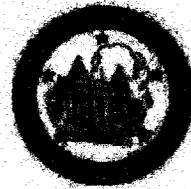


SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



ITEM
3.12
(ID # 8309)

MEETING DATE:

Tuesday, December 4, 2018

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA):

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA): Job Order Contract No. 010 - California Environmental Quality Act Exempt, Approval of Construction Contract with Horizons Construction Company International, Inc., All Districts. [\$4.5 Million - Intra-Internal Charges-49%, Interfund-Reimbursements for Services-50% and Capital Improvement Program Fund-1%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt from California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3);
2. Approve the attached construction contract for Job Order Contract (JOC) No. 010, between the County of Riverside (County) and Horizons Construction Company International, Inc., (Horizons) of Orange, California, for a minimum value of \$25,000 and a maximum potential value of \$4,500,000 and authorize the Chairman of the Board to execute the contract on behalf of the County; and
3. Authorize the Assistant County Executive Officer/ECD to administer JOC No. 010 in accordance with applicable Board policies.

ACTION: Policy, CIP

Robert Field, Assistant County Executive Officer/ECD 11/19/2018

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Tavaglione, Washington, Perez and Ashley
Nays: None
Absent: None
Date: December 4, 2018
XC: EDA

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy
3.12

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 1,125,000	\$ 3,375,000	\$ 4,500,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Intra-Internal Charges – 49%, Interfund-Reimbursements for Services – 50% and Capital Improvement Program (CIP) Fund – 1%			Budget Adjustment: No	
			For Fiscal Year: 2018/19 - 2019/20	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

On November 14, 2006, the Board of Supervisors (Board) authorized Facilities Management, now part of the Economic Development Agency (EDA), to develop and implement the Job Order Contracting (JOC) system of public works contracting. JOC is a procurement system that enables public entities to accomplish small and large sized projects with a single, stand alone, competitively bid contract. It is an indefinite quantity, firm fixed price contract for project work other than new construction.

The Board previously approved JOC No. 001 through JOC No. 008, which have expired; and JOC No. 009 which is currently active. This Board action will approve the tenth, stand alone, JOC No. 010 contract and its total funding limits. All projects proposed to be delivered using JOC No. 010 that have an estimated value of \$100,000 or more will be reviewed by the Capital Improvement Program (CIP) committee in accordance with Board Policy B-22.

On May 22, 2018, Item 3.6, the Board approved a pre-qualified list of general contractor firms for maintenance and renovation work seeking to bid on Job Order Contracts; approved the specifications for JOC No. 010 and JOC No. 011, and authorized the Clerk of the Board to advertise bids from the approved pre-qualified general contractors list. Per the bidding instructions, contractors were allowed to bid on both JOC No. 010 and JOC No. 011 by submitting a separate bid package for each contract; however, only one contract would be awarded to a single general contractor firm. The lowest responsive and responsible bidder would be determined sequentially for each JOC contract in the following order: JOC010, JOC011.

(Continued)

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

BACKGROUND:

Summary (Continued)

On June 7, 2018, a total of four pre-qualified contractors attended a mandatory pre-bid conference, during which the JOC project delivery method and the County's bid process were described. On June 25, 2018, the bids were opened and Horizons was determined to be the lowest responsive and responsible bidder for the JOC No. 010 contract. The bid and contract documents for Horizons have been reviewed and approved by County Counsel.

The JOC No. 010 contract will expire 12 months from the date the Notice to Proceed is issued for the first job order of the contract, or when all approved and completed job orders against the contract accumulatively amount to \$4,500,000. Individual job orders will be issued against the \$4,500,000 contract on a project by project basis. There will be no minimum value for each individual job order and no individual job order will exceed \$750,000. The JOC No. 010 contract has a minimum obligation of \$25,000 over the life of the contract. If the County is not satisfied with the contractor's work, the County can release the general contractor after the minimum obligation is met.

The proposed JOC No. 010 contract was reviewed and determined to be exempt from the CEQA pursuant to State CEQA Guidelines Section 15061(b)(3), Common Sense, General Rule Exemption. The project is limited to the procurement of services for public works contracting, and it can be seen with certainty that there is no possibility that procurement services may have a significant effect on the environment, and will not lead to any direct or reasonably indirect physical environmental impacts. The direct effects of the No. 010 contract award will have purely financial and administrative impacts. In addition, no significant indirect effects would occur from the approval as the JOC contracts do not allow for new construction and are limited to maintenance activities and improvements on existing facilities, which are exempt under CEQA. Staff will file a Notice of Exemption with the Clerk upon approval of the JOC No. 010 contract by the Board of Supervisors.

Impact on Residents and Businesses

No direct impacts on residents or businesses are anticipated other than standard, incidental construction noise or traffic that may occur as projects are developed and performed. EDA will coordinate with the awarded contractor to minimize this impact to residents and businesses.

Additional Fiscal Information

(Commences on Page 4)

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

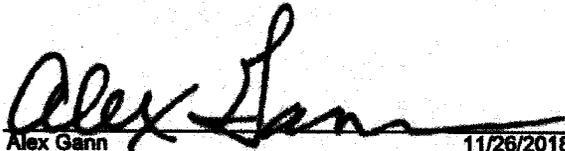
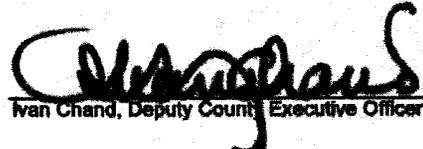
Additional Fiscal Information

All job orders will be reimbursed by the user departments who initiate projects. Expenditures for FY 2018/19 are estimated at \$1,125,000; expenditures for FY 2019/20 are estimated at \$3,375,000. All costs associated with this Board action will be 49% funded through Intra-Internal Charges, 50% funded through Interfund-Reimbursements for Services and 1% funded through the CIP Fund.

Attachment:

- Construction Contract with Horizons Construction Company International, Inc.

RF:HM:VC:SP:SC;mg General Form 11 8309-13926
S:\Project Management Office\FORM 11'S\FORM 11's_In Process\8309 - 13926_D2 - Gen F11 - JOC No. 10 - Approval of
Construction Contract with Horizons_120418.doc


Alex Gann 11/26/2018  Ivan Chand, Deputy County Executive Officer 11/27/2018


Gregory V. Priamos, Director County Counsel 11/19/2018

CONTRACT DOCUMENTS
FOR
JOB ORDER CONTRACT No. 010



PREPARED BY
COUNTY OF RIVERSIDE
ECONOMIC DEVELOPMENT AGENCY
PROJECT MANAGEMENT OFFICE
October 2018

DEC 04 2018 3.12

TABLE OF CONTENTS

**Standard Form of Construction Contract for JOC
Between County and Contractor**

Payment Bond

Performance Bond

Contractor's Certificate Regarding Workers' Compensation

Declaration of Sufficiency of Funds

Exhibit A JOC System License Acknowledgement

Exhibit B JOC Fee Schedule Acknowledgement

General Liability Insurance

STANDARD FORM OF CONSTRUCTION CONTRACT FOR JOC **BETWEEN COUNTY AND CONTRACTOR**

THIS STANDARD FORM OF CONSTRUCTION CONTRACT FOR JOC BETWEEN COUNTY AND CONTRACTOR 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 Horizons Construction Company International, Inc., a Corporation, ("Contractor") whose principal place of business is located at 435 W. Meats Avenue, Orange CA 92865.

ARTICLE 1 DEFINITIONS

Capitalized terms used in the Contract Documents shall have the meanings assigned to them in the General Conditions. If not defined in the General Conditions, they shall have the meanings assigned to them elsewhere in the Contract Documents. If not defined in the 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. The contract shall expire three hundred sixty five (365) days from the issuance date of the first Notice to Proceed for a Job Order. Subject to Contract Adjustments

permitted by the Contract Documents, Contractor shall achieve Substantial Completion of each Job Order within the time prescribed in each Job Order after the Date of Commencement of each Job Order.

3.1.2 Final Completion. Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Final Completion of the Work of each Job Order within the time prescribed in each Job Order after the actual occurrence of Substantial Completion of each Job Order.

3.1.3 Contract Adjustments. The Contract Time for each Job Order shall be extended or shortened only in accordance with the provisions of the Contract Documents governing Contract Adjustments to the Contract Time and/or time of performance for each Job Order.

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 for a Job Order within the Contract Time for Substantial Completion for that Job Order, Contractor shall pay to County as liquidated damages the amount of \$50 per Day for Job Orders less than \$10,000 for each Day occurring after the expiration of the Job Order Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work of the subject Job Order; or \$250 per Day for Job Orders \$10,000 to \$100,000 for each Day occurring after the expiration of the Job Order Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work of the subject Job Order; or \$500 per Day for Job Orders over \$100,000 for each Day occurring after the expiration of the Job Order Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work of the subject Job Order.

3.2.3 Adjustment for Extensions of Time. Subject to the provisions of Paragraph 8.2.8 of the 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 for each Job Order.

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 for each Job Order; or (2) if portions of the Work of each Job Order are deleted pursuant to (a) the County's right to order Deleted Work via Supplemental Job Orders; or (b) a termination by County of a portion of any Job Order under the Construction Contract or a deletion of portion of Work of any Job Order 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 established for each Job Order; 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 for a Job Order within the Contract Time for Substantial Completion of that Job Order, 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 General Conditions dealing with concurrency of Delays, the Contract Price shall be increased by the same amounts as set forth in 3.2.2 from County to Contractor 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 a minimum of Twenty-Five, Thousand Dollars (\$25,000) and a maximum potential value of Four Million, Five Hundred Thousand Dollars (\$4,500,000) for all Job Orders cumulatively issued under the Construction Contract.

4.1.2 Basis. The Contract Price set forth in Paragraph 4.1.1, above, is the Minimum Obligation and the Maximum Potential Value stated in the Contract Documents. The contract will be paid on a Job Order by Job Order basis as projects are identified by the County and within the Contract Price range stated in Paragraph 4.1.1 above. The basis of payment for each Job Order will be the Adjustment Factor Bids submitted by Contractor.

4.1.3 Adjustments. The Contract Price is only subject to adjustment as permitted by the 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).

**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 Standard Form of Construction Contract for JOC Between County and Contractor, inclusive of Exhibit A - JOC System License, and Exhibit B - Fee Schedule.

5.1.2 General Conditions. The Contract Documents include General Conditions of the Standard Form of Construction Contract for JOC Between County and Contractor (Long Form) or Supplementary General Conditions of the Standard Form of Construction Contract Between County and Contractor (Short Form).

5.1.3 Specifications. The Contract Documents include the following Specifications:

Title	Date	Divisions
The County of Riverside, Job Order Contract, Technical specifications, Books 1-1	December 2017	All (1-43)

5.1.4 Drawings. Drawings may be issued with individual Job Orders and incorporated into each Job Order to which they may be applicable via the Job Order Documents associated with each Job Order.

5.1.5 Also incorporated herein are:

County of Riverside, Job Order Contract, Construction Task Catalog® (CTC), Books 1-1, dated December 2017.

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 December 4, 2018 [to be filled in by Clerk of the Board].

[SIGNATURES ON FOLLOWING PAGE |

"COUNTY"

COUNTY OF RIVERSIDE

By: *Chuck Wolf*
CHUCK WASHINGTON
Chairman, Board of Supervisors

"CONTRACTOR"

Horizons Construction Company International, Inc.

[Signature]
(sign on line above)

By: Kinan Kotrash
(type name)

Title: V. President

The following information must be provided concerning the Contractor:

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

If "other", enter legal form of business: _____

Enter address: 432 W. Meats Ave.
Orange, CA 92865

Telephone: 714-626-0000
Facsimile: 714-626-0006
Email: kinan@horizonscci.com

Employer State _____
Tax ID #: 14-1865687

State Contractor License #: 825022

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

If Contractor is a corporation, state:
Name of President: Hatem Ibrahim
Name of Secretary: Kinan Kotrash
State of Incorporation: California

ATTEST:

KECIA HARPER-IHEM
Clerk of the Board

By: *Kecia Harper-Ihem*
Deputy

(SEAL)

APPROVED AS TO FORM:
GREGORY P. PRIAMOS
County Counsel

By: *Synthia M. Gunzel*
Synthia M. Gunzel
Chief Deputy County Counsel

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of CALIFORNIA

County of ORANGE

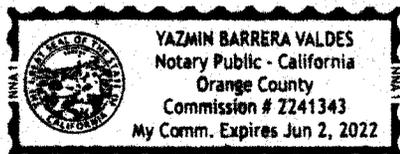
On October 23, 2018 before me YAZMIN BARRERA VALDES, NOTARY PUBLIC

Personally appeared KINAN KOTRASH

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.



[Handwritten Signature]

Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
- LIMITED
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

**STANDARD FORM OF CONSTRUCTION CONTRACT
FOR JOC BETWEEN COUNTY AND CONTRACTOR
COUNTY OF RIVERSIDE – JOB ORDER CONTRACT 010**

**SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY (IES)**

HORIZONS CONSTRUCTION CO. INT'L, INC.

1950
1951
1952
1953
1954
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1956
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1958
1959
1960

Project No. JOC No. 010

Bond No. WCN 3434002

PAYMENT BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the governing board ("Board") of the County of Riverside, ("County") and Horizons Construction Company International, Inc., ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

JOC No. 010 (Project Name)

("Contract") which Contract dated as of the date of the last signature on the signature page and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof;

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

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

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

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

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

Horizons Construction Company International, Inc.
(Firm Name – Principal)

Affix Seal if Corporation

432 Meats Ave.
Orange, CA 92865

(Business Address)

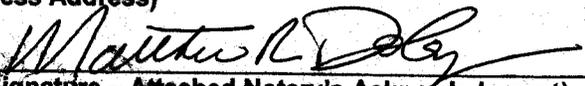
By 
(Original Signature)
V. President
(Title)

Old Republic Surety Company
(Corporation Name – Surety)

Affix Corporate Seal

14728 Pipeline Ave., Suite E
Chino Hills, CA 91709

(Business Address)

By 
(Signature – Attached Notary's Acknowledgment)
Matthew R. Dobyns
ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

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

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint

RANDY SPOHN, MATTHEW R. DOBYNS, HAMILTON KENNEY, OF SANTA ANA, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds); as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED TWENTY MILLION DOLLARS (\$20,000,000) FOR ANY SINGLE OBLIGATION

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary, or (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and each signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 18TH day of JUNE, 2018.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary




President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 18TH day of JUNE, 2018, personally came before me, Alan Pavlic and Jane B. Cherney, to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say, that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
My commission expires 9/28/2018

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE
I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

14-1097



Signed and sealed at the City of Brookfield, WI this 23rd day of October, 2018


Assistant Secretary

R.S. BONDING & INSURANCE

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

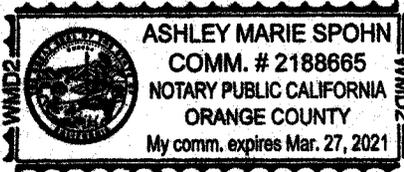
State of CALIFORNIA

County of ORANGE

On October 23rd, 2018 before me, ASHLEY MARIE SPOHN, NOTARY PUBLIC,

personally appeared MATTHEW R. DOBYNS

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.

Ashley Marie Spohn
Signature of Notary

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input checked="" type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER: _____	_____
SIGNER IS REPRESENTING:	_____
NAME OF PERSON(S) OR ENTITY(IES)	_____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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State of CALIFORNIA

County of ORANGE

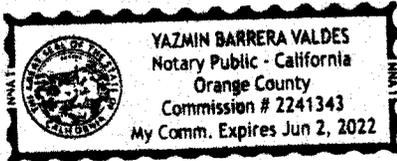
On October 25, 2018 before me YAZMIN BARRERA VALDES, NOTARY PUBLIC

Personally appeared KINAN KOTRASH

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.



[Handwritten Signature]

Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
- LIMITED
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

Payment Bond – Bond No.: WCN3434002

**SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY (IES)**

HORIZONS CONSTRUCTION CO. INT'L, INC.

**THE FINAL PREMIUM IS
PREDICATED ON THE
FINAL CONTRACT PRICE**

(One of Three Originals)

Project No. JOC No. 010

Bond No. WCN 3434002

PERFORMANCE BOND

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the governing board ("Board") of the County of Riverside, ("County") and Horizons Construction Company International, Inc., ("Principal") have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

JOC No. 010 (Project Name)

("Contract") which Contract dated as of the date of the last signature on the signature page and all of the Contract Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof;

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

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

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as

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

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

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

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

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

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

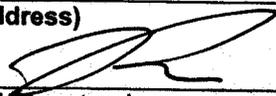
Surety's obligations hereunder are independent of the obligations of any other surety for the performance of the Contract, and suit may be brought against Surety and such other sureties, joint and severally, or against any one or more of them or against less than all of them, without impairing County's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

Horizons Construction Company International, Inc.
(Firm Name – Principal)

Affix Seal if Corporation

432 Meats Ave.
Orange, CA 92865

(Business Address)

By 
(Original Signature)

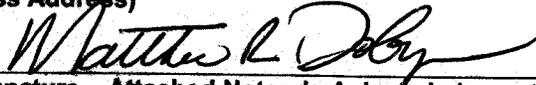
V. President
(Title)

Old Republic Surety Company
(Corporation Name – Surety)

Affix Corporate Seal

14728 Pipeline Ave., Suite E
Chino Hills, CA 91709

(Business Address)

By 
(Signature – Attached Notary's Acknowledgment)

Matthew R. Dobyns
ATTORNEY-IN-FACT
(Title-Attach Power of Attorney)

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

OLD REPUBLIC SURETY COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, That OLD REPUBLIC SURETY COMPANY, a Wisconsin stock insurance corporation, does make, constitute and appoint

RANDY SPOHN, MATTHEW R. DOBYNS, HAMILTON KENNEY, OF SANTA ANA, CA

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the company as surety, to execute and deliver and affix the seal of the company thereon (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

**ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED
TWENTY MILLION DOLLARS (\$20,000,000) FOR ANY SINGLE OBLIGATION**

and to bind OLD REPUBLIC SURETY COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a special meeting held on February 18, 1982. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC SURETY COMPANY on February 18, 1982.

