



Contract Number

SAP Number

Real Estate Service Department –  
Project Management

Department Contract Representative	Kevin Ryan
Telephone Number	(909) 387-5000
Consultant	Griffin Structures, Inc.
Consultant Representative	Roger Torriero
Telephone Number	(949) 497-9000
Contract Term	4.25 Years
Original Contract Amount	\$4,020,000
Additive Alternate LEED Design Consulting	\$47,500
Amendment Amount	
Total Contract Amount	\$4,067,500
WBSE	10.10.0181
Cost Center	7700003100

IT IS HEREBY AGREED AS FOLLOWS:

**WHEREAS**, the County of San Bernardino (County) desires to designate a consultant for Preconstruction and Construction Management services for 10.10.0181 the Valley Communications Center Project; and

**WHEREAS**, the County conducted a competitive process to find Griffin Structures, Inc. (Consultant) to provide these services, and

**WHEREAS**, the County finds Consultant qualified to provide Preconstruction and Construction Management Services, and

**WHEREAS**, the County desires that such services be provided by Consultant and Consultant agrees to perform these services as set forth below;

**NOW, THEREFORE**, the County and Consultant mutually agree to the following terms and conditions:

**A. DEFINITIONS**

- A.1** Assistant Director – Assistant Director of the Real Estate Services Department – Project Management.
- A.2** Board – Board of Supervisors of the County of San Bernardino.
- A.3** County –The County of San Bernardino and its authorized representatives.
- A.4** Department – The County of San Bernardino Real Estate Services Department.
- A.5** Director – Director of the County of San Bernardino Real Estate Services Department.
- A.6** Real Estate Services Department – Project Management (RES-D-PM) – The business unit of the County of San Bernardino Real Estate Services Department, which administers this Contract.

**B. CONSULTANT RESPONSIBILITIES**

**B.1 Scope of Work**

The Consultant will provide all Preconstruction and Construction Management services necessary for the construction of Valley Communications Center, a comprehensive 80,000 square foot building on the 6.85 acre site will be occupied by: Sheriff-Coroner (SBCSD), Office of Emergency Services (OES), County Fire (SBCFD), Consolidated Fire Agencies (CONFIRE), Inland Counties Emergency Medical Agency (ICEMA), Radio Manage Facility (ISD), and Building Services, as more fully defined and itemized in the Scope of Work in Attachment B, which is attached hereto and incorporated by reference.

## **B.2 Additional Facility Requirements**

Provide Preconstruction and Construction Management Services for the facility including Solar Power, Base Isolation, Redundant Non-Potable Water Tank & Piping, Redundant Chiller, and Backup Generator Power.

## **C. GENERAL CONTRACT REQUIREMENTS**

### **C.1 Recitals**

The recitals set forth above are true and correct and incorporated herein by this reference.

### **C.2 Contract Amendments**

Consultant agrees any alterations, variations, modifications, or waivers of the provisions of the Contract, shall be valid only when reduced to writing, executed and attached to the original Contract and approved by the person(s) authorized to do so on behalf of Consultant and County.

### **C.3 Contract Exclusivity**

This is not an exclusive Contract. The County reserves the right to enter into a contract with other consultants for the same or similar services. The County does not guarantee or represent that the Consultant will be permitted to perform any minimum amount of work, or receive a minimum amount of compensation, under the terms of this Contract.

### **C.4 Attorney's Fees and Costs**

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

### **C.5 Background Checks for Consultant Personnel**

Consultant shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform services; (b) do not use legal or illegal substances in any manner which will impact their ability to provide services to the County; and (c) are not otherwise disqualified from performing the services under applicable law. If requested by the County and not in violation of applicable law, Consultant shall conduct a background check, at Consultant's sole expense, on all its personnel providing services. If requested by the County, Contractor shall provide the results of the background check of each individual to verify that the individual meets Consultant's standards for employment. Such background check shall be in the form generally used by Consultant in its initial hiring of employees or contracting for contractors or, as applicable, during the employment-screening process but must, at a minimum, have been performed within the preceding 12-month period. Consultant personnel who do not meet the County's hiring criteria, in County's sole discretion, shall not be assigned to work on County property or services, and County shall have the right, at its sole option, to refuse access to any of Consultant's personnel to any County facility.

Consultant shall submit a complete background investigation package for each employee, including who will require access to County facilities as required. They shall provide the following for each person requiring a background investigation:

- a. A completed Authority to Release Personal Information form or other forms as required by the County.
- b. A check in the amount of \$42.00 payable to the County of San Bernardino. The cost of the background investigation is currently \$42.00, and is required by the Department of Justice. Submit the completed package to the Division or as otherwise directed by the Division.

Consultant agrees to ensure all background checks are completed for all Consultant personnel prior to the commencement of work at the job site. Provide a listing of all personnel working on the site.

### **C.6 Change of Address**

Consultant shall notify the County in writing, of any change in mailing address within ten (10) business days of the change.

### **C.7 Choice of Law**

This Contract shall be governed by and construed according to the laws of the State of California.

### **C.8 Compliance with County Policy**

In performing the services and while at any County facilities, Consultant personnel (including subcontractors) shall (a) conduct themselves in a businesslike manner; (b) comply with the policies, procedures, and rules of the County regarding health and safety, and personal, professional and ethical conduct; (c) comply with the finance, accounting, banking, Internet, security, and/or other applicable standards, policies, practices, processes, procedures, and controls of the County; and (d) abide by all laws applicable to the County facilities and the provision of the services, and all amendments and modifications to each of the items addressed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Consultant or Consultant personnel or may be made available to Consultant or Consultant personnel by conspicuous posting at a County facility, electronic posting, or other means generally used

by County to disseminate such information to its employees or contractors. Consultant shall be responsible for the promulgation and distribution of County Policies to Consultant personnel to the extent necessary and appropriate.

County shall have the right to require Consultant's employees, agents, representatives and subcontractors to exhibit identification credentials issued by County in order to exercise any right of access under this Contract.

#### **C.9 Confidentiality**

Consultant shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving services pursuant to this Contract, except for statistical information not identifying any participant. Consultant shall not use or disclose any identifying information for any other purpose other than carrying out the Consultant's obligations under this Contract, except as may be otherwise required by law. This provision will remain in force even after the termination of the Contract.

**ALL WRITTEN DOCUMENTS PREPARED BY CONSULTANT WILL BE PROMINENETLY MARKED "PRIVILEGED AND CONFIDENTIAL". Consultant is required to keep all reports/recommendations, whether oral or in writing, privileged and confidential and not to disclose the reports/recommendations to any individuals, including individual County employees, unless specifically authorized by the Director of the Real Estate Services Department or the Assistant Director of the Real Estate Services Department – Project Management. Within Consultant's organization, the reports/recommendations shall only be disclosed to employees specifically working on this Contract for the County. All parties acknowledge that the intent is for all written documents to remain confidential/privileged and not subject to disclosure under the California Public Records Act, or any other federal, state or local law.**

#### **C.10 Primary Point of Contact**

Consultant will designate an individual to serve as the primary point of contact for the Contract. Consultant or designee must respond to County inquiries within two (2) business days. Consultant shall not change the primary contact without written acknowledgement to the County. Consultant will also designate a back-up point of contact in the event the primary contact is not available.

#### **C.11 Reserved**

#### **C.12 County Representative**

The Director or his/her designee shall represent the County in all matters pertaining to the services to be rendered under this Contract, including termination and assignment of this Contract, and shall be the final authority in all matters pertaining to the services/Scope of Work by Consultant. If this Contract was initially approved by the San Bernardino County Board of Supervisors, then the Board of Supervisors must approve all amendments to this Contract, unless otherwise delegated.

#### **C.13 Damage to County Property**

Consultant shall repair, or cause to be repaired, at its own cost, all damages to County vehicles, facilities, buildings or grounds caused by the willful or negligent acts of Consultant or its employees or agents. Such repairs shall be made immediately after Consultant becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Consultant fails to make timely repairs, the County may make any necessary repairs. The Consultant, as determined by the County, shall repay all costs incurred by the County for such repairs, by cash payment upon demand, or County may deduct such costs from any amounts due to the Consultant from the County, as determined at the County's sole discretion.

#### **C. 14 Debarment and Suspension**

Consultant certifies that neither it nor its principals or subcontractors is presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website <https://www.sam.gov>). Consultant further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

#### **C.15 Drug and Alcohol Free Workplace**

In recognition of individual rights to work in a safe, healthful and productive work place, as a material condition of this Contract, the Consultant agrees that the Consultant and the Consultant's employees, while performing service for the County, on County property, or while using County equipment:

- C.15.1** Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.
- C.15.2** Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.
- C.15.3** Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Consultant or Consultant's employee who, as part of the

performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

Consultant shall inform all employees that are performing service for the County on County property, or using County equipment, of the County's objective of a safe, healthful and productive work place and the prohibition of drug or alcohol use or impairment from same while performing such service for the County.

The County may terminate for default or breach of this Contract and any other Contract the Consultant has with the County, if the Consultant or Consultant's employees are determined by the County not to be in compliance with above.

#### **C.16 Duration of Terms**

This Contract, and all of its terms and conditions, shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective parties, provided no such assignment is in violation of the provisions of this Contract.

#### **C.17 Employment Discrimination**

During the term of the Contract, Consultant shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Consultant shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

#### **C.18 Environmental Requirements**

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Consultant to use recycled paper for any printed or photocopied material created as a result of this Contract. Consultant is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the County in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Consultant must be able to annually report the County's environmentally preferable purchases. Consultant must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

#### **C.19 Improper Influence**

Consultant shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Consultant or officer or employee of the Consultant.

