

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



ITEM: 3.75
(ID # 13217)

MEETING DATE:

Tuesday, August 25, 2020

FROM: FACILITIES MANAGEMENT AND EMERGENCY MANAGEMENT DEPARTMENT:

SUBJECT: FACILITIES MANAGEMENT (FM) AND EMERGENCY MANAGEMENT DEPARTMENT: Riverside County Emergency Operations Center COVID-19 Design-Build Project - California Environmental Quality Act Exempt, Approval of In-Principle and Project Budget, and Approval of Design-Build Agreement with Hensel Phelps Construction Company, District 1. [\$20,000,000 - General Fund to be Reimbursed by CARES Act - 100%] (4/5 Vote)

RECOMMENDED MOTION: That the Board of Supervisors:

1. Approve in-principle the Riverside County Emergency Operations Center Coronavirus 2019 Design-Build (EOC COVID-19 Design-Build) Project located in Riverside; to convert the former Western Municipal Water District Building at 450 E. Alessandro Blvd., into a functioning Emergency Operations Center to support the County's response to the COVID-19 pandemic;
2. Find that the Project is exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines, Section 15301 Class 1 Existing Facilities Exemption, and Section 15061 (b)(3) "Common Sense" Exemption;

Continued on Page 2


Rose Salgado, Director of Facilities Management 8/13/2020


Bruce Barton, EMD Director 8/17/2020

MINUTES OF THE BOARD OF SUPERVISORS

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

Ayes: Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: August 25, 2020
xc: FM, EMD

Kecia R. Harper
Clerk of the Board

By: 
Deputy

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Approve the project budget in the amount not to exceed \$20,000,000 for the EOC COVID-19 Design-Build Project;
4. Find that this project qualifies as an emergency project pursuant to Public Contract Code Section 22050 and Board Policy B-11 because there is substantial evidence that the emergency will not permit a delay resulting from a competitive solicitation for bids and that the action is necessary to respond to the COVID-19 pandemic emergency;
5. Authorize the use of General Fund to be reimbursed by CARES Act, not to exceed \$20,000,000, including reimbursement to Facilities Management Department (FM) for incurred project related expenses;
6. Find that Hensel Phelps Construction Company is the responsive and responsible proposer that submitted the best value proposal for design and construction of the EOC COVID-19 Design-Build Project;
7. Award the COVID-19 emergency design-build agreement between the County of Riverside (County) and Hensel Phelps Construction Company (Hensel Phelps) of Irvine, California, for design and construction services, in the amount of \$18,500,000 for the Project;
8. Authorize the Chairman of the Board (Chairman) to execute the contract on behalf of the County pursuant to Board Policy B-11 emergency authority;
9. Authorize the Director of Facilities Management, or his/her designee, to administer all necessary agreements in accordance with applicable Board policies;
10. 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
11. 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 \$20,000,000.

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FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 20,000,000	\$ 0	\$ 20,000,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: General Fund – 100% (to be reimbursed by CARES Act)			Budget Adjustment: No	
			For Fiscal Year: 2020/21	

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

On March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency in the State of California as a result of the novel Coronavirus 2019 (COVID-19) and has issued additional declarations and executive orders due to the ongoing nature of the emergency. On March 10, the Riverside County Board of Supervisors adopted a Resolution proclaiming the existence of a Local Emergency regarding COVID-19, and extended the Declaration of Local Health Emergency due to COVID-19.2020. The Emergency Management Department (EMD) is responsible for emergency management of all hazards within Riverside County and work to identify, mitigate, prepare and respond to any and all emergencies and disasters including COVID-19. The County's response to the COVID-19 pandemic has revealed the need to provide a modern Emergency Operations Center that will evolve in response to known and unknown future disasters and emergencies.

On July 6, 2020, FM advertised a Request for Qualifications to design-build the EOC COVID-19 Design-Build Project. The County received 13 statement of qualifications and a short list of three firms were chosen for interviews held on July 29, 2020. The County interviewed McCarthy Building Company Inc., Tilden-Coil Constructors Inc., and Hensel Phelps Construction Company. The proposal submitted by Hensel Phelps Construction Company (Hensel Phelps) was evaluated by the evaluation committee based on technical design and construction expertise, team organization and personnel, proposed delivery plans, life cycle cost analysis, skilled labor force availability, cost proposal, proposed design and design excellence. Hensel Phelps was found to have submitted the best value and most advantageous proposal.

(Continued)

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
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BACKGROUND:

Summary (Continued)

The property is located at 450 E. Alessandro Blvd., Riverside, California, and consists of a 16,826 square foot office building situated on 3.8 acres of land. The EOC will be operated by the EMD. Hensel Phelps immediately initiated the design, pre-construction services and selective demolition. Upon completion of the design phase, a supplemental guaranteed maximum price design-build agreement will be brought before the Board for consideration. The scope of the supplemental agreement will include, but is not limited to: seismic improvements, electrical, Heating, Ventilation, and Air Conditioning (HVAC), painting, and new flooring; roofing, purchase of emergency generators, repair and updating of fire/life/safety systems, and waterproofing.

FM recommends the Board of Supervisors (Board) approve the EOC COVID-19 Design-Build Project and the project budget in the not to exceed amount of \$20,000,000 to complete the project and ensure EMD can continue to operate and address COVID-19.

With certainty, there is no possibility that the Project, as defined, may have a significant effect on the environment. The Project, as proposed, includes alterations to the existing building to support the provision of emergency operational services. The use of the facility would continue to provide public services and would not result in a significant increase in capacity or intensity of use. Therefore, the Project is exempt under CEQA as the project meets the scope and intent of the Common Sense Exemption identified in Section 15061 (b)(3) 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 Project will provide a centralized location within the western region of Riverside County and increase the ability to coordinate and distribute information and services during an emergency, specifically COVID-19.

Additional Fiscal Information

(Commences on Page 5)

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

Additional Fiscal Information

The approximate allocation of the project budget is as follows:

CATEGORY	PROJECT BUDGET LINE ITEMS	PROJECT BUDGET
1	Design Build Contract:	
1.1	Architectural Design	900,000
1.2	H.P. Preconstruction Services	75,000
1.3	H.P. Fee	1,138,840
1.4	H.P. Management Costs	1,205,000
1.5	Construction Trade Packages	13,634,532
1.6	Information Technology & Specialty	1,200,000
1.7	Fixtures, Furnishings, Equipment	350,000
2	Specialty Consultants and Management	1,008,824
3	Project Contingency	487,805
	Project Budget	\$ 20,000,000

This Board action will establish a project budget of \$20,000,000 and is 100% funded with General Fund to be reimbursed by CARES Act. All funding shall be expended in FY 2020/21.

Attachment:

- Design-Build Agreement with Hensel Phelps Construction Company

RS:VC:SP:RM:ES:tv FM08200010822 MT #13217
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 Teresa Summers, Director of Purchasing 8/12/2020


 Steven Atkeson 8/21/2020


 Gregory H. Priamos, Director County Counsel 8/21/2020

**Riverside County
Facilities Management**

3133 Mission Inn Avenue, Riverside, CA 92507

Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on.

8/26/20
Date

AP
Initial

NOTICE OF EXEMPTION

August 4, 2020

Project Name: Western County Emergency Operations Center Coronavirus 2019 Design-Build Project

Project Number: FM08200009155

Project Location: 450 East Alessandro Boulevard, east of Mission Grove Parkway, Riverside, California; Assessor's Parcel Numbers (APNs): 272-060-003

Description of Project: On March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency in the State of California as a result of the novel Coronavirus 2019 (COVID-19). Subsequently, on March 8, 2020, Riverside County Public Health Officer declared a local health emergency. The Emergency Management Department (EMD) is responsible for emergency management of all hazards within Riverside County and work to identify, mitigate, prepare and respond to any and all emergencies and disasters including COVID-19. The County's response to the COVID-19 pandemic has revealed the need to provide a modern Emergency Operations Center that is capable of evolving with the known and unknown future disasters and emergencies. On July 6, 2020, FM advertised a Request for Qualifications to design-build the Western County EOC COVID-19 Design-Build Project.

The property is located at 450 East Alessandro Blvd., Riverside, California, and consists of a 16,826 square foot office building situated on 3.8 acres of land. The Western County EOC will be operated by the EMD. The design, pre-construction services and selective demolition have been initiated at the facility. The Board has previously approved the acquisition of the property and tenant improvements to make the facility functional for the County and subsequent Notices of Exemptions were filed for both actions. Upon completion of the design phase, a supplemental guaranteed maximum price design-build agreement will be brought before the Board for formal consideration. The scope of the supplemental agreement will include, but is not limited to: electrical, Heating, Ventilation, and Air Conditioning (HVAC), painting, and new flooring; roofing, purchase of emergency generators, minor construction, and repair; updating of fire/life/safety systems, and waterproofing. The improvements to the Western County EOC is identified as the proposed project under the California Environmental Quality Act (CEQA). The operation of the facility will continue to provide public services at the existing facility and will not result in a significant expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

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

Exempt Status: State California Environmental Quality Act (CEQA) Guidelines, Section 15301 Existing Facilities Exemption; Section 15302 Replacement or Reconstruction Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5, 18 and 19, Sections 15061 and 15301.

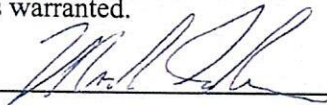
AUG 25 2020 3.75

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

- **Section 15301 (d)–Existing Facilities:** This Class 1 categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site’s use. The project, as proposed, is limited to improvements at an existing County-owned facility. The project does not require the construction of new buildings or an additions to existing buildings, or additional parking areas. The site is currently developed and does not contain environmentally sensitive areas. The existing facility was previously operating as an administrative office building for the Municipal Water District. In order to make the space function for the EMD, additional improvements to the facility are needed. The existing facility was designed and planned for full occupancy of the site, and after the completion of the proposed improvements, the EOC would be fully operational and would result in the continued use of the site by providing emergency management services within an existing office building and would be in a similar capacity. The improvements to the existing facility to protect and maintain public safety is exempt as they meet the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment as the proposed project would renovate the existing building with the same general purpose and intensity of use. The EOC building is located within an already developed area and the area encompassing the tenant improvements has been previously disturbed and would not involve the demolition of any existing buildings or a change in use. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

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

Signed: _____



Date: 08-05-2020

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

EXHIBIT A

DESIGN/BUILD Agreement



County of Riverside Emergency Operations Center

Riverside, California

FM08200010822

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DESIGN-BUILD AGREEMENT

This Design-Build Agreement ("Agreement") is made effective this ____ day of _____ 2020 ("Agreement Date") by and between the COUNTY OF RIVERSIDE, a political subdivision of the State of California ("County"), and HENSEL PHELPS CONSTRUCTION CO., ("Design-Builder"), a Delaware General Partnership, for the design, management, and construction of the West County of Riverside Emergency Operations Center, located at 450 E. Alessandro Boulevard, Riverside, CA 92508.

ARTICLE 1 DEFINITIONS AND DOCUMENTS

1.1 DEFINITIONS

The meanings of all capitalized terms used in the Contract Documents and not otherwise defined herein are contained in the General Conditions. If not defined in the General Conditions, they shall have the meanings assigned to them elsewhere in the Contract Documents. If not defined in the General Conditions or elsewhere, they shall have the meanings reasonably understood to apply to them by the context of the portion of the Contract Documents where such terms are used.

1.2 CONTRACT DOCUMENTS

The "Contract Documents" except for modifications issued after execution of this Agreement, consist of the following documents, all of which are either attached hereto as exhibits or are incorporated herein by this reference:

1.2.1 This Agreement, including all Exhibits and attachments to the RFP:

- 1.2.1.1 **Exhibit A** – Design-Build Agreement
- 1.2.1.2 **Exhibit B** – Design-Build General Conditions
- 1.2.1.3 **Exhibit C** – Payment & Performance Bonds
- 1.2.1.4 **Exhibit D** – Proposal Packet
- 1.2.1.5 **Exhibit E** – Not used
- 1.2.1.6 **Exhibit F** – Not used
- 1.2.1.7 **Exhibit G** – Not used
- 1.2.1.8 **Exhibit H** – Not used
- 1.2.1.9 **Exhibit I** – County of Riverside Emergency Operations Center Drawings
- 1.2.1.10 **Exhibit J** – Not used
- 1.2.1.11 **Exhibit K** – Survey
- 1.2.1.12 **Exhibit L** – Geotechnical Investigation Reports
- 1.2.1.13 **Exhibit M** – Not used
- 1.2.1.14 **Exhibit N** – Not used
- 1.2.1.15 **Exhibit O** – Federal Provisions

1.2.2 RFP Documents, Design-Builder Proposal, Best and Final Offer. The RFP Documents, the Design-Builder Proposal (if no Best and Final Offers have been submitted) or (if Best and Final Offers have been submitted) the Design-Builder's last submitted Best and Final Offer (including, in the case of a Best and Final Offer that is an amendment to a Design-Builder Proposal, any portion of the Design-Builder's Proposal expressly stated to be a part of the Design Builder's Best and Final Offer); provided, however, that, with the exception of Approved Deviations, the Contract Documents shall not include any portion of the Design-Builder Proposal or a Best and Final Offer that deviates from the Project criteria.

1.2.3 General Conditions

1.2.4 Supplemental and Special Conditions. None.

1.2.5 Final Construction Documents. The Final Construction Drawings to be hereafter prepared by the Design-Builder and its Sub-consultants that are approved by the County in accordance with the terms of the Contract Documents; provided, however, that, in the exception of Approved Deviations, the Contract Documents shall not include any portion of the Design-Builder Proposal or a Best and Final Offer that deviates from the Project criteria.

1.2.6 Addenda. The following Addenda listed below: Number Title Pages

Addenda 1, 2, & 3

1.2.7 Labor Compliance Program. It is in the best interests of the Project for the Design-Builder to avoid labor disputes, strikes, lockouts, work slow-downs, and work stoppages that would result in a delay of the construction progress. The County will establish and enforce a labor compliance program as required by Public Contract Code section 20133(b)(3). The Design-Builder shall cooperate with the County in the establishment and enforcement of the labor compliance program. The Design-Builder shall provide the County with all documentation required by the County to establish and enforce the labor compliance program.

1.2.8 Project Safety Program

1.3 REFERENCE DOCUMENTS

The following Reference Documents are not considered Contract Documents and were provided to the Design-Builder for informational purposes. Design-Builder may rely upon the technical data contained in such documents but not upon nontechnical data, interpretations, opinions or provisional statements contained therein:

1.3.1 Existing floor plans

1.3.2 Title report

1.3.3 Structural tier 1 report

1.3.4 Structural tier 3 report

1.3.5 Mechanical and plumbing report

1.3.6 Electrical report

1.3.7 Phase 1 environmental report

1.3.8 As-built drawings

1.4 ENTIRE AGREEMENT

The Contract Documents represent the entire and integrated agreement between County and Design-Builder, all other representations or statements, whether verbal or written, are merged herein. The Design-Build Contract may be amended only by written modification.

ARTICLE II THE WORK

2.1 SCOPE OF WORK

2.1.1 Contractor shall provide, furnish, and perform all necessary planning, architectural, engineering, and all other design services of any type, procurement, permitting and support services, construction, landscaping, clean-up, and all other construction services of any type, provide and furnish all necessary supplies, materials and equipment (except those to be provided by County, if any) and all necessary supervision, labor, and services required for the complete engineering, design, procurement, quality assurance, construction and all necessary installation, start-up and testing required for a complete, operational, and fully functional Project, as further described in Contractor's Best and Final Proposal (hereinafter, the all-inclusive obligations of the Contractor set forth in this sentence shall be referred to as the "Work"). Except with regard to any material to be provided and/or installed by County, Contractor shall fully commission and turn over a complete operational, and fully functional Project to County. Without limiting the generality of this Section, Contractor shall provide the following work and services:

2.1.2 Contractor shall prepare complete designs, engineering, working drawings, shop drawings and generate drawings and/or engineering analysis setting forth in detail the specifications and requirements for the purchasing and procurement of the services, materials and equipment and for the construction of the complete, operational, and fully functional Project, and shall furnish the services of all necessary supervisors, engineers, designers, draftsmen, and other personnel necessary for preparation of those drawings and specifications required for the Work, including the pertinent information for natural gas, water supply, and any other utilities, as required.

2.1.3 Contractor shall provide, install and complete as specified and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction, start-up and testing, utilities, transportation, and other facilities and services (including any temporary materials, equipment, supplies and facilities) necessary for the proper execution and completion of the complete, operational, and fully functional Project, including the permanent interconnection for electricity, natural gas, water supply, and any other utilities and demonstration of fully satisfactory operation of all systems and equipment.

2.1.4 Contractor shall supervise and direct the Work, and shall furnish the services of all supervisors, forepersons, skilled and unskilled labor, and all other personnel necessary to design and construct the complete, operational, and fully functional Project. Contractor shall provide, manage and organize such personnel as necessary to complete the Work in accordance with all requirements of the Contract Documents.

2.1.5 Contractor shall obtain, at Contractor's expense, all governmental and private approvals, licenses, and permits required to complete the Work; provided, however, County will be responsible for paying the cost of all County imposed fees. Contractor shall design and construct complete, operational, and fully functional Project in full compliance with all applicable laws, codes and standards (both public and private), including but not limited to,

the standards included and warranties expressed in the Contract Documents and manufacturer's recommendations pertaining to individual items of equipment or systems.

2.2 STANDARD OF PERFORMANCE

In addition to and without limiting Design-Builder's other obligations under the Contract Documents, Design-Builder shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards for construction of the type called for by this Design-Build Contract for projects of a scope and complexity that is comparable to the Project; Design-Builder shall:

2.2.1 Comply with the requirements of the Contract Documents;

2.2.2 Comply with Applicable Laws;

2.2.3 Conform to the standard of care applicable to those who provide design-build project services and construction of the type called for by this Design-Build Contract for projects of a scope and complexity that is comparable to the Project;

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

2.2.5 Apply its professional skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the County and within the limitations of the Contract Sum and Contract Time.

ARTICLE III TIME FOR PERFORMANCE

3.1 CONTRACT TIME

The Date of Commencement of the Work shall be fixed in a Notice to Proceed issued by the County. If County's issuance of a Notice to Proceed is delayed due to Design-Builder's failure to return a fully-executed Agreement, insurance documents or bonds within fourteen (14) calendar days after the date of award of the Contract, one (1) calendar day will be deducted from the number of days to achieve Substantial Completion of the Work for every day of delay in County's receipt of such documents. This right is in addition to and does not affect County's right to demand forfeiture of Design Builder's bid Security, or any other rights or remedies available to County if Design-Builder persistently delays in providing the required documentation. Design-Builder agrees to promptly commence the Work after the Notice to Proceed is issued by the County, to achieve Substantial Completion of the entire Work within [129] calendar days after the Date of Commencement ("Contract Time") and to achieve Final Completion of the Work within the time fixed by the County in the Certificate of Substantial Completion. The Contract Time may be extended only with the written authorization of the County.

3.2 LIQUIDATED DAMAGES

3.2.1 County and Design-Builder recognize that time is of the essence if this Agreement and that the County may suffer financial loss in the form of lost grant funds, additional contract administration expenses, loss of public use if the Work is not completed within the Contract Time, including any extensions thereof allowed in accordance with the Contract Documents.

3.2.2 Design-Builder and County agree to liquidate damages with respect to Design-Builder's failure to achieve Substantial Completion of the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Design-Builder acknowledges and agrees that the liquidated damages are intended to compensate County solely for Design-Builder's failure to meet the deadline for Substantial Completion and shall not excuse Design-Builder from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.

3.2.3 In the event that Design-Builder fails to achieve Substantial Completion of the Work within the Contract Time, Design-Builder agrees to pay County \$10,000 per day for each calendar day that Substantial Completion is delayed.

3.2.4 Design-Builder acknowledges and agrees that the foregoing liquidated damages have been set based on an evaluation by County of damages that it will incur in the event of the late completion of the Work. Design-Builder and County agree that because of the nature of the Project it would be impractical or extremely difficult to fix the amount of actual damages incurred by the County due to a delay in completion of the Work. Accordingly, the County and Design-Builder have agreed to such liquidated damages to fix Design-Builder's costs and to avoid later disputes. It is understood and agreed by Design-Builder that any liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the effective date of this Agreement.

3.2.5 It is further mutually agreed that County shall have the right to deduct liquidated damages against progress payments or retainage and that the County will issue a unilateral Construction Change Directive and reduce the Contract Sum accordingly. In the event the remaining unpaid Contract Sum is insufficient to cover the full amount of liquidated damages, Design-Builder shall pay the difference to County.

ARTICLE IV CONTRACT SUM

4.1 CONTRACT SUM

4.1.1 Total Compensation. County shall pay the Design-Builder in current funds for the Design-Builder's complete performance of the Work, including, but not limited to design and construction in accordance with the Contract Documents the Contract Sum of Eighteen Million Five Hundred Thousand Dollars (\$18,500,000). This Contract Sum is a target value and placeholder that will be validated and revised by the parties in Amendment 1 on or around August 31, 2020.

4.1.2 Design Fee. The Contract Sum includes a Design Fee of Nine Hundred Thousand Dollars (\$900,000). The sole purpose of the Design Fee is to determine: (1) the compensation County is obligated to pay to Design-Builder under Article 9 of the General Conditions in the event the Design-Build Contract is terminated, by either the County or Design-Builder, for cause or convenience, prior to commencement of any physical construction at the Site; and (2) the amount that the Design-Builder is entitled pursuant to Paragraph 9.3 of the General Conditions to include in its Applications for Payment seeking progress payments for the design and non-design portions of the Work.

4.1.3 All Inclusive Price. The Contract Sum is the total amount payable by County to Design-Builder for performance of the Work under the Contract Documents and is deemed to

cover all costs arising out of or related to the performance of the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at the Site that do not constitute Differing Site Conditions) and fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally) from any cause, including, without limitation, causes beyond the control or foreseeability of the Design-Builder.

4.1.4 County Design Completion Allowance. The County will not provide a completion allowance stipend for participation in this project.

4.2 ALTERNATES None.

4.3 COMPENSABLE DELAY DAILY RATE

The following Sum of Nine Thousand Eight Hundred Dollars (\$9,800) shall be paid by the County to the Design-Builder for each day wherein the terms of Compensable delay are determined to have affected the project's critical path schedule.

4.4 PAYMENT BY ELECTRONIC FUND TRANSFER

Design-Builder shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Design-Builder's designated checking or other bank account. Design-Builder shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

ARTICLE V DESIGN-BUILDER'S DUTIES AND RESPONSIBILITIES

5.1 GENERAL SCOPE OF WORK

5.1.1 Design-Builder shall furnish all design and other Services, provide all materials and undertake all efforts necessary or appropriate to construct the Project in accordance with the requirements of the Contract Documents, all governmental approvals, the approved Construction Documents, all Applicable Law, and all other applicable safety, environmental and other requirements taking into account the constraints affecting the Project Site. Except as otherwise specifically provided in this Contract, all materials, services and efforts necessary to achieve Substantial Completion of the Project and elements thereof on or before the deadlines provided in the Contract Documents shall be Design-Builder's sole responsibility. The costs of all such materials, services and efforts are included in the Contract Sum.

5.1.2 The scope of Services to be provided by Design-Builder is set forth in the Contract Documents as more particularly described in Exhibit B and the Criteria Documents.

5.1.3 The Design-Builder and all Subcontractors, shall obtain a Building Permit the County of Riverside Facilities Management, (951) 955-0911, prior to commencement of Work.

5.2 BEFORE STARTING WORK

Design-Builder shall submit the following to County for review and acceptance within fourteen (14) calendar days after the Date of Commencement fixed in County's Notice to Proceed, and as a condition to payment: (i) detailed Project Schedule including each deadline specified in the Contract Documents; (ii) Schedule of Submittals; (iii) material Procurement Schedule; and (iv) a Schedule of Values in accordance with the requirements of the General Conditions and

other Contract Documents.

5.3 INITIAL CONFERENCE

Within twenty (20) calendar days after the Date of Commencement fixed in County's Notice to Proceed, a conference attended by County and Design-Builder and others as appropriate will be held to establish a working understanding among the Parties as to the Work and to discuss the design concepts, updating schedules, progress meetings, procedures for handling submittals, processing Application for Payment, maintaining required records, coordination with Design-Builder Team Members, and other Project administration matters.

5.4 EVALUATION OF PRELIMINARY SUBMITTALS

At least ten (10) calendar days before submission of the first Application for Payment, a conference attended by Design-Builder, County and others as appropriate, will be held to review for acceptability the submittals required by the Contract Documents. No progress payment shall be made to Design-Builder until the required submittals are acceptable to County. The detailed Project Schedule will be acceptable to County as providing an orderly progression of the Work to completion within any specified Milestones and the Contract Time, but such acceptance will neither impose on County responsibility for the sequencing, scheduling or progress of the Work nor interfere with nor relieve Design-Builder from Design-Builder's full responsibility therefore. The format and structure of the Project Schedule will be set forth in the Contract Documents and approved by County. County's acceptance shall not be deemed to confirm that the schedule is a reasonable plan for performing the Work. Design-Builder's schedule of submittal will be acceptable to County as providing a workable arrangement for reviewing and processing the required submittals.

5.5 DESIGN PROFESSIONAL LICENSING REQUIREMENTS

County does not intend to contract for, pay for, or receive any design services which are in violation of any professional licensing laws, and by execution of this Contract, Design-Builder acknowledges that County has no such intent. It is the intent of the Parties that Design-Builder is fully responsible for furnishing the design of the Project, although the fully licensed design firms designated as members of the Design Team, will perform the design services required by the Contract Documents. Nothing in this Article shall create a contractual relationship between such Persons and the County.

5.6 STANDARD OF CARE

All design Services performed by Design-Builder, the Design Team Members, Subcontractors, and their employees identified by the Design-Builder or other persons approved by the County shall be performed in an expeditious and professional manner using architects, engineers and other professionals properly licensed and duly qualified in the jurisdiction in which the Project is located. The professional obligations of such persons shall be undertaken and performed in the interest of the Design-Builder. All design Services performed pursuant to this Agreement shall be performed with the degree of skill and learning ordinarily possessed by architects and engineers in good standing in the community regularly engaged in the design and construction of an improvement such as this Project and must apply that knowledge with the diligence ordinarily exercised by reputable architects and engineers under similar circumstances ("Standard of Care").

5.7 CONSTRUCTABILITY AND COORDINATION REVIEWS

Once every two weeks until each permit package completed the Design Development Stage and bi-monthly during the completion of the project construction documents, Design-Builder shall meet with the County, its Separate Contractors, and consultants to coordinate the Construction Documents, including the design of building systems delegated to the Design-Builder, for the purpose of continuing construction feasibility, identifying conflicts, missing information or gaps in the planned scope of Work and to take appropriate action to ensure the full scope of intended Work is performed efficiently and economically.

5.8 PHASES OF WORK

5.8.1 CONCEPTUAL AND SCHEMATIC DESIGN

After the County's issuance of a Design Notice to Proceed, the Design-Builder shall review the Outline Technical Specifications, Architectural Program, Reference Documents and other available data with the County to verify the Design-Builder understands the County's requirements. Design-Builder shall provide up to **three (3)** different Concept Designs for the over-all site development and enlarged building and aquatic facilities, including up to **three (3)** elevations, to the County for review. The County will review the submitted conceptual designs to make certain the proposed design are consistent with project requirements. The County will have a meeting with the Design-Builder to discuss selection of the schemes. The Design-Builder will also provide its final plan for submitting design packages for permitting, incorporating the requirements outlined below. Once the conceptual design for the entire project and all of its elements has been selected, the Design-Builder will begin schematic design. Upon receipt of this conceptual design approval, the Design Builder may commence preparation of design packages for phased jurisdictional permitting.

The Design-Builder will prepare Schematic Design documents for each phased jurisdictional permit package. Items below may be presented within independent permit packages, however coordination of response to the County among permit packages is the responsibility of the Design-Builder.

Elements to be included within the Schematic Design Phase submittals include, the one Site Plan inclusive of hardscape, landscape and civil engineering elements, one Floor Plan, a minimum of four (4) Exterior Elevations and one longitudinal building cross section, and one latitudinal building cross section for each building for the County to review and approve; and appropriate cross sections and plan views of aquatic features. The Design-Builder shall also provide current/updated preliminary estimates of Construction Cost; value engineering proposals and schedules for the remaining design and construction. The Design-Builder shall provide written impact evaluations of any variance to the County's project criteria, schedule and budget requirements, provide any recommended alternative approaches to design and construction of the Project, and provide a summary review of governmental community and utility requirements, and a copy of the final Schematic Design Documents in a reproducible format. In the event the preliminary estimate of Construction Cost or any adjustment thereto exceeds the County's specified Construction Budget, the Design-Builder shall, at its sole cost and expense, revise and adjust the design to conform to the County's specified Construction Budget. The County shall review these documents and other materials and provide comments to Design-Builder. Design-Builder shall consider the comments offered and provide the County with a written response and evaluation of these comments. The Design-Builder may not proceed into Design Development phase for any phased permit package without receiving written approval from the County.

5.8.2 DESIGN DEVELOPMENT DOCUMENTS to 50% COMPLETION

After County's issuance of the Notice to Proceed to Design-Development for any phased permit package and within the times set forth in the Project Schedule accepted by County, Design-Builder shall:

Design-Builder shall develop the approved Schematic Design Documents to more fully explain and delineate the design intent. Design Development Documents presented for the County's approval should include site plans, floor plan(s), exterior elevations, reflected ceiling plan(s), building and wall sections, preliminary structural plans, a description and delineation of proposed heating, ventilating and air-conditioning systems, preliminary interior elevations and preliminary lighting, power and data plans, a preliminary landscape plan and civil engineering plans for site and offsite improvements including grading, hydrology, site structures and improvements including roadways retaining walls and utilities. Preliminary material sample boards are required at this phase. Preliminary system specifications will depict all building materials and systems proposed for used by the Design-Builder. Upon completion of the Exhibit A (Design Development to 50%), a cost estimate will be submitted to the County for review and approval. Design-Builder shall review any changes in the County's Construction Cost budget; value engineering proposals and schedules for the remaining design and construction. In the event the preliminary estimate of Construction Cost or any adjustment thereto exceeds the County's specified Construction Cost Budget, the Design-Builder shall, at its sole cost and expense, revise and adjust the design to conform to the County's specified Construction budget. The County shall review the completed Exhibit A and provide comments to Design-Builder. Design-Builder shall consider the comments offered at this review and provide the County with a written response and evaluation of these comments. The Design-Builder may not proceed into Construction Documents for any phased jurisdictional review package without receiving written approval from the Economic Development. Furnish the above documents, drawings, calculations and specifications to and review them with County for approval within the time indicated in the approved Project Schedule at increments of at least 100% completion of the Design Development Documents.

5.8.3 CONSTRUCTION DOCUMENTS

After receipt of written acceptance by County of each phased Design Development package, Design-Builder shall:

During this phase the Design-Builder shall proceed with Construction Documents (CDs) based on the Step 2 Project Criteria and County-approved Design Development Documents. The County's review and approval of Construction Documents is required at the following milestones: 85% CDs and 100% CDs. Plan check review process with the Building and Safety Department shall commence at the 85% completion mark of this phase. Upon completion of the plan check process, the Design-Builder shall obtain all building and trade permits required for the Work. Upon completion of 85% CD phase, a cost estimate will be submitted to the County for their review and approval. The DESIGN-BUILDER will copy the County on all jurisdictional comments received Upon incorporation of jurisdictional review comments, the DESIGN-BUILDER shall review the final documents with the County and obtain its approval prior to final back check submission for permitting.

(1) Based on RFP Step 2 Project Criteria and the County-approved Design Development Documents, the Design-Builder shall prepare and provide a preliminary (85% CDs) and final set (100% CDs) of necessary working drawings and specifications, setting forth in detail the requirements for construction of the Project. Design may be prepared as phased submittal packages for jurisdictional review in support of the construction sequence. Construction Documents shall be prepared consistent with the County and industry standards

(Construction Standards Institute, American Institute of Architects, and California Green Book).

(2) The final Construction Documents shall delineate the Work required to be accomplished in a clear and concise manner, and meet the requirements and standards of all applicable governing agencies including, but not limited to, local, county, state, federal and CAL-OSHA standards. The Design-Builder will provide Drawings on printed bond media. Pencil drawings on vellum or Mylar sheets are permissible only upon written approval of the County.

(3) Specifications shall be prepared in the format of the Construction Standards Institute. Preliminary copies of the Specifications shall be submitted in hard copy to the County upon completion for approval. Upon approval of the final Specifications, the original master set shall be submitted to the County in hard copy.

The Design-Builder shall prepare Construction Documents for the entire Project in full compliance with all applicable building codes, ordinances, and other regulatory authorities. The Construction Documents shall at a minimum comply with all applicable California State Building Codes to include, but not limited to, Title 8 (Industrial Relations) and Title 24 (Building Standards). The completed Construction Documents are to be delivered to the County and shall consist of the following: (1) Drawings – Provide one reproducible original and ten (10) printed copies of all approved Construction Document drawings. Provide one copy of all approved Construction Document drawings on compact disks (CD) using Computer-Aided Design (CAD) software, using the latest version of AutoCAD; and (2) Specifications—Provide an original and ten (10) printed copies of approved specifications, bound and organized. Provide approved specifications on compact disks for all sections for all work applicable to the Project in a format complying with the current edition of the Construction Specifications Institute's "Master Format", as directed by the County in accordance with the following:

- a. Electronic computer software in Microsoft Word, latest version for Windows.
- b. For articles, materials and equipment identified by brand names, at least two names shall be used, and such names shall be followed by the words "or equal." Specifications shall not contain restrictions that will limit competitive bids. Exceptions shall only be permitted by California Public Contract Code Section 3400.
- c. All disks produced shall be clearly labeled to indicate files contained and date produced.

5.8.4 CONSTRUCTION

Design-Builder shall perform Construction Phase Series in accordance with the requirements of the General Conditions. The Design-Builder's Architect and Engineers of record are the responsible entity for management, coordination, and resolution of all design-related issues including submittals, and field observation of the work.

Construct the Project so that the Project is substantially complete and suitable for commencement of maintenance period, as evidenced by the County's Certificate of Completion. Complete any and all final closeout procedures to include but not be limited to: operating and maintenance manuals, operational tests, system commissioning, equipment startup, user training, final as-built record drawings, punch list items, final project cleanup, and signage, necessary to open Sites to the public.

Design-Builder shall complete any outstanding Work necessary to obtain a final inspection approval for all Site work and trade permits from the appropriate Building and Safety Inspector.

After the County issues a Certificate of Substantial Completion, a **ninety (90) day** "landscape maintenance period" and **one (1) year** building warranty period will commence. Design-Builder shall replace any plants that die or are diseased during the landscape maintenance period and repair any warranty items as described in the Design-Build General Conditions and General Requirements.

The Design-Builder shall keep the County informed of the progress and quality of the Work in the form of periodic written reports, as determined by the County but no less than monthly.

As a condition to final payment to Design-Builder, each Design Team Member shall provide written certification that the Work has been constructed in accordance with the Contract Documents and the design provided by such person.

ARTICLE VI DESIGN-BUILDER'S REPRESENTATIONS AND WARRANTIES

In order to induce County to enter into this Agreement, Design-Builder makes the following representations and warranties:

6.1 Design-Builder has visited the Site and has reasonably examined the nature and extent of the Work, Site, locality, actual conditions, as-built conditions, and all local and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Design-Builder and safety precautions and programs incident thereto.

6.2 Design-Builder has reasonably examined all reports of exploration and tests of subsurface conditions, as-built drawings, drawings or reports, available for design and construction purposes, of physical conditions, including those which are identified in Paragraph 1.3 hereinabove, or which may be apparent at the Site and accepts the criteria set forth in these documents and the General Conditions to the extent of the information contained in these documents upon which the Design-Builder is entitled to rely. Design-Builder agrees that except for the information so identified, Design-Builder does not and shall not rely on any other information contained in these documents.

6.3 After contract award, Design-Builder, will conduct or obtain any additional examinations, investigations, explorations, tests, reports and studies, including but not limited to geotechnical investigations upon which the design will be based, that pertain to the surface and subsurface conditions, as-built conditions, underground facilities and all other physical conditions at or contiguous to the Site as Design-Builder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

6.4 Design-Builder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, test, reports and studies with the terms and conditions of the Contract Documents.

6.5 Design-Builder has given County prompt written notice of all conflicts, errors, ambiguities,

or discrepancies that it has discovered before contract award in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by County is acceptable to Design-Builder.

6.6 Design-Builder is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.

6.7 Design-Builder has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Design-Builder.

6.8 Design-Builder confirms its intent to include in the project the following pre-qualified subcontractors, who were listed in the Design-Builder's Statement of Qualifications earlier in this project. Design-Builder acknowledges its responsibility to provide County with a complete and updated list of subcontractors as they become known on the project, and that such listing shall be in accordance with the requirements of California Public Contract Code §§ 20133 *et seq.* Specifically California Public Contract Code Section 20133(f) requires that all subcontractors not listed by the Design-Builder in its submission in response to the Request for Proposals be awarded in accordance with the design-build process set forth by the County. The County process allows the selection of subcontractors based upon the best value to the Project and requires the Design-Builder do both of the following: (1) Provide public notice of the availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the County and (2) Provide a fixed date and time on which the subcontracted work will be awarded in accordance with the procedure established pursuant to Public Contract Code Section 20133(f).

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 INDEPENDENT DESIGN-BUILDER

Design-Builder is, and shall be, acting at all times in the performance of this Agreement as an independent Design-Builder. Design-Builder shall secure at its expense, and be responsible for any and all payment of all taxes, social security, state disability insurance compensation, unemployment compensation and other payroll deductions for Design-Builder and its officers, agents and employees and all business licenses, if any, in connection with the services to be performed hereunder.

7.2 COUNTY EMPLOYEES AND OFFICIALS

Design-Builder shall employ no County official nor any regular County employee in the Work performed pursuant to this Agreement. No officer or employee of County shall have any financial interest in this Agreement in violation of applicable provisions of law.

Design-Builder agrees to provide or has already provided information on former County of Riverside administrative officials (as defined below) who are employed by or represent Design-Builder. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Design-Builder. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer staff, County administrative officer or member of such officer staff, County

department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

7.3 NOTICES

Any notices or special instruction required to be given in writing under this Agreement shall be given either by personal delivery to Design-Builder's agent (as designated in Section 1 hereinabove) or to County's Engineer and County Counsel as the situation shall warrant, or by enclosing the same in a sealed envelope, postage prepaid, and depositing the same in the United States Postal Service, addressed as follows:

COUNTY:

Rose Salgado
Director
Facilities Management
3133 Mission Inn, Riverside, CA 92507

DESIGN-BUILDER:

Nick Trammer
18850 Von Karman, Suite 100
Irvine, CA 92612

7.4 CONTRACTOR'S LICENSE NOTICE

Contractors are required by law to be licensed and regulated by the Contractors State License Board, which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within 10 years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors State License Board, P.O. Box 26000, Sacramento, California 95826.

(SIGNATURE PROVISIONS ON FOLLOWING PAGE)

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Approve the project budget in the amount not to exceed \$20,000,000 for the EOC COVID-19 Design-Build Project;
4. Find that this project qualifies as an emergency project pursuant to Public Contract Code Section 22050 and Board Policy B-11 because there is substantial evidence that the emergency will not permit a delay resulting from a competitive solicitation for bids and that the action is necessary to respond to the COVID-19 pandemic emergency;
5. Authorize the use of General Fund to be reimbursed by CARES Act, not to exceed \$20,000,000, including reimbursement to Facilities Management Department (FM) for incurred project related expenses;
6. Find that Hensel Phelps Construction Company is the responsive and responsible proposer that submitted the best value proposal for design and construction of the EOC COVID-19 Design-Build Project;
7. Award the COVID-19 emergency design-build agreement between the County of Riverside (County) and Hensel Phelps Construction Company (Hensel Phelps) of Irvine, California, for design and construction services, in the amount of \$18,500,000 for the Project;
8. Authorize the Chairman of the Board (Chairman) to execute the contract on behalf of the County pursuant to Board Policy B-11 emergency authority;
9. Authorize the Director of Facilities Management, or his/her designee, to administer all necessary agreements in accordance with applicable Board policies;
10. 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
11. 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 \$20,000,000.

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

RECOMMENDED MOTION: That the Board of Supervisors:

3. Approve the project budget in the amount not to exceed \$20,000,000 for the EOC COVID-19 Design-Build Project;
4. Find that this project qualifies as an emergency project pursuant to Public Contract Code Section 22050 and Board Policy B-11 because there is substantial evidence that the emergency will not permit a delay resulting from a competitive solicitation for bids and that the action is necessary to respond to the COVID-19 pandemic emergency;
5. Authorize the use of General Fund to be reimbursed by CARES Act, not to exceed \$20,000,000, including reimbursement to Facilities Management Department (FM) for incurred project related expenses;
6. Find that Hensel Phelps Construction Company is the responsive and responsible proposer that submitted the best value proposal for design and construction of the EOC COVID-19 Design-Build Project;
7. Award the COVID-19 emergency design-build agreement between the County of Riverside (County) and Hensel Phelps Construction Company (Hensel Phelps) of Irvine, California, for design and construction services, in the amount of \$18,500,000 for the Project;
8. Authorize the Chairman of the Board (Chairman) to execute the contract on behalf of the County pursuant to Board Policy B-11 emergency authority;
9. Authorize the Director of Facilities Management, or his/her designee, to administer all necessary agreements in accordance with applicable Board policies;
10. 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
11. 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 \$20,000,000.

**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	\$ 20,000,000	\$ 0	\$ 20,000,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: General Fund – 100% (to be reimbursed by CARES Act)			Budget Adjustment: No	
			For Fiscal Year: 2020/21	

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

On March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency in the State of California as a result of the novel Coronavirus 2019 (COVID-19) and has issued additional declarations and executive orders due to the ongoing nature of the emergency. On March 10, the Riverside County Board of Supervisors adopted a Resolution proclaiming the existence of a Local Emergency regarding COVID-19, and extended the Declaration of Local Health Emergency due to COVID-19.2020. The Emergency Management Department (EMD) is responsible for emergency management of all hazards within Riverside County and work to identify, mitigate, prepare and respond to any and all emergencies and disasters including COVID-19. The County's response to the COVID-19 pandemic has revealed the need to provide a modern Emergency Operations Center that will evolve in response to known and unknown future disasters and emergencies.

On July 6, 2020, FM advertised a Request for Qualifications to design-build the EOC COVID-19 Design-Build Project. The County received 13 statement of qualifications and a short list of three firms were chosen for interviews held on July 29, 2020. The County interviewed McCarthy Building Company Inc., Tilden-Coil Constructors Inc., and Hensel Phelps Construction Company. The proposal submitted by Hensel Phelps Construction Company (Hensel Phelps) was evaluated by the evaluation committee based on technical design and construction expertise, team organization and personnel, proposed delivery plans, life cycle cost analysis, skilled labor force availability, cost proposal, proposed design and design excellence. Hensel Phelps was found to have submitted the best value and most advantageous proposal.

(Continued)

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

BACKGROUND:

Summary (Continued)

The property is located at 450 E. Alessandro Blvd., Riverside, California, and consists of a 16,826 square foot office building situated on 3.8 acres of land. The EOC will be operated by the EMD. Hensel Phelps immediately initiated the design, pre-construction services and selective demolition. Upon completion of the design phase, a supplemental guaranteed maximum price design-build agreement will be brought before the Board for consideration. The scope of the supplemental agreement will include, but is not limited to: seismic improvements, electrical, Heating, Ventilation, and Air Conditioning (HVAC), painting, and new flooring; roofing, purchase of emergency generators, repair and updating of fire/life/safety systems, and waterproofing.

FM recommends the Board of Supervisors (Board) approve the EOC COVID-19 Design-Build Project and the project budget in the not to exceed amount of \$20,000,000 to complete the project and ensure EMD can continue to operate and address COVID-19.

With certainty, there is no possibility that the Project, as defined, may have a significant effect on the environment. The Project, as proposed, includes alterations to the existing building to support the provision of emergency operational services. The use of the facility would continue to provide public services and would not result in a significant increase in capacity or intensity of use. Therefore, the Project is exempt under CEQA as the project meets the scope and intent of the Common Sense Exemption identified in Section 15061 (b)(3) 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 Project will provide a centralized location within the western region of Riverside County and increase the ability to coordinate and distribute information and services during an emergency, specifically COVID-19.

Additional Fiscal Information

(Commences on Page 5)

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

Additional Fiscal Information

The approximate allocation of the project budget is as follows:

CATEGORY	PROJECT BUDGET LINE ITEMS	PROJECT BUDGET
1	Design Build Contract:	
1.1	Architectural Design	900,000
1.2	H.P. Preconstruction Services	75,000
1.3	H.P. Fee	1,138,840
1.4	H.P. Management Costs	1,205,000
1.5	Construction Trade Packages	13,634,532
1.6	Information Technology & Specialty	1,200,000
1.7	Fixtures, Furnishings, Equipment	350,000
2	Specialty Consultants and Management	1,008,824
3	Project Contingency	487,805
	Project Budget	\$ 20,000,000

This Board action will establish a project budget of \$20,000,000 and is 100% funded with General Fund to be reimbursed by CARES Act. All funding shall be expended in FY 2020/21.

Attachment:

- Design-Build Agreement with Hensel Phelps Construction Company

RS:VC:SP:RM:ES:tv FM08200010822 MT #13217
 G:\Project Management Office\FORM 11'S\FORM 11's_In Process\13217_D4 - 009155_West Co EOC COVID19 - In Principle, Proj Budget, Agr with Hensel Phelps_082520.doc


 Teresa Summers, Director of Purchasing 8/12/2020


 Steven Atkeson 8/21/2020


 Gregory F. Priarios, Director County Counsel 8/21/2020

**Riverside County
Facilities Management**

3133 Mission Inn Avenue, Riverside, CA 92507

Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on.

8/26/20
Date

AR
Initial

NOTICE OF EXEMPTION

August 4, 2020

Project Name: Western County Emergency Operations Center Coronavirus 2019 Design-Build Project

Project Number: FM08200009155

Project Location: 450 East Alessandro Boulevard, east of Mission Grove Parkway, Riverside, California; Assessor's Parcel Numbers (APNs): 272-060-003

Description of Project: On March 4, 2020, Governor Gavin Newsom proclaimed a State of Emergency in the State of California as a result of the novel Coronavirus 2019 (COVID-19). Subsequently, on March 8, 2020, Riverside County Public Health Officer declared a local health emergency. The Emergency Management Department (EMD) is responsible for emergency management of all hazards within Riverside County and work to identify, mitigate, prepare and respond to any and all emergencies and disasters including COVID-19. The County's response to the COVID-19 pandemic has revealed the need to provide a modern Emergency Operations Center that is capable of evolving with the known and unknown future disasters and emergencies. On July 6, 2020, FM advertised a Request for Qualifications to design-build the Western County EOC COVID-19 Design-Build Project.

The property is located at 450 East Alessandro Blvd., Riverside, California, and consists of a 16,826 square foot office building situated on 3.8 acres of land. The Western County EOC will be operated by the EMD. The design, pre-construction services and selective demolition have been initiated at the facility. The Board has previously approved the acquisition of the property and tenant improvements to make the facility functional for the County and subsequent Notices of Exemptions were filed for both actions. Upon completion of the design phase, a supplemental guaranteed maximum price design-build agreement will be brought before the Board for formal consideration. The scope of the supplemental agreement will include, but is not limited to: electrical, Heating, Ventilation, and Air Conditioning (HVAC), painting, and new flooring; roofing, purchase of emergency generators, minor construction, and repair; updating of fire/life/safety systems, and waterproofing. The improvements to the Western County EOC is identified as the proposed project under the California Environmental Quality Act (CEQA). The operation of the facility will continue to provide public services at the existing facility and will not result in a significant expansion of existing use. No additional direct or indirect physical environmental impacts are anticipated.

Name of Public Agency Approving Project: Riverside County

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

Exempt Status: State California Environmental Quality Act (CEQA) Guidelines, Section 15301 Existing Facilities Exemption; Section 15302 Replacement or Reconstruction Exemption; Section 15061(b) (3), General Rule or "Common Sense" Exemption, Codified under Title 14, Articles 5, 18 and 19, Sections 15061 and 15301.

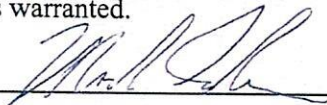
AUG 25 2020 3.75

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

- **Section 15301 (d)–Existing Facilities:** This Class 1 categorical exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the exemption only involves negligible or no expansion of the previous site’s use. The project, as proposed, is limited to improvements at an existing County-owned facility. The project does not require the construction of new buildings or an additions to existing buildings, or additional parking areas. The site is currently developed and does not contain environmentally sensitive areas. The existing facility was previously operating as an administrative office building for the Municipal Water District. In order to make the space function for the EMD, additional improvements to the facility are needed. The existing facility was designed and planned for full occupancy of the site, and after the completion of the proposed improvements, the EOC would be fully operational and would result in the continued use of the site by providing emergency management services within an existing office building and would be in a similar capacity. The improvements to the existing facility to protect and maintain public safety is exempt as they meet the scope and intent of the Categorical Exemption identified in Section 15301, Article 19, Categorical Exemptions of the CEQA Guidelines.
- **Section 15061 (b) (3) – “Common Sense” Exemption:** In accordance with CEQA, the use of the Common Sense Exemption is based on the “general rule that CEQA applies only to projects which have the potential for causing a significant effect on the environment.” State CEQA Guidelines, Section 15061(b) (3). The use of this exemption is appropriate if “it can be seen with certainty that there is no possibility that the activity in question may have a significant effect on the environment.” *Ibid*. This determination is an issue of fact and if sufficient evidence exists in the record that the activity cannot have a significant effect on the environment, then the exemption applies and no further evaluation under CEQA is required. See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal. 3d 68. The ruling in this case stated that if a project falls within a category exempt by administrative regulation or 'it can be seen with certainty that the activity in question will not have a significant effect on the environment', no further agency evaluation is required. With certainty, there is no possibility that the project may have a significant effect on the environment as the proposed project would renovate the existing building with the same general purpose and intensity of use. The EOC building is located within an already developed area and the area encompassing the tenant improvements has been previously disturbed and would not involve the demolition of any existing buildings or a change in use. Therefore, in no way, would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

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

Signed: _____



Date: 08-05-2020 _____

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

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GENERAL CONDITIONS OF
THE DESIGN BUILD 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 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 Contractor 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 Design-Build 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 or a Subcontractor, of any Tier, to comply with the Contract Documents;
- .3 for which a Contract Adjustment is neither prohibited by nor waived under the terms of the Contract Documents; and
- .4 that if performed would require Contractor to incur additional and unforeseeable Allowable Costs that would not have been required to be incurred in the absence of such circumstances.

1.1.29 **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) a delay caused by the County, 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 Design-Build 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. Also referred to as "Design-Builder".

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 engaged by County (or engaged as a subconsultant to 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 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 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, 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 4.3.9, 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; (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; (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; or (7) any other cause outside of Contractor's control for which Contractor is not responsible.

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.

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

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

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

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

1.1.103 **Notice to Proceed.** "Notice to Proceed" means the written notice issued by County to Contractor to begin the Work.

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

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

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

1.1.107 **Pre-Bid Conference.** "Pre-Bid Conference" means the conference, specified in the Notice Inviting Bids as either mandatory or optional, held prior to the Bid Closing Deadline for the purpose of, without limitation, introducing the Bidders to the Project, and which conference may, or may not, include a review of the Site.

1.1.108 **Prequalification.** "Prequalification" means a process for Prequalification of contractors for bidding that is conducted by County pursuant to California Public Contract Code §20101 or as otherwise permitted by Applicable Laws.

1.1.109 **Prequalification Documents.** "Prequalification Documents" means the collection of documents issued to and submitted by individuals or entities pursuant to a Prequalification conducted by County.

1.1.110 **Prequalified Bidder.** "Prequalified Bidder" means a contractor that is prequalified as part of a Prequalification conducted by County pursuant to Public Contract Code §20101.

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

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

1.1.113 **Project.** "Project" means the improvements comprising, or necessary or appurtenant to the use of, the work of improvements described generally in the Bidding Documents, of which the Work may be the entirety of such improvements or only a part.

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

1.1.115 **Project Team.** "Project Team" means County, Architect, County Consultants, Contractor, the Subcontractors, the Separate Contractors, Inspectors of Record and other firms or individuals retained by County, or

retained by others with County's approval, participating in the planning, programming, design, construction or inspection of the Work.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.1.144 **Time Impact Analysis.** "Time Impact Analysis" means a written report evaluating the impact of an Excusable or Compensable Delay, which shall include, at a minimum, the following: (1) a narrative description of the Delay and its impact on the critical path to achievement of a Substantial Completion or Final Completion of the Work or a portion of the Work designated by County within the Contract Time; (2) a Fragnet; (3) the number of Days of extension sought by Contractor as a Contract Adjustment to the Contract Time; (4) a computation of the Days of Compensable Delay multiplied times the liquidated damages payable to Contractor pursuant to Section 4.3 of the Construction Contract, if any, sought by Contractor; (5) a statement that Contractor has complied with the requirements of the General Conditions for written notice of Delays, along with the dates and copies of such notices; (6) the measures taken by Contractor and Subcontractors to prevent or minimize the Delay; and (7) Contractor's recommendations for reordering or re-sequencing the Work to avoid or minimize further Delay.

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

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

1.1.147 **Work.** "Work" means all labor, materials, equipment, services, permits, licenses, taxes and other things necessary for Contractor to perform its obligations under the Contract Documents, including, without limitation, any Changes requested by County, in accordance with the Contract Documents and all Applicable Laws. The Work may constitute the whole or a part of the Project.

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

1.2 CORRELATION, INTERPRETATION AND INTENT OF CONTRACT DOCUMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

.3 Addenda;

.4 Construction Contract;

.5 Supplementary Conditions;

.6 General Conditions;

.7 General Requirements;

.8 Specifications;

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

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

.11 Reference Documents.

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

1.3 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

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

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

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

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

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

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

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

ARTICLE 2 COUNTY RIGHTS AND OBLIGATIONS

2.1 INFORMATION, APPROVALS AND SERVICES REQUIRED OF COUNTY

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

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

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

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

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

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

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

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

2.2 COUNTY'S RIGHT TO STOP THE WORK

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

2.3 COUNTY'S RIGHT TO CARRY OUT THE WORK

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

2.4 ACCOUNTING, RECORDS AND AUDIT

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

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

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

2.4.4 Confidential Information. Nothing stated in this Section 2.4 or elsewhere in the Contract Documents shall be interpreted as a waiver by Contractor or any Subcontractor of any rights of privilege or confidentiality that are

provided for by Applicable Law nor as authorizing the inspection of books and records that contain information concerning estimating means or methods that is not, in whole or part, relevant to a charge or demand being asserted by Contractor or a Subcontractor involving Extra Work, Deleted Work, Delay or a Claim.

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

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

2.5 COUNTY FURNISHED MATERIALS

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

2.5.2 Deleted Work. If the materials, products or equipment provided by County pursuant to Paragraph 2.5.1, above, then a Change Order shall be executed deleting such materials, products or equipment from the Work along with a Contract Adjustment reducing the Contract Price in the manner provided for in Article 7, below, applicable to Contract Adjustments for Deleted Work.

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

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

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

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

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

2.6 COUNTY INSTALLED ITEMS

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

2.7 COUNTY'S ADDITIONAL RIGHTS

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

ARTICLE 3 CONTRACTOR PERFORMANCE

3.1 CONTRACTOR STATUS

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

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

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

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

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

3.2 REVIEW OF DOCUMENTS, SITE AND EXISTING IMPROVEMENTS

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

.1 the Bidding Documents, Contract Documents, Reference Documents and other information provided by County to Contractor prior to the Bid Closing Deadline concerning the Project, Site or Existing Improvements;

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

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

.4 all information concerning visible and concealed conditions above and below the surface of the ground at the Site and in Existing Improvements (including, without limitation, surveys, reports, data, as-built drawings of Existing Improvements and utility sources, capacities and locations) that was either (1) provided by County to Contractor or other Bidders (including, but not limited to, the Bidding Documents and Reference Documents) or (2) reasonably available to Contractor for review in the public records of the County of Riverside or the City in which the Project is located.

3.2.2 Contract Adjustments.

.1 **Differing Site Conditions.** Except as otherwise provided in Subparagraph 3.2.3, below, the Contractor's right to a Contract Adjustment in the event Contractor encounters conditions at the Site or in Existing Improvements that vary from those indicated by the Contract Documents or other information that was either reviewed by Contractor or that Contractor was given the opportunity to review prior to the Bid Closing Deadline shall be governed exclusively by Paragraph 4.3.9, below, pertaining to Differing Site Conditions.

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

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

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

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

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

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

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

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

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

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

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

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

3.2.3 WAIVER BY CONTRACTOR.

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

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

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

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

.1 information contained in the Bidding Documents, Contract Documents, Reference Documents or other documentation that was either reviewed by Contractor or that Contractor was given the opportunity to review prior to the Bid Closing Deadline, as well as any visible conditions at the Site, in Existing Improvements or in the vicinity of the Project, that Contractor knows, or in the exercise by Contractor of its duties under the Standard of Performance should have known, may render a portion of the Work in any respect, wholly or partially, unsuitable or incomplete to meet the requirements of the Contract Documents, the Design Intent or Applicable Laws, and

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

Without limitation to County's other rights under the Contract Documents, any portion of the Work, Existing Improvements or the work of Separate Contractors or County's own forces requiring replacement, repair or correction due to a failure by Contractor or any Subcontractor, of any Tier, to comply with its continuing obligation under this

Paragraph 3.2.4 shall be promptly replaced, repaired or corrected to County's satisfaction, at Contractor's Own Expense.

3.2.5 Requests for Information.

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

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

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

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

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

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

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

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

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

.7 WAIVER BY CONTRACTOR.

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

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

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

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

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

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

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

3.4 LABOR, MATERIALS AND EQUIPMENT

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

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

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

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

3.4.5 **Materials, Equipment**

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

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

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

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

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

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

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

3.5 CONTRACTOR'S WARRANTY

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

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

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

3.5.4 Assignment. Contractor does hereby unconditionally and irrevocably assign to County all warranties and guarantees issued or made by any Subcontractor, of any Tier (including, without limitation, any manufacturer, supplier and distributor) in connection with the Work. Such assignment shall not relieve Contractor of, or otherwise limit, any of its obligations contained in the Contract Documents, including, without limitation, the general responsibility and liability of Contractor for a breach by a Subcontractor (including, without limitation, any manufacturer, supplier and distributor, of any Tier) of a warranty or guarantee given by such Subcontractor in connection with the Work but only during the 1-year warranty express warranty period beginning at Final Completion.

3.5.5 Close-Out. Unless sooner requested by County, Contractor shall furnish to County, as part of the Close-Out Documents and as a condition to Final Payment, all written guarantees or warranties that are required by the terms of the Contract Documents. All such guarantees and warranties shall be: (1) in writing; (2) indexed and bound; (3) accompanied by such certifications and instruction materials as may be required by the Contract Documents; and (4) issued to County or assignable by their terms, and in fact assigned, to County.

3.6 TAXES

3.6.1 Payment by Contractor. Contractor shall pay, at Contractor's Own Expense, all local, state and federal taxes, including, without limitation, all sales, consumer, business license, use and similar taxes on materials, labor or other items furnished for the Work or portions thereof provided by Contractor or the Subcontractors, of all Tier, all taxes arising out of its operations under the Contract Documents and all benefits, insurance, taxes and contributions for social security and unemployment insurance which are measured by wages, salaries or other remuneration paid to Contractor's employees. If under federal excise tax law any transaction hereunder constitutes a sale on which a federal excise tax is imposed, and the sale is exempt from such excise tax because it is a sale to a state or local government, then County, upon request, will execute documents necessary to show: (1) that County is a political subdivision of the

State for the purposes of such exemption; and (2) that the sale is for the exclusive use of County. No excise tax for such materials shall be included in any price (including, without limitation, the Bid) submitted by Contractor for the Work or for Changes in the Work.

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

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

3.7 PERMITS, FEES AND LEGAL NOTICES

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

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

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

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

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

3.8 CONTRACTOR'S PERSONNEL

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

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

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

3.8.4 **Transfer.** Contractor's Key Personnel are deemed of essence to the Construction Contract. No Key Person shall, for so long as he/she is employed by Contractor, be transferred to any other project nor any of his/her responsibilities reassigned at any time during performance of the Work without the prior written approval of County, which approval may be granted or withheld in County's sole and absolute discretion but which shall not be unreasonably withheld.

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

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

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

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

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

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

3.9 **CONTRACTOR'S CONSTRUCTION SCHEDULE**

3.9.1 **Preparation.** Within twenty-one (21) Days after issuance by County of the Notice of Intent to Award, the Contractor shall prepare and submit a Construction Schedule for the Work, both in hard copy and electronically, for the County's approval. The Construction Schedule shall in all respects conform to and be consistent with the time requirements for the Project set forth in the Construction Contract.

3.9.2 **Format.** The Construction Schedule shall be in the form of a critical path progress schedule that shows, in graphic form, a plan for performance of the Work within the Contract Time. It shall be prepared, using Primavera P3, as a time-scaled bar chart showing: (1) continuous flow from left to right and activities and milestones that are critical to Substantial Completion and Final Completion of the Work; (2) identification of "float"; and (3) a clearly highlighted critical path. Durations and specific calendar days shall be clearly and legibly shown for the early and late start and finish of each activity. With the exception of County Review Periods and Governmental Authority Review Periods, any activity with more than fifteen (15) Days in duration will be segmented into fifteen (15) Day increments. No more than ten percent (10%) of the activities shall be shown as critical. Techniques or methods designed to suppress depiction of available float are strictly prohibited.

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

- .1 the start and finish date of each activity;
- .2 the anticipated percent of completion at the end of each month;
- .3 the weighted labor value expressed as a percentage of the total labor cost of the Work for each activity;

- .4 the final manpower curves by trade;
- .5 the anticipated purchase and delivery of major materials and equipment;
- .6 the County's occupancy requirements;
- .7 receipt and incorporation of materials, products or equipment to be furnished by County (if any);
- .8 County Review Periods and County Review Dates that are acceptable to and approved by County;
- .9 Governmental Authority Review Periods; and
- .10 the activities identified as being on the critical path to Substantial Completion and Final Completion of the Work.

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

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

3.9.6 **Submittal Schedule.** Within twenty-one (21) Days after the receipt by the Contractor of the Notice of Intent to Award, the Contractor shall prepare and submit, in accordance with the Contract Documents, a Submittal Schedule for the County's approval. The Submittal Schedule shall be coordinated with the Construction Schedule and allow time for review of the Submittals as may be required by the Contract Documents, or if none is required, a reasonable time for such review. Contractor shall keep the Submittal Schedule current and updated in the same manner as required for updating of the Construction Schedule.

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

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

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

3.10 DOCUMENTS AT SITE, REPORTING, MEETINGS

3.10.1 Documents at Site

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

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

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

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

3.10.2 Daily Reports.

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

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

- (1) Labor - The names of the workers, and for each such worker his/her classification and hours worked.
- (2) Material - A list of the different materials used and for each different material the quantity used.
- (3) Equipment - The type of equipment, size, identification number, and hours of operation, including loading and transportation, if applicable.
- (4) Inspection and Testing Activities – A list of inspections performed by name of inspector and testing company and the type of inspection, items of the Work involved and a description of the outcome of such inspection or test.
- (5) Visitors, Guests, Dignitaries – A list of visitors and guests by name, title, company and purpose of visit.

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

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

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

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

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

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

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

3.11 SUBMITTALS

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

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

3.11.3 Submission by Contractor.

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

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

Contractor's approval shall be returned, without further consideration, for resubmission in accordance with these requirements.

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

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

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

.6 Professional Certifications. Intentionally omitted.

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

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

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

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

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

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

3.12 USE OF SITE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.13 CUTTING AND PATCHING

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

3.14 UTILITIES AND SANITARY FACILITIES

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

Nothing stated in this Paragraph 3.14.1 shall be interpreted as requiring Contractor to do subsurface exploration or potholing for the purpose of locating subsurface utilities at the Site prior to the Bid Closing Deadline or as precluding the Contractor from receiving a Contract Adjustment for unknown subsurface utilities constituting Differing Site Conditions that are encountered in the course of performing the Site investigation or potholing required by this Paragraph 3.14.1.

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

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

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

3.15 CLEANING UP

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

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

3.16 ACCESS TO THE WORK

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

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

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

3.17 INTELLECTUAL PROPERTY RIGHTS

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

3.18 INDEMNIFICATION

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

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

PROVIDED, HOWEVER, that nothing contained herein shall be construed as obligating Contractor to indemnify an Indemnitee for Losses resulting from the sole negligence, active negligence or willful misconduct of such Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee or from a defect in design furnished by such Indemnitee, where such sole negligence, active negligence, willful misconduct or design defect has been determined by agreement of Contractor and that Indemnitee or has been adjudged by the final and binding findings of a court or arbitrator of competent jurisdiction. In instances where the active negligence or willful misconduct of an Indemnitee or its agents, servants or independent contractors who are directly responsible to such Indemnitee or a defect in a design furnished by such an Indemnitee accounts for only a portion or percentage of the Loss involved,

the obligation of Contractor will be for that portion or percentage of the Loss not due to such active negligence, willful misconduct or design defect.

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

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

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

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

3.18.6 Obligation to Defend. The Contractor's obligation to defend under this Section 3.18 includes, without limitation, the obligation to immediately reimburse an Indemnitee for any attorney's fees, court costs (statutory and non-statutory), arbitration and mediation expenses, professional, expert and consultant fees, investigative costs, postage costs, document copying costs, telecopy costs and any and all other costs and expenses associated with defense of such Indemnitee as and when incurred by any Indemnitee in defense of a claim by any third person or entity as a result of Contractor's failure or refusal to comply with its immediate defense obligation to such Indemnitee.

3.19 LABOR, WAGES, PAYROLL RECORDS

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

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

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

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

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

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

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

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

3.19.9 Payroll Records. It shall be the sole responsibility of Contractor to ensure compliance with the provisions of Applicable Laws and the Contract Documents relating to maintenance and submission of payroll records. Pursuant to the provisions of California Labor Code §1776, Contractor shall keep, and shall cause each Subcontractor performing any portion of the Work to keep, accurate certified payroll records, showing the name, address, social security number, worker classification and straight-time and overtime hours worked each Day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by Contractor in connection with the Work. Certified payroll records must be in the payroll reporting format prescribed by the Division of Labor Standards Enforcement. If there is no work by Contractor or a Subcontractor in a given week, Contractor must keep and submit a certified "Nonperformance" payroll record, indicating "no work" for that week. Contractor shall submit all certified payroll records to County in complete, unredacted form with an original signature on the Statement of Compliance, along with, and as a condition to, its Applications for Payment. Additionally, payroll records shall be available for inspection at all reasonable hours at the principal office of Contractor on the following basis:

.1 a certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his or her authorized representative on request;

.2 a certified copy of all such payroll records shall be made available for inspection or furnished upon request to County, the Division of Labor Standards Enforcement and/or the Division of Apprenticeship Standards of the Department of Industrial Relations or such other person or entity as designated by County;

.3 a certified copy of all such payroll records shall be made available upon request by the public for inspection or the copying thereof, provided that (1) such request is made by the public through either County, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the Department of Industrial Relations, (2) such requested payroll records have not previously been provided pursuant to Subparagraph 3.19.9.2, above, then the requesting individual or entity shall, prior to being provided the records, reimburse the costs of preparation by Contractor, the Subcontractors and the entity through which the request was made, and (3) the public shall not be given access to records at the principal office of Contractor;

.4 Contractor and each Subcontractor shall within ten (10) Days after receipt of a written request file a certified copy of such payroll records with the person or entity that requested the records;

.5 Contractor shall provide, and shall cause each Subcontractor to provide, payroll records as defined in Title 8 California Code of Regulations §16000 to County within ten (10) Days after receipt of written request, at no cost to County;

.6 any copy of such payroll records made available for inspection by, and copies furnished to. the public shall be redacted in a manner so as to prevent disclosure of an individual's name, address, and social security number, except that any copy made available for inspection by, and copies furnished to, a joint labor-management committee established pursuant to the federal Labor Management Cooperation Act of 1978 (29 U.S.C. Section 175a) shall be marked or redacted only to prevent disclosure of an individual's name and social security number, and in either event, the name and address of Contractor or the Subcontractor performing the Work shall not be so obliterated; and

.7 any copy made available to an agency included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies investigating violations of law shall, upon request, be provided copies of certified payroll records;

.8 Contractor shall inform County concurrently with the submission of its initial Application for Payment, of the location of such payroll records, including the street address, city and county, and thereafter shall, within five (5) working days, provide a notice of any change of location and address of such payroll records.

3.19.10 Apprentices. Contractor acknowledges that, even if performance of the Work involves a dollar amount greater than or a number of working days greater than that specified in California Labor Code §1777.5, it shall be the sole responsibility of Contractor, for all apprentice occupations, to ensure compliance with California Labor Code §1777.5, including, without limitation, the following provisions:

.1 Apprentices of any crafts or trades may be employed and, when required by California Labor Code §1777.5, shall be employed provided they are properly registered in full compliance with the provisions of the California Labor Code.

.2 Every such apprentice shall be paid the prevailing rate of per diem wages for apprentices in the trade to which he or she is registered and shall be employed only at the work of the craft or trade to which he or she is registered.

.3 Only apprentices, as defined in California Labor Code §3077, who are in training under apprenticeship standards and written apprentice agreements under Chapter 4 (commencing at §3070), Division 3 of the California Labor Code, are eligible to be employed at the apprentice wage rate on Public Works. The employment and training of each apprentice shall be in accordance with either: (1) the apprenticeship standards and apprentice agreements under which he or she is training, or (2) the rules and regulations of the California Apprenticeship Council.

.4 Contractor and any of the Subcontractors employing workers in any apprenticeable craft or trade in performing any of the Work shall apply to the applicable joint apprenticeship committee for a certificate approving Contractor or the Subcontractor under the applicable apprenticeship standards and fixing the ratio of apprentices to journeymen employed in performing the Work.

.5 Prior to commencing the Work, Contractor shall submit contract award information to an applicable apprenticeship program that can supply apprentices to the Site of the Work. The information submitted shall include an estimate of journeyman hours to be performed under the Construction Contract, the number of apprentices

proposed to be employed, and the approximate dates the apprentices would be employed. A copy of this information shall also be submitted to County if requested by County.

.6 The ratio of the Work performed by apprentices to journeymen employed in a particular craft or trade on the Work may be no higher than the ratio stipulated in the apprenticeship standards under which the apprenticeship program operates, where Contractor or the Subcontractor agrees to be bound by those standards, but, except as otherwise provided in this Paragraph, in no case shall the ratio be less than one (1) hour of apprentice work for every five (5) hours of journeyman work. Apprentices may comprise up to thirty percent (30%) of the work force of each particular craft, classification or type of worker employed, unless the applicable joint apprenticeship committee establishes a lower percentage. To the extent possible, fifty percent (50%) of the apprentice work force shall consist of first-year apprentices.

.7 The interpretation and enforcement of California Labor Code §1777.5 shall be in accordance with the rules and procedures of the California Apprenticeship Council.

.8 Contractor and all the Subcontractors shall comply with California Labor Code §1777.6, which forbids certain discriminatory practices in the employment of apprentices.

.9 Contractor shall become fully acquainted with the law regarding apprentices prior to commencement of the Work, paying special attention to California Labor Code §§1777.5, 1777.6, and 1777.7 and Title 8, California Code of Regulations, §§200 et seq. Questions may be directed to the State Division of Apprenticeship Standards, 455 Golden Gate Avenue, San Francisco, California.

3.19.11 Pre-Construction Meetings, Interviews. Contractor shall attend any pre-construction meetings held by County to discuss labor requirements. Contractor and the Subcontractors shall allow County, County Consultants and the Department of Industrial Relations, and designated representatives of each, to conduct, at their discretion, interviews of workers at the Site during working hours.

3.19.12 Penalties for Violations.

.1 Prevailing Wage Violations. Pursuant to California Labor Code §1775, Contractor and any of the Subcontractors shall, as a penalty, pay an amount not to exceed Two Hundred Dollars (\$200) for each Day, or portion thereof, for each worker paid less than the prevailing rates, determined by the Director of the Department of Industrial Relations, for the trade or craft in which such worker is employed by Contractor or, except as provided by said §1775, by any of the Subcontractors, of any Tier, for performance of the Work. The amount of this penalty shall be determined by the Labor Commissioner and shall be based on consideration of both: (1) whether the failure of Contractor or the Subcontractor to pay the correct rate of per diem wages was a good faith mistake and, if so, whether the error was promptly and voluntarily corrected upon being brought to the attention of Contractor or the Subcontractor; and (2) whether Contractor or the Subcontractor has a prior record of failing to meet its prevailing wage obligations. The difference between the amount owed to each worker pursuant to such prevailing wage rates, and the amount paid to each worker for each Day or portion thereof for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by Contractor.

.2 Working Hour Violations. Pursuant to Labor Code §1813, Contractor shall pay a penalty of Twenty-Five Dollars (\$25) per worker employed in the performance of the Work by Contractor or by any of the Subcontractors for each Day during which such worker is required or permitted to work more than eight (8) hours in any Day and forty (40) hours in any one calendar week in violation of the provisions of Article 3 (commencing at §1810), Chapter 1, Part 7, Division 2 of the California Labor Code.

.3 Payroll Record Violations. Pursuant to California Labor Code §1776, Contractor shall in the event of a failure to comply within ten (10) Days with any written notice requesting the records enumerated in subdivision (a) of said §1776, pay a penalty of One Hundred Dollars (\$100) for each Day, or portion thereof, for each worker, until Contractor has strictly complied with such request. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, these penalties shall be withheld from progress payments then due.

.4 Apprenticeship Violations. Pursuant to California Labor Code §1777.7, if Contractor or the Subcontractor is determined by the Chief of the Division of Apprenticeship Standards (the "Chief") to have knowingly

committed a first-time violation of California Labor Code §1777.5, Contractor or the Subcontractor shall pay, as a civil penalty, an amount not exceeding One Hundred Dollars (\$100) for each full Day of noncompliance, provided that the amount of this penalty may be reduced by the Chief if the penalty would be disproportionate to the severity of the violation. In lieu of this penalty, the Chief may, for a first-time violation and with the concurrence of the joint apprenticeship committee, order Contractor or the Subcontractor to provide apprentice employment equivalent to the work hours that would have been provided for apprentices during the period of noncompliance. If such violation by Contractor or the Subcontractor is a second or subsequent violation committed within a three (3) year period from a previous violation of §1777.5, Contractor or the Subcontractor shall pay, as a civil penalty, to County the sum of not more than Three Hundred Dollars (\$300) for each full Day of noncompliance. County shall withhold the amount of the civil penalty from contract progress payments then due or to become due. In addition, if Contractor or the Subcontractor is determined to have knowingly committed a serious violation of any provision of §1777.5, the Chief may deny to Contractor or the Subcontractor, and to its responsible officers, the right to bid on or be awarded a contract to perform work as a subcontractor on any subsequent project for County for a period of up to one (1) year for the first violation and for a period of up to three (3) years for a second or subsequent violation.

3.19.13 Subcontractor Provisions. Contractor shall include, and shall require the Subcontractors to include, contractual provisions in all contracts they enter into for the performance of the Work requiring compliance with the provisions of this Section 3.19 at no additional cost.

3.19.14 Condition of Payment. Compliance by Contractor with the requirements of this Section 3.19 and each of its Paragraphs shall be a condition to Contractor's right to payment under its Applications for Payment. Without limitation to the foregoing, payments to Contractor shall not be made when payroll records are delinquent or inadequate.

3.20 LABOR CODE §2810

3.20.1 Application. The provisions of this Section 3.20 apply only if the Contractor has not executed a collective bargaining agreement covering the workers who will be employed to perform the Work.

3.20.2 Declaration by Contractor. If a Declaration of Sufficiency of Funds has not been submitted by Contractor as a Post-Award Submittal, then it must be submitted prior to Award. In executing the Construction Contract, Contractor warrants and represents that all of the statements contained in its Declaration of Sufficiency of Funds remain true and correct as of the date of execution of the Construction Contract and may be relied upon by County in determining whether there appears to be sufficient funds in the Contractor's Bid to allow the Contractor to comply with all Applicable Laws governing the labor or services to be provided for the performance of the Work. The truth and accuracy of the statements contained in said Declaration and in this Paragraph 3.20.2 constitute a material part of the Contractor's consideration for, and a material inducement to the County's entering into, the Construction Contract.

3.20.3 Continuing Duty. To the extent that any of the information provided in the Declaration of Sufficiency of Funds submitted by Contractor relating to numbers of workers or independent contractors that will be employed or utilized for performance of the Work was or is based upon a best estimate, rather than actual figures or information, then the Contractor assumes the continuing duty to the County to ascertain the actual figures and information requested in the Declaration of Sufficiency of Funds and to provide such actual figures and information to the County in the form of a revised and updated Declaration of Sufficiency of Funds once the actual figures and information become known.

3.21 URBAN RUNOFF AND STORM WATER COMPLIANCE

3.21.1 Contractor's Responsibility. If and to the extent storm water permitting, control, mitigation or discharge control is required by Applicable Laws, the Contractor shall: (1) prior to starting any Work at the Site, sign and implement the Storm Water Management Plans or Storm Water Pollution Prevention Plans as previously prepared by the County's Consultant for civil engineering or by others; (2) take all necessary steps to monitor, report, enforce and otherwise implement and comply with the requirements of the Storm Water Permit, Storm Water Management Plans and Storm Water Pollution Prevention Plans and all Applicable Laws pertaining to the elimination or mitigation of storm water pollutant discharge to separate storm sewer systems or other watercourses, including without limitation, applicable requirements of the State Water Resources Control Board, Santa Ana, San Diego, and/or Colorado Region Water Quality Control Boards and municipal storm water management programs; (3) adhere to and implement the Special Provisions for Urban Runoff and Water Pollution Control set forth in the Specifications; and (4) ensure that the

Work is constructed in conformance with those post-construction best management practices (BMPs) identified within the project-specific Water Quality Management Plan (WQMP).

3.21.2 Inspections, Reports. Contractor shall immediately notify the person identified to Contractor as the County's "project manager" for the Project of all inspections by Government Authorities (including, but not limited to, any regional board staff) and, if practicable, arrange for participation by such Governmental Authorities in any other pertinent inspections conducted at the Site. Contractor shall provide to County copies of all reports and monitoring information related to the matters covered by this Section 3.21.

3.21.3 Violations. The Contractor recognizes and understands that failure to comply with the requirements of any applicable storm water-related permit issued by the State of California of the United States pursuant to the Clean Water Act (Title 33 U.S.C. §§ 1251 et seq) and/or the Porter Cologne Water Quality Control Act (California Water Code §§13000 et seq.) is a violation of Applicable Laws. Contractor shall be responsible for all Losses and for any liability (including, without limitation, fines, penalties and other administrative liabilities and costs) imposed by Applicable Laws as a result of the Contractor's failure to comply with Applicable Laws, including, without limitation, the requirements of this Section 3.21.

3.21.4 Condition of Payment. Compliance by the Contractor with the requirements of this Section 3.21 shall be a condition to the Contractor's right to payment under its Applications for Payment.

3.21.5 Costs of Compliance. The Contractor represents and warrants that it has included in its Bid all costs of compliance with the requirements of this Section 3.21.

3.22 SOLID WASTE MANAGEMENT

Contractor shall comply with all provisions of Applicable Laws (including, without limitation, the requirements of the California Public Resources Code, rules and regulations of the California Integrated Waste Management Board and provisions of any Site-specific plans adopted by County) that are applicable to the activities of contractors performing construction or related activities on the Site. Compliance by Contractor with the requirements of this Section 3.22 shall be a condition to Contractor's right to payment under its Applications for Payment.

3.23 CEQA COMPLIANCE

No Work that is subject to California Environmental Quality Act (CEQA) shall proceed by Contractor until Contract Documents satisfying the CEQA process are reviewed and approved by the County. Contractor shall comply with all applicable CEQA requirements. If there is a federal nexus (e.g. a source of federal funding) to the Project, compliance by Contractor with the National Environmental Policy Act (NEPA) will be required in addition to and in conjunction with compliance with requirements of CEQA. The Contractor shall comply with the conditions identified on the Plans and Specifications for compliance with the California Environmental Quality Act, including, without limitation, all requirements pertaining to Mitigation, Monitoring, and Reporting Program (MMRP).

3.24 AQMD COMPLIANCE

Contractor is responsible for full and complete compliance with, as applicable: (1) AQMD Rule 403.1, County Ordinance 742, the County MOU with AQMD dated January 6, 2004 Agenda Item 3.1 (for projects in the Coachella Valley); or (2) AQMD Rule 403 (for projects west of the Coachella Valley). Any fines imposed by AQMD on the County, as well as any other Loss to County, as a result of non-compliance by Contractor with the applicable provisions of the foregoing requirements are the responsibility of Contractor and upon request by County will be paid to County by Contractor or may be withheld by County from amounts due to Contractor under its Applications for Payment.

**ARTICLE 4
CONSTRUCTION ADMINISTRATION**

4.1 INTENTIONALLY OMITTED.

4.2 ADMINISTRATION OF THE CONSTRUCTION CONTRACT

4.2.1 Observations of the Work. Intentionally omitted.

4.2.2 Means, Methods. Construction means, methods, techniques, sequences, procedures and safety precautions and programs in connection with the Work are solely the responsibility of Contractor. County: (1) has no control over or charge of, nor are they responsible for, Contractors or any Subcontractor's construction means, methods, techniques, sequences, procedures, safety precautions or programs in connection with the Work, all of which are, as between Contractor and County, solely Contractor's responsibility; (2) is not responsible for Contractor's failure to carry out the Work in accordance with the Contract Documents; or (3) has no control over, charge of, or responsibility for acts or omissions of Contractor, the Subcontractors or their agents or employees, or of any other persons performing portions of the Work.

4.2.3 Communications by Contractor. County shall be provided by Contractor with copies of all communications from Contractor or the Subcontractors to Separate Contractors. Contractor shall not rely on oral or other non-written communications.

4.2.4 Review of Applications for Payment. Intentionally omitted.

4.2.5 Rejection of the Work. Intentionally omitted.

4.2.6 Review of Submittals. Intentionally omitted.

4.2.7 Changes. County will prepare the Change Orders, Unilateral Change Orders and Construction Change Directives for execution and take appropriate action thereon in accordance with Article 7, below.

4.3 CLAIMS

4.3.1 Submission of Claims. All Claims by Contractor shall be submitted in accordance with the procedures set forth in this Section 4.3.

4.3.2 Arising of Claim.

.1 Changes. A Claim by Contractor involving a Contract Adjustment due to a Compensable Change or Deleted Work arises upon issuance of a decision denying, in whole or in part, Contractor's Change Order Request. Such Claim shall be prepared and submitted in accordance with the requirements of this Section 4.3, including, without limitation, Paragraphs 4.3.3 through 4.3.5, below.

.2 Other Claims. Claims by Contractor other than those described in Subparagraph 4.3.2.1, above, arise at the time that County receives written notice by Contractor of Contractor's intent to file the Claim. Such notice of intent shall be given no later than five (5) Days after the Discovery Date relative to such circumstances (even if Contractor has not yet experienced a Loss or Delay due to such circumstances) and shall state the event or condition giving rise to the Claim and its probable effect, if any, upon the Contract Price and Contract Time. **FAILURE BY CONTRACTOR TO SUBMIT A NOTICE OF INTENT TO FILE CLAIM IN ACCORDANCE WITH THIS SUBPARAGRAPH 4.3.2.2 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO FURTHER RECOURSE OR RECOVERY UPON SUCH CLAIM.**

4.3.3 Content of Claims. A Claim must include the following:

.1 a statement that it is a Claim and a request for a decision on the Claim;

.2 a detailed description of the act, error, omission, unforeseen condition, event or other circumstance giving rise to the Claim;

.3 supporting documentation as follows: (1) if the Claim involves a Contract Adjustment due to Compensable Change or Deleted Work, documentation demonstrating that a complete Notice of Change and Change Order Request were timely and properly submitted as required by Article 7, below; (2) if the Claim involves an adjustment to the Contract Time, documentation demonstrating that a complete Notice of Delay and Request for Extension were timely and properly submitted as required by Article 7 and Article 8, below; and (3) if the Claim does not involve a Contract Adjustment on the basis of Compensable Change or Deleted Work, documentation demonstrating that a notice of intent to file the Claim was timely and properly submitted as required by Subparagraph 4.3.2.2, above;

.4 a detailed justification for any remedy or relief sought by the Claim, including, without limitation, all of the following: (1) a detailed cost breakdown in the form required for submittal of Change Order Requests, which complies with the prohibition on "total cost" calculations set forth in Paragraph 7.7.15, below; and (2) job cost records substantiating the actual costs that have been incurred; and

.5 a written certification, signed by a responsible managing officer or principal of Contractor's organization who has the authority to sign contracts on behalf of Contractor and who has personally investigated the matters alleged in the Claim, in the following form:

"I hereby certify under penalty of perjury that I am a manager of (Contractor) and that I have reviewed the Claim presented herewith on Contractor's behalf and that the following statements are, to the best of my knowledge after diligent inquiry into the circumstances of such Claim, true and correct:

(i) the facts alleged in or that form the basis for the Claim are true and accurate;

(ii) I do not know of any facts or circumstances, not alleged in the Claim, that by reason of their not being alleged render any fact or statement alleged in the Claim materially misleading;

(iii) With respect to any request for money or damages alleged in or that forms the basis for the Claim the losses or damages alleged to have been suffered by Contractor were in fact suffered in the amounts and for the reasons alleged in the Claim;

(iv) With respect to any request for extension of time or claim of delay, disruption, hindrance or interference alleged in or that forms the basis for the Claim, the delays or disruption alleged to have been suffered by Contractor were in fact experienced for the durations, in the manner, and with the consequent effects on the time and/or sequence of performance of the Work, as alleged in the Claim; and,

(v) Contractor has not received payment from County for, nor has Contractor previously released County from, any portion of the Claim.

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

If any subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against the County because privity of contract does not exist, the Contractor may present to the County a claim on behalf of the subcontractor in a manner consistent with Public Contract Code Section 9204.

4.3.4 Noncompliance. Failure by Contractor to comply with Paragraph 4.3.3, above, shall give County the right, without obligation, to deny the Claim or return the Claim without any response.

4.3.5 Submission of Claims.

.1 Time for Filing. All Claims and supporting documentation and certifications required to be submitted by Contractor must be submitted to the County within thirty (30) Days after the Claim arises (as "arises" is defined in Paragraph 4.3.2, above). No Claims by Contractor are permitted after Final Payment.

.2 Manner of Filing. A Claim shall be submitted by registered or certified mail, return receipt requested.

.3 Condition Precedent. Contractor's strict compliance with the requirements of this Section 4.3 as to a Claim shall be considered a condition precedent to Contractor's right to initiate or seek determination of its rights in any legal proceedings with respect to such Claim.

4.3.6 Response to Claims by Contractor.

.1 Claims Response. County shall provide a reasonable review and issue a written Good Faith Determination within forty-five (45) Days of receipt of the Claim, unless County and Contractor have by mutual agreement extended the time period. The written Good Faith Determination shall identify which portion of the Claim is disputed by County and which portion is undisputed.

.2 Meeting with Board. If County should need to submit and gain approval of the Board of Supervisors prior to providing the Contractor the written statement identifying the undisputed and disputed portions of the Claim, and the governing body does not meet within the forty-five (45) days or within the mutually agreed time extension, County shall have three (3) days following the next duly publicly noticed meeting of the Board of Supervisors after the forty-five (45) day period, or agreed extension, to provide Contractor a written statement identifying the disputed portion and undisputed portion of the Claim.

.3 Payments on Undisputed Portion(s). Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after County issues its written statement. Amounts not paid in a timely manner shall bear interest at 7 percent per annum.

.4 Failure of County to Respond. If County should fail to respond to a Claim from Contractor within the time periods set forth in this 4.3.6 or otherwise meet the time requirements, the Claim shall be deemed rejected in its entirety. A Claim that is denied by reasons of County's failure to have responded to the Claim, or its failure to otherwise meet the requirements of Public Contract Code §9204, shall not constitute an adverse finding with regard to the merits of the Claim or the responsibility or qualifications of the Contractor.

4.3.7 Meet and Confer.

.1 Dispute by Contractor. If Contractor disputes County's Good Faith Determination and written response of a Claim by Contractor, or if County fails to respond within the prescribed time set forth herein, the Contractor may demand, in writing sent by registered or certified mail return receipt requested, an informal conference to meet and

confer for settlement of the issues still in dispute. Upon receipt of such demand, County shall schedule a meet and confer conference within thirty (30) Days.

.2 Conclusion of Meet and Confer. Within ten (10) business days following conclusion of the meet and confer conference, if the Claim or any portion thereof remains in dispute, County shall provide the Contractor with a written statement identifying the portion of the Claim still in dispute and the portion that is undisputed. Any payment due on the undisputed portion shall be processed and made within sixty (60) days after such written statement is issued. Amounts not paid in a timely manner shall bear interest at 7 percent per annum.

.3 Mediation. Any disputed portion of the Claim as identified by the Contractor in writing, shall be submitted to non-binding mediation with the County and Contractor sharing the associated costs equally. The County and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall selected a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. Mediation includes any non-binding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assist the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

.4 If mediation is unsuccessful, the parts of the Claim remaining in dispute shall be subject to applicable procedures outside this section.

4.3.8 Subcontractor Claims.

.1 Subcontractor Claim. If a subcontractor or lower tier subcontractor has a claim against the County, the Contractor may present to the County a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the County shall furnish reasonable documentation to support the claim.

.2 Contractor Response. Within forty five (45) days of receipt of the written request by the subcontractor, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the County and, if the Contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

4.3.9 Claims Based on Differing Site Conditions.

.1 Contractor Responsibility. Save and except as hereinafter provided in this Paragraph 4.3.9 for Contract Adjustments due to Differing Site Conditions, Contractor agrees at Contractor's Own Expense to assume the risk and costs of Extra Work and Delay due to concealed or unknown conditions, surface or subsurface, at the Site or in Existing Improvements.

.2 Differing Site Conditions. Differing Site Conditions are those conditions at the Site or in Existing Improvements and not otherwise reasonably ascertainable by Contractor in the performance of its obligations under the Contract Documents (including, without limitation, conditions not reasonably ascertainable by Contractor from documents or information described in Paragraph 3.2.1, above, that were provided or available to Contractor for its review prior to the Bid Closing Deadline) that constitute: (1) hazardous materials that constitute hazardous waste, as defined in California Health and Safety Code §25117, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of Applicable Laws; (2) subsurface or concealed conditions at the Site or concealed conditions in Existing Improvements which differ materially from those indicated by the Contract Documents or other information that was either reviewed by Contractor or that Contractor was given the opportunity to review prior to the Bid Closing Deadline; or (3) unknown physical conditions at the Site or concealed conditions in Existing Improvements of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents.

.3 Notice of Change. If Contractor encounters conditions it believes constitute Differing Site Conditions, then Contractor shall, before such conditions are disturbed, give Notice of Change as required by Paragraph 7.6.1, below, stating, without limitation, a detailed description and precise location of the conditions encountered.

.4 Investigation by County. Upon receipt of notice from Contractor as required by Subparagraph 4.3.9.3, above, County shall promptly investigate Contractor's report of Differing Site Conditions.

.5 Change Order Request. If Contractor intends to seek a Contract Adjustment based upon Differing Site Conditions, it shall submit a complete and timely Change Order Request in accordance with Paragraph 7.6.2, below, setting forth its request for a Contract Adjustment.

.6 Contract Adjustments. If, following Contractor's compliance with its obligations under this Paragraph 4.3.9, County finds that Differing Site Conditions exist, then, unless the Contractor's right to Contract Adjustment has been waived as pursuant to Paragraph 3.2.3, above, a Contract Adjustment shall be made for the resulting Compensable Change and Compensable Delay, in such amount and duration as County determines by issuance of a Good Faith Determination are reasonable and permitted by these General Conditions.

.7 WAIVER BY CONTRACTOR.

FAILURE BY CONTRACTOR TO STRICTLY COMPLY WITH THE REQUIREMENTS OF THIS PARAGRAPH 4.3.9 PERTAINING TO CONTRACT ADJUSTMENT BASED ON A CLAIM FOR DIFFERING SITE CONDITIONS SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO FURTHER RECOURSE OR RECOVERY UPON SUCH CLAIM.

