

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



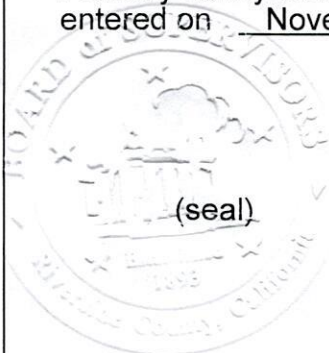
3.6
(MT 12145)

On motion of Supervisor Spiegel, seconded by Supervisor Perez and duly carried by unanimous vote, IT WAS ORDERED that the recommendation from Facilities Management regarding the Riverside University Health System Medical Center Coronavirus Disease - 2019 Emergency Preparation Project - California Environmental Quality Act Exempt, District 5 is deleted.

Roll Call:

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

I hereby certify that the foregoing is a full true, and correct copy of an order made and entered on November 3, 2020 of Supervisors Minutes.



WITNESS my hand and the seal of the Board of Supervisors
Dated: November 3, 2020
Kecia R. Harper, Clerk of the Board of Supervisors, in
and for the County of Riverside, State of California.

By:  Deputy

AGENDA NO.
3.6

xc: COB

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



ITEM: 3.6
(ID # 12145)

MEETING DATE:
Tuesday, November 03, 2020

FROM : FACILITIES MANAGEMENT AND RIVERSIDE UNIVERSITY HEALTH SYSTEM :

SUBJECT: FACILITIES MANAGEMENT (FM) AND RIVERSIDE UNIVERSITY HEALTH SYSTEM (RUHS): Riverside University Health System Medical Center Coronavirus Disease - 2019 Emergency Preparation Project - California Environmental Quality Act Exempt, District 5. [\$1,804,541 - RUHS Enterprise Fund 40050 - 100%]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve the Riverside University Health System Medical Center Coronavirus Disease 2019 Emergency Preparation (RUHS-MC COVID-19 Emergency Prep) Project for inclusion in the Capital Improvement Program (CIP);
2. Find the RUHS-MC COVID-19 Emergency Prep Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15269 Emergency Projects, Section 15301 Class 1 Existing Facilities 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. Authorize the use of RUHS Enterprise Fund 40050 in the amount of \$1,804,541, for the Department requested budget to be validated, for emergency work, including reimbursement to Facilities Management (FM) for incurred emergency project related expenses;
4. Ratify, receive and file the attached emergency construction contract between the County of Riverside (County) and ACCO Engineered Systems, Inc. (ACCO) of Glendale, California, in the amount of \$1,054,980, and authorize the Chairman of the Board (Chairman) to execute the contract on behalf of the County pursuant to Board Policy B-11 emergency authority and Resolution No. 2003-23;
5. Ratify, receive and file the attached emergency construction contract between the County of Riverside (County) and Tilden-Coil Constructors, Inc. (Tilden-Coil) of Riverside, California, in the amount of \$527,004, and authorize the Chairman to execute the contract on behalf of the County pursuant to Board Policy B-11 emergency authority and Resolution No. 2003-23;
6. Authorize the Director of Facilities Management, or his/her designee, to administer all necessary agreements in accordance with applicable Board policies;
7. 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
8. 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 the Project, and the sum of all project contracts shall not exceed \$1,804,541.

ACTION:Policy, CIP


Rose Salgado, Director of Facilities Management

10/21/2020


Jennifer Cruikshank, Chief Executive Officer - Health System

10/21/2020

**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	\$ 1,804,541	\$ 0	\$ 1,804,541	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: RUHS Enterprise Fund 40050 – 100%			Budget Adjustment: No	
			For Fiscal Year: 2020/21	

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

On March 8, 2020, the Riverside County Public Health Officer proclaimed a local public health emergency in response to the increase of new coronavirus (COVID-19) cases diagnosed in Riverside County. The public health emergency and the increase and treatment of COVID-19 patients at the medical center has made it clear that emergency preparations are crucial in this public health crisis. The goal of the emergency preparation project is to quickly isolate and treat patients diagnosed with COVID-19 safely and efficiently.

The emergency preparation project includes the installation of a generator with the capacity to operate the 24/7 mobile health clinic that serves as a temporary triage area outside of the emergency department in order to create an additional safety zone. In addition, the construction of negative air pressure treatment space is needed throughout the medical center to contain and prevent COVID-19 airborne contaminants from drifting to other areas and contaminating other patients, health care workers, sterile equipment and the public.

An emergency declaration was made pursuant to the authority delegated in Resolution 2003-23 by the Board of Supervisors (Board), allowing Facilities Management (FM) to take immediate action to procure contracts to provide emergency work to install the generator and construct additional negative air pressure treatment space in response to the public health emergency related to COVID-19. Failure to immediately address this health, safety, and welfare event would pose imminent risk of infectious disease control issues.

(Continued)

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

BACKGROUND:

Summary (Continued)

With certainty, there is no possibility that the Project may have a significant effect on the environment. The improvements are limited to the installation of a generator for the mobile health clinic and the construction of additional negative air pressure treatment space by reconfiguring existing space within the medical center. The improvements are located at an existing public facility and necessary to maintain services essential to public health and safety; the actions were necessary to mitigate an emergency. The emergency work was conducted within the existing facility and was performed to meet current standards of public health and safety. Therefore, the RUHS-MC COVID-19 Emergency Prep Project is exempt as the Project meets the scope and intent of the Common Sense Exemption identified in Section 15061 (b)(3); Statutory Emergency Projects Exemption identified in 15269 (b)(c), and Class 1 Categorical Exemption identified in Section 15301. 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 RUHS-MC COVID-19 Emergency Prep Project will ensure the health and safety of patients, health care workers, and the public.

Additional Fiscal Information

The approximate allocation of the project budget is as follows:

PROJECT BUDGET LINE ITEMS	CATEGORY	PROJECT BUDGET AMOUNT
Architectural Design	1	96,000
Construction Management	2	0
Construction Contracts	3	
Offsite Construction	3a	0
General Construction	3b	1,054,980
Mechanical Contractor	3c	527,004
Project Management	5	89,952
Generator Lease, Fuel/Labor Maintenance	6	22,059
Other Soft Costs / Specialty Consultants	7	14,546
Project Contingency	8	0
Project Budget		\$ 1,804,541

(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 expended in FY 2020/21 and are 100% funded through RUHS Enterprise Fund 40050.

