



Contract Number

SAP Number

County Administrative Office

Department Contract Representative	<u>Leonard X. Hernandez</u>
Telephone Number	<u>(909) 387-5425</u>
Contractor/Artist	<u>Hood Design Studio Inc.</u>
Contractor Representative	<u>Walter J. Hood</u>
Telephone Number	<u></u>
Contract Term	<u>315 Days</u>
Original Contract Amount	<u>Not to Exceed \$1,022,120.44</u>
Amendment Amount	<u></u>
Total Contract Amount	<u></u>
Cost Center	<u>10.10.0984</u>

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, the County of San Bernardino (County) desires to retain an artist to design, fabricate and deliver to the site a specific original public artwork (Artwork) for the December 2nd Memorial (Memorial or Project) to be located on the San Bernardino County Civic Campus (Site) located at 385 N. Arrowhead Avenue, San Bernardino, California;

WHEREAS, the County conducted a competitive procurement process to find an artist and Hood Design Studio Inc. (Artist) provided a Proposal for Artist to provide the design, fabrication, and delivery of the Artwork;

WHEREAS, the County and the Artist have entered into Contract No. 20-919 for the 100% complete Design Development Documents for the Site work improvements, 100% complete Design Development Documents for the Artwork and associated electrical, landscape, irrigation and hardscape and the Project Construction Cost Estimate, effective September 30, 2020 through January 31, 2021 for \$187,500;

WHEREAS, the County and Artist continued to finalize the design development documents and Project Construction Cost Estimate under Contract No. 20-919, and per the authority granted by the Board of Supervisors to the Chief Executive Officer, the Contract term was extended by an additional two months, effective September 30, 2020 through March 31, 2021, under Amendment No. 1 to Contract No. 20-919; and

WHEREAS, the County and the Artist now desire to enter into this Contract for the Artist to fabricate the Artwork and deliver the Artwork to the Site; and

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

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

A. DEFINITIONS

A.1 ADA – Shall mean the Americans with Disabilities Act, including all rules and regulations, Title 24 of the California Building Code, and all other applicable federal, state and local disabled access legislation, as the same may be amended, modified or supplemented from time to time.

A.2 Agreement or Contract – Shall mean this agreement/contract, including all written addenda, exhibits, attachments, appendices and modifications, whether created now or in the future.

A.3 Alter or Alteration - Shall mean, with respect to the Artwork, to alter, repair, modify, remove, relocate, sell, dispose of, distort, destroy, mutilate, or deface.

A.4 Appropriate Authorities – Any private, local, municipal, county, state, regional, or federal authority, public utility or other agency.

A.5 Reserved

A.6 Artwork – Shall mean the original work of art designed and fabricated by Artist for the Site under the terms of this Contract, as described and defined in the Design Development Documents for the Artwork, in Attachment B, which is attached herein and incorporated by reference.

A.7 Artist Budget - Shall mean the maximum amount payable to Artist for the fabrication of the Artwork and the Delivery of the Artwork to the Project Site. Artist Budget includes the cost of completion of all work by Artist and Artist's sub-consultants for the complete fabrication and Delivery of Artwork. The Artist Budget shall include the costs for all fees and costs; engineering requirements; materials and labor for fabrication, including Artist and Artists' subcontractors' costs and travel; consultants, including engineers and specification writers; transportation and Delivery of Artwork to the Site for installation by General Contractor; any sales tax; warranty period; and Artist staff operation or monitoring required for the Artwork by Artist. The County's Chief Executive Officer or Chief Operating Officer are authorized to approve increases to the Artist Budget, Capital Improvements Budget or Project Budget, in a total amount not to exceed \$102,212.04, for required changes to the Project and unforeseen conditions. All increases to the Artist Budget must be in writing and signed by the County's Chief Executive Officer or Chief Operating Officer. The Artist Budget is a not to exceed amount of \$1,022,120.44 and includes a contingency of \$7,000 for the narrative plaque. The amount of the narrative plaque contingency paid to Artist will be based upon the final amount agreed upon between the Artist and County for the cost of the narrative plaque, but shall not exceed \$7,000.

A.8 Capital Improvements – Shall mean the work performed by the General Contractor hired by the County to perform the Site work improvements as further described in the Design Development Documents for the Site work as shown in Attachment E, which is attached and incorporated by reference.

A.9 Capital Improvements Budget – The budget amount that shall not be exceeded by the General Contractor in the performance of the Site work improvements without prior approval of the County. The Capital Improvements Budget is \$263,202.70. The County's Chief Executive Officer or Chief Operating Officer are authorized to approve increases to the Artist Budget, Capital Improvement Budget or Project Budget, in a total amount not to exceed \$102,212.04, for required changes to the Project and unforeseen conditions. All increases to the Capital Improvement Budget must be in writing and signed by the County's Chief Executive Officer or Chief Operating Officer.

A.10 Committee – Shall mean the San Bernardino County December 2nd Memorial Committee.

A.11 Construction Documents – Shall mean final and complete plot plans, landscape, irrigation, civil, architectural, structural, mechanical and electrical, elevations, cross-sections and other required engineering drawings, written specifications, structural and engineering calculations at 100% design completion, prepared by Artist and Artist's licensed subcontractors, setting forth in detail the design and specifications of the Artwork and Construction Documents for site work improvements which are suitable for bidding. Construction Documents shall describe and fix the location, size, materials and character of the Artwork and Site improvements with respect to plot plans, landscape, irrigation, civil, architectural, structural, mechanical and electrical systems, materials, colors, method of attachment and fabrication methods, and other such elements as may be appropriate. Construction Documents must be signed and stamped by engineering/design professionals licensed in the State of California as required by the California Building Code and any local amendments thereto.

A.12 County – The County of San Bernardino.

A.13 Delivery - Shall mean the physical movement of the Artwork to the Site and assuming physical and actual possession of the Artwork by the County for installation at the Site.

A.14 Design Development Documents – Shall mean Construction Documents and other presentation documents to describe the design in terms of the Artwork and associated electrical, landscape, irrigation and hardscape, and Construction Documents for Site work improvements not limited to plot plans, landscape, irrigation, civil, architectural, structural, mechanical and electrical systems. The Design Development Documents must be detailed enough to provide a Project Construction Cost Estimate.

A.15 General Contractor – Shall mean the general contractor hired by the County to construct the Capital Improvements for the Site.

A.16 Architect – Shall mean a California licensed architect and/or engineer, hired by the Artist to create and certify the Design Development Documents and Construction Documents, retained at Artist's sole expense.

A.17 Milestones – The Milestones identified in Attachment C are the general description of the scope of work that will be completed by Artist. Upon completion of individual Milestones Artist will be paid the identified associated payment as shown in Attachment C. The calendar days for each Milestone will be calculated from the Notice to Proceed date that will be provided by the County to Artist, in writing, following the execution of the Contract by both parties.

A.18 Proposal – Shall mean the proposed visual, aesthetic and artistic intent and design of the Artwork and Site work improvements as shown in Attachment B.

A.19 Project Construction Cost Estimate – The Artist's dated, itemized estimate, including the Itemized Categories of Work, of the entire Project's including Artwork and Site work improvements. It shall include the Artist Budget, Capital Improvement Budget and Project Budget.

A.20 Project Budget – The total budget for all portions of the Memorial including the Artist Budget and Capital Improvements Budget and the previous design contract for \$187,500 (Contract No. 20-919). The Project Budget is \$1,472,823.14 plus promenade paving removal and replacement costs. The County's Chief Executive Officer or Chief Operating Officer are authorized to approve increases to the Artist Budget, Capital Improvement Budget or Project Budget, in a total amount not to exceed \$102,212.04, for required changes to the Project and unforeseen conditions. All increases to the Project Budget must be in writing and signed by the County's Chief Executive Officer or Chief Operating Officer.

A.21 Project Responsibilities – Within the total Project Budget, the Artist shall be responsible for Design Development Documents, production of Construction Documents, fabrication of the Artwork, and the Delivery of the Artwork to the Site. Artist shall not be responsible for Artwork installation or Site improvements. Artist shall also provide the County the names of a minimum of 2-3 art installers that Artist recommends install the Artwork.

Within the total Project Budget, the County shall be responsible for contracting with a general contractor for any grading, paving, foundation work, electrical work, landscaping, Site amenities, and any other Site improvements, as described in the Design Development Documents created by Artist. The engineering, design, removal and replacement of the promenade pavement and any associated irrigation, civil, electrical or landscaping work at the sculpture location shall be the County's separate responsibility. The County, utilizing an art installer recommended by Artist, shall be responsible for Artwork installation.

A.22 Site – Shall be the San Bernardino County Civic Campus located at 385 N. Arrowhead Avenue, San Bernardino, California.

B. ARTIST RESPONSIBILITIES

Artist shall:

B.1 Fabricate the Artwork and deliver the Artwork to the Project Site within Budget (see Attachment C) and the Project Schedule, as described below and in Attachment F, which is incorporated by reference and attached hereto.

a. Fabrication, Delivery and Coordination for Installation.

i. Scope of Work: The scope of work includes the fabrication, transportation, Delivery and coordination with General Contractor for the installation of the Artwork in compliance with the Construction Documents, including, but not limited to the following:

A) Artwork Fabrication: Artist shall fabricate the Artwork as depicted and described in Attachment B including, but not limited to, the following:

1. Procure all needed materials for Artwork.
2. Review and coordinate Artwork assembly and connections with fabricators.
3. Clean and finish Artwork.
4. Deliver to Site for installation by others.
5. Review and accept Artwork delivery.

B) Require Architect to perform the following services:

1. Attend meetings as needed by the County.
2. Prepare addenda, respond to Request for Information, review submittals and shop drawings as required and provide clarification documents, interpret Construction Documents and assist County as required. The addenda drawings shall be on reproducible transparent vellum with the - Architect's professional stamp and signature and a recorded copy on a CD-R or USB. File format shall be compatible with MS-DOS and AutoCAD 14 software or newer (DWG. file format). The clarification documents shall be submitted as a reproducible hard copy and a recorded copy on CD-R compatible with MS-DOS and Microsoft Word, and as a pdf.
3. If requested, assist County with review, evaluation, and recommendations for awarding construction contracts.

C) Coordinate with General Contractor and County staff for Site Preparation for Artwork and installation of Artwork: Artist shall coordinate and partner with the County designated representative(s) for all coordination with the General Contractor, art installer and others as needed to insure that the work performed by

General Contractor and art installer will fit with and is appropriate for the work performed by Artist in order to provide the County with a complete Artwork.

1. This shall include the Artist providing the approved shop drawings of Artwork for County use to coordinate the placement of all footings, sculptures and lighting in acceptable electronic formats (AutoCAD .dwg and .pdf as soon as shop drawings are approved by Artist to facilitate County required scopes of work.
2. This shall include all needed pre-construction meetings with the General Contractor and subcontractors.
3. Separate work to be performed by General Contractor shall be as described in the Construction Documents, prepared by Artist and approved by County as shown in Attachment E.

D) Artwork Fabrication and Delivery: The transportation plan and installation plan for the Artwork shall be the responsibility of the Artist. The Artwork shall include Artist provided curtain framework in metal or other approved materials, 14 personalized colored glass panels, pre-cast concrete benches with inscriptions, and introductory text panel. - The Artist shall be responsible for transporting the Artwork to the Project Site and coordinating these efforts for timing logistics with County designated representative, General Contractor and art installer. Following installation of lighting by General Contractor, Artist will provide consultation and confirmation that the programming and light adjustment (by General Contractor) conforms to the design intent.

E) Attend Punch List walks for the Site improvements and second walk upon completion of Artwork installation with County and complete all punch list items.

1. If more than one punch list walk is required, Artist will attend as many as needed until all items resolved.

F) At County's invitation, attend the Memorial Dedication and ceremony. The County will pay for the approved reasonable travel expenses for Artist and up to two guests of Artist, but the County will not pay additional compensation to Artist for his time. The reasonable travel expenses may be approved by the Chief Executive Officer or Chief Operating Officer of the County as an increase to the Project Budget, subject to A.20 Project Budget.

G) Provide County with a written maintenance plan for all items in the Artwork, all warranties, and operation manuals for all equipment.

ii. Deliverables: Fabrication, transportation, Delivery and coordination with General Contractor for the installation of the Artwork to the complete satisfaction of County and require Architect to perform all services as identified. Completion of final Artwork to the complete satisfaction of County.

iii. Project Schedule:

- A) Unless otherwise provided in the Contract or Technical Specifications, within fourteen (14) calendar days after the start date of this Contract as stated in Section D, Artist shall submit a baseline Project Schedule for the Project for comment and approval by County. The baseline Project Schedule shall include, but not be limited to, the following:
 1. A CPM format that incorporates all activities with descriptions, sequence, logic relationships, duration estimates, resource-loading, and other information required for all pre-construction and construction activities.
 2. Activities to be integrated and shown in the CPM network shall include all milestones representing the Artist's submittal dates and activities representing the County's review period of each submittal (which review

period shall in no case be scheduled for less than 5 County working days); Artist's procurement of materials; submittals; and manufacture and/or fabrication, testing and delivery to the Site of special material.

3. Activities showing the start and finish dates for all temporary works; all construction of mock-ups, and prototypes and/or samples.
 4. Activities showing start and finish dates of owner-furnished items and interface requirements dates with other contractors; regulatory agency approvals; and permits required for the performance of the Project.
 5. Close-out activities.
 6. The schedule shall consider all foreseeable factors or risks affecting or which may affect the performance of the work, including historical and predicted weather conditions, applicable laws, regulations or collective bargaining agreements pertaining to labor, transportation, traffic, air quality, noise and any other applicable regulatory requirements.
 7. The Artist shall attach a narrative report which explains assumptions used for activity durations, its assumptions regarding crew sizes, equipment requirements and production rates, any potential areas of concern or specific areas requiring coordination it may have identified and any long-lead time materials or equipment.
 8. Time units for all schedules shall be in calendar days and no construction activity shall have a duration greater than 30 calendar days without County approval.
 9. Upon the County's approval, the Project Schedule shall be deemed to be incorporated into this Contract by reference. Any revisions or updates to the Project Schedule are subject to review and approval by the County.
- B) The County's acceptance of or its review comments about any Project Schedule or scheduling data shall not relieve Artist from its sole responsibility to plan for, perform, and complete the work as required by this Contract. Acceptance of or review comments about any Project Schedule shall not transfer responsibility for any Project Schedule to the County nor imply the County's agreement with (1) any assumption upon which such schedule is based on or (2) any matter underlying or contained in such schedule.
- C) Failure of the County to discover errors or omissions in schedules that it has reviewed, or to inform Artist that Artist, subcontractors, or others are behind schedule, or to direct or enforce procedures for complying with the Project Schedule shall not relieve Artist from its sole responsibility to perform and complete the requirements of this Contract within the required time and Artist Budget.
- D) Due Dates to be included in the Project Schedule and including Milestones 1-5 which are associated with Contract payments per Attachment C. All day durations listed below are calculated in calendar days:

A. Schedule – All activities completed 30 days after Contract execution (Contract execution date is the same as Contract effective date as show in Section D)

1. Fabrication and Delivery Schedule: 21 days after contract execution
 - a. Artist to provide Fabrication and Delivery Schedule to County 21 days after contract execution
 - b. 7 days for County review and acceptance of Fabrication and Delivery Schedule
 - i. County shall deliver completed family engagement worksheets concurrent with the County's Fabrication and Delivery Schedule acceptance.

Milestone 1: Contract Execution and Approval of Schedule by County

B. Shop Drawings – All activities completed 114 days after Contract execution

1. Artist to provide 50% shop drawings to County: 21 days after accepted Fabrication and Delivery Schedule.
 - a. Artist to provide 50% graphic design for narrative plaque, 14 glass panels, 14 family names on sculptural bench, and 14 inscriptions on sculptural bench to County for County approval concurrently with 50% shop drawings.
 - b. 7 days for County review and acceptance of 50% shop drawings and 50% graphic design.
 - c. In-Person Mock-Up Review: Artist, County project manager and Chief Executive Officer shall review mock-up at fabricator's facilities for 1 day at 50% completion of mock-up; documentation shall be sent to County for County Administrative Office's (CAO's) records.
2. Artist to provide 100% shop drawings to County: 21 days after approved 50% shop drawing submittal:
 - a. Artist to provide 100% graphic design for narrative plaque, 14 glass panels, 14 family names on sculptural bench, and 14 inscriptions on sculptural bench to County for County for approval concurrently with 100% shop drawings.
 - b. Artist to provide installation and sequencing assembly instructions to County concurrently with 100% shop drawing submittal. Due at 50 days from Milestone 1 Contract Execution.
 - c. 7 days for County review and acceptance of 100% shop drawings and 100% graphic design. Artist and County final acceptance of fabrication mock-ups concurrent with 100% shop drawing submittal.
 - d. In-Person Mock-Up Review: Artist, County project manager and Chief Executive Officer shall review mock-up at fabricator's facilities for 1 day at 100% completion of mock-up; documentation shall be sent to County for CAO's records.

