

EXHIBITS

EXHIBIT 1 DEFINITIONS

EXHIBIT 2 WORK COMPLETION SCHEDULE

EXHIBIT 3 PROJECT REQUIREMENTS

EXHIBIT 4 REGULATORY REQUIREMENTS

EXHIBIT 5 SUBCONTRACTING

EXHIBIT 6 WORKSITE

EXHIBIT 7 REQUIRED INSURANCE

EXHIBIT 8 CONTRACTOR COMMITMENTS

EXHIBIT 9 FORMS OF PRESCRIBED CERTIFICATIONS

EXHIBIT 10 FORMS OF SECURITY

EXHIBIT 11 FORM OF PHASE 2 PROPOSAL

EXHIBIT 12 FORMS OF COMPLETION CERTIFICATIONS

EXHIBIT 13 PAYMENT TERMS

EXHIBIT 14 PAYMENT AND INVOICING FORMS

EXHIBIT 15 FORM OF PHASE 2 SUPPLEMENT

EXHIBIT 16 PRINCIPLES FOR ESTIMATING AND CALCULATION OF COST OF CHANGES

EXHIBIT 1

DEFINITIONS

"Acceptance" means acceptance by the County's Authorized Representative of completion of the Work or any element of the Work in accordance with this Contract, by the issuance of a Certificate of Substantial Completion of the Work or any element of the Work, in accordance with this Contract.

"Access" means the non-exclusive right to access and use the Worksite in accordance with the terms of this Contract, subject to:

- (a) the statutory rights of Government Entities and Third Parties to have access to the Worksite and contractual rights of any other County Contractors to have access to the Worksite;
- (b) restrictions of use in easement deeds or right of entry permits of record applicable to any agreement with a Third Party or Governmental Approval;
- (c) restrictions, easements, and rights-of-way of record;
- (d) restrictions in the deed or easement granted to the County; and
- (e) restrictions created by any court order.

"Adverse Weather Day" means a Standard Work Day during which the Contractor cannot perform Work on the controlling activity for at least 50% of the scheduled work shift with at least 50% of the scheduled labor and Equipment due to adverse weather conditions.

"AFC Design Document" or **"Approved for Construction"** means any Final Design Document that is Approved by the County (or a County Contractor, where the County's Approval is not required) and that otherwise satisfies all of the conditions under Section 14.3 (Approved for Construction).

"Affiliate" means in relation to any Person:

- (a) any entity other than that Person which owns 25% or more of that Person, such as parent companies or holding companies;
- (b) a subsidiary or an entity in which that Person owns 25% or more;
- (c) an entity in which a major stockholder or owner of that Person owns a controlling interest;
- (d) an entity with which that Person has or has had an inseverable business or professional identity, and
- (e) any permanent or temporary common business enterprise relationship in which the parties share operating responsibility and profits such as joint ventures.

"Affiliated Subcontractor" means a Subcontractor that is an Affiliate of the Contractor, unless the Contractor demonstrates to the reasonable satisfaction of the County that the Affiliate operates as an independent entity with a separate profit center and separate home office overhead from the Contractor and the Subcontract with such Affiliate includes terms and conditions no less favorable than those that Contractor could reasonably obtain in an arms' length, competitively procured transaction with an unaffiliated Subcontractor.

"Allowed Uses" is defined in Section 33.5(a) (County IP and County Data).

"Alternative Dispute Resolution" or **"ADR"** means alternative means for resolving a Dispute, which may include arbitration, mediation, or any other recognized procedure or combination of procedures voluntarily used to resolve a Dispute without the need for litigation.

"Applicable Law" means any federal, state, or local statute, law, regulation, ordinance, rule, standard, judgment, order, executive order, decree, directive, guideline, policy requirement, or other governmental restriction or any similar form of decision of or determination by, or any interpretation or administration of any of the foregoing by, any court or Government Entity, which is applicable to this Contract or the Work or any relevant Person, whether taking effect before or after the date of this Contract. An Applicable Law, when cited in this Contract, shall be as amended unless provided to the contrary. Applicable Law excludes Governmental Approvals, customs, duties, and tariffs.

"Applicable Proposal Date" means:

- (a) in the case of the Phase 1 Work, the due date for statements of qualifications under the RFQ;
- (b) in the case of an Early Works Package, the date of submittal of the Early Works Package Proposal for that Early Works Package by the Contractor to the County in accordance with this Contract; and
- (c) in the case of the Phase 2 Work other than that included in an Early Works Package, the date of submittal of the Phase 2 Proposal by the Contractor to the County in accordance with this Contract.

"Application" means a Notice from the Contractor to the County requesting a Progress Payment or Final Payment under this Contract.

"Approve" or **"Approval"** means a formal Notice issued by the County's Authorized Representative under this Contract pursuant to which the County authorizes the Contractor to proceed with specific Contractor-Furnished Documents, or specific actions to be taken by the Contractor, relating to the Work.

"As-Built Schedule" means the as-built schedule that accurately portrays the sequence in which the Work was performed, as prepared and certified by the Contractor in accordance with the Project Requirements.

"Audit" means to audit, examine, verify review, excerpt, vouch, or transcribe the Contractor's records or the records of its Subcontractors and Suppliers.

"Authorized Agent" is defined in Section 40.6 (Agent to accept service).

"Authorized Auditor" means any County Authorized Representative, any Government Entity, or any firm of auditors appointed by the County or any other Government Entity to perform any Audit on behalf of the County or a Government Entity (as applicable).

"Authorized Representative" means any Person authorized or empowered by the County or other Government Entity to act for, on behalf of, or in place of, the County or the other Government Entity, respectively.

"Base License Right" means an irrevocable, perpetual, non-exclusive, transferable, fully paid-up right and license to use, execute, perform, sublicense, exploit, manufacture, distribute, reproduce, adapt, display, transfer, and prepare derivative works of Contractor IP.

"Baseline CPM Schedule" means the CPM Schedule prepared and submitted by the Contractor and accepted by the County as the 'Baseline CPM Schedule' in accordance with Section 17.3 (Project Schedule), as such Baseline CPM Schedule may be further updated and accepted by the County under Section 17.3 (Project Schedule).

"Basis of Design Report" or **"BOD Report"** means a document prepared by the Contractor to support the development of the other Design Documents that records the concepts, calculations, decisions and product selections intended to be used to meet the Project Requirements and that otherwise complies with the requirements for the Basis of Design Report set out in the Project Requirements.

"Betterment" means work performed in connection with any Utility Adjustment or any other construction, reconstruction, rearrangement, or improvement of facilities owned or controlled by a Third Party comprising an upgrade, change, or addition to the Third Party's facility (or a part of the Third Party's facility) requested by the Third Party that provides for greater capacity, capability, durability, appearance, efficiency, or function or other betterments of that Third Party's facility over that which was provided by the facility prior to the work, provided that the term "Betterment" shall exclude:

- (a) an upgrade, which the County agrees, will be of direct and principal benefit to the construction or performance of the Project;
- (b) an upgrade required by Applicable Law or such other State or local codes or standards as notified to the Contractor by the County or agreed upon to apply under a relevant agreement with a Third Party; and
- (c) replacement of devices or materials no longer regularly manufactured with the next highest grade or size.

"Board" means the County Board of Directors, as appointed from time to time.

"Business Day" means any day that is not a Saturday, a Sunday, or a federal or State public holiday.

"CAL-OSHA", "CAL/OSHA" and "CAL OSHA" means the California Occupational Safety and Health Administration.

"California Government Code Claim" is defined in Section 37.1(f)(i) (California Government Code Claims).

"California Public Contract Code Article 1.5" is defined in Section 37.1(c)(iii) (Submittal of a Claim).

"California Public Records Act" or "CPRA" is defined in Section 4 of Exhibit 4 (Regulatory Requirements).

"CEO" means, unless expressly stated otherwise in this Contract, the Chief Executive Officer of the County.

"Certificate of Current Cost or Pricing Data" means a certificate in the form in paragraph (a) of 48 CFR 15.406-2.

"Certificate of Final Acceptance" means the formal written acknowledgement from the County to the Contractor that the Work, Phase, or other part of the Work, has been fully completed and has been Finally Accepted in accordance with this Contract, in the form of Part F (*County's Certificate of Final Acceptance*) of Exhibit 12 (Forms of Completion Certificates).

"Certificate of Partial Acceptance" means the formal written acknowledgement from the County to a part of the Work agreed upon or directed under Section 18.1(a) (Agreement or direction of partial Acceptance), has been Substantially Completed in accordance with this Contract, in the form of Part B (*County's Certificate of Partial Acceptance*) of Exhibit 12 (Forms of Completion Certificates).

"Certificate of Substantial Completion" means the formal written acknowledgement from the County to the Contractor that the Work, Phase, or other part of the Work, has been Substantially Completed in accordance with this Contract, in the form of Part D (*County's Certificate of Substantial Completion*) of Exhibit 12 (Forms of Completion Certificates).

"Change" means additions, deletions, or other revisions to the Work within the general scope of this Contract:

- (a) that are directed by the County through its issuance of a Change Order, agreed upon by the Parties under a bilateral Modification, or otherwise authorized by the County under a Modification; or
- (b) that are proposed or Claimed, as permitted by and in accordance with the terms of this Contract, and that have not been rejected or withdrawn (or deemed rejected or withdrawn under the terms of the Contract) by the County, subject to Section 13.3 (Unauthorized Work).

in each case including Work that does not involve a cost or time adjustment, but excluding any Work performed or time spent by Contractor to correct any Deficiency.

"Change Notice" means a Notice delivered by the County to the Contractor describing a proposed change to the Work, and requesting the Contractor to submit a Cost and Schedule Proposal.

"Change Order" means a written Notice delivered by the County, directing the Contractor to perform a Change.

"Changed Work" means Work that has been authorized by the County under a Modification.

"Claim" means a Notice of demand by the Contractor to the County for a time extension; an adjustment or interpretation of Contract terms; relief from the performance of obligations; payment or money; or other legal, equitable, or contractual relief.

"Commencement Date" means the commencement date for the performance of the Work (or a Phase of the Work or other part of it), which shall be the date described as the 'Commencement Date' in the Notice to Proceed applicable to the Work (or that Phase of the Work or other part of it).

"Committed Work" is defined in Section 2.3(e)(ii)(A) (Failure to agree to a Phase 2 Supplement).

"Compensable Delay" means an Excusable Delay that meets the requirements in Section 24.3 (Compensable Delay).

"Construction Costs" means the costs for the Phase 2 Work (or applicable part of the Phase 2 Work under an Early Works Package), excluding all costs covered by the Contractor Management Fee (calculated by reference to the Phase 2 Management Lump Sum Fee) and the Phase 2 Margin Percentage.

"Construction Documents" means all Shop Drawings, Working Drawings, Samples, and other documents necessary for construction of the Project, produced or provided by the Contractor as part of the Construction Work in accordance with this Contract.

"Construction Equipment" means Contractor-furnished Equipment required and used by the Contractor to perform the Work, but not affixed to nor incorporated into the Work.

"Construction Staging Area" means property used by the Contractor during the performance of the Work for the purpose of storing Goods and Construction Equipment, and coordinating the Work.

"Construction Work" means all Work related to the construction of the Project including furnishing all materials, Goods, and Equipment and performing all construction, Installation, inspection, testing, and other services required to complete the fully functional facility or Project and the Work, whether temporary or permanent but excluding the Design Work.

"Contingency" means monetary set-asides for cost and time and duration set-asides for schedule included (or proposed to be included, as the context requires) within the Contract Price or Schedule for the Project.

"Contract" or "Contract Documents" means this contract including:

- (a) all its Exhibits;
- (b) all Modifications;
- (c) the Incorporated Documents;
- (d) the Incorporated Manuals; and
- (e) any other attachments incorporated in this Contract by attachment or by reference.

"Contract End Date" means the earlier of:

- (a) the Date of Termination; and
- (b) the Expiry Date.

"Contract Price" means, as the context requires, the Early Works Package Contract Price, Phase 1 Contract Price, or Phase 2 Contract Price.

"Contract Time" means the number of days allowed for completion of the Work to a condition to be Accepted by the County in accordance with this Contract and for Final Acceptance by the County and:

- (a) in the case of the Phase 1 Work, the date specified in the Notice to Proceed for the Phase 1 Work as the Commencement Date shall be the date on which the Contract Time for the completion of the Phase 1 Work begins and the date specified as the Scheduled Completion Date for the Phase 1 Work shall be the date the Contract Time ends for the Phase 1 Work, exclusive of the County's resolution of any outstanding Claims and administrative close-out in connection with the Phase 1 Work;
- (b) in the case of an Early Works Package, the date specified in the Notice to Proceed for that Early Works Package as the Commencement Date shall be the date on which the Contract Time for the completion of that Early Works Package begins, and the date specified as the Scheduled Completion Date for that Early Works Package shall be the date the Contract Time ends for that Early Works Package, exclusive of the County's resolution of any outstanding Claims and administrative close-out in connection with that Early Works Package; and
- (c) in the case of the Phase 2 Work other than an Early Works Package, the date specified in the Notice to Proceed for the Phase 2 Work as the Commencement Date shall be the date on which the Contract Time for the completion of the Phase 2 Work begins and the date specified as the Scheduled Completion Date for that Phase 2 Work shall be the date the

Contract Time ends for the Phase 2 Work, exclusive of the County's resolution of any outstanding Claims and administrative close-out in connection with the Phase 2 Work.

"Contracting Officer" means the CEO, Chief of Project Management, or the County's primary Authorized Representative, as the context may require, who is authorized and empowered on behalf of the County.

"Contractor" means the Person described in the recitals to this Contract as having entered into this Contract with the County, including its permitted successors, assigns, employees, officers, Contractor Representative, and agents.

"Contractor Commitments" means the Contractor commitments under Exhibit 8 (Contractor Commitments), as may be modified in accordance with Section 2.3(c)(ii) (Form of the Phase 2 Proposal).

"Contractor Default" is defined in Section 30.1 (County's right to terminate for Contractor Default).

"Contractor-Furnished Document" means any submittal, plan, drawing, document, or report which the Contractor must submit to the County in accordance with this Contract including any Design Document and Construction Document.

"Contractor-Furnished Document Listing & Schedule" is defined in Section 12.1(a) (Contractor-Furnished Document Listing & Schedule).

"Contractor-Generated Hazardous Substance" is defined in Section 7.4(d)(ii) (Generator status).

"Contractor Initiated Change Proposal" is defined in Section 26.1 (Contractor Initiated Change Proposal).

"Contractor IP" means Intellectual Property that is (i) owned by any Contractor-Related Entity prior to the Effective Date, (ii) developed by any Contractor-Related Entity independently of the Contract, or (iii) any adaptation, continuation, or derivative work which requires the incorporation, exercise, or practice of Intellectual Property that is the subject of either subsection (i) or (ii).

"Contractor Management Fee" means the total compensation payable or to be payable, to the Contractor for all costs required to satisfy the Key Personnel requirements for the Phase 2 Work, calculated based on the Phase 2 Management Lump Sum Fee in accordance with Section 22.3 (Contractor Management Fee).

"Contractor-Related Entity" means any or all of (as the context requires):

- (a) the Contractor;
- (b) the Subcontractors;
- (c) any other Person performing any of the Work for or on behalf of the Contractor;

- (d) any other Persons for whom the Contractor is legally or contractually responsible; and
- (e) the employees, agents, officers, directors, representatives, consultants, successors, and permitted assigns of any of the foregoing.

"Contractor Representative" means the Contractor's executive representative authorized and empowered to act on behalf of the Contractor, to receive and fulfill instructions from the County, and who shall direct the activities of the Contractor.

"Cost and Schedule Proposal" or **"CSP"** is defined in Section 25.3 (Cost and Schedule Proposal).

"Cost Model" means the open and transparent model that the Contractor develops and uses through Phase 1 so that estimates and assumptions are communicated to the County and the Owner's Estimator (if any) prepared in accordance with Exhibit 16 (Principles for estimating and calculation of cost of Changes).

"Costs" means amounts (both direct and indirect) claimed to be due and payable, or anticipated to be incurred in performing a proposed Modification.

"COTS" or **"Commercially Available Off-the-Shelf Software"** means software (i) sold in substantial quantities, (ii) readily available to the County without Contractor or third party participation, (iii) provided without modification in the same form in which it is sold in the commercial marketplace, and (iv) for which there are at least two readily available alternative solutions or items with the same or substantially similar design, use or function as the proposed COTS. For the avoidance of doubt, COTS does not include so-called open source software or sole-source software.

"County" means San Bernardino County, its predecessors, successors, or any successor in interest, or its Contracting Officer or other Authorized Representative.

"County Construction Manager" means the County's Authorized Representative retained and designated by the County to monitor the Construction Work within the limits of authority set out under this Contract or otherwise in any written delegation by the Contracting Officer.

"County Contract" means any contract between the County and a County Contractor or between a County Contractor and its subcontractors, at any tier.

"County Contractor" means any contractor, consultant, tradesperson, supplier, or other Person engaged or authorized by the County to do work on or about the Worksite, but excluding the Contractor and the Subcontractors.

"County Data" means any information, data, or document, whether or not protectable Intellectual Property, which is created, developed, or collected by the County related to national infrastructure planning and personal information of the County employees, vendors, and consumers. For the avoidance of doubt, County Data includes, but is not limited to (a) all "nonpublic information," as defined by the Gramm-Leach-Bliley Act (15 USC § 6801 et seq.), (b) personal information as defined by California Civil Code §§ 1798.29, 1798.82, and 1798.140 (California Consumer Privacy

Act of 2018, effective January 1, 2020), as amended and supplemented by the California Privacy Rights Act of 2020 (effective December 16, 2020; operative January 1, 2023), (c) protected health information or individually identifiable health information as defined by the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HiTECH) Act or as defined by the Code of Federal Regulations (45 CFR § 160.103), and/or (d) personal data as defined by the EU General Data Protection Regulation (Regulation (EU) 2016/679). For the further avoidance of doubt, County Data is not limited to proprietary or confidential information, and need not constitute trade secret information.

"County IP" means all Intellectual Property owned by, or licensed to, the County that is not Contractor IP or Third Party IP pursuant to this Contract.

"County Marks" is defined in Section 33.5(a) (County IP and County Data).

"County Operations" means: (a) operation and maintenance of existing the County facilities, services, and equipment; or (b) the department within the County that operates and maintains the County's existing facilities, services, and equipment, as the context requires.

"County-Provided Approvals" means those Governmental Approvals for the Project or otherwise required in connection with the Work that are identified as being the responsibility of the County to provide under the Project Requirements or otherwise under this Contract (including the Phase 2 Supplement or any other Modification).

"CPM Schedule" means a schedule prepared in accordance with Section 17.3 (Project Schedule), which otherwise includes the planned sequence of activities showing the interrelationships and dependencies of the elements that comprise the Work, including a breakdown of all of the elements of the Work into individual tasks, number of days required to perform each task, and their logical relationship, and:

- (a) the initial CPM Schedule shall include the planned sequence of activities that comprise the Phase 1 Work and include the entire Contract Time from the Commencement Date for the Phase 1 Work to the Scheduled Completion Date for the Phase 1 Work;
- (b) an update to the CPM Schedule to incorporate an Early Works Package shall incorporate the planned sequence of the additional activities that comprise that Early Works Package and include the entire Contract Time from the Commencement Date for the Phase 1 Work to the Scheduled Completion Date for that Early Works Package or the Phase 1 Work (whichever is later); and
- (c) an update to the CPM Schedule to incorporate the full scope of the Phase 2 Work shall include the entire Contract Time from the Commencement Date for the Phase 1 Work to the Scheduled Completion Date for the Phase 2 Work.

"Critical Path" means the line on a CPM Schedule through the various project tasks at the intersection of the points of their logical relationship (junction points or nodes) that controls the time of completion of a Milestone, the Phase 1 Work, Phase 2 Work, Early Works Package, if applicable, or other part of the Work designated under the Work Completion Schedule (as

applicable) in a condition to be Accepted by the County in accordance with this Contract and in a condition to achieve Final Acceptance by the County in accordance with this Contract.

"Cure Notice" means a Notice from the County to the Contractor to cure a default, issued pursuant to Section 30.2 (Cure Notice).

"Current CPM Schedule" means the CPM Schedule representing the actual performance of the Work, as further described in Section 17.3(b) (Current CPM Schedule) and the Project Requirements.

"Date of Termination" means the effective date of any termination of this Contract in accordance with its terms.

"Days" or **"days"** unless otherwise stated, means calendar days.

"Deficiency" or **"Deficient"** means a deficiency or defect in the Contractor's performance under this Contract including one or more of the following:

- (a) defects in any of the Work related to its construction, materials, workmanship, or functionality;
- (b) any defects, errors, omissions, or inconsistencies in any of the Design Work furnished by the Contractor arising from any non-conformance by the Contractor with the standards set out in Article 14 (Design Work) or otherwise with the terms of this Contract;
- (c) any part of the Work not completed or otherwise requiring correction or remedial action so as to conform with the requirements under this Contract;
- (d) a failure to perform an obligation under this Contract in accordance with the provisions of this Contract;
- (e) nonconforming Work or unapproved deviation(s) from the requirements of this Contract, any applicable Reference Standards, codes, or other standards; or
- (f) any other problems, errors, omissions, inconsistencies, or issues that results in, or may result in, the Work or any part of the Work to not comply with or not perform in accordance with this Contract.

"Delay" means, with respect to a Phase, any delay to the Critical Path for the Work to be performed under that Phase in the Baseline CPM Schedule, as accepted by the County in accordance with this Contract.

"Delay Compensation" means the total compensation payable or to be payable, to the Contractor for the period of Delay that is a Compensable Delay in accordance with Section 24.3 (Compensable Delay) and calculated, in the case of a Compensable Delay to the Phase 2 Work, as follows:

- (a) the daily rate defined in or to be defined in the Phase 2 Supplement, if executed (or, in the case of a Compensable Delay to an Early Works Package, the daily rate

defined in the applicable Modification for the Early Works Package) multiplied by the number of Days of Delay that is a Compensable Delay (after mitigation in accordance with Section 24.4 (Mitigation)) to the Contract Time for the Phase 2 Work (or Early Works Package, as applicable); or

- (b) the Contractor's actual Costs (including the Costs of all labor, plant, and equipment required to perform the applicable part of the Work for the duration of the Delay but excluding, where applicable: (A) any Mitigation Costs; (B) costs calculated with respect to any Change in the Work caused by the Differing Site Condition pursuant to Section 24.2(c) (Procedure for grant of relief); and (C) any Costs that the Contractor is already compensated for (or is already entitled to be compensated for) under the Phase 2 Contract Price or that are otherwise excluded pursuant to Section 40.4 (No double recovery)) for the period of Delay to the Phase 2 Work (or Early Works Package) that is a Compensable Delay (after mitigation in accordance with Section 24.4 (Mitigation)) as documented and established by the Contractor to the County's satisfaction,

as the Parties agree upon, or the County directs, prior to submission of the Phase 2 Proposal (or applicable Early Works Package Proposal).

"Design Development" means building upon the approved Schematic Design to further refine and detail the design intent. During this phase, architectural, structural, mechanical, electrical, and plumbing systems are more fully defined and coordinated. Material selections, dimensions, and specifications are developed to a higher level of accuracy, providing the basis for more refined cost estimating and stakeholder review before construction documents are prepared.

"Design Documents" means those plans, profiles, typical cross-sections, general cross-sections, elevations, schedules, details/diagrams, drawings, specifications, reports, calculations, records, and other submittals which, collectively, are needed at a minimum to adequately and completely depict and record the detailed design of the Project.

"Design Management Plan" means the design management plan required to be prepared and submitted by the Contractor, as described in the Project Requirements.

"Design Support During Construction" means that part of the Work comprising design support performed after the development of the AFC Design Documents and during the performance of the Construction Work, including all Work required to be performed by the Engineer of Record during the performance of the Construction Work, design management during the performance of the Construction Work, and preparation of all "As-Built" drawings.

"Design Work" means all Work related to the design, redesign, engineering, or architecture of the facility or Project, including development of all required Design Documents and applicable Construction Documents in accordance with this Contract.

"Developed IP" means Intellectual Property that is authored, created, invented, or reduced to practice under or for the purposes of the Contract, the Work, or the Project, whether or not such Intellectual Property is incorporated into the Work or the Project, but excluding any adaptation, continuation, or derivative work that constitutes Contractor IP.

"Differing Site Condition" means a Type 1 Condition, Type 2 Condition, or a condition regarding hazardous waste or other Hazardous Substance described in Section 7.4(c) (County's responsibility and determination), as applicable.

"Disposal Facility" includes, but is not limited to, a County or Contractor-contracted disposal facility, recycling facility, or treatment facility.

"Dispute" means a dispute or disagreement between the Parties as to the merits, amount, or remedy arising out of an issue in controversy, including a Claim, a dispute, or disagreement as to the Parties' respective rights and obligations under this Contract or an asserted default and any question regarding this Contract's existence, validity, or termination.

"Dispute Review Board" or "DRB" means the DRB described in Section 37.2(b)(iv) (Alternative Dispute Resolution).

"Early Works Package" means any package comprising a part of the Phase 2 Work that is proposed (or directed) to be performed during Phase 1, subject to execution of a related Modification and issuance of a Notice to Proceed for the Early Works Package, including any Identified Early Works Packages and any additional Early Works Packages proposed under Section 2.3(a) (Early Works Packages).

"Early Works Package Contract Price" means, with respect to an Early Works Package, the total compensation payable or to be payable to the Contractor under a Modification for the completion of that Early Works Package, as may be modified by any authorized cost changes under any further Modifications. The basis for an Early Works Package Contract Price (firm fixed price or guaranteed maximum price) shall be as set out in the Statement of Work, as may be modified under the applicable Modification.

"Early Works Package Proposal" means the Contractor's proposal for the performance of an Early Works Package in the form required and otherwise including the information required under Section 2.3(a)(vii) (Early Works Packages).

"Effective Date" means the date identified as the Effective Date on the cover of this Contract.

"Eligible Work" is defined in Section 18.1(b) (Requirements for Partial Acceptance).

"Emergency" means any sudden, generally unforeseen occurrence (which may include a Force Majeure event) that has the potential to: adversely affect the safety of life, the Work, or adjacent property; or cause catastrophic failure of revenue producing facilities.

"Engineer of Record" means a professional engineer or registered architect engaged by the Contractor (or a Subcontractor) for the Project who (a) is properly licensed in California, (b) has, at a minimum, experience in an equivalent role for three prior projects of equivalent scope and size, and (c) is in responsible charge of the Design Work and Design Documents (or of designated parts of the Design Work and Design Documents), with full legal and professional responsibility for the Design Work (or parts thereof), including responsibility for providing signed and sealed Design Documents for the Design Work (or parts thereof).

"Environmental Approvals" means final approval pursuant to the Environmental Review Process by the Government Entity having jurisdiction.

"Environmental Impairment Losses" means any and all Loss incurred by the County under an Environmental Law as a result of the activities conducted by the Contractor under this Contract.

"Environmental Laws" means all Applicable Law, now or hereafter in effect, relating to:

- (a) the environment;
- (b) emissions, discharges, releases, or threatened releases of Hazardous Substances into the environment, including into the air, surface water, or ground water, or onto land;
- (c) the manufacture, processing, distribution, use, treatment, storage, disposal, transport, or handling of Hazardous Substances; or
- (d) the protection of public health, public welfare, or the natural environment (including protection of nonhuman forms of life, land, surface water, groundwater, and air) including:
 - (i) Applicable Law listed in the definition of Hazardous Substances (which are hereby incorporated into this definition);
 - (ii) the following Applicable Laws: the National Environmental Policy Act, 42 U.S.C. §4321 et seq.; the California Environmental Quality Act, Cal. Pub. Res. Code §21000 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.; the California Occupational Safety and Health Act of 1973, Cal Lab. Code §6300 et seq.; Cal. Gov. Code §11017; the Endangered Species Act, 16 U.S.C. §1531 et seq.; the Migratory Bird Treaty Act, 16 U.S.C. §703 et seq.; and Cal. Fish and Game Code §1600 et seq.; and
 - (iii) all federal, state, and local regulations, guidelines, and interpretations arising out of the above referenced Applicable Law, including, without limitation, applicable regulations in the Code of Federal Regulations and the California Code of Regulations.

"Environmental Review Process" means the environmental review and permitting process for the Project that is advanced by the County pursuant to CEQA.

"Equal" or **"Equivalent"** or **"Equivalency"** means a Unit, Equipment, element, service, component, system, code, or standard which the Contractor proposes, and the Contracting Officer or its Authorized Representative Approves, as being equal to the Unit, Equipment, element, service, component, system, code, or standard specified in this Contract, respectively.

"Equipment" means any and all machinery, vehicles, systems, assemblies, subassemblies, products, material fittings, devices, appliances, fixtures, apparatus, supplies, and parts used by the Contractor or provided by the Contractor to the County pursuant to this Contract but excluding Construction Equipment.

"Estimating Methodology Report" is defined in Part A (*Statement of Work*) of the Project Requirements.

"Excusable Delay" means a Delay that meets the requirements in Section 24.2 (Excusable Delay).

"Existing Improvements" means existing structures, equipment, and vegetation within and adjacent to the Worksite, including but not limited to light standards and street improvements.

"Expiry Date" means the date on which:

- (a) where a Phase 2 Supplement has been executed, the County accepts that all the Work (including the Phase 1 Work and the Phase 2 Work) has been fully and satisfactorily completed in accordance with the Contract; or
- (b) where a Phase 2 Supplement is not executed and Section 2.3(e) (Failure to agree to a Phase 2 Supplement) applies, the County accepts that all the Committed Work has been fully and satisfactorily completed in accordance with the Contract,

in each case, as evidenced by issuance of the required Certificates of Final Acceptance for that Work under the terms of this Contract.

"Final Acceptance" means acceptance by the County of (a) the Phase 1 Work, (b) any Early Works Package to be completed under a Modification, (c) the Phase 2 Work (to be completed under a Phase 2 Supplement), or (d) this Contract as a whole (as applicable), in each case as evidenced by the issuance of a Certificate of Final Acceptance, certifying that all relevant Work has been fully and satisfactorily completed in accordance with the Contract.

"Final Design Documents" or **"Final Design"** means the complete (to 100%) final construction drawings, including plans, profiles, cross-sections, notes, elevations, typical sections, details and diagrams, design criteria, specifications, reports, studies, calculations, electronic files, records, and submittals prepared by the Contractor (and that have been signed and sealed by the Engineer of Record in accordance with the Project Requirements).

"Final Payment" means the final Progress Payment payable after Final Acceptance in accordance with the terms of this Contract.

"Float" means the difference between early completion times and late completion times for activities as shown on the Baseline CPM Schedule. Float is not for exclusive use or benefit of either the County or Contractor but is an expiring resource available to both parties on an as-needed basis.

"Force Majeure" with respect to the Work under a Phase, means any of the following events, except to the extent they fall within the definition of a Compensable Delay; a specific remedy for that event is provided for under any other provision of this Contract; or the event is expressly excluded from Force Majeure under any provision of this Contract:

- (a) any earthquake exceeding 3.5 on the Richter scale epicentered within 25 miles from the specific location of damage on the Worksite, any earthquake exceeding 5.0 on the Richter scale epicentered within 50 miles from the specific location of damage on the Worksite, and any earthquake exceeding 6.5 on the Richter scale epicentered within 75 miles from

the specific location of damage on the Worksite, based on the final determination regarding the location and magnitude of the earthquake published by the National Earthquake Information Center in Golden, Colorado;

- (b) any epidemic, pandemic, quarantine restrictions, blockade, rebellion, war, riot, civil commotion, act of a public enemy, act of sabotage, act of terrorism, or any malicious or other acts intended to cause loss or damage;
- (c) the discovery at, near, or on the Worksite of any archaeological, paleontological, or cultural resources or Hazardous Substances; except to the extent: (i) that the existence of such resources or substances was disclosed in this Contract, was otherwise known to the Contractor prior to the Applicable Proposal Date for that Work, or should otherwise have become known to the Contractor by undertaking reasonable investigation prior to the Applicable Proposal Date for that Work (including in the case of the Applicable Proposal Date for the Phase 2 Work, performing all investigations required and contemplated under the Phase 1 Work and Article 7 (Worksite)); or (ii) attributable to any breach of this Contract, any Applicable Law, or any Governmental Approval by, or any negligent act or omission of, the Contractor;
- (d) the discovery at, near, or on the Worksite of any species listed as threatened or endangered under any Federal or State endangered species Applicable Law, except to the extent that the presence of such species was disclosed in this Contract or the environmental documents for the Project as of the Applicable Proposal Date for that Work or was otherwise known to the Contractor prior to the Applicable Proposal Date for that Work;
- (e) the introduction or repeal (in whole or in part) of the amendment, alteration or change to, or the change in interpretation of (in each case including, to the extent applicable, by retroactive effect), any Applicable Laws, standards, practices, or guidelines issued or published by any Government Entity that occur at any time after the Applicable Proposal Date for that Phase and that is binding on the Contractor or necessary to be complied with in order to comply with the terms of this Contract;
- (f) any lawsuit seeking to restrain, enjoin, challenge, or delay the Work, or the granting or renewal of any Governmental Approval of the Work, except to the extent attributable to any breach of this Contract, any Applicable Law, or any Governmental Approval by, or any negligent act or omission of, the Contractor;
- (g) any physical destruction or damage caused by fire, lightning, explosion, drought, rain, flood, hurricane, storm, or action of the elements or other acts of God;
- (h) strike, labor dispute, freight embargos, work slowdown, work stoppage, secondary boycott, walkout, or other similar occurrence; and
- (i) during the performance of the Phase 2 Work at the Worksite, the number of Work Days of Delay caused by Adverse Weather Days exceeds any Adverse Weather Day allocation under Section 17.3(e) (Adverse Weather Days).

"GAAP" means Generally Accepted Accounting Principles in the United States of America as in effect from time to time.

"Good Industry Practice" means the exercise of the degree of skill, diligence, prudence, and foresight which would reasonably and ordinarily be expected from time to time from a skilled and experienced designer, engineer, or constructor seeking in good faith to comply with its contractual obligations, complying with all Applicable Laws and Governmental Approvals, using accepted design and construction standards and criteria normally used on similar projects in the State, and engaged in the same type of undertaking in the United States under similar circumstances and conditions, including any conditions affecting the Worksite.

"Goods" means Equipment, material, and other products incorporated into or required to perform the Work, or otherwise furnished by the Contractor in accordance with this Contract.

"Government Entity" means any federal, state, or local government and any political subdivision or any governmental, quasi-governmental, judicial, public, or statutory instrumentality, administrative agency, authority, body, or entity, other than the County.

"Governmental Approval" means any approval, authorization, certification, consent, decision, exemption, filing, lease, license, permit, bond requirement, registration, or ruling, issued or required by any Government Entity having subject matter jurisdiction by Applicable Law or consent of the County, required for performance of the Work or a part of it.

