

ADDENDUM NO. 4

TO THE REQUEST FOR PROPOSAL PACKAGE FOR PRE-QUALIFIED DESIGN-BUILD
ENTITIES
FOR THE COUNTY OF SAN BERNARDINO
323 BUILDING ACQUISITION AND REMODEL PROJECT
AT
323 COURT STREET, SAN BERNARDINO, CALIFORNIA

The following changes and/or additions shall be made to the Request for Proposal Package. The Bidder shall acknowledge receipt of the addendum by emailing the Project Manager, Dorney.chamberlain@pmd.sbcounty.gov

Changes to the BID PROPOSAL:

1. Changes and updates to the Proposed Space Program.

All DB's have had questions/concerns regarding the Proposed Space Program and Adjacency requirements. In the Bridging Documents, Section 4.0 Proposed Space Program shall be replaced with Attachment #1, (Proposed Space / Adjacency Program). All DB's are encouraged to use creative design solutions to achieve the USF requirements provided in the Proposed Space / Adjacency Program needs for the department.

Pre-Proposal Questions and Answers:

Q1: The RFP does not state any requirements for any small, minority or disabled veterans business participation. Please confirm the county does not have any requirements or goals for SBE, MBE or DVBE participation.

Answer: The County has County Policy No. 11 relating to Emerging Small Business Enterprise (ESBE) and County Policy No. 11-12 and 11-12SP relating to Disadvantaged Business Enterprise (DBE). Neither are applicable to this project. There are no other County requirements relating to SBE, MBE or DVBE.

Q2: Section 5.2.6 of the RFP mentions full height partitions to minimize sound transfer between private offices and adjacent spaces. There are currently no specific STC ratings noted. Please confirm DB teams are to use best practices for this type of space and the desire to limit sound transfer so that you cannot understand what is being discussed next door.

Answer: The DB team should use best practices for this type of space and the desire to limit sound transfer so that you cannot understand what is being discussed next door. DB will provide the solution at submittal time to ensure acceptance of the solution by the County.

Q3: The scoping document presently show 11 public stalls (6 street stalls, and 5 off-street stalls) in Diagram 3.1.2. Please confirm is 11 is the quantity of public stalls.

Answer: The scoping documents are correct, the 11 public stalls are sufficient; the 11 stalls also encompass the required number of ADA stalls.

Q4: Currently there is no adjacency information, such as end user interaction between private offices, workstations and support spaces, in the scoping documents. Please provide a list of all required adjacencies between space program areas.

Answer: See Attachment #1, (Proposed Space / Adjacency Program).

Q5: The area assigned to the "Public Waiting" space is currently 125 sf. However, the County has indicated verbally that the space would need to possibly accommodate 10 people. Please clarify the desired square footage for this public waiting area.

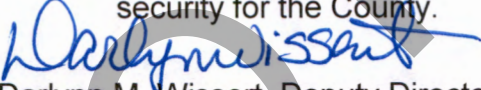
Answer: The Public Waiting area should be 125 sf. The design solution should utilize the 125 sf of space to accommodate a comfortable number of guests in a 125 sf lobby. It is not a requirement that 10 people sit in this space.

Q6: Currently there appears to be a no plat map provided in the scoping documents of the RFP. Please provide plat map showing legal property boundaries and which lots are tied, if available.

Answer: We do not have a plat map for this property; we have provided a copy of the title report that shows the parcels. See Attachment #2, (First American Title Preliminary Report).

Q7: The RFP includes an Enlarged Parking Site Plan 3.2.1 that notes required tamper resistant aluminum security grilles at the perimeter openings of the parking structure, with reference to a proposed detail on 3.2.2. Please confirm that this detail is a suggestion and that the County is open to alternate security measures, as long as the security barrier prevents the public from getting access inside the structure.

Answer: The County is open to alternate barriers if the design provides the desired security for the County.


Darlynn M. Wissert, Deputy Director
Real Estate Services Department,
Project Management Division

DMW:rg:dc

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

DATE: August 1, 2019



First American Title

First American Title Company

1855 W Redlands Blvd, Suite 100
Redlands, CA 92373

Order Number: SSB-5051537 (KCE)

Escrow Officer: Cheryl Zanini
Phone: (909)380-8776
Fax No.: (866)232-4615
E-Mail: czanini@firstam.com

Title Officer: Tammy Kerr/Cheryl Campbell/Todd Enos
Phone: (909)380-8726
Fax No.: (866)223-1017
E-Mail: SBTtitle@firstam.com

E-Mail Loan Documents to: Lenders please contact the Escrow Officer for email address for sending loan documents.

