# ORANGE COUNTY BOARD OF SUPERVISORS

## Agenda Revisions and Supplementals

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified.*

*No new supplemental items will be added to the agenda following close of business on Friday*.

## March 22, 2016

**DISCUSSION**

24. Revised Title to read:
**County Executive Office** - Approve grant applications/awards submitted *by OC Public Works* in 3/22/16 grant report and other actions as recommended*; adopt resolution authorizing OC Public Works Director or designee to submit and execute application for Renewed Measure M Environmental Cleanup, Tier 1 grant program and to invoice Orange County Transportation Authority for payment* – All Districts

25. Revised Title to read:
**County Executive Office** - Approve amendment 2 to lease with City of Laguna Hills for Clerk-Recorder South County Branch office~~; and make California Environmental Quality Act and other findings~~ - District 5

**THE FOLLOWING AGENDA ITEMS HAVE HAD CHANGES TO THEIR RECOMMENDED ACTIONS SINCE RELEASE OF THE AGENDA TO THE PUBLIC:**

Items: 24 & 25

## Supplemental Item(s)

S25A. **Supervisor Spitzer** - Orange Park Acres Advisory Committee - Appoint Sandy Forkert, Orange Park Acres, to complete term ending 12/31/16

S25B. **OC Public Works** -Approve Orange County Traffic Committee Report – Item C recommendation - District 1 (Continued RA #3 from 3/15/16, Item 10)

S25C. Revised Title to read:
**OC Community Services** - Approve use of up to $199,500 in previously approved year-round emergency shelter operation funds to allow armory emergency shelters to remain open for 21 additional days in FY 2015-16; approve agreement with City of Anaheim and City of Santa Ana for armory emergency shelter program for additional operating days ($99,750 each); approve amendment 2 to agreement 15-22-0015PS with Mercy House Living Centers, Inc. for Armory Emergency Shelter Program, 7/1/15 - 6/30/16 ($199,500; cumulative total $1,473,574); authorize Director or designee to execute amendment and agreements and to exercise contingency cost increase or decrease not to exceed 10% and make line item budget transfers under certain conditions - ~~All~~ Districts *1 and 4*

S25D. Revised Title to read:
**County Executive Office** - Approve amendment 4 to lease with Miller and Miller, a California Limited Partnership, dba Coffee Importers to allow them to expand into adjacent suite increasing their premises and minimum annual rent (New Total $79,519); and consider application of prior Final Environmental Impact Report No. 591 and other findings - ~~All Districts~~ *District 5*



Document last updated: 3/22/2016 7:48 AM

# ORANGE COUNTY BOARD OF SUPERVISORS

## Agenda Revisions and Supplementals

Note: *This supplemental agenda is updated daily showing items that have been added, continued, deleted or modified.*

*No new supplemental items will be added to the agenda following close of business on Friday*.

S25E. **OC Public Works** - Approve Program Management and Design Agreement with Griffin Structures, Inc. for design phase services of new Building 16 within Santa Ana Civic Center; and make California Environmental Quality Act and other findings - All Districts

S25F. **County Executive Office** - Consider request by South Orange County Wastewater Authority to extend cooperative agreement; authorize Chief Real Estate Officer to negotiate and execute amendment 5 and extend indemnification for related access to Aliso & Wood Canyons Regional Wilderness Park; and make Californian Environmental Quality Act and other findings - District 5

SCS2. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: David Tilstra v. County of Orange, Workers' Compensation Appeals Board Case Nos. ADJ9189827, ADJ666279

SCS3. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Orange County Fire Authority, et al. v. County of Orange, Court of Appeal Case No.G050687 (Orange County Superior Court Case No. 30-2013-00694527)

SCS4. **County Counsel** - CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION - Pursuant to Government Code Section 54956.9(d)(1):
Name of Case: Addarosa Franco-Gutierrez v. County of Orange, Worker's Compensation Appeals Board Case Nos. 118989; 2157777; 3177455; 835626; 4350758

SCS5. **County Executive Office** - CONFERENCE WITH REAL PROPERTY NEGOTIATOR-- Pursuant to Government Code Section 54956.8:
Property Location: Bridge and Access Easement from Alicia Parkway to and over Aliso and Wood Canyon Park
County Negotiator: Scott D. Mayer, Chief Real Estate Officer
Negotiating Party: South Orange County Wastewater Authority
City of Aliso Viejo
City of Laguna Niguel
Church of Jesus Christ Latter-day Saints
Aliso Viejo Community Association
Under Negotiation: Terms of Easement and Property Acquisition



Document last updated: 3/22/2016 7:48 AM

Agenda Item 24

# AGENDA STAFF REPORT

ASR Control 16-000139

23F4

| | |
|---|---|
| **MEETING DATE:** | 03/22/16 |
| **LEGAL ENTITY TAKING ACTION:** | Board of Supervisors |
| **BOARD OF SUPERVISORS DISTRICT(S):** | All Districts |
| **SUBMITTING AGENCY/DEPARTMENT:** | County Executive Office (Approved) |
| **DEPARTMENT CONTACT PERSON(S):** | Peter DeMarco (714) 834-5777 |
| | Julie Perkins (714) 834-4324 |

**SUBJECT:** Grant Applications/Awards Report

| CEO CONCUR | COUNTY COUNSEL REVIEW | CLERK OF THE BOARD |
|---|---|---|
| Concur | Approved Resolution to Form | Discussion<br>3 Votes Board Majority |

**Budgeted:** N/A **Current Year Cost:** N/A **Annual Cost:** N/A

**Staffing Impact:** No **# of Positions:** **Sole Source:** N/A

**Current Fiscal Year Revenue:** N/A

**Funding Source:** N/A **County Audit in last 3 years:** No

**Prior Board Action:** N/A

## RECOMMENDED ACTION(S):

Approve grant applications/awards as proposed and other actions as recommended.

1. Approve Grant Award – OC Public Works – Proposition 84, 2015 Implementation Grant of up to $4,950,000
2. Approve Grant Application and Resolution - OC Public Works - Renewed Measure M: Environmental Cleanup Program of $200,000
3. Receive and File Grant Report

## SUMMARY:

See the attached Grants Report.

## BACKGROUND INFORMATION:

See the attached Grants Report.

**FINANCIAL IMPACT:**

N/A

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

Attachment A - Grants Report
Attachment B - OC Public Works - Renewed Measure M: Environmental Cleanup Program Resolution

# Grants Report

DRAFT

***County Executive Office/Legislative Affairs***

March 22, 2016
Item No. 24
Vol. XII, No. VI

## County of Orange Report on Grant Applications/Awards

*The Grants Report is a condensed list of grant requests by County Agencies/Departments that allows the Board of Supervisors to discuss and approve grant submittals in one motion at a Board meeting. County policy dictates that the Board of Supervisors must approve all grant applications prior to submittal to the grantor. This applies to grants of all amounts, as well as to new grants and those that have been received by the County for many years as part of an ongoing grant. Receipt of grants $50,000 or less is delegated to the County Executive Officer. Grant awards greater than $50,000 must be presented to the Board of Supervisors for receipt of funds. This report allows for better tracking of county grant requests, the success rate of our grants, and monitoring of County's grants activities. It also serves to inform Orange County's Sacramento and Washington, D.C. advocates of County grant activities involving the State or Federal Governments.*

On March 22, 2016, the Board of Supervisors will consider the following actions:

RECOMMENDED ACTIONS

Approve grant applications/awards as proposed and other actions as recommended.

**ACTION ITEMS**

1. Approve Grant Award – OC Public Works – Proposition 84, 2015 Implementation Grant of up to $4,950,000.

2. Approve Grant Application and Resolution – OC Public Works – Renewed Measure M: Environmental Cleanup Program of $200,000.

3. Receive and File Grant Report

If you or your staff have any questions or require additional information on any of the items in this report, please contact Julie Perkins at 714-834-4324

# ☐ GRANT APPLICATION / ☒ AWARD AUTHORIZATION FORM

| | |
|---|---|
| **Today's Date:** | Request to be on Board of Supervisor Meeting: March 22, 2016 |
| **Requesting Agency/Department:** | OC Public Works, OC Environmental Resources |
| **Grant Name and Project Title:** | Proposition 84, 2015 Implementation Grant |
| **Sponsoring Organization/Grant Source:** | State of California, Department of Water Resources |
| **Amount Requested/ Awarded:** | Up to $4,950,000.00 |
| **Application Due Date:** | August 7, 2015 |
| **Board Date when Board Approved this Application:*** | June 16, 2015 |
| **Awarded Funding Amount:*** | Up to $4,950,000.00 |
| **Notification Date of Funding Award:*** | March 10, 2016 |

**Is this an Authorized Retroactive Grant Application/Award?** (If yes, attach memo to CEO) No

**Does this grant require CEQA findings?** No

| | | | |
|---|---|---|---|
| **What Type of Grant is this?** | Competitive ☒ | Other Type ☐ | Explain: |
| **County Match?** | Yes ☐ | No ☒ | Amount: $ or %<br>Budgeted? N/A |
| **Recurrence of Grant** | New ☒ | Recurrent ☐ | |

These projects will be completed by various South Orange County Watershed Management Area agencies (see list below) that, upon completion of each project's authorized work plan, will provide OC Public Works with documentation to submit to the California Department of Water Resources for cost reimbursement.

**Purpose of Grant Funds:** Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

The purpose of this $4.95 million grant is to fund 6 water resource projects located within the South Orange County Watershed Management Area. The South Orange County Watershed Management Area Executive Committee approved the following projects and related work plans at their June 4, 2015 meeting. Approved projects and related work plans include:

1) Dairy Fork Wetland
   a. **Lead Agency**: City of Aliso Viejo
   b. **Description**: water quality project including construction of a wetland in the Dairy Fork sub-watershed of Aliso Creek will provide 95% bacterial load reduction, treating 325 AFY of urban runoff draining from 1,500 acres of commercial and residential area within the cities of Aliso Viejo, Lake Forest, Laguna Hills and Laguna Woods. Will principally address water quality with some natural habitat restoration benefits.
   c. **Grant Funding Requested in Application**: $500,000

2) San Juan Aquatic Passage and Habitat Improvement
   a. **Lead Agency**: US Forest Service Lead Agency (County of Orange as participating agency)
   b. **Description**: habitat restoration project in the Cleveland National Forest in the headwaters of the San Juan Creek watershed; project will include removal of 7 dams and replacement of 2 stream crossings which currently act as barriers to fish passage as well as removal of 5 acres of invasive/non-native plants from the watershed.
   c. **Grant Funding Requested in Application**: $700,000

3) Crown Valley Park Channel Improvements
   a. **Lead Agency**: City of Laguna Niguel
   b. **Description**: water quality project that is expected to remove 80% of bacteria load through restoration of 1.54 acres of habitat from turfgrass to native plants and natural streambed. Project will also include transition to water use efficient landscape irrigation devices and recycled water in some areas, expected to reduce potable water use by 32 AFY.
   c. **Grant Funding Requested in Application**: $700,000

4) Strategic Turfgrass Removal and Design Assistance Program
   a. **Lead Agency**: Municipal Water District of Orange County (MWDOC)
   b. **Description**: water use efficiency project to incentivize replacement of up to 115 acres of turfgrass with California Friendly and drought-tolerant landscaping. Program is expected to provide up to 700 AFY of water supply through efficiency and will be focused on the highest water users within the MWDOC member agency service area. Program will also include design assistance for landscape transformations.
   c. **Grant Funding Requested in Application**: $1,100,000

5) 3A WRP Tertiary Treatment Expansion
   a. **Lead Agency**: Santa Margarita Water District
   b. **Description**: water supply project expected to produce an additional 3,350 AFY of recycled water; project will reduce flow of effluent through ocean outfalls and offset imported domestic water. Recycled water produced by the increased tertiary capacity will be introduced into Santa Margarita Water District's, Mouton Niguel Water District's and the City of San Juan Capistrano's recycled water systems.
   c. **Grant Funding Requested in Application**: $1,000,000

6) Recycled Water Distribution Upgrade
   a. **Lead Agency**: South Coast Water District
   b. **Description**: water supply project will increase recycled water distribution by replacing an existing 6,600" section of supply main with a larger pipe to eliminate a flow capacity bottleneck; project will increase flow capacity of recycled water into the South Coast Water District service area by 850 AFY.
   c. **Grant Funding Requested in Application**: $750,000

**Board Resolution/Special Instructions:**

Resolution No. 15-052, approved by the Board of Supervisors on June 16, 2015 (Item No. 38), authorized delegation of signature authority to the Director of OC Public Works or his designee to negotiate and execute a Grant Agreement with the California Department of Water Resources on behalf of the South Orange County Integrated Regional Water Management Group and to approve amendments and minor modifications to the Grant Agreement subject to Board Policy.

| | |
|---|---|
| **Will the grant/program create new part or full-time positions?** | No new positions will be necessary. |
| **Contact:** | List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information. |

Marilyn Thoms, Manager, Watershed Management Division, (714) 955-0610
Eileen DePuy, Grant Coordinator, OC Public Works (714) 955-0255

# ☒ GRANT APPLICATION / ☐ AWARD AUTHORIZATION FORM

| | |
|---|---|
| **Today's Date:** | Request to be on Board of Supervisor Meeting: March 22, 2016 |
| **Requesting Agency/Department:** | OC Public Works/OC Infrastructure Programs |
| **Grant Name and Project Title:** | Renewed Measure M (M2)<br>Environmental Cleanup Program (ECP), Tier 1<br>Project Title: Trash Booms Phase I |
| **Sponsoring Organization/Grant Source:** | Orange County Transportation Authority (OCTA) |
| **Amount Requested/ Awarded:** | $200,000 |
| **Application Due Date:** | April 15, 2016, 5:00 PM |
| **Board Date when Board Approved this Application:*** | N/A |
| **Awarded Funding Amount:*** | N/A |
| **Notification Date of Funding Award:*** | N/A |

**Is this an Authorized Retroactive Grant Application/Award?** (If yes, attach memo to CEO) No

**Does this grant require CEQA findings?** No, not required on the grant application.

| | | | |
|---|---|---|---|
| **What Type of Grant is this?** | Competitive ☒ | Other Type ☐ | Explain: |
| **County Match?** | Yes ☒ | No ☐ | Amount: $67,000<br>Budgeted? Yes |
| **Recurrence of Grant** | New ☐ | Recurrent ☒ | |

Explain: This is the sixth Call for Projects for this grant. The County has previously applied and been approved for grant funds from this program.

**Purpose of Grant Funds:** Provide a summary and brief background of why Board of Supervisors why should accept this grant application/award, and how the grant will be implemented.

The purpose of the grant funds is to mitigate the more visible forms of pollutants, such as litter and debris that collect in the channels prior to being deposited in the ocean. The grant program will fund trash booms to be installed across channels at various locations in unincorporated areas of the County and related best management practices. The current total cost estimate for this project is $267,000. OC Public Works will oversee and obtain contractor services for the construction of the project. The County match of $67,000 meets the minimum 25% required.

**Board Resolution/Special Instructions:**

OC Public Works proposes a Recommended Action to request authorization for the Director of OC Public Works, or designee, to apply for Measure M2 Environmental Cleanup Program (ECP), Tier 1 Grant Program funds for each eligible project, to sign such applications, and to invoice OCTA for payment of allocated funds as appropriate.

| | |
|---|---|
| **Will the grant/program create new part or full-time positions?** | No new positions will be necessary. OC Public Works will oversee and obtain contractor services for implementation of the project. |
| **Contact:** | List the name and contact information (telephone, e-mail) of the staff person to be contacted for further information. |

Sam Ali, 714-245-4585, sam.ali@ocpw.ocgov.com
Eileen Depuy, 714-995-0255, eileen.depuy@ocpw.ocgov.com

# RESOLUTION OF THE BOARD OF SUPERVISORS OF ORANGE COUNTY, CALIFORNIA

March 22, 2016

WHEREAS, the County of Orange desires to implement projects that are eligible for the Renewed Measure M Environmental Cleanup, Tier 1 Grant Program under Orange County Local Transportation Ordinance No. 3; and

WHEREAS, Orange County Local Transportation Ordinance No.3, dated July 24, 2006, is known and cited as the Renewed Measure M Transportation Ordinance and Investment Plan which makes funds available through the Environmental Cleanup Program to help protect Orange County beaches and waterways from transportation-generated pollution (urban runoff) and improve overall water quality; and

WHEREAS, the Environmental Cleanup, Tier 1 Grant Program consists of funding purchases and installation of equipment to mitigate more visible forms of pollutants such as litter and debris that collect prior to being deposited in the ocean; and

WHEREAS, the Orange County Transportation Authority (OCTA) has established the procedures and criteria for reviewing proposals; and

WHEREAS, OC Public Works requests authority to nominate water quality improvement projects that have a transportation pollution nexus and to finance and construct the proposed project; and

WHEREAS, by formal action the Orange County Board of Supervisors authorizes the nomination of each eligible project for the Renewed Measure M Environmental Cleanup, Tier 1 Grant Program, including all understanding and assurances contained therein, and authorizes the Director of OC Public Works, or designee, for the duration of the Renewed Measure M Environmental Cleanup, Tier 1 Grant Program, to act in connection with the nomination, to provide such additional information as may be required, to sign such applications, and to invoice the OCTA for payment of allocated funds as appropriate; and

WHEREAS, OC Public Works will maintain and operate the equipment acquired and installed; and

WHEREAS, OC Public Works will give OCTA's representatives access to and the right to examine all records, books, papers or documents related to the funded Tier 1 Grant Project; and

WHEREAS, OC Public Works will cause work on the project to be commenced within a reasonable time after receipt of notification from OCTA and that the project will be carried to completion with reasonable diligence; and

WHEREAS, OC Public Works will comply where applicable with provisions of the California Environmental Quality Act, the National Environmental Policy Act, the American with Disabilities Act, and any other federal, state, and/or local laws, rules and/or regulations;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Orange hereby authorizes the Director of OC Public Works, or designee, to apply for the Environmental Cleanup, Tier 1 Grant Program for each eligible project, to sign such application, and to invoice OCTA for payment of allocated funds as appropriate.

BE IT FURTHER RESOLVED that the County of Orange agrees to fund its share of the project costs and any additional costs over the identified programmed amounts.

# Revision to ASR and/or Attachments

**Date:** **March 14, 2016**

**To:** Clerk of the Board of Supervisors

**CC:** County Executive Office

**From:** **Frank Kim, County Executive Officer**

**Re:** ASR Control #: 16-000177, Meeting Date 3/22/16 Agenda Item No. # 25

**Subject:** Second Lease Amendment Clerk-Recorder South County Office

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Explanation: Remove and revise CEQA language in the Recommended Action and Background Section.

☒ Revised Recommended Action(s)

~~1. Find that the proposed project is Categorically Exempt from CEQA per Section 15301, Class 1 of the CEQA Guidelines.~~

1. Approve the Second Amendment to Lease with the City of Laguna Hills for the Clerk-Recorder South County Branch Office.
2. Authorize the Chair of the Board to execute the original and duplicate copies of the Second Amendment to Lease and return the duplicates to County Executive Office/Real Estate Services.

☒ Make modifications to the:

☐ Subject ☒ Background Information ☐ Summary

Compliance with CEQA:

~~The project is Categorically Exempt (Class 1) from the provisions of CEQA pursuant to Section 15301 of the CEQA Guidelines.~~ The proposed project was found to be Categorically Exempt (Class 1) from the provisions of CEQA, pursuant to Section 15301, when the First Amendment to the Lease was made on December 14, 2010.

☐ Revised Attachments (attach copy of revised attachment(s))

# MEMORANDUM

To: Robin Stieler, Clerk of the Board

From: Supervisor Todd Spitzer, Third District

Date: March 14, 2016

**RE: Supplemental Item for March 22 Board Meeting – Appoint Sandy Forkert to the Orange Park Acres Advisory Committee**

#S25A

Please place a supplemental item of business on the agenda for the March 22 meeting of the Board of Supervisors. The item proposes to appoint Sandy Forkert to the Orange Park Acres Advisory Committee to fill an unexpired term ending December 31, 2016.

**BACKGROUND:**

Due to the requirement that only members of the Orange Park Association (OPA) Board of Directors are eligible to be appointed to the Orange Park Acres Advisory Committee (OPAAC), Forkert is the only person who can fill this seat, as all of her colleagues on the OPA Board have already been appointed to the OPAAC.

Forkert is already filling the OPA Board seat previously held by John Cox, who resigned from the OPA Board when he moved out of Orange Park Acres. When he resigned from the OPA Board, Cox automatically vacated his OPAAC seat. While Forkert has assumed Cox's old OPA Board seat, she must still be appointed by the Board of Supervisors to his former OPAAC seat.

California Government Code Section 54974 requires the posting of a Notice of Unscheduled Vacancy for 10 working days whenever there is a vacancy for a seat on a board, commission, or committee appointed by the Board of Supervisors when the vacancy was not due to the natural expiration of the term. This notice provides an opportunity for the general public to become aware of vacancies and submit their own applications for vacant seats.

Despite Forkert being the only person eligible to fill the seat for the seat due to Cox's resignation, County Counsel advises that there is no exception to Section 54974, and so the notice must still be posted despite the fact that the sole eligible applicant has already applied.

The Notice of Unscheduled Vacancy for this seat was posted by the Clerk of the Board on Monday, February 29, so today is the earliest possible day that this supplemental agenda item could be submitted.

This appointment is a supplemental item for the March 22 Board meeting rather than a regular item for the April 13 Board meeting because the next OPAAC meeting will be before April 13, and it would be preferable to fill the vacancy in order to have all OPAAC seats filled in time for the next OPAAC meeting.

**Agenda Item**

# SUPPLEMENTAL AGENDA ITEM
# AGENDA STAFF REPORT

S25A

**ASR Control** 16-000205

| | |
|---|---|
| **MEETING DATE:** | 03/22/16 |
| **TO:** | Orange County Clerk of the Board |
| **LEGAL ENTITY TAKING ACTION:** | Board of Supervisors |
| **SUBMITTING AGENCY/DEPARTMENT:** | Supervisor Spitzer |
| **DEPARTMENT CONTACT PERSON(S):** | George Cardenas (714) 834-3330 |
| | Chris Nguyen (714) 834-3330 |

**SUBJECT:** Orange Park Acres Advisory Committee - Appoint Sandy Forkert

2016 MAR 14 AM 10:40
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

## RECOMMENDED ACTION:

***It is my intent to appoint:***

**Name:** Sandy Forkert
**City & Zip:** Orange Park Acres 92869

***To the:*** Orange Park Acres Advisory Committee

**Position Slot, if applicable:**

**Name of incumbent being replaced:** John Cox

**Terms Years:** 3 **Dates:** 1/1/2014 - 12/31/2016

**Vacancy created by:** Resignation

**Nomination to:** Appoint

**Qualifications:**

**Remarks:**N/A

# SANDRA FORKERT

[redacted] Orange, California 92869
[redacted]

## PROFESSIONAL EXPERIENCE

**Regional Sales Manager in the Telecommunications industry for, TW Telecom, Verizon & MCI.**
**1987-2009 Years Worked (Retired 2009)**

Developed strong working relationships with new and existing customers in the Carrier and ISP, arena. Managed sales teams tasked with building and managing a muti-million dollar portfolio of clients, delivering strategic growth plans based on clearly understanding clients' financial and business goals. Also Developed C-level and operational relationships to sell services and products to meet their client needs.

**Professional Horse Trainer and Instructor**
**1977-2010**
Highly skilled Horse Trainer and riding instructor with extensive experience riding horses of all breeds and is strongly knowledgeable of horse behavior. I Successfully trained many young students to have successful show careers of their own. I am Skilled at training horses and their riders as a team. Have a background in showing, jumping and breaking young horses.

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May 2001 moved to Orange Park Acres and became involved with the OPA Equestrian Community. We have one trail horse and one show horse. We have 2 Labrador Retrievers which are both show dogs and do compete.

2001- 2015,
Chairman of the OPA Annual BBQ and Dance auction committee. This has been continuously, the largest fundraiser of the year for OPA I have also chaired our other community fundraiser, Denim and Diamonds over the years. Raising money at both events with our silent and live auctions and hugely successful raffles.

2009-2012, I was the Horse Show Director for OPA. During this time, I implemented new horse show procedures and fundraising events. We drew entries from Los Angeles, Riverside and San Diego County. Our shows were hugely successful and well attended by exhibitors and spectators.

Currently I am on the OPA Board and have been elected as the Co Chair for the 2016 OPA Annual BBQ and Dance.

## EDUCATION

**Associates Arts Degree**
University of Anchorage, AK
Antelope Valley College, Lancaster, CA

OC Public Works
*Integrity, Accountability, Service, Trust*
**Shane L. Silsby, Director**

# Memorandum

**DATE:** March 21, 2016

**TO:** Members, Board of Supervisors

**FROM:** for Shane L. Silsby, Director of OC Public Works

**SUBJECT:** Follow Up Information – Agenda Item #S25B

During the March 15, 2016 meeting, the Board of Supervisors continued consideration of Recommendation #3 of Item 10 titled, "Traffic Committee Meeting from January 2016 Meeting." This action requested approval of the Orange County Traffic Committee Report – Item C, to maintain a Two-Way Stop Control at the intersection of Jackson Street and Bishop Avenue in the unincorporated area of Midway City. Vehicle traffic on Bishop Avenue stops at a Two-Way Stop. The information below outlines research conducted and additional information collected by OC Public Works staff for the subject intersection.

**TWO-WAY STOP CONTROL**

The Two-Way Stop Control evaluation was originally conducted by County staff and approved by the OC Traffic Committee (Committee) on December 21, 1984 in response to a request and petition from the area residents.

**CRITERIA FOR TWO-WAY STOP CONTROL**

The intersection did not (and currently does not) meet the vehicular traffic volume threshold for a Two-Way Stop Control on Jackson Street of 6,000 vehicles per day. However, the criteria used for the installation was the restricted view that existed requiring road users to stop in order to adequately observe conflicting traffic on the through street. Placement was determined by stopping minor street traffic. This decision was supported by the prior City Engineer for the City of Westminster.

**BACKGROUND & PUBLIC INPUT ON ALL-WAY STOP REQUESTS**

- On April 15, 2004 the Committee first considered a request for an All-Way Stop initiated by Elmore Toyota. There is no documented evidence of any other community support for this request. The Committee deferred the decision to a future meeting.
- On June 14, 2004 the Committee reconsidered the request, this time initiated by the City of Westminster on behalf of Elmore Toyota. There is no documented evidence of any other community support for this request other than statements made by the requester regarding public and employee concerns. The Committee did not approve the request.
- On January 18, 2006, OC Public Works staff re-assessed the intersection for installation of an All-Way Stop at the request of Elmore Toyota. The All-Way Stop Control warrants were not satisfied at that time. There is no documented evidence of any other community support for this request.
- On June 27, 2006, OC Public Works staff re-assessed the intersection for installation of an All-Way Stop at the request from a constituent. The All-Way Stop Control warrants were not satisfied at that time.
- On October 15, 2015 the Committee reconsidered again the request for an All-Way Stop initiated by the City of Westminster on behalf of Elmore Toyota. The All-Way Stop Control warrants were not satisfied at that time. There is no documented evidence of any other community support for this request.

- On January 21, 2016 the Committee reheard the October 2015 item request for an All-Way Stop initiated by the City of Westminster on behalf of Elmore Toyota. The All-Way Stop Control warrants were not satisfied and the Committee again recommended maintaining the existing Two-Way Stop Control at the intersection.

**COLLISION HISTORY**

Between September 30, 2010 and September 30, 2015, a period of five (5) years, there were no reported collisions at the intersection. The CA Manual of Uniform Traffic Control Devices warrants require a minimum of five (5) collisions in a 12-month period.

Subsequent to the October Committee meeting, as part of the Committee's January 2016 Public Input period of the hearing, California Highway Patrol informed the Committee members about a traffic collision that occurred at the intersection a week after the October 2015 Committee meeting. This collision was not included in the collision portion of the analysis, but was caused due to a motorist running the existing stop sign on Bishop Avenue.

**PREVAILING SPEEDS**

The following additional speed data was collected for a 48-hour period from March 16, 2016 to March 17, 2016:

- The prevailing speed (85$^{th}$ percentile) on Jackson Street south of Bishop Avenue is 33 miles per hour and the average speed is 24 mph.
- The prevailing speed (85$^{th}$ percentile) on Jackson Street north of Bishop Avenue is 29 miles per hour and the average speed is 22 mph.

**ACTION PLAN**

OC Public Works staff will continue monitoring vehicular speeds on Jackson Street and, with the collaboration of the California Highway Patrol and the City of Westminster, will recommend traffic calming measures as appropriate on Jackson Street to reduce the prevailing speed of traffic.

If you have any questions regarding this item, please contact me by phone at (714) 667-9700 or by e-mail at Shane.Silsby@ocpw.ocgov.com.

cc: Frank Kim, County Executive Officer
Mark Denny, Chief Operating Officer
Robin Stieler, Clerk of the Board

NEW ITEM NO: S25B

BOARD DATE: 3-22-16

**THESE ITEM WAS CONTINUED FROM**

**BOARD MEETING** 3-15-16

**ITEM NO.** 10, RA #3

Previously continued from (if applicable):

Board Meeting_____ Item No._____

Board Meeting_____ Item No._____

Board Meeting_____ Item No._____

Board Meeting_____ Item No._____

Board Meeting_____ Item No._____

Board Meeting_____ Item No._____

**Note: If you did not maintain the agenda materials, they are available on the e-Agenda Search Engine:**

**http://agendasearch.ocgov.com/awsearch/default.aspx**

Agenda Item S25B

# AGENDA STAFF REPORT

ASR Control 16-000098

| | |
|---|---|
| **MEETING DATE:** | 03/15/16 |
| **LEGAL ENTITY TAKING ACTION:** | Board of Supervisors |
| **BOARD OF SUPERVISORS DISTRICT(S):** | 1, 3 |
| **SUBMITTING AGENCY/DEPARTMENT:** | OC Public Works (Approved) |
| **DEPARTMENT CONTACT PERSON(S):** | Shane Silsby (714) 667-9700<br>Khalid Bazmi (714) 667-3213 |

**SUBJECT:** Traffic Committee Recommendations from January 2016 Meeting

| CEO CONCUR | COUNTY COUNSEL REVIEW | CLERK OF THE BOARD |
|---|---|---|
| Concur | Approved Resolution to Form | Consent Calendar<br>3 Votes Board Majority |

**Budgeted:** Yes **Current Year Cost:** $3,000 **Annual Cost:** N/A

**Staffing Impact:** No **# of Positions:** **Sole Source:** No

**Current Fiscal Year Revenue:** N/A

**Funding Source:** Road Fund 115: 100% **County Audit in last 3 years:** No

**Prior Board Action:** N/A

## RECOMMENDED ACTION(S):

1. Adopt Resolution to:

   a. Approve the Orange County Traffic Committee Report - Item A, as shown in Attachment B, to establish a time limit parking zone on Prospect Avenue in the North Tustin unincorporated area. (District 3)

   b. Establish a 3-hour time limit parking zone from the hours of 8:30 am to 5:30 pm on Sundays on the east side of Prospect Avenue between 17th Street and Carlsbad Drive.

2. Approve the Orange County Traffic Committee Report - Item B, as shown in Attachment D, and approve minute order directing the Sheriff-Coroner to assign an adult school crossing guard to the intersection of Foothill Boulevard at Old Foothill Boulevard in the North Tustin unincorporated area. (District 3)

3. Approve the Orange County Traffic Committee Report - Item C, as shown in Attachment E, to maintain a two-way stop control at the intersection of Jackson Street and Bishop Avenue in Midway City unincorporated area and re-study this intersection subsequent to the construction of a proximate apartment complex. (District 1)

## SUMMARY:

Approving the Orange County Traffic Committee Reports establishing a time limit parking zone on Prospect Avenue; approving the assignment of an adult school crossing guard to the intersection of Foothill Boulevard at Old Foothill Boulevard; and maintaining the current traffic control at the intersection of Jackson Street at Bishop Avenue will support pedestrian and traffic safety.

## BACKGROUND INFORMATION:

At the January 21, 2016 Orange County Traffic Committee (Committee) meeting, the following items were agendized and discussed to address pedestrian and traffic safety:

A. Request to establish time limit parking zone on east side of Prospect Avenue between 17th Street and Carlsbad Drive in the County of Orange (County) unincorporated area known as North Tustin.

B. Request to assign an adult school crossing guard to the intersection of Foothill Boulevard at Old Foothill Boulevard in the County unincorporated area known as North Tustin.

C. Request to establish intersection control at the intersection of Jackson Street and Bishop Avenue in the County unincorporated area known as Midway City.

Item A Analysis

The request to establish a time limit parking zone on the east side of Prospect Avenue between 17th Street and Carlsbad Drive was initiated by a Trinity United Presbyterian Church representative. The Committee unanimously voted in favor of recommending a 3-hour time limit parking zone. The approximate cost to implement the time limit parking signs on Prospect Avenue is $3,000.

Item B Analysis

The request for assigning an adult school crossing guard to the intersection of Foothill Boulevard at Old Foothill Boulevard was initiated by the Tustin Unified School District on behalf of a parent of a student attending Hewes Middle School. The Committee unanimously voted in favor of recommending the assignment of an adult school crossing guard to this intersection. The cost to provide a crossing guard is covered under an existing crossing guard contract by the Sheriff-Coroner. If additional funds are needed, the Sheriff-Coroner will return to the Board of Supervisors (Board) for consideration of approval.

Item C Analysis

The request to modify the current two-way stop intersection control to an all-way stop intersection control at Jackson Street and Bishop Avenue was initiated by the City of Westminster. At their October 15, 2015 meeting, the Committee heard and discussed this item and voted in favor of the action recommended by staff, by a 3-1 majority vote, to maintain the two-way stop control at the intersection of Jackson Street and Bishop Avenue. The Committee's October meeting recommendation was originally agendized for the December 15, 2015 Board meeting; however, the Board Action necessary to enact this recommendation was deleted in order to return this item to the Committee for further review and discussion. For the January 21, 2016 Committee meeting, the Committee's October meeting minutes were provided to Committee members and interested parties one week in advance for reference of the previous public comments and Committee discussion. Once again, the intersection did not meet the minimum requirements for an all-way stop intersection control. Justification for stop sign installations is based on criteria specified by the State of California, which includes consideration of traffic volumes and accident criteria. Both streets experience low measured traffic volumes, the volumes were well below the

minimum criteria for stop signs. Accidents that are considered are those to be susceptible to correction by an all-way stop installation; the criteria require at least five or more reported crashes of this type in a 12-month period. This intersection had zero reported accidents in a 60-month period. The intersection of Jackson Street and Bishop Avenue met neither the minimum traffic volume nor the minimum accident criteria necessary for an all-way stop control. The Committee by a 4-2 majority voted in favor of maintaining the current two-way stop intersection control and to re-study this intersection subsequent to the construction completion of an apartment complex in the vicinity.

**Compliance with CEQA**: This action is not a project within the meaning of the CEQA Guidelines Section 15378 and is therefore not subject to CEQA, since it does not have the potential for resulting in either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment. The proposed action is therefore not subject to CEQA. Any future action connected to this approval that constitutes a project will be reviewed for compliance with CEQA.

**FINANCIAL IMPACT:**

Appropriations and revenue for the current year cost is included in the FY 2015-16 Modified Budget.

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

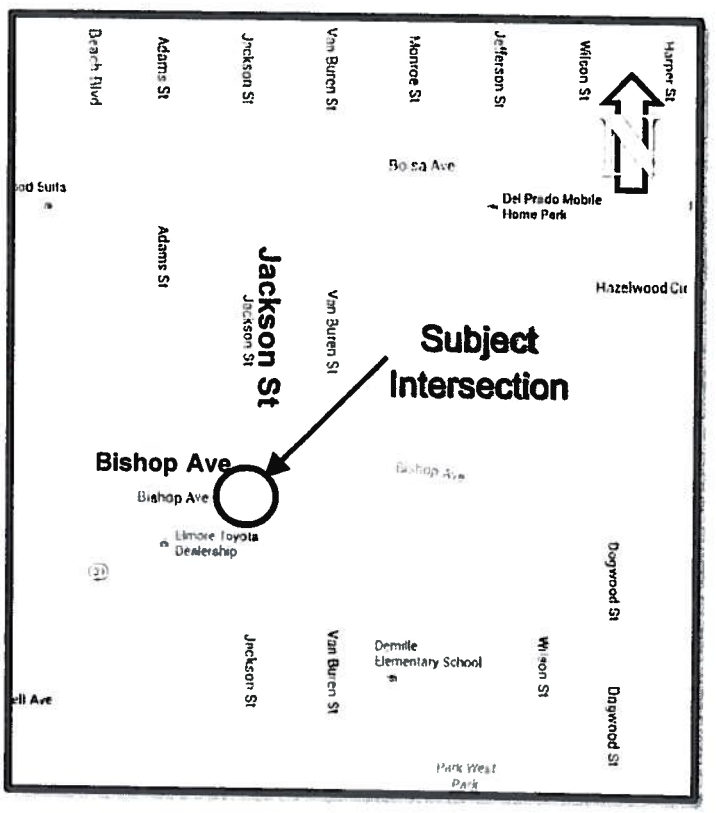
Attachment A - Orange County Traffic Committee Minutes
Attachment B - Orange County Traffic Committee Minutes - Item A Report
Attachment C - Draft Resolution for Item A Report
Attachment D - Orange County Traffic Committee Minutes - Item B Report
Attachment E - Orange County Traffic Committee Minutes - Item C Report

# ORANGE COUNTY TRAFFIC COMMITTEE

| | | |
|---|---|---|
| **COMMITTEE REPORT OF:** | January 21, 2016 | **ITEM C** |
| **SUPERVISORIAL DISTRICT:** | 1 | |
| **SUBJECT:** | Intersection Control | |
| **LOCATION:** | Jackson Street at Bishop Avenue<br>Midway City; TB 828-A4 | |
| **INITIATED BY:** | Constituent Request through the City of Westminster | |
| **INVESTIGATOR:** | Deepthi Arabolu | |
| **REQUEST:** | Establish an all-way stop at the intersection of Jackson Street and Bishop Avenue | |

**DATA:**

**LOCATION MAP**



**COMMITTEE REPORT OF:** January 21, 2016 **ITEM C**

## EXISTING CONDITIONS

Jackson Street is a north-south 40-foot wide local street with one travel lane in each direction. Parking is allowed on both sides along Jackson Street except during street sweeping times. The posted speed limit on Jackson Street is 25 mph.

Bishop Avenue is an east-west 40-foot wide local street with one travel lane in each direction. Parking is allowed on both sides along Bishop Avenue except during street sweeping times. There is no posted speed limit on Bishop Avenue.

This intersection of Jackson Street at Bishop Avenue is currently a two-way stop controlled intersection. Vehicles on Bishop Avenue are required to stop before entering Jackson Street. The land use in the vicinity of this intersection is mixed development of residential and businesses.

Jurisdiction of Jackson Street at Bishop Avenue is shared by the County of Orange and the City of Westminster. The southwest quadrant of the intersection is in the City of Westminster's jurisdiction.

## TRAFFIC VOLUMES – (24 HOUR ADT: ENTERING INTERSECTION)

| Location | Date | Direction | Volume | Peak Hour Volume | |
|---|---|---|---|---|---|
| | | | | AM | PM |
| Jackson Street | 9/23/15 | SB | 1,428 | 134 | 121 |
| Jackson Street | 9/23/15 | NB | 1,125 | 80 | 109 |
| Bishop Avenue | 9/23/15 | EB | 980 | 70 | 91 |
| Bishop Avenue | 9/23/15 | WB | 638 | 67 | 60 |

## SPEED ZONE FIELD DATA

| Location: Jackson St | Date | 85th Percentile (MPH) | 50th Percentile (MPH) | Pace Speed (MPH) | Pace (%) | Posted Speed Limit (MPH) |
|---|---|---|---|---|---|---|
| | | NB/SB | NB/SB | NB/SB | NB/SB | |
| n/o Bishop Ave | 9/30/15 | 27 | 22 | 19-28 | 70 | 25 |
| s/o Bishop Ave | 9/30/15 | 30 | 24 | 22-31 | 67 | 25 |

**COMMITTEE REPORT OF:** January 21, 2016 **ITEM C**

**ACCIDENT DATA**

The City of Westminster's and OC Traffic Engineering's collision records show no reported accidents in the past five years occurring at this intersection.

**ANALYSIS**

On December 15, 2015, the Board of Supervisors approved Orange County Public Works' (OCPW) recommendation to return this item to the Committee for further review and discussion. Previously, at their October 15, 2015 meeting, the Traffic Committee heard and discussed this agenda item and voted in favor of the action recommended by staff, by a 3-1 majority vote, to maintain two-way stop control at the intersection of Jackson Street and Bishop Avenue. See prior meeting minutes for public comments and Committee discussion on that agenda item.

The investigation and analysis of the all-way stop at the intersection of Jackson Street and Bishop Avenue was initiated by request from the City of Westminster's Traffic Engineering Department. Based on available records, this intersection of Jackson Street and Bishop Avenue was previously evaluated for an all-way stop in 2004 and 2006. The results of those investigations concluded the intersection did not meet the minimum requirements for an all-way stop control.

In response to a recent request from the City of Westminster, OCPW Traffic Engineering conducted a new traffic investigation for the intersection of Jackson Street and Bishop Avenue. Currently, the intersection is a two-way stop controlled intersection with Bishop Avenue traffic stopping at Jackson Street. Guidance for stop sign installations is based on criteria specified by the California Manual on Uniform Traffic Control Devices (CA MUTCD) published by the State of California, Department of Transportation, issued to adopt uniform standards and specifications for all official traffic control devices, in accordance with Section 21400 of the California Vehicle Code. The CA MUTCD policies include consideration of minimum traffic volumes and collision history when making a determination as to the appropriateness of all-way stop intersection control. The intersection of Jackson Street and Bishop Avenue met neither the minimum volume nor the accident criteria necessary for an all-way stop control.

The CA MUTCD guidelines specify the vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day and the combined vehicular volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 vehicles per

hour for the same 8 hours. Traffic volume measurements at this intersection showed the vehicular volume entering the intersection from the total of both approaches of the major street (Jackson Street) averaged 193 vehicles per hour for the eight peak traffic hours of a day and the combined traffic volume entering the intersection from the total of both approaches of the minor street (Bishop Avenue) averaged 113 vehicles per hour for the same eight hours. The CA MUTCD also considers collision history and requires at least five or more reported crashes in a 12 month period that are susceptible to correction by an all-way stop installation. This intersection had zero reported accidents over the past 12 month period or even over a 60 month period. The intersection meets sight distance requirements; intersection warning signs are in place on Jackson Street in advance of Bishop Avenue.

Based on the findings of this investigation, the installation of all-way stop control at this intersection of Jackson Street at Bishop Avenue is not recommended by OC Traffic Engineering.

**PUBLIC COMMENTS AND INPUT**

The City of Westminster Traffic Engineer addressed the Committee. He noted that the City of Westminster follows a similar process as the Orange County Traffic Committee, at their City's Traffic Commission and they put together the same type of studies; the difference here, he noted, is that they are dealing with a joint jurisdiction, the County of Orange. He said ideally they would like to have handled this item at the City Traffic Commission level, primarily because the request was initiated by a City representative but noted this item needed to be handled by the County since it is a shared jurisdiction; they supported the County's process. He mentioned about the California Manual of Uniform Traffic Control Devices (CA MUTCD) being the engineering guidelines that hone them in to the types of solutions that they should be focusing on. He mentioned that a misconception they deal with is with people not in the traffic engineering industry that view the CA MUTCD as a set of rules and think that there would be major implications if these rules are not met. He emphasized that the CA MUTCD is a guideline and that other components that are considered besides the engineering policies from the CA MUTCD are enforcement and public participation. He said that one of the things he makes very clear to the community, when making similar recommendations as this one, is that he does not live there, so their study is their best attempt at explaining to the public at large what issues that portion of the community is dealing with so they rely heavily on the experiences of the community on a daily basis. He noted that this item's staff report is excellent and that he is not there to contest any of it. He also added that they would have probably had the same analysis, had they done their study of this intersection. However, he said their conclusion would have varied based on their knowledge of the area, the input of their community, and working with their traffic bureau. He expressed that in today's meeting he is speaking on behalf of the City's elected officials, their City Traffic Commission, a business member (Elmore Toyota), and their police traffic bureau. He asked the Committee to look outside of the CA MUTCD guidelines. He said that CA MUTCD guidelines are written without knowledge of this specific intersection. As

an example, he said that most of South Orange County is a master planned community unlike the subject neighborhood which has a mixed land use of surface lots housing vehicles, service centers, mixed used apartments, a school, a fast food restaurant, and a state highway passing through the middle of their city. He also mentioned that Jackson Street is used as a cut through by drivers wanting to avoid the very busy intersection of Beach Boulevard at McFadden Avenue. He said all these conditions are not going to be reflected in the CA MUTCD which is one of the reasons one has to go out to the area to try to understand the experiences of the community on a daily basis. Elmore Toyota is their community member that feels there is a lot of confusion at this intersection because of the varied users on these roadways, which are unfamiliar to the surroundings and this is not captured by speed and vehicle count data. He urged the Committee to think beyond just the engineering component and take into account the community input. He noted he is very supportive of their city police department's efforts in speed enforcement but due to their shortage of police staff resources, the city relies heavily on CHP's assistance. He concluded that the community that is there all day, their city mayor and city council supports an all-way stop control at this intersection. In response to a question from the Committee whether speeding was his concern on Jackson Street, the City Traffic Engineer stated that speeding is not their issue and clarified that the real issue is the driving behavior from the mixed use of travelers, unfamiliar with the area, who are trying to locate the business they are visiting. For this reason, he stated an all-way stop control at this intersection would enhance safety. In response to another question from the Committee about whether there is a way at this point for this item to be handled at the city level instead of the County since it seems to be more of a city need although it is a shared intersection and the all-way stop warrant is far from being met, the City Traffic Engineer said that they remain open to handling this item in any of the different alternatives previously presented to OCPW; the Chairman of the Traffic Committee provided his input to this question by noting the County has jurisdiction over the majority of the intersection (County has 3 approaches and City has 1 approach) which is why this item is being handled at a County level; also County Counsel was consulted and they advised that the Board of Supervisors still has the authority to approve any modifications to the traffic control at this intersection. Furthermore, in response to another question from the Committee whether any other community members besides Elmore Toyota have provided feedback or concerns regarding this intersection, the City Traffic Engineer answered that the more vocal component and driving force has been Elmore Toyota but others in the past have been the school district, the post office, and the assisted living for disabled people community center but he has no correspondence to these members requests/concerns. He also added that at his meeting in April 2015, the city mayor, city council member, and Elmore Toyota expressed their disappointment it has taken long meaning it has come to the Board of Supervisors twice before and this will be the third time in their request for an all-way stop control at this intersection. He said that this issue has existed for over a decade in which the intersection has never quite met the engineering guidelines for an all-way stop control.

A City of Westminster staff member who is also the City Traffic Commission's Secretary addressed the Committee. She read two letters from the City of Westminster Mayor addressed

to the Committee and the Orange County Board of Supervisors respectively. The first letter, which was previously read at the October Traffic Committee meeting, stated the Mayor's full support of a City Council member's efforts in supporting local business and that the Mayor supports Elmore Toyota's efforts to enhance safety on their frontage streets with the installation of an all-way stop control at the intersection of Jackson Street at Bishop Avenue. The second letter was sent to the Board of Supervisors prior to their December 15, 2015, Board hearing when the Traffic Committee's October meeting recommendation was due to be discussed in that meeting's agenda. The letter stated the Mayor's disappointment that the request for an all-way stop control was denied by the Traffic Committee during the October 2015 meeting. The Mayor stated he fully supports the efforts of their local businesses to make their frontage streets safer and believes the all-way stop control at this intersection would enhance the safety in the area. The Mayor also noted the City Traffic Engineer and two City Traffic Commissioners were present at the October Traffic Committee meeting and spoke in favor of an all-way stop control. The Mayor noted the requestor Elmore Toyota was also at the October meeting and discussed the safety issues they face on a daily basis. The Mayor's letter said that the most compelling testimony at that October meeting was provided by the CHP officer who has patrolled the area for the past three years, and noted the CHP officer supports an all-way stop control at this intersection. The Mayor asks the Board to support their request for an all-way stop control at the subject intersection.