Attachments:


- Contract with ACCO Engineered Systems, Inc.
- Contract with Tilden-Coil Constructors, Inc.

RS:VC:SP:SC:RM:NS:mg

FM08430010494

MT #12145

S:\Project Management Office\FORM 11'S\FORM 11's_In Process\12145 - 14064_D5 - 010494 - RUHS-MC COVID-19 Emergency
Preparation Project_110320.doc


Steven Atkeson 10/27/2020



CERTIFICATE OF CORPORATE RESOLUTION

I, Robert M. Osier, Secretary of ACCO Engineered Systems, Inc., a California Corporation ("the Corporation") DO CERTIFY that the following is a true and complete copy of a resolution adopted by the Board of Directors of the Corporation on January 29, 2020, and that said resolution has not been rescinded, removed, amended, or modified in any respect and remains in full force and effect as of the date hereof.

CONTRACT, BOND, AND OTHER AGREEMENTS SIGNING AUTHORITY RESOLUTION

RESOLVED, that this Corporation does hereby authorize Charles Darway, Ronald Falasca, John Hansen, Jeffrey Marrs, John Petersen, Steven Tuttle, Kenneth Westphal, and Richard Yates in the ordinary course to sign contracts, bonds, and other agreements on behalf of the Corporation. Additionally, these individuals have the authority to authorize in writing, on a case-by-case basis, any of the individuals listed below to execute contracts, bonds, and other agreements in a higher amount than authorized below.

RESOLVED, that this Corporation does hereby authorize Mark Dauw, and Thomas Reynolds, and, with the written approval of Messrs. Dauw or Reynolds or any of the persons with unlimited authority identified immediately above, for a specific document, Carlton Seyforth, in the ordinary course of business to sign contracts, bonds, and other agreements of \$5,000,000 on behalf of the Corporation.


RESOLVED, that this Corporation does hereby authorize David Anderson, Robert Bayer, Erik Dibble, Robert Felix, Kevin FitzGerald, Larry Jimenez, Gregg Holbrook, Mark Lanphere, Robert Osier, and Carlton Seyforth, in the ordinary course of business to sign contracts, bonds, and other agreements of \$2,000,000 or less on behalf of the Corporation.

RESOLVED, that this Corporation does hereby authorize Jonathan Bell, Wes Coffey, Richard Ferreira, Charles Oberosler, David Osburn, Michael Potts, and Leland Roberts in the ordinary course of business to sign contracts and bonds of \$1,000,000 or less on behalf of the Corporation.

RESOLVED, that this Corporation does hereby authorize Tareq Barakzoy, Bryan Cooper, Scott Ellis, Thomas Montgomery, Curtis Osborne, **Hugh Palmer**, Christopher Way, and Richard Wilson in the ordinary course of business to sign contracts and bonds of \$500,000 or less on behalf of the Corporation.

RESOLVED, that this Corporation does hereby authorize Rick Adams, Arvin Dalnay, Joseph Fitzgerald, Jason George, Todd Ginn, Dan Grumbles, Greg Guizado, Epi Ramirez, Patrick Rochon, Todd Ulma, and Richard Walker in the ordinary course of business to sign contracts of \$250,000 or less on behalf of the Corporation.

WITNESS THEREOF, the undersigned has set his hand and affixed the seal of this Corporation on this 13th day of February 2020.


Robert M. Osier, Corporate Secretary

**AMENDMENT NO. 1 TO AGREEMENT IN ASSOCIATION
WITH PURCHASE ORDER FMARC-0000088363
(PURCHASE REQUISITION PR1119281)**

THIS Amendment to AGREEMENT, is entered into this 19th day of March 2020, by and between ACCO ENGINEERED SYSTEM INC., a California Corporation, hereinafter called "Contractor," and the County of Riverside, hereinafter called "County."

A. The recent outbreak of the novel coronavirus (COVID-19) has been having a significant impact on the global economy. In particular, the impact on the tourism and hospitality industries has been devastating. On March 11, 2020, the World Health Organization declared that the outbreak of COVID-19 constitutes a "pandemic". Public health responses have included travel restrictions, quarantines, and curfews.

B. This Agreement is entered into pursuant to the Governor's State of Emergency Proclamation dated March 4, 2020, Executive Order N-25-20, and other Executive Orders related thereto, in response to COVID-19, and is directly related to that emergency and necessary for the preservation of public health and safety. County enters into this Agreement as a political subdivision of the State of California and in reliance upon the aforementioned proclamation and executive order that County will seek reimbursement from the State of California and the federal government to make County whole for its expenditures related thereto. All provisions of this Agreement shall be read and construed in a manner that is consistent with this stated purpose.

C. Under **Purchase Order FMARC-0000088363 (Purchase Requisition PR1119281)**, (the "Agreement"), the Contractor agreed to, and did begin performance to furnish all labor, materials, parts, equipment, tools, supervision, services, transportation, waste disposal, facilities and other required items necessary to complete Fabrication and installation of equipment for conversion of rooms to create Negative Pressure isolation rooms per RTM Engineering Consultants 95% CD Drawings at RUHS main hospital building, in accordance with all of the Contract Documents for the COVID 19 Emergency Preparation Project (the "Project").

D. In April of 2020, the County notified Contractor that it desires to cancel the Project and terminate this Agreement and that the Contractor shall cease all performance on the Project.

E. The parties desire to amend this Agreement to provide for the final contract amount due to the Contractor and to close out this Agreement due to the termination.

The parties mutually agree as follows:

1. CONTRACT TERMINATION: On April 15, 2020, the Project was cancelled, and the Agreement is hereby terminated effective on April 15, 2020 and of no further legal force and effect.

2. COMPENSATION TO BE PAID TO CONTRACTOR: The County previously agreed to Contractor's fee of \$Two Million, Four Hundred Seven Thousand, Eight Hundred Thirty-Four Dollars (\$2,407,834.00), including \$898,700 for Equipment which has already been paid. Due to the emerging changes in conditions associated with COVID-19, this Project has been cancelled and the Agreement is hereby terminated. Due to the termination of the Agreement, the new compensation due to Contractor for all work performed up to the date of termination, shall be One Hundred Fifty-Six Thousand Two Hundred Eighty Dollars and Twenty-One Cents (\$156,280.21), which is the final amount due to the Contractor under this Agreement. Any payments made by the County to date to the Contractor shall be credited against the consideration amount and the County shall pay the remaining balance. The Contractor agrees that the \$156,280.21 is the full and final amount due to Contractor for this Agreement for any work performed on this Project.