Milestone 2: Completion of shop drawings and mock-up shall be 114 days from schedule acceptance.

C. Fabrication – All activities completed 285 days after Contract execution

1. Fabrication for alcoves, benches, narrative plaque, 14 glass panels, 14 family names on sculptural bench, and 14 inscriptions on sculptural bench to County for County for review. Artist to provide written and photographic documentation of 50% fabrication to County 60 days after approved 100% shop drawing acceptance by County.
 - a. 7 days for County review and acceptance of 50% fabrication
2. Artist to provide written and photographic documentation of 80% fabrication to County, including the completed fabrication of all commemorative glass panels 60 days after 50% fabrication approval by Artist and acceptance by County.
 - a. Artist to provide County the transportation and delivery plan concurrently with 80% fabrication submittal.
 - b. 7 days for County review and acceptance of 80% fabrication
3. Artist to provide written and photographic documentation of 100% fabrication to County 20 days after 80% fabrication approval by Artist and acceptance by County.

Milestone 3: Completion of 100% fabrication, approval by Artist and acceptance by County.

D. Transport and Delivery – All activities completed 300 days after Contract execution

1. Artist to transport and deliver Artwork to site: 14 days
 - a. Artist to confirm and accept Artwork delivery and confirm all materials onsite.
 - b. County will review and accept concurrently with Artist the delivery of Artwork.

Milestone 4: Delivery of Artwork to County and acceptance by Artist and County.

E. Maintenance and Dedication Ceremony – Final completion completed 315 days after Contract execution

Milestone 5: Completion by Artist of all items of work required under this Contract, except attendance at Memorial Dedication ceremony the timing of which will be determined by the County, including Artist providing consultation and confirmation that the programming and light adjustment (by General Contractor) conforms to the design intent, approval of installation of Artwork and preparation of written maintenance plan and provision of any warranty manuals.

iv. County's Review: County or County's consultant, will inspect the Artwork during the fabrication process. County may conduct periodic reviews of Artist's progress on the Artwork during regular business hours. After installation and final inspection that the Artwork has been fabricated according to the approved Construction Documents and meets all of the specifications, County shall accept the Artwork. Artist hereby expressly warrants that the Artwork, and all services and materials incorporated herein, shall conform to the Construction Documents and all of the specifications submitted in accordance with this Contract and approved by the County. The Artwork shall be subject to inspection and rejection by the County from the beginning of fabrication until final approval. An inspection by the County of any work or material shall not be deemed to be a waiver of any subsequent right of the County to inspect the Artwork and to demand correction of any subsequently discovered defect. Any work or material found to be unsatisfactory or defective shall be corrected or replaced by Artist in a timely manner. Inspection by the County, its agents or representatives, shall not relieve Artist of its obligation to furnish materials and workmanship in accordance with this Agreement. The County may reject the Artwork on the basis that the Artist has not fabricated it according to the design and Construction Documents. The County will allow the Artist one opportunity to correct the Artwork to meet the requirements of the design and Construction Documents.

- B.2** Warrants that the Artwork shall be an original work by Artist and not a reproduction of any other work.
- B.3** Fabricate the Artwork off of County premises or property.
- B.4** Remain within the Project Budget, Artist Budget and Capital Improvement Budget at all times. If Artist is unable to fabricate and deliver the Artwork to the Project Site within the approved Artist Budget, Artist will be in breach of this Agreement.
- B.5** Not use lead based paint or materials.
- B.6** At the County's discretion, the Artist shall unveil the finished and installed Artwork during the ceremony at the Site or at any other location selected by the County. For no additional

compensation and as approved by the County, Artist shall participate in media interviews for six months after the completion of the installation of the Artwork.

- B.7** Purchase and provide all labor, equipment and materials necessary for the fabrication, transportation, Delivery and coordination with General Contractor of the Artwork, except for Capital Improvement work to be performed by the General Contractor.
- B.8** Agree that any decision to remove the Artwork from the Site is within the sole discretion of the County and any decision by the County to move the Artwork shall not result in a relinquishment of the County's ownership or control of the Artwork.
- B.9** Warrant that it has sufficient expertise and experience to perform the services described in this Contract in a legal and workmanlike manner. Artist further warrants that the completed Artwork will fit and be suitable for use in the manner agreed to by the parties as contained in this Contract.
- B.10** Cooperate in good faith with the Committee and be available as reasonably necessary for consultation with the Committee, County and General Contractor during all stages of the work.
- B.11** Artist acknowledges that the final acceptance of the Artwork will be made by the sole discretion of the Chief Executive Officer or the Chief Operating Officer of the County.
- B. 12** Artist shall comply with all requirements in Attachment D.

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

This Contract is the complete expression of the entire agreement between the Parties and no additional terms exist that are not included herein. Artist 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 Artist and County.

C.3 Contract Assignability

Without the prior written consent of the County, the Contract is not assignable by Artist either in whole or in part.

C.4 Contract Exclusivity

This is not an exclusive Contract. The County reserves the right to enter into a contract with other contractors for the same or similar services.

C.5 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.6 Background Checks for Artist Personnel

Artist shall ensure that its personnel (a) are authorized to work in the jurisdiction in which they are assigned to perform Services; (d) 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, Artist shall conduct a background check, at Artist's sole expense, on all its personnel providing Services. If requested by the County, Artist shall provide the results of the background check of each individual to the County. Such background check

shall be in the form generally used by Artist 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. Artist 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 Contract personnel to any County facility.

C.7 Change of Address

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

C.8 Choice of Law

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

C.9 Compliance with County Policy

In performing the Services and while at any County facilities, Artist personnel (including sub-consultants) 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 documents listed in subsections (b), (c), and (d) (collectively, "County Policies"). County Policies, and additions or modifications thereto, may be communicated orally or in writing to Artist or Artist personnel or may be made available to Artist or Artist 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. Artist shall be responsible for the promulgation and distribution of County Policies to Artist personnel to the extent necessary and appropriate.

County shall have the right to require Artist'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.10 Confidentiality

Artist understands and agrees that, in the performance of the work or services under this Agreement or in contemplation thereof, Artist may have access to private or confidential information which may be owned or controlled by County and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to County. Artist agrees that all information disclosed by County to Artist shall be held in confidence and used only in performance of the Contract. Artist shall exercise the same standard of care to protect such information as a reasonably prudent artist would use to protect its own proprietary data. This provision will remain in force even after the termination of the Contract.

C.11 Primary Point of Contact

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

C.12 County Representative

The County Executive Officer 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 Artist. The Chief Executive Officer and Chief Operating Officer are authorized to approve changes to the Artist Budget, Capital Improvements Budget and Project

Budget as described in this Contract. All other amendments to this Contract must be approved by the Board of Supervisors.

C.13 Damage to County Property

Artist 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 Artist or its employees or agents. Such repairs shall be made immediately after Artist becomes aware of such damage, but in no event later than thirty (30) days after the occurrence.

If the Artist fails to make timely repairs, the County may make any necessary repairs. The Artist, 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 Artist from the County, as determined at the County's sole discretion.

C. 14 Debarment and Suspension

Artist certifies that neither it nor its principals or subcontracts 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>). Artist 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 Artist agrees that the Artist and the Artist'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 Artist or Artist's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

The Artist 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 Artist has with the County, if the Artist or Artist'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, Artist 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. Artist 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 Artist to use recycled paper for any printed or photocopied material created as a result of this Contract. Artist 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), Artist must be able to annually report the County's environmentally preferable purchases. Artist 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

Artist 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 Artist or officer or employee of the Artist.

C.20 Improper Consideration

Artist 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 concept proposal and award process. This prohibition shall apply to any amendment, extension or evaluation process once a contract has been awarded.

Artist shall immediately report any attempt by a County officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Artist. 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

Artist and its sub-consultants shall ensure that it has all necessary licenses, permits and/or certifications required by the laws of Federal, State, County, and municipal laws, ordinances, rules and regulations. The Artist and its sub-consultants shall maintain these licenses, permits and/or certifications in effect for the duration of this Contract. Artist 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 Artist 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

Artist 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 Artist or an agent of Artist or otherwise made available to Artist or Artist’s agent in connection with this Contract; or, (2) acquired, obtained, or learned by Artist or an agent of Artist 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 Artist 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. Unless otherwise directed by County, Artist may retain copies of such items. Artist shall retain copyright ownership in all such documents, data, products, graphics, computer programs and reports prepared by Artist pursuant to the Contract.

C.29 Reserved

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

Artist 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

Artist 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 Artist's personnel, consultants, sub-consultants, 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.

C.33 Release of Information

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

C.34 Representation of the County

In the performance of this Contract, Artist, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of the County of San Bernardino.

C.35 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.36 Subcontracting

Artist 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, Artist 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. Artist 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 Section G. All approved subcontractors shall be subject to the provisions of this Contract applicable to Artist Personnel.

For any subcontractor, Artist shall:

C.36.1 Be responsible for subcontractor compliance with the Contract and the subcontract terms and conditions; and

C.36.2 Ensure that the subcontractor follows County's reporting formats and procedures as specified by County.

C.36.3 Include in the subcontractor's subcontract substantially similar terms as are provided in Sections B. Artist 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. Artist agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct Contracts with County.

C. 37 Subpoena

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Goods or Services provided under this Contract is served upon Artist 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. Artist 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 to whom the legal process is directed, except as otherwise provided herein in connection with defense obligations by Artist for County.

C.38 Termination for Convenience

The County reserves the right to terminate the Contract, for any reason, with a ten (10) 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 Artist for services rendered and expenses reasonably incurred prior to the effective date of termination. Upon receipt of termination notice Artist shall promptly discontinue services unless the notice directs otherwise.

If the County terminates this Agreement for any reason, County shall be automatically vested with title to any Artwork produced under this Agreement up to the date of termination. Artist shall deliver any such Artwork to County in the manner, at the times, and to the extent directed by County. If termination is due to the default of Artist, County may, at its option, require Artist to refund to County any interim payments received under the Agreement; in such case, County may transfer title to the Artwork to Artist.

C.39 Time of the Essence

Time is of the essence in performance of this Contract and of each of its provisions. Artist hereby acknowledges that the timelines are of utmost importance and that they are realistic in the context of the Project as a whole. Artist agrees to provide all deliverables in accordance with the timelines specified.

C.40 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.41 Conflict of Interest

Artist shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the County. Artist shall make a reasonable effort to prevent employees, Artist, 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 Artist'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.

C.42 Former County Administrative Officials

Artist 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 Artist. 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 Artist. 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.43 Disclosure of Criminal and Civil Procedures

The County reserves the right to request the information described herein from the Artist. 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 Artist also may be requested to provide information to clarify initial responses. Negative information discovered may result in Contract termination.

Artist 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 Artist will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the Artist 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 Artist 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.44 Copyright

C.44.1 Copyright. Subject to usage rights and licenses granted to County hereunder, Artist shall retain all 17 U.S.C. §106 copyrights in all original works of authorship produced under this Agreement. Pursuant to applicable copyright law, Artist's copyright shall not extend to predominantly utilitarian aspects of the Artwork, such as landscaping elements, furnishings, or other similar objects. If Artist is comprised of two or more individual persons, the individual persons shall be deemed joint authors of the Artwork.

C.44.2 Unique. Artist warrants that the design of the Artwork is an edition of one, and that neither Artist nor Artist's agents will execute or authorize another to execute another work of the same or substantially similar image, design, dimensions and materials as the

Artwork. Artist may create works that utilize or incorporate various individual art elements that comprise the Artwork, so long as the work utilizing or incorporating such individual elements (1) does not consist predominantly of such elements (2) is not the same or substantially similar in image, design, dimensions and materials as the Artwork, and (3) is not displayed in an environment that is the same or substantially similar to the environment in which the Artwork is to be displayed at the Memorial. This warranty shall continue in effect for a period consisting of the life of Artist plus 70 years or for the duration of the Artwork's copyright protected status, whichever is longer, and shall be binding on Artist and Artist's heirs and assigns. In the case where Artist's team is comprised of two or more individual persons or a group of people, the measuring life shall be the life of the last surviving individual person comprising Artist's team. Recognizing that County has no adequate remedy at law for Artist's violation of this warranty, Artist agrees that, in the event Artist breaches this warranty, County shall be entitled to enjoin Artist's breach.

C.44.3 County's Intellectual Property License. Artist grants to County, and to County's agents, authorized contractors and assigns, an unlimited, non-exclusive and irrevocable license to do the following with respect to the Artwork, the Artwork, and any original works of authorship created under this Agreement, whether in whole or in part, in all media (including electronic and digital) throughout the universe:

(1) Implementation, Use and Display. County may use and display the Artwork (to the extent the Artwork includes graphic representations or models). To the extent the Artwork involves design elements that are incorporated by County into the design of the Memorial, County may implement such elements at the Memorial.

(2) Reproduction and Distribution. County may make and distribute, and authorize the making, display and distribution of 2-dimensional and 3-dimensional reproductions, including but not limited to photographs, calendars, tote-bags, T-shirts, coffee mugs and similar merchandise. County may use such reproductions for any County-related purpose, including advertising, educational and promotional materials, brochures, books, flyers, postcards, print, broadcast, film, electronic and multimedia publicity, and catalogues or similar publications. County shall ensure that such reproductions are made in a professional and tasteful manner, in the sole and reasonable judgment of the County

(3) Public Records Requests. Any documents provided by Artist to County are public records and County may authorize third parties to review and reproduce such documents pursuant to public records laws.

C.44.4 Third Party Infringement. The County is not responsible for any third party infringement of Artist's copyright and not responsible for protecting the intellectual property rights of Artist.

C.44.5 Credit. County shall credit Artist for the Artwork upon publication of any two or three dimensional reproductions of the Artwork. Wherever the County finds practicable, the County shall make an effort to ensure that all reproductions by County shall contain a copyright notice substantially in the following form: "Copyright (c), Artist's name, date," in such a manner and location as shall comply with the U.S. Copyright laws.

C.44.6 Publicity. County shall have the right to use Artist's name, likeness, and biographical information, in connection with the display or reproduction and distribution of the Artwork, 2-dimensional, or 3-dimensional reproductions, including all advertising and promotional materials regarding County.

C.44.7 Trademark. In the event that County's use of the Artwork creates trademark, service mark or trade dress rights in connection with the Artwork, County shall have an exclusive and irrevocable right in such trademark, service mark, or trade dress.

C.44.8 Resale Royalty. If County sells the Artwork as a fixture to real property, and if the resale value of the Artwork is not itemized separately from the value of the real property, the parties agree that the resale price of the Artwork shall be presumed to be less than the purchase price paid by County under this Agreement. Thus, County has no obligation to pay resale royalties pursuant to California Civil Code §986 or any other law requiring the payment of resale royalties. If County sells the Artwork as an individual piece, separate from or itemized as part of a real property transaction, County shall pay to Artist a resale royalty to the extent required by law, based upon the sale price of the Artwork.

C.45 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 Artist. In the event of a failure to return the documents, the County is entitled to pursue any available legal remedies. In addition, the Artist will be barred from all future solicitations, for a period of at least six (6) months.

C.46 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 Artist certifies that at the time the Contract is signed, the Artist 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.