.8 Final Completion. No claim by Contractor for additional compensation for Differing Site Conditions shall be allowed if asserted after Final Payment.

4.3.10 Continuous Work. Contractor shall, notwithstanding the existence of a Claim by Contractor that is disputed by County, maintain continuous performance, without interruption, suspension or slowing, of the Work and its other obligations (1) pending issuance by County of a Good Faith Determination of the Claim and (2) thereafter in compliance with the terms of such Good Faith Determination.

4.4 NOTICE OF THIRD-PARTY CLAIMS

County shall provide notification to Contractor within a reasonable time after receipt of any third-party claim relating to the Construction Contract. County shall be entitled to recover from Contractor its reasonable costs of providing such notification.

4.5 WAIVERS OF RIGHTS BY CONTRACTOR

COUNTY AND CONTRACTOR ACKNOWLEDGE THAT IT IS IN THE INTERESTS OF BOTH PARTIES THAT CHANGES, DELAYS AND CLAIMS BE IDENTIFIED, QUANTIFIED, EVALUATED AND FINALLY RESOLVED PROMPTLY, CONTEMPORANEOUSLY WITH THE CIRCUMSTANCES FROM WHICH THEY ARISE, AND THAT THERE BE CERTAINTY WITH RESPECT TO THE FINALITY OF ANY RESOLUTION OF RELATED DISPUTES. ON THOSE PREMISES, AND IN FURTHER RECOGNITION OF THE FACT THAT IT WOULD BE EXTREMELY DIFFICULT OR IMPOSSIBLE TO QUANTIFY, DEMONSTRATE OR PROVE THE HARM TO COUNTY IF ANY OF THE FOREGOING PREMISES IS NOT ACHIEVED DUE TO A FAILURE BY CONTRACTOR TO COMPLY WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS CONCERNING TIMELY NOTICE OR SUBMISSIONS OF NOTICES AND CLAIMS RELATING TO CHANGES, DELAY AND CONTRACT ADJUSTMENTS, COUNTY AND CONTRACTOR AGREE THAT FAILURE BY CONTRACTOR TO CONFORM TO SUCH REQUIREMENTS OF THE CONTRACT DOCUMENTS SHALL IN AND OF ITSELF CONSTITUTE SUFFICIENT CAUSE AND GROUNDS, WITHOUT THE NECESSITY OF COUNTY DEMONSTRATING ANY ACTUAL HARM OR PREJUDICE, FOR IMPOSING UPON CONTRACTOR A FULL AND UNCONDITIONAL WAIVER BY CONTRACTOR OF ITS RIGHT TO A CONTRACT ADJUSTMENT AND OF ITS RIGHTS AND RECOURSE FOR RECOVERY OF ANY RELATED LOSS BY ANY LEGAL PROCESS OTHERWISE PROVIDED FOR UNDER APPLICABLE LAWS.

4.6 GOOD FAITH DETERMINATIONS

Wherever in the Contract Documents it is provided that the County may or shall make a determination or decision in the exercise of good faith (including, without limitation, provisions for a Good Faith Determination by County), any such determination or decision that the person exercising such right on behalf of County 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, shall be complied with by Contractor without Delay to Contractor's performance of the Work. However, unless the Contract Documents expressly provides otherwise, neither such good faith determination or decision nor Contractor's compliance therewith shall be interpreted as precluding the Contractor from exercising its rights to seek adjudication of its rights in the manner permitted by these General Conditions or Applicable Laws.

4.7 ESCROW BID DOCUMENTS

If the Bidding Documents obligate Contractor to submit Escrow Bid Documents, then submission by Contractor of its Escrow Bid Documents shall constitute a warranty and representation by Contractor that it has no other written documents or electronic files containing any information that Contractor was required to include, but failed to include, as part of its performing such obligation and Contractor agrees it shall have no right to submit for consideration by County, or offer into evidence in legal proceedings, in support of a request for Contract Adjustment or a Claim any such documentation or electronic files that Contractor so failed to include in its Escrow Bid Documents.

ARTICLE 5 SUBCONTRACTORS

5.1 SUBSTITUTION

5.1.1 **Substitutions Allowed.** There shall be no substitution of or addition to the Subcontractors except as permitted by Chapter 4 (commencing at §4100), Division 2, Part 1 of the California Public Contract Code (the "Act").

5.1.2 **Contractor's Own Expense.** Any increase in the cost or time of performance of the Work resulting from the replacement, substitution or addition of a Subcontractor shall be borne solely by Contractor at Contractor's Own Expense.

5.1.3 **Substantiation of Compliance.** At any time during performance of the Work it shall be the responsibility and burden of Contractor, if requested by County, to present clear and convincing evidence that Contractor is, and all times during the bidding and Award of the Construction Contract was, in full compliance with all of the applicable provisions of the Act. Failure by Contractor to present such evidence when requested shall be deemed a breach of this Section 5.1 and of the Act, thereby entitling County to exercise any or all of its rights and remedies under the Contract Document or Applicable Laws, including, without limitation, the right to cancel the Construction Contract or assess any penalties provided for by the Act.

5.1.4 **Splitting Prohibited.** Any attempt by Contractor to avoid compliance with the Act, such as, but not limited to, by splitting the work of subcontracts with Subcontractors into separate contracts or changes orders so as to not exceed the monetary threshold of the Act applicable to listing of Subcontractors, is strictly prohibited.

5.2 SUBCONTRACTUAL RELATIONS

5.2.1 **Written Agreements.** Contractor shall, by written agreement entered into between the Contractor and Subcontractors no later than twenty (20) Days after Award, require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to Contractor by terms of the Contract Documents and to assume toward Contractor all the obligations and responsibilities which Contractor, by the Contract Documents, assumes toward County. Each subcontract agreement shall preserve and protect the rights of County under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against Contractor that Contractor, by the Contract Documents, has against County. Contractor shall require each first-Tier Subcontractor to enter into similar agreements with their sub-subcontractors. Copies of applicable portions of the Contract Documents shall be made available by Contractor to the

first-Tier Subcontractors and each Subcontractor shall similarly make copies of such Contract Documents available to each Subcontractor of a lower-Tier with which it contracts. Without limitation to the foregoing, each contract that is entered into by a Subcontractor, of any Tier, shall, without limitation, require the Subcontractor:

- .1 to perform the Work in accordance with the terms of the Contract Documents;
- .2 to assume toward Contractor all the obligations and responsibilities which Contractor assumes toward County by the Contract Documents;
- .3 to preserve and protect the rights of County under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights;
- .4 to waive all rights (including, without limitation, rights of subrogation) that the Subcontractor or its insurers may have against County and others required by the Contract Documents to be named as additional insureds, for Losses covered by insurance carried by Contractor or County, except for such rights as the Subcontractor may have to the proceeds of such insurance held by County or such other additional insured;
- .5 to afford County and entities and agencies designated by County the same rights and remedies afforded to them under the Contract Documents with respect to access to, and the right to audit and copy at County's cost, all of the Subcontractor's books, records, contracts, correspondence, instructions, drawings, receipts, vouchers, purchase orders, memoranda and other records and documents relating to the Work and requiring the Subcontractor to preserve all such records and other items for a period of ten (10) years after Final Completion;
- .6 to recognize the rights of the County under Section 5.3, below, including, without limitation, the County's right to (1) accept assignment of the Subcontractor's agreement, (2) accept assignment of Contractor's rights as obligee under a performance bond furnished by a first-Tier Subcontractor, (3) to retain the Subcontractor pursuant to the terms of its agreement with Contractor to complete the unperformed obligations under its agreement, and, (4) if requested by the County, to require that the Subcontractor execute a written agreement on terms acceptable to the County confirming that the Subcontractor is bound to the County under the terms of its agreement with Contractor;
- .7 to submit applications for payment, requests for change orders and extensions of time and claims, and to comply with all other notice and submission requirements of the Contract Documents, sufficiently in advance to allow Contractor time to comply with its obligations under the Contract Documents;
- .8 to purchase and maintain insurance in accordance with the requirements of the Contract Documents;
- .9 to defend and indemnify the Indemnitees on the same terms as provided in Section 3.18, above;
- .10 to comply with the nondiscrimination (Article 16, below) and prevailing wage (Section 3.19, above) provisions of these General Conditions;
- .11 limiting the Subcontractor's right to additional compensation or extension of time due to Differing Site Conditions and Design Discrepancies in accordance with the provisions of Section 3.2, above;
- .12 to provide for a right of termination for convenience by Contractor that limits the Subcontractor's right to compensation to an allocable share of the subcontract price that corresponds to the percentage of the Work properly performed by the Subcontractor, with no additional sum payable for any other Losses, including, without limitation, prospective damages, lost profits or consequential damages, of any kind; and
- .13 to provide that time is of the essence to each of the Subcontractor's obligations.

5.2.2 **Copies.** Contractor shall, upon request by County made at any time, furnish to County true, complete, and executed copies of all contracts with the Subcontractors and amendments, modifications and change orders

thereto. Progress payments shall not be made for items of the Work for which County has not received such documents following request therefor by County.

5.2.3 No Brokering. Contractor shall not permit any portion of the Work to be contracted to a firm acting as a broker, factor or other entity not actually performing a substantial portion of the Work with its own forces; provided, however, that nothing herein shall be interpreted as precluding the right of a Subcontractor who has agreed to provide all of the materials and labor for a trade to subcontract the labor portion only to a sub-subcontractor.

5.2.4 Third-Party Rights. Contractor acknowledges that County is an intended third-party beneficiary to all contracts between Contractor and its first-Tier Subcontractors. Notwithstanding the foregoing or anything else to the contrary in the Contract Documents, there is no intent on the part of County or Contractor to create any rights (including, without limitation, third-party beneficiary rights) in favor of any Subcontractor, of any Tier, against County and nothing contained in the Contract Documents and no course of conduct, act or omission on the part of County shall be construed as creating a direct or indirect contractual right in favor of any Subcontractor, of any Tier, and against County.

5.2.5 All Subcontractor Tiers. It is the Contractor's obligation to see to it that all obligations of the Contractor are assumed by (or, "flow down") to the Subcontractors, of every Tier, by the inclusion of contractual provisions requiring each of the Subcontractors, of every Tier, to bind not only themselves but their lower-Tier Subcontractors to the obligations assumed by Contractor under the Contract Documents.

5.3 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

5.3.1 Contingent Assignment. Contractor hereby contingently assigns to County, or to such person or entity as County, in its sole and absolute discretion, designates, all of its interest in subcontracts entered into by Contractor with its first-Tier Subcontractors. If a first-Tier Subcontractor has provided a performance bond, then Contractor's rights under such performance bond are likewise hereby deemed contingently assigned to County or its designee and provision shall be made in the performance bond for surety's consent to such contingent assignment.

5.3.2 Acceptance by County. The contingent assignments provided for by this Section 5.3 will be effective only as to those subcontracts and performance bonds which County or its designee accepts in writing. Said acceptance is the sole condition upon which the effectiveness of such assignments are contingent. County or its designee may accept any such assignment at any time during the course of the Work and prior to Final Completion. Such contingent assignments are part of the consideration to County for entering into the Construction Contract with Contractor and may not be withdrawn prior to Final Completion.

5.3.3 County Obligation. County's or its designee's sole obligation in the event it accepts a contingent assignment of a subcontract under this Section 5.3 shall be to pay in accordance with the terms of such subcontract for Work performed after written notice of acceptance of such assignment. In the event County directs that such assignment be made to County's designee, then such designee only, and not County, shall be solely liable under such assignment for Work performed after written notice of acceptance of such assignment.

5.4 COMMUNICATIONS BY COUNTY

County shall have the right to communicate, orally or in writing, with the Subcontractors with respect to matters that are related to Contractor's performance of its obligations under the Contract Documents. Nothing herein shall be interpreted as extending to County the right as part of such communications to direct the manner in which any Subcontractor performs the Work. Except as otherwise provided in the Construction Contract or these General Conditions, Contractor shall be provided with a copy of all such communications that are in writing. Such communications shall not create, or be interpreted as creating, any contractual obligation of County to any Subcontractor.

5.5 DOCUMENT AVAILABILITY

Contractor shall make available to each proposed Subcontractor with whom it enters into a contract for performance of any portion of the Work, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound so as to ensure that all matters disclosed thereby are taken into consideration and included in the terms of such contracts and shall identify to such Subcontractor the terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. The Subcontractors shall similarly be

required to make copies of applicable portions of such documents available to their respective proposed sub-subcontractors or sub-subconsultants.

5.6 NO LIABILITY OF COUNTY

Nothing set forth in this Article 5, and no action taken by County with respect to review or approval of the Subcontractors or their contracts, shall impose any liability or responsibility upon County nor relieve Contractor of its responsibilities under the Contract Documents or Applicable Laws.

ARTICLE 6 COUNTY'S OWN FORCES AND SEPARATE CONTRACTORS

6.1 COUNTY'S RIGHT TO PERFORM CONSTRUCTION WITH OWN FORCES AND TO AWARD SEPARATE CONTRACTS

6.1.1 **Right of County.** County reserves the right to perform construction or operations related to the Project with County's own forces and to award other contracts to Separate Contractors in connection with other portions of the Project or other construction or operations on the Site.

6.1.2 **Separate Contractors.** Intentionally omitted.

6.1.3 **Coordination.** Contractor shall, when directed to do so by County, participate with the Separate Contractors and County in reviewing the Separate Contractors' construction schedules. Contractor will cooperate with Separate Contractors so as to facilitate the general progress of the Project.

6.1.4 **Disputes.** Intentionally omitted.

6.1.5 **Remedy.** Intentionally omitted.

6.2 MUTUAL RESPONSIBILITY

6.2.1 **Use of Site.** Nothing contained in the Contract Documents shall be interpreted as granting Contractor exclusive use or occupancy of the Site. Contractor shall afford County's own forces and the Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities. Contractor shall not Delay the work of the Separate Contractors or County's own forces.

6.2.2 **Adjoining Work.** If part of Contractor's performance of the Work depends for proper execution or results upon construction or operations by County's own forces or Separate Contractors, Contractor shall, prior to proceeding with that portion of the Work, carefully inspect such construction and operations and promptly report in writing to the County apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Contractor will be responsible, at Contractor's Own Expense, for Losses to County resulting from any such discrepancies or defects not reported in accordance with this Paragraph 6.2.1 that were apparent or that should have been apparent to Contractor on careful inspection.

6.2.3 **Damage.** Contractor shall promptly remedy Loss caused by Contractor or its Subcontractors to completed construction or partially completed construction on the Site, or to property of County or the Separate Contractors.

6.2.4 **Disputes.** Contractor shall notify the County in writing within five (5) Days if it believes it has experienced or is experiencing any Delay or Loss due to the activities of County's own forces or the Separate Contractors or in the event of any dispute with County's own forces or a Separate Contractor.

6.2.5 **Settlement of Disputes.** If Contractor or any Subcontractor causes a Loss to a Separate Contractor, then Contractor will promptly settle the matter directly with the Separate Contractor and will defend, indemnify and hold County and the other Indemnitees harmless from any and all effects of such Loss in accordance with the terms of Section 3.18, above.

6.3 ALLOCATION OF CLEANUP COSTS

If a dispute arises among Contractor, the Separate Contractors and/or County as to the responsibility for maintaining the Site and surrounding area free from waste materials and rubbish, County may clean up such waste materials and rubbish and allocate the cost among those responsible as County determines in good faith to be just.

ARTICLE 7 CHANGES IN THE WORK

7.1 CHANGES

7.1.1 **General.** County is authorized to make Changes in the Work in accordance with the provisions of this Article 7.

7.1.2 **Contract Adjustments.** Contract Adjustments shall only be permitted as follows: (1) the Contract Price shall only be adjusted by means of a Change Order or Unilateral Change Order for Compensable Change, Deleted Work or Compensable Delay; and (2) the Contract Time shall be adjusted by means of a Change Order or Unilateral Change Order for Excusable Delay, Compensable Delay or Deleted Work. All Contract Adjustments to the Contract Price shall conform, without limitation, to the requirements of this Article 7. All Contract Adjustments to the Contract Time shall conform, without limitation, to the applicable requirements of this Article 7 and Article 8, below.

7.1.3 **Exclusive Rights.** The rights expressly set forth in the Contract Documents for Contract Adjustments constitute Contractor's exclusive rights for additional compensation or extensions of time and are intended to be in lieu of and wholly replace any other such rights and remedies that Contractor has under Applicable Laws for recovery or relief on account of Loss or Delay in connection with performance of the Work, it being the intent of the County and Contractor that if circumstances arise for which the Contract Documents do not provide to Contractor an express right to a Contract Adjustment, then such omission of an express right shall conclusively be deemed to mean that no right to a Contract Adjustment was intended; and, consistent with that intent, no right to a Contract Adjustment on account of such circumstances shall by any means, legal or equitable, of interpretation, construction, inference, implication or application be considered, found or adjudged to exist.

7.1.4 **Written Authorization.** Any Change performed by Contractor pursuant to any direction other than a duly authorized and executed Change Order, Unilateral Change Order or Construction Change Directive shall be at Contractor's Own Expense.

7.1.5 **Prompt Performance.** Subject to the procedures set forth in this Article 7 and elsewhere in the Contract Documents, all Changes shall be performed promptly and without Delay.

7.2 SIGNATURES AND AUTHORIZATIONS

7.2.1 **Parties.** A Change Order shall be executed by County and Contractor. A Unilateral Change Order shall be executed by the County. Construction Change Directives shall be executed in accordance with Section 7.5, below.

7.2.2 **Form.** Change Orders, Unilateral Change Orders and Construction Change Directives shall be executed using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County.

7.2.3 Authorization.

.1 Compensable Changes.

(1) **Director of Facilities Management.** A Compensable Change shall be performed by Contractor only if authorized by a Change Order, Unilateral Change Order or Construction Change Directive signed by the Director of Facilities Management in accordance with the requirements of this Article 7; provided, however, that the

Director of Facilities Management's authority to bind the County to a Contract Adjustment shall be subject to the limitations of Public Contract Code §20142.

(2) **County's Project Manager.** The person identified by County as its "project manager" for the Project shall have the right to exercise the Director of Facilities Management's authority under this Paragraph 7.2.3, but only if and to the extent that such authority is expressly given to such project manager in a writing signed by the Director of Facilities Management (and not by a designee of the Director of Facilities Management).

(3) **Board of Supervisors.** Except as otherwise provided in Subparagraph 7.2.3.1 (4), below, if a Contract Adjustment increasing the Contract Price would exceed the limitations of Public Contract Code §20142, then in addition to written authorization by the Director of Facilities Management, such Compensable Change shall be performed only if approved by a vote of the Board of Supervisors in accordance with the requirements of Applicable Laws.

(4) **Disputed Changes.** If a dispute arises between County and Contractor over (a) whether a particular portion of the Work constitutes a Compensable Change or (b) the amount of the Contract Adjustment to which Contractor is entitled on account of a Compensable Change, then, notwithstanding such dispute, the Contractor shall, if ordered to do so in a Construction Change Directive signed by the Director of Facilities Management, perform the disputed Work without Delay. Such direction by County shall not be interpreted as an agreement or admission by County that the disputed Change constitutes Extra Work or a Compensable Change for which Contractor is entitled to a Contract Adjustment. Compliance by Contractor with such direction shall not be interpreted as a waiver of Contractor's right to a Contract Adjustment if and to the extent that Contractor is entitled to a Contract Adjustment or Claim under the terms of the Contract Documents, including, without limitation, the right of Contractor to recover upon a Claim for the amount of any excess in the event that it is adjudged that the amount of the Contract Adjustment to which Contractor is entitled exceeds the limits of Public Contract Code §20142.

.2 WRITING OF ESSENCE. IT IS OF THE ESSENCE TO THE CONSTRUCTION CONTRACT BETWEEN CONTRACTOR AND COUNTY THAT ALL CHANGES MUST BE AUTHORIZED IN ADVANCE, IN WRITING, AS REQUIRED BY THIS ARTICLE 7. ACCORDINGLY, NO VERBAL DIRECTIONS, COURSE OF CONDUCT BETWEEN THE PARTIES, EXPRESS OR IMPLIED ACCEPTANCE OF CHANGES OR OF THE WORK, OR CLAIM THAT THE COUNTY HAS BEEN UNJUSTLY ENRICHED (WHETHER OR NOT THERE HAS BEEN SUCH ENRICHMENT) SHALL BE THE BASIS FOR A CONTRACT ADJUSTMENT IF CONTRACTOR HAS NOT OBTAINED ADVANCE WRITTEN AUTHORIZATION IN THE MANNER REQUIRED BY THIS ARTICLE 7.

7.3 CHANGE ORDERS

7.3.1 **Purpose.** The purpose of a Change Order is to establish the terms of the County's and Contractor's mutual agreement to a Contract Adjustment.

7.3.2 **Content.** A Change Order is a written instrument, prepared by the County, stating:

- .1 a Compensable Change or Deleted Work;
- .2 a Compensable Delay or Excusable Delay;
- .3 the amount of the Contract Adjustment, if any, to the Contract Price; and/or
- .4 the extent of the Contract Adjustment, if any, to the Contract Time.

7.4 UNILATERAL CHANGE ORDERS

7.4.1 **Purpose.** The purpose of a Unilateral Change Order is to establish the County's estimate of a disputed Contract Adjustment.

7.4.2 **Good Faith Determination.** The County's determination in a Unilateral Change Order of a Contract Adjustment shall be based upon a Good Faith Determination by County of the Contract Adjustment that is appropriate under the circumstances and consistent with the terms of the Contract Documents.

7.4.3 **Claim by Contractor.** If Contractor disputes any portion of the County's Good Faith Determination of a Contract Adjustment that is set forth in a Unilateral Change Order, Contractor shall file, within thirty (30) Days after issuance of the Unilateral Change Order by County, a Claim pursuant to Section 4.3, above. The amount of the Contract Adjustment requested in the Claim shall not exceed the difference between the amount (either in terms of dollar amount or number of Days) of the Contract Adjustment requested by Contractor and the amount (either in terms of dollar amount or number of Days) of the Contract Adjustment granted in the Unilateral Change Order. Contractor shall have no reserved right, and hereby waives any such right that may exist under Applicable Laws, to seek in such Claim a Contract Adjustment or recovery that is based upon any amount (either in terms of dollar amount or number of Days) that is in excess of such difference.

7.4.4 **WAIVER BY CONTRACTOR.**

FAILURE BY CONTRACTOR TO SUBMIT A CLAIM PURSUANT TO SECTION 4.3, ABOVE, WITHIN THIRTY (30) DAYS AFTER ISSUANCE OF A UNILATERAL CHANGE ORDER BY COUNTY SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO FURTHER RECOURSE OR RECOVERY BASED ON AN ASSERTION THAT THE AMOUNT OF THE CONTRACT ADJUSTMENT ON ACCOUNT OF THE CHANGE OR DELAY DESCRIBED IN SUCH UNILATERAL CHANGE ORDER SHOULD BE DIFFERENT THAN THE AMOUNT OF THE COUNTY'S GOOD FAITH DETERMINATION OF THE CONTRACT ADJUSTMENT AS SET FORTH IN SUCH UNILATERAL CHANGE ORDER.

7.5 **CONSTRUCTION CHANGE DIRECTIVES**

7.5.1 **Purpose.** The purpose of a Construction Change Directive is to: (1) direct the performance of a Change that does not involve a Contract Adjustment; (2) establish 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) direct performance of Work or a Change with respect to which there exists a dispute or question regarding the terms of a Contract Adjustment.

7.5.2 **No Contract Adjustment.** A Construction Change Directive that directs the performance of Work or a Change that does not involve a Contract Adjustment to the Contract Price or Contract Time may be authorized by either the Director of Facilities Management or the County's project manager and shall be promptly performed by Contractor so as to not cause Delay to any other portion of the Work.

7.5.3 **Agreed Contract Adjustment.** A Construction Change Directive that contains a complete or partial agreement by the County and Contractor with respect to the Contractor's right to, or the amount of, a Contract Adjustment shall be authorized in accordance with, conform to the requirements of and be binding upon County and Contractor as provided for in, this Paragraph 7.5.3.

.1 **Complete Agreement.** Each Construction Change Directive involving a Compensable Change or Deleted Work with respect to which there is complete agreement on the terms of the Contract Adjustment shall comply with the following:

(1) **Statement of Agreement.** A statement shall be included that the County and Contractor are in agreement on all of the terms of the Contract Adjustment related to performance of such Compensable Change and set forth a full description of the terms of the Contract Adjustment, including, without limitation, its effect on the Contract Price and Contract Time.

(2) **Legal Effect.**

(a) **Upon Contractor.**

THE AGREED TERMS OF THE CONTRACT ADJUSTMENT WITH RESPECT TO WHICH THERE IS A STATEMENT OF FULL AGREEMENT ON THE TERMS OF THE CONTRACT ADJUSTMENT FOR A CHANGE IN THE WORK SHALL BE FINAL AND BINDING UPON CONTRACTOR. ANY RIGHT OR CLAIM BY CONTRACTOR FOR ANY ADDITIONAL COMPENSATION OR EXTENSION OF TIME RELATING DIRECTLY OR INDIRECTLY TO SUCH CHANGE SHALL BE CONCLUSIVELY DEEMED WAIVED BY CONTRACTOR, EVEN IF THE CIRCUMSTANCES GIVING RISE TO SUCH ADDITIONAL COMPENSATION OR EXTENSION OF TIME WERE NOT SUSPECTED BY OR KNOWN TO THE CONTRACTOR AT THE TIME OF EXECUTION OF THE CONSTRUCTION CHANGE DIRECTIVE AND IF SUSPECTED OR KNOWN WOULD HAVE BEEN CONSIDERED BY CONTRACTOR TO HAVE BEEN MATERIAL TO CONTRACTOR'S AGREEMENT TO THE CONTRACT ADJUSTMENT SET FORTH IN THE CONSTRUCTION CHANGE DIRECTIVE.

(b) **Upon County.** Intentionally omitted.

.2 Partial Agreement. Each Construction Change Directive involving a Compensable Change or Deleted Work with respect to which there is only agreement on a portion of the terms of a Contract Adjustment shall comply with the following:

(1) **Agreed Terms.** The Construction Change Directive shall state those terms of the Contract Adjustment as to which there is agreement.

(a) **Legal Effect.** Except to the extent of any additional open (i.e., non-agreed) terms stated or reserved in the Construction Change Directive, such agreement shall have the same legal effect set forth in Subparagraph 7.5.3.1 (2), above.

(b) **Time and Materials.** In the event that County and Contractor agree in the Construction Change Directive to the "time and materials" method of calculation set forth in Subparagraph 7.7.1.1 (4), below, but do not agree upon a maximum price, then the total cost to County for the Work covered by the Construction Change Directive shall under no circumstances exceed a price that is reasonable, competitive and fair to County given the amount and type of Work involved and the circumstances under which the Compensable Change is performed.

(2) **Open Terms.** The Construction Change Directive shall state those terms of the Contract Adjustment that are "open" or "disputed"; meaning those terms as to which the County and Contractor did not reach agreement.

(a) **ROM Estimate.** If such open terms involve the amount of the Contract Adjustment to the Contract Price or Contract Time on account of a Compensable Change, then the Construction Change Directive shall also include a Reasonable Order of Magnitude Estimate prepared by Contractor, or prepared by County and acknowledged in writing as accepted by Contractor, of the probable amount of the Contract Adjustment to the Contract Price and Contract Time associated with performance of the Compensable Change.

(b) **Legal Effect.** A Reasonable Order of Magnitude Estimate constitutes neither (i) a guarantee by Contractor that the amount of the Contract Adjustment to the Contract Price or Contract Time that may be associated with the Compensable Change or Deleted Work covered by such Construction Change Directive may not exceed the Reasonable Order of Magnitude Estimate nor (ii) authorization or agreement by County to a Contract Adjustment based on the amounts set forth in such Reasonable Order of Magnitude Estimate.

(c) **Time and Materials.** If County and Contractor state in the Construction Change Directive an agreement that the Contractor is entitled to a Contract Adjustment to the Contract Price on account of a Compensable Change, but do not state therein an agreement upon the method of calculation to be used for the Contract Adjustment from among the optional methods of calculation set forth in Paragraph 7.7.1, below, and if the County nonetheless directs Contractor to perform the Compensable Change pending future agreement on the amount of the Contract Adjustment, then it shall be conclusively presumed that County and Contractor have agreed that such Compensable Change shall be performed and compensated based upon the "time and materials" method of calculation set forth in Subparagraph 7.7.1.1 (4), below, and that the total Contract Adjustment for performance thereof shall under no circumstances exceed a price that is reasonable, competitive and fair to County given the amount and type of Work involved and the circumstances under which the Compensable Change is performed.

7.5.4 Disputed Contract Adjustment. Each Construction Change Directive involving a Contract Adjustment with respect to which there is a dispute or partial agreement shall, if Contractor is ordered to do so in a Construction Change Directive signed by the Director of Facilities Management, be performed by Contractor without Delay. Except as otherwise provided elsewhere in this Section 7.5, with respect to any open terms as to which the County and Contractor have not reached agreement both County and Contractor shall be deemed to have reserved their respective rights and defenses.

7.5.5 Other Notices. With respect to any Contract Adjustment or portion of a Contract Adjustment that is not fully resolved in a Construction Change Directive, neither issuance nor execution of such Construction Change Directive shall be interpreted as relieving Contractor of its obligation to comply with the requirements of these General Conditions relative to timely submission of notices required by the Contract Documents, including, without limitation, Notice of Change, Change Order Request, Notice of Delay or Request for Extension.

7.6 PROCEDURES

7.6.1 Notice of Change.

.1 Submission. Contractor shall submit a written Notice of Change to County if any instruction, request, drawing, specification, action, condition, omission, default or other circumstance occurs that constitutes a Compensable Change, Deleted Work, Compensable Delay or other matter that may involve or require a Contract Adjustment (additive or deductive). Such notice shall be provided prior to commencement of performance of the Work affected and no later than five (5) working days after the Discovery Date of such circumstance.

.2 Form. Notices of Change shall be provided using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County. Failure by County to request or approve a particular form shall not relieve Contractor of its obligation to provide a Notice of Change in a written form that complies with the requirements specified in Subparagraph 7.6.1.3, below.

.3 Content. Each Notice of Change in order to be considered complete shall include:

(1) a general statement of the circumstances giving rise to the Notice of Change (including, without limitation, identification of any related Construction Change Directive);

(2) a Reasonable Order of Magnitude Estimate by Contractor of any related Contract Adjustments (additive and deductive) to the Contract Price; and,

(3) if such circumstances involve a right to adjustment of the Contract Time due to Compensable Delay or Excusable Delay that has not been waived pursuant to Subparagraph 8.2.2.4, below, or Subparagraph 8.2.3.4, below, Contractor shall include, if not previously provided, a complete and timely Notice of Delay.

.4 WAIVER BY CONTRACTOR.

FAILURE BY CONTRACTOR TO PROVIDE A COMPLETE AND TIMELY NOTICE OF CHANGE UNDER CIRCUMSTANCES WHERE A NOTICE OF CHANGE INVOLVING A CHANGE IS REQUIRED BY THIS PARAGRAPH 7.6.1 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE.

.5 Deductive Adjustments. Failure by Contractor to submit a timely or proper Notice of Change under circumstances in which a Notice of Change is required shall in no way affect County's right to any deductive Contract Adjustment on account of such circumstances.

7.6.2 Change Order Request.

.1 Submission. With respect to any matter that may involve or require a Contract Adjustment (additive or deductive) of the Contract Price, Contractor shall, within fourteen (14) Days after receipt by the County of a Notice of Change pursuant to Paragraph 7.6.1, above, submit to the County a written Change Order Request.

.2 Form. Change Order Requests shall be provided using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County. Failure by County to request or approve a particular form shall not relieve Contractor of its obligation to provide a Change Order Request in a written form that complies with the requirements stated in Subparagraph 7.6.2.3, below.

.3 Content. Each Change Order Request in order to be considered complete shall include:

(1) a detailed description of the circumstances for the Compensable Change, Deleted Work or Compensable Delay;

(2) a complete, itemized cost breakdown (additive and deductive) of the Allowable Costs that form the basis for the Contractor's request for Contract Adjustment, including: (a) if the pricing is based on time and materials charges, all of Contractor's and each Subcontractor's Allowable Costs (including, without limitation, quantities, hours, unit prices, and rates) and Allowable Markups and (b) if the pricing is in the form of a lump sum price a detailed breakdown of the lump sum price into its component and individual items of Allowable Costs and Allowable Markup; and

(3) if such circumstances involve a right to a Contract Adjustment of the Contract Time due to Compensable Delay or Excusable Delay that has not been waived pursuant to Subparagraph 8.2.2.4, below, or Subparagraph 8.2.3.4, below, Contractor shall include, if not previously provided, a complete and timely Request for Extension.

.4 WAIVER BY CONTRACTOR.

FAILURE BY CONTRACTOR TO PROVIDE A COMPLETE AND TIMELY CHANGE ORDER REQUEST UNDER CIRCUMSTANCES WHERE A CHANGE ORDER REQUEST INVOLVING A CHANGE IS REQUIRED BY THIS PARAGRAPH 7.6.2 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH CHANGE.

.5 Deductive Adjustments. Failure by Contractor to submit a timely or proper Change Order Request under circumstances in which a Change Order Request is required shall in no way affect County's right to any deductive Contract Adjustment on account of such circumstances.

7.6.3 Formal Notice of Essence. Contractor recognizes and acknowledges that timely submission of a formal Notice of Change and Change Order Request, whether or not the circumstances of the Change may be known to the County or available to County through other means, is not a mere formality but is of crucial importance to the ability of County to promptly identify, prioritize, evaluate and mitigate the potential effects of Changes. Any form of informal notice, whether verbal or written (including, without limitation, statements in Requests for Information, statements at regular job meetings or entries on monthly reports, daily logs or job meeting minutes), that does not strictly comply with the formal requirements of Paragraph 7.6.1, above, and Paragraph 7.6.2, above, shall therefore be insufficient.

7.7 PRICING

7.7.1 Basis of Calculation.

.1 Changes Not Involving Time. Contract Adjustments to the Contract Price on account of Compensable Changes or Deleted Work, other than Contract Adjustments to the Contract Price for Compensable Delay, shall be calculated according to one of the following methods:

(1) **Lump Sum.** By mutual acceptance of a lump sum proposal from Contractor based solely on Allowable Costs and Allowable Markups, that is properly itemized and supported by sufficient substantiating data to permit evaluation.

(2) **Unit Prices.** By the unit prices set forth in the Construction Contract or such other unit prices as are subsequently and mutually agreed to in writing between the County and Contractor, with no amount added thereto for Allowable Markups.

(3) **Estimating Guides.** For Compensable Changes with respect to which County elects to make a unilateral and final determination pursuant to Paragraph 7.7.11, below, by the sum of all the following:

(a) **Materials.** The reasonable value of materials and equipment documented as having been actually incorporated into the Work, which reasonable value may be less but shall never be more than Contractor's actual Allowable Costs therefor.

(b) **Labor.** An estimate of the reasonable costs of labor, installation and other services using the lower of the estimated prices for the locale of the Project (or if prices are not reported for the locale of the Project, the estimated prices that are reported for the region in which the Project is located) as reported in following recognized estimating guides: (i) R. S. Means Company, Inc. Building Construction Cost Data, Western Region - Latest Edition, P.O. Box 800 Kingston, MA 02364-800; or (ii) Lee Saylor, Inc. Current Construction Costs - Latest Edition, 9420 Topanga Canyon Boulevard, Woodland Hills, CA 91311.

(c) **Allowable Markup.** The amount that results when the applicable Allowable Markup is applied to the sum of the amounts derived from preceding Clauses (a) and (b) of this Subparagraph 7.7.1.1 (3).

(4) **Time and Materials.**

(a) **Compensable Changes.**

(i) **Contract Adjustment.** With respect to Compensable Changes, if none of the methods provided for in Subparagraphs 7.7.1.1 (1) through 7.7.1.1 (3), above, is applicable, then the additive amount increasing the Contract Price shall be calculated by taking (A) the total of the reasonable expenditures by Contractor and its Subcontractors, documented in the manner required by Paragraph 7.7.2, below, for Allowable Costs that are actually and directly incurred and paid in the performance of the Compensable Change, not to exceed for any Compensable Change a price that is reasonable, competitive and fair to County given the amount and type of Work involved and the circumstances under which the Compensable Change is performed, and (B) adding thereto the amount which results when the applicable Allowable Markups are applied to such total specified in preceding Clause (A) of this Subparagraph 7.7.1.1 (4) (a) (1).

(ii) **T & M/Guaranteed Maximums.** A Contract Adjustment that is calculated pursuant to this Subparagraph 7.7.1.1 (4) shall be subject to a not-to-exceed or guaranteed maximum price if such not-to-exceed or guaranteed maximum price has been mutually agreed upon between County and Contractor.

(iii) **Lump Sum Options.** If Contractor has reason to believe that a lump sum or unit price for a Subcontractor's performance of a portion of Extra Work authorized to be performed on a time and materials basis is available and Contractor has reason to believe such price is lower than the price that would be charged by the Subcontractor pursuant to the foregoing time and materials calculation, then Contractor has an obligation to inform County of that fact (along with the provision to the County of a complete itemized breakdown in accordance with Subparagraph 7.6.2.3(2), above) so as to afford County the opportunity, on a fully informed basis as to the component Allowable Costs and Allowable Markups that comprise such price, to avail itself of such favorable pricing.

(b) **Deleted Work.** With respect to Deleted Work (whether or not the Deleted Work involves a related Compensable Change as described in Paragraph 7.7.8, below), if none of the methods provided for in Subparagraphs 7.7.1.1 (1) through 7.7.1.1 (3), above, is applicable, then, in addition to the reduction, if any, that may be due to Owner pursuant to Subparagraph 8.2.6.2, below, (pertaining to Contract Adjustments shortening the

Contract Time due to Deleted Work) and any additional reductions or credits to which County may be entitled under Paragraph 7.7.5, below, the Contract Price shall be reduced by the greater of either:

(i) the value assigned to the Deleted Work in the Schedule of Values attached to the Construction Contract, inclusive of all estimated markups by Contractor and any Subcontractor for overhead and profit set forth in the Schedule of Values (or, if insufficient detailed information on costs, overhead and profit for the Deleted Work is explicitly assigned in the Schedule of Values, as derived from the cost, bidding and/or estimating information that formed the basis for the establishment of the values set forth in such Schedule of Values); or

(ii) a reasonable estimate of the value of the Deleted Work (inclusive of all costs, overhead and profit) as of the date that the Construction Contract was executed by County and Contractor.

.2 Changes Involving Time. Contract Adjustments that are based on an extension of the Contract Time for Compensable Delay or a shortening of the Contract Time due to Deleted Work shall be calculated in the manner stated in the provisions of Section 4.3 of the Construction Contract and Article 8, below. Contract Adjustments that are based on an acceleration in performance of the Work that is ordered by County in writing to overcome a Compensable Delay for which the Contractor is entitled to an extension of the Contract Time that has been properly requested and is not granted by County due to a County decision to accelerate rather than extend the Contract Time shall be calculated in the manner stated in the provisions of Article 8, below.

7.7.2 Time and Materials Documentation. Without limitation to any other provisions of the Contract Documents, Contractor's right to reimbursement of Allowable Costs incurred by Contractor or Subcontractors in the performance of a Compensable Change for which the Contract Adjustment is calculated pursuant to the time and materials method set forth in Subparagraph 7.7.1.1 (4), above, shall be conditioned on Contractor's compliance with the following conditions with respect to documentation of the Extra Work that is involved in the performance of the Compensable Change:

.1 Labor. At the close of each Day on which such Extra Work is performed, Contractor shall submit to County and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by County, that sets forth with respect to each and all of the actual hours spent in performance of the Extra Work on the Day that the Extra Work was performed the following: the names of the workers, their classifications, hours worked and hourly rates. Such forms shall include a written certification by Contractor's project manager or superintendent at the time of submission that the information contained therein is complete and accurate.

.2 Materials, Equipment. At the close of each Day on which such Extra Work is performed, Contractor shall submit to County and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by County, that sets forth with respect to each and all of the materials and equipment used or consumed in the performance of the Extra Work on the Day that the Extra Work was performed, the following: a list of the materials and equipment, prices or rates charged, in the case of equipment a description of the type of equipment, identification number, and hours of operation (including loading and transportation), and copies of delivery tickets, invoices or other documentation confirmatory of the foregoing.

.3 Other Expenditures. At the close of each Day on which such Extra Work is performed, Contractor shall submit to County and, if requested, to the Inspector of Record, an Extra Work report, on forms provided by County, that sets forth a list of other expenditures constituting Allowable Costs incurred in performance of the Extra Work on the Day that the Extra Work was performed, along with documentation verifying the amounts thereof in such detail as County may require.

.4 Subsequent Documentation. Documentation not available on any Day that a portion of the Extra Work is performed shall be submitted as soon as they are available but not later than twenty-one (21) Days after the earlier of the Day of delivery or incorporation of the particular item of Extra Work at the Site.

.5 Subcontractor Costs. Extra Work performed by Subcontractors on a time and materials basis shall be documented in the same manner as required of Contractor under this Paragraph 7.7.2. If Owner approves of a lump sum price for a Subcontractor's performance of Extra Work, then Contractor shall submit in lieu of the

documentation otherwise required by this Subparagraph 7.7.2.5, such documentation as may be requested by Owner confirming the Extra Work performed on any given Day.

.6 Authentication. In addition to the foregoing, County may require that Contractor comply with other reasonable requirements pertaining to observation and verification of time and materials work and authentication of time and materials tickets and invoices by persons designated by County for such purpose.

.7 WAIVER BY CONTRACTOR.

THE FAILURE OF CONTRACTOR TO SUBMIT AUTHENTICATION OF COSTS IN THE MANNER REQUIRED BY THIS PARAGRAPH 7.7.2 SHALL, IF COUNTY ELECTS IN ITS REASONABLE DISCRETION TO TREAT IT AS SUCH, CONSTITUTE A WAIVER BY CONTRACTOR OF ANY RIGHT TO A CONTRACT ADJUSTMENT FOR THE ALLOWABLE COSTS INCURRED FOR PERFORMANCE OF THAT PORTION OF THE EXTRA WORK FOR WHICH CONTRACTOR HAS FAILED TO PROVIDE SUCH AUTHENTICATION.

7.7.3 Allowable Costs. The term "Allowable Costs" (1) means the costs that are listed in this Paragraph 7.7.3 and (2) excludes costs that do not constitute Allowable Costs under Paragraph 7.7.4, below:

.1 Labor. Straight-time wages and, if specifically authorized by County in writing, overtime wages for employees employed at the Site, including wages for employees of Subcontractors performing engineering or fabrication detailing at locations other than at the Site. The use of a labor classification which would increase the Allowable Costs for Extra Work will not be permitted unless Contractor establishes the necessity for the use of such labor classification. Overtime wages and salaries shall only constitute an Allowable Cost to the extent permitted by the Contract Documents and only as specifically authorized by County in writing setting forth the amount of overtime anticipated, which amount shall be deemed the maximum amount of overtime reimbursable as an Allowable Cost. As part of the Allowable Costs permitted by this Subparagraph 7.7.3.1, Contractor shall be entitled to be reimbursed wages paid to a "time and materials clerk" employed by Contractor to track and document Compensable Changes that are authorized or permitted to be performed on a time and materials basis pursuant to Subparagraph 7.7.1.1 (4), above, provided that the time expended by such employee is verified by contemporaneously maintained time sheets maintained by such clerk showing the actual time spent tracking and documenting the performance of Compensable Changes separately from other tasks or functions performed by such clerk.

.2 Benefits. To the extent based on wages reimbursable under Subparagraph 7.7.3.1, above, net actual employer costs of payroll taxes (FICA, Medicare, SUTA, FUTA), insurance (as adjusted for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, or the like), health and welfare, pension, vacation, apprenticeship funds and benefits required by lawful collective bargaining agreements.

.3 Materials. Costs of materials used or consumed in the Work. Such costs for Extra Work shall be at a price that is competitive to the price charged for similar materials delivered within the general vicinity of the Site by other subcontractors, suppliers, manufacturers and distributors. The cost for any such item that is not new shall mean "fair market value" based on the estimated price a reasonable purchaser would pay to purchase the used material at the time it was used or consumed for the Work, which fair market value must be declared by Contractor and approved by County prior to such use or consumption.

.4 Taxes. Sales taxes on the costs of the materials described in Subparagraph 7.7.3.3, above.

.5 Equipment Rental. Rental charges for necessary machinery and equipment, exclusive of hand tools, whether rented from Contractor or others. No charge shall be allowed or credit required for items which have a replacement value of One Hundred Dollars (\$100) or less. The allowable rental rates shall include the cost of fuel, oil, lubrication, supplies, small tools, necessary attachments, loading, transportation, repairs and maintenance of any kind, depreciation, storage, insurance and all incidentals. If equipment used for Extra Work is used intermittently and, when not in use, could be returned to its rental source at less expense to County than holding it at the Site, it shall be returned, unless Contractor elects to keep it at the Site at no expense to County. Under no circumstances shall the aggregate rentals chargeable for any item of equipment exceed the following percentages of the fair market value of the item at the time of its first use for the Work, which fair market value must be declared by Contractor and approved by County prior to the first use of such item in or for the Work: (1) if the item is owned by the Contractor or any company

affiliated with Contractor, the aggregate rentals shall not exceed 75% of such fair market value; and (2) if the item is not owned by the Contractor or any company affiliated with Contractor, the aggregate rentals shall not exceed 100% of such fair market value. All equipment shall be acceptable to County, in good working condition, and suitable for the purpose for which it is to be used. Manufacturer's ratings and manufacturer's approved modifications shall be used to classify equipment, and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer. The cost of major repairs or overhauls of rented equipment or machinery shall be deemed a cost of business of the lessor of such equipment or machinery and shall not be reimbursable as an Allowable Cost.

.6 Subcontractors. Payments made by Contractor to Subcontractors; provided, however, that: (1) such payments are not otherwise precluded from reimbursement by the terms of the Contract Documents; (2) such payments are for Work performed in accordance with the requirements of the Contract Documents; (3) such payments are for amounts properly due and owing by Contractor under the terms of the governing contract between Contractor and such Subcontractor; and (4) in the case of payments for extra work performed by a Subcontractor pursuant to a change order executed between Contractor and a Subcontractor the change order was executed under circumstances in which the Subcontractor was entitled under the terms of its contract with Contractor to receive the amount of additional compensation agreed to in the change order.

.7 Royalties, Permits. Costs of royalties and permits.

.8 Bonds. Costs of bonds required to be furnished by Contractor under the terms of the Contract Documents; provided, however, that such additional costs chargeable for Extra Work or credited for Deleted Work shall not exceed two percent (2%) of the costs described in Subparagraphs 7.7.3.1 through 7.7.3.7, above.

7.7.4 Costs Not Allowed. Allowable Costs shall not include any of the costs associated with any of the following (whether incurred by Contractor or a Subcontractor):

- .1** superintendent(s);
- .2** assistant superintendent(s);
- .3** project engineer(s);
- .4** project manager(s);
- .5** scheduler(s);
- .6** estimator(s);
- .7** drafting or detailing (except as otherwise permitted by Paragraph 7.7.3.1, above)
- .8** vehicles not dedicated solely to the performance of the Work;
- .9** small tools with a replacement value not exceeding One Hundred Dollars (\$100);
- .10** office expenses, including staff, materials and supplies;
- .11** on-Site and off-Site trailer and storage rental and expenses;
- .12** Site fencing not added solely due to the performance of Extra Work;
- .13** utilities, including gas, electric, sewer, water, telephone, telefax and copier equipment;
- .14** computer and data-processing personnel, equipment and software;
- .15** federal, state or local business, income and franchise taxes;

.16 insurance (including, without limitation, general liability, automobile and worker's compensation);

.17 without limitation to Contractor's right to liquidated damages under Section 4.3 of the Construction Contract, Losses, of any kind, incurred by Contractor or a Subcontractor, of any Tier, that arise from or relate to Delay (including Excusable Delay, Compensable Delay or Unexcused Delay) or acceleration to overcome the effects of such Delay; and

.18 costs and expenses of any kind or item not specifically and expressly included in Paragraph 7.7.3, above.

7.7.5 Allowable Markups. Allowable Markups consist of the percentages set forth provided for by this Paragraph 7.7.5. Allowable Markups are deemed to cover, without limitation, the following: (1) direct and indirect overhead (including, without limitation, consumables, small tools and cleanup) and profit of the Contractor; (2) direct and indirect overhead (including, without limitation, consumables, small tools and cleanup) and profit of the Subcontractors, of every Tier; and (3) all costs that are not reimbursable to Contractor under Paragraph 7.7.4, above. Subject to the exclusions and limitations set forth in Paragraph 7.7.7, below, or elsewhere in the Contract Documents, Allowable Markups include and are limited to the following:

.1 Self-Performed Work

(1) **Compensable Change.** With respect to all or that portion of a Compensable Change involving Self-Performed Work, the Allowable Markup to Contractor shall be not more than five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the Allowable Costs incurred by Contractor in the performance thereof, including, without limitation, Allowable Costs for materials or equipment purchased by Contractor from a first-Tier Subcontractor that is not an Installation Subcontractor.

(2) **Deleted Work.** With respect to all or that portion of Deleted Work involving Self-Performed Work, County shall be entitled to a credit equal to five percent (5%) of the amount of the credit for the savings to Contractor for the Self-Performed Work as calculated pursuant to Subparagraph 7.7.1.1 (4), (b), above.

.2 Installation Subcontractors (First-Tier)

(1) **Compensable Change.** With respect to all or that portion of a Compensable Change that is performed by a first-Tier Installation Subcontractor, the Allowable Markups to the first-Tier Installation Subcontractor and the Contractor shall be as follows:

(a) The Allowable Markup to the first-Tier Installation Subcontractor shall be not more than fifteen percent (15%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the Allowable Costs incurred by such first-Tier Installation Subcontractor in the performance of such Compensable Change.

(b) The Allowable Markup to Contractor shall be five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the sum of (i) the Allowable Costs incurred by such first-Tier Subcontractor in the performance of such Compensable Change and (ii) the amount which results when the Allowable Markups thereon that are permitted pursuant to preceding Clause (a) of this Subparagraph 7.7.5.2 (1) are multiplied times such Allowable Costs.

(2) **Deleted Work.** With respect to all or that portion of Deleted Work that was to have been performed by a first-Tier Installation Subcontractor, the Contract Price shall be reduced as provided in Subparagraph 7.7.1.1 (4), (b), above. In addition, a credit shall be due from Contractor of five percent (5%) of the amount of the total credit due pursuant to Subparagraph 7.7.1.1 (4), (b), above.

.3 Installation Subcontractors (Second-Tier)

(1) **Compensable Change.** With respect to all or that portion of a Compensable Change that is performed by a second-Tier Installation Subcontractor, the Allowable Markups to such second-Tier Installation Subcontractor, to the first-Tier Installation Subcontractor that is above and in the same vertical contractual line of Tiers with such second-Tier Installation Subcontractor and to the Contractor, shall be as follows:

(a) The Allowable Markup to the second-Tier Installation Subcontractor shall be not more than five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the Allowable Costs incurred by such second-Tier Installation Subcontractor in the performance of such Compensable Change.

(b) The Allowable Markup to the first-Tier Installation Subcontractor that is above and in the same vertical contractual line of Tiers with such second-Tier Installation Subcontractor shall be not more than fifteen percent (15%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the sum of (i) the Allowable Costs incurred by such second-Tier Installation Subcontractor in the performance of such Compensable Change and (ii) the amount which results when the Allowable Markups thereon pursuant to preceding Clause (a) of this Subparagraph 7.7.5.3 (1) are multiplied times such Allowable Costs.

(c) The Allowable Markup to Contractor shall be five percent (5%), which percentage shall for purposes of calculating the Contract Adjustment be multiplied times the sum of (i) the Allowable Costs incurred by the second-Tier Installation Subcontractor in the performance of such Compensable Change and (ii) the amounts which result when the Allowable Markups thereon that are permitted pursuant to Clauses (a) and (b) of this Subparagraph 7.7.5.3 (1) are multiplied times such Allowable Costs.

(2) **Deleted Work.** With respect to all or that portion of Deleted Work that was to have been performed by a second-Tier Installation Subcontractor, the Contract Price shall be reduced as provided in Subparagraph 7.7.1.1 (4), (b), above. In addition, a credit shall be due from Contractor of five percent (5%) of the amount of the total credit due pursuant to Subparagraph 7.7.1.1 (4), (b), above.

.4 Other Subcontractors.

(1) **Compensable Changes:** With respect to any other Subcontractor, of any Tier, performing all or a portion of a Compensable Change who is not an Installation Subcontractor or who is an Installation Subcontractor below the second-Tier, the following shall apply:

(a) No markup shall be allowed to such other Subcontractor.

(b) The Subcontractor that is positioned in the Tier immediately above such other Subcontractor shall be entitled to an Allowable Markup of not more than five percent (5%) upon the Allowable Costs incurred by such other Subcontractor in the performance thereof.

(c) No other Allowable Markup by any Subcontractor of any Tier above such other Subcontractor shall be permitted.

(d) Contractor shall be entitled to an Allowable Markup of five percent (5%) of the sum of (i) the Allowable Costs of such other Subcontractor incurred in the performance of such Compensable Change and (ii) the amount which results when the Allowable Markup permitted by Clause (b) of this Subparagraph 7.7.5.4 (1) is multiplied times such Allowable Costs.

(2) **Deleted Work.** With respect to all or that portion of Deleted Work that was to have been performed by such other Subcontractor who is not an Installation Subcontractor or who is an Installation Subcontractor below the second-Tier, the Contract Price shall be reduced as provided in Subparagraph 7.7.1.1 (4), (b), above. In addition, a credit shall be due from Contractor of five percent (5%) of the amount of the total credit due pursuant to Subparagraph 7.7.1.1 (4), (b), above.

7.7.6 **Review of Markups.** It is Contractor's responsibility to review information submitted by Subcontractors to ensure that all markups comply with the requirements of the Contract Documents. Payment by the County of markups that exceed Allowable Markups shall not be considered as a waiver by County of the right to require repayment by

Contractor of any markup charged that is in excess of Allowable Markups and such excess amounts shall be promptly paid by Contractor to County.

7.7.7 Exclusions and Limitations. Allowable Markups are not permitted:

- .1 on agreed unit prices;
- .2 on materials, products or equipment furnished by County;
- .3 on liquidated damages payable to Contractor pursuant to Section 4.3 of the Construction Contract for Compensable Delay;
- .4 to a Subcontractor who contracts to perform a Compensable Change that is in fact wholly performed by another Subcontractor (for purposes of this Paragraph 7.7.7, "wholly performed" means that all of the Compensable Change, other than supervision or minor labor or materials, are furnished by such other Subcontractor); or
- .5 on any cost or compensation with respect to which the Contract Documents state that there shall be "no Allowable Markup", "no markup for overhead and profit" or words of similar meaning.

7.7.8 Net Calculations. If any one Change or collection of Changes in the same or related portions of the Work, or in multiple portions of Work covered by a single bulletin or instruction by County, involve both Compensable Change and Deleted Work, and if the added Allowable Costs resulting from the Compensable Change exceed the reduction calculated in accordance with Subparagraph 7.7.1.1 (4), (b), above, (excluding any Allowable Markup to the Contractor) then the calculation of Allowable Markups to Contractor shall be based on and limited to the resulting net increase in the Allowable Costs.

7.7.9 Unit Prices. Unless otherwise stated in the Contract Documents, unit prices stated in the Contract Documents or subsequently agreed upon by County and Contractor shall be deemed to include and encompass all costs of performance, overhead and profit, including, without limitation, all Allowable Costs and Allowable Markups. If the unit price stated in the Contract Documents is based on an estimated quantity established by County in the Construction Contract and the actual quantity of such unit-priced item varies by more than 25% above or below the estimated quantity, an equitable adjustment in the Contract Price shall be made upon demand of either County or Contractor. Such equitable adjustment shall be based solely upon any increase or decrease in Allowable Costs (without any Allowable Markups), due solely to the variation above 125% or below 75% of the estimated quantity.

7.7.10 Discounts. For purposes of determining Allowable Costs of a Compensable Change, all trade discounts, rebates, refunds, and returns from the sale of surplus materials and equipment shall accrue and be credited to County, and Contractor shall take all necessary steps to ensure that such discounts, rebates, refunds, and returns are secured.

7.7.11 Prompt Pricing. It is fundamental to the County's objective of controlling costs that performance of Compensable Changes on a time and materials basis of compensation and without a not-to-exceed price be curtailed. Contractor recognizes that prompt pricing by Contractor is critical to this objective. Accordingly, in addition to and without limitation on any of the County's other rights or remedies, including, without limitation, its right to enforce a waiver under Subparagraph 7.6.2.4, above, it is agreed that if Contractor fails to timely submit a complete Change Order Request in accordance with Paragraph 7.6.2, above, with respect to any circumstance, event or occurrence constituting a Compensable Change then: (1) any Delay to the performance of the Work associated with the performance, delayed performance or nonperformance of such Compensable Change shall be conclusively deemed to be an Unexcused Delay; and (2) the County shall have the option, exercised in its sole discretion, to unilaterally fix and determine the amount of the Contract Adjustment to the Contract Price for such Compensable Change based on the "estimating guide" method set forth in Subparagraph 7.7.1.1 (3), above, which determination shall be conclusively final and binding upon Contractor.

7.7.12 Final Payment. No Claim by Contractor for a Contract Adjustment shall be allowed if asserted after Final Payment.

7.7.13 Full Resolution. Except as otherwise stated in Paragraph 7.7.14, below, the signing of a Change Order by Contractor and the County shall be conclusively deemed to be a full resolution, settlement and accord and satisfaction with respect to any and all Loss and Delay, whether known or unknown at the time of execution of the Change Order, related to the subject matter of the Change Order, including, without limitation, all rights to recovery of costs, expenses or damages for delay, disruption, hindrance, interference, extended or extraordinary (direct and indirect) overhead, multiplicity of changes, loss of productivity, labor, wage or material cost escalations, inefficiency, legal expenses, consultant costs, interest, lost profits or revenue, bond and insurance costs, changes in taxes and other similar and related Losses. The foregoing provisions of this Paragraph 7.7.13 shall, whether or not they are expressly stated or referenced on the face of a Change Order, be deemed to be part of the terms of the Change Order and shall be deemed to supersede and govern over any other provision contained in any proposal, estimate or other documents attached to or referenced in such Change Order that conflicts with the provisions of this Paragraph 7.7.13. **ANY RIGHT OR CLAIM BY CONTRACTOR FOR ANY ADDITIONAL COMPENSATION OR EXTENSION OF TIME RELATING DIRECTLY OR INDIRECTLY TO A COMPENSABLE CHANGE DESCRIBED IN A FULLY EXECUTED CHANGE ORDER SHALL BE CONCLUSIVELY DEEMED WAIVED BY CONTRACTOR, EVEN IF THE CIRCUMSTANCES GIVING RISE TO SUCH ADDITIONAL COMPENSATION OR EXTENSION OF TIME WERE NOT SUSPECTED BY OR KNOWN TO THE CONTRACTOR AT THE TIME OF EXECUTION OF THE CONSTRUCTION CHANGE DIRECTIVE AND IF SUSPECTED OR KNOWN WOULD HAVE BEEN CONSIDERED BY CONTRACTOR TO HAVE BEEN MATERIAL TO CONTRACTOR'S AGREEMENT TO THE CONTRACT ADJUSTMENT SET FORTH IN THE CHANGE ORDER.**

7.7.14 Reserved Rights. Change Orders shall be executed by Contractor without any express reservation of rights by Contractor not agreed to by the County to reserve for the future the assertion of any right of recovery from the County for Loss or Delay arising out of or relating to the subject matter of the Change Order. Execution of a Change Order, Unilateral Change Order or Construction Change Directive shall not be interpreted as a waiver, release or settlement of any rights or claims that the County may have for any of the following: (1) Defective Work; (2) liquidated damages or actual Losses for Delay; or (3) recoupment by County (by way of withholding of funds, set off or recovery from Contractor) of amounts paid by County for costs or markups on costs that the County discovers, following payment of such amounts to Contractor, do not constitute proper charges to County, or that constitute charges that are not properly substantiated, under the terms of the Contract Documents.

7.7.15 No "Total Cost" Calculations. Contractor represents and warrants that it has the ability to generate and maintain complete and accurate cost accounting records that, if required, will reflect the actual costs of the Work incurred or avoided for multiple Compensable Changes and, on an event-by-event basis, the effect of multiple and concurrently occurring or caused Compensable Delays on the progress of the Work. Accordingly, Contractor agrees that all Change Order Requests and Claims shall be itemized in a manner that, with reasonable mathematical certainty and without reliance upon probabilities or inferences, segregates on a discrete, event-by-event basis the direct, actual Allowable Costs associated with each individual Compensable Change or Compensable Delay. Unless otherwise agreed to by County in writing in the exercise of its sole discretion, Change Order Requests and Claims shall not be based, in whole or in part, upon any methodology (such as "total cost" or "modified total cost" methodologies) that purports to establish Contractor's entitlement to additional compensation inferentially based, solely or principally, on the difference between Contractor's total costs for the Work or a portion of the Work and its original Bid.

7.7.16 Multiple Changes. The County reserves the absolute right to make whatever Changes, including, without limitation, Compensable Changes or Deleted Work, that it determines, in its sole discretion, are necessary or otherwise desirable. Under no circumstances shall the individual or cumulative number, value or scope of such Changes, or their individual and cumulative impact on the Work, become a basis for Contractor to assert any claim for breach of contract, abandonment, rescission, termination, cardinal change or reformation of the Construction Contract, nor shall such circumstances be the basis for Contractor, or any of the Subcontractors, of any Tier, to assert a right of recovery of any Loss if such right is not permitted by, or is in excess of that allowed under, the Contract Documents.

7.7.17 Continuous Performance. Subject to Contractor's rights under Section 15.4, below, no dispute or disagreement with respect to any Changes or Delay, including, without limitation, disputes over Contractor's right to or the terms of a Contract Adjustment, shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work, including performance of any disputed Changes.

ARTICLE 8 CONTRACT TIME

8.1 COMMENCEMENT AND COMPLETION

8.1.1 **Date of Commencement.** The Date of Commencement shall not be postponed by the failure of Contractor or of persons or entities for whom Contractor is responsible to perform an obligation. Contractor shall not knowingly, except by agreement or instruction of the County in writing, commence operations on the Site or elsewhere prior to receipt of a Notice to Proceed. Contractor shall not commence any Work at the Site prior to its obtaining the insurance required by Article 11, below, and the Performance Bond and Payment Bond required by Article 12, below, and the Date of Commencement of the Work shall not be changed by the effective date of such insurance or bonds.

8.1.2 **Substantial, Final Completion.** Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion and Final Completion within the Contract Time, as adjusted for extensions of time duly permitted, authorized and noticed pursuant to Section 8.2, below.

8.1.3 **Adjustments to Contract Time.** Subject to the limitations set forth in this Article 8 and elsewhere in the Contract Documents, the Contract Time shall be extended for Compensable Delays and Excusable Delays and shall, where appropriate, be shortened for Deleted Work.

8.1.4 **Early Completion.** Nothing stated in these General Conditions or elsewhere in the Contract Documents shall be interpreted as creating any contractual right, express or implied, on the part of Contractor to finish the Work earlier than the Contract Time. Contractor has included in its Contract Price the costs of all Contractor's and its Subcontractors' direct and indirect overhead, including but not limited to all staff, temporary facilities, temporary utilities and home office overhead for the entire duration of the Contract Time. These costs have been included in the Contract Price notwithstanding Contractor's anticipation of possibly completing the Work in fewer Days than established by the Contract Time. Under no circumstances (including, without limitation, circumstances in which the County has approved in writing of Contractor completing early) shall the County be liable to Contractor for any Losses, of any kind, due to the inability of Contractor to complete the Work earlier than the Contract Time, regardless of the cause, including, without limitation, Delays due to acts or omissions (intentional or negligent) of the County, Inspectors of Record, County Consultants, Separate Contractors or others. If the Contractor anticipates completing early, it must obtain in advance County's approval in writing of such early completion. Approval by County of such early completion may be granted or withheld in the County's sole and absolute discretion.

8.2 DELAYS AND EXTENSIONS OF TIME

8.2.1 Adjustments to Contract Time

.1 **Extensions.** Provided that Contractor has complied with the provisions of this Section 8.2 (including, without limitation, the requirements pertaining to timely delivery of a Notice of Delay and Request for Extension), if, as a result of Excusable Delay or Compensable Delay to the actual, as-built critical path of activities leading to achievement of Substantial Completion, Contractor is unable to achieve Substantial Completion within the Contract Time for Substantial Completion, then the Contract Time for Substantial Completion and Final Completion shall be extended, either by Change Order or Unilateral Change Order, for the length of the proven, resulting Delay to Contractor's ability to so complete the Work. The Contract Time shall not be adjusted for Unexcused Delays.

.2 **Shortening.** Contractor shall within ten (10) Days after receiving notice of Deleted Work prepare and deliver to County a Time Impact Analysis of the impact of the Deleted Work upon the critical path to determine if the Contract Time should be shortened thereby and if so the duration of the shortening. If the County and Contractor are unable to agree upon the duration of the shortening, then County shall make a Good Faith Determination of the reasonable amount of time that the Contract Time shall be shortened on account of such Deleted Work.

.3 Prescribed Calculations.

(1) **Work Day Lost Calculations.** Contractor may claim an Excusable Delay or a Compensable Delay for a full Day only if all Work on a critical path activity is stopped for more than six (6) hours of a normal eight (8) hour Work Day and for a half-Day only if all Work on a critical path activity is stopped for three (3) to

six (6) hours of such a normal Work Day. No Excusable Delay or Compensable Delay may be claimed if all Work on a critical path activity is stopped for less than three (3) hours of such a normal work Day. Similarly, where Deleted Work results in the projected avoidance of the need to perform more than six (6), or between three (3) and six (6) hours of all Work on a critical path activity on such a normal work day, the Contract Time shall be contracted by a full Day or half Day, respectively.

(2) Dry Out Time Calculations. Contract Adjustments to the Contract Time that are based upon unusual precipitation that is an Act of God as defined in Paragraph 1.1.2, above, shall include, in addition to the number of Days of Excusable Delay to which Contractor is entitled due to a cessation of Work that occurs at the Site while the unusual precipitation is occurring, an additional extension for the Delay to the critical path of activities affecting Substantial Completion that is the result of Contractor being unable, after cessation of the unusual precipitation at the Site, to proceed with performance of Work due to wet or muddy conditions at the Site (hereinafter referred to as "dry out" time); provided, however, that the amount of dry out time for which Contractor is entitled to an extension of time in any given calendar month shall not exceed the number of Days that is the product derived by multiplying (a) the number of Days of Excusable Delay to which Contractor is entitled due to a cessation of Work that occurs at the Site while such unusual precipitation is occurring, by (b) a fraction, the (i) numerator of which is the number of Days of Excusable Delay due to measurable unusual precipitation occurring at the Site during such calendar month that constitutes an Act of God as defined in Paragraph 1.1.2, above, and (ii) the denominator of which is the total number of Days of measurable precipitation occurring at the Site during said calendar month (including both the number of Days comprising the normal, 10-year monthly average of measurable precipitation recorded by NOAA and the excess, or unusual precipitation that constitutes an Act of God as defined in Paragraph 1.1.2, above).

8.2.2 Notice of Delay.

.1 Submission. Contractor shall submit written Notice of Delay to County if any instruction, request, drawing, specification, action, condition, omission, default or other circumstance occurs that constitutes an Excusable Delay or Compensable Delay or other matter that may involve or require a Contract Adjustment extending the Contract Time. Such notice shall be provided prior to performance of the Work affected or involved and no later than seven (7) Days after the Discovery Date of such circumstance.

.2 Form. Notices of Delay shall be provided using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County. Failure by County to request or approve a particular form shall not relieve Contractor of its obligation to provide Notice of Delay in a written form that complies with the requirements of this Paragraph 8.2.2.

.3 Content. Each Notice of Delay in order to be considered complete shall include:

(1) a general statement of the circumstances giving rise to the Notice of Delay (including, without limitation, identification of any related Construction Change Directive);

(2) a Reasonable Order of Magnitude Estimate by Contractor of any related Contract Adjustments extending the Contract Time; and

(3) if such circumstances involve a right to a Contract Adjustment to the Contract Price for Compensable Change that has not been waived by Contractor, Contractor shall include, if not previously provided, a complete and timely Notice of Change.

.4 WAIVER BY CONTRACTOR.

FAILURE BY CONTRACTOR TO PROVIDE A COMPLETE AND TIMELY NOTICE OF DELAY UNDER CIRCUMSTANCES WHERE A NOTICE OF DELAY INVOLVING A DELAY IS REQUIRED BY THIS PARAGRAPH 8.2.2 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH DELAY.

.5 No County Notice. Failure by Contractor to submit a timely or proper Notice of Delay under circumstances in which a Notice of Delay is required shall in no way affect County's right to a Contract Adjustment shortening the Contract Time on account of such circumstances.

8.2.3 Request for Extension.

.1 Submission. With respect to any matter that may involve or require an adjustment extending the Contract Time, Contractor shall, within fourteen (14) Days after receipt by County of a Notice of Delay pursuant to Paragraph 8.2.2, above, submit to County a written Request for Extension.

.2 Form. Requests for Extension shall be provided using forms furnished by County or, if requested by County, using forms furnished by Contractor that are approved by County. Failure by County to request or approve a particular form shall not relieve Contractor of its obligation to provide Requests for Extension in a written form that complies with the requirements of this Paragraph 8.2.3.

.3 Content. Each Request for Extension in order to be considered complete shall include:

(1) a detailed description of the circumstances giving rise to the request for Contract Adjustment to the Contract Time and a Time Impact Analysis (a Request for Extension that seeks an extension for more than one Delay shall be supported by a separate Time Impact Analysis for each separate Delay); and

(2) if such circumstances involve a right to a Contract Adjustment of the Contract Price on account of Compensable Change that has not been waived by Contractor, Contractor shall include, if not previously provided, a complete and timely Change Order Request.

.4 WAIVER BY CONTRACTOR.

FAILURE BY CONTRACTOR TO PROVIDE A COMPLETE AND TIMELY REQUEST FOR EXTENSION UNDER CIRCUMSTANCES WHERE A REQUEST FOR EXTENSION INVOLVING A DELAY IS REQUIRED BY THIS PARAGRAPH 8.2.3 SHALL, IN ACCORDANCE WITH THE PROVISIONS OF SECTION 4.6 OF THE GENERAL CONDITIONS, CONSTITUTE A WAIVER BY CONTRACTOR OF THE RIGHT TO A CONTRACT ADJUSTMENT ON ACCOUNT OF SUCH CIRCUMSTANCES AND A WAIVER OF ANY RIGHT TO FURTHER RECOURSE OR RECOVERY BY REASON OF OR RELATED TO SUCH DELAY.

.5 Adjustments Shortening Time. Failure by Contractor to submit a timely or proper Request for Extension under circumstances in which a Request for Extension is required shall in no way affect County's right to a Contract Adjustment shortening the Contract Time on account of such circumstances.

8.2.4 Response by County. After receipt of a timely and complete Request for Extension, County shall investigate the facts concerning the cause and extent of such Delay and, depending on whether the Request for Extension is justified, will notify Contractor of its approval or disapproval of all or a portion of Contractor's request. Extensions of time approved by County shall apply only to that portion of the Work affected by the Delay, and shall not apply to other portions of Work not so affected.

8.2.5 Formal Notice of Essence. Contractor recognizes and acknowledges that timely submission of a formal Notice of Delay and a formal Request for Extension, whether or not the circumstances of a Delay may be known to County or available to County through other means, are not mere formalities but are of crucial importance to the ability of County to promptly identify, prioritize, evaluate and mitigate the potential effects of Delay. Any forms of informal notice, whether verbal or written (including, without limitation, statements at regular job meetings or entries in monthly reports, daily logs, job meeting minutes, updated Construction Schedules or look-ahead schedules), that do not strictly comply with the formal requirements of Paragraph 8.2.2, above, and Paragraph 8.2.3, above, shall accordingly be deemed insufficient to satisfy the notice requirements of this Article 8.

8.2.6 Compensation for Delay.

.1 Compensable Delay. Contract Adjustments to the Contract Price for a Compensable Delay that involve an extension of the Contract Time shall be based, without duplication to any other Contract Adjustments to the Contract Price, on the terms of Section 4.3 of the Construction Contract. Contractor agrees to accept such right of Contract Adjustment in lieu of any other right that may exist under Applicable Laws for recovery of Losses due to Compensable Delay, whether incurred by Contractor or its Subcontractors, of any Tier.

.2 Deleted Work. The Contract Time and Contract Price shall be reduced by Contract Adjustment for Deleted Work (including, without limitation, Deleted Work associated with a termination by County of a portion of the Construction Contract or a deletion of portion of Work for the convenience of the County or due to an Event of Contractor Default) that results in a shortening of the Contract Time.

(1) Contract Time. The Contract Adjustment shortening the Contract Time for Substantial Completion shall be the number of Days that Contractor at the time of contracting would have reasonably expected to expend in performance of the Deleted Work and that, based on the Contractor's original Construction Schedule prepared on or about the time of contracting, were reasonably expected by Contractor to be critical to Substantial Completion of the Work within the Contract Time for Substantial Completion.

(2) Contract Price. The Contract Adjustment reducing the Contract Price shall be the product of (1) the number of Days that the Contract Time for Substantial Completion is shortened pursuant to preceding Clause (1) of this Subparagraph 8.2.6.2 multiplied times (2) the amount of liquidated damages set forth in Section 4.3 of the Construction Contract, without any additional credit to County for Allowable Markups.

8.2.7 Acceleration of the Work.

.1 Due to Unexcused Delay. If County makes a Good Faith Determination based on County's observations of progress in performance of the Work by Contractor that Contractor will not achieve Substantial Completion of the Work within the Contract Time as adjusted pursuant to Paragraph 8.2.1, above, then Contractor shall, following receipt of a written request by County to accelerate, immediately respond in writing setting forth a detailed plan for accelerating the Work. All measures necessary, including working overtime, additional shifts, Saturdays, Sundays and holidays, to accelerate performance to ensure that the Work is performed within the Contract Time shall be taken by Contractor and the cost thereof shall be paid for by Contractor at Contractor's Own Expense. County may also take all other necessary measures to ensure no further Delays affect achievement of Substantial Completion and Final Completion of the Work within the Contract Time and the Contractor shall reimburse County, or County may withhold from payment due to Contractor, for Losses incurred by County in taking such measures. If Contractor is not the cause of the impacts or delays necessitating the acceleration measures described in this Section 8.2.7.1, Contractor will be entitled to a Contract Adjustment for all Losses associated with such measures.

.2 Due to Excusable Delay. Contractor shall have the right, exercised in its sole discretion, to accelerate performance of the Work to overcome time lost due to Excusable Delay. Such acceleration, if performed other than at the written direction of County, shall be deemed a voluntary acceleration and the cost of such accelerated performance shall be paid for by Contractor at Contractor's Own Expense. If County directs in writing that the Work be accelerated to overcome an Excusable Delay that is not concurrent with an Unexcused Delay, then Contractor shall be entitled to a Contract Adjustment to the Contract Price for such acceleration on and subject to the same terms as provided for in Subparagraph 8.2.7.3, below, in the case of an acceleration to overcome a Compensable Delay.

.3 Due to Compensable Delay. County shall have the right, exercised in its sole and absolute discretion, in lieu of granting a Contract Adjustment to the Contract Time for Compensable Delay, to direct in writing the acceleration of the Work by Contractor in order to recapture time lost due to such Compensable Delay. County and Contractor shall endeavor prior to commencement of such acceleration to mutually agree upon the amount of compensation to be paid therefor. County shall have the right, in the absence of such an agreement, to direct in writing that Contractor accelerate. Contractor shall comply with such directive. Contractor's right to a Contract Adjustment to the Contract Price on account of such acceleration shall be limited to (1) the premium time portion of any overtime paid for labor provided by Contractor or any Subcontractor, plus (2) additional supervision costs for additional shifts of supervision provided at the Site by Contractor only (not by Subcontractors), plus (3) Allowable Markup thereon as provided in Paragraph 7.7.5, above, and any other reasonable and necessary costs incurred by Contractor because of County's direction to accelerate. Except as directed by County in the manner stated in this Subparagraph 8.2.7.3, no statements, conduct or actions by County will be construed as creating an obligation on the part of County to agree to

a Contract Adjustment to the Contract Price on account of any cost of overtime or other costs associated with an acceleration of the Work to recapture time lost due to Compensable Delay.

8.2.8 Concurrent Delays. For purposes of the calculations provided for in this Paragraph 8.2.8, the words "concurrent delay", "concurrently delay" or "occur concurrently" mean the portion of two or more Delays affecting the critical path to Substantial Completion that are overlapping or co-existent. Contractor's right to a Contract Adjustment of the Contract Time (pursuant to Subparagraphs 8.2.8.1, 8.2.8.2 and 8.2.8.3, below) and Contract Price (pursuant to Subparagraphs 8.2.8.4, 8.2.8.5 and 8.2.8.6, below) shall, in the case of concurrent delays, be calculated in accordance with the following:

.1 If an Excusable Delay and a Compensable Delay occur concurrently, the maximum extension of the Contract Time shall be the number of Days from the commencement of the first Delay to the cessation of the Delay which ends last.

.2 If an Unexcused Delay occurs concurrently with either an Excusable Delay or a Compensable Delay, the maximum extension of the Contract Time shall be the number of Days, if any, by which such Excusable Delay or Compensable Delay exceeds the number of Days of such Unexcused Delay.

.3 If an Unexcused Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum extension of the Contract Time shall be the number of Days, if any, by which such Excusable Delay and Compensable Delay, as determined pursuant to Subparagraph 8.2.8.1, above, exceeds the number of Days of such Unexcused Delay.

.4 If an Unexcused Delay occurs concurrently with a Compensable Delay, the maximum period of time for which Contractor shall be entitled to a Contract Adjustment to the Contract Price in accordance with Section 4.3 of the Construction Contract shall be the number of Days, if any, by which such Compensable Delay exceeds the number of Days of such Unexcused Delay.

.5 If a Compensable Delay occurs concurrently with an Excusable Delay, the maximum period of time for which Contractor shall be entitled to a Contract Adjustment to the Contract Price in accordance with Section 4.3 of the Construction Contract shall be the number of Days, if any, by which such Compensable Delay exceeds the number of Days of such Excusable Delay.

.6 If an Unexcused Delay occurs concurrently with both an Excusable Delay and a Compensable Delay, the maximum period of time for which Contractor shall be entitled to a Contract Adjustment to the Contract Price in accordance with Section 4.3 of the Construction Contract shall be the number of Days, if any, by which such Compensable Delay exceeds the number of Days of such Unexcused Delay.

8.2.9 Delay Claims. Claims by Contractor relating to disputed Contract Adjustments due to Delay shall be made in accordance with applicable provisions of Section 4.3, above.

8.2.10 Exercise of County Rights. Notwithstanding any other provision of the Contract Documents to the contrary, County's exercise in accordance with the Contract Documents of any of its rights or remedies permitted by Applicable Laws or the Contract Documents in response to a failure by Contractor or any Subcontractor to comply with the Contract Documents shall not, under any circumstances, entitle Contractor to a Contract Adjustment.

ARTICLE 9 PAYMENTS AND COMPLETION

9.1 PAYMENT BY COUNTY

9.1.1 Time for Payment. County shall make payment of undisputed sums due to the Contractor upon Applications for Payment requesting Progress Payment not later than thirty (30) Days after receipt of an Application for Payment requesting Progress Payment that has been properly and timely prepared and submitted by Contractor, and approved by County, in accordance with the requirements of the Contract Documents.

9.1.2 Not Acceptance. No approval, inspection or use of, or payment for, the Work by County or by any person or entity acting on County's behalf shall constitute acceptance of Work that is not in accordance with the Contract Documents or a waiver of any of County's rights under the Contract Documents.

9.1.3 Interest. If County fails to make payment of an undisputed sum due as a Progress Payment to the Contractor as required by this Article 9, County shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of California Code of Civil Procedure §685.010. The number of Days available to the County to make payment without incurring such interest shall be reduced by the number of Days by which the County exceeds the seven (7) Day response time applicable to the County set forth in Section 9.5, below. The foregoing is the County's sole obligation with respect to payment of interest earned or accrued on an amount claimed due prior to the commencement by Contractor of legal proceedings for recovery of such amount.

9.1.4 Disputed Payments. Subject to Contractor's rights under Section 9.8, below, no good faith dispute or disagreement between County and Contractor with respect to the amount of any payment claimed due by Contractor shall relieve or excuse Contractor from the obligation to proceed with and maintain continuous, expeditious and uninterrupted performance of the Work.

9.2 APPLICATIONS FOR PAYMENTS

9.2.1 Submission by Contractor. Applications for Payment requesting Progress Payment shall be properly prepared and submitted by Contractor to County once a month on the twenty-fifth (25th) Day of the month. If the twenty-fifth (25th) Day of the month is a weekend or Holiday, the Application for Payment shall be submitted on the next working day.

9.2.2 Period of Application. The period covered by each such Application for Payment requesting Progress Payment shall be not more than thirty (30) Days ending on the twenty-fifth (25th) Day of the month in which such Application for Payment is submitted.

9.2.3 Schedule of Values. Each Application for Payment shall be accompanied by a Schedule of Values prepared and submitted in accordance with the requirements of the Contract Documents, including, without limitation, the provisions of Section 9.3, below.

9.2.4 Changes in Work. Applications for Payment may include requests for payment on account of Compensable Changes in the Work which have been properly authorized by Change Order or Unilateral Change Order.

9.2.5 Progress Payments. Applications for Payment requesting Progress Payments shall be based on amounts calculated in accordance with the provisions of Section 9.4, below.

9.2.6 Percentage Completion. Applications for Payment requesting Progress Payments shall indicate the Contractor's estimate of the percentage of completion of each line item listed in the Schedule of Values as of the end of the period covered by the Application for Payment.

9.2.7 Projected Work. Unless approved by County in writing in advance of an Application for Payment being submitted, which approval may be granted or denied in the sole and absolute discretion of County, Applications for Payment shall only include amounts for Work performed to the twenty-fifth (25th) Day of the month in which the Application for Payment was submitted and shall not include request for payment of amounts for Work projected to be performed, stored or delivered beyond that date.

9.2.8 Disagreements. In the event of a disagreement between County and Contractor over the accuracy or reasonableness of the Contractor's statement of percentage of progress achieved that is contained in the Application for Payment, the County shall make a Good Faith Determination of the percentage, which percentage shall then be inserted by Contractor in the Application for Payment and the Application for Payment submitted, or resubmitted, incorporating such revision.

9.2.9 Substantial Completion. For the sole purpose of the percentage calculation set forth in Paragraph 9.2.6, above, and for no other purpose, the Work shall be deemed one hundred percent complete upon Substantial Completion and the amount released to Contractor shall, subject to County's right to withhold pursuant to Section 9.6,

below, be a sum sufficient to increase the total of Progress Payments to Contractor to ninety-five percent (95%) of the Contract Price.

9.2.10 Certification by Contractor. Each Application for Payment that is submitted by Contractor shall be signed by Contractor with a certification by Contractor to County that: (1) the data comprising the Application for Payment is accurate and the Work has progressed to the point indicated; (2) to the best of Contractor's knowledge, information and belief, the Work is in accordance with the Contract Documents; (3) Contractor is entitled to payment in the amount certified; and (4) all sums previously applied for by Contractor on account of the Work performed by the Subcontractors and that have been paid by County have been paid to the Subcontractors performing such Work, without any retention, withholding or back charge by Contractor.

9.2.11 Stored Materials. County may, in the exercise of its sole and absolute discretion, approve or disapprove for inclusion in Contractor's Application for Payment the cost of materials to be incorporated, but not yet incorporated, in the Work and delivered and suitably stored either at the Site or at some other appropriate location acceptable to the County. As part of any request for such approval, Contractor shall furnish evidence satisfactory to County: (1) of the cost of such materials; (2) that such materials are under the exclusive control of Contractor, or if not, that title to the materials is in the County, free of any lien or encumbrance; and (3) with respect to materials stored off-Site, that the materials are safely and suitably stored in a bonded warehouse with appropriate insurance coverage satisfactory to County. No payment or approval by County pursuant to this Paragraph 9.2.11 shall (a) be construed as an inspection or acceptance of the materials; (b) relieve Contractor of its continuing and sole responsibility for the care and protection of, and sole responsibility for any Loss to, such materials, from any cause whatsoever; or (c) operate as a waiver of rights by County.

9.2.12 Title. Contractor warrants that title to all the Work covered by an Application for Payment will pass to County no later than the time of payment. Contractor further warrants that upon submittal of an Application for Payment all Work for which approval for payment has been previously issued by County shall, to the best of Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of Contractor, the Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials or equipment for the Work.

9.3 SCHEDULE OF VALUES

9.3.1 Initial Submission. Within twenty-one (21) Days after issuance by County of the Notice of Intent to Award, Contractor shall submit to County a Schedule of Values, prepared in a form and incorporating a level of detail satisfactory to County, that allocates the Contract Price to various portions of the Work, including, without limitation, each portion of the Work to be performed by a Subcontractor, self-performed Work, discrete categories of direct (i.e., on-Site) overhead costs (sometimes referred to as "general conditions costs"), Contractor home office and indirect overhead and profit and amounts reserved for contingencies.

9.3.2 Balanced Allocation. The Schedule of Values shall be balanced, reflecting in each line item Contractor's estimated or actual cost commitments for the category of Work included in the line item and a proportionate share of Contractor's overhead and profit. Techniques, such as "front-end loading", designed to create an imbalanced cash flow are strictly prohibited.

9.3.3 Line Estimates. Line item values stated in the Schedule of Values that are based on Contractor's estimates, rather than actual subcontract prices, shall be identified as such and replaced with actual subcontract prices when they become available as the subcontracting process progresses.

9.3.4 Updating. The Schedule of Values shall be updated by Contractor each month as necessary to reflect the Contractor's actual progress in subcontracting the Work. An updated Schedule of Values shall be attached to each Application for Payment.

9.3.5 Substantiation. Contractor shall provide such data as County may reasonably require to substantiate that the Schedule of Values has been prepared in conformance with the requirements of the Contract Documents. Failure to provide such substantiation shall result in the Schedule of Values being deemed incomplete and unapproved by County for use by Contractor in submitting its Applications for Payment.

9.3.6 **Corrections.** If corrections are required in order to make the Schedule of Values comply with the requirements of the Contract Documents, such corrections shall be made as a condition of the Contractor's Application for Payment being considered properly prepared, submitted and complete.

9.3.7 **Changes to Work.** Costs involved in the performance of Work covered by Change Orders, Unilateral Change Orders or Construction Change Directives shall be, at the option of County, either separately scheduled or incorporated as adjustments to the respective trade lines of Work to which they apply. Except as otherwise expressly required by Article 7, above, the Schedule of Values shall not be utilized by Contractor as a basis for calculating Contract Adjustments.

9.3.8 **Applications for Payment.** The Schedule of Values prepared by Contractor in accordance with the requirements of the Contract Documents shall be used as a basis for County's review and approval or disapproval of Applications for Payment.

9.4 **PROGRESS PAYMENT CONDITIONS**

9.4.1 **Progress Payment Amount.** Subject to the other provisions of the Contract Documents, the amount of each Progress Payment requested in an Application for Payment shall be computed as follows:

.1 take that portion of the Contract Price properly allocable to Work (other than materials, products or equipment furnished by County) permanently incorporated at the Site as part of the Work, based on the product derived by multiplying (1) the percentage completion of each such portion of the Work times (2) the portion of the total Contract Price allocated to that portion of the Work in the Schedule of Values, less a retention of five percent (5%) thereof;

.2 add that portion of the Contract Price that is allocable to materials and equipment (other than materials, products or equipment furnished by County) approved by County pursuant to Paragraph 9.2.11, above, and suitably stored at the Site or at a location off-Site, less a retention of five percent (5%) thereof;

.3 subtract the aggregate of previous payments made by the County; and

.4 subtract amounts, if any, that County has determined will be withheld pursuant to an exercise of the County's right to withhold pursuant to Section 9.6, below.

9.4.2 **Other Conditions and Documentation.** Contractor shall submit its Applications for Payment requesting Progress Payments to County using such forms as required by County. Without limitation to any other conditions to payment set forth elsewhere in the Contract Documents, the following shall be conditions precedent to a proper submission, and to County's approval, of each Application for Payment:

.1 submission of a Schedule of Values that complies with Section 9.3, above;

.2 submission of Contractor's certification required by Paragraph 9.2.10, above;

.3 submission of: (1) forms of conditional releases of stop payment notice and bond rights upon progress payment, complying with California Civil Code §8132, for all Work performed during the time period covered by the current Application for Payment, signed by Contractor and the Subcontractors, of every Tier; and (2) forms of unconditional releases of stop payment notice and bond rights upon progress payment, complying with California Civil Code §8134, for all Work performed during the time period covered by the previous Application for Payment, signed by Contractor and the Subcontractors, of every Tier;

.4 compliance by Contractor with its obligation for daily maintenance of Record Drawings and Specifications as required by Paragraph 3.10.1, above;

.5 compliance by Contractor with its obligation for submission of daily reports as required by Paragraph 3.10.2, above;

.6 compliance by Contractor with its obligations for submission of scheduling information and updating of the Construction Schedule as required by Section 3.9, above, and other provisions of the Contract Documents pertaining to preparation or updating of schedules and scheduling information;

.7 proper payment of prevailing wages as defined in California Labor Code §1720, et seq.;

.8 timely submission of adequate and complete certified payroll records for any time period that Work was performed and for which payment is being requested;

.9 submission of certifications by Contractor and the Subcontractors as required by Applicable Laws certifying that all employee benefit contributions due and owing have been paid in full;

.10 submission of sales tax information as required by Paragraph 3.6.3, above; and

.11 compliance by Contractor with all of its other obligations for submission of documentation or performance of conditions which, by the terms of the Contract Documents, constitute conditions to Contractor's right to receive payment for Work performed.

9.5 COUNTY APPROVAL/REJECTION OF APPLICATIONS FOR PAYMENT

9.5.1 **Review by County.** Subject to County's rights under Paragraph 9.5.4, below, County shall promptly review Applications for Payment submitted by Contractor and provide its approval or disapproval, in whole or part, within (1) seven (7) Days after receipt of an Application for Payment requesting Progress Payment, and (2) within fourteen (14) Days after receipt of an Application for Payment requesting Final Payment.

9.5.2 **Disapproval by County.** Disapproval by County disapproving of an Application for Payment shall be accompanied by an explanation of the reasons for such disapproval. Failure by County to specify in its disapproval a particular grounds for disapproval of an Application for Payment shall not waive the County's right to assert such grounds as a basis for any future disapproval, or nullification of its prior approval, of that or any other Application for Payment.

9.5.3 **Re-submittal by Contractor.** An Application for Payment that is disapproved by County shall be corrected and re-submitted by Contractor after receipt by Contractor of the notice of disapproval. A re-submitted Application for Payment shall be reviewed and responded to by County in the same manner as provided in Paragraphs 9.5.1 and 9.5.2, above. If re-submitted, the re-submitted Application for Payment shall be reviewed and responded to by County in the same manner as provided in Paragraph 9.5.1 and Paragraph 9.5.2, above. If not re-submitted, only the amount, if any, that is approved for payment shall be paid until such time as a proper Application for Payment that includes the disapproved amount has been submitted in another Application for Payment and, upon such re-submittal, approved for payment.

9.5.4 **Approval Nullification.** County reserves the right to nullify any prior approval of an Application for Payment that is later found to not be in compliance with the requirements of the Contract Documents, whether or not such noncompliance was previously actually observed or apparent on the face of the Application for Payment, and based on such nullification County may take either of the following actions, as applicable: (1) if the Application for Payment has not yet been paid by County, disapprove of that portion of the Application for Payment that is not in compliance and withhold payment of that sum until the noncompliance is fully rectified; or (2) if the Application for Payment has been paid by County, nullify the County's prior approval and withhold payment of such disputed amounts in response to future Applications for Payment; provided, however, that in either case the amount of the County's nullification shall be limited to that portion of the amount requested in the Application for Payment that is in dispute and the amount of its withholding from the current or any future Application for Payment shall be limited to the amount nullified plus any additional withholding permitted under Section 9.6, below.

9.5.5 **No Waiver by County.** Neither approval by County of, nor failure by County to exercise its right of nullification with respect to, nor payment by County upon, an Application for Payment or any portion thereof shall be interpreted as or constitute a waiver or release of any of County's rights to require Contractor's full compliance with the Contract Documents.