Contractor shall deliver to the County all data, estimates, graphs, summaries, reports, and other related materials as may have been prepared or accumulated by Contractor in performance of the Work, whether completed or in progress. The Parties mutually agree to release, waive and discharge each other and their agents and representatives, from any and all claims, demands, obligations or actions resulting from or relating to this Agreement that each may have against the other by reason of this Agreement.

3. REPRESENTATIVES:

a) The Contractor's designated representatives for this contract and project are:

Contractor's Project Manager – Tri Trac

Contractor's Administrative Representative - Sindisiwe Mafu

Contractor's legal type of organization: Mechanical Design, Construction and Service.

List names of all persons who have authority to bind the Contractor:

please refer to ACCO's Corporate Resolution (attached)

b) The County's designated representatives for this contract and project are:

County's Project Manager – Nahid Selbe

County's Administrative Representative – Rose Salgado

4. ADDITIONAL TERMS AND CONDITIONS:

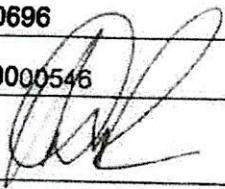
Attachment B hereto and incorporated herein are the County Conditions for the construction of Project referenced in the original Purchase Order (FMARC-0000088363) issued by County.

Any and all terms referring to a standard bidding process, bidding documents or lump sum cost are hereby deleted as this is considered an Emergency Contract and was let pursuant to Public Contract Code Section 22050 et seq.

[Signature Provisions on following Page]

COVID 19 EMERGENCY PREPARATION PROJECT
CONTRACT #: FMARC-~~88465~~ 88363

AGREED:

Firm Name:	ACCO ENGINEERED SYSTEMS INC.	
Address:	Dept 71152, P.O. Box 847360, Los Angeles, CA 90084	
Contractor's License No.	120696	Expires: 12/31/2021
DIR Registration No:	100000546	
Signature:		
Name and Title:	Hugh Palmer Risk Manager - Contracts	
	Date: 8/4/2020	

COUNTY OF RIVERSIDE

By: _____

Chairman

Board of Supervisors

ATTEST:

KECIA R. HARPER

Clerk of the Board

By: _____

Deputy

(SEAL)

APPROVED AS TO FORM:

Gregory P. Priamos

County Counsel

By: 

Synthia M. Gunzel

Chief Deputy County Counsel

Amendment to Agreement with ACCO Engineered Systems Inc.

COVID 19 EMERGENCY PREPARATION PROJECT
CONTRACT #: FMARC-~~88465~~ 88363

ATTACHMENT A

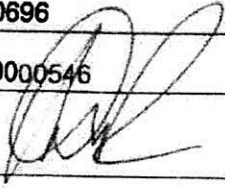
(RUHS Covid-19 Emergency Preparation Project
Main Hospital, 26520 Cactus Avenue, Moreno Valley, CA 92555

1. The Contractor shall furnish all travel, parts, labor, materials, rentals, equipment, disposal, transportation and supervision necessary to provide tenant improvements for COVID-19 Emergency Preparedness Project at Riverside University Health System in Moreno Valley, California. This work is required due to COVID-19 surge concerns, condition, and infectious disease concerns, immediate action is required to convert two rooms to Negative Space areas. Failure to do so immediately will promote imminent health safety and welfare concerns for hospital staff and general public in the form of; spread of infectious disease, non-regulatory compliance, health issues with potential for illness / loss of life, with the associated county risk and liabilities. Trades include, but not limited to; electrical, HVAC, fire sprinkler etc. Work to be performed in strict accordance with RTM Engineering Consultants 95% CD Drawings dated 3/26/20 and all items discussed at the job walk.

2. Additional requirements:
 - Contractor must perform all work in strict accordance with all applicable Federal, State and Local building codes and requirements to ensure the project meets County design, intent and performance requirements.
 - Contractor shall comply with all Federal, State and Local, rules and regulations that in any manner affect the work. Special attention is called, but not limited to, the Local environmental ordinances. Ignorance on the part of the bidder will in no way relieve him/her from responsibility of compliance with all said laws, ordinances, rules and regulations.
 - All work to be performed during regular business hours.
 - In regards to all fire related work, it is the contractor's responsibility to submit shop drawings to the County of Riverside Fire Department and all documentation to obtain a permit from the County of Riverside Fire Department. To coordinate all fire department inspections and submit the final inspection approval card to the County prior to approval of final payment.
 - All dusty or noisy work to be performed after hours or on weekends.
 - Certified Payroll is required on this project. See County Conditions.

COVID 19 EMERGENCY PREPARATION PROJECT
CONTRACT #: FMARC-88465 88363

AGREED:

Firm Name:	ACCO ENGINEERED SYSTEMS INC.	
Address:	Dept 71152, P.O. Box 847360, Los Angeles, CA 90084	
Contractor's License No.	120696	Expires: 12/31/2021
DIR Registration No:	1000000546	
Signature:		
Name and Title:	Date: 8/4/2020 Hugh Palmer Risk Manager - Contracts	

COUNTY OF RIVERSIDE

By: _____

Chairman

Board of Supervisors

ATTEST:

KECIA R. HARPER

Clerk of the Board

By: _____

Deputy

(SEAL)

APPROVED AS TO FORM:

Gregory P. Priamos
County Counsel

By: _____

Synthia M. Gunzel
Chief Deputy County Counsel

Amendment to Agreement with ACCO Engineered Systems Inc.

COVID 19 EMERGENCY PREPARATION PROJECT
CONTRACT #: FMARC-88465 88363

ATTACHMENT A

(RUHS Covid-19 Emergency Preparation Project
Main Hospital, 26520 Cactus Avenue, Moreno Valley, CA 92555

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COVID 19 EMERGENCY PREPARATION PROJECT
CONTRACT #: FMARC-88465 88363

- This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Pursuant to Labor Code section 1771.1, any contractor bidding, or subcontractor to be listed on a bid proposal subject to Public Contract Code section 4104, must be currently registered with the Department of Industrial Relations, pursuant to Labor Code Section 1725.5. No contractor or subcontractor may be awarded without proof of current registration, to perform public works.
- Pursuant to Labor Code Section 1861, the Contractor gives the following certification: "I am aware of the provisions of Section 3700 of the 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 that code, and I will comply with such provisions before commencing the performance of work of this contract."