"Hazardous Substance" means one or more of the following:

- (a) any substance, product, waste, or other material of any nature whatsoever which is or becomes defined, listed, regulated, or addressed in or pursuant to any of the following Applicable Laws (which shall include any regulations either in the Code of Federal Regulations or the California Code of Regulations or other regulations implemented under the authority of such Applicable Laws):
 - (i) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §9601, et seq. ("CERCLA");
 - (ii) the Hazardous Materials Transportation Act, 49 U.S.C. §5101, et seq.;
 - (iii) the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. ("RCRA");
 - (iv) the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.;
 - (v) the Clean Water Act, 33 U.S.C. §1251 et seq.;
 - (vi) the Clean Air Act, 42 U.S.C. §7401 et seq.;
 - (vii) the California Hazardous Waste Control Act, California Health and Safety Code §25100 et seq.;
 - (viii) the California Underground Storage of Hazardous Substances Act, California Health and Safety Code §25280, et seq.;

- (ix) the California Hazardous Substance Account Act, California Health and Safety Code §78000 et seq. (with particular reference to the definition contained in California Health and Safety Code §78075);
 - (x) the California Safe Drinking Water and Toxic Enforcement Act, California Health and Safety Code §25249.5 et seq.;
 - (xi) the California Hazardous Waste Management Act, California Health and Safety Code §25170.1 et seq.;
 - (xii) the California Health and Safety Code §25501 et seq. (Hazardous Materials Response Plans and Inventory);
 - (xiii) the California Hazardous Substances Information and Training Act, California Labor Code §6360 et seq.;
 - (xiv) the California Porter-Cologne Water Quality Control Act, California Water Code §13000 et seq.; or
 - (xv) any other federal, state or local Applicable Law, regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material, as now or at any time hereafter in effect;
- (b) any substance, product, waste, or other material of any nature whatsoever which may give rise to liability under any of the Applicable Laws under sub-paragraph (a) of this definition or under any statutory or common law theory based on negligence, trespass, intentional tort nuisance, or strict liability or under any reported decisions of a state or federal court;
 - (c) notwithstanding California Health and Safety Code §25317, petroleum, petroleum by-products, waste oil, crude oil, and natural gas; and
 - (d) other substances, product, waste, or material defined, or to be treated or handled, as a Hazardous Substance pursuant to provisions of this Contract.

"Hazardous Waste" means any waste or combination of wastes as defined in 40 CFR 261.3 et seq., or regulated as hazardous waste in California pursuant to California Health and Safety Code, Chapter 6.5, Division 20, or defined as hazardous waste in 40 CFR 171.8, or listed by the U.S. Department of Transportation and regulated as hazardous under 49 C.F.R. § 172.101 and appendices (as amended, modified, or replaced from time to time).

"Identified Early Works Package" means any part of the Phase 2 Work expressly designated as an Identified Early Works Package in the Project Requirements.

"Incorporated Documents" means the documents listed as an attachment to the Project Requirements, as delivered by the County, provided that where a document is listed and delivered in full but is incorporated by reference only in part (by reference to express sections of the document in the Project Requirements or otherwise in this Contract), the term "Incorporated Document" shall be deemed to refer only to those parts that are expressly referenced.

"Incorporated Manuals" means the manuals listed in Attachment 1 (*Incorporated Manuals*) of Exhibit 4 (*Regulatory Requirements*), as delivered by the County.

"Indemnified Parties" means any or all of (as the context requires) the County, any County Contractor (other than the Contractor), any Government Entity, and their respective officers, agents, representatives, and employees, including the County's Authorized Representatives.

"Independent Cost Estimator" means, if engaged by the County, a County Contractor procured to provide an Owner's Estimate(s) for the Project.

"Indirect Loss" means loss of profits, loss of use, loss of production, loss of business, loss of business opportunity, or any claim for consequential damages, or for indirect loss or damages of any nature, but excluding any of the same that relate to payments expressly provided for under this Contract.

"Inexcusable Delay" means any Delay, including a Delay in starting the Work after the Commencement Date for that part of the Work, that is not an Excusable Delay.

"Installation" or **"Install"** means completing assembly, erection, or connection of Goods, parts, components, supplies, and related Equipment specified or required for the completion of the Work.

"Intellectual Property" means all current and future legal and/or equitable rights and interests, anywhere in the world, in know-how, patents (including applications), copyrights (including moral rights), trademarks (registered and unregistered), service marks, trade secrets (as defined by the Defend Trade Secrets Act § 2(b)(1) (18 USC § 1839(3)), and pursuant to US state and federal laws), designs (registered and unregistered), utility models, circuit layouts, mask works, business and domain names, inventions, solutions embodied in technology, and other intellectual activity, and applications of or for any of the foregoing, subsisting in or relating to the Work, Contractor-Furnished Documents or IP Materials. Without limiting the foregoing, Intellectual Property includes software and County Data. For the avoidance of doubt, Intellectual Property is distinguished from the physical, electronic, and/or mechanical embodiments of such Intellectual Property (See the definition of "IP Materials").

"IP Escrow" is defined in Section 33.8(b) (*IP Escrow*).

"IP Escrow Agent" is defined in Section 33.8(b) (*IP Escrow*).

"IP Materials" means all physical, electronic and/or mechanical embodiments of, and documents disclosing, Intellectual Property. Without limiting the generality of the foregoing, IP Materials include embodiments, documents, Contractor-Furnished Documents or other deliverables and/or work product incorporating concepts, inventions (whether or not protected under patent laws), works of authorship, information, new or useful art, combinations, discoveries, formulae, algorithms, specifications, manufacturing techniques, technical developments, systems, computer architecture, artwork, software, source code, decompilation instructions, programming, applets, scripts, designs, procedures, processes, and methods of doing business, and any other media, materials, plans, reports, project plans, work plans, documentation, training materials, and other tangible objects produced under the Contract or required by, incorporated into or combined with the Work or the Project.

"Key Personnel" means the individuals identified in the Contractor Commitments and any replacements approved in accordance with Section 5.3 (Key Personnel and other personnel).

"Loss" means any loss, damage, injury, liability, obligation, cost (including attorneys' fees on a full indemnity basis), response cost, expense, fee, charge, and judgment and, without limiting the foregoing and only to the extent not prohibited by law, any penalty or fine, whether direct, indirect, consequential, present, future, fixed, unascertained, actual, or contingent. Losses include injury to or death of Persons, damage or loss of property, and harm or damage to natural resources.

"Major Subcontract" means:

- (a) any Subcontract listed in Part A (*Major Subcontracts*) of Exhibit 5 (Subcontracting);
- (b) with respect to the Phase 1 Work, any Subcontract or combination of Subcontracts with a single Subcontractor, with a price in excess of one-half of one percent (0.5%) of the Phase 1 Contract Price;
- (c) with respect to the Phase 2 Work, any Subcontract or combination of Subcontracts with a single Subcontractor, with a price in excess of one-half of one percent (0.5%) of the Phase 2 Contract Price; and
- (d) any other Subcontract that the Parties agree from time to time is a Major Subcontract.

"Major Subcontractor" means a Subcontractor that is a party to a Major Subcontract.

"Matters" is defined in Section 33.10(b) (Intellectual Property Representations and Indemnification).

"Milestone" means an established point, event, or occurrence in the process of the Work that is included in or that is associated with the Schedule as defined in this Contract, and includes any designated activity, milestone, or other part of the Work under the Work Completion Schedule.

"Milestone OPC" means any milestones at which an OPC is required to be submitted by the Contractor under the Project Requirements.

"Mitigation Costs" means the cost of the additional resources, labor, plant, or equipment (if any) required to perform each of the mitigation actions to be undertaken by the Contractor under an accepted mitigation action plan to avoid, mitigate, or minimize the consequences of a Compensable Delay, which shall be calculated in accordance with Part B (*Basis for establishing costs associated with a Change*) of Exhibit 16 (Principles for estimating and calculation of cost of Changes).

"Modification" means any written addition, deletion, alteration, correction, or adjustment of any provision of this Contract (including with respect to time or cost), or any obligation of either Party under this Contract, whether pursuant to the unilateral exercise in writing by the County of any right under this Contract, or by a mutual written agreement signed by both Parties including any Modification for an Early Works Package; the Phase 2 Supplement (if any); and any Change Orders.

"Noncompliance Event" is defined in Section 19.1(a) (General).

"Notice" is defined in Section 39.1 (General).

"Notice of Completion" means a document recorded with the San Bernardino County Recorder by the County signifying completion of all Work.

"Notice of Intent to Claim" or **"NOIC"** is defined in Section 37.1(b)(i) (Notice of Intent to Claim).

"Notice of Partial Acceptance" means, with respect to a part of the Work agreed or directed as being capable of partial Acceptance under Section 18.1(a) (Agreement or direction of partial Acceptance), a Notice delivered by the Contractor to the County specifying that it considers all requirements satisfied for partial Acceptance under Section 18.1(a) (Agreement or direction of partial Acceptance), and the date on which it considers satisfaction of the requirements to have been achieved, in the form of Part A (*Contractor's Notice of Partial Acceptance*) of Exhibit 12 (Forms of Completion Certificates).

"Notice of Substantial Completion" means, with respect to a Phase, a Notice delivered by the Contractor to the County specifying that it considers all requirements satisfied for Substantial Completion under this Contract with respect to that Phase, and the date on which it considers satisfaction of the requirements to have been achieved, in the form of Part C (*Contractor's Notice of Substantial Completion*) of Exhibit 12 (Forms of Completion Certificates).

"Notice of Termination" means a Notice from the County to the Contractor terminating this Contract, or a part of it, either for convenience of the County or due to Contractor Default, as provided in this Contract.

"Notice to Proceed" means an authorization Notice from the County to the Contractor specifying the date on which the Phase 1 Work, an Early Works Package, or the Phase 2 Work (as applicable) is to commence.

"Notify" means to provide a Notice.

"Open Book Basis" means review by the County of documentation showing the Contractor's underlying assumptions and data associated with the issue in question, including assumptions as to costs of the Work or services to be provided under the Contract, schedule, composition of equipment spreads, equipment rates, labor rates, productivity, estimating factors, design and productivity allowance, Contingency and indirect costs, risk pricing, discount rates, interest rates, inflation and deflation rates, swap and hedge rates, insurance rates, bonding rates, letter of credit fees, overhead, profit, and other items reasonably required by the County to satisfy itself as to validity or reasonableness.

"Opinion of Probable Cost" or **"OPC"** means the estimated cost to complete the Phase 2 Work (or a part of the Phase 2 Work, including any Early Works Package) including all labor, materials, Equipment, bond premiums, and actual costs of procurement, professional services or construction, that is prepared by the Contractor during Phase 1 in accordance with Part A (*Principles for estimating cost of Phase 2 Work*) of Exhibit 16 (Principles for estimating and calculation of cost of Changes), the Project Requirements, and the other terms of this Contract.

"Owner's Estimate" means an independent cost estimate for the Phase 2 Work (or part of the Phase 2 Work, including any Early Works Package) prepared by the Owner's Estimator, for the purposes of comparison with an OPC, any other estimate prepared by the Contractor, or any cost proposal under the Phase 2 Proposal (or any Early Works Package Proposal).

"Owner's Estimator" means the County, an Independent Cost Estimator, and/or any other County Contractor designated by the County (in its sole discretion) to prepare an Owner's Estimate.

"Party" means each of the County and the Contractor (together the **"Parties"**).

"Passthrough RFC" is defined in Section 25.9(e) (Request for Change).

"Payment Bonds" means the payment bonds to be delivered by the Contractor to the County in accordance with Section 13.2 (Performance and Payment Bonds).

"Performance Bonds" means the performance bonds to be delivered by the Contractor to the County in accordance with Section 13.2 (Performance and Payment Bonds).

"Period of Performance" means the total time period as set out in the Schedule allowed for the Contractor to complete all or any defined element of the Phase 1 Work, an Early Works Package, or the Phase 2 Work.

"Person" means any individual, firm, corporation, company, LLC, LLP, joint venture, voluntary association, partnership, trust or public or private organization, other legal entity, or combination of the foregoing.

"Phase" means each or any of Phase 1 or Phase 2.

"Phase 1" means the phase in which the Phase 1 Work is performed.

"Phase 1 Contract Price" means the total compensation payable to the Contractor under this Contract for the completion of the Phase 1 Work as defined in Section 23.1(a) (Payment), as may be modified by any authorized cost changes for the Phase 1 Work under any Modifications.

"Phase 1 Work" means:

- (a) all Work required to be furnished, performed, or provided by the Contractor with respect to, and to generate the results specified, indicated, or implied in, the Statement of Work for the Phase 1 Work described in Section 3 (*Phase 1 Statement of Work*) of Part A (*Statement of Work*) of the Project Requirements; and
- (b) all other Work required to be furnished, performed, or provided by the Contractor under this Contract prior to issuance of a Notice to Proceed for the Phase 2 Work but excluding any Early Works Packages, which shall be deemed part of the Phase 2 Work.

"Phase 2" means the phase in which the Phase 2 Work is performed.

"Phase 2 Contract Price" means the total compensation payable or to be payable, to the Contractor for the completion of the Phase 2 Work as defined or to be defined in the Phase 2 Supplement, if executed (including the aggregate Early Works Package Contract Price agreed under any executed Modification(s) for Early Works Package(s)), as may be modified by any authorized cost changes for the Phase 2 Work under any Modifications issued or agreed after the date of the Phase 2 Supplement.

"Phase 2 Management Lump Sum Fee" means the weekly fee for all costs required to satisfy the Key Personnel requirements for the Phase 2 Work, to be incorporated or incorporated when calculating the Contractor Management Fee and in the weekly dollar amount set out in the Contractor Commitments. The Phase 2 Management Lump Sum Fee is inclusive of wages, including the cost of benefits except other compensation not included in wages.

"Phase 2 Margin Percentage" means the maximum markup percentage (in the aggregate, for the Contractor and any and all Subcontractors that are an Affiliate of the Contractor) that may be applied to the Construction Cost to cover all Contractor (and any and all Subcontractors that are an Affiliate of the Contractor, unless the Contractor demonstrates to the reasonable satisfaction of the County that the Affiliate operates as an independent entity with a separate profit center and separate home office overhead from the Contractor and the Subcontract with such Affiliate includes terms and conditions no less favorable than those that Contractor could reasonably obtain in an arms' length, competitively procured transaction with an unaffiliated Subcontractor) profit and markup costs (including for home (or main, branch or regional) office costs) for the Phase 2 Work (or any Early Works Packages) when calculating the Phase 2 Contract Price (or any Early Works Package Contract Price) in accordance with Section 22.2(a) (Markups for Change), in the percentage amount set out in the Contractor Commitments.

"Phase 2 Proposal" means the Contractor's proposal for the performance of the Phase 2 Work in the form set out in Part C (*Form of Phase 2 Proposal*) of Exhibit 11 (Form of Phase 2 Proposal) and otherwise including the information required under Section 2.3(c) (Form of the Phase 2 Proposal).

"Phase 2 Supplement" means an amendment and restatement of this Contract executed by the Parties if agreement is reached under Section 2.3(d)(ii) (Review of the Phase 2 Proposal), substantially in the form set out in Exhibit 15 (Form of Phase 2 Supplement).

"Phase 2 Work" means:

- (a) all Work required to be furnished, performed, or provided by the Contractor with respect to, and to generate the results specified, indicated, or implied in, the Statement of Work for the Phase 2 Work described in Section 4 (*Phase 2 Statement of Work*) of Part A (*Statement of Work*) of the Project Requirements, as may have been amended, extended, or modified under a Phase 2 Supplement or any other Modification; and
- (b) all other Work required to be furnished, performed, or provided by the Contractor under this Contract on and from issuance of a Notice to Proceed for the Phase 2 Work.

"Product Data" means illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate Goods, Equipment, or systems for a part of the Work.

"Progress Payment" means a payment of a portion of the Contract Price for partial completion of the Phase 1 Work, Phase 2 Work, or any Early Works Packages (as applicable).

"Project" means the project that is the subject of this Contract as described in the Project Requirements, and all other work products to be provided by the Contractor in accordance with this Contract.

"Project Management Plan" or "PMP" means the project management plan for the Project prepared by the Contractor, as described in the Project Requirements.

"Project Plan" means each of the Contractor plans listed in the Project Requirements, including all subsidiary plans and supporting documents and information.

"Project Requirements" means those performance and prescriptive specifications and requirements, drawings, and other documents incorporated into this Contract (whether directly, by attachment, by reference, or by the Phase 2 Supplement or any other Modification) under Exhibit 3 (Project Requirements).

"Protection-in-Place" means any temporary measure, permanent installation, or activity undertaken to avoid damaging a Utility which does not involve removing or relocating that Utility, including staking the location of a Utility, avoidance of a Utility's location by Construction Equipment, installing steel plating or concrete slabs, encasement in concrete, temporarily de-energizing power lines, installing physical barriers, and temporarily lifting power lines without cutting them but excluding any Temporary Relocation.

"Punch List" means the list of Work which remains to be completed after Substantial Completion of the Work (or a Phase of the Work or other part of it, as the case may be) as determined by the County which shall be limited to minor incidental items of Work necessary to correct imperfections which have no adverse effect on the safety, usability, or operability of the Work (or completed part of the Work, as the case may be), as listed in the applicable Certificate of Substantial Completion.

"Reasonable Efforts" means all those steps (if any) in the power of the relevant Party that are capable of producing the desired result, being steps which a prudent, determined, and commercially reasonable Person desiring to achieve that result would take. Reasonable Efforts does not mean that, subject to its other express obligations under this Contract, the relevant Party is required to expend funds, except for those necessary to meet the reasonable costs reasonably incidental or ancillary to the steps to be taken by the relevant Party (including its reasonable travel expenses, correspondence costs, and general overhead expenses).

"Records" is defined in Exhibit 4 (Regulatory Requirements).

"Reference Documents" means all written information provided to the Contractor or any Contractor-Related Entity by the County or any of its County Contractors not expressly incorporated into this Contract including:

- (a) information provided to the Contractor prior to the date of this Contract, including: (i) the RFQ and its contents; and (ii) the documents listed in Appendix G (*Reference Documents*) of the RFQ and any other information provided to proposers in accordance with Section 1.11 (*Reference Documents and diligence*) of the RFQ; and
- (b) information that is described or listed as a Reference Document (or part of a Reference Document) in this Contract or that is indicated as "reference" specifications, drawings, documents, or information or otherwise clearly marked as "For Information Only" or "Not for Construction".

"Reference Standards" means authoritative principles, rules, and models used to determine or establish the acceptability of the Work or elements of the Work, Goods, work procedures, or workmanship that are described in documents other than this Contract and that are incorporated into this Contract only by reference.

"Release Conditions" is defined in Section 33.8(c) (*IP Escrow*).

"Relocation" or **"Relocate"** means the necessary removal, rearrangement, abandonment, or Protection-in-Place (including provision for temporary services, as necessary) of any or all Utilities, in order to accommodate or permit construction on the Project.

"Remedial Plan" is defined in Section 30.2(b) (*Cure Notice*).

"Request for Change" means a request Notice clearly marked 'Request for Change' and submitted by the Contractor to the County in accordance with Section 25.9 (*Request for Change*).

"Request for Final Acceptance" means, with respect to a Phase, a Notice delivered by the Contractor to the County specifying that it considers the Work complete under that Phase, and that all requirements for Final Acceptance under this Contract with respect to that Phase have been satisfied and the date on which it considers such completion of the Work and satisfaction of the requirements to have been achieved, in the form of Part E (*Contractor's Request for Final Acceptance*) of Exhibit 12 (*Forms of Completion Certificates*).

"Request for Information" or **"RFI"** means a request Notice clearly marked 'Request for Information' and submitted by the Contractor to the County detailing any request for clarification or information with respect to a part of the Work or this Contract.

"Request for Qualifications" or **"RFQ"** means all documents, whether attached or incorporated by reference, utilized for soliciting proposals for the Project.

"Required Insurances" is defined in Section 28.1(a)(i) (*Required Insurance*).

"Required Subcontract Provisions" means the provisions required to be included in each Subcontract under Part B (*Required Subcontract Provisions*) of Exhibit 5 (*Subcontracting*).

"Risk Management Plan" or "RMP" means the Contractor's plan for risk management for its performance of the Work and for the Project risks owned by and allocated to, the Contractor under the Risk Register.

"Risk Register" means a register incorporating a listing of risks for the Project (whether or not allocated to the County or the Contractor), assessments of those risks (including cost and schedule impacts associated with the risks), an evaluation and identification of mitigation measures, and allocation of responsibility for those risks and mitigation measures.

"Samples" means physical examples that illustrate materials, Equipment, fixtures, and workmanship, and which establish standards by which the Work may be judged.

"Schedule" means a time-phased, resource-loaded, Work execution plan accepted by the County in accordance with this Contract, identifying all activities necessary to complete the Work (or a Phase of the Work) in a logical manner in a Baseline CPM Schedule format, which shall:

- (a) include the Baseline CPM Schedule, the Current CPM Schedule, and, in the case of the Phase 2 Work, the As-Built Schedule, and all updates to any of them;
- (b) provide the start and completion date of each activity and its Milestones;
- (c) include the Milestones for the Period of Performance of any defined elements of the Work (or Phase of the Work), and for the entire Contract Time (as applicable to the Phase of the Work), including any activities that may follow the defined Period of Performance; and
- (d) include all mandatory Milestones for completion of the Work (or Phase of the Work).

"Scheduled Completion Date" means:

- (a) in the case of the Phase 1 Work and Phase 2 Work, the date Final Acceptance is scheduled to be achieved for the Phase 1 Work or Phase 2 Work (as applicable); and
- (b) in the case of a Milestone, Early Works Package, or other part of the Work designated under the Work Completion Schedule, the date completion of that Milestone, Early Works Package, or other part of the Work in a condition to be Accepted by the County in accordance with this Contract is scheduled to be achieved,

in each case, as specified in the Work Completion Schedule and as may be extended by any time extension granted under a Modification in accordance with this Contract (or, with respect to Phase 1, as established by the Baseline CPM Schedule subject to the conditions and requirements of the Contract Documents).

"Schedule of Quantities and Prices" means the form of schedule of quantities and prices agreed by the Parties or directed by the County under Part A (Principles for estimating cost of Phase 2 Work) of Exhibit 16 (Principles for estimating and calculation of cost of Changes) and to be completed and submitted by the Contractor in accordance with this Contract.

"Schedule of Values" means the proposed or agreed (as the context requires) breakdown of the Phase 2 Contract Price (or an Early Works Package Contract Price, as applicable) into specific

components of the Phase 2 Work (or an Early Works Package, as applicable) based on the Schedule of Quantities and Prices, to demonstrate the plan for Progress Payments for the Phase 2 Work (or an Early Works Package, as applicable).

"Schematic Design" means the initial phase of the design process in which the Project's basic scope, conceptual design, scale, and relationships among components are established. This phase typically includes site plans, floor plans, key elevations, and preliminary systems (e.g., structural, mechanical). The goal is to explore design options and develop a preferred approach that aligns with program, budget, and goals.

"Shop Drawings" means part of the Construction Documents, consisting of original drawings, plans, diagrams, schedules, and other data pursuant to the Work specifically prepared and submitted to the County by the Contractor or any of its Subcontractors or Suppliers of any tier, and which show in detail:

- (a) the proposed fabrication and assembly of a specific part of the Work; and
- (b) the installation (form, fit, and attachment details) of a specific part of the Work,

including Product Data, literature, and performance and test data, as appropriate.

"Standard Work Day" means, in accordance with State law, eight consecutive working hours, allowing a maximum of one non-working hour for lunch and breaks, unless otherwise agreed to by the Parties in writing.

"State" means the State of California.

"Statement of Work" means the statement of Work to be performed under this Contract under Part A (*Statement of Work*) of the Project Requirements.

"Stop Work Notice" means a Notice delivered by the County to the Contractor under Section 11.3 (Corrective action) or Section 15.4 (Emergencies) instructing the Contractor to immediately suspend performance of a whole or a part of the Work in accordance with Section 17.7 (Suspension).

"Subcontract" means any contract, including contracts of any tier, to furnish Work, Goods, or Equipment (construction or otherwise) between the Contractor and any Subcontractor or between Subcontractors, at any tier.

"Subcontractor" means any Person, other than employees of the Contractor or Subcontractor, that enters into contract with the Contractor or any Subcontractor to furnish Work, Goods, or Equipment (construction or otherwise), at any tier. Subcontractor includes any Affiliates of the Contractor furnishing Work, Goods, or Equipment (construction or otherwise) to the Contractor for the purposes of the Project.

"Subcontractor Bidding and Selection Plan" means the plan prepared by the Contractor and submitted to the County for review and Approval, defining the Contractor's approach to subcontracting, and selecting contractors to perform that part of the Work that will not be self-

performed, that is compliant with Section 13.1 (Subcontracting) of the Contract in all respects, and that includes:

- (a) a recommended division of the Phase 2 Work to facilitate the bidding and award of trade contracts;
- (b) identification of the procedures for solicitation and selection, including time periods for each step of the process, and identification of the basis of award (lowest responsive bid by a responsible bidder, or best value);
- (c) provision for involvement by the County in Major Subcontract solicitation, bidding and selection; and
- (d) identification of the Phase 2 Work that the Contractor proposes to self-perform with its own forces and how the Contractor will ensure that the pricing of self-performed Phase 2 Work will be most advantageous to the County, including procedures for soliciting competitive/comparative bids if requested by the County and/or use of benchmarking data or other processes.

"Subcontractor Insurances" is defined in Section 28.1(b)(i) (Subcontractor Insurance).

"Substantial Completion" means the Phase 1 Work, the Phase 2 Work under a Phase 2 Supplement or in the case of an Early Works Package, a Modification, or all the Work or another part of it (as applicable), is sufficiently complete in accordance with this Contract, to be used by the County for the purpose for which it was intended.

"Supplier" means any Subcontractor not performing Work at the Worksite that supplies Goods, Equipment, or Construction Equipment by transporting, delivering, or carrying such Goods, Equipment, or Construction Equipment to or from the Worksite.

"Surety" means a properly licensed surety company, insurance company, or other Person approved by the California State Insurance Commissioner to do business in California.

"Technical Data" means any form or format of technical writing, pictorial reproductions, drawings or other graphic representations, and documents of a technical nature, including computer software and program listings, which are developed or required to be delivered pursuant to this Contract including:

- (a) manuals or instructional information prepared for installation, operation, maintenance, or training purposes;
- (b) data pertaining to items, components, or processes which were prepared for the purpose of identifying sources, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements; and
- (c) computer and microprocessor software documentation including program design language or pseudo-code listings, fully annotated source code, and machine level listings,

but excluding financial reports, cost analyses, and other information incidental to contract administration.

"Temporary Construction Easement" means the temporary property interests or rights to occupy or use land or buildings obtained by the County and identified as Temporary Construction Easements in Exhibit 6 (Worksite) as a part of the Worksite on which Construction Work not part of the permanent Work associated with the Project can take place, subject to any additional limitations described in this Contract.

"Temporary Relocation" means:

- (a) any interim relocation of a Utility (including the installation, removal, and disposal of the interim facility) pending installation of the permanent facility in the same or a new location; and
- (b) any removal and reinstallation of a Utility in the same place with or without an interim relocation.

"Term" is defined in Article 2 (Term and Phased Work).

"Termination Transition Plan" is defined in Section 31.1(f)(i) (Contractor obligations).

"Third Party" means a Government Entity, utility company, railroad, or other entity that contracts with the County by means of a cooperative agreement, utility services agreement, or other similar agreement or that otherwise has approval rights, regarding the design, construction, reconstruction, rearrangement, or improvement of facilities owned or controlled by the Third Party, to facilitate the Project. For the avoidance of doubt, this definition is not applicable where the term "third party" appears in lower case, in which case Section 1.2(f)(xxii) (Word construction) will apply.

"Third Party IP" means Intellectual Property owned by any Person other than a Contractor-Related Entity or the County.

"Third Party Requirements" means any requirements of a Third Party for the performance of the Work set out as an attachment to the Project Requirements.

"Third Party Work" means any part of the Work comprising the removal, replacement, restoration, alteration, reconstruction, support, relocation, or other adjustments of all or a portion of a facility, infrastructure or improvement under the ownership or operating jurisdiction of a Third Party, including any Utility Adjustments.

"Time Impact Analysis" means a time impact analysis prepared by the Contractor to demonstrate the impact of an event (including any pending Modifications or Claims or any Delays), prepared in accordance with the Project Requirements.

"Total Contract Price" means, at any time, the total compensation payable to the Contractor under this Contract for the completion of the Work then authorized, including all authorized cost changes under a Phase 2 Supplement or any other Modification.

"Type 1 Condition" is defined in Section 7.3 (Differing Site Conditions (Type 1 and Type 2)).

"Type 2 Condition" is defined in Section 7.3 (Differing Site Conditions (Type 1 and Type 2)).

"Unit" means a single item or group of items constituting a single unit which is identified as a Unit or Unit Priced item in the Schedule of Quantities and Prices.

"Unit Price" means the price of a single Unit.

"Utility" means a privately, publicly, or cooperatively owned line, facility, or system (including municipal or government lines, facilities, and systems) for transmitting or distributing communications, cable television, power, electricity, gas, oil, crude products, water, steam, waste, or any other similar item, including any fire or police signal system as well as streetlights associated with any publicly-owned roadways. However, when used in the context of a Relocation with respect to facilities to accommodate the Project, the term "Utility" excludes: (a) storm water facilities; and (b) traffic signals, ramp metering systems, flashing beacon systems, and lighting systems serving existing improvements. The necessary appurtenances to each Utility facility shall be considered part of such Utility.

"Utility Adjustment" means each relocation (temporary or permanent), abandonment, Protection-in-Place, removal (of previously abandoned Utilities as well as of newly abandoned Utilities), replacement, reinstallation, rearrangements, or modification of existing Utilities necessary to effect a condition equal to the existing Utility facilities and excluding any Betterments. The Work involving Utility Adjustments for each crossing of the Worksite by a Utility that crosses the Worksite more than once will be considered a separate Utility Adjustment. For any Utility installed longitudinally within the Worksite, the Work for a Utility Adjustment for each continuous segment of that Utility located within the Worksite will be considered a separate Utility Adjustment.

"Value Engineering Report" means a report that tracks all value engineering proposals and innovations offered by the Contractor or offered by the County and considered by the Contractor, and that details how value engineering has been utilized and incorporated into the Phase 2 Proposal as more fully described in the Project Requirements.

"Warranty" means a representation, promise, or affirmation given by the Contractor to the County regarding the nature, description, usefulness, suitability, lifecycle, condition, construction, materials, workmanship, or any other aspect of the Work, or any part of it, whether contained in any express term of this Contract, including in documents incorporated by reference or provided by the Contractor, any Subcontractor, manufacturer, or any other Person.

"Warranty Commencement Date" means:

- (a) in the case where a Phase 2 Supplement is executed, the later of:
 - (i) the date of the Certificate of Final Acceptance for the Phase 1 Work; and
 - (ii) the date of the Certificate of Final Acceptance for the Phase 2 Work or such earlier date on which responsibility for the maintenance, loss, or damage for the Phase 2

Work passes to the County under Section 18.2(f) (Responsibility for Loss, maintenance, and damage), or

- (b) in the case where Section 2.3(e) (Failure to agree to a Phase 2 Supplement) applies and a Phase 2 Supplement is not executed, the later of:
 - (i) the date of the Certificate of Final Acceptance for the Phase 1 Work; and
 - (ii) if any Modifications for Early Works Packages have been issued, the date on which the Work under all those Early Works Packages has been completed and Accepted by the County in accordance with this Contract,

provided that in the case of an Early Works Package, the Warranty Commencement Date for that Early Works Package may be such other date as may be expressly defined as such in the Modification for that Early Works Package.

"Warranty Period" is defined in Section 21.2 (Commencement and duration).

"Work" means all work, services, and obligations of the Contractor described in this Contract including the sum total of productive and operative efforts used to generate the results specified, indicated, or implied in this Contract to complete the fully functional facility or Project, including all related activities to:

- (a) perform all required Design Work;
- (b) develop and maintain all required Contractor-Furnished Documents in accordance with this Contract; and
- (c) perform all required Construction Work,

provided that the Work shall only include the Phase 2 Work to the extent a Phase 2 Supplement is agreed and executed in accordance with this Contract (or in the case of an Early Works Package, to the extent that Modification with respect to that part of that Early Works Package has been issued in accordance with this Contract).

"Work Completion Schedule" means, with respect to a Phase, the schedule of material Contract dates applicable to that Phase including the dates for completion of a Milestone and the Work under that Phase in a condition to be Accepted by the County in accordance with this Contract, as set out in Exhibit 2 (Work Completion Schedule), as may be modified or supplemented under a Phase 2 Supplement or any other Modification.

"Working Drawings" means original drawings prepared by the Contractor or its Subcontractors illustrating Construction Work that will not become an integral part of the completed Work including drawings for temporary structures such as decking, bulkheads, excavation supports, utility support, groundwater control, forming, and false work.

"Worksite" means the area(s) designated by the County for performance of Construction Work in Exhibit 6 (Worksite), as may be amended by the Phase 2 Supplement or under any other Modification, including the Temporary Construction Easements.

"Worksite Access Date" means the date specified for Access to the Worksite, as specified in Exhibit 6 (Worksite).

EXHIBIT 2

WORK COMPLETION SCHEDULE

(Article 17)

Milestone Ref.	Description	Schedule	Liquidated Damages Amount per Day
Phase 1 Work			
Milestone 1	Final Program Validation Report and Conceptual Design Base Information	55 calendar days from the Commencement Date stated in the Notice to Proceed for the Phase 1 Work	\$1,000
Milestone 2	100% Schematic Design and OPC	115 calendar days from completion of Milestone 1	\$1,000
Milestone 3	50% Design Development and OPC	90 calendar days from completion of Milestone 2	\$1,000
Milestone 4	100% Design Development and submittal of Phase 2 Proposal (including GMP)	115 calendar days from completion of Milestone 3	\$1,000
<p>The maximum liquidated damages for which the Contractor shall be liable under <u>Section 17.5 (Liquidated damages for Delay)</u> of the Contract for failure to meet any or all Milestones under the Phase 1 Work by the date designated in this Work Completion Schedule is 10% of the Phase 1 Contract Price (in aggregate).</p>			
Phase 2 Work			
Milestone 5	Scheduled Completion Date for the Phase 2 Work (as at the Effective Date)	To be developed in collaboration with the Contractor and the County	Specific amounts to be set forth in Phase 2 Supplement (or other Modification for an Early Works Package, as applicable)
<p>The maximum liquidated damages for which the Contractor shall be liable under <u>Section 17.5 (Liquidated damages for Delay)</u> of the Contract for failure to meet any or all Milestones under the Phase 2 Work will be as set out in the Phase 2 Supplement (or other Modification for an Early Works Package, as applicable).</p>			

EXHIBIT 3

PROJECT REQUIREMENTS

**DEPARTMENT OF PUBLIC WORKS (DPW) HEADQUARTERS REPLACEMENT
PROGRESSIVE DESIGN-BUILD PROJECT**

EXHIBIT 3

PROJECT REQUIREMENTS

CONTENTS

PART A: STATEMENT OF WORK.....	2
1. INTRODUCTION.....	2
2. PROGRESSIVE DESIGN-BUILD SERVICES	3
3. PHASE 1 STATEMENT OF WORK.....	6
4. PHASE 2 STATEMENT OF WORK.....	24
PART B: PHASE 2 WORK SPECIFICATIONS	45
ATTACHMENTS.....	46
ATTACHMENT A – EXHIBIT 3 DEFINED TERMS AND ACRONYMS.....	47
ATTACHMENT B – INCORPORATED DOCUMENTS	48

PART A: STATEMENT OF WORK

1. INTRODUCTION

1.1 PROJECT SUMMARY

The Project involves the development of a new Department of Public Works (DPW) Headquarter, a modern and efficient facility to serve as an operational hub for County's critical infrastructure management functions. The project will encompass a 75,455 GSF headquarters building, strategically designed to accommodate current and future needs that optimize functionality, sustainability and healthy workplace environments while maintaining the highest standards of quality in alignment with County requirements.

The Project includes the retention of the existing 5,425 GSF Fleet Maintenance Administration building, reinforcing the continuity of Fleet Maintenance operations while integrating it into the broader campus vision. Recognizing the need for flexibility and adaptability, the County is interested in identifying opportunities for future campus growth through appropriate planning to support the County's existing and evolving needs on this campus.

The Project will address the comprehensive parking and operational requirements of the DPW campus. It will include the provision of 530 parking stalls, with 100 secured stalls specifically allocated for operational needs, providing safe and convenient access for Public Works fleet vehicles. Additionally, the Project will deliver 179 secured replacement stalls for the Fleet Maintenance Motor Pool and 265 replacement stalls for the County shared lot, ensuring seamless integration of existing and new facilities.