RESOLVED that, the president, any vice-president, or assistant vice president, in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company
(i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
(ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
(iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the company to such person or persons.

RESOLVED FURTHER, that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC SURETY COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 18TH day of JUNE, 2018.

OLD REPUBLIC SURETY COMPANY


Assistant Secretary




President

STATE OF WISCONSIN, COUNTY OF WAUKESHA-SS

On this 18TH day of JUNE, 2018, personally came before me, Alan Paylic and Jane B. Cherney

to me known to be the individuals and officers of the OLD REPUBLIC SURETY COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say: that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.




Notary Public
My commission expires: 9/28/2018

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC SURETY COMPANY, a Wisconsin corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

74-7097



Signed and sealed at the City of Brookfield, WI this 23rd day of October, 2018.


Assistant Secretary

R.S. BONDING & INSURANCE

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTI-COLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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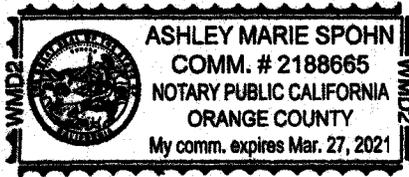
State of CALIFORNIA

County of ORANGE

On October 23rd, 2018 before me, ASHLEY MARIE SPOHN, NOTARY PUBLIC,

personally appeared MATTHEW R. DOBYNS

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.

Ashley Marie Spohn
Signature of Notary

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
<input type="checkbox"/> INDIVIDUAL	_____
<input type="checkbox"/> CORPORATE OFFICER	_____
<input type="checkbox"/> PARTNER(S) <input type="checkbox"/> LIMITED	_____
<input checked="" type="checkbox"/> ATTORNEY-IN-FACT	_____
<input type="checkbox"/> TRUSTEE(S)	_____
<input type="checkbox"/> GUARDIAN/CONSERVATOR	_____
<input type="checkbox"/> OTHER: _____	_____
SIGNER IS REPRESENTING:	_____
NAME OF PERSON(S) OR ENTITY(IES)	_____

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State of CALIFORNIA

County of ORANGE

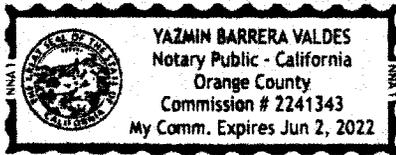
On October 25, 2018 before me YAZMIN BARRERA VALDES, NOTARY PUBLIC

Personally appeared KINAN KOTRASH

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.



[Handwritten Signature]

Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
- LIMITED
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

Performance Bond – Bond No.: **WCN3434002**

**SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY (IES)**

HORIZONS CONSTRUCTION CO. INT'L. INC.

**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.

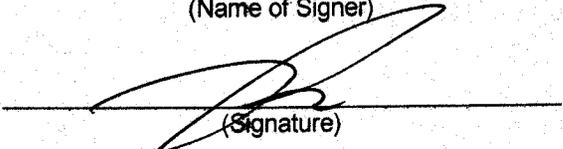
Horizons Construction Co. Int'l, Inc.

(Name of Contractor)

By:

Kinan Kotrash, V. President

(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

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State of CALIFORNIA

County of ORANGE

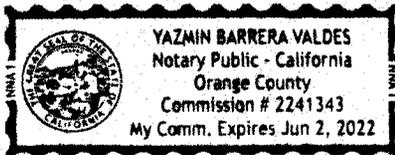
On October 23, 2018 before me YAZMIN BARRERA VALDES, NOTARY PUBLIC

Personally appeared KINAN KOTRASH

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 of Notary

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

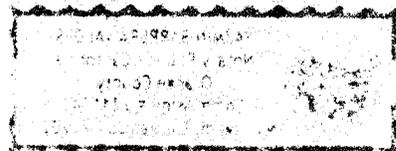
DESCRIPTION OF ATTACHED DOCUMENT

- INDIVIDUAL
- CORPORATE OFFICER
- LIMITED
- PARTNER(S)
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

COUNTY OF RIVERSIDE -- JOB ORDER CONTRACT 010
CONTRACTOR'S CERTIFICATE OF WORKERS
COMPENSATION

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY (IES)

HORIZONS CONSTRUCTION CO. INT'L, INC.



DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

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

1. The Contractor's employer identification number for state tax purposes is 14-1865687.

2. The Contractor's workers' compensation insurance policy number is CST5010599 and the name, address, and telephone number of the insurance carrier providing said insurance is: Benchmark Insurance Company 800-283-0622
150 Lake Street West Wayzata, MN 55391

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

Vehicle	Vehicle ID No.	Vehicle Liability Insurance Policy Number (of policy covering vehicle)	Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)
2011 Silverado	103HAV10	6205638-F19-75A	State Farm 818-352-3800 P.O. Box853922 Richardson, TX 75085
2001 Silverado	803HAV10	6205638-F19-75A	State Farm 818-352-3800 P.O. Box853922 Richardson, TX 75085

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

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

Total Number of Workers	Total Amount of Wages	Date(s) for Payment of Wages
24	Prevailing Wages	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 Job Order Proposal, rather than the actual number of workers that will be employed and if and when the actual number of workers and the other information requested above is available, it will be reported to the County of Riverside by Contractor in writing.

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

List of Independent Contractors	Current, local, state and federal contractor license identification number
0	

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

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

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

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

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this 25th day of October, in the year 2018 at Orange, California.



(signature)

Kinan Kotrash

Type Name of Signer:

Horizons Construction Co. Int'l, Inc.

Type Name of Contractor:

EXHIBIT A – JOC System License Acknowledgement

(Riverside County Board of Supervisors 12/13/16 Item 3-12)

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

The County acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The County further acknowledges and agrees to respect the copyrights, registrations, trade secrets and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the County, subject to federal and state laws related to public records disclosure.

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

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

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


Contractor Signature Kinan Kotrash

EXHIBIT B – JOC Fee Schedule Acknowledgement

(Riverside County Board of Supervisors 12/13/16 Item 3-12)

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

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

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

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

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

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

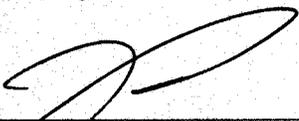
In consideration for the JOC Complete Solution Plus services set forth in Exhibit A, Paragraph 8, the County shall pay the following Construction Management Fee in addition to the County License Fee and, if applicable, the Job Order Development Fee set forth above:

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

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

Contractor License Fee

In addition to the fees set forth above, Gordian will charge each JOC contractor a contractor license fee ("Contractor License Fee") of one percent (1.00%) of the value of each Job Order, Purchase Order, or similar purchasing document issued to the JOC contractor by the County. The Contractor License Fee is assessed to the JOC contractor in return for their access to our proprietary construction data and JOC applications, and Gordian is responsible for all administrative duties related to the invoicing and collections of the Contractor License Fee. The Contractor License Fee is payable by the JOC contractor when a Job Order is issued by the County.


Contractor Signature Kipran Kotrash



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/25/2018

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 Sierra Republic Insurance Solutions 5150 E. Pacific Coast Hwy., Suite 200 Long Beach CA 90804	CONTACT NAME: Randall Koeneke PHONE (A/C, No, Ext): 310-995-4471 FAX (A/C, No): 562-206-0805 E-MAIL ADDRESS: rkoeneke@sierra-republic.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Great American Assurance Company</td> <td></td> <td>16691</td> </tr> <tr> <td>INSURER B: Topa Insurance Company</td> <td></td> <td>18031</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A: Great American Assurance Company		16691	INSURER B: Topa Insurance Company		18031	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER E:																					
INSURER F:																					
INSURED Horizons Construction Company International 432 W. Meats Avenue Orange, CA 92865																					

COVERAGES **CERTIFICATE NUMBER:** 16608 **REVISION NUMBER:**

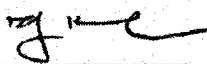
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE 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 ISUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR Ded: \$2,500 GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	Y Y	GLP2068910	02/18/2018	02/18/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ Exc PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		XL0020023401	02/18/2018	02/18/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Project: Job Order Contract (JOC) No. 010
 County of Riverside is included as Additional Insured (endorsements attached.)

CERTIFICATE HOLDER**CANCELLATION**

County of Riverside 4080 Lemon Street Riverside CA 92501	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 
----------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

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

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an Additional Insured on your policy. Such person or organization is an Additional Insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the Additional Insured.

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

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

This insurance does not apply to:

1. "Bodily injury," "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. the preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. supervisory, inspection, architectural or engineering activities.
2. "Bodily injury," or "property damage" occurring after:
 - a. all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the Additional Insured(s) at the location of the covered operations has been completed; or
 - b. that portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED - OWNERS, LESSEES OR
CONTRACTORS - COMPLETED OPERATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Schedule

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

Location and Description of Completed Operations:

Any person or organization that "you" and such person or organization have agreed in writing in a contract that such person or organization be added as an additional insured on "your" policy, but only for "your work" performed during this policy period.

"Your work" performed during this policy period.

Additional Premium: Included

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

SECTION II - WHO IS AN INSURED is amended to include as an Additional Insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that Additional Insured and included in the "products-completed operations hazard."

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY NON-CONTRIBUTORY INSURANCE ENDORSEMENT

This endorsement modifies insurance provided under the following:

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM
OWNERS AND CONTRACTORS PROTECTIVE LIABILITY COVERAGE FORM**

This insurance is primary to any other insurance held by third parties with respect to work performed by you under written contractual agreements with such third parties and any other insurance which may be available to such third parties shall be non-contributory.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

Schedule

Name of Person or Organization:
Any person or organization for whom or on whose behalf "you" are performing operations when "you" and such person or organization have agreed in writing in a contract or agreement to waive any right of recovery "we" may have against such person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

The following is added to paragraph 8. **Transfer of Rights of Recovery Against Others to Us** of **SECTION IV - CONDITIONS**:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard." This waiver applies only to the person or organization shown in the Schedule above.

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 2.0 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

Any person or organization as required by written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The Information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective Date: 7/15/2018 Policy No. CST5013261

Endorsement No.

Policy Effective Dates: 07/15/2018 - 07/15/2019

Premium \$

Insured:

Carrier Name / Code: Benchmark Insurance Company A

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

(LONG FORM)

TABLE OF CONTENTS

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

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

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

1.1.150	Surety.....	15
1.1.151	Technical Specifications.....	15
1.1.152	Tier.....	15
1.1.153	Time Impact Analysis.....	15
1.1.154	Unexcused Delay.....	16
1.1.155	Unilateral Change Order.....	16
1.1.156	Unilateral Job Order.....	16
1.1.157	Unit Price.....	16
1.1.158	Work.....	16
1.1.159	Work Hours.....	16
1.1.160	Worker's Compensation Certificate.....	16
1.2	CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS	16
1.2.1	Design Intent.....	16
1.2.2	Complementary.....	16
1.2.3	Technical Words.....	16
1.2.4	Trade Names.....	17
1.2.5	Incidental Items.....	17
1.2.6	Drawing Dimensions.....	17
1.2.7	Drawings, Specifications.....	17
1.2.8	Typical Work.....	17
1.2.9	Divisions of the Work.....	17
1.2.10	Applicable Laws.....	17
1.2.11	Interpretations of Laws.....	17
1.2.12	Modifiers.....	17
1.2.13	Singular, Gender, Captions.....	17
1.2.14	Cross-References.....	18
1.2.15	Diagrammatic Design.....	18
1.2.16	Demolition.....	18
1.2.17	Omissions.....	18
1.2.18	Conflicts.....	18
1.2.19	Order of Precedence.....	18
1.2.20	Conditions Precedent.....	19
1.3	OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS	19
1.3.1	Property of County.....	19
1.3.2	Assignment of Rights.....	19
1.3.3	Contractor's Warranty.....	19
1.3.4	Non-Exclusive License.....	19
1.3.5	Reproduction.....	19
1.3.6	Delivery to County.....	19
1.3.7	Subcontractors.....	20
	ARTICLE 2 COUNTY RIGHTS AND OBLIGATIONS	20
2.1	INFORMATION, APPROVALS AND SERVICES REQUIRED OF COUNTY	20
2.1.1	Legal Descriptions.....	20
2.1.2	Permits and Fees.....	20
2.1.3	County Approvals.....	20
2.1.4	Approvals.....	20
2.2	COUNTY'S RIGHT TO STOP THE WORK	21
2.3	COUNTY'S RIGHT TO CARRY OUT THE WORK	21

2.4	ACCOUNTING, RECORDS AND AUDIT	21
2.4.1	Accounting System.....	21
2.4.2	Books and Records.....	21
2.4.3	Inspection and Copying.....	21
2.4.4	Confidential Information.....	22
2.4.5	Withholding of Payment.....	22
2.4.6	Specific Performance.....	22
2.5	COUNTY FURNISHED MATERIALS	22
2.5.1	Supply by County.....	22
2.5.2	Deleted Work.....	22
2.5.3	Delivery Deadlines.....	22
2.5.4	Delivery to Site.....	22
2.5.5	Care, Custody and Control.....	22
2.5.6	Notice of Deficiencies.....	22
2.5.7	Incorporation in Work.....	22
2.6	COUNTY INSTALLED ITEMS	23
ARTICLE 3 CONTRACTOR PERFORMANCE		23
3.1	CONTRACTOR STATUS	23
3.1.1	Independent Contractor.....	23
3.1.2	Agents, Employees.....	23
3.1.3	Licenses.....	23
3.1.4	Subcontractors.....	23
3.1.5	Design Services.....	23
3.2	REVIEW OF DOCUMENTS, SITE AND EXISTING IMPROVEMENTS	24
3.2.1	Contractor's Duty of Review.....	24
3.2.2	Contract Adjustments.....	24
3.2.3	WAIVER BY CONTRACTOR.....	25
3.2.4	Continuing Obligation.....	25
3.2.5	Requests for Information.....	26
3.2.6	Correction of Work.....	27
3.3	SUPERVISION AND CONSTRUCTION PROCEDURES	27
3.3.1	General Obligation.....	27
3.3.2	Supervisory Staff.....	27
3.3.3	County Supplementary Personnel.....	27
3.3.4	Means, Methods, Procedures.....	27
3.3.5	Ordering Procedures.....	27
CONTRACTOR PERFORMED DUTIES		29
3.4	LABOR, MATERIALS AND EQUIPMENT	30
3.4.1	Costs of Work.....	30
3.4.2	Coordination.....	31
3.4.3	Field Conditions.....	31
3.4.4	Layout.....	31
3.4.5	Materials, Equipment.....	31
3.5	CONTRACTOR'S WARRANTY.....	32
3.5.1	General Warranty.....	32
3.5.2	Repair, Replacement.....	32

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

3.12.1	Staging Area.....	40
3.12.2	Existing Improvements.....	40
3.12.3	Operations at Site.....	40
3.12.4	Coordination.....	40
3.12.5	Unauthorized Use.....	40
3.12.6	Site Security.....	40
3.12.7	Persons on Site.....	40
3.12.8	County Uses and Activities.....	40
3.12.9	Dust, Fumes, Noise.....	40
3.12.10	Confinement of Operations.....	40
3.12.11	Prohibited Substances.....	41
3.12.12	Survey Markers.....	41
3.12.13	Drainage, Erosion.....	41
3.12.14	Trenches.....	41
3.13	CUTTING AND PATCHING.....	41
3.14	UTILITIES AND SANITARY FACILITIES.....	41
3.14.1	Contractor Responsibility.....	41
3.14.2	County Responsibility.....	42
3.14.3	Temporary Utilities.....	42
3.14.4	Sanitary Facilities.....	42
3.15	CLEANING UP.....	42
3.15.1	Contractor Responsibility.....	42
3.15.2	Cleanup by County.....	42
3.16	ACCESS TO THE WORK.....	43
3.16.1	County.....	43
3.16.2	Separate Contractors.....	43
3.16.3	Delivery Routes.....	43
3.17	INTELLECTUAL PROPERTY RIGHTS.....	43
3.18	INDEMNIFICATION.....	43
3.18.1	Contractor's Indemnity Obligation.....	43
3.18.2	Indemnification of Adjacent Property Owners.....	44
3.18.3	Insurance and Employment Benefits.....	44
3.18.4	Subcontractor Indemnity Agreements.....	44
3.18.5	Implied Indemnity Rights.....	44
3.18.6	Obligation to Defend.....	44
3.18.7	Enforcement.....	44
3.19	LABOR, WAGES, PAYROLL RECORDS.....	45
3.19.1	Public Work.....	45
3.19.2	Prevailing Wage Rates.....	45
3.19.3	Unclassified Workers.....	45
3.19.4	Per Diem Wages.....	45
3.19.5	Applicable Laws.....	45
3.19.6	Posting at Site.....	45
3.19.7	Worker Hours.....	45
3.19.8	Overtime.....	45
3.19.9	Payroll Records.....	46
3.19.10	Apprentices.....	46
3.19.11	Pre-Construction Meetings, Interviews.....	47