9.5.6 **No Representation.** Neither approval by County of, nor failure by County to exercise its right of nullification with respect to, nor payment by County upon, an Application for Payment or any portion thereof shall be interpreted as a representation that County has: (1) made exhaustive or continuous on-Site inspections to check the quality or quantity of the Work, (2) reviewed Contractor's construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from the Subcontractors and other data requested by County to substantiate Contractor's right to payment, or (4) made examination to ascertain how or for what purpose Contractor has used money previously paid on account of the Contract Price.

9.6 WITHHOLDING OF PAYMENT

9.6.1 **Grounds for Withholding.** County may decline to approve an Application for Payment and withhold payment requested under any unpaid Application for Payment, in whole or in part, to such extent that County makes a Good Faith Determination that withholding is necessary, in the sole discretion of County, because of any of the following circumstances:

.1 Third-Party Claims. Third-party claims or stop payment notices filed or reasonable evidence (including, without limitation, failure by Contractor to submit conditional releases of stop payment notice and bond rights required by the Contract Documents) indicating the possible filing of such claims or stop payment notices.

.2 Defective Work. Defective Work not remedied.

.3 Nonpayment. Failure of Contractor to make proper payments to a Subcontractor for services, labor, materials or equipment or other Work.

.4 Inability to Complete. Reasonable doubt that the Work can be completed for the then unpaid balance of the Contract Price or within the Contract Time.

.5 Violation of Applicable Laws. Failure of Contractor or a Subcontractor to comply with Applicable Laws.

.6 Penalty. Any penalty asserted against County by virtue of Contractor's failure to comply with Applicable Laws.

.7 Lack of Progress. Failure by Contractor to maintain progress in accordance with the Construction Schedule.

.8 Setoff. Any reason specified elsewhere in the Contract Documents as grounds for a withholding, offset or setoff or that would legally entitle County to a setoff or recoupment.

.9 Consultant Services. Additional professional, consultant or inspection services required due to Contractor's failure to comply with the Contract Documents.

.10 Liquidated Damages. Liquidated damages payable to County pursuant to Section 3.2 of the Construction Contract or that there is a reasonable basis to believe will be payable to County based upon the Contractor's project date for Substantial Completion based on its update Construction Schedule or based upon other evidence available to County of the probable date that the Work will be Substantially Completed.

.11 Damage. Loss caused to County, a Separate Contractor or any other person or entity under contract to County, by Contractor or a Subcontractor.

.12 Cleanup. Cleanup performed by County and chargeable to Contractor pursuant to the terms of the Contract Documents.

.13 Employee Benefits. Failure of Contractor to pay contributions due and owing to employee benefits funds pursuant to any applicable collective bargaining agreement or trust agreement.

.14 Required Documents. Failure of Contractor to submit on a timely basis, proper and complete documentation required by the Contract Documents, including, without limitation, schedule updates, 'look ahead' schedules, pricing information, certifications and other required reports or documentation.

.15 Labor Compliance. Failure of Contractor or any Subcontractor to properly pay prevailing wages as defined in California Labor Code §§1720 et seq.

.16 Nullification. Nullification by County pursuant to Paragraph 9.5.4, above, of its prior approval of an Application for Payment.

.17 Releases. Failure by Contractor to submit any conditional release of stop payment notice and bond rights that is required pursuant to Subparagraph 9.4.2.3, above or Subparagraph 9.10.4.4, below.

.18 Other Breach. A breach by Contractor of any obligation or provision of the Contract Documents.

9.6.2 Application of Withholding. Sums properly withheld pursuant to Paragraph 9.6.1, above, may be used by County without a prior judicial determination of County's actual rights with respect to the grounds on which such withholding is based. County shall submit to Contractor an accounting of such funds disbursed on behalf of Contractor. As an alternative to such payment, County may, in its sole and absolute discretion, elect to exercise its right to adjust the Contract Price as provided in Section 13.4, below.

9.6.3 Final Payment. In accordance with California Public Contract Code §7107, the amount to be withheld from Contractor's Final Payment pursuant to a withholding asserted pursuant to Paragraph 9.6.1, above, shall be limited to one hundred fifty percent (150%) of the disputed amount.

9.6.4 Release of Withholding. When the reasons for withholding of payment as set forth in Paragraph 9.6.1, above, are removed, approval by County will be promptly issued to Contractor for amounts previously withheld and payment of amounts withheld will be made by County within thirty (30) Days thereafter.

9.6.5 Additional Rights. The County's right of withholding set forth in this Section 9.6 is in addition to, and not a limitation upon, any other rights of withhold that County may have under the Contract Documents or Applicable Laws.

9.7 PAYMENTS BY CONTRACTOR

9.7.1 Payments to Subcontractors. Contractor shall not include in its Applications for Payment sums on account of any Subcontractor's portion of the Work that it does not intend to pay to such Subcontractor. Upon receipt of payment from County, Contractor shall pay the Subcontractors performing the Work, out of the amount paid to Contractor on account of such Subcontractors' portions of the Work, the amount to which said Subcontractors are entitled in accordance with the terms of their contracts with Contractor and Applicable Laws, including, without limitation, California Public Contract Code §7107. Contractor shall remain responsible, notwithstanding a withholding by County pursuant to the terms of these General Conditions, to promptly satisfy from its own funds sums due to all the Subcontractors who have performed the Work that is included in Contractor's Application for Payment. Contractor shall, by appropriate agreement, require each Subcontractor to make payments to its sub-subcontractors and suppliers in similar manner. County shall have no obligation to pay or be responsible in any way for payment to the Subcontractors, of any Tier.

9.7.2 Payments in Trust. Any funds that Contractor receives in payment for services or Work performed by a Subcontractor shall constitute assets of a trust, which trust funds shall be used for the exclusive benefit of the Subcontractor for the purpose of discharging Contractor's financial obligations on account of labor, services, materials or equipment furnished to the Project by the Subcontractor, provided that such labor, services, materials or equipment were performed in accordance with the Contract Documents, were included in an Application for Payment to County, and were paid by the County to Contractor. Contractor shall be the trustee of the trust and shall be required to deal with the trust assets for the benefit of the Subcontractor. Contractor shall not be a beneficiary of the trust. Nothing herein shall be construed as an intent to require that Contractor maintain trust funds in separate bank accounts,

specifically designate any third party as a beneficiary of the trust created herein, or otherwise give rise to any cause of action against the County by any third party beneficiary of the trust created herein.

9.7.3 Payment Information. County will, on request, furnish to any of the Subcontractors, if practicable, information for such Subcontractor's review regarding percentages of completion or amounts applied for by Contractor and action taken thereon by County on account of portions of the Work done by such Subcontractor.

9.7.4 Joint Payment. County shall have the right, if deemed necessary in its sole discretion, to issue joint checks made payable to Contractor and any of the Subcontractors, of any Tier. The joint check payees shall be solely responsible for the allocation and disbursement of funds included as part of any such joint payment. Endorsement on such check by a payee shall be conclusively presumed to constitute receipt of payment by such payee. In no event shall any joint check payment be construed to create: (1) any contract between County and any of the Subcontractors, of any Tier; (2) any obligation from County to any of the Subcontractors; or (3) any third-party rights against County.

9.7.5 Direct Negotiation of Stop Payment Notices. County shall have the right to directly discuss, negotiate, settle or pay, without notice to or participation by Contractor, any stop payment notice claims asserted by the Subcontractors, of any Tier, and to deduct such sums paid from sums due to Contractor.

9.7.6 Release of Stop Payment Notices. With the exception of that portion, and only that portion, of a stop payment notice or other claim that arises as a result of a failure by the County to make payment to Contractor under circumstances constituting a breach of the Construction Contract by County, if any stop payment notice or other claim, whether invalid or valid, is filed with, served upon or made or asserted against the County or the Site by any Subcontractor, of any Tier, or their agent or employee, for money claimed due, then Contractor shall within five (5) Days after written notice by the County procure, furnish and record appropriate releases or other instruments which under Applicable Laws will fully release, extinguish and remove such stop payment notice or claim, as well as any notices of pending action or other notices recorded against the Site in connection with the enforcement thereof. All costs of such actions by Contractor shall be paid for by Contractor at Contractor's Own Expense. Unless and until fully released as aforestated, the County shall have the right to retain from any payment then due, or thereafter to become due, to Contractor an amount equal to one hundred and fifty percent (150%) of the amount necessary to satisfy, discharge and defend against any such stop payment notice or claim and any action or proceeding thereon, including, without limitation, an amount for anticipated attorney's fees and costs. If the amount to be paid, or the amount retained, is insufficient to satisfy, discharge and defend against any such stop payment notice or claim and any action or proceeding thereon, then Contractor shall be liable for the difference and upon demand shall immediately deposit the same with the County. The provisions of this Paragraph 9.7.6 are in addition to such other rights as the County may have against Contractor under the Contract Documents or Applicable Laws.

9.7.7 No County Obligation. County has no obligation to pay or to see to the payment of money to any of the Subcontractors except as may otherwise be required by Applicable Laws.

9.8 FAILURE OF PAYMENT

If, through no fault of Contractor or failure by Contractor to comply with its obligations under the Contract Documents either: (1) approval or disapproval by County of an Application for Payment properly prepared and submitted by Contractor and requesting payment that is otherwise undisputed by County is not issued within the time period required therefor by the terms of this Article 9; or (2) the County does not (a) upon an Application for Payment properly prepared and submitted by Contractor pay to Contractor, within the time period required for payment by County, an undisputed amount approved by County as earned, which approval has not been, and is not thereafter, nullified by County, or (b) pay to Contractor an amount that has been awarded by arbitration or judgment of a court of competent jurisdiction, then Contractor may, following delivery to County of a written "10-day stop work order", stop the Work until, as applicable, an approval or disapproval by County, or payment by County, is received by Contractor. Promptly upon receipt of such approval or disapproval, or payment, as applicable, Contractor shall resume the Work. Any resulting Delay associated with the shut down and start up of the Work as a result of Contractor's proper exercise of its right to stop work under this Section 9.8 shall constitute a Compensable Delay.

9.9 SUBSTITUTION OF SECURITIES FOR RETENTION

9.9.1 **Public Contract Code.** Pursuant to the requirements of California Public Contract Code §22300, upon the Contractor's request, the County will make payment to the Contractor of any funds withheld from payments to ensure performance under the Contract Documents if the Contractor deposits with the County, or in escrow with a California or federally chartered bank in California acceptable to the County ("Escrow Agent"), securities eligible for the investment of State Funds under Government Code §16430, or bank or savings and loan certificates of deposit, interest-bearing demand deposit accounts, standby letters of credit, or any other security mutually agreed to by the Contractor and the County, upon the following conditions:

.1 The Contractor shall be the beneficial owner of any securities substituted for monies withheld for the purpose of receiving any interest on such securities.

.2 All expenses relating to the substitution of securities under said §22300 and under this Section 9.9, including, but not limited to the County's overhead and administrative expenses and expenses of Escrow Agent, shall be the responsibility of the Contractor.

.3 Securities or certificates of deposit substituted for monies withheld shall be of a value of at least equivalent to the amounts of the retention to be paid to the Contractor pursuant to the Contract Documents.

.4 If the Contractor shall choose to deposit securities in lieu of monies withheld with an Escrow Agent, the Contractor, the County and Escrow Agent shall, as a prerequisite to such deposit, enter into an escrow agreement. Such escrow agreement shall be substantially in the form "Escrow Agreement for Security Deposits in Lieu of Retention" set forth in California Public Contract Code §22300(f).

.5 The Contractor shall obtain the written consent of Surety to such agreement.

.6 Securities, if any, shall be returned to the Contractor only upon satisfactory Final Completion of the Work.

9.9.2 **Substitute Security.** To minimize the expense caused by such substitution of securities, the Contractor shall, prior to or at the time the Contractor requests to substitute security, deposit sufficient security to cover the entire amount to be withheld. Should the current market value of such substituted security at any time fall below the amount for which it was substituted, or any other amount which the County withholds pursuant to the Contract Documents, the Contractor shall immediately and at the Contractor's Own Expense deposit additional security qualifying under said §22300 until the current market value of the total security deposited is no less than the amount subject to withholding under the Contract Documents. Securities shall be valued as often as conditions of the securities market warrant, but in no case less frequently than once per month.

9.9.3 **Deposit of Retentions.** Alternatively, subject to the conditions set forth in Paragraph 9.9.1, above, upon request of the Contractor, the County shall make payment of retentions directly to Escrow Agent at the expense of the Contractor, provided that the Contractor, the County and Escrow Agent shall, as a prerequisite to such payment, enter into an escrow agreement in the same form as prescribed in Subparagraph 9.9.1.4, above. At the Contractor's Own Expense, the Contractor may direct the investment of the payments into securities and interest bearing accounts and the Contractor shall receive the interest earned on the investments. Escrow Agent shall hold such direct payments by the County under the same terms provided herein for securities deposited by the Contractor. Upon satisfactory Final Completion of the Work, the Contractor shall receive from Escrow Agent all securities, interest and payments received by Escrow Agent from the County, less escrow fees and charges of the Escrow Account, according to the terms of said §22300 and the Contract Documents.

9.10 FINAL PAYMENT

9.10.1 **Payment by County.** Subject to the County's right of withholding as set forth in Section 9.6, above, or elsewhere in the Contract Documents, Final Payment shall be made by County not more than sixty (60) Days after completion of the Work as defined in Clauses (1), (2), (3) or (4) of California Public Contract Code § 7107(c), whichever definition is earliest satisfied.

9.10.2 **Application for Final Payment.** Upon issuance by County of the Notice of Final Completion pursuant to Paragraph 9.13.5, below, Contractor shall submit to County its Application for Payment requesting Final Payment.

9.10.3 **Review by County.** County will review and approve or disapprove of the Application for Payment requesting Final Payment as provided in Section 9.5, above.

9.10.4 **Conditions to Final Payment.** Without limitation to any other conditions to payment set forth elsewhere in the Contract Documents, the following shall be conditions to a proper submission, and to County's approval, of Contractor's Application for Payment requesting Final Payment:

- .1 submission of Contractor certification as required by Paragraph 9.2.10, above;
- .2 submission of consent of Surety, if any, to Final Payment;
- .3 submission of a certificate evidencing that the insurance required by the Contract Documents is in force;
- .4 submission of conditional releases and waivers of stop payment notice and bond rights upon final payment in the form required by California Civil Code §8136 executed by Contractor and by all the Subcontractors, of every Tier;
- .5 submission of all Close-Out Documents (including, without limitation, complete, accurate Record Drawings and Specifications certified by Contractor as required by Paragraph 3.10.1, above);
- .6 timely submission of adequate and complete certified payroll records for any time period that Work was performed, which have not been submitted by Contractor in connection with its previous Applications for Payment;
- .7 proper payment of prevailing wages as defined in California Labor Code §§1720, et seq.;
- .8 submission of certifications by Contractor and each Subcontractor, as required by any applicable collective bargaining agreement or trust agreement or Applicable Laws, certifying that all employee benefit contributions due and owing have been paid in full; and
- .9 submission of any other documents or information required by the Contract Documents as a condition of Final Payment or Final Completion.

9.10.5 **Disputed Amounts.** Pursuant to California Public Contract Code § 7107, County may deduct and withhold from Final Payment an amount of up to one hundred fifty percent (150%) of any disputed amounts, including, without limitation, amounts to protect County against any Loss caused or threatened as a result of Contractor's failing to fully satisfy the conditions of Final Completion and Final Payment.

9.10.6 **No Waiver by County.** The making of Final Payment by County shall not constitute a waiver by County of any rights or claims, including, without limitation, any right or claim for reimbursement of Allowable Costs or Allowable Markup paid to Contractor that is determined by County, either before or after Final Payment, to have been not due to Contractor.

9.10.7 WAIVER BY CONTRACTOR.

ACCEPTANCE OF FINAL PAYMENT BY CONTRACTOR OR A SUBCONTRACTOR SHALL CONSTITUTE A WAIVER OF ALL RIGHTS BY THAT PAYEE AGAINST COUNTY FOR RECOVERY OF ANY LOSS, EXCEPTING ONLY THOSE CLAIMS THAT HAVE BEEN SUBMITTED BY CONTRACTOR IN THE MANNER REQUIRED BY SECTION 4.3, ABOVE, PRIOR TO, OR AT THE TIME OF CONTRACTOR'S SUBMISSION TO COUNTY OF, ITS APPLICATION FOR PAYMENT REQUESTING FINAL PAYMENT.

9.11 SUBSTANTIAL COMPLETION

9.11.1 **Contract Time.** Contractor shall achieve Substantial Completion of the Work, or such portion of the Work as may be designated at any time by County for separate delivery, in accordance with the requirements of the Contract Time and other provisions of the Contract Documents.

9.11.2 **Request for Inspection.** Contractor shall notify the County when Contractor believes that the Work, or portion thereof designated by the County in the Contract Documents or otherwise for separate delivery, is Substantially Complete.

9.11.3 **Substantial Completion Inspection.** When Contractor gives notice to County that it has achieved Substantial Completion of the Work, or a County designated portion thereof, unless the County determines that the Work or County designated portion thereof is not sufficiently complete to warrant an inspection to determine Substantial Completion, County, Inspector of Record, and such others as may be designated by County will inspect the Work, or such County designated portion thereof.

9.11.4 **Substantial Completion Punch List.** At the conclusion of such inspection, County shall prepare and give to Contractor (or, Owner may request that Contractor prepare and provide to County) a Substantial Completion Punch List of items, if any, to be completed or corrected for Substantial Completion. If Contractor disputes any of the items included, it shall so note its objection on the Substantial Completion Punch List. Contractor shall proceed within forty-eight (48) hours after preparation of the Substantial Completion Punch List to commence correction or completion of the items on the Substantial Completion Punch List, including, without limitation, any disputed items, and all such items of Work shall be completed promptly by Contractor before the Work will be considered as Substantially Complete. Failure by County, Inspector of Record or Contractor to include an item on the Substantial Completion Punch List does not alter the responsibility of Contractor to perform the Work in accordance with the Contract Documents. Items of Work necessary for Substantial Completion that, for any reason, have been omitted from the Substantial Completion Punch List shall be added to the Substantial Completion Punch List and Contractor shall, at the request of County, or Inspector of Record made at any time prior to Final Payment commence correction or completion of such items within forty-eight (48) hours and all such items of Work shall be completed by Contractor promptly and before the Work will be considered as Substantially Complete.

9.11.5 **Re-Inspection.** Contractor shall notify County when the items of Work shown on the Substantial Completion Punch List are completed. County, Inspector of Record, and such others as County deems necessary or appropriate will then make a further inspection to determine whether such Work is Substantially Complete. If such inspection, or any subsequent re-inspection required pursuant hereto, discloses any item, whether or not included on the Substantial Completion Punch List, which must be completed or corrected before Substantial Completion, Contractor shall, as a condition of Substantial Completion, complete or correct such item, which shall then be re-inspected to confirm that such Work is Substantially Complete. Contractor shall reimburse County, or County may at its option withhold from Contractor's payments, amounts incurred by County to the Inspector of Record, County Consultants or others whose services, for reasons within the control or responsibility of Contractor or the Subcontractors, are necessary for more than two (2) such re-inspections to determine Substantial Completion.

9.11.6 **Notice of Substantial Completion.** When County determines that the Work, or such designated portion thereof, is Substantially Complete, County will prepare a Notice of Substantial Completion on the County's form, which shall state the date of Substantial Completion. If the Notice of Substantial Completion is for the entire Work, then the County will attach to it the Final Completion Punch List prepared in accordance with Paragraph 9.13.2, below. Regardless of the date the Notice of Substantial Completion is issued, Substantial Completion shall be deemed to have occurred on the date stated in the Notice of Substantial Completion.

9.12 PARTIAL OCCUPANCY OR USE

County reserves the right to beneficially occupy all or any portion of the Work at any time before Substantial Completion of the entire Work. Beneficial occupancy means that County has assumed physical occupancy and use of all or such portion of the Work. Commencement of improvements or other work by Separate Contractors in order to ready the Work for use or occupancy by County shall be unconditionally permitted in all cases prior to Substantial Completion and shall not constitute a taking of beneficial occupancy by County. Exercise by County in accordance with the provisions of this Section 9.12 of its right to take beneficial occupancy shall not constitute grounds for a Contract Adjustment. The

County's right of beneficial occupancy of all or a portion of the Work prior to Substantial Completion shall be subject to the following conditions:

9.12.1 County and such others as County deems necessary will make an inspection of the portion of the Work to be beneficially occupied and prepare a list of items to be completed or corrected in the same manner as required by and subject to the same conditions as set forth in Section 9.11, above.

9.12.2 Beneficial occupancy by County shall not be construed as Acceptance of that portion of the Work which is to be occupied.

9.12.3 Except as otherwise provided in this Section 9.12, beneficial occupancy by County shall not constitute a waiver of rights of the County against Contractor. Notwithstanding anything stated in this Section 9.12 or elsewhere in the Contract Documents to the contrary, beneficial occupancy by County shall not constitute a waiver of rights of County relating to Defective Work in the area beneficially occupied or in any other portion of the Work.

9.12.4 Prior to the County's taking beneficial occupancy, Contractor shall submit to County an itemized list of each piece of equipment located in or serving the area to be occupied stating the date operation of such piece of equipment commenced, together with operating instructions, manuals and other information required by the Contract Documents. Contractor shall provide, in the areas beneficially occupied, on a continual basis, utility services, elevator service, and heating and cooling systems in operable condition commencing at the time of beneficial occupancy and until Final Completion of the entire Work. County shall be responsible, from and after taking occupancy, for utility consumption, regular operation and regular maintenance of such systems or equipment.

9.12.5 County shall pay all normal operating and maintenance costs resulting from its use of equipment in areas beneficially occupied.

9.12.6 County shall pay all utility costs that arise out of its beneficial occupancy.

9.12.7 Contractor shall not be responsible for providing security in areas beneficially occupied.

9.12.8 County shall use its best efforts to prevent its beneficial occupancy from interfering with the conduct of Contractor's remaining Work.

9.12.9 Contractor shall not be required to repair damage caused solely by County's beneficial occupancy.

9.12.10 Contractor shall continue to maintain all insurance required by the Contract Documents in full force and effect.

9.13 FINAL COMPLETION

9.13.1 **Contract Time.** Contractor shall expeditiously and diligently perform the Work after Substantial Completion, including, without limitation, all items of Work on the Final Completion Punch List that accompanies the Notice of Substantial Completion, so as to achieve Final Completion within the requirements of the Contract Time for Final Completion.

9.13.2 **Final Completion Punch List.** Contractor shall prepare and submit to County at the time that Contractor requests inspection for Substantial Completion of the entire Work pursuant to Paragraph 9.11.2, above, a draft proposed Final Completion Punch List of items of Work that will be required to be completed or corrected for Final Completion. Items identified in the course of any inspection for Substantial Completion that are required to Finally Complete the Work following Substantial Completion shall be added to the proposed Final Completion Punch List and the revised Final Completion Punch List attached to the Notice of Substantial Completion. If Contractor disputes any of the items included, it shall so note its objection on the Final Completion Punch List. When Contractor considers the Final Completion Punch List to be complete, it shall promptly sign and deliver the Final Completion Punch List to the County. Failure by County, Inspector of Record or Contractor to include an item on the Final Completion Punch List does not alter the responsibility of Contractor to perform the Work in accordance with the Contract Documents. Items of Work necessary for Final Completion that, for any reason, have been omitted from the Final Completion Punch List

shall be added to the Final Completion Punch List upon request by the County made at any time prior to Final Payment and completion of such items shall be made promptly and before the Work will be considered Finally Complete.

9.13.3 Performance of Punch List. Contractor shall proceed promptly and in accordance with the Contract Time to correct and complete the items on the Final Completion Punch List, including, without limitation, any disputed items, and all such items of Work shall be completed by Contractor before the Work will be considered as Finally Complete.

9.13.4 Request for Final Inspection. Contractor shall notify County when Contractor believes that the Work is Finally Complete. County, Inspector of Record, and such others as County deems necessary or appropriate will then make a further inspection to determine whether such Work is Finally Complete. If such inspection, or any subsequent re-inspection required pursuant hereto, discloses any item, whether or not included on the Final Completion Punch List, which must be completed or corrected before Final Completion, Contractor shall, as a condition of Final Completion, complete or correct such item, which shall then be re-inspected to confirm that such Work is Finally Completed. Contractor shall reimburse County, or County may at its option withhold from Contractor's payments, amounts incurred by County to the Inspector of Record, County Consultants or others whose services, for reasons within the control or responsibility of Contractor or the Subcontractors, are necessary for more than two (2) inspections to determine Final Completion.

9.13.5 Notice of Final Completion. When County determines that the Work is Finally Complete, County will prepare a Notice of Final Completion on the County's form, which shall state the date of Final Completion. Regardless of the date the Notice of Final Completion is issued, Final Completion shall be deemed to have occurred on the date stated in the Notice of Final Completion.

9.13.6 Acceptance by County. Acceptance may be exercised by County, in its sole and absolute discretion, either after Final Completion or, without waiving or releasing Contractor from any of its obligations under the Contract Documents, at any time after Substantial Completion and prior to Final Completion.

9.13.7 Notice of Completion. In addition to issuance of the Notice of Substantial Completion and Notice of Final Completion, County shall have the right, exercised in its sole and absolute discretion, to record a Notice of Completion pursuant to California Civil Code §9204.

9.13.8 No Waiver by County. No inspections conducted pursuant to this Article 9 nor any approvals or certificates issued by County or Inspector of Record shall be deemed to be a waiver or limitation on County's right to insist on Final Completion and full performance of all other conditions to Final Payment under the Contract Documents prior to issuance of Final Payment to Contractor.

ARTICLE 10 INSPECTIONS, SAFETY AND HAZARDOUS SUBSTANCES

10.1 INSPECTIONS

10.1.1 General. One or more Inspectors of Record, including special inspectors as required, may be employed by County and assigned to the Work. The fees of Inspectors of Record shall be directly paid for by County. IF INSPECTORS OR RECORD ARE ASSIGNED TO THE WORK, THEN NO WORK SHALL BE CARRIED ON EXCEPT UNDER THE INSPECTION, AND WITH THE KNOWLEDGE, OF THE APPROPRIATE INSPECTOR(S) OF RECORD, and Contractor shall be responsible, at Contractor's Own Expense, to remove and replace any Work performed without such inspection by the appropriate Inspector of Record.

10.1.2 Coordination. Contractor shall schedule, arrange, and coordinate its activities with the activities of the County, Inspectors of Record, County Consultants and others designated by County to inspect or observe the Work. When, in order to comply with the intent of the Contract Documents, inspection or observation must be made at the plant or mill of the manufacturer or fabricator of material or equipment, Contractor shall notify the County, as well as any other persons identified by County as assigned by it to inspect or observe the Work, a sufficient length of time in advance to allow for arrangements to be made for such inspection or observation.

10.1.3 **Uncovering of Work.** County or an Inspector of Record shall have the right to request that any portion of the Work be uncovered by Contractor for inspection. Except as otherwise provided in Paragraph 10.1.1, above, if such Work is found to be in accordance with the Contract Documents, then all of the additional costs incurred in uncovering, replacing and re-covering the Work shall constitute grounds for Contractor, upon proper notice and request pursuant to Article 7, above, to receive a Contract Adjustment for Compensable Change and if such uncovering, replacing and re-covering of the Work causes a Delay, such Delay shall constitute grounds for Contractor, upon proper and timely notice and request pursuant to Article 8, above, to receive a Contract Adjustment for Compensable Delay. If such Work is not in accordance with the Contract Documents, then such costs of uncovering, replacing and re-covering shall be paid for by Contractor at Contractor's Own Expense and any resulting Delay shall be considered an Unexcused Delay.

10.1.4 **Off-Hours Inspections.** Contractor shall request approval by County before arranging any inspections either: (1) before 7:00 am or after 3:00 pm on Monday through Friday, or (2) on any Saturday, Sunday, holiday or any other time when Work is not usually in progress. Such request shall be delivered to County at least two (2) working days in advance of the inspection being performed. Approval or disapproval of such request is in the sole and absolute discretion of County. Except where such off-hours inspections are due to a breach by County of an obligation under the Contract Documents, the additional cost (over and above that which would be required for inspections during regular business hours) to County of the inspection shall be paid for by Contractor at Contractor's Own Expense.

10.1.5 **Access to the Work.** Contractor shall make available for use by County, Inspectors of Record, County Consultants and others assigned to inspect or observe the Work, any equipment (wheelbarrow, shovel, ladder, man-lift, etc.) that is available or in use on Site, and is required to assist in such inspections or observations.

10.1.6 **Right to Stop Work.** County shall have the right, but not the obligation, to order Contractor to stop performance of Work. Inspectors of Record shall, only if and to the extent permitted by Applicable Laws or if they are given written authority to do so by County, have the authority, but not the obligation, to stop the Work whenever provisions of Contract Documents are not being complied with, or the conduct of the Work poses a probable risk of harm to persons or property.

10.1.7 **No County Duty.** No authority of the County, Inspectors of Record, County Consultants or others designated by County to inspect the Work that is conferred by the Contract Documents nor any decision made by any of them in good faith either to exercise or not exercise such authority, nor any recommendation by any of them, shall give rise to a duty or responsibility on the part of any of them to Contractor or to the Subcontractors, of any Tier.

10.1.8 **Contractor Responsibility.** Inspections or observations by the County, Inspectors of Record, County Consultants or others shall not in any way relieve Contractor from its sole responsibility for full compliance with all of the terms and conditions of the Contract Documents, nor be construed to lessen, to any degree, Contractor's responsibility for providing efficient and capable superintendence as required herein or for incorporating into the Work only those items of the Work that conform to the Contract Documents.

10.1.9 **Reimbursement to County.** Without limitation to any other provisions of the Contract Documents, Contractor shall reimburse the County at Contractor's Own Expense, or County shall have the right, at its option, to withhold from payments due to Contractor, costs of inspections, observations or testing and other Losses that are incurred for any of the following reasons: (1) Contractor has failed to execute the Work in accordance with the Contract Documents; (2) materials or equipment have been substituted by Contractor, without prior approval by the County; (3) Defective Work; or (4) to conduct load testing of certain portions of the structure that have not fully met the requirements of the Contract Documents.

10.2 SAFETY PRECAUTIONS AND PROGRAMS

10.2.1 **General Safety Obligation.** Contractor shall, notwithstanding the activities of others (such as, but not limited to, the County, Inspectors of Record, County Consultants or others designated by County to prepare safety recommendations or inspect or observe the Work), be solely responsible, on a twenty-four (24) hours a Day, seven (7) Days a week basis, for initiating, maintaining and supervising all safety precautions and programs on the Site in connection with the preparation, performance, observation or inspection of the Work, including all necessary

precautions to protect and safeguard all persons and property from loss, injury, death or damage resulting, directly or indirectly, from the activities of Contractor or the Subcontractors, including, without limitation, all of the following:

- .1 persons in and around the Site, as well as their personal property and vehicles;
- .2 the Work, materials and equipment to be incorporated therein under care, custody or control of Contractor or the Subcontractors, of any Tier, whether in storage on or off the Site, including, without limitation, the provision of temperature control, covering and enclosures necessary to prevent Loss due to adverse weather conditions;
- .3 other property at the Site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, curbs, roadways, structures (including, without limitation, protection from settlement or loss of lateral support) and utilities not designated for removal, relocation or replacement in the course of construction; and
- .4 construction and operations by the County and Inspectors of Record.

10.2.2 Contractor's Safety Program. Prior to starting the Work, Contractor shall prepare and submit to County a Safety Program, which shall comply with the requirements of the Contract Documents and shall include, at a minimum, guidelines, requirements and procedures for the following: safety management policy; emergency response plan; illness and injury prevention procedures; safety meetings; accident investigation; basic accident causes; safety inspection checklist; fire prevention and control; report forms; and employee safety manual and procedures for achieving compliance with safety requirements of insurers. A copy of the Safety Program shall be maintained on Site at all times and provided to the County upon request. Contractor is solely responsible for monitoring activities at the Site for compliance with the Safety Program and for the enforcement thereof.

10.2.3 Safety Orders. Contractor shall comply with all Applicable Laws, including, without limitation, all safety laws, standards, orders, rules, regulations and building codes, to prevent accidents or injury to persons on, about or adjacent to the Site and to provide a safe and healthful place of employment. Contractor shall, at Contractor's Own Expense, correct any violations of Applicable Laws occurring or threatened by conditions on the Site.

10.2.4 Safety Representative. Contractor shall designate a responsible member of its organization on the Site, who meets the qualification and competency requirements of Applicable Laws and whose sole duty shall be giving safety instructions, prevention of accidents and overall job site safety (including, without limitation, posting of information and other notices regarding safety that are required under occupational safety and health laws and compliance with reporting and other occupational safety requirements pertaining to the protection of the life, safety and health of the workers). The name of the person so designated shall be reported to the County by Contractor prior to the commencement of any Work on the Site.

10.2.5 Protection. Contractor shall take reasonable precautions to protect the Work and all building materials, equipment, temporary field offices, storage sheds, and other public and private real and personal property that might be affected, directly or indirectly, by Contractor's activities associated with performance of the Work, and shall make good, at Contractor's Own Expense, all Loss due to failure to provide such reasonable precautions.

10.2.6 Safeguards, Disabled Access. Contractor shall erect and maintain, as required by existing conditions and performance of the Work, all necessary safeguards for safety and protection, including, without limitation, safety devices, belts, nets, barriers, safety rails, canopies, danger signs, fire protection, no smoking prohibitions, warnings against hazards, safety regulations postings and notifications to owners and users of adjacent sites and utilities, and shall, as required by Applicable Laws, make provision for access for, and provide assistive devices to, persons with disabilities, including, without limitation, providing safe pathways of travel around areas where construction is being performed so that occupants, visitors, the public and others on the Site with disabilities are afforded reasonably direct and barrier-free access to areas of the Site and Existing Improvements.

10.2.7 Fire, Explosives, Hazardous Substances. Contractor shall take all necessary precautions to guard against and eliminate possible fire hazards. Explosives may be used or stored only when authorized in writing by the County. Explosives shall be handled, used and stored in accordance with Applicable Laws. When use or storage of explosives or other Hazardous Substances or methods of construction involving use of dangerous materials or equipment are necessary for execution of the Work, Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

10.2.8 **First Aid.** Contractor shall maintain emergency first aid treatment for all workers and other persons on the Project which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C.A. §§651 et seq.) and all other Applicable Laws.

10.2.9 **Unsafe Conditions.** Contractor shall immediately correct any condition that exists on the Site, or that County, in its reasonable judgment, determines to exist on the Site, that is unsafe or potentially unsafe to persons or property.

10.2.10 **Responsibility for Loss.** Contractor shall promptly remedy Loss to any property or person caused in whole or in part by the failure of Contractor, the Subcontractors, of any Tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable to fully comply with the requirements of this Article 10, except Loss attributable solely to the negligent acts or omissions of the County, Inspectors of Record, County Consultants or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable, in whole or in part, to the negligence, willful misconduct or violation of Applicable Laws by Contractor or a Subcontractor, of any Tier, or the failure by Contractor to comply with the Contract Documents. The foregoing obligations of Contractor are in addition to and not a limitation upon Contractor's indemnity obligations under Section 3.18, above.

10.2.11 **Loading, Storage.** Contractor shall be responsible for coordinating the storage and staging of materials and equipment on-Site and off-Site and shall not load or store or permit any part of the Work or the Site to be loaded or stored so as to endanger the safety of persons or risk loss or damage to property.

10.2.12 **Emergency.**

.1 Contractor Responsibility. In an emergency involving safety or protection of persons or property, Contractor shall act immediately, either at County's direction or as otherwise necessary under the circumstances, to prevent any Loss. In such cases, Contractor shall immediately notify County, which notice may be oral, followed within twenty-four (24) hours after occurrence of the incident by written confirmation of the occurrence of such emergency and Contractor's action in response thereto.

.2 County Action. If, in the sole discretion of County, the condition is immediately threatening life or property, County may, with or without notice to Contractor, take whatever immediate action is necessary to correct the life-threatening condition, and the costs thereof, including, without limitation, any fees or costs of Inspectors of Record, County Consultants or others to whom County may be liable, shall be borne by Contractor at the Contractor's Own Expense.

10.2.13 **No County Responsibility.** Nothing set forth in this Section 10.2 or elsewhere in the Contract Documents shall be interpreted as an assumption of any responsibility on the part of County or other persons or entities other than the Contractor and the Subcontractors, to report such conditions to Contractor nor as relieving Contractor of any of its responsibilities under the Contract Documents.

10.2.14 **Separate Contractors.** With respect to work of a Separate Contractor being performed within an area of the Site that is under the responsibility or control of the Contractor, Contractor shall: (1) provide copies of the Safety Program to the Separate Contractors and advise the Separate Contractors of the areas of the Site to which the Safety Program applies and where compliance with the Safety Program is expected; (2) protect the Separate Contractors' work and workers from Loss due to the actions or inactions of Contractor and the Subcontractors; and (3) notify the Separate Contractor and County of any observed violation by the Separate Contractor of the Safety Program or of any violations by the Separate Contractor of Applicable Laws governing safety on the Site. Nothing herein shall be interpreted as relieving the Separate Contractors from their obligations to comply with the Contractor's Safety Program, as excusing any failure by a Separate Contractor from performing its obligations under its contracts with County or Applicable Laws or as obligating Contractor to directly supervise or enforce the obligations of the Separate Contractors to comply with the requirements of the Safety Program or Applicable Laws relating to safety.

10.3 **HAZARDOUS SUBSTANCES, MOLD**

10.3.1 **Hazardous Substances.**

.1 On Site Conditions.

(1) **Existing Conditions.** In the event Contractor or its Subcontractors encounter materials existing or otherwise present at the Site that are reasonably believed to be Hazardous Substances that have not been rendered harmless, Contractor and Subcontractors shall, except in cases where the removal, encapsulation or abatement of such Hazardous Substances is indicated by the Contract Documents to be part of the Work to be performed by Contractor, immediately stop Work in the area affected and report the condition to County in writing. Contractor and Subcontractors shall continue Work in unaffected areas reasonably believed safe. County shall then promptly arrange for the sampling, testing and profiling of such suspected Hazardous Substances to confirm the nature, quantity or concentration thereof. In the event that such suspected Hazardous Substances are determined not to be Hazardous Substances or to be Hazardous Substances but not of sufficient nature, quantity or concentration to trigger handling and manifesting of the same as a hazardous waste upon disturbance and removal, then Contractor and its Subcontractors shall, without any Contract Adjustment, be obligated to resume the portion of the Work that was suspended and shall proceed to handle and dispose of such materials pursuant to the Contract Documents, taking all reasonable precautions that are applicable under the circumstances. If, alternatively, the suspected Hazardous Substances are determined to be Hazardous Substances of sufficient nature, quantity or concentration to trigger handling and manifesting of the same as hazardous waste upon disturbance and removal, the parties shall determine what, if any, action to take with respect to such Hazardous Substances, whether to resume Work with respect to such Hazardous Substances, taking all reasonable precautions that are applicable under the circumstances, and what, if any, Contract Adjustment is appropriate and mutually agreed in order to account for any increased cost of, or Delay in connection with, handling or disposal of Hazardous Substances not already contemplated and provided for in the Contract Documents.

(2) **Contractor Release.** Contractor and its Subcontractors shall not cause the discharge, release, emission, spill, storage, treatment or disposal of any Hazardous Substance on or adjacent to the Site, except as required and permitted by the Contract Documents and Applicable Laws in connection with Contractor's performance of an obligation to remove Hazardous Substances as part of the Work agreed to be performed under the Contract Documents or as otherwise required under the provisions of this Subparagraph 10.3.1.1. Should Contractor or its Subcontractors discharge, release, emit, spill, treat, store or dispose of any Hazardous Substance on the Site in violation of the foregoing obligation or otherwise in violation of Applicable Laws, Contractor shall at Contractor's Own Expense and without limitation to County's other rights or remedies for default immediately (a) inform County in writing of such event, (b) advise County with respect to any release reporting or notification requirement that may apply as a result of such event, (c) assist County in complying with any such reporting or notification requirement as determined by County, and (d) perform any investigation, remediation, removal or other response that is necessary or desirable in order to abate or clean up the condition resulting from such event to the full satisfaction of County and any applicable Governmental Authority. Such Hazardous Substances shall be removed and properly disposed of as soon as they can be accepted at an appropriate disposal facility, and in no event later than sixty (60) Days after such waste is generated, unless a longer time is approved by County.

.2 Remediation by Contractor.

(1) **Application.** The provisions of this Paragraph 10.3.1.2 shall apply only if the Work to be performed by Contractor includes within its scope the removal, abatement, moving, handling, containment, disposal or transport of Hazardous Substances

(2) **Advance Submissions to County.** Before Contractor or any of its Subcontractors moves, removes, or transports Hazardous Substances to a facility for the receipt, treatment, storage or disposal of the Hazardous Substances ("Hazardous Substances Facility"), Contractor shall cause the person or entity who will be moving, removing or transporting the Hazardous Substances to provide to County the following: (a) verification of the Hazardous Substance Facility's or other transporter's licensed status to haul such materials; (b) verification of the Hazardous Substance Facility's licensed status, including a current permit to receive the specific materials to be transported there; (c) certification that the Hazardous Substance Facility is not under enforcement action by the U.S. Environmental Protection Agency ("EPA") or applicable State Governmental Authority or listed on any applicable EPA or applicable State Government Authority list of violating facilities; (d) verification of the Hazardous Substances Facility's EPA Identification Number (if applicable); and (e) original executed letter(s) of indemnity from the Hazardous Substances Facility bearing the Hazardous Substance Facility's letterhead. Contractor further warrants that the selected

Hazardous Substance Facility is appropriately licensed and permitted to store, treat and dispose of Hazardous Substances waste in connection with the Work.

(3) Contractor Responsibility. Contractor warrants that it is aware of and understands the hazards which are presented to persons, property and the environment in performance of the transportation, storage and disposal of the Hazardous Substances described in the Contract Documents. Contractor and its Subcontractors and agents shall be responsible for the following: (a) processing the application for, and receiving on behalf of the County or appropriate entity, an EPA or state-equivalent generator identification number (if required); (b) preparing manifests and other shipping documents; (c) making all necessary arrangements (after consultation with County) for any off-Site transportation, treatment, storage and disposal of such Hazardous Substances in accordance with Applicable Laws; (d) ensuring the proper and lawful transportation and disposal of such Hazardous Substances, even if such services are performed by other entities under contract with Contractor or its Subcontractors; and (e) taking any necessary actions to ensure such proper transport and disposal in the event of any contingency, such as the rejection of the Hazardous Substances as nonconforming by any waste disposal facility. Contractor shall promptly provide to County copies of all manifests and other shipping documents confirming the receipt and proper disposal of all Hazardous Substances at the Hazardous Substances Facility, even if such services are performed by other entities under contract with Contractor or its Subcontractors.

(4) Reporting Requirements. Contractor shall comply with any Hazardous Substances release reporting requirements to Governmental Authorities directly applicable to Contractor. Notice of such reporting must be provided in advance to County or concurrently in the event of an emergency.

(5) Samples. Contractor and its Subcontractors shall retain all media samples for the longer of (a) the longest holding period specified in any federal, state or local laboratory analytical procedures or guidance for the analyses performed; or (b) three months for soil samples and thirty (30) Days for water samples. Further storage or transfer of samples will be made at County's expense upon County's written request of Contractor. Contractor shall require by contract that each and every Subcontractor and agent of Contractor or a Subcontractor who performs testing of samples in connection with the Work properly disposes of such samples in accordance with Applicable Laws after completion of testing and notice to County. Regarding any such samples which may remain on-Site, provided County has approved of such on-Site storage in advance, County agrees to pay all costs associated with the storage, transport, and disposal of such samples.

(6) Verification. Upon Final Completion of the Work, Contractor shall confirm to County in writing that: (a) all Hazardous Substances specified for removal in the Contract Documents have been removed; and (b) all Hazardous Substances wastes removed from the Site as part of the Work have been disposed of in accordance with this Subparagraph 10.3.1.2 and Applicable Laws in a Hazardous Substances Facility.

10.3.2 Mold. Contractor is responsible to immediately notify County in writing if any conditions in the construction materials incorporated or to be incorporated into the Work or present in Existing Improvements are encountered at the Site that Contractor or any Subcontractor knows or, in the exercise of due care of a Contractor and not that of a consultant with special or technical expertise in the subject of Mold, should know indicate the presence of Mold or if untreated are likely to result in the growth of Mold. Contractor shall thereafter take such precautions as are reasonably required to prevent the exposure of persons to such conditions until they have been evaluated. Except as otherwise authorized by the Contract Documents or as are usual and customary according to prevailing standards of the construction industry in the vicinity of the Project, Contractor shall not allow water or moisture to come into contact with materials in Existing Improvements or with materials located at the Site that are incorporated or to be incorporated into the Work and if such contact occurs, the areas affected shall be inspected by Contractor, using appropriate consultants experienced in testing and evaluating Mold, for the presence of Mold and evaluated for the potential of future growth of Mold. All portions thereof that are found to indicate the presence of Mold, or that are found to be in a condition that has the potential for becoming a source of Mold, shall be removed and replaced. Costs incurred by Contractor due to its failure to perform its obligation under this Paragraph 10.3.2 shall be borne by Contractor at Contractor's Own Expense.

10.3.3 Release of County. Contractor assumes the risk that its employees or the employees of its Subcontractors, and other persons that they cause or permit to be present on the Site, may be exposed to known Hazardous Substances or Mold. Under no circumstances shall County be liable for, and Contractor hereby fully and unconditionally releases County and the other Indemnitees from, and agrees to defend and indemnify County and the

other Indemnitees on the terms set forth in Section 3.18, above, against, any and all known Losses resulting from or relating to the exposure of any employee of Contractor or its Subcontractors, or other person that they cause or permit to be present on the Site, to: (1) Hazardous Substances or Mold encountered in connection with or as a result of the performance of the Work, or (2) Hazardous Substances or Mold not necessarily encountered in connection with the performance of the Work, but to which any of them may nevertheless be exposed as a result of their being present on the Site.

10.3.4 Communications with Governmental Authorities. Contractor shall provide to County copies of all written communications with Governmental Authorities or others relating to Hazardous Substances or Mold (other than privileged communications); provided, however, that non-disclosure of privileged communications shall not limit Contractor's obligation to otherwise comply with the terms of the Contract Documents, including, without limitation, this Section 10.3.

10.3.5 Subcontractors. Contractor shall include provisions in all contracts it enters into with Subcontractors for the Work requiring them to assume toward Contractor and County the same obligations that Contractor assumes toward County under this Section 10.3. Contractor shall require the Subcontractors to ensure that such provisions are included in all contracts they enter into with all lower-Tier Subcontractors.

ARTICLE 11 INSURANCE

11.1 INSURANCE

11.1.1 Contractor's Insurance Requirements. Without limiting or diminishing any of the Contractor's obligations to defend, indemnify or hold the County harmless as set forth elsewhere in the Contract Documents, Contractor shall procure and maintain or cause to be maintained throughout the performance of the Work and for the duration of any guarantee or warranty provided under the Contract Documents, at Contractor's Own Expense, the following insurance coverages:

.1 Workers' Compensation. If the Contractor has "employees", as defined by the State of California, the Contractor shall provide a policy of statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Such policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. Such policy shall be endorsed to waive subrogation in favor of the County and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement. Pursuant to §3700 of the California Labor Code, Contractor shall file with the County before commencing the Work the following signed certification:

"I am aware of the provisions of Section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I shall comply with such provisions before commencing the performance of the Work of this Construction Contract."

.2 Commercial General Liability. Contractor shall provide a policy of Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury, and cross liability coverage, covering claims which may arise from or out of Contractor's performance of its obligations hereunder. Such policy shall name the County, its agencies, districts, special districts and departments, and their respective directors, officers, elected or appointed officials, agents, employees and representatives, including, without limitation, the members of the Board of Supervisors, and all other Indemnitees, as "additional insureds" and contain a waiver of subrogation in favor of the County and all other such additional insureds. Such policy's limit of liability shall not be less than \$1,000,000 per occurrence combined single limit. If such policy contains a general aggregate limit, it shall apply separately to the Construction Contract or be no less than two (2) times the occurrence limit.

.3 Vehicle Liability. If vehicles or mobile equipment are used in the performance of the Work or other obligations under the Contract Documents, then Contractor shall provide a policy of liability insurance coverage for all owned, non-owned or hired vehicles so used in an amount not less than \$1,000,000 per occurrence combined

single limit. If such policy contains a general aggregate limit, it shall apply separately to the Construction Contract or be no less than two (2) times the occurrence limit. Such policy shall name the County, its agencies, districts, special districts and departments, and their respective directors, officers, elected or appointed officials, agents, employees and representatives, including, without limitation, the members of the Board of Supervisors, and all other Indemnitees, as "additional insureds" and contain a waiver of subrogation in favor of the County and all other such additional insureds.

.4 Property (Physical Damage). Contractor shall provide a policy of all-risk property insurance coverage for the full replacement value of all Contractor's equipment, improvements/alterations, temporary structures, and systems, including without limitation, items owned by others in the Contractor's care, custody or control, used on the Site or other County-owned property, or used in any way connected with the performance of the Work.

.5 Builder's All Risk (Course of Construction) Insurance. The Bid Form utilized by Contractor to prepare its Bid states whether the Contractor shall include Builder's All Risk (Course of Construction) Insurance for the Project. If the Bid Form states that such insurance shall be included by the Bidder in its Bid, then Contractor shall provide a policy of Builder's All Risk (Course of Construction) insurance coverage including (if the Work is located in an earthquake or flood zone or if required on financed or bond financing arrangements) coverage for earthquake and flood, covering the County, Contractor and every Subcontractor, of every Tier, for the entire Project, including property to be used in the construction of the Work while such property is at off-Site storage locations or while in transit or temporary off-Site storage. Such policy shall include, but not be limited to, coverage for fire, collapse, faulty workmanship, debris removal, expediting expense, fire department service charges, valuable papers and records, trees, grass, shrubbery and plants. If scaffolding, falsework and temporary buildings are insured separately by the Contractor or others, evidence of such separate coverage shall be provided to County prior to the start of the Work. Such policy shall be written on a completed value form. Such policy shall also provide coverage for temporary structures (on-Site offices, etc.), fixtures, machinery and equipment being installed as part of the Work. Contractor shall be responsible for any and all deductibles under such policy. Upon request by County, Contractor shall declare all terms, conditions, coverages and limits of such policy. NOTWITHSTANDING THE FOREGOING, COUNTY RETAINS THE RIGHT EXERCISED AT ANY TIME PRIOR TO AWARD TO ELECT TO USE ITS OWN BUILDER'S ALL RISK (COURSE OF CONSTRUCTION) INSURANCE and in the event County so elects to deduct the price for such insurance that is stated in Contractor's Bid, or if not so stated the amount included by Contractor for such insurance in the preparation of the Contractor's Bid, from the Contract Price by means of a Contract Adjustment pursuant to Change Order or Unilateral Change Order. If the County so provides the All Risk (Course of Construction) insurance for the Project, then Contractor shall assume the cost of any and all applicable policy deductibles (currently, \$50,000 per occurrence) and shall insure its own machinery, equipment, tools, etc. from any loss of any nature whatsoever.

11.1.2 Other Mandatory Insurance Requirements. The Contractor shall comply with the following requirements, which shall be deemed applicable to all carriers and insurance policies provided pursuant to Paragraph 11.1.1, above:

.1 Insurer Rating. Any and all insurance carrier(s) providing insurance coverage under any and all policy(ies) of insurance provided by Contractor pursuant to Paragraph 11.1.1, above, shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) (unless such requirements are waived in writing by the County Risk Manager, and if the County's Risk Manager waives such requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term);

.2 Self Insured Retentions. Contractor shall advise County in writing the dollar amount of any "self insured retention" maintained by the Contractor that exceeds \$500,000 per occurrence. Each such self insured retention must have the prior written consent of the County Risk Manager before the commencement of any Work or operations or activities relating to the Work. If Contractor is notified that a self insured retention is unacceptable to the County, then at the election of the County, exercised in the County's sole and absolute discretion, by means of the written approval of the County's Risk Manager, the insurance carriers affected shall either: (1) reduce or eliminate such self-insured retention as respects the Construction Contract; or (2) procure a bond, satisfactory to County and approved by County in writing, which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

.3 Evidence of Insurance. Contractor shall cause Contractor's insurance carrier(s) to furnish to the County either: (1) properly executed original certificate(s) of insurance and certified original copy(ies) of endorsement(s) effecting the coverage(s) required by this Section 11.1, or (2) if requested to do so orally or in writing

by the County Risk Manager, provide original, certified copy(ies) of policy(ies) including all endorsement(s) and all attachment(s) thereto, showing such insurance is in full force and effect. Such certificate(s) and all policies of insurance provided by Contractor pursuant to this Section 11.1 shall contain the covenant of the insurance carrier(s) that thirty (30) Days' written notice shall be given to the County prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. Each certificate of insurance and endorsement shall be signed by an individual expressly authorized by the insurance carrier to do so on the carrier's behalf. Contractor shall, if requested, provide written proof of such authorization. **Contractor shall not commence any Work or any activities or operations related to the performance of the Work unless and until Contractor has complied with all of the requirements of this Section 11.1.**

.4 Modification, Cancellation, Changes in Limits. A material modification, cancellation, expiration, or reduction in coverage, shall constitute an Event of Contractor Default for which County shall have right, without limitation to its other rights or remedies provided for in the Contract Documents or under Applicable Laws, to terminate this Construction Contract. Such Event of Contractor Default may only be deemed cured if the County receives, prior to the effective date of such material modification, cancellation, expiration or reduction in coverage, properly executed original certificate(s) of insurance and original, certified copy(ies) of policy(ies) and endorsement(s), including all attachment(s) thereto, evidencing that the coverage(s) required by this Section 11.1 is(are) and will continue, without any gap in coverage, in full force and effect in accordance with all of the requirements of this Section 11.1

.5 Primary Coverage. It is understood and agreed to by County and Contractor that the Contractor's insurance coverage(s) provided under this Section 11.1 shall be construed as primary insurance, and the County's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

.6 Additional Coverages. County reserves the right to modify, adjust, add to and/or increase the types, amounts and terms of any insurance required under this Section 11.1 if the County Risk Manager determines, in the exercise of his/her sole and absolute discretion, that the type, amount or terms of the insurance required by this Section 11.1 has(have) become inadequate or that additional risk or exposure exists (such as, without limitation, the use of aircraft, watercraft, cranes, etc.) due to: (1) a Change in the Work; (2) the period of time of Contractor's actual performance of the Work continuing for longer than five (5) years from the Date of Commencement, whether due to Contract Adjustment or for any for any other reason; or (3) other circumstances not reasonably foreseeable to County.

.7 Subcontractors. Contractor shall include provisions in its subcontracts requiring each Subcontractor to assume an obligation toward Contractor to furnish insurance that complies with all of the requirements of this Section 11.1 as apply to Contractor's insurance provided to Owner and requiring such Subcontractors to furthermore include provisions in their contracts with lower-Tier Subcontractors likewise requiring such lower Tier Subcontractors assume the same obligations for providing such insurance and for passing through all such obligations to all lower Tier Subcontractors.

.8 Self-Insurance. If approved by County, in the exercise of its sole and absolute discretion, the insurance requirements contained in this Section 11.1 may be met with a program(s) of self-insurance provided that such program has been submitted to County and approved in writing by County prior to commencement of the Work or of any activity or operation related to the performance of the Work.

.9 Notice of Claim. Contractor agrees to notify County of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the Work.

ARTICLE 12 BONDS

12.1 PERFORMANCE BOND AND PAYMENT BOND

12.1.1 Performance and Payment Bonds. Within ten (10) Days after the issuance of the Notice of Intent to Award and prior to commencing Work, Contractor shall deliver to County a good and sufficient labor and materials payment bond ("Payment Bond") and a good and sufficient performance bond ("Performance Bond"), each in the amount of one hundred percent (100%) of the Contract Price.

12.1.2 **Changes.** The penal amounts of the Performance Bond and Payment Bond shall be increased on account of Change Orders and Unilateral Change Orders increasing the Contract Price. If requested by County, Contractor shall deliver to County evidence of such increases.

12.1.3 **Replacement.** Should any bond required hereunder or any Surety on such bond become or be determined by County to be insufficient, it shall be replaced within ten (10) Days by a bond that fully complies with the requirements of this Section 12.1.

12.1.4 **Duration.** The Payment Bond shall remain in effect until Acceptance of the Work and all Claims of Contractor and the Subcontractors, of any Tier, have been fully and finally resolved. The Performance Bond shall remain in effect and assure faithful performance of all Contractor's obligations under the Contract Documents, including, without limitation, all warranty obligations.

12.1.5 **Condition of Payment.** No payments to Contractor for Work performed shall be made or due until there has been full compliance with the requirements of this Section 12.1.

12.1.6 **Surety Rating.** Any Surety company issuing the Payment Bond or Performance Bond shall be, at all times while such bond is in effect, an Admitted Surety. The Surety company issuing the Performance Bond shall additionally have at all such times a current A.M. Best rating of A VIII (A:8) or better.

12.1.7 **Premiums.** The premiums for the Performance Bond and Payment Bond are included in the Contract Price and shall be paid by Contractor at Contractor's Own Expense.

12.1.8 **Obligee.** The Performance Bond shall name County as obligee. All performance bonds, if any, purchased by Subcontractors shall name County as a dual obligee with Contractor.

12.1.9 **No Exoneration.** The Performance Bond and Payment Bond shall contain provisions to the effect that Changes, Change Orders, Unilateral Change Orders, Construction Change Directives, Modifications, Changes and Contract Adjustments shall in no way release or exonerate Contractor or its Surety from their obligations and that notice thereof is waived by the Surety.

12.1.10 **Communications.** County shall have the right to communicate with Surety with respect to matters that are related to performance of the Work. Contractor shall be provided with a copy of all such communications that are in writing. Such communications shall not create or be interpreted as creating any contractual obligation of County to Surety.

12.1.11 **No Limitation.** The requirements of this Section 12.1 pertaining to the Performance Bond and the Payment Bond shall be without limitation to any other obligations Contractor may have under Applicable Laws to provide bonding for the benefit of, and to assure payment to the Subcontractors performing the Work for, the Project.

12.1.12 **Subcontractor Bonds.** Each performance bond, if any, furnished by a first-Tier Subcontractor shall include a provision whereby the Surety consents to the contingent assignment of Contractor's rights under such bond to County as provided in Section 5.3, above.

12.1.13 **Claims.** By incorporation of the Construction Contract into the Performance Bond issued by Surety, Surety shall be deemed, subject to the other terms of the Performance Bond, to be bound by all of the obligations assumed by Contractor under the Contract Documents, including, without limitation, bound by any determination, resolution, award or judgment entered or made upon any Claim by or against Contractor.

**ARTICLE 13
UNCOVERING AND CORRECTION OF THE WORK**

13.1 UNCOVERING OF THE WORK

If a portion of the Work is covered contrary to the request or direction of County or Inspector of Record, or contrary to the requirements of the Contract Documents, it must, if required by the any of them, be uncovered for observation and be re-covered by Contractor at Contractor's Own Expense.

13.2 CORRECTION OF THE WORK

Contractor shall promptly correct Defective Work, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. All such Defective Work shall be either: (1) replaced and all the Work disturbed thereby made good by Contractor at Contractor's Own Expense; or (2) County may exercise its option pursuant to Section 13.4, below, to accept such Work and adjust the Contract Price.

13.3 GUARANTEE TO REPAIR PERIOD

13.3.1 Guarantee To Repair Period. Besides guarantees and warranties required elsewhere in the Contract Documents, Contractor guarantees the Work as provided hereinbelow. The period of this guarantee, termed the "Guarantee To Repair Period," is for one (1) year commencing as follows:

.1 for any portion of the Work that, upon Substantial Completion of the overall Work, is fully and finally complete and usable in all respects independent of other portions of the Work that are not fully and finally complete, on the date of Substantial Completion of such portion of the Work;

.2 for space beneficially occupied or for separate systems fully utilized prior to Substantial Completion, from the first date of such beneficial occupancy or full utilization, as established by an appropriate written notice by County of intent to take beneficial occupancy; or

.3 for all Work other than that described in Subparagraph 13.3.1.1, above or Subparagraph 13.3.1.2, above, from the date of Final Completion of the Work.

13.3.2 Repair by Contractor. Subject to the provisions of Paragraph 13.3.3, below, Contractor shall do the following: (1) correct, repair, replace, remove and restore, to the County's satisfaction, any Defective Work that becomes apparent during the progress of the Work or during the Guarantee To Repair Period; (2) correct, repair, replace, remove and restore, to the County's satisfaction, any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction of Defective Work; and (3) remove from the Site all the Work identified by the County as Defective Work, whether incorporated or not and whether discovered before or after Substantial or Final Completion. Ordinary wear and tear, abuse, or neglect by County or by County employees, its staff, visitors, public or others (except for those under the control or responsibility of Contractor or its Subcontractors) who are authorized or admitted by County to enter, use or occupy the Work, or who enter, use or occupy the Work after Final Completion, are excepted from the foregoing guarantee. All Losses resulting from Defective Work, including, without limitation, all costs of such correction, repair, replacement, removal and restoration, additional testing, inspection and additional service fees and costs of the Inspector of Record, County Consultants or others whose services may be made necessary thereby as well as any Loss to any other parts of the Work and any other real or personal property which is damaged or destroyed as a result of Defective Work or the correction, repair, replacement, removal or restoration of Defective Work, shall be paid for by Contractor at Contractor's Own Expense. Contractor shall correct, repair, replace, remove and restore Defective Work at such times as are acceptable to the County and in such a manner as to avoid, to the greatest extent practicable, disruption to the activities of the County, its staff, visitors, the public or others. Contractor shall notify the County in writing upon the completion of such correction, repair, replacement, removal and restoration.

13.3.3 Notice by County. Except as otherwise provided in this Paragraph 13.3.3 where immediate corrections are needed due to dangerous conditions or risk of imminent Loss or interruption of County operations, the County will give notice to Contractor of Defective Work observed prior to Final Completion in accordance with the provision of Section 15.1, below, governing the occurrence of an Event of Contractor Default and the Contractor shall

proceed to cure such Event of Contractor Default in accordance with the requirements of Section 15.1, below, and Paragraph 13.3.2, above. With respect to Defective Work observed after Final Completion, the County will give notice to Contractor with reasonable promptness and Contractor shall commence the correction, repair, replacement, removal and restoration as required by Paragraph 13.3.2, above, no later than ten (10) Days after mailing of such notice to Contractor and Contractor shall thereupon diligently and continuously prosecute such correction, replacement, repair, or restoration to completion. Notwithstanding the foregoing, if in the County's opinion the presence of Defective Work, whether observed prior to Final Completion or after Final Completion and during the Guarantee To Repair Period, poses a risk or threat: (1) to life, safety or the protection of property; (2) of imminent Loss to the County or to any other person or entity; or (3) of causing an interruption in the operations of the County, then County will have the right, in the exercise of its sole and absolute discretion, to proceed with correction or replacement of the Defective Work without prior notice to Contractor, but in such cases will attempt to notify Contractor as soon as possible of the conditions encountered and the action taken by County. Such action by County without prior notice to Contractor shall not relieve Contractor of its responsibility for the costs of such County action or for any Loss occasioned by the Defective Work or necessitated by the County's action, whether such Loss occurs before or after such County action is implemented or completed.

13.3.4 Correction by County. If Contractor fails to perform any of its obligations under Paragraph 13.3.2, above, to correct, repair, replace, remove or restore then County, or Separate Contractors under the County's direction, may, notwithstanding any other provisions of this Article 13, proceed to do so and all costs associated therewith (including, without limitation, the cost to store any materials removed) shall be the responsibility of and paid by Contractor at Contractor's Own Expense. Such action by County will not relieve Contractor of the guarantees provided in this Article 13 or elsewhere in the Contract Documents. In addition to Contractor's other obligations under Paragraph 13.3.2, above, Contractor shall correct, repair, replace, remove and restore, to the County's satisfaction and at Contractor's Own Expense any other parts of the Work and any other real or personal property that are damaged or destroyed as a result of such actions by County or the Separate Contractors.

13.3.5 Sale. If Contractor does not pay the costs of, or any of the Losses associated with, the correction, repair, replacement, removal or restoration required by the provisions of Paragraph 13.3.2 through Paragraph 13.3.4, above, then within five (5) Days after notice by the County, County may sell any materials or other items of Work removed at auction or at private sale or otherwise dispose of such materials or items and shall account for the net proceeds thereof, after deducting all such costs and Losses, and all costs of sale. If such net proceeds of sale do not cover the Losses for which Contractor is liable to the County, the County may at its option reduce the Contract Price or any payments due to Contractor by such deficiency or recover such deficiency from Contractor.

13.3.6 No Limitation. Contractor's obligations under this Article 13 are in addition to, and not in limitation of, its warranty obligations under Section 3.5, above, and any other obligation, guaranty or warranty of Contractor or any other third party under the Contract Documents. Nothing contained in this Article 13 shall be construed to shorten any periods of limitation with respect to other obligations of Contractor under the Contract Documents that are for longer specified periods. Establishment of the Guarantee To Repair Period in no way limits either Contractor's liability for Defective Work or the time within which proceedings may be commenced to enforce Contractor's obligations under the Contract Documents.

13.4 ACCEPTANCE OF NONCONFORMING WORK

Notwithstanding any other provisions of the Contract Documents to the contrary, the County shall have the option, exercised in its sole and absolute discretion after notice to Contractor, in lieu of requiring that Defective Work be remedied or corrected, to reduce the Contract Price to reflect the reduced value of the performance received by County. Such option shall be exercised solely by written notice to Contractor and shall not be implied from any act or omission by County. If there are no remaining payments of the Contract Price to be made to Contractor, or if the remaining payments and retention are insufficient to cover the amount of the reduction of the Contract Price, Contractor shall promptly pay to County the amount of any such deficiency.

**ARTICLE 14
MISCELLANEOUS PROVISIONS**

14.1 GOVERNING LAW

The interpretation and enforcement of the Construction Contract and other Contract Documents and of the performance by the parties thereunder shall, notwithstanding application of the principles of conflicts of laws, be governed by the laws of the State of California. The Superior Court for the County of Riverside shall have exclusive jurisdiction and venue over any legal proceedings arising out of or involving the interpretation or enforcement of, or other matters relating to, the Construction Contract, the other Contract Documents or the performance of the parties thereunder.

14.2 TIME OF ESSENCE

All time limits stated in the Contract Documents relative to Contractor's performance of its obligations under the Contract Documents are of the essence.

14.3 SUCCESSORS AND ASSIGNS

The Construction Contract and other Contract Documents shall be binding on successors, assigns and legal representatives of County and Contractor, respectively. Contractor shall not assign, sublet or transfer an interest in or claim under this Construction Contract without advance written approval of County, which approval may be granted or withheld by County in its sole and absolute discretion, and any assignment, subletting or transfer without written approval by County shall be deemed void from its inception. Any assignment, subletting or transfer, whether or not approved by County, will not release Contractor from any of its obligations under the Contract Documents to County. County shall have the right to assign, sublet or transfer its interest in or any claim under the Construction Contract upon written notice to Contractor.

14.4 WRITTEN NOTICE

Any notice from one party to the other or otherwise under the Contract Documents shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall be deemed to have been duly served if served in the following manner, and in accordance with Civil Code §8100 et seq.:

14.4.1 Notice to County. If notice is given to County: (1) by personal delivery thereof to County; or (2) by depositing same in United States mail, enclosed in a sealed envelope addressed to County at Facilities Management, 3133 Mission Inn Avenue, Riverside CA 92507, and to such other address as set forth in the Bidding Documents as the location for submission of Bids and sent by registered or certified mail with postage prepaid, or express mail or overnight delivery by an express mail carrier; or (3) by leaving the notice and mailing a copy in the manner provided in Code of Civil Procedure §415.20.

14.4.2 Notice to Contractor. If notice is given to Contractor: (1) by personal delivery thereof to Contractor; or (2) by depositing same in United States mails, enclosed in a sealed envelope addressed to Contractor at its address stated in the Construction Contract, or if none is so stated at the address on the records of the Contractor's State License Board and sent by registered or certified mail with postage prepaid or express mail or overnight delivery by an express mail carrier; or (3) by leaving the notice and mailing a copy in the manner provided in Code of Civil Procedure §415.20.

14.4.3 Notice to Claimant. If notice is given to a claimant as defined in Civil Code §8004: (1) by personal delivery thereof to claimant; or (2) by depositing same in United States mail, enclosed in a sealed envelope addressed to claimant at its address stated in: a preliminary notice, stop payment notice, or claim against a payment bond; or on the records of the Contractor's State License Board; and sent by registered or certified mail with postage prepaid or express mail or overnight delivery by an express mail carrier; or (3) by leaving the notice and mailing a copy in the manner provided in code of Civil Procedure §415.20.

14.4.4 Notice to Surety. If notice is given to the Surety: (1) by personal delivery to the Surety; or (2) by depositing same in United States mail, enclosed in a sealed envelope, addressed to the Surety at the address of the

Surety shown in the applicable Performance Bond or Payment Bond, or if none is shown, the address on the records of the Department of Insurance, and sent by registered or certified mail with postage prepaid or express mail or overnight delivery by an express mail carrier; or (3) by leaving the notice and mailing a copy in the manner provided in Code of Civil Procedure §415.20.

14.5 RIGHTS AND REMEDIES

14.5.1 **County Rights.** Rights and remedies available to the County under the Contract Documents are in addition to and not a limitation of County's rights and remedies otherwise available under other provisions of the Contract Documents or Applicable Laws.

14.5.2 **Writing Required.** Provisions of the Contract Documents may be waived by County only in writing signed by the Director stating expressly that it is intended as a waiver of specified provisions of the Contract Documents.

14.5.3 **Subsequent Breach.** A waiver by either party of any breach of any term, covenant, or condition contained in the Contract Documents shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained therein whether of the same or a different character.

14.6 NO NUISANCE

Contractor shall not maintain, commit or permit the maintenance or commission of any nuisance in connection with the performance of Work.

14.7 EXTENT OF AGREEMENT

The Contract Documents represent the full and complete understanding of every kind or nature between the parties and all preliminary negotiations and prior representations, proposals and contracts, of whatever kind or nature, are merged herein and superseded hereby. No verbal agreement or implied covenant shall be held to vary the provisions of the Contract Documents. Any modification of this Construction Contract or the other Contract Documents will be effective only by written instrument signed by both County and Contractor and shall, if required by Applicable Laws, be formally approved or ratified by the Board of Supervisors.

14.8 NO THIRD-PARTY RIGHTS

Nothing contained in the Construction Contract or the other Contract Documents is intended to make any person or entity who is not a signatory to this Construction Contract a third-party beneficiary of any right of Contractor (including, without limitation, any right of Contractor to a benefit derived from, or to the enforcement of, an obligation assumed by County) that is expressly or impliedly created by the terms of the Contract Documents or by operation of Applicable Laws.

14.9 SEVERABILITY

Should any part, term, portion or provision of the Construction Contract or the other Contract Documents, or the application thereof to any party or circumstance, be held to be illegal, invalid or in conflict with Applicable Laws, or otherwise be rendered unenforceable or ineffectual, the validity of the remaining parts, terms, portions or provisions, or the application thereof to any other party or circumstances, shall be deemed severable and the same shall remain enforceable and valid to the fullest extent permitted by Applicable Laws.

14.10 PROVISIONS REQUIRED BY APPLICABLE LAWS

Each and every provision of law and clause required by Applicable Laws to be inserted in the Construction Contract or other Contract Documents shall be deemed to be inserted in the Contract Documents shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted or if inserted and requires correction, then upon request of either party these General Conditions shall forthwith be amended by the parties to the Construction Contract to make such insertion or correction.

14.11 SURVIVAL

All provisions of the Contract Documents that either expressly, or by their nature, require performance or assumption by Contractor of an obligation that extends beyond termination of the Construction Contract or Final Completion of the Work, including, without limitation, Contractor's obligations of, or relating to, indemnification, insurance, ownership of documents, retention and audit of books and records, warranties and guaranties and resolution of Claims shall be deemed to survive either termination of the Construction Contract or Final Completion of the Work.

14.12 FEDERAL GRANTS

In the event of a federal grant or other federal financing participation in the funding of the Project, Contractor shall, as required in connection with, or as a condition to, such federal grant or other federal financing participation, permit access to and grant the right to examine its books covering its services performed and expenses incurred under the Construction Contract or other Contract Documents by the federal agency and comply with all applicable federal agency requirements including, without limitation, those pertaining to work hours, overtime compensation, non-discrimination, and contingent fees.

14.13 PROHIBITED INTERESTS

Contractor agrees not to accept any employment or representation which will, or is likely to, make Contractor "financially interested" (as provided in California Government Code §§1090 and 87100, hereinafter "financially interested") in any decision made by County on any matter in connection with which Contractor has been retained in connection with the Project. Without limitation to the foregoing, transactions and interests prohibited by this Section 14.13 include the following: (1) no official or employee of County who is authorized in such capacity and on behalf of County to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting or approving any architectural, engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, shall become directly or indirectly financially interested in the performance of the Construction Contract or in any part thereof; (2) no officer, employee, architect, attorney, engineer or inspector of or for County who is authorized in such capacity and on behalf of County to exercise any executive, supervisory or other similar functions in connection with Construction Contract or in any part thereof; and (3) Contractor shall receive no compensation hereunder, and shall repay County for any compensation received by Contractor hereunder, should Contractor or any of the Subcontractors aid, abet or knowingly participate in violation of this Section 14.13.

14.14 ASSIGNMENT OF ANTI-TRUST ACTIONS

California Public Contract Code §7103.5(b), which is hereby incorporated by this reference, provides:

"In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, contractor or the subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act, (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to Contractor, without further acknowledgement by the parties."

Contractor for itself and all the Subcontractors agrees to assign to County all rights, title and interest in and to all such causes of action Contractor and all the Subcontractors may have in connection with purchases related to or under the Contract Documents. This assignment shall become effective at the time County tenders Final Payment to Contractor, and Contractor shall require assignments from all the Subcontractors to comply herewith.

14.15 NO WAIVER

County's approval, acceptance, use or payment for any or part of Contractor's performance of the Work shall not in any way alter Contractor's obligations, or waive any of County's rights, under Contract Documents.

14.16 CONSENT TO PHOTOGRAPHING

Contractor is advised that County intends, from time to time, to take photographs, videotapes and/or motion pictures of the Work, and workers located on the Site and proximate settings. Contractor consents to the use of Contractor's name and likeness in instructional or training uses, news releases, advertising and/or publicity throughout the world in perpetuity, in all media now known or hereafter invented. Contractor shall include in its contracts with its Subcontractors a consent by the Subcontractor to the use of Subcontractor's name and the likenesses of its employees on the same terms as provided for herein applicable to such consent by Contractor.

ARTICLE 15 DEFAULT, TERMINATION AND SUSPENSION

15.1 COUNTY REMEDIES FOR DEFAULT

15.1.1 **Event of Default.** Each and any of the following shall be considered an Event of Contractor Default:

.1 Contractor files a petition, or has filed against it a petition, for bankruptcy or is adjudged bankrupt;

.2 Contractor makes a general assignment for the benefit of its creditors;

.3 a receiver is appointed on account of Contractor's insolvency;

.4 Contractor defaults, by failing or refusing to perform any material obligation set forth in the Construction Contract, General Conditions or elsewhere in the Contract Documents (including, without limitation, the performance or installation of Defective Work) and thereafter: if the default can be cured within three (3) Days, Contractor fails or refuses after commencing to cure to fully cure such default within three (3) Days after receipt of written notice of default; or (2) if the default cannot be fully cured within three (3) Days, Contractor fails after commencing to cure in to diligently and continuously prosecute and fully cure such default after receipt of such written notice;

.5 Contractor fails or refuses to perform a material obligation set forth in the Construction Contract, General Conditions or other Contract Documents that cannot be cured;

.6 a material breach of any other agreement between County and Contractor as provided in Paragraph 15.1.9, below; or

.7 if Contractor was previously prequalified as a condition for its bidding the Project pursuant to a Prequalification conducted by County, Contractor's prequalification status has been revoked or cancelled due to any of the following: (1) receipt by County of new information indicating that a statement made in Contractor's Prequalification Submittal (as defined in the Prequalification Documents) was false or misleading; (2) ownership of 50% of more of the stock or assets Contractor has changed; (3) if Contractor is a Project Joint Venture, its Principal Managing Partner (as those terms are defined in the Prequalification Documents) has ceased to function, or fully function, in the capacity of a Principal Managing Partner; or (4) Contractor has failed to comply with the requirements of the Prequalification Documents pertaining to minimum safety Prequalification requirements for Subcontractors.

15.1.2 **County's Remedies.** Without limitation to the County's other rights or remedies under the Contract Documents or Applicable Laws, if there is an Event of Contractor Default, County shall have the right to exercise any one or more of the following remedies:

.1 **Take Over Work.** County may, without terminating the Construction Contract and without incurring any additional liability or responsibility to Contractor (including, without limitation, any obligation to agree to a Contract Adjustment for any portion of the taken-over or non-taken-over Work), take over and perform, or engage others to perform, all or a portion of the Work.

.2 **Suspend Work.** County may, without terminating the Construction Contract and without incurring any additional liability or responsibility to Contractor (including, without limitation, any obligation to agree to a

Contract Adjustment for any portion of the suspended or non-suspended Work), suspend Contractor's performance of all or a portion of the Work for as long a period of time as the County determines, in its sole discretion, is appropriate.

.3 Termination. County may, without incurring any additional liability or responsibility to Contractor, terminate the Construction Contract, the Work or any portion thereof.

.4 Surety. If there is an Event of Contractor Default pursuant to any of Subparagraphs 15.1.1.1 through 15.1.1.5, above, County may, with or without terminating the Construction Contract and without incurring any additional liability or responsibility to Contractor or Surety (including, without limitation, any obligation to agree to a Contract Adjustment), exercise its rights under the Performance Bond furnished by Contractor by giving Surety ten (10) Days' written notice of demand to perform; provided, however, that if the Surety fails, within seven (7) Days after receipt by Surety of written demand, to deliver to the County written notice of its unconditional intention to perform or does not commence performance of the Work within ten (10) Days from receipt of such notice of demand, the County may, at Contractor's Own Expense and/or the expense of the Surety, and with or without terminating the Construction Contract, proceed to complete the Work by any other means County deems expedient. By executing its Performance Bond incorporating the terms of the Construction Contract, Surety shall be deemed to have agreed, without limitation, to the provisions of this Paragraph 15.1.2 as constituting a binding obligation of Surety under its Performance Bond that shall control over any conflicting provisions set forth in the Performance Bond. Neither delivery by Surety of such written notice of unconditional intention to perform nor its timely performance of the Work in accordance with the terms of the Contract Documents and Performance Bond shall constitute waiver by Surety of any rights it may have under the Performance Bond and Applicable Laws to limit its liability to the penal amount of the Performance Bond.

15.1.3 Contractor Tools, Equipment. Upon County's exercise of one or more of its remedies following an Event of Contractor Default, County shall have the right, but not the obligation, to perform or complete all or any portion of the Work using any means that County may deem expedient, including, without limitation, taking possession and utilization of any or all of the materials, equipment, appliances, tools, plant and other property not owned by Contractor that are on the Site for County's use in performing the Work.

15.1.4 Contractor Obligations. Upon exercise by County of its remedies following an Event of Contractor Default, Contractor shall, unless County directs in writing otherwise, do the following:

.1 immediately discontinue performance of the Work to the extent specified in writing by County;

.2 remove no materials, equipment or tools (other than those owned by Contractor and not necessary for performance of a portion of the Work not terminated or discontinued) from the Site unless directed to do so by County and take all actions necessary or appropriate, or that the County may direct in writing, for the protection and preservation of the Work, any materials, equipment or tools at the Site and any materials or equipment in transit to the Site;

.3 place no further orders or subcontracts for materials, equipment, services or facilities, except as may be necessary for Contractor to continue performance of such portion, if any, of the Work that is not discontinued or terminated by County in its written notice;

.4 provide to the County, in writing, no later than two (2) Days after request by County, a statement listing or providing: (1) all subcontract agreements, purchase orders and contracts that are outstanding, as well as any change orders, amendments and modifications thereto; (2) the status of invoicing, payments and balance owing under each such subcontract agreement, purchase order and contract; (3) the status of performance and any claims asserted under each such subcontract agreement, purchase order and contract; and (4) providing such other information as the County may determine to be necessary in order to decide whether to accept assignment of any such subcontract agreement, purchase order or contract;

.5 promptly following and in accordance with County's written direction: (1) assign to the County or its designee those subcontract agreements, purchase orders or contracts, or portions thereof, that the County elects in writing to accept by assignment; (2) cancel, on the most favorable terms reasonably possible, any subcontract agreement, purchase order or contract, or portion thereof, that the County does not elect to accept by assignment; and (3) if requested by County, settle, with the prior written approval of County of the terms of settlement, outstanding liabilities to Subcontractors with respect to the Work terminated or discontinued;

6. not terminate any insurance required by the Contract Documents;
7. thereafter continue only such performance as may be directed by County;
8. deliver to the County the documents required to delivered pursuant to Paragraph 1.3.6, above;

and

9. at the written request and option of County, exercised in its sole discretion, deliver to the County, and transfer title to the County of, any completed items, materials, products, equipment or other unincorporated parts of the Work that have not been previously delivered to the Site.

15.1.5 Accounting and Payment

.1 Full Termination or Discontinuance.

(1) **Further Payment.** In the event an exercise by County of any of its remedies following an Event of Contractor Default results in a termination or discontinuance of the entire Work, then no further payment shall be due to Contractor for the Work until an accounting has been conducted in accordance with this Paragraph 15.1.5.

(2) **Time for Accounting.** Within forty-five (45) Days after Final Completion of the Work by Contractor, Surety, County or others at request of County, an accounting shall be made pursuant to this Paragraph 15.1.5 of the amount due to Contractor or County.

(3) **Payment Amount.** If, based on the accounting conducted pursuant to this Paragraph 15.1.5, the Contractor Amount exceeds the County Amount, then the difference shall be paid by County to Contractor within fifteen (15) Days after demand by Contractor following completion of such accounting. If the County Amount exceeds the Contractor Amount, then the difference shall be paid by Contractor to County within fifteen (15) Days after demand by County following completion of such accounting. Payment by Contractor of the amount due to County pursuant to such accounting shall not be construed as a release of Contractor's obligation to County for, or County's right to recover from Contractor, any Losses, of any kind whatsoever, not part of the calculation of the County Amount (including, without limitation, additional Losses related to circumstances that formed the basis for calculation of the County Amount) that may be then or thereafter owing to or recoverable by County under Applicable Laws or the Contract Documents.

(4) **Contractor Amount.** The Contractor Amount used as the basis for payment pursuant to the accounting under this Paragraph 15.1.5 shall be calculated as follows:

(a) take a portion of the Contract Price determined by multiplying (i) the Contract Price, by (ii) the County's Good Faith Determination of the percentage of the Work properly performed by Contractor and (A) in permanent place, (B) previously fabricated and delivered to the Site or (C) fabricated and en route for delivery to the Site and delivered to the Site within a reasonable time after Contractor's receipt of such written notice; and

(b) subtract therefrom all amounts previously paid by County to Contractor or to Subcontractors.

(5) **County Amount.** The County Amount used as the basis for payment pursuant to the accounting under this Paragraph 15.1.5 shall be calculated based on the sum of all past, present and future Losses to County resulting or reasonably certain to result, directly or indirectly, from any or all of the following: (a) any negligence, willful misconduct, or Defective Work on the part of Contractor or any Subcontractor; (b) any Event of Contractor Default, whether or not constituting the basis of the County's termination or discontinuance; (c) the County's exercise of its rights and remedies under and in accordance with the Contract Documents or Applicable Laws following the occurrence of an Event of Contractor Default; and (d) the payment by County of amounts to Contractor or any Subcontractor that were not owing to Contractor or that were in excess of the amount to which Contractor was entitled under the Contract Documents.

.2 Partial Termination or Discontinuance. In the event an exercise by County of its remedies for an Event of Contractor Default results in a discontinuance or termination of only a portion of the Work, then the Contract Price and Contract Time shall be adjusted under the provisions of Article 7 and Article 8, above, applicable to Deleted Work. Contractor shall thereafter continue to be paid for its performance of the other portions of the Work in accordance with the terms of the Contract Documents, less any amounts that County is entitled to withhold under the terms of the Contract Documents.

.3 Exclusive Compensation. Contractor agrees to accept such amounts, if any, as allowed under this Paragraph 15.1.5 as its sole and exclusive compensation in the event of an exercise by County of its remedies permitted by the Contract Documents or Applicable Laws following an Event of Contractor Default.

15.1.6 Surety. Without limitation to any of the County's other rights or remedies under a Performance Bond furnished by Contractor, Contract Documents or Applicable Laws, the County has the right to suspend, take over or terminate the performance of the Work by Surety in the event of any of the following: (1) failure of Surety or its contractors to begin the Work within a reasonable time in such manner as to ensure full compliance with the Contract Documents within the Contract Time; (2) abandonment of the Work by Surety or its contractors; (3) if at any time the County makes a Good Faith Determination that the Work is unnecessarily or unreasonably delayed by Surety or its contractors; (4) violation by Surety or its contractors of any terms of the Contract Documents, Performance Bond or Applicable Laws; or (5) failure by Surety or its contractors to follow instructions of the County for performance of the Work or for performance of the Work within the Contract Time. By executing its Performance Bond incorporating the terms of the Construction Contract, Surety shall be deemed to have agreed, without limitation, to the provisions of this Paragraph 15.1.6 as constituting a binding obligation of Surety under its Performance Bond that shall control over any conflicting provisions set forth in the Performance Bond.

15.1.7 Conversion. In the event a termination for cause by the County is adjudged by a court or by binding arbitration conducted in accordance with the Contract Documents to have been wrongful, such termination shall be deemed converted to a termination for convenience pursuant to Section 15.3, below, in which case Contractor agrees to accept such amount, if any, as permitted by Paragraph 15.3.3, below, as its sole and exclusive compensation and agrees to waive any right to recovery of any other compensation or Loss, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity or other consequential, direct, indirect or incidental damages, of any kind.

15.1.8 Substantial Performance Waived. The legal doctrine that a contractor may recover for substantial performance of a building contract is to have no application to the Construction Contract. Any Event of Contractor Default, whether occurring before or after the Work is Substantially Completed, shall give rise to the right of County to exercise its remedies permitted under the Contract Documents or Applicable Laws.

15.1.9 Cross Default. Contractor agrees that a breach of any other agreement between Contractor and County, whether related or unrelated to the Project, that is not cured in accordance with the terms of such other agreement constitutes an Event of Contractor Default under the Construction Contract, thereby entitling County to assert all its rights and remedies hereunder including, but not limited to, a specific right of off set by County against any amounts otherwise payable to Contractor under the Construction Contract or any other agreement between Contractor and County.

15.1.10 Rights Cumulative. All of County's rights and remedies under the Contract Documents are cumulative, and shall be in addition to and not a limitation upon those rights and remedies available under Applicable Laws.

15.1.11 Materiality. Designation in the Contract Documents of certain defaults as "material" shall not be construed as implying that other defaults not so designated are not material.

15.1.12 County Action. No termination or action taken by County after termination shall prejudice any rights or remedies of County provided by Applicable Laws or by the Contract Documents, including, without limitation, the right of County to proceed against Contractor to recover all Losses suffered by reason of Contractor's default.

15.2 SUSPENSION BY COUNTY FOR CONVENIENCE

15.2.1 **Suspension Order.** Without limitation to the County's rights under Section 15.1, above, County may, at any time, for its convenience and without the occurrence of any Event of Contractor Default, order Contractor, in writing, to suspend, delay or interrupt performance of the Work, in whole or in part. Upon receipt of such an order, Contractor shall comply with its terms and take all reasonable steps to minimize additional costs that are incurred applicable to the portion of the Work suspended, delayed or interrupted by County.

15.2.2 **Resumption.** If an order issued by the County pursuant to this Section 15.2 is canceled or expires, Contractor shall resume and continue with the previously affected portion of the Work. In such event, Contractor shall be entitled to a Contract Adjustment for additional Allowable Costs necessarily caused by such order and compensation allowed under Section 4.3 of the Construction Contract for Compensable Delay; provided, however, that no such Contract Adjustment shall be made: (1) to the extent that performance either is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor or any of the Subcontractors is responsible or for which Contractor would not be entitled to a Contract Adjustment; or (2) to the extent that a Contract Adjustment on account thereof is made or denied under another provision of the Contract Documents.

15.2.3 **Limitation.** The provisions of this Section 15.2 shall not apply unless a written order is issued by County pursuant to this Section 15.2.

15.3 TERMINATION BY COUNTY FOR CONVENIENCE

15.3.1 **Right to Terminate for Convenience.** Without limitation upon any of County's other rights or remedies under the Contract Documents or Applicable Laws, County shall have the option, at its sole discretion and without the occurrence of any Event of Contractor Default or any other cause, to terminate the Construction Contract or Work, in whole or in part, for its convenience by giving five (5) Days written notice to Contractor.

15.3.2 **Contractor Obligations.** Upon receipt of notice of termination for convenience pursuant to this Section 15.3, Contractor shall, unless such notice directs otherwise, comply with all of the provisions of Paragraph 15.1.4, above.

15.3.3 **Contractor Compensation.** Following a termination for convenience pursuant to this Section 15.3 and within sixty (60) Days after receipt of a complete and timely Application for Payment from Contractor, an accounting shall be conducted in accordance with the process set forth in Paragraph 15.1.5, above. In such event, the amount due to Contractor shall be the Contractor Amount as calculated in the same manner provided for in Paragraph 15.1.5, above, except that there shall be added to the calculation of the Contractor Amount an amount for: (1) the reasonable, actual and direct Allowable Costs incurred and paid by Contractor (and not by Subcontractors) for (a) demobilizing Contractor's facilities from the Site, and (b) Contractor's administering the close out of its participation in the Project for a period of no longer than fifteen (15) Days; plus (2) a markup to Contractor on the Contractor's Allowable Costs incurred under Clause (1) of this Paragraph 15.3.4 that is based on the percentage for Allowable Markup that Contractor is permitted to charge pursuant to Article 7, above, for Compensable Changes involving Extra Work that is Self-Performed Work.

15.3.4 **Exclusive Compensation.** Contractor agrees to accept the compensation allowed under Paragraph 15.3.3, above, as its sole and exclusive compensation in the event of a termination by County for convenience and waives any claim for Loss related to County's termination for convenience, including, but not limited to, loss of anticipated profits, loss of revenue, lost opportunity, or other consequential, direct, indirect, or incidental damages, of any kind.

15.3.5 **Subcontractors.** Contractor shall include provisions in all of its subcontracts, purchase orders and other contracts with the Subcontractors permitting termination for convenience by Contractor on terms that are consistent with, and that afford no greater rights of recovery against Contractor for termination than are afforded to Contractor under, this Section 15.3.

15.4 TERMINATION BY CONTRACTOR

15.4.1 **Contractor's Remedies.** Subject to the provisions of Paragraph 15.4.2, below and Paragraph 15.4.3, below, Contractor's sole right to terminate the Construction Contract shall be its right to terminate, for cause only, upon the occurrence of either of the following:

.1 the entire Work is stopped for one hundred sixty (160) consecutive Days, through no act or fault of Contractor or any of the Subcontractors, of any Tier, or any employee or agent of any of them, due to issuance of an order of a court or other Governmental Authority or due to a declaration of a national emergency making material unavailable; or

.2 the entire Work is suspended by Contractor, in accordance with a proper exercise by Contractor of its rights under Section 9.8, above, for a continuous period of thirty (30) Days.

15.4.2 **Notice of Intention to Terminate.** If one of the reasons to terminate as described in Paragraph 15.4.1, above, exists, Contractor may, upon thirty (30) Days written notice to County, terminate the Construction Contract and recover from County as its sole and exclusive compensation such sums as are permitted under Paragraph 15.3.3, above.

15.4.3 **Continuous Performance.** Provided that Contractor is paid undisputed sums due in accordance with the requirements of the Construction Contract, Contractor shall not stop, delay or interrupt continuous performance of the Work by reason of any dispute or disagreement with County, including, without limitation, any disputes or disagreements over payments of money claimed due under the Contract Documents.

15.5 WARRANTIES

All obligations of Contractor and the Subcontractors under the Contract Documents with respect to warranties and guarantees of the Work will continue in force and shall apply, notwithstanding a termination or other discontinuance of the Work by County or Contractor pursuant to an exercise of rights by either under this Article 15, to any portion of the Work that at the time of such termination or discontinuance has been completed or partially completed by Contractor to the point that it is substantially ready (exclusive of any incidental work that may be needed to connect such portion to other Work or other Work or Existing Improvements or to energize such portion of the Work for operation) for use or occupancy by County.

