
1.1.84	Instructions to Bidders.....	10
1.1.85	Intellectual Property Rights.....	10
1.1.86	Work Order.....	10
1.1.87	Work Order Amount.....	11
1.1.88	NJPA Indefinite Quantity Construction Agreement().....	11
1.1.89	Work Order Proposal.....	11
1.1.90	Work Order Time.....	11

1.1.91	Key Personnel, Key Persons.....	11
1.1.92	Loss, Losses.....	11
1.1.93	Maximum Contract Amount.....	11
1.1.94	Minimum Contract Amount.....	11
1.1.95	Modification.....	11
1.1.96	Mold.....	11
1.1.97	Non-prepriced tasks.....	12
1.1.98	Notice Inviting Bids.....	12
1.1.99	Notice of Change.....	12
1.1.100	Notice of Completion.....	12
1.1.101	Notice of Completion of a Work Order.....	12
1.1.102	Notice of Delay.....	12
1.1.103	Notice of Final Completion.....	12
1.1.104	Notice of Intent to Award.....	12
1.1.105	Notice of Substantial Completion.....	12
1.1.106	Payment Bond, Performance Bond.....	12
1.1.107	Plans.....	12
1.1.108	Post-Award Submittals.....	12
1.1.109	Pre-Bid Conference.....	12
1.1.110	Product Data.....	13
1.1.111	Progress Payment.....	13
1.1.112	Project.....	13
1.1.113	Project Documents.....	13
1.1.114	Project Team.....	13
1.1.115	Reasonable Order of Magnitude Estimate.....	13
1.1.116	Record Documents.....	13
1.1.117	Record Drawings, Record Specifications.....	13
1.1.118	Reference Documents.....	13
1.1.119	Request for Extension.....	13
1.1.120	Request for Information.....	13
1.1.121	Safety Program.....	13
1.1.122	Samples.....	14
1.1.123	Schedule of Values.....	14
1.1.124	Self-Performed Work.....	14
1.1.125	Separate Contractor.....	14
1.1.126	Shop Drawing.....	14
1.1.127	Site.....	14
1.1.128	Specifications.....	14
1.1.129	Standard of Performance.....	14
1.1.130	State Water Resources Control Board.....	14
1.1.131	Storm Water Permit.....	14
1.1.132	Sub-Bidder.....	14
1.1.133	Subcontractor.....	14
1.1.134	Submittal.....	14
1.1.135	Submittal Schedule.....	14
1.1.136	Substantial Completion, Substantially Complete.....	15
1.1.137	Substantial Completion Punch List.....	15
1.1.138	Substitution.....	15
1.1.139	Substitution Request Form.....	15
1.1.140	Supplementary Conditions.....	15
1.1.141	Supplemental General Conditions.....	15
1.1.142	Supplemental Work Order.....	15
1.1.143	Surety.....	15

1.1.144	Technical Specifications.....	15
1.1.145	Tier.....	15
1.1.146	Time Impact Analysis.....	16
1.1.147	Unexcused Delay.....	16
1.1.148	Unilateral Change Order.....	16
1.1.149	Unilateral Work Order.....	16
1.1.150	Unit Price.....	16
1.1.151	Work.....	16
1.1.152	Work Hours.....	16
1.1.153	Worker's Compensation Certificate.....	16

1.2 CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS 16

1.2.1	Design Intent.....	16
1.2.2	Complementary.....	17
1.2.3	Technical Words.....	17
1.2.4	Trade Names.....	17
1.2.5	Incidental Items.....	17
1.2.6	Drawing Dimensions.....	17
1.2.7	Drawings, Specifications.....	17
1.2.8	Typical Work.....	17
1.2.9	Divisions of the Work.....	17
1.2.10	Applicable Laws.....	17
1.2.11	Interpretations of Laws.....	17
1.2.12	Modifiers.....	17
1.2.13	Singular, Gender, Captions.....	18
1.2.14	Cross-References.....	18
1.2.15	Diagrammatic Design.....	18
1.2.16	Demolition.....	18
1.2.17	Omissions.....	18
1.2.18	Conflicts.....	18
1.2.19	Order of Precedence.....	18
1.2.20	Conditions Precedent.....	19

