



Work Order Signature Document

EZIQC Contract No.: GA-ST10-040820-RSI			
<input checked="" type="checkbox"/>	New Work Order	<input type="checkbox"/>	Modify an Existing Work Order
Work Order Number:	133595.00	Work Order Date:	09/19/2024
Work Order Title:	City of Forest Park - Business Incubator Building Exterior Renovations		
Owner Name:	City of Forest Park	Contractor Name:	Rubio & Son Interiors, Inc.
Contact:	Talisa Clark	Contact:	Wesley Sparks
Phone:	4043664720	Phone:	7708803160

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 EZIQC Contract No GA-ST10-040820-RSI.	
<u>Brief Work Order Description:</u>	
City of Forest Park - Business Incubator Building Exterior Renovations	

Time of Performance	<i>See Schedule Section of the Detailed Scope of Work</i>		
Liquidated Damages	Will apply: <input type="checkbox"/>	Will not apply: <input checked="" type="checkbox"/>	

Work Order Firm Fixed Price: \$126,876.13
Owner Purchase Order Number:

Approvals

Owner		Contractor
Date		Date

Detailed Scope of Work

To: Wesley Sparks
Rubio & Son Interiors, Inc.
Rubio and Son Interiors, Inc
Hoschton, GA 30548
7708803160

From: Talisa Clark
City of Forest Park
745 Forest Parkway
Forest Park, GA 30297
4043664720

Date Printed: September 19, 2024

Work Order Number: 133595.00

Work Order Title: City of Forest Park - Business Incubator Building Exterior Renovations

Brief Scope: City of Forest Park - Business Incubator Building Exterior Renovations

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.

Please see attached detailed scope of work (DSOW)

Contractor

Date

Owner

Date

Contractor's Price Proposal - Summary

Date: September 19, 2024
IQC Master Contract #: GA-ST10-040820-RSI
Work Order Number: 133595.00
Owner PO #:
Work Order Title: City of Forest Park - Business Incubator Building Exterior Renovations
Contractor: Rubio & Son Interiors, Inc.
Proposal Name: City of Forest Park - Business Incubator Building Exterior Renovations
Proposal Value: \$126,876.13

01 - General Requirements	\$7,244.91
07 - Thermal & Moisture Protection	\$57,755.09
09 - Finishes	\$61,876.13
Proposal Total	\$126,876.13

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

Contractor's Price Proposal - Detail

Date: September 19, 2024
IQC Master Contract #: GA-ST10-040820-RSI
Work Order Number: 133595.00
Owner PO #:
Work Order Title: City of Forest Park - Business Incubator Building Exterior Renovations
Contractor: Rubio & Son Interiors, Inc.
Proposal Name: City of Forest Park - Business Incubator Building Exterior Renovations
Proposal Value: \$126,876.13