COVID 19 EMERGENCY PREPARATION PROJECT
CONTRACT #: FMARC-~~88465~~ 88363

ATTACHMENT B

FMARC-0000088363



COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department
2980 Washington St
Riverside, CA 92504
Phone: (951) 955-4937
Fax: (951) 955-3730

PURCHASE ORDER

Vendor Instructions

1. Packaging Slip showing P.O. number and contents must accompany each shipment.
2. No charge for packaging or drayage will be allowed except when specified in order.
3. No partial billings except when specified in the order.
4. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS ORDER. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY THE BUYER.
5. MAIL INVOICE TO THE ADDRESS SHOWN BELOW. SHOW PURCHASE ORDER NUMBER AND ORDERING DEPARTMENT.
6. Out of state vendors MUST show CA Board of Equalization Permit Number. Otherwise, sales tax will be deducted.
7. IMPORTANT: Seller shall provide material safety data sheets for each product containing hazardous substances as listed by CA Dir. Ind. Rel. in CA Adm. Code, Title 8, Section 5194 and labor codes
8. If work is to be carried out on county property, vendor shall call purchasing and ascertain amounts and types of insurance required and provide proof of insurance before beginning work

FACILITIES MANAGEMENT

Facilities Management
Facilities Management Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

		Dispatch Via Email
Purchase Order	Date	Revision
FMARC-000088363	2020-03-23	
Payment Terms	Freight Terms	Ship Via
Due Now	FOB Destination, Freight Paid	BEST WAY
Buyer	Phone	Currency
David J. Valadez		USD

Vendor: 0000055402
ACCO Engineered System
Inc
Dept 71152
PO Box 847360
Los Angeles CA 90084
United States

Ship To: See Detail Below

Attention: Not Specified

Bill To: Facilities Management
Facilities Management
Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Tax Exempt? N

Tax Exempt ID:

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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1 - 1	Furnish and deliver per approved submittal - (6) VEKTOR-H-24 Fume Exhaust EF; (6) curbs w/integrated backdraft dampers; (6) BOAS units to be installed for the COVID-19 Emergency Preparation		1.00	DOL	898700.00	898700.00	05/22/2020
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Ship To: 26250 Cactus Ave
Moreno Valley CA
92555
United States

Schedule Total 898700.00

Item Total 99836 898700.00

This Purchase Order is being issued at the request of the County of Riverside Economic Development Agency for a Public Works project for the Riverside University Health Systems.

The Contractor shall furnish all labor, materials, parts, equipment, tools, supervision, services, transportation, waste disposal, facilities and other required items necessary to complete the following work in strict accordance with all of the Contract Documents.

PREVAILING WAGES AND LABOR CODE REQUIREMENTS

This is a public works project and may be subject to compliance monitoring and enforcement by the California Department of Industrial Relations. The awarded bidder shall comply with all applicable provisions of the California State Labor

Authorized Signature



COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department
2980 Washington St
Riverside, CA 92504
Phone: (951) 955-4937
Fax: (951) 955-3730

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FACILITIES MANAGEMENT

Facilities Management
Facilities Management Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

		Dispatch Via Email
Purchase Order	Date	Revision
FMARC-0000088363	2020-03-23	
Payment Terms	Freight Terms	Ship Via
Due Now	FOB Destination, Freight Paid	BEST WAY
Buyer	Phone	Currency
David J. Valadez		USD

Vendor: 0000055402
ACCO Engineered System
Inc
Dept 71152
PO Box 847360
Los Angeles CA 90084
United States

Ship To: See Detail Below

Attention: Not Specified

Bill To: Facilities Management
Facilities Management
Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Tax Exempt? N

Tax Exempt ID:

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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Code regarding prevailing wages, Department of Industrial Relations Division of Apprenticeship Standards Labor and other requirements, including but not limited to Labor Code Sections 1771.4, 1773.1, 1774, 1775, 1776, 1777.5, 1813 and 1815. It is the Contractors responsibility to upload their eCPR under the project ID noted below.

Note: per Per DIR Newsline #2017-52 Small Project Exemptions will be effective July 1, 2017. This exemption is from DIR contractor registration and PWC-100 project registration by the Awarding Body. It does not exempt the Contractor from the payment of prevailing wage rates.

Project Description and location: RUHS Equipment - COVID-19 ER Prep

DIR PROJECT ID: #324955 for Certified Payroll Records (CPR) reporting
Contractor's DIR Registration: 1000000546
Contractor's License: 120696
PWC-100 filed: 03/23/2020
Project Name: RUHS EQUIPMENT COVID-19
Project #: FM08430010494
Contract #: FMARC-88363
County Project Manager: TINA YORK

Applicable payment and performance bonds for projects exceeding \$25,000 (Civil Code 9550) as well as endorsed certificates of insurance must be received prior to start of project. Collecting bonding documentation and insurance is the responsibility of the PCS and/or County Project Manager prior to issuance of PO. If this PO is received and the above responsibilities have not been met, contact the County Project Manager and/or PCS.

Terms and Conditions: Unless otherwise stated in bid request documents and/or contract documents, terms and conditions for informal public works projects are in accordance with the following: 116-220 General Conditions Public Works under

Authorized Signature



COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department
2980 Washington St
Riverside, CA 92504
Phone: (951) 955-4937
Fax: (951) 955-3730

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4. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS ORDER. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY THE BUYER.
5. MAIL INVOICE TO THE ADDRESS SHOWN BELOW. SHOW PURCHASE ORDER NUMBER AND ORDERING DEPARTMENT.
6. Out of state vendors MUST show CA Board of Equalization Permit Number. Otherwise, sales tax will be deducted.
7. IMPORTANT: Seller shall provide material safety data sheets for each product containing hazardous substances as listed by CA Dir. Ind. Rel. in CA Adm. Code, Title 8, Section 5194 and labor codes
8. If work is to be carried out on county property, vendor shall call purchasing and ascertain amounts and types of insurance required and provide proof of insurance before beginning work

FACILITIES MANAGEMENT

Facilities Management
Facilities Management Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

		Dispatch Via Email
Purchase Order FMARC-0000088363	Date 2020-03-23	Revision
Payment Terms Due Now	Freight Terms FOB Destination, Freight Paid	Ship Via BEST WAY
Buyer David J. Valadez	Phone	Currency USD

Vendor: 0000055402
ACCO Engineered System
Inc
Dept 71152
PO Box 847360
Los Angeles CA 90084
United States

Ship To: See Detail Below

Attention: Not Specified

Bill To: Facilities Management
Facilities Management
Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Tax Exempt? N

Tax Exempt ID:

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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\$25k or 116-222 General Conditions-Public Works over \$25k. T&C's can be found on the Purchasing and Fleet Services website at <http://www.purchasing.co.riverside.ca.us/Terms.aspx>

CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives Indemnitors from this Agreement. CONTRACTOR shall defend, at its sole expense, all costs and fees including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards, the Indemnitees in any claim or action based upon such alleged acts or omissions.