A California Highway Patrol officer addressed the Committee and noted he spoke at the October Traffic Committee meeting. He wanted to add there was a recent traffic collision that occurred on October 24, 2015 at the subject intersection; he specified that the collision was a two car, non-injury type of collision. He noted that this collision was not in the system yet when staff did their research for the last Traffic Committee meeting. Furthermore, he said that there was a single story apartment complex at address of 15349 (Jackson Street) that was demolished and rebuilt as a three-story apartment complex. The officer believes this new complex is going to generate more traffic to the area. He said that if the Committee decides not to recommend an all-way stop at the intersection at this time, he recommends reconsidering the all-way stop in the future with the higher traffic volumes once the new complex is completely built and fully occupied. In response to a question from the Committee about the traffic collision mentioned earlier, the officer explained that the traffic collision was a broadside type that was due to a west bound vehicle on Bishop Avenue failing to yield the right of way to a south bound vehicle on Jackson Street.

## TRAFFIC COMMITTEE DISCUSSION

The Chairman of the Traffic Committee re-stated staff's recommendation and based on staff's presentation and the testimonies, encouraged Committee members to make a motion with a recommendation different from staff's recommended action if they felt it was necessary, or if Committee vote on the original item were to result in voting down staff's recommended action.

**COMMITTEE REPORT OF:** January 21, 2016 **ITEM C**

A Committee member made a motion to maintain the two-way stop control at the intersection of Jackson Street at Bishop Avenue and re-study this intersection subsequent to the construction completion of the apartment complex. The final vote by the Committee was four in favor and two against. The motion was approved by majority vote.

## RECOMMENDATION

Maintain two-way stop control at the intersection of Jackson Street and Bishop Avenue and re-study this intersection subsequent to the construction completion of the apartment complex.

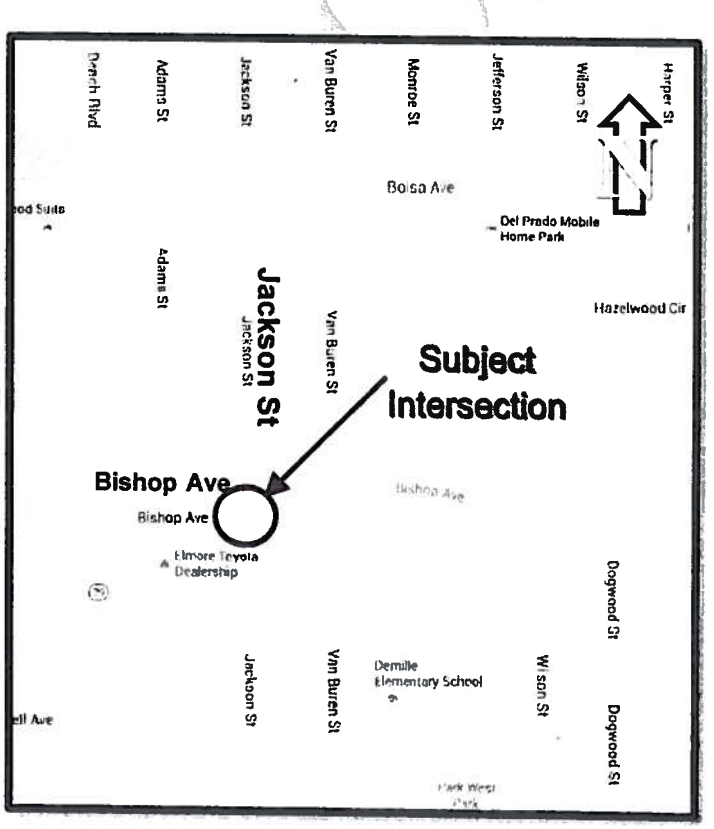
## BOARD ACTION NECESSARY TO ENACT THIS RECOMMENDATION

1. Approve this report.

(Prior Meeting Minutes)
**ORANGE COUNTY TRAFFIC COMMITTEE**

| | | |
|---|---|---|
| **COMMITTEE REPORT OF:** | October 15, 2015 | **ITEM A** |
| **SUPERVISORIAL DISTRICT:** | 1 | |
| **SUBJECT:** | Intersection Control | |
| **LOCATION:** | Jackson Street at Bishop Avenue<br>Midway City; TB 828-A4 | |
| **INITIATED BY:** | Constituent Request through the City of Westminster | |
| **INVESTIGATOR:** | Deepthi Arabolu | |
| **REQUEST:** | Establish an all-way stop at the intersection of Jackson Street and Bishop Avenue | |
| **DATA:** | | |

**LOCATION MAP**



(Prior Meeting Minutes)

**COMMITTEE REPORT OF:** October 15, 2015 **ITEM** A

**EXISTING CONDITIONS**

Jackson Street is a north-south 40-foot wide local street with one travel lane in each direction. Parking is allowed on both sides along Jackson Street except during street sweeping times. The posted speed limit on Jackson Street is 25 mph.

Bishop Avenue is an east-west 40-foot wide local street with one travel lane in each direction. Parking is allowed on both sides along Bishop Avenue except during street sweeping times. There is no posted speed limit on Bishop Avenue.

This intersection of Jackson Street at Bishop Avenue is currently a two-way stop controlled intersection. Vehicles on Bishop Avenue are required to stop before entering Jackson Street. The land use in the vicinity of this intersection is mixed development of residential and businesses.

Jurisdiction of Jackson Street at Bishop Avenue is shared by the County of Orange and the City of Westminster. The southwest quadrant of the intersection is in the City of Westminster's jurisdiction.

**TRAFFIC VOLUMES – (24 HOUR ADT: ENTERING INTERSECTION)**

| Location | Date | Direction | Volume | Peak Hour Volume | |
|---|---|---|---|---|---|
| | | | | AM | PM |
| Jackson Street | 9/23/15 | SB | 1,428 | 134 | 121 |
| Jackson Street | 9/23/15 | NB | 1,125 | 80 | 109 |
| Bishop Avenue | 9/23/15 | EB | 980 | 70 | 91 |
| Bishop Avenue | 9/23/15 | WB | 638 | 67 | 60 |

**SPEED ZONE FIELD DATA**

| Location: Jackson St | Date | 85th Percentile (MPH) | 50th Percentile (MPH) | Pace Speed (MPH) | Pace (%) | Posted Speed Limit (MPH) |
|---|---|---|---|---|---|---|
| | | NB/SB | NB/SB | NB/SB | NB/SB | |
| n/o Bishop Ave | 9/30/15 | 27 | 22 | 19-28 | 70 | 25 |
| s/o Bishop Ave | 9/30/15 | 30 | 24 | 22-31 | 67 | 25 |

**ACCIDENT DATA**

The City of Westminster's and OC Traffic Engineering's collision records show no reported accidents in the past five years occurring at this intersection.

**ANALYSIS**

The investigation and analysis of the all-way stop at the intersection of Jackson Street and Bishop Avenue was initiated by request from the City of Westminster's Traffic Engineering Department. Based on available records, this intersection of Jackson Street and Bishop Avenue was previously evaluated for an all-way stop in 2004 and 2006. The results of those investigations concluded the intersection did not meet the minimum requirements for an all-way stop control.

In response to the recent request from the City of Westminster, Orange County Public Works (OCPW) Traffic Engineering conducted a new traffic investigation for the intersection of Jackson Street and Bishop Avenue. Currently, the intersection is a two-way stop controlled intersection with Bishop Avenue stopping at Jackson Street. Guidance for stop sign installations is based on criteria specified by the California Manual on Uniform Traffic Control Devices (CA MUTCD) published by the State of California, Department of Transportation, issued to adopt uniform standards and specifications for all official traffic control devices, in accordance with Section 21400 of the California Vehicle Code. The CA MUTCD policies include consideration of traffic volumes and accident history when determining that a full stop is required on an approach to an intersection. Due to the study intersection's low traffic volumes and the absence of accidents, the minimum criteria for an all-way stop control at this intersection are not satisfied. Traffic volume measurements at this intersection showed that the current average hourly volume of the total vehicles entering the intersection during the eight highest traffic hours is 306 vehicles (193 for the major street approaches; 113 for the minor street approaches). Vehicle volumes during the eight peak traffic hours are below the average hourly vehicular volume of 500 vehicles specified in the guidelines (300 for the major street approaches; 200 for the minor street approaches). The minor street, Bishop Avenue, generated 37% of the total traffic entering the intersection from all directions. The CA MUTCD guidelines specify that the traffic volume entering the intersection from the minor street approaches must be at least 40% of the total volume entering the intersection from all directions. The CA MUTCD accident criteria requires a minimum of 5 accidents susceptible to correction by an all-way stop installation in a 1 year period at the intersection; this intersection has no reported accidents in the past 5 years. The intersection has sufficient sight distance and intersection warning signs are posted on Jackson Street in advance of Bishop Avenue.

Based on the results of this investigation, the installation of an all-way stop control at this

intersection of Jackson Street at Bishop Avenue is not recommended by OC Traffic Engineering.

**PUBLIC COMMENTS AND INPUT**

The City of Westminster Traffic Engineer addressed the Committee. He concurred with the County's study methodology for all-way stop warrant analysis and noted the City follows the exact same method; the methodology follows the policies of the California Manual of Uniform Traffic Control Devices (CA MUTCD) used by traffic engineers throughout California and is based on the Federal Manual on Uniform Traffic Control Devices (MUTCD). He noted the goal of the CA MUTCD is to provide uniformity for the use and application of traffic control devices throughout California to assist road users in recognizing and understanding the devices regardless of the jurisdiction. He further stated the CA MUTCD takes statistical data from the entire state to arrive to the guidelines and these guidelines determine the likelihood of a successful stop sign installation. However, he claimed the challenge for individuals like him is that some communities differ from block to block and the CA MUTCD does not differentiate between a residential street in one city from one of another. He stated there is a very different feeling a driver has when driving through this intersection versus another intersection in another city. He noted that in many cases for a residential neighborhood, the residents are most accustomed and familiar to the signs. However, he stated that one of the City's most prominent and reputable businesses, Elmore Toyota, is having problems that affect their business and the safety of the public caused by the behavior of vehicles adjacent to their property. He stated that this is essentially the reason why the City initiated the request for an all-way stop sign installation at this intersection of Jackson Street at Bishop Avenue. He mentioned that this intersection is different from other intersections in that it is adjacent to Beach Boulevard which has one of the busiest intersections in Orange County nearby, Beach Boulevard at McFadden Avenue. He mentioned that a lot of westbound vehicles on McFadden Avenue turn right onto Jackson Street to avoid the traffic congestion on Beach Boulevard, due to its close proximity to the freeway ramps while elaborating that the problem with Jackson Street is that drivers unfamiliar with this street find it difficult to become familiarized with the land use; he added that Jackson Street has a regional post office, a car dealer, Elmore Toyota's offsite vehicle storage facility which is frequently accessed by vehicles, small shops, school pedestrian traffic from a local school in the neighborhood, multi-family homes/apartments, and group living units for the mentally ill. He also noted that parking was restricted near the intersection to enhance visibility but that removal of additional parking would be difficult due to the high parking demand in this area. He asked the Committee to focus on the mentioned driver behavior, first time visitors to the businesses being unfamiliar with the area, and all the activity occurring at the intersection; although consideration of these factors does not follow CA MUTCD policy guidelines. He believes the variety of users and not the regular users that come through this intersection is what warrants the installation of an all-way stop intersection control and that if an all-way stop is installed, it would allow parking to be restored since sight distance would no longer be an issue as every vehicle would be expected to stop. Finally, based

on his professional experience, he acknowledged that a City of Westminster report for this situation would be the same as the County's staff report that indicates the intersection does not meet the warrant for an all-way stop per the CA MUTCD. But based on his engineering judgment and comments received from the community, he thinks an all-way stop would be a successful installation although it does not meet CA MUTCD policy warrants. In response to a question from the Committee, the City Traffic Engineer noted there is some pedestrian activity but not enough to warrant a marked crosswalk or the use of a crossing guard. In response to another question from the Committee, he noted there is speed differential where vehicles are stopping, slowing down, or cutting through which is cause for concerns.

The Attorney representing Elmore Toyota addressed the Committee. He mentioned that Elmore Toyota in addition to their property on the southwest corner of the intersection also owns the property on the northwest corner where they wash and store vehicles. He said there is frequent pedestrian activity across Bishop Avenue as a result of Elmore Toyota's day to day operations from these two properties. He also mentioned there are a lot of homeless people who frequent the area which is a concern to them due to the high speed of traffic. He said there are cars racing at high speeds during the evening and at night time. He mentioned that Elmore Toyota has been working for years to get an all-way stop sign installed at this intersection because of high speed traffic and also for traffic safety concerns for their customers and employees.

A City of Westminster staff member who is also the City Traffic Commission's Secretary addressed the Committee. She read a letter from the City of Westminster Mayor addressed to the Committee which stated the Mayor's full support of a City Council member's efforts in supporting local business. The Mayor supports Elmore Toyota's efforts to enhance safety on their frontage streets with the installation of an all-way stop control at the intersection of Jackson Street at Bishop Avenue.

A City of Westminster Council member addressed the Committee. He mentioned that he lives in the vicinity of the intersection and commutes through this area often. He said that, although the speed limit on Jackson Street is 25 mph, it is not always the speed observed by drivers and the City does not have the resources to enforce the speed limit. He said he has witnessed instances of vehicles racing down Jackson Street without stopping or slowing down as they cross the Bishop Avenue intersection and that he has concerns that an inattentive driver on Bishop Avenue may not exercise caution and cause an accident when entering the intersection. He noted that he asked Elmore Toyota of any accidents at this intersection and the feedback he received was that there have been close calls but no accidents; they feel that something needs to be done before a serious accident occurs. He further mentioned that due to the high on-street parking demand, sometimes people park in the restricted areas of Jackson Street near

the intersection making it difficult for drivers on Bishop Avenue to see oncoming traffic on Jackson Street. He requested the Committee to approve the installation of an all-way stop sign at this intersection.

Two City of Westminster Traffic Commissioners addressed the Committee to state their support for the installation of an all-way stop sign at this intersection. One of the commissioners mentioned that he lives in the neighborhood and has witnessed cars speeding along the intersection.

A California Highway Patrol officer addressed the Committee. He stated that he is currently assigned to this unincorporated area and mentioned he has been responsible for patrolling this area for about 2 1/2 years and is very familiar with the intersection. He said that he issues a lot of speeding tickets on Jackson Street and that there is cut-through traffic northbound from McFadden Avenue and southbound from Bolsa Avenue. He mentioned it is an area that has a lot of pedestrian traffic. He also mentioned about the apartment complexes at the southeast corner of the intersection that create a blind spot for westbound pedestrian traffic crossing the intersection. For these reasons, he personally supported the installation of an all-way stop sign at the intersection even though the data does not support it.

**TRAFFIC COMMITTEE DISCUSSION**

In response to a question from the Committee, staff noted there are sufficient parking restrictions on Jackson Street for sight distance; the Chairman of the Traffic Committee noted that enforcement of these parking restriction areas is needed to achieve the optimum sight distance. The Chairman reminded the Committee that all-way stop sign installations are not intended to be traffic calming devices; they are intended for the purpose of assigning right of way at an intersection and that OCPW abstains from using them as traffic calming devices; OCPW's decisions are based on guidelines from the CA MUTCD which are based on factual data of the behavior of the intersection not on perceptions which may differ from one person to another. In response to another question from the Committee, staff noted that based on staff's field observations there has been minimal pedestrian traffic activity crossing Jackson Street at this intersection. The Chairman added that the current data, including historical data, does not support the installation of an all-way stop control sign at the intersection. The problems heard by the Committee are perception, and that it becomes perception when the statements are not supported by data.

A motion was made to maintain a two-way stop control at the intersection of Jackson Street at Bishop Avenue as recommended by staff. The final vote by the Committee was three in favor,

one against and one abstention. The motion was approved by majority vote.

**RECOMMENDATION**

Maintain a two-way stop control at the intersection of Jackson Street and Bishop Avenue.

**BOARD ACTION NECESSARY TO ENACT THIS RECOMMENDATION**

1. Approve this report.

INFO ONLY

# Revision to ASR and/or Attachments

2016 MAR 18 AM 8:39
CLERK OF THE BOARD
ORANGE COUNTY
BOARD OF SUPERVISORS

**Date:** **3/17/2016**

**To:** Clerk of the Board of Supervisors

**CC:** County Executive Office

**From:** **Steve Franks, Director, OC Community Resources**

**Re:** ASR Control #: SUPPLEMENTAL, Meeting Date 3/22/2016 Agenda Item No. # S25C

**Subject:** Second Amendment to Agreement with Mercy House Living Centers, Inc.

---

Explanation: Please revise the BOARD OF SUPERVISORS DISTRICT(S) as follows:

~~All Districts~~ Districts 1 and 4

☐ Revised Recommended Action(s)

☒ Make modifications to the:

☐ Subject ☒ Background Information ☐ Summary

Please add the highlighted language to the following paragraphs:

First paragraph:

The Cities of Anaheim and Santa Ana notified OC Community Services staff of their desire to provide additional funding to the County to support the operation of the Armory Emergency Shelter Program beyond the operational days supported by County. The cities are scheduled to approve these contributions at their March 15, 2016 and March 22, 2016 City Council meetings. If approved by your Board, the additional funding from the Cities will be transferred to the County by grant agreements as shown in Attachments C and D. As these funding agreements are still subject to City Council approval, OC Community Services is requesting to use up to $199,500 in General Funds previously approved by your Board. If the funding is approved by the cities, the General Fund requirement will be reduced or eliminated.

Fifth paragraph:

The program budget outlined in the Second Amendment includes County Community Development Block Grant, Emergency Solutions Grant, Fund 15U, Fund 15G-CalWorks, Fund 117 County Ops Reserves and General Funds totaling $1,473,574 and other non-county funding sources totaling $519,000 for a grand total of $1,992,574. Non-county funding sources are awarded directly to Mercy House by other funders, including the cities of Garden Grove, Fullerton, Tustin and Santa Ana as well as funding from the Federal Emergency Food and Shelter Program Board.

☐ Revised Attachments (attach copy of revised attachment(s))

# County Executive Office

S2SC

## Memorandum

March 16, 2016

**To:** Clerk of the Board of Supervisors

**From:** Frank Kim, County Executive Officer

**Subject:** Exception to Rule 21

---

**The County Executive Office is requesting a supplemental for the March 22, 2016 Board Hearing Meeting.**

**Agency:** OC Community Resources
**Subject:** Second Amendment to Agreement with Mercy House Living Centers, Inc.
**District:** All Districts

**Reason for supplemental:** The Amendment to the Agreement with Mercy House Living Centers, Inc. was not finalized until after the Clerk of the Board's filing deadline. Although the Armory Emergency Shelters in Santa Ana and Fullerton are available through April 15, 2016 from the California National Guard, due to limited funding they are currently expected to close March 25, 2016. Therefore, this Agenda Staff Report needs to be placed on the March 22, 2016 Board meeting for approval of funding necessary to keep the Armory Emergency Shelter Program open for an additional 21 days.

Concur: _____
Chairwoman Lisa Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item
*Clerk's Use Only* S2SC

# SUPPLEMENTAL AGENDA ITEM
# AGENDA STAFF REPORT

**MEETING DATE:** 3/22/2016

**LEGAL ENTITY TAKING ACTION:** Board of Supervisors

**BOARD OF SUPERVISORS DISTRICT(S):** All Districts

**SUBMITTING AGENCY/DEPARTMENT:** OC Community Resources

**DEPARTMENT HEAD REVIEW:** *Department Head Signature*

**DEPARTMENT CONTACT PERSON(S):** Julia Bidwell (714) 480-2991
Kelly Lupro (714) 480-2744

**SUBJECT:** Second Amendment to Agreement with Mercy House Living Centers, Inc.

| CEO CONCUR | COUNTY COUNSEL REVIEW | CLERK OF THE BOARD |
|---|---|---|
| *CEO Signature* | APPROVED AS TO FORM<br>*Action*<br>*County Counsel Signature* | Discussion<br>3 Votes Board Majority |

**Budgeted:** No **Current Year Cost:** $199,500 **Annual Cost:** N/A

**Staffing Impact:** No **# of Positions:** **Sole Source:** No

**Current Fiscal Year Revenue:** See Financial Impact Section

**Funding Source:** See Financial Impact Section **County Audit in last 3 years** No

**Prior Board Action:** 05/05/2015 #52, 03/10/2015 #22

## RECOMMENDED ACTION(S)

1. Approve the use of up to $199,500 in previously approved Year-Round Emergency Shelter operation funds to allow the Armory Emergency Shelters to remain open for 21 additional days in FY 2015-16.

2. Authorize acceptance of funding in the amount of $99,750 from the City of Anaheim and $99,750 from the City of Santa Ana for the Armory Emergency Shelter Program for additional operating days.

3. Authorize the OC Community Resources Director or designee to execute the Second Amendment to the Agreement with Mercy House Living Centers, Inc. in an amount not to exceed $199,500 for a revised cumulative contract total amount of $1,473,574 for the period of July 1, 2015 through June 30, 2016.

4. Authorize the OC Community Resources Director or designee to execute Agreements with the

Cities of Anaheim and Santa Ana for expanded shelter service in the form of Attachments C and D.

5. Authorize the OC Community Resources Director or designee to exercise a contingency cost increase or decrease in an amount not to exceed 10% of the total amount of the Agreement and to make line item budget transfers and corresponding changes to units of service within the existing scope of work, pursuant to County Contract Policy Manual Section 3.3-113.

**SUMMARY:**

Approval and authorization for OC Community Services to utilize up to $199,500 of funding previously approved for Year-Round Emergency Shelter operation and to accept $199,500 in funds from the Cities of Anaheim and Santa Ana will allow the Armory Emergency Shelter Program to remain open an additional 21 days thereby providing additional shelter and supportive services to the homeless.

**BACKGROUND INFORMATION:**

On October 25, 2011, your Board selected Mercy House Living Centers, Inc. (Mercy House) as the contracted operator for the Armory Emergency Shelter Program and authorized OC Community Resources to negotiate an Agreement with Mercy House, which was approved on May 1, 2012. In addition, on March 10, 2015, your Board authorized OC Community Resources to negotiate with Mercy House to operate the Armory Emergency Shelter Program for two additional years from July 1, 2015 to June 30, 2017 and return to the Board of Supervisors for approval of a funding agreement. On May 5, 2015, your Board approved the FY 2015-16 funding allocation as part of the FY 2015-16 Annual Action Plan process.

Although the Armory Emergency Shelters in Santa Ana and Fullerton are available through April 15th from the California National Guard, due to limited funding they are currently expected to close on March 25, 2016.

The Cities of Anaheim and Santa Ana notified OC Community Services staff of their desire to provide additional funding to the County to support the operation of the Armory Emergency Shelter Program beyond the operational days supported by County. The cities are scheduled to approve these contributions at their March 15, 2016 and March 22, 2016 City Council meetings. If approved by your Board, the additional funding from the Cities will be transferred to the County by grant agreements as shown in Attachments C and D. As these funding agreements are still subject to City Council approval, OC Community Services is requesting to use up to $199,500 in General Funds previously approved by your Board. If the funding is approved by the cities, the General Fund requirement will be reduced.

On June 23, 2015, as part of the FY 2015-16 budget process, your Board approved an allocation of $3.6 million to support the operation of two year-round emergency shelters with funds to be held in Fund 15B until costs are incurred. Since a Year-Round Emergency Shelter site is not yet operational, OC Community Services is recommending that up to $199,500 of the previously approved $3.6 million in General Funds for the operation of Year-Round Emergency Shelter be used to support the extension of the Armory Emergency Shelter Program for 21 additional days.

The Agreement with Mercy House was amended administratively (First Amendment) in March 2016. The First Amendment did not require Board approval as it did not constitute a Substantial Amendment as defined in the Citizens Participation Plan approved by the Board on May 5, 2015. The First Amendment incorporated additional rapid rehousing and supportive services funding received from the County's

Social Services Agency's CalWORKs Housing Support Program and revised the level of accomplishments accordingly.

Authorization to execute the Second Amendment to the current Agreement with Mercy House Living Centers, Inc. will allow the seasonal shelter program to remain open from approximately March 26, 2016 through April 15, 2016. This contract includes subcontractors. See Attachment E for information regarding subcontractors and Contract Summary Form.

The program budget outlined in the Second Amendment includes County Community Development Block Grant, Emergency Solutions Grant, Fund 15U, Fund 15G-CalWorks, County Ops Reserves and General Funds totaling $1,473,574 and other non-county funding sources totaling $519,000 for a grand total of $1,992,574. Non-county funding sources are awarded directly to Mercy House by other funders, including the cities of Garden Grove, Fullerton, Tustin and Santa Ana as well as funding from the Federal Emergency Food and Shelter Program Board.

**FINANCIAL IMPACT:**

Funds supporting the expansion of the Armory Emergency Shelter Program will be allocated from the FY 2015-16 Modified Budget, specifically from the $3.6 million previously approved by the Board of Supervisors to support the Year-Round Emergency Shelters. The cities of Anaheim and Santa Ana are scheduled to discuss their possible contributions at their March 2016 Council meetings. If the contributions are approved by the City Councils, the funding will be used to offset the amount needed from General Funds. OC Community Resources has submitted an adjustment to appropriations and revenues in the FY 2015-16 Third Quarter Budget Report.

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

Attachment A – Second Amendment to Agreement with Mercy House Living Centers, Inc.
Attachment B – Redline Version
Attachment C – Agreement with City of Anaheim
Attachment D – Agreement with City of Santa Ana
Attachment E – Contract Summary Form

**SECOND AMENDMENT**

**TO CONTRACT #15-22-0015-PS**

**BETWEEN THE**

**COUNTY OF ORANGE**

**AND**

**MERCY HOUSE LIVING CENTERS**

**FOR**

**THE PROVISIONS OF COMMUNITY DEVELOPMENT BLOCK GRANT (14.128), EMERGENCY SOLUTIONS GRANT (14.231) AND/OR LOCAL FUNDS PUBLIC SERVICES**

This AMENDMENT to Contract #15-22-0015-PS, hereinafter referred to as "Second Amendment," is made and entered into or upon execution of all necessary signatures between the County of Orange, a political subdivision of the State of California, and recognized Urban County under the Federal Housing and Community Development Act of 1974 (Public Law 93-383), as amended, with a place of business at 1770 North Broadway, Santa Ana, CA 92706-2642; hereinafter referred to as "COUNTY," and Mercy House living Centers, a non-profit corporation, in the State of California with a place of business at 807 North Garfield, Santa Ana, CA 92701-3821, hereinafter referred to as "SUBRECIPIENT," with COUNTY and SUBRECIPIENT sometimes referred to as "PARTY", or collectively as "PARTIES."

**RECITALS:**

**WHEREAS,** COUNTY and SUBRECIPIENT entered into Contract Number 15-22-0015-PS (hereinafter referred to as "Original Contract"), for the provision of Public Services activities commencing July 1, 2015 and terminating June 30, 2016 in the amount of $1,050,824.00; and

**WHEREAS,** in March 2016, COUNTY and SUBRECIPIENT executed the First Amendment to Contract Number 15-22-0015-PS, by adding $223,250.00 for a new maximum obligation of $1,274,074.00 for the provision of Public Services activities commencing July 1, 2015 and terminating June 30, 2016; and

**WHEREAS**, SUBRECIPIENT is performing satisfactory as required by the CONTRACT; and

**WHEREAS,** the COUNTY now desires to increase the CONTRACT by the

monetary amount of $199,500.00, for a new maximum obligation of $1,473,574.00; and

**WHEREAS,** the PARTIES now desire to amend Attachments B and C; and

**NOW, THEREFORE**, in consideration of the mutual obligations set forth herein, both PARTIES mutually agree as follows:

**ARTICLES**:

1. The Seventh Paragraph in the Recitals Section of the Contract shall be amended in its entirety to read as follows:

   "WHEREAS, COUNTY approved an allocation of $1,473,574.00 (One Million Four Hundred Seventy-Three Thousand Five Hundred Seventy-Four Dollars and 00 Cents) in program funding to SUBRECIPIENT for the Fiscal Year 2015-16; and"

2. Section 1 of Attachment B to the Contract shall be amended to read as follows:

   "**1. COMPENSATION**. This is a fixed fee price CONTRACT between the COUNTY and the SUBRECIPIENT for **$1,473,574.00** as set forth in Attachment A. Scope of Services attached hereto and incorporated herein by reference. The SUBRECIPIENT agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the SUBRECIPIENT of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with paragraphs C and R of the COUNTY's General Terms and Conditions."

3. Attachment C-Budget Schedule shall be amended in its entirety to read as follows, see Attachment C-2 below.

4. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

THE REMAINDER OF THE PAGE WAS INTENTIONALLY LEFT BLANK

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this Second Amendment on the dates with their respective signatures:

***MERCY HOUSE LIVING CENTERS**

By: _____ By: _____

Name: _____ (Print) Name: _____ (Print)

Title: _____ Title: _____

Dated: _____ Dated: _____

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the contractor to a contract, must sign on one of the lines above.

**********

**COUNTY OF ORANGE**
A Political Subdivision of the State of California

By: _____ Dated: _____
Steve Franks, Director
OC Community Resources

**APPROVED AS TO FORM**
**COUNTY COUNSEL**

**By:**_____ **Date:**_____
**Deputy County Counsel**

**IN WITNESS WHEREOF**, the PARTIES hereto have executed this Second Amendment on the dates with their respective signatures:

***MERCY HOUSE LIVING CENTERS**

By: _____ By: _____

Name: _____ (Print) Name: _____ (Print)

Title: _____ Title: _____

Dated: _____ Dated: _____

*For Contractors that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For Contractors that are not corporations, the person who has authority to bind the contractor to a contract, must sign on one of the lines above.

**********

**COUNTY OF ORANGE**
A Political Subdivision of the State of California

By: _____ Dated: _____
Steve Franks, Director
OC Community Resources

**APPROVED AS TO FORM**
**COUNTY COUNSEL**

**By:** _____ **Date:** 03.11.2016
**Deputy County Counsel**

ATTACHMENT C-2

1. **SUBRECIPIENT's Cost Proposal**

**Project Title:** FY 2015-16 Armory Emergency Shelter Program

A. Administration and Program Cost Proposal

| Proposed Activities | County Funds | SSA Fund | Total Budget (Col. 1 + Col. 2) |
|---|---|---|---|
| 1. Administration Costs | $89,760 | | $89,760 |
| 2. Operating Costs | $726,298 | $165,450 | $891,748 |
| 3. Rapid Rehousing | $80,733 | $397,800 | $478,533 |
| 4. HMIS | $13,533 | - | $13,533 |
| **TOTAL** | **$910,324** | **$563,250** | **$1,473,574** |

Revenue Resource Summary

| Anticipated Funding Sources | FY 2015-16 |
|---|---|
| County General Funds/City of Anaheim/City of Santa Ana | $199,500 |
| Federal Community Development Block Grant (CDBG) Funds [County] | $ 209,942 |
| Federal Emergency Solutions Grant (ESG) Funds [County] | $250,882 |
| Fund 15U | $ 50,000 |
| Fund 15G - CalWorks [County] | $563,250 |
| Ops Reserves [County] | $200,000 |
| Federal Emergency Food and Shelter Program (EFSP) - Pending | $ 375,000 |
| Emergency Solutions Grant (ESG) Funds [City of Santa Ana]. | $ 31,500 |
| Community Development Block Grant (CDBG) Funds [City of Fullerton] | $15,000 |
| Emergency Solutions Grant (ESG) Funds [City of Garden Grove] | $ 10,000 |
| Community Development Block Grant (CDBG) Funds [City of Tustin] - Pending | $ 5,000 |

| | |
|---|---|
| Emergency Solutions Grant (ESG) Funds [City of Santa Ana]. RRH | $ 28,500 |
| United Way | $50,000 |
| Stater Brothers Charities | $4,000 |
| **TOTAL FUNDS** | **$1,992,574** |
| **Shelter Operational Days = Minimum of 85 days up to 157 days, depending on final funding allocations** | |

## 2. FUNDS/PROGRAM FUNDING BUDGET:

A. Funds

1. Funds will be used to:
Fill gaps in other funding shortfalls to include, but not limited to: operations, salaries and benefits, transportation, security, food, insurance costs, equipment and supplies, maintenance and other operating costs and support services, such as rapid re-housing assistance activities. Other funding sources may include but not limited to federal, State and local funds, etc.

B. Program Funding Budget
The subject proposal will be financed under this CONTRACT as follows:

County General Funds/City of Anaheim/City of Santa Ana $199,500
Operations, Support Services, Salaries and Benefits

15U (local funds) $ 50,000
Operations, Support Services, Salaries and Benefits

CDBG funds (24 CFR Part 570) (KCXXXXX– IDIS XXXX) $ 209,942
Operations, Support Services, Salaries and Benefits

ESG funds (24 CFR Part 576) $ 250,882
Shelter/Operations/Essential Services
($158,616) (KEXXXXX IDIS XXXX)
Rapid Re-housing
($80,733) (KEXXXXX IDIS XXXX)
HMIS
($11,533) (KEXXXXX IDIS XXXX)

Fund 15G – CalWorks (local funds) $ 563,250
Operations, Support Services, Salaries and Benefits

Ops Reserves (local funds) $ 200,000

Operations, Support Services, Salaries and Benefits

**TOTAL FUNDS** **$ 1,473,574**

C. Matching Funds
   a. Amount of Matching Funds (Must be at 100%) $250,882
   b. Source of Matching Funds: Cash and/or In-Kind

D. Funds shall be used for the following items, unless ineligible Program activity/cost as identified from its funding source:

   1. Costs relating to the operations, salaries and benefits, transportation, security, food, insurance, equipment and supplies, maintenance, and other related operating costs and support services relating to rapid re-housing assistance.

E. Members of SUBRECIPIENT's Board of Directors will serve in a voluntary capacity and receive no compensation, other than reimbursement for expenses, for their services. Under no circumstances will compensation for staff of SUBRECIPIENT exceed 45 percent of overall funding from all sources, other than reimbursement for expenses.

F. Upon written request by SUBRECIPIENT and written approval by the DIRECTOR, or designee, compensation may be reallocated to address any costs incurred for previously unbudgeted uses eligible under the applicable COUNTY guidelines.

G. Prior to final payment by COUNTY, reimbursement for the cost associated with the National Guard License Agreement, attached as Attachment H, and incorporated herein by reference, for rent of the program will be held until it is determined that the cost for these services have been paid in full.

**3. <u>REQUIRED EXPENDITURE THRESHOLD:</u>**

The following "Required Expenditure Threshold" criteria have been established to guide the SUBRECIPIENT in structuring and scheduling their expenditure of funds received through this CONTRACT. The criteria thresholds are consistent with the criteria used by OC Community Resources to determine performance including, but not limited to, determinations of future award of funds, additional funding requests and/or determinations for the recapture of funding.

Based on the first day of shelter operation, the following are the minimum required expenditure threshold.
For a 157-Day Shelter Operation:

| *Milestone Date* | *Minimum Required Expenditure of Shelter Funds Threshold* |
|---|---|

| | |
|---|---|
| 30 days after first day of shelter operation - | 35% of contracted Amount Expended |
| 60 days after first day of shelter operation - | 50% of contracted Amount Expended |
| 90 days after first day of shelter operation - | 60% of contracted Amount Expended |
| 120 days after first day of shelter operation- | 80% of contracted Amount Expended |
| 157 days after first day of shelter operation- | 100% of contracted Amount Expended |

# CONTRACT

## BETWEEN

## COUNTY OF ORANGE

## AND

## MERCY HOUSE LIVING CENTERS

## FOR

## THE PROVISIONS OF COMMUNITY DEVELOPMENT BLOCK GRANT (14.218), EMERGENCY SOLUTIONS GRANT (14.231) AND/OR LOCAL FUNDS

## PUBLIC SERVICES

# CONTRACT

Table of Contents ..... 2
Recitals ..... 4
Definitions ..... 5

## ARTICLES

### ADDITIONAL TERMS AND CONDITIONS

1. Scope of Services ..... 6
2. Term ..... 6
3. Contingency of Funds ..... 7
4. Fiscal Appropriations ..... 7
5. Adjustments – Scope of Services ..... 7
6. Changes/Extra Work ..... 8
7. Breach of Contract ..... 8
8. Conditions Affecting Work ..... 8
9. Conflict of Interest – SUBRECIPIENT's Personnel ..... 8
10. Conflict of Interest – COUNTY Personnel ..... 9
11. Consulting Contract – Follow On Work ..... 9
12. Contingent Fees ..... 9
13. Bankruptcy/Insolvency ..... 9
14. SUBRECIPIENT's Project Manager and Key Personnel ..... 9
15. Data – Title To ..... 10
16. County Of Orange Child Support Enforcement ..... 10
17. EDD Independent Contractor Reporting Requirements ..... 10
18. Emergency/Declared Disaster Requirements ..... 11
19. SUBRECIPIENT's Responsibilities ..... 11
20. Business License ..... 11
21. Substantial Amendments ..... 11
22. Payment Requirements ..... 11
23. Program Income ..... 13
24. Performance ..... 13
25. Performance Monitoring ..... 14
26. Disputes – Contract ..... 15
27. Gratuities ..... 15
28. Termination – Convenience of the County ..... 16
29. Termination – Orderly ..... 18
30. Stop Work ..... 18
31. Federal Administrative Requirements ..... 19
32. Environmental Conditions ..... 26
33. General Administration ..... 26
34. News/Information Release ..... 29
35. Notices ..... 29
36. Ownership of Documents ..... 29
37. Precedence ..... 29
38. Project Manager, County ..... 30
39. Errors and Omissions ..... 30

**GENERAL TERMS AND CONDITIONS**

A. Governing Law and Venue ..... 30
B. Entire Contract ..... 30
C. Amendments ..... 30
D. Taxes ..... 31
E. Delivery ..... 31
F. Acceptance/Payment ..... 31
G. Warranty ..... 31
H. Patent/Copyright Materials/Proprietary Infringement ..... 31
I. Assignment or Sub-Contracting ..... 31
J. Non-Discrimination ..... 31
K. Termination ..... 32
L. Consent to Breach Not Waiver ..... 32
M. Remedies Not Exclusive ..... 32
N. Independent Contractor ..... 32
O. Performance ..... 32
P. Insurance ..... 32
Q. Bills and Liens ..... 35
R. Changes ..... 35
S. Change of Ownership ..... 35
T. Force Majeure ..... 35
U. Confidentiality ..... 35
V. Compliance with Laws ..... 35
W. Freight (F.O.B. Destination) ..... 36
X. Pricing ..... 36
Y. Intentionally left blank ..... 36
Z. Terms and Conditions ..... 36
AA. Headings ..... 36
BB. Severability ..... 36
CC. Calendar Days ..... 36
DD. Attorney Fees ..... 36
EE. Interpretation ..... 36
FF. Authority ..... 36
GG. Employee Eligibility Verification ..... 36
HH. Indemnification ..... 37
II. Audits/Inspections ..... 37
CONTRACT Signature Page ..... 38

**ATTACHMENTS / EXHIBITS**

Attachment A – Scope of Services
Attachment B – Compensation/Payment
Attachment C – SUBRECIPIENT's Cost Proposal
Attachment D – Staffing Plan
Attachment E – Project Schedule
Attachment F – Client Rules
Attachment G – Good Neighbor Plan
Attachment H – Template License to Use State Military Facility
Exhibit A – County of Orange Child Support Enforcement Certification
Exhibit B – OC Community Resources Contract Reimbursement Policy
Exhibit C – Drug-Free Workplace

Exhibit D – Lobbying Form LLL
Exhibit E – Federal Emergency Solutions Grant (ESG) Regulations

This Agreement, 15-22-0015-PS hereinafter referred to as "CONTRACT" is made between the County of Orange, a political subdivision of the State of California and recognized Urban County under the Federal Housing and Community Development Act of 1974 (Public Law 93-383), as amended, with a place of business at 1770 North Broadway, Santa Ana, CA 92706-2642; hereinafter referred to as "COUNTY," and Mercy House living Centers, a non-profit corporation, in the State of California with a place of business at 807 North Garfield, Santa Ana, CA 92701-3821, hereinafter referred to as "SUBRECIPIENT," with COUNTY and SUBRECIPIENT sometimes referred to as "PARTY", or collectively as "PARTIES."

This Agreement, hereinafter referred to as CONTRACT, is entered into on _____.

**RECITALS**

This CONTRACT is made with reference to the following facts, among others:

WHEREAS, COUNTY has applied for and anticipates receiving funds from the United States Department of Housing and Urban Development, hereinafter referred to as "HUD", under Title I of the Housing and Community Development Act of 1974 (Public Law 93-383, as amended) for the purpose of funding programs meeting one of the HUD national objectives; and

WHEREAS, a Grant Agreement between HUD and the County of Orange has been entered; and

WHEREAS, COUNTY and Participating Cities previously entered into a Cooperation Agreement effective July 1, 2015 as amended, in which both PARTIES agreed to cooperate in the undertaking, or assist in the undertaking, of community development and housing assistance activity; and

WHEREAS, SUBRECIPIENT has submitted to COUNTY an application for the FY 2015-16 Housing Rehabilitation and Public Facilities & Improvements RFP process for funding of a housing and community development activity; and

WHEREAS, COUNTY adopted its FY 2015-16 Annual Action Plan, (hereinafter referred to as "Annual Action Plan"), including any substantial amendments, which sets forth the PROGRAM described herein; and

WHEREAS, HUD, in accordance with 24 CFR Part 570 Subpart O, 570.902, will annually review the performance of COUNTY to determine whether COUNTY has carried out its Community Development Block Grant (CDBG) assisted activities in a timely manner and has significantly disbursed CDBG funds and met the mandated "1.5 ratio" threshold; and

WHEREAS, COUNTY approved an allocation of $1~~,050,824~~1,473,574.00 (One Million ~~Fifty~~ Four Hundred Seventy-Three Thousand ~~Eight~~ Five Hundred ~~Twenty~~Seventy-Four Dollars and 00 Cents) in program funding to SUBRECIPIENT for the Fiscal Year 2015-16; and

WHEREAS, HUD has accepted and certified the aforementioned ANNUAL ACTION PLAN; and

WHEREAS, COUNTY engages SUBRECIPIENT to assist COUNTY in utilizing aforesaid funds:

NOW, THEREFORE, the PARTIES mutually agree as follows:

## DEFINITIONS

For the purposes of this CONTRACT the following definitions shall apply:

1. HUD: United States Department of Housing and Urban Development.
2. OC COMMUNITY RESOURCES (OCCR): Designated as the Lead for the development and implementation of County of Orange Urban County Program's Consolidated Plan.
3. DIRECTOR: DIRECTOR of OC Community Resources, or designee.
4. PROGRAM INCOME: The gross income received by SUBRECIPIENT directly generated from the use of the subject program funds.
5. GRANTEE PERFORMANCE REPORT (GPR) INFORMATION FORM: A PROGRAM activity data document provided by COUNTY to SUBRECIPIENT used to monitor and track the performance of SUBRECIPIENT.
6. OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY: A COUNTY document setting policies regarding types of documentation required to support the costs incurred and paid (including but not limited to copies of paid invoices, certified payroll registers, bank statements, etc.)
7. PROJECT: Any site or sites, including buildings, and/or activities assisted with federal program funds.
8. OMB: Federal Office of Management and Budget.
9. CAPER: Consolidated Annual Performance and Evaluation Report. An annual published report to HUD and the public on all housing-related activities.
10. CDBG: 24 CFR Part 570 - Community Development Block Grant – the CDBG regulations set forth eligible activities and the national objectives that each activity must meet. The Catalog of Federal Domestic Assistance (CFDA) # 14.218 distributes formula grants (CDBG) to develop viable urban communities by providing decent housing, a suitable living environment, and expanding economic opportunities, principally for persons of low and moderate income.
11. CONTINUUM OF CARE: An Orange County group composed of representatives of relevant organizations that serve homeless and formerly homeless persons that are organized to plan for and provide, as necessary, a system of services to address the various needs of homeless persons and persons at risk of homelessness.
12. HOMELESS MANAGEMENT INFORMATION SYSTEM (HMIS): The information system designated by the Continuum of Care to comply with HUD's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and persons at risk of homelessness. (24 CFR Part 580)

13. EQUIPMENT: Tangible, non-expendable, personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit.

14. SUBSTANTIAL AMENDMENT: The following criteria will be used by the COUNTY – if any one criteria applies, a substantial amendment will be required:
    - 14.1 A new activity not previously listed and described in the Consolidated Plan/Annual Action Plan;
    - 14.2 When a proposal is made to amend the description of an existing activity in such a way that the newly described purpose, scope, or beneficiaries differ significantly from the original activity's purpose, scope, or beneficiaries; and/or
    - 14.3 An increase in the amount of Federal Community Planning Development and/or local funds allocated to an existing activity when the following apply:
        - 14.3.1 An increase in funding for a public service activity in an amount greater than a 50% increase over the current funded amount; or
        - 14.3.2 An increase in the funding for public facility improvements/housing rehabilitation in an amount greater than a 50% increase over the current funded amount.

15. CONSTRUCTION BID PACKAGE: A package of bidding documents which includes the proposal, bidding instructions, CONTRACT documents, detailed estimated costs, and plans and specifications for a construction project, all prepared in accordance with applicable Federal regulations.

16. PROGRAM ADMINISTRATION: An activity relating to the general management, oversight and coordination of community development programs. Costs directly related to carrying out eligible activities are not included.

## ARTICLES

### Additional Terms and Conditions:

1. **Scope of Services:** This CONTRACT specifies the Contractual terms and conditions by which the COUNTY will procure services from SUBRECIPIENT as further detailed in the Scope of Services, identified and incorporated herein by this reference as "Attachment A".

2. **Term of CONTRACT:** This CONTRACT shall be effective from July 1, 2015 through June 30, 2016, unless otherwise terminated by the COUNTY. The term of this CONTRACT may be extended upon mutual agreement of the parties in writing in accordance with paragraph 2.2.
    - 2.1 Eligible costs related to services provided by SUBRECIPIENT must be incurred during the period beginning July 1, 2015. The Project shall be completed and all funds provided through this CONTRACT shall be expended on eligible Project activities through and including June 30, 2016.
    - 2.2 Housing Rehabilitation CONTRACTS and Public Facilities & Improvement CONTRACTS.
        - 2.2.1 SUBRECIPIENT may be eligible to request additional funding up to the maximum set forth in the applicable FY 2015-16 Annual Action

Plan if SUBRECIPIENT meets or exceeds any one of the Required Expenditure Thresholds at 50%, 70% or 80% on or prior to the milestone date as set forth in paragraph 23.3.3.

2.2.2 If additional funding is available for allocation to SUBRECIPIENT, SUBRECIPIENT and COUNTY shall first amend the *SUBRECIPIENT SCOPE OF SERVICES* component of this CONTRACT. Furthermore, SUBRECIPIENT shall demonstrate, to the satisfaction of DIRECTOR, that the required Performance Expenditure and Accomplishment Thresholds set forth in paragraph 25.3., will continue to be met before such extension and additional allocation shall be granted.

2.2.3 CONTRACT Extension (No Cost Extension)

2.2.3.1 The term of this CONTRACT and the provisions herein may be extended to cover an additional time period as specified herein.

2.2.3.2 The date for PROJECT completion and expenditure of all funds may be extended by the DIRECTOR without further action by the BOARD for a period not to exceed six (6) months from June 30, 2016. SUBRECIPIENT must notify the DIRECTOR in writing 45 days prior to June 30, 2016, if they are requesting an extension. For all extensions, the deadline for submittal of invoices shall be forty-five (45) days after the new expiration date.

2.2.3.3 CONTRACT extension provisions are not applicable to PROGRAM ADMINISTRATION activities.

2.3 Housing Rehabilitation CONTRACTS and Public Services CONTRACTS may be renewed on the same terms, conditions, and scope of services for up to two (2) individual consecutive one-year periods upon mutual written agreement by the COUNTY and SUBRECIPIENT.

3. **Contingency of Funds:** SUBRECIPIENT acknowledges that funding or portions of funding for this CONTRACT may also be contingent upon the receipt of funds from, and/or appropriation of funds by Federal, State of California or local Government funds to COUNTY. If such funding and/or appropriations are not forthcoming, or are otherwise limited, COUNTY may immediately terminate or modify this CONTRACT without penalty.

