

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



ITEM  
3.4  
(ID # 9271)

MEETING DATE:

Tuesday, March 26, 2019

FROM : ECONOMIC DEVELOPMENT AGENCY (EDA) AND DISTRICT ATTORNEY :

SUBJECT: ECONOMIC DEVELOPMENT AGENCY (EDA) AND DISTRICT ATTORNEY:  
Riverside Downtown Law Building Security System Replacement Project -  
California Environmental Quality Act Exempt, Approval of Construction Contract  
with GKK Works Construction Services, Inc. and Project Budget, District 2.  
[\$1,200,000 – Capital Improvement Program Fund 30700 – 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Riverside Downtown Law Building Security System Replacement Project (Project) for inclusion on the Capital Improvement Program (CIP) project list;
2. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Class 1 Existing Facilities Exemption and Section 15061 (b)(3) "Common Sense" Exemption;
3. Approve in-principle the Riverside Downtown Law Building Security System Replacement Project located at 3960 Orange Street in Riverside, California, to provide new pathways for camera and access controls;
4. Approve a Project budget in the amount not to exceed \$1,200,000 for the Project;

(Continued)

ACTION: Policy, CIP

Robert Field, Assistant County Executive Officer/ECD

3/14/2019

Elaina Bentley, Assistant District Attorney

3/14/2019

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MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: March 26, 2019  
xc: EDA, DA, Purchasing

Kecia Harper  
Clerk of the Board  
By:   
Deputy

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

**RECOMMENDED MOTION:** That the Board of Supervisors:

5. Authorize use of the CIP Fund 30700, not to exceed \$1,200,000, including reimbursement to the Economic Development Agency (EDA) for incurred project related expenses;
6. Authorize the use of the Easy Indefinite Quantity Construction (EZIQC) contracting sponsored by Sourcewell (formerly the National Joint Powers Alliance) for a Construction Contract with GKK WORKS Construction Services, Inc. (GKK) of Irvine, California for the Project;
7. Approve the attached Construction Contract between the County of Riverside (County) and GKK in the amount of \$296,232 and authorize the Chairman of the Board to execute the contract on behalf of the County;
8. Authorize the Assistant County Executive Officer/ECD to administer the Construction Contract with GKK in accordance with applicable Board policies;
9. Delegate project management authority for the Project to the Assistant County Executive Officer/ECD in accordance with applicable Board policies, including the authority to utilize consultants on the approved pre-qualified list for services in connection with the Project, and are within the approved Project budget of \$1,200,000; and
10. Authorize the Purchasing Agent to execute pre-qualified consultant service agreements not to exceed \$100,000 per pre-qualified consultant, per fiscal year, in accordance with applicable Board policies for this Project, and the sum of all project contracts shall not exceed \$1,200,000.

<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 300,000	\$ 900,000	\$ 1,200,000	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> Capital Improvement Program			<b>Budget Adjustment:</b> No	
Fund 30700 – 100%			<b>For Fiscal Year:</b> 2018/19 – 2019/20	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

(Continued)

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

**BACKGROUND:**

**Summary (Continued)**

The Riverside Downtown Law Building was built in 2008 and is occupied by the Offices of the District Attorney (DA), County Counsel, and Probation Department. The facility accommodates approximately 650 employees and has 75-100 visitors per day. Its security system consists of an integrated video surveillance and access control system which manages access to its various entrances and has panic alarms for emergencies.

To maintain the appropriate levels of security for these public safety departments, it is necessary to upgrade the building's systems. The scope of work for the Project includes but is not limited to: replacement of cameras, cabling hardware, software, and network equipment; expanding video surveillance coverage, providing back-up power systems, and integrating all the components to operate cooperatively.

On October 18, 2011, Item 3-18, the Board ratified membership of the County in the National Joint Powers Alliance, now known as Sourcewell. The County's membership in Sourcewell allows participation in the EZIQC program, a contract procurement method that allows the EDA to move more quickly to the construction phase of a project and expedite project delivery.

On June 19, 2018, Item 3.9, the Board of Supervisors (Board) approved a pre-qualified list of architectural and engineering firms to be retained on an as-needed basis. EDA selected RASC Engineering as the most qualified firm to design the new conduit pathways, supports and to specify the replacement cabling for the security system. The plans and specifications have been completed and have been reviewed and approved by EDA. GKK, an approved EZIQC contractor, received the approved plans and specifications and walked the site with County personnel. GKK submitted their proposal in accordance with the EZIQC contract in the amount of \$296,232 for the Project.

EDA recommends the Board approve the Project budget in the amount not to exceed \$1,200,000 and the Construction Contract with GKK to expedite the delivery of the Project. EDA, RCIT and the DA's office shall coordinate the pursuit of the most cost effective delivery method for the remainder scope of work and award in accordance with applicable Board policies. Prior to the final completion of the Project, DA Bureau of Investigations security experts must approve of the system and sign off on the Project.

Pursuant to CEQA, the Riverside Downtown Law Building Security System Replacement Project was reviewed and determined to be categorically exempt under State CEQA Guidelines Sections 15301 Existing Facilities Exemption and Section 15061(b)(3), General Rule or "Common Sense" Exemption. No expansion or change in use would occur with the replacement of the security system. With certainty, there is no possibility that the activity in question may have a significant effect on the environment because it merely entails interior modifications within the existing facility to replace an existing security system. No direct or indirect impacts would occur. A Notice of Exemption will be filed by EDA staff with the County Clerk within five days of Board approval.

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

**Impact on Residents and Businesses**

The Downtown Law Building Security System Project will continue to ensure the safety of victims and witnesses visiting the facility and further fulfill the County's mission and commitment to public safety.

**Contract History and Price Reasonableness**

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

**Additional Fiscal Information**

The approximate allocation of the Project budget is as follows:

PROJECT BUDGET LINE ITEMS	CATEGORY	PROJECT BUDGET AMOUNT
Architectural Design	1	15,200
Construction Management	2	0
Construction Contract	3	296,232
Offsite Construction	4	0
Project Management	5	50,053
Fixtures, Furnishings, Equipment	6	0
Other Soft Costs / Specialty Consultants	7	39,553
Project Contingency	8	92,544
Minor Construction/ RCIT	9	706,418
<b>Project Budget</b>		<b>\$ 1,200,000</b>

All costs associated with this Board action will be funded by CIP Fund 30700. Expenditures for FY 2018/19 are estimated at \$300,000; expenditures for FY 2019/20 are estimated at \$900,000.

Attachment:

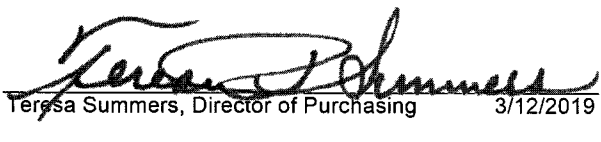
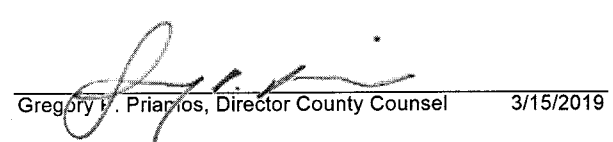
- Construction Contract with GKK WORKS Construction Services, Inc.

(Commences on page 5)

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

RF:HM:VC:SP:JA:BL;mg FM08220008745 9271-13974  
S:\Project Management Office\FORM 11'S\In Process\9271 - 13974\_D2 - 008745 - RivCo Downtown Law Bldg Security  
System Rplc Proj - Construc Contract with GKK, Proj Bdgt\_032619.doc

   
Rohini Dasika, Principal Management Analyst 3/18/2019 Lisa D Brandl 3/18/2019

   
Teresa Summers, Director of Purchasing 3/12/2019 Gregory P. Priamos, Director County Counsel 3/15/2019



March 12, 2019

County of Riverside  
P.O. Box 1180  
Riverside, CA

Re: gkkworks Construction Services, Inc.  
Bond # 47-SUR-300100-01-0009  
Contract Amount: \$296,232.09  
EZIQC-GKK-FM08220008745.00; Riverside Downtown Law Building Security  
System Replacement

To Whom It May Concern:

This letter will serve as your authority to date the Bonds and the Powers of Attorney  
on the above captioned project.

Very truly yours,

Berkshire Hathaway Specialty Insurance Company

By: 

Rebecca S. Leal  
Attorney-in-Fact

EZIQC SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

FM08220008745

RIVERSIDE DOWNTOWN LAW BUILDING SECURITY SYSTEM  
REPLACEMENT PROJECT



PREPARED BY  
COUNTY OF RIVERSIDE  
ECONOMIC DEVELOPMENT AGENCY

## TABLE OF CONTENTS

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





## INDEFINITE QUANTITY CONSTRUCTION AGREEMENT

IFB NUMBER: CA-CR-GB03-062718

GEOGRAPHIC AREA: Region 8 – County of Riverside, California

This Agreement dated July 10, 2018, by and between Sourcewell (Formerly NJPA) and GKKWORKS Construction Services, Inc. at the following address, 11801 Pierce Street, Suite 200, Riverside, CA 92505 hereinafter referred to as the CONTRACTOR.

