



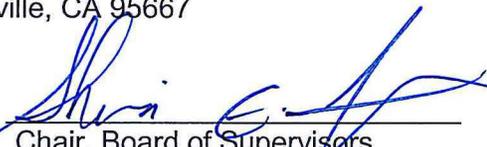
DESIGN BUILD AGREEMENT

Agreement #284-C1899

Between County and Design Builder

THIS AGREEMENT ("Agreement") is made as of the latest date indicated below, between County of El Dorado ("County") located at 330 Fair Lane, Placerville, CA 95667 and Clark & Sullivan Construction and Broward Builders Inc., a joint venture ("Design Builder"), with a principal place of business located at 2024 Opportunity Drive, Suite 150, Roseville, CA 95678 for programming, design, construction, and commissioning ("Work") of the El Dorado Public Safety Facility ("Project") in accordance with the Contract Documents.

By executing this Agreement, each of the Signatories represents that he or she has the authority to bind the Party on whose behalf his or her execution is made.

<p>County: County of El Dorado 330 Fair Lane Placerville, CA 95667</p> <p>By:  Name: Chair, Board of Supervisors</p> <p>Date: <u>11-14-17</u></p> <p>County Contact: Procurement & Contracts Terri Knowlton, Purchasing Agent</p> <p>Telephone No. 530-621-5830</p> <p>Facsimile No. 530-295-2537</p> <p>Email. terri.knowlton@edcgov.us</p>	<p>Design Builder: Clark & Sullivan Construction and Broward Builders Inc., a Joint Venture 2024 Opportunity Drive, Suite 150 Roseville, CA 95678</p> <p>CLARK & SULLIVAN CONSTRUCTION</p> <p>By:  Name: Theodore Foor, President</p> <p>Date: <u>11/13/17</u></p> <p>BROWARD BUILDERS, INC.</p> <p>By:  Name: Dennis W. Broward, President</p> <p>Date: <u>11-13-17</u></p> <p>Telephone No: 916-960-5575</p> <p>Facsimile No. 888-510-3055</p> <p>Email. ted@clarksullivan.com</p> <p>CA License No.: 800063</p>
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THE PARTIES AGREE TO THE FOLLOWING TERMS AND CONDITIONS.



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**ATTACHMENT TO AGREEMENT
BETWEEN OWNER AND DESIGN-BUILDER**

This attachment is to the Agreement made and entered into on _____, by and between the COUNTY OF EL DORADO, hereinafter "Owner", and CLARK & SULLIVAN CONSTRUCTION AND BROWARD BUILDERS INC., A JOINT VENTURE, hereinafter called "Design-Builder." This Contract is for that work described in the contract documents entitled DESIGN BUILD AGREEMENT #284-C1899.

This contract shall not be effective unless and until approved by a delegated representative of USDA Rural Development.

CONSTRUCTION LENDERS

USDA Rural Development
430 G Street
Davis, CA 95616

As lender and/or grantor of funds to defray the costs of this contract and without liability for any payments thereunder, USDA Rural Development hereby approves this Agreement.

U.S. Department of Agriculture

RURAL DEVELOPMENT:

BY: _____

TITLE: _____

DATE: _____



KEY BUSINESS TERMS SHEET

Compensation	
Guaranteed Maximum Price (GMP)	\$48,970,368
Design and Construction Contingency	\$3,008,481
Design Builder's Overhead (home office)	\$1,149,670 NTE
Lump Sum Fee (profit)	\$734,556
Best Value Recommendations	
Incorporated in GMP	N/A
Mark-Up on Change Orders:	
Design Builder's Overhead Adjustment	2.5% of Direct Costs
Design Builder's Fee Adjustment	1.5% of Cost of the Work
General Requirements (% for changes that do not include delay)	2.0%
Average Daily Rate (GCs and GRs cost / work day for delay only)	\$4,430
Payment and Performance Bond Mark-Up	\$274,560
Subcontractors' Adjustment	Cannot exceed 15% overhead & profit for self-performed Construction Work plus 5% for tier-subcontracted portions of Construction Work
Schedule:	
Adverse Weather Days	27 work days per calendar year
Substantial Completion for Public Safety and Evidence Building	June 28, 2019
Substantial Completion Date for entire Project	October 31, 2019
Final Completion Date	November 27, 2019
Liquidated Damages:	
Public Safety and Evidence Buildings	
0-30 days past June 30, 2019	\$1,000/calendar day
31-60 days past June 30, 2019	\$2,500/calendar day
61 days and beyond June 30, 2019	\$5,000/calendar day
Entire Project	
0-15 days past Substantial Completion Date	\$0/calendar day
16-60 days past Substantial Completion Date	\$1,500/calendar day
61 days past Substantial Completion Date and beyond	\$5,000/calendar day
Interest per Section 18.12 of Agreement	Per Public Contract Code section 20104.5



County's Signatory for Agreement	Chair, Board of Supervisors
County's Signatory for Amendments	Terri Knowlton, Purchasing Agent terri.knowlton@edcgov.us 530-621-5571
County's Signatory for Change Orders	Terri Knowlton, Purchasing Agent terri.knowlton@edcgov.us or Russ Fackrell, Facilities Manager 530-621-7596 russell.fackrell@edcgov.us
County Representative	Russell Fackrell, Facilities Manager/ Contract Administrator 530-621-7596 russell.fackrell@edcgov.us
County's Project Manager	Bob Christenson 916-416-7271 bob.christenson@edcgov.us
County's Construction Manager	Jim Aboytes Vanir Construction Management, Inc. 916-575-8888 jim.aboytes@vanir.com
Design Builder's Representative	Ted Foor Clark & Sullivan Construction and Broward Builders Inc. 916-960-5575 916-240-0124
Design Builder's Superintendent	Butch Powell Clark & Sullivan Construction and Broward Builders Inc. butch@clarksullivan.com 916-960-5575 916-417-0569
Other Signatories and Personnel	See, Project Roster (Tab 1, Project Manual)
Lender for Project	USDA Doug Colucci PO Box 1656 Woodbridge, CA 95258 916-714-1104 Doug.Colucci@ca.usda.gov



TABLE OF EXHIBITS

Exhibit 1	Definitions	Attached
Exhibit 2	Supplemental Conditions	Attached
Exhibit 3	Agreed Program	
Exhibit 3A	Criteria Documents	On File*
Exhibit 3B	Design Documents	On File*
Exhibit 3C	Construction Documents	By Amendment
Exhibit 3D	Applicable Building Codes	Attached
Exhibit 3E	Other Project Documents	Attached
Exhibit 4	Compensation	
Exhibit 4A	GMP Breakdown, Qualifications & Assumptions	Attached
Exhibit 4B	Billable Rates and Key Personnel	Attached
Exhibit 4C	Resource Loaded Work Plan	Attached
Exhibit 4D	General Requirements Spreadsheet	Attached
Exhibit 4E	Contractor Owned Equipment Rates	Attached
Exhibit 4F	Schedule of Values	By Amendment (Prior to Start of Construction)
Exhibit 5	Project Execution	
Exhibit 5A	Baseline Schedule	Attached
Exhibit 5B	Design Build Team	Attached
Exhibit 6	Insurance and Bonding	
Exhibit 6A	Design Builder's Insurance Requirements	Attached
Exhibit 6B	Bid Bond	Attached
Exhibit 6C	Payment and Performance Bond	Attached
Exhibit 6D	County's Insurance Requirements	Attached
Exhibit 6E	Non-Collusion Affidavit	Attached
Exhibit 7	County Provided Information	
Exhibit 7A	Site Description	Attached
Exhibit 7B	Separate Consultants and Separate Contractors	Attached
Exhibit 7C	Conflict of Interest Policy and Questionnaire	Attached
Exhibit 8	USDA Requirements	
Exhibit 8A	USDA Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions	Attached
Exhibit 8B	USDA Form RD 400-6 Compliance Statement	Attached
Exhibit 8C	USDA RD Instruction 1940- Q, Certification for Contracts, Grants, and Loans	Attached

*On file in the Procurement & Contracts Office located at 330 Fair Lane, Placerville, California (530) 621-5830.

NOTE: The Criteria Documents and certain County provided information were provided electronically on a County FTP site. Upon execution of this Agreement, Design Builder will load the documents onto a password-protected FTP site it manages and provide access to the Project Team. All Exhibits set forth below are incorporated into the Agreement whether attached or included on the FTP sites.



PROJECT MANUAL

The following forms and information will be included in the Project Manual and posted to the Project's FTP site. Certain forms will be developed by the Project Team Members after execution of the Agreement. Design Builder in conjunction with the Construction Manager will be responsible for developing most of the forms and information set forth in Tabs 2-6 for approval by the County and Project Manager. Upon approval, those programs and plans will be included in the Project Manual. Design Builder and its Consultants, Subcontractors, suppliers, and equipment vendors will adhere to the Project protocol and procedures while performing their respective portions of the Work. The most current approved Project Manual is incorporated into this Agreement by reference as though set forth in full. The Design Builder will create and maintain the Project FTP site, and provide access to the Project Team.

Tab 1	Project Roster
Tab 2	Project Forms
2A	Payment Application Form
2B	California Lien Waivers and Releases
2C	Consent of Surety
2D	Request for Information Form
2E	Submittal Form
2F	Daily Construction Report Form
2G	Field Work Order Form
2H	Change Order Forms
2I	Certificate of Substantial Completion
2J	Warranty Forms
Tab 3	Design Builder's Site Specific Safety Program
Tab 4	Traffic Control Plan
Tab 5	Quality Control Plan
Tab 6	BIM Execution Plan
Tab 7	LEAN Program
Tab 8	Environmental Control Plan
Tab 9	Stormwater Control Plan
Tab 10	Community Construction Outreach Program
Tab 11	Site Logistics Plan



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1. GENERAL

1.1 Defined Terms. Defined terms and titles of Exhibits are capitalized throughout the Agreement and the Exhibits. The definitions for this Agreement are set forth in alphabetical order in Exhibit 1. The County and Design Builder will be individually referred to as a Party and may be collectively referred to as the Parties.

1.2 Project Description. The Public Safety Facility ("Project") is situated on 30.71 acres located on Industrial Drive in Diamond Springs. The proposed Project includes 5 new buildings totaling approximately 99,000 square feet that will serve as the administrative and operational headquarters for the County of El Dorado Sheriff's Office. The new buildings will be situated on approximately 12 of the 30.71 acre lot and include a Public Safety Building, Morgue, Evidence Building, Shooting Range and Armory, and Special Operations and Training Building. Adjacent to the Project is a proposed seven (7) acre solar project that will require coordination with the Project for frontage improvements and earthwork operations related to the solar farm.

2. PROJECT TEAM AND RELATIONSHIP OF THE PARTIES

2.1 Project Team. The Project Team includes the County, its Project Manager, Construction Manager, and Separate Contractors and Separate Consultants, the Design Build Team Members set forth in Exhibit 5B, and each of their respective Subcontractors and Consultants, inclusive of tiers

2.1.1 County. The County is the owner of the Project. The County Representative is identified in the Key Business Terms Sheet and the Project Roster (Project Manual, Tab 1). The County's Separate Contractors and Separate Consultants are identified in Exhibit 7B. The County's role and responsibilities are described in Article 4.

2.1.2 Project Manager's Representative. The Project Manager's Representative is identified in the Key Business Terms Sheet and the Project Roster (Project Manual, Tab 1). The County's Project Manager will work closely with the County and provide advice regarding overall project administration and disputes.

2.1.3 Criteria Architect. The Criteria Architect is Architectural Nexus. The Criteria Architect will provide peer review at relevant stages of the design process upon request of the County and will participate in Project commissioning to ensure that the systems are performing in accordance to the Specification.

2.1.4 Construction Manager's Representative. The Construction Manager's Representative is identified in the Key Business Terms Sheet and the Project Roster (Project Manual, Tab 1). The Construction Manager's is generally responsible for overall Project facilitation and administration on behalf of the County, and may assist the County with procurement of necessary Separate Consultants, Separate Contractors, furniture, fixtures, and equipment ("FF&E"). The Construction Manager's role and responsibilities are more particularly described in Article 6.

2.1.5 Design Build Team. The Design Builder will lead the Design Build Team and is solely responsible to the County for the sufficiency, quality, adequacy, and completeness of the Work in accordance with the Project Objective. All Design Services will be performed by a licensed architect ("Architect of Record") and other design consultants (collectively



“Consultants”) or through Design-Build Subcontractors. The Design Build Team is set forth in Exhibit 5B.

2.1.6 USDA. The USDA is the lender for the Project. The USDA's Representative is identified in the Project Roster (Project Manual, Tab 1). The USDA Representative will attend an initial Project Team meeting to explain the USDA's involvement in the design and construction process. In addition to recommendation by the Construction Manager and approval by the County, this Agreement, all Change Orders, and payment applications must also be approved by the USDA Representative, but neither USDA, nor any of its departments, entities, or employees is a party to this Agreement. County and Design Builder will furnish County's attorney with such evidence as required so that County's attorney can complete and execute the “Certificate of Owner's Attorney” before County submits the executed Agreement to the USDA for approval. This Agreement will not be effective unless and until concurred with in writing by a delegated representative of USDA Rural Development.

2.2 Licensing. Design Builder must be a California state licensed general contractor. Consultants must all possess the appropriate California state design licenses for their particular discipline. Subcontractors must all possess the appropriate California state specialty license for their particular trade. Nothing in this Agreement will require a Design Build Team Member, or any of their respective Consultants or Subcontractors, to perform any portion of the Work outside of their respective licenses or contrary to Applicable Law.

2.3 Standard of Care. Design Builder will perform the Work using its best skill and attention and in a timely, workman-like manner consistent with the degree of care and skill customarily exercised by prudent licensed general contractors performing design and construction services for projects of similar size, scope, quality, and complexity within the State of California.

2.4 Collaboration. Design Builder and its Consultants, Subcontractors, suppliers, and equipment vendors will perform their respective portions of the Work using integrated project delivery tools and methods to meet the Project Objective. The Design Build Team will actively participate and collaborate with other Project Team Members to achieve best value based on the Agreed Program (Exhibit 3), optimal design, increased labor efficiency, and elimination of waste and re-work through utilization of Lean Project Delivery Methods and Building Information Modeling (“BIM”) as further described in Articles 16 and 17 of the Supplemental Conditions (Exhibit 2), and in accordance with the approved BIM Execution Plan and LEAN Program (Project Manual, Tab 6 and Tab 7, respectively). The Design Build Team Members will make meaningful commitments to the County, its Project Manager, and the Construction Manager, and will honor their respective commitments, regarding timely and proper performance of all Work as required by the Contract Documents.

2.5 Communications. All communications with the County will be through the Construction Manager. However, the County Representative and Project Manager must be copied on all written communications to the Construction Manager that potentially impact the GMP or Contract Time. Design Builder may communicate directly with other Project Team Members in furthering the best interests of the Project but the Construction Manager must be kept apprised and copied on all written communications with other Project Team Members. Design Builder does not however have to copy Construction Manager, County Representative, or Project Manager on correspondence between Design Builder and the Design Build Team.



2.6 Relationship of the Parties. The Design Builder's relationship with the County is that of an independent contractor whose involvement in the Project is to act solely in the capacity of a California licensed general contractor performing design-build services and not as an agent, fiduciary, partner, member of, subsidiary of, or otherwise affiliated with the County.

2.7 Good Faith and Fair Dealing. The Design Builder will collaborate with the County and other Project Team Members in delivering the best value to the County and furthering the best interests of the Project throughout the programming, design, construction, and commissioning process. Design Builder will: (i) use its best skill and judgment in furthering the interests of the County and the Project; (ii) furnish effective and efficient programming, design, construction management, administration, and supervision; (iii) furnish at all times an adequate supply of skilled labor, materials, and equipment; and (iv) perform the Work in an efficient and economical manner using Lean Project Delivery Methods as described in the approved LEAN Program set forth in Tab 7 of the Project Manual.

2.8 Responsibility. Design Builder acknowledges and agrees that it is solely responsible to the County for the sufficiency, quality, adequacy and completeness of the Work, and that Design Builder is responsible for any acts, errors, or omissions of the Design Builder's principals, employees, agents, and/or any other parties either directly or indirectly in privity of contract with Design Builder including, but not limited to, the Architect of Record and other Consultants, Subcontractors, suppliers, equipment vendors, and their agents and employees, and other persons performing any portion of the Work on behalf of Design Builder.

3. CONTRACT DOCUMENTS

3.1 Defined. The Contract Documents are defined in Exhibit 1. The Construction Documents and portions of the BIM prepared by Consultants or Design-Build Subcontractors are Contract Documents. The portions of the BIM prepared by the Design Builder or its Subcontractors to illustrate means and methods for constructing, fabricating, or installing portions of the Construction Work are Submittals, which are not Contract Documents or Construction Documents.

3.2 Interpretation and Intent. The Contract Documents are intended to be complementary and what is required by one will be construed as being required by all.

3.3 Inconsistencies. If there are conflicting requirements within or between the various Contract Documents, the Design Builder's Representative as well as representatives from the necessary Consultants will meet with the County Representative, Project Manager, and Construction Manager to determine which requirements will better achieve the Project Objective. If the group cannot reach an agreement by consensus, the order of precedence set forth in Sections 3.3.1 through 3.3.13 will apply. If a conflict exists between the terms set forth in the Contract Documents or any Applicable Law, the Applicable Law will control. Varying degrees of stringency among the Contract Document terms and conditions and Applicable Law are not deemed conflicts, and the most stringent requirement will govern.

3.3.1 Most recent executed Change Order and Amendment.

3.3.2 Agreement.

3.3.3 Supplemental Conditions.



- 3.3.4 Specifications
- 3.3.5 Drawings.
- 3.3.6 Building Information Model.
- 3.3.7 Project Objective.
- 3.3.8 Written numbers over figures, unless obviously incorrect.
- 3.3.9 Figured dimensions over scaled dimensions.
- 3.3.10 Specific details over standard or typical details.
- 3.3.11 Large-scale Drawings over small-scale Drawings.
- 3.3.12 Other Exhibits to the Agreement.
- 3.3.13 Project Manual.

3.4 Acknowledgment. Design Builder acknowledges it has carefully examined and understands this Agreement and the other Contract Documents; has investigated the nature, locality, and visually observable features of the Project site and the conditions and difficulties under which the Work is to be performed; and enters into this Agreement on the basis of its own examination, investigation, and evaluation of all such matters and not in reliance upon any opinions or representations of the County, its Separate Consultants (including but not limited to Project Manager and Construction Manager), or Separate Contractors other than those that are expressly set forth in the Contract Documents. Design Builder will immediately report any error, inconsistency, or omission it may discover to the Construction Manager with a copy to the Project Manager. If Design Builder observes that any of the Contract Documents are at variance with any Applicable Law in any respect, or are internally inconsistent, it will promptly notify the Construction Manager in writing with a copy to the County's Representative and Project Manager. If Design Builder performs any Work without having adequately reviewed the Contract Documents, knowing the Contract Documents to be contrary to Applicable Law, or knowing the Contract Documents to be internally inconsistent, and without providing written notice to the Construction Manager, it will assume full responsibility and bear all costs attributable to the violation.

4. COUNTY'S OBLIGATIONS

4.1 County Representative's Authority. The County's chief administrative officer and purchasing agent are authorized to approve changes in the Work that impact the Contract Price and/or affect the Contract Time established in the Schedule up to an amount of \$210,000 per Change Order with a total cumulative amount of 10% of the original Guaranteed Maximum Price ("GMP") set forth in the Key Business Terms Sheet. Any request exceeding a cumulative amount of 10% of the original GMP requires approval by the County's board of supervisors and must be timely submitted by the Design Builder to the Construction Manager with a copy to the County Representative and Project Manager in order to allow proper consideration during the board's regularly scheduled meetings. In addition, approval of Change Orders by the USDA Representative is required prior to the respective Work being performed. Construction Manager and County's Representative are authorized to act on the County's behalf with respect to the



daily operations of the Project but neither have the authority to bind the County or authorize changes in the Work or Schedule that impact the Contract Price or Contract Time, except as otherwise authorized by the County board of supervisors. All Change Order Requests ("CORs") must be submitted in accordance with Article 11. Amendments must be signed by the County's Signatory for Agreement and Amendments, who is identified in the Key Business Terms Sheet, or his successor.

4.2 Information and Documents. The County will provide the Criteria Documents (Exhibit 3A), Other Project Documents (Exhibit 3E), the Site Description (Exhibit 7A), and information regarding FF&E. The Design Builder will be able to generally rely on the information provided by County but has performed its own independent site investigation in accordance with Section 3.4.

4.3 Furniture, Fixtures, and Equipment. County will procure all furniture, fixtures, and equipment required for the Project through Separate Consultant and Separate Contractors in a manner consistent with the deadlines and requirements approved by the County and set forth in the Schedule. The Design Builder is responsible for coordinating with the County and its Separate Consultants and Separate Contractors regarding procurement and installation of all FF&E per Section 7.13.4(c). County will assist Design Builder with coordination of the FF&E. County furnished systems include but are not limited to the following:

- 4.3.1 Radio system equipment
- 4.3.2 Telephone system
- 4.3.3 Computer aided dispatch system
- 4.3.4 Microwave link
- 4.3.5 Emergency 911 telephone system
- 4.3.6 Dispatch server equipment and common visual presentation equipment
- 4.3.7 Server room and dispatch communication room servers and related equipment
- 4.3.8 OASIS satellite system
- 4.3.9 Amateur radio antennas and radio equipment

4.4 Surveying. County will provide a topographic survey and title report of the property. Design Builder will be responsible for all layout and staking per Section 7.13.6.

4.5 USDA. This Agreement, all Change Orders, payment applications, and 90% Drawings and Specifications are subject to review and approval of the USDA.

4.6 Permits and Fees. The County will pay the fees for the City of Placerville general building permit, required governmental approvals, easements, assessments and fees required for the development, construction, use or occupancy of the Project.



4.7 Third Party Testing and Inspections. County will be responsible for hiring and paying for all third party testing and inspections. However, Design Builder will make arrangements for third party testing and inspection per Article 5 of the Supplemental Conditions (Exhibit 2). Design Builder is responsible for all other inspections and reports required by Applicable Law or by the Contract Documents, and the costs of these inspections or reports are a Cost of the Work.

4.8 Legal, Accounting, and Insurance Services. The County will provide legal, accounting, and insurance services for the Project but Design Builder is responsible for its own legal counsel, accounting, and insurance services and all associated costs and expenses necessary to protect its own interests.

4.9 Stop Payment Notice. The County will provide the Design Builder with the necessary information for Subcontractors and Consultants who may record a stop payment notice for non-payment in accordance with California law governing public work projects.

4.10 Separate Consultants and Separate Contractors. The County reserves the right to perform work or services related to the Project with the County's own forces, and to award separate contracts in connection with the Project that are not part of the Design Builder's Work. The Design Builder will notify the County if any such independent action will interfere with the Design Builder's ability to perform the Work under this Agreement. When performing separate work or services, the County agrees that its Separate Consultants and Separate Contractors will be subject to similar obligations as the Design Builder with respect to appropriate types of insurance at appropriate limits, indemnification, safety, protection, inspections, and non-conforming work or services, and County will endeavor to make all Separate Contractors performing construction at the Project site include the Design Builder as an additional insured on each of their respective commercial general liability and automobile liability policies. The County will remain responsible to the Design Builder for any delays to the Contract Time or cost impacts resulting from work or services performed by Separate Consultants or Separate Contractors. The County's Separate Consultants and Separate Contractors are set forth in Exhibit 7B. Any cost and/or time impacts will be addressed through the Change Order process set forth in Article 11.

5. PROJECT MANAGER'S ROLE

5.1 Project Manager's Representative's Authority. The Project Manager's Representative set forth in the Key Business Terms Sheet. The Project Manager is an advisor to the County and does not have the authority to bind the County or authorize changes in the Work or Schedule that impact the Contract Price and/or Contract Time.

5.2 Services. The Project Manager is not the Design Builder's day to day contact. The Construction Manager serves that role. The Project Manager will work in conjunction with the Construction Manager on behalf of the County and will assist the County with establishing and maintaining the County's Project budget, serve as a liaison and point of contact with the Sheriff's Department and other Project end-users, and coordinate other related work (such as the off-site improvement work) that is not included in the Project. The Project Manager will coordinate its services with the Construction Manager and assist the County with processing payment applications, Change Orders, and dispute resolution.



6. CONSTRUCTION MANAGER'S ROLE

6.1 Construction Manager's Representative's Authority. The Construction Manager's Representative set forth in the Key Business Terms Sheet is authorized to act on the County's behalf with respect to the daily operations of the Project but does not have the authority to bind the County or authorize changes in the Work or Schedule that impact the Contract Price and/or Contract Time. The Construction Manager is the Design Builders primary point of contact with the County.

6.2 Services. The Construction Manager's role is to assist and advise the County during completion of the Agreed Program in accordance with the Project Objective, procurement of the Design Builder and other necessary Separate Consultants and Separate Contractors, furniture, fixtures and equipment (FF&E), and to help the County oversee, facilitate, and manage the design and construction process during all stages of the Project, including commissioning. Construction Manager is responsible for coordination between Design Builder and the County's Project Manager, County Representative, Separate Consultants and Separate Contractors.

6.3 Approvals, Clarifications, Changes, and Claims. The Construction Manager will evaluate requests for approvals and clarifications, Claims, Field Work Orders, and Change Order Requests from Design Builder, and draft proposed responses for the County. The Construction Manager will coordinate with the County and USDA for review and approval of Change Orders. Construction Manager will coordinate with Separate Consultants to prepare Drawings or Specifications for items of extra work when required unless the extra work is incorporated into the Design Builder's Work through executed Change Order in which case the Design Builder will provide coordination. Construction Manager will assist the County in resolving Change Order disputes and other Claims (that do not involve Construction Manager), including documentation of the rationale for resolution.

6.4 Payment Application Review. The Construction Manager will coordinate with the USDA Representative, County, and Project Manager for review and approval of payment applications. The Construction Manager will review applications for progress payment and final payment from Design Builder, and make recommendations to the USDA and County regarding payment.

6.5 Schedule Review. The Construction Manager will monitor Design Builder's progress against the Design Builder's current work plans and the Schedule, review and analyze all delay and impact requests and make recommendations to the USDA, County, and Project Manager, and collaborate with the Design Builder regarding recovery plans if required. The Construction Manager will meet with the Project Team to determine when critical decisions are needed from the County or others to maintain the Schedule.

6.6 Completion and Close-Out. The Construction Manager will facilitate Project Final Completion (which includes commissioning activities, including coordination with the USDA in determining whether the Work is substantially complete and tracking punch-list activity, participating in start-up and commissioning, collecting all required close-out documentation and record documents required per Section 7.13.14.



7. DESIGN BUILDER'S OBLIGATIONS

7.1 Work. Design Builder will perform all necessary programming, design, construction, and commissioning required for the Project, and will provide all labor, materials, equipment, tools, and appurtenances necessary to complete the Construction Work in accordance with the Project Objective.

7.2 Legal Compliance. Design Builder represents that it is aware of regulations and laws applicable to its operations and the performance of the Work. At its sole cost and expense, Design Builder will give all notices required by, and comply with, all Applicable Law related to the Work, including those relating to safety, Hazardous Materials, and equal employment opportunities. Design Builder will pay all local, state, and federal taxes, and all employee benefits, insurance, and contributions for Social Security and Unemployment which are measured by wages, salaries, or other remunerations paid to Design Builder's employees.

7.2.1 Enabling Statutes. The Project is governed by California Public Contract Code section 22160, et seq. Portions of the Project are subject to Essential Services Buildings Seismic Safety Act of 1986. Design Builder acknowledges that it has reviewed both statutes and is familiar with all provisions and the applicable duties required by the Design Builder.

7.3 Staffing and Key Personnel. Staffing and key personnel for Design Build Team Members, along with their respective agreed Billable Rates will be identified in Exhibit 4B. Unless otherwise requested by the County or the Construction Manager, key personnel may not be removed from, or added to, the Project without prior written consent of the County Representative except in the instance of death, disability, or departure of person from employment, or other relationship with the Design Build Team. If a replacement is necessary, the proposed key personnel will have substantially equivalent or better qualifications than the former key personnel, and all candidates are subject to final approval by the County.

7.4 Permits, Fees, and Approvals. The Design Builder will assist the Construction Manager and Project Manager with verification that the County has applied for and paid applicable fees and assessments and Design Builder will file all documents required for the approvals by Governmental Authorities, including any required Project completion filings. The Design Builder will secure and provide copies to the Construction Manager of all permits and approvals required by Governmental Authorities for execution and inspection of the Construction Work. The cost and fees associated with the general building permit(s) and third party inspection will be paid by the County per Sections 4.6 and 4.7. All Subcontractor required specialty permits will be procured and paid for by the Design Builder and its Subcontractors and are included in the Contract Price.

7.5 Taxes and Fees. The Design Builder will pay all sales, consumer, use, gross receipts, and other similar taxes legally enacted at the time of commencement of the Work, and such taxes and fees are included in the Contract Price.

7.6 Consultants and Laboratories. The Design Builder will make recommendations to the Project Manager and Construction Manager regarding selecting, retaining, and coordinating any additional professional services, special consultants and testing laboratories required for the Project.



7.7 Subcontract Bidding Process. The Design Builder represents that it has complied with the bidding requirements set forth in Public Contract Code sections 22166 (a) and will comply with the bidding requirements of Public Contract Code section 4100, et seq., for procuring any subcontracts where Subcontractor was not listed by Design Builder in its statement of qualifications and response to the request for bid. In addition, the Design Builder will: (i) develop bidders' interest in the Project and endeavor to have at least 3 bids for all trades; (ii) establish bidding schedules in accordance with the procurement requirements set forth in the Schedule (Exhibit 5A); (iii) develop Subcontractor scopes of work, and package and issue bidding documents to pre-qualified, interested bidders; (iv) evaluate bidder prequalification and bids to determine the best subcontractor suited for the Project in accordance with Public Contract Code section 22166 (b) (3); and (v) enter written subcontract with the most responsive, responsible bidder based on the bid criteria and pursuant to this Section 7.7 and 7.8.2. Design Builder may not knowingly subcontract with a Subcontractor or supplier that prepared portions of the Criteria Documents (Exhibit 3A) or Other Project Documents (Exhibit 3E).

7.8 Consultants and Subcontractors. All agreements between Design Builder and its Consultants and Subcontractors will be in writing and must bind each Consultant and Subcontractor to the Design Builder by the terms and conditions of the Contract Documents and require that each Consultant and Subcontractor assume toward the Design Builder all obligations and responsibilities that the Design Builder assumes toward the County under the Contract Documents. Each Consultant agreement and subcontract will preserve and protect the rights of the County and Design Builder under the Contract Documents with respect to the portion of the Work performed by the party so that subcontracting portions of the Work does not prejudice the County's rights.

7.8.1 Design Services. At a minimum, the Design Builder will pass through to the Architect of Record and each Consultant performing Design Services the provisions set forth in subsections (a) through (m) below.

(a) **License.** All Consultants performing Design Services will be properly licensed for their respective portion of the Design Services.

(b) **Standard of Care.** Consultants will timely perform their portions of the Design Services using the degree of care ordinarily used by other competent licensed architects and engineers designing projects of similar size, scope, quality and complexity within the State of California. Consultants will sign and affix their respective professional seal on their respective portions of the Construction Documents to the extent required by Governmental Authorities.

(c) **Compensation.** Billable Rates must be calculated in accordance with Section 8.2.1(a). All payments must be made in accordance with Section 10.4.

(d) **Audit.** Each design agreement will include the audit provisions set forth in Section 10.10.

(e) **Third Party Beneficiary.** The County will be a third party beneficiary with respect to the portion of Design Services provided by a Consultant under the design agreement.



(f) **Liability and Indemnity.** To the fullest extent permitted by law, each design agreement must include similar indemnification and liability so that each Consultant has similar defense and indemnification obligations to Design Builder and the County, Project Manager, and Construction Manager as the Design Builder has to the County, Project Manager, and Construction Manager for liability, defense, and indemnification arising or resulting from its negligent acts, errors, and omissions. (See, Article 12). For Design Services, defense and indemnification should be on a comparative fault bases for claims arising from negligent acts, errors, or omissions related to its portion of the Design Services.

(g) **Insurance.** Design Builder will cause, through written design agreement, Consultant to carry appropriate limits with similar types of coverage based on the insurance requirements set forth in Exhibit 6A.

(h) **Claims and Disputes.** The dispute resolution procedures set forth in Article 16 must be included.

(i) **Ownership of Documents.** Design Builder will incorporate the provisions in Article 15 into each design agreement.

(j) **Assignment.** Each design agreement must include an assignment provision. The assignment provision will allow for assignment of the design agreement to the County if Design Builder is terminated and provided that the County accepts assignment by written notification to the Consultant and Design Builder.

(k) **Miscellaneous Provisions.** The miscellaneous provisions set forth in Sections 18.1 through 18.2, 18.5 through 18.8, and 18.14.

(l) **Conflicting Terms.** All conflicts arising out of any design agreement will be resolved in accordance with the order of precedence set forth in Section 3.3, and this Agreement will take precedence over any conflicting terms and provisions in the design agreement other than terms and conditions regarding scope of service and amount of compensation.

(m) **Exhibits.** The following Exhibits must be included in each design agreement: Exhibit 1 through Exhibit 3, Exhibit 5A, Exhibit 5B, and Exhibit 7 and Exhibit 8.

7.8.2 **Subcontractors.** At a minimum, each subcontract must pass through provisions set forth in subsections 7.8.2(a) through (n) below.

(a) **License.** All Subcontractors will be properly licensed for their respective trade. In addition, Design-Build Subcontractors must also be properly licensed for their respective portion of the Design Services.

(b) **Standard of Care.** Subcontractor will timely perform its respective portion of the Work using its best skill and attention in a workman-like manner consistent with the degree of care customarily exercised by prudent licensed specialty contractors performing similar trade work on projects of similar size, scope, and complexity within the State of California. To the extent Subcontractor is performing design build Work, Subcontractor must also timely perform its respective portions of the Design Services using the degree of care ordinarily used by other competent licensed architects and engineers designing work of similar size, scope, quality and complexity within the State of California. Design-Build Subcontractors



will sign and affix their respective professional seal on their respective portions of the Construction Documents to the extent required by Governmental Authorities.

(c) Compensation. Subcontractor must be compensated on either a lump sum basis or a cost reimbursable basis subject to a guaranteed maximum price. If Subcontractor is compensated on a cost reimbursable basis with a guaranteed maximum price, the subcontract must include the Cost of the Work set forth in Section 8.2 and specify Subcontractor's agreed billable rates. Subcontractor's billable rates must be calculated in accordance with Sections 8.2.1(a) and 8.2.1(c), as applicable. All payments must be made in accordance with Section 10.4.

(d) Audit. Each subcontract is subject to the audit provisions set forth in Section 10.10.

(e) Third Party Beneficiary. The County will be a third party beneficiary with respect to any Design Services performed by Design-Build Subcontractors.

(f) Liability and Indemnity. Each subcontract must include similar indemnification and liability so that each Subcontractor has the same defense and indemnification obligations to Design Builder and the County, Project Manager, and Construction Manager as the Design Builder has to the County, Project Manager, and Construction Manager for liability, defense, and indemnification arising or resulting from Subcontractor's portion of the Work. (See, Article 12).

(g) Insurance. Design Builder will cause, through written agreement, Subcontractors to carry appropriate limits with similar types of coverage as those included in Exhibit 6A.

(h) Claims and Disputes. The dispute resolution procedures set forth in Article 16 must be included.

(i) Warranty. Subcontracts must include a warranty provision similar to the one set forth in Article 14.

(j) Ownership of Documents. Design Builder will incorporate the provisions in 15 into each subcontract.

(k) Assignment. Each subcontract must include an assignment provision. The assignment provision will allow for assignment of the subcontract to the County if Design Builder is terminated and provided that the County accepts assignment by written notification to the subcontract and Design Builder.

(l) Miscellaneous Provisions. The miscellaneous provisions set forth in Sections 18.1 through 18.2, 18.5 through 18.8, and 18.14.

(m) Conflicting Terms. All conflicts arising out of any subcontract will be resolved in accordance with the order of precedence set forth in Section 3.3, and this Agreement will take precedence over any conflicting terms and provisions in the subcontract other than terms and conditions regarding scope and compensation.



(n) Exhibits. The following Exhibits must be included in the subcontract: Exhibit 1 through Exhibit 3, Exhibit 5A, Exhibit 5B and Exhibit 7 and Exhibit 8.

7.9 Development of Design. The Design Builder will actively engage and collaborate with other necessary Project Team Members in the following activities throughout the design process and at various stages in the development of the Construction Documents (Exhibit 3C).

7.9.1 Preliminary Evaluation. The Design Build Team will provide a preliminary evaluation to the County, Project Manager, and Construction Manager regarding the Criteria Documents (Exhibit 3A) and the Design Documents (Exhibit 3B) and discuss alternative approaches to design and construction of the Project taking into account the GMP, best value recommendations, lifecycle analysis, and sustainability goals.

7.9.2 Building Information Model. The Design Build Team will establish a BIM Execution Plan in compliance with Section 16 of Exhibit 2, which will be incorporated into Tab 6 of the Project Manual. The Model will be developed in accordance with the BIM Execution Plan and will be continually updated throughout the design and construction process so that the Model is current with the actual "as-built" condition, and when completed will be the Record Model. To the extent that there are inconsistencies between the 2D Drawings and the Model, the Drawings will govern per Section 3.3.

7.9.3 2-D Working Drawings. The Design Builder will also produce working Drawings throughout the various stages in the development of the Drawings and Specifications and subsequent Construction Documents (Exhibit 3C).

7.9.4 Target Value Design. The County and Design Build Team will actively engage in the Target Value Design process to provide optimal value and design during each stage of the design process, and to properly coordinate and integrate the various systems, equipment, and components to increase ease of construction while controlling Project cost and schedule. Set Based Design and Choosing By Advantages will be used to explore design alternatives and reach decisions during the design process. Cost evaluation during the Target Value Design process should include life cycle cost analysis for systems being considered, design details as they are being developed, and portions of the Construction Work that the Project Team deems necessary for accurate cost modeling. The Target Value Design process should include the following:

(a) Set Based Design. The Design Build Team will collaborate with other Project Team Members through the use of Set Based Design and Choosing By Advantages to determine the best design options and whether one design option can be achieved in a different manner for a lower cost or improved schedule without compromising the aesthetic or functional value. Proposals for alternative systems, means, methods, finishes, equipment, and the like must satisfy the Agreed Program (Exhibit 3), and result in savings of time or money in constructing, increased sustainability, or improved facilities, operations or maintenance. Consultants will review all proposals to ascertain design feasibility, satisfaction of the Criteria Documents (Exhibit 3A) and Design Documents (Exhibit 3B), and compatibility and compliance with Applicable Laws and Applicable Building Codes (Exhibit 3D). Design Builder and relevant Subcontractors will review alternative proposals for constructability, schedule, and cost. The County will rely solely on the Design Build Team's representations about the appropriateness and adequacy for implementation on the Project but proposals on design



alternatives will not be incorporated into the Construction Documents without review by the Architect of Record and Construction Manager, and approval of the County.

(b) **Constructability Reviews.** The Design Builder and its Subcontractors will provide ongoing constructability reviews during the design process to provide clarity, consistency, constructability, and coordination among the various design disciplines' Drawings and the Subcontractors. Consultants and other necessary Project Team Members will review and respond in writing to each constructability review comment, either by recommending changes into the design or explaining why such action is unnecessary.

(c) **Cost Evaluation.** The Design Builder and its Subcontractors will provide continual estimating services as often as necessary to support decisions regarding scope, functionality, and design and to help ensure that the Project design meets or exceeds the Project Objective. Consistent cost evaluation will assist the Design Build Team, Construction Manager, and County in making decisions on design alternatives.

(d) **Life Cycle Analysis.** The Design Build Team will provide alternative systems to the County and Construction Manager for a 25 year life cycle analysis and evaluation of the significant costs over the life of each alternative. At a minimum, life cycle analysis must be completed for mechanical, electrical, and plumbing ("MEP") equipment, roofing, and other required materials using the Federal Energy Management Program's Building Life Cycle Cost Program Model BLCC 5.3-16 as applicable. The analysis will include projected initial cost of the system, projected yearly operational and maintenance costs, projected life expectancy, estimated replacement cost, and anticipated levels of performance.

(e) **Sustainability.** The Design Builder will collaborate with the other Project Team Members early during the design process regarding building envelope, energy efficiency, facility operations, and maintenance that are approved by the Construction Manager and the County.

7.10 Schematic Design Documents. The Design Builder will cause its Consultants to prepare Schematic Design Documents based on the Agreed Program set forth in Exhibit 3. Schematic Design Documents will consist of Drawings, outline Specifications and other necessary documents illustrating the scale and relationship of each building, and their respective components and will include a site plan, preliminary layouts and floor plans for each building, sections and elevations for major building systems in each building, as well as line diagrams and proposed equipment schedules for each building based on the Criteria Documents (Exhibit 3A), Design Documents (Exhibit 3B), Applicable Building Codes (Exhibit 3D), and Other Project Documents (Exhibit 3E).

7.10.1 Reconciliation with Agreed Program. Before completing the Schematic Design Documents, the Design Builder will cause its Consultants to evaluate the programmatic requirements and note any discrepancies between the Project requirements set forth in the Criteria Documents (Exhibit 3A) and Design Documents (Exhibit 3B) collectively, and the Schematic Design Documents, and request approval and direction from the Criteria Architect, Construction Manager and the County. Design Builder will also prepare a cost estimate based on the Schematic Design Documents projecting the Contract Price for the Work, and will note any slippage in the Baseline Schedule (Exhibit 5A). The projected Contract Price must be within the GMP as part of the reconciliation process and submitted to the Project Manager, Construction Manager, and County for review and approval. If the projected Contract Price



exceeds the GMP, the Project Team Members will engage in further Target Value Design until the projected Contract Price is within the GMP. To the extent that there has been a slippage in the Baseline Schedule, the Design Builder will prepare and submit a detailed recovery plan required by Section 9.6 as part of the reconciliation for review and approval by the Construction Manager and County.

7.10.2 Coordination of MEP. Mechanical, electrical, plumbing, fire protection and fire and life safety work will be coordinated through the BIM, as appropriate, to avoid obstructions, preserve head room, keep openings and other passageways clear, overcome interference with structural, framing, and equipment conditions, and coordinate with other trades. Other trades may also be coordinated through the Model at the discretion of the Design Builder.

7.10.3 Approval Process. The Design Builder will submit and present the following material for review and approval by the Criteria Architect, Construction Manager, the County, and USDA for: (i) floor plans for each building; (ii) site plan with larger Project site context and layout of each building; (iii) sections and elevations for major building systems in each building; (iv) line diagrams and equipment schedules for each building; and (v) outline Specifications as well as a narrative describing how the design will meet the Criteria Documents (Exhibit 3A) and Design Documents (Exhibit 3B) with respect to building performance and fitness for its intended purpose and use. In addition, the Design Builder will submit the reconciliation as required per Section 7.10.1. If the County does not approve the Schematic Design Documents, or aspects of the documents, the Design Builder will modify the Schematic Design Documents and re-submit for approval.

7.11 Design Development Documents. The Design Builder will cause its Consultants to prepare Design Development Documents based on the approved Schematic Design Documents per Section 7.10.3, and any approved adjustments authorized by the County in the Agreed Program or Project Objective. The Design Development Documents must include detailed Drawings, Specifications, and narratives necessary to fix and describe the size and character of each building as to design, structural, mechanical, and electrical systems, materials, and such other elements as may be appropriate to allow the County to initiate scope compliance review(s). The Design Development Documents will include, but not be limited to, studies which define furniture, fixture, and equipment layouts (including County provided FF&E) sufficient to coordinate utility and communication service requirements, overall master schedule for finishes, and any other items listed in the Criteria Documents (Exhibit 3A), Design Documents (Exhibit 3B), and that are in compliance with Applicable Building Codes and the Other Project Documents (Exhibit 3D and Exhibit 3E, respectively). Design Builder will coordinate Design Development Documents with County's Separate Consultants and Separate Contractors with respect to layout for FF&E provided by County.

7.11.1 Reconciliation with Agreed Program. Before completing the 50% and 100% Design Development Documents, the Design Builder will cause its Consultants to evaluate the programmatic requirements and note any discrepancies between the Project requirements set forth in the Criteria Documents (Exhibit 3A), Design Documents (Exhibit 3B), and Schematic Design Documents collectively, and the Design Development Documents, and request approval and direction from the Criteria Architect, Construction Manager and the County. Design Builder will also prepare a cost estimate based on the Design Development Documents projecting the Contract Price for the Work, and will note any slippage in the Baseline Schedule (Exhibit 5A). The projected Contract Price must be within the GMP as part of the



reconciliation process and submitted to the Project Manager, Construction Manager, and County for approval. If the projected Contract Price exceeds the GMP, the Project Team Members will engage in further Target Value Design until the projected Contract Price is within the GMP. To the extent that there has been a slippage in the Baseline Schedule, the Design Builder will prepare and submit a detailed recovery plan required by Section 9.6 as part of the reconciliation for review and approval by the Construction Manager and County.

7.11.2 Design Review. Design Builder will cause its Consultants to prepare the necessary documentation for design review of 100% Design Development Documents from the local community, the County, USDA, as well as back-check and code compliance from necessary Governmental Authorities, and to attend all design review meetings as required to obtain community, County, USDA, and Governmental Authority design review and approval.

7.11.3 Approval Process. The Design Builder will submit and present the following material for review and approval by the Criteria Architect, Construction Manager, the County, and USDA for: (i) detailed floor plans for each building; (ii) site plan with larger Project site context and layout of each building; (iii) building sections and elevations for each building; (iv) detailed Specifications as well as a narrative describing how the design meets the Agreed Program with respect to color, finish, materials, and fitness for intended purpose and use. The Design Development Documents submittal will either incorporate changes and corrections required by design review per Section 7.11.2 and peer review by Criteria Architect or be accompanied by a written statement from the Architect of Record as to why such changes were not incorporated. The County or Governmental Authority may reject the Architect of Record's explanation and require that changes or corrections to the Design Development Documents as previously requested be made. In addition, the Design Builder will submit the reconciliation as required per Section 7.11.1.

7.12 Construction Documents. The Design Builder will cause its Consultants to prepare Drawings and Specifications to be issued for permit based on the approved 100% Design Development Documents per Section 7.11.2 and 7.11.3, and any approved adjustments authorized by the County in the Agreed Program or Project Objective. The Construction Documents will consist of Drawings and Specifications setting forth in detail all necessary requirements for proper construction of the Project, as well as any subsequent approved revisions, and taking into account the Applicable Building Codes (Exhibit 3D), and Other Project Documents (Exhibit 3E). The Construction Documents will describe the quality, configuration, size, and relationships of all materials, equipment, and components to be incorporated into each building and the Project site, and will be the Drawings and Specifications submitted to all necessary Governmental Authorities for approval and the general building permit for the Construction Work. Design Builder will not submit the Construction Documents for permit until receipt of approval by the USDA. The Construction Documents must be consistent with the Agreed Program and the approved 100% Design Development Documents. Subsequent revisions to the Construction Documents may be subject to Governmental Authority approvals as applicable.

7.12.1 Reconciliation with Agreed Program. Before completing the Construction Documents, the Design Builder will send 90% complete Drawings and Specifications to the County Representative for County Board of Supervisors and USDA approval (the County will forward to the USDA). The submission will include 5 sets of Drawings printed at 11x17 size (i.e. half-size) and the Drawings and Specifications on a CD. Design Builder will also cause its Consultants to evaluate the programmatic requirements and note any discrepancies between



the Criteria Documents (Exhibit 3A), Design Documents (Exhibit 3B), and the approved 100% Design Development Documents, collectively, and the Construction Documents, and request approval and direction from the USDA CA State Architect, Construction Manager, and County. The reconciliation of the Construction Documents must include calculations of the gross square footage and the assignable square footage and make a direct comparison of these areas with the Criteria Documents (Exhibit 3A) and Design Documents (Exhibit 3B). Design Builder will prepare its proposed Contract Price based on the Construction Documents demonstrating that Work can be completed within the GMP, and will note any slippage in the Baseline Schedule (Exhibit 5A). To the extent that there has been a slippage in the Baseline Schedule, the Design Builder will prepare and submit a detailed recovery plan required by Section 9.6 as part of the reconciliation for review and approval by the Construction Manager and County.

7.12.2 Submission of Signed and Stamped Construction Documents. In order to obtain necessary permits and to comply with professional registration statutes, 2D Drawings, calculations and Specifications must be generated, reviewed, sealed, and submitted to reviewing Governmental Authorities, the County, and the USDA. The responsible member of the Design Build Team will sign and stamp their respective Drawings, Specifications, and calculations. By signing and sealing the Drawings and Specifications, each Consultant and Design-Build Subcontractor warrants that its portion of the Design Services are complete, coordinated, accurate, and contain directions that will enable the Design Builder and its Subcontractors to construct the Project in accordance with the Project Objective.

7.12.3 Permits and Approval. The Design Builder will submit the Construction Documents, a summary of the calculations, and detailed calculations for the structural, HVAC, electrical, plumbing, communications, and other specialized building systems. The applicable Governmental Authorities will be final interpreter of all code requirements, and all such decisions will be final. The Construction Documents will not be considered 100% complete until all required Governmental Authorities, County, and USDA approvals have been received. Upon approval, the Design Builder will provide a copy of the Construction Documents for the Project to the Construction Manager, and will maintain the original Construction Documents at the Project site and posted as Exhibit 3C on the Project's FTP site. A list of the Drawings and Specifications included in the Construction Documents will be amended into the Agreement as Exhibit 3C.

7.12.4 Substitutions. Once the Construction Documents are issued, no substitutions will be accepted on the Project unless: (i) the specified materials or equipment have been discontinued; or (ii) the County, Construction Manager, USDA CA State Architect, and necessary Governmental Authorities have approved the substitution, in writing. Substitution are also subject to peer review by the Criteria Architect at the County's sole discretion. Substitutions that are included in the Work but not approved will be deemed non-conforming Construction Work and subject to correction per Section 5.5 of the Supplemental Conditions (Exhibit 2) and Article 14.

7.13 Construction Services. The Design Builder is solely responsible for all construction means, methods, techniques, sequences, and procedures and for safety precautions and programs in connection with the Construction Work. Those portions of the Construction Work that Design Builder does not customarily perform with its own personnel will be performed by a Subcontractor under written subcontract pursuant to Section 7.8.2.



7.13.1 Preliminary Notice. Design Builder will, within 5 business days of receipt, forward to Construction Manager all Preliminary Notices (Civil Code sections 9300 and 9560) served on it by any person or entity entitled to assert a payment bond or stop payment notice claim. Design Builder will maintain a written record of all Preliminary Notices received including the manner of receipt, date of receipt, and name and address of person or entity serving the Preliminary Notice. This written record will be turned over to the Construction Manager at Project close-out.

7.13.2 Supervision. The Design Builder will supervise and direct the Construction Work using its best skill and judgment. The Design Builder will be solely responsible for all design, fabrication, shipment, delivery and coordination of all portions of the Work under the Construction Documents and all Work will be performed in accordance with the Contract Documents. The Design Builder will provide a qualified superintendent at the Project site to properly supervise all of Design Builder's employees, Subcontractors and their agents and employees, and other persons performing Construction Work and to ensure that the Construction Work is carried out in strict accordance with the Contract Documents. Design Builder's superintendent is key personnel and may not be changed without the County's written consent per Section 7.3.

7.13.3 Discipline. The Design Builder will enforce strict discipline and order at all times among Design Builder's employees, Consultants and Subcontractors and will not employ or contract with any unfit or unskilled person(s) or entities on this Project.

7.13.4 Coordination. All Construction Work will be coordinated and performed in accordance with the Contract Documents. The Supplemental Conditions (Exhibit 2) include additional information and requirements for field operations. Before starting each portion of the Construction Work, the Design Builder will: (i) review and compare the various Construction Documents relative to that portion of the Construction Work, as well as the Other Project Documents (Exhibit 3E) and information furnished by the County, Construction Manager, Consultants and Subcontractors that may affect proper installation of the Construction Work; (ii) field measure existing conditions related to that portion of the Construction Work; and (iii) observe any conditions at the site directly affecting that portion of the Construction Work.

(a) Field Measurements. The Design Builder will take field measurements to ensure proper matching and fitting of new construction with construction performed by County's Separate Contractors and existing conditions at the Project site.

(b) Submittals. All Submittals will be properly and timely submitted in accordance with Article 3 of the Supplemental Conditions (Exhibit 2).

(c) Furniture, Fixtures, and Equipment ("FF&E"). The Design Builder will cooperate with the Construction Manager and the County's Separate Consultants and Separate Contractors regarding coordination and timely procurement of all FF&E to ensure that the FF&E are procured in a timely fashion and in accordance with the Schedule. The Design Builder will provide all necessary backing, supports, and utility rough-in required for proper installation of the County's FF&E.