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
01 - General Requirements					
1	01 22 20 00 0006		HR	CarpenterFor tasks not included in the Construction Task Catalog® and as directed by owner only.	\$973.02
				Installation Quantity 16.00 x Unit Price 57.89 x Factor 1.0505 = Total 973.02 Two carpenters 8 hours to scab studs	
2	01 22 23 00 0010		MO	60' Engine Powered, Telescoping Boom Man Lift With Platform	\$5,662.63
				Installation Quantity 1.50 x Unit Price 3,593.61 x Factor 1.0505 = Total 5,662.63 6 weeks needed to complete work	
3	01 74 19 00 0015		EA	30 CY Dumpster (4 Ton) "Construction Debris"Includes delivery of dumpster, rental cost, pick-up cost, hauling, and disposal fee. Non-hazardous material.	\$609.26
				Installation Quantity 1.00 x Unit Price 579.97 x Factor 1.0505 = Total 609.26	
Subtotal for 01 - General Requirements					\$7,244.91
07 - Thermal & Moisture Protection					
4	07 24 13 00 0012		SF	15.0 OZ, Fiberglass Reinforcing Mesh For Exterior Insulation Finishing Systems (EIFS) (Dryvit Panzer® 15), Embedded In A Layer Of Base Coat	\$7,096.38
				Installation Quantity 1,124.00 x Unit Price 6.01 x Factor 1.0505 = Total 7,096.38 For the columns, drive-thru, and parts of trim that are damaged and needed cut out and patched	
5	07 24 13 00 0017		SF	Water Resistant, Acrylic Co-Polymer Base Coat For Exterior Insulation Finishing Systems (EIFS) (Dryvit Dryflex®)	\$15,045.26
				Installation Quantity 3,080.00 x Unit Price 4.65 x Factor 1.0505 = Total 15,045.26 First coat for the patches in the columns, drive-thru, and skimming the panels affected by signage	
6	07 24 13 00 0025		SF	Mildew Resistant, 100% Acrylic-Based Aggregate Textured Finish Coat For Exterior Insulation Finishing Systems (EIFS) (Dryvit PMR™ Finish)	\$13,848.11
				Installation Quantity 3,080.00 x Unit Price 4.28 x Factor 1.0505 = Total 13,848.11 Finishing coat for the patches in the columns, drive-thru, and skimming the panels affected by signage	
7	07 24 13 00 0031		SF	100% Acrylic Emulsion Primer/Sealer For Exterior Insulation Finishing Systems (EIFS) (Dryvit SealClear™)	\$3,009.05
				Installation Quantity 3,080.00 x Unit Price 0.93 x Factor 1.0505 = Total 3,009.05 Primer for the patches in the columns, drive-thru, and skimming the panels affected by signage	
8	07 24 13 00 0047		SF	Demolish Exterior Insulation Finishing Systems (EIFS)Includes demolition of all finish coats, base coats, reinforcing layers and insulation layers down to the substrate. Excludes demolition of sheathing.	\$4,475.09
				Installation Quantity 1,124.00 x Unit Price 3.79 x Factor 1.0505 = Total 4,475.09 For the columns, drive-thru, and parts of trim that are damaged and needed cut out and patched	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 133595.00
Work Order Title: City of Forest Park - Business Incubator Building Exterior Renovations

Proposal Name: City of Forest Park - Business Incubator Building Exterior Renovations
Proposal Value: \$126,876.13

Sect.	Item	Modifier.	UOM	Description	Line Total
Labor	Equip.	Material	(Excluded if marked with an X)		
07 - Thermal & Moisture Protection					
9	07 62 19 00 0161		LF	>7" To 9" Girth, 24 Gauge, Galvanized Steel Drip Edge	\$9,699.90
				Installation	
				Quantity	Unit Price
				580.00	15.92
				x	x
				Factor	Total
				1.0505	= 9,699.90
				Flashing for a trim edge around building and drive-thru	
10	07 91 23 00 0006		LF	3/4" Polyethylene Or Polyurethane Backer Rod	\$1,142.73
				Installation	
				Quantity	Unit Price
				420.00	2.18
				x	x
				Factor	Total
				1.0505	= 961.84
				Demolition	
				Quantity	Unit Price
				420.00	0.41
				x	x
				Factor	Total
				1.0505	= 180.90
				All caulk seams and backer rod will be cut out and replaced	
11	07 92 13 00 0062		CLF	3/4" x 1" Joint, Polysulfide Sealant And Caulking	\$3,733.70
				Installation	
				Quantity	Unit Price
				4.20	775.31
				x	x
				Factor	Total
				1.0505	= 3,420.75
				Demolition	
				Quantity	Unit Price
				4.20	70.93
				x	x
				Factor	Total
				1.0505	= 312.95
				All caulk seams and backer rod will be cut out and replaced	
12	07 92 13 00 0062 0120		MOD	For >2.5 CLF, Deduct	-\$295.13
				Installation	
				Quantity	Unit Price
				4.20	-66.89
				x	x
				Factor	Total
				1.0505	= -295.13
Subtotal for 07 - Thermal & Moisture Protection					\$57,755.09
09 - Finishes					
13	09 01 90 52 0005		SF	Chemical Clean, Brush And Wash, Concrete And Masonry Surfaces, Surface Preparation	\$10,560.47
				Installation	
				Quantity	Unit Price
				16,480.00	0.61
				x	x
				Factor	Total
				1.0505	= 10,560.47
				Clean mildew, grime, and other spots throughout building	
14	09 01 90 52 0005 0330		MOD	For >15,000 To 30,000, Deduct	-\$1,558.10
				Installation	
				Quantity	Unit Price
				16,480.00	-0.09
				x	x
				Factor	Total
				1.0505	= -1,558.10
15	09 01 90 52 0008		SF	2,000 To 5,000 PSI Pressure Wash, Concrete And Masonry Surfaces, Surface Preparation	\$5,366.79
				Installation	
				Quantity	Unit Price
				16,480.00	0.31
				x	x
				Factor	Total
				1.0505	= 5,366.79
				Clean accumulated aggregates	
16	09 01 90 52 0008 0330		MOD	For >15,000 To 30,000, Deduct	-\$692.49
				Installation	
				Quantity	Unit Price
				16,480.00	-0.04
				x	x
				Factor	Total
				1.0505	= -692.49
17	09 22 16 13 0016		SF	4" Width, 16" On Center, 18 Gauge, Non-Load Bearing, Non-Structural, Galvanized Steel Stud Framing With Tracks And Runners	\$3,433.87
				Installation	
				Quantity	Unit Price
				720.00	4.07
				x	x
				Factor	Total
				1.0505	= 3,078.39
				Demolition	
				Quantity	Unit Price
				720.00	0.47
				x	x
				Factor	Total
				1.0505	= 355.49
				4' high on columns will be cut out, replaced, and then scabbed	