3.1 If funding levels are significantly affected by Federal budget and funds are not allocated and available for the continuance of the function performed by SUBRECIPIENT, the CONTRACT may be terminated by the COUNTY at the end of the period for which funds are available. The COUNTY shall notify SUBRECIPIENT at the earliest possible time of any service, which will or may be affected by a shortage of funds. No penalty shall accrue to the COUNTY in the event this provision is exercised and the COUNTY shall not be obligated nor liable for any damages as a result of termination under this provision of this CONTRACT, and nothing herein shall be construed as obligating the COUNTY to expend or as involving the COUNTY in any CONTRACT or other obligation for future payment of money in excess of appropriations authorized by law.

4. **Fiscal Appropriations:** This CONTRACT is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this CONTRACT. If such appropriations are not approved, the CONTRACT will be terminated without penalty to the COUNTY.

5. **Adjustments – Scope of Services:** No adjustments made to the scope of services will be authorized without prior written approval of the COUNTY assigned Purchasing Agent.

6. **Changes/Extra Work:** The SUBRECIPIENT shall make no changes to this CONTRACT without the COUNTY's written consent. In the event that there are new or unforeseen requirements, the COUNTY with the SUBRECIPIENT's concurrence has the discretion to request official changes at any time without changing the intent of this CONTRACT.

   If COUNTY-initiated changes or changes in laws or government regulations affect price, the SUBRECIPIENT's ability to deliver services, or the program schedule, the SUBRECIPIENT shall give the COUNTY written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the COUNTY and the SUBRECIPIENT was notified of the change. Such changes shall be agreed to in writing and incorporated into a CONTRACT Amendment; said Amendment shall be issued by the COUNTY-assigned Purchasing Agent, shall require the mutual consent of all Parties, and may prohibit the SUBRECIPIENT from proceeding with the work as set forth in this CONTRACT.

7. **Breach of CONTRACT:** The failure of the SUBRECIPIENT to comply with any of the provisions, covenants or conditions of this CONTRACT shall be a material breach of this CONTRACT. In such event the COUNTY may, and in addition to any other remedies available at law, in equity, or otherwise specified in this CONTRACT:

   Terminate the CONTRACT immediately, pursuant to paragraph K and paragraphs 30 through 32 herein;

   Afford the SUBRECIPIENT written notice of the breach and ten calendar days or such shorter time that may be specified in this CONTRACT within which to cure the breach;

   Discontinue payment to the SUBRECIPIENT for and during the period in which the SUBRECIPIENT is in breach; and

   Offset against any monies billed by the SUBRECIPIENT but yet unpaid by the COUNTY those monies disallowed pursuant to the above.

8. **Conditions Affecting Work:** The SUBRECIPIENT shall be responsible for taking all steps reasonably necessary, to ascertain the nature and location of the work to be performed under this CONTRACT; and to know the general conditions which can affect the work or the cost thereof. Any failure by the SUBRECIPIENT to do so will not relieve SUBRECIPIENT from responsibility for successfully performing the work without additional cost to the COUNTY. The COUNTY assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this CONTRACT, unless such understanding or representations by the COUNTY are expressly stated in the CONTRACT.

9. **Conflict of Interest – SUBRECIPIENT's Personnel:** The SUBRECIPIENT shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the COUNTY. This obligation shall apply to the SUBRECIPIENT; the SUBRECIPIENT's employees, agents, and relatives; sub-tier SUBRECIPIENTs; and third Parties associated with accomplishing work and services hereunder. The SUBRECIPIENT's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be

deemed to appear to influence individuals to act contrary to the best interests of the COUNTY.

SUBRECIPIENT agrees to abide by the provisions of OMB Circulars 102 and 110, as applicable, 24 CFR 570.611 with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this CONTRACT.

SUBRECIPIENT further covenants that in the performance of this CONTRACT no person having such a financial interest shall be employed or retained by SUBRECIPIENT hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of COUNTY or SUBRECIPIENT, or any designated public agencies which are receiving funds under the CDBG Entitlement Program.

10. **Conflict of Interest – COUNTY Personnel:** The County of Orange Board of Supervisors' policy prohibits its employees from engaging in activities involving a conflict of interest. The SUBRECIPIENT shall not, during the period of this CONTRACT, employ any COUNTY employee for any purpose.

11. **Consulting Contract – Follow-On Work:** No person or firm or subsidiary thereof who has been awarded a consulting services contract or a contract which includes a consulting component may be awarded a CONTRACT for the provision of services, the delivery of goods or supplies, or the provision of any other related action which is required, suggested, or otherwise deemed appropriate as an end product of the consulting services contract. Therefore, any consultant that contracts with a COUNTY agency/department to develop a feasibility study or to provide formal recommendations is precluded from contracting for any work recommended in the study or included in the recommendations.

12. **Contingent Fees:** The SUBRECIPIENT warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the SUBRECIPIENT or bona fide established commercial or selling agencies maintained by the SUBRECIPIENT for the purpose of securing business.

    For breach or violation of this warranty, the COUNTY shall have the right to terminate this CONTRACT in accordance with the termination clause and at its sole discretion to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the SUBRECIPIENT.

13. **Bankruptcy/Insolvency:** If the SUBRECIPIENT should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the SUBRECIPIENT's insolvency, the COUNTY may terminate this CONTRACT.

14. **SUBRECIPIENT's Project Manager and Key Personnel:**

    SUBRECIPIENT shall appoint a Project Manager to direct the SUBRECIPIENT's efforts in fulfilling SUBRECIPIENT's obligations under this CONTRACT. The name of the Project Manager shall be provided to the COUNTY. If there be a Project Management

change the SUBRECIPIENT will notify the COUNTY in writing prior to the change being made.

15. **Data – Title To:** All materials, documents, data or information obtained from the COUNTY data files or any COUNTY medium furnished to the SUBRECIPIENT in the performance of this CONTRACT will at all times remain the property of the COUNTY. Such data or information may not be used or copied for direct or indirect use by the SUBRECIPIENT after completion or termination of this CONTRACT without the express written consent of the COUNTY. All materials, documents, data or information, including copies, must be returned to the COUNTY at the end of this CONTRACT.

16. **County Of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of award of CONTRACT, the selected SUBRECIPIENT agrees to furnish to the CONTRACT administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

    16.1 In the case of an individual SUBRECIPIENT, his/her name, date of birth, Social Security number, and residence address;

    16.2 In the case of a SUBRECIPIENT doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;

    16.3 A certification that the SUBRECIPIENT has fully complied with all applicable federal and State reporting requirements regarding its employees; and

    16.4 A certification that the SUBRECIPIENT has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

    Failure of the SUBRECIPIENT to timely submit the data and/or certifications required may result in the CONTRACT being awarded to another SUBRECIPIENT. In the event a CONTRACT has been issued, failure of the SUBRECIPIENT to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the CONTRACT. Failure to cure such breach within ten (10) calendar days of notice from the COUNTY shall constitute grounds for termination of the CONTRACT.

17. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the COUNTY pays $600 or more or with whom the COUNTY enters into a CONTRACT for $600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations as set forth in Exhibit A., attached hereto and incorporated herein by reference.

    The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a CONTRACT for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to

refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the government entity for California purposes and who receives compensation or executes a CONTRACT for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at www.edd.ca.gov/txicr.htm.

18. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the COUNTY, state or federal government, this CONTRACT may be subjected to unusual usage. The SUBRECIPIENT shall service the COUNTY during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the SUBRECIPIENT shall apply to serving the COUNTY's needs regardless of the circumstances. If the SUBRECIPIENT is unable to supply the goods/services under the terms of the CONTRACT, then the SUBRECIPIENT shall provide proof of such disruption and a copy of the invoice for the goods/services from the SUBRECIPIENT's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the SUBRECIPIENT shall show both the emergency purchase order number and the CONTRACT number.

19. **SUBRECIPIENT's Responsibilities:** The SUBRECIPIENT shall:
    - 19.1 Operate and manage the Project and provide Services/Activities as set forth herein. In this regard the SUBRECIPIENT will assess current services being provided, assess what Services/Activities are needed, or have been requested, and structure the Services/Activities accordingly.

20. **Business License:** At its own expense, SUBRECIPIENT shall qualify to do business and obtain and maintain such licenses as may be required for the performance by SUBRECIPIENT of its services under this CONTRACT.

21. **Substantial Amendments:**
    - 21.1 If any amendment results in a change in the funding amount, that does not trigger a SUBSTANTIAL AMENDMENT, as defined, SUBRECIPIENT SCOPE OF SERVICES, threshold and milestone dates or schedule of activities to be undertaken as part of this CONTRACT, such modifications will be incorporated only by written amendment executed by Director and SUBRECIPIENT.
    - 21.2 In an effort to efficiently utilize CDBG funds within timeframes required by HUD, the COUNTY will consider the reprogramming of unspent CDBG balances from completed and cancelled CDBG-funded activities to other eligible activities as a "Non-Substantial Amendment". In the event that any of these "administrative" reprogramming actions fall under the "Substantial Amendment" criteria, the proposed actions to the Citizen Participating process, requires formal action by the Board of Supervisors, and subsequent approval by HUD.

22. **Payment Requirements:**

22.1 CONTRACT Amount: It is expressly agreed and understood that the total amount to be paid by COUNTY under this CONTRACT shall not exceed the total COUNTY funding as set forth in Attachment B., - Compensation to SUBRECIPIENT attached hereto and incorporated herein by reference.

22.2 COUNTY will reclaim any unused balance of funds for reallocation to other COUNTY approved projects.

22.3 Payment of Project Activities:

22.3.1 Payment of Project Activities: COUNTY will reimburse SUBRECIPIENT for eligible project-related costs only. SUBRECIPIENT shall submit requests for reimbursement to COUNTY on a monthly basis beginning on July 1, 2015, and must provide adequate documentation as required by COUNTY in accordance with the *OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY*, as set forth in Exhibit B., attached hereto and incorporated herein by reference. In addition, SUBRECIPIENT will provide a progress performance report ("GPR INFORMATION FORM") for the time period covered, as prescribed by COUNTY. Failure to provide any of the required documentation and reporting will cause COUNTY to withhold all or a portion of a request for reimbursement, or return the entire reimbursement package to SUBRECIPIENT, until such documentation and reporting has been received and approved by COUNTY.

22.3.2 If SUBRECIPIENT has no request for reimbursement during any quarter during the term of this CONTRACT, a GPR Information Form, including and explanation as to why no invoices were being processed, shall be required in lieu of a request for reimbursement.

22.3.3 The following "Required Expenditure Threshold" criteria have been established to guide the SUBRECIPIENT in structuring and scheduling their expenditure of funds received through this CONTRACT, through term of CONTRACT. The criteria thresholds are consistent with the criteria used by OC Community Resources to determine performance including, but not limited to, determinations of future award of funds, additional funding requests and/or determinations for the recapture of funding.

| *Milestone Date* | *Minimum Required Expenditure Threshold* |
|---|---|
| January 15th | 50% of Contracted Amount Expended |
| March 15th | 70% of Contracted Amount Expended |
| April 15th | 80% of Contracted Amount Expended |

22.3.4 SUBRECIPIENT will have forty-five (45) days following the expiration of the CONTRACT to submit outstanding invoices for reimbursement of eligible costs incurred during the CONTRACT period. After the forty-five (45) day period for submitting invoices has expired, COUNTY shall reallocate the remaining balance under this CONTRACT for other program purposes and SUBRECIPIENT shall be ineligible for any further reimbursement.

22.4 Funds shall not be disbursed for any costs incurred prior to the certification by COUNTY and HUD of Certificate(s) of Insurance and environmental compliance as further defined in paragraph P and paragraph 34 of this CONTRACT. Additionally, no funds shall be disbursed prior to submittal of certified payroll documentation to COUNTY with each invoice package/request for payment, as

further defined in Paragraph 33.

22.5 Readiness – for Housing Rehabilitation and Public Facilities & Improvement Projects:
SUBRECIPIENT shall be required to demonstrate to COUNTY its readiness to immediately initiate its Project upon execution of this CONTRACT by providing to the COUNTY documentation including, but not limited to, the following: Board or Council Minutes/Resolution; Awarded bid documents with timeline requirements; and, executed Architect and Engineer (hereafter referred to as "A&E") contracts with specific project timelines consistent with funding. By September 30 of contract term, SUBRECIPIENT shall provide COUNTY a Project Readiness Checklist incorporating the status of all Project-phasing milestones. In the case of milestones not yet reached, SUBRECIPIENT shall provide projected target dates for when said milestones would be met. The Project Readiness Checklist shall clearly demonstrate that SUBRECIPIENT will meet the "Required Expenditure Thresholds" as set forth in paragraph 24.3.3. SUBRECIPIENT acknowledges that said Project Readiness Checklist may be considered to evaluate the performance of the SUBRECIPIENT.

**23. Program Income**

23.1 SUBRECIPIENT shall comply with regulations set forth in 24 CFR 570.504, as well as all applicable State or COUNTY regulations concerning the reporting and payment procedures for program income.

23.2 All Program Income accrued shall be returned to COUNTY on a quarterly basis prior to SUBRECIPIENT receiving any reimbursement from grant funds provided under this CONTRACT.

23.3 SUBRECIPIENT shall provide information of the receipt of Program Income by SUBRECIPIENT related to Program on all GPR INFORMATION FORMS submitted with requests for reimbursement.

23.4 SUBRECIPIENT shall complete and submit a Year-End Program Income letter, indicating amount of Program Income and include any reimbursement remittance necessitated therein, by July 15, after the close of the CONTRACT fiscal year.

**24. Performance:**

24.1 SUBRECIPIENT shall provide the oversight, administration, and project management necessary to accomplish all contracted activities in a timely manner. SUBRECIPIENT also agrees to comply with all applicable Federal, State, and local laws and regulations governing the funds provided under this CONTRACT.

24.2 SUBRECIPIENT shall comply with all applicable HUD regulations, as described in paragraph 35 General Administration of this CONTRACT, concerning administrative requirements and maintain records as to services provided and total number of persons served through the project, including but not limited to, population-served analysis (i.e., extremely-low income persons, very-low income persons, and low-income persons as defined by HUD). Such information shall be available for periodic monitoring by representatives of COUNTY or HUD and shall be submitted by SUBRECIPIENT in report form to COUNTY by dates specified by COUNTY.

24.3 The following "Performance Threshold" criteria shall be used to assess the level of performance of the SUBRECIPIENT, including Attachment A. - Scope of Services, attached hereto and incorporated herein by reference. Furthermore, the criteria will be considered by OC Community Resources when determining

future funding. In order to be considered in compliance with the performance threshold criteria, the SUBRECIPIENT must, on or before the required milestone date, submit to OC Community Resources a request for reimbursement which demonstrates that SUBRECIPIENT has expended funds and met their proposed accomplishment goals at the required levels, unless exempted in writing by the DIRECTOR.

| *Milestone Date* | *Minimum Required Expenditure Threshold* |
|---|---|
| January 15th | 50% of Contracted Amount Expended<br>50% of Proposed Accomplishments Met |
| March 15th | 70% of Contracted Amount Expended<br>70% of Proposed Accomplishments Met |
| April 15th | 80% of Contracted Amount Expended<br>80% of Proposed Accomplishments Met |

Failure to achieve at least the aforementioned 50% drawdown, without written exception approved by the DIRECTOR, may cause any remaining balance in this CONTRACT to be reclaimed by COUNTY, and will negatively affect future funding to SUBRECIPIENT. Failure to achieve the aforementioned 80% drawdown goal, without written exception approved by the DIRECTOR, may cause any remaining balance in this CONTRACT to be reclaimed by COUNTY, and will impact future funding to SUBRECIPIENT.

24.4 SUBRECIPIENT shall complete and submit a Year End GPR INFORMATION FORM by July 15, after the close of the CONTRACT fiscal year.

24.5 Should the activity being funded through this CONTRACT be completed, cancelled or terminated prior to the termination date set forth herein in paragraph 2. Additional Terms and Conditions, SUBRECIPIENT shall complete and submit a Mid-Year GPR INFORMATION FORM at the time of the completion, cancellation or termination. Said GPR INFORMATION FORM shall consist of a cumulative reporting of project-related expenditures and accomplishments relative to the *SCOPE OF SERVICES,* as set forth in Attachment A., attached hereto and incorporated herein by reference. If activity funded through this CONTRACT is completed, or if funds allocated through this CONTRACT are fully expended, prior to end of CONTRACT term, SUBRECIPIENT must continue to serve its clients for the entire term of this CONTRACT.

24.6 SUBRECIPIENT shall complete and submit a GPR INFORMATION FORM in support of all requests for reimbursement. Said GPR INFORMATION FORM shall consist of a cumulative report of project related accomplishments as set forth in Attachment A., SCOPE OF SERVICES, attached hereto and incorporated herein by reference, for the subject quarter. If at any time during the term of this CONTRACT SUBRECIPIENT has no activity occur during any quarter, SUBRECIPIENT shall prepare and submit to COUNTY a Quarterly GPR INFORMATION FORM, regardless of actual activity.

24.7 SUBRECIPIENT acknowledges that the GPR INFORMATION FORM is a monitoring tool that will be reviewed and evaluated to determine SUBRECIPIENT's level of performance relative to this CONTRACT.

24.8 SUBRECIPIENT shall submit all requested data necessary to complete the Consolidated Annual Performance and Evaluation Report (CAPER), and monitor program accountability and progress in accordance with HUD requirements, in the format and at the time designated by COUNTY.

**25. Performance Monitoring**:

25.1 Performance Monitoring of SUBRECIPIENT by COUNTY and/or HUD shall consist of requested and/or required written reporting, as well as onsite monitoring by COUNTY or HUD representatives.

25.2 COUNTY shall periodically evaluate SUBRECIPIENT's progress in complying with the terms of this CONTRACT. SUBRECIPIENT shall cooperate fully during such monitoring. COUNTY shall report the findings of each monitoring to SUBRECIPIENT.

25.3 COUNTY shall monitor the performance of SUBRECIPIENT against the goals, outcomes, milestones and performance standards required herein. Substandard performance, as determined by COUNTY, will constitute non-compliance with this CONTRACT for which COUNTY may immediately terminate the CONTRACT. If action to correct such substandard performance is not taken by SUBRECIPIENT within the time period specified by COUNTY, payment(s) will be denied in accordance with the provisions contained in paragraph 41 of this CONTRACT.

**26. Disputes – CONTRACT:**

26.1 The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this CONTRACT is not disposed of in a reasonable period of time by the SUBRECIPIENT's Project Manager and the COUNTY's Project Manager, such matter shall be brought to the attention of the Purchasing Agent by way of the following process:

26.1.1 The SUBRECIPIENT shall submit to the agency/department assigned COUNTY Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to, or involving this CONTRACT, unless the COUNTY, on its own initiative, has already rendered such a final decision.

26.1.2 The SUBRECIPIENT's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the CONTRACT, the SUBRECIPIENT shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the CONTRACT adjustment for which the SUBRECIPIENT believes the COUNTY is liable.

26.2 Pending the final resolution of any dispute arising under, related to, or involving this CONTRACT, the SUBRECIPIENT agrees to diligently proceed with the provision of services under this CONTRACT. The SUBRECIPIENT's failure to diligently proceed shall be considered a material breach of this CONTRACT.

Any final decision of the COUNTY shall be expressly identified as such, shall be in writing, and shall be signed by the COUNTY Purchasing Agent or his designee. If the COUNTY fails to render a decision within ninety (90) days after receipt of the SUBRECIPIENT's demand, it shall be deemed a final decision

adverse to the SUBRECIPIENT's contentions. Nothing in this section shall be construed as affecting the COUNTY's right to terminate the CONTRACT for Cause as stated in paragraph K herein.

27. **Gratuities:** The SUBRECIPIENT warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the SUBRECIPIENT or any agent or representative of the SUBRECIPIENT to any officer or employee of the COUNTY with a view toward securing the CONTRACT or securing favorable treatment with respect to any determinations concerning the performance of the CONTRACT. For breach or violation of this warranty, the COUNTY shall have the right to terminate the CONTRACT, either in whole or in part, and any loss or damage sustained by the COUNTY in procuring on the open market any services which the SUBRECIPIENT agreed to supply shall be borne and paid for by the SUBRECIPIENT. The rights and remedies of the COUNTY provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the CONTRACT.

28. **Termination – Convenience of the COUNTY:** The COUNTY may terminate performance of work under this CONTRACT for its convenience in whole, or, from time to time, in part if the user agency/department determines that a termination is in the COUNTY's interest. The agency/department assigned buyer shall terminate the CONTRACT by delivering to the SUBRECIPIENT a written notice of termination specifying the extent of the termination and the effective date thereof. The parties agree that, as to the terminated portion of the CONTRACT, the CONTRACT shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the CONTRACT shall not be void.
After receipt of a notice of termination and, except as directed by the assigned buyer, the SUBRECIPIENT shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. The SUBRECIPIENT shall:
    28.1 Stop work as specified in the notice of termination;
    28.2 Place no further subcontracts or orders for materials, services, or facilities, except as necessary to complete the continued portion of the CONTRACT;
    28.3 Terminate all orders and subcontracts to the extent they relate to the work terminated;
    28.4 Settle all outstanding liabilities and termination settlement proposals arising from the termination of any subcontracts, the approval or ratification of which will be final for purposes of this clause;
    28.5 As directed by the assigned buyer transfer title and deliver to the COUNTY (a) fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated, and (b) completed or partially completed plans, drawings, information, and other property that, if the CONTRACT had been completed, would be required to be furnished to the COUNTY;
    28.6 Complete performance of the work not terminated; and
    28.7 Take any action that may be necessary or as the COUNTY may direct for the protection and preservation of the property related to this CONTRACT that is in the possession of the SUBRECIPIENT and in which the COUNTY has or may acquire an interest and to mitigate any potential damages or requests for CONTRACT adjustment or termination settlement to the maximum practical extent.

At the completion of the SUBRECIPIENT's termination efforts, the SUBRECIPIENT may submit to the assigned buyer a list indicating quantity and quality of termination inventory not previously disposed of and request instructions for disposition of the residual termination inventory.

After termination the SUBRECIPIENT shall submit a final termination settlement proposal to the user agency/department in a format acceptable to the COUNTY.

The SUBRECIPIENT shall submit the proposal promptly, but no later than 60 days from the effective date of the termination, unless extended in writing by the COUNTY upon written request of the SUBRECIPIENT within the ninety-day (90-day) period. However, if the agency/department determines that the facts justify it, a termination settlement proposal may be received and acted on after the expiration of the filing period or any extension. The SUBRECIPIENT and the COUNTY may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done, including a reasonable amount for accounting, legal, clerical and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data, and storage, transportation and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. However, the agreed amount may not exceed the total CONTRACT price as reduced by (a) the amount of payment previously made and (b) the CONTRACT price of work not terminated. The CONTRACT shall be amended and the SUBRECIPIENT paid the agreed amount.

If the SUBRECIPIENT and the COUNTY fail to agree on the whole amount to be paid because of the termination of work, the COUNTY shall pay the SUBRECIPIENT the amounts determined by the COUNTY as follows, but without duplication of any amounts agreed on as set forth above:

28.8 The CONTRACT price for completed supplies or services accepted by the COUNTY (or sold or acquired) not previously paid for, adjusted for any savings of freight and other charges; and

28.9 Except for normal spoiling and except to the extent that the COUNTY expressly assumes the risk of loss, the COUNTY shall exclude from the amounts payable to the SUBRECIPIENT the fair value, as determined by the agency/department, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the COUNTY.

The SUBRECIPIENT shall use generally accepted accounting principles and sound business practices in determining all costs claimed, agreed to, or determined under this clause. Such costs shall be allocable to the terminated CONTRACT or portion thereof, allowable under applicable laws, regulations, generally accepted accounting principles and good business judgment and objectively reasonable.

The SUBRECIPIENT shall have the right to appeal, under the COUNTY's protest procedure, any determination made by the COUNTY, except that if the SUBRECIPIENT failed to submit the termination settlement proposal within the time provided and failed to request a time extension, there is no right of appeal.

In arriving at the amount due the SUBRECIPIENT under this clause, there shall be deducted:

28.10 All payment to the SUBRECIPIENT under the terminated portion of this CONTRACT;

28.11 Any claim which the COUNTY has against the SUBRECIPIENT under this or any other CONTRACT; and

28.12 The agreed price for or proceeds of sale of materials, supplies, or other things acquired by the SUBRECIPIENT or sold under the provisions of this clause and not recovered by or credited to the COUNTY.
If the termination is partial, the SUBRECIPIENT may file a proposal with the agency/department for an equitable adjustment of the price(s) of the continued portion of the CONTRACT. The agency/department shall make any equitable adjustment agreed upon. Any proposal by the SUBRECIPIENT for an equitable adjustment under this clause shall be requested within thirty (30) days from the effective date of termination unless extended in writing by agency/department.
The COUNTY may:

28.13 Under the terms and conditions it prescribes, make partial payment and payments against costs incurred by the SUBRECIPIENT for their terminated portion of the CONTRACT, if the COUNTY believes that the total of these payments will not exceed the amount to which the contactor will be entitled; and

28.14 If the total payments exceed the amount finally determined to be due, the SUBRECIPIENT shall repay the excess to the COUNTY upon demand.
In determining the amount payable to the SUBRECIPIENT and notwithstanding any other provision, if it appears that the SUBRECIPIENT would have sustained a loss on the entire CONTRACT had it been completed, the COUNTY shall allow no profit and shall reduce the settlement to reflect the indicated rate of loss.
Unless otherwise provided in this CONTRACT or by statute, the SUBRECIPIENT shall maintain all records and documents relating to the terminated portion of this CONTRACT for five (5) years after final settlement. This includes all books and other evidence bearing on the SUBRECIPIENT's costs and expenses under this CONTRACT. The SUBRECIPIENT shall make these records and documents available to the COUNTY, at the SUBRECIPIENT's office, at all reasonable times, without any direct charge. If approved by the COUNTY, photographs, microphotographs, electronic storage, or other authentic reproductions may be maintained instead of original records and documents.

**29. Termination – Orderly:** After receipt of a termination notice from the County of Orange, the SUBRECIPIENT shall submit to the COUNTY a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the COUNTY upon written request of the SUBRECIPIENT. Upon termination COUNTY agrees to pay the SUBRECIPIENT for all services performed prior to termination which meet the requirements of the CONTRACT, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the CONTRACT. Upon termination or other expiration of this CONTRACT, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the CONTRACT. In addition, each Party will assist the other Party in orderly termination of this CONTRACT and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.

**30. Stop Work:** The COUNTY may, at any time, by written stop work order to the SUBRECIPIENT, require the SUBRECIPIENT to stop all or any part of the work called for by this CONTRACT for a period of 90 days after the stop work order is delivered to the SUBRECIPIENT and for any further period to which the parties may agree. The stop work order shall be specifically identified as such and shall indicate it is issued under this clause. Upon receipt of the stop work order, the SUBRECIPIENT shall immediately

comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the stop work order during the period of work stoppage. Within a period of 90 days after a stop work order is delivered to the SUBRECIPIENT or within any extension of that period to which the parties shall have agreed, the COUNTY shall either:

30.1 Cancel the stop work order; or

30.2 Terminate work covered by the stop work order as provided for in the termination for default or the termination for convenience clause of this CONTRACT.

If a stop work order issued under this clause is canceled or the period of the stop work order or any extension thereof expires, the SUBRECIPIENT shall resume work. The COUNTY shall make an equitable adjustment in the delivery schedule, the CONTRACT price, or both, and the CONTRACT shall be modified in writing accordingly if:

30.3 The stop work order results in an increase in the time required or in the SUBRECIPIENT's cost properly allocable to the performance of any part of this CONTRACT; and

30.4 The SUBRECIPIENT asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage, provided that if the COUNTY decides the facts justify the action, the COUNTY may receive and act upon a proposal submitted at any time before final payment under this CONTRACT.

If a stop work order is not canceled and the work covered by the stop work order is terminated in accordance with the provision entitled, "Termination - Convenience of COUNTY," the COUNTY shall allow reasonable costs resulting from the stop work order in arriving at the termination settlement.

If a stop work order is not canceled and the work covered by the stop work order is terminated for default, the COUNTY shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop work order.

An appropriate equitable adjustment may be made in any related CONTRACT of the SUBRECIPIENT that provides for adjustment and is affected by any stop work order under this clause. The COUNTY shall not be liable to the SUBRECIPIENT for loss of profits because of a stop work order issued under this clause.

If any provisions of this agreement are invalid under any applicable statute or rule of law, they are, to that extent, omitted, but the remainder of this agreement shall continue to be binding upon the parties hereto.

**31. Federal Administrative Requirements:**

31.1 **Financial Management:**

31.1.1 Accounting Standards: SUBRECIPIENT agrees to comply with 24 CFR 84.21-28 and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred.

31.1.2 Cost Principles: SUBRECIPIENT shall administer its program in conformance with OMB Circulars A-122, "Cost Principles for Non-Profit Organizations," or A-21, "Cost Principles for Educational Institutions," or A-87, "Cost Principles for State and Local Governments" (and if SUBRECIPIENT is a governmental or quasi-governmental agency, the applicable sections of 24 CFR 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,") as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

31.2 **Civil Rights**

Compliance

31.2.1 SUBRECIPIENT agrees to comply with California Civil Rights Act Ordinances and Title VI of the Civil Rights Act of 1964, as amended, Title VIII of the Civil Rights Act of 1968, as amended, Section 109 of Title I of the Housing and Community Development Act of 1974, as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and with Executive Order 11246, as amended by Executive Orders 11375, 11478, 12107 and 12086.

31.2.2 **Rehabilitation Act**

SUBRECIPIENT agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 706) which prohibits discrimination against the handicapped in any federally assisted program. COUNTY shall provide SUBRECIPIENT with any guidelines necessary for compliance with that portion of the regulations in force during the term of this CONTRACT.

31.2.3 **Nondiscrimination in Employment and Contracting**

SUBRECIPIENT agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607, as revised by Executive Order 13279, including 24 CFR Part 8, 24 CFR 570.602 and Section 504 of Rehabilitation Act of 1973, Americans with Disabilities Act of 1990, Executive Order 11063. The applicable non-discrimination provisions in Section 109 of the Housing and Community Development Act (HCDA) are still applicable.

31.3 **Drug-Free Workplace**:

The SUBRECIPIENT hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace as set forth in Exhibit C., attached hereto and incorporated herein by reference. The SUBRECIPIENT will:

31.3.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a).

31.3.2 Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

31.3.2.1 The dangers of drug abuse in the workplace;

31.3.2.2 The SUBRECIPIENT's policy of maintaining a drug free workplace;

31.3.2.3 Any available counseling, rehabilitation, and employee assistance programs; and

31.3.2.4 Penalties that may be imposed upon employees for drug abuse violations.

31.3.3 Provide as required by Government Code Section 8355(c) that every employee who works under this CONTRACT:

31.3.3.1 Will receive a copy of the company's drug-free policy statement; and

31.3.3.2 Will agree to abide by the terms of the company's statement as a condition of employment under this CONTRACT.

Failure to comply with these requirements may result in suspension of payments under the contract or termination of the contract or both, and the SUBRECIPIENT may be ineligible for award of any future COUNTY contracts if the COUNTY determines that any of the following has occurred:

31.3.3.3 The SUBRECIPIENT has made false certification, or

31.3.3.4 The SUBRECIPIENT violates the certification by failing to carry out the requirements as noted above.

31.4 **Affirmative Action:** SUBRECIPIENT agrees that it shall be committed to carry out an Affirmative Action Program that encompasses that principals provided in President's Executive Order 11246, as revised on January 4, 2002.

31.5 **Americans with Disabilities Act:** SUBRECIPIENT agrees to comply with Section 504 of the Rehabilitation Act of 1973 as amended; Title VI and VII of the Civil Rights Act of 1964 as amended; Americans with Disabilities Act, 42 USC 12101; California Code of Regulations, Title 2, Title 22: California Government Code, Sections 11135, et seq; and other federal and state laws and executive orders prohibit discrimination. All programs, activities, employment opportunities, and services must be made available to all persons, including persons with disabilities.

31.6 **Employment Restrictions:**

31.6.1 **Prohibited Activity:** SUBRECIPIENT is prohibited from using funds provided herein, or personnel employed in the administration of the program, for: political activities, sectarian or religious activities, lobbying, political patronage, and nepotism activities.

31.6.2 **OSHA:** Where employees are engaged in activities not covered under the Occupational Safety and Health Act of 1970,. they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous or dangerous to the participants' health or safety.

31.6.3 **Employee Rights**

**Federal Minimum Wage**

31.6.3.1 SUBRECIPIENT must follow the Fair Labor Standards Act (FLSA), as it currently exists and it may be amended, which sets basic minimum wage and overtime pay standards. These standards are enforced by The United States Department of Wage and Hour Division under Department's Wage and Hour Division. The Federal minimum wage provisions are contained in the FLSA. Many states also have minimum wage laws. In cases where an employee is subject to both state and federal minimum wage laws, the employee is entitled to the higher minimum wage.

31.6.4 **California Minimum Wage**

31.6.4.1 SUBRECIPIENT must follow the California enacted legislation signed by the Governor of California, raising the minimum wage for all industries (MW-2007). (AB 1835, CH230, Stats of 2006, adding sections 1182.12 and 1182.13 to the California Labor Code.) Pursuant to its authority under Labor Code section 1182.13, the Department of Industrial Relations amends and republishes Sections, 1, 2, 3, and 5 of the General

Minimum Wage Order. MW-2001, Section 4, Separability, has not been changed. Consistent with this enactment, amendments are made to the minimum wage, and the meals and lodging credits sections of all of the IWC's industry and occupation orders. This summary must be made available to employees in accordance with the IWC's wage orders. Copies of the full text of the amended wage orders may be obtained by ordering on-line at www.dir.ca.gov/WP.asp or by contacting your local Division of Labor Standards Enforcement office.

31.7 **Hatch Act:** SUBRECIPIENT agrees that no funds provided, nor personnel employed under this CONTRACT, shall be in any way or to any extent engaged in the conduct of political activities in violation of the Hatch Act, 5 U.S.C. Section 1501 et seq. and Chapter 15 of Title V of the U.S.C.

31.8 **Religious Organization/Activities:** In accordance with 24 CFR 570.200(j), SUBRECIPIENT shall not discriminate against faith-based organizations in administering its federal HUD activities. However, SUBRECIPIENT agrees that funds provided under this CONTRACT will not be utilized for inherently religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with 24 CFR 570.200 (j)(2).

31.9 **Anti-Lobbying:** SUBRECIPIENT certifies that:

31.9.1 No Federal appropriated funds will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of any Federal CONTRACT, the making of any Federal grant, the making of any Federal loan, the entering into of any Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any Federal CONTRACT, grant, loan, or Cooperative Agreement; and

31.9.2 SUBRECIPIENT will complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," if any funds other than Federal appropriated funds have been paid, in accordance with its instructions; and

31.9.3 SUBRECIPIENT shall include subject anti-lobbying certification in award documents for all sub-SUBRECIPIENTs at all tiers (including sub-subcontracts, sub-subgrants, and CONTRACT under grants, loans, and Cooperative Agreements) and that all sub-SUBRECIPIENTs shall certify and disclose accordingly.

31.10 **Audits:** If SUBRECIPIENT expends Federal funds in a fiscal year which equal or exceed $500,000 (Five hundred thousand dollars and no cents) as specified in OMB Circular A-133-Revised, SUBRECIPIENT shall cause an audit to be prepared by a Certified Public Accountant (CPA) who is a member in good standing with the American Institute of Certified Public Accountants (AICPA) of the California Society of CPA's. The audit must be performed annually in accordance with Generally Accepted Auditing Standards (GAAS) authorized by the AICPA and Federal laws and regulations governing the programs in which it participates.

Furthermore, COUNTY retains the authority to require SUBRECIPIENT to submit similarly prepared audit at SUBRECIPIENT's expense even in instances when SUBRECIPIENT's expenditure is less than $500,000. SUBRECIPIENT will be

required to identify corrective action taken in response to any findings identified by CPA related to their funded activity or program.
SUBRECIPIENT will ensure an annual financial audit is performed in compliance with the Federal Single Audit Act and will submit two (2) copies of such audit report, including a copy of the management letter, to COUNTY within six (6) months of the end of each CONTRACT year in which SUBRECIPIENT has received federal funding (i.e., July 1 – June 30). Failure to meet this requirement may result in COUNTY denying reimbursement of funds to SUBRECIPIENT, as well as future funding qualification. SUBRECIPIENTS, which are exempt from statutory audit requirements, shall maintain records, which are available for review by COUNTY or Federal officials. SUBRECIPIENT acknowledges that any and all "Financial Statements" submitted to COUNTY pursuant to this COUNTY become Public Records and are subject to public inspection pursuant to Sec. 6250 et seq. of the California Government Code.

31.11 **Modifications/Transfers of Real Property:**

31.11.1 Any proposed modification or change in use of real property acquired or improved, in whole or in part, by CDBG funds from the use planned at the time of the acquisition or improvement, including disposition, is prohibited.

31.11.2 SUBRECIPIENT shall ensure that any real property under SUBRECIPIENT's control that was acquired or improved in whole or in part with CDBG funds in excess of $25,000 is either:

31.11.2.1 Used to meet one of the national objectives contained in 24 CFR 570.208 for a period not less than five years, or for such period of time as determined to be appropriate by COUNTY, after expiration of the CONTRACT and close-out of SUBRECIPIENT's participation in the CDBG Program, or, until five years after the close-out of the grant from which the assistance to the property, whichever occurs first; or,

31.11.2.2 Disposed of in a manner which results in COUNTY being reimbursed in an amount equal to the current fair market value of the property less any portion thereof attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such reimbursement is not required after the period of time specified in accordance with paragraph 33.11.2.1 above.

31.12 **Labor Standards**

31.12.1 SUBRECIPIENT agrees to contact COUNTY no less than fourteen (14) days prior to the Pre-Construction Meeting date to seek consultation regarding application of requirements per federal labor standards regulations or Davis-Bacon related Acts.

31.12.2 SUBRECIPIENT will comply with Davis-Bacon Act and/or State Prevailing Wage requirements, when applicable.

31.12.3 SUBRECIPIENT agrees to comply with all applicable requirements of the Secretary of Labor in accordance with the Davis-Bacon Act, the provisions of CONTRACT work Hours and Safety Standards Act, the Copeland "Anti-Kickback" Act (40 U.S.C. 276, 327-333), and all other applicable Federal, State and local laws and regulations pertaining to labor standards. SUBRECIPIENT shall maintain all applicable documentation, which demonstrates compliance with hour and wage

requirements of this part. Such documentation shall be made available to COUNTY for review upon request.

31.12.4 SUBRECIPIENT agrees that, except with respect to the rehabilitation or construction of residential property designed for residential use for less than eight (8) units, all contractors engaged in contracts of $2,000.00 or more for construction, renovation or repair of any building or work financed in whole or in part with assistance provided under this CONTRACT, shall comply with all applicable federal requirements including Department of Labor regulations, under 29 CFR, Parts 3, 1, 5, 7 and 1926 governing the payment of wages and ratio of apprentices and trainees to journeymen. Nothing hereunder is intended to relieve SUBRECIPIENT of its obligation, if any, to require payment of the higher rate under state or local laws SUBRECIPIENT shall insert provisions meeting the requirements of this paragraph in all such CONTRACTS.

31.12.5 In case where the Davis-Bacon Act applies, SUBRECIPIENT agrees to submit the Construction Bid Package for this project to DIRECTOR for modification, SUBRECIPIENT shall construct project in accordance with the approved Construction Bid Package.

31.13 **California Labor Code Compliance**

31.13.1 If Prevailing Wage laws apply, SUBRECIPIENT hereby agrees to pay, or cause its subcontractors to pay, Prevailing Wage rates at all times for all construction, improvements, or modifications to be completed for COUNTY under this CONTRACT. SUBRECIPIENT herein agrees that SUBRECIPIENT shall post, or cause to be posted, a copy of the most current, applicable Prevailing Wage rates at the site where the construction, improvements, or modifications are performed.

31.13.2 Payroll Records

SUBRECIPIENT agrees that:

Certified copies of all payroll records for this project shall be required pursuant to the provisions of California Labor Code "Section 1776". The reporting format and words of certification shall be as indicated in Title 8 of the California Code of Regulations, Section 16401.

Certified copies of the payroll records of all subcontractors working on this project are required. It shall be the responsibility of the prime contractor to ensure subcontractor compliance.

Certified copies of all payroll records shall be submitted on a weekly basis to COUNTY through the duration of this CONTRACT.

SUBRECIPIENT acknowledges that failure to comply with Section 1776 may result in a forfeiture of twenty-five dollars ($25) for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated, and it should be recognized that a contractor or subcontractor, or agent or representative thereof who neglects to comply is guilty of a misdemeanor pursuant to California Labor Code Section 1777.

31.14 **Economic Opportunities**

31.14.1 Compliance

This Contract is subject to the requirements of 12 USC 1701u, the HUD regulations issued pursuant thereto at 24 CFR, 135.1 et seq., and

any applicable rules and orders of HUD issued Federal financial assistance shall be conditioned upon compliance with 12 USC 1701u. Failure to fulfill these requirements shall subject SUBRECIPIENT and any sub-subrecipients, their successors and assigns, to those remedies specified herein. SUBRECIPIENT certifies and agrees that no conflict exists which would prevent compliance with requirements.

The Contractor agrees to abide by 24 CFR, 135.38, below and will insert the following clause in any subcontracts executed with third parties for work covered by this Contract:
*"The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.*

*The contractor agree to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.*

*The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.*

*The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.*

*Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extend feasible (1) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b)."*

**32. Environmental Conditions:**

32.1 SUBRECIPIENT shall comply with HUD Environmental Review under HUD regulations at 24 CFR 58 et seq., which implement the National Environmental Policy Act (NEPA); and, the California Environmental Quality Act (CEQA). No costs shall be incurred and no funds shall be disbursed prior to certification by COUNTY and/or HUD of environmental compliance.

32.2 SUBRECIPIENT shall incur no costs for any project-related activity defined in SUBRECIPENT SCOPE OF SERVICES and COUNTY shall not disburse funds prior to certification by COUNTY and/or HUD for environmental compliance.

32.3 SUBRECIPIENT shall provide requested material to COUNTY for the Environmental Review process required by applicable regulations.

32.4 **Air and Water:** SUBRECIPIENT agrees to comply with the following regulations in so far as they apply to the performance of this CONTRACT:

32.4.1 Clean Air Act, 42 U.S.C., 1857, et seq.

32.4.2 Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq.

32.4.3 Environmental Protection Agency (EPA) regulations pursuant to 40 CFR 50 and 40 CFR 58.

32.5 **Flood Disaster Protection:** SUBRECIPIENT agrees to comply with the requirements of the Flood Disaster Protection Act of 1973, including as applicable any regulations set forth in 24 CFR 55, (implementing Executive Order 11988) in regard to the sale, lease or other transfer of land acquired, cleared, or improved under the terms of this CONTRACT, as it may apply to the provisions of this CONTRACT.

32.6 **Lead-Based Paint:** SUBRECIPIENT agrees that any construction or rehabilitation of residential structures with assistance provided under this CONTRACT shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608, and 24 CFR 35, particularly, 24 CFR 35.100 through 35.175. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants or properties constructed prior to 1978 be properly notified with the "Protect Your Family From Lead In Your Home" publication, found at http://www.epa.gov/lead that such properties may include

lead-based paint.

32.7 **Historic Preservation:** SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR 800, Protection of Historic Properties, insofar as they apply to the performance of this CONTRACT.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, State, or local historic property list.

32.8 **Energy Efficiency Standards:** SUBRECIPIENT agrees to comply with the California Energy Commission Assembly Bill 970, Title 24, Part I of the California Code of Regulations (AB970: Building Efficiency Energy Standards), in regard to construction and property development, when applicable.

**33. General Administration:**

33.1 **Fair Housing:** SUBRECIPIENT shall affirmatively further fair housing in accordance with 24 CFR 570.904.

33.2 **Grantor Recognition:** SUBRECIPIENT shall insure recognition of the role of the COUNTY in providing services through this CONTRACT. All activities, facilities and items utilized pursuant to this CONTRACT shall be prominently labeled as to funding source. In addition, SUBRECIPIENT will include a reference to the support provided herein in all publications made possible with funds made available under this CONTRACT. SUBRECIPIENT will retain documentation of such recognition, which shall be available for periodic monitoring by representatives of COUNTY or HUD.

33.3 **Records to be Maintained:** SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR 570.503(b)(2), 570.506, 570.507, 570.508 that are pertinent to the activities to be funded under this CONTRACT. Such records shall include, but not be limited to:

33.3.1 Records providing a full description of each activity undertaken;

33.3.2 Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;

33.3.3 Records required to determine the eligibility of activities;

33.3.4 Records required to document the acquisition, improvement, use, or disposition of real property acquired or improved with CDBG assistance;

33.3.5 Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

33.3.6 Financial records as required by 24 CFR 570.502, and OMB Circular A-87; and

33.3.7 Other records necessary to document compliance with Subpart K of 24 CFR 570.

33.3.8 Retention: SUBRECIPIENT shall retain all records pertinent to expenditures incurred under this CONTRACT for a period of five (5) years after the termination of all activities funded under this CONTRACT, or after the resolution of all Federal audit finding, whichever occurs later. Records for non-expendable property acquired with funds under this CONTRACT shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after s/he has

received final payment.

33.4 **Client Data**

33.4.1 SUBRECIPIENT shall maintain client data demonstrating client Eligibility for services provided for a period of five (5) years after the termination of all activities funded under this CONTRACT, or after the resolution of all Federal audit finding, whichever occurs later. Such data shall be consistent and include, but not limited to, client name, address, verifiable income level (as documented by income tax returns, employee payroll records, retirement statements, etc. or other third party documentation acceptable to COUNTY, for determining eligibility), and description of service provided. Such information shall be made available to HUD representatives, COUNTY monitors, or their designees, for review upon request.

33.4.2 SUBRECIPIENT shall develop and implement procedures to ensure the confidentiality of records pertaining to any individual provided family violence prevention or treatment services under any project assisted under the subject program, including protection against the release of the address or location of any family violence shelter project, except with the written authorization of the person responsible for the operation of that shelter.

33.5 **Property Records:** SUBRECIPIENT shall maintain real property inventory records, which clearly identify properties purchased, improved, or sold. Properties retained shall continue to meet eligibility criteria, rental limitations, health, safety and building codes, etc., and shall conform to 24 CFR 570.505.

33.6 **Close-Out:** SUBRECIPIENT's obligation to COUNTY shall not end until all close-out requirements are completed. Activities during this close-out period shall be completed in accordance with 24 CFR 570.509 and shall include, but are not limited to: making final payments; submitting final invoice(s), report(s), in accordance with the requirements of paragraph 24.3.4 above, and documentation; disposing of program assets (including the return to COUNTY of all unused materials and equipment); remitting any program income balances and receivable accounts to COUNTY, and determining the custodianship of records.

33.7 **Equipment:** SUBRECIPIENT shall use, manage and dispose of equipment in accordance with 24 CFR 85.32 and 24 CFR 570.502.

33.8 **Subcontracts:**

33.8.1 SUBRECIPIENT shall submit all subcontract agreements to COUNTY for review and consent prior to entering into such subcontracts. For construction subcontracts, SUBRECIPIENT shall submit the Construction Bid Package to COUNTY for review and written approval by DIRECTOR or designee prior to advertising for bids and award for the construction contract. SUBRECIPIENT shall construct Project in accordance with the Construction Bid Package, which DIRECTOR approved, unless prior written approval is received from DIRECTOR for modification thereof.

33.8.2 SUBRECIPIENT shall assume responsibility for all subcontracted services to assure CONTRACT compliance.

33.8.3 SUBRECIPIENT shall cause all of the provisions of this CONTRACT in entirety to be included in and made a part of any subcontract executed in the performance of this CONTRACT.

33.8.4 SUBRECIPIENT shall monitor all subcontracted services on a quarterly basis to assure CONTRACT compliance. Results of said monitoring efforts shall be summarized in written form, and supported with documented evidence of follow-up actions(s) to correct any area(s) of CONTRACT non-compliance. Documentation shall be made available for periodic monitoring by representatives of COUNTY and/or HUD.

