

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



ITEM: 3.12
(ID # 13701)

MEETING DATE:
Tuesday, October 20, 2020

FROM: FACILITIES MANAGEMENT AND SHERIFF'S DEPARTMENT:

SUBJECT: FACILITIES MANAGEMENT (FM) AND SHERIFF'S DEPARTMENT: Criminal Justice Building Air Handling & Duct Cleaning Project – California Environmental Quality Act Exempt, Approval of In-Principle, Preliminary Project Budget and Construction Contract with Vincor Construction, Inc., District 2. [\$572,451 - Sheriff's Department Funds to be Reimbursed by CARES Act - 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Criminal Justice Building Air Handling & Duct Cleaning (CJB Air Handler & Duct Cleaning) Project for inclusion in the Capital Improvement Program (CIP);
2. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities Exemption, Section 15302 Class 2 Replacement or Reconstruction Exemption, and Section 15061 (b)(3) "Common Sense" Exemption;
3. Approve in-principle, the CJB Air Handler & Duct Cleaning Project located at 4095 Lemon Street in Riverside; for the cleaning, sanitizing, replacing and coating of the mechanical ductwork for the existing air handler units;

Continued on Page 2

ACTION: Policy, CIP


Rose Salgado, Director of Facilities Management 10/13/2020



Robert Gunzel, Assistant Sheriff 10/13/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Spiegel, seconded by Supervisor Hewitt 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: October 20, 2020
xc: FM, Sheriff

Kecia R. 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:

4. Approve a preliminary project budget in the not to exceed amount of \$572,451 for the Project;
5. Authorize the use of Sheriff's Department Funds to be reimbursed by CARES Act, not to exceed \$572,451, including reimbursement to Facilities Management (FM) for incurred project related expenses;
6. Authorize the use of the Easy Indefinite Quantity Construction (EZIQC) contracting sponsored by Sourcewell (formerly known as National Joint Powers Alliance) for a construction contract with Vincor Construction, Inc. (Vincor) of Brea, California, to complete the CJB Air Handler Cleaning Project;
7. Approve the attached construction contract between the County of Riverside (County) and Vincor in the amount of \$449,840 and authorize the Chairman of the Board (Chairman) to execute the contract on behalf of the County;
8. Authorize the Director of Facilities Management (FM) to administer the construction contract with Vincor in accordance with applicable Board policies;
9. Delegate project management authority for the Project to the Director of Facilities Management in accordance with applicable Board policies, including the authority to utilize consultants on the approved pre-qualified list for services in connection with the Project, and are within the approved project budget; and
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 \$572,451.

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 572,451	\$ 0	\$ 572,451	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Sheriff's Department Funds to be Reimbursed by CARES Act - 100%			Budget Adjustment: No	
			For Fiscal Year: 2020/21	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The Sheriff's Department has occupied the Criminal Justice Building in downtown Riverside since its construction in the 1950s. Two air handler units were part of the original building construction and due to the age of the units, the interior lining has exhibited severe deterioration, affecting the air flow to the building. The scope of work for the project, includes but is not limited to: cleaning, sanitizing, replacing and coating of the mechanical ductwork for the existing air handler units. All work shall be performed by experienced and qualified personnel in accordance with standards and guidelines as set by the National Air Duct Cleaners Association (NADCA) and the Division of Occupational Safety and Health (Cal/OSHA).

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 FM to contract quickly and expedite work.

Vincor, an approved EZIQC contractor, reviewed the plans and scope of work and walked the site with County personnel. Vincor submitted their proposal in accordance with the EZIQC contract in the amount of \$449,840 for the Project.

FM recommends the Board approve the CJB Air Handler & Duct Cleaning Project; the preliminary project budget in the amount not to exceed of \$572,451, and the construction contract with Vincor to expedite the delivery of the project and meet project schedule commitments.

Pursuant to CEQA, the CJB Air Handler & Duct Cleaning Project was reviewed and determined to be categorically exempt under State CEQA Guidelines Sections 15301 Existing Facilities Exemption; Section 15302 Replacement or Reconstruction; and Section 15061(b)(3), General Rule or "Common Sense" Exemption.

(Continued)

BACKGROUND:

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

Summary (Continued)

With certainty, there is no possibility that the Project may have a significant effect on the environment. The Project, as proposed, is limited to interior alterations, which consists of the cleaning, sanitizing, replacing and coating the mechanical ductwork for the air handler units in the existing facility. The use of the facility would not change and would not result in an increase in capacity or intensity of use. No direct or indirect impacts would occur. A Notice of Exemption will be filed by FM staff with the County Clerk within five days of Board approval.

Impact on Residents and Businesses

The CJB Air Handler & Duct Cleaning Project will enhance the safety staff and reduce the spread of COVID-19. Construction will be scheduled to minimize any impact to the daily operations of the facility.

Contract History and Price Reasonableness

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

Additional Fiscal Information

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

PROJECT BUDGET LINE ITEMS	CATEGORY	PROJECT BUDGET AMOUNT
Architectural Design	1	0
Construction Management	2	0
Construction Contract	3	450,000
Offsite Construction	4	0
Project Management	5	20,410
Fixtures, Furnishings, Equipment	6	0
Other Soft Costs / Specialty Consultants	7	5,000
Project Contingency	8	52,041
Minor Construction	9	45,000
Preliminary Project Budget		\$ 572,451

(Continued)

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

Additional Fiscal Information (Continued)

All costs associated with this Board action will be 100% funded with Sheriff's Department Funds to be reimbursed by CARES Act. All funding shall be expended in FY 2020/21.

Attachment:

- Construction Contract with Vincor Construction, Inc.

RS:VC:SP:JA:FG;sc;mg FM08250010708 MT# 13701
G:\Project Management Office\FORM 11'S\FORM 11's_In Process\13701_D1 - 010708 - Sheriff CJB Air Handler & Duct Cleaning
Proj - Approval In-Princ, PrelimProjBdgt, Construc Contract-Vincor_102020.doc


Teresa Summers, Director of Purchasing 10/12/2020


Steven Atkeson 10/14/2020


Gregory F. Priarios, Director County Counsel 10/14/2020

MINUTES OF THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA



3.6

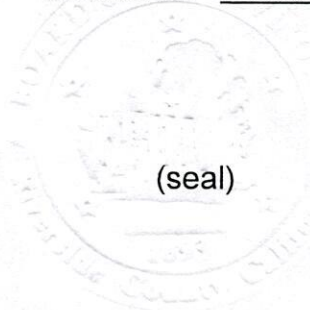
(MT 12977)

On motion of Supervisor Jeffries, seconded by Supervisor Spiegel and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from the Executive Office regarding approval of Criminal Justice Building Air Handling & Duct Cleaning Project - California Environmental Quality Act Exempt, Approval of In-Principle, Preliminary Project Budget and Construction Contract with Vincor Construction, Inc., is continued to Tuesday, October 20, 2020 at 9:30 a.m. or as soon as possible thereafter.

Roll Call:

Ayes: Jeffries, Spiegel, Washington and Perez
Nays: None
Away: Hewitt

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on October 6, 2020 of Supervisors Minutes.



(seal)

WITNESS my hand and the seal of the Board of Supervisors
Dated: October 6, 2020
Kecia R. Harper, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

By: [Signature] Deputy

AGENDA NO.
3.6

xc: COB

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



ITEM: 3.6
(ID # 12977)

MEETING DATE:
Tuesday, October 06, 2020

FROM : FACILITIES MANAGEMENT AND SHERIFF'S DEPARTMENT :

SUBJECT: FACILITIES MANAGEMENT (FM) AND SHERIFF'S DEPARTMENT: Criminal Justice Building Air Handling & Duct Cleaning Project – California Environmental Quality Act Exempt, Approval of In-Principle, Preliminary Project Budget and Construction Contract with Vincor Construction, Inc., District 2. [\$572,451 - Sheriff's Department Funds to be Reimbursed by CARES Act - 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Criminal Justice Building Air Handling & Duct Cleaning (CJB Air Handler & Duct Cleaning) Project for inclusion in the Capital Improvement Program (CIP);
2. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15301, Existing Facilities Exemption, Section 15302 Class 2 Replacement or Reconstruction Exemption, and Section 15061 (b)(3) "Common Sense" Exemption;

Continued on Page 2

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Approve in-principle, the CJB Air Handler & Duct Cleaning Project located at 4095 Lemon Street in Riverside; for the cleaning, sanitizing, replacing and coating of the mechanical ductwork for the existing air handler units;
4. Approve a preliminary project budget in the not to exceed amount of \$572,451 for the Project;
5. Authorize the use of Sheriff's Department Funds to be reimbursed by CARES Act, not to exceed \$572,451, including reimbursement to Facilities Management (FM) for incurred project related expenses;
6. Authorize the use of the Easy Indefinite Quantity Construction (EZIQC) contracting sponsored by Sourcewell (formerly known as National Joint Powers Alliance) for a construction contract with Vincor Construction, Inc. (Vincor) of Brea, California, to complete the CJB Air Handler Cleaning Project;
7. Approve the attached construction contract between the County of Riverside (County) and Vincor in the amount of \$449,840 and authorize the Chairman of the Board (Chairman) to execute the contract on behalf of the County;
8. Authorize the Director of Facilities Management (FM) to administer the construction contract with Vincor in accordance with applicable Board policies;
9. Delegate project management authority for the Project to the Director of Facilities Management in accordance with applicable Board policies, including the authority to utilize consultants on the approved pre-qualified list for services in connection with the Project, and are within the approved project budget; and
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 \$572,451.

ACTION:Policy, CIP


Rose Salgado, Director of Facilities Management 9/24/2020


Robert Gunzel, Assistant Sheriff 9/25/2020

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

MINUTES OF THE BOARD OF SUPERVISORS

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

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 572,451	\$ 0	\$ 572,451	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: Sheriff's Department Funds to be Reimbursed by CARES Act - 100%			Budget Adjustment: No	
			For Fiscal Year: 2020/21	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

The Sheriff's Department has occupied the Criminal Justice Building in downtown Riverside since its construction in the 1950s. Two air handler units were part of the original building construction and due to the age of the units, the interior lining has exhibited severe deterioration, affecting the air flow to the building. The scope of work for the project, includes but is not limited to: cleaning, sanitizing, replacing and coating of the mechanical ductwork for the existing air handler units. All work shall be performed by experienced and qualified personnel in accordance with standards and guidelines as set by the National Air Duct Cleaners Association (NADCA) and the Division of Occupational Safety and Health (Cal/OSHA).

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 FM to contract quickly and expedite work.

Vincor, an approved EZIQC contractor, reviewed the plans and scope of work and walked the site with County personnel. Vincor submitted their proposal in accordance with the EZIQC contract in the amount of \$449,840 for the Project.

FM recommends the Board approve the CJB Air Handler & Duct Cleaning Project; the preliminary project budget in the amount not to exceed of \$572,451, and the construction contract with Vincor to expedite the delivery of the project and meet project schedule commitments.