3.19.12	Penalties for Violations.....	47
3.19.13	Subcontractor Provisions.....	48
3.19.14	Condition of Payment.....	48
3.20	LABOR CODE §2810.....	48
3.20.1	Application.....	48
3.20.2	Declaration by Contractor.....	48
3.20.3	Continuing Duty.....	49
3.21	URBAN RUNOFF AND STORM WATER COMPLIANCE.....	49
3.21.1	Contractor's Responsibility.....	49
3.21.2	Inspections, Reports.....	49
3.21.3	Violations.....	49
3.21.4	Condition of Payment.....	49
3.21.5	Costs of Compliance.....	49
3.22	SOLID WASTE MANAGEMENT.....	49
3.23	CEQA COMPLIANCE.....	50
3.24	AQMD COMPLIANCE.....	50
ARTICLE 4 CONSTRUCTION ADMINISTRATION.....		50
4.1	ARCHITECT.....	50
4.1.1	Scope of Authority.....	50
4.1.2	Limitations on Authority.....	50
4.1.3	Work Stoppage.....	50
4.1.4	Replacement.....	50
4.1.5	County Rights.....	50
4.2	ADMINISTRATION OF THE JOB ORDER CONTRACT.....	51
4.2.1	Observations of the Work.....	51
4.2.2	Means, Methods.....	51
4.2.3	Communications by Contractor.....	51
4.2.4	Review of Applications for Payment.....	51
4.2.5	Rejection of the Work.....	51
4.2.6	Review of Submittals.....	51
4.2.7	Changes.....	52
4.3	CLAIMS.....	52
4.3.1	Submission of Claims.....	52
4.3.2	Arising of Claim.....	52
4.3.3	Content of Claims.....	52
4.3.4	Noncompliance.....	53
4.3.5	Submission of Claims.....	53
4.3.6	Response to Claims by Contractor.....	54
4.3.7	Meet and Confer.....	54
4.3.8	Subcontractor Claims.....	55
4.3.9	Claims Based on Differing Site Conditions.....	56
4.3.10	Continuous Work.....	56
4.4	ATTORNEY'S FEES.....	56
4.5	NOTICE OF THIRD-PARTY CLAIMS.....	56
4.6	WAIVERS OF RIGHTS BY CONTRACTOR.....	56

4.7	GOOD FAITH DETERMINATIONS	56
4.8	ESCROW BID DOCUMENTS	56
ARTICLE 5 SUBCONTRACTORS		57
5.1	SUBSTITUTION.....	57
5.1.1	Substitutions Allowed.....	57
5.1.2	Contractor's Own Expense.....	57
5.1.3	Substantiation of Compliance.....	57
5.1.4	Splitting Prohibited.....	57
5.2	SUBCONTRACTUAL RELATIONS.....	57
5.2.1	Written Agreements.....	57
5.2.2	Copies.....	58
5.2.3	No Brokering.....	58
5.2.4	Third-Party Rights.....	58
5.2.5	All Subcontractor Tiers.....	59
5.3	CONTINGENT ASSIGNMENT OF SUBCONTRACTS	59
5.3.1	Contingent Assignment.....	59
5.3.2	Acceptance by County.....	59
5.3.3	County Obligation.....	59
5.4	COMMUNICATIONS BY COUNTY	59
5.5	DOCUMENT AVAILABILITY	59
5.6	NO LIABILITY OF COUNTY.....	59
ARTICLE 6 COUNTY'S OWN FORCES AND SEPARATE CONTRACTORS		60
6.1	COUNTY'S RIGHT TO PERFORM CONSTRUCTION WITH OWN FORCES AND TO AWARD SEPARATE CONTRACTS.....	60
6.1.1	Right of County.....	60
6.1.2	Separate Contractors.....	60
6.1.3	Coordination.....	60
6.1.4	Disputes.....	60
6.1.5	Remedy.....	60
6.2	MUTUAL RESPONSIBILITY	60
6.2.1	Use of Site.....	60
6.2.2	Adjoining Work.....	60
6.2.3	Damage.....	61
6.2.4	Disputes.....	61
6.2.5	Settlement of Disputes.....	61
6.3	ALLOCATION OF CLEANUP COSTS.....	61
ARTICLE 7 CHANGES IN THE WORK.....		61
7.1	CHANGES	61
7.1.1	General.....	61
7.1.2	Contract Adjustments.....	61
7.1.3	Job Order Adjustments.....	61
7.1.4	Exclusive Rights.....	61
7.1.5	Written Authorization.....	62
7.1.6	Prompt Performance.....	62

7.2	SIGNATURES AND AUTHORIZATIONS	62
7.2.1	Parties	62
7.2.2	Form	62
7.2.3	Authorization.....	62
7.3	CHANGE ORDERS	63
7.3.1	Purpose	63
7.3.2	Content	63
	A Supplemental Job Order is a written instrument, prepared by the County, stating:.....	63
7.4	UNILATERAL SUPPLEMENTAL JOB ORDER.....	63
7.4.1	Unilateral Supplemental Job Order	63
7.4.2	Purpose	63
7.4.3	Good Faith Determination	63
7.4.4	Claim by Contractor.....	63
7.4.5	WAIVER BY CONTRACTOR	64
7.5	CONSTRUCTION CHANGE DIRECTIVES.....	64
7.5.1	Purpose	64
7.5.2	No Contract Adjustment	64
7.5.3	Agreed Contract Adjustment	64
7.5.4	Disputed Contract Adjustment.....	65
7.5.5	Other Notices.....	66
7.6	PROCEDURES.....	66
7.6.1	Notice of Change.....	66
7.6.2	Change Order Request	66
7.6.3	Formal Notice of Essence	67
7.7	PRICING	67
7.7.1	Basis of Calculation	67
7.7.2	Time and Materials Documentation.....	69
7.7.3	Allowable Costs	69
7.7.4	Costs Not Allowed	71
7.7.5	Allowable Markups	71
7.7.6	Review of Markups.....	73
7.7.7	Exclusions and Limitations.....	73
7.7.8	Net Calculations	73
7.7.9	Unit Prices	74
7.7.10	Discounts.....	74
7.7.11	Prompt Pricing	74
7.7.12	Final Payment.....	74
7.7.13	Full Resolution.....	74
7.7.14	Reserved Rights.....	75
7.7.15	No "Total Cost" Calculations	75
7.7.16	Multiple Changes	75
7.7.17	Continuous Performance.....	75
	ARTICLE 8 CONTRACT TIME	75
8.1	COMMENCEMENT AND COMPLETION.....	75
8.1.1	Date of Commencement	75
8.1.2	Substantial, Final Completion.....	75
8.1.3	Adjustments to Contract Time.....	76

8.1.4	Early Completion	76
8.2	DELAYS AND EXTENSIONS OF TIME	76
8.2.1	Adjustments to Contract Time of Job Order Time	76
8.2.2	Notice of Delay	77
8.2.3	Request for Extension	77
8.2.4	Response by County	78
8.2.5	Formal Notice of Essence	78
8.2.6	Compensation for Delay	78
8.2.7	Acceleration of the Work	79
8.2.8	Concurrent Delays	79
8.2.9	Delay Claims	80
8.2.10	Exercise of County Rights	80
ARTICLE 9 PAYMENTS AND COMPLETION		80
9.1	PAYMENT BY COUNTY	80
9.1.1	Time for Payment	80
9.1.2	Not Acceptance	80
9.1.3	Interest	80
9.1.4	Disputed Payments	80
9.2	APPLICATIONS FOR PAYMENTS	81
9.2.1	Submission by Contractor	81
9.2.2	Period of Application	81
9.2.3	Schedule of Values	81
9.2.4	Changes in Work	81
9.2.5	Progress Payments	81
9.2.6	Percentage Completion	81
9.2.7	Projected Work	81
9.2.8	Disagreements	81
9.2.9	Substantial Completion	81
9.2.10	Certification by Contractor	81
9.2.11	Stored Materials	81
9.2.12	Title	82
9.3	SCHEDULE OF VALUES	82
9.3.1	Initial Submission	82
9.3.2	Balanced Allocation	82
9.3.3	Line Estimates	82
9.3.4	Updating	82
9.3.5	Substantiation	82
9.3.6	Corrections	82
9.3.7	Changes to Work	82
9.3.8	Applications for Payment	82
9.4	PROGRESS PAYMENT CONDITIONS	83
9.4.1	Progress Payment Amount	83
9.4.2	Other Conditions and Documentation	83
9.5	COUNTY APPROVAL/REJECTION OF APPLICATIONS FOR PAYMENT	84
9.5.1	Review by County	84
9.5.2	Disapproval by County	84
9.5.3	Re-submittal by Contractor	84
9.5.4	Approval Nullification	84

9.5.5	No Waiver by County.....	84
9.5.6	No Representation.....	84
9.6	WITHHOLDING OF PAYMENT.....	84
9.6.1	Grounds for Withholding.....	84
9.6.2	Application of Withholding.....	86
9.6.3	Final Payment.....	86
9.6.4	Release of Withholding.....	86
9.6.5	Additional Rights.....	86
9.7	PAYMENTS BY CONTRACTOR.....	86
9.7.1	Payments to Subcontractors.....	86
9.7.2	Payments in Trust.....	86
9.7.3	Payment Information.....	86
9.7.4	Joint Payment.....	86
9.7.5	Direct Negotiation of Stop Payment Notices.....	87
9.7.6	Release of Stop Payment Notices.....	87
9.7.7	No County Obligation.....	87
9.8	FAILURE OF PAYMENT.....	87
9.9	SUBSTITUTION OF SECURITIES FOR RETENTION.....	87
9.9.1	Public Contract Code.....	87
9.9.2	Substitute Security.....	88
9.9.3	Deposit of Retentions.....	88
9.10	FINAL PAYMENT.....	88
9.10.1	Payment by County.....	88
9.10.2	Application for Final Payment.....	88
9.10.3	Review by County.....	88
9.10.4	Conditions to Final Payment.....	88
9.10.5	Disputed Amounts.....	89
9.10.6	No Waiver by County.....	89
9.10.7	WAIVER BY CONTRACTOR.....	89
9.11	SUBSTANTIAL COMPLETION.....	89
9.11.1	Contract Time.....	89
9.11.2	Request for Inspection.....	89
9.11.3	Substantial Completion Inspection.....	89
9.11.4	Substantial Completion Punch List.....	90
9.11.5	Re-Inspection.....	90
9.11.6	Notice of Substantial Completion.....	90
9.12	PARTIAL OCCUPANCY OR USE.....	90
9.13	FINAL COMPLETION.....	91
9.13.1	Contract Time.....	91
9.13.2	Final Completion Punch List.....	91
9.13.3	Performance of Punch List.....	91
9.13.4	Request for Final Inspection.....	91
9.13.5	Notice of Final Completion.....	92
9.13.6	Notice of Completion.....	92
9.13.7	No Waiver by County.....	92
ARTICLE 10 INSPECTIONS, SAFETY AND HAZARDOUS SUBSTANCES.....		92

10.1	INSPECTIONS.....	92
10.1.1	General.....	92
10.1.2	Coordination.....	92
10.1.3	Uncovering of Work.....	93
10.1.4	Off-Hours Inspections.....	93
10.1.5	Access to the Work.....	93
10.1.6	Right to Stop Work.....	93
10.1.7	No County Duty.....	93
10.1.8	Contractor Responsibility.....	93
10.1.9	Reimbursement to County.....	93
10.2	SAFETY PRECAUTIONS AND PROGRAMS.....	93
10.2.1	General Safety Obligation.....	93
10.2.2	Contractor's Safety Program.....	94
10.2.3	Safety Orders.....	94
10.2.4	Safety Representative.....	94
10.2.5	Protection.....	94
10.2.6	Safeguards, Disabled Access.....	94
10.2.7	Fire, Explosives, Hazardous Substances.....	94
10.2.8	First Aid.....	95
10.2.9	Unsafe Conditions.....	95
10.2.10	Responsibility for Loss.....	95
10.2.11	Loading, Storage.....	95
10.2.12	Emergency.....	95
10.2.13	No County Responsibility.....	95
10.2.14	Separate Contractors.....	95
10.3	HAZARDOUS SUBSTANCES, MOLD.....	96
10.3.1	Hazardous Substances.....	96
10.3.2	Mold.....	97
10.3.3	Release of County.....	98
10.3.4	Communications with Governmental Authorities.....	98
10.3.5	Subcontractors.....	98
	ARTICLE 11 INSURANCE.....	98
11.1	INSURANCE.....	98
11.1.1	Contractor's Insurance Requirements.....	98
11.1.2	Other Mandatory Insurance Requirements.....	99
	ARTICLE 12 BONDS.....	100
12.1	PERFORMANCE BOND AND PAYMENT BOND.....	100
12.1.1	Performance and Payment Bonds.....	100
12.1.2	Changes.....	100
12.1.3	Replacement.....	100
12.1.4	Duration.....	100
12.1.5	Condition of Payment.....	100
12.1.6	Surety Rating.....	100
12.1.7	Premiums.....	101
12.1.8	Obligee.....	101
12.1.9	No Exoneration.....	101
12.1.10	Communications.....	101
12.1.11	No Limitation.....	101
12.1.12	Subcontractor Bonds.....	101

12.1.13	Claims.....	101
ARTICLE 13	UNCOVERING AND CORRECTION OF THE WORK.....	101
13.1	UNCOVERING OF THE WORK.....	101
13.2	CORRECTION OF THE WORK.....	101
13.3	GUARANTEE TO REPAIR PERIOD.....	101
13.3.1	Guarantee To Repair Period.....	101
13.3.2	Repair by Contractor.....	102
13.3.3	Notice by County.....	102
13.3.4	Correction by County.....	102
13.3.5	Sale.....	103
13.3.6	No Limitation.....	103
13.4	ACCEPTANCE OF NONCONFORMING WORK.....	103
ARTICLE 14	MISCELLANEOUS PROVISIONS.....	103
14.1	GOVERNING LAW.....	103
14.2	TIME OF ESSENCE.....	103
14.3	SUCCESSORS AND ASSIGNS.....	103
14.4	WRITTEN NOTICE.....	104
14.4.1	Notice to County.....	104
14.4.2	Notice to Contractor.....	104
14.4.3	Notice to Claimant.....	104
14.5	RIGHTS AND REMEDIES.....	104
14.5.1	County Rights.....	104
14.5.2	Writing Required.....	104
14.5.3	Subsequent Breach.....	104
14.6	NO NUISANCE.....	104
14.7	EXTENT OF AGREEMENT.....	105
14.8	NO THIRD-PARTY RIGHTS.....	105
14.9	SEVERABILITY.....	105
14.10	PROVISIONS REQUIRED BY APPLICABLE LAWS.....	105
14.11	SURVIVAL.....	105
14.12	FEDERAL GRANTS.....	105
14.13	PROHIBITED INTERESTS.....	105
14.14	ASSIGNMENT OF ANTI-TRUST ACTIONS.....	106
14.15	NO WAIVER.....	106
14.16	CONSENT TO PHOTOGRAPHING.....	106
ARTICLE 15	DEFAULT, TERMINATION AND SUSPENSION.....	106
15.1	COUNTY REMEDIES FOR DEFAULT.....	106
15.1.1	Event of Default.....	106
15.1.2	County's Remedies.....	107
15.1.3	Contractor Tools, Equipment.....	108

15.1.4	Contractor Obligations.....	108
15.1.5	Accounting and Payment	109
15.1.6	Surety.....	110
15.1.7	Conversion.....	110
15.1.8	Substantial Performance Waived.....	110
15.1.9	Cross Default.....	110
15.1.10	Rights Cumulative.....	110
15.1.11	Materiality.....	110
15.1.12	County Action.....	110
15.2	SUSPENSION BY COUNTY FOR CONVENIENCE.....	110
15.2.1	Suspension Order.....	110
15.2.2	Resumption.....	111
15.2.3	Limitation.....	111
15.3	TERMINATION BY COUNTY FOR CONVENIENCE.....	111
15.3.1	Right to Terminate for Convenience.....	111
15.3.2	Contractor Obligations.....	111
15.3.3	Contractor Compensation.....	111
15.3.4	Exclusive Compensation.....	111
15.3.5	Subcontractors.....	111
15.4	TERMINATION BY CONTRACTOR.....	111
15.4.1	Contractor's Remedies.....	111
15.4.2	Notice of Intention to Terminate.....	112
15.4.3	Continuous Performance.....	112
15.5	WARRANTIES.....	112
ARTICLE 16 NON-DISCRIMINATION.....		112
16.1	NON-DISCRIMINATION IN SERVICES.....	112
16.2	NON-DISCRIMINATION IN EMPLOYMENT.....	113

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

(LONG FORM)

ARTICLE 1
GENERAL PROVISIONS

1.1 DEFINITIONS-GENERAL

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

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

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

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

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

1.1.6 Allowable Costs. "Allowable Costs" means those costs listed in Paragraph 7.7.3, below, that are used in calculating Contract Adjustments to the Contract Price.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Form);

- .6 Specifications;
- .7 Plans and Drawings;
- .8 Addenda;
- .9 Reference Documents;
- .10 Safety Program; and

.11 those documents, or those portions or provisions of documents, that, although not listed in Subparagraph 1.1.22.2 through Subparagraph 1.1.22.10, above, are expressly cross-referenced therein or attached thereto, including, without limitation, all documents submitted by Contractor as part of its Bid or Post-Award Submittals.