33.9 **Relocation:**

SUBRECIPIENT shall, in all matters relating to the project:

33.9.1 Take all reasonable steps to minimize displacement by providing tenants reasonable opportunity to lease and occupy dwelling units in the project being improved; and,

33.9.2 Submit to COUNTY a Plan outlining financial and advisory assistance in securing temporary housing for any eligible tenant who is temporarily or permanently relocated due to the project.

33.9.3 Comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended by the Uniform Relocation Act/URA, 49 CFR Part 24 and 24 CFR 570.606 for persons displaced by the project; and

33.9.4 Have in effect and follow a residential anti-displacement and relocation plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in conjunction with any activity assisted with funding under the subject project.

**34. News/Information Release:** The SUBRECIPIENT agrees that it will not issue any news releases in connection with either the award of this CONTRACT or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the COUNTY through the COUNTY's Project Manager.

**35. Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' Project Managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For COUNTY:

County of Orange
OC Community Services
Housing & Community Development
1300 South Grand Avenue, Building "B" 3rd Floor
Santa Ana, CA 92705-4407

For SUBRECIPIENT: Mercy House Living Centers
807 North Garfield
Santa Ana, CA 92701-3821

36. **Ownership of Documents:** The COUNTY has permanent ownership of all directly connected and derivative materials produced under this CONTRACT by the SUBRECIPIENT. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remains the sole property of the COUNTY and may be used by the COUNTY as it may require without additional cost to the COUNTY. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the SUBRECIPIENT without the express written consent of the COUNTY.

37. **Precedence:** The CONTRACT documents consist of this CONTRACT and its attachments and exhibits. In the event of a conflict between or among the CONTRACT documents, the order of precedence shall be the provisions of the main body of this CONTRACT, i.e., those provisions set forth in the articles of this CONTRACT, and then the exhibits and attachments.

38. **Project Manager, COUNTY:** The COUNTY shall appoint a Project Manager to act as liaison between the COUNTY and the SUBRECIPIENT during the term of this CONTRACT. The COUNTY's Project Manager shall coordinate the activities of the COUNTY staff assigned to work with the SUBRECIPIENT.

39. **Errors and Omissions:** All reports, files and other documents prepared and submitted by SUBRECIPIENT shall be complete and shall be carefully checked by the professional(s) identified by SUBRECIPIENT as Project Manager and key personnel attached hereto, prior to submission to the COUNTY. SUBRECIPIENT agrees that COUNTY review is discretionary and SUBRECIPIENT shall not assume that the COUNTY will discover errors and/or omissions. If the COUNTY discovers any errors or omissions prior to approving SUBRECIPIENT's reports, files and other written documents, the reports, files or documents will be returned to SUBRECIPIENT for correction. Should the COUNTY or others discover errors or omissions in the reports, files or other written documents submitted by SUBRECIPIENT after COUNTY approval thereof, COUNTY approval of SUBRECIPIENT's reports, files or documents shall not be used as a defense by SUBRECIPIENT in any action between the COUNTY and SUBRECIPIENT, and the reports, files or documents will be returned to SUBRECIPIENT for correction.

## General Terms and Conditions:

A. **Governing Law and Venue**: This CONTRACT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this CONTRACT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange COUNTY, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another COUNTY.

B. **Entire CONTRACT**: This CONTRACT, including Attachments A, B, C, D, and E and Exhibits A, B, C and D which are attached hereto and incorporated herein by this reference, when accepted by the SUBRECIPIENT either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire CONTRACT between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing. Electronic acceptance of any additional terms, conditions or supplemental CONTRACTs by any COUNTY employee or agent, including but not limited to installers of software, shall not be valid or binding on COUNTY unless accepted in writing by COUNTY's Purchasing Agent or his designee, hereinafter "Purchasing Agent."

C. **Amendments**: No alteration or variation of the terms of this CONTRACT shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on COUNTY unless authorized by COUNTY in writing.

D. **Taxes**: Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.

E. **Delivery:** Time of delivery of services is of the essence in this CONTRACT. COUNTY reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do not conform to the prescribed scope of services. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by COUNTY.

F. **Acceptance/Payment**: Unless otherwise agreed to in writing by the COUNTY, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of COUNTY, and 2) payment shall be made in arrears after satisfactory acceptance.

G. **Warranty**: SUBRECIPIENT expressly warrants that the services covered by this CONTRACT are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon SUBRECIPIENT's part to indemnify, defend and hold COUNTY and its indemnities as identified in paragraph "P" below, and as more fully described in paragraph "P", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by COUNTY by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.

H. **Patent/Copyright Materials/Proprietary Infringement**: Unless otherwise expressly provided in this CONTRACT, SUBRECIPIENT shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this CONTRACT. SUBRECIPIENT warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. SUBRECIPIENT agrees that, in accordance with the more

specific requirement contained in paragraph "P" below, it shall indemnify, defend and hold COUNTY and COUNTY Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.

I. **Assignment or Sub-Contracting**: The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this CONTRACT nor any portion thereof may be assigned or sub-contracted by SUBRECIPIENT without the express written consent of COUNTY. Any attempt by SUBRECIPIENT to assign or sub-contract the performance or any portion thereof of this CONTRACT without the express written consent of COUNTY shall be invalid and shall constitute a breach of this CONTRACT.

J. **Non-Discrimination**: In the performance of this CONTRACT, SUBRECIPIENT agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any sub-SUBRECIPIENTs to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. SUBRECIPIENT acknowledges that a violation of this provision shall subject SUBRECIPIENT to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.

K. **Termination**: In addition to any other remedies or rights it may have by law, COUNTY has the right to terminate this CONTRACT without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of CONTRACT, any misrepresentation or fraud on the part of the SUBRECIPIENT. Exercise by COUNTY of its right to terminate the CONTRACT shall relieve COUNTY of all further obligations.

L. **Consent to Breach Not Waiver**: No term or provision of this CONTRACT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

M. **Remedies Not Exclusive**: The remedies for breach set forth in this CONTRACT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this CONTRACT does not preclude resort by either party to any other remedies provided by law.

N. **Independent Contractor**: SUBRECIPIENT shall be considered an independent CONTRACTOR and neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall be considered an agent or an employee of COUNTY. Neither SUBRECIPIENT nor its employees; nor anyone working under SUBRECIPIENT shall qualify for workers' compensation or other fringe benefits of any kind through COUNTY.

O. **Performance**: SUBRECIPIENT shall perform all work under this CONTRACT, taking necessary steps and precautions to perform the work to COUNTY's satisfaction. SUBRECIPIENT shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the SUBRECIPIENT under this CONTRACT. SUBRECIPIENT shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor,

supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of COUNTY required in its governmental capacity, in connection with performance of the work; and, if permitted to sub-contract, shall be fully responsible for all work performed by sub-SUBRECIPIENTs.

P. **Insurance**:

**Insurance Provisions**

Prior to the provision of services under this CONTRACT, the SUBRECIPIENT agrees to purchase all required insurance at SUBRECIPIENT's expense, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this CONTRACT have been complied with. SUBRECIPIENT agrees to keep such insurance coverage, Certificates of Insurances, and endorsements on deposit with the COUNTY during the entire term of this CONTRACT. In addition, all subcontractors performing work on behalf of SUBRECIPIENT pursuant to this CONTRACT shall obtain insurance subject to the same terms and conditions as set forth herein for SUBRECIPIENT.

SUBRECIPIENT shall ensure that all subcontractors performing work on behalf of SUBRECIPIENT pursuant to this CONTRACT shall be covered under SUBRECIPIENT's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for SUBRECIPIENT. SUBRECIPIENT shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from SUBRECIPIENT under this CONTRACT. It is the obligation of SUBRECIPIENT to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by SUBRECIPIENT through the entirety of this CONTRACT for inspection by COUNTY representative(s) at any reasonable time.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of $25,000 ($5,000 for automobile liability), which shall specifically be approved by the COUNTY Executive Office (CEO)/Office of Risk Management upon review of SUBRECIPIENT's current audited financial report.

If the SUBRECIPIENT fails to maintain insurance acceptable to the COUNTY for the full term of this CONTRACT, the COUNTY may terminate this CONTRACT.

**Qualified Insurer**

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com).** It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the SUBRECIPIENT shall provide the minimum limits and coverage as set forth below:

| Coverage | Minimum Limits |
|---|---|
| Commercial General Liability | $1,000,000 per occurrence;<br>$2,000,000 aggregate |
| Automobile Liability including coverage for owned, non-owned, and hired vehicles | $1,000,000 per occurrence |
| Workers' Compensation | Statutory |
| Employers' Liability Insurance | $1,000,000 per occurrence |
| Sexual Misconduct Liability | $1,000,000 per occurrence |

**Required Coverage Forms**

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

**Required Endorsements**

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the State of California, County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds.

2) A primary non-contributing endorsement evidencing that the SUBRECIPIENT's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this CONTRACT shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

SUBRECIPIENT shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the CONTRACT, upon which the COUNTY may suspend or terminate this CONTRACT.

If SUBRECIPIENT's Professional Liability is a "claims made" policy, SUBRECIPIENT shall agree to maintain Professional Liability coverage for two (2) years following completion of the CONTRACT.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the SUBRECIPIENT fails to provide the insurance certificates and endorsements within seven (7) days of notification to OC Community Resources/Contract Development, Management & Administration, award may be made to the next qualified SUBRECIPIENT.

COUNTY expressly retains the right to require SUBRECIPIENT to increase or decrease insurance of any of the above insurance types throughout the term of this CONTRACT.
Any increase or decrease in insurance will be as deemed by County of Orange Risk MANAGER as appropriate to adequately protect COUNTY.

COUNTY shall notify SUBRECIPIENT in writing of changes in the insurance requirements. If SUBRECIPIENT does not deposit copies of acceptable Certificates of Insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this CONTRACT may be in breach without further notice to SUBRECIPIENT, and COUNTY shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit SUBRECIPIENT's liability hereunder nor to fulfill the indemnification provisions and requirements of this CONTRACT, nor act in any way to reduce the policy coverage and limits available from the insurer.

Q. **Bills and Liens**: SUBRECIPIENT shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. SUBRECIPIENT shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, SUBRECIPIENT shall promptly procure its release and, in accordance with the requirements of paragraph "P" above, indemnify, defend, and hold COUNTY harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.

R. **Changes**: SUBRECIPIENT shall make no changes in the work or perform any additional work without the COUNTY's specific written approval.

S. **Change of Ownership**: SUBRECIPIENT agrees that if there is a change or transfer in ownership of SUBRECIPIENT's business prior to completion of this CONTRACT, the new owners shall be required under terms of sale or other transfer to assume SUBRECIPIENT's duties and obligations contained in this CONTRACT and complete them to the satisfaction of COUNTY.

T. **Force Majeure**: SUBRECIPIENT shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this CONTRACT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided SUBRECIPIENT gives written notice of the cause of the delay to COUNTY within thirty-six (36) hours of the start of the delay and SUBRECIPIENT avails himself of any available remedies.

U. **Confidentiality**: SUBRECIPIENT agrees to maintain the confidentiality of all COUNTY and COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this CONTRACT. All such records and information shall be considered confidential and kept confidential by SUBRECIPIENT and SUBRECIPIENT's staff, agents and employees.

V. **Compliance with Laws**: SUBRECIPIENT represents and warrants that services to be provided under this CONTRACT shall fully comply, at SUBRECIPIENT's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by COUNTY in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by COUNTY. SUBRECIPIENT acknowledges that COUNTY is relying on SUBRECIPIENT to ensure such compliance, and pursuant to the requirements of paragraph "P" above, SUBRECIPIENT agrees that it shall defend, indemnify and hold COUNTY and COUNTY Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.

W. **Freight (F.O.B. Destination):** SUBRECIPIENT assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this CONTRACT.

X. **Pricing**: The CONTRACT bid price shall include full compensation for providing all required goods in accordance with required specifications, or services as specified herein or when applicable, in the scope of services attached to this CONTRACT, and no additional compensation will be allowed therefore, unless otherwise provided for in this CONTRACT.

Y. **Intentionally left blank.**

Z. **Terms and Conditions**: SUBRECIPIENT acknowledges that it has read and agrees to all terms and conditions included in this CONTRACT.

AA. **Headings**: The various headings and numbers herein, the grouping of provisions of this CONTRACT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

BB. **Severability**: If any term, covenant, condition, or provision of this CONTRACT is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of

the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

CC. **Calendar Days**: Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

DD. **Attorney Fees**: In any action or proceeding to enforce or interpret any provision of this CONTRACT, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

EE. **Interpretation**: This CONTRACT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this CONTRACT. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this CONTRACT by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this CONTRACT against the party that has drafted it is not applicable and is waived. The provisions of this CONTRACT shall be interpreted in a reasonable manner to affect the purpose of the parties and this CONTRACT.

FF. **Authority**: The Parties to this CONTRACT represent and warrant that this CONTRACT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

GG. **Employee Eligibility Verification:** The SUBRECIPIENT warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this CONTRACT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The

SUBRECIPIENT shall obtain, from all employees, consultants and sub-SUBRECIPIENTs performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The SUBRECIPIENT shall retain all such documentation for all covered employee, consultants and sub-SUBRECIPIENTs for the period prescribed by the law. The SUBRECIPIENT shall indemnify, defend with counsel approved in writing by COUNTY, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the SUBRECIPIENT or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this CONTRACT.

HH. **Indemnification:** SUBRECIPIENT agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by SUBRECIPIENT pursuant to this CONTRACT. If judgment is entered against SUBRECIPIENT and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY

INDEMNITEES, SUBRECIPIENT and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

II. **Audits/Inspections**: SUBRECIPIENT agrees to permit the COUNTY's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the COUNTY) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of SUBRECIPIENT for the purpose of auditing or inspecting any aspect of performance under this CONTRACT. The inspection and/or audit will be confined to those matters connected to the performance of the CONTRACT including, but not limited to, the costs of administering the CONTRACT. The COUNTY will provide reasonable notice of such an audit or inspection.

The COUNTY reserves the right to audit and verify the SUBRECIPIENT's records before final payment is made.

SUBRECIPIENT agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this CONTRACT or by law. SUBRECIPIENT agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, SUBRECIPIENT agrees to include a similar right to the COUNTY to audit records and interview staff of any subcontractor related to performance of this CONTRACT.

Should the SUBRECIPIENT cease to exist as a legal entity, the SUBRECIPIENT's records pertaining to this CONTRACT shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the COUNTY's project manager.

**IN WITNESS WHEREOF**, the Parties hereto certify that they have read and understand all the terms and conditions contained herein and have hereby cause this CONTRACT to be executed.

***MERCY HOUSE LIVING CENTERS**

By: _____ By: _____

Name: _____ Name: _____

Title: _____ Title: _____

Dated: _____ Dated: _____

*For SUBRECIPIENTs that are corporations, signature requirements are as follows: 1) One signature by the Chairman of the Board, the President or any Vice President; and 2) One signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or an Assistant Treasurer.

For SUBRECIPIENTs that are not corporations, the person who has authority to bind the SUBRECIPIENT to a CONTRACT, must sign on one of the lines above.

**********

**COUNTY OF ORANGE**
A Political Subdivision of the State of California

By: _____ Dated: _____
Steve Franks, Director
OC Community Resources

**APPROVED AS TO FORM**
**COUNTY COUNSEL**

ATTACHMENT B

**Compensation/Payment**

1. **COMPENSATION:**

This is a fixed fee price CONTRACT between the COUNTY and the SUBRECIPIENT for **~~$1,050,824.00~~1,473,574.00** as set forth in Attachment A. Scope of Services attached hereto and incorporated herein by reference. The SUBRECIPIENT agrees to accept the specified compensation as set forth in this CONTRACT as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the SUBRECIPIENT of all its duties and obligations hereunder. The COUNTY shall have no obligation to pay any sum in excess of the total CONTRACT amount specified unless authorized by an amendment in accordance with paragraphs C and R of the COUNTY's General Terms and Conditions.

2. **FIRM DISCOUNT AND PRICING STRUCTURE:**

SUBRECIPIENT guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. SUBRECIPIENT agrees that no price increases shall be passed along to the COUNTY during the term of this CONTRACT not otherwise specified and provided for within this CONTRACT.

3. **PAYMENT TERMS:**

An invoice for the fixed cost of the services shall be submitted to the address specified below upon the completion of the engagement and approval of the COUNTY Project Manager. SUBRECIPIENT shall reference CONTRACT number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to the COUNTY of Orange and verified and approved by OC Community Services and subject to routine processing requirements of the COUNTY. The responsibility for providing an acceptable invoice rests with the SUBRECIPIENT.

Billing shall cover services not previously invoiced. The SUBRECIPIENT shall reimburse the COUNTY of Orange for any monies paid to the SUBRECIPIENT for services not provided or when services do not meet the CONTRACT requirements.

Payments made by the COUNTY shall not preclude the right of the COUNTY from thereafter disputing any items or services involved or billed under this CONTRACT and shall not be construed as acceptance of any part of the services.

Invoice(s) are to be sent to:

OC Community Resources

1770 North Broadway

Santa Ana, CA 92706-2642

Attention: Accounts Payable

4. **INVOICING INSTRUCTIONS:**

Further instructions regarding invoicing/reimbursement as set forth in Exhibit B, OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

The SUBRECIPIENT will provide an invoice on SUBRECIPIENT's letterhead for services rendered. Each invoice will have a number and will include the following information:

The Demand Letter/Invoice must include Delivery Order (DO) Number, Contract Number, Service date(s) – Month of Service along with other required documentation (See Exhibit B).

5. **OC COMMUNITY RESOURCES CONTRACT REIMBURSEMENT POLICY:**

Further instructions regarding invoicing/reimbursements as set forth in Exhibit B, OC Community Resources Contract Reimbursement Policy, are attached hereto and incorporated herein by reference.

ATTACHMENT C-2~~1~~

1. **SUBRECIPIENT's Cost Proposal**

**Project Title:** FY 2015-16 Armory Emergency Shelter Program

A. Administration and Program Cost Proposal

| Proposed Activities | County Funds | SSA Fund | Total Budget (Col. 1 + Col. 2) |
|---|---|---|---|
| 1. Administration Costs | $89,760 | | $89,760 |
| 2. Operating Costs | $726,298~~528,798~~ | $165,450 | $891,748~~694,248~~ |
| 3. Rapid Rehousing | $80,733 | $397,800 | $478,533 |
| 4. HMIS | $13~~4~~,533 | - | $13~~4~~,533 |
| **TOTAL** | **$910,324~~710,824~~** | **$563,250** | **$1,274,07~~4~~1,473,574** |

Revenue Resource Summary

| Anticipated Funding Sources | FY 2015-16 |
|---|---|
| County General Funds/City of Anaheim/City of Santa Ana | $199,500 |
| Federal Community Development Block Grant (CDBG) Funds [County] | $ 209,942 |
| Federal Emergency Solutions Grant (ESG) Funds [County] | $250,882 |
| Fund 15U ~~- Local 117 [County]~~ | $ 50,000 |
| Fund 15G - CalWorks [County] | $563,250 |
| Ops Reserves [County] | $200,000 |
| Federal Emergency Food and Shelter Program (EFSP) - Pending | $ 375,000 |
| Emergency Solutions Grant (ESG) Funds ~~- Pending~~ [City of Santa Ana]. | $ 31,500 |
| Community Development Block Grant (CDBG) Funds [City of Fullerton] ~~- Pending~~ | $15,000 |
| Emergency Solutions Grant (ESG) Funds [City of Garden Grove] ~~- Pending~~ | $ 10,000 |
| Community Development Block Grant (CDBG) Funds [City of Tustin] - Pending | $ 5,000 |

| | |
|---|---|
| Emergency Solutions Grant (ESG) Funds [City of Santa Ana]. RRH ~~- Pending~~ | $ 28,500 |
| United Way | $50,000 |
| Stater Brothers Charities | $4,000 |
| **TOTAL FUNDS** | **$1,992,574~~1,739,074~~** |
| **Shelter Operational Days = Minimum of 85 days up to 157 days, depending on final funding allocations** | |

## 2. FUNDS/PROGRAM FUNDING BUDGET:

A. Funds

1. Funds will be used to:
Fill gaps in other funding shortfalls to include, but not limited to: operations, salaries and benefits, transportation, security, food, insurance costs, equipment and supplies, maintenance and other operating costs and support services, such as rapid re-housing assistance activities. Other funding sources may include but not limited to federal, State and local funds, etc.

B. Program Funding Budget
The subject proposal will be financed under this CONTRACT as follows:

County General Funds/City of Anaheim/City of Santa Ana $199,500
Operations, Support Services, Salaries and Benefits

15U/~~Fund 117~~ (local funds) $ 50,000
Operations, Support Services, Salaries and Benefits

CDBG funds (24 CFR Part 570) (KCXXXXX– IDIS XXXX) $ 209,942
Operations, Support Services, Salaries and Benefits

ESG funds (24 CFR Part 576) $ 250,882
Shelter/Operations/Essential Services
($158,616) (KEXXXXX IDIS XXXX)
Rapid Re-housing
($80,733) (KEXXXXX IDIS XXXX)
HMIS
($11,533) (KEXXXXX IDIS XXXX)

Fund 15G – CalWorks (local funds) $ 563,250
Operations, Support Services, Salaries and Benefits

Ops Reserves (local funds) $ 200,000
Operations, Support Services, Salaries and Benefits

**TOTAL FUNDS** **$ 1,473,574**

~~1,274,074~~

C. Matching Funds
   a. Amount of Matching Funds (Must be at 100%) $250,882
   b. Source of Matching Funds: Cash and/or In-Kind

D. Funds shall be used for the following items, unless ineligible Program activity/cost as identified from its funding source:

   1. Costs relating to the operations, salaries and benefits, transportation, security, food, insurance, equipment and supplies, maintenance, and other related operating costs and support services relating to rapid re-housing assistance.

E. Members of SUBRECIPIENT's Board of Directors will serve in a voluntary capacity and receive no compensation, other than reimbursement for expenses, for their services. Under no circumstances will compensation for staff of SUBRECIPIENT exceed 45 percent of overall funding from all sources, other than reimbursement for expenses.

F. Upon written request by SUBRECIPIENT and written approval by the DIRECTOR, or designee, compensation may be reallocated to address any costs incurred for previously unbudgeted uses eligible under the applicable COUNTY guidelines.

G. Prior to final payment by COUNTY, reimbursement for the cost associated with the National Guard License Agreement, attached as Attachment H, and incorporated herein by reference, for rent of the program will be held until it is determined that the cost for these services have been paid in full.

**3. REQUIRED EXPENDITURE THRESHOLD:**

The following "Required Expenditure Threshold" criteria have been established to guide the SUBRECIPIENT in structuring and scheduling their expenditure of funds received through this CONTRACT. The criteria thresholds are consistent with the criteria used by OC Community Resources to determine performance including, but not limited to, determinations of future award of funds, additional funding requests and/or determinations for the recapture of funding.

Based on the first day of shelter operation, the following are the minimum required expenditure threshold.
For a 157-Day Shelter Operation:

| *Milestone Date* | *Minimum Required Expenditure of Shelter Funds Threshold* |
|---|---|
| 30 days after first day of shelter operation - | 35% of contracted Amount Expended |
| 60 days after first day of shelter operation - | 50% of contracted Amount Expended |
| 90 days after first day of shelter operation - | 60% of contracted Amount Expended |
| 120 days after first day of shelter operation- | 80% of contracted Amount Expended |
| 157 days after first day of shelter operation- | 100% of contracted Amount Expended |

# AGREEMENT

THIS AGREEMENT, dated for purposes of identification only this _____ day of _____, 2016, is made and entered into by and between the

CITY OF ANAHEIM, a municipal corporation,
hereinafter referred to as "ANAHEIM,"

A
N
D

COUNTY OF ORANGE, a political subdivision of the State of California, hereinafter referred to as the "COUNTY"

## WITNESSETH:

WHEREAS, the County of Orange Armory Emergency Shelter Program is a collaborative effort between the County of Orange, the State of California National Guard, Mercy House Living Centers, Inc. and other non-profit service providers to provide emergency shelter, food and supportive services to the homeless throughout Orange County; and

WHEREAS, the County of Orange OC Community Services contracts with Mercy House Living Centers, Inc., to operate the shelters and provide services at the Santa Ana and Fullerton National Guard Armoires and alternate site locations generally from December through April each year; and

WHEREAS, the Fullerton National Guard Armory Emergency Shelter Programs serves the shelter needs of homeless individuals in North Orange County, including Anaheim; and

WHEREAS, the Fullerton National Guard Armory site provides up to 200 beds per night, a nutritious meal at dinner and breakfast, a warm shower, donations of warm clothing and other basic needs items, referrals to Mercy House Living Centers, Inc. wrap-around services, and , on-site Orange County Service Providers; and

WHEREAS, ANAHEIM wishes to provide funding to support approximately twenty-one (21) additional days of shelter at the Fullerton Armory, or at alternate shelter sites during those days when the Fullerton National Guard Armory is unavailable.

NOW THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, COVENANTS, AND CONDITIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

## PART I- SCOPE OF WORK

A. PROJECT DESCRIPTION

ANAHEIM will provide to COUNTY an amount not to exceed Ninety-Nine Thousand, Seven Hundred Fifty Dollars and No/100 Cents ($99,750.00) to support approximately twenty-one (21) additional days of shelter at the Fullerton National Guard Armory, or at such alternate shelter sites as may be available during those days when the Fullerton National Guard Armory is unavailable during FY 2015-16. In exchange for the foregoing, the COUNTY will meet the obligations set forth in Part I.B.

B. COUNTY'S OBLIGATIONS

The COUNTY thought its subcontractors shall provide at minimum an additional twenty-one (21) shelter days at the Fullerton National Guard Armory Emergency Shelter, or at alternate shelter sites during those days when the Fullerton National Guard Armory is unavailable, during Fiscal Year 2015-16.

## PART II- TERMS OF AGREEMENT

A. TERM OF AGREEMENT

1. This Agreement shall commence upon the Effective Date of the Agreement and shall continue during Fiscal Year 2015-16, unless sooner terminated as provided herein ("Initial Term"). Unless otherwise indicated herein, the Initial Term and the Subsequent Term are collectively referred herein as the Term.

///

///

B. GRANT

1. It is understood and agreed between the parties to this Agreement that the grant for COUNTY'S obligations set forth in Part I.B. shall not exceed Ninety-Nine Thousand, Seven Hundred Fifty Dollars and No/100 Cents ($99,750.00) for the Term of the Agreement.

2. Payment shall be made by ANAHEIM to the COUNTY as a lump sum within thirty (30) days of the execution of this Agreement. County shall remit to the ANAHEIM a report documenting the days of shelter service and their locations provided by the Ninety-Nine Thousand, Seven Hundred Fifty Dollars and No/100 Cents ($99,750.00) within ninety (90) days after the end of the Term set forth in Part II.A. of this Agreement.

3. All funding provided by ANAHEIM shall be expended by the COUNTY solely for the purposes set forth in this Agreement.

4. All parties recognize that the continuation of this Agreement after the close of any fiscal year of ANAHEIM, which fiscal year ends on June 30 of each year, shall be subject to budget approval providing for or covering such contract items as an expenditure in said budget. ANAHEIM does not represent that said budget item will be actually adopted, said determination being the determination of the City Council at the time of the adoption of the budget herein. No penalty shall accrue to ANAHEIM in the event this provision shall be exercised.

C. ADDITIONAL OBLIGATIONS

No additional obligations beyond those set forth herein shall be rendered by the Parties unless previously authorized in writing by both of the Parties.

D. FISCAL RECORDS AND AUDITS

The COUNTY shall use recognized accounting methods in preparing report required by Section II.B.2., above. ANAHEIM reserves the right to designate its own employee representative(s) or its contracted representatives with a certified public accounting firm who shall have the right to audit the COUNTY's accounting procedures and internal controls of the COUNTY's financial systems and to examine any cost, revenue, payment, claim, other records or

supporting documentation report or resulting from any items set forth in this Agreement at ANAHEIM's cost. The COUNTY agrees to fully cooperate with any such audit(s).

This right to audit shall extend during the length of this Agreement and for a period of three (3) years, or longer if required by law, following the date of final payment under this Agreement. The COUNTY agrees to retain all necessary records/documentation for the entire length of this audit period.

The COUNTY will be notified in writing of any exception taken as a result of an audit. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the COUNTY's invoices and/or records shall be made within thirty (30) days from presentation of ANAHEIM's findings to the COUNTY. The COUNTY reserves the right to contest any exception.

The COUNTY agrees to permit ANAHEIM to inspect its records with respect to costs incurred for which the COUNTY received funding from ANAHEIM pursuant to this Agreement upon giving reasonable notice. This right shall extend for a period of three years after termination of this Agreement.

E. TERMINATION

Either party may terminate this Agreement upon thirty (30) days prior written notice. In the event ANAHEIM terminates this Agreement without cause, the COUNTY will be paid for costs incurred and obligations satisfactorily performed up to and including the date of termination. The City Manager or his or her designee is authorized to terminate the Agreement on behalf of ANAHEIM.

F. INDEMNITY AND INSURANCE

1. ANAHEIM shall indemnify and hold COUNTY, its officers, agents, and employees free and harmless from any claim or liability whatsoever, based or asserted upon the condition of any property of ANAHEIM, unless COUNTY is in possession and control of said property, or upon any act or omission of ANAHEIM, its officers, agents, and employees related to this Agreement, for property damage, bodily injury or death, or any other element of damage of any kind of nature, and ANAHEIM shall defend at its expense, including attorneys' fees,

COUNTY, its officers, agents and employees in any legal action or claim of any kind based upon such condition of ANAHEIM property, or alleged acts or omissions.

2. COUNTY shall indemnify and hold ANAHEIM, its officers, agents and employees free and harmless from any claim or liability whatsoever, based or asserted upon any act or omission of COUNTY, its officers, agents and employees related to this Agreement, for property damage, bodily injury or death, or any other element of damage of any kind or nature, and COUNTY shall defend, at its expense, including attorneys' fees, ANAHEIM, its officers, agents and employees in any legal action or claim of any kind based upon such alleged acts or omissions.

3. Each party agrees that the insurance held by the other, whether commercial or self-insurance, is sufficient for the purposes of this Agreement.

## PART III - GENERAL PROVISIONS

A. NOTIFICATION

Any notice may be served upon ANAHEIM by personal delivery in writing, or by facsimile, confirmed by mail, or by telegram, or by depositing it in a United States mail deposit box with the postage thereon, fully prepaid and addressed to ANAHEIM at the address hereinafter set forth; and in the case of the COUNTY, may be served upon the COUNTY by personal delivery in writing, or by facsimile, or by telegram, or by depositing it in a United States mail deposit box with the postage thereon fully prepaid, and addressed to the COUNTY at the address hereinafter set forth:

| | |
|---|---|
| ANAHEIM: | City of Anaheim<br>Attention: City Clerk<br>200 S. Anaheim Boulevard<br>Anaheim, CA 92805<br>Telephone: (714) 765-5166<br>Facsimile: (714) 765-4105 |
| WITH A COPY TO: | Anaheim Community Services<br>Attention: Community Services Manager<br>200 South Anaheim Boulevard, Suite 433<br>Anaheim, California 92805<br>Telephone: (714) 765-5167 |

| | |
|---|---|
| COUNTY: | COUNTY Program Manager<br>OC Community Services<br>Homeless Prevention Division<br>ATTN: Kelly Lupro<br>1300 S. Grand, Building B<br>Santa Ana, CA 92705 |
| With a copy to: | Office of the County Counsel<br>County of Orange<br>333 W. Santa Ana Blvd, Suite 407<br>Santa Ana, CA 92701 |

Upon written notice to each party concerned, served by means provided in the above paragraph, either party may change the above addresses.

B. SUCCESSORS AND ASSIGNS

All of the terms, conditions and provisions hereof shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns, provided, however, that no assignment of the Agreement shall be made without the prior written consent of the parties to the Agreement, which consent shall not be unreasonably withheld.

C. LAWS GOVERNING CONSTRUCTION OF TERMS

This Agreement shall be governed by the laws of the State of California. If any portion of this Agreement is held invalid under any applicable statute or rule of law, then such portion only shall be deemed invalid.

D. THE ENTIRE AGREEMENT

This writing constitutes the entire agreement between the parties with respect to the subject matter hereof, and supersedes all oral or written representations or written agreements which may have been entered into between the parties. No modification or revision shall be of any force or effect, unless the same is in writing and executed by the parties hereto.

If any provision of this Agreement shall be held invalid, such invalidity shall not affect the other provisions hereof, and to this extent, the provisions of this Agreement are intended to be and shall be deemed severable.

E. NO AGENCY RELATIONSHIP

Nothing herein will be construed to create an agency relationship between the Parties.

F. EFFECTIVE DATE AND AUTHORITY

The effective date of this Agreement (the "Effective Date") shall be the latest date of execution hereinafter set forth opposite the names of the signators hereto. No Party shall have any obligations under this Agreement (notwithstanding any approval of such Agreement given by the Parties' legislative body) unless and until all parties execute this Agreement in compliance with all applicable law.

[Signatures appear on the next page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the dates hereinafter respectively set forth.

DATE OF EXECUTION:

CITY OF ANAHEIM
a municipal corporation

_____

By: _____

"ANAHEIM"

ATTEST:

By: _____
City Clerk of Anaheim

DATE OF EXECUTION:

COUNTY OF ORANGE, a political subdivision of The State of California

_____

By: _____

"COUNTY"

APPROVED AS TO FORM:
MICHAEL R.W. HOUSTON,
CITY ATTORNEY

By: _____
Bryn M. Morley
Deputy City Attorney

Dated: _____

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____
Deputy County Counsel

Dated: 03.10.2016

98093.2/bmorley

# ARMORY EMERGENCY SHELTER EXTENSION FUNDING AGREEMENT

THIS AGREEMENT is made and entered into this __ day of _____, 2016, by and between the County of Orange, a political subdivision of the State of California (hereinafter "County"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California (hereinafter "City").

## RECITALS

A. WHEREAS, the County of Orange Armory Emergency Shelter Program is a collaborative effort between the County of Orange, the State of California National Guard, the participating cities of Fullerton, Santa Ana and Anaheim, Mercy Housing Living Centers, Inc. and other non-profit service providers to provide emergency shelter, food and supportive services to the homeless throughout Orange County; and

B. WHEREAS, the County of Orange OC Community Services contracts with Mercy House Living Centers, Inc. (its "Subcontractor") to operate the shelters and provide services at the Santa Ana and Fullerton National Guard Armories and alternate site locations generally from December through April of each year; and

C. WHEREAS, the Santa Ana National Guard Armory Emergency Shelter Program serves the shelter needs of homeless individuals in Santa Ana; and

D. WHEREAS, the Santa Ana National Guard Armory site provides up to 200 beds per night, a nutritious meal at dinner and breakfast, a warm shower, donations of warm clothing and other basic needs items, referrals to Mercy House Living Centers, Inc., wrap-around supportive services, and on-site Orange County Service Providers; and

E. WHEREAS, the total funding for the Santa Ana National Guard Armory Emergency Shelter and Fullerton National Guard Armory Emergency Shelter will be fully expended by March 25, 2016; and

F. WHEREAS, the City wishes to provide funding to support approximately twenty-one (21) additional days of shelter from March 26, 2016, through April 15, 2016, at the Santa Ana Armory, or at alternate shelter sites during those days when the Santa Ana National Guard Armory is unavailable.

**NOW THEREFORE**, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

## 1. SCOPE OF WORK

The City will provide to the County an amount of $99,750 to support approximately twenty-one (21) additional days of shelter at the Santa Ana National Guard Armory, or at such alternate sites as may be available during those days when the Santa Ana National Guard Armory is unavailable. In exchange for the foregoing, the County will meet the obligations set forth in Section 5.

## 2. FUNDING

a. It is understood and agreed between the parties to this Agreement that the funding for the County's obligations set forth in Section 5 shall not exceed Ninety-Nine Thousand, Seven-Hundred and Fifty Dollars ($99,750.00) during the term of this Agreement.

b. Payment shall be made by the City to the County as a lump sum within thirty (30) days of the execution of this Agreement. County shall remit to the City a report documenting

the days of shelter service and their locations provided by the $99,750 within 90 days after the end of the term as set forth in Section 3 of this Agreement. If for any reason the shelter is not open for the required number of days, the County shall return to the City the amount of the funding in proportion to the number of days the shelter was not open.

c. All funding provided by the City shall be expended by the County solely for the purposes set forth in this Agreement.

## 3. TERM

This Agreement shall commence on the date first written above and terminate on June 30, 2016, unless terminated earlier in accordance with the termination provisions below. The term of this Agreement may be extended upon a writing executed by the City Manager and the City Attorney.

## 4. INDEPENDENT CONTRACTOR

The performance of each party's obligations hereunder shall be in the capacity of an independent contractor and not as an officer, agent, or employee of the other party. In consideration for the funding paid to the County by the City, the County agrees that the City shall not be liable or responsible for any benefits, including, but not limited to, worker's compensation, disability, retirement, life, unemployment, health or any other benefits and the County agrees that it shall not sue or file a claim, petition, or application therefor against the City or any of its officers, employees, agents, representatives or sureties.

## 5. COUNTY'S RESPONSIBILITIES

The County, through its Subcontractor, shall provide at minimum an additional twenty-one (21) shelter days at the Santa Ana National Guard Armory Emergency Shelter, or at alternate shelter sites during those days when the Santa Ana National Guard Armory Emergency Shelter is unavailable.

## 6. INSURANCE

Each party agrees that the insurance held by the other, whether commercial or self-insurance, is sufficient for the purposes of this Agreement.

## 7. INDEMNIFICATION

County and its Subcontractor agree to and shall indemnify and hold harmless the City, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the County or its contractors, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement, to the extent that the injury, damages, just compensation, restitution, judicial or equitable relief is caused by the negligence of the County. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. In no case will County or its Subcontractor be required to indemnify or hold harmless the City from injury, damages, just compensation, restitution, judicial or equitable relief caused by negligence of the City.

The City agrees to and shall indemnify and hold harmless the County, its officers, agents, employees, consultants, special counsel, and representatives from liability: (1) for personal injury,

damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the City or its contractors, subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and (2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement, to the extent that the injury, damages, just compensation, restitution, judicial or equitable relief is caused by the negligence of the City. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. County may make all reasonable decisions with respect to its representation in any legal proceeding. In no case will City be required to indemnify or hold harmless the County from injury, damages, just compensation, restitution, judicial or equitable relief caused by negligence of the County.

## 8. RECORDS

County and its Subcontractor shall keep records and invoices in connection with the work to be performed under this Agreement. . All such records and invoices shall be clearly identifiable. County and its Subcontractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours upon five (5) day written notice. County and its Subcontractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to County under this Agreement.

## 9. CONFLICT OF INTEREST CLAUSE

County covenants that it presently has no interests and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

## 10. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City:
Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax 714- 647-6956

With courtesy copies to:

Executive Director – CDA
City of Santa Ana
20 Civic Center Plaza (M-25)
P.O. Box 1988
Santa Ana, California 92702
Fax 714-647-6549

and

City Attorney
City of Santa Ana

20 Civic Center Plaza (M-29)
P.O. Box 1988
Santa Ana, California 92702
Fax 714- 647-6515

To County: County Program Manager
OC Community Services
ATTN: Karen Roper
1300 S. Grand, Building B
Santa Ana, CA 92705

With a copy to: Office of the County Counsel
County of Orange
333 W. Santa Ana Blvd., Suite 407
Santa Ana, CA 92701

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, County or City holidays shall be excluded.

## 11. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and County, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of County. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate County or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

## 12. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of County's Subcontractor, County may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other consultants retained by City.

## 13. TERMINATION

This Agreement may be terminated by the City or County, with or without cause, upon thirty (30) days written notice of termination. In such event, County shall be entitled to receive and the City shall pay County compensation for all services performed by County prior to receipt of such notice of termination, subject to the condition that payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

## 14. DISCRIMINATION

County shall not discriminate because of race, color, creed, religion, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities. County affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

## 15. JURISDICTION - VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

## 16. MISCELLANEOUS PROVISIONS

a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

b. No Agency Relationship. Nothing herein will be construed to create an agency relationship between the Parties.

c. The rights and obligations set forth herein are intended exclusively for the benefit of the Parties and shall not be construed to convey any rights or remedies to any third party.

d. The Recitals to this Agreement are, by this reference, incorporated into this Agreement and made a part hereof.

e. The effective date of this Agreement (the "Effective Date") shall be the latest date of execution hereinafter set forth opposite the names of the signators hereto. No Party shall have any obligations under this Agreement (notwithstanding any approval of such Agreement given by the Parties' legislative body) unless and until all parties execute this Agreement in compliance with all applicable law.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

ATTEST:

MARIA D. HUIZAR
Clerk of the Council

CITY OF SANTA ANA

DAVID CAVAZOS
City Manager

APPROVED AS TO FORM:

SONIA R. CARVALHO
City Attorney

By: _____
Ryan O. Hodge
Assistant City Attorney

RECOMMENDED FOR APPROVAL:

KELLY REENDERS
Executive Director – Community Development Agency

COUNTY OF ORANGE

APPROVED AS TO FORM

County Counsel 03.10.2016

# Contract Summary

☐ **This contract does not include subcontractors or pass through to other providers.**

☒ **This contract includes the following subcontractors or pass through to other providers.**

| | Subcontractor Breakdown |
|---|---|
| | Service(s) |
| Quakleen Co. | Janitorial |
| Waste Management and Republic Services | Disposal |
| Haul Away | Storage Bins |
| Orange County Rescue Mission | Meals |
| 800 Laundry | Food Delivery |
| Universal Delta Tours, Inc. | Transportation |
| 4D Universal Security Services, Inc. | Security |
| 800 Laundry | Laundry |
| | |

**Contract Operating Expenses**

| Proposed Activities | County Funds | SSA Fund | Total Budget (Col. 1 + Col. 2) |
|---|---|---|---|
| 1. Administration Costs | $89,760 | | $89,760 |
| 2. Operating Costs | $726,298 | $165,450 | $891,748 |
| 3. Rapid Rehousing | $80,733 | $397,800 | $478,533 |
| 4. HMIS | $13,533 | - | $13,533 |
| **TOTAL** | **$910,324** | **$563,250** | **$1,473,574** |

# Revision to ASR and/or Attachments

2016 MAR 17 PM 3:01

**Date:** **March 17, 2016**

**To:** Clerk of the Board of Supervisors

**CC:** County Executive Office

**From:** **Frank Kim, County Executive Officer**

**Re:** ASR Control #:___, Meeting Date 3/22/16 Agenda Item No. # S25D

**Subject:** Dana Point Harbor Coffee Importers Expansion Fourth Amendment

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Explanation: Please change Board of Supervisors District from All Districts to 5th District.

☐ Revised Recommended Action(s)

☐ Make modifications to the:

☐ Subject ☐ Background Information ☐ Summary

☐ Revised Attachments (attach copy of revised attachment(s))

# *County Executive Office*

S2SD

## Memorandum

March 16, 2016

**To:** Clerk of the Board of Supervisors

**From:** Frank Kim, County Executive Officer

**Subject:** Exception to Rule 21

---

**The County Executive Office is requesting a supplemental for the March 22, 2016 Board Hearing Meeting.**

**Agency:** County Executive Office
**Subject:** Dana Point Harbor Coffee Importers Expansion Fourth Amendment
**District:** All Districts

**Reason for supplemental:** The Amendment was not finalized until after the Clerk of the Board's filing deadline. Therefore, this Agenda Staff Report (ASR) could not be submitted by the filing deadline. This ASR needs to be scheduled for the March 22, 2016 Board meeting.

Concur: _____
Chairwoman Lisa Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel

**Agenda Item** S2SD
*Clerk's Use Only*

# SUPPLEMENTAL AGENDA ITEM
# AGENDA STAFF REPORT

**MEETING DATE:** 03/22/16

**LEGAL ENTITY TAKING ACTION:** Board of Supervisors ai

**BOARD OF SUPERVISORS DISTRICT(S):** All Districts

**SUBMITTING AGENCY/DEPARTMENT:** County Executive Office

**DEPARTMENT HEAD REVIEW:** Scott J. May
*Department Head Signature*

**DEPARTMENT CONTACT PERSON(S):** Scott Mayer (714) 834-3046
Steven Wiegmann (714) 834-7460

**SUBJECT:** Dana Point Harbor Coffee Importers Expansion Fourth Amendment

| CEO CONCUR | COUNTY COUNSEL REVIEW | CLERK OF THE BOARD |
|---|---|---|
| | Approved as to form | Discussion |
| | *Action* | |
| *CEO Signature* | *County Counsel Signature* | 3 Votes Board Majority |

**Budgeted:** N/A **Current Year Cost:** N/A **Annual Cost:** N/A

**Staffing Impact:** N/A **# of Positions:** N/A **Sole Source:** N/A
**Current Fiscal Year Revenue:** N/A
**Funding Source:** N/A **County Audit in last 3 years** No

**Prior Board Action:** 10/07/2014 #11, 04/20/2010 #16

## RECOMMENDED ACTION(S)

1. Find that Final EIR No. 591, previously certified by the Board of Supervisors on January 31, 2006, reflects the independent judgment of the County of Orange and satisfies the requirements of CEQA for lease amendment being considered herein, which is a necessarily included element contemplated as part of the whole of the action.

a. The circumstances of the project are substantially the same as described in EIR No. 591 which adequately addressed the effects of the proposed project. No substantial changes have been made in the project, no substantial changes have occurred in the circumstances under which the project is being undertaken, and no new information of substantial importance to the project which was not known or could not have been known when the previous EIR No. 591 was adopted has become known, and no further environmental review is required.

b. EIR No. 591 is adequate to satisfy the requirements of CEQA for the lease amendment.

c. All mitigation measures are fully enforceable pursuant to CEQA (Public Resources Code) Section 21081.6(b) and have either been adopted as conditions, incorporated as part of the project design, or included in the procedures of project implementation.

2. Approve Fourth Lease Amendment for Miller and Miller, a California Limited Partnership, dba Coffee Importers allowing them to expand into the adjacent suite consisting of approximately 804 square feet increasing their premises from 1,870 square feet to 2,674 square feet which will increase their Minimum Annual rent from $55,610 to $79,519.

**SUMMARY:**

Approval of the proposed amendment will allow Miller and Miller, a California Limited Partnership dba Coffee Importers to expand and better serve their customers and increase lease revenue paid to the County.

**BACKGROUND INFORMATION:**

The Coffee Importers has been a tenant of Dana Point Harbor for more than 35 years with its current lease set to expire June 30, 2020. The Coffee Importers of Dana Point has been owned and operated by the Miller family since 1979. In 1981, the Millers opened their second business at Dana Point Harbor the Scoop Deck Ice Cream Shop. Over the more than 30 years both business have become a fixture within the Dana Point Harbor community.

During the County's Fiscal Year 2014-15 Coffee Importers paid rent of approximately $134,000 or $5.97/sq. ft. Staff anticipates an increase in annual rent payments due to the expansion of their premises.

On November 12, 2009, a First Amendment of the lease was approved under delegated authority to expand the leased premises from 1,670 square feet to 1,870 square feet and adjust the minimum annual rent, percentage rent and common area charge accordingly.

On April 20, 2010, your Board approved the Second Amendment to extend Lease through June 30, 2015 and provide one, five-year option to extend the Lease to June 30, 2020, requiring the tenant to invest a minimum of $10 per square foot for properly maintaining leased space pending the Revitalization Plan construction with all other terms and conditions of the lease remaining the same.

On October 7, 2014, your Board approved the Third Amendment which will allow the ability to negotiate a new Lease at the then established market rate and terms for a new location in the new retail core. The Amendment also clarifies the process to receive partial rent relief during the construction of the new retail core if their revenue was significantly affected compared to the same time in the prior year. In addition the Amendment removed the requirement to renovate or add any improvements to the Premises during the remaining years of the lease, except for necessary maintenance for health and safety.

**FINANCIAL IMPACT:**

N/A

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

Attachment A - Fourth Lease Amendment
Attachment B - Real Property Conveyance Questionnaire

# FOURTH AMENDMENT TO LEASE

This Fourth Amendment to Lease ("**Fourth Amendment**") is entered into as of _____, 2016, ("**Effective Date**") by and between the COUNTY OF ORANGE, a political subdivision of the State of California ("**COUNTY**" *or* "**LESSOR**"), and MILLER AND MILLER, a California Limited Partnership dba Coffee Importers ("**TENANT**"). COUNTY and TENANT are sometimes hereinafter individually referred to as "**Party**" or jointly referred to as the "**Parties.**"

## RECITALS

A. COUNTY leases to TENANT pursuant to that certain Lease dated July 1, 2002, ("**Lease**") that certain retail space comprised of 1870 square feet located at 34531 Golden Lantern, Dana Point, CA 92629 ("**Premises**").