A key component of this initiative is the development of a comprehensive master plan for the DPW campus. This plan will holistically optimize the campus layout, including the integration of the new Public Works building and demolition of the existing building, EV charging infrastructure and code mandates, parking needs, and current/future Fleet Maintenance operations, with a focus on maintaining operational continuity throughout the construction process. The master plan will also prioritize adaptability, ensuring the campus can respond to technological advancements and operational shifts over time.

The DPW Headquarters building itself will reflect the County's commitment to:

- **Efficiency and Flexibility:** The design will incorporate adaptable and multi-functional spaces that enhance workflow and foster collaboration.
- **Sustainability:** Durable, efficient and environmentally conscious materials will be used, supporting the County's sustainability goals.
- **Innovation:** Integration of modern systems and facilities to meet current operational demands while anticipating future needs.
- **Timely Delivery:** Leveraging the progressive design-build approach to meet program and budget requirements in the shortest possible timeframe.

The performance by either party of its obligations under this Contract shall not in any manner limit the independent evaluation and full discretion that the County will exercise in conducting environmental review, preparing environmental documents for the Project and choosing a no-build alternative for the Project, nor does it predetermine the outcome of the Environmental Review Process.

The County retains exclusive control and decision-making authority over the identification of preferred alternatives for the Project for the purpose of the Environmental Review Process.

Nothing in this Contract shall commit the County to any alternative under consideration as part of the Environmental Review Process. The County will not proceed, nor permit the Contractor to proceed, with any activities that would prejudice the Environmental Review Process, until the Record of Decision has been obtained.

1.2 PROJECT GOALS

The goals for the Project include:

- (a) **Maximize Value & Accelerate Delivery** – Leverage a progressive design-build approach to optimize cost, schedule, and quality within the \$77M construction budget. Phase 1 will be completed within 14 months of the Notice to Proceed, with Phase 2 finalized by **October 2029**.
- (b) **Enhance Operational Efficiency** – Develop a modern, strategically designed facility that optimizes workflow, collaboration, and service delivery for the Department of Public Works staff.
- (c) **Prioritize Security & Accessibility** – Incorporate controlled access, secure parking, and appropriate passive and active security measures while ensuring a welcoming and functional public-facing environment.

2. PROGRESSIVE DESIGN-BUILD SERVICES

2.1 GENERAL

- (a) The Contractor shall work collaboratively with the County to deliver the Work under two phases:
 - (i) Phase 1: preconstruction services (the "**Phase 1 Work**"); and
 - (ii) Phase 2: final Design and Phase 2 Work (the "**Phase 2 Work**").
- (b) The Project is being delivered under this single Contract covering both the Phase 1 Work and the Phase 2 Work. As of the Effective Date, this Statement of Work describes the detailed tasks to be performed as part of the Phase 1 Work and the currently anticipated scope for the Phase 2 Work. Subject to and following execution of a Phase 2 Supplement (or Modification for any Early Works Packages),

this Contract will be amended to include an updated Statement of Work for the Phase 2 Work.

2.2 **CONTRACTOR ROLES AND RESPONSIBILITIES**

The Contractor shall collaborate with the County and provide, in a timely manner, all Work necessary to complete the Project scope. The Contractor responsibilities include all the tasks below, performed in accordance with the Contract.

(a) **Phase 1 Work**

- (i) The Phase 1 Work will be performed following issuance of the Notice to Proceed for the Phase 1 Work.
- (ii) The Phase 1 Work consists of preconstruction services pursuant to which the Contractor will work collaboratively with the County to perform the Phase 1 Work tasks identified in Section 3 below and otherwise in the Contract (including the Project Requirements) including:
 - (A) development of the Design Documents to 100% Design Development;
 - (B) performance of additional geotechnical investigations and other site investigations;
 - (C) identification of cost-effective value engineering alternatives;
 - (D) active participation in partnering sessions and in working group meetings;
 - (E) evaluation of construction phasing options and development of the schedule for the Phase 2 Work under an iterative process;
 - (F) performance of risk management activities;
 - (G) development of the Construction Costs on an Open Book Basis under an iterative process;
 - (H) submittal to the County of a Phase 2 Proposal for the Phase 2 Work and a negotiated Phase 2 Contract Price (including submittal of Early Works Package Proposals); and
 - (I) performance of any other Phase 1 obligations expressly allocated to the Contractor under the terms of this Contract.

(b) **Phase 2 Work**

- (i) The Phase 2 Work will be performed subject to and following issuance of the Notice to Proceed for the Phase 2 Work or in the case of an Early Works Package, upon issuance of a Notice to Proceed for that Early Works Package.

- (ii) The Phase 2 Work consists of construction services pursuant to which the Contractor will work collaboratively with the County to perform the Phase 2 Work tasks identified in Section 3.6(a) below and otherwise in the Contract (including the Project Requirements) including: active participation in the working group meetings, performance of the Phase 2 Work, and testing, completion, and performance of any other obligations expressly allocated to the Contractor under the terms of this Contract.
- (iii) As set out under the Contract, subject to and following execution of a Modification and issuance of an interim Notice to Proceed, the Contractor will commence performance during the Phase 1 of those elements of the Phase 2 Work defined as Identified Early Works Packages and in advance of issuance of the Notice to Proceed for the full scope of the Phase 2 Work. The County may also authorize the performance of additional Early Works Packages.

(c) **Location and Equipment**

- (i) All meetings are to be virtual, unless the County directs that a meeting will be in-person at a County location.

2.3 **COUNTY ROLES AND RESPONSIBILITIES**

The County will collaborate with the Contractor and will fulfill its responsibilities in a timely manner to facilitate the Contractor's timely and efficient performance of services. The County intends (directly or with the support of or through, another County Contractor) to perform the following tasks related to the Project, as further described in the Contract:

- (a) furnish all Reference Documents, Incorporated Manuals, and Incorporated Documents;
- (b) deliver additional information to the Contractor as required under the Contract;
- (c) provide the Contractor with Access to the Worksite;
- (d) obtain the County-Provided Approvals, if any;
- (e) collaboratively work with the Contractor in the Contractor's performance of the Phase 1 Work and Phase 2 Work, including active participation in the partnering sessions and the working groups;
- (f) provide cost and schedule related scope decisions in a timely manner;
- (g) provide construction and quality management oversight;
- (h) review Contractor-Furnished Documents and provide comments to the Contractor where applicable;
- (i) procurement, administration, management and oversight of any County Contracts;

- (j) inspection and reviews for the purposes of assessing whether the conditions for Partial Acceptance, Substantial Completion, and Final Acceptance have been satisfied;
- (k) coordinating, meeting, and negotiating with the Contractor with respect to the Phase 2 Proposal (and any Early Works Package Proposals);
- (l) making timely payments to the Contractor; and
- (m) performance of any other obligations expressly allocated to the County under the terms of this Contract.

3. **PHASE 1 STATEMENT OF WORK**

It is anticipated that the Phase 1 Work will be performed over the duration of time described in the Work Completion Schedule.

The Contractor will work collaboratively with the County to perform the tasks identified in this Statement of Work and otherwise in the Contract (including the Project Requirements).

The Phase 1 Work will include the following Tasks set out in Sections 3.1 to 3.9 below.

3.1 **TASK 1 – PHASE 1 PROJECT ADMINISTRATION**

The Contractor shall provide all necessary project management, labor, services, and coordination throughout the Phase 1. The project management scope to be performed as part of the Phase 1 Work shall include the following subtasks. The activities, Project Plans, and other Contractor-Furnished Documents performed or prepared under these subtasks should contemplate the whole of the Project (including the Phase 2) to the extent described and to the extent required to prepare the Phase 2 Proposal (and any Early Works Package Proposal). Any updates to the activities, Project Plans, and other Contractor-Furnished Documents that are required only as a part of the Phase 2 Work (including any Early Works Package), will be part of the scope of the Phase 2 Work (including any Early Works Package).

(a) **Project Management Plan**

- (i) The Contractor shall prepare a project management plan ("**Project Management Plan**" or "**PMP**") for review and acceptance by the County. The Contractor's PMP shall include the Phase 1 Work and Identified Early Works Packages and define the responsibilities, interfaces, and processes for necessary project controls and procedures for conducting the Work. The PMP shall outline the process for managing resources, communications, budget, schedule, safety, reports outlining project status and progress, document control, quality assurance/quality control, and all other general and administrative tasks.

- (ii) The Contractor shall convene and lead an over the shoulder review of the PMP with the County at least two Days prior to draft submission. If the Contractor is issued a Notice to Proceed for the Phase 2 Work (or an Early Works Package), the Contractor shall update the PMP to comply with relevant requirements, provided that such updates shall be considered as part of the Phase 2 Work. The PMP shall be considered a controlled document that shall not be altered without re-submittal to the County for review and acceptance of the proposed updates.
 - (iii) Without prejudice to Section 5.2(c) (Contractor Representative) of the Contract, the Contractor's project manager shall be the main point of communication with the County with respect to the delivery of the Phase 1 Work and shall be responsible for reacting in a timely manner to the various management information system reports, as needed, to correct or adjust activities that are diverging from the scope, schedule, or quality. The Contractor shall ensure that Contractor's project manager reports all such corrective measures to the County in accordance with the Contract.
 - (iv) The Contractor is responsible for directing and monitoring Subcontractors' performance of Work, including requiring Subcontractors to conform to the established PMP, Contract criteria, and quality program requirements. The Contractor shall manage Subcontractors, monitor progress and costs, and prepare monthly progress reports on these matters; and conduct progress and coordination meetings weekly. To the extent requested by the County in accordance with Article 5 (Cooperation and Governance) of the Contract, the Contractor shall ensure that a representative from a Subcontractor attends the working group meetings.
 - (v) The PMP shall outline the process for requests and to seek approval from the County for deviations to the Project Requirements.
 - (vi) The PMP shall outline and incorporate the Contractor's plan. Particularly, but not exclusively, the Contractor shall address quality management, risk management, and cost and schedule controls.
 - (vii) Deliverables:
 - (A) Draft PMP, due 30 Days after the Commencement Date under the Notice to Proceed for the Phase 1 Work
 - (B) Final PMP, due two weeks after receipt of the County's comments
- (b) **Partnering Session(s)**
- (i) Within 15 Days after the Notice to Proceed, the County or its designee will conduct an initial team building workshop for Contractor and County personnel. The initial workshop must be held within 45 Days after Notice to Proceed. The initial workshop is expected to last approximately one Day and

will be held in close proximity to the IPMO offices. The initial workshop shall be attended by the Key Personnel as listed in the Contractor Commitments in Exhibit 8 of the Contract. The County may also invite (for the whole or part of the workshop) attendees from applicable Third Parties and other external stakeholders.

- (ii) To the extent the County considers it beneficial or if required by the County, follow-on facilitated partnering session(s) shall be held periodically during the performance of the Work.
- (iii) The partnering session(s) will focus on how to work together collaboratively to support the performance of the Work by the Contractor, resolve issues, and achieve the Project objectives. The partnering session(s) are meant to establish channels of communication to maximize productivity of everyone working on the Project and minimize conflict. During the initial workshop, the Parties will develop a program for the continuation and maintenance of the partnering initiative.

(c) **Project Schedule**

- (i) Developing and maintaining an accurate cost/schedule integration system in sufficient detail to show a logical sequence by which the Contractor proposes to coordinate and carry out all Work required under this Contract is critical to the success of the Project. It is the Contractor's responsibility to effectively plan, schedule, manage, and execute the Work in accordance the Contract.
- (ii) Deliverables:
 - (A) initial CPM Schedule for the Phase 1 Work;
 - (B) updated CPM Schedule to incorporate the Phase 2 Work (or an Early Works Package, as applicable); and
 - (C) current CPM Schedule.

(d) **Risk Management**

- (i) The Contractor must attend and actively participate in an initial risk management meeting and additional risk management meetings at the times set out in, and in accordance with, Section 5.4 (Risk management meetings) of the Contract.
- (ii) The Contractor must assist the County to perform risk avoidance and mitigation activities in accordance with Section 5.4 (Risk management meetings) of this Contract.
- (iii) The Contractor must participate in the preparation, modification, and maintenance of the Risk Register, and must continuously communicate its

assumptions regarding impacts to construction-related risks and other risks as the Phase 1 Work progresses.

- (iv) The Contractor must perform all other risk management activities described in these Project Requirements and otherwise under this Contract.
- (v) Deliverables:
 - (A) All deliverables required as part of the Phase 1 Work for risk management.

(e) **Monthly Invoices and Progress Reports**

- (i) The Contractor shall prepare monthly progress reports and detailed monthly invoices in accordance with the Contract. The Contractor shall include in its monthly progress report at a minimum the following elements (in each case by reference to the applicable Contract provisions):
 - (A) executive summary, including a description of the month's activities;
 - (B) Contract status (budget and schedule, including the Current CPM Schedule);
 - (C) identification of potential high-risk issues, potential problems, and variances to the baseline;
 - (D) status of Phase 1 Work deliverables achieved to-date and complete during the reporting period;
 - (E) status of the implementation of the current Subcontractor Bidding and Selection Plan;
 - (F) status of Milestone OPC preparation and submission;
 - (G) status of the progress made in satisfying the conditions to: (1) submittal of Early Works Package Proposals for the Identified Early Works Package and (2) the Phase 2 Proposal;
 - (H) status of negotiations for the Phase 2 Work;
 - (I) log of current deliverables;
 - (J) list and copies of Governmental Approvals obtained;
 - (K) construction progress (subject to the authorization of any Early Works Packages);
 - (L) detailed description of all significant problems encountered or anticipated in connection with any long lead procurements or Phase

2 Work (subject to the authorization of any Early Works Packages);
and

(M) at the end of every quarter, estimates/forecast of the Contractor's invoices for three months; the estimates/forecast shall include the costs to be reimbursed for the month that just closed and a forecast of costs to be billed for the following two months.

(ii) Deliverables:

(A) Monthly progress report and invoices

(f) **Project Quality Management**

(i) Review the quality management requirements for the Phase 2 Work and include any recommendations for amendments or additions to the quality management requirements for the Phase 2 Work in its Construction Requirements Evaluation Report, prepared and delivered in accordance with Task 2 below.

(ii) Deliverables:

(A) All deliverables required as part of the Phase 1 Work for quality management.

(B) Quality management inputs into the Construction Requirements Evaluation Report prepared under Task 2 below.

(g) **Project meetings**

The Contractor must convene, prepare for, attend, actively participate in, and perform follow-on actions for all Project meetings, including meetings with County stakeholders, working sessions, workshops, and over-the-shoulder reviews in accordance with Article 5 (Cooperation and Governance) of the Contract and these Project Requirements.

(h) **Subcontractor Bidding and Selection Plan**

(i) The Contractor must prepare, submit, comply with, and implement a Subcontractor Bidding and Selection Plan in accordance with Section 13.1(b)(ii) (Addition or substitution of Subcontractors) of the Contract. The Subcontractor Bidding and Selection Plan shall be developed under an iterative process as follows:

(A) The initial Subcontractor Bidding and Selection Plan shall be submitted together with the Contractor's Estimating Methodology Report. The initial Subcontractor Bidding and Selection Plan must include the identification of the Phase 2 Work that the Contractor proposes to self-perform with its own forces and how the Contractor

will ensure that the pricing of self-performed Phase 2 Work will be most advantageous to the County. The other information required to be included in the Subcontractor Bidding and Selection Plan under the Contract may be provided at a summary level at this stage of submission.

- (B) The Contractor shall prepare and submit an updated Subcontractor Bidding and Selection Plan within 90 days of submission of its Milestone OPC at 100% Schematic Design and prior to submission of its Milestone OPC at 50% Design Development. This updated Subcontractor Bidding and Selection Plan shall be prepared in full and complete form with respect to all the information required to be included in the Subcontractor Bidding and Selection Plan under the Contract and shall reflect any discussions held and agreements reached with respect to the approach to the selection of Subcontractors to perform the Phase 2 Work.
- (C) The Contractor shall prepare and submit an updated Subcontractor Bidding and Selection Plan within 90 days of submission of its Milestone OPC at 50% Design Development. This updated Subcontractor Bidding and Selection Plan shall reflect any further discussions held and agreements reached with respect to the approach to the selection of Subcontractors to perform the Phase 2 Work and be used as the basis for obtaining Subcontractor quotes and cost proposals for the Phase 2 Proposal.

(ii) Deliverables:

- (A) Initial Subcontractor Bidding and Selection Plan submitted together with the Contractor's Estimating Methodology Report.
- (B) Updated Subcontractor Bidding and Selection Plan submitted within 90 days of submission of its Milestone OPC at 50% Design Development.

(i) **Project Plans**

In addition to the PMP and Subcontractor Bidding and Selection Plan, the Contractor must prepare, submit, comply with, and implement all other Project Plans as part of the Phase 1 Work as required under and in accordance with and at the times required by the Contract (including these Project Requirements) and the Approved Contractor-Furnished Document Listing & Schedule.

(j) **Project Management**

The Contractor shall perform all other project management activities required to comply with its obligations under the Contract (including these Project Requirements).

3.2 TASK 2 – WORKSITE INVESTIGATIONS

(a) General

- (i) The Contractor is responsible for reviewing the Contract (including all Incorporated Manuals and Incorporated Documents) and all Reference Documents and identifying and performing supplemental research, surveys, and investigations of the site conditions and utilities within the Worksite necessary to complete all Work.
- (ii) All such research, surveys, and investigations shall be performed in accordance with the terms of the Contract including Sections 7 (Worksite) and 8 (Utilities and Third Parties) of the Contract. If the Contractor requires temporary facilities while undertaking worksite investigations the following apply:
 - (A) No signs, billboards, or any types of advertising are permitted on, about or adjacent to the Worksite, or on any structure on the Worksite, except by written consent of the County.
 - (B) The Contractor shall determine the type of temporary office facilities and temporary utility services required, and shall make all arrangements with utility companies and Government Entities to secure such services.
 - (C) The Contractor shall provide and maintain adequate sanitary convenience of an acceptable type for the use of Persons employed on the Worksite, including County assigned inspectors, and properly secluded from public view. The Contractor shall properly maintain these conveniences and shall strictly enforce their use.

(b) Survey and Mapping

- (i) The Contractor shall review all Reference Documents and provide an up-to-date topography and boundary survey for the Work. Design and construction shall be based on the most current survey data. The survey shall identify encroachments, if any, within the property boundaries or right of way to facilitate design development. The survey shall be complete and incorporated as part of the design and in all design submissions.
- (ii) The Contractor shall submit a Survey Work Plan detailing the proposed work.
- (iii) Deliverables:
 - (A) Survey Work Plan.
 - (B) Surveys.

(c) **Geotechnical Investigations**

- (i) To support design, the Contractor shall consider the type of structures and construction planned for the Project and the significant geologic properties, which shall be measured. The Contractor shall develop a Geotechnical Planning Report, including an exploration and testing program to form the basis for the foundation designs and determination of bearing capacities for all structures, facilities, and infrastructure. The design selection of foundation types (for example, spread footing or deep foundation) and construction means shall be based on geotechnical conditions prevailing at the site and in accordance with the methodology developed in the Geotechnical Planning Report. Foundation selection shall also consider the type and nature of the structure, applied load magnitudes and intensities, and environmental impact.
- (ii) The Contractor shall make evaluation of the general geologic environment and identify any obvious geologic or seismic constraints and any additional required geotechnical data. If additional geotechnical and environmental field investigations are needed to fill in gaps in available information, the Contractor shall prepare a work plan of supplemental investigations. The Contractor's geotechnical exploration program shall include environmental testing of the groundwater and soil samples. If contaminated or hazardous substances are identified, the Contractor shall implement and comply with all County procedures and requirements under this Contract and Environmental Law.
- (iii) The Contractor shall select and design foundations that avoid or minimize the excavation or exposing of contaminated substances. Any foundation design that requires excavation of contaminated substances shall be submitted to the County for review and approval.
- (iv) The Contractor shall ensure that geotechnical investigation, at a minimum, includes the following:
 - (A) Evaluation of Project Requirements, identifying and performing geotechnical explorations, analyses, and laboratory testing.
 - (B) Obtaining all required environmental and drilling Governmental Approvals for the geotechnical investigation prior to commencing the investigation work.
 - (C) Preparing and submitting a geotechnical investigation boring plan to the County for review and approval. The plan shall include the number, location, and depths of borings, types of borings, soils tests, and testing frequency. The plan shall include a health and safety plan and job hazards analysis, as well as plans to control hazardous materials and pollution.

- (D) Identifying, locating, and providing adequate clearance to existing underground utilities.
 - (E) Unless otherwise directed by the County, preventing hole collapse, and backfilling all boring holes with cement slurry and resurfacing to match existing conditions as required by the County. No open or unprotected holes are permissible.
 - (F) Performing laboratory testing to develop subsurface soil properties. All testing shall be performed in accordance with American Society for Testing and Materials (ASTM) procedures. All environmental laboratory testing shall be performed at an Environmental Laboratory Accredited Program (ELAP) laboratory.
 - (G) Performing engineering analyses and calculations to provide design parameters for design of structure foundations, facility structures, infrastructure, roadways, and future track support.
 - (H) Determining impacts of geologic/geotechnical and groundwater conditions on design and construction. Determining and implementing corresponding mitigation measures.
- (v) Following County approval of the proposed work plan, perform a building foundation inventory, if required, (within zone of influence of any proposed underground construction), perform soil sampling, borings, prepare logs of test borings, record ground water levels and install permanent ground water observation wells at appropriate locations. Conduct necessary testing on the soil samples taken including, direct shear, consolidation, expansion, compaction, grain size, and vibration propagation tests. Where rock is encountered, take sample borings of sufficient depth to provide an initial indication of the properties of the rock which will underlie or support the proposed structures. Record ground water levels, chemical analysis and temperature; presence of natural gases; and resistivity of the soils for evaluation of corrosion potential.
- (vi) Prepare a draft geotechnical data report and geotechnical design report describing the tests performed and summarizing the field subsurface investigations and results from the laboratory tests, field testing, and observation program. The report shall include geological and subsurface conditions, seismicity, groundwater conditions, results of laboratory tests, field testing, observation program, material properties, design parameters for medical facilities, backfill materials, ground-water, methane gas and hazardous waste and/or impacted or contaminated media, settlement problems, and stability problems. Provide recommendations on the properties of the geologic conditions that will impact foundation and structures design and recommend design values for the soil/structure

interfaces. Recommend alternative types of structures and related construction if necessary.

- (vii) Deliverables:
 - (A) Geotechnical Investigation Work Plan.
 - (B) Geotechnical Planning Report.
 - (C) Stormwater Capture Infiltration Testing and Geotechnical Investigations.
 - (D) Work Plan.
 - (E) Stormwater Capture Drainage Area Study Report, including findings from the geotechnical investigation as an appendix submitted at 100% Schematic Design.
 - (F) Geotechnical Data Report.
 - (G) Geotechnical Design Memorandum.

3.3 TASK 3 – PROGRAM VALIDATION

- (a) **Stakeholder Engagement & Needs Confirmation.** The Contractor shall:
 - (i) conduct stakeholder workshops and interviews to gather input on operational workflows, space requirements, and critical adjacencies.
 - (ii) validate functional needs and department-specific requirements to ensure program accuracy.
 - (iii) address future flexibility and growth considerations while staying within the Project's defined space parameters.
- (b) **Space Program Refinement.** The Contractor shall:
 - (i) refine and detail space allocations at a micro level, ensuring alignment with departmental needs.
 - (ii) confirm room functions, sizes, and adjacencies based on user feedback.
 - (iii) validate staffing projections and space utilization benchmarks to optimize efficiency.
- (c) **Operational & Functional Validation.** The Contractor shall:
 - (i) assess program feasibility related to security zoning, public interaction areas, staff workflows, and specialized spaces (training rooms, interview areas, etc.).

- (ii) validate support spaces such as locker rooms, shared meeting spaces, and administrative offices.
- (iii) ensure compliance with technology, accessibility, and operational best practices.
- (d) **Budget Alignment & Prioritization.** The Contractor shall:
 - (i) cross-check program refinements against the not-to-exceed square footage.
 - (ii) identify potential cost efficiencies or scope adjustments to maintain financial alignment.
- (e) **Final Program Validation Report.** The Contractor shall:
 - (i) compile a Program Validation Report, summarizing:
 - (A) Stakeholder-confirmed space needs and functional requirements.
 - (B) Refinements made to the macro program based on stakeholder input.
 - (C) Budget/space alignment and prioritization recommendations.
 - (ii) present findings to stakeholders for final validation before transitioning to conceptual design.

3.4 **TASK 4 – CONCEPTUAL DESIGN & DELIVERABLES**

- (a) **Conceptual Design Base Information:** The Contractor shall review available reports, surveys, records, site conditions, available as-built drawings that may exist, program information, and other information. The Contractor is to prepare base drawing information for the Project, needed for the subsequent work, in a format as required by the County.
- (b) **Environmental CEQA Support Submittals:** The Contractor shall provide the County with the required documentation for the County to submit and receive all environmental approvals required by California Environmental Quality Act (CEQA).
- (c) **Architectural Design Deliverables:** The Contractor shall provide the following drawings / documents:
 - (i) Hazardous materials containing building materials and soils investigation and test reports, recommendations for removal and disposal.
 - (ii) Geotechnical investigation / report with recommendations for existing foundation / pile demolition / removals, site soils preparation building and pool elevations constraints and appropriate foundation and structural systems best suited for on-site soils conditions.
 - (iii) Finalized program.

- (iv) Site plan.
 - (v) Elevations and / or simulations.
 - (vi) Floor plans / typical level plans.
 - (vii) Roof plan.
 - (viii) Conceptual elevations.
 - (ix) Building sections.
 - (x) Conceptual Building Code analysis to establish building construction type and occupancy.
 - (xi) Services to include confirmation with building official and fire marshall to confirm interpretation of code requirements.
- (d) **Landscaping Design Deliverables.** The Contractor shall provide the following landscape deliverables:
- (i) Conceptual design for site and streetscape.
 - (ii) Perimeter treatment / fencing details.
 - (iii) Proposed plant material list.
- (e) **Structural Engineering Deliverables.** For each structure, the Contractor shall provide the following drawings/documents:
- (i) Conceptual narrative of proposed structural systems and other related or necessary information.
- (f) **Mechanical and Plumbing Engineering Deliverables.** For each building, the Contractor shall provide the following drawings/documentation:
- (i) Conceptual narrative of proposed mechanical and plumbing systems.
- (g) **Electrical Engineering Deliverables.** For each building, the Contractor shall provide the following drawings / documentation:
- (i) Conceptual narrative of proposed electrical service and systems.
 - (ii) Conceptual narrative of proposed building intrusion system and keyless entry.
 - (iii) Conceptual narrative of proposed fire alarm system.
- (h) **Civil Engineering Deliverables.** The Contractor shall provide the following services and documentation:

- (i) Conceptual narrative of proposed electrical service and systems.
- (ii) Proposed building pad elevations.
- (iii) Proposed utilities including sewer, water, fire.
- (iv) Conceptual level deliverables related to street / parking entrance intersection redesign.
- (v) Narrative understanding of relevant codes and requirements for fire access.

3.5 **TASK 5 – SCHEMATIC DESIGN & DELIVERABLES**

- (a) **Schematic Design Base Information:** The Contractor shall incorporate all comments from County staff, stakeholders, Board of Supervisors, and regulatory agencies, including CEQA requirements, and produce schematic level design documents.
- (b) **Architectural Design Deliverables.** The Contractor shall provide the following:
 - (i) Demolition plans and draft demolition specifications, including hazardous materials removal and disposal requirements.
 - (ii) Site plan identifying structure location, parking and paving layout, hard and softscape areas, accessible route, grade elevations at entry and exits of buildings and setbacks.
 - (iii) Floor plans of all floors of the building with all programmed spaces identified, major dimensions, core elements including elevators, stairs, common restrooms and MEP shafts shown graphically with approximate accommodations for structural and MEP.
 - (iv) Building and parking floor plans with overall layout and horizontal dimensions.
 - (v) Roof plan with proposed conceptual drainage routing and mechanical equipment locations.
 - (vi) Exterior finish schedule/elevations showing colors and materials selections.
 - (vii) Preliminary art conceptual exhibits, targeted locations for installation.
 - (viii) Dimensioned elevations with materials, colors and finishes.
 - (ix) Colored elevations for all buildings and parking structure(s).
 - (x) Buildings and parking structures sections.

- (xi) Building sections showing floor to floor dimensions, ceiling heights, typical foundation details, major structural elements and major MEP transfer or horizontal distribution zones.
 - (xii) Typical exterior wall sections, typical exterior details, and typical exterior wall types with sufficient detail delineated in drawings and adequately described to allow for initial system pricing.
 - (xiii) Typical ceiling heights on a preliminary typical or representative reflected ceiling plan as the basis for project coordination.
 - (xiv) Details as required at appropriate scale(s).
 - (xv) Preliminary selection of any awnings or shade systems.
 - (xvi) Presentation graphics and computer models (2D/3D) for internal and any necessary public agency review.
 - (xvii) Exterior color and materials boards.
 - (xviii) Outline specifications per CSI Master Format.
 - (xix) Code analysis summary (CBC, accessibility, energy, fire/life safety).
 - (xx) Updated basis of design narrative.
 - (xxi) Major building systems developed with construction materials described on drawings or in writing.
 - (xxii) Perspective sketches, or digital modeling and/or renderings clearly defining and conveying the design intent of the overall project as well as featured and specialty areas.
 - (xxiii) General description of atypical and high finish spaces such as lobbies, public corridors, and amenities.
 - (xxiv) General plans, descriptions, and interior elevation block out of kitchens, break rooms, and restrooms.
- (c) **Interior Design.** The Contractor shall provide the following:
- (i) Interior elevations of featured spaces.
 - (ii) Floor plans indicating millwork.
 - (iii) Interior finish schedule/plans.
 - (iv) Reflected ceiling plans indicating materials and type.
 - (v) Wall types.

- (vi) Door schedules.
 - (vii) Outline specifications per CSI Master Format.
 - (viii) Establish budget for FF&E.
- (d) **Landscaping Design Deliverables.** The Contractor shall provide the following:
- (i) Site plan showing all buildings and landscaping features and palette. All R.O.W. shall be shown.
 - (ii) Landscape (soft and hard) plan.
 - (iii) Site amenities plan (could be combined with landscape plan).
 - (iv) Service and emergency vehicle access plan.
 - (v) Plans for sidewalk improvements.
 - (vi) Outline specifications per CSI Master Format.
- (e) **Geotechnical Engineering Deliverables.** The Contractor shall provide the following:
- (i) Geotechnical report with all relevant recommendations for structural, grading, drainage, liquefaction, uplift, and other relevant project parameters.
- Any preliminary geotechnical report provided by the County may be used by the Contractor to enhance or supplement its geotechnical report as needed for necessary design information, but such County-provided report shall be provided as a Reference Document.
- (f) **Structural Engineering Deliverables.** The Contractor shall provide the following:
- (i) Basis of Design Report based the Geotechnical and Soil Reports to establish structural design criteria, studies and recommendation of structural systems, wall framing types and materials, and description of any special requirements.
 - (ii) Structural system defined and illustrated on structural plans.
 - (iii) Major grid lines, columns, shear walls, and other vertical elements established and sized.
 - (iv) Major slab openings on floors established and major beams and structural elements sized.
 - (v) Preliminary framing plans (roof, floor) with sufficient notes and information to Schematic Design pricing.

- (vi) Outline specifications per CSI Master Format.
- (g) **Sustainability / Energy Compliance.** The Contractor shall provide the following:
 - (i) USGBC LEED checklist identifying compliance criteria to meet LEED Gold.
 - (ii) Energy performance criteria required to meet LEED Gold.
 - (iii) Preliminary CALGreen checklist.
 - (iv) High-performance building systems narrative.
- (h) **Mechanical and Plumbing Engineering Deliverables.** The Contractor shall provide the following:
 - (i) Basis of Design Report to include demand estimates for domestic and fire water, and natural gas, estimate of loads for sanitary system, recommendation and description of systems and materials, description of special requirements, and design criteria.
 - (ii) Typical floor space requirements defined and illustrated on plans for electrical rooms, mechanical rooms, major risers, chase requirements, etc. including weights of equipment and major horizontal and vertical penetrations.
 - (iii) Typical floor MEP and FP distribution systems and other mechanical, fire protection, and electrical systems identified that impact structural and architectural plans, and reflected ceiling plans.
 - (iv) Recommendation on HVAC equipment, plumbing, and fire sprinkler riser locations.
 - (v) Recommendation on mechanical room requirements, layouts and locations.
 - (vi) Utility requirement coordination.
 - (vii) Outline specifications per CSI Master Format.
- (i) **Electrical Engineering Deliverables.** The Contractor shall provide the following:
 - (i) Basis of Design Report to include recommendations for lighting, power, control, and communication systems and recommendations of special requirements as well as electrical utility demands for both normal and emergency power sources.
 - (ii) Site plan showing recommended conduit routing and locations of transformers pads and vault locations, and connection to infrastructure.
 - (iii) Recommendation for electrical/electronic room layouts and locations.

- (iv) Define equipment and device locations for building intrusion system and keyless entry.
- (v) Update criteria for fire alarm systems.
- (vi) Outline specifications per CSI Master Format.
- (j) **Lighting Design Deliverables.** The Contractor shall provide the following:
 - (i) Selection of lighting fixtures.
 - (ii) Plans and building elevations showing the location of lighting fixtures.
 - (iii) Outline specifications including fixtures cut sheets.
 - (iv) Preliminary list of fixtures cost.
- (k) **Furniture, Fixtures, and Equipment.** The Contractor shall provide the following:
 - (i) Preliminary FF&E program including:
 - (A) Furniture preliminary counts and types (e.g., workstations, conference tables, storage, specialty furniture).
 - (B) Summary of major fixed equipment and built-in casework.
 - (C) Department-specific needs including reception areas, breakrooms, training rooms, dispatch, or specialty tech spaces.
 - (ii) Furniture plans including:
 - (A) Furniture layouts with adequate detail to confirm workstation sizes and quantities as required (based on architectural floor plans).
 - (B) Clearances for accessibility, circulation, and code compliance.
 - (iii) Preliminary fixtures and Equipment list including:
 - (A) Identification of major non-furniture equipment, such as:
 - Audio/visual systems.
 - Digital signage.
 - Appliances (breakrooms, labs, etc.).
 - Security equipment (cameras, card readers).
 - IT/server room equipment and infrastructure.
 - (B) Identification of owner-furnished vs. Contractor-furnished Equipment.

- (l) **Signage and Graphics Design Deliverables.** The Contractor shall provide the following:
 - (i) Conduct preliminary study and planning of signage requirements including signage required by local codes.
 - (ii) Provide recommendations for image, identity and signage.
 - (iii) Develop guidelines for signage design.
 - (iv) Outline specifications.

- (m) **Parking & Onsite Vehicle Circulation Design Deliverables.** The Contractor shall provide the following:
 - (i) Establish parking requirements for the specific components of the Project, and provide criteria and basis of design to assist in planning and design of all surface lots.
 - (ii) Provide recommendation on location, number and type of vehicular entries and exits.
 - (iii) Establish all vehicular circulation and interfaces between pedestrian and vehicular circulation.
 - (iv) Evaluate design for all parking areas and provide recommendation for improvements.
 - (v) Provide recommendations on method of parking control incorporated within parking facilities, if any.
 - (vi) Evaluate design for all parking areas and provide recommendation for improvements.
 - (vii) Provide recommendations on method of parking control incorporated within parking facilities, if any.
 - (viii) Outline specifications in CSI Master Format for parking control equipment.

- (n) **Civil Engineering Deliverables.** The Contractor shall provide the following:
 - (i) Produce preliminary grading plans showing proposed grades including grades at all vehicular streets (public & private), public walkways, park areas and planting areas.
 - (ii) Schematic level deliverables related to related street improvements.
 - (iii) Establish floor slab elevations for all buildings.