ARTICLE 16 NON-DISCRIMINATION

16.1 NON-DISCRIMINATION IN SERVICES

16.1.1 Contractor must, in accordance with Applicable Laws, not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability. For the purpose of this Section 16.1, discrimination in the provision of services may include, but is not limited to the following:

.1 denying any person any service or benefit or the availability of a facility;

.2 providing any service or benefit to any person which is not equivalent to, or is in a non-equivalent manner or at a non-equivalent time from, that provided to others;

.3 subjecting any person to segregation or separate treatment in any manner related to the receipt of any service;

.4 restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; or

.5 treating any person differently from others in determining admission, enrollment, eligibility, membership, or any other requirement or condition which persons must meet in order to be provided any service or benefit.

16.1.2 Contractor shall ensure that services are provided without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability.

16.1.3 Contractor shall establish and maintain written procedures under which any person applying for, performing or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination. Such persons shall be advised by Contractor of these procedures. A copy of such procedures shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

16.2 NON-DISCRIMINATION IN EMPLOYMENT

Contractor must, in accordance with Applicable Laws, not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability. Without limitation to any other provisions of this Section 16.2, in the performance of the obligations under the Contract Documents, Contractor and the Subcontractors shall comply with all applicable provisions of the California Fair Employment Practices Act (California Government Code §§12940-48) and the applicable equal employment provisions of the Civil Rights Act of 1964 (42 U.S.C. §§200e - 217), whichever is more restrictive. Contractor and the Subcontractors shall ensure that qualified applicants are employed and that employees are treated during employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with requirements of Applicable Laws. Such shall include, but not be limited to, the following:

.1 employment, promotion, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; or

.2 selection for training, including apprenticeship.

16.2.1 Contractor agrees to post in conspicuous places in each of Contractor's facilities providing services hereunder, available and open to employees and applicants for employment, notices setting forth the provisions of this Section 16.2.

16.2.2 Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with requirements of Applicable Laws.

16.2.3 Contractor shall send to each labor union, or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or the workers' representative of Contractor's commitments under this Section 16.2.

16.2.4 Contractor certifies and agrees that it will deal with the Subcontractors, bidders and vendors without regard to race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability, in accordance with the requirements of Applicable Laws.

16.2.5 In accordance with Applicable Laws, Contractor shall allow duly authorized representatives of the County, State, and Federal government access to its employment records during regular business hours in order to verify compliance with the provisions of this Section 16.2. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the provisions of this Section 16.2.

16.2.6 If County finds that any of the provisions of this Section 16.2 have been violated by Contractor or any of the Subcontractors, such violation shall constitute a material breach of the Construction Contract for which County may cancel, terminate or suspend the Construction Contract. While County reserves the right to determine independently that the anti-discrimination provisions of the Construction Contract have been violated, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission

that Contractor or the Subcontractor has violated State or Federal anti-discrimination laws shall constitute a finding by County that Contractor or the Subcontractor has violated the provisions of this Section 16.2.

16.2.7 Contractor hereby agrees that it will comply with §504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and similar Applicable Laws relating to employment of or access to persons with disabilities, all requirements imposed by applicable Federal Regulations, and all guidelines and interpretations issued pursuant thereto, to the end that no qualified disabled person shall, on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity of Contractor receiving Federal Financial Assistance.

END OF GENERAL CONDITIONS

**Exhibit C-1 – PERFORMANCE BOND
(100% of Contract Price)**

KNOW ALL PERSONS BY THESE PRESENTS:

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

County of Riverside Emergency Operations Center (FM08200010822)

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

WHEREAS, said Principal is required under the terms of the Contract and by California Public Contract Code section 20129(b) to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, we, the Principal, and _____ ("Surety"), an admitted surety insurer pursuant to code of Civil Procedure, Section 995.120, are held and firmly bound unto the County in the penal sum of Eighteen Million Five Hundred Thousand DOLLARS (\$18,500,000), lawful money of the United States, for the payment of which sum well and truly to be made we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents, to:

- Perform all the work required to complete the Project; and
- Pay to the County all damages the County incurs as a result of the Principal's failure to perform all the Work required to complete the Project.

The condition of the obligation is such that, if the above bounden Principal, his or its heirs, executors, administrators, successors, or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions, and agreements in the Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warranties of materials and workmanship, and shall indemnify and save harmless the County, its trustees, officers and agents, as therein stipulated, then this obligation shall become null and void, otherwise it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the County from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the County's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Principal shall be, and is declared by County to be, in default under the Contract, the Surety shall promptly either remedy the default, or, if the Contract is terminated by County or the Principal's performance of the Work is discontinued, Surety shall promptly complete the Contract

through its agents or independent contractors, subject to acceptance of such agents or independent contractors by County as hereinafter set forth, in accordance with its terms and conditions and to pay and perform all obligations of Principal under the Contract (including, without limitation, all obligations with respect to payment of liquidated damages) subject to the penal amount of this bond as set forth above.

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the Contract or to the work or to the specifications.

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

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20__.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT

Exhibit C-1 PAYMENT BOND
Contractor's Labor & Material Bond
(100% of Contract Price)

KNOW ALL PERSONS BY THESE PRESENTS:

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

County of Riverside Emergency Operations Center (FM08200010822)

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

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and _____, ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of Eighteen Million Five Hundred Thousand DOLLARS (\$18,500,000), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the _____ day of _____, 20____.

(Affix Corporate Seal)

Principal

By

Surety

By

Name of California Agent of Surety

Address of California Agent of Surety

Telephone Number of California Agent of Surety

Bidder must attach a Notarial Acknowledgment for all Surety's signatures and a Power of Attorney and Certificate of Authority for Surety. The California Department of Insurance must authorize the Surety to be an admitted surety insurer.

END OF DOCUMENT



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**RUHNAU
CLARKE**
ARCHITECTS

**COUNTY OF RIVERSIDE
FACILITIES MANAGEMENT
DEPARTMENT**

Western County of Riverside
Emergency Operations Center
FM08200009155

**STATEMENT OF QUALIFICATIONS
AND PROPOSAL**

JULY 20, 2020

SUBMITTED BY

Hensel Phelps
18850 Von Karman Avenue
Suite 100
Irvine CA 92612
O 949 852 0111
Andrew Millar
amillar@henselphelps.com



COUNTY

COUNTY ADMINI



HENSEL PHELPS

Plan. Build. Manage.

July 20, 2020

Erik Sydow, Project Manager
County of Riverside
Facilities Management Department
3133 Mission Inn Avenue
Riverside, CA 92507

RE: Request for Qualifications and Proposals for Western County of Riverside Emergency Operations Center

Dear Mr. Sydow:

It is with great excitement that the Hensel Phelps + Ruhnau Clarke team submits our qualifications and proposal to deliver the Western County of Riverside Emergency Operations Center project for the County of Riverside.

Your team is looking for a design-build partner who is dedicated to delivering your project in an accelerated fashion. Hensel Phelps + Ruhnau Clarke is that team to design and build this project for the County of Riverside. Our team pairs Hensel Phelps, the 2019 ENR California Contractor of the Year, and Ruhnau Clarke, one of the most locally transformative architecture firms in Riverside County. Our team is rounded out with support from Albert A. Webb Associates, KPFF Structural, ACCO Mechanical, Helix Electric, Salas O'Brien, Cosco Fire Protection, SLS Fire Life Safety, and Syska Hennessy Group. Our history of delivering world-class projects with these core team members will bring a productive mindset to successfully delivering this project.

Our team's cumulative experience providing solutions for over 2,700 projects with Emergency Operations Centers and Command Centers in the US and 1,018 projects in California makes this team uniquely qualified to deliver an exceptional facility unique to Riverside. This experience enforces our ability to deliver projects on time, under budget, and safely. We have a passion for partnering and knowledge for delivering design-build programs focused on stakeholder engagement, and naturally creating a single collaborative environment for our clients and partners. Hensel Phelps is currently the design-builder for the \$368 million, 408,175 SF Southern California Consolidation project, a new headquarters for the California Air Resources Board in Riverside. This new facility will be one of the most extensive and most advanced vehicle emissions testing and research facilities in the world. It will also be the largest true net zero energy facility of its type in the world - producing much more energy than it uses. Ruhnau Clarke designed the county's flagship County Administrative Center. They have also worked in depth on the 450 E. Alessandro Blvd facility and performed a thorough assessment of the property for the Western Municipal Water District. This intimate understanding of both the project site and the building systems and spaces along with navigating a project through the County's processes, allows our team a three to four week head start on designing the solution for your critical project.

The Hensel Phelps + Ruhnau Clarke team understands what is required to deliver this project. Our team members are 100% committed to providing the resources necessary to deliver the services outlined in this RFQ/P. We acknowledge and accept the provisions of Addenda 1 to 3. Our team looks forward to collaborating with you to help you realize your vision of the Western County of Riverside Emergency Operations Center project.

Sincerely,
HENSEL PHELPS

Damian Buessing
Vice President / District Manager

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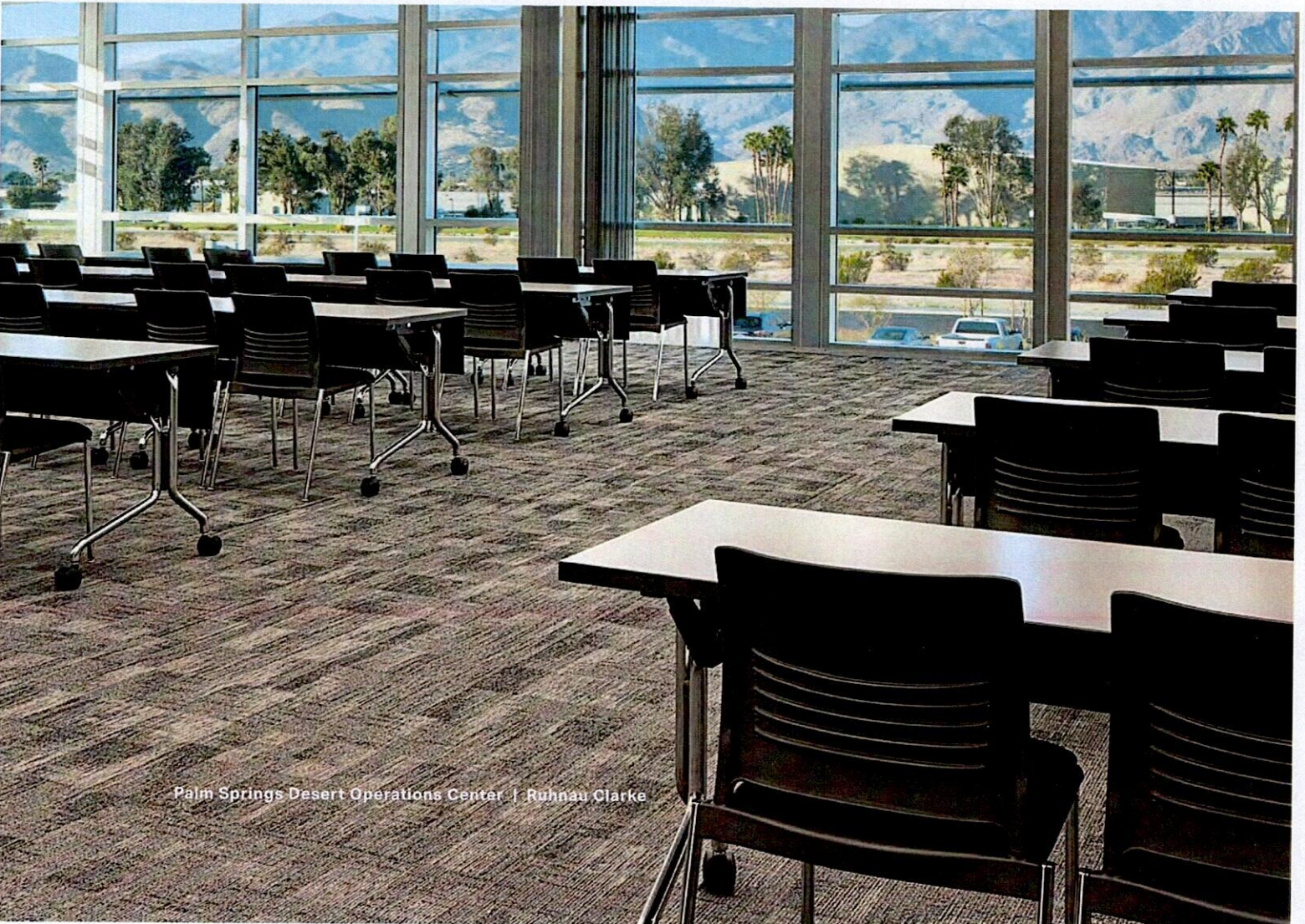
Pre-Requisite Information

Team Qualifications

Project Proposal



PRE-REQUISITE INFORMATION



Palm Springs Desert Operations Center | Ruhnau Clarke

Pre-Requisite Information

1. RESPONDENT INFORMATION

Entity name: Hensel Phelps Construction Co.

Main point of contact: Damian Buessing

Business Address: 18850 Von Karman Ave.

Suite 100

Phone: 949.852.0111 Cell: 949.584.7026

Email: DBuessing@henselphelps.com

Type of Entity (check one):

- Private corporation Limited liability company
 Partnership Joint venture Sole Prop. Other Assoc.

If respondent is a corporation, limited liability company, partnership, joint venture, or other legal entity then provide a copy of the organizational documents or agreement committing to for the organization. Please see following page for a copy of our partnership agreement.

Listing of all of the shareholders, partners or members, known at the time of statement of qualification submission who will perform work on the project:

Damian Buessing, Vice President and District Manager

Nick Trammer, Operations Manager

Ryan Knapp, General Superintendent

Michael Verrastro, Chief Estimator



**State of California
Secretary of State**

Statement of Partnership Authority

GP-1

File #

302016064013

Document #

45684

FILED *ML/R*
Secretary of State
State of California
MAR 04 2016

A \$70.00 filing fee must accompany this form.

IMPORTANT - Read instructions before completing this form.

100

This Space For Filing Use Only

Partnership Name

1. Name of Partnership

Hensel Phelps Construction Co., a Delaware general partnership

Office Addresses (Do not abbreviate the city. Items 2 and 3 cannot be P.O. Boxes.)

2. Street Address of Chief Executive Office	City	State	Zip Code:
420 Sixth Avenue	Greeley	CO	80631
3. Street Address of California Office, if any	City	State	Zip Code
		CA	
4. Mailing Address of Chief Executive Office, if different from Items 2 or 3	City	State	Zip Code

Names & Addresses of Partners (Complete Item 5 with the names and mailing addresses of all the partners (attach additional pages if necessary) OR leave Item 5 blank and proceed to Item 6. Any attachments to this document are incorporated herein by this reference.)

5. Name	Address	City	State	Zip Code
Hensel Phelps Parent 1 Inc.	420 Sixth Avenue	Greeley	CO	80631
Name	Address	City	State	Zip Code
Hensel Phelps Parent 2 Inc.	420 Sixth Avenue	Greeley	CO	80631
Name	Address	City	State	Zip Code

Appointed Agent (If Item 5 was not completed, complete Item 6 with the name and mailing address of an agent appointed and maintained by the partnership who will maintain a list of the names and mailing addresses of all the partners. If Item 5 was completed, leave Item 6 blank and proceed to Item 7.)

6. Name	Address	City	State	Zip Code

Authorized Partners (Enter the name(s) of all the partners authorized to execute instruments transferring real property held in the name of the partnership. Attach additional pages if necessary. Any attachments to this document are incorporated herein by this reference.)

7. Partner Name: Hensel Phelps Parent 1 Inc.	Partner Name:
Partner Name: Hensel Phelps Parent 2 Inc.	Partner Name:
Partner Name:	Partner Name:

Additional Information

8. Additional information set forth on the attached pages, if any, is incorporated herein by this reference and made part of this document.

Execution (This form must be signed by at least two partners. If additional signature space is necessary, the dated signature(s) with verification(s) may be made on an attachment to this document. Any attachments to this document are incorporated herein by this reference.)

9. I certify under penalty of perjury that the contents of this document are true.

Robert P. Majerus
Signature of partner

Robert P. Majerus, Vice President
Hensel Phelps Parent 1 Inc.
Type or Print Name of partner

Stephen J. Carrico
Signature of partner

Stephen J. Carrico, Vice President
Hensel Phelps Parent 2 Inc.
Type or Print Name of partner

2. PROJECT TEAM IDENTIFICATION AND ORGANIZATION

List legal entities or individuals that are part of the project team and how they are proposed to be organized for this project

Discipline	Name	License
Contractor	Hensel Phelps Construction Co.	CA #1020262
Specialty trades	ACCO Engineered Systems	CA #120696
	Helix Electric	CA #483309
	Cosco Fire Protection	C-10 / C-16 577621
Architect	Ruhnau Clarke Architects*	Roger Clarke - CA #21340; Bryan Dunaj - CA #33788
Sub-consultants	KPFF Consulting Engineers	Mark Hershberg - CA #S5078; Mark Nadal - CA #S5494
	Salas O'Brien	Roy L. Lopez - CA E-13442
	Albert A. Webb Associates *	Scott Hildebrandt - CA #C44762; Jennifer Gillen - CA #C71566
	SLS Consulting Inc.	Andrew J. Thul - CA FPE #1782
	Syska Hennessy Group	Eric Rochelson - CA CTS-D # 2340920, PSP # 22362
	ACCO Mechanical Engineer	Derrick Ramsey - CA #M32808

All business entities, design professionals, contractors and subcontractors proposed and needed to complete the project shall hold an appropriate license for their respective organization and discipline by the time of contract. Failure to possess the required license may deem the applicant as non-responsive, subject the forfeiture of security and loss of contract.

Provide information regarding any member of the project team having an instance of:

- (a) revocation or suspension of any license, credential or registration None
- (b) being the subject of a default or termination by owner None
- (c) ineligibility to bid pursuant to enforcement of the Labor Code, debarment, disqualification, or for any other reason None
- (d) conviction of a crime related to construction None
- (e) conviction of crime related to fraud, theft, or any other act of dishonesty None
- (f) found liable in a civil suit or found guilty in a criminal action for making any false claim
None
- (g) current involvement in a bankruptcy case None

* Riverside based firms

(h) operated under another name

Hensel Phelps Construction Co., a Delaware Corporation, was established on March 22, 1987. On January 1, 2016, Hensel Phelps underwent a restructure and is now Hensel Phelps Construction Co., a Delaware general partnership. The general partnership consists of two corporate general partners, Hensel Phelps Parent 1, Inc. and Hensel Phelps Parent 2, Inc. Both corporate general partners are Delaware corporations.

Ruhnau Clarke Architects - Prior to 9/11/2017, business operated under Ruhnau Ruhnau Clarke.

(i) any claim in excess of \$50,000 against a project owner

Hensel Phelps - Claims pursuant to contract are common in the construction industry, with any given project experiencing multiple requests for added or deleted work. Hensel Phelps does not track information regarding contract claims in the ordinary course of its business because, ordinarily, they are resolved amicably and rarely, if ever, lead to litigation. If you require information regarding any specific contract claim, please contact Scott Johnson, Assistant General Counsel, at 970.346.7355, or Mike Ballentine, Corporate Counsel, at 970.346.7360.

3. NOTARIZED BONDING CAPACITY

Evidence that establishes that the respondent has the capacity to obtain all required payment and performance bonding, liability insurance, and error and omissions insurance. Information concerning worker's compensation experience history and worker safety program

Provide notarized statement from a surety insurer admitted and authorized to issue bonds in the State of California which states that the General Contractor is able to obtain a bond for the value of the contract.

Please see following pages for a notarized statement from our surety insurer stating that Hensel Phelps is able to obtain a bond for the value of the project.



10825 E Geddes Ave.
Centennial, CO 80112-4591

Phone Number (720) 200-8412
Fax Number (720) 200-8398

July 16, 2020

Erik Sydow, Project Manager
County of Riverside
Facilities Management Department
3133 Mission Inn Avenue
Riverside, CA 92507

RE: Request for Qualifications – Western County of Riverside Emergency Operations Center
Riverside, CA
FM08200009155

Dear Mr. Sydow:

Travelers Casualty and Surety Company, Hartford, CT, (NAIC #19038, A.M. Best rating A++, XV) a subsidiary of The Travelers Companies, Inc. is an admitted surety as defined in the California Code of Civil Procedures Section 995.120, approved by the State of California Department of Insurance and authorized to issue bonds in the State of California. Travelers has extended surety credit to Hensel Phelps Construction Co. and its affiliated companies for more than 60 years in connection with contracts aggregating billions of dollars. It is our opinion that Hensel Phelps is one of the most outstanding design-build and general construction organizations in the United States. Their skill, integrity, and financial responsibility are unquestioned.

Our established work program for Hensel Phelps authorizes this organization to bid contracts with performance and payment bond obligations up to \$500 Million per project as part of a total \$9 Billion aggregate backlog of work. Hensel Phelps has sufficient bonding capacity available for the captioned project, coincidentally with current and anticipated workloads. Should you enter into a contract with Hensel Phelps, it is our present intention to provide performance and payment bonds as required.

Please note this authorization is subject to our standard underwriting throughout the proposal process, including a review of acceptable bond forms, contract financing, contract terms, and other standard underwriting considerations.

If you have any questions please contact the surety company or the surety agent:

Kris Fox, Travelers Casualty and Surety Company
10825 E Geddes Ave., Centennial, CO 80112-4591, (800) 525-8552

Royal Lovell, Flood and Peterson
P.O. Box 578, Greeley, CO 80632, (800) 356-2295

Sincerely,

Kelly T. Urwiller, Attorney-in-Fact
Travelers Casualty and Surety Company

State of Colorado)
County of Weld) ss.

On this 16th day of July, 2020, before me, Nadezda Chappell, Notary Public, personally appeared **Kelly T. Urwiller**, who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to in the foregoing instrument as the Attorney-in-Fact of the Travelers Casualty and Surety Company, a corporation organized and existing under the laws of the State of Connecticut, and having its principal office or place of business at Hartford, Connecticut, and acknowledged to me that the seal affixed to the foregoing instrument is the corporate seal of the corporation, that said instrument was executed in behalf of the corporation, and that said instrument was executed in behalf of the corporation by authority of its Board of Directors and of its By-laws, and that said Attorney-in-Fact acknowledged said instrument to be the free act and deed of the corporation.

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

WITNESS my hand and official seal.

nchappell
Nadezda Chappell



Notary Public: Weld County, Colorado
My commission expires: August 21, 2022



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

POWER OF ATTORNEY

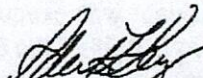
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 17th day of January, 2019.



State of Connecticut

City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 17th day of January, 2019, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized, so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Anna P. Nowik, Notary Public

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

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

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

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

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

I, Kevin E. Hughes, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 16th day of July, 2020.




Kevin E. Hughes, Assistant Secretary

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

4. PROOF OF LIABILITY, ERRORS AND OMISSIONS, AND WORKERS COMPENSATION INSURANCE

Provide liability insurance information for architect and contractor:
(either fill out form or provide within response)

Hensel Phelps Insured	Ruhnau Clarke Insured
Zurich American Insurance Company Carrier	Travelers Carrier
GLO369726415 Policy Number	6808J814569 Policy Number

Provide errors and omissions insurance information:

Hensel Phelps Insured
Steadfast Insurance Company Carrier
EOC937461716 Policy Number

Provide workers compensation insurance information for architect and contractor:

Hensel Phelps Insured	Ruhnau Clarke
Zurich American Insurance Company Carrier	Travelers
WC369726516 Policy Number	UB4J181144

5. CERTIFICATION

The information provided by respondent is required to be certified under penalty of perjury by all members of respondents business entity.

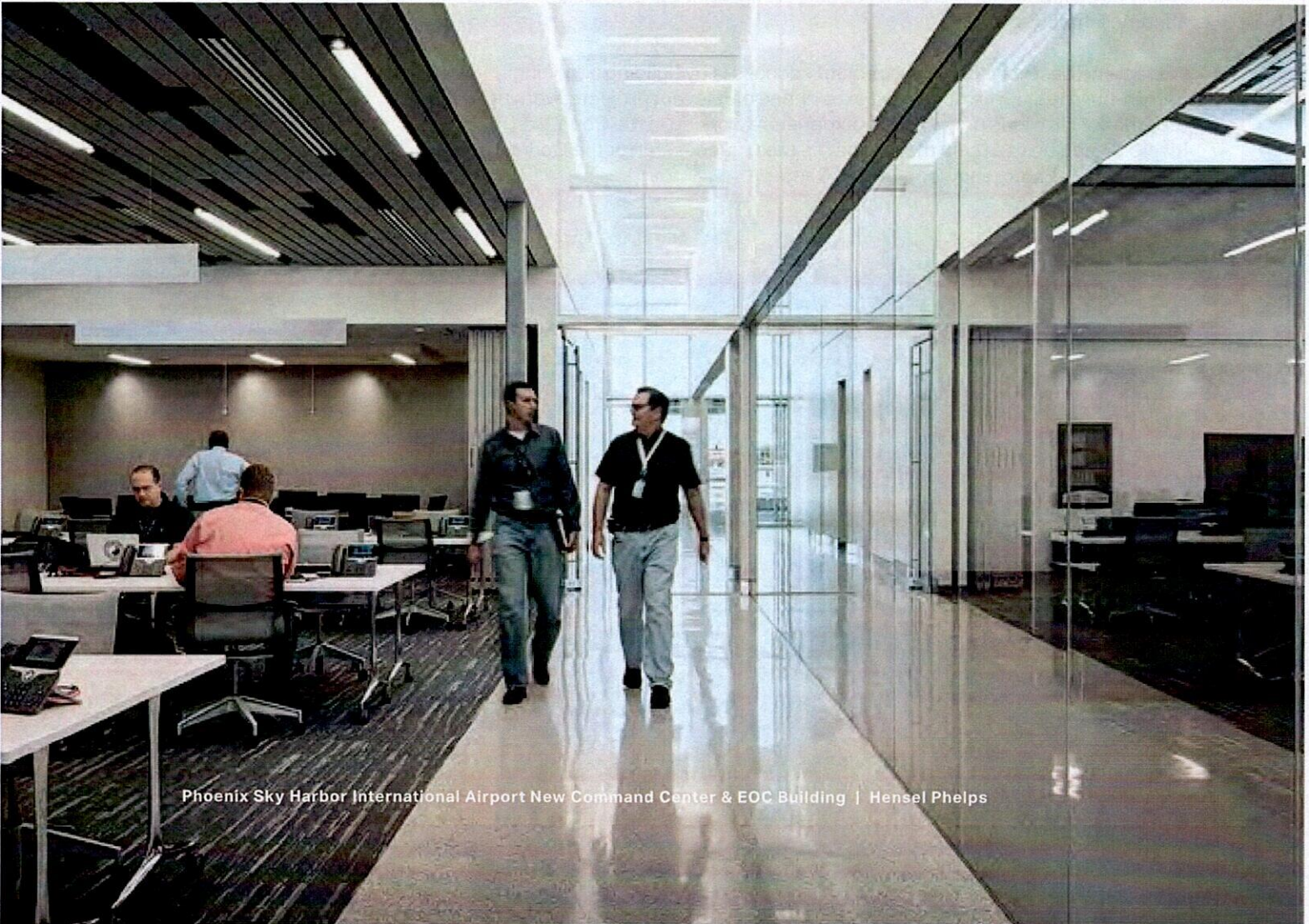
Hensel Phelps and our team certify, under penalty of perjury, that all information provided in this Response to Request for Qualifications and Proposals is true and correct to the best of our knowledge.



Damian Buessing
Vice President / District Manager
HENSEL PHELPS



TEAM QUALIFICATIONS



Team Qualifications

1. TECHNICAL DESIGN AND CONSTRUCTION EXPERTISE

Each member of the Hensel Phelps + Ruhnau Clark design-build team was carefully evaluated before committing them to this project opportunity. We know the County of Riverside wants the best in the business for this Emergency Operations Center project, and we have selected the premier partners for this effort. Together, the Hensel Phelps + Ruhnau Clark team has completed a cumulative total of 77 projects valued at over \$12.5 billion. Our collective firms have completed over 4,300 projects totaling \$2.4 billion in the County of Riverside alone.

The project team of Hensel Phelps + Ruhnau Clark has a depth of relevant experience associated with Emergency Operating Centers and Command Centers. In total, this team has completed 2,732 relevant projects nationwide valued at \$7.8 billion cumulatively, with \$95 million of that work in the County of Riverside. Ruhnau Clarke Architects designed the emergency operations center on the lower level of the original County Administrative Center, as well as the one in the downtown police facility building. Each firm listed as an entity on our design-build team has included three relevant projects to highlight our previous accomplishments.

We feel the best way to achieve project success is by building a winning design-build team. The combined experience of relevant projects, working together on previous projects, and experience working in the County of Riverside add up to a team that will be the most successful for the County of Riverside's Emergency Operations Center.

Relevant Projects

2,732

Relevant Projects
Nationwide

31

Relevant Projects in
Riverside County

\$7.8B

Nationwide

\$285M

Riverside County

Project Team Collaborations

77

Projects Nationwide

46

Projects in Southern California

\$12.5B

Nationwide

\$7.9B

Southern California

HENSEL PHELPS

- Type of company and date of formation: General Contractor; General Partnership; 1937
- Number of persons currently employed: 4,177 nationwide; 701 in Southern California

RUHNAU CLARKE

- Type of company and date of formation: Architect; S-Corporation; 1950
- Number of persons currently employed: 75 Southern California; 60 in Riverside County

KPFF CONSULTING ENGINEERS

- Type of company and date of formation: Structural Engineer; C-Corporation; 1960
- Number of persons currently employed: 1,200 nationwide; 382 in Southern California

SALAS O'BRIEN ELECTRICAL ENGINEERING

- Type of company and date of formation: Electrical Engineer; Corporation; 1975
- Number of persons currently employed: 825 nationwide; 20 in Riverside County

ALBERT A. WEBB ASSOCIATES

- Type of company and date of formation: Civil Engineer; Corporation; 1945
- Number of persons currently employed: 155 in Riverside County

SLS CONSULTING, INC.

- Type of company and date of formation: Fire Protection Engineer; Corporation; 2012
- Number of persons currently employed: 40 nationwide; 6 in Southern California

SYSKA HENNESSY GROUP

- Type of company and date of formation: EOC Programmer / Technology Consultant; Corporation; 1928
- Number of persons currently employed: 500 nationwide; 90 in Southern California

ACCO ENGINEERED SYSTEMS

- Type of company and date of formation: Mechanical Contractor and Engineer; S-Corporation; 1934
- Number of persons currently employed: 3,907 nationwide; 233 in Riverside County

HELIX ELECTRIC

- Type of company and date of formation: Electrical Contractor; Corporation; 1985
- Number of persons currently employed: 2,500 nationwide; 754 in Southern California

COSCO FIRE PROTECTION

- Type of company and date of formation: Fire Protection Contractor; Corporation; 1989
- Number of persons currently employed: 755 nationwide; 388 in Southern California

Working in the County of Riverside

4,688

Projects (Past 20 Years)

\$1.2B

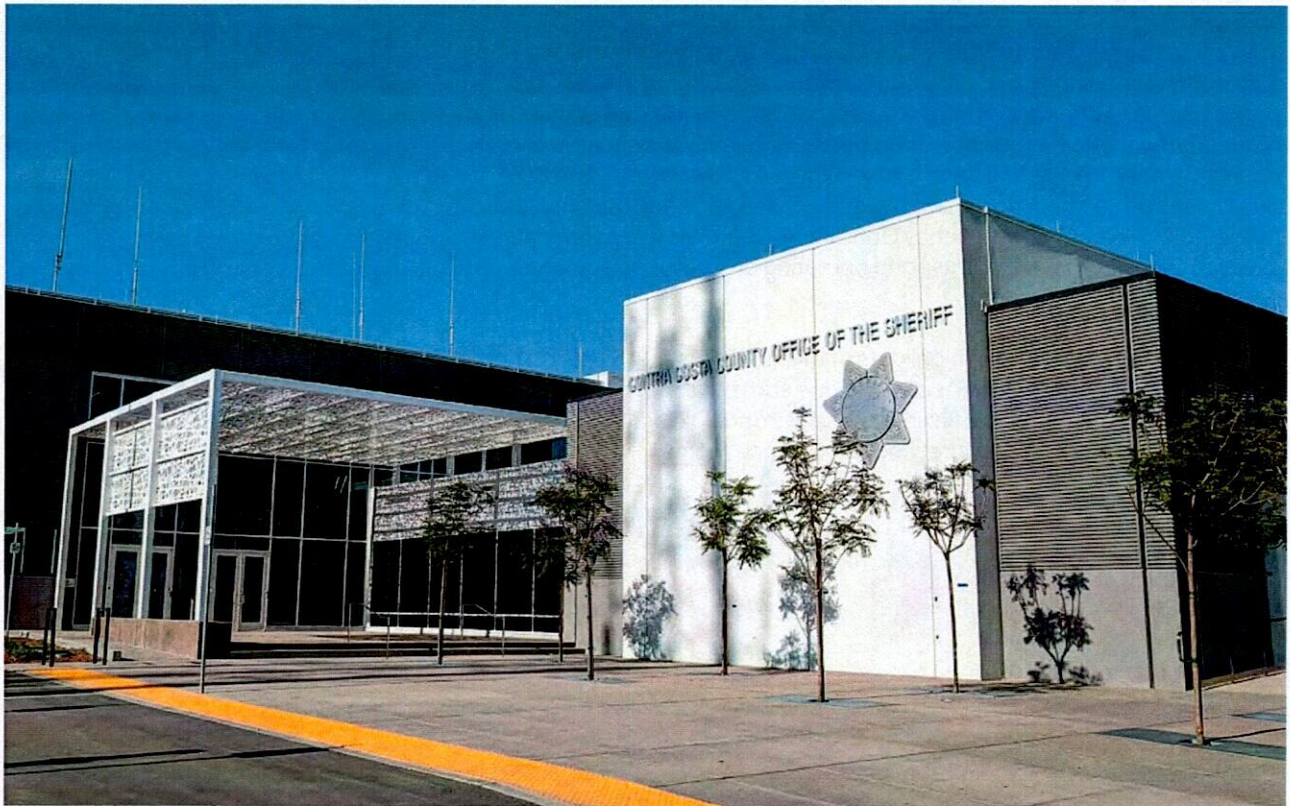
Total Construction Value
(Under Contract)

717

Employees in
Riverside County

Contra Costa County Administration Building & EOC

Hensel Phelps



PROJECT STATS

OWNER

Contra Costa County

LOCATION

Martinez, California

PROJECT TEAM

Hensel Phelps - General Contractor
Fentress - AOR (Admin Bldg)
Dreyfuss & Blackford - AOR (EOC)
Thornton Tomasetti - Structural Eng.

PROJECT DELIVERY METHOD

Design-Build

COST

\$102 million

DURATION & COMPLETION DATE

27 months - 5/20/2020

PROJECT SIMILARITIES

- ✓ Emergency Operations
- ✓ Design-Build
- ✓ Command Center
- ✓ Public Agency

DESCRIPTION OF THE SCOPE OF WORK

The Contra Costa County Emergency Operations Center is a new, two-story state-of-the-art headquarters for the Contra Costa County Sheriff. The project works to connect with the existing buildings providing a unifying and functional flow. The Emergency Operations Center (EOC) is situated on the county campus at Muir Road and Glacier Drive. This two-story, 38,000 SF building includes a training lecture hall and consolidates and replaces the outdated facilities. The Emergency Operations Center is able to run entirely independently from the electrical grid operating on its own power, water, and sewer.

One of the main features and highlights of the building is the "Situation Room" that features a 31' - 10" x 13' - 6" screen at one end made up of 48 smaller screens. The room features a flexible layout with multiple stations and phones and is surrounded by smaller breakout conference rooms.

The Emergency Operations Center is built to be functionally self-sufficient for seven days for emergency services within the community.



Phoenix Sky Harbor Int'l Airport New Command Center & EOC Bldg

Hensel Phelps



PROJECT STATS

OWNER

City of Phoenix / Phoenix Sky Harbor International Airport

LOCATION

Phoenix, Arizona

PROJECT TEAM

Hensel Phelps - General Contractor
Gensler - Architect
Affiliated Engineers Inc. - MEP Eng.
Gannett Fleming - Structural Eng.

PROJECT DELIVERY METHOD

CM at Risk

COST

\$12.5 million

DURATION & COMPLETION DATE

14 months - 2/5/2018

PROJECT SIMILARITIES

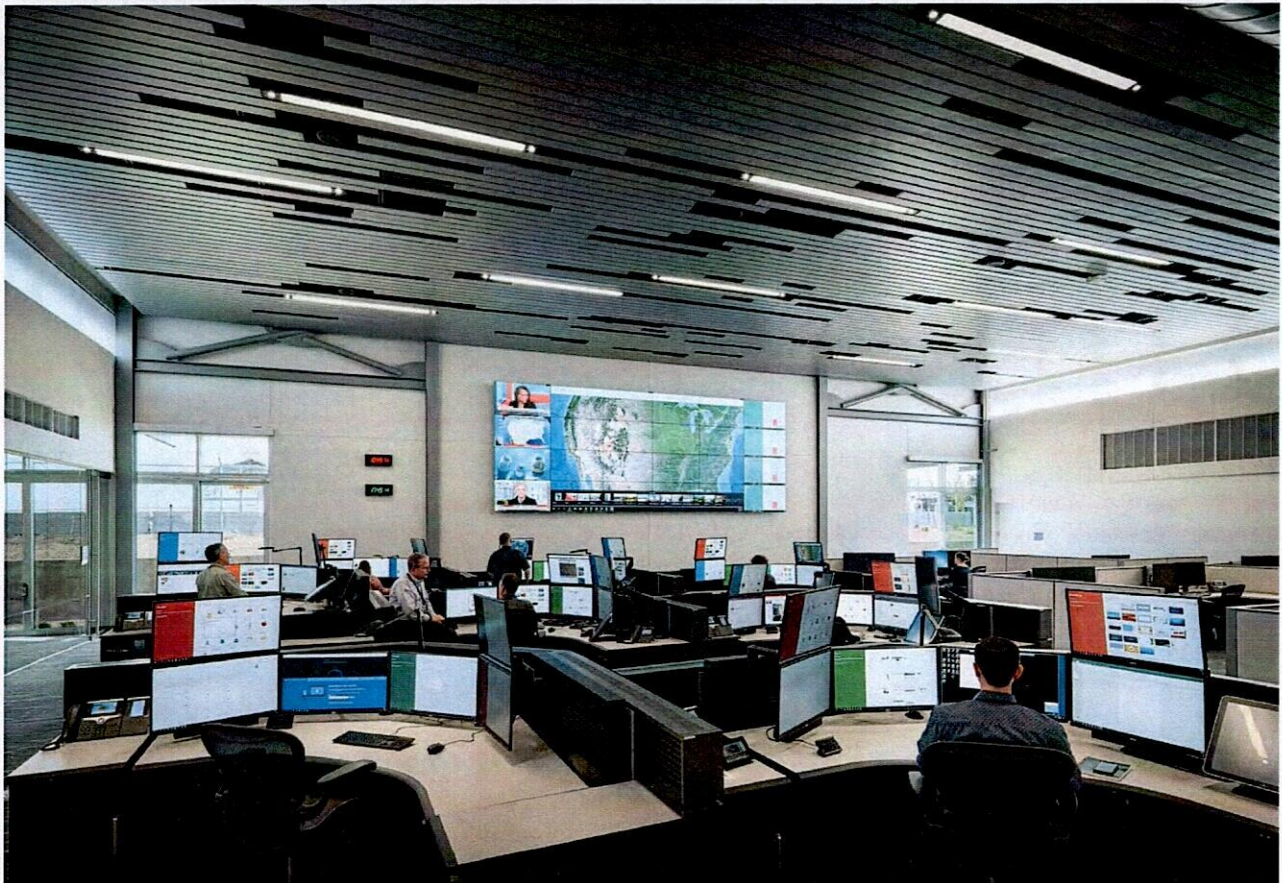
- ✓ Emergency Operations
- ✓ Accelerated Schedule
- ✓ Command Center
- ✓ Public Agency
- ✓ GMP
- ✓ Similar Cost
- ✓ Similar Size

DESCRIPTION OF THE SCOPE OF WORK

The Phoenix Sky Harbor International Airport (PSHIA) Command Center is a multi-purpose facility consisting of an Operations Communications Center, combined maintenance and technology work order center, Activated Command Center, Dispatch and an Emergency Operations Center. The building is approximately 12,000 GSF of conditioned space. The site development included landscape, parking, site lighting, and drainage development. The programmatic requirements for this project include private offices as well as open offices, conference/meeting spaces, building, and administrative support offices.

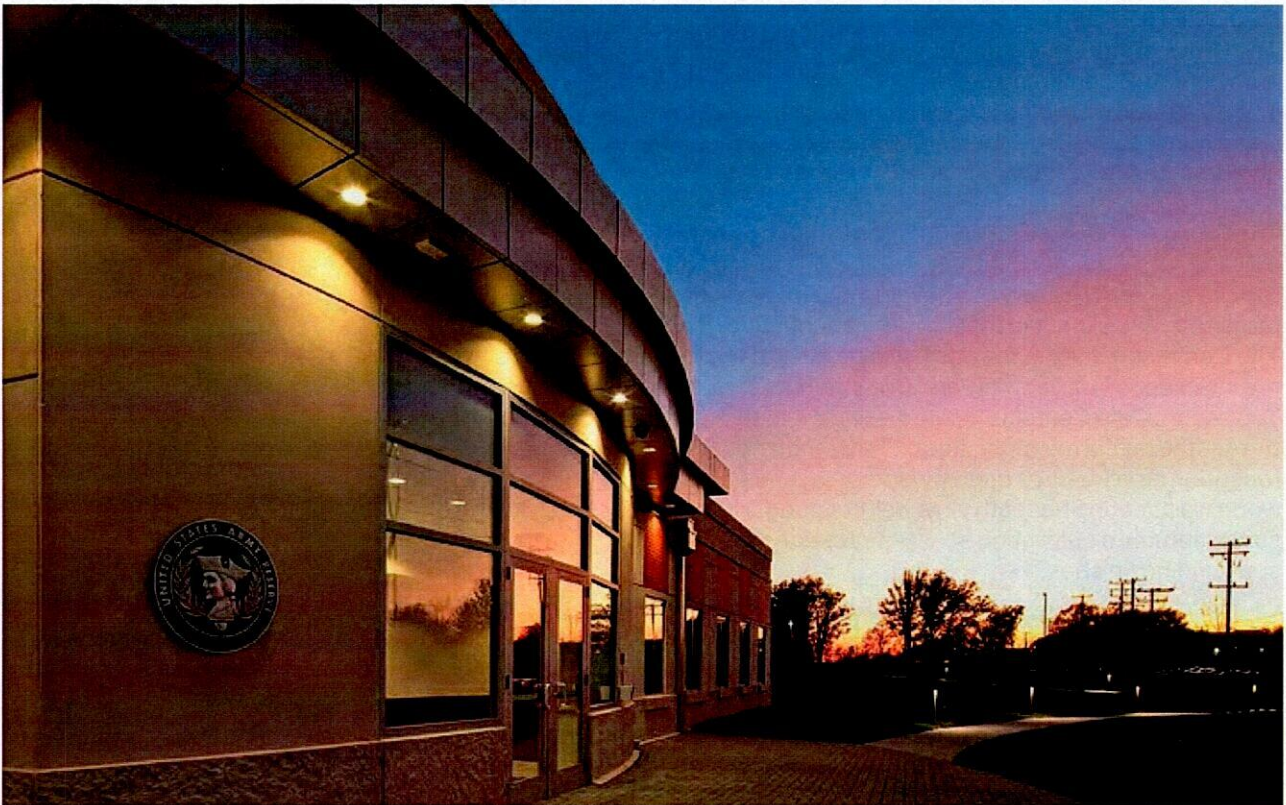
The facility functions as a crisis management center that is manned 24 hours, 7 days a week. The Command Center is isolated in the newly established secure area of the airport. A Central Utility Plan with emergency power and communication fiber redundancy requirements was designed and built to allow for continuous operation in the event of a power or communications failure. The project also included developing new airfield access from landside access while maintaining secure operations at the airport.

**Hensel Phelps
successfully
coordinated the
priorities of over
20 stakeholders
during design and
construction.**



Office of the Chief Army Reserve Building

Hensel Phelps



PROJECT STATS

OWNER

US Army Corps of Engineers

LOCATION

Ft. Belvoir, Virginia

PROJECT TEAM

Hensel Phelps - General Contractor
Fentress - Architect of Record
Girard Engineering - Mechanical Eng.
Thornton Tomasetti - Structural Eng.

PROJECT DELIVERY METHOD

Design-Build

COST

\$24.8 million

DURATION & COMPLETION DATE

12 months - 9/7/2011

PROJECT SIMILARITIES

- ✓ Emergency Operations
- ✓ Command Center
- ✓ Design-Build
- ✓ Accelerated Schedule
- ✓ Public Agency
- ✓ Similar Cost
- ✓ Similar Size

DESCRIPTION OF THE SCOPE OF WORK

The Office of the Chief Army Reserves (OCAR) building operates as an administrative command building housing approximately 430 employees. The 88,470 GSF building is located on ten acres at Ft. Belvoir. The project was a result of the Department of Defense's six year Base Realignment and Closure (BRAC) 2005 program.

The Command Center is 26,000 SF and located on the 3rd floor of the building. The Command Center is utilized as the central location for the Chief of Army Reserve to develop and implement plans, polices, programs, and execution of all orders affecting Army Reserve soldiers. The Command Suite in the northwest corner of the building overlooks the intersection of Geothals and Constitution, and also the parade field. The secure Data Center is located adjacent to the Command Suite on the southeast corner of the floor. The Commanders office and suite reception area features cherry wood base, and partial height cherry wood wainscoting beneath vinyl wall covering. The remainder of the suite captures a cultivating sense of prestige and integration with the surrounding finishes.

The proposed design schedule included eight weeks of tenant planning workshops, which gave the team time to listen carefully and study the mission and culture of the various individual OCAR working groups. After assisting the USACE and different tenants in finalizing their mission and space requirements, the team responded with multiple cycles of rapid space planning test-fits, with the Command Center being one of the primary areas of focus. The team continued with this iterative process until the workflow needs and RFP space requirements were fully reconciled. The CID & FF&E drawings were in full accordance with the RFP and included formal submissions and reviews multiple stages to allow maximum tenant input. As the user's expectations for maximum utility advanced, the team helped balance design choices among competing priorities and user groups.

The project was completed in just 51 weeks with over 95,000 craft-hours and zero lost time incidences, earning two safety accolades from the US Army Corps of Engineers.



Riverside County Administrative Center Annex

Ruhnau Clarke



PROJECT STATS

OWNER

County of Riverside

LOCATION

Riverside, CA

PROJECT TEAM

Ruhnau Clarke - Architect

Bailey Construction - General Contractor

Brandow & Johnston - Structural Eng.

FBA Engineering - Electrical Eng.

PROJECT DELIVERY METHOD

Design-Bid-Build

COST

\$27.7 million

DURATION & COMPLETION DATE

30 months - October 2002

PROJECT SIMILARITIES

- ✓ Accelerated Schedule
- ✓ Similar Cost
- ✓ Public Agency
- ✓ Similar Size

DESCRIPTION OF THE SCOPE OF WORK

The County of Riverside Regional Complex Annex is a 96,000 SF five-story addition to the existing County Administrative Center (CAC). The project provided several enhancements, including a new loading dock, secure employee entrance, a secured separate entrance and parking lot for County Supervisors, and public plaza.

The building's design intended to create a structure that would be compatible with the existing 30-year old building in terms of materials and massing, and to create a visually cohesive complex that, when completed, would appear current and modernized, yet respectful to the modernist aesthetic of the existing building. The exterior skin of the structure is a combination of pre-cast concrete panels, which provides the building with a clearly defined base at the lower levels, and an aluminum/glass curtain wall system at the upper floors. Glazing and mullion patterns are similar to those used on the existing building, and visually link the structures together. Likewise, a ground floor pedestrian trellis along the project's southern edge and extending along the base of the CAC assists in unifying the separate elements into a singular complex.

The addition made the then 30-year-old building appear current and modernized, yet still respected its existing modernist aesthetic.



Lake Mathews Fire Station

Ruhnau Clarke



PROJECT STATS

OWNER

Riverside County
Fire Department

LOCATION

Riverside, California

PROJECT TEAM

Ruhnau Clarke - Architect
Moorefield - General Contractor
KNA Structural Engineers -
Structural Eng.
FBA Engineering - Electrical Eng.

PROJECT DELIVERY METHOD

Design-Build

COST

\$4.5 million

DURATION & COMPLETION DATE

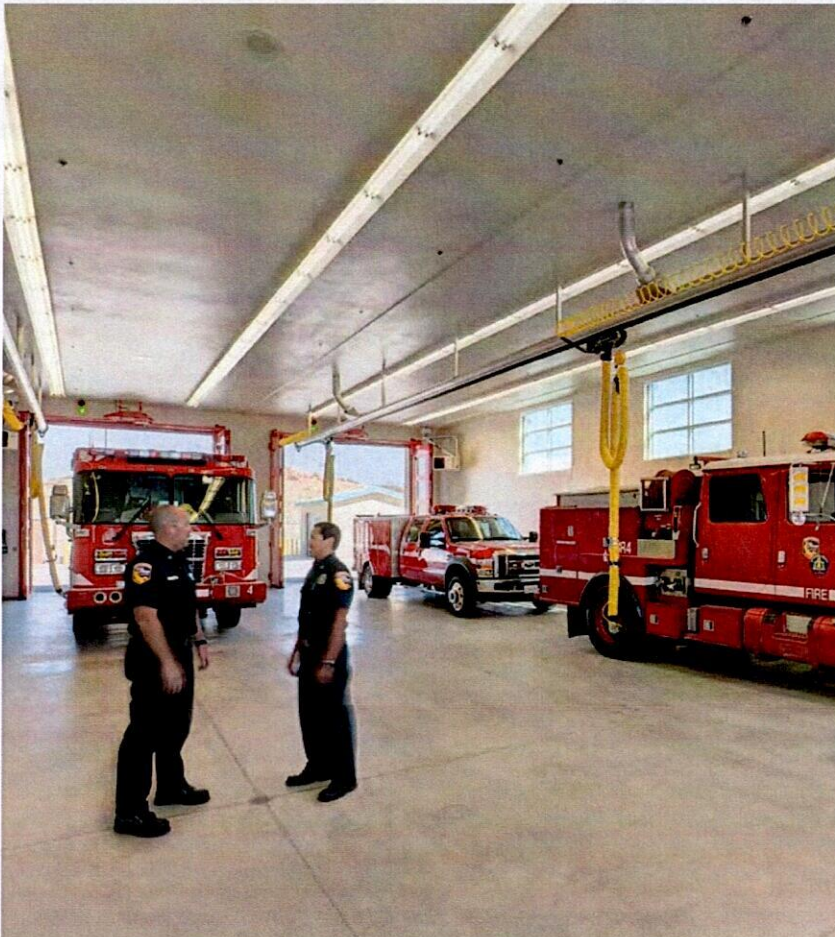
39 months - August 2011

PROJECT SIMILARITIES

- ✓ Emergency Operations
- ✓ Command Center
- ✓ Design-Build
- ✓ GMP
- ✓ Accelerated Schedule
- ✓ Public Agency
- ✓ Similar Size

DESCRIPTION OF THE SCOPE OF WORK

The Lake Mathews Fire Station #4 is part of the Riverside County Fire Department's emergency fire response network. The state-of-the-art facilities include two apparatus bays, an eight-person, 9,400 SF fire station and a 1,300 square foot community meeting room. The new Lake Mathews Fire Station #4 replaces the 2,866 SF old Cajalco Fire Station #4 built in 1950. The facility has been designed with the flexibility to expand to three fire apparatus bays and up to 12 firefighters to serve the community in the Lake Mathews area as it continues to grow. A site partnership with Western Municipal Water District has allowed each agency significant cost savings and benefits in site development, intersection signalization. It allows sharing of facilities for training and meeting, while providing a location better suited for rapid response to fire and public safety emergencies. The Lake Mathews Fire Station has been designed with similar materials and complementary forms to create a campus-like feel and foster continued collaboration between the users and the community they support.



The new Fire Station attained LEED Silver through the use of durable recycled and sustainable material, water efficient landscaping and fixtures, high efficiency mechanical systems, and healthy living and work environments through indoor environmental quality improvements.

Palm Springs Unified School District Operations Center

Ruhnau Clarke



PROJECT STATS

OWNER

Palm Springs Unified School District

LOCATION

Palm Springs, CA

PROJECT TEAM

Ruhnau Clarke - Architect
Bernards - General Contractor
KNA Structural Engineers - Structural Eng.
FBA Engineering - Electrical Eng.

PROJECT DELIVERY METHOD

Lease-Leaseback

COST

\$26.1 million

DURATION & COMPLETION DATE

28 months - March 2012

PROJECT SIMILARITIES

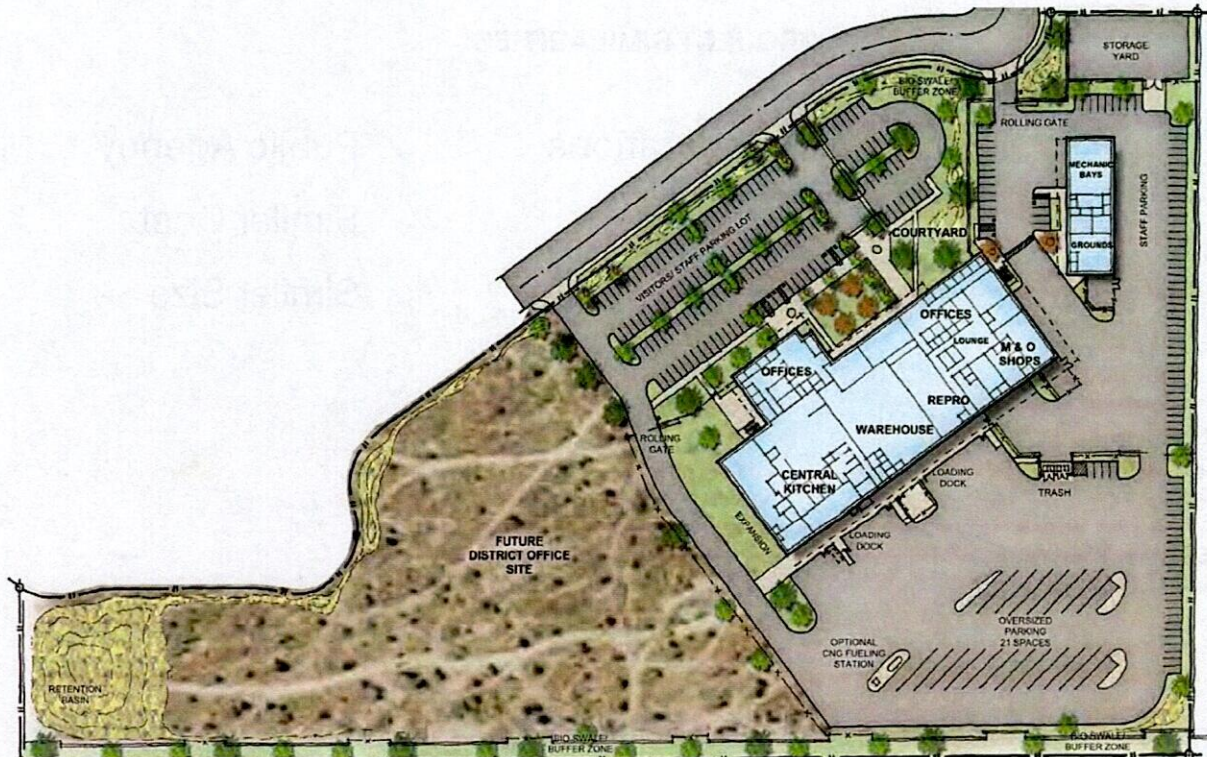
- ✓ Operations Center
- ✓ Public Agency
- ✓ GMP
- ✓ Similar Cost
- ✓ Accelerated Schedule
- ✓ Similar Size

DESCRIPTION OF THE SCOPE OF WORK

This project includes the construction of a one and two-story concrete tilt-up facility with a separate single-story, concrete masonry building housing vehicle maintenance. The main structure consists of four separate areas or buildings, divided for code purposes. The tilt-up structure is complimented by both concrete and masonry columns, metal paneled wing walls and aluminum composite paneled fascias on overhangs protecting entries and window systems.

The first building is a 19,862 SF space that houses administrative areas, custodial spaces, and workshops for locksmith, paint, carpentry, electronics, and mechanical as well as storage and restroom facilities. The second structure is a two-story, 13,228 SF warehouse and textbook storage with adjacent reprographics workshop. A loading dock adjacent to the warehouse facility accommodates up to 24 tractor-trailer units for distribution of product to school sites within the District. The District's central kitchen is housed in a 20,702 SF space consisting of cooking and food preparation areas, dry and refrigerated food storage, and mechanical service areas. The fourth area houses a two-story 13,872 SF administrative area and training facility. The maintenance building is constructed of concrete unit masonry of both split face and precision units. The building houses a vehicle maintenance area, storage areas, a welding shop, and grounds sprinkler and chemical application shops supporting administrative area and restroom facilities. The 11.76 acre site contains a combination of soft and hard landscaping with decorative planting areas, walls and fencing as well as utilitarian concrete unit masonry walls to conceal service and exterior storage areas.

Palm Springs Unified School District's Operations Center consolidates multiple operational functions and provides a centralized location for a variety of training needs.



Hugh Nichols Public Service Facility

KPFF Consulting Engineers



PROJECT STATS

OWNER

City of Nampa

LOCATION

Nampa, Idaho

PROJECT TEAM

Engineered Structures, Inc. -
General Contractor
Lombard Conrad Architects -
Architect of Record
KPFF - Structural Eng.

PROJECT DELIVERY METHOD

CM/GC

COST

\$19.5 million

DURATION & COMPLETION DATE

39 months - 12/15/2010

PROJECT SIMILARITIES

✓ Emergency
Operations

✓ Command
Center

✓ Public Agency

✓ Similar Cost

DESCRIPTION OF THE SCOPE OF WORK

KPFF provided structural engineering design services for this facility which included a 200-stall pre-cast concrete parking garage and a 65,000, three-story structural steel public services building with a basement. The public services building is designed as an Essential Facility and includes a data center, 9-1-1 command center, police and sheriff operations in addition to a large roof-mounted communication tower. The data center has a raised computer floor to support servers and mechanical equipment and to facilitate cabling. Mechanical and electrical rooms are located within the building structure and all equipment and non-structural elements are braced and anchored following Essential Facility requirements. Based on the design criteria, the structure is intended to remain operational in the case of a natural disaster to serve the city and its citizens. The building includes steel buckling restrained braced frames which provide a ductile seismic response and a system that is more easily repairable than more conventional seismic resisting systems. The project was the first building in Idaho to use this lateral system, which was a newly codified system at the time of design and construction. Additional program elements included an extensive public entrance lobby, a community meeting room, public records storage areas, support staff offices and a sallyport connector between the garage and office building to provide monitoring and security capabilities. Site security measures were also incorporated into the project, including entrance bollards and crash barriers. The project came in under budget and on schedule.

The Hugh Nichols Public Service Facility is an essential facility that includes a data center, 9-1-1 command center, police and sheriff operations.



Washington County Law Enforcement Center Renovation and Seismic Strengthening

KPFF Consulting Engineers



PROJECT STATS

OWNER

Washington County

LOCATION

Hillsboro, Oregon

PROJECT TEAM

JE Dunn - General Contractor

SERA - Architect

KPFF - Structural Eng.

PROJECT DELIVERY METHOD

CM/GC

COST

\$6 million

DURATION & COMPLETION DATE

30 months - 3/1/2018

PROJECT SIMILARITIES

- ✓ Emergency Operations
- ✓ Command Center
- ✓ Renovation
- ✓ Public Agency
- ✓ System Upgrades

DESCRIPTION OF THE SCOPE OF WORK

KPFF provided structural engineering design services for the seismic retrofit of this 94,000 SF existing essential facility. The building contains the sheriff's office, a courtroom and other public services, and will play a critical role in Washington County's response to a major seismic event. Concentrically based steel frames were added to the existing concrete moment frame structure. The building remained fully occupied during construction. The scope of services included seismic analysis and upgrade design and nonlinear analysis.

KPFF intentionally located the new steel braced frames on the outside of the building and building envelope so that they would have the least impact possible to MEP systems and architectural systems, allowing the retrofit to move forward with the building fully occupied and with very little disruption. This was key due to the use of the building for essential county operations that could not be halted or easily relocated.

KPFF designed the steel braced frames to be supported by micro-piles and pile caps and used adept detailing to figure out how to connect the external braced frames through the cladding system and connect to the main building structure. KPFF also had to locally strengthen the floor and roof diaphragms in a few locations due to re-entrant corners and large openings.

The 94,000 GSF building was seismically retrofitted to stay in service in the event of a major seismic occurrence.



City of Santa Monica Fire Station #1/Parking Structure #2 Evaluation & Seismic Retrofit

KPFF Consulting Engineers



PROJECT STATS

OWNER

City of Santa Monica

LOCATION

Santa Monica, California

PROJECT TEAM

City of Santa Monica - Architect
AECOM - Project Management
Geo Design - Geotechnical
KPFF - Structural Eng.

PROJECT DELIVERY METHOD

Design-Bid-Build

COST

\$3.4 million

DURATION & COMPLETION DATE

37 months - 3/1/2011

PROJECT SIMILARITIES

- ✓ Emergency Operations
- ✓ Renovation
- ✓ Public Agency
- ✓ System Upgrades

DESCRIPTION OF THE SCOPE OF WORK

KPFF developed conceptual plans and completed a seismic retrofit and remodel of Fire Station No.1, a two-story wood frame building built in 1954 supported on brick masonry walls below the second level. The existing kitchen was expanded into the adjacent abandoned hose tower area with a second floor added over the expansion to create a mechanical room. The existing large office space in the north wing was converted into a bedroom and a smaller office. Also included was the upgrade and replacement of the current 30-gallon water heater, providing non-combustible bases for the water heater and HVAC units in the MEP closet, and the installation of fire dampers in the existing related ducts penetrating fire-rated walls in the MEP closet. The project also included modifications for compliance with ADA Accessibility Guidelines and to accommodate firefighters of both genders.

KPFF provided structural analysis, identification and design of seismic retrofit improvements for Parking Structure No.2, a 9-story concrete building. The project also included modifications of the parking structure for compliance with the American Disabilities Act and Guidelines (ADA&G) and additional analysis for the placement and access requirements needed to accommodate a ground floor bicycle station fronting 2nd Street.

Structural evaluation and seismic retrofit of both the fire station and parking structure keep both firefighters and the residents safe in a seismic event.



Perris Fire Station No. 1 and Emergency Operation Center

Salas O'Brien



PROJECT STATS

OWNER

City of Perris

LOCATION

Perris, California

PROJECT TEAM

STK Architecture - Architect
Salas O'Brien - MEP, LEED
Consulting & Commissioning

PROJECT DELIVERY METHOD

Design-Build

COST

\$3.5 million

DURATION & COMPLETION DATE

63 months - 7/2016

PROJECT SIMILARITIES

- ✓ Emergency Operations
- ✓ Accelerated Schedule
- ✓ Design-Build
- ✓ Public Agency
- ✓ GMP
- ✓ Similar Size

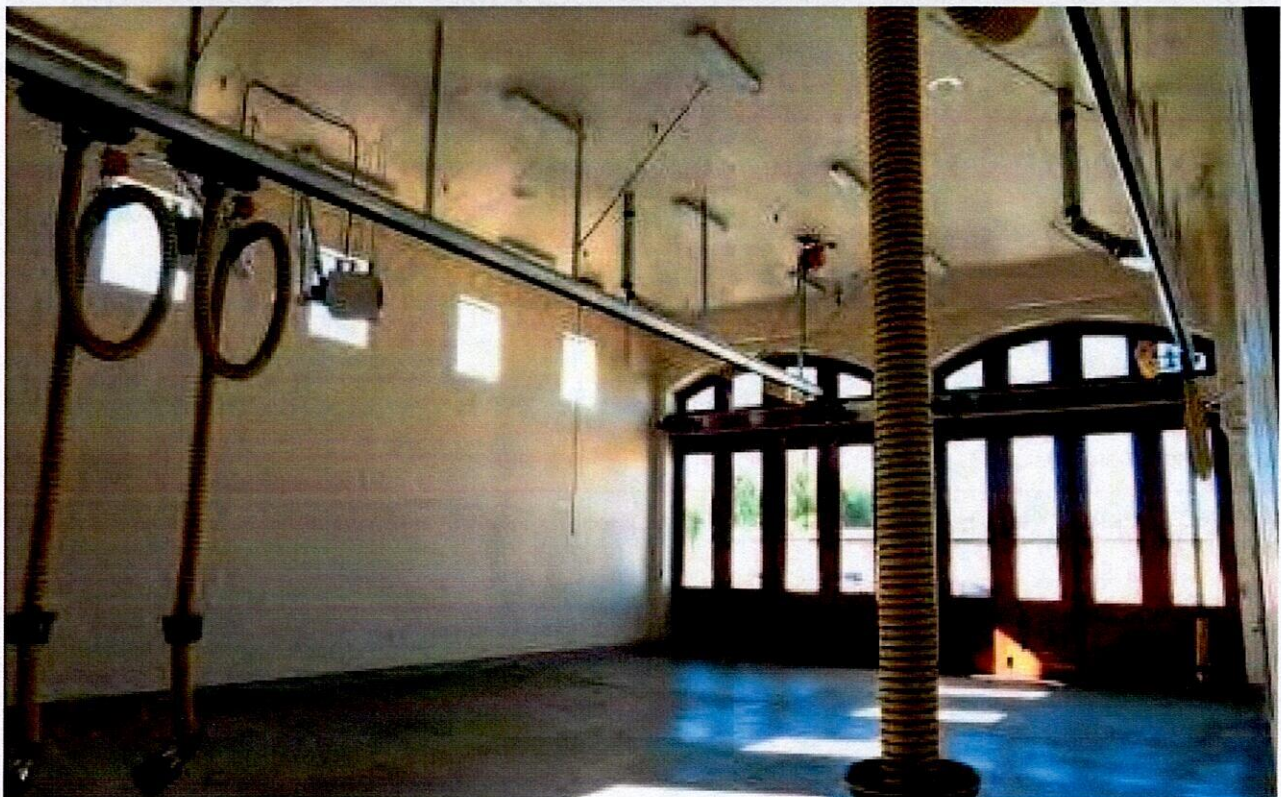
DESCRIPTION OF THE SCOPE OF WORK

Salas O'Brien was selected for this new, \$3.5 million construction project comprising an 8,000 SF fire station and 1,200-square-foot emergency operations center. The space included offices, watch and communications rooms, full kitchen, sleeping quarters, and exercise room.

The design focused on energy savings and environmental safety, including plymovent technology for the two apparatus bays and an HVAC system free of CFC, HFC, and Halon-based refrigerants. Additional features included high-efficiency water heating and light fixtures, individual controls for windows, lighting, fans, thermostats, and skylights and provision for a photovoltaic system. All of this added up to energy performance that was 30% better than ASHRAE 90.1 2007 requirements and which met the LEED Silver certification goal.

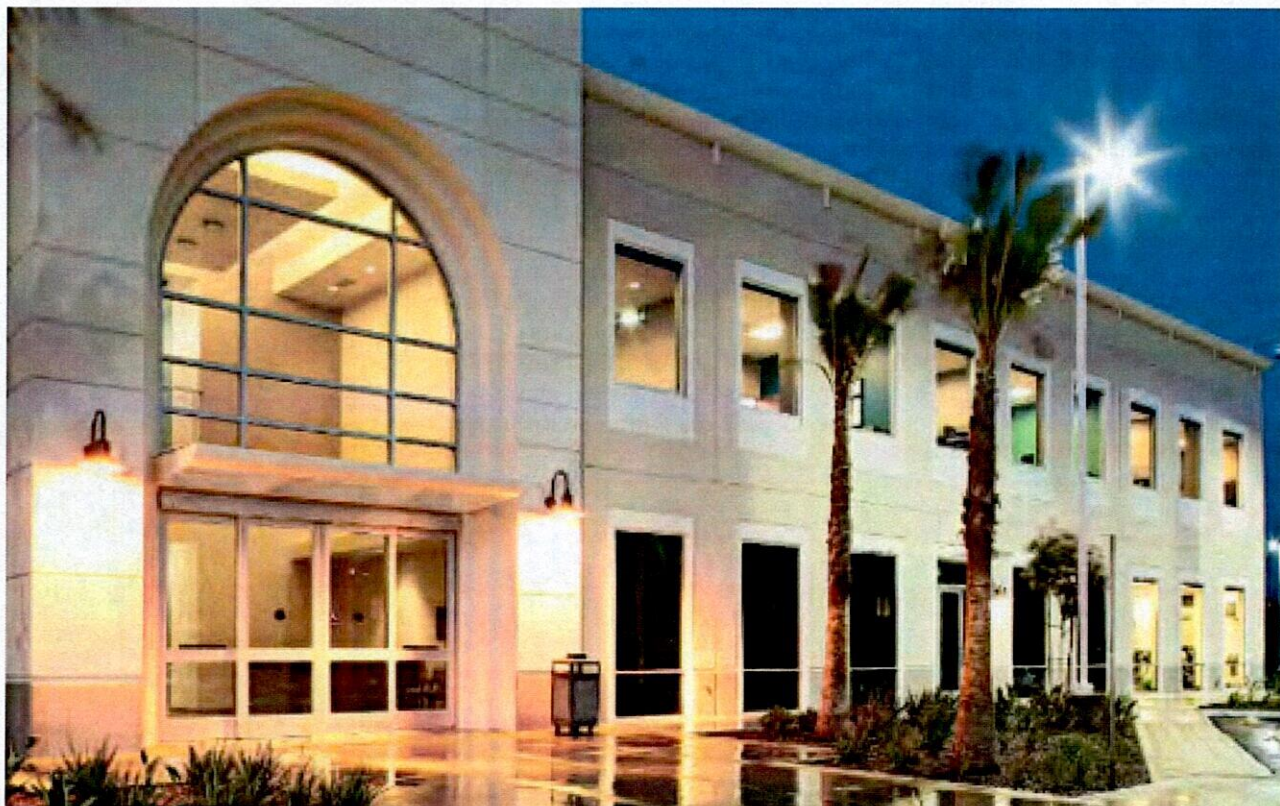
The commissioning team performed enhanced commissioning of the HVAC systems, domestic hot water heating, lighting, and renewable energy systems.

**The LEED
Silver Fire
Station project
showcases the
benefits of energy
savings and
environmental
safety technology.**



City of Corona Corporate Yard with Emergency Operations Center

Salas O'Brien



PROJECT STATS

OWNER

City of Corona

LOCATION

Corona, California

PROJECT TEAM

Tilden-Coil- General Contractor
Ware Malcomb - Architect of Record
Salas O'Brien - Electrical Engineer

PROJECT DELIVERY METHOD

Design-Build

COST

\$73,700 (Electrical Eng. Fee)

DURATION & COMPLETION DATE

24 months - 2009

PROJECT SIMILARITIES

- ✓ Emergency Operations
- ✓ Command Center
- ✓ Design-Build
- ✓ GMP
- ✓ Accelerated Schedule
- ✓ Public Agency

DESCRIPTION OF THE SCOPE OF WORK

The project included the new construction of 2 different, two-story office buildings, totaling 76,550 SF and housing the Department of Water & Power, Operations and General Services for the City of Corona. The lower level of one of the buildings serves as the City's Emergency Operations Center (EOC). When activated, the EOC will be staffed by representatives of various city departments, agencies and special representatives, as needed, for the particular incident or disaster being managed.

The purpose of the EOC was to enhance communications and maximize the utilization of personnel and resources during a major incident. Corona's EOC is operated under the Standardized Emergency Management System (SEMS) following the City of Corona Emergency Operations Plan. The project also included a 384 capacity parking lot, lighting and landscaping for each building.

The City of Corona Corporate Yard and Emergency Operations Center is a multi-purpose office building for various departments, but its main focus is to provide a central location during major incidents.



Western Municipal Water District Headquarters

Salas O'Brien



PROJECT STATS

OWNER

Western Municipal Water District

LOCATION

Riverside, California

PROJECT TEAM

KPRS Construction Services -

General Contractor

Ware Malcomb - Architect of

Record

Salas O'Brien - Electrical Engineer

PROJECT DELIVERY METHOD

Design-Build

COST

\$34,100 (Electrical Eng. Fee)

DURATION & COMPLETION DATE

36 months - 8/2011

PROJECT SIMILARITIES

- ✓ Command Center
- ✓ Design-Build
- ✓ GMP
- ✓ Accelerated Schedule
- ✓ Renovation
- ✓ Public Agency
- ✓ System Upgrades

DESCRIPTION OF THE SCOPE OF WORK

This Design-Bid-Build project was for the improvement of Western Municipal Water District, which included the general office, conference rooms, workout facilities with showers and locker rooms, as well as council chambers for public meetings. Western Municipal Water District provides water supply, wastewater disposal, and water resource management within the Riverside County district in Southern California.

This project was given a LEED Silver Tenant Improvement for the build-out of 53,000 SF of a shell building. This was to support the headquarters operations for the prominent Municipal Water District in Riverside County including offices, training rooms, fitness, showers and locker rooms, council chambers with DAIS, and supporting spaces. Electrical scope included complete Power, Lighting, and Telecommunications systems as well as a brand new generator backup power distribution system with life safety and standby branches

The project was LEED certified under the Green Interior Design & Construction category.



Indio Law Library

Albert A. Webb Associates



PROJECT STATS

OWNER
County of Riverside Economic
Development Agency

LOCATION
Riverside, California

PROJECT TEAM
Trammell Crow - General
Contractor
Langdon Wilson - Architect
tk1sc - MEP Engineer
Albert A. Webb Associates - EOR

PROJECT DELIVERY METHOD
Design-Build

COST (Design)
\$201,990

DURATION & COMPLETION DATE
16 months - 5/2014

PROJECT SIMILARITIES

- ✓ Design-Build
- ✓ Accelerated Schedule
- ✓ Public Agency

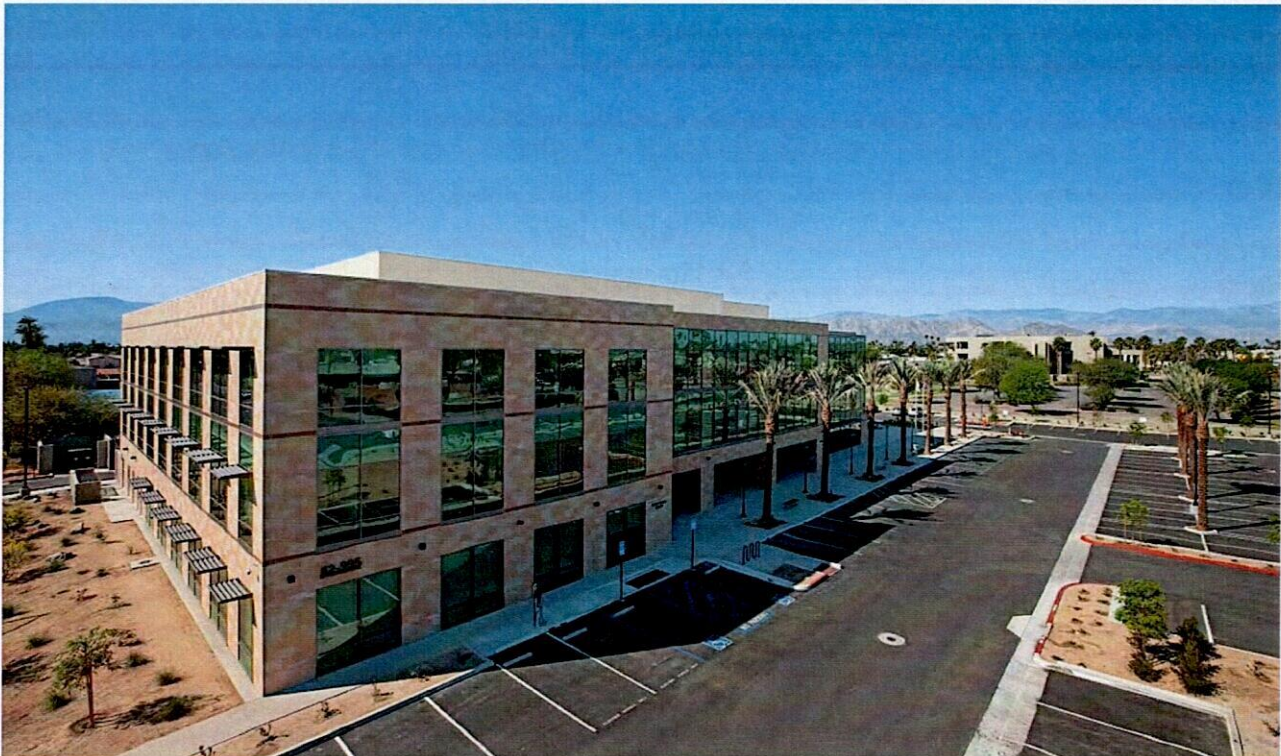
DESCRIPTION OF THE SCOPE OF WORK

The Indio Law Building project consists of a three-story, 90,000 SF building planned for the relocation and consolidation of the County of Riverside, Indio Branch District Attorney, Public Defender, County Counsel, and Law Library.

WEBB provided engineering services for the on-site and off-site improvements. The on-site improvements included site plans, grading, water quality, underground storm water storage, storm drain, water, and sewer plans. The off-site improvements included Highway 111 and Jackson Street reconstruction, sidewalk and ADA ramp improvements, traffic signal installation and modification, street lights, signing & striping, and driveway improvements.

WEBB worked closely with the City of Indio engineering and traffic engineering staff to determine the improvement limits and requirements. WEBB's understanding of the City's plan check and processes allowed for the project team to reduce project costs and maintain the project schedule. WEBB coordinated with the Indio Water Authority, Imperial Irrigation District, and other utility companies.

WEBB's understanding of the City's plan check and processes allowed for the project team to reduce project costs and maintain the project schedule.



Western Municipal Water District Operations Center Expansion and Improvements

Albert A. Webb Associates



PROJECT STATS

OWNER

Western Municipal Water District

LOCATION

Riverside, California

PROJECT TEAM

Ruhnau Clarke - Architect
KNA Structural Engineers -
Structural Engineer
Albert A. Webb Associates - EOR

PROJECT DELIVERY METHOD

Design-Bid-Build

COST (Design)

\$134,580

DURATION & COMPLETION DATE

23 months - 9/2009

PROJECT SIMILARITIES

- ✓ Emergency Operations
- ✓ Command Center
- ✓ Accelerated Schedule
- ✓ Renovation
- ✓ Public Agency
- ✓ System Upgrades

DESCRIPTION OF THE SCOPE OF WORK

Working closely with Ruhnau Clarke, WEBB assisted and supported Ruhnau Clarke with Civil Engineering services for the development, design, and construction of the Western Municipal Water District (WMWD) Operations Center located on El Sobrante Road in the County of Riverside. The WMWD Operations Center is a LEED Certified project consisting of a new Operations Building, a Maintenance Building, a water quality/retention basin, parking lot with improved primary site access and traffic signal.

WEBB was responsible for the preparation and processing of on-site and off-site civil plans and documents consisting of grading, drainage, water quality, erosion control, site utilities, street improvements, traffic signals, signing and striping, and a storm water pollution prevention plan. WEBB was also responsible for the preparation of the Metropolitan Water District (MWD) easement documents and assisted WMWD staff in the procurement of the necessary easements. WEBB also provided supporting documentation and calculations for stormwater LEED credits along with construction support services were also provided during the duration of construction.

The completed Operations Center manages 117 pumps, a system that encompasses nearly 600 miles of pipeline, and 35 water storage reservoirs that have a capacity of roughly 76 million gallons.



Physicians Hospital of Murrieta

Albert A. Webb Associates



PROJECT STATS

OWNER

Loma Linda University
Partnership

LOCATION

Murrieta, California

PROJECT TEAM

Layton Construction - General
Contractor
Davis Stokes Collaborative -
Architect
Albert A. Webb Associates - EOR

PROJECT DELIVERY METHOD

Design-Bid-Build

COST (Design)

\$547,635

DURATION & COMPLETION DATE

63 months - 6/2011

PROJECT SIMILARITIES

- ✓ Emergency Operations
- ✓ Renovation

- ✓ System Upgrades

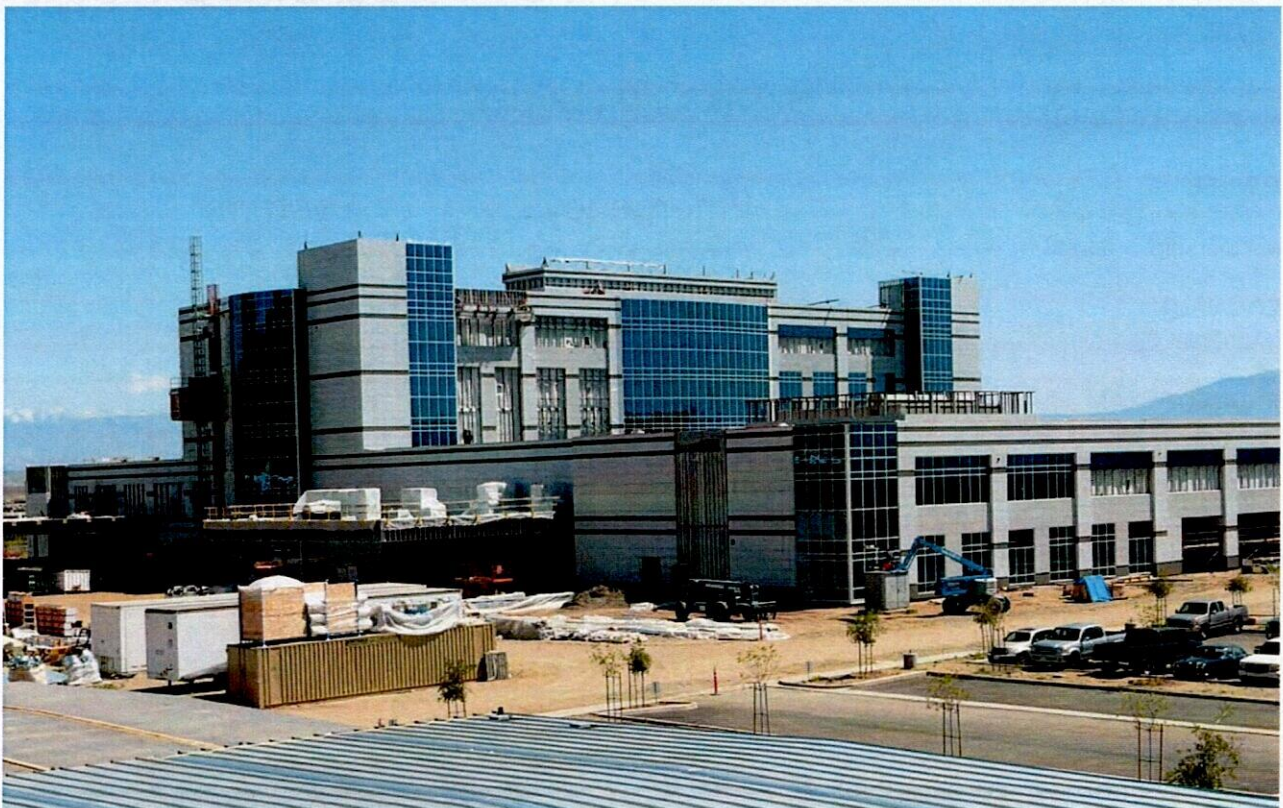
DESCRIPTION OF THE SCOPE OF WORK

The Physicians Hospital of Murrieta is a 50-acre, full-service hospital campus with medical office buildings and medical retail uses. It is located on Antelope Road east of the I-215 between Scott and Clinton Keith Road in the City of Murrieta. This facility works in partnership with Loma Linda University Medical Center and was built in two phases. It provides six state-of-the-art surgical suites with an MRI and CT scan center as well as a cardiovascular center.

The first phase was comprised of 106 beds in a five-story tower and 120,000 SF medical office building, which opened in January 2011. The second phase followed after the opening of the first phase.

WEBB completed the due diligence entitlement phase (CUP and DP), processing of parcel map, final engineering, rough grading, street improvements, precise grading, parking on-site and off-site, water and sewer services, drainage and storm water treatment, bidding, contract documentation, as well as providing construction support.

The Physicians Hospital is a state-of-the-art medical facility implemented in two phases, providing six surgical suites with an MRI, CT scan center and cardiovascular center.



Air Force Technical Applications Center

SLS Fire



PROJECT STATS

OWNER

United States Air Force

LOCATION

Patrick Air Force Base, Florida

PROJECT TEAM

Hensel Phelps - General Contractor
HOK - Architect of Record
Ventura Consulting Group
Crosby Group - Structural Eng.
SLS Fire- Fire Protection Engineer

PROJECT DELIVERY METHOD

Design-Build

COST

\$158 million

DURATION & COMPLETION DATE

26 months - 3/2014

PROJECT SIMILARITIES

- ✓ Emergency Operations
- ✓ Command Center
- ✓ Design-Build
- ✓ GMP
- ✓ Accelerated Schedule
- ✓ Public Agency

DESCRIPTION OF THE SCOPE OF WORK

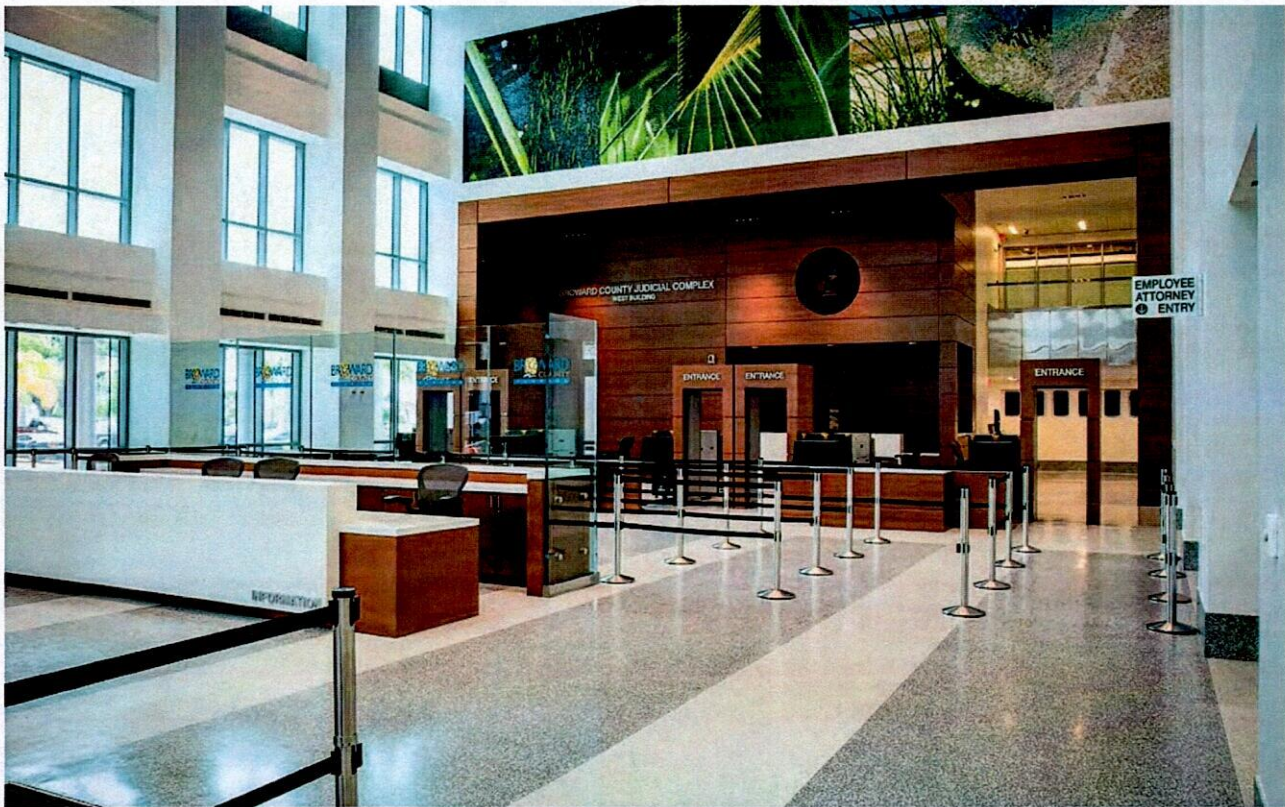
The project is a new four-story command and control headquarters facility for the Air Force Technical Applications Center located at Patrick Air Force Base. The state-of-the-art facility houses a radiochemistry lab, including a Class 10,000 clean room, to support AFTAC's Nuclear Debris Collection and Analysis Program. The facility features Sensitive Compartmented Information Facilities (SCIF), Radio Frequency Shielding, Intrusion Detection System (IDS), and can resist hurricane-force winds up to 140 mph. The project also includes a 250-seat multi-purpose auditorium. The facility is served by a new 38,000 SF central utility plant. This project was awarded a LEED Silver Certification by the USGBC.

Given the critical nature of AFTAC's operations, the building was designed to operate around the clock and to withstand a detonation or similar significant impact.