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

### ARTICLE 1. CONTRACT DOCUMENTS

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

### ARTICLE 2. SCOPE OF WORK

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



### ARTICLE 3. THE AGREEMENT PRICE

- A. This Agreement is an indefinite-quantity contract for construction work and services. The Estimated Annual Value of this Agreement is \$2,000,000. This is only an estimate and may increase or decrease at the discretion of Sourcewell.
- B. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors:

#### TO BE ENTERED BY SOURCEWELL:

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

1.2311

(Specify to four (4) decimal places)

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

1.2852

(Specify to four (4) decimal places)

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

1.2798

(Specify to four (4) decimal places)

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

1.3446

(Specify to four (4) decimal places)

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

1.2563

(Specify to four (4) decimal places)



#### ARTICLE 4. TERM OF THE AGREEMENT

- A. This Agreement has an initial term of one (1) year and a bilateral option provision for three (3) additional terms. The total term of the Agreement cannot exceed four (4) years. One additional one-year renewal-extension may be offered by Sourcewell to Contractor beyond the original three-year term if Sourcewell deems such action to be in the best interests of Sourcewell and its Members. The Contractor may withdraw from the Agreement on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. Sourcewell may, for any reason, terminate this Agreement at any time.
- B. All Purchase Orders issued during a term of this Agreement shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Agreement apply to each Purchase Order.

#### ARTICLE 5. SOFTWARE LICENSING

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

#### ARTICLE 6. IQCC SYSTEM LICENSE

- A. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Agreement or Gordian's contract with Sourcewell, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary IQCC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to Sourcewell and Sourcewell Members under this Agreement ("Limited Purpose"). The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's IQCC Applications and support documentation, Construction Task Catalog, training materials, marketing materials and any other proprietary materials provided to Contractor by Gordian. In the event this Agreement expires or terminates as provided herein, or the Gordian's contract with Sourcewell expires or terminates, this IQCC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.
- B. Contractor acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the



Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

- C. Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Agreement, and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to Contractor, subject to federal, state and local laws related to public disclosure. Contractor further acknowledges that a breach of any of the terms of this Agreement by Contractor will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy, and Gordian shall be entitled to injunctive relief (without the necessity of posting a bond) as well as all other monetary remedies available at law or in equity. In the event that it becomes necessary for either party to this IQCC System License to enforce the provisions of this Agreement or to obtain redress for the breach or violation of any of its provisions, whether by litigation, arbitration or other proceedings, the prevailing party shall be entitled to recover from the other party all costs and expenses associated with such proceedings, including reasonable attorney's fees.
- D. In the event of a conflict in terms and conditions between this IQCC System License and any other terms and conditions of this Agreement or any Purchase Order, Order or similar purchasing document (Purchase Order) issued by Sourcewell or a Sourcewell Member, this IQCC System License shall take precedence.

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

By:

Sourcewell

DocuSigned by:  
Jeremy Schwartz 11/2018 | 2:26 PM CDT  
784447520CE584E3...  
Authorized Signature

Jeremy Schwartz, Director of Operations &  
Procurement/CPO  
Print Name

Contractor – GKKWORKS Construction Services, Inc.

DocuSigned by:  
Robert Good  
393C406022044B2...  
Authorized Signature

Robert Good  
Print Name

Contract Number: CA-CR-GB03-062718-GKK (assigned by Sourcewell)

# Work Order Signature Document

EZIQC Contract No.: CA-CR-GB03-062718-GKK

☒ New Work Order
 ☐ Modify an Existing Work Order

Work Order Number.: 060781.00 Work Order Date: 03/12/2019

Work Order Title: Regency Tower Pathways

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

Contact: Blanca Limon Contact: John Willis

Phone: (951) 955-9138 Phone: (949) 250-1500

## Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of Sourcewell EZIQC Contract No CA-CR-GB03-062718-GKK.

### Brief Work Order Description:

Cost proposal to install pathways and conduit (including cabling) for the Regency Tower per plans stamped approved on 04-24-18.

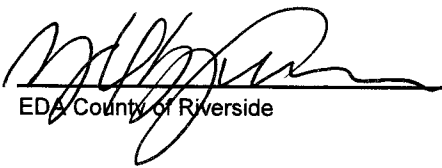
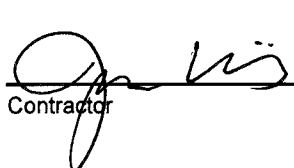
**Time of Performance**  
 Estimated Start Date: 04/15/2019  
 Estimated Completion Date: 08/27/2019

**Liquidated Damages**  
 Will apply: ☒ Will not apply: ☐

**Work Order Firm Fixed Price: \$296,232.09**

Owner Purchase Order Number: ezIQC-GKK-FM08220008745.00

## Approvals


 3-12-19 Date
 
 3/12/2019 Date



## Detailed Scope of Work

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

**From:** Blanca Limon  
EDA County of Riverside  
3403 Tenth St. Suite 500  
Riverside, CA 92501  
(951) 955-9138

**Date Printed:** March 12, 2019

**Work Order Number:** 060781.00

**Work Order Title:** Regency Tower Pathways

**Brief Scope:** Cost proposal to install pathways and conduit (including cabling) for the Regency Tower per plans stamped approved on 04-24-18.

☐

Preliminary

☐

Revised

☒

Final

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

Contractor is to install conduits and cabling for the DA Regency Tower Security Pathway project per RASC Engineering plans dated 3/19/2018 and stamped approved on 04/24/2018. Contractor is required to utilize one of the three pre-approved RCIT cabling vendors for all cabling installation, testing and termination as only these three vendors have been cleared and given security access to work on the County's highly-sensitive IT network. All work in the building interior and security sensitive areas shall be performed during "Other Than Normal Working Hours." Parking structure work is considered "Normal Working Hours."

Project scope does not include demolition, hazardous material removal or handling, any finish/restorative work not shown on plans, nor traffic control.

All items identified as an "Allowance" within this cost proposal shall be approved for use by the Owner PM prior to utilization. As the first step in utilizing an allowance, the Contractor shall be required to prepare an accurate, defensible proposal in eGordian utilizing appropriate and justified CTC task items that represent the scope of work required and present that proposal to the Gordian AM and Owner PM prior to utilizing any allowance funds.

Contractor shall submit current letter from Surety for confirmation of Bonding Rates. Under Sourcewell's eIQC Program, contractors are entitled to full reimbursement of actual bond fees, up to a maximum of 2%, multiplied by an Adjustment Factor of 1.1000. Should actual bond fees be lower than indicated in this work order package, a credit shall be issued to the Owner on a future supplemental.

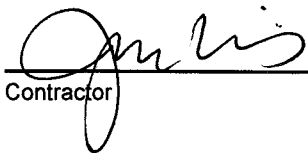
Subject to the terms and conditions of JOC Contract **CA-CR-GB03-062718-GKK**.

Detailed Scope of Work Continues..

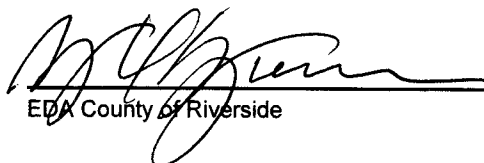
Work Order Number: 060781.00

Work Order Title: Regency Tower Pathways

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Contractor

3/12/2019  
Date

  
EPA County of Riverside

3/12/19  
Date

## Contractor's Price Proposal - Summary

**Date:** March 12, 2019

**Re:** IQC Master Contract #: CA-CR-GB03-062718-GKK  
Work Order #: 060781.00  
Owner PO #: ezIQC-GKK-FM08220008745.00  
Title: Regency Tower Pathways  
Contractor: gkkworks Construction Services  
Proposal Value: \$296,232.09

<b>Communication</b>	<b>\$100,127.31</b>
<b>Concrete</b>	<b>\$1,056.65</b>
<b>Demo</b>	<b>\$2,056.27</b>
<b>Door</b>	<b>\$4,184.02</b>
<b>Electrical</b>	<b>\$114,889.62</b>
<b>Excavation</b>	<b>\$1,095.11</b>
<b>Finishes</b>	<b>\$28,812.87</b>
<b>Fire stopping</b>	<b>\$4,980.60</b>
<b>General</b>	<b>\$17,887.88</b>
<b>Metal</b>	<b>\$21,141.76</b>
<b>Proposal Total</b>	<b>\$296,232.09</b>

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

**The Percentage of NPP on this Proposal:** %



## Contractor's Price Proposal - Detail

Date: March 12, 2019

Re: IQC Master Contract #: CA-CR-GB03-062718-GKK  
 Work Order #: 060781.00  
 Owner PO #: ezIQC-GKK-FM08220008745.00  
 Title: Regency Tower Pathways  
 Contractor: gkkworks Construction Services  
 Proposal Value: \$296,232.09

