DESIGN-BUILD AGREEMENT

For

PROJECT No. 10100114

DESIGN-BUILD SERVICES
FOR THE
COUNTY OF SAN BERNARDINO
323 BUILDING ACQUISITION AND REMODEL PROJECT

DATED: FEBRUARY 11, 2020



COUNTY OF SAN BERNARDINO REAL ESTATE SERVICES DEPARTMENT PROJECT MANAGEMENT DIVISION 385 NORTH ARROWHEAD AVENUE, THIRD FLOOR SAN BERNARDINO, CA 92415-0184 www.sbcounty.gov/ae

DESIGN-BUILD AGREEMENT

This Design-Build Agreement ("Agreement") is made effective this 4th day of February, 2020 ("Agreement Date") by and between the COUNTY OF SAN BERNARDINO ("County"), and McCarthy Building Companies, Inc., a Commercial Construction Company ("Design-Builder") for the design, management, and construction of 323 Building Acquisition and Remodel located at 323 West Court Street, San Bernardino, CA, 92401 ("Project").

ARTICLE I CONTRACT DOCUMENTS AND INTERPRETATION

1.1 **DEFINITIONS**

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

1.2 CONTRACT DOCUMENTS

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

- **1.2.1** This Agreement, including all Exhibits and attachments:
 - a. **Exhibit A** Site Legal Description
 - b. **Exhibit B** Scope of Work and Index of Criteria Documents
 - c. **Exhibit C** Performance Bond Original to be inserted when provided by Design-Builder
 - d. **Exhibit D** Labor and Material Bond Original to be inserted when provided by Design-Builder
 - e. **Exhibit E** Design-Builder's Project Representation and Key Personnel
 - f. **Exhibit F** Submittal Schedule
- 1.2.2 RFP Documents, Design-Builder Proposal, Best and Final Offer. The RFP Documents, the Design-Builder Proposal (if no Best and Final Offers have been submitted) or (if Best and Final Offers have been submitted) the Design-Builder's last submitted Best and Final Offer (including, in the case of a Best and Final Offer that is an amendment to a Design-Builder Proposal, any portion of the Design-Builder's Proposal expressly stated to be a part of the Design-Builder's Best and Final Offer); provided, however, that, with the exception of Approved Deviations, the Contract Documents shall not include any portion of the Design-Builder Proposal or a Best and Final Offer that deviates from the Project criteria.

1.2.3 General Conditions

1.2.4 Supplemental and Special Conditions. The following Supplemental and Special Conditions:

Document	Title	Pages
Special Conditions	323 Court Acquisition and Remodel	3

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

1.2.6 Addenda. The following Addenda listed below:

Number	Title	Pages
1	Addendum No. 1, to the Proposal Package for Design- Build Entities for the 323 Building Acquisition and Remodel Project, dated June 14, 2019.	2
2	Addendum No. 2, to the Proposal Package for Design- Build Entities for the 323 Building Acquisition and Remodel Project, dated June 27, 2019.	4
3	Addendum No. 3, to the Proposal Package for Design- Build Entities for the 323 Building Acquisition and Remodel Project, dated July 23, 2019.	475
4	Addendum No. 4, to the Proposal Package for Design- Build Entities for the 323 Building Acquisition and Remodel Project, dated August 1, 2019.	39
5	Addendum No. 5, to the Proposal Package for Design- Build Entities for the 323 Building Acquisition and Remodel Project, dated August 13, 2019.	3
6	Addendum No. 6, to the Proposal Package for Design- Build Entities for the 323 Building Acquisition and Remodel Project, dated August 19, 2019.	1
7	Addendum No. 7, to the Proposal Package for Design- Build Entities for the 323 Building Acquisition and Remodel Project, dated August 29, 2019.	93
8	Addendum No. 8, to the Proposal Package for Design- Build Entities for the 323 Building Acquisition and Remodel Project, dated September 6, 2019.	2
9	Addendum No. 9, to the Proposal Package for Design- Build Entities for the 323 Building Acquisition and Remodel Project, dated September 12, 2019.	13

1.2.7 Project Safety Program

1.3 REFERENCE DOCUMENTS

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

1.3.1 [to be inserted after award]

1.4 ENTIRE AGREEMENT

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

ARTICLE II THE WORK

2.1 SCOPE OF WORK

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

- **2.1.1** Design-Builder shall prepare complete designs, engineering, working drawings, shop drawings and generate drawings and/or engineering analysis setting forth in detail the specifications and requirements for the purchasing and procurement of the services, materials and equipment and for the construction of the complete, operational, and fully functional Project, and shall furnish the services of all necessary supervisors, engineers, designers, draftsmen, and other personnel necessary for preparation of those drawings and specifications required for the Work, including the pertinent information for natural gas, water supply, and any other utilities, as required.
- **2.1.2** Design-Builder shall provide, install and complete as specified and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction, start-up and testing, utilities, transportation, and other facilities and services (including any temporary materials, equipment, supplies and facilities) necessary for the proper execution and completion of the complete, operational, and fully functional Project, including the permanent interconnection for electricity, natural gas, water supply, and any other utilities and demonstration of fully satisfactory operation of all systems and equipment.
- **2.1.3** Design-Builder shall supervise and direct the Work, and shall furnish the services of all supervisors, forepersons, skilled and unskilled labor, and all other personnel necessary to design and construct the complete, operational, and fully functional Project. Design-Builder shall provide, manage and organize such personnel as necessary to complete the Work in accordance with all requirements of the Contract Documents.

2.1.4 Design-Builder shall obtain, at Design-Builder's expense, all governmental and private approvals, licenses, and permits required to complete the Work; provided, however, County will be responsible for paying the cost of all County imposed fees. Design-Builder shall design and construct complete, operational, and fully functional Project in full compliance with all applicable laws, codes and standards (both public and private), including but not limited to, the standards included and warranties expressed in the Contract Documents and manufacturer's recommendations pertaining to individual items of equipment or systems.

2.2 STANDARD OF PERFORMANCE

In addition to and without limiting Design-Builder's other obligations under the Contract Documents, Design-Builder shall at all times in its performance of its obligations under the Contract Documents conform to the following general standards of performance:

- **2.2.1** Comply with the requirements of the Contract Documents;
- 2.2.2 Comply with Applicable Laws;
- **2.2.3** Conform to the standard of care applicable to those who provide design-build project services and construction of the type called for by this Design-Build Contract for projects of a scope and complexity that is comparable to the Project;
- **2.2.4** Furnish efficient business administration of the Work, utilizing sufficient senior level management and other qualified personnel to manage the Work; and
- **2.2.5** Apply its best and highest skill and attention to completing the Work in an expeditious and economical manner, consistent with the expressed best interests of the County and within the limitations of the Contract Sum and Contract Time.

ARTICLE III TIME FOR PERFORMANCE

3.1 CONTRACT TIME

The Date of Commencement of the Work shall be fixed in a Notice to Proceed issued by the County. If County's issuance of a Notice to Proceed is delayed due to Design-Builder's failure to return a fully-executed Agreement, insurance documents or bonds within fourteen (14) calendar days after the date of award of the Contract, one (1) calendar day will be deducted from the number of days to achieve Substantial Completion of the Work for every day of delay in County's receipt of such documents. This right is in addition to and does not affect County's right to demand forfeiture of Design-Builder's bid Security, or any other rights or remedies available to County if Design-Builder persistently delays in providing the required documentation. Design-Builder agrees to promptly commence the Work after the Notice to Proceed is issued by the County, to achieve Substantial Completion of the entire Work within 600 calendar days after the Date of Commencement ("Contract Time") and to achieve Final Completion of the Work within the time fixed by the County in the Certificate of Substantial Completion. The Contract Time may be extended only with the written authorization of the County.

3.2 LIQUIDATED DAMAGES

3.2.1 County and Design-Builder recognize that time is of the essence if this Agreement and that the County may suffer financial loss in the form of lost grant funds, additional contract administration expenses, loss of

public use if the Work is not completed within the Contract Time, including any extensions thereof allowed in accordance with the Contract Documents.

- **3.2.2** Design-Builder and County agree to liquidate damages with respect to Design-Builder's failure to achieve Substantial Completion of the Work within the Contract Time. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Design-Builder acknowledges and agrees that the liquidated damages are intended to compensate County solely for Design-Builder's failure to meet the deadline for Substantial Completion and shall not excuse Design-Builder from liability from any other breach, including any failure of the Work to conform to the requirements of the Contract Documents.
- **3.2.3** In the event that Design-Builder fails to achieve Substantial Completion of the Work within the Contract Time, Design-Builder agrees to pay County **\$2,500** per day for each calendar day that Substantial Completion is delayed.
- **3.2.4** Design-Builder acknowledges and agrees that the foregoing liquidated damages have been set based on an evaluation by County of damages that it will incur in the event of the late completion of the Work. Design-Builder and County agree that because of the nature of the Project it would be impractical or extremely difficult to fix the amount of actual damages incurred by the County due to a delay in completion of the Work. Accordingly, the County and Design-Builder have agreed to such liquidated damages to fix Design-Builder's costs and to avoid later disputes. It is understood and agreed by Design-Builder that any liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the effective date of this Agreement.
- **3.2.5** It is further mutually agreed that County shall have the right to deduct liquidated damages against progress payments or retainage and that the County will issue a unilateral Construction Change Directive and reduce the Contract Sum accordingly. In the event the remaining unpaid Contract Sum is insufficient to cover the full amount of liquidated damages, Design-Builder shall pay the difference to County.

ARTICLE IV CONTRACT SUM

4.1 CONTRACT SUM

- **4.1.1** <u>Total Compensation</u>. County shall pay the Design-Builder in current funds for the Design-Builder's complete performance of the Work in accordance with the Contract Documents the Contract Sum of <u>Twenty-Five Million</u>, <u>Nine Hundred Fifty-Seven Thousand</u>, <u>One Hundred Dollars</u> (\$25,957,100).
- 4.1.2 <u>Design Fee.</u> The Contract Sum includes a Design Fee of <u>Two Million, Two Hundred Three Thousand and Thirty-Three</u> Dollars (\$2,203,033). The sole purpose of the Design Fee is to determine: (1) the compensation County is obligated to pay to Design-Builder under Article 13 of the General Conditions in the event the Design-Builde Contract is terminated, by either the County or Design-Builder, for cause or convenience, prior to commencement of any physical construction at the Site; and (2) the amount that the Design-Builder is entitled pursuant to Paragraph 9.3 of the General Conditions to include in its Applications for Payment seeking progress payments for the design and non-design portions of the Work.
- **4.1.3** All Inclusive Price. The Contract Sum is the total amount payable by County to Design-Builder for performance of the Work under the Contract Documents and is deemed to cover all costs arising out of or related to the performance of the Work, including, without limitation, the effects of natural elements upon the Work, unforeseen difficulties or obstructions affecting the performance of the Work (including, without limitation, unforeseen conditions at

the Site that do not constitute Differing Site Conditions) and fluctuations in market conditions and price escalations (whether occurring locally, nationally or internationally) from any cause, including, without limitation, causes beyond the control or foreseeability of the Design-Builder.

4.2 ALTERNATES

The Contract Sum is based upon the following Alternates described in the RFP Documents, which are hereby accepted by the County:

Number	Description	Dollar Amount
1	Alternate No. 1, shall provide for 2,600	\$0
	square feet of new, habitable space in the	
	basement of the new structure	
2	Alternate No. 3, add insulation below level 1	\$111,000
	and 2 to reduce sound transmission	
3	Alternate No. 6, add 8" mullion extensions to	\$73,100
	glazing opposite Court Street	
4	Alternate No. 12, add Ceramic Tile to Main	\$45,000
	Entry Stairs and Landing levels 1-3	
5	Alternate No. 16, add premium Carpet Tile or	\$12,000
	Luxury Vinyl Tile at 5000 square feet	
6	Alternate No. 17, add window coverings to	\$16,000
	eight (8) collaboration spaces	

4.3 UNIT PRICES

The following unit prices are agreed to by the Design-Builder and County:

Description Measurement Unit Dollar Amount

NOT APPLICABLE

4.4 PAYMENT BY ELECTRONIC FUND TRANSFER

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

ARTICLE V DESIGN-BUILDER'S DUTIES AND RESPONSIBILITIES

5.1 GENERAL SCOPE OF WORK

5.1.1 Design-Builder shall furnish all design and other Services, provide all materials and undertake all efforts necessary or appropriate to construct the Project in accordance with the requirements of the Contract Documents, all governmental approvals, the approved Construction Documents, all Applicable Law, and all other applicable safety, environmental and other requirements taking into account the constraints affecting the Project Site.