7.13.5 Site Logistics. The Design Builder, in collaboration with the Construction Manager will review the proposed Site Logistics Plan, make adjustments as may be required, submit revisions (if any) to the Construction Manager, Project Manager, and County



Representative for approval. The approved Site Logistics Plan will identify areas of the Project site that will be used for trailers, deliveries, staging, ingress, egress, etc. The approved Site Logistics Plan will be incorporated into the Project Manual as Tab 11. Adjustment to the proposed Site Logistics Plan will not be grounds for an adjustment in the Contract Price.

7.13.6 Layout and Protection. County will provide survey information per Section 4.4. The Design Builder is responsible for all layout and will employ a licensed surveyor to locate and provide all line and grade staking (including staking north/south and east/west gridlines) and setting 2 benchmarks, and will preserve and protect all benchmarks. Any additional surveying or layout caused as a result of Design Builder's or any of its Subcontractors' failure to take the necessary precautions to protect the data will be performed at Design Builder's own cost and expense.

7.13.7 Materials and Equipment. Storage of equipment and materials will be coordinated through the Construction Manager and in accordance with the most current, approved Site Logistics Plan. Design Builder will maintain, or cause its Subcontractors to maintain, all storage areas and will keep storage areas clean, safe, and secure.

(a) Long Lead Items. The Design Builder will collaborate with the other Project Team Members to establish a program to expedite ordering and delivery of materials and equipment in a timely manner and consistent with the Schedule.

(b) Shipment and Deliveries. Before shipment, delivery, and installation of materials and equipment, Design Builder will verify the stage of completion of the applicable Construction Work with the Construction Manager to determine the availability of facilities for access, delivery, transportation, and storage, and to correlate these observations with the requirements of the Contract Documents. All shipments and deliveries will be scheduled and coordinated in accordance with the most current, approved Site Logistics Plan and Schedule.

(c) Risk of Loss. All Construction Work stored at the Project site, or work related to the preparation or delivery of materials or equipment to the Project site, is performed exclusively at the risk of the Design Builder and will remain at the risk of the Design Builder until Final Completion. Materials and equipment stored offsite must be stored in a bonded or insured warehouse, and must be segregated and labeled "Property of El Dorado Safety Facility" and include the Project name and number. The County, Design Builder and its Subcontractors will be named as an additional insured under the Builder's Risk policy and, subject to the terms and conditions of that policy, may be insured for some or all of the risk of loss under this provision.

(d) Maintenance. The Design Builder will provide all maintenance and repairs for systems and equipment at its own costs and expense until the Substantial Completion Date.

7.13.8 Cutting and Patching. Design Builder and its Subcontractors will be responsible for all cutting, fitting, or patching required to complete the Construction Work or to make its parts fit together properly. The Design Builder and its Subcontractors will not damage or endanger any portion of the Construction Work, or fully or partially completed Construction Work, by cutting, patching, or otherwise altering the construction. The Design Builder and its



Subcontractors will not cut or otherwise alter the construction by Separate Contractors except with the prior written consent of the Construction Manager.

7.13.9 Testing and Inspections. Testing and inspections will be completed in accordance with Article 5 of the Supplemental Conditions (Exhibit 2).

7.13.10 Substantial Completion. When the Project or portion of the Project has achieved Substantial Completion, the Construction Manager will issue a certificate of Substantial Completion per Section 5.7 of the Supplemental Conditions (Exhibit 2) to be signed by the County and Design Builder. Upon issuance of the certificate of Substantial Completion, Design Builder and its Subcontractors will diligently complete the remaining Construction Work in accordance with the Contract Documents.

7.13.11 Commissioning. Design Builder will schedule and oversee the final testing and start-up of utilities, operational systems, and equipment, and assist the County with building commissioning in conjunction with the Criteria Architect, Construction Manager, County Representative and any County facility and maintenance personnel, and required Subcontractors. All inspections and testing will be conducted by special inspectors or by other Governmental Authorities (as applicable). During commissioning and before Final Completion, the Design Builder, Construction Manager, and County Representative will oversee Subcontractor operation, adjustment, and balancing of all equipment, and training of County's employees in the correct operation and maintenance of equipment.

7.13.12 Final Inspection and Acceptance. Final inspections and acceptance will be in accordance with Section 5.8 of the Supplemental Conditions (Exhibit 2).

7.13.13 Maintenance of Records. The Design Builder will maintain at the Project site for the County one record copy of the Agreed Program (Exhibit 3), the approved Design Development Documents, the Construction Documents, all permits, the BIM, all addenda, approved Submittals, Change Orders and other modifications, and RFIs in good order and marked correctly to record changes and selections made to the Construction Documents during design and construction. The Design Builder will maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels, and key site elevations certified by a qualified surveyor or professional engineer. All records will be available in the Design Builder's jobsite office and will be delivered to the Construction Manager at the Final Completion along with any other required close-out documentation required by the Contract Documents.

7.13.14 Close-Out. Before Final Completion, the Design Builder will transmit to the Construction Manager an electronic copy and 1 hard copy of all required as-built Drawings, the Record Model, operation and maintenance manuals, references, warranties, attic stock, keying schedule, etc., as required by the Contract Documents. As Built changes to the Construction Documents will be reflected in the final "As Built" revision of the CAD files and the Record Model. Such files and the Record Model will be turned over to the County. The USDA will receive a copy of the CAD files.

8. COMPENSATION

8.1 Contract Price. The County will pay the Design Builder the Contract Price which is based on the actual Cost of the Work up to the Guaranteed Maximum Price as described in



Section 8.1.1, and subject to adjustment through fully executed Change Orders. Except for items specifically excluded, all Work described in the Contract Documents will be included in the Contract Price whether or not specifically itemized in the GMP Breakdown, Qualifications & Assumptions (Exhibit 4A).

8.1.1 Guaranteed Maximum Price. The GMP is set forth in the Key Business Terms Sheet and set forth in Exhibit 4A. The GMP includes the Design Builder's Costs of the Work as defined in Section 8.2 and its Fee. The Design Builder is guaranteeing that the cost to complete the Work in accordance with the Construction Documents (Exhibit 4C) and Other Project Documents (Exhibit 3E) will not exceed the GMP unless authorized through executed Change Order. The GMP also includes a line item guarantee for Design Builder's home office overhead. The GMP Breakdown must include separate line items for the categories set forth in subparagraphs (a) through (g) below. The GMP Breakdown will be supported by a detailed estimate of the GMP that includes a direct cost line item breakdown per building. Indirect costs (insurance, overhead, bond, General Conditions and General Requirements) can just be included in the GMP Breakdown summary.

(a) Billable rates for Design Services performed through Consultants must be calculated in accordance with subparagraph 8.2.1(a) and are set forth in Exhibit 4B. The cost for Design Services will be included as a separate line item in the GMP and will be billed at actual cost. Portions of the Design Services performed by Design-Build Subcontractors are to be carried in the appropriate direct cost line item for that specific trade.

(b) Direct Costs for Construction Work. Direct costs for Construction Work will comply with the applicable Cost of the Work requirements set forth in Section 8.2 and must be itemized into separate line items by trade.

(c) Indirect Costs for Construction Work. Indirect costs for Construction Work will include Design Builder's General Conditions, General Requirements, design and construction contingency, home office overhead, insurance, payment and performance bond, and Fee.

(i) Design Builder's General Conditions are defined in Exhibit 1 and further described in subparagraph 8.2.1(b). All billable rates must be calculated in accordance with Section 8.2.1(b) and are set forth in Exhibit 4B. The cost for Design Builder's General Conditions will be included as a separate line item in the GMP.

(ii) Design Builder's General Requirements are defined in Exhibit 1 and further described in Section 8.2.3. Design Builder's field labor employees used for maintaining the Project site (e.g. carpenters and laborers) are included in General Requirements. However, field labor for self-performed Construction Work must be carried in the appropriate direct cost line item for that specific trade work and not in General Requirements. Design Builder's General Requirements are set forth in Exhibit 4D.

(iii) Design and Construction Contingency. Contingency may be used by the Design Builder at its discretion to cover situations such as unanticipated field conditions, scope gaps, correction of design errors or omissions, re-sequencing of the Work, or acceleration in the Schedule as may be necessary to meet the date for Substantial Completion of the public service and evidence buildings or the Substantial Completion Date. Contingency will not be used for any of the Change Order conditions set forth in Section 11.2. Use of the



Design Builder's contingency will be transparent and Design Builder will transfer the amount of contingency used into the appropriate line item. The amount for Design Builder's design and construction contingency is set forth in the Key Business Terms Sheet and included in the GMP. All unused contingency will accrue to the County.

(d) Allowances. To the extent the GMP includes allowances, the allowances items must be specifically identified and included in separate line items per building. The allowance line item must include all direct costs including labor, materials, equipment, transportation, unloading, storage, supervision, unloading and handling of materials and equipment at the site. Upon procurement, the allowance will be reconciled through additive Change Order for overage amounts per Article 11. All unused allowance amounts will accrue 100% to County through deductive Change Order. Design Builder's overhead, bond and Fee adjustment will be calculated based on the final direct costs included in the reconciliation of the allowance based on the percentages set forth in the Key Business Terms Sheet as part of the Change Order.

(e) Insurance and Security. The cost for Design Builder's insurance and payment and performance bond must be included in separate line items of the GMP. Design Builder's insurance requirements are set forth in Exhibit 6A.

(f) Home Office Overhead. The cost for Design Builder's home office overhead as defined in Section 8.3 is included in the GMP and will be charged on a monthly basis per the percentage stated in the Key Business Terms Sheet multiplied by the Direct Costs, subject to the not-to-exceed ("NTE") dollar amount. The NTE dollar amount is a line item guarantee within the GMP, subject to adjustment through executed Change Order. The Design Builder's home office overhead percentage and NTE amount is set forth in the Key Business Terms Sheet and included in the GMP.

(g) Fee. A lump sum Fee is Design Builder's profit. Design Builder's Fee is set forth in the Key Business Terms Sheet and included in the GMP. Design Builder's lump sum Fee is not subject to decrease if the actual Contract Price is less than the GMP.

8.2 Cost of the Work. The term "Cost of the Work" includes costs necessarily and properly incurred by Design Builder in the performance of the Work. The Cost of the Work will be at rates not higher than the standard paid at the place of the Project except with prior consent of the County. The Cost of the Work includes only those reimbursable items set forth in Sections 8.2 through 8.3, and only includes the price incurred by the Design Builder without any duplicative charge for items that fit into more than one category, and is subject to the compensation provisions set forth in Section 8.1, and the audit provisions set forth in Section 10.10. Design Builder will include these same provisions in all Consultant agreements and subcontracts where Consultant or Subcontractor is being compensated on either a not-to-exceed basis or a guaranteed maximum price basis. These same provisions will also apply to subcontract change orders, regardless of compensation model. For the purpose of Change Orders, "direct costs" includes the cost of all subcontracted work or self-performed Construction Work but does not include Design Builder's General Conditions, General Requirements, insurance, bond, home office overhead, or Fee.



8.2.1 Labor and Services.

(a) Design Services. Reimbursable costs for Consultants performing design or consulting services during the design and preconstruction stage and construction stage will be charged per the Billable Rates set forth in Exhibit 4B to the Agreement. Billable rates must be inclusive of any and all costs necessary for performance of the design or consulting services including basic wages, payroll taxes, and employer benefit payments for health and welfare (net of employee contribution withholding), pensions, vacations/holidays, supplemental dues, training, 401K benefits, and other benefits or payments required by law, and will include design reimbursable expenses, overhead, burden, and profit. The billable rates will not include annual bonuses or salary adjustments that include annual bonuses.

(b) General Conditions. General Conditions include Design Builder's employee costs for preconstruction services, project management, superintending, project engineering, safety, accounting, planning and scheduling, purchasing, estimating, and BIM modeler(s) who are specifically assigned to the Project, but only for that portion of employee time required for the Construction Work. Reimbursable costs for Design Builder's employees assigned to the Project during the design and preconstruction stage and construction stage will be charged per the Billable Rates set forth in Exhibit 4B. Billable Rates will include direct labor expenses including employer benefit payments for health and welfare (net of employee contribution withholding), pensions, vacations/holidays, supplemental dues, training and 401(k) benefits, and other benefits or payments required by Applicable Law but will not include home office overhead or profit. The Billable Rates must not include annual bonuses or salary adjustments that include annual bonuses.

(c) Field Labor. Field labor costs are limited to hours of labor performed by workers performing Construction Work on site or at off-site locations. The labor rates must be inclusive of basic hourly wages, payroll taxes, and employer benefit payments for health and welfare, pensions, vacations/holidays, supplemental dues, and training, plus any other benefits or payments required by law or applicable collective bargaining agreements. The labor costs associated with foremen and lead-men are included in field labor and all self-performed Construction Work will be compensated as field labor. The cost of Design Builder's field labor employees (e.g., laborers and carpenters maintaining the site) will be included in Design Builder's General Requirements (Exhibit 4D). Self-performed trade work using field labor will be carried in the GMP under the appropriate direct cost line item for that specific trade. Per diem for union labor will be pursuant to the applicable collective bargaining agreement.

(d) Subcontractor Costs. Subcontractor costs include payments made to subcontractors per their written subcontracts, provided the written subcontract conforms to the requirements of this Agreement. All written subcontracts providing for compensation on a cost-reimbursable basis will include a reimbursable and non-reimbursable section that substantially incorporates the provisions set forth in this Section 8.2 and specifically defines the categories of services or labor and the rates in dollar amount per hour. Subcontracts must include hourly field labor rates per subparagraph (c) above for standard time, double time, and over time work. Design-Build Subcontractors performing portions of the Design Services will include costs for Design Services and portions of the Construction Work in the appropriate direct cost line item for that specific trade.

8.2.2 Cost of Materials and Equipment Incorporated Into the Project. Cost of materials and equipment under this Section include actual costs for materials and equipment,



including transportation and storage of materials and equipment incorporated or to be incorporated into a Project and including costs of materials in excess of those actually installed to allow for reasonable waste and spoilage.

(a) Excess Materials and Equipment. Unused excess materials or equipment, if any, will become County's property at Final Completion. To the extent that County directs Design Builder to sell excess materials or equipment, any amounts realized from the sales will be credited to County through the payment application process.

(b) Discounts, Rebates and Refunds. Design Builder will notify County of available discounts, rebates and refunds. Cash discounts obtained on payments made by Design Builder will accrue to County.

8.2.3 General Requirements include the following:

(a) The cost of Design Builder's field labor employees (e.g., laborers and carpenters maintaining the site, but not self-performed trade work).

(b) Costs for jobsite computers, copiers, telephones, communication radios (direct-connect), digital cameras, postage, office supplies, and jobsite office equipment. Data processing costs are limited to internet access at that Project site and the cost of personal computer hardware (including servers and printers) required at the Project site and used in handling normal day-to-day Project administration, management and control of the Project. To the extent company laptops are utilized, that cost will be carried in Design Builder's home-office overhead amount as Design Builder will maintain ownership of company laptops. Software license fees incurred specifically for the Project to the extent purchased and previously approved by the County. All computers and equipment purchased for the jobsite offices will be turned over to the County upon Final Completion.

(c) Costs for jobsite trailers for Design Builder's field office space, as well as a separate trailer for the Construction Manager and special inspector.

(d) Costs for temporary facilities for construction operations such as power, water, and sanitary.

(e) Costs for security and fences.

(f) Costs associated with the Design Builder's safety program directly related to the Project, including but not limited to safety equipment, temporary protection and barricades, signage, and traffic control.

(g) Costs, including transportation and storage, installation, maintenance, dismantling, and removal of construction materials, supplies, machinery, equipment, and hand tools (not customarily owned by field labor) that are provided by the Design Builder at the site and fully consumed in the performance of the Construction Work. If items are not fully consumed, the cost less salvage value, whether sold to others or retained by the Design Builder, will be included. Salvage value will be the fair market value.

(h) Rental Charges and Design Builder Owned Equipment. Rental charges for temporary facilities and equipment that are provided at the site, whether rented from the Design Builder or others, including costs for transportation, installation, minor repairs and



replacements, dismantling, and removal. Approved rates for equipment owned by the Design Builder or an affiliate are set forth in Exhibit 4C. Regardless of whether equipment is owned by Design Builder (or an affiliate) or rented, approved equipment rates will be no more than those prevailing in the area. The aggregate rental amounts for any one piece of equipment cannot exceed 80% of its fair market value at the time it is placed in service for this Project. All rented equipment will be subject to the equipment rental terms and conditions approved in advance by the County.

(i) Costs of removal and disposal of debris from the site.

(j) Cost for reproducing or printing documents related to the Work.

(k) Costs for physical models and mock-ups requested and approved, in advance and in writing, by the County.

(l) Costs for the personal protective equipment required at job site.

Design Builder is responsible for acquiring and using the personal protective equipment in an appropriate manner.

8.2.4 Miscellaneous

(a) Sales, use, or similar taxes imposed by a Governmental Authority that are related to the Work.

(b) Costs for insurance coverage, including County approved deductibles and self-insured retention up to the agreed amounts set forth in Section 2.9 of Exhibit 6A, required under this Agreement (excludes County provided insurance).

(c) Cost of Design Builder's payment and performance bond.

(d) Fees and assessments for plan check, permits, licenses and inspections, and laboratory tests required by the Contract Documents and that are not paid directly by the County, except those related to defective or non-conforming Construction Work, or the negligence or fault of the Design Builder, or its Consultants or Subcontractors, for which reimbursement is excluded.

(e) Deposits lost for causes other than the Design Builder's or its Subcontractors' or suppliers' negligence or failure to fulfill their respective responsibilities under the Contract Documents

(f) Royalties and license fees paid for the use of a particular process or product required by the Contract Documents and the cost of defending any suits or Claims for infringement of patent rights arising from specific requirements of the Contract Documents that were prepared by County or its Separate Consultants or Separate Contractors and provided that Design Builder did not know that the use of the particular design, process, or product was an infringement, and that those portions of the Work were not designed by Design Builder or any of its Consultants, or Design-Build Subcontractors.

(g) Costs incurred in taking action to prevent threatened damage, injury, or loss in case of an emergency that threatens the safety of persons or property.



8.3 Overhead. General home office overhead and burden expenses are included in the GMP as a not-to-exceed (“NTE”) amount and therefore overhead is a line item guarantee. The Design Builder’s NTE amount for home office overhead is set forth in the Key Business Terms Sheet and will be included in Exhibit 4A. Overhead includes full compensation for any home office personnel who are not directly assigned to the Project or included in the Billable Rates; any other reasonable home office overhead expenses such as rent, routine telecommunications, all cell phones and laptops whether used by site personnel or home-office, technology fees, copying, electronic mail, and computer time; and all costs of business and/or operating permits, licenses, fees and taxes, required by any Governmental Authorities or labor agreements to enable the Design Builder to be qualified to do business and perform the Work.

8.4 Non-Reimbursable. The following costs are not reimbursable expenses and cannot be included as part of the Cost of the Work:

- (a) Benefits and burdens not included in the Billable Rates.
- (b) Annual bonuses and non-customary benefits of salaried employees.
- (c) Any cost resulting from fraud, willful default, or willful misconduct.
- (d) Capital expenses, including interest on its capital employed for the Work.
- (e) Rental costs of machinery and equipment, except as specifically provided in Section 8.2.3(h).
- (f) Small tools, which includes all tools and equipment used by Design Builder or Subcontractors with a value of \$750.00 or less.
- (g) Costs related to warranty incurred after Final Completion.
- (h) Legal fees, settlements, and/or judgments
- (i) All other costs not specifically included as a Cost of the Work under Sections 8.2 through 8.3.

9. SCHEDULING

9.1 Contract Time. The Contract Time is the time allotted in the Baseline Schedule (Exhibit 5A) for Substantial Completion of the public safety and evidence buildings and the entire Work. With respect to the public safety and evidence buildings, the Contract Time is June 30, 2019 (Substantial Completion). With respect to all other Phases of the Work, the term Contract Time means Substantial Completion of the entire Project (Substantial Completion Date). The Contract Time will only be extended through executed Change Order for a permitted delay as described under Section 9.5. The Schedule must comply with Section 9.4. Design Builder is subject to liquidated damages per Section 9.9 for failing to complete the Work within the applicable Contract Time (as adjusted through Change Order).

9.2 Prosecution of the Work. Design Builder will commence Work when notified to do so by the County Representative per Section 9.3.2 and will diligently prosecute and complete



the Work pursuant to the Schedule. Design Builder will coordinate its Work with other work and services being performed by Separate Contractors and Separate Consultants on the Project in a manner that avoids delays, obstructions, hindrances, or any interference with the commencement, progress, or completion of the whole or any part of the Work, and in accordance with the Contract Time.

9.3 Commencement.

9.3.1 Design Services. The date of commencement of the Schematic Design Documents as described in Section 7.10 will be documented by a notice to proceed issued by the County Representative.

9.3.2 Construction Work. The date of commencement of the Construction Work will be documented by the notice to proceed issued by the County Representative and a written concurrence by the USDA.

9.4 Project Scheduling. The Baseline Schedule is set forth in Exhibit 5A. Adjustments to the Baseline Schedule will be reviewed by the Construction Manager and must be approved by the County Representative. Contract Time will not be adjusted unless there is a permitted delay per Section 9.5. The most current, approved Project schedule will be referred to as the Schedule. Design Builder will maintain the detailed, critical path method ("CPM") Schedule in precedence diagramming method (PDM) format using Primavera version 6 (or other format approved by the County Representative) that coordinates and integrates all Design Services with milestone dates for completion of Schematic Design Documents, Design Development Documents, completion of Construction Documents (Exhibit 3C), procurement of long lead items and subcontracts, and (at a minimum) setting forth deadlines for permit, commissioning, punch-list, Substantial Completion of the public safety and evidence buildings, and the Substantial Completion Date, and Final Completion within the Contract Time, as well as any other milestone dates. The Schedule will be broken down by stage, activity and duration and will be used to identify the sequence of activities in order to plan, organize, execute, and monitor the Work. The Schedule will be Design Builder's master schedule and will be used to record and report actual performance and progress, and to outline how the Design Builder plans to integrate design and construction and coordinate the Work in order to ensure accurate and timely completion of all Work. The Schedule must include sufficient time for design review and approval of Submittals as required under Article 3 of the Supplemental Conditions (Exhibit 2), and should include the number of Adverse Weather days per year as defined in Exhibit 1. The Project will own all Float and unused Adverse Weather days in the Schedule. The Design Builder will not utilize Float suppression techniques or artificial restraints, constraints, lags or durations to lessen or control the amount of total or free Float contained in the network. All coding included in the Schedule must be transferrable and readable by the Construction Manager, and code structure will enable a sort by activity code in the form of a summary schedule. The Schedule must clearly indicate when the County needs to perform necessary County activities such as making critical decisions regarding design and procurement and delivery of County procured FF&E.

9.4.1 Last Planner System. All planning and scheduling performed on the Project will use "pull scheduling" techniques pursuant to the Last Planner System™. In order to be pull-based, the planning system must be based upon requests from a Project Team Member to other Project Team Members upon whom the requester's work or service is dependent, and receipt of reliable promises made by the upstream performer about when it will finish the work or



service agreed upon per the hand-off criteria in order to enable the downstream performers to begin their respective portion of the Work. At a minimum, the system must include the milestones set forth in Section 9.4, collaboratively created Lean Phase Plans per Section 9.4.2, make-ready work plans per Section 9.4.3, and a method for measuring, recording, and improving planning reliability. The pull schedules will form the framework for updating the Record Schedule throughout the duration of the Project.

9.4.2 Lean Phase Planning. Lean Phase Plans must be based on collaborative planning through direct communications by all Project Team Members performing work or services in a particular Project Phase, who, working backwards from the Schedule milestones, create collaborative Lean phase schedules indicating when their portion of the work or services will be completed. Direct communications among Project Team Members allows the various parties to make reliable promises to each other, and specifically discuss and negotiate the hand-off criteria or other conditions of satisfaction that are mutually understood and agreed upon.

9.4.3 Work Plans. As part of the Lean phase planning, the Design Builder in collaboration with the County, Construction Manager and other Design Build Team Members will establish a work plan to review upcoming design and construction performance requirements and establish the frequency of look ahead meetings and work plan schedules. The work plan schedules will document all Work performed during the prior week's period and project Work to be performed during the upcoming week(s). The work plans are to be used as a working tool to reflect commitments made in look ahead meetings, evaluate any upcoming constraints or schedule slippages, identify workable backlog, and collaborate with Project Team Members on methods for labor efficiency. Work flow will be scheduled to optimize the flow of Work through the Project and reduce bottlenecks and activities that will not advance the Contract Time or other milestone dates that are included in the Schedule.

9.4.4 Record Schedule. The Design Builder will prepare and update the Record Schedule from the Last Planner System described in Section 9.4.1. The updated Record Schedule will document the as-built schedule and provide an accurate accounting of when the Work was performed, if there were revisions to the Schedule, and why such revisions were made. The Record Schedule must be updated weekly.

9.5 Permitted Delays. If the Design Builder is delayed in the commencement, prosecution or completion of the Work by one of the conditions set forth in Section 11.2, and, as a direct result of the delay, either the Substantial Completion of the public safety and evidence buildings is extended, or the Substantial Completion Date for the entire Project is delayed, then the Contract Time may be extended per Section 11.9, for the same period of time that the applicable Substantial Completion date was delayed less the duration, if any, for delays caused by the fault, or negligent act or omission of the Design Builder or any of its employees, Consultants, Subcontractors, suppliers, or equipment vendors ("concurrent delays"). If the Contract Time is extended, the Contract Price and Contract Time will be adjusted per Article 11. However, no adjustments to Contract Time or Contract Price will be allowed unless written notice was provided to the Construction Manager with a copy to the Project Manager and County Representative within 5 business days of commencement of the delay. The notice must briefly describe the circumstance and provide a rough estimate of the delay time per Section 11.4. Before any adjustments in Contract Time or Contract Price, the Design Builder must demonstrate the duration of the delay through fragnet analysis after taking into account any concurrent delays, that the delay could not have been anticipated or avoided, and that



commercially available means were taken to mitigate or minimize the consequences of the delay. Delays will be measured from the effective Schedule in place at the time of delay. Delays of non-critical path Work will not be a basis for an extension of Contract Time or an adjustment to Contract Price.

9.6 Schedule Slippage. Design Builder will notify the Construction Manager in writing with a copy to the Project Manager and County Representative within 5 business days of any delay in the Schedule as a result of its Work and must submit a detailed recovery plan to Construction Manager for evaluation and County's approval. The detailed recovery plan must be submitted within 2 business days of the notice (so within 7 business days from date of delay). All costs associated with the recovery will be the responsibility of the Design Builder unless the Design Builder is entitled to an extension of time per Section 9.5 and pursuant to Section 11.4.

9.7 Acceleration. The County, through Construction Manager, may direct the Design Builder and its Subcontractors and Consultants to work overtime. If the Design Builder and its Subcontractors and Consultants are not in default under any of the terms or provisions of this Agreement, their respective subcontracts and/or agreements, or any of the other Contract Documents, the County will pay the Design Builder and its Subcontractors and Consultants for actual additional wages and/or billable rates paid, if any. All additional wages and billable rates are subject to audit.

9.8 Schedule Updates. Design Builder will provide Schedule updates with its monthly progress report per Section 1.9 of the Supplemental Conditions (Exhibit 2). Design Builder will update its Resource Loaded Work Plan (Exhibit 4C) accordingly, for use as a management tool to track variations in Costs of the Work related to Design Builder's and its Consultants labor expenses for services performed during the design stage and construction stage.

9.9 Liquidated Damages. County and Design Builder acknowledge and agree that if Design Builder fails to achieve Substantial Completion of the public safety and evidence buildings, or Substantial Completion of all other Phases of the Work within the applicable Contract Time as further described in Section 9.1, the County will suffer damages that are both extremely difficult and impracticable to ascertain. Therefore, County and Design Builder agree that, in the event Design Builder fails to achieve Substantial Completion of public safety and evidence buildings, or Substantial Completion of all other Phases of the Work the within the applicable Contract Time, Design Builder will pay to County as liquidated damages, and not as a penalty, the applicable amount(s) set forth in Sections 9.9.1 or 9.9.2 (or both) until such time that Substantial Completion is achieved. Payment of liquidated damages represents a reasonable estimate of fair compensation for the losses that reasonably may be anticipated. County and Design Builder acknowledge and agree that this liquidated damages provision will be County's only remedy for delay damages caused by Design Builder's failure to achieve Substantial Completion of the public safety and evidence buildings, or Substantial Completion of all other Phases of the Work within the applicable Contract Time. Nothing contained in this Section will preclude the County from recovery for actual damages caused by reasons other than the Design Builder's failure to timely achieve Substantial Completion within the Contract Time including, but not limited to, claims for actual losses incurred due to breach of contract, negligence, errors or omissions in the Design Services, defective Construction Work, injury to persons or property or third party Claims. Design Builder acknowledges and agrees that the Liquidated Damages amount for the public safety and evidence buildings, and for Work included



in all other Phases of the Project is a reasonable amount for the County's consequential damages due to delay under the circumstances and existing at the time of the Effective Date of this Agreement. Liquidated Damages may be assessed individually if only one Contract Time is impacted or simultaneously if the Contract Time for both the public safety and evidence buildings as well as the Substantial Completion Date for all other Phases of the Work is impacted by an unexcused delay.

9.9.1 Liquidated Damages for failure to achieve Substantial Completion of the public safety and evidence buildings within the applicable Contract Time per Section 9.1.

(a) 0-30 days past Contract Time will be assessed at \$1,000/calendar day.

(b) 31-60 days past Contract Time will be assessed at \$2,500/calendar day.

(c) 61 days past Contract Time and beyond will be assessed at \$5,000/calendar day.

9.9.2 Liquidated Damages for failure to achieve Substantial Completion of the entire Work by applicable Contract Time per Section 9.1.

(a) 0-15 days past Contract Time will be assessed at \$0/calendar day.

(b) 16-60 days past Contract Time will be assessed at \$1,500/calendar day.

(c) 61 days past Contract Time and beyond will be assessed at \$5,000/calendar day.

10. PAYMENT

10.1 Applications for Payments. Payment applications must include a Schedule of Values per Section 10.1.1 and be prepared in accordance with the Payment Application Form provided in Project Manual Tab 2A. The period covered by each payment application will be one calendar month. The payment application will include an itemized breakdown of the Cost of the Work incurred for that particular calendar month, plus the applicable portion of any approved Change Orders, stored materials and equipment, as well as the applicable portion of Fee. The itemized breakdown for Design Services must include a description of the tasks performed by employee or Consultant and the associated hours expended multiplied by the applicable agreed billable rates (Exhibit 4B). Compensation for Construction Work must similarly include an itemized breakdown and necessary back-up substantiating the amounts billed as Cost of the Work through the date of the application for payment. Each payment application must be signed by Design Builder attesting to its accuracy. The Construction Manager, Project Manager, the USDA, and the County will be allowed to rely upon the Design Builder's statement of accuracy.

10.1.1 Schedule of Values. The Schedule of Values (Exhibit 4E) will allocate the GMP among the various portions of the Work and will include separate line items as described in Section 8.1.1. The approved Schedule of Values will be incorporated into the Agreement as



Exhibit 4E and will be submitted with each application for payment reflecting the value of the Work performed and the percentage of completion.

10.2 Progress Payments. Design Builder's payment applications will be submitted on the 25th day of the month for initial review by the Construction Manager and will be evaluated per Section 10.2.1. A review meeting will be held between the Construction Manager, Project Manager, County Representative, and Design Builder within 5 business days of submission to resolve any disagreements regarding amounts. The Design Builder will submit its certified application for payment to the Construction Manager by the 10th day of the subsequent month for review and approval by the County for payment and the USDA for disbursement of funds. The County will make monthly progress payments on all undisputed Work within 30 calendar day's receipt of a certified application for payment that was properly submitted pursuant to the procedures set forth in this Section.

10.2.1 Evaluation. Before submitting the certified application for payment to the County and the USDA, Construction Manager will review and make recommendations for payment based on the supporting documentation provided by Design Builder per Section 10.2.5, and Construction Manager's observations and evaluation of the Work. The approved Schedule of Values (Exhibit 4E) and current Resource Loaded Work Plan (Exhibit 4C) will be used for reference and as management tools but payment will be made based on actual Cost of the Work incurred. Based on that review, Construction Manager will forward the certified application for payment to the County Representative for approval with a recommendation that the County pay all undisputed items. Concurrently the County will transmit the certified application for payment to the USDA for approval of disbursement of funds to the County. An approval of an application for payment is subject to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to Final Completion and to specific qualifications expressed by the Construction Manager, Project Manager, the USDA, or the County. Construction Manager, Project Manager, the County, and the USDA are entitled to rely on the accuracy and completeness of the information furnished by the Design Builder and approval will not be deemed to represent that a detailed examination, audit, or arithmetic verification of the documentation submitted with the Design Builder's application for payment has been made or that exhaustive or continuous on-site inspections have been made to verify that the Work is in accordance with the Contract Documents. A recommendation for payment by Construction Manager or payment by the County does not represent that Construction Manager, Project Manager, the USDA, or the County has ascertained how or for what purpose the Design Builder has used money previously paid.

10.2.2 Retention. The County will withhold 5% retention on the entire amount for the cost of the Construction Work included in each monthly application for payment under Public Contract Code section 22167. Retention will be withheld until the Project achieves Final Completion unless the County, in its sole discretion, agrees to release the Design Builder's retention earlier and provided that the Work has been accepted by the County, the USDA, the Construction Manager, and necessary Governmental Authorities.

10.2.3 Change Orders. Applications for payment may include requests for payment on account of changes in the Work that have been properly authorized.

10.2.4 Stored Materials and Equipment. Stored materials may be included in the application for payment provided the materials are properly stored in accordance with Section 7.13.7 and a complete invoice accompanies the application for payment. However, payment for



materials and equipment stored off- site will only be made if recommended by Construction Manager, and approved by the USDA and the County beforehand, and provided that a UCC-1 Statement is executed, and proof of insurance and the UCC-1 Statement is provided as part of the back-up in the application for payment.

10.2.5 Supporting Documents. Each payment application will be accompanied by a monthly progress report per Section 1.9 of the Supplemental Conditions (Exhibit 2) and sufficient documentation supporting the Cost of the Work included in the application for payment including, without limitation: (i) receipts, purchase orders, contracts, time reports, and other documentation reasonably required by the Construction Manager, Project Manager, USDA, or the County; (ii) executed conditional waiver and release forms complying with California state law covering all Work performed during the billing period by Design Builder, and its Consultants and Subcontractors, suppliers, and equipment vendors (Project Manual, Tab 2B); and (iii) certification and unconditional waivers and releases evidencing that Design Builder has paid all Consultants, Subcontractors, suppliers, and equipment vendors prior amounts due and owing from amounts previously received from the County and has no knowledge of any recorded stop payment notices with respect to the Work performed, and that all Consultants, Subcontractors, suppliers, and equipment vendors will be paid with the proceeds for Work covered under the certified payment application.

10.2.6 No Waiver. Payment by County will not constitute approval or acceptance of any Cost of the Work or Fee included in the payment application or final acceptance or approval of that portion of the Work.

10.3 Right to Withhold Payment. The Construction Manager may refuse to recommend payment, and the County Representative or USDA may refuse to approve a payment application or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or any part of a prior payment application to the extent the Construction Manager, County Representative, or USDA Representative determines is necessary to protect the County from loss due to one or more of the conditions listed in Sections 10.3.1 through 10.3.12. When and to the extent the reason for withholding payment no longer applies, the withheld amount will be paid without interest.

10.3.1 Deficient Design Services or nonconforming Construction Work not remedied.

10.3.2 Third-party Claims filed against the County or the Project or reasonable evidence indicating probable filing of Claims, unless security acceptable to the County and the USDA is provided.

10.3.3 Failure of Design Builder to provide supporting documentation as required under Section 10.2.5, or to make timely payments to Consultants, Subcontractors, suppliers, and equipment vendors for Design Services, labor, materials, or equipment.

10.3.4 Damage to the County or its Separate Consultants or Separate Contractors if the Design Builder, or any of its Consultants, Subcontractors, suppliers, or equipment vendors are potentially liable.

10.3.5 Failure of the Work to progress in accordance with the Schedule and Resource Loaded Work Plan, and reasonable doubt (in the County's sole discretion) that the



Work can be completed within the Contract Time and/or for the remaining balance of the Contract Price (taking into account any Liquidated Damages under Section 9.9 that would be due and owing from Design Builder as a result of unexcused delay).

10.3.6 Failure to comply with scheduling requirements set forth in Article 9 or provide the County Representative with timely monthly progress reports as required under Section 1.9 of the Supplemental Conditions (Exhibit 2).

10.3.7 Failure of the Design Builder to maintain the BIM or update as-built documentation.

10.3.8 Failure of the Design Builder to maintain the Record Schedule or furnish P6 Schedule file as required under Section 1.9.2 of Exhibit 2.

10.3.9 Disputed amounts included in the application for payment or insufficient documentation, erroneous estimates for value of the Work performed, or other incorrect statements in a payment application.

10.3.10 Failure to keep the site premises clean and safe to the satisfaction of the Construction Manager and County Representative.

10.3.11 Failure to carry out the Work in accordance with any term or condition in the Contract Documents.

10.3.12 Failure to provide the complete monthly report required by Public Contract Code 2602 (regarding skilled and trained workforce).

10.4 Payments to Consultants and Subcontractors. The County does not have an obligation to pay, or to see that payment is made to a Consultant, Subcontractor, supplier, or equipment vendor except as may otherwise be required by Applicable Law. The Design Builder will make payments to its Consultants, Subcontractors, suppliers, and equipment vendors no later than 5 business days after Design Builder's receipt of payment from County. The County reserves the right to issue joint checks to Design Builder's Consultants, Subcontractors, suppliers, and equipment vendors. The County will require unconditional waivers and releases for previous payment per Section 10.2.5.

10.5 Warranty of Title. Design Builder warrants that title to all Work, materials, and equipment covered by a payment application, whether incorporated into the Project or not, will pass to the County at the time of payment, free and clear of all stop payment notices, Claims, security interests or encumbrances in favor of Design Builder, its Consultants, Subcontractors, suppliers, equipment vendors, and other persons and entities entitled to make a Claim by reason of having provided Design Services, or labor, materials, or equipment relating to the Construction Work. If Design Builder has received payment for the Work at issue, Design Builder will defend, indemnify, and hold the County harmless pursuant to Section 12.4.

10.6 Final Payment. Upon Final Completion, the Design Builder will prepare and submit two final applications for payment: One for the total Cost of the Work including remaining retention amounts for Subcontractors, suppliers, and vendors which will be submitted upon Final Completion; and a second final payment application that includes Design Builder's remaining retention and Fee, which will be submitted within 30 days of the County recording a Notice of Completion. Both applications for payment will be submitted to the Construction



Manager for review and recommendation to the Project Manager, USDA and County Representative for approval. Upon approval of the first application for final payment by the USDA Representative and the County Representative, the County will make payment of all undisputed Cost of the Work amounts (inclusive of Subcontractors', suppliers', and vendors' retention) to the Design Builder within 30 days of receipt of a certified final payment application. The County will record a Notice of Completion within 15 days of Final Completion. The County will release final payment to the Design Builder for Design Builder's remaining retention and Fee within 30 days of recording the Notice of Completion.

10.6.1 Supporting Documents. The Design Builder will provide the same supporting documentation for both payment applications as required under Section 10.2.5. Within 5 calendar days after receipt of final payment for the first final application submitted in accordance with Section 10.6 for final payment, the Design Builder will provide the County Representative and the USDA with an executed unconditional waiver and release per California state law covering Work performed by the Design Builder and its Consultants and Subcontractors, suppliers, and equipment vendors. Upon receipt of payment for the second and final application for payment (Design Builder's remaining retention and Fee only), Design Builder will provide an unconditional waiver and release to the County and USDA within 5 calendar days of receipt of final payment.

10.7 Payment Not Acceptance of Work. Approval of an application for payment (final or otherwise) or partial or entire use or occupancy of the Project by the County will not be used as conclusive evidence that the Work was properly performed or constitute acceptance of Work that is not in accordance with the Contract Documents.

10.8 Waiver of Claims. Acceptance of final payment by the Design Builder will constitute a waiver of Claims by Design Builder and its Consultants, Subcontractors, suppliers, and equipment vendors except for those previously made in writing in accordance with the terms of Articles 11 and 16, and identified by the Design Builder as unsettled at the time of final application for payment.

10.9 No Right to Stop Work. If Design Builder disputes any determination with respect to any payment application, it will nevertheless expeditiously continue to prosecute the Work, provided that undisputed amounts are timely paid. The County will not be deemed to be in default or breach of contract for withholding of any payment under Section 10.3. Design Builder may submit unresolved payment disputes as a Claim under Article 16.

10.10 Audit Rights.

10.10.1 In accordance with Government Code Section 8546.7, records of both the County and the Design Builder will be subject to examination and audit by the State Auditor General for a period of 3 years after final payment. Design Builder will make available to the County any of the Design Builder's other documents related to the Work immediately upon request of the County as set forth in Section 10.10.3.

10.10.2 The County, and agencies designated by the County (including the USDA) may audit Design Builder's Project records at any time throughout the duration of the Project and for a period up to 3 years after Final Completion upon 10 business days' written notice. The audit will take place during normal business hours and will be coordinated with Design Builder. However, before execution of this Agreement, the Billable Rates set forth in



Exhibit 4B were vetted by the County, Project Manager, and Construction Manager and therefore will not be subject to further audit unless the County reasonably suspects that the Design Builder or its Consultants (or Subcontractors, if included in the Billable Rates) have committed fraud. Regardless, the Construction Manager, Project Manager, or County Representative may conduct verifications including, but not limited to, counting employees at the Project site, witnessing the distribution of payroll, verifying information and amounts through interviews and written confirmations with employees, Consultants and Subcontractors, suppliers, and equipment vendors. Should the audit indicate that Design Builder's records were fraudulently or negligently prepared or maintained, the County reserves the right to seek damages and legal remedies from Design Builder in accordance with Applicable Law.

10.10.3 Availability of Records. Upon notice of audit, Design Builder will produce all Project records related to: (i) establishing the Contract Price and Schedule, as amended; (ii) Costs of the Work and all job-cost reports; (iii) procurement of Consultants and Subcontractors, suppliers, and equipment vendors; (iv) payment applications; (v) Change Orders and any back-charges; (vi) insurance cost information, as well as any information that Design Builder, its Consultants, or Subcontractors provide to the County, Project Manager, the USDA, or Construction Manager for the purpose of confirming the accuracy of such information; and (vii) any other supporting evidence deemed necessary by the County or the USDA to substantiate charges related to the Work.

11. CHANGES

11.1 General. Changes in the Work will only be authorized by a minor change in the Work per Section 11.7, a Field Work Order issued per Section 11.6, or executed Change Order, and must be performed under the applicable conditions of the Contract Documents. A Change Order signed by the County's Signatory for Change Orders, the Design Builder Signatory, and the USDA Representative documents an agreement to an adjustment in Contract Price or Contract Time or both. An executed Change Order fully and completely resolves any Claim by Design Builder, its Consultants, Subcontractors, suppliers, and equipment vendors for additional compensation or time arising from or related to the subject of the Change Order. Timely submission of a Change Order Request ("COR") per this Article 11 is a condition precedent to Design Builder's and any of its Consultants', Subcontractors', suppliers', and equipment vendors' ability to recover for a changed condition.

11.2 Conditions for Change. Change Orders are limited to the following circumstances:

- 11.2.1 County Elected Change.
- 11.2.2 Adverse Weather.
- 11.2.3 Force Majeure.
- 11.2.4 Unforeseen and Differing Site Conditions.
- 11.2.5 County Caused Delay.
- 11.2.6 Governmental Authority Caused Delay.



11.2.7 Labor disputes that cause Work stoppage at the Project Site for more than 10 business days; provided that Design Builder could not have avoided delay to the critical path of the most current, approved Project schedule by instituting a dual gate or by use of other good faith, commercially reasonable, efforts and Design Builder complied with all other provisions in Section 9.5.

11.2.8 Suspension of the Work by County under Section 17.1.

11.2.9 Field Work Order per Section 11.6.

11.2.10 Reconciliation of allowance items per Section 11.10.

11.3 County Initiated Changes. Design Builder must submit a rough order of magnitude of the change to Construction Manager with a copy to the County Representative and Project Manager within 3 business days of receipt of the request for change. A complete Change Order Request ("COR") with necessary back up must be submitted to the Construction Manager with a copy to the Project Manager and County Representative within 10 business days' receipt of a County request for change or a Field Work Order. The COR must be in a format acceptable to the Construction Manager and include a detailed cost breakdown based on one of the pricing methods set forth in Section 11.8 for adjustments in Contract Price, and a fragnet analysis per Section 9.5 for adjustments in Contract Time.

11.4 Design Builder Initiated Changes. Design Builder must provide the Construction Manager (with a copy to the County Representative and Project Manager) written notice and a rough order of magnitude within 5 business days of discovering facts or circumstances giving rise to the applicable condition for change as described in Section 11.2, or if Design Builder believes that a Field Work Order impacts cost or time. Within 10 business days of discovery, Design Builder will provide a COR, including a detailed cost breakdown based on one of the pricing methods set forth in Section 11.8 for adjustments in Contract Price, and a fragnet analysis per Section 9.5 for adjustments in Contract Time.

11.5 Submission. All CORs must be presented to the Construction Manager with a copy to the Project Manager and County Representative, and either a Change Order or a Field Work Order must be executed by the County's Signatory for Change Orders, the Design Builder Signatory, and the USDA Representative before the expense is incurred. The Construction Manager will review all CORs with the Project Manager and County Representative within 10 business days of receipt and may request additional information and back up from the Design Builder or make recommendations to the County's Signatory for Change Orders and USDA Representative for approval or denial. If Construction Manager recommends that the County and USDA deny the COR, it must provide the Design Builder with a written explanation with a copy to the County's Signatory for Change Orders, Project Manager, and the USDA Representative. If the COR is neither accepted or denied within the 10 business day period, it will be deemed denied by the County and the USDA unless the Construction Manager provides written notice to the Design Builder that the time for review is being extended. If written notice is provided, the notice will expressly state the date by which the review will be completed. All decisions rendered by the County and USDA will be final and binding unless a formal Claim is timely noticed per the dispute resolution procedures in Article 16.

11.6 Field Work Orders. A Field Work Order may or may not constitute a changed condition as defined under Section 11.2, and may be issued by the County Representative



when Work must proceed before the COR can be either submitted or approved. The Field Work Order should indicate whether the County Representative believes the condition constitutes a change. If the Construction Manager believes that the Field Work Order constitutes a changed condition, the Field Work Order must either include an estimated lump sum amount for the change or an estimate for the Cost of the Work associated with changed condition with a not-to-exceed amount, and an estimate for the number days of adjustment to the Contract Time subject to the conditions set forth in Section 9.5. Field Work Orders must be signed by the County Representative and Design Builder in order to be valid. The Design Builder cannot exceed the not-to-exceed estimated adjustment for cost or the estimated number of days' time without providing written notice to the County Representative requesting further approval from the County, or submission of COR per Section 11.3. If a Field Work Order states that it does not constitute a changed condition and Design Builder disagrees, the Design Builder must notify the County Representative and submit a COR per Section 11.4. Regardless of whether a Field Work Order is issued, failure to provide a COR as required by Sections 11.3 and 11.4 constitutes a waiver of Claim.

11.7 Minor Changes in the Work. The County Representative or authorized designee may order minor changes in the Work provided such changes do not impact the Contract Price or Contract Time and are consistent with the Construction Documents. Minor changes will be implemented through a Field Work Order per Section 11.6.

11.8 Pricing Methods. Methods used for determining adjustments to the Contract Price include: (i) mutual acceptance of a lump sum amount properly itemized for direct cost line items related to labor, services, materials, equipment, and Design Builder's mark-up for overhead, bond, General Conditions (if applicable per Section 11.9), General Requirements, and Fee supported by sufficient substantiating data to permit evaluation of the Cost of the Work; (ii) mutual acceptance of a not-to-exceed amount for additional Work based on the applicable Billable Rates for additional Design Services set forth in Exhibit 4B as well as applicable Subcontractor field labor rates multiplied by the actual time spent, plus the actual cost for materials, equipment, and miscellaneous expenses per Section 8.2.2 and 8.2.4, plus General Requirements as described in Section 11.8.2, General Conditions (if applicable per Section 11.9), overhead as described in Section 8.3, and Fee; (iii) Construction Work performed on a time and material basis per the applicable Subcontractor field labor rates multiplied by the time spent, plus the actual cost for materials, equipment, and miscellaneous expenses per Section 8.2.2 and 8.2.4, plus General Requirements as described in Section 11.8.2, overhead as described in Section 8.3, and Fee. If Construction Work is performed on a time and material basis, Design Builder will keep and present an itemized accounting for the Cost of the Work performed per Section 8.2 based on daily time tickets executed by the Construction Manager, material and equipment invoices, and other supporting data substantiating the amount of the Change Order. All Work will be broken down by Design Services (if any), direct costs as defined under Section 8.2 for labor, materials, and equipment, as well as indirect costs for General Conditions, General Requirements, bond, overhead, and Fee. Regardless of the pricing method used, Design Builder and its Consultants, and Subcontractors are subject to the Cost of the Work described in Section 8.2 through 8.3.

11.8.1 Subcontractor Adjustments. Subcontractor adjustments for Change Orders is limited to the Cost of the Work as defined in Sections 8.2.1 through 8.2.4 multiplied by overhead and profit as determined by subcontract. All Subcontractor field labor rates for straight time, over time, and double time must specifically be set forth in their respective subcontract. Under no circumstances will Subcontractor overhead and profit on changes



exceed 15% for self-performed portions of the Work plus 5% if Subcontractor has tiers (combined overhead and profit cannot exceed 20%).

11.8.2 General Requirements. For Change Orders that do not include a time extension for permitted delay per Section 9.5, Design Builder's General Requirements as described in Section 8.2.3 will be charged based on the percentage set forth in the Key Business Terms Sheet multiplied by the direct Cost of the Work as defined in Section 8.2 included in the Change Order. Mark up for General Requirements is applicable on deductive and additive Change Orders.

11.8.3 Average Daily Rate for Delay. If the Contract Time is extended for a permitted delay per Sections 9.5 and 11.9, the Average Daily Rate set forth in the Key Business Terms Sheet will be used for mark up for General Conditions and General Requirements instead of the mark up for additional General Requirements per Section 11.8.2. Note that compensation for additional General Conditions is not allowed unless the Contract Time is impacted by one of the changed conditions set forth in Section 11.2. The Average Daily Rate will not be used for deductive Change Orders unless there is a scope reduction that reduces the Contract Time.

11.8.4 Payment and Performance Bond. Mark up for Design Builder's payment and performance bond will be based on the payment and performance bond percentage set forth in the Key Business Terms Sheet multiplied by the Cost of the Work as defined in Section 8.2.1 through 8.2.4. Mark up for payment and performance bond is applicable on deductive and additive Change Orders.

11.8.5 Fee. Design Builder's Fee will be calculated based on the percentage of Fee mark-up for Change Orders set forth in the Key Business Terms Sheet multiplied by the applicable Cost of the Work as defined in Sections 8.2 through 8.3, subject to Section 11.8.1 through 11.8.4. Mark up for Fee is applicable for additive Change Orders. There is not a reduction in Fee for deductive Change Orders.

11.9 Contract Time. Design Builder will only be entitled to an extension of time and additional compensation for its General Conditions and General Requirements if the Contract Time is extended due to a permitted delay under Section 9.5. Calculation for additional compensation will be based on the total number of additional work days of extension granted by County after evaluation of the fragnet analysis as required under Section 9.5 multiplied by the Average Daily Rate per Section 11.8.3. Design Builder does not reserve a right to assert any delays in the Contract Time, cumulative impact costs, extended job site costs, extended overhead, constructive acceleration, and/or actual acceleration beyond what is allowable under Sections 9.5 or 9.7 and timely claimed in a COR.

11.10 Allowances. Allowances will be reconciled through written Change Order upon procurement of the portion of the Construction Work identified as an allowance in the GMP Breakdown, Qualifications & Assumptions (Exhibit 4A). If the Cost of the Work exceeds the amount carried in the allowance item, an additive Change Order will be issued increasing the Contract Price pursuant to one of the pricing methods set forth in Section 11.8. If the Cost of the Work is less than the amount carried in the allowance item, a deductive Change Order will be issued in accordance with Section 11.11, decreasing the Contract Price, and 100% of all unused funds will accrue to the County.



11.11 Deductive Change Orders. The amount of credit for deductive Change Orders will be the net decrease in the Cost of the Work based on the Cost of the Work as defined in Sections 8.2 and 8.3. There will be no reduction of Fee for deductive Change Orders. The amount of credit will be determined based on one of the pricing methods set forth in Section 11.8. When both additions and credits covering related Work are involved in a proposed change, the Change Order will be determined based on the net increase or decrease.