Contractor's Price Proposal - Detail Continues..

Work Order Number: 133595.00
Work Order Title: City of Forest Park - Business Incubator Building Exterior Renovations

Proposal Name: City of Forest Park - Business Incubator Building Exterior Renovations
Proposal Value: \$126,876.13

Sect.	Item	Modifier	UOM	Description	Line Total	
Labor	Equip.	Material	(Excluded if marked with an X)			
09 - Finishes						
18	09 22 16 13 0016	0003	MOD	For Soffit, Columns Or Beams Up To 10' High, Add	\$1,036.21	
			Installation	Quantity 720.00 x Unit Price 1.37 x Factor 1.0505 = Total 1,036.21		
19	09 91 13 00 0094		SF	1 Coat Primer, Brush/Roller Work, Paint Exterior Stucco Walls	\$15,581.02	
			Installation	Quantity 16,480.00 x Unit Price 0.90 x Factor 1.0505 = Total 15,581.02		
				Primer for the exterior		
20	09 91 13 00 0094	0194	MOD	For Work >15' To 20' Above Floor, AddApplied only to work area above 15' to 20'.	\$756.36	
			Installation	Quantity 8,000.00 x Unit Price 0.09 x Factor 1.0505 = Total 756.36		
21	09 91 13 00 0094	0206	MOD	For >10,000 To 20,000, Deduct	-\$2,423.71	
			Installation	Quantity 16,480.00 x Unit Price -0.14 x Factor 1.0505 = Total -2,423.71		
22	09 91 13 00 0096		SF	2 Coats Paint, Brush/Roller Work, Paint Exterior Stucco Walls	\$33,239.50	
			Installation	Quantity 16,480.00 x Unit Price 1.92 x Factor 1.0505 = Total 33,239.50		
				2 coats paint for exterior		
23	09 91 13 00 0096	0194	MOD	For Work >15' To 20' Above Floor, AddApplied only to work area above 15' to 20'.	\$1,596.76	
			Installation	Quantity 8,000.00 x Unit Price 0.19 x Factor 1.0505 = Total 1,596.76		
24	09 91 13 00 0096	0206	MOD	For >10,000 To 20,000, Deduct	-\$5,020.55	
			Installation	Quantity 16,480.00 x Unit Price -0.29 x Factor 1.0505 = Total -5,020.55		

Subtotal for 09 - Finishes **\$61,876.13**

Proposal Total **\$126,876.13**

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

Client - City of Forest Park

Detailed Scope of Work

Print Date: September 19, 2024
Work Order Number: 133595.00
Work Order Title: City of Forest Park - Business Incubator Building Exterior Renovations
Contractor: GA-ST10-040820-RSI - Rubio & Son Interiors, Inc.
Brief Scope: City of Forest Park - Business Incubator Building Exterior Renovations

To: Wesley Sparks
Rubio & Son Interiors, Inc.
Rubio and Son Interiors, Inc
Hoschton, GA 30548
7708803160

From: Talisa Clark
City of Forest Park
745 Forest Parkway
Forest Park, GA 30297
4043664720

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.

Detailed Scope:

Please see attached detailed scope of work (DSOW)

Owner _____ Date _____

Contractor _____ **Date** _____

Rubio and Son Interiors, Inc
10 Frost Cove
Hoschton Ga. 30548
"We make it happen!"