B. The Lease is currently in full force and effect and has been amended by agreement of the parties by entering into a First Amendment to Lease, dated November 12, 2009 ("**First Amendment**"), a Second Amendment to Lease, dated April 20, 2010 ("**Second Amendment**"), and a Third Amendment to Lease, dated January 1, 2015 ("**Third Amendment**").

C. The Parties now wish to further amend the Lease, as more fully set forth herein.

**NOW, THEREFORE,** for good and valuable consideration, the receipt of which is hereby acknowledged, it is agreed that as of the Effective Date of this Fourth Amendment, said Lease shall be and the same is hereby modified and amended as follows:

**1.** Clause 2 of the Lease, entitled Premises is hereby deleted in its entirety and replaced with the following:

"2. PREMISES (PMA3.1 N 2-2016)

COUNTY leases to TENANT that certain property located at 34531Golden Lantern, Dana Point, CA 92629 composed of approximately 1870 square feet and also located at 34525 Golden Lantern, composed of approximately 804 square feet, for a total of 2,674 square feet (hereinafter collectively referred to as "**Premises**"), described and shown in **Revised Exhibit A** which exhibit is attached hereto and by reference made a part hereof. The insertion of the Commercial Center map into **Revised Exhibit B** is for the purposes of identifying TENANT'S Premises location within the Commercial Center, and for no other purpose."

**2.** Clause 9(A) of the Lease, entitled Minimum Annual Rent is hereby amended to increase the Minimum Annual Rent Due from $55,610.00 to $79,519.00

**3.** Clause 9(E) of the Lease, entitled Rent During Construction is deleted in its entirety and replaced with the following:

"E. Rent During Construction.

The extent of interruption or disruption to TENANT'S business operation resulting from LESSOR's Revitalization Plan is difficult to determine or estimate. Consequently, in the event TENANT provides the Director with written notice, and supporting documentation satisfactory to

Director, that TENANT'S gross receipts for two full and consecutive calendar months following the Construction Commencement Date are at least ten percent (10%) less than the same two-month period of the previous year, TENANT'S Minimum Annual Rent or base rent of $79,519.00 shall be reduced by twenty percent (20%) commencing with the first day of the calendar month following the satisfactory written notice to Director described above and such reduction in the base rent shall remain in effect through the expiration or sooner termination of this LEASE."

Upon the implementation of Clause 9(E). Rent During Construction then Clause 11. Revision of Rent shall be deleted in its entirety by this Amendment.

**4.** **Exhibit A** to the Lease is hereby deleted and replaced with the attached **Revised Exhibit A**.

**5.** **Exhibit B** to the Lease is hereby deleted and replaced with the attached **Revised Exhibit B**.

**6.** TENANT confirms that there is no current default under the Lease terms by either Parties and no event has occurred that with the passage of time will be a default pursuant to the Lease terms.

**7.** The Lease is in full force, has not been terminated, and is enforceable in accordance with its terms. Neither COUNTY nor TENANT is in breach of or default under the Lease. COUNTY has performed all obligations required of COUNTY under the Lease; no offsets, counterclaims, or defenses of TENANT under the Lease exist against COUNTY; and no events have occurred that, with the passage of time or the giving of notice, would constitute a basis for offsets, counterclaims, or defenses against COUNTY. No breach or violation exists of any provisions of the Lease granting exclusive uses to TENANT or prohibiting or restricting uses of other TENANTs at the Premises.

**8.** Whenever a conflict in the terms or conditions of this Fourth Amendment and the Lease exists, the terms and conditions of this Fourth Amendment shall prevail.

**9.** In all other respects, the terms and conditions of the Lease, as amended, not specifically changed by this Fourth Amendment shall remain in full force and effect. All of the terms and provisions herein shall be binding upon and shall inure to the benefit of the heirs, executors administrator or assigns of the respective Parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Fourth Amendment as of the day and year first hereinabove written.

Approved as to Form
Office of the County Counsel
Orange County, California

By: _____
Deputy County Counsel

**TENANT**

**MILLER AND MILLER,** a California Limited Partnership dba Coffee Importers

By: _____
Name: THERESA MILLER
Title: PRESIDENT - CMI

**COUNTY**

**COUNTY OF ORANGE**
a political subdivision of the State of California

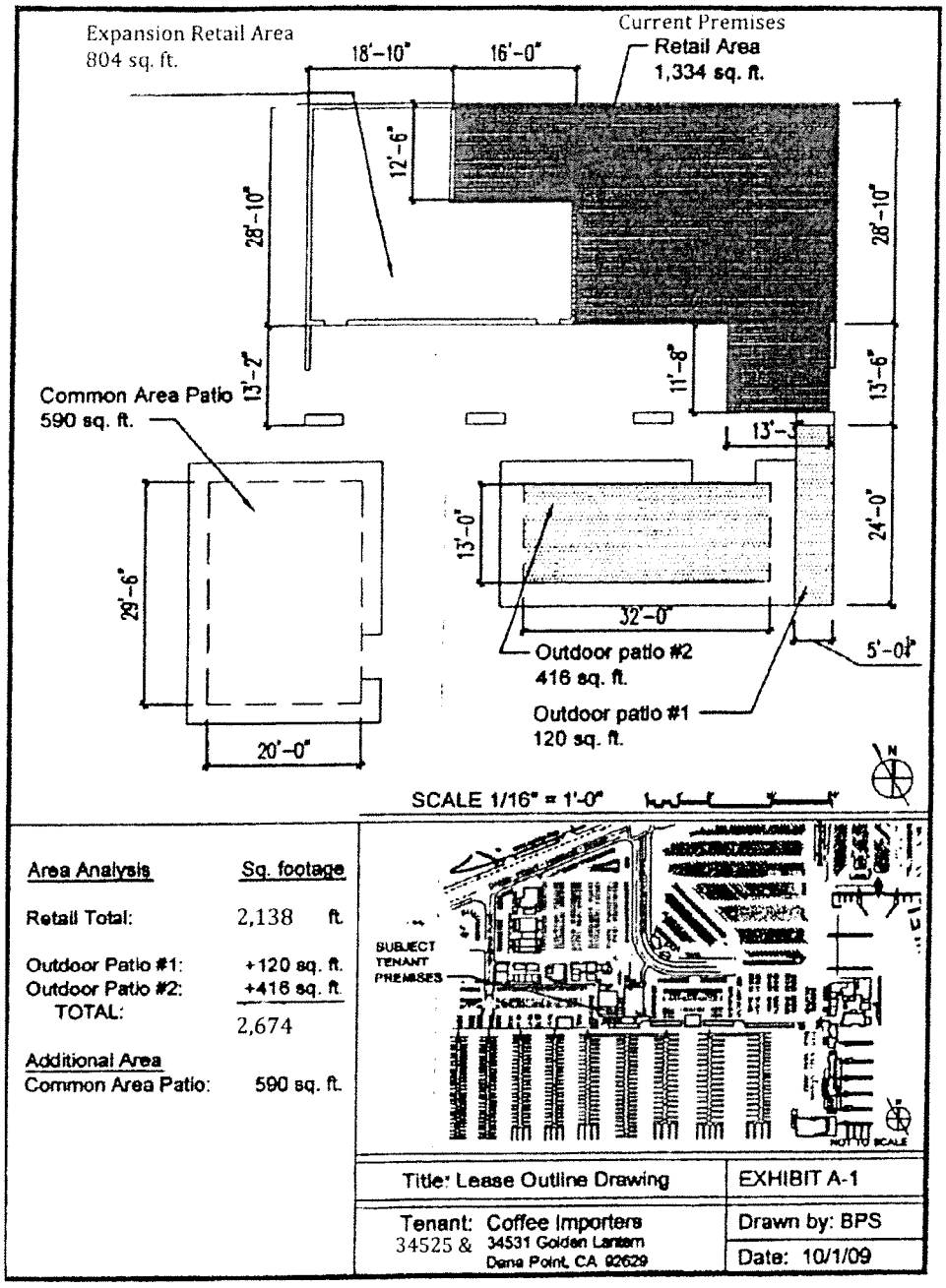
By: _____
Chair, Board of Supervisors

Signed and certified that a copy
of this document has been delivered
to the Chair of the Board per
G.C. Sec. 25103, Reso. 79-1535

ATTEST:

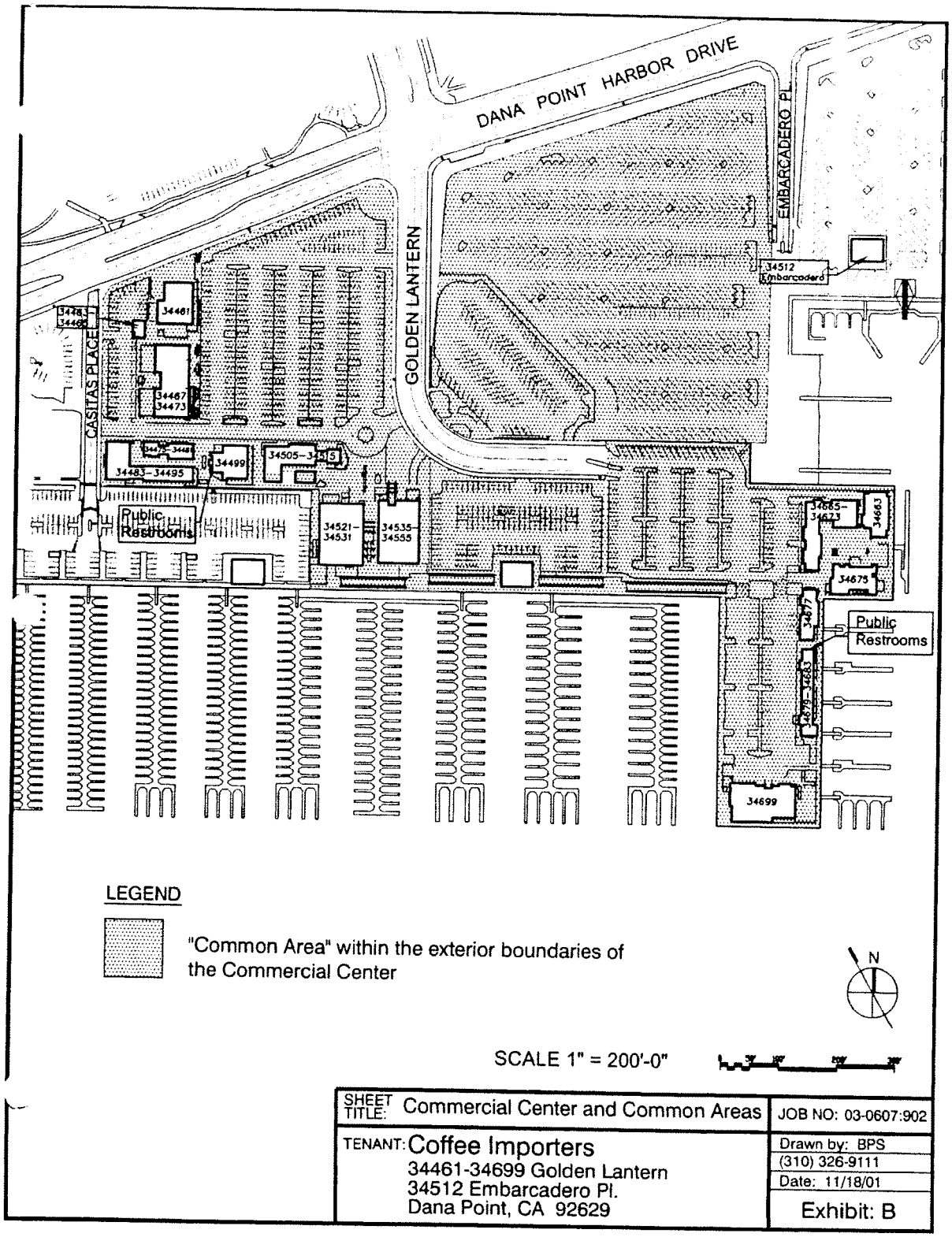
_____
Robin Stieler
Clerk of the Board of Supervisors
Orange County, California

# REVISED EXHIBIT A




| Area Analysis | Sq. footage |
|---|---|
| Retail Total: | 2,138 ft. |
| Outdoor Patio #1: | +120 sq. ft. |
| Outdoor Patio #2: | +416 sq. ft. |
| TOTAL: | 2,674 |
| **Additional Area** | |
| Common Area Patio: | 590 sq. ft. |

# REVISED EXHIBIT B



# Real Property Conveyance Questionnaire
## For Coffee Importers Dana Point Harbor

1. What property interest is being considered for conveyance?

   *This is a modification to a lease agreement dated July 1, 2002, first amendment dated November 12, 2009, second amendment dated April 20, 2010 and third amendment date January 1, 2015.*

   a) Why is this lease, being considered for amendment?

   *The proposed amendment allows the tenant to expand into an adjacent vacant unit containing 807 sq. ft. This expansion of space will allow the tenant to improve service to the public.*

   b) How and who initiated the amendment of the lease?

   *Tenant initiated the request in order to add additional square footage.*

   c) What factors are key in recommending this amendment of the lease?

   *The requested square feet will allow the tenant to expand the business and renovate their premises, to create a more efficient operation and will improve the tenant's services to the public and increase revenue to the County.*

   d) How does the proposed amendment fit into the County's strategic or general plan?

   *The amendment provides a better quality service to the public and increased revenue to the County.*

   e) What are the short and long term anticipated uses of the property?

   *There is no change to the existing use of the property. It will continue to be used as a retail coffee café in the short term and throughout the lease term.*

   f) Are there any limitations on the use of the property in the amendment documents?

   *The lease amendment does not change or limit the existing use of the property.*

2. What analysis has been performed as to whether to convey the proposed real property interest?

   *This expansion will benefit the percentage-rent paying business and the public. This expansion facilitates the tenant's renovation of their leasehold for efficiency and aesthetics purposes.*

   a) Have there been any internally or externally prepared reports regarding this property conveyance?

   *No*

   b) Who performed the analysis?

   *N/A*

   c) Provide details about the analysis and cost/benefit comparison.

   *N/A*

3. How was the conveyance price, or lease/license rent, determined?

*The minimum annual rent for the new premises was increased, and the percentage rent clause assures the County that if the tenant earns more money, the County will be paid more rent.*

a) Who performed the appraisal or market study and what certifications do they possess?

*Vintage Marina Partners and CEO Real Estate tracks lease rates within the market and we are receiving the market rate as a minimum annual rent.*

b) How does the price/rent compare with comparable properties?

*It is comparable.*

c) Does the setting of the price/rent follow industry standards and best practices?

*Yes.*

d) What are the specific maintenance requirements and other costs within the agreement and who is responsible? Provide an estimate of the costs to the County/District if applicable.

*The amendment does not change any existing maintenance or other cost responsibilities. The tenant is responsible for the costs of their renovation. No renovation costs will be borne by the Harbor or County.*

4. What additional post-conveyance remodeling or upgrade costs will be needed for the property to meet its intended use?

*All improvements are at the tenant's expense.*

a) Will any of the upgrades be required to meet County, ADA, or other standards and requirements?

*Tenant's existing lease requires the Tenant to meet all code requirements when making improvements to the premises.*

b) Include estimates of the costs.

*All improvements are at the tenant's expense.*

c) What entity will be responsible for the costs?

*All improvements are at the tenant's expense.*

5. Can the County terminate the sale/easement, lease/license?

*Yes, if tenant is in default of the lease.*

a) What would be necessary to terminate the agreement and when can it be terminated?

*Written notice of an uncured default as specified in the lease.*

b) Are there penalties to terminate the sale/easement, lease/license?

*No, but tenant must be given an opportunity to cure a default that would lead to lease termination.*

6. What entity will be responsible for the payment(s)?

*Tenant remains responsible for payments and all terms and conditions of the Lease. The amendment does not include any changes to the rent calculation.*

a) How will the funds received be used or applied?

*Funds will continue be used to operate Dana Point Harbor.*

b) What fund number will the funds from the conveyance ultimately be deposited into?

*Funds will be deposited into Fund 108 for Dana Point Harbor.*

c) If restricted funds might be created or supplemented, check with the Auditor Controller's General Accounting Unit and Counsel if you have questions about whether restricted funds are involved.

*Funds will be used only for Dana Point Harbor purposes and are restricted to Harbor uses.*

d) If restricted funds might be created or supplemented, has County Counsel advised that the destination fund for the payment(s) is properly restricted?

*The fund is properly restricted to Dana Point Harbor purposes.*

7. Does the proposed lease amendment comply with the CEO Real Estate standard language?

*Yes*

a) List any modified clauses and reasons for modification.

1. *Premises clause was modified to reflect the new square footage.*
2. *Minimum Annual Rent clause was modified to reflect the new minimum rent.*
3. *Rent During Construction clause was modified to reflect the new square footage.*

*We replaced the existing premises Exhibits A and B, with Revised Exhibits A and B, to show the new area being leased by the tenant as well as the area in the retail core that is now being occupied by the tenant.*

8. If this is a lease, is it a straight lease, an operating lease, a lease with an option to purchase, or a capital lease? *Operating lease. Therefore, the following questions do not apply to this situation.*

<u>Capital Lease Determination</u>: At the inception of any *potential* capital lease, it is important to contact the Auditor-Controller's Capital Asset Unit for further guidance to ensure proper classification and accounting for the lease occurs. There are specialized accounting rules and required forms for capital leases. See further details in the County's Accounting Manual, Policy No. FA-1: *Accounting for Lease Purchases (Capital Leases)*, located on the intranet. For accounting purposes only, a capital lease exists if ANY one (1) of the following four (4) criteria is met:

i) Lease transfers ownership to another party by the end of the term.
ii) Lease contains an option for the other party to purchase the property by the end of the term for a price lower than the expected fair market value of the property? (For example $1 or $1,000, and

based on this option price, for accounting purposes only, the ultimate purchase of the property is deemed reasonably assured at the inception of the lease.)

iii) Lease term is equal to 75% or more of the remaining estimated useful life of the leased property.*

iv) Present value of the minimum lease payments is equal to 90% or more of the fair value of the property at the inception of the lease.*

*Criteria iii) and iv) don't apply if the lease term begins in the last 25% of a property's estimated useful life.

To validate whether a lease is a capital lease for accounting purposes, please contact the Auditor-Controller's Capital Asset Unit at capitalassets@ac.ocgov.com .

# *County Executive Office*

S2SE

## Memorandum

March 17, 2016

**To:** Clerk of the Board of Supervisors

**From:** Frank Kim, County Executive Officer

**Subject:** Exception to Rule 21

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**The County Executive Office is requesting a supplemental for the March 22, 2016 Board Hearing Meeting.**

**Agency:** County Executive Office
**Subject:** Approval of Program Management and Design Agreement for Civic Center Building 16
**District:** All Districts

**Reason for supplemental:** Upon direction from Board of Supervisors, this Agenda Staff Report needs to be scheduled for the March 22, 2016 Board meeting.

Concur: _____
Chairwoman Lisa Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel

**Agenda Item** 3DSE
*Clerk's Use Only*

# SUPPLEMENTAL AGENDA ITEM
# AGENDA STAFF REPORT

| | |
|---|---|
| **MEETING DATE:** | 3/22/16 |
| **LEGAL ENTITY TAKING ACTION:** | Board of Supervisors |
| **BOARD OF SUPERVISORS DISTRICT(S):** | All Districts |
| **SUBMITTING AGENCY/DEPARTMENT:** | OC Public Works |
| **DEPARTMENT HEAD REVIEW:** | *Department Head Signature* |
| **DEPARTMENT CONTACT PERSON(S):** | Shane Silsby (714) 667-9700<br>Scott Mayer (714) 834-3046 |

**SUBJECT:** Approval of Program Management and Design Agreement for Civic Center Building 16

| CEO CONCUR | COUNTY COUNSEL REVIEW | CLERK OF THE BOARD |
|---|---|---|
| | Approve agreement as to form<br>*Action* | Discussion |
| *CEO Signature* | *County Counsel Signature* | 3 Votes Board Majority |

**Budgeted:** Yes **Current Year Cost:** $600,000 **Annual Cost:** FY 2016-17: $7,150,000

**Staffing Impact:** N/A **# of Positions:** N/A **Sole Source:** N/A
**Current Fiscal Year Revenue:** N/A
**Funding Source:** Capital Projects: 036 **County Audit in last 3 years** No

**Prior Board Action:** 6/23/2015 #S77C, 4/23/2013 #37, 08/21/2012 #37, 12/08/2009 #35

## RECOMMENDED ACTION(S)

1. Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to review under CEQA.

2. Approve Program Management and Design Agreement with Griffin Structures, Inc. for the design phase services of a new Building 16 within the Santa Ana Civic Center.

## SUMMARY:

Approval of an agreement with Griffin Structures, Inc. will commence for Phase 1A of the Civic Center Master Plan, which is the programming and design of a new Building 16 within the Santa Ana Civic Center.

**BACKGROUND INFORMATION:**
Building 16 is located on the east side of Ross Street just north of Santa Ana Boulevard in the Santa Ana Civic Center. The building was constructed in the early 1950s and occupied by various County departments until 1990. The building was vacated and closed due to infrastructure issues, aging facilities and other inefficiencies.

On December 8, 2009, the Board directed OC Public Works to issue a request for Statement of Qualifications per Government Code 25515, et. seq. for the Building 16 site development project. Qualified responders were invited to participate in the Request for Proposals process. The initiative was put on hold during the economic recession years with the greatest financial impact. On August 21, 2012, the Board selected Related/Griffin as the potential developer of the Building 16 site. On April 23, 2013, the Board approved Ordinance 13-003 which authorized a partnership with the Related/Griffin team, now organized as Griffin Structures, Inc. (Griffin), to complete a comprehensive Civic Center Facilities Strategic Plan Study (Civic Center Master Plan) and, based upon the recommendations, to develop a new Building 16.

Between 2013 and 2016, County staff and Griffin worked together to develop the Civic Center Master Plan. On June 23, 2015 the Board approved an amendment to the contract with Griffin to further develop and finalize the Civic Center Master Plan Study.

On February 23, 2016, a presentation was made to the Board concerning the Civic Center Master Plan, which outlined the efforts of the Board, County staff and the Griffin team regarding the study of County needs and goals within the Civic Center. To move forward with Phase 1A of the Civic Center Master Plan, staff is recommending approval of the Program Management and Design Agreement (Attachment 1) with Griffin.

**Program Management and Design Agreement – Phase 1A: Building 16**
Phase 1A will include preconstruction services, including the completion of site due diligence, validation of previous needs assessment/space plans, a schematic design and design development scope of services, and an estimate of construction costs for the Building 16 project. Once the design stage has been completed, and a guaranteed maximum price for the construction of Building 16 has been determined, that cost will be presented to the Board along with a construction services contract, or contracts, termed Phase 1B. At that time, the Board will also choose whether to self-finance the project or to have Griffin finance the project through a lease/lease-back arrangement, also referred to as a P3.

Based upon early estimates, the overall estimated cost for the development of Building 16 is $150 million excluding costs associated with financing, escalation, and County administration. The proposed Phase 1A cost is roughly $7.75 million (Attachment A), with completion of this phase targeted for Summer 2017.

**Compliance with CEQA:** This action is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore exempt from CEQA since it will not result in any direct or indirect physical change in the environment and does not involve an irrevocable commitment of resources by the County to the activity since this is just a contract approval for the development. It is therefore exempt from CEQA. Any future action that constitutes a project will be reviewed for compliance with CEQA.

**FINANCIAL IMPACT:**

Capital Project Budget 036 will use existing appropriations (approx. $600,000) to make the required FY 2015-16 payments for this contract. If necessary, a FY 2015-16 Quarterly Budget Adjustment will be

submitted for appropriations/adjustments for additional funding. Appropriations for this contract will be included in the budgeting process for future years.

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

Attachment A – Building 16 Cost Summaries
Attachment B – Estimated Total Project Schedule
Attachment C – Phase 1A Design Phase Scope of Services
Attachment D – Phase 1B Construction Phase Services: Program Management Agreement ("Program Management and Construction Management Contract")
Attachment E– Master Ground Lease
Attachment F – Architect-Engineer Guide
Attachment G – Building 16 - Basis of Design
Attachment H – Workplace Design Guidelines
Attachment I – Program Management and Design Agreement (Phase 1A)

# 3 GMP
# ATTACHMENT 'A'
**Phase 1A BUDGET AND FEES**
**County of Orange - Civic Center Building 16**
**March 17, 2016**

| COMPONENT | | EIR Phase | Due Diligence phase | SD Phase | DD Phase | Phase 1A Total | COMMENTS |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **A&E Fees** | | | | 1,913,175 | 1,913,175 | 3,826,350 | Fixed Fee |
| EIR support for future phases | | 125,000 | | | | 125,000 | |
| A&E Reimbursables | 4.00% | 5,000 | | 76,527 | 76,527 | 158,054 | Allowance |
| | | | | | | - | |
| **CMAR Preconstruction Fee** | | | | 188,000 | 282,000 | 470,000 | Fixed Fee |
| | | | | | | - | |
| **DESIGN CONSULTANTS (other, managed by PM/D)** | | | | | | | |
| Building Code consultant | | | - | 10,000 | 10,000 | 20,000 | Peer review |
| Schematic level virtual model, renderings and simulations | | | - | 25,000 | 25,000 | 50,000 | Allowance |
| Peer reviews on Structural and MEP | | | | | 30,000 | 30,000 | Allowance |
| Phase One Environmental Survey Update | | | 3,900 | - | - | 3,900 | Two updates required per code |
| Phase Two Environmental Survey | | | - | - | - | - | Excluded |
| Update ACM and Lead report | | | 4,000 | | | 4,000 | Leighton proposal |
| Geotechnical | | | - | 40,000 | - | 40,000 | Includes funds needed to test soil for corrosivity, et |
| Environmental investigation of underground conditions | | | 29,800 | | | 29,800 | Leighton proposal |
| Roofing and waterproofing consultant | | | - | - | 10,000 | 10,000 | Peer review of architectural plans and specs |
| Window wall and curtainwall consultants | | | - | 10,000 | 20,000 | 30,000 | Allowance |
| Elevator consultant | | | - | 10,000 | - | 10,000 | Allowance |
| Commissioning | | | - | 6,000 | - | 6,000 | tk1sc |
| Security - architectural barriers | | | - | 20,000 | 20,000 | 40,000 | Allowance |
| Security - automated access control and CCTV | | | - | 10,000 | 20,000 | 30,000 | Allowance |
| Dry utilities coordinator | | | - | 10,000 | 20,000 | 30,000 | Research utility company maps and coordinate with new design |
| Parking design consultant | | | - | 20,000 | 20,000 | 40,000 | Parking planning and layout for Building 16 |
| ALTA Survey | | | - | - | - | - | By County |
| Parcel Map | | | 75,000 | - | - | 75,000 | Allowance |
| Potholing and survey underground utilities site | | | 30,000 | - | - | 30,000 | Allowance |
| Shared website for project team | | | - | 10,000 | 10,000 | 20,000 | Newforma or Sharepoint |
| Reproduction and distribution of design documents | | | | 5,000 | 5,000 | 10,000 | Allowance |
| Legal - Preparation of 3rd party Agreements | | | 100,000 | - | - | 100,000 | Allowance |
| | | | | | | | |
| Project Contingency | 5.00% | 6,500 | 12,135 | 117,685 | 123,085 | 259,405 | |
| | | | | | | - | |
| **PM/D OH, Ins, Etc** | | | | | | - | |
| Liability Insurance | 0.80% | 1,092 | 2,039 | 19,771 | 20,678 | 43,580 | |
| Reimbursables Allowance | | | 2,000 | 5,000 | 8,000 | 15,000 | |
| PM/D Fee for Phase 1A | | | in SD | 1,120,000 | 1,120,000 | 2,240,000 | Fixed fee based on $140,000/mo for 16 mo |
| | | | | | | - | |
| **TOTAL BUDGETS - BASE FEE** | | **$ 137,592** | **$ 258,874** | **$ 3,616,158** | **$ 3,733,465** | **$ 7,746,089** | |

Design and engineering for future phases is excluded. This would include but not necessarily be limited to hydrology study, storm water management plan (WQMP), and geotechnical investigation and report.

**P3**

# ATTACHMENT 'A'

**Phase 1A BUDGET AND FEES**

**County of Orange - Civic Center Building 16**

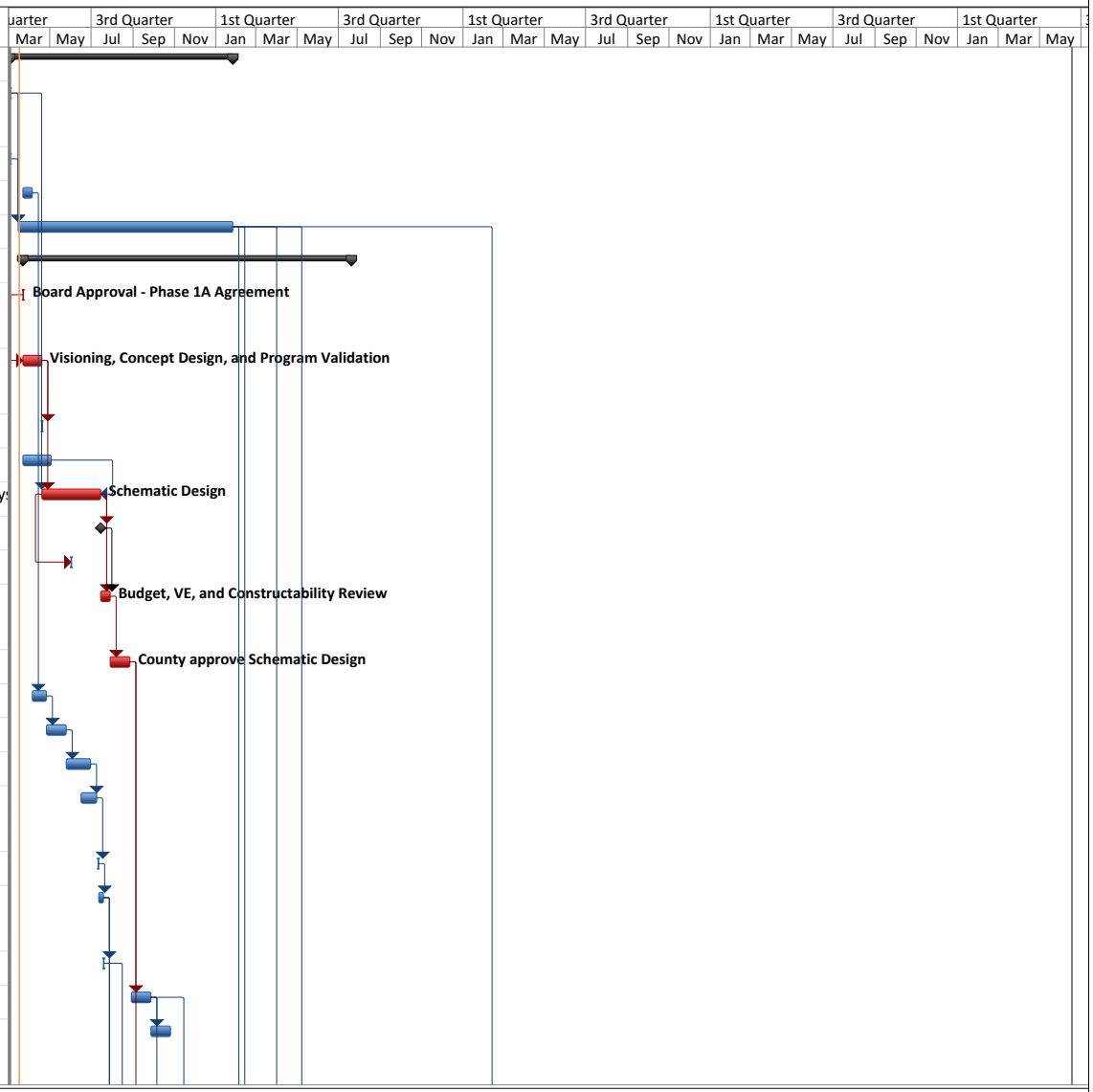
**March 17, 2016**

| COMPONENT | | EIR Phase | Due Diligence phase | SD Phase | DD Phase | Phase 1A Total | COMMENTS |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| **A&E Fees** | | | | 1,913,175 | 1,913,175 | 3,826,350 | Fixed Fee |
| EIR support for future phases | | 125,000 | | | | 125,000 | |
| A&E Reimbursables | 4.00% | 5,000 | | 76,527 | 76,527 | 158,054 | Allowance |
| | | | | | | - | |
| **CMAR Preconstruction Fee** | | | | 188,000 | 282,000 | 470,000 | Fixed Fee |
| | | | | | | - | |
| **DESIGN CONSULTANTS (other, managed by PM/D)** | | | | | | | |
| Building Code consultant | | | - | 10,000 | 10,000 | 20,000 | Peer review |
| Schematic level virtual model, renderings and simulations | | | - | 25,000 | 25,000 | 50,000 | Allowance |
| Peer reviews on Structural and MEP | | | | | 30,000 | 30,000 | Allowance |
| Phase One Environmental Survey Update | | | 3,900 | - | - | 3,900 | Two updates required per code |
| Phase Two Environmental Survey | | | - | - | - | - | Excluded |
| Update ACM and Lead report | | | 4,000 | | | 4,000 | Leighton proposal |
| Geotechnical | | | - | 40,000 | - | 40,000 | Includes funds needed to test soil for corrosivity, et |
| Environmental investigation of underground conditions | | | 29,800 | | | 29,800 | Leighton proposal |
| Roofing and waterproofing consultant | | | - | - | 10,000 | 10,000 | Peer review of architectural plans and specs |
| Window wall and curtainwall consultants | | | - | 10,000 | 20,000 | 30,000 | Allowance |
| Elevator consultant | | | - | 10,000 | - | 10,000 | Allowance |
| Commissioning | | | - | 6,000 | - | 6,000 | tk1sc |
| Security - architectural barriers | | | - | 20,000 | 20,000 | 40,000 | Allowance |
| Security - automated access control and CCTV | | | - | 10,000 | 20,000 | 30,000 | Allowance |
| Dry utilities coordinator | | | - | 10,000 | 20,000 | 30,000 | Research utility company maps and coordinate with new design |
| Parking design consultant | | | - | 20,000 | 20,000 | 40,000 | Parking planning and layout for Building 16 |
| ALTA Survey | | | - | - | - | - | By County |
| Parcel Map | | | 75,000 | - | - | 75,000 | Allowance |
| Potholing and survey underground utilities site | | | 30,000 | - | - | 30,000 | Allowance |
| Shared website for project team | | | - | 10,000 | 10,000 | 20,000 | Newforma or Sharepoint |
| Reproduction and distribution of design documents | | | | 5,000 | 5,000 | 10,000 | Allowance |
| Legal - Preparation of 3rd party Agreements | | | 100,000 | - | - | 100,000 | Allowance |
| | | | | | | | |
| Project Contingency | 5.00% | 6,500 | 12,135 | 117,685 | 123,085 | 259,405 | |
| | | | | | | - | |
| PM/D OH, Ins, Etc | | | | | | - | |
| Liability Insurance | 0.80% | 1,092 | 2,039 | 19,771 | 20,678 | 43,580 | |
| Reimbursables Allowance | | | 2,000 | 5,000 | 8,000 | 15,000 | |
| PM/D Fee for Phase 1A | | | in SD | 980,000 | 980,000 | 1,960,000 | Fixed fee based on $140,000/mo for 14 mo |
| | | | | | | - | |
| **TOTAL BUDGETS - BASE FEE** | | **$ 137,592** | **$ 258,874** | **$ 3,476,158** | **$ 3,593,465** | **$ 7,466,089** | |

Design and engineering for future phases is excluded. This would include but not necessarily be limited to hydrology study, storm water management plan (WQMP), and geotechnical investigation and report.

# ATTACHMENT B - 3 GMP PRELIMINARY PROJECT SCHEDULE

| ID | Name | Duration | Start | Finish | Predecessors |
|---|---|---|---|---|---|
| 1 | **County Deliverables** | **226 days** | **Thu 3/3/16** | **Wed 1/25/17** | |
| 2 | County complete ALTA survey, Topo, Util survey | 1 day | Thu 3/3/16 | Thu 3/3/16 | |
| 3 | County complete title report | 1 day | Thu 3/3/16 | Thu 3/3/16 | |
| 4 | County provide as-builts | 10 days | Tue 3/22/16 | Mon 4/4/16 | |
| 5 | County process EIR Certification | 218 days | Tue 3/15/16 | Wed 1/25/17 | 3,2 |
| 6 | **Phase 1A** | **334 days** | **Tue 3/22/16** | **Wed 7/19/17** | |
| 7 | Board Approval - Phase 1A Agreement | 1 day | Tue 3/22/16 | Tue 3/22/16 | |
| 8 | Visioning, Concept Design, and Program Validation | 20 days | Tue 3/22/16 | Mon 4/18/16 | 7SS |
| 9 | Presentation 1 to Committee | 1 day | Tue 4/19/16 | Tue 4/19/16 | 8 |
| 10 | Geotechnical investigation and repor | 30 days | Tue 3/22/16 | Mon 5/2/16 | |
| 11 | Schematic Design | 60 days | Tue 4/19/16 | Thu 7/14/16 | 8,10FF+25 days |
| 12 | **Deadline for Project to go P3** | 0 days | Thu 7/14/16 | Thu 7/14/16 | 11 |
| 13 | Presentation 2 to Committee | 1 day | Wed 6/1/16 | Wed 6/1/16 | 11SS+30 days |
| 14 | Budget, VE, and Constructability Review | 10 days | Fri 7/15/16 | Thu 7/28/16 | 11,12 |
| 15 | County approve Schematic Design | 21 days | Fri 7/29/16 | Fri 8/26/16 | 14 |
| 16 | County Prepare CD's - demolition | 15 days | Tue 4/5/16 | Mon 4/25/16 | 4 |
| 17 | County approve demolition CD's | 21 days | Tue 4/26/16 | Tue 5/24/16 | 16 |
| 18 | County plan check demolition | 25 days | Wed 5/25/16 | Wed 6/29/16 | 17 |
| 19 | County's Public bid period - demolition | 15 days | Thu 6/16/16 | Fri 7/8/16 | 18FS-10 days |
| 20 | County Bids Due - Demolition | 1 day | Mon 7/11/16 | Mon 7/11/16 | 19 |
| 21 | County approve Contract - demolition | 5 days | Tue 7/12/16 | Mon 7/18/16 | 20 |
| 22 | County issue Demo permit | 1 day | Tue 7/19/16 | Tue 7/19/16 | 21 |
| 23 | Prepare CDs - excavation and shoring | 20 days | Mon 8/29/16 | Mon 9/26/16 | 15 |
| 24 | County approve excavation and shoring plans | 21 days | Tue 9/27/16 | Tue 10/25/16 | 23 |

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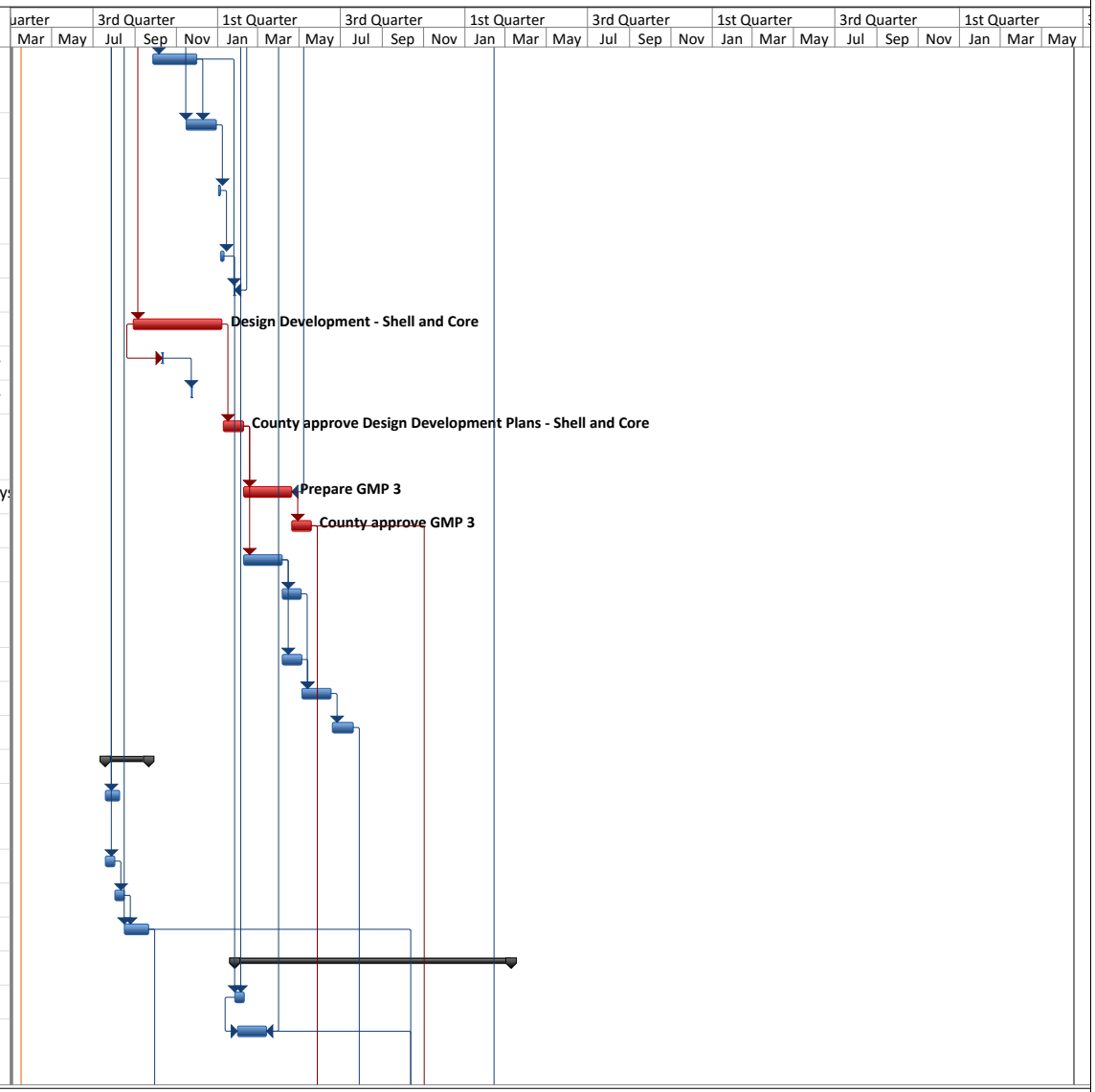
|---|---|---|---|---|---|---|---|---|---|
| Critical | | Slippage | | External Tasks | | Manual Task | | Finish-only | |
| Critical Split | | Summary | | External Milestone | | Duration-only | | Deadline | |
| Task | | Project Summary | | Inactive Task | | Manual Summary Rollup | | Progress | |
| Split | | Rolled Up Critical | | Inactive Milestone | | Manual Summary | | | |
| Milestone | | Rolled Up Critical Split | | Inactive Summary | | Start-only | | | |

County of Orange Civic Center
Building 16 Development Schedule
March 17, 2016

Contract schedule - COO 3 GMP - County Demo - 3.16.16

# ATTACHMENT B - 3 GMP PRELIMINARY PROJECT SCHEDULE

| ID | Name | Duration | Start | Finish | Predecessors |
|---|---|---|---|---|---|
| 25 | County plan check excavation and shoring | 45 days | Tue 9/27/16 | Wed 11/30/16 | 23 |
| 26 | Public bid period - Excavation and shoring | 30 days | Tue 11/15/16 | Thu 12/29/16 | 23,25FS-10 days |
| 27 | Prepare GMP 2 - Excavation and shoring | 3 days | Mon 1/2/17 | Wed 1/4/17 | 26 |
| 28 | County approve GMP 2 | 3 days | Thu 1/5/17 | Mon 1/9/17 | 27 |
| 29 | County issue excavation permit | 1 day | Wed 1/25/17 | Wed 1/25/17 | 25,5FF |
| 30 | Design Development - Shell and Core | 90 days | Mon 8/29/16 | Fri 1/6/17 | 15 |
| 31 | Presentation 3 to Committee | 1 day | Tue 10/11/16 | Tue 10/11/16 | 30SS+30 days |
| 32 | Presentation 4 to Committee | 1 day | Wed 11/23/16 | Wed 11/23/16 | 31FS+30 days |
| 33 | County approve Design Development Plans - Shell and Core | 21 days | Mon 1/9/17 | Tue 2/7/17 | 30 |
| 34 | Prepare GMP 3 | 50 days | Wed 2/8/17 | Wed 4/19/17 | 33,5FF+20 days |
| 35 | County approve GMP 3 | 21 days | Thu 4/20/17 | Thu 5/18/17 | 34 |
| 36 | Complete DD plans - Interiors | 40 days | Wed 2/8/17 | Wed 4/5/17 | 33 |
| 37 | Budget, VE, and Constructability - Interiors | 20 days | Thu 4/6/17 | Wed 5/3/17 | 36 |
| 38 | County approve DD plans - Interiors | 21 days | Thu 4/6/17 | Thu 5/4/17 | 36 |
| 39 | Prepare GMP 4 | 30 days | Fri 5/5/17 | Fri 6/16/17 | 38,37 |
| 40 | County approve GMP 4 | 21 days | Mon 6/19/17 | Wed 7/19/17 | 39 |
| 41 | **Bldg 16 Demolition - By County** | **45 days** | **Tue 7/19/16** | **Tue 9/20/16** | |
| 42 | Abatement and site investigation Building 16 | 15 days | Tue 7/19/16 | Mon 8/8/16 | 21 |
| 43 | Award contracts - demolition | 10 days | Tue 7/19/16 | Mon 8/1/16 | 21 |
| 44 | Contracts submittals and engineering | 10 days | Tue 8/2/16 | Mon 8/15/16 | 43 |
| 45 | Complete demolition | 25 days | Tue 8/16/16 | Tue 9/20/16 | 22,44 |
| 46 | **GMP 2 - Utilities, Excavation, Shoring** | **281 days** | **Thu 1/26/17** | **Fri 3/9/18** | |
| 47 | Award contracts | 10 days | Thu 1/26/17 | Wed 2/8/17 | 28,5 |
| 48 | Submittals, engineering, shoring permit | 30 days | Mon 1/30/17 | Mon 3/13/17 | 47SS+2 days,5FF |