Sect.	Item	Mod.	UOM	Description	Line Total
Labor	Equip.	Material	(Excludes)		
<b>Communication</b>					
1	27 05 29 00 0022		EA	3/4" Hook Size, Pre-Galvanized Finish, Plain Or Threaded Rod Clip-On Attachment, Communications And Low Voltage Cable Hook (J-Hook) (Cooper B-line BCH12-W6)	\$2,999.00
			Installation	Quantity 320.00 x Unit Price 6.97 x Factor 1.3446 = Total 2,999.00	
2	27 14 13 13 0012		PR	Test 4-Pair Cat 5-7 Telecommunications Cable For Continuity	\$2,239.57
			Installation	Quantity 96.00 x Unit Price 17.35 x Factor 1.3446 = Total 2,239.57	
			Copper testing		
3	27 14 13 13 0013		PR	Certify 4-Pair Cat 5-7 Telecommunications Cable	\$3,358.70
			Installation	Quantity 96.00 x Unit Price 26.02 x Factor 1.3446 = Total 3,358.70	
			Copper testing		
4	27 14 13 13 0014		PR	Certify And Document 4-Pair Cat 5-7 Telecommunications Cable	\$5,373.67
			Installation	Quantity 96.00 x Unit Price 41.63 x Factor 1.3446 = Total 5,373.67	
			Copper testing		
5	27 14 13 16 0356		MLF	4-Pair Solid UTP, 23 AWG, Category 6, Indoor Telecommunications Riser Cable, Installed Exposed	\$38,666.50
			Installation	Quantity 19.00 x Unit Price 1,513.52 x Factor 1.3446 = Total 38,666.50	
			Cat 6 Cabling Installing exposed		
6	27 14 13 16 0360		MLF	4-Pair Solid UTP, 23 AWG, Category 6, Indoor Telecommunications Plenum Cable, Installed In Conduit	\$5,886.31
			Installation	Quantity 3.60 x Unit Price 1,216.04 x Factor 1.3446 = Total 5,886.31	
			Cat 6 installed in the conduit		
7	27 14 33 16 0012		MLF	RG 6/U Plenum Coaxial, Indoor Telecommunications Cable, Installed Exposed (Belden 82120)	\$20,000.71
			Installation	Quantity 4.50 x Unit Price 3,305.52 x Factor 1.3446 = Total 20,000.71	
			Coaxial cabling		
8	27 14 53 00 0028		MLF	1-1/2" Outdoor Innerduct, Installed In Conduit	\$14,165.36
			Installation	Quantity 2.20 x Unit Price 5,031.10 x Factor 1.2798 = Total 14,165.36	
			Installing in parking structures		
9	27 21 16 00 0027		EA	24 Port, Category 6 Patch Panel (CommScope 760062372)	\$5,675.23
			Installation	Quantity 12.00 x Unit Price 351.73 x Factor 1.3446 = Total 5,675.23	
			patch panels requested in the SOW		

# Contractor's Price Proposal - Detail Continues

Work Order Number: 060781.00

Work Order Title: Regency Tower Pathways

## Communication

10	27	21	16	00	0028	EA	48 Port, Category 6 Patch Panel (CommScope 760062380)					\$1,762.26
						Installation	Quantity	Unit Price	Factor	=	Total	
							2.00	655.31	x	1.3446	=	1,762.26
						patch panels requested in the SOW						

## Subtotal for Communication

\$100,127.31

## Concrete

11	03	31	13	00	0051	CF	Hand Mix And Place ConcreteFor use where conventional equipment access is limited or when directed by the owner.					\$281.15
						Installation	Quantity	Unit Price	Factor	=	Total	
							8.00	27.46	x	1.2798	=	281.15
						Sidewalk concrete - 9' x 1.5' x 6" thickness and add 10% waist						
12	03	31	13	00	0051 0028	MOD	For 3,500 PSI Concrete, Add					\$2.35
						Installation	Quantity	Unit Price	Factor	=	Total	
							8.00	0.23	x	1.2798	=	2.35
13	03	31	13	00	0051	CF	Hand Mix And Place ConcreteFor use where conventional equipment access is limited or when directed by the owner.					\$773.15
						Installation	Quantity	Unit Price	Factor	=	Total	
							22.00	27.46	x	1.2798	=	773.15
						Back filling with slurry mix min 2000 PSI. 1' x 1' x 20' and add 10% waist						

## Subtotal for Concrete

\$1,056.65

## Demo

14	02	41	13	13	0042	SF	>6" To 8" By Hand, Break-up And Remove Concrete Paving					\$272.98
						Installation	Quantity	Unit Price	Factor	=	Total	
							30.00	7.11	x	1.2798	=	272.98
						Demo the paving and remove for underground duct per sheet E3						
15	02	41	19	13	0063	EA	Saw Cut Minimum ChargeFor projects where the total saw cutting charge is less than the minimum charge, use this task exclusively. This task should not be used in conjunction with any other tasks in this section.					\$984.17
						Installation	Quantity	Unit Price	Factor	=	Total	
							1.00	769.00	x	1.2798	=	984.17
						Saw Cutting the asphalt and concrete sidewalk to trench for the conduit run						
16	02	41	19	13	0325	EA	Core Drill Minimum ChargeFor projects where the total core drilling charge is less than the minimum charge, use task "Minimum Charge For Core Drilling" exclusively. Task "Minimum Charge For Core Drilling" should not be used in conjunction with any other tasks in this section. Does not apply to sections "Drilling In Concrete Per Inch Of Depth" or "Drilling In Brick Or Block Per Inch Of Depth".					\$799.12
						Installation	Quantity	Unit Price	Factor	=	Total	
							1.00	624.41	x	1.2798	=	799.12
						Per sheet E5 note#10						

## Subtotal for Demo

\$2,056.27

## Door

17	08	31	13	00	0007	EA	24" x 24" Fire Rated Stainless Steel Access Door With Cam Latch					\$4,184.02
						Installation	Quantity	Unit Price	Factor	=	Total	
							6.00	544.88	x	1.2798	=	4,184.02
						Per Sheet E5 note#7						

## Subtotal for Door

\$4,184.02







# Contractor's Price Proposal - Detail Continues..

Work Order Number: 060781.00

Work Order Title: Regency Tower Pathways

## Electrical

54	26	05	33	13	0613	0025	MOD	For Work In Restricted Working Space, Add										\$143.28
							Installation	Quantity	Unit Price	Factor	=	Total						
								32.00	3.33	1.3446	=	143.28						
55	26	05	33	16	0038		EA	3-1/4" Depth, 4-11/16" Square Steel Box										\$1,849.57
							Installation	Quantity	Unit Price	Factor	=	Total						
								40.00	36.13	1.2798	=	1,849.57						
							Exterior - regular hour											
56	26	05	33	16	0038		EA	3-1/4" Depth, 4-11/16" Square Steel Box										\$3,740.69
							Installation	Quantity	Unit Price	Factor	=	Total						
								77.00	36.13	1.3446	=	3,740.69						
							interior - off hours											
57	26	05	33	16	0158		EA	3/4" Depth, Type FDS, Deep, Single Gang Cast Iron Alloy BoxTwo hubs.										\$1,092.86
							Installation	Quantity	Unit Price	Factor	=	Total						
								7.00	121.99	1.2798	=	1,092.86						
							Exterior - Regular hours											
58	26	05	36	00	0041		LF	24" Wide, 18" Rung Spacing, 4-5/8" High, Straight Sections, Ladder Bottom Galvanized Steel Cable Tray										\$1,283.29
							Installation	Quantity	Unit Price	Factor	=	Total						
								40.00	23.86	1.3446	=	1,283.29						
							Per note #15 sheet E5											
							Off hours											
59	26	05	36	00	0050		EA	24" Wide, 12" Radius, Horizontal 90 Degree Elbows, 4" Rung Spacing, 4-5/8" High, Ladder Bottom Galvanized Steel Cable Tray Fitting										\$1,869.96
							Installation	Quantity	Unit Price	Factor	=	Total						
								4.00	347.68	1.3446	=	1,869.96						
							Per note #15 sheet E5											
							Off hours											
60	26	05	43	00	0140		LF	6 At 4", Rigid Galvanized Conduit Duct Bank										\$429.86
							Installation	Quantity	Unit Price	Factor	=	Total						
								2.00	167.94	1.2798	=	429.86						
							per sheet E3 detail #1											