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

1.1.25 Change. "Change" means a modification, change, addition, substitution or deletion in the Work or in Contractor's means, methods, manner, time or sequence of performing the Work arising from any cause or circumstances, including, without limitation, either directly at the request of County or constructively by reason of other circumstances. Use of the term "Change," in any context, in the Contract Documents shall not be interpreted as implying that Contractor is entitled to a Contract Adjustment on any basis other than as permitted by the terms of the Contract Documents for Compensable Change, Deleted Work or Compensable Delay. Under JOC a change in the Work is processed as "Supplemental Job Order."

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

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

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

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

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

.1 that are the result of

(1) Differing Site Conditions,

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

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

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

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

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

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

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

.1 that is the result of

(a) a Compensable Change,

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

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

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

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

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

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

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

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

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

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

- .1 Job Order Contract, including Exhibits thereto;
- .2 Addenda;
- .3 General Conditions;
- .4 Specifications;
- .5 Plans and Drawings;
- .6 Modifications;
- .7 Reference Documents;
- .8 Job Orders
- .9 Supplemental Job Orders
- .10 Construction Task Catalogue (CTC)
- .11 Change Orders;
- .12 Unilateral Change Orders;
- .13 Construction Change Directives;
- .14 Safety Program;
- .15 other documents that comprise exhibits, attachments or riders to the documents listed in preceding Subparagraph 1.1.35.1 through Subparagraph 1.1.35.11, above;
- .16 executed Declaration of Sufficiency of Funds;
- .17 executed Non-Collusion Declaration; and
- .18 if the Bidding Documents limit bidding to Prequalified Bidders, those written representations, obligations or responsibilities made, acknowledged or assumed by the Bidder as part of the applicable Prequalification conducted by County, including, without limitation, any continuing obligations assumed by Contractor to disclose false or misleading information, report changes in ownership or management and comply with minimum safety requirements.

1.1.37 Contract Price. "Contract Price" means the dollar amount set forth in the JOC as the total possible compensation (maximum potential value) payable by County to Contractor for complete performance by Contractor in accordance with the Contract Documents of the Work and other obligations assumed by Contractor under the Contract Documents.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.65 Environmental Laws. "Environmental Laws" means all applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees and permits or other requirements of any Governmental Authority, which regulate, relate to, or impose liability or standards of conduct concerning any Hazardous Substance (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof), occupational or environmental conditions on, under, or about the Site or Existing Improvements (including, without limitation, soil, groundwater, and indoor and ambient air conditions), environmental protection (natural or manmade resources), or occupational health or industrial hygiene (but only to the extent related to Hazardous Substances on, under, or about the Site or Existing Improvements), as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 U.S.C.A. §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 [42 U.S.C.A. §§ 6901 et seq.]; the Clean Water Act (also known as the Federal Water Pollution Control Act) [33 U.S.C.A. §§ 1251 et seq.]; the Toxic Substances Control Act [15 U.S.C.A. §§ 2601 et seq.]; the Hazardous Substances Transportation Act [49 U.S.C.A. §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 U.S.C.A. §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 U.S.C.A. §§ 6901 et seq.]; the Clean Air Act [42 U.S.C.A. §§ 7401 et seq.]; the Safe Drinking Water Act [42 U.S.C.A. §§ 300f et seq.]; the Solid Waste Disposal Act [42 U.S.C.A. §§ 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 U.S.C.A. §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 U.S.C.A. §§ 11001 et seq.]; the Occupational Safety and Health Act [29 U.S.C.A. §§ 655 and 657]; the Residential Lead-Based Paint Exposure

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

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

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

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

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

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

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

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

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

.1 the Work is fully completed, including all minor corrective, or "punch list," items;

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

.3 the Work and the related portions of the Site have been thoroughly cleared of all construction debris and cleaned in accordance with the requirements of the Contract Documents, including, but not necessarily

limited to where applicable, the following: removal of temporary protections; removal of marks, stains, fingerprints and 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.

1.1.74 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.

1.1.75 Final Payment. "Final Payment" means payment by County to Contractor of the entire unpaid balance of the Job Order Price due to Contractor following Final Completion.

1.1.76 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.

1.1.77 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.

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

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

1.1.80 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.

1.1.81 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.

1.1.82 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.

1.1.83 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.

1.1.84 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.

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

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

1.1.87 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.

1.1.88 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.

1.1.89 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.

1.1.90 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.

1.1.91 Job Order. Means a firm, fixed priced, lump sum order issued by the County under the JOC to the Job Order Contractor. The Job Order will set forth a definite project scope of work as compiled from the Construction Task Catalog to be performed pursuant to the JOC. Each individual project to be accomplished under this JOC will be through the issuance of a Job Order. A Job Order consists of plans, shop drawings, permits, specifications and the Scope of Work required to complete the Work. The County will be responsible for the development of the Job Order as well as the observation and acceptance of the Work contained within the Job Order. The County will review the Contractor's Proposal and if acceptable, shall sign the Job Order and issue a Notice to Proceed for the work described therein. Each Job 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 Job Order. There is no minimum value associated with an individual Job Order.

1.1.92 Job Order Amount. The dollar amount stated in the Job Order payable by County to Contractor. The Job 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 a Job Order only by an additive or deductive Supplemental Job Order.

1.1.93 Job Order Consultant. County has selected The Gordian Group as its Job Order Contract Consultant and Contractor, in submitting a bid and entering into a contract with County agrees to execute and abide by the terms of the JOC System License, and the Fee Agreement listed as part of the Contract Documents in Sections 1.1.36 herein, and attached to the JOC Contract as exhibits.

1.1.94 Job Order Contract (JOC). A competitively bid, fixed period, fixed unit price and indefinite quantity contract between the County and the Contractor that provides for the use of Job Orders for public works or maintenance projects. Work is accomplished under the Job Order Contract through the issuance of individual Job Orders until the fixed period or the Maximum Contract Amount of the Job Order Contract is reached, whichever comes first. See also the definitions for "Contract" and "Contract Documents" set forth respectively in this Section.

1.1.95 Job Order Proposal. Also sometimes referred to in the Contract Documents as a "Proposal", it is the Contractor's irrevocable offer to perform Work associated with a Job 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. The Proposal may also contain approved drawings, work schedule, permits, or other such documentation as the County might require for a specific Job Order.

1.1.96 Job Order Time. The duration of time, stated in number of days, as set forth in an individual Job Order. Job Order Time is the stated number of days the Contractor has to perform the tasks set forth in the Job Order. Job Order Time can also mean more or less days than the original number of days stated in the Job Order if the Job Order is modified by a Supplemental Job Order.

1.1.97 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.

1.1.98 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.

1.1.99 Maximum Contract Amount. The maximum potential dollar value of the JOC as defined in the Notice Inviting Bids. The aggregate dollar value of the Job Order(s) issued under the Contract cannot exceed the Maximum Contract Amount.

1.1.100 Minimum Contract Amount. The minimum dollar value of the JOC as defined in the Notice Inviting Bids. The County makes no guarantee and has no obligation whatsoever to award any Job Orders under the Contract in excess of the Minimum Contract Amount.

1.1.101 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.

1.1.102 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, cladosprium, penicillium and stachybotrys chartarum).

1.1.103 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.

1.1.104 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 Job Order to which they pertain, and may be incorporated into the CTC, if determined appropriate by the County, at the base price determined in this Job Order Contract. Non-prepriced work requirements shall be separately identified and submitted in the Job Order Proposal.

1.1.105 Notice Inviting Bids. "Notice Inviting Bids" means the notice issued by or on behalf of County inviting submission of Bids for the Project.

1.1.106 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.

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

1.1.108 Notice of Completion of a Job Order. The Notice of Completion ("NOC") shall be issued by the Economic Development Agency at that point in the Job Order when the Contractor has completed all Work required in the Job Order. The time for issuance shall be determined by the County through a final inspection and acceptance of the work described in the Job Order. The NOC shall be signed by the Board of Supervisors for Job 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 Job Orders \$124,999 or less.

1.1.109 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.

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

1.1.111 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.

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

1.1.113 Notice to Proceed for JOC. The Notice to Proceed is the written notification from the County giving the Contractor notice to commence with the Work for each individual Job Order. The Notice to Proceed will specify the start date for the Work for each individual Job Order and the completion date.

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

1.1.115 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".

1.1.116 Post-Award Submittals. "Post-Award Submittals" means the documents described in the Bidding Documents that the apparent successful Bidder is required to submit after opening of Bids as a condition of Award.

1.1.117 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 Project, and which conference may, or may not, include a review of the Site.

1.1.118 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.

1.1.119 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.

1.1.120 Project. "Project" means the improvements comprising, or necessary or appurtenant to the use of, the work of improvements described generally in the Job Order documents issued for each Job 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. When a Job Order is issued for work occurring in the vicinity of other work performed by the County or under a separate contract, the Contractor shall coordinate his work with others.

1.1.121 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.

1.1.122 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.

1.1.123 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.

1.1.124 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.

1.1.125 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.

1.1.126 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.

1.1.127 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.

1.1.128 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).

1.1.129 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.

1.1.130 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.

1.1.131 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.

1.1.132 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.

1.1.133 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.

1.1.134 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.

1.1.135 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.

1.1.136 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.

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

1.1.138 State Water Resources Control Board. "State Water Resources Control Board" means the State Water Resources Control Board of the State of California.

1.1.139 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.

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

1.1.141 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.

1.1.142 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.

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

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

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

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

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

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

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

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

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

1.1.149 Supplemental Job Order. A stand-alone Job Order issued in the same manner and including all the characteristics described in item 1.1.89.1, Job Order, above. The purpose and use of a Supplemental Job Order shall be to change a project by adding or deleting work or time to or from a project for which a Job Order has previously been issued. Such supplemental work shall be reviewed by the County in advance and shall be approved as compensable under the requirements of the JOC. Completion and acceptance of Work under a Supplemental Job Order shall follow the same requirements as a Job Order and all the requirements of the JOC.

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

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

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

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

Delay; and (7) Contractor's recommendations for reordering or re-sequencing the Work to avoid or minimize further Delay.

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

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

1.1.156 Unilateral Job Order. The purpose of the Unilateral Job Order is to provide the County with a flexible procedure by which it may respond expeditiously to its needs. By virtue of this clause, the County is entitled to order work and to bind the contractor to performance of the work as needed for the term of their contract.

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

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

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

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

1.2 CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

1.2.1 Design Intent. The intent of the Contract Documents is for Contractor to provide all items necessary to produce a work of improvement that is complete as a whole and that is, in all of its parts, suitable for use and occupancy for its intended purpose, including, without limitation, all equipment, casework, mechanical, electrical and similar devices of whatever nature, completely installed, hooked-up and made fully operational and functional.

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

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

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

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

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

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

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

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

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

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

1.2.12 Modifiers. The Contract Documents may omit modifying words such as "all" and "any," and articles such as "the" and "an." If a modifier or an article is not included in one statement and appears in another, it is not intended to affect the interpretation of either statement. The use of the word "including," when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters whether or not non-limiting language (such as "without limitation," "but not limited to," or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

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

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

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

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

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

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

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

- .1 Applicable Laws (provided, however, and notwithstanding Subparagraph 1.2.19.10, below, where the Contract Documents or manufacturer's recommendations or specifications require standards higher than those of Applicable Laws, the Contract Documents or manufacturer's recommendations or specifications shall control);
- .2 Supplemental Job Orders; Change Orders, Unilateral Change Orders and Construction Change Directives;
- .3 Addenda;
- .4 Job Order
- .5 JOC;
- .6 Supplementary Conditions;
- .7 General Conditions;
- .8 General Requirements;
- .9 Specifications;

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

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

.12 Reference Documents.

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

1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

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

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

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

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

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

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

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

ARTICLE 2 COUNTY RIGHTS AND OBLIGATIONS

2.1 INFORMATION, APPROVALS AND SERVICES REQUIRED OF COUNTY

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

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

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

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

- (1) a detailed description of the information, approval or decision required;
- (2) a statement that the County Review Period or County Review Date has expired or

passed; and

(3) a statement, prominently displayed, that: "PURSUANT TO PARAGRAPH 2.1.3 OF THE GENERAL CONDITIONS, THE FAILURE TO PROVIDE THE REQUESTED INFORMATION, APPROVAL OR DECISION WITHIN 7 CALENDAR DAYS FROM THIS NOTICE MAY RESULT IN A REQUEST FOR A CONTRACT ADJUSTMENT"; or

.2 in the case of information, approval or decision for which there is no County Review Period or County Review Date set forth in the County-approved Construction Schedule, thirty (30) Days have passed since the County and the individual from whom such information, approval or decision is sought have received from Contractor a written notice that includes the statements set forth Clauses (1) and (2) of Subparagraph 2.1.3.1, above, and that includes a statement, prominently displayed, that: "PURSUANT TO PARAGRAPH 2.1.3 OF THE GENERAL CONDITIONS, THE FAILURE TO PROVIDE THE REQUESTED INFORMATION, APPROVAL OR DECISION WITHIN 30 CALENDAR DAYS FROM THIS NOTICE MAY RESULT IN A REQUEST FOR A CONTRACT ADJUSTMENT".

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

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

2.2 COUNTY'S RIGHT TO STOP THE WORK

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

2.3 COUNTY'S RIGHT TO CARRY OUT THE WORK

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

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

2.4 ACCOUNTING, RECORDS AND AUDIT

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

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

2.4.3 Inspection and Copying. Contractor shall allow, and shall require provisions to be included in all contracts and Job Orders entered into by Subcontractors, of every Tier, allowing, County and the auditor for the State of California (and the authorized representative(s), auditors, attorneys and accountants of each) upon twenty-four (24) hours notice to Contractor, full access to inspect and copy all its aforesaid books and records at a location within the Southern California area. Such right of audit may be exercised by either County or the auditor for the State of California as often as reasonably necessary to verify Contractor's continuing compliance with the Contract Documents.

2.4.4 Confidential Information. Nothing stated in this Section 2.4 or elsewhere in the Contract Documents shall be interpreted as a waiver by Contractor or any Subcontractor of any rights of privilege or confidentiality that are provided for by Applicable Law nor as authorizing the inspection of books and records that contain information concerning estimating means or methods that is not, in whole or part, relevant to a charge or demand being asserted by Contractor or a Subcontractor involving Extra Work, Deleted Work, Delay or a Claim.

2.4.5 Withholding of Payment. In addition to and without limitation upon County's other rights and remedies for breach, including any rights of County to withhold payment that are set forth elsewhere in the Contract Documents, County shall have the right, exercised in its sole discretion, to withhold from any payment due to Contractor under an Application for Payment a sum of up to ten percent (10%) of the total amount set forth in such Application for Payment until Contractor and the Subcontractors have complied with any outstanding and unsatisfied obligation under this Section 2.4. Upon compliance with this Section 2.4, any such monies withheld shall be released to Contractor.

2.4.6 Specific Performance. Contractor agrees that any failure to provide access to books and records as required by this Section 2.4 will result in irreparable harm and prejudice to County and shall, without the necessity of posting of any bond or undertaking, be specifically enforceable by means of a mandatory injunctive order (temporary, preliminary, provisional or otherwise) issued by a court of competent jurisdiction, which order the County and Contractor hereby consent to being issued based upon affidavits and without the necessity of oral testimony.

2.5 COUNTY FURNISHED MATERIALS

2.5.1 Supply by County. County shall have the right to furnish materials, products or equipment directly for processing and incorporation by Contractor in lieu of Contractor providing materials, products or equipment specified in the Contract Documents to be provided by Contractor as part of the Work.

2.5.2 Deleted Work. If the materials, products or equipment are provided by County pursuant to Paragraph 2.5.1, above, then a Supplemental Job Order shall be executed deleting such materials, products or equipment from the Work thereby offsetting the value of the original Job Order Amount and reducing the County's cost in the manner provided for in Article 7, below, applicable to Contract Adjustments for Deleted Work.

2.5.3 Delivery Deadlines. Without limitation to Contractor's obligations under Article 8, below, upon receipt of written instruction by County of its intent to provide materials, products or equipment pursuant to this Section 2.6, Contractor shall notify County promptly in writing of any deadlines within which such materials, products or equipment must be received at the Site in order to avoid Delay.

2.5.4 Delivery to Site. Contractor shall, upon their delivery to the Site, properly receive and unload materials, products or equipment furnished by County pursuant to this Section 2.5.

2.5.5 Care, Custody and Control. Contractor assumes full and unconditional responsibility for care, custody and control of the materials, products or equipment that are furnished by County pursuant to this Section 2.5, whether or not they have been accepted by County, and assumes sole responsibility for any subsequent loss, injury or damage thereto occurring prior to Final Completion.