11.12 Continued Performance. No Work will be allowed to lag pending the adjustment through Change Order, but will be promptly executed as directed, even if a dispute arises. Disputes regarding Change Orders will be resolved in accordance with Article 16. Failure to promptly execute Work as directed by the County or Construction Manager will constitute a material breach of contract.

11.13 Omitted Work. If Design Builder omits Work that is included in the Contract Documents, the County will have the right to withhold payment in an amount which, in the Construction Manager's, County's, or USDA's opinion, is equal to the value of Work that was omitted until the Work is performed.

11.14 Surety. All changes, additions, or omissions in the Work ordered through a Field Work Order or Change Order are part of the Work and will be performed and furnished in strict accordance with all of the terms and provisions of the executed document and other Contract Documents. The Design Builder will keep its surety informed of all modifications to this Agreement. The obligations of Design Builder's surety are not to be reduced, waived, or adversely affected by the issuance of Change Orders even if the Design Builder fails to inform the surety of the Change Order(s), and the County or USDA will not be required to obtain consent of the surety to the Design Builder or any of its Subcontractors.

12. LIABILITY, INDEMNIFICATION, AND DEFENSE

12.1 Negligent Design. Design Builder is liable for all damages to the extent proximately caused by design errors and omissions that do not meet the standard of care and will be liable to the same extent for any bodily injury or physical property damage caused by the defect(s). Design Builder and its Consultants performing Design Services will correct deficiencies in the Design Work Product without charge to County. If correction is performed after the Construction Work is completed, the statute of limitations for causes of action arising out of Contract Documents will recommence upon completion of those services. Correction for deficient Design Services will not limit any other legal remedies that may be available to County to recover damages arising out of, or resulting from deficient Design Services.

12.2 Indemnification. To the fullest extent permitted by law, Design Builder will defend (with counsel acceptable to County), indemnify and hold the County and its respective elected and appointed officials, officers, board members, employees, the Lender, Project Manager, and the Construction Manager ("Indemnitees") harmless from and against any and all Claims, demands, causes of action, damages, costs, expenses (including legal, expert witness, and consulting fees and costs), losses or liabilities, in law or equity, arising out of, or resulting from, actual or alleged negligent or willful acts or omissions in the performance of the Work by the Design Builder, its employees, Consultants, Subcontractors, suppliers, equipment vendors, or anyone for whom any of them may be liable, regardless of the existence or degree of fault on the part of the County except for the active negligence or willful misconduct of the County. The indemnification obligations set forth in this Section will not be limited in any way by the amount



or type of damages, compensation, or benefits payable by or for Design Builder under the Workers' Compensation Acts, disability benefit acts, or other employee benefit acts. Design Builder's indemnification and defense obligations will survive termination of the Agreement and include, but are not limited to, the following types of Claims:

12.2.1 Personal Injury and Property Damage. Personal injury, including bodily injury, sickness or disease, or death to any persons, employees, or agents of Indemnitees or any third parties and/or damage to tangible property of anyone (other than the Construction Work itself and including loss of use) caused or alleged to be caused by strict liability or any actual or alleged negligent act or omission of the Design Builder, its Consultants, Subcontractors, or suppliers, equipment vendors, or anyone directly or indirectly employed by any of them for whose acts they may be liable except to the extent that the personal injury or property damage is caused by the active negligence or willful misconduct of any of the Indemnitees.

12.2.2 Breach of Contract. Breach of any material term or condition of the Contract Documents that causes damage, cost, or expense to the County.

12.2.3 Violations of the Law. Penalties, fees, and costs imposed on account of the violation of any Applicable Law and caused by the act or omission of the Design Builder, its Consultants, Subcontractors, suppliers, equipment vendors, or anyone directly or indirectly employed by any of them for whose acts they may be liable.

12.2.4 Safety. Bodily injury, sickness, disease, death, injury, or tangible property damage (other than to the Work itself) caused, in whole or in part, from actual or alleged failure to train, initiate, maintain, or supervise safety precautions and programs in connection with the Construction Work.

12.2.5 Infringement of Intellectual Property. Infringement of any intellectual property right including patents, copyrights, or license, which may be brought against Indemnitees as a result of the Work.

12.2.6 Stop Payment Notice. Stop payment notice Claims for Work performed on the Project, including incidental or consequential damages suffered by the County as a result of the Claim, and provided that County has paid Design Builder for the portion of the Work at issue.

12.2.7 Insurance. Failure of Design Builder or its Consultants, Subcontractors, or equipment vendors to comply with the insurance provisions under this Agreement and other Contract Documents.

12.2.8 Hazardous Materials. Claims, liability, or damages arising out of, or resulting from, Design Builder's or its Consultants', Subcontractors', suppliers', or equipment vendors' negligent acts, omissions, or misconduct that cause or permit any Hazardous Materials to be generated, released, disposed, discharged, exacerbated (if pre-existing condition), or brought onto, or stored at, the Project site or used in the Work unless specified, and only if there is not a reasonable substitute for the specified material.

12.3 Duty to Defend. Design Builder will defend all Claims (with counsel acceptable to County) as defined in Section 12.2 at its own cost and expense and satisfy any judgment or decree that may be rendered against any Indemnitee arising out of a Claim, and reimburse



Indemnitee(s) for any and all attorney's, expert witness, and consulting fees and expenses incurred in connection with the Claim or in enforcing the indemnity and defense granted by Sections 12.2 and 12.3. To the extent the Construction Manager or Project Manager is sued as a result of the Design Builder's acts or omissions under Section 12.2, Design Builder will defend the Construction Manager and Project Manager for such Claims (with counsel acceptable to County) per this Section 12.3.

12.4 Stop Payment Notice Free Obligation. If any of Design Builder's Consultants, Subcontractors, supplier, or equipment vendors records or files, or maintains any action on or respecting, a Claim of stop payment notice relating to the Work, the Design Builder will immediately procure, furnish, and record appropriate statutory release bonds that extinguish or expunge the stop payment notice provided that County has paid the Design Builder for that portion of the Work. If Design Builder does not timely pay its Consultants, Subcontractors, suppliers, or equipment vendors as required, then County may settle or bond over those Claims, or take other actions necessary to prevent a default under any other agreement affecting the Project, and County will withhold payment to Design Builder or demand reimbursement for any substantiated amounts that were necessary to satisfy Design Builder's obligation to satisfy, discharge, or defend against the Claim. Nothing contained in this Section requires the Design Builder to provide release bonds for any valid stop payment notice or other Claim due to County's non-payment or a valid dispute between County and Design Builder.

12.5 Enforcement. Nothing contained in this Article 12 will be construed to impose any obligation in conflict with current California state law. In the event of a conflict with Civil Code section 2782, et seq., as may be amended, this Agreement will be modified to allow indemnification and defense by Design Builder to the greatest extent permitted by law.

12.6 County's Indemnification. The County will defend, indemnify and hold the Design Builder, and its respective employees, Consultants, Subcontractors, and equipment vendors harmless from any claims or liability, including future exposure claims made by third parties, arising out of, or resulting from pre-existing Hazardous Materials or Hazardous Materials brought onto the site by County's Separate Contractors, Separate Consultants, or anyone directly or indirectly employed by any of them but only to the extent that liability did not arise from any negligent acts, errors, or omissions of a Design Build Team Member or their respective employees, Subcontractors or Consultants, or anyone directly or indirectly employed by any of them for whom they may be liable.

13. INSURANCE AND BONDING

13.1 Required Insurance. The Design Builder will carry the insurance required in Exhibit 6A. Design Builder will require through written agreement that its Consultants and Subcontractors carry similar types of insurance coverage at appropriate limits for their portion of the Work, as submitted and approved by the Construction Manager. Proof of appropriate insurance, including endorsements of additional insureds for all separate policies, except for errors and omissions policies, must be submitted to Construction Manager before commencement of the Work. Design Builder and its Consultants and Subcontractors will provide additional insured per Section 2.5.1 of Exhibit 6A on all required coverage except errors and omissions coverage.

13.2 Builder's Risk. The County will carry the insurance required in Exhibit 6D.



13.3 Payment and Performance Bond. Design Builder will execute and furnish to County a payment and performance bond for one hundred percent (100%) of the cost of the Construction Work (minus the cost of preconstruction services) in accordance with Public Contract Code section 22165, before commencement of construction. The bonds will be in accordance with the forms set forth in Exhibit 6C, and will be amended into this Agreement as Exhibit 6C. The surety providing the payment and performance bonds must be an admitted surety insurer, as defined in Code of Civil Procedure section 995.120, authorized to do business in the State of California, and named on the current list of "Surety Companies Acceptable on Federal Bonds" as published by the Treasury Department Circular Number 570. Failure to provide the required payment and performance bonds will constitute a default under this Agreement. The cost of the bonds will be included in the Contract Price. All changes, additions, or omissions in the construction portions of the Work ordered through a Change Order under Article 11 are part of the Construction Work and will be performed and furnished in strict accordance with all of the terms and provisions of the executed Change Order and other Contract Documents. Design Builder will keep its surety informed of all modifications to this Agreement. The obligations of Design Builder's surety are not to be reduced, waived, or adversely affected by the issuance of Change Orders even if Design Builder fails to inform the surety of the Change Order(s), and County will not be required to obtain consent of the surety on behalf of Design Builder or its Consultants or Subcontractors. (see also 11.14)

13.4 Payment of Subcontractors. Without limiting the responsibilities of Design Builder and its surety under the terms of this Agreement, Design Builder and its surety agree to promptly pay all lawful claims of Subcontractors, materialmen, laborers, persons, firms or corporations for labor or services performed or materials, supplies, machinery equipment, rentals, fuels, oils, tools, appliances, insurance and other items furnished, used, or consumed in connection with the prosecution of the Construction Work including Change Orders, and will indemnify and save harmless the County, Construction Manager, and Project Manager from and against all liability loss, damage and expense, including interest, costs, attorneys' fees, and expert witness fees, which the County, Construction Manager, or Project Manager may sustain by reason of Design Builder's or its surety's failure to do so. (see also 12.2.6)

14. WARRANTY

14.1 Warranty and Correction of Work. Design Builder warrants that the Construction Work will be of good quality, free from defects, and conforming to the Construction Documents, Applicable Building Codes, and Applicable Law. For a period of 1 year commencing from the Substantial Completion Date for each Phase, and for longer periods specified in the Contract Documents for certain equipment manufacturers or suppliers, the Design Builder will repair or replace at its own expense any and all deficient or defective Construction Work together with any other work that is damaged during repair or replacement. If the County's operations or use are impaired by the nonconforming Construction Work or its correction, the Design Builder and its Subcontractors will use off-hours labor and timesaving procedures as the County may request. The warranty excludes improper or insufficient maintenance, improper operation, normal wear and tear, and normal usage. The Design Builder will procure Subcontractors' and manufacturers' express warranties required under the Contract Documents on the County's behalf and will transmit the warranties to the County through the Construction Manager before Final Completion and Project close-out. Establishment of the 1 year express warranty period for correction of Construction Work relates only to the Design Builder and its Subcontractors specific obligation to correct defective or non-conforming Construction Work, and has no relationship to statute of limitations periods for legal



claims arising from Contract Documents. All warranties will comply with the Warranty Forms set forth in Tab 2J of the Project Manual.

15. OWNERSHIP OF DOCUMENTS

15.1 Design Development and Construction Documents. The Design Development Documents and Construction Documents are being developed and furnished for use solely with respect to this Project. As such, provided that the County has complied with the payment provisions set forth in Article 10, the County will own and have all rights, title, and interests under Applicable Law in the Project's overall design, including the Design Documents (Exhibit 3B), Schematic Design Documents, Design Development Documents, and Construction Documents (inclusive of all subsequent changes to the documents) ("Design Work Product"). The Design Builder, Consultants and Design-Build Subcontractors will not own or claim a copyright in the Design Work Product prepared for the Project, and may not use such documents on other projects outside the scope of the Work without written consent of the County. The Design Builder, Consultants, and Design-Build Subcontractors may each retain a record set of each of the approved Design Work Product for the purpose of defense of any subsequent claims or disputes involving the Project.

15.2 Building Information Model. The Record Model and subsidiary models used for design and construction of a Project are the property of the County. The Design Builder and its other Design Build Team Members agree to provide the Construction Manager, as a deliverable before Final Completion, the Record Model and any other BIM files that the Construction Manager deems necessary. Despite the above, design elements that were created by any Design Build Team Member, before execution of this Agreement, as extensions to commercially available BIM software will remain the property of the respective party that created the extension, regardless of whether it was used in a Model for Work performed under this Agreement, and the County will hold a perpetual, non-exclusive, world-wide, royalty-free license to those design elements for purposes of designing, constructing, renovating, operating, and maintaining the Project for which the Model was created.

15.3 Licensing. Design Build Team Members are each granted a limited, non-exclusive, royalty-free license to use and reproduce applicable portions of the Design Work Product and other documents prepared for use in the performance of the Work. The County grants the Design Builder, Consultants, and Design-Build Subcontractors a non-exclusive, royalty-free, perpetual license for use or display of the Model or 2-D information solely for educational purposes, and the Model may be used for promotional purposes upon written approval by County.

15.3.1 Copies. All copies made under the license will bear the statutory copyright notice, if any, shown on the Construction Documents as well as any other Design Work Product prepared by the Design Builder, Consultants, and Design-Build Subcontractors. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with a Project will not be construed as publication in derogation of the County's copyright or other reserved rights and interests.

15.4 Exception. Nothing contained in Article 15 limits the rights, title, and interest of the Design Builder, Consultants, or Design-Build Subcontractors to continue to use their respective general design details, layouts, and general design concepts that each of them uses



or has used on multiple projects, or new standard design details that were developed during design under this Agreement.

15.5 Termination. Termination of the Design Builder or other member of the Design Build Team does not affect the rights of the County under this Article 15. However, if Design Builder is terminated per Sections 17.2 or 17.3 before approval of Construction Documents and the County later proceeds with the Project and uses Design Work Product prepared by Design Builder's Consultants, or Design-Build Subcontractors for continuation of the Project with different design professionals or Design-Build Subcontractors, then the County will release, indemnify, defend, and hold harmless the terminated parties (as applicable) from any liability arising from the County's further use of the design materials.

16. CLAIMS AND DISPUTE RESOLUTION

16.1 Disputes. Disputes, Claims, or other matters in question between the Design Builder and the County arising out of the Contract Documents, including breach of contract, will be subject to Public Contract Code sections 9204 and 20104-20104.6. Notice of Claim must be in compliance with Section 18.4, as well as any statutory requirements, and compliance with all Change Order procedures is a condition precedent to filing a Public Contract Code Claim pursuant to this Article 16. Any Claim submitted by Design Builder will be in writing and include the documents necessary to substantiate the Claim. All Claims must be submitted by certified mail with return receipt requested.

16.1.1 Design Builder's reasonable documentation in support of the Claim must, at a minimum include: (i) a clear, concise recital of the basis of the Claim asserted, including a designation of the provisions of the Contract Documents upon which the Claim is based; (ii) a statement as to the amount of time and/or compensation sought pursuant to the Claim; (iii) a statement regarding whether the Claim arises from an ongoing occurrence, and if so a description of the specific Work activities affected by the Claim; (iv) a fragnet analysis per Article 9 if Design Builder is requesting a time extension; (v) full and complete cost records supporting the amount of any Claim for additional compensation; (vi) a notarized certification by the Design Builder and each Consultant and Subcontractor included in the Claim as follows: "Under the penalty of law for perjury or falsification and with specific reference to the California False Claims Act, Government Code Section 12650 et seq., the undersigned hereby certifies that the information contained herein is a true, accurate, and complete statement of all features relating to the Claim asserted." Failure by the Design Builder and its Consultants and Subcontractors included in the Claim to provide sufficient documentation will result in denial of the Claim. The County reserves the right to request additional documentation, or clarification of the documentation provided.

16.2 Continued Performance. If the County continues to make timely progress payments on all undisputed Work, Work will continue during the pendency of a dispute or a dispute resolution proceeding.

16.3 County's Response. Upon receipt of a Claim, the County will conduct a reasonable review and provide a written statement to the Design Builder identifying what portion of the Claim is disputed and what portion is undisputed within 45 days of receipt of the Claim. The County and Design Builder may, by mutual agreement, extend the 45 day time period. For any undisputed portion of a Claim, the County will make payment within 60 days of the County's issuance of the written statement.



16.4 Dispute County's Response. If the Design Builder disputes the County's response, or the County fails to respond within the time prescribed, the Design Builder may demand an informal conference to meet and confer for settlement of the issues in dispute within 30 days of the County's response or failure to respond. Within 10 business days following the meet and confer conference, the County will provide a written statement identifying the portion of the Claim that remain in dispute. Any payment due on an undisputed portion of the Claim will be made within 60 days of the meet and confer conference. In the event that the meet and confer conference is unsuccessful, the matter will be submitted to nonbinding mediation within 60 days unless the Parties mutually agree to waive, in writing, mediation and proceed directly to the commencement of judicial arbitration pursuant to Code of Civil Procedure section 1141.10 et seq.

16.4.1 Failure of the County to respond to a Claim within the time periods described above will result in the Claim being deemed rejected in its entirety. Unpaid Claim amounts will bear interest at the prescribed rate set forth in Public Contract Code section 9204 (d).

16.4.2 If mediation is unsuccessful or if the Parties decide to proceed directly to judicial arbitration, Design Builder must file a government claim pursuant to Government Code section 910 et seq. in order to initiate a civil action.

16.4.3 The Civil Discovery Act (Title 4 commencing with Section 2016.010 of Part 4 of the Code of Civil Procedure) will apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

16.5 Trial De Novo. Any Party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment will, in addition to payment of costs and fees, pay the attorney's fees of the other Party arising out of the trial de novo.

16.6 Joinder. Design Builder acknowledges that the Project is being constructed under a design-build project delivery method where the Design Builder is under direct contract with the County. The County and Design Builder consent to the joinder of other necessary Project Team Members in any dispute resolution procedure, if Claims for or against the Design Builder or County arise from the same, substantially the same, or interrelated facts, issues, or incidents relating to the Project, or where separate dispute resolution processes create a risk of inconsistent awards or results.

17. TERMINATION AND SUSPENSION

17.1 Suspension. The Project may be suspended upon written notice from the County. The written notice of suspension will set forth the reason for suspension and the effective date of suspension. If the Project is suspended by the County and not due to any fault of the Design Builder or any of its Consultants, Subcontractors, suppliers, or equipment vendors, the Design Builder will be compensated per the compensation and payment terms set forth in Articles 8 and 10 for all Work properly performed through the effective date of the suspension. If Construction Work has commenced by the effective date of suspension and the suspension requires demobilization of the Design Builder, the Design Builder will also be entitled to an additional 10 work days to cease all operations and secure the Project site. The Design Builder will be compensated for its General Conditions and General Requirements for the additional 10 work days per the Average Daily Rate set forth in the Key Business Terms



Sheet. If the Project is resumed, and provided that the suspension was not caused or due to any fault or neglect of the Design Builder or any of its Consultants, Subcontractors, suppliers, or equipment vendors, then the Design Builder's compensation will be equitably adjusted through Change Order under Article 11 and the Contract Time will be equitably adjusted for the additional time required to achieve Final Completion. If the Project has ceased for more than 120 consecutive calendar days or if all Construction Work has ceased for a period of 60 consecutive calendar days, the Design Builder may terminate the Agreement under Section 17.4.

17.2 County's Termination for Convenience. The County may terminate this Agreement for convenience upon 30 calendar days' written notice. The notice will state the extent, and effective date of termination if different from the 30 day period. The Design Builder will be entitled to receive payment for all Work properly performed as of the effective date of termination based on the compensation and payment provisions set forth in Articles 8 and 10. If Construction Work has commenced as of the effective date of termination, the Design Builder will also be entitled to an additional 10 work days multiplied times the Average Daily Rate set forth in the Key Business Terms Sheet for additional General Conditions and General Requirements necessary to cease all operations, demobilize, and secure the site. The additional General Conditions and General Requirements will not apply if the County already suspended the Work under Section 17.1 and the Design Builder already received compensation for demobilization and securing the site. Design Builder expressly waives any Claims for consequential damages, including anticipated lost profits and unabsorbed overhead. Any dispute over the amount to be paid upon termination will be resolved in accordance with the dispute resolution procedures set forth in Section 16. The County's right to use Design Work Product after termination is set forth in Article 15.

17.3 County's Termination for Cause. The County may terminate this Agreement upon not less than 7 calendar days' written notice and an additional 7 calendar days to commence curing if the Design Builder is in material breach of any term or provision of the Contract Documents, including but not limited to breach of Exhibit 2 Section 24.8 ("Prohibited Interests"). The notice will set forth the reason for termination and the effective date of termination. If the County terminates this Agreement for cause, the Design Builder will not be entitled to any further payments until all Work is completed and the Project achieves Final Completion. Nothing stated in this paragraph will prevent the County from pursuing and recovering any damages allowed by Applicable Law from Design Builder arising out of a breach of the Contract Documents. If through judicial arbitration per Article 16, the arbitrator deems that termination of the Design Builder was wrongful or otherwise improper, the termination will be deemed a termination for convenience under Section 17.2. The County's right to use Design Work Product after termination is set forth in Article 15.

17.4 Design Builder's Termination for Cause. Design Builder may terminate this Agreement upon 15 days' written notice and an additional 15 days' opportunity to commence curing, if the County fails to make payment to the Design Builder in accordance with this Agreement, and cannot provide evidence substantiating that financial arrangements have been made to make payment, or if the Project is suspended for more than 120 consecutive calendar days, or if all Construction Work has ceased for a period of 60 consecutive calendar days. The Design Builder will be compensated for all Work properly performed through the effective date of termination in accordance with the compensation and payment provisions set forth in Articles 8 and 10. If the Agreement is being terminated due to failure to make payment and provided that the Construction Work has commenced before the effective date of termination, the Design



Builder will also be entitled to an additional 10 work days multiplied times the Average Daily Rate set forth in the Key Business Terms Sheet for additional General Conditions and General Requirements necessary to cease all operations, demobilize, and secure the site.

18. MISCELLANEOUS PROVISIONS

18.1 Confidentiality. Design Builder will keep information provided by the County or made available to Design Builder during performance of the Work confidential, and will not disclose confidential information to persons or entities other than as necessary to perform the Work.

18.2 Governing Law. This Agreement will be governed and construed under the laws of the State of California without giving effect to any choice of law or rule of conflict that would cause the application of the laws of any other jurisdiction. Each of the Parties agrees that the exclusive venue for any dispute resolution proceeding or action will be in El Dorado County, California.

18.3 Assignment. The County and Design Builder respectively bind themselves, their partners, successors, assignees, and legal representatives to the other Party to this Agreement. Design Builder may not assign this Agreement. Upon notice, the County may assign this Agreement to any lender in obtaining Project financing, and Design Builder and its Consultants, Subcontractors, suppliers, and equipment vendors will cooperate with the County and execute required assignment and subordination agreements.

18.4 Notices. Any notice required to be given by this Agreement will be in writing and deemed effective upon: (i) the date of personal delivery, or fax, if received by the addressee before 5:00 p.m. local time on a business day; (ii) 5 business days after being sent via registered or certified mail with a return receipt requested; or (iii) 2 business day after being sent by overnight commercial courier providing next-business-day delivery. Fax delivery must be evidenced by an automated fax confirmation. Notices will be addressed to the following respective parties:

<p>County:</p> <p>Russ Fackrell, Facilities Manager 3000 Fairlane Court Placerville, CA 95667</p> <p>With an electronic copy to: Janeth SanPedro, County Counsel's Office janeth.sanpedro@edcgov.us</p> <p>Bob Christenson, Project Manager Christenson Consulting bob.christenson@edcgov.us</p> <p>Construction Manager: Jim Aboytes Vanir Construction Management, Inc. jim.aboytes@vanir.com</p>	<p>Design Builder:</p> <p>Ted Foor, President Clark & Sullivan Construction and Broward Builders Inc., a Joint Venture 2024 Opportunity Drive, Suite 150 Roseville, CA 95678</p> <p>and</p> <p>Dennis W. Broward, President Broward Builders Inc. 20432 County Road 99 Woodland, CA 95695</p>
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18.5 Interpretation and Severability. This Agreement's terms and conditions will be interpreted according to their plain meaning, and not strictly for or against either the County or Design Builder. Any contrary rule of construction or interpretation will be of no force or effect with respect to this Agreement. If a court of competent jurisdiction finds any term or provision of this Agreement to be void or unenforceable for any reason, the term or provision will be amended to comply with Applicable Law. If a term or condition is severed, the remainder of the Agreement will remain in full force and effect to the maximum extent permitted by law and consistent with the County's and Design Builder's overall intent.

18.6 Third Party Beneficiaries. The Parties acknowledge and agree that the obligations of the Design Builder are solely for the benefit of the County and are not intended in any respect to benefit any third parties. The County, however, is a third party beneficiary to all Consultant agreements and subcontracts. There are no other third party beneficiaries to this Agreement.

18.7 Time is of the Essence. Time is of the essence with respect to each and every provision of the Contract Documents and any subsequent Change Orders.

18.8 Rights and Remedies. All rights and remedies under the Contract Documents will be cumulative and in addition to, and not in limitation of, all other rights and remedies of the Parties under the Contract Documents or otherwise available at law or in equity.

18.9 Survival. The following provisions will survive termination of this Agreement or completion of the Work: Sections 2.2, 2.3, 10.10 and Articles 12 through 18.

18.10 Waiver. Unless otherwise indicated in this Agreement, the County's and Design Builder's action or failure to act will not waive any right or duty it has under the Agreement, and such action or failure to act will not be an approval of or acquiescence in a breach of the Agreement unless specifically agreed to in writing by the Party.

18.11 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original. When proving this Agreement, it will only be necessary to produce or account for the counterpart signed by the Party against whom enforcement is sought. Electronic copies or photocopies of this Agreement showing the true signatures may be used for all purposes as originals.

18.12 Interest. Payments due and unpaid under this Agreement that do not constitute a Claim will bear interest from the date payment is due at the rate prescribed under Public Contract Code section 20104.5. If Design Builder has submitted a Claim per Article 16, interest on unpaid Claim amounts will be pursuant to Section 16.4.1.

18.13 Attorneys' Fees. If the County or Design Builder commences an action or dispute resolution process in accordance with the terms and provisions of this Agreement against the other Party for Claims arising out of or in connection with the Contract Documents, the prevailing Party will be entitled to recover all reasonable attorneys' fees and costs (including charges and expenses related to the suit, expert witness, and consultants' fees) as may be determined by a court with competent jurisdiction.

18.14 Conflict of Interest. Design Builder will comply with the County's Conflict of Interest Policy and Procedures set forth in Exhibit 7C.



18.15 Exhibits. The Exhibits listed in the table of exhibits are incorporated into this Agreement by reference as though set forth in full.

18.16 Electronic Signature. The Parties agree that a "Digital Signature" as defined under Government Code section 16.5 and California Code of Regulations section 22000 is an acceptable form of signature for written communications with the County and will have the same force and effect as the use of a manual signature provided that the Digital Signature is: (i) unique to the person using it; (ii) capable of verification; (iii) under the sole control of the person using it; and (iv) linked to the data in such a manner that if the data are changed, the Digital Signature will be invalidated. In order to be valid, the Digital Signature must be created by an acceptable technology as defined in California Code of Regulations section 22001 et. seq.

18.17 Legal Citations. Legal citations to statutory requirements are included in the Agreement for convenience and an omission of any statutory requirement will not relieve the Design Builder from compliance with Applicable Law.

18.18 Entire Agreement. The Contract Documents form the entire contract between the County and Design Builder and supersede all prior oral and other written negotiations, representations, or agreements between the County and Design Builder with respect to the Work performed for this Project.





Exhibit 1 – Definitions

1. **"Adverse Weather"** means the number of days included in the approved Baseline Schedule for high winds, rain or snow per year, which will be cumulative based on the duration of the Project. In order to qualify as an Adverse Weather day, the construction crews' ability to perform Construction Work on the Project must be prevented or substantially impeded for more than half of a normal work day and the Design Builder's inability to perform the scheduled Construction Work must result in an actual delay to the Contract Time.
2. **"Agreed Program"** includes Criteria Documents (Exhibit 3A), Design Documents (Exhibit 3B), Other Project Documents (Exhibit 3E), and other information provided by the County that define the space, quality, quantity, functionality, aesthetics, sustainability, and other requirements for the Project, the Applicable Building Codes (Exhibit 3D), and will include the Construction Documents (Exhibit 3C) at the end of the design development process. The Project scope includes all elements explicitly included in the Agreed Program and those that are reasonably necessary to accomplish the Agreed Program.
3. **"Agreement" or "Design Build Agreement"** means the Design Build Agreement between County and Design Builder inclusive of all Exhibits to the Agreement.
4. **"Amendment"** is a document executed by the Signatories to the Agreement amending the terms and/or conditions of the Agreement but not adjustments in Contract Price or Contract Time.
5. **"Applicable Law"** includes all local, state, and federal laws, rules, regulations, ordinances, building code or other codes, statutes, or regulations, or lawful orders of Governmental Authorities that are relevant to proper and safe performance of the Work.
6. **"Architect of Record"** is the Consultant retained by the Design Builder as the lead design professional that is responsible for the architectural design of the Project. The Architect of Record is identified in the Project Roster (Tab 1, Project Manual).
7. **"Baseline Schedule"** is the approved Project schedule incorporated into the Agreement as Exhibit 5A indicating Design Builder's planning, sequencing, phasing, and timing of the Work (including Adverse Weather), and establishing milestone dates for Substantial Completion of each Phase of the Work, Substantial Completion of the Project, and Final Completion of the Project. Throughout the design and construction process, the term Schedule means the most current, approved Project schedule updated by the Design Builder for performance of all Work within the Contract Time.
8. **"Building Information Model" ("BIM" or "Model")** is a parametric, computable representation of the Project design developed by the Design Build Team, and it includes construction details. As used in this Agreement, references to Building Information Model or BIM include the primary design model or models and all linked, related, affiliated, or subsidiary models developed for design, detailing, fabrication, or construction of the Project. The portions of the BIM prepared by the Architect of Record and its design Consultants or a Design-Build



Subcontractors are Construction Documents. The portions of the BIM prepared by the Design Builder or its Subcontractors (other than Design-Build Subcontractors) to illustrate means and methods for constructing, fabricating, or installing portions of the Construction Work are Submittals, which are not Contract Documents or Construction Documents.

9. **"Change Order Request"** or **"COR"** is a written request for Change Order, which sets forth the nature of the change, the reason for the change, and the effect, if any, on the Contract Price, Contract Time, or both.

10. **"Change Order"** is a mutually agreed written order adjusting the Contract Price, Contract Time, or both due to changes in the Work.

11. **"Choosing By Advantages"** is a method of decision making based on the importance of advantages.

12. **"Claim"** is a written demand or assertion by County or Design Builder seeking equitable or monetary relief or an adjustment or interpretation of the terms of the Contract Documents, an extension of Contract Time, or other relief with respect to the Contract Documents, including a determination of disputes or matters in question between County and Design Builder, which may include other Project Team Members through joinder, arising out of, or related to, the Contract Documents, performance of the Work, third party claims, as well as any claims included in Design Builder's defense and indemnification obligations set forth in the Agreement or elsewhere in the Contract Documents.

13. **"Construction Documents"** means the 2D Drawings and Specifications developed by the Design Builder, its Consultants and Design-Build Subcontractors, that are approved and permitted for construction by Governmental Authorities (inclusive of all subsequent, approved modifications) (Exhibit 3C), together with those parts of the Model described as Construction Documents in the definition of Building Information Model above. These documents are complementary and what is required by one is required by all.

14. **"Construction Manager"** is Vanir Construction Management, Inc. The Construction Manager will provide Project facilitation and construction administration services on behalf of the County.

15. **"Construction Work"** means all labor, materials, equipment, and appurtenances provided by the Design Builder and its Subcontractors necessary for preconstruction services and constructing the Project in accordance with the Contract Documents.

16. **"Consultant"** includes all consultants under direct contract with Design Builder including the Architect of Record and design professionals performing a portion of the Design Services, and all tier-consultants.

17. **"Contract Documents"** include the Agreement (inclusive of all Exhibits included in the Table of Exhibits), the Building Information Model, and all other documents issued by the design Consultants or Design-Build Subcontractors for construction of the Project, as well as any subsequent Amendments, or Change Orders. The primary design Model and subsequent Models developed for design and construction are Contract Documents. The Contract Documents include Submittals prepared by Design-Build Subcontractors and those Submittals incorporated into the Model.



18. **"Contract Price"** is the total cost the County will pay for Design Builder's performance of the Work as defined by the Contract Documents up to the amount of the Guaranteed Maximum Price (GMP), subject only to adjustment through subsequently approved Change Orders.
19. **"Contract Time"** is the time allotted in the Baseline Schedule for Substantial Completion of Work. With respect to the public safety and evidence buildings, the Contract Time is June 30, 2017 (Substantial Completion). With respect to all other Phases of the Project, the term Contract Time means Substantial Completion of the entire Project (Substantial Completion Date).
20. **"Cost of the Work"** includes the reimbursable cost categories for the Design Builder in performance of the Work as more specifically defined in Article 8 of the Agreement.
21. **"County Caused Delay"** is a delay caused solely by the negligent acts or omissions of the County, its Project Manager, Construction Manager, Separate Contractors, or Separate Consultants that materially impacts Design Builder's ability to timely perform its obligations under the Contract Documents.
22. **"County Elected Changes"** are changes in the Work directed by the County that impact the GMP based on alternative approaches to design and construction, or changes directed by the County that impact the Work as well as the Contract Price, Contract Time, or both and are not: (i) reasonably inferable from the Agreed Program; (ii) required by Governmental Authorities post permit and provided the change was unknown to Design Builder at the time of permit and not due a code violation; or (iii) required as a result of design errors and omissions.
23. **"County Representative"** is the person who acts on behalf of the County (Russell Fackrell, Facilities Manager), or his successor.
24. **"County"** is the County of El Dorado, which is the owner of the Project.
25. **"Criteria Architect"** is Architectural Nexus.
26. **"Daily Construction Reports"** means the daily log kept by the Design Builder that describes the weather, each Subcontractor's Work as well as Design Builder's field labor on the site, the number of workers per trade, identification of equipment, Construction Work accomplished, problems encountered, and other similar relevant data such as accidents, service connections or disconnections, Construction Work stoppage, delays, material and labor shortages, and any applicable orders or requests from Governmental Authorities. The Daily Construction Report Form is included in Tab 2F of the Project Manual.
27. **"Design Build Team"** is Design Builder and its Consultants, Subcontractors, suppliers of all tiers, and equipment vendors. A member of the Design Build Team may be referred to individually as a **"Design Build Team Member"** or collectively as **"Design Build Team Members."**
28. **"Design Builder"** is the California state licensed general contractor identified in the Key Business Terms Sheet that executed the Agreement and is solely responsible to the County for performance of the Work.



29. **"Design Development Documents"** will be created by the Design Builder through a collaborative effort with the Project Team Members and in accordance with the Project Objective. The Design Development Documents will include, but are not limited to, Specifications and preliminary civil, landscape, architectural, structural, mechanical, and electrical design Drawings.
30. **"Design Documents"** include Design Builder's Conceptual Design, Technical Design, and Sustainability recommendations submitted in response to the RFP (Exhibit 3B).
31. **"Design Services"** includes all required design to meet the Project Objective based on the Agreed Program (Exhibit 3).
32. **"Design Work Product"** includes all Design Documents (Exhibit 3B), Schematic Design Documents, Design Development Documents, and Construction Documents (inclusive of all subsequent changes to the documents).
33. **"Design-Build Subcontractors"** are Subcontractors that contract to perform portions of the Design Services and Construction Work related to a specific trade or discipline.
34. **"Drawings"** means the 2-dimensional graphic illustrating the design, how the buildings are situated on the site, and the location, building elevations, plan views, dimensions, and details of the Construction Work.
35. **"Effective Date"** is the date that the Agreement is approved by a delegated representative of the USDA.
36. **"Fee"** is the amount paid to Design Builder for profit on Work performed based on the lump sum fee (\$ amount) set forth in the Key Business Terms Sheet of the Agreement. Fee does not include Design Builder's home office overhead.
37. **"Field Work Order"** is an order prepared by, or at the request of, the Construction Manager directing Design Builder to perform a minor change to the Construction Work, or for performance of changes to the Construction Work before an agreement on pricing or adjustments to Contract Time (if any) is reached.
38. **"Final Completion"** occurs after Substantial Completion for the entire Project has occurred and when Design Builder has completed all Work in accordance with the Contract Documents; all final Punch List items have been completed and accepted by the County; the Project has been commissioned; all close-out documentation required under the Contract Documents has been transmitted to the Project Manager; the County's personnel have received the required training sessions regarding operation of the building and all systems; and beneficial occupancy has been issued by all Governmental Authorities.
39. **"Float"** is the amount of time that a non-critical Work activity can be delayed or extended without delaying a critical path activity or the Contract Time.
40. **"Force Majeure Event"** means an Act of God as defined under Public Contract Code section 7105, civil disobedience, an act of terror, or unavoidable casualties beyond the Design Builder's control, and not due to any act or omission of the Design Builder or its Consultants or Subcontractors, that necessarily extends the Contract Time.



41. **"Furniture, Fixtures, and Equipment" ("FF&E")** means all furnishings, fixtures, and equipment required by the Contract Documents.
42. **"General Conditions"** includes reimbursable costs for the Design Builder's salaried professionals and administrative staff either stationed at the Project site or performing direct value added services for the Project in Design Builder's home office. The General Conditions do not include reimbursable expenses for Design Services or General Requirements. (See, Sections 8.2.1 (a), 8.2.1 (b), and 8.2.3 of the Agreement)
43. **"General Requirements"** include reimbursable costs for on-site offices, site safety, security and protection of Construction Work and property, and temporary facilities and equipment that are necessary for construction operations at the site, as well as Design Builder's field labor employees (e.g., laborers and carpenters maintaining the site) as further described in Section 8.2.3 of the Agreement. The Design Builder's General Requirements are specifically set forth in Exhibit 4D.
44. **"Governmental Authority" or "Governmental Authorities"** means any and all federal, state, county, or municipal boards, departments, courts, offices, or agencies that have jurisdiction over the Project.
45. **"Governmental Authority Caused Delay"** is an action or restraint by a Governmental Authority that materially impedes performance of the Work, and is beyond the control of the Design Builder and not due to any act, error or omission of Design Builder, its Consultants, Subcontractors, suppliers or their respective employees, or anyone for whom Design Builder may be liable.
46. **"Guaranteed Maximum Price" or "GMP"** is Design Builder's guarantee that the Work can be completed for the Cost of the Work plus its Fee as set forth in the GMP Breakdown, Qualifications & Assumptions (Exhibit 4A), which may only be modified by executed Change Order.
47. **"Hazardous Material"** means any substance, product, waste, or other material of any nature that is or becomes listed, regulated or addressed under one or more of the following environmental laws: (1) CERCLA, (2) Hazardous Materials Transportation Act, (3) RCRA, (4) the Clean Water Act, (5) the Toxic Substance Control Act, (6) HSAA, (7) the California Porter-Cologne Water Quality Control Act, (8) the California Hazardous Waste Management Act, (9) the California Safe Drinking Water Act, (10) the California Waste Management Act, and (11) any other federal or state law or local ordinance concerning hazardous, toxic, or dangerous substances, wastes, or materials.
48. **"Indemnitees"** includes County and its respective elected and appointed officials, officers, board members, employees, the Lender, Project Manager, and the Construction Manager.
49. **"Key Business Terms Sheet"** is located in the Agreement behind page 1, on page i. The Key Business Terms Sheet summarizes key representatives and personnel responsible for execution of the Project, key milestone dates, and some of the key financial terms of the Agreement.



50. **"Lean Project Delivery Methods"** are defined by the Lean Construction Institute and include, but are not limited to, the concepts in Article 17 of Exhibit 2, and the LEAN Program set forth in Tab 7 of the Project Manual.

51. **"Lender"** is the United States Department of Agriculture Rural Development or USDA.

52. **"Liquidated Damages"** are damages for unexcused delays that will be assessed by the County if the Design Builder fails to achieve Substantial Completion of the public safety building and evidence building by the date set forth in the Key Business Terms Sheet or fails to achieve Substantial Completion of the entire Work by the agreed Substantial Completion Date. Liquidated damages will be the County's sole remedy for delay damages caused by Design Builder's failure to timely complete the public safety and evidence buildings or substantially complete the other Work within the agreed Substantial Completion Date.

53. **"Monthly Progress Reports"** means the reports written by the Design Builder and submitted to the Project Manager per Section 1.9 of Exhibit 2 to provide an overall status of the Project's progress, and any concerns or impacts.

54. **"Party"** means County or Design Builder. **"Parties"** means both the County and Design Builder.

55. **"Phase"** or **"Phases"** is a portion of the Project that is geographically or otherwise distinct and may have separate milestones and dates for Substantial Completion.

56. **"Product Data"** includes illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Design Builder or its Subcontractors illustrating materials or equipment for some portion of the Construction Work.

57. **"Project Manager"** is the County's consultant Bob Christenson.

58. **"Project Objective"** includes the Agreed Program, the GMP, and the Baseline Schedule.

59. **"Project Team"** includes the County, its Project Manager, Construction Manager, and Separate Contractors and Separate Consultants, the Criteria Architect, the Design Build Team Members and each of their respective Subcontractors and Consultants, inclusive of tiers. A member of the Project Team may be referred to individually as a **"Project Team Member"** or collectively as **"Project Team Members."**

60. **"Project"** means the County of El Dorado Public Safety Facility.

61. **"Punch List"** is a list prepared by the Design Builder and its Architect of Record and engineers of record in conjunction with the Construction Manager, and the Project Manager when Design Builder considers a portion of the Construction Work substantially complete, that includes all items that are incomplete or unsatisfactorily finished, and a schedule for their completion.

62. **"Record Model"** is the version of the BIM that will be updated throughout construction to reflect the as-built condition of the Project and is turned over to the County through the Construction Manager upon Final Completion.



63. **"Record Schedule"** is the as-built schedule prepared and updated weekly by Design Builder throughout the Project as completed tasks are logged in the Last Planner System.
64. **"Request for Information" or "RFI"** means written requests prepared by the Design Builder or Subcontractors requesting clarification about design or raising coordination issues that impact design, cost, or schedule. The Request for Information Form is set forth in Tab L of the Project Manual.
65. **"Resource Loaded Work Plan" or "RLWP"** is the cost loaded staffing plan prepared by the Design Builder, in collaboration with the Design Build Team allocating their respective reimbursable costs related to labor expenses for Design Services and General Conditions broken down by Project stage and spread over the duration of the Baseline Schedule. The Resource Loaded Work Plan is attached to the Agreement as Exhibit 4C.
66. **"Schedule"** is the most current, approved Project schedule updating the Baseline Schedule (Exhibit 5A).
67. **"Schematic Design Documents"** will be created by the Design Builder through a collaborative effort with necessary Project Team Members and user groups in accordance with the Project Objective. The Schematic Design Documents must include outline Specifications and other necessary documents illustrating the scale and relationship of Project components and will include a site plan with preliminary landscape, preliminary building layout and floor plans, sections and elevations for major building systems, as well as line diagrams and proposed equipment schedules based on the Criteria Documents (Exhibit 3A), Design Documents (Exhibit 3B), Applicable Building Codes (Exhibit 3D), and Other Project Documents (Exhibit 3E).
68. **"Separate Consultant"** is a person, or firm, under separate contract with the County that is performing other services related to the Project.
69. **"Separate Contractor"** is a person, or firm, under separate contract with the County that is performing other work related to the Project.
70. **"Set Based Design"** involves delaying design decisions until later in the process to allow the Project Team the ability to explore several design alternatives taking into consideration trade-offs for integrated systems with competing requirements before design decisions are made. Set Based Design supports concurrent engineering, which eliminates waste, avoids locking in costs before necessary learning can occur, facilitates partitioning of complex designs to cross-functional teams, and supports flexibility in design.
71. **"Shop Drawings"** means Drawings, diagrams, and other data specially prepared by the Design Builder, or its Subcontractors, manufacturers, suppliers, or distributors to demonstrate the way that the party proposes to perform its portion of the Construction Work in accordance with the design illustrated in the Construction Documents.
72. **"Signatory" or "Signatories"** are those persons authorized by the County and Design Builder, respectively, who have the authority to legally bind their respective entities and who have authority to execute the Agreement, Amendments, and Change Orders.



73. **"Specifications"** are the written requirements for materials, equipment, systems, standards, execution, and workmanship for the Construction Work, and performance of related services. The Specifications are included in the Contract Documents.

74. **"Subcontractor"** includes all specialty contractors under direct contract with Design Builder for performance of a portion of the Construction Work and all tier-subcontractors. The term Subcontractor includes Design-Build Subcontractors.

75. **"Submittals"** includes Shop Drawings, Product Data, samples, and similar documentation required by the Specifications or other Construction Documents.

76. **"Substantial Completion Date"** is the date when the entire Project has achieved Substantial Completion.

77. **"Substantial Completion"** means the entire Project, or a Phase of the Project is complete, other than minor punch list items, and the applicable areas have received a temporary certificate of occupancy from Governmental Authority allowing the County to legally occupy the Phase or Project for its intended use. Substantial Completion does not include final punch-list, training of County's personnel, or transmission of close-out documentation.

78. **"Target Value Design"** is a design discipline that requires project values, cost, schedule, and constructability to be basic components of the design criteria, and uses cost targets to drive innovation in designing a project to provide optimum value to an owner. Target Value Design uses constructability and cost information from the Project Team before design decisions are made to allow the design to progress within the GMP and Contract Time. Target Value Design estimates should include life cycle cost analysis for systems being considered, design details as they are being developed, and portions of the Construction Work that the Design Builder deems necessary for accurate cost modeling.

79. **"Unforeseen and Differing Site Conditions"** means discovery of unknown, unforeseen or differing site conditions as defined in Public Contract Code section 7104.

80. **"Work"** includes all required Design Services, Construction Work, and commissioning necessary for proper completion of the Project in accordance with the Contract Documents.





Exhibit 2 – Supplemental Conditions



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1. PROJECT MANAGEMENT CONTROL SYSTEMS

1.1 General. Design Builder will collaborate with Construction Manager and the County to develop project management control systems. At a minimum, project management control systems must include the management tools set forth in Sections 1.3 through 1.7.

1.2 Risk Registry. The Design Builder is responsible for and will collaborate with other Project Team Members to identify risks that could jeopardize the Project success. These risks will be documented in a risk registry that identifies the risks in priority order and documents the strategies to avoid, mitigate, and monitor these risks. The risk registry will be regularly reviewed and updated by Design Build Team, and reviewed monthly with the Construction Manager and Project Manager. The Construction Manager and Design Build Team will also review the effectiveness of the risk management strategies and will modify or implement new strategies to reduce or eliminate Project risks.

1.3 Daily Construction Reports. Design Builder will keep a daily log containing a record of weather, each Subcontractor's portion of the Construction Work accomplished on the site, the number of workers per trade, identification of equipment, problems encountered, and other similar relevant data. Design Builder will submit Daily Construction Reports on Project Manual form 2F Daily Construction Report Form. Daily Construction Reports will be submitted to the Construction Manager on a weekly basis for all Construction Work performed on a Project during the prior week, and Design Builder will keep 1 copy of all Daily Construction Reports at the site office.

1.4 Submittal Log. Design Builder will keep a Submittal log containing a record of all Submittals, the date submitted, the date returned to the Design Builder and Subcontractor and whether the Submittal was approved or requires resubmission. Design Builder will keep a jobsite copy of all Submittals and all Submittals, as well as the Submittal log, will be posted electronically on a web portal established for the Project.

1.5 Change Order Log. Design Builder will keep a Change Order log recording all Change Order Requests and executed Change Orders by number and description and documenting the date the Change Order Request was submitted, date reviewed, and whether the Change Order Request is pending, approved or rejected, as well as the date that the Change Order was either approved and executed or rejected. Design Builder will keep a jobsite copy of all Change Order Requests and executed Change Orders. The Change Order log will be posted electronically on a web portal established for the Project.

1.6 Field Work Order Log. Design Builder will keep a Field Work Order log recording all Field Work Orders by number and description and documenting the date the Field Work Order was issued, date executed by Design Builder, and what (if any) COR was submitted by Design Builder. Design Builder will keep a jobsite copy of all Field Work Orders. The Field Work Order log will be posted electronically on a web portal established for the Project.

1.7 Request for Information Log. Design Builder will keep a log of all Requests For Information or clarification ("RFIs"). The log will set forth the RFI number, the date the RFI was submitted, and the date it was returned to the field for implementation. Design Builder will keep a jobsite copy of all RFIs and all RFIs, as well as the RFI log, will be posted electronically on a web portal established for the Project.



1.8 Testing and Inspection Logs. Design Builder will maintain an on-site inspection log that is accessible by Construction Manager, County and any Governmental Authority. The log will document all tests and inspections performed at the site during construction of the Project. The record of tests will include the following information:

1.8.1 Request for Inspection.

1.8.2 Date test or inspection was conducted.

1.8.3 Identity of testing agency or special inspector.

1.8.4 Description of the Construction Work tested or inspected.

1.8.5 Identification of any Drawings or applicable details, Specification, or other Construction Documents or Submittals that were used during testing and inspection.

1.8.6 Date that the test or inspection was concluded and the date that the results were transmitted to Construction Manager.

1.9 Weekly Meetings. Design Builder will hold weekly Project meetings with Construction Manager and Project Manager, weekly safety meetings, and weekly Subcontractor coordination meetings to discuss design, preconstruction, jobsite procedures and safety, progress and scheduling, Change Orders, and to resolve any pending design or construction issues. Design Builder will be responsible for taking and publishing meeting minutes, documenting progress, resolutions, action items, and outstanding items. Meeting minutes will be transmitted to Construction Manager for review and approval, and posted electronically on a web portal established for the Project.

1.10 Monthly Progress Reports. Design Builder will record the progress of the Work by submitting written monthly progress reports to County, Project Manager, and Construction Manager, which at a minimum will indicate: (i) overview; (ii) status of procurement; (iii) status of Submittals, Change Orders, RFIs; (iv) percentages of Work completed, (v) status of delivery of major Project equipment and components and an explanation of any impacts, if delayed, (vi) updated Schedule per Section 1.9.2, (vii) a list of critical activities to be performed during the next month, (viii) an explanation of any delays to critical path or milestones set forth in the Schedule, (ix) recovery plans per Section 9.6 of the Agreement, (x) concerns or issues raised by Project Team Members or any Governmental Authority; (xi) updated monthly budget review pursuant to Section 1.9.1; and (xii) copies of select progress photos as required by Section 18.3. Additional all logs required by Sections 1.4 through 1.8 must be updated and posted to the Project's web based system before submission of the monthly progress report.

1.10.1 Budget Report and Monthly Budget Review. The Design Builder will establish a budget based on the GMP Breakdown (Exhibit 4A), and will monitor the projected actual cost and compare it to the GMP throughout the design and construction process. The budget will show actual cost for activities in progress and the remaining Cost of the Work including Change Orders, remaining contingency, as well as estimates for incomplete tasks by way of comparison between the monthly budget and the GMP. (Exhibit 4A). On a monthly basis, the Design Builder will go over the monthly budget with the Construction Manager, the County, and USDA. The monthly budget review will be used to support the Target Value Design process and to track Project costs through the Construction Work. If the Cost of the



Work is projected to exceed the Guaranteed Maximum Price, the Design Builder will develop a recovery plan with the Project Manager and the Construction Manager.

1.10.2 Schedule Update. Design Builder will update the Baseline Schedule based on actual percentage of Work completed and extensions of time that may have been granted through approved Change Order. The Schedule will be used for projection of milestones. The P6 file of the Schedule existing on the last day of each month must be electronically transmitted to the Construction Manager within 3 working days after the end of month. However, all Work will be performed in accordance with the work plans as described in Section 9.4.3 of the Agreement.

2. REQUESTS FOR INFORMATION

2.1 Process. The Project Team Members will create an efficient RFI process where the Design Build Team targets to resolve 95% of RFIs on the first review. If the RFI efficiency falls below 90% resolution on the first review, then the Construction Manager will meet with the Design Build Team to review and implement corrective measures to improve the process to the expected target of 95%.

2.1.1 During Design/Preconstruction Stage. To the greatest extent possible, questions, conflicts and issues regarding coordination and constructability should be resolved through collaboration with the appropriate Project Team Members during the design and preconstruction stage. Resolutions reached during the design and preconstruction stage will be included in the Construction Documents without the need for a formal RFI. If critical issues cannot be resolved through informal collaboration, Project Team Members will add those item to the risk registry for future resolution.