Pursuant to CEQA, the CJB Air Handler & Duct Cleaning Project was reviewed and determined to be categorically exempt under State CEQA Guidelines Sections 15301 Existing Facilities Exemption; Section 15302 Replacement or Reconstruction; and Section 15061(b)(3), General Rule or "Common Sense" Exemption.

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

(Continued)

BACKGROUND:

Summary (Continued)

With certainty, there is no possibility that the Project may have a significant effect on the environment. The Project, as proposed, is limited to interior alterations, which consists of the cleaning, sanitizing, replacing and coating the mechanical ductwork for the air handler units in the existing facility. The use of the facility would not change and would not result in an increase in capacity or intensity of use. No direct or indirect impacts would occur. A Notice of Exemption will be filed by FM staff with the County Clerk within five days of Board approval.

Impact on Residents and Businesses

The CJB Air Handler & Duct Cleaning Project will enhance the safety staff and reduce the spread of COVID-19. Construction will be scheduled to minimize any impact to the daily operations of the facility.

Contract History and Price Reasonableness

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

Additional Fiscal Information

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Preliminary Project Budget		\$ 572,451

(Continued)

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

Additional Fiscal Information (Continued)

All costs associated with this Board action will be 100% funded with Sheriff's Department Funds to be reimbursed by CARES Act. All funding shall be expended in FY 2020/21.

Attachment:

- Construction Contract with Vincor Construction, Inc.

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Proj - Approval In-Princ, PrelimProjBdgt, Construc Contract-Vincor_100620.doc


Teresa Summers, Director of Purchasing 9/23/2020


Steven Atkeson 9/30/2020


Gregory V. Priamos, Director County Counsel 9/29/2020

Riverside County
Facilities Management
3133 Mission Inn Avenue, Riverside, CA 92507

NOTICE OF EXEMPTION

July 21, 2020

Project Name: Sherriff CJB Air Handler Cleaning Project

Project Number: FM08250010708

Project Location: 4095 Lemon Street, south of 10th Street, Riverside, APN: 215-112-001

Description of Project: The Riverside County Sheriff's Department (Sheriff) has occupied the Criminal Justice Building (CJB) in downtown Riverside, located at 4095 Lemon Street, since its construction in the 1950s. Two air handler units were part of the original building construction and, due to the age of the units, the interior lining has exhibited severe deterioration, affecting the air flow to the building. The Sheriff is seeking to repair and replace the air handler units to make the system operate efficiently. The scope of work includes cleaning, sanitizing, replacing and coating of the mechanical ductwork for the existing air handler units. All work will be performed by experienced and qualified personnel in accordance with standards and guidelines as set by the National Air Duct Cleaners Association and the Division of Occupational Safety and Health.

The proposed Sheriff CJB Air Handler Cleaning Project includes the repair and replacement of the existing air handler system to maintain operational functionality. The repair and replacement of the air handler system at the CJB is identified as the proposed project under the California Environmental Quality Act (CEQA). The operation of the facility will continue to provide public services and will not result in an expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

Name of Person or Agency Carrying Out Project: Riverside County Facilities Management

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

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

OCT 20 2020 3.12

- **Section 15301 –Existing Facilities:** This Class 1 categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site’s use. The project, as proposed, is limited the repair and replacement of an existing utility system at an existing building to provide operational functionality. The use of the facility would continue to provide public services and would not result in a significant increase in capacity or intensity of use. Therefore, the project is exempt as it meets the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment. The proposed improvements will not result in any direct or indirect physical environmental impacts. The use of the facility would remain unchanged, continuing to provide public services. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

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

Signed:  _____ Date: 7-22-2020

Mike Sullivan, Senior Environmental Planner
County of Riverside, Facilities Management

EZIQC SPECIFICATIONS AND CONTRACT DOCUMENTS

FOR

FM08250010708

CRIMINAL JUSTICE BUILDING AIR HANDLING & DUCT CLEANING
PROJECT



PREPARED BY
COUNTY OF RIVERSIDE
FACILITIES MANAGEMENT
PROJECT MANAGEMENT OFFICE

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Construction Task Catalog & Technical Specifications (CD)	<u>ON FILE WITH FM</u>

**MEMBERSHIP AGREEMENT
PARTICIPATING MEMBER**



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

Witnesseth:

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

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

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

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

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

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

Term:

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

THEREFORE, IN WITNESS THEREOF,

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

Member Name:

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

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

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

NECIA HARPER-IHEM, Clerk
DEPUTY

FORM APPROVED COUNTY COUNSEL
BY: [Signature]
NEAL R. KIPNIS
DATE 7/22/11

09/21/2010

OCT 18 2011 3:13

ANNUAL RENEWAL AND MODIFICATION OF AGREEMENT

made by and between

Vincor Construction Inc.
2707 Saturn Street
Brea, CA 92821

and

Sourcewell
202 12th Street NE
PO Box 219
Staples, MN 56479
Phone: (218) 894-1930 or (888) 894-1930

Whereas: "Vendor" and "Sourcewell" have entered into 1) an "Acceptance of Bid and IFB CA-08-SL-B-B-030618-VCI" with an effective date of April 4, 2018, a maturity date of April 3, 2022, and which are subject to annual renewals at the option of both parties.

MODIFICATION: FIRST RENEWAL OPTION PERIOD

Pursuant to the agreement between the parties, the following are the Adjustment Factors for the next option period:

Base Year		
	Date	Index
1	March 2017	10277.62
2	April 2017	10678.15
3	May 2017	10692.17
4	June 2017	10707.81
5	July 2017	10789.26
6	August 2017	10841.56
7	September 2017	10822.82
8	October 2017	10817.11
9	November 2017	10870.06
10	December 2017	10873.56
11	January 2018	10878.01
12	February 2018	10889.17

Base Average
10761.4416

Option Year		
	Date	Index
1	March 2018	10958.79
2	April 2018	10971.91
3	May 2018	11012.77
4	June 2018	11067.00
5	July 2018	11116.07
6	August 2018	11124.49
7	September 2018	11169.87
8	October 2018	11169.68
9	November 2018	11183.93
10	December 2018	11185.44
11	January 2019	11205.73
12	February 2019	11217.90

Option Average
11115.2983

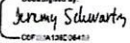
Price Adjustment: $\frac{\text{First Year Index Average}}{\text{Base Year Index Average}} = \frac{11115.2983}{10761.4416} = 1.0329$

	AWARD MULTIPLIER	x	PRICE ADJUSTMENT	=	OPTION MULTIPLIER
# CA-08-SL-B-B-030618-VCI					
Non Pre-Priced Adjustment Factor	1.1351		1.0000		1.1351
Normal Working Hours Prevailing Wage	1.0270		1.0329		1.0608
Normal Working Hours Non-Prevailing Wage	0.5405		1.0329		0.5583
Other Than Normal Working Hours Prevailing Wage	1.0271		1.0329		1.0609
Other Than Normal Working Hours Non-Prevailing Wage	0.5406		1.0329		0.5584

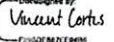
Now therefore:

"Vendor" and "Sourcewell" hereby desire and agree to extend and renew the above defined contracts and with the above identified modifications for the period of April 4, 2019 through April 3, 2020.

Sourcewell

By:  , Its: Director of Cooperative Contracts and Procurement/CPO
 Name printed or typed: Jeremy Schwartz
 Date: 2/25/2019 | 7:23 PM CST

Vincor Construction Inc. - #CA-08-SL-B-B-030618-VCI

By:  , Its: President
 Name printed or typed: Vincent Cortes
 Date: 2/25/2019 | 3:59 PM CST

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

Signature: _____, Date: _____



INDEFINITE QUANTITY CONSTRUCTION AGREEMENT

IFB NUMBER: CA08SLBB-030618

GEOGRAPHIC AREA State of California - Southland

This Agreement dated April 04, 2018, by and between the National Joint Powers Alliance, hereinafter referred to as NJPA and Vincor Construction, Inc.
at the following address 2651 Saturn Street, Brea, CA 92821

hereinafter referred to as the CONTRACTOR.

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

ARTICLE 1. CONTRACT DOCUMENTS

- A. Contract Documents: This Agreement; the IFB Documents; (Book 1 - Project Information, Instructions to Bidders and Execution Documents; Book 2 - IQCC Standard Terms and Conditions and General Conditions; Book 3 - Construction Task Catalog (CTC), Book 4 - Technical Specifications) and Addenda thereto, 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 an NJPA 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 an NJPA Member, provide notification to NJPA or their designated representative of each Purchase Order by forwarding a copy of the Purchase Order via email to PO@EZIQ.com or via facsimile to (864) 233-9100.
- D. The Contractor shall, within two (2) business days of sending an Invoice to an NJPA Member, provide notification to NJPA or their designated representative of each Invoice by forwarding a copy of the Invoice via email to Invoice@EZIQ.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 NJPA 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 \$ 4,700,000. This is only an estimate and may increase or decrease at the discretion of NJPA.
- B. The Contractor shall perform any or all Tasks in the Construction Task Catalog for the Unit Price appearing therein multiplied by the following Adjustment Factors:

TO BE ENTERED BY NJPA:

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

1.0270

(Specify to four (4) decimal places)

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

1.0271

(Specify to four (4) decimal places)

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

0.5405

(Specify to four (4) decimal places)

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

0.5406

(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. 1351
(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 NJPA to Contractor beyond the original three-year term if NJPA deems such action to be in the best interests of NJPA 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. NJPA may, for any reason, terminate this Agreement at any time.
- B. All Purchase Orders issued during a term of this Agreement shall be valid and in effect notwithstanding that the Detailed Scope of Work may be performed, payments may be made, and the guarantee period may continue, after such term has expired. All terms and conditions of the Agreement apply to each Purchase Order.

ARTICLE 5. SOFTWARE LICENSING

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

ARTICLE 6. IQCC SYSTEM LICENSE

- A. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Agreement or Gordian's contract with NJPA, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary IQCC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to NJPA and NJPA Members under this 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 NJPA expires or terminates, this IQCC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.
- B. Contractor acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets.

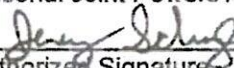
Contractor shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.

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

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

By:

National Joint Powers Alliance




Authorized Signature

Jeremy Schwartz-Director of Operations & Procurement/CPO

Print Name

Contractor



Authorized Signature

Vincent Cortes

Print Name

Contract Number: CA-08-SL-B-B-030618-VCI (assigned by NJPA)

Work Order Signature Document

EZIQC Contract No.: CA-08-SL-B-B-030618-VCI

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

Work Order Number.: ezlQC-VCI-FM08250010708.00 Work Order Date: 09/02/2020
 Work Order Title: CJB AHUs and Duct Cleaning-VCI
 Owner Name: County of Riverside Facilities Mgmt. Contractor Name: Vincor Construction Inc.
 Contact: Frank Gonzales Contact: John Kang
 Phone: (951) 955-8467 Phone: (714) 528-2900

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-08-SL-B-B-030618-VCI.
Brief Work Order Description:
 Cleaning, Sanitizing, Replacing and Coating Lining Serving Mechanical Ductwork at AHU-1 & AHU-2 at Criminal Justice Building.