#### **C.20 Improper Consideration**

Consultant shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the County in an attempt to secure favorable treatment regarding this Contract.

The County, by written notice, may immediately terminate this Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of the County with respect to the proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Consultant shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Consultant. The report shall be made to the supervisor or manager charged with supervision of the employee or the County Administrative Office. In the event of a termination under this provision, the County is entitled to pursue any available legal remedies.

#### **C.21 Informal Dispute Resolution**

In the event the County determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this Contract or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties.

#### **C.22 Legality and Severability**

The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this Contract are specifically made severable.

If a provision of the Contract is terminated or held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall remain in full effect.

#### **C.23 Licenses, Permits and/or Certifications**

Consultant shall ensure that it has all necessary licenses, permits and/or certifications required by Federal, State, County, and municipal laws, ordinances, rules and regulations. The Consultant shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Consultant will notify County immediately of loss or suspension of any such licenses, permits and/or certifications. Failure to maintain a required license, permit and/or certification may result in immediate termination of this Contract.

#### **C.24 Material Misstatement/Misrepresentation**

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

#### **C.25 Mutual Covenants**

The parties to this Contract mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".

#### **C.26 Nondisclosure**

Consultant shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the County to Consultant or an agent of Consultant or otherwise made available to Consultant or Consultant's agent in connection with this Contract; or, (2) acquired, obtained, or learned by Consultant or an agent of Consultant in the performance of this Contract. For purposes of this provision, confidential information means any data, files, software, information or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to: technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

#### **C.27 Notice of Delays**

Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this contract, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.

#### **C.28 Ownership of Documents**

All documents, data, products, graphics, computer programs and reports prepared by Consultant pursuant to the Contract shall be considered property of the County upon payment for services (and products, if applicable). All such items shall be delivered to County at the completion of work under the Contract, subject to the requirements of Article D—Term of the Contract. Unless otherwise directed by County, Consultant may retain copies of such items.

#### **C.29 Reserved**

#### **C.30 Air, Water Pollution Control, Safety and Health**

Consultant shall comply with all air pollution control, water pollution, safety and health ordinances and statutes, which apply to the work performed pursuant to this Contract.

#### **C.31 Records**

Consultant shall maintain all records and books pertaining to the delivery of services under this Contract and demonstrate accountability for contract performance. All records shall be complete and current and comply with all Contract requirements. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Contract.

All records relating to the Consultant's personnel, consultants, subcontractors, services/Scope of Work and expenses pertaining to this Contract shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles and other standards for accountancy.

#### **C.32 Relationship of the Parties**

Nothing contained in this Contract shall be construed as creating a joint venture, partnership, or employment arrangement between the Parties hereto, nor shall either Party have the right, power or authority to create an obligation or duty, expressed or implied, on behalf of the other Party hereto. In the performance of this Contract, Consultant, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino. Any provision of this Contract that may appear to give the County any right to direct the Consultant concerning the details of performing

the services/Scope of Work, or to exercise any control over such performance, shall mean only that the Consultant shall follow the direction of the County concerning the end results of the performance.

### **C.33 Release of Information**

No news releases, advertisements, public announcements or photographs arising out of the Contract or Consultant's relationship with County may be made or used without prior written approval of the County.

### **C.34 Strict Performance**

Failure by a party to insist upon the strict performance of any of the provisions of this Contract by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this Contract thereafter.

### **C.35 Subcontracting**

Consultant shall obtain County's written consent, which County may withhold in its sole discretion, before entering into Contracts with or otherwise engaging any subcontractors who may supply any part of the services to County. At County's request, Consultant shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including, if requested by the County, resumes of proposed subcontractor personnel. Consultant shall remain directly responsible to County for its subcontractors and shall indemnify County for the actions or omissions of its subcontractors under the terms and conditions specified in Article G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Consultant Personnel.

For any subcontractor, Consultant shall:

- 35.1** Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and
- 35.2** Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.
- 35.3** Include in the subcontractor's subcontract substantially similar terms as are provided in Articles B. Consultant Responsibilities and C. General Contract Requirements.

Upon expiration or termination of this Contract for any reason, County will have the right to enter into direct Contracts with any of the subcontractors. Consultant agrees that its arrangements with subcontractors will not prohibit or restrict such subcontractors from entering into direct contracts with County.

### **C. 36 Subpoena**

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Services provided under this Contract is served upon Consultant or County, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Consultant and County further agree to cooperate with the other party in any lawful effort by such other party to contest the legal validity of such subpoena or other legal process commenced by a third party as may be reasonably required and at the expense of the party desiring to contest the subpoena or other legal process, except as otherwise provided herein in connection with defense obligations by Consultant for County.

### **C.37 Termination for Convenience**

The County and the Consultant each reserve the right to terminate the Contract, for any reason, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. Upon such termination, payment will be made to the Consultant for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Consultant shall promptly discontinue services unless the notice directs otherwise. Consultant shall deliver promptly to County and transfer title (if necessary) to all completed work, and work in progress, including drafts, documents, plans, forms, data, products, graphics, and reports.

### **C.38 Time of the Essence**

Time is of the essence in performance of this Contract and of each of its provisions.

### **C.39 Venue**

The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, County of San Bernardino, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this Contract is brought by any third-party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, County of San Bernardino, San Bernardino District.

### **C.40 Conflict of Interest**

Consultant shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Consultant shall make a reasonable effort to prevent officers, employees, subcontractors, or members of governing bodies from using their positions for purposes that are, or give the appearance of being motivated by a desire for private gain for themselves or others such as those with whom they have family business, or other ties. Officers,

employees, and agents of cities, counties, districts, and other local agencies are subject to applicable conflict of interest codes and state law. In the event the County determines a conflict of interest situation exists, any increase in costs, associated with the conflict of interest situation, may be disallowed by the County and such conflict may constitute grounds for termination of the Contract. This provision shall not be construed to prohibit employment of persons with whom Consultant's officers, employees, or agents have family, business, or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant.

Consultant acknowledges and agrees that it will not submit a bid, or enter into an agreement with a third party, for the construction of the Project or any future phases of a Project on which it has previously performed work that was assigned to it under this Contract. Consultant agrees not to affiliate with, or receive financial consideration from, any third party in connection with this Project, except as specifically authorized under this Contract.

Consultant understands per the attached Conflict of Interest and Political Reform Act Obligations (Attachment A) that the Department Director has determined Consultant meets Disclosure Determination number 1 and that no disclosure is required.

#### **C.41 Former County Administrative Officials**

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

#### **C.42 Disclosure of Criminal and Civil Procedures**

County reserves the right to request the information described herein from Consultant. Failure to provide the information may result in a termination of the Contract. The County also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The Consultant also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Consultant is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Consultant will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Consultant is required to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Consultant will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to the County. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

#### **C.43 Copyright**

County shall have a royalty-free, non-exclusive and irrevocable license to publish, disclose, copy, translate, and otherwise use, copyright or patent, now and hereafter, all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems, and any other materials or properties developed under this Contract including those covered by copyright, and reserves the right to authorize others to use or reproduce such material. All such materials developed under the terms of this Contract shall acknowledge the County of San Bernardino as the funding agency and Consultant as the creator of the publication. No such materials, or properties produced in whole or in part under this Contract shall be subject to private use, copyright or patent right by Consultant in the United States or in any other country without the express written consent of County. Copies of all educational and training materials, curricula, audio/visual aids, printer material, and periodicals, assembled pursuant to this Contract must be filed with the County prior to publication.

#### **C.44 Artwork, Proofs and Negatives**

All artwork, proofs, and/or negatives in either print or digital format for anything produced under the terms of this Contract are the property of the County. These items must be returned to the County within ten



(10) days, upon written notification to the Consultant. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, Consultant will be barred from all future solicitations, for a period of at least six (6) months.

#### **C.45 Iran Contracting Act**

IRAN CONTRACTING ACT OF 2010, Public Contract Code sections 2200 et seq. (Applicable for all Contracts of one million dollars (\$1,000,000) or more). In accordance with Public Contract Code section 2204(a), the Consultant certifies that at the time the Contract is signed, the Consultant signing the Contract is not identified on a list created pursuant to subdivision (b) of Public Contract Code section 2203 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.

Consultants are cautioned that making a false certification may subject the Consultant 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.

#### **C.46 Reserved**

#### **C. 47 Errors, Omissions and/or Conflicts**

Consultant shall be responsible for the integrity of all design and research studies prepared by the Consultant and should County suffer damages due to errors, omissions, and/or conflicts within such documents, the Consultant shall be responsible to County for costs of all such damages. The Design/Build team hired by County will be responsible for the accuracy, completeness, coordination, suitability, and compliance with laws of the design documents and construction of the Project. Consultant is not responsible for design or construction defects contained in Design/Build team documents, regardless of whether Consultant engages any testing and inspection services or has personnel on-site during construction.

#### **C. 48. Reserved**

#### **C. 49 Regulatory Agencies**

Except for emergencies, or except for situations where contact is required by law or relevant professional canons of ethics (in which case Consultant will use its professional efforts to notify and confer with the County before such contact, the parties recognizing that there may not be time for such in an emergency), Consultant shall not contact the Local Enforcement Agency, South Coast Air Quality Management District or other regulatory agencies concerning any site that is the subject of this Contract without Department's prior approval.

### **D. TERM OF CONTRACT**

This Contract is effective as of June 22, 2021 and expires February 28, 2025 but may be terminated earlier in accordance with provisions of this Contract. The Contract term may be extended for two additional one-year periods by mutual agreement of the parties.