Except as otherwise specifically provided in this Contract, all materials, services and efforts necessary to achieve Substantial Completion of the Project and elements thereof on or before the deadlines provided in the Contract Documents shall be Design-Builder's sole responsibility. The costs of all such materials, services and efforts are included in the Contract Sum.

- **5.1.2** The scope of Services to be provided by Design-Builder is set forth in the Contract Documents as more particularly described in Exhibit B and the Criteria Documents.
- **5.1.3** The Design-Builder and all Subcontractors, shall obtain a Business Tax Registration from the County of San Bernardino Permit Services, (909) 387-8311, prior to commencement of Work.

5.2 BEFORE STARTING WORK

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

5.3 INITIAL CONFERENCE

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

5.4 EVALUATION OF PRELIMINARY SUBMITTALS

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

5.5 DESIGN PROFESSIONAL LICENSING REQUIREMENTS

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

5.6 STANDARD OF CARE

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

5.7 CONSTRUCTABILITY AND COORDINATION REVIEWS

On at least a monthly basis or such other intervals identified in the Contract Documents, Design-Builder shall meet with the County, its Separate Contractors, and consultants to coordinate the Construction Documents, including the design of building systems delegated to the Design-Builder, for the purpose of continuing construction feasibility, identifying conflicts, missing information or gaps in the planned scope of Work and to take appropriate action to ensure the full scope of intended Work is performed efficiently and economically.

5.8 DESIGN DEVELOPMENT DOCUMENTS – PHASE 1

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

- **5.8.1** Consult with County to fully understand County's requirements for the Project and review available data:
- **5.8.2** Advise County as to the necessity of County's providing or obtaining from others additional reports, data or services and assist County in obtaining such reports, data, or services;
- **5.8.3** Identify and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project designed or specified by Design-Builder with whom consultation is to be undertaken in connection with the Project; and
 - **5.8.4** Review Criteria Documents provided by County.
- **5.8.5** Prepared plot plans, landscape, irrigation, civil, architectural, structural, mechanical and electrical floor, elevations, cross-sections and other required drawings; and outline specifications describing the size, character, and quality of the entire Project in its essentials as to kinds and locations of materials, and type of structural, mechanical and electrical systems.
- **5.8.6** Furnish the above documents, drawings, calculations and specifications to and review them with County for approval within the time indicated in the approved Project Schedule at increments of at least 50% and 100% completion of the Design Development Documents.

5.9 CONSTRUCTION DOCUMENTS – PHASE 2

After written acceptance by County of the Design Development Documents, Design-Builder shall:

5.9.1 On the basis of the accepted Design Development Documents, prepare final Construction Documents showing the scope, extent, and character of the construction to be performed and furnished by Design-

Builder including technical drawings, schedules, diagrams, calculations, and specifications (which, unless otherwise approved by County, will be prepared, where appropriate, in general conformance with the Construction Specifications Institute) setting forth the requirements for construction of the Work which shall provide information customarily necessary for the use of those in building trades.

- **5.9.2** Provide technical criteria, written descriptions and design data required for obtaining approvals of such governmental authorities as have jurisdiction to review or approve the final design of the Project, and assist County in consultations with appropriate authorities.
- **5.9.3** Furnish the above documents, drawings, calculations and specifications to and review them with County for approval within the time indicated in the approved Project Schedule at increments of at least 50% and 100% completion of the Construction Documents. After County's approval of the final Construction Documents, said documents shall be deemed to be incorporated as Contract Documents. Design-Builder shall not proceed with the construction phase unless and until it receives County's written approval of the Construction Documents or portions thereof.
- **5.9.4** Design-Builder shall submit to County Construction Documents setting forth in detail drawings and specifications describing the requirements for construction of the Work. The Construction Documents shall be consistent with the latest set of interim design submissions, as such submissions may have been modified in a design review meeting. The parties shall have a design review meeting to discuss, and County shall review and approve, the Construction Documents in accordance with the procedures set forth herein. Design-Builder shall proceed with construction in accordance with the approved Contract Documents and shall submit one set of approved Construction Documents by County prior to commencement of construction.

The Design-Builder shall prepare Construction Documents for the entire Project in full compliance with all applicable building codes, ordinances, and other regulatory authorities. The Construction Documents shall at a minimum comply with all applicable California State Building Codes to include, but not limited to, Title 8 (Industrial Relations) Title 17 (Public Health), and Title 24 (Building Standards). The completed Construction Documents are to be delivered to the County and shall consist of the following: (1) Drawings – Provide one reproducible original and ten (10) printed copies of all approved Construction Document drawings. Provide one copy of all approved Construction Document drawings on compact disks (CD) using Computer-Aided Design (CAD) software, using the latest version of AutoCAD; and (2) Specifications – Provide an original and ten(10) printed copies of approved specifications, bound and organized. Provide approved specifications on compact disks for all sections for all work applicable to the Project in a format complying with the current edition of the Construction Specifications Institute's "MasterFormat", as directed by the County in accordance with the following:

- a. Electronic computer software in Microsoft Word, latest version for Windows.
- b. For articles, materials and equipment identified by brand names, at least two names shall be used, and such names shall be followed by the words "or equal." Specifications shall not contain restrictions that will limit competitive bids. Exceptions shall only be permitted by California Public Contract Code Section 3400.
 - All disks produced shall be clearly labeled to indicate files contained and date produced.
- **5.9.5** County's review and approval of interim design submissions and the Contract Documents is for the purpose of mutually establishing a conformed set of Contract Documents compatible with the requirements of the Work. Neither County's review nor approval of any interim design submissions and Construction Documents shall be deemed to transfer any design liability from Design-Builder to County.

5.10 CONSTRUCTION – PHASE 3

Design-Builder shall perform Construction Phase Series in accordance with the requirements of the General Conditions.

- **5.10.1** Construction Services shall be performed by Design-Builder and/or by qualified and licensed Design-Builder, Subcontractors and suppliers who are selected, paid and acting in the interest of the Design-Builder in accordance with the procedures outlined in the Contract Documents.
- **5.10.2** The Design-Builder shall keep the County informed of the progress and quality of the Work in the form of periodic written reports, as determined by the County but no less than monthly.
- **5.10.3** As a condition to final payment to Design-Builder, each Design Team Member shall provide written certification that the Work has been constructed in accordance with the Contract Documents and the design provided by such person.
- **5.10.4** Design-Builder acknowledges that release of any portion of the retention withheld by County will not occur until, at a minimum, thirty-five (35) days following the County's filing of the Notice of Completion. Release of any retention is subject to the requirements in the General Conditions, including, but not limited to General Conditions Section 9.6, Substantial Completion, and Section 9.8, Final Completion.

5.11 SENATE BILL 854 (CHAPTER 28, STATUTES OF 2014) AND SENATE BILL 96 (CHAPTER 28, STATUTES OF 2017) REQUIREMENTS

- **5.11.1** Design-Builder shall comply with Senate Bill 854 (signed into law on June 20, 2014) and Senate Bill 96 (signed into law on June 27, 2017). The requirements include, but are not limited to, the following:
- a. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the Department of Industrial Relations (DIR) pursuant to Labor Code Section 1725.5, with limited exceptions from this requirement for bid purposes only as allowed under Labor Code Section 1771.1(a).
- b. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code Section 1725.5.
 - c. This Project is subject to compliance monitoring and enforcement by the DIR.
- d. As required by the DIR, Design-Builder is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
- e. Design-Builders and all of its subcontractors at every tier must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
 - (1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
- (2) The County reserves the right to require Design-Builder and all subcontractors at every tier to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - (3) The certified payroll records must be in a format prescribed by the Labor Commissioner.

- f. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.
- g. Labor Code Section 1771.1(a) states the following: "A contractor or subcontractor shall 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."

5.12 INSURANCE

Design-Builder agrees to provide the County with Certificates of Insurance evidencing the required insurance coverage at the time Design-Builder executes the contract with the County.

5.13 SKILLED AND TRAINED WORKFORCE

The Design-Builder shall comply with all of the requirements of Public Contract Code Section 22164(c). As required by this section Design-Builder agrees that it "and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades." Design-Builder agrees that it and all of its subcontractors at every tier will comply with the requirements of Public Contract Code Section 22164(c) and will provide the County with written evidence that Design-Builder and all of its subcontractors at every tier are complying with these requirements by the 10th day of each month that Work is performed.

ARTICLE VI DESIGN-BUILDER'S REPRESENTATIONS AND WARRANTIES

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

- **6.1** Design-Builder has visited the Site and has reasonably examined the nature and extent of the Work, Site, locality, actual conditions, as-built conditions, and all local and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by Design-Builder and safety precautions and programs incident thereto.
- Design-Builder has reasonably examined all reports of exploration and tests of subsurface conditions, as-built drawings, drawings or reports, available for design and construction purposes, of physical conditions, including those which are identified in Paragraph 1.3 hereinabove, or which may be apparent at the Site and accepts the criteria set forth in these documents and the General Conditions to the extent of the information contained in these documents upon which the Design-Builder is entitled to rely. Design-Builder agrees that except for the information so identified, Design-Builder does not and shall not rely on any other information contained in these documents.
- **6.3** After contract award, Design-Builder, will conduct or obtain any additional examinations, investigations, explorations, tests, reports and studies, including but not limited to geotechnical investigations upon which the design

will be based, that pertain to the surface and subsurface conditions, as-built conditions, underground facilities and all other physical conditions at or contiguous to the Site as Design-Builder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

- **6.4** Design-Builder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, test, reports and studies with the terms and conditions of the Contract Documents.
- 6.5 Design-Builder has given County prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered before contract award in or among the Contract Documents and as-built drawings and actual conditions and the written resolution thereof through Addenda issued by County is acceptable to Design-Builder.
- 6.6 Design-Builder is duly organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.
- 6.7 Design-Builder has duly authorized the execution, delivery and performance of this Agreement, the other Contract Documents and the Work to be performed herein. The Contract Documents do not violate or create a default under any instrument, agreement, order or decree binding on Design-Builder.
- Design-Builder confirms its intent to include in the project the following pre-qualified subcontractors, who were listed in the Design-Builder's Statement of Qualifications earlier in this design-build procurement process. Design-Builder acknowledges its responsibility to provide County with a complete and updated list of subcontractors as they become known on the project, and that such listing shall be in accordance with the requirements of California Public Contract Code Section 22166. As required by Public Contract Code Section 22166(b), following the County's approval of the Contract, the Design-Builder shall award construction subcontracts with a value exceeding ½ of 1% of the Contract Sum allocable to construction Work as follows: (1) Provide public notice of the availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process used by the County, including a fixed date and time when qualification statements, bids or proposals will be due; (2) Establish reasonable qualification criteria and standards; and (3) Award the subcontract either on a best value basis or to the lowest responsible bidder this process may include prequalification or short-listing and does not apply to construction subcontractors listed in the Design-Builder's Proposal. All construction subcontractors that were identified in the Proposal and awarded as required under Public Contract Code Section 22166 shall be afforded all the protections of Public Contract Code Section 4100 *et seq.*

NAME OF SUBCONTRACTOR AND LOCATION OF MILL OR SHOP	DESCRIPTION OF WORK: REFERENCE TO BID ITEMS	SUBCONTRACTOR'S LICENSE NO.
Haward Baker	Shoring and Soil Development	482246
McCarthy Building Companies, Inc.	Structural Concrete	411173
GGG Demolition	Demolition and Abatement	988669
LD Anderson	Earthwork	636360
Granitex	Site Concrete	624608

NAME OF SUBCONTRACTOR AND LOCATION OF MILL OR SHOP	DESCRIPTION OF WORK: REFERENCE TO BID ITEMS	SUBCONTRACTOR'S LICENSE NO.
Elite Glazing	Glazing	1019426
Nevell group	Drywall	816857
Daart Engineering	Fire Protection	372946
Don Brandell	Plumbing	176778
Berg Electric	Electrical, Low voltage, Fire Alarm, Data	85046
Couts	HVAC	375584

ARTICLE VII MISCELLANEOUS PROVISIONS

7.1 INDEPENDENT DESIGN-BUILDER

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

7.2 COUNTY EMPLOYEES AND OFFICIALS

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

Design-Builder agrees to provide or has already provided information on former County of San Bernardino administrative officials (as defined below) who are employed by or represent Design-Builder. The information provided includes a list of former County administrative officials who terminated County employment within the last five years and who are now officers, principals, partners, associates or members of the business. The information also includes the employment with or representation of Design-Builder. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer's staff, Chief Executive Officer or member of such officer's staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

7.3 IRAN CONTRACTING ACT OF 2010

(Public Contract Code sections 2200 et seq.)

