

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



ITEM
3.49
(ID # 4150)

MEETING DATE:

Tuesday, August 29, 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 Cogeneration Plant
Upgrade Project – California Environmental Quality Act Exempt, Approval of
Construction Contract with Angeles Contractor Inc. and Preliminary Project
Budget, District 5. [\$2,549,781 – Line of Credit with Banc of America reimbursed
by RUHS Enterprise Fund 40050 - 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Authorize and include the Riverside University Health System (RUHS) Cogeneration (Cogen) Plant Upgrade Project to the Capital Improvement Program (CIP) project list;
2. Find that the RUHS Cogen Plant Upgrade Project located in Moreno Valley, California, is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 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 Notice of Exemption;

ACTION: CIP, Policy


Robert Field, Assistant County Executive Officer/EDA

6/27/2017

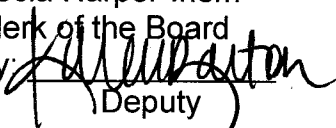

Zareh Sazafian, Chief Executive Officer – Health System

6/27/2017

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Washington, Perez and Ashley
Nays: None
Absent: Tavaglione
Date: August 29, 2017
xc: EDA, RUHS, Purchasing

Kecia Harper-Ihem
Clerk of the Board
By: 
Deputy

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RECOMMENDED MOTION: (Continued)

3. Approve the preliminary project budget in the amount of \$2,549,781 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;
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 Angeles Contractor, Inc. (Angeles), of Buena Park, California, for the RUHS Cogen Plant Upgrade Project;
5. Approve the attached construction contract between the County of Riverside (County) and Angeles in the amount of \$1,746,416 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 the construction contract with Angeles in accordance with applicable Board policies;
7. Delegate project management authority for the project to the Assistant County Executive Officer/EDA in accordance with applicable Board policies, including the authority to utilize consultants on the approved pre-qualified list for services in connection with the project, and are within the approved project budget; and
8. Authorize the Purchasing Department to execute consultant services agreements for consultants that have been pre-qualified for services up to \$100,000 per project, per fiscal year, in accordance with applicable Board policies.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 20,610	\$ 2,529,171	\$ 2,549,781	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Line of Credit with Banc of America reimbursed by RUHS Enterprise Fund 40050 - 100%			Budget Adjustment:	No
			For Fiscal Year:	2016/17

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The RUHS hospital initiated a project to recommission the existing Cogen Plant at 26520 Cactus Avenue, Moreno Valley, California. The plant consists of two 750 Kilowatt (KW) Waukesha natural gas powered engines which experienced failures and were permanently shut down. It was determined during an assessment that the Cogen Plant was incorrectly designed

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per the Waukesha manufacturer recommendations, which resulted in the engine failures. This project will repair, upgrade and re-design the Cogen Plant correcting the design deficiencies and will bring the units into compliance with State and Federal Code requirements.

Some of the benefits of recommissioning the Cogen Plant are; producing a substantial increase in the amount of KW hours per month, providing increased electrical support for the hospital's chiller plant, and the production of waste heat which is captured and used to provide heating and hot water for the hospital. By using this waste heat, the three large boilers that normally provide hot water will have greatly diminished run times. This, in turn, will make Air Quality Management District (AQMD) compliance easier for the boilers. A fully functional Cogen Plant represents a significant financial savings for the hospital.

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

Angeles, an approved EZIQC contractor, submitted a proposal in accordance with the EZIQC contract in the amount of \$1,746,416. In order to keep the project moving forward, avoid impact and meet project schedule commitments, EDA recommends the Board approve the RUHS Cogen Plant Upgrade project. This project delivery method will facilitate and expedite the delivery of the project. RUHS will procure the maintenance service agreement before the end of construction.

BACKGROUND:

Summary (Continued)

The repairs, upgrade and re-design of the Cogen Plant would occur at the same site and in generally the same location as the existing system, 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 with the replacement of the Cogen Plant at the RUHS hospital; therefore, EDA recommends the Clerk of the Board file the attached Notice of Exemption for the project.

Impact on Residents and Businesses

The RUHS hospital provides an important economic impact to the region with their services. As part of the County's commitment to provide a high level of customer service and satisfaction, re-commissioning the Cogen Plant will benefit the hospital by providing improved levels of heat, hot water and a reduction of electricity, allowing the hospital to operate more efficiently while complying with State and Federal code requirements.

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Contract History and Price Reasonableness

In accordance with the EZIQC contract, Angeles provided a responsible and responsive proposal for the RUHS Cogen Plant Upgrade 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.

Additional Fiscal Information

On February 4, 2014, Item 3-13, the Board of Supervisors (Board) approved a multi-year lease line of credit in the amount of \$40 million dollars for the County Purchasing Department to finance purchases of fixed assets with Banc of America Public Capital Corporation. The Financing for the Cogen Plant will be provided at a very attractive rate under two percent.

Additional Fiscal Information

There are two primary expected fiscal benefits of recommissioning the Cogen Plant:

- The estimated electrical savings from the fully functional Cogen Plant is \$1.18 million annually.
- Waste heat production by the Cogen will be captured and used to provide heating and hot water for the hospital. By using this waste heat, the three large boilers that normally provide hot water will have greatly diminished run times. This, in turn, will make Air Quality Management District (AQMD) compliance easier for the boilers. Hot water cost savings is estimated to be \$92,000.

The cost to operate and maintain (O&M) the plant enters into this decision. These are estimated in the first year to be \$429,000 for gas cost and \$273,000 for maintenance.

Angeles estimates the useful life of the refurbished Cogen to be in excess of 15 years. Generally accepted accounting practices for a new Cogen call for a depreciation schedule of 15 years. To be conservative, staff analyzed the net cost/savings of this project assuming a minimum of 10 years of life and a maximum of 15 years from the refurbished plant.

Return on Investment Summary

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	1	2	3	4	5	6-10	11-15
Financing	527,500	527,500	527,500	527,500	527,500	-	-
O&M cost	702,000	702,000	702,000	702,000	702,000	3,510,000	3,510,000
Saving	1,272,000	1,272,000	1,272,000	1,272,000	1,272,000	6,360,000	6,360,000
Total	42,500	42,500	42,500	42,500	42,500	2,850,000	2,850,000
Cumulative	42,500	85,000	127,500	170,000	212,500	3,062,500	5,912,500
ROI					9%	122%	236%

Cash flow for this project is projected to be positive every year. This project breaks even during the fifth year of operation, and significant profit occurs in years 6-10 and 11-15. The net projected cash benefit of the project is \$3.1 million over 10 years and \$5.9 million over 15 years. The Return on Investment is positive but small in the first 5 years, but calculates out to a very healthy average 8.3 percent per year at the 10-year point and beyond.

Additional Fiscal Information

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

PROJECT BUDGET LINE ITEMS	BUDGET CATEGORY	PROJECT BUDGET AMOUNT
Architectural Design	1	0
Construction Management	2	5,000
Construction Contract	3	1,746,416
Construction Inspection	4	0
Project Management	5	79,380
Fixtures, Furnishings, Equipment	6	0
Other Soft Costs / Specialty Consultants	7	247,641
Project Contingency	8	231,344
Minor Construction	9	240,000
Preliminary Project Budget		\$ 2,549,781


Costs in the amount of \$20,610 have been expended in FY 2016/17; the remaining balance in the amount of \$2,529,171 will be expended in FY 2017/18. All costs will be 100% funded through the Line of Credit with Banc of America reimbursed by RUHS Enterprise Fund 40050 - 100%; therefore, no departmental budget adjustment is required at this time.

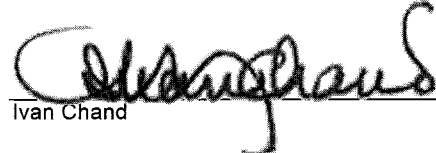
Attachments:

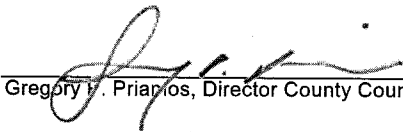
Notice of Exemption
Construction Contract with Angeles Contractor, Inc.