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

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

2.6 COUNTY INSTALLED ITEMS

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

2.7 COUNTY'S ADDITIONAL RIGHTS

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

ARTICLE 3 CONTRACTOR PERFORMANCE

3.1 CONTRACTOR STATUS

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

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

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

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

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

3.2 REVIEW OF DOCUMENTS, SITE AND EXISTING IMPROVEMENTS

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

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

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

.3 the status of any construction at the Site concurrently under construction; and

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

3.2.2 Contract Adjustments.

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

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

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

(a) the circumstances giving rise to such Extra Work conform to all of the requirements of Subparagraph 1.1.29.2 through Subparagraph 1.1.29.4, above, applicable to Compensable Changes;

(b) Contractor has submitted to County and Architect a Request for Information in compliance with Paragraph 3.2.5, below, seeking clarification of such Design Discrepancy;

(c) Contractor has submitted to County a timely and complete Notice of Change in accordance with Article 7, below, describing such Extra Work in detail;

(d) Contractor has received a Construction Change Directive and/or Supplemental Job Order signed by County in accordance with Article 7, below, directing that Contractor perform the portion of the Work in question; and

(e) unless otherwise provided in such Construction Change Directive, Contractor has submitted to County a Supplemental Job Order Request in accordance with the requirements of Article 7, below, setting forth the particulars of its request for Contract Adjustment via a Supplemental Job Order on account of such Extra Work.

(2) **Compensable Delay.** There shall be no Supplemental Job Order to the Job Order Amount or Job Order Time for Delay as a result of a Design Discrepancy unless all of the following conditions have been met prior to Contractor or any Subcontractor performing any portion of the Work involving or affected by such Design Discrepancy:

(a) if the Delay is the result, in whole or in part, of Extra Work, all of the requirements of Subparagraph 3.2.2.2 (1), (a) through (e), above, have been met;

(b) the circumstances giving rise to such Delay conform to all of the requirements of Subparagraph 1.1.30.2 and Subparagraph 1.1.30.3, above, applicable to Compensable Delay; and

(c) Contractor has submitted to County a timely and complete Notice of Delay and a timely and complete Request for Extension in accordance with Article 8, below, setting forth the particulars of its request for a Supplemental Job Order on account of such Compensable Delay.

(3) **Differing Site Conditions.** The Contractor's right to a Supplemental Job Order as a result of variances between (a) the Contract Documents or other documents or information described in Paragraph 3.2.1, above, that, prior to the Job Order Approval was either reviewed by Contractor or was available to Contractor for review prior to the Job Order Approval and (b) conditions at the Site or in Existing Improvements shall, notwithstanding the fact that the circumstances asserted by Contractor as a basis for such Job Order and or Supplemental Job Order Adjustment may involve, relate to or arise out of a Design Discrepancy, be governed by the provisions of the Job Order Contract Documents setting forth the Contractor's right to Job Order and or Supplemental Job Order Adjustments on the grounds of Differing Site Conditions.

3.2.3 WAIVER BY CONTRACTOR.

CONTRACTOR AGREES THAT IT SHALL NOT BE ENTITLED TO, AND HEREBY CONCLUSIVELY WAIVES, ANY RIGHT TO CONTRACT ADJUSTMENT, AS WELL AS THE RIGHT TO ANY OTHER OR FURTHER RECOURSE OR RIGHT OF RECOVERY FROM COUNTY, ON ACCOUNT OF LOSSES OR DELAYS THAT ARE A RESULT OF EITHER A DIFFERING SITE CONDITION OR A DESIGN DISCREPANCY, IF PRIOR TO THE JOB ORDER APPROVAL SUCH DIFFERING SITE CONDITION OR DESIGN DISCREPANCY WAS:

(1) **DISCOVERED BY CONTRACTOR AND CONTRACTOR, NOTWITHSTANDING SUCH DISCOVERY, FAILED TO REPORT SUCH DIFFERING SITE CONDITION OR DESIGN DISCREPANCY TO COUNTY IN WRITING PRIOR TO THE JOB ORDER APPROVAL;**

(2) **ALTHOUGH NOT ACTUALLY DISCOVERED BY CONTRACTOR PRIOR TO THE JOB ORDER APPROVAL WAS REASONABLY DISCOVERABLE BY CONTRACTOR UNDER THE STANDARD OF PERFORMANCE SPECIFIED IN THE CONSTRUCTION CONTRACT, INCLUDING, WITHOUT LIMITATION, A DIFFERING SITE CONDITION OR DESIGN DISCREPANCY THAT WAS OVERLOOKED BY CONTRACTOR DUE TO A FAILURE BY CONTRACTOR TO FULLY FAMILIARIZE ITSELF PRIOR TO THE JOB ORDER APPROVAL DEADLINE WITH ANY OF THE DOCUMENTS, INFORMATION OR CONDITIONS REFERRED TO IN PARAGRAPH 3.2.1, ABOVE.**

3.2.4 Continuing Obligation. In addition and without limitation to Contractor's obligations under Paragraph 3.2.1, above, or elsewhere in the Contract Documents, Contractor shall have the continuing obligation until Final Completion to promptly report to County, by means of submission by Contractor of a Request for Information that complies with the requirements of Paragraph 3.2.5, below, any and all of the following:

.1 information contained in the Bidding Documents, Contract Documents, Reference Documents or other documentation that was either reviewed by Contractor or that Contractor was given the opportunity to review prior to the Job Order approval, as well as any visible conditions at the Site, in Existing Improvements or in the vicinity

of the Project, that Contractor knows, or in the exercise by Contractor of its duties under the Standard of Performance should have known, may render a portion of the Work in any respect, wholly or partially, unsuitable or incomplete to meet the requirements of the Contract Documents, the Design Intent or Applicable Laws, and

.2 conditions in the Work that constitute Defective Work or that cause or are likely to cause any other portion of the Work to be Defective Work.

Without limitation to County's other rights under the Contract Documents, any portion of the Work, Existing Improvements or the work of Separate Contractors or County's own forces requiring replacement, repair or correction due to a failure by Contractor or any Subcontractor, of any Tier, to comply with its continuing obligation under this Paragraph 3.2.4 shall be promptly replaced, repaired or corrected to County's satisfaction, at Contractor's Own Expense.

3.2.5 Requests for Information.

.1 **Time for Submittal.** Requests for Information shall be submitted no later than three (3) Days after the date Contractor learns of the circumstances giving rise to the question contained in the Request for Information. Requests for Information shall be submitted by or through the Contractor and not directly by Subcontractors.

.2 **Content.** Each Request for Information shall, in addition to the Contractor's specific question or request, include the following:

(1) a detailed description of the circumstances giving rise to the Contractor's request or question, including, without limitation, any related Design Discrepancy;

(2) Contractor's request for clarification, including, without limitation, any request for further detailing or correction of the Contract Documents; and

(3) a statement of whether Contractor believes it is entitled to a Contract Adjustment by reason of the circumstances described.

.3 **Form.** Contractor shall submit Requests for Information using forms provided or approved by County.

.4 **Unnecessary, Multiple Requests.** Contractor shall carefully review, coordinate and consolidate (where appropriate to prevent piecemeal submission) Requests for Information (whether originating with Contractor or the Subcontractors) prior to submitting them in order to eliminate unnecessary or duplicative requests.

.5 **Responses.** Responses to Requests for Information shall be furnished with reasonable promptness so as to not unreasonably Delay progress of the Work; provided, however, that the timing of a response by the Architect, County or a County Consultant to a Request for Information shall not constitute grounds for a Contract Adjustment unless Contractor has complied with the requirements set forth in this Paragraph 3.2.5 and, if applicable, Paragraph 2.1.3, above.

.6 **Back Charges by County.** County shall have the right to deduct from payments due to Contractor sums expended by County for the services of the Architect, Inspectors of Record or County Consultants due to a failure by Contractor to comply with this Paragraph 3.2.5.

.7 WAIVER BY CONTRACTOR.

FAILURE BY CONTRACTOR TO SUBMIT A REQUEST FOR INFORMATION IN ACCORDANCE WITH AND UNDER CIRCUMSTANCES IN WHICH A REQUEST FOR INFORMATION WAS REQUIRED BY THIS PARAGRAPH 3.2.5 SHALL RESULT IN CONTRACTOR WAIVING ITS RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF ANY LOSS OR DELAY THAT COULD HAVE BEEN AVOIDED IF SUCH REQUEST FOR INFORMATION HAD BEEN PROPERLY PREPARED AND TIMELY SUBMITTED.

3.2.6 Correction of Work. Contractor shall, at Contractor's Own Expense, correct or replace in accordance with the direction of County any portion of the Work that is performed by Contractor or a Subcontractor knowing that it involves, or that Contractor or Subcontractor in the exercise of reasonable care and diligence should have known involves, a portion of the Contract Documents that contains an error, omission, conflict, ambiguity, lack of coordination or noncompliance with Applicable Laws, without first notifying and obtaining the written approval of County and Architect.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

3.3.1 General Obligation. Contractor shall provide competent, fully qualified personnel to supervise, administer, manage and direct the Work, competently and efficiently, at all times devoting their best skill and attention to perform the Work in accordance with the Contract Documents.

3.3.2 Supervisory Staff. Contractor shall employ a competent project manager, superintendent, scheduler, forepersons and necessary assistants during performance of the Work. Contractor's superintendent and forepersons shall be present at the Site at all times that the Work is in progress and at any time that any employee of Contractor or a Subcontractor is present at the Site. Contractor's project manager and superintendent shall, unless excused from attendance by the County, attend all job meetings. Contractor's project manager and superintendent must be able to fluently read and write in English. Contractor's superintendent shall not perform the Work of any trade, pick up materials, or perform any Work not directly related to the supervision of the Work and shall be available twenty-four (24) hours a Day, seven (7) Days a week, to respond to emergencies.

3.3.3 County Supplementary Personnel. Without limitation upon any of the rights or remedies of the County under the Contract Documents or under Applicable Laws, in the event that Contractor fails to have personnel on Site to supervise the Work, the County shall have the right, but not the obligation, upon twenty-four (24) hours' telephonic or email notice by the County to Contractor, to provide such supervision on a temporary basis and to deduct from the sums owing to Contractor the actual costs of such temporary supervision. Contractor shall, notwithstanding the County's providing such temporary supervision, remain solely responsible for all actions and omissions of its personnel and of the Subcontractors.

3.3.4 Means, Methods, Procedures. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and coordinating all portions of the Work, unless the Contract Documents specify other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, Contractor shall nonetheless be fully and solely responsible for the adequacy and safe implementation of such means, methods, techniques, sequences or procedures. If Contractor believes that such specified means, methods, techniques, sequences or procedures may not be safe or adequate, Contractor shall give written notice to County and Architect and shall not proceed with that portion of the Work without further written instruction from County or Architect. In response to such notice, County may order Contractor to improve the character or increase the efficiency of the means, methods, techniques, sequences or procedures employed, and Contractor shall conform to such order; but the failure of County to order such improvement or increase of efficiency will neither relieve Contractor from its sole responsibility for safety at the Site nor relieve Contractor from its obligation to perform the Work in accordance with the Contract Documents and Applicable Laws.

3.3.5 Ordering Procedures:

.1 As the need exists for performance under the terms of this JOC, the County will notify the Contractor of a proposed Job Order Project.

.2 Upon receipt of this notification, the Contractor shall respond to the needs of the County within two working days by:

(1) Establishing verbal contact with the County to further define the scope of the proposed Job Order, and

(2) Visiting the proposed work site in the company of a County representative, and participating in the conduct of a scope validation site visit and conference which will include discussion and establishment of the following:

- .1 Project number and title
- .2 Existing site conditions
- .3 Methods and alternatives for accomplishing work
- .4 Definition and refinement of requirements
- .5 Detailed scope of work
- .6 Requirements for plans, sketches, shop drawing etc.
- .7 Tentative work schedules
- .8 Preliminary quantity estimates

(3) Upon completion of the scope validation meeting, the County Representative will issue a Request for Proposal which requires that the Contractor prepare a proposal for the Work under consideration.

(4) The Contractor will prepare the Proposal, which shall include but not be limited to the following:

- .1 Firm fixed price proposal
- .2 Schedule in a form as required by the County.
- .3 Subcontractor list including the price to be paid to each subcontractor and any shop drawings or other information required for the County to be able to review the price proposal.

(5) Processing Time Limits

(a) Request for Proposal Submittal: The Contractor shall submit the Proposal for the Project on or before the due date stated in the Request for Proposal (RFP). Time shall be 14 days maximum unless otherwise specified.

(b) Request for Information Submittal: The Contractor shall make a thorough analysis of each proposed Job Order and submit all Requests for Information (RFI's) within 7 days after issuance of any RFP. Submission of RFI's shall in no way extend the proposal due date unless deemed necessary by the County's Project Manager.

(c) Proposal Review: Contractor's project manager or agent shall be available for proposal review meetings within 24 hours of being notified by the County (via faxes, e-mail, telephone, etc.). After review of the Proposal, the Contractor shall remove all inappropriate line items and adjust quantities as directed by the County's Project Manager.

(d) Revised Proposal: The Contractor shall submit a revised Proposal within 24 hours of proposal review meeting (unless otherwise specified). Upon review of a revised Proposal, the Contractor shall remove all line items or adjust quantities deemed inappropriate by the County's Project Manager and re-submit the Proposal with 24 hours. No new line items may be added to the Proposal. No quantities increased or added modifiers will be accepted unless agreed to by the County during any needed second proposal review meeting.

(e) Enforcement. Processing time limits described herein are of the essence of this JOC. Failure to comply with these time limits may result in termination of the JOC.

(6) **Pre-priced work requirements:** Pre-priced work requirements will identify the type and number of work units required from the Construction Task Catalog. The price per unit set forth in the Construction Task Catalog shall serve as the base price for the purpose of the operation of this article. The Contractor's Proposal shall include support documentation to indicate that adequate engineering and planning for the requirement has been done, and that the work units proposed are reasonable for the tasks to be performed. Documentation to be submitted with the Proposal shall include, but not be limited to, drawings, calculations, catalog cuts, specifications, and architectural renderings.

(7) **Non-Prepriced Work Requirements:** Units of work not included in the Construction Task Catalog but within the general scope and intent of this JOC may be negotiated into this JOC as needs arise. Such work requirements shall be incorporated into and made a part of this JOC and the Job Order to which they pertain, and may be incorporated into the Construction Task Catalog if determined appropriate by the County at the base price determined in this article. Non-prepriced work requirements shall be separately identified and submitted in the Job Order proposal. Information submitted in support of non-prepriced work shall include, but not be limited to, the following:

.1 Complete specifications and technical data, including work unit content, work unit costs data, quality control and inspection requirements.

.2 Work schedule, this will include an update for other projects concurrently under construction and how these projects will affect the new project.

.3 Pricing data submitted in support of non-prepriced work units shall include a cost or price analysis report, establishing the basis for selecting the approach proposed to accomplish the requirements. Unless otherwise directed by the County, costing data will be submitted demonstration that the Contractor sought and received three quotes.

The Contractor shall provide an installed unit price (or demolition price if appropriate) which shall include all costs required to accomplish the Non-Prepriced Task.

.4 The final price submitted for Non Prepriced Tasks shall be according to the following formula:

CONTRACTOR PERFORMED DUTIES

A= Direct Labor Costs and Fringe Benefits per Prevailing Wage Rates.

B= Direct Material Costs (supported by quotes)

C= Direct Equipment Costs (supported by equipment amortization data)

D= Allowable Overhead Costs = A x 55%

(This includes Workers Compensation insurance).

E= Allowable Profit = (A+B+C) x 10%

Subcontractor Performed Duties

F= Cost of Subcontractors to Contractor (supported by quotes)

G= Contractor's Allowance for Subcontractor Cost = F x 5%

H= Contractor's Overhead for Subcontractors Costs in accordance with the following schedule:

F x 0% for Non-Prepriced (NPP) Tasks < 10% of total Job Order Value

F x 7% for NPP Tasks 10-20% of total Job Order Value

F x 10% for NPP Tasks > 20% of total Job Order Value

The final value of the NPP Task will be:

A+B+C+D+E+F+G+H

Following approval by the County of a Non-Pre-Priced Task and unit price, the Non-Pre-priced Task unit price will be entered into the computer data base.

.5 The total extended price for the Non-Pre-Priced Task will be determined by multiplying the unit price by the quantity required. The price offered in the Proposal will be determined by multiplying the total extended price by an adjustment factor of 1.0000.

.6 After using a Non-prepriced item on three separate Job Orders, the unit price for the work item will be negotiated and fixed as a permanent pre-price item which will no longer require price justification.

.7 The County will evaluate the proposed work unit and compare them with the independent County estimate of the same tasks to determine the reasonableness of approach, including the nature and number of work units proposed. The County will determine whether the Contractor's Job Order Proposal is in line with its own estimate.

.8 Following agreement on non-prepriced work unit content and price, the work unit price will be adjusted to a work unit base price equivalent to the price of work units contained in the Construction Task Catalog. This base price shall be developed by dividing the agreed-upon unit price by the Contractor's adjustment factor currently in effect for requirements to be accomplished during normal working hours.

.9 The base prices determined will be multiplied by the number of work units required to determine the extended base unit price, which will be converted to the Job Order firm fixed-price by multiplying the extended base unit price by the appropriate current Contractor's adjustment factor.

(8) Each Job Order shall state the agreed upon requirements and fixed price of performance, the schedule for the Work, and shall cite the funds allotted for payment of the Work ordered and the item number, description, quantity, unit price and extended price (i.e. unit price times number of units) separated between prepriced and non-prepriced units and separated between regular and overtime efforts; applicable adjustment factors, and totaled to include the firm-fixed price for the order. All clauses of this JOC shall be applicable to any Job Orders issued under this clause. Job Orders will be accomplished on an appropriate form which the Contractor shall sign a copy of evidencing acceptance of the Job Order.