(Applicable for all Contracts of one million dollars (\$1,000,000) or more)

In accordance with Public Contract Code section 2204(a), the Design-Builder certifies that at the time the Contract is signed, the Design-Builder signing the contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 (http://www.dgs.ca.gov/pd/Resources/PDLegislation.aspx) as a person (as defined in Public Contract Code section 2202(e)) engaging in investment activities in Iran described in subdivision (a) of Public Contract Code section 2202.5, or as a person described in subdivision (b) of Public Contract Code section 2202.5, as applicable.

Contractors are cautioned that making a false certification may subject the contractor to civil penalties, termination of existing contract, and ineligibility to bid on a contract for a period of three (3) years in accordance with Public Contract Code section 2205. Design-Builder agrees that signing the Contract shall constitute signature of this Certification.

7.4 DEBARMENT AND SUSPENSION

The Design-Builder certifies that neither it nor its principals, or other key decision makers, or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency or on the Federal Government Excluded Parties List System (www.epls.gov). Design-Builder agrees that signing this Contract shall constitute signature of this Certification.

7.5 INACCURACIES OR MISREPRESENTATIONS

If during the course of the administration of this agreement, the County determines that the Design-Builder has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the County, this Agreement may be immediately terminated. If this Agreement is terminated according to this provision, the County is entitled to purse any available legal remedies.

7.6 NOTICES

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

COUNTY	DESIGN-BUILDER
Real Estate Services Dept.	McCarthy Building Companies,
Project Management Division	Inc.
385 N. Arrowhead Avenue., 3 rd	20401 SW Birch Street
Floor	
San Bernardino, CA 92415-0184	Newport Beach, 92660
	

20421.1 | 5329-184400 DBA-15

7.7 CONTRACTOR'S LICENSE NOTICE

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

WHEREFORE, this Design-Builder Contract is entered into as of the day and year first written above.

COUNTY OF SAN BERNARDINO		McCarthy Building Companies, Inc.	
		(Print or type name of cor	rporation, company, contractor, etc.
Curt Hagman, Chairman, Board of Super		By (Authorized signature – s	ign in blue ink)
Dated:		Manage	
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD Lynna Monell Clerk of the Board of Supervisors of the County of San Bernardino		Name:(Print or type name of person signing contract) Title: Dated:	
Ву	_	Address: 20401 Bir	rch Street
Dated:	_	Newport E	Beach, 92660
Approved as to Legal Form	Reviewed by Contract C	Compliance	Presented to BOS for Signature
Katherine Hardy, Deputy County Counsel		 	Terry W. Thompson, Director
Date:	Date:		Date:

EXHIBIT A

SITE LEGAL DESCRIPTION - PAGE 1 OF 3

Real Property in the City of San Bernardino, County of San Bernardino, State of California, described as follows:

APN: 0135-161-38-0000

THAT PORTION OF BLOCK 19, CITY OF SAN BERNARDINO IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 1, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTH LINE OF COURT STREET, AS CONVEYED TO SAID CITY OF SAN BERNARDINO BY DEED RECORDED FEBRUARY 16, 1928, IN BOOK 328, PAGE 339, OFFICIAL RECORDS OF SAID COUNTY, WITH A LINE PARALLEL WITH AND DISTANT 40.00 FEET WESTERLY, MEASURED AT RIGHT ANGLES FROM THE EAST LINE OF LOT 2 IN SAID BLOCK 19; THENCE NORTH 89° 56′ 58″ WEST ALONG SAID SOUTH LINE, 58.72 FEET TO A POINT THAT IS SOUTH 89° 56′ 58″ EAST, 129.50 FEET FROM THE INTERSECTION OF SAID SOUTH LINE WITH A LINE PARALLEL WITH AND DISTANT 70.58 FEET EASTERLY, MEASURED ALONG THE SOUTH LINE OF SAID BLOCK 19 FROM THE WEST LINE OF LOT 3 IN SAID BLOCK 19; THENCE SOUTH 0° 03′ 02″ WEST, 128.87 FEET TO A LINE PARALLEL WITH AND DISTANT 128.00 FEET NORTHERLY, MEASURED AT RIGHT ANGLES FROM SAID SOUTH LINE OF BLOCK 19; THENCE SOUTH 89° 58′ 32″ EAST ALONG THE LAST MENTIONED PARALLEL LINE, 58.95 FEET OF SAID PARALLEL LINE, 40.00 FEET WESTERLY OF THE EAST LINE OF LOT 2; THENCE NORTH 0° 03′ 04″ WEST, 128.84 FEET TO THE POINT OF BEGINNING.

APN: 0135-161-40-0000

PARCEL 34 OF PARCEL MAP NO. 688, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAR RECORDED DECEMBER 9, 1975 IN BOOK 25 AT PAGES 47 THROUGH 58, INCLUSIVE OF PARCEL MAPS, RECORDS OF SAID COUNTY.

A NON-EXCLUSIVE EASEMENT AND RIGHT OF WAY FOR PASSAGEWAY OVER AND ACROSS THAT PORTION OF LOT 1, BLOCK 19, CITY OF SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 1, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE POINT ON THE EAST LINE OF SAID LOT 1, WHICH IS 150 FEET SOUTH OF THE SOUTHWEST CORNER OF ARROWHEAD AVENUE AND COURT STREET, AS CONVEYED BY DEED RECORDED IN BOOK 328, PAGE 339, OFFICIAL RECORDS; THENCE WESTERLY AND PARALLEL WITH SOUTH LINE OF COURT STREET, 124.20 FEET, MORE OR LESS, TO THE EAST LINE OF THE PROPERTY HEREINABOVE DESCRIBED AS REUSE PARCEL NO. 2; THENCE SOUTHERLY ALONG SUCH EAST LINE OF REUSE PARCEL NO. 2, 12.00 FEET; THENCE EASTERLY AND PARALLEL WITH THE SOUTH LINE OF COURT STREET, 124.20 FEET, MORE OR LESS, TO THE WEST LINE OF ARROWHEAD AVENUE; THENCE NORTHERLY ALONG SAID WEST LINE, 12.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT A

SITE LEGAL DESCRIPTION - PAGE 2 OF 3

AN UNDERGROUND EASEMENT FOR THE CONSTRUCTION OF CONCRETE FOOTINGS FOR COLUMNS AND FOUNDATIONS UNDER THAT PORTION OF LOT 1, BLOCK 19, CITY OF SAN BERNARDINO, IN THE CITY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER PLAT RECORDED IN BOOK 7 OF MAPS, PAGE 1, RECORDS OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF ARROWHEAD AVENUE AND COURT STREET, AS DEEDED TO THE CITY OF SAN BERNARDINO BY DEED RECORDED FEBRUARY 18, 1928, IN BOOK 328, PAGE 339, OFFICIAL RECORDS; THENCE WEST ALONG THE SOUTH LINE OF COURT STREET, A DISTANCE OF 62.00 FEET; THENCE NORTH AT RIGHT ANGLES, A DISTANCE OF 6.00 FEET; THENCE EAST, PARALLEL WITH AND 6.00 FEET NORTH OF AND MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID COURT STREET, A DISTANCE OF 68.00 FEET; THENCE SOUTH, PARALLEL WITH AND 6.00 FEET EAST OF AND MEASURED AT RIGHT ANGLES TO THE WEST LINE OF SAID ARROWHEAD AVENUE AND ITS NORTHERLY PROLONGATION, A DISTANCE OF 156.00 FEET; THENCE WEST AT RIGHT ANGLES, A DISTANCE OF 6.00 FEET TO A POINT IN THE WEST LINE OF SAID ARROWHEAD AVENUE; THENCE NORTH ALONG THE SAID WEST LINE OF ARROWHEAD AVENUE, A DISTANCE OF 150.00 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT IS LOCATED AT THE SOUTH 6.00 FEET OF A PORTION OF COURT STREET AND THE WEST 6.00 FEET OF A PORTION OF ARROWHEAD AVENUE.

EXHIBIT A

SITE LEGAL DESCRIPTION - PAGE 3 OF 3

SITE LIMITS - APN: 013546138 and 013516140

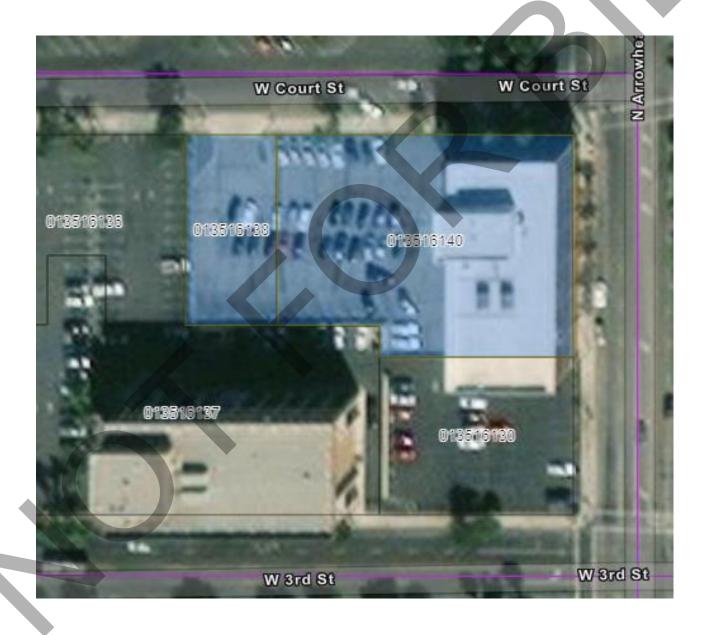


EXHIBIT B

SCOPE OF WORK AND INDEX OF CRITERIA DOCUMENTS

SCOPE OF WORK

PROJECT DESCRIPTION - General

The County of San Bernardino will demolish the existing 323 West Court Street building and construct a new 3-story building at the same location for the Public Defender Office (Project) to serve the Public. The Project will include the design and construction of an approximately 38,463 square foot building, semi-subterranean parking, and additional ground level parking stalls. The Project will include architectural, structural, mechanical, electrical, plumbing, environmental (related to construction activity), civil, interior finishes, security systems, and other related activities.

The services provided at the remodeled building will provide the space required for the Public Defender's Office to consolidate three divisions in one location, thereby supporting the County and Chief Executive Officer Goals and Objectives to Improve County Government Operations. The building design is intended to be compatible with existing program documentation and shall be "test fitted" with the project program to confirm that all the requirements can be located within the allotted gross square footage.

A. Building Area: 38,463 Gross Square Feet

B. Schedule: As stated in Agreement

PROJECT DESCRIPTION - Building and Site Design Concept

The Design-Builder has been charged with design and construction of a 38,463 sq. ft. building that will house the Public Defender's Office, which includes the Civil Commitment Division, Central Adult Division, Administration Division and conference and training rooms that best serves the needs of the Public Defender's Office – as shared in the Proposed Schematic Design. Exterior improvements include landscaping, public and staff parking areas, as well as more window frontage to provide natural lighting to the Public Defender's staff.

INDEX OF CRITERIA DOCUMENTS

- 1. Announcement to Pre-Qualified Proposers dated May 24, 2019
- 2. Proposed Schematic Design, October 1, 2019

EXHIBIT C

Performance	Rond	Nο	
renomiance	DUITU	INO.	