Buyer: San Bernardino County
Property: 323 West Court Street
San Bernardino, CA 92401

PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, this company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said policy or policies are set forth in Exhibit A attached. *The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.* Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Exhibit A. Copies of the policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of November 16, 2015 at 7:30 A.M.

The form of Policy of title insurance contemplated by this report is:

To Be Determined

A specific request should be made if another form or additional coverage is desired.

Title to said estate or interest at the date hereof is vested in:

First American Title Insurance Company, a California corporation, as to Parcel 1 and First American Title Company, a California corporation, as to Parcels 2 and 3

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A fee as to Parcel(s) 1, 2 and 3, an easement as to Parcel(s) 1A, 1B, 3A and 3B.

The Land referred to herein is described as follows:

(See attached Legal Description)

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. General and special taxes and assessments for the fiscal year 2015-2016.

First Installment: \$1,340.27, OPEN
Penalty: \$0.00
Second Installment: \$1,340.24, OPEN
Penalty: \$0.00
Tax Rate Area: 007006
A. P. No.: 0135-151-29-0-000

Affects: Parcel 1

2. General and special taxes and assessments for the fiscal year 2015-2016.

First Installment: \$758.88, OPEN
Penalty: \$0.00
Second Installment: \$758.87, OPEN
Penalty: \$0.00
Tax Rate Area: 007039
A. P. No.: 0135-161-38-0-000

Affects: Parcel 2

- 3. General and special taxes and assessments for the fiscal year 2015-2016.
 - First Installment: \$12,664.35, OPEN
 - Penalty: \$0.00
 - Second Installment: \$12,664.32, OPEN
 - Penalty: \$0.00
 - Tax Rate Area: 007039
 - A. P. No.: 0135-161-40-0-000

Affects: Parcel 3

- 4. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.

The Following Matters Affect Parcel 1:

- 5. The fact that the land lies within the boundaries of the Central City North Redevelopment Project Area, as disclosed by the document recorded August 16, 1973 in [Book 8248, Page 548](#) of Official Records.
- 6. An easement for street and highway purposes and incidental purposes, recorded December 2, 1991 as Instrument No. [91-453347](#) of Official Records.
 - In Favor of: The City of San Bernardino, a municipal corporation
 - Affects: As described therein
- 7. An easement for street and highway purposes and incidental purposes, recorded December 2, 1991 as Instrument No. [91-453348](#) of Official Records.
 - In Favor of: The City of San Bernardino, a municipal corporation
 - Affects: As described therein
- 8. The Terms, Provisions and Easement(s) contained in the document entitled "Grant of Easements and Declaration of Covenants" recorded December 19, 2003 as Instrument No. [2003-0937689](#) of Official Records.
- 9. A non-exclusive easement for a water line and an electrical line and incidental purposes, recorded December 19, 2003 as Instrument No. [2003-0937689](#) of Official Records.
 - In Favor of: California Newspapers Partnership, a Delaware general partnership
 - Affects: As described therein

The Following Matters Affect Parcels 2 and 3:

- 10. An easement for poles and incidental purposes in the document recorded in [Book 399, Page 211](#) of Official Records.
 - Affects: Portion of Parcel 3

11. Covenants, conditions, restrictions and easements in the document recorded in [Book 6822, Page 3](#) of Official Records, which provide that a violation thereof shall not defeat or render invalid the lien of any first mortgage or deed of trust made in good faith and for value, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
12. Covenants, conditions, restrictions and easements in the document recorded in [Book 7128, Page 18](#) of Official Records, but deleting any covenant, condition, or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, sexual orientation, familial status, disability, handicap, national origin, genetic information, gender, gender identity, gender expression, source of income (as defined in California Government Code § 12955(p)) or ancestry, to the extent such covenants, conditions or restrictions violation 42 U.S.C. § 3604(c) or California Government Code § 12955. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.
13. The terms and provisions contained in the document entitled Property Owner Participation Agreement, executed by and between The Redevelopment Agency of the City of San Bernardino and First American Title Company of San Bernardino, recorded December 17, 1968 in [Book 7149, Page 496](#) of Official Records.