- (iv) Advise of subsurface issues to be addressed in the design and construction of below grade foundations, utilities and other substructures.
- (v) Utility services coordination for requirements and points of connections (sewer, water, gas, power, telecom).
- (vi) Drawings and outline specifications showing technical site engineering and storm water conveyance and detention.
- (vii) Outline specifications.
- (o) **Codes and Accessibility Compliance.** The Contractor shall provide the following:
 - (i) Verify the Project's code requirements.
 - (ii) Cite all applicable codes and standards including local amendments to the state building code; local, state and federal accessibility regulations, health codes and regulations, and all code-related regulations such as National Fire Protection Association, and California Building Code, etc.
 - (iii) Identify all special studies, reports and other data related to any applicable environmentally sensitive area that will be required for obtaining permits.
 - (iv) Review proposed building construction types, building height and area limits, separation requirements and egress components to enable the rapid development of the planning and design.
- (p) **Water Proofing.** The Contractor shall provide the following:
 - (i) Outline specifications.
 - (ii) Drawings and other documents to fix and describe materials and systems that may be appropriate for the roofing and/or waterproofing of the Project.

3.6 **TASK 6 – DESIGN DEVELOPMENT**

- (a) **Basis of Design**
 - (i) The Contractor shall develop a Basis of Design (BOD) Report and include, as an attachment to the BOD Report, the Contractor's project-specific design criteria developed in consultation with the County.
 - (ii) Where no applicable standard exists, the Contractor shall propose a standard within the BOD Report. The BOD Report shall be used as the basis of Contractor's design, comparison of options, and for assessing the ability of the design to perform in accordance with this Contract.
 - (iii) Deliverables

- (A) Project-specific design criteria.
- (b) **Design Management Plan**
 - (i) The Contractor shall prepare and submit a written Design Management Plan and collaboratively manage the design process in accordance with this Contract.
 - (ii) Deliverables:
 - (A) Design Management Plan.
- (c) **Design Development**
 - (i) **General**
 - (A) The Contractor must attend and actively participate in a working group with respect to design development with the County in accordance with Article 5 (Cooperation and Governance) of the Contract.
 - (B) Design Development Base Information: Based on the accepted Schematic Design documents and the County's written approval to proceed, the Contractor shall prepare Design Development documents consisting of drawings and other documents including to fix and describe the function, size and character of the entire Project including selection of materials, type of structure, mechanical and electrical systems and performance data. In each case, the Contractor shall attend meetings as required by the County. During the Design Development phase, the Contractor shall provide technical reviews of the Design Development documents and Design Development cost estimates at the 50% and 100% completion stages of Design Development.
 - (C) All Design Work shall be performed in accordance with the terms of the Contract, including Article 14 (Design Work) of the Contract.
- (d) **Design Development Deliverables.** The Contractor shall provide the following:
 - (i) **Architectural Design Deliverables:**
 - (A) Updated demolition plans and draft demolition and hazardous materials removals specifications (if early demolition phase is deemed appropriate / approved by the County).
 - (B) Floor plans of each area, walls, doors, windows shall be clearly referenced. All materials clearly indicated. Refined dimensions.
 - (C) Floor plans shall show interior finishes and kitchen and bathrooms layouts.

- (D) Roof plans: Refined equipment layout including ductwork and attachments. Conditions to be detailed.
 - (E) Reflected ceiling plans showing lighting, grill layout, penetrations.
 - (F) Elevations: All wall features, including details of all awnings or shade systems, materials indications, refined dimensions.
 - (G) Sections: Refine all integrated features in specific areas, refine dimensions, materials indications.
 - (H) Schedules: All partition/demising wall types defined, complete paint/finish schedule. Complete door/frame schedule, complete window schedule.
 - (I) Interiors: Final interior elevations, reflecting ceiling plan, finishes, furniture and fixtures, casework and millwork layout, and material selection.
 - (J) All details defined.
 - (K) Provide final material and color board for exterior and interior finishes.
 - (L) Update and expand Schematic phase outline specifications.
 - (M) Provide recommendation for all door and window hardware.
 - (N) Updated value engineering report, measures implemented, elements remaining to be addressed, preliminary long term major maintenance / equipment replacement sinking fund budget recommendations.
 - (O) Update specifications.
- (ii) **Landscaping Design Deliverables:**
- (A) Overall site plan showing buildings and landscaping features to include but not limited to major graphics, lighting locations, etc.
 - (B) Plan showing sidewalk improvements.
 - (C) Detailed landscape (soft and hard) plans at appropriate scale.
 - (D) Landscape palette.
 - (E) Updated service and emergency vehicle access plan.
 - (F) Elevations, sections, and details of walls, seat walls, planters, curbs, and paving edges, fences, railings, and other hardscape features at appropriate scales.

- (G) Details for curbs and paving edges, fences, railings, waste receptacles.
- (H) Update and expand Schematic phase outline specifications.
- (iii) **Structural Engineering Design Development Deliverables:**
 - (A) Foundation and framing plans and sections fully defined.
 - (B) Preliminary structural design calculations for typical elements.
 - (C) Framing layout drawings.
 - (D) Typical detail sheets.
 - (E) Identify pre-engineered structural elements (trusses, walls, etc.).
 - (F) Update and expand Schematic phase outline specifications.
- (iv) **Sustainability / Energy Compliance.** The Contractor shall provide the following:
 - (A) Updated USGBC LEED checklist identifying compliance criteria to meet LEED Gold.
 - (B) Updated energy calculations and performance criteria required to meet LEED Gold, if any.
 - (C) Updated CALGreen checklist.
 - (D) Updated high-performance building systems narrative, if any.
- (v) **Mechanical and Plumbing Design Development Deliverables:**
 - (A) HVAC plans showing supply and return air and thermostat locations.
 - (B) HVAC equipment schedule including approximate load, weight, and power requirements and locations.
 - (C) HVAC system type and zoning layout.
 - (D) Control system narrative.
 - (E) Updated mechanical room layouts.
 - (F) Ductwork single line layout.
 - (G) Updated HVAC load calculations, plumbing fixture count, and utility load calculations.
 - (H) Plumbing equipment and fixture schedule.

- (I) Domestic water and sanitary sewer layout.
 - (J) Gas system layout and loads.
 - (K) Plumbing fixture schedule.
 - (L) Roof and storm drainage system.
 - (M) Backflow prevention strategy.
 - (N) Piping layout.
 - (O) Standard details.
 - (P) Updated and expanded schematic phase outline specifications.
- (vi) **Electrical Engineering Design Development Deliverables:**
- (A) Updated electrical load calculations and summaries (normal and emergency).
 - (B) Un-circuited lighting layouts.
 - (C) Un-circuited power plans.
 - (D) Updated electrical/electronic room layouts.
 - (E) Fire alarm, communications telephone LAN device layouts.
 - (F) Completed single line diagram with feeder lengths.
 - (G) Lighting protection plan and grounding.
 - (H) Emergency power and UPS provisions.
 - (I) Design and plan layouts of low-voltage systems data conduit and device locations.
 - (J) Design and plan layouts of low voltage AV and security system.
 - (K) Electrical equipment schedule with approximate loads, weights and power requirements.
 - (L) Panel and loading schedules coordinated with electrical distribution panel sizes and locations.
 - (M) Standard electrical details.
 - (N) Location of building intrusion detection devices and keyless entry devices.

- (O) Preliminary criteria for design-build and layout of fire alarm systems.
- (P) Update and expand Schematic phase outline specifications.
- (vii) **Lighting Design Development Deliverables:**
 - (A) Refine selection of lighting fixtures.
 - (B) Plans and building elevations showing the location of lighting fixtures at appropriate scales (could be combined with electrical engineering deliverables).
 - (C) Update and expand Schematic phase outline specifications including updating vendors cut sheets.
 - (D) Update of fixtures cost list.
- (viii) **Signage & Graphics Design Development Deliverables:**
 - (A) Provide site and buildings plans showing the locations of all signage and graphics at appropriate scales. List signage type and copy.
 - (B) Provide designs for all signage, specifying colors, materials, dimensions, and design details.
 - (C) Include wayfinding, level and vehicle traffic signage for any proposed parking structure(s).
 - (D) Update and expand Schematic phase outline specifications.
- (ix) **Parking Design Development Deliverables:**
 - (A) Update and finalize parking requirements for the Project.
- (x) **Civil Engineering Deliverables:**
 - (A) Verify grading plans showing finish grades at all vehicular streets (public & private) and public walkways.
 - (B) Design deliverables related to street / parking lot intersection related street improvements.
 - (C) Confirm proposed floor slab elevations.
 - (D) Drainage plans including storm drain profiles and sanitary sewer profiles.
 - (E) Utility plans for water and sewer showing point of connection with off-site existing service lines, location of all underground utilities,

including existing that must be re-located, points of connection locations for buildings.

- (F) Utilities study and calculations.
 - (G) Coordinate with the Mechanical Electrical and Plumbing (MEP) engineer(s) for all utility connection locations and capacity requirements.
 - (H) National Pollutant Discharge Elimination System (NPDES) Permit Compliance – Standard Urban Stormwater Mitigation Plan (SUSMP), Storm Water Pollution Prevention Plan (SWPPP), and Best Management Plans (BMPs) for erosion and sediment control plan and report.
 - (I) Water Quality Management Program (WQMP) report.
 - (J) Site plan with horizontal control for key building corners and other major site elements.
 - (K) Fire access plan.
- (xi) **Codes and Accessibility Compliance:**
- (A) Update the code review of the Schematic Design.
 - (B) Attend meetings with building officials, fire agencies, environmental review agencies, and similar permitting agencies as required to resolve codes issues while advocating the County's position.
 - (C) Provide egress analysis plan.
- (xii) **Water Proofing:**
- (A) Review of drawings and specifications for the roofing & waterproofing systems and provide comments and corrections as needed.
- (xiii) **Security / Fire Alarm:**
- (A) See tasks associated with Electrical and Plumbing.
- (xiv) **Energy Management:**
- (A) Provide analysis of building systems energy efficiency, water conservation design, and envelope design.
 - (B) Provide an estimate of probable energy demand, and energy operating costs relative to the proposed design.

(xv) **Interior Design:**

- (A) Update of Schematic Design items and incorporate into the Architectural Design Deliverables.
- (B) Develop FF&E list including costs per item.

(xvi) **Preliminary FF&E Program:**

- (A) Room-by-room furniture matrix identifying preliminary counts and types (e.g., workstations, conference tables, storage, specialty furniture).
- (B) Summary of major fixed equipment and built-in casework.
- (C) Department-specific needs including reception areas, breakrooms, training rooms, dispatch, or specialty tech spaces.

(xvii) **Furniture Plans:**

- (A) Scaled furniture layout plans (based on architectural floor plans) showing proposed furniture types and sizes.
- (B) Integration of electrical and data locations to support workstation layouts and meeting spaces.
- (C) Clearances for accessibility, circulation, and code compliance.

(xviii) **Preliminary Fixtures and Equipment List:**

- (A) Initial list of major non-furniture equipment, such as:
 - Audio/visual systems.
 - Digital signage.
 - Appliances (breakrooms, labs, etc.).
 - Security equipment (cameras, card readers).
 - IT/server room equipment and infrastructure.
 - Identification of owner-furnished vs. Contractor-furnished Equipment.

(xix) **Preliminary FF&E Budget:**

- (A) Cost estimate for FF&E (segregated by furniture, fixtures, and equipment categories).
- (B) Estimated lead times for long-procurement items.

- (C) Phasing or procurement strategy recommendations if early purchase or separate FF&E bid packages are anticipated.

(xx) **FF&E Narrative and Procurement Plan:**

- (A) Narrative summarizing the intended approach to furniture and equipment, including procurement options (public bidding, cooperative purchasing agreements, or direct owner procurement).
- (B) Discussion of roles and responsibilities for final FF&E selection, procurement, delivery, and installation.

(xxi) **Cost and Schedule Submittals:**

- (A) DD level opinion of probable cost at 50% Design Development completion and 100% Design Development completion.
- (B) DD level opinion of probable construction contract time.
- (C) Updated schedule through CD and permitting

(xxii) **Agency Coordination / Permitting:**

- (A) List of anticipated permits and approving agencies (LUS, Fire Authority, City of San Bernardino-offsites, CEQA, etc.)
- (B) Progress meeting notes with Authority Having Jurisdiction (AHJ)
- (C) Updated project checklist with key submittals

(e) **Project Innovation and Value Engineering Recommendations**

- (i) In written recommendations, the Contractor shall investigate, identify and provide the County with its recommendations and ideas for potential innovations and value engineering opportunities that will offer opportunities for reducing the capital cost of the Project and/or that will offer value in terms of schedule savings, and/or quality benefits. The Contractor's recommendations shall include an evaluation of each of its ideas against both the functional requirements for the Work and the objectives of achieving cost and/or scheduled savings and/or quality benefits. The Contractor shall work with the County to screen out less promising ideas and to identify those ideas that should be fully evaluated under the Contractor's recommendations.
- (ii) The Contractor will develop and track challenges and quantify the benefits of potential innovations and value engineering opportunities throughout the Phase 1. Without limiting the generality of the foregoing, the Contractor shall:
 - (A) maintain a value engineering matrix for regular review at the design development working group. The matrix shall incorporate information

regarding the impacts of potential innovations or value engineering opportunities to design development; and

- (B) prepare and submit its detailed written recommendations as described in paragraph (i) above for any potential innovations or value engineering opportunities identified for full evaluation, including a detailed evaluation of anticipated cost and schedule savings to the Project, prepared on an Open Book Basis and with sufficient data provided to the County to facilitate decision-making, together with its comments to the 100% Schematic Design document package and shall update and submit updated written recommendations together with submission of its comments to the 50% Design Development Document package.
- (iii) Deliverables:
 - (A) A value engineering tracking matrix to identify potential innovations and value engineering opportunities and describe impacts to design cost and schedule, construction cost and schedule, and quality benefits. The matrix will be used to identify potential innovations and value engineering opportunities for full evaluation and preparation of written recommendation. The initial value engineering matrix shall be prepared within 60 Days after the Commencement Date under the Notice to Proceed for the Phase 1 Work.
 - (B) Written recommendations regarding potential innovations and value engineering opportunities including a discussion of potential benefits (costs and/or schedule savings and/or quality benefits) and costs (additional investments) involved with each opportunity at the times required under this Section 3.6(e).

3.7 **TASK 7 – CONSTRUCTION READINESS**

(a) **Construction Phasing Plan**

- (i) After completion of the 100% Schematic Design document package, the Contractor shall analyze alternative design, construction phasing concepts, and other methods for compressing the Schedule for the Phase 2 Work and develop a draft Design and Construction Phasing Plan for the Phase 2 Work. This analysis shall evaluate a baseline approach (no design and construction phasing; no extended work days and hours) and alternative approaches for completing the design and construction in advance of the current target date for Substantial Completion.
- (ii) The design and phasing plan should take into account:
 - (A) the requirements for Identified Early Works Packages;

- (B) where an additional Early Works Package is being proposed, the conditions to submittal of an Early Works Package Proposal under Part A (Conditions to submittal of an Early Works Package Proposal) of Exhibit 11 (Form of Phase 2 Proposal); and
 - (C) all other applicable requirements of this Contract.
- (iii) The Design and Construction Phasing Plan shall include:
 - (A) an overall description and identify key elements of the approach;
 - (B) a detailed Schedule;
 - (C) references to a detailed cost estimate with noted cost increase/decrease;
 - (D) identification of all required disruptions to existing service; and
 - (E) identification of risks.
- (iv) Deliverables:
 - (A) Draft and final Design and Construction Phasing Plan.
- (b) **Construction Requirements Evaluation Report**
 - (i) The Contractor shall prepare a written evaluation (a "**Construction Requirements Evaluation Report**") of:
 - (A) the Phase 2 Statement of Work and the related Project Requirements;
 - (B) any County comments to a Contractor-Furnished Document provided as part of the Phase 1 Work that would give rise to a potential amendment to the Project Requirements or other terms of this Contract as they apply to the Phase 2 Work; and
 - (C) Exhibits 6 (Worksite), 7 (Required Insurance), and 13 (Payment Terms) of the Contract.
 - (ii) The Construction Requirements Evaluation Report shall include the Contractor's recommendations to the County on amendments or additions to the Project Requirements as applicable to the Phase 2 Work so as to clarify uncertain, unnecessary, or inadequate scope, specifications, or requirements for the Phase 2 Work, and achieve value for money and cost and schedule certainty. The Construction Requirements Evaluation Report shall also include the Contractor's recommendations for any amendments or additions to the conditions to Substantial Completion of the Phase 2 Work, as set out in the Contract.

- (iii) The Contractor shall prepare and submit an initial Construction Requirements Evaluation Report prior to its submission of the 100% Schematic Design document package. The Contractor shall update and submit the updated Construction Requirements Evaluation Report together with submission of the 50% Design Development Document package.
- (iv) The Contractor shall convene, attend, and actively participate in meetings to discuss each iteration of the Contractor's Construction Requirements Evaluation Report and work collaboratively with the County to resolve any County comments to the Contractor's Construction Requirements Evaluation Report and agree on the related assumptions that shall be incorporated into the Phase 2 Proposal (or Early Works Package Proposal).
- (v) Deliverables:
 - (A) Construction Requirements Evaluation Report prior to 100% Schematic Design
 - (B) Updated Construction Requirements Evaluation Report at 50% Design Development
 - (C) Updated Construction Requirements Evaluation Report at 100% Design Development.

(c) **Constructability Review**

- (i) The Contractor shall prepare a process and plan for performing constructability reviews, summarized in a Project-specific constructability review checklist and submit it to the County for review and acceptance within 14 Days after the Commencement Date under the Notice to Proceed for the Phase 1 Work.
- (ii) The Contractor shall perform constructability reviews of the 100% Schematic Design, 50% Design Development and 100% Design Development packages based on the County -accepted constructability review checklist.
- (iii) The Contractor shall submit a constructability review report with each Milestone OPC.
- (iv) Deliverables:
 - (A) Constructability review checklist.
 - (B) Constructability review report with each Milestone OPC.

(d) **Construction Staging Plans and Site Mobilization Plan**

- (i) The Contractor shall prepare construction staging plans (including traffic management plans and street lighting plans, where applicable) for the performance of the Work and submit these to the County for review.

- (ii) The Contractor shall prepare a site mobilization plan, which shall include, but not be limited to, Construction Staging Areas and access routes for Equipment and personnel, temporary construction infrastructure, and employee parking.
- (iii) The Contractor shall provide a construction staging and mobilization presentation to the County prior to the 50% and 100% Design Development milestones.
- (iv) The Contractor shall inspect and evaluate the Worksite and report on any identified risks in accordance with Section 7.1 (Conditions affecting the Work) of the Contract.
- (v) Deliverables:
 - (A) Construction staging and mobilization presentation prior to the 50% and 100% Design Development milestones.
- (vi) Construction staging plans (including traffic management plans and street lighting plans, as applicable) at the 50% and 100% Design Development milestones.
- (vii) Site mobilization plans at the 50% and 100% Design Development milestones.

3.8 **TASK 8 – COST ESTIMATES AND PHASE 2 PROPOSAL**

(a) **Initial Approach to Cost Meeting**

- (i) No later than 30 days after the Commencement Date under the Notice to Proceed for the Phase 1 Work, the Contractor must convene, attend, and actively participate in an initial approach to cost working group meeting with the County and the Owner's Estimator to establish baseline Cost Model assumptions and other input standards for the formulation of future cost and Schedule estimates. The purpose of this initial meeting will be to discuss like assumptions including wage rates, equipment rates, burden rates, division of the Work, and estimate work breakdown structure in order to affirm a consistent foundation for cost estimation. The Contractor must attend and actively participate in this meeting by:
 - (A) directing an open discussion with the County and the Owner's Estimator regarding specific assumptions; and
 - (B) discussing cost/pricing development, including for OPC.
- (ii) If required to ensure sufficient time to address the agenda topics, the initial approach to cost meeting may be split across multiple sessions provided that the initial session is held within the time period set out under Section

3.8(a)(i) above and all sessions are completed within 45 days after the Commencement Date under the Notice to Proceed for the Phase 1 Work.

- (iii) A more detailed description, definition and delineation of the information to include as part of the Open Book Basis cost estimates to be prepared by the Contractor is provided in Exhibit 16 (*Principles for estimating and calculation of cost of Changes*).

(b) **Estimating Methodology Report and Training**

- (i) No later than 60 days after the initial approach to the cost meeting held in accordance with Section 3.8(a) above, the Contractor shall prepare and submit to the County for its review (and if agreed, acceptance):
 - (A) the proposed baseline Cost Model;
 - (B) the description and assumptions for the Work elements that communicate the Open Book Basis estimating practices, processes and format for the Phase 2 Work ("**Estimating Methodology Report**");
 - (C) the plan to record the agreed upon (or directed) assumptions (and any additional Contractor assumptions) for the purposes of the Phase 2 Work including with respect to changes in scope, quality, contract terms, risk allocation, and phasing for the Phase 2 Work, as required to: (i) communicate the current status of assumptions as part of each submission of a Milestone OPC; (ii) satisfy the conditions for submittal of the Phase 2 Proposal (or an Early Works Package Proposal) as set out under Parts A and B of Exhibit 11 (*Conditions to Submittal of the Phase 2 Proposal*) of the Contract; and (iii) prepare the 'Assumptions and Risk Report' as required to be submitted as part of the Phase 2 Proposal (or an Early Works Package Proposal) in accordance with Part C of Exhibit 11 (*Conditions to Submittal of the Phase 2 Proposal*) of the Contract;
 - (D) a list of completed projects that will provide the historical basis for production rate estimates. At a minimum the list shall include all 'Reference Projects' (as defined in the RFQ) provided with the Contractor's proposal submitted in response to the RFQ but may be expanded as necessary to provide historical basis for estimating production rates of all required elements of Phase 2 Work utilizing the most applicable experiences; and
 - (E) a program for the training of the County staff on the Cost Model and related procedures, historical data, categorization of costs, estimating techniques and tools, hardware, software, and any other systems employed by the Contractor for cost estimation for the Project.

- (ii) The Contractor shall convene, attend, and actively participate in cost development working group meetings in accordance with Article 5 (Cooperation and Governance) of the Contract, to discuss the Contractor's proposed baseline Cost Model, Estimating Methodology Report, and plan for communication of assumptions, and work collaboratively with the County to resolve any County comments to such deliverables, and shall re-submit updated drafts of such deliverables as required to obtain County acceptance of such deliverables.
 - (iii) Following acceptance of the Cost Model by the County, the Contractor shall utilize the Cost Model and maintain the Cost Model in accordance with the requirements under Part A of Exhibit 16 (Principles for Estimating and Calculation of Cost of Changes) of the Contract.
 - (iv) Following acceptance by the County of the training program on the Cost Model and related procedures, the Contractor must deliver the training as described in and at the times set out in, the accepted training program.
 - (v) Deliverables:
 - (A) Draft and final Cost Model
 - (B) Estimating Methodology Report
 - (C) Plan to communicate assumptions and exclusions
 - (D) Program for the training of the County staff on the Cost Model and related procedures
- (c) **Phase 2 Work Cost Estimate Development**
- (i) The Contractor shall develop and submit to the County cost estimates for the Phase 2 Work (or portions of that Work, in the case of Early Works Packages) on an Open Book Basis so that assumptions, contingency, risk, and the approach to the cost estimates are fully identified, delineated, and understood by the County, in each case in accordance with and more fully described in Part A of Exhibit 16 (Principles for Estimating and Calculation of Cost of Changes) of the Contract.
 - (ii) The Contractor must develop and submit to the County OPC for the Phase 2 Work (or any part of it, under an Early Works Package) in accordance with Part A of Exhibit 16 (Principles for Estimating and Calculation of Cost of Changes) of the Contract within 30 days of submission of each.
 - (iii) The Contractor shall develop and submit to the County on an Open Book Basis, production based cost estimates for the Phase 2 Work (or portions thereof, for Early Works Packages), including OPC, with submission of its

100% Schematic Design and 50% Design Development Document packages under Task 3 (each a "**Milestone OPC**").

- (iv) Each Milestone OPC submitted shall be prepared in accordance with the requirements in Part A of Exhibit 16 (Principles for estimating and calculation of costs of Changes) and the following:
 - (A) unless otherwise agreed by the Parties or directed by the County, the basis for the Phase 2 Contract Price is assumed as a guaranteed maximum price, subject to the provision of, if requested by the County under Part A of Exhibit 16 (Principles for estimating and calculation of cost of Changes), an analysis of the impact on the Phase 2 Contract Price if developed on a firm fixed price basis compared with a guaranteed maximum price basis;
 - (B) assumptions, contingency, and the approach to the cost estimates are fully identified, delineated, and understood by the County and are consistent with the accepted Estimating Methodology Report; and
 - (C) the quantification of risks and the approach to risk allocation, including risk allocation assumptions decided during the risk management meetings in accordance with Section 5.6(f) (Risk management meetings) of the Contract, is reflected and is consistent with the Risk Register.
- (v) The Contractor shall perform the Phase 1 Work so as to minimize cost contingencies in the estimating for the Phase 2 Work. The County will only permit allowances to be included in Project Construction Cost estimates for the Phase 2 Work (or portions thereof, for Early Works Packages) for those items that are known but cannot be reliably priced through the performance of the Phase 1 Work. Any items fitting into this category will be identified separately by the County, in its sole discretion and considering value for money, as part of the Phase 1 Work, and will be monitored for progress and cost during the Phase 2 Work.
- (vi) The Parties will evaluate and negotiate whether or not to include performance incentives or contingency risk sharing arrangements for the Phase 2 Work (or portions thereof, for Early Works Packages). Any performance incentive or contingency risk sharing arrangements will be agreed upon by the Parties as part of the Phase 1 Work, and will be monitored for progress and cost during the Phase 2 Work.
- (vii) Part A of Exhibit 16 (Principles for estimating and calculation of cost of Changes) includes a more detailed description, definition, and delineation of the pricing methodology and information required to be included by the Contractor as part of Project Construction Cost estimates, the format of Project Construction Cost estimate submittals and the timing for the

progressive submission and refinement of the Project Construction Cost estimates.

(viii) The Contractor shall convene, attend, and actively participate in cost development working group meetings with the County and the Owner's Estimator in accordance with Article 5 (Cooperation and Governance) of the Contract to review cost estimate organization, break-down, reconciliation of OPC and cost estimates for the Phase 2 Work.

(ix) Deliverables:

(A) Milestone OPC at 100% Schematic Design, together with all supporting documents and as otherwise described in Part A of Exhibit 16 (Principles for estimating and calculation of cost Changes)

(B) Milestone OPC at 50% Design Development, together with all supporting documents and as otherwise described in Part A of Exhibit 16 (Principles for estimating and calculation of cost Changes)

(d) **Phase 2 Proposal and Early Works Package Proposals**

(i) The Contractor shall prepare, submit, and negotiate the Phase 2 Proposal and Early Works Package Proposals during the Phase 1 in accordance with the requirements set out in Section 2.3 (Phase 2 Proposal and Early Works Package Proposals) of the Contract and otherwise in accordance with the terms of the Contract. The price proposals included within the Phase 2 Proposal and each Early Works Package Proposal shall be prepared in accordance with Section 3.8(c) above.

(ii) Deliverables:

(A) Early Works Packages Proposals.

(B) Phase 2 Proposal.

3.9 TASK 9 – OTHER PHASE 1 WORK

The Contractor shall perform all other activities and Work:

(a) that the Contractor is required to perform during the Phase 1 under the terms of the Contract and that is necessary to be performed to comply with its obligations under the Contract; and

(b) as may be required to satisfy the conditions to submittal of a Phase 2 Proposal (or Early Works Proposal) and obtain Approval by the County of the Phase 2 Proposal (and any Early Works Package Proposal), including as set out in Exhibit 11 (Form of Phase 2 Proposal) of this Contract.

4. PHASE 2 STATEMENT OF WORK

It is anticipated that the Phase 2 Work will be performed over the duration of time described in the Work Completion Schedule. The Phase 2 Work may proceed concurrently with the Phase 1 Work, and will be initiated in accordance with Section 2.3 (Phase 2 Proposal and Early Works Packages) of the Contract.

The Contractor will work collaboratively with the County to perform the tasks identified in this Statement of Work and otherwise in the Contract (including the Project Requirements).

The Statement of Work for the Phase 2 Work will be updated as part of the Phase 2 Supplement. As of the Effective Date, the Phase 2 Work is anticipated to include the following activities set out in Sections 4.1 to 4.3 below.

4.1 PHASE 2 PROJECT ADMINISTRATION

The Contractor shall provide all necessary project management, labor, services, and coordination throughout the Phase 2.

(a) Project Management Plan

- (i) The Contractor shall update the PMP to cover the Phase 2 Work for review and acceptance by the County. The updated PMP shall outline the process for managing resources, communications, budget, schedule, safety, reports outlining project status and progress, document control, quality assurance/quality control, and all other general and administrative tasks with respect to the Phase 2 Work.
- (ii) The Contractor shall convene and lead an over the shoulder review of the PMP with the County at least two days prior to draft submission. The updated PMP shall be considered a controlled document that shall not be altered without County approval.
- (iii) The Contractor's project manager shall continue to be the primary point of contact with the County with respect to the Phase 2 Work and shall be responsible for reacting in a timely manner to the various management information system reports, as needed, to correct or adjust activities that are diverging from the scope, schedule, or quality. The Contractor shall ensure that Contractor's project manager reports all such corrective measures to the County for review and approval.
- (iv) The Contractor is responsible for directing and monitoring Subcontractors' performance of the Phase 2 Work, including requiring Subcontractors to conform to the established PMP, Contract criteria, and quality program requirements. The Contractor shall manage Subcontractors, monitor progress and costs, and prepare monthly progress reports on these matters;

and conduct progress and coordination meetings weekly, or as may be requested by the County.

- (v) The updated PMP shall outline and address quality management, risk management, and cost and schedule controls.
- (vi) To the extent that the Parties execute a Modification for an Early Works Package Proposal, the PMP will be updated to incorporate the Work under that Early Works Package in accordance with this Section 4.1(a).
- (vii) Deliverables:
 - (A) Draft updated PMP for the Phase 2 Work (or an Early Works Package, as applicable), due 30 days after the Commencement Date under the Notice to Proceed for the Phase 2 Work (or an Early Works Package, as applicable)
 - (B) Final updated PMP for the Phase 2 Work (or an Early Works Package, as applicable), due two weeks after receipt of the County's comments

(b) **Project Schedule**

- (i) The Contractor shall perform all tasks required to be performed as part of the Phase 2 Work in accordance with the Contract.
- (ii) Deliverables:
 - (A) All deliverables required as part of the Phase 2 Work.

(c) **Risk Management**

- (i) The Contractor must attend and actively participate risk management meetings at the times set out in, and in accordance with, Section 5.6 (Risk management meetings) of the Contract.
- (ii) The Contractor must perform all other risk management activities described in these Project Requirements and otherwise under the Contract as applicable to the performance of the Phase 2 Work.
- (iii) Deliverables:
 - (A) All deliverables required as part of the Phase 2 Work.

(d) **Monthly Progress Reports**

- (i) The Contractor shall prepare monthly progress reports and detailed monthly invoices in accordance with the Contract. The Contractor shall include in its monthly progress report at a minimum the following elements:
 - (A) executive summary, including a description of the month's activities;

- (B) Contract status (budget and schedule, including the Current CPM Schedule);
- (C) identification of potential high-risk issues, potential problems, and variances to the baseline;
- (D) status of Phase 2 Work deliverables achieved to-date and complete during the reporting period;
- (E) log of current deliverables;
- (F) list and copies of Governmental Approvals obtained;
- (G) construction progress;
- (H) detailed description of all material problems encountered or anticipated in connection with any Phase 2 Work; and
- (I) at the end of every quarter, estimates/forecast of the Contractor's invoices for three months; the estimates/forecast shall include the costs to be reimbursed for the month that just closed and a forecast of costs to be billed for the following two months.

(ii) Deliverables:

- (A) Monthly progress report.

(e) **Project Quality Management**

Perform all quality management tasks required to be performed as part of the Phase 2 Work.

(f) **Project meetings**

The Contractor must convene, prepare for, attend, actively participate in, and perform follow-on actions for all Project meetings, working sessions, workshops, over-the-shoulder reviews in accordance with Article 5 (Cooperation and Governance) of the Contract and these Project Requirements.

(g) **Project Plans**

In addition to the PMP, the Contractor must prepare, submit, comply with, and implement all other Project Plans as part of the Phase 2 Work as required under and in accordance with and at the times required by the Contract (including these Project Requirements) and the Approved Contractor-Furnished Document Listing & Schedule.

(h) **Project Management**

The Contractor shall perform all other project management activities required to comply with its obligations under the Contract (including these Project Requirements).

4.2 **PHASE 2 WORK**

The Contractor shall perform all Phase 2 Work including performing the Work in accordance with Section 1.2(a) of Part A (*Statement of Work*) of this Exhibit 3.

The scope, specifications, and requirements for the Work will be further defined during the Phase 1 and shall be taken into account by the Contractor in preparing its Phase 2 Proposal (or an applicable Early Works Package Proposal) and incorporated into the Contract under the Phase 2 Supplement (or a Modification for an Early Works Package).

4.3 **ALL OTHER PHASE 2 WORK**

The Contractor shall perform all other activities and Work that the Contractor is required to perform during the Phase 2 under the terms of the Contract and that is necessary to be performed to comply with its obligations under the Contract.

PART B: PHASE 2 WORK SPECIFICATIONS

ATTACHMENTS

ATTACHMENT A – EXHIBIT 3 DEFINED TERMS AND ACRONYMS

ATTACHMENT B – INCORPORATED DOCUMENTS

ATTACHMENT A – EXHIBIT 3 DEFINED TERMS AND ACRONYMS

Unless the context otherwise requires, capitalized terms not otherwise defined in this Exhibit 3 shall have the meanings assigned to them in Exhibit 1 (Definitions) of the Contract. In addition, the following capitalized terms and acronyms shall have the following meanings when used in this Exhibit 3:

"BOD Report" means the basis of design report prepared or to be prepared by the Contractor in accordance with these Project Requirements.

"Construction Requirements Evaluation Report" has the meaning given in Section 3.7(b)(i) of Part A (*Statement of Work*) of this Exhibit 3.

"Design and Construction Phasing Plan" means the design and construction phasing plan prepared or to be prepared by the Contractor under these Project Requirements.

"Estimating Methodology Report" has the meaning given in Section 3.8(b)(i)(B) of Part A (*Statement of Work*) of this Exhibit 3.

"IPMO" has the meaning given in Section 2.2(c)(i) of Part A (*Statement of Work*) of this Exhibit 3.

"Project" has the meaning given in Section 1.1

"Project Management Plan" or **"PMP"** has the meaning given in Section 3.1(a)(i) (*Project Management Plan*) of Part A (*Statement of Work*) of this Exhibit 3.

"Work" has the meaning given in Section 1.2(a) of Part A (*Statement of Work*) of this Exhibit 3.

ATTACHMENT B – INCORPORATED DOCUMENTS

#	Title of Incorporated Manual
1.	No Incorporated Documents apply to the Preconstruction Work.

EXHIBIT 4

REGULATORY REQUIREMENTS

(Article 10)

1. ADMINISTRATIVE CODE

1.1 Compliance with California Government Code Sections 1090 et seq. and 87100 et seq.

The Contractor shall comply with all applicable provisions of California Government Code Sections 1090 et seq. and 87100 et seq. Without reducing or affecting its obligation to comply with any and all of said provisions, the Contractor specifically covenants that:

- (a) the Contractor shall not cause or permit any member, officer, or employee of the County to have any financial interest in the Contract;
- (b) the Contractor shall not enter into any Subcontract involving services or property with a person or business prohibited from transacting such business with the County; and
- (c) The Contractor warrants and represents that to its knowledge no Board member, officer, or employee of the County has any interest, whether contractual, non-contractual, financial, or otherwise, in this Contract, or in the business or any other contract or transaction of the Contractor or any Subcontractor and that if any such interest comes to the Contractor's knowledge at any time, the Contractor shall make a full and complete disclosure of all such information in writing to the County.