Time of Performance Estimated Start Date: 09/23/2020
 Estimated Completion Date: 11/22/2020
Liquidated Damages Will apply: Will not apply:

Work Order Firm Fixed Price: \$449,839.65
 Owner Purchase Order Number: ezlQC-VCI-FM08250010708.00

Approvals



 County of Riverside Facilities Mgmt. Date: 9/14/2020



 Contractor Date: 9/2/2020

Detailed Scope of Work

To: John Kang
Vincor Construction, Inc.
2651 Saturn Street
Brea, CA 92821
(714) 528-2900

From: Frank Gonzales
County of Riverside Facilities Mgmt.
3133 Mission Inn Avenue
Riverside, CA 92507
(951) 955-8467

Date Printed: September 02, 2020

Work Order Number: ezIQC-VCI-FM08250010708.00

Work Order Title: CJB AHUs and Duct Cleaning-VCI

Brief Scope: Cleaning, Sanitizing, Replacing and Coating Lining Serving Mechanical Ductwork at AHU-1 & AHU-2 at Criminal Justice Building.

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 to perform cleaning and sanitizing of existing mechanical ductwork and units, and associated replacements and coating linings per the details provided below.

Contractor shall submit current letter from Surety for confirmation of Bonding Rates. Under Sourcewell's ezIQC 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. Any amount in excess of this rate shall be credited back to the Owner in a future supplemental.

In addition to submitting an ezIQC cost proposal, Contractor is required to submit a subcontractor listing in eGordian with dollar amounts and duties for any subcontractor that will perform more than one half of one percent (0.5%) of the job order amount. This is required with the Contractor's initial cost proposal. Any changes to the listed subcontractors requires authorization by the Owner.

The Contractor is advised that Liquidated Damages will apply to this project. Per Section 3.2 "Liquidated Damages to County" of the County of Riverside's ezIQC Work Order Construction Contract, which the Contractor shall be required to sign, liquidated damages shall be assessed if the Contractor fails to achieve Substantial Completion by the date specified within that contract. The daily rate for liquidated damages shall also be specified in that contract.

The following specific items will be field verified:

Contractor is required to place 6 Mil Plastic Sheeting (Task #01 56 16 00-0003) and 46 Mil Fiberboard (Task #01 56 16 00-0080) daily in the areas where ducts are being cleaned. If this is not completed daily, a credit will be issued to the Owner in a future supplemental for work not performed.

Contractor is required to remove and install new 2 LF of Flex Duct Connector (Task #23 33 43 00-0001) per each grille/diffuser/register. If the existing connectors are not removed and new ones installed, a credit will be issued to the Owner in a future supplemental for work not performed.

Detailed Scope of Work Continues..

Work Order Number: ezIQC-VCI-FM08250010708.00
Work Order Title: CJB AHUs and Duct Cleaning-VCI

Scope of Work includes the following items:

1. Provide all personnel, equipment and materials for the removal of visible debris and contaminants from within the following Heating, Ventilating, and Air Conditioning (HVAC) systems/components, for AHU-1 and AHU-2 serving all floors throughout the building.
2. Cleaning to include Supply/Return HVAC system/coils/drain pans/plenums, Supply/Return Main and Branch ductwork, Interior Dampers, Louvers, Turning Vanes, supply/return registers, Grills, and diffusers. Horizontal and vertical supply, return main ducts and branch ductwork served by the systems.
3. All cleaning methods used will be per the current National Air Duct Cleaners Association (NADCA) Standards, and will comply with all standards set forth. Vacuuming will be done using High Efficiency Particulate Arrestor (HEPA) filtered collection vacuums. Ductwork will be cleaned under negative pressure.
4. Provide necessary protection to avoid cross contamination within the building spaces, i.e., cover desks, containment barriers, etc. All furnishings and equipment will be protected with plastic while work is being performed. Electrical equipment, sensors and control devices shall be masked, or blocked off where required for protection from water or chemicals.
5. All interior walls and plenums shall be brushed and vacuumed by hand. Unline metal walls and plenums shall be washed with a mild detergent.
6. All coils, condensers, evaporators, hot or cold shall be coated with a product recommended by the manufacturer and then pressure washed from both sides. Cleaning shall be repeated as needed until blockages are eliminated and rinse water appears clean.
7. Fans and housing will be scraped and wire brushed to remove visible debris. They will be pressure washed with paint safe detergent. Precautions will be taken to ensure no detergent gets into bearings, and that balancing clips are not removed.
8. All interior dampers filter racks and filter frames shall be cleaned with stiff bristle or wire brush. They shall then be vacuumed and cleaned with mild paint safe detergent or degreaser and pressure washed as needed.
9. Wet or severely deteriorated fiberglass insulation will be removed and replaced with new insulation and then encapsulated after.
10. Remove and replace insulation in Supply Fan's and encapsulate as required.
11. Install filter media and removal of filter media.
12. Rusted areas inside of air handler shall be brushed and vacuumed by hand. This shall include condensate drain pan, fan scrolls, interior walls and dampers.
13. All registers and diffusers shall be removed and cleaned with a mild detergent. Those that are not easily removed or accessible will be cleaned in place.
14. All ductwork shall be cleaned by manual brushing, compressed air, lightweight agitator head with compressed air, light brush agitation, or vibration agitation, or a combination of any of the above. All duct to be opened so the interior is as visible as possible. All agitation of contaminants shall be accompanied by negative air pressure created by a negative air machine using a HEPA filter.
15. Access needed for proper cleaning shall be cut into rigid metal ducts at elbows and approximately every 15 feet. Holes shall be sized as appropriate to allow cleaning and visual inspection inside duct. All access holes made in ducts for cleaning purposes shall be sealed with galvanized sheet metal panels of the same or heavier gauge metal as the duct.

Detailed Scope of Work Continues..

Work Order Number: ezIQC-VCI-FM08250010708.00
Work Order Title: CJB AHUs and Duct Cleaning-VCI

16. All flexible ducts shall be disconnected at joints and registers for cleaning. Flexible duct lengths of over 15 feet shall be cut at intervals not exceeding 15 feet.

17. All interior dampers and turning vanes shall be cleaned with a stiff bristle brush and then vacuumed.

18. Provide before and after photographs of the system.

19. Work will be performed during times suitable to client Mon – Friday, evening shifts. Existing HVAC systems will remain in working condition during the normal working week.

Clarifications:

Any additional work due to unforeseen conditions will be treated as a supplemental to the work order.

Excludes any design, engineering, permit and plan check related fees.

Excludes any ACM testing and/or abatement.

Excludes air balancing, any repairs such as broken ductwork, belts, actuators, dampers, etc.. of the existing system.

Subject to the terms and conditions of JOC Contract **CA-08-SL-B-B-030618-VCI**.


Contractor

9/2/2020
Date


County of Riverside Facilities Mgmt.

9/14/2020
Date

Contractor's Price Proposal - Summary

Date: September 02, 2020

Re: IQC Master Contract #: CA-08-SL-B-B-030618-VCI
Work Order #: ezIQC-VCI-FM08250010708.00
Owner PO #: ezIQC-VCI-FM08250010708.00
Title: CJB AHUs and Duct Cleaning-VCI
Contractor: Vincor Construction Inc.
Proposal Value: \$449,839.65

No Category Input **\$449,839.65**

Proposal Total **\$449,839.65**

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: September 02, 2020

Re: IQC Master Contract #: CA-08-SL-B-B-030618-VCI
 Work Order #: eziQC-VCI-FM08250010708.00
 Owner PO #: eziQC-VCI-FM08250010708.00
 Title: CJB AHUs and Duct Cleaning-VCI
 Contractor: Vincor Construction Inc.
 Proposal Value: \$449,839.65

Sect.	Item	Mod.	UOM	Description	Line Total										
Labor	Equip.	Material	(Excludes)												
No Category Input															
1	01 22 16 00 0002		EA	Reimbursable Fees Reimbursable Fees will be paid to the contractor for eligible costs. The base cost of the Reimbursable Fee is \$1.00. Insert the appropriate quantity to adjust the base cost to the actual Reimbursable Fee (e.g. quantity of 125 = \$125.00 Reimbursable Fee). If there are multiple Reimbursable Fees, list each one separately and add a comment in the "note" block to identify the Reimbursable Fee (e.g. sidewalk closure, road cut, various permits, extended warranty, expedited shipping costs, etc.). A copy of each receipt shall be submitted with the Price Proposal.	\$9,683.43										
				<table> <tr> <td>Installation</td> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td></td> <td>8,803.12 x</td> <td>1.00 x</td> <td>1.1000 =</td> <td>9,683.43</td> </tr> </table>	Installation	Quantity	Unit Price	Factor	Total		8,803.12 x	1.00 x	1.1000 =	9,683.43	
Installation	Quantity	Unit Price	Factor	Total											
	8,803.12 x	1.00 x	1.1000 =	9,683.43											
				BOND FEE - (\$440,156.22 X 2% = \$8,803.12)											
2	01 56 16 00 0003		SF	6 Mil, Plastic Sheeting, Applied To Floors	\$4,534.74										
				<table> <tr> <td>Installation</td> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td></td> <td>15,000.00 x</td> <td>0.28 x</td> <td>1.0797 =</td> <td>4,534.74</td> </tr> </table>	Installation	Quantity	Unit Price	Factor	Total		15,000.00 x	0.28 x	1.0797 =	4,534.74	
Installation	Quantity	Unit Price	Factor	Total											
	15,000.00 x	0.28 x	1.0797 =	4,534.74											
				PROTECT EXISTING - DAILY SET UP AND REMOVAL - (500' X 30 DAYS = 15000)											
3	01 56 16 00 0080		LF	38" Wide, 46 Mil Fiberboard, Ram Board® For Temporary Floor Protection	\$2,558.89										
				<table> <tr> <td>Installation</td> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td></td> <td>3,000.00 x</td> <td>0.79 x</td> <td>1.0797 =</td> <td>2,558.89</td> </tr> </table>	Installation	Quantity	Unit Price	Factor	Total		3,000.00 x	0.79 x	1.0797 =	2,558.89	
Installation	Quantity	Unit Price	Factor	Total											
	3,000.00 x	0.79 x	1.0797 =	2,558.89											
				PROTECT EXISTING - DAILY SET UP AND REMOVAL - (100' X 30 DAYS = 3000)											
4	01 74 19 00 0016		EA	40 CY Dumpster (5 Ton) "Construction Debris" Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$723.37										
				<table> <tr> <td>Installation</td> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td></td> <td>1.00 x</td> <td>669.97 x</td> <td>1.0797 =</td> <td>723.37</td> </tr> </table>	Installation	Quantity	Unit Price	Factor	Total		1.00 x	669.97 x	1.0797 =	723.37	
Installation	Quantity	Unit Price	Factor	Total											
	1.00 x	669.97 x	1.0797 =	723.37											
				DEBRIS DUMP FEE											
5	23 01 20 91 0024		EA	Shut Down Existing Interior Piping System Includes lock out/tag out and average line tracing. Use when valves are greater than 25' from work. When the shut-off valves for multiple lines are located with a 10' radius, the quantity used shall be one.	\$11,581.08										
				<table> <tr> <td>Installation</td> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td></td> <td>60.00 x</td> <td>178.77 x</td> <td>1.0797 =</td> <td>11,581.08</td> </tr> </table>	Installation	Quantity	Unit Price	Factor	Total		60.00 x	178.77 x	1.0797 =	11,581.08	
Installation	Quantity	Unit Price	Factor	Total											
	60.00 x	178.77 x	1.0797 =	11,581.08											
				DAILY SHUTDOWN FOR CLEANING - (2EA X 30 DAYS = 60)											
6	23 01 30 51 0003		LF	>2 SF To 4 SF Cross Section, Clean Supply/Return Ductwork	\$21,531.38										
				<table> <tr> <td>Installation</td> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td></td> <td>5,900.00 x</td> <td>3.38 x</td> <td>1.0797 =</td> <td>21,531.38</td> </tr> </table>	Installation	Quantity	Unit Price	Factor	Total		5,900.00 x	3.38 x	1.0797 =	21,531.38	
Installation	Quantity	Unit Price	Factor	Total											
	5,900.00 x	3.38 x	1.0797 =	21,531.38											
				HORIZONTAL DUCTWORK - SUPPLY & RETURN: AHU-1 - (3150) AHU-2 - (2750) TOTAL = 5900											
7	23 01 30 51 0003 0544		MOD	For Mold Contaminated Cleaning HEPA Vacuuming, Add	\$3,185.12										
				<table> <tr> <td>Installation</td> <td>Quantity</td> <td>Unit Price</td> <td>Factor</td> <td>Total</td> </tr> <tr> <td></td> <td>5,900.00 x</td> <td>0.50 x</td> <td>1.0797 =</td> <td>3,185.12</td> </tr> </table>	Installation	Quantity	Unit Price	Factor	Total		5,900.00 x	0.50 x	1.0797 =	3,185.12	
Installation	Quantity	Unit Price	Factor	Total											
	5,900.00 x	0.50 x	1.0797 =	3,185.12											