PERFORMANCE BOND

			f San Bernardino ("County") has awarded [<u>insert name of Design-Builder</u>] designated as ontract for the work described as follows:
for the o	design an	d constru	, 20, the Principal entered into a Design-Build Contract with the County action of the work of improvement, which Design-Build Contract and all Contract Documents borated herein and made a part hereof by this reference; and
			equired to furnish a bond guaranteeing the faithful performance of its obligations under the urrently with delivery to County of the executed Design-Build Contract.
of Califo Bonded	ornia, are Sum"), in	held and lawful m	cipal and("Surety"), a duly admitted surety in the State d firmly bound to County for payment of the penal sum of \$ ("the oney of the United States, for payment of which sum Principal and Surety jointly and severally heirs, executors, administrators, successors and assigns.
obligation	ons unde	r the Cor	IS OBLIGATION IS SUCH THAT if Principal shall promptly and faithfully perform all of its ntract Documents, including any and all amendments and supplements thereto, then this d void; otherwise it shall remain in full force and effect.
The follo	owing terr	ms and c	onditions shall apply with respect to this Bond:
1.	adminis	trators, s	der and the Surety, jointly and severally, bind themselves, their heirs, executors, uccessors and assigns to County for the complete and proper performance of the Designhich is incorporated herein by reference.
2.			lder completely and properly performs all of its obligations under the Design-Build Contract, be Design-Builder shall have no obligation under this Bond.
3.	If there i	s no Cou	inty Default, the Surety's obligation under this Bond shall arise after:
	3.1	_	has declared a Design-Builder Default under the Design-Build Contract pursuant to the terms esign-Build Contract; and
	3.2	County	has agreed to pay the Balance of the Contract Sum to:
		3.2.1	The Surety in accordance with the terms of this Bond and the Design-Build Contract; or
		3.2.2	The contractor selected to perform the Design-Build Contract in accordance with the terms of this Bond and the Design-Build Contract

Exhibit C - 1

- 4. When County has satisfied the conditions of Paragraph 3, the Surety shall promptly (within thirty (30) days) and at the Surety's expense elect to take one of the following actions (provided, that unless and until County has actually terminated Design-Builder for default, the Surety need only respond to County and commence a diligent investigation, not make an election):
 - 4.1 Arrange for the Design-Builder, with consent of County, to perform and complete the Design-Build Contract (but County may withhold consent, in which case the Surety must elect an option described in Paragraphs 4.2, 4.3 or 4.4, below); or
 - 4.2 Undertake to perform and complete the Design-Build Contract itself, through its agents or through independent contractors, but County may reject use of the Design-Builder as an agent or independent contractor; or
 - 4.3 Obtain bids from qualified Design-Builders acceptable to County for a contract for performance and completion of the Design-Build Contract (other than the original Design-Builder), and, upon determination by County of the lowest responsible bidder, arrange for a contract to be prepared for execution by County and the Design-Builder selected with County's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Design-Build Contract; and, if the Surety's obligations defined in Paragraph 6, below, exceed the Balance of the Contract Sum, then the Surety shall pay to County the amount of such excess; or
 - 4.4 Waive its right to perform and complete, arrange for completion, or obtain a new Design-Builder and with reasonable promptness under the circumstances, and, after investigation and consultation with County, determine in good faith its monetary obligation for which it may then be liable to County under Paragraph 6, below, for the performance and completion of the Design-Build Contract and, as soon as practicable after the amount is determined, tender payment therefor to County with full explanation of the payment's calculation. If County accepts the Surety's tender under this Paragraph 4.4, County may still hold Surety liable for future damages then unknown or unliquidated resulting from the Design-Builder Default. If County disputes the amount of Surety's tender under this Paragraph 4.4, County may exercise all remedies available to it at law to enforce the Surety's liability under Paragraph 6 below.
- 5. If the Surety does not proceed as provided in Paragraph 4, above, then the Surety shall be deemed to be in default on this Bond ten (10) days after receipt of an additional written notice from County to the Surety demanding that the Surety perform its obligations under this Bond. At all times County shall be entitled to enforce any remedy available to County at law or under the Design-Build Contract including, without limitation, and by way of example only, rights to perform work, protect work, mitigate damages, or coordinate work with other consultants or Design-Builders.
- 6. The Surety's monetary obligation under this Bond is limited to the amount of this Bond, plus the Balance of the Contract Sum paid hereunder. Subject to these limits, the Surety's obligations under this Bond are commensurate with the obligations of the Design-Builder under the Design-Build Contract. The Surety's obligations shall include, but are not limited to:
 - The responsibilities of the Design-Builder under the Design-Build Contract for completion of the Design-Build Contract and correction of defective work;
 - The responsibilities of the Design-Builder under the Design-Build Contract to pay liquidated damages, and for damages for which no liquidated damages are specified in the Design-Build Contract, actual damages caused by non-performance of the Design-Build Contract, including but not limited to, all valid and proper back charges, offsets, payments, indemnities, or other damages;

- Additional legal, design professional and delay costs resulting from the Design-Builder Default or resulting from the actions or failure to act of the Surety under Paragraph 4, above.
- 7. No right of action shall accrue on this Bond to any person or entity other than County or its heirs, executors, administrators, or successors.
- 8. The Surety hereby waives notice of any change, alteration or addition to the Design-Build Contract or to related subcontracts, purchase orders and other obligations, including changes of time. The Surety consents to all terms of the Design-Build Contract, including provisions on changes to the Contract. No extension of time, change, alteration, modification, deletion, or addition to the Contract Documents, or of the work required thereunder, shall release or exonerate Surety on this Bond or in any way affect the obligations of Surety on this Bond.
- 9. Any proceeding, legal or equitable, under this Bond shall be instituted in any court of competent jurisdiction where a proceeding is pending between County and the Design-Builder regarding the Design-Build Contract, or in the courts of the County of San Bernardino, or in a court of competent jurisdiction in the location in which the work is located.
- 10. Notice to the Surety, County or the Design-Builder shall be mailed or delivered to the address shown on the signature page.
- 11. Any provision in this Bond conflicting with any statutory or regulatory requirement shall be deemed deleted herefrom and provisions conforming to such statutory requirement shall be deemed incorporated herein.
- 12. Definitions.
 - Balance of the Contract Sum: The total amount payable by County to the Design-Builder pursuant to the terms of the Design-Build Contract after all proper adjustments have been made under the Design-Build Contract, for example, deductions for progress payments made, and increases/decreases for approved modifications to the Design-Build Contract.
 - 12.2 Design-Build Contract: The agreement between County and the Design-Builder identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3 Design-Builder Default: Material failure of the Design-Builder, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Design-Build Contract.
 - 12.4 County Default: Material failure of County, which has neither been remedied nor waived, to pay the Design-Builder progress payments due under the Design-Build Contract or to perform other material terms of the Design-Build Contract, if such failure is the cause of the asserted Design-Builder Default and is sufficient to justify Design-Builder termination of the Design-Build Contract.
- 13. Qualification Regarding Extended Warranties. The Surety's liability for extended warranties for Subcontractors and suppliers shall not apply to a breach of any such extended warranty under the Design-Build Contract that occurs more than one year after the applicable warranty commencement date under the Design-Build Contract.

IN WITNESS WHEREOF, three (3) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Principal and Surety of the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant

to authority of its governing body. Principal and Surety have of this day of, 20	
SURETY:	PRINCIPAL:
Name	Name
Principal Place of Business	Address
By:	Ву:
Signature	Signature
Attorney-In-Fact	Printed Name
Signature	Title

(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)

END OF DOCUMENT

EXHIBIT D

PAYMENT BOND

(Labor and Material Bond)

	S, the County of San Bernardino ("County") has awarded [<u>insert name of Design-Builder</u>] designated as ipal" herein, a contract for the work described as follows:
for the de	AS, on or about, 20, the Principal entered into a Design-Build Contract with the County sign and construction of the work of improvement, which Design-Build Contract and all Contract Documents herein are incorporated herein and made a part hereof by this reference; and
	AS, by terms of the Design-Build Contract, as well as California Civil Code §9550, Principal is required to bond guaranteeing payment of claims.
of Californ Bonded S	EREFORE, Principal and("Surety"), a duly admitted surety in the State nia, are held and firmly bound to the County for payment of the penal sum of \$ ("the sum"), in lawful money of the United States, for payment of which sum Principal and Surety jointly and severally iselves and their heirs, executors, administrators, successors and assigns.
California performar	NDITION OF THIS OBLIGATION IS SUCH THAT if Principal shall fail to pay any of the persons named in Civil Code §9100 for all labor, materials, equipment or services used or reasonably required for use in nce of the Work of the Project, then Surety shall pay for the same in an amount not-to-exceed the Bonded erwise this obligation shall be null and void.
The follow	ving terms and conditions shall apply with respect to this Bond:
ä	The Design-Builder and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to County and to Claimants, to pay for labor, materials and equipment furnished for use in the performance of the Design-Build Contract, which is incorporated herein by reference.
2.	With respect to County, this obligation shall be null and void if the Design-Builder:
	2.1 Promptly makes payment, directly or indirectly, for all sums due Claimants, and
	Defends, indemnifies and holds harmless County from all claims, demands, liens or suits by any person or entity who furnished labor, materials or equipment for use in the performance of the Design-Build Contact, provided County has promptly notified the Design-Builder and the Surety (at the address described in Paragraph 10) of any claims, demands, liens or suits and tendered defense of such claims, demands, liens or suits to the Design-Builder and the Surety, and provided there is no County Default.
3.	With respect to Claimants, this obligation shall be null and void if the Design-Builder promptly makes payment,

Exhibit D - 1

directly or indirectly through its subcontractors, for all sums due Claimants. However, if Design-Builder or its subcontractors fail to pay any of the persons named in California Civil Code section 9100, or amounts due

under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of Design-Builder or subcontractors pursuant to the Unemployment Insurance Code section 13020, with respect to such work and labor, then Surety will pay for the same, and also, in case suit is brought upon this bond, a reasonable attorney's fee, to be fixed by the Court.

- 4. Consistent with the California Mechanic's Lien Law, California Civil Code §§ 8000, et seq., the Surety shall have no obligation to Claimants under this Bond unless the Claimant has satisfied all applicable notice requirements.
- 5. The Surety's total obligation shall not exceed the amount of this Bond, and the amount of this Bond shall be credited for any payments made in good faith by the Surety under this Bond.
- 6. Amounts due the Design-Builder under the Design-Build Contract shall be applied first to satisfy claims, if any, under any Construction Performance Bond and second, to satisfy obligations of the Design-Builder and the Surety under this Bond.
- 7. County shall not be liable for payment of any costs, expenses, or attorney's fees of any Claimant under this bond, and shall have under this Bond no obligations to make payments to, give notices on behalf of, or otherwise have obligations to Claimants under this Bond.
- 8. The Surety hereby waives notice of any change, including changes of time, to the Design-Build Contract or to related subcontracts, purchase orders and other obligations.
- 9. Suit against Surety on this Payment Bond may be brought by any Claimant, or its assigns, at any time after the Claimant has furnished the last of the labor or materials, or both, but, pursuant to California Civil Code §9558, must be commenced before the expiration of six months after the period in which stop notices may be filed as provided in Civil Code §9356.
- 10. Notice to the Surety, County or the Design-Builder shall be mailed or delivered to the address shown on the signature page. Actual receipt of notice by Surety, County or the Design-Builder, however accomplished, shall be sufficient compliance as of the date received at the address shown on the signature page.
- 11. This Bond has been furnished to comply with the California Mechanic's Lien Law, including, but not limited to, Civil Code §§9550, et seq. Any provision in this Bond conflicting with said statutory requirements shall be deemed deleted and provisions conforming to such statutory or other legal requirements shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
- 12. Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Design-Builder shall promptly furnish a copy of this Bond or shall permit a copy to be made.

DEFINITIONS

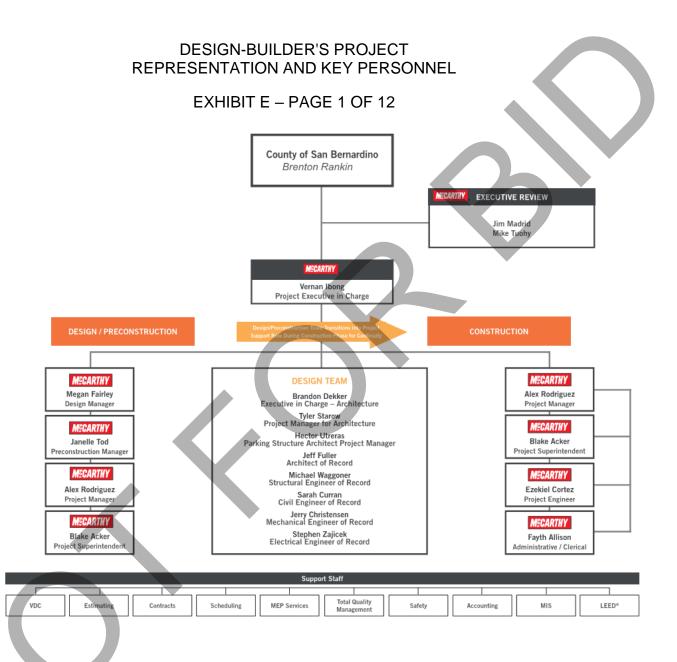
Claimant: An individual or entity having a direct contract with this Design-Builder or with a subcontractor of the Design-Builder to furnish labor, materials or equipment for use in the performance of the Contract, as further defined in California Civil Code §9100. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Design-Build Contract, architectural and engineering services required for performance of the work of the Design-Builder and the Design-Builder's subcontractors, and all other items for which a stop notice

- might be asserted. The term Claimant shall also include the Unemployment Development Department as referred to in California Civil Code §9554(b).
- 13.2 Design-Build Contract: The agreement between County and the Design-Builder identified on the signature page, including all Contract Documents and changes thereto.
- 13.3 County Default: Material failure of County, which has neither been remedied nor waived, to pay the Design-Builder as required by the Design-Build Contract, provided that failure is the cause of the failure of Design-Builder to pay the Claimants and is sufficient to justify termination of the Design-Build Contract.