Artist is cautioned that making a false certification may subject the Artist 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.47 Prevailing Wage Laws

By its execution of this Contract, Artist certifies that it is aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq. as well as California Code of Regulations, Title 8, Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Section 1720 of the California Labor Code states in part: "For purposes of this paragraph, 'construction' includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work." Prevailing wage will only apply to work conducted on site. If the Services/Scope of Work are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Artist agrees to fully comply with such Prevailing Wage Laws. Artist shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Artist's principal place of business and at the project site. Artist will also adhere to any other applicable requirements, including but not limited to, those regarding the employment of apprentices, travel and subsistence pay, retention and inspection of payroll records, workers compensation and forfeiture of penalties prescribed in the Labor Code for violations. Artist shall defend, indemnify and hold the County, its elected officials, officers, employees and agents free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with Prevailing Wage Laws. See Attachment A, which is attached and incorporated by reference, for additional information regarding Prevailing Wage Laws. Artist shall comply with all applicable terms and conditions in Attachment A. The applicable general prevailing wage determinations are on file with the County and are available to any interested party on request. Artist shall post a copy of the applicable prevailing wage determinations at the job site.

C. 48. Warranties

C.48.1 Warranty of Title. Artist represents and warrants that Artist is the sole author of the Artwork and that Artist is the sole owner of any and all copyrights pertaining to the Artwork. Artist further represents that the Artwork is free and clear of any liens and that there are no outstanding disputes in connection with property rights, intellectual property rights or any other rights in the Artwork or any parts of the Artwork.

C.48.2 Warranty of Workmanship. Artist represents and warrants that, for a period of five years after final acceptance, the Artwork will be free of defects in workmanship or materials, including Inherent Defects (as defined below), and that the Artwork will be executed in permanent, non-fugitive materials that will not tend to degrade or fade over long-term installation at the Site. "Inherent Defect" refers to a quality within the material or materials, which comprise the Work which, either alone or in combination, results in the tendency of the Work to destroy itself. "Inherent Defect" does not include any tendency to deteriorate that is specifically identified in the Concept Proposal. Artist shall, at Artist's sole cost and expense, remedy any defects in workmanship or materials that appear within a period of five years from the date of final acceptance of the Artwork by County within 30 days of being notified.

C.48.3 Warranty of Public Safety. Artist represents and warrants that the Artwork will not pose a danger to public health or safety in view of the possibility of misuse, if such misuse is in a manner that was reasonably foreseeable at any time during the term of this Agreement.

C.48.4 Warranty of Acceptable Standard of Display and Operation. Artist represents and warrants that:

(1) The Artwork will conform with design specifications and, where Artwork involves electronic, digital, video, mechanical, living, variable, moving or other dynamic components, the Artwork will also operate, function or perform in accordance with Artist's representations to the County without any costs beyond the final Budget for the Artwork or any additional staff assistance.

(2) Occasional or minimal cleaning and repair of the Artwork and any associated working parts and/or equipment will maintain the Work within an acceptable standard of public display;

(3) Foreseeable exposure to the elements and general wear and tear will cause the Work to experience only minor repairable damages and will not cause the Work to fall below an acceptable standard of public display; and

(4) With general routine cleaning and repair, and within the context of foreseeable exposure to the elements and general wear and tear, the Work will not experience irreparable conditions that do not fall within an acceptable standard of public display, including mold, rust, fracturing, staining, chipping, tearing, abrading and peeling.

(5) Manufacturer's Warranties. To the extent the Work incorporates products covered by a manufacturer's warranty, Artist shall provide copies of such warranties to County.

C.49 Death and Disability

In the event of any delay to the creation, execution, or completion of the Artwork arising from Artist's incapacitation, illness, or injury, the Artist shall notify the County of the expected delay and the reasons for the delay. At such a time, the County may agree to extend the completion date for the Artwork or terminate this Contract at the County's sole discretion. In the event this Contract is terminated due to Artist's inability to complete the Artwork, Artist or Artist's estate shall return any funds paid to Artist by the County.

In the event Artist is incapacitated such that Artist team is unable to work for a period exceeding a total of 30 days (whether consecutive or non-consecutive), County may, at its option,

undertake to complete and install the Artwork in Artist's absence, so long as the final Artwork is substantially similar to that designed by Artist. If County undertakes to complete the work, County shall give due consideration to Artist's suggestions, and County will identify Artist. However, Artist may disclaim authorship of the work and the County will not credit the Artist for the work. If County exercises its option to implement the Artwork in Artist's absence, any compensation paid or payable to Artist shall be reduced by the costs and expenditures of County in completion and installation of the work.

C.50 Compliance with Americans with Disabilities Act (ADA)

Artist acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through Artist, shall be accessible to the disabled public. Artist shall provide the Artwork specified in this Contract in a manner that complies with the ADA. Artist shall not discriminate against disabled persons in the provision of services, benefits or activities provided under this Agreement and further agrees that any violation of this prohibition on the part of Artist, its employees, agents or assigns will constitute a material breach of this Contract.

Artist shall take reasonable steps to ensure that the Artwork will be accessible to the disabled, with respect to the elimination of both architectural and programmatic barriers.

C.51 Title of Ownership

County shall assume ownership of the Artwork upon Delivery and shall exercise its ownership rights subject to the provisions of this Contract. The parties agree that the County's assumption of ownership shall not result in any obligation by the County to protect the Artist or her Artwork from exploitation, copying, or any other unauthorized use outside of the County's control.

C.52 Other Delay

If the creation, execution, or completion of the Artwork is delayed due to an act outside the control of the Artist, such as a fire, earthquake, or flood, the Artist shall be entitled to extend the complete date of the Artwork via written notification to the County, by the time equivalent to the period of such delay.

C.53 Instructions for Maintenance; Variable Media Guidelines; Anticipated Life Span of Artwork

Unless specifically provided in this Agreement, Artist shall not be responsible for ongoing maintenance of the Artwork. Artist shall provide the County with a General Maintenance Plan for the Artwork, with a detailed description of future anticipated maintenance requirements; a recommended maintenance schedule; anticipated and required care and/or replacement/upgrade of any part of the Artwork and associated moving parts or equipment including any staff time involved in displaying or operating Artwork and the frequency of such staff involvement; and written instructions and manufacturer's specifications for reasonably foreseeable maintenance and preservation activities relating to the Artwork. Artist shall also provide County with a description of all equipment and or machinery needed to operate the Project (if applicable) and any anticipated or required staffing, supervision or operational needs. The Artwork shall be durable, taking into consideration that the Site is an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist shall ensure that all maintenance requirements will be reasonable in terms of time and expense.

With respect to Artwork involving or incorporating electronic, digital, video, mechanical, living, variable, moving or other dynamic components ("Variable Media"), the Artist shall also provide the County with a written recommendations for translating the Artwork into new media or replacing elements of the Artwork in the event that the original medium, components and/or the Artist's installation plan become obsolete ("Variable Media Guidelines."). Although the County is not required to comply with such Variable Media Guidelines, the County may take such Guidelines into account when maintaining the Artwork or trying to preserve the integrity of the Artwork.

County is not required by this Agreement to maintain the Artwork to any particular standard. County may determine to allow the Artwork to deteriorate in accordance with the Artwork's temporary life span, if deemed appropriate by County, or if County lacks sufficient funds for required maintenance and/or conservation. If the Artwork suffers deterioration, County shall have sole discretion to determine whether to remove the Artwork from display as a result of deterioration, whether to maintain/conservate the Artwork, whether to maintain the Artwork on display despite its deteriorated condition, or whether to retain another artist to revise/maintain/alter the Artwork. Artist may elect to remove Artist's name from the Artwork if County fails to maintain or conserve the Artwork.

The anticipated life span of the Artwork is 50 years from the date of final acceptance by the County. After that time, the County in its sole discretion may re-evaluate the Artwork to determine if it retains its identity as a work of art and, if not, whether to take appropriate action, including the possibility of destroying the Artwork. If at any time the County determines that, through decay, vandalism or other forces, or at the County's sole discretion, that the Artwork has lost its integrity to the point where it should be destroyed, the County shall first offer the Artwork to Artist free of charge, except that Artist shall pay all costs associated with removal of the Artwork and shall arrange for the removal within 90 days of County's notice to Artist.

C.54 County's Ownership Rights

C.54.1 County shall preserve complete flexibility to operate and manage County property in the public's interest. Therefore, County retains the absolute right to Alter the Artwork in County's sole judgment. Including, but not limited to, County may Alter the Artwork to eliminate hazard, to comply with the ADA, to otherwise aid County in the management of its property and affairs, or through neglect or accident. If, during or after the term of this Agreement, County finds the Site to be inappropriate, County has the right to install the Artwork at an alternate location that County chooses in its sole discretion.

C.54.2 With respect to the Artwork produced under this Agreement, and in consideration of the procedures and remedies specified in this Agreement, Artist waives any and all claims, arising at any time and under any circumstances, against County, its officers, agents, employees, successors and assigns, arising under the federal Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 et seq.), and any other local, state, federal or international laws that convey rights of the same nature as those conveyed under 17 U.S.C. §106A, Cal. Civil Code §§987 et seq., or any other type of moral right protecting the integrity of works of art. If the Artwork is incorporated into a building such that the Artwork cannot be removed from the building without Alteration of the Artwork, Artist waives any and all such claims against any future owners of the Site, and its agents, officers and employees, for Alteration of the Artwork.

C.54.3 If County Alters the Artwork in a manner that is prejudicial to Artist's reputation, Artist retains the right to disclaim authorship of the Artwork in accordance with California Civil Code §987(d) and 17 U.S.C. §106A(a)(2) and to display this declaration as part of the display of the Artwork relocated or altered by the County.

C.54.4 Except as provided in this Agreement, with respect to third parties who are not officers, employees, agents, successors or assigns of County, Artist retains Artist's moral rights in the Artwork, as established in the Visual Artists Rights Act (17 U.S.C. §§106A and 113(d)), the California Art Preservation Act (Cal. Civil Code §§987 and 989), or any other local, state, federal or international moral rights laws that protect the integrity of works of art. Accordingly, nothing herein shall prevent Artist from pursuing a claim for Alteration of the Artwork against a third party who is not an officer, employee, agent, successor or assign of County. County has no obligation to pursue claims against third parties to remedy or prevent Alteration of the Artwork. However, as owner of the Artwork, County may pursue claims against third parties for damages or to restore the Artwork if the Artwork has been altered without County's authorization.

C.55 Ownership of Results and Risk of Loss

C.55.1 Title Transfer. Except in the case of early termination of this Agreement, title to the Artwork shall transfer from Artist to County upon the County's final acceptance of the Artwork.

Title transfer shall be self-executing upon County's final acceptance. Artist will cooperate in providing to County any title transfer documents County may request or require during or after the Term of this Agreement.

C.55.2 Risk of Loss. The risk of loss or damage to the Artwork shall be borne solely by Artist until delivery to Site and Artist's and County's acceptance of the Artwork items and condition of the Artwork items delivered to the Site. Artist shall take steps to protect the Artwork from loss or damage.

C.55.3 Ownership of Documents. Conceptual Design, Design Development Documents, Construction Documents, Samples, Mock-ups and all other documents prepared and submitted by Artist to the County pursuant to this Agreement shall belong to the County.

C.56 County Access to Artwork/Work and Inspection; Status Reports; Artist Availability

C.56.1 County Access to Artwork; Inspection of Work and Artwork. County shall have the right to inspect the Artwork at the Site during any phase of the Project at any time. In the event that all or part of the Artwork is created in a location other than the Site, the County shall have the right to inspect the Artwork at any phase of the Project following 48 hours written notice from the County to the Artist. The Artist shall be responsible for facilitating County's prompt access to Artist's property or the property of the Artist's subcontractors where the Artwork being fabricated.

C.56.2 Status Reports. Artist shall submit written reports regarding the status of the Work, including the Artwork, as requested by the County. The Commission shall determine the format for the content of such reports. The timely submission of all reports is a necessary and material term and condition of this Agreement.

C.56.3 Artist Availability. Artist or Artist's authorized agent shall be available at Artist's sole expense for up to three visits to San Bernardino to ensure the proper installation and operation of the Artwork. During each visit to San Bernardino, unless otherwise agreed upon by the County, the Artist's visits shall last for at least a full 8 hour day. If additional site visits are required, Artist shall be reimbursed for the cost of the trip by the County as follows:

- Federal GSA meals and lodging per diem for 2021 totaling \$172.00 per day per Artist staff.
- Cost of round trip air fare and car rental
- Hourly rate of
 - \$300 per hour for Walter Hood, Artist
 - \$200 per hour for Alma DuSolier, Studio director and Landscape Architect
 - \$150 per hour for Sarita Schreiber, Project Manager

D. TERM OF CONTRACT

This Contract is effective as of May 4, 2021 and expires upon completion of the Memorial Project and all Artist's duties and requirements under the Contract, but may be terminated earlier in accordance with provisions of this Contract.

E. COUNTY RESPONSIBILITIES

E.1 County shall pay for and obtain any building permits as required by law.

E.2 County shall take possession of the Artwork when Artist completes Delivery of the Artwork to the Site and upon the County's final acceptance of all work required under this Contract.

E.3 The County shall obtain a General Contractor to construct the Site improvements and an installer of the Artwork.

E.4 The County shall notify the Artist in the event of the need for any maintenance or restoration services of the Artwork in order to allow the Artist the reasonable opportunity to perform such work itself or supervise or consult in its performance. If Artist does not respond within 14 days to County's notification, at the sole discretion of County, then County is authorized to perform or hire a third party to

perform any needed maintenance or restoration. Artist shall have no claim against the County if the maintenance or restoration damages, changes or modifies the Artwork in any manner.

F. FISCAL PROVISIONS

F.1 The maximum amount of payment under this Contract shall not exceed \$1,022,120.44 ("Contract Amount"), unless authorized County representatives approve a change in Contract Amount that may not exceed \$102,212.04. The County Chief Executive Officer or the County Chief Operating Officer are authorized to execute on behalf of the County the change in the Contract Amount. All payments under this contract shall be pursuant to Attachment C and shall be subject to availability of funds to the County. The consideration to be paid to Artist, as provided herein, shall be in full payment for all Artist's services and expenses incurred in the performance hereof, including travel and per diem, except for travel to the Memorial Dedication and ceremony as stated in Section B.1(a)(i)(F).

F.2 Payment for Artist's complete and satisfactory performance of all requirements under this Contract shall be as stated in Attachment C.

F.3 Artist shall accept all payments from County via electronic funds transfer (EFT) directly deposited into the Artist's designated checking or other bank account. Artist shall promptly comply with directions and accurately complete forms provided by County required to process EFT payments.

F.4 Artist shall provide County itemized Milestone invoices, in arrear, and in a format acceptable to the County for Services performed under this Contract. Invoices shall be provided within twenty (20) days of the completion of the identified Milestones as described in Attachment C. The Artist shall submit the invoice using the American Institute of Architects (AIA) Document G702 and G703 Application and Certification for Payment & Continuation Sheet(s) – 1992 Edition forms, which tie the payment to the Schedule of Values and percentages of work completed. Various scope items shall be broken down and listed by line item on continuation sheets, which shall tie to a Schedule of Values for the Project. Forms and instructions may be obtained through the AIA website. The County will not pay Milestone payments for portions of work completed. County payment will be based upon completion of the Milestone schedule. Along with submittal of itemized Milestone invoices, Artist shall submit evidence of Milestone work completed for which payment is being requested. Appropriate evidence includes, but is not limited to, photographs, drawings, plans, digital files, bill of lading, invoices, receipts, description of work completed, etc. The County shall make payment to Artist within thirty (30) days after receipt of invoice or the resolution of any billing dispute. In no event shall County be liable for interest or late charges for late payments.

F.5 County is exempt from Federal excise taxes and no payment shall be made for any personal property taxes levied on Artist 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.5.1 California Sales Tax

The Artwork or original work of art has tax relief under Regulation 1586, Works of Art and Museum Pieces for Public Display. If the Artist submits a letter from the California Department of Tax and Fee Administration to the County's representative explaining the California Sales and Use Tax Law with respect to the sale of original works of art, the County can issue the Artist an Exemption Certificate as specified in Regulation 1667.

F.6 The Artwork to be completed by Artist is unique and personal to the Artist and may not be capable of completion by anyone other than Artist. Therefore, if Artist fails to complete the requirements of this Contract, the Artist shall return all payments made under this Contract to the County within 30 days of a written demand for return of payments by the County.