Broward County Courthouse

SLS Fire



PROJECT STATS

OWNER

Broward County

LOCATION

Fort Lauderdale, Florida

PROJECT TEAM

Tutor Perini - General Contractor
SLS Fire- Fire Protection Engineer

PROJECT DELIVERY METHOD

Design-Bid-Build with a CMAR

COST

\$262 million

DURATION & COMPLETION DATE

60 months - 1/2017

PROJECT SIMILARITIES

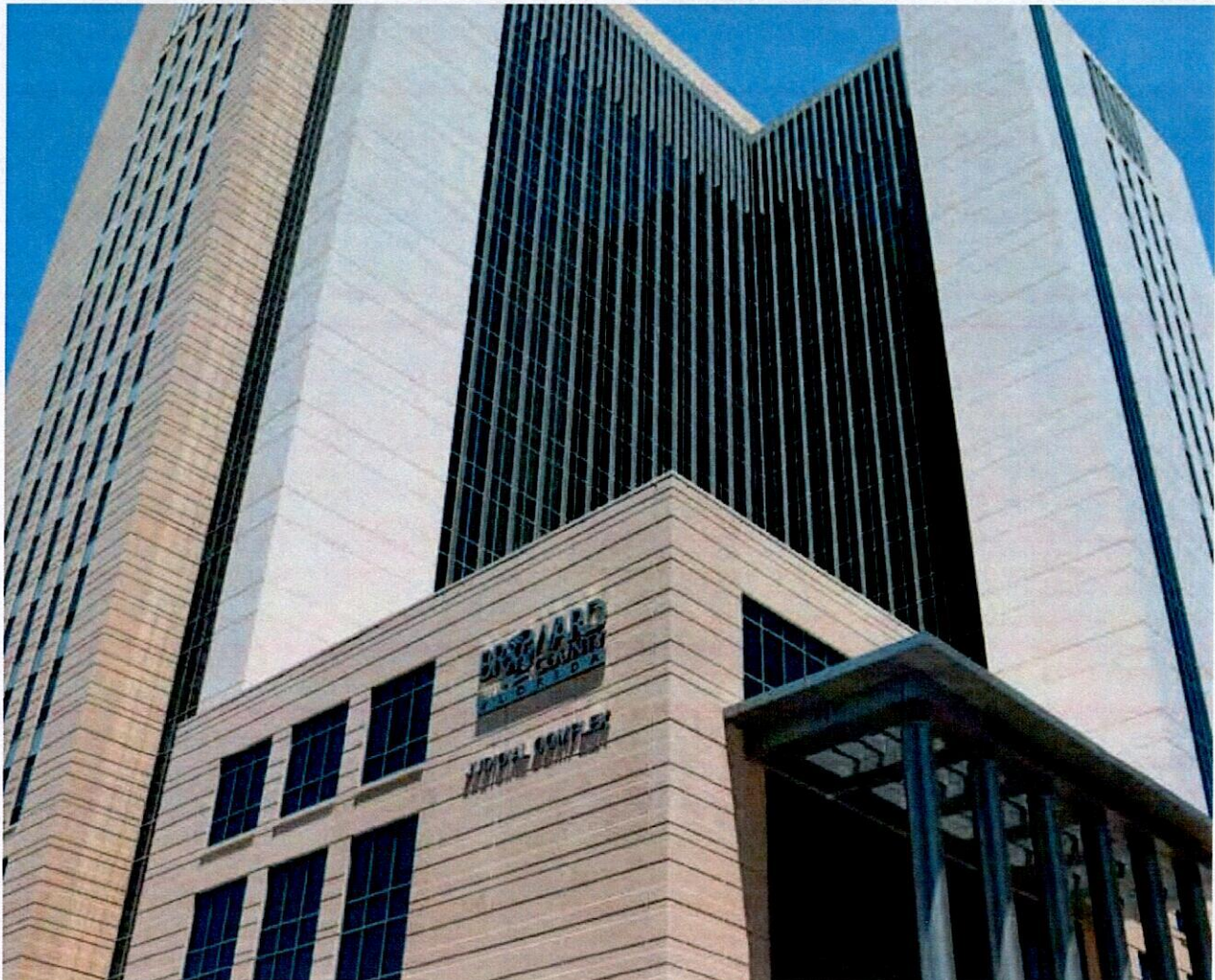
✓ Command Center

✓ Public Agency

DESCRIPTION OF THE SCOPE OF WORK

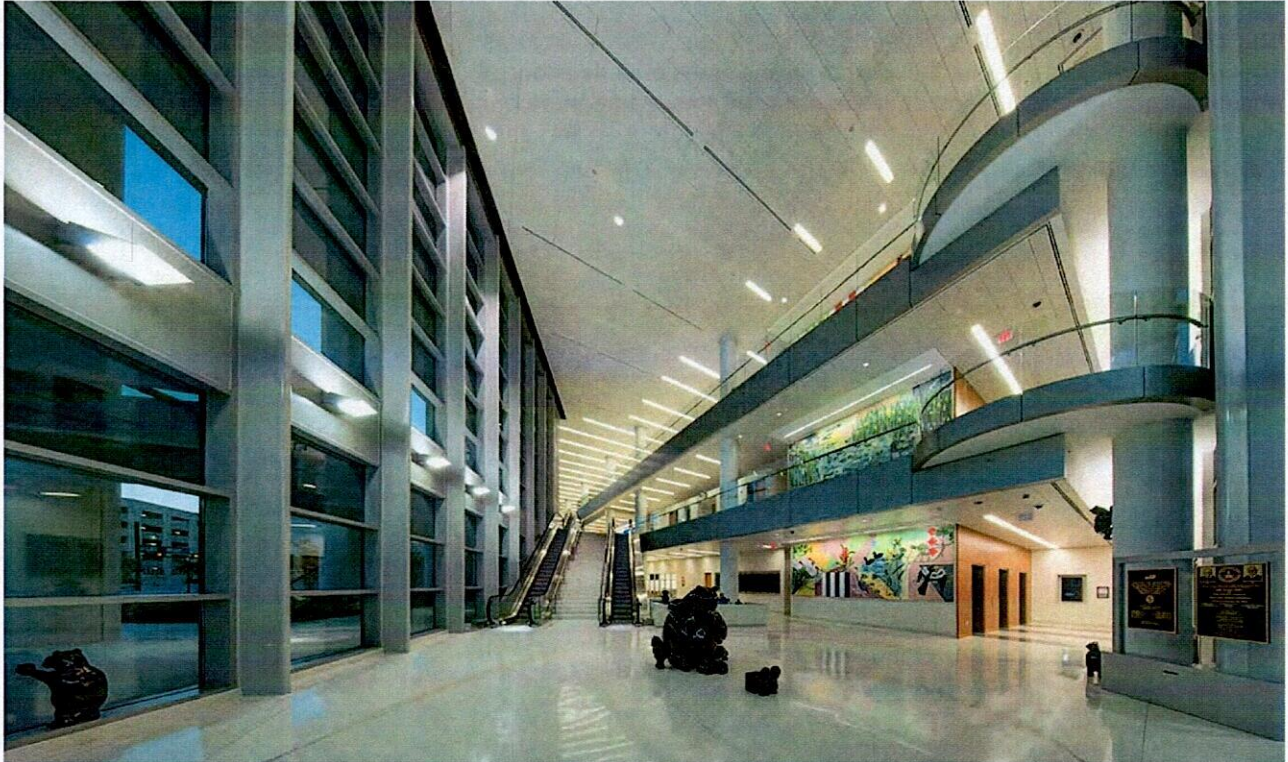
The project is a new, 20-story civil and family court building. This high-rise building houses the State Attorney's Office, Court Administration, and Clerk of Court. The facility features 74 state-of-the-art courtrooms and hearing rooms, including 45 full-sized courtrooms. The facility provides support for the Broward County Criminal courts, Domestic Relations, Magistrates, Probate courts, County Civil and Circuit Civil courts. The project includes pedestrian bridges to the existing East Courthouse, and a 500-vehicle parking garage. The garage features a sally-port for the transport of prisoners from the adjoining county jail as well as off-site facilities. The project earned a LEED Gold certification from the USGBC.

The facility is a major hub for the Broward County Sheriff's Office, which is responsible for security throughout the building.



Judge Seymour Gelber and Judge William E. Gladston Miami-Dade Children's Courthouse

SLS Fire



PROJECT STATS

OWNER

Miami-Dade County General Services

LOCATION

Miami, Florida

PROJECT TEAM

Suffolk - General Contractor
HOK - Architect of Record
Bliss & Nyitray, Inc. - Structural Eng.
SLS Fire - Fire Protection Engineer

PROJECT DELIVERY METHOD

Design-Bid-Build

COST

\$110 million

DURATION & COMPLETION DATE

43 months - 3/2015

PROJECT SIMILARITIES

✓ Emergency Operations

✓ Command Center

✓ Public Agency

DESCRIPTION OF THE SCOPE OF WORK

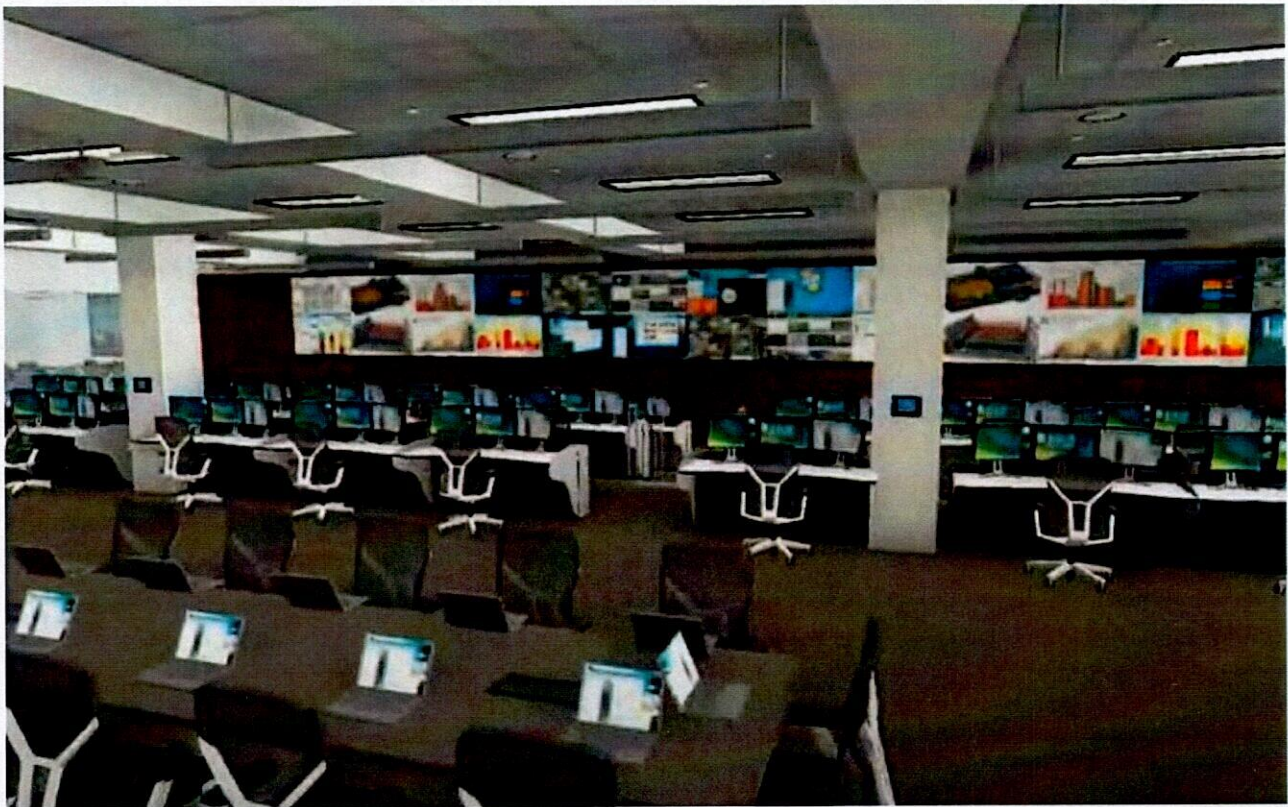
This project is a new 378,000 SF municipal courthouse. The facility was constructed to serve the Miami-Dade family and juvenile justice courts. It houses 18 courtrooms, judges' chambers, holding areas, law enforcement department offices, county prosecutors and public defenders' offices, and administrative support spaces. The 14-story building features a bright two-story entry atrium filled with public art by local school children.

Designed and constructed to require less energy and water than a typical building of the same size, the USGBC awarded the project a LEED Gold certification.



General Motors, Corporate Data Center & Network Operations Center

Syska Hennessy Group



PROJECT STATS

OWNER

General Motors

LOCATION

Warren, Michigan

PROJECT TEAM

Turner Construction - General Contractor
Gensler - Architect
Syska Hennessy - MEP Engineer

PROJECT DELIVERY METHOD

Design-Bid-Build

COST

\$105.8 million

DURATION & COMPLETION DATE

24 months - 6/28/2013

PROJECT SIMILARITIES

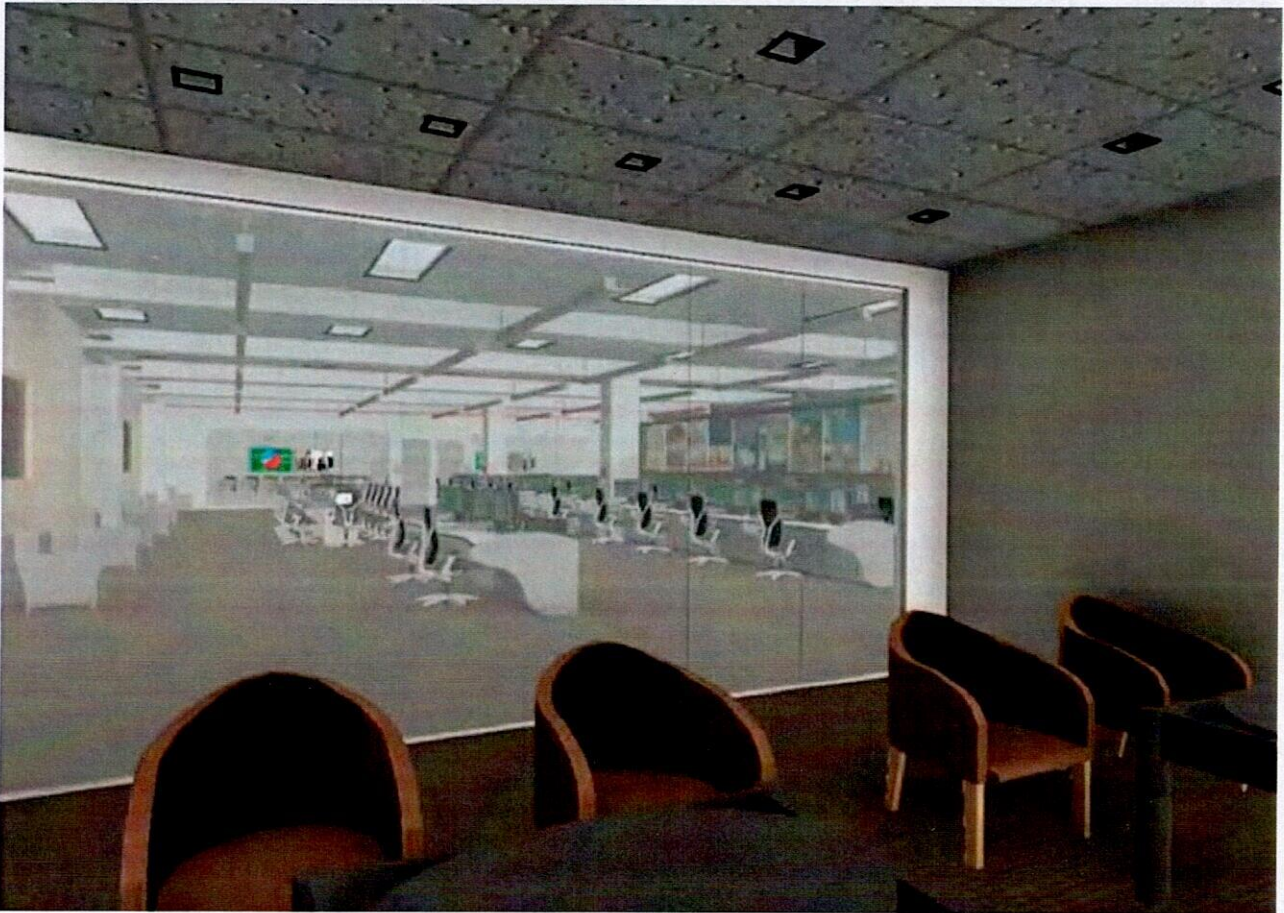
- ✓ Emergency Operations
- ✓ Accelerated Schedule
- ✓ Command Center

DESCRIPTION OF THE SCOPE OF WORK

The 184,000 SF project consisted of the entire shell and exterior equipment yard to accommodate four data hall modules, the supporting infrastructure for the first module, IT technical and work-flow space, high-speed backbone communications capability and limited administrative spaces. The data halls were planned to support 240 W/SF of critical IT load with an additional 30 W/SF critical load designated for the in-row coolers within Hot-Aisle Containment Structures (HACS). The in-row cooling equipment delivers the conditioned air necessary to cool the IT equipment and ambient environment. Raised floor and ceiling spaces will provide raceways for all of the support system's interconnectivity.

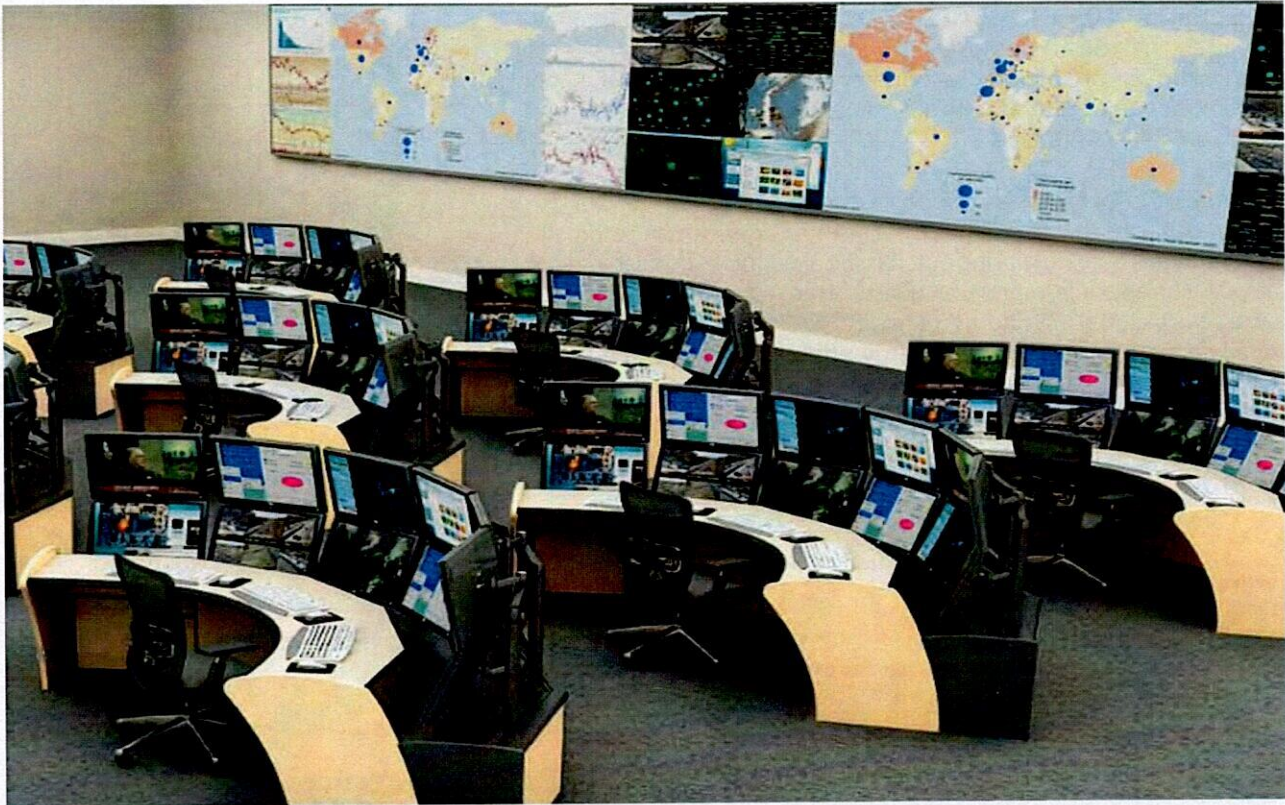
This provides accommodation for the equipment profiles in the operating system. We also reduced risk by providing 2N electrical distribution and fault-tolerant design.

Our team brought scalability to the project by building modular units in uniform sizes to ensure that future growth is provided for in the designed layouts.



CPS Energy - Mission Critical Control and Data Center

Syska Hennessy Group



PROJECT STATS

OWNER

CPS Energy

LOCATION

San Antonio, Texas

PROJECT TEAM

Sundt - General Contractor
Corgan - Architect
Syska Hennessy - MEP Eng.

PROJECT DELIVERY METHOD

Design-Bid-Build

COST

\$43 million

DURATION & COMPLETION DATE

24 months - 01/15/2005

PROJECT SIMILARITIES

- ✓ Emergency Operations
- ✓ Accelerated Schedule
- ✓ Command Center
- ✓ System Upgrades

DESCRIPTION OF THE SCOPE OF WORK

Syska engineered the design and construction of CPS Energy's Tier III/IV Mission Critical Control & Data Center (MCCDC). The MCCDC supports multiple operating groups, with an estimated total overall gross area of approximately 75,000 SF.

Each year, the Alamo Area Council of Governments issues Air Quality Stewardship Awards to recognize businesses, agencies and other organizations that are making outstanding voluntary efforts to reduce air pollution and help improve air quality in the Alamo region. This year's awardees include CPS Energy for this ECHO Data Center, which replaces three data centers with a highly energy-efficient one that uses pumped refrigerant for IT cabinet cooling rather than conventional air conditioning. The new ECHO Data Center will save over 4 million kilowatt-hours and 10 tons of pollution-forming nitrogen oxides annually.

The new ECHO Data Center will save over 4 million kilowatt hours and 10 tons of pollution-forming nitrogen oxides annually.



County of Los Angeles, Rancho Los Amigos South Campus

Syska Hennessy Group



PROJECT STATS

OWNER
County of Los Angeles

LOCATION
Downey, California

PROJECT TEAM
Sundt - General Contractor
Gensler - Architect
KPF Consulting Engineers - Structural Eng.
Syska Hennessy - MEP Engineer

PROJECT DELIVERY METHOD
Design-Build

COST
\$475 million

DURATION & COMPLETION DATE
2.5 years Estimated / TBD

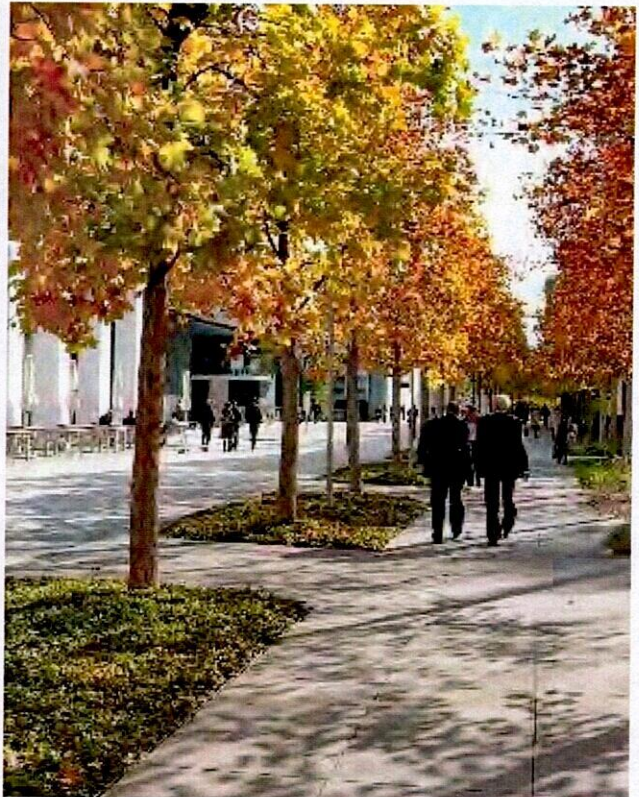
PROJECT SIMILARITIES

- ✓ Emergency Operations
- ✓ Command Center
- ✓ Design-Build
- ✓ GMP
- ✓ Accelerated Schedule
- ✓ Public Agency

DESCRIPTION OF THE SCOPE OF WORK

Syska provided engineering for MEP, Fire Protection, Security, Telecom, IT and site work for dry utilities (telecom, Internet, gas service and electrical service) for the 74-acre South Campus site. Our services included investigations of existing services and design concepts for new facilities for the County operations on two parcels – Parcel B, ISD Headquarters/ Probation Headquarters and Parking Structure site improvements, and Parcel C, Sheriff's Crime Laboratory Building with a secured parking lot and site improvements, that would create a vibrant LA County administrative center to support their mission to Transform Public Service. A third parcel – Parcel A, RLASC Sports Center with soccer fields, new concession building, and surface parking was set aside for the City of Downey. The concept design included plans to maintain services to existing building operations such as the City of Downey's Rose Parade Float building and a Sheriff's department operations building.

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The concept design included plans to maintain services to existing building operations.



DESCRIPTION OF THE SCOPE OF WORK

The P-1132 CIS Operations Complex included a tactical data center and emergency operations center in the 93,000 SF facility. ACCO designed and installed the mechanical systems serving the emergency operations center to meet federal anti-terrorism protocols, acoustical goals, and system redundancy requirements.

The central mechanical rooms include air handlers with economizer design and VAV zoning for the operations complex. Heating via a central hot water condensing boilers is located in a mechanical boiler room with hot water distribution to VAV heating coils.

ACCO's contributions in design, BIM Coordination, and construction were key to the success of this unique, LEED Silver Certified, communications complex.

**The EOC includes
100% redundant
HVAC systems
down to the
air handler
components and
DDC controllers
to help ensure
continued
operation of the
facility.**



P-583 Communications Infrastructure Upgrade- Communications Infrastructure Building

ACCO Engineered Systems



PROJECT STATS

OWNER

NAVFAC Southwest

LOCATION

MCAS Yuma, Arizona

PROJECT TEAM

DCK WW, Inc. - General Contractor

URS - Architect

URS - Mechanical Engineer

ACCO - Mechanical Subcontractor

PROJECT DELIVERY METHOD

Plan & Spec

COST

\$3 million

DURATION & COMPLETION DATE

18 months - 10/2013

PROJECT SIMILARITIES

- ✓ Command Center
- ✓ Similar Size
- ✓ Public Agency

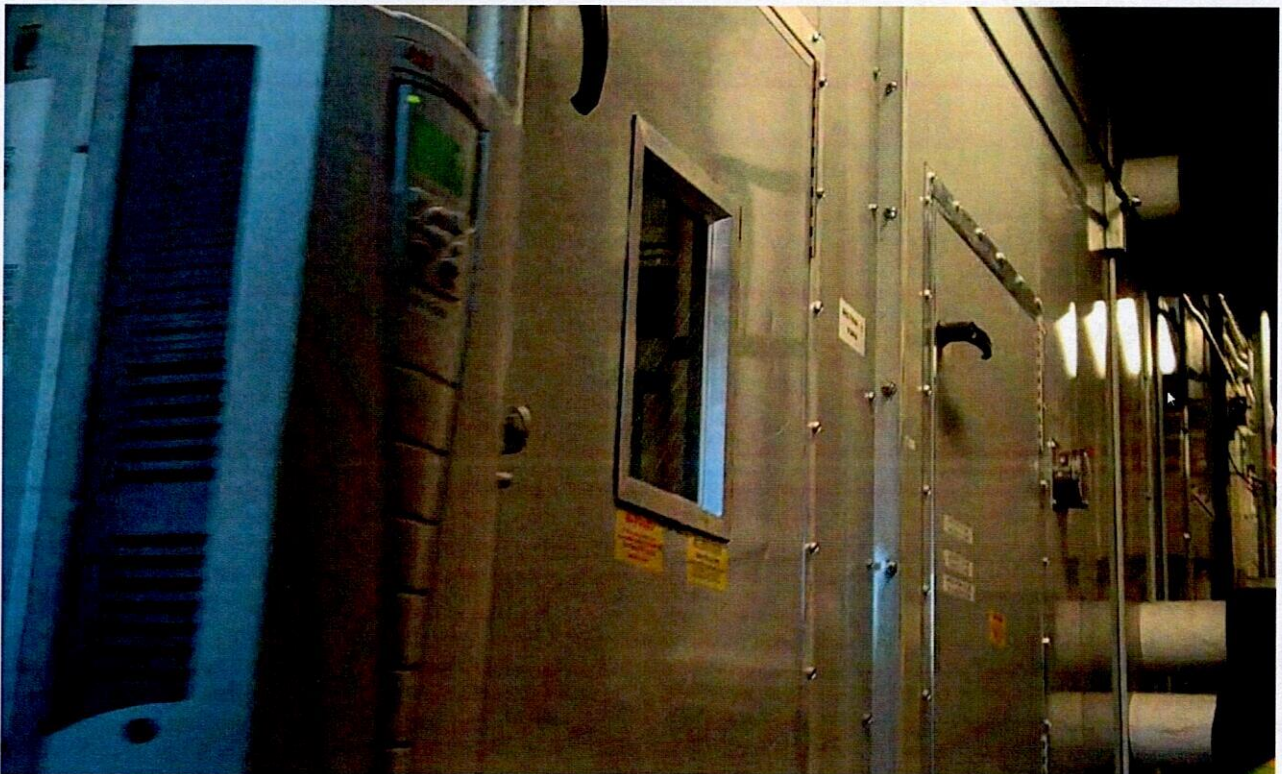
DESCRIPTION OF THE SCOPE OF WORK

The P-583 Communications Infrastructure Building houses several critical system server rooms and operations support for the MCAS Yuma base. The 33,000 SF facility is served by a central VAV air handling unit located within a mechanical room. The unit includes an economizer system with ducted intake and exhaust air from the mechanical room to exterior louvers. The air handler serves VAV boxes zoned throughout the facility.

The building heating is served by a central hot water system located within a dedicated boiler room. Variable flow hot water is delivered to the VAV boxes for building heating. The building cooling is provided by indoor water cooled chillers located within a refrigeration machinery room. The chilled water serves the central building air handler and chilled water computer room AC units.

Controls for all systems are integrated via a DDC system with control optimization to maximize energy efficiency and allow for remote building control and monitoring.

This operations facility is served by redundant central systems and security protection as it serves as the communications hub the NAVFAC Southwest region.



P-915 Strategic Operations Warfare Communications Facility

ACCO Engineered Systems



PROJECT STATS

OWNER

NAVFAC Southwest

LOCATION

Imperial Beach, California

PROJECT TEAM

Soltek Pacific - General Contractor

RJC - Architect

MA Engineers - EOR

ACCO - Mechanical Subcontractor

PROJECT DELIVERY METHOD

Design-Build

COST

\$900,000

DURATION & COMPLETION DATE

20 months - 6/2017

PROJECT SIMILARITIES

- ✓ Command Center
- ✓ Public Agency
- ✓ Design-Build
- ✓ Similar Size

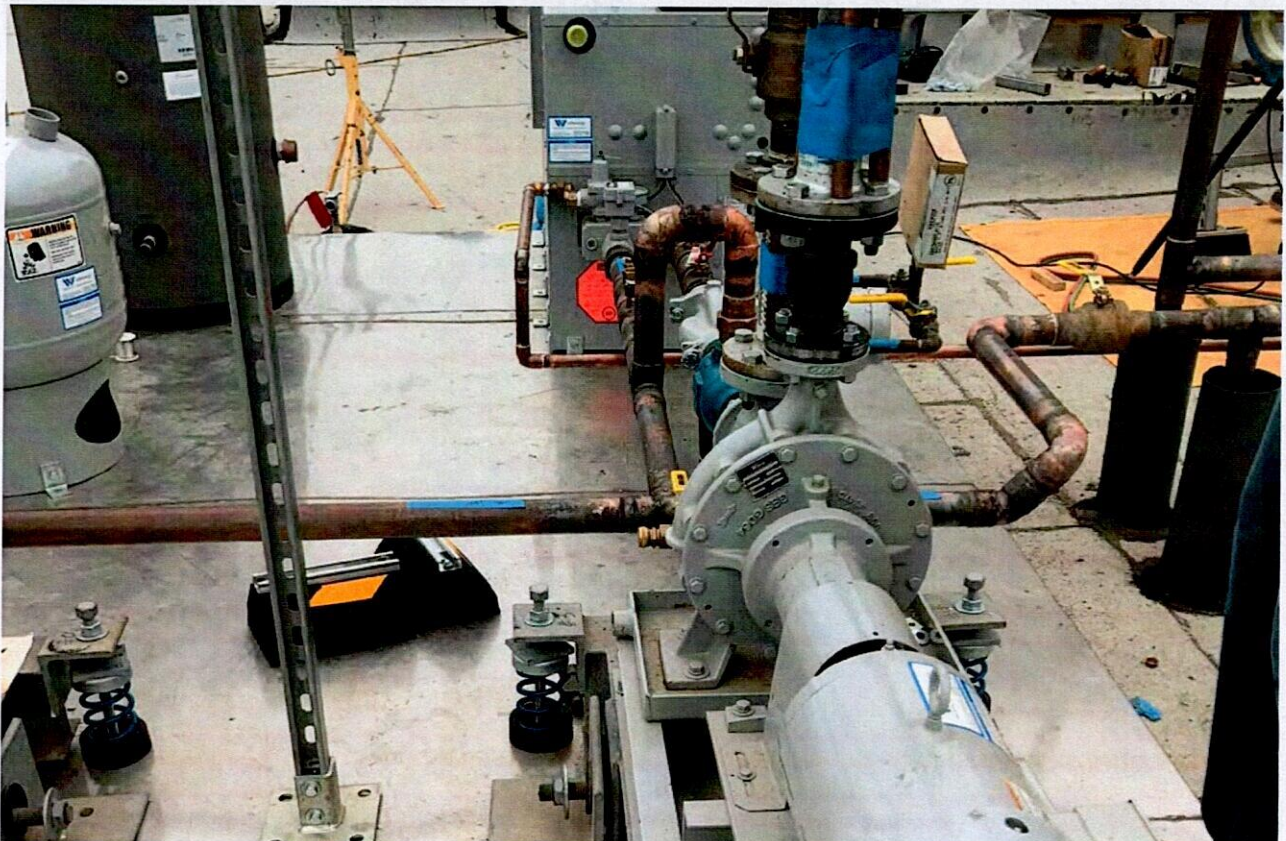
DESCRIPTION OF THE SCOPE OF WORK

The P-915 Strategic Operations Warfare Communications Facility is a 25,000 SF single-story facility housing operations and training for the Special Warfare Group at the Silver Strand Training Complex.

The building is served by a single VAV air handling unit with 100% economizer and VAV zone boxes. Distribution, zoning, and design focused on ease of maintenance, acoustical noise requirements, energy efficiency, and occupant comfort. Heating hot water is generated from a high-efficiency boiler plant with variable flow operation. Redundant computer room AC units are provided for the server space for critical space operation. The entire facility is controlled and optimized through a DDC system.

ACCO managed the design engineering with partner MA Engineers and led coordination for the construction of this key facility.

Redundant computer room air conditioning units were utilized to provide continued operation of the key server component of the facility.



SDIA Federal Inspection Service (FIS) Facility

Helix Electric



PROJECT STATS

OWNER

San Diego County Regional
Airport Authority

LOCATION

San Diego, California

PROJECT TEAM

Turner/PCL, JV - General Contractor
Gensler - Architect of Record
Helix Electric - Electrical
Subcontractor

PROJECT DELIVERY METHOD

Design-Build

COST

\$193 million

DURATION & COMPLETION DATE

23.5 months - 01/04/2019

PROJECT SIMILARITIES

- ✓ Design-Build
- ✓ GMP
- ✓ Accelerated Schedule
- ✓ Renovation
- ✓ Public Agency
- ✓ System Upgrades

DESCRIPTION OF THE SCOPE OF WORK

The Federal Inspection Services Facility at the San Diego International Airport is a world-class international arrivals facility that includes 55,000 SF of new construction and 70,000 SF of renovated space. Attached to Terminal 2 West at the airport, this project includes a new two-story Customs and Border Protection (CBP) facility, six upgraded airplane boarding gates, renovations to the existing building to create a sterile path from the plane to CBP inspection, multiple tenant relocations, baggage handling system upgrades, and air-side re-striping. This project achieved LEED Gold certification.

This "mission impossible" project was set on a fast-track schedule which spanned only 14-months from start to finish. The Airport Authority needed to have the new terminal ready to welcome its first international flight 12 months after breaking ground. Helix Electric's scope of work included all low voltage systems (Fire Alarm, CCTV, Information monitors, PA systems to Access Control); a new 350KW emergency generator; 200KW lighting UPS; varying distribution boards and associated panels as well as many "add to existing" circuit breakers to support the new and re-purposed aspects of the project. Helix's scope had many parts from new construction, airline relocations, existing interior modifications, passenger boarding bridges and taxiway lighting relocations. Over the 11-month project timeline, Helix placed over 106,000 manhours and peaked electricians.

The Federal Inspection Services Facility makes SDIA the first airport with the advanced 'Bags First' system, in which it enables passengers to retrieve their bags prior to FIS processing in order to move through customs faster.



North Coastal Live Well Health Center

Helix Electric



PROJECT STATS

OWNER

County of San Diego

LOCATION

Oceanside, California

PROJECT TEAM

Balfour Beatty Construction -
General Contractor
HMC Architects - Architect
Helix Electric - Electrical
Subcontractor

PROJECT DELIVERY METHOD

Design-Build

COST

\$21.1 million

DURATION & COMPLETION DATE

18 months - 06/30/2018

PROJECT SIMILARITIES

- ✓ Design-Build
- ✓ GMP
- ✓ Accelerated Schedule
- ✓ Public Agency
- ✓ Similar Cost
- ✓ Similar Size

DESCRIPTION OF THE SCOPE OF WORK

The County of San Diego North Coastal Live Well Health Center in Oceanside, California is a three-story, 36,000 square-foot facility. The Center houses aging and independence services, a military and veterans resource center, community health promotions, regional administration, public health and behavioral health services. The County of San Diego specifically wanted an energy-efficient building with little to no energy operating costs, a need that was met as this facility is a Zero Net Energy building, the only one in California that is a County-owned medical office. This facility also achieved LEED Platinum certification. The team overcame an 18-month design-to-occupancy schedule with a limited budget by embracing lean strategies and collaboration to maximize all resources.

Helix Electric's scope of work included all power and lighting (LED), Fire Alarm, Signal Service duct for Phone/TV/Tel/Data, Site/parking lighting, EV chargers, power for Portable Generator, wiring for metal detectors, and T24 metering. Helix also provided a fully integrated rooftop solution with an annual estimated energy generation system equal to 39 homes' energy use for one year.

Powered entirely by the sun and using no fossil fuels, the building facilitates improved workplace health, productivity, and well-being by inviting sunlight and natural ventilation, and by utilizing thoughtful hardscaping and landscaping features.



Stanislaus County Public Safety Center

Helix Electric



PROJECT STATS

OWNER

County of Stanislaus

LOCATION

Ceres, California

PROJECT TEAM

Hensel Phelps - General Contractor
Dewberry - Architect of Record
Helix Electric - Electrical
Subcontractor

PROJECT DELIVERY METHOD

Design-Build

COST

\$85 million

DURATION & COMPLETION DATE

24 months - 10/30/2016

PROJECT SIMILARITIES

✓ Command Center

✓ Public Agency

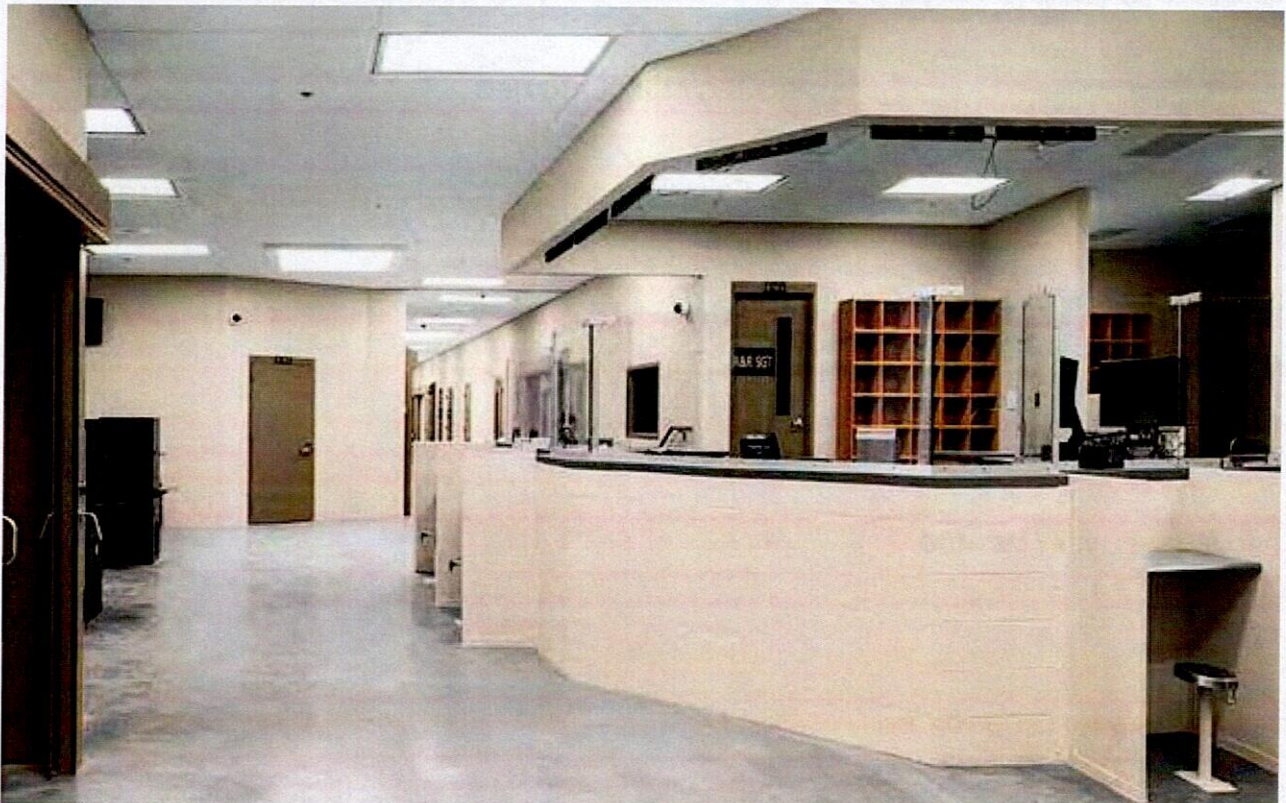
✓ Design-Build

DESCRIPTION OF THE SCOPE OF WORK

The Stanislaus County Public Safety Center (Projects One and Three) is a design-build, 138,000 SF project. Encompassing five new buildings, the project adds 552 beds (480 maximum-security beds, 57 medical/mental special use beds, and 15 health services beds) to the County's facility. Additional spaces include a medical/mental health housing unit, a health services unit, a security administration center and an intake, release, and transportation center.

Helix Electric provided design-build electrical services including normal & emergency power distribution, interior & site lighting, lighting control interface with security system, data / telecom, audio visual, fire alarm, smoke control system, and security system raceways / pathways. As part of Helix's scope of work, our team relocated the primary 12kv and 480 EM power supplying the existing medium security housing unit. The schedule for the shut down and relocation had a three-week duration which would have required the rental of a 750 kw generator and fuel costs for 24-hour operation to maintain power to the medium-security housing unit. Through experience and strategic coordination, Helix was able to shut down and relocate those feeders in four days, saving two and half weeks of projected rental costs.

The facility increases the county jail's housing capacity and provides the ability to launch new programs aimed at decreasing recidivism rates.



University of California, Irvine FLS Improvement

Cosco Fire Protection



PROJECT STATS

OWNER

The Regents of the University of California

LOCATION

Irvine, California

PROJECT TEAM

BNB Builders - General Contractor
Cosco Fire Protection - Subcontractor

PROJECT DELIVERY METHOD

Design-Build

COST

\$6.4 million

DURATION & COMPLETION DATE

26 months – 12/2019

PROJECT SIMILARITIES

- ✓ Design-Build
- ✓ GMP
- ✓ Accelerated Schedule
- ✓ Renovation
- ✓ Public Agency
- ✓ System Upgrades
- ✓ Similar Cost

DESCRIPTION OF THE SCOPE OF WORK

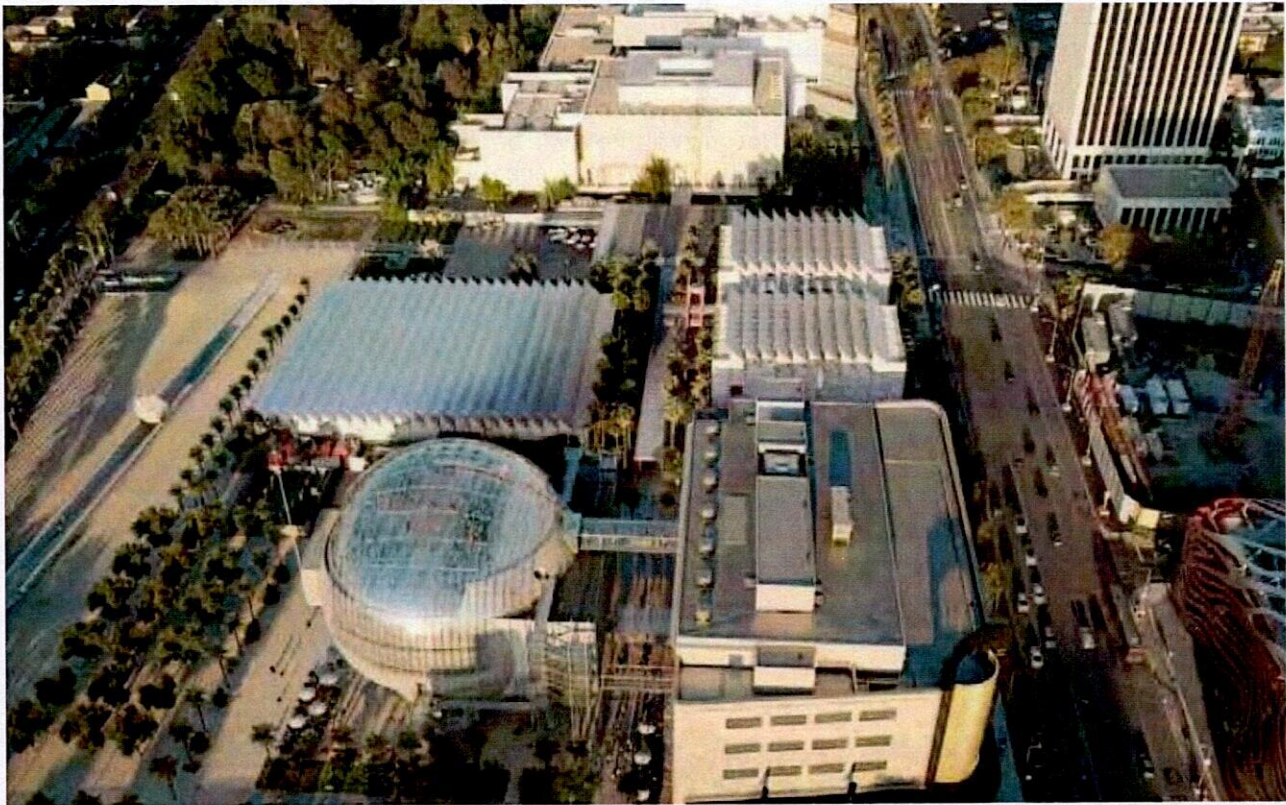
Named after the University of California, Irvine alumni and Nobel Prize winners, F. Sherwood Rowland Hall and Frederick Reines Hall are part of the university's School of Physical Sciences. The two halls offer education and specialization in various physical research and courses focused on biochemistry, statics, astrophysics, and biomedical physics, to name a few. In order to maintain the continued growth of the university and the academics on campus, Rowland Hall and Reines Hall underwent a full fire life and safety (FLS) retrofit. This included the demolition of the aging existing system and replaced it with a fire sprinkler system that would provide FLS protection to the staff and students of the university. The two-year installation and upgrade included multiple standpipes to accommodate the laboratory needs of each building across 416, 224 SF, to complete the \$6.4 million dollar retrofit.

The team worked with the Campus Fire Marshal to provide system upgrades to all Life Safety systems while the building was occupied.



Academy Museum of Motion Pictures

Cosco Fire Protection



PROJECT STATS

OWNER

County of Los Angeles Dept. of Parks & Recreation

LOCATION

Los Angeles, California

PROJECT TEAM

Matt Construction- General Contractor
Cosco Fire Protection - Subcontractor

PROJECT DELIVERY METHOD

Design-Build

COST

\$2.8 million

DURATION & COMPLETION DATE

41 months – 11/2019

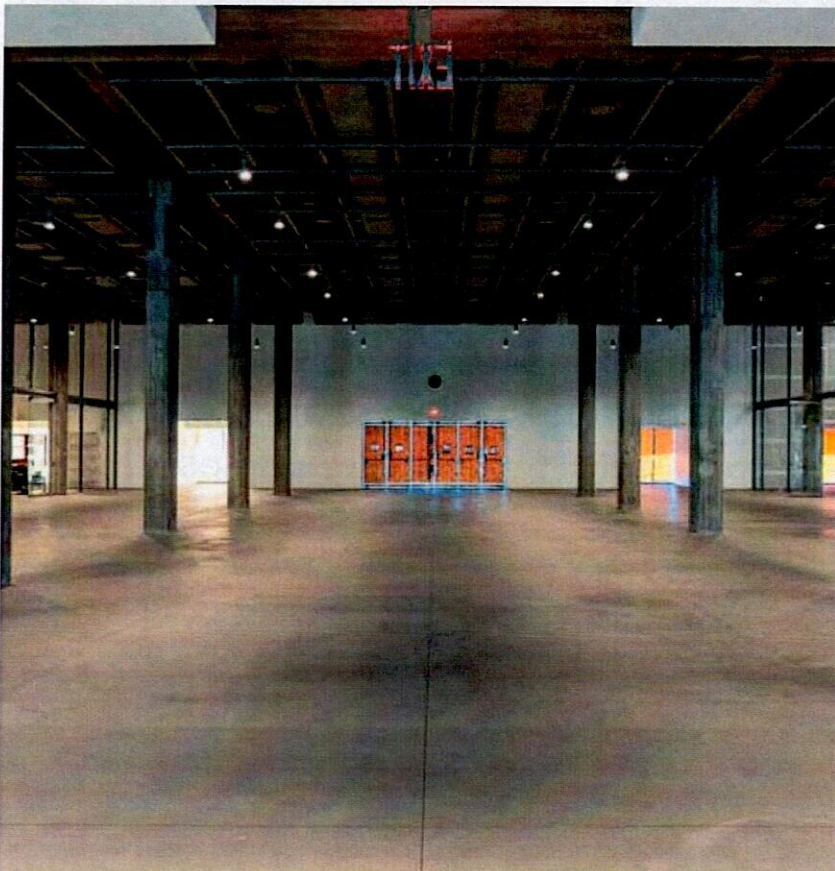
PROJECT SIMILARITIES

- ✓ Design-Build
- ✓ GMP
- ✓ Accelerated Schedule
- ✓ Renovation
- ✓ Public Agency
- ✓ System Upgrades

DESCRIPTION OF THE SCOPE OF WORK

Los Angeles' historic Saban Building will be renovated to become the new home of the highly anticipated Academy Museum of Motion Pictures (AMMP). The history of cinematography and Hollywood will be showcased within 250,000 SF of the \$388 million project. Not only will the AMMP be "the world's premier institution devoted to exploring the art and science of movies and movie-making," but it will also be the home of the new 1,000-seat David Geffen Theater. As a key contributor to the preconstruction services, Cosco Fire Protection, Inc. has been an integral part of the overall design and coordination of the renovation to the very end. Cosco furnished and installed the fire sprinkler system to include standpipes and underground piping to provide adequate fire, life and safety to the facility.

The buildings's design has been inspired by the mission of the museum itself—to turn the dream factory inside out and give visitors an unprecedented opportunity to peer behind the screen and into the creative, collaborative world of moviemaking through the lens of those who can make them.



UC Riverside Multidisciplinary Research Building 1

Cosco Fire Protection



PROJECT STATS

OWNER
The Regents of the University of California

LOCATION
Riverside, California

PROJECT TEAM
Hensel Phelps - General Contractor
Cosco Fire Protection - Subcontractor

PROJECT DELIVERY METHOD
Design-Build

COST
\$996,656

DURATION & COMPLETION DATE
29 months – 9/2018

PROJECT SIMILARITIES

- ✓ Design-Build
- ✓ Accelerated Schedule
- ✓ GMP
- ✓ Public Agency

DESCRIPTION OF THE SCOPE OF WORK

As a part of the University of California, Riverside's "Path to Preeminence", the new construction of the Multidisciplinary Research Building 1 (MRB1) will provide much needed research space to the students and faculty. Cosco Fire Protection, Inc. has been a part of the evolving research needs by installing the fire sprinkler system and standpipes that will provide adequate fire, life, and safety (FLS) needs to the sciences labs and more importantly the highly revered vivarium suite for research. With the FLS systems in place, UCR students and researchers will be able to expand their research capabilities, utilize equipment and tools to procure advancements in emerging research demands. The 125,000 SF structure stands at four stories tall, housing research ranging from life sciences, chemical sciences, medicine, and engineering. The nearly 150 million-dollar project was completed in 2018, opening its doors in early 2019 to innovative and collaborative approaches to conducting research.

MRB1 represents two milestones for the UC Riverside campus: the first major "design-build" project and the first LEED Platinum-certified project.

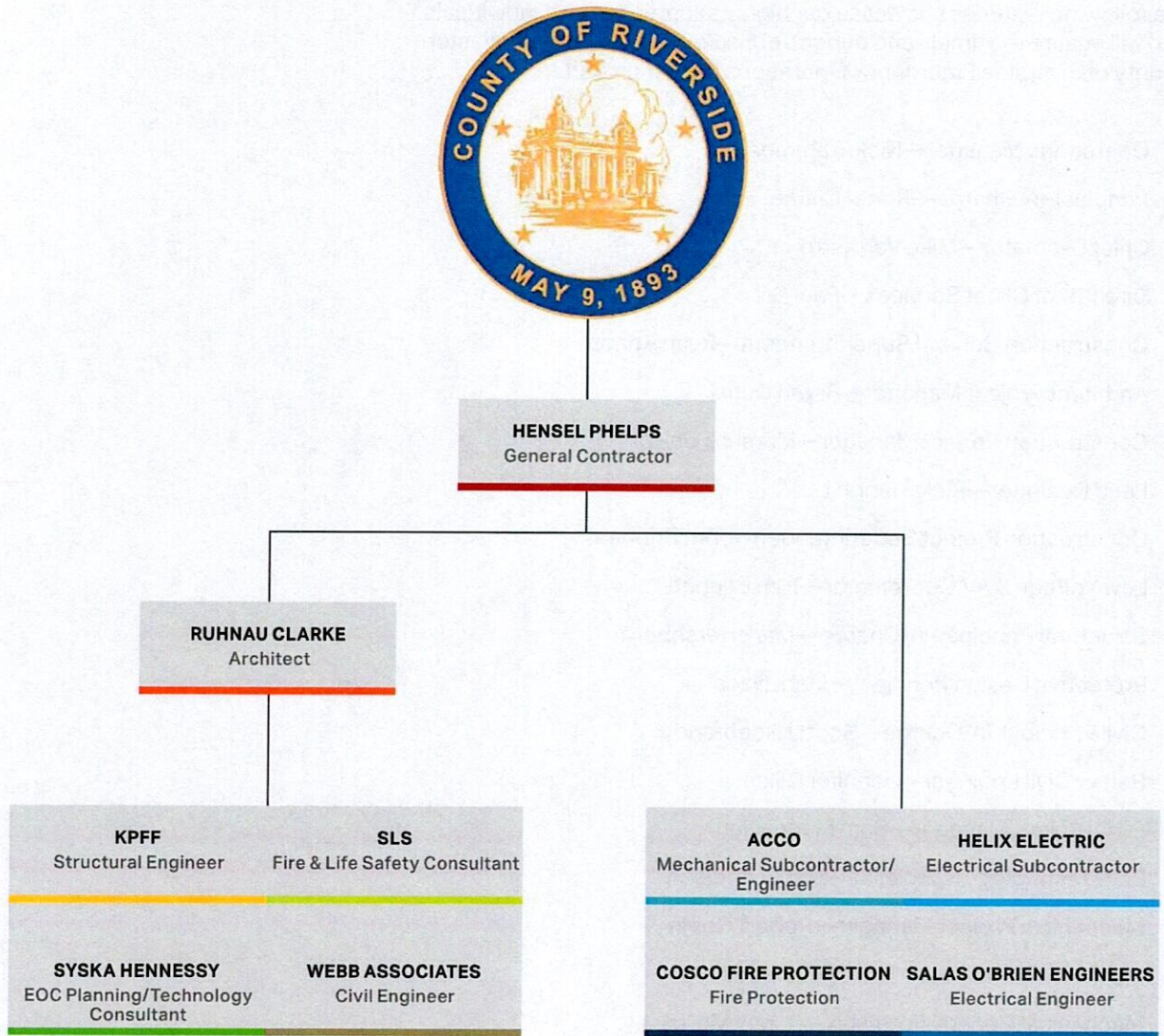


2. KEY PERSONNEL

The following resumes showcase our highly talented team of individuals who will ensure the timely and budget-conscious delivery of the Western County of Riverside Emergency Operations Center project.

- Operations Manager—Nick Trammer
- Principal-in-Charge—Roger Clarke
- Chief Estimator—Mike Verrastro
- Director of Client Services—Paul Gill
- Construction General Superintendent—Ryan Knapp
- Architect Project Manager—Bryan Dunaj
- Construction Project Manager—Marshall Galyon
- Lead Designer—Rick Stanphil
- Construction Project Superintendent—Tim Briones
- Low Voltage & AV Coordinator—Tom Bennett
- Structural Principal-in-Charge—Mark Hershberg
- Protective Design Principal—Mark Nadal
- Civil Principal-in-Charge—Scott Hildebrandt
- Senior Civil Engineer—Jennifer Gillen
- EOC Project Manager—Sam Mahdavian
- EOC Technology Specialist—Eric Rochelson
- Mechanical Project Manager—Robert Quinn
- Mechanical Engineer—Derrick Ramsey
- Mechanical General Foreman—Danny Morris
- Electrical Project Manager—Lacy Billingsly III
- Electrical Principal-in-Charge—Roy Lopez
- Electrical Engineering Project Manager—Martin Gilchrist
- Low Voltage Systems Electrical Engineer—Dan Quon
- Fire Alarm Project Engineer—Michael “Ziggy” Witzigman
- Electrical Superintendent—John Rex
- Fire Life Safety Consultant—Andrew Thul
- Fire Protection Project Manager—Zachary Caldwell
- Fire Protection Engineering Manager—Chad Pool
- Fire Protection Superintendent—Gerardo Delgado

Team Organizational Chart



Nick Trammer

Operations Manager

Nick has been in the construction industry with Hensel Phelps for almost 25 years. During his career with Hensel Phelps, Nick has successfully led over \$4 billion worth of work. He specializes in managing small to medium-sized projects with expertise in construction planning, design development, and GMP development. He has more than \$3 billion in public sector experience with clients, including the Federal Government and NAVFAC. Nick has recently completed work on the UC San Diego campus, which times perfectly for the start of this project.

Nick's management style emphasizes transparency and certainty for our clients. His exceptional listening and communication skills demonstrate his dedication to the owner's needs and priorities. His collaborative nature and calm demeanor help Nick and his teams excel on projects and produce the optimal outcome for our clients. His ability to drive to successful outcomes is why he has led some of the most significant public sector projects in our portfolio.

REPRESENTATIVE PROJECTS

PENTAGON RENOVATION WEDGES 2 - 5 Arlington, VA

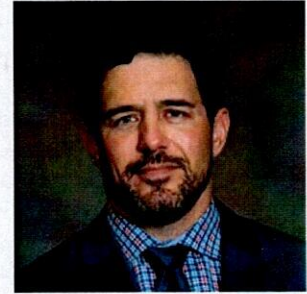
The \$1.7 billion, 4.5 million SF project included the complete demolition and abatement down to the concrete structure, hardening of the exterior envelope, and upgrading of all MEP and life safety systems. The team also built flexible office and command center space, restored numerous historical building features, and relocated the Secretary of Defense, the Joint Chiefs of Staff, and the National Military Command Center. Nick specifically was responsible for managing the Design-Build portions of this project related to Basement Segments 2A1 and 3A. Segment 2A1 is home to the National Military Command Center and Segment 3A houses the Army Operations Center. These operations centers were designed at the highest data and audiovisual levels in a fashion that allowed for an incredible amount of operational flexibility. These flexible floor plans were known as Enhanced Universal Space Plans (EUSP) and provide state of the art operations centers for our military leaders.

EDWARD J. SCHWARTZ FEDERAL BUILDING AND COURTHOUSE PHASE 3 San Diego, CA

The \$14 million, 29,329 SF project includes tenant realignment and systems upgrades relating to MEP upgrades, building system upgrades like automatic transfer switches, a new emergency generator, the replacement of the water shut-off valve, and cleaning and sealing of precast concrete panels, as well as fire/life safety work that consists of sprinkler coverage retrofit, quick response sprinkler heads, and an electric fire pump.

SAN YSIDRO LAND PORT OF ENTRY PHASE 2 San Ysidro, CA

The \$156 million, 126,000 SF project was designed and constructed to be the first government-owned, 24-hour/365-day facility to achieve LEED Platinum, NetZero Energy, and NetZero Water certifications. Phase 2 included the preservation of the original Historic Customs House and a complete reconstruction of the Northbound Pedestrian Processing Building, pedestrian and bus inspection facilities, and four northbound bus processing lanes.



27

years of relevant
experience

25

years with
Hensel Phelps

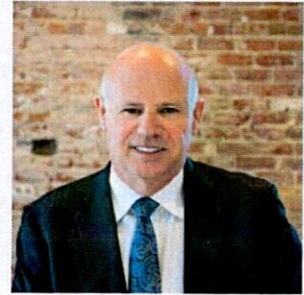
Roger Clarke

Principal-in-Charge

NCARB

Roger is the president and principal-in-charge of Ruhnau Clarke Architects. Throughout his 35 years of architecture practice, Roger has overseen hundreds of projects for public agencies throughout Southern California, including the County of Riverside. He has led the design for new construction and modernizations of data centers, fire departments, administrative centers, and courthouses. His strength lies in his ability to anticipate client needs, provide focused attention to programming and functional flexibility, and provide a wealth of knowledge in obtaining regulatory agency approval. He has a proven ability to bring all project elements together in a way that balances functionality, aesthetics, and budget.

As firm principal-in-charge, Roger's role on this project will be to lead the design process from vision and program development through construction administration. He will have overall responsibility for the project, its design, and completion within the schedule and budget.



REPRESENTATIVE PROJECTS

RIVERSIDE COUNTY ADMINISTRATIVE CENTER ANNEX Riverside, CA

The County of Riverside Regional Complex Annex is a \$28 million, 96,000 SF, five-story addition to the existing County Administrative Center. The project provided several enhancements, including a new loading dock, secure employee entrance, a secured separate entrance and parking lot for County supervisors, a public plaza, and pedestrian trellis. The structure made the then 30-year-old building appear current and modernized yet still respected its existing modernist aesthetic.

LAKE MATHEWS FIRE STATION AND WMWD OPERATIONS CENTER Riverside, CA

The Lake Mathews Fires Station was commissioned by the Riverside County Fire Department. The \$4.5 million, 10,850 SF facility includes a three bay apparatus garage, dormitory, exercise room, and living/training room. The adjacent Water District Operations Center includes emergency operations, training rooms, wellness center, and staff support areas.

PALM SPRINGS UNIFIED SCHOOL DISTRICT OPERATIONS CENTER Palm Springs, CA

Palm Springs Unified School District's \$26 million Operations Center consolidates multiple operational functions and provides a centralized location for a variety of training needs. The \$26 million, 84,581 SF project includes a two-story concrete tilt up facility with a separate single-story concrete masonry building housing vehicle maintenance. The main building houses a new flexible training center with integrated technology and spectacular views of the nearby San Jacinto mountains. Administrative work spaces, conference rooms, operations workshops, a warehouse, a central kitchen, and a loading dock are also included.

35

years of relevant
experience

28

years with
Ruhnau Clarke

Mike Verrastro

Chief Estimator

With 36 years and \$4 billion of experience, Mike has a vast portfolio of estimating iconic and complex projects, including over \$515 million worth of projects in Riverside. He is well-versed in identifying the cost implications of accelerating projects, construction logistics and phasing, tenant improvements, utility relocations, and other cost factors. As Chief Estimator, Mike is responsible for overseeing estimating and procurement efforts for projects in Southern California. He coordinates future market analysis and construction cost tracking, leads pricing review, and organizes preconstruction design management efforts. In his career, Mike has assisted many clients in achieving design excellence within the program requirements and under budget without sacrificing quality, with award-winning results.

In his role leading the estimating efforts on this project, Mike will create the construction cost framework and lead the team's strategy for meeting the project budget. He will make the team aware of the cost implications of critical planning decisions, implement design and cost controls, and analyze life cycle cost to maximize value and achieve the County of Riverside's project goals.

REPRESENTATIVE PROJECTS

SAN DIEGO UNITED STATES COURTHOUSE

San Diego, CA

The \$300 million, 467,000 SF courthouse is 18 stories tall and lies on 2.6 acres. The facility has 35 feet of subterranean detention space, parking, and administrative areas. To enhance the new courthouse, the project's master plan integrated surrounding buildings via gardens, plazas, a water feature, and pedestrian pathways. Service support areas are below grade to enhance the aesthetics of the area. Partnering played a pivotal role in achieving overall budget, schedule, quality, and safety of the project. This project represents the first courthouse to be completed for the federal government on time in recent decades.

SAN YSIDRO LAND PORT OF ENTRY PHASES 1B & 2

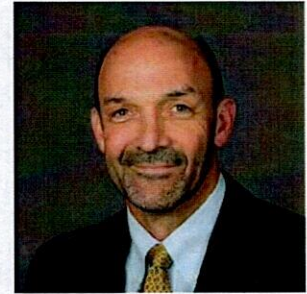
San Ysidro, CA

The \$338 million, 317,000 SF facilities process 50,000 vehicles and 25,000 pedestrians daily. Phase 1B construction includes 30,000 SF primary inspection canopy, a 62,000 SF secondary inspection canopy, and 26 vehicle processing lanes with two tandem officer booths per lane. Phase 2 was designed and constructed to be the first government-owned, 24-hour/365-day facility to achieve LEED Platinum, NetZero Energy, and NetZero Water certifications. Phase 2 included the preservation of the original Historic Customs House and a complete reconstruction of the Northbound Pedestrian Processing Building.

LA METRO—DIVISION 16 SOUTHWESTERN YARD

Los Angeles, CA

The \$175 million, 145,000 SF project is a new Metro Light Rail Vehicle (LRV) operations and maintenance facility. The SW Yard consists of five buildings and facilities that accommodate LA Metro staff and other maintenance and service employees engaged in general administration, operations, repair and maintenance, and transit security. The LRVs are maintained and inspected onsite. The track design, configuration, and site layout support safe and efficient LRV movements for "switching" between tracks and between the SW Yard facility and the mainline tracks.



36

years of relevant
experience

30

years with
Hensel Phelps

Paul Gill

Director of Client Services

Paul possesses a wealth of operational expertise and leadership experience. His 50-year professional career began in the United States Air Force where he served as an officer in various stateside and overseas assignments, culminating as Commander of March Air Force Base during the first Gulf War. Here, Paul led the effort from March to manage and deliver critical resources from March to the war zone. Prior to the commander's assignment, Paul was assigned as senior controller at Strategic Air Command's Underground Command Post. In that position, Paul was responsible for monitoring enemy submarine positions that might pose a threat to our nuclear deterrence and taking specific actions to ensure the safeguarding of our nuclear deterrent. Through his military background, Paul has acquired sharp strategic operations, planning, and crisis management skills. His expertise in emergency response and strategic planning will help inform the design to help you achieve maximum security and the flexibility to respond to a variety of emergency operations challenges.

In addition to his Air Force career, Paul has an extensive public service background. He served as Moreno Valley's community development director and as assistant superintendent of business services for various school districts. He also served as a Riverside County flood control commissioner, the chair of the Airport Land Use Commission, and as director of the County of Riverside Asset Leasing Corporation. Paul's role will be to lead the facilities planning team and partner with you in all aspects of facilities planning and funding while ensuring that your design vision meets your emergency response objectives and organizational goals.



50

years of relevant
experience

6

years with
Ruhnau Clarke

REPRESENTATIVE PROJECTS

VETERANS RESOURCE CENTER

Riverside, CA

Norco College's new Veteran Resource Center is designed to encourage community among veteran students while supporting their ability to fulfill personal, dynamic challenges. The \$2.5 million, 2,800 SF facility includes health services, instructional space, a lobby, work station, catering kitchen, and outdoor grill for community events.

JURUPA VALLEY INNOVATION CENTER

Jurupa Valley, CA

Jurupa Unified School District elected to modernize an existing, underutilized building into a high-tech innovation lab that would accommodate industry equipment, integrate the latest technology, foster collaboration, and inspire students to explore and create. The \$6 million, 22,210 SF facility has been designed to promote creativity, experimentation, and a lifelong love of learning.

COACHELLA VALLEY DISTRICT OPERATIONS CENTER

Coachella, CA

The \$64 million, 204,000 SF Coachella Valley Unified School District Operations Center includes maintenance and operations facilities, a welcoming parent center, a senior center, and offices for educational services.

Ryan Knapp

LEED AP BD+C
Construction General Superintendent

A long-time resident of Southern California, Ryan has proven himself as a valuable construction industry professional over his 18-year career. He has worked on numerous projects valued at nearly \$2 billion. His specific experience includes multiple public sector projects at LAX, LAUSD, and UC Irvine. Ryan has been responsible for the overall successful outcome of these projects and is the reason why clients repeatedly request him. His can-do attitude and success with these projects will be significant on this project.

Ryan is enthusiastic about the projects he leads. His passion for building reflects onto the people he works with, draws them in as engaging team participants, and creates a rewarding teaming environment. He has demonstrated a comprehensive understanding of accelerating project schedules on his current efforts at LAX. He understands managing the technical nature of projects that have technical requirements related to mechanical, electrical, communication, and controls. His communication skills elevate the collaboration efforts and exemplify his commitment to customer service from the design team hand-off to putting the work in place.

REPRESENTATIVE PROJECTS

SOUTHWEST AIRLINES TERMINAL 1 MODERNIZATION PROGRAM AT LAX Los Angeles, CA

The \$398 million, 431,000 SF project consisted of six phases and nine significant components. The components included the renovation of ticketing areas, departure and mezzanine levels of ticketing building, security screening checkpoints, Terminal 1 concourse, reconfiguration of aircraft gate systems, replacement of airfield paving, new underground utilities, installation of checked baggage inspection systems and facilities, power upgrades, and installation of IT services for Southwest Airlines. The project was delivered ahead of schedule, on budget, and had zero disruptions to on-going operations.

SOUTHWEST AIRLINES TERMINAL 1.5 DEVELOPMENT AT LAX Los Angeles, CA

The \$350 million, 239,538 SF terminal connector between Terminals 1 and 2 will provide additional space for ticket counters, baggage carousels, a bus gate, an additional screening checkpoint, and improve the guest experience. The multi-tenant terminal building features an outbound baggage system (including CBIS) and an inbound baggage system, loading dock with receiving area, and rooms to support building services such as mechanical, electrical, plumbing and information technology. The Terminal 1.5 project also includes a vertical circulation core which provides connectivity between the terminal and the future automated people mover.

UC IRVINE DOUGLAS HOSPITAL Irvine, CA

This \$281 million, 474,353 SF hospital was completed four months early, yielded \$12 million in owner-returned savings, and was honored with the construction industry's most prestigious prize: The 2009 AGC Aon Build America Award. Douglas Hospital was designed and built to be the icon and set the tone for future development of the UC Irvine Medical Center campus. This hospital is equipped with 191 beds, 15 operating and procedure rooms, an ICU with 30 beds, a minimally invasive surgical center, burn center, geriatric medicine, neurosciences, and a trauma and critical care unit.



18

years of relevant
experience

18

years with
Hensel Phelps

Bryan Dunaj

AIA, LEED AP
Architect Project Manager

Bryan is a licensed architect in California and LEED Accredited Professional. Since joining our firm, Bryan has been involved in the design, development, and coordination of projects varying in size and scale from modernizations to new building projects. He has worked on a variety of civic and educational projects, including the Rubidoux Child Development Center and the Fire Department Headquarters, both with the County of Riverside. Bryan works alongside clients to understand their needs and deliver thoughtful, human-centered design solutions. As a LEED Accredited Professional, he is involved in the exploration of various design concepts, design strategies, and methods of using alternative materials that embrace sustainable architecture and design.

As the Project Manager, his role will be to serve as your main point of contact, oversee the design staff, manage subconsultants, and gather site information. Bryan will ensure all information is shared with the entire team for a seamless design to construction handoff for this accelerated project.

REPRESENTATIVE PROJECTS

RUBIDOUX CHILD DEVELOPMENT CENTER Riverside, CA

The Rubidoux Family Services Child Development Center is a \$6 million, 14,335 SF facility that includes toddler classrooms with crib rooms, pre-school classrooms, elementary classrooms, administration offices, and a kitchen with food prep capacity. It also includes an outdoor covered classroom/patio for outdoor learning and three playgrounds for each of the three age groups. The project is LEED Certified.

RIVERSIDE COUNTY FIRE DEPARTMENT HEADQUARTERS CONCEPT Riverside, CA

The 386,850 SF Fire Department Headquarters Complex is comprised of four main buildings, including the administrative building, the service center, and the maintenance center. Architectural aesthetics were chosen to reflect the level of the government agency housed there while eliminating extraneous ornamentation in order to effectively and efficiently utilize public funding during an economic downturn. An outdoor central courtyard has also been provided that can accommodate fire department staff functions as well as community related events.

ETIWANDA DISTRICT OPERATIONS CENTER Etiwanda, CA

The \$ 20 million, 26,928 SF Etiwanda District Operations Center includes administration offices for child nutrition services and the maintenance and operations department. It also includes a maintenance workshop, restrooms, showers, a training room and test kitchen, transportation maintenance bays to service school buses and maintenance vehicles, and a nutrition warehouse for district-wide food storage and distribution.



16

years of relevant
experience

16

years with
Ruhnau Clarke

Marshall Galyon

Construction Project Manager

Marshall has spent his entire 11-year career with Hensel Phelps. He has demonstrated his ability to manage small to medium-scale public sector projects with expertise in construction planning and design development. Marshall's public sector experience ranges from projects with LAX, LA Metro, and Harbor-UCLA. These projects have given him the experience and understanding to perform complex addition and renovation projects, such as the American Airlines Terminals 4 & 5 Redevelopment at LAX and Kaiser Permanente Downey Hospital Expansion.

Marshall's experience on previous renovation projects with technological aspects translates to the need for this project to have someone that understands the mechanical, communication, and controls to support this facility. On his previous endeavors, he has demonstrated a high level of dedication to everything for which he was responsible. Marshall's reliability and resourcefulness will be critical attributes to the successful management of the design components for this project.



REPRESENTATIVE PROJECTS

KAISER PERMANENTE SAN DIEGO MEDICAL CENTER San Diego, CA

The \$585 million, 565,000 SF hospital is one of the most patient-friendly, technologically enhanced, and energy-efficient full-service medical centers in the world. By using a fully integrated approach to project planning, design, construction, and commissioning, the team was able to complete this project \$32 million under budget, enabling the hospital to start treating patients six months before the scheduled completion date. In addition to being delivered under budget, this project became the first hospital in California, the second in the United States, and the third in the world to achieve LEED Platinum for Healthcare. It is also the first hospital in the United States to use 100% LED lighting and active chilled beam technology—two of the many innovative strategies resulting in a 30% increase in energy efficiency over previously designed Kaiser Permanente Template hospitals.

LA METRO—DIVISION 16 SOUTHWESTERN YARD Los Angeles, CA

The \$175 million, 145,000 SF project is a new Metro Light Rail Vehicle (LRV) operations and maintenance facility. The SW Yard consists of five buildings and facilities that accommodate LA Metro staff and other maintenance and service employees engaged in general administration, operations, repair and maintenance, and transit security. The LRVs are maintained and inspected onsite. The track design, configuration, and site layout support safe and efficient LRV movements for "switching" between tracks and between the SW Yard facility and the mainline tracks.

AMERICAN AIRLINES TERMINALS 4 & 5 REDEVELOPMENT AT LAX Los Angeles, CA

The \$1.3 billion, 845,000 SF redevelopment program will fully modernize and update Terminals 4 and 5. The team intends to increase sustainability through achieving LEED Silver Certification, improve the guest experience, provide seamless airside and landside pedestrian connections, and maximize the utilization of common use equipment at ticket counters and gates.

11

years of relevant
experience

11

years with
Hensel Phelps

Rick Stanphil

Lead Designer

Since joining our firm, Rick has brought his passion for the design of various civic and community projects, including the Riverside County Administrative Center addition, Riverside County Fire Department Headquarters concept, and others. In addition to his experience in civic design, Rick has worked on several operational centers, including the award-winning Palm Springs USD District Operations Center. Having already worked on concepts for the Western Municipal Water District in this building, Rick brings an intimate knowledge of this project location and a wealth of knowledge in EOC design.

As the Lead Designer, Rick will lead the design team to create a performing arts complex that supports both student and community artistic appreciation and expression. He will understand your needs and challenges to provide thoughtful, creative, and purposeful design solutions. As the project progresses, he will remain involved by mentoring the design team and verifying that we meet your design intent.

REPRESENTATIVE PROJECTS

RIVERSIDE COUNTY ADMINISTRATIVE CENTER ANNEX Riverside, CA

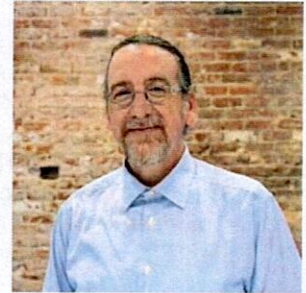
The County of Riverside Regional Complex Annex is a \$28 million, 96,000 SF, five-story addition to the existing County Administrative Center. The project provided several enhancements, including a new loading dock, secure employee entrance, a secured separate entrance and parking lot for County supervisors, a public plaza, and pedestrian trellis. The structure made the then 30-year-old building appear current and modernized yet still respected its existing modernist aesthetic.

TRANSPORTATION HIGHWAY OPERATIONS CENTER Riverside, CA

The County of Riverside tasked us with developing a new 134,660 SF Transportation Department Administration Center and Service Yard that would create a more functionally integrated work environment. The project design consists of a two-story administrative building to house the inspections/materials, survey, highway operations and engineering department, and a detached maintenance center with garage, service yard, warehouse, and laboratory facilities. Both indoor and outdoor spaces have been designed for flexibility and to foster increased collaboration and integration between departments.

RIVERSIDE COUNTY FIRE DEPARTMENT HEADQUARTERS CONCEPT Riverside, CA

The 386,850 SF Fire Department Headquarters Complex is comprised of four main buildings, including the administrative building, the service center, and the maintenance center. Architectural aesthetics were chosen to reflect the level of the government agency housed there while eliminating extraneous ornamentation in order to effectively and efficiently utilize public funding during an economic downturn. An outdoor central courtyard has also been provided that can accommodate fire department staff functions as well as community related events.



20

years of relevant
experience

20

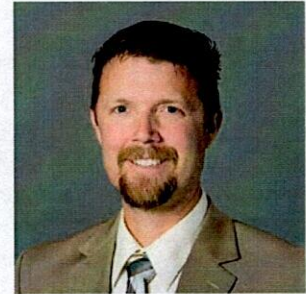
years with
Ruhnau Clarke

Tim Briones

— STS
Construction Project Superintendent

Tim is one of Hensel Phelps' premier superintendents. He is well-versed in projects led by government agencies, having worked for the Department of General Services, the State of California, San Jose International Airport, and the Department of Energy. He has experience on some of California's most prominent construction projects, such as the Terminal Area Improvements Program at San Jose International Airport, Stanford Linear Accelerator Center, and San Francisco International Airport Air Mail Center. Scott demonstrated his resourcefulness and creativity as the superintendent for Contra Costa County Admin and Emergency Operations Center, a challenging project that is one of the relevant projects being submitted for our qualifications.

Scott recently completed his assignment as the superintendent for the Contra Costa County Admin and Emergency Operations Center. This availability conveniently allows him to build a similar project and draw from lessons learned with minimal information loss.



REPRESENTATIVE PROJECTS

CONTRA COSTA COUNTY ADMINISTRATION AND EOC Martinez, CA

The \$102 million, 108,909 SF headquarters for the Contra Costa County Sheriff works to connect with the existing buildings on campus, providing a unifying and functional flow. The \$55 million, 70,754 GSF administration building houses a variety of county departments and the Board of Supervisors meeting chamber. The \$40 million, 38,155 GSF Emergency Operations Center (EOC) includes a training lecture hall and consolidates and replaces outdated facilities. One of the main features and highlights of the building is the "Situation Room" that features a 31'-10" x 13'-6" screen at one end made up of 48 smaller screens. The room features a flexible layout with multiple tables and phones and is surrounded by smaller breakout conference rooms. Another highlight is the ground level lecture hall with its main features being the glass garage door at one end that opens to allow more seating area for presentations and the electric stage. This space will be used to address the media for public announcements and as a collaborative space.

TERMINAL AREA IMPROVEMENT PROGRAM AT SJC San Jose, CA

The \$667 million, 2,656,300 SF project included the complete transformation of San Jose International Airport, including new and renovated terminal buildings, a convenient one-of-a-kind consolidated rental car facility, a simplified roadway system with convenient bypasses to alleviate congestion, state-of-the-art security checkpoints and baggage systems, and sustainable features. The project team accomplished a full renovation and expansion of the airport while maintaining operations during the entire process.

MADERA COUNTY GOVERNMENT CENTER San Diego, CA

The \$37 million, 266,301 SF project consolidated government functions and helped improve customer service to the community. The five-story administration building includes office space for county officials, customer service areas, board chambers, and various conference areas and meeting rooms. The five-level parking garage accommodates 400 cars.

24

years of relevant
experience

22

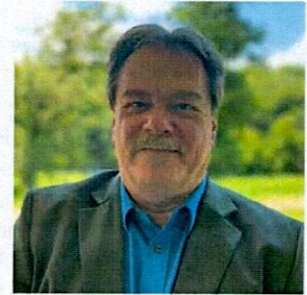
years with
Hensel Phelps

Tom Bennett

RCDD, DCDC, OSP, WD, ESS, TECH
Low Voltage & AV Coordinator

Tom is responsible for the design, integration, and installation of low voltage systems for Hensel Phelps projects. He is involved with the Hensel Phelps Services Integrated Building Systems (IBS) team. The IBS team provides Hensel Phelps the advantage of in-house subject matter experts that offer exceptional services to our clients' increasingly complex facilities.

Tom has 36 years of working knowledge in telecommunications, networks, security, building automation, fire life safety, and a myriad of specialty low voltage systems. He is skilled in design management, system coordination/integration, cost modeling, systems installation, systems commissioning, and operations. Tom is proficient in integrated smart building management solutions supporting data, voice, video, access control, sound/paging, fire alarm, CCTV, CATV, and building/ industrial automation structured cabling platforms. He will lead the systems integration team for the commissioning phase of this project.



REPRESENTATIVE PROJECTS

CITY OF NASHVILLE OVERT POLICE SURVEILLANCE NETWORK Nashville, TN

Tom was the technology designer and integrator for a citywide, \$7 million, 22,000 SF surveillance project utilizing bullet resistant camera systems deployed throughout Metropolitan Davidson County. Security command and monitoring systems were designed and deployed in five police precincts throughout the City and connected with a VMS camera management system. Network integration was also included with the Compton Avenue Metropolitan Government E911 Center and County-wide 800 Mhz trunked radio and 18 Ghz wireless tower network.

USACE FT. CAMPBELL EMERGENCY COMMUNICATIONS CENTER Ft. Campbell, KY

Tom was the technology designer for upgrades to an existing emergency command center, including redundant critical power, secure optical transport communications, and Motorola wireless RF base infrastructure. The \$11 million, 115,000 SF project consisted of a Motorola RF repeater/base station integration with the on-site DCSSO critical telecommunications facility. The facility serves as the E911 and emergency fire monitoring center utilizing the kingfisher RF Fire monitoring platform.

USACE HRCE HUMAN RESOURCES CENTER OF EXCELLENCE Ft. Knox, KY

Tom was the technology designer of record for intelligent building technology in this new 6,000 occupant campus of buildings. The \$760 million, 700,000 SF project included security, data center, all building technology, SCIF, and integrated command center. This LEED Silver project spanning two years included all design specification, coordination, and management for the fully integrated facility.

36

years of relevant
experience

1

year with
Hensel Phelps

Mark Hershberg

SE, LEED AP
Structural Principal-in-Charge

As a Principal in the Los Angeles office of KPFF, Mark has 23 years of experience in structural engineering, including projects with mission-critical and seismic retrofit aspects. He excels on fast-track and complex projects with creative approaches that draw upon state-of-the-art structural engineering techniques and collaborative engagement of the entire project team. Never content to settle for the way things have traditionally been done, Mark has developed and deployed computation-based approaches to repetitive and time-consuming processes, including structural optimization, footfall vibration, and third-party design review, that provide both schedule and design efficiency for clients.

As structural principal, Mark will be responsible for client contact, development and review of overall design criteria, establishment of project fees/schedule/scope of work, conceptual structural design and selection of major structural systems, and overall project coordination.



REPRESENTATIVE PROJECTS

CA AIR RESOURCES BOARD SOUTHERN CALIFORNIA HEADQUARTERS Riverside, CA

This \$368 million project consists of a new approximately 383,000 SF vehicular emissions testing and research center for the California Air Resources Board. The project site amenities will include a fueling island with two 6,000 gallon, above-ground fuel tanks, a compressed natural gas facility, liquid nitrogen tanks, a hazardous waste building, car and truck/bus washing areas, a loading dock, fuel drum storage, fuel bus parking, a front entry plaza, surface parking for vehicles and bicycles, electric vehicle (EV) charging stations, photovoltaic panels, thermal energy storage tanks, a lunch patio, access drives, landscaping, and an eight-foot tall perimeter wall with a metal fence.

NAVAL HOSPITAL CAMP PENDLETON & CENTRAL UTILITY PLANT Oceanside, CA

The new \$449 million, 500,000 SF, multi-level medical hospital is located on a 70-acre site at Camp Pendleton. The facility includes inpatient medical facilities with a maximum of 67 patient beds, emergency care, primary care, specialty care clinics, surgery, intensive care, and support spaces. Additionally, a central utility plant, a 1,500-space, multi-level parking structure, surface parking, and site development were also included. The new hospital received LEED Gold certification and was completed three months ahead of schedule and under budget.

UCLA PRITZKER HALL SEISMIC RENOVATION Los Angeles, CA

KPFF is leading the seismic renovation of Pritzker Hall at UCLA. This \$29 million, 140,000 SF, 1965 non-ductile concrete tower consists of eight stories above grade, a penthouse, and three stories of basement. KPFF utilized advanced nonlinear analysis techniques along with physical specimen testing and confirmed a UCOP SSP Level III rating that would be achieved by installing viscous dampers in select locations of the building. This approach was found to be less invasive and more cost efficient than the original retrofit scheme done by another structural firm.

23

years of relevant
experience

19

years with
KPFF

Mark Nadal

SE, DBIA
Protective Design Principal

Over his 24 years of structural engineering practice, Mark has developed strong expertise in the design and management of complex projects involving airports, mission critical facilities, federal buildings, and healthcare. Mark thrives on collaborating with project stakeholders to develop and implement practical, cost-effective, and thoughtful designs that result in facilities that are resilient to the effects of extreme loads from both natural and man-made hazards including wind, earthquakes, blast, forced-entry, ballistic threats, vehicle ramming, and progressive collapse. In addition, Mark has provided physical security peer review, oversight, and planning assistance to private owners and public agencies, helping his clients realize well-considered, on-budget, and regulatory-compliant projects.

As protective design principal, Mark will be responsible for client contact, development and review of overall design criteria, establishment of project fees/schedule/scope of work, conceptual structural design and selection of major structural systems, and overall project coordination.

REPRESENTATIVE PROJECTS

LAWA INTERMODAL TRANSPORTATION FACILITY WEST (ITFW) AT LAX Los Angeles, CA

This \$450 million project includes threat and vulnerability assessment, blast engineering, and protective design services for a new, 2,000,000 GSF transportation facility providing connection to an automated people mover station planned as part of LAX's overall Landside Access Modernization Program. ITFW integrates parking facilities together with bus terminals, retail space, and secure airport operations space. Consulting efforts included direct interface with LAX Dep. Director, Homeland Security, and LAX Police Chief.

FBI FIELD OFFICE COMPLEX San Juan, Puerto Rico

This \$75 million project consists of a new, 180,000 GSF Interagency Security Committee Level IV facility that will serve as a consolidated FBI field office for the island. A five-story office building and one-story annex/link building are also included. As SEOR and blast consultant, KPFF's role included overall structural design, seismic analysis, wind design for hurricane wind-borne debris region, progressive collapse analysis, site design review for enforcement of standoffs, protection of critical utilities, anti-ram barrier design, and design of primary frame and façade elements for air-blast loading effects in accordance with ISC and GSA criteria and FBI-specific enhancements.

SOUTHERN OREGON REHABILITATION CENTER & CLINICS White City, OR

KPFF provided blast/physical security consulting services for a new \$8 million, two-story, 20,000 GSF replacement office and group therapy building designed to meet VA Life-Safety Protected requirements. Consulting efforts included physical security assessment of campus security systems and security control center in collaboration with VA Police Chief and campus security personnel. Design tasks included capacity-based blast design for primary frame and exterior façade systems and evaluation of existing site protective measures, including vehicle run-up speed analysis for anti-ram protection.



24

years of relevant
experience

17

years with
KPFF

Scott Hildebrandt

PE
Civil Principal-in-Charge

Scott is a Senior Vice President at WEBB as well as an expert in drainage, hydrologic, and hydraulic planning and design services. He specializes in large complex projects where attention to detail is critical and is known as a trusted advisor in the design of projects that intersect multiple market sectors. Scott has helped provide more than 14,000 residents of the private Canyon Lake Community with parks, infrastructure, and a 40-plus mile roadway system in his role as corporate engineer for the Property Owners Association. He has planned and designed hundreds of major public infrastructure projects, including transportation, sewer and water systems, storm drains, and utility tunnels. Through cultivating close relationships with local, state, and federal regulatory agencies, he understands how to expedite approvals from multiple agencies.

Scott will focus on resolving any critical contract issues as soon as they are identified. Scott's historic and extensive knowledge of the region's infrastructure and challenges will be able to inform and guide the civil design process.

REPRESENTATIVE PROJECTS

INDIO LAW LIBRARY Indio, CA

Scott served as the Principal-in-Charge for the \$500,000, 90,000 SF Indio Law Building project which consists of a three-story building planned for the relocation and consolidation of the County of Riverside, Indio Branch District Attorney, Public Defender, County Counsel, and Law Library. WEBB provided engineering services for the on-site and off-site improvements. The on-site improvements included site plans, grading, water quality, underground storm water storage, storm drain, water, and sewer plans. The off-site improvements included Highway 111 and Jackson Street reconstruction, sidewalk and ADA ramp improvements, traffic signal installation and modification, street lights, signing and striping, and driveway improvements. WEBB worked closely with the City of Indio engineering and traffic engineering staff to determine the improvement limits and requirements. WEBB has a good understanding of the City's standards and plan check processes. WEBB negotiated with the City for improvements to keep the project cost down. WEBB coordinated with the Indio Water Authority, Imperial Irrigation District, and other utility companies.

MARCH LIFECARE DEVELOPMENT Riverside, CA

This \$3 million project is a state-of-the-art integrated health care campus designed to serve I-215 Corridor residents, the community, and the region, located on over 236 acres of former March Air Reserve Base property. WEBB processed a specific plan amendment consisting of revisions to improve the circulation and parking system, to modify structure height requirements, and to restructure the design guidelines. The development of the infrastructure master plan considered all forms of wet and dry utilities. This planning and design required close coordination with several stakeholders, including the March Joint Powers Authority, City of Moreno Valley, March Air Reserve Base, Eastern Municipal Water District, Western Municipal Water District, and Riverside County Flood Control & Water Conservation District. WEBB's services also included preparation of a master plot plan to provide conceptual plotting of the building and backbone infrastructure, as well as overall landscape plan.



38

years of relevant
experience

38

years with
Albert A. Webb Associates

Jennifer Gillen

PE, QSD/QSP
Senior Civil Engineer

Jennifer Gillen is a senior engineer and project manager with WEBB's land development engineering department. Jennifer provides project management for both public and private projects, including coordination among architects, engineers, biological and environmental consultants, developers, and various public agencies. Her experience includes the preparation of plans, details, and specifications for grading, street, traffic control, sewer, domestic water, recycled water, and storm drain improvements for various markets. She also has knowledge and experience with sewer collection systems and lift stations as well as extensive experience with design and construction detailing of flood control facilities.

Jennifer will lead the civil design process and be responsible for day-to-day project and technical management, including implementing the delivery plan, facilitating frequent and consistent communications with the client project manager, and overseeing the project controls staff for timely project management reports. In addition, Jennifer will also be responsible for preparing and reviewing design deliverables while directing design support service disciplines and specialty subcontractors.

REPRESENTATIVE PROJECTS

ADELANTO DETENTION FACILITY WEST EXPANSION Riverside, CA

Jennifer served as the principal engineer for site design services at the existing County of Riverside Sheriff Dispatch Center and 911 Call Center. This \$50,000, 30,000±SF project was conducted in two phases—one for the high security fencing and one for the additional parking lot. The project's security fencing plan showed the proposed location of the crash-rated security fence with pedestrian gate and crash-rated vehicular gates. The plan included additional security lighting along the fence and large boulder placement to prevent direct vehicular access. Design aspects included precise grading, onsite improvements, utility design, and project specifications. A unique aspect of this project was the extensive coordination required between the County and the Sheriff Department to ensure the project met all the deadlines required to secure funding for the project.

MENIFEE MEDICAL PLAZA Menifee, CA

Jennifer served as the project manager for the \$500,000, 30,000± SF, two-story medical office building located within the Menifee Town Center specific plan. The project required the preparation of conceptual grading, drainage, and water quality exhibits in conformance with the City of Menifee standards and design requirements as listed in their application for land use and development.

MEAD VALLEY LIBRARY Meade Valley, CA

Jennifer served as the principal engineer for site design services related to the development of a \$30,000, 22,000 SF library located in the unincorporated community of Mead Valley in Riverside County. The LEED Certified project includes a community room, break room, reading rooms, photovoltaic system, amphitheater, landscaping, parking, and street improvements, including curb, gutter, sidewalk, and paving. During the design phase, there was concern about how to place all of the required amenities within the small site. Through site design and the use of permeable pavers for the parking lot, the usable space of the site was maximized by putting storm water detention below the parking surface.