SOW

City of Forest Park Business Incubator Building Exterior Renovations

Detailed Scope of Work:

- Provide a lift required to perform the work below
- Pressure wash and chemically clean exterior of building
- Demo out damaged stucco and meshing particularly in columns and drive-thru
- Demo 4' high of track and studs on damaged faced columns and replace with 18-gauge non-structural galvanized steel studs and track and scab to remaining studs
- Replace meshing and patch base layer for dryvit stucco
- Add emulsion primer/sealer in columns, drive thru, and panels where signage was
- Add base coat in columns, drive thru, and panels where signage was
- Add textured finish coat (matching building) in columns, drive thru, and panels where signage was
- Cut out seals and backer rod and replace
- Paint primer for exterior of building (this includes stucco and masonry surfaces)
- Paint two coats of exterior of building (this includes stucco and masonry surfaces)
- Paint primer coat for masonry surfaces by the dumpster
- Paint two coats on the masonry surfaces by the dumpster
- Install 24-gauge trim on top of trim piece going around building
- Clean and haul off all refuse.

Our anticipated schedule is **six weeks** as long as weather mostly cooperates.

*Please note this proposal does not include any roofing or additional water damage originating from the roof is not be covered in this proposal.

General Notes: Contractor will notify City of Forest Park 10—14 days in advance of starting

1. This scope of work does not include any asbestos abatement or lead paint abatement of any kind whatsoever. Any ACM or lead paint discovered that cannot remain undisturbed will not be considered part of this scope of work and abatement shall be the responsibility of City of Forest Park
2. Contractor shall check-in with the responsible City of Forest Park representative daily upon starting and completing work.

3. All measurements and quantities supplied in this scope of work are approximate in nature and are supplied as a convenience for the contractor. The contractor is responsible for field verification of all measurements and quantities.
4. Contractor shall verify all new and existing conditions and dimensions at job site prior to the start of construction and during construction.
5. The Contractor shall perform all work, make all deliveries and have access to work areas between 7:30 am and 6 pm. Monday through Friday and, upon written permission of the Owner, may make deliveries and have access to work areas at any hour of any day, but shall bear without any contribution from the Owner, any extra expense and responsibility for doing so, including, without limitation, its own overtime expense. Contractor shall coordinate inspections as required.
6. Parking will be made available for the Contractors by City of Forest Park and the Contractor shall coordinate all parking with the City of Forest Park prior to beginning work.
7. Contractor shall obtain approvals in advance for all lay down and storage areas.
8. Contractor is responsible for protection of all surfaces including those not in the scope of work from construction dust, debris or damage during construction up until final acceptance. The methods of protection including plastic, paper, sealing doors or windows, etc. This applies only to the areas of work and the path to the dumpster and material staging area.
9. Final clean up and disposal: Remove debris, rubbish, and waste material from the property of the University daily. Upon completion of work, all construction areas shall be left clean and free from debris. Clean all dust, dirt, stains, hand marks, paint spots, droppings, and other blemishes.

Submittals

Dryvit – Paint – Metal Trim

Project Schedule

1. Contractor to propose a detailed construction schedule and submit with Purchase Order package.
2. Contractor shall begin scheduling the work upon receipt of the Purchase order and shall coordinate the actual on-site work with the City of Forest Park.
3. City of Forest Park shall provide access to the worksite during normal working hours.
 1. The City of Forest Park shall provide a staging area for project related materials.
 2. The City of Forest Park shall be responsible for re-routing pedestrian traffic as necessary.



STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State
State Licensing Board for Residential and General Contractors
LICENSE NO. GCQA000137

Richard John Rubio
10 FROST COVE
Hoschton GA 30548

Company Name: Rubio and Son Interiors Inc
Company License NO: GCCO000009
General Contractor Qualifying Agent

EXP DATE - 06/30/2026 Status: Active
Issue Date: 04/25/2008

A pocket-sized license card is below. Above is an enlarged copy of your pocket card.

Please make note of the expiration date on your license. It is your responsibility to renew your license before it expires. Please notify the Board if you have a change of address.

Wall certificates suitable for framing are available at cost, see board fee schedule. To order a wall certificate, please order from the web site – www.sos.ga.gov/plb.

Please refer to Board Rules for any continuing education requirements your profession may require.