- F.7** Artist 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, Artist is encouraged to utilize local transportation services, including but not limited to, the Ontario International Airport.
- F.8** Payment does not imply acceptance of Artwork. The granting of any payment by County, or the receipt thereof by Artist, shall in no way lessen the liability of Artist to replace unsatisfactory work, equipment, or materials although the unsatisfactory character of such work, equipment or materials may not have been apparent or detected at the time such payment was made. Materials, equipment, components, or workmanship that does not conform to the requirements of this Agreement may be rejected by County and in such case must be replaced by Artist without delay.

G. INDEMNIFICATION AND INSURANCE REQUIREMENTS

G.1 Indemnification

The Artist agrees to indemnify 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 indemnitees. The Artist's 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. The Artist shall not be responsible for the attorney's fees and costs to defend the County.

Copyright infringement. Artist shall also indemnify, defend and hold harmless all Indemnitees from all suits or claims for infringement of the patent rights, copyright, trade secret, trade name, trademark, service mark, or any other proprietary right of any person or persons in consequence of the use by the County, or any of its boards, commissions, officers, or employees of articles or services to be supplied in the performance of Artist's services under this Agreement. Infringement of patent rights, copyrights, or other proprietary rights in the performance of this Agreement, if not the basis for indemnification under the law, shall nevertheless be considered a material breach of contract.

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

The Artist 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 the Artist and Artist's employees or agents from waiving the right of subrogation prior to a loss or claim. The Artist 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

The Artist 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 the Artist and the County or between the County and any other insured or additional insured under the policy.

G.6 Proof of Coverage

The Artist 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 Artist shall maintain such insurance from the time Artist commences performance of services hereunder until the completion of such services. Within fifteen (15) days of the commencement of this contract, the Artist 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, the County has the right but not the obligation or duty to cancel the contract or obtain insurance if it deems necessary and any premiums paid by the County will be promptly reimbursed by the Artist or County payments to the Artist will be reduced to pay for County purchased insurance.

G.10 Insurance Review

Insurance requirements are subject to periodic review by the 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 the 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 the 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. Artist agrees to execute any such amendment within thirty (30) days of receipt.

Any failure, actual or alleged, on the part of the 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 the County.

G.11 The Artist agrees to provide insurance set forth in accordance with the requirements herein. If the Artist uses existing coverage to comply with these requirements and that coverage does not

meet the specified requirements, the Artist agrees to amend, supplement or endorse the existing coverage to do so.

Without in anyway affecting the indemnity herein provided and in addition thereto, the Artist 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 Artist and all risks to such persons under this contract.

If Artist 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 Artists 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 – The Artist shall carry General Liability Insurance covering all operations performed by or on behalf of the Artist providing coverage for bodily injury and property damage with a combined single limit of not less than three million dollars (\$3,000,000), per occurrence. The policy coverage shall include:

- a. Premises operations and mobile equipment.
- b. Products and completed operations.
- c. Broad form property damage (including completed operations).
- d. Explosion, collapse and underground hazards.
- e. Personal injury.
- f. Contractual liability.

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 three million dollars (\$3,000,000) for bodily injury and property damage, per occurrence.

If the Artist 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 a. Professional Liability Insurance – Professional Liability Insurance with limits of not less than one million (\$1,000,000) per claim or occurrence and two million (\$2,000,000) aggregate limits

or

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

b. 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 Subcontractor Insurance Requirements - The Artist agrees to require all parties or subcontractors it hires or contracts with related to the performance of this contract to provide insurance covering the contracted operations with the basic requirements for all contracts and the insurance specifications for all contracts (including waiver of subrogation rights) stated above, and naming the County and District as additional insureds. The Artist agrees to monitor and review all such coverage and assumes all responsibility ensuring that such coverage is provided as required here.

H. RIGHT TO MONITOR AND AUDIT

H.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 Artist in the delivery of services provided under this Contract. Artist shall give full cooperation, in any auditing or monitoring conducted. Artist 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.

H.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 this Contract or until all pending County, State and Federal audits are completed, whichever is later.

I. CORRECTION OF PERFORMANCE DEFICIENCIES AND LIQUIDATED DAMAGES

I.1 Failure by Artist to comply with any of the provisions, covenants, requirements or conditions of this Contract shall be a material breach of this Contract.

I.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 Artist thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of County; and/or
- b. Discontinue reimbursement to Artist for and during the period in which Artist is in breach, which reimbursement shall not be entitled to later recovery; and/or
- c. Withhold funds pending duration of the breach; and/or
- d. Offset against any monies billed by Artist but yet unpaid by County those monies disallowed pursuant to Item "b" of this paragraph; and/or
- e. Terminate this Contract immediately and be relieved of the payment of any consideration to Artist. In the event of such termination, the County may proceed with the work in any manner deemed proper by the County. The cost to the County shall be deducted from any sum due to the Artist under this Contract and the balance, if any, shall be paid by the Artist upon demand.

I.3 Liquidated Damages

- a. County and Artist recognize that time is of the essence in this Agreement and that the County may suffer financial loss, including but not limited to, the loss of grant funds, additional contract administration expenses, and loss of public use if the Artwork is not completed within the time stated in this Agreement.

- b. Artist and County agree to liquidate damages with respect to Artist's failure to achieve completion of the Artwork within the time stated in this Agreement. The Parties intend for the liquidated damages set forth herein to apply to this Contract as set forth in Government Code Section 53069.85. Artist acknowledges and agrees that the liquidated damages are intended to compensate County solely for Artist's failure to meet the deadline and shall not excuse Artist from liability from any other breach, including any failure of the Artwork to conform to the requirements of the Contract. The Parties acknowledge that Artist shall not be assessed liquidated damage for delays caused by third parties, not within the control of Artist, such as the general contractor. If there is a delay due to Artist's rejection of material from Artist's fabricator caused by quality of materials issues, the parties agree to mutually meet and confer over the quality and delay issues. Any time spent during the meet and confer process will not be included in any calculation of delay for the imposition of liquidated damages.
- c. In the event that Artist fails to achieve the following Milestone, Artist agrees to pay County the following amounts for each calendar day that each Milestone is delayed:

Milestone - Final completion of all items of work required under this Contract shall be completed by **315 calendar days after the start date of this Contract as stated in Section D**. If Artist fails to complete all items of work under this Contract within **90 days** after **315 calendar days** after the start date of this Contract as stated in Section D, the County shall impose liquidated damages of \$500.00 per calendar day.

Artist initial here: _____

- d. Artist acknowledges and agrees that the foregoing liquidated damages have been set based on an evaluation by County of damages that it will incur in the event of the late completion of the Artwork. Artist and County agree that because of the nature of the Project it would be impractical or extremely difficult to fix the amount of actual damages incurred by the County due to a delay in completion of the Artwork. Accordingly, the County and Artist have agreed to such liquidated damages to fix costs and to avoid later disputes. It is understood and agreed by Artist that any liquidated damages payable pursuant to this Agreement are not a penalty and that such amounts are not manifestly unreasonable under the circumstances existing as of the effective date of this Agreement.

Artist initial here: _____

- e. It is further mutually agreed that County shall have the right to deduct liquidated damages against payments to Artist. In the event the remaining unpaid amounts due under this Contract is insufficient to cover the full amount of liquidated damages, Artist shall pay the difference to County.

Artist initial here: _____

J. FORCE MAJEURE

County and the Artist shall not be in default under this Agreement in the event that the services provided by the County or the Artist are temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, acts of terrorism, civil disturbances, insurrection, explosion, pandemics, quarantines, acts of God, acts of government or governmental restraint, and natural disasters such as floods, earthquakes, landslides, fires, severe weather or other catastrophic events which are beyond the reasonable control of the County or the Artist and which the County or the Artist could not reasonably be expected to have prevented or controlled. If either party seeks to invoke force majeure, notice (in accordance with section K of this Agreement) shall be given to the other party within 7 business days of the event that directly causes the impossibility or impracticability to perform.

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:

County of San Bernardino
County Administrative Office
Attn: Leonard X. Hernandez
385 N. Arrowhead Ave., Fifth Floor
San Bernardino, CA 92415

Hood Design Studio Inc.
Attn: Walter J. Hood
3016 Filbert Street #02
Oakland, CA 94608

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

L. 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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M. ENTIRE AGREEMENT

This Contract, including Attachments A through F, 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.

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

COUNTY OF SAN BERNARDINO

HOOD DESIGN STUDIO INC.

(Print or type name of corporation, company, contractor, etc.)



Curt Hagman, Chairman, Board of Supervisors

By _____
(Authorized signature - sign in blue ink)

Dated: _____

Name _____
(Print or type name of person signing contract)

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

Title _____
(Print or Type)

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

By _____
Deputy

Dated: _____

Address _____

FOR COUNTY USE ONLY

Approved as to Legal Form

Reviewed for Contract Compliance

Reviewed/Approved by Department



Julie J. Surber, Principal Asst. County
Counsel



Date _____

Date _____

Date _____

ATTACHMENT A

PREVAILING WAGE REQUIREMENTS

A. All or a portion of the Scope of Work in the Contract requires the payment of prevailing wages and compliance with the following requirements:

1. Determination of Prevailing Rates:

Pursuant to Labor Code sections 1770, et seq., the County has obtained from the Director of the Department of Industrial Relations (DIR) pursuant to the California Labor Code, the general prevailing rates of per diem wages and the prevailing rates for holiday and overtime work in the locality in which the Scope of Work is to be performed. Copies of said rates are on file with the County, will be made available for inspection during regular business hours, may be included elsewhere in the specifications for the Scope of Work, and are also available online at www.dir.ca.gov. The wage rate for any classification not listed, but which may be required to execute the Scope of Work, shall be commensurate and in accord with specified rates for similar or comparable classifications for those performing similar or comparable duties. In accordance with Labor Code section 1773.2, the Artist shall post, at appropriate and conspicuous locations on the job site, a schedule showing all applicable prevailing wage rates and shall comply with the requirements of Labor Code sections 1773, et seq.

2. Payment of Prevailing Rates

Each worker of the Artist, or any subcontractor, engaged in the Scope of Work whose work takes place on site and qualifies for prevailing wage, shall be paid not less than the general prevailing wage rate, regardless of any contractual relationship which may be alleged to exist between the Artist or any subcontractor, and such worker.

3. Prevailing Rate Penalty

The Artist shall, as a penalty, forfeit two hundred dollars (\$200.00) to the County for each calendar day or portion thereof, for each worker paid less than the prevailing rates as determined by the Director of the DIR for such work or craft in which such worker is employed by the Artist or by any subcontractor in connection with the Scope of Work. Pursuant to California Labor Code section 1775, the difference between such prevailing wage rates and the amount paid to each worker for each calendar day, or portion thereof, for which each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Artist.

4. Ineligible Contractors:

Pursuant to the provisions of Labor Code section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a contractor or subcontractor on a public works project. This list of debarred contractors is available from the DIR website at <http://www.dir.ca.gov/Public-Works/PublicWorks.html>. Any contract entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract, and any public money that may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the County. The Artist shall be responsible for the payment of wages to workers as a debarred subcontractor who has been allowed to work on the Scope of Work.

5. Payroll Records:

a. Pursuant to California Labor Code section 1776, the Artist and each subcontractor, shall keep accurate certified payroll records, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker or other employee employed by them in connection with the Scope of Work. The payroll records enumerated herein shall be verified by a written declaration made under penalty of perjury that the information contained in the payroll record is true and correct and that the Artist or subcontractor has complied with the requirements of the California Labor Code sections 1771, 1811, and 1815 for any Scope of Work performed by his or her employees. The payroll records shall be available for inspection at all reasonable hours at the principal office of the Artist on the following basis:

- i. A certified copy of an employee's payroll record shall be made available for inspection or furnished to such employee or his/her authorized representative on request;
- ii. A certified copy of all payroll records shall be made available for inspection or furnished upon request to the County, the Division of Labor Standards Enforcement of the DIR;
- iii. A certified copy of payroll records shall be made available upon request to the public for inspection or copies thereof made; provided, however, that a request by the public shall be made through either the County or the Division of Labor Standards Enforcement. If the requested payroll records have not been previously provided to the County or the Division of Labor

Standards Enforcement, the requesting party shall, prior to being provided the records, reimburse the cost of preparation by the Artist, subcontractor and the entity through which the request was made; the public shall not be given access to such records at the principal office of the Artist;

- iv. The Artist shall file a certified copy of the payroll records with the entity that requested such records within ten (10) days after receipt of a written request; and
 - v. Copies provided to the public, by the County or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Artist or any subcontractor, performing a part of the Scope of Work shall not be marked or obliterated. The Artist shall inform the County of the location of payroll records, including the street address, city and county and shall, within five (5) working days, provide a notice of a change of location and address.
- b. The Artist shall have ten (10) days from receipt of the written notice specifying in what respects the Artist must comply with the above requirements. In the event Artist does not comply with the requirements of this section within the ten (10) day period, the Artist shall, as a penalty to the County, forfeit one-hundred dollars (\$100.00) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Labor Standards Enforcement, such penalty shall be withheld from any portion of the payments then due or to become due to the Artist.

6. Limits on Hours of Work:

Pursuant to California Labor Code section 1810, eight (8) hours of labor shall constitute a legal day's work. Pursuant to California Labor Code section 1811, the time of service of any worker employed at any time by the Artist or by a subcontractor, upon the Scope of Work or upon any part of the Scope of Work, is limited and restricted to eight (8) hours during any one calendar day and forty (40) hours during any one calendar week, except as provided for under Labor Code section 1815. Notwithstanding the foregoing provisions, work performed by employees of Artist or any subcontractor, in excess of eight (8) hours per day and forty (40) hours during any one week, shall be permitted upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half (1½) times the basic rate of pay.

7. Penalty for Excess Hours:

The Artist shall pay to the County a penalty of twenty-five dollars (\$25.00) for each worker employed on the Scope of Work by the Artist or any subcontractor, for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and forty (40) hours in any one calendar week, in violation of the provisions of the California Labor Code, unless compensation to the worker so employed by the Artist is not less than one and one-half (1½) times the basic rate of pay for all hours worked in excess of eight (8) hours per day.

8. Senate Bill 854 (Chapter 28, Statutes of 2014) and Senate Bill 96 (Chapter 28, Statutes of 2017) Requirements:

- a. Artist shall comply with Senate Bill 854 and Senate Bill 96. The requirements include, but are not limited to, the following:
- i. No contractor or subcontractor may be listed on a bid proposal (submitted on or after March 1, 2015) for a public works project unless registered with the DIR pursuant to Labor Code section 1725.5, with limited exceptions from this requirements for bid purposes only as allowed under Labor Code section 1771.1(a).
 - ii. No contractor or subcontractor may be awarded a contract for public work or perform work on a public works project (awarded on or after April 1, 2015) unless registered with the DIR pursuant to Labor Code section 1725.5.
 - iii. This project is subject to compliance monitoring and enforcement by the DIR.
 - iv. As required by the DIR, Artist is required to post job site notices, as prescribed by regulation, regarding compliance monitoring and enforcement by the DIR.
 - v. Contractors and all subcontractors must submit certified payroll records online to the Labor Commissioner for all new public works projects issued on or after April 1, 2015, and for all public works projects, new or ongoing, on or after January 1, 2016.
 - 1) The certified payroll must be submitted at least monthly to the Labor Commissioner.
 - 2) The County reserves the right to require Artist and all subcontractors to submit certified payroll records more frequently than monthly to the Labor Commissioner.
 - 3) The certified payroll records must be in a format prescribed by the Labor Commissioner.
 - vi. Registration with the DIR and the submission of certified payroll records to the Labor Commissioner are not required if the public works project is \$25,000 or less when the project is for construction, alteration, demolition, installation or repair work, or if the public works project is \$15,000 or less when the project is for maintenance work.

b. Labor Code section 1725.5 states the following:

"A contractor shall be registered pursuant to this section to be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any public work contract that is subject to the requirements of this chapter. For the purposes of this section, "contractor" includes a subcontractor as defined by Section 1722.1.

(a) To qualify for registration under this section, a contractor shall do all of the following:

(1) (A) Register with the Department of Industrial Relations in the manner prescribed by the department and pay an initial nonrefundable application fee of four hundred dollars (\$400) to qualify for registration under this section and an annual renewal fee on or before July 1 of each year thereafter. The annual renewal fee shall be in a uniform amount set by the Director of Industrial Relations, and the initial registration and renewal fees may be adjusted no more than annually by the director to support the costs specified in Section 1771.3.