With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to Indemnitees as set forth herein.

CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.

Authorized Signature



COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department
 2980 Washington St
 Riverside, CA 92504
 Phone: (951) 955-4937
 Fax: (951) 955-3730

PURCHASE ORDER

Vendor Instructions

- | | |
|--|---|
| <ol style="list-style-type: none"> 1. Packaging Slip showing P.O. number and contents must accompany each shipment. 2. No charge for packaging or drayage will be allowed except when specified in order. 3. No partial billings except when specified in the order. 4. THIS ORDER EXPRESSLY LIMITS ACCEPTANCE TO THE TERMS OF THIS ORDER. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY THE SELLER ARE REJECTED UNLESS EXPRESSLY ASSENTED TO IN WRITING BY THE BUYER. | <ol style="list-style-type: none"> 5. MAIL INVOICE TO THE ADDRESS SHOWN BELOW. SHOW PURCHASE ORDER NUMBER AND ORDERING DEPARTMENT. 6. Out of state vendors MUST show CA Board of Equalization Permit Number. Otherwise, sales tax will be deducted. 7. IMPORTANT: Seller shall provide material safety data sheets for each product containing hazardous substances as listed by CA Dir. Ind. Rel. in CA Adm. Code, Title 8, Section 5194 and labor codes 8. If work is to be carried out on county property, vendor shall call purchasing and ascertain amounts and types of insurance required and provide proof of insurance before beginning work |
|--|---|

FACILITIES MANAGEMENT

Facilities Management
 Facilities Management Dept
 3133 Mission Inn Ave
 Riverside CA 92507
 United States

Dispatch Via Email		
Purchase Order	Date	Revision
FMARC-0000088363	2020-03-23	
Payment Terms	Freight Terms	Ship Via
Due Now	FOB Destination, Freight Paid	BEST WAY
Buyer	Phone	Currency
David J. Valadez		USD

Vendor: 0000055402
 ACCO Engineered System
 Inc
 Dept 71152
 PO Box 847360
 Los Angeles CA 90084
 United States

Ship To: See Detail Below

Attention: Not Specified

Bill To: Facilities Management
 Facilities Management
 Dept
 3133 Mission Inn Ave
 Riverside CA 92507
 United States

Tax Exempt? N

Tax Exempt ID:

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
----------	------------------	--------	----------	-----	----------	--------------	----------

The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees herein from third party claims.

In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed by law

Insurance Requirements: Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the COUNTY harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement. As respects to the insurance section only, the COUNTY herein refers to the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. In regards to Worker's Compensation, the policy shall be endorsed to waive subrogation in favor of The County of Riverside.

Insurance requirements and limits can be found on the Risk Management website at: <http://riskmgmt.rc-hr.com/ContractLanguage/StandardContractLanguage.aspx>

Notice of Completion shall be finalized by the County Project Manager and provided to the Contractor and Purchasing. (Civil Code 9204)

*This service was processed under Board Policy B11 Emergency section and is exempt from bidding requirements. Email confirming emergency action is

Authorized Signature



COUNTY OF RIVERSIDE

Purchasing and Fleet Services Department
2980 Washington St
Riverside, CA 92504
Phone: (951) 955-4937
Fax: (951) 955-3730

PURCHASE ORDER

Vendor Instructions

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FACILITIES MANAGEMENT

Facilities Management
Facilities Management Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

		Dispatch Via Email
Purchase Order	Date	Revision
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Payment Terms	Freight Terms	Ship Via
Due Now	FOB Destination, Freight Paid	BEST WAY
Buyer	Phone	Currency
David J. Valadez		USD

Vendor: 0000055402
ACCO Engineered System
Inc
Dept 71152
PO Box 847360
Los Angeles CA 90084
United States

Ship To: See Detail Below

Attention: Not Specified

Bill To: Facilities Management
Facilities Management
Dept
3133 Mission Inn Ave
Riverside CA 92507
United States

Tax Exempt? N

Tax Exempt ID:

Replenishment Option: Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
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attached. Emergency action does not negate the payment and performance bonding and/or DIR project registration. This is the responsibility of the Project Manager.

=====
PO Approved by:
David Valadez, Procurement Contract Specialist
County of Riverside Purchasing and Fleet Services
2980 Washington Street, Riverside CA 92504
EDA Office Phone: (951) 955-7989
Email: DValadez@rivco.org

Total PO Amount 898700.00

Authorized Signature



BID CONTRACT

Page 1 of 2

Corporate Office: 888 E. Walnut Street, Pasadena, CA 91101
Telephone: (800) 998-2226 Fax: (818) 548-4402

JOB #

Principle Offices: San Carlos Concord Sacramento Orange County Santa Clara San Diego San Leandro Seattle, WA

QUOTATION TO:

Dave Baucom
Riverside University Health System
26520 Cactus Ave
Moreno Valley, CA 92555

JOB NAME/ADDRESS:

Riverside University Health System
26520 Cactus Ave
Moreno Valley, CA 92555

THE CONDITIONS PRINTED EITHER ON THE REVERSE SIDE OR ATTACHED ARE PART HEREOF.
This work or price quotation does not include detection, abatement, encapsulation or removal of asbestos or products, materials, or equipment containing asbestos.

SCOPE OF WORK:

ACCO Engineered Systems is pleased to furnish and deliver (6) Exhaust Fans and (6) Dedicated Outside Air System (DOAS) AC Units to the location referenced above. *Equipment submittals approved to be released by RTMEC March 18, 2020.*

Scope of work

- Furnish and deliver (6) VEKTOR-H-24 Fume Exhaust EF per approved submittal.
- Furnish and deliver (6) curbs with integrated backdraft dampers.
- Furnish and deliver (6) DOAS units.
- Equipment order includes manufacturers expedite option.
- Work to be performed both during normal hours.