1.2 Campaign Contributions

Neither the Contractor nor its agents shall give or offer to give any campaign contribution to any member of the County's Board of Directors in violation of California Public Utilities Code Section 130051.20 or California Government Code Section 84300 et seq.

2. DISCRIMINATION

In connection with the performance of Work provided for under this Contract, the Contractor agrees that it will not, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, medical condition, marital status, sex, sexual orientation, or age, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Federal, State, or local laws.

3. WHISTLEBLOWER REQUIREMENTS

The Contractor shall not adopt any rule, regulation, or policy preventing an employee from disclosing information to a government or law enforcement agency, where the employee believes the information discloses violation or noncompliance with a State or Federal

regulation; nor shall the Contractor retaliate against an employee for taking such actions as set forth in the California Labor Code Section 1101 et seq.

4. CALIFORNIA PUBLIC RECORDS ACT

4.1 Ownership and applicability

- (a) Unless otherwise expressly provided in this Contract, all records, documents, drawings, plans, specifications, and all other information relating to the conduct of the County's business, including all information and documents submitted by Contractor ("**Records**"), shall become the exclusive property of the County.
- (b) The County's use and disclosure of Records is governed by California Government Code Section 6250 et seq. (the "**California Public Records Act**" or "**CPRA**").
- (c) Records are subject to the CPRA and therefore are public records subject to disclosure under the CPRA. Records may only be withheld pursuant to a qualifying exemption as specified in the CPRA. As required by CPRA section 6253.3, the County, at its discretion, shall make the ultimate decision as to whether or not any Records qualify for an exemption from release pursuant to the CPRA.
- (d) The County will not be obligated to advise the Contractor as to the nature or content of Records that may qualify for a legal exemption from disclosure under the CPRA.

4.2 Contractor assertion of a qualifying exemption pursuant to the CPRA

- (a) If the Contractor considers that any Records qualify for a legal exemption from disclosure pursuant to the CPRA, the Contractor may clearly and conspicuously mark all such information as "CPRA Exempt". Blanket or categorical redactions or statements of confidentiality, or the marking of each page of a Record as "CPRA Exempt" are not appropriate, and will not serve as a basis for the County to consider withholding the Record.
- (b) To help facilitate the County's review of Records for CPRA compliance purposes, the Contractor may submit a separate copy of each Record to the County with redactions to information that the Contractor considers qualify for an exemption from disclosure specified in the CPRA, as contemplated in, and subject to the limitations described in, this Article 4.

4.3 County's disclosure of Records

- (a) If the County receives a CPRA request for all or a part of any Records that the Contractor has marked "CPRA Exempt" in accordance with Section 4.2(a) (Contractor assertion of a qualifying exemption pursuant to the CPRA), the County may:
 - (i) determine that it will disclose all or a part of the requested Records to the requestor, in which case:

- (A) before disclosing Records in response to said request, the County will use reasonable efforts to inform the Contractor of its intention to provide such Records; and
 - (B) if the Contractor wishes to prevent disclosure of the requested Records, the Contractor may independently pursue legal action to obtain a court order enjoining the disclosure of the requested Records, in which event, the County will at its sole discretion decide what legal action, if any, the County will pursue in the context of the Contractor's legal action; or
- (ii) determine that it will withhold all or a part of the requested Records, in which case the requestor may pursue legal action to obtain a court order determining the requested Records are not exempt from disclosure under the CPRA, in which event, the County will at its sole discretion decide what legal action, if any, the County will pursue regarding the requestor's legal action.
- (b) The Contractor is hereby placed on notice that the County considers pricing information submitted with a Price Proposal or included in a Subcontract, wage information, and labor information submitted to the County, including any US Employment Plan or US Employment Plan quarterly reports (collectively "**Price and Wage Information**"), to be public records that are subject to disclosure under the CPRA. Upon receipt of a CPRA request for any Price and Wage Information, the County will immediately make such information available, regardless of any marking of "CPRA Exempt" by the Contractor.

4.4 **Confidential review by court**

Notwithstanding anything to the contrary in this Article 4, the Contractor authorizes the County to file or lodge any Records with the California Superior Court or any other court of competent jurisdiction for confidential (*in camera*) judicial review.

5. **CIVIL RIGHTS REQUIREMENTS**

5.1 **Non-discrimination**

In accordance with California Government Code Section 12900, et seq., the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, sex, age, ancestry, use of or eligibility for family and medical care leave, marital status, genetic information, military and veteran status, gender, gender identity and gender expressions, sexual orientation, medical condition, or disability (mental and physical).

In addition to any other remedies under this Contract, in the event of the Contractor's noncompliance with the non-discrimination provisions of this Contract, the County shall impose such sanctions as the County may determine to be appropriate, including but not limited to:

- (a) withholding of payments to the Contractor under the Contract within a reasonable period of time, not to exceed 90 days; and/or
- (b) cancellation, termination, or suspension of the Contract, in whole or in part.

6. PAYMENT OF PREVAILING AND LIVING WAGES / REPORTING

- (a) This Contract is subject to the provisions of California law regarding public works, including, but not limited to California Labor Code Sections 227, 1021, and 1720 through and including 1861, together with all applicable regulations (e.g. Title 8 California Code of Regulations, Section 16001 et seq.).
- (b) The Project is subject to compliance monitoring and enforcement by the California Department of Industrial Relations (the "**DIR**"). The DIR's general prevailing wage rates for the County are available on the DIR website at <http://www.dir.ca.gov/>.

7. CONTRACTOR REGISTRATION LAW

- (a) This Article applies to all contracts that require prevailing wages.
- (b) This Contract is subject to the provisions of California law regarding public works, including, but not limited to the California Labor Code. Contractors and all subcontractors must be registered with the DIR to be eligible to work on public works projects in accordance with California Labor Code Section 1725.5. Further, pursuant to California Labor Code Section 1725.5, no contractor or subcontractor may be awarded a contract for public works unless registered with the DIR. The Contractor must ensure that its Subcontractors are properly registered with the DIR. Contractors that hire unregistered subcontractors are subject to penalties up to \$10,000.
- (c) A list of all registered contractors and subcontractors may be found on the DIR website so that awarding bodies and contractors will be able to comply with the requirement to only use registered contractors and subcontractors.
- (d) This Contract is subject to compliance monitoring and enforcement by the DIR and the County.

8. IRAN CONTRACTING ACT

In accordance with Public Contract Code section 2204(a), the Contractor certifies that at the time the Contract is signed, the Contractor 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.

9. **Executive Order N-6-22 Russia Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>), as well as any sanctions imposed under state law (<https://www.dgs.ca.gov/OLS/Ukraine-Russia>). The EO directs state agencies and their contractors (including by agreement or receipt of a grant) to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should it be determined that Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Contractor shall be provided advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the County.

10. **CAMPAIGN CONTRIBUTION DISCLOSURE (SB 1439)**

Contractor has disclosed to the County using the Campaign Contribution Form, whether it has made any campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer Sheriff, Assessor-Recorder-Clerk, Auditor-Controller/Treasurer/Tax Collector and the District Attorney within the earlier of: (1) the date of the submission of Contractor's proposal to the County, or (2) 12 months before the date this Contract was approved by the Purchasing Department. Contractor acknowledges that under Government Code section 84308, Contractor is prohibited from making campaign contributions of more than \$250 to any member of the Board of Supervisors or County elected officer for 12 months after the County's consideration of the Contract.

In the event of a proposed amendment to this Contract, the Contractor will provide the County a written statement disclosing any campaign contribution(s) of more than \$250 to any member of the Board of Supervisors or other County elected officer within the preceding 12 months of the date of the proposed amendment.

Campaign contributions include those made by any agent/person/entity on behalf of the Contractor or by a parent, subsidiary or otherwise related business entity of Contractor.

11. **COUNTY EMPLOYEES AND OFFICIALS**

Contractor 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.

Contractor agrees to provide or has already provided information on former San Bernardino County administrative officials (as defined below) who are employed by or represent Contractor. 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 Contractor. For purposes of this provision, "County Administrative Official" is defined as a member of the Board of Supervisors or such officer staff, Chief Executive Officer or member of such officer staff, County department or group head, assistant department or group head, or any employee in the Exempt Group, Management Unit or Safety Management Unit.

12. **California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Regulation Compliance Certification**

This Project is subject to the California Air Resources Board (CARB) approved amendments relating to In-Use Off Road Diesel-Fueled Fleets found at California Code of Regulations Title 13, sections 2449, 2449.1, and 2449.2 (the "Regulations"). The Regulations require a Prime Contractor, bidding on a public works project to be awarded by any public works awarding body, to certify that the Contractors off-road diesel-fueled fleets comply with CARB regulations. Section 2249(b) includes a list of off-road diesel-fueled fleets subject to these regulations. It is the responsibility of the Contractor to verify if their fleet is subject to these regulations.

Contractor is required to obtain and submit Certificates of Reported Compliance from all subcontractors that are listed in the bid submission.

Contractor shall provide the County its CARB compliance certificates, unless the Contractor confirms that no equipment subject to the regulation will be used to execute the Contract Work. By executing the Contract, Contractor hereby certifies that it is aware of the requirements set forth in Sections 2449, 2449.1, and 2449.2, Title 13, California Code of Regulations and Contractor and its subcontractors shall comply with sections 2449, 2449.1, 2449.2 of Title 13 of the California Code of Regulations, including by providing Certificate(s) of Reported Compliance for In-Use Off-Road Diesel-Fueled Fleets for the fleet selected for the contract and their listed subcontractors, if applicable.

Contractor shall not enter into a contract with a fleet for which it does not have a valid Certificate of Reported Compliance for the fleet and Contractor's listed subcontractors, if applicable, prior to entering into a new or renewed contract with that fleet. Contractor shall only allow fleets with valid Certificates of Reported Compliance on Contractor's job sites. The Certificates of Reported Compliance received by the Contractor for this Project must be retained for three (3) years after the Project's completion. Upon request by CARB, these records must be provided to CARB within five (5) business days of the request. Between March 1 and June 1 of each year, Contractor must collect new valid Certificates of Reported Compliance for the current compliance year, as defined in Regulation Section 2449(n), from all fleets that have an ongoing contract with the Contractor as of March 1 of that year. Contractor must not write contracts to evade this requirement.

If Contractor discovers that any fleet intending to operate vehicles subject to the Regulation for Contractor does not have a valid Certificate of Reported Compliance, as defined in Regulation section 2449(n), or if Contractor observes any noncompliant vehicles subject to the Regulation on Contractor's job site, then Contractor must report the required information to CARB within the time period contained in the Regulations.

Upon request by CARB, Contractor must immediately disclose to CARB the name and contact information of each responsible party for all vehicles subject to the Regulation operating at the job site or for Contractor. If applicable, Contractor shall prominently display signage for any project where vehicles subject to the Regulation as provided and within the time period contained in the Regulation.

Situations in which prime contractors or public works awarding bodies, as applicable, are contracting for projects that are considered emergency operations, as defined in section 2449(c)(18), are exempt from the requirements in section 2449(i)(1)-(3), but must still retain records verifying vehicles subject to the regulation that are operating on the emergency operations project are actually being operated on the project for emergency operations only. These records must include a description of the emergency, the address or a description of the specific location of the emergency, the dates on which the emergency operations were performed, and an attestation by the fleet that the vehicles are operated on the project for emergency operations only.

Contractor shall complete and return the "California Air Resources Board (CARB) In-Use Off-Road Diesel-Fueled Fleets Certification of Compliance" form included with the Project Documents.

Attachment 1: Incorporated Manuals

#	Title of Incorporated Manual
1.	No Incorporated Manuals apply to the Preconstruction Work.

EXHIBIT 5

SUBCONTRACTING

(Section 13.1)

Part A: Major Subcontracts

The following table lists the Subcontracts and Subcontractors identified by the Contractor as at the Effective Date.

Subcontractor	Subcontract/ Type of Work	License Type and No.	% Committed
Name: CannonDesign, Inc. Address: 2875 Michelle Dr., Ste. 210, Irvine, CA 92606 Phone: (949) 250-1500	Phase 1 Design Services	Design Firm – N/A	66% (Phase 1)
Name: Verdantas Address: 2600 Michelson Dr., Ste. 400, Irvine, CA 92612 Phone: (949) 250-1421	Geotechnical Services	Engineering Firm – N/A	1.6% (Phase 1)

Part B: Required Subcontract Provisions

The Contractor must ensure that each Subcontract contains the relevant provisions listed in the below table. Each provision must be included in full and may not be included only by cross-reference to the Contract. For Subcontracts entered into with Major Subcontractors, all the provisions listed must be included in the Subcontract as shown in Column 4 of the below table. For all other Subcontracts, only the provisions listed in Column 3 of the below table are required to be included.

<u>Column 1</u> Contract Cross-Reference	<u>Column 2</u> Description of Provision
<u>Section 1.2</u>	Interpretation
<u>Section 2.3(e)</u>	Failure to agree to a Phase 2 Supplement
<u>Section 2.4</u>	Notices to Proceed
<u>Section 4.2</u>	Project risks
<u>Article 7</u>	Worksite
<u>Section 13.1</u>	Subcontracting
<u>Article 15</u>	Construction
<u>Article 16</u>	Quality
<u>Section 18.1</u>	Partial Acceptance
<u>Section 18.2</u>	Substantial Completion
<u>Section 18.3</u>	Final Acceptance
<u>Article 21</u>	Warranties
<u>Section 23.1</u>	Payment
<u>Section 23.4(d)</u>	Discovery of Deficiencies or improper payment
<u>Section 23.5</u>	Payments to Subcontractors
<u>Section 23.6</u>	Taxes

<u>Column 1</u> Contract Cross-Reference	<u>Column 2</u> Description of Provision
<u>Section 26.1</u>	Contractor Initiated Change Proposal
<u>Article 27</u>	Indemnity from the Contractor
<u>Article 29</u>	Termination for Convenience
<u>Article 30</u>	Termination for Contractor Default
<u>Article 32</u>	Inspections, access, audit, and records
<u>Article 33</u>	Intellectual Property; Ownership; Indemnification
<u>Article 34</u>	Confidentiality and Communications
<u>Article 35</u>	California Public Records Act
<u>Article 36</u>	Assignment and transfer
<u>Article 38</u>	Governing law and jurisdiction
<u>Section 40.2</u>	Waiver
<u>Section 40.14</u>	Severability
<u>Section 40.16</u>	Covenant against contingent fees
<u>Exhibit 4, Section 1</u>	Administrative Code
<u>Exhibit 4, Section 2</u>	Discrimination
<u>Exhibit 4, Section 3</u>	Whistleblower requirements
<u>Exhibit 4, Section 4</u>	California Public Records Act
<u>Exhibit 4, Section 5</u>	Civil Rights requirements
<u>Exhibit 4, Section 6</u>	Payment of prevailing and living wages / reporting
N/A	Any other provisions required by Applicable Law or otherwise required in the Contract (including under any Incorporated

<p><u>Column 1</u> Contract Cross-Reference</p>	<p><u>Column 2</u> Description of Provision</p>
	<p>Manual) to be expressly included as a Subcontractor obligation in a Subcontract or otherwise complied with by the Subcontractor.</p>
<p>N/A</p>	<p>The Contractor and the Subcontractor acknowledge and agree:</p> <p>A. All Work being performed and Goods being furnished by the Subcontractor under this Subcontract shall comply with the Contractor's Contract with the County.</p> <p>B. The Subcontractor shall have the same duties and obligations to the Contractor with respect to its performance of its own Work as the Contractor has to the County under its Contract. The County is the third-party beneficiary of the Subcontract and shall have the right to enforce all of the terms of the Subcontract for its own benefit.</p> <p>C. The Subcontractor shall make such Schedule commitments, submit such Schedules and scheduling information, and submit any other required information to the Contractor as is necessary for the Contractor to comply with its Schedule and reporting commitments to the County, under the Contract.</p> <p>D. All guarantees and warranties, express or implied, shall inure to the benefit of both the County and the Contractor during the performance of the Work; upon final completion of the Work, such guarantees and warranties shall inure to the benefit of the County.</p> <p>E. Nothing contained in the Subcontract shall be deemed to create any privity of Contract between the County and the Subcontractor, nor shall it create any duties, obligations, or liabilities on the part of the County to the Subcontractor except those required by Law. In the event of any claim or dispute arising under the Subcontract or the Contract with the County, the Subcontractor shall look only to the Contractor for any payment, redress, relief, or other satisfaction.</p> <p>F. This Article does not and shall not operate to relieve the Contractor of any duty or liability under the Contract, nor does it create any duty or liability on the part of the County. The Contractor shall have sole responsibility for promptly settling any disputes between its Subcontractors and between the Subcontractors and any of their Subcontractors of any tier.</p>

EXHIBIT 6

WORKSITE

(Article 6)

Part A – Designation of Worksite

1. **INTRODUCTION**

- (a) This Exhibit identifies and describes the Worksite (including the Temporary Construction Easements).
- (b) The Worksite, as indicated in the description and any drawings attached hereto, is unrestricted in height and depth above and below the plan area represented in the Worksite drawings, unless a limit is specified in this Exhibit.

2. **WORKSITE DESIGNATION AND DESCRIPTION**

This paragraph 2 describes the Worksite and any Temporary Construction Easements as defined as of the Effective Date. In accordance with Article 6 (Worksite and Temporary Interests) of the Contract, the identification of any Temporary Construction Easements will be further determined during Phase 1 and modifications to these descriptions may be incorporated under the Phase 2 Supplement or other Modification.

- (a) **Worksite.** The Worksite Access Date for the Phase 2 Work is anticipated to be August 2027 (or sooner if feasible). However, early access for site surveys, field verification, or any other Phase 1 Work shall be coordinated with the County during Phase 1 on an as-needed basis.
- (b) **Temporary Construction Easements.** As of the Effective Date, the Temporary Construction Easements that have been identified to be obtained by the County for the performance of the Construction Work, as marked on Attachment A to this Exhibit.

Attachment A
Worksite Drawings

[To be inserted]

EXHIBIT 7

REQUIRED INSURANCE

(Article 28)

1. REQUIRED INSURANCE DURING THE TERM

(a) Workers' Compensation and Employer's Liability

Minimum Limits	Principal Cover
<p>Workers' Compensation: statutory.</p> <p>Employer's liability insurance limits not less than:</p> <p>\$1,000,000 per accident for bodily injury by accident;</p> <p>\$1,000,000 per employee for bodily injury by disease; and</p> <p>\$1,000,000 policy limit for bodily injury by disease.</p>	<p>Workers' compensation insurance in conformance with the Applicable Laws of the State and employer's liability insurance (or bodily injury or disease).</p> <p>If the Contractor or a Subcontractor has no employees, it may certify or warrant to the County that it does not currently have any employees or individuals who are defined as "employees" under the California Labor Code and the requirement for Workers' Compensation coverage will be waived by the County.</p> <p>With respect to Contractors or Subcontractors that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.</p>
<p>Period of Cover: Each annual period throughout the performance of the Phase 1 Work. Each annual period once the Phase 2 Work commences, whether under an Early Works Package or the Phase 2 Supplement, until the expiration of the Warranty Period. The Contractor may, by Notice to the County, request a variation to the end date of the period of cover. The County may approve or reject any such request in its sole discretion by return Notice to the Contractor. If the County fails to respond to such request, the request shall be deemed rejected.</p> <p>Project-specific coverage is not required.</p>	
<p>Named Insureds: The Contractor and each Subcontractor performing the Work must provide evidence of their own workers' compensation coverage and employer's liability insurance. The Contractor remains responsible for ensuring that the Contractor and all Subcontractors maintain statutory workers' compensation insurance to cover obligations imposed by Applicable Law while engaged in the performance of the Work, on or off the Worksite.</p>	

(b) **Automobile Liability Insurance**

Minimum Limits	Principal Cover
<p>Limits not less than:</p> <p>\$1,000,000 combined single limit for bodily injury and property damage liability.</p> <p>\$2,000,000 combined single limit for bodily injury and property damage per occurrence if the Contractor or Subcontractor is transporting one or more non-employee passengers in the performance of the Contract.</p>	<p>Coverage for the ownership, maintenance, or use of all owned/leased, non-owned, and hired vehicles used in the performance of the Work, both on and off the Worksite, including loading and unloading.</p> <p>Coverage shall be provided on Insurance Services Office form number CA 001 (Ed. 7/97) for all owned, hired, and non-owned automobiles or symbol 1 (any auto), and include the MCS 90 and corresponding CA 99 48 endorsements at full policy limits if any vehicles are utilized to transport hazardous substances.</p> <p>If the Contractor or a Subcontractor owns no autos, a non-owned auto endorsement to the Commercial General Liability policy is acceptable.</p>
<p>Period of Cover: Each annual period throughout the entire Term of this Contract; provided, however, that such coverage shall be maintained for vehicles used in the performance of any Work related to the Project until the expiration of the Warranty Period.</p> <p>Project-specific coverage is not required.</p>	
<p>Named Insureds: The Contractor and each Subcontractor performing the Work must provide evidence of their own automobile insurance.</p>	
<p>Additional Insured: The County and each other Indemnified Party with respect to liability arising out of the acts or omissions of the Contractor or any other Contractor-Related Entity, whether occurring on or off the Worksite.</p>	

(c) **Professional Liability**

Minimum Limits	Principal Cover
Limits not less than: \$5,000,000 per claim and in the aggregate.	Coverage shall protect against any error, omission, or negligent acts by the Contractor or any other Contractor-Related Entity in the performance of any Work that is considered to be professional services under the Contract including any constructability reviews, other preconstruction services, work supervision, construction management, and project management.
<p>Period of Cover: For the Term and for a period of five years following Final Acceptance of the Phase 2 Work. The policy shall have a retroactive date that is no later than the commencement of the performance of professional services under the RFP or the Contract, whichever is earlier. If coverage is canceled or non-renewed and not replaced with another claims-made policy form with a retroactive date prior to the Contract's Effective Date, the Contractor must purchase an extended period coverage for a minimum of five years after completion of the Work.</p>	
<p>Named Insureds: The Contractor. Subcontractor cover for each Subcontractor performing Work that is considered to be professional services shall be obtained as required under <u>Section 28.1(b) (Subcontractor Insurance)</u> of the Contract.</p>	

2. **REQUIRED INSURANCE FOR THE PHASE 1 WORK**

(a) **Commercial General Liability**

Minimum Limits	Principal Cover
Limits not less than: \$1,000,000 combined single limit of liability for bodily injury, property damage, and personal injury per occurrence and \$2,000,000 aggregate.	Commercial general liability broad form coverage written on an occurrence form. The policy coverage shall include: (a) Premises operations and mobile equipment; (b) Products and completed operations; (c) Broad form property damage (including completed operations); (d) Explosion, collapse and underground hazards; (e) Personal injury; and (f) Contractual liability.
<p>Period of Cover: Phase 1.</p>	
<p>Named Insureds: The Contractor. Subcontractor cover shall be obtained as required under <u>Section 28.1(b) (Subcontractor Insurance)</u> of the Contract.</p>	
<p>Additional Insureds: The County and each other Indemnified Party with respect to liability arising out of the acts or omissions of the Contractor or any other Contractor-Related Party, whether occurring on or off the Worksite.</p>	

(b) **Umbrella/ Excess Liability Insurance**

Minimum Limits	Principal Cover
Limits not less than: \$20,000,000.	An umbrella or excess liability insurance policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverage established above, including employer's liability, commercial general liability, and automobile liability insurance, in excess of the amounts established in the primary layers.
Period of Cover: Phase 1 and in the case of products and completed operations coverage, for a period of three years following Final Acceptance of the Phase 1 Work.	
Named Insureds: The Contractor. Subcontractor cover shall be obtained as required under <u>Section 28.1(b) (Subcontractor Insurance)</u> of the Contract.	
Additional Insureds: The County and each other Indemnified Party with respect to liability arising out of the acts or omissions of the Contractor and any other Contractor-Related Party, whether occurring on or off the Worksite.	

3. **REQUIRED INSURANCE FOR THE PHASE 2 WORK**

(a) **Commercial General Liability**

Minimum Limits	Principal Cover
Limits not less than: \$20,000,000 combined single limit of liability for bodily injury, property damage, and personal injury per occurrence. \$20,000,000 products/ completed operations per occurrence.	Commercial general liability broad form coverage (written on an occurrence form). The policy coverage shall include: (a) Premises operations and mobile equipment; (b) Products and completed operations; (c) Broad form property damage (including completed operations); (d) Explosion, collapse and underground hazards; (e) Personal injury; and (f) Contractual liability. The general aggregate shall be designated to apply on a per project basis.
Period of Cover: Phase 2 of this Contract (including any Early Works Packages for the Phase 2 Work), and for a period of five years following Final Acceptance of the Phase 2 Work.	
Named Insureds: The Contractor. Subcontractor cover shall be obtained as required under <u>Section 28.1(b) (Subcontractor Insurance)</u> of the Contract.	

Minimum Limits	Principal Cover
<p>Additional Insureds: The County and each other Indemnified Party with respect to liability arising out of the acts or omissions of the Contractor or any other Contractor-Related Party, whether occurring on or off the Worksite.</p>	

(b) **Course of Construction/ Installation (Builder's Risk) Property Insurance**

Minimum Limits	Principal Cover
<p>Replacement value for "all risks" of direct physical loss or damage during construction of the Project.</p>	<p>Blanket builder's risk insurance policy on an "all risk" basis for the replacement value of the Project including: (i) coverage for any ensuing loss from faulty workmanship; nonconforming Work materials, omission, or deficiency in design or specifications; (ii) coverage against damage or loss caused by flood, fire, theft, vandalism and malicious mischief, and machinery accidents and operational testing; (iii) coverage for removal of debris, and insuring structures, machinery, equipment (including Construction Equipment), facilities, fixtures, and all other properties constituting a part of the Project; and (iv) transit/off-site storage coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Worksite. Such insurance shall be on a form acceptable to the County. The insurance policy shall not have any coinsurance penalty. Deductibles or self-insured retentions shall be no greater than \$100,000.</p>
<p>Period of Cover: Phase 2 (including any Early Works Packages involving the commencement of actual improvements, as agreed or Notified under the Contract) until Final Acceptance of the Phase 2 Work, provided that the Contractor shall not be required to maintain property insurance for any part of the Project following transfer of control of that part to the County in accordance with the terms of the Contract.</p>	
<p>Named Insureds: The Contractor must provide evidence of its own builder's risk insurance that includes as named insureds: (i) subject to <u>Section 28.1(b) (Subcontractor Insurance)</u> of the Contract, each Subcontractor performing the Work; and (ii) the County, and each other Indemnified Party with respect to liability arising out of the acts or omissions of the Contractor or any other Contractor-Related Party, whether occurring on or off the Worksite.</p>	

(c) **Umbrella/ Excess Liability Insurance**

Minimum Limits	Principal Cover
<p>Limits not less than: \$20,000,000.</p>	<p>An umbrella or excess liability insurance policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverage established above, including employer's liability, commercial general</p>

Minimum Limits	Principal Cover
	liability, and automobile liability insurance, in excess of the amounts established in the primary layers.
<p>Period of Cover: Phase 2, and for a period of five years following Final Acceptance of the Phase 2 Work.</p>	
<p>Named Insureds: The Contractor. Subcontractor cover shall be obtained as required under <u>Section 28.1(b) (Subcontractor Insurance)</u> of the Contract.</p>	
<p>Additional Insureds: The County and each other Indemnified Party with respect to liability arising out of the acts or omissions of the Contractor and any other Contractor-Related Party, whether occurring on or off the Worksite.</p>	

(d) **Environmental Liability**

Minimum Limits	Principal Cover
<p>Limits not less than: \$5,000,000 combined single limit per claim or occurrence and in the aggregate on a project-specific basis.</p>	<p>Covering environmental risks resulting from Contractor and Subcontractor operations, including coverage for clean-up, remediation, transportation, non-owned disposal sites, and third-party claims of hazardous waste.</p>
<p>Period of Cover: Coverage must be in place from the inception of Phase 2 or at any time test bores or other earth moving is being undertaken as part of an Early Works Package, until Final Acceptance of the Phase 2 Work. In the case of such test bores and/or earth movement, it is acceptable for the Contractor's pollution liability insurance to be provided by the party undertaking such activities. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the Phase 2 Work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five years after Final Acceptance of the Phase 2 Work.</p>	
<p>Named Insureds: The Contractor. Subcontractor cover shall be obtained as required under <u>Section 28.1(b) (Subcontractor Insurance)</u> of the Contract.</p>	
<p>Additional Insureds: The County and each other Indemnified Party with respect to liability arising out of the acts or omissions of the Contractor and any other Contractor-Related Party, whether occurring on or off the Worksite. The required additional insured endorsement shall protect the County without any restrictions.</p>	

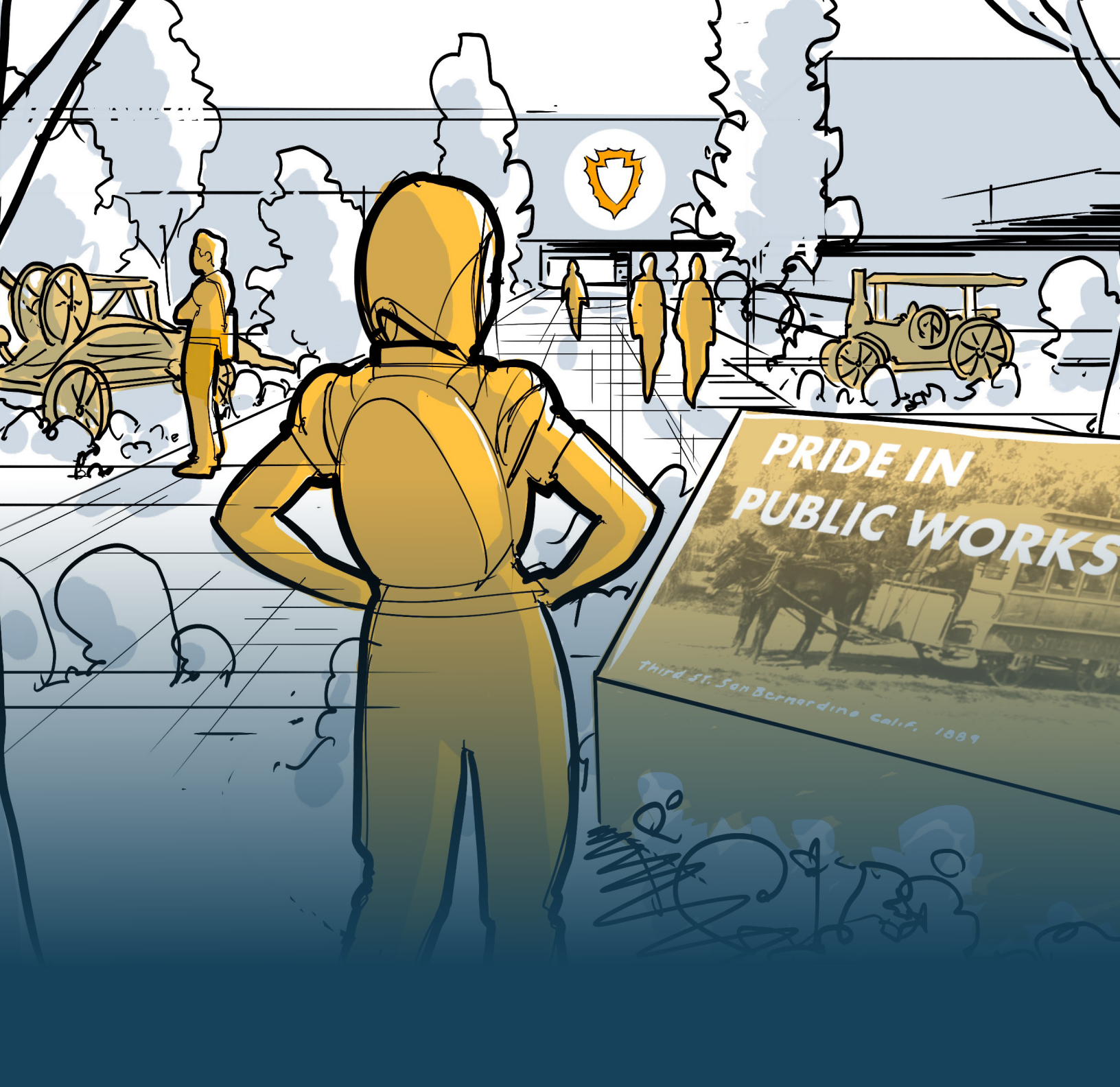
(e) **Aviation Liability**

Minimum Limits	Principal Cover
Limits not less than: \$1,000,000 combined single limit per claim or occurrence and \$2,000,000 in the aggregate on a project-specific basis.	Coverage for when unmanned aerial systems are used. On an occurrence basis, including products and completed operations, property damage, and bodily injury. The coverage may also be provided by endorsement to a commercial general liability policy.
Period of Cover: Phase 2.	
Named Insureds: The Contractor. Subcontractor cover shall be obtained as required under Section 28.1(b) (<i>Subcontractor Insurance</i>) of the Contract.	
Additional Insureds: The County and each other Indemnified Party with respect to liability arising out of the acts or omissions of the Contractor and any other Contractor-Related Party, whether occurring on or off the Worksite. The required additional insured endorsement shall protect the County without any restrictions.	

EXHIBIT 8

CONTRACTOR COMMITMENTS

[Attached]



SAN BERNARDINO COUNTY



CANNONDESIGN

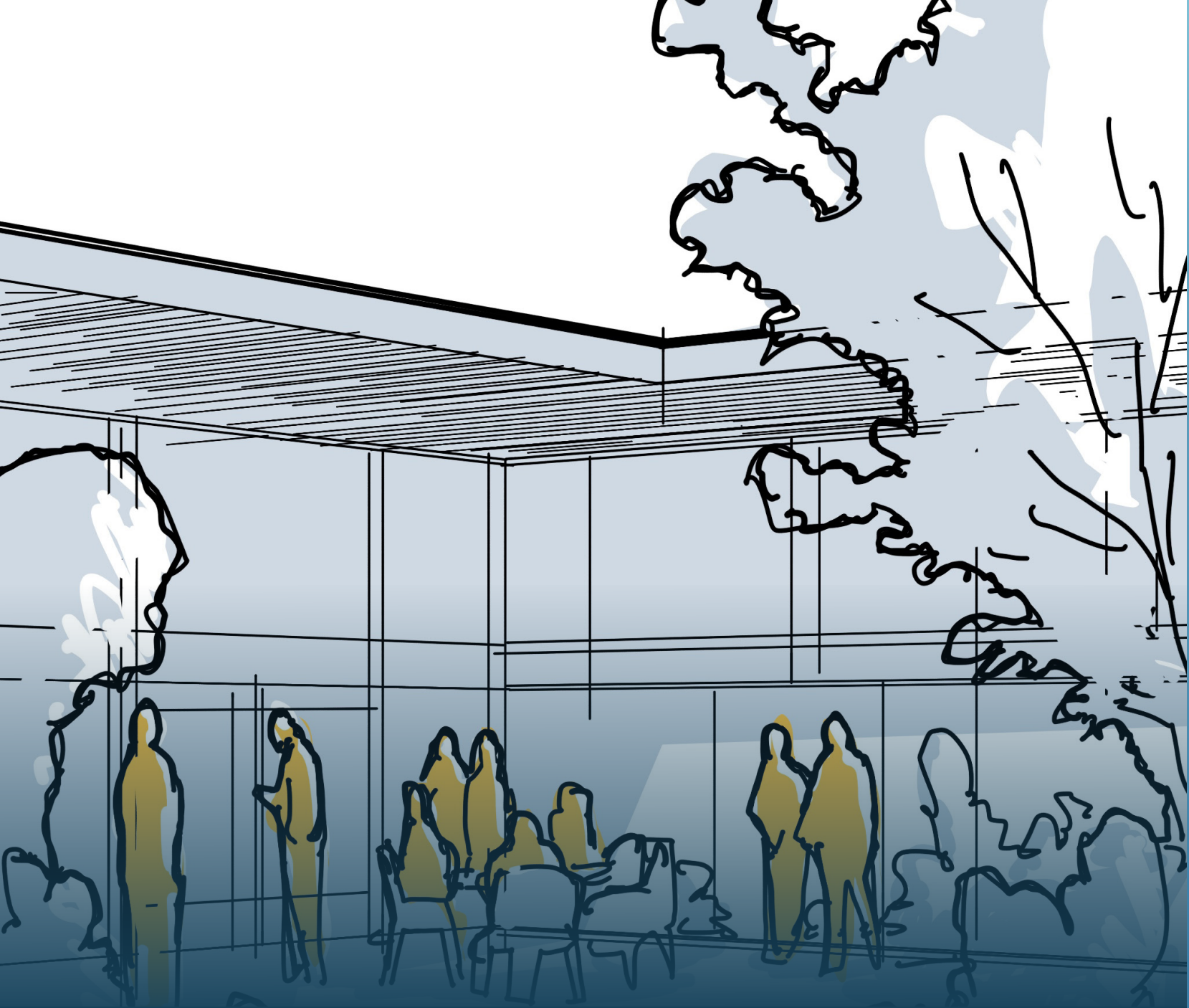
DEPARTMENT OF PUBLIC WORKS (DPW) HEADQUARTERS REPLACEMENT PROJECT

REQUEST FOR QUALIFICATIONS / PROPOSAL
Proposal No. 10.10.1777 | Volumes 1, 2, and 3

Volume 2



PHASE 1
PROPOSAL



01



EXECUTIVE SUMMARY

- 1.1. Submit an Executive Summary in narrative form. The Executive Summary must contain a summary of the key elements of the Proposer's SOQ including by reference to its team structure, relevant capability and experience, and its Project approach. The Proposer must emphasize those elements of its SOQ that, in its opinion, represent significant value to the County, and which may distinguish its SOQ from those of others.