IN WITNESS WHEREOF, three (3) identical counter deemed an original hereof, have been duly executed each corporate party being hereto affixed and these properties to authority of its governing body. Principal and Surface in the control of the counter of the coun	by Principal and resents duly signerate the bare caused to the bare caused to the bare the ba	Surety of the date set forth below, the name of ed by its undersigned representative(s) pursuant
of this day of	, 20	
SURETY:	PR	INCIPAL:
Name	Na	me
Principal Place of Business	Add	dress
By:	Ву:	
Signature		Signature
Attorney-In-Fact		Printed Name
	Its:	
Signature	_	Title

END OF DOCUMENT

(Attach Attorney-in-Fact Certificate, Corporate Seal and Surety Seal)



DESIGN-BUILDER'S PROJECT REPRESENTATION AND KEY PERSONNEL

EXHIBIT E - PAGE 2 OF 12

Design-Build Team Members

MECARTHY.



Career Summary 12 years with McCarthy 17 total years experience

Education

Bachelor of Science Mechanical Engineering University of California, San Diego

Licenses & Certificates

LEED AP BD + C U.S. Green Bunding Council

Professional & Community Affiliations

U.S. Green Building Council

VERNAN IBONG, LEED AP BD+C

General Contractor Executive-in-Charge of Project

Vernan holds overall responsibility for McCarthy's preconstruction and construction services, and has full authority to allocate the resources of the company as needed. He attends all preconstruction team meetings and coordinates estimating, scheduling, value analysis, design review and subcontracting efforts. Once construction begins, Vernan is present on-site on a regular basis to ensure effective implementation of quality and safety programs, cost control and project close out.

RELEVANT PROJECT EXPERIENCE

BioMed Realty - i3 Tenant Improvements - Illumina; San Diego, CA: \$44.5 million, tenant improvements for our existing i3 project for Illumina.

BioMed Realty Trust 13; San Diego, CA: This \$80 million project consisted of a 750 car subterranean parking garage located below a podium structure with three office buildings above. The total amount of parking is 330,000 SF and the office space totals 235,000 SF. This project also includes a central countyard located on the podium deck and a vegetated roof system on top of each building. The entire building structure is architectural concrete with glass and metal panel elements.

Kaiser Permanente Hesperia MOB; Hesperia, CA: \$28 million, 54,000-sf modular Medical Office Building with sitework improvements in Hesperia, CA. The building will provide primary and specialty care, along with optometry, physical therapy and various healing spaces.

CSU Los Angeles Student Housing East; Los Angeles, CA:\$165 million, CSULA design-build student housing project is a new 380,000 gross square foot student housing facility containing traditional double and triple residence units for freshman and sophomore housing. The project consists of approximately 1,500 beds, and will house gathering spaces including study, fitness, lounge, wellness, laundry, vending, and common kitchen, learning spaces including community and multi-purpose rooms, study with collaboration space and independent study, and administrative spaces such as offices, conferencing and model unit in addition to other support areas. The project is anticipated to be a 5-6 story Type I or II construction. Additionally the project will provide for approximately 15,000 gross square feet of new dining facilities that will incorporate both the new and existing student housing dining program. The project will include site improvements that incorporate circulation improvements back to the campus core and offers a potential site for a future recreation center project.

DESIGN-BUILDER'S PROJECT REPRESENTATION AND KEY PERSONNEL

EXHIBIT E - PAGE 3 OF 12

Design-Build Team Members

M9CARTHY.



Career Summary

7 years with McCarthy 7 total years experience

Education

Bachelor of Science Civil Engineering Loyola Marymount Universit

Licenses & Certificates

Engineer-In-Training (EIT)
NCEES
First Aid/SPR
American Safety & Health Institute
OSHA 36-Hour Construction Safety &
Health
OSHA

Professional & Community Affiliations

Tau Beta Pi National Honor Society in Engineering

General Member, Women in Construction

MEGAN FAIRLEY, EIT

Designer Manager

Megan works closely with the Project Director. Preconstruction Director and the design team to provide design feedback and evaluate, develop and implement constructible solutions from the construction documents prepared by the architecture and engineering team during procurement, value engineering and preconstruction planning. She will work closely with the design team to ensure that, as a team, we are adhering to schedule deliverables that are within the project scope and budget.

RELEVANT PROJECT EXPERIENCE

Sunset Bronson Studios CUE Office Building, Hollywood, CA; \$28 million, 100,000-sf, 5-story, cast-in-place HUB at Sunset Bronson Studios with GFRC facade and rootop estertainment space.

Los Angeles Community College District - LA Valley College Monarch Center, Los Angeles, CA; \$29.6 million, 40,482-sf, design-build Student Union which includes a bookstore, food services, Associated Student Union Office Suite and Student Spaces, Student Health Center, Business Office and Loading Receiving Area.

St. Jude Medical Center Northwest Tower & Central Plant, Fullerton, CA; \$235.6 million, 214,000-sf, design-build, 4-story, acute care building with a connecting bridge to level four of the existing hospital building and a 14,000-square-foot central plant and related site work.

Providence Tarzana Reimagined, Tarzana, CA; \$323 million, 260,000-sf, Providence Tarzana Medical Centers total campus transformation which included: New 200,000-sf Patient Tower & Central Plant, 33,000-sf D&T and Lobby Expansions as well as 95,000-sf of seismic retrofit and renovations to existing Buildings.

Santa Barbara Cottage Hospital Phase 6, Santa Barbara, CA; \$120.2 million, 136,000-sf, Phase 6 of the Santa Barbara Cottage Hospital campus expansion includes the construction of 2 buildings. The Diagnostic and Treatment building is a 4-story (3 up, 1 down), 73,000-sf facility. The Patient Pavilion is a 3-story, 63,000-sf, 90-bed patient tower.

Torrance Memorial Medical Center, Torrance, CA; \$322.8 million, 398,340-sf, 8-level replacement hospital. The patient tower features the latest medical technologies, 256 private rooms and 18 surgical and interventional treatment rooms, including the South Bay's first hybrid operating room. The basement in the 7-level patient tower houses a central utility plant and a tunnel connection leading to the existing hospital facility.

DESIGN-BUILDER'S PROJECT REPRESENTATION AND KEY PERSONNEL

EXHIBIT E - PAGE 4 OF 12

Design-Build Team Members





Career Summary 7 years with McCarthy 11 total years experience

Education

Bachelor of Science Construction Engineering Management California State University, Long Beach

Licenses & Certificates

Qualified SWPP Practitioner (QSP)
California Stormwater Quality Association
Certifical Exorion, Sediment & Storm Water
Inspector (CESSWI)
Certified Inspector of Sediment and Erosion
Control

ALEX RODRIGUEZ

General Contractor Project Manager

Alex functions as McCarthy's on-site team leader. He is on-site full-time and is the primary point of interface for the architect and the owner throughout construction and project close-out. He assists in negotiation and buy-out of contracts and purchase orders, finalizes the master construction schedule and coordinates contractor activities and manpower requirements. Alex has responsibility for final review and approval of the schedule of values and monthly pay requests. He chairs construction meetings and coordinates equipment start-up, final inspections, owner instructions and building occupancy.

RELEVANT PROJECT EXPERIENCE

Water's Edge III; Playa Vista, CA: \$78.6 million, four-story office over two below and two above grade levels of parking. The building will be integrated within the existing development through landscaped courtyards, parking and open spaces at both the pedestrian and podium levels.

Bob Hope Airport Regional Intermodal Transportation Center (RITC);
Burbank, CA: This project was a \$80.9 million, new, 507,766-sf, 3-level design-build Parking Structure (RITC) now used to serve rental car companies and poblic transportation hub (Buses). The center was finished with complete rental maintenance Facilities, Rental Check in/Check out and rental car company offices. Off site improvements include new traffic signals, street improvements and utility infrastructure.

Metro Division 13 Bus Maintenance Facility; Los Angeles, CA: \$93 million, 217,074-sf, 3-level, concrete, cast-in-place parking structure. This Bus Maintenance & Operations Facility is designed to accommodate 200 CNG buses, maintenance building, vehicle washing and service. Project also included an associated street utility tie in and site improvements.

Rancho Santiago Community College District Santa Ana College New Central Plant; Santa Ana, CA: \$45 million new central utility plant and infrastructure upgrades throughout the campus. The Plant also includes athletic restrooms, offices and storage, and will provide a dramatic new entrance to the College's ball fields. Along with the Plant McCarthy is completely replacing the campus's utility infrastructure. This work includes all new sanitary sewer, domestic water, fire water, electrical and communications, chilled water supply and return and gas systems.

Omni West County of Riverside DPSS, Norco; Norco, CA: \$9 million, 50,000-sf, new, 1-level, Regional Self-Sufficiency Office will house up to 261 staff for the Department of Public Social Services. The project also included full site build-out and off-site improvements.

DESIGN-BUILDER'S PROJECT REPRESENTATION AND KEY PERSONNEL

EXHIBIT E - PAGE 5 OF 12

Design-Build Team Members





Career Summary 13 years with McCarthy 32 total years experience

Licenses & Certificates

OSHA 10-Hour Construction
Supervisory Crane Training
Inspector of Record (IOR)
OSHA 30-Hour Construction Safety &
Health
Carpenter Apprentice
SATC Cappenters Apprentice Program

BLAKE ACKER

General Contractor Project Superintendent

Blake is responsible for overall coordination, supervision and inspection of all field installations. He coordinates and provides temporary jobsite facilities. He participates in finalizing the master construction schedule and monthly schedule updates, develops short term schedule activities and provides field construction coordination, supervision and inspection. He reviews and adjusts manpower requirements, coordinates and interfaces with independent and public inspection agencies, and monitors quality of all construction activities on a continuous basis. He attends quality control pre-installation meetings for all subcontractors and is directly responsible for safety of all field personnel.

RELEVANT PROJECT EXPERIENCE

Water's Edge III; Playa Vista, CA \$78.6 million, four-story office over two below and two above grade levels of parking. The building will be integrated within the existing development through landscaped courtyards, parking and open spaces at both the pedestrian and podium levels.

Sunset Bronson Studios CUE Office Building, Hollywood, CA; \$28 million, 100,000-sf, 5-story, cast-in-place HUB at Sunset Bronson Studios with GFRC facade and rooftop entertainment space.

Chapman University Musco Center for the Arts; Orange, CA: \$60 million, 88,132-sf, 1,050-seat, integrated performance facility, enhancing the visibility of the Arts on campus, and creating a new front door for the University. The facility features a multi-purpose Proscenium-style theater hall, rehearsal space, associated performer and support space and storage, administrative offices, and a multi-level lobby.

South Orange County Community College District Advanced Technology Education Park; Tustin, CA: \$16 million, design-build, classroom building on the Advanced Technology Education Park (ATEP) Campus.

Torrance Memorial Medical Center Lundquist Tower; Torrance, CA: \$322.8 million, 398,340 sf, 8-level replacement hospital. The patient tower features the latest medical technologies, 256 private rooms and 18 surgical and interventional treatment rooms, including the South Bay's first hybrid operating room. The basement in the 7-level patient tower houses a central utility plant and a tunnel connection leading to the existing hospital facility.

Kaiser Fontana; Fontana, CA: \$426.5 million, 481,000 sf, design-assist, 7-level, 312-bed, steel frame, curtain wall and plaster exterior replacement hospital, 50,000 sf medical office building and 33,000 sf, steel frame with plaster skin Central Utility Plant that houses all electrical and mechanical distribution for main hospital and medical office building.



DESIGN-BUILDER'S PROJECT REPRESENTATION AND KEY PERSONNEL

EXHIBIT E - PAGE 6 OF 12

Design-Build Team Members

CANVONDES GN



Career Summary

11 years with CannonDesign 17 total years experience

Education

Master of Science Construction Management Drexel University Bachelor of Arts Business Vanguard University

Licenses & Certificates

Designated Design - Build Professional Design - Build Institute of America LEED Green Associate

Professional & Community Affiliations

Board Member, Design-Build Institute of America (DBIA) Western Pacific Region Board Member, Construction Management Association of America, Southern California Chapter

Member, Urban Land Institute (ULI)

BRANDON DEKKER, M.S., DBIA, LEED GA

Executive in Charge - Architecture

As Principal-in-Charge, Mr. Dekker's responsibilities include building relationships with clients while collaborating with the operations team to deliver "best in class" professional services and quality projects. With a focus on the overall success of the project, Mr. Dekker is an expert in the development of customized solutions for clients that satisfy their unique concerns and needs.

RELEVANT PROJECT EXPERIENCE

County of San Bernardino, District Attorney Fontana Office Relocation; San Bernardino, CA: Provided architectural design services for the relocation of the Fontana District Attorney Office to the 2nd floor of the Rancho Courthouse. The 12,057-sf renovation and remodel houses staff, conference/interview

rooms and clerical spaces for the District Attorney, Special Victims Unit and Bureau of Investigation into a single collaborative space.