"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 is filed within three 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, CA 95826."

California State License No. 120696

The total price of this work is **\$898,691.00**, including all taxes. Terms of payment, unless modified above, are: 0 down payment and the balance due upon the receipt of invoice.

Your signed acceptance of this Bid Contract within 30 days from March 18, 2020 shall, upon the acceptance of the Seller, constitute a contract to perform the work described above, including all Terms and Conditions contained herein.

Seller shall be defined to mean ACCO Engineered Systems or its assigns.

Buyer shall be defined to mean the Owner, Owners/Agent, Builder, Architect, lessees, or any person acting on behalf of any of the foregoing.

Prepared in duplicate March 18, 2020.

Prepared for
ACCO Engineered Systems

By: 
Tri Trac, P.E., Project Manager

ACCEPTED for BUYER:

ACCEPTED for SELLER:

By: 
(Authorized Signature)

By: _____
(Authorized Signature)

Name/Title: _____

Name/Title: _____

Date of Acceptance: _____

Date of Acceptance: _____



TERMS AND CONDITIONS TO BID CONTRACT
Page 2 of 2

1. All work shall be performed during normal working hours unless otherwise stated herein.
2. ACCO Engineered Systems agrees to maintain in full force and effect a Workmen's Compensation Insurance policy and a Comprehensive Liability Insurance policy in substantial amounts to protect all parties to this agreement, furnishing certificates of insurance, if required by Buyer.
3. Buyer shall prepare the premises to permit free movement and erection of materials, providing necessary openings, supports, cutting, patching, necessary public utility and steam services, and pay all fees in accordance with codes and ordinances unless otherwise indicated in this Bid Contract.
4. In the event that the Seller encounters any asbestos product or material in the course of performing its work, the Seller shall have the right to immediately discontinue its work and remove its employees from the project, or that portion of the project wherein such product or materials were encountered, until such time as any hazards connected therewith are abated, encapsulated or removed and/or it is determined that no hazard exists; further, Seller shall receive an extension of time to complete its work and compensation for delays encountered and compensation for any change in the sequence of method or its work occasioned as a consequence of said encounter.
5. ACCO Engineered Systems extends manufacturer's standard warranties on all new equipment, misuse or abuse excepted, for a period not to exceed one year from date of first beneficial use, which shall be defined as the Start-up Date. ACCO Engineered Systems guarantees all repaired materials, parts and labor for a period of ninety (90) days from the date of first beneficial use. There are no warranties, expressed or implied, other than the above unless so noted herein.
Seller shall not be liable for any consequential damages including, but not limited to, liquidated damages, loss of rent, interest expense, extended overhead or any other delay damages of any kind, nature or description. It is expressly understood and agreed that the only liability of Seller is to replace defective workmanship or material as herein above set forth.
6. ACCO Engineered Systems agrees that for a period of ninety (90) days following the initial operation of the installation, it will replace any refrigerant loss caused by defects in the equipment, material, parts, or workmanship furnished under this contract. Replacement of refrigerant due to failure or defects other than items furnished by Seller is not included as a part of this agreement.
7. ACCO Engineered Systems shall not be liable for the corrosive or erosive action of liquids and/or gases upon the equipment specified and no part of such equipment shall be deemed defective by reason of its failure to resist physical or chemical action of such elements or items upon such equipment.
8. This agreement shall not be binding until duly accepted by an authorized officer of ACCO Engineered Systems. No person has authority to make or claim any representation, warranty, term, promise, or condition, expressed or implied, statutory or otherwise, which is not expressed herein. This agreement constitutes the entire agreement between the parties and supersedes and revokes any previous agreement, written or oral, with respect to the labor and equipment covered hereby and may not be amended or modified except in writing executed by the parties hereto.
9. Under no circumstances shall the liability of Seller arising out of the sale or erection of the equipment hereunder, or arising out of its use, whether on warranties or otherwise, in any case exceed the lesser of the following: (a) Cost of correcting defects in the equipment or workmanship; or (b) the difference in value between the installation as installed and the cost of the original installation thereof, if installed strictly as in the contract documents set forth. And in no event shall any claims be made by either party against the other for consequential damages.
10. The Seller shall not be bound by any plans and specifications or conditions, existing or otherwise, that have not been presented to or delivered to it for the purpose of submitting this bid, nor shall the Seller be bound by any city ordinances, State laws or other governmental regulations not in effect at the time of submitting this bid, or which had become obsolete and which no longer was enforced by such public body enacting the same.
11. The Seller shall be excused for any delay in completion of this Bid Contract caused by acts of God, including but not limited to, wind, rain, flood, storm, landslide, subsidence and earthquake; acts of neglect of owner or architect or by any employee or agent of either; acts of neglect of separate contractors employed by owner; acts of public utilities or governmental or public bodies or their agents; material shortages; labor trouble, labor slowdowns; strikes; union activity causing a reduction in productivity; fire; casualty; delay in transportation; changes ordered in the work; failure of Buyer to make payments to Seller as required under this Bid Contract, or other causes beyond the reasonable control of Seller, any of which shall automatically entitle Seller to reasonable or necessary extensions of the completion date of the work and to an equitable adjustment of the contract price to compensate Seller for all costs and expenses of additional labor, service, equipment or material and extended overhead resulting from any such delay.
If any of the materials specified are not readily available, the Seller may substitute equally efficient materials or fixtures of generally similar character in lieu of the equipment, materials or fixtures specified, and it shall allow any differential between the original cost of the materials specified and the materials furnished.
In the event of inability to obtain labor at union scale or without paying a premium above such scale, Seller may delay performance until same shall be obtainable without premium payment or at the option of the Buyer the latter may require the use of materials or labor requiring the payment of such excess cost, but upon condition that the Buyer shall pay such excess.
12. No additional work will be performed unless it is authorized in writing by the Buyer. If the Buyer refuses to sign a written work authorization or change order for the extra work, Seller reserves the right to refuse to perform the extra work.