Contractor's Price Proposal - Detail Continues..

Work Order Number: ezIQC-VCI-FM08250010708.00
Work Order Title: CJB AHUs and Duct Cleaning-VCI

No Category Input

8	23	01	30	51	0004	LF	>4 SF To 8 SF Cross Section, Clean Supply/Return Ductwork								\$5,086.68	
							Installation	Quantity	Unit Price	Factor	=	Total				
								1,040.00	4.53	1.0797		5,086.68				
							MAIN LINE DUCTWORK - SUPPLY & RETURN: AHU-1 - (520) AHU-2 - (520) TOTAL = 1040									
9	23	01	30	51	0004	0544	MOD	For Mold Contaminated Cleaning HEPA Vacuuming, Add							\$752.34	
								Quantity	Unit Price	Factor	=	Total				
							Installation	1,040.00	0.67	1.0797		752.33				
10	23	01	30	51	0006		SF	Clean Duct Dampers							\$7,562.39	
								Quantity	Unit Price	Factor	=	Total				
							Installation	768.00	9.12	1.0797		7,562.39				
							AHU-1 - (201) AHU-2 - (183) TOTAL = 384 X 2SF = 768									
11	23	01	30	51	0006	0544	MOD	For Mold Contaminated Cleaning HEPA Vacuuming, Add							\$1,136.02	
								Quantity	Unit Price	Factor	=	Total				
							Installation	768.00	1.37	1.0797		1,136.02				
12	23	01	30	51	0008		SF	Clean Louver							\$7,881.81	
								Quantity	Unit Price	Factor	=	Total				
							Installation	1,000.00	7.30	1.0797		7,881.81				
							CLEAN EXISTING LOUVERS									
13	23	01	30	51	0008	0544	MOD	For Mold Contaminated Cleaning HEPA Vacuuming, Add							\$1,187.67	
								Quantity	Unit Price	Factor	=	Total				
							Installation	1,000.00	1.10	1.0797		1,187.67				
14	23	01	30	51	0009		EA	Clean Turning Vane Set							\$3,543.58	
								Quantity	Unit Price	Factor	=	Total				
							Installation	150.00	21.88	1.0797		3,543.58				
							AHU-1 & AHU-2 - (30EA PER FLOOR X 5 FLOORS = 150)									
15	23	01	30	51	0009	0544	MOD	For Mold Contaminated Cleaning HEPA Vacuuming, Add							\$531.21	
								Quantity	Unit Price	Factor	=	Total				
							Installation	150.00	3.28	1.0797		531.21				
16	23	01	30	51	0010		EA	Clean Grille/Diffuser/Register/Includes removal and reinstallation.							\$9,071.55	
								Quantity	Unit Price	Factor	=	Total				
							Installation	384.00	21.88	1.0797		9,071.55				
							AHU-1 - (201) AHU-2 - (183) TOTAL = 384									
17	23	01	30	51	0010	0544	MOD	For Mold Contaminated Cleaning HEPA Vacuuming, Add							\$1,359.90	
								Quantity	Unit Price	Factor	=	Total				
							Installation	384.00	3.28	1.0797		1,359.90				
18	23	01	30	51	0012		EA	Cut Access For Cleaning Duct And Install Duct Insulated Access Doors							\$7,742.53	
								Quantity	Unit Price	Factor	=	Total				
							Installation	100.00	71.71	1.0797		7,742.53				
							DUCTWORK ACCESS DOORS									

Contractor's Price Proposal - Detail Continues..

Work Order Number: ezIQC-VCI-FM08250010708.00
Work Order Title: CJB AHUs and Duct Cleaning-VCI

No Category Input

19	23 01 30 51 0012	0544	MOD	For Mold Contaminated Cleaning HEPA Vacuuming, Add						\$796.82
				Installation	Quantity	Unit Price	Factor	=	Total	
					100.00	7.38	1.0797	=	796.82	
					x	x				
20	23 01 30 51 0013		EA	Clean Variable Air Volume (VAV) Unit						\$4,818.53
				Installation	Quantity	Unit Price	Factor	=	Total	
					68.00	65.63	1.0797	=	4,818.53	
					x	x				
				AHU-1 - (39)						
				AHU-2 - (29)						
				TOTAL = 68						
21	23 01 30 51 0013	0544	MOD	For Mold Contaminated Cleaning HEPA Vacuuming, Add						\$722.45
				Installation	Quantity	Unit Price	Factor	=	Total	
					68.00	9.84	1.0797	=	722.45	
					x	x				
22	23 01 30 51 0020		EA	Clean Air Handling Unit Fan						\$755.83
				Installation	Quantity	Unit Price	Factor	=	Total	
					4.00	175.01	1.0797	=	755.83	
					x	x				
				AHU-1 & AHU-2 - (2) SUPPLY + (2) RETURN = 4						
23	23 01 30 51 0020	0544	MOD	For Mold Contaminated Cleaning HEPA Vacuuming, Add						\$113.37
				Installation	Quantity	Unit Price	Factor	=	Total	
					4.00	26.25	1.0797	=	113.37	
					x	x				
24	23 01 30 51 0021		EA	Clean Air Handling Unit Coil						\$1,133.73
				Installation	Quantity	Unit Price	Factor	=	Total	
					4.00	262.51	1.0797	=	1,133.73	
					x	x				
				AHU-1 & AHU-2 - (2) SUPPLY + (2) RETURN = 4						
25	23 01 30 51 0021	0544	MOD	For Mold Contaminated Cleaning HEPA Vacuuming, Add						\$170.07
				Installation	Quantity	Unit Price	Factor	=	Total	
					4.00	39.38	1.0797	=	170.07	
					x	x				
26	23 01 30 51 0026		SF	Apply Antimicrobial Agent To Ductwork And Surfaces After Cleaning						\$5,101.58
				Installation	Quantity	Unit Price	Factor	=	Total	
					13,500.00	0.35	1.0797	=	5,101.58	
					x	x				
				DUCTWORK ANTIMICROBIAL AGENT						
27	23 07 13 00 0040		SF	1" Thick, Adhesive Backed, Aluminum Foil/Mylar Film, Multi-Layer Sheet Elastomeric Insulation						\$325,918.24
				Installation	Quantity	Unit Price	Factor	=	Total	
					13,500.00	19.96	1.0797	=	290,935.96	
					x	x				
				Demolition	Quantity	Unit Price	Factor	=	Total	
					13,500.00	2.40	1.0797	=	34,982.28	
					x	x				
				DUCTWORK REPAIR & ENCAPSULATION						
28	23 33 43 00 0001		LF	Flex Duct Connector, Fabric/Sheet Metal						\$10,655.34
				Installation	Quantity	Unit Price	Factor	=	Total	
					768.00	10.22	1.0797	=	8,474.52	
					x	x				
				Demolition	Quantity	Unit Price	Factor	=	Total	
					768.00	2.63	1.0797	=	2,180.82	
					x	x				
				FLEX DUCT TRANSITION AND REGISTER CONNECTION - (384EA X 2' = 768)						

Subtotal for No Category Input

\$449,839.65

Proposal Total

\$449,839.65

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: September 02, 2020

Re: IQC Master Contract #: CA-08-SL-B-B-030618-VCI
 Work Order #: ezIQC-VCI-FM08250010708.00
 Owner PO #: ezIQC-VCI-FM08250010708.00
 Title: CJB AHUs and Duct Cleaning-VCI
 Contractor: Vincor Construction Inc.
 Proposal Value: \$449,839.65

Name of Contractor	Duties	Amount	%
Air Management Industries (AMI)	Duct Cleaning	\$335,000.00	74.47

EXHIBIT C
FEDERAL PROVISIONS

1. **ORDERS OF LOCAL, STATE OR FEDERAL HEALTH OFFICIALS; EXECUTIVE ORDERS.** County and Contractor mutually acknowledge that local, state, or federal authorities may issue official orders related to the COVID-19 epidemic, or take other official actions, subsequent to the execution of this Agreement that Parties to this Agreement cannot presently predict. County and Contractor mutually acknowledge and agree that this Agreement shall be subject to the provisions of any such official action or order, particularly but not limited to Executive Orders of the Governor of the State of California and Orders of the County Public Health Officer, and the like ("Official Actions"), and if the provisions of any such Official Actions materially impact the terms of this Agreement, the provisions of those Official Actions shall govern.

a. In the event that such Official Actions make the services provided to the County under this Agreement illegal, unlawful, or contrary to public policy, County shall provide written notice to Contractor in the manner described herein, and County and Contractor mutually agree that this Agreement shall terminate as of the date of that Official Action, at no penalty to County. In such an event, County shall pay outstanding rent to due to Contractor pro-rated from the date of the Official Action, along with all other remaining sums due to Contractor, within thirty (30) calendar days from the date of that Official Action.

b. The parties acknowledge that Contractor is providing the services for emergency purposes at the request of the County under the California Emergency Services Act (the "Act" (California Government Code §§ 8550 et seq.)). Pursuant to California Government Code §8655, the County and as such, is subject to certain immunities with respect thereto and shall not be liable for any claim based upon the exercise or performance, or the failure to exercise or perform, a discretionary function or duty on the part of the County or any employee of the County in carrying out the provisions of the Act.

c. CONTRACTOR acknowledges and agrees that this Agreement is subject to the federal requirements for seeking Federal Emergency Management Agency (FEMA) reimbursements, including the federal provisions attached hereto, and incorporated herein. Should there be any conflict between the provisions of this Agreement and Exhibit R, the terms and conditions in Exhibit R shall govern, unless the more restrictive provision herein is otherwise required to control as a condition of FEMA funding.

d. Should funding be allocated through the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), Coronavirus Relief Fund, the COUNTY will administer and distribute those funds in accordance with the CARES Act, which requires that payments from the Coronavirus Relief Fund only be used to cover expenses that are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19); were not accounted for in the budget most recently approved as of March 27, 2020 (the date of enactment of this section) for the COUNTY; and were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.