1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS 19

1.3.1	Property of County.....	19
1.3.2	Assignment of Rights.....	19
1.3.3	Contractor's Warranty.....	19
1.3.4	Non-Exclusive License.....	19
1.3.5	Reproduction.....	20
1.3.6	Delivery to County.....	20
1.3.7	Subcontractors.....	20

ARTICLE 2 COUNTY RIGHTS AND OBLIGATIONS..... 20

2.1 INFORMATION, APPROVALS AND SERVICES REQUIRED OF COUNTY 20

2.1.1	Legal Descriptions.....	20
2.1.2	Permits and Fees.....	20
2.1.3	County Approvals.....	20
2.1.4	Approvals.....	21
2.1.5	Non-Specified Items.....	21

2.2 COUNTY'S RIGHT TO STOP THE WORK..... 21

2.3 COUNTY'S RIGHT TO CARRY OUT THE WORK 21

	<u>Page</u>
2.4 ACCOUNTING, RECORDS AND AUDIT	21
2.4.1 Accounting System.....	21
2.4.2 Books and Records.....	21
2.4.3 Inspection and Copying.....	22
2.4.4 Confidential Information.....	22
2.4.5 Withholding of Payment.....	22
2.4.6 Specific Performance.....	22
2.5 COUNTY FURNISHED MATERIALS	22
2.5.1 Supply by County.....	22
2.5.2 Deleted Work.....	22
2.5.3 Delivery Deadlines.....	22
2.5.4 Delivery to Site.....	22
2.5.5 Care, Custody and Control.....	22
2.5.6 Notice of Deficiencies.....	23
2.5.7 Incorporation in Work.....	23
2.6 COUNTY INSTALLED ITEMS	23
2.7 COUNTY'S ADDITIONAL RIGHTS	23
ARTICLE 3 CONTRACTOR PERFORMANCE	23
3.1 CONTRACTOR STATUS	23
3.1.1 Independent Contractor.....	23
3.1.2 Agents, Employees.....	23
3.1.3 Licenses.....	23
3.1.4 Subcontractors.....	23
3.1.5 Design Services.....	23
3.2 REVIEW OF DOCUMENTS, SITE AND EXISTING IMPROVEMENTS	24
3.2.1 Contractor's Duty of Review.....	24
3.2.2 Contract Adjustments.....	24
3.2.3 WAIVER BY CONTRACTOR.	25
3.2.4 Continuing Obligation.....	26
3.2.5 Requests for Information.....	26
3.2.6 Correction of Work.....	27
3.3 SUPERVISION AND CONSTRUCTION PROCEDURES	27
3.3.1 General Obligation.....	27
3.3.2 Supervisory Staff.....	27
3.3.3 County Supplementary Personnel.....	27
3.3.4 Means, Methods, Procedures.....	27
3.3.5 Ordering Procedures.....	28
CONTRACTOR PERFORMED DUTIES	29
3.4 LABOR, MATERIALS AND EQUIPMENT	31
3.4.1 Costs of Work.....	31
3.4.2 Coordination.....	31
3.4.3 Field Conditions.....	31
3.4.4 Layout.....	31
3.4.5 Materials, Equipment.....	31
3.5 CONTRACTOR'S WARRANTY.....	32

	<u>Page</u>
3.5.1 General Warranty	32
3.5.2 Repair, Replacement.....	32
3.5.3 Not a Limitation.....	33
3.5.4 Assignment.....	33
3.5.5 Close-Out	33
3.6 TAXES	33
3.6.1 Payment by Contractor.....	33
3.6.2 Tax Exempt Projects	33
3.6.3 Records of Taxes	33
3.7 PERMITS, FEES AND LEGAL NOTICES	33
3.7.1 Permits	33
3.7.2 Applicable Laws, Notices	34
3.7.3 Bonds, Undertakings.....	34
3.7.4 Notice of Violations.....	34
3.7.5 Governmental Authority Approvals.....	34
3.8 CONTRACTOR'S PERSONNEL	34
3.8.1 Key Persons.....	34
3.8.2 Background Check	35
3.8.3 Project Manager.....	35
3.8.4 Transfer	35
3.8.5 Removal.....	35
3.8.6 Replacement.....	35
3.8.7 Communications.....	35
3.8.8 Contact Information.....	35
3.8.9 Signatures.....	35
3.8.10 Exclusion from Site.....	35
3.9 CONTRACTOR'S CONSTRUCTION SCHEDULE.....	35
3.9.1 Preparation.....	35
3.9.2 Format	35
3.9.3 Detail.....	36
3.9.4 Updates.....	36
3.9.5 Governing Schedule.....	36
3.9.6 Submittal Schedule.....	36
3.9.7 Schedule Responsibility.....	36
3.9.8 Condition of Payment.....	37
3.9.9 Scheduling by County.....	37
3.10 DOCUMENTS AT SITE, REPORTING, MEETINGS.....	37
3.10.1 Documents at Site	37
3.10.2 Daily Reports.....	37
3.10.3 Progress Meetings.....	38
3.10.4 Notice Requirements.....	38
3.10.5 Availability for Review.....	38
3.11 SUBMITTALS	38
3.11.1 Not Contract Documents.....	38
3.11.2 Coordination with Others.....	39
3.11.3 Submission by Contractor.....	39
3.11.4 Review of Submittals.....	40