### **E. COUNTY RESPONSIBILITIES**

The County is responsible, to the extent reasonably possible, to provide/perform the following:

- E.1** Project Budget and information relating to facility requirements, and Project scheduling.
- E.2** Access to sites for the purpose of gathering or collecting data, performing tests, or inspections.
- E.3** Soils investigation, topographic survey and recommendations, as deemed necessary by County.
- E.4** Existing maps, boundaries, facility plans, operational or previous project reports, blank forms, and any other available documents or items required by Consultant for the satisfactory performance under this Contract that may be available.
- E.5** Reproduction of final drawings and specifications for bidding.
- E.6** Notify the Consultant in writing of County procedures required and name the County representative authorized to act in its behalf. County shall review documents submitted by the Consultant and shall promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Project.
- E.7** Nothing in this Contract nor any act or failure to act on the part of the County shall be construed as a waiver of claim by County for any defects or deficiencies in the plans, reports or interpretative conclusions drawn by tests or observations conducted and performed by Consultant.
- E.8** The County reserves the right to:
  - a) Postpone/cancel job if in the best interest of the County or County requirements change.
  - b) Reject services that do not meet job specifications.
  - c) Terminate this Contract if there is significant change in key personnel.



## **F. FISCAL PROVISIONS**

- F.1** The maximum amount of payment under this Contract shall not exceed \$4,067,500. \$47,500 of the \$4,067,500, is an additive alternate for LEED Design Consulting services and subject to County's acceptance of the LEED Design Consulting Services. The consideration to be paid to Consultant, as provided herein, shall be in full payment for all Consultant's services and expenses incurred in the performance hereof, including travel and per diem.

Subject to the maximum amount previously stated, Compensation shall be a negotiated fee per the Consultant's specific Fee Proposal Sheet (see Attachment C). Each invoice shall be in writing, identify specific work required, designate the method of compensation and shall be approved by the County in writing.

Consultant bears the risk that it may not be able to generate its anticipated (or any) profit in completing its performance of all required items of work for the specified level of compensation. In no event shall Consultant be entitled to receive compensation for any item of work required of Consultant under the terms of the Contract, which item of work is not performed by Consultant (including Consultant's agents and approved subcontractors).

- F.2** Rent, utilities, word processing, in-house courier, local telephone charges, office supplies, support staff, local area travel within a 100 mile radius of the County of San Bernardino's Government Center, meal expenses, lodging (unless preapproved by a Real Estate Services Department – Project Management representative), time spent to provide necessary information for County audits or billing inquiries, and all other expense items related to the provision of Consultant's services are not included in the fee negotiated and will not be reimbursed by County.
- F.3** Consultant shall provide County itemized monthly invoices, in arrears, and in a format acceptable to the County for services performed under this Contract within twenty (20) days of the end of the previous month. The County shall make payment to Consultant within sixty (60) working days after receipt of invoice or the resolution of any billing dispute.
- F.4** Consultant shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Consultant's designated checking or other bank account. Consultant shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.
- F.5** County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Consultant or on any taxes levied on employee wages. The County shall only pay for any State or local sales or use taxes on the services rendered or equipment and/or parts supplied to the County pursuant to the Contract.
- F.6** Costs for services under the terms of this Contract shall be incurred during the contract period except as approved by County. Consultant shall not use current year funds to pay prior or future year obligations.
- F.7** Funds made available under this Contract shall not supplant any federal, state or any governmental funds intended for services of the same nature as this Contract. Consultant shall not claim reimbursement or payment from County for, or apply sums received from County with respect to that portion of its obligations that have been paid by another source of revenue. Consultant agrees that it will not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining funds from another revenue source without prior written approval of the County.
- F.8** Consultant shall adhere to the County's Travel Management Policy (8-02 and 08-02SP1) when travel is pursuant to this Contract and for which reimbursement is sought from the County. In addition, Consultant is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.

## **G. INDEMNIFICATION AND INSURANCE REQUIREMENTS**

### **G.1 Indemnification**

**"Consultant shall defend and indemnify County for claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant. This Agreement incorporates by reference the provisions of Civil Code section 2782.8, including, but not limited to, the provisions that concern the duty and cost to defend the County."**

The Consultant agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Consultant indemnification obligation applies to the County's "active" as well

as “passive” negligence but does not apply to the County’s “sole negligence” or “willful misconduct” within the meaning of Civil Code section 2782.

**G.2 Additional Insured**

All policies, except for Worker’s Compensation, Errors and Omissions and Professional Liability policies shall contain additional endorsements naming the County and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder. The additional insured endorsements shall not limit the scope of coverage for the County to vicarious liability but shall allow coverage for the County to the full extent provided by the policy. Such additional insured coverage shall be at least as broad as Additional Insured (Form B) endorsement form ISO, CG 2010.11 85.

**G.3 Waiver of Subrogation Rights**

Consultant shall require the carriers of required coverages to waive all rights of subrogation against the County, its officers, employees, agents, volunteers, contractors and subcontractors. All general or auto liability insurance coverage provided shall not prohibit Consultant and Consultant’s employees or agents from waiving the right of subrogation prior to a loss or claim. Consultant hereby waives all rights of subrogation against the County.

**G.4 Policies Primary and Non-Contributory**

All policies required herein are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by the County.

**G.5 Severability of Interests**

Consultant agrees to ensure that coverage provided to meet these requirements is applicable separately to each insured and there will be no cross liability exclusions that preclude coverage for suits between Consultant and County or between County and any other insured or additional insured under the policy.

**G.6 Proof of Coverage**

Consultant shall furnish Certificates of Insurance to the County Department administering the Contract evidencing the insurance coverage at the time the Contract is executed, additional endorsements, as required shall be provided prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department, and Consultant shall maintain such insurance from the time Consultant commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, Consultant shall furnish a copy of the Declaration page for all applicable policies and will provide complete certified copies of the policies and endorsements immediately upon request.

**G.7 Acceptability of Insurance Carrier**

Unless otherwise approved by Risk Management, insurance shall be written by insurers authorized to do business in the State of California and with a minimum “Best” Insurance Guide rating of “A- VII”.

**G.8 Deductibles and Self-Insured Retention**

Any and all deductibles or self-insured retentions in excess of \$10,000 shall be declared to and approved by Risk Management.

**G.9 Failure to Procure Coverage**

In the event that any policy of insurance required under this Contract does not comply with the requirements, is not procured, or is canceled and not replaced, County has the right but not the obligation or duty to cancel this Contract or obtain insurance if it deems necessary and any premiums paid by County will be promptly reimbursed by Consultant or County payments to the Consultant will be reduced to pay for County purchased insurance.

**G.10 Insurance Review**

Insurance requirements are subject to periodic review by County. The Director of Risk Management or designee is authorized, but not required, to reduce, waive or suspend any insurance requirements whenever Risk Management determines that any of the required insurance is not available, is unreasonably priced, or is not needed to protect the interests of County. In addition, if the Department of Risk Management determines that heretofore unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Director of Risk Management or designee is authorized, but not required, to change the above insurance requirements to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against County, inflation, or any other item reasonably related to the County’s risk.

Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract, including an increase to Consultant’s compensation for the cost of the additional types of insurance coverage or higher coverage limits. Consultant agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of County to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of County.

- G.11** Consultant agrees to provide insurance set forth in accordance with the requirements herein. If Consultant uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, Consultant agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, Consultant shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

- G.11.1** Workers' Compensation/Employer's Liability – A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with \$250,000 limits covering all persons including volunteers providing services on behalf of the Consultant and all risks to such persons under this contract.

If Consultant 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 Labor Code and the requirement for Workers' Compensation coverage will be waived by the County's Director of Risk Management.

With respect to Consultants that are non-profit corporations organized under California or Federal law, volunteers for such entities are required to be covered by Workers' Compensation insurance.

- G.11.2** Commercial/General Liability Insurance – Consultant shall carry General Liability Insurance covering all operations performed by or on behalf of Consultant providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars (\$1,000,000), per occurrence. The policy coverage shall include:
- Premises operations and mobile equipment.
  - Products and completed operations.
  - Broad form property damage (including completed operations).
  - Explosion, collapse and underground hazards.
  - Personal injury.
  - Contractual liability.
  - \$2,000,000 general aggregate limit.

- G.11.3** Automobile Liability Insurance – Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired and non-owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than one million dollars (\$1,000,000) for bodily injury and property damage, per occurrence.

If Consultant is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of two million dollars (\$2,000,000) for bodily injury and property damage per occurrence.

If Consultant owns no autos, a non-owned auto endorsement to the General Liability policy described above is acceptable.

- G.11.4** Umbrella Liability Insurance – An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.

- G.11.5** Professional Liability – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim and two million (\$2,000,000) aggregate limits

or

Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than one million (\$1,000,000) and two million (\$2,000,000) aggregate limits

or

Directors and Officers Insurance coverage with limits of not less than one million (\$1,000,000) shall be required for Contracts with charter labor committees or other not-for-profit organizations advising or acting on behalf of County.

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 contract work. The claims made insurance shall be maintained or “tail” coverage provided for a minimum of five (5) years after contract completion.

**G.11.6 Reserved**

**H. SUCCESSORS AND ASSIGNS**

**H.1** This Contract shall be binding upon County and Consultant and their respective successors and assigns.

**H.2** Neither the performance of this Contract, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Consultant without the prior written consent and approval of County.

**H.3** Death or Incapacity: If the Consultant transacts business as an individual, his/her death or incapacity shall automatically terminate this Contract as of the date of such event, and neither he/she nor his/her estate shall have any further right to perform hereunder, and County shall pay him/her or his/her estate the compensation payable under Article F, Fiscal Provisions, for any services rendered prior to such termination not heretofore paid, reduced by the amount of additional costs which will be incurred by County by reason of such termination. If there be more than one Consultant and any one of them die or become incapacitated and the others continue to render the services covered herein, County will make payment to those continuing as though there had been no such death or incapacity and County will not be obliged to take any account of the person who died or became incapacitated or to make any payments to such person or his estate. The provision shall apply in the event of progressive or simultaneous occasions of death or incapacity among any group of persons named as Consultant herein, and if death or incapacity befalls the last one of such group before this Contract is fully performed, then the rights shall be as if there had been only one Consultant.