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RF:JV:VC:SP:RM:NC:tv FM08430007602 4150 - 13571
S:\Project Management Office\FORM 11'S\FORM 11's in Process\4150 - 13571_D7 - 007602 - RUHS Cogen Plant Upgr - Proj Budg,
EZIQC Construc Agr-Angeles_082917.doc


Rashmi Dasika, Principal Management Analyst 8/21/2017


Ivan Chand 8/21/2017


Gregory V. Priarios, Director County Counsel 6/27/2017



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

8/31/17
Date

KB
Initial

NOTICE OF EXEMPTION

April 26, 2017

Project Name: County of Riverside, Riverside University Health System (RUHS) Cogen Rebuild Project, Moreno Valley

Project Number: FM08430007602

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 has an existing Cogen facility that provides improved levels of heat, hot water and reduction of electricity for the facility while complying with State and Federal code. The plant consists of two 750 Kilowatt (KW) Waukesha natural gas powered engines that produce 1500 KW electricity. The two engines associated with the Cogen facility have stopped functioning due to improper design. The repair, upgrade and re-design of the Cogen facility to restore operational status is identified as the proposed Project under the California Environmental Quality Act (CEQA). The RUHS Medical Center repair, upgrade and re-design of the Cogen facility 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 rebuild of the Cogen facility. The replacement facility will be of similar size and capacity and will meet emissions requirements. The operation of the facility will continue to support the provision of 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.

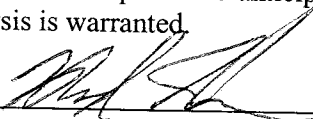
Reasons Why Project is Exempt: The proposed project is categorically exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project will not result in any specific or general exceptions to the use of the categorical exemption as detailed under State CEQA 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 repair, upgrade and re-design of the Cogen facility at the RUHS Medical Center.

AUG 29 2017 3.49

- **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 a replacement of existing equipment 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 repair, upgrade and re-design of the Cogen facility that provides power to run the RUHS Medical Center. The Cogen system is part of an existing facility that provides medical services and the repair, upgrade and re-design of the Cogen facility would have the same purpose as the existing facility. 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 new Cogen facility to replace the Cogen facility at an existing facility will not result in any direct or indirect physical environmental impacts. The replacement Cogen facility 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 Cogen facility 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: _____

4/26/17

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 Cogen Replacement Project, Moreno Valley

Accounting String: 542040-40050-7200800000- FM08430007602

DATE: April 26, 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: Nancy Cano, Facilities Project Manager III, Economic Development Agency

-TO BE FILLED IN BY COUNTY CLERK-

ACCEPTED BY: -

DATE: -

RECEIPT # (S) -



Date: April 26, 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 # FM08430007602**
Riverside University Health System Medical Center Cogen Replacement 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

EZIQC SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

FM08430007602

RUHS COGENERATION PLANT UPGRADE PROJECT



PREPARED BY
COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY

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Supplemental General Conditions of the Standard Form NJPA IQC-Work Order Contract (EZIQC) between County & Contractor	<u>114</u>
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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.

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

Member Name:

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

[Signature]
AUTHORIZED SIGNATURE
EXECUTIVE DIRECTOR
TITLE
9/1/11
DATE

RECIA HARPER-IHEM, Clerk
By [Signature]
DEPUTY

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

09/21/2010

OCT 18 2011 3:13



INDEFINITE QUANTITY CONSTRUCTION AGREEMENT

IFB NUMBER: CA-GC07B-082013-AC

GEOGRAPHIC AREA Riverside

This Agreement dated August 20, 2013, by and between the National Joint Powers Alliance, hereinafter referred to as NJPA and Angeles Contractors at the following address 8461 Commonwealth Avenue, Buena Park, CA 90621.

hereinafter referred to as the CONTRACTOR.

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

ARTICLE 1. CONTRACT DOCUMENTS

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

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

ARTICLE 2. SCOPE OF WORK

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

ARTICLE 3. THE AGREEMENT PRICE

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

0.9514

(Specify to four (4) decimal places)

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

0.9515
(Specify to four (4) decimal places)

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

0.8973
(Specify to four (4) decimal places)

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

0.9515
(Specify to four (4) decimal places)

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

1.2649
(Specify to four (4) decimal places)

ARTICLE 4. TERM OF THE AGREEMENT

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

ARTICLE 5. SOFTWARE LICENSING

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

ARTICLE 6. IQCC SYSTEM LICENSE

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

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

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

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

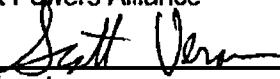
equity. In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled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

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

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

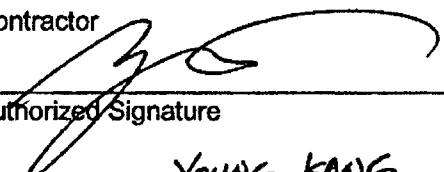
By:

National Joint Powers Alliance

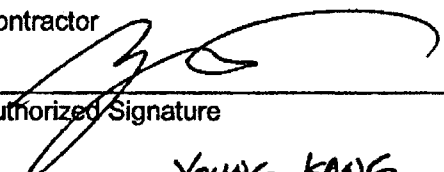


Authorized Signature

Contractor



Authorized Signature



Print Name

Contract Number: CA-GC07B-082013-AC (assigned by NJPA)

Work Order Signature Document

EZIQc Contract No.: CA-RC02GCO-102015-ACI

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

Work Order Number.: ezIQc-ACI-FM08430007602.00 Work Order Date: 06/07/2017

Work Order Title: Riverside County Regional Medical Center Cogeneration – Rehabilitation Project

Owner Name: EDA County of Riverside Contractor Name: Angeles Contractor Inc.

Contact: Nancy Cano Contact: Alex Cho

Phone: 951-906-9525 Phone: 714.443.3655

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-RC02GCO-102015-ACI.

Brief Work Order Description:

ezIQc Project No. 041501 Riverside County Regional Medical Center Cogeneration – Rehabilitation Project

Time of Performance Estimated Start Date: 09/18/2017
Estimated Completion Date: 09/17/2018

Liquidated Damages Will apply: Will not apply:

Work Order Firm Fixed Price: \$1,746,416.00

Owner Purchase Order Number: ezIQc-ACI-FM08430007602.00

Approvals

Nancy Cano 6-12-17
EDA County of Riverside Date

[Signature] 6/9/17
Contractor Date

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.

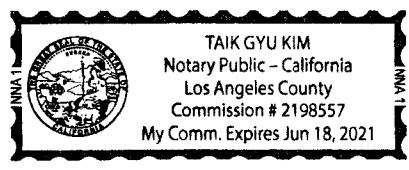
State of California)
County of Los Angeles)

On 6 / 9 / 2017 before me, Taik Gyu Kim, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Young Kang
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 [Handwritten 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: _____

Detailed Scope of Work

To: Alex Cho
Angeles Contractor Inc.
8461 Commonwealth Ave
Buena Park, CA 90621
714.443.3655

From: Nancy Cano
EDA County of Riverside
3403 Tenth St. Suite 500
Riverside, CA 92501
951-906-9525

Date Printed: June 07, 2017

Work Order Number: eziQC-ACI-FM08430007602.00

Work Order Title: Riverside County Regional Medical Center Cogeneration – Rehabilitation Project

Brief Scope: eziQC Project No. 041501 Riverside County Regional Medical Center Cogeneration – Rehabilitation Project

Preliminary

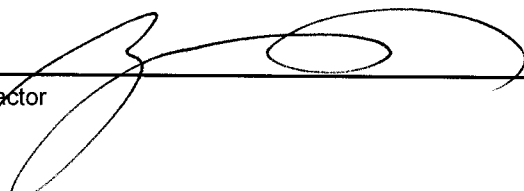
Revised

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.

Scope includes phased work for the complete rehabilitation and repair of the combined heat and power (CHP)/cogeneration facility at the Riverside University Health System - Medical Center (RUHS-MC). Work includes full repair and re-commissioning the the entire CHP installation at the hospital, including the two Waukesha engines, heat exchangers/recovery units, emissions controls and all other "balance of plant" (BOP) equipment. This work will allow the plant to once again resume operations and operate continuously and reliably for years to come reducing the Hospital's annual energy costs. The nature of the project is highly complex and requires very specialized trade labor to perform the on-site rebuilding of the engines; this work must be performed by Waukesha-certified technicians and pipe fitters, and will be very labor intensive due to the complexity of the entire plant.

Subject to the terms and conditions of JOC Contract **CA-RC02GCO-102015-ACI**.