	<u>Page</u>
3.11.5 Contract Adjustments.....	40
3.11.6 Compliance with Contract.....	40
3.12 USE OF SITE.....	40
3.12.1 Staging Area.....	40
3.12.2 Existing Improvements.....	40
3.12.3 Operations at Site.....	40
3.12.4 Coordination.....	40
3.12.5 Unauthorized Use.....	40
3.12.6 Site Security.....	40
3.12.7 Persons on Site.....	41
3.12.8 County Uses and Activities.....	41
3.12.9 Dust, Fumes, Noise.....	41
3.12.10 Confinement of Operations.....	41
3.12.11 Prohibited Substances.....	41
3.12.12 Survey Markers.....	41
3.12.13 Drainage, Erosion.....	41
3.12.14 Trenches.....	41
3.13 CUTTING AND PATCHING.....	41
3.14 UTILITIES AND SANITARY FACILITIES.....	42
3.14.1 Contractor Responsibility.....	42
3.14.2 County Responsibility.....	42
3.14.3 Temporary Utilities.....	42
3.14.4 Sanitary Facilities.....	43
3.15 CLEANING UP.....	43
3.15.1 Contractor Responsibility.....	43
3.15.2 Cleanup by County.....	43
3.16 ACCESS TO THE WORK.....	43
3.16.1 County.....	43
3.16.2 Separate Contractors.....	43
3.16.3 Delivery Routes.....	43
3.17 INTELLECTUAL PROPERTY RIGHTS.....	43
3.18 INDEMNIFICATION.....	43
3.18.1 Contractor's Indemnity Obligation.....	43
3.18.2 Indemnification of Adjacent Property Owners.....	44
3.18.3 Insurance and Employment Benefits.....	44
3.18.4 Subcontractor Indemnity Agreements.....	45
3.18.5 Implied Indemnity Rights.....	45
3.18.6 Obligation to Defend.....	45
3.18.7 Enforcement.....	45
3.19 LABOR, WAGES, PAYROLL RECORDS.....	45
3.19.1 Public Work.....	45
3.19.2 Prevailing Wage Rates.....	45
3.19.3 Unclassified Workers.....	45
3.19.4 Per Diem Wages.....	45
3.19.5 Applicable Laws.....	46
3.19.6 Posting at Site.....	46