13. Should either party hereto bring suit in court to enforce the terms hereof, any judgment awarded shall include court costs and reasonable attorney's fees to the successful party.
14. Seller assumes no responsibility for the design on those jobs where Seller prepares working or shop drawings from designs furnished by others. Seller assumes no responsibility whatsoever for design or operative end result under any contract unless there is affirmatively stated on the obverse side of this Bid Contract, a direct undertaking on Seller's part so to do.
15. Seller may suspend further performance under this Bid Contract upon three (3) days written notice to the Buyer in the event the Buyer is in breach of this Bid Contract for breach other than non-payment. Notice need not be given if work is suspended due to non-payment or due to the failure of the Buyer to pay for change orders as provided herein. In the event Seller elects to suspend performance, Seller shall be entitled to remobilization costs, including profit and overhead, upon the Buyer bringing payments current or issuing proper change orders for extra work. Such costs will equal actual losses sustained by Seller in terminating and restarting work.
16. This contract is entered into upon the understanding that in the prosecution of any work herein specified Seller will be allowed sufficient time for the performance of said work on the basis of a normal eight-hour day, and in the event that Buyer or any subcontractor require Seller to perform such labor on an overtime basis, then such additional expense of every kind and character as Seller may be required to incur on account of said overtime labor, shall constitute an additional charge herein.
17. It is agreed that Buyer is to provide without cost to Seller, proper hoisting conveyances and scaffolding (including the use of engineer) at times so as to not delay Seller's part of the work, unless otherwise indicated in this proposal.
18. Any loss or damage to Seller's work, materials or equipment occurring at the site of the project occasioned by fire, flood, earthquake, windstorm, riot or civil commotion shall be protected by Builders Risk Insurance procured by the contractor or owner without cost to Seller and Seller shall receive a proportionate share of the amount of any payment loss under any such policy or policies according as Seller's interest may appear.
19. Notwithstanding any provision in the plans, specifications, contract between prime contractor and owner, general conditions, or any contract documents executed by and between contractor and owner having to do with the subject now stated, Seller shall not be liable for the cost of correcting defects occasioned by the acts or omissions of employees of other subcontractors, the prime contractor, owner or any segregated contractor, to work performed by Seller. Before Seller proceeds with any corrective work to repair such damage, the prime contractor, or other person contracting with Seller in this Bid Contract, shall give Seller an unqualified instruction to proceed with the work upon their responsibility to compensate Seller therefor as an extra.
20. The Seller expressly reserves the right to assign all or any portion of its rights and/or duties under this Bid Contract with or without notice to the Buyer herein.
21. In the event of a conflict between the terms and conditions of this Bid Contract and terms and conditions stated in the plans and specifications, or any other contract document, including the prime contract between owner and prime contractor, the terms of this Bid Contract shall govern.
22. If, in Seller's opinion, Buyer's credit becomes impaired, Seller may, at its option, suspend work and deliveries under this contract until it has received full settlement or security for services rendered and is satisfied as to Buyer's credit for further shipments. If Buyer fails or refuses to make such payment, or give such security, then the full amount due under this contract at such time, for labor and material and/or equipment furnished shall immediately become due and payable and Seller shall have the right and the option to terminate this agreement. In the event that a suspension of this contract is required because of Buyer's doubtful credit, an extension of the time fixed for the performance of this contract equal to the time of such suspension, shall automatically occur. If legal action is filed to effect collection of any sums due hereunder, Seller shall be entitled to reasonable attorney fees in addition to all other damages found to be due hereunder.

ACCEPTED FOR BUYER:

By: _____
(Authorized Signature)

Name/Title: _____

Date of Acceptance: _____

York, Tina

From: David Baucom <d.baucom@ruhealth.org>
Sent: Wednesday, March 18, 2020 2:34 PM
To: Tri Trac
Cc: Pena, Sergio @EDA; York, Tina; Selbe, Nahid; Ruben Bretado; Tyler Rowe
Subject: RE: [EXTERNAL] 2nd Floor Negative Pressure Project

Follow Up Flag: Follow up
Flag Status: Flagged

Yes you are approved to order.

Thanks.

David Baucom
Executive Director, Facilities, Design and Development
Riverside University Health System - Medical Center & Clinics
26520 Cactus Avenue, Moreno Valley, CA 92555
O: (951) 486-7575 C: (951) 388-0515
D.Baucom@RUHealth.org

From: Tri Trac <ttrac@accoes.com>
Sent: Wednesday, March 18, 2020 1:04 PM
To: David Baucom <d.baucom@ruhealth.org>
Cc: Sergio Pena <sepena@rivco.org>; Tina York <TRYork@rivco.org>; Nahid Selbe <NSelbe@rivco.org>; Ruben Bretado <rbretado@accoes.com>; Tyler Rowe <trowe@accoes.com>
Subject: [EXTERNAL] 2nd Floor Negative Pressure Project

CAUTION: This email originated from outside of **Riverside University Health System's** email system.
DO NOT click links or open attachments unless you recognize the sender and know the content is safe.

Dave,

Please accept this email as an authorization to proceed to order six (6) exhaust fans and six (6) DOAS units to be used for the 2nd floor negative pressure project and the ED area. A formal quotation for the equipment only will come shortly along with a separate proposal to install associated ductwork.

Please confirm.

Regards,

Tri Trac, P.E. | Senior Project Manager | ACCO Engineered Systems Inc.
888 East Walnut Street | Pasadena, California | 91101
OFFICE: (818) 244-6571 main | (800) 998-2226 - 24 Hour Service Dispatch
DIRECT: (818) 648-2720 cell | email: ttrac@accoes.com | www.accoes.com

RUHS Confidentiality Disclaimer

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GENERAL CONDITIONS OF
THE STANDARD FORM CONSTRUCTION CONTRACT
BETWEEN COUNTY AND CONTRACTOR

(LONG FORM)

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GENERAL CONDITIONS OF
THE STANDARD FORM CONSTRUCTION CONTRACT
BETWEEN COUNTY AND CONTRACTOR

(LONG FORM)

ARTICLE 1
GENERAL PROVISIONS

1.1 DEFINITIONS

1.1.1 **Acceptance.** "Acceptance" means the point that the Project is formally accepted by the Board of Supervisors and a Notice of Completion is recorded by County.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- .1 Notice Inviting Bids;
- .2 Instructions to Bidders;
- .3 Bid Form;
- .4 Standard Form of Construction Contract Between County and Contractor (unsigned);
- .5 General Conditions to Standard Form of Construction Contract Between County and Contractor (Long Form);
- .6 Specifications;
- .7 Plans and Drawings;
- .8 Addenda;
- .9 Reference Documents;
- .10 Safety Program; and