**I. RIGHT TO MONITOR AND AUDIT**

**I.1** The County, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Consultant in the delivery of services provided under this Contract. Consultant shall give full cooperation, in any auditing or monitoring conducted. Consultant shall cooperate with the County in the implementation, monitoring, and evaluation of this Contract and comply with any and all reporting requirements established by the County.

**I.2** All records pertaining to services delivered and all fiscal, statistical and management books and records shall be available for examination and audit by County representatives for a period of three years after final payment under the Contract or until all pending County, State and Federal audits are completed, whichever is later.

**J. CORRECTION OF PERFORMANCE DEFICIENCIES**

**J.1** If Consultant fails to comply with any of the provisions, covenants, requirements or conditions of this Contract, then County shall send Consultant a written notice setting forth the nature and extent of the alleged default and, if not otherwise self-evident, the actions necessary to cure the alleged default (the “**Notice of Default**”). Consultant must respond to the Notice of Default within four Business Days of its receipt of same and state whether Consultant intends to cure the alleged default and, if so, what action Consultant intends to take to cure the alleged default and the timing thereof. If Consultant fails to timely respond to the Notice of Default or fails to cure any default promptly after receipt of the notice of default (or if the default is not capable of being immediately cured, fails to immediately commence all necessary action to promptly remedy such default and thereafter diligently prosecute such cure to completion), then Consultant shall be in material breach of this Contract.

**J.2** In the event of a non-cured breach, County may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:

- a. Afford Consultant thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Withhold funds pending duration of the breach; and/or
- c. Terminate this Contract immediately and be relieved of the payment of any consideration to Consultant. In the event of such termination, County may proceed with the work in any manner deemed proper by County. The cost to County shall be deducted from any sum due to Consultant under this Contract and the balance, if any, shall be paid by Consultant upon demand.

- J.3** Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provision of the Contract is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either Party shall not constitute a waiver of the right to pursue other available remedies.
- J.4** Any opinion of the construction cost prepared by Consultant represents Consultant's judgment as a construction manager and is supplied for the general guidance of County.
- J.5** Unless County, in a separate writing, provides that Consultant has authority to bind County in County's dealings with third parties, including the architect and general contractor, Consultant does not have such authority; rather, Consultant will provide advice ("Advice") to County on such matters, but County will make the ultimate decision as to how to act or respond. Consequently, any Advice provided by Consultant to County regarding how County should act or respond (e.g., analyzing, reviewing, and advising on bids or change order requests) is merely Consultant's professional opinion and County is ultimately responsible to such third parties for County's actions and responses. Consultant's responsibility with respect to Advice is to provide Advice in accordance with Consultant's standard of care.

**K. NOTICES**

All written notices provided for in this Contract or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

Real Estate Services Department – Project Management	Griffin Structures, Inc.
385 N. Arrowhead Ave., 3rd Floor	2 technology Dr., STE 150
San Bernardino, CA 92415	Irvine, CA 92618

Notice shall be deemed communicated two (2) County working days from the time of mailing if mailed as provided in this paragraph.

**L. ENTIRE AGREEMENT**

This Contract, including all Attachment, Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this Contract not expressly set forth herein are of no force or effect. This Contract is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Contract and signs the same of its own free will.

**M. CONTRACT EXECUTION**

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

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**IN WITNESS WHEREOF**, the County of San Bernardino and Consultant have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

COUNTY OF SAN BERNARDINO

►  
Curt Hagman, Chairman, Board of Supervisors

Dated: \_\_\_\_\_  
SIGNED AND CERTIFIED THAT A COPY OF THIS  
DOCUMENT HAS BEEN DELIVERED TO THE  
CHAIRMAN OF THE BOARD

Lynna Monell  
Clerk of the Board of Supervisors  
of the County of San Bernardino

By \_\_\_\_\_  
Deputy

Griffin Structures, Inc.  
*(Print or type name of corporation, company, contractor, etc.)*

By ► \_\_\_\_\_  
*(Authorized signature – sign in blue ink)*

Name Jon Hughes  
*(Print or type name of person signing contract)*

Title Executive Vice President  
*(Print or Type)*

Dated: \_\_\_\_\_

Address 2 Technology Dr., Ste 150  
Irvine, CA 92618

FOR COUNTY USE ONLY		
Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► Katherine Hardy, Deputy County Counsel	► Rene Glynn, Supervising Project Manager	► Kevin Ryan, Assistant Director
Date _____	Date _____	Date _____

## ATTACHMENT A

### CONFLICT OF INTEREST AND POLITICAL REFORM ACT OBLIGATIONS

Consultant shall make all reasonable efforts to ensure that no County officer or employee, whose position in the County enables him/her to influence any award of the Contract or any competing offer, shall have any direct or indirect financial interest resulting from the award of the Contract or shall have any relationship to the Consultant or officer or employee of the Consultant.

During the term of this Contract Consultant shall not act a Consultant or perform services of any kind for any person or entity whose interests conflict in any way with those of the County. Consultant shall at all times comply with the terms of the Political Reform Act and the local conflict of interest code. Consultant shall immediately disqualify itself and shall not use its official position to influence in any way, any matter coming before the County in which the Consultant has a financial interest as defined in Government Code section 87103. Consultant represents that it has no knowledge of any financial interests which would require it to disqualify itself from any matter on which it might perform services for the County.

“Consultant” means an individual who, pursuant to a contract with a state or local agency:

(A) Makes a governmental decision whether to:

1. Approve a rate, rule or regulation;
2. Adopt or enforce a law;
3. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;
4. Authorize the County to enter into, modify, or renew a contract provided it is the type of contract that requires County approval;
5. Grant County approval to a contract that requires County approval and to which the County is a party, or to the specifications for such a contract;
6. Grant County approval to a plan, design, report, study, or similar item;
7. Adopt, or grant County approval of, policies, standards, or guidelines for the County, or for any subdivision thereof; or

(B) Serves in a staff capacity with the County and in that capacity participates in making a governmental decision as defined in Regulation 18702.2 or performs the same or substantially all the same duties for the County that would otherwise be performed by an individual holding a position specified in the County’s Conflict of Interest Code.

#### DISCLOSURE DETERMINATION:

- ☒ 1. Consultant will not be “making a government decision” or “serving in a staff capacity” as defined in Sections A and B above. No disclosure required.
- ☐ 2. Consultant will be “making a government decision” or “serving in a staff capacity” as defined in either Section A or B above. As a result, Consultant shall be required to file a Statement of Economic Interest with the Clerk of the Board of Supervisors in a timely manner as required by law.



## **ATTACHMENT B**

### **Scope of Services**

The project will be located in the City and County of San Bernardino and will be a new mission-critical facility that must be operational 365/24/7, under extreme conditions as the primary Emergency Operation Center (EOC) in the San Bernardino Valley. The comprehensive 80,000+/- square foot building on the 6.85 acre site will be occupied by the following entities: Sheriff-Coroner (SBCSD), Office of Emergency Services (OES), County Fire (SBCFD), Consolidated Fire Agencies (CONFIRE), Inland Counties Emergency Medical Agency (ICEMA), Radio Management Facility (ISD), and Building Services. EOC Command staff that provide emergency support functions will vary in size depending on the activation level.

The Facility will be capable of self-support and self-sufficiency over an extended duration of time and act as a stand-alone facility in the event of a natural or manmade disasters. The desired operational model requires significant facility enhancements that include utility and technological system redundancies to assure continual operations.

The selected Consultant will provide Preconstruction and Construction Management (CM) services and act as the Owners-Advisor to the Real Estate Services Department – Project Management (RES-D-PM) and assist in all aspects of the project including: contracting with Architectural and Engineering firm(s) to develop full Bridging Documents to a Level of Design (LOD) 200 Revit Based Design Development Package for a state-of-the-art modern EOC capturing all entity's requirements; assist with the entire County two-step, Design/Build RFQ/RFP process as Owner/Advisor including assisting in generating the specific requirements of the RFQ/RFP; participation in the Design/Build (DB) team selection process, review plans and specifications and provide a constructability report, and provide full construction management services including schedule and cost controls and closeout compliance for the Project.

The selected consultant will be required to provide an overall project schedule with critical path milestones, provide a detailed cost estimate prior to bid, manage the DB process prior to DB entity contract award, be part of the selection committee and evaluation process of the project, make recommendation for award, manage the selected DB team during construction, manage the submittals, Requests for Information (RFI's), and Change Order process for the project team, coordinate with required County departments, assist in managing the commissioning process and final close out of the project.

#### **Pre-Design Award – Phase One**

1. Act as the Owner Advisor, design and construction consultant in a design-build construction environment utilizing industry standards applicable to the project.
2. This project procurement is envisioned to be Design-Build Best Value.
3. The Owner Advisor is expected to have a working knowledge and awareness of; local building codes, environmental restrictions, regulatory agencies, and utility coordination.
4. Assist in determining project goals, challenges and constraints.
5. Contract with, and oversee, qualified professional Architectural and Engineering consultants to provide full Bridging Documents for the project. Bridging Documents deliverables shall be a Level of Design (LOD) 200 Revit Based Design Development Package.
6. Assist in defining all requirements for leading-edge information systems and design criteria for use in the County's Board Agenda Item (BAI) to solicit Design-Build teams through Request For Qualifications and Request for Proposal (RFQ/RFP) process.
7. Assist the County with RFQ/RFP and agreement in accordance with Public Contract Code.
8. Provide cost validation, establish value-based selection criteria methodology and suggested honorariums.
9. Define the turnover processes, project training, and commissioning requirements for the project.