	<u>Page</u>
3.19.7 Worker Hours	46
3.19.8 Overtime	46
3.19.9 Payroll Records	46
3.19.10 Apprentices.....	47
3.19.11 Pre-Construction Meetings, Interviews.....	48
3.19.12 Penalties for Violations	48
3.19.13 Subcontractor Provisions	49
3.19.14 Condition of Payment	49
3.20 LABOR CODE §2810	49
3.20.1 Application	49
3.20.2 Declaration by Contractor.....	49
3.20.3 Continuing Duty	49
3.21 URBAN RUNOFF AND STORM WATER COMPLIANCE.....	49
3.21.1 Contractor's Responsibility	49
3.21.2 Inspections, Reports	50
3.21.3 Violations	50
3.21.4 Condition of Payment	50
3.21.5 Costs of Compliance	50
3.22 SOLID WASTE MANAGEMENT	50
3.23 CEQA COMPLIANCE	50
3.24 AQMD COMPLIANCE	50
ARTICLE 4 CONSTRUCTION ADMINISTRATION.....	50
4.1 ARCHITECT	50
4.1.1 Scope of Authority	50
4.1.2 Limitations on Authority	51
4.1.3 Work Stoppage	51
4.1.4 Replacement	51
4.1.5 County Rights.....	51
4.2 ADMINISTRATION OF THE WORK ORDER CONTRACT	51
4.2.1 Observations of the Work.....	51
4.2.2 Means, Methods	51
4.2.3 Communications by Contractor	51
4.2.4 Review of Applications for Payment	51
4.2.5 Rejection of the Work	52
4.2.6 Review of Submittals	52
4.2.7 Changes	52
4.3 CLAIMS.....	52
4.3.1 Submission of Claims	52
4.3.2 Arising of Claim	52
4.3.3 Content of Claims	52
4.3.4 Noncompliance	54
4.3.5 Submission of Claims	54
4.3.6 Response to Claims by Contractor.....	54
4.3.7 Meet and Confer.....	54
4.3.8 Subcontractor Claims	55
4.3.9 Claims Based on Differing Site Conditions	55

	<u>Page</u>
4.3.10 Continuous Work	56
4.4 ATTORNEY'S FEES	56
4.5 NOTICE OF THIRD-PARTY CLAIMS	56
4.6 WAIVERS OF RIGHTS BY CONTRACTOR	56
4.7 GOOD FAITH DETERMINATIONS	57
4.8 ESCROW BID DOCUMENTS	57
ARTICLE 5 SUBCONTRACTORS	57
5.1 SUBSTITUTION	57
5.1.1 Substitutions Allowed	57
5.1.2 Contractor's Own Expense	57
5.1.3 Substantiation of Compliance	57
5.1.4 Splitting Prohibited	58
5.2 SUBCONTRACTUAL RELATIONS	58
5.2.1 Written Agreements	58
5.2.2 Copies	59
5.2.3 No Brokering	59
5.2.4 Third-Party Rights	59
5.2.5 All Subcontractor Tiers	59
5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS	59
5.3.1 Contingent Assignment	59
5.3.2 Acceptance by County	59
5.3.3 County Obligation	59
5.4 COMMUNICATIONS BY COUNTY	60
5.5 DOCUMENT AVAILABILITY	60
5.6 NO LIABILITY OF COUNTY	60
ARTICLE 6 COUNTY'S OWN FORCES AND SEPARATE CONTRACTORS	60
6.1 COUNTY'S RIGHT TO PERFORM CONSTRUCTION WITH OWN FORCES AND TO AWARD SEPARATE CONTRACTS	60
6.1.1 Right of County	60
6.1.2 Separate Contractors	60
6.1.3 Coordination	60
6.1.4 Disputes	60
6.1.5 Remedy	61
6.2 MUTUAL RESPONSIBILITY	61
6.2.1 Use of Site	61
6.2.2 Adjoining Work	61
6.2.3 Damage	61
6.2.4 Disputes	61
6.2.5 Settlement of Disputes	61
6.3 ALLOCATION OF CLEANUP COSTS	61
ARTICLE 7 CHANGES IN THE WORK	61

	<u>Page</u>
7.1 CHANGES	61
7.1.1 General	61
7.1.2 Contract Adjustments	62
7.1.3 Work Order Adjustments	62
7.1.4 Exclusive Rights	62
7.1.5 Written Authorization	62
7.1.6 Prompt Performance	62
7.2 SIGNATURES AND AUTHORIZATIONS	62
7.2.1 Parties	62
7.2.2 Form	62
7.2.3 Authorization	62
7.3 CHANGE ORDERS	63
7.3.1 Purpose	63
7.3.2 Supplemental Work Order Content	63
7.4 UNILATERAL SUPPLEMENTAL WORK ORDER	64
7.4.1 Unilateral Supplemental Work Order	64
7.4.2 Purpose	64
7.4.3 Good Faith Determination	64
7.4.4 Claim by Contractor	64
7.4.5 WAIVER BY CONTRACTOR	64
7.5 CONSTRUCTION CHANGE DIRECTIVES	64
7.5.1 Purpose	64
7.5.2 No Contract Adjustment	64
7.5.3 Agreed Contract Adjustment	64
7.5.4 Disputed Contract Adjustment	66
7.5.5 Other Notices	66
7.6 PROCEDURES	66
7.6.1 Notice of Change	66
7.6.2 Change Order Request	67
7.6.3 Formal Notice of Essence	67
7.7 PRICING	68
7.7.1 Basis of Calculation	68
7.7.2 Time and Materials Documentation	69
7.7.3 Allowable Costs	70
7.7.4 Costs Not Allowed	71
7.7.5 Allowable Markups	72
7.7.6 Review of Markups	73
7.7.7 Exclusions and Limitations	74
7.7.8 Net Calculations	74
7.7.9 Unit Prices	74
7.7.10 Discounts	74
7.7.11 Prompt Pricing	74
7.7.12 Final Payment	74
7.7.13 Full Resolution	75
7.7.14 Reserved Rights	75
7.7.15 No "Total Cost" Calculations	75
7.7.16 Multiple Changes	75