## Subtotal for Electrical

\$114,889.62

## Excavation

61	31	23	16	13	0007		CY	Excavation For Trenching By Hand In SoilIncludes stockpiling excess materials and trimming sides and bottom of trench.										\$419.49
							Installation	Quantity	Unit Price	Factor	=	Total						
								3.00	109.26	1.2798	=	419.49						
							Per sheet#E3 and detail 1 - trenching [1.25' W x 20' Length x (24"+12") ]											
62	31	23	16	13	0011		CY	Backfilling or Placing Subbase for Trenches with Imported or Stockpiled Materials by Hand										\$83.51
							Installation	Quantity	Unit Price	Factor	=	Total						
								2.15	30.35	1.2798	=	83.51						
							Trenching Back fill: 2'H x 1.25' W x 20' Length x 1.18 Swell factor											
63	31	23	16	13	0014		CY	Compaction of Fill or Subbase for Trenches by Hand										\$81.92
							Installation	Quantity	Unit Price	Factor	=	Total						
								1.87	34.23	1.2798	=	81.92						
							Per sheet#E3 and detail 1 - trenching [1.25' W x 20' Length x 2' H											

# Contractor's Price Proposal - Detail Continues..

Work Order Number: 060781.00

Work Order Title: Regency Tower Pathways

## Excavation

64	31	23	16	36	0032	CY	Spread Excess Or Imported Material On Site By Hand							\$105.83
						Installation	Quantity		Unit Price		Factor	=	Total	
							1.87	x	44.22	x	1.2798	=	105.83	
						Per sheet#E3 and detail 1 - trenching [1.25' W x 20' Length x 2' H								

65	32	12	16	13	0023	TON	Hand Placed Hot Mixed Asphalt 3,954 LB/CYFor small areas not reachable by machine. Includes placement, rolling, finishing and sweeping.							\$404.36
						Installation	Quantity		Unit Price		Factor	=	Total	
							1.10	x	287.23	x	1.2798	=	404.36	
						Asphalt Area (1.25' W x 11.5' Lenght x 6" thickness and add 10% waste								

## Subtotal for Excavation

**\$1,095.11**

## Finishes

66	09	01	20	91	0002	SF	Up To 2 SF, Cut And Patch Hole In Drywall To Match ExistingPer location.										\$784.17
						Installation	Quantity		Unit Price		Factor	=	Total				
							36.00	x	16.20	x	1.3446	=	784.17				
67	09	24	23	00	0002	SF	Three Coat Troweled Stucco, Scratch/Brown/FinishExcludes lath and felt. Interior or exterior, one side.										\$113.19
						Installation	Quantity		Unit Price		Factor	=	Total				
							12.00	x	7.37	x	1.2798	=	113.19				
						6 access door. figuring 6" around each access door to be patched											
68	09	24	23	00	0002	0025	MOD	For Horizontal Installation >10' High, Add									\$30.56
						Installation	Quantity		Unit Price		Factor	=	Total				
							12.00	x	1.99	x	1.2798	=	30.56				
69	09	24	23	00	0002	0032	MOD	For Smooth Float Finish, Add									\$21.35
						Installation	Quantity		Unit Price		Factor	=	Total				
							12.00	x	1.39	x	1.2798	=	21.35				
70	09	24	23	00	0002	0035	MOD	For Up To 100, Add									\$50.99
						Installation	Quantity		Unit Price		Factor	=	Total				
							12.00	x	3.32	x	1.2798	=	50.99				
71	09	51	13	00	0018	SF	2' x 2' x 3/4" Mineral Fiber Acoustical Ceiling Panels										\$1,936.22
						Installation	Quantity		Unit Price		Factor	=	Total				
							1,500.00	x	0.96	x	1.3446	=	1,936.22				
						Replace any damaged or existing stuck ceiling panels.											
72	09	51	13	00	0044	SF	Removal And Reinstallation Of Acoustical Ceiling Tile And Grid, 2' x 2' Or 2' x 4'										\$22,353.54
						Installation	Quantity		Unit Price		Factor	=	Total				
							13,516.00	x	1.23	x	1.3446	=	22,353.54				
						10 floors											
73	09	91	23	00	0069	SF	Paint Interior Plaster/Drywall Or Masonry Walls, 2 Tone Polymix With Base Coat, Sprayed										\$3,522.85
						Installation	Quantity		Unit Price		Factor	=	Total				
							2,000.00	x	1.31	x	1.3446	=	3,522.85				
						Touch up painting as needed											

## Subtotal for Finishes

**\$28,812.87**

## Fire stopping

# Contractor's Price Proposal - Detail Continues

Work Order Number: 060781.00

Work Order Title: Regency Tower Pathways

## Fire stopping

74	07 84 13 16 0004	EA	2" Diameter Intumescent Firestop Sleeve (STI FS201)						\$1,975.73
			Installation	Quantity		Unit Price		Factor	Total
				22.00	x	66.79	x	1.3446	= 1,975.73
			Fire stopping for Cabling						
75	07 84 13 16 0008	EA	3" x 3" Intumescent Firestop Cable Pathway Through Up To 9" Thick Walls (STI EZDP33FWS)						\$2,608.26
			Installation	Quantity		Unit Price		Factor	Total
				12.00	x	161.65	x	1.3446	= 2,608.26
76	07 84 13 19 0004	EA	1-1/2" Diameter Hole With 3/4" Pipe, Sealed With Intumescent Firestop Sealant						\$396.61
			Installation	Quantity		Unit Price		Factor	Total
				15.00	x	20.66	x	1.2798	= 396.61
<b>Subtotal for Fire stopping</b>									<b>\$4,980.60</b>

## General

77	01 22 16 00 0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.						\$6,385.91
			Installation	Quantity		Unit Price		Factor	Total
				5,805.37	x	1.00	x	1.1000	= 6,385.91
			Bond Cost @ 2%						
78	01 22 16 00 0002	EA	Reimbursable FeesReimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warrantee, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.						\$4,180.00
			Installation	Quantity		Unit Price		Factor	Total
				3,800.00	x	1.00	x	1.1000	= 4,180.00
			Allowance for unforeseen conditions						
79	01 22 23 00 0038	DAY	30' Electric, Articulating (Up/Over) Boom Manlift						\$786.51
			Installation	Quantity		Unit Price		Factor	Total
				2.00	x	307.28	x	1.2798	= 786.51
			adding access panel on over hang per sheet E5						
80	01 22 23 00 0065	WK	33' Electric, Scissor Platform Lift						\$1,561.95
			Installation	Quantity		Unit Price		Factor	Total
				2.00	x	634.37	x	1.2311	= 1,561.95
81	01 56 16 00 0081	LF	36" Wide, 9 Mil, Regular Weight Red Rosin Paper, For Temporary Floor Protection						\$66.55
			Installation	Quantity		Unit Price		Factor	Total
				200.00	x	0.26	x	1.2798	= 66.55



# Contractor's Price Proposal - Detail Continues..

Work Order Number: 060781.00

Work Order Title: Regency Tower Pathways

## General

82	01 66 19 00 0003	CY	Transfer Delivered Material Between Floors Via Elevator, Per TripQuantity is not multiplied by number of floors traveled. Includes transfer of materials between elevators, if more than one bank of elevators is required.						\$1,286.18
			Quantity	Unit Price	Factor	=	Total		
		Installation	105.00	9.11	1.3446	=	1,286.18		
			For transporting material and handling construction trash, floors 3-10						
83	01 66 19 00 0049	CY	Transfer Delivered Materials Distances Greater Than 125', Per CY Of Material Per 125'For delivery, demolition or miscellaneous moving required by owner.						\$1,873.50
			Quantity	Unit Price	Factor	=	Total		
		Installation	105.00	13.27	1.3446	=	1,873.50		
84	01 71 13 00 0002	EA	First 25 Miles, Equipment Delivery, Pickup, Mobilization And Demobilization Using A Rollback Flatbed TruckIncludes delivery of equipment, off loading on site, rigging, dismantling, loading and transporting away. For equipment such as trenchers, skid-steer loaders (bobcats), industrial warehouse forklifts, sweepers, scissor platform lifts, telescoping and articulating boom manlifts with up to 40' boom lengths, etc.						\$495.69
			Quantity	Unit Price	Factor	=	Total		
		Installation	2.00	201.32	1.2311	=	495.69		
			delivery and pick up of scissor lift and manlift						
85	01 74 19 00 0012	EA	10 CY Dumpster (1.5 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.						\$1,251.59
			Quantity	Unit Price	Factor	=	Total		
		Installation	2.00	488.98	1.2798	=	1,251.59		
			for removal of concrete and dirt, 10 cy is the max size dumpster allowed by the trash companies for concrete and dirt, due to the weight and density of that material.						