2. **NON-DISCRIMINATION.** Contractor shall not be discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights

EXHIBIT C
FEDERAL PROVISIONS

Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

3. FAIR EMPLOYMENT PRACTICES/FEDERAL PROVISIONS. During the performance of this Agreement, the Contractor shall not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, mental disability, medical condition, marital status, age, or sex. Contractor shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

a. Contractor shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 et seq.), the regulations promulgated thereunder (California Code of Regulations, Title 2, Section 11000 et seq.), the provisions of Executive Order 11246 of Sept. 23, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor, the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Government Code, Sections 11135-11139.8), and of the rules, regulations or standards adopted by the County to implement such article.

b. The Contractor shall comply with the provisions of the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Agreement.

4. OTHER FEDERAL PROVISIONS. Contractor acknowledges and agrees that this Agreement is subject to the federal requirements for seeking FEMA reimbursements, including the federal provisions provided below.

4.1 CLEAN AIR ACT.

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. Section 7401 et seq.

The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the California Governor's Office of Emergency Services, Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4-2. FEDERAL WATER POLLUTION CONTROL ACT

The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. Sections 1251 et seq.

The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the Federal

EXHIBIT C
FEDERAL PROVISIONS

Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4-3. DEBARMENT AND SUSPENSION CLAUSE

This Agreement is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

4-4. BYRD ANTI- LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the County.

APPENDIX A, 44 C.F.R. PART 18- CERTIFICATION REGARDING LOBBYING

The undersigned [Contractor] certifies, to the best of his or her knowledge, that:

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

EXHIBIT C
FEDERAL PROVISIONS

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

CONTRACTOR

By 

Date 09/23/2020

4-5. PROCUREMENT OF RECOVERED MATERIALS

In the performance of this Agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- i. Competitively within a timeframe providing for compliance with the contract performance schedule;
- ii. Meeting contract performance requirements; or
- iii. At a reasonable price.

Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>

The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

EXHIBIT C
FEDERAL PROVISIONS

4-6. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

- i. The Contractor agrees to provide the County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts, and transcriptions.
- ii. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- iii. The Contractor agrees to provide the FEMA Administrator or his or her authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
- iv. In compliance with the Disaster Recovery Act of 2018, the County and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

4-7. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, FLAGS

The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

4-8. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

4-9. NO OBLIGATION BY FEDERAL GOVERNMENT

The Federal Government is not a party to this Agreement and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

4-10. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this Agreement.

EXHIBIT C
FEDERAL PROVISIONS

4. 11 FEDERAL PREVAILING WAGE

DAVIS-BACON ACT COMPLIANCE (applicable to construction contracts in excess of \$2,000 awarded by grantees and subgrantees when required by Federal grant program legislation)

To the extent required by any Federal grant programs applicable to expected funding or reimbursement of DPSS's expenses incurred in connection with the services provided under this Agreement, Contractor agrees to comply with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5) as set forth below.

- A. The Contractor shall be bound to the provisions of the Davis-Bacon Act, and agrees to be bound by all the provisions of Labor Code section 1771 regarding prevailing wages. All labor on this project shall be paid neither less than the greater of the minimum wage rates established by the U.S. Secretary of Labor (Federal Wage Rates), or by the State of California Director of Department of Industrial Relations (State Wage Rates). Current DIR requirements may be found at <http://www.dir.ca.gov/lcp.asp>. Additionally, wages are required to be paid not less than once a week.
- B. The general prevailing wage rates may be accessed at the Department of Labor Home Page at www.wdol.gov. Under the Davis Bacon heading, click on "Selecting DBA WDs." In the drop down menu for State, select, "California." In the drop down menu for County, select "Riverside." In the drop down menu for Construction Type, make the appropriate selection. Then, click Search.

The Federal minimum wage rates for this project are predetermined by the United States Secretary of Labor. If there is a difference between the minimum wage rates predetermined by the Secretary of Labor and the general prevailing wage rates determined by the Director of the California DIR for similar classifications of labor, the Contractor and subcontractors shall pay not less than the higher wage rate. The County will not accept lower State wage rates not specifically included in the Federal minimum wage determinations. This includes "helper" (or other classifications based on hours of experience) or any other classification not appearing in the Federal wage determinations. Where Federal wage determinations do not contain the State wage rate determination otherwise available for use by the Contractor and subcontractors, the Contractor and subcontractors shall pay not less than the Federal minimum wage rate which most closely approximates the duties of the employees in question.

4-12. CONTRACT WORK HOURS AND SAFETY STANDARDS (applicable to all contracts in excess of \$100,000 that involve the employment of mechanics or laborers, but not to purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence)

- A. **Compliance:** Contractor agrees that it shall comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708) as

EXHIBIT C
FEDERAL PROVISIONS

supplemented by Department of Labor regulations (29 CFR Part 5), which are incorporated herein.

- B. Overtime:** No contractor or subcontractor contracting for any part of the work under this Agreement which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- C. Violation; liability for unpaid wages; liquidated damages:** In the event of any violation of the provisions of paragraph B of this section, the Contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic employed in violation of the provisions of paragraph B, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by paragraph B.
- D. Withholding for unpaid wages and liquidated damages:** DPSS shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set for in paragraph C of this section.
- E. Subcontracts:** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs A through D of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs A through D of this section.



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

by and between

VINCOR CONSTRUCTION, INC

(the "Contractor")

And

THE COUNTY OF RIVERSIDE

(the "County")

FOR:

**CRIMINAL JUSTICE BUILDING AIR HANDLING UNIT DUCT CLEANING
NAME WORK ORDER #EZIQC-VCI-FM08250010708.00**

LOCATED AT:

4095 LEMON 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 Vincor Construction, Inc., a Corporation ("Contractor"), whose principal place of business is located at 2707 Saturn Street, Brea, CA 92821.

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 Ninety (90) Days after the Date of Commencement.

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

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

3.2 LIQUIDATED DAMAGES TO COUNTY

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

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

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

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

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

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

3.3 LIQUIDATED DAMAGES TO CONTRACTOR

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

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

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

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

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

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

3.3.7 WAIVER BY CONTRACTOR.

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

**ARTICLE 4
CONTRACTOR COMPENSATION**

4.1 CONTRACT PRICE

4.1.1 Contract Price. County shall pay the Contractor in current funds for the Contractor's performance of the Work in accordance with the Contract Documents the Contract Price, exclusive of Contract Adjustments, of Four Hundred Forty Nine Thousand, Eight Hundred Forty Dollars (\$449,840).

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

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

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

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
ezlQC-(FM08250010708)	Criminal Justice Building Air Handling & Duct Cleaning Project	\$449,840

4.3 UNIT PRICES

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

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

**ARTICLE 5
ENUMERATION OF CONTRACT DOCUMENTS**

5.1 LIST OF CONTRACT DOCUMENTS

The Contract Documents include, without limitation, the following:

5.1.1 Construction Contract. The Contract Documents include this executed EZIQC Work Order Construction Contract, including Exhibit A Federal Provisions, between County and Contractor.

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

5.1.3 Specifications. The Contract Documents include the following Specifications:

Title	Date	Divisions
text	date	text

5.1.4 Drawings. The Contract Documents include the following Drawings dated date, 20xx, unless a different date is shown below:

Sheet Number	Title	Date	Pages
text	text	date	text

- 5.1.5.1. Sourcewell Membership Agreement (executed)
- 5.1.5.2. Sourcewell 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: *V. M. Lopez* Dated OCT 20 2020
Chairman, Board of Supervisors

ATTEST:

KECIA R. HARPER
Clerk of the Board

By: *Kecia Harper* Dated OCT 20 2020
Deputy

(SEAL)

APPROVED AS TO FORM:

GREGORY P. PRIAMOS
County Counsel

By: *K. Bell Valdez* Dated 9/28/2020
Deputy County Counsel

"CONTRACTOR"

Vincor Construction, Inc.

[Signature]
(sign on line above)

By: Vincent Cortes
(type name)

Title: 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:
2651 Saturn Street
Brea, CA 92821

Telephone: (714) 528-2900
Facsimile: (714) 528-2901
Email: vincent@vincorinc.com

Employer State
Tax ID #: 236-3021-3

State Contractor License #: 763743

DIR Registration #: 1000009803

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: Vincent Cortes
Name of Secretary: Michele Cortes
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-VCI-FM08250010708.00 ("Contract") to Vincor Construction, Inc. as Principal ("Principal") to perform the work ("Work") for the Criminal Justice Bulding Air Handeling & Duct Cleaning 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;

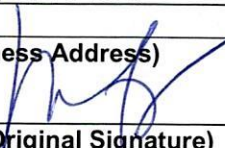
NOW THEREFORE, we, the Principal and Travelers Casualty and Surety Company of America ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Four Hundred Forty Nine Thousand Eight Hundred Thirty Nine & 65/100 Dollars (\$ 449,839.65), 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.

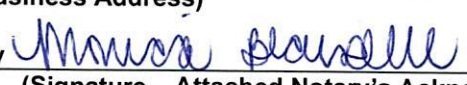
Surety is not released from liability to those for whose benefit this bond has been given, by reason of any breach of the Contract by County or Principal.

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.

Vincor Construction, Inc.
(Firm Name – Principal)
2651 Saturn Street
Brea, CA 92821
(Business Address)
By 
(Original Signature)
Michele Cortes, CFO
(Title)

Affix Seal if Corporation



Travelers Casualty and Surety Company of America
(Corporation Name – Surety)
21688 Gateway Center Drive
Diamond Bar, CA 91765-6512
(Business Address)
By 
(Signature – Attached Notary's Acknowledgment)
Monica Blaisdell
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



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Monica Blaisdell** of **Brea California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

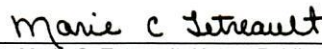
By: 
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine 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 remains in full force and effect.