Georgia State Board of Professional Licensing
237 Coliseum Drive
Macon GA 31217
Phone: (404) 424-9966
www.sos.ga.gov/plb

Richard John Rubio
4524 Shirley Road
Gainesville GA 30506



STATE OF GEORGIA

BRAD RAFFENSPERGER, Secretary of State
Georgia State Licensing Board for Residential and General Contractors
License No. GCQA000137

Richard John Rubio

10 FROST COVE
Hoschton GA 30548

Company Name: Rubio and Son Interiors Inc
Company License NO: GCCO000009
General Contractor Qualifying Agent

EXP DATE - 06/30/2026 Status: Active
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Performance
Bond

Westfield Insurance Co.

Westfield Group SM One Park Circle, P O Box 5001
Westfield Center, Ohio 44251-5001

Bond No. 439441P

KNOW ALL MEN BY THESE PRESENTS:

That Rubio and Son Interiors, Inc.
10 Frost Cove, Hoschton, GA 30548

(Insert name and address, or legal title, of contractor)

as Principal, hereinafter called Contractor, and WESTFIELD INSURANCE COMPANY, an Ohio Corporation, with principal office at Westfield Center, Ohio, as Surety, hereinafter called Surety, are held and firmly bound unto City of Forest Park

745 Forest Parkway, Forest Park, GA 30297

(Insert name and address, or legal title, of owner)

as Obligee, hereinafter called Owner in the amount of One Hundred Twenty Six Thousand Eight Hundred Seventy Six and 13/100 Dollars
Dollars (\$ 126,875.13)

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Contractor has by written agreement dated September 13, 2024
entered into a Contract with Owner for City of Forest Park - Business Incubator Building Exterior Renovations

in accordance with drawings and specifications prepared by City of Forest Park

(Insert full name and title)

which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligation thereunder, the Surety may promptly remedy the default, or shall promptly

(1) Complete the Contract in accordance with its terms and conditions, or

(2) Obtain a bid or bids for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a contract between such bidder and Owner and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which Contractor ceases work on the Contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of Owner.

Signed this 20th day of September, 2024

Rubio and Son Interiors, Inc.

Principal

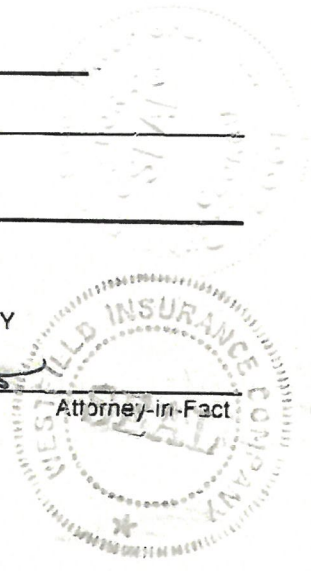
By: 

WESTFIELD INSURANCE COMPANY

By: 

Leanne Hammons

Attorney-in-Fact



THIS POWER OF ATTORNEY SUPERCEDES ANY PREVIOUS POWER BEARING THIS SAME POWER # AND ISSUED PRIOR TO 02/17/23, FOR ANY PERSON OR PERSONS NAMED BELOW.

General Power of Attorney

POWER NO. 4111212 04

Westfield Insurance Co. Westfield National Insurance Co. Ohio Farmers Insurance Co. Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint CHARLES C. MARTIN, JAMES F. OAKES, LAVONNE SHERROD, LINDA M. HOWARD, LEANNE HAMMONS, JOINTLY OR SEVERALLY

of KNOXVILLE and State of TN its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other instruments or contracts of suretyship in any penal limit.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 17th day of FEBRUARY A.D., 2023.

Corporate Seals Affixed



WESTFIELD INSURANCE COMPANY WESTFIELD NATIONAL INSURANCE COMPANY OHIO FARMERS INSURANCE COMPANY

[Signature of Gary W. Stumper]

By: Gary W. Stumper, National Surety Leader and Senior Executive

State of Ohio County of Medina ss.:

On this 17th day of FEBRUARY A.D., 2023, before me personally came Gary W. Stumper to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, OH; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial Seal Affixed



[Signature of David A. Kotnik]

David A. Kotnik, Attorney at Law, Notary Public My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 20 day of A.D., September, 2024.