16

years of relevant
experience

5

years with

Albert A. Webb Associates

Sam Mahdavian

EOC Project Manager

Sam has over 18 years of experience in the design of electrical and ICT systems and in the project management of both new and existing facilities. Sam is a dedicated team leader and is pro-active in finding cost-effective solutions for his clients' projects. He has broad and comprehensive experience developing electrical distribution systems, low voltage systems, fire alarm systems, and life-safety systems for various building types. He has in-depth knowledge of operations of critical and emergency operation facilities, including airports, data centers, and emergency operation centers. Sam also has experience working on medium to large scale Design-Build projects, such as LAX Consolidated Rental Car Facility and Long Beach Airport Landside improvement.

Sam will be responsible for the coordination between the EOC technology systems and the other building systems. His experience working on EOCs and other critical facilities will ensure the project remains on track and on time.



REPRESENTATIVE PROJECTS

RIVERSIDE COUNTY ADMINISTRATIVE CENTER Riverside, CA

This \$23 million, 95,000 SF, five-story addition compliments the existing 30+ year old building while maintaining the original modern aesthetic. Several site enhancements include secure parking and entrances for employees and County Board of Supervisors, a new civic plaza, and a main entry. The new board room was designed to accommodate a variety of needs and user groups with a dais that seats from seven to 35 members and a public seating capacity of nearly 300 persons. Staging/conference rooms, a press room, a sound studio, and adjacent access to security rooms and clerk of the board offices were also included.

COUNTY OF LOS ANGELES RANCHO LOS AMIGOS SOUTH CAMPUS Los Angeles, CA

Syska provided engineering for MEP, fire protection, security, telecom, IT, and site work for dry utilities (telecom, Internet, gas service and electrical service) for the \$475 million, 74-acre south campus site. Our services included investigations of existing services and design concepts for new facilities for the County operations on two parcels—Parcel B: ISD headquarters/probation headquarters and parking structure, and Parcel C: Sheriff's crime laboratory building.

DISTRICT OPERATIONS CENTER FOR PALM SPRINGS UNIFIED SCHOOL DISTRICT Palm Springs, CA

This \$26 million, 11.76-acre project includes the construction of a one and two-story concrete tilt-up facility with a separate single story, concrete masonry building housing vehicle maintenance. The 11.76-acre site consists of administrative areas, workshops, storage rooms, restroom facilities, warehouses, a 24-tractor trailer loading dock, food preparation areas, and refrigerated food storage areas.

18

years of relevant
experience

3

years with
Syska Hennessy Group

Eric Rochelson

CTS-D, PSP
EOC Technology Specialist

Eric is a seasoned specialist in the design of ICT systems. He is an expert in multimedia, audiovisual, unified communication, intelligent building systems, local and remote digital control systems, data collaboration, interactive digital signage systems, public address systems, and converged AV and IT networks. His experience includes technical and managerial expertise in multidisciplinary technology projects, including airport security systems, voice/data networks, inside/outside structured cabling infrastructure, wireless networks, converged building networks, and carrier access provider management.

Eric will work with our architectural designers to drive the integration of critical information and communication technologies (ICT) for the EOC spaces. His focus will be on flexible, future-forward systems that work with and for the County now, anticipating and imagining what could be down the line. Eric will work with the County of Riverside and additional stakeholders involved to identify their goals for a mission-critical, security, and operational functions. He will use this information to inform the design of the EOC. Before the new EOC can go live, our AV team will be there during the start-up and commissioning of the ICT systems.

REPRESENTATIVE PROJECTS

NEW FEDERAL INSPECTION STATION AT SAN DIEGO INTERNATIONAL AIRPORT San Diego, CA

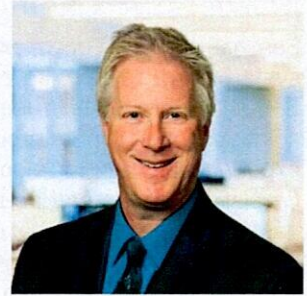
The engineering design for the FIS focused on passenger comfort while also meeting an aggressive delivery schedule. The \$229 million, 130,000 SF, LEED Silver project was completed in just 14 months. As the engineer of record for both the mechanical and electrical systems, Syska was responsible for MEP design services, architectural lighting design, and vertical transportation services. In addition, Syska designed new and renovated lighting systems in all public spaces, back-of-house areas, gatehouses, and CBP spaces. Syska also served as a project manager, facilitating coordination and collaboration while keeping the project on schedule and on track to meet its goals.

AIRPORT POLICE FACILITY AT LAX Los Angeles, CA

ICT systems design for the \$201 million, 200,000 SF airport police facility focused on supporting the mission of the airport police and their partner agencies. Syska is the EOR for mechanical and technology systems and is responsible for design services, including audiovisual, information technology, and security systems.

ARLEN SPECTOR HEADQUARTERS AND OPERATIONS CENTER FOR THE CENTER FOR DISEASE CONTROL (CDC) Atlanta, GA

Building 21 serves as the new headquarters and EOC at the agency's Edward R. Roybal campus. The \$109 million, 354,500 SF building is rated LEED Silver. The EOC occupies the entire third floor and features a 60-person main room at the heart of the facility. There is complete connectivity between the main EOC floor and other rooms in the building, including the executive management offices, team rooms, and conference rooms. Within the EOC are multiple meeting rooms that are all tied to the master control room so that all information is available in any room, and any room can share that information without needing to leave a room.



26

years of relevant experience

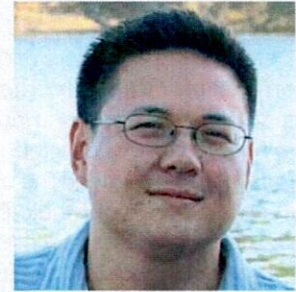
8

years with Syska Hennessy Group

Robert Quinn ——— P.E. Mechanical Project Manager

With 22 years of experience at ACCO split between engineering and construction, his skills set fits perfectly for this type of fast-paced, Design-Build project. Robert will serve as senior project manager and pre-construction manager for the mechanical and plumbing design and construction.

Robert will participate in conceptual design to outline the necessary systems to meet the project needs. This will transition into pricing, value engineering analysis, and coordination with the remainder of the project team to ensure a complete understanding of costs for the mechanical systems and all other impacted trades. Throughout the construction process, he will lead the ACCO construction team to ensure on-time delivery of material, installation consistent with the design documents, and communication with the construction team. The ability to resolve coordination and design issues on the fly with the resources available to the largest mechanical contractor on the West Coast will lead to a successful turnover of the mechanical and plumbing systems.



REPRESENTATIVE PROJECTS

P-1132 COMMUNICATION INFORMATION SYSTEMS OPERATIONS Camp Pendleton, CA

The \$6 million, 93,000 SF P-1132 CIS Operations Complex included a tactical data center and emergency operations center in the 93,000 SF facility. ACCO designed and installed the mechanical systems serving the emergency operations center. The central mechanical rooms include air handlers with economizer design and VAV zoning for the operations complex. Heating via central hot water condensing boilers are located in a boiler mechanical room with hot water distribution to VAV heating coils. Robert's roles included project manager, estimator, and engineer of record.

P-583 COMMUNICATIONS INFRASTRUCTURE BUILDING MCAS Yuma, AZ

The \$3 million, 33,000 SF P-583 Communications Infrastructure Building houses several critical system server rooms and operations support for the MCAS Yuma base. The 33,000 SF facility is served by a central VAV air handling unit located within a mechanical room. The unit includes an economizer system with ducted intake and exhaust air from the mechanical room to exterior louvers. The air handler serves VAV boxes zoned throughout the facility with heating from a central hot water boiler plant. Robert's roles included project manager and estimator.

SCHWARTZ FEDERAL BUILDING RENOVATION San Diego, CA

The \$4.5 million, 98,000 SF Schwartz renovation projects include three separate projects with a total renovation of approximately 100,000 SF. These projects included the demolition and renovation of mechanical systems to meet new program requirements, supplemental new mechanical systems, and the renovation of existing DDC controls. This contract was for 1.9 miles of new dual guideway, three stations, guideway structures (both elevated and at-grade), power substations, equipment rooms, and other supporting utility infrastructure. Robert served as project manager, estimator, and pre-construction manager for these projects.

22

years of relevant
experience

22

years with
ACCO

Derrick Ramsey

P.E.
Mechanical Engineer

Derrick brings 19 years of design experience at ACCO with lead design roles on projects including complex pharmaceutical facilities, military Design-Build facilities, education, and industrial systems. Derrick's direct field engineering experience provides vital insight in the development of designs on paper. In particular, he has lead the overall design on several complex retrofit projects, such as the Balboa Medical Center and Camp Pendleton Airfield projects. Derrick also brings tremendous experience in coordination with all trades on a project—a valuable asset from design through execution of a project. He now oversees a team of engineers in his role as engineering manager.

Derrick will be the engineer of record for HVAC and plumbing systems on the project. He will actively participate in design and coordination meetings and lead a team of engineers to meet all project goals throughout the development of the design.



REPRESENTATIVE PROJECTS

P-1132 COMMUNICATION INFORMATION SYSTEMS OPERATIONS Camp Pendleton, CA

The \$6 million, 93,000 SF P-1132 CIS Operations Complex included a tactical data center and emergency operations center in the 93,000 SF facility. ACCO designed and installed the mechanical systems serving the emergency operations center. The central mechanical rooms include air handlers with economizer design and VAV zoning for the operations complex. Heating via central hot water condensing boilers are located in a boiler mechanical room with hot water distribution to VAV heating coils. Derrick served as lead production engineer.

BALBOA NAVY MEDICAL CENTER RENOVATION San Diego, CA

This \$17 million, 1,000,000 SF project was a multi-phase wholesale mechanical renovation of an operating hospital. Our team met strict military and hospital specifications and time-critical installations. 18 total independent systems were replaced or upgraded from the retrofit or replacement of large air handlers down to the replacement of VAV boxes and air distribution. Along with the complexities of modernizing and improving design concepts on paper, this project required substantial hours of field engineering solutions. Derrick's engineering skills and field experience played a key role in solving complex design challenges in an operating hospital facility. Derrick's role included lead field engineer.

BALBOA BUILDING 26 San Diego, CA

Balboa Building 26 was a \$4 million renovation of approximately 105,000 SF of existing building area. A complete removal of all systems was competed with all new HVAC equipment, ductwork, and piping distribution installed. Four new air handlers were installed in mechanical rooms with associated economizer ductwork to the exterior. Revised central cooling and heating plants were provided to serve the facility. Derrick's role was engineering lead.

19
years of relevant
experience

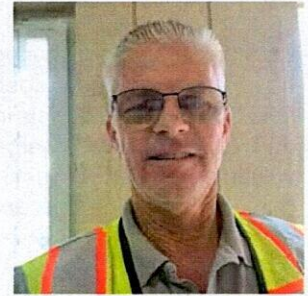
19
years with
ACCO

Danny Morris

Mechanical General Foreman

Danny has 39 years of experience and has been with ACCO for 27 years. In his role as a general foreman, he has shown exceptional skills in planning, coordinating, assisting in cost control, and ensuring a safe work environment. He establishes effective communication plans and procedures for his field teams on jobsites of all types, including many public works and government projects.

Danny's role will include oversight of ACCO installation, manpower management, and coordination of field construction activities. He will work with ACCO sheet metal, piping, and plumbing foreman to coordinate installation timing and material delivery. Danny's goal is to ensure an effective, efficient, and safe installation of the mechanical and plumbing systems on the project.



REPRESENTATIVE PROJECTS

WHITTIER COLLEGE SCIENCE & LEARNING CENTER Whittier, CA

The \$6 million Science & Learning Center project is a complete renovation of 90,700 SF. A 400-ton chilled water plant was installed with a remote cooling tower in the mechanical yard at grade level. A four-boiler hot water reheat system was also installed on the roof. Floor-by-floor air handling units were replaced by two custom rooftop mounted variable speed air handling units with all air being exhausted through a variable speed lab exhaust system. A full DDC controls system was installed along with 57 fume hood lab controls.

UC IRVINE SMART LAB CONVERSION Irvine, CA

ACCO renovated the existing VAV air distribution system with Venturi-type laboratory air valves and a new DDC system to serve lab space and existing office zone boxes. The \$2 million, 92,000 SF project included new ductwork, lab valves, reheat coils, and piping systems. ACCO acted as the prime contractor, leading the overall construction team to deliver a quality product on time that exceeded the owner's expectations.

JOHNSON AND JOHNSON CSS Irvine, CA

This \$435,000, 15,000 SF project included the demolition and re-distribution of multiple air handling systems. New ductwork and air distribution were provided to match the new layout and re-purposing of the facility. MRI systems were added, which required specialty exhaust and heavy gauge ductwork at the MRI system interface. Coordination and layout was a significant effort. ACCO's resources were up to the challenge and delivered a successful system on time. Exterior amenities include plazas, a water feature, and pedestrian pathways.

39

years of relevant
experience

27

years with
ACCO

Lacy Billingsly III

Electrical Project Manager

Lacy has experience managing and estimating commercial, multi-unit, hospitality and various special projects. After graduating from Cal Poly San Luis Obispo with a degree in Electrical Engineering, Lacy joined Helix Electric and worked as an estimator for approximately two years. After gaining valuable experience in estimating, Lacy has taken on the role of a project manager, where he has successfully led and managed over \$60 million of electrical work.

As Helix Electric's project manager, Lacy will compile cost analyses, budgets, estimates, proposals, schedules, scopes of work, subcontracts, and contracts. He will work closely with the architect and engineers to review plans and specifications to identify potential obstacles and proactively implement solutions. He will develop creative solutions with subcontractors to find quality value engineering/cost reduction ideas, as well as develop, track, and maintain tight project schedules and budgets.



REPRESENTATIVE PROJECTS

PAPERMATE PEN FACTORY Santa Monica, CA

Formerly used as the manufacturing facility for Paper Mate, The Pen Factory project is a 222,000 SF, two-story structure that includes a 700 car parking lot. This creative office space offers an open floor plan with landscaped exterior spaces. At the center of the building is a courtyard entrance, and with the floor-to-ceiling windows and additional skylights, natural light flows throughout. The project was delivered in 13 months from design to occupancy with a \$4 million electrical contract.

FLIGHT AT TUSTIN CORNERSTONE Tustin, CA

Flight at Tustin Cornerstone is a \$142 million, 500,000 SF office campus consisting of multiple buildings spread over a 20-acre site. Neighborhood-like retail amenities include a food hall, indoor and outdoor meeting facilities, an outdoor fitness area, and multiple on-site conference facilities. The campus also includes a stand-alone, 1,250-space parking structure.

RUNWAY AT PLAYA VISTA Playa Vista, CA

Covering approximately 11 acres, the \$300 million Runway project offers nearly 221,000 SF of retail space, 35,000 SF of office space, and 420 residential units in two phases. The commercial side of the project includes a Wholefoods Market, a luxury brand movie theater, restaurants, cafes, a four-story office building and a four-story parking structure. The residential side of the project consists of 420 units with floor plans ranging from 588 to 1300 SF. There is also an 8,000 SF clubhouse with a pool and rooftop terraces.

6

years of relevant
experience

8

years with
Helix Electric

Roy Lopez — PE

Electrical Principal-in-Charge

For 35 years, Roy has been involved in the design of educational, institutional, healthcare, and industrial/manufacturing facilities. Roy's success in the challenging area of facility rehabilitation has been recognized with awards by the National Electrical Contractors' Association for large-scale conversion of production-line areas at the MGE UPS systems plant in Costa Mesa, as well as for the addition of cast member support areas at the main entertainment complex in Anaheim. His specialized training includes hospital fire and life safety systems design through OSHPD, where he is currently a board member.

Roy will serve as Electrical Principal-In-Charge and will oversee all project administration activities and will also be in charge of quality control reviews. He will work in tandem with the electrical subcontractor as design is developed and the project is accelerated in the construction phase.



REPRESENTATIVE PROJECTS

CITY OF CORONA CORPORATE YARD WITH EOC Corona, CA

Roy was the principal-in-charge for two new ground-up buildings, with a contract of \$73,700 and 76,550 SF, for the City of Corona staff department offices, including public works, maintenance, operations and general services, SCADA, IT, water and power, parks and community services, as well as the entire lower level of one of the buildings serving as the City's Emergency Operations Center.

UC IRVINE MEDICAL CENTER OPEN END CONTRACT Orange, CA

Roy is the principal-in-charge for more than 100 projects with an open-ended contract and current square footage of over 50,000 SF providing electrical engineering services for the UC Irvine Medical Center, including fire alarm upgrades, security upgrades and ATS prioritization, emergency power upgrades, and power segregation.

UC SAN DIEGO CAMPUS-WIDE LIGHTING RETROFITS PHASE 1 San Diego, CA

Roy serves as the principal-in-charge for this \$57,100, 142,977 SF energy efficient lighting retrofit for the UC San Diego campus, performing electrical engineering and architectural lighting consulting to retrofit three buildings for more efficient LED lighting for both the interior and exterior. For this project, our team has worked with the design team and University staff on proper scheduling and phasing to be minimally disruptive of the students' schedules.

35
years of relevant
experience

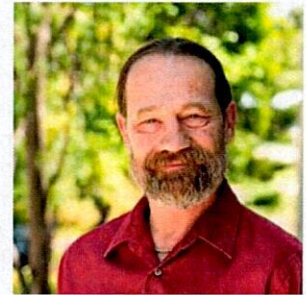
29
years with
Salas O'Brien

Martin Gilchrist

LEED AP
Electrical Engineering Project Manager

Martin has 29 years experience in electrical engineering and design, including lighting and power system design, Title 24 calculations, photometric studies, fault current and voltage drop calculations, and control systems utility provider interface. He brings experience in working closely with architects, owners, and interior designers during early phases of project development to define intent and offer creative solutions.

As project manager, Martin will supervise production of the electrical plans, specifications, and cost estimates, and he will attend all meetings. Martin will coordinate with utility companies, prepare drawings and specifications, lighting illuminance calculations, California Energy Commission Title 24 calculations and documentation, coordinate with other disciplines and authorities having jurisdiction, and review shop drawings.



REPRESENTATIVE PROJECTS

ORANGE COAST COLLEGE MARITIME TRAINING CENTER Newport Beach, CA

Martin was the project manager for the new \$33,900, 10,000 SF higher education facility on top of one level of parking. The ground level will include a 37-stall parking garage with a 300 SF storage room and 200 SF of utility and machine rooms. The upper level will include two classrooms, a lecture hall, mission bridge simulator, seminar room, radar room, faculty and program offices, study area and lounge section, restrooms, and lobby. Providing full service fire alarm system design includes plans, diagrams, details, and voltage drop calculations as required by California Building Code.

CERRITOS SHERIFF STATION ADDITION AND REMODEL LOW-VOLTAGE SYSTEM DESIGN Cerritos, CA

Martin was the project manager for the mid and upper level addition and remodel of Cerritos Sheriff Station. Scope for the \$20,100, approximately 13,000 SF project included the expansion of information technology, data and low voltage communication system, including radio communications, intrusion detection and access control, and PA/paging.

WESTERN MUNICIPAL WATER DISTRICT HEADQUARTERS Riverside, CA

Martin was the project manager responsible for getting this \$34,100, 53,000 SF project to LEED Silver Tenant Improvement build-out of 53,000 SF of a shell building to support the headquarters operations for the prominent Municipal Water District in Riverside County, including offices, training rooms, fitness, showers and locker rooms, council chambers with DAIS, and supporting spaces. Electrical scope included complete power, lighting, and telecommunications systems, as well as a brand new generator backup power distribution system with life safety and standby branches.

29

years of relevant
experience

20

years with
Salas O'Brien

Dan Quon ——— P.E., RCDD

Low Voltage Systems Electrical Engineer

In addition to project engineering, Dan is also responsible for the development of in-house design standards for power, lighting, voice/data/video, security, sound, and building automation systems for the firm. He has 34 years of experience in the design of electrical facilities in schools, colleges, universities, industrial and manufacturing plants, government/institutional buildings, parking structures, and high-voltage utility systems. Dan is active in the development and application of the firm's guide specifications, the staff training and development program, and quality assurance/quality control activities. He also has extensive experience in the development of written electrical system maintenance and testing procedures for facility manager and contractor use and the performance of due diligence and property review surveys.

Dan will serve as the Low Voltage Engineer for the project. He will be in charge of low voltage systems design including, but not limited to, voice, data, and television systems.

REPRESENTATIVE PROJECTS

SAN BERNARDINO CITY UNIFIED SCHOOL DISTRICT POLICE HEADQUARTERS San Bernardino, CA

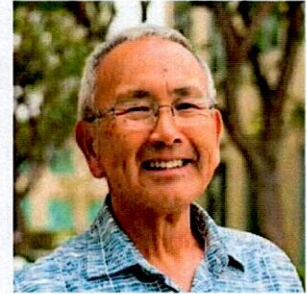
Dan is the low voltage engineer for the preparation of electrical, fire alarm, and telecommunications construction documents for the construction of a new \$6 million, 18,300 SF, two-story police headquarters building for SBCUSD. Design includes multiple levels of security zones with designated separation between public, minimum public (secure 1), and no public (secure) access spaces.

UC RIVERSIDE GLEN MOR 2 STUDENT HOUSING Riverside, CA

Dan was the low voltage engineer for this \$223,200, 208,600 SF project which provided electrical engineering services for the preparation of electrical, fire alarm, photovoltaic, and telecommunications engineering for five six-story student housing buildings (232 units total), a 597-stall parking structure, plus a convenience store, 100-seat auditorium facility, and a residential services office building. The project was designed to LEED Gold standards in Revit 3D.

APPLIED MEDICAL OFFICE, LABORATORY, AND WAREHOUSE PROJECTS Lake Forest and Rancho Santa Margarita, CA

Dan has been the principal-in-charge for more than 75 new construction and renovation projects currently totaling \$250,000 and over 100,000 SF through an open-end contract with this medical device manufacturing company. Projects have included offices, laboratories, warehouses, parking structures, and a complete microgrid, while scope has included electrical engineering, low voltage, telecommunications, security, and architectural lighting.



34
years of relevant
experience

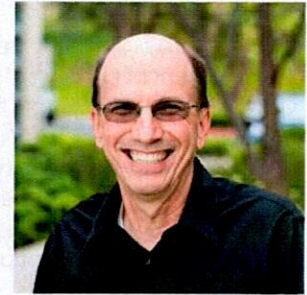
24
years with
Salas O'Brien

Michael "Ziggy" Witzigman

P.E., NICET LEVEL IV
Fire Alarm Project Engineer

Ziggy has been involved in electrical design and construction for nearly two decades, primarily in the areas of fire alarm, electronic security, building automation, sound, and voice/data/video communication systems. This includes more than 12 years of experience as an application engineer with major fire alarm/communication/technology firms, coordinating the design, installation, and commissioning of low-voltage building systems. Ziggy has been particularly successful in modernizing existing schools, hospitals, retail/entertainment centers, and office buildings, upgrading building systems via selective integration of new digital process and communication device technologies to current performance standards, as well as establishing compliance with the latest life-safety and accessibility codes.

Ziggy will be the Fire Alarm and Low Voltage Engineer for the project and will be in charge of fire alarm and low voltage systems design including, but not limited to, voice, data, and television systems.



REPRESENTATIVE PROJECTS

UC IRVINE MEDICAL CENTER OPEN END CONTRACT Orange, CA

Ziggy is the senior electrical and fire alarm engineer for more than 100 projects with an open-ended contract and current square footage of over 50,000 SF providing electrical engineering services for the UC Irvine Medical Center, including fire alarm upgrades, security upgrades and ATS prioritization, emergency power upgrades, and power segregation.

SUMMIT INTERMEDIATE SCHOOL CAMPUS-WIDE LOW VOLTAGE AND FIRE ALARM UPGRADES Etiwanda, CA

Ziggy served as the electrical engineer providing telecommunications and fire alarm system services for the \$1.4 million, 91,300 SF low-voltage systems upgrade of the 91,000 SF renovation. Scope included the replacement and upgrades to the low voltage systems encompassing integrated communication system, voice/telephone, LAN/data systems, intrusion detection security, and fire life safety systems.

ORANGE COUNTY SHERIFF'S DEPARTMENT HEADQUARTERS EMERGENCY GENERATOR REPLACEMENT Santa Ana, CA

Ziggy served as the electrical engineer preparing the electrical construction documents for the \$40,020, 10,000 SF replacement of their existing 300 kW stand-by emergency diesel generator with base tank. The generator was replaced at the same location as the existing generator, and a new automatic transfer switch was provided in the main electrical room located in the basement of the Sheriff's Headquarters building. The project consisted of design, procurement, and installation of a complete standby emergency generator, including the testing, cutover, and demolition of one existing 300 kW diesel generator.

32
years of relevant
experience

19
years with
Salas O'Brien

John Rex

Electrical Superintendent

Contributing to the Helix team for more than seventeen years, John first joined the company as a journeyman and has worked himself up to superintendent. This extensive experience has resulted in strong expertise in occupied projects, including educational, seismic improvements, infrastructure, and complex remodels.

As Helix Electric's Superintendent, John will play a key role in the direction of the project from start through final commissioning. He will provide oversight of all construction-related issues. This includes ensuring that company safety policies are adhered to, work is installed in a high-quality manner, and the project is an overall success as it relates to client satisfaction, company profitability goals, and continued development of all team members.



REPRESENTATIVE PROJECTS

LONG BEACH CITY COLLEGE BUILDING GG

Long Beach, CA

This \$23 million project consists of a 31,698 SF student services building at the Pacific Coast Campus. The existing structure was demolished and replaced with the new facility, which houses the admissions and records offices, counseling, financial aid, Extended Opportunity Programs, Disabled Student Programs and Services, cashiering, and food services.

BURBANK TOWN CENTER

Burbank, CA

This \$40 million project consists of a 1,200,000 SF, 40-year old mall extensive renovation. The project includes two parking garages, the renovation of food court and associated restaurant feeds, a new elevator, and a grand entrance and terrace on the south side of the mall.

UCLA CENTER FOR HEALTH SCIENCES SOUTH TOWER

Los Angeles, CA

This \$203 million, 443,387 SF project renovates the seismically deficient South Tower in the Center for the Health Sciences. The South Tower formerly accommodated medical center inpatient care and related programs that were relocated to the new Ronald Reagan UCLA Medical Center. The project provided the following—interior demolition and hazardous materials abatement, seismic retrofit and building shell upgrades, building infrastructure improvements, and interior improvements.

17

years of relevant
experience

17

years with
Helix Electric

Andrew Thul

PE
Fire Life Safety Consultant

Andrew is a life safety consultant/fire protection engineer with 12 years of experience exclusively allocated to building code consulting, fire protection, and life safety consulting. He has an in-depth understanding of the application and interpretation of building and fire codes, performance-based design, and fire protection and alarm system design. He has substantial experience managing diverse teams on projects in a wide variety of vertical markets. Andrew has been recognized for his expertise and included in multiple working groups by the NFPA, the California State Fire Marshal's Office, and the City of Los Angeles.

Andrew will serve as the project's fire life safety code expert. He will be the main point of contact and have overall responsibility for design document review, producing code reports, and coordination with the project team and the Authority Having Jurisdiction.



REPRESENTATIVE PROJECTS

ADELANTO DETENTION FACILITY WEST EXPANSION Adelanto, CA

This \$34 million, 103,979 SF project was an expansion of the Adelanto Detention Facility West campus and included two new housing buildings, (approximately 640 beds), a commercial kitchen, chapel, administrative offices, and reception lobby.

JOHN M. ROLL UNITED STATES COURTHOUSE Yuma, AZ

This \$28 million, 60,000 SF project is a new federal courthouse building serving the U.S. District Courts. The facility also serves as a hub for the U.S. Marshals Service. The building houses two courtrooms, judges' chambers, jury rooms, and bankruptcy court services. This project earned a LEED Gold certification.

SOUTH JUSTICE CENTER FOR THE SUPERIOR COURT OF TULARE COUNTY Porterville, CA

This \$93 million, 96,532 SF project is a three-story municipal courthouse building serving the needs of Tulare County's south region. In addition to nine courtrooms, the state-of-the-art facility houses judicial chambers, public outreach offices, administrative offices, jury rooms, a large exterior public courtyard, and holding facilities. The building also features a green room. The project earned a LEED Silver certification.

UC IRVINE MESA COURT HOUSING Irvine, CA

This \$97 million, 250,000 SF project included three new five-story student housing buildings. In addition to residential spaces, the project includes study rooms, a fitness center, recreational spaces, student offices, laundry facilities, a coffee shop, and a dining facility. The dining facility supports 2,500 students and residents. The project earned a LEED Platinum certification.

12
years of relevant
experience

3
years with
SLS

Zachary Caldwell

NICET LEVEL 4, NICET LEVEL 2
Fire Protection Project Manager

Zachary began his career in the fire sprinkler industry as a hydraulic engineer with Automatic Sprinkler Company in May of 1975. After transferring to Santa Fe Springs, Zachary joined Cosco Fire Protection, Inc. in March of 1979. He was promoted to chief engineer repair services and then onward to project manager. Zachary has designed and managed a wide variety of projects throughout Southern California including McDonnell Douglas C-17 Hanger, Northrop Site 4 Facilities, Kaiser Permanente Hospital Addition Harbor City, Los Angeles Convention Center Addition, Museum of Science and Industry, and Hughes Aircraft. Zachary has a NICET level 4 in Fire Sprinkler Design, a NICET level 2 in Special Hazard, training in AutoCAD 14, and attended training seminars in project management.

As Project Manager, Zachary will oversee the facility upgrades, retrofit, and tenant improvements for the new Emergency Operations Center. He will lead the design effort and evaluate the project for best retrofitting the fire protection system. He will coordinate all efforts with the field team, establishing a smooth transition from design to construction activities.

REPRESENTATIVE PROJECTS

UC ROWLAND HALL AND REINES HALL Irvine, CA

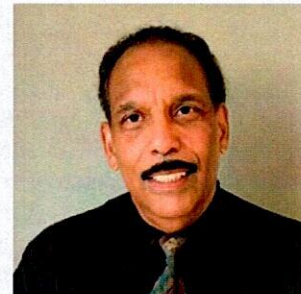
The two halls offer education and specialization in various physical research and courses focused on biochemistry, statics, astrophysics, and biomedical physics. In order to maintain the continued growth of the university and the academics on campus, Rowland Hall and Reines Hall underwent a full fire, life, and safety (FLS) retrofit. This included the demolition of the aging existing system and replaced it with a fire sprinkler system that would provide FLS protection to the staff and students of the university. The \$6 million, two-year installation and upgrade included multiple standpipes to accommodate the laboratory needs of each building across 416, 224 SF.

ACADEMY MUSEUM OF MOTION PICTURES (AMMP) Los Angeles, CA

Los Angeles' historic Saban Building will be renovated to become the new home of the highly anticipated AMMP. History of cinematography and Hollywood will be showcased within 250,000 SF of the \$388 million project. Not only will AMMP be "the world's premier institution devoted to exploring the art and science of movies and movie-making," it will also be the home of the new 1,000-seat David Geffen Theater. Cosco Fire Protection, Inc. has been an integral part of the overall design and coordination of the renovation to the very end. Cosco is a key contributor to the pre-construction services to ensure the project is complete for its opening date in April 2021.

UC RIVERSIDE MULTIDISCIPLINARY RESEARCH BUILDING 1 (MRB1) Riverside, CA

Cosco Fire Protection, Inc. installed the fire sprinkler system and standpipes that provide adequate fire, life, and safety (FLS) needs to the science labs and vivarium suite. With the FLS systems in place, students and researchers can now expand their research capabilities and utilize equipment and tools to procure advancements in emerging research demands. The \$129 million, 125,000 SF structure stands at four stories tall and opened its doors in early 2019.



45

years of relevant
experience

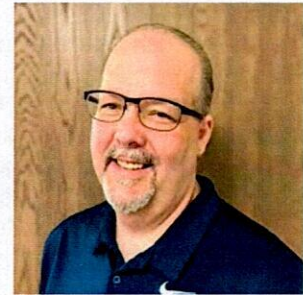
30

years with
Cosco Fire Protection

Chad Pool

NICET LEVEL 4
Fire Protection Engineering Manager

Chad began his career with Cosco Fire Protection, Inc. in 1999 as a designer. Beginning his career in Cosco's Repairs, Service, and Inspections department, Chad expanded his horizons as lead engineer on various projects, including The Getty Center, USC Galen Center Arena, UC Irvine Medical Center, Barstow Hospital, The Carlyle Condo High Rise, Fontana Library and Technology Center, The Ambassador K-12 LAUSD School, and LAX Bradley West Concourses. Chad has been on the leading edge of 3D design in the sprinkler industry. He has been working with 3D design for the past 10 years, utilizing both on-line coordination and real-time 3D coordination. He is proficient in AutoCAD, Autodesk REVIT MEP, Autodesk NAVISWORKS, and HydraCAD. Chad is a Certified Professional in AutoCAD and is NICET Level 4 for Water Based Fire Protection Systems Layout.



Chad, will be working with Zachary and the rest of the team to assist with design and pre-construction matters. Throughout the project, Chad will oversee the design and coordination of the project until the project completion.

REPRESENTATIVE PROJECTS

LOMA LINDA UNIVERSITY MEDICAL CENTER Loma Linda, CA

With the opening of the new Loma Linda University Medical Center tower in the spring of 2021, Cosco Fire Protection, Inc. has been an integral partner in the providing the new medical center with the fire, life, and safety (FLS) to the highest standards. Cosco collaborated with the general contractor to oversee the design and coordination process throughout the project, as well as provide pre-construction services. Through Cosco's \$7,719,010 contract, we installed a brand new sprinkler system with a pump and standpipe system that would serve the brand new 16-story tower, stretching across 1,000,000 square feet. Along with the new installation, Cosco made improvements to the existing systems to ensure compliance with NFPA standards.

TOM BRADLEY WEST CONCOURSE AT LAX Los Angeles, CA

The renovations of the new 1,250,000 SF West concourse project broke ground in 2010. Cosco's \$4,905,987 contract included design BIM coordination and installation of the fire sprinkler system. Safety is the highest priority, and Cosco Fire Protection, Inc. prides itself in providing travelers with the fire, life, and safety at all times during their duration at LAX.

ACADEMY MUSEUM OF MOTION PICTURES (AAMP) Los Angeles, CA

Los Angeles' historic Saban Building will be renovated to become the new home of the highly anticipated AMMP. History of cinematography and Hollywood will be showcased within 250,000 SF of the \$388 million project. Not only will AMMP be "the world's premier institution devoted to exploring the art and science of movies and movie-making," it will also be the home of the new 1,000-seat David Geffen Theater. Cosco Fire Protection, Inc. has been an integral part of the overall design and coordination of the renovation to the very end. Cosco is a key contributor to the pre-construction services to ensure the project is complete for its opening date in April 2021.

21
years of relevant
experience

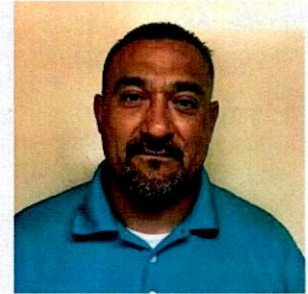
21
years with
Cosco Fire Protection

Gerardo Delgado

Fire Protection Superintendent

Gerardo has proven himself as a valuable construction industry professional over the course of his 16-year career. He began his career with Cosco Fire Protection, Inc. in 2004 as a fire sprinkler apprentice. He has since advanced to field foreman and onto LAX project manager before becoming our new contracts department field superintendent in 2018.

Gerardo will commit our team to establishing schedules that will be on-time and on-budget while delivering a product that is above expectations. With a strong background in the supervision of large, complex projects, Gerardo is a resourceful team player with exceptional field troubleshooting skills. He will utilize his hands-on experience to lead the field team in the most efficient manner for completing this project successfully.



REPRESENTATIVE PROJECTS

SOUTHWEST AIRLINES TERMINAL 1 MODERNIZATION AT LAX Los Angeles, CA

Cosco Fire Protection, Inc. retrofitted the 346,000 SF terminal with a fire sprinkler system that included 16 pre-action systems. Through Cosco's \$5,557,778 contract, these modifications will provided travelers and airport employees with the highest quality in fire, life, and safety protection.

DELTA AIR LINES TERMINAL 2 AND 3 REDEVELOPMENT PROGRAM AT LAX Los Angeles, CA

The \$1.9 billion construction modernization project will ultimately consist of a connection from Terminal 3 to Tom Bradley International Terminal. The 328,977 SF terminal will be furnished with approximately 4,500 sprinklers, two pre-action systems, an FM200 system, and a deluge system. Combined, the sophisticated system will provide travelers and employees with quality and effective fire, life, and safety protection and prevention.

TOM BRADLEY WEST CONCOURSE AT LAX Los Angeles, CA

Subcontract Value: \$4,905,987 In 2010, Cosco Fire Protection, Inc. began the renovations of the new 1,250,000 SF Bradley West Concourse project. Cosco furnished the West project with a complete automatic sprinkler system to include the North and South concourse. The West concourse was equipped with a new fire pump in the North concourse, a Class 1 standpipe system, and multiple pre-action systems throughout. The \$1.5 billion modernization project was completed with the installation of FM-200 systems where required and automatic deluge system in each gate.

16

years of relevant
experience

16

years with
Cosco Fire Protection

3. FINANCIAL CAPACITY

To demonstrate that the General Contractor has the financial capacity to complete the project, provide the latest copy of a reviewed or audited financial statement. The financial statement shall include current assets, liabilities, total net worth, current ratio of assets/ liabilities, and working capital (assets minus liabilities).

Please note that our latest financial report has been submitted as a separate document in a separate email.

Also, submit the following:

- Gross revenues for the last three years

2019: \$5.68 billion 2018: \$4.6 billion 2017: \$3.4 billion

REPUTATION COMBINED WITH SOUND FINANCIALS

Hensel Phelps has demonstrated a resounding ability to complete projects successfully. Over 80% of the projects we procure are with repeat clients. Our track record and strong relationships bring confidence to our clients in our ability to build on time, under budget, and with safety in mind.

The trend for our industry is to share risk for the project by bonding a single project across multiple sureties. The combination of repeated project successes, combined with our strong financials, is exhibited in our ability to provide a single bond from one surety for each project. Our surety, Travelers, has even committed to bonding individual projects up to \$500 million in value, an unprecedented accomplishment.

2019 ENR CALIFORNIA CONTRACTOR OF THE YEAR

In addition to our successes in Riverside County, our reputation across the industry has led to Hensel Phelps being named ENR California's 2019 California Contractor of the Year. This is no small feat and could only be achieved through the successes translated across multiple projects and clients throughout The Golden State.

Our successes across the state and the nation root from the passion our people deliver to every community and client with which they interact. There is no project too challenging for us to build, and we aim to collaborate with clients that share our enthusiasm for building premier projects for everyone to utilize and enjoy.

ENR California
**ENR California Names Hensel Phelps
2019 Contractor of the Year**

4. SKILLED LABOR FORCE AVAILABILITY

- Number of directly employed tradesman 131 from Hensel Phelps
- Specialty trades worker commitment 180

Hensel Phelps is a General Contractor with self-performance capabilities throughout the State of California. We currently have 131 of the most highly skilled and trained carpenters, laborers, and finishers in Southern California. They are ready to self-perform the site concrete, structural concrete, general labor, and rough carpentry scopes of work associated with the Western County of Riverside Emergency Operations Center. Our partnerships and proven training programs ensure we have the highest quality and safety-minded personnel self-performing concrete in Southern California.

Our ability to self-perform concrete enhances project control. Since concrete placement activities are at the beginning of a project schedule, the safety, quality, and schedule expectations will be established early for all trades. Controlling the schedule activities earlier will help ensure on-time schedule completion at the end of the project. In Southern California, our self-performance craft have logged over 1.3 million craft-hours in 2019.

In addition to the committed trade partners ACCO Mechanical, Helix Electric, and Cosco Fire Protection, Hensel Phelps has partnered with over 2,500 subcontracting firms in previous project opportunities. This translates to over 20,000 specialty craft available to partner with on this project. This depth of available personnel creates a significant amount of diversified specialty trade workers for our team to work with and meet the expectations set forth for diversity.



5. SAFETY RECORD

Respondent's safety record expressed through its experience modification rate (EMR) for the most recent three-year period is required to be 1.0 or less:

EMR: 2019-0.39; 2018-0.39; 2017-0.40

Average total recordable injury or illness rate: 2019-1.23; 2018-1.13; 2017-1.46

Average lost work rate: 2019-0.08; 2018-0.03; 2017-0.36

Is respondent a party to an alternative dispute resolution system as provided in Section 3201.5 of the labor code?

Yes No ** As a signatory contractor, Hensel Phelps has access to the Alternative Dispute Resolution (ADR) program and is currently in the process of evaluating and reviewing the program as an option.*

If yes, provide information regarding a copy of the dispute resolution system and a summary of performance of its most recent three-year period.

Alternative dispute resolution system rating N/A

SAFETY GOALS & OBJECTIVES

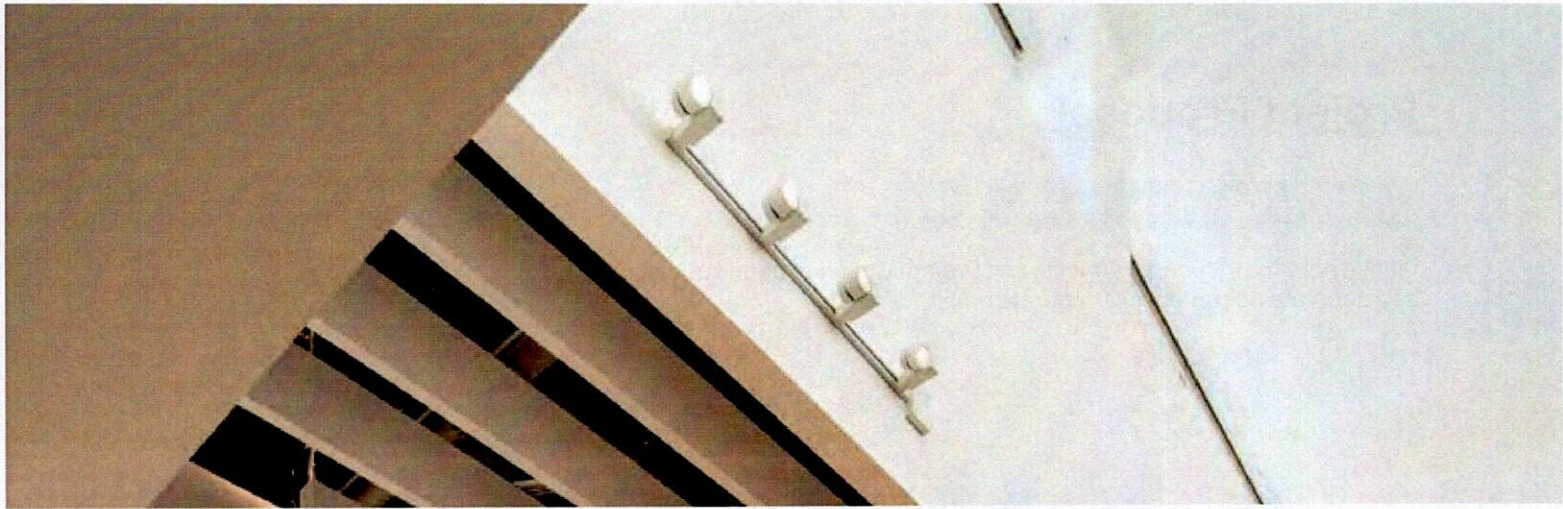
The overall safety objective for Hensel Phelps is total accident prevention. Complete prevention can only be accomplished through the coordinated efforts of all employees involved on our project. While all Hensel Phelps and trade partner employees must be knowledgeable of and follow the company's safety and health requirements, our goal is to develop a culture where all decisions and actions made are thoroughly planned with safety in mind. Our mindset is that anyone who steps onto our jobsites indoctrinate themselves into a safety culture that ensures every individual performs work safely and goes home to their family every day.

We will educate our employees and subcontractors about safe and healthful work practices, and the project personnel will enforce these. It is Hensel Phelps' commitment to our clients and trade partners to truly make safety paramount and equal to cost and production expectations. We instill in employees and subcontractors that all accidents are preventable, and each individual is accountable for the protection of every person involved in the project.

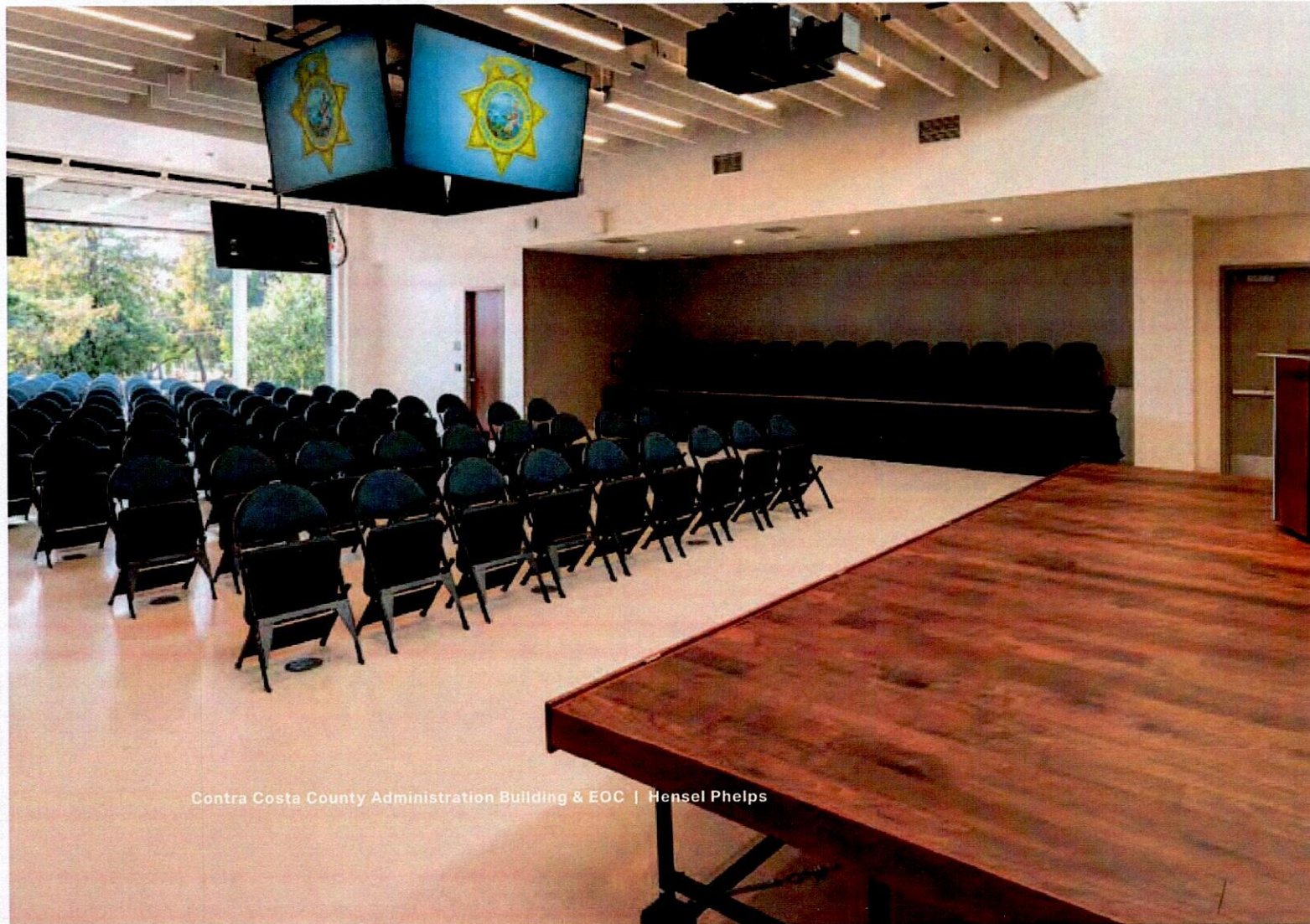
RESULTS

Hensel Phelps' mantra on safety is not just a philosophy that we preach. Our results prove our safety prevention methods work. Our EMR has continuously trended downward for the last decade and is currently near the lowest in the industry. Hensel Phelps sets ourselves apart from our competition, and we commit to ensuring safe work practices for the prevention of accidents on your project.





PROJECT PROPOSAL



Project Proposal

1. FEES, SERVICES, AND PROJECT COST

Please note that 1. Fees, Services, and Project Cost has been submitted as a separate document in a separate email.

2. DESIGN EXCELLENCE AND LIFE CYCLE COST

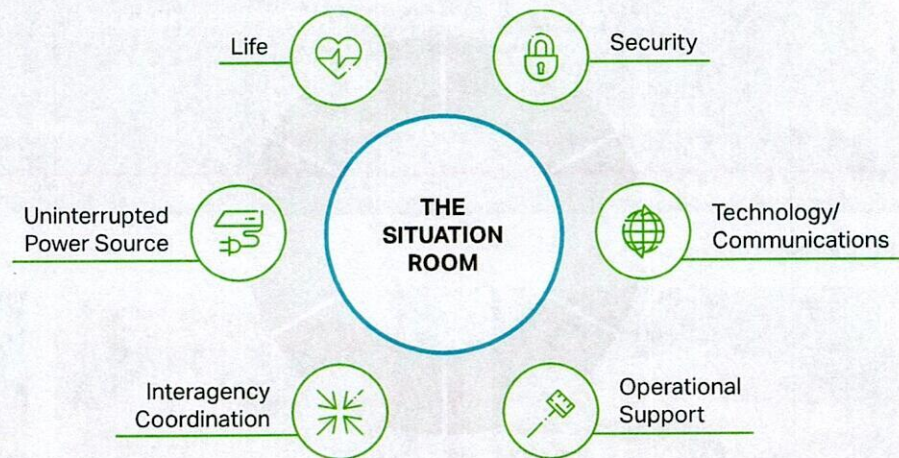
A design, sketch, or rendering is not required. Utilizing the medium of your choice provide a representative example of the quality of design envisioned for this project and an indication of its life cycle costs. The life-cycle costs shall be determined at a minimum of 15 years.

APPROACH

The Hensel Phelps + Ruhnau Clarke Architects team's approach for the design of the Emergency Operations Center will be to quickly and efficiently work with the County to identify and establish the organizations and incident response structure for the facility, whether this is based on a National Incident Management System (NIMS) structure or a local command structure (SEMS). This goes beyond a listing of spaces. It requires that we have a clear understanding of how the County will function within the facility as it coordinates the responses from affected agencies, hospitals, surge medical facilities, and emergency response teams. The facility design needs to support the vision of how command operations, emergency response, administrative support, and public information will be most effectively managed.

We understand this project to be more than superficial upgrades. It will require converting a facility that, in 2015, we crafted to enable effective operations as the Western Municipal Water District headquarters into a building that supports and secures a new Emergency Operations Center.

This center will not only provide an emergency command presence in Western Riverside County and facilitate the County's monitoring of, response to, and coordination surrounding COVID-19 (or other future pandemics); it will also need to accommodate interagency coordination, media relations, and public access.

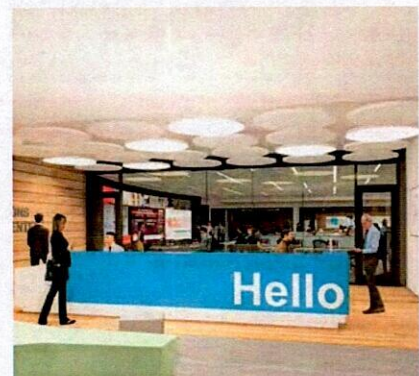


BUILDING UNDERSTANDING

Our team is uniquely qualified to create a design for this Emergency Operations Center. In part, that statement is based on the fact that we are deeply familiar with the building, which was the headquarters for the Western Municipal Water District (WMWD). In 2015, the Ruhnau Clarke design team worked with WMWD on a comprehensive building assessment and plan for expansion at this site.

As a result, we understand the site, existing building systems, structure, and needs of the Emergency Operations facility. Our consulting team from Syska Hennessy understands the technology and the critical nature of the facility.

The facility design needs to support the vision of how command operations, emergency response, administrative support and public information will be most effectively managed.



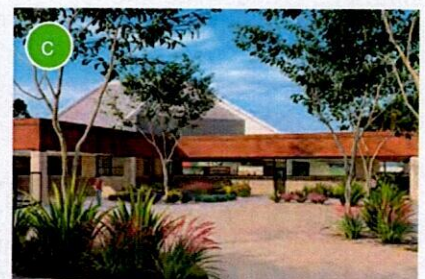
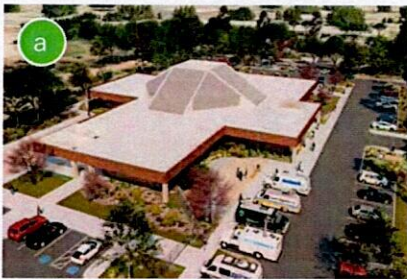
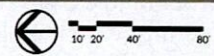
2. DESIGN EXCELLENCE AND LIFE CYCLE COST

Our contracting and electrical design team can provide for uninterrupted power and operation of the facility in emergency situations, and Hensel Phelps, as the general contractor for the project, has the resources and proven track record to deliver the project just as we are currently doing for the new California Air Resources Board here in Riverside.

Site Plan



Renderings/Views

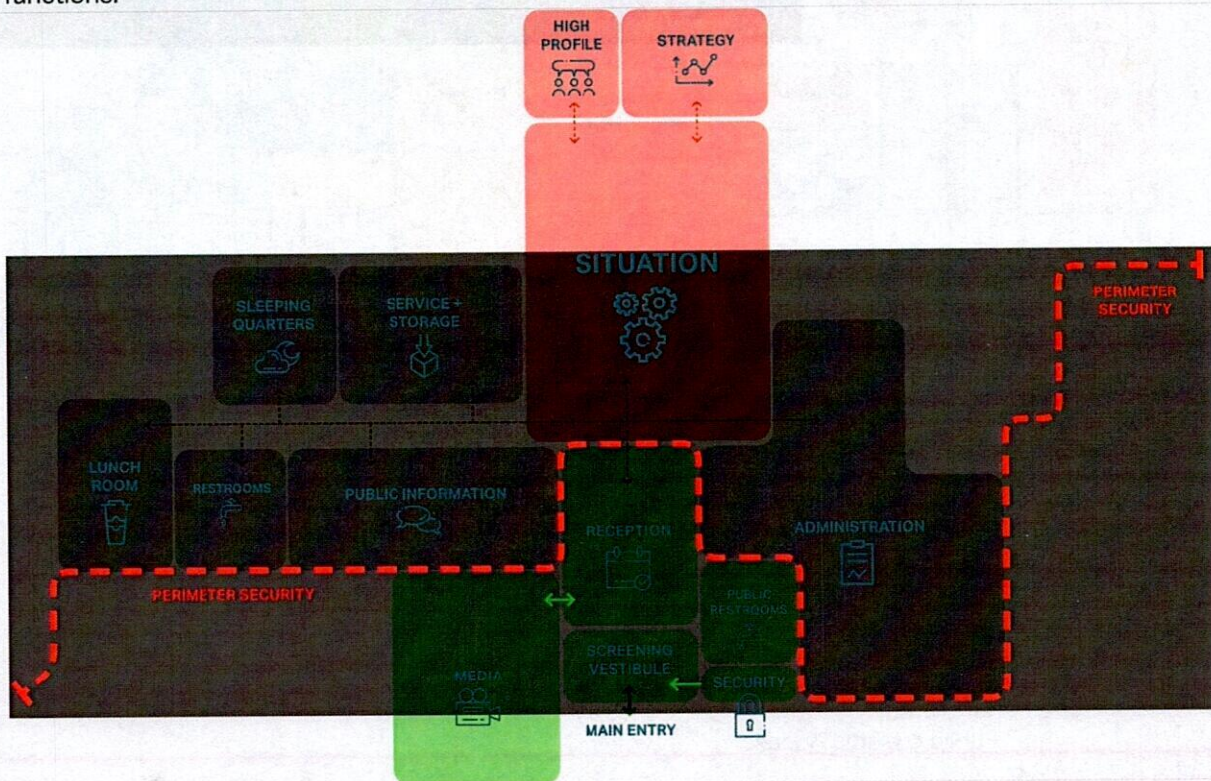


2. DESIGN EXCELLENCE AND LIFE CYCLE COST

Based on our understanding of the critical functions surrounding emergency operations and prior EOC programming with the County of Riverside, our team developed an example functional diagram. This diagram shows some conceptual ideas on how we might transform the existing space into an effective emergency command center.

Floor Plan Diagram

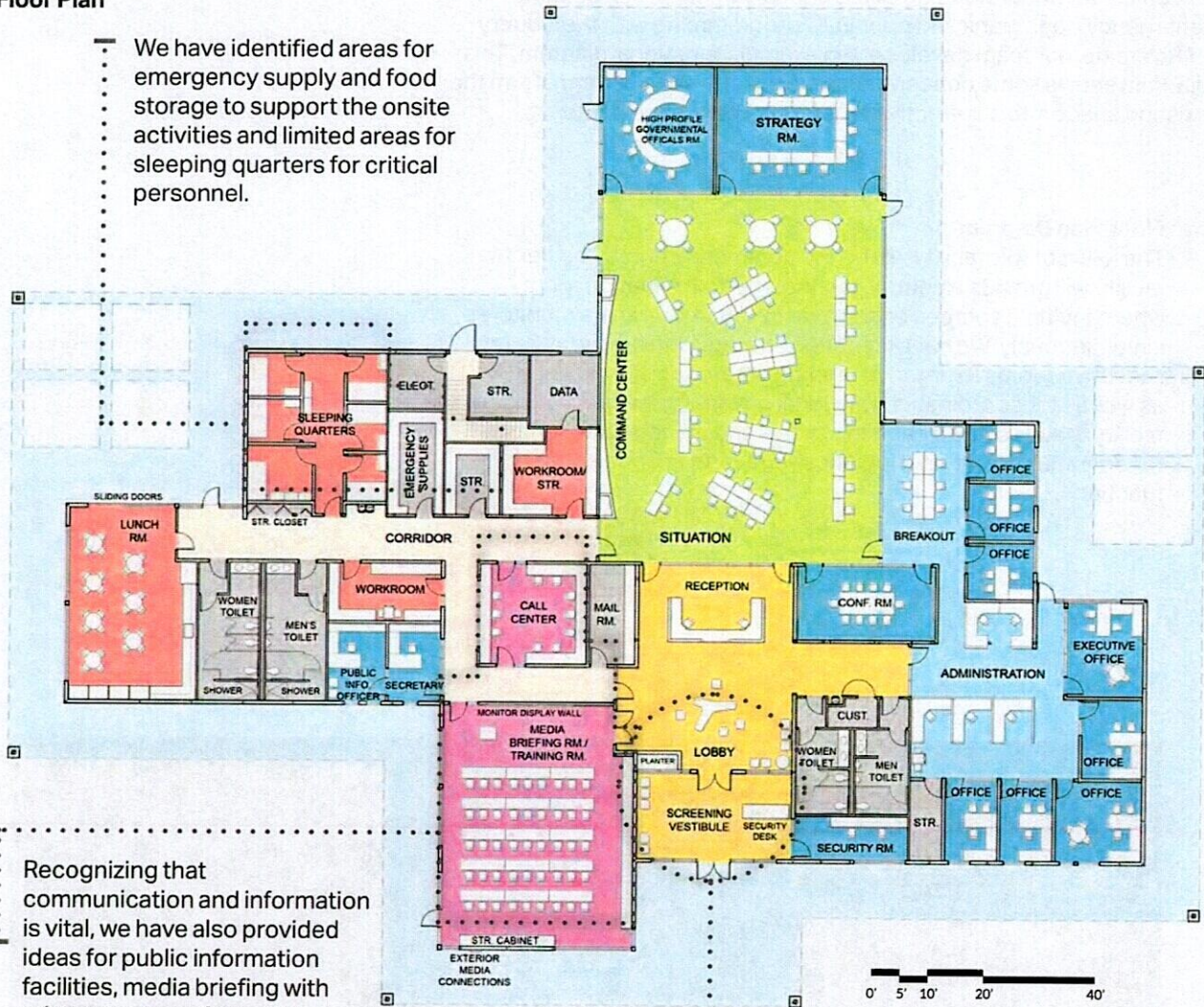
The heart of this facility will be the command center. The flexible facility will provide a central, technology-rich situation room where multiple sources of data and information can be monitored simultaneously. We have identified strategy and breakout executive rooms for internal briefing areas, decision-making, as well as for coordination with local governing leaders. This facility is supported by administrative and management offices for operations, planning, logistics, legal, and finance support functions.



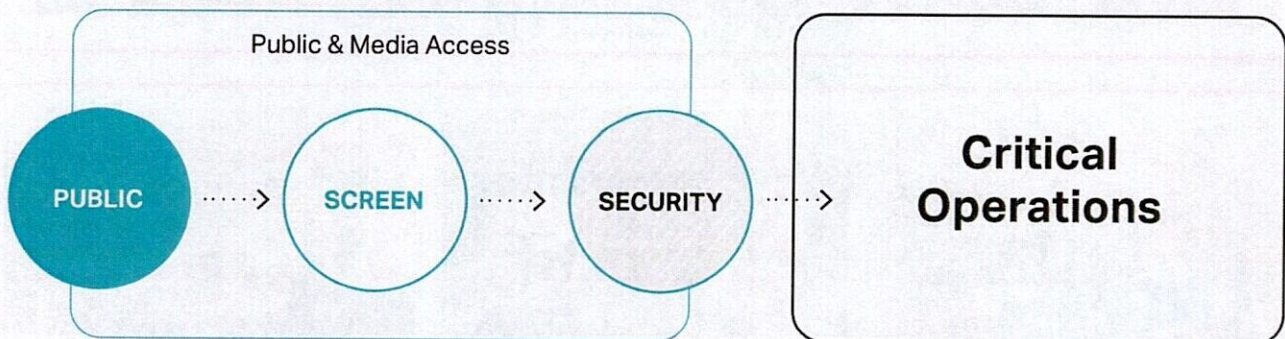
2. DESIGN EXCELLENCE AND LIFE CYCLE COST

Floor Plan

We have identified areas for emergency supply and food storage to support the onsite activities and limited areas for sleeping quarters for critical personnel.



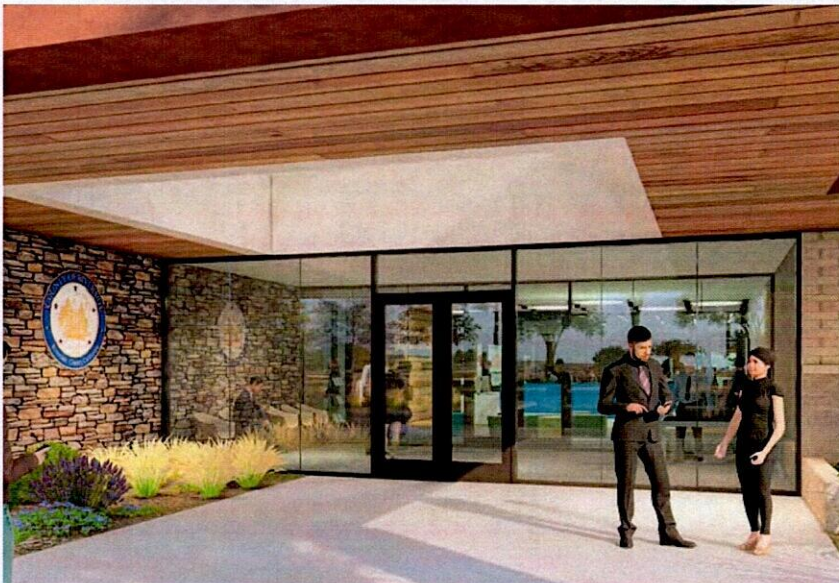
Recognizing that communication and information is vital, we have also provided ideas for public information facilities, media briefing with adequate space for social distancing, media interface and updates, as well as security, monitoring, and restroom support facilities.



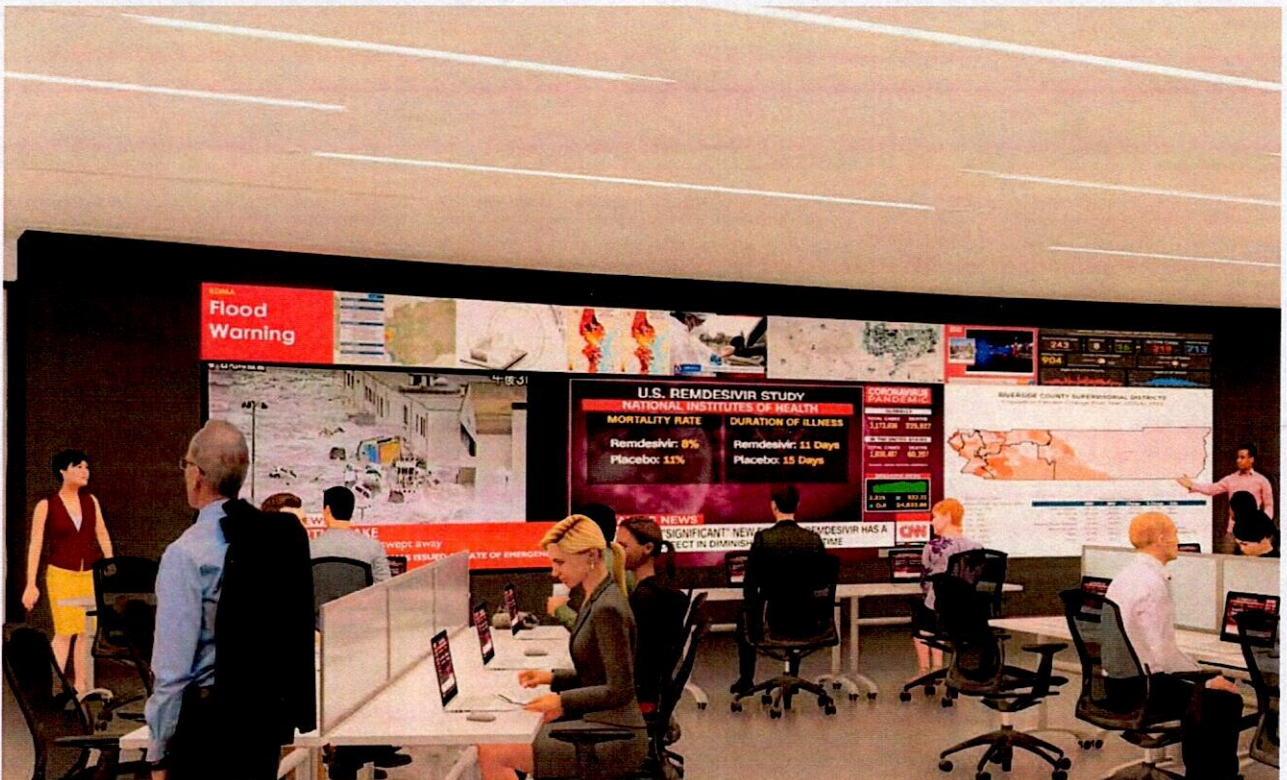
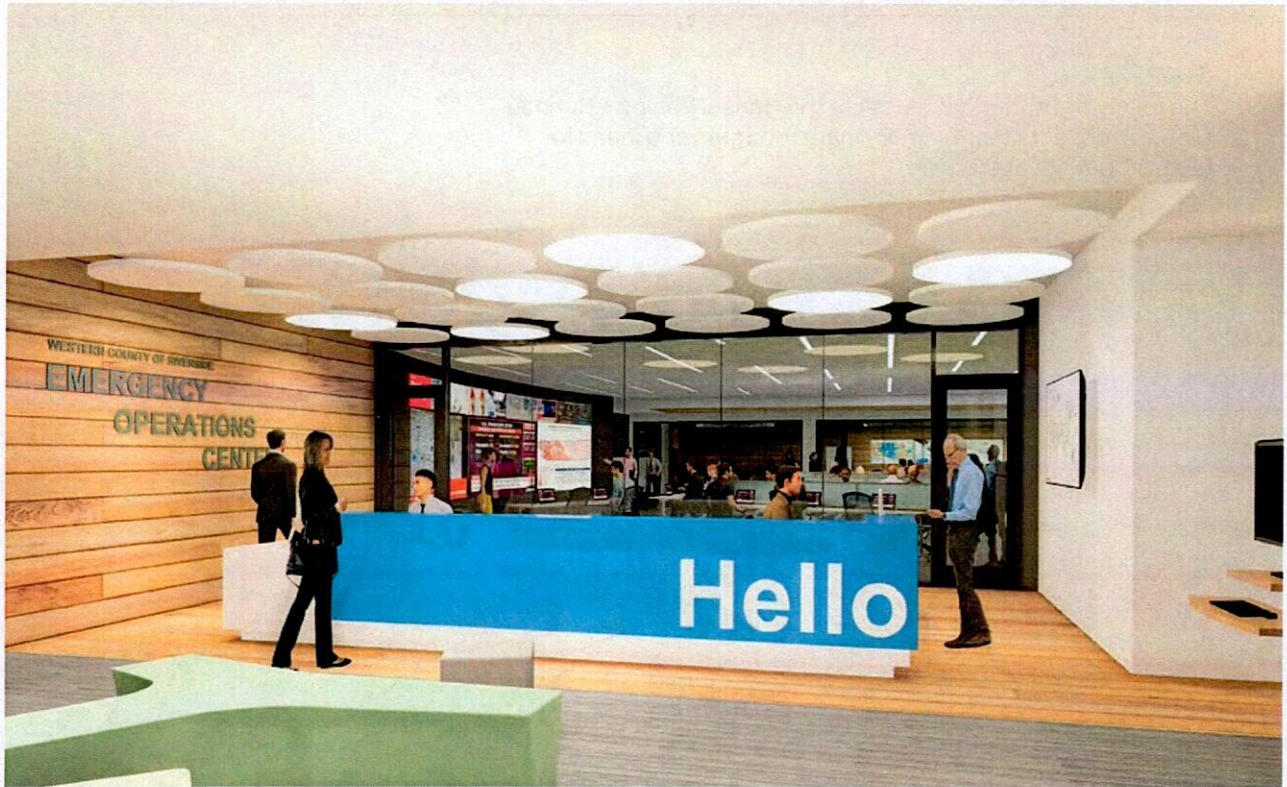
2. DESIGN EXCELLENCE AND LIFE CYCLE COST

RENDERINGS

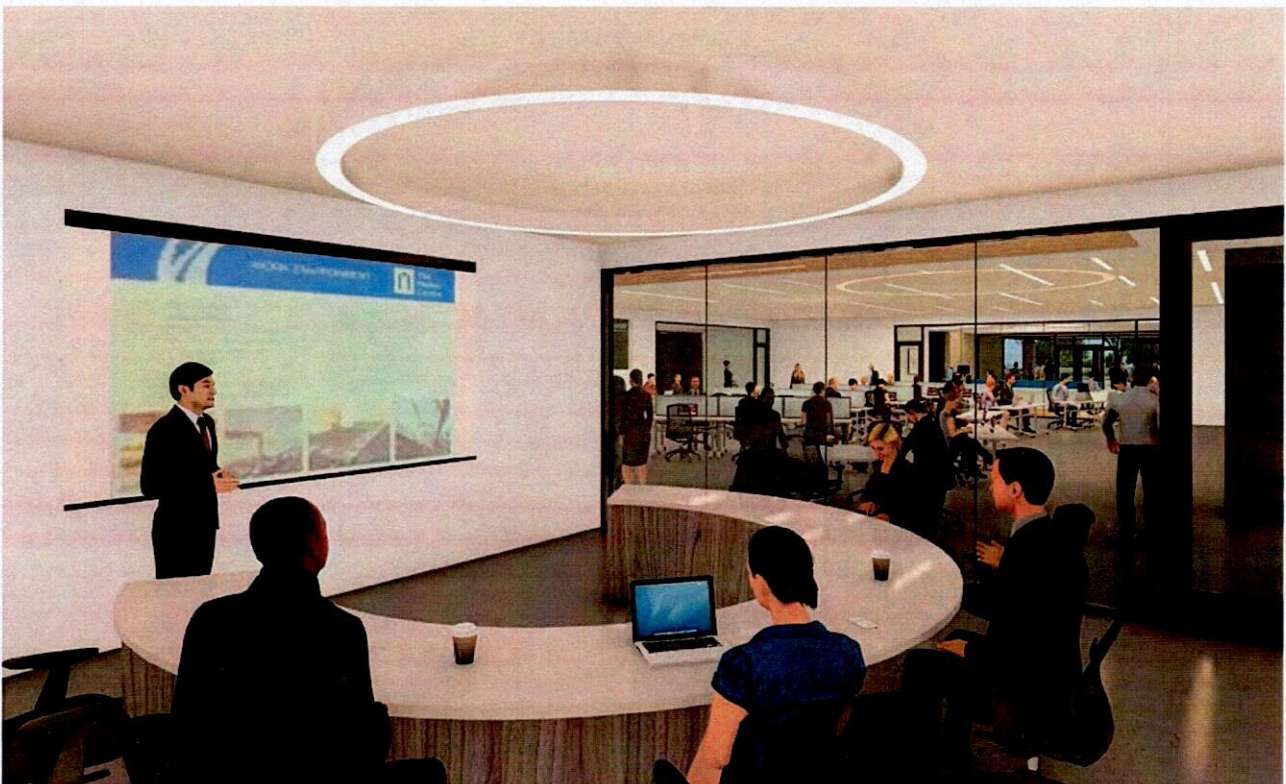
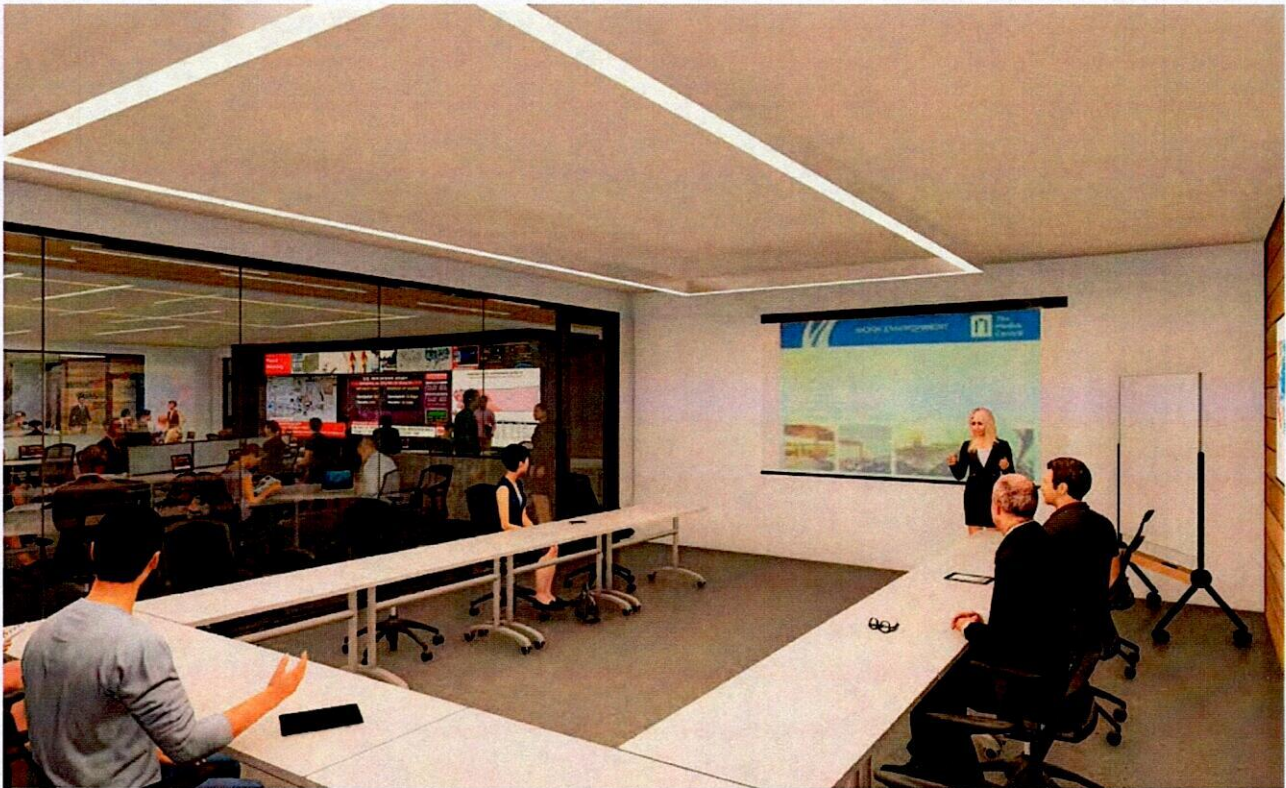
The following renderings illustrate the Hensel Phelps + Ruhnau Clarke Architects team's preliminary thoughts and ideas for the EOC project at this site.



2. DESIGN EXCELLENCE AND LIFE CYCLE COST



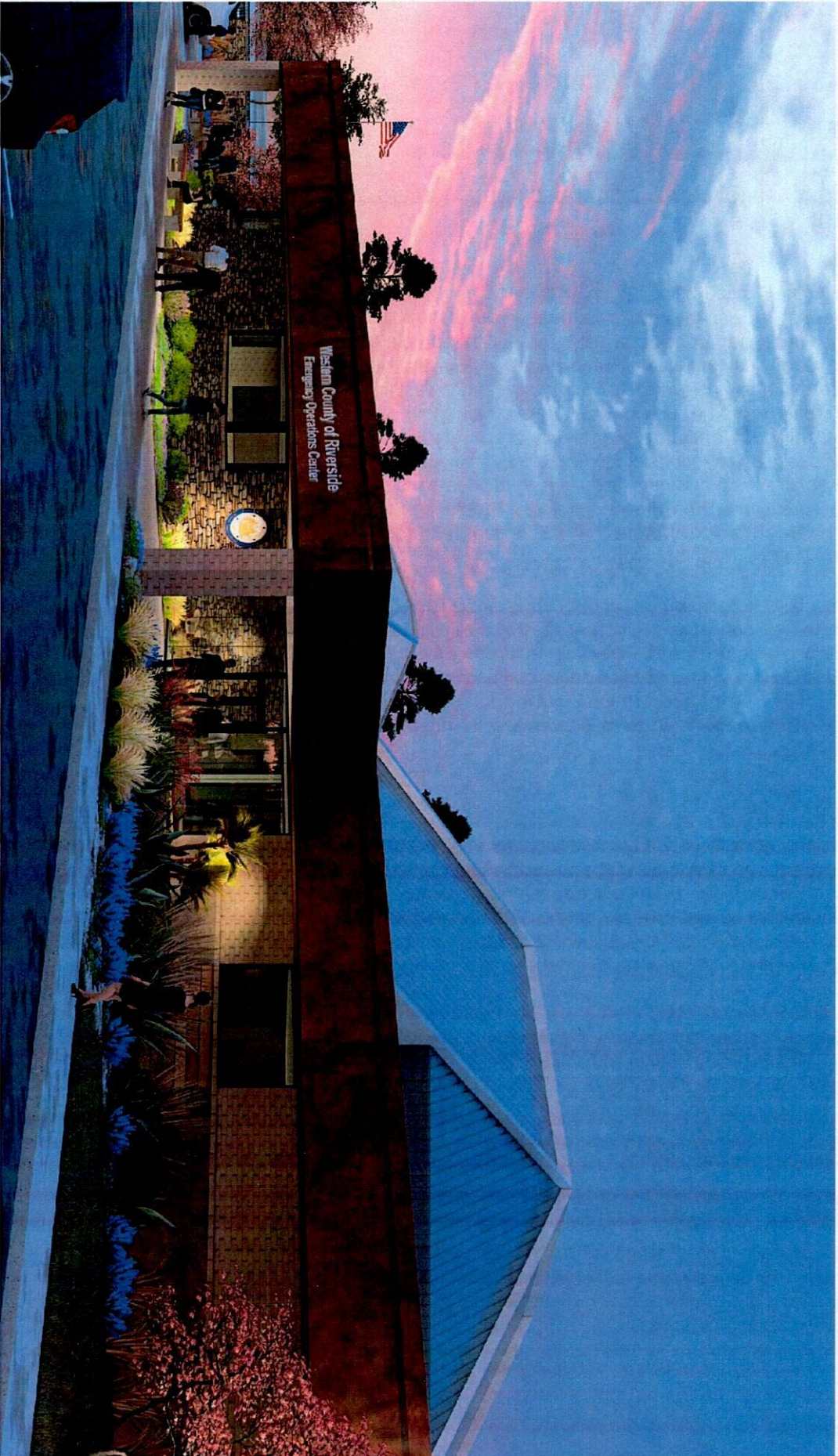
2. DESIGN EXCELLENCE AND LIFE CYCLE COST



2. DESIGN EXCELLENCE AND LIFE CYCLE COST



2. DESIGN EXCELLENCE AND LIFE CYCLE COST



2. DESIGN EXCELLENCE AND LIFE CYCLE COST

LIFE-CYCLE COST APPROACH: PRACTICAL DESIGNS MAXIMIZE LONG-TERM BENEFITS

OVERVIEW

The foundation of the Hensel Phelps + Ruhnau Clarke team's philosophy is to provide the best value for the client over the entire life of the building. Decisions made during the proposal phase and through the completion of construction focus on quality of materials and details, performance and maintainability of systems, and overall life cycle cost versus lowest first cost. This approach is deep rooted in our team's culture of creating long-lasting relationships with clients. We have a proven history of providing cost-effective and sustainable designs. Our team is comprised of industry leaders who offer cutting-edge designs, knowledge of market conditions, constructibility analysis, and lessons learned from previous projects. These factors ensure we will provide balanced design of future-forward concepts and cost effectiveness for the County of Riverside.

Our team approach seeks to maximize constructibility and ensure an on time or early delivery to the County. Our solution is based on the importance of evaluating decisions based on the total life cycle costs of the facility. Working in tandem with the County and their stakeholders, our team is committed to the continuation of refining the design throughout the duration of the project in order to never miss an opportunity to ensure we meet the project's vision and associated goals.

DEVELOPING AN EFFICIENT APPROACH

Our team will utilize life-cycle cost analysis and building energy modeling to inform the decisions by the County, project stakeholders, and the designers to support the project's goals. A focus will be placed on selecting materials and systems that are durable and require less annual maintenance. This approach will ensure that our design team and the County can make the most informed design decisions to maximize sustainability and minimize energy usage along with meeting the 15 year life-cycle cost goal for the new facilities.

DELIVERING CONSISTENT QUALITY

The Hensel Phelps + Ruhnau Clarke team will work collaboratively across disciplines along with Riverside County and project stakeholders to conduct life-cycle cost analysis and building energy modeling. Our team will utilize our tools, including the approved software – BLCC 5.3-17, CBECC-Com 2016.3.0 (963), IES Virtual Environment Title 24: 5.0, and/or EnergyPro 7.2 to validate the design decisions made through-out the life of the project.

LIFE CYCLE COST ANALYSIS MOVING FORWARD

Upon award of the project, our team will continue to work with the County to provide more in-depth life cycle cost analysis for various system components as necessary during the design process. This will include updated energy analysis, first cost, and O&M cost estimating, as well as carbon reduction analysis and a 15-year life cycle analysis.

2. DESIGN EXCELLENCE AND LIFE CYCLE COST

With the knowledge of the building and the model that we have already created, our team created an initial life cycle cost study for the Western County of Riverside Emergency Operations Center. This is based off of the RFQ/P documents and our experience in performing energy models and life cycle cost analysis. Like with the building information model, we have a great head start to the project specifically and are ready to capitalize on this base of knowledge and work products we have already created. Below is the initial data from this analysis.

	System	Initial Cost (I)	Life Expectancy	# of Times Item will be Replaced in 15 Years	Total Replacement Cost (R)	Annual Energy Consumption (Kwh) (Therm)	Total Energy Cost: Annual Energy X 15 Years (E)	Total 15 Year Life Cycle Cost (I+R+E)
Mechanical	Air Handling Unit	\$125,000	25	0	\$0	41000	\$123,000	\$248,000
	Condensing Units	\$49,000	20	0	\$0	89000	\$267,000	\$316,000
	Heating Boiler	\$33,000	24	0	\$0	1686	\$34,142	\$67,142
	Domestic Hot Water	\$35,000	20	0	\$0	649	\$13,142	\$48,142
	Heating Hot Water Pump	\$3,800	20	0	\$0	1225	\$3,675	\$7,475
	Vav Boxes	\$35,000	20	0	\$0	0	0	35000
Lighting	Indoor Lighting (LED)	\$101,700	7.21	2	\$20,700	96917	\$290,750	\$413,150
	Indoor Lighting (Current Fluor)	\$0	2.88	5	\$137,138	178923	\$536,769	\$673,907
	Outdoor Lighting (LED)	\$38,000	11.42	1	\$5,000	41391	\$124,173	\$167,173
	Outdoor Lighting (Metal Halide)	\$0	2.74	5	\$127,500	82782	\$248,346	\$375,846
Envelope	Storefront Glazing	\$29,000	50+	0	\$0	0	\$0	\$29,000
	Exterior Glazing (To Be Replaced)	\$125,000	50+	0	\$0	0	\$0	\$125,000
	Stone Wainscot	\$190,000	50+	0	\$0	0	\$0	\$190,000

2. DESIGN EXCELLENCE AND LIFE CYCLE COST

The following example of a previous life cycle cost analysis that our team has completed in the past is from the California Air Resource Board (CARB) Testing Facility in Riverside. This was a comparison of life cycle cost of two alternative approaches compared to the RFP documents.

ZNE Life Cycle Cost Analysis

A life cycle cost analysis of the two alternatives was completed and detailed in the Life Cycle Cost Analysis document included in this proposal. A summary of the findings is as follows:

Hensel Phelps conducted a Life Cycle-Cost Analysis (LCC) analysis of the base RFP energy system versus the Hensel Phelps team enhancement energy system. Hensel Phelps utilized internal cost parameters for the initial costs and the engineered calculations and Riverside Public Utility rates are presented in the design narrative, calculated over 30 years with an annual energy escalation of 4.0% and a discount rate of 3.8%. LCC was calculated utilizing BLCC 5.3-17 software, Building Life-Cycle Cost, Applied Economics Office, Engineering Laboratory, National Institute of Standards and Technology (NIST).

The primary LCC savings are in the area of electricity at the rate of \$33,825.45 and then \$5,000.00 in O&M savings. The RFP system included two maintenance intensive systems. Between the absorber and the fuel cell, this accounted for 180 hours of the total 600 needed annually for regular maintenance. In the Hensel Phelps team enhancements energy system, a number of additional components were added. Because of these, the offset of removing the Fuel Cell, Absorber, and TES does not create a large delta in

maintenance costs however, the proposed enhanced system will be easier to operate, provide for redundancy and the ability to utilize free cooling, which will lower the mechanical load considerably. This equates to a longer life cycle on the larger system components.

The removal of the Fuel Cell, Absorber, and TES tank decreases the total hours by 280. The new system components require 230 hours of additional regular maintenance, however the overall solution results in 130 man-hours of annual savings and the cost of parts and materials remains the same.

Due to the number of components added, the offset of removing the Fuel Cell, Absorber, and TES does not create a huge difference in maintenance costs, however, the new concept will be easier to operate, provide for redundancy and the ability to utilize free cooling will lower mechanical cooling considerably. This all equates to longer life cycle on the larger components.

The net effect over a 30-year LCC is \$1,188,011.56 in operational savings, plus the initial capital investment saving of \$980,000.00 between the thermal storage versus the additional 800 ton chiller capacity from the base RFP requirement.

2. DESIGN EXCELLENCE AND LIFE CYCLE COST

FIGURE 22
ZNE summary comparison
of energy consumption
and sources

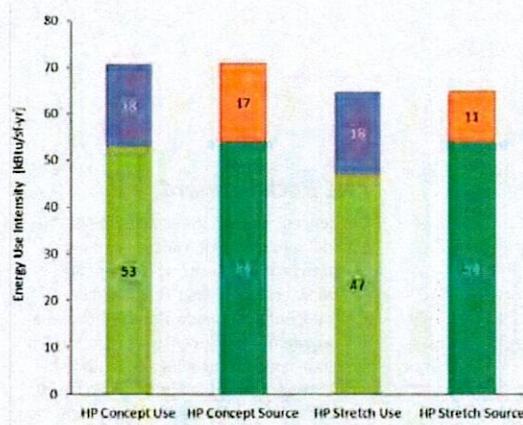
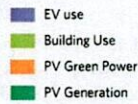


FIGURE 23
Energy model results
comparison summary
showing building energy
use intensity (EUI)

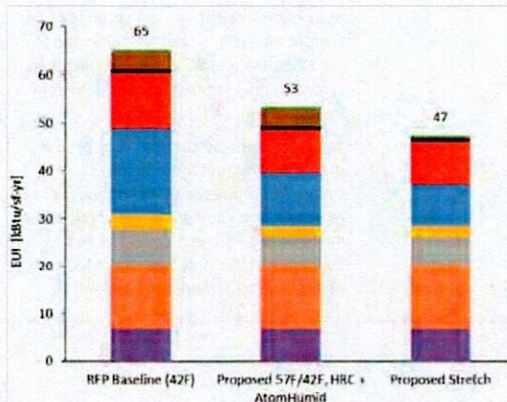
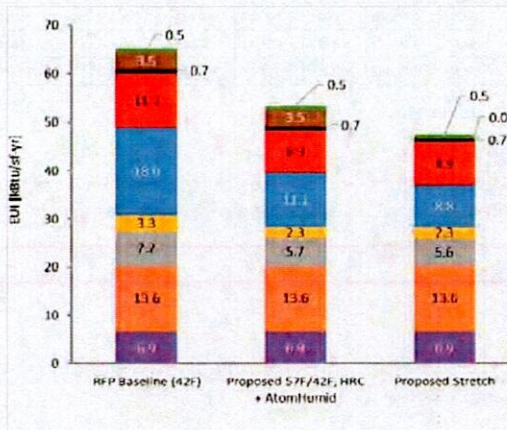


FIGURE 24
Energy model results
comparison summary
showing building energy
use intensity (EUI) by end-
use category



2. DESIGN EXCELLENCE AND LIFE CYCLE COST

ZNE Path Forward

Our concept demonstrates ZNE on-site, but additional reduction and refinement is always prudent. Recognizing there are additional energy savings that could be achieved, but are outside of the limits of the RFP requirements, we constructed a “stretch” model to demonstrate a feasible path to further the NZE story. With DGS and CARB facilities staff engagement as the design progresses further, it is possible to reduce consumption with these refinements:

- relax nighttime thermostat settings as per current operations staff has indicated to 62°F heating and 90°F cooling, except in critical spaces where setbacks cannot be implemented; and
- account for the actual operating profile of the dynamometer during typical test cycles and refine the dyno energy use or production estimate. Our experience suggests that the dyno could be net positive, but has only been adjusted to net neutral to demonstrate impact.

These reduce site EUI to 47 kBtu/sf-yr. See Table 4 below. Additional opportunities for energy reduction will continue to be explored.

Changes to the FEIR

A summary of changes to the FEIR project description required by the alternative design include:

- Remove the fuel cells and all associated equipment and controls
- Remove TES chilled water storage tank
- Add modular heat recovery chiller
- Expanded use of 57°F chilled water system, with this system serving as the largest chilled water capacity
 - Add necessary chiller capacity to maintain N+1 chillers and satisfy the minimum required chiller capacity per the RFP
- Add direct evaporative atomizing humidification with controls required to provide humidification and evaporative pre-cooling
- Increase the on-site PV rated capacity to 3.8 MW

END USE ENERGY (KWH/YR)	INTERIOR LIGHTING	MISC. LOADS	FANS	PUMPS	COOLING	HEAT REJECTION	HEATING & HUMIDIFICATION	EXTERIOR LIGHTING	DYNO	SERVICE HW	TOTAL	% SAVINGS
RFP (HP Modeled)	758,741	1,499,103	795,124	365,906	1,880,037	98,458	1,238,692	60,499	383,647	82,216	7,162,423	0%
HPCC Proposed	758,741	1,499,103	625,337	258,104	1,223,450	198,586	983,841	60,499	383,647	82,216	6,073,524	18%
HPCC Stretch	758,741	1,499,103	621,203	254,491	963,779	198,767	975,111	60,499	—	82,216	5,413,910	32%

TABLE 4
Energy model results comparison summary showing building energy use (kWh) by end-use category, and total consumption (kWh)

3. COMMITMENT TO SKILLED AND TRAINED WORKFORCE, DIVERSITY, AND LOCAL PARTICIPATION

The County of Riverside has not and is currently not intending on entering into a project labor agreement. Therefore the respondent shall

- Provide an enforceable commitment to utilize skilled and trained workforce at every tier to perform all work on this project, or:
- Provide proof that respondent has entered into a project labor agreement to utilize a skilled and trained workforce

Hensel Phelps commits to utilize skilled and trained workforce at every tier to perform all work on this project to comply with State of California requirements.