Affects: Portion of Parcel 3

Reference is also made to Quitclaim Deed recorded February 17, 1970, in [Book 7390, Pages 246 and 248](#), Official Records.
14. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of San Bernardino County, recorded November 19, 2008, as Instrument No. [2008-0505512](#) of Official Records.
Debtor: First American Title Insurance Co
Year & No.: 2007 & 410442
Amount: \$444,72, and any other amounts due thereunder.
15. A lien for unsecured property taxes, evidenced by a certificate recorded by the tax collector of San Bernardino County, recorded November 19, 2009, as Instrument No. [2009-0519860](#) of Official Records.
Debtor: First American Title Ins Co
Year & No.: 2009 & 444805
Amount: \$2,015.97, and any other amounts due thereunder.

The Following Matters Affect All Parcels:

16. Any easements and/or servitudes affecting easement parcel(s) 1A, 1B, 3A and 3B herein described.

17. Rights of the public in and to that portion of the land lying within any Road, Street, Alley or Highway.
18. Water rights, claims or title to water, whether or not shown by the public records.
19. Rights of parties in possession.

NOT FOR BID

INFORMATIONAL NOTES

Note: The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than the certain dollar amount set forth in any applicable arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. If you desire to review the terms of the policy, including any arbitration clause that may be included, contact the office that issued this Commitment or Report to obtain a sample of the policy jacket for the policy that is to be issued in connection with your transaction.

1. According to the latest available equalized assessment roll in the office of the county tax assessor, there is located on the land a(n) Commercial Structure known as 323 West Court Street, San Bernardino, California.

(Affects Parcel 3)

2. The property covered by this report is vacant land.

(Affects Parcels 1 and 2)

3. According to the public records, there has been no conveyance of the land within a period of twenty-four months prior to the date of this report, except as follows:

None

The map attached, if any, may or may not be a survey of the land depicted hereon. First American expressly disclaims any liability for loss or damage which may result from reliance on this map except to the extent coverage for such loss or damage is expressly provided by the terms and provisions of the title insurance policy, if any, to which this map is attached.

LEGAL DESCRIPTION

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

PARCEL 1: (APN: 0135-151-29-0-000)

PARCEL 2 IN THE CITY OF SAN BERNARDINO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, OF PARCEL MAP 14427, AS PER PLAT RECORDED DECEMBER 19, 2003, IN [BOOK 201 AT PAGES 22 AND 23](#) OF PARCEL MAPS, RECORDS OF SAID COUNTY.

PARCEL 1A:

A NON-EXCLUSIVE EASEMENT FOR THE PURPOSE OF ENTRY, INGRESS, EGRESS, MAINTENANCE AND REPAIR, AND ALL PURPOSES AS DESCRIBED ON EXHIBIT "C" OF GRANT OF EASEMENTS AND DECLARATION OF COVENANTS RECORDED DECEMBER 19, 2003 AS INSTRUMENT NO. [2003-937689](#) OF OFFICIAL RECORDS.

PARCEL 1B:

A NON-EXCLUSIVE EASEMENT FOR LANDSCAPING AND LANDSCAPING IRRIGATION SYSTEM, INCLUDING ELECTRICAL AND WATER LINES THEREFOR AS DESCRIBED IN EXHIBIT "D" OF GRANT OF EASEMENTS AND DECLARATION OF COVENANTS RECORDED DECEMBER 19, 2003 AS INSTRUMENT NO. [2003-937689](#) OF OFFICIAL RECORDS.

PARCEL 2: (APN: 0135-161-38-0-000)

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 TO 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.

PARCEL 3: (APN: 0135-161-40-0-000)

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

PARCEL 3A:

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 A 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 THE 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.

PARCEL 3B:

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, 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 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.