## Subtotal for General

**\$17,887.88**

## Metal

86	05 05 19 00 0046	EA	3/8" Diameter x 3" Length, 304/18-8 Stainless Steel, Wedge Anchor Expansion Bolt						\$7,899.79
			Quantity	Unit Price	Factor	=	Total		
		Installation	480.00	12.24	1.3446	=	7,899.79		
			Conduit support to deck per detail 2 ea. @ 10' 3600/10 x 2 Interior - off hours						
87	05 05 19 00 0046	EA	3/8" Diameter x 3" Length, 304/18-8 Stainless Steel, Wedge Anchor Expansion Bolt						\$3,759.54
			Quantity	Unit Price	Factor	=	Total		
		Installation	240.00	12.24	1.2798	=	3,759.54		
			Conduit support to deck per detail 2 ea. @ 10' 3600/10 x 2 Exterior - regular hours						
88	05 05 19 00 0046	EA	3/8" Diameter x 3" Length, 304/18-8 Stainless Steel, Wedge Anchor Expansion Bolt						\$2,962.42
			Quantity	Unit Price	Factor	=	Total		
		Installation	180.00	12.24	1.3446	=	2,962.42		
			For bracing attachment to the metal deck @20' per plan						
89	05 05 23 00 1192	LF	1/4" Diameter, Plain Finish Steel, Low Carbon Threaded Rod						\$692.74
			Quantity	Unit Price	Factor	=	Total		
		Installation	320.00	1.61	1.3446	=	692.74		
			For low voltage work						

Contractor's Price Proposal - Detail Continues..

Work Order Number: 060781.00

Work Order Title: Regency Tower Pathways

**Metal**

90	05 05 23 00 1194	LF	3/8" Diameter, Plain Finish Steel, Low Carbon Threaded Rod						\$743.31
			Installation	Quantity		Unit Price		Factor	Total
				240.00	x	2.42	x	1.2798	743.31
			Conduit support to deck per detail 2 ea. @ 10'						
			1200' /10 x 2						
			Exterior - Regular hour						
91	05 05 23 00 1194	LF	3/8" Diameter, Plain Finish Steel, Low Carbon Threaded Rod						\$1,561.89
			Installation	Quantity		Unit Price		Factor	Total
				480.00	x	2.42	x	1.3446	1,561.89
			Conduit support to deck per detail 2 ea. @ 10'						
			2400' /10 x 2						
			Interior - Off hours						
92	05 05 23 00 1288	EA	3/8" Diameter, Zinc Plated Steel, Low Carbon/Grade 2 Hex Nut						\$2,052.40
			Installation	Quantity		Unit Price		Factor	Total
				2,880.00	x	0.53	x	1.3446	2,052.40
			conduit support						
			Interior - Off hours						
93	05 05 23 00 1288	EA	3/8" Diameter, Zinc Plated Steel, Low Carbon/Grade 2 Hex Nut						\$976.74
			Installation	Quantity		Unit Price		Factor	Total
				1,440.00	x	0.53	x	1.2798	976.74
			conduit support						
			Exterior - regular hour						
94	05 05 23 00 1505	EA	3/8" Inside Diameter, 304/18-8 Stainless Steel Lock Washer						\$83.90
			Installation	Quantity		Unit Price		Factor	Total
				480.00	x	0.13	x	1.3446	83.90
			conduit support						
			Interior - Off hours						
95	05 05 23 00 1505	EA	3/8" Inside Diameter, 304/18-8 Stainless Steel Lock Washer						\$39.93
			Installation	Quantity		Unit Price		Factor	Total
				240.00	x	0.13	x	1.2798	39.93
			conduit support						
			Exterior - regular hour						
96	05 12 23 00 0795	LF	3/8" Thick x 6" Wide Flat Steel Bar						\$292.82
			Installation	Quantity		Unit Price		Factor	Total
				20.00	x	11.44	x	1.2798	292.82
			Per Sheet E5 Note #7						
97	05 12 23 00 0795 0030	MOD	For Galvanized Steel, Add						\$76.28
			Installation	Quantity		Unit Price		Factor	Total
				20.00	x	2.98	x	1.2798	76.28

**Subtotal for Metal**

**\$21,141.76**

**Proposal Total**

**\$296,232.09**

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

The Percentage of NPP on this Proposal: %



## Subcontractor Listing

**Date:** March 12, 2019

**Re:** IQC Master Contract #: CA-CR-GB03-062718-GKK  
Work Order #: 060781.00  
Owner PO #: eziQC-GKK-FM08220008745.00  
Title: Regency Tower Pathways  
Contractor: gkkworks Construction Services  
Proposal Value: \$296,232.09

Name of Contractor	Duties	Amount	%
No Subcontractors have been selected for this Work Order		\$0.00	0.00



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

by and between

**GKK WORKS CONSTRUCTION SERVICES, INC.**

(the "Contractor")

And

**THE COUNTY OF RIVERSIDE**

(the "County")

FOR:

**RIVERSIDE DOWNTOWN LAW BUILDING SECURITY SYSTEM REPLACEMENT  
NAME WORK ORDER #EZIQC-GKK-FM08220008745.00**

LOCATED AT:

**3960 ORANGE STREET, RIVERSIDE, CA 92501**

# **EZIQC WORK ORDER CONSTRUCTION CONTRACT FOR EZIQC**

## **BETWEEN COUNTY AND CONTRACTOR**

**THIS EZIQC WORK ORDER CONSTRUCTION CONTRACT BETWEEN COUNTY AND CONTRACTOR** ("Work Order Agreement") is entered into as of the date of the last signature on the signature page of this contract, by and between **THE COUNTY OF RIVERSIDE**, a political subdivision of the State of California ("County") and GKK WORKS Construction Services, Inc., a California corporation ("Contractor"), whose principal place of business is located at 2355 Main St., Ste. 220, Irvine, Ca 92614.

### **ARTICLE 1 DEFINITIONS**

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

### **ARTICLE 2 PERFORMANCE OF WORK**

#### **2.1 SCOPE OF WORK**

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

#### **2.2 STANDARD OF PERFORMANCE**

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

**2.2.1** the requirements of the Contract Documents;

**2.2.2** the requirements and conditions of Applicable Laws;

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

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

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

### **ARTICLE 3 CONTRACT TIME**

#### **3.1 CONTRACT TIME**

**3.1.1 Substantial Completion.** Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Substantial Completion of the entire Work not later than one hundred twenty (120) Days after the Date of Commencement.

**3.1.2 Final Completion.** Subject to Contract Adjustments permitted by the Contract Documents, Contractor shall achieve Final Completion of the Work not later than Fifteen Days (15) Calendar Days after the actual occurrence of Substantial Completion.

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

### **3.2 LIQUIDATED DAMAGES TO COUNTY**

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

**3.2.2 Per Diem Rate.** If Contractor fails to actually achieve Substantial Completion of the entire Work within the Contract Time for Substantial Completion, Contractor shall pay to County as liquidated damages the amount of Five Hundred Dollars (\$500.00) per Day for each Day occurring after the expiration of the Contract Time for Substantial Completion until Contractor achieves Substantial Completion of the entire Work.

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

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

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

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

### **3.3. LIQUIDATED DAMAGES TO CONTRACTOR**

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

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

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

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

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

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

#### **3.3.7 WAIVER BY CONTRACTOR.**

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

### **ARTICLE 4 CONTRACTOR COMPENSATION**

#### **4.1 CONTRACT PRICE**

**4.1.1 Contract Price.** County shall pay the Contractor in current funds for the Contractor's performance of the Work in accordance with the Contract Documents the Contract Price, exclusive of Contract Adjustments, of Two Hundred Ninety Six Thousand Two Hundred Thirty-Two Dollars and Nine Cents Dollars (\$296,232.09).

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

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

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

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

#### 4.2 WORK ORDER

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

Number	Description	Dollar Amount
ezIQC-GKK-FM08220008745.00	Riv Downtown Law Bldg Security Sys Replacement	\$296,232.09

#### 4.3 UNIT PRICES

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

Description	Measurement Unit	Dollar Amount
Per Price Proposal Summary	Per Price Proposal Detail	As contracted

### ARTICLE 5 ENUMERATION OF CONTRACT DOCUMENTS

#### 5.1 LIST OF CONTRACT DOCUMENTS

The Contract Documents include, without limitation, the following:

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

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

**5.1.3 Specifications.** The Contract Documents include the following Specifications:

Title	Date	Divisions
Refer to Documents A – F	8-24-18	

**5.1.4 Drawings.** The Contract Documents include the following Drawings dated April 24, 2018 unless a different date is shown below:

Sheet Number	Title	Date	Pages
E1 – E17 (prepared by RASC Engineering)	County of Riverside DA Regency Tower Security Pathway	3/19/2018 and stamped approved on 04/24/2018	17

**5.1.5** Also incorporated herein are:

5.1.5.1. Sourcewell (formerly NJPA) Membership Agreement (executed)



- 5.1.5.2. Sourcewell (formerly NJPA) Indefinite Quantity Construction Agreement
- 5.1.5.3. EZIQC Work Order Signature Document

## **ARTICLE 6 SPECIAL REQUIREMENTS**

### **6.1 LABOR CODE SECTION 1861 CERTIFICATION**

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

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

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

**[SIGNATURES ON FOLLOWING PAGE]**

**"COUNTY"**

COUNTY OF RIVERSIDE

By: [Signature] Dated MAR 26 2019  
Chairman, Board of Supervisors  
KEVIN JEFFRIES