Commitment to employ workers from diverse background:

Percentage of workforce 65%

Commitment to employ a local workforce:

Percentage of workforce 70%

Hensel Phelps is firmly committed to increasing the number of skilled construction workers and building our industry's future workforce by providing the highest level of training and education to registered apprentices. Our company and trade partners have worked with their respective unions as well as the Associated General Contractors of America and their local chapters for apprenticeship programs. These training programs are run by craft and contractors, for craft and contractors. The apprenticeship programs are well-respected throughout the industry due to craft and contractor management of the program and the skill, integrity, and reputation that exemplifies the craft membership.

The apprenticeship programs have played a critical role in developing our apprentices into journeymen. They have gained the knowledge and hands-on skills needed to be successful in the field. After the apprenticeship is completed, journeymen can further their education and commitment to their trade through the journeymen training programs to further develop their skills throughout their careers.

Hensel Phelps is dedicated to serving the communities in which we work. On two of our recent Los Angeles area projects that had local hire requirements, we were able to beat both goals by utilizing our strong subcontractor relationships and outreach efforts. For your project we will implement the same successful strategy.

PAST LOS ANGELES LOCAL HIRE HIGHLIGHTS

Martin Luther King, Jr. Inpatient Tower Renovation



Los Angeles Metro Southwestern Yard





HENSEL PHELPS +
Plan. Build. Manage.

RUHNAU
CLARKE
ARCHITECTS



HENSEL PHELPS +
Plan. Build. Manage.

**RUHNAU
CLARKE**
ARCHITECTS

**COUNTY OF RIVERSIDE
FACILITIES MANAGEMENT
DEPARTMENT**

Western County of Riverside
Emergency Operations Center
FM08200009155

**STATEMENT OF QUALIFICATIONS
AND PROPOSAL**

JULY 20, 2020

HENSEL PHELPS
18850 Von Karman Avenue
Suite 100
Irvine, CA 92612

**FEES,
SERVICES
AND PROJECT
COST**



COUNTY

COUNTY ADMINI

Project Proposal

1. FEES, SERVICES, AND PROJECT COST

Provide the following:

- Description of design and pre-construction services and its proposed lump sum fee to develop a design sufficiently to inform a guaranteed maximum price.

DESIGN AND PRE-CONSTRUCTION SERVICES AND LUMP SUM FEE

The Hensel Phelps + Ruhnau Clarke Design-Build team will provide the following services associated with design and pre-construction of the Western County of Riverside Emergency Operations Center:

Scheduling

- » Design submittal and estimate dates
- » Bid package dates
- » Incremental GMP plan
- » Critical path method scheduling for the construction phase

Deliverables

- ◇ Bar chart preliminary design, permitting, and construction schedule
- ◇ Preliminary CPM construction schedule (200 activities maximum)

Financial Planning, Cost Management, and Contracting

- » Prepare the overall construction budget
- » Prepare the criteria for the budget estimate
- » Use trend estimates to document the progression of design
- » Progress from preliminary budget through final GMP by incorporating trend decisions
- » Negotiate final contract terms with the County. Hensel Phelps reserves our right to negotiate the final terms of the General Conditions (dated 5/29/20, received 7/16/20), and the Design-Build Agreement (dated 7/14/20, received 7/16/20) upon award of the project

Deliverables

- ◇ Baseline budget estimate based on schematic drawings
- ◇ Trend estimate reports for changes to design or program and to document value engineering studies during period between estimates
- ◇ Incremental guaranteed pricing, including, but not limited to, early GMPs for demolition, fencing, and any long lead items requiring early release. Incremental GMPs establish formal authorizations to spend the County's money proceeding with early work packages necessary to execute the work in a timely fashion before establishing the Final GMP.
- ◇ Final Guaranteed Maximum Price. This final GMP will incorporate all early GMPs, Design-Build mechanical, plumbing, electrical, and fire protection scopes, along with the balance of costs for the project aligning with the final permitted documents.

Design

- » User meetings
- » Site investigation
- » Packaging to support early GMPs
- » Contract administration through completion of the project

Deliverables

- ◇ Final Program
- ◇ Schematic Design
- ◇ Design Development
- ◇ Construction Documents

1. FEES, SERVICES, AND PROJECT COST

The Hensel Phelps + Ruhnau Clarke team has created a high level schedule outlining the tasks and deliverables week-by-week to deliver this project on time.

Western County of Riverside Emergency Operations Center Schedule

Week of 8/3/2020

TASK	DELIVERABLE
<ul style="list-style-type: none"> » User Meetings » Site Investigation 	<ul style="list-style-type: none"> » Final Program Information for Design and Engineering » Initial Cost Model

9/7/2020 - 11/23/2020

TASK	DELIVERABLE
<ul style="list-style-type: none"> » Construction 	<ul style="list-style-type: none"> » Continued Construction Progress » Contract Administration

Week of 8/10/2020

TASK	DELIVERABLE
<ul style="list-style-type: none"> » Schematic Drawings » Demo Drawings » Long Lead Time Equipment Established* 	<ul style="list-style-type: none"> » SD Approval » Demo Drawing Approval » Initial Detailed Estimate » Equipment Approval and Release*

Week of 11/30/2020

TASK	DELIVERABLE
<ul style="list-style-type: none"> » Final Test » Inspection » Punch List 	<ul style="list-style-type: none"> » Testing of Systems Complete » Final Inspections » Punch List Established

Week of 8/17/2020

TASK	DELIVERABLE
<ul style="list-style-type: none"> » Design Development » Construction Documents 	<ul style="list-style-type: none"> » Design Development Drawing Approval » Updated Estimate

Week of 12/7/2020

TASK	DELIVERABLE
<ul style="list-style-type: none"> » Commissioning » Punch List 	<ul style="list-style-type: none"> » Commissioning of Building and Report » Building Punch List Sign Off

Week of 8/24/2020

TASK	DELIVERABLE
<ul style="list-style-type: none"> » Construction Document Final 	<ul style="list-style-type: none"> » Construction Document Approval and Permit » Set GMP » Notice to Proceed on Construction

Week of 12/14/2020

TASK	DELIVERABLE
<ul style="list-style-type: none"> » Commissioning Report Approval » Final Owner Walk of Building 	<ul style="list-style-type: none"> » Acceptance of Building

Week of 8/31/2020

TASK	DELIVERABLE
<ul style="list-style-type: none"> » Addendum to CDs » Construction Start 	<ul style="list-style-type: none"> » Approved Addendum to CDs » Finalize GMP and Contract

* = Long Lead Time Equipment, such as Generator, Mechanical Equipment, and AV/Control Equipment

1. FEES, SERVICES, AND PROJECT COST

The Hensel Phelps + Ruhnau Clarke team is pleased to present the three price components required in the RFQ/P and Addenda 1, 2, and 3. Our team has thoroughly reviewed all documents, and these prices represent a full scope of work as described in the RFQ/P as well as in our response. We would like to reserve the right to negotiate the terms of the Design-Build Agreement and General Conditions.

DESIGN AND PRE-CONSTRUCTION SERVICES IN LUMP SUM

Design Fees (not including Design-Build M/E/P) Hensel Phelps' Pre-construction Services	\$900,000 \$75,000
Total Lump Sum Design and Pre-construction	\$975,000

RESPONDENT MANAGEMENT COST IN LUMP SUM

Management Cost	\$1,205,000
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OVERHEAD AND PROFIT FEE (PERCENTAGE OF TRADE PACKAGES)

Estimated Specialty Trade Packages	Fee	Total
\$13,000,000	7.5%	\$975,000



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GEN. EGRESS AND SIGNAGE NOTES

- SEE SHEET "OVERALL SITE PLAN" FOR BUILDING CODE ANALYSIS INFORMATION
- ROOM OCCUPANT LOADS FACTORED PER CBC 2019 SECTION 1014, TABLE 1014.1
- REFER TO SIGNAGE SCHEDULE IN SECTION 01 14 01 FOR MORE INFORMATION
- SEE SHEET FOR SIGNAGE ATTACHMENT AND LOCATIONS

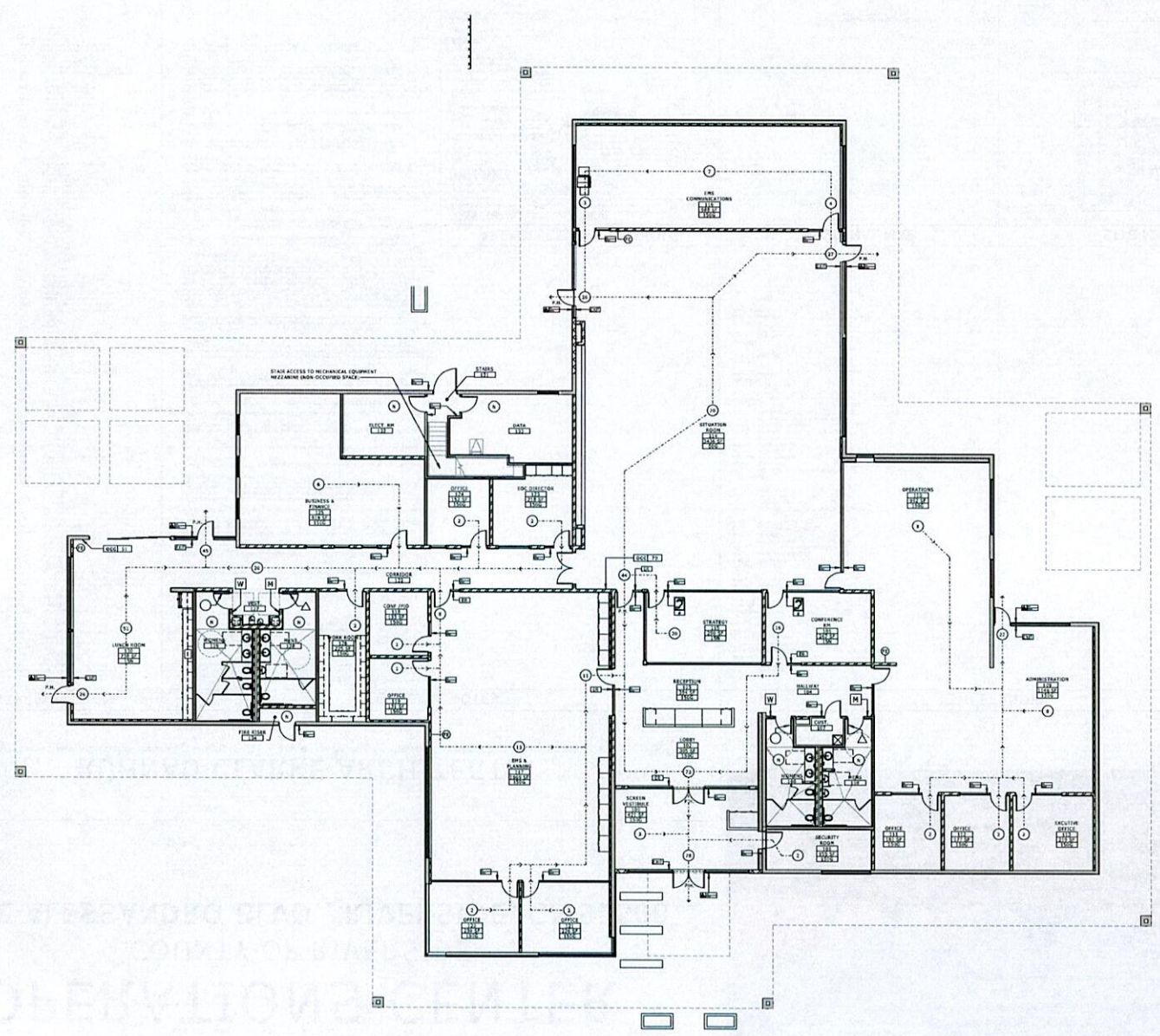
EGRESS & LIFE SAFETY LEGEND

- STAIR ACCESSIBLE FIRE EXTINGUISHER, PER DETAIL
- ROOM OCCUPANCY DISCHARGE
- NON OCCUPIED ROOM
- EXIT ROUTE
- ROOM TAG
- OCCUPANT LOAD
- OCCUPANT LOAD FACTOR

SIGNAGE LEGEND

- SEA (WHEN OCCURS)
- ROOM NUMBER
- MAX. OCCUPANT LOAD SIGN
- ROOM NAME
- SELECTIVE LISTENING DEVICES
- NUMBER OF SELECTIVE LISTENING DEVICES
- EXIT SIGN
- EXIT ROUTE SIGN
- GIRLS / WOMEN SIGN
- BOYS / MEN SIGN
- GIRLS / WOMEN SIGN
- BOYS / MEN SIGN

KEYNOTES



PROJECT No. 19-01-100
REVISED 07-28-24 PM

NO.	DATE	DESCRIPTION	BY	CHKD.	REVISION
1	07/28/24	ISSUE FOR PERMIT	RUHNAU	CLARKE	
2	07/28/24	REVISION	RUHNAU	CLARKE	
3	07/28/24	REVISION	RUHNAU	CLARKE	
4	07/28/24	REVISION	RUHNAU	CLARKE	

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COUNTY OF RIVERSIDE
450 E ALESSANDRO BLVD., RIVERSIDE, CA 92508

EGRESS AND SIGNAGE 1/8" = 1'-0" 1

EGRESS AND SIGNAGE

G-1.0

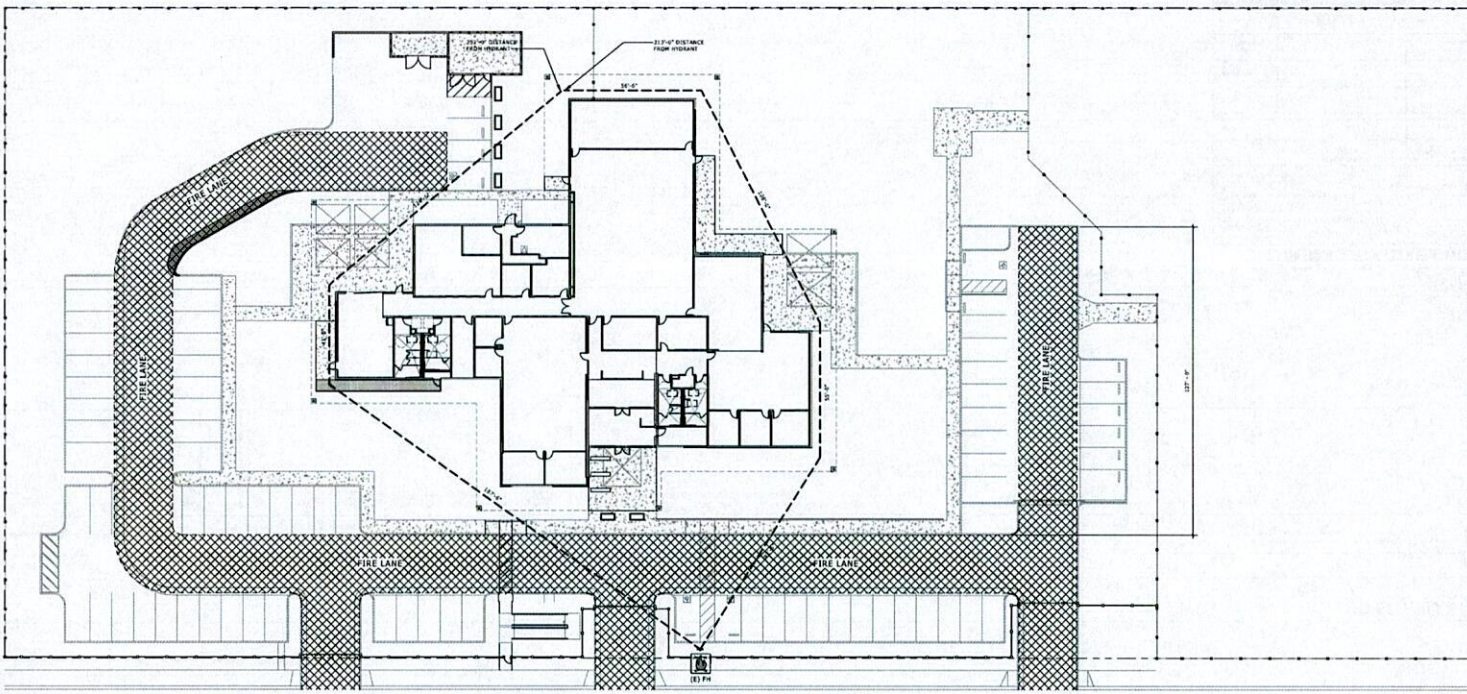
COUNTY EMERGENCY OPERATIONS CENTER



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FIRE DEPARTMENT ACCESS LEGEND

-  24" DI. WIDE FIRE TRACK ACCESS GATE
-  FIRE PROTECT FOR ENTRY KEY FOR RIVERSIDE COUNTY FIRE DEPARTMENT AND CITY OF RIVERSIDE STANDARD. PATTERN GATE KEY LOCATED IN AREA PROTECT.
-  EXISTING FIRE HYDRANT
-  HYDRANT PROVIDED TO FURTHEST POINT OF BUILDING



FIRE ACCESS SITE PLAN 1

PROJECT No. 19-01-100

DATE	BY	REVISION

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FIRE ACCESS SITE PLAN

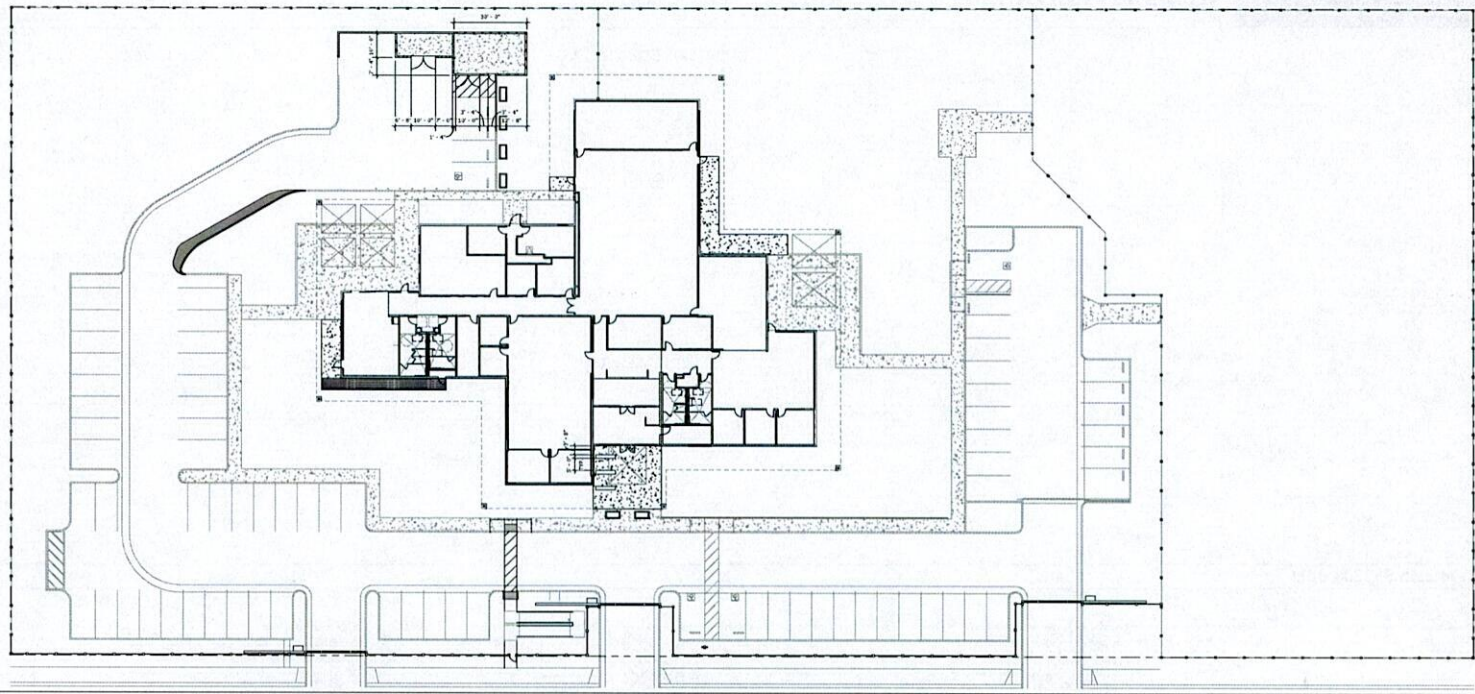
G-2.0

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COUNTY OF RIVERSIDE
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(N) SITE PLAN SCALE: 1" = 20'-0" 1

BUILDING CODE ANALYSIS

BUILDING NAME	OCCUPANCY USE	TYPE OF CONSTRUCTION	ALLOWABLE STORYS TABLE 504.4	ACTUAL STORIES	ALLOWABLE HEIGHT PER TABLE 504.5	ACTUAL HEIGHT (FT)	ALLOWABLE AREA (SF) TABLE 504.2	ACTUAL BUILDING AREA (SF)	AREA INCREASE	AREA CALCULATION		EXTENSION WALL PROTECTION (PER TABLE 504.5 AND 504.5.1)		OPENINGS PER TABLE 705.8.2 (1/8" LB.)	AUTOMATIC SPRINKLER SYSTEM	MISCELLANEOUS INFORMATION
										BEARING	NON-BEARING	BEARING	NON-BEARING			
EMERGENCY OPERATION CENTER	B	II-B	3	3	55	35,317 (REFIN TO ABOVE CALL.)	GROUND LEVEL: 17,236 ROCK LEVEL: 2,524 TOTAL: 21,112	15L FRONTAGE (L)	$F = 2 \times (187 + 295) = 772$ $F = 2 \times (187 + 295) = 772$ $F = 772$ $A = 1774 \times 211 = 374,314$ $A = 374,314 - 35,317 = 338,997$ $A = 338,997$	0	0	3/8" OR GREATER - NO LIMIT	NO			

PLUMBING FIXTURE COUNT

OCCUPANCY TYPE: B
PER CPC TABLE A
OCCUPANCY B'S OCCUPANT LOAD FACTOR = 200
GROUND FLOOR TOTAL AREA = 17,236 SF
17,236 / 200 = 86.18 OCCUPANTS
MALE = 43.29 = 43 OCCUPANTS
FEMALE = 42.89 = 43 OCCUPANTS

	MIN REQUIRED		PROVIDED	
	MALE	FEMALE	MALE	FEMALE
WATER CLOSETS	2	3	2	3
URINALS	1	N/A	3	N/A
LAVATORIES	1	1	3	4
DRINKING FOUNTAINS	1		1	1
OTHERS	1 SERVICE SINK OR LAUNDRY TUB	1 SERVICE SINK IN CLOSET OR LAUNDRY TUB	1 SERVICE SINK IN CLOSET	1 SINK IN UNDERGROUND

PROJECT No. 19-01-100
REVISED: 05-20-2019

DESIGNED BY	DATE	BY	DATE	BY	DATE
CHECKED BY	DATE	BY	DATE	BY	DATE
APPROVED BY	DATE	BY	DATE	BY	DATE

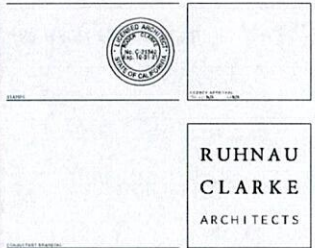
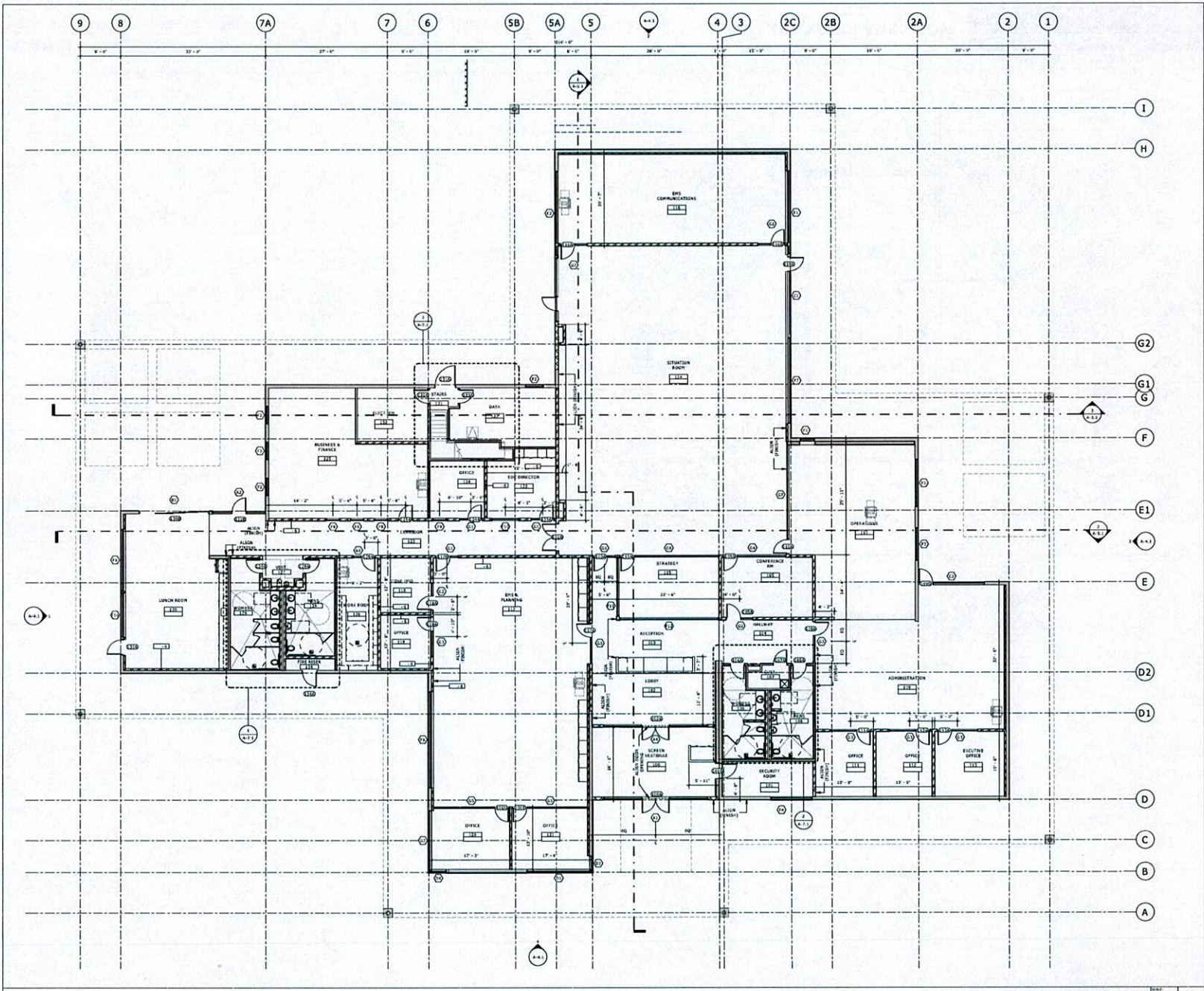
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OVERALL SITE PLAN
AND CODE ANALYSIS

AS-2.0

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GENERAL (N) FLOOR NOTES

1. PROVIDE ACOUSTICAL INSULATION AT ALL OFFICES, CONFERENCE ROOMS, CLASSROOMS, AND RESTROOMS
2. SET DIMS ADJACENT TO WALLS A MINIMUM OF 4" AWAY FROM WALL O.A.D.
3. USE WATER RESISTANT GWS AT RESTROOM WALLS NOT COVERED BY WALL TILE SYSTEM
4. FOR MORE INFO ON RESTROOM ACCESSORIES, REFER TO SPEC. SECTION 14-28.00

(N) FLOOR PLAN LEGEND

- (S) WALL TO REMAIN, PROTECT IN PLACE
- (I) INTERIOR WALL, SEE WALL TAG AND SHEET A0-2.0
- (E) EXTERIOR WALL, SEE WALL TAG AND SHEET A0-2.0
- (M) WALL TAG FOR (S) WALLS
- (W) WALL TYPE, SEE A0-2.0
- (R) WINDOW, SEE WINDOW TAG AND SHEET A0-1 FOR ADDITIONAL INFO
- (D) DOOR, SEE DOOR TAG AND SHEET A0-1 FOR ADDITIONAL INFO
- (A) ROOF ACCESS LADDER TO BEHIND, PROTECT IN PLACE

KEYNOTE

PROJECT No. 19-01-100
REVISED: 03.27.20

DESIGNED BY:	DATE:	REVISION:	DATE:
DRAWN BY:	DATE:	REVISION:	DATE:
CHECKED BY:	DATE:	REVISION:	DATE:
APPROVED BY:	DATE:	REVISION:	DATE:

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3775 TOWN CENTER, ORANGE CALIFORNIA 92667-1000 | 714.764.8444 FAX: 714.764.8445

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450 E ALESSANDRO BLVD., RIVERSIDE, CA 92508

(N) 1ST FLOOR PLAN 1/8" = 1'-0" 1

(N) 1ST FLOOR PLAN

A-1.2

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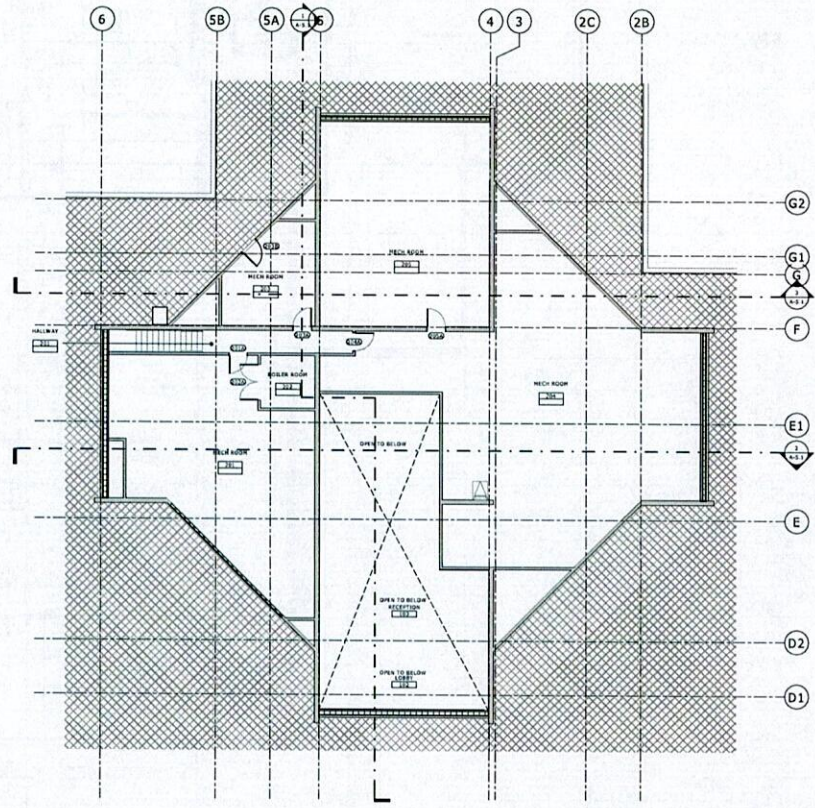
GENERAL (N) FLOOR NOTES

1. PROVIDE ACoustICAL INSULATION AT ALL OFFICE, CONFERENCE ROOMS, CLASSROOMS, AND RESTROOMS.
2. SET DOORS ADJACENT TO WALLS A MINIMUM OF 4" AWAY FROM WALL W.A.D.
3. USE WATER RESISTANT CWB AT RESTROOM WALLS NOT COVERED BY WALL TILE SYSTEM.
4. FOR MORE INFO ON RESTROOM ACCESSORIES, REFER TO SPEC. SECTION 3128 00.

(N) FLOOR PLAN LEGEND

- (1) WALL TO REMAIN, PROTECT IN PLACE
- (2) INTERIOR WALL, SEE WALL TAG AND SHEET NO. 3.0
- (3) EXTERIOR WALL, SEE WALL TAG AND SHEET NO. 3.0
- WALL TAG FOR (1) WALLS
- WALL TAG FOR (2) WALLS
- WALL TAG FOR (3) WALLS
- (4) WINDOW, SEE WINDOW TAG AND SHEET NO. 4.0 FOR ADDITIONAL INFO
- (5) DOOR, SEE DOOR TAG AND SHEET NO. 5.0 FOR ADDITIONAL INFO
- (6) ROOF ACCESS LADDER TO REMAIN, PROTECT IN PLACE

KEYNOTE



(N) MECH FLOOR PLAN 1/8" = 1'-0" 1

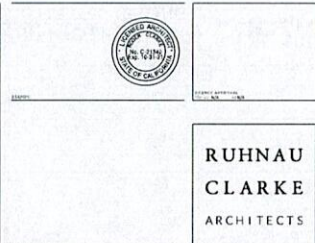
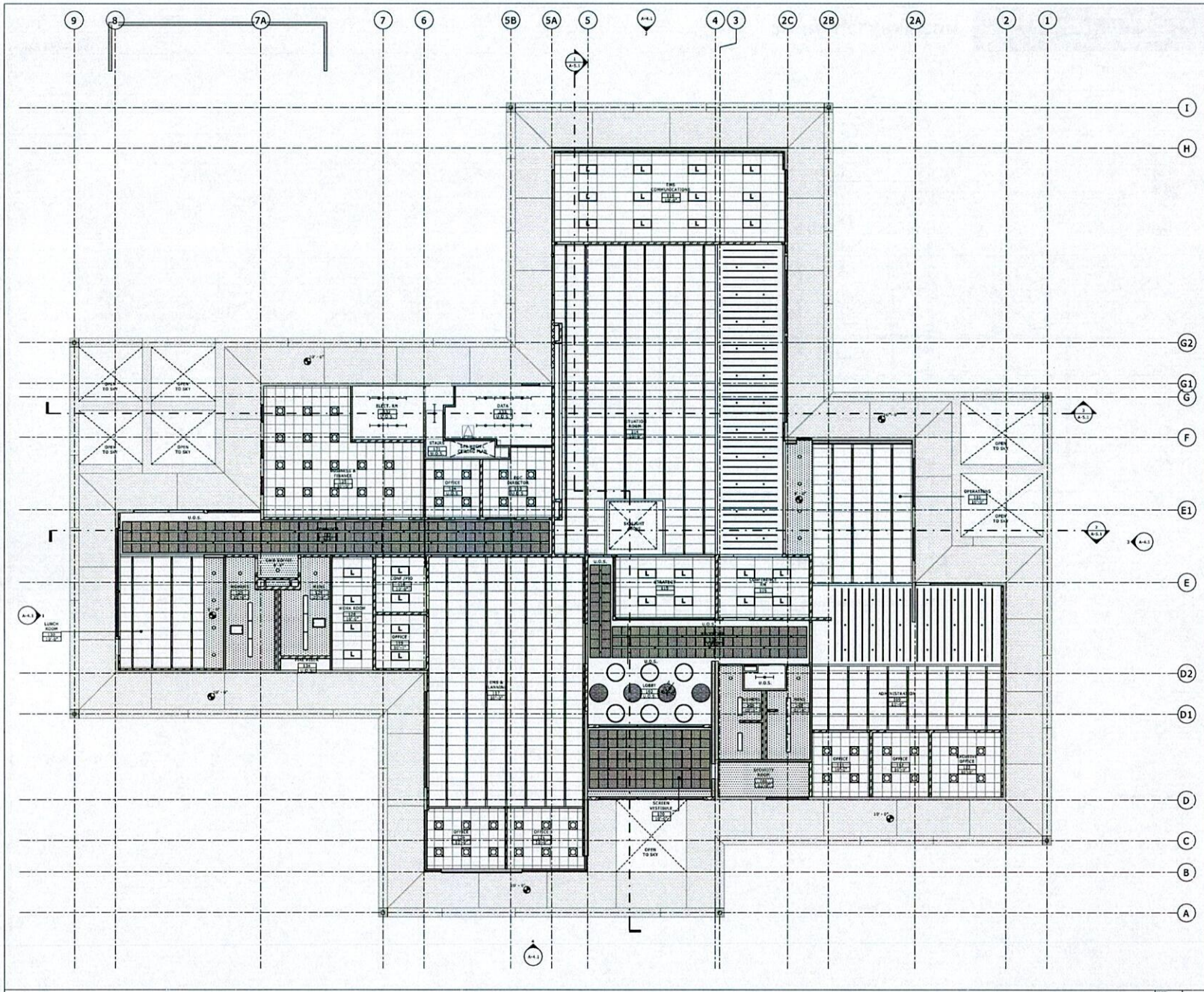
PROJECT No. 19-01-100
REVISED: 10/22/2019

NO.	DATE	BY	DESCRIPTION

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COUNTY EMERGENCY OPERATIONS CENTER



GENERAL NOTES (N) RCP

- ALL LIGHTS FIXTURES TO BE CENTERED IN SPACE, U.N.C.
- ALL CEILING FIXTURES ARE RELATIVE TO FINISH FLOOR SURFACE UNLESS NOTED OTHERWISE
- SEE SHEETS 404-B - 404-F FOR TYPICAL CEILING DETAILS
- ALL EXPOSED STRUCTURAL, MECHANICAL, ELECTRICAL & PLUMBING EQUIPMENT TO BE PAINTED, FOR FINE FINISH, REFER TO SCHEDULE
- ALL MECHANICAL, ELECTRICAL AND PLUMBING EQUIPMENT TO BE HELD AS HIGH AS POSSIBLE TO CEILING STRUCTURE
- ALL CONSULT IN EXPOSED AREAS WHERE CEILING STRUCTURE IS EXPOSED CAN ONLY PENETRATE WALLS AT ROOF FLOOR DECK
- REFER TO ELECTRICAL & MECHANICAL DRAWINGS FOR CEILING COMPONENT CALCULATIONS AND FIXTURE TYPES
- PAINT ALL SURFES & RETURN OF ALL ACCENT PAINTED CEILING AREAS
- ALL SUSPENDED T-SHAP GRID SYSTEM TO BE CENTERED IN ROOMS AS SHOWN ON DRAWINGS
- MECHANICAL CEILING FLEXIBLE AND GRID TO BE CENTERED IN ROOMS. SEE CEILING DETAIL SHEET FOR SUSPENDED CEILING BRACING DETAILS
- FOR SURFACE MOUNTED LIGHT FIXTURES AT METAL STUD FRAMING, SEE DETAIL
- FOR RECESSED LIGHT FIXTURES AT METAL STUD FRAMING, SEE DETAIL
- ALL NEW WALL AND FLOOR FINISH MATERIALS SHALL NOT EXCEED THE FLOOR SPREAD CLASSIFICATION IN CIRC TABLE 301.1

(N) RCP LEGEND

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	30\"/>		36\"/>
	48\"/>		60\"/>
	72\"/>		84\"/>
	96\"/>		108\"/>
	120\"/>		144\"/>
	168\"/>		192\"/>
	216\"/>		240\"/>
	264\"/>		288\"/>
	312\"/>		336\"/>
	360\"/>		384\"/>
	408\"/>		432\"/>
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	576\"/>		600\"/>
	612\"/>		636\"/>
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	732\"/>		756\"/>
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	900\"/>		918\"/>
	930\"/>		948\"/>
	960\"/>		978\"/>
	990\"/>		1008\"/>
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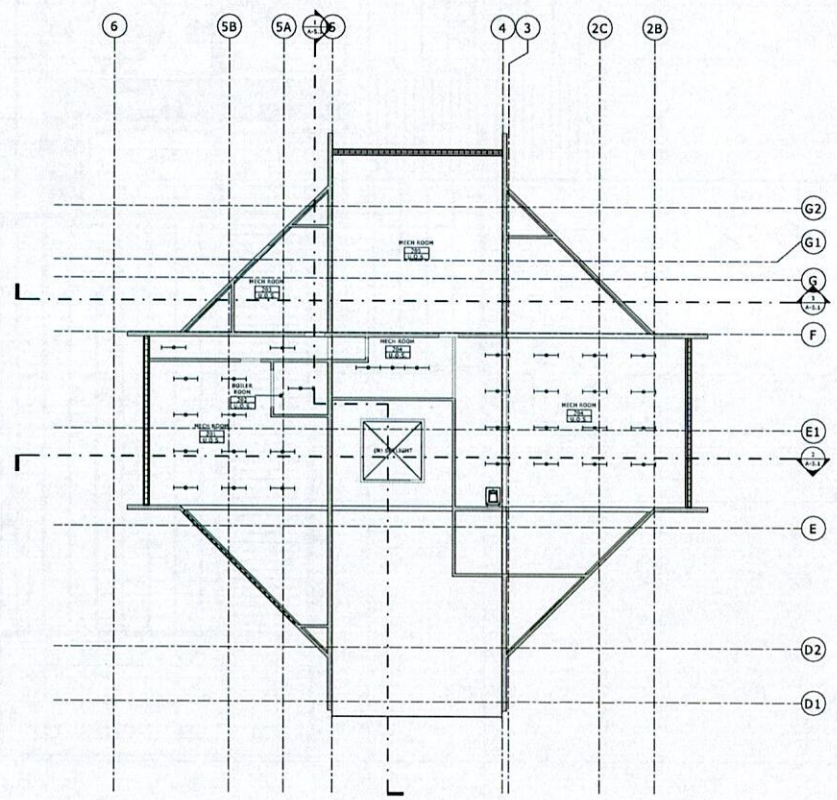
GENERAL NOTES (N) RCP

1. ALL LIGHTS FEATURES TO BE CENTERED IN SPACE, N.A.D.
2. ALL CEILING HEIGHTS ARE RELATIVE TO FINISH FLOOR UNLESS NOTED OTHERWISE.
3. SEE SHEETS 19-01-100-101 - 104 FOR TYPICAL CEILING DETAILS.
4. ALL EXPOSED STRUCTURE, MECHANICAL, ELECTRICAL AND PLUMBING EQUIPMENT TO BE FINISHED FOR POLE FINISH. REFER TO EXIST LEGEND.
5. ALL MECHANICAL, ELECTRICAL AND PLUMBING EQUIPMENT TO BE HUNG AS HIGH AS POSSIBLE TO CEILING STRUCTURE.
6. ALL CONDUIT ON EXPOSED AREAS WHERE CEILING STRUCTURE IS EXPOSED CAN ONLY PENETRATE WALLS AT ABOVE FLOOR LEVEL.
7. REFER TO ELECTRICAL & MECHANICAL DRAWINGS FOR CEILING COMPONENTS CALLOUTS AND FEATURE TYPES.
8. POINT ALL SUPPLY & RETURN OF ALL ACCENT FINISHED CEILING AREAS.
9. ALL SUSPENDED T-BAR GRID SYSTEM TO BE CENTERED IN ROOMS AS SHOWN ON DRAWING.
10. ACCENTRAL CEILING TILES AND GRID TO BE CENTER IN ROOMS. SEE CEILING DETAIL SHEET FOR HUNG/TILED CEILING TYPING AND DETAILS.
11. FOR SURFACE MOUNTED LIGHT FEATURES AT METAL STUD FRAMING, SEE DETAIL.
12. FOR RECESSED LIGHT FEATURES AT METAL STUD FRAMING, SEE DETAIL.
13. ALL NEW WALL AND FLOOR CEILING MATERIALS SHALL NOT EXCEED THE FLAME SPREAD CLASSIFICATION IN CBC TABLE 703.1.4.

(N) RCP LEGEND

- (N) CEILING LIGHTS
- LED STUD LIGHT
 - LED STUD LIGHT
- (E) TO REMAIN
- (E) ROOF ACCESS LARGER TO EXIST, PROTECT IN PLACE

—○—○— KEYNOTE



PROJECT No. 19-01-100
REVISED: 12.28.19

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

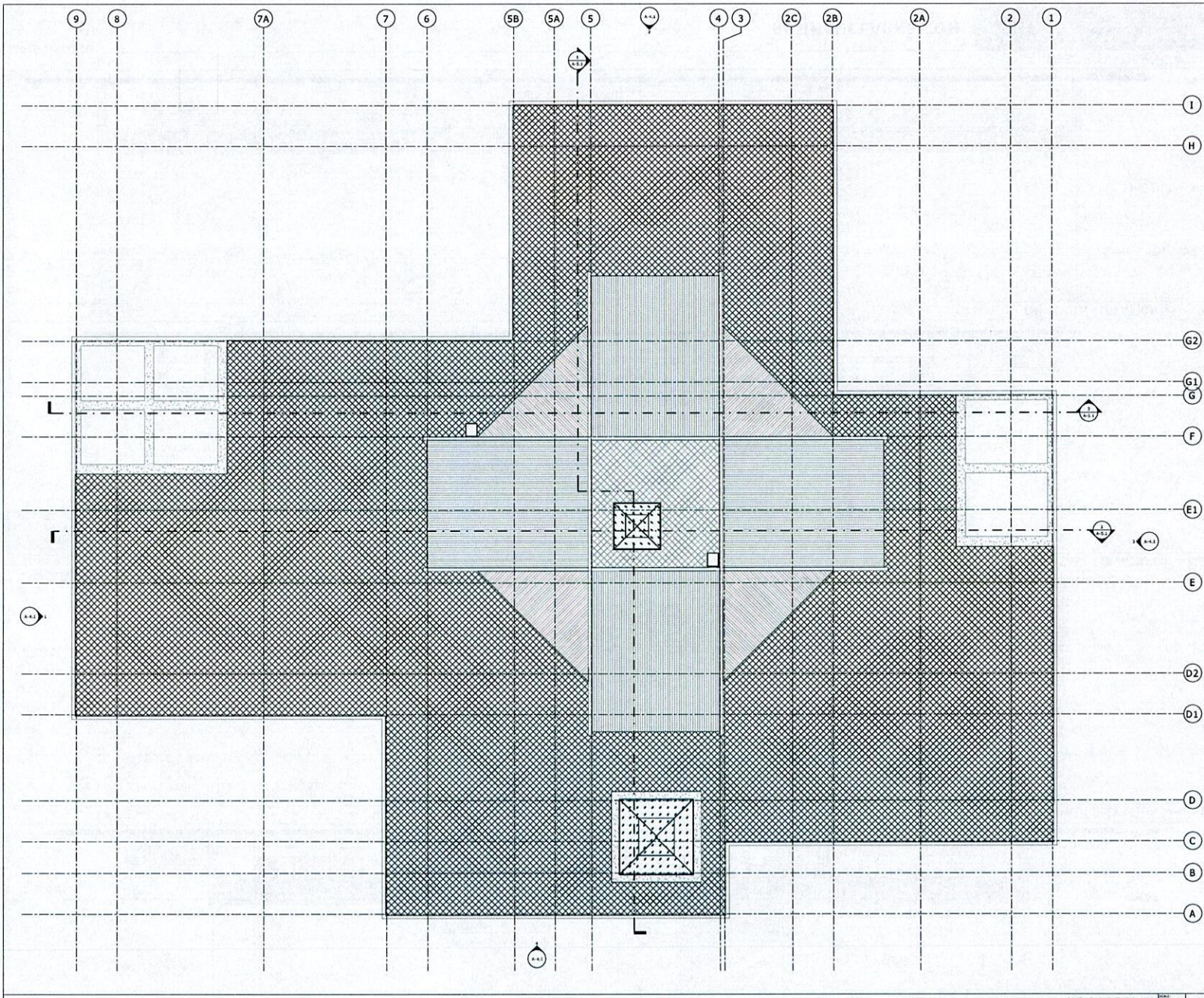
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COUNTY EMERGENCY OPERATIONS CENTER
COUNTY OF RIVERSIDE
450 E ALESSANDRO BLVD., RIVERSIDE, CA 92508

**(N) MECH FLR
REFLECTED CEILING
PLAN**

A-2.3

COUNTY EMERGENCY OPERATIONS CENTER



**RUHNAU
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ARCHITECTS**

GENERAL NOTES (N) ROOF PLAN

1. PROVIDE MIN. 2" INSULATION AT ALL NEW ROOF. SEE DETAIL FOR TYPICAL ROOF CONSTRUCTION ASSEMBLY.
2. FOR FURTHER INFORMATION, REFER TO DETAIL FOR TYP. 20/12.
3. FOR VERT PENETRATIONS THROUGH ROOF, REFER TO DETAIL.
4. ALL EXCRETS SHALL BE SHIPPED WITH RIGID INSULATION WITH A MIN. 2.5% SLOPE TO ROOF AND DRAIN/LOW DRAIN.

(N) ROOF PLAN LEGEND

- (N) SINGLE PLY ROOFING SYSTEM
- (N) CEILING
- (N) SINGLE PLY ROOFING SYSTEM WITH PVC DETAIL FOR PROFILES

KEYNOTES

PROJECT No. 19-01-100
REVISED 7.28.20

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

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COUNTY EMERGENCY OPERATIONS CENTER

(N) ROOF PLAN 1/8" = 1'-0" 1

(N) ROOF PLAN

A-3.1

COUNTY EMERGENCY OPERATIONS CENTER



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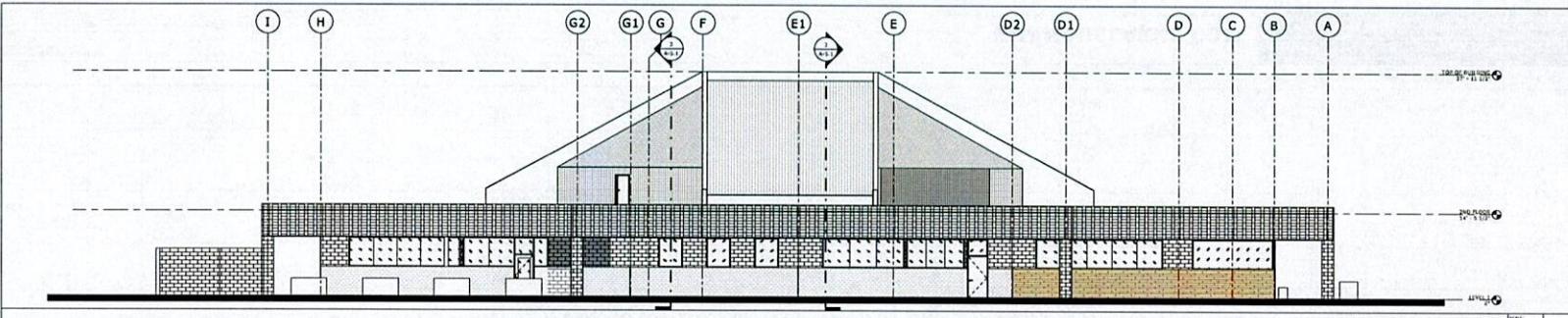
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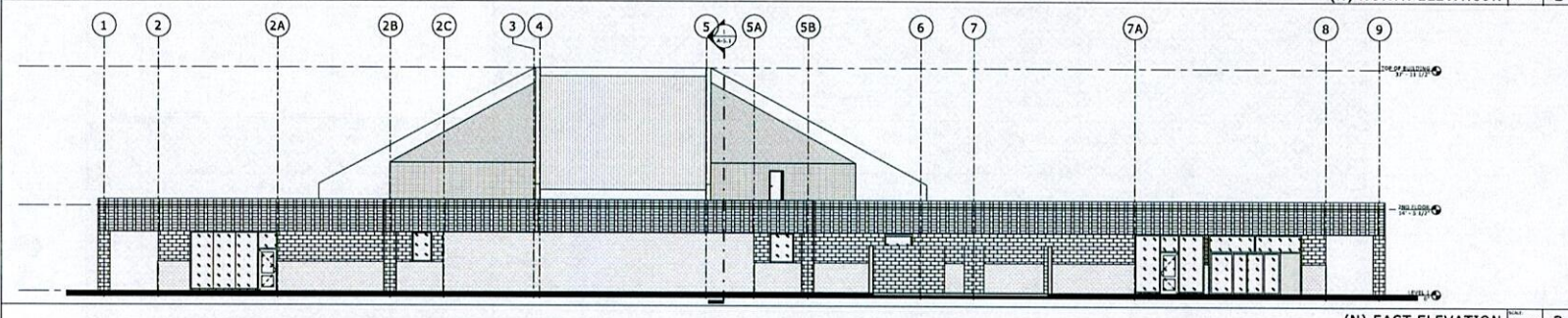
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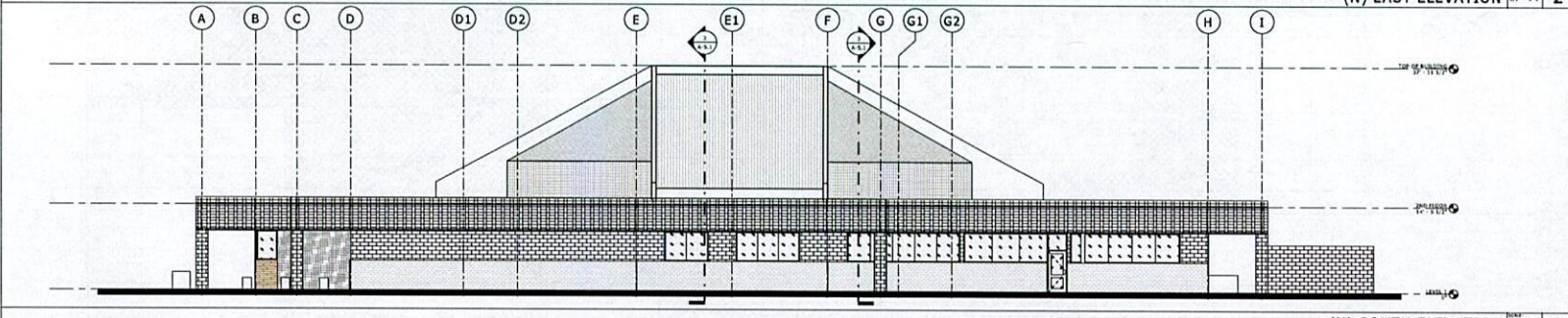
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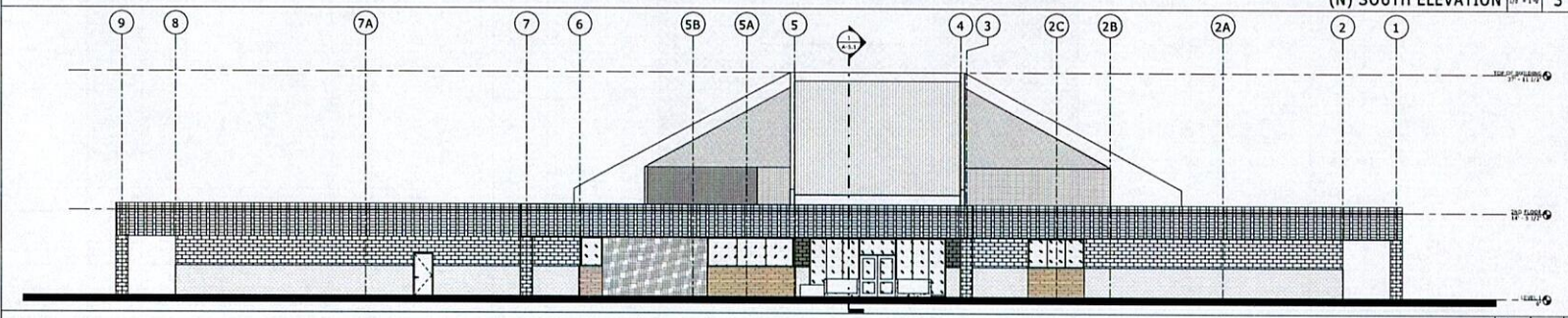
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(N) SOUTH ELEVATION SCALE: 1/8" = 1'-0" 3



(N) WEST ELEVATION SCALE: 1/8" = 1'-0" 4

PROJECT No. 19-01-100

NO.	DATE	DESCRIPTION

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COUNTY EMERGENCY OPERATIONS CENTER

(N) BUILDING ELEVATIONS

A-4.1

COUNTY EMERGENCY OPERATIONS CENTER



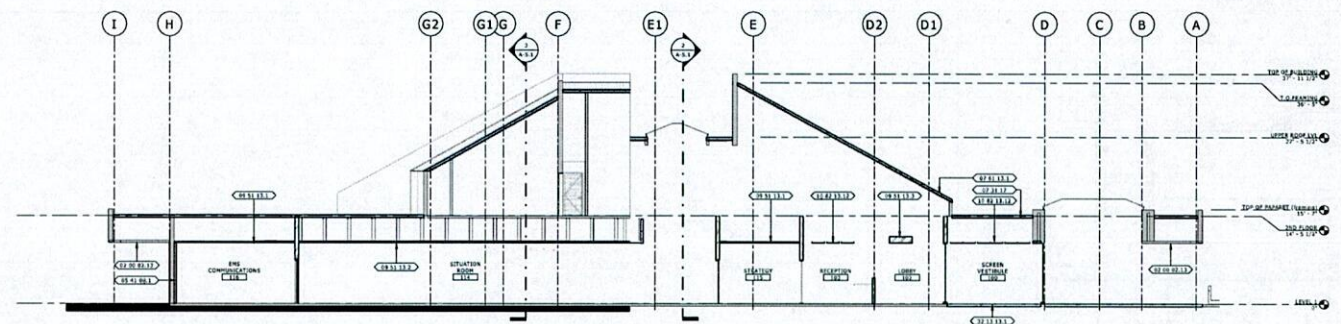
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GENERAL NOTES (D) SECTION

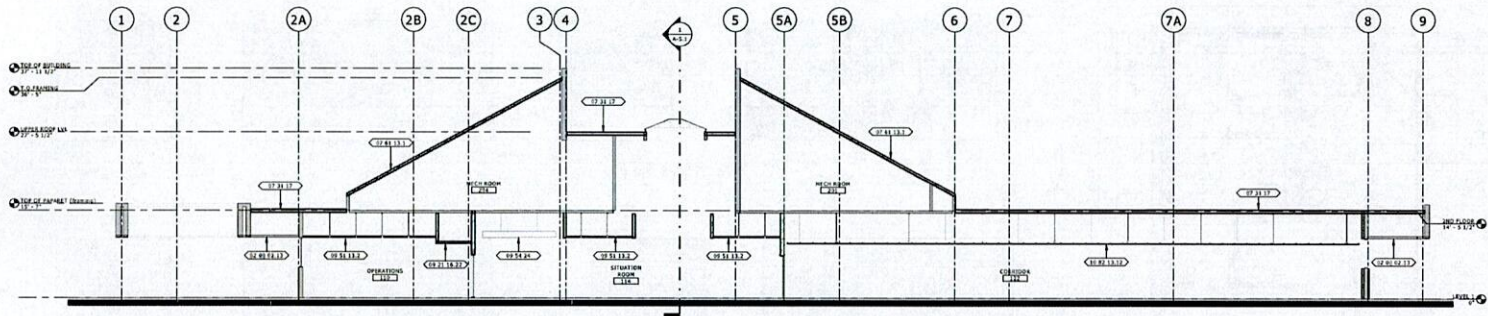
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2. VERIFY ALL EXTERIOR ROOF OPENINGS & VENTS WITH MECHANICAL, ELECTRICAL, STRUCTURAL & PLUMBING.
3. ALL EXPOSED STRUCTURE, INCLUDING MECHANICAL & PLUMBING EQUIPMENT TO BE PAINTED

KEYNOTES

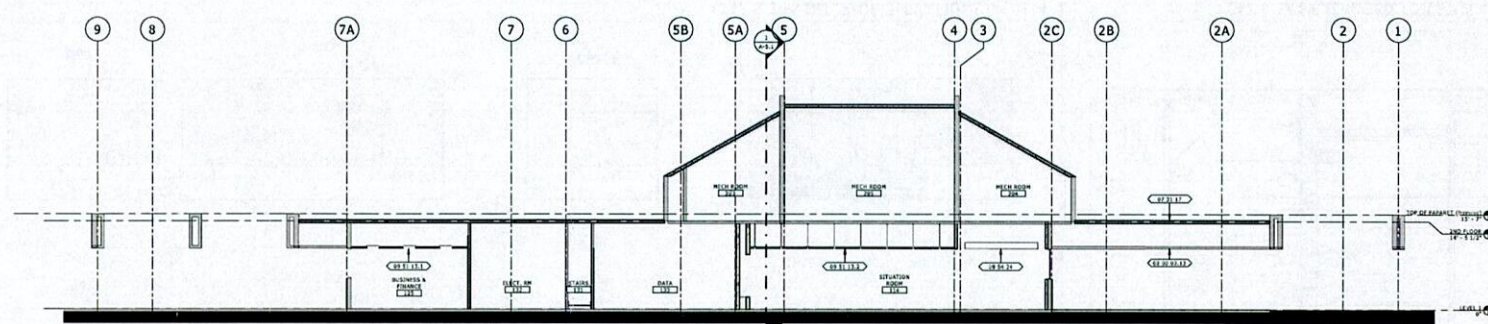
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- K1 04 60.03 24 GAUGE GALVANNEED STEEL
- K7 01 07 SINGLE RYS RAFTING SYSTEM
- K7 04 01.01 SINGLE RYS FAC. WITH TRYP FIBER
- K9 01 04.22 UPPER BOARDING ROOF
- K9 01 01.01 SUPERNOVA ACQUISTICAL CONCRETE LIGHT
- K9 01 03.02 SUPERNOVA ACQUISTICAL RECTANGULAR CONCRETE CLOUD
- K9 01 01.02 SUPERNOVA ACQUISTICAL CIRCULAR CONCRETE
- K9 04 24 SUPERNOVA ACQUISTICAL LINEAR PANELS
- K1 04 03.03 SUPERNOVA INTERIOR POLYMERIZED PAPER PANELS
- K2 11 03.01 IN CAST IN PLACE CONCRETE FINISH



(N) SECTION 1 1/8" = 1'-0" 1



(N) SECTION 2 1/8" = 1'-0" 2



(N) SECTION 3 1/8" = 1'-0" 3

PROJECT No. 19-01-100
COUNTY E.O.C.

NO.	DATE	REVISION	BY	CHKD.	DESCRIPTION

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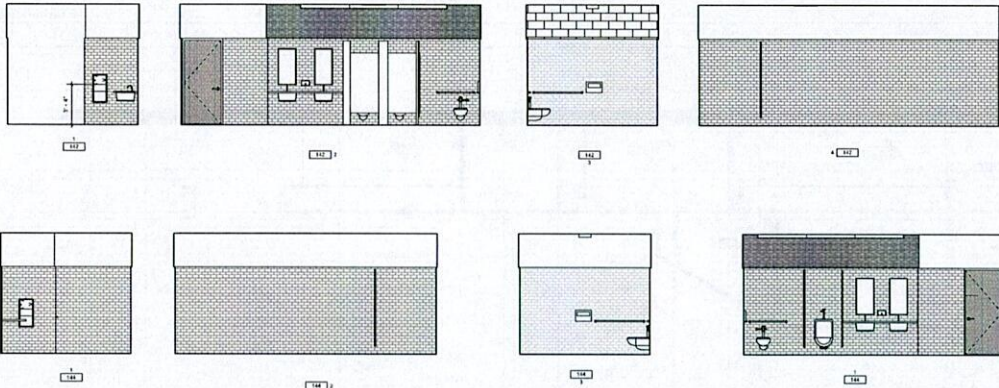
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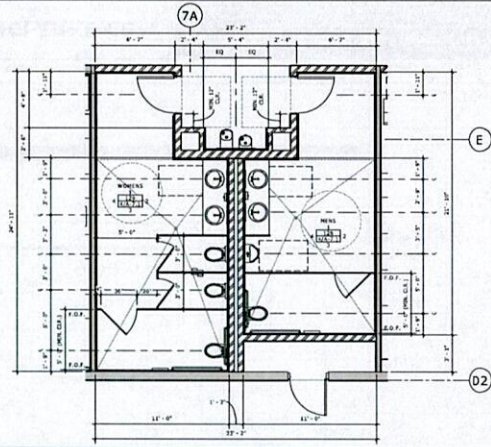
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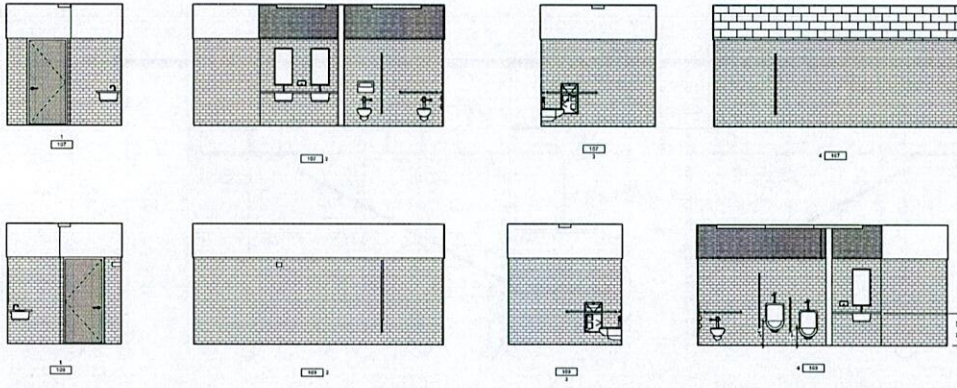
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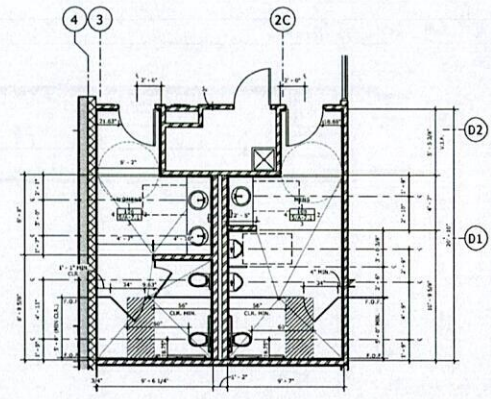
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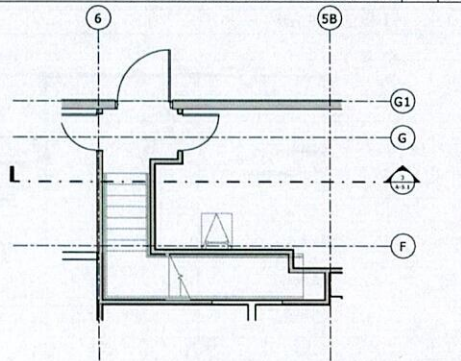
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#107 & 109 INTERIOR ELEVATIONS 1/4" = 1'-0" 5



#107 & 109 ENLARGED TOILET PLAN 1/4" = 1'-0" 2



ENLARGED STAIR PLAN 1/4" = 1'-0" 3



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ARCHITECTS**

GENERAL NOTES

1. ALL DIMENSIONS SHOWN ON THIS SHEET INDICATE FINISHES AND ACCESSORIES UNLESS OTHERWISE NOTED. REFER TO BOTH PLANS AND ELEVATIONS FOR LOCATIONS AND INFORMATION.
2. REFER TO DETAIL FOR TYPICAL MOUNTING HEIGHTS FOR TOILET ACCESSORIES & PLUMBING FIXTURES.
3. ALL WATER AND DRAIN PIPES UNDER LAVATORY SHALL BE INSULATED. THERE SHALL BE NO SHARP OR ABRUPT ANGLES TO SURFACES UNDER THE LAVATORY. PER CEC 290.2 (B) (6) (1).
4. CONTRACTOR SHALL PATCH AND REPAIR ALL FINISHES DAMAGED DURING DEMOLITION.
5. SELF-CLOSING FAUCET VALVES ARE ALLOWED IF THE FAUCET REMAINS OPEN FOR AT LEAST 30 SECONDS PER CEC 290.2 (B) (6) (2).
6. A CLEAR FLOOR SPACE 30" BY 48" COMPLY WITH CEC 290.2 (B) (6) (3) SHALL BE PROVIDED IN FRONT OF A LAVATORY TO ALLOW FORWARD APPROACH. SUCH CLEAR FLOOR SPACE SHALL BE OPEN OR OVERLAY AN ACCESSIBLE ROUTE. PER CEC 290.2 (B) (6) (4).
7. WATER CLOSING AND MANUAL PUSH-TWO HAND CONTROLS, AND TOUCH AND OPERATING MECHANISM CONTROLS, SHALL BE OPERABLE WITH ONE HAND, SHALL NOT REQUIRE TIGHT GRASPING, PULLING, OR TWISTING OF THE WRIST, AND SHALL BE MOUNTED NO MORE THAN 48" ABOVE THE FLOOR PER CEC 290.2 (B) (6) (5) (A) AND SHALL BE MOUNTED TO BE NO GREATER THAN 1.5" APART. PER CEC 290.2 (B) (6) (5) (B) CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS AND CORRECT AS NECESSARY TO COMPLY WITH CODE.
8. SEE MFR. DRAWING.

**REVIEW NOTES AND
MAKE PROJECT
SPECIFIC**

KEYNOTES

PROJECT No. 19-01-100
REVISED 12/20/19 BY JRM

NO.	DATE	BY	CHKD.	DESCRIPTION
1	12/20/19	JRM
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COUNTY EMERGENCY OPERATIONS CENTER

COUNTY OF RIVERSIDE
450 F. ALESSANDRO BLVD., RIVERSIDE, CA 92508

ENLARGED PLANS /
VERTICAL
CIRCULATION

A-7.1

COUNTY EMERGENCY OPERATIONS CENTER

DOOR SCHEDULE (ON SHEET A8.1)

DOOR NO.	DOOR TYPE	EXTRUSION	DOOR				FRAME				FIRE RATING	REMARKS	DOOR NO.
			FINISH	GLASS	INSULATION	SWITCH	FINISH	GLASS	INSULATION	SWITCH			
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102Z	212		0'-0"	7'-0"	1'-0"								102Z



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CLARKE
ARCHITECTS

PROJECT No. 19-01-100
REVISED 07-25-2019

DESIGN BY: _____ DRAWN BY: _____ CHECKED BY: _____
 DATE: _____ DATE: _____ DATE: _____
 PROJECT: _____ PROJECT: _____ PROJECT: _____

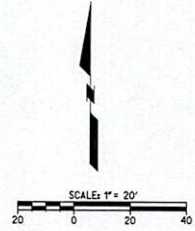
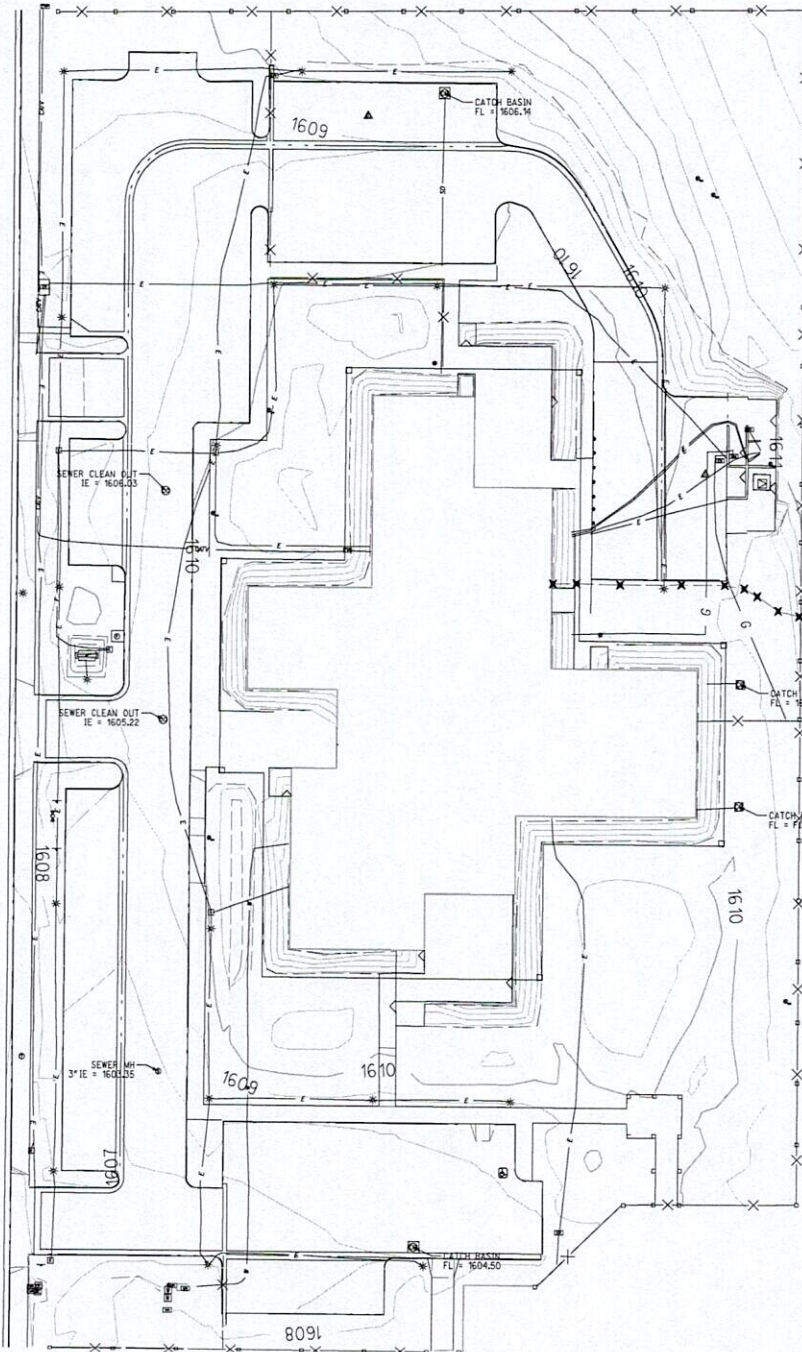
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COUNTY EMERGENCY OPERATIONS CENTER
 COUNTY OF RIVERSIDE
 450 E ALESSANDRO BLVD., RIVERSIDE, CA 92508

DOOR & WINDOW
 SCHEDULE

A-8.1

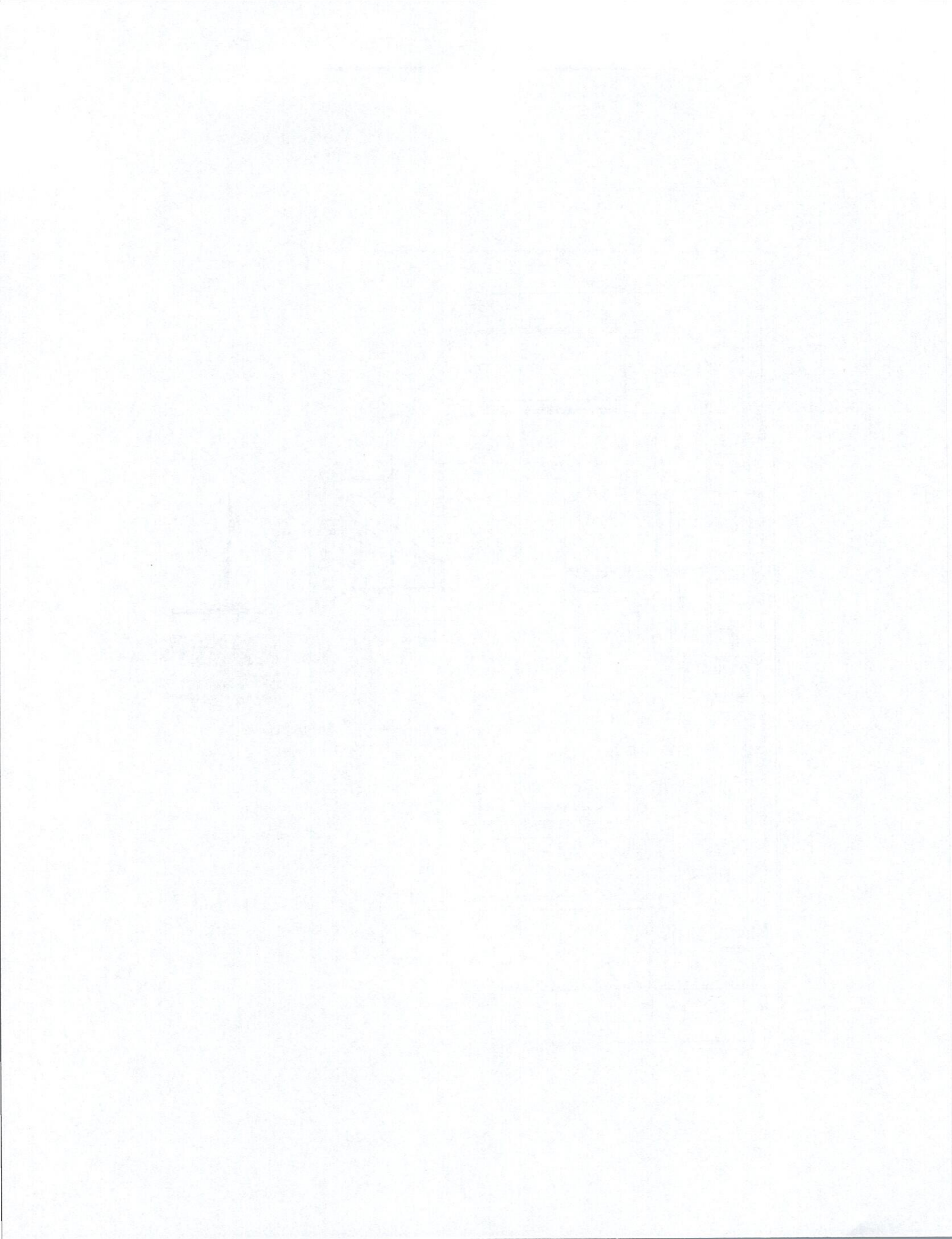
COUNTY EMERGENCY OPERATIONS CENTER



THE BASIS OF BEARINGS FOR THIS SURVEY IS THE CALIFORNIA COORDINATE SYSTEM, NAD 83 (NRSR 2011) EPOCH 2010.00, COUNTY OF RIVERSIDE, ZONE 6, AS DETERMINED LOCALLY BY A TIE BETWEEN CONTINUOUSLY OPERATING REFERENCE STATIONS (ORS) "MATZ" AND "MLFP" AS SHOWN HEREON. (L.L. N 58°43'05"E)

BENCHMARK INFORMATION
 ELEVATIONS ARE BASED UPON CITY OF RIVERSIDE BM F8-C3
 ELEVATION = 1604.806 (NAVD 88)

SURVEYED BY: RICK ENGINEERING COMPANY
 ON JULY 31, 2020



Geotechnical Report

West County EOC Facility Riverside, California

Prepared for:

Riverside County EDA

3403 10th Street, Suite 400

Riverside, CA 92501



Prepared by:



Landmark Consultants, Inc.

77-948 Wildcat Drive

Palm Desert, CA 92211

(760) 360-0665

March 2019



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(760) 370-3000
landmark@landmark-ca.com

77-948 Wildcat Drive
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(760) 360-0665
gchandra@landmark-ca.com

March 15, 2019

Mr. Eric V. Sydow
Riverside County EDA
3403 10th Street, Suite 400
Riverside, CA 92501

**Geotechnical Report
West County EOC
Riverside, California
LCI Report No. LP19017**

Dear Mr. Sydow:

The attached geotechnical report is provided for design and construction of the proposed new West County EOC located at 450 E. Alessandro Blvd. in Riverside, California. Our geotechnical investigation was conducted in response to your request for our services. The enclosed report describes our soil engineering investigation and presents our professional opinions regarding geotechnical conditions at the site.

The findings of this study indicate the site is underlain by very dense interbedded sands and silty sands with traces of gravel. The near surface, silty sands are expected to be low to non-expansive. The subsurface soils are medium dense to dense in nature. Groundwater was encountered in the borings (16 to 19 feet) during the time of exploration.

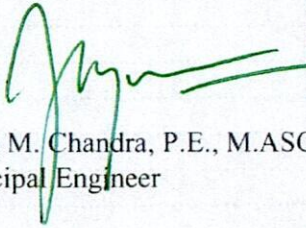
Elevated sulfate and chloride levels were not encountered in the soil samples tested for this study. However, the soil is severely corrosive to metal. We recommend a minimum of 2,500 psi concrete of Type II Portland Cement with a maximum water/cement ratio of 0.60 (by weight) should be used for concrete placed in contact with native soils of this project.

Liquefaction and seismic settlement of the dry sands is not expected to occur at the project site due to the very dense nature of the subsurface soils.

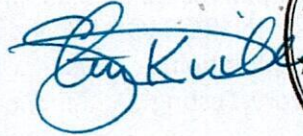
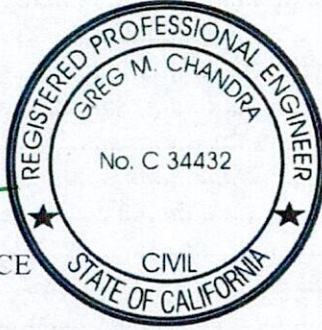
We did not encounter soil conditions that would preclude developing the new EOC facility at the site provided the professional opinions contained in this report are implemented in the design and construction of this project. Our findings, professional opinions, and application options are related **only through reading the full report**, and are best evaluated with the active participation of the engineer of record who developed them.

We appreciate the opportunity to provide our findings and professional opinions regarding geotechnical conditions at the site. If you have any questions or comments regarding our findings, please call our office at (760) 360-0665.

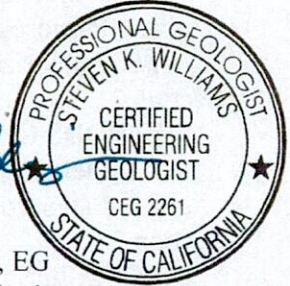
Respectfully Submitted,
LandMark Consultants, Inc.



Greg M. Chandra, P.E., M.ASCE
Principal Engineer



Steven K. Williams, PG, EG
Senior Engineering Geologist



Distribution:

Client (electronic copy)

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- APPENDIX C: Laboratory Test Results
- APPENDIX D: Settlement Calculations
- APPENDIX E: Summary of Infiltration Testing
- APPENDIX F: References

Section 1

INTRODUCTION

1.1 Project Description

This report presents the findings of our geotechnical exploration and laboratory evaluation of recovered soils for the proposed West County Emergency Operations Center (EOC) located at 450 E. Alessandro Blvd. in Riverside, California (See Vicinity Map, Plate A-1). The proposed development will consist of new 5,000 square feet building addition to the existing commercial building and other on-site improvements on the existing complex. A preliminary site plan for the proposed development was provided by office.

The building addition is planned to consist of wood and metal frame construction founded on shallow concrete footings and concrete slabs-on-grade. Footing loads at exterior bearing walls are estimated at 2 to 10 kips per lineal foot. Column loads are estimated to range from 5 to 40 kips. If structural loads exceed those stated above, we should be notified so we may evaluate their impact on foundation settlement and bearing capacity. Site development will include building pad preparation, underground utility installation, sidewalk placement, landscape areas and on-site storm-water retention system.

1.2 Purpose and Scope of Work

The purpose of this geotechnical study was to investigate the upper 31.5 feet of subsurface soil at selected locations within the site for evaluation of in-situ soil strength and physical/engineering properties. Professional opinions report regarding geotechnical conditions at this site and the effect on design and construction were developed from field exploration and laboratory evaluation of recovered soils. The scope of our services consisted of the following:

- ▶ Field exploration and in-situ testing of the site soils at selected locations and depths.
- ▶ Laboratory testing for physical and/or chemical properties of selected recovered soil samples.
- ▶ Review of literature and publications pertaining to local geology, faulting, and seismicity.
- ▶ Engineering analysis and evaluation of the data collected.
- ▶ Preparation of this report presenting our findings and professional opinion regarding the geotechnical aspects of project design and construction.

This report addresses the following geotechnical parameters:

- ▶ Subsurface soil and groundwater conditions
- ▶ Site geology, regional faulting and seismicity, near-source seismic factors, and site seismic accelerations
- ▶ Liquefaction potential
- ▶ Hydro-Collapse potential
- ▶ Expansive soil and methods of mitigation
- ▶ Aggressive soil conditions to metals and concrete
- ▶ Soil percolation rates of the native soil for retention basin areas

Professional opinions with regard to the above parameters are presented for the following:

- ▶ Mass grading and earthwork
- ▶ Building pad and foundation subgrade preparation
- ▶ Allowable soil bearing pressures and expected settlements
- ▶ Deep Foundations (drilled piers)
- ▶ Concrete slabs-on-grade
- ▶ Mitigation of the potential effects of salt concentrations in native soil to concrete mixes and steel reinforcement
- ▶ Excavation conditions and buried utility installations
- ▶ Lateral earth pressures
- ▶ Seismic design parameters

Our scope of work for this report did not include an evaluation of the site for the presence of environmentally hazardous materials or conditions.

1.3 Authorization

Mr. Erick V. Sydow of the Riverside County provided authorization by verbal agreement to proceed with our work on January 28, 2019. We conducted our work according to our written proposal dated January 7, 2019.

Section 2

METHODS OF INVESTIGATION**2.1 Field Exploration**

Subsurface exploration was performed on February 14, 2019 using 2R Drilling of Ontario California to advance three (3) borings to depths of 21.5 to 31.5 feet below existing ground surface. The borings were advanced with a truck-mounted, CME 75 drill rig using 8-inch diameter, hollow-stem, continuous-flight augers. The approximate boring locations were established in the field and plotted on the site map by sighting to discernable site features. The boring locations are shown on the Site and Exploration Plan (Plate A-2).

A staff engineer observed the drilling operations and maintained a log of the soil encountered and sampling depths, visually classified the soil encountered during drilling in accordance with the Unified Soil Classification System, and obtained drive tube and bulk samples of the subsurface materials at selected intervals. Relatively undisturbed soil samples were retrieved using a 2-inch outside diameter (OD) split-spoon sampler or a 3-inch OD Modified California Split-Barrel (ring) sampler. The samples were obtained by driving the sampler ahead of the auger tip at selected depths.

The drill rig was equipped with a 140-pound CME automatic hammer with a 30-inch drop for conducting Standard Penetration Tests (SPT) in accordance with ASTM D1586. The number of blows required to drive the samplers the last 12 inches of an 18-inch drive length into the soil is recorded on the boring logs as "blows per foot". Blow count reported on the boring logs represent the field blow counts. No corrections have been applied for effects of overburden pressure, automatic hammer drive energy, drill rod lengths, liners, and sampler diameter.

After logging and sampling the soil, the exploratory borings were backfilled with the excavated material. The backfill was loosely placed and was not compacted to the requirements specified for engineered fill.

The subsurface logs are presented on Plates B-1 through B-3 in Appendix B. A key to the log symbols is presented on Plate B-4. The stratification lines shown on the subsurface logs represent the approximate boundaries between the various strata. However, the transition from one stratum to another may be gradual over some range of depth.

2.2 Laboratory Testing

Laboratory tests were conducted on selected bulk and relatively undisturbed soil samples to aid in classification and evaluation of selected engineering properties of the site soils. The tests were conducted in general conformance to the procedures of the American Society for Testing and Materials (ASTM) or other standardized methods as referenced below. The laboratory testing program consisted of the following tests:

- ▶ Particle Size Analyses (ASTM D422) – used for soil classification and liquefaction evaluation.
- ▶ Unit Dry Densities (ASTM D2937) and Moisture Contents (ASTM D2216) – used for insitu soil parameters.
- ▶ Moisture-Density Relationship (ASTM D1557) – used for soil compaction determinations.
- ▶ Chemical Analyses (soluble sulfates & chlorides, pH, and resistivity) (Caltrans Methods) – used for concrete mix evaluations and corrosion protection requirements.

The laboratory test results are presented on the subsurface logs and on Plates C-1 through C-3 in Appendix C.

Engineering parameters of soil strength, compressibility and relative density utilized for developing design criteria provided within this report were either extrapolated from data obtained from the field and laboratory testing program.

Section 3

DISCUSSION**3.1 Site Conditions**

The project site is rectangular-shaped in plan view, is relatively flat-lying slopes gently to the north, part of the existing commercial building complex. The site is bounded by Mission Grove Parkway North to the west and Alessandro Blvd. to the south. Residential homes are surrounding the complex to the north and west. An existing water treatment plant is located to the east and commercial shopping center to the south across Alessandro Blvd. These properties are flat-lying and are approximately at the same elevation with this site.

The project site lies at an elevation between approximately 1,605 feet above mean sea level (MSL) in the Moreno Valley area of Southern California. Annual average rainfall in this region is approximately 11 inches with average summertime temperature highs above 90°F and lows in the mid 50's to low 60's. Average winter temperature highs are in the high 60's with lows in mid 30's to low 40's.

3.2 Geologic Setting

The site is located in the San Jacinto Valley which is incorporated within the Perris Plain of southern California. The Perris Plain is a major topographic feature between the San Jacinto (northeast) and Elsinore (southwest) fault zones. The plain is an undulating surface eroded on primarily plutonic igneous rocks and lies 7,000 feet below the summits of the San Jacinto Mountains. The San Jacinto Mountains are located to the northeast and are part of the Peninsular Ranges. Figure 1 shows the location of the site in relation to regional faults and physiographic features.

The Peninsular Ranges are a northwest-southeast orientated complex of blocks separated by similarly trending faults. They extend 125 miles (200 km) from the Transverse Ranges and the Los Angeles Basin south to the Mexican border and beyond another 775 miles (1,250 km) to the tip of Baja California, Mexico. Faults dominate the structure of the Peninsular Ranges. Major faults are the San Jacinto Fault and related branches within the San Jacinto Fault Zone. The Peninsular Ranges contain extensive pre-Cretaceous igneous rocks associated with the Nevadan plutonism.

Recent evidence of tectonic activity includes epicenter swarms, earthquakes (San Jacinto 1918 and Borrego Valley 1968), and alignment of hot springs (Norris & Webb, 1976).

3.3 Subsurface Soil

Subsurface soils encountered during the field exploration conducted on February 14, 2019 consist of dominantly very dense silty sands (SM) and sands (SP-SM) to a depth of 31.5 feet, the maximum depth of exploration. The near surface soils are granular and non-expansive in nature. The subsurface logs (Plates B-1 through B-3) depict the stratigraphic relationships of the various soil types.

3.4 Groundwater

Groundwater was encountered in the borings at about 16 to 19 feet during the time of exploration. The groundwater level noted should not be interpreted to represent an accurate or permanent condition. Based on the regional topography, groundwater flow is assumed to be generally towards the east to southeast within the site area. Flow directions may vary locally in the vicinity of the site.

Historic groundwater records in the vicinity of the project site indicate that groundwater has fluctuated between 10 to 31 feet below the ground surface within the past 40 years according to The California Department of Water Resources, Division of Planning and Local Assistance web site.

3.5 Faulting

The project site is located in the seismically active Riverside area of southern California with numerous mapped faults of the San Jacinto fault traversing the region. We have performed a computer-aided search of known faults or seismic zones that lie within a 41-mile (66 kilometer) radius of the project site (Table 1).

A fault map illustrating known active faults relative to the site is presented on Figure 1, *Regional Fault Map*. Figure 2 shows the project site in relation to local faults.

The criterion for fault classification adopted by the California Geological Survey defines Earthquake Fault Zones along active or potentially active faults. An active fault is one that has ruptured during Holocene time (roughly within the last 11,000 years). A fault that has ruptured during the last 1.8 million years (Quaternary time), but has not been proven by direct evidence to have not moved within Holocene time is considered to be potentially active. A fault that has not moved during Quaternary time is considered to be inactive.

Review of the current Alquist-Priolo Earthquake Fault Zone maps (CGS, 2000a) indicates that the nearest mapped Earthquake Fault Zone is the San Jacinto fault located approximately 8.6 miles northeast of the project site.

3.6 General Ground Motion Analysis

The project site is considered likely to be subjected to moderate to strong ground motion from earthquakes in the region. Ground motions are dependent primarily on the earthquake magnitude and distance to the seismogenic (rupture) zone. Acceleration magnitudes also are dependent upon attenuation by rock and soil deposits, direction of rupture and type of fault; therefore, ground motions may vary considerably in the same general area.

CBC General Ground Motion Parameters: The 2016 CBC general ground motion parameters are based on the Risk-Targeted Maximum Considered Earthquake (MCE_R). The U.S. Geological Survey “U.S. Seismic Design Maps Web Application” (USGS, 2019) was used to obtain the site coefficients and adjusted maximum considered earthquake spectral response acceleration parameters. ***The site soils have been classified as Site Class C (very dense soil and soft rock profile).***

Design spectral response acceleration parameters are defined as the earthquake ground motions that are two-thirds (2/3) of the corresponding MCE_R ground motions. Design earthquake ground motion parameters are provided in Table 2. ***A Risk Category IV was determined using Table 1604.5 and the Seismic Design Category is D since S_1 is less than 0.75.***

The Maximum Considered Earthquake Geometric Mean (MCE_G) peak ground acceleration (PG_{AM}) value was determined from the “U.S. Seismic Design Maps Web Application” (USGS, 2019) for liquefaction and seismic settlement analysis in accordance with 2016 CBC Section 1803.5.12 and CGS Note 48 ($PG_{AM} = F_{PGA} * PGA$). *A PG_{AM} value of 0.50g has been determined for the project site.*

3.7 Seismic and Other Hazards

- ▶ **Groundshaking.** The primary seismic hazard at the project site is the potential for strong groundshaking during earthquakes along the San Jacinto Valley segment of the San Jacinto fault zone.
- ▶ **Surface Rupture.** The project site does not lie within a State of California, Alquist-Priolo Earthquake Fault Zone. However, because of the high tectonic activity and deep alluvium of the region, we cannot preclude the potential for surface rupture on undiscovered or new faults that may underlie the site.
- ▶ **Liquefaction.** Liquefaction is a potential design consideration because of underlying saturated sandy substrata. The potential for liquefaction at the site is discussed in more detail in Section 3.8. The project site lies outside of a Riverside County designated zone for the potential for liquefaction (See Riverside County Geographic Information System (GIS) – Liquefaction Zones, Plate A-7).