(9) The County reserves the right to reject a Contractor Proposal based on unjustifiable quantities, performance periods, inadequate documentation, or other inconsistencies on the Contractor's part. The Contractor has the obligation to confirm the quantities shown in the Contractor's proposals. The County has the right to require the Contractor to prove the quantities shown in the Proposals by providing sketches, drawings or plans as necessary. The County also reserves the right to not award a Job Order if County's requirement is no longer valid. In these instances, the Contractor has no right of claim to recoup Proposal expenses. The County also reserves the right to pursue completion of any or all work included in a rejected job order by other contracting means when an agreement was not reached with the Contractor.

(10) By submitting a signed Proposal to the Project Manager, the Contractor is agreeing to accomplish the work outlined in the RFP for that particular Job Order. It is the Contractor's responsibility to include the necessary scope items in the Proposal prior to issuing it to the Project Manager. Errors and omissions in the proposal shall be the responsibility of the Contractor. The Contractor's Proposal shall be valid for the entire term of the JOC.

3.4 LABOR, MATERIALS AND EQUIPMENT

3.4.1 Costs of Work. Contractor shall provide and pay for labor, materials, tools, equipment, machinery, water, heat, utilities, transportation, facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether incorporated or to be incorporated into the Work.

3.4.2 Coordination. Contractor shall provide supervision sufficient to ensure proper coordination for the timely and efficient performance and completion of the Work.

3.4.3 Field Conditions. Before commencing the Work or any activities on the Site, Contractor shall take field measurements and verify field conditions and carefully compare such field measurements and conditions with the information in the Contract Documents and other information obtained by or available to Contractor.

3.4.4 Layout. Contractor is solely responsible for (1) the accurate layout of all portions of the Work, (2) the accuracy of the Project lines and levels, (3) erection of the Work square, plumb, level, true to line and grade, in the exact plane, and to the correct elevation and (4) sloping of surfaces to drain as indicated by the Contract Documents, or, if not indicated, as needed to provide for adequate drainage.

3.4.5 Materials, Equipment

.1 Delivery, Storage, Inventory. Materials and equipment shall be: (1) furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work; and (2) if located on the Site, properly stored and protected as reasonable and necessary, or as directed by County, to prevent Loss from any foreseeable cause, including, without limitation, theft. In the event that County gives direction as to the location for storage or protection of materials or equipment on the Site, Contractor shall nonetheless remain solely responsible for its safe and secure storage and protection. No part of any such stored materials and equipment shall be removed from its place of storage except for immediate installation in the Work. Contractor shall keep an accurate inventory of all such stored materials and/or equipment in a manner satisfactory to County.

.2 Purchases. Contractor shall place orders for materials and/or equipment as specified so that delivery of same may be made without Delay to the Work. Contractor shall, upon request from County, furnish to County documentary evidence showing that orders have been placed. County reserves the right in the event Contractor fails, within three (3) Days after receipt of written notice by County to Contractor to comply with the requirements of this Subparagraph 3.4.5.2, to comply with the requirements of this Subparagraph 3.4.5.2, to deduct the costs paid or payable by County associated with such purchases from payments otherwise owing to Contractor. Contractor shall, if requested by County, accept assignment of any such contracts entered into by County without a Contract Adjustment.

.3 Title. No material, supplies or equipment for the Work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by seller or supplier. Contractor warrants good title to all material, supplies and equipment installed or incorporated in the Work and agrees upon Final Completion to deliver the Work, including the premises, land, improvements and appurtenances on or to which the Work is placed, located or affixed, to County free from any claims, liens, or charges. Contractor further agrees that neither it nor any person, firm, or corporation furnishing any materials or labor for any of the Work shall have any right of lien upon the Site, or any Existing Improvement or appurtenance thereon, except that (1) nothing stated in this Subparagraph 3.4.5.3 shall be interpreted as a waiver by Contractor or any Subcontractor of its right under Applicable Laws to serve a stop payment notice for Work that is not paid for by County as required under the terms of the Contract Documents; and (2) Contractor may install metering devices or other equipment of utility companies or political subdivisions, title to which may be retained by such utility company or political subdivision, provided that in the event of installation of any such metering device or utility equipment, Contractor shall advise County as to the owner, and the precise location, thereof.

.4 Substitutions. No substitution of materials, equipment, articles, processes or other items of the Work required under the Contract Documents will be made without written approval of County, which approval may be granted or denied in the sole and absolute discretion of County. With respect to any such substitution made or requested by Contractor, neither the occurrence of a substitution made or requested by Contractor nor the approval or disapproval by County of a substitution that is made in accordance with this Subparagraph 3.4.5.4 shall give rise to any right of Contractor to a Contract Adjustment. Contractor shall, notwithstanding County's or Architect's approval, remain solely responsible for the sufficiency and suitability of all substitutions requested by Contractor and approved, or otherwise made, by Contractor.

.5 Parts List. Contractor will provide a printed parts list for all items which might be subject to replacement and for which parts lists are either expressly required by the Contract Documents or customarily provided according to usual commercial practices.

.6 Manuals. As part of its obligation for submission of Record Documents, four (4) hard copies and one (1) electronic version of operations and maintenance manuals shall be prepared and transmitted by Contractor to County prior to and as a condition of Final Completion. Final Payment will not be due until County has received all such manuals and all other manuals covering the Work that are either required to be provided by the terms of the Contract Documents or if not required are customarily provided according to usual commercial practices applicable to the portion of Work involved. Operating instructions will be included within the equipment manuals and will state all information necessary for County to operate, use, maintain and service the equipment fully and efficiently.

.7 Start Up. Contractor will be responsible for start-up of all systems and equipment purchased as part of the Work and has included sufficient amounts in its Bid to cover contingencies arising out of the start-up of such systems and equipment. Contractor will comply fully with each manufacturer's specifications and instructions. Systems and equipment specified to be furnished with manufacturer's supervision of start-up will be placed in operation only under such supervision.

3.5 CONTRACTOR'S WARRANTY

3.5.1 General Warranty. In addition to other warranties and guarantees required by the Contract Documents, Contractor shall, and hereby does, warrant and guarantee that: (1) the Work will conform to the requirements of Contract Documents, including, without limitation, any performance standards that are part thereof; (2) all Work for which there is not a specific requirement, criteria, specification or standard set forth in the Contract Documents will conform to the Standard of Performance; (3) all labor, equipment, materials and other items of Work will be when installed new and free of liens, claims and security interests; (4) without limitation to the other requirements of this warranty, all labor, installation and workmanship will be performed in a good and workmanlike manner; and (5) all labor, materials, equipment, services and work shall be free of defects for a period of one (1) year after Final Completion. If required by County, Contractor shall furnish satisfactory evidence as to the kind and quality of services, labor, installation, materials and equipment used. Manufactured items installed in the Work, unless otherwise specifically stated in the Contract Documents, are to be installed in strict accordance with manufacturer's current printed instructions.

3.5.2 Repair, Replacement. Without limitation upon the County's other rights or remedies under the Contract Documents or Applicable Laws, any and all Work that, for reasons other than (1) ordinary wear and tear or (2) abuse or neglect by persons or entities other than the Contractor or the Subcontractors, is not in conformance with the warranties or guarantees required by the Contract Documents or Applicable Laws shall be repaired or replaced, together with the repair or replacement of any other Work, Existing Improvements or the work of the Separate Contractors, the County's own forces or others, which may be removed, displaced or damaged in so doing. The Contractor shall notify the County in writing upon completion of such repair or replacement. In the event of failure by the Contractor to commence and pursue with diligence said replacement or repair within ten (10) Days after being notified by the County, the County is hereby authorized to proceed with such replacement and repair as the County deems necessary and expedient and to charge such costs to Contractor at Contractor's Own Expense.

3.5.3 Not a Limitation. The warranties stated in this Section 3.5 are in addition to any other warranties or guarantees that are required under any other provision of the Contract Documents or Applicable Laws. Nothing stated in this Section 3.5 shall be interpreted as a limitation upon the County's rights under any warranties or guarantees provided for under any other provision of the Contract Documents or under Applicable Laws that afford the County greater rights than the rights afforded to County under this Section 3.5.

3.5.4 Assignment. Contractor does hereby unconditionally and irrevocably assign to County all warranties and guarantees issued or made by any Subcontractor, of any Tier (including, without limitation, any manufacturer, supplier and distributor) in connection with the Work. Such assignment shall not relieve Contractor of, or otherwise limit, any of its obligations contained in the Contract Documents, including, without limitation, the general responsibility and liability of Contractor for a breach by a Subcontractor (including, without limitation, any manufacturer, supplier and distributor, of any Tier) of a warranty or guarantee given by such Subcontractor in connection with the Work.

3.5.5 Close-Out. Unless sooner requested by County, Contractor shall furnish to County, as part of the Close-Out Documents and as a condition to Final Payment, all written guarantees or warranties that are required by the

terms of the Contract Documents. All such guarantees and warranties shall be: (1) in writing; (2) indexed and bound; (3) accompanied by such certifications and instruction materials as may be required by the Contract Documents; and (4) issued to County or assignable by their terms, and in fact assigned, to County.

3.6 TAXES

3.6.1 Payment by Contractor. Contractor shall pay, at Contractor's Own Expense, all local, state and federal taxes, including, without limitation, all sales, consumer, business license, use and similar taxes on materials, labor or other items furnished for the Work or portions thereof provided by Contractor or the Subcontractors, of all Tier, all taxes arising out of its operations under the Contract Documents and all benefits, insurance, taxes and contributions for social security and unemployment insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government, then County, upon request, will execute documents necessary to show: (1) that County is a political subdivision of the State for the purposes of such exemption; and (2) that the sale is for the exclusive use of County. No excise tax for such materials shall be included in any price (including, without limitation, the Bid) submitted by Contractor for the Work or for Changes in the Work.

3.6.2 Tax Exempt Projects. If applicable to the Project, Contractor shall comply with Applicable Laws concerning tax-exempt construction projects.

3.6.3 Records of Taxes. Contractor and the Subcontractors shall keep sufficient records to verify the amount of sales and use taxes paid. Copies shall be submitted with each monthly Application for Payment. Failure to keep or submit such records, resulting in the inability of County to claim a refund for taxes for such materials, shall render Contractor liable to County for the amount of such tax refund.

3.7 PERMITS, FEES AND LEGAL NOTICES

3.7.1 Permits. Contractor shall obtain and pay for all permits and approvals that are not stated in the Contract Documents to be the responsibility of the County. Such permits and approvals that are the responsibility of the Contractor may include local building or land use permits, California Department of Fish and Game Streambed Alteration Agreements (Section 1600 et seq.), California Department of Fish and Game collection permits, U.S. Army Corps of Engineers 404 fill and dredge authorization, Clean Water Act Section 401 authorization (managed by the local California Regional Water Quality Control Boards) land owner agreements, or other regulatory permits or approvals required for the implementation of the Project. All permits, licenses and certificates obtained by Contractor shall be delivered to County prior and as a condition to Final Completion and Contractor's right to Final Payment.

3.7.2 Applicable Laws, Notices. Contractor shall comply with, and give notices required by, Applicable Laws bearing on performance of the Work.

3.7.3 Bonds, Undertakings. Contractor shall, without Contract Adjustment, procure and obtain all bonds required of the County or the Contractor by the municipality in which the Project is located or by any other public or private body with jurisdiction over the Project. In connection with such bonds, the Contractor shall prepare all applications, supply all necessary back-up material and furnish the surety with any required personal undertakings. The Contractor shall also obtain and pay, without Contract Adjustment, all charges for all approvals for street closings, parking meter removal and other similar matters as may be necessary or appropriate from time to time for the performance of the Work.

3.7.4 Notice of Violations. Contractor shall immediately notify County in writing of any instruction received from County, or any other Project Team member that, if implemented, would cause a violation of any Applicable Law.

3.7.5 Governmental Authority Approvals. Where the Contract Documents state, or Applicable Laws require, that materials, processes or procedures must be approved by a Governmental Authority, Contractor shall be responsible for satisfying the requirements and obtaining the approval of such Governmental Authority.

3.8 CONTRACTOR'S PERSONNEL

3.8.1 Key Persons. Contractor's employees acting as project manager, scheduler and superintendent constitute Key Persons. Individuals acting as Key Persons who are not already identified in Contractor's Post-Award Submittals shall be identified in writing to County prior to commencement of the Work.

.1 The Contractor will submit an organizational chart within 10 days of Notice to Proceed, which includes the names and resumes of employees in key positions who will work on this JOC. All employees in key positions must be approved by the County.

.2 If any key personnel furnished by the Contractor for the Project in accordance with the key personnel provisions of this section should be unable to continue in the performance of assigned duties for reasons due to death, disability or termination, the Contractor shall promptly notify the County JOC are prohibited without County approval.

.3 On request by the County, the Contractor shall furnish to the County within seven (7) working days the name of the person substituting for the individual unable to continue, together with any information the County may require to judge the experience and competence of the substitute person. Upon approval by the County, such substitute person shall be assigned to this JOC and if the County rejects the substitute, the Contractor shall have seven (7) days thereafter to submit a second substitute person. Such process shall be repeated for a reasonable period until a proposed replacement has been approved by the County.

.4 In the event that, in the opinion of the County, the performance of personnel of the Contractor assigned to this JOC is at an unacceptable level, such personnel shall cease to be assigned to this JOC and shall return to the Contractor, and the Contractor shall furnish to the County, the name of a substitute person or persons in accordance with the previous paragraph. Absence of acceptable key personnel for the Work shall constitute an event of default.

.5 The Contractor is obligated to staff the work under this contract so that Key Personnel are not assigned responsibility for more than ten (10) active Job Orders at any time. A Job Order is considered to be active from the time that a Joint Scope Invitation has been given to the Contractor until a Notice of Completion or a cancellation is issued by the County. A Contractor's Project Manager may not work on JOC Contracts for any other entities if the cumulative total number of active Job Orders exceeds 10 for all entities including the County of Riverside, regardless of which entities hold the Contracts.

3.8.2 Background Check. Contractor shall perform, prior to commencing Work on the Site, a thorough background check of each of the Key Persons and shall not, without prior written approval of County, employ any person to act as a Key Person if such background check, or other information known to Contractor, discloses a felony conviction or other matter which casts any reasonable doubt on the competency, reliability or honesty of such person.

3.8.3 Project Manager. The Key Person acting as project manager shall be deemed to have full authority to contractually bind Contractor, including, without limitation, the authority to bind Contractor to the terms of Contract Adjustments.

3.8.4 Transfer. Contractor's Key Personnel are deemed of essence to the Construction Contract. No Key Person shall, for so long as he/she is employed by Contractor, be transferred to any other project nor any of his/her responsibilities reassigned at any time during performance of the Work without the prior written approval of County, which approval may be granted or withheld in County's sole and absolute discretion.

3.8.5 Removal. County shall have the right, at any time, to direct the removal and replacement of any Key Person if his/her performance is determined by County, in its sole and absolute discretion, to be unsatisfactory.

3.8.6 Replacement. Any individual proposed by Contractor as a replacement for a Key Person must be approved in advance by County, such approval not to be unreasonably withheld, after submission by Contractor to County of complete information concerning such individual's experience and qualifications.

3.8.7 Communications. Important communications by Key Persons shall be confirmed in writing by Contractor. Other communications by Key Persons shall be confirmed on written request in each case.

3.8.8 Contact Information. Contractor shall provide to County, prior to the start of the Work, telephone numbers where Key Persons can be reached 24-hours a day, 7 Days a week.

3.8.9 Signatures. Prior to commencing the Work, Contractor shall submit to County a facsimile of the signatures of the Key Person acting as project manager, as well as any other representatives of Contractor with authority to sign on behalf of and contractually bind Contractor.

3.8.10 Exclusion from Site. Contractor shall at all times maintain good discipline and order at the Site among its employees and the employees of the Subcontractors. Any person in the employ of Contractor or any of the Subcontractors, of any Tier, whom County deems, in its sole and absolute discretion, incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the Site and shall not again be employed on the Site except with written approval of County.

3.9 CONTRACTOR'S CONSTRUCTION SCHEDULE

3.9.1 Preparation. As part of the Proposal for each Job Order the Contractor shall submit a preliminary schedule. The Contractor shall prepare and submit a Final Construction Schedule for the Work, both in hard copy and electronically, for the County's approval upon the County's acceptance of the Detailed Scope of Work and Job Order Proposal for each Job Order under the JOC. The Construction Schedule shall in all respects conform to and be consistent with the time requirements set forth in each Job Order and in the JOC.

3.9.2 Format. The Construction Schedule shall be in the form of a critical path progress schedule that shows, in graphic form, a plan for performance of the Work within the Contract Time. The schedule shall be in the form of a CPM (critical path method) schedule if required by the County, of suitable scale to indicate appropriately the percentage of work scheduled for completion by any given date during the period. It shall be prepared as a time-scaled bar chart showing: (1) continuous flow from left to right and activities and milestones that are critical to Substantial Completion and Final Completion of the Work; (2) identification of "float"; and (3) a clearly highlighted critical path. Durations and specific calendar days shall be clearly and legibly shown for the early and late start and finish of each activity. With the exception of County Review Periods and Governmental Authority Review Periods, any activity with more than fifteen (15) Days in duration will be segmented into fifteen (15) Day increments. No more than ten percent (10%) of the activities shall be shown as critical. Techniques or methods designed to suppress depiction of available float are strictly prohibited.