2.1.2 After Construction Work Commences. To the extent that information or clarification is needed after the Construction Work has commenced, the party seeking clarification will first attempt to resolve the matter informally through collaboration with the Design Build Team Member who is the most appropriate responder. If the requesting and responding parties are able to resolve the issue, they will generate an RFI documenting the solution. If the requesting and responding parties are unable to resolve the issue through their initial informal collaboration, the party seeking the information will indicate when the issue needs to be resolved to avoid delaying the Construction Work and the appropriate responding party will reliably commit to answering the RFI to avoid delaying the Construction Work. All written requests must be dated, indicate what specific information is required and when a response must be received to avoid delaying the Work. If possible the RFI should include a proposed solution. The Construction Manager and Design Builder must be copied on all written RFI's. The responding party will resolve all questions, discrepancies, ambiguities, and other clarifications regarding the requirements of the Construction Documents in accordance with the Contract Documents and the Project Objective. All responses must be distributed to the requesting party with a copy to the Architect of Record, Design Builder, and Construction Manager. If the RFI response impacts cost or schedule, the Design Builder will submit the response to the Construction Manager in accordance with Article 11 of the Agreement, with a copy to the Project Manager.

3. SUBMITTALS

3.1 Submittal Process. The Design Build Team will create an efficient Submittal process where they target 95% approval of all Submittals on the first review. If the Submittal



efficiency falls below 90% approval on the first review, then Construction Manager will meet with the Design Build Team to review and implement corrected measures to improve the process to the expected target of 95%.

3.2 Submittals. Subcontractors will timely submit all Submittals required by the Contract Documents to the Design Builder for coordination and review prior to submitting them to the Consultant who is responsible for that specific design discipline, and in accordance with the most current, approved Submittal schedule avoiding delays in the Work or in the activities of other Project Team Members performing work or services. The Design Builder will notify the Construction Manager when each Submittal is posted for review per Section 3.2.1. Each Submittal will be prepared by the responsible Subcontractor or supplier in accordance with the Contract Documents to demonstrate the construction means and methods proposed for installation of a building system or component in a coordinated manner with other contiguous work and consistent with the design expressed in the Construction Documents. Design Builder will not submit any Shop Drawing that is merely a tracing or copy of any of the Construction Documents. To the extent Design Builder is self-performing any Work that requires a Submittal, the Design Builder will also comply with the requirements in this Section 3.2.

3.2.1 Electronic Submission and Archiving. The Design Builder will coordinate with the Construction Manager to establish a web based system to track and archive Submittals and Submittal reviews, which will be available to the Project Team Members and their respective Separate Consultants, Separate Contractors, Subcontractors, Consultants, and suppliers performing work on the Project. If that particular trade or discipline is being modeled, Submittals will be delivered in an electronic format capable of being read and integrated into the BIM. By transmitting a Submittal, the Design Builder and submitter respectively represent that each has reviewed the submission for accuracy and compliance with all Contract Documents, coordinated the information contained within the Submittal with the existing field conditions and requirements of the Work and other contiguous work, and that all original engineering, if required, has been performed by a qualified professional engineer or architect appropriately licensed in accordance with Applicable Law.

3.2.2 Submittal Scheduling. The Design Builder will provide a Submittal schedule that complies with the milestones set forth in the Schedule and indicates when Submittals will be issued and when approval must be received to allow for proper procurement of materials and equipment and to avoid delays in the Work. Submittal review will be in accordance with the most current approved Submittal schedule or within such time as is sufficient to permit adequate review but should not ordinarily exceed 21 calendar days. At the Design Builder's option, the Submittal schedule may be integrated into the Schedule.

3.2.3 Design Review. The Architect of Record as well as other appropriate Consultants or USDA (if required) will review the Submittals for conformance with the Construction Documents or Criteria Documents (for design build work), and approve or take other appropriate action. The County reserves the right to have peer review of Submittals. The Design Builder will remain responsible for all Design Services regardless of the approval process, and approval of a Submittal by the County or USDA (if required) does not relieve the Design Builder or submitter from any of its contractual obligations, and will not constitute approval of any safety precautions or construction means, methods, techniques, sequences, or procedures. Approval of a specific item does not constitute approval of an assembly of which the item is a component. Any Submittals that are not required by the Contract Documents may be returned by the appropriate Consultant without action. If any Submittal is returned without approval, the rejecting party will discuss with the submitting party the reason for rejection and



describe the necessary modifications. The Design Builder will require its Subcontractor or supplier to make the necessary corrections and furnish corrected resubmissions to the Architect of Record and other appropriate Consultants within 1 week or less, for approval. No Construction Work will be performed for which the Contract Documents require a Submittal until the respective Submittal has been approved. All approved Submittals must be posted on the Project's portal, and available in the Design Builder's Project office.

3.3 Design-Build Subcontractors. Submittals prepared by Design-Build Subcontractors must be prepared by, or under the responsible charge of, a professional engineer or architect registered or licensed in accordance with Applicable Law who will sign and seal all design-build Submittals indicating that the Consultant is the engineer or architect of record. Submittals will be in accordance with the provisions set forth in this Article 3. Design-Build Subcontractors will remain liable and responsible for all design-build Submittals. The Architect of Records and other Consultants will review design-build Submittals to confirm that the Submittals are in general conformance with the design criteria and Construction Documents, and to coordinate the design-build Submittals with the design prepared by other Consultants.

4. WORK RESTRICTIONS

4.1 Work Hours. All Construction Work will be performed between 7:00 a.m. and 7:00 p.m. Monday through Friday. Design Builder will provide Construction Manager with written notice for any Construction Work that will need to be performed on weekends or after hours. All after hour Construction Work requires Construction Manager's written approval prior to commencement.

4.2 Noise. No Construction Work that generates noise will be permitted outside of the above hours of operation without the permission of the Construction Manager. Requests for approval for Construction Work authorization for hours outside of the allowed times will be submitted to the Construction Manager with a copy to the County a minimum of 7 days in advance of the proposed activities. This request will include a schedule of what dates activities will be occurring outside the hours of operation, clearly indicate the hours of Construction Work requested, the type of Construction Work to be completed, the potential noise generating activities including equipment associated with this Construction Work, and the contact information for onsite staff to be contacted if the noise becomes disturbing during noise sensitive hours. Design Builder will also comply with any applicable local ordinance or permit conditions regulating noise levels and perform the Construction Work in compliance with those provisions, which may be more restrictive.

4.3 Environmental Control Plan. Before commencing Construction Work, the Design Builder will prepare and submit an environmental control plan to the Construction Manager with a copy to the County that, at a minimum, identifies sources and mitigation measures for dust, air pollution, odors, and issues specified in the Environmental Impact Review.

4.4 Smoking. Smoking is never allowed within any buildings. Smoking is only permitted in designated areas. All ashes and cigarette butts must be deposited in approved receptacles. Chewing tobacco is prohibited.



4.5 Staging and Storage.

4.5.1 Outside of the Building: Material will be stored only in the areas indicated on the Site Logistics Plan (Tab 12, Project Manual). Limited short term staging areas will be designated Site Logistics Plan (Tab 12, Project Manual).

4.5.2 Inside the Building: Staging and storage of materials and equipment within the building will be limited to those materials and equipment reasonable for the crew size and lean production as determined by Design Builder's superintendent in collaboration with the Construction Manager. All material will be on pallets or carts with wheels for easy mobility. Pallets and generic cardboard boxes will be labeled with the responsible Subcontractor's name. Any material or equipment found in excess of immediate needs and that is deemed as interfering with the progress of other trades will be required to be removed at the Subcontractor's sole expense.

4.6 Parking. All parking will be in areas designated on the Site Logistics Plan (Tab 12, Project Manual). Parking will not be allowed on the surrounding highway or streets.

5. TESTING AND INSPECTIONS

5.1 Notice and Preparation for Inspections. Tests, inspections, and approvals of portions of the Construction Work required by the Contract Documents, Applicable Law, or Governmental Authorities will be coordinated by the Design Builder. When portions of the Project are ready for inspection, the Subcontractors will notify the Design Builder and the Design Builder will make arrangements for tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the County, and Governmental Authorities (as applicable). The Design Builder will coordinate all inspections with the Construction Manager and must provide the Construction Manager with not less than 3 business days' notice of when and where tests and inspections are to be made so that the appropriate parties may be present for the procedures. Upon completion of inspection, the Design Builder will create list describing any deficiencies and distribute to all affected Subcontractors before closing any concealed spaces.

5.2 Cost of Inspections. The County will pay for testing and inspection. However, the Design Builder and its Subcontractors will bear all costs associated with re-inspection if the Construction Work was not ready for inspection or failed inspection.

5.3 Covered Work Before Inspection. If a portion of the Construction Work is covered before inspection by the proper authorities, it will be uncovered for inspection and examination by the Design Builder, Construction Manager, and proper authorities and be replaced at the Design Builder's and the responsible Subcontractor's sole expense and without change in the Contract Price or Contract Time.

5.4 Additional Testing. If the Construction Manager or Governmental Authorities require additional testing, the Design Builder in coordination with the appropriate Subcontractor will make the necessary arrangements and provide notice to the Construction Manager of when and where the additional testing will occur. Notice will be in accordance with Section 5.1. The Design Builder and its Subcontractor(s) will bear all costs associated with additional testing if the additional testing reveals that portion of the Construction Work failed to comply with the Contract Documents.



5.5 Non-Conforming Construction Work. Within 2 business days, the Design Builder will commence correcting Construction Work that is rejected by the Construction Manager, or proper inspection authority for failing to conform to the requirements of the Contract Documents, including Construction Work that is destroyed or damaged (whether completed or partially completed) by the Design Builder's or its Subcontractors' correction or removal of the non-conforming Construction Work, and whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. The Design Builder and the responsible Subcontractor(s) will bear all costs associated with correction of non-conforming Construction Work. If the non-conforming Construction Work is not promptly corrected, repaired or replaced, the County may correct the non-conforming Construction Work through Separate Contractors and will back-charge the Design Builder for all costs associated with the repair or replacement. Failure to recognize non-conforming Construction Work before Project Final Completion does not waive Claims by the County for correction of non-conforming Construction Work.

5.6 Certifications. All required certifications for testing, inspections, and approval will be procured by the Design Builder and maintained in the files for the Project until Final Completion. Upon Final Completion, all certifications will be transmitted to the Construction Manager along with other close-out documentation as required per the Contract Documents.

5.7 Inspection and Certificate of Substantial Completion. When the Design Builder believes that the Project or a Phase of the Project has achieved Substantial Completion, the Design Builder will notify the Construction Manager who will review the Construction Work performed in a Phase or for the entire Project (as applicable) with the County, USDA representative, and appropriate Governmental Authorities. If the applicable Governmental Authorities approve occupancy of the Project, or partial occupancy for a Phase of the Project per Section 5.7.1, and the Construction Manager finds that Substantial Completion has been achieved, the Construction Manager will issue a certificate of Substantial Completion documenting the date of Substantial Completion of that Work. If the Project or Phase (as applicable) has not achieved Substantial Completion, the Design Builder in collaboration with the Construction Manager and the County will prepare a list of items that must be completed, repaired, or replaced ("Punch List") before Substantial Completion and determine projected time for when each item on the list will be completed. Failure to include an item on the Punch List will not relieve the Design Builder or its Subcontractors from properly completing all Construction Work in accordance with the Contract Documents. The Design Builder will coordinate all Punch List work among its Subcontractors. After the responsible Subcontractor has completed its respective Punch List items, the Subcontractor will notify the Design Builder. Once all Punch List items have been completed, the Design Builder will notify the Construction Manager and the County that the Project or Phase is ready for re-inspection. The certificate will be submitted to the USDA representative for acknowledgment of Substantial Completion, and to the County and Design Builder for their written acceptance of responsibilities assigned to them in the certificate. Unless otherwise agreed, the certificate of Substantial Completion establishes the date when responsibility for security, maintenance, heat, utilities, damage to the Construction Work and when insurance transfers back to the County. Warranty commences upon Substantial Completion per Article 14 of the Agreement unless specifically noted otherwise in the certificate of Substantial Completion.

5.7.1 Partial Use and Occupancy. Upon 3 business days' written notice to the Construction Manager, and provided that the applicable Governmental Authorities have deemed the Project Phase fit for beneficial use and occupancy, the County may occupy or otherwise



make use of all or any part of that Project Phase or equipment before Substantial Completion of the entire Project.

5.8 Final Inspection and Acceptance. When the Design Builder believes Final Completion has occurred, the Design Builder will notify the Construction Manager, and the Construction Manager, USDA representative, and applicable Governmental Authorities will review the entire Project and prepare a list of any items that require completion, repair, or replacement (“Final Punch List”). Any Final Punch List items for previously completed and occupied Phases will be corrected under the warranty provisions in Article 14 of the Agreement. Correction of all Final Punch List items to the County's, USDA representative's, and Construction Manager's satisfaction is a condition precedent to Final Completion.

5.8.1 Final Inspection and Phased Occupancy. Before the County uses and occupies a Phase of the Project, the Design Builder, Construction Manager, and USDA Representative will review all Construction Work contained within the Phase and prepare a Phase Punch List that includes all items that need to be completed, repaired, or replaced. Correction of all Punch List items to the Construction Manager's satisfaction is a condition precedent to Final Completion.

6. WORKERS AND WORKERS' COMPENSATION

6.1 Discipline. Design Builder will at all times enforce strict discipline and good order among its employees and Subcontractors. Design Builder and its Subcontractors will not employ on the Project any unfit person or anyone not skilled in the Construction Work assigned.

6.2 Workers. Any person in the employ of the Design Builder whom Construction Manager or the County believes may be incompetent or unfit will be dismissed from the Project and will not be re-employed on this Project except with the written approval of the County.

6.3 Workers Compensation. Design Builder and its Consultants and Subcontractors are required to secure the payment of compensation of its employees in accordance with Labor Code section 3700. Before commencing the Work, the Design Builder and its Consultants, and Subcontractors will sign and file a certification with the Construction Manager under Labor Code section 1861 stating the following:

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the any work or services performed under the Agreement or any subcontracts or consulting agreements.

7. LABOR COMPLIANCE

7.1 Contractor Registration Requirement. Pursuant to California Labor Code Section 1771.1(a), a contractor or subcontractor will not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at



the time the contract is awarded. (See <http://www.dir.ca.gov/Public-Works/PublicWorks.html> to register.) Design Builder represents that it and its Subcontractors were registered at the time the Agreement was awarded, will keep the registrations current, and will notify Subcontractors of all tiers of their respective obligations to register and comply with the requirements set forth in the above referenced statute.

7.2 Notices. Pursuant to Labor Code 1771.4(a)(2), Design Builder will post job site notices as prescribed by regulation. (See 8 Calif. Code Reg. §16451(d) for the notice that previously was required.)

8. CERTIFIED PAYROLL RECORDS

8.1 Certified Payroll. This Project is subject to compliance monitoring and enforcement by the DIR pursuant to Labor Code section 1771.4. Pursuant to Labor Code section 1776, the Design Builder and each Subcontractor will maintain weekly certified payroll records showing the name, address, social security number, work classification, straight time and overtime hours paid each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee performing labor in connection with the Construction Work. Design Builder and its Subcontractors will certify under penalty of perjury that records maintained and submitted by Design Builder and its Subcontractors are true and accurate and that the employer has complied with the requirements of Labor Code sections 1771, 1811, and 1815 for any Construction Work performed on the Project. The weekly payroll records will be certified and submitted by the Design Builder and its Subcontractors (as applicable) under penalty of perjury. The payroll records will be certified and submitted to the Construction Manager by the Design Builder on a monthly basis with its application for payment or at other times that may be designated by the Construction Manager. The Design Builder will also provide the following:

8.1.1 A certified copy of the employee's payroll records will be made available for inspection or furnished to the employee or his or her authorized representative on request.

8.1.2 A certified copy of all payroll records described will be made available for inspection or furnished upon request of the Division of Labor Standards Enforcement, the Division of Apprenticeship Standards, or the Department of Industrial Relations ("DIR").

8.1.3 The certified payroll records will be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or will contain the same information as the forms provided by the DLSE.

8.1.4 As of January 1, 2016, to comply with Labor Code 1771.4(3)(B), all certified payroll records must be submitted electronically through the DIR's Electronic Certified Payroll Reporting (eCPR) system, unless an exemption is established by the DIR. Design Builder may require Subcontractor to submit certified payroll records to Design Builder prior to submission via eCPR (in any form specified by Design Builder).

8.1.5 Any copy of records made available for inspection and furnished upon request to the public will be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address, and social security number. The name and address of the Design Builder or any Subcontractor will not be marked or obliterated.



9. PREVAILING WAGE RATES

9.1 Prevailing Wage. This Project is subject to California State prevailing wages. Design Builder and its Subcontractors will comply with any applicable California prevailing wage laws. The Design Builder acknowledges and agrees that it has performed its own investigation as to the applicability of California prevailing wage laws commencing with Labor Code section 1720 et seq. Design Builder agrees that the Contract Price includes full compensation for all labor in compliance with California Labor Code and that no additional compensation will be owed to Design Builder in the event that Design Builder is required to pay higher wages or incur additional costs that Design Builder contends it did not anticipate.

9.1.1 The Design Builder is aware of the requirements of Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Because this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and because the total compensation is \$1,000 or more, the Design Builder agrees to fully comply with the Prevailing Wage Laws. The Design Builder will obtain a copy of the prevailing rates of per diem wages at the commencement of the Construction Work from the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov/dlsr/. Design Builder will make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to perform Construction Work on the Project available to interested parties upon request, and will post copies at the Design Builder's principal place of business and at the Project site.

9.1.2 Under Labor Code section 1775, the Design Builder and each Subcontractor will forfeit as a penalty to the County not more than \$200 for each calendar day, or portion thereof, for each worker paid less than the stipulated prevailing wage rate for any Construction Work performed by Design Builder, or by any Subcontractor, in violation of the provisions of the Labor Code. The difference between the stipulated prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which each worker was paid less than the stipulated prevailing wage rate, will be paid to each worker by the Design Builder or Subcontractor.

9.1.3 Design Builder will include a copy of the provisions of Labor Code Sections 1771, 1776, 1777.5, 1813 and 1815 in each subcontract. The Design Builder will monitor the payment of the specified general prevailing rate of per diem wages by the Subcontractor to the employees by periodic review of the certified payroll records of the Subcontractor. Upon becoming aware of the failure of the Subcontractor to pay its workers the specified prevailing wage rate, the Design Builder will diligently take corrective action to halt or rectify the failure including, but not limited to, retaining sufficient funds due the Subcontractor for Construction Work performed on the Project. Prior to making final payment to the Subcontractor for any portion of the Construction Work, the Design Builder will obtain an affidavit signed under penalty of perjury from the Subcontractor that the Subcontractor has paid the specified general prevailing rate of per diem wages to its employees and any amounts due under Section 1813.

9.1.4 The Design Builder or Subcontractor will, as a penalty to the state or political division on whose behalf the Subcontract is made, forfeit \$25 for each worker employed in the execution of the Construction Work for each calendar day that the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar



week in violation of the provisions of Section 1813. Notwithstanding the provisions of Sections 1810 to 1814, inclusive, of this Labor Code, or any stipulation inserted in a Subcontractor's subcontract, the work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, will be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1 1/2 times the basic rate of pay.

(a) Design Builder will post, at appropriate conspicuous points on the Project site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

(b) Pursuant to Labor Code 1813, the County is required to notify all violations of this provision to the Division of Labor Standards Enforcement.

10. EMPLOYMENT OF APPRENTICES

10.1 Skilled and Trained Workforce Requirements. Design Builder has reviewed Public Contract Code section 2600 et seq. in its entirety and will ensure that Design Builder and its Subcontractors will use a "skilled and trained workforce" to perform all Construction Work on the Project that falls within an "apprenticeable occupation" in the building and construction trades. "Apprenticeable occupation means an occupation for which the chief had approved an apprenticeship program under Labor Code section 3075 before January 1, 2014." Public Contract Code section 2601 (a). "Skilled and trained workforce" is defined under Public Contract Code section 2601 (d). "Skilled journeyman" is defined under Public Contract Code section 2601 (e).

10.1.1 As of January 1, 2017, at least 30 percent of the skilled journeymen employed to perform work on the Project by the Design Builder and each of its Subcontractors are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief of the Division of Apprenticeship Standards pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

10.1.2 As of January 1, 2018, at least 40 percent of the skilled journeymen employed to perform work on the Project by the Design Builder and each of its Subcontractors are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief of the Division of Apprenticeship Standards pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

10.1.3 As of January 1, 2019, at least 50 percent of the skilled journeymen employed to perform work on the Project by the Design Builder and each of its Subcontractors are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief of the Division of Apprenticeship Standards pursuant to Section 3075 of the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

10.1.4 As of January 1, 2020, at least 60 percent of the skilled journeymen employed to perform work on the Project by the Design Builder and each of its Subcontractors are graduates of an apprenticeship program for the applicable occupation that was either approved by the Chief of the Division of Apprenticeship Standards pursuant to Section 3075 of



the Labor Code or located outside California and approved for federal purposes pursuant to the apprenticeship regulations adopted by the federal Secretary of Labor.

10.2 Apprentices. The Design Builder's attention is also directed to the provisions of Labor Code sections 1777.5, 1777.6, and 1777.7 concerning employment of apprentices by the Design Builder or any Subcontractor. Design Builder and Subcontractors will comply with all applicable requirements and apprenticeship standards as required by Labor Code 1777.5. Following award of this Agreement, Design Builder will submit to Construction Manager a list of work classifications that it plans to utilize on this Project as well as its plan for meeting all apprenticeship requirements in Labor Code 1777.5. Because Design Builder is subject to the standards under Public Contract Code section 2600 et seq., Design Builder will provide proof of this standard and its plan for meeting the applicable ratio to Construction Manager. As soon as practicable and no later than commencing Construction Work, Design Builder (or Subcontractors as applicable) will submit form DAS 140, Public Works Contract Award Information to the appropriate apprenticeship committee(s) and provide proof of submission to Construction Manager. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, the Administrator of Apprenticeships, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

11. UTILITIES

11.1 Existing. Consistent with Government Code section 4215, and notwithstanding any other provision of the Contract Documents, County will be responsible for the timely removal, relocation, or protection of existing main or trunk-line utility facilities located on the Project site, if the utilities are not identified in the Other Project Documents (Exhibit 3E). Design Builder will be reasonably compensated for the cost of locating, repairing damage, not due to the failure of the Design Builder to exercise reasonable care, and removing or relocating the utility facilities not indicated in the Agreed Program (Exhibit 3) with reasonable accuracy. Notwithstanding the above, the County will not be required to indicate the presence of existing service laterals or appurtenances whenever the presence of utilities on the Project site can be inferred from the presence of other visible facilities, such as buildings, and meter and junction boxes, on or adjacent to the Project site. If Design Builder discovers utility facilities not identified by County in the County Provided Information, it will immediately notify the Construction Manager and utility in writing. The public utility, where they are the owner, will have the sole discretion to perform repairs or relocation work or permit the Design Builder to do repairs or relocation work at a reasonable price.

11.2 Interruptions. The Design Builder must provide 14 business days' written notice to the Construction Manager and receive Construction Manager approval before interrupting any utility service at the Project, and all emergency power, etc., must be in place prior to disruption of service.

11.3 Inspection Fees for Permanent Utilities. All inspection fees and other municipal charges for permanent utilities including, but not limited to, sewer, electrical, phone, gas, water, and irrigation will be paid for by the County. Design Builder may either request reimbursement from the County or will be responsible for coordinating with the Construction Manager and County for the payment of the fees.



12. SOILS INVESTIGATIONS

12.1 Investigation. Design Builder has reviewed the geotechnical report and Other Project Documents set forth in Exhibit 3E and has correlated its observations at the Project site per Section 3.4 of the Agreement with the Contract Documents and included all such matters in the Contract Price other than Unforeseen and Differing Site Conditions. Before commencement of the Construction Work, Design Builder will make whatever additional tests it deems appropriate for proper completion of the Construction Work.

13. SURVEYING

13.1 Field Engineering. The Design Builder will employ a California State licensed civil engineer or land surveyor to provide field engineering services to establish benchmarks and line and grade for horizontal and vertical control. Design Builder will establish all required reference points and benchmarks at the site, and will establish building lines and elevations, check for building framing plumbness and levelness, and establish on building frame the required basic grid lines. Design Builder will locate and protect control points before commencing the Construction Work, and preserve permanent reference points during construction. Design Builder will be responsible for replacing any control points that are lost or destroyed. Any additional surveying or layout caused as a result of Design Builder's or any of its Subcontractor's failure to take the necessary precautions to protect the data will be performed at Design Builder's own cost and expense.

14. TRENCHING, SHEETING, AND SHORING

14.1 Permit Requirements for Trenches 5'-0" or More in Depth. Design Builder agrees to comply in full with section 6500 of the Labor Code and to obtain the required permits prior to the initiation of any work, method, operation or process that involves: (i) construction of trenches or excavations that are 5'-0" or deeper and into which a person is required to descend; (ii) the construction of any building, structure, falsework, or scaffolding more than 3 stories high or the equivalent height; (iii) the demolition of any building, structure, falsework, or scaffold more than 3 stories high or the equivalent height; or (iv) the underground use of diesel engines in work in mines and tunnels.

14.1.1 Detailed Plans for Trenches 5'-0" or More in Depth. In compliance with Labor Code section 6705, the Design Builder will submit to the Architect of Record for its acceptance, in advance of excavation, 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 any trench or trenches 5'-0" or more in depth. If the plan varies from shoring system standards, the plan will be prepared by a registered civil or structural engineer. The plan will not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations.

14.2 Excavations Deeper than 4'-0". If Design Builder's Work involves digging trenches or other excavation that extends deeper than 4'-0" below the surface, Design Builder will promptly, and before the following conditions are disturbed, notify the Construction Manager, in writing, in accordance with Public Contract Code section 7104, of any:

14.2.1 Material that the Design Builder believes may be hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.



14.2.2 Subsurface or latent physical conditions at the site differing from those indicated.

14.2.3 Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in the Construction Work of the character provided for in this Agreement.

14.3 Sheeting and Shoring. To the extent that Design Builder's Work involves construction of a pipeline, sewer, sewage disposal system, boring and jacking pits, or similar trenches or open excavations, which are 5'-0" or deeper, Design Builder will comply with all Applicable Law and codes and its bid will contain, as a bid item, adequate sheeting, shoring, and bracing, or equivalent method, for the protection of life or limb pursuant to Labor Code section 6707, which will conform to applicable safety orders. Nothing in this section will be construed to impose tort liability on the County or any of its employees.

15. DIFFERING SITE CONDITIONS

15.1 County's Investigation. The Design Builder will provide the Construction Manager with written notice with copy to the County within 5 business days discovery of any of the conditions listed in Section 14.2 above. Design Builder in conjunction with the County and Construction Manager will promptly investigate the conditions, and if they find that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in the Contract Price or Contract Time, Design Builder may request a Change Order under Article 11 of the Agreement. If it is determined that physical conditions at the site are not latent or are not materially different from those indicated in the Contract Documents or that no change in terms of the Contract Documents is justified, Construction Manager will notify Design Builder in writing, stating reasons Design Builder will not be entitled to an adjustment in the Contract Price or Contract Time regarding claimed latent or materially different site conditions (whether above or below grade) if:

15.1.1 Design Builder knew of the existence of the conditions at the time Design Builder submitted its bid; or

15.1.2 Design Builder should have known of the existence of the conditions as a result of having complied with the requirements of Contract Documents; or

15.1.3 The information or conditions claimed by Design Builder to be latent or materially different consist of information, conclusions, opinions or deductions of the kind that precludes reliance upon; or

15.1.4 Design Builder was required to give written notice of differing site conditions under the Contract Documents and failed to do so within the time required.

16. BUILDING INFORMATION MODELING

16.1 Building Information Modeling Workshop. The Design Build Team will meet and develop detailed protocols for the use of Building Information Modeling on this Project, which will be documented in the BIM Execution Plan that will be incorporated into the Project Manual as Tab 6. Among other things, the protocols developed will:



16.1.1 Specify where and how the Model will be maintained including the parties with substantive responsibility for controlling the information within specific models or model elements;

16.1.2 Provide minimum hardware and software requirements, including the software (including software revision or build date if applicable) that will be used to develop the Model or Models;

16.1.3 Specify protocols for naming conventions, data structure, version control, roll-back, gate keeping, and archiving;

16.1.4 Establish a common coordinate system and conventions as to units;

16.1.5 Specify what building components or systems will be modeled and the level of detail that will be modeled and incorporate appropriate allowances for differing construction tolerances. Designers are required to design to accurate dimensions in the Model;

16.1.6 Specify when and how information regarding constructability and cost will be derived from the Models and provided to the designers to inform design;

16.1.7 Specify when and how existing site information is incorporated into the Model;

16.1.8 Specify how RFIs, clarifications, Shop Drawing and Submittal information will be reviewed and incorporated into the Model;

16.1.9 Specify when and how clash detection/conflict resolution sessions will occur;

16.1.10 Determine what information is more efficiently developed and conveyed using traditional 2D design tools and develop protocols for assuring consistency between the BIM and ancillary 2D information;

16.1.11 Specify how the BIM will be updated and function as a Record Model; and

16.1.12 Specify what design information, if any, will be developed or maintained outside of the BIM.

16.1.13 The BIM workshop will be scheduled by the Model Administrator early in the design process. Any disagreement regarding protocols will be decided by the Construction Manager. The Model Administrator described as in Section 16.2 will document the decisions reached in the BIM Execution Plan.

16.2 Model Administrator. Each Design Build Team Member is responsible for maintaining any individual design or analysis models and providing their modeling information, at appropriate intervals, to the administrator of the Model ("Model Administrator"). The Design Builder will select a Model Administrator who is responsible for receiving modeling information from the Design Build Team and incorporating the information into a master BIM. Unless otherwise agreed, the Model Administrator will host and manage the modeling information.



16.3 Status of the Model. Design Builder will construct the Project in accordance with the BIM that complies with the Construction Documents and other Contract Documents subject to any subsequent modifications. Elements necessary for a fully functional Project, but not modeled due to their size or level of detail, will be provided by the Design Builder as part of its Construction Work with a level of quality consistent with the Construction Documents. It is anticipated that some design information, such as construction details, will not be incorporated into the BIM, but will be prepared as conventional 2D drawings or CAD files. Subject to the agreed level of modeling, the Model provides controlling dimensional information except where 2D Drawings are specifically intended to be prepared at a greater level of accuracy than in the Model. Some design information will only be contained in the written Specifications. The BIM, the 2D Drawings, and the written Specifications are all Contract Documents.

16.4 Submission of Signed and Stamped Drawings. 2D Drawings, calculations and Specifications must be generated, reviewed, sealed, and submitted to reviewing agencies and applicable Governmental Authorities. The Architect of Record and Consultants and the Design-Build Subcontractors will each be responsible for, and will sign and stamp, the Drawings, Specifications and calculations prepared by them. To the greatest extent possible, the 2D Drawings will be generated from the Model.

16.5 Miscellaneous BIM Issues.

16.5.1 Participation by Design Builder or any Subcontractor or supplier, other than Design-Build Subcontractors, in contributing data or advice for use in the BIM will not be deemed the provision of Design Services.

16.5.2 A person may only rely on the substantive information contained within any data in the BIM to the extent appropriate to the level of detail required of the BIM at the time.

16.5.3 Any corrections or repairs to the BIM as a result of the failure of the Architect of Record, Design Builder, or those for whom they are responsible to comply with the provisions of the BIM Execution Plan (Tab 6, Project Manual) will be a Cost of the Work without an increase in the Contract Price or Contract Time.

17. LEAN PRINCIPALS

17.1 Lean Construction. To the extent required by the LEAN Program (Tab 7, Project Manual), the Design Build Team will utilize Lean™ principles and techniques as developed or defined by the Lean Construction Institute™ and as generally identified below.

17.2 Open Communications. Communication is open, clear and direct. It is important that all parties be apprised of information that affects their performance or which they can impact. Whenever possible, communication should be directly between the immediate participants through the most expeditious manner, with information or decisions documented and made available to Project Team Members. The goal of communication in Lean is to assure that all Project Team Members have a high level of common understanding. Construction Manager must be copied on all written communications.

17.3 Collaboration. The Design Build Team will freely share concepts and ideas with other Project Team Members to improve the overall Project outcome. Within the limits of licensing or professional registration, the Design Build Team will review other Design Build



Team Members' portions of the Work and recommend improvements and will openly consider suggestions from other Project Team Members. Nothing in this paragraph changes a Design Build Team Members' responsibility for its portion of the Work or requires a Design Build Team Members to assume responsibility for, or to engage in portions of the Work that require licensure beyond that necessary to perform its respective scope.

17.4 Reliable Promising. Effective Project planning requires that each Project Team Member clearly communicates its needs and must provide reliable promises to other Project Team Members with regard to its own performance. If a Project Team Member discovers that it will not achieve a promise, it must immediately inform the Design Builder and Construction Manager identifying when it can perform, and any impediments to its performance.

17.5 Commitment-Based (Pull) Scheduling. Design Builder represents that the Schedule set forth in Exhibit 5A has taken into account the County's milestones and has set realistic durations agreed to by those who are primarily responsible for delivering the information, services or materials for various components of the Project. In making detailed work plans for accomplishing the various milestones, Design Builder will use a planning system based on requests and commitments by Design Build Team Members to each other for information, materials, or resources that the requester needs to accomplish its task by a certain time. This optimizes the flow of Work through the Project by increasing schedule reliability and reducing bottlenecks and activity that does not facilitate achievement of the milestones.

17.6 Target Value Design. Target Value Design is a design discipline that requires project values, cost, schedule, and constructability to be basic components of the design criteria, and uses cost targets to drive innovation in designing a project to provide optimum value to an owner. Target Value Design uses Set Based Design, taking into consideration Project values, cost, schedule, sustainability, life-cycle, maintenance, and constructability requirements from a multi-disciplinary Design Build Team before design decisions are made to allow the design to progress within the Contract Price and Contract Time. The Design Build Team Members will use Choosing By Advantages as appropriate to reach decisions during the design process.

17.7 Elimination of Waste. Design or construction effort that does not add value is waste and should be reduced or eliminated. Design effort that is not necessary for construction or for regulatory purposes, should be avoided. Similarly, construction resources and materials that are not incorporated into the completed Project should be reduced or eliminated.

17.8 5S and Visual Management. 5S is a Lean system that reduces waste and optimized productivity through maintaining an orderly workplace. Design Builder will integrate 5S duties into regular worksite duties.

17.8.1 "Sort" focuses on eliminating waste by eliminating unnecessary items from the workplace that are not needed for current production.

17.8.2 "Set in Order" focuses on creating efficient and effective storage of materials and items so that they are easy to find, use, and put away.

17.8.3 "Shine" encourages the work area to be kept swept and clean. Daily follow-up is necessary to sustain this improvement.

17.8.4 "Standardize" best practices in the work area



17.8.5 "Sustain" focuses on making new habits and standards for work organization by maintaining correct processes and procedures.

17.9 Quality and Reduction in Rework. Quality is created through careful work, not by inspection and rejection. The Design Build Team will consider innovative ways to design work that reduces the risk of installation errors. Each Design Build Team Member must strive to accurately complete its Work and should identify any Work that does not meet the Project requirements, so that necessary corrections can be identified and executed before, or at the time, the Work is being performed. Design Build Team Members should strive to eliminate rework. Design Builder will collaborate with its Subcontractors to develop clear and effective procedures for a trade to hand off its Construction Work to follow-on trades so that any quality deviations are caught early.

17.10 Best Person. Work is performed, to the greatest extent possible, by the organization or individual best capable of performing that Work.

17.11 Value of Ideas. Open communication and collaboration leads to the development of new ideas and concepts. Good ideas can come from any team member and it is the value of the ideas, not the role or status of the author, that determines whether an idea or concept will be used.

17.12 Optimize the Whole Project. Under the leadership of the Construction Manager, each Design Build Team Member will focus efforts on creating value for the Project as a whole within the Agreed Program. Efforts to optimize any individual team member's portion of the Work must benefit the entire Project to be justifiable.

17.13 Continuous Improvement. Lessons learned are generated continuously and used to guide and improve processes while the Project is underway rather than only at its conclusion.

18. QUALITY ASSURANCE AND QUALITY CONTROL

18.1 Quality Control Plan. The Design Builder will prepare and submit to the Construction Manager and the County for approval a Quality Control Plan (Tab 5, Project Manual) that describes the procedures and methods the Design Builder will utilize to control the quality of the Construction Work. The quality control plan must be approved by the Construction Manager before the start of construction and will reflect the requirements of the approved testing, inspection and observation program. The Construction Manager reserves the right to require revisions of the quality control plan that are necessary to ensure the specified quality of the Construction Work. The Design Builder will assign appropriate site personnel to oversee quality control. No change in the quality control plan will be implemented without prior Construction Manager approval. At a minimum the quality control plan will provide information regarding the following:

18.1.1 Identification of personnel for required training and qualification activities.

18.1.2 Procedures for testing and inspections that identify individual inspection or testing points and acceptance criteria, and include provisions for recording results and the responsible inspection/test personnel.



18.1.3 Procedures for identifying what applicable technical and quality requirements will be required of vendors supplying materials, parts and services to ensure compliance with the Construction Documents.

18.1.4 Procedures for receiving, inspecting and accepting materials and equipment. The procedures will include, at a minimum, examination of the physical condition for compliance with the Contract Documents, purchase order and/or subcontract agreement, and identifying and processing any non-conforming goods.

18.1.5 Provisions for identifying and timely remedying non-conforming or defective Construction Work.

18.1.6 Documentation control to maintain records of the activities included in the quality control plan. All documentation will be submitted to the Construction Manager as part of the close-out documentation for this Project and therefore must be logically organized and indexed for reference.

18.2 Manufacturer's Field Services. To the extent required, the Design Builder will engage in a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. All manufacturers' field service reports must be in writing and included as part of the records turned over to Construction Manager during close-out.

18.3 Progress Photos. Design Builder will provide monthly digital progress photos that clearly depict the progress of the Construction Work. Construction photos must be taken from select vantage points to show the status of construction and progress since the last photographs were taken. Design Builder will collaborate with the Construction Manager to determine general direction, vantage points, and number of photographs. Generally, pictures should start from entry into room and shot clockwise, then the ceiling. Files will need to be created for each room with a file name and room number to match. Photographs will be taken before closing up walls and ceilings, and after all mechanical, electrical, and plumbing work and backings are installed. Each digital image must include the date and time. Color photographs will be taken at Substantial Completion and Final Completion. All Project photos will be uploaded to the progress photo file of the Project's web based system.

18.4 Quality Control Reports. The Design Builder will keep daily quality control reports throughout the duration of the construction process certifying that the relevant area of the Construction Work has been inspected. The quality control reports will be prepared, signed and dated by the personnel identified as the supervisor in the quality control plan and will include, at a minimum, the following information:

18.4.1 Identification of the material, equipment or component that was inspected and indicate, if applicable, if the Submittals have been reviewed and approved by the appropriate Consultants.

18.4.2 Indicate that materials and/or equipment comply with the requirements of the Specifications and Construction Documents and are properly stored, if not yet installed.

18.4.3 Indicate that the Construction Work has been coordinated under Section 7.13.4 of the Agreement, that all required preliminary work has been inspected by the quality control personnel and required Governmental Authorities, was properly performed, and that the



area is ready to receive subsequent Construction Work. If the Construction Work is not acceptable, provide a written description of any re-work required in the area inspected with an explanation of the cause of the re-work (including which Subcontractors are involved), any cost involved in the required re-work, and the expected completion date of the required re-work.

18.4.4 Results of any off-site testing or quality control work and any required further actions.

18.4.5 Other necessary information including, directions received, quality control problem areas, deviations from the quality control plan, construction deficiencies encountered, quality control meetings held, acknowledgement that as-built drawings and BIM have been updated to reflect conditions, corrective direction given by quality control personnel, and corrective action taken by the Design Builder.

19. PROTECTION OF WORK AND PROPERTY

19.1 Site Utilities. Design Builder will contact the appropriate local authorities to locate all site and public utilities prior to commencement of the Construction Work. Design Builder will provide notice to all public utility companies prior to commencement of the Construction Work for coordination of structures and public utilities that are immediately adjacent to the Project site that may be impacted by construction operations.

19.2 Adjacent Properties. Design Builder will provide at least 2 days' notice to all adjacent property owners before commencement of the Construction Work.

19.3 Barriers and Warnings. Design Builder will provide barriers to prevent unauthorized entry to construction areas, to allow for safe use of the Project premise, and to protect existing facilities and adjacent properties from damage from construction operations.

19.4 Water Precautions. Design Builder will grade the Project site as required by the civil design included in the Construction Documents. During construction, the Design Builder will maintain all trenches and excavated areas free from water accumulation and will provide the necessary barriers to protect the Project site from ponding, running water and soil erosion. The Design Builder will provide for increased drainage of storm water and any water that may be applied or discharged on the Project site during performance of the Construction Work. All drainage facilities will be adequate to prevent damage to the Construction Work, Project site, and adjacent property. Design Builder will construct dikes, if necessary, to divert any increased runoff from entering adjacent property (except in natural channels), to protect County's properties and the Construction Work, and to direct water to drainage channels or conduits. Design Builder will provide retention as necessary to prevent downstream flooding.

19.5 Pollution Control. The Design Builder will prepare a pollution control plan for approval by the Construction Manager that meets the requirements of California Storm Best Management Practices (Stormwater Quality Task Force, 1993) to prevent the pollution of drains and watercourses by sanitary wastes, sediment, debris, and other substances and/or soil erosion during construction operations. The approved Pollution Control Plan will be incorporated into the Stormwater Control Plan (Project Manual, Tab 9).

19.5.1 No sanitary wastes will be permitted to enter any drain or watercourse other than sanitary sewers. No sediment, debris, or other substance will be permitted to enter sanitary sewers without authorization of the receiving sanitary sewer service, and all possible



best management practices will be taken to prevent materials from entering into any drain to watercourse.

19.5.2 If dewatering of excavations is required, Design Builder will obtain the necessary permits from local Governmental Authorities for discharge of the dewatering effluent. The Design Builder will be responsible for assuring that water quality of the discharge meets the appropriate permit requirements prior to any discharge.

19.6 Erosion Control. The Design Builder will develop an erosion control plan that is consistent with Storm Water Pollution Prevention Plan ("SWPPP") to prevent soil erosion at the Project site and adjacent property resulting from construction operations. Effective measures will be initiated before commencement of clearing, grading, excavation, or other operations that will disturb the natural protection. The proposed plan is subject to approval by the Construction Manager and will be incorporated into the Stormwater Control Plan (Project Manual, Tab 9).

19.6.1 Erosion and sedimentation control practices will include installation of silt fences, straw wattle, soil stabilization, re-vegetation, and runoff control to limit increases in sediment in stormwater runoff, including but not limited to, detention basins, straw bales, silt fences, check dams, geo-fabrics, drainage swales, and sand bag dikes.

19.6.2 The Construction Work will be scheduled to expose areas subject to erosion for the shortest possible time, and natural vegetation will be preserved to the greatest extent practicable. Temporary storage and construction buildings will be located, and construction traffic routed, to minimize erosion. Temporary fast-growing vegetation or other suitable ground cover will be provided as necessary to control runoff.

19.7 Traffic Control. The Design Builder will prepare a Traffic Control Plan in accordance with the California Department of Transportation Traffic Manual as part of its Site Logistics Plan for review and approval by the applicable Governmental Authorities. The approved Traffic Control Plan will be incorporated into the Project Manual as Tab 4.

19.7.1 Traffic control will include signs, warning lights, reflectors, barriers, and other necessary safety devices and measures, including sufficient flagmen to direct vehicular traffic through the construction areas. No material or equipment will be stored or parked where it will interfere with the free and safe passage of public traffic. Design Builder will remove all equipment and other obstructions from the public right-of-way at the end of each day's work, and at other times when construction operations are suspended for any reason.

19.7.2 All traffic associated with construction operations including, without limitation, delivery and mail trucks, will enter through the construction site access gate. Design Builder will provide signs directing construction and delivery traffic to this gate and will take all necessary steps to minimize inconvenience to the County and the general public throughout the construction process. No driveways or private roads will be blocked without notifying the property owner, and access must be restored during all non-working hours.

19.7.3 Safe access must be maintained for pedestrian traffic throughout any public work area at all times.

19.7.4 At least one lane of traffic in each direction on all roads used on the Project must be kept open at all times unless prior approval is provided by the Construction Manager and any affected Governmental Authorities. No roads will be blocked or made



inaccessible without prior written consent of the Construction Manager and the affected Governmental Authorities in the form of an encroachment permit. Under no circumstances will Design Builder block or obstruct fire lanes.

19.8 Fire Protection. Design Builder is responsible for ensuring that all employees and Subcontractors comply with fire protection precautions:

19.8.1 All employees will be trained in the proper type and use of fire extinguishers.

19.8.2 Emergency phone numbers will be posted at phones and personnel entrances.

19.8.3 Batch plant areas, equipment service areas, parking areas, gas and oil drum storage areas, explosive storage areas, and small stationary engine sites will be cleared of all flammable materials.

19.8.4 All spark producing operation will require the use of fire extinguishing equipment rated not less than 2A-20B:C.

19.8.5 Open fires will not be permitted.

19.8.6 Use of gas or diesel powered tools and equipment in enclosed spaces will be avoided at all times. Exceptions may be made only if the use of the power tool(s) and/or equipment is determined necessary by and is authorized by the Construction Manager and Design Builder's superintendent. In the case of such exceptions, measures will be taken to ensure adequate ventilation to prevent build-up of exhaust fumes and fuel vapors.

19.8.7 All gasoline and diesel powered equipment adjacent to, or inside a building or structure will have a fire extinguisher rated not less than 2A-20B:C available for use.

19.8.8 The travel distance from any point of hot work to the nearest fire extinguisher will not exceed 100 feet. All hot work will require a full time fire watch person whose sole duty is fire watch.

19.9 Repair of Damaged Property. If damage to persons or property occur as a result of the Construction Work, Design Builder will be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The County and Construction Manager will be entitled to inspect and copy any documentation, video, or photographs.

20. HAZARDOUS MATERIALS

20.1 Hazardous Materials and Substances. Design Builder and its Consultants, Subcontractors and equipment vendors will not cause or permit any Hazardous Materials to be generated, released, disposed, discharged, or brought onto or stored at the Project site or used in the Construction Work unless specified and only if there is not a reasonable substitute for the specified material and with the approval of the County. Design Builder will comply, and will ensure that all employees, agents, Consultants, Subcontractors, and equipment vendors it retains comply with, and use all reasonable efforts and practices and cause any other persons under its control at the Project during the Work to comply with all Applicable Law and good



business practices with respect to any Hazardous Material specified, located, used, deposited or brought on the Project, or released, disposed of, or transported on, to, under, from, or about the Project by any of them.

20.2 California Health and Safety Code. The California Health and Safety Code requires businesses to provide warnings prior to exposing individuals to materials listed by the Governor as chemicals "known to the State of California to cause cancer, birth defects or reproductive harm." If Hazardous Materials are used in the Construction Work, Design Builder is responsible for notifying its employees, agents, Consultants, Subcontractors, suppliers, and equipment vendors that Construction Work performed under the Contract Documents may result in exposures to chemicals on the Governor's list. Additionally, Design Builder is responsible for posting appropriate signage around the Project providing warning about Hazardous Materials as required by Applicable Law.

20.3 Disposal of Hazardous Materials. Hazardous Materials may not be disposed of on or at the Project site. Design Builder represents and warrants that any facility to which hazardous wastes may be moved is in compliance with any Applicable Law and that the facility is suitable to receive and/or dispose of, and may lawfully receive and/or dispose of the Hazardous Material.

20.4 Pre-Existing Conditions. Prior to Design Builder beginning any Construction Work on the Project site, the Design Builder will review the Other Project Documents (Exhibit 3E) for the Hazardous Materials that are known by County to be on the Project site. To the extent that Design Builder discovers an unknown, pre-existing, Hazardous Material, the Design Builder will comply with the procedures set forth in Section 20.5. Provided that the Design Builder does not exacerbate or negligently handle the pre-existing hazardous condition, the County will be responsible for removal, disposal, abatement or remediation of unknown, pre-existing Hazardous Materials, and for the clean-up, transport and disposal of those pre-existing Hazardous Materials in accordance with Applicable Law. The County will provide defense and indemnification for pre-existing Hazardous Materials to the extent provided in Section 12.6 of the Agreement.

20.5 Discovery of Hazardous Materials. In the event that Design Builder discovers Hazardous Materials on the site during the performance of the Construction Work, Design Builder will immediately (1) stop Construction Work in the affected area, (2) secure the area around the Hazardous Materials, and (3) notify Construction Manager in writing with copy to County of the condition. Construction Work in the affected area will not be resumed until after written authorization from Construction Manager.

20.6 Verification. Upon discovery of any Hazardous Material that has not previously been identified in the Other Project Documents (Exhibit 3E), the Design Builder will immediately notify the Construction Manager and stop all Construction Work in the area if necessary under Section 20.5. If a Hazardous Material is discovered that was not identified in the Other Project Documents (Exhibit 3E), the County will verify that the condition has been rendered harmless before Construction Work recommences in the affected area. The Design Builder may be entitled to an adjustment in the Contract Price and/or Contract Time if the Hazardous Material is deemed to constitute Unforeseen and Differing Site Condition per Article 11 of the Agreement. If the Hazardous Material was pre-existing, and removal of the Hazardous Material was not included in the Work, the County will pay for the services of the licensed laboratory. The Design Builder will reimburse the County for the services of the licensed laboratory if the Hazardous



Material was brought on-site by the Design Builder or any of its Subcontractors, suppliers, or equipment vendors.

20.7 Liability and Responsibility. With regard to Hazardous Materials, Design Builder will comply with all Applicable Law. Design Builder is liable for the release of any Hazardous Materials and for any pollution related to the Construction Work and will provide defense and indemnification per Section 12.2.8 of the Agreement. In the event any such release or pollution occurs, Design Builder will abate and remove the same as required by Applicable Law, including decontamination, removal, and disposal of any contaminated soil, replacement of contaminated soil so removed, and repair of any damages, all at Design Builder's sole cost and expense. Design Builder will be fully responsible for any exacerbation or negligent mishandling of any pre-existing Hazardous Materials discovered at or near the site, including without limitation any release or discharge of any previously contained Hazardous Materials.

21. SAFETY

21.1 Responsibility. The Design Builder is the "controlling employer" as defined by CalOSHA and is solely responsible for training and supervising its employees, Subcontractors, and suppliers regarding site safety, and for adhering to the Design Builder's Site Specific Safety Program and all Applicable Law governing health and safety on construction sites. All Separate Contractors performing work at the Project site must comply with the Design Builder's Site Specific Safety Program (Project Manual, Tab 3) and will be solely responsible for training of their respective employees, subcontractors, and suppliers.

21.2 Safety Director. The Design Builder will designate a director of safety. The director of safety will be responsible for conducting regular site safety meetings for all Design Build Team Members and will conduct jobsite inspection per Section 21.6 to verify that the Construction Work is being performed in a safe and workmanlike manner and in compliance with the Design Builder's Site Specific Safety Program (Tab 3, Project Manual). The safety director will provide written notice to any party in violation of the safety program demanding immediate correction of any known safety violation. The safety director will also notify the Construction Manager of any known safety violations of Separate Contractors.

21.3 Safety Notices. As the "controlling employer", the Design Builder will give notices and comply with Applicable Law, and lawful orders of Governmental Authorities bearing on safety of persons or property or their protection from damage, injury, or loss at the Project site.

21.4 Safety Data Sheets ("SDS"). Design Builder must comply with all requirements of the Hazardous Communications Standard (Title 29, Code of Federal Regulations, Part 1910, as amended). At a minimum, Design Builder will: (i) keep all SDS on file at the Project site and update as necessary; (ii) cause all Subcontractors and employees to clearly label all hazardous compounds as to content with appropriate warnings noted and the name and address of the manufacturer listed; and (iii) require that all Subcontractors and employees using hazardous compounds are trained in protective handling and are knowledgeable about the potential hazards.

21.5 Signage, Barriers, and Warnings. The Design Builder will erect and maintain, as required by existing conditions and performance of the Construction Work, all necessary



barricades and signage for safety and protection and will notify owners and users of adjacent sites and utilities.

21.6 Daily Jobsite Walks. The Design Builder will also conduct daily jobsite inspections to verify that the Construction Work is being performed in a safe and workmanlike manner and in accordance with the Design Builder's Site Specific Safety Program (Project Manual, Tab 3). The Design Builder will provide written notice to its Subcontractors demanding immediate correction of any known safety violation.

21.7 Weekly Safety Meetings. The Design Builder will hold weekly meetings with its Subcontractors to review Subcontractor compliance with the safety program.

21.8 Emergencies. The Design Builder may act in its sole discretion in case of an emergency to protect persons or property from threatened injury, damage or loss.

21.9 Accidents and Reporting. The Design Builder will promptly notify and report all accidents to the police department, fire department and other Governmental Authorities as appropriate regarding accidents arising from the Construction Work that result in death, personal injury or fire. The Design Builder will also promptly report all accidents and near misses to the Construction Manager with a copy to the County.