College of the Desert East Valley Education Center; Indio, CA: The 2.5 acre, \$15 million facility contains administrative and financial offices, 12 classrooms, two labs, two conference/training centers, two meeting rooms, an active learning lab, and retail space as a revenue generator.

City of Orange, Steve Ambriz Memorial Park; Orange, CA: Project Advisor for the construction of a 10.5 acre sport park. Features include two ball fields with associated park lighting, a parking lot, restroom facilities, multipurpose room, play areas, athletic courts, and related amenities.

County of Riverside, Marion V. Ashley Community Center; Romoland, CA: Project Advisor for Riverside County's new 15,000 f Community Center, Childcare Center and 12-acre Park Project which included play areas, a gymnasium, and multi-purpose rooms.

City of Newport Beach, Oasis Senior Center; Newport Beach, CA: Project Liaison for the new 35,000-sf LEED Silver Senior Center. The project includes educational classrooms, an exercise and wellness center, and a kitchen. Project phasing was critical to ensure minimal disruption to staff.

Kern Community College District, Cerro Corso College Main Building Modernization; Ridgecrest, CA: \$13.2 million renovation and remodel of approximately 34,000-sf of an existing, three-story building, including upgrades to the project site, parking, the addition of a bridge to the parking areas, and upgrades to the existing mechanical, electrical, plumbing and fire protection systems.

DESIGN-BUILDER'S PROJECT REPRESENTATION AND KEY PERSONNEL

EXHIBIT E - PAGE 7 OF 12

Design-Build Team Members

CANNONDESIGN



Career Summary 20 years with CannonDesign 30 total years experience

Education

Bachelor of Fine Arts Interior Architectural Design California State University, Long Beach

Licenses & Certificates Licensed Architect, CA 081353 LEED Green Associate

JEFF FULLER, LEED GA

Architect of Record

Jeff has 30 years of experience in architecture. His experience includes educational, commercial, industrial, food service and interiors. With knowledge in many types of construction, structural detailing, HVAC design, title 24 compliance, custom light fixture and furniture design, he brings a well-rounded wealth of abilities to a project. Mr. Fuller's abilities support our goal of completing successful educational projects within budget and on schedule.

RELEVANT PROJECT EXPERIENCE

Kramer Wilson Office Building Tenant Improvement; Van Nuys, CA: Contury National Insurance Company and its parent company Kramer Wilson were operating out of two buildings and wanted to consolidate from a 40,000of building into a smaller two-story 34,970 of for its 213 employees.

Pomona Valley Hospital Medical Center, Parking Structure and Heliport; Pomona, CA: The project consists of a new 6 story parking structure with a Helipad. It provides parking for 342 cars in the 146,150-sf garage. The exterior of the building utilizes green screens and other landscape elements to mask the nature of its use. The new structure also created a new covered drop off for Emergency Room patients as well and much need Accessible parking for the Emergency department.

College of the Desert East Valley Education Center; Indio, CA: The 2.5acre, \$15,000,000 facility contains administrative and financial offices, 12 classrooms, two labs, two conference/training centers, two meeting rooms, an active learning lab, and retail space as a revenue generator.

Jerome's Furniture, Various Furniture Showrooms; Architectural services for five showrooms throughout Southern California. Our team developed multiple design concepts for the exteriors along with a complete design budget.

San Diego Community College District, Norco College Soccer Complex Design-Build; Norco, CA: Project Manager for this 10-acre Soccer Complex overlooking the main campus includes two soccer fields, one for competition and the other specifically designed for practice, both constructed of competition grade synthetic turf that allows for consistent play in all weather conditions. The project also includes team lockers, public restrooms, a concession area and support facilities for field maintenance.

DESIGN-BUILDER'S PROJECT REPRESENTATION AND KEY PERSONNEL

EXHIBIT E - PAGE 8 OF 12

Design-Build Team Members

CANNONDESIGN



Career Summary 4 years with CannonDesign 7 total years experience

Education

Master of Architecture NewSchool of Architecture & Desig Bachelor of Arts History University of Colorado, Boulder

Licenses & Certificates

Associate Member, American Institute of Architects (AIA)

Professional & Community Affiliations

Architects

Member, National Council of Architectura

Member, National Coun**cil of A**rchitectura tegistration Boards

Member, Design-Build Institute of America

TYLER STAROW, ASSOC. AIA

Project Manager for Architecture

Tyler is an accomplished and versatile designer with six years of experience. He excels in space planning, digital modeling and 3D rendering. As designer at CannonDesign, Tyler has been instrumental on commercial, healthcare and civic tenant improvement projects. His responsibilities include the assurance of design excellence from project conception though construction. He is highly motivated, dependable and well versed in a wide range of building technologies and multiple architectural modeling styles.

RELEVANT PROJECT EXPERIENCE

Incipio Technologies, Inc. New Headquarters: Irvine, CA: Lead Designer for this design-build, 60,000-sf renovation. Designed to function as one large collaborative workspace. At its core is a large sculptural wooden structure which pays homage to the Incipio Group brand.

CannonDesign, Los Angeles Office Relocation; Los Angeles, CA:
CannonDesign's Pasadena and Ceptury City offices are strategically relocating to Dovunown Los Angeles. Tyler is the Project Designer for the 15,000-sf design-build tenant improvement of the 48th floor. The space will feature open work areas emphasizing the 360° views overlooking downtown and includes a robot room and model shop.

Incipio Technologies, Inc. Incase Tenant Improvement/Store; Los Angeles, CA: Lead desisnger for this design-build tenant improvement: first floor and mezzanipe level tenant improvement (interior only). 3,835-sf (m) merchantile occupancy. Scope included retail space, conference room and break room new opening in the second-floor slab for a new non-egress stair and a new egress stair from the first floor to mezzanine level. Second floor tenant improvement (interior only) included 3,200-sf (b) business occupancy and three offices, conference room and open area work space.

Children's Hospital of Orange County, Thompson Autism Center;

Orange, CA: Project Coordinator; this project will consist of a build-out of approximately 17,000-sf located on all of the first floor and a portion of the second floor. Scope includes administrative offices, executive office space, conference rooms and exam rooms.

Pomona Valley Hospital, East Campus, Medical Staff and Doctor's

Lounge; Pomona, CA: Designer for this renovation of existing hospital space which is currently being used as a swing space for administrative support staff, into offices for the Medical Director and his staff, and a doctors' lounge. The new office space and doctors' lounge are designed to meet the medical staff's current needs.

DESIGN-BUILDER'S PROJECT REPRESENTATION AND KEY PERSONNEL

EXHIBIT E - PAGE 9 OF 12

Design-Build Team Members





Career Summary

27 years with FWCSE 32 total years experience

Education

Master of Science Structural Engineering University of California, Berkeley Bachelosef Sprieme Civil Engineering California State Polytechnic University Pomona

Licenses & Certificates

Structural and Chyll Engineer in All Western States

Professional & Community Affiliations

Structural Engineers Association of Southern

Earthquake Engineering Research Institute American Concrete Institute

MICHAEL WAGGONER, SE

Structural Engineer of Record

Michael will serve as the structural engineer of record and will contribute to the team with his strong technical expertise, a broad knowledge of building systems and a singular devotion to high quality construction documents. He will ensure the structure receives creative and sound solutions and oversees quality control to achieve the chent's objectives for a safe and durable facility. His leadership in developing exponential engineering solutions has been instrumental to many successful projects including over 75 large parking structures throughout California.

RELEVANT PROJECT EXPERIENCE

County of San Bernardino Building 303 Parking Structure; San Bernardino, CA. 95,600-sf, 2-level, 292-car design-build parking structure to service a San Bernardino Court and Administrative Building.

San Bernardino Valley College Parking Structure; San Bernardino, CA: This is a 6-level, 1,205-car structure with 3 pedestrian bridges connecting it to adjacent buildings. Construction consists of post-tensioned concrete slabs and columns and the lateral system is made up of concrete moment frames.

Azusa Park and Ride Parking Structure; Azusa, CA: A 4-level above grade parking structure with 181,000-sf and 547 parking stalls. The structure consists of post-tensioned concrete and lateral shearwalls and includes rooftop parking, bus bays for loading and unloading passengers and for layover parking, as well as electric bus charging stations.

Henry Mayo Parking Structure; Santa Clarita, CA: 245,000-sf, 5-level, 750-car parking structure with a Helipad on the top level for the Henry Mayo Hospital. The structure has long-span concrete post-tensioned beams and slabs with special concrete shearwalls as the lateral system.

Sharp Memorial Parking Structure Expansion; San Diego, CA: A 5-level, 210,000 -sf, 635-car parking structure. FWC served as engineer of record for the cast-in-place long-span concrete structure which included the design of the connection to the existing structure and the structural steel for roof top shade structures.

Loma Linda FMO Parking Structure; Loma Linda, CA: 6-level, 1,320-car, 334,000-sf post-tensioned concrete structure. FWC designed the exterior cold-formed steel framing and structural steel stairs as well as a pre-cast pedestrian bridge that spans across a 4-lane highway with median to connect the structure to the nearby hospital.

Exhibit F - 1

EXHIBIT E

DESIGN-BUILDER'S PROJECT REPRESENTATION AND KEY PERSONNEL

EXHIBIT E - PAGE 10 OF 12

Design-Build Team Members

PSOMAS



Career Summary 4 years with Psomas 17 total years experience

Education

Bachelor of Science Civil Engineering University of Vermont

Licenses & Certificates

Professional Engineer/Civil/#69620

Professional & Community Affiliations

ACE Meator, San Diego

SARAH CURRAN, PE, LEED AP

Civil Engineer of Record

Sarah has over 17 years of civil engineering experience including consulting for site development projects throughout Southern California. As Project Manager, Sarah will oversee the civil engineering elements of the project including grading, drainage, utility and stormwater management designs. Her background, ranging from code enforcement to master planning, final project design, and construction administration, leads to creative, feasible and sustainable civil engineering designs from concept to implementation.

RELEVANT PROJECT EXPERIENCE

Venice High School, Comprehensive Modernization; Venice, CA: Quality control reviewer for Psomas, currently providing civil engineering services for the \$100+ million comprehensive modernization of Venice High School. The scope of services comprised of site and infrastructure improvements which included sanitacy sewer, water, stormwater, and upgrades to existing facilities to remove identified and prioritized parriers to program accessibility.

Orange Coast College, Student Housing P3; Costa Mesa, CA: Quality control reviewer from Psomas, currently providing civil engineering services for the design and construction of a new 324,000 SF, 819-bed apartment complex. Psomas' scope of services included schematic design, traffic engineering, design development, construction documents, on-site hydrology study, campus infrastructure connections, DSA processing support, and construction observation. Additional civil engineering services included the development of a Storm Water Pollution Prevention Plan (SWPPP).

Los Angeles County, Martin Luther King Medical Center, Site Utility Make Ready; Los Angeles, CA: Project Manager for civil engineering design and construction administration services including rough grading, drainage, and utilities designs in anticipation of design-build improvements. Documents included rough grading for future buildings; drainage; utilities demolition, relocation and new, as required to prepare the site for design-build projects.

Los Angeles County, Martin Luther King Medical Center Outpatient
Center Scoping Documents; Los Angeles, CA: Project Manager for civil
engineering modified design development level scoping documents to support
the design-build bid process. Prepared modified design development level
designs for grading, drainage, utilities, street improvements and stormwater
management. Provided bid support in the form of attendance at pre-bid
meetings and review of technical bid documents. Provided design-build
construction administration support.



EXHIBIT E

DESIGN-BUILDER'S PROJECT REPRESENTATION AND KEY PERSONNEL

EXHIBIT E - PAGE 11 OF 12

Design-Build Team Members





Career Summary 3 years with Couts 37 total years experience

Education

Bachelor of Science Mechanical Engineering California State Polytechnic University, Pomona

Licenses & Certificates

Registered Mechanical Engineer State of California M25923

Professional & Community Affiliations

LEED Building Green Associate

JERRY CHRISTENSEN, PE

Mechanical Engineer of Record

Lead Mechanical Engineer – Engineering Department Manager Special Projects Design Support. Engineering design for design-build projects from pre-bid concepts through completion. Registered Mechanical Engineer, Design/Technical support for all departments within the company. Value Engineering technical support.

RELEVANT PROJECT EXPERIENCE

Universal Health Services, Inc.; Various Cities, CA: \$1.6 Million, Current projects \$400K / Design — Design Assistance, design-build. Surgery rooms, Pharmacies, Patient rooms, Kitchens, Labs, Equipment replacements, Design Development assistance.

Rancho Los Amigos Rehabilitation Center; Downey, CA: \$5.4 Million Preconstruction design assistance of HVAC systems.