3.9.3 Detail. Activities shown in the Construction Schedule shall be in sufficient detail to demonstrate a practical plan to complete the design, engineering, fabrication and construction within the Contract Time and shall, at a minimum, include the following:

- .1 the start and finish date of each activity;
- .2 the anticipated percent of completion at the end of each month;
- .3 the weighted labor value expressed as a percentage of the total labor cost of the Work for each activity;
- .4 the final manpower curves by trade;
- .5 the anticipated purchase and delivery of major materials and equipment;
- .6 the County's occupancy requirements;
- .7 receipt and incorporation of materials, products or equipment to be furnished by County (if any);

- County;
- .8 County Review Periods and County Review Dates that are acceptable to and approved by
 - .9 Governmental Authority Review Periods; and
 - .10 the activities identified as being on the critical path to Substantial Completion and Final Completion of the Work.

3.9.4 Updates. Throughout the performance of the Work, weekly updates shall be delivered, in hard copy and, if required by County, in an electronic form satisfactory to County. In addition, Contractor shall regularly prepare and submit to County short term, three (3) week "look-ahead" schedules generated from the Construction Schedule approved by County. Except to the extent permitted by Contract Adjustment to the Contract Time approved by County in a duly executed Supplemental Job Order or Unilateral Job Order, in no event shall the Contractor's updates or "look ahead" schedules alter the dates for Substantial Completion or Final Completion set forth in the Construction Schedule approved by County.

3.9.5 Governing Schedule. The governing schedule for the Work shall be the updated Construction Schedule approved by the County. Unless otherwise directed in a writing signed by County, no other schedule shall be used or relied upon by the Contractor or its Subcontractors in planning or performing the Work or in connection with any request for a Contract Adjustment to the Contract Time.

3.9.6 Submittal Schedule. Within fourteen (14) (or less if so indicated by the County on the Request for Proposal document for each individual Job Order) Days after the receipt by the Contractor of the Notice to Proceed, the Contractor shall prepare and submit, in accordance with the Contract Documents, a Submittal Schedule for the County's approval. The Submittal Schedule shall be coordinated with the Construction Schedule and allow time for review of the Submittals as may be required by the Contract Documents, or if none is required, a reasonable time for such review. Contractor shall keep the Submittal Schedule current and updated in the same manner as required for updating of the Construction Schedule.

3.9.7 Schedule Responsibility. Contractor is and shall remain solely responsible, notwithstanding the County's review or approval thereof, for the accuracy, suitability and feasibility of all schedules it prepares for the Project, including, without limitation, the Construction Schedule, Submittal Schedule, "look ahead" schedules, recovery schedules and any updates thereof.

.1 If, in the opinion of the County, the Contractor falls behind the approved schedule, the Contractor shall take steps necessary to improve its progress, without additional cost to the County. The Contractor shall submit any supplementary schedule or schedules in CPM form as the County deems necessary to demonstrate how the approved rate of progress will be regained

3.9.8 Condition of Payment. Compliance by Contractor with the requirements of this Section 3.9 and the other provisions of the Contract Documents pertaining to preparing, submitting, revising and updating the Construction Schedule and Submittal Schedule is a condition to County's obligation to make payment to Contractor. Recognizing that scheduling is a continuing, cumulative and recurring obligation, failure by County or to assert a right to withhold payment under this Paragraph 3.9.8 due to a noncompliance by Contractor with its schedule obligations shall not waive or diminish the County's right to withhold or disapprove of future payments on account of such prior, or any other past or future, noncompliance of the same or similar nature.

3.9.9 Scheduling by County. Without limitation to County's other rights under the Contract Documents, if Contractor fails after written notice by County to perform any part of its obligations relating to scheduling, County shall have the right, but not the obligation, to retain one or more schedule consultants to perform, in whole or in part, the Contractor's obligations or supplement the scheduling services provided by Contractor and to reimburse County for the costs of such consultant services by withholding such costs from payments to Contractor.

3.10 DOCUMENTS AT SITE, REPORTING, MEETINGS

3.10.1 Documents at Site

.1 Contract Documents, Submittals. Contractor shall at all times while performing Work at the Site maintain, in good order, at the Site: (1) one legible set of the permitted Contract Documents; (2) one legible copy of the current version of the other Contract Documents; (3) one legible and current version of approved Shop Drawings, Product Data, Samples and other Submittals; (4) one approved Storm Water Pollution Prevention Plan (SWPPP); and (5) one copy of all reports prepared pursuant to the Mitigation, Monitoring, and Reporting Program (MMRP) requirements of the California Environmental Quality Act.

.2 Record Documents. Contractor shall maintain Record Drawings and Specifications in a satisfactory record condition by posting, on a weekly basis (or, in the case of building or site mechanical, electrical, plumbing or fire sprinkler systems, as soon thereafter as is reasonable and practical), thoroughly and neatly, on the Drawings and Specifications all Changes to the Work and the location of the Work, including, without limitation, the location of portions of the Work shown diagrammatically, as occurs in the actual construction of the Work. The Record Drawings and Specifications and other Record Documents shall be prepared or converted, if requested by County, to electronic form (such as, AutoCAD, Adobe Acrobat or other software satisfactory to County). All Record Drawings and Specifications and other Record Documents shall be deemed the sole property of County and, at the earlier of Final Completion or termination of the Construction Contract, shall be turned over to County. At the time they are so turned over to County, they shall be manually signed by Contractor's superintendent certifying that, to the best of his/her knowledge, they are true and accurate and that the indications thereon represent the actual condition of the Work.

.3 Availability for Review. Copies or originals of all documents required to be maintained by Contractor at the Site or required to be submitted to County or the Architect shall be available at all times at the Site while Work is being performed for review by County, Inspector of Record, Architect and Governmental Authorities.

.4 Condition of Payment. Compliance by Contractor with the requirements of this Paragraph 3.10.1 shall be deemed a condition to Contractor's right to payment upon its Applications for Payment.

3.10.2 Daily Reports.

.1 Delivery. At the end of each Day that Contractor performs the Work on the Site, Contractor shall submit a daily report to County (on the form provided or approved by County) together with applicable delivery tickets for all labor, materials and equipment furnished that Day. If requested by County, daily reports shall be delivered electronically.

.2 Content. Daily Reports shall include the following information:

(1) Labor - The names of the workers, and for each such worker his/her classification and hours worked.

(2) Material - A list of the different materials used and for each different material the quantity used.

(3) Equipment - The type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.

(4) Inspection and Testing Activities - A list of inspections performed by name of inspector and testing company and the type of inspection, items of the Work involved and a description of the outcome of such inspection or test.

(5) Visitors, Guests, Dignitaries - A list of visitors and guests by name, title, company and purpose of visit.

(6) Areas of the Work - A statement of the areas of the Site on which the Work was performed and a detailed description of the stage, status and progress of the Work in each such area at the beginning and end of the Day.

(7) **Accidents, Delays, Defective Work** – A description in detail of any injuries to the workers, accidents or delays that occurred or Defective Work that was encountered.

(8) **Other Services and Expenditures** – A description of other services and expenditures in such detail as County may require.

.3 **Payment.** Timely and complete submission of daily reports by Contractor shall be a condition to Contractor's right to payment under the Construction Contract.

3.10.3 Progress Meetings. Contractor shall attend all progress meetings at the Site, at which meetings progress of the Work shall be reported in detail with reference to the then-current updated Construction Schedule approved by the County. Progress meetings shall be held weekly, or at such other time or frequency as County, in its sole and absolute discretion, deems necessary. A representative of each Subcontractor then actively performing Work, or immediately scheduled to become active, shall have a competent and knowledgeable representative present at such progress meeting to report on the condition of the Work of such Subcontractor and to receive relevant information. Meeting notes shall be taken by the County or Architect and distributed to all meeting attendees and all other affected parties.

3.10.4 Notice Requirements. Under no circumstances shall information contained in Contractor's daily job reports, monthly reports or job meeting minutes relieve Contractor of its obligations to comply with, serve as a substitute for, nor constitute a waiver by County of its right to insist upon, Contractor's compliance with the provisions of the Contract Documents relative to timely and complete notice to County of Changes, Delays, Claims or other matters for which written notice is required by the Contract Documents.

3.10.5 Availability for Review. Copies or originals of all Record Documents, daily reports, job meeting minutes and other documents required to be maintained or actually maintained by Contractor at the Site or required to be submitted to County or Architect shall be available at the Site for review by County, Architect, Inspectors of Record, County Consultants and Governmental Authorities.

3.11 SUBMITTALS

3.11.1 Not Contract Documents. Shop Drawings, Product Data, Samples and other Submittals are not Contract Documents. Their purpose is to demonstrate for those portions of the Work for which Submittals are required the way Contractor proposes to conform the Work to the designs and other information in the Contract Documents.

3.11.2 Coordination with Others. Contractor shall cooperate in the coordination of Contractor's Shop Drawings, Product Data, Samples and other Submittals with related documents submitted by the Separate Contractors.

3.11.3 Submission by Contractor.

.1 **Submission.** All Shop Drawings, Product Data, Samples and other Submittals required by the Contract Documents shall be submitted to Architect for its review and approval, with a copy to County and to such of County's Consultants or Separate Contractors as County may direct in writing. Informational submittals (i.e., Submittals upon which no responsive action is expected) shall be limited to those Submittals so identified in the Contract Documents. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.

.2 **Contractor Approval.** The Contractor shall review, stamp "approved" and submit Contractor's Shop Drawings, Product Data, Samples and other Submittals to the Architect, in accordance with the latest Submittal Schedule approved by the County. The Contractor's approval and submission of Submittals constitutes a representation that the Contractor has determined or verified materials and field measurements and conditions related thereto, and that it has checked and coordinated the information contained within such Submittals with the requirements of the Contract Documents and with the Submittals for related Work. Submittals without evidence thereon of the Contractor's approval shall be returned, without further consideration, for resubmission in accordance with these requirements.

.3 Transmittal. All Submittals shall be accompanied by an accurately completed transmittal in the form required by County. With respect to Submittals of documents, the transmittal shall give a list of the numbers of the sheets submitted. All sheets shall be marked with the name of the Project and the name of Contractor shall be numbered consecutively and referenced to the sheets or paragraphs of the Drawings and Specifications affected. A separate transmittal form shall be used for each specific item or class of material or equipment for which a Submittal is required. Transmission of Submittals of various items using a single transmittal form will be permitted only when the items taken together constitute a manufacturer's "package" or are so functionally related that expediency dictates review of the group or package as a whole. Any Submittal not accompanied by such transmittal form, or where all applicable items on the form are not completed, may be returned for re-submittal without review.

.4 Timing. Submittals shall be provided within the time frame specified in the Contract Documents, in accordance with the Construction Schedule and Submittal Schedule and at a time sufficiently early to allow review of the same by the Architect without causing Delay to construction progress. Contractor will be responsible to pay, at Contractor's Own Expense, additional services fees and costs incurred by County to the Architect, Inspectors of Record and County Consultants in order to expedite review of Submittals which are not submitted in a timely fashion.

.5 Content. Submittals shall consist of the appropriate combination of catalog sheets, material lists, manufacturer's brochures, technical bulletins, specifications, diagrams and product samples, necessary to describe a system, product or item. Submittals shall show in detail the size, sections and dimensions of all members, the arrangement and construction of all connections, joints and other pertinent details, and all holes, straps and other fittings for attaching the Work. When required by the Architect or the Contract Documents, engineering computations shall be submitted.

.6 Professional Certifications. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, Architect shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

.7 Multiple Submittals. Except where the preparation of a Submittal is dependent upon the approval of a prior Submittal, all Submittals pertaining to the same class or portion of the Work shall be submitted simultaneously.

.8 Notation of Revisions. Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or other Submittals, to revisions other than those requested and approved by Architect on previous Submittals.

.9 Duplicates. Contractor shall be responsible for delivering duplicates of Submittals to all other persons whose work or services are dependent thereon.

3.11.4 Review of Submittals. Review of Submittals by Architect, County or County Consultants is subject to the limitations of Paragraph 4.2.6, below. Contractor shall, notwithstanding any review or approval thereof by County, Architect or a County Consultant, be solely responsible for the content of all Submittals. Without limitation to the foregoing, deviations in Submittals from requirements of the Contract Documents shall remain the sole responsibility of Contractor unless Contractor has specifically informed Architect in writing of such deviation at the time of submission of the Submittal and Architect has given specific written approval thereof.

3.11.5 Contract Adjustments. Subject to Contractor's rights and obligations under Article 7, below, revisions indicated on Shop Drawings, Product Data, Samples or other Submittals shall not be considered as a basis for Contract Adjustments.

3.11.6 Compliance with Contract. Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or other Submittals until the respective Submittal has been returned by the Architect with an indication that it has been reviewed and that the Work addressed by the Submittal may proceed. Such Work shall be in accordance with such Submittals, unless such Submittal indicates that there are corrections to be made. If corrections are indicated to be made then the Work shall be in accordance with the re-submitted and corrected Submittal that is reviewed and returned to the Contractor by the Architect.

3.12 USE OF SITE

3.12.1 Staging Area. Contractor will be assigned staging space on or adjacent to the Site, and all field offices, materials and equipment shall be kept within this area. Unless otherwise required by the Contract Documents, Contractor shall be responsible for restoring such areas and surrounding areas to the condition they were in prior to Contractor's commencement of the Work.

3.12.2 Existing Improvements. During the installation of the Work, Contractor shall ensure that Existing Improvements are adequately protected. Upon Final Completion of the Work, all Existing Improvements not required by the Contract Documents to be demolished as part of the Work that have been damaged by the actions or inactions of Contractor or its Subcontractors shall be restored to the condition they were in prior to Contractor's commencement of the Work.

3.12.3 Operations at Site. Contractor shall confine its activity, access and parking at the Site to areas permitted by Applicable Laws and County and shall not unreasonably encumber the Site with materials or equipment. Contractor acknowledges that it is experienced in performing construction within limited and confined areas and spaces such as those that are anticipated to exist on this Project and agrees to assume responsibility, without a Contract Adjustment, to take all special measures (including, without limitation, those related to protection, storage, staging and deliveries) as may be necessary to adapt its performance to the constraints of the Site.

3.12.4 Coordination. Contractor shall coordinate Contractor's operations with, and secure the approval of, County before using any portion of the Site.

3.12.5 Unauthorized Use. Personnel of Contractor and the Subcontractors shall not occupy, live upon or otherwise make use of the Site during any time that the Work is not being performed at the Site, except as otherwise approved by County.

3.12.6 Site Security. Contractor is responsible for the security of the Site and all of the Work, as well as the work of the Separate Contractors or County's own forces that occurs on the Site. Fences, barricades and other perimeter security shall be maintained in good condition and secured with locking devices. Damage to fences, barricades or other perimeter security, regardless of the cause, shall be repaired immediately at Contractor's Own Expense. Graffiti and unauthorized postings shall be removed or painted over so as to maintain a clean and neat appearance. Mobile equipment and operable machinery shall be kept locked or otherwise made inoperable whenever left unattended.

3.12.7 Persons on Site. Contractor shall not allow any person, other than the workers on the Project, authorized representatives of a union, or other individuals authorized by County, to come upon any portion of the Site where the Work is being performed. Only authorized personnel will be permitted on the Site. Contractor shall at all times maintain good discipline and order among its employees and the employees of the Subcontractors. Any person in the employ of Contractor or of any Subcontractors whom County may deem, in its sole and absolute discretion, incompetent, unfit, intemperate, troublesome or otherwise undesirable shall be excluded from the Site and shall not again be employed on the Site except with written approval of County and all Losses to Contractor or County associated therewith shall be borne by Contractor at Contractor's Own Expense.

3.12.8 County Uses and Activities. Contractor shall, prior to performing the Work at an operating or occupied County facility, become informed and take into specific account the uses by County and others of the Site and Existing Improvements, including, without limitation, business operations, public uses, employee uses, visitor uses, planned functions and ceremonies, and coordinate its planning, staging, scheduling, barricading and other performance of the Work so as to cause the minimum amount of interference or disturbance, whether before or after operating hours.

3.12.9 Dust, Fumes, Noise. Contractor shall take preventive measures to minimize, and eliminate wherever reasonably possible, generation of dust, fumes and noise.

3.12.10 Confinement of Operations. Contractor shall confine apparatus, the storage of materials and the operations of the workers to limits indicated by Contract Documents or as otherwise directed by County in writing.

3.12.11 Prohibited Substances. Contractor shall not permit (1) the possession or use of alcohol or controlled substances on the Site or (2) smoking in other than designated smoking areas approved by County.

3.12.12 Survey Markers. Contractor shall not disturb or cover any survey markers, monuments or other devices marking property boundaries or corners. If such markers are covered they shall be uncovered and if disturbed they shall be replaced by Contractor by means of the services of a licensed land surveyor. The costs of such uncovering and replacement shall be at Contractor's Own Expense.

3.12.13 Drainage, Erosion. Contractor is responsible for and shall make corrections to changes in patterns of surface water drainage resulting from, and related erosion control made necessary by, the performance of the Work.