#### **Pre-Design Award – Phase Two**

1. Assist the County in the selection process of the DB teams and support the determination of shortlisting the most highly qualified proposers. **Note: Consultant is prohibited from submitting a bid or entering into an agreement with a third party for the construction of the project. Consultant shall not affiliate with, or receive financial consideration from any third party in connection with the project, except as specifically authorized in Consultant's contract with the County of San Bernardino.**
2. Monitor and update schedule on a biweekly basis to identify project status and potential schedule slippages. Conduct progress update meetings throughout this phase.
3. Assist in assuring design submissions meet the intent of the RFP.
4. Manage the entire California Environmental Quality Act (CEQA) process for the owner with owner's CEQA consultant.
5. Attend/Facilitate the proprietary one-on-one DB team meetings and presentations and provide feedback to the County.
6. Conduct a thorough review of the plans and specifications prior to awarding the DB team contract and provide feedback and recommendations.
7. Assist in analyzing and qualifying cost estimate and cost escalation factors in current market conditions

#### **Post-Award Support**

1. Manage and assist in the DB entity's design and due diligence phase of work and participate in weekly meetings.
2. Set up and maintain project files for the construction phase in accordance with County requirements.
3. Provide consultation and advice to RESD during all phases of construction.
4. Monitor construction schedules and identify schedule slippage.
5. Review the contractor's traffic control plan.
6. Assist with all required approval processes with the City of San Bernardino and other agencies as may be required (i.e. SCAQMD).
7. Provide contract administration duties such as; submittal Quality Assurance/Quality Control (QA/QC) review, RFI review and response, change-order negotiations, schedule controls and coordination with the project engineer/project manager and with all regulatory agencies.
8. Participate in regular project meetings and progress reviews to address the various issues during construction. Represent the County at all project meetings.
9. Provide daily on-site QA/QC and progress inspections and take project photos. Provide daily report to be included along with the contractor's daily reports in the project files.
10. Provide the County with a monthly progress report including progress photos throughout the project and a synopsis of the project status and issues for each month.
11. Oversee and enforce Storm Water Pollution Prevention Plan (SWPPP) compliance. Construction Manager will NOT be the Qualified SWPPP Practitioner (QSP), but will enforce the state mandated requirements placed upon the contractor who will provide the QSP.
12. Conduct weekly construction progress meetings and prepare minutes and distribute to the affected parties.
13. Review contractors progress billing and provide recommendations for payment to the County RESD.
14. Manage and oversee commissioning phase of the project.

#### **Closeout Phase**

1. Oversee and manage the contractors Punchlist for compliance with contract plans and specification which identifies work to be completed by the contractor prior to final acceptance by the County RESD, SBCSD and EOC staff.
2. Ensure that all project requirements from DB team have been met.
3. Coordinate final project inspection and signoff of final Punchlist.
4. Review all final acceptance certificates and permitting requirements have been met.

5. Coordinate any maintenance training and provide documentation. Verify Operation and Maintenance manuals are complete and ready for turnover to County RESD.
6. Enforce final document, Record Drawings, Operation and Maintenance Manuals, turn-over items and prescribed digital information as required.

**Attachment B: Exhibits**

Exhibit #1 – Conceptual Site Diagram

Exhibit #2 – Adjacency Requirements

Exhibit #3 – Program

Exhibit #4 – Bridging Documents Deliverables

# Conceptual Site Diagram

EXHIBIT #1

PARKING COUNT	
Secure Parking	605 Stalls (Including 10 Service Vehicle Stalls)
Visitor Parking	15 Stalls
SITE AREA	6.85 acres (298,561 SF)

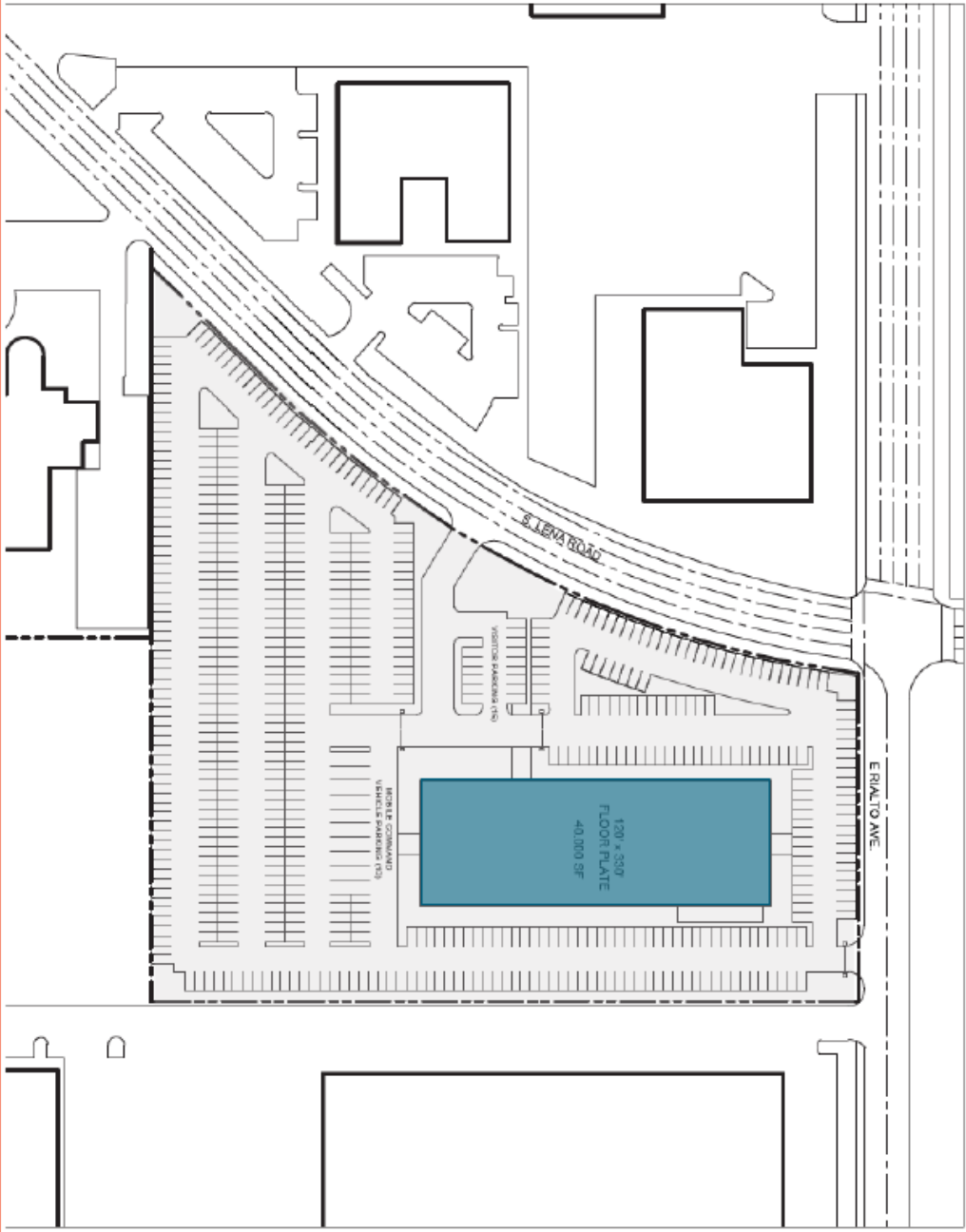
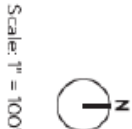


Exhibit 1

Valley Communication Center:  
Adjacency Requirements

EXHIBIT #2



Exhibit 2



Exhibit 3

Program



EXHIBIT #3

Building / Site Components	2019	
	Staff	SF
CONFIRE	21	4,270
Emergency Communication Center	252	16,708
Inland Counties Emergency Medical Agency (ICEMA)	2	275
Office of Emergency Services (OES)	173	18,193
Radio Management Facility (ISD)		250
Sheriff Admin	16	3,068
Building Services		5,766
Common Space		8,171
Equipment Requirements		3,453
Shared Support Spaces		5,759
Add for Building Gross SF		8,239
Grand Total	464	74,150

## **Exhibit 4**

### **VALLEY COMMUNICATION CENTER BRIDGING DOCUMENTS DELIVERABLES**

#### **SCHEMATIC DESIGN PHASE DELIVERABLES**

- In general drawings indicate the scale and relationship of Project components
- All plans have spaces generally defined
- Representative area plans generally graphically fixed
- Full building elevations generally graphically fixed for typical areas
- Representative wall sections drawn
- Typical floor elevator and stair plans with preliminary sections
- Representative area partition types defined
- Preliminary civil and landscape drawings
- Structural plans, foundation defined, columns sized and located, lateral design defined
- MEP/FP systems defined, major mechanical spaces fixed in plans, representative plan area coordinated, initial riser diagrams
- General statement of purpose of Schematic Design Package
- Project description
- Outline Specifications including general description of systems and finishes sufficient to meet the General Objectives of Phase
- Project performance criteria established
- Perspective sketches as required to clearly communicate the design
- Attachments and additional information as project requires
- A/V system to be programmed and sized for space requirements
- Security systems including automated access control and video surveillance systems to be programmed and sized for space requirements