Contractor

6/9/17

Date



EDA County of Riverside

6-7-17

Date

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 Los Angeles)

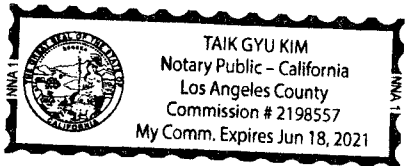
On 6 / 9 / 2017 before me, Taik Gyu Kim, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Young Kang
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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Contractor's Price Proposal - Summary

Date: June 07, 2017

Re: IQC Master Contract #: CA-RC02GCO-102015-ACI
Work Order #: ezIQC-ACI-FM08430007602.00
Owner PO #: ezIQC-ACI-FM08430007602.00
Title: Riverside County Regional Medical Center Cogeneration – Rehabilitation Project
Contractor: Angeles Contractor Inc.
Proposal Value: \$1,746,416.00

Bond Cost	\$23,121.10
Commission Cogen Plant	\$390,805.24
Crane	\$7,614.22
Equipment Delivery	\$1,396.06
Forklift	\$21,292.94
Maintenance and Replacements	\$1,121,472.27
Modifications and Additions	\$175,010.86
Traffic Control	\$2,703.36
Trash Dumpster	\$2,999.95
Proposal Total	\$1,746,416.00

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

The Percentage of NPP on this Proposal: %

Contractor's Price Proposal - Detail

Date: June 07, 2017

Re: IQC Master Contract #: CA-RC02GCO-102015-ACI
 Work Order #: ezIQC-ACI-FM08430007602.00
 Owner PO #: ezIQC-ACI-FM08430007602.00
 Title: Riverside County Regional Medical Center Cogeneration – Rehabilitation Project
 Contractor: Angeles Contractor Inc.
 Proposal Value: \$1,746,416.00

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
Bond Cost					
1	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$23,121.10
			Installation	Quantity 21,508.00 x Unit Price 1.00 x Factor 1.1000 = Total 23,658.80	
Subtotal for Bond Cost					\$23,121.10
Commission Cogen Plant					
2	23 09 23 00 0004		HR	EMCS Engineering Project Management	\$19,717.20
			Installation	Quantity 100.00 x Unit Price 164.31 x Factor 1.2000 = Total 19,717.20	
3	23 09 23 00 0005		HR	EMCS System Engineering, Schematic Design And Layout	\$20,912.40
			Installation	Quantity 100.00 x Unit Price 174.27 x Factor 1.2000 = Total 20,912.40	
4	23 09 23 00 0006		HR	EMCS System Software Programming And Graphics Programming	\$8,364.96
			Installation	Quantity 40.00 x Unit Price 174.27 x Factor 1.2000 = Total 8,364.96	
5	23 09 23 00 0007		HR	EMCS Graphics Picture Creation	\$10,757.76
			Installation	Quantity 80.00 x Unit Price 112.06 x Factor 1.2000 = Total 10,757.76	
6	23 09 23 00 0008		HR	EMCS System Controls Training	\$29,575.80
			Installation	Quantity 150.00 x Unit Price 164.31 x Factor 1.2000 = Total 29,575.80	
7	23 09 23 00 0009		HR	EMCS On Site System Diagnostics Field Technician	\$31,547.52
			Installation	Quantity 160.00 x Unit Price 164.31 x Factor 1.2000 = Total 31,547.52	
8	23 09 23 00 0010		HR	EMCS Remote Technical Support Using Phone Or Internet	\$32,870.40
			Installation	Quantity 200.00 x Unit Price 136.96 x Factor 1.2000 = Total 32,870.40	
9	23 09 23 00 0011		HR	EMCS Travel Time (All Personnel)	\$198,772.78
			Installation	Quantity 1,167.00 x Unit Price 141.94 x Factor 1.2000 = Total 198,772.78	
10	23 09 23 00 0013		PNT	EMCS Field Test Priced per point. Task used after warranty period only.	\$10,459.20
			Installation	Quantity 100.00 x Unit Price 87.16 x Factor 1.2000 = Total 10,459.20	

Contractor's Price Proposal - Detail Continues..

Work Order Number: ezIQC-ACI-FM08430007602.00

Work Order Title: Riverside County Regional Medical Center Cogeneration – Rehabilitation Project

Commission Cogen Plant

11	23 09 23 00 0014	PNT	EMCS Field Checkout And Startup	Priced per point. Task used after warranty period only.					\$10,459.20
		Installation	Quantity	Unit Price	Factor	=	Total		
			100.00	87.16	1.2000		10,459.20		
12	23 09 23 00 0015	PNT	EMCS Field Commissioning	Priced per point. Used when the owner requires an independent commissioning firm.					\$10,459.20
		Installation	Quantity	Unit Price	Factor	=	Total		
			100.00	87.16	1.2000		10,459.20		
13	32 84 23 00 0280	EA	Command Center Water Management Software For Central Computer (Calsense COMM-1)						\$6,908.82
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	5,757.35	1.2000		6,908.82		

Subtotal for Commission Cogen Plant **\$390,805.24**

Crane

14	01 22 23 00 0869	DAY	6 Ton Lift Hydraulic Crane With Full-Time Operator						\$7,614.22
		Installation	Quantity	Unit Price	Factor	=	Total		
			6.00	1,057.53	1.2000		7,614.22		

Subtotal for Crane **\$7,614.22**

Equipment Delivery

15	01 71 13 00 0004	EA	Equipment Delivery, Pickup, Mobilization And Demobilization Using A Tractor Trailer With Up To 53' Bed	Includes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as bulldozers, motor scrapers, hydraulic excavators, gradalls, road graders, loader-backhoes, heavy duty construction loaders, tractors, pavers, rollers, bridge finishers, straight mast construction forklifts, telescoping boom rough terrain construction forklifts, telescoping and articulating boom manlifts with >40' boom lengths, etc.					\$1,396.06
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.89	402.63	1.2000		1,396.06		

Subtotal for Equipment Delivery **\$1,396.06**

Forklift

16	01 22 23 00 0948	WK	10,000 LB Straight Mast, Rough Terrain Construction Forklift With Full-Time Operator						\$20,291.18
		Installation	Quantity	Unit Price	Factor	=	Total		
			4.00	4,227.33	1.2000		20,291.18		
17	01 22 23 00 0948 0039		For Propane Instead Of Gas Or Diesel, Add						\$1,001.76
		Installation	Quantity	Unit Price	Factor	=	Total		
			4.00	208.70	1.2000		1,001.76		

Subtotal for Forklift **\$21,292.94**

Maintenance and Replacements

18	01 22 20 00 0004	HR	Boilermaker	For tasks not included in the Construction Task Catalog® and as directed by owner only.					\$66,562.56
		Installation	Quantity	Unit Price	Factor	=	Total		
			640.00	86.67	1.2000		66,562.56		
19	01 22 20 00 0004 0004		For Foreman, Add						\$3,325.44
		Installation	Quantity	Unit Price	Factor	=	Total		
			640.00	4.33	1.2000		3,325.44		

Contractor's Price Proposal - Detail Continues..

Work Order Number: ezIQC-ACI-FM08430007602.00

Work Order Title: Riverside County Regional Medical Center Cogeneration – Rehabilitation Project