**ATTEST:**

KECIA R. HARPER  
Clerk of the Board

By: [Signature] Dated MAR 26 2019  
Deputy

(SEAL)

**APPROVED AS TO FORM:**

GREGORY P. PRIAMOS  
County Counsel

By: [Signature] Dated 3-15-19  
**SYNTHIA M. GUNZEL**  
Deputy County Counsel

**"CONTRACTOR"**

GKK WORKS

[Signature]  
(sign on line above)

By: Anthony Coraggio  
(type name)

Title: Sr. Vice 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:

2355 Main St., Ste. 220  
Irvine, CA 92614

Telephone: 951-801-7124

Facsimile:

Email:

Employer State:

Tax ID #:

33-0779573

State Contractor License #:

774456

DIR Registration #:

1000018436

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

If Contractor is a corporation, state:

Name of President: BRAD LUKANIC

Name of Secretary: DONALD O'CARROLL

State of Incorporation: CALIFORNIA

## **PAYMENT BOND**

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors has awarded Construction Contract Number EZIQC-GKK-FM08220008745.00 ("Contract") to gkkworks Construction Services, Inc. as Principal ("Principal") to perform the work ("Work") for the Riverside Downtown Law Building Security System Replacement project;

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

NOW THEREFORE, we, the Principal and Berkshire Hathaway Specialty Insurance 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 Two Hundred Ninety Six Thousand Two Hundred Thirty Two and 09/100 Dollars (\$ 296,232.09), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

gkkworks Construction Services, Inc.

(Firm Name – Principal)

2355 Main Street, Suite 220

Irvine, CA 92614

(Business Address)

By

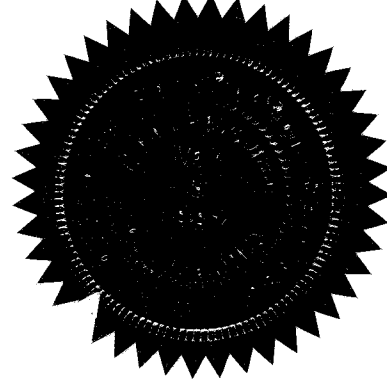
(Original Signature)

JOHN WILLK

SENIOR PROJECT MANAGER

(Title)

Affix Seal if Corporation



Berkshire Hathaway Specialty Insurance Company

(Corporation Name – Surety)

1314 Douglas Street, Suite 1400

Omaha, NE 68102-1944 (402) 916-3000

(Business Address)

By

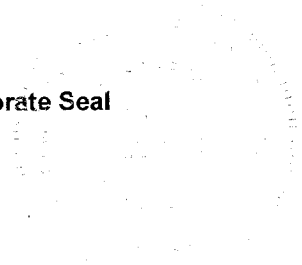
(Signature – Attached Notary's Acknowledgment)

Rebecca S. Leal

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Affix Corporate Seal



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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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

State of California  
County of Riverside

On March 14, 2019 before me, Candice E. Etter, Notary Public

personally appeared John Willis

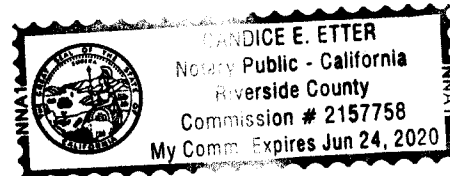
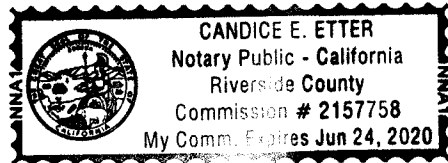
Name and or Names of Signer(s)

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

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

Witness my hand and official seal.

Signature Candice E. Etter  
Notary Public Signature



Place Notary Public Seal Above

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document \_\_\_\_\_

Document Date \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

Signer is representing \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb

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

Signer is representing \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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

State of Missouri

County of Jackson



On March 12, 2019 before me, Kelli E. Housworth, Notary Public  
Date Name and Title of Notary

personally appeared Rebecca S. Leal  
Name and or Names of Signer(s)

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

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

Witness my hand and official seal.

Signature Kelli E. Housworth  
Notary Public Signature

KELLI E. HOUSWORTH  
 NOTARY PUBLIC-NOTARY SEAL  
 STATE OF MISSOURI  
 JACKSON COUNTY  
 MY COMMISSION EXPIRES 9/14/2021  
 COMMISSION # 17042500

Place Notary Public Seal Above

## OPTIONAL

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

### Description of Attached Document

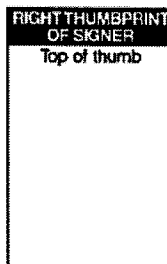
Title or Type of Document \_\_\_\_\_

Document Date \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

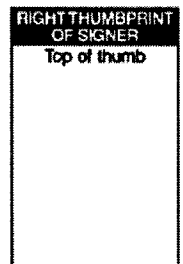
- ☐ Individual
- ☐ Corporate Officer – Title(s): \_\_\_\_\_
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☒ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: \_\_\_\_\_

Signer is representing \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



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

Signer is representing \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_





Berkshire Hathaway  
Specialty Insurance

47-SUR-300100-01-0009

## Power Of Attorney

### BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Rebecca S. Leal, Jeffrey C. Carey, Charles R. Teter, Tahitia M. Fry, C. Stephens Griggs, Patrick T. Pribyl, Evan D. Sizemore, 444 W. 47th Street, Suite 900 of the city of Kansas City, State of Missouri**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively.

**BERKSHIRE HATHAWAY SPECIALTY  
INSURANCE COMPANY,**

By: \_\_\_\_\_  
David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,  
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By: \_\_\_\_\_  
David Fields, Vice President

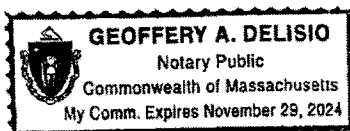


#### NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this



Officer

To verify the authenticity of this Power of Attorney please contact us at: BHSI Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at [Jennifer.Porter@bhsispecialty.com](mailto:Jennifer.Porter@bhsispecialty.com) THIS POWER OF ATTORNEY IS VOID IF ALTERED  
To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at [claimsnotice@bhsispecialty.com](mailto:claimsnotice@bhsispecialty.com), via fax to (617) 507-8259, or via mail.

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)**

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

**NATIONAL INDEMNITY COMPANY (BY-LAWS)**

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

**NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)**

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.



## **PERFORMANCE BOND**

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

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the County of Riverside ("County") by action of the Board of Supervisors has awarded Construction Contract Number EZIQC-GKK-FM08220008745.00 ("Contract") to gkkworks Construction Services, Inc. as Principal ("Principal") to perform the work ("Work") for the Riverside Downtown Law Building Security System Replacement project, which Contract is by this reference hereby incorporated herein and made a part hereof;

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

NOW THEREFORE, we, the Principal and Berkshire Hathaway Specialty Insurance 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 Two Hundred Ninety Six Thousand Two Hundred Thirty Two and 09/100 Dollars (\$ 296,232.09), this amount being not less than one hundred percent (100%) of the total sum payable by County under the Contract at the time the Contract is awarded by County to the Principal, lawful money of the United States of America, for the payment of which sum well and truly to be made, we, Principal and Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

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

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

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

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

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

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

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

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

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

**Affix Seal if Corporation**

---

gkkworks Construction Services, Inc.

(Firm Name – Principal)

2355 Main Street, Suite 220

Irvine, CA 92614

(Business Address)

By

(Original Signature)

JOHN WILLIS

SENIOR PROJECT MANAGER

(Title)

Berkshire Hathaway Specialty Insurance Company

(Corporation Name – Surety)

1314 Douglas Street, Suite 1400

Omaha, NE 68102-1944 (402) 916-3000

(Business Address)

By

(Signature – Attached Notary's Acknowledgment)

Rebecca S. Leal

ATTORNEY-IN-FACT

(Title-Attach Power of Attorney)

Affix Corporate Seal

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

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

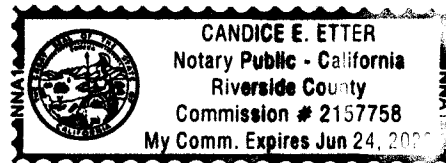
Civil Code § 1189

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

State of California  
 County of Riverside  
 On March 14, 2019 before me, Candice E. Etter, Notary Public  
 personally appeared John Willis  
Date Name and Title of Notary Name and or Names of Signer(s)

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

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



Witness my hand and official seal.