(B) Beginning June 1, 2019, a contractor may register or renew according to this subdivision in annual increments up to three years from the date of registration. Contractors who wish to do so will be required to prepay the applicable nonrefundable application or renewal fees to qualify for the number of years for which they wish to preregister.

(2) Provide evidence, disclosures, or releases as are necessary to establish all of the following:

(A) Workers' compensation coverage that meets the requirements of Division 4 (commencing with Section 3200) and includes sufficient coverage for any worker whom the contractor employs to perform work that is subject to prevailing wage requirements other than a contractor who is separately registered under this section. Coverage may be evidenced by a current and valid certificate of workers' compensation insurance or certification of self-insurance required under Section 7125 of the Business and Professions Code.

(B) If applicable, the contractor is licensed in accordance with Chapter 9 (commencing with Section 7000) of the Business and Professions Code.

(C) The contractor does not have any delinquent liability to an employee or the state for any assessment of back wages or related damages, interest, fines, or penalties pursuant to any final judgment, order, or determination by a court or any federal, state, or local administrative agency, including a confirmed arbitration award. However, for purposes of this paragraph, the contractor shall not be disqualified for any judgment, order, or determination that is under appeal, provided that the contractor has secured the payment of any amount eventually found due through a bond or other appropriate means.

(D) The contractor is not currently debarred under Section 1777.1 or under any other federal or state law providing for the debarment of contractors from public works.

(E) The contractor has not bid on a public works contract, been listed in a bid proposal, or engaged in the performance of a contract for public works without being lawfully registered in accordance with this section, within the preceding 12 months or since the effective date of the requirements set forth in subdivision (e), whichever is earlier. If a contractor is found to be in violation of the requirements of this paragraph, the period of disqualification shall be waived if both of the following are true:

(i) The contractor has not previously been found to be in violation of the requirements of this paragraph within the preceding 12 months.

(ii) The contractor pays an additional nonrefundable penalty registration fee of two thousand dollars (\$2,000).

(b) Fees received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(c) A contractor who fails to pay the renewal fee required under paragraph (1) of subdivision (a) on or before the expiration of any prior period of registration shall be prohibited from bidding on or engaging in the performance of any contract for public work until once again registered pursuant to this section. If the failure to pay the renewal fee was inadvertent, the contractor may renew its registration retroactively by paying an additional nonrefundable penalty renewal fee equal to the amount of the renewal fee within 90 days of the due date of the renewal fee.

(d) If, after a body awarding a contract accepts the contractor's bid or awards the contract, the work covered by the bid or contract is determined to be a public work to which Section 1771 applies, either as the result of a determination by the director pursuant to Section 1773.5 or a court decision, the requirements of this section shall not apply, subject to the following requirements:

- (1) The body that awarded the contract failed, in the bid specification or in the Construction Documents, to identify as a public work that portion of the work that the determination or decision subsequently classifies as a public work.
- (2) Within 20 days following service of notice on the awarding body of a determination by the Director of Industrial Relations pursuant to Section 1773.5 or a decision by a court that the contract was for public work as defined in this chapter, the contractor and any subcontractors are registered under this section or are replaced by a contractor or subcontractors who are registered under this section.
- (3) The requirements of this section shall apply prospectively only to any subsequent bid, bid proposal, contract, or work performed after the awarding body is served with notice of the determination or decision referred to in paragraph (2).
- (e) The requirements of this section shall apply to any bid proposal submitted on or after March 1, 2015, to any contract for public work, as defined in this chapter, executed on or after April 1, 2015, and to any work performed under a contract for public work on or after January 1, 2018, regardless of when the contract for public work was executed.
- (f) This section does not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

c. Labor Code section 1771.1 states the following:

- "(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.
- (b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.
- (c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:
- (1) The subcontractor is registered prior to the bid opening.
 - (2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
 - (3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.
- (d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.
- (e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.
- (f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.
- (g) If the Labor Commissioner or his or her designee determines that a contractor or subcontractor engaged in the performance of any public work contract without having been registered in accordance with this section, the contractor or subcontractor shall forfeit, as a civil penalty to the state, one hundred dollars (\$100) for each day of work performed in violation of the registration requirement, not to exceed an aggregate penalty of eight thousand dollars (\$8,000) in addition to any penalty registration fee assessed pursuant to clause (ii) of subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.
- (h)(1) In addition to, or in lieu of, any other penalty or sanction authorized pursuant to this chapter, a higher tiered public works contractor or subcontractor who is found to have entered into a subcontract with an unregistered lower tier subcontractor to perform any public work in violation of the requirements of Section 1725.5 or this section shall be subject to forfeiture, as a civil penalty to the state, of one hundred

dollars (\$100) for each day the unregistered lower tier subcontractor performs work in violation of the registration requirement, not to exceed an aggregate penalty of ten thousand dollars (\$10,000).

(2) The Labor Commissioner shall use the same standards specified in subparagraph (A) of paragraph (2) of subdivision (a) of Section 1775 when determining the severity of the violation and what penalty to assess, and may waive the penalty for a first time violation that was unintentional and did not hinder the Labor Commissioner's ability to monitor and enforce compliance with the requirements of this chapter.

(3) A higher tiered public works contractor or subcontractor shall not be liable for penalties assessed pursuant to paragraph (1) if the lower tier subcontractor's performance is in violation of the requirements of Section 1725.5 due to the revocation of a previously approved registration.

(4) A subcontractor shall not be liable for any penalties assessed against a higher tiered public works contractor or subcontractor pursuant to paragraph (1). A higher tiered public works contractor or subcontractor may not require a lower tiered subcontractor to indemnify or otherwise be liable for any penalties pursuant to paragraph (1).

(i) The Labor Commissioner or his or her designee shall issue a civil wage and penalty assessment, in accordance with the provisions of Section 1741, upon determination of penalties pursuant to subdivision (g) and subparagraph (B) of paragraph (1) of subdivision (h). Review of a civil wage and penalty assessment issued under this subdivision may be requested in accordance with the provisions of Section 1742. The regulations of the Director of Industrial Relations, which govern proceedings for review of civil wage and penalty assessments and the withholding of contract payments under Article 1 (commencing with Section 1720) and Article 2 (commencing with Section 1770), shall apply.

(j)(1) Where a contractor or subcontractor engages in the performance of any public work contract without having been registered in violation of the requirements of Section 1725.5 or this section, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered contractor or the unregistered subcontractor on all public works until the unregistered contractor or unregistered subcontractor is registered. The stop order shall not apply to work by registered contractors or subcontractors on the public work.

(2) A stop order may be personally served upon the contractor or subcontractor by either of the following methods:

(A) Manual delivery of the order to the contractor or subcontractor personally.

(B) Leaving signed copies of the order with the person who is apparently in charge at the site of the public work and by thereafter mailing copies of the order by first class mail, postage prepaid to the contractor or subcontractor at the address at one of the following:

(i) The address of the contractor or subcontractor on file with either the Secretary of State or the Contractors' State License Board.

(ii) If the contractor or subcontractor has no address on file with the Secretary of State or the Contractors' State License Board, the address of the site of the public work.

(3) The stop order shall be effective immediately upon service and shall be subject to appeal by the party contracting with the unregistered contractor or subcontractor, by the unregistered contractor or subcontractor, or both. The appeal, hearing, and any further review of the hearing decision shall be governed by the procedures, time limits, and other requirements specified in subdivision (a) of Section 238.1.

(4) Any employee of an unregistered contractor or subcontractor who is affected by a work stoppage ordered by the commissioner pursuant to this subdivision shall be paid at his or her regular hourly prevailing wage rate by that employer for any hours the employee would have worked but for the work stoppage, not to exceed 10 days.

(k) Failure of a contractor or subcontractor, owner, director, officer, or managing agent of the contractor or subcontractor to observe a stop order issued and served upon him or her pursuant to subdivision (j) is guilty of a misdemeanor punishable by imprisonment in county jail not exceeding 60 days or by a fine not exceeding ten thousand dollars (\$10,000), or both.

(l) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015. This section shall also apply to the performance of any public work, as defined in this chapter, on or after January 1, 2018, regardless of when the contract for public work was entered.

(m) Penalties received pursuant to this section shall be deposited in the State Public Works Enforcement Fund established by Section 1771.3 and shall be used only for the purposes specified in that section.

(n) This section shall not apply to work performed on a public works project of twenty-five thousand dollars (\$25,000) or less when the project is for construction, alteration, demolition, installation, or repair work or to work performed on a public works project of fifteen thousand dollars (\$15,000) or less when the project is for maintenance work."

d. Labor Code section 1771.4 states the following:

“a) All of the following are applicable to all public works projects that are otherwise subject to the requirements of this chapter:

(1) The call for bids and Construction Documents shall specify that the project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(2) The awarding body shall post or require the prime contractor to post job site notices, as prescribed by regulation.

(3) Each contractor and subcontractor shall furnish the records specified in Section 1776 directly to the Labor Commissioner, in the following manner:

(A) At least monthly or more frequently if specified in the contract with the awarding body.

(B) In a format prescribed by the Labor Commissioner.

(4) If the contractor or subcontractor is not registered pursuant to Section 1725.5 and is performing work on a project for which registration is not required because of subdivision (f) of Section 1725.5, the unregistered contractor or subcontractor is not required to furnish the records specified in Section 1776 directly to the Labor Commissioner but shall retain the records specified in Section 1776 for at least three years after completion of the work.

(5) The department shall undertake those activities it deems necessary to monitor and enforce compliance with prevailing wage requirements.

(b) The Labor Commissioner may exempt a public works project from compliance with all or part of the requirements of subdivision (a) if either of the following occurs:

(1) The awarding body has enforced an approved labor compliance program, as defined in Section 1771.5, on all public works projects under its authority, except those deemed exempt pursuant to subdivision (a) of Section 1771.5, continuously since December 31, 2011.

(2) The awarding body has entered into a collective bargaining agreement that binds all contractors performing work on the project and that includes a mechanism for resolving disputes about the payment of wages.

(c) The requirements of paragraph (1) of subdivision (a) shall only apply to contracts for public works projects awarded on or after January 1, 2015.

(d) The requirements of paragraph (3) of subdivision (a) shall apply to all contracts for public work, whether new or ongoing, on or after January 1, 2016.”

B. STATE PUBLIC WORKS APPRENTICESHIP REQUIREMENTS

1. State Public Works Apprenticeship Requirements:

- a. The Artist is responsible for compliance with Labor Code section 1777.5 and the California Code of Regulations, title 8, sections 230 – 230.2 for all apprenticeable occupations (denoted with “#” symbol next to craft name in DIR Prevailing Wage Determination), whether employed by the Artist, subcontractor, vendor or consultant. Included in these requirements is (1) the Artist’s requirement to provide notification (i.e. DAS-140) to the appropriate apprenticeship committees; (2) pay training fund contributions for each apprenticeable hour employed on the Contract; and (3) utilize apprentices in a minimum ratio of not less than one apprentice hour for each five journeyman hours by completion of Contract work (unless an exception is granted in accordance with Labor Code section 1777.5) or request for the dispatch of apprentices.
- b. Any apprentices employed to perform any of the Scope of Work shall be paid the standard wage to apprentices under the regulations of the craft or trade for which such apprentice is employed, and such individual shall be employed only for the work of the craft or trade to which such individual is registered. Only apprentices, as defined in California Labor Code section 3077, who are in training under apprenticeship standards and written apprenticeship agreements under California Labor Code sections 3070 et seq. are eligible to be employed for the Scope of Work. The employment and training of each apprentice shall be in accordance with the provisions of the apprenticeship standards and apprentice agreements under which such apprentice is training.

2. Compliance with [California Labor Code section 1777.5](#) requires all public works contractors to:

- a. Submit Contract Award Information (DAS-140):
 - i. Although there are a few exemptions (identified below), all contractors, regardless of union affiliation, must submit contract award information when performing on a California public works project.

- ii. The DAS-140 is a notification “announcement” of the contractor’s participation on a public works project—*it is not a request for the dispatch of an apprentice*.
 - iii. Contractors shall submit the contract award information (you may use form DAS 140) within 10 days of the execution of the prime contract or subcontract, but in no event later than the first day in which the contractor has workers employed on the public work.
 - iv. Contractors who are already approved to train apprentices (i.e. check “Box 1” on the DAS-140) shall only be required to submit the form to their approved program.
 - v. Contractors who are NOT approved to train apprentices (i.e. those that check either “Box 2” or “Box 3” on the DAS-140) shall submit the DAS-140 TO EACH of the apprenticeship program sponsors in the area of your public works project. For a listing of apprenticeship programs see <http://www.dir.ca.gov/Databases/das/pwaddrstart.asp>.
- b. Employ Registered Apprentices
- i. Labor Code section 1777.5 requires that a contractor performing work in an “apprenticeable” craft must employ one (1) hour of apprentice work for every five (5) hours performed by a journeyman. This ratio shall be met prior to the contractor’s completion of work on the project. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
 - ii. All contractors who do not fall within an exemption category (see below) must request for dispatch of an apprentice from an apprenticeship program (for each apprenticeable craft or trade) by giving the program actual notice of at least 72 hours (business days only) before the date on which apprentices are required.
 - iii. Contractors may use the “DAS-142” form for making a request for the dispatch of an apprentice.
 - iv. Contractors who are participating in an approved apprenticeship training program and who did not receive sufficient number of apprentices from their initial request must request dispatch of apprentices from ALL OTHER apprenticeship committees in the project area in order to fulfill this requirement.
 - v. Contractor should maintain and submit proof (when requested) of its DAS-142 submittal to the apprenticeship committees (e.g. fax transmittal confirmation). A contractor has met its requirement to employ apprentices only after it has successfully made a dispatch request to all apprenticeship programs in the project area.
 - vi. Only “registered” apprentices may be paid the prevailing apprentice rates and must, at all times work under the supervision of a Journeyman (Cal. Code Regs., tit 8, § 230.1).
- c. Make Training Fund Contributions
- i. Contractors performing in apprenticeable crafts on public works projects, must make training fund contributions in the amount established in the prevailing wage rate publication for journeymen and apprentices.
 - ii. Contractors may use the “CAC-2” form for submittal of their training fund contributions.
 - iii. Contractors who do not submit their training fund contributions to an approved apprenticeship training program must submit their contributions to the California Apprenticeship Council (CAC), PO Box 420603, San Francisco, CA 94142-0603.
 - iv. Training fund contributions to the CAC are due and payable on the 15th day of the month for work performed during the preceding month.
 - v. The “training” contribution amount identified on the prevailing wage determination shall not be paid to the worker, unless the worker falls within one of the exemption categories listed below.

3. Exemptions to Apprenticeship Requirements:

- a. The following are exempt from having to comply with California apprenticeship requirements. These types of contractors do not need to submit a DAS-140, DAS-142, make training fund contributions, or utilize apprentices:
 - i. When the contractor holds a sole proprietor license (“Owner-Operator”) and no workers were employed by the contractor. In other words, the contractor performed the entire work from start to finish and worked alone.
 - ii. Contractors performing in non-apprenticeable crafts. “Apprenticeable” crafts are denoted with a pound symbol “#” in front of the craft name on the prevailing wage determination.
 - iii. When the contractor has a direct contract with the Public Agency that is under \$30,000.
 - iv. When the project is 100% federally-funded and the funding of the project does not contain any city, county, and/or state monies (unless the project is administered by a state agency in which case the apprenticeship requirements apply).

- v. When the project is a private project not covered by the definition of public works as found in Labor Code section 1720.