Maintenance and Replacements

20	01 22 20 00 0010	HR	Electrician	For tasks not included in the Construction Task Catalog® and as directed by owner only.						\$50,664.96
		Installation	Quantity		Unit Price		Factor	=	Total	
			640.00	x	65.97	x	1.2000	=	50,664.96	
21	01 22 20 00 0010 0004			For Foreman, Add						\$2,534.40
		Installation	Quantity		Unit Price		Factor	=	Total	
			640.00	x	3.30	x	1.2000	=	2,534.40	
22	01 22 20 00 0025	HR	Plumber	For tasks not included in the Construction Task Catalog® and as directed by owner only.						\$47,202.00
		Installation	Quantity		Unit Price		Factor	=	Total	
			500.00	x	78.67	x	1.2000	=	47,202.00	
23	01 22 20 00 0025 0004			For Foreman, Add						\$2,358.00
		Installation	Quantity		Unit Price		Factor	=	Total	
			500.00	x	3.93	x	1.2000	=	2,358.00	
24	01 22 20 00 0040	HR	Welder	For tasks not included in the Construction Task Catalog® and as directed by owner only.						\$48,689.28
		Installation	Quantity		Unit Price		Factor	=	Total	
			480.00	x	84.53	x	1.2000	=	48,689.28	
25	01 22 20 00 0040 0004			For Foreman, Add						\$2,436.48
		Installation	Quantity		Unit Price		Factor	=	Total	
			480.00	x	4.23	x	1.2000	=	2,436.48	
26	22 11 16 00 0005	LF	1-1/4" Schedule 40 Threaded Galvanized Steel Pipe With 150 LB Malleable Iron Fitting Assembly	Includes all hangers and all galvanized malleable iron fittings (couplings, elbows, tees and reducer fittings). All hangers are complete assemblies. Not for use where detail is available.						\$1,485.89
		Installation	Quantity		Unit Price		Factor	=	Total	
			80.00	x	15.12	x	1.2000	=	1,451.52	
		Demolition	Quantity		Unit Price		Factor	=	Total	
			8.00	x	3.58	x	1.2000	=	34.37	
27	22 11 16 00 0016	LF	3/4" Schedule 40, Threaded And Coupled, Galvanized Steel Pipe							\$460.80
		Installation	Quantity		Unit Price		Factor	=	Total	
			40.00	x	6.46	x	1.2000	=	310.08	
		Demolition	Quantity		Unit Price		Factor	=	Total	
			40.00	x	3.14	x	1.2000	=	150.72	
28	22 11 16 00 0016	LF	3/4" Schedule 40, Threaded And Coupled, Galvanized Steel Pipe							\$691.20
		Installation	Quantity		Unit Price		Factor	=	Total	
			60.00	x	6.46	x	1.2000	=	465.12	
		Demolition	Quantity		Unit Price		Factor	=	Total	
			60.00	x	3.14	x	1.2000	=	226.08	
29	22 11 16 00 0035	EA	4", 150 LB, Galvanized Malleable Iron 90 Degree Elbow							\$1,213.58
		Installation	Quantity		Unit Price		Factor	=	Total	
			4.00	x	196.46	x	1.2000	=	943.01	
		Demolition	Quantity		Unit Price		Factor	=	Total	
			4.00	x	56.37	x	1.2000	=	270.58	
30	22 11 16 00 0068	EA	6", 150 LB, Galvanized Malleable Iron 45 Degree Elbow							\$10,098.65
		Installation	Quantity		Unit Price		Factor	=	Total	
			14.00	x	539.59	x	1.2000	=	9,065.11	
		Demolition	Quantity		Unit Price		Factor	=	Total	
			14.00	x	61.52	x	1.2000	=	1,033.54	
31	22 11 16 00 0741	EA	3/4" x 3/4" Brass Push-Fit Pipe To FNPT Connector(Sharkbite)							\$77.26
		Installation	Quantity		Unit Price		Factor	=	Total	
			2.00	x	21.34	x	1.2000	=	51.22	
		Demolition	Quantity		Unit Price		Factor	=	Total	
		Connectors	2.00	x	10.85	x	1.2000	=	26.04	

Contractor's Price Proposal - Detail Continues..

Work Order Number: eziQC-ACI-FM08430007602.00

Work Order Title: Riverside County Regional Medical Center Cogeneration – Rehabilitation Project

Maintenance and Replacements

32	22	11	16	00	0745	EA	1/2" x 1/2" Brass Push-Fit Pipe To MNPT Connector(Sharkbite)					\$67.73
							Installation	Quantity	Unit Price	Factor	=	Total
								2.00	x	18.70	x	44.88
							Demolition	Quantity	Unit Price	Factor	=	Total
							Demolition pump Connectors	2.00	x	9.52	x	22.85
33	22	11	19	00	0022	EA	1-1/4" Inside Diameter Hose x 1-1/2" Male Pipe Thread Serrated Shank Nipple					\$128.16
							Installation	Quantity	Unit Price	Factor	=	Total
								2.00	x	43.12	x	103.49
							Demolition	Quantity	Unit Price	Factor	=	Total
							Demolition Connectors	2.00	x	10.28	x	24.67
34	22	11	19	00	0187	EA	Recessed Stainless Steel Hose Box With Wall Flange Less Door (Acorn 8145)Includes hot and cold hose connections.					\$1,043.04
							Installation	Quantity	Unit Price	Factor	=	Total
								2.00	x	406.84	x	976.42
							Demolition	Quantity	Unit Price	Factor	=	Total
							Demolition Hose box	2.00	x	27.76	x	66.62
35	22	11	19	00	0308	EA	8" Flanged Double Check Valve Assembly With Butterfly Valves (Watts 757 BFG series)					\$29,474.71
							Installation	Quantity	Unit Price	Factor	=	Total
								3.00	x	7,513.50	x	27,048.60
							Demolition	Quantity	Unit Price	Factor	=	Total
							Demolition Balance valves	3.00	x	673.92	x	2,426.11
36	22	11	19	00	0407	EA	10" Flanged Reduced Pressure Zone Assembly With Outside Stem And Yoke Shut-offs (Watts 909 OSY series)					\$89,714.34
							Installation	Quantity	Unit Price	Factor	=	Total
								5.00	x	14,155.28	x	84,931.68
							Demolition	Quantity	Unit Price	Factor	=	Total
							Demolition Pressure regulator	5.00	x	797.11	x	4,782.66
37	22	13	63	00	0008	EA	Extension Bracket, Wall To Mast, 316 Stainless SteelFor "T" and "Y" wall application, including hardware.					\$824.64
							Installation	Quantity	Unit Price	Factor	=	Total
								2.00	x	343.60	x	824.64
							Bracket					
38	22	13	63	00	0020	EA	Mast Assembly (Vertical)Including 304 stainless steel lowering device, 20' 4" x 4" 304 stainless steel guide rail, fixation plate, bottom bearing plate, all anchors and bolts					\$222,834.43
							Installation	Quantity	Unit Price	Factor	=	Total
								32.00	x	5,802.98	x	222,834.43
39	22	13	66	00	0007	EA	Lower Housing Replacement, Including Casing, Liner, Cutter And Bearings. For Series 8000					\$43,545.46
							Installation	Quantity	Unit Price	Factor	=	Total
								4.00	x	9,071.97	x	43,545.46
40	22	51	19	00	0045	EA	45,000 Gallon Filter System, Diatomite					\$16,210.78
							Installation	Quantity	Unit Price	Factor	=	Total
								1.00	x	11,201.83	x	13,442.20
							Demolition	Quantity	Unit Price	Factor	=	Total
							Demolition	1.00	x	2,307.15	x	2,768.58
41	22	51	23	00	0107	EA	6" Clamp On Saddle Flow Sensor Kit, Integral 4 To 20 mA Output Signal (Pentair 97016-4206KIT)					\$1,163.41
							Installation	Quantity	Unit Price	Factor	=	Total
								1.00	x	969.51	x	1,163.41
							Sensor					

Contractor's Price Proposal - Detail Continues..

Work Order Number: ezIQC-ACI-FM08430007602.00

Work Order Title: Riverside County Regional Medical Center Cogeneration – Rehabilitation Project

Maintenance and Replacements

42	23 01 10 00 0013	EA	>100' To 250', >4" To 10" Diameter Pipe, Purge Gas Systems						\$6,112.01
		Installation	Quantity	Unit Price	Factor	=	Total		
			6.00	848.89	1.2000		6,112.01		
43	23 05 13 00 0059	EA	200 HP, 3,600 RPM, 444TS NEMA Cast Iron Frame, Premium Efficient, Open Drip Proof Motor						\$12,191.98
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	10,159.98	1.2000		12,191.98		
			This line item accounts for; pre/post lube pump, including, viking pump, motor starter, motor base, relays, switches, bushings, fittings, enclosure, hoses, wires, labels.						
44	23 05 19 00 0212	EA	For 1-1/2" To 3" Pipe, Probe Assembly With Display, Adjustable, Insertion Turbine Flowmeter						\$5,410.56
		Installation	Quantity	Unit Price	Factor	=	Total		
			4.00	1,047.85	1.2000		5,029.68		
		Demolition	Quantity	Unit Price	Factor	=	Total		
			4.00	79.35	1.2000		380.88		
45	23 05 19 00 0275	EA	1-1/2" In Line Chemical Resistant Flowmeter With SPDP Switch						\$4,891.78
		Installation	Quantity	Unit Price	Factor	=	Total		
			8.00	459.97	1.2000		4,415.71		
		Demolition	Quantity	Unit Price	Factor	=	Total		
			8.00	49.59	1.2000		476.06		
			liquid level switchgag						
46	23 09 23 00 0123	EA	Unrestricted Network Area Java Controller Supporting 27 Devices (Controller Only)Unrestricted limit on connected devices. Includes 128 MB RAM / 32 MB Flash, 10/100 MB ethernet port, 1 RS-485 port, 1 RS-232 port, 1 LonWorks FTT 10 port, 6 universal inputs (analog or contact/pulse input), 4 form C (SPDT) relay outputs. Excludes UI service and Enterprise connectivity service. Honeywell WEB-403-EXP-AX. As with other WEBs controllers, capacity is limited by the characteristics of the application including size and complexity.						\$6,574.91
		Installation	Quantity	Unit Price	Factor	=	Total		
			1.00	5,155.45	1.2000		6,186.54		
		Demolition	Quantity	Unit Price	Factor	=	Total		
			1.00	323.64	1.2000		388.37		
47	23 09 23 00 0130	EA	Serial LonTalk Card For LonWorks Bus And A PC (Honeywell Q7752B2009)For laptop computer.						\$2,021.06
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	782.36	1.2000		1,877.66		
		Demolition	Quantity	Unit Price	Factor	=	Total		
			2.00	59.75	1.2000		143.40		
48	23 09 23 00 0728	EA	Up 200 Point, Router/Gateway/Processor Multi-Purpose Module (Automated Logic ME-LGR200)						\$12,196.34
		Installation	Quantity	Unit Price	Factor	=	Total		
			2.00	4,869.37	1.2000		11,686.49		
		Demolition	Quantity	Unit Price	Factor	=	Total		
			2.00	212.44	1.2000		509.86		
			Module						
49	23 09 23 00 0934	EA	Analog Transmitter, 4 Point, 4 Sensor Air Flow Monitoring Station (Ebtron GTA116)10' cable, 60" x 48" typical duct size.						\$64,386.34
		Installation	Quantity	Unit Price	Factor	=	Total		
			14.00	3,757.54	1.2000		63,126.67		
		Demolition	Quantity	Unit Price	Factor	=	Total		
			14.00	74.98	1.2000		1,259.66		
50	23 09 23 00 1046	EA	1-1/4" 2-Way Brass Ball Valve With Actuator (Belimo B232+ARB24-3)						\$1,409.38
		Installation	Quantity	Unit Price	Factor	=	Total		
			4.00	272.47	1.2000		1,307.86		
		Demolition	Quantity	Unit Price	Factor	=	Total		
			4.00	21.15	1.2000		101.52		