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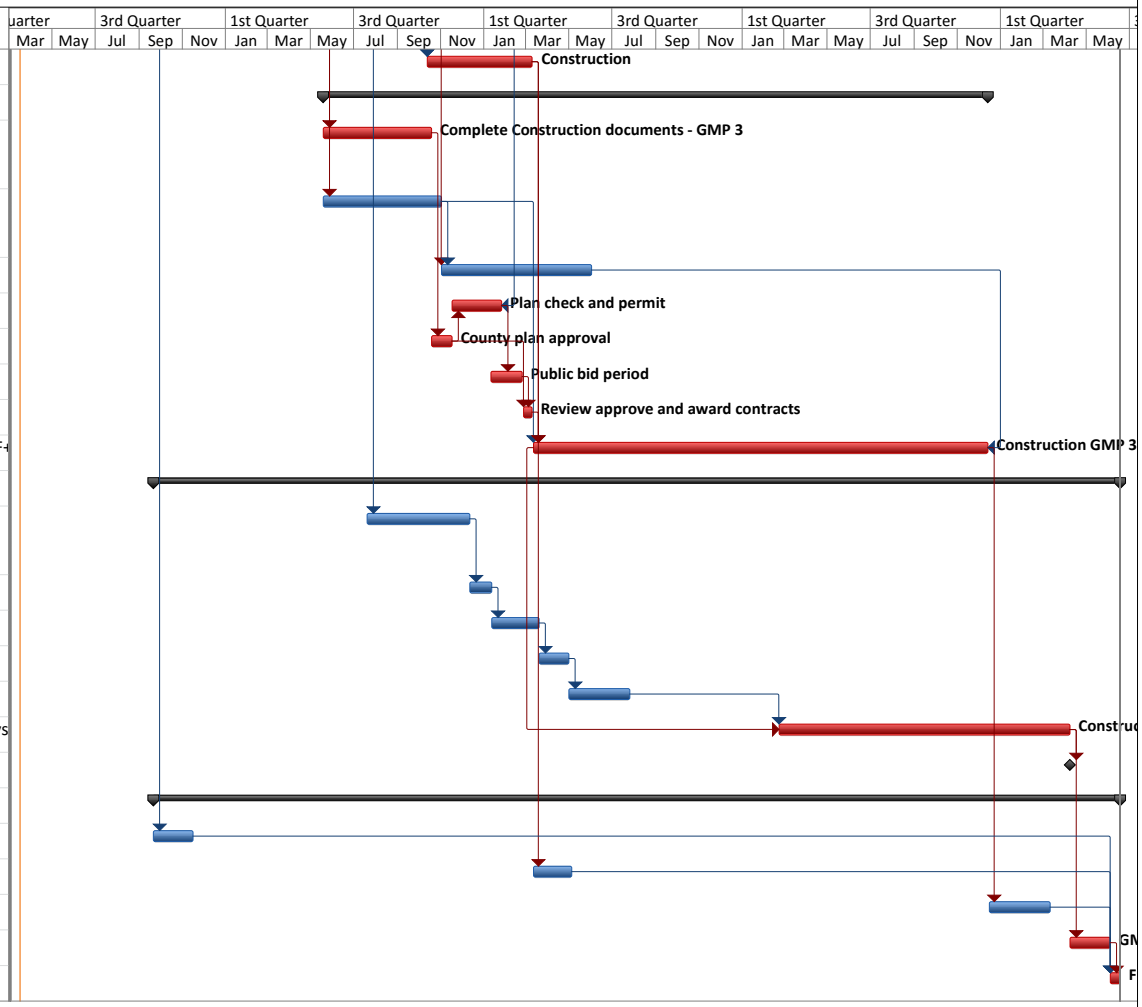
|---|---|---|---|---|---|---|---|---|---|
| Critical | | Slippage | | External Tasks | | Manual Task | | Finish-only | |
| Critical Split | | Summary | | External Milestone | | Duration-only | | Deadline | |
| Task | | Project Summary | | Inactive Task | | Manual Summary Rollup | | Progress | |
| Split | | Rolled Up Critical | | Inactive Milestone | | Manual Summary | | | |
| Milestone | | Rolled Up Critical Split | | Inactive Summary | | Start-only | | | |

County of Orange Civic Center
Building 16 Development Schedule
March 17, 2016

Contract schedule - COO 3 GMP - County Demo - 3.16.16

# ATTACHMENT B - 3 GMP PRELIMINARY PROJECT SCHEDULE

| ID | Name | Duration | Start | Finish | Predecessors |
|---|---|---|---|---|---|
| 49 | Construction | 100 days | Fri 10/13/17 | Fri 3/9/18 | 48,45 |
| 50 | **GMP 3 - Bldg 16 Shell and Core** | **646 days** | **Fri 5/19/17** | **Fri 12/13/19** | |
| 51 | Complete Construction documents - GMP 3 | 105 days | Fri 5/19/17 | Wed 10/18/17 | 35 |
| 52 | Early sub trades BIM coordination, detailing, long lead purchasing | 115 days | Fri 5/19/17 | Wed 11/1/17 | 35 |
| 53 | Steel order, fab, deliver | 145 days | Thu 11/2/17 | Fri 6/1/18 | 52,35 |
| 54 | Plan check and permit | 45 days | Fri 11/17/17 | Thu 1/25/18 | 55,5FF |
| 55 | County plan approval | 21 days | Thu 10/19/17 | Thu 11/16/17 | 51 |
| 56 | Public bid period | 30 days | Thu 1/11/18 | Fri 2/23/18 | 54FS-10 days |
| 57 | Review approve and award contracts | 10 days | Mon 2/26/18 | Fri 3/9/18 | 56,55 |
| 58 | Construction GMP 3 | 445 days | Mon 3/12/18 | Fri 12/13/19 | 57,49,52,53FF+ |
| 59 | **GMP 4 - Interiors** | **942 days** | **Wed 9/21/16** | **Wed 6/17/20** | |
| 60 | Complete construction documents - GMP 4 | 100 days | Thu 7/20/17 | Mon 12/11/17 | 40 |
| 61 | County plan approval | 21 days | Tue 12/12/17 | Thu 1/11/18 | 60 |
| 62 | Plan check and permit - GMP 4 | 45 days | Fri 1/12/18 | Mon 3/19/18 | 61 |
| 63 | Public bid period - GMP 4 | 30 days | Tue 3/20/18 | Mon 4/30/18 | 62 |
| 64 | Contracts submittals and engineering | 60 days | Tue 5/1/18 | Wed 7/25/18 | 63 |
| 65 | Construction GMP 4 | 285 days | Fri 2/22/19 | Tue 4/7/20 | 58SS+240 days |
| 66 | Substantial Completion | 0 days | Tue 4/7/20 | Tue 4/7/20 | 65 |
| 67 | **Closeout** | **942 days** | **Wed 9/21/16** | **Wed 6/17/20** | |
| 68 | GMP 1 closeout | 40 days | Wed 9/21/16 | Tue 11/15/16 | 45 |
| 69 | GMP 2 closeout | 40 days | Mon 3/12/18 | Fri 5/4/18 | 49 |
| 70 | GMP 3 closeout | 60 days | Mon 12/16/19 | Tue 3/10/20 | 58 |
| 71 | GMP 4 closeout | 40 days | Wed 4/8/20 | Wed 6/3/20 | 65 |
| 72 | Final closeout | 10 days | Thu 6/4/20 | Wed 6/17/20 | 68,69,70,71 |

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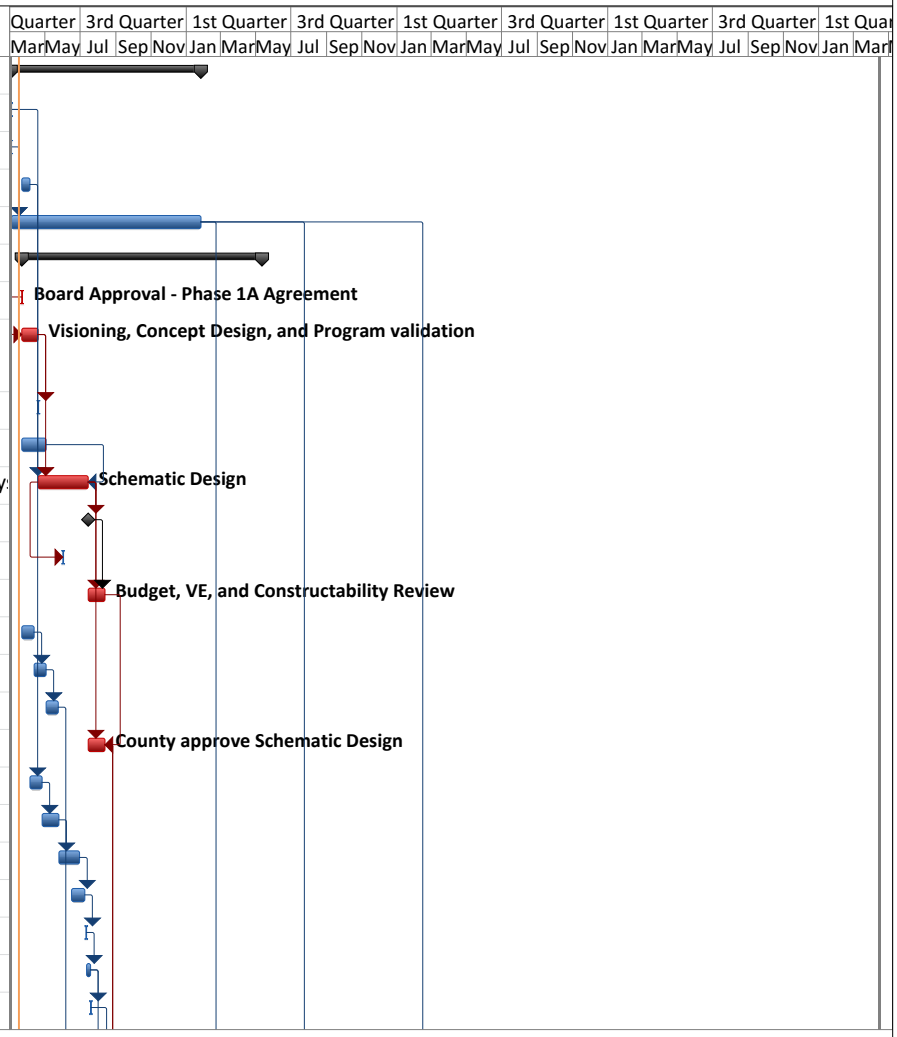
|---|---|---|---|---|---|---|---|---|---|
| Critical | | Slippage | | External Tasks | | Manual Task | | Finish-only | |
| Critical Split | | Summary | | External Milestone | | Duration-only | | Deadline | |
| Task | | Project Summary | | Inactive Task | | Manual Summary Rollup | | Progress | |
| Split | | Rolled Up Critical | | Inactive Milestone | | Manual Summary | | | |
| Milestone | | Rolled Up Critical Split | | Inactive Summary | | Start-only | | | |

County of Orange Civic Center
Building 16 Development Schedule
March 17, 2016

Contract schedule - COO 3 GMP - County Demo - 3.16.16

# ATTACHMENT B - P3 PRELIMINARY PROJECT SCHEDULE

| ID | Name | Duration | Start | Finish | Predecessors |
|---|---|---|---|---|---|
| 1 | **County Deliverables** | **226 days** | **Thu 3/3/16** | **Wed 1/25/17** | |
| 2 | County complete ALTA survey, Topo, Util surve | 1 day | Thu 3/3/16 | Thu 3/3/16 | |
| 3 | County complete title report | 1 day | Thu 3/3/16 | Thu 3/3/16 | |
| 4 | County provide as-builts | 10 days | Tue 3/22/16 | Mon 4/4/16 | |
| 5 | County process EIR Certification | 225 days | Fri 3/4/16 | Wed 1/25/17 | 3,2 |
| 6 | **Phase 1A** | **288 days** | **Tue 3/22/16** | **Thu 5/11/17** | |
| 7 | Board Approval - Phase 1A Agreement | 1 day | Tue 3/22/16 | Tue 3/22/16 | |
| 8 | Visioning, Concept Design, and Program validation | 20 days | Tue 3/22/16 | Mon 4/18/16 | 7SS |
| 9 | Presentation 1 to Committee | 1 day | Tue 4/19/16 | Tue 4/19/16 | 8 |
| 10 | Geotechnical investigation and report | 30 days | Tue 3/22/16 | Mon 5/2/16 | |
| 11 | Schematic Design | 60 days | Tue 4/19/16 | Thu 7/14/16 | 8,10FF+25 days |
| 12 | **Deadline for Project to go P3** | 0 days | Thu 7/14/16 | Thu 7/14/16 | 11 |
| 13 | Presentation 2 to Committee | 1 day | Wed 6/1/16 | Wed 6/1/16 | 11SS+30 days |
| 14 | Budget, VE, and Constructability Review | 21 days | Fri 7/15/16 | Fri 8/12/16 | 11,12 |
| 15 | County prepare abatement specs | 15 days | Tue 3/22/16 | Mon 4/11/16 | |
| 16 | County approve abatement specs | 15 days | Tue 4/12/16 | Mon 5/2/16 | 15 |
| 17 | County bid abatement work | 15 days | Tue 5/3/16 | Mon 5/23/16 | 16 |
| 18 | County approve Schematic Design | 21 days | Fri 7/15/16 | Fri 8/12/16 | 11,14FF |
| 19 | County prepare CD's - demolition | 15 days | Tue 4/5/16 | Mon 4/25/16 | 4 |
| 20 | County approve demolition CD's | 21 days | Tue 4/26/16 | Tue 5/24/16 | 19 |
| 21 | County plan check demolition | 25 days | Wed 5/25/16 | Wed 6/29/16 | 20 |
| 22 | County public bid period - demolition | 15 days | Thu 6/16/16 | Fri 7/8/16 | 21FS-10 days |
| 23 | County bids due - demolition | 1 day | Mon 7/11/16 | Mon 7/11/16 | 22 |
| 24 | County approve contract - demolition | 5 days | Tue 7/12/16 | Mon 7/18/16 | 23 |
| 25 | County issue Demo permit | 1 day | Tue 7/19/16 | Tue 7/19/16 | 24 |

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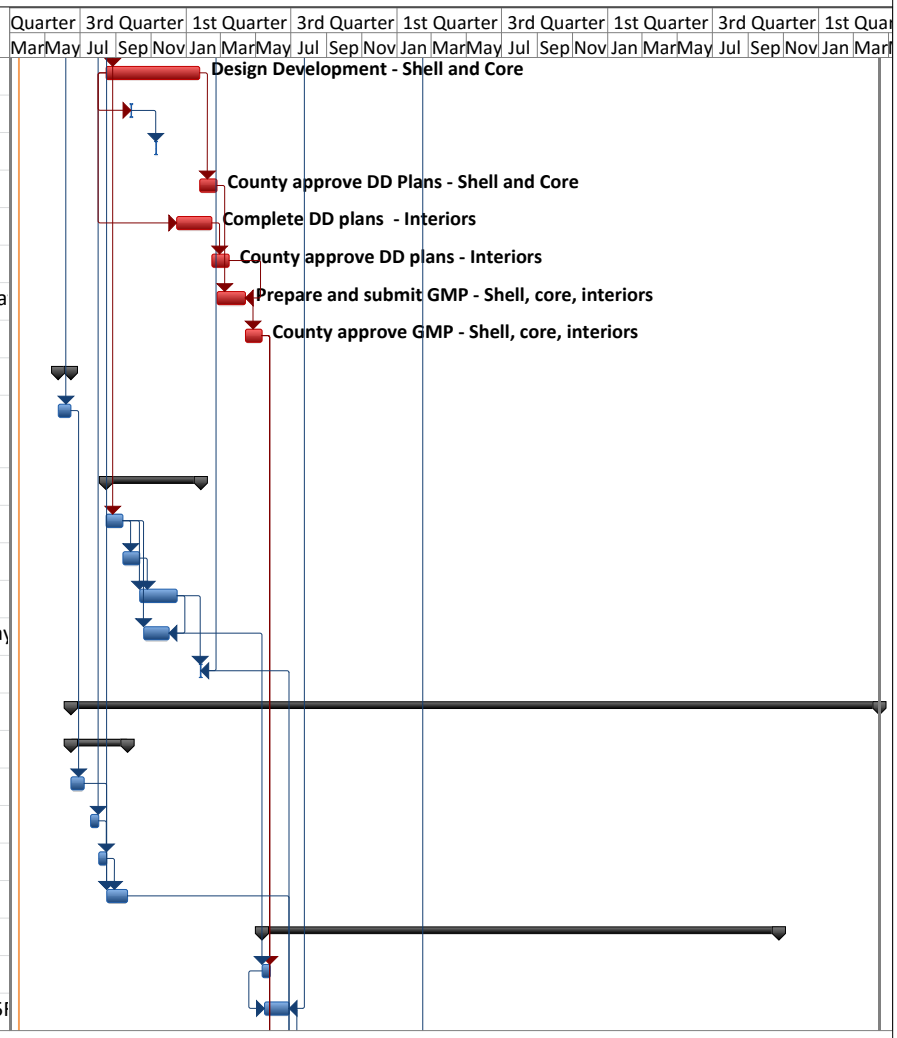
|---|---|---|---|---|---|---|---|
| Critical | | Summary | | Inactive Task | | Manual Summary | |
| Critical Split | | Project Summary | | Inactive Milestone | | Start-only | |
| Task | | Rolled Up Critical | | Inactive Summary | | Finish-only | |
| Split | | Rolled Up Critical Split | | Manual Task | | Deadline | |
| Milestone | | External Tasks | | Duration-only | | Progress | |
| Slippage | | External Milestone | | Manual Summary Rollup | | | |

County of Orange Civic Center
Building 16 Development Schedule
March 17, 2016

Contract schedule - COO P3 - 3.17.16

# ATTACHMENT B - P3 PRELIMINARY PROJECT SCHEDULE

| ID | Name | Duration | Start | Finish | Predecessors |
|---|---|---|---|---|---|
| 26 | Design Development - Shell and Core | 110 days | Mon 8/15/16 | Mon 1/23/17 | 18 |
| 27 | Presentation 3 to Committee | 1 day | Tue 9/27/16 | Tue 9/27/16 | 26SS+30 days |
| 28 | Presentation 4 to Committee | 1 day | Wed 11/9/16 | Wed 11/9/16 | 27FS+30 days |
| 29 | County approve DD Plans - Shell and Core | 21 days | Tue 1/24/17 | Wed 2/22/17 | 26 |
| 30 | Complete DD plans - Interiors | 40 days | Thu 12/15/16 | Mon 2/13/17 | 26SS+85 days |
| 31 | County approve DD plans - Interiors | 21 days | Tue 2/14/17 | Wed 3/15/17 | 30 |
| 32 | Prepare and submit GMP - Shell, core, interior | 35 days | Thu 2/23/17 | Wed 4/12/17 | 29,31FF+20 da |
| 33 | County approve GMP - Shell, core, interiors | 21 days | Thu 4/13/17 | Thu 5/11/17 | 32 |
| 34 | **Bldg 16 Demolition design** | **15 days** | **Tue 5/24/16** | **Tue 6/14/16** | |
| 35 | County award abatement contracts, notifications | 15 days | Tue 5/24/16 | Tue 6/14/16 | 17 |
| 36 | **Utilities, Excavation, Shoring Design** | **112 days** | **Mon 8/15/16** | **Wed 1/25/17** | |
| 37 | Prepare CDs - excavation and shoring | 20 days | Mon 8/15/16 | Mon 9/12/16 | 18 |
| 38 | County approve excavation and shoring plans | 21 days | Tue 9/13/16 | Tue 10/11/16 | 37 |
| 39 | County plan check excavation and shoring | 45 days | Wed 10/12/16 | Thu 12/15/16 | 37,38 |
| 40 | Public bid period - Excavation and shoring | 30 days | Wed 10/19/16 | Thu 12/1/16 | 37,39FF-10 day |
| 41 | County issue excavation permit | 1 day | Wed 1/25/17 | Wed 1/25/17 | 39,5FF |
| 42 | **Phase 1B** | **964 days** | **Wed 6/15/16** | **Tue 4/14/20** | |
| 43 | **Demolition - By County** | **67 days** | **Wed 6/15/16** | **Tue 9/20/16** | |
| 44 | Abatement and site investigation Building 1 | 15 days | Wed 6/15/16 | Thu 7/7/16 | 35 |
| 45 | Award contracts - demolition | 10 days | Tue 7/19/16 | Mon 8/1/16 | 24 |
| 46 | Contracts submittals and engineering | 10 days | Tue 8/2/16 | Mon 8/15/16 | 45 |
| 47 | Complete demo | 25 days | Tue 8/16/16 | Tue 9/20/16 | 25,46,44 |
| 48 | **Shell and Core** | **616 days** | **Fri 5/12/17** | **Wed 10/23/19** | |
| 49 | Award contracts, exc and shoring | 10 days | Fri 5/12/17 | Thu 5/25/17 | 40,33 |
| 50 | Submittals, engineering, shoring permit | 30 days | Tue 5/16/17 | Tue 6/27/17 | 49SS+2 days,5I |

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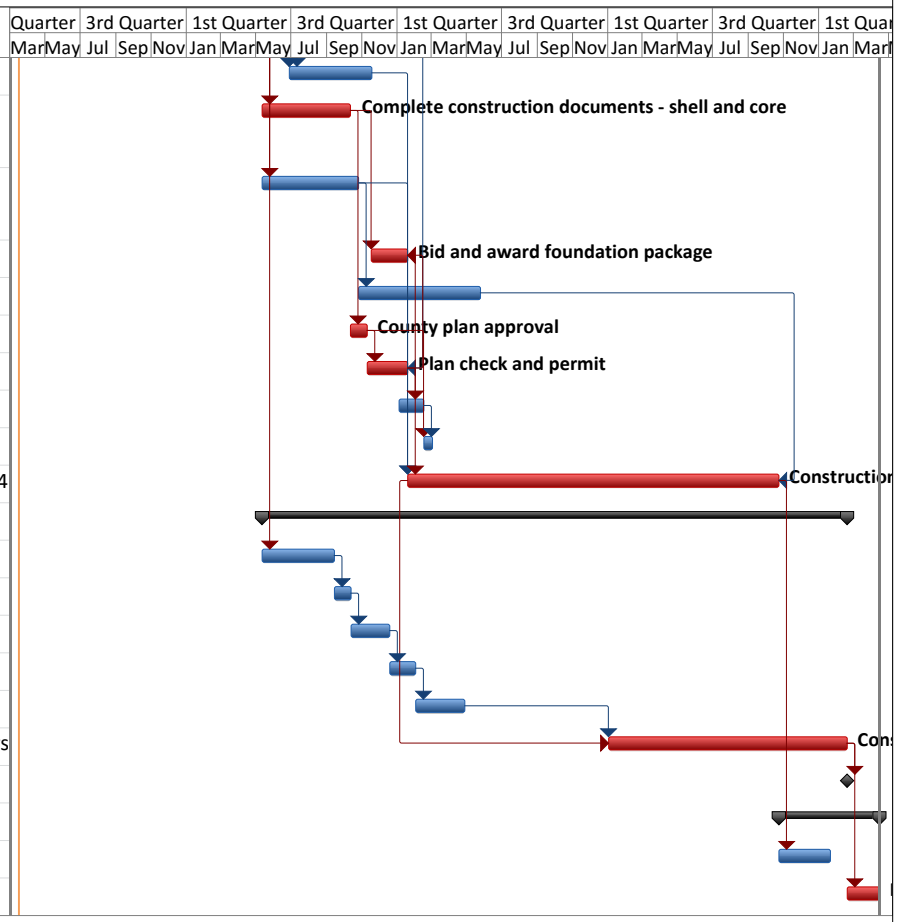
|---|---|---|---|---|---|---|---|
| Critical | | Summary | | Inactive Task | | Manual Summary | |
| Critical Split | | Project Summary | | Inactive Milestone | | Start-only | |
| Task | | Rolled Up Critical | | Inactive Summary | | Finish-only | |
| Split | | Rolled Up Critical Split | | Manual Task | | Deadline | |
| Milestone | | External Tasks | | Duration-only | | Progress | |
| Slippage | | External Milestone | | Manual Summary Rollup | | | |

County of Orange Civic Center
Building 16 Development Schedule
March 17, 2016

Contract schedule - COO P3 - 3.17.16

# ATTACHMENT B - P3 PRELIMINARY PROJECT SCHEDULE

| ID | Name | Duration | Start | Finish | Predecessors |
|---|---|---|---|---|---|
| 51 | Construction on exc and shoring | 100 days | Wed 6/28/17 | Fri 11/17/17 | 50,47,41 |
| 52 | Complete construction documents - shell and core | 105 days | Fri 5/12/17 | Wed 10/11/17 | 33 |
| 53 | Early sub trades BIM coordination, detailing, long lead purchasing | 115 days | Fri 5/12/17 | Wed 10/25/17 | 33 |
| 54 | Bid and award foundation package | 40 days | Fri 11/17/17 | Thu 1/18/18 | 52,57FF |
| 55 | Steel order, fab, deliver | 145 days | Thu 10/26/17 | Thu 5/24/18 | 53 |
| 56 | County plan approval | 21 days | Thu 10/12/17 | Thu 11/9/17 | 52 |
| 57 | Plan check and permit | 45 days | Fri 11/10/17 | Thu 1/18/18 | 56,5FF |
| 58 | Public bid period | 30 days | Thu 1/4/18 | Thu 2/15/18 | 57FS-10 days |
| 59 | Review approve and award contracts | 10 days | Fri 2/16/18 | Fri 3/2/18 | 58,56 |
| 60 | Construction - Shell and core | 445 days | Fri 1/19/18 | Wed 10/23/19 | 51,53,55FF+34 |
| 61 | **Interiors** | **696 days** | **Fri 5/12/17** | **Tue 2/18/20** | |
| 62 | Complete construction documents - Interior | 85 days | Fri 5/12/17 | Wed 9/13/17 | 33 |
| 63 | County approve CD's - Interiors | 21 days | Thu 9/14/17 | Thu 10/12/17 | 62 |
| 64 | Plan check and permit interiors | 45 days | Fri 10/13/17 | Mon 12/18/17 | 63 |
| 65 | Public bid period interiors | 30 days | Tue 12/19/17 | Thu 2/1/18 | 64 |
| 66 | Contracts submittals and engineering | 60 days | Fri 2/2/18 | Fri 4/27/18 | 65 |
| 67 | Construction - Interiors | 285 days | Wed 1/2/19 | Tue 2/18/20 | 60SS+240 days |
| 68 | Substantial Completion | 0 days | Tue 2/18/20 | Tue 2/18/20 | 67 |
| 69 | **Closeout** | **120 days** | **Thu 10/24/19** | **Tue 4/14/20** | |
| 70 | Final closeout - shell and core | 60 days | Thu 10/24/19 | Mon 1/20/20 | 60 |
| 71 | Final closeout - Interiors | 40 days | Wed 2/19/20 | Tue 4/14/20 | 67 |

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|---|---|---|---|---|---|---|---|
| Critical | | Summary | | Inactive Task | | Manual Summary | |
| Critical Split | | Project Summary | | Inactive Milestone | | Start-only | |
| Task | | Rolled Up Critical | | Inactive Summary | | Finish-only | |
| Split | | Rolled Up Critical Split | | Manual Task | | Deadline | |
| Milestone | | External Tasks | | Duration-only | | Progress | |
| Slippage | | External Milestone | | Manual Summary Rollup | | | |

County of Orange Civic Center
Building 16 Development Schedule
March 17, 2016

Contract schedule - COO P3 - 3.17.16

# ATTACHMENT C

PHASE 1A SERVICES

**County of Orange Civic Center – Facility Strategic Plan, Phase 1**

**PM/D Schematic Design and Design Development Scope of Services**

1. **General PROJECT Responsibilities of the PM/D Throughout all Phases**
   a. The intent is that completion of this Schematic Design and Design Development Scope of Services will culminate in the development of multiple Guaranteed Maximum Prices ("GMP(s)") for inclusion in the Program Management Agreement (Attachment D) for further development and construction of the PROJECT.
   b. PM/D shall furnish, or cause to be furnished, all professional services, equipment, facilities, materials and labor necessary to perform in a complete, skillful and professional manner the PROJECT Work as described herein within the time periods set forth in the Schedule of Performance attached to this AGREEMENT as Attachment B and incorporated by this reference, as it may be adjusted pursuant to this AGREEMENT.
   c. PM/D, working in close cooperation with the OWNER, shall provide PROJECT leadership, management, direction, and general administration of the entire PROJECT team for the duration of the PROJECT. PM/D shall work with the OWNER to define project goals and shall be responsible to assure team alignment with PROJECT goals at all times.
   d. Provide consultation and assistance to the OWNER concerning all matters with respect to the Schematic and Design Development of the PROJECT.
   e. Participate in periodic meetings with senior staff and elected officials as needed or requested to present periodic PROJECT updates and assist in securing required approvals.
   f. Understand and implement the PROJECT objectives and act in OWNER's best interest at all times.
   g. Function as liaison and coordinate with OWNER staff as directed.
   h. Chair and document all team meetings.
   i. Retain the entire A-E project and consulting team and manage and administer their contracts throughout the Schematic Design and Design Development phases.
   j. Retain the Construction Manager at Risk and manage and administer the contract throughout the entire Pre-Construction phase.
   k. Create and regularly update the Master Project Development Schedule to identify and manage all phases of the PROJECT including Preconstruction, Design, Permitting, Construction, Occupancy, Furnishing, Staff Relocations, Facility Training, and Close-Out.
   l. Create and regularly update the comprehensive Project Development Budget to include all aspects of total project costs including design, construction,

geotechnical, environmental, testing and inspections, furnishings, utility connections, and administration costs.

2. **Due Diligence Phase**

   Retain and manage the activities and services of Consultants to complete the following work:

   i. Environmental/Phase 1 environmental assessment, ground water testing, and soil corrosion testing for the complete proposed Phase 1 scope of work.

3. **Schematic Design Phase**

   a. Perform Constructability Reviews and Value Engineering.
   b. Two design progress presentations to the Board of Supervisors Building Committee.
   c. Perform agency consulting, review, and approval services including: Agency consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials, appearances on the OWNER's behalf at agency meetings.
   d. Provide OWNER supplied data coordination services including: Review and coordination of complete as-built drawings, AutoCAD backgrounds and data furnished for the PROJECT as a responsibility of the OWNER.
   e. Provide Geotechnical investigation and reports.
   f. Perform potholing and survey existing of underground utilities.
   g. Generate Demolition Documents: Existing Building 16 and adjacent parking site. Tasks include:
      i. Coordinate hazardous material reports for remediation prior to general contractor involvement.
      ii. Address existing utilities needing to be capped and abandoned.
      iii. Document any elements in the building to be salvaged for resale or storage.
      iv. Document limit of work for site demolition.
      v. Document building demolition.
   h. Prepare and submit PROJECT Schematic Design Documents for the OWNER's review and approval. Services and tasks will include:
      i. Architectural/Engineering services responding to program requirements and consisting of preparation of:
      ii. Building Shell and Core design.
      iii. Conceptual site, floor and roof plans.
      iv. Preliminary sections and elevations.
      v. Preliminary selection of building systems and materials.
      vi. Perspective sketches.
      vii. Interior Design Services consisting of space allocations and utilization plans based on functional relationships, and development of conceptual design solutions in order to establish:

1. Space studies of maximum efficiency bay depths, mullion and columns spacing for the New Building 16.
2. Preliminary finish materials and color selections for shell and core components.

viii. Electrical Engineering Services consisting of consideration of alternate systems, recommendations regarding basic electrical materials, systems and equipment, analyses, and development of conceptual design solutions for:

1. Power service and distribution.
2. Lighting Design.
3. Special electrical systems.
4. General space requirements.
5. Fire detection and alarm requirements.
6. Security requirements.
7. Communication requirements.
8. Emergency power system requirements.

ix. Mechanical and Plumbing Engineering Services consisting of consideration of alternate materials, systems and equipment, and development of conceptual design solutions for:

1. Tie-in to OWNER's Central Plant.
2. Heating, ventilating and air conditioning.
3. Plumbing.
4. Fire protection (backbone).
5. Special mechanical systems.
6. General space requirements.

x. Structural Engineering Services consisting of recommendations regarding basic structural materials and systems, analyses and development of conceptual design solutions for:

1. A predetermined structural system.
2. Preliminary foundation plan.
3. Preliminary sketches and descriptions of structural work.

xi. Civil Engineering Services consisting of development of conceptual design solutions for site components. Conceptual design solutions will be developed for the following:

1. On-site utility exhibit.
2. Fire department access
3. Drainage systems concept.
4. Conceptual Grading.
5. Storm water management requirements.
6. Limits of demolition delineation.

xii. Landscape Architecture services consisting of evaluating alternate materials, systems, equipment and development of conceptual design solutions for the following:

1. Hardscape areas and materials.
2. Plant palette and tree forms.
3. Planting Plan.

xiii. Independent building bode consultant review.
xiv. Virtual model, renderings and simulations.
xv. Independent window wall and curtainwall review.
xvi. Independent security expert review on placement of architectural barriers.
xvii. Design of automated access control and video surveillance systems.
xviii. Design of AV systems.
xix. Dry utilities coordination.
xx. Interior Architecture for Building 16. Interior Architecture includes:
    1. Initial meeting with OWNER user groups to establish the goals and objectives for the project. The meeting will be followed up by departmental program interviews in order to obtain and define the OWNER's program requirements.
    2. Programming Services, which will include:
        a. Lead the initial meeting with the OWNER's Project Manager and user groups Senior Management representatives, to establish the project objectives and validate macro program requirements including:
            i. PROJECT budget objectives for construction, furniture, fixtures, cabling, equipment, move costs, etc.
            ii. Workspace standards confirmation; assignment of private office, workstation, and/or bullpen space by job function and/or title. Review revised workspace standards and allocation to achieve 260 GSF/person overall.
            iii. Progressive and/or traditional office objectives.
            iv. Planning methodology and work process discussion.
            v. Headcount and growth projection, if any, confirmation.
            vi. Departmental and agency adjacencies based upon work flow and interaction.
            vii. Common or shared support areas and amenities.
            viii. Conduct departmental/agency interviews (1 hour in length, each), touring each department as a part of the process. Departments included in the interviews include groups currently located as follows:
                1. New Building 16 Occupants
                    a. Assessor – Tax Collector (from Building 11)
                    b. Auditor Controller (from Building 11)
                    c. OC Public Works (from Osborne Building)
                    d. OC Flood (from Osborne Building)
                    e. OC Road (from Osborne Building)

f. OC Waste & Recycling (from Osborne Building)
g. CEO/Real Estate (from Osborne Building)
h. Central HR (from Osborne Building)
i. One-Stop Public Counter (multiple locations)
j. Renovated Osborne Building occupants
k. Additional occupants as directed by DIRECTOR

b. Summarize programmatic requirements into a detailed "Departmental Needs Assessment Report," including Departmental Adjacency Diagrams and an Executive Summary Space Program provided for the DIRECTOR's approval.
c. Visioning Services: Conduct a series of Visioning Workshops with the OWNER and user group senior management representatives, to provide a forum in which to establish the image for the conceptual design of the PROJECT. Integrated aspects of the Project Shell & Core, Landscape and Interior Design will be addressed in the Visioning Workshops. Services and tasks will include:
    i. Lead the Visioning Workshops to determine the qualitative nature of the facility through an interactive "Visual Listening" process, including:
    ii. Identifying key words that define the OWNER's organization and culture.
    iii. From a wide selection of diverse imagery, identifying those that embody the desired "look and feel" of the brand and culture.
d. Based on the results of the Visual Listening Sessions, develop a Schematic Design direction for the PROJECT that uniquely embodies the user group's civic identity and culture.
e. Summarize the requirements in an Executive Summary Visioning Document for the OWNER's and user group's approval.
f. Revisions include: Up to two (2) minor revisions to the Departmental Needs Assessment Report, Executive Summary Space Program and Executive Summary Visioning Document.

3. Preliminary "Test Fits:" Upon the OWNER's approval of the Space Program Document, prepare a Preliminary Test Fit Plans and Interiors Schematic Design for OWNER and user group review and approval. Services and tasks will include:

   a. Attend a site visit to spot check readily visible conditions to confirm general accuracy of the as-built floor plans provided by the OWNER, and Revit backgrounds prepared for the PROJECT.
   b. Prepare one (1) Preliminary Test Fit Plan in accordance with the approved Space Program Document and the OWNER's adjacency requirements for each building:
   c. Based upon space studies of maximum efficiency bay depths, mullion and columns spacing for the New Building 16, provide up to three (3) Optional Space Utilization Studies for a typical floor, and a ground floor Space Utilization Study.
4. Revisions include: One minor revision to the Test Fit Plans to obtain OWNER's and user group's approval.
5. Preliminary Space Plans: Upon the OWNER's approval of the Test Fit Plan Options, develop Preliminary Space Plans for the OWNER's and user group's review and approval. Services and tasks will include the following for each building location:
   a. Develop Preliminary Space Plans, with conceptual furniture and equipment layouts, for the OWNER's review and approval.
   b. Include functional layouts for all Specialty Areas and Support Spaces.
   c. Distribute Preliminary Space Plans to the OWNER and Tenant for review. Conduct two (2) review meetings to secure comments and approval of the Preliminary Space Plans.
6. Preliminary space Plan Revisions include: up to two minor revisions to the Preliminary Space Plans to obtain OWNER's and user group's approval.
7. Interiors Schematic Design: Upon the OWNER's approval of the Preliminary Space Plans, develop Interiors Schematic Design Documents for the OWNER's and user group's review and approval. Services and tasks will include the following for each building location:
   a. Obtain completed Equipment Survey Forms from the user group, keyed to the approved Space Plan, and clarify any outstanding information.
   b. Identify preliminary materials and finishes to confirm quality level for OWNER and user group review and approval, based upon PROJECT budget, goals and objectives. Materials will be presented in a loose format. Three (3) preliminary material palettes will be prepared.
   c. Prepare preliminary Outline Specifications of tenant improvements including but not limited to; ceiling treatments, flooring treatments and materials, wall types,

door and hardware types, interior glazing, millwork and casework, lighting fixtures, FF&E, interior signage and graphics, AV criteria, acoustical criteria, etc.

8. Provide one Interiors Schematic Design Presentation with the OWNER and Tenant, to obtain comments and secure approval.
9. Finalize the Interiors Schematic Design Documents to include OWNER and Tenant comments.
10. Interiors Schematic Design Revisions include: one minor revision to the Schematic Design Documents.

i. Carefully examine the PROJECT site and surrounding areas to become familiar and ascertain potential issues that will need to be addressed in the design.
j. Prepare and issue a preliminary site logistics plan illustrating construction project ingress and egress, staging, haul routes, management office location, etc.
k. Prepare an estimate of PROJECT construction costs based on the Schematic Design Documents. Prepare detailed estimates of all major portions of the work, and obtain estimates from key trade subcontractors, analyze the differences, and make appropriate adjustments before finalizing the estimate.
l. Provide a Value Analysis report based on the issued Schematic Design Documents. Include suggestions for alternative building systems where appropriate. Alternatives to include opinions regarding impact on project cost, schedule, quality, and operability.
m. Develop a summary level construction schedule to complement the Schematic Level construction estimate.
n. Deliverables at completion of Schematic Design phase
    i. One approved Schematic Design documents package including:
        1. Approved Space Program and Executive Summary Visioning Document.
        2. One set of approved Preliminary Interior Test Fit Plans.
        3. One set of approved Space Plans.
        4. One approved Interiors Schematic Design Document set for each building.
    ii. Preliminary site logistics plan.
    iii. Summary level construction schedule.
    iv. Schematic Design level construction cost estimate.
    v. Value Analysis report.
    vi. Updated Master Development Schedule.
    vii. Updated Master Development Budget.

**4. Design Development Phase**

a. Perform Constructability Reviews and Value Engineering.
b. Two (2) design progress presentations to the Board of Supervisors sub-committee.
c. Perform agency consulting, review, and approval services including: Agency consultations, research of critical applicable regulations, preparation of written and graphic explanatory materials, appearances on the OWNER's behalf at agency meetings

c. Based on the OWNER's approval of the Schematic Design Documents, and on the OWNER's authorization of any adjustments in the PROJECT requirements, schedule, and the budget for the cost of the work, PM/D shall prepare Design Development Documents for the OWNER's approval. The Design Development Documents shall illustrate the further development of the approved Schematic Design Documents.

d. Provide Architectural/Engineering services consisting of continued development and expansion of Schematic Design Documents to establish the final scope, relationships, forms, size and appearance of the PROJECT through:
    i. Plans, sections and exterior elevations.
    ii. Typical construction details.
    iii. Final materials selections.
    iv. Equipment layouts.
    v. Outline Specifications.
    vi. Interior Design Services to establish the following shell and core components:
        1. Interior construction of the PROJECT.
        2. Special interior design features.
        3. Final finish materials and color selections.
    vii. Electrical Engineering Services consisting of development of Electrical Schematic Design Documents and development of materials list to establish:
        1. Criteria for exterior and interior lighting and electrical systems for Architectural components.
        2. Approximate sizes and capacities of major components, and basic equipment information.
        3. Provide preliminary analysis of the building design for compliance with Energy Conservation Standards.
        4. Provide outline specifications and keynotes in Engineer's standard format and level of detail.
        5. Preliminary equipment and lighting layouts.
        6. Required space for equipment.
    viii. Mechanical and Plumbing Engineering Services consisting of continued development and expansion of Schematic Design Documents and development of Outline Specifications or materials lists to establish:
        1. Approximate sizes and capacities of major components and basic equipment information.
        2. Provide outline specifications and keynotes in Engineer's standard format and level of detail.
        3. Preliminary equipment layouts.
        4. Required space for equipment.
        5. Acoustical and vibration control requirements.
        6. Visual impacts.
        7. Energy conservation measures.

ix. Structural Engineering Services consisting of continued development of the basic structural system and Tenant specific requirements and Schematic Design Documents in sufficient details to establish:
    1. Final structural design criteria.
    2. Foundation and framing sizes.
    3. Lateral load resisting system.
    4. Critical coordination clearances.
    5. Outline Specifications of materials lists.

x. Civil Engineering Services consisting of preliminary utility layout and storm water management concepts. Continued development and expansion of Schematic Design Documents and development of Outline Specifications or materials lists to establish the final scope and preliminary details for the specified areas.

xi. Landscape Architecture Services consist of the development of Landscape Design Documents and development of materials lists to establish final scope and preliminary details for landscape work, through the preparation of the following exhibits:
    1. Hardscape Plan.
    2. Typical Construction Details.
    3. Applicable Elevations.
    4. Planting Plans and Details.

xii. Independent building bode consultant review.

xiii. Virtual model, renderings and simulations.

xiv. Independent roofing and waterproofing consultant.

xv. Independent window wall and curtainwall review.

xvi. Independent elevator consultant.

xvii. Design of automated access control and video surveillance systems.

xviii. Design of AV systems.

xix. Dry utilities coordination.

xx. Outline Specifications.

xxi. Provide two Design Development Presentations including final materials, finishes, sketches, elevations and plans for all disciplines noted, and all aspects of the project.

xxii. Upon approval of the Design Development, Documents prepare two sets of color, material and design presentation boards for the OWNER and tenant's use.

xxiii. Revisions include: One revision to the Design Development Documents.

e. Interiors Design Development: Prepare Interiors Design Development Documents for the OWNER's review and approval based on the approved Interiors Schematic Design documents and Preliminary Construction Cost Estimate. The documentation will define the final intent of the design and will illustrate all essential components.

    i. Develop interior Architectural elements, components and spaces including but not limited to; lighting concepts, ceiling and wall treatments and custom millwork.

ii. Provide up to up to eight (8) 'Sketch-Up' sketches of key design features proposed for the PROJECT.
iii. Develop three (3) final color palettes for all materials, finishes and fixtures based upon the approved material palette developed in the prior phase of work.
iv. Provide partial reflected ceiling plans of key design features, and elevations of key Architectural elements.
v. Further develop floor and finish plans to incorporate all design elements.
vi. Provide two Interiors Design Development Presentations including final materials, finishes, sketches, elevations and plans.
vii. Finalize the Interiors Design Development Documents, keynoting and outlining the following information:
    1. Wall types, doors, and glazing.
    2. Sound insulation requirements.
    3. Telephone data and electrical requirements.
    4. Special lighting and HVAC requirements.
    5. Special ceiling, wall and floor treatments.
    6. AV requirements.
    7. Acoustical requirements.
    8. Interior signage and graphics.
    9. Finishes and materials.
    10. Keynotes to describe key design features.
    11. Keynoted outline sheet specifications.
    12. Obtain the OWNER's and user group's approval.
    13. Two (2) Interiors Design Presentations.

f. LEED/Sustainable Design Services
    i. Provide LEED/Sustainable consulting services that will occur during the Schematic Design and Design Development phases in the project's pursuit of LEED Silver certification from the U.S. Green Building Council for the new Building 16.
    ii. Project Registration services consisting of registering the PROJECT with the USGBC/GBCI and managing the LEED On-Line service for the PROJECT.
    iii. LEED Design-Phase Kickoff Meeting services including:
    iv. Facilitating a kick-off meeting, inclusive of the OWNER and design consultants, to set the stage for the LEED design-phase process.
    v. Assessing specific LEED prerequisites and credits as either "Taken," "Potential" or "Not Applicable" and assigning LEED responsibilities to individual owner and design team members.
    vi. Maintain and update the LEED assessment throughout the duration of the PROJECT.
    vii. OWNER's Project Requirements & Basis of Design services consisting of documentation to support Fundamental Building Systems Commissioning including:

viii. Developing a preliminary OWNER's Project Requirements ("OPR") Document (required for the LEED Commissioning Prerequisite), defining key performance requirements for building systems serving as a basis for evaluating potential sustainable design ideas.
ix. Lead the PROJECT team in developing a narrative Basis of Design ("BOD") that documents the significant programming and design assumptions and strategies for the PROJECT.
x. Commissioning specifications to verify the commissioning requirements are included in construction documents.
xi. Sustainable Design Charrette services consisting of:
xii. Facilitating a half-day workshop to refine project goals for sustainability and LEED certification.
xiii. Brainstorming green building design strategies.
xiv. Refining the LEED assessment, roles and responsibilities.
xv. Leading the team in a discussion of the design and construction strategies that are most effective for the PROJECT and the corresponding LEED points associated with each strategy.
xvi. LEED Design Review services consisting of reviewing major design milestone submittals for compliance with targeted LEED credits, OPR, and established sustainable design goals.
xvii. LEED Specification Review services consisting of reviewing the project specifications for compliance with the targeted LEED credit requirements, as well as general contractor instructions regarding LEED certification.

g. Prepare and issue a detailed site logistics plan illustrating construction project ingress and egress, staging, haul routes, management office location, etc.
   i. Provide a Value Analysis report based on the issued Design Development Documents. Include suggestions for alternative building systems where appropriate. Alternatives to include opinions regarding impact on project cost, schedule, quality, and operability.
   ii. Prepare based on the completed Design Development documents one or more GMPs.
   iii. Develop a detailed construction schedule to complement each GMP.

h. Deliverables at completion of Design Development phase for each Design Development SUBPHASE
   i. One approved Design Development package including:
      1. One approved Interiors Design Development Document set.
   ii. Detailed site logistics plan.
   iii. Detailed construction schedule.
   iv. GMP for construction.
   v. Value Analysis report.
   vi. Updated Master Development Schedule.
   vii. Updated Master Development Budget.

**5. Development of Guaranteed Maximum Price (GMP)**

PM/D will assemble the documentation listed in section 4.d herein and prepare them as necessary to serve as exhibits to the Program Management Agreement (Attachment D) for development and construction of the project. PM/D, in cooperation with DIRECTOR, County Counsel and senior staff, will negotiate any necessary changes to the Program Management Agreement for Development and Construction of the SUBPHASES of the PROJECT. The Program Management Agreement will include a detailed plan for procurement of all construction services in accordance with applicable sections of the Public Contract Code, as necessary.

**6. OWNER Responsibilities**

a. OWNER shall provide in timely manner full information regarding its requirements for the PROJECT.

b. Reviews

   i. The DIRECTOR or his/her designated representative shall review or cause to be reviewed on behalf of OWNER all reports, plans, and recommendations produced by PM/D, and render, in accordance with the Project Schedule, all decisions requested by PM/D, which may be necessary to perform the Project Work in accordance with the Project Schedule.

   ii. All decisions rendered by the DIRECTOR or his/her designated representative shall be binding upon OWNER. Furthermore, it is expressly understood that all OWNER communication to PM/D or any of its Consultants or their employees shall be issued solely by the DIRECTOR or his/her designated representative and delivered exclusively to PM/D. All communications from PM/D or any of its Consultants or their employees to OWNER shall be issued solely by PM/D and delivered exclusively to the DIRECTOR or his/her designated representative.

c. Deliverables

   i. OWNER shall deliver in accordance with the Project Schedule all existing and available record documents pertaining to the property and improvements that are envisioned to be redeveloped under the PROJECT. This will include but not necessarily be limited to:

      1. 'As built' plans for the building at 601 North Ross St., if available.
      2. ALTA site survey with topographical data.
      3. Record documents for all underground utility services including electrical power, communications, natural gas, sewer, and water for the three sites listed above and all adjacent offsite areas.

   ii. OWNER shall make available representatives of all of the various departments that will occupy the proposed new facilities for consultation and review for the purpose of PM/D's needs analysis and programming work.

d. The OWNER hereby designates the Director of OC Public Works or his/her designee (the "DIRECTOR"), to be its designated representative for purposes of contact between the OWNER and PM/D in connection with the design PROJECT,

including, without limitation, the giving of consents and approvals in a timely manner and in accordance with the Project Schedule (Attachment B) so as not to delay the overall progress of the PROJECT. The OWNER may at any time, by notice given to PM/D, remove the DIRECTOR as the OWNER"S representative and appoint another individual to act as the OWNER's representative. Except as set forth in this AGREEMENT to the contrary, the DIRECTOR shall have the authority to bind the OWNER with respect to all matters for which the consent or approval of the OWNER is required or permitted pursuant to this AGREEMENT and all consents, approvals and waivers given by the DIRECTOR shall bind the OWNER and may be relied upon by PM/D.

e. The OWNER shall cooperate with PM/D for the design PROJECT and shall promptly and in a timely manner (a) provide information regarding its requirements for the PROJECT, (b) answer inquiries PM/D may have with respect to such information, and (c) timely approve or disapprove (in accordance with the terms of this AGREEMENT) any items or issues.
f. The OWNER shall keep PM/D promptly informed of all material matters which come to the OWNER's attention relating to or affecting the PROJECT relevant to the PM/D Services, including, without limitation, all agreements and discussions between the OWNER and third parties relating to such matters, and the OWNER shall promptly notify PM/D of any developments necessitating or warranting a change in the PROJECT.