The Proposer must not include any information regarding price or any other contents of the Proposer's Price Proposal in the Executive Summary.

EXECUTIVE SUMMARY

We take immense pride in serving as designers, builders, and stewards of the San Bernardino community. Our integrated team structure unites nationally recognized leaders in progressive design-build, each bringing deep expertise in public sector delivery and a proven record of collaboration. With a history of successfully delivering complex, high-profile projects for public agencies, our team offers a unique blend of technical capability, innovative problem-solving, and a steadfast commitment to transparency and partnership. Through a project approach rooted in trust, open communication, and servant leadership, we are prepared to deliver exceptional value to San Bernardino County – continuing our tradition of groundbreaking work and community-focused service.

Team Structure

Our design team is led by Brandon Dekker, a recognized leader in the progressive design-build (PDB) sector with a proven record of legislative and project success. The McCarthy | CannonDesign partnership brings together industry-leading expertise in design and construction, supported by a collaborative team of project managers, designers, and builders who, together, have successfully delivered complex public sector projects. This integrated team structure ensures seamless communication, efficient decision-making, and a unified approach to project delivery.

Relevant Capability and Experience

PROGRESSIVE DESIGN-BUILD PIONEERS

Our leadership in the advancement of progressive design-build is demonstrated by our instrumental role in the passage of California Senate Bill 706, which enabled cities, counties, and special districts to adopt this delivery method. Our team's experience includes the groundbreaking California Department of General Services Gregory Bateson Building, one of the first PDB projects in the state. This project was the only one of its cohort to be delivered on budget and on schedule, earning the 2025 ENR Award of Merit in Renovation/Restoration and setting a gold standard for PDB in California.

ONGOING ADVOCACY AND EDUCATION

Beyond practitioners, we are also ambassadors for PDB. Our team has actively educated public agencies, including the San Bernardino County Project Management Team, on PDB benefits and best practices. We have provided training to the San Bernardino Community College District, resulting in the successful adoption of PDB for major projects such as the Valley College Student Services Building. Our ongoing involvement in industry organizations, like the Design-Build Institute of America (DBIA), ensures we remain at the forefront of industry advancements and legislative progress.

PROVEN LOCAL EXPERIENCE

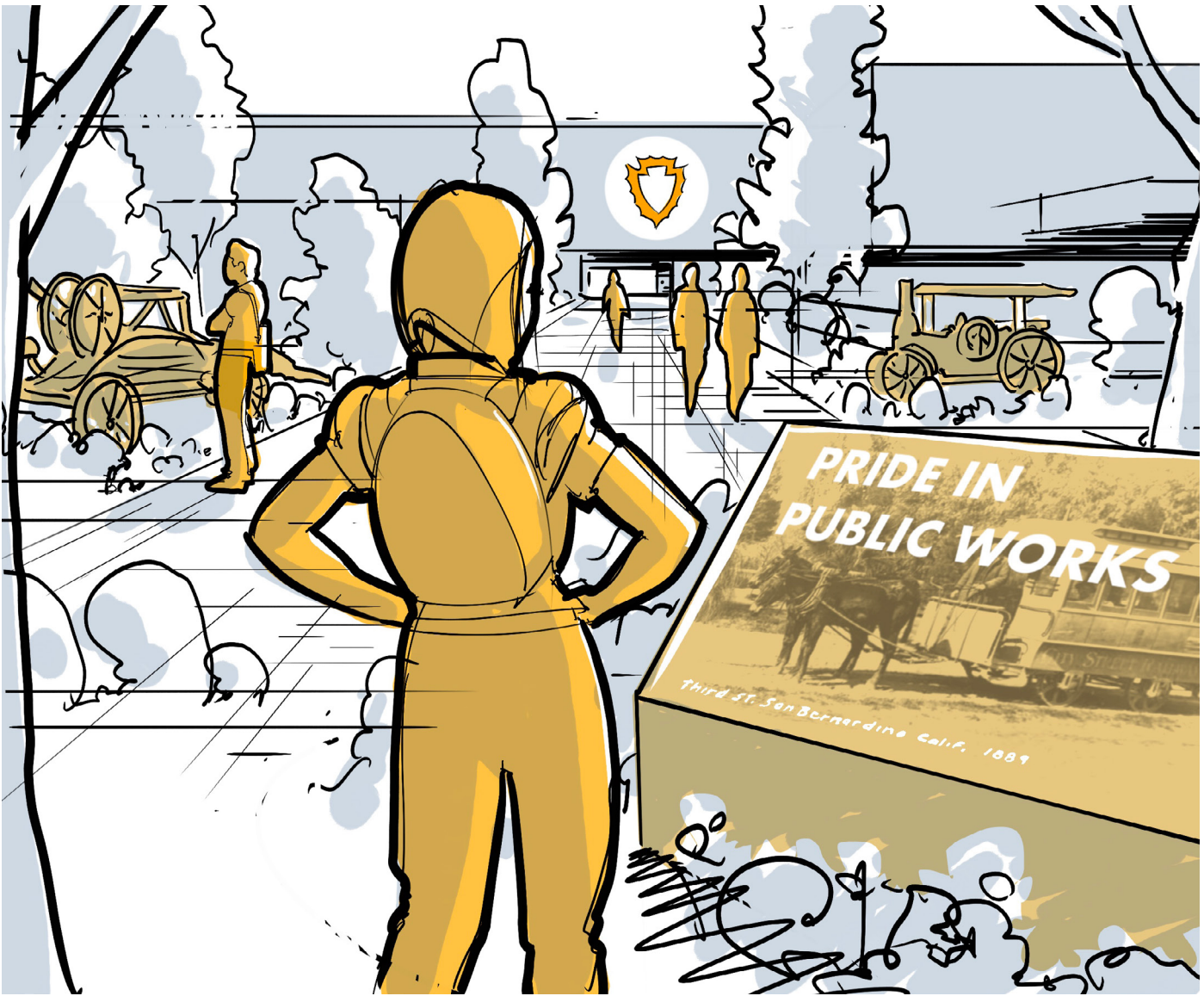
Our team's experience with San Bernardino County includes the successful delivery of the Valley Communications Center and the Public Defender's Office. These projects highlight our ability to deliver innovative, efficient, and community-focused solutions that align with the County's goals and values.

SHAPING PROGRESSIVE DESIGN-BUILD DELIVERY IN CALIFORNIA



(The PDB) approach recognizes that project success is rooted in the chemistry and relationships within the team. Transparency is also a critical element of Progressive Design-Build. Owners need assurance that design-builders are transparent in their processes, fostering trust throughout the project.

- A Word with DBIA-WPR's Brandon Dekker About CA SB 706, Expanding PDB, Nov 2023, dbia.org



Project Approach

MAXIMIZING VALUE THROUGH PROGRESSIVE DESIGN-BUILD

Our approach is rooted in the principles of transparency, collaboration, and servant leadership. We believe that project success is built on trust – both within the team and with the County. Our established working relationships and shared project history enable us to function as “one team,” fostering creative problem-solving and ensuring that cost and design objectives are aligned.

ONGOING COMMITMENT TO COMMUNITY AND LEGACY

We recognize the importance of preserving the County’s history while creating a modern, efficient, and inspiring workplace for its employees. Our approach will celebrate the community’s heritage, unlock new value, and deliver a facility that is a source of pride for all stakeholders.

DELIVERING DISTINCT VALUE TO SAN BERNARDINO COUNTY

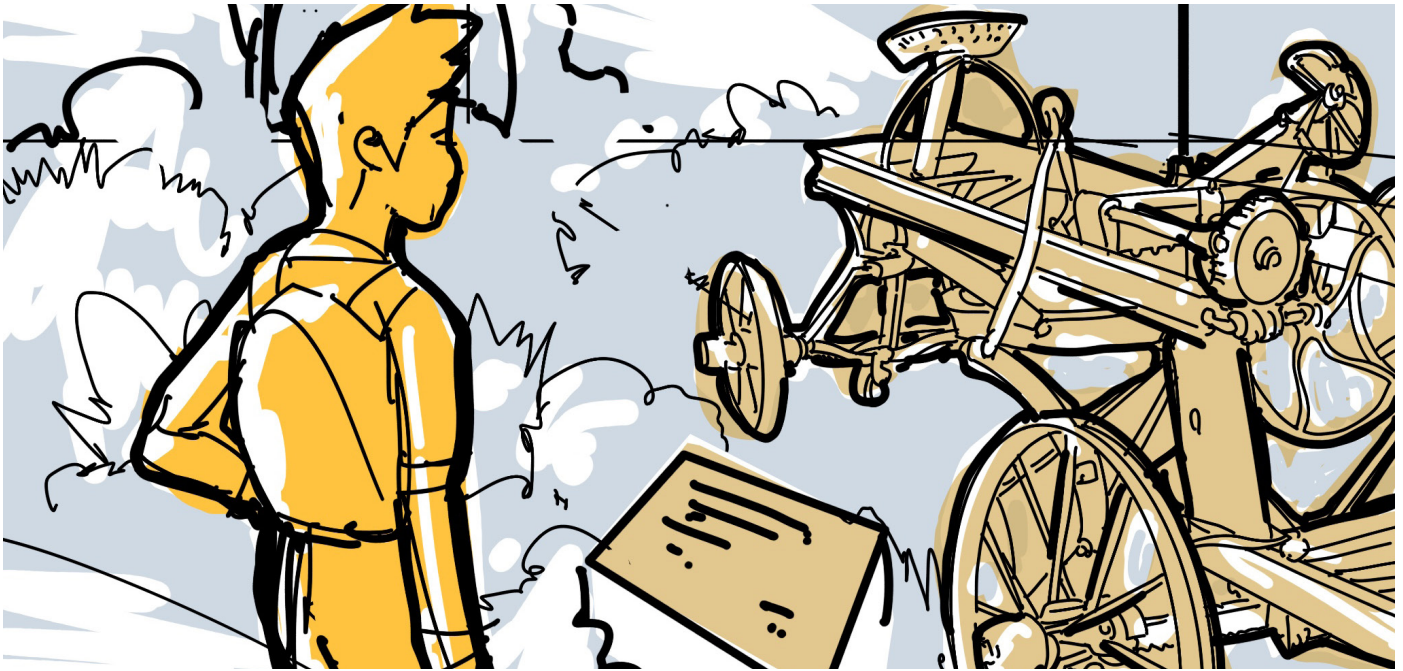
- » Legislative and industry leadership in PDB, ensuring the County benefits from the most current and effective project delivery methods.
- » Demonstrated success in delivering complex public sector projects on time and within budget.
- » Deep local experience and a proven track record of partnership with San Bernardino County.
- » “One team” with established trust and a shared commitment to servant leadership.

The McCarthy | CannonDesign team is uniquely positioned to deliver exceptional value to San Bernardino County through our expertise, experience, and commitment to progressive design-build. We are pleased to present the pages that follow, and look forward to partnering with you again.



02

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**CAPABILITY
AND EXPERIENCE**



- 2.1. Submit Form Vol 2-2.1 (Reference Projects (Technical Experience)) in accordance with the instructions on Form Vol 2-2.1 (including a supporting narrative for each Reference Project in the table in Part 2 of Form Vol 2-2.1). Form Vol 2-2.1 may be submitted in landscape format.
- 2.2. Submit Form Vol 2-2.2 (Reference Projects (Project Delivery Method Experience)) in accordance with the instructions on Form Vol 2-2.2 (including a supporting narrative for each Reference Project in the table in Part 2 of Form Vol 2-2.2). Form Vol 2-2.2 may be submitted in landscape format.

CAPABILITY AND EXPERIENCE

The McCarthy | CannonDesign Design-Build Team represents a proven, high-performing team with a distinguished record of delivering complex projects through a collaborative, integrated approach. With more than four decades of successful collaboration and over 70 projects completed together, McCarthy | CannonDesign offers San Bernardino County a unique blend of construction excellence and design innovation.

Foundational Pillars of Success

Our partnership is built on three foundational pillars: trust, relationships, and certainty. The McCarthy | CannonDesign team’s approach is rooted in collaboration, fostering an environment where open communication, mutual respect, and shared goals drive every decision. By prioritizing trust and relationship-building from the outset, we create a unified project team that is agile, transparent, and fully aligned with your goals and objectives.

Commitment to Excellence

The McCarthy | CannonDesign team is committed to safety, stewardship, and the highest standards of professional excellence. Our team’s extensive experience across diverse markets, including civic and public works facilities, demonstrates our consistent ability to deliver transformative outcomes for clients and communities alike.

In Summary

In summary, choosing McCarthy | CannonDesign means selecting a partnership defined by integrity, expertise, and a relentless pursuit of project success. This team stands ready to deliver exceptional results, foster meaningful collaboration, and create lasting value on every project.

WHY MCCARTHY | CANNONDESIGN



OVER FOUR DECADES OF EXPERIENCE



70+ PROJECT COLLABORATIONS



WELL-ROUNDED TEAM ROOTED IN TRUST, RELATIONSHIP, AND CERTAINTY

FORM VOL 2-2.1 – REFERENCE PROJECTS – TECHNICAL EXPERIENCE

Instructions:

- (a) Provide details for a minimum of three and a maximum of five comparable projects (or comparable elements of projects) that demonstrate experience and capability fulfilling the evaluation criteria in Section 4.5(b)(i)(A) (*Technical experience*) of the RFQ.
- (b) The Reference Projects listed in this Form Vol 2-2.1 may be the same or different Reference Projects to those listed in Form Vol 2-2.2.
- (c) In the form, Proposers should check the box for any comparable project component that is applicable to the Reference Project.
- (d) In addition to completion of the relevant details within the form in Part 1, use the table in Part 2 to provide a narrative describing in greater detail each Reference Project listed in Part 1. The narrative description should clearly explain how the Reference Project is comparable and relevant in terms of the criteria set out in Section 4.5(b)(i)(A) (*Technical experience*) of the RFQ and the comparable project elements listed in the form, and should identify lessons learned, innovations incorporated, challenges faced, and strategies used to address those challenges. Each Proposer is reminded that any determination of comparability between a Reference Project and the Project for evaluation purposes will be made by the County in its sole discretion.
- (e) The Reference Project experience listed should be that of the Proposer, Proposer Member (if applicable), or a Key Subcontractor (experiences from Affiliates of such entities is acceptable if a direct or indirect common parent entity will be a guarantor of that entity and the Proposer clearly explains how such experience is relevant to the criteria in Section 4.5(b)(i)(A) (*Technical experience*) of the RFQ and will be utilized to deliver this Project).
- (f) At least two of the Reference Projects listed in this Form Vol 2-2.1 should demonstrate the experience of the proposed lead designer and at least two of the Reference Projects should demonstrate the experience of the lead construction contractor. The lead designer and lead construction contractor may rely on the same Reference Project if both the lead designer and the lead construction contractor worked on the applicable Reference Project.
- (g) Proposers are requested to verify that contact information for owners are correct and current, and are advised that if the contact information provided are not correct or current, the County may elect to exclude the experience represented in determining the Proposer's experience and qualifications.

2.1. Submit Form Vol 2-2.1 (Reference Projects (Technical Experience)) in accordance with the instructions on Form Vol 2-2.1 (including a supporting narrative for each Reference Project in the table in Part 2 of Form Vol 2-2.1). Form Vol 2-2.1 may be submitted in landscape format.

Part 1 – List of Reference Projects (Technical Experience)

#	REFERENCE PROJECT NAME AND LOCATION	OWNER'S NAME AND ADDRESS; CONTACT PERSON'S NAME, PHONE NO. AND EMAIL ADDRESS ⁽¹⁾	PROPOSER OR PROPOSER MEMBER (IF APPLICABLE), KEY SUBCONTRACTOR OR AFFILIATE ⁽²⁾	ROLE OF PROPOSER OR PROPOSER MEMBER (IF APPLICABLE), KEY SUBCONTRACTOR OR AFFILIATE ⁽³⁾	ESTIMATED COST OF WORK (US\$) ⁽⁴⁾	START DATE AND % OF WORKS COMPLETED ⁽⁵⁾	COMPLETION / ESTIMATED DATE OF COMPLETION ⁽⁶⁾	COMPARABLE PROJECT COMPONENTS ⁽⁷⁾
1.	Children's Hospital of Orange County (CHOC) Southwest Tower Orange, California	Children's Hospital of Orange County 1201 West La Veta Avenue Orange, CA 92863 Ramsey Nasser, PE (CA), Program Manager (814) 441-5422 ramsey.nasser@jacobs.com	McCarthy Building Companies, Inc. CannonDesign	Contractor responsible for construction execution and project delivery compliance. Architect of record responsible for design and construction document.	\$251.3 M	7/19/2022 100% Complete	04/23/2025	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Minimum design and construction value of \$50,000,000 <input checked="" type="checkbox"/> Constructed in California within the last ten years (or currently under construction) <input type="checkbox"/> Public administrative building, corporate headquarters, city or county hall <input checked="" type="checkbox"/> University campus, hospital, utility or transportation agency headquarters <input type="checkbox"/> Airport and other civic facilities of comparable scale and operational complexity <input checked="" type="checkbox"/> Comprehensive site improvements such as grading, wet and dry utilities, landscaping, parking, and associated infrastructure <input checked="" type="checkbox"/> Managing design and construction interfaces, particularly in projects requiring coordination with a diverse range of stakeholders
2.	State of California, Department of General Services, Gregory Bateson Building Renovation Sacramento, California	State of California - Department of General Services 707 Third Street, 4th Floor West Sacramento, CA 95605 Juli Kawahata, Project Director III (916) 201-8489 juli.kawahata@dgs.ca.gov	McCarthy Building Companies, Inc. CannonDesign	Contractor responsible for construction execution and project delivery compliance. Architect of record responsible for design and construction document.	\$169 M	8/01/2022 100% Complete	03/19/2025	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Minimum design and construction value of \$50,000,000 <input checked="" type="checkbox"/> Constructed in California within the last ten years (or currently under construction) <input checked="" type="checkbox"/> Public administrative building, corporate headquarters, city or county hall <input type="checkbox"/> University campus, hospital, utility or transportation agency headquarters <input type="checkbox"/> Airport and other civic facilities of comparable scale and operational complexity <input checked="" type="checkbox"/> Comprehensive site improvements such as grading, wet and dry utilities, landscaping, parking, and associated infrastructure <input checked="" type="checkbox"/> Managing design and construction interfaces, particularly in projects requiring coordination with a diverse range of stakeholders
3.	San Bernardino Valley College Student Services Building San Bernardino, California	San Bernardino Community College District 114 S Del Rosa Drive San Bernardino, CA 92408 Farrah Farzaneh, Executive Director, Facilities Planning, Sustainability and Construction (310) 633-1090 ffarzaneh@sbccd.com	McCarthy Building Companies, Inc. CannonDesign	Contractor responsible for construction execution and project delivery compliance. Architect of record responsible for design and construction document.	\$94 M	4/07/2025 20% Complete	04/18/2027	<ul style="list-style-type: none"> <input checked="" type="checkbox"/> Minimum design and construction value of \$50,000,000 <input checked="" type="checkbox"/> Constructed in California within the last ten years (or currently under construction) <input type="checkbox"/> Public administrative building, corporate headquarters, city or county hall <input checked="" type="checkbox"/> University campus, hospital, utility or transportation agency headquarters <input type="checkbox"/> Airport and other civic facilities of comparable scale and operational complexity <input checked="" type="checkbox"/> Comprehensive site improvements such as grading, wet and dry utilities, landscaping, parking, and associated infrastructure <input checked="" type="checkbox"/> Managing design and construction interfaces, particularly in projects requiring coordination with a diverse range of stakeholders

#	REFERENCE PROJECT NAME AND LOCATION	OWNER'S NAME AND ADDRESS; CONTACT PERSON'S NAME, PHONE NO. AND EMAIL ADDRESS ⁽¹⁾	PROPOSER OR PROPOSER MEMBER (IF APPLICABLE), KEY SUBCONTRACTOR OR AFFILIATE ⁽²⁾	ROLE OF PROPOSER OR PROPOSER MEMBER (IF APPLICABLE), KEY SUBCONTRACTOR OR AFFILIATE ⁽³⁾	ESTIMATED COST OF WORK (US\$) ⁽⁴⁾	START DATE AND % OF WORKS COMPLETED ⁽⁵⁾	COMPLETION / ESTIMATED DATE OF COMPLETION ⁽⁶⁾	COMPARABLE PROJECT COMPONENTS ⁽⁷⁾
4.	San Bernardino Valley Communications Center San Bernardino, California	San Bernardino County 385 N. Arrowhead Avenue, 3rd Floor San Bernardino, CA 92415 Robert Gilliam, Chief of Project Management (909) 915-5619 robert.gilliam@res.sbcounty.gov	CannonDesign	Architect of record responsible for design and construction document.	\$128 M	6/08/2023 90% Complete	03/31/2026	<input checked="" type="checkbox"/> Minimum design and construction value of \$50,000,000 <input checked="" type="checkbox"/> Constructed in California within the last ten years (or currently under construction) <input type="checkbox"/> Public administrative building, corporate headquarters, city or county hall <input type="checkbox"/> University campus, hospital, utility or transportation agency headquarters <input type="checkbox"/> Airport and other civic facilities of comparable scale and operational complexity <input checked="" type="checkbox"/> Comprehensive site improvements such as grading, wet and dry utilities, landscaping, parking, and associated infrastructure <input checked="" type="checkbox"/> Managing design and construction interfaces, particularly in projects requiring coordination with a diverse range of stakeholders
5.	Metro Division 13 Maintenance Facility Los Angeles, California	Los Angeles County Metropolitan Transit Authority One Gateway Plaza Los Angeles, CA 90012 Tim Lindholm, Deputy Executive Officer, PM (213) 922-6000 lindholm@metro.net	McCarthy Building Companies, Inc.	Contractor responsible for construction execution and project delivery compliance.	\$93 M	7/23/2012 100% Complete	11/02/2015	<input checked="" type="checkbox"/> Minimum design and construction value of \$50,000,000 <input checked="" type="checkbox"/> Constructed in California within the last ten years (or currently under construction) <input checked="" type="checkbox"/> Public administrative building, corporate headquarters, city or county hall <input type="checkbox"/> University campus, hospital, utility or transportation agency headquarters <input type="checkbox"/> Airport and other civic facilities of comparable scale and operational complexity <input checked="" type="checkbox"/> Comprehensive site improvements such as grading, wet and dry utilities, landscaping, parking, and associated infrastructure <input checked="" type="checkbox"/> Managing design and construction interfaces, particularly in projects requiring coordination with a diverse range of stakeholders

NOTES:

- Enter the owner's name and address, and the telephone number, email address, and name of a contact person that may be contacted as a reference.
- Name the Proposer or relevant Proposer Member (if applicable), Key Subcontractor, or Affiliate that performed work on the Reference Project (the listed entity or entities should fulfill the requirements of instruction (e) above).
- Enter a brief summary of the role the Proposer or relevant Proposer Member (if applicable), Key Subcontractor, or Affiliate played and/or the scope of work the Proposer or relevant Proposer Member (if applicable), Key Subcontractor, or Affiliate performed with respect to the listed Reference Project (for example, "lead designer", "prime contractor", "construction subcontractor responsible for ____").
- Enter the estimated cost of the Proposer's or relevant Proposer Member's (if applicable), Key Subcontractor's, or Affiliate's scope of work on the Reference Project under its contract or subcontract (as applicable) in United States Dollars. This will be different to the estimated cost of the entire Reference Project, unless the Proposer or relevant Proposer Member (if applicable), Key Subcontractor, or Affiliate performed the entire scope of work for the Reference Project under its contract.
- Enter the start date of the Proposer's or relevant Proposer Member's (if applicable), Key Subcontractor's, or Affiliate's performance of its scope of work under the Reference Project and the percentage of that scope of work complete as of the SOQ Due Date. If the Reference Project is complete, this will be 100%.
- Enter the date of completion of the Proposer's or relevant Proposer Member's (if applicable), Key Subcontractor's, or Affiliate's performance of its scope of work under the Reference Project or (the estimated date of completion if not yet complete).
- Check the box for any comparable project component performed by the Proposer or relevant Proposer Member (if applicable), Key Subcontractor, or Affiliate with respect to the Reference Project. Each Proposer is reminded that any determination of comparability between a Reference Project and the Project for evaluation purposes will be made by the County in its sole discretion.

2.1. Submit Form Vol 2-2.1 (Reference Projects (Technical Experience)) in accordance with the instructions on Form Vol 2-2.1 (including a supporting narrative for each Reference Project in the table in Part 2 of Form Vol 2-2.1). Form Vol 2-2.1 may be submitted in landscape format.

Part 2 – Reference Project Narrative (Technical Experience)

#	REFERENCE PROJECT NAME AND LOCATION	NARRATIVE, AS DESCRIBED IN THE INSTRUCTIONS IN PARAGRAPH (C) OF THIS FORM
1.	Children’s Hospital of Orange County (CHOC) Children’s Hospital Southwest Tower Orange, California	<p>At 330,000 sf and nine stories, the CHOC Southwest Tower consolidates multiple specialty clinics, advanced imaging, research, and family-focused amenities into a single, adaptable facility. This mirrors the County’s goal of centralizing Public Works functions to improve efficiency, collaboration, and long-term operational flexibility. The tower was designed with adaptability and future growth in mind. Modular clinic layouts and integrated diagnostic suites allow spaces to evolve with changing needs. The project also reflects a strong commitment to sustainability, wellness, and operational continuity, with state-of-the-art technologies, supportive environments, and careful phasing to ensure uninterrupted services during construction.</p> <p><i>Lessons Learned, Innovations Incorporated, Challenges Faced, and Strategies Used:</i></p> <p>Adapting the lessons, innovations, and strategies from the CHOC Southwest Tower to the San Bernardino County Headquarters Project underscores the critical value of collaborative engagement and disciplined project management in delivering complex civic facilities. The CHOC team’s proactive owner support, especially during closeout and operational startup, translates directly to the County headquarters: it is vital to maintain robust County involvement throughout fit-out, commissioning, and occupancy phases. This means early and consistent stakeholder coordination - including County leaders, user groups, and design-build partners through workshops and open communication - will enable rapid decision-making, build trust, and preserve continuity during any staff transitions. Tools and practices such as real-time cost modeling, transparent change management logs, and Lean methodologies drive cost and schedule certainty, which is essential for a public-sector project with strict accountability requirements. Safety culture, operational phasing to maintain business continuity, and responsive risk management, learned through phased delivery and cross-team planning at CHOC, directly address the logistical and regulatory complexities unique to government headquarters development.</p> <p>Innovative approaches from CHOC - like the deployment of prefabrication for fast, unobtrusive construction and integrated technology platforms (e.g., Bluebeam, Procore, electronic dashboards) - can be tailored for the County’s multi-stakeholder environment, supporting real-time issue tracking and maximizing transparency among diverse County departments and trade partners. Adapting “cluster group” and “Big Room” teaming can accelerate design resolution, reduce waste, and foster a “One Team” culture in San Bernardino. The emphasis on welcoming, healthy, and flexible spaces at CHOC translates to vibrant, daylight-filled workspaces and public-facing amenities at the County HQ, supporting well-being, productivity, and civic pride. Continuous learning, scenario-based risk workshops, and phased permitting strategies, practiced on active healthcare campuses, will help the County navigate regulatory hurdles, manage scope creep, and preserve operational continuity during construction. Ultimately, these integrated lessons ensure the County DPW Headquarters will be resilient, adaptable, efficient, and a lasting asset serving both staff and the broader community—with each risk and opportunity met by practical, user-focused, and innovative solutions.</p>
2.	State of California, Department of General Services, Gregory Bateson Building Renovation Sacramento, California	<p>The Gregory Bateson Building, a landmark in Sacramento, has undergone a transformative retrofit that honors its historic legacy while advancing modern sustainability. Originally designed in 1981 as a pioneer of passive cooling and energy-efficient strategies, the building’s recent renovation was delivered through the progressive design-build method, making it one of the California Department of General Services’ first such projects. The retrofit preserved the iconic facade and atrium, integrating high-performance envelopes, all-electric mechanical systems, and advanced water-to-water heat pumps to meet California’s decarbonization goals. The interior was modernized to support state agency offices and facilities management, with collaborative workspaces, laboratories, and wellness features. Achieving LEED Platinum certification, the building now boasts energy use 18% below baseline, 40% reduced water consumption, and participation in SMUD’s SolarShares program for net zero energy. The Bateson Building stands as a model for merging historic preservation with progressive sustainability in public sector renovations.</p> <p><i>Lessons Learned, Innovations Incorporated, Challenges Faced, and Strategies Used:</i></p> <p>The Gregory Bateson Building Renovation in Sacramento stands as a model for complex public sector projects, demonstrating the value of progressive design-build delivery, robust stakeholder engagement, and transparent communication. The project team successfully balanced historic preservation with modern upgrades, achieving ambitious sustainability goals such as Zero Net Energy and LEED Platinum certification. Key strategies included integrated “Big Room” meetings, cluster work groups, and the “Choosing by Advantage” decision tool, all of which fostered collaboration and adaptability. Rigorous quality assurance, a strong safety culture, and comprehensive owner involvement further ensured construction excellence and operational success.</p> <p>A major technical achievement of the renovation was the transition from steam to an all-electric mechanical system, supporting California’s decarbonization objectives. The team retained significant historic features while introducing collaborative, biophilic, and daylight-filled spaces inspired by California’s landscapes. Upgraded building envelopes, high-efficiency fixtures, and off-site renewable energy contributed to the project’s zero net energy strategy. The result is a modern, high-performance workplace that honors the building’s architectural legacy while meeting the evolving needs of California State Agencies and the Department of General Services.</p>

Part 2 – Reference Project Narrative (Technical Experience)

#	REFERENCE PROJECT NAME AND LOCATION	NARRATIVE, AS DESCRIBED IN THE INSTRUCTIONS IN PARAGRAPH (C) OF THIS FORM
3.	San Bernardino Valley College Student Services Building San Bernardino, California	<p>The 102,000 sf building unifies student services previously scattered across campus into a single hub designed to improve accessibility, collaboration, and overall user experience. Programmed to respond to evolving needs, the facility integrates tutoring, counseling, financial aid, registration, career services, and faculty collaboration areas into flexible, multi-functional spaces. The project is pushing the boundaries of sustainability by pursuing zero net energy, LEED Platinum certification, and Envision Silver certification, a first for community colleges in California.</p> <p>Delivered through a progressive design-build approach, the Student Services Building demonstrates our ability to partner early, integrate planning and design, and deliver high-quality, cost-efficient, and sustainable solutions.</p> <p><i>Lessons Learned, Innovations Incorporated, Challenges Faced, and Strategies Used:</i></p> <p>The San Bernardino Valley College Student Services Building showcases a collaborative, user-focused approach, with early stakeholder engagement and clear guiding principles ensuring the design met the needs of students, faculty, and staff. The team's unified structure from design through construction preserved knowledge and quality, while sustainability remained a priority, targeting LEED v4.1 certification and leveraging local labor and advanced materials. Transparent communication and proactive risk management - such as early material buyouts and phased permitting - helped navigate supply chain and regulatory challenges. When steel prices rose, the team's detailed analysis led to a switch to concrete, saving \$2 million without sacrificing performance. These proven strategies, such as collaboration, flexibility, and transparency, are directly transferable to the San Bernardino County's DPW Headquarters Replacement project, supporting operational efficiency, sustainability, and long-term value.</p>
4.	San Bernardino Valley Communications Center San Bernardino, California	<p>This \$128 M design-build project includes a three-story, 75,000 gsf building and 200 sf communication tower on six acres of vacant land. The facility is mission-critical and must be operational 365/24/7 under extreme conditions as the primary emergency operations center (EOC) and emergency communication center (ECC). The building design provides significant facility enhancements including utility and technological system redundancies to assure continual operations with new landscape, perimeter security fences, photovoltaic panels and parking and storm water retention improvement. The project met the essential services building seismic safety act (ESBSSA) and is on track to achieve LEED Gold certification.</p> <p><i>Lessons Learned, Innovations Incorporated, Challenges Faced, and Strategies Used:</i></p> <p>During the original procurement phase, we were challenged to propose innovative solutions. Our team reimagined the building's structural system by incorporating base isolators—critical for ensuring essential facilities remain operational after a major seismic event. By redesigning the system, we were able to lighten the superstructure, reduce steel usage, and lower costs, while also improving performance.</p> <p>The original design was overly rigid—capable of withstanding a major earthquake, but less effective in responding to the smaller, more frequent events. Our approach introduced flexibility into the structure, allowing the building to perform better under everyday seismic activity while still providing resilience during a major event. The base isolators limit displacement and naturally return the structure to center, creating a safer, more efficient, and more cost-effective solution for the County.</p> <p>As part of our commitment to sustainability, we proposed taking the project to Zero Net Energy (ZNE) by incorporating covered photovoltaic parking. This approach not only generates renewable energy on site but also provides shade and comfort for users. The County embraced this solution because it added measurable long-term value—reducing both operational and maintenance costs—while positioning the facility as a forward-thinking, sustainable community asset.</p>
5.	Metro Division 13 Maintenance Facility Los Angeles, California	<p>The Bus Maintenance & Operations Facility was developed to enhance bus transit services throughout Central Los Angeles. Designed to accommodate a fleet of 200 compressed natural gas (CNG) buses, the facility improved environmentally responsible public transportation for one of the nation's most heavily populated counties. McCarthy served as the general contractor, self-performing all structural and architectural concrete work. The project included the construction of a three-level, cast-in-place concrete parking structure that housed Metro's fleet, with an attached two-story, 21,000 sf transportation building at the northwest corner. The facility was also connected to an existing two-story maintenance building located on the east side of the parking structure. The project was designed and constructed to meet LEED Gold certification standards, incorporating sustainable methods such as maintaining healthy indoor air quality, utilizing local labor and materials, and recycling construction waste throughout the process.</p> <p><i>Lessons Learned, Innovations Incorporated, Challenges Faced, and Strategies Used:</i></p> <p>Lessons from the Metro Division 13 Maintenance Facility project emphasize the importance of operational continuity, sustainable construction, and strategic stakeholder coordination. McCarthy's integrated team approach and self-performed concrete work enabled control over critical elements and innovative urban phasing, allowing construction of a three-level parking structure for 200 CNG buses while maintaining active operations. Achieving LEED Gold certification required recycling, healthy indoor air quality, local sourcing, and careful coordination to minimize disruption. These strategies—robust planning, flexible phasing, and proactive risk management—directly inform the San Bernardino County Headquarters Project, where maintaining fleet operations, integrating new and existing structures, and prioritizing sustainability are key. The Metro Division 13 experience provides a proven blueprint for minimizing disruption, supporting efficiency, and ensuring long-term value through collaborative delivery and transparent cost management.</p>

FORM VOL 2-2.2 – REFERENCE PROJECTS – PROJECT DELIVERY METHOD EXPERIENCE

Instructions:

- (h) Provide details for a minimum of three and a maximum of five comparable projects (or comparable elements of projects) that demonstrate experience and capability fulfilling the evaluation criteria in Section 4.5(b)(i)(B) (*Project delivery method experience*) of the RFQ.
- (i) The Reference Projects listed in this Form Vol 2-2.2 may be the same or different Reference Projects to those listed in Form Vol 2-2.1 to demonstrate technical experience.
- (j) In addition to completion of the relevant details within the form in Part 1, use the table in Part 2 to provide a narrative describing in greater detail each Reference Project listed in Part 1. The narrative description should clearly explain how the Reference Project is comparable and relevant in terms of the criteria set out in Section 4.5(b)(i)(B) (*Project delivery method experience*) of the RFQ and the comparable project elements listed in the form and should identify lessons learned, innovations incorporated, challenges faced and strategies used to address those challenges. Each Proposer is reminded that any determination of comparability between a Reference Project and the Project for evaluation purposes will be made by the County in its sole discretion.
- (k) The Reference Project experience listed should be that of the Proposer, Proposer Member (if applicable) or a Key Subcontractor (experiences from Affiliates of such entities is acceptable if a direct or indirect common parent entity will be a guarantor of that entity and the Proposer clearly explains how such experience is relevant to the criteria in Section 4.5(b)(i)(B) (*Project delivery method experience*) of the RFQ and will be utilized to deliver this Project).
- (l) Proposers are requested to verify that contact information for owners is correct and current, and are advised that if the contact information provided is not correct or current, the County may elect to exclude the experience represented in determining the Proposer's experience and qualifications.