Bellflower Event Center & Fire Museum; Bellflower, CA: \$633K Rooftop VAV's w/Reheat & Kitchen Exhaust.

Edgewater Towers Condominiums; Pacific Palisades, CA: \$6.5 Million HVAC Upgrades & Interior Renovations,

UC Irvine McGaugh Hall; Irvine, CA: \$7.3 Million Design-build. Biological labs & BSL labs/Air locks & containment rooms.

UC Irvine McGaugh Hall; Irvine, CA: \$3 Million+ Research Labs, BTU Meter Projects, Equipment Change outs, Various Lab Projects, air lock and containment rooms, fume hoods and clean rooms.

Needles Middle School; Needles, CA: \$300K Mechanical work – classrooms & locker rooms.

Beckman Coulter; Brea, CA: \$3 Million Large Office Bldg., 2 Central Plants.

HMC World Headquarters; \$1.1 Million Mechanical Engineer of Record – concept to completion.

Fischer Scientific, Chino Industrial Park; Chino, CA: \$3 Million - Industrial ventilation of (5) large tilt up buildings. Mechanical Engineer of Record / Project Manager - Concept to completion.

West Covina Unified School District; West Covina, CA: \$4 Million Modernization projects for seven schools.

EXHIBIT E

DESIGN-BUILDER'S PROJECT REPRESENTATION AND KEY PERSONNEL

EXHIBIT E - PAGE 12 OF 12

Design-Build Team Members





Career Summary 40 years with FBA Engineering 42 total years experience

Education

Bachelor of Science Electrical Engineering University of Illinois

Licenses & Certificates

Professional Electrical Engineer, California 1980 – License # E10372

Professional & Community Affiliations

National Council of Examiners for Engineering and Surveying – NCRES Institute of Electrical and Electronic Engineers – INEE Illuminating Engineering Society – IES

STEPHEN R. ZAJICEK, PE

Electrical Engineer of Record

Stephen has extensive experience in a wide variety of Educational Master Planning/Central Plants, Municipal, Public Works, Institutional, Commercial and Industrial projects. His technical expertise includes Needs Assessments, Energy Audits, and the ability to develop multiple solutions to electrical problems faced by Owners and Building Managers.

Stephen has extensive background in the design and construction of Lighting, Power, and Control Systems with emphasis on Energy-Efficiency and Sustainability. He has personally designed and supervised the design of Fire Alarm, Telecommunications, Television, Public Address and Sound Reinforcement systems, Computer Networks, and Intrusion Detection systems. He is also familiar with Bidding and Contract Administration, including Managed Bids and Phased Construction.

RELEVANT PROJECT EXPERIENCE

San Bernardino Courthouse Annex Building; San Bernardino, CA: Design-Bid Build, Renovation of the 1st, 2nd and 3rd floors totaling 39,000-sf including Office Space and Courtrooms.

2020 Main Street; Irvine, CA: Design-Bid-Build, 12-Story Office Building, 268,000-sf, on-going remodels as required for tenant turn-over.

Experian Corporate Headquarters; Costa Mesa, CA: Design-Bid-Build, Complete Remodel of two 4-Story Office Buildings, totaling 250,000-sf, including Office Space, Breakrooms, ODF and BDF Rooms and a new Network Operations Center.

SpaceX Parking Structure; Hawthorne, CA: Design-Build, Parking Structure of 375,000-sf, approximately 1,200 stalls.

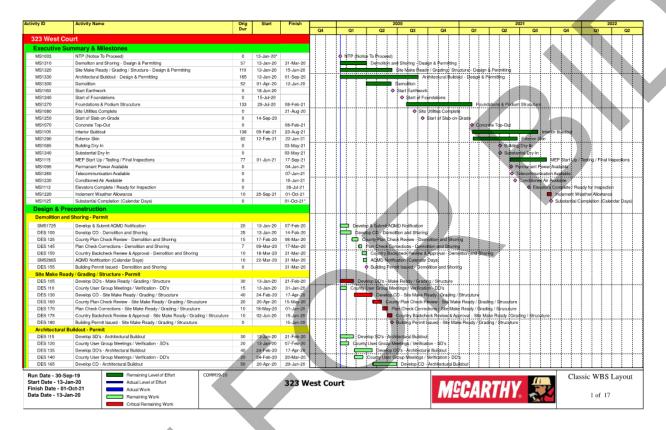
USC Shrine Parking Structure; Los Angeles, CA: Design-Build, Parking Structure 395,000-sf, approximately 1,300 stalls.

LA Harbor College, West Parking Structure; Los Angeles, CA: Design-Build, Level parking structure, 271,000-sf, 926 stalls.

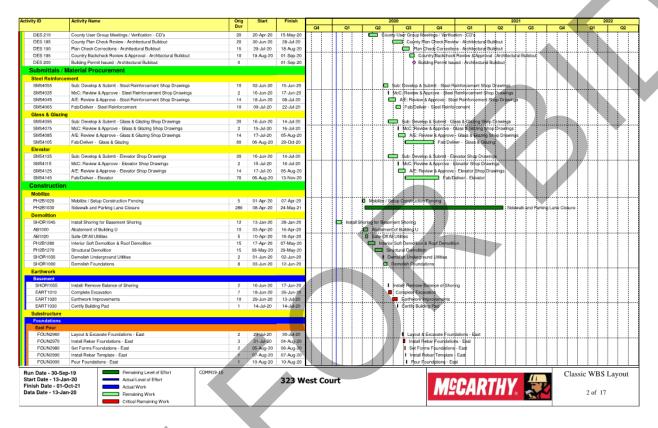
Loma Linda University Parking Structure; Loma Linda, CA: Design-Build, Six Levels with Pedestrian Bridge. New Parking Structure, 335,000-sf, 774 Stalls.

West Los Angeles College Parking Facility Lot 8; Los Angeles, CA: Design-Build Parking Structure of approximately 302,000-sf, with space for 1,000 stalls.

SUBMITTAL SCHEDULE - EXHIBIT F PAGE 1 OF 17



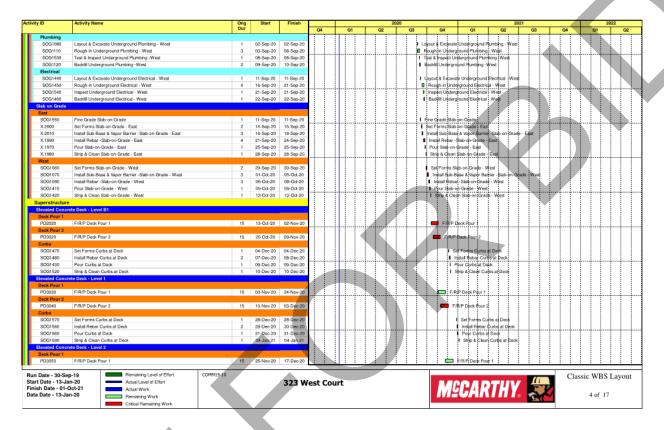
SUBMITTAL SCHEDULE - EXHIBIT F PAGE 2 OF 17



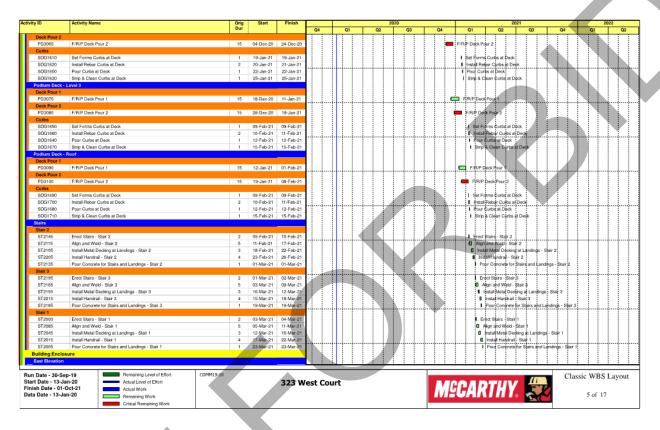
SUBMITTAL SCHEDULE – EXHIBIT F PAGE 3 OF 17