**7. Exclusions and Qualifications**

a. Phase 1 Environmental Assessment is excluded.
b. Phase 2 Environmental Assessment is excluded.
c. Survey - ALTA, Topo, Boundary, and Parcel Maps, are excluded.
d. Design of off-site areas, areas outside of the property line, city sidewalks, and areas within the public Right of Way are not included.
e. LEED Documentation and Commissioning. This service would be provided during the Construction Document Phase.
f. Design of facilities accommodating on-site catering or food preparation.
g. Design of high density file systems or movable partitions.
h. Design of mock-ups of furniture, fixtures and/or construction items.
i. Design of high-level video conference facilities.
j. Additional services of professional Consultants including but not limited to the following that may be required for this project:
    1. Seismic Retrofit.
    2. Site Surveys.
    3. Final Specifications for Bidding.
    4. Traffic/Parking.
    5. Transportation.
    6. Field verification of existing construction conditions where no as-built drawings/documentation exist, or they are not accurate.
    7. Assistance to the OWNER in obtaining record drawings for the property.

8. Revisions to Construction Documents due to unforeseen field conditions, or by the actions of the others.
9. Special Studies services consisting of investigation, research and analysis of the OWNER's special requirements for the PROJECT and documentation of findings, conclusions and recommendations for future facilities, systems and equipment which are not intended to be constructed as part of the PROJECT during the Construction Phase.
10. Energy Studies services consisting of analyses of mechanical systems, fuel costs, on-site energy generation and energy conservation options for the OWNER's consideration.

# PROGRAM MANAGEMENT AND CONSTRUCTION MANAGEMENT CONTRACT

This Program Management And Construction Management Contract ("Contract") is made and entered into the _____ day of _____, 20____, by and between the COUNTY of ORANGE, a political subdivision of the State of California, herein referred to as "Owner", and Griffin Structures, Inc., as the Program Manager/Developer herein referred to as "PM/D", with Owner and PM/D sometimes individually referred to as ("Party"), or collectively referred to as ("Parties").

Owner and PM/D agree as follows:

## 1. CONTRACT DOCUMENTS

Contract Documents, which together comprise the complete agreement between Owner and PM/D, consist of the following: Owner approved Guaranteed Maximum Price (GMP) package(s), as approved by the Director of OC Public Works or their designee; this Contract; the General Conditions; Supplementary General Conditions; Addenda and Bulletins; Attachments; Appendices; Plans; and Specifications; and all modifications and amendments to the foregoing issued after the date of execution of the Contract, including Amendments and Change Orders. The Contract Documents also include a Faithful Performance Bond and the Labor and Material Payment Bond corresponding with each GMP. The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all.

## 2. SCOPE OF WORK

2.1 General. PM/D shall perform, or cause to be performed, all work as required by, and in accordance with, the Contract Documents (the "Project"), which includes four sub-projects. The number of Sub-projects may be increased or decreased by the Owner, if doing so increases project efficiency. PM/D shall provide and furnish, or cause to be provided and furnished, all labor, project management, supervision, funding administration, planning, scheduling, materials, testing, commissioning, inspection, quality control, tools, equipment, services and all transportation services in adequate quantity and quality to accomplish completion of the work as specified and all work inferred as necessary within the time period set forth. The work shall conform to the Construction Documents and all codes, regulations, laws, etc. referenced in the Contract Documents or by industry standard, including General Requirements, Division 01 – 01010 Summary of Work. Throughout this Contract, there are references to both PM/D and CMAR. When a provision provides that CMAR is to perform some obligation under this Contract, it is done in order to identify a specific obligation that CMAR will be performing; however, it is agreed that PM/D is responsible for all of CMAR's obligations under this Contract. Therefore, any reference in this Contract to CMAR is for convenience, but it is understood and agreed that CMAR is not a party to this Contract and the obligations in this Contract are solely those of PM/D and Owner. Thus, if a provision states that CMAR will do or refrain from doing some act, CMAR will do so but PM/D is liable to Owner if CMAR violates the provision.

2.2 Services. PM/D will (a) provide general administration of the Project; (b) manage and coordinate the CMAR and Consultants; (c) manage and coordinate the processing of Plans and Specifications for the Project; (d) manage, as Owner's agent, bidding all components of construction for the Project, including requiring that any competitive bidding requirements applicable to the Project are complied with in accordance with the bidding requirements of this Contract and any Owner approved pre-qualification or best value process; (e) enter into a contract with CMAR to construct the Project, oversee the Contractors, and to complete the Project Work in accordance with the Project Documents; and (f) manage and coordinate the services provided by its CMAR, for the purpose of causing the Project to be completed within the GMP, in accordance with the Project Documents, and within the time periods set forth in the Schedule of Performance.

2.3 Working Drawings. Based upon the Design Development drawings and specifications approved by Owner, PM/D will complete the working drawings for the Project. PM/D will present the working drawings to Director for review and approval. Director will have 30 days to review and approve the working drawings. After the Director approves the working drawings, PM/D will submit the working drawings for plan check.

2.4 Plan Check and Permits. PM/D will submit all plans for plan checks required by Owner and other agencies having jurisdiction and will apply for and obtain all building permit(s), grading permit(s), and construction permit(s) required by Owner. PM/D will invoice Owner for all plan check and permit fees incurred in accordance with established Allowances. Owner will review submitted plans within 15 calendar days. If subsequent reviews are necessary, Owner will review resubmitted plans within 10 calendar days for the second review, and 7 calendar days for a third review. PM/D will not be given additional time for 4 or more reviews.

2.5 Bidding. PM/D and CMAR will cause the various construction trade elements of the Project to be competitively and publicly bid in accordance with competitive bidding requirements pursuant to this Contract under separate Bid Documents for each such construction trade or group of trades to multiple Contractors, all as approved by the Director of Public Works, or his/her designee (the "Director"), and in accordance with the optional pre-qualification procedure set forth in Sections 2.6 and 2.7. PM/D and CMAR, acting on behalf of Owner, will administer the public competitive bidding and, where legally authorized (and as authorized elsewhere in this Contract), negotiating procedures. If desirable to achieve efficiency or to comply with phased construction (if applicable), PM/D and CMAR may solicit bids for one or more portions of the Project, with additional bid solicitations to follow; provided, however, that PM/D and CMAR will not cause the Project to be constructed through incrementally limited contracts with Contractors so as to avoid competitive bidding laws applicable to the Owner, if any. Contractors will enter into written contracts with PM/D and/or CMAR for such work of improvement of the Project, with the Construction Contracts to be in accordance with the terms of the applicable Bid Documents. Owner hereby designates PM/D and CMAR as its agents for the purpose of contracting with the various Contractors for the collective work of improvement of the Project solely pursuant to Bid Documents pre-approved by Owner. PM/D and CMAR do not have the authority to act for or on behalf of Owner by virtue of this Contract, except as specifically provided for in this Contract. No representation, course of performance or other action by PM/D or CMAR will bind Owner to any contract term that is not expressly set forth in this Contract or Owner approved Bid Documents. This subsection sets forth the extent of PM/D's and CMAR's authority to bind Owner. PM/D will ensure that the requirements of this Section 2.5 are incorporated into the Construction Management Agreement. PM/D and/or CMAR will include the following statement in all Bid Documents to Contractors:

> "A copy of the agreement between the County of Orange ("County") and Griffin Structures, Inc., authorizing this contract and to which this contract is subject and subordinate will be provided upon request or is available for your review at the offices of the County Clerk located at 12 Civic Center Plaza, Room 101, Santa Ana, California 92701, during the normal business hours of the County."

2.6 Pre-Qualification. The Director, CMAR, and PM/D may jointly determine to pre-qualify contractors to bid on portions of the Project. If PM/D, CMAR, and Owner agree to pre-qualify certain trades, then PM/D and/or CMAR will prepare Pre-Qualification Questionnaires for Owner's approval. Subsequent to Owner's approval of the Pre-Qualification Questionnaires, and within the time period allowed for in the Schedule of Performance, PM/D or its CMAR will publish notices soliciting contractors to pre-qualify to bid on the portions of the Project that Owner, CMAR, and PM/D determined to pre-qualify, all in accordance with Public Contract Code §20101. The PM/D and CMAR will develop Contractor and Supplier interest, submit the names of a minimum of three qualified Contractors or Suppliers for each trade in the Project for approval by the Owner and solicit bids for the various Work categories. If there are not three qualified Contractors/Suppliers available for a specific trade, material, or

product, or there are extenuating circumstances warranting such, the PM/D may request approval by the Owner to submit less than three names. Once PM/D or CMAR has awarded contracts, no change in the Contractors/Suppliers will be allowed without prior written consent from the Owner.

2.7 Bid Documents. Within the time period allowed for in the Schedule of Performance, PM/D, CMAR, and the Consultants will cause Bid Documents to be prepared for each individual construction trade element of the Project that is to be separately bid and submit all such Bid Documents to Owner for review and approval in accordance with the time period allowed for in the Schedule of Performance. The Bid Documents will include a provision requiring that a bid bond must accompany a bid naming PM/D and CMAR as dual obligees; PM/D and CMAR will have standing to pursue claims against the surety on the bid bond if the successful bidder fails to execute a Construction Contract. Subsequent to Owner's approval of a set of Bid Documents, PM/D will solicit lump sum or cost plus with a guaranteed maximum price bids for each individual construction trade element or package of the Project that is to be separately bid, pursuant to the approved Bid Documents, from the contractors in that construction trade, with any such bids to be submitted within the time period allowed for in the Schedule of Performance. PM/D, CMAR, or the Consultants will answer questions of bidders and generate addenda to the Bid Documents, as necessary and after approval by the Director, during the bidding process for each individual construction trade element of the Project that is to be separately bid. The County Clerk (or their designee as allowed by law) will receive and open bids from contractors on behalf of PM/D, with a representative of PM/D present. PM/D or its CMAR will evaluate all complete bids received.

2.8 Acceptance of Bids. If one or more complete bids for the individual construction trade element of the Project is/are received from a responsive and responsible bidder, as determined jointly by PM/D and the Director, as required by applicable law, PM/D or CMAR will submit the bids and its analysis of the identity of the lowest, responsive/responsible bidder to the Director. PM/D or CMAR will enter into a contract with each Contractor for performance of each individual construction trade element of the Project for the fixed-price or cost plus with a guaranteed maximum price on the bid submitted by the Contractor, which contract will be subject and subordinate to all of the terms and conditions of this Contract and will expressly or by reference incorporate the terms and conditions of this Contract.

2.9 Rejection of Bids. If PM/D and/or CMAR determine that a particular low bidder is non-responsive, is not responsible, or for any other reason should not be awarded the Construction Contract at issue, they will provide the Owner with appropriate evidence to support that conclusion within a reasonable period prior to the award of the Construction Contract. In the case of any bid protests, Owner will provide an administrative process for the bid protests.

2.10 Forfeiture of Bidder's Security. If PM/D or CMAR awards a Construction Contract, but the successful bidder fails to execute the Construction Contract, then the following will apply:

(1) Subject to subsection (2), the amount of the successful bidder's security will be forfeited to PM/D and the cash or proceeds will be deposited in the fund out of which the expenses of preparation and printing of the plans and specifications, estimates of cost, and publication of notice are paid, all in accordance with Public Contract Code §§20172 and 20173.

(2) If PM/D awards the Construction Contract to the second lowest bidder, then the amount of the lowest bidder's security will be applied by PM/D to the difference between the low bid and second lowest bid, and the surplus, if any, will be returned to the lowest bidder if cash or a check is used, or to the surety on the bidder's bond if a bond is used, all in accordance with Public Contract Code §20174.

(3) PM/D will be entitled to retain the amount, determined by subsections (1) and (2), of the lowest bidder's security, but the GMP will be increased by the net amount of money PM/D actually recovers from lowest bidder's security.

2.11 Labor Agreements. PM/D and/or its CMAR may be signatory to one or more labor agreements with certain trades, which may require all bidders for the particular trade(s) to either: (a) be union contractors or (b) agree to enter into a specific project labor agreement regarding their work on this Project. If so, then relevant Bid Documents for the particular trade(s) will reflect this requirement. Owner acknowledges that if McCarthy Building Companies, Inc. is the CMAR, it is a signatory to the following: laborers, carpenters, and cement masons. Owner acknowledges that if Swinerton Builders is the CMAR, it is a signatory to the following: carpenters.

2.12 Best Value. In addition to the above procedures for bidding, Contractors may also be selected based on qualifications or a combination of qualifications and price. The selection of Contractors/Suppliers is the responsibility of the PM/D. Owner must timely advise PM/D if there are any Contractors, vendors, or suppliers that Owner specifies to be sole-sourced (including, but not limited to, BMS systems, technology infrastructure, etc.). In any case, the PM/D is solely responsible for the performance of the selected Contractors/Suppliers.

2.13 Contractor Selection Plan. The PM/D or its CMAR will prepare a Contractor/Supplier selection plan and submit the plan to the Owner for approval. This Contractor selection plan shall identify those Contractor trades anticipated to be selected by qualifications only per Section 2.14 and those Contractor trades anticipated to be selected by qualifications and competitive bid. This plan will also identify those contractor trades that will not be selected through a formalized qualifications-based selection process. The Contractor selection plan must be consistent with the selection requirements included in this Contract.

2.14 Selection by Qualifications Only. The Owner may approve the selection of a Contractor(s) or Suppliers(s) based only on their qualifications when the PM/D can demonstrate it is in the best interest of the Project.

(a) Qualification based selection of a Contractor(s)/Supplier(s) should only occur during the design phase services under an approved GMP to achieve maximum benefit of the Contractors' involvement.

(b) The PM/D and CMAR shall apply the approved Contractor selection plan in the evaluation of the qualifications of a Contractor(s) or Supplier(s) and provide the Owner with its review and recommendation.

(c) The CMAR must receive Owner approval of the selected Contractor(s)/Supplier(s).

(d) The CMAR will negotiate costs for services/supplies from each Contractor/Supplier selected under this method.

2.15 Owner Objection. If, during the design or pre-qualification process and prior to award of a nominated Contractor/Supplier, the Owner objects to any nominated Contractor/Supplier or to any self-performed Work for good reason, the CMAR will nominate a substitute Contractor/Supplier that is acceptable to the Owner.

2.16 Self-Performed Work. If the CMAR desires to self-perform certain portions of the Work, it will request to be one of the approved Contractor bidders for those specific bid packages. The CMAR's bid will be evaluated in accordance with the process identified below.

2.17 Contractor Schedule of Values. The approved Contractors/Suppliers will provide a Schedule of Values that reflects their final accepted bid proposal, which will be used to create the overall Project Schedule of Values.

2.18 Substitute Contractor. If after receipt of sub-bids of Contractors and Suppliers, the Owner objects to any nominated Contractor/Supplier or to any self-performed Work for good reason, the PM/D will nominate a substitute Contractor or Supplier, preferably if such option is still available, from those who submitted Contractor bids for the Work affected. Once such substitute Contractors and Suppliers are

consented to by the Owner, the PM/D's proposed GMP for the Work or portion thereof will be correspondingly adjusted to reflect any higher or lower costs from any such substitution.

2.19 Pre-Award Conference. Promptly after receipt of the Notice of Intent to Award, the PM/D will conduct a pre-award conference with the Owner, CMAR and other project team members. At the pre-award conference, the PM/D and CMAR will (a) review the nominated slate of Contractors and Suppliers and discuss any concerns with or objections that the Owner has to any nominated Contractor or Supplier; (b) discuss Owner concerns relating to any proposed self-performed Work; (c) review the PM/D's and CMAR's proposed Contract Price for the Work during the construction phase; (d) resolve possible time frames for the Date of Commencement of the Contract time for the construction phase Work; (e) schedule the pre-construction conference; and (f) discuss other matters of importance.

## 3. CONTRACT PRICE, CONTINGENCY AND CONTRACT TIME

### 3.1 CONTRACT PRICE

3.1.1 Guaranteed Maximum Price. Each GMP shall include all costs associated with performing and delivering the approved scope of work for each GMP approved under this Contract and PM/D's fixed fee. Notwithstanding the foregoing, a GMP specifically excludes all off-site-work designated in the scope of Work as being the responsibility of Owner. Additionally, the GMP is subject to the express qualifications, exclusions, and Allowances set forth in **Exhibit __**.

3.1.2 Payment. OWNER shall pay PM/D for all work required by the Contract Documents the lesser of: (a) the Guaranteed Maximum Price ("**GMP**") listed for each phase of construction as agreed upon between the Parties, and detailed and attached hereto, and as it may be adjusted pursuant to the "Changes" Section of the General Conditions; or (b) the sum of all direct and indirect costs incurred by PM/D for the Work pursuant to this Contract plus the Professional Services Fixed Fee. The GMP may only be adjusted as a result of the following: (a) Allowances as identified in **Exhibit __**; (b) late charges as set forth in Section 9.1.5; (c) Differing Site Conditions as set forth in Section 1 of the General Conditions; (d) Delays as set forth in Section 15 of the General Conditions; and (e) changes to the scope of Work as set forth in Section 14 of the General Conditions. The Parties agree that: (a) PM/D is responsible for ensuring that the GMP (as adjusted as set forth above) is not exceeded; (b) Owner is not responsible to expend any amount for the Project Work in excess of the GMP (as adjusted as set forth above); and (c) any amount for the Project Work over the GMP (as adjusted as set forth above) is the sole responsibility of PM/D and PM/D will proceed with the Project as approved and pay with its own funds all costs in excess of the GMP (as adjusted as set forth above). Without limiting the requirement that the Owner will be responsible to pay only the lesser of the GMP or the sum of all direct and indirect costs incurred by PM/D for the Project Work pursuant to this Contract plus the Professional Services Fixed Fee, if the total aggregate amount of the cost to complete the scope of Work exceeds the remaining unpaid balance of the GMP, then Owner will have the right to retain any portion of the Professional Services Fixed Fee reasonably necessary to cover the shortfall. Nothing in this Contract or its exhibits is intended to create a line item guaranty (only the GMP is guaranteed), and PM/D may allocate any Savings from any individual line item or PM/D's Contingency, except Allowances, to any costs for any Project Work required or reasonably inferable from the Project Documents for the Project. Owner will pay the Contract Price in accordance with the "PAYMENTS" Section of the General Conditions.

3.1.3 Plan Check Costs. Owner acknowledges and hereby will be responsible for any costs associated with changes subsequent to the permitted construction drawings generated by field inspections and/or changes mandated by other jurisdictional agencies, and the GMP and Schedule of Performance will be equitably adjusted as mutually agreed to by Owner and PM/D. Additionally,

if the GMP is established before plan check, then any changes required as a result of plan check entitle PM/D to a change order (or use of Owner Contingency) for the costs and time associated with the required changes, unless the required changes were the result of the negligence of PM/D or its Consultants or agents.

3.1.4 Professional Services Fixed Fee. The amount of PM/D's Professional Services Fixed Fee is set forth in Attachment A to the Program Management and Design Agreement between Owner and PM/D for the Project (the "Design Agreement"), which is a fixed fee for PM/D's services under both the Design Agreement and this Contract. Owner will pay to PM/D the Professional Services Fixed Fee compensation as follows:

(a) The Professional Services Fixed Fee for PM/D's services under both the Design Agreement and this Contract will be paid in __ equal monthly installments (representing the entire Project duration from initial planning through Project close-out); provided, however, that if PM/D completes the Project in less time, then the balance of the Professional Services Fixed Fee is due with the final payment to PM/D. If the Project takes more time, then PM/D is not entitled to additional Professional Services Fixed Fee compensation unless the reason for the delay is beyond PM/D's control.

(b) PM/D will submit to Owner its request for payment of the Professional Services Fixed Fee at the same time and in the same manner as submission of progress payments under the Design Agreement or this Contract. The Director will review PM/D's request for payment and inform PM/D of any reasons why such request is not suitable for payment, if any, within five working days of receipt. PM/D may submit a request for payment of the Professional Services Fixed Fee under the Design Agreement and/or this Contract, but the total Professional Services Fixed Fee and the monthly amount of the Professional Services Fixed Fee will remain the same regardless of whether PM/D is billing under the Design Agreement, this Contract, or both.

3.1.5 Reimbursable Expenses. PM/D will also be entitled to reimbursement of out of pocket costs as they are incurred, which costs are identified in **Exhibit __**. Reimbursable expenses will be paid at cost and will not exceed what is shown in **Exhibit __** without prior written approval of Owner. PM/D may allocate savings from other line items to cover cost overruns in the reimbursable expenses budget, so long as doing so does not exceed the GMP. Owner shall reimburse PM/D, as a Reimbursable Expense, PM/D's expense (acknowledged and agreed to be $___ per $1,000 of contract value) for the Commercial General Liability, Employer's Liability, Auto Liability, and Professional Liability insurance required by this Contract.

3.1.6 Costs to Remedy Contractor Defaults. PM/D may utilize its Savings and Contingency (PM/D's) to pay for the costs of retaining replacement Contractors or otherwise curing Contractor defaults if any Contractor defaults under their Construction Contract and fails to cure the default or if the Contractor is unable or unwilling to complete their work (including due to bankruptcy).

## 3.2 CONTINGENCY

3.2.1 PM/D Contingency. "Contingency (PM/D's)" means a fund to cover cost growth during the Project used at the discretion of PM/D, subject to Director's approval, which will not be unreasonably withheld, usually for costs that result from Project circumstances. The amount of the PM/D's Contingency will be a separate line item in the GMP package. Use and management of the PM/D's Contingency during the construction phase is subject to the restrictions set forth in Section 3.2.3 below.

3.2.2 Owner Contingency. "Contingency (Owner's)" means a fund to cover cost growth during the Project used at the discretion of the Owner usually for costs that result from Owner directed changes or unforeseen site conditions. The amount of the Owner's Contingency will be set by the Owner and will be in addition to the project costs included in the PM/D's GMP package. Use and management of the Owner's Contingency during the construction phase is described in Section 3.2.4.

3.2.3 Use of PM/D Contingency. PM/D's Contingency is an amount the PM/D shall use under the following conditions:

(1) For increases in the Cost of the Work which are not the Owner's responsibility, or

(2) For increases in General Condition Costs. PM/D's Contingency is assumed to be a direct project cost so will receive all markups at the time of GMP submission.

3.2.4 Use of Owner Contingency. Owner's Contingency are funds to be used at the discretion of the Owner to cover any increases in Project costs that result from Owner directed changes or unforeseen site conditions. Owner's utilized Contingency will be added to the GMP amount provided by the PM/D, as mutually reviewed and agreed upon by Owner and PM/D, the sum of which will be the full contract price for construction. Markups for overhead and profit and taxes will be applied by the PM/D at the time that Owner's Contingency is used. Any Owner Contingency not utilized shall revert to the Owner after Project completion."

**3.3 CONTRACT TIME**

(a) Within 10 calendar days of the Board of Supervisors' award of the Contract, PM/D shall submit to Owner for its review of the bonds (as detailed below); proof of insurance; and initial job Construction Schedule. If Owner rejects the submitted documents, PM/D will have 5 additional calendar days to resubmit. If PM/D fails to submit documents within the required time(s), the Contract Time (as defined below) will be reduced by the number of days which exceed the time for submittal. If PM/D fails to submit acceptable documents by the second submission, Owner may, at its sole discretion, reduce the Contract Time by the number of days between Owner's rejection of the second submission and Owner's approval of the documents.

(b) Upon Owner's approval of the bonds, insurance, and initial job Construction Schedule, Owner will deliver to PM/D a signed copy of the Contract and a Notice to Proceed with the work. PM/D shall not commence construction until Owner issues the Notice to Proceed. PM/D shall complete, or cause to be completed, all work required by the Contract Documents within the time set forth in the Construction Schedule, subject to adjustments as provided in the General Conditions ("Contract Time")..

(c) The Owner will not be responsible for the failure of the PM/D to plan, schedule, and execute the work in accordance with the approved schedule or the failure of the PM/D to meet the Contract completion dates or the failure of the PM/D to schedule and coordinate the work of the trades and subcontractors or to coordinate with others separate Contractors.

**4. BONDS**

Within 10 calendar days after the Parties agree to a GMP, PM/D shall cause its CMAR to furnish a Faithful Performance Bond and a Labor and Material Payment Bond, each in an amount equal to 100% of the GMP Contract Price attributable to construction of the applicable portion of the

Project (understanding that the Project will be divided into four subphases), issued by a surety in accordance with the requirements of the General Conditions of the Contract. The bonds shall be in the form of the models attached hereto, and must be approved by Owner's Risk Manager and County Counsel. CMAR shall submit the bonds in duplicate, all of which shall bear original signatures. The signature of the surety representative must be notarized.

**5. LIQUIDATED DAMAGES**

(a) In accordance with Government Code Section 53069.85, PM/D agrees to forfeit and pay to Owner the sum of _____ ($_____) per day ("Liquidated Damages") for each calendar day that completion of the work required by the applicable GMP is delayed beyond the Schedule of Performance for the applicable GMP Package, or specified portion of work if designated in a GMP Package, as may be adjusted by Change Order. OWNER may deduct such sum from any payments due to or to become due to PM/D.

(b) If the Liquidated Damages exceed the unpaid balance of the Contract Price otherwise owed to PM/D, then PM/D shall immediately pay OWNER the difference.

**6. TIMELY DECISIONS**

6.1 Information Regarding Requirements. Owner will, in a reasonably timely manner consistent with the Project Schedule, provide full information regarding its requirements for the Project.

6.2 Render Decisions. The Director will render in a reasonably timely manner consistent with the Project Schedule all decisions requested by PM/D which may be necessary to perform the Project Work in accordance with the Schedule of Performance. All decisions rendered by the Director are binding upon Owner.

6.3 Communications. All Owner communications to PM/D, CMAR, or any of the Consultants or their employees must be issued solely by the Director and delivered exclusively to PM/D. These restrictions only apply to Owner in its role as owner of the Project, and not in its role as the jurisdiction having authority for the enforcement of codes. Inspectors and other County officials acting in their official enforcement capacity are not restricted in their ability to communicate with PM/D, CMAR, Consultants, Contractors or otherwise, as their official roles may require. All communications from PM/D, CMAR, or any of its Consultants or their employees to County must be issued solely by PM/D and delivered exclusively to the Director.

6.4 Notice of Defects. If Owner discovers any fault, defect, or nonconformance in the Project or with the Plans or Specifications, Owner must give prompt written notice to PM/D, however failure to do so will not relieve PM/D of any liability. The Board of Supervisors will authorize, in writing, the GMP (including the final Plans and Specifications upon which the GMP is based) prior to issuance of a building permit(s).

6.5 Proof of Funding. Upon written request of PM/D from time to time, Owner will provide to PM/D reasonable evidence of the source and amount of funding available for the Project Work. If Owner fails to provide reasonable evidence of funding of the GMP to PM/D within 10 business days of PM/D's written request, then PM/D may suspend performance.

**7. EMPLOYEE ELIGIBILITY VERIFICATION**

PM/D hereby certifies that it complies with all applicable laws and regulations regarding the eligibility of its employees to work in the United States, and that all of its employees performing work under this Contract meet all citizenship or immigration status requirements to do so. PM/D shall obtain all documentation necessary to verify the employment eligibility status of covered

employees as described by U.S. Citizenship and Immigration Services Form I-9. PM/D shall retain such documentation for the period prescribed by law. PM/D shall indemnify, defend with counsel approved in writing by Owner, and hold harmless the Owner, its officers, and employees from any sanctions or liability that may be assessed in connection with any alleged violation of federal or State laws or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

**8. SECURING WORKERS' COMPENSATION INSURANCE CERTIFICATION**

PM/D, by executing this Contract, hereby certifies:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

**9. PARTIES' REPRESENTATIVES**

**9.1 OWNER'S REPRESENTATIVES**

9.1.1 OC Public Works. The Project is under the general direction of Owner's Board of Supervisors. The Board of Supervisors authorizes OC Public Works to be Owner's representative in connection with the Project.

9.1.2 Director. The Director shall be the Owner's Project Manager, unless OC Public Works designates in writing an alternate person who will act as Owner's representative during construction of the Project. Unless otherwise expressly stated in the Contract Documents, Owner's designated representative will issue and receive all written communications on behalf of Owner for the Project.

**9.2 OWNER**

9.2.1 Owner Authority. Owner has the authority to enforce PM/D's compliance with the Contract Documents. All labor, materials, tools, equipment furnished by PM/D or CMAR and all work performed by PM/D shall be subject to the reasonable approval of Owner.

9.2.2 Means and Methods. The Owner shall not be responsible for or have control or charge of the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work, and will not be responsible for the PM/D's failure to carry out the work in accordance with the Contract Documents.

9.2.3 Acts and Omissions of PM/D. The Owner will not be responsible for the acts or omissions of the PM/D, or any subcontractor, or any PM/D's or subcontractor's agents or employees, or any other persons performing any of the work.

**9.3 PM/D'S REPRESENTATIVES**

9.3.1 Representative and Alternate: Before starting work, PM/D shall designate in writing a representative who shall have complete authority to act for it. PM/D may also designate an alternate representative with complete authority to act for it. Owner may rely on such representative or alternate as having the authority to execute Change Orders in any amount unless PM/D identifies to Owner in writing the officer(s) or employee(s) with such authority. Any written order or communication given to this representative shall be deemed delivered to PM/D. In the

absence of PM/D's representative in case of emergency, instructions or directions may be given by Owner to the CMAR project manager or superintendent. Such order shall be complied with promptly and referred to PM/D or its representative. PM/D's representative and alternate must be able to read, write, and speak English fluently.

9.3.2 PM/D's Project Manager: PM/D shall provide the services of the project manager. PM/D's project manager, if different than designated representative, shall represent PM/D in the absence of PM/D's designated representative or alternate, and all directions given to the project manager shall be binding as if given to PM/D. Owner may require PM/D to replace the project manager whose conduct or performance is unsatisfactory. PM/D shall not change its project manager without Owner's consent unless the project manager is unsatisfactory to PM/D or ceases to be in PM/D's employ. If PM/D's project manager leaves the Project, PM/D shall replace him or her within two business days (unless additional time is agreed upon by Owner) with a new, well-qualified project manager acceptable to Owner.

9.3.3 Superintendent(s): PM/D shall cause CMAR to provide the services of the superintendent(s). A superintendent shall be present at the work site whenever work is in progress including whenever weather conditions necessitate its presence to take measures necessary to protect the work, persons, or property. In case of emergency, CMAR's superintendent shall represent PM/D in the absence of PM/D's designated representative, alternate or project manager, and all written directions given to the superintendent(s) shall be binding as if given to PM/D. The superintendent must read, write, and speak English fluently. Owner may require PM/D to require CMAR to replace a superintendent whose conduct or performance is unsatisfactory. CMAR shall not change its superintendent without Owner's consent unless the superintendent is unsatisfactory to CMAR or ceases to be in CMAR's employ. If CMAR's superintendent leaves the Project, CMAR shall replace him or her within two business days (unless additional time is agreed upon by Owner) with a new, well-qualified superintendent acceptable to Owner.

9.3.4 Emergency Contacts: PM/D shall provide Owner with a list of names and telephone numbers at which PM/D's representative, alternate, superintendent, and other key personnel can be reached during non-working hours in the case of an emergency.

## 10. GOVERNING LAW AND VENUE – CODE OF CIVIL PROCEDURE SECTION 394

(a) This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394.

(b) The parties specifically agree that by soliciting and entering into and performing services under this Contract, the PM/D shall be deemed to constitute doing business within Orange County from the time of solicitation of work, through the period when all work under this Contract is completed, and continuing until the expiration of any applicable limitations period. Furthermore, the parties have specifically agreed, as part of the consideration given and received for entering this Contract, to waive any and all rights to request that an action be transferred for trial to another county under Code of Civil Procedure Section 394.

## 11. SIGNATURE REQUIREMENTS

The Contract must be signed by officer(s) authorized to bind PM/D. If documentation demonstrating express authority is not provided, then the Contract must be signed by those officers

with apparent authority to bind PM/D. If PM/D is a corporation, such signatures must comply with Corporations Code Section 313.

**12. ENTIRE AGREEMENT**

The Contract Documents represent the entire and integrated agreement between Owner and PM/D and supersede all prior representations, statements, or agreements concerning the subject matter of this Contract, whether verbal or written.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the PARTIES hereto have executed this PROGRAM MANAGEMENT AND CONSTRUCTION MANAGEMENT CONTRACT on the dates opposite their respective signatures:

**GRIFFIN STRUCTURES, INC.**
a California corporation
Contractor's License Number 793600

Date: _____ By: _____
Signature

Roger Torriero, President
Print Name & Title

*(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)*

Date: _____ By: _____
Signature

Mark Hoglund, Chief Financial Officer
Print Name & Title

*(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.)*

**COUNTY OF ORANGE**
a political subdivision of the State of California

By: _____

Print
Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By: _____
Deputy

**TABLE OF CONTENTS**


| SECTION | PAGE |
|---|---|
| **CONTRACT** | **1** |
| 1. CONTRACT DOCUMENTS | 1 |
| 2. SCOPE OF WORK | 1 |
| 3. CONTRACT PRICE, CONTINGENCY, AND CONTRACT TIME | 1 |
| 4. BONDS | 3 |
| 5. LIQUIDATED DAMAGES | 3 |
| 6. OMITTED | 3 |
| 7. EMPLOYEE ELIGIBILITY VERIFICATION | 3 |
| 8. SECURING WORKERS' COMPENSATION INSURANCE CERTIFICATION | 3 |
| 9. PARTIES' REPRESENTATIVES | 4 |
| 10. GOVERNING LAW AND VENUE – CODE OF CIVIL PROCEDURE SECTION 394 | 5 |
| 11. SIGNATURE REQUIREMENTS | 5 |
| 12. ENTIRE AGREEMENT | 6 |
| **GENERAL CONDITIONS** | **12** |
| 1. DEFINITIONS | 12 |
| 2. A-E STATUS | 15 |
| 3. COMPLIANCE WITH LAWS AND REGULATIONS | 15 |
| 4. CONTRACTOR'S LICENSE | 16 |
| 5. INTERPRETATION OF CONTRACT DOCUMENTS | 16 |
| 6. PRE-CONSTRUCTION | 17 |
| 7. BONDS, INDEMNITY, AND INSURANCE | 18 |
| 8. SCHEDULES, SUBMITTALS, SUBSTITUTIONS, AND INSPECTIONS | 23 |
| 9. PAYMENTS | 29 |
| 10. LABOR CODE REQUIREMENTS | 32 |
| 11. NONDISCRIMINATION | 34 |
| 12. WARRANTY / GUARANTEES | 34 |
| 13. PERFORMANCE | 35 |
| 14. CHANGE ORDERS | 49 |
| 15. DELAYS DUE TO WEATHER AND FORCE MAJEURE | 54 |
| 16. CONDITIONS AFFECTING THE WORK | 55 |
| 17. TERMINATION | 57 |
| 18. TERMINATION FOR CAUSE | 57 |
| 19. DISPUTES AND CLAIMS | 58 |
| 20. OCCUPANCY | 59 |
| 21. ACCEPTANCE | 60 |
| 22. MISCELLANEOUS PROVISIONS | 60 |
| **DIVISION 01 - GENERAL REQUIREMENTS** | **63** |

01001 – DRAWING SHEET INDEX 70
01002 – DESCRIPTION OF PROJECT 70
01010 – SUMMARY OF WORK 71
01020 – ALLOWANCES 73
01090 – REFERENCE STANDARDS 75
01350 – SUBMITTALS 81
01400 – QUALITY REQUIREMENTS 87
01450 – CUTTING AND PATCHING 91
01700 – CONTRACT CLOSEOUT 94
01730 – OPERATION AND MAINTENANCE DATA 97
01740 – WARRANTIES AND GUARANTEES 102

**EXHIBITS** **104**

CHILD SUPPORT ENFORCEMENT
BOND FORMS

## GENERAL CONDITIONS

### 1. DEFINITIONS

As used in the Contract Documents, the following terms shall have the following definitions:

| Term | Definition |
|---|---|
| "day" | Unless otherwise specified within the Contract Documents, all references to any "day" or number of "days" shall mean consecutive calendar days (including all holidays and weekends). |
| "working day" | Any day within the period between the date of the Notice to Proceed and Owner's acceptance of the work, except: Saturday; Sunday; or any day designated as a holiday by Owner. Notwithstanding the foregoing, any day will be treated as a working day if the Contract Documents require that it be so treated. |
| Abbreviations | The language of specifications and other Contract Documents is of the abbreviated type in certain instances, and implies words and meanings appropriately interpreted. Singular words will be interpreted as plural and plural words will be interpreted as singular where applicable and where full context of the Contract so indicates. |
| Addendum/Addenda | Written or graphic instrument issued prior to the opening of Bids which corrects or changes the Contract Documents. |
| Application for Payment | CMAR's periodic or one-time claim for payment based on work completed. |
| Architect-Engineer (A-E) | PM/D's Architect or Engineer of Record for the Project. |
| Bid Documents | Each solicitation for and contract to be entered into between the CMAR and each Contractor for each individual construction trade element of the Project to be performed by such Prime Contractor, the Plans applicable to such individual construction trade element of the Project to be performed by such Prime Contractor, and all other conditions and requirements to be satisfied by the particular Contractor and its sub-contractors, if any, regarding such individual construction trade element of the Project, all in compliance with all applicable laws including, but not limited to, state, federal, and county. All contractors submitting bids on for the Project shall provide a cashier's check, certified check, cash, or bid bond in an amount equal to at least ten percent (10%) of the total aggregate bid price, which is given as a guarantee that the bidder will enter into a Construction Contract if awarded the work. If the bidder provides security other than a bid bond, the Bid Documents may require the bidder to provide a letter from the bidder's surety indicating that surety will issue the payment and performance bonds if the bidder is awarded the Construction Contract. |
| Board of Supervisors | Owner's governing body. |
| Bulletin | Written or graphic instrument issued after the opening of Bids which clarifies or answers general questions about the Contract Documents. |
| CCR | California Code of Regulations. |
| Change Order | A modification of the Contract as provided by the "Changes" Section of the General Conditions. |

| Term | Definition |
|---|---|
| Change Order Request | Owner's request for PM/D to provide a proposal and price/time quote for Owner's desired Change Order, or Owner's description of work to be performed pursuant to PM/D's Request for Change. |
| Changed Conditions | Site conditions or materials of an unexpected nature or differing from those represented in the Contract Documents as provided by the "Changes" Section of the General Conditions. |
| Code Sections | Except where otherwise specified, all statutory references (e.g. "Labor Code" or "Public Contract Code") shall mean those laws enacted by the State of California, as they may be amended. |
| Construction Contracts | Construction and material supply contracts awarded to Contractors by CMAR, or subcontractors to said Contractors, in accordance with the requirements of this Contract. |
| Construction Management Agreement | The agreement entered into by and between PM/D and its CMAR (or any successor or replacement), to provide for Project construction management services. |
| Consultants | The architect and other consultants hired by PM/D pursuant to this Contract |
| Construction Schedule | PM/D's initial construction schedule after it has been accepted by Owner and designated as the Project Construction Schedule, and updated by each monthly schedule update. |
| Contract | The complete agreement between Owner and PM/D covering the Project, as represented by the Contract Documents. |
| Contract Documents | Documents comprising the complete agreement between Owner and PM/D as enumerated in the "Contract Documents" Section of the Contract. |
| Contract Price | The total dollar amount of the Contract identified in the "Contract Price And Time" Section of the Contract as it may be adjusted in accordance with the "Changes" Section of the General Conditions. |
| Contract Time | The number of calendar days specified in the "Contract Price And Time" Section of the Contract that PM/D has to complete the work after the issuance of a Notice to Proceed, as it may be adjusted in accordance with the "Changes" Section of the General Conditions. |
| Contractors | CMAR's contractors, and their subcontractors of all tiers and material and labor suppliers, awarded construction or material or labor supply contracts by PM/D or CMAR for all or any portion of the construction of the Project. |
| CMAR | The construction manager hired by PM/D as its construction manager to supervise and manage the actual construction of the Project by the Contractors and any replacement or successor construction manager. The CMAR is providing its professional services for a fixed fee. PM/D may, at its election, replace the CMAR with a replacement construction manager with the consent of Owner, which consent will not be unreasonably withheld, conditioned, or delayed. Owner initially consents to either McCarthy Building Companies, Inc. and Swinerton Builders as CMAR. |

| Term | Definition |
|---|---|
| Defective Work | PM/D's performance that does not conform to the requirements of the Contract Documents, industry standards, manufacturers' recommendations, or requirements of the "Quality Of Materials And Workmanship" Section of the General Conditions. |
| Differing Site Conditions | (1) If the scope of Work is for new construction, with no demolition or renovation of existing facilities, then Differing Site Conditions are: (a) subsurface or latent physical conditions at the Project Site differing materially from those conditions indicated or reasonably inferable from a reasonable evaluation in accordance with industry custom or (b) unknown or unforeseen physical conditions at the Project Site of an unusual nature, differing materially from conditions normally encountered and generally recognized as inherent in work of the nature provided for in the Plans; or<br>(2) If the scope of Work involves demolition or renovation of an existing facility, then Differing Site Conditions are: (a) subsurface or latent physical conditions at the Project Site differing materially from those conditions indicated in the as-built or record drawings for the existing facilities and any reports or other similar documents provided by Owner to PM/D prior to entering into this Contract concerning the existing conditions of the existing facilities or (b) unknown or unforeseen physical conditions at the Project Site of an unusual nature, differing materially from conditions normally encountered and generally recognized as inherent in work of the nature provided for in the Plans. |
| Director | Except where otherwise provided, references to "Director" shall mean the Director of OC Public Works or his or her designee. |
| Division 01 to 39 Specifications | Division 01-39 Specifications: refers to Construction Specification Institute (CSI) format the organization of specifications. CSI is an organization that keeps and changes the standardization of construction language as it pertains to building specifications. |
| Dust Control Plan | PM/D's plan for compliance with Owner's Fugitive Dust Emission Control Plan in conformance with the SCAQMD Rule 403 (See the "Performance" Section of the General Conditions.) |
| Emergency/Contingency Plan | PM/D's provisions for handling spills of hazardous, liquid, or nuisance materials prepared in accordance with the "Hazardous Or Contaminated Materials" subsection of the "Performance" Section of the General Conditions. |
| Engineer or Architect of Record | The California-registered architect or engineer in responsible charge for the design of the Project and whose seal appears on the Plans and Special Provisions. |
| Final Completion | The date when PM/D has completed all construction activities required by the Contract Documents, excluding executory warranty obligations. |
| Final Payment | The last and complete payment by Owner to PM/D under the Contract as provided by the "Payments" Section of the General Conditions. |
| General Conditions | The portion of the Contract Documents setting forth various conditions and requirements of the Contract. |

| Term | Definition |
|---|---|
| General Requirements | The provisions of Division 01 (1) CSI sections that shall apply to the entire work. |
| GMP | Guaranteed Maximum Price and/or accompany documentation for a GMP |
| Health and Safety Plan (H&SP) | PM/D's detailed provisions for compliance with all applicable health and safety laws, orders and regulations. (See the "Performance" Section of the General Conditions.) |
| Liquidated Damages | Damages specified in the "Liquidated Damages" Section of the Contract, payable to Owner for PM/D's failure to complete the work specified for a GMP scope of work within the Schedule of Performance. |
| Lump Sum (LS) | "Lump Sum", "L.S.", or "Job" prices are paid according to a flat total for all labor, materials, overhead, and other costs associated with the work item. (See the "Payments" Section of the General Conditions.) |
| Manifests | Required documents that identify the generator, transporter, disposal facility and type of hazardous material(s). Manifests include, but are not limited to: documents entitled Uniform Hazardous Waste Manifest(s), Bills of lading, or similar documentation concerning the handling, transportation, and disposal of materials (See the "Hazardous Or Contaminated Materials" subsection of the "Performance" Section of the General Conditions.) |
| Notice of Completion | The document recorded by Owner in accordance with Civil Code Section 8182 after completion of the work. |
| Notice of Termination | Owner's notice to PM/D specifying the effective date of a termination of the Contract (in whole or in part), as provided by the "Termination For Convenience Of Owner" Section of the General Conditions. |
| Owner | The County of Orange, a political subdivision of the State of California, and its representatives, alternate designation, County. |
| OCPW | Orange County Public Works, a County of Orange Agency/Department |
| Party / Parties | The Owner and/or PM/D. |
| Plans and Specifications | The drawings, profiles, cross sections, standard plans, working drawings, specifications, and shop drawings, or reproductions thereof, approved by Owner, which show the location, character, dimensions, or details of the Project. An index of all of the Plans and Specifications as of the date of this Contract is included in **Exhibit __**. |
| Pre-Qualification Questionnaires | Pre-qualification questionnaires for pre-qualifying certain Contractors for the Project developed by PM/D and/or CMAR in compliance with all applicable laws and approved by Owner, in its sole and absolute discretion, prior to any actual pre-qualification of contractors, bid solicitation or construction. |

| Term | Definition |
|---|---|
| Professional Services Fixed Fee | The total lump sum fixed fee amount identified in Attachment A to the Design Agreement to be paid by Owner to PM/D for all Project related program management, development, and construction management services to be performed by PM/D under both the Design Agreement and this Contract. This fee is inclusive of all overhead, administrative costs, development/program management and construction management. This fee is exclusive of any fees or costs of CMAR, Consultants, Contractors, laborers, materials, equipment, allowable reimbursable expenses (e.g., Project-related printing costs, legal costs, insurance, etc.) or other direct or indirect costs incurred by PM/D in constructing and installing the Project pursuant to this Contract, and which amount is included within the Guaranteed Maximum Price. |
| PM/D | Griffin Structures, Inc., who is acting as the Program Manager and Developer of the Project, who will hire the Consultants to prepare the working drawings, hire the CMAR to manage the construction of the Project, and have overall responsibility for the development and construction of the Project. |
| Project | All work performed by PM/D as required by, and in accordance with, the Contract Documents. |
| Project Manager (PM) | The Owner representative identified in the Contract Documents or otherwise specified by Owner in writing. |
| Project Work | All necessary construction scheduling, planning, permitting, bidding, demolition, and construction work required to undertake and complete construction of the work in accordance with the Contract Documents. |
| Reimbursable Expenses | Out-of-pocket expenses incurred by PM/D in performing its obligations under this Contract, where such expenses are not otherwise included in the GMP, including: (a) reasonable expenses of reproduction as necessary for the rendition of services hereunder; (b) expense of courier and overnight delivery of Plans and other Project-related documents; (c) expense of models, renderings, presentation materials, and photographs authorized in writing by Owner; (d) expenses of special Consultants when authorized in advance in writing by Owner; (e) reasonable travel expenses for extraordinary travel requests when authorized in writing by Owner; (f) expenses for PM/D's commercial general liability, auto liability, employer's liability, and professional liability insurance; (g) utility expenses for temporary utilities for the Project Site; and (h) such other expenses incurred in connection with the Project when specifically authorized in advance in writing by Owner. The Reimbursable Expenses are included in, and subject to, the GMP. In no event will the amount of Reimbursable Expenses incurred by PM/D increase a GMP |
| Request for Change | PM/D's request that Owner issue a Change Order. |
| Retention | The amount of progress payments withheld by Owner as security for PM/D's complete and proper performance of the Contract as provided by the "Payments" Section of the General Conditions. |

| Term | Definition |
|---|---|
| Retention Payment | Payment of the Retention in accordance with Public Contract Code 7107 and the "Retention Payment" Section of the General Conditions. |
| Savings | The difference (if a positive number) obtained by subtracting (a) the total aggregate sum of allowed costs per GMP from (b) the authorized GMP per the same scope of work. Allowed costs are those direct and indirect costs incurred by PM/D for any Project Work required or reasonably inferable from the Project Documents for the Project. PM/D will separately track all Savings (whether inuring from the buy-out process, from cash discounts, or otherwise). With each application for payment, PM/D will provide Owner with its accounting of these Savings, if any. PM/D may, in its sole discretion, allocate Savings between and among its line items for any allowed cost within the same GMP scope of work; provided that PM/D advises Owner in writing of its use, and provided further that PM/D may not, in any event, allocate any Savings to increase its Professional Services Fixed Fee. Any Savings are available to PM/D to pay for any allowed costs within the same scope of work, but excluding increases in the Professional Services Fixed Fee. |
| Schedule of Performance | The schedule for the performance of a GMP scope of work as attached hereto and incorporated herein by this reference. The Schedule of Performance is a critical path method project schedule; consequently, PM/D's completion of the Project Work in accordance with the Schedule of Performance is conditioned upon Owner performing all of its obligations under this Contract in a reasonably timely manner in accordance with the Schedule of Performance including, without limitation, making progress payments and providing necessary approvals and replies to Bid Documents, submittals, and requests for information. All references in this Contract to the Schedule of Performance mean the Schedule of Performance as it may be adjusted for delays. Owner's payment of progress payments shall not be considered as affecting the Schedule of Performance when Owner is legally withholding progress payments. |
| Schedule of Values | Detailed breakdown by discipline or unit prices and costs as defined for the project in the Schedule of Values in the Construction Agreement and its General Conditions, as attached hereto. |
| Schedule Update(s) | PM/D's monthly update of work progress. (See the "Project Schedules" and "Payments" Sections of the General Conditions.) |
| Contractor(s) | Those contractors independently engaged by PM/D or CMAR to perform portions of the work. |
| Submittals | Items that the Contract Documents require PM/D to submit to Owner after award of the Contract and issuance of the Notice to Proceed, as provided by the "Submittals" Section of the General Conditions, but specifically excluding Contractor shop drawings and product data submittals. |

| Term | Definition |
|---|---|
| Substantial Completion | The date on which the Project Work has progressed to the point where, in the opinion of Owner and Architect, Owner has either the occupation, beneficial use, and enjoyment of the Project, excluding any operation only for testing, startup, or commissioning, or the legal right to occupy the Project. A "**Certificate of Substantial Completion**" signed by the Architect, PM/D, and Owner shall evidence this date. The terms "substantially complete" and "substantially completed" as applied to the Project Work refer to Substantial Completion thereof. **"Scheduled Substantial Completion Date"** means the date set forth in the Schedule of Performance for PM/D to achieve Substantial Completion of the Project Work. The Scheduled Substantial Completion Date may be adjusted in accordance with the provisions of this Contract. |
| Supplementary General Conditions | The portion of the Contract Documents identified describing additions and revisions to the General Conditions setting forth conditions and requirements peculiar to the Project. |
| Traffic Control Plan (TCP) | CMAR's provisions for coordination of its traffic at the Project site. (See the "Performance" Section of the General Conditions.) |
| Unilateral Change Order | A Change Order issued by the Owner where Owner and PM/D cannot reach an agreement on a proposed modification to the Contract. |

## 2. A-E STATUS

Unless otherwise expressly stated in the Contract between PM/D and the Owner, the A-E is responsible to the PM/D for the preparation of adequate drawings, specifications, and reports within the scope of the A-E's contract. A-E services normally include checking of shop drawings, equipment submittals and material lists; recommendations to the PM/D regarding proposed substitutions; furnishing consultation and advice to the PM/D to clarify the intent of the drawings and specifications and on questions that may arise during construction. A-E shall have access to observe work at all times wherever it is in preparation or progress. A-E does not have the authority to act for the PM/D or to stop work. Should the A-E observe work which in A-E's judgment, should be stopped to prevent damage, injury, loss, or error, A-E should notify the PM/D and the Owner's representative without delay.