7.7.17	Continuous Performance.....	75
ARTICLE 8 CONTRACT TIME		76
8.1	COMMENCEMENT AND COMPLETION.....	76
8.1.1	Date of Commencement.....	76
8.1.2	Substantial, Final Completion.....	76
8.1.3	Adjustments to Contract Time.....	76
8.1.4	Early Completion.....	76
8.2	DELAYS AND EXTENSIONS OF TIME	76
8.2.1	Adjustments to Contract Time of Work Order Time	76
8.2.2	Notice of Delay.....	77
8.2.3	Request for Extension.....	78
8.2.4	Response by County.....	78
8.2.5	Formal Notice of Essence.....	78
8.2.6	Compensation for Delay.....	79
8.2.7	Acceleration of the Work.....	79
8.2.8	Concurrent Delays.....	80
8.2.9	Delay Claims.....	80
8.2.10	Exercise of County Rights.....	80
ARTICLE 9 PAYMENTS AND COMPLETION		80
9.1	PAYMENT BY COUNTY.....	80
9.1.1	Time for Payment.....	80
9.1.2	Not Acceptance.....	81
9.1.3	Interest.....	81
9.1.4	Disputed Payments.....	81
9.2	APPLICATIONS FOR PAYMENTS	81
9.2.1	Submission by Contractor.....	81
9.2.2	Period of Application.....	81
9.2.3	Schedule of Values.....	81
9.2.4	Changes in Work.....	81
9.2.5	Progress Payments.....	81
9.2.6	Percentage Completion.....	81
9.2.7	Projected Work.....	81
9.2.8	Disagreements.....	81
9.2.9	Substantial Completion.....	81
9.2.10	Certification by Contractor.....	82
9.2.11	Stored Materials.....	82
9.2.12	Title.....	82
9.3	SCHEDULE OF VALUES	82
9.3.1	Initial Submission.....	82
9.3.2	Balanced Allocation.....	82
9.3.3	Line Estimates.....	82
9.3.4	Updating.....	82
9.3.5	Substantiation.....	82
9.3.6	Corrections.....	83
9.3.7	Changes to Work.....	83
9.3.8	Applications for Payment.....	83
9.4	PROGRESS PAYMENT CONDITIONS	83

	<u>Page</u>
9.4.1 Progress Payment Amount	83
9.4.2 Other Conditions and Documentation	83
9.5 COUNTY APPROVAL/REJECTION OF APPLICATIONS FOR PAYMENT	84
9.5.1 Review by County.....	84
9.5.2 Disapproval by County.	84
9.5.3 Re-submittal by Contractor.....	84
9.5.4 Approval Nullification.	84
9.5.5 No Waiver by County.	84
9.5.6 No Representation.....	85
9.6 WITHHOLDING OF PAYMENT	85
9.6.1 Grounds for Withholding.....	85
9.6.2 Application of Withholding.....	86
9.6.3 Final Payment.....	86
9.6.4 Release of Withholding.....	86
9.6.5 Additional Rights.....	86
9.7 PAYMENTS BY CONTRACTOR.....	86
9.7.1 Payments to Subcontractors.....	86
9.7.2 Payments in Trust.....	86
9.7.3 Payment Information.....	87
9.7.4 Joint Payment.....	87
9.7.5 Direct Negotiation of Stop Payment Notices.....	87
9.7.6 Release of Stop Payment Notices.....	87
9.7.7 No County Obligation.....	87
9.8 FAILURE OF PAYMENT	87
9.9 SUBSTITUTION OF SECURITIES FOR RETENTION	88
9.9.1 Public Contract Code.....	88
9.9.2 Substitute Security.....	88
9.9.3 Deposit of Retentions.....	88
9.10 FINAL PAYMENT	88
9.10.1 Payment by County.....	88
9.10.2 Application for Final Payment.....	89
9.10.3 Review by County.....	89
9.10.4 Conditions to Final Payment.....	89
9.10.5 Disputed Amounts.....	89
9.10.6 No Waiver by County.....	89
9.10.7 WAIVER BY CONTRACTOR.....	89
9.11 SUBSTANTIAL COMPLETION	90
9.11.1 Contract Time.....	90
9.11.2 Request for Inspection.....	90
9.11.3 Substantial Completion Inspection.....	90
9.11.4 Substantial Completion Punch List.....	90
9.11.5 Re-Inspection.....	90
9.11.6 Notice of Substantial Completion.....	90
9.12 PARTIAL OCCUPANCY OR USE.....	90
9.13 FINAL COMPLETION	91