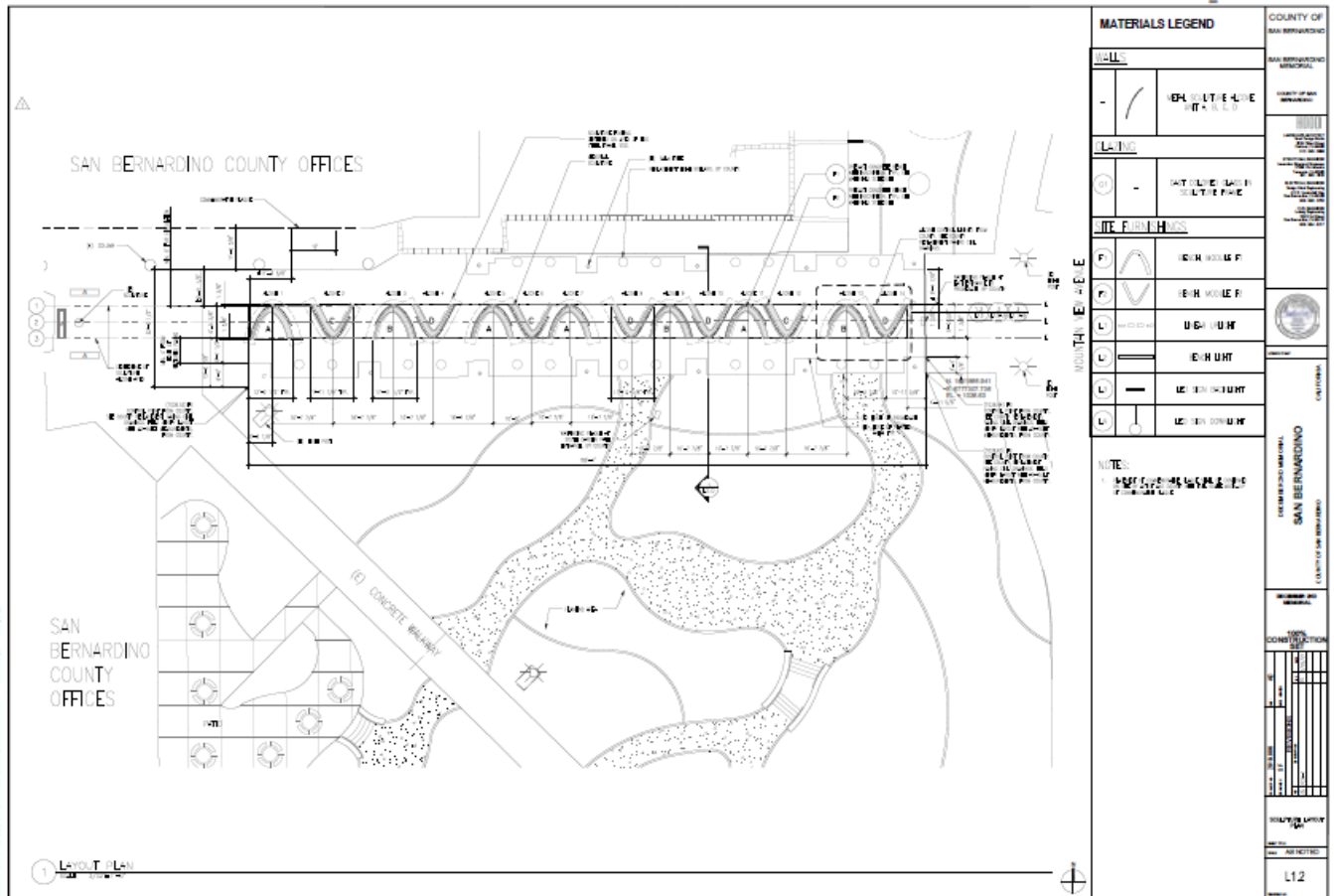
4. Exemption from Apprenticeship Ratios:

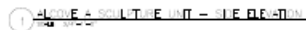
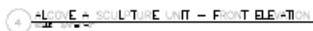
- a. The Joint Apprenticeship Committee shall have the discretion to grant a certificate, which shall be subject to the approval of the Administrator of Apprenticeship, exempting the contractor from the 1-to-5 ratio set forth in this Section when it finds that any one of the following conditions are met:
 - i. Unemployment for the previous three-month period in such area exceeds an average of fifteen percent (15%); or
 - ii. The number of apprentices in training in such area exceeds a ratio of 1-to-5 in relation to journeymen; or
 - iii. The Apprenticeable Craft or Trade is replacing at least one-thirtieth (1/30) of its journeymen annually through apprenticeship training, either on a statewide basis or on a local basis; or
 - iv. If assignment of an apprentice to any work performed under the Construction Documents would create a condition which would jeopardize such apprentice's life or the life, safety or property of fellow employees or the public at large, or if the specific task to which the apprentice is to be assigned is of such a nature that training cannot be provided by a journeyman.
- b. When such exemptions from the 1-to-5 ratio between apprentices and journeymen are granted to an organization which represents contractors in a specific trade on a local or statewide basis, the member contractors will not be required to submit individual applications for approval to local Joint Apprenticeship Committees, provided they are already covered by the local apprenticeship standards.

5. Contractor's Compliance:

- a. The responsibility of compliance with this Section for all Apprenticeable Trades or Crafts is solely and exclusively that of the contractor. All decisions of the Joint Apprenticeship Committee(s) under this Section are subject to the provisions of California Labor Code section 3081 and penalties are pursuant to Labor Code section 1777.7 and the determination of the Labor Commissioner.

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DRAWINGS

SED SEE ELECTRICAL
DRAWINGS

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SSD **SEE STRUCTURAL DRAWINGS**

SED **SEE ELECTRICAL DRAWINGS**

L7.08



1. 下列各組中，哪一組的詞類與「他」相同？
 (A) 我、你、他、她、牠
 (B) 這、那、此、彼、其
 (C) 誰、何、哪、哪兒、哪儿
 (D) 誰、何、哪、哪兒、哪儿
2. 下列各組中，哪一組的詞類與「好」相同？
 (A) 好、壞、美、丑、大、小
 (B) 好、壞、美、丑、大、小
 (C) 好、壞、美、丑、大、小
 (D) 好、壞、美、丑、大、小
3. 下列各組中，哪一組的詞類與「跑」相同？
 (A) 跑、跳、走、飛、游
 (B) 跑、跳、走、飛、游
 (C) 跑、跳、走、飛、游
 (D) 跑、跳、走、飛、游
4. 下列各組中，哪一組的詞類與「在」相同？
 (A) 在、上、下、前、後
 (B) 在、上、下、前、後
 (C) 在、上、下、前、後
 (D) 在、上、下、前、後
5. 下列各組中，哪一組的詞類與「是」相同？
 (A) 是、有、無、多、少
 (B) 是、有、無、多、少
 (C) 是、有、無、多、少
 (D) 是、有、無、多、少
6. 下列各組中，哪一組的詞類與「和」相同？
 (A) 和、與、同、共、並
 (B) 和、與、同、共、並
 (C) 和、與、同、共、並
 (D) 和、與、同、共、並
7. 下列各組中，哪一組的詞類與「被」相同？
 (A) 被、由、自、從、向
 (B) 被、由、自、從、向
 (C) 被、由、自、從、向
 (D) 被、由、自、從、向

SSD SEE STRUCTURAL DRAWINGS

SED SEE ELECTRICAL DRAWINGS

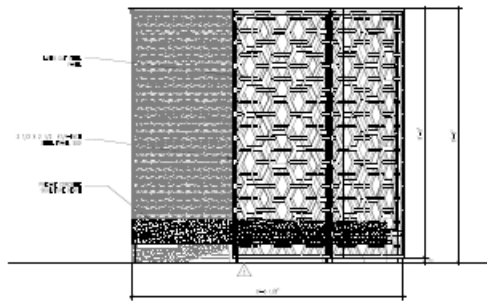
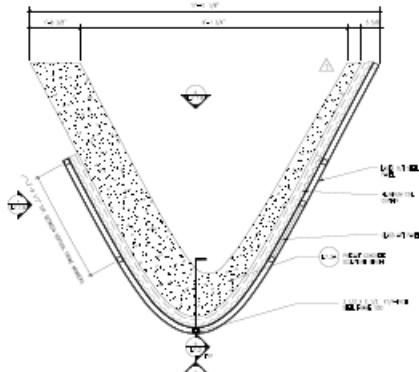
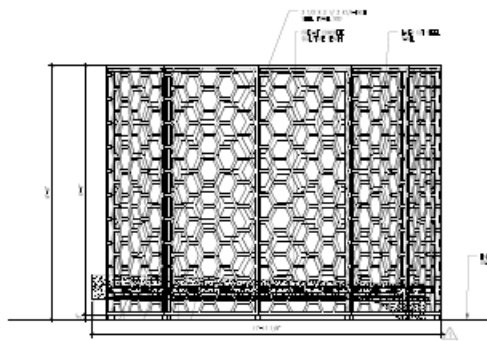
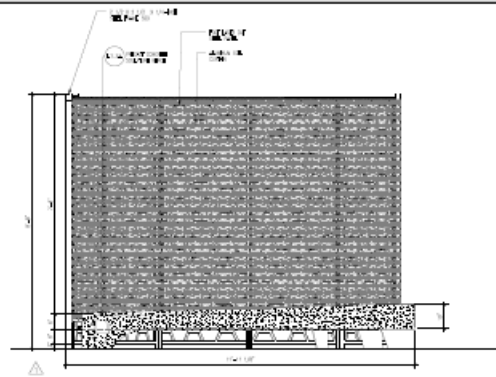
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SOLUBLE
IN WATER
AND **ALCOHOL**
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WATER
AND **ALCOHOL**