[Signature of Frank A. Carrino]

Frank A. Carrino, Secretary





CONTRACT EXTENSION AND AMENDMENT

Contract Number: #GA-ST10-040820-RSI

Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Rubio and Son Interiors, Inc., 2242-B Hephzibag McBean Road, Hephzibah, GA 30815 (Contractor) have entered into Contract #GA-ST10-040820-RSI for the procurement of Indefinite Delivery Indefinite Quantity Construction Services in the State of Georgia. The Contract has an expiration date of April 19, 2024, but the parties may extend and amend the Contract by mutual consent.

Sourcewell and Contractor acknowledge that extending and amending the Contract benefits the Contractor, Sourcewell and Sourcewell's Members. Contractor and Sourcewell agree to extend the Contract listed above for an additional period, with a **new Contract expiration date of April 19, 2025.**

Contractor and Sourcewell also agree that the following Construction Task Catalog shall be in effect April 19, 2024: [Sourcewell, Georgia - All Areas.](#)

All other terms and conditions of the Contract remain in full force and effect.

Sourcewell
DocuSigned by:
Jeremy Schwartz
By: _____
C0FD2A139D08489...
Jeremy Schwartz
Title: Chief Procurement Officer

Date: 4/12/2024 | 8:30 AM CDT

Rubio and Son Interiors, Inc.
DocuSigned by:
Richard Rubio
By: _____
EFD35F94723E4F9...
Name: Richard Rubio
Title: President

Date: 4/12/2024 | 5:32 AM PDT

CONTRACT MODIFICATION
made by and between

Rubio & Son Interiors, Inc.
3207 Garden Valley Ct
Dacula, GA 30019
("Contractor")

and

Sourcewell
202 12th Street NE, PO Box 219
Staples, MN 56479

Contractor and Sourcewell have entered into an Indefinite Quantity Construction Contract, Contract Number: **GA-ST10-040820-RSI**, with an effective date of April 20, 2020, an initial term of one year, and three (3) bilateral options to extend the term for an additional term. The parties have previously exercised the first bilateral option extending the Contract through April 19, 2022.

Under the Contract terms, new Construction Task Catalogs[®] are to be furnished on the anniversary of the solicitation to remain in effect for a twelve (12) month period. However, as a result of recent market conditions, the parties have agreed to modify the contract by the issuance of interim Construction Task Catalogs[®], which will remain in effect until the earlier of the next issuance of each respective Construction Task Catalog[®] or contract expiration.

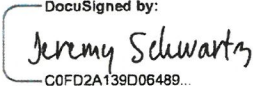
IN CONSIDERATION OF the mutual agreement described in this Modification, the parties agree as follows:

MODIFICATION:

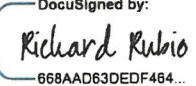
The following will be the interim Construction Task Catalogs[®], and will remain in effect until the earlier of the next issuance of each respective Construction Task Catalog[®] or contract expiration.

- [May 2021: Sourcewell Georgia, Northern](#)
- [May 2021: Sourcewell Georgia, East Central](#)
- [May 2021: Sourcewell Georgia, Southwest](#)
- [May 2021: Sourcewell Georgia, Southeast](#)

Sourcewell

DocuSigned by:

 C0FD2A139D06489...
 By: _____
 Jeremy Schwartz
 Title: Chief Procurement Officer
 Date: 9/22/2021 | 3:11 PM CDT

Rubio & Son Interiors, Inc. - GA-ST10-040820-RSI

DocuSigned by:

 668AAD63DEDF464...
 By: _____
 Richard Rubio
 Title: President
 Date: 9/22/2021 | 3:08 PM CDT

INDEFINITE QUANTITY CONSTRUCTION CONTRACT

IFB NUMBER: GA-040820 – State of Georgia

GEOGRAPHIC AREA: State of Georgia, Statewide Area

This Contract dated April 20, 2020, by and between Sourcewell (Formerly NJPA) and Rubio & Son Interiors, Inc. at the following address, 2242-B Hephzibag McBean Road, Hephzibah, GA 30815 hereinafter referred to as the CONTRACTOR.

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

ARTICLE 1. CONTRACT DOCUMENTS

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

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

TO BE ENTERED BY SOURCEWELL:

Area A – Northern Georgia Area

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

1.0505.

(Specify to four (4) decimal places)

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

1.0808.