Other Potential Geologic Hazards.

- ▶ **Landsliding.** The hazard of landsliding is unlikely due to the regional planar topography. No ancient landslides are shown on geologic maps of the region and no indications of landslides were observed during our site investigation.
- ▶ **Volcanic hazards.** The site is not located in proximity to any known volcanically active area and the risk of volcanic hazards is considered very low.
- ▶ **Tsunamis, sieches, and flooding.** The site does not lie near any large bodies of water, so the threat of tsunami, sieches, or other seismically-induced flooding is unlikely.
- ▶ **Expansive soil.** The near surface soils at the project site consist of sands and silty sands which are non-expansive.

3.8 Liquefaction

Liquefaction occurs when granular soil below the water table is subjected to vibratory motions, such as produced by earthquakes. With strong ground shaking, an increase in pore water pressure develops as the soil tends to reduce in volume. If the increase in pore water pressure is sufficient to reduce the vertical effective stress (suspending the soil particles in water), the soil strength decreases and the soil behaves as a liquid (similar to quicksand). Liquefaction can produce excessive settlement, ground rupture, lateral spreading, or failure of shallow bearing foundations.

Four conditions are generally required for liquefaction to occur:

- (1) the soil must be saturated (relatively shallow groundwater);
- (2) the soil must be loosely packed (low to medium relative density);
- (3) the soil must be relatively cohesionless (not clayey); and
- (4) groundshaking of sufficient intensity must occur to function as a trigger mechanism.

The very dense nature of the subsurface soil encountered at the points of exploration at the project site is not considered to be susceptible to liquefaction. Mitigation for liquefaction induced settlements is not required at this project site.

3.9 Seismic Settlement

An evaluation of the non-liquefaction seismic settlement potential was performed using the relationships developed by Tokimatsu and Seed (1984, 1987) for dry sands. This method is an empirical approach to quantify seismic settlement using SPT blow counts and PGA estimates from the probabilistic seismic hazard analysis.

The soils beneath the site consist primarily of very dense silty sands to maximum penetrated. Based on the empirical relationships, total induced settlements are estimated to be nonexistent. The computer printouts for the estimates of induced settlement are included in Appendix D.

3.10 Hydroconsolidation

In arid climatic regions, granular soils have a potential to collapse upon wetting. This collapse (hydroconsolidation) phenomena is the result of the lubrication of soluble cements (carbonates) in the soil matrix causing the soil to densify from its loose configuration during deposition. Based on our experience in the vicinity of the project site, there is a slight risk of collapse upon inundation from at the site. Therefore, development of building foundation is not required to include provisions for mitigating the hydroconsolidation caused by soil saturation from landscape irrigation or broken utility lines.

3.11 Soil Infiltration Rate

A total of four (4) infiltration tests were conducted on February 13, 2019 at the proposed location for the on-site storm-water retention basins as shown on the Site and Exploration Plan (Plate A-2). The infiltration tests were performed to the guideline from Design Handbook for Low Impact Development Best Management Practices, prepared by Riverside County Flood Control and Water Conservation District, Appendix A, Section 2.3, dated September 2011. The tests were performed using perforated pipes inside an 8-inch diameter flight auger borehole made to depths of approximately 10 feet (I-1) and 5 feet (I-2) below the existing ground surface, corresponding to the anticipated bottom depth of the stormwater retention basin. The pipes were filled with water and successive readings of drop in water levels were made every 10 minutes for a total elapsed time of 60 minutes (I-1) and every 30 minutes for a total elapsed time of 180 minutes (I-2), until a stabilization drop was recorded.

The test results indicate that the stabilized soil infiltration rate for the soil of 1.91 inches per hour for I-1; the stabilized soil infiltration rate for the soil of 0.38 inches per hour for I-2.

An oil/water separator should be installed at inlets to the stormwater retention basin to prevent sealing of the basin bottom with silt and oil residues. The field and conversion calculation worksheets are included in Appendix E.

We recommend additional testing should be performed after the completion of rough grading operations, to verify the soil infiltration rate.

Section 4

DESIGN CRITERIA**4.1 Site Preparation**

Pre-grade Meeting: Prior to site preparation, a meeting should be held at the site with as a minimum, the owner's representative, grading contractor and geotechnical engineer in attendance.

Clearing and Grubbing: All surface improvements, debris and/or vegetation including grass, trees, and weeds on the site at the time of construction should be removed from the construction area. Root balls should be completely excavated. Organic stripping should be hauled from the site and not used as fill. Any trash, construction debris, concrete slabs, old pavement, landfill, and buried obstructions such as old foundations and utility lines exposed during rough grading should be traced to the limits of the foreign materials and removed. Any excavations resulting from site clearing and grubbing should be dish-shaped to the lowest depth of disturbance and backfilled with engineered fill.

New Building Pad Preparation: The exposed surface soil within the proposed building pad areas should be removed to 18 inches below the lowest foundation grades, or 30 inches below the original grade (whichever is deeper), extending five feet beyond all exterior wall/column lines (including adjacent concrete areas). The exposed sub-grade shall be saturated to a minimum depth of 5 feet and compacted with a vibratory steel drum roller to achieve a minimum compaction of 95% of the maximum dry density. Moisture penetration and compaction should be verified prior to construction of the engineered fill pad.

After achieving the recommended compaction, the engineered building pad may be constructed by placing the removed soils in uniformly moisture conditioned to $\pm 2\%$ of optimum moisture, and re-compacted to at least 90% of ASTM D1557 maximum density.

The on-site soils are suitable for use as compacted fill and utility trench backfill. Imported fill soil (if required) should be similar to onsite soil or non-expansive, granular soil meeting the USCS classifications of SM, SP-SM, or SW-SM with a maximum rock size of 3 inches. *The geotechnical engineer should approve imported fill soil sources before hauling material to the site.*

Native and imported materials should be placed in lifts no greater than 8 inches in loose thickness, uniformly moisture conditioned to $\pm 2\%$ of optimum moisture, and re-compacted to at least 90% of ASTM D1557 maximum density.

In areas other than the building pad which are to receive concrete slabs and asphalt concrete pavement, the ground surface should be over-excavated to a depth of 12 inches, uniformly moisture conditioned to $\pm 2\%$ of optimum moisture, and re-compacted to at least 90% of ASTM D1557 maximum density.

Trench Backfill: On-site soil free of debris, vegetation, and other deleterious matter may be suitable for use as utility trench backfill. Backfill within roadway should, at a minimum, conform to County of Riverside Standard No. 818 – Utility Trench Backfill.

Pipe envelope/bedding should either be clean sand (Sand Equivalent $SE > 30$) or crushed rock when encountering groundwater. A geotextile filter fabric (Mirafi 140N or equivalent) should be used to encapsulate the crushed rock to reduce the potential for in-washing of fines into the gravel void space. Precautions should be taken in the compaction of the backfill to avoid damage to the pipes and structures.

Adequate site drainage is essential to future performance of the project. Infiltration of excess irrigation water and stormwaters can adversely affect the performance of the subsurface soil at the site. Positive drainage should be maintained away from all structures (5% for 5 feet minimum across unpaved areas) to prevent ponding and subsequent saturation of the native soil. Gutters and downspouts may be considered as a means to convey water away from foundations. If landscape irrigation is allowed next to the building, drip irrigation systems or lined planter boxes should be used. The subgrade soil should be maintained in a moist, but not saturated state, and not allowed to dry out. Drainage should be maintained without ponding.

Observation and Density Testing: All site preparation and fill placement should be continuously observed and tested by a representative of a qualified geotechnical engineering firm. Full-time observation services during the excavation and scarification process is necessary to detect undesirable materials or conditions and soft areas that may be encountered in the construction area.

The geotechnical firm that provides observation and testing during construction shall assume the responsibility of "*geotechnical engineer of record*" and, as such, shall perform additional tests and investigation as necessary to satisfy themselves as to the site conditions and the recommendations for site development.

Auxiliary Structures Foundation Preparation: Auxiliary structures such as free standing or retaining walls should have the existing soil beneath the structure foundation prepared in the manner recommended for the building pad except the preparation needed only to extend 18 inches below and beyond the footing.

4.2 Foundations and Settlements

Shallow column footings and continuous wall footings are suitable to support the structures provided they are founded on a layer of properly prepared and compacted soil as described in Section 4.1. The foundations may be designed using an allowable soil bearing pressure of 2,000 psf. The allowable soil pressure may be increased by 20% for each foot of embedment depth in excess of 18 inches and by one-third for short term loads induced by winds or seismic events. The maximum allowable soil pressure at increased embedment depths shall not exceed 2,800 psf.

All exterior and interior foundations should be embedded a minimum of 18 inches below the building support pad or lowest adjacent final grade, whichever is deeper. Continuous wall footings should have a minimum width of 12 inches. Isolated column footings should have a minimum width of 24 inches. ***Recommended concrete reinforcement and sizing for all footings should be provided by the structural engineer.***

Resistance to horizontal loads will be developed by passive earth pressure on the sides of footings and frictional resistance developed along the bases of footings and concrete slabs. Passive resistance to lateral earth pressure may be calculated using an equivalent fluid pressure of 300 pcf to resist lateral loadings. The top one foot of embedment should not be considered in computing passive resistance unless the adjacent area is confined by a slab or pavement. An allowable friction coefficient of 0.35 may also be used at the base of the footings to resist lateral loading.

Foundation movement under the estimated static loadings and seismic site conditions are estimated to not exceed $\frac{3}{4}$ inch with differential movement of about two-thirds of total movement for the loading assumptions stated above when the subgrade preparation guidelines given above are followed. Foundation movements under the seismic loading due to dry settlement are provided in Section 3.8 of this report.

4.3 Slabs-On-Grade

Concrete slabs and flatwork should be a minimum of 5 inches thick. Concrete floor slabs may either be monolithically placed with the foundation or dowelled after footing placement. The concrete slabs may be placed on granular subgrade that has been compacted at least 90% relative compaction (ASTM D1557).

American Concrete Institute (ACI) guidelines (ACI 302.1R-04 Chapter 3, Section 3.2.3) provide recommendations regarding the use of moisture barriers beneath concrete slabs. The concrete floor slabs should be underlain by a 10-mil polyethylene vapor retarder that works as a capillary break to reduce moisture migration into the slab section. All laps and seams should be overlapped 6-inches or as recommended by the manufacturer. The vapor retarder should be protected from puncture. The joints and penetrations should be sealed with the manufacturer's recommended adhesive, pressure-sensitive tape, or both. The vapor retarder should extend a minimum of 12 inches into the footing excavations. The vapor retarder should be covered by 4 inches of clean sand (Sand Equivalent SE>30) unless placed on 2.5 feet of granular fill, in which case, the vapor retarder may lie directly on the granular fill with 2 inches of clean sand cover.

Placing sand over the vapor retarder may increase moisture transmission through the slab, because it provides a reservoir for bleed water from the concrete to collect. The sand placed over the vapor retarder may also move and mound prior to concrete placement, resulting in an irregular slab thickness. For areas with moisture sensitive flooring materials, ACI recommends that concrete slabs be placed without a sand cover directly over the vapor retarder, provided that the concrete mix uses a low-water cement ratio and concrete curing methods are employed to compensate for release of bleed water through the top of the slab. The vapor retarder should have a minimum thickness of 15-mil (Stego-Wrap or equivalent).

Concrete slab and flatwork reinforcement should consist of chaired rebar slab reinforcement (minimum of No. 4 bars at 18-inch centers, both horizontal directions) placed at slab mid-height to resist potential swell forces and cracking. *Slab thickness and steel reinforcement are minimums only and should be verified by the structural engineer/designer knowing the actual project loadings.* The construction joint between the foundation and any mowstrips/sidewalks placed adjacent to foundations should be sealed with a polyurethane based non-hardening sealant to prevent moisture migration between the joint.

Control joints should be provided in all concrete slabs-on-grade at a maximum spacing (in feet) of 2 to 3 times the slab thickness (in inches) as recommended by American Concrete Institute (ACI) guidelines. All joints should form approximately square patterns to reduce randomly oriented contraction cracks. Contraction joints in the slabs should be tooled at the time of the pour or sawcut ($\frac{1}{4}$ of slab depth) within 6 to 8 hours of concrete placement. Construction (cold) joints in foundations and area flatwork should either be thickened butt-joints with dowels or a thickened keyed-joint designed to resist vertical deflection at the joint. All joints in flatwork should be sealed to prevent moisture, vermin, or foreign material intrusion. Precautions should be taken to prevent curling of slabs in this arid desert region (refer to ACI guidelines).

All independent concrete flatworks should be underlain by 12 inches of moisture conditioned and compacted soils. All flatwork should be jointed in square patterns and at irregularities in shape at a maximum spacing of 10 feet or the least width of the sidewalk.

4.4 Concrete Mixes and Corrosivity

Selected chemical analyses for corrosivity were conducted on bulk samples of the near surface soil from the project site (Plate C-2). The native soils tested were shown to have low levels of sulfate and moderate chloride ion concentrations. Resistivity determinations on the soil indicate severe potential for metal loss because of electrochemical corrosion processes.

A minimum of 2,500 psi concrete of Type II Portland Cement with a maximum water/cement ratio of 0.60 (by weight) should be used for concrete placed in contact with native soil on this project (sitework including sidewalks, hardscape areas, and foundations).

A minimum concrete cover of three (3) inches is recommended around steel reinforcing or embedded components (anchor bolts, hold-downs, etc.) exposed to native soil or landscape water (to 18 inches above grade). The concrete should also be thoroughly vibrated during placement.

Landmark does not practice corrosion engineering. We recommend that a qualified corrosion engineer evaluate the corrosion potential on metal construction materials and concrete at the site.

4.5 Excavations

All trench excavations should conform to CalOSHA requirements for Type C soil. The contractor is solely responsible for the safety of workers entering trenches. Temporary excavations with depths of 4 feet or less may be cut nearly vertical for short duration. Temporary slopes should be no steeper than 1.5:1 (horizontal:vertical). Sandy soil slopes should be kept moist, but not saturated, to reduce the potential of raveling or sloughing.

Trench excavations deeper than 4 feet will require shoring or slope inclinations in conformance to CAL/OSHA regulations for Type C soil. Surcharge loads of stockpiled soil or construction materials should be set back from the top of the slope a minimum distance equal to the height of the slope. All permanent slopes should not be steeper than 3:1 to reduce wind and rain erosion. Protected slopes with ground cover may be as steep as 2:1. However, maintenance with motorized equipment may not be possible at this inclination.

4.6 Lateral Earth Pressures

Earth retaining structures, such as retaining walls, should be designed to resist the soil pressure imposed by the retained soil mass. Walls with granular drained backfill may be designed for an assumed static earth pressure equivalent to that exerted by a fluid weighing 38 pcf for unrestrained (active) conditions (able to rotate 0.1% of wall height), and 52 pcf for restrained (at-rest) conditions. These values should be verified at the actual wall locations during construction.

4.7 Seismic Design

This site is located in the seismically active southern California area and the site structures are subject to strong ground shaking due to potential fault movements along the San Andreas Fault. Engineered design and earthquake-resistant construction are the common solutions to increase safety and development of seismic areas. Designs should comply with the latest edition of the CBC for Site Class C using the seismic coefficients given in Section 3.6 of this report.

Section 5

LIMITATIONS AND ADDITIONAL SERVICES**5.1 Limitations**

The findings and professional opinions within this report are based on current information regarding the proposed new West County EOC located at 450 E. Alessandro Blvd. in Riverside, California.

The conclusions and professional opinions of this report are invalid if:

- ▶ Proposed building(s) location and size are changed from those shown in this report
- ▶ Structural loads change from those stated or the structures are relocated.
- ▶ The Additional Services section of this report is not followed.
- ▶ This report is used for adjacent or other property.
- ▶ Changes of grade or groundwater occur between the issuance of this report and construction other than those anticipated in this report.
- ▶ Any other change that materially alters the project from that proposed at the time this report was prepared.

Findings and professional opinions in this report are based on selected points of field exploration, geologic literature, laboratory testing, and our understanding of the proposed project. Our analysis of data and professional opinions presented herein are based on the assumption that soil conditions do not vary significantly from those found at specific exploratory locations. Variations in soil conditions can exist between and beyond the exploration points or groundwater elevations may change. If detected, these conditions may require additional studies, consultation, and possible design revisions.

This report contains information that may be useful in the preparation of contract specifications. However, the report is not worded in such a manner that we recommend its use as a construction specification document without proper modification. The use of information contained in this report for bidding purposes should be done at the contractor's option and risk.

This report was prepared according to the generally accepted *geotechnical engineering standards of practice* that existed in Riverside County at the time the report was prepared. No express or implied warranties are made in connection with our services.

This report should be considered invalid for periods after two years from the report date without a review of the validity of the findings and professional opinions by our firm, because of potential changes in the Geotechnical Engineering Standards of Practice.

The client has responsibility to see that all parties to the project including, designer, contractor, and subcontractor are made aware of this entire report. The use of information contained in this report for bidding purposes should be done at the contractor's option and risk.

5.2 Additional Services

We recommend that a qualified geotechnical consultant be retained to provide the tests and observations services during construction. *The geotechnical engineering firm providing such tests and observations shall become the geotechnical engineer of record and assume responsibility for the project.*

The professional opinions presented in this report are based on the assumption that:

- ▶ Consultation during development of design and construction documents to check that the geotechnical professional opinions are appropriate for the proposed project and that the geotechnical professional opinions are properly interpreted and incorporated into the documents.
- ▶ **LandMark Consultants, Inc.** will have the opportunity to review and comment on the plans and specifications for the project prior to the issuance of such for bidding.
- ▶ Continuous observation, inspection, and testing by the geotechnical consultant of record during site clearing, grading, excavation, placement of fills, building pad and subgrade preparation, and backfilling of utility trenches.
- ▶ Observation of foundation excavations and reinforcing steel before concrete placement.
- ▶ Other consultation as necessary during design and construction.

We emphasize our review of the project plans and specifications to check for compatibility with our professional opinions and conclusions. Additional information concerning the scope and cost of these services can be obtained from our office.

TABLES

Table 1
Summary of Characteristics of Closest Known Active Faults

Fault Name	Approximate Distance (miles)	Approximate Distance (km)	Maximum Moment Magnitude (Mw)	Fault Length (km)	Slip Rate (mm/yr)
San Jacinto - San Jacinto Valley	8.6	13.7	6.9	43 ± 4	12 ± 6
San Jacinto - San Bernardino	8.6	13.7	6.7	36 ± 4	12 ± 6
Whittier	14.2	22.8	6.8	38 ± 4	2.5 ± 1
Chino Avenue	14.5	23.2	6.7	28 ± 3	1 ± 1
Elsinore - Glen Ivy	15.0	23.9	6.8	36 ± 4	5 ± 2
San Andreas - San Bernardino (South)	17.3	27.7	7.4	103 ± 10	30 ± 7
Elsinore - Temecula	17.4	27.8	6.8	43 ± 4	5 ± 2
Cucamonga	19.5	31.2	6.9	28 ± 3	5 ± 2
Cleghorn	24.8	39.7	6.5	25 ± 3	3 ± 2
San Jose	24.8	39.7	6.4	20 ± 2	0.5 ± 0.5
San Jacinto - Anza	26.2	42.0	7.2	91 ± 9	12 ± 6
North Frontal Fault Zone - Western	27.0	43.2	7.2	51 ± 5	1 ± 0.5
San Andreas - Mojave	27.7	44.3	7.1	39 ± 4	3 ± 3
Sierra Madre	27.7	44.4	7.2	57 ± 6	2 ± 1
San Joaquin Hills	29.6	47.3	6.6	28 ± 3	0.5 ± 0.2
Puente Hills Blind Thrust	31.3	50.1	7.1	44 ± 4	0.7 ± 0.4
Pinto Mtn.	36.0	57.5	7.2	74 ± 7	2.5 ± 2
Garnet Hill *	36.4	58.2			
Clamshell-Sawpit	37.0	59.2	6.5	16 ± 2	0.5 ± 0.5
Newport-Inglewood (offshore)	39.5	63.2	7.1	66 ± 7	1.5 ± 0.5
Newport-Inglewood	40.3	64.4	7.1	66 ± 7	1 ± 0.5
Morongo *	40.9	65.4			

* Note: Faults not included in CGS database.

Table 2
2016 California Building Code (CBC) and ASCE 7-10 Seismic Parameters

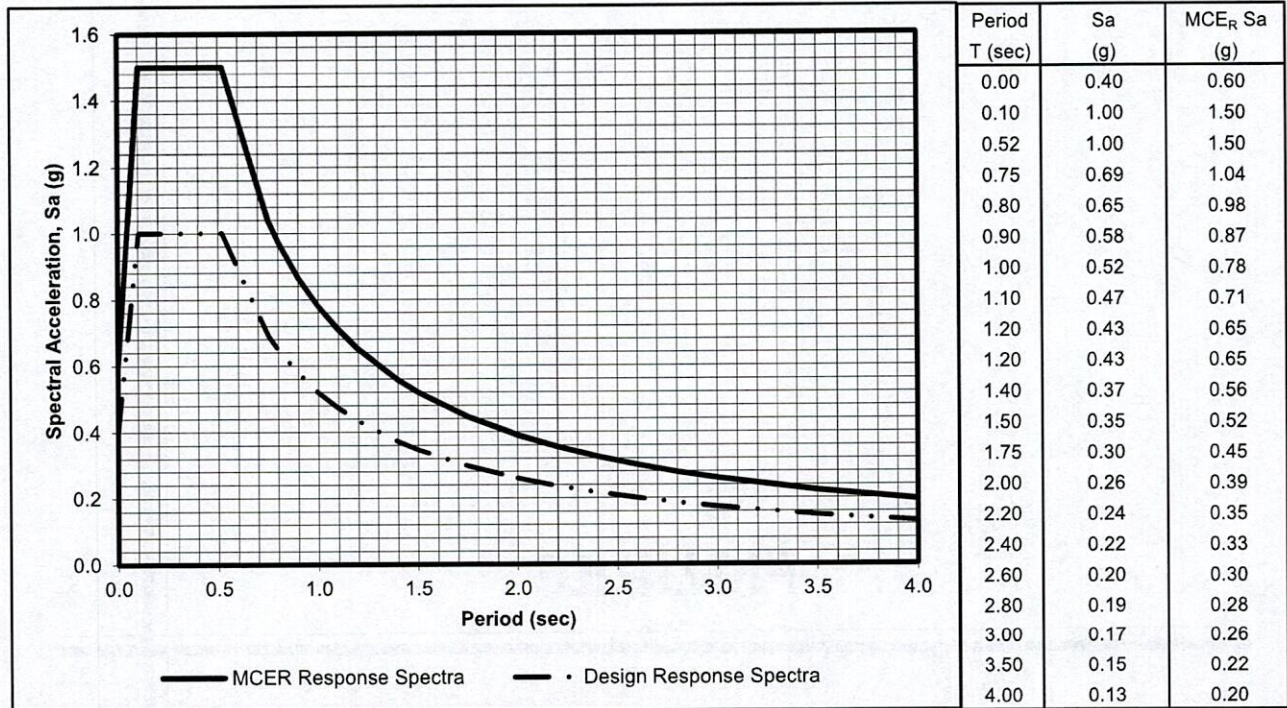
Soil Site Class:	C	CBC Reference
Latitude:	33.9176 N	Table 20.3-1
Longitude:	-117.3241 W	
Risk Category:	IV	
Seismic Design Category:	D	

Maximum Considered Earthquake (MCE) Ground Motion

Mapped MCE _R Short Period Spectral Response	S _s	1.500 g	Figure 1613.3.1(1)
Mapped MCE _R 1 second Spectral Response	S ₁	0.600 g	Figure 1613.3.1(2)
Short Period (0.2 s) Site Coefficient	F _a	1.00	Table 1613.3.3(1)
Long Period (1.0 s) Site Coefficient	F _v	1.30	Table 1613.3.3(2)
MCE _R Spectral Response Acceleration Parameter (0.2 s)	S _{MS}	1.500 g	= F _a * S _s Equation 16-37
MCE _R Spectral Response Acceleration Parameter (1.0 s)	S _{M1}	0.780 g	= F _v * S ₁ Equation 16-38

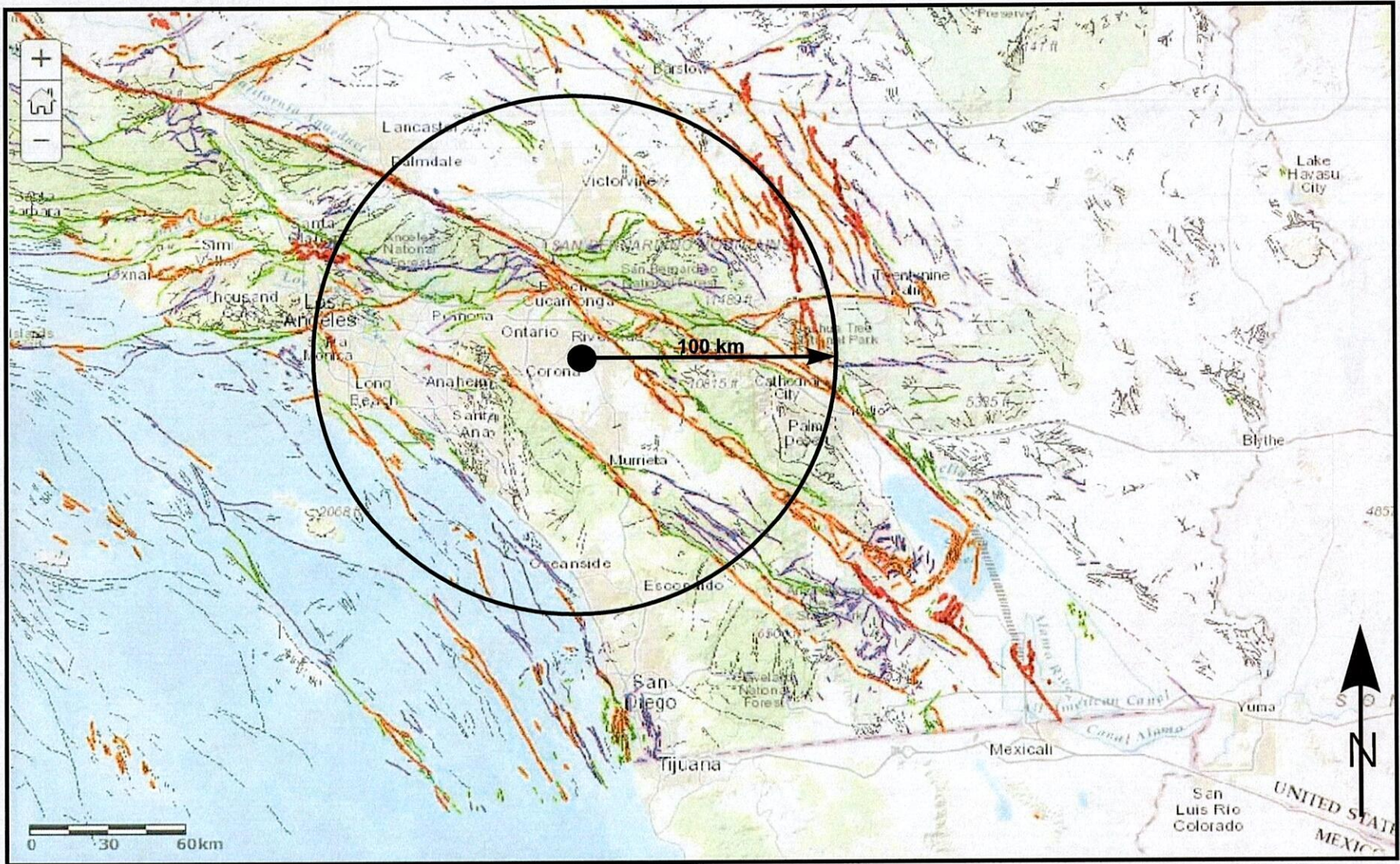
Design Earthquake Ground Motion

Design Spectral Response Acceleration Parameter (0.2 s)	S _{DS}	1.000 g	= 2/3*S _{MS}	Equation 16-39
Design Spectral Response Acceleration Parameter (1.0 s)	S _{D1}	0.520 g	= 2/3*S _{M1}	Equation 16-40
Risk Coefficient at Short Periods (less than 0.2 s)	C _{RS}	1.085		ASCE Figure 22-17
Risk Coefficient at Long Periods (greater than 1.0 s)	C _{RI}	1.052		ASCE Figure 22-18
	T _L	8.00 sec		ASCE Figure 22-12
	T _O	0.10 sec	= 0.2*S _{D1} /S _{DS}	
	T _S	0.52 sec	= S _{D1} /S _{DS}	
Peak Ground Acceleration	PGA _M	0.50 g		ASCE Equation 11.8-1





FIGURES

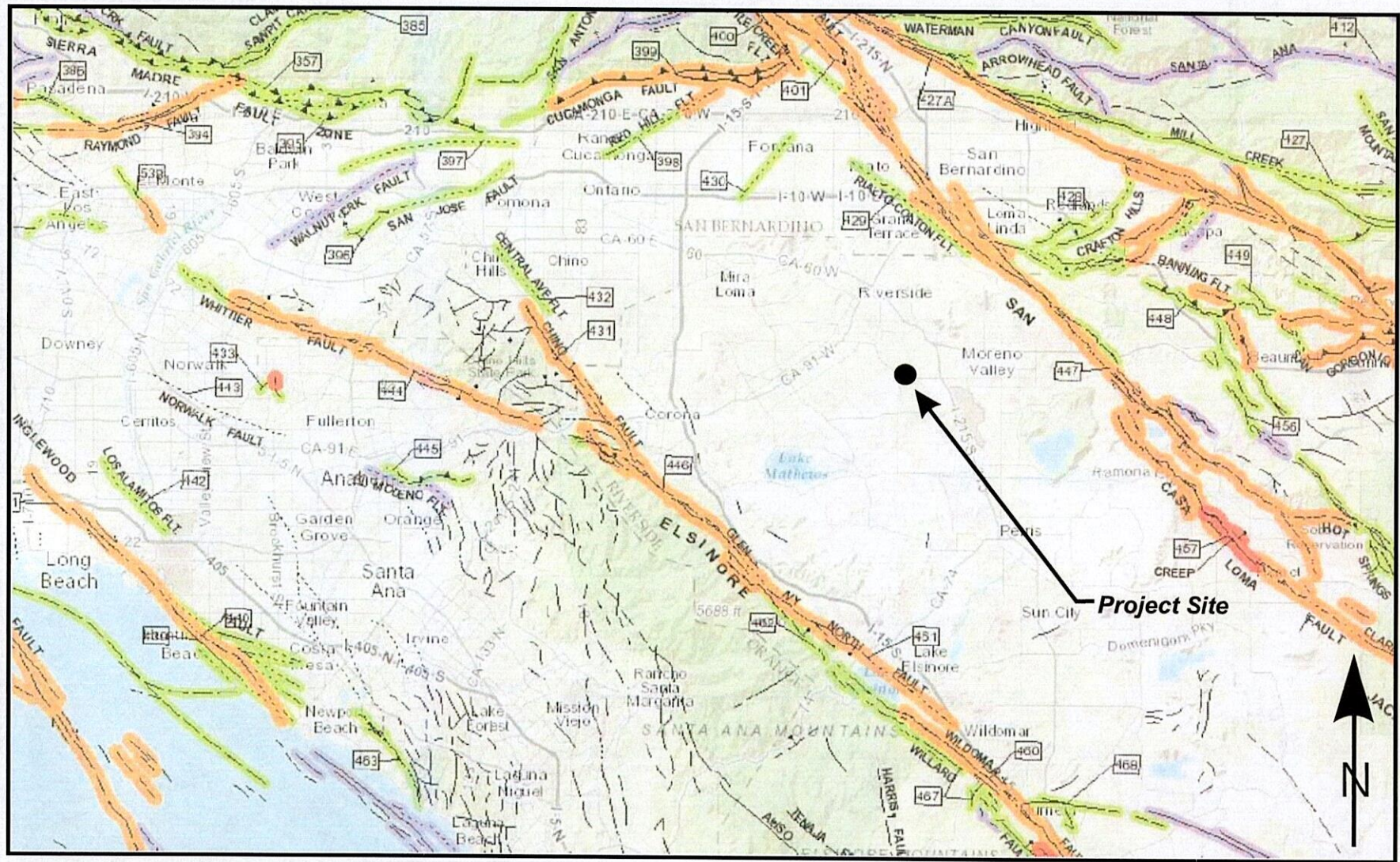


Source: California Geological Survey 2010 Fault Activity Map of California <http://www.quake.ca.gov/gmaps/FAM/faultactivitymap.html#>

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Regional Fault Map

Figure 1



Source: California Geological Survey 2010 Fault Activity Map of California
<http://www.quake.ca.gov/gmaps/FAM/faultactivitymap.html#>

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Map of Local Faults

Figure 2

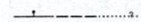

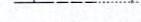

EXPLANATION

Fault traces on land are indicated by solid lines where well located, by dashed lines where approximately located or inferred, and by dotted lines where concealed by younger rocks or by lakes or bays. Fault traces are queried where continuation or existence is uncertain. Concealed faults in the Great Valley are based on maps of selected subsurface horizons, so locations shown are approximate and may indicate structural trend only. All offshore faults based on seismic reflection profile records are shown as solid lines where well defined, dashed where inferred, queried where uncertain.

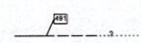


FAULT CLASSIFICATION COLOR CODE (Indicating Recency of Movement)











-  Fault along which historic (last 200 years) displacement has occurred and is associated with one or more of the following:
 - (a) a recorded earthquake with surface rupture. (Also included are some well-defined surface breaks caused by ground shaking during earthquakes, e.g. extensive ground breakage, not on the White Wolf fault, caused by the Arvin-Tehachapi earthquake of 1952). The date of the associated earthquake is indicated. Where repeated surface ruptures on the same fault have occurred, only the date of the latest movement may be indicated, especially if earlier reports are not well documented as to location of ground breaks.
 - (b) fault creep slippage - slow ground displacement usually without accompanying earthquakes.
 - (c) displaced survey lines.
-  A triangle to the right or left of the date indicates termination point of observed surface displacement. Solid red triangle indicates known location of rupture termination point. Open black triangle indicates uncertain or estimated location of rupture termination point.
-  Date bracketed by triangles indicates local fault break.
-  No triangle by date indicates an intermediate point along fault break.
-  Fault that exhibits fault creep slippage. Hachures indicate linear extent of fault creep. Annotation (creep with leader) indicates representative locations where fault creep has been observed and recorded.
-  Square on fault indicates where fault creep slippage has occurred that has been triggered by an earthquake on some other fault. Date of causative earthquake indicated. Squares to right and left of date indicate terminal points between which triggered creep slippage has occurred (creep either continuous or intermittent between these end points).
-  Holocene fault displacement (during past 11,700 years) without historic record. Geomorphic evidence for Holocene faulting includes sag ponds, scarps showing little erosion, or the following features in Holocene age deposits: offset stream courses, linear scarps, shutter ridges, and triangular faceted spurs. Recency of faulting offshore is based on the interpreted age of the youngest strata displaced by faulting.
-  Late Quaternary fault displacement (during past 700,000 years). Geomorphic evidence similar to that described for Holocene faults except features are less distinct. Faulting may be younger, but lack of younger overlying deposits precludes more accurate age classification.
-  Quaternary fault (age undifferentiated). Most faults of this category show evidence of displacement sometime during the past 1.6 million years; possible exceptions are faults which displace rocks of undifferentiated Plio-Pleistocene age. Unnumbered Quaternary faults were based on Fault Map of California, 1975. See Bulletin 201, Appendix D for source data.
-  Pre-Quaternary fault (older than 1.6 million years) or fault without recognized Quaternary displacement. Some faults are shown in this category because the source of mapping used was of reconnaissance nature, or was not done with the object of dating fault displacements. Faults in this category are not necessarily inactive.

ADDITIONAL FAULT SYMBOLS

-  Bar and ball on downthrown side (relative or apparent).
-  Arrows along fault indicate relative or apparent direction of lateral movement.
-  Arrow on fault indicates direction of dip.
-  Low angle fault (barbs on upper plate). Fault surface generally dips less than 45° but locally may have been subsequently steepened. On offshore faults, barbs simply indicate a reverse fault regardless of steepness of dip.

OTHER SYMBOLS

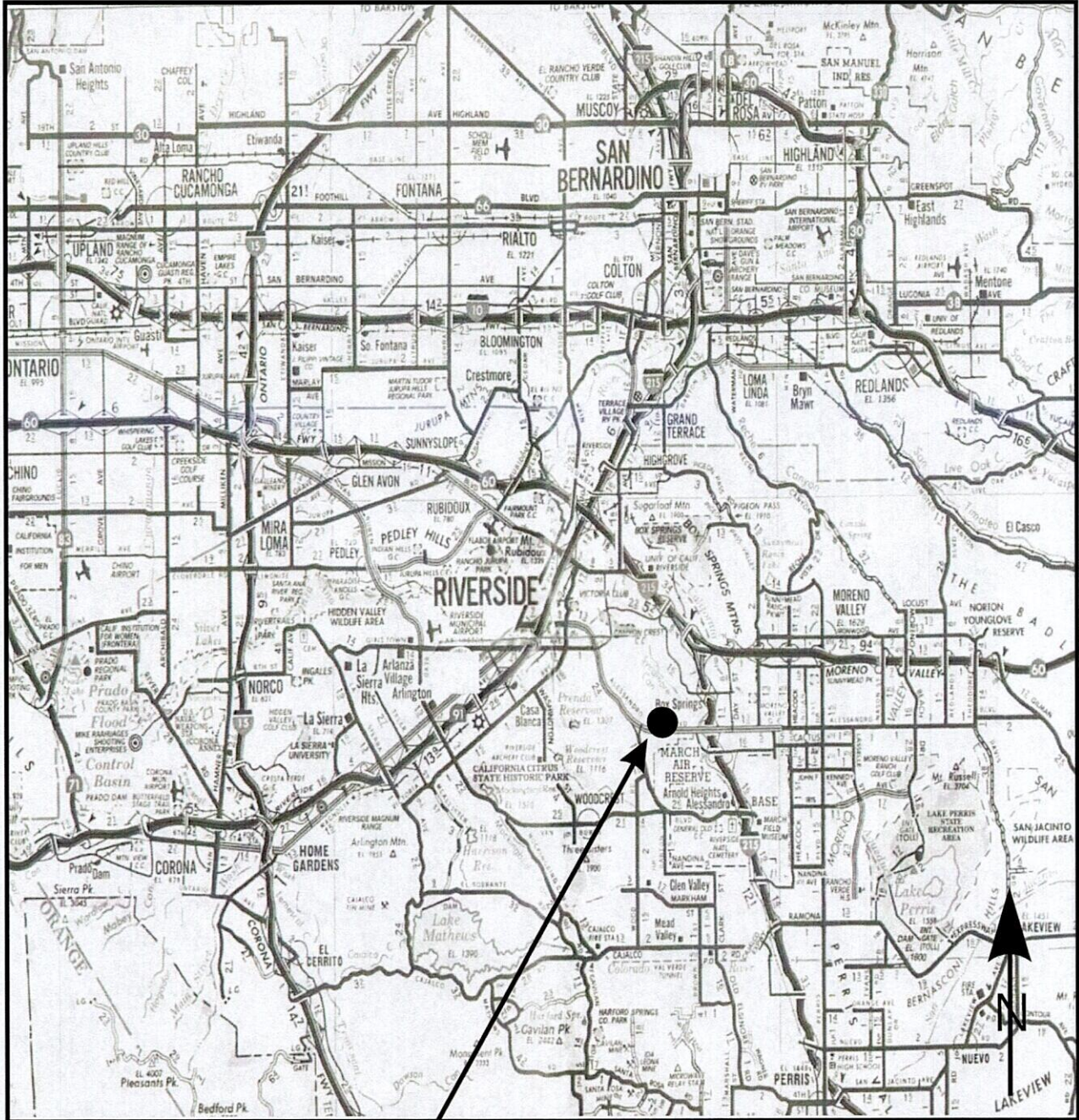
-  Numbers refer to annotations listed in the appendices of the accompanying report. Annotations include fault name, age of fault displacement, and pertinent references including Earthquake Fault Zone maps where a fault has been zoned by the Alquist-Priolo Earthquake Fault Zoning Act. This Act requires the State Geologist to delineate zones to encompass faults with Holocene displacement.
-  Structural discontinuity (offshore) separating differing Neogene structural domains. May indicate discontinuities between basement rocks.
-  Brawley Seismic Zone, a linear zone of seismicity locally up to 10 km wide associated with the releasing step between the Imperial and San Andreas faults.

Geologic Time Scale	Years Before Present (Approx.)	Fault Symbol	Recency of Movement	DESCRIPTION	
				ON LAND	OFFSHORE
Quaternary	200			Displacement during historic time (e.g. San Andreas fault 1906). Includes areas of known fault creep.	
	11,700			Displacement during Holocene time.	Fault offsets seabed sediments or strata of Holocene age.
	700,000			Faults showing evidence of displacement during late Quaternary time.	Fault cuts strata of Late Pleistocene age.
	1,600,000			Undivided Quaternary faults - most faults in this category show evidence of displacement during the last 1,600,000 years; possible exceptions are faults which displace rocks of undifferentiated Plio-Pleistocene age.	Fault cuts strata of Quaternary age.
Pre-Quaternary	4.5 billion (Age of Earth)			Faults without recognized Quaternary displacement or showing evidence of no displacement during Quaternary time. Not necessarily inactive.	Fault cuts strata of Pliocene or older age.

* Quaternary now recognized as extending to 2.6 Ma (Walker and Geissman, 2009). Quaternary faults in this map were established using the previous 1.6 Ma criterion.

APPENDIX A





Project Site

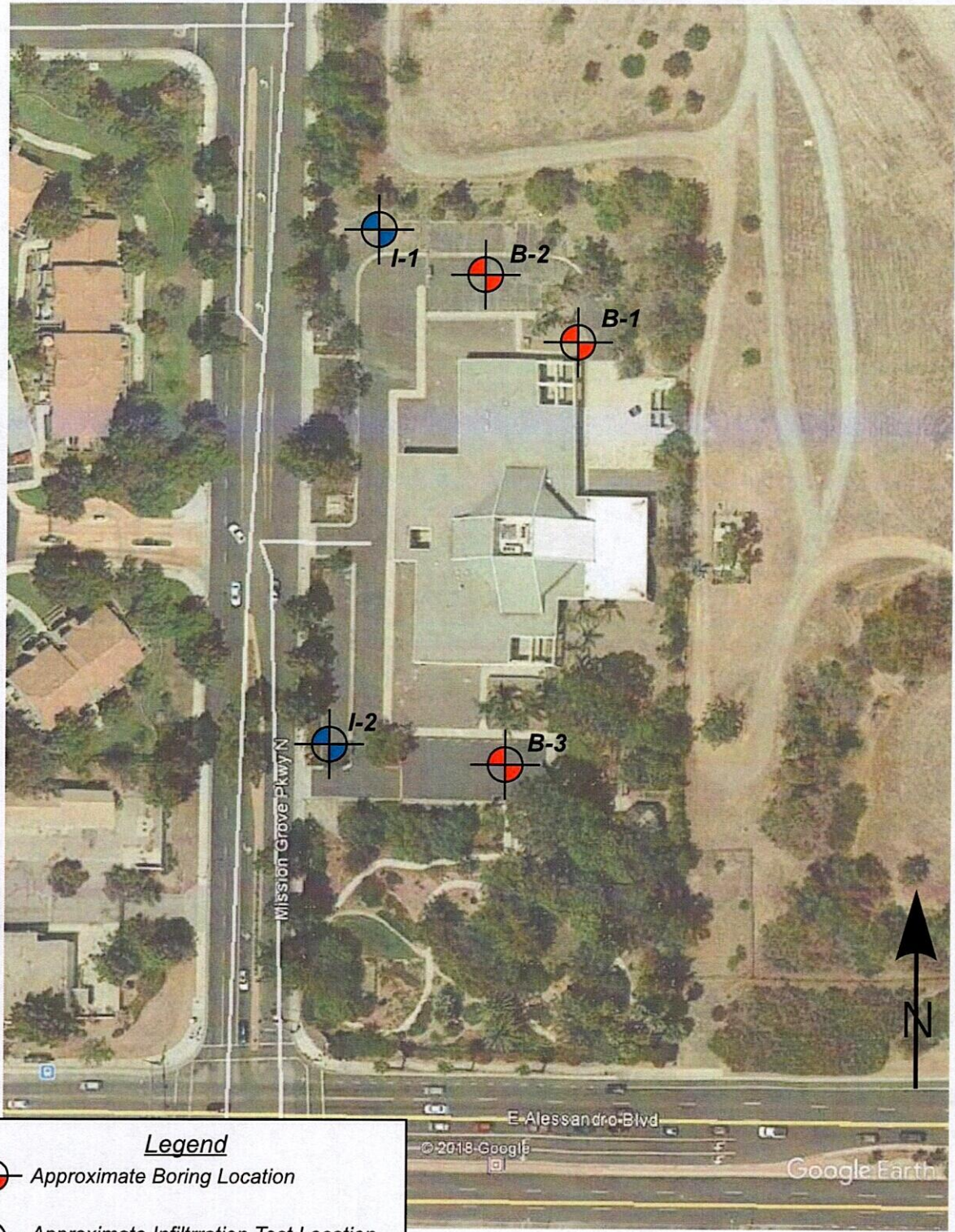
LANDMARK

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Vicinity Map

Plate
A-1



Legend

 *Approximate Boring Location*
 *Approximate Infiltration Test Location*

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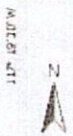
Project No.: LP18017

Site and Exploration Plan

Plate
A-2



Soil Map may not be valid at the scale.



Map Scale: 1:1,130 if printed on A portrait (8.5" x 11") sheet

0	15	30	60	90
0	50	100	200	300

Map projection: Web Mercator Corner coordinates: WGS84 Edge tic: UTM Zone 11N WGS84

USDA Natural Resources Conservation Service

Web Soil Survey National Cooperative Soil Survey

3/21/2019 Page 1 of 3





































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Project No.: LP19017

USDA Soil Conservation
Soil Service Map

Plate
A-3

MAP LEGEND

Area of Interest (AOI)		 Spoil Area	
 Area of Interest (AOI)		 Stony Spot	
Soils		 Very Stony Spot	
 Soil Map Unit Polygons		 Wet Spot	
 Soil Map Unit Lines		 Other	
 Soil Map Unit Points		 Special Line Features	
Special Point Features		Water Features	
 Blowout		 Streams and Canals	
 Borrow Pit		Transportation	
 Clay Spot		 Rails	
 Closed Depression		 Interstate Highways	
 Gravel Pit		 US Routes	
 Gravelly Spot		 Major Roads	
 Landfill		 Local Roads	
 Lava Flow		Background	
 Marsh or swamp		 Aerial Photography	
 Mine or Quarry			
 Miscellaneous Water			
 Perennial Water			
 Rock Outcrop			
 Saline Spot			
 Sandy Spot			
 Severely Eroded Spot			
 Sinkhole			
 Slide or Slip			
 Sodic Spot			

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:15,800.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL:
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Western Riverside Area, California
 Survey Area Data: Version 11, Sep 12, 2018

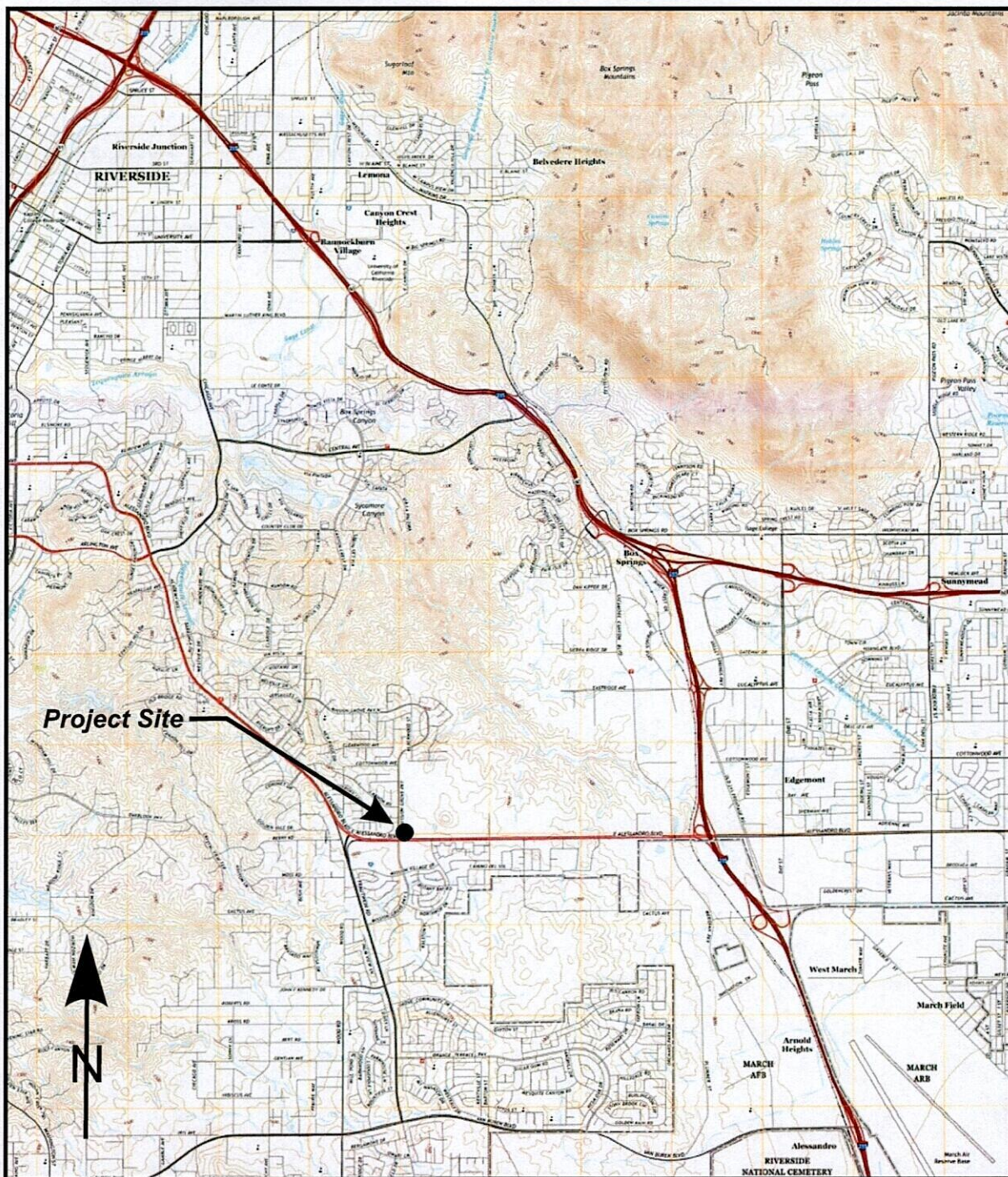
Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jan 14, 2015—Jan 21, 2015

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
FaD2	Fallbrook sandy loam, 8 to 15 percent slopes, eroded	1.6	33.7%
FbC2	Fallbrook sandy loam, shallow, 5 to 8 percent slopes, eroded	0.6	12.6%
FkD2	Fallbrook fine sandy loam, shallow, 8 to 15 percent slopes, eroded	0.6	12.7%
TeG	Terrace escarpments	1.9	41.0%
Totals for Area of Interest		4.7	100.0%



Riverside East Quadrangle
 California - Riverside Co.
 7.5 Minute Series

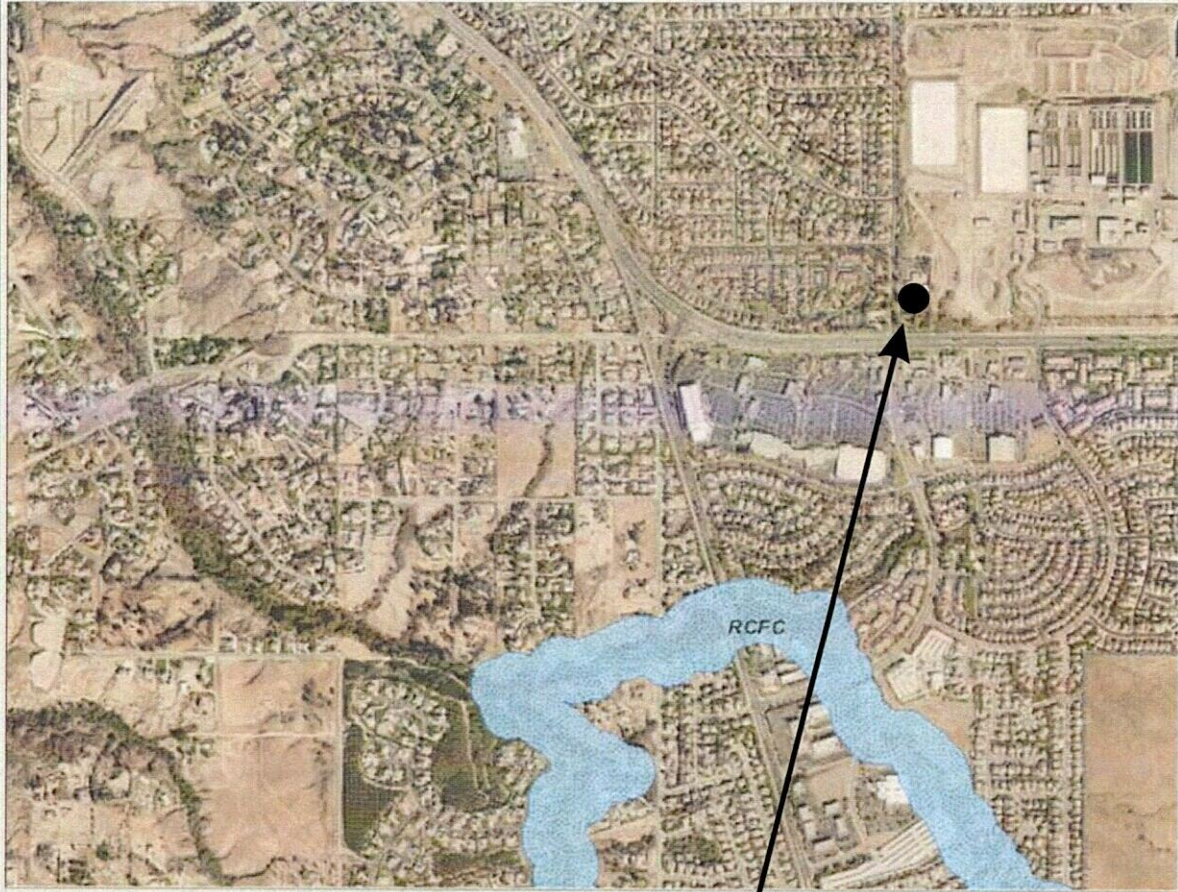
Site Coordinates
 Lat: 33.9176 N
 Long: 117.3241 W

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 Project No.: LP19017

USGS
 U.S. Department of the Interior
 U.S. Geological Survey
Topographic Map

**Plate
 A-4**

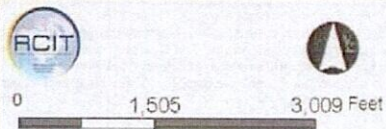
Flood Map



Legend
■ Flood

Project Site

Notes



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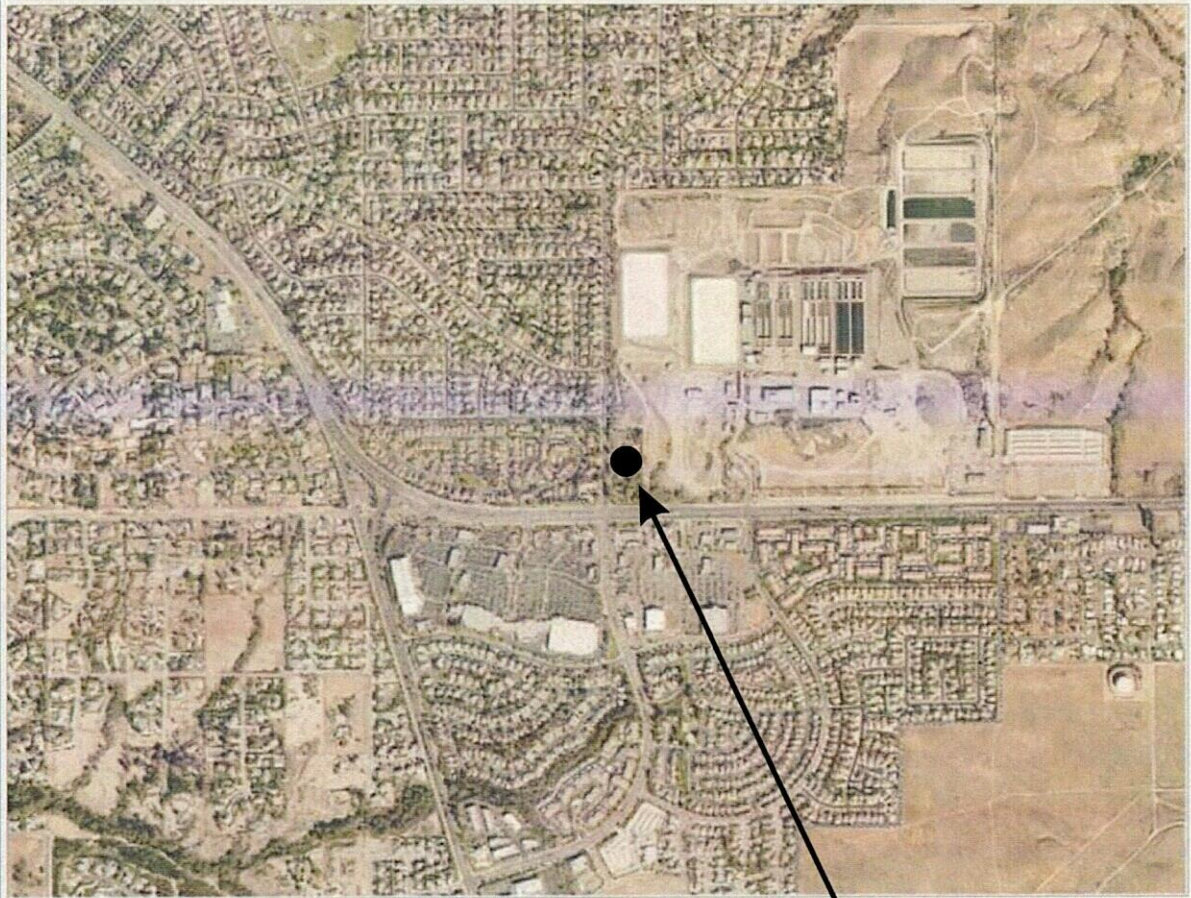
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Project No.: LP19017

Riverside County
Geographic Information System (GIS)
Flood Map

Plate
A-5

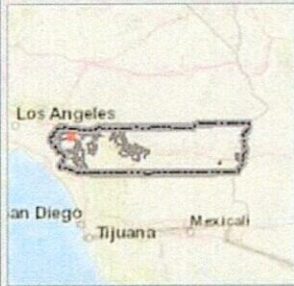
Fault Map



Project Site

Legend

- Faults**
 - OTHER AUTHORITY
 - ALQUIST-PRICLO
 - RIVERSIDE COUNTY
- Fault Zones**
 - OTHER FAULT ZONE
 - COUNTY FAULT ZONE
 - ELSINORE FAULT ZONE
 - SAN ANDREAS FAULT ZONE
 - SAN JACINTO FAULT ZONE



Notes



0 1,505 3,009 Feet

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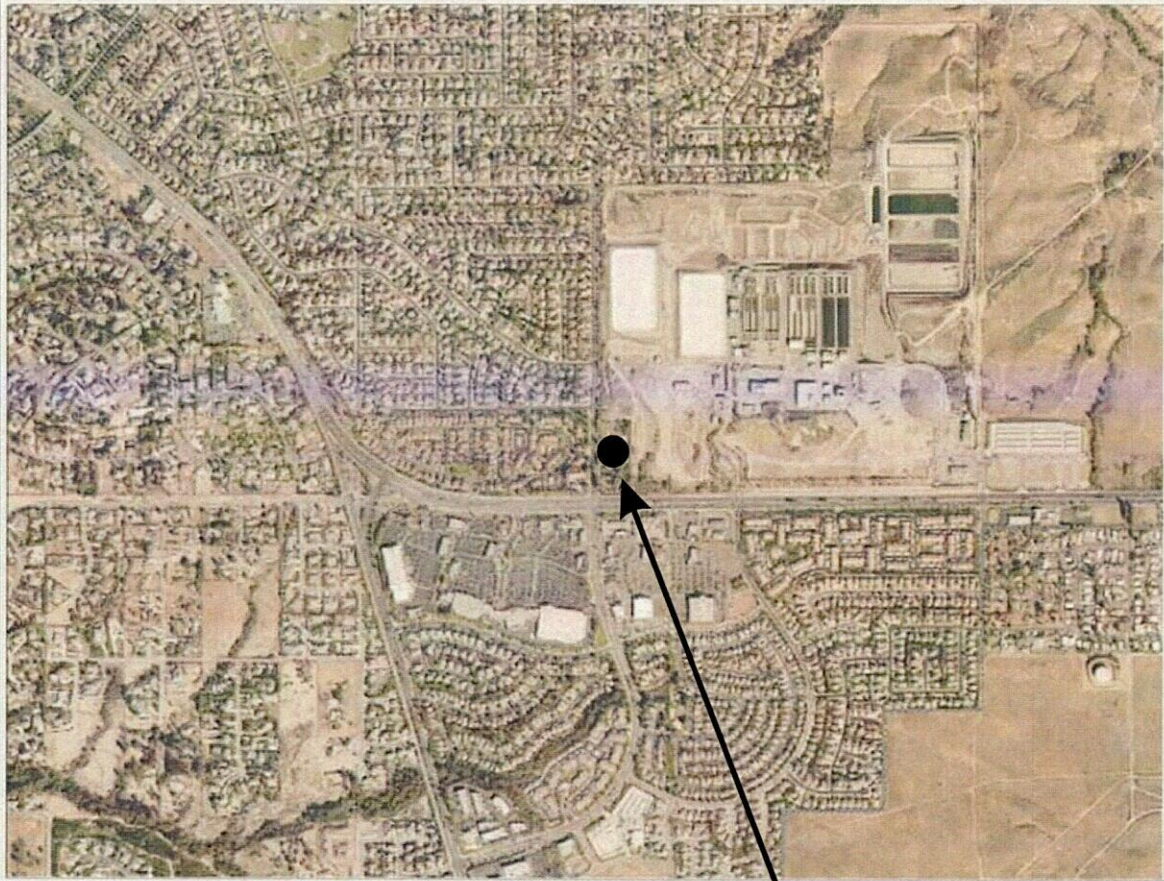
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Project No.: LP19017

Riverside County
Geographic Information System (GIS)
Fault Map

Plate
A-6

Liquefaction Map



- Legend**
- Liquefaction
- Other susceptibility
 - High
 - Low
 - Moderate
 - Very high
 - Very low

Project Site

Notes



0 1,505 3,009 Feet

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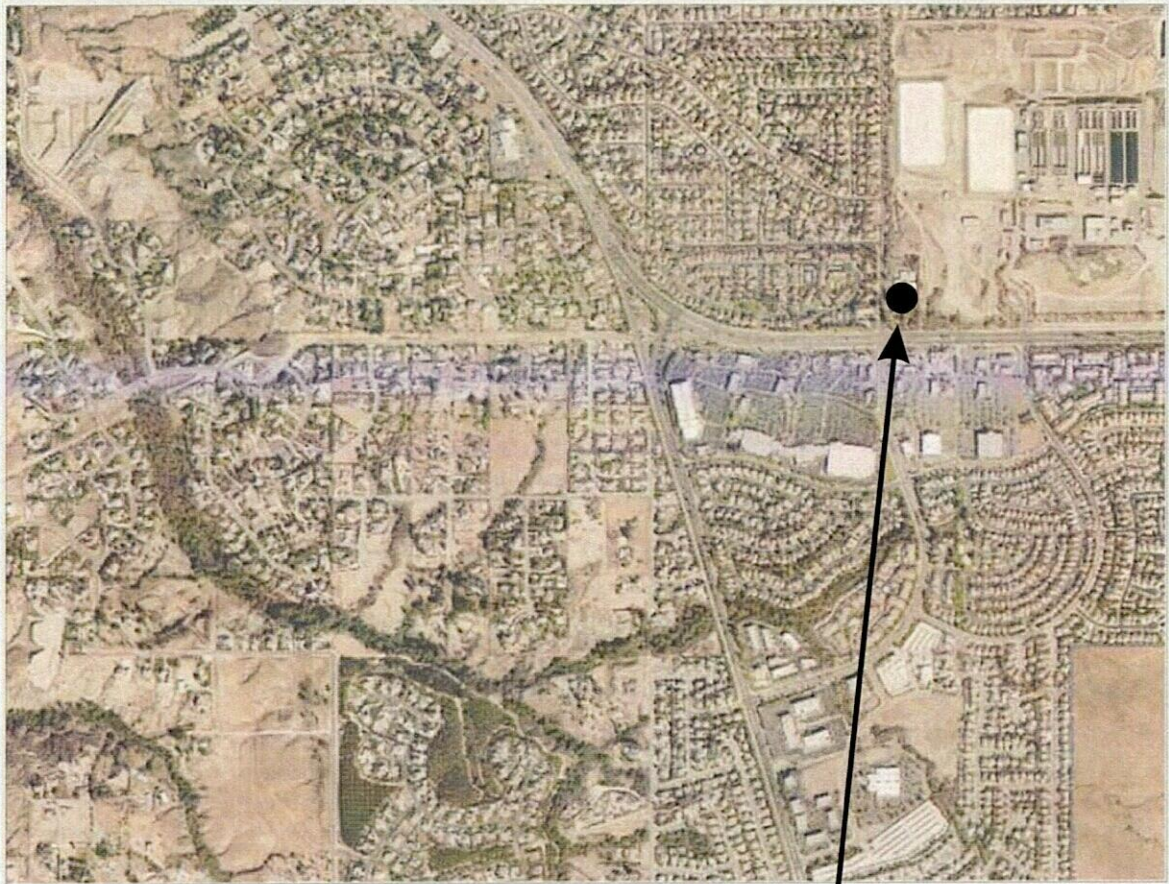
LANDMARK
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Project No.: LP19017

Riverside County
Geographic Information System (GIS)
Liquefaction Zones

Plate
A-7

Subsidence Map



- Legend**
- Subsidence
 - Other Susceptibility
 - Active
 - Susceptible

Project Site

Notes



0 1,505 3,009 Feet

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Project No.: LP19017

Riverside County
Geographic Information System (GIS)
Subsidence

Plate
A-8

APPENDIX B

DEPTH	FIELD				LOG OF BORING No. B-1 SHEET 1 OF 1	LABORATORY			
	SAMPLE	USCS CLASS.	BLOW COUNT	POCKET PEN. (tsf)		DESCRIPTION OF MATERIAL	DRY DENSITY (pcf)	MOISTURE CONTENT (% dry wt.)	OTHER TESTS
5			50/5"		SILTY SAND (SM): Lt. brown to gray brown, moist, very dense, medium to coarse grained, decomposed granite	128.7	5.7	Passing #200 = 26.2%	
10			50/5"					7.8	Passing #200 = 21.5%
15			50/3"					123.3	13.9
20			50/1"		SAND (SP-SM): Brown, saturated, very dense, coarse grained, decomposed granite		11.8	Passing #200 = 9.3%	
25									
30									
35									
40									
45									
50									
55									
60									

Total Depth = 21.5'
Groundwater encountered at 19.3 ft. at time of drilling
Backfilled with excavated soil

DATE DRILLED: 2/14/19	TOTAL DEPTH: 21.5 Feet	DEPTH TO WATER: 19.3 ft.
LOGGED BY: L. Jackson	TYPE OF BIT: Hollow Stem Auger	DIAMETER: 8 in.
SURFACE ELEVATION: Approximately 1615'	HAMMER WT.: 140 lbs.	DROP: 30 in.

PROJECT NO. LE19017	LANDMARK Geo-Engineers and Geologists	PLATE B-1
---------------------	-------------------------------------------------	-----------

DEPTH	FIELD				LOG OF BORING No. B-2 SHEET 1 OF 1	LABORATORY		
	SAMPLE	USCS CLASS.	BLOW COUNT	POCKET PEN. (tsf)		DESCRIPTION OF MATERIAL	DRY DENSITY (pcf)	MOISTURE CONTENT (% dry wt.)
5			50/6"		SAND (SP-SM): Brown, moist, very dense, coarse grained, some gravel	134.7	7.4	Passing #200 = 9.0%
10			50				5.3	
15			50/4"		SILTY SAND (SM): Brown, very moist, very dense, medium to coarse grained, decomposed granite	124.1	14.3	Passing #200 = 12.8%
20			50/6"		SAND (SP-SM): Brown, saturated, very dense, coarse grained, decomposed granite		16.3	Passing #200 = 8.6%
25			50/3"				17.2	
30			50/4"		SILTY SAND (SM): Reddish brown, saturated, very dense, coarse grained, decomposed granite		24.0	Passing #200 = 34.4%
35								
40								
45								
50								
55					Total Depth = 31.5' Groundwater encountered at 16 ft. at time of drilling Backfilled with excavated soil			
60								

DATE DRILLED: 2/14/19 TOTAL DEPTH: 31.5 Feet DEPTH TO WATER: 16 ft.
 LOGGED BY: L. Jackson TYPE OF BIT: Hollow Stem Auger DIAMETER: 8 in.
 SURFACE ELEVATION: Approximately 1615' HAMMER WT.: 140 lbs. DROP: 30 in.

PROJECT NO. LE19017



PLATE B-2

DEPTH	FIELD			LOG OF BORING No. B-3 SHEET 1 OF 1	LABORATORY			
	SAMPLE	USCS CLASS.	BLOW COUNT		POCKET PEN. (tsf)	DESCRIPTION OF MATERIAL	DRY DENSITY (pcf)	MOISTURE CONTENT (% dry wt.)
5			50/4"		SAND (SP): Dark brown, moist, very dense, coarse grained, some gravel	119.3	4.3	Passing #200 = 4.6%
10			50/3"		SAND (SP-SM): Dark brown, moist to saturated, very dense, coarse grained, decomposed granite		2.6	Passing #200 = 7.7%
15			50/3"			111.4	5.7	Passing #200 = 9.3% Passing #200 = 10.8%
20			50/4"				17.0	Passing #200 = 11.8%
25			50/2"			129.3	17.8	Passing #200 = 5.9%
30								
35								
40								
45								
50								
55								
60					Total Depth = 26.5' Groundwater encountered at 19.3 ft. at time of drilling Backfilled with excavated soil			

DATE DRILLED: 2/14/19 TOTAL DEPTH: 26.5 Feet DEPTH TO WATER: 19.3 ft.
 LOGGED BY: L. Jackson TYPE OF BIT: Hollow Stem Auger DIAMETER: 8 in.
 SURFACE ELEVATION: Approximately 1615' HAMMER WT.: 140 lbs. DROP: 30 in.

PROJECT NO. LE19017		PLATE B-3
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DEFINITION OF TERMS

	PRIMARY DIVISIONS	SYMBOLS		SECONDARY DIVISIONS	
Coarse grained soils More than half of material is larger than No. 200 sieve	Gravels	Clean gravels (less than 5% fines)		GW Well graded gravels, gravel-sand mixtures, little or no fines	
		More than half of coarse fraction is larger than No. 4 sieve	Gravel with fines		GP Poorly graded gravels, or gravel-sand mixtures, little or no fines
					GM Silty gravels, gravel-sand-silt mixtures, non-plastic fines
					GC Clayey gravels, gravel-sand-clay mixtures, plastic fines
	Sands	Clean sands (less than 5% fines)		SW Well graded sands, gravelly sands, little or no fines	
		More than half of coarse fraction is smaller than No. 4 sieve			SP Poorly graded sands or gravelly sands, little or no fines
			Sands with fines		SM Silty sands, sand-silt mixtures, non-plastic fines
					SC Clayey sands, sand-clay mixtures, plastic fines
Fine grained soils More than half of material is smaller than No. 200 sieve	Silts and clays			ML Inorganic silts, clayey silts with slight plasticity	
	Liquid limit is less than 50%			CL Inorganic clays of low to medium plasticity, gravelly, sandy, or lean clays	
				OL Organic silts and organic clays of low plasticity	
	Silts and clays			MH Inorganic silts, micaceous or diatomaceous silty soils, elastic silts	
	Liquid limit is more than 50%			CH Inorganic clays of high plasticity, fat clays	
				OH Organic clays of medium to high plasticity, organic silts	
Highly organic soils			PT Peat and other highly organic soils		

GRAIN SIZES

Silts and Clays	Sand			Gravel		Cobbles	Boulders
	Fine	Medium	Coarse	Fine	Coarse		
	200	40	10	4	3/4"	3"	12"
	US Standard Series Sieve			Clear Square Openings			

Sands, Gravels, etc.	Blows/ft. *
Very Loose	0-4
Loose	4-10
Medium Dense	10-30
Dense	30-50
Very Dense	Over 50

Clays & Plastic Silts	Strength **	Blows/ft. *
Very Soft	0-0.25	0-2
Soft	0.25-0.5	2-4
Firm	0.5-1.0	4-8
Stiff	1.0-2.0	8-16
Very Stiff	2.0-4.0	16-32
Hard	Over 4.0	Over 32

* Number of blows of 140 lb. hammer falling 30 inches to drive a 2 inch O.D. (1 3/8 in. I.D.) split spoon (ASTM D1586).

** Unconfined compressive strength in tons/s.f. as determined by laboratory testing or approximated by the Standard Penetration Test (ASTM D1586), Pocket Penetrometer, Torvane, or visual observation.

Type of Samples:

Ring Sample
 Standard Penetration Test
 Shelby Tube
 Bulk (Bag) Sample

Drilling Notes:

1. Sampling and Blow Counts
 - Ring Sampler - Number of blows per foot of a 140 lb. hammer falling 30 inches.
 - Standard Penetration Test - Number of blows per foot.
 - Shelby Tube - Three (3) inch nominal diameter tube hydraulically pushed.
2. P. P. = Pocket Penetrometer (tons/s.f.).
3. NR = No recovery.
4. GWT = Ground Water Table observed @ specified time.

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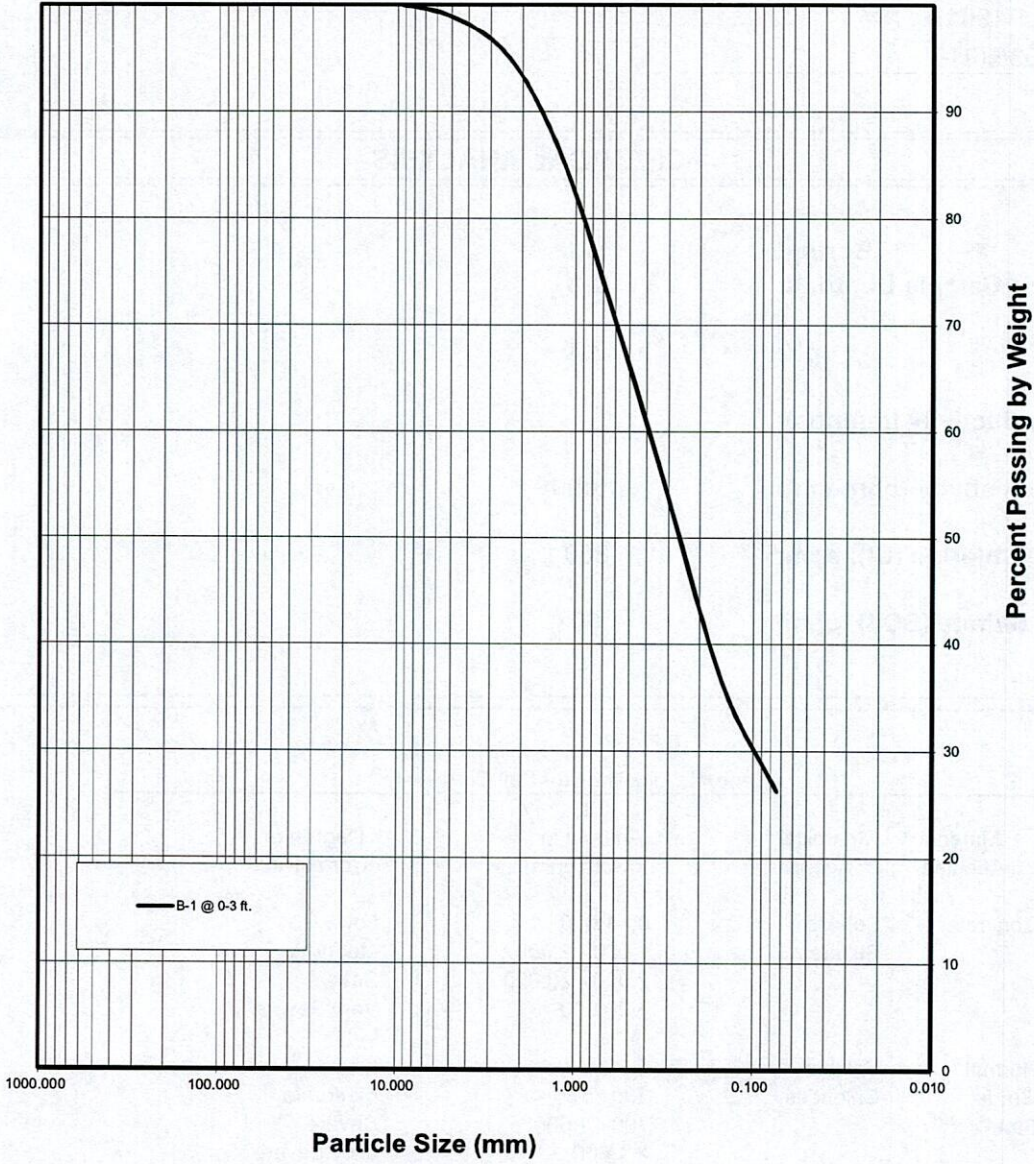
Project No. LP19017

Key to Logs

Plate
B-4

APPENDIX C

SIEVE ANALYSIS						
Cobbles and Boulders	Gravel		Sand			Silt and Clay
	Coarse	Fine	Coarse	Medium	Fine	



LANDMARK
 Geo-Engineers and Geologists
 Project No.: LP19017

Grain Size Analysis

Plate
 C-1

LANDMARK CONSULTANTS, INC.

CLIENT: County of Riverside EDA
PROJECT: West County EOC - Riverside, CA
JOB No.: LP19017
DATE: 03/06/19

CHEMICAL ANALYSIS

		Caltrans Method
Boring:	B-1	
Sample Depth, ft:	0-3	
pH:	7.4	643
Electrical Conductivity (mmhos):	--	424
Resistivity (ohm-cm):	1,000	643
Chloride (Cl), ppm:	350	422
Sulfate (SO4), ppm:	60	417

General Guidelines for Soil Corrosivity

Material Affected	Chemical Agent	Amount in Soil (ppm)	Degree of Corrosivity
Concrete	Soluble Sulfates	0 - 1,000	Low
		1,000 - 2,000	Moderate
		2,000 - 20,000	Severe
		> 20,000	Very Severe
Normal Grade Steel	Soluble Chlorides	0 - 200	Low
		200 - 700	Moderate
		700 - 1,500	Severe
		> 1,500	Very Severe
Normal Grade Steel	Resistivity	1 - 1,000	Very Severe
		1,000 - 2,000	Severe
		2,000 - 10,000	Moderate
		> 10,000	Low



Project No.: LP19017

Selected Chemical Test Results

Plate C-2

Client: Riverside County EDA

Project: West County EOC - Riverside, CA

Project No.: LP19017

Date: 2/16/2019

Lab. No.: N/A

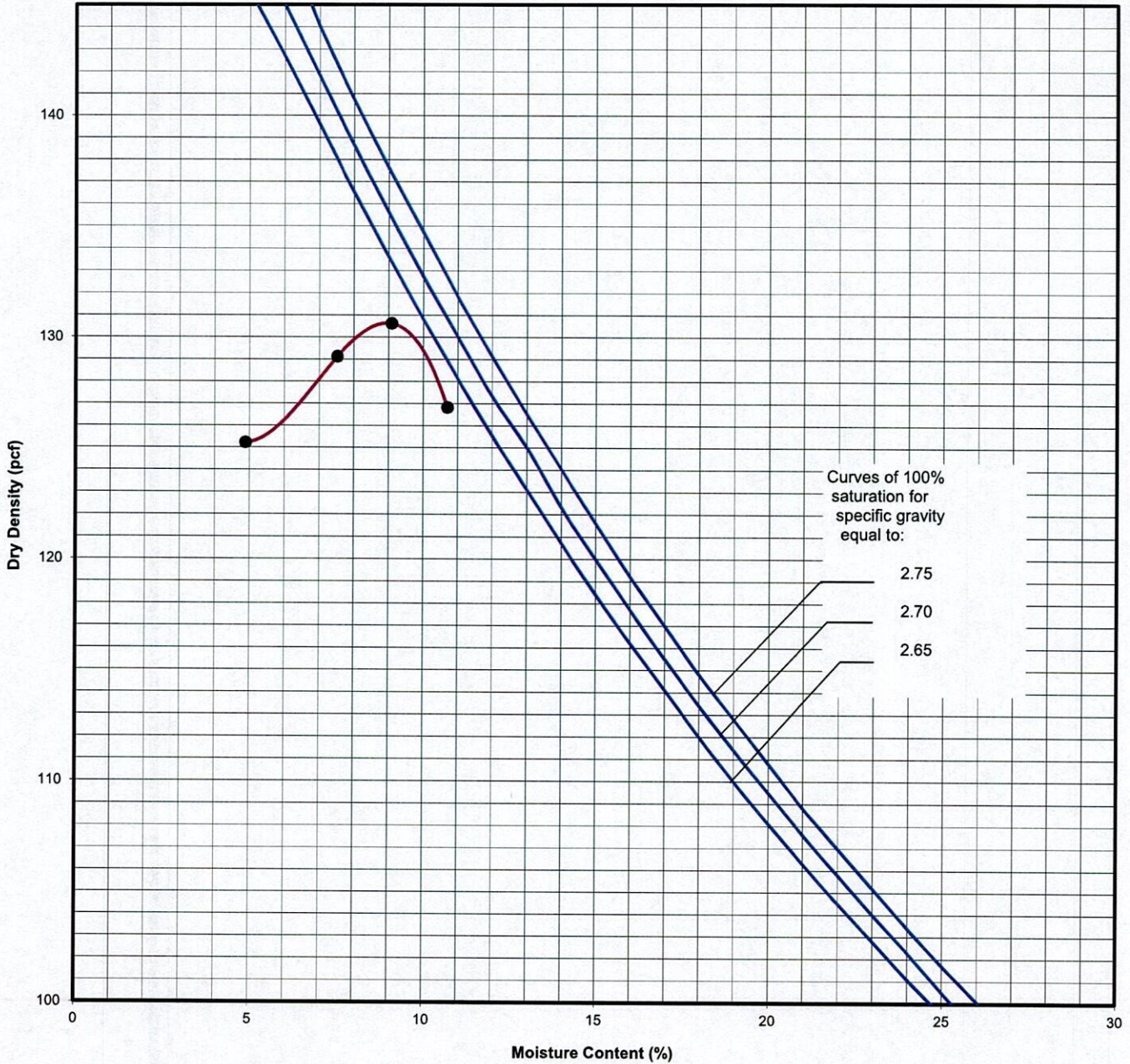
Soil Description: Grey Silty Sand (SM)

Sample Location: B-1 @ 0-3 ft.

Test Method: ASTM D-1157 A

Maximum Dry Density (pcf): 130.6

Optimum Moisture Content (%): 9.0



LANDMARK
Geo-Engineers and Geologists

Project No.: LP19017

Moisture Density Relationship

Plate
C-3

APPENDIX D

APPENDIX E

LANDMARK CONSULTANTS, INC

Project:	West County EOC	Project No:	LP19017	Date:	2/22/19
Test Hole No:	I-1	Tested By:	Lee Jackson		
Depth of Test Hole, D_T :	10'	USCS Soil Classification:			
Test Hole Dimensions (inches)				Length	Width
Diameter (if round)=	6"	Sides (if rectangular)=			

Sandy Soil Criteria Test*

Trial No.	Start Time	Stop Time	Time Interval, (min.)	Initial Depth to Water (in.)	Final Depth to Water (in.)	Change in Water Level (in.)	Greater than or Equal to 6"?
1	8:50	9:15	25.00	50.00	76.00	26.00	y
2	9:15	9:40	25.00	38.00	63.00	25.00	y

*If two consecutive measurements show that six inches of water seeps away in less than 25 minutes, the test shall be run for an additional hour with measurements taken every 10 minutes. Other wise, pre-soak (fill) overnight. Obtain at least twelve measurements per hole over at least six hours (approximately 30 minute intervals) with a precision of at least 0.25".

Trial No.	Start Time	Stop Time	Δt Time Interval (min.)	D_o Initial Depth to Water (in.)	D_f Final Depth to Water (in.)	ΔD Change in Water Level (in.)	Percolation Rate (min./in.)
1	9:42	9:52	10.00	57.00	69.00	12.00	0.83
2	9:52	10:02	10.00	69.00	79.00	10.00	1.00
3	10:02	10:12	10.00	79.00	89.00	10.00	1.00
4	10:12	10:22	10.00	89.00	98.00	9.00	1.11
5	10:22	10:32	10.00	77.00	85.00	8.00	1.25
6	10:32	10:42	10.00	85.00	92.00	7.00	1.43
7							
8							
9							
10							
11							
12							

COMMENTS:



Project No.: LP19017

Percolation Test Results

Plate
E-1

PERCOLATION RATE CONVERSION

CLIENT: Riverside County EDA
PROJECT: West County EOC
PROJECT NO.: LP19017
DATE: 2/25/2019

TEST HOLE NO: I-1

Time interval, $\Delta t = 10$ minutes Initial Depth to Water, $D_0 = 85$ inches
Final Depth to Water, $D_f = 92$ inches Total Depth of Test Hole, $D_T = 120$ inches
²Test Hole Radius, $r = 3$ inches

The conversion equation is used:

$$I_t = \frac{\Delta H \ 60 \ r}{\Delta t (r + 2H_{avg})}$$

" H_0 " is the initial height of water at the selected time interval

$$H_0 = D_T - D_0 = 120 - 85 = 35 \text{ inches}$$

" H_f " is the final height of water at the selected time interval

$$H_f = D_T - D_f = 120 - 92 = 28 \text{ inches}$$

" ΔH " is the change in height over the time interval

$$\Delta H = \Delta D = H_0 - H_f = 35 - 28 = 7 \text{ inches}$$

" H_{avg} " is the average head height over the time interval

$$H_{avg} = (H_0 + H_f) / 2 = (35 + 28) / 2 = 31.5 \text{ inches}$$

" I_t " is the tested infiltration rate

$$I_t = \frac{\Delta H \ 60 \ r}{\Delta t (r + 2H_{avg})} = \frac{(7 \text{ in})(60 \text{ min/hr})(3 \text{ in})}{(10 \text{ min})((3 \text{ in}) + 2(31.5 \text{ in}))} = 1.91 \text{ in/hr}$$

LANDMARK

Geo-Engineers and Geologists

Project No.: LP19017

Percolation Rate Conversion

Plate
E-1A

LANDMARK CONSULTANTS, INC

Project:	West County EOC	Project No:	LP19017	Date:	2/22/19
Test Hole No:	I-2	Tested By:	Lee Jackson		
Depth of Test Hole, D_1 :	5'	USCS Soil Classification:			
Test Hole Dimensions (inches)				Length	Width
Diameter (if round)=	6"	Sides (if rectangular)=			

Sandy Soil Criteria Test*

Trial No.	Start Time	Stop Time	Time Interval, (min.)	Initial Depth to Water (in.)	Final Depth to Water (in.)	Change in Water Level (in.)	Greater than or Equal to 6"?(y/n)
1	8:51	9:16	25.00	20.00	26.00	6.00	y
2	9:16	9:41	25.00	24.00	29.00	5.00	n

*If two consecutive measurements show that six inches of water seeps away in less than 25 minutes, the test shall be run for an additional hour with measurements taken every 10 minutes. Other wise, pre-soak (fill) overnight. Obtain at least twelve measurements per hole over at least six hours (approximately 30 minute intervals) with a precision of at least 0.25".

Trial No.	Start Time	Stop Time	Δt Time Interval (min.)	D_o Initial Depth to Water (in.)	D_f Final Depth to Water (in.)	ΔD Change in Water Level (in.)	Percolation Rate (min./in.)
1	9:43	10:13	30.00	18.00	23.00	5.00	2.00
2	10:13	10:43	30.00	23.00	27.00	4.00	2.50
3	10:43	11:13	30.00	27.00	32.00	5.00	2.00
4	11:13	11:43	30.00	19.00	24.00	5.00	2.00
5	11:43	12:13	30.00	24.00	28.00	4.00	2.50
6	12:13	12:43	30.00	28.00	32.00	4.00	2.50
7							
8							
9							
10							
11							
12							

COMMENTS:



Project No.: LP19017

Percolation Test Results

Plate
E-2

PERCOLATION RATE CONVERSION

CLIENT: Riverside County EDA
PROJECT: West County EOC
PROJECT NO.: LP19017
DATE: 2/25/2019

TEST HOLE NO: 1-2

Time interval, $\Delta t = 30$ minutes Initial Depth to Water, $D_0 = 28$ inches
Final Depth to Water, $D_f = 32$ inches Total Depth of Test Hole, $D_T = 60$ inches
*Test Hole Radius, $r = 3$ inches

The conversion equation is used:

$$I_t = \frac{\Delta H 60 r}{\Delta t (r + 2H_{avg})}$$

" H_0 " is the initial height of water at the selected time interval

$$H_0 = D_T - D_0 = 60 - 28 = 32 \text{ inches}$$

" H_f " is the final height of water at the selected time interval

$$H_f = D_T - D_f = 60 - 32 = 28 \text{ inches}$$

" ΔH " is the change in height over the time interval

$$\Delta H = \Delta D = H_0 - H_f = 32 - 28 = 4 \text{ inches}$$

" H_{avg} " is the average head height over the time interval

$$H_{avg} = (H_0 + H_f) / 2 = (32 + 28) / 2 = 30 \text{ inches}$$

" I_t " is the tested infiltration rate

$$I_t = \frac{\Delta H 60 r}{\Delta t (r + 2H_{avg})} = \frac{(4 \text{ in})(60 \text{ min/hr})(3 \text{ in})}{(30 \text{ min})((3 \text{ in}) + 2(30 \text{ in}))} = 0.38 \text{ in/hr}$$

LANDMARK

Geo-Engineers and Geologists

Project No.: LP19017

Percolation Rate Conversion

Plate
E-2A

APPENDIX F

REFERENCES

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EXHIBIT O
FEDERAL PROVISIONS

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

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

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

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

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

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

EXHIBIT O
FEDERAL PROVISIONS

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

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

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

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

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

4.1 CLEAN AIR ACT.

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

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

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

4-2. FEDERAL WATER POLLUTION CONTROL ACT

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

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

EXHIBIT O
FEDERAL PROVISIONS

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

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

4-3. DEBARMENT AND SUSPENSION CLAUSE

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

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

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

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

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

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

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

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

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

EXHIBIT O
FEDERAL PROVISIONS

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

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

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

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

CONTRACTOR

By _____
Date _____

4-5. PROCUREMENT OF RECOVERED MATERIALS

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

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

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

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

EXHIBIT O
FEDERAL PROVISIONS

4-6. ACCESS TO RECORDS

The following access to records requirements apply to this Agreement:

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

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

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

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

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

4-9. NO OBLIGATION BY FEDERAL GOVERNMENT

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

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

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

EXHIBIT O
FEDERAL PROVISIONS

4. 11 FEDERAL PREVAILING WAGE

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

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

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

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

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

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

EXHIBIT O
FEDERAL PROVISIONS

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

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