L7.1A

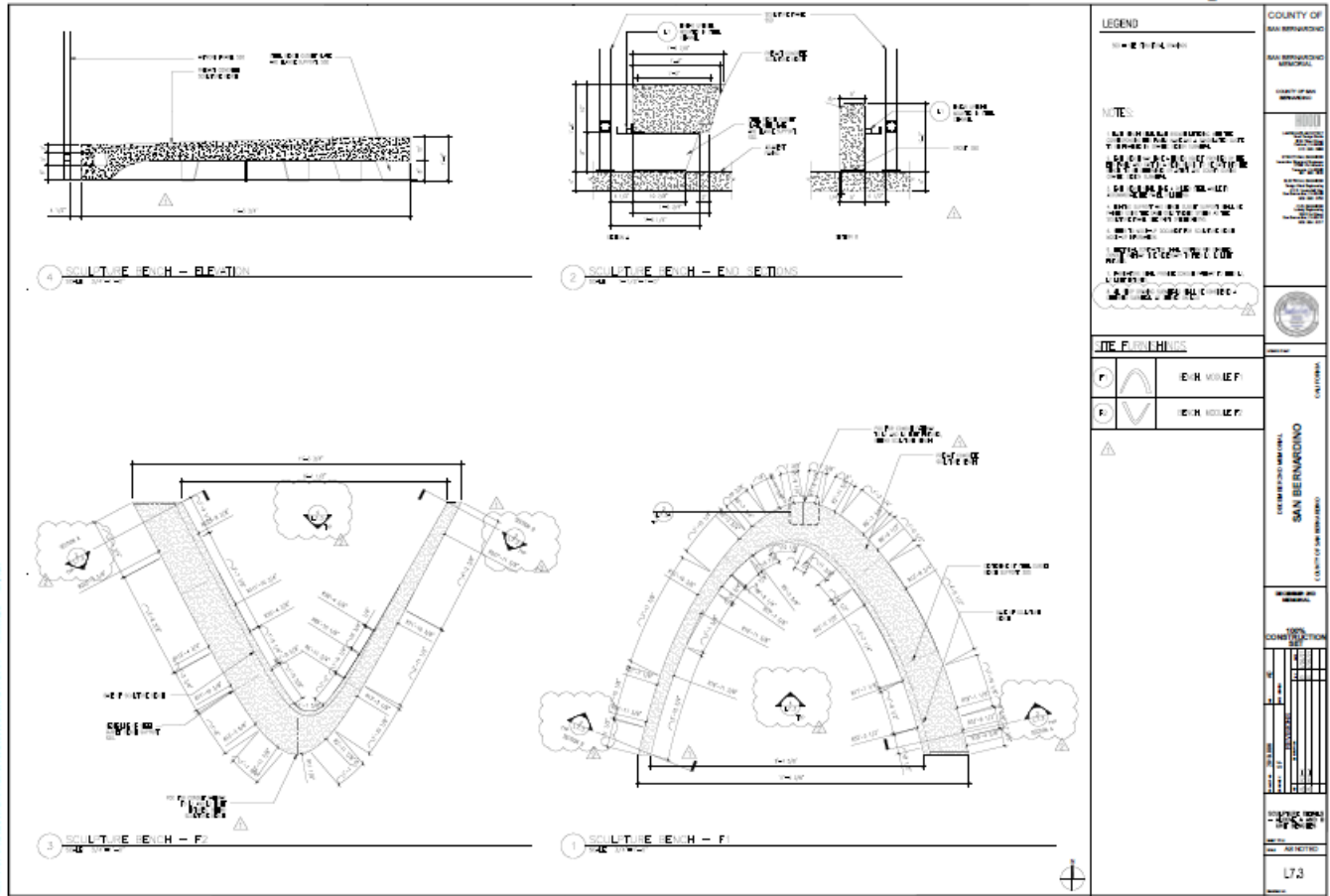


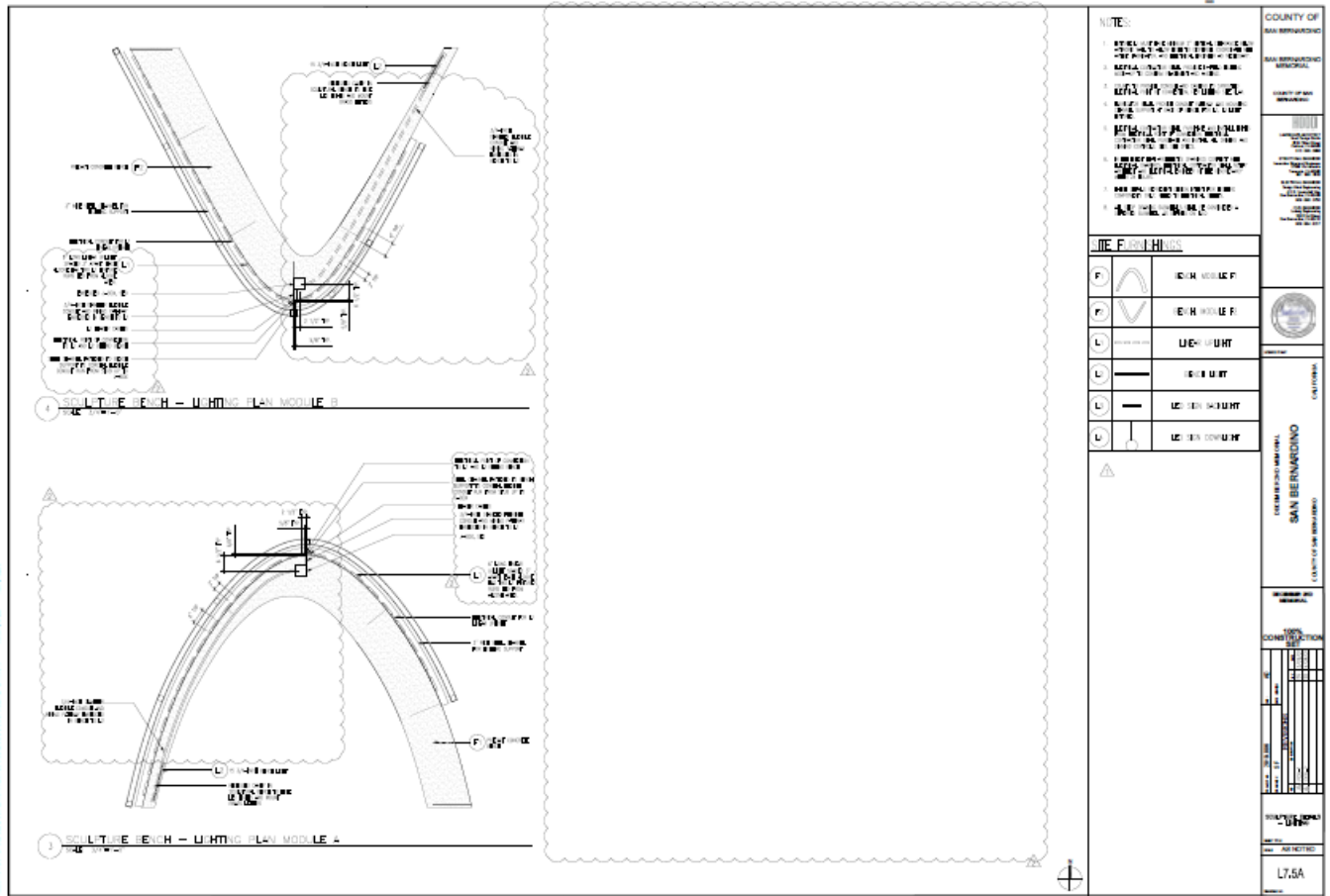
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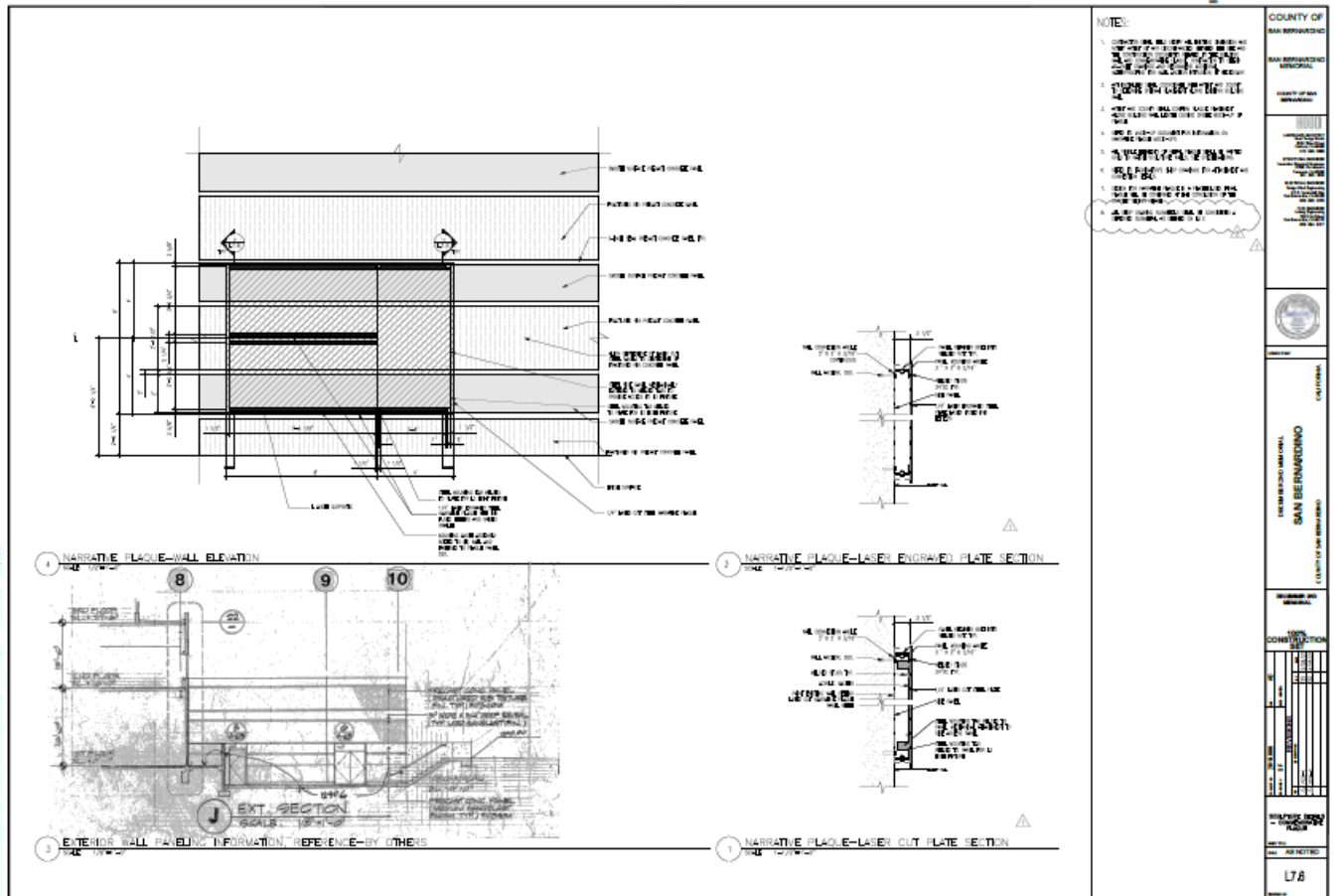
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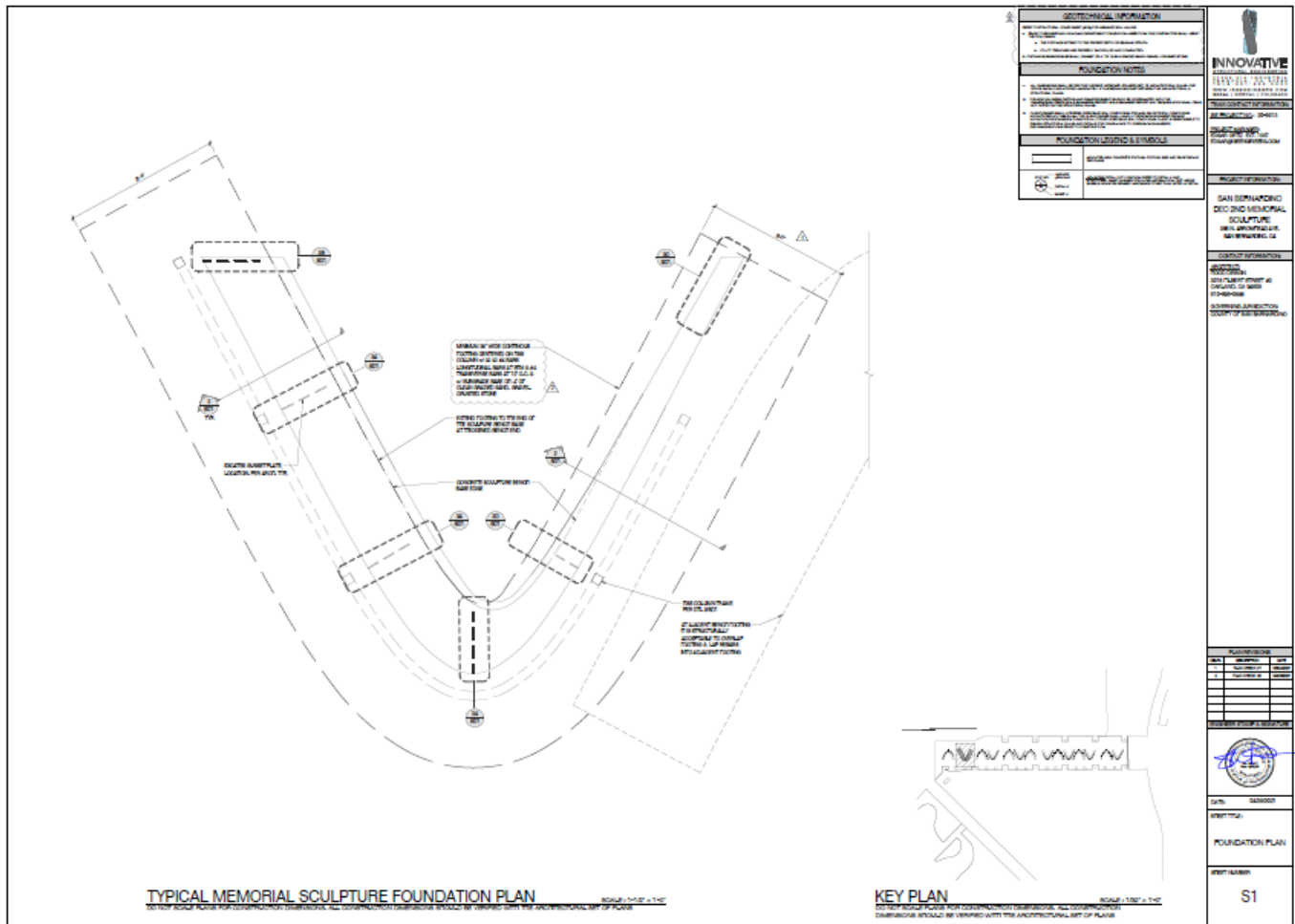


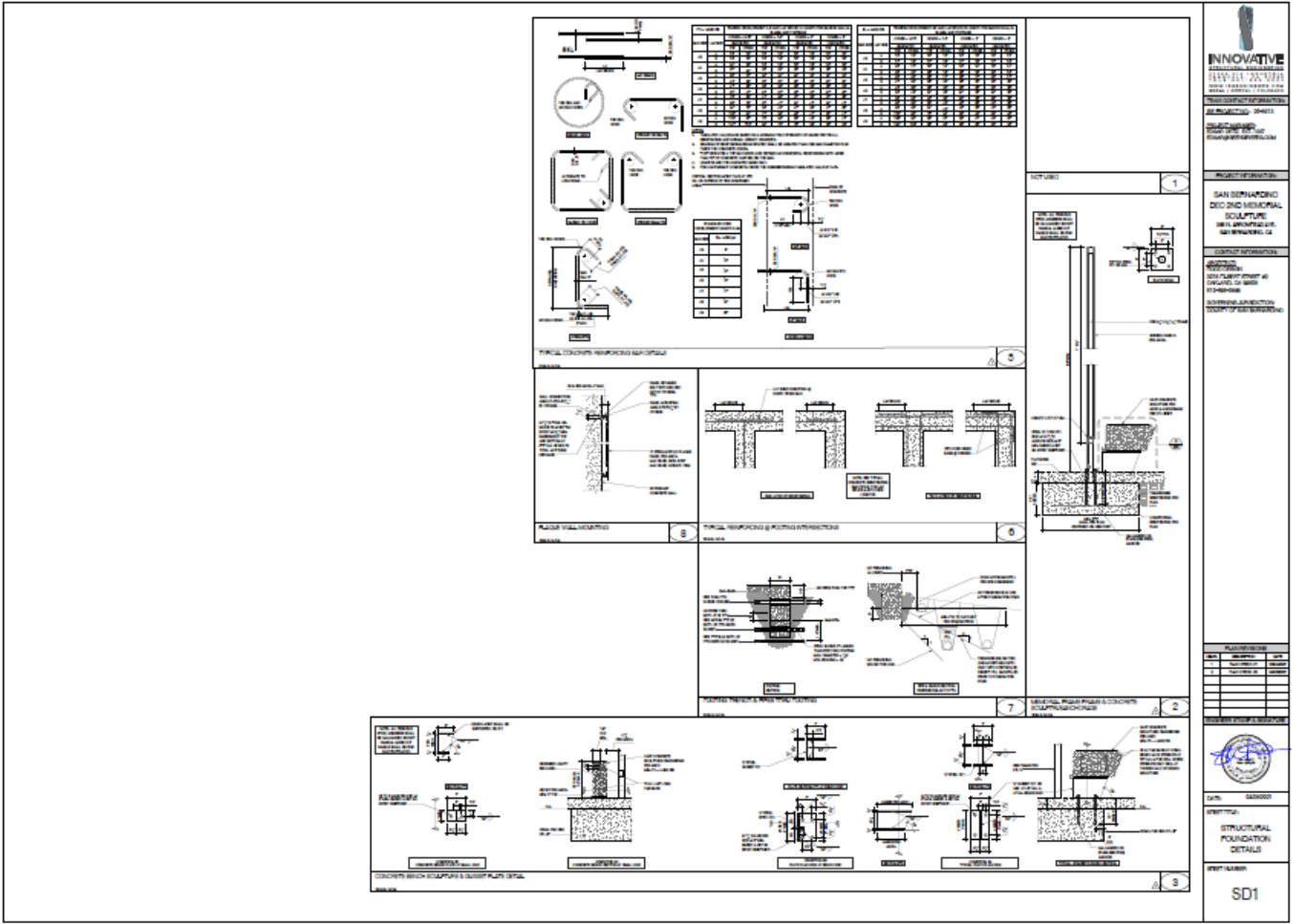


PROJECT DESIGN OPTIONS			
Project Name	Project Number	Project Location	Project Status
MECHANICAL EQUIPMENT			
1. Air Conditioning System	1000000000	1000000000	1000000000
2. Heating System	1000000000	1000000000	1000000000
3. Ventilation System	1000000000	1000000000	1000000000
4. Exhaust System	1000000000	1000000000	1000000000
5. Filtration System	1000000000	1000000000	1000000000
6. Humidification System	1000000000	1000000000	1000000000
7. Dehumidification System	1000000000	1000000000	1000000000
8. Cooling System	1000000000	1000000000	1000000000
9. Heating System	1000000000	1000000000	1000000000
10. Ventilation System	1000000000	1000000000	1000000000
11. Exhaust System	1000000000	1000000000	1000000000
12. Filtration System	1000000000	1000000000	1000000000
13. Humidification System	1000000000	1000000000	1000000000
14. Dehumidification System	1000000000	1000000000	1000000000
15. Cooling System	1000000000	1000000000	1000000000
16. Heating System	1000000000	1000000000	1000000000
17. Ventilation System	1000000000	1000000000	1000000000
18. Exhaust System	1000000000	1000000000	1000000000
19. Filtration System	1000000000	1000000000	1000000000
20. Humidification System	1000000000	1000000000	1000000000
21. Dehumidification System	1000000000	1000000000	1000000000
22. Cooling System	1000000000	1000000000	1000000000
23. Heating System	1000000000	1000000000	1000000000
24. Ventilation System	1000000000	1000000000	1000000000
25. Exhaust System	1000000000	1000000000	1000000000
26. Filtration System	1000000000	1000000000	1000000000
27. Humidification System	1000000000	1000000000	1000000000
28. Dehumidification System	1000000000	1000000000	1000000000
29. Cooling System	1000000000	1000000000	1000000000
30. Heating System	1000000000	1000000000	1000000000
31. Ventilation System	1000000000	1000000000	1000000000
32. Exhaust System	1000000000	1000000000	1000000000
33. Filtration System	1000000000	1000000000	1000000000
34. Humidification System	1000000000	1000000000	1000000000
35. Dehumidification System	1000000000	1000000000	1000000000
36. Cooling System	1000000000	1000000000	1000000000
37. Heating System	1000000000	1000000000	1000000000
38. Ventilation System	1000000000	1000000000	1000000000
39. Exhaust System	1000000000	1000000000	1000000000
40. Filtration System	1000000000	1000000000	1000000000
41. Humidification System	1000000000	1000000000	1000000000
42. Dehumidification System	1000000000	1000000000	1000000000
43. Cooling System	1000000000	1000000000	1000000000
44. Heating System	1000000000	1000000000	1000000000
45. Ventilation System	1000000000	1000000000	1000000000
46. Exhaust System	1000000000	1000000000	1000000000
47. Filtration System	1000000000	1000000000	1000000000
48. Humidification System	1000000000	1000000000	1000000000
49. Dehumidification System	1000000000	1000000000	1000000000
50. Cooling System	1000000000	1000000000	1000000000
51. Heating System	1000000000	1000000000	1000000000
52. Ventilation System	1000000000	1000000000	1000000000
53. Exhaust System	1000000000	1000000000	1000000000
54. Filtration System	1000000000	1000000000	1000000000
55. Humidification System	1000000000	1000000000	1000000000
56. Dehumidification System	1000000000	1000000000	1000000000
57. Cooling System	1000000000	1000000000	1000000000
58. Heating System	1000000000	1000000000	1000000000
59. Ventilation System	1000000000	1000000000	1000000000
60. Exhaust System	1000000000	1000000000	1000000000

[illegible]