#### **DESIGN DEVELOPMENT PHASE DELIVERABLES**

- Civil plans, landscape plans and architectural site plans are generally complete
- Established performance criteria for WQMPs to present to County best practice options for the most feasible, economical, and least invasive approach to water quality management
- Offsite entitlement coordination - submit general bridging documents to City for general coordination review and off site improvement requirements
- Plans generally complete
- Reflected ceiling plans of typical areas drawn and coordinated, including air space clearance requirements for building systems
- Elevations drawn with primary dimensions, notes and sections referenced
- Typical building and wall sections drawn
- Majority of partition types drawn
- Door and room finish schedules for typical areas complete
- Structural plans generally complete; columns, beams, slabs, lateral design elements scheduled, foundation and base isolation system design and criteria
- MEP/FP plans generally complete, equipment scheduled, riser diagrams generally complete
- Coordination is well underway
- A/V system fully defined and specified, including storage requirements
- Photovoltaic system fully defined including criteria, sizing, and connection path designed.
- Security systems including automated access control and video surveillance systems programming, sizing, storage capacity, integration requirements, etc.
- Transmission Tower criteria defined including proposed location, height and base elements

#### **DESIGN DEVELOPMENT DELIVERABLES CHECKLIST**

##### **PERFORMANCE CRITERIA**

- Review and confirm with the Owner project performance requirements of the project
- Update Structural Design Criteria
- Update MEP/FP Performance Criteria
- Update Building envelope performance Criteria
- Update Acoustical performance Criteria
- Update Building system durability / maintainability performance Criteria
- Aesthetic performance, cultural performance, and/or other more intangible performance
- Update Sustainability performance Criteria and goals

##### **CIVIL / SITE DESIGN**

- Coordination of utility connections, up to and including utility owner review and acceptance
- Off-site entitlement coordination- submit general bridging documents to City for general coordination



- review and off site improvement requirements
- Update Sustainability performance Criteria and goals
- Final grades and drainage finalized
- Paving patterns and site lighting delineated
- All site elements are defined
- Site plan graphically fixed and site geometry fixed
- Landscape plans indicate planting and hardscape, plant schedule complete, irrigation scope determined

## DESIGN / ARCHITECTURE

- Plans are generally graphically complete except for minor coordination
- Exterior envelope modules and primary exterior dimension strings are complete
- Representative area interior dimensioning
- Rooms labeled and numbered
- Partition types tagging generally represented
- Doors tagged
- Reflected ceiling plans for all typical and major areas of the project drawn with light fixtures and diffusers indicated
- Representative ceiling details drawn, focus on covering scope
- Structure and MEP/FP coordination well underway
- Exterior elevations are graphically complete
- All building sections are cut and structure is coordinated with the current structural drawings
- MEP/FP horizontal collection and distribution zones addressed in building sections where applicable
- Representative larger scale partial details
- Complete typical wall sections at 1/2" or 3/4" scale with notes and dimensions
- Foundation / basement sections complete
- Draft of specification sections pertaining to exterior envelope including roofing, waterproofing, aluminum & glass systems and opaque wall systems
- Vertical circulation elements, stairs, elevators and elevator cabs, are completely dimensioned and coordinated in plans and sections
- Draft of elevator and stair specifications
- Block out unit kitchens/ bathrooms, laboratory or other such spaces with casework and built-in fixtures, equipment and appliances
- Interior material selections are scheduled and/or specified
- Finish design of lobbies, amenities and other finish spaces is initiated. Draft of specifications for finish sections
- The majority of partition types are detailed (those in high finish areas may not be detailed)
- Door schedules for typical areas complete with draft of specifications for doors, frames and hardware
- Typical door details as may be required
- Typical area room finish scheduled is complete
- Interior finishes are tabulated or specified citing as much specific manufacturer, model, type, color information as possible
- Updated outline specification or prepare draft specification for finishes and doors (if preparing draft specifications must include as much project specific information as possible)

## STRUCTURAL

- All column sizes and lateral design structural elements fixed and included in architectural drawings
- All floor framing plan sheets drawn denoting slab thicknesses, any beams and showing major slab openings
- Foundation design completed
- Structural design complete with regard to wind loading and/or seismic
- Framing diagrams for all miscellaneous framing assemblies
- Structural / architectural / MEP coordination ongoing
- Draft of specification sections
- Scope of all miscellaneous structural items defined
- Slab depressions and balcony conditions addressed
- General CMU reinforcing design and loose lintels are shown
- Typical masonry design and/or other cladding interfaces reflected in typical details

## MEP / FP

- Design criteria including indoor and outdoor conditions, ventilation, air circulation, minimum exhaust, sound levels, and system diversities and building envelope thermal characteristics reaffirmed in the documents
- All riser diagrams are complete
- Typical floor(s) coordination is complete with all risers, chases and interstitial ceiling areas coordinated
- Major equipment rooms are laid out and final space requirements are confirmed
- Plans other than the typical floor are sufficiently developed giving a reasonable expectation that final coordination will not adversely impact the architectural layout, structural design, etc.
- Mechanical floor plans are nearly graphically complete with double line ductwork
- Plumbing floor plans are nearly graphically complete showing horizontal collection and distribution piping

- Coordinate mechanical, fire protection and plumbing risers with the floor plans
- Coordinate horizontal distribution of major ductwork, plumbing piping, sprinkler mains, etc. with architectural reflected ceiling plans such that the ceiling heights can be confirmed
- Locate diffusers, light fixtures and other principal devices
- There is enough coordination between the various MEP/FP disciplines to confirm interstitial spaces and large structural openings in slabs and shear walls
- Equipment cuts that are exposed to view in public areas are finalized
- For projects where DD is a preliminary GMP issue, all equipment schedules are completed and a draft technical specification needs to be prepared
- Reaffirm Energy code analysis
- Coordinate Utility requirements

#### SECURITY SYSTEMS

- Security systems including automated access control and video surveillance systems programming, sizing, storage capacity, integration requirements, etc.

#### TRANSMISSION TOWER

- Transmission Tower criteria defined including County requirements, proposed location, height and base elements

#### FURNITURE SYSTEMS

- Consoles and specialty furniture: Designed, quantified and specified

ATTACHMENT C



REVISED 3

GRIFFIN STRUCTURES FEE PROPOSAL

VALLEY COMMUNICATIONS CENTER PROJECT

COUNTY OF SAN BERNARDINO

04/28/2021

Griffin Structures’ Fee Proposal is based on all reasonable costs necessary to perform Pre-Construction and Construction Management services for the County of San Bernardino’s Valley Communications Center project. In these requisite services Griffin Structures proposes the following Not-to-Exceed Fee:

Construction Management:	\$	1,888,220
Master Architect (LPA):	\$	1,981,772
Reimbursable Expenses:	\$	150,008
Grand Total:	\$	4,020,000

Add Alternate: LEED Design Consulting	\$	47,500
---------------------------------------	----	--------

All proposed hourly rates are fully burdened and include overhead profit, taxes, and benefits. The hours identified for each individual employee and task are estimates only and are not to be construed as not to exceed hours for an individual task, phase, or time period. We reserve the right to reallocate hours between staff members, subconsultants, and tasks, in order to accomplish the overall objectives and requirements of the project.

Services are based on the attached Fee Proposal and Resource Allocation Schedule, which provides detail on the allocation of hours for services as they occur over time. Any extension of the schedule may result in additional fees in good faith negotiation with the County.

Master Architect services are based on the attached Architecture and Engineering Fee Proposal and Qualifications. Any additional services that may be required will be negotiated in good faith with the County.

APPROACH TO PROJECT STAFFING AND SCHEDULE

This proposal assumes a Notice to Proceed of June 1, 2021 and is based on the following schedule as described in the RFP and illustrated in the Resource Allocation Schedule attached:

- 1. Phase 1, Pre-Design: 10 months
- 2. Phase 2, Pre-Design Award: 6 months
- 3. Phase 3, Post-Award Support: 26 months

## APPROACH TO STAFFING AND PROJECT TEAM

To bring the highest level of efficiency and value to the County, Griffin Structures has assembled following team in accordance with the scope of work described in the RFP:

**Roger Torriero** will service as Principal in Charge for the duration of the project and will provide direction and quality assurance to the project team for a total of 552 hours. To bring value to the County, Roger's time is offered AT NO COST for a total VALUE ADDED of \$151,800

**Jon Hughes** will serve as the Project Executive for the duration of the project and will provide as-needed leadership to the team to ensure a successful delivery. Key to the success of the project will be Jon's experience working on the High Desert Public Safety Operations Center (PSOC) which allows Jon to bring critical insight to the team. For this level of service, we have allocated a total of 716 hours of Jon's time.

**Tom Ottenstein** will serve as the Program Manager and primary point of contact for the entire duration of the project. Tom will bring his considerable public safety construction experience, as well as his successful experience with the County, to bring leadership to the project on behalf of the County. For this level of service, we have allocated a total of 4220 hours of Tom's time.

**Justin DiRico** will serve as the Construction Manager for this project. In this role, Justin will serve in a supportive role helping to perform critical design reviews and in preparation for start of construction. Once construction begins, Justin will be deployed full time to the project site and serve as the on-site representative for the County. For this level of service, we have allocated a total of 4228 of Justin's time to this project.

**Dustin Alamo** will serve as the Programming Specialist for this project. Given his extensive knowledge of Public Safety programming, and his deep understanding of the organizational structure of the County, Dustin will bring considerable value to the project in validating the program and enforcing its implementation. For this level of service, we have allocated 170 hours of Dustin's time.

**Jay Helekar** will serve as the chief estimator for this project. Under Jay's leadership Griffin will perform construction cost estimates at key stages of the Bridging Document development phase, as well as serve as an estimating check against the DBE's estimates and final bid price. For this level of service, we have allocated 230 hours of Jay's time.