Dated this **3** day of **SEPTEMBER**, 2020




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

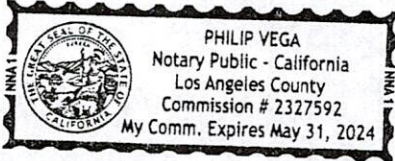
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of LOS ANGELES)

On 9.3.2020 before me, PHILIP VEGA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer


personally appeared MONICA BLAISDELL
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature 
Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of ORANGE)

On 9/3/2020 before me, Monica Blaisdell, Notary Public,
Date Here Insert Name and Title of the Officer

personally appeared Michele Cortes
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Monica Blaisdell
Signature of Notary Public

Bond No. 107245749

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-VCI-FM08250010708.00 ("Contract") to Vincor Construction, Inc. as Principal ("Principal") to perform the work ("Work") for the Criminal Justice Bulding Air Handeling & Duct Cleaning 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 Travelers Casualty and Surety Company of America ("Surety"), an admitted surety insurer pursuant to Code of Civil Procedure, Section 995.120, are held and firmly bound unto County in the penal sum of Four Hundred Forty Nine Thousand Eight Hundred Thirty Nine & 65/100 Dollars (\$ 449,839.65), 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

Vincor Construction, Inc.
(Firm Name – Principal)

2651 Saturn Street
Brea, CA 92821

(Business Address)

By 
(Original Signature)

Michele Cortes, CFO
(Title)



Travelers Casualty and Surety Company of America
(Corporation Name – Surety)

21688 Gateway Center Drive
Diamond Bar, CA 91765-6512

(Business Address)

By 
(Signature – Attached Notary's Acknowledgment)

Monica Blaisdell
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



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Monica Blaisdell** of **Brea California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, 2017.



State of Connecticut

City of Hartford ss.

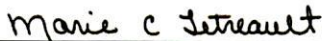
By: 
 Robert L. Raney, Senior Vice President

On this the **3rd** day of **February**, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June**, 2021




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

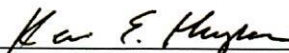
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine 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 remains in full force and effect.

Dated this **3** day of **SEPTEMBER**, 2020




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

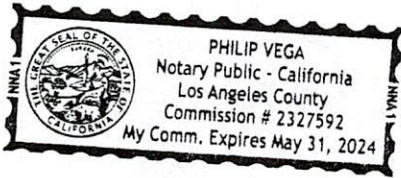
State of California)

County of LOS ANGELES)

On 9.3.2020 before me, PHILIP VEGA, NOTARY PUBLIC
Date Here Insert Name and Title of the Officer

personally appeared MONICA BLAISDELL
Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature _____

Signature of Notary Public

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of ORANGE)

On 9/3/2020 before me, Monica Blaisdell, Notary Public

Date

Here Insert Name and Title of the Officer

personally appeared Michele Cortes

Name(s) of Signer(s)

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



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

WITNESS my hand and official seal.

Signature Monica Blaisdell
Signature of Notary Public

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

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

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

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

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – MANAGERS OR LESSORS OF PREMISES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

<p>Designation Of Premises (Part Leased To You): As Required By Written Contract, Fully Executed Prior To The Named Insured's Work</p>
<p>Name Of Person(s) Or Organization(s) (Additional Insured): As Required By Written Contract, Fully Executed Prior To The Named Insured's Work</p>
<p>Additional Premium: \$ Included</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability arising out of the ownership, maintenance or use of that part of the premises leased to you and shown in the Schedule and subject to the following additional exclusions:

This insurance does not apply to:

1. Any "occurrence" which takes place after you cease to be a tenant in that premises.
2. Structural alterations, new construction or demolition operations performed by or on behalf of the person(s) or organization(s) shown in the Schedule.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and

2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – LESSOR OF LEASED EQUIPMENT – AUTOMATIC STATUS WHEN REQUIRED IN LEASE AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your maintenance, operation or use of equipment leased to you by such person(s) or organization(s).

However, the insurance afforded to such additional insured:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when their contract or agreement with you for such leased equipment ends.

B. With respect to the insurance afforded to these additional insureds, this insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

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

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work	As Required By Written Contract, Fully Executed Prior To The Named Insured's Work
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – OWNERS, LESSEES OR
CONTRACTORS – AUTOMATIC STATUS FOR OTHER
PARTIES WHEN REQUIRED IN WRITTEN
CONSTRUCTION AGREEMENT**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

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

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

- a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
- b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

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

SCHEDULE

<p>Name Of Person Or Organization: As Required By Written Contract, Fully Executed Prior To The Named Insured's Work</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

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

United Specialty Insurance Company

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VEN 051 00 (01/15)

PRIMARY AND NON-CONTRIBUTING INSURANCE ENDORSEMENT

This endorsement modifies the Conditions provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

Any coverage provided to an Additional Insured shall be excess over any other valid and collectible insurance available to such Additional Insured whether primary, excess, contingent or on any other basis unless:

- 1) a written contract or written agreement specifically requires that this insurance apply on a primary and non-contributory basis; or
- 2) prior to a loss, you request in writing and we agree that this insurance shall apply on a primary and non-contributory basis.

Name Of Person(s) Or Organization(s)
As Required By Written Contract, Fully Executed Prior To The Named Insured's Work.

All other terms, conditions and exclusions under this policy are applicable to this Endorsement and remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION – FORM I

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

Any person or organization that the "Named Insured" agreed to add as an additional insured in a written contract or written agreement that was fully executed by the "Named Insured" prior to the performance of the "Named Insured's" work that is the subject of such written contract or written agreement. Coverage afforded to such person or organization will not be broader than the scope of insurance agreed to by the "Named Insured" in such written contract or written agreement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

- A. SECTION II – WHO IS AN INSURED** is amended to include as an insured the person or organization shown in the SCHEDULE above, but only with respect to liability arising out of your ongoing operations performed for that insured.
- B.** With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to **bodily injury, property damage or environmental damage** occurring after:

- (a) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or
- (b) That portion of **your work** out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations:
Any person or organization that the "Named Insured" agreed to add as an additional insured in a written contract or written agreement that was fully executed by the "Named Insured" prior to the performance of the "Named Insured's" work that is the subject of such written contract or written agreement. Coverage afforded to such person or organization will not be broader than the scope of insurance agreed to by the "Named Insured" in such written contract or written agreement.	Any location, and completed operations at such location, where required by the written contract or written agreement between the "Named Insured" and the person or organization qualifying as an additional insured under this endorsement.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

SECTION II – WHO IS AN INSURED is amended to include as an additional insured the person(s) or organization(s) shown in the SCHEDULE above, but only with respect to liability for **bodily injury, property damage or environmental damage** caused, in whole or in part, by **your work** at the location designated and described in the SCHEDULE above performed for that additional insured and included in the **products-completed operations hazard**.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NON-CONTRIBUTORY ENDORSEMENT

This endorsement modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SECTION IV - CONDITIONS, 8. Other Insurance, is amended by adding the following paragraph:

This insurance will be considered primary to, and non-contributory with any other insurance issued directly to a person or organization added as an additional insured under this policy, only if you specifically agree, in a written contract or agreement, that this insurance must be primary to, and non-contributory with, such other insurance.

All other terms and conditions remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement only modifies coverage provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
CONTRACTORS ENVIRONMENTAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:

Any person or organization that the "Named Insured" agreed to waive its rights of recovery against in a written contract or written agreement that was fully executed by the "Named Insured" prior to the performance of the "Named Insured's" work that is the subject of such written contract or written agreement. Such waiver will not be broader than the scope of the waiver agreed to by the "Named Insured" in such written contract or written agreement.

SECTION IV – CONDITIONS, 13. Transfer of Rights of Recovery Against Others To Us is deleted and replaced with the following:

13. Transfer of Rights of Recovery Against Others To Us

If the insured has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. The insured must do nothing to impair them. At our request, the insured will bring **suit** or transfer those rights to us and help us enforce them. Any recovery will be paid first to us until all amounts we have spent on a **claim** or **suit** have been reimbursed. The insured expressly waives the right to be made whole by any such recovery.

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

All other terms and conditions remain the same.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

03/15/2020

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

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

PRODUCER Blaisdell Bonding & Insurance Services, Inc. 770 S. Brea Blvd., STE. 205 Brea, CA 92821 License No.: 0F27233	CONTACT NAME: Monica Blaisdell PHONE (A/C, No., Ext): (714) 674-1921 E-MAIL ADDRESS: monica@bbibonding.com	FAX (A/C, No.): (714) 672-0625	
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Vincor Construction, Inc. 2651 Saturn St., Brea, CA 92821	INSURER A : Travelers Property and Casualty Company of America		25674
	INSURER B : Travelers Property and Casualty Company of America		25674
	INSURER C :		
	INSURER D :		
	INSURER E :		
	INSURER F :		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			810-8L589874-20-2S-G	03/15/2020	03/15/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ DEDUCTIBLE \$ 1,000
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	UB-8L592159-20-2S-G	03/15/2020	03/15/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 2,000,000 E.L. DISEASE - EA EMPLOYEE \$ 2,000,000 E.L. DISEASE - POLICY LIMIT \$ 2,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Riverside County 3133 Mission Inn Avenue Riverside, CA 92507	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 <i>Monica Blaisdell</i>
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

BUSINESS AUTO EXTENSION ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

GENERAL DESCRIPTION OF COVERAGE – This endorsement broadens coverage. However, coverage for any injury, damage or medical expenses described in any of the provisions of this endorsement may be excluded or limited by another endorsement to the Coverage Part, and these coverage broadening provisions do not apply to the extent that coverage is excluded or limited by such an endorsement. The following listing is a general coverage description only. Limitations and exclusions may apply to these coverages. Read all the provisions of this endorsement and the rest of your policy carefully to determine rights, duties, and what is and is not covered.

- | | |
|--|--|
| <p>A. BROAD FORM NAMED INSURED</p> <p>B. BLANKET ADDITIONAL INSURED</p> <p>C. EMPLOYEE HIRED AUTO</p> <p>D. EMPLOYEES AS INSURED</p> <p>E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS</p> <p>F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS</p> <p>G. WAIVER OF DEDUCTIBLE – GLASS</p> | <p>H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT</p> <p>I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT</p> <p>J. PERSONAL PROPERTY</p> <p>K. AIRBAGS</p> <p>L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS</p> <p>M. BLANKET WAIVER OF SUBROGATION</p> <p>N. UNINTENTIONAL ERRORS OR OMISSIONS</p> |
|--|--|

PROVISIONS

A. BROAD FORM NAMED INSURED

The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any organization you newly acquire or form during the policy period over which you maintain 50% or more ownership interest and that is not separately insured for Business Auto Coverage. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier.

B. BLANKET ADDITIONAL INSURED

The following is added to Paragraph **c. in A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

Any person or organization who is required under a written contract or agreement between you and that person or organization, that is signed and executed by you before the "bodily injury" or "property damage" occurs and that is in effect during the policy period, to be named as an additional insured is an "insured" for Covered Autos Liability Coverage, but only for damages to which

this insurance applies and only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Section II.