<p>QUALITY ASSURANCE (STRUCTURAL OBSERVATIONS, CONFERENCE MINUTES AND SPECIAL REQUIREMENTS)</p> <p>1. Structural Observations: The contractor shall provide a detailed report of all structural observations made during the construction process. This report shall include the date, time, and location of each observation, as well as a description of the observed condition and any corrective actions taken.</p> <p>2. Conference Minutes: The contractor shall provide minutes of all meetings held between the contractor and the engineer. These minutes shall include the date, time, and location of the meeting, as well as a list of attendees and a summary of the discussion.</p> <p>3. Special Requirements: The contractor shall provide a detailed report of all special requirements identified during the construction process. This report shall include the date, time, and location of each requirement, as well as a description of the requirement and any corrective actions taken.</p> <p>4. Quality Assurance Summary: The contractor shall provide a summary of all quality assurance activities performed during the construction process. This summary shall include the date, time, and location of each activity, as well as a description of the activity and any corrective actions taken.</p>	<p>STRUCTURAL SPECIAL NOTES</p> <p>1. Foundation: The foundation shall be constructed in accordance with the specifications and shall be capable of supporting the full design load. The contractor shall provide a detailed report of all foundation observations made during the construction process.</p> <p>2. Columns: The columns shall be constructed in accordance with the specifications and shall be capable of supporting the full design load. The contractor shall provide a detailed report of all column observations made during the construction process.</p> <p>3. Beams: The beams shall be constructed in accordance with the specifications and shall be capable of supporting the full design load. The contractor shall provide a detailed report of all beam observations made during the construction process.</p> <p>4. Slabs: The slabs shall be constructed in accordance with the specifications and shall be capable of supporting the full design load. The contractor shall provide a detailed report of all slab observations made during the construction process.</p> <p>5. Roof: The roof shall be constructed in accordance with the specifications and shall be capable of supporting the full design load. The contractor shall provide a detailed report of all roof observations made during the construction process.</p>	<p>PROPOSED REVISIONS AND COMMENTS</p> <p>1. Revisions: The contractor shall provide a detailed report of all proposed revisions to the design. This report shall include the date, time, and location of each revision, as well as a description of the revision and any corrective actions taken.</p> <p>2. Comments: The contractor shall provide a detailed report of all comments received from the engineer. This report shall include the date, time, and location of each comment, as well as a description of the comment and any corrective actions taken.</p> <p>3. Revisions and Comments Summary: The contractor shall provide a summary of all proposed revisions and comments received during the construction process. This summary shall include the date, time, and location of each revision and comment, as well as a description of the revision and comment and any corrective actions taken.</p>	<p>PROPOSED REVISIONS AND COMMENTS</p> <p>1. Revisions: The contractor shall provide a detailed report of all proposed revisions to the design. This report shall include the date, time, and location of each revision, as well as a description of the revision and any corrective actions taken.</p> <p>2. Comments: The contractor shall provide a detailed report of all comments received from the engineer. 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This report shall include the date, time, and location of each comment, as well as a description of the comment and any corrective actions taken.</p> <p>3. Revisions and Comments Summary: The contractor shall provide a summary of all proposed revisions and comments received during the construction process. This summary shall include the date, time, and location of each revision and comment, as well as a description of the revision and comment and any corrective actions taken.</p>
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ATTACHMENT C

BUDGET

The total Project Budget is \$1,472,823.14. The Project Budget consists of the Artist Budget of not to exceed \$1,022,120.44, the Capital Improvement Budget of \$263,202.70 and the previous contract for \$187,500 (No. 20-919) between the parties for design services.

The Artist Budget ("Contract Amount") of \$1,022,120.44, including a contingency for the narrative plaque of \$7,000, will be paid to Artist per completion of Milestones as indicated below.

The County's Chief Executive Officer or Chief Operating Officer are authorized to approve increases to the Artist Budget, Capital Improvement Budget or Project Budget, in a total amount not to exceed \$102,212.04, for required changes to the Project and unforeseen conditions. All increases to the Contract Amount must be in writing and signed by the County's Chief Executive Officer or Chief Operating Officer.

Payment and work Milestones:

1. Contract execution and Schedule	50% of contract value	\$511,060.22
2. County Approved 100% shop drawings	10% of contract value	\$102,212.04
3. County Approved 100% Fabrication	20% of contract value	\$204,424.10
4. Artwork Delivery to Site and Approval by Artist and County	10% of contract value	\$102,212.04
5. Artist Consultation Re Lighting and Provides Maintenance Plan	10% of contract value	\$102,212.04

The amount of the last payment to the Artist may be reduced by County based upon the amount of the \$7,000 contingency utilized for the narrative plaque.

ATTACHMENT D

OTHER CONTRACT REQUIREMENTS

1. Ownership and Use of Drawings, Specifications and Other Instruments of Service

All Drawings, Specification, plans, sketches and other documents, including copies thereof, furnished by the County are and shall remain the property of the County and may be required to be returned to the County at the Artist's expense. They are to be used only with respect to this Artwork and are not to be used on any other project. Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Artwork is not to be construed as publication in derogation of the County's common law copyright or other reserved rights.

2. County's Right to Stop the Work

If the Artist fails to correct work which is not in accordance with the requirements of the Contract or fails to carry out work in accordance with the Contract, the County may issue a written order to the Artist to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the County to stop the work shall not give rise to a duty on the part of the County to exercise this right for the benefit of the Artist or any other person or entity. The County's right to stop the work is in addition to and without prejudice to any other rights or remedies of the County.

3. County's Right to Carry Out the Work

If the Artist defaults or neglects to carry out the work in accordance with the Contract and fails within a forty-eight (48) hour period after receipt of written notice from the County to commence and continue correction of such default or neglect with diligence and promptness, the County may after such forty-eight (48) hour period give the Artist a second written notice to correct such deficiencies within a second forty-eight (48) hour period. If the Artist within such second forty-eight (48) hour period after receipt of such second notice fails to commence and continue to correct any deficiencies, the County, without prejudice to other remedies the County may have, may correct such deficiencies. In such case an appropriate Contract Amendment shall be issued deducting from payments then or thereafter due the Artist, the cost of correcting such deficiencies, including compensation for any additional design services and expenses made necessary by such default, neglect, or failure. If payments then or thereafter due the Artist are not sufficient to cover such amounts, the Artist shall pay the difference to the County. The County's right to carry out the work is in addition to and without prejudice to any other rights or remedies of the County.

4. Suspension of Operations

In addition to the County's right to stop the work set forth in this Contract, the Artist shall, upon receipt of County's written notice and within the time stated therein, suspend shipment and delivery of material and stop any part or all of the work and operations under the Contract for such period or periods of time as the County may deem advisable and designate in said notice. Upon receipt of such notice to suspend operations, the Artist shall immediately confer with the County concerning the probable duration of such suspension and stoppage, delays, and extensions of time resulting therefrom as well as the reduction and possible elimination of the Artist's field cost and such other costs and expenses as may result directly from such work stoppage. Upon written notice from the County to resume operations, the Artist shall promptly resume all or any part of the work and operations including securing of materials required by said resumption notice.

5. Labor Discipline/Skilled Labor

The Artist shall enforce strict discipline and good order among the Artist's employees and other persons carrying out the Contract. The Artist shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

None but skilled workmen shall be employed on any portion of the Work. When required in writing by the County, the Artist or Sub-consultant shall discharge any person who is, in the reasonable opinion of the County, incompetent, unfaithful, disorderly or otherwise unsatisfactory, and shall not again employ such discharged person on the work except with the written consent of the County. Such discharge shall not be the basis of any claim for compensation or damages against the County or any of its officers or agents.

6. Procurement of Materials and Equipment

Artist shall: (i) place orders for all materials and equipment, taking into account current market and delivery conditions necessary to meet the Contract schedule; (ii) purchase and expedite the procurement of long lead time items to obtain their delivery by the required dates; and (iii) arrange for alternate sources for the supply of critical materials and equipment to maintain the schedule. Should Artist fail in this duty, County reserves the right to order such materials and equipment as the County may deem advisable to maintain the schedule for the Artwork and all expenses shall be charged to and paid for by Artist within the not-to-exceed Contract amount. Artist shall keep the County informed of the status of procurement and shall promptly notify County in writing of any materials or equipment which may not be available within the time scheduled or necessary for the Artwork.

7. Coordination

Artist expressly acknowledges that County, its own forces, and County's separate contractors (meaning contractors performing work at site under separate contract with the County) may be working simultaneously with Artist on the Artwork during certain periods of time in certain portions of the Site. Artist and County will take all steps necessary in connection with the construction Artwork not to interfere with the use and occupancy of the Artwork Site by County's separate contractors and personnel to minimize any interruption of services to such person, including, without limitation, utilities, ingress and egress, and parking.

8. Stop Notice Claims

If at any time there shall be evidence of the existence, whether or not same has been asserted, of any stop notice, or claim arising out of or in connection with the performance or default in performance of this Contract or any subcontract or supply contract entered into by Artist to perform this Contract, and if the County might become liable for the discharge of or satisfaction of such stop notice or claim, then the County shall have the right to retain out of any payment then due or thereafter to become due, in addition to the amounts set forth above, an amount sufficient to discharge such stop notice or satisfy such claim and to reimburse the County and the Project Manager(s) of the County for all costs and expenses in connection therewith, including attorneys' fees. Further, the County, in its sole discretion, shall have the right to discharge or satisfy such stop notice or claim and pay all costs and expenses in connection therewith if the Artist does not have such stop notice or claim discharged or satisfied within ten (10) calendar days after receiving notice to remove the stop notice or claim from County or unless some other procedure for discharge or satisfaction of such claim is agreed between County and Artist. If the amounts retained are insufficient for the aforesaid purposes, or if such stop notice or claim remains undischarged or unsatisfied after all payments have been made to the Artist, then the Artist shall refund to the County all monies that may have been paid, or need to be paid, to discharge such stop notice or satisfy such claims, including the costs, expenses, and attorney's fees in connection therewith.

The County may release any payments withheld due to a stop notice claim if the Artist obtains a release bond that is: (i) issued by a surety acceptable to County admitted to issue surety bonds by the California Department of Insurance; (ii) is in form and substance satisfactory to the County; and (ii) is in an amount of not less than 125% of the amount of any stop notice claim.

COUNTY OF SAN BERNARDINO
COUNTY GOVERNMENT CENTER
DECEMBER 2 MEMORIAL ALCOVE PROJECT
PROJECT NO. 10.10.0984

[illegible]

ALL WORK SHALL BE IN ACCORDANCE WITH THE FOLLOWING SPECIFICATIONS FOR THE CONSTRUCTION OF GENERAL LUMINA LATERAL TRENCHES:
1. GENERAL: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS FROM THE CITY OF CHICAGO AND THE CHICAGO DEPARTMENT OF PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS FROM THE CITY OF CHICAGO AND THE CHICAGO DEPARTMENT OF PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS FROM THE CITY OF CHICAGO AND THE CHICAGO DEPARTMENT OF PUBLIC WORKS.
2. MATERIALS: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS FROM THE CITY OF CHICAGO AND THE CHICAGO DEPARTMENT OF PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS FROM THE CITY OF CHICAGO AND THE CHICAGO DEPARTMENT OF PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS FROM THE CITY OF CHICAGO AND THE CHICAGO DEPARTMENT OF PUBLIC WORKS.
3. CONSTRUCTION: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS FROM THE CITY OF CHICAGO AND THE CHICAGO DEPARTMENT OF PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS FROM THE CITY OF CHICAGO AND THE CHICAGO DEPARTMENT OF PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS FROM THE CITY OF CHICAGO AND THE CHICAGO DEPARTMENT OF PUBLIC WORKS.
4. MAINTENANCE: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS FROM THE CITY OF CHICAGO AND THE CHICAGO DEPARTMENT OF PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS FROM THE CITY OF CHICAGO AND THE CHICAGO DEPARTMENT OF PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS FROM THE CITY OF CHICAGO AND THE CHICAGO DEPARTMENT OF PUBLIC WORKS.
5. COMPLETION: THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS FROM THE CITY OF CHICAGO AND THE CHICAGO DEPARTMENT OF PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS FROM THE CITY OF CHICAGO AND THE CHICAGO DEPARTMENT OF PUBLIC WORKS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND RECORDS FROM THE CITY OF CHICAGO AND THE CHICAGO DEPARTMENT OF PUBLIC WORKS.

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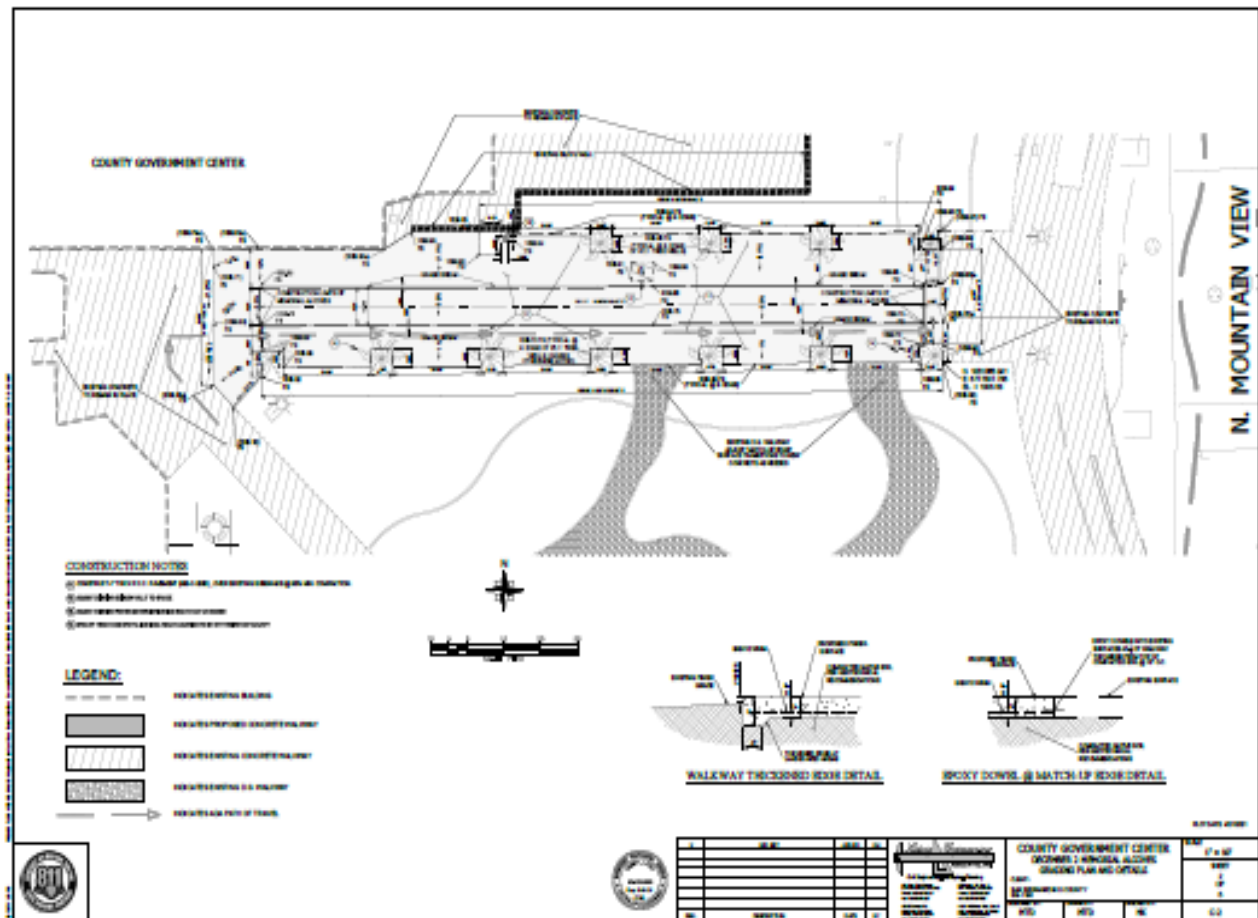
- C-1 - COVER SHEET - NOTES
- C-2 - GRADING PLAN AND DETAILS
- E-0-1 - ELECTRICAL LEGEND AND NOTES
- E-0-2 - SINGLE LINE DIAGRAM & PANEL SCHEDULE
- E-1-1 - SITE LIGHTING PLAN
- E-1-2 - SITE PHOTOGRAPHIC PLAN



BASES OF BENCHMARK
CDB 40, 2045.8
BENCHMARK
CITY OF SAN BERNARDINO BENCHMARK AD 2 BROAD
BROAD CURB STAMPS 3.00' AT THE INTERSECTION OF
REAL TO AVE. A "T" STREET. AT SAN BERNARDINO 32.0
NORTH AND 134.0 EAST OF THE CDB LINE 1.1 OF REAL TO
AVE. A "T" STREET IN THE TOP OF THE CURB, 3.0' WEST
OF THE WEST END OF A CATCH BASIN.
ELEVATION = 522.36

[illegible]

ATTACHMENT E
 2 of 2
DESIGN DEVELOPMENT DOCUMENTS FOR SITE WORK IMPROVEMENTS



PROJECT SCHEDULE