	<u>Page</u>
9.13.1 Contract Time.....	91
9.13.2 Final Completion Punch List.....	91
9.13.3 Performance of Punch List.....	92
9.13.4 Request for Final Inspection.....	92
9.13.5 Notice of Final Completion.....	92
9.13.6 Notice of Completion.....	92
9.13.7 No Waiver by County.....	92
ARTICLE 10 INSPECTIONS, SAFETY AND HAZARDOUS SUBSTANCES	92
10.1 INSPECTIONS.....	92
10.1.1 General.....	92
10.1.2 Coordination.....	92
10.1.3 Uncovering of Work.....	93
10.1.4 Off-Hours Inspections.....	93
10.1.5 Access to the Work.....	93
10.1.6 Right to Stop Work.....	93
10.1.7 No County Duty.....	93
10.1.8 Contractor Responsibility.....	93
10.1.9 Reimbursement to County.....	93
10.2 SAFETY PRECAUTIONS AND PROGRAMS	94
10.2.1 General Safety Obligation.....	94
10.2.2 Contractor's Safety Program.....	94
10.2.3 Safety Orders.....	94
10.2.4 Safety Representative.....	94
10.2.5 Protection.....	94
10.2.6 Safeguards, Disabled Access.....	94
10.2.7 Fire, Explosives, Hazardous Substances.....	95
10.2.8 First Aid.....	95
10.2.9 Unsafe Conditions.....	95
10.2.10 Responsibility for Loss.....	95
10.2.11 Loading, Storage.....	95
10.2.12 Emergency.....	95
10.2.13 No County Responsibility.....	95
10.2.14 Separate Contractors.....	95
10.3 HAZARDOUS SUBSTANCES, MOLD	96
10.3.1 Hazardous Substances.....	96
10.3.2 Mold.....	97
10.3.3 Release of County.....	98
10.3.4 Communications with Governmental Authorities.....	98
10.3.5 Subcontractors.....	98
ARTICLE 11 INSURANCE.....	98
11.1 INSURANCE.....	98
11.1.1 Contractor's Insurance Requirements.....	98
11.1.2 Other Mandatory Insurance Requirements.....	99
ARTICLE 12 BONDS.....	100
12.1 PERFORMANCE BOND AND PAYMENT BOND.....	100
12.1.1 Performance and Payment Bonds.....	100
12.1.2 Changes.....	100