C. EMPLOYEE HIRED AUTO

1. The following is added to Paragraph **A.1., Who Is An Insured**, of **SECTION II – COVERED AUTOS LIABILITY COVERAGE**:

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

2. The following replaces Paragraph **b. in B.5., Other Insurance**, of **SECTION IV – BUSINESS AUTO CONDITIONS**:

- b. For Hired Auto Physical Damage Coverage**, the following are deemed to be covered "autos" you own:
- (1)** Any covered "auto" you lease, hire, rent or borrow; and
 - (2)** Any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your

COMMERCIAL AUTO

permission, while performing duties related to the conduct of your business.

However, any "auto" that is leased, hired, rented or borrowed with a driver is not a covered "auto".

D. EMPLOYEES AS INSURED

The following is added to Paragraph A.1., **Who Is An Insured**, of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

E. SUPPLEMENTARY PAYMENTS – INCREASED LIMITS

1. The following replaces Paragraph A.2.a.(2), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(2) Up to \$3,000 for cost of bail bonds (including bonds for related traffic law violations) required because of an "accident" we cover. We do not have to furnish these bonds.

2. The following replaces Paragraph A.2.a.(4), of SECTION II – COVERED AUTOS LIABILITY COVERAGE:

(4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to \$500 a day because of time off from work.

F. HIRED AUTO – LIMITED WORLDWIDE COVERAGE – INDEMNITY BASIS

The following replaces Subparagraph (5) in Paragraph B.7., **Policy Period, Coverage Territory**, of SECTION IV – BUSINESS AUTO CONDITIONS:

(5) Anywhere in the world, except any country or jurisdiction while any trade sanction, embargo, or similar regulation imposed by the United States of America applies to and prohibits the transaction of business with or within such country or jurisdiction, for Covered Autos Liability Coverage for any covered "auto" that you lease, hire, rent or borrow without a driver for a period of 30 days or less and that is not an "auto" you lease, hire, rent or borrow from any of your "employees", partners (if you are a partnership), members (if you are a limited liability company) or members of their households.

(a) With respect to any claim made or "suit" brought outside the United States of America, the territories and possessions of the United States of America, Puerto Rico and Canada:

(i) You must arrange to defend the "insured" against, and investigate or settle any such claim or "suit" and keep us advised of all proceedings and actions.

(ii) Neither you nor any other involved "insured" will make any settlement without our consent.

(iii) We may, at our discretion, participate in defending the "insured" against, or in the settlement of, any claim or "suit".

(iv) We will reimburse the "insured" for sums that the "insured" legally must pay as damages because of "bodily injury" or "property damage" to which this insurance applies, that the "insured" pays with our consent, but only up to the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE.

(v) We will reimburse the "insured" for the reasonable expenses incurred with our consent for your investigation of such claims and your defense of the "insured" against any such "suit", but only up to and included within the limit described in Paragraph C., Limits Of Insurance, of SECTION II – COVERED AUTOS LIABILITY COVERAGE, and not in addition to such limit. Our duty to make such payments ends when we have used up the applicable limit of insurance in payments for damages, settlements or defense expenses.

(b) This insurance is excess over any valid and collectible other insurance available to the "insured" whether primary, excess, contingent or on any other basis.

(c) This insurance is not a substitute for required or compulsory insurance in any country outside the United States, its territories and possessions, Puerto Rico and Canada.

You agree to maintain all required or compulsory insurance in any such country up to the minimum limits required by local law. Your failure to comply with compulsory insurance requirements will not invalidate the coverage afforded by this policy, but we will only be liable to the same extent we would have been liable had you complied with the compulsory insurance requirements.

- (d) It is understood that we are not an admitted or authorized insurer outside the United States of America, its territories and possessions, Puerto Rico and Canada. We assume no responsibility for the furnishing of certificates of insurance, or for compliance in any way with the laws of other countries relating to insurance.

G. WAIVER OF DEDUCTIBLE – GLASS

The following is added to Paragraph D., **Deductible**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

No deductible for a covered "auto" will apply to glass damage if the glass is repaired rather than replaced.

H. HIRED AUTO PHYSICAL DAMAGE – LOSS OF USE – INCREASED LIMIT

The following replaces the last sentence of Paragraph A.4.b., **Loss Of Use Expenses**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

However, the most we will pay for any expenses for loss of use is \$65 per day, to a maximum of \$750 for any one "accident".

I. PHYSICAL DAMAGE – TRANSPORTATION EXPENSES – INCREASED LIMIT

The following replaces the first sentence in Paragraph A.4.a., **Transportation Expenses**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

We will pay up to \$50 per day to a maximum of \$1,500 for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger type.

J. PERSONAL PROPERTY

The following is added to Paragraph A.4., **Coverage Extensions**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

Personal Property

We will pay up to \$400 for "loss" to wearing apparel and other personal property which is:

- (1) Owned by an "insured"; and

- (2) In or on your covered "auto".

This coverage applies only in the event of a total theft of your covered "auto".

No deductibles apply to this Personal Property coverage.

K. AIRBAGS

The following is added to Paragraph B.3., **Exclusions**, of SECTION III – **PHYSICAL DAMAGE COVERAGE**:

Exclusion 3.a. does not apply to "loss" to one or more airbags in a covered "auto" you own that inflate due to a cause other than a cause of "loss" set forth in Paragraphs A.1.b. and A.1.c., but only:

- a. If that "auto" is a covered "auto" for Comprehensive Coverage under this policy;
- b. The airbags are not covered under any warranty; and
- c. The airbags were not intentionally inflated.

We will pay up to a maximum of \$1,000 for any one "loss".

L. NOTICE AND KNOWLEDGE OF ACCIDENT OR LOSS

The following is added to Paragraph A.2.a., of SECTION IV – **BUSINESS AUTO CONDITIONS**:

Your duty to give us or our authorized representative prompt notice of the "accident" or "loss" applies only when the "accident" or "loss" is known to:

- (a) You (if you are an individual);
- (b) A partner (if you are a partnership);
- (c) A member (if you are a limited liability company);
- (d) An executive officer, director or insurance manager (if you are a corporation or other organization); or
- (e) Any "employee" authorized by you to give notice of the "accident" or "loss".

M. BLANKET WAIVER OF SUBROGATION

The following replaces Paragraph A.5., **Transfer Of Rights Of Recovery Against Others To Us**, of SECTION IV – **BUSINESS AUTO CONDITIONS**:

5. Transfer Of Rights Of Recovery Against Others To Us

We waive any right of recovery we may have against any person or organization to the extent required of you by a written contract signed and executed prior to any "accident" or "loss", provided that the "accident" or "loss" arises out of operations contemplated by

COMMERCIAL AUTO

such contract. The waiver applies only to the person or organization designated in such contract.

N. UNINTENTIONAL ERRORS OR OMISSIONS

The following is added to Paragraph **B.2., Concealment, Misrepresentation, Or Fraud,** of **SECTION IV – BUSINESS AUTO CONDITIONS:**

The unintentional omission of, or unintentional error in, any information given by you shall not prejudice your rights under this insurance. However this provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.



ONE TOWER SQUARE
HARTFORD, CT 06183

**WORKERS COMPENSATION
AND
EMPLOYERS LIABILITY POLICY**

ENDORSEMENT WC 99 03 76 (A) - 001

POLICY NUMBER: UB-8L592159-20-2S-G

**WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS
ENDORSEMENT - CALIFORNIA
(BLANKET WAIVER)**

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

The additional premium for this endorsement shall be 2 . % of the California workers' compensation premium.

Schedule

Person or Organization

Job Description

ANY PERSON OR ORGANIZATION FOR
WHICH THE INSURED HAS
AGREED BY WRITTEN CONTRACT
EXECUTED PRIOR TO LOSS TO
FURNISH THIS WAIVER.

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

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

Endorsement Effective
Insured

Policy No.

Endorsement No.
Premium

Insurance Company

Countersigned by _____

DATE OF ISSUE:

ST ASSIGN:



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COMPANY PROFILE

Company Information

TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA

**ONE TOWER SQUARE
HARTFORD, CT 06183**

Old Company Names	Effective Date
AETNA CASUALTY & SURETY COMPANY OF AMERICA	07/01/1997

Agent For Service

Melissa DeKoven
2710 Gateway Oaks Drive, Suite 150N
Sacramento CA 95833-3505

Reference Information

NAIC #:	31194
California Company ID #:	2444-8
Date Authorized in California:	07/31/1981
License Status:	UNLIMITED-NORMAL
Company Type:	Property & Casualty
State of Domicile:	CONNECTICUT

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NAIC Group List

NAIC Group #: 3548 Travelers Grp

Lines Of Business

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

- AIRCRAFT
- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- CREDIT
- DISABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS

SPRINKLER

SURETY

TEAM AND VEHICLE

WORKERS' COMPENSATION

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Travelers Casualty and Surety Company of America

AMB #: 003609 NAIC #: 31194 FEIN #: 060907370

Domiciliary Address

One Tower Square
Hartford, Connecticut 06183
United States

Web: www.travelers.com

Phone: 860-277-0111

Fax: 844-816-9447

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



[View additional news, reports and products for this company.](#)

Based on AM Best's analysis, 058470 - The Travelers Companies, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength Rating View Definition

Rating: A++ (Superior)
Financial Size Category: XV (\$2 Billion or greater)
Outlook: Stable
Action: Affirmed
Effective Date: November 05, 2019
Initial Rating Date: June 30, 1975

Long-Term Issuer Credit Rating View Definition

Long-Term: aa+ (Superior)
Outlook: Stable

Action: Affirmed
Effective Date: November 05, 2019
Initial Rating Date: April 18, 2005

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Senior Financial Analyst: Elizabeth Blamble

Senior Director: Michael J. Lagomarsino, CFA, FRM

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Note: Credit Ratings on this company are European Union Endorsed

Disclosure Information

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Press Release

[AM Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Main Subsidiaries
November 05, 2019](#)

[View AM Best's Rating Review Form](#)

Rating History

AM Best has provided ratings & analysis on this company since 1975.

Financial Strength Rating

Effective Date	Rating
11/5/2019	A++
10/31/2018	A++
10/5/2017	A++
7/22/2016	A++
5/28/2015	A++

Long-Term Issuer Credit Rating

Effective Date	Rating
11/5/2019	aa+
10/31/2018	aa+
10/5/2017	aa+
7/22/2016	aa+
5/28/2015	aa+

Best's Credit & Financial Reports



Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s).