(Specify to four (4) decimal places)

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

1.2432.

(Specify to four (4) decimal places)

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

1.2865.

(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:

1.2757.

(Specify to four (4) decimal places)

Area B – East Central Georgia Area

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

1.0721.

(Specify to four (4) decimal places)

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

1.1049.

(Specify to four (4) decimal places)

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

1.2432.

(Specify to four (4) decimal places)

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

1.2865.

(Specify to four (4) decimal places)

- j. **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:

1.2865.

(Specify to four (4) decimal places)

Area C – Southwest Georgia Area

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

1.1891.

(Specify to four (4) decimal places)

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

1.2405.

(Specify to four (4) decimal places)

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

1.2756.

(Specify to four (4) decimal places)

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

1.3296.

(Specify to four (4) decimal places)

- o. **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. 2865.

(Specify to four (4) decimal places)

Area D – Southeast Georgia Area

- p. **Normal Working Hours – Non Secure Areas:** Work performed from 7:00am until 4:00pm Monday

to Friday, except holidays. Contractor shall perform Tasks during Normal Working Hours for the Unit Price set forth in the CTC multiplied by the Adjustment Factor of:

1.1891

(Specify to four (4) decimal places)

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

1.2405.

(Specify to four (4) decimal places)

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

1.2756.

(Specify to four (4) decimal places)

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

1.3296.

(Specify to four (4) decimal places)

- t. **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:

1.2865.

(Specify to four (4) decimal places)

ARTICLE 4. TERM OF THE CONTRACT

- A. This Contract has an initial term of one (1) year and a bilateral option provision for three (3) additional terms. The total term of the Contract cannot exceed two (4) years. One additional one-year renewal-extension may be offered by Sourcewell to Contractor beyond the original two-year term if Sourcewell deems such action to be in the best interests of Sourcewell and its Members. The Contractor may withdraw from the Contract on each anniversary of the award, provided that the Contractor gives 60 Days written notice of its intent to withdraw. Sourcewell may, for any reason, terminate this Contract at

any time.

- B. All Purchase Orders issued during a term of this Contract 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 Contract apply to each Purchase Order.

ARTICLE 5. SOFTWARE LICENSING

- A. Sourcewell selected The Gordian Group's (Gordian) software, data and services (IQCC System) for their IQCC program. The system includes Gordian's proprietary 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 Sourcewell and Sourcewell Members. The Contractor's use, in whole or in part, of Gordian's IQCC Applications and Construction Task Catalog and other proprietary materials provided by Gordian for any purpose other than to execute work under this Contract for Sourcewell and Sourcewell Members is strictly prohibited unless otherwise stated in writing by Gordian. The Contractor hereby agrees to abide by the terms of the following IQCC System License:

ARTICLE 6. IQCC SYSTEM LICENSE

- A. Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian's contract with Sourcewell, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary IQCC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to Sourcewell and Sourcewell Members under this Contract ("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 Contract expires or terminates as provided herein, or the Gordian's contract with Sourcewell expires or terminates, this IQCC System License shall terminate and the Contractor shall return all Proprietary Information in its possession to Gordian.
- B. Contractor acknowledges that Gordian shall retain exclusive ownership of all proprietary rights to the Proprietary Information, including all U.S. and international intellectual property and other rights such as patents, trademarks, copyrights and trade secrets. Contractor shall have no right or interest in any portion of the Proprietary Information except the right to use the Proprietary Information for the Limited Purpose set forth herein. Except in furtherance of the Limited Purpose, Contractor shall not distribute, disclose, copy, reproduce, display, publish, transmit, assign, sublicense, transfer, provide access to, use or sell, directly or indirectly (including in electronic form), any portion of the Proprietary Information.
- C. Contractor acknowledges and agrees to respect the copyrights, trademarks, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract 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 Contract 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 Contract 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 Contract or any Purchase Order, Order or similar purchasing document (Purchase Order) issued by Sourcwell or a Sourcwell Member, this IQCC System License shall take precedence.

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

By:

Sourcwell

DocuSigned by:
Jeremy Schwartz
C0FD2A139D06489...

Authorized Signature

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

Contractor

DocuSigned by:
Victoria Rubio
868AAD83DED464...

Authorized Signature

Victoria Rubio

Print Name

Contract Number: GA-ST10-040820-RSI (assigned by Sourcwell)