Contractor's Price Proposal - Detail Continues..

Work Order Number: ezIQC-ACI-FM08430007602.00

Work Order Title: Riverside County Regional Medical Center Cogeneration – Rehabilitation Project

Maintenance and Replacements

51	23	12	23	00	0006	EA	Natural Gas Booster Pump, 2" Outlet Size					\$5,974.75
							Installation	Quantity	Unit Price	Factor	Total	
								4.00	1,107.76	x	5,317.25	
							Demolition	Quantity	Unit Price	Factor	Total	
								4.00	136.98	x	657.50	
							Auxiliary Pump					
52	23	21	13	23	0521	EA	18" Diameter Pipe; Bolt, Nut And 150 LB Rubber Flange Gasket SetIncludes rubber gasket, and sixteen (16) 1-1/8" diameter bolts with washer and nut.					\$10,728.29
							Installation	Quantity	Unit Price	Factor	Total	
								36.00	248.34	x	10,728.29	
							Single Cylinder Head Gasket Set					
53	23	21	13	23	0521	0099	For 150 LB Rating Teflon Gasket Set, Add					\$14,000.26
							Installation	Quantity	Unit Price	Factor	Total	
								36.00	324.08	x	14,000.26	
54	23	21	13	23	1532	EA	16" Flanged Adapter Nipples With Groove Gasket, ANSI CL 125 And 150					\$10,108.75
							Installation	Quantity	Unit Price	Factor	Total	
								4.00	1,965.07	x	9,432.34	
							Demolition	Quantity	Unit Price	Factor	Total	
								4.00	140.92	x	676.42	
							Lot, Gaskets, Seals, Hoses					
55	23	21	13	23	1532	0186	For Galvanized Fittings, Add					\$1,515.26
							Installation	Quantity	Unit Price	Factor	Total	
								4.00	315.68	x	1,515.26	
56	23	21	23	16	0012	EA	60 HP, 1,500 GPM At 100' Head Single Stage Cast Iron Centrifugal Pump (B&G 1510, 6 E, BF, 364T)					\$33,060.14
							Installation	Quantity	Unit Price	Factor	Total	
								2.00	12,288.94	x	29,493.46	
							Demolition	Quantity	Unit Price	Factor	Total	
								2.00	1,486.12	x	3,566.69	
							Two pumps required					
57	23	38	13	16	0012	EA	12'-6" Long x 60" Deep Dry Filter Exhaust Hood					\$19,326.89
							Installation	Quantity	Unit Price	Factor	Total	
								2.00	7,064.58	x	16,954.99	
							Demolition	Quantity	Unit Price	Factor	Total	
								2.00	988.29	x	2,371.90	
							Filters					
58	23	71	13	23	0002	EA	325 Gallon Nickelshield Storage Tank					\$74,782.42
							Installation	Quantity	Unit Price	Factor	Total	
								4.00	15,434.83	x	74,087.18	
							Demolition	Quantity	Unit Price	Factor	Total	
								4.00	144.84	x	695.23	
59	26	05	13	00	0008	MLF	#2/0 AWG Cable, XLP, 5 KV, Placed In Conduit, Shielded, Single Copper Conductor					\$1,406.85
							Installation	Quantity	Unit Price	Factor	Total	
								0.20	4,920.56	x	1,180.93	
							Demolition	Quantity	Unit Price	Factor	Total	
								0.20	941.31	x	225.91	
60	26	05	13	00	0023	MLF	#4/0 AWG Cable, XLP, 5 KV, Direct Burial, Shielded, Single Copper Conductor, 133% Insulation					\$3,300.38
							Installation	Quantity	Unit Price	Factor	Total	
								0.50	5,500.64	x	3,300.38	
61	26	05	19	23	0011	EA	Watertight Connector For Flat Cable Festoon Cable System Components					\$413.71
							Installation	Quantity	Unit Price	Factor	Total	
								12.00	22.09	x	318.10	
							Demolition	Quantity	Unit Price	Factor	Total	
								12.00	6.64	x	95.62	
							Liquid tight connector					

Contractor's Price Proposal - Detail Continues..

Work Order Number: ezIQC-ACI-FM08430007602.00

Work Order Title: Riverside County Regional Medical Center Cogeneration – Rehabilitation Project

Maintenance and Replacements

Item #	Code	Description	EA	Quantity	Unit Price	Factor	Total
62	26 05 29 00 0123	3-1/2" Conduit, Clamp Back Spacer	EA				\$252.10
		Installation		16.00	13.13	1.2000	252.10
		Spacers					
63	26 05 33 13 0010	3/4" Electrical Metallic Tubing (EMT) With 6 #12 THHN/THWN Assembly Includes conduit, set screw connectors, set screw couplings, straps, wire as indicated. Not for use where detail is available.	CLF				\$2,758.11
		Installation		2.50	636.57	1.2000	1,909.71
		Demolition		2.50	282.80	1.2000	848.40
		Conduit Assembly					
64	26 05 33 13 0684	4" Electrical Metallic Tubing (EMT) Insulated Box Connector With Set Screw	EA				\$487.34
		Installation		4.00	89.42	1.2000	429.22
		Demolition		4.00	12.11	1.2000	58.13
		Connector					
65	26 05 33 13 0684 0029	For Installation Above 14', Add					\$21.79
		Installation		4.00	4.54	1.2000	21.79
66	26 05 33 13 0684 0395	For Personal Protective Equipment (Arc Flash) When Working On Energized Equipment, Add					\$43.63
		Installation		4.00	9.09	1.2000	43.63
67	26 09 23 00 0486	System Power Pack and Relay, Switching Module (Sensor Switch nLight® nPP 16)	EA				\$310.92
		Installation		2.00	116.28	1.2000	279.07
		Demolition		2.00	13.27	1.2000	31.85
		Relays					
68	26 35 43 00 0019	220 KW Output Rotary Phase Converter With NEMA 1 Enclosure	EA				\$139,866.77
		Installation		4.00	27,880.14	1.2000	133,824.67
		Demolition		4.00	1,258.77	1.2000	6,042.10
69	33 51 13 00 0006	6" DR 21, Butt Fusion Joint High Density Polyethylene (HDPE) Pressure Pipe	LF				\$2,233.92
		Installation		80.00	18.57	1.2000	1,782.72
		Demolition		80.00	4.70	1.2000	451.20
70	33 51 13 00 0021	12" 90 Degree Elbow, DR 21 High Density Polyethylene (HDPE) Pressure Piping	EA				\$1,992.24
		Installation		4.00	381.35	1.2000	1,830.48
		Demolition		4.00	33.70	1.2000	161.76
71	33 51 33 00 0020	2" Gas Pressure Regulator, Screwed End	EA				\$6,411.12
		Installation		10.00	507.24	1.2000	6,086.88
		Demolition		10.00	27.02	1.2000	324.24
72	33 51 33 00 0021	3" Gas Pressure Regulator, Screwed End	EA				\$24,777.31
		Installation		14.00	1,414.24	1.2000	23,759.23
		Demolition		14.00	60.60	1.2000	1,018.08

Contractor's Price Proposal - Detail Continues..