2.2. Submit Form Vol 2-2.2 (Reference Projects (Project Delivery Method Experience)) in accordance with the instructions on Form Vol 2-2.2 (including a supporting narrative for each Reference Project in the table in Part 2 of Form Vol 2-2.2). Form Vol 2-2.2 may be submitted in landscape format.

Part 1 – List of Reference Projects (Project Delivery Method Experience)

#	REFERENCE PROJECT NAME AND LOCATION	OWNER'S NAME AND ADDRESS; CONTACT PERSON'S NAME, PHONE NO. AND EMAIL ADDRESS ⁽¹⁾	PROPOSER OR PROPOSER MEMBER (IF APPLICABLE), KEY SUBCONTRACTOR OR AFFILIATE ⁽²⁾	ROLE OF PROPOSER OR PROPOSER MEMBER (IF APPLICABLE), KEY SUBCONTRACTOR OR AFFILIATE ⁽³⁾	ESTIMATED COST OF WORK (US\$) ⁽⁴⁾	START DATE AND % OF WORKS COMPLETED ⁽⁵⁾	COMPLETION / ESTIMATED DATE OF COMPLETION ⁽⁶⁾	COMPARABLE PROJECT COMPONENTS ⁽⁷⁾
1.	San Bernardino County 323 Public Defenders Office San Bernardino, California	San Bernardino County 385 N Arrowhead, 3rd Floor San Bernardino, CA 92415 Brenton Rankin, <i>Project Manager</i> (909) 771-1168 brenton.rankin@pfm.sbcounty.gov	McCarthy Building Companies, Inc. CannonDesign	General Contractor Architect of Record	\$27.5 M	01/14/2020 100% Complete	02/11/2022	Design-build. Our fully integrated team maximized the advantages of the Design-Build delivery method chosen by the County. From the pursuit phase, McCarthy and CannonDesign partnered to develop solutions more efficiently than would have been possible in traditional silos. We even engaged the County before selection, participating in user group workshops to ensure alignment from the very beginning. By the time we were awarded the project, our "one team" approach was already in place, allowing us to hit the ground running with regular collaboration and open communication. Rather than transitioning from "design" to "build," we operated as a single, unified team throughout—driving innovation, efficiency, and a shared vision of success.
2.	County of Riverside Libraries - Desert Hot Springs, Menifee, French Valley Various Locations - California	Omni West Group 23187 La Cadena Drive, Suite 102 Laguna Hills, CA Kip Dubbs, <i>Managing Director</i> (949) 215-9790 ext242 kdubbs@omniwestgroup.com	McCarthy Building Companies, Inc. CannonDesign	General Contractor Architect of Record	\$32.9 M	03/01/2019 100% Complete	03/25/2019	Design-build. Utilizing a design-build approach to deliver three new library facilities, McCarthy and CannonDesign collaborated with the County to integrate design and construction services under a single contract, streamlining communication, reducing risk, and expediting project delivery. The Public-Private Partnership structure enabled the County to benefit from private sector expertise and innovation, resulting in sustainable, LEED Silver-certified libraries equipped with advanced technology and tailored to community needs, while optimizing cost, schedule, and long-term value.
3.	California State Department of General Services Gregory Bateson Building Renovation Sacramento, California	State of California - Department of General Services 707 Third Street, 4th Floor West Sacramento, CA 95605 Juli Kawahata, <i>Project Director III</i> (916) 201-8489 juli.kawahata@dgs.ca.gov	McCarthy Building Companies, Inc. CannonDesign	General Contractor Architect of Record	\$169 M	08/01/2022 100% Complete	03/19/2025	Progressive design-build. The Gregory Bateson Building Renovation exemplifies McCarthy Cannon's expertise in delivering complex, high-performance government facilities through progressive design-build. As one of California DGS' first progressive design-build projects, this \$169 million, 308,000 sf renovation in downtown Sacramento demonstrates the value of early and sustained collaboration among McCarthy, CannonDesign, and DGS. The team's unified approach enabled the successful modernization of a historic structure while maintaining operations and achieving ambitious sustainability goals, including LEED Platinum certification and full electrification. The project's comprehensive upgrades, spanning building systems, accessibility, and envelope improvements, reflect our team's ability to balance legacy preservation with contemporary functionality. Additionally, the Bateson project prioritized community impact through local hiring and workforce development, and delivered flexible, future-ready workspaces for public employees. These outcomes directly align with the needs of a new County headquarters, evidencing out team's capacity to deliver innovative, sustainable, and community-focused civic environments on time and within budget.

Part 1 – List of Reference Projects (Project Delivery Method Experience)

#	REFERENCE PROJECT NAME AND LOCATION	OWNER'S NAME AND ADDRESS; CONTACT PERSON'S NAME, PHONE NO. AND EMAIL ADDRESS ⁽¹⁾	PROPOSER OR PROPOSER MEMBER (IF APPLICABLE), KEY SUBCONTRACTOR OR AFFILIATE ⁽²⁾	ROLE OF PROPOSER OR PROPOSER MEMBER (IF APPLICABLE), KEY SUBCONTRACTOR OR AFFILIATE ⁽³⁾	ESTIMATED COST OF WORK (US\$) ⁽⁴⁾	START DATE AND % OF WORKS COMPLETED ⁽⁵⁾	COMPLETION / ESTIMATED DATE OF COMPLETION ⁽⁶⁾	COMPARABLE PROJECT COMPONENTS ⁽⁷⁾
4.	San Bernardino Valley College Student Services Building San Bernardino, California	San Bernardino Community College District 114 S Del Rosa Drive San Bernardino, CA 92408 Farrah Farzaneh, <i>Executive Director, Facilities Planning, Sustainability and Construction</i> (310) 633-1090 ffarzaneh@sbccd.com	McCarthy Building Companies, Inc. CannonDesign	General Contractor Architect of Record	\$94 M	04/07/2025 20% Complete	04/18/2027	Progressive design-build. The progressive design-build delivery method not only fosters stronger partnerships but also significantly reduces pursuit costs, offering owners a more predictable path to successful project outcomes. CannonDesign and McCarthy began our prepositioning effort in 2019, meeting with District leaders and creating opportunities to showcase the collective expertise we bring as a unified team. Our integrated approach quickly resonated with the client, who invited us to present our methodology to their Board of Trustees - a pivotal moment that elevated our visibility and established credibility with the District's key decision makers.
5.	Riverside University Health System Master Plan, Behavioral Health Hospital, Emergency Department, and Medical Office Building Moreno Valley, California	Trammell Crow Company 3501 Jamboree Road, Suite 230 Newport Beach, CA 92660 David Nazaryk, <i>Managing Director</i> (714) 473-9606 dnazaryk@trammellcrow.com	McCarthy Building Companies, Inc. CannonDesign	General Contractor Architect of Record	\$289 M	04/30/2023 Currently in preconstruction	01/30/2029	Design-build. The partnership between Trammell Crow, McCarthy, and CannonDesign on one of the nation's largest Public-Private Partnership (P3) healthcare projects actively demonstrating our team's capacity to deliver complex, high-profile civic facilities through innovative delivery models. By collaborating closely with Riverside University Health System (RUHS), the team has established a framework of transparency, shared goals, and stakeholder engagement, key attributes for any new County headquarters. The P3 approach has enabled the integration of design, construction, and operational considerations from project inception, resulting in efficient decision-making, risk mitigation, and value-driven outcomes. This experience directly translates to the requirements of a modern County headquarters, where collaboration, operational flexibility, and community impact are paramount. Our teams proven ability to manage large-scale, multi-partner projects ensures the delivery of sustainable, future-ready environments that serve the evolving needs of public sector clients.

NOTES:

- (1) Enter the owner's name and address, and the telephone number, email address, and name of a contact person that may be contacted as a reference.
- (2) Name the Proposer or relevant Proposer Member (if applicable), Key Subcontractor, or Affiliate that performed work on the Reference Project (the entity or entities listed should fulfil the requirements of instruction (d)).
- (3) Enter a brief summary of the role the Proposer or relevant Proposer Member (if applicable), Key Subcontractor, or Affiliate played and/or the scope of work the Proposer or relevant Proposer Member (if applicable), Key Subcontractor, or Affiliate performed with respect to the listed Reference Project (for example, "cost estimator", "prime contractor", "construction manager", "lead designer", "construction subcontractor responsible for ____").
- (4) Enter the estimated cost of the Proposer's or relevant Proposer Member's (if applicable), Key Subcontractor's, or Affiliate's scope of work on the Reference Project under its contract or subcontract (as applicable) in United States Dollars. This will be different to the estimated cost of the entire Reference Project, unless the Proposer or relevant Proposer Member (if applicable), Key Subcontractor, or Affiliate performed the entire scope of work for the Reference Project under its contract. Identify exchange rates of amounts in other currencies in accordance with the terms of the RFQ.
- (5) Enter the start date of the Proposer's or relevant Proposer Member's (if applicable), Key Subcontractor's, or Affiliate's performance of its scope of work under the Reference Project and the percentage of that scope of work complete as of the SOQ Due Date. If the Reference Project is complete, this will be 100%.
- (6) Enter the date of completion of the Proposer's or relevant Proposer Member's (if applicable), Key Subcontractor's, or Affiliate's performance of its scope of work under the Reference Project or (the estimated date of completion if not yet complete).
- (7) Briefly describe the delivery method used for the Reference Project (for example, progressive DB, CM/GC, P3, CMAR, DB etc.) and the elements of the delivery method that were comparable to the delivery method being utilized for the Project, by reference to Section 4.5(b)(i)(B) (*Project delivery method experience*) of the RFQ. Each Proposer is reminded that any determination of comparability between a Reference Project and the Project for evaluation purposes will be made by the County in its sole discretion.

2.2. Submit Form Vol 2-2.2 (Reference Projects (Project Delivery Method Experience)) in accordance with the instructions on Form Vol 2-2.2 (including a supporting narrative for each Reference Project in the table in Part 2 of Form Vol 2-2.2). Form Vol 2-2.2 may be submitted in landscape format.

Part 2 – Reference Project Narrative (Project Delivery Method Experience)

#	REFERENCE PROJECT NAME AND LOCATION	NARRATIVE, AS DESCRIBED IN THE INSTRUCTIONS IN PARAGRAPH (C) OF THIS FORM
1.	San Bernardino County 323 Public Defenders Office San Bernardino, California	<p>The San Bernardino County 323 Public Defenders Office was successfully delivered by McCarthy CannonDesign using the design-build method, showcasing our ability to execute complex civic facility projects at scale. The project entailed the demolition and replacement of an existing 40,000 sf office building with a new four-story facility, including a partially subterranean two-level parking garage and two-story concrete frame office space. Throughout the project, McCarthy led a collaborative, iterative preconstruction process with County stakeholders—refining design details, aligning program requirements, and transparently modeling costs. The subsequent construction phase was marked by competitive bidding for all major subcontractor packages, resulting in fair market pricing and robust scope negotiation. Our experienced management team facilitated regular milestone reviews, stakeholder workshops, and maintained open channels for communication and issue resolution, fostering agile collaboration and owner-driven decision-making. By adhering to this proven methodology, our team demonstrated our capacity to steward the Public Defenders Office to completion, meeting all requirements for capability and experience under design-build - including iterative design collaboration, progressive cost management, and open-market subcontractor selection.</p> <p><i>Lessons Learned, Innovations Incorporated, Challenges Faced, and Strategies Used to Address those Challenges</i></p> <p>This project was not without its challenges – our solution was a drastic departure from the prescribed renovation, and design started right before the onset of the pandemic. The original RFP called for the renovation of the existing building. However, through creative thinking and innovation, our team proposed delivering a brand-new facility for the same cost—an approach that ultimately won the project. McCarthy CannonDesign took a strategic stance, recognizing that renovation would have led to significantly higher long-term operational costs. Given the use of public dollars, we viewed it as our fiduciary responsibility to recommend the solution that provided the best long-term value for taxpayers.</p> <p>Throughout the process, our “one team” mentality allowed us to adapt and pivot as needed. Our close collaboration with the County ensured that decisions were made in a timely manner, and by working hand-in-hand from the pursuit phase of the project we were able to come to solutions quickly and head off potential issues before they became major problems. The trust built amongst the entire team also facilitated a fairly seamless switch to virtual collaboration and navigating the “new normal” of a pandemic together. In the end, the finished, new building was delivered to the County in the original timeframe which was specified in the RFP documents for the proposed renovation project.</p>
2.	County of Riverside Libraries - Desert Hot Springs, Menifee, French Valley Various Locations - California	<p>The McCarthy CannonDesign Design-Build Team successfully delivered the Riverside County Libraries project using a progressive design-build delivery model, demonstrating our team’s expertise in managing complex civic projects through collaborative partnership. The project included three new libraries, French Valley, Menifee, and Desert Hot Springs, totaling 60,000 sf, each featuring modern amenities and sustainable design, with all facilities achieving at least LEED Silver certification. Through an iterative design development process, McCarthy worked closely with the County of Riverside, providing transparent cost modeling and regular budget updates. This approach enabled the team to address challenges proactively and ensure alignment with the County’s goals. The process culminated in the successful negotiation of a guaranteed maximum price (GMP), providing cost certainty and allowing for early procurement of critical materials. McCarthy also managed the competitive bidding of subcontractors post-contract award, ensuring best value and quality. Despite the challenges of the COVID-19 pandemic, the project was completed on time and within budget, exemplifying our team’s capability to deliver innovative, sustainable public facilities under a progressive design-build model.</p> <p><i>Lessons Learned, Innovations Incorporated, Challenges Faced, and Strategies Used to Address those Challenges</i></p> <p>During procurement, the County advertised the projects as three separate libraries. Our team, under a P3 model, strategically proposed bundling them into a single contract. This approach provided the County with economies of scale, driving efficiencies in both cost and schedule.</p> <p>Our design strategy applied a flexible template framework—streamlining design and construction—while still allowing each building to reflect the unique character and style of its community through tailored materials and subtle design variations. By leveraging this approach, we were able to deliver all three projects more efficiently, ahead of schedule, and within budget.</p> <p>Each project was designed to achieve LEED Silver certification, and two ultimately exceeded that goal by earning LEED Gold—without added cost. Through creative use of tax rebates, we saved the County money and reinvested those funds into a dedicated account that accrued interest. This reinvestment supported additional sustainability measures, further reducing the long-term operational costs of the facilities.</p>

Part 2 – Reference Project Narrative (Project Delivery Method Experience)

#	REFERENCE PROJECT NAME AND LOCATION	NARRATIVE, AS DESCRIBED IN THE INSTRUCTIONS IN PARAGRAPH (C) OF THIS FORM
3.	California State Department of General Services Gregory Bateson Building Renovation Sacramento, California	<p>The Gregory Bateson Building Renovation in Sacramento is one of the first progressive design-build projects for the California Department of General Services, led by McCarthy CannonDesign. Through an iterative, collaborative preconstruction process, our team aligned leadership goals with 14 tenant agencies, turning an 8,000 sf overage into 20,000 sf of surplus space that enhanced functionality and reduced costs. Our team met at three-month intervals, with upwards of 50 people in each workshop, to address issues that would otherwise cause the parties to diverge or become adversarial. We modeled design and cost options with the owner, negotiated a Guaranteed Maximum Price, and competitively bid all major trade packages.</p> <p><i>Lessons Learned, Innovations Incorporated, Challenges Faced, and Strategies Used to Address those Challenges</i></p> <p>This project was one of the first three Progressive Design-Build (PDB) projects authorized by the Department of General Services (DGS) under new legislative authority. Of the three, it was the only one delivered on budget—an achievement made possible by a highly collaborative team culture built on trust and a shared commitment to the owner’s vision.</p> <p>The project’s complexity was heightened by its historic preservation requirements, yet the team worked shoulder-to-shoulder from design development onward to meet all expectations. The result was not only a successful project for the client but also industry recognition, including Engineering News-Record (ENR) 2025 Regional Best Projects competitions – taking home the Northern California Award of Merit in the Renovation/Restoration category and a State Government Leadership Award at this year’s Sustainable Facilities Forum.</p>
4.	San Bernardino Valley College Student Services Building San Bernardino, California	<p>The SBVC SBB project was delivered using the Progressive Design Build (PDB) delivery model with a GMP contract. Similar to the San Bernardino County’s DPW Headquarters Replacement project, this was one of the campus’ first PDB projects, and it was crucial the team achieved the Conditions of Satisfaction while providing the San Bernardino Community College District with a great experience. Of particular importance is the McCarthy CannonDesign Design-Build Team managed 21 separate departments and end-user groups that are based in this building. This experience equips our team with the necessary experience to work with the County efficiently through the programming phase through design.</p> <p>The SBVC project utilized the Big Room system for organized decision making and engagement of all parties. The campus’s facility team regularly attended Cluster Group meetings to monitor technical advancement of the design to ensure all building systems would be familiar, durable, and easy to maintain.</p> <p>This delivery method allows for close integration of design, scope, feasibility, and cost. This allowed for multi-disciplinary analysis and problem-solving at early project design phases when complex and far-reaching decisions could still be made. The project team has access to more complete data and insights that can be used to better analyze energy design alternatives and operating costs, whole-building life-cycle embodied carbon, and resilience to climate crisis and other hazards.</p> <p><i>Lessons Learned, Innovations Incorporated, Challenges Faced, and Strategies Used to Address those Challenges</i></p> <p>During schematic design, the client’s sustainability vision shifted from LEED Gold to LEED Platinum and ultimately to Zero Net Energy (ZNE). This required the team to reassess the design, identify additional requirements and costs, and strategically evaluate materials and systems. Through a push-and-pull process, we worked with the District and College to strike the right balance—achieving LEED Platinum performance while selecting cost-effective materials that maintained the integrity of the design. The Progressive Design-Build delivery model provided the flexibility needed to adapt in real time, ensuring the project aligned with the client’s evolving goals.</p>
5.	Riverside University Health System Master Plan, Behavioral Health Hospital, Emergency Department, and Medical Office Building Moreno Valley, California	<p>Design-build/P3 project with the County of Riverside Health System as the tenant for the expansion of their current facilities at the Community Hospital in Moreno Valley. Project to include a 100-bed, 3-story BHHC mental health facility, 50-bed expansion of their critical care facility and 50 to 60 bay expansion of the current ER to also include the site work associated with the project for approximately 12 acres of site.</p> <p><i>Lessons Learned, Innovations Incorporated, Challenges Faced, and Strategies Used to Address those Challenges</i></p> <p>This large campus expansion encompasses three concurrent projects, making comprehensive master planning essential to success. Determining the optimal location for each building required a holistic re-evaluation of critical campus elements, including helipad placement, parking circulation, and overall traffic flow. The complexity was further heightened by the need to expand an active Emergency Department, necessitating construction activities that do not disrupt ongoing hospital operations. To address these challenges, McCarthy’s team developed detailed phasing strategies that prioritize safety, maintain continuous access to essential services, and minimize disruption to daily campus functions. Early engagement with stakeholders and local agencies, as well as proactive investigation of existing conditions, were integral to identifying and mitigating potential risks before they could impact the schedule.</p> <p>From a procurement and cost management perspective, McCarthy implements forward-thinking strategies such as early procurement of equipment and materials to stay ahead of market volatility and tariffs. The team also evaluates alternative materials that maintain the intended design aesthetic while reducing overall project costs. This disciplined approach to procurement, combined with rigorous value engineering and continuous communication with all project partners, ensures that the campus expansion remains on schedule and within budget, while delivering a resilient, high-performing facility that meets the evolving needs of its users.</p>

2.3. Key Personnel Experience, Capability and Qualifications. Submit a narrative description of the reasons for selecting the Key Personnel for this Project (including any additional Key Personnel positions offered in the Proposer's SOQ that are not required under the terms of the Contract), and how the Key Personnel selected satisfy the minimum requirements for such Key Personnel under the Project Requirements or otherwise under the Contract. The narrative should:

- i. clearly explain how such Key Personnel's experience, capability and qualifications are relevant for this Project and the criteria set out in Section 4.5(b) (i) (Capability and experience) of the RFQ;
- ii. identify if and how such Key Personnel were engaged in the Reference Projects; and
- iii. give examples of how such Key Personnel have contributed to the successful delivery of comparable projects.

KEY

-  Indicates Key Personnel for Phase 1 Work
-  Indicates Key Personnel for Phase 2 Work
-  Indicates Contractor Compliance for Phase 2 Work

COMPARABLE PROJECT COMPONENTS

-  Parking
-  Demo / Active Site
-  Public Works Experience
-  Inland Empire / SBC / Local
-  Constructability / Value Analysis
-  Partnering / Collaboration
-  Cost Trending / Design Intent
-  Progressive Design-Build

KEY PERSONNEL FOR PHASE 1 WORK

McCarthy has hand-selected an A team of seasoned professionals whose proven expertise in similar projects and progressive design-build ensures exceptional project delivery. Each team member brings targeted experience from comparable civic facility projects, guaranteeing an unmatched commitment to quality, collaboration, and successful outcomes.

McCarthy has identified the Key Personal for for Phase 1 and Phase 2 below and on the following pages. In addition, we have identified individuals that will be responsible for Phase 2 per item 15 of the Cost Allocation Matrix "Contractor's compliance with the specifications for the Phase 2 Work in Exhibit 3, Part B (Phase 2 Work Specifications) and the terms of the Contract applicable to Phase 2 Work, except as otherwise specified in this matrix" which is noted as construction costs within said matrix. Therefore, we have noted the individuals noted above as Phase 1 Key Personnel, Phase 2 Key Personnel, and Phase 2 Contractor Compliance. Narrative requirements and resumes can be found below and on the following pages.

Key Personnel



PAUL CLARY
PROJECT EXECUTIVE



- i.** Paul brings more than 15 years of experience in preconstruction and construction leadership, serving as the primary client and stakeholder contact with full authority to allocate company resources. He has demonstrated the ability to lead complex public projects from preconstruction through closeout, ensuring alignment with client goals, budget, and schedule.
- ii.** As Project Executive, Paul, oversaw all project activities for the CHOC Children's Hospital Southwest Tower, leading teams, managing budgets and schedules, and ensuring project delivery, quality, and client satisfaction. He is actively serving as the Project Executive for the RUHS Master Plan, Behavioral Health Hospital, Emergency Department, and Medical Office Building to properly allocate resources and leadership for the project actively in preconstruction.
- iii.** Paul has contributed to the successful delivery of comparable projects by leading teams through all project phases – coordinating estimating, scheduling, value analysis, and design review. For example, on the CHOC Children's Hospital Ambulatory Tower, he ensured effective implementation of quality and safety programs, cost control, and project closeout, resulting in a project that met stringent healthcare standards and client expectations.



ERIC HALVERSON
PROJECT MANAGER



- i.** Eric brings more than 18 years of construction management experience at McCarthy, with a proven record on complex, large-scale public projects. His expertise in preconstruction, design coordination, scheduling, quality, and safety directly addresses the RFQ's capability and experience criteria, particularly for projects requiring proactive, collaborative leadership.
- ii.** As Project Manager, Eric facilitated the transition from preconstruction through construction on the Metro Division 13 Maintenance Facility. He is actively working on the RUHS Master Plan, Behavioral Health Hospital, Emergency Department, and Medical Office Building, serving as the on-site team leader and primary point of interface for the architect and owner.
- iii.** Eric's contributions to successful project delivery include managing the Metro Division 13 Bus Maintenance Facility, where he coordinated with architects, engineers, and stakeholders to align objectives and timelines, ensuring seamless integration of systems and adherence to performance standards. His proactive approach has consistently resulted in projects delivered on time, within budget, and to the highest quality and safety standards.



KEVIN SPRAGUE
SUPERINTENDENT

P1 P2CC



i. With more than 15 years of experience, Kevin Sprague is responsible for onsite coordination, supervision, and execution of all field activities, ensuring safe, efficient, and specification-compliant operations. His leadership in managing complex construction environments and his commitment to quality and safety directly support the RFQ's criteria for capability and experience.

ii. Kevin is actively managing overall field operations on the San Bernardino Valley College Student Services Building, overseeing all aspects of field execution and safety compliance. For the RUHS Master Plan, Behavioral Health Hospital, Emergency Department, and Medical Office Building, he is providing critical logistical and constructability expertise for the preconstruction efforts to ensure smooth construction operations.

iii. Kevin's leadership has been instrumental in delivering projects such as the Loma Linda University Medical Center Campus Transformation, where his focus on safety, quality, and schedule adherence resulted in successful project completion and high client satisfaction.



DANA TAYLOR
DESIGN INTEGRATOR

P1 P2CC



i. Dana has more than 30 years of architectural and project management experience, with a focus on large-scale public and government facilities. His expertise in design integration, document evaluation, and collaboration with preconstruction teams ensures that all project aspects align with client goals, budget, and schedule, meeting the RFQ's capability and experience requirements.

ii. Dana aligned McCarthy's construction documents with design intent on projects such as the Children's Hospital of Orange County Southwest Tower, San Bernardino Community College District Student Services Building, San Bernardino County Public Defender's Office, County of Riverside P3 Libraries Project, and RUHS Master Plan, Behavioral Health Hospital, Emergency Department, and Medical Office Building.

iii. His design integration leadership ensured constructability, coordinated design disciplines, and aligned project goals, enabling the County of Riverside P3 Libraries Project to be delivered on time and on budget despite pandemic challenges. As the liaison between CannonDesign, McCarthy's preconstruction team, and the Owner, his leadership was crucial to manage the design and budget to meet the County objectives.



CRAIG CHERF
PRECONSTRUCTION MANAGER

P1 P2CC



i. As Preconstruction Manager, Craig brings more than 40 years of industry experience and a proven record of providing cost certainty on California's most complex and high-value projects. He leads all preconstruction cost efforts, communicates cost implications, and ensures the project team is aware of the financial impact of every decision, directly addressing the RFQ's criteria for capability and experience.

ii. Craig managed the preconstruction process for the Children's Hospital of Orange County Southwest Tower, Metro Division 13 Maintenance Facility, and is actively driving the preconstruction process for the Riverside University Health System Master Plan, Behavioral Health Hospital, Emergency Department, and Medical Office Building, collaborating closely with design and construction teams to maintain budget alignment.

iii. Craig's ability to accurately manage costs for complex public work projects is demonstrated by his leadership in preconstruction for major projects, where he provided timely cost feedback, maintained budget neutrality, and ensured that design decisions supported both functional and financial goals.



MELYNDA NEWMAN
SAFETY MANAGER

P1 P2CC



i. Melynda's leadership on UCR School of Business and San Bernardino Valley College projects demonstrates her ability to manage complex campus safety requirements, directly applicable to this project's needs.

ii. At San Bernardino Valley College, she implements safety protocols, conducts training, monitors compliance, and proactively addresses hazards.

iii. Her leadership has reduced incidents and fostered a strong safety culture, ensuring successful delivery of comparable projects.



BRANDON DEKKER
PRINCIPAL-IN-CHARGE

P1 P2CC



i. Brandon is recognized for building strong client partnerships and delivering cost-effective solutions through Progressive Design-Build delivery. His leadership roles with the Design-Build Institute of America and advocacy for Senate Bill 706 underscore his expertise in collaborative project delivery. Brandon’s experience on major public projects ensures he can effectively translate between designers and build partners, safeguarding design intent and delivering long-term value.

ii. His leadership focuses on strategic oversight, aligning client goals while driving quality, accountability and innovative solutions, evidenced across the following projects: San Bernardino Community College District, Instructional Student Services Building; San Bernardino Valley Communications Center; San Bernardino County, Public Defender’s Office; County of Riverside, Libraries, Desert Hot Springs, Menifee, French Valley; Riverside University Health System Master Plan, Behavioral Health Hospital, Emergency Department, and Medical Office Building.

iii. Brandon provided critical guidance on progressive delivery methods to optimize design and construction integration and enhance project efficiency on the Veterans Home of California-Yountville, Skilled Nursing and Memory Care Facility and the Moreno Valley College Library Learning Resource Center and West Valley College Physical Education and Wellness Center.



KEVIN NYHOFF
DESIGN PRINCIPAL

P1 P2CC



i. Kevin is a design leader known for delivering sustainable, award-winning projects that meet complex programmatic needs. He excels at translating operational requirements and stakeholder priorities into adaptable, efficient solutions that support the County’s goals for flexibility, sustainability, and long-term value. His collaborative leadership and expertise with advanced 3D modeling and visualization tools enable clear communication, consensus building, and informed decision-making.

ii. As a visionary design leader, Kevin perfectly balanced functionality, sustainability and user experience on San Bernardino Community College District, Instructional Student Services Building; Riverside University Health System Master Plan, Behavioral Health Hospital, Emergency Department, and Medical Office Building.

iii. Kevin designed the Hollywood Burbank Airport to be resilient, user-focused, and future-ready by integrating flexible planning, sustainable systems, and innovative design strategies that enhance the passenger experience, while preparing the facility for evolving industry needs.



JOHN SON
PROJECT DESIGNER

P1 P2CC



i. John is a talented designer with experience spanning intimate spaces to large campus master plans, making him well-suited for this project. His combination of creativity and practical problem-solving ensures lasting value while addressing current and future needs. Skilled in digital rendering and hand-sketch illustration, he communicates design ideas clearly, supporting stakeholder understanding and confident decision-making.

ii. While not involved with the referenced projects, John played a key role in the design and delivery of many projects in his 24-year career, collaborating closely with project teams to ensure design intent, technical quality, and client objectives were achieved. His involvement spans concept development, stakeholder engagement, and coordination with consultants throughout the project lifecycle.

iii. He developed the exterior design to be consistent with an established historic campus, and created safe and accessible outdoor amenity spaces for the residents and staff, on a complex hillside site at Veterans Home of California-Yountville, Skilled Nursing and Memory Care Facility.



EMILY WRIGHT
INTERIOR DESIGNER

P1 P2CC



i. Emily creates environments that elevate the user experience while balancing aesthetics, functionality, and long-term performance. Her expertise in healthy materials and sustainable design brings a wellness-focused perspective aligned with the County’s sustainability goals. Her approach ensures our interiors strategy supports productivity, collaboration, and well-being while integrating seamlessly with overall project goals to make the new headquarters both functional and inspiring.

ii. While not involved with the referenced projects, Emily has been a key asset in interior design leadership, collaborating with multidisciplinary teams, and engaging stakeholders to ensure project goals were met. Her involvement included material selection, space planning, and integrating sustainable strategies throughout the design process.

iii. At West Valley College Physical Education and Wellness Center, Emily guided the interior design to reflect school pride and foster community connections, focusing on wellness. She also enhanced the student experience by integrating functionality and aesthetics with thoughtful planning and materials selection, and most important, effective collaboration with the team.



BARRETT NEWELL
LIGHTING DESIGNER

P1 P2CC



- i. Barrett leverages lighting to shape user experience, bringing technical expertise and a holistic perspective. For the County's DPW Headquarters, her human-centered strategies will enhance the workplace, support sustainability, and create a high-performing, memorable facility.
- ii. She shaped the patient and family experience at CHOC, Southwest Tower, integrating human-centered lighting that supports healing, comfort, and staff efficiency while aligning seamlessly with the design vision.
- iii. She enhanced the Bobst Library Renovation with similar strategies, balancing technical precision with a holistic approach.



ERIC COREY FREED
SUSTAINABILITY LEAD

P1 P2CC



- i. Eric is a nationally recognized sustainability design leader, specializing in net zero energy, resiliency, health and wellness, and high-performance strategies. As CannonDesign's sustainability lead, he applies green building expertise to support the County's goals for efficiency, durability, and long-term stewardship.
- ii. Eric successfully integrated sustainable strategies and performance analysis to align client goals with measurable outcomes at Children's Hospital of Orange County, Southwest Tower; Gregory Bateson Building Renovation; San Bernardino Community College District Instructional Student Services Building; and San Bernardino Valley Communications Center.
- iii. His ability to deliver innovative, sustainable, high-value solutions is evidenced on the Bluesail Shanghai HQ Camps and The Resnick Sustainability Center at Caltech where collaborative design and tailored strategies addressed project goals and long-term community needs.



JENNIFER BERMUDEZ
DESIGN PROJECT MANAGER

P1 P2CC



- i. Jennifer specializes in innovative, cost-efficient solutions and navigating challenging design and planning scenarios. Her expertise in leading renovations and phased construction in active environments ensures minimal disruption to operations while delivering functional, high-quality, and visually engaging spaces.
- ii. She mastered coordinating the design process, aligning client goals, managing communication across stakeholders and overseeing schedule/budget to ensure smooth delivery on Riverside University Health System Master Plan, Behavioral Health Hospital, Emergency Department, and Medical Office Building.
- iii. On the Moreno Valley College Library Learning Resource Center, Jennifer coordinated with consultants and put forward a fee that was in line with the clients budget.



CHRIS McCAMPBELL
EXPERIENTIAL GRAPHIC DESIGNER

P1 P2CC



- i. Chris's expertise in visual communication ensures graphics and signage for the DPW Headquarters integrate seamlessly with architecture, creating a functional, cohesive, and accessible experience.
- ii. His graphics and wayfinding created welcoming, intuitive, and uplifting experiences at CHOC, Southwest Tower; Gregory Bateson Building Renovation; San Bernardino Community College District Instructional Student Services Building; and San Bernardino Valley Communications Center.
- iii. The San Bernardino County, New Rosena Ranch Fire Station is a striking example of Chris's ability to leverage wayfinding to improve facility navigation and functionality.

CASE STUDY



ACHIEVING SUCCESS. TOGETHER.