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		Dur			Q4	Q1		Q2		Q3	Q4	Q1		Q2		Q3		Q4		Q1		Q
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FOUN1410	Install Rebar Foundations - West	3	05-Aug-20	07-Aug-20			1 1				l Bebar Foundati					1	4	M		1.7		lik.
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FOUN1430	Install Rebar Template - West	1	12-Aug-20	12-Aug-20							all Rebar Templat								N.	1 7	. 17	
FOUN1440	Pour Foundations - West	1	13-Aug-20	13-Aug-20			T				r Foundations - V									J 7	/ T	N
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FOUN2890	Install Rebar Vertical - East	4	13-Aug-20	18-Aug-20		1 1	1 1	1 1		• Inst	tal Rebar Vertical	East	-14				N.	1				. !
FOUN2900	Set Forms - East	3	19-Aug-20	21-Aug-20		11111				I Set	t Forms - Eakt	T						T	·T	1.4		¥
FOUN3230	Pour Vertical - East	1	24-Aug-20	24-Aug-20			1 1	- 1 1		I Po	our Vertical - East	1 1 1					1	-	. 1	1 7		Æ.
FOUN3240	Strio & Clean Vertical Formwork - East	- 1	25-Aug-20	25-Aug-20			1 1	- 1 1		I Str	rig & Clean Vertic	d Fortzwock-	East			- 411			N.	1 7		
Basement Wall	s/ Columns West				1 1	1 1	: :	- 1 1	- 1		1 1 1									. 1		4
FOUN3030	Layout Vertical - West	1	17-Aug-20	17-Aug-20			1 1	- 1 1		Liav	out Vertical - We	4 1			-14			l N		Al P		
FOUN3040	Install Bebar - West	4	18-Aug-20	21-Aug-20		1				0 Inst	stall Rebar - West	111-1	4					†***†			/ -	
FOUN3050	Set Forms - West	3	20-Aug-20	24-Aug-20	1 1	1 1	1 1	1 1	- 1		t Forms - West	1 1 1		М				1	1	JE 7		÷
FOUN3070	Pour Vertical - West	1	25-Aug-20	25-Aug-20			1 1	- 1 1			out Vertical - Wes	4 1 1						l l	481	/ :		
FOUN3020	Strip & Clean - West	1	26-Aug-20				1 1	- 1 1			rin & Clean - We		1					1.4	- 17	1 7		
Elevator Pits			ze rag ze	Lo ring Lo	1 1	1 1	1 1	- 1 1	- 1	1 1	T-1-1	7 : :			1 1	L I			- A	1 7		÷
Elevator Pit #1				_		!!	+				++	†				-			r.÷	+	/ -	-+-
FOUN1015	Excavate For Elevator Pit	- 1	12-Aug-20	12-Aug-20			1 1	- 1 1		1	Wate For Elevator	Die .	1		- 1		-4111			1 7		
X.FOUN1025	Form Foundations	2	13-Aug-20	14-Aug-20		1 1	1 1	- 1 1	-1.4		m Fountiations	T"	-					ri	- 1	1 7		
X.FOUN1045	Set Reber	2	17-Aug-20	18-Aug-20	1 1	1 1	1 1	- 1 1	- 14		Habar	1 1 1	1			- 1		1		1 7		÷
X.FOUN1055	Pour Foundations	2	19-Aug-20	19-Aug-20			1 1		4		ur;Foundations					1	7	1		1 7		
X.FOUN1065	Strip Formwork Foundations	- :		20-Aug-20			÷				ip:Formwork/Fou	bb+-									· -	
FOUN2870	Set Rebar For Elevator Pit Slab	2	20-Aug-20	24-Aug-20		1 1	1 1	- 14 1	1	501	t Rebar For ⊞ev	nosnons no ca						1 1		1 7		
FOUN1060	Pour Elevator Pit Slab	2	21-Aug-20 25-Aug-20				1 1	40			out Elevator Pt Si									1 1		
		1		25-Aug-20			1 4											1 1		1 7		
FOUN1020	Place Forms and Rebar For Elevator Pit Walls	3	26-Aug-20	28-Aug-20		111	1.4		- 1		late Forms and F		aler Pit	Walls				1 1		1 7		
FOUN1090	Pour Elevator Pit Walls	1	31-Aug-20	31-Aug-20			4	4			our Elevator Pit V			<u> </u>				<u></u>		4		<u>i</u>
FOUN2860	Cure Elevator Pit Walls (Calendar Days)	5	01-Sep-20	05-Sep-20			1 1	3 1			Care Elevator Pit		lar Days					1		1 7	1 1	
FOUN1085	Strip Elevator Pit Walls	1	01-Sep-20	01-Sep-20			1 1	- 174			Strip Elevator Pit V							1 1		1 7		
FOUN1095	Backfill Elevator Pit Walls	3	02-Sep-20	04-Sep-20			1 1	- 1 1			Backfill Elevator P		1					1		1 7		i
FOUN1100	Waterproof Elevator Pit	2	02-Sep-20	03-Sep-20				- 1 1	1	3,1	Waterproof Bleva	ter Pit						1		1 7		
Underground M	EPs .					1	11		!		<u>.iii</u>	<u> </u>	<u></u>	<u> </u>				<u>i i</u>	<u>i</u>			<u>i.</u> .
East							•													1		
Plumbing							1 7		. 1	3		1 1 1						1		1 7		1
X.1770	Layout & Excavate Underground Plumbing - East	1	26-Aug-20	26-Aug-20			1 1	3 1	N		sybut & Excavate							1		1 7	1 1	
X.1780	Rough-in Underground Plumbing - East	3	27-Aug-20	31-Aug-20	/ i i		1 1	- 1	B. 1		Rojogh-in Undergr							1 1		1 7		
X.1800	Test & Inspect Underground Plumbing - East	1	31-Aug-20	31-Aug-20	l. i i	111				i i t	est & Inspect Unc	ferground Mu	mbing -	East				1		1 7		i
X.1790	Backfill Underground Plumbing - East	1	01-Sep-20	01-Sep-20			-	1) B	Babidill Undergrou	Ad Plumbing -	East					Т	·T	1		T
Electrical							1 1	- 1 1			1 1 1							1 1		1 7		
X.1740	Layout & Excavate Underground Electrical - East	1	02-Sep-20	02-Sep-20		111	1 1	- 1 1			Layout & Exceptate							1 1		1 7		
X.1750	Rough-in Underground Electrical - East	4	03-Sep-20	09-Sep-20	M I	111	1 1				Floughein Under	ground Electric	al Eas					1 1		1 1	/ I	i
X.1730	Inspect Underground Electrical - East	1	09-Sep-20	09-Sep-20		111	1 1	- 1 1/2		1	Inspect Undergr	und Electrical	- East					1		1 7		
X.1760	Backfill Underground Electrical - East	1.	10-Sep-20	10-Sep-20	1	1					Backfill Undergro	and Bectrical	- East					111		7		
West									4												止	
un Date - 30-Se	p-19 Remaining Level of Effort COMM19	9-10		_	-													C	lacci	c Wi	BS La	220
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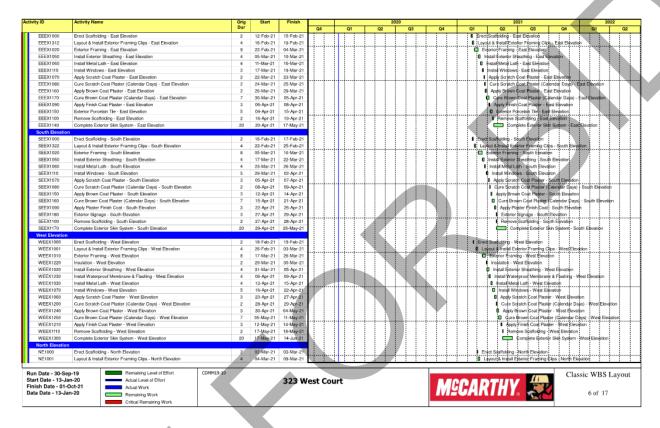
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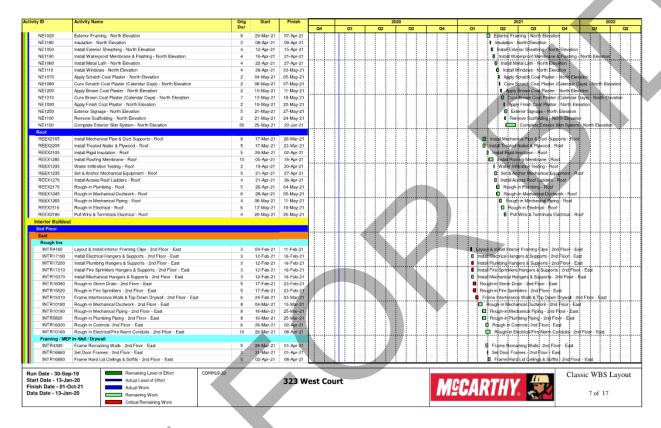
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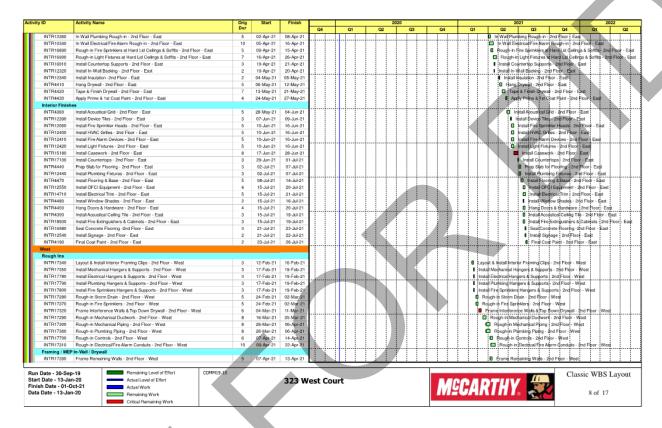
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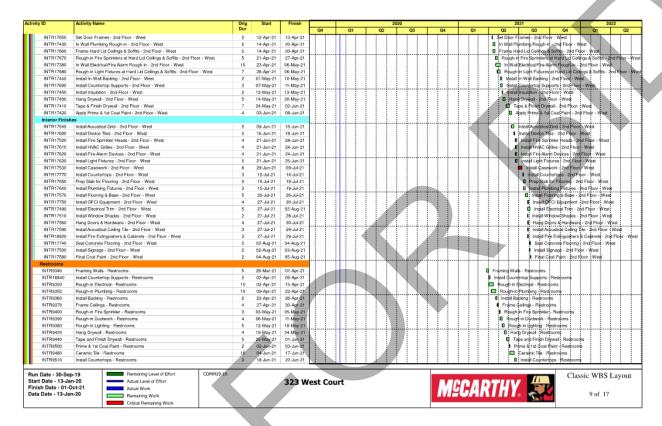
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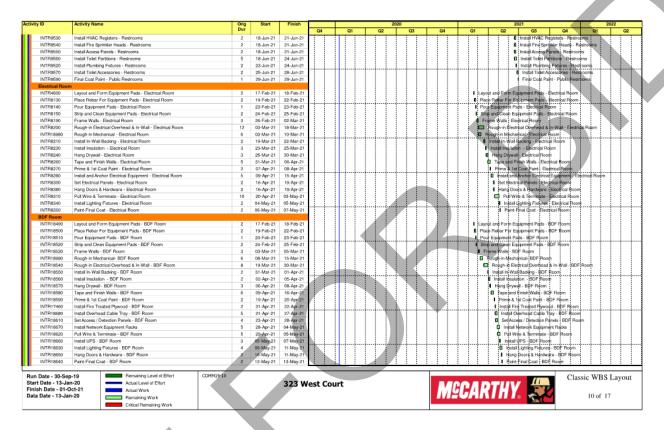
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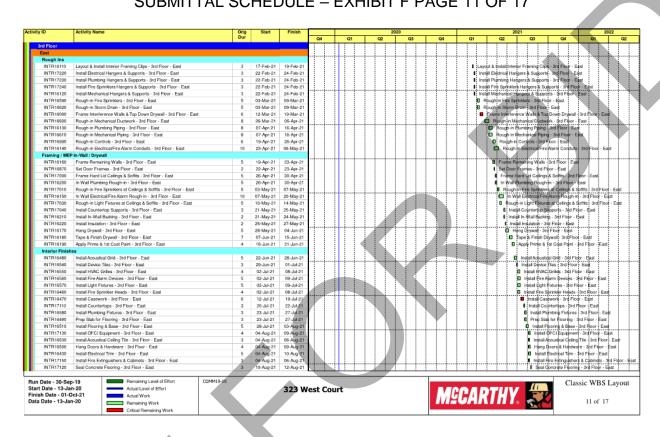
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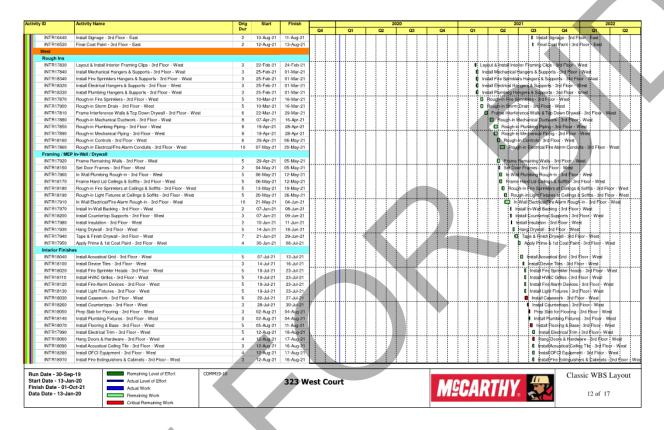
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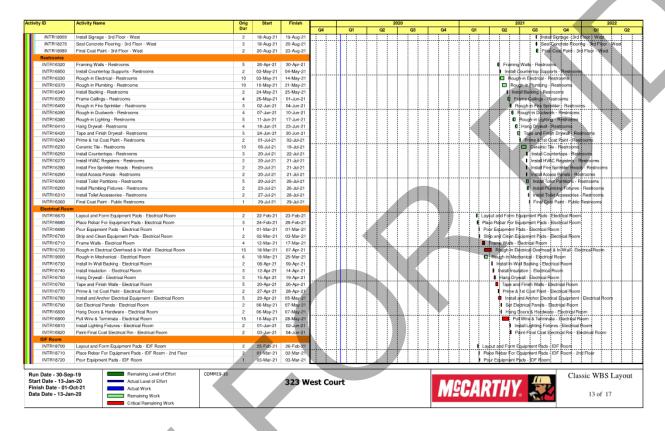
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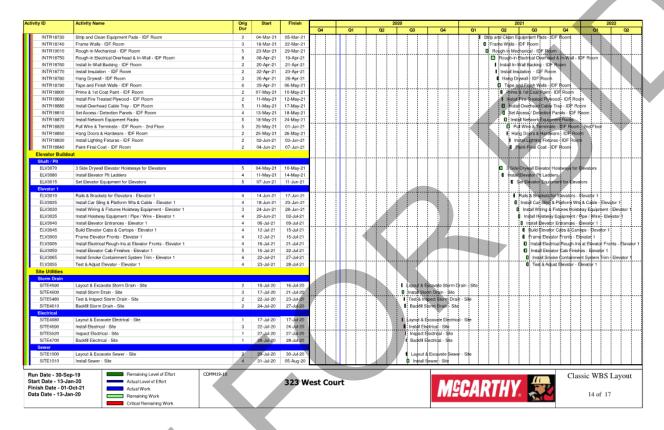
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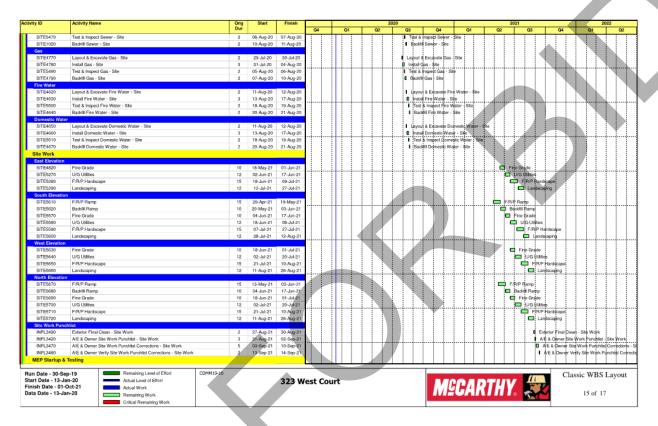
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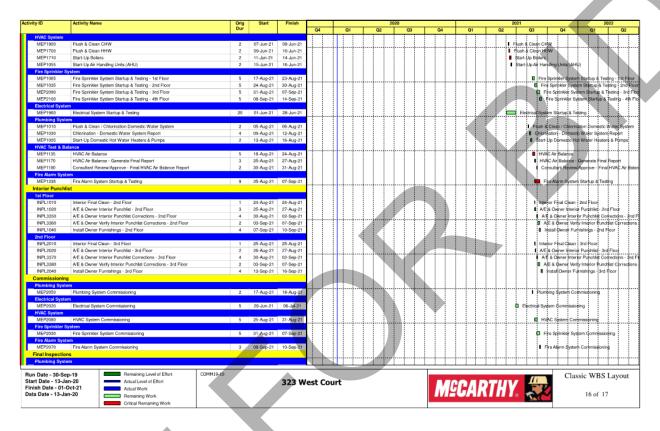
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