	<u>Page</u>
12.1.3 Replacement	100
12.1.4 Duration	101
12.1.5 Condition of Payment	101
12.1.6 Surety Rating	101
12.1.7 Premiums	101
12.1.8 Obligee	101
12.1.9 No Exoneration	101
12.1.10 Communications	101
12.1.11 No Limitation	101
12.1.12 Subcontractor Bonds	101
12.1.13 Claims	101
ARTICLE 13 UNCOVERING AND CORRECTION OF THE WORK	101
13.1 UNCOVERING OF THE WORK	101
13.2 CORRECTION OF THE WORK	101
13.3 GUARANTEE TO REPAIR PERIOD	102
13.3.1 Guarantee To Repair Period	102
13.3.2 Repair by Contractor	102
13.3.3 Notice by County	102
13.3.4 Correction by County	103
13.3.5 Sale	103
13.3.6 No Limitation	103
13.4 ACCEPTANCE OF NONCONFORMING WORK	103
ARTICLE 14 MISCELLANEOUS PROVISIONS	103
14.1 GOVERNING LAW	103
14.2 TIME OF ESSENCE	103
14.3 SUCCESSORS AND ASSIGNS	104
14.4 WRITTEN NOTICE	104
14.4.1 Notice to County	104
14.4.2 Notice to Contractor	104
14.4.3 Notice to Claimant	104
14.5 RIGHTS AND REMEDIES	104
14.5.1 County Rights	104
14.5.2 Writing Required	104
14.5.3 Subsequent Breach	105
14.6 NO NUISANCE	105
14.7 EXTENT OF AGREEMENT	105
14.8 NO THIRD-PARTY RIGHTS	105
14.9 SEVERABILITY	105
14.10 PROVISIONS REQUIRED BY APPLICABLE LAWS	105
14.11 SURVIVAL	105
14.12 FEDERAL GRANTS	105
14.13 PROHIBITED INTERESTS	106

14.14	ASSIGNMENT OF ANTI-TRUST ACTIONS.....	106
14.15	NO WAIVER	106
14.16	CONSENT TO PHOTOGRAPHING	106
ARTICLE 15 DEFAULT, TERMINATION AND SUSPENSION		107
15.1	COUNTY REMEDIES FOR DEFAULT	107
15.1.1	Event of Default.....	107
15.1.2	County's Remedies.....	107
15.1.3	Contractor Tools, Equipment.....	108
15.1.4	Contractor Obligations.....	108
15.1.5	Accounting and Payment	109
15.1.6	Surety.....	110
15.1.7	Conversion.....	110
15.1.8	Substantial Performance Waived.....	110
15.1.9	Cross Default.....	110
15.1.10	Rights Cumulative.....	110
15.1.11	Materiality.....	111
15.1.12	County Action.....	111
15.2	SUSPENSION BY COUNTY FOR CONVENIENCE	111
15.2.1	Suspension Order.....	111
15.2.2	Resumption.....	111
15.2.3	Limitation.....	111
15.3	TERMINATION BY COUNTY FOR CONVENIENCE.....	111
15.3.1	Right to Terminate for Convenience.....	111
15.3.2	Contractor Obligations.....	111
15.3.3	Contractor Compensation.....	111
15.3.4	Exclusive Compensation.....	111
15.3.5	Subcontractors.....	112
15.4	TERMINATION BY CONTRACTOR.....	112
15.4.1	Contractor's Remedies.....	112
15.4.2	Notice of Intention to Terminate.....	112
15.4.3	Continuous Performance.....	112
15.5	WARRANTIES	112
ARTICLE 16 NON-DISCRIMINATION.....		112
16.1	NON-DISCRIMINATION IN SERVICES	112
16.2	NON-DISCRIMINATION IN EMPLOYMENT	113

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

(LONG FORM)

ARTICLE 1
GENERAL PROVISIONS

1.1 DEFINITIONS-GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

.1 that are the result of

(1) Differing Site Conditions,

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

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

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

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

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

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

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

.1 that is the result of

(a) a Compensable Change,

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

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

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

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

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

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

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

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

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

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

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

.2 NJPA Addenda;

.3 NJPA Membership Agreement;

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

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

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

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

1.1.35 **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.

1.1.36 **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.

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

1.1.38 **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.

1.1.39 **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.

1.1.40 **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.

1.1.41 **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.

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

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

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

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

1.1.46 **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.

1.1.47 **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.

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

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

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

1.1.51 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.

1.1.52 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.

1.1.53 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.

1.1.54 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.

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

1.1.56 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.).

1.1.57 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.

1.1.58 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".

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

1.1.60 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.

1.1.61 **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.

1.1.62 **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.

1.1.63 **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.

1.1.64 **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.

1.1.65 **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.

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

1.1.67 **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.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.145 **Tier.** "Tier" means the contractual level of a Subcontractor with respect to Contractor. For example, a "first-tier" Subcontractor is under contract with Contractor. A sub-subcontractor under contract with a first-tier Subcontractor is in the "second tier," and so on. Use of the phrase "of every Tier", or similar phraseology, in the Contract Documents shall not be interpreted as implying that other provisions of the Contract Documents, where such

phrase is not used, are intended to be limited in application to only the first Tier or to only certain other Tiers of Subcontractors.