McCarthy | CannonDesign have formed a highly integrated partnership to deliver the Riverside University Health System (RUHS) Master Plan, which includes the Behavioral Health Hospital, Emergency Department, and Medical Office Building. This collaboration is defined by a unified preconstruction process, open communication, and a project-first mindset, leveraging combined expertise in healthcare design and construction to align with the client's goals.

Utilizing Lean principles and collaborative tools such as pull planning and continuous cost modeling, our team proactively manages budget and schedule risks while providing RUHS with real-time feedback. This integrated approach ensures the project scope remains aligned with financial and operational objectives and sets a strong foundation for project success.

This case study exemplifies how McCarthy | CannonDesign's integrated approach to preconstruction – grounded in trust, transparency, and shared expertise – enables them to achieve the client's goals and set a strong foundation for project success.



- 2.4.** Key Personnel resumes: Submit separate resumes (no more than 2 pages each – any pages in excess of this limit will not be considered as part of the County’s evaluation) for each Key Personnel required to perform the Phase 1 Work (excluding the Safety Lead but including resumes for any additional Key Personnel positions offered in the Proposer’s SOQ that are not required under the terms of the Contract), including no less than two references for each Key Personnel required to perform the Phase 1 Work (including for any additional Key Personnel positions offered in the Proposer’s SOQ that are not required under the terms of the Contract). At least one reference for each Key Personnel must be from a project owner, including governmental entities, and all references must include the name, position, company or agency, current postal and e-mail addresses, and telephone numbers. Proposers are requested to verify that contact information is correct and are advised that if the contact information provided is not current, the County may elect to exclude the experience represented in determining the Key Personnel’s experience and qualifications.

KEY PERSONNEL RESUMES

Please see the following pages for the McCarthy | CannonDesign Design-Build Team’s resumes.



PAUL CLARY

Project Executive

Paul serves as the management liaison between San Bernardino County and the Design-Build Team. His primary goal is 100 percent client satisfaction. Paul provides San Bernardino County with the highest level of senior management attention, ensures all necessary resources are available to meet project demands, and exercises effective management and strict control of the budget, schedule and quality. He provides ultimate decision-making authority regarding any areas of concern such as cost, resource allocation, quality, schedule or safety.

Key Personnel for Phase 1 Work & Contractor Compliance for Phase 2 Work

CAREER SUMMARY

15 Years of Experience
15 Years with McCarthy

EDUCATION

BS, Construction Management
University of Washington

LICENSES AND CERTIFICATIONS

» First-Aid / CPR

Relevant Project Experience

CHILDREN'S HOSPITAL OF ORANGE COUNTY (CHOC) SOUTHWEST TOWER

Orange, California | \$251.3 M | 330,000 sf | Healthcare Campus

This nine-story, 330,000 sf outpatient clinic, delivered by the McCarthy | CannonDesign Team, features specialty and mental health clinics, an ambulatory surgery center, advanced diagnostic imaging, outpatient infusion, a retail pharmacy, and research wet lab space. With a dedicated Research Institute and comprehensive amenities, the project showcases the team's ability to deliver complex, multi-functional civic facilities - demonstrating the integrated planning and operational flexibility essential for today's public sector environments.

Reference Information:

Ramsey Nasser, Program Manager | (814) 441-5422 | ramsey.nasser@jacobs.com
Jacobs | 2600 Michelson Drive, Suite 500 Irvine, CA 92612

HOAG HOSPITAL IRVINE EXPANSION

Irvine, California | \$460 M | 460,000 sf | Healthcare Campus

This project encompasses six new buildings, including inpatient and outpatient facilities, a logistics building, and significant central plant upgrades to support campus-wide operations. With over 460,000 sf of new construction and complex infrastructure integration, this project demonstrates his expertise in delivering large, multi-functional civic environments - skills essential for the planning, flexibility, and operational efficiency required in a modern county headquarters.

Reference Information:

Randy Regier, Sr. Vice President | (949) 922-2197 | randy.regier@hoag.org
Hoag Memorial Hospital | 16200 Sand Canyon Ave. Irvine, CA 92618

RIVERSIDE UNIVERSITY HEALTH SYSTEM MASTER PLAN, BEHAVIORAL HEALTH HOSPITAL, EMERGENCY DEPARTMENT, AND MEDICAL OFFICE BUILDING

Moreno Valley, California | \$289 M | 219,000 sf | Healthcare Campus

Significant expansion with scope including a new three-story, 100-bed Behavioral Health Treatment Center, a 50-bed critical care addition, and a 50- to 60-bay expansion of the emergency department, along with site improvements across approximately 12 acres. This breadth of work highlights the team's proven capability in delivering complex, large-scale civic facilities that serve diverse community needs.

Reference Information:

David Nazaryk, Managing Director | (714) 473-9603 | dnazaryk@trammellcrow.com
Trammell Crow Company | 3501 Jamboree Road, Suite 230 Newport Beach, CA 92660



CHOC CHILDREN'S HOSPITAL SOUTHWEST TOWER



HOAG HOSPITAL IRVINE EXPANSION



RUHS BEHAVIORAL HEALTH TREATMENT CENTER, ER, AND CRITICAL CARE - PHASE 1

LEARN MORE ABOUT PAUL

COORDINATION THROUGH COLLABORATION

As a Project Executive at McCarthy, Paul Clary sets himself apart through his approachable leadership style and passion for creating cohesive teams that push for innovative solutions. He is known for rolling his sleeves up on site, building relationships across the project, and making even the most complex projects feel manageable.

These traits were exemplified clearly through Paul's leadership on the CHOC Southwest Tower Project. The design and construction of this massive nine story outpatient clinic required the needs of several healthcare departments, end-users, and stakeholders all balanced against the project schedule and budget goals. In addition, all of this work would need to be completed in a dense, highly active healthcare environment, where the health of every patient could be put at risk with a mistake or incorrect move.

Within this complex environment, Paul's natural skills of communication and collaboration were critical, with the McCarthy team being able to address unique logistical challenges throughout construction. The project managed heavy daily traffic by creating a detailed logistics plan, issuing weekly construction activity notices, and maintaining an updated parking stall counter to show constant availability for patients and construction staff. Paul and the team closely coordinated with CHOC's security and traffic management teams to make sure effective communication was constantly issued to address any arising issues.

In addition, the team conducted overnight formwork beam movements and concrete pours to minimize construction impact on facility users. With the parking structure and tower project sharing a laydown area, meticulous planning and communication from Paul was crucial, with the team utilizing 5S principles to maintain a clean, organized, and safe site at all times.

Through Paul's leadership as Project Executive, McCarthy's experience working in a challenging site became an example of success for the project, creating a positive and impactful experience for CHOC's patients, staff, and all parties involved.

McCARTHY 5S PROGRAM



There's nothing more exciting than seeing a great project come to life, especially when it serves the community in such an impactful way. I look forward to delivering value and an easy construction experience to San Bernardino County and the citizens you serve.

EXPERIENCED WITH



COLLABORATIVE DELIVERY MODELS



CIVIC PROJECTS



WORKING ALONGSIDE CANNONDESIGN



PROJECTS COMPLETED OVER \$50 M



ERIC HALVERSON

Project Manager

Eric functions as McCarthy's on-site team leader and is responsible for the management of all project activities with direct report to San Bernardino County. He is onsite full-time and is the primary point of interface for the architect and the owner throughout construction and project close-out. He oversees effective management of our field staff and ensures timely and high-quality work by all contractors involved. Eric 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.

Key Personnel - Phase 1 and 2

CAREER SUMMARY

18 Years of Experience
18 Years with McCarthy

EDUCATION

BS, Civil Engineering
University of Wisconsin, Madison

LICENSES AND CERTIFICATIONS

» LEED AP BD+C

Relevant Project Experience

METRO DIVISION 13 BUS MAINTENANCE FACILITY

Los Angeles, California | \$93 M | 217,074 sf | Public Works Facility

This 217,074 sf project included a three-level cast-in-place concrete parking structure, maintenance and transportation buildings, and site improvements to accommodate 200 CNG buses. Delivered by McCarthy and achieving LEED Gold certification, the facility prioritized operational continuity, sustainable construction, and seamless integration with existing infrastructure. These project elements underscore McCarthy's expertise in maintaining operations, ensuring flexibility, and coordinating stakeholders.

Reference Information:

Tim Lindholm, Deputy Executive Officer, PM | (213) 922-6000 | lindholmt@metro.net
Los Angeles County Metropolitan Transit Authority | One Gateway Plaza Los Angeles, CA 90012

RIVERSIDE UNIVERSITY HEALTH SYSTEM MASTER PLAN, BEHAVIORAL HEALTH HOSPITAL, EMERGENCY DEPARTMENT, AND MEDICAL OFFICE BUILDING

Moreno Valley, California | \$289 M | 219,000 sf | Healthcare Campus

Significant expansion with scope including a new three-story, 100-bed Behavioral Health Treatment Center, a 50-bed critical care addition, and a 50- to 60-bay expansion of the emergency department, along with site improvements across approximately 12 acres. This breadth of work highlights the team's proven capability in delivering complex, large-scale civic facilities that serve diverse community needs.

Reference Information:

David Nazaryk, Managing Director | (714) 473-9603 | dnazaryk@trammellcrow.com
Trammell Crow Company | 3501 Jamboree Road, Suite 230 Newport Beach, CA 92660

BOB HOPE AIRPORT REGIONAL INTERMODAL TRANSIT CENTER

Los Angeles, California | \$80.9 M | 507,766 sf | Public Works Facility

New 507,766 sf, three-level, design-build parking structure serving as a rental car and public transportation hub. The facility includes rental maintenance areas, check-in/check-out, company offices, and extensive off-site improvements such as new traffic signals and utility infrastructure. This project highlights McCarthy's expertise in delivering large, multi-use civic facilities with integrated site and operational planning.

Reference Information:

Karen Sepulveda, Project Manager | (818) 381-3344 | ksepulveda@bur.org
Burbank Glendale Pasadena Airport Authority - Bob Hope Airport
2627 N Hollywood Way Burbank, CA 91505



METRO DIVISION 13 BUS MAINTENANCE FACILITY



RUHS BEHAVIORAL HEALTH TREATMENT CENTER, ER, AND CRITICAL CARE - PHASE 1



BOB HOPE AIRPORT REGIONAL INTERMODAL TRANSIT CENTER

LEARN MORE ABOUT ERIC



CELEBRATING LEGACY THROUGH DESIGN

Drawing on a passion for history, Project Manager Eric Halverson sees the Headquarters project through a wider lens, reflecting on the legacy of the facility and its impact on the San Bernardino Community.

“The historic artifacts and construction equipment displayed in the parking lot at the existing site immediately captured my attention,” Halverson said upon visiting the site this summer. “I feel like, by thoughtfully incorporating these artifacts and equipment into the new Headquarters facility, we can make the building itself a living exhibition, honoring the County’s evolution and enduring spirit of public service.”

With this focus, Eric has begun working with our design partners at CannonDesign to create a facility that transcends mere functionality, serving as a “north star” for San Bernardino County’s story throughout the last century.

Each artifact, marked by years of dedicated use, will be highlighted to provide a tangible link to the community’s past, while displaying San Bernardino’s ongoing progress. This not only preserves these items, but helps transform simple, everyday objects into powerful anchors of memory and identity. Eric and the team plan for both visitors and staff to be invited to engage with these historic elements, fostering a deeper appreciation for the County’s heritage.

With a passion for tackling complex projects, Eric carries a diverse resume, having led projects ranging from public facilities to major healthcare projects and cogeneration plants. Instrumental in guiding the team toward solutions in critical situations, Eric provides value and efficiency at every stage of the project.



Architecture and construction serve as a bridge between the past and present, and I’m excited to build a facility that celebrates the heritage, continuity, and vital role this site will continue to play in the life of the community for decades to come.

EXPERIENCED WITH



COLLABORATIVE DELIVERY MODELS



CIVIC PROJECTS



WORKING ALONGSIDE CANNONDESIGN



PROJECTS COMPLETED OVER \$50 M



KEVIN SPRAGUE

Superintendent

Kevin 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 continually. He attends quality control pre-installation meetings for all subcontractors and is directly responsible for safety of all field personnel.

Key Personnel for Phase 1 Work & Contractor Compliance for Phase 2 Work

CAREER SUMMARY

16 Years of Experience
6 Years with McCarthy

EDUCATION

General Secondary School

LICENSES AND CERTIFICATIONS

- » OSHA 30-Hour
- » First-Aid / CPR

Relevant Project Experience

LOMA LINDA UNIVERSITY MEDICAL CENTER CAMPUS TRANSFORMATION

Loma Linda, California | \$892.6 M | 765,000 sf | Healthcare Campus

Campus transformation project consisting of a new adult and children's tower constructed over a shared podium. The 600,000 sf adult program includes 336 acute care beds, while the children's program represents approximately 165,000 sf and includes 96 acute care beds. The shared podium includes emergency, diagnostic and treatment, perioperative, administrative, lobby, food service, and dining programs.

Reference Information:

Eric Schilt, Vice President | (909) 558-4000 | eschilt@llu.edu
Loma Linda University Medical Center | 11155 Mountain View Ave. Suite 101 Loma Linda, CA 92354

RIVERSIDE UNIVERSITY HEALTH SYSTEM MASTER PLAN, BEHAVIORAL HEALTH HOSPITAL, EMERGENCY DEPARTMENT, AND MEDICAL OFFICE BUILDING

Moreno Valley, California | \$289 M | 219,000 sf | Healthcare Campus

Significant expansion with scope including a new three-story, 100-bed Behavioral Health Treatment Center, a 50-bed critical care addition, and a 50- to 60-bay expansion of the emergency department, along with site improvements across approximately 12 acres. This breadth of work highlights the team's proven capability in delivering complex, large-scale civic facilities that serve diverse community needs.

Reference Information:

David Nazaryk, Managing Director | (714) 473-9603 | dnazaryk@trammellcrow.com
Trammell Crow Company | 3501 Jamboree Road, Suite 230 Newport Beach, CA 92660

SAN BERNARDINO VALLEY COLLEGE STUDENT SERVICES BUILDING

San Bernardino, California | \$94 M | 105,000 sf | Higher Education Campus

This 105,000 sf, design-build student services hub centralizes essential support functions, such as financial aid, registration, counseling, and career services, within a net-zero-ready facility. An additional 64,334 sf is dedicated to learning resources, collaboration, and professional development. The project's focus on integrating diverse user needs, operational efficiency, and sustainable, flexible space planning closely parallels the objectives and functional requirements of San Bernardino County's new headquarters building.

Reference Information:

Farah Farzaneh, Executive Director | (310) 633-1090 | ffarzaneh@sbccd.com
San Bernardino Valley College | 114 S Del Rosa Drive San Bernardino, CA 92408



SAN BERNARDINO COUNTY 303 BUILDING REMODEL



RUHS BEHAVIORAL HEALTH TREATMENT CENTER, ER, AND CRITICAL CARE - PHASE 1



SAN BERNARDINO VALLEY COLLEGE STUDENT SUPPORT SERVICES BUILDING

LEARN MORE ABOUT KEVIN

CREATING OPPORTUNITY FOR LOCAL WORKFORCE

As a resident of San Bernardino County, Kevin's passion for the local workforce community is seen in his commitment to creating meaningful opportunities for his friends and neighbors to grow and thrive within the construction industry.

On past projects, including the San Bernardino County 303 Building Remodel and San Bernardino Valley College Student Services Building, Kevin worked alongside the team to implement targeted strategies to enhance local workforce participation. These efforts included hosting job fairs to recruit local residents, partnering with local unions and trade schools to provide ongoing training and apprenticeships, and helping ensure local workers were retained and advanced from project to project.

By investing in continuous education and skill development, while fostering a diverse and inclusive environment, Kevin has played a critical role in San Bernardino County's skilled labor force, empowering individuals and helping strengthen his community as a whole.

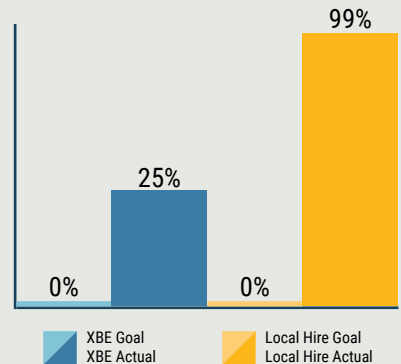
PROJECT-SPECIFIC WORKFORCE OPPORTUNITIES

For every project, McCarthy establishes a Project Specific Inclusion Plan (PSIP) that outlines clear participation goals for local and underrepresented workers, as well as small and diverse business enterprises. These plans include compliance tracking, regular reporting, and accountability measures for trade partners to ensure workforce goals are met or exceeded. Additionally, McCarthy's field leadership provides training and mentorship to local hires, fostering long-term career growth and retention within the community.

By leveraging these strategies, our team not only meets project requirements but also delivers lasting economic and social benefits to the communities in which we build.



ACHIEVING XBE AND LOCAL HIRE GOALS



As a proud resident of San Bernardino County, I'm excited for the opportunity to work on this project and empower the community, creating opportunities that foster economic development, inspire future generations, and strengthen the fabric of our region.

PROJECT-SPECIFIC INCLUSION PLAN (PSIP) EXAMPLE

The graphic to the right represents a Project-Specific Inclusion Plan, which is a tailored strategy developed to ensure equitable participation, opportunities, and representation of diverse businesses and workforce members throughout the lifecycle of a project.

SHARP ACCEPTABLE CERTIFICATIONS

In order to maximize inclusivity efforts, Sharp will accept the following certifications from all certifying agencies:

<p>CERTIFICATES</p> <ul style="list-style-type: none"> Local Business Enterprise Small Business, SBE SBE (Minority) and SB Public Works, Local Small Business (LSBE) Emerging Business, (ELBE) Local Businesses (LBE) Disabled Veterans, DVBE Minority Business (MBE) Disadvantage Business (DBE) Women-Owned Business (WBE) Other "Certified" Business Enterprises which are not specifically identified on the above list 	<p>CERTIFYING AGENCIES</p> <ul style="list-style-type: none"> California Department of General Services Veteran Certification Agencies DVBE from the Department of Consumer and Business Affairs (OCBA) California Unified Certification Program (CUCP) California Public Utilities Commission (CPUC) CalTrans SBE 8(a) Program SMB/SDBV Small Business Administration City and County Agencies Port, Harbor, Airport, and Metro Agencies LG&T Organizations Department of Water and Power National Minority Supplier Development Council Net Connect Women's Certification Agencies Minority Certification Agencies
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 ORGANIZATION PARTNERSHIPS - MITC - SANADG - U.S. Vets - National Association of Minority Contractors - American Contract Compliance Association - Associated General Contractors - C&C Mentor Protégé Program - San Diego Unified School District | **PROJECT MESSAGING** Overall messaging for the subcontractors, general firms, and local community **TIMELINE** - Design: September 2020 - January 2021 - Construction: February 2021 - xxx date **CONTACT INFORMATION** - Project Executive** Allen Lynn allyn@mcCarthy.com - Design Management Leader** Renee Barnes rbarnes@mcCarthy.com - Preconstruction Leader** Chris Gordon cgordon@mcCarthy.com - Outreach Leader** Anastasia Corral acorral@mcCarthy.com - Owner Contact** Matthew Redburn e-mail@email.com | **RESOURCES** Utilize the wide range of resources available to identify and track certified firms. Please contact Anthony Corral for access. **TIMELINE** - Building Connected - Outreach Events - B.G. Now | **PROJECT GOALS** Project Value: \$50 Million Available Subcontracting Opportunities Value: \$30.5 Million XBE Goals: \$ Goal is based upon available subcontracting opportunities. Does not include Parking Structure, Construction GCs, Fee, Contingency, Preconstruction Services, Design Services, CDI, self perform concrete || **SCOPE PACKAGES** Below is a list of potential packages to maximize diverse participation | | | | |---|--|---| | <ul style="list-style-type: none"> Demolition Structural Steel Miscellaneous Metals Metal Deck Stairs Rough Carpentry - Miscellaneous Finish Carpentry - Interior Demolishing and Waterproofing Joint Sealants Insulation and Flashing Roofing Sheet Metal and Flashing Freightlifting Doors, Frames and Hardware Glass and Glazing Metal Studs and Drywall | <ul style="list-style-type: none"> Tile Acoustical Ceilings Carpet and Resilient Flooring Terrazzo Flooring Special Flooring Painting and Walkovering Signage Toilet Partitions and Accessories Wall and Door Protection Folding Partitions Fire Extinguishers & Cabinets Lockers Medical Equipment Window Washing Equipment | <ul style="list-style-type: none"> Window Treatments Elevators/Escalators Fire Protection Plumbing HVAC Miscellaneous packages Electrical Earthwork Miscellaneous Site Improvements Asphalt Paving Site Concrete Landscaping and Irrigation Site Utilities Final Clean SWPPP | |---|--|---| | **OTHER ACHIEVEMENTS** - Potential Community or Hard Hat Event | **SUBCONTRACTOR OBLIGATIONS** - Contractual requirement for MEP and skin trades - Potential mentorship programs - 25% L25 minimum participation from all subcontractors - Establish goals in front ends | **SUBCONTRACTOR SUBTIERS** - Tracking - Materials / Supplies - Excavation / Backfilling - Drilling - Formwork / Scaffolding - Cranes / lifts - Equipment Rental - Miscellaneous installation - Staff Augmentation - Metal - Electrical Material - Traffic Control - Washhouse Storage | **PROPOSED EVENTS** - Date - Client Subcontractor Outreach Event - November 2, 2020 - Trade Partner Training |

INNOVATION & EDUCATION CENTER DIVERSITY PLAN | October 2020

McCarthy | CannonDesign

// Page Limit Not Applicable //



DANA TAYLOR

Design Integrator

Dana is responsible for coordination of the design phase activities for the project. He is involved in setting the plan for programming and stakeholder collaboration, design reviews and value analysis, and identifying the documents needed for each milestone estimate leading to the final GMP. Dana will work closely with the design team, McCarthy staff and early engaged subcontractors to ensure continuous coordination of the design schedule and deliverables during the preconstruction and construction phases.

Key Personnel for Phase 1 Work & Contractor Compliance for Phase 2 Work

CAREER SUMMARY

36 Years of Experience
6 Years with McCarthy

EDUCATION

BArch, Architecture
University of Oklahoma

LICENSES AND CERTIFICATIONS

- » LEED AP
- » DBIA AP
- » Licensed CA Architect: C18483

Relevant Project Experience

SAN BERNARDINO COUNTY 323 PUBLIC DEFENDER'S OFFICE

San Bernardino, California | \$27.5 M | 37,000 sf | Public Works Facility

Demolition and replacement of an existing 40,000 sf office building with the construction of a new four-story office building for the San Bernardino County Public Defenders. Construction includes a partially subterranean two-level, 100-stall parking garage and two-story concrete frame for 37,000 sf of office space. The exterior enclosure consists of EIFS, metal panel and glazing.

Reference Information:

Brenton Rankin, *Project Manager* | (909) 771-1168 | brenton.rankin@res.sbcounty.gov
San Bernardino County | 385 N Arrowhead, 3rd Floor San Bernardino, CA 92415

RIVERSIDE UNIVERSITY HEALTH SYSTEM MASTER PLAN, BEHAVIORAL HEALTH HOSPITAL, EMERGENCY DEPARTMENT, AND MEDICAL OFFICE BUILDING

Moreno Valley, California | \$289 M | 219,000 sf | Healthcare Campus

Significant expansion with scope including a new three-story, 100-bed Behavioral Health Treatment Center, a 50-bed critical care addition, and a 50- to 60-bay expansion of the emergency department, along with site improvements across approximately 12 acres. This breadth of work highlights the team's proven capability in delivering complex, large-scale civic facilities that serve diverse community needs.

Reference Information:

David Nazaryk, *Managing Director* | (714) 473-9603 | dnazaryk@trammellcrow.com
Trammell Crow Company | 3501 Jamboree Road, Suite 230 Newport Beach, CA 92660

SAN BERNARDINO VALLEY COLLEGE STUDENT SERVICES BUILDING

San Bernardino, California | \$94 M | 105,000 sf | Higher Education Campus

This 105,000 sf, design-build student services hub centralizes essential support functions, such as financial aid, registration, counseling, and career services, within a net-zero-ready facility. An additional 64,334 sf is dedicated to learning resources, collaboration, and professional development. The project's focus on integrating diverse user needs, operational efficiency, and sustainable, flexible space planning closely parallels the objectives and functional requirements of San Bernardino County's new headquarters building.

Reference Information:

Farah Farzaneh, *Executive Director* | (310) 633-1090 | ffarzaneh@sbccd.com
San Bernardino Valley College | 114 S Del Rosa Drive San Bernardino, CA 92408



SAN BERNARDINO COUNTY 323
PUBLIC DEFENDER'S OFFICE



RUHS BEHAVIORAL HEALTH TREATMENT
CENTER, ER, AND CRITICAL CARE - PHASE 1



SAN BERNARDINO VALLEY COLLEGE
STUDENT SUPPORT SERVICES BUILDING

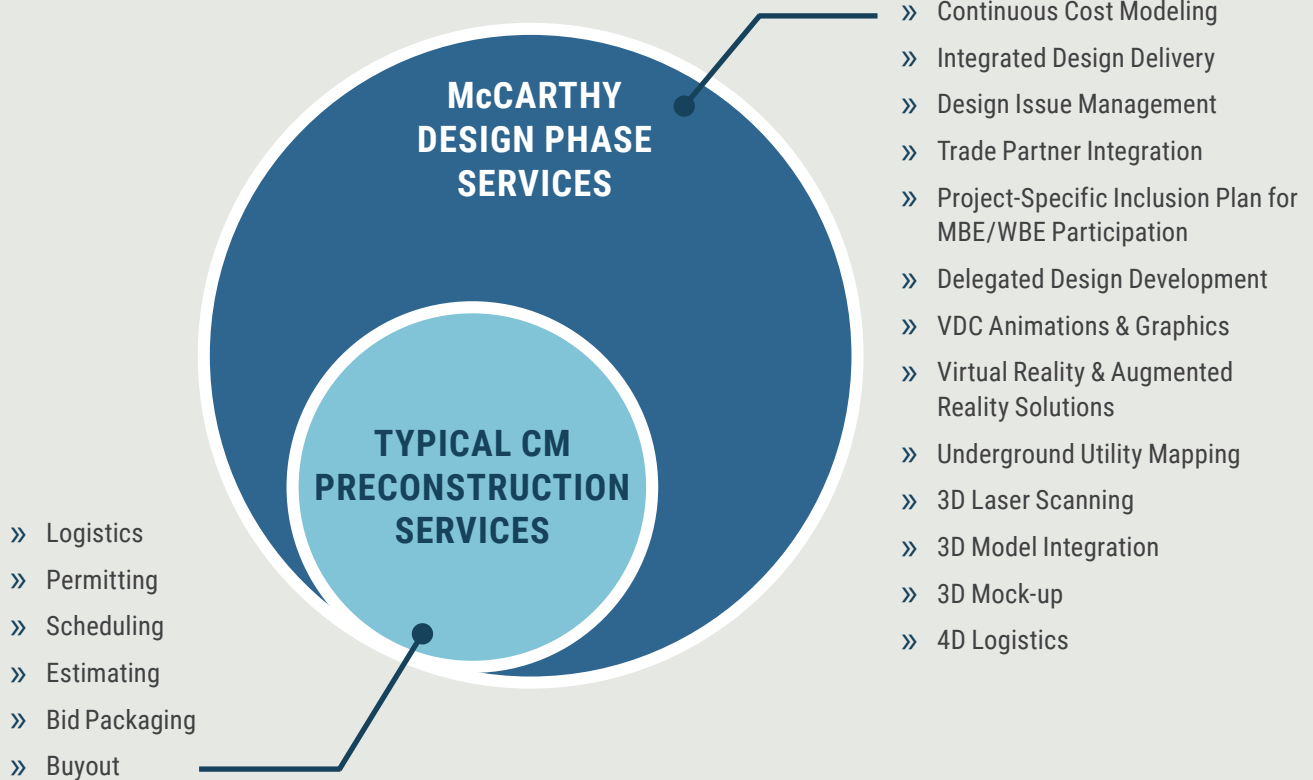
LEARN MORE ABOUT DANA

DESIGN INTEGRATION: ENHANCING PROJECT OUTCOMES

McCarthy's Design Integrator role is a distinguishing aspect of our project delivery process, bringing clarity and consistency from initial concept through completion. By engaging our Design Integration team, made up of experienced architects like Dana, at the onset of preconstruction, we can create a unified "one team" environment that proactively mitigates risk and minimizes conflict throughout the entire project lifecycle.

Our Design Integration team brings a unique insight and ability to foster effective communication between stakeholders and design teams. This depth of expertise ensures Owner expectations and Conditions of Satisfaction remain at the forefront of every decision. Through ongoing collaboration, transparent dialogue, and strategic innovation, Design Integrators enable real-time constructability reviews and value engineering, resulting in a project that truly aligns with the vision of San Bernardino County and all project stakeholders.

McCARTHY'S DESIGN INTEGRATION SERVICES



Specific to this project, solving the parking and security challenges onsite will be critical. I look forward to leading the charge, alongside our partners at CannonDesign, to help find solutions that will minimize disruption and provide for the most value-driven construction process possible."

EXPERIENCED WITH



COLLABORATIVE DELIVERY MODELS



CIVIC PROJECTS



WORKING ALONGSIDE CANNONDESIGN



PROJECTS COMPLETED OVER \$50 M



CRAIG CHERF

Preconstruction Manager

As Preconstruction Manager, Craig will work closely with the Project Director and the estimating team to generate all estimates and alternative systems analysis. Craig will coordinate design development and GMP quantity survey and pricing, along with preconstruction scheduling requirements. He will assist the project team in prequalifying subcontractors and suppliers and coordinate all drawing reviews. Craig will also remain involved, as needed throughout construction to provide costing support for change order analysis and subcontractor negotiation.

Key Personnel for Phase 1 Work & Contractor Compliance for Phase 2 Work

CAREER SUMMARY

27 Years of Experience
24 Years with McCarthy

EDUCATION

BS, Construction Management
Central Washington University
BS, Agribusiness Management
Washington State University

LICENSES AND CERTIFICATIONS

» Assoc. DBIA

Relevant Project Experience

CHILDREN'S HOSPITAL OF ORANGE COUNTY (CHOC) SOUTHWEST TOWER

Orange, California | \$251.3 M | 330,000 sf | Healthcare Campus

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Reference Information:

Ramsey Nasser, Program Manager | (814) 441-5422 | ramsey.nasser@jacobs.com
Jacobs | 2600 Michelson Drive, Suite 500 Irvine, CA 92612

METRO DIVISION 13 BUS MAINTENANCE FACILITY

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Reference Information:

Tim Lindholm, Deputy Executive Officer, PM | (213) 922-6000 | lindholmt@metro.net
Los Angeles County Metropolitan Transit Authority | One Gateway Plaza Los Angeles, CA 90012

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Trammell Crow Company | 3501 Jamboree Road, Suite 230 Newport Beach, CA 92660



CHOC CHILDREN'S HOSPITAL SOUTHWEST TOWER



METRO DIVISION 13 BUS MAINTENANCE FACILITY



RUHS BEHAVIORAL HEALTH TREATMENT CENTER, ER, AND CRITICAL CARE - PHASE 1

LEARN MORE ABOUT CRAIG

LISTENING AND LEADING

As Preconstruction Manager, Craig is recognized for his ability to understand the perspectives of owners, design teams, trade partners, and facility end-users on complex projects, making sure all voices are heard and considered during the decision making that occurs in preconstruction.

Central to this approach is Craig's commitment to transparency and proactive engagement. On the CHOC Southwest Tower in Orange, Craig led cost efforts by providing timely, data-driven feedback on the implications of design decisions, helping CHOC make informed choices that aligned with both budgetary constraints and project goals. Using proven processes, such as the implementation of a "cluster group" structure and regular team meetings, Craig encourages the exchange of ideas, facilitates consensus building and generate input from all parties. Being inclusive in this way helps mitigate risk, while also enhancing the overall user experience, ensuring the final facility reflects the needs of future users.

Craig is also adept at using technology and project management tools, which streamline communication and track costs in real-time, including our project dashboard as seen below. One of these tools is a software called Join, which Craig and the preconstruction team will use to keep San Bernardino County and entire project team informed and engaged. This helps drive a sense of shared ownership and accountability, and reinforces Craig's role as a champion for diverse input while maintaining a unified project vision.

PROJECT DASHBOARD

DASHBOARD San Bernardino County Department of Public Works (DPW) Headquarters Replacement Project



I'm passionate about collaborating with our partners and stakeholders to ensure that every decision made supports the County's long-term goals for operational excellence, sustainability, and value - laying the foundation for a modern, adaptable campus that will serve the community for decades to come.

EXPERIENCED WITH



COLLABORATIVE DELIVERY MODELS



CIVIC PROJECTS



WORKING ALONGSIDE CANNONDESIGN



PROJECTS COMPLETED OVER \$50 M



MELYNDA NEWMAN

Safety Manager

Melynda will be the full-time on-site safety manager during the construction of the project. She performs safety risk analysis of construction activities and works with subcontractors and construction workers to promote a safe jobsite. Melynda also interfaces with the County's personnel to ensure the project is coordinated with the owner's safety requirements and policies.

Key Personnel for Phase 1 Work & Contractor Compliance for Phase 2 Work

CAREER SUMMARY

- 2 Years of Experience
- 2 Years with McCarthy

EDUCATION

BS, Environmental Health Science
CSU San Bernardino

LICENSES AND CERTIFICATIONS

- » First-Aid / CPR
- » OSHA 30-Hour
- » OSHA 510 Standards for the Construction Industry

Relevant Project Experience

SAN BERNARDINO VALLEY COLLEGE STUDENT SERVICES BUILDING

San Bernardino, California | \$94 M | 105,000 sf | Higher Education Campus

This 105,000 sf, design-build student services hub centralizes essential support functions, such as financial aid, registration, counseling, and career services, within a net-zero-ready facility. An additional 64,334 sf is dedicated to learning resources, collaboration, and professional development. The project's focus on integrating diverse user needs, operational efficiency, and sustainable, flexible space planning closely parallels the objectives and functional requirements of San Bernardino County's new headquarters building.

Reference Information:

Farah Farzaneh, *Executive Director* | (310) 633-1090 | ffarzaneh@sbccd.com
San Bernardino Valley College | 114 S Del Rosa Drive San Bernardino, CA 92408

UC RIVERSIDE NORTH DISTRICT PHASE 2 STUDENT HOUSING

Riverside, California | \$286 M | 424,000 sf | Higher Education

Significant expansion with scope including a new three-story, 100-bed Behavioral Health Treatment Center, a 50-bed critical care addition, and a 50- to 60-bay expansion of the emergency department, along with site improvements across approximately 12 acres. This breadth of work highlights the team's proven capability in delivering complex, large-scale civic facilities that serve diverse community needs.

Reference Information:

Jacqueline Norman, *Campus Architect & Assoc. Vice Chancellor, Planning, Design & Construction* | (951) 827-1277 | jacqueline.norman@ucr.edu
UC Riverside | 1223 University Avenue, Suite 240 Riverside, CA 92507

SKECHERS CAMPUS EXPANSION (2901)

Manhattan Beach, California | \$67.9 M | 100,000 sf | Commercial

Part of the broader Skechers World Headquarters development, this project involves the construction of a two-story office building with showroom space and four levels of below-grade parking. The 2901 building specifically adds more than 100,000 square feet of design center space to the campus.

Reference Information:

David Nazaryk, *Managing Director* | (714) 473-9603 | dnazaryk@trammellcrow.com
Trammell Crow Company | 3501 Jamboree Road, Suite 230 Newport Beach, CA 92660



SAN BERNARDINO VALLEY COLLEGE
STUDENT SUPPORT SERVICES BUILDING



UC RIVERSIDE NORTH DISTRICT
PHASE 2 STUDENT HOUSING



SKECHERS CAMPUS EXPANSION (2901)