**LPA Design Studios** in association with **MWL Architects** will provide all necessary Architecture and Engineering to develop a biddable set of bridging documents based on the parameters set in the RFP. For a detailed breakdown of LPA's costs, please see attached Architecture and Engineering Fee Proposal.

## QUALIFICATIONS AND EXCLUSIONS

1. Hourly rates will remain fixed for the duration of the project.
2. Costs for on-site trailer rental, furniture, utilities, and sanitary facilities is excluded. It is assumed the County and/or the selected Design-Build Entity will provide suitable field office space.
3. Costs for all permits required for the project are excluded. It is assumed that the County will pay for all permitting fees, assessments, easements, school fees, and other agency or governmental fees or costs to support the design and construction the project. We have not included any permit related fees within our fee proposal. Permits will be pulled by others.

4. Costs for surveying, construction staking, environmental and hazardous materials surveys, and all environmental and hazardous materials transportation and remediation costs are excluded.
5. No Environmental monitoring services are included in this proposal and are assumed to be included in the DBE's scope of work under contract with the County.
6. Software licenses or user fees and all software training costs for specific project management software being required by either the County or their contractor(s) is excluded. For purposes of providing Document Management services, we recommend the use of "Submittal Exchange" (Oracle) the cost for which is listed in this proposal as a reimbursable expense.
7. Cost of bulk blueprinting for plans and specifications for use by the contractors and subcontractors is excluded. Funds included in reimbursable expenses are for Griffin printing costs alone.
8. Wage Compliance Program including Certified Payroll auditing, field interviews, or reporting is excluded. Based on State Law SB 854, it is assumed that the Dept. of Industrial Relations (DIR) will manage this effort at the State level. Griffin will enforce the Contractor registration requirements stipulated by the DIR.
9. Independent or third-party testing companies such as Roofing, Peer Reviews, or other specialized third-party oversight services other than those listed herein are excluded.
10. No LEED services are included in this proposal. Any service related to LEED design, specifications, applications, or LEED commissioning are excluded. Should the County wish to pursue LEED certification Griffin will negotiate a scope and fee in good faith with the County. This proposal does however provide a cost for LEED design consulting services through 100% DD, as an Add Alternate.
11. Commissioning requirements required by Cal Green (Title 24) are excluded. Griffin will manage the commissioning process, but we have not included a commissioning agent, nor development of commissioning specifications. LEED commissioning requirements are not included. Should the County choose to move forward with LEED certification, Griffin will execute a process for selecting a LEED commissioning agent.
12. This proposal includes FF&E Design & Selection for Dispatch Consoles only. No other FF&E or OS&E is included in this proposal. It is assumed the DBE scope of work will include the design, selection, procurement, coordination, and installation of all required FF&E.
13. Construction Site Security is excluded.
14. Construction Manager will review all RFI's, Submittals, and Substitutions only for completeness, approvals to be executed by the designer of record as part of the Design Build Entity. Master Architect will remain engaged in the project for reviewing of any substitution requests.
15. This proposal does not include a formal independent Inspector of Record (IOR). All County Building Dept. Permit Inspections are assumed to be performed by the County Building Dept and Public Works inspections staff.
16. This proposal includes Cost Estimates at the following stages of design: Schematic Design, 50% Design Development, and 100% Design Development. Construction Cost Estimates, when provided, are based on standard industry practice, professional experience, and knowledge of market conditions. Griffin has no control over material and labor costs, contractor's methods of establishing prices or the market and bidding conditions at the time of bid. Therefore, Griffin does not guarantee that bids received will not vary from the cost estimate provided and Griffin is not liable for any costs, liabilities, or damages incurred by the County arising from Griffin's opinion of cost, the actual project cost to the County, delays caused by events outside



the control of Griffin, or any labor or material cost increases.

17. Griffin is not responsible for any schedule delays and/or any losses, damages, or liabilities resulting therefrom that are caused by (1) events or conditions that are outside of Griffin's control or (2) the acts or omissions of parties for whom Griffin is not legally liable (collectively, "Non-Consultant Delays"). The schedule for completion will be extended for any Non-Consultant Delays. If Griffin incurs additional costs or expenses due to Non-Consultant Delays, then Griffin's fee compensation will be equitably adjusted to cover such additional costs or expenses.
18. This Proposal includes the management of the CEQA process but does not include the services of a CEQA consultant. A formal Environmental Impact Report is excluded. It is assumed this project is consistent with the City and County's General and/or Specific Plan and that any CEQA approvals will be achieved through a Mitigated Negative Declaration using County resources.
19. WQMP or SWPPP services are excluded from this proposal. It is assumed the DBE will provide the necessary design of, application for, and achieve approval by the State for any and all WQMP and SWPPP requirements. This proposal does include establishing the performance criteria for WQMP's and best practice options for inclusion in the Bridging Documents.
20. Geotechnical services are excluded from this proposal. It is assumed the County will use a Geotechnical firm from its list of On-Call consultants to perform a geotechnical investigation.
21. Griffin recommends the use of OpenSpace for providing 360 photographic documentation, the cost of which is included as a reimbursable expense.
22. Scheduling Consulting services is included as an Allowance to be utilized on an as needed basis.



County of San Bernardino  
Valley Communications Center Project  
Fee Proposal

REVISED 3

Item No.	PROJECT PHASE	PRINCIPAL IN CHARGE	PROJECT EXECUTIVE	PROGRAM MANAGER	CONSTRUCTION MANAGER	PROGRAMING SPECIALIST	ESTIMATING	MASTER ARCHITECT
		Roger Torriero \$275/hr.	Jon Hughes \$210/hr.	Tom Ottenstein \$200/hr.	Justin DiRico \$195/hr.	Dustin Alamo \$185/hr.	Jay Helekar \$165/hr.	LPA See Rate Sheet
1	PHASE 1: PRE-DESIGN	132	156	650	140	140	180	Incl
1.1	Act As Owner Advisor	Incl	Incl	Incl	Incl	Incl	-	Incl
1.2	Manage Design-Build Best Value	Incl	Incl	Incl	Incl	Incl	-	Incl
1.3	Provide Working Knowledge of Relevant Codes and Agencies	Incl	Incl	Incl	Incl	Incl	-	Incl
1.4	Assist in Determining Project Goals	Incl	Incl	Incl	Incl	Incl	-	Incl
1.5	Contract with and Oversee Architectural and Engineering	Incl	Incl	Incl	Incl	Incl	-	Incl
1.6	Assist in Defining All Project Requirements for Solicitation of Bids (RFQ/RFP)	Incl	Incl	Incl	Incl	Incl	-	Incl
1.7	Assist the County in Agreement with Public Contract Code	Incl	Incl	Incl	Incl	Incl	-	Incl
1.8	Provide Cost Validation and Best Value Criteria Methodology	Incl	Incl	Incl	Incl	Incl	Incl	Incl
1.9	Define Turnover Process, Training, and Commissioning Requirements	Incl	Incl	Incl	Incl	Incl	-	Incl
2	PHASE 2: PRE-DESIGN AWARD	72	96	568	134	10	10	Incl
2.1	Assist in Selection of DB Teams	Incl	Incl	Incl	Incl	Incl	-	Incl
2.2	Monitor and Update Project Schedule	Incl	Incl	Incl	Incl	Incl	-	Incl
2.3	Assist in Assuring Design Submissions Meet Intent of the RFP	Incl	Incl	Incl	Incl	Incl	-	Incl
2.4	Manage the CEQA Process	Incl	Incl	Incl	Incl	Incl	-	Incl
2.5	Attend/Facilitate DB Meetings and Presentations	Incl	Incl	Incl	Incl	Incl	-	Incl
2.6	Conduct Thorough Review of Plans and Specifications	Incl	Incl	Incl	Incl	Incl	-	Incl
2.7	Assist in Analyzing and Qualifying Cost Estimate and Current Market Conditions	Incl	Incl	Incl	Incl	Incl	Incl	Incl
3	PHASE 3: POST AWARD SUPPORT	312	416	2704	3588	20	40	Incl
3.1	Manage and Assist DBE's Design and Due Diligence	Incl	Incl	Incl	Incl	-	-	-
3.2	Set Up and Maintain Project Files	Incl	Incl	Incl	Incl	-	-	-
3.3	Provide Consultation and Advice to RESD	Incl	Incl	Incl	Incl	-	-	-
3.4	Monitor Construction Schedule and Identify Schedule Slippage	Incl	Incl	Incl	Incl	-	-	-
3.5	Review Contractor's Traffic Control Plan	Incl	Incl	Incl	Incl	-	-	-
3.6	Assist With All Approval Processes with City of San Bernardino and Other Agencies	Incl	Incl	Incl	Incl	-	-	-
3.7	Provide Review of DBE's QA/QC and RFI's, Change Orders, Schedule Controls etc.	Incl	Incl	Incl	Incl	Incl	Incl	Incl
3.8	Participate and Represent County in Regular Project Meetings and Progress Reviews	Incl	Incl	Incl	Incl	-	-	-
3.9	Provide Daily On-Site Quality Assurance, Take Project Photos and Provide Daily Report	Incl	Incl	Incl	Incl	-	-	-
3.10	Provide Monthly Progress Report	Incl	Incl	Incl	Incl	-	-	-
3.11	Oversee and Enforce SWPPP Compliance	Incl	Incl	Incl	Incl	-	-	-
3.12	Conduct Weekly Construction Progress Meetings	Incl	Incl	Incl	Incl	-	-	-
3.13	Review Contractor's Monthly Billing	Incl	Incl	Incl	Incl	-	-	-
3.14	Manage and Oversee Commissioning Phase	Incl	Incl	Incl	Incl	-	-	-
4	PHASE 4: CLOSEOUT PHASE	36	48	298	366	0	0	0
4.1	Oversee Punchlist and Compliance with Plans and Specifications	Incl	Incl	Incl	Incl	-	-	-
4.2	Ensure All Requirements of DBE Have Been Met	Incl	Incl	Incl	Incl	-	-	-
4.3	Coordinate Final Project Inspection and Sign Off	Incl	Incl	Incl	Incl	-	-	-
4.4	Review Final Acceptance and Permitting Requirements are Met	Incl	Incl	Incl	Incl	-	-	-
4.5	Coordinate Maintenance and Training and Documentation	Incl	Incl	Incl	Incl	-	-	-
4.6	Enforce Final Document, O&M's, and Record Drawings Turnover	Incl	Incl	Incl	Incl	-	-	-
	Total Hours	552	716	4220	4228	170	230	Total
	Subtotals	\$151,800	\$150,360	\$844,000	\$824,460	\$31,450	\$37,950	\$1,981,772
	PROJECT / CONSTRUCTION MANAGEMENT TOTAL	NO CHARGE						\$3,869,992
5	REIMBURSABLE COSTS							\$150,008
5.1	Insurance							\$30,008
5.2	Misc. Allowances							\$30,000
5.3	OpenSpace: 360 Degree Photographic Documentation							\$35,000
5.4	Submittal Exchange							\$30,000
5.5	Scheduling Analysis - 3rd Party (Allowance)							\$25,000
	GRAND TOTAL							\$4,020,000
6	ADD ALTERNATES							\$47,500
6.1	LEED Design Services (through 100% DD)							\$47,500