Signature Candice E. Etter  
Notary Public Signature

Place Notary Public Seal Above

## OPTIONAL

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

### Description of Attached Document

Title or Type of Document \_\_\_\_\_

Document Date \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

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

Signer is representing \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb

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

Signer is representing \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

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

State of Missouri

County of Jackson

On March 12, 2019 before me, Kelli E. Housworth, Notary Public

personally appeared Rebecca S. Leal

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 Kelli E. Housworth  
Kelli E. Housworth Notary Public Signature

KELLI E. HOUSWORTH  
NOTARY PUBLIC-NOTARY SEAL  
STATE OF MISSOURI  
JACKSON COUNTY  
MY COMMISSION EXPIRES 9/14/2021  
COMMISSION # 17042500

Place Notary Public Seal Above

OPTIONAL

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

Description of Attached Document

Title or Type of Document \_\_\_\_\_

Document Date \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer's Name: \_\_\_\_\_

- ☐ Individual
- ☐ Corporate Officer – Title(s): \_\_\_\_\_
- ☐ Partner - ☐ Limited ☐ General
- ☐ Guardian or Conservator
- ☒ Attorney-in-Fact
- ☐ Trustee
- ☐ Other: \_\_\_\_\_

Signer is representing \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb

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

Signer is representing \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb



Berkshire Hathaway  
Specialty Insurance

47-SUR-300100-01-0009

## Power Of Attorney

### BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY NATIONAL INDEMNITY COMPANY / NATIONAL LIABILITY & FIRE INSURANCE COMPANY

Know all men by these presents, that **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at One Lincoln Street, 23rd Floor, Boston, Massachusetts 02111, **NATIONAL INDEMNITY COMPANY**, a corporation existing under and by virtue of the laws of the State of Nebraska and having an office at 3024 Harney Street, Omaha, Nebraska 68131 and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, a corporation existing under and by virtue of the laws of the State of Connecticut and having an office at 100 First Stamford Place, Stamford, Connecticut 06902 (hereinafter collectively the "Companies"), pursuant to and by the authority granted as set forth herein, do hereby name, constitute and appoint: **Rebecca S. Leal, Jeffrey C. Carey, Charles R. Teter, Tahitia M. Fry, C. Stephens Griggs, Patrick T. Pribyl, Evan D. Sizemore, 444 W. 47th Street, Suite 900 of the city of Kansas City, State of Missouri**, their true and lawful attorney(s)-in-fact to make, execute, seal, acknowledge, and deliver, for and on their behalf as surety and as their act and deed, any and all undertakings, bonds, or other such writings obligatory in the nature thereof, in pursuance of these presents, the execution of which shall be as binding upon the Companies as if it has been duly signed and executed by their regularly elected officers in their own proper persons. **This authority for the Attorney-in-Fact shall be limited to the execution of the attached bond(s) or other such writings obligatory in the nature thereof.**

In witness whereof, this Power of Attorney has been subscribed by an authorized officer of the Companies, and the corporate seals of the Companies have been affixed hereto this date of December 20, 2018. This Power of Attorney is made and executed pursuant to and by authority of the Bylaws, Resolutions of the Board of Directors, and other Authorizations of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, which are in full force and effect, each reading as appears on the back page of this Power of Attorney, respectively.

**BERKSHIRE HATHAWAY SPECIALTY  
INSURANCE COMPANY,**

By:

David Fields, Executive Vice President



**NATIONAL INDEMNITY COMPANY,  
NATIONAL LIABILITY & FIRE INSURANCE COMPANY,**

By:

David Fields, Vice President

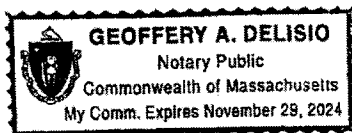


#### NOTARY

State of Massachusetts, County of Suffolk, ss:

On this 20th day of December, 2018, before me appeared David Fields, Executive Vice President of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY** and Vice President of **NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, who being duly sworn, says that his capacity is as designated above for such Companies; that he knows the corporate seals of the Companies; that the seals affixed to the foregoing instrument are such corporate seals; that they were affixed by order of the board of directors or other governing body of said Companies pursuant to its Bylaws, Resolutions and other Authorizations, and that he signed said instrument in that capacity of said Companies.

[Notary Seal]



Notary Public

I, Ralph Tortorella, the undersigned, Officer of **BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY, NATIONAL INDEMNITY COMPANY** and **NATIONAL LIABILITY & FIRE INSURANCE COMPANY**, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies which is in full force and effect and has not been revoked. IN TESTIMONY WHEREOF, see hereunto affixed the seals of said Companies this



Officer

To verify the authenticity of this Power of Attorney please contact us at: BH&F Surety Department, Berkshire Hathaway Specialty Insurance Company, One Lincoln Street, 23rd Floor Boston, MA 02111 | (770) 625-2516 or by email at [Jennifer.Porter@bhspecialty.com](mailto:Jennifer.Porter@bhspecialty.com). **THIS POWER OF ATTORNEY IS VOID IF ALTERED**  
To notify us of a claim please contact us on our 24-hour toll free number at (855) 453-9675, via email at [claimsnotice@bhspecialty.com](mailto:claimsnotice@bhspecialty.com), via fax to (617) 507-8259, or via mail.

**BERKSHIRE HATHAWAY SPECIALTY INSURANCE COMPANY (BYLAWS)**

ARTICLE V.

CORPORATE ACTIONS

....

EXECUTION OF DOCUMENTS:

....

Section 6.(b) The President, any Vice President or the Secretary, shall have the power and authority:

- (1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company bonds and other undertakings, and
- (2) To remove at any time any such Attorney-in-fact and revoke the authority given him.

**NATIONAL INDEMNITY COMPANY (BY-LAWS)**

Section 4. Officers, Agents, and Employees:

A. The officers shall be a President, one or more Vice Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, and one or more Assistant Treasurers none of whom shall be required to be shareholders or Directors and each of whom shall be elected annually by the Board of Directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the Board of Directors, and shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the Board of Directors; and the Board of Directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the corporation.

**NATIONAL INDEMNITY COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BY-LAWS)**

ARTICLE IV

Officers

Section 1. Officers, Agents and Employees:

A. The officers shall be a president, one or more vice presidents, one or more assistant vice presidents, a secretary, one or more assistant secretaries, a treasurer, and one or more assistant treasurers, none of whom shall be required to be shareholders or directors, and each of whom shall be elected annually by the board of directors at each annual meeting to serve a term of office of one year or until a successor has been elected and qualified, may serve successive terms of office, may be removed from office at any time for or without cause by a vote of a majority of the board of directors. The president and secretary shall be different individuals. Election or appointment of an officer or agent shall not create contract rights. The officers of the Corporation shall have such powers and rights and be charged with such duties and obligations as usually are vested in and pertain to such office or as may be directed from time to time by the board of directors; and the board of directors or the officers may from time to time appoint, discharge, engage, or remove such agents and employees as may be appropriate, convenient, or necessary to the affairs and business of the Corporation.

**NATIONAL LIABILITY & FIRE INSURANCE COMPANY (BOARD RESOLUTION ADOPTED AUGUST 6, 2014)**

RESOLVED, That the President, any Vice President or the Secretary, shall have the power and authority to (1) appoint Attorneys-in-fact, and to authorize them to execute on behalf of this Company bonds and other undertakings and (2) remove at any time any such Attorney-in-fact and revoke the authority given.

STATE OF CALIFORNIA  
DEPARTMENT OF INSURANCE  
SAN FRANCISCO

Amended  
Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

**Berkshire Hathaway Specialty Insurance Company**

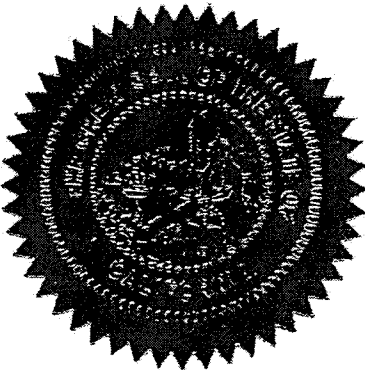
*of Nebraska, organized under the laws of Nebraska, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:*

**Fire, Marine, Surety, Disability, Plate Glass, Liability, Workers' Compensation,  
Common Carrier Liability, Boiler and Machinery, Burglary,  
Sprinkler, Automobile, Aircraft, and Miscellaneous**

*as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.*

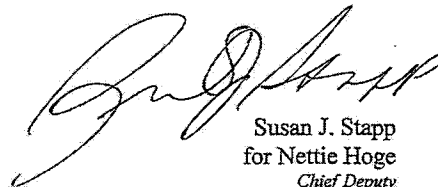
THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 4<sup>th</sup> day of September, 2015, I have hereunto set my hand and caused my official seal to be affixed this 4<sup>th</sup> day of September, 2015.



Dave Jones  
Insurance Commissioner

By

  
Susan J. Stapp  
for Nettie Hoge  
Chief Deputy

**NOTICE:**

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



## CONTRACTOR'S CERTIFICATE REGARDING WORKERS' COMPENSATION

Labor Code Section 3700 states:

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

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

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

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

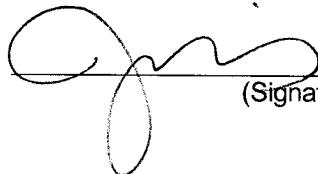
For purposes of this section, 'state' shall include the superior courts of California."