21.10 Fines and Penalties. The Design Builder is responsible for the payment of all fines levied against it or against County arising from or related to violation of safety rules, regulations or statutes except for safety violations arising from the County's Separate Contractors' work.

21.11 Required Training. To the extent applicable, Design Builder will require all employees stationed at the Project site and Subcontractors to be trained in all applicable requirements regarding confined spaces per OSHA Standards for Confined Spaces (29 CFR section 1910.146, as amended), lockout/tagout procedures per OSHA Standards for Control of Hazardous Energy (29 CFR section 1910.147, as amended), and any Applicable Law.

21.12 Indoor Air Quality. The Design Builder will provide adequate ventilation and maintain acceptable indoor air quality through-out the Construction Work in order to help sustain the comfort and well-being of construction workers and provide proper site environmental conditions for materials installation. Adequate ventilation means air circulation and air changes as required to cure materials, dissipate humidity, and prevent accumulation of dust, fumes, mold, vapors, or gases. Indoor air quality of a space refers to the relative quality of air in the building with respect to contaminants and hazards and is determined by the level of indoor air pollution and other characteristics of the air, including those that impact thermal comfort such as air temperature, relative humidity and air speed. Design Builder will isolate areas of Construction Work as required to prevent contamination of clean or occupied areas and will use pressure differentials to prevent contaminated air from entering clean spaces. The Design Builder will submit an Indoor Air Quality Management Plan to the Construction Manager that includes best practices for indoor air quality and complies with Applicable Law and applicable ASHRAE and SMACNA standards. To the extent any equipment is used before Substantial Completion, all air filters must be replaced before occupancy. Design Builder's approved Indoor Air Quality Management Plan will be included in the Project Manual as Tab 11.



22. TEMPORARY FACILITIES

22.1 General. Design Builder will review with the Construction Manager where it proposes to locate its temporary construction facilities. Location of jobsite trailers, other temporary facilities, parking, etc., will be included on Design Builder's Site Logistics Plan (Tab 12, Project Manual). Location of temporary structures, trailers, buildings, and vehicle parking areas will be subject to prior written approval by the Construction Manager and the County. Temporary structures constructed by the Design Builder will remain its property and will be removed by Design Builder from the site at its own expense, immediately upon completion of the Construction Work, and the site left in a clean and tidy condition.

22.2 Temporary Offices. Design Builder will provide and maintain for the duration of the Work all temporary structures, offices, equipment, trailers and/or warehouses necessary for performance of the Work. Before proceeding with the erection or establishment of such facilities, Design Builder will provide the dimensions, description, and proposed location of all such temporary facilities on the Site Logistics Plan. The Design Builder's offices must include space for the Design Builder's onsite staff, a designated Project meeting space, as well as designated offices for the Construction Manager and Project Manager, and there must be at least 4 designated parking spaces adjacent to the jobsite trailer(s) for the Construction Manager, Project Manager, and County. Such facilities will be clearly marked with Design Builder's business title or logo, be adequate for the intended purpose, and conform to the requirements of all state and local regulations.

22.3 Temporary Electricity. Design Builder will provide, maintain, and pay for temporary electrical power at the Project site for construction purposes and trailers.

22.4 Temporary Communications. The Design Builder will provide, maintain, and pay for all applicable communications and data service connections (including 10/100 Base-T Ethernet connections) for field offices, including all installation and connection charges.

22.4.1 At each telephone, post a list of important telephone numbers:

- (a) Police and fire departments.
- (b) Ambulance service.
- (c) Design Builder's home office.
- (d) Architect of Record's office
- (e) Criteria Architect's office.
- (f) County's office.
- (g) Principal subcontractors' field and home offices.

22.5 Temporary Water. The Design Builder will provide, maintain, and pay for all required potable water required for construction field personnel as well as water required for and in connection with the construction operations such as dust control. Unnecessary waste of water will not be permitted. The Design Builder must use special hydrant wrenches for opening and closing fire hydrants in lieu of pipe wrenches.



22.6 Temporary Fences. The Design Builder will provide all necessary temporary fencing and gates required for the Project site. Placement of temporary fencing and gates will be subject to the Construction Manager's approval. The Design Builder will maintain all fences through Final Completion. Gates are to remain closed and locked during off-hours.

22.7 Temporary Sanitary Facilities. Sewer and drainage utility may not be available at the site. Provide and maintain all required temporary toilets and sinks for use of all design and construction personnel and field labor through Final Completion. Design Builder may connect to Location of temporary sanitary facilities will be approved by Construction Manager prior to delivery. The Design Builder will provide at least 1 temporary sanitary facility for every 20 persons, or more if required by the applicable Governmental Authorities. All temporary sanitary facilities will comply with standards of the applicable Governmental Authorities.

22.8 Construction Equipment and Aids. Design Builder will furnish, install, maintain, and operate all construction equipment required by the performance of the Construction Work. Construction aids include elevators and hoists, cranes, temporary enclosures, swing staging, scaffolding and temporary stairs. When sandblasting, spray painting, spraying of insulation, or other activities inconveniencing or dangerous to property or the health of design or construction personnel or the public are in progress, Design Builder will enclose the area of activity to contain the dust, over-spray, or other hazard.

22.9 Temporary Lighting. Design Builder will provide temporary lighting that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.

22.10 Heating and Cooling. Design Builder will provide temporary heating and cooling required by the Construction Work for curing or drying of completed installations or for protecting installed construction from adverse effects of low temperatures or high humidity. Equipment used will not have a harmful effect on completed installations or elements being installed.

22.11 Ventilation and Humidity Control. Design Builder will provide temporary ventilation required by construction activities for curing or drying of completed installations or for protecting installed construction from adverse effects of high humidity. Equipment used will not have a harmful effect on completed installations or elements being installed. Ventilation will produce ambient condition required and minimize energy consumption.

22.12 Removal of Temporary Facilities and Equipment. The Design Builder will remove all temporary utilities, equipment, facilities, and materials before final inspection of the Project and clean and repair any damage caused by installation or use of temporary work restoring existing facilities to their original conditions.

22.13 Scaffolding and Hoisting. Design Builder will provide all bracing, hoisting, cranes, rigging, forklifts, ladders, scaffolding and other equipment necessary for the performance of the Construction Work. This will include flagmen and all necessary safety precautions.

22.13.1 Design Builder must prepare, for review only, engineered hoisting plans showing hoist locations, pad specifications matching existing slab-on-grade, out-rigger loads, pick points, boom swing, setting points and crane limits. Any changes from the hoisting plan are



to be brought to the Construction Manager's attention in writing before performing the Construction Work.

22.13.2 Design Builder will coordinate the hoisted loads so as not to overload the structure. Pre-sort deck and split truck deliveries as needed to accommodate erector's hoisting schedule.

23. CLEAN UP

23.1 Cleaning Up. The Design Builder will keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by construction operations. At completion of the Construction Work, the Design Builder is responsible for removing waste materials, rubbish, construction tools and equipment, machinery and surplus materials from and about the Project. If the Design Builder fails to clean up as provided in the Contract Documents, the County may do so and the cost associated with the clean-up will be at Design Builder sole expense.

24. MISCELLANEOUS

24.1 Nondiscrimination/Equal Employment Opportunity

24.1.1 Equal Employment. Pursuant to Labor Code section 1735, Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, and other Applicable Law, the Design Builder, its Consultants, and Subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, political affiliation, marital status, or disability on this Project. The Design Builder will take affirmative action to ensure that employees are treated during employment or training without regard to their race, color, religion, sex, national origin, age, political affiliation, marital status, or disability and will comply with the following requirements:

(a) During the performance of the Work, Design Builder and its Consultants, and Subcontractors will not deny benefits to any person on the basis of religion, color, ethnic group identification, sex, age, physical or mental disability, or 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 (over 40) or sex. Design Builder will ensure that the evaluation and treatment of employees and applicants for employment are free of discrimination.

(b) Design Builder will comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.), the regulations promulgated thereunder (Cal. Admin. Code, Tit. 2, sections 7285.0 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code sections 11135-11139.5), and the regulations or standards adopted by the USDA and the County to implement such article.

(c) Design Builder will permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to its books, records, accounts, other sources of information and its facilities as the Department or Agency requires to ascertain compliance with this clause.



(d) Design Builder and its Subcontractors will give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

(e) The Design Builder will include the nondiscrimination and compliance provisions of this clause in all subcontracts.

24.1.2 Americans With Disabilities Act. Design Builder will be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.) and the Architectural Barriers Act Accessibility Standards (ABAAS). All Work will be performed in compliance with ADA regulations.

24.1.3 Community Construction Outreach Program. The Design Builder and its Subcontractors will use best efforts in complying with the Community Construction Outreach Program set forth in Tab 10 of the Project Manual.

24.1.4 Small/Minority/Women Owned Businesses. Design Builder and its Subcontractors will take affirmative steps to utilize small, minority, and women owned businesses as subcontractors, and for sources of supplies, equipment, materials, and other services. Affirmative steps consist of: (i) including qualified small, minority and women's businesses on solicitations lists; (ii) assuring the small, minority and women's business are solicited whenever they are potential sources; (iii) dividing total requirements when economically feasible into small tasks or quantities to permit maximum participation of small, minority and women's businesses; (iv) establishing delivery schedules, where the requirements of the Work permit, which will encourage participation by small, minority and women's businesses; (v) using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the U.S. Department of Commerce; (vi) requiring each Subcontractor to take the affirmative steps of this Section 24.1.4 ; and (vii) Design Builder is encouraged to procure goods and services from labor surplus area firms.

24.2 Equal Opportunity Requirements.

24.2.1 Design Builder will comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).

24.2.2 Design Builder's compliance with Executive Order 11246 will be based on its implementation of the Equal Opportunity Clause, specific affirmative active obligations required by the Standard Federal Equal Employment Opportunity Construction Contract Specifications, as set forth in 41 CFR Part 60-4 and its efforts to meet the goals established for the geographical area where the Project is situated. The hours of minority and female employment and training must be substantially uniform throughout the length of the Agreement, and in each trade, and Design Builder will make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from contractor to contractor or from project to project for the sole goal of meeting Design Builder's goals will be a violation of the Agreement, the Executive Order, and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against total work hours performed.

24.2.3 Design Builder will provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any subcontract



in excess of \$10,000 at any tier of Construction Work under the Agreement resulting from this solicitation. The notification will list the name, address, and telephone number of the Subcontractor; employer identification number; estimated dollar amount of subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Construction Work is to be performed.

24.3 Labor/Employment Safety.

24.3.1 The Design Builder will maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 et seq.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4.

24.3.2 Employers on a construction project are responsible for the health and safety for their workers as regulated by municipal, State, and Federal acts and regulations. In addition to the Design Builder's Site Specific Safety Program set forth in Tab 3 of the Project Manual, Design Builder is obligated to comply with all laws, regulations, and codes concerning safety as will be applicable to the Construction Work and to the safety standards established during the progress of the Construction Work. Design Builder certifies that its safety record is acceptable under Public Contract Code section 22164 (3)(G).

24.4 Notice Of 3rd Party Claims. Pursuant to Public Contract Code section 9201, the County will provide Design Builder with timely notification of the receipt of any third-party claim relating to the Contract Documents.

24.5 Change In Name Or Legal Entity. If a change in name or nature of the Design Builder's legal entity is anticipated, the Design Builder will notify the Construction Manager to ensure that the change will be properly reflected on the Agreement.

24.6 Assignment Of Anti-Trust Actions. Pursuant to Public Contract Code section 7103.5 and Government Code sections 4554 and 4553, in entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, Design Builder, its Consultants, and Subcontractors offer and agree to assign to the County 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. section 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 the purchase of goods, services, or materials pursuant to the Contract Documents or any subcontract or consulting agreement. This assignment will be made and become effective at the time the County makes final payment to the Design Builder, without further acknowledgment by the parties.

24.7 Prohibited Interests

24.7.1 Financial Interest. No public official or representative of the County who is authorized in such capacity and on behalf of the County to negotiate, supervise, make, accept, approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Project, will be or become directly or indirectly interested financially in this Agreement.



24.7.2 Conflict of Interest. County's officers, employees, or agents will not engage in the award or administration of this Agreement if a conflict of interest, real or apparent, would be involved. Such a conflict would arise when: (i) the employee, officer or agent; (ii) any member of their immediate family; (iii) their partner or (iv) an organization that employs, or is about to employ any of the above, has a financial interest in Design Builder. County's officers, employees or agents will neither solicit nor accept gratuities, favors, or anything of monetary value from Design Builder or its Subcontractors, or Consultants.

24.7.3 Corporate or Financial Affiliation. Design Builder will not knowingly contract with a supplier or manufacturer if the County, Project Manager, Construction Manager, any individual who prepares Drawings and Specifications (including Consultants) or any of their respective employees, has a corporate or financial affiliation with the supplier or manufacturer.

24.7.4 No Gratuities. Design Builder warrants that it has not offered or given any gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of the County, the Construction Manager, or the USDA in an attempt to secure this contract or favorable treatment in awarding, amending, or making any determinations related to the performance of the Work under this Agreement. If County finds after a notice and hearing that Design Builder, or any of Design Builder's agents or representatives, offered or gave gratuities (in the form of entertainment, gifts, or otherwise) to any official, employee, or agent of County in an attempt to secure this Agreement or favorable treatment in awarding, amending, or making any determinations related to the performance of the Agreement, the County may, by written notice to Design Builder, terminate this Agreement per Section 17.3. County may also pursue other rights and remedies under Applicable Law.

24.7.5 Anti-Kickback. Design Builder will comply with the Copeland Anti-Kickback Act (18 USC 874) as supplemented in Department of Labor regulations (29 CFR Part 3). This Act provides that Design Builder will be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public facilities, to give up any part of the compensation to which they are otherwise entitled.

24.7.6 Restrictions on Lobbying. Design Builder and each Subcontractor and Consultant will comply with restrictions on lobbying (Public Law 101-121, Section 319) as supplemented by applicable agency regulations. This law applies to the recipients of contracts and subcontracts that exceed \$100,000 at any tier under a Federal loan that exceeds \$150,000 or a Federal grant that exceeds \$100,000. If applicable, Design Builder and its subcontractors must complete a certification form on lobbying activities related to a specific Federal loan or grant that is a funding source for this Agreement. The form may be found at <https://www.rd.usda.gov/publications/regulations-guidelines/forms-publications> ("Lobbying 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, 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 will disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures must be attached to all subcontracts and consulting agreements. A copy of each executed form forwarded from tier to tier will be transmitted by the Design Builder to the Construction Manager and the Project Manager.



24.8 Laws And Regulations. Design Builder and all Design Build Team Members will comply with all applicable federal, state and local laws, codes (including building codes), rules, regulations and ordinances in effect as of the Effective Date of the Agreement through Project Final Completion.

24.9 Clean Air and Pollution Control Acts. Design Builder will comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h) and 42 U.S.C. 7401 *et seq.*), section 508 of the Clean Water Act (33 U.S.C. 1368) and Federal Water Pollution Control Act (33U.S.C. 1251 *et seq.*), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15) is required. Design Builder will report violations to the Agency and the Regional Office of the EPA. To the extent California law is more restrictive, Design Builder will comply with California state law.

24.10 Environmental Requirements. When constructing a project involving trenching and/or other related earth excavations, Design Builder will comply with the following environmental constraints:

24.10.1 Wetlands-- When disposing of excess, spoil, or other construction materials on public or private property, Design Builder will not fill in or otherwise convert wetlands.

24.10.2 Floodplains-- When disposing excess, spoil, or other construction materials on public or private property, Design Builder will not fill in or otherwise convert 100 year floodplain areas delineated on the latest Federal Emergency Management Agency Floodplain Maps.

24.10.3 Historic Preservation-- Any excavation by Design Builder that uncovers an historical or archaeological artifact shall be immediately reported to County, the Construction Manager, and a representative of USDA. Construction shall be temporarily halted pending the notification process and further directions issued by USDA after consultation with the State Historic Preservation Officer (SHPO).

24.10.4 Endangered Species—Design Builder will comply with the Endangered Species Act, which provides for the protection of endangered and/or threatened species and critical habitat. Should any evidence of the presence of endangered and/or threatened species or their critical habitat be brought to the attention of Design Builder, Design Builder will immediately report this evidence to the County, Construction Manager and a representative of USDA. Construction Work will be temporarily halted pending the notification process and further directions issued by USDA after consultation with the U.S. Fish and Wildlife Service.

24.10.5 Mitigation Measures—If the Project had an Environmental Report, Environmental Assessment, or Environmental Impact Statement to meet the requirements of the National Environmental Policy Act, compliance with the mitigation measures, if any, in that document are hereby included as a condition of this Agreement.

24.11 State Energy Policy. Design Builder will comply with the Energy Policy and Conservation Act (P.L. 94-163). Mandatory standards and policies relating to energy efficiency, contained in any applicable State Energy Conservation Plan, will be utilized.



24.12 Drug and Alcohol Free Workplace.

24.12.1 Certification. Design Builder certifies that it has complied with Government Code section 8355 relating to a drug free workplace and will comply with the requirements included in the Design Builder's Site Specific Safety Program. Design Builder will submit a certificate under penalty of perjury stating that Design Builder will:

(a) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance (as defined by the federal Controlled Substances Act) is prohibited in the person's or organization's workplace and specifying the actions that will be taken against employees for violations of the prohibition.

(b) Establish a drug-free awareness program to inform employees about: (i) the dangers of drug abuse in the workplace; (ii) the person's or organization's policy of maintaining a drug-free workplace; (iii) any available drug counseling, rehabilitation, and employee assistance programs; and (iv) the penalties that may be imposed upon employees for drug abuse violations.

(c) Require that each employee performing Construction Work on the Project be given a copy of the statement required by Section 24.12.1 and that the employee agrees to abide by the terms of the statement as a condition of employment.

24.12.2 The use or possession of alcohol by the Design Builder, or others under the Design Builder's control, on the Project site is prohibited.

24.13 Project Holidays. The following holidays are non-work days unless County specifically requires the Design Builder to perform Work: New Year's Day, Martin Luther King Jr.'s Day, President's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, and the Friday after Thanksgiving, and Christmas Day.

24.14 Notice Of Taxable Possessory Interest. In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Design Builder will be responsible.

24.15 Project Sign. The Design Builder will place a project sign at a location designated by the County. This sign measuring 4' x 8', will be made of 3/4" exterior grade plywood and adhere to the format and details given on the following site:

www.rurdev.usda.gov/SupportDocuments/UWP-eng-USDAConstSignLandscape.pdf





Exhibit 3A – Criteria Documents

Criteria Documents for the County of El Dorado Public Safety Facility,
prepared by Architectural Nexus, Volumes I-VI dated April 2017, are on file
in the Procurement & Contracts Office located at
330 Fair Lane, Placerville, California (530) 621-5830.





Exhibit 3B – Design Documents

"Design Documents" include Design Builder's Conceptual Design, Technical Design, and Sustainability recommendations submitted in response to the RFP and revisions to those documents:

1. Clark/Sullivan Broward Proposal Attachment 3F - received September 18, 2017
2. Clark/Sullivan Broward 3-F1 Drawings Volume 1 - received September 18, 2017
3. Clark/Sullivan Broward 3-F2 Drawings Volume 2 - received September 18, 2017
4. Clark/Sullivan Broward Outline Specifications Attachment 3-F1 – received September 18, 2017
5. Clark/Sullivan Broward Revised Floor Plans and Elevations (14 pages) – dated November 2, 2017. These revised documents modify and take precedence over those listed above.

Design Documents for the County of El Dorado Public Safety Facility listed above are on file in the Procurement & Contracts Office located at
330 Fair Lane, Placerville, California (530) 621-5830.





Exhibit 3C – Construction Documents

The Construction Documents are to be incorporated by Amendment.





Exhibit 3D – Applicable Building Codes

The Project will comply with all applicable codes and should consider the following regulations and guidelines. The inclusion or exclusion of codes and regulations (or listed versions of such) below will not relieve the Design Builder of its obligation to comply with all applicable codes, regulations, and standards; and specifications are also set forth in specific sections of the Criteria Documents.

Sheet Metal and Air Conditioning Contractor National Association (SMACNA)
American Society of Heating, Refrigeration, and Air Conditioning (ASHRAE)
American Water Works Association (AWWA)
American Society of Plumbing Engineers (ASPE)
National Environmental Balancing Bureau (NEBB)
American Society for Testing and Materials (ASTM)
National Fire Protection Association (NFPA)
American Disabilities Act (ADA)
NFPA 99: Health Care Facility Code, 2012 edition
2016 California Building Code
2016 California Mechanical Code
2016 California Plumbing Code
2016 California Fire Code
2016 California Building Energy Efficiency Standard for Nonresidential
2016 California Green Building Standard Code
2013 NFPA 13 – Installation of sprinkler systems (California Amended)
2013 NFPA 14 – Installation of standpipe and hose systems
2013 NFPA 17 – Dry chemical extinguishing systems
2013 NFPA 17A – Wet chemical extinguishing systems
2013 NFPA 20 – Installation of stationary pumps for fire protection
2013 NFPA 24 – Installation of private fire service mains and their appurtenances
2013 NFPA 25 – Inspection, testing, maintenance of water-based fire protection systems
(California Amended)
2013 NFPA 72 – National Fire Alarm code (California Amended)
Life Safety Code (NFPA 30, 40, 45, 68 and 101)
Laws, Rules, and Regulations of the California State Fire Marshal
Architectural Barriers Act Accessibility Standards (ABAAS)
ANSI A117-119- 1968 Accessibility Standards
Underwriters Laboratory, Inc. (UL)





Exhibit 3E – Other Project Documents

Other project documents provided by the County as part of the Agreed Program and incorporated into the Construction Documents are specifically set forth below. These documents were provided on the County's FTP site under Attachment 2 to the RFP.

Upon execution of this Agreement, Design Builder will load the documents onto a password-protected FTP site it manages and provide access to the Project Team. All Exhibits set forth below are incorporated into the Agreement whether attached or included on the FTP sites.

Name of Document
Phase I Environmental Site Assessment, prepared by Youngdahl Consulting Group, Inc., dated 12/15/14 – Project No. E13310.004
Geotechnical Engineering Study, prepared by Youngdahl Consulting Group, Inc., dated 3/7/08 – Project No. E07442.001
Sheriff HQ PCB Report, prepared by Youngdahl Consulting Group, Inc., dated 1/30/15 – Project No. E13310.006
Geotechnical Engineering Study for El Dorado County Sheriff's Office, prepared by Youngdahl Consulting Group, Inc., dated 8/18/16
Public Safety Facility Project, SCH #2015062046, Final Impact Report, prepared by Raney Planning and Management, dated February 2016
Final Environmental Assessment for Public Safety Project, prepared by Raney Planning and Management, dated July 2016
EDC Sheriff's Facility Topographic Map, prepared by LeBeck-Young Engineering, dated March 2015
Preliminary Drainage Report for EDC Sheriff's Headquarters, prepared by LeBeck-Young Engineering, 7/14/15
El Dorado County Public Safety Preliminary Architectural Report, prepared by Arch Nexus, dated July 19, 2016





Exhibit 4A – GMP Breakdown, Qualifications & Assumptions

DESIGN SERVICES:		\$4,040,884
DIRECT COSTS FOR CONSTRUCTION WORK:		
<i>(use CSI Master format with appropriate subsections in detailed backup to GMP Breakdown)</i>		
Note: Self-Performed Trade Work must be included in the appropriate line item		
CSI No.	General Site Construction	
	Clear, grub, and mass grading	\$930,184
	Underground Utilities	\$961,724
	Paving, Curb & Gutter	\$1,374,202
	Concrete Flatwork	\$394,526
	Masonry Structures	\$101,163
	Retaining Walls – <i>eliminated by grading re-design</i>	\$ N/A
	Permanent Fencing & Gates	\$379,392
	Irrigation and Landscaping	\$667,693
	Site Lighting	\$287,894
	Low voltage site security system	\$245,120
	Specialty Construction Items	\$30,560
	Subtotal General Site Construction	\$5,372,458
CSI No.	Public Safety Building:	
02	Site Construction (e.g., excavation for building)	\$28,330
03	Concrete	\$1,846,103
04	Masonry	\$184,311
05	Metals	\$1,670,327
06	Wood and Plastics	\$42,763
07	Thermal and Moisture Protection	\$989,674
08	Doors and Window	\$1,182,350
09	Finishes	\$2,945,089
10	Specialties	\$297,486
11	Equipment	\$19,190
12	Furnishings	\$375,062
13	Special Construction	\$ N/A
14	Conveying Equipment	\$228,037
15	Mechanical	\$ in below
	Plumbing	\$585,143
	Fire Protection	\$261,304
	HVAC	\$2,962,765
16	Electrical	\$2,942,389
	Low Voltage	\$623,412
	Communications	\$356,359
	Sound and Video	\$204,859
	Allowances	
	(insert allowances, if any)	\$ N/A
	Subtotal Public Safety Building	\$17,744,953



CSI No.	Morgue:		
02	Site Construction (e.g., excavation for building)		\$7,865
03	Concrete		\$317,240
04	Masonry		\$75,854
05	Metals		\$159,124
06	Wood and Plastics		\$4,896
07	Thermal and Moisture Protection		\$217,174
08	Doors and Window		\$93,540
09	Finishes		\$451,357
10	Specialties		\$44,106
11	Equipment		\$131,045
12	Furnishings		\$103,317
13	Special Construction		\$ N/A
14	Conveying Equipment		\$ N/A
15	Mechanical		\$ in below
	Plumbing		\$229,152
	Fire Protection		\$16,775
	HVAC		\$327,711
16	Electrical		\$164,621
	Low Voltage		\$37,487
	Communications		\$10,594
	Sound and Video		\$18,431
	Allowances		
	(insert allowances, if any)		\$ N/A
	Subtotal Morgue		\$2,410,289
CSI No.	Evidence Building:		
02	Site Construction (e.g., excavation for building)		\$60,745
03	Concrete		\$382,947
04	Masonry		\$210,585
05	Metals		\$22,805
06	Wood and Plastics		\$383
07	Thermal and Moisture Protection		\$37,284
08	Doors and Window		\$111,976
09	Finishes		\$488,735
10	Specialties		\$165,446
11	Equipment		\$138,452
12	Furnishings		\$246,310
13	Special Construction		\$477,751
14	Conveying Equipment		\$ N/A
15	Mechanical		\$ see below
	Plumbing		\$216,179
	Fire Protection		\$53,440
	HVAC		\$482,901
16	Electrical		\$582,092
	Low Voltage		\$204,425
	Communications		\$100,521
	Sound and Video		\$57,782
	Allowances		
	(insert allowances, if any)		\$ N/A
	Subtotal Evidence Building		\$4,040,759



CSI No.	Shooting Range and Armory		
02	Site Construction (e.g., excavation for building)		\$10,128
03	Concrete		\$662,299
04	Masonry		\$48,830
05	Metals		\$245,017
06	Wood and Plastics		\$9,792
07	Thermal and Moisture Protection		\$323,996
08	Doors and Window		\$78,063
09	Finishes		\$351,697
10	Specialties		\$13,757
11	Equipment		\$1,066,870
12	Furnishings		\$163,538
13	Special Construction		\$ N/A
14	Conveying Equipment		\$ N/A
15	Mechanical		\$ see below
	Plumbing		\$101,134
	Fire Protection		\$50,245
	HVAC		\$145,694
16	Electrical		\$427,509
	Low Voltage		\$49,153
	Communications		\$28,255
	Sound and Video		\$99,966
	Allowances		
	(insert allowances, if any)		\$ N/A
	Subtotal Shooting Range and Armory		\$3,875,943
CSI No.	Special Operations and Training Building		
02	Site Construction (e.g., excavation for building)		\$35,979
03	Concrete		\$309,348
04	Masonry		\$116,392
05	Metals		\$42,957
06	Wood and Plastics		\$383
07	Thermal and Moisture Protection		\$16,178
08	Doors and Window		\$98,027
09	Finishes		\$466,975
10	Specialties		\$25,089
11	Equipment		\$2,441
12	Furnishings		\$89,744
13	Special Construction		\$371,211
14	Conveying Equipment		\$N/A
15	Mechanical		\$ see below
	Plumbing		\$251,348
	Fire Protection		\$61,446
	HVAC		\$483,267
16	Electrical		\$609,517
	Low Voltage		\$193,833
	Communications		\$95,307
	Sound and Video		\$54,790
	Allowances		
	(insert allowances, if any)		\$ N/A
	Subtotal Special Operations and Training Building		\$3,324,232
TOTAL DIRECT COSTS			\$40,809,518



INDIRECT CONSTRUCTION COSTS:			
	General Conditions		\$1,584,740
	General Requirements (include Design Builder's field labor)		\$1,073,746
	Design and Construction Contingency (7%) *		\$3,008,481
	Insurance		\$335,097
	Payment and Performance Bond (0.6%)		\$274,560
	Design Builder's Overhead (2.5%) (home office overhead)	NTE	\$1,149,670
	Lump Sum Fee (1.6%) (of Cost of the Work for profit)		\$734,556
	TOTAL INDIRECT COSTS		\$8,160,850
		TOTAL GMP	\$48,970,368
	(Design Costs, Direct Cost for Construction Work, Indirect Costs)		
CHANGE ORDERS:			
	Design Builder's Overhead (insert % from above for home office overhead)		2.5%
	Design Builder's Fee (insert % from above for profit)		1.5%
	General Requirements (% for changes that do not include delay)		2.0%
	Average Daily Rate (includes General Conditions and General Requirements cost per work day for delay only)		\$4,430
SCHEDULE:			
	Substantial Completion for Public Safety and Evidence Buildings		06/28/19
	Substantial Completion Date for entire Project		10/31/19
	Final Completion		11/27/19
	No. of Adverse Weather Days in Baseline Schedule	<u>27</u> no. of days	Per calendar year
BEST VALUE RECOMMENDATION ITEMS:			
	N/A		N/A

* If Design Builder has not used four percent (4%) of the design and construction contingency at the time Design Builder has obtained all building permits and has executed all contracts with Subcontractors, any unused contingency will be returned to the County and the contingency will be reduced to three percent (3%) with the GMP being reduced by a corresponding amount.



QUALIFICATIONS & ASSUMPTIONS

Qualifications:

1. BIM Modelling is figured to Level 300. The definition of Level 300 is to graphically represent within the Model as a specified system, object or assembly accurate in terms of quantity, size, shape, location, and orientation. If a BIM level needs to be higher than Level 300, C/S Broward will negotiate the cost for the desired level.
2. Propane tanks are to be provided by owner.
3. Filling of owner supplied propane tanks is by owner.
4. Testing and/or removal of contaminated soils is not included.
5. Delays to the construction schedule due to El Dorado County review times are not included.
6. Delays to the construction schedule due to local utility review, utility contracts, and utility self perform work are not included.
7. Removal of existing utilities not shown on RFP documents is not included.
8. Any material that cannot be ripped with a D9 dozer will need to be blasted. Blasting is not included in our proposal.
9. Laboratory equipment for Morgue and Evidence is not included.
10. Dispatch Center systems and Emergency Operations equipment by owner.
11. Cabling for Public Safety Radio System Consoles, Independent Radio Locations, and Amateur Radio locations are not included.
12. LEED certification is not included.

Assumptions:

1. All offsite improvements will be handled under separate contract by the owner.
2. All permits will be by owner.
3. Applications to public utilities will be by owner. Design-Builder will coordinate with owner to help with application process.
4. All Testing and inspection by owner.
5. Commissioning and commissioning agent will be by owner.
6. Furnishing CAOES Satellite; existing satellite to be relocated with installation and cabling by owner.
7. Covered Parking and solar by owner.



PROPOSAL MODIFICATIONS

Below is a list of the items that were modified from Design Builder's original proposal and agreed to by County and Design Builder:

1. Delete all exterior Sunshades at Public Safety Facility.
2. Change one half of the 50 yard shooting range to be for tactical training, reducing the protection baffles in the 0 to 25 yard area.
3. Change Electric Traction elevators to Hydraulic elevators.
4. Comply with original Spec Section 230900 dated 4/16/17. Addendum #9 added Specification Section 230923 which added significant scope: spare products like controllers, sensors, plus dedicate air temp sensors, a global controller sized for 2 times expansion, etc. We will not provide any of this added scope identified in the revised Addendum #9 specification section 230923.
5. Eliminate run around energy loop & coils from Morgue building.
6. Substitute specified PICCV Valves with characterized, ball, control valves. These characterized valves are common with other Allerton control systems.
7. Delete four specified laptops in the controls specifications.
8. Delete all low voltage control conduit where not specified/required by code.
9. Provide Allerton zone temperature sensors without the LCD feature. From an overall system performance perspective, LCD sensors are not required.
10. Change perimeter security fence outside gated areas to 8' slatted chain link. Fencing at north gates and fencing between PSF and Morgue will remain and will provide screening.
11. Remove proposed slats at chain link security fence but ADD barb wire arms and 3 rows of wire.
12. Delete sidewalk along roadway adjacent to Evidence Building inside the perimeter fence.
13. Change STC rated doors at Public Safety to Solid Core wood doors.
14. Change STC rated doors at Morgue to Solid Core wood doors.
15. Change STC rated doors at Special Operations to Solid Core wood doors.
16. Delete acoustical wall panels in the Community Room at the Public Safety Building.
17. Change roof drainage system from an internal drain and overflow. The drains will remain internal and the overflow will be a scupper thru exterior parapet.
18. Reduce Public Safety Building by 4,800sf, and simplify exterior elevations. See revised floor plans and elevations.
19. Reduce Special Operations by 2,000sf. See revised floor plans.
20. Change electrical feeders > 100Amps to aluminum in lieu of copper.
21. Change bus for SWBD's and "plug-on" panelboards to aluminum in lieu of copper; retain copper for any "Bolt-on type."



22. Delete the emergency (700) branch circuits at Special Operations and Firing Range Bldgs. (was intending to provide a 3-pole fused disconnect with two legs feeding a branch circuit within the building and the third feeding a 500VA xfmr for FA systems). Use NiCad battery pack emergency lighting either as bug-eye units or integral to the lighting fixtures (preferred).
23. Delete requirement for "Conspan Crossing" and replace with a simple v-ditch crossing structure. The County will work with environmental consultants to acquire clearances.
24. Eliminate COPS electrical requirements for one of the elevators.
25. Re-configure/relocate electrical service to the east side from the west side.
26. Reduce professional liability insurance requirements for Design Builder's architect to \$2 million per occurrence and \$4 million aggregate.
27. Reduce commercial general liability insurance from \$25 million to \$14 million.
28. Reduce pollution liability insurance from \$5 million to \$2 million.
29. Change Special Operations warehouse spaces to evaporative cooling (radio shop, boat, dive and SAR areas). AC to remain for classrooms and offices.
30. Eliminate 25 security cameras. Program originally called for 115 cameras; therefore, we now have 90 cameras in the project.
31. Change all dispatch furniture to county provided and installed in lieu of contractor provided.
32. Change all seating for consoles to county provided and installed in lieu of contractor provided.
33. Reduce landscape scope by \$245,000.
34. Take out compressed air systems and equipment in shooting range.
35. Take out compressed air systems and equipment in special ops.
36. Add AC paving at North Parking areas (programmed as gravel surface in RFP).
37. Add AC paving at South Parking areas (programmed as gravel surface in RFP).
38. Add AC paving at Special Ops gravel storage yard (programmed as gravel surface in RFP).
39. Add covered entries at Evidence building.
40. Add covered entry at Shooting Range.
41. Add covered entry at Special Operations.
42. Increase productivity rates on door and frame installation.
43. Increase outdoor storage yard at Evidence Building.
44. Add stairs to roof in Public Safety by extending one of the stairwells.
45. Add striping at parking stalls in front of Special Operations for truck/trailer back in.
46. Add washer and dryer hookups in Special Operations.

Revised floor plans and elevations which illustrate the square footage reductions in the Public Safety Building and the Special Operations Building and the exterior elevation changes to the Public Safety Building are provided in Exhibit 3B – Design Documents.



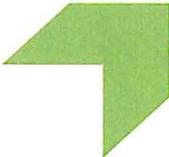


Exhibit 4B – Billable Rates and Key Personnel

(Fill in template by company. Must include entire Design Build Team)

Design Builder Clark Sullivan/Broward

Name	Position	Billable Rates	Key Personnel (yes/no)
Ted Foor	Project Executive	\$125/hr	yes
Anna Kennedy	Project Manager	\$85/hr	yes
Howard Hadlock	Estimator	\$80/hr	yes
Dennis Broward	Quality Control Exec	\$125/hr	yes
Butch Powell	Superintendent	\$110/hr	yes
Eric Broward	Safety Manager	\$80/hr	yes
Delvin Fredrickson	Asst. Superintendent	\$93/hr	yes
Bob Scott	Project Engineer	\$60/hr	yes
Andrew Urquart	Project Engineer	\$60/hr	yes
Teri Flores	Project Coordinator	\$35/hr	yes

Architect Arrington Watkins Architects

Name	Position	Billable Rates	Key Personnel (yes/no)
Patricia Thornton	Principal Architect	\$240.00	Yes
Matthew Gorman	Project Director	\$220.00	Yes
Kyle Swanson	Project Manager	\$205.00	Yes
	Project Architect	\$180.00	
	Project Coordinator	\$140.00	
	BIM Modeler	\$120.00	
	Administrative	\$100.00	

Kimley Horn
Civil Engineer

Name	Position	Billable Rates	Key Personnel (yes/no)
Matt Barlow, P.E.	Civil Project Manager	\$305/hr	Yes
Fareed Pittawala, P.E. / Sheetal Bhatt P.E.	Project Civil Engineer I	\$280/hr	Yes
TBD	Project Civil Engineer II	\$220/hr	Yes
TBD	Analyst	\$175/hr	Yes
TBD	Professional	\$220/hr	No
TBD	Senior Professional I	\$345/hr	No
TBD	Senior Professional II	\$305/hr	No
TBD	Senior Technical Support	\$200/hr	No
TBD	Support Staff	\$110/hr	No
TBD	Technical Support	\$130/hr	No

Presidential Fire

Name	Position	Billable Rates	Key Personnel (yes/no)
Bill Conrado	Project Manager	\$95	Y
Joshua Moro	Design Manager	\$95	Y
Debbie Campbell	Designer	\$95	Y
Albert Guiding	Designer	\$95	Y
Gary Moro	Superintendant	\$95	Y
Julie Kemp	Administration /Contracts/Reporting	\$55	Y
Samantha Nigliazzio	Administration	\$45	Y

LSW Engineers

Name	Position	Billable Rates	Key Personnel (yes/no)
Lance Jones, PE	Project Mgr./Sr. Mech. Eng.	\$185/hr.	Yes
Theodore Saquilayan, PE	Mechanical Engineer	\$155/hr.	Yes
Mark Ralston, PE	Sr. Electrical Engineer	\$185/hr.	Yes
Darrel Miller, PE	Sr. Electrical Engineer	\$185/hr.	Yes
Gerald Katafiasz, PE	Sr. Elect. Engineer (Technology)	\$185/hr.	Yes
Joshua Shore, PE	Electrical Engineer (Technology)	\$155/hr.	Yes
Timothy McMahon	Field Observer	\$120/hr.	Yes

Collins

Name	Position	Billable Rates	Key Personnel (yes/no)
Collins Electrical Company, Inc.			
Brian Shiles	Precon & Construction Manager	\$95.00 / Hr	Yes
Steve Larsen	Field Superintendant	\$100.00 / Hr	Yes
Henry Ales III	Chief Estimator	\$85.00 / Hr	Yes
Kevin Gini	Branch Manager	N / A	No

Airco Mechanical

Name	Position	Billable Rates	Key Personnel (yes/no)
Brian Leighton	Project Executive	\$125.00	Yes
Rick Bush	Project Manager	\$115.00	Yes
Chris Barker	Sr. Project Engineer	\$135.00	Yes
Mark Bramble	Project Engineer	\$ 95.00	Yes
Pete Young	Safety Officer	\$ 99.00	Yes
Axel Perron	Superintendent	\$ 99.00	Yes
Cherise Washington	Construction Administrator	\$ 65.00	Yes
Matt Courtiner	BIM Manager	\$ 95.00	Yes
Dave Murdock	BIM Detailer	\$ 85.00	Yes

Name	Position	Billable Rates	Key Personnel (yes/no)
Mike Weinholtz	Plumbing/Piping Purchasing	\$ 75.00	Yes
Pam Harney	Sheet Metal Purchasing	\$ 75.00	Yes
To Be Determined Depending on Construction Start	Plumbing/Piping Foreman	\$ 95.13	Yes
To Be Determined Depending on Construction Start	Sheet Metal Foreman	\$ 95.13	Yes

Metal Works

Name	Position	Billable Rates	Key Personnel (yes/no)
James Rodgers	Project Manager	\$95.00/hr	Yes
Dave Brewton	Project Manager	\$95.00/hr	Yes
Lee Martin	Chief Quality Officer	\$95.00/hr	Yes
Tod Hamilton	Senior Estimator	\$95.00/hr	Yes

MIG (Landscape Architecture)

Name	Position	Billable Rates	Key Personnel (yes/no)
Jose de Jesus Leal	Prj. Mgr./Landscape Architect	150.00	yes
Richard Larson	Sr. Landscape Architect	165.00	yes
Dino Viale	Sr. Irrigation Designer	145.00	yes
Sahela Kolb	Project Associate	80.00	yes
Robby Yu	Administration	130.00	



Buehler & Buehler

Name	Position	Billable Rates	Key Personnel (yes/no)
Eric Fuller	Principal in Charge	\$200	Yes
Ryan Miller	Senior Professional	\$155	Yes
Gayle Jensen	Senior Technician	\$105	Yes

Security Design Consulting, LLC

Name	Position	Billable Rates	Key Personnel (yes/no)
Timothy Lance Timmsen	Principal Security Consultant	\$185 / Hr	Yes
Jarrad M. Coulter, PE	Security Engineer	\$145 / Hr	Yes

Dewberry Architects Inc. – Forensic Science Lab Consultant

Name	Position	Billable Rates	Key Personnel (yes/no)
James Aguilar	Forensic Science Consultant	\$180	Yes
Minh Mong	Project Coordinator	\$125	Yes
CADD Tech	CADD Technician	\$110	Yes
Forensic Science Spec Writer	Specification Writer	\$180	Yes
Admin Clerk	Admin Clerk	\$65	No



Exhibit 4C - Resource Loaded Work Plan

Resources by project phase

El Dorado County - Public Safety Facility

September 12, 2017

FEES BY PHASE				CONTRACTOR	ARCHITECTS FEE			CONSULTANTS' FEE					
PHASES			PHASE TOTAL	C/S Broward	Arrington Watkins	Dewberry	ARCHITECTS TOTALS	CONSULT'S TOTALS	Civil Kimley Horn	MPE LSW	Structural B&B	Security SDC	Landscape MIG
8%	PHASE I	SCHEMATIC PHASE (RFP)	410,025	\$ -	\$ 228,800	\$ 6,841	\$ 235,641	174,384	\$ 17,400	\$ 91,120	\$ 40,801	\$ 20,721	\$ 4,341
5%	PHASE II	SCHEMATIC DESIGN (DESIGN)	256,698	\$ 13,844	\$ 111,200	\$ 12,740	\$ 123,940	118,914	\$ 25,250	\$ 44,760	\$ 22,501	\$ 26,401	\$ 1
18%	PHASE III	DESIGN DEVELOPMENT	992,933	\$ 28,300	\$ 471,440	\$ 18,940	\$ 490,380	474,253	\$ 37,600	\$ 315,400	\$ 89,601	\$ 21,121	\$ 10,530
24%	PHASE IV	CONSTRUCTION DOCUMENTS	1,304,133	\$ 28,460	\$ 500,040	\$ 22,780	\$ 522,820	752,853	\$ 176,000	\$ 315,400	\$ 213,501	\$ 21,121	\$ 26,830
46%	PHASE V	CONSTRUCTION ADMINISTRATION	2,478,479	\$ 1,514,136	\$ 421,600	\$ 8,690	\$ 430,290	534,053	\$ 218,100	\$ 197,040	\$ 85,451	\$ 26,641	\$ 6,820
100%	TOTAL FEE		\$5,442,268	\$1,584,740	\$1,733,080	\$69,991	\$1,803,071	\$2,054,457	\$474,350	\$963,720	\$451,855	\$116,005	\$48,522
				29%	32%	1%	33%	38%	9%	18%	8%	2%	1%

MAN HOURS PER PHASE				CONTRACTOR	ARCHITECTS			CONSULTANTS					
PHASES			PHASE TOTAL	C/S Broward	Arrington Watkins	Dewberry	ARCHITECTS TOTALS	CONSULT'S TOTALS	Civil Kimley Horn	MPE LSW	Structural B&B	Security SDC	Landscape MIG
0%	PHASE I	SCHEMATIC PHASE (RFP)	3,402	896	1372	38	1410	1096	60	644	240	112	40
0%	PHASE II	SCHEMATIC DESIGN (DESIGN)	1,662	156	656	78	734	772	90	352	170	160	0
0%	PHASE III	DESIGN DEVELOPMENT	7,190	316	3184	128	3312	3562	130	2600	620	128	84
0%	PHASE IV	CONSTRUCTION DOCUMENTS	9,062	316	3304	154	3458	5288	800	2600	1530	128	230
0%	PHASE V	CONSTRUCTION ADMINISTRATION	25,250	19734	2262	48	2310	3206	980	1440	590	144	52
1%	TOTAL MAN HOURS		46566	21418	10778	446	11224	13924	2060	7636	3150	672	406
				46%	23%	1%	24%	30%	4%	16%	7%	1%	1%

C/S Broward

FEE PROPOSAL

PROJECT: El Dorado County - Public Safety Facility

DATE:

12-Sep-17

Item	HOURS	RATES	FEE	SUBTOTALS
I SCHEMATIC PHASE (RFP)				
Project Executive	336	\$ -	\$ -	
Project Manager	0	\$ 85	\$ -	
Estimator	560	\$ -	\$ -	
Project Engineer	0	\$ 60	\$ -	
Project Coordinator	0	\$ 35	\$ -	
Superintendent	0	\$ 110	\$ -	
Assistant Superintendent	0	\$ 93	\$ -	
	896			
Expenses (travel/other)			\$ -	\$ -
II SCHEMATIC DESIGN (DESIGN)				
Project Executive	26	\$ 125	\$ 3,250	
Project Manager	33	\$ 85	\$ 2,805	
Estimator	97	\$ 80	\$ 7,789	
Project Engineer	0	\$ 60	\$ -	
Project Coordinator	0	\$ 35	\$ -	
Superintendent	0	\$ 110	\$ -	
Assistant Superintendent	0	\$ 93	\$ -	
	156			
Expenses (travel/other)			\$ -	\$ -
				\$ 13,844
III DESIGN DEVELOPMENT				
Project Executive	60	\$ 125	\$ 7,500	
Project Manager	64	\$ 85	\$ 5,440	
Estimator	192	\$ 80	\$ 15,360	
Project Engineer	0	\$ 60	\$ -	
Project Coordinator	0	\$ 35	\$ -	
Superintendent	0	\$ 110	\$ -	
Assistant Superintendent	0	\$ 93	\$ -	
	316			
Expenses (travel/other)			\$ -	\$ -
				\$ 28,300
IV CONSTRUCTION DOCUMENTS				
Project Executive	64	\$ 125	\$ 8,000	
Project Manager	60	\$ 85	\$ 5,100	
Estimator	192	\$ 80	\$ 15,360	
Project Engineer	0	\$ 60	\$ -	
Project Coordinator	0	\$ 35	\$ -	
Superintendent	0	\$ 110	\$ -	
Assistant Superintendent	0	\$ 93	\$ -	
	316			
Expenses (travel/other)			\$ -	\$ -
				\$ 28,460
V CONSTRUCTION ADMINISTRATION				
Project Executive	359	\$ -	\$ -	
Project Manager	3588	\$ 85	\$ 304,980	
Estimator	0	\$ 80	\$ -	
Project Engineer	7176	\$ 60	\$ 430,560	

C/S Broward

FEE PROPOSAL

PROJECT: El Dorado County - Public Safety Facility

DATE: 12-Sep-17

Item	HOURS	RATES	FEE	SUBTOTALS
I SCHEMATIC PHASE (RFP)				
Project Executive	336	\$ -	\$ -	
Project Manager	0	\$ 85	\$ -	
Project Coordinator	1435	\$ 35	\$ 50,232	

Arrington Watkins Architects

FEE PROPOSAL

PROJECT: El Dorado County - Public Safety Facility

DATE: 12-Sep-17

HOURS CALCULATION

Item	HOURS	RATES	FEE	SUBTOTALS	Weeks / Phase	Hours / Week	Hours / Phase
I SCHEMATIC PHASE (RFP)					14		
Principal Architect	112	\$ 240	\$ 26,880			8	112
Project Manager	168	\$ 220	\$ 36,960			12	168
Project Architect	168	\$ 205	\$ 34,440			12	168
Specificaion Writer	84	\$ 180	\$ 15,120			6	84
Project Coordinator / AIT	336	\$ 140	\$ 47,040			24	336
CAD Drafter	448	\$ 120	\$ 53,760			32	448
Clerical	56	\$ 100	\$ 5,600			4	56
	1372						
Expenses (travel/other)			\$ 9,000				
				\$ 228,800			
II SCHEMATIC DESIGN (DESIGN)					4		
Principal Architect	32	\$ 240	\$ 7,680			8	32
Project Manager	64	\$ 220	\$ 14,080			16	64
Project Architect	96	\$ 205	\$ 19,680			24	96
Specificaion Writer	32	\$ 180	\$ 5,760			8	32
Project Coordinator / AIT	240	\$ 140	\$ 33,600			60	240
CAD Drafter	160	\$ 120	\$ 19,200			40	160
Clerical	32	\$ 100	\$ 3,200			8	32
	656						
Expenses (travel/other)			\$ 8,000				
				\$ 111,200			
III DESIGN DEVELOPMENT					8		
Principal Architect	32	\$ 240	\$ 7,680			4	32
Project Manager	256	\$ 220	\$ 56,320			32	256
Project Architect	400	\$ 205	\$ 82,000			50	400
Specificaion Writer	128	\$ 180	\$ 23,040			16	128
Project Coordinator / AIT	640	\$ 140	\$ 89,600			80	640
CAD Drafter	1600	\$ 120	\$ 192,000			200	1600
Clerical	128	\$ 100	\$ 12,800			16	128
	3184						

Arrington Watkins Architects

FEE PROPOSAL

PROJECT: El Dorado County - Public Safety Facility

DATE: 12-Sep-17

HOURS CALCULATION

Item	HOURS	RATES	FEE	SUBTOTALS	Weeks / Phase	Hours / Week	Hours / Phase
Expenses (travel/other)			\$ 8,000				
				\$ 471,440			
IV CONSTRUCTION DOCUMENTS					8		
Principal Architect	32	\$ 240	\$ 7,680			4	32
Project Manager	256	\$ 220	\$ 56,320			32	256
Project Architect	520	\$ 205	\$ 106,600			65	520
Specificaion Writer	128	\$ 180	\$ 23,040			16	128
Project Coordinator / AIT	640	\$ 140	\$ 89,600			80	640
CAD Drafter	1600	\$ 120	\$ 192,000			200	1600
Clerical	128	\$ 100	\$ 12,800			16	128
	3304						
Expenses (travel/other)			\$ 12,000				
				\$ 500,040			
V CONSTRUCTION ADMINISTRATION					78		
Principal Architect	78	\$ 240	\$ 18,720			1	78
Project Manager	624	\$ 220	\$ 137,280			8	624
Project Architect	624	\$ 205	\$ 127,920			8	624
Specificaion Writer	0	\$ 180	\$ -			0	0
Project Coordinator / AIT	624	\$ 140	\$ 87,360			8	624
CAD Drafter	156	\$ 120	\$ 18,720			2	156
Clerical	156	\$ 100	\$ 15,600			2	156
	2262						
Expenses (travel/other)			\$ 16,000				
				\$ 421,600			
TOTAL	<u>10778</u>			<u>\$ 1,733,080</u>			

Hourly Rates

Principal Architect \$ 240.00

Arrington Watkins Architects

FEE PROPOSAL

PROJECT: El Dorado County - Public Safety Facility

DATE: 12-Sep-17

HOURS CALCULATION

Item	HOURS	RATES	FEE	SUBTOTALS
Project Manager		\$ 220.00		
Project Architect		\$ 205.00		
Specificalton Writer		\$ 180.00		
Project Coordinator / AIT		\$ 140.00		
CAD Drafter		\$ 120.00		
Clerical		\$ 100.00		

Weeks / Phase	Hours / Week	Hours / Phase
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FEE PROPOSAL

PROJECT: EI Dorado County - Public Safety Facility

DATE:

12-Sep-17

Dewberry

Item	HOURS	RATES	FEE	SUBTOTALS
I SCHEMATIC PHASE (RFP)				
PIC	0	\$ 200	\$ -	
FSL	38	\$ 180	\$ 6,840	
PA	0	\$ 160	\$ -	
Job Capt	0	\$ 140	\$ -	
CADD	0	\$ 110	\$ -	
Spec	0	\$ 180	\$ -	
WP/Clerk	0	\$ 65	\$ -	
	38			
Expenses (travel/other)			\$ 1	
				\$ 6,841
II SCHEMATIC DESIGN (DESIGN)				
PIC	0	\$ 200	\$ -	
FSL	44	\$ 180	\$ 7,920	
PA	0	\$ 160	\$ -	
Job Capt	0	\$ 140	\$ -	
CADD	20	\$ 110	\$ 2,200	
Spec	14	\$ 180	\$ 2,520	
WP/Clerk	0	\$ 65	\$ -	
	78			
Expenses (travel/other)			\$ 100	
				\$ 12,740
III DESIGN DEVELOPMENT				
PIC	0	\$ 200	\$ -	
FSL	56	\$ 180	\$ 10,080	
PA	0	\$ 160	\$ -	
Job Capt	0	\$ 140	\$ -	
CADD	60	\$ 110	\$ 6,600	
Spec	12	\$ 180	\$ 2,160	
WP/Clerk	0	\$ 65	\$ -	
	128			
Expenses (travel/other)			\$ 100	
				\$ 18,940
IV CONSTRUCTION DOCUMENTS				
PIC	0	\$ 200	\$ -	
FSL	72	\$ 180	\$ 12,960	
PA	0	\$ 160	\$ -	
Job Capt	0	\$ 140	\$ -	
CADD	72	\$ 110	\$ 7,920	
Spec	10	\$ 180	\$ 1,800	
WP/Clerk	0	\$ 65	\$ -	
	154			
Expenses (travel/other)			\$ 100	
				\$ 22,780
V CONSTRUCTION ADMINISTRATION				
PIC	0	\$ 200	\$ -	
FSL	48	\$ 180	\$ 8,640	
PA	0	\$ 160	\$ -	
Job Capt	0	\$ 140	\$ -	

FEE PROPOSAL

PROJECT: El Dorado County - Public Safety Facility

DATE: 12-Sep-17

Item	HOURS	RATES	FEE	SUBTOTALS
I SCHEMATIC PHASE (RFP)				
PIC	0	\$ 200	\$ -	
FSL	38	\$ 180	\$ 6,840	
CADD	0	\$ 110	\$ -	

FEE PROPOSAL

PROJECT: El Dorado County - Public Safety Facility

DATE:

1-Sep-17

Kimley Horn

Item	HOURS	RATES	FEE	SUBTOTALS
I SCHEMATIC PHASE (RFP)				
Civil Project Manager	20	\$ 305	\$ 6,100	
Project Civil Engineer I	0	\$ 280	\$ -	
Project Civil Engineer II	0	\$ 220	\$ -	
Analyst	0	\$ 175	\$ -	
Professional	40	\$ 220	\$ 8,800	
Technical Support	0	\$ 130	\$ -	
Support Staff	0	\$ 110	\$ -	
	60			
Expenses (travel/other)			\$ 2,500	
				\$ 17,400
II SCHEMATIC DESIGN (DESIGN)				
Civil Project Manager	40	\$ 305	\$ 12,200	
Project Civil Engineer I	0	\$ 280	\$ -	
Project Civil Engineer II	0	\$ 220	\$ -	
Analyst	10	\$ 175	\$ 1,750	
Professional	40	\$ 220	\$ 8,800	
Technical Support	0	\$ 130	\$ -	
Support Staff	0	\$ 110	\$ -	
	90			
Expenses (travel/other)			\$ 2,500	
				\$ 25,250
III DESIGN DEVELOPMENT				
Civil Project Manager	40	\$ 305	\$ 12,200	
Project Civil Engineer I	10	\$ 280	\$ 2,800	
Project Civil Engineer II	0	\$ 220	\$ -	
Analyst	0	\$ 175	\$ -	
Professional	80	\$ 220	\$ 17,600	
Technical Support	0	\$ 130	\$ -	
Support Staff	0	\$ 110	\$ -	
	130			
Expenses (travel/other)			\$ 5,000	
				\$ 37,600
IV CONSTRUCTION DOCUMENTS				
Civil Project Manager	100	\$ 305	\$ 30,500	
Project Civil Engineer I	100	\$ 280	\$ 28,000	
Project Civil Engineer II	0	\$ 220	\$ -	
Analyst	100	\$ 175	\$ 17,500	
Professional	300	\$ 220	\$ 66,000	
Technical Support	100	\$ 130	\$ 13,000	
Support Staff	100	\$ 110	\$ 11,000	
	800			
Expenses (travel/other)			\$ 10,000	
				\$ 176,000
V CONSTRUCTION ADMINISTRATION				
Civil Project Manager	200	\$ 305	\$ 61,000	
Project Civil Engineer I	100	\$ 280	\$ 28,000	
Project Civil Engineer II	0	\$ 220	\$ -	
Analyst	500	\$ 175	\$ 87,500	

FEE PROPOSAL

PROJECT: El Dorado County - Public Safety Facility

DATE: 1-Sep-17

Item	HOURS	RATES	FEE	SUBTOTALS
I SCHEMATIC PHASE (RFP)				
Civil Project Manager	20	\$ 305	\$ 6,100	
Project Civil Engineer I	0	\$ 280	\$ -	
Professional	100	\$ 220	\$ 22,000	

LSW

FEE PROPOSAL

PROJECT: El Dorado County - Public Safety Facility

DATE:

1-Sep-17

LSW

Item	HOURS	RATES	FEE	SUBTOTALS
I SCHEMATIC PHASE (RFP)				
Principal/Sr. Engineer	140	\$ 185	\$ 25,900	
Engineer	196	\$ 155	\$ 30,380	
Senior Designer	112	\$ 120	\$ 13,440	
Designer	0	\$ 90	\$ -	
Field Observer	0	\$ 120	\$ -	
Cadd/Revit	140	\$ 80	\$ 11,200	
Clerical	56	\$ 75	\$ 4,200	
	644			
Expenses (travel/other)			\$ 6,000	
				\$ 91,120
II SCHEMATIC DESIGN (DESIGN)				
Principal/Sr. Engineer	48	\$ 185	\$ 8,880	
Engineer	80	\$ 155	\$ 12,400	
Senior Designer	80	\$ 120	\$ 9,600	
Designer	40	\$ 90	\$ 3,600	
Field Observer	0	\$ 120	\$ -	
Cadd/Revit	96	\$ 80	\$ 7,680	
Clerical	8	\$ 75	\$ 600	
	352			
Expenses (travel/other)			\$ 2,000	
				\$ 44,760
III DESIGN DEVELOPMENT				
Principal/Sr. Engineer	320	\$ 185	\$ 59,200	
Engineer	640	\$ 155	\$ 99,200	
Senior Designer	480	\$ 120	\$ 57,600	
Designer	480	\$ 90	\$ 43,200	
Field Observer	0	\$ 120	\$ -	
Cadd/Revit	640	\$ 80	\$ 51,200	
Clerical	40	\$ 75	\$ 3,000	
	2600			
Expenses (travel/other)			\$ 2,000	
				\$ 315,400
IV CONSTRUCTION DOCUMENTS				
Principal/Sr. Engineer	320	\$ 185	\$ 59,200	
Engineer	640	\$ 155	\$ 99,200	
Senior Designer	480	\$ 120	\$ 57,600	
Designer	480	\$ 90	\$ 43,200	
Field Observer	0	\$ 120	\$ -	
Cadd/Revit	640	\$ 80	\$ 51,200	
Clerical	40	\$ 75	\$ 3,000	
	2600			
Expenses (travel/other)			\$ 2,000	
				\$ 315,400
V CONSTRUCTION ADMINISTRATION				
Principal/Sr. Engineer	108	\$ 185	\$ 19,980	
Engineer	360	\$ 155	\$ 55,800	
Senior Designer	360	\$ 120	\$ 43,200	

LSW

FEE PROPOSAL

PROJECT: El Dorado County - Public Safety Facility

DATE: 1-Sep-17

Item	HOURS	RATES	FEE	SUBTOTALS
I SCHEMATIC PHASE (RFP)				
Principal/Sr. Engineer	140	\$ 185	\$ 25,900	
Engineer	196	\$ 155	\$ 30,380	
Designer	0	\$ 90	\$ -	
Field Observer	432	\$ 120	\$ 51,840	

FEE PROPOSAL

PROJECT: El Dorado County - Public Safety Facility

DATE:

1-Sep-17

Buehler and Buehler

Item	HOURS	RATES	FEE	SUBTOTALS
I SCHEMATIC PHASE (RFP)				
Senior Principal	80	\$ 200	\$ 16,000	
Principal	0	\$ 175	\$ -	
Senior Professional	160	\$ 155	\$ 24,800	
Professional	0	\$ 135	\$ -	
Senior Technician	0	\$ 105	\$ -	
Technician	0	\$ 95	\$ -	
-	0	\$ -	\$ -	
	240			
Expenses (travel/other)			\$ 1	
				\$ 40,801
II SCHEMATIC DESIGN (DESIGN)				
Senior Principal	30	\$ 200	\$ 6,000	
Principal	0	\$ 175	\$ -	
Senior Professional	40	\$ 155	\$ 6,200	
Professional	0	\$ 135	\$ -	
Senior Technician	80	\$ 105	\$ 8,400	
Technician	20	\$ 95	\$ 1,900	
-	0	\$ -	\$ -	
	170			
Expenses (travel/other)			\$ 1	
				\$ 22,501
III DESIGN DEVELOPMENT				
Senior Principal	60	\$ 200	\$ 12,000	
Principal	60	\$ 175	\$ 10,500	
Senior Professional	190	\$ 155	\$ 29,450	
Professional	190	\$ 135	\$ 25,650	
Senior Technician	60	\$ 105	\$ 6,300	
Technician	60	\$ 95	\$ 5,700	
-	0	\$ -	\$ -	
	620			
Expenses (travel/other)			\$ 1	
				\$ 89,601
IV CONSTRUCTION DOCUMENTS				
Senior Principal	130	\$ 200	\$ 26,000	
Principal	190	\$ 175	\$ 33,250	
Senior Professional	380	\$ 155	\$ 58,900	
Professional	380	\$ 135	\$ 51,300	
Senior Technician	130	\$ 105	\$ 13,650	
Technician	320	\$ 95	\$ 30,400	
-	0	\$ -	\$ -	
	1530			
Expenses (travel/other)			\$ 1	
				\$ 213,501
V CONSTRUCTION ADMINISTRATION				
Senior Principal	40	\$ 200	\$ 8,000	
Principal	40	\$ 175	\$ 7,000	
Senior Professional	220	\$ 155	\$ 34,100	
Professional	220	\$ 135	\$ 29,700	

FEE PROPOSAL

PROJECT: El Dorado County - Public Safety Facility

DATE: 1-Sep-17

Item	HOURS	RATES	FEE	SUBTOTALS
I SCHEMATIC PHASE (RFP)				
Senior Principal	80	\$ 200	\$ 16,000	
Principal	0	\$ 175	\$ -	
Senior Technician	0	\$ 105	\$ -	

SDC

FEE PROPOSAL

PROJECT: EI Dorado County - Public Safety Facility
 Security Design Consulting

DATE: 1-Sep-17

Item	HOURS	RATES	FEE	SUBTOTALS
I SCHEMATIC PHASE (RFP)				
Principal Security Design Consultant	112	\$ 185	\$ 20,720	
Security Design Engineer	0	\$ 145	\$ -	
Staff Tupe 3	0	\$ 160	\$ -	
Staff Type 4	0	\$ 140	\$ -	
Staff Type 5	0	\$ 120	\$ -	
Staff Tupe 6	0	\$ 100	\$ -	
Staff Type 7	0	\$ 80	\$ -	
	112			
Expenses (travel/other)			\$ 1	
				\$ 20,721
II SCHEMATIC DESIGN (DESIGN)				
Principal Security Design Consultant	80	\$ 185	\$ 14,800	
Security Design Engineer	80	\$ 145	\$ 11,600	
Staff Tupe 3	0	\$ 160	\$ -	
Staff Type 4	0	\$ 140	\$ -	
Staff Type 5	0	\$ 120	\$ -	
Staff Tupe 6	0	\$ 100	\$ -	
Staff Type 7	0	\$ 80	\$ -	
	160			
Expenses (travel/other)			\$ 1	
				\$ 26,401
III DESIGN DEVELOPMENT				
Principal Security Design Consultant	64	\$ 185	\$ 11,840	
Security Design Engineer	64	\$ 145	\$ 9,280	
Staff Tupe 3	0	\$ 160	\$ -	
Staff Type 4	0	\$ 140	\$ -	
Staff Type 5	0	\$ 120	\$ -	
Staff Tupe 6	0	\$ 100	\$ -	
Staff Type 7	0	\$ 80	\$ -	
	128			
Expenses (travel/other)			\$ 1	
				\$ 21,121
IV CONSTRUCTION DOCUMENTS				
Principal Security Design Consultant	64	\$ 185	\$ 11,840	
Security Design Engineer	64	\$ 145	\$ 9,280	
Staff Tupe 3	0	\$ 160	\$ -	
Staff Type 4	0	\$ 140	\$ -	
Staff Type 5	0	\$ 120	\$ -	
Staff Tupe 6	0	\$ 100	\$ -	
Staff Type 7	0	\$ 80	\$ -	
	128			
Expenses (travel/other)			\$ 1	
				\$ 21,121
V CONSTRUCTION ADMINISTRATION				
Principal Security Design Consultant	144	\$ 185	\$ 26,640	
Security Design Engineer	0	\$ 145	\$ -	
Staff Tupe 3	0	\$ 160	\$ -	
Staff Type 4	0	\$ 140	\$ -	

SDC

FEE PROPOSAL

PROJECT: EI Dorado County - Public Safety Facility

DATE: 1-Sep-17

Item	HOURS	RATES	FEE	SUBTOTALS
I SCHEMATIC PHASE (RFP)				
Principal Security Design Consultant	112	\$ 185	\$ 20,720	
Security Design Engineer	0	\$ 145	\$ -	
Staff Type 5	0	\$ 120	\$ -	

FEE PROPOSAL

PROJECT: El Dorado County - Public Safety Facility

DATE:

8-Sep-17

MIG

Item	HOURS	RATES	FEE	SUBTOTALS
I SCHEMATIC PHASE (RFP)				
Senior Landscape Architect	0	\$ 175	\$ -	
Project Manager/ Landscape Architect	16	\$ 150	\$ 2,400	
Sr. Irrigation Designer	4	\$ 145	\$ 580	
Administrative Assistant	0	\$ 135	\$ -	
Project Associate	0	\$ 110	\$ -	
Landscape Designer	8	\$ 80	\$ 640	
Project Assistance	12	\$ 60	\$ 720	
	40			
Expenses (travel/other)			\$ 1	
				\$ 4,341
II SCHEMATIC DESIGN (DESIGN)				
Senior Landscape Architect		\$ 175	\$ -	
Project Manager/ Landscape Architect		\$ 150	\$ -	
Sr. Irrigation Designer		\$ 145	\$ -	
Administrative Assistant		\$ 135	\$ -	
Project Associate		\$ 110	\$ -	
Landscape Designer		\$ 80	\$ -	
Project Assistance		\$ 60	\$ -	
	0			
Expenses (travel/other)			\$ 1	
				\$ 1
III DESIGN DEVELOPMENT				
Senior Landscape Architect	8	\$ 175	\$ 1,400	
Project Manager/ Landscape Architect	30	\$ 150	\$ 4,500	
Sr. Irrigation Designer	10	\$ 145	\$ 1,450	
Administrative Assistant	4	\$ 135	\$ 540	
Project Associate	8	\$ 110	\$ 880	
Landscape Designer	12	\$ 80	\$ 960	
Project Assistance	12	\$ 60	\$ 720	
	84			
Expenses (travel/other)			\$ 80	
				\$ 10,530
IV CONSTRUCTION DOCUMENTS				
Senior Landscape Architect	10	\$ 175	\$ 1,750	
Project Manager/ Landscape Architect	62	\$ 150	\$ 9,300	
Sr. Irrigation Designer	48	\$ 145	\$ 6,960	
Administrative Assistant	4	\$ 135	\$ 540	
Project Associate	12	\$ 110	\$ 1,320	
Landscape Designer	54	\$ 80	\$ 4,320	
Project Assistance	40	\$ 60	\$ 2,400	
	230			
Expenses (travel/other)			\$ 240	
				\$ 26,830
V CONSTRUCTION ADMINISTRATION				
Senior Landscape Architect	4	\$ 175	\$ 700	
Project Manager/ Landscape Architect	16	\$ 150	\$ 2,400	
Sr. Irrigation Designer	8	\$ 145	\$ 1,160	
Administrative Assistant	8	\$ 135	\$ 1,080	

FEE PROPOSAL

PROJECT: El Dorado County - Public Safety Facility

DATE: 8-Sep-17

Item	HOURS	RATES	FEE	SUBTOTALS
I SCHEMATIC PHASE (RFP)				
Senior Landscape Architect	0	\$ 175	\$ -	
Project Manager/ Landscape Architect	16	\$ 150	\$ 2,400	
Project Associate	0	\$ 110	\$ -	

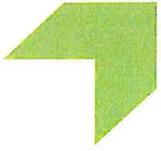


Exhibit 4D – General Requirements Spreadsheet

Location	Phase	Description	Takeoff Quantity	Labor Productivity	Labor Cost/Unit	Labor Amount	Material Cost/Unit	Material Amount	Sub Cost/Unit	Sub Amount	Equip Cost/Unit	Equip Amount	Total Cost/Unit	Total Amount
08 General Req														
	01-32-16	PROJECT DOCUMENTAION												
		Paper Plans	7.00 ea		-	-	250.00 /ea	1,750	-	-	-	-	250.00 /ea	1,750
		E-Shack	2.00 ea		-	-	5,000.00 /ea	10,000	-	-	-	-	5,000.00 /ea	10,000
		PROJECT DOCUMENTAION												
	01-45-16	QUALITY CONTROL												
		Safety	1.00 ls		15,000.00 /ls	15,000	10,000.00 /ls	10,000	-	-	-	-	25,000.00 /ls	25,000
		First Aid Kit	1.00 ea		-	-	400.00 /ea	400	-	-	-	-	400.00 /ea	400
		Drug Testing	30.00 ea		40.00 /ea	1,200	-	-	-	-	-	-	40.00 /ea	1,200
		QUALITY CONTROL												
	01-51-05	TEMPORARY UTILITIES												
		Temporary Power Set-up (trailers)	3.00 ea		-	-	-	-	5,000.00 /ea	15,000	-	-	5,000.00 /ea	15,000
		Temporary Power Set-up (bdgs)	5.00 ea		-	-	-	-	2,500.00 /ea	12,500	-	-	2,500.00 /ea	12,500
		Temporary Lighting	116,065.00 sf		0.05 /sf	5,803	0.05 /sf	5,803	-	-	-	-	0.10 /sf	11,607
		Temporary Power	116,065.00 sf		0.05 /sf	5,803	0.05 /sf	5,803	-	-	-	-	0.10 /sf	11,607
		Monthly Electric Costs	20.00 mo		-	-	750.00 /mo	15,000	-	-	-	-	750.00 /mo	15,000
		Permanent Electric Costs	3.00 mo		-	-	10,000.00 /mo	30,000	-	-	-	-	10,000.00 /mo	30,000
		Monthly Water Costs	20.00 mo		-	-	100.00 /mo	2,000	-	-	-	-	100.00 /mo	2,000
		Water Distribution	116,065.00 sf		0.05 /sf	5,803	0.05 /sf	5,803	-	-	-	-	0.10 /sf	11,607
		Trailer Communication Set-up	1.00 ls		-	-	1,200.00 /ls	1,200	-	-	-	-	1,200.00 /ls	1,200
		Monthly Communication at Trailer	20.00 mo		-	-	500.00 /mo	10,000	-	-	-	-	500.00 /mo	10,000
		Temp Heat	1.00 mo		2,000.00 /mo	2,000	4,000.00 /mo	4,000	-	-	4,000.00 /mo	4,000	10,000.00 /mo	10,000
		Weather Protection	5.00 mo		-	-	6,600.00 /mo	33,000	-	-	-	-	6,600.00 /mo	33,000
		TEMPORARY UTILITIES												
						19,410		112,610		27,500		4,000		163,520
	01-52-05	CONSTRUCTION FACILITIES												
		Project Office	20.00 mo		-	-	450.00 /mo	9,000	-	-	-	-	450.00 /mo	9,000
		Project Office - 2nd	20.00 mo		-	-	450.00 /mo	9,000	-	-	-	-	450.00 /mo	9,000
		Arch/Owner Office - 3rd	20.00 mo		-	-	450.00 /mo	9,000	-	-	-	-	450.00 /mo	9,000
		Storage Sheds	20.00 mo		-	-	500.00 /mo	10,000	-	-	-	-	500.00 /mo	10,000
		Tool Trailer	20.00 mo		-	-	196.00 /mo	3,920	-	-	-	-	196.00 /mo	3,920
		Temporary Toilet (each)	20.00 mo		-	-	1,500.00 /mo	30,000	-	-	-	-	1,500.00 /mo	30,000
		Ice Cups Water	20.00 mo		-	-	50.00 /mo	1,000	-	-	-	-	50.00 /mo	1,000
		Computers	4.00 ea		-	-	1,500.00 /ea	6,000	-	-	-	-	1,500.00 /ea	6,000
		Office Supplies	20.00 mo		-	-	400.00 /mo	8,000	-	-	-	-	400.00 /mo	8,000
		Postage/Express	20.00 mo		-	-	200.00 /mo	4,000	-	-	-	-	200.00 /mo	4,000
		Copy Machine	20.00 mo		-	-	350.00 /mo	7,000	-	-	-	-	350.00 /mo	7,000
		Move-in / Move-out Expense	2.00 ea		1,500.00 /ea	3,000	1,500.00 /ea	3,000	-	-	-	-	3,000.00 /ea	6,000
		Jobsite Cell Phones (each)	20.00 mo		-	-	700.00 /mo	14,000	-	-	-	-	700.00 /mo	14,000
		CONSTRUCTION FACILITIES												
						3,000		113,920						116,920
	01-53-05	TEMPORARY CONSTRUCTION												
		Construction Fence Rental	2,960.00 lf		-	-	5.00 /lf	14,800	-	-	-	-	5.00 /lf	14,800
		TEMPORARY CONSTRUCTION												
								14,800						14,800
	01-54-05	TOOLS & EQUIPMENT												
		Shop Labor	87.00 wk		300.00 /wk	26,100	-	-	-	-	-	-	300.00 /wk	26,100
		Forklift	20.00 mo		-	-	3,000.00 /mo	60,000	-	-	-	-	3,000.00 /mo	60,000
		Forklift Fuel	20.00 mo		-	-	400.00 /mo	8,000	-	-	-	-	400.00 /mo	8,000
		Forklift Operator	87.00 wk		500.00 /wk	43,500	-	-	-	-	-	-	500.00 /wk	43,500
		Misc. Small Tools	1.00 ls		-	-	10,000.00 /ls	10,000	-	-	-	-	10,000.00 /ls	10,000
		Staff Fuel	87.00 wk		-	-	500.00 /wk	43,500	-	-	-	-	500.00 /wk	43,500
		Scaffold Stair - Roof	1.00 ls		-	-	15,000.00 /ls	15,000	-	-	-	-	15,000.00 /ls	15,000
		TOOLS & EQUIPMENT												
						69,600		136,500						206,100
	01-55-05	VEHICULAR ACCESS & PARKING												
		Temp. Roads and Parking / sub	116,065.00 sf		-	-	-	-	0.20 /sf	23,213	-	-	0.20 /sf	23,213
		VEHICULAR ACCESS & PARKING												
										23,213				23,213
	01-56-05	TEMP. BARRIERS & ENCLOSURES												
		Temp Fire Extinguishers	20.00 mo	0.500 mo/yr	-	-	250.00 /mo	5,000	-	-	-	-	250.00 /mo	5,000
		TEMP. BARRIERS & ENCLOSURES												
								5,000						5,000
	01-57-05	TEMPORARY CONTROLS												
		Equipment Rental	20.00 mo		-	-	9,500.00 /mo	190,000	-	-	-	-	9,500.00 /mo	190,000
		TEMPORARY CONTROLS												
								190,000						190,000
	01-58-13	PROJECT IDENTIFICATION												
		Project Sign / Labor & Material	1.00 ea		416.00 /ea	416	1,000.00 /ea	1,000	-	-	-	-	1,416.00 /ea	1,416
		PROJECT IDENTIFICATION												
						416		1,000						1,416
	01-74-05	CLEANING & WASTE MANAGEMENT												
		Daily Clean-up	87.00 wk		2,100.00 /wk	182,700	35.00 /wk	3,045	-	-	-	-	2,135.00 /wk	185,745
		Dumpsters	87.00 ea		-	-	750.00 /ea	65,250	-	-	-	-	750.00 /ea	65,250
		Final Clean - Sub	116,065.00 sf		-	-	-	-	0.35 /sf	40,623	-	-	0.35 /sf	40,623
		Final Clean - C/S	116,065.00 sf		0.10 /sf	11,607	0.05 /sf	5,803	-	-	-	-	0.15 /sf	17,410

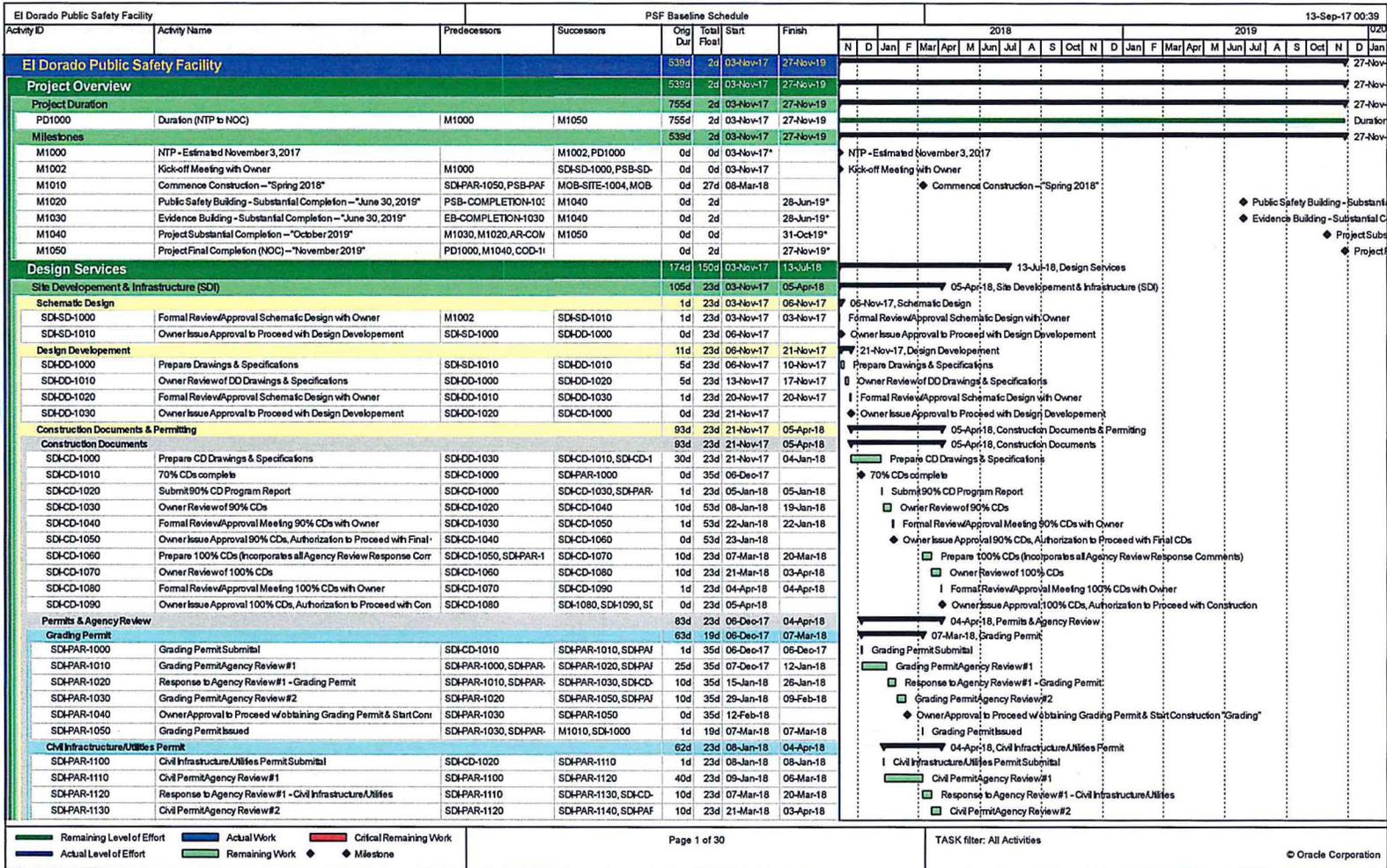
Location	Phase	Description	Takeoff Quantity	Labor Productivity	Labor Cost/Unit	Labor Amount	Material Cost/Unit	Material Amount	Sub Cost/Unit	Sub Amount	Equip Cost/Unit	Equip Amount	Total Cost/Unit	Total Amount
		CLEANING & WASTE MANAGEMENT			/MO	194,307	/MO	74,098	/MO	40,623	/MO		/MO	309,028
	01-78-39	PROJECT RECORD DOCUMENTS												
		On Site Camera	1.00 ea		400.00 /ea	400	4,000.00 /ea	4,000	-	-	-	-	4,400.00 /ea	4,400
		As-built Drawings	4.00 ea		-	-	150.00 /ea	600	-	-	-	-	150.00 /ea	600
		O&M Manuals	4.00 ea		-	-	100.00 /ea	400	-	-	-	-	100.00 /ea	400
		PROJECT RECORD DOCUMENTS			/MO	400	/MO	5,000	/MO		/MO		/MO	5,400
		08 General Req	20.00 mo		15,166.61 /mo	303,332	33,753.90 /m	675,078	4,566.79 /m	91,336	200.00 /mo	4,000	53,687.30 /mo	1,073,746

Exhibit 4E – Contractor Owned Equipment Rates

Broward Builders Inc. Per Hour Equipment Cost
Includes Operator, Equipment and Fuel

9/14/2017

Item	Description Based on Daily Rate and Prevailing Wages	Equipment Average Hourly Rate	Fuel/Oil Average Hourly Cost	Operator Prevailing Hourly Rate	Total Average Hourly Rate
1	Case 330 Excavator	\$125.00	\$37.50	\$87.51	\$250.01
2	Cat 623 Scraper	\$250.00	\$43.75	\$87.51	\$381.26
3	Cat D9 Dozer	\$321.00	\$43.75	\$87.51	\$452.26
4	Cat D6 Dozer	\$100.00	\$17.50	\$87.51	\$205.01
5	Cat 14H M Grader	\$150.00	\$43.75	\$89.30	\$283.05
6	Rex SF Compactor	\$56.25	\$21.88	\$87.51	\$165.64
7	4,000 Water Truck	\$75.00	\$10.93	\$71.79	\$157.72
8	Case Backhoe	\$50.00	\$10.93	\$85.85	\$146.78
9	Case Skiploader	\$46.88	\$8.75	\$82.72	\$138.35
10	Skidsteer	\$37.50	\$8.75	\$82.72	\$128.97
11	High Reach Lift 10,000#	\$46.88	\$10.93	\$82.72	\$140.53
Item	Description Based on Weekly Rate and Prevailing Wages	Equipment Average Hourly Rate	Fuel/Oil Average Hourly Cost	Operator Prevailing Hourly Rate	Total Average Hourly Rate
1	Case 330 Excavator	\$90.00	\$37.50	\$87.51	\$215.01
2	Cat 623 Scraper	\$165.00	\$43.75	\$87.51	\$296.26
3	Cat D9 Dozer	\$214.00	\$43.75	\$87.51	\$345.26
4	Cat D6 Dozer	\$67.50	\$17.50	\$87.51	\$172.51
5	Cat 14H M Grader	\$100.00	\$43.75	\$89.30	\$233.05
6	Rex SF Compactor	\$37.50	\$21.88	\$87.51	\$146.89
7	4,000 Water Truck	\$42.50	\$10.93	\$71.79	\$125.22
8	Case Backhoe	\$30.00	\$10.93	\$85.85	\$126.78
9	Case Skiploader	\$27.50	\$8.75	\$82.72	\$118.97
10	Skidsteer	\$22.50	\$8.75	\$82.72	\$113.97
11	High Reach Lift 10,000#	\$27.50	\$10.93	\$82.72	\$121.15
Item	Description Based on Monthly Rate and Prevailing Wages	Equipment Average Hourly Rate	Fuel/Oil Average Hourly Cost	Operator Prevailing Hourly Rate	Total Average Hourly Rate
1	Case 330 Excavator	\$67.50	\$37.50	\$87.51	\$192.51
2	Cat 623 Scraper	\$123.75	\$43.75	\$87.51	\$255.01
3	Cat D9 Dozer	\$160.50	\$43.75	\$87.51	\$291.76
4	Cat D6 Dozer	\$48.75	\$17.50	\$87.51	\$153.76
5	Cat 14H M Grader	\$75.00	\$43.75	\$89.30	\$208.05
6	Rex SF Compactor	\$28.13	\$21.88	\$87.51	\$137.51
7	4,000 Water Truck	\$31.88	\$10.93	\$71.79	\$114.60
8	Case Backhoe	\$22.50	\$10.93	\$85.85	\$119.28
9	Case Skiploader	\$20.63	\$8.75	\$82.72	\$112.10
10	Skidsteer	\$16.88	\$8.75	\$82.72	\$108.35
11	High Reach Lift 10,000#	\$20.63	\$10.93	\$82.72	\$114.28



El Dorado Public Safety Facility				PSF Baseline Schedule												13-Sep-17 00:39																			
Activity ID	Activity Name	Predecessors	Successors	Orig Dir	Total Float	Start	Finish	2018												2019															
								N	D	Jan	F	Mar	Apr	M	Jun	Jul	A	S	Oct	N	D	Jan	F	Mar	Apr	M	Jun	Jul	A	S	Oct	N	D	Jan	
SDH-PAR-1140	Owner Approval to Proceed w/obtaining Civil Permit & Start Construction	SDH-PAR-1130	SDH-PAR-1150	0d	23d	04-Apr-18		◆ Owner Approval to Proceed w/obtaining Civil Permit & Start Construction																											
SDH-PAR-1150	Civil Permit Issued	SDH-PAR-1140, SDH-PAR-1150	SDH-1080, SDH-1090, SE	1d	23d	04-Apr-18	04-Apr-18	I Civil Permit Issued																											
Offsite Improvements (OI)								22-Feb-18, Offsite Improvements (OI)																											
Schematic Design								08-Nov-17, Schematic Design																											
OI-SD-1000	Formal Review/Approval Schematic Design with Owner	M1002	OI-SD-1010	1d	243d	03-Nov-17	06-Nov-17	I Formal Review/Approval Schematic Design with Owner																											
OI-SD-1010	Owner Issue Approval to Proceed with Design Development	OI-SD-1000	OI-DD-1040	0d	243d	06-Nov-17		◆ Owner Issue Approval to Proceed with Design Development																											
Design Development								21-Nov-17, Design Development																											
OI-DD-1040	Prepare Drawings & Specifications	OI-SD-1010	OI-DD-1050	5d	243d	06-Nov-17	10-Nov-17	I Prepare Drawings & Specifications																											
OI-DD-1050	Owner Review of DD Drawings & Specifications	OI-DD-1040	OI-DD-1060	5d	243d	13-Nov-17	17-Nov-17	I Owner Review of DD Drawings & Specifications																											
OI-DD-1060	Formal Review/Approval Schematic Design with Owner	OI-DD-1050	OI-DD-1070	1d	243d	20-Nov-17	20-Nov-17	I Formal Review/Approval Schematic Design with Owner																											
OI-DD-1070	Owner Issue Approval to Proceed with Design Development	OI-DD-1060	OI-CD-1100	0d	243d	21-Nov-17		◆ Owner Issue Approval to Proceed with Design Development																											
Construction Documents & Permitting								22-Feb-18, Construction Documents & Permitting																											
Construction Documents								22-Feb-18, Construction Documents																											
OI-CD-1100	Prepare CD Drawings & Specifications	OI-DD-1070	OI-CD-1110, OI-CD-1121	30d	243d	21-Nov-17	04-Jan-18	I Prepare CD Drawings & Specifications																											
OI-CD-1110	70% CDs complete	OI-CD-1100	SDH-PAR-1160	0d	249d	06-Dec-17		◆ 70% CDs complete																											
OI-CD-1120	Submit 90% CD Program Report	OI-CD-1100	OI-CD-1130	1d	243d	05-Jan-18	05-Jan-18	I Submit 90% CD Program Report																											
OI-CD-1130	Owner Review of 90% CDs	OI-CD-1120	OI-CD-1140	10d	243d	08-Jan-18	19-Jan-18	I Owner Review of 90% CDs																											
OI-CD-1140	Formal Review/Approval Meeting 90% CDs with Owner	OI-CD-1130	OI-CD-1150	1d	243d	22-Jan-18	22-Jan-18	I Formal Review/Approval Meeting 90% CDs with Owner																											
OI-CD-1150	Owner Issue Approval 90% CDs, Authorization to Proceed with Final-1	OI-CD-1140	OI-CD-1160	0d	243d	23-Jan-18		◆ Owner Issue Approval 90% CDs, Authorization to Proceed with Final CDs																											
OI-CD-1160	Prepare 100% CDs (incorporates all Agency Review/Response Comments)	OI-CD-1150	OI-CD-1170	10d	243d	23-Jan-18	05-Feb-18	I Prepare 100% CDs (incorporates all Agency Review/Response Comments)																											
OI-CD-1170	Owner Review of 100% CDs	OI-CD-1160	OI-CD-1180	10d	243d	06-Feb-18	20-Feb-18	I Owner Review of 100% CDs																											
OI-CD-1180	Formal Review/Approval Meeting 100% CDs with Owner	OI-CD-1170	OI-CD-1190	1d	243d	21-Feb-18	21-Feb-18	I Formal Review/Approval Meeting 100% CDs with Owner																											
OI-CD-1190	Owner Issue Approval 100% CDs, Authorization to Proceed with Construction	OI-CD-1180	OF-OFFSITE IMP-100X	0d	243d	22-Feb-18		◆ Owner Issue Approval 100% CDs, Authorization to Proceed with Construction																											
Permit & Agency Review								12-Feb-18, Permit & Agency Review																											
SDH-PAR-1160	Offsite Improvements Permit Submittal	OI-CD-1110	SDH-PAR-1170, SDH-PAF	1d	249d	06-Dec-17	06-Dec-17	I Offsite Improvements Permit Submittal																											
SDH-PAR-1170	Offsite Improvements Permit Agency Review #1	SDH-PAR-1160, SDH-PAR-1170, SDH-PAF	SDH-PAR-1180, SDH-PAF	25d	249d	07-Dec-17	12-Jan-18	I Offsite Improvements Permit Agency Review #1																											
SDH-PAR-1180	Response to Agency Review #1 - Offsite Improvement Permit	SDH-PAR-1170, SDH-PAR-1180	SDH-PAR-1190	10d	249d	15-Jan-18	26-Jan-18	I Response to Agency Review #1 - Offsite Improvement Permit																											
SDH-PAR-1190	Offsite Improvements Permit Agency Review #2	SDH-PAR-1180	SDH-PAR-1210, SDH-PAF	10d	249d	29-Jan-18	09-Feb-18	I Offsite Improvements Permit Agency Review #2																											
SDH-PAR-1200	Owner Approval to Proceed w/obtaining Offsite Improvements Permit	SDH-PAR-1190	SDH-PAR-1210	0d	249d	12-Feb-18		◆ Owner Approval to Proceed w/obtaining Offsite Improvements Permit & Start Construction																											
SDH-PAR-1210	Offsite Improvements Permit Issued	SDH-PAR-1190, SDH-PAR-1210	OF-OFFSITE IMP-100X	1d	249d	12-Feb-18	12-Feb-18	I Offsite Improvements Permit Issued																											
Site Improvements & Structures (SITE): Arch, Lands, Civil								11-May-18, Site Improvements & Structures (SITE): Arch, Lands, Civil																											
Schematic Design								28-Dec-17, Schematic Design																											
SITE-SD-1200	Prepare Drawings & Specifications (Continue SD)	M1002	SITE-SD-1210	15d	156d	03-Nov-17	24-Nov-17	I Prepare Drawings & Specifications (Continue SD)																											
SITE-SD-1210	Submit SD Program Report	SITE-SD-1200	SITE-SD-1220	1d	156d	27-Nov-17	27-Nov-17	I Submit SD Program Report																											
SITE-SD-1220	Owner Review SD	SITE-SD-1210	SITE-SD-1230	10d	156d	28-Nov-17	11-Dec-17	I Owner Review SD																											
SITE-SD-1230	Prepare Response for Owner SD Review Comments	SITE-SD-1220	SITE-SD-1240	10d	156d	12-Dec-17	26-Dec-17	I Prepare Response for Owner SD Review Comments																											
SITE-SD-1240	Formal Review/Approval Meeting SD with Owner	SITE-SD-1230	SITE-SD-1250	1d	156d	27-Dec-17	27-Dec-17	I Formal Review/Approval Meeting SD with Owner																											
SITE-SD-1250	Owner Issue Approval SD, Authorization to Proceed with DDe	SITE-SD-1240	SITE-DD-1200	0d	156d	28-Dec-17		◆ Owner Issue Approval SD, Authorization to Proceed with DDe																											
Design Development								08-Mar-18, Design Development																											
SITE-DD-1200	Prepare DD Drawings & Specifications	SITE-SD-1250	SITE-DD-1210	15d	156d	28-Dec-17	18-Jan-18	I Prepare DD Drawings & Specifications																											
SITE-DD-1210	Submit 50% DD Program Report	SITE-DD-1200	SITE-DD-1220	1d	156d	19-Jan-18	19-Jan-18	I Submit 50% DD Program Report																											
SITE-DD-1220	Owner Review 50% DDs	SITE-DD-1210	SITE-DD-1230	10d	156d	22-Jan-18	02-Feb-18	I Owner Review 50% DDs																											
SITE-DD-1230	Prepare Response to Owner 50% DD Review Comments & Prepare	SITE-DD-1220	SITE-DD-1240	10d	156d	05-Feb-18	16-Feb-18	I Prepare Response to Owner 50% DD Review Comments & Prepare 100% DDs																											
SITE-DD-1240	Submit 100% DD Program Report	SITE-DD-1230	SITE-DD-1250	1d	156d	20-Feb-18	20-Feb-18	I Submit 100% DD Program Report																											
SITE-DD-1250	Owner Review 100% DDs	SITE-DD-1240	SITE-DD-1260	10d	156d	21-Feb-18	06-Mar-18	I Owner Review 100% DDs																											
SITE-DD-1260	Formal Review/Approval Meeting 100% DDs with Owner	SITE-DD-1250	SITE-DD-1270	1d	156d	07-Mar-18	07-Mar-18	I Formal Review/Approval Meeting 100% DDs with Owner																											
SITE-DD-1270	Owner Issue Approval 100% DDs, Authorization to Proceed with CDs	SITE-DD-1260	SITE-CD-1200	0d	156d	08-Mar-18		◆ Owner Issue Approval 100% DDs, Authorization to Proceed with CDs																											
Construction Documents & Permitting								11-May-18, Construction Documents & Permitting																											

█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining Work
█ Actual Level of Effort
 █ Remaining Work
 ◆ Milestone

El Dorado Public Safety Facility		PSF Baseline Schedule						13-Sep-17 00:39																				
Activity ID	Activity Name	Predecessors	Successors	Orig Dur	Total Float	Start	Finish	2018												2019		UZ						
								N	D	Jan	F	Mar	Apr	M	Jun	Jul	A	S	Oct	N	D		Jan	F	Mar	Apr	M	Jun
Construction Documents																												
SITE-CD-1200	Prepare CD Drawings & Specifications	SITE-OD-1270	SITE-CD-1210	9d	194d	08-Mar-18	20-Mar-18																					
SITE-CD-1210	Submit 90% CD Program Report	SITE-CD-1200	SITE-CD-1220,028100	1d	156d	08-Mar-18	08-Mar-18																					
SITE-CD-1220	Owner Review 90% CDs	SITE-CD-1210	SITE-CD-1230	1d	156d	09-Mar-18	09-Mar-18																					
SITE-CD-1230	Formal Review/Approval Meeting 90% CDs with Owner	SITE-CD-1220	SITE-CD-1240	1d	156d	12-Mar-18	12-Mar-18																					
SITE-CD-1240	Owner Issue Approval 90% CDs, Auth to Proceed with 100% CDs	SITE-CD-1230	SITE-PAR-1200, SITE-C	1d	156d	13-Mar-18	13-Mar-18																					
SITE-CD-1250	Prepare 100% CDs (incorporates all Agency Review Response Corr	SITE-CD-1240	SITE-CD-1260	1d	194d	14-Mar-18	14-Mar-18																					
SITE-CD-1260	Owner Review of 100% CDs	SITE-CD-1250	SITE-CD-1270	1d	194d	15-Mar-18	15-Mar-18																					
SITE-CD-1270	Formal Review/Approval Meeting 100% CDs with Owner	SITE-CD-1260	SITE-CD-1280	1d	194d	16-Mar-18	16-Mar-18																					
SITE-CD-1280	Owner Issue Approval 100% CDs, Authorization to Proceed with Con	SITE-CD-1270	ON-SITE IMPR-1008	1d	194d	19-Mar-18	19-Mar-18																					
Permits & Agency Reviews																												
SITE-PAR-1200	SITE - Permit Agency Submittal	SITE-CD-1240	SITE-PAR-1210	42d	156d	15-Mar-18	11-May-18																					
SITE-PAR-1210	SITE - Permit Agency Review #1	SITE-PAR-1200	SITE-PAR-1220	1d	156d	15-Mar-18	15-Mar-18																					
SITE-PAR-1220	Response to Permit Agency Review #1 - SITE	SITE-PAR-1210	SITE-PAR-1230	20d	156d	16-Mar-18	12-Apr-18																					
SITE-PAR-1230	SITE - Permit Agency Review #2	SITE-PAR-1220	SITE-PAR-1240	10d	156d	13-Apr-18	26-Apr-18																					
SITE-PAR-1240	Owner Approval to Proceed w/obtaining SITE Permit & Start Constru	SITE-PAR-1230	SITE-PAR-1250	0d	156d	27-Apr-18	10-May-18																					
SITE-PAR-1250	SITE - Obtain Permit	SITE-PAR-1240	ON-SITE IMPR-1008	1d	156d	11-May-18	11-May-18																					
Public Safety Building (PSB)																												
Schematic Design																												
PSB-SD-1400	Prepare Drawings & Specifications (Continue SD)	M1002	PSB-SD-1410	143d	0d	03-Nov-17	30-May-18																					
PSB-SD-1410	Submit SD Program Report	PSB-SD-1400	PSB-SD-1420	32d	0d	03-Nov-17	20-Dec-17																					
PSB-SD-1420	Owner Review SD	PSB-SD-1410	PSB-SD-1430	15d	0d	03-Nov-17	24-Nov-17																					
PSB-SD-1430	Prepare Response for Owner SD Review Comments	PSB-SD-1420	PSB-SD-1440	1d	0d	27-Nov-17	27-Nov-17																					
PSB-SD-1440	Formal Review/Approval Meeting SD with Owner	PSB-SD-1430	PSB-SD-1450	10d	0d	28-Nov-17	11-Dec-17																					
PSB-SD-1450	Owner Issue Approval SD, Authorization to Proceed with DDs	PSB-SD-1440	PSB-DD-1400	5d	0d	12-Dec-17	18-Dec-17																					
Design Development																												
PSB-DD-1400	Prepare DD Drawings & Specifications	PSB-SD-1450	PSB-DD-1410, PSB-DD-	38d	0d	20-Dec-17	14-Feb-18																					
PSB-DD-1410	Submit 50% DD Program Report	PSB-DD-1400	PSB-DD-1420, PSB-PA	25d	0d	20-Dec-17	25-Jan-18																					
PSB-DD-1420	Owner Review 50% DDs	PSB-DD-1410	PSB-DD-1430	1d	0d	05-Jan-18	05-Jan-18																					
PSB-DD-1430	Prepare Response to Owner 50% DD Review Comments & Prepare	PSB-DD-1420, PSB-DD-	PSB-DD-1440	10d	0d	08-Jan-18	19-Jan-18																					
PSB-DD-1440	Submit 100% DD Program Report	PSB-DD-1430	PSB-DD-1450	5d	0d	22-Jan-18	26-Jan-18																					
PSB-DD-1450	Owner Review 100% DDs	PSB-DD-1440	PSB-DD-1460	1d	0d	29-Jan-18	29-Jan-18																					
PSB-DD-1460	Formal Review/Approval Meeting 100% DDs with Owner	PSB-DD-1450	PSB-DD-1470	10d	0d	30-Jan-18	12-Feb-18																					
PSB-DD-1470	Owner Issue Approval 100% DDs, Authorization to Proceed with CDs	PSB-DD-1460	PSB-CD-1400	1d	0d	13-Feb-18	13-Feb-18																					
Construction Documents & Permitting																												
Construction Documents																												
PSB-CD-1400	Prepare CD Drawings & Specifications	PSB-DD-1470	PSB-CD-1410	100d	0d	08-Jan-18	30-May-18																					
PSB-CD-1410	Submit 90% CD Program Report	PSB-CD-1400	PSB-CD-1420, PSB-PA	73d	0d	14-Feb-18	30-May-18																					
PSB-CD-1420	Owner Review 90% CDs	PSB-CD-1410	PSB-CD-1430,081416	20d	0d	14-Feb-18	14-Mar-18																					
PSB-CD-1430	Formal Review/Approval Meeting 90% CDs with Owner	PSB-CD-1420	PSB-CD-1440	10d	5d	16-Mar-18	29-Mar-18																					
PSB-CD-1440	Owner Issue Approval 90% CDs, Auth to Proceed with 100% CDs	PSB-CD-1430	PSB-CD-1450	1d	5d	30-Mar-18	30-Mar-18																					
PSB-CD-1450	Prepare 100% CDs (incorporates all Agency Review Response Corr	PSB-CD-1440, PSB-PAF	PSB-CD-1460	0d	5d	02-Apr-18																						
PSB-CD-1460	Owner Review of 100% CDs	PSB-CD-1450	PSB-CD-1470	25d	0d	09-Apr-18	11-May-18																					
PSB-CD-1470	Formal Review/Approval Meeting 100% CDs with Owner	PSB-CD-1460	PSB-CD-1480	10d	0d	14-May-18	25-May-18																					
PSB-CD-1480	Owner Issue Approval 100% CDs, Authorization to Proceed with Con	PSB-CD-1470	PSB-FND&SLAB-1000	1d	0d	29-May-18	29-May-18																					
Permits & Agency Reviews																												
PSB-PAR-1400	PSB Foundation - Permit Agency Submittal	PSB-DD-1410	PSB-PAR-1410	100d	0d	08-Jan-18	29-May-18																					
PSB-PAR-1410	PSB Foundation - Permit Agency Review #1	PSB-PAR-1400	PSB-PAR-1420	1d	19d	08-Jan-18	08-Jan-18																					
				20d	19d	09-Jan-18	05-Feb-18																					

█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining Work
█ Actual Level of Effort
 █ Remaining Work
 ◆ Milestone