Work Order Number: ezIQC-ACI-FM08430007602.00

Work Order Title: Riverside County Regional Medical Center Cogeneration – Rehabilitation Project

Maintenance and Replacements

73	46	82	83	00	0110	EA	Spectra Doppler Flow Computer, NEMA 7, Digital Graphics, RS232 Output. Model: Controlotron #194-X-D-S-2					\$8,677.76
						Installation	Quantity	Unit Price	Factor	=	Total	
							1.00	7,098.69	x	1.2000	=	8,518.43
						Demolition	1.00	132.78	x	1.2000	=	159.34
74	46	82	83	00	0110	0115	EA	For Hand Held Terminal For Use With Flow Computer, Add				\$1,020.00
						Installation	Quantity	Unit Price	Factor	=	Total	
							1.00	850.00	x	1.2000	=	1,020.00

Subtotal for Maintenance and Replacements

\$1,121,472.27

Modifications and Additions

75	22	01	40	00	0013	EA	Sink Basket Strainer Replacement					\$40.34
						Installation	Quantity	Unit Price	Factor	=	Total	
							2.00	16.81	x	1.2000	=	40.34
76	22	05	23	00	0002	EA	4" Flanged End, Non Rising Stem Mud Valve					\$43,475.52
						Installation	Quantity	Unit Price	Factor	=	Total	
							40.00	749.26	x	1.2000	=	35,964.48
						Demolition	40.00	156.48	x	1.2000	=	7,511.04
77	22	05	23	00	0003	EA	6" Flanged End, Non Rising Stem Mud Valve					\$5,315.57
						Installation	Quantity	Unit Price	Factor	=	Total	
							4.00	888.36	x	1.2000	=	4,264.13
						Demolition	4.00	219.05	x	1.2000	=	1,051.44
78	22	11	16	00	0012	LF	6" Schedule 40 Threaded Galvanized Steel Pipe With 150 LB Malleable Iron Fitting Assembly Includes all hangers and all galvanized malleable iron fittings (couplings, elbows, tees and reducer fittings). All hangers are complete assemblies. Not for use where detail is available.					\$6,919.68
						Installation	Quantity	Unit Price	Factor	=	Total	
							80.00	57.51	x	1.2000	=	5,520.96
						Demolition	80.00	14.57	x	1.2000	=	1,398.72
79	22	11	16	00	0023	LF	4" Schedule 40, Threaded And Coupled, Galvanized Steel Pipe					\$1,737.60
						Installation	Quantity	Unit Price	Factor	=	Total	
							40.00	26.56	x	1.2000	=	1,274.88
						Demolition	40.00	9.64	x	1.2000	=	462.72
80	22	11	16	00	0027	EA	1/2", 150 LB, Galvanized Malleable Iron 90 Degree Elbow					\$1,653.12
						Installation	Quantity	Unit Price	Factor	=	Total	
							40.00	21.44	x	1.2000	=	1,029.12
						Demolition	40.00	13.00	x	1.2000	=	624.00
81	22	11	16	00	0037	EA	6", 150 LB, Galvanized Malleable Iron 90 Degree Elbow					\$10,008.19
						Installation	Quantity	Unit Price	Factor	=	Total	
							16.00	459.74	x	1.2000	=	8,827.01
						Demolition	16.00	61.52	x	1.2000	=	1,181.18
82	22	11	16	00	0140	EA	1/2" x Close, Schedule 40 Galvanized Steel Nipple					\$603.46
						Installation	Quantity	Unit Price	Factor	=	Total	
							28.00	11.02	x	1.2000	=	370.27
						Demolition	28.00	6.94	x	1.2000	=	233.18
83	22	11	16	00	0148	EA	4" x Close, Schedule 40 Galvanized Steel Nipple					\$576.10
						Installation	Quantity	Unit Price	Factor	=	Total	
							8.00	40.66	x	1.2000	=	390.34
						Demolition	8.00	19.35	x	1.2000	=	185.76

Contractor's Price Proposal - Detail Continues..

Work Order Number: ezIQC-ACI-FM08430007602.00

Work Order Title: Riverside County Regional Medical Center Cogeneration – Rehabilitation Project

Modifications and Additions

84	22 11 19 00 0011	EA	50' x 6" Brown Gum Rubber, Chemical Resistant Flexible Hose						\$2,897.95
			Installation	Quantity	Unit Price	Factor	=	Total	
				2.00	1,031.23	x	1.2000	2,474.95	
			Demolition	2.00	176.25	x	1.2000	423.00	
85	22 11 19 00 0216	EA	2" Inlets, 2" Outlet, 220 GPM High-Low Thermostatic Mixing Valve (Bradley S59-3200)						\$12,805.97
			Installation	Quantity	Unit Price	Factor	=	Total	
				4.00	2,600.29	x	1.2000	12,481.39	
			Demolition	4.00	67.62	x	1.2000	324.58	
86	23 07 19 00 0026	LF	12" Diameter Pipe, 1-1/2" Thick Calcium Silicate Insulation						\$23,522.40
			Installation	Quantity	Unit Price	Factor	=	Total	
				600.00	27.27	x	1.2000	19,634.40	
			Demolition	600.00	5.40	x	1.2000	3,888.00	
87	23 07 19 00 0040	LF	6" Diameter Pipe, 2" Thick Calcium Silicate Insulation						\$29,292.00
			Installation	Quantity	Unit Price	Factor	=	Total	
				1,000.00	20.59	x	1.2000	24,708.00	
			Demolition	1,000.00	3.82	x	1.2000	4,584.00	
88	23 09 23 00 0257	EA	Dewpoint Sensor (Honeywell C7232B1014)						\$5,618.45
			Installation	Quantity	Unit Price	Factor	=	Total	
				4.00	1,129.42	x	1.2000	5,421.22	
			Demolition	4.00	41.09	x	1.2000	197.23	
89	23 09 23 00 0314	EA	NEMA 4X Controller, With Push Button (For Model 2500 And 3500)						\$24,773.57
			Installation	Quantity	Unit Price	Factor	=	Total	
				1.00	20,168.70	x	1.2000	24,202.44	
			Demolition	1.00	475.94	x	1.2000	571.13	
90	23 09 23 00 0668	EA	17 Point Field Equipment Controller With 6 UI, 2 BI, 3 BO, 2 AO, 4 CO, 24 Volt AC, Sensor Actuator Bus And Integral Display (Johnson Controls MS-FEU2620-0)						\$5,770.94
			Installation	Quantity	Unit Price	Factor	=	Total	
				4.00	1,069.50	x	1.2000	5,133.60	
			Demolition	4.00	132.78	x	1.2000	637.34	

Subtotal for Modifications and Additions

\$175,010.86

Traffic Control

91	01 22 20 00 0056	HR	Flagperson For Traffic Control						\$2,703.36
			Installation	Quantity	Unit Price	Factor	=	Total	
				32.00	70.40	x	1.2000	2,703.36	

Subtotal for Traffic Control

\$2,703.36

Trash Dumpster

92	01 74 19 00 0016	EA	30 CY Dumpster (4 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						\$2,999.95
			Installation	Quantity	Unit Price	Factor	=	Total	
				4.00	624.99	x	1.2000	2,999.95	

Subtotal for Trash Dumpster

\$2,999.95

Contractor's Price Proposal - Detail Continues..

Work Order Number: ezIQC-ACI-FM08430007602.00

Work Order Title: Riverside County Regional Medical Center Cogeneration – Rehabilitation Project

Proposal Total

\$1,746,416.00

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

The Percentage of NPP on this Proposal: %

Subcontractor Listing

Date: June 07, 2017

Re: IQC Master Contract #: CA-RC02GCO-102015-ACI
 Work Order #: ezIQc-ACI-FM08430007602.00
 Owner PO #: ezIQc-ACI-FM08430007602.00
 Title: Riverside County Regional Medical Center Cogeneration – Rehabilitation Project
 Contractor: Angeles Contractor Inc.
 Proposal Value: \$1,746,416.00

Name of Contractor	Duties	Amount	%
GI Energy	HVAC and plumbing	\$0.00	0.00



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

by and between

ANGELES CONTRACTOR INC.