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<u>Date</u>	<u>Title</u>
Nov 05, 2019	AM Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Main Subsidiaries
Oct 31, 2018	A.M. Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Main Subsidiaries
Oct 05, 2017	A.M. Best Affirms Credit Ratings of The Travelers Companies, Inc. and Its Subsidiaries
Jul 22, 2016	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
May 28, 2015	A.M. Best Affirms Ratings of The Travelers Companies, Inc. and Its Subsidiaries
May 23, 2014	A.M. Best Upgrades Ratings of The Travelers Companies, Inc. and Most of Its Subsidiaries

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Admiral Insurance Company

AMB #: 003026 NAIC #: 24856 FEIN #: 222235730

Administrative Office

7233 East Butherus Drive
 Scottsdale, Arizona 85260-2410
 United States

Web: www.admiralins.com

Phone: 480-951-0905

Fax: 480-281-0910

[View Additional Address Information](#)

AM Best Rating Unit: AMB #: 058496 - W. R. Berkley Corporation

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



[View additional news, reports and products for this company.](#)

Based on AM Best's analysis, 058496 - W. R. Berkley Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A+ (Superior)
Affiliation Code:	r (Reinsured)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	May 19, 2020
Initial Rating Date:	June 30, 1957

Long-Term Issuer Credit Rating View Definition

Long-Term: aa- (Superior)
Outlook: Stable
Action: Affirmed
Effective Date: May 19, 2020
Initial Rating Date: June 22, 2005

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Financial Analyst: Ana Daley

Director: Jennifer Marshall, CPCU, ARM

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

Disclosure Information

Disclosure Information Form

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Press Release

[AM Best Affirms Credit Ratings of W. R. Berkley Corporation and Its Subsidiaries](#)
 May 19, 2020

Rating History

AM Best has provided ratings & analysis on this company since 1957.


Financial Strength Rating


Effective Date	Rating
5/19/2020	A+
5/10/2019	A+
5/24/2018	A+
5/25/2017	A+
2/26/2016	A+

Long-Term Issuer Credit Rating

Effective Date	Rating
5/19/2020	aa-
5/10/2019	aa-
5/24/2018	aa-
5/25/2017	aa-
2/26/2016	aa-

Best's Credit & Financial Reports

 Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 058496 - W. R. Berkley Corporation.

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Press Releases

<u>Date</u>	<u>Title</u>
May 19, 2020	AM Best Affirms Credit Ratings of W. R. Berkley Corporation and Its Subsidiaries
May 10, 2019	AM Best Affirms Credit Ratings of W. R. Berkley Corporation and Its Subsidiaries
May 24, 2018	A.M. Best Affirms Credit Ratings of W.R. Berkley Corporation and Its Subsidiaries
May 25, 2017	A.M. Best Affirms Credit Ratings of W. R. Berkley Corporation and Most Subsidiaries
Feb 26, 2016	A.M. Best Affirms Ratings of W.R. Berkley Corporation and Its Subsidiaries; Assigns Rating to Subordinated Debentures
Jan 22, 2015	A.M. Best Affirms Ratings for W. R. Berkley Corporation and its Subsidiaries
Dec 13, 2013	A.M. Best Affirms Ratings of W. R. Berkley Corporation and Its Subsidiaries

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COMPANY PROFILE

Company Information

HOUSTON CASUALTY COMPANY
13403 NORTHWEST FREEWAY
HOUSTON, TX 77040-6094

Old Company Names

Effective Date

Agent For Service

ANNA NOVEMAN
 801 S Figueroa Street Suite 700
 Los Angeles CA 90017

Reference Information

NAIC #:	
California Company ID #:	4715-9
Date Authorized in California:	11/16/2010
License Status:	N/A
Company Type:	ACCREDITED REINSURER
State of Domicile:	TEXAS

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NAIC Group List

NAIC Group #: 0984 HCC INS HOLDINGS GRP

Lines Of Business

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

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Houston Casualty Company

AMB #: 003286 NAIC #: 42374 FEIN #: 742195939

Domiciliary Address

13403 Northwest Freeway
Houston, Texas 77040-2401
United States

Web: www.tmhcc.com

Phone: 713-462-1000

Fax: 713-462-4210

AM Best Rating Unit: AMB #: 018421 - Houston Casualty Group

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



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Based on AM Best's analysis, 058633 - Tokio Marine Holdings, Inc. is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength Rating View Definition

Rating: A++ (Superior)
Affiliation Code: g (Group)
Financial Size Category: XV (\$2 Billion or greater)
Outlook: Stable
Action: Affirmed
Effective Date: December 12, 2019
Initial Rating Date: June 30, 1987

Long-Term Issuer Credit Rating View Definition

Long-Term: aa+ (Superior)
Outlook: Stable
Action: Affirmed
Effective Date: December 12, 2019
Initial Rating Date: June 28, 2005

u Denotes Under Review Best's Rating

Best's Credit Rating Analyst

Rating Office: A.M. Best Rating Services, Inc.

Associate Director : Edin Imsirovic

Senior Director: Gregory T. Williams

Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.

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Press Release

[AM Best Affirms Credit Ratings of Houston Casualty Group Members and Affiliates](#)

December 12, 2019

[View AM Best's Rating Review Form](#)

Rating History

AM Best has provided ratings & analysis on this company since 1987.

Financial Strength Rating

Effective Date	Rating
12/12/2019	A++
12/21/2018	A++
12/13/2017	A++
11/2/2016	A++
10/22/2015	A+

Long-Term Issuer Credit Rating


Effective Date	Rating
12/12/2019	aa+
12/21/2018	aa+
12/13/2017	aa+
11/2/2016	aa+
10/22/2015	aa


Related Financial and Analytical Data

The following links provide access to related data records that AM Best utilizes to provide financial and analytical data on a consolidated or branch basis.

AMB #	Company Name	Company Description
089483	Houston Casualty Company (London Branch)	Represents the Property/Casualty financials for the United Kingdom Branch of this legal entity.

Best's Credit & Financial Reports

 Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 018421 - Houston Casualty Group.

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View additional news, reports and products for this company.

Press Releases

<u>Date</u>	<u>Title</u>
Dec 12, 2019	AM Best Affirms Credit Ratings of Houston Casualty Group Members and Affiliates
Oct 07, 2019	AM Best Assigns Credit Ratings to Tokio Marine HCC Mexico Compañía Afianzadora, S.A. de C.V.
Dec 21, 2018	AM Best Affirms Credit Ratings of Houston Casualty Group Members and Affiliates
Dec 13, 2017	A.M. Best Affirms Credit Ratings of Houston Casualty Group Members and Affiliates
Nov 02, 2016	A.M. Best Upgrades Credit Ratings of Houston Casualty Group Members and Affiliates
Oct 22, 2015	A.M. Best Affirms Ratings of HCC Insurance Holdings, Inc. and Its Subsidiaries

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COMPANY PROFILE

Company Information

HOMELAND INSURANCE COMPANY

Old Company Names

Effective Date

Agent For Service

If you are unable to locate the agent for service of process, please call the CA Department of Insurance at (916) 492-3657.

Reference Information

NAIC #:	38210
California Company ID #:	2337-4
Date Authorized in California:	10/22/1979
License Status:	LIQUIDATED
Company Type:	Property & Casualty
State of Domicile:	CALIFORNIA

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NAIC Group List

NAIC Group #: 0000

Lines Of Business

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

- AUTOMOBILE
- BOILER AND MACHINERY
- BURGLARY
- COMMON CARRIER LIABILITY
- FIRE
- LIABILITY
- MARINE
- MISCELLANEOUS
- PLATE GLASS
- SPRINKLER
- WORKERS' COMPENSATION

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Homeland Insurance Company of New York

AMB #: 010604 NAIC #: 34452 FEIN #: 521568827

Administrative Office

605 Highway 169 North Suite 800
Plymouth, Minnesota 55441
United States

Web: www.onebeacon.com

Phone: 781-332-7000

Fax: 781-332-7969

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AM Best Rating Unit: AMB #: 051160 - Intact Financial Corporation

Assigned to insurance companies that have, in our opinion, a superior ability to meet their ongoing insurance obligations.



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Based on AM Best's analysis, 051160 - Intact Financial Corporation is the **AMB Ultimate Parent** and identifies the topmost entity of the corporate structure. [View a list of operating insurance entities in this structure.](#)

Best's Credit Ratings

Financial Strength Rating View Definition

Rating:	A+ (Superior)
Affiliation Code:	r (Reinsured)
Financial Size Category:	XV (\$2 Billion or greater)
Outlook:	Stable
Action:	Affirmed
Effective Date:	April 23, 2020
Initial Rating Date:	June 30, 1989

Long-Term Issuer Credit Rating View Definition

Long-Term:	aa- (Superior)
Outlook:	Stable
Action:	Affirmed
Effective Date:	April 23, 2020
Initial Rating Date:	June 30, 2005

u Denotes Under Review Best's Rating

<p>Best's Credit Rating Analyst</p> <p>Rating Office: A.M. Best Rating Services, Inc.</p> <p>Senior Financial Analyst: Gordon McLean</p> <p>Director: Raymond Thomson, CPCU, ARe, ARM</p> <p><i>Note: See the Disclosure information Form or Press Release below for the office and analyst at the time of the rating event.</i></p>
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<p>Disclosure Information</p> <p>Disclosure Information Form View AM Best's Rating Disclosure Form</p> <p>Press Release AM Best Upgrades Credit Ratings of The Guarantee Co of North America and Sub; Affirms Ratings of Intact Ins Co, Remaining Subs April 23, 2020</p>
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Rating History

AM Best has provided ratings & analysis on this company since 1989.


Financial Strength Rating	
Effective Date	Rating
4/23/2020	A+
3/8/2019	A+
2/23/2018	A
10/2/2017	A
5/3/2017	A u
11/15/2016	A


10/30/2015 A

Long-Term Issuer Credit Rating

Effective Date	Rating
4/23/2020	aa-
3/8/2019	aa-
2/23/2018	a+
10/2/2017	a+
5/3/2017	a u
11/15/2016	a
10/30/2015	a

Best's Credit & Financial Reports

 Best's Credit Report - financial data included in Best's Credit Report reflects the data used in determining the current credit rating(s) for AM Best Rating Unit: AMB #: 051160 - Intact Financial Corporation.

 Best's Credit Report - Archive - reports which were released prior to the current Best's Credit Report.

 Best's Financial Report - financial data included in Best's Financial Report reflects the most current data available to AM Best, including updated financial exhibits and additional company information, and is available to subscribers of Best's Insurance Reports.

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Press Releases

<u>Date</u>	<u>Title</u>
Apr 23, 2020	AM Best Upgrades Credit Ratings of The Guarantee Co of North America and Sub; Affirms Ratings of Intact Ins Co, Remaining Subs
Mar 08, 2019	AM Best Upgrades Credit Ratings of OneBeacon U.S. Holdings, Inc. and Subs; Affirms Ratings of Intact Insurance Company and Subs
Feb 23, 2018	A.M. Best Affirms Credit Ratings of Intact Financial Corporation and Its Subsidiaries
Oct 02, 2017	A.M. Best Removes From Under Review and Upgrades Issuer Credit Ratings of OneBeacon Insurance Group, Ltd. and Its Subsidiaries
May 03, 2017	A.M. Best Places Credit Ratings of OneBeacon Insurance Group, Ltd. and Its Subsidiaries Under Review With Positive Implications

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19 items in 2 pages

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