3.12.14 Trenches. As required by California Labor Code §6705, if the Contract Price exceeds Twenty-Five Thousand Dollars (\$25,000) and involves the excavation of any trench or trenches five (5) feet or more in depth, Contractor shall, in advance of commencing excavation, submit to County a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the Shoring Systems Standards established by the Construction Safety Orders of the California Division of Industrial Safety, the plan shall be prepared by a registered civil or structural engineer, employed by Contractor at Contractor's Own Expense. Nothing in this Paragraph 3.12.14 shall be deemed to allow the use of a system less effective than that required by such Construction Safety Orders. No excavation of such trench or trenches shall be commenced until such plan has been approved by County and Architect. Nothing in this Paragraph 3.12.14 shall be construed to impose any liability, including, without limitation, any tort liability, upon the County or upon any of its officers, agents, representatives or employees.

3.13 CUTTING AND PATCHING

Contractor shall be responsible for all cutting, fitting or patching required to complete the Work and to make its parts fit together properly both among themselves and with any Existing Improvements and the work of the Separate Contractors and of County's own forces. In all cases, cutting shall be performed under the supervision of competent mechanics skilled in the applicable trade and openings shall be cut as small as possible to prevent unnecessary damage. Contractor shall not damage or endanger a portion of the Work, Existing Improvements or fully or partially completed construction of County's own forces or of the Separate Contractors by cutting, patching, excavating or otherwise altering such construction. Contractor shall not cut or otherwise alter such Existing Improvements or construction by Separate Contractors or by County's own forces except with the written consent of such Separate Contractors or County, which consent shall not be unreasonably withheld, delayed or conditioned. When asked, Contractor shall not unreasonably withhold from the Separate Contractors or County the Contractor's consent to Separate Contractors' or County's own forces' cutting or other alteration of the Work as required to complete the work of the Separate Contractors or County's own forces.

3.14 UTILITIES AND SANITARY FACILITIES

3.14.1 Contractor Responsibility. Except as otherwise required by California Government Code §4215, Contractor shall contact all relevant utility providers and arrange for obtaining all available information, concerning location of subsurface utility lines. Prior to commencement of any digging, Contractor shall make its own investigation, including exploratory excavations, to determine the locations and type of Work which could result in damage to such utilities. In accordance with California Government Code §§4216 et seq., except in an emergency, Contractor shall contact the appropriate regional notification center at least two (2) the working days, but not more than fourteen (14) Days, prior to commencing any excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain sub-service installations, and shall obtain an inquiry identification number from the regional notification center. Contractor shall not assume, unless actual observed surface conditions at the Site indicate otherwise, that utilities are located in the same location as indicated on the as-built records or other information obtained by Contractor. Contractor shall conduct potholing in advance of digging in any areas where there are not apparent surface conditions at the Site indicating the actual location of underground utilities and be at all times vigilant in watching for any conditions encountered, above or below the surface of the ground, that might indicate that underground utilities are at locations other than those indicated by the as-built records or other information obtained by Contractor. Contractor shall perform its

digging operations in a slow and meticulous manner so as to avoid wherever reasonably possible damaging existing underground utilities. Contractor shall, at Contractor's Own Expense, make good any Loss to County or others as a result of Contractor's failure to perform any of its obligations under this Paragraph 3.14.1. Nothing stated in this Paragraph 3.14.1 shall be interpreted as requiring Contractor to do subsurface exploration or potholing for the purpose of locating subsurface utilities at the Site prior to the Bid Closing Deadline or as precluding the Contractor from receiving a Contract Adjustment for unknown subsurface utilities constituting Differing Site Conditions that are encountered in the course of performing the Site investigation or potholing required by this Paragraph 3.14.1.

3.14.2 County Responsibility. If and to the extent required by California Government Code §4215, County assumes the responsibility for removal, relocation, and protection of those existing main or trunkline utility facilities located at the Site at the time of commencement of the Work that are not identified in the Contract Documents. Provided that Contractor has exercised the Standard of Care in performing the Work in accordance with the Contract Documents, Contractor shall be entitled to a Contract Adjustment for, relocating, repairing or removing any utility facilities not indicated in the Contract Documents with reasonable accuracy, including, without limitation, equipment on the Site necessarily idled thereby. Delays caused by County's or a utility owner's failure to provide for the removal or relocation of such utility facilities shall constitute a Compensable Delay. Nothing herein shall be deemed to require County to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the Site can be inferred from the presence of other visible facilities, such as buildings or meter junction boxes located on or adjacent to the Site.

3.14.3 Temporary Utilities. All utilities, including but not limited to electricity, water, gas and telephone, used in performance of the Work (including, without limitation, meters and temporary distribution systems from distribution points to points on Site where a utility is needed and "tap fees") shall be furnished and paid for by Contractor or, if furnished by County, shall be paid for by Contractor at Contractor's Own Expense. Upon Final Completion of the Work, Contractor shall remove all temporary distribution systems. If the Work involves an addition to an existing facility, Contractor may, with written permission of County, granted or withheld in County's sole and absolute discretion, use County's existing utilities by making prearranged payments to County for utilities used by Contractor. When it is necessary to interrupt any existing utility service to make connections, a minimum of two (2) working days' advance notice shall be given to County. Interruptions shall be of the shortest possible duration and shall be scheduled during a time of Day that minimizes its impact on the operations of the existing facility. Any Loss to County or Contractor associated with interruption of a utility service as a result of Contractor's breach of, or failure to fully comply with, its obligations under this Paragraph shall be paid for by Contractor at Contractor's Own Expense.

3.14.4 Sanitary Facilities. Contractor shall provide sanitary temporary toilet facilities, for the use of all the workers, in no fewer numbers than required by Applicable Laws, plus such additional facilities as may be directed by County. Such facilities shall be maintained in a sanitary condition at all times. Use of existing or permanent toilet facilities shall not be permitted except by written consent of County.

3.15 CLEANING UP

3.15.1 Contractor Responsibility. Contractor at all times shall keep the Site free from debris such as waste, rubbish and excess materials and equipment caused by the performance of the Work. At the end of each Day that Work is performed, Contractor shall not leave debris under, in or about the Site but shall promptly dispose of or remove same from the Site. Without limitation to the other clean up requirements of the Contract Documents, upon Final Completion, Contractor shall: (1) clean the interior and exterior of the buildings, including fixtures, equipment, walls, floors, ceilings, roofs, window sills and ledges, horizontal projections and any areas where debris has collected so surfaces are free from foreign material or discoloration; (2) clean and polish all glass, plumbing fixtures, finish hardware and similar finish surfaces and equipment; and (3) remove temporary fencing, barricades, planking, sanitary facilities and similar temporary facilities from the Site.

3.15.2 Clean up by County. If Contractor fails upon 24 hours' notice by County to perform its obligation to clean up, County may arrange to do so, and the cost thereof shall be borne by Contractor at Contractor's Own Expense.

3.16 ACCESS TO THE WORK

3.16.1 County. County, Inspectors of Record, Architect and County Consultants, and their representatives, and such other persons as authorized by County, shall at all times have access to the Work, either in preparation or in progress. Contractor shall provide safe and proper facilities for such access so that they and their representatives may perform their functions safely.

3.16.2 Separate Contractors. County, using its own forces or those of Separate Contractors, may, at any time during the performance of the Work, enter the Site for the purpose of performing construction or for any other purpose. Contractor shall cooperate with County, County's own forces and Separate Contractors and not interfere with other work being done by them or on their behalf.

3.16.3 Delivery Routes. Contractor shall arrange for delivery of material over routes designated by County.

3.17 INTELLECTUAL PROPERTY RIGHTS

Contractor shall pay all royalties and license fees relating to use of Intellectual Property Rights pertaining to Work performed. Contractor shall defend suits or claims for infringement of Intellectual Property Rights and shall defend, indemnify and hold harmless the Indemnitees from Loss on account thereof in accordance with the terms of Section 3.18, below, unless the infringement is due to a particular design, process, product or product of a particular manufacturer that is required by the Contract Documents; provided, however, that if Contractor has information leading it to believe that the use of a particular design, process or product required by the Contract Documents would constitute an infringement of an Intellectual Property Right, then Contractor shall nonetheless be responsible to provide such defense, indemnification and hold harmless if such information is not promptly furnished in writing to County.

3.18 INDEMNIFICATION

3.18.1 Contractor's Indemnity Obligation. To the fullest extent permitted by Applicable Laws, Contractor agrees to indemnify, immediately defend at its own expense and hold harmless, County, Board of Supervisors, and each of their respective members, officers, employees, agents, insurers and volunteers ("Indemnitee(s)"), through legal counsel reasonably acceptable to County, from any and all Losses, whether real or alleged, regardless of whether caused in part by such Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee, arising out of or relating to any of the following:

- .1 any act or omission of Contractor or a Subcontractor, of any Tier;
- .2 the activities of Contractor or a Subcontractor, of any Tier, on the Site or on other properties related to performance of the Work or the preparation for performance of the Work;
- .3 the payment or nonpayment of any Subcontractor, of any Tier, for the Work performed, except where such nonpayment is the result of a breach by County of its payment obligations under the Contract Documents;
- .4 the existence or dispersal of any Hazardous Substances or Mold on the Site as a result of the failure of Contractor or a Subcontractor, of any Tier, to comply with its obligations under the Contract Documents;
- .5 the violation by Contractor or a Subcontractor, of any Tier, of an obligation under Section 3.17, above, involving infringement of an Intellectual Property Right; or
- .6 the violation by Contractor or a Subcontractor, of any Tier, of any Applicable Law, including, without limitation, the violation of any requirement of the State of California General Permit for Storm Water Discharges Associated with Construction Activity and subsequent amendments or orders for construction activities as applicable thereto (including, without limitation, the requirements of a Storm Water Pollution Prevention Plan) or the violation of any applicable requirement of any local or regional Air Quality Management District (AQMD) (including, without limitation, a violation of any of the requirements set forth in the County MOU with AQMD dated January 6, 2004 Agenda Item 3.1 (for projects in the Coachella Valley) or AQMD Rule 403 (for projects west of the Coachella Valley));

PROVIDED, HOWEVER, that nothing contained herein shall be construed as obligating Contractor to indemnify an Indemnitee for Losses resulting from the sole negligence, active negligence or willful misconduct of such Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee or from a defect in design furnished by such Indemnitee, where such sole negligence, active negligence, willful misconduct or design defect has been determined by agreement of Contractor and that Indemnitee or has been adjudged by the final and binding findings of a court or arbitrator of competent jurisdiction. In instances where the active negligence or willful misconduct of an Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee or a defect in a design furnished by such an Indemnitee accounts for only a portion or percentage of the Loss involved, the obligation of Contractor will be for that portion or percentage of the Loss not due to such active negligence, willful misconduct or design defect.

3.18.2 Indemnification of Adjacent Property Owners. In the event the Contractor enters into an agreement with the owners of any adjacent property to enter upon such property for the purpose of performing the Work or other activities incidental to the Work, Contractor shall fully indemnify, defend and hold harmless any person or entity which owns or has any interest in such adjacent property against any Loss resulting from the acts or omissions of the Contractor or its Subcontractors. The form and content of such indemnification agreement shall be approved by County prior to commencement of any Work on or around such property.

3.18.3 Insurance and Employment Benefits. The indemnification, defense and hold harmless obligations of Contractor under this Section 3.18, as well as any such obligations stated elsewhere in the Contract Documents: (1) shall not be limited by the amounts or types of insurance (or the deductibles or self-insured retention amounts of such insurance) which any Indemnitee, Contractor or any Subcontractor carries or is required to carry under the terms of the Contract Documents; (2) is independent of and in addition to the Indemnitees' rights under the insurance to be provided by an Indemnitee, Contractor or any Subcontractor; and (3) shall not be limited, in the event of a claim against an Indemnitee by an employee of Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor or Subcontractor under any worker's compensation act, disability benefit act or other employee benefit program.

3.18.4 Subcontractor Indemnity Agreements. Contractor agrees to obtain or cause to be obtained executed defense and indemnity agreements with provisions identical to those set forth in this Section 3.18 from each and every Subcontractor, of every Tier.

3.18.5 Implied Indemnity Rights. Notwithstanding anything stated in this Section 3.18 or elsewhere in the Contract Documents to the contrary, an Indemnitee's right to seek equitable indemnity and contribution from Contractor is in no way diminished, limited or precluded by any agreement by Contractor to provide express contractual indemnity to such Indemnitee. Contractor's obligations under this Section 3.18 shall be deemed to completely eliminate and preclude any right by Contractor to seek contractual or equitable indemnity or contribution from any Indemnitee for any Loss covered by the Contractor's express indemnification obligations under this Section 3.18.

3.18.6 Obligation to Defend. The Contractor's obligation to defend under this Section 3.18 includes, without limitation, the obligation to immediately reimburse an Indemnitee for any attorney's fees, court costs (statutory and non-statutory), arbitration and mediation expenses, professional, expert and consultant fees, investigative costs, postage costs, document copying costs, telecopy costs and any and all other costs and expenses associated with defense of such Indemnitee as and when incurred by any Indemnitee in defense of a claim by any third person or entity as a result of Contractor's failure or refusal to comply with its immediate defense obligation to such Indemnitee. Nothing stated in this Section 3.18 or elsewhere in the Contract Documents shall be interpreted as providing or implying that the obligation of Contractor to defend an Indemnitee against an alleged Loss that is within the scope of the Contractor's indemnification obligation under this Section 3.18 or under any other provision of the Contract Documents is to any extent released, excused, limited or relieved by a finding, determination, award or judgment by a court or arbitrator that the alleged Loss was due to circumstances not within the scope of such indemnification obligation.

3.18.7 Enforcement. The Indemnitees shall be entitled to recover their attorneys' fees, costs and expert and consultant costs in pursuing or enforcing a right to defense and/or indemnification under this Section 3.18.

3.19 LABOR, WAGES, PAYROLL RECORDS

3.19.1 Public Work. This Work is a "public work" as defined in Labor Code §1720 and must be performed in accordance with the requirements of Labor Code §§1720 to 1850 and Title 8 California Code of Regulations §§16000 to 17270, which govern the payment of prevailing wage rates on public works projects.

3.19.2 Prevailing Wage Rates. Pursuant to the provisions of Article 2 (commencing at §1770), Chapter 1, Part 7, Division 2 of the Labor Code of California, the Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime Work in the locality in which the Work is to be performed for each craft, classification or type of worker needed to execute the Work from the Director of the Department of Industrial Relations. These rates are on file with County and copies will be made available to any interested party on request. Contractor shall post a copy of such wage rates at the Site. The adoption of such wage rates is not a representation that labor can be obtained at these rates. It is the responsibility of Contractor to inform itself as to the local labor conditions. Holiday and overtime Work, when permitted by Applicable Laws, shall be paid for at a rate of at least one and one-half times the adopted rate of per diem wages, unless otherwise specified. Holidays shall be defined in the collective bargaining agreement applicable to each particular craft, classification or type of worker employed.

3.19.3 Unclassified Workers. Any worker employed to perform the Work not covered by any classification listed in the general prevailing wage rate of per diem wages determined by the Director of the Department of Industrial Relations shall be paid not less than the minimum rate of wages specified therein for the classification which most nearly corresponds to the Work to be performed by him/her, and such minimum wage rate shall be retroactive to time of initial employment of such person on the Project in such classification.

3.19.4 Per Diem Wages. Contractor shall pay or shall cause to be paid each worker engaged in the Work not less than the general prevailing rate of per diem wages determined by the Director of the Department of Industrial Relations, regardless of any contractual relationship which may be alleged to exist between Contractor or any of the Subcontractors and such workers. Pursuant to California Labor Code §1773.1, per diem wages are deemed to include employer payments for health and welfare, pension, vacation, travel time and subsistence pay.

3.19.5 Applicable Laws. Contractor represents and warrants that the Contractor's Bid and the Contract Price includes funds sufficient to allow Contractor to comply with all Applicable Laws governing the labor or services to be provided. Contractor shall defend and indemnify the Indemnitees in accordance with Section 3.18, above, for any violation of any Applicable Law, including but not limited to California Labor Code §2810, and agrees to pay all assessments, including wages and penalties, made against County in relation to such violations.

3.19.6 Posting at Site. Contractor shall post at appropriate conspicuous points on the Site the prevailing wage rates of the Department of Industrial Relations in accordance with 8 California Code of Regulations 16100(b).

3.19.7 Worker Hours. As provided in Article 3 (commencing at §1810), Chapter 1, Part 7, Division 2 of the California Labor Code, eight (8) hours of labor shall constitute a legal day's work. The standard work day of any worker employed at any time by Contractor or any of the Subcontractors performing the Work, or any part of the Work, shall, except as hereinafter provided, be limited and restricted by Contractor to eight (8) hours per day, between the hours of 6:00 A.M. and 6:00 P.M. (unless otherwise required by Applicable Laws), plus one-half hour unpaid lunch approximately midway through the shift, provided that Contractor or any of the Subcontractors may establish a four day/ten-hour schedule consistent with Applicable Laws pertaining to payment of prevailing wages and the provisions any applicable collective bargaining agreement. A regular-work week shall constitute forty (40) hours during any one week. Notwithstanding the provisions hereinabove set forth, the parties hereto may agree to changes in the work day or the work week as permitted by Applicable Laws, and Contractor and all Subcontractors must pay the appropriate prevailing wage rate for those hours and days worked.

3.19.8 Overtime. Overtime work performed by employees of Contractor or any of the Subcontractors shall be compensated according to the applicable general prevailing rate established by the Department of Industrial Relations for holiday and overtime work for each craft, classification or type of worker in the locality in which the Work is to be performed.