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

gkkworks Construction Services  
(Name of Contractor)

By: \_\_\_\_\_

John Willis  
(Name of Signer)

  
(Signature)

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2019

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

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

<b>PRODUCER</b> Lockton Companies 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
<b>INSURED</b> 1321212 GKKWORKS CONSTRUCTION SERVICES 2355 MAIN STREET, SUITE 220 IRVINE CA 92614	<b>E-MAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Zurich American Insurance Company	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		

**COVERAGES** **CERTIFICATE NUMBER:** 15698548 **REVISION NUMBER:** XXXXXXXX

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	Y	N	GLO7187993	8/29/2018	8/29/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	N	BAP7187994	8/29/2018	8/29/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	WC7187995	8/29/2018	8/29/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
THIS CERTIFICATE SUPERSEDES ALL PREVIOUSLY ISSUED CERTIFICATES FOR THIS HOLDER, APPLICABLE TO THE CARRIERS LISTED AND THE POLICY TERM(S) REFERENCED.  
THE COUNTY OF RIVERSIDE IS AN ADDITIONAL INSURED AS RESPECTS GENERAL LIABILITY AND AUTO LIABILITY, AS REQUIRED BY WRITTEN CONTRACT.

**CERTIFICATE HOLDER**

15698548  
ECONOMIC DEVELOPMENT AGENCY  
COUNTY OF RIVERSIDE  
3403 TENTH ST., SUITE 400  
RIVERSIDE CA 92501

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

## DECLARATION OF SUFFICIENCY OF FUNDS

(California Labor Code Section 2810)

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

1. The Contractor's employer identification number for state tax purposes is 33-0779573

2. The Contractor's workers' compensation insurance policy number is WC 7187985 and the name, address, and telephone number of the insurance carrier providing said insurance is: ZURICH AMERICAN INSURANCE  
777 S. FIGUEROA ST, STE 3700, LOS ANGELES  
213) 270-0600

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

Vehicle	Vehicle ID #	Vehicle. Liability Insurance Policy Number (of policy covering vehicle)	Name, Address and Telephone Number of Vehicle Liability Insurance Carrier (issuing policy covering vehicle)
NONE			

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

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

<b>Total Number of Workers</b>	<b>Total Amount of Wages</b>	<b>Date(s) for Payment of Wages</b>
TBD		

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

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

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

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

<b>List of Independent Contractors</b>	<b>Current, local, state and federal contractor license identification number</b>
AK ELECTRIC	TBD
JAMES KING MASONRY	TBD
INTRELLINER	TBD

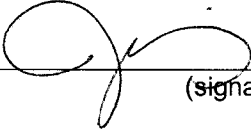
8. Check only one of the following boxes, as applicable:

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

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

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

I, the undersigned, declare under penalty of perjury that the foregoing statements are within my personal knowledge and are true and correct. Executed on this 14 day of March, in the year 2019 at Riverside, California.

  
(signature)

John Willis

Type Name of Signer:

Gkkworks Construction Services

Type Name of Bidder:

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

(LONG FORM)

**TABLE OF CONTENTS**

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

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

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



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

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

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

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

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

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

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

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



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

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

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

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

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

(LONG FORM)

**ARTICLE 1**  
**GENERAL PROVISIONS**

**1.1 DEFINITIONS-GENERAL**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

.1 that are the result of

(1) Differing Site Conditions,

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

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

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

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

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

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

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

.1 that is the result of

(a) a Compensable Change,

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

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

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

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

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

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

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

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

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

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

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

.2 NJPA Addenda;

.3 NJPA Membership Agreement;



- .4 NJPA Indefinite Quantity Construction Agreement;
- .5 NJPA IFB;
- .6 NJPA Book 1 (Project Information, Instructions to Bidders & Execution Documents);
- .7 NJPA Book 2-IQCC Standard Terms and Conditions and General Conditions (**EZIQC General Conditions**);
- .8 EZIQC Work Order & Detailed Scope Documents
- .9 Supplemental General Conditions of the Standard Form EZIQC-Work Order Contract Between County and Contractor (**Supplemental EZIQC General Conditions**)
- 10. Construction Task Catalogue (CTC) (General Construction (B), July 2013
- .11 Change Orders;
- .12 Unilateral Change Orders;
- .13 Construction Change Directives;
- .14 Safety Program;
- .15 other documents that comprise exhibits, attachments or riders to the documents listed in preceding Subparagraph 1.1.35.1 through Subparagraph 1.1.35.11, above;
- .16 executed Declaration of Sufficiency of Funds;
- .17 Modifications;
- .18 Reference Documents; and

.19 if the NJPA Bidding Documents limit bidding to Prequalified Bidders, those written representations, obligations or responsibilities made, acknowledged or assumed by the Bidder as part of the applicable Prequalification conducted by NJPA, including, without limitation, any continuing obligations assumed by Contractor to disclose false or misleading information, report changes in ownership or management and comply with minimum safety requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

§§ 655 and 657]; the Residential Lead-Based Paint Exposure Act (Title X of the Housing and Community Development Act of 1992) [15 U.S.C.A. §§ 2681 et seq.]; the Lead-Based Paint Poisoning Prevention Act [42 U.S.C.A. §§ 4821 et seq.]; the Federal Endangered Species Act, the California Endangered Species Act, the Migratory Bird Treaty Act, the National Environmental Policy Act, the California Environmental Quality Act, Porter Cologne Water Quality Act (California Water Code §§ 13000 et seq), and all similar federal, state or local laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **1.2 CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

.3 Addenda;

.4 Work Order

.5 EZIQC Contract;

.6EZIQC General Conditions EZIQC Supplementary General Conditions;

.7 General Requirements;

.8 Specifications;

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

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

.11 Reference Documents.

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

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

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

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

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

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

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

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

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

## **ARTICLE 2 COUNTY RIGHTS AND OBLIGATIONS**

### **2.1 INFORMATION, APPROVALS AND SERVICES REQUIRED OF COUNTY**

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

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

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

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

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

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



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

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

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

## **2.2 COUNTY'S RIGHT TO STOP THE WORK**

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

## **2.3 COUNTY'S RIGHT TO CARRY OUT THE WORK**

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

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

## **2.4 ACCOUNTING, RECORDS AND AUDIT**

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

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

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 Work 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 Work Order and associated Change Order shall be executed deleting such materials, products or equipment from the Work thereby offsetting the value of the original Work 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 NJPA Indefinite Quantity Construction Agreement constitutes its representation, acknowledgement and agreement that it had sufficient time, access and opportunity prior to the Bid Closing Deadline to conduct a careful and thorough examination, to its satisfaction, of:

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

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

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

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

#### **3.2.2 Contract Adjustments.**

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

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

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

(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 associated Supplemental Work 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 Work Change Order and/or Change Request in accordance with the requirements of Article 7, below, setting forth the particulars of its request for Contract Adjustment via a Supplemental Work Order on account of such Extra Work.

(2) **Compensable Delay.** There shall be no Supplemental Work Order to the Work Order Amount or Work 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 Work Order on account of such Compensable Delay.

(3) **Differing Site Conditions.** The Contractor's right to a Supplemental Work 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 Work Order Approval was either reviewed by Contractor or was available to Contractor for review prior to the Work 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 Work Order and or Supplemental Work Order Adjustment may involve, relate to or arise out of a Design Discrepancy, be governed by the provisions of the Work Order Contract Documents setting forth the Contractor's right to Work Order and or Supplemental Work 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 WORK 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 WORK ORDER APPROVAL;

(2) ALTHOUGH NOT ACTUALLY DISCOVERED BY CONTRACTOR PRIOR TO THE WORK 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 WORK 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 Work 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 the EZIQC Program, the County will notify the Gordian Group Project Manager (Gordian PM) of a proposed Work Order Project.

.2                    Upon receipt of this notification, the Gordian PM shall work with the County representative to select a Contractor with a current, approved NJPA Indefinite Quantity Construction Agreement who is best suited and able to respond to the needs of the County within two working days by:

- (1)            Establishing verbal contact with the County and the Gordian PM to further define the scope of the proposed Work Order, and
- (2)            Visiting the proposed work site in the company of a County representative and the Gordian PM, 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 Gordian PM 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 and the Gordian PM.



(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 and the Gordian PM.

(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 to all EZIQC Contracts. Failure to comply with these time limits may result in termination of the subject EZIQC Contract.

(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 EZIQC Contract may be negotiated into this EZIQC Contract as needs arise. Such work requirements shall be incorporated into and made a part of this EZIQC Contract and the Work Order to which they pertain, and may be incorporated into the Construction Task Catalog if determined appropriate by the NJPA at the base price determined in this article. Non-prepriced work requirements shall be separately identified and submitted in the Work 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).