County of San Bernardino  
Valley Communications Center Project  
Resource Allocation Schedule  
Revised 3

PROJECT PHASE	2021												2022											
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC
PHASE 1: PRE-DESIGN																								
Program Validation																								
Schematic Design																								
County Review of Schematic																								
Design Development 50%																								
County Review of 50% DD																								
Design Development 100%																								
County Review of 100% DD																								
Board Action to Issue DBE RFQ																								
RFQ Solicitation For D/B /E																								
Board Action to Approve DBE Short List & Advise for Bid																								
PHASE 2: PRE-DESIGN AWARD																								
Design Build Entity Solicitation																								
Board Action to Award DBE Contract																								
Design Build Entity Document Review																								
PHASE 3: POST AWARD SUPPORT																								
100% Construction Documents																								

Principal In Charge - Roger Romero						18	18	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12
Project Executive - Jon Hughes						20	18	18	18	18	18	8	18	18	18	18	18	18	18	18	18	18	18
Program Manager - Tom Ottenstein						50	50	85	85	85	85	85	75	75	75	75	77	104	104	104	104	104	104
Construction Manager - Justin DiRico						20				20			40		40				44	45	45	45	45
Program Specialist -Dustin Alamo						50	50		10		10		10		10					10			
Estimating									40		100		40							10			
Principal In Charge - Roger Romero	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,500	\$ 4,500	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000
Project Executive - Jon Hughes	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,200	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 1,800	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380
Program Manager - Tom Ottenstein	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,000	\$ 10,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 13,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,000	\$ 15,400	\$ 20,400	\$ 20,400	\$ 20,400	\$ 20,400	\$ 20,400
Construction Manager - Justin DiRico	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,800	\$ -	\$ -	\$ 3,800	\$ -	\$ 7,800	\$ -	\$ 7,800	\$ -	\$ -	\$ -	\$ 8,580	\$ 8,775	\$ 8,775	\$ 8,775	\$ 8,775
Program Specialist -Dustin Alamo	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,250	\$ 8,250	\$ -	\$ 1,850	\$ -	\$ 1,850	\$ -	\$ 1,850	\$ -	\$ -	\$ -	\$ -	\$ 1,850	\$ -	\$ -	\$ -
Estimating	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,800	\$ -	\$ 8,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,850	\$ -	\$ -	\$ -
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,350	\$ 22,810	\$ 18,380	\$ 28,710	\$ 18,380	\$ 38,810	\$ 14,880	\$ 34,810	\$ 18,380	\$ 28,010	\$ 18,380	\$ 18,780	\$ 24,180	\$ 32,740	\$ 38,435	\$ 32,935

PROJECT PHASE	2023												2024												2025	
	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB
PHASE 3: POST AWARD SUPPORT Cont.																										
100% Construction Documents Cont.																										
County Review of 100% CD's																										
Plan Check																										
Construction																										
PHASE 4: CLOSEDOUT PHASE																										
Move - in																										
Commissioning and Closeout																										
MONTHLY STAFFING HOURS																										
Principal In Charge - Roger Romero	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12
Project Executive - Jon Hughes	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18	18
Program Manager - Tom Ottenstein	104	104	104	104	104	104	104	104	104	104	104	104	104	104	104	104	104	104	104	104	104	104	104	104	104	80
Construction Manager - Justin DiRico	45	45	45	50	172	172	172	172	172	172	172	172	172	172	172	172	172	172	172	172	172	172	172	172	104	80
Program Specialist -Dustin Alamo	10			10																						
Estimating				40																						
Principal In Charge - Roger Romero	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	NO CHARGE
Project Executive - Jon Hughes	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	\$ 3,380	150,380
Program Manager - Tom Ottenstein	\$ 20,400	\$ 20,400	\$ 20,400	\$ 20,400	\$ 20,400	\$ 20,400	\$ 20,400	\$ 20,400	\$ 20,400	\$ 20,400	\$ 20,400	\$ 20,400	\$ 20,400	\$ 20,400	\$ 20,400	\$ 20,400	\$ 20,400	\$ 20,400	\$ 20,400	\$ 20,400	\$ 20,400	\$ 20,400	\$ 20,400	\$ 20,400	\$ 20,400	844,000
Construction Manager - Justin DiRico	\$ 8,775	\$ 8,775	\$ 8,775	\$ 9,750	\$ 33,540	\$ 33,540	\$ 33,540	\$ 33,540	\$ 33,540	\$ 33,540	\$ 33,540	\$ 33,540	\$ 33,540	\$ 33,540	\$ 33,540	\$ 33,540	\$ 33,540	\$ 33,540	\$ 33,540	\$ 33,540	\$ 33,540	\$ 33,540	\$ 33,540	\$ 33,540	\$ 20,240	17,550
Program Specialist -Dustin Alamo	\$ 1,850	\$ -	\$ -	\$ 1,850	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimating	\$ -	\$ -	\$ -	\$ 8,800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	37,950
	\$ 34,785	\$ 32,935	\$ 32,935	\$ 42,380	\$ 57,700	\$ 57,700	\$ 57,700	\$ 57,700	\$ 57,700	\$ 57,700	\$ 57,700	\$ 57,700	\$ 57,700	\$ 57,700	\$ 57,700	\$ 57,700	\$ 57,700	\$ 57,700	\$ 57,700	\$ 57,700	\$ 57,700	\$ 57,700	\$ 57,700	\$ 57,700	\$ 44,440	\$ 38,910
																										1,888,220

ARCHITECTURE AND ENGINEERING FEE PROPOSAL  
April 15, 2021

ARCHITECTURE AND ENGINEERING SERVICES						
Discipline	Programming	Schematic Design	Design Development	Pre-Design Award Phase Two	Post Award Support	Subtotal of A&E Services
Architecture	\$ 25,000.00	\$ 279,415.00	\$ 400,270.00	\$ 30,000.00	\$ 30,000.00	\$ 764,685.00
Public Safety Architect	\$ 45,065.00	\$ 52,060.00	\$ 34,000.00			\$ 131,125.00
Interior Design		\$ 40,550.00	\$ 72,425.00			\$ 112,975.00
Signage / Graphics		Included	Included			
Codes and Accessibility Compliance		Included	Included			
Waterproofing		Included	Included			
Structural		\$ 78,220.00	\$ 115,075.00			\$ 193,295.00
Mechanical		\$ 40,550.00	\$ 72,425.00			\$ 112,975.00
Plumbing		\$ 23,175.00	\$ 41,385.00			\$ 64,560.00
Electrical		\$ 40,550.00	\$ 72,425.00			\$ 112,975.00
Low Voltage (SCS)		\$ 28,350.00	\$ 50,625.00			\$ 78,975.00
Audio Visual		\$ 17,250.00	\$ 23,000.00			\$ 40,250.00
Lighting Design		\$ 17,380.00	\$ 31,035.00			\$ 48,415.00
Security Systems (Basis of Design)		Included	Included			
Fire Alarm (Basis of Design)		Included	Included			
Building Management Systems (BOD)		Included	Included			
Landscape Architecture		\$ 40,145.00	\$ 53,220.00			\$ 93,365.00
Civil		\$ 53,530.00	\$ 70,960.00			\$ 124,490.00
Utility Coordination		Included	Included			
A&E SUBTOTAL BY PHASE	\$ 70,065.00	\$ 711,175.00	\$ 1,036,845.00	\$ 30,000.00	\$ 30,000.00	\$ 1,878,085.00
FF&E						
Furniture Design for Dispatch Consoles		\$ 28,055.00	\$ 37,950.00			\$ 66,005.00
FF&E SUBTOTAL		\$ 28,055.00	\$ 37,950.00			\$ 66,005.00
REIMBURSABLE EXPENSES						
2% of Total Fee	\$ 1,401.30	\$ 14,784.60	\$ 21,495.90	\$ 600.00	\$ 600.00	\$ 37,681.80
REIMBURSABLE EXPENSE SUBTOTAL						\$ 37,681.80
GRAND TOTAL						\$ 1,981,772
ADD ALTERNATE						
LEED Consulting		\$ 17,500.00	\$ 30,000.00			\$ 47,500.00
ADD ALTERNATE SUBTOTAL		\$ 17,500.00	\$ 30,000.00			\$ 47,500.00