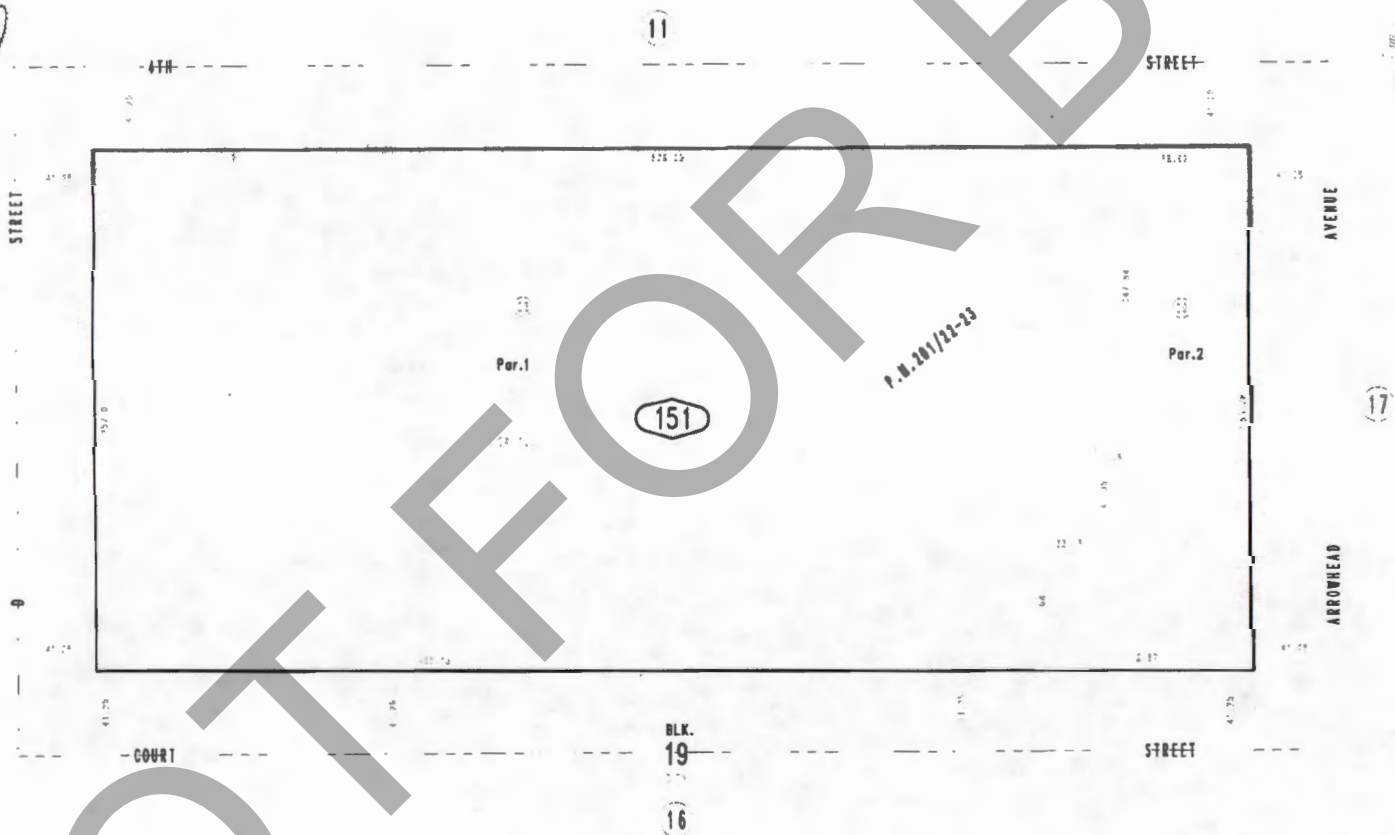
SAID EASEMENT IS LOCATED AT THE SOUTH 6.00 FEET OF A PORTION OF COURT STREET AND THE WEST 6.00 FEET OF A PORTION OF ARROWHEAD AVENUE.

THIS MAP IS FOR THE PURPOSE
OF THE CALIFORNIA TAXATION ACT

Ptn. City of San Bernardino
M.B. 7/1

City of San Bernardino 0135 - 15
Tax Rate Area
7006

Assessor



January 2005

Assessor's Map
Book 0135 Page 15
San Bernardino County

First American Title
Page 9 of 16

Order Number: SSB-5051537
Page Number: 9

NOT FOR BLD

NOTICE

Section 12413.1 of the California Insurance Code, effective January 1, 1990, requires that any title insurance company, underwritten title company, or controlled escrow company handling funds in an escrow or sub-escrow capacity, wait a specified number of days after depositing funds, before recording any documents in connection with the transaction or disbursing funds. This statute allows for funds deposited by wire transfer to be disbursed the same day as deposit. In the case of cashier's checks or certified checks, funds may be disbursed the next day after deposit. In order to avoid unnecessary delays of three to seven days, or more, please use wire transfer, cashier's checks, or certified checks whenever possible.