(the "Contractor")

And

THE COUNTY OF RIVERSIDE

(the "County")

FOR:

**RUHS COGENERATION PLANT UPGRADE PROJECT
WORK ORDER #EZIQC-ACI-FM08430007602**

LOCATED AT:

**RUHS
2650 CACTUS AVE.
MORENO VALLEY, CA**

EZIQC WORK ORDER CONSTRUCTION CONTRACT FOR EZIQC
BETWEEN COUNTY AND CONTRACTOR

THIS EZIQC WORK ORDER CONSTRUCTION CONTRACT BETWEEN COUNTY AND CONTRACTOR ("Work Order Agreement") is entered into as of the date of the last signature on the signature page of this contract, by and between **THE COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County") and Angeles Contractor Inc., a corporation ("Contractor"), whose principal place of business is located at 783 Phillips Dr. City of Industry, CA 91748.

ARTICLE 1
DEFINITIONS

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

ARTICLE 2
PERFORMANCE OF WORK

2.1 SCOPE OF WORK

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

2.2 STANDARD OF PERFORMANCE

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

2.2.1 the requirements of the Contract Documents;

2.2.2 the requirements and conditions of Applicable Laws;

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

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

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

**ARTICLE 3
CONTRACT TIME**

3.1 CONTRACT TIME

3.1.1 Substantial Completion. Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Substantial Completion of the entire Work not later than One hundred twenty five (125) 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 One hundred fifty four (154) 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 One Million Seven Hundred Forty Six Thousand Four Hundred and Sixteen, Dollars (\$1,746,416).

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-ACI-FM08430007602.00	RUHS-Cogeneration Rehabilitation	\$1,746,416.00

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 development of Specifications.

Title	Date	Divisions
N/At	N/A	N/A

5.1.4 Drawings. The Contract Documents include development of the Drawings.

Sheet Number	Title	Date	Pages
N/At	N/A	N/A	N/A

5.1.5 Also incorporated herein are:

- 5.1.5.1. NJPA Membership Agreement (executed)
- 5.1.5.2. NJPA Indefinite Quantity Construction Agreement
- 5.1.5.3. 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: [Signature] Dated AUG 29 2017

JOHN F. TAVAGLIONE
Chairman, Board of Supervisors

"CONTRACTOR"

Angeles Contractor, Inc.

[Signature]
(sign on line above)

By: Young Kang
(type name)

Title: President / Secretary

The following information must be provided concerning the Contractor:

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

If "other", enter legal form of business: N/A

Enter address: 783 Phillips Drive
City of Industry, CA 91748

Telephone: 626-923-3800
Facsimile: 626-923-3801
Email: ywkang@angelescontractor.com

Employer State
Tax ID #: 252-6015-9

State Contractor License #: 858483

DIR Registration #: 1000002456

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

If Contractor is a corporation, state:
Name of President: Young Kang
Name of Secretary: Young Kang
State of Incorporation: California

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: [Signature] Dated AUG 29 2017
Deputy

(SEAL)

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By: [Signature] Dated 8/29/17
Marsha L. Victor
Chief Deputy County Counsel

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.

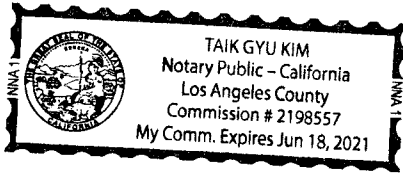
State of California)
County of Los Angeles)

On 6 / 9 / 2017 before me, Taik Gyu Kim, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Young Kang
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 [Handwritten 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: _____

Executed in Three Counterparts
Bond No. 30015204
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-ACI-FM08430007602 ("Contract") to Angeles Contractor Inc., as Principal ("Principal") to perform the work ("Work") for the RUHS Cogeneration Plant 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 Western Surety 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 One Million Seven Hundred Forty Six Thousand Four Hundred and Sixteen Dollars (\$1,746,416.00), 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

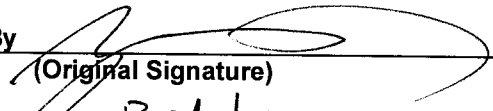
performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's rights against the others. Signed, Sealed & Dated: June 8, 2017.

Angeles Contractor, Inc.
(Firm Name – Principal)

Affix Seal if Corporation

783 Phillips Drive
City of Industry, CA 91748

(Business Address)

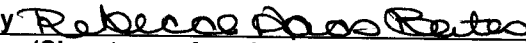
By 
(Original Signature)
President
(Title)

Western Surety Company
(Corporation Name – Surety)

Affix Corporate Seal

1000 Wilshire Blvd., Suite 1800, 18th Floor
Los Angeles, CA 90017

(Business Address)

By 
(Signature – Attached Notary's Acknowledgment)
Rebecca Haas-Bates
ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

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

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 Los Angeles)

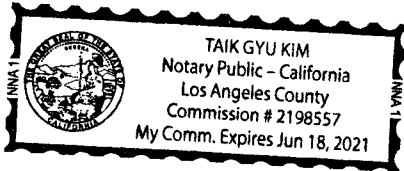
On 6 / 9 / 2017 before me, Taik Gyu Kim, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Young Kang
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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of California)
County of Orange)

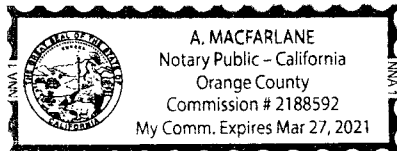
On 06/08/2017 before me, A. MacFarlane, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
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 [Handwritten 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: Payment Bond No. 30015204 Document Date: 06/08/2017
Number of Pages: Two (2) Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Individual Attorney in Fact
 Trustee Guardian or Conservator
 Other: _____
Signer Is Representing: _____
Western Surety Company

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

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Owen Brown, Richard Adair, William Syrkin, Sergio D Bechara, Margaret Gilmore, Rebecca Haas-Bates, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of June, 2015.



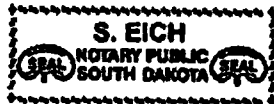
WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich
S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 8th day of June, 2017.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

Executed in Three Counterparts
Bond No. 30015204
Premium: \$12,925.00

Premium is for contract term and is subject to
adjustment based on final contract price

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-ACI-FM08430007602 ("Contract") to Angeles Contractor Inc., as Principal ("Principal") to perform the work ("Work") for the RUHS Cogeneration Plant 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 Western Surety 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 One Million Seven Hundred Forty Six Thousand Four Hundred and Sixteen Dollars (\$1,746,416.00), 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. Signed, Sealed & Dated: June 8, 2017.

Affix Seal if Corporation

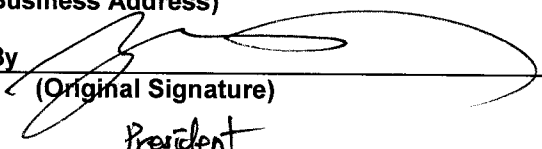
Angeles Contractor, Inc.

(Firm Name – Principal)

783 Phillips Drive

City of Industry, CA 91748

(Business Address)

By 

(Original Signature)
President

(Title)

Western Surety Company


(Corporation Name – Surety)

Affix Corporate Seal

1000 Wilshire Blvd., Suite 1800, 18th Floor

Los Angeles, CA 90017

(Business Address)

By 

(Signature – Attached Notary's Acknowledgment)
Rebecca Haas-Bates

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

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)

County of Los Angeles)

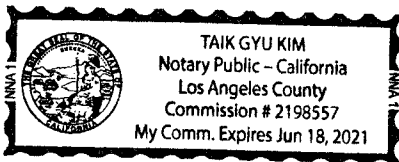
On 6 / 9 / 2017 before me, Taik Gyu Kim, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Young Kang
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 [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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State of California)
County of Orange)

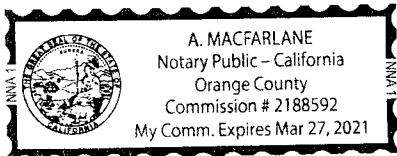
On 06/08/2017 before me, A. MacFarlane, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Rebecca Haas-Bates
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 [Handwritten 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: Performance Bond No. 30015204 Document Date: 06/08/2017

Number of Pages: Three (3) Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Rebecca Haas-Bates

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

Signer Is Representing: _____

Western Surety Company

Signer's Name: _____

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

Signer Is Representing: _____

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Owen Brown, Richard Adair, William Syrkin, Sergio D Bechara, Margaret Gilmore, Rebecca Haas-Bates, Individually

of Irvine, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 9th day of June, 2015.