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

1.1.147 Unexcused Delay. "Unexcused Delay" means any Delay that is not a Compensable Delay or Excusable Delay or that constitutes a Compensable Delay or Excusable Delay for which Contractor is not entitled to a Contract Adjustment to the Contract Time, including, without limitation, the following: (1) Delay caused by an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, a violation of an Applicable Law or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents; (2) Delay for which Contractor has failed to provide a timely and complete Notice of Delay or Request for Extension; or (3) Delay associated with any circumstances where the costs or risk associated with such circumstances are designated in the Contract Documents as being at Contractor's risk or Contractor's Own Expense.

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

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

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

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

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

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

1.2 CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

1.2.1 Design Intent. The intent of the Contract Documents is for Contractor to provide all items necessary to produce a work of improvement that is complete as a whole and that is, in all of its parts, suitable for use

and occupancy for its intended purpose, including, without limitation, all equipment, casework, mechanical, electrical and similar devices of whatever nature, completely installed, hooked-up and made fully operational and functional.

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

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

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

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

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

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

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

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

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

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

1.2.12 Modifiers. The Contract Documents may omit modifying words such as "all" and "any," and articles such as "the" and "an." If a modifier or an article is not included in one statement and appears in another, it is not intended to affect the interpretation of either statement. The use of the word "including," when following any

general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters whether or not non-limiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

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

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

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

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

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

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

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

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

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

.3 Addenda;

.4 Work Order

.5 EZIQC Contract;

.6EZIQC General Conditions EZIQC Supplementary General Conditions;

.7 General Requirements;

.8 Specifications;

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

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

.11 Reference Documents.

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

1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

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

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

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

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

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

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

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

ARTICLE 2 COUNTY RIGHTS AND OBLIGATIONS

2.1 INFORMATION, APPROVALS AND SERVICES REQUIRED OF COUNTY

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

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

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

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

- (1) a detailed description of the information, approval or decision required;
- (2) a statement that the County Review Period or County Review Date has expired or passed; and
- (3) a statement, prominently displayed, that: "PURSUANT TO PARAGRAPH 2.1.3 OF THE GENERAL CONDITIONS, THE FAILURE TO PROVIDE THE REQUESTED INFORMATION, APPROVAL OR DECISION WITHIN 7 CALENDAR DAYS FROM THIS NOTICE MAY RESULT IN A REQUEST FOR A CONTRACT ADJUSTMENT"; or

.2 in the case of information, approval or decision for which there is no County Review Period or County Review Date set forth in the County-approved Construction Schedule, thirty (30) Days have passed since the County and the individual from whom such information, approval or decision is sought have received from Contractor

a written notice that includes the statements set forth Clauses (1) and (2) of Subparagraph 2.1.3.1, above, and that includes a statement, prominently displayed, that: "PURSUANT TO PARAGRAPH 2.1.3 OF THE GENERAL CONDITIONS, THE FAILURE TO PROVIDE THE REQUESTED INFORMATION, APPROVAL OR DECISION WITHIN 30 CALENDAR DAYS FROM THIS NOTICE MAY RESULT IN A REQUEST FOR A CONTRACT ADJUSTMENT".

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

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

2.2 COUNTY'S RIGHT TO STOP THE WORK

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

2.3 COUNTY'S RIGHT TO CARRY OUT THE WORK

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

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

2.4 ACCOUNTING, RECORDS AND AUDIT

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

2.4.2 Books and Records. Contractor shall keep, and shall require provisions to be included in all contracts entered into by Subcontractors, of every Tier, requiring the Subcontractors, of every Tier, to keep, full and detailed books, records, information, materials and data, of every kind and character (hard copy, as well as computer readable data if it exists) that have any bearing on or pertain to any matters, rights, duties or obligations relating to the Project and all associated Work Orders, Work or Construction, including, without limitation, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, estimates, field orders, construction change directives, schedules, requests for information, diaries, logs, reports, shop drawings, samples, exemplars, drawings, specifications, invoices, delivery tickets, receipts, vouchers, cancelled checks, memoranda, accounting records, job cost reports, job cost files (including complete documentation of negotiated settlements), backcharges, general