NOT FOR BLD



First American Title

First American Title Company
1855 W Redlands Blvd, Suite 100
Redlands, CA 92373
(909)380-8776

INCOMING DOMESTIC WIRE INSTRUCTIONS

PAYABLE TO: First American Title Company
BANK: First American Trust, FSB
ADDRESS: 5 First American Way, Santa Ana, CA 92707
ACCOUNT NO: 3012910000
ROUTING NUMBER: 122241255

PLEASE REFERENCE THE FOLLOWING:

PROPERTY: 323 West Court Street, San Bernardino, CA 92401
FILE NUMBER: SSB-5051537 (CZ)

PLEASE USE THE ABOVE INFORMATION WHEN WIRING FUNDS TO **First American Title Company. FUNDS MUST BE WIRED FROM A BANK WITHIN THE UNITED STATES.** PLEASE NOTIFY YOUR ESCROW OFFICER AT **(909)380-8776** OR **czanini@firstam.com** WHEN YOU HAVE TRANSMITTED YOUR WIRE.

IF YOUR FUNDS ARE BEING WIRED FROM A NON-U.S. BANK, ADDITIONAL CHARGES MAY APPLY. PLEASE CONTACT YOUR ESCROW OFFICER/CLOSER FOR INTERNATIONAL WIRING INSTRUCTIONS.

AN ACH TRANSFER CANNOT BE ACCEPTED FOR CLOSING, BECAUSE IT IS NOT THE SAME AS A WIRE AND REQUIRES ADDITIONAL TIME FOR CLEARANCE.

FIRST AMERICAN TRUST CONTACT INFO: Banking Services 1-877-600-9473

ALL WIRES WILL BE RETURNED IF THE FILE NUMBER AND/OR PROPERTY REFERENCE ARE NOT INCLUDED

With cyber crimes on the increase, it is important to be ever vigilant. If you receive an e-mail or any other communication that appears to be generated from a First American employee that contains new, revised or altered bank wire instructions, consider it suspect and call our office at a number you trust. Our bank wire instructions seldom change.

**EXHIBIT A
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS (BY POLICY TYPE)**

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (02-03-10)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning:

- | | |
|---------------|-------------------------------|
| (a) building; | (d) improvements on the Land; |
| (b) zoning; | (e) land division; and |
| (c) land use; | (f) environmental protection. |

This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.

2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks:
 - (a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records;
 - (b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date;
 - (c) that result in no loss to You; or
 - (d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and
 - (b) in streets, alleys, or waterways that touch the Land.

This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows: For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

<u>Your Deductible Amount</u>	<u>Our Maximum Dollar Limit of Liability</u>
Covered Risk 16: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19: 1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21: 1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**ALTA RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS**

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:

- (a) and use
- (b) improvements on the land
- (c) and division
- (d) environmental protection

This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.

This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.

2. The right to take the land by condemning it, unless:

- (a) a notice of exercising the right appears in the public records on the Policy Date
- (b) the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
- 3. Title Risks:
 - (a) that are created, allowed, or agreed to by you
 - (b) that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
 - (c) that result in no loss to you
 - (d) that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
- 4. Failure to pay value for your title.
- 5. Lack of a right:
 - (a) to any land outside the area specifically described and referred to in Item 3 of Schedule A OR
 - (b) in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

2006 ALTA LOAN POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.

4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

2006 ALTA OWNER'S POLICY (06-17-06)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (07-26-10)
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.



First American Title

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet. In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.

There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.

FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.

Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.

Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.

Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.

Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.

Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

**Addendum #4 - Attachment #1
Public Defender Proposed Space / Adjacency Program**

Position	Number of Positions		Space Type		Space Standard	Total SF	Notes
	Current	Future	Office	Cubicle			
Administration (Separated from Operations)							
Public Defender	1		1		300	300	
Executive Secretary II	1			1	80	80	Supports Public Defender
Asst. Public Defender	1		1		250	250	
Chief of Administration	1		1		200	200	
Staff Analyst II	1		1		120	120	
Automated Systems Analyst II	1		1		120	120	IT
Automated Systems Analyst I	2	1		3	80	240	IT
Automated Systems Technician	2			2	80	160	IT
Programmer Analyst III	1		1		120	120	IT
Accounting Technician	1			1	80	80	Near Staff Analyst
Secretary II	1			1	80	80	Shared by Asst Pub Def and Chief of Admin
Payroll Specialist	1			1	80	80	Near Staff Analyst
Fiscal Specialist	1			1	80	80	Near Accounting Tech
Office Assistant III	3			3	80	240	
Office Assistant II/Reception	1			1	80	80	
PSE	4			4	80	320	
Operations							
Chief DPD (Central)	1		1		200	200	
Secretary II (Central)	1			1	80	80	Near Chief DPD
Supv. DPD (Central)	3	1	4		150	600	Each Supv has a team of 9-12 DPDs
Deputy Public Defender (Central)	26	2	28		120	3,360	9-12 report to Supv DPD
Law Clerk (Central)	2	1	3		120	360	
Supervising Investigator (Central)	1		1		120	120	Near Investigators and Investigative Techs
Investigator (Central)	10	2		12	80	960	Near Supervisor
Investigative Technician II (Central)	2	1		3	80	240	Near Supervisor
Office Assistant III (Central)	9	2		11	80	880	Reception should accommodate two OAs
Office Assistant II (Central)	1			1	80	80	Reception should accommodate two OAs
Supervising Office Assistant (Central)	1		1		120	120	Near OA Staff
Supv. Social Service Practitioner (HS)	2		2		120	240	Eight SSPs report to Supv SSP
Social Service Practitioner (HS)	13	1		14	80	1,120	Eight SSPs per Supv SSP
Social Service Practitioner Intern (HS)	8	2		10	80	800	Near SSP Team
Chief DPD (Special Projects)	1		1		200	200	
Secretary II (Special Projects)		1		1	80	80	Near Chief DPD
Supv. DPD (Special Projects)	2		2		150	300	

**Addendum #4 - Attachment #1
Public Defender Proposed Space / Adjacency Program**

Deputy Public Defender (Special Projects)	8	2	10		120	1,200	
Law Clerk (Special Projects)	2	1	3		120	360	
Investigator (Special Projects)	2	1		3	80	240	
Office Assistant III (Special Projects)	4	1		5	80	400	
Paralegal (Special Projects)	2			2	80	160	
Supv. Deputy Public Defender (CCU)	1		1		150	150	
Deputy Public Defender (CCU)	8	2	10		120	1,200	Near Supervisor
Law Clerk (CCU)	1		1		120	120	
Office Assistant III (CCU)	1			1	80	80	
Staff Totals	135	21	74	82		16,200	

NOT FOR

**Addendum #4 - Attachment #1
Public Defender Proposed Space / Adjacency Program**

Other Areas				
	Number	SF	Total	Notes
Private Reception	1	125	125	Administration
IT Work Area	1	200	200	Administration
IT Storage Area (Secured)	1	300	300	Administration
IT Server Room (Secured)	1	300	300	Administration
6-8 Seat Conference Room	1	180	180	Administration
12-Seat Conference Room	1	350	350	Administration
Copier/Fax Area	1	96	96	Administration
Small Breakroom/Coffee Station	1	150	150	Administration
File Storage Area (Fiscal - Secured)	1	150	150	Administration
File Storage Area (Payroll - Secured)	1	150	150	Administration
Public Waiting - Operations	1	125	125	Main Lobby
4-Seat Conference/Interview Room	2	100	200	Central
Polycom Room	1	120	120	Operations
12-Seat Conference Room	2	350	700	Central
Bookcase/Storage Area	2	125	250	Operations
Break Room/Area	2	350	700	As appropriate
Conference/Training (40 Seat/Courtroom)	1	1,500	1,500	Include courtroom setting
Copier/Fax	2	96	192	Operations
Clothes Closet	1	150	150	Operations
Total Other Areas			5,938	
Usable SF (Staff + Other Areas)			22,138	
Circulation @35%			7,748	
Total Department USF plus Base Bldg. Elements			29,886	
BASE BUILDING ELEMENTS *				
Elevator				
Elevator Equipment Room (If Needed)				
Mechanical Shafts				
Main Electrical Room				
Mechanical Room (If Needed)				
Stairs				
Public Restrooms				
Staff Restrooms				

Addendum #4 - Attachment #1
Public Defender Proposed Space / Adjacency Program

* Typical Base Building Elements for an office use are shown.					
If during your Design-Build (DB) field investigation it is determined that existing base building elements are non-conforming to current code (stairs, restrooms, elevator, electrical room, etc.). It shall be the DB team's responsibility to bring those non-conforming elements into compliance. DB teams are encouraged to use creative solutions for retrofitting/reimagining placement of these elements to meet current code and best practice/user ease as part of their overall solution.					

NOT FOR BIDD