El Dorado Public Safety Facility		PSF Baseline Schedule						2018												2019																	
Activity ID	Activity Name	Predecessors	Successors	Orig Dur	Total Float	Start	Finish	N	D	Jan	F	Mar	Apr	M	Jun	Jul	A	S	Oct	N	D	Jan	F	Mar	Apr	M	Jun	Jul	A	S	Oct	N	D	Jan			
PSB-PAR-1420	Response to Permit/Agency Review#1 - PSB Foundation	PSB-PAR-1410	PSB-PAR-1430	10d	19d	08-Feb-18	20-Feb-18																														
PSB-PAR-1430	PSB Foundation - Permit/Agency Review#2	PSB-PAR-1420	PSB-PAR-1440	10d	19d	21-Feb-18	06-Mar-18																														
PSB-PAR-1440	Owner Approval to Proceed w/obtaining PSB Foundation Permit & E	PSB-PAR-1430	PSB-PAR-1450	0d	19d	07-Mar-18																															
PSB-PAR-1450	PSB Foundation - Obtain Permit	PSB-PAR-1440	M1010, SD-PAR-1050,	1d	19d	07-Mar-18	07-Mar-18																														
PSB-PAR-1500	Public Safety Building - Permit/Agency Submittal	PSB-CD-1410	PSB-PAR-1510	1d	0d	16-Mar-18	16-Mar-18																														
PSB-PAR-1510	Public Safety Building - Permit/Agency Review#1	PSB-PAR-1500	PSB-PAR-1520	30d	0d	19-Mar-18	27-Apr-18																														
PSB-PAR-1520	Response to Permit/Agency Review#1 - Public Safety Building	PSB-PAR-1510	PSB-PAR-1530, PSB-C	10d	0d	30-Apr-18	11-May-18																														
PSB-PAR-1530	Public Safety Building - Permit/Agency Review#2	PSB-PAR-1520	PSB-PAR-1550, PSB-P	10d	0d	14-May-18	25-May-18																														
PSB-PAR-1540	Owner Approval to Proceed w/obtaining Public Safety Building Perm	PSB-PAR-1530	PSB-PAR-1550	0d	0d	29-May-18																															
PSB-PAR-1550	Public Safety Building - Obtain Permit	PSB-PAR-1530, PSB-PA	PSB-FND&SLAB-1000	1d	0d	29-May-18	29-May-18																														
Evidence Building (EB)				154d	70d	03-Nov-17	14-Jun-18																														
Schematic Design				22d	24d	03-Nov-17	06-Dec-17																														
EB-SD-1600	Prepare Drawings & Specifications (Continue SD)	M1002	EB-SD-1610	10d	24d	03-Nov-17	16-Nov-17																														
EB-SD-1610	Submit SD Program Report	EB-SD-1600	EB-SD-1620	1d	24d	17-Nov-17	17-Nov-17																														
EB-SD-1620	Owner Review SD	EB-SD-1610	EB-SD-1630	5d	24d	20-Nov-17	27-Nov-17																														
EB-SD-1630	Prepare Response for Owner SD Review Comments	EB-SD-1620	EB-SD-1640	5d	24d	28-Nov-17	04-Dec-17																														
EB-SD-1640	Formal Review/Approval Meeting SD with Owner	EB-SD-1630	EB-SD-1650	1d	24d	05-Dec-17	05-Dec-17																														
EB-SD-1650	Owner Issue Approval SD, Authorization to Proceed with DDs	EB-SD-1640	EB-DD-1600	0d	24d	06-Dec-17																															
Design Development				48d	70d	09-Dec-17	14-Feb-18																														
EB-DD-1600	Prepare DD Drawings & Specifications	EB-SD-1650	EB-DD-1610	15d	24d	09-Dec-17	27-Dec-17																														
EB-DD-1610	Submit 50% DD Program Report	EB-DD-1600	EB-DD-1620, EB-PAR-1	1d	24d	28-Dec-17	28-Dec-17																														
EB-DD-1620	Owner Review 50% DDs	EB-DD-1610	EB-DD-1630	10d	70d	29-Dec-17	12-Jan-18																														
EB-DD-1630	Prepare Response to Owner 50% DD Review Comments & Prepare	EB-DD-1620	EB-DD-1640	10d	70d	15-Jan-18	26-Jan-18																														
EB-DD-1640	Submit 100% DD Program Report	EB-DD-1630	EB-DD-1650	1d	70d	29-Jan-18	29-Jan-18																														
EB-DD-1650	Owner Review 100% DDs	EB-DD-1640	EB-DD-1660	10d	70d	30-Jan-18	12-Feb-18																														
EB-DD-1660	Formal Review/Approval Meeting 100% DDs with Owner	EB-DD-1650	EB-DD-1670	1d	70d	13-Feb-18	13-Feb-18																														
EB-DD-1670	Owner Issue Approval 100% DDs, Authorization to Proceed with CDs	EB-DD-1660	EB-CD-1600	0d	70d	14-Feb-18																															
Construction Documents & Permitting				116d	70d	29-Dec-17	14-Jun-18																														
Construction Documents				84d	70d	14-Feb-18	14-Jun-18																														
EB-CD-1600	Prepare CD Drawings & Specifications	EB-DD-1670	EB-CD-1610	20d	70d	14-Feb-18	14-Mar-18																														
EB-CD-1610	Submit 90% CD Program Report	EB-CD-1600	EB-CD-1620	1d	70d	15-Mar-18	15-Mar-18																														
EB-CD-1620	Owner Review 90% CDs	EB-CD-1610	EB-CD-1630, 142000-1	10d	70d	16-Mar-18	29-Mar-18																														
EB-CD-1630	Formal Review/Approval Meeting 90% CDs with Owner	EB-CD-1620	EB-CD-1640	1d	70d	30-Mar-18	30-Mar-18																														
EB-CD-1640	Owner Issue Approval 90% CDs, Auth to Proceed with 100% CDs	EB-CD-1630	EB-CD-1650, EB-PAR-1	0d	70d	02-Apr-18																															
EB-CD-1650	Prepare 100% CDs (incorporates all Agency Review Response Corr	EB-CD-1640, EB-PAR-1	EB-CD-1660	30d	70d	17-Apr-18	29-May-18																														
EB-CD-1660	Owner Review of 100% CDs	EB-CD-1650	EB-CD-1670	10d	70d	30-May-18	12-Jun-18																														
EB-CD-1670	Formal Review/Approval Meeting 100% CDs with Owner	EB-CD-1660	EB-CD-1680	1d	70d	13-Jun-18	13-Jun-18																														
EB-CD-1680	Owner Issue Approval 100% CDs, Authorization to Proceed with Con	EB-CD-1670	EB-FND&SLAB-1220	0d	70d	14-Jun-18																															
Permits & Agency Reviews				116d	70d	29-Dec-17	13-Jun-18																														
EB-PAR-1600	EB Foundation - Permit/Agency Submittal	EB-DD-1610	EB-PAR-1610	1d	24d	29-Dec-17	29-Dec-17																														
EB-PAR-1610	EB Foundation - Permit/Agency Review#1	EB-PAR-1600	EB-PAR-1620	20d	24d	02-Jan-18	29-Jan-18																														
EB-PAR-1620	Response to Permit/Agency Review#1 - EB Foundation	EB-PAR-1610	EB-PAR-1630	10d	24d	30-Jan-18	12-Feb-18																														
EB-PAR-1630	EB Foundation - Permit/Agency Review#2	EB-PAR-1620	EB-PAR-1640	10d	24d	13-Feb-18	27-Feb-18																														
EB-PAR-1640	Owner Approval to Proceed w/obtaining EB Foundation Permit & St	EB-PAR-1630	EB-PAR-1650	0d	24d	28-Feb-18																															
EB-PAR-1650	EB Foundation - Obtain Permit	EB-PAR-1640	SDI-PAR-1050, SDI-104	1d	24d	28-Feb-18	28-Feb-18																														
EB-PAR-1660	Evidence Building - Permit/Agency Submittal	EB-CD-1640	EB-PAR-1670	1d	70d	02-Apr-18	02-Apr-18																														
EB-PAR-1670	Evidence Building - Permit/Agency Review#1	EB-PAR-1660	EB-PAR-1680	30d	70d	03-Apr-18	14-May-18																														

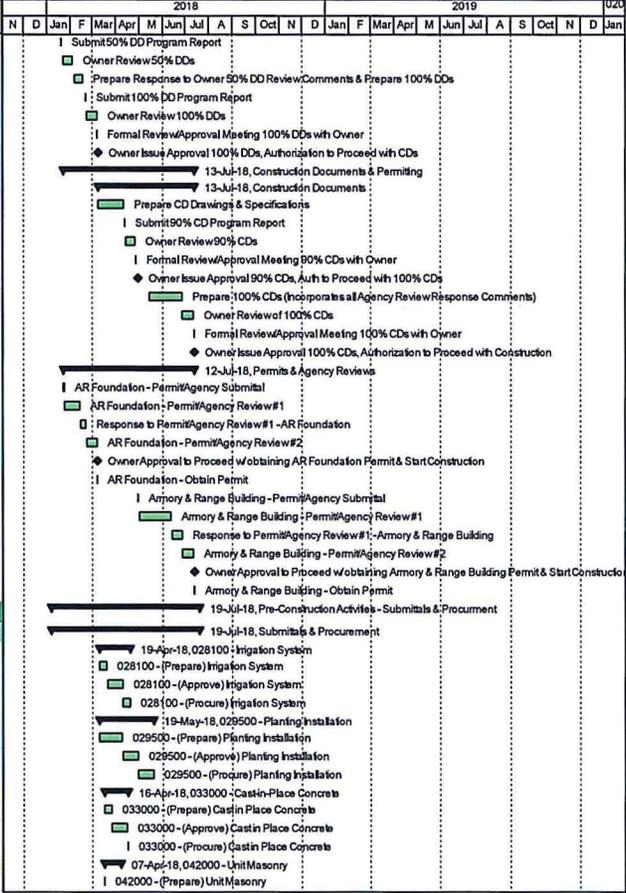
█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining Work
█ Actual Level of Effort
 █ Remaining Work
 ◆ Milestone
 ◆ Milestone

El Dorado Public Safety Facility				PSF Baseline Schedule				13-Sep-17 00:38																										
Activity ID	Activity Name	Predecessors	Successors	Orig Dur	Total Float	Start	Finish	2018												2019														
								N	D	Jan	F	Mar	Apr	M	Jun	Jul	A	S	Oct	N	D	Jan	F	Mar	Apr	M	Jun	Jul	A	S	Oct	N	D	Jan
SO-SD-2010	Submit SD Program Report	SO-SD-2000	SO-SD-2020	1d	19d	27-Nov-17	27-Nov-17																											
SO-SD-2020	Owner Review SD	SO-SD-2010	SO-SD-2030	10d	19d	28-Nov-17	11-Dec-17																											
SO-SD-2030	Prepare Response for Owner SD Review Comments	SO-SD-2020	SO-SD-2040	10d	19d	12-Dec-17	26-Dec-17																											
SO-SD-2040	Formal Review/Approval Meeting SD with Owner	SO-SD-2030	SO-SD-2050	1d	19d	27-Dec-17	27-Dec-17																											
SO-SD-2050	Owner Issue Approval SD, Authorization to Proceed with DDs	SO-SD-2040	SO-DD-2000	0d	19d	28-Dec-17																												
Design Development				48d	150d	28-Dec-17	08-Mar-18																											
SO-DD-2000	Prepare DD Drawings & Specifications	SO-SD-2050	SO-DD-2010	15d	19d	28-Dec-17	18-Jan-18																											
SO-DD-2010	Submit 50% DD Program Report	SO-DD-2000	SO-DD-2020, SO-PAR-2010	1d	19d	19-Jan-18	19-Jan-18																											
SO-DD-2020	Owner Review 50% DDs	SO-DD-2010	SO-DD-2030	10d	150d	22-Jan-18	02-Feb-18																											
SO-DD-2030	Prepare Response to Owner 50% DD Review Comments & Prepare	SO-DD-2020	SO-DD-2040	10d	150d	05-Feb-18	16-Feb-18																											
SO-DD-2040	Submit 100% DD Program Report	SO-DD-2030	SO-DD-2050	1d	150d	20-Feb-18	20-Feb-18																											
SO-DD-2050	Owner Review 100% DDs	SO-DD-2040	SO-DD-2060	10d	150d	21-Feb-18	06-Mar-18																											
SO-DD-2060	Formal Review/Approval Meeting 100% DDs with Owner	SO-DD-2050	SO-DD-2070	1d	150d	07-Mar-18	07-Mar-18																											
SO-DD-2070	Owner Issue Approval 100% DDs, Authorization to Proceed with CDs	SO-DD-2060	SO-CD-2000	0d	150d	08-Mar-18																												
Construction Documents & Permitting				121d	150d	22-Jan-18	13-Jul-18																											
Construction Documents				89d	150d	08-Mar-18	13-Jul-18																											
SO-CD-2000	Prepare CD Drawings & Specifications	SO-DD-2070	SO-CD-2010	25d	150d	08-Mar-18	11-Apr-18																											
SO-CD-2010	Submit 90% CD Program Report	SO-CD-2000	SO-CD-2020	1d	150d	12-Apr-18	12-Apr-18																											
SO-CD-2020	Owner Review 90% CDs	SO-CD-2010	SO-CD-2030	10d	150d	13-Apr-18	26-Apr-18																											
SO-CD-2030	Formal Review/Approval Meeting 90% CDs with Owner	SO-CD-2020	SO-CD-2040	1d	150d	27-Apr-18	27-Apr-18																											
SO-CD-2040	Owner Issue Approval 90% CDs, Auth to Proceed with 100% CDs	SO-CD-2030	SO-CD-2050, SO-PAR-2010	0d	150d	30-Apr-18																												
SO-CD-2050	Prepare 100% CDs (incorporates all Agency Review Response Corr	SO-CD-2040, SO-PAR-2010	SO-CD-2060	30d	150d	15-May-18	26-Jun-18																											
SO-CD-2060	Owner Review of 100% CDs	SO-CD-2050	SO-CD-2070	10d	150d	27-Jun-18	11-Jul-18																											
SO-CD-2070	Formal Review/Approval Meeting 100% CDs with Owner	SO-CD-2060	SO-CD-2080	1d	150d	12-Jul-18	12-Jul-18																											
SO-CD-2080	Owner Issue Approval 100% CDs, Authorization to Proceed with Con	SO-CD-2070	SO-FND&SLAB-1600	0d	150d	13-Jul-18																												
Permits & Agency Reviews				121d	150d	22-Jan-18	12-Jul-18																											
SO-PAR-2000	SO Foundation - Permit/Agency Submittal	SO-DD-2010	SO-PAR-2010	1d	19d	22-Jan-18	22-Jan-18																											
SO-PAR-2010	SO Foundation - Permit/Agency Review#1	SO-PAR-2000	SO-PAR-2020	15d	19d	23-Jan-18	12-Feb-18																											
SO-PAR-2020	Response to Permit/Agency Review#1 - SO Foundation	SO-PAR-2010	SO-PAR-2030	5d	19d	13-Feb-18	20-Feb-18																											
SO-PAR-2030	SO Foundation - Permit/Agency Review#2	SO-PAR-2020	SO-PAR-2040	10d	19d	21-Feb-18	06-Mar-18																											
SO-PAR-2040	Owner Approval to Proceed w/obtaining SO Foundation Permit & St	SO-PAR-2030	SO-PAR-2050	0d	19d	07-Mar-18																												
SO-PAR-2050	SO Foundation - Obtain Permit	SO-PAR-2040	SDH-PAR-1050, SDH-1060	1d	19d	07-Mar-18	07-Mar-18																											
SO-PAR-2060	Special Ops Building - Permit/Agency Submittal	SO-PAR-2050	SO-PAR-2070	1d	150d	30-Apr-18	30-Apr-18																											
SO-PAR-2070	Special Ops Building - Permit/Agency Review#1	SO-PAR-2060	SO-PAR-2080	30d	150d	01-May-18	12-Jun-18																											
SO-PAR-2080	Response to Permit/Agency Review#1 - Special Ops Building	SO-PAR-2070	SO-PAR-2090, SO-CD-2060	10d	150d	13-Jun-18	26-Jun-18																											
SO-PAR-2090	Special Ops Building - Permit/Agency Review#2	SO-PAR-2080	SO-PAR-2100	10d	150d	27-Jun-18	11-Jul-18																											
SO-PAR-2100	Owner Approval to Proceed w/obtaining Special Ops Building Permi	SO-PAR-2090	SO-PAR-2110	0d	150d	12-Jul-18																												
SO-PAR-2110	Special Ops Building - Obtain Permit	SO-PAR-2100	SO-FND&SLAB-1600	1d	150d	12-Jul-18	12-Jul-18																											
Armory & Range (AR)				174d	66d	03-Nov-17	13-Jul-18																											
Schematic Design				37d	19d	03-Nov-17	28-Dec-17																											
AR-SD-2200	Prepare Drawings & Specifications (Continue SD)	M1002	AR-SD-2210	15d	19d	03-Nov-17	24-Nov-17																											
AR-SD-2210	Submit SD Program Report	AR-SD-2200	AR-SD-2220	1d	19d	27-Nov-17	27-Nov-17																											
AR-SD-2220	Owner Review SD	AR-SD-2210	AR-SD-2230	10d	19d	28-Nov-17	11-Dec-17																											
AR-SD-2230	Prepare Response for Owner SD Review Comments	AR-SD-2220	AR-SD-2240	10d	19d	12-Dec-17	26-Dec-17																											
AR-SD-2240	Formal Review/Approval Meeting SD with Owner	AR-SD-2230	AR-SD-2250	1d	19d	27-Dec-17	27-Dec-17																											
AR-SD-2250	Owner Issue Approval SD, Authorization to Proceed with DDs	AR-SD-2240	AR-DD-2200	0d	19d	28-Dec-17																												
Design Development				48d	66d	28-Dec-17	08-Mar-18																											
AR-DD-2200	Prepare DD Drawings & Specifications	AR-SD-2250	AR-DD-2210	15d	19d	28-Dec-17	18-Jan-18																											

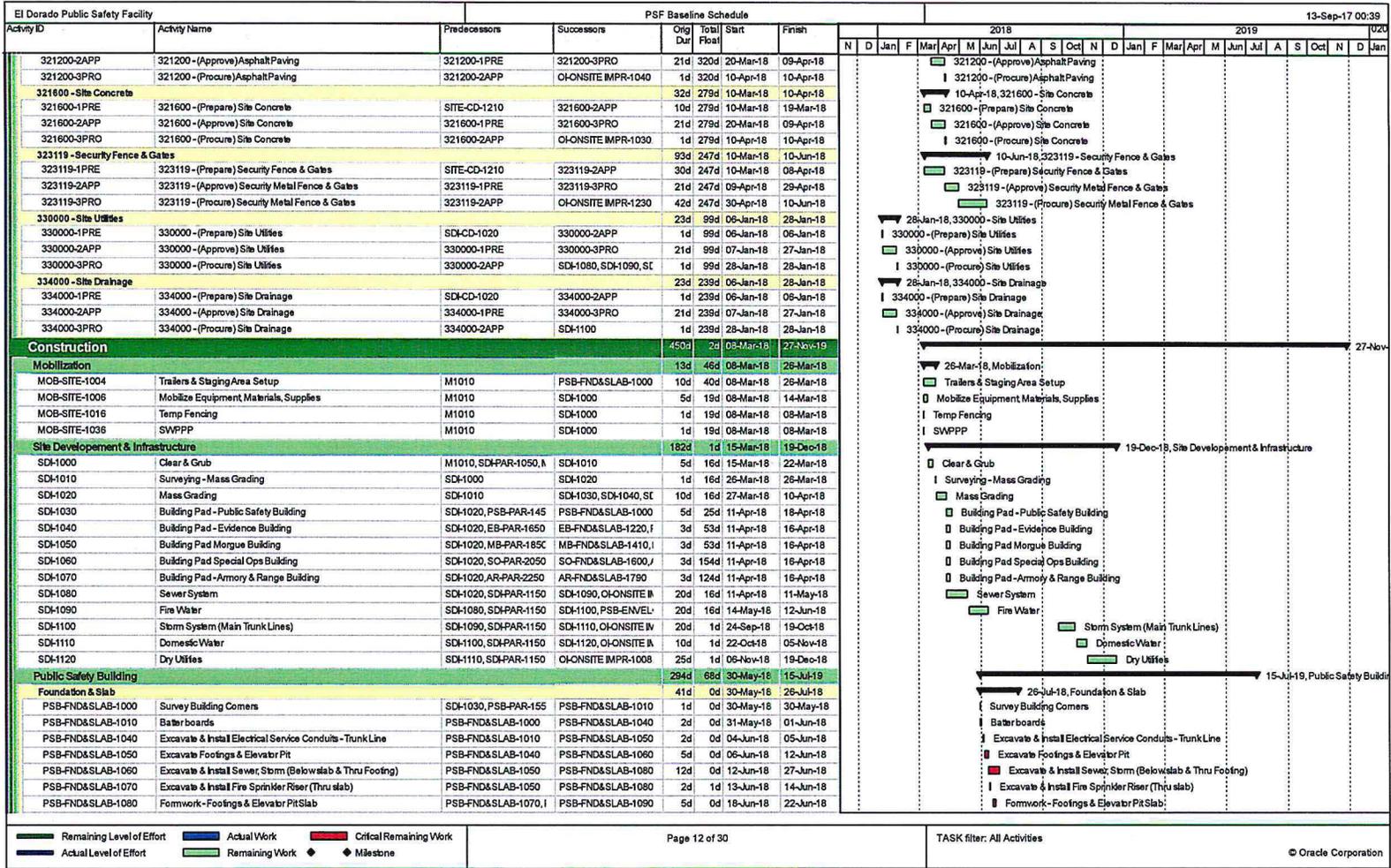


█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining Work
█ Actual Level of Effort
 █ Remaining Work
 ◆ Milestone

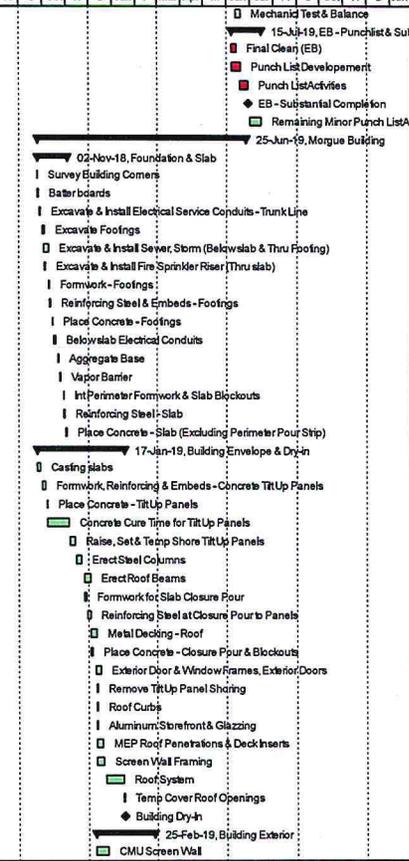
El Dorado Public Safety Facility			PSF Baseline Schedule					2018												2019					13-Sep-17 00:39												
Activity ID	Activity Name	Predecessors	Successors	Orig Dur	Total Float	Start	Finish	N	D	Jan	F	Mar	Apr	M	Jun	Jul	A	S	Oct	N	D	Jan	F	Mar	Apr	M	Jun	Jul	A	S	Oct	N	D	Jan			
AR-DD-2210	Submit 50% DD Program Report	AR-DD-2200	AR-DD-2220, AR-PAR-2200	1d	19d	19-Jan-18	19-Jan-18																														
AR-DD-2220	Owner Review 50% DDs	AR-DD-2210	AR-DD-2230	10d	66d	22-Jan-18	02-Feb-18																														
AR-DD-2230	Prepare Response to Owner 50% DD Review Comments & Prepare 100% DDs	AR-DD-2220	AR-DD-2240	10d	66d	05-Feb-18	16-Feb-18																														
AR-DD-2240	Submit 100% DD Program Report	AR-DD-2230	AR-DD-2250	1d	66d	20-Feb-18	20-Feb-18																														
AR-DD-2250	Owner Review 100% DDs	AR-DD-2240	AR-DD-2260	10d	66d	21-Feb-18	06-Mar-18																														
AR-DD-2260	Formal Review/Approval Meeting 100% DDs with Owner	AR-DD-2250	AR-DD-2270	1d	66d	07-Mar-18	07-Mar-18																														
AR-DD-2270	Owner Issue Approval 100% DDs, Authorization to Proceed with CDs	AR-DD-2260	AR-CD-2200	0d	66d	08-Mar-18																															
Construction Documents & Permitting				121d	66d	22-Jan-18	13-Jul-18																														
Construction Documents				89d	66d	08-Mar-18	13-Jul-18																														
AR-CD-2200	Prepare CD Drawings & Specifications	AR-DD-2270	AR-CD-2210	25d	66d	08-Mar-18	11-Apr-18																														
AR-CD-2210	Submit 90% CD Program Report	AR-CD-2200	AR-CD-2220	1d	66d	12-Apr-18	12-Apr-18																														
AR-CD-2220	Owner Review 90% CDs	AR-CD-2210	AR-CD-2230	10d	66d	13-Apr-18	26-Apr-18																														
AR-CD-2230	Formal Review/Approval Meeting 90% CDs with Owner	AR-CD-2220	AR-CD-2240	1d	66d	27-Apr-18	27-Apr-18																														
AR-CD-2240	Owner Issue Approval 90% CDs, Auth to Proceed with 100% CDs	AR-CD-2230	AR-CD-2250, AR-PAR-2200	0d	66d	30-Apr-18																															
AR-CD-2250	Prepare 100% CDs (incorporates all Agency Review Response Comments)	AR-CD-2240, AR-PAR-2200	AR-CD-2260	30d	66d	15-May-18	26-Jun-18																														
AR-CD-2260	Owner Review of 100% CDs	AR-CD-2250	AR-CD-2270	10d	66d	27-Jun-18	11-Jul-18																														
AR-CD-2270	Formal Review/Approval Meeting 100% CDs with Owner	AR-CD-2260	AR-CD-2280	1d	66d	12-Jul-18	12-Jul-18																														
AR-CD-2280	Owner Issue Approval 100% CDs, Authorization to Proceed with Construction	AR-CD-2270	AR-FND&SLAB-1790	0d	66d	13-Jul-18																															
Permits & Agency Reviews				121d	66d	22-Jan-18	12-Jul-18																														
AR-PAR-2200	AR Foundation - Permit Agency Submittal	AR-DD-2210	AR-PAR-2210	1d	19d	22-Jan-18	22-Jan-18																														
AR-PAR-2210	AR Foundation - Permit Agency Review #1	AR-PAR-2200	AR-PAR-2220	15d	19d	23-Jan-18	12-Feb-18																														
AR-PAR-2220	Response to Permit Agency Review #1 - AR Foundation	AR-PAR-2210	AR-PAR-2230	5d	19d	13-Feb-18	20-Feb-18																														
AR-PAR-2230	AR Foundation - Permit Agency Review #2	AR-PAR-2220	AR-PAR-2240	10d	19d	21-Feb-18	06-Mar-18																														
AR-PAR-2240	Owner Approval to Proceed w/obtaining AR Foundation Permit & Start Construction	AR-PAR-2230	AR-PAR-2250	0d	19d	07-Mar-18																															
AR-PAR-2250	AR Foundation - Obtain Permit	AR-PAR-2240	SD&PAR-1050, SD&K107	1d	19d	07-Mar-18	07-Mar-18																														
AR-PAR-2260	Armory & Range Building - Permit Agency Submittal	AR-CD-2240	AR-PAR-2270	1d	66d	30-Apr-18	30-Apr-18																														
AR-PAR-2270	Armory & Range Building - Permit Agency Review #1	AR-PAR-2260	AR-PAR-2280	30d	66d	01-May-18	12-Jun-18																														
AR-PAR-2280	Response to Permit Agency Review #1 - Armory & Range Building	AR-PAR-2270	AR-PAR-2290, AR-CD-2280	10d	66d	13-Jun-18	26-Jun-18																														
AR-PAR-2290	Armory & Range Building - Permit Agency Review #2	AR-PAR-2280	AR-PAR-2300	10d	66d	27-Jun-18	11-Jul-18																														
AR-PAR-2300	Owner Approval to Proceed w/obtaining Armory & Range Building Permit & Start Construction	AR-PAR-2290	AR-PAR-2310	0d	66d	12-Jul-18																															
AR-PAR-2310	Armory & Range Building - Obtain Permit	AR-PAR-2300	AR-FND&SLAB-1790	1d	66d	12-Jul-18	12-Jul-18																														
Pre-Construction Activities - Submittals & Procurement				195d	455d	06-Jan-18	19-Jul-18																														
Submittals & Procurement				195d	455d	06-Jan-18	19-Jul-18																														
028100 - Irrigation System				41d	346d	10-Mar-18	19-Apr-18																														
028100-1PRE	028100 - (Prepare) Irrigation System	SITE-CD-1210	028100-2APP	10d	346d	10-Mar-18	19-Mar-18																														
028100-2APP	028100 - (Approve) Irrigation System	028100-1PRE	028100-3PRO	21d	346d	20-Mar-18	09-Apr-18																														
028100-3PRO	028100 - (Procure) Irrigation System	028100-2APP	ON-SITE MPR-1090	10d	346d	10-Apr-18	19-Apr-18																														
029500 - Planting Installation				71d	339d	10-Mar-18	19-May-18																														
029500-1PRE	029500 - (Prepare) Planting Installation	SITE-CD-1210	029500-2APP	30d	339d	10-Mar-18	08-Apr-18																														
029500-2APP	029500 - (Approve) Planting Installation	029500-1PRE	029500-3PRO	21d	339d	09-Apr-18	29-Apr-18																														
029500-3PRO	029500 - (Procure) Planting Installation	029500-2APP	ON-SITE MPR-1100	20d	339d	30-Apr-18	19-May-18																														
033000 - Cast-in-Place Concrete				32d	73d	16-Mar-18	16-Apr-18																														
033000-1PRE	033000 - (Prepare) Cast-in-Place Concrete	PSB-CD-1410	033000-2APP	10d	73d	16-Mar-18	25-Mar-18																														
033000-2APP	033000 - (Approve) Cast-in-Place Concrete	033000-1PRE	033000-3PRO	21d	73d	26-Mar-18	15-Apr-18																														
033000-3PRO	033000 - (Procure) Cast-in-Place Concrete	033000-2APP	PSB-FND&SLAB-1100	1d	73d	16-Apr-18	16-Apr-18																														
042000 - Unit Masonry				23d	107d	16-Mar-18	07-Apr-18																														
042000-1PRE	042000 - (Prepare) Unit Masonry	PSB-CD-1410	042000-2APP	1d	107d	16-Mar-18	16-Mar-18																														



█ Remaining Level of Effort
 █ Actual Work
 █ Critical Remaining Work
█ Actual Level of Effort
 █ Remaining Work
 ◆ Milestone



El Dorado Public Safety Facility			PSF Baseline Schedule					2018												2019																
Activity ID	Activity Name	Predecessors	Successors	Orig Dur	Total Float	Start	Finish	N	D	Jan	Feb	Mar	Apr	M	Jun	Jul	A	S	Oct	N	D	Jan	Feb	Mar	Apr	M	Jun	Jul	A	S	Oct	N	D	Jan		
EB-SYS START-1220	Mechanic Test & Balance	EB-SYS START-1160,EE	EB-COMPLETION-103	5d	8d	12-Jun-19	18-Jun-19																													
EB - Punchlist & Substantial Completion				26d	77d	07-Jun-19	15-Jul-19																													
EB-COMPLETION-1000	Final Clean (EB)	EB-BLDG EXT-1224,EB	EB-COMPLETION-101	5d	0d	07-Jun-19	13-Jun-19																													
EB-COMPLETION-1010	Punch List Development	EB-COMPLETION-1000	EB-COMPLETION-102	8d	0d	07-Jun-19	18-Jun-19																													
EB-COMPLETION-1020	Punch List Activities	EB-COMPLETION-1010	EB-COMPLETION-103	10d	0d	17-Jun-19	28-Jun-19																													
EB-COMPLETION-1030	EB - Substantial Completion	EB-COMPLETION-1020	M1040,M1030	0d	0d		28-Jun-19																													
EB-COMPLETION-1040	Remaining Minor Punch List Activities	EB-COMPLETION-1020	COA-1030	10d	77d	01-Jul-19	15-Jul-19																													
Morgue Building				197d	92d	24-Sep-18	25-Jun-19																													
Foundation & Slab				29d	76d	24-Sep-18	02-Nov-18																													
MB-FND&SLAB-1410	Survey Building Corners	SDH1050,MB-PAR-191C	MB-FND&SLAB-1420	1d	76d	24-Sep-18	24-Sep-18																													
MB-FND&SLAB-1420	Batterboards	MB-FND&SLAB-1410	MB-FND&SLAB-1422	2d	76d	25-Sep-18	26-Sep-18																													
MB-FND&SLAB-1422	Excavate & Install Electrical Service Conduits - Trunk Line	MB-FND&SLAB-1420	MB-FND&SLAB-1424	2d	76d	27-Sep-18	28-Sep-18																													
MB-FND&SLAB-1424	Excavate Footings	MB-FND&SLAB-1422	MB-FND&SLAB-1430,I	3d	76d	01-Oct-18	03-Oct-18																													
MB-FND&SLAB-1430	Excavate & Install Sewer Storm (Belowslab & Thru Footing)	MB-FND&SLAB-1424	MB-FND&SLAB-1450,I	5d	76d	03-Oct-18	09-Oct-18																													
MB-FND&SLAB-1440	Excavate & Install Fire Sprinkler Riser (Thru slab)	MB-FND&SLAB-1424	MB-FND&SLAB-1450	2d	77d	04-Oct-18	05-Oct-18																													
MB-FND&SLAB-1450	Formwork - Footings	MB-FND&SLAB-1440,I	MB-FND&SLAB-1460	2d	76d	09-Oct-18	10-Oct-18																													
MB-FND&SLAB-1460	Reinforcing Steel & Embeds - Footings	MB-FND&SLAB-1450	MB-FND&SLAB-1470	2d	76d	11-Oct-18	12-Oct-18																													
MB-FND&SLAB-1470	Place Concrete - Footings	MB-FND&SLAB-1460	MB-FND&SLAB-1480	1d	76d	15-Oct-18	15-Oct-18																													
MB-FND&SLAB-1480	Belowslab Electrical Conduits	MB-FND&SLAB-1470,I	MB-FND&SLAB-1490,I	4d	76d	16-Oct-18	19-Oct-18																													
MB-FND&SLAB-1490	Aggregate Base	MB-FND&SLAB-1480,I	MB-FND&SLAB-1500	2d	76d	22-Oct-18	23-Oct-18																													
MB-FND&SLAB-1500	Vapor Barrier	MB-FND&SLAB-1490	MB-FND&SLAB-1550,I	2d	76d	24-Oct-18	25-Oct-18																													
MB-FND&SLAB-1510	Int Perimeter Formwork & Slab Blockouts	MB-FND&SLAB-1500	MB-FND&SLAB-1550	1d	76d	29-Oct-18	29-Oct-18																													
MB-FND&SLAB-1550	Reinforcing Steel - Slab	MB-FND&SLAB-1500,I	MB-FND&SLAB-1570	2d	76d	30-Oct-18	31-Oct-18																													
MB-FND&SLAB-1570	Place Concrete - Slab (Excluding Perimeter Pour Strip)	MB-FND&SLAB-1550	MB-ENVELOPE-1330	2d	76d	01-Nov-18	02-Nov-18																													
Building Envelope & Dry-in				69d	75d	24-Sep-18	17-Jan-19																													
MB-ENVELOPE-1240	Casting slabs	PSB-ENVELOPE-1092	MB-ENVELOPE-1250	5d	75d	24-Sep-18	28-Sep-18																													
MB-ENVELOPE-1250	Formwork, Reinforcing & Embeds - Concrete Tilt Up Panels	MB-ENVELOPE-1240	MB-ENVELOPE-1260	5d	75d	01-Oct-18	05-Oct-18																													
MB-ENVELOPE-1260	Place Concrete - Tilt Up Panels	MB-ENVELOPE-1250	MB-ENVELOPE-1280	1d	75d	08-Oct-18	08-Oct-18																													
MB-ENVELOPE-1280	Concrete Cure Time for Tilt Up Panels	MB-ENVELOPE-1260	MB-ENVELOPE-1330	20d	75d	08-Oct-18	05-Nov-18																													
MB-ENVELOPE-1330	Raise, Set & Temp Shore Tilt Up Panels	MB-ENVELOPE-1280,I	MB-ENVELOPE-1340	5d	75d	06-Nov-18	13-Nov-18																													
MB-ENVELOPE-1340	Erect Steel Columns	MB-ENVELOPE-1330	MB-ENVELOPE-1350	5d	75d	14-Nov-18	21-Nov-18																													
MB-ENVELOPE-1350	Erect Roof Beams	MB-ENVELOPE-1340	MB-ENVELOPE-1360	5d	75d	26-Nov-18	03-Dec-18																													
MB-ENVELOPE-1360	Formwork for Slab Closure Pour	MB-ENVELOPE-1350,I	MB-ENVELOPE-1380	3d	80d	26-Nov-18	28-Nov-18																													
MB-ENVELOPE-1380	Reinforcing Steel at Closure Pour to Panels	MB-ENVELOPE-1360	MB-ENVELOPE-1400	2d	80d	29-Nov-18	03-Dec-18																													
MB-ENVELOPE-1390	Metal Decking - Roof	MB-ENVELOPE-1350	MB-ENVELOPE-1440	5d	75d	04-Dec-18	11-Dec-18																													
MB-ENVELOPE-1400	Place Concrete - Closure Pour & Blockouts	MB-ENVELOPE-1380	MB-ENVELOPE-1440	3d	80d	04-Dec-18	06-Dec-18																													
MB-ENVELOPE-1430	Exterior Door & Window Frames, Exterior Doors	MB-ENVELOPE-1400	MB-ENVELOPE-1510	5d	91d	10-Dec-18	17-Dec-18																													
MB-ENVELOPE-1440	Remove Tilt Up Panel Shoring	MB-ENVELOPE-1400,I	MB-INT ROUGH-1240	1d	78d	12-Dec-18	12-Dec-18																													
MB-ENVELOPE-1450	Roof Curbs	MB-ENVELOPE-1390	MB-ENVELOPE-1490	2d	79d	12-Dec-18	13-Dec-18																													
MB-ENVELOPE-1452	Aluminum Soffitfront & Glazing	MB-ENVELOPE-1400,I	MB-ENVELOPE-1510	2d	92d	12-Dec-18	13-Dec-18																													
MB-ENVELOPE-1460	MEP Roof Penetrations & Deck Inserts	MB-ENVELOPE-1390	MB-ENVELOPE-1490	5d	76d	12-Dec-18	19-Dec-18																													
MB-ENVELOPE-1470	Screen Wall Framing	MB-ENVELOPE-1390	MB-ENVELOPE-1490	6d	75d	12-Dec-18	20-Dec-18																													
MB-ENVELOPE-1490	Roof System	MB-ENVELOPE-1460,I	MB-ENVELOPE-1510	12d	75d	24-Dec-18	15-Jan-19																													
MB-ENVELOPE-1500	Temp Cover Roof Openings	MB-ENVELOPE-1490,I	MB-ENVELOPE-1510	1d	75d	16-Jan-19	16-Jan-19																													
MB-ENVELOPE-1510	Building Dry-in	MB-ENVELOPE-1452,I	MB-INT ROUGH-1298,I	0d	75d	17-Jan-19																														
Building Exterior				40d	133d	10-Dec-18	25-Feb-19																													
MB-BLDG EXT-1000	CMU Screen Wall	MB-ENVELOPE-1400	CI-ONSITE IMPR-1240	10d	142d	10-Dec-18	26-Dec-18																													



■ Remaining Level of Effort
 ■ Actual Work
 ■ Critical Remaining Work
■ Actual Level of Effort
 ■ Remaining Work
 ◆ Milestone

Activity ID	Activity Name	Predecessors	Successors	Org Dur	Total Float	Start	Finish	2018												2019														
								N	D	Jan	F	Mar	Apr	M	Jun	Jul	A	S	Oct	N	D	Jan	F	Mar	Apr	M	Jun	Jul	A	S	Oct	N	D	Jan
COD-1040	Commissioning Documentation for HVAC Systems	COA-1010, COA-1010.c	M1050	10d	2d	13-Nov-19	27-Nov-19																											

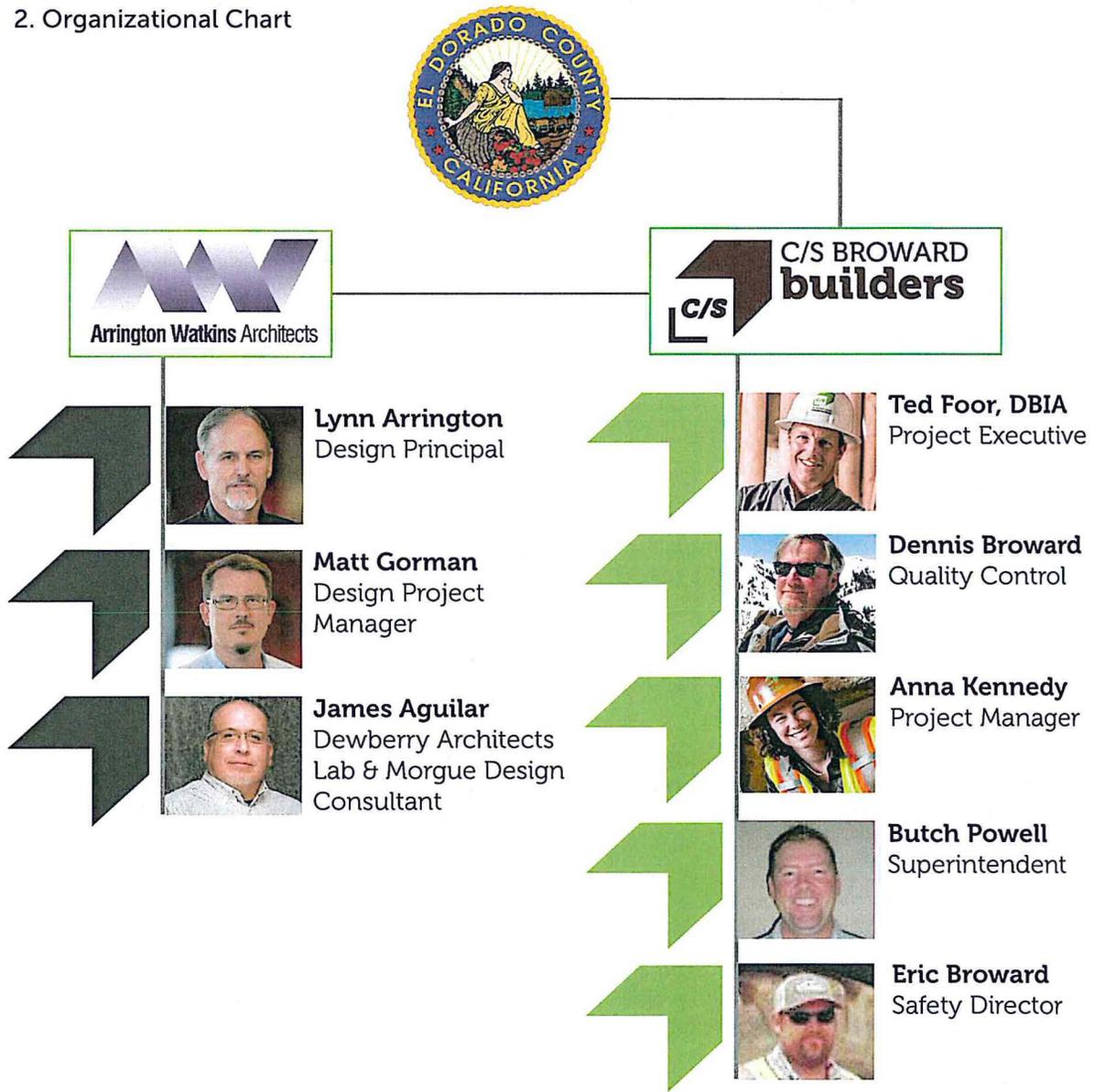


Exhibit 5B: Design Build Team

1. Proposed Design-Build Team

Firm Name	Discipline / Role
C/S Broward	General Contractor
Arrington Watkins	Architect of Record
Dewberry Architects (James Aguilar)	Consultant - Lab & Morgue Design

2. Organizational Chart



Attachment 5B – New Design Build Team Members

DESIGN BUILD TEAM

1. FOR EACH ADDITIONAL DESIGN BUILD TEAM MEMBER THAT WAS NOT INCLUDED IN DESIGN BUILDER'S RESPONSE TO THE RFQ, PLEASE PROVIDE THE FOLLOWING INFORMATION. NOTE THE RESPONSE TO QUESTION 1.5 MUST BE COMPLETED BY EACH DESIGN BUILD TEAM MEMBER AND SUBCONTRACTORS INCLUDED ON THE DESIGN BUILD TEAM MUST BE LISTED IN RESPONSE TO QUESTION 1.14.

1.1 List additional California architect, engineer, or contractor license numbers added to the Design Build Team, and include classifications, and expiration dates.

Name of Entity	Discipline / Trade	Classification & License #	Expiration
Airco Mechanical, Inc	Mechanical / Plumbing	CA# 311454 (B, C4, C20, C36, C43, C38, C34, C16, C10, C2, C61/D44, C42)	8/31/18
Patricia Thornton (Arrington Watkins)	Architect	CA # C33332	11/30/2017
Broward Builders, Inc	Grading, Utilities, Concrete, Metal Stud / Drywall	CA# 602146 (A, B, C9, C10)	9/30/18
Buehler & Buehler Structural Engineers	Structural Engineer	Professional Engineer CA - 1009120	6/30/18
Collins Electrical Company	Electrical	CA# 115427 (A, B, C10, C31)	11/30/18
Kimley-Horn & Associates, Inc	Civil Engineers	Professional Engineer - CA - 62906	6/30/18
LSW Engineers	Mechanical & Electrical Engineers	Professional Engineer - CA - 35476, 18314 & 19033	6/30/19
Metal Works	Structural Steel	CA# 655446 (C23 & C51)	10/31/18
MIG Landscape Architecture	Landscape Architects	CA# 5429 CA# 2042	1/31/19 12/31/18
Presidential Fire Protection, Inc.	Fire Sprinklers / Suppression	CA# 847133 (C16)	7/31/18
Security Design Consulting, LLC	Security Consultant	n/a	n/a

1.2 Has any additional member to the Design Build Team changed names or license numbers in the past five (5) years?

Yes No

If "yes," explain on a separate signed page, including the reason for the change.

1.3 At any time in the last five (5) years has any additional member to the Design Build Team been assessed and paid liquidated damages after completion of a project under either a construction contract or design build contract with either a public or private owner?

Yes No

If yes, explain on a separate signed page, identifying all such projects by owner, owner's address, the date of completion of the project, amount of liquidated damages assessed, and all other information necessary to fully explain the assessment of liquidated damages.

1.4 In the last five (5) years has any additional member to the Design Build Team, or any company with which any their respective owners, officers or partners was associated, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency, public works or private owner project for any reason? NOTE: "Associated with" refers to another construction or design company in which an owner, partner or officer of your firm held a similar position.

Yes No

If "yes," explain on a separate signed page, whether the company involved was part of the Design Build Team applying for qualification here or another company. Identify by name of the company, the name of the person who was associated with that company, the year of the event, the owner of the project, and the basis for the action.

1.5 In the last five (5) years has any additional member to the Design Build Team been denied an award of a public works project contract based on a finding by a public agency that the company was not a responsible bidder?

Yes No

If "yes," explain on a separate signed page, the year of the event, the owner, the project, and the basis for the finding by the public agency.

1.6 In the past five (5) years has any claim against any additional member to the Design Build Team concerning work or services in connection with design or construction of a project in California been filed in court or arbitration?

Yes No

If "yes," on separate signed sheets of paper identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court in which the case was filed, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

1.7 In the past five (5) years has any additional member to the Design Build Team made any claim against a project owner concerning payment or disputed change orders and filed that claim in court or arbitration?

Yes No

If "yes," on separate signed sheets of paper identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court in which the case was filed, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

1.8 Has any additional members' to the Design Build Team respective owners, officers or partners ever been found liable in a civil suit for making false claims or material misrepresentations?

Yes No

If "yes," explain on a separate signed page, including identifying who was involved, the name of the plaintiff, the date of the investigation and the grounds for the finding.

1.9 Has any additional members' to the Design Build Team Members' respective owners, officers or partners ever been found guilty in a criminal action?

Yes No

If "yes," explain on a separate signed page, the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

1.10 Has any additional members' to the Design Build Team respective owners, officers or partners ever been convicted of a federal or state crime of fraud, theft, or any other act of dishonesty?

Yes No

If "yes," identify on a separate signed page the person or persons convicted, the court (the county if a state court, the district or location of the federal court), the year and the criminal conduct.

1.11 Affirm that all listed subcontractors have reviewed Labor Code section 1725.5 and are currently registered with the Department of Industrial Relations and is in compliance with the provisions of Section 1725.5.

Yes No

1.12 Affirm that subcontractors included as part of the Design Build Team have reviewed Public Contract Code section 22164 (c) (1) in its entirety and will use a "skilled and trained workforce" to perform all construction work on the Project that falls within an "apprenticeable occupation" in the building and construction trades.

"Apprenticeable Occupation' means an occupation for which the chief had approved an apprenticeship program under Labor Code section 3075 before January 1, 2014." Public Contract Code section 22164 (c) (1) (A).

"Skilled and trained workforce" is defined under Public Contract Code section 22164 (c) (1) (B).

"Skilled journey person" is defined under Public Contract Code section 22164 (c) (1) (C).

Yes No

1.13 Lists all additional entities proposed for the Design Build Team, their respective discipline, and the role that each entity will fulfill on the Project.

1.14 Provide the names and resumes of the key individuals for each additional entity included in response to question 1.12 above.

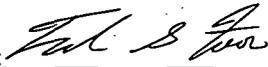
1.15 In accordance with Public Contract Code section 4104, Design Builder must include the name, location of business, and the California contractor license number of each subcontractor included on the Design Build Team that will perform a portion of the Work, in an amount in excess of 1/2 of 1% of the Bid or \$10,000, whichever is greater. The Bidder will list only one subcontractor for each portion of the Work. This Subcontractor List may be retyped in the same form as below if additional space is needed.

Portion of Work	Subcontractor Name	Address	License No.
1. Controls	L&H Airco	Rocklin, CA	CA - 591093
2. Structural Steel	Metal Works	550 Georgia Pacific Way Oroville, CA 95965	CA 655446 (C23 & C51)
3. Electrical	Collins Electrical Company	3412 Metro Drive Stockton, CA 95215	CA - 115427 (A, B, C10, C31)
4. Fire Sprinklers	Presidential Fire Protection	4517 Harlin Dr. Sacramento, CA 95826	CA - 847133 (C16)
5. Grading, Utilities, Concrete, Metal Stud/Drywall	Broward Builders, Inc	1200 E. Kentucky Ave Woodland, CA 95776	CA 602146 (A, B, C9 & C10)
6.			

1.16 Each additional Design Build Team member must complete the following:

I hereby disclose that the following officers and employees currently hold the following positions with the identified governmental agency or held such position in the past 12 months.

Name of Owner/Employee	Name of Govt. Agency	Address of Govt Agency	Government Position
Eric A. Fuller	California Preservation Foundation	5 Third St. #424 San Francisco, CA	Volunteer Chair

Signature: 

Title: President | CA Operations

Firm: Clark/Sullivan Construction

Date: August 24, 2017

State of California)
) ss.
County of Sacramento)

I, the undersigned, certify and declare that I have read all the answers to this Attachment 3M and know the contents. I attest that the answers to the questions and matters stated in this Attachment 3M are true and correct, except as to those matters regarding the Design Build Team which are stated based on information and belief, and as to those matters I believe them to be true and correct.

I declare under penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed 09/18, 2017 under penalty of perjury under the laws of the State of California.

C/S Broward Builders a Joint Venture
(Name of Firm)


(Signature of Principal)

Ted Foor Vice President/Area Manager
(Printed Name of Principal)



Exhibit 6 – Insurance and Bonding

- Exhibit 6A: Design Builder's Insurance Requirements
- Exhibit 6B: Bid Bond
- Exhibit 6C: Payment and Performance Bond (By Amendment)
- Exhibit 6D: County's Project Insurance Requirements
- Exhibit 6E: Non-Collusion Affidavit





Exhibit 6A – Design Builder’s Insurance Requirements

1. MINIMUM INSURANCE LIMITS

Workers' Compensation Employers' Liability	Statutory Limits \$1,000,000 each accident
Commercial General Liability (Occurrence Form Only)	\$1,000,000 each occurrence \$2,000,000 products/completed operations \$14,000,000 general aggregate/excess
Automobile Liability	\$2,000,000 per accident/aggregate
Design Builder's Tools & Equipment	Fair market value
Contractor's Pollution Liability	\$2,000,000 per occurrence \$2,000,000 aggregate
Professional Liability	\$5,000,000 per claim \$5,000,000 aggregate
Valuable Papers	\$100,000

2. GENERAL PROVISIONS

2.1 Term of Insurance Policies. All liability insurance must be in force prior to any Work under this Agreement and must be maintained in force for 10 years following Final Completion, except for professional liability which must be maintained for at least 5 years after Substantial Completion. Workers compensation insurance must be in force from the inception of this Agreement through Final Completion.

2.2 Qualifications and Rating. All insurance must be placed with insurers that are admitted or licensed to issue insurance in the State of California. All insurers must maintain an A.M. Best rating of at least A- or better and a financial classification of VII or better.

2.3 Retroactive Date and Extended Reporting Period. If any required insurance is issued or renewed on a claims-made form, the retroactive date for coverage will be no later than the commencement of Design Services and must state that, in the event of cancellation or non-renewal, the discovery period for insurance claims will be at least 3 years after cancellation or non-renewal.

2.4 Standard Forms. To the extent applicable, the amounts and types of insurance will conform to the minimum terms, conditions, and coverages of the Insurance Service Office (ISO) policies, forms, and endorsements in effect when this Agreement is executed.