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

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

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

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

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

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

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

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

.1 that are the result of

(1) Differing Site Conditions,

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

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

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

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

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

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

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

- .1 that is the result of
 - (a) a Compensable Change,
 - (b) the active negligence of County, Architect, a County Consultant or a Separate Contractor,
 - (c) a breach by County of an obligation under the Contract Documents, or
 - (d) other circumstances involving Delay for which Contractor is given under the Contract Documents a specific and express right to a Contract Adjustment adjusting the Contract Price;
- .2 that is not caused, in whole or in part, by an act or omission of Contractor or a Subcontractor, of any Tier, constituting negligence, willful misconduct, or a violation of an Applicable Law, or a failure by Contractor or any Subcontractor, of any Tier, to comply with the Contract Documents; and
- .3 for which a Contract Adjustment to the Contract Time is neither prohibited by nor waived under the terms of the Contract Documents.

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

1.1.31 **Construction Contract.** "Construction Contract" means the written form of Standard Form of Construction Contract Between County and Contractor included in the Bidding Documents signed by County and Contractor.

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

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

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

- .1 Construction Contract;
- .2 Addenda;
- .3 General Conditions;
- .4 Specifications;
- .5 Plans and Drawings;
- .6 Modifications;

.7 Reference Documents;

.8 Change Orders;

.9 Unilateral Change Orders;

.10 Construction Change Directives;

.11 Safety Program;

.12 other documents that comprise exhibits, attachments or riders to the documents listed in preceding Subparagraph 1.1.35.1 through Subparagraph 1.1.35.11, above;

.13 executed Declaration of Sufficiency of Funds;

.14 executed Non-Collusion Declaration; and

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.47 **Date of Commencement.** "Date of Commencement" means the starting date used for calculation of the Contract Time, and is the date, no earlier than the first working day following issuance of the Notice to Proceed, that is fixed in the Notice to Proceed issued by the County or, if no Notice to Proceed is issued, the Day that the Contractor actually commences Work at the Site in accordance with Paragraph 8.1.1, below.

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

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

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

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

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

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

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

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

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

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

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

1.1.59 Director of Facilities Management. "Director of Facilities Management" means the Director for Facilities Management, or his/her designee.

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

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

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

1.1.63 Environmental Laws. "Environmental Laws" means all applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees and permits or other requirements of any Governmental Authority, which regulate, relate to, or impose liability or standards of conduct concerning any Hazardous Substance (including, without limitation, the use, handling, transportation, production, disposal, discharge or storage thereof), occupational or environmental conditions on, under, or about the Site or Existing Improvements (including, without limitation, soil, groundwater, and indoor and ambient air conditions), environmental protection (natural or manmade resources), or occupational health or industrial hygiene (but only to the extent related to Hazardous Substances on, under, or about the Site or Existing Improvements), as now or may at any later time be in effect, including without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 [42 U.S.C.A. §§ 9601 et seq.]; the Resource Conservation and Recovery Act of 1976 [42 U.S.C.A. §§ 6901 et seq.]; the Clean Water Act (also known as the Federal Water Pollution Control Act) [33 U.S.C.A. §§ 1251 et seq.]; the Toxic Substances Control Act [15 U.S.C.A. §§ 2601 et seq.]; the Hazardous Substances Transportation Act [49 U.S.C.A. §§ 1801 et seq.]; the Insecticide, Fungicide, Rodenticide Act [7 U.S.C.A. §§ 136 et seq.]; the Superfund Amendments and Reauthorization Act [42 U.S.C.A. §§ 6901 et seq.]; the Clean Air Act [42 U.S.C.A. §§ 7401 et seq.]; the Safe Drinking Water Act [42 U.S.C.A. §§ 300f et seq.]; the Solid Waste Disposal Act [42 U.S.C.A. §§ 6901 et seq.]; the Surface Mining Control and Reclamation Act [30 U.S.C.A. §§ 1201 et seq.]; the Emergency Planning and Community Right to Know Act [42 U.S.C.A. §§ 11001 et seq.]; the Occupational Safety and Health Act [29 U.S.C.A. §§ 655 and 657]; the Residential Lead-Based Paint Exposure Act (Title X of the Housing and Community Development Act of 1992) [15 U.S.C.A. §§ 2681 et seq.]; the Lead-Based Paint Poisoning Prevention Act [42 U.S.C.A. §§ 4821 et seq.]; the Federal Endangered Species Act, the California Endangered Species Act, the Migratory Bird Treaty Act, the National Environmental Policy Act, the California Environmental Quality Act, Porter Cologne Water Quality Act (California Water Code §§ 13000 et seq), and all similar federal, state or local laws, rules, orders, regulations, statutes, ordinances, codes, decrees, or requirements.

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

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

1.1.66 Event of Contractor Default. "Event of Contractor Default" means any of the events constituting default by Contractor as set forth in [Paragraph 15.1.1](#), below.

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

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

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

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

1.1.71 **Final Completion, Finally Complete.** "Final Completion" and "Finally Complete" mean the point at which the following conditions have occurred with respect to the entire Work:

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

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

.3 the Work and the related portions of the Site have been thoroughly cleared of all construction debris and cleaned in accordance with the requirements of the Contract Documents, including, but not necessarily limited to where applicable, the following: removal of temporary protections; removal of marks, stains, fingerprints and other soil and dirt from painted, decorated and natural-finished woodwork and other Work; removal of spots, plaster, soil and paint from ceramic tile, marble and other finished materials; all surfaces, fixtures, cabinet work and equipment are wiped and washed clean and in an undamaged, new condition; all aluminum and other metal surfaces are cleaned in accordance with recommendations of the manufacturer; and all stone, tile and resilient floors are cleaned thoroughly in accordance with the manufacturer's recommendations and buff dried by machine to bring the surfaces to sheen;

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

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

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

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

1.1.73 **Final Payment.** "Final Payment" means payment by County to Contractor of the entire unpaid balance of the Contract Price due to Contractor following Final Completion.

1.1.74 **FM.** "FM" means Facilities Management for the County of Riverside.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.96 **Notice Inviting Prequalification Statements.** "Notice Inviting Prequalification Statements" means the formal notice issued by County inviting contractors to participate in County's process for Prequalification of Bidders.

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

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