WESTERN SURETY COMPANY

Paul T. Bruflat
Paul T. Bruflat, Vice President

State of South Dakota }
County of Minnehaha } ss

On this 9th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

February 12, 2021



S. Eich
S. Eich, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereto subscribed my name and affixed the seal of the said corporation this 8th day of June, 2017.



WESTERN SURETY COMPANY

L. Nelson
L. Nelson, Assistant Secretary

Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.



- Company Profile
- Company Search
- Company Information
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- Agent for Service
- Reference Information
- NAIC Group List
- Lines of Business
- Workers' Compensation Complaint and Request for Action/Appeals Contact Information
- Financial Statements PDF's
 - Annual Statements
 - Quarterly Statements
- Company Complaint
 - Company Performance & Comparison Data
 - Company Enforcement Action
 - Composite Complaints Studies
- Additional Info
 - Find A Company Representative In Your Area
 - View Financial Disclaimer

COMPANY PROFILE

Company Information

WESTERN SURETY COMPANY
333 S. WABASH AVEMIE
CHICAGO, IL 60604

Old Company Names

Effective Date

Agent For Service

Vivian Imperial
 818 WEST SEVENTH STREET
 SUITE 930
 LOS ANGELES CA 90017

Reference Information

NAIC #:	13188
California Company ID #:	0761-7
Date Authorized in California:	07/29/1930
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	SOUTH DAKOTA

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NAIC Group List

NAIC Group #: 0218 CNA INS GRP

Lines Of Business

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

LIABILITY

SURETY

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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.

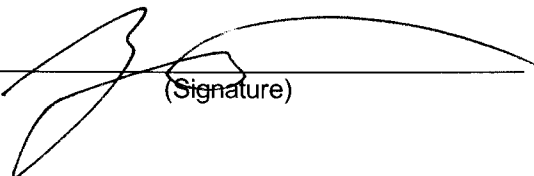
For purposes of this section, 'state' shall include the superior courts of California."

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.

Angeles Contractor, Inc.
(Name of Contractor)

President / Secretary
By:

Young Kang
(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.)

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 Los Angeles)

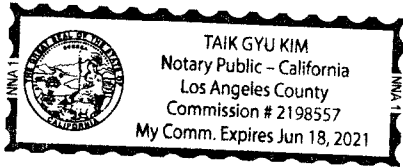
On 6 / 9 / 2017 before me, Taik Gyu Kim, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Young Kang
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 *[Handwritten 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: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/8/2017

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 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 Millennium Corporate Solutions License # 0C13480 550 N Brand Blvd #1100 Glendale, CA 91203	CONTACT NAME: Megan Hilke PHONE (A/C, No, Ext): 818-844-4118 E-MAIL ADDRESS: MHilke@mcsins.com	FAX (A/C, No): 949-679-7240													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Valley Forge Insurance Company</td> <td>20508</td> </tr> <tr> <td>INSURER B: American Cas. Co of Reading PA</td> <td>20427</td> </tr> <tr> <td>INSURER C: Everest National Insurance Company</td> <td>10120</td> </tr> <tr> <td>INSURER D: QBE Specialty Insurance Company</td> <td>11515</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Valley Forge Insurance Company	20508	INSURER B: American Cas. Co of Reading PA	20427	INSURER C: Everest National Insurance Company	10120	INSURER D: QBE Specialty Insurance Company	11515	INSURER E:		INSURER F:
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INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** 16-17 GL AU XS WC **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> \$1,000 Deductible GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	X	Y	4033039664	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> Comp ded \$1000 <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS <input checked="" type="checkbox"/> Coll ded \$1000	X	Y	5095610531 (No Liability Deductible)	9/1/2016	9/1/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			5095610562 Excess over GL AL EL	9/1/2016	9/1/2017	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	CA10002821161	9/1/2016	9/1/2017	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Installation Floater			QIM0436382	11/17/2016	11/17/2018	Limit 10,000,000 Deductible 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Re: RUHS Congeneration Plant Upgrade Project, WO# EZIQC-ACI-FM08430007602
 Certificate holder, where required by written contract, is named as additional insured for General Liability per form CNA75079XX and Auto Liability per form CNA63359XX, with waivers for GL, AU and WC per forms CNA74705XX, CNA63359XX, & WC040306 attached.

CERTIFICATE HOLDER County of Riverside Economic Development Agency PO Box 1180 Riverside, CA 92502	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE William Syrkin/BRANDT <i>William Syrkin</i>



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.

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.

30020000450830987042870



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.

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Contractors' General Liability Extension Endorsement

It is understood and agreed that this endorsement amends the **COMMERCIAL GENERAL LIABILITY COVERAGE PART** as follows. If any other endorsement attached to this policy amends any provision also amended by this endorsement, then that other endorsement controls with respect to such provision, and the changes made by this endorsement with respect to such provision do not apply.

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Contractors' General Liability Extension Endorsement

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**.

C. DEFINITIONS is amended to add the following definitions:

Consolidated (wrap-up) insurance program means a construction, erection or demolition project for which the prime contractor/project manager or owner of the construction project has secured general liability insurance covering some or all of the contractors or subcontractors involved in the project, such as an Owner Controlled Insurance Program (O.C.I.P.) or Contractor Controlled Insurance Program (C.C.I.P.).

Residential structure means any structure where 30% or more of the square foot area is used or is intended to be used for human residency, including but not limited to:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT - CALIFORNIA

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

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

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

SCHEDULE

PERSON OR ORGANIZATION

JOB DESCRIPTION

ANY PERSON OR ORGANIZATION FOR WHOM THE NAMED INSURED AGREED BY WRITTEN CONTRACT TO FURNISH THIS WAIVER

ALL OPERATIONS

DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

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

1. The Contractor's employer identification number for state tax purposes is 252-6015-9.

2. The Contractor's workers' compensation insurance policy number is CA10002821161 and the name, address, and telephone number of the insurance carrier providing said insurance is: Everest national Insurance Company, PO Box 830, Liberty Corner, NJ 07938
909-604-3000

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)
Toyota Prius	JTDKERFUXH3031	400 5095610531	American Cas. Co of Reading, PA 333 S. Wabash Avenue Chicago, IL 60604 312-822-5000

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

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

<i>Total Number of Workers</i>	<i>Total Amount of Wages</i>	<i>Date(s) for Payment of Wages</i>
50	600,000.00	Weekly

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

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

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

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

<i>List of Independent Contractors</i>	<i>Current, local, state and federal contractor license identification number</i>
GI Energy	1015648

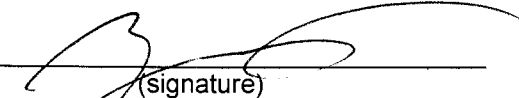
8. Check only one of the following boxes, as applicable:

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 9th day of June, in the year 2017 at City of Industry, California.



(signature)

Young Kang

Type Name of Signer:

Angeles Contractor, Inc.

Type Name of Bidder:

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 Los Angeles)

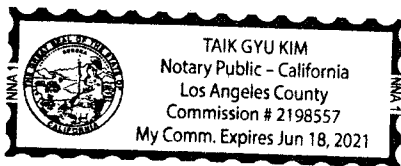
On 6 / 9 / 2017 before me, Taik Gyu Kim, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Young Kang
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 [Handwritten 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: _____

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

(LONG FORM)

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

(LONG FORM)

ARTICLE 1
GENERAL PROVISIONS

1.1 DEFINITIONS-GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

.1 that are the result of

(1) Differing Site Conditions,

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

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

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

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

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

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

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

.1 that is the result of

- (a) a Compensable Change,
- (b) the active negligence of County, Architect, a County Consultant or a Separate Contractor,
- (c) a breach by County of an obligation under the Contract Documents, or
- (d) other circumstances involving Delay for which Contractor is given under the Contract Documents a specific and express right to a Contract Adjustment adjusting the Contract Price;

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

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

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, ruts, mildews, mold and mushrooms, or any microbial contamination, either airborne or surface, which arises out of or is related to the presence of fungi or spores (including, without limitation, aspergillus, cladosporium, penicillium and stachybotrys chartarum).

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

1.1.97 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 33U.S.C. §§1251 et seq.) and/or Porter Cologne Water Quality Control Act (California Water Code §§13000 et seq.) and including any related regulations issued by the State of California or the United States.

1.1.132 **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.