Exhibit 6A – Design Builder’s Insurance Requirements

2.5 Insurance Certificates and Copies of Policies. Prior to commencing any Work under this Agreement, the Design Builder will provide the Construction Manager, USDA, and Project Manager with insurance certificates and endorsements reflecting the insurance required by this Agreement and specifically naming the additional insureds set forth in Section 2.5.1. Upon written request, Design Builder will provide County with complete and certified copies of the insurance policies required by this Agreement. Receipt of insurance certificates and endorsements is a condition precedent to commencement of the Work. However, receipt of insurance certificates, endorsements, or copies of policies without objection by the County or its Construction Manager does not constitute acceptance or approval of insurance or relieve the Design Builder from its obligations to provide the required insurance under this Exhibit 6A.

2.5.1 El Dorado County, and its respective elected and appointed officials, officers, boards, employees, Construction Manager, Project Manager, and Lender must be named as additional insureds on all required commercial general liability, pollution liability, and automobile liability policies for Work performed under or incident to this Agreement. If the additional insured has other insurance applicable to the loss, it will be on an excess or contingent basis.

2.5.2 Subcontractors will be required to carry similar types of insurance coverage as Design Builder (except for professional liability) with appropriate minimum limits based on their respective portions of the Work. Consultants must also carry similar types of insurance coverage as Design Builder with appropriate minimum limits based on their portion of the Work and subject to limits for errors and omissions per Section 3.4 below. Consultants and Subcontractors will deliver certificates of insurance and required endorsements to the Design Builder with a copy to the Construction Manager before commencing any portion of Work in connection with this Project. Design Builder, through written Consultant agreements and subcontracts, will pass-through: (i) additional insured provisions set forth in Section 2.5.1 and include Design Builder as an additional insured on all policies except for errors and omissions policies and workers compensation insurance; and (ii) the waiver of subrogation provisions set forth in Section 2.8. The Design Builder will ensure that the certificates of insurance and endorsements indicate that Consultants and Subcontractors are in compliance with the insurance limits indicated in their respective agreements.

2.6 No Reduction, Modification or Cancellation of Coverage. No insurance required by this Agreement or any subcontract or consulting agreement may be reduced in coverage, modified or cancelled (except cancellation for non-payment of premium) without 30 days written notice to County Representative, USDA, and Construction Manager. All policy renewals during the Term of Insurance Policies must be equal, or better, in terms and limits. The words “endeavor to” and “but failure to mail such notice will impose no obligation or liability of any kind upon the company, its agents or representatives or any similar limitations on insurer’s notification obligations” will be deleted from the certificate of insurance form’s cancellation provision.

2.7 Primary Insurance. All liability policies required by this Agreement are primary and non-contributory to any similar insurance maintained by County for its own benefit.

2.8 Waivers of Subrogation. The Design Builder and its Consultants and Subcontractors waive all rights against County, as well as any additional insureds identified under Section 2.5.1 for loss or damage to the extent reimbursed by any property or equipment insurance applicable to the Work, except such rights as Design Builder or County may have to the proceeds of the insurance or to the extent prohibited by an applicable professional liability



Exhibit 6A – Design Builder’s Insurance Requirements

policy. A waiver of subrogation is effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. This waiver does not apply to faulty workmanship in the design or construction of the Project. If any applicable policies of insurance require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of those policies will cause them to either provide a "blanket waiver" endorsement or a subrogation endorsement that includes the name of the Project and the location of the Project site.

2.9 Deductibles and Self-Insured Retentions. All deductibles and self-insured retentions over \$100,000 are subject to County approval before execution of the Agreement, and unless approved in writing, are the sole responsibility of the first named insured and not a Cost of the Work.

3. SPECIFIC PROVISIONS APPLICABLE TO ALL REQUIRED INSURANCE POLICIES.

3.1 Workers Compensation. Coverage will include insurance as required by California state law and employer's liability coverage per Article 1.

3.2 Commercial General Liability (CGL). Project specific, primary CGL coverage must be issued on policies at least as broad as ISO form CG 12 04 with combined single limits and excess coverage in the amounts listed in Article 1. Limits may be met by a combination of primary limits and excess coverage. The insurance must cover all operations of the Design Builder and its Consultants, Subcontractors, suppliers, and equipment vendors and must include, but is not limited to: (i) premises, operations and mobile equipment liability; (ii) completed operations and products liability; (iii) contractual liability for liability assumed under this Agreement; (iv) broad form property damage liability; (v) medical and personal injury liability including coverage for sickness and death; (vi) explosion, collapse, and underground hazards; (vii) personal and advertising injury; (viii) severability of interests; (ix) pollution; (x) Contractor's professional liability; and (xi) cross-liability.

3.3 Excess Policies. Umbrella/excess policies must be following form or written on policies with coverage at least as broad as each and every one of the underlying policies, including completed operations and contractual liability, with limits as stated in Article 1.

3.4 Professional Liability. Design Builder will cause its Consultants and any Design-Build Subcontractor to carry professional liability coverage for damages caused by negligent acts, errors or omissions arising out of the performance of Design Services for which Design Builder is legally liable. The Architect of Record must have a minimum of \$5,000,000 in errors and omission coverage per claim and in aggregate, and all other Consultants included on the Design Build Team (including Design-Build Subcontractors) must each have a minimum of \$1,000,000 in errors and omissions per claim and \$3,000,000 in aggregate. Design Builder must also maintain professional liability coverage in the amount set forth in Article 1 for coverage for Design Builder's preconstruction services and any design-assist. Professional Liability coverage for Design Services must have a retroactive date preceding any Design Services performed by Design Builder or its Consultants and/or Design-Build Subcontractors. Coverage for Design Services must include, but is not limited to the following coverage: design errors and omissions, and coverage for BIM management.



Exhibit 6A – Design Builder’s Insurance Requirements

3.5 Contractor's Pollution Liability Coverage. Design Builder will provide contractor's pollution liability coverage that includes third party liability with limits as set forth in Article 1. Design Builder will cause its Consultants and Subcontractors to carry pollution liability coverage with appropriate limits based on their respective portions of the Work. With respect to Construction Work, if pollution coverage is claims-made, the retroactive date will be prior to the commencement of the Construction Work performed under the Agreement and maintained for 10 years after Final Completion. Regardless of whether during design or construction, unless otherwise approved by the County, the policy will provide the following: (a) inclusion of contractual liability coverage; (b) inclusion of hazardous transporters pollution liability coverage; (c) no limitation or exclusion for claims by one insured party against another insured; (d) severability of interests; (e) natural resource damages coverage; and (f) mold coverage.

3.6 Automobile Liability. Commercial Automobile Liability Insurance must be issued on policies at least as broad as ISO Form CA 00 01, CA 00 05, CA 00 12 or CA 00 20 and must cover accidents occurring on-site and off-site with each accident and excess limits as stated in Article 1. This insurance must apply to all owned, leased, non-owned or hired vehicles to be used by the insured in performance of its obligations under this Agreement. The insurance must include uninsured and underinsured coverage and any statutorily required “No Fault” benefits.

3.7 Valuable Papers. Design Builder and its Consultants who are design professionals must have insurance with limits per Article 1 covering loss, destruction, damage, injury or corruption of valuable papers, records, digital media, Drawings, Specifications, CAD drawings, Building Information Models, reports, maps, books, blueprints, and other printed and electronic documents and data.

3.8 Tools and Equipment. With respect to Design Builder’s operations, it will purchase, maintain and pay for all-risk contractor’s equipment floater on all machinery, tools, equipment and other similar property in an amount at least equal to their fair market value and any deductible will be paid by the Design Builder. This insurance coverage will be the sole and complete means of recovery for any loss on machinery, tools, equipment, and other similar property.

3.9 Occurrence Basis. All commercial general liability, commercial automobile liability and any umbrella/excess policies must be written on an occurrence basis.

4. MISCELLANEOUS

4.1 Evidence Prior to Final Payment. Prior to receipt of final payment under the Contract Documents, the Design Builder and its Consultants and Subcontractors must provide evidence that their respective insurance coverages are effective, as required by this Exhibit 6A.

4.2 Additional County Remedy. If the Design Builder does not comply with the requirements of this Exhibit, the County may provide insurance coverage to protect the County and additional insureds and back-charge Design Builder for the cost of that insurance.

4.3 Insurance Does Not Limit Liability. Insurance coverage maintained by the Design Builder and its Consultants and Subcontractors does not limit the extent of liability or indemnity of the Design Builder or its Consultants or Subcontractors under the Contract Documents or Applicable Law.



Exhibit 6A – Design Builder’s Insurance Requirements

4.4 Modifications Only in Writing. The coverage and limits of insurance required by this Exhibit may not be altered, modified, or changed except as expressly agreed to in writing. No course of dealing or acceptance of certificates or policies will constitute a waiver of any of these insurance requirements.





Exhibit 6B – Bid Bond

ATTACHMENT 3A

BID BOND

KNOW ALL BY THESE PRESENTS:

Clark & Sullivan Construction and Broward Builders Inc a Joint Venture as Principal and the undersigned as Surety are held and firmly bound unto the El Dorado County as obligee, in the penal sum of \$10% of the Total dollars, which is 10% of the total bid price of the Principal.
Amount of the Bid

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying proposal dated ~~August 15, 2017~~ September 18, 2017 for the El Dorado Public Safety Facility.

If the Principal does not withdraw its proposal within the time specified in the Request for Proposal; and if the Principal is awarded the contract and provides all documents to the County as required by the Contract Documents; then this obligation will be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents will affect its obligation under this bond, and Surety waives notice of any changes.

In the event a lawsuit is brought upon this bond by the County and judgment is recovered, the Surety will pay all litigation expenses incurred by the County in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 7th day of September, 2017, the name and corporate seal of each corporation.

*Fidelity & Deposit Company of Maryland and Travelers Casualty & Surety Company of America

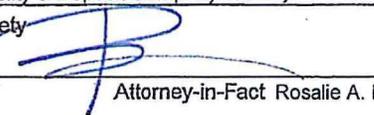
(Corporate Seal)

Clark & Sullivan Construction and
Broward Builders Inc a Joint Venture
Principal

By 
Title Vice President

Fidelity & Deposit Company of Maryland and**

(Corporate Seal)

Surety
By 

Attorney-in-Fact Rosalie A. Miszkial

(Attach Attorney-in-Fact Certificate)

Title Attorney-in-Fact

**Travelers Casualty & Surety Company of America



Exhibit 6B – Bid Bond

California All Purpose Acknowledgment

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

State of California

County of Sacramento

On September 7, 2017, before me, Lynn Patton, Notary Public

personally appeared Rosalie A. Miszkiel

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

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

WITNESS my hand and official seal.

[Signature of Lynn Patton]
Notary Public



OPTIONAL

(The information below is not required by law)

Description of Attached Document

Title/type of Document

Date of Document No. of Pages

Other Signer(s)

Exhibit 6B – Bid Bond

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California _____)
 County of Placer _____)
 On 9/15/17 before me, Teri Flores, Notary Public _____
Date Here Insert Name and Title of the Officer
 personally appeared Ted Ford _____
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Teri Flores* _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
 Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____	Signer's Name: _____
<input type="checkbox"/> Corporate Officer – Title(s): _____	<input type="checkbox"/> Corporate Officer – Title(s): _____
<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General	<input type="checkbox"/> Partner – <input type="checkbox"/> Limited <input type="checkbox"/> General
<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact	<input type="checkbox"/> Individual <input type="checkbox"/> Attorney in Fact
<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator	<input type="checkbox"/> Trustee <input type="checkbox"/> Guardian or Conservator
<input type="checkbox"/> Other: _____	<input type="checkbox"/> Other: _____
Signer Is Representing: _____	Signer Is Representing: _____

Exhibit 6B – Bid Bond

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227014

Certificate No. 006971646

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David Weise, Nicki Moon, Thomas R. Hucik, Rosalie A. Miszkicel, Tina S. Salas, and Lynn E. Patton

of the City of Rancho Cordova, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 9th day of September, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 9th day of September, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I herunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

58440-5-16 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



Exhibit 6B – Bid Bond

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David WEISE, Thomas R. HUCIK, Rosalie A. MISZKIEL, Nicki MOON, Tina SALAS and Lynn Ellen PATTON, all of Rancho Cordova, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 27th day of March, A.D. 2017.

ATTEST:

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND**



By: *Dawn E. Brown*
Assistant Secretary
Dawn E. Brown

Michael Bond
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 27th day of March, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and say, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

POA-F 016-3032G



Exhibit 6B – Bid Bond

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 7th day of September, 20 17.



Gerald F. Haley

Gerald F. Haley, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056





Exhibit 6C – Payment and Performance Bond

PAYMENT BOND

Travelers Casualty & Surety
Company of America
Bond No. 106788561

(Section 3247, Civil Code)

Fidelity & Deposit Company of
Maryland and Zurich American
Insurance Company
Bond No. 9268821

WHEREAS, the County of El Dorado, a political subdivision of the State of California, hereafter referred to as "Obligee", has awarded to Contractor:

Clark & Sullivan Construction and Broward Builders Inc., A Joint Venture

hereafter referred to as "Principal", a contract for the work described as follows:

**COUNTY OF EL DORADO
PUBLIC SAFETY FACILITY
DESIGN BUILD AGREEMENT
AGREEMENT #284-C1899**

AND, WHEREAS, said Principal is required to furnish a bond in connection with said contract, guaranteeing the faithful performance thereof:

NOW, THEREFORE, we the undersigned Principal and Surety are held and firmly bound unto the Obligee, in the sum of Forty-Eight Million, Nine Hundred Seventy Thousand, Three Hundred Sixty-Eight and 00/100 ----- Dollars, (\$ 48,970,368.00) to be paid to the Obligee, for which payment we bind ourselves, jointly and severally.

THE CONDITION OF THIS OBLIGATION IS SUCH,

That if said Principal or its subcontractors shall fail to pay any of the persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by such claimant, or any amounts required to be deducted, withheld, and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code, with respect to such work and labor, that the Surety herein will pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the Surety will pay a reasonable attorney's fee to be fixed by the court.

This bond shall inure to the benefit of any of the persons named in Civil Code Section 3181 as to give a right of action to such persons or their assigns in any suit brought upon this bond.

Dated: November 14, 2017

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

Travelers Casualty & Surety Co. of America
11070 White Rock Road, Suite 130
Rancho Cordova, CA 95670
Fidelity & Deposit Co. of Maryland and
Zurich American Insurance Co.
1299 Zurich Way
Schaumburg, IL 60196

Clark & Sullivan Construction and
Broward Builders, Inc., A Joint Venture



PRINCIPAL

Travelers Casualty & Surety Company of America,*
SURETY



Thomas R. Hucik ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the Principal and for the Surety must be properly acknowledged, and a Power of Attorney attached for the Surety.

NOTARY ACKNOWLEDGMENTS ATTACHED

*and Fidelity & Deposit Company of Maryland and Zurich American Insurance Company



Exhibit 6C – Payment and Performance Bond

PRINCIPAL

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

ACKNOWLEDGMENT

State of California

County of Placer

On November 14, 2017 before me, Alicia A. Mosher, Notary Public
(here insert name and title of the officer)

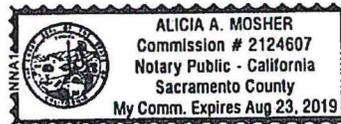
personally appeared Ted Ford

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

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

WITNESS my hand and official seal.

Signature Alicia Mosher



(Seal)



Exhibit 6C – Payment and Performance Bond

SURETY

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

ACKNOWLEDGMENT

State of California

County of Sacramento

On November 14, 2017 before me, Rosalie A. Miszkiel, Notary Public
(here insert name and title of the officer)

personally appeared

Thomas R. Hucik

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

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

WITNESS my hand and official seal.

Signature 



(Seal)



Exhibit 6C – Payment and Performance Bond

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227014

Certificate No. 006971668

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David Weise, Nicki Moon, Thomas R. Hucik, Rosalie A. Miszkiele, Tina S. Salas, and Lynn E. Patton

of the City of Rancho Cordova State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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.

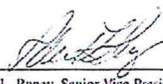
IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 9th day of September, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



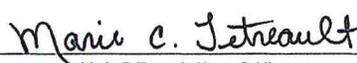
State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 9th day of September, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.




Marie C. Tetreault, Notary Public

58440-5-16 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



Exhibit 6C – Payment and Performance Bond

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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

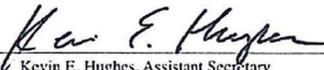
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of November, 2017.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



Exhibit 6C – Payment and Performance Bond

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by MICHAEL BOND, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint David WEISE, Thomas R. HUCIK, Rosalie A. MISZKIEL, Nicki MOON, Tina SALAS and Lynn Ellen PATTON, all of Rancho Cordova, California, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 27th day of March, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Dawn E. Brown*
Assistant Secretary
Dawn E. Brown

Michael Bond
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 27th day of March, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

POA-F 016-3032G



Exhibit 6C – Payment and Performance Bond

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of November, 2017.



Gerald F. Haley

Gerald F. Haley, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056



Exhibit 6C – Payment and Performance Bond

Travelers Casualty & Surety
Company of America
Bond No. 106788561

PERFORMANCE BOND

Fidelity & Deposit Company of
Maryland & Zurich American Insurance Co.
Bond No. 9268821
Premium: \$251,329.00

KNOW ALL MEN BY THESE PRESENTS, that we Clark & Sullivan Construction and Broward Builders Inc., A Joint Venture the Contractor in the Contract hereto annexed, as Principal, and Travelers Casualty & Surety Company of America, and Fidelity & Deposit Company of Maryland and Zurich American Insurance Company as Surety, are held firmly bound unto the County of El Dorado, a political subdivision of the State of California, hereinafter called the "Obligee" in the sum of **FORTY-EIGHT MILLION, NINE HUNDRED SEVENTY THOUSAND, THREE HUNDRED SIXTY-EIGHT DOLLARS,**

(\$48,970,368.00) lawful money of the United States, for which payment, well and truly to be made, we bind ourselves, jointly and severally, firmly by these presents.

Signed, sealed and dated: November 14, 2017

The condition of the above obligation is such that if said Principal as Contractor in the Contract hereto annexed shall faithfully perform each and all of the conditions of said Contract to be performed by him, and shall furnish all tools, equipment, apparatus, facilities, transportation, labor and material, other than material, if any, agreed to be furnished by the Obligee, necessary to perform and complete, and to perform and complete in a good and workmanlike manner, the work of AGREEMENT #284-C1899 for the COUNTY OF EL DORADO PUBLIC SAFETY FACILITY DESIGN BUILD AGREEMENT in strict conformity with the terms and conditions set forth in the Contract hereto annexed, then this obligation shall be null and void; otherwise this bond shall remain in full force and effect and the said Surety will complete the Contract work under its own supervision, by Contract or otherwise, and pay all costs thereof for the balance due under terms of the Contract, and the said 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 shall in any wise 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.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

This guarantee shall insure the Obligee during the work required by any Contract and for a period of one (1) year from the date of acceptance of the work against faulty or improper materials or workmanship that may be discovered during that time.

No right of action shall accrue under this bond to or for the use of any person other than the Obligee named herein.

Dated: November 14, 2017

Correspondence or Claims relating to this bond should be sent to the Surety at the following address:

Travelers Casualty & Surety Co. of America
11070 White Rock Road, Suite 130
Rancho Cordova, CA 95670

Fidelity & Deposit Co. of Maryland and Zurich American Insurance Co.
1299 Zurich Way
Schaumburg, IL 60196

Clark & Sullivan Construction and Broward Builders, Inc., A Joint Venture

PRINCIPAL

Travelers Casualty & Surety Company of America,*

SURETY

Thomas R. Hucik

ATTORNEY-IN-FACT

NOTE: Signatures of those executing for the Principal and the Surety must be properly acknowledged, and a Power of Attorney attached for the Surety.

NOTARY ACKNOWLEDGMENTS ATTACHED

*and Fidelity & Deposit Company of Maryland and Zurich American Insurance Company



Exhibit 6C: Payment and Performance Bond

PRINCIPAL

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

ACKNOWLEDGMENT

State of California

County of PLACER

On November 14, 2017 before me, Alicia A. Mosher, Notary Public
(here insert name and title of the officer)

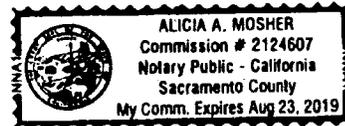
personally appeared Ted FODY

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

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

WITNESS my hand and official seal.

Signature Alicia Mosher



(Seal)



Exhibit 6C: Payment and Performance Bond

SURETY

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

ACKNOWLEDGMENT

State of California

County of Sacramento

On November 14, 2017 before me, Rosalie A. Miszkziel, Notary Public,
(here insert name and title of the officer)

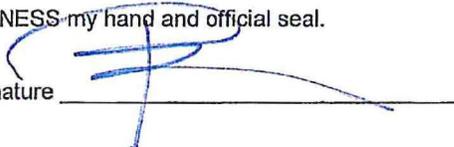
personally appeared

Thomas R. Hucik

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

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

WITNESS my hand and official seal.

Signature 



(Seal)



Exhibit 6C: Payment and Performance Bond

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 227014

Certificate No. 006971667

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David Weise, Nicki Moon, Thomas R. Hucik, Rosalie A. Miszkiel, Tina S. Salas, and Lynn E. Patton

of the City of Rancho Cordova, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 9th day of September, 2016.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



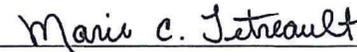
State of Connecticut
City of Hartford ss.

By: 
Robert L. Raney, Senior Vice President

On this the 9th day of September, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.




Marie C. Tetreault, Notary Public

58440-5-16 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



Exhibit 6C: Payment and Performance Bond

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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

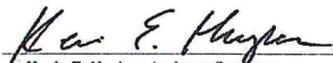
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing 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 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 Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of November, 20 17.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Exhibit 6C: Payment and Performance Bond

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by **MICHAEL BOND, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **David WEISE, Thomas R. HUCIK, Rosalie A. MISZKIEL, Nicki MOON, Tina SALAS and Lynn Ellen PATTON, all of Rancho Cordova, California, EACH** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 27th day of March, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Dawn E. Brown*
Assistant Secretary
Dawn E. Brown

Michael Bond
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 27th day of March, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant Secretary**, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn



Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019

POA-F 016-3032G



Exhibit 6C: Payment and Performance Bond

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14 day of November, 2017.



Gerald F. Haley

Gerald F. Haley, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056



Exhibit 6C: Payment and Performance Bond

DUAL OBLIGEE RIDER

(To be executed concurrently with the attached bond at time of issuance)

THIS DUAL OBLIGEE RIDER IS TO BE ATTACHED AND BECOME PART OF BOND

No. 106788561 & 9268821, dated November 14, 2017, issued by Travelers Casualty & Surety Company of America, and Fidelity & Deposit Company of Maryland and Zurich American Insurance Company of the State of Connecticut, Maryland, & New York, a corporation organized under the laws of the State of Connecticut, Maryland, & New York, as SURETY on behalf of Clark & Sullivan Construction and Broward Builders Inc., A Joint Venture, as PRINCIPAL, and in favor of U.S. Department of Agriculture Rural Development, as co-obligee.

The Surety shall not be liable under this bond to the Obligees, or either of them, unless the said Obligees, or either of them, shall make payments to the Principal or to the Surety, should it arrange for or undertake the completion of the contract upon default of the principal, strictly in accordance with the terms of said contract; and shall otherwise satisfy all terms and conditions and perform all other obligations set forth in said contract at the time and in the manner provided therein.

In no event shall the aggregate liability of the Surety to either or both Obligees exceed the penal sum of this performance and Payment Bonds, nor shall the Surety be liable except for a single payment for each single breach or default. At the Surety's election, any payment due to either obligee may be made by its check issued jointly to both.

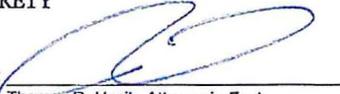
IT IS FURTHER UNDERSTOOD AND AGREED that nothing herein contained shall be held to change, alter or vary the terms of the above described bond(s) except as hereinbefore set forth.

Clark & Sullivan Construction and
Broward Builders Inc., A Joint Venture
PRINCIPAL:

By: 

Date: 11-14-17

Travelers Casualty & Surety Company of America, and
Fidelity & Deposit Company of Maryland and
Zurich American Insurance Company
SURETY

By: 

Thomas R. Hucik, Attorney-in-Fact

Date: November 14, 2017

DUAL OBLIGEE RIDER IS PART OF BOND.

NOTARY ACKNOWLEDGMENTS ATTACHED



Exhibit 6C: Payment and Performance Bond

PRINCIPAL

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

ACKNOWLEDGMENT

State of California

County of Placer

On November 14, 2017 before me, Alicia A. Mosher, Notary Public,
(here insert name and title of the officer)

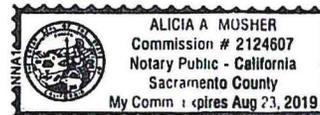
personally appeared Ted Ford

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

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

WITNESS my hand and official seal.

Signature Alicia Mosher



(Seal)



Exhibit 6C: Payment and Performance Bond

SURETY

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

ACKNOWLEDGMENT

State of California

County of Sacramento

On November 14, 2017 before me, Rosalie A. Miszkief, Notary Public
(here insert name and title of the officer)

personally appeared Thomas R. Hucik

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

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

WITNESS my hand and official seal.

Signature _____



(Seal)



Exhibit 6C: Payment and Performance Bond

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



POWER OF ATTORNEY

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 227014

Certificate No. 006971675

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David Weise, Nicki Moon, Thomas R. Hucik, Rosalie A. Miszkiel, Tina S. Salas, and Lynn E. Patton

of the City of Rancho Cordova, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, 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 9th day of September, 2016.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

By: *Robert L. Raney*
 Robert L. Raney, Senior Vice President

On this the 9th day of September, 2016, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
 Marie C. Tetreault, Notary Public

58440-5-16 Printed in U.S.A.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

Exhibit 6C: Payment and Performance Bond

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty 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

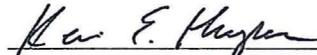
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing 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 undertaking to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 14th day of November, 2017.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

WARNING: THIS POWER OF ATTORNEY IS INVALID WITHOUT THE RED BORDER



Exhibit 6C: Payment and Performance Bond

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Maryland, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Maryland (herein collectively called the "Companies"), by MICHAEL BOND, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint David WEISE, Thomas R. HUCIK, Rosalie A. MISZKIEL, Nicki MOON, Tina SALAS and Lynn Ellen PATTON, all of Rancho Cordova, California, EACH its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 27th day of March, A.D. 2017.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND



By: *Dawn E. Brown*
Assistant Secretary
Dawn E. Brown

Michael Bond
Vice President
Michael Bond

State of Maryland
County of Baltimore

On this 27th day of March, A.D. 2017, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, MICHAEL BOND, Vice President, and DAWN E. BROWN, Assistant Secretary, of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposed and said, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn
Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2019



POA-F 016-3032G

Exhibit 6C: Payment and Performance Bond

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify or revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 14th day of November, 2017.



Gerald F. Haley, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT ALL REQUIRED INFORMATION TO:

Zurich American Insurance Co.
Attn: Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056





Exhibit 6D - County's Insurance Requirements

1. BUILDER'S RISK

1.1 Builder's Risk. The County will obtain and maintain in force during the term of this Agreement a builder's risk insurance policy separate from Design Builder's other insurance, which will insure against physical loss and/or damage on an "all risks" replacement cost basis to all buildings, structures, materials and real property on site, which are intended to be, or have already been incorporated into and forming part of the Project. County waives all Claims against Design Builder and its Subcontractors performing Construction Work on the Project for damages or losses to the extent that such losses are covered by the County's builder's risk policy and not otherwise covered by the insurance requirements as specified in this Agreement for the Design Builder. The builder's risk policy must be purchased and maintained by a company or companies lawfully authorized to do business in the State of California and written on a replacement cost basis. This property insurance will be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of the insurance, from commencement of the Construction Work until the later of either Final Completion, or when no entity other than the County has an insurable interest in the covered property. This insurance will include the interests of the County and its Separate Contractors, Design Builder and its Subcontractors performing Construction Work on the Project as specified in Sub Section 1.3, below.

1.2 Loss of Use Insurance. County, at County's option, may purchase and maintain the insurance that will insure County against loss of use of County's property due to fire or other hazards, however caused. The existence of insurance benefiting County will not affect Design Builder's or its Subcontractors' or Consultants' obligations to perform the Work in accordance with the Contract Documents.

1.3 Loss Adjustment. The County has the sole right and power to adjust and settle a loss with its insurers, subject to the dispute resolution procedures set forth Article 15 of the Agreement, and any settlement payments will be made payable to the County as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgagee clause or clauses with respect to the County's property damage. The policy will also provide for the recovery by the Design Builder of reasonable costs incurred to repair and/or replace damaged property. Upon the occurrence of an insured loss or claim of loss, monies received will be held by County who will make distribution in accordance with an agreement to be reached in such event between County and Design Builder. The Design Builder will pay Subcontractors their just shares of insurance proceeds received by the Design Builder and will require Subcontractors to make payments to their tier-subcontractors in similar manner. The County will pay all deductibles in connection with the loss or claim against the builder's risk insurance.

1.4 Partial Occupancy. Partial occupancy or use of the Project in accordance with the Agreement will not start until the property insurer(s) have consented to the partial occupancy or use. The County and Design Builder will take reasonable steps to obtain consent of the



Exhibit 6D - County's Insurance Requirements

property insurer(s) and will take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance.

1.5 Waiver of Subrogation. County, Design Builder and its Subcontractors will waive all rights against each other as well as any additional insured for loss or damage caused by a covered peril under the builder's risk policy or any property insurance applicable to the Construction Work, except such rights as County, Design Builder or its Subcontractors may have to the proceeds of the insurance. County will require any Separate Contractors similar waivers each in favor of other parties enumerated herein. A waiver of subrogation is effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged. If any applicable policies of insurance require an endorsement or consent of the insurance company to provide for continued coverage where there is a waiver of subrogation, the owners of those policies will cause them to either provide a "blanket waiver" endorsement or a subrogation endorsement that includes the name of the Project and the location of the Project site.

Other Coverages

1.6 Property Insurance. The County will maintain property insurance during the course of the Project. The United States Department of Agriculture Rural Development will be named as the lender on this policy (Lender's Loss Payable Endorsement (438 BFU or equivalent)).

1.7 Pollution Insurance. The County will maintain premises pollution liability coverage.





Exhibit 6E - Non-Collusion Affidavit

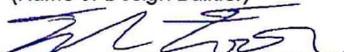
ATTACHMENT 6E NON-COLLUSION AFFIDAVIT

State of California)
) ss.
County of El Dorado)

[**Ted Foor**], being first duly sworn, deposes and says that he or she is [**President**] of [**Clark Sullivan/Broward Builders Joint Venture**], the party making the El Dorado Public Safety Facility proposal, that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the Design Builder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any bidder or anyone else to put in a sham bid, or that anyone will refrain from bidding; that the Design Builder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Contract Price of the Design Builder or the bid price of any other bidder, or to fix any overhead, profit or cost element of the Contract Price, or of that of any other bidder, or to secure any advantage against the County or anyone interested in the proposed contract; that all statements contained in the proposal are true; and further, that Design Builder has not, directly or indirectly, submitted its Contract Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Executed September 18, 2017 under penalty of perjury under the laws of the State of California.

Clark Sullivan/Broward Builders Joint Venture
(Name of Design Builder)



(Signature of Principal)





Exhibit 7A – Site Description

The County intends to design and construct a new, modern Public Safety Facility ("Project") situated on a combined 30.72 acres accessible on Industrial Drive in Diamond Springs, California, which is approximately 2 miles south of Highway 50 off the Missouri Flat Road exit.

The project site is located approximately 5.5 miles northeast of Shingle Springs, and approximately 4.6 miles southwest of Smithflat, within the Diamond Springs area of unincorporated El Dorado County (see Figure 1 - Regional Project Location). Access to the project site is provided from Industrial Drive via Missouri Flat Road (see Figure 2 - Project Vicinity Map). The site is identified as Assessor's Parcel Numbers 329-240-55 (proposed Public Safety Facility) and 329-391-10 (proposed secondary secured site access).

30.72 acres

APN 329-240-55 - 30.36 acres: 200 Industrial Drive

APN 329-391-10 - 0.36 acres: 6625 Merchandise Way

Figure 1 - Regional Project Location

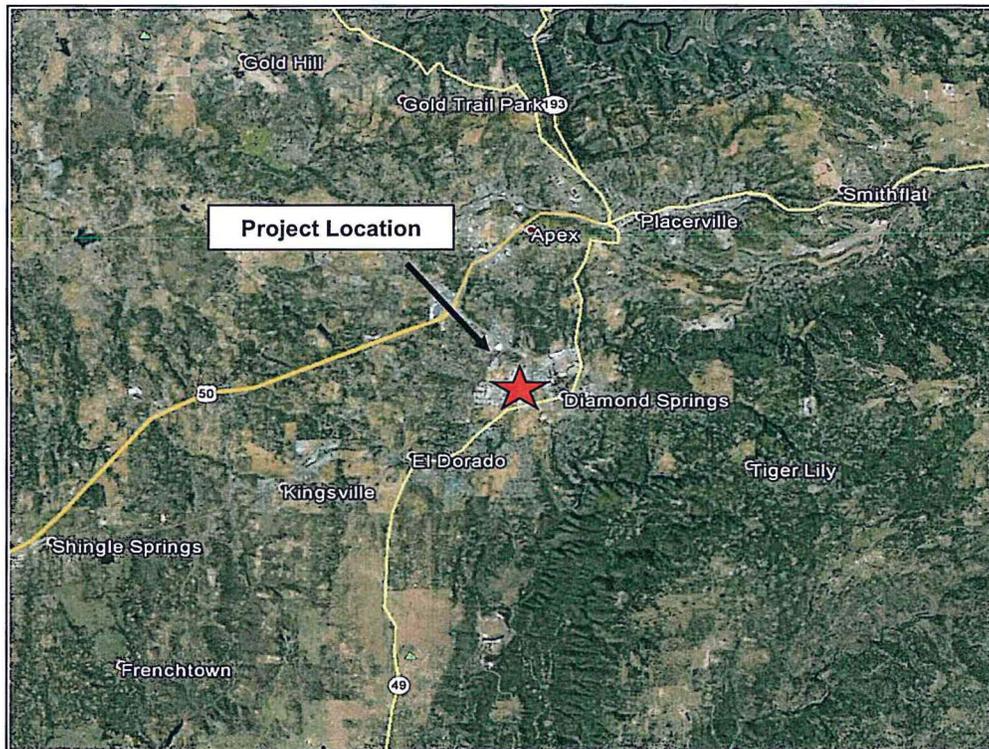




Exhibit 7B: Separate Consultants and Separate Contractors

Name of Entity	Discipline or Type of Service
Hanson Bridgett LLP	Legal Consultant
Architectural Nexus	Architect
Vanir Construction Management, Inc.	Construction Administration
Bob Christenson	Construction Administration
Youngdahl Consulting Group, Inc.	Geotechnical investigation and environmental assessment
Raney Planning and Management	
LeBeck-Young Engineering	Civil Engineering



Exhibit 7C: Conflict of Interest Policy & Questionnaire



COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject: DESIGN-BUILD CONTRACTS – CONFLICT OF INTEREST	Policy Number: C-19	Page Number: 1 of 9
	Date Adopted: 06/09/15	Effective Date: 06/09/15

I. PURPOSE

The purpose of this policy is to establish guidelines, as required under California Public Contract Code section 22162 for a standard organizational conflict-of-interest policy, consistent with applicable law, regarding the ability of a person or entity to submit a proposal as a design-build entity or to join a design-build team ("Proposer") for a design-build project procured pursuant to California Public Contract Code section 22160 et seq.

II. POLICY

- A. A consultant will NOT be allowed to participate as a Proposer or to join a design-build team in response to a design-build Request for Proposals (RFP) if any of the following circumstances is applicable:
1. The consultant is the County's general engineering, architectural or design consultant (hereinafter collectively referred to as "general design consultant") to the particular design-build project. Subconsultants to the general design consultant that have not yet performed work on the contract to provide services for the particular design-build project may participate as a Proposer or join a design-build team.
 2. The consultant has assisted or is assisting the County in the management or procurement of the particular design-build project, including drafting or preparation of the RFP language or evaluation criteria.
 3. The consultant has conducted preliminary design services for the particular design-build project such as engineering analysis, environmental analysis, feasibility studies, preliminary designs, conceptual layouts, preparation of bridging documents, etc.
 4. The consultant performed design work related to the particular design-build project for other stakeholders.
 5. The consultant has performed work on a previous contract that specifically excludes them from participating as a Proposer or joining a design-build team for the particular design-build project.
 6. The consultant is under contract with any other entity or stakeholder to perform oversight on the particular design-build project after letting.
 7. The consultant has obtained any advice from, or discussed any aspect relating to, the project or procurement of the project with any person or entity with an organizational conflict of interest, including but not limited to, the consultants of any entity who have provided technical support on the particular design-build project.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: DESIGN-BUILD CONTRACTS – CONFLICT OF INTEREST	Policy Number: C-19	Page Number: 2 of 9
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- B.** Consultants who may have potential conflicts of interest in relation to the design-build program or project and wish to participate as a Proposer or join a design-build team must:
1. Conform to federal and state conflict of interest rules and regulations.
 2. Disclose all relevant facts relating to past, present or planned interest(s) of the Proposer's team (including the Proposer, Proposer's proposed consultants, and subconsultants and or subcontractors and their respective chief executives, directors and key personnel) which may result in, or could be viewed as, an organizational conflict of interest in connection with any design-build procurement including present or planned contractual or employment relationships with any current County employee.
 3. Disclose in the response documents to a design-build Request for Qualifications (RFQ) and RFP, all of the work performed in relation to the design-build program and project.
 4. Provide ALL records of such work performed for the County so that all information can be evaluated and made available to all potential design-build teams, if necessary.
 5. Ensure that the consultant's contract with any other entity, or stakeholder in the design-build project, to perform services related to the design build project or program has expired or has been terminated.
 6. In cases where consultants on different consultant teams belong to the same parent company, each consultant shall describe how the subconsultants and or subcontractors would avoid conflicts through the qualification and bid phases of the design-build project.
- Upon review of the information provided above, the County will determine, in its sole discretion, if the consultant has obtained an unfair competitive advantage.
- C.** The successful Proposer for a design-build RFP or firms affiliated with this Proposer are prohibited from competing on any agreement to provide construction inspection services for the design-build project. An affiliated firm is one, which is subject to the control of the same persons, through joint ownership or otherwise. Except for subconsultants whose services are limited to providing surveying or material testing information, no subconsultants who provided design services in connection with the design-build project shall be eligible to compete for any agreement to provide construction inspection services for the design-build project.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: DESIGN-BUILD CONTRACTS – CONFLICT OF INTEREST	Policy Number: C-19	Page Number: 3 of 9
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III. PROCEDURE

- A. A conflict of interest checklist will be provided to and is to be used by all Proposers to assist in screening for potential organizational conflicts of interest. Please note that this checklist serves as a guide only, and that there may be additional potential conflict situations not covered by this checklist. If a Proposer determines a potential conflict of interest exists that is not covered by this checklist, that potential conflict must still be disclosed.
- B. The Proposer shall complete the Disclosure of Potential Conflict of Interest form and submit it along with the Proposer's RFP response. A disclosure of a potential conflict will not necessarily disqualify a Proposer from being awarded a contract. The disclosure form shall be provided separate from the bound proposal, and it will not be provided to the RFQ/RFP selection committee members. Separate County contract management staff, in consultation with County Counsel, will review the disclosure and the appropriateness of the proposed mitigation measures to determine whether the conflict disqualifies the Proposer from award of the contract. The County reserves the right to cancel or amend the resulting contract if the successful Proposer failed to disclose a potential conflict, which it knew or should have known about, or if the Proposer provided false or misleading information on the Disclosure Form.
- C. Upon review of the information provided by Proposer, the County will determine, in its sole discretion, if the Proposer has a conflict of interest. The County recognizes that Proposers must maintain business relationships with other public and private sector entities in order to continue as a viable business. The County will take this into account as it evaluates the appropriateness of the proposed measures to mitigate potential conflicts. It is not the intent of the County to disqualify Proposers based merely on the existence of a business relationship with another entity, but rather only when such relationship causes a conflict and potentially impairs the Proposer's ability to provide objective advice to the County. The County will disqualify Proposers in cases where a potential conflict cannot be adequately mitigated.

V. RESPONSIBLE DEPARTMENT

Chief Administrative Office, Procurement & Contracts Division



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: DESIGN-BUILD CONTRACTS – CONFLICT OF INTEREST	Policy Number: C-19	Page Number: 4 of 9
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VI. DATES ISSUED AND REVISED; SUNSET DATES:

Issue Date:	06/09/15	Sunset Review Date:	06/08/19
Original Adoption Date:	06/09/15	Previous Revision Date:	N/A



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

Subject: DESIGN-BUILD CONTRACTS – CONFLICT OF INTEREST	Policy Number: C-19	Page Number: 5 of 9
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CONFLICT OF INTEREST CHECKLIST

As used herein, the word “Proposer” includes both the prime contractor/consultant and all proposed subcontractors/subconsultants.

An organizational conflict of interest *may* exist in any of the following cases:

- The Proposer, or its principals, own real property in a location where there may be a positive or adverse impact on the value of such property based on the recommendations, designs or other deliverable required by this contract.
- The Proposer is providing services to another governmental or private entity and the Proposer knows or has reason to believe, that the entity’s interest are, or may be, adverse to the County’s interest with respect to the specific project covered by this contract. **Comment:** the mere existence of a business relationship with another entity would not ordinarily need to be disclosed. Rather, this focuses on the nature of services commissioned by the other entity. For example, it would not be appropriate to propose on a County project if another entity has also retained the Proposer for the purposes of persuading the County to stop or alter the project plans.
- The Proposer is providing design services to a private entity, including but not limited to developers, whom the Proposer knows or has good reason to believe, own or are planning to purchase property affected by the project covered by this contract, when the value or potential uses of such property may be affected by the Proposer’s performance of work pursuant to this contract. “Property affected by the project” includes property that is in, adjacent to, or in reasonable proximity to the current or potential site for a project. The value or potential uses of the private entity’s property may be affected by the Proposer’s work pursuant to the contract when such work involves providing recommendations for property interest acquisition, access control and the design or location of frontage roads and interchanges. **Comment:** this provision does not presume Proposers know nor have a duty to



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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inquire as to all of the business objectives of their clients. Rather, it seeks the disclosure of information regarding cases where the Proposer has a reason to believe that its performance of work under this contract may materially affect the value or viability of a project it is performing for the other entity.

- The Proposer has a business arrangement with a County employee or immediate family member of such employee, including promised future employment of such person, or a subcontracting arrangement with such person, when such arrangement is contingent on the Proposer being awarded this contract. This item does not apply to pre-existing employment of current or former County employees, or their immediate family members. **Comment:** this provision is not intended to supersede any statutes or policies applicable to County employees accepting outside employment. This provision is intended to focus on identifying situations where promises of employment have been made contingent on the outcome of this particular procurement. It is intended to avoid a situation where a Proposer may have unfair access to "inside" information.
- The Proposer has, in previous work for the County, provided design services and such professional services that potentially provide the Proposer with an unfair advantage in preparing a proposal for this project. **Comment:** this provision will not, for example, necessarily disqualify a Proposer who provided surveying or material testing services for this project, however such work must be disclosed and all work products must be provided.
- The Proposer has, in previous work for the County, been given access to "data" relevant to this procurement or this project that is classified as "private" or "nonpublic" under the California Public Records Act (see GC 6250-6270), and such data potentially provides the Proposer with an unfair advantage in preparing a proposal for this project. **Comment:** this provision is intended to avoid a situation where a Proposer has been provided information that cannot be provided to other Proposers.



COUNTY OF EL DORADO, CALIFORNIA BOARD OF SUPERVISORS POLICY

Subject: DESIGN-BUILD CONTRACTS – CONFLICT OF INTEREST	Policy Number: C-19	Page Number: 7 of 9
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- o The Proposer has, in previous work for the County, managed or assisted in the management of the County’s design-build program, performing such work as: helping to create the ground rules for this solicitation, writing this solicitation, or preparing evaluation criteria or evaluation guides for this solicitation.
- o The Proposer, or any of its principals, because of any current or planned business arrangement, investment interest, or ownership interest in any other business, may be unable to provide objective advice to the County.

After contract award, the consultant has an ongoing obligation to monitor its conflicts or potential conflicts of interest. The County has a right to ongoing enforcement of this Policy. If an organizational conflict of interest is discovered after contract award, the consultant must make an immediate and full written disclosure to the County that includes a description of the action that the consultant has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist and the consultant was aware of an organizational conflict of interest prior to award of the contract and did not disclose the conflict, the County may terminate the contract. If a new conflict of interest arises after contract award, and consultant’s proposed measures to avoid or mitigate the conflict are determined by the County to be inadequate to protect the County, the County may terminate the contract. If the contract is terminated, the County assumes no obligations, responsibilities and liabilities to reimburse all or part of the costs incurred or alleged to have been incurred by consultant and is entitled to pursue any available legal remedies.

For other potential conflicts of interest not mentioned specifically above (e.g. employee changing companies, merger/acquisitions of firms, property ownership, business arrangements, financial interest) consultant shall disclose and address any conflicts of interest or potential conflicts of



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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interest when participating as or joining a Design-Build Team. The County will then determine if a conflict of interest exists.

The successful Proposer and affiliates of the successful Proposer are prohibited from competing on any agreement to provide construction inspection services for the design-build project. Except for subconsultants whose services are limited to providing surveying or material testing information, no subconsultants who provided design services in connection with the design-build project shall be eligible to compete for any agreement to provide construction services for the design-build project.



COUNTY OF EL DORADO, CALIFORNIA
BOARD OF SUPERVISORS POLICY

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DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST FORM

Having had the opportunity to review Organizational Conflict of Interest Checklist, the Proposer hereby indicates that it has, to the best of its knowledge and belief:

X determined that no potential organizational conflict of interest exists.

 determined a potential organizational conflict of interest as follows:

Attach additional sheets as necessary

Describe nature of the potential conflict(s):

Describe measures proposed to mitigate the potential conflict(s):

Name and title of Proposer's authorized representative: Ted Foor, Vice President / Area Manager

Signature:  Date: March 30, 2017

CONFLICT OF INTEREST QUESTIONNAIRE FOR RFQ #17-968-052

To be completed and submitted along with Design Builder's Qualification Questionnaire for the above noted RFQ for Design Build Services-Public Safety Facility. This Questionnaire is not exclusive; serves as a guide only.

Design Builder is responsible for updating if information changes after submission of the Qualification Questionnaire. County reserves the right to cancel or amend the resulting contract if the successful Design Builder failed to disclose a potential conflict, which it knew or should have known about, or if Design Builder provided information that is false or misleading.

County consultants with respect to this RFQ are Architectural Nexus (Richard Price), LeBeck-Young Engineering (Barbara LeBeck), Youngdahl Consulting Group (John Youngdahl), Christensen Consulting (Bob Christenson), and Hanson Bridgett LLP (Lisa Dal Gallo).

Review each question below and check "Yes" or "No" as appropriate, including with respect to the above listed County consultants and individuals. A "Yes" does not mean automatic disqualification.

County will review the information and determine if there is a conflict of interest that cannot be adequately mitigated.

1. Yes No Does Design Builder or its principals own any interest in real property which is near the location of the Project site or which may be affected by the Project?
2. Yes No Is Design Builder providing services to another public or private entity and Design Builder knows or has reason to believe that the entity's interests are, or may be, adverse to the County's interest with respect to the Project?
3. Yes No Is Design Builder providing services to a private entity, including but not limited to developers, whom Design Builder knows or has reason to believe, have a property interest in land which may be affected by this Project?
4. Yes No Does Design Builder or its principals have a current contract with the County?
5. Yes No Has Design Builder provided services related to this Project?
6. Yes No If Design Builder has performed work for the County or provided services related to this Project, has Design Builder been given access to data relevant to this Project that is nonpublic information?

7. Yes No Does Design Builder, or its principals, have a current business relationship with County consultants?
8. Yes No Does Design Builder, or its principals, have a direct or indirect business investment in County consultants?
9. Yes No Has Design Builder or its principals been a client of County consultants within the last 12 months?
10. Yes No Has Design Builder or its principals provided gifts, loans, or other benefits to County consultants within the last 12 months?
11. Yes No Has Design Builder or its principals negotiated with or otherwise discussed the possibility of employment or subcontracting with County consultants within the last 12 months?
12. Yes No Has Design Builder or its principals provided donations, gifts or other benefits to the County Sheriff's Office and organizations related to the Sheriff's Office, including but not limited to, Search and Rescue, K9, Explorers, STARS, within the last 12 months?

If you checked yes to any of the above, please describe below. If you need extra space to answer any item, attach a sheet of paper and indicate the number of the item to which the answer refers.

Submitted By:



March 30, 2017
Date

Printed Name and Title:

Ted Foor, Vice President / Area Manager

Exhibit 8A

U.S. DEPARTMENT OF AGRICULTURE

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion - Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 7 CFR part 3017, Section 3017.510, Participants' responsibilities. The regulations were published as Part IV of the January 30, 1989, Federal Register (pages 4722-4733). Copies of the regulations may be obtained by contacting the Department of Agriculture agency with which this transaction originated.

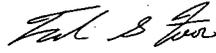
(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Clark & Sullivan Builders Inc., dba Clark/Sullivan
Construction and Broward Brothers Inc. a Joint Venture
Organization Name

RFQ for Design Build
Services for the County of
El Dorado Public Safety
Facility (#17-968-052)
PR/Award Number or Project Name

Ted Foor, Vice President / Area Manager
Name(s) and Title(s) of Authorized Representative(s)


Signature(s)

March 30, 2017
Date

Instructions for Certification

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transaction and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Exhibit 8B: USDA Form RD 400-6 Compliance Statement

Firm Name	Dunn & Bradstreet Number
C/S Broward (Joint Venture)	82-590-1130

USDA
Form RD 400-6
(Rev. 12-09)

Form Approved
OMB No. 0575-0018

COMPLIANCE STATEMENT

This statement relates to a proposed contract with El Dorado County and Clark & Sullivan Builders dba Clark/Sullivan Construction and Broward Builders Inc. a Joint Venture,
(Name of borrower or grantee)

who expects to finance the contract with assistance from either the Rural Housing Service (RHS), Rural Business-Cooperative Service (RBS), or the Rural Utilities Service (RUS) or their successor agencies, United States Department of Agriculture (whether by a loan, grant, loan insurance, guarantee, or other form of financial assistance). I am the undersigned bidder or prospective contractor, I represent that:

1. I have, have not, participated in a previous contract or subcontract subject to Executive Order 11246 (regarding equal employment opportunity) or a preceding similar Executive Order.
2. If I have participated in such a contract or subcontract, I have, have not, filed all compliance reports that have been required to file in connection with the contract or subcontract.

 If the proposed contract is for \$50,000 or more: or If the proposed nonconstruction contract is for \$50,000 or more and I have 50 or more employees, I also represent that:
3. I have, have not previously had contracts subject to the written affirmative action programs requirements of the Secretary of Labor.
4. If I have participated in such a contract or subcontract, I have, have not developed and placed on file at each establishment affirmative action programs as required by the rules and regulations of the Secretary of Labor.

I understand that if I have failed to file any compliance reports that have been required of me, I am not eligible and will not be eligible to have my bid considered or to enter into the proposed contract unless and until I make an arrangement regarding such reports that is satisfactory to either the RHS, RBS or RUS, or to the office where the reports are required to be filed.

I also certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in my contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and wash rooms, restaurants and other eating areas time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. I further agree that (except where I have obtained identical certifications for proposed subcontractors for specific time periods) I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files; and that I will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods):

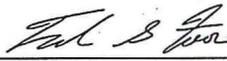
According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays the valid OMB control number. The valid OMB control number for this information collection is 0575-0018. The time required to complete this information collection is estimated to average 10 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENTS FOR
CERTIFICATIONS OF NON-SEGREGATED FACILITIES**

A certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32F.R. 7439, may 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a subcontract exceeding \$ 10,000 which is not exempt from the provisions of the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (i.e., quarterly, semiannually, or annually).

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

DATE March 30, 2017



(Signature of Bidder or Prospective Contractor)

2024 Opportunity Drive, Suite 150, Roseville, CA 95678
Address (including Zip Code)

Exhibit 8C: USDA RD Instruction 1940-Q

RD Instruction 1940-Q
Exhibit A-1

CERTIFICATION FOR CONTRACTS, GRANTS AND LOANS

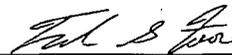
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 any 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 or Federal loan, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant or loan.

2. 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 or loan, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including contracts, subcontracts, and subgrants under grants and loans) and that all subrecipients 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 section 1352, title 31, U.S. Code. 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.



(name)

March 30, 2017

(date)

Vice President / Area Manager

(title)

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