## 3. COMPLIANCE WITH LAWS AND REGULATIONS

PM/D and its CMAR shall adhere to and obey all applicable laws, statutes, codes, ordinances, rules, regulations, tariffs, and orders of any local, State, or federal governmental or regulatory body having jurisdiction over the Project that are applicable to the conduct of PM/D and CMAR.

## 4. CONTRACTOR'S LICENSE

At all times during the term of this Contract, CMAR shall: (a) maintain in good standing all licenses required by the State of California or any other governmental entity for it to perform the work required under the Contract; and (b) comply in all respects with the California Contractors' State License Law, Business & Professions Code Section 7000, et seq.

## 4.1 LICENSED CONTRACTOR

Each Contractor selected for the work shall be licensed in the State of California in the Contractor's particular field.

**4.2 COMMUNICATIONS**

Communications with Contractors shall be made through PM/D except when in emergency situations PM/D is not readily available, in which case detailed instructions shall be transmitted to CMAR or Contractors directly.

**4.3 RESPONSIBILITY**

PM/D shall give personal attention to the fulfillment of the work and shall keep the work under its control. PM/D shall be equally responsible for all work required by the Contract Documents and the acts and omissions of Contractors and all persons directly or indirectly employed by them as PM/D is for PM/D's acts and omissions and of persons directly or indirectly employed by PM/D. PM/D shall indemnify and hold Owner harmless with respect to the activities of each and every Contractor in the same manner and to the same degree as if such Contractor were the PM/D's employee. PM/D shall pay each Contractor promptly the amount allowed PM/D on account of such Contractor's work to the extent of such Contractor's interest therein.

**4.4 CONTRACTUAL RELATIONS**

Nothing contained in this Contract shall create any contractual relations between Owner and any Contractor.

**4.5 LISTING AND SUBSTITUTION OF CONTRACTORS**

PM/D and CMAR shall comply with the Subletting and Subcontracting Fair Practices Act, California Public Contract Code Sections 4100 et seq. PM/D may not substitute a person or entity in place of any Contractor listed in the GMP except with Owner's written approval in compliance with the provisions of Public Contract Code Sections 4107 et seq.

**5. INTERPRETATION OF CONTRACT DOCUMENTS**

**5.1 PLANS AND SPECIFICATIONS**

5.1.1 Checking: PM/D shall review all Contract Documents immediately upon receiving them and shall promptly notify OWNER of any discrepancies. PM/D shall notify Owner about the absence of a specification or detail, and such absence shall not excuse CMAR from following standard practices in the industry. Dimensions marked on drawings shall in general be followed in preference to scale measurements. Larger-scale, more detailed drawings shall in general govern over smaller-scale, less detailed drawings. Architectural and engineering schedules shall take precedence over other portions of the Plans. PM/D shall compare all Plans and verify the dimensions before laying out the work and will be responsible for any errors that might have been avoided by doing so. If measurements are affected by site conditions, PM/D shall take new measurements for which PM/D bears full responsibility, and which shall be treated as if represented in the Plans and Special Provisions.

5.1.2 Reserved

5.1.3 Reserved

5.1.4 Documents at the Site: PM/D shall keep available at the site for ready reference a complete set of the Contract Documents. PM/D also shall maintain a complete set of approved shop drawings, manufacturers' recommendations and instructions at the site. PM/D shall provide Owner with a set of manufacturers' recommendations and instructions.

5.1.5 "As-Built" Plans at the Site: PM/D shall maintain at the site a complete "As-Built" set of Plans for the Project. PM/D shall update the As-Built Plans on a regular basis. PM/D shall make As-Built Plans available to Owner immediately upon request. Prior to final payment, PM/D shall deliver a complete set of the As-Built Plans to Owner in a format acceptable to Owner and suitable for use in preparing a reproducible set of record drawings for the Project.

5.1.6 Deviations: PM/D shall not deviate from the Plans and the dimensions shown therein, whether or not PM/D believes an error exists, without first obtaining Owner's written permission for the deviation, except as provided in Section 16.

**5.2 PRECEDENCE OF CONTRACT DOCUMENTS**

If there is a conflict among Contract Documents, the document highest in precedence shall control. If there is a conflict between the Building 16 Basis of Design, dated _____ and attached hereto as Exhibit __, and the A-E Guide attached hereto as Exhibit __, then the Basis of Design shall govern.

The precedence shall be:

5.2.1 Permits and applicable regulations as may be provided by law or that govern the site;
5.2.2 Amendments and Change Orders;
5.2.3 Agreement;
5.2.4 Addenda and Bulletins;
5.2.5 Supplementary General Conditions;
5.2.6 General Conditions;
5.2.7 Plans;
5.2.8 Specifications; and
5.2.9 Attachments and Appendices.

**6 PRE-CONSTRUCTION**

**6.1 CONTRACTOR'S PRE-CONSTRUCTION OBLIGATIONS**

Prior to beginning construction and again before starting a section of work, PM/D, CMAR and each of their desired Contractors shall carefully examine all preparatory work that has been executed to receive the work. PM/D and CMAR shall check carefully to ensure that the work and adjacent, related work, will finish to proper contours, planes, and levels. PM/D shall promptly notify the Owner of any defects or imperfections in preparatory work being performed by Owner or its agent(s) which will in any way, affect satisfactory completion of his work. Absence of such notification will be construed as an acceptance of preparatory work, and later claims of defects or delays therein will not be recognized, unless such notification is related to work being performed by Owner or its agent(s). Under no condition shall a section of work proceed prior to preparatory work having been completed, cured, dried, and otherwise made satisfactory to receive such related work. Responsibility for timely installation of all materials rests solely with the PM/D, who shall maintain coordination control at all times. PM/D's, CMAR's or each Contractor's commencement of the work of its trade will be interpreted as PM/D's acceptance of existing conditions over which the new work must be placed, installed, or otherwise performed.

## 7 BONDS, INDEMNITY, AND INSURANCE

### 7.1 BONDS

7.1.1 Payment and Performance Bonds

Within 10 days after award of the Contract, PM/D shall cause CMAR to furnish a payment bond for 100% of the amount of the construction portion of the GMP Price, in accordance with Civil Code Section 9554, and a performance bond for 100% of the amount of the construction portion of the GMP Price, guaranteeing the faithful performance of the Contract. CMAR shall take steps to assure that the penal sum of the bonds shall be increased by the amount of any additive adjustments to the Contract Price as a result of Change Orders, if necessary.

The payment and performance bonds must each be issued by a surety that: (i) is authorized by the California Insurance Commissioner to transact surety insurance in the State of California; (ii) has assets exceeding its liabilities in an amount equal to or in excess of the amount of the bonds; and (iii) acts in compliance with Insurance Code Section 12090.

The payment and performance bonds shall be in the form attached hereto.

7.1.2 Owner's Right to Replace Surety

If any surety upon any bond furnished in connection with this Contract becomes objectionable to Owner and fails to submit to Owner the documents described in California Code of Civil Procedure Sections 995.660(a)(1) through (a)(4) within the time specified in those Sections, then CMAR shall promptly furnish such additional security as may be reasonably required by Owner to protect the interests of Owner and of persons entitled to make a claim against the payment bond as of that time. Failure to furnish such additional security shall constitute a material breach of the agreement.

7.1.3 Warranty Bond

CMAR may elect to deliver to Owner, substantially in the form of the County's standard Defective Materials and Workmanship Bond in the amount of 10% of the construction costs for the Project, concurrent with the release of the Performance Bond, a warranty bond conditioned upon CMAR correcting any defective work of improvement or materials incorporated into the Project that is discovered within one (1) year following Substantial Completion of the Project. In lieu of a warranty bond, CMAR, at its election, may extend the Performance Bond for one year following Substantial Completion of the Project to cover defective materials and workmanship.

### 7.2 INDEMNIFICATION

7.2.1 To the maximum extent allowable by law, PM/D agrees to indemnify, defend with counsel reasonably approved in writing by Owner, and hold Owner, its elected and appointed officials, officers, employees, agents and those special districts and agencies for which Owner's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any loss, injury, liability claims, demands, costs and expenses whether incurred by or made against Owner or County Indemnitees of any kind or nature, including but not limited to personal injury or property damage, to the extent arising from or related to the negligent or defective services, products or other performance provided by PM/D pursuant to this Contract. This indemnity applies even in the event of County Indemnitees' concurrent fault, except that nothing in this indemnification provision shall be construed to require PM/D to indemnify County Indemnitees for losses caused by County Indemnitees' active negligence, sole negligence, willful misconduct, or defects in design furnished by them.

7.2.2 If judgment is entered against PM/D and Owner by a court of competent jurisdiction because of the concurrent active negligence of Owner or County Indemnitees, PM/D and Owner agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

7.2.3 To the maximum extent allowable by law, Owner agrees to indemnify, defend with counsel reasonably approved in writing by PM/D, and hold PM/D, its officers, directors, employees, and agents (including CMAR, Consultants, and Contractors) ("PM/D Indemnitees") harmless from any loss, injury, liability claims, demands, costs and expenses whether incurred by or made against PM/D or PM/D Indemnitees of any kind or nature, including but not limited to personal injury or property damage, to the extent arising from or related to the negligent acts or omissions of Owner or any breach or default by Owner of its obligations under this Contract. This indemnity applies even in the event of PM/D Indemnitees' concurrent fault, except that nothing in this indemnification provision shall be construed to require Owner to indemnify PM/D Indemnitees for losses caused by PM/D Indemnitees' active negligence, sole negligence, willful misconduct, or defects in design furnished by them.

**7.3 INSURANCE**

Prior to the provision of services under this Contract, PM/D agrees to purchase all required insurance at PM/D's expense, including all endorsements required herein, necessary to satisfy the Owner that the insurance provisions of this Contract have been complied with. PM/D agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with Owner during the entire term of this Contract. In addition, CMAR and all Contractors performing work on behalf of PM/D pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for PM/D, except to the extent modified by the Bid Documents approved by Owner. Owner reserves the right to request the declarations pages showing all endorsements and a complete copy of the policy. All Contractors performing work on behalf of PM/D pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for CMAR, except to the extent modified by the Bid Documents approved by Owner.

PM/D shall ensure that all Contractors performing work on behalf of PM/D pursuant to this Contract shall be covered under Contractor's insurance as an additional insured or maintain insurance subject to the same terms and conditions as set forth herein for CMAR with limits as outlined in Section 7.3.2, except to the extent modified by the Bid Documents approved by owner. CMAR shall not allow Contractors to work if Contractors have less than the level of coverage required by this Contract. It is the obligation of CMAR to provide notice of the insurance requirements to every Contractor and to receive proof of insurance prior to allowing any Contractor to begin work. Such proof of insurance must be maintained by CMAR through the term of this Contract for inspection by Owner at any reasonable time.

Any deductibles or self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. If no deductibles or SIRs apply, PM/D, CMAR, or the Contractor shall cause this to be shown on the Certificate of Insurance with a zero ("0") by the appropriate line of coverage. Any deductible or SIR in an amount in excess of $25,000 ($5,000 for automobile liability) shall be specifically approved by Owner's County Executive Office (CEO)/Office of Risk Management following review of CMAR's current audited financial report. PM/D shall be responsible for reimbursement of any deductible to the insurer. Upon notice of any actual or alleged claim or loss arising out of any Contractor's work hereunder, PM/D is responsible to ensure that Contractor

immediately satisfies in full the deductible or SIR provisions of the policy in order to trigger coverage for PM/D and additional insureds.
If PM/D fails to maintain insurance acceptable to Owner for the full term of this Contract, Owner may terminate this Contract pursuant to the "Termination for Cause" Section of these General Conditions.

7.3.1 Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com)**. It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, Owner retains the right to approve or reject a carrier after a review of the carrier's performance and financial ratings.

7.3.2 Minimum Policy Limits and Coverage

The policy or policies of insurance maintained by the PM/D shall provide the minimum limits and coverage as set forth below:

| **Coverage** | **Minimum Limit(s)** |
|---|---|
| Commercial General Liability | $1,000,000 per occurrence<br>$2,000,000 aggregate |
| Automobile Liability including coverage for owned, non-owned and hired vehicles | $1,000,000 per occurrence |
| Workers' Compensation | Statutory |
| Employers' Liability Insurance | $1,000,000 per occurrence |

The policy or policies of insurance maintained by the CMAR shall provide the minimum limits and coverage as set forth below:

| **Coverage** | **Minimum Limit(s)** |
|---|---|
| Commercial General Liability | $10,000,000 per occurrence<br>$20,000,000 aggregate |
| Automobile Liability including coverage for owned, non-owned and hired vehicles | $5,000,000 per occurrence |
| Workers' Compensation | Statutory |
| Employers' Liability Insurance | $1,000,000 per occurrence |
| Environmental/Pollution Liability*<br>Including Coverage for Non-Owned Disposal Sites | $5,000,000 per claims made or occurrence |

Minimum Policy Limits and Coverage for Contractors

| | |
|---|---|
| Commercial General Liability | $1,000,000 per occurrence<br>$2,000,000 aggregate |
| Automobile Liability including coverage for owned, non-owned and hired vehicles | $1,000,000 per occurrence |
| Workers' Compensation | Statutory |
| Employers' Liability Insurance | $1,000,000 per occurrence |

7.3.3 Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

7.3.4 Required Endorsements

1) The Commercial General Liability and Environmental/Pollution Liability policies shall contain the following endorsements, which shall accompany the Certificate of Insurance:
2) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange and its elected and appointed officials, officers, and employees as additional insureds.
3) A primary non-contributing endorsement evidencing that PM/D's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
4) A Products and Completed Operations endorsement using ISO Form CG2037 (ed. 10/01) or a form at least as broad, or an acceptable alternative is the ISO from CG2010 (ed. 11/85).
5) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, and employees when acting within the scope of their appointment or employment.

All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, and employees when acting within the scope of their appointment or employment.
PM/D shall notify Owner in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to Owner. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which Owner may suspend or terminate this Contract pursuant to the "Termination for Cause" Section of these General Conditions.

If CMAR's Pollution Liability policy is a "claims made" policy, CMAR shall agree to maintain pollution liability coverage for five (5) years following completion of Agreement.

The Commercial General Liability policy shall contain a severability of interests clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded pursuant to the "Written Notices" Section of these General Conditions.

Owner expressly retains the right to require PM/D to increase or decrease minimum limits of any of the above insurance types throughout the term of this Contract subject to such insurance being available at commercially reasonable rates and provided that Owner pays for the cost of the increased insurance premium. Subject to the preceding sentence, any increase or decrease in insurance will be as deemed by Owner's Risk Manager as appropriate to adequately protect Owner.

Subject to the preceding paragraph, Owner shall notify PM/D in writing of changes in the insurance requirements. If PM/D does not deposit copies of acceptable certificates of insurance and endorsements with Owner incorporating such changes within thirty days of receipt of such notice, PM/D may be deemed in breach without further notice to PM/D, and Owner shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit PM/D's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor in any way to reduce the policy coverage and limits available from the insurer.

7.3.5 Builder's Risk Insurance

Owner shall secure and maintain Builder's Risk insurance upon the entire Project for new construction amounting to 100% of the insurable value of the Project. The Builder's Risk policy is an All Risk policy, including coverage for earthquake and flood risks. PM/D, CMAR and Contractors are included as loss payees, as their interests appear.

The Builder's Risk policy shall not be required to cover any tools, equipment or supplies, unless such tools, equipment, or supplies are part of the Project. CMAR shall be responsible for securing and maintaining appropriate insurance on any tools, equipment, or supplies that are not part of the Project.

PM/D is responsible for the entire deductible amount of any and all Builder's Risk claims against Owner's Builder's Risk policy. The deductible applies per claim, and the deductible shall not exceed $10,000 per claim. Any loss claim under this insurance is to be coordinated with Owner.

Owner and PM/D waive all rights against each other and the Contractors, officers, and employees of each other, and PM/D waives all rights against Owner's separate contractors, if any, and their subcontractors, sub-subcontractors, officers and employees for damages caused by fire or other perils to the extent paid by the Builder's Risk insurance, except such rights as they may have to the proceeds of such insurance. CMAR shall require of its Contractors, by appropriate agreements, similar waivers, each in favor of all other parties enumerated in the preceding sentence.

## 7.4 RESPONSIBILITY FOR DAMAGES OR INJURY

7.4.1 Owner and its officers and employees shall not be liable in any manner for any loss or damage to any portion of the work, any loss or damage to any of the materials or equipment used in the work, or any injury to any person or property by any cause that should reasonably have been prevented by PM/D, its employees, or the Contractors. The preceding will not prevent PM/D or CMAR from making a claim against the builder's risk policy for any such loss or damage, and

will not act as a defense to the builder's risk carrier. CMAR shall indemnify and defend Owner against any claims or liability under this section pursuant to the "Indemnification Provisions" Section of these General Conditions.

7.4.2 PM/D shall remove and dispose of any waste materials, including soils or other materials that become contaminated directly or indirectly as a result of PM/D's negligent performance under this Contract, according to the "Hazardous or Contaminated Materials" Section of the General Conditions. PM/D will not be considered a generator of hazardous material preexisting at the project site unless PM/D, or a consultant or contractor under PM/D, negligently handles said hazardous materials.

7.4.3 Payment of any penalties, fines, or other liability assessed to Owner by regulatory agencies due to PM/D's or any Contractor's negligent action or inaction in performing the work shall be PM/D's sole responsibility, except for penalties, fines or other liability assessed to Owner based on pre-existing conditions of the property, unless negligently handled by PM/D or CMAR.

7.4.4 PM/D shall pay any assessments or damages covered by this Section directly, or, at Owner's discretion, Owner may pay or retain the amount of such assessments or damages and deduct its costs from payments owed or as they become due to PM/D.

## 8 SCHEDULES, SUBMITTALS, SUBSTITUTIONS, AND INSPECTIONS

### 8.1 CONSTRUCTION SCHEDULES

8.1.1 Construction Schedules: As part of GMP, PM/D shall submit to Owner for Owner's review an initial construction progress schedule.

Once the Notice to Proceed is issued for construction work under an agreed upon GMP phase, the Construction Schedule shall be updated to reflect the Contract Time as defined in the Contract. Unless a specific software application is called for elsewhere in the Contract Documents, PM/D will require CMAR shall use Microsoft Project, SureTrak Project Manager, Primavera Project Planner, or other scheduling software acceptable to Owner to configure all versions of its job progress schedule. PM/D will require CMAR to prepare the Construction Schedule using the critical path format. Schedule activities shall be of sufficient detail to assure that adequate planning has been done for proper execution of all of the construction work. The construction progress schedule shall show the sequence, duration, and interdependence of activities required for the complete performance of all of the construction work.

PM/D will require CMAR to include on the Construction Schedule the schedule for submittals, shop drawings, procurement, fabrication, and delivery for major materials and equipment required for the Project,. PM/D will provide Owner with electronic access to the submittals. After the initial Construction Schedule is accepted by Owner (which acceptance will not be unreasonably withheld, conditioned, or delayed), it will be designated as the "Accepted Construction Schedule". An Accepted Construction Schedule is a condition precedent to Owner's obligation to make the initial progress payment to PM/D for construction costs (understanding that there will be progress payments made to PM/D prior to the first request for construction costs, as PM/D will bill for the working drawings, pre-qualification and bidding, and other similar services prior to the commencement of construction).

8.1.2 Weekly Meetings and Look-Ahead Charts: PM/D shall chair weekly meetings with Owner and the construction team during which the parties shall exchange information regarding the actual progress of construction. Owner, PM/D, and CMAR shall attempt to agree upon quantities and percentages of completion that reflect the actual progress of construction. At each meeting CMAR shall submit 4 copies of a 3-week look-ahead chart. The 3-week look-ahead chart shall include only those activities that will be started, in progress, or completed during the next 2-week

period. The format of the look-ahead chart shall be subject to Owner's approval, which will not be unreasonably withheld.

8.1.3 Monthly Schedule Updates: Each month, PM/D shall submit to Owner for its review an update of the Accepted Construction Schedule. The monthly Schedule Update shall reflect agreed assessments of actual completion reached during weekly meetings. If Owner and PM/D cannot agree, then PM/D shall use Owner's good faith assessment of actual progress to prepare the Schedule Update. PM/D's monthly Schedule Update shall include: (a) a diagram showing the target versus actual dates for each activity; (b) an updated critical path method report; and (c) a narrative report that includes, but is not limited to, a description of problems, current and anticipated delays and their causes, impacts of delays, and corrective actions that PM/D has taken or proposes to take to overcome problems and recover from delays. PM/D shall identify any events that will delay the completion of an interim milestone or the completion of the overall Project in the monthly Schedule Update, to the extent known at the time. On Owner's acceptance of the monthly Schedule Update (which acceptance will not be unreasonably withheld, conditioned, or delayed), it shall become the current Accepted Construction Schedule. Any request for an extension of the Contract Time must be based on the Accepted Construction Schedule. The submission of an acceptable monthly Schedule Update will be part of the basis of the progress payment and shall be a condition precedent to Owner's obligation to make such progress payment to PM/D for progress payments that request construction costs.

8.1.4 Recovery Schedule: If any activity on the critical path is more than 7 days behind the Accepted Construction Schedule and it appears that PM/D may not complete all work within the Contract Time, then Owner may require PM/D to submit a recovery schedule demonstrating its proposed plan to make up all lost time and complete the Project within the Contract Time. PM/D shall submit its recovery schedule within 14 calendar days of Owner's request. If Owner finds the proposed recovery schedule unacceptable, it may require PM/D to submit a revised plan or to take actions that are, in Owner's judgment, necessary to recapture lost time, including but not limited to increasing: (a) manpower; (b) the number of working hours per day; (c) the shifts per working day; (d) the number of working days per week; (e) the amount of equipment; or (f) any combination of the foregoing. PM/D's entitlement to additional compensation, if any, will be determined in accordance with the provisions of the "Changes" Section of the General Conditions. PM/D's compliance with this section to provide a recovery schedule will not be deemed a concession that PM/D is behind schedule or a waiver of PM/D's right to make a claim for additional time and/or costs (including a claim for acceleration).

## 8.2 SCHEDULE OF VALUES

Within 14 calendar days of the issuance of the Notice to Proceed, PM/D shall submit a proposed Schedule of Values for Owner's review and approval. The Schedule of Values shall include sufficient detail and be supported by sufficient data as Owner, in its sole but reasonable discretion, may deem necessary to substantiate its accuracy and to evaluate progress at any point in the Project. The Schedule of Values shall include the general categories noted in the GMP, subdivided into their various components for the costs of trade subcontractors' services, labor, and material based when possible upon actual subcontract, purchase order, or vendor prices. Subdivisions of work should be described by easily identifiable and measurable units.

The data from the Schedule of Values shall be transferred and correspond directly to the appropriate construction activities on Construction Schedule. Owner will accept the Schedule of Values with review of the Construction Schedule, which acceptance will not be unreasonably withheld, conditioned, or delayed. The Schedule of Values along with the Construction Schedule will be part of the basis for PM/D's Progress Payment Request (understanding that PM/D's

Progress Payment Requests may also include requests for payment for A-E services, pre-qualification and bidding, and other matters) and therefore, must be reviewed by Owner before the first Progress Payment Request that includes payments for construction costs is submitted to Owner.

To substantiate the accuracy of the Schedule of Values, Owner and PM/D may review such supporting data as Owner may require which includes, but is not limited to, construction contracts, material contracts, supply and services contracts, etc., to the extent available.

## 8.3 CONTRACTOR'S SUBMITTALS

8.3.1 General: Include within the Construction Schedule a schedule for submittals ("submittal schedule") in accordance with Contract Time and Contract Document requirements.

PM/D shall prepare and submit a progress schedule for himself, each Contractor Owner reasonably deems necessary and supplier, showing anticipated dates for submittals of construction data. Schedule shall allow for lead time required for subcontractors, material and equipment manufacturers, fabricators and suppliers, delivery of materials and equipment, in sufficient time for installation without delaying any portion of the work.

PM/D shall allow Owner staff to concurrently review all submittals prepare d by A/E, CMAR or any Contractor in a reasonably timely manner in accordance with the Schedule of Performance.

## 8.4 SUBSTITUTIONS – BRAND OR TRADE NAMES

8.4.1 Whenever the Contract Documents specify any materials, products, things, or services by brand, trade, or proprietary name, by patent, or by manufacturer, such specifications shall be deemed to be a measure of quality and utility or a standard and shall be deemed to be followed by the words "or equal".

8.4.2 If PM/D desires to use any other brand or manufacturer of equal quality, performance, and utility to that specified, it shall apply to Owner in writing within 35 days after the award of the applicable Construction Contract. PM/D shall submit to Owner 6 copies of each application for an "or equal" determination. PM/D's application shall include all information required for Owner to evaluate the substitute items, including but not limited to shop drawings, product data, and certified test results.

8.4.3 PM/D shall have the item tested as required by Owner to determine that the quality, strength, performance, physical, chemical, or other characteristics including but not limited to durability, finish, efficiency, dimensions, service, suitability, and compatibility with Owner's operations are such that the item will be equal in quality and utility to the item specified. PM/D'S written application constitutes its representation that:

a) PM/D has investigated the proposed item and determined that it meets or exceeds in all respects the quality, performance, and utility of the specified item.

b) PM/D will provide the same warranty as for the specified item.

c) PM/D will coordinate installation and make such modifications, which may be required for the work to be complete in all respects, with no addition to the Contract Time or the Contract Price.

d) PM/D waives all claims for reimbursement for additional costs which may subsequently become apparent by reason of the acceptance and use of such "or equal" materials, equipment, products, processes, or articles.

8.4.4 Owner will then determine, in its sole discretion, whether or not the proposed materials, products, things, or services are equal in quality, performance, and utility to those specified, and its decision shall be final and binding. PM/D shall not use or install any materials, products, things, or services proposed as "or equal" without owner's prior approval. PM/D shall remain solely responsible for the suitability of such proposed material, products, things, or services notwithstanding any determination by Owner. PM/D shall bear all expenses associated with its application for determination of "or equal" status.

8.4.5 Any request by PM/D to change materials, products, things, or services required by the Contract Documents that does not fall within the above provisions relating to Public Contract Code Section 3400 shall be considered pursuant to the "Changes" Section of these General Conditions. Owner will determine, in its sole discretion, whether or not to accept the requested change.

## 9 PAYMENTS

### 9.1 PAYMENT REQUIREMENTS

9.1.1 Form and Contents of Applications for Payment: PM/D must submit applications for payment on a form approved by Owner.

Each application for payment must include:

a) An accepted Schedule of Values and monthly Schedule Update with a narrative report (if requested), all approved in writing by Owner and all developed in accordance with the "Schedules, Submittals, Substitutions, And Inspections" Section of the General Conditions, to the extent that they are required (understanding that construction will commence later). PM/D's submissions of an Accepted Construction Schedule, monthly Schedule Updates, and Schedule of Values are conditions precedent to Owner's processing of applications for payments that request payment of construction costs;

b) Photographic documentation of completed work (as requested);

c) If requested, PM/D shall provide three copies of certified payrolls from PM/D and all Contractors for the period covered by the application for payment, with one copy having all pertinent information visible and two copies having the workers' names, addresses, and social security numbers blacked out or proof that the certified payrolls were electronically submitted to the DIR's eCPR system, if acceptable to Director;

d) Evidence satisfactory to Owner that PM/D is fulfilling its obligations under the Contract Documents with respect to preparing daily reports and maintaining up-to-date As-Built Plans;

e) Conditional waivers and releases on progress payment or final payment (as applicable) from PM/D, those Contractors of any tier, and those suppliers claiming funds covered by the application for payment, and unconditional waivers and releases on progress payment or final payment from PM/D, CMAR, those Contractors of any tier, and those suppliers who received funds through the preceding applications for payment, all in the form prescribed by Civil Code Sections 8120 through 8138 (provided, however, that with respect to Contractors and suppliers, unconditional waivers and releases will exclude the prior two months' payments); and

f) Any other administrative documentation as agreed upon.

The application for payment shall show the total value of work completed or partially completed as of the date of submission of the application for payment, including 100% of the value of materials delivered to the Project site and not yet incorporated into the

construction and long-lead time items, items specifically fabricated for the Project or specialized items (e.g., steel, curtain wall and glass, HVAC, generator, switch gear, light fixtures, and precast concrete), and at Owner's sole discretion, the value of the work completed may include between 50% and 100% of the value of materials delivered to PM/D and stored at locations other than the Project site, provided that PM/D furnishes Owner satisfactory evidence that PM/D has acquired title to the materials, the materials will be used on the Project, the materials are properly stored at a secure off-site location acceptable to Owner, and the materials at each storage location are segregated from any other materials there that are not intended for use on the Project. Owner will not pay PM/D for any materials at the Project site that are furnished but are not to be incorporated into the work.

Owner reserves the right to adjust a payment application if a prior payment application is determined to have been overstated or understated.

9.1.2 Lump Sum Work and Unit Prices: Owner shall pay for work shown on the Schedule of Values as "Lump Sum", "L.S.", or "Job" at the lump sum price shown. Any contract work for which a unit price has been agreed upon, will be paid for at the actual quantities constructed in accordance with the Contract Documents. Upon completion of the work, if the actual quantities show either an increase or decrease from the quantities stated in the agreement, the unit price stated will apply unless a change to the unit price is warranted under the "Changes" Section of the General Conditions.

9.1.3 Allowances: Payment for any Allowance identified in the Bid Schedule shall be for direct cost reimbursement only, unless the Bid Schedule identifies it as a "Time and Materials" or "T&M" item. Reimbursable direct costs shall be verified by invoices and shall include any amounts paid to third parties, and do not include markups, including but not limited to supervision, labor, overhead, or profit related to the item. Payment for Allowances based on T&M pricing shall be proposed by PM/D subject to Owner's acceptance using the same criteria and proposal breakdown as that specified in the "Time-and-Materials Change Orders" subsection of the "Changes" Section of the General Conditions. Any work to be performed in connection with any Allowance identified in the Bid Schedule must first be approved in writing by Owner. Any costs that exceed the maximum amount of any Allowance line item shall be addressed as a change to the Contract consistent with "Changes" Section of the General Conditions, but in such event there shall be no markup for overhead and profit on the additional actual costs. Upon completion of the Project, each Allowance will be corrected for unused balances and a credit to the Contract Price will be issued by Change Order to reflect the actual sums authorized for work as Allowance items.

9.1.4 Time for Submitting and Reviewing Applications for Payment: PM/D shall submit each application for payment to Owner for its review on the tenth day of the following month for which it is seeking payment. Owner will review the application for payment as soon as practicable and, no later than 7 days after receiving it or as provided by Public Contract Code Section 20104.50, will return to PM/D any application for payment that Owner determines is not a proper application for payment suitable for payment along with a written explanation of the reasons why the application for payment is not proper. The grounds on which the Owner may conclude the application for payment is not proper and not suitable for payment include, but are not limited, to: (i) the application is missing documents required under the preceding Section "Form and Contents of Applications for Payment"; (ii) the application does not accurately reflect the progress of the work; (iii) the quality of the work is not in conformance with the requirements of the Contract Documents; (iv) PM/D has failed to remedy defective work; (v) there are third party claims filed against Owner arising out of PM/D's work (provided that Owner is not in default of its payment obligations to PM/D); (vi) PM/D has failed to make payments properly to Contractors and suppliers (provided that Owner is not in default of its payment obligations to

PM/D); (vii) PM/D has damaged Owner's property or the work by or property of Owner's separate contractors; (viii) PM/D has repeatedly failed to carry out the work in accordance with the Contract Documents; or (ix) there is reasonable evidence that PM/D will not complete the work within the Contract Time and that the unpaid balance of the Contract Price would not be adequate to cover the Liquidated Damages for the anticipated delay.

9.1.5 Progress Payments: Within 30 days of receiving an undisputed, properly completed application for payment, or as provided by Public Contract Code (PCC) Section 20104.50, and pursuant to California PCC Section 9203, Owner shall pay to PM/D a sum equal to 95% of the value of the work completed since the commencement of the work, less all previous payments, plus a like percentage of the value of material delivered on the ground or stored subject to, or under the control of, the local agency, and unused. Owner shall hold 5% of the value of the work completed as Retention until the Retention Payment is made pursuant to Public Contract Code Section 7107. If Owner fails to timely make any progress payment, solely due to Owner's negligence and not in any way due to a deficient application for payment, and as a direct result of that failure PM/D is required to pay to its CMAR, Consultants, vendors, or Contractors additional amounts equivalent to statutory penalties, late charges, or accrued interest (collectively, "late charges"), then Owner will pay to PM/D those late charges in addition to the amount unpaid (and such late charges will result in an adjustment of the GMP in an amount equal to the amount of the late charges). Late charges will only be paid upon presentation to Owner of written evidence that the late charges were in fact owed and paid by PM/D. In addition to the late charges, PM/D may be entitled to interest pursuant to Public Contract Code Section 20104.50 if Owner fails to timely make any progress payment. No progress payment by Owner shall be considered to be Owner's acceptance of any part of the work.

9.1.6 Retention Payment: Payment of the Retention amount will be made in accordance with Public Contract Code Section 7107. If the Retention Payment is made before PM/D has complied with all of its obligations under the Contract, then payment of Retention shall not be interpreted as Final Payment, and shall not relieve PM/D of its obligations under the Final Payment provisions.

9.1.7 Final Payment: The Final Payment, if unencumbered, or any part thereof unencumbered, shall be made no later than 45days after PM/D completes the work and submits an application for Final Payment in proper form and suitable for payment. PM/D's work will not be complete until PM/D has delivered: (i) As-Built Plans suitable for use in preparing a reproducible set of record drawings for the Project; (ii) all operations and maintenance manuals; (iii) manufacturers', suppliers', and installers' warranties, guarantees, instruction sheets, and parts lists; and (iv) any other documents or information required by the Contract Documents as a condition to completion of the work.

PM/D's application for Final Payment shall include:

a) PM/D's affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Project have been paid or otherwise satisfied by PM/D; and

b) Conditional waivers and releases on Final Payment in the form prescribed by Civil Code Section 8136 from PM/D, its Contractors of any tier, and its suppliers who will receive funds from the Final Payment, listing with specificity any and all claims under or arising out of the Contract or the Project that remain unsettled.

9.1.8 Stop Payment Notices. If stop payment notices are filed against the Project or state, federal, or other governmental agency claims or liens are filed, then Owner may withhold the amount required by law from progress payments until such claims and liens have been resolved pursuant to applicable law. However, if the cause of the Stop Payment Notice is due to Owner's unexcused failure to pay PM/D in accordance with the terms of this Contract, then PM/D is

entitled to make a claim for direct damages incurred as a result of or arising out of the withholding.

**9.2 SUBSTITUTED SECURITY**

In accordance with Public Contract Code Section 22300 and at the request and expense of PM/D, Owner will accept securities equivalent to any amount withheld by Owner to ensure complete and proper performance under the Contract Documents, including the amount withheld as Retention under the "Payments" Section of the General Conditions. Substituted securities must meet the requirements of Public Contract Code Section 22300 and shall be deposited with Owner or with a California or federally chartered bank in California as escrow agent. The securities shall be held by the escrow agent subject to a written escrow agreement between Owner, PM/D, and escrow agent, which agreement shall be in a form substantially similar to that contained in Public Contract Code Section 22300.

**9.3 WAIVER OF CLAIMS**

Unless a shorter time is specified elsewhere in the Contract, on or before making its application for Final Payment, PM/D shall submit to Owner in writing all claims for compensation under or arising out of this Contract. PM/D's acceptance of Owner's payment in response to PM/D's application for Final Payment shall constitute a waiver of all claims against Owner under or arising out of this Contract except those previously made in writing and identified by PM/D as unsettled at the time of PM/D's application for Final Payment.

**10 LABOR CODE REQUIREMENTS**

PM/D and all Contractors shall comply with all applicable requirements of the Labor Code throughout the performance of the Contract, including but not limited to the following:

**10.1 WAGE RATES**

CMAR and any Contractors shall comply with the provisions of California Labor Code Sections 1771 et seq., and shall pay workers employed for construction of the Project on the Contract not less than the general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. CMAR shall post all job site notices as required by Labor Code Section 1771.4(a), including a copy of these wage rates for each craft, classification, or type of worker needed in the performance of this Contract. Copies of these rates are on file at the principal office of Owner's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If the Contract is federally funded, CMAR and any Contractors shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

**10.2 WAGE RATE PENALTY**

CMAR and any Contractors shall comply with the provisions of Labor Code Section 1775. PM/D, CMAR and any Contractors shall be subject to a penalty in an amount up to $200, or a higher amount as provided by Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any construction work done by the CMAR or Contractors under the Contract.

**10.3 WORK HOUR PENALTY**

As provided by Labor Code Section 1810, 8 hours of labor shall constitute a legal day's work, and 40 hours shall constitute a legal week's work. The time of service of any worker employed for

construction work under the Contract shall be restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as provided herein. PM/D shall forfeit to Owner $25, or a higher amount as provided by Labor Code Section 1813, for each worker employed in the performance of construction of the Project under this Contract by PM/D or CMAR or by any Contractors for each calendar day during which such construction worker is required or permitted to work more than the legal day's or week's work, except as provided by Labor Code Section 1815.

**10.4 REGISTRATION OF CONTRACTORS**

CMAR and all Contractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of the Contract.

**10.5 PAYROLL RECORDS**

CMAR and any Contractors shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.
The requirements of Labor Code Section 1776 provide in part:

10.5.1 CMAR and any Contractors performing any portion of the construction work under this Contract shall keep an accurate record, 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 CMAR or any Contractors in connection with the work.

10.5.2 Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:

a) The information contained in the payroll record is true and correct.

b) The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with the Contract.

10.5.3 The payroll records shall be certified and shall be available for inspection at the principal office of CMAR on the basis set forth in Labor Code Section 1776.

10.5.4 CMAR shall inform Owner of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.

10.5.5 Pursuant to Labor Code Section 1776, CMAR and any Contractors shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that CMAR or any Contractor fails to comply within the 10-day period, he or she shall, as a penalty to Owner, forfeit $100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each construction worker to whom the noncompliance pertains, until compliance is effectuated. PM/D acknowledges that, without limitation as to other remedies of enforcement available to Owner, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due PM/D. PM/D is not subject to a penalty assessment pursuant to this Section due to the failure of a Contractor to comply with this Section.

## 10.6 APPRENTICES

10.6.1 Unless the Contract involves a dollar amount less than that specified in Labor Code Section 1777.5, this Contract is governed by the provisions of Section 1777.5. PM/D shall comply with Labor Code Section 1777.5 for all apprenticeable occupations.

10.6.2 PM/D, CMAR and all Contractor(s) shall comply with Labor Code Section 1777.6, which forbids discriminatory practices in the employment of apprentices on any basis listed in Government Code Section 12940 (described in the "Nondiscrimination" Section of the General Conditions), except as provided in Labor Code Section 3077.

## 11 NONDISCRIMINATION

In the performance of the Contract, PM/D shall neither engage in nor permit its Contractors to engage in discrimination against any employee or applicant for employment on any basis listed in California Government Code Section 12940, including but not limited to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, as those bases are currently defined in Government Code Sections 12926 and 12926.1, or as they may be modified. This prohibition shall pertain to employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay and other forms of compensation; selection for training, including apprenticeship; and any other action or inaction pertaining to employment matters.

## 12 WARRANTY / GUARANTEES

## 12.1 WARRANTY

PM/D warrants that materials and equipment furnished under the Contract Documents will be new, of good quality, and carrying all available manufacturers' and installers' warranties; that construction will be of good and workmanlike quality; and that all of the work shall be performed in conformance with the requirements of the Contract Documents, industry standards, and manufacturers' recommendations. Work not conforming to these requirements shall be considered defective ("Defective Work"). Defective Work does not include damage caused by modifications not executed by CMAR or a Contractor, improper operation or maintenance, abuse, or normal wear and tear under normal usage.

## 12.2 ONE-YEAR CORRECTION PERIOD

For a period of not less than one year from the date of Substantial Completion, as evidenced by a Notice of Substantial Completion issued by the Architect, PM/D shall take immediate action to correct any Defective Work reported by Owner in writing. PM/D shall initiate corrective action on Defective Work affecting use of a facility, safety, or preservation of property within twenty-four (24) hours after notification. PM/D shall initiate corrective action on other Defective Work within ten (10) calendar days after notification. If PM/D fails to initiate corrective action within the specified times or fails to complete the corrective work within a reasonable time, Owner may take whatever corrective action it deems necessary. All reasonable costs incurred by Owner because of PM/D's failure to correct Defective Work during the one-year correction period shall be due and payable immediately by PM/D. The one-year correction period relates only to the specific obligation of PM/D to return to the Project site and correct Defective Work. The one-year correction period does not establish a period of limitations with respect to any of PM/D's other obligations under the Contract Documents, including but not limited to PM/D's warranty, and it has no relationship to the time within which Owner may seek to enforce the PM/D's obligation to

comply with the Contract Documents or to the time within which proceedings may be commenced to establish the PM/D's liability with respect to any of the PM/D's obligations.

**12.3 MANUFACTURERS' AND INSTALLERS' WARRANTIES**

All manufacturers' and installers' warranties received by PM/D shall be assignable to Owner, and upon abandonment, termination, or completion of the Contract shall be deemed, and hereby are, assigned to Owner. PM/D shall take actions necessary to preserve the full scope of all manufacturers' and installers' warranties for the benefit of Owner and shall take no action that would impair Owner's rights under any such warranties. Before Owner's acceptance of the work, PM/D shall deliver to Owner manufacturers' and installers' warranties, guarantees, instruction sheets, and parts lists, which are furnished with certain articles of materials incorporated in the work.

**12.4 SURVIVAL**

All of PM/D's warranty obligations shall survive abandonment, termination, and completion of the Contract. Neither Final Payment nor any other provision in the Contract Documents shall constitute Owner's acceptance of work not performed in accordance with the Contract Documents nor relieve PM/D of liability with respect to its warranty obligations or for Defective Work.

**13 PERFORMANCE**

**13.1 OBLIGATION TO REVIEW DOCUMENTS**

13.1.1 PM/D shall carefully study and compare all Contract Documents and shall at once report to Owner any error, inconsistency, or omission that PM/D may discover.

13.1.2 PM/D shall be responsible for the coordination of all trades so that all components are properly integrated into the construction. All significant conflicts in location shall be brought promptly to the attention of Owner. In the event of conflicts that cannot be anticipated and resolved by examination of the Contract Documents, the cost of changes ordered by Owner shall be compensated by Change Order.

**13.2 OTHER CONTRACTS**

Owner may undertake or award other contracts for simultaneous, collateral, or additional work adjacent to or within the work site. PM/D and CMAR shall fully cooperate with such other contractors and Owner, and carefully fit PM/D's own work to such other work as may be directed by Owner. PM/D shall be responsible for ascertaining the nature and extent of any simultaneous, collateral, or additional work by others. PM/D shall not commit or permit any act that will interfere with the performance of work by Owner or any other contractor, and shall cooperate in the coordination of its separate activities in a manner that shall not interfere with Owner's current facility operations and the activities of other contractors working in the area. Likewise, Owner shall not commit or permit any act that will interfere with the performance of work by PM/D, and shall cooperate in the coordination of its separate activities in a manner that shall not interfere with the activities of PM/D, CMAR, and the Contractors working in the area.

**13.3 PROTECTION**

13.3.1 PM/D shall require CMAR to take proper safety and health precautions to protect the work, the workers, the public, and the property of others. CMAR shall comply with the provisions of the

Construction Safety Orders issued by the State Division of Occupational Safety and Health. CMAR shall also be responsible for all materials delivered and work performed until completion and acceptance of the Project, except for any completed unit of construction that Owner may have previously accepted; provided, however, that the preceding will not prevent PM/D or CMAR from making a claim on the builder's risk policy.

13.3.2 PM/D shall require CMAR to maintain continuously reasonable measures for protection of all work from damage and shall take reasonableness precautions to protect Owner's personnel, invitees, and property from damage, injury, or loss arising in connection with this Contract. PM/D shall make good any such damage, injury, or loss resulting from CMAR's failure to take reasonable measures; provided, however, that the preceding will not prevent PM/D or CMAR from making a claim on the builder's risk policy. CMAR shall use reasonable measures to protect adjacent property and shall maintain reasonable security of the site at all times. CMAR shall limit visitors to the site to those necessary for construction and inspection. Visitors for other purposes shall be referred to Owner. PM/D's, CMAR's and Contractors' employees shall possess means of identification at all times as required by Owner while on the job site.

Security of the PM/D's material, equipment, work product and work site is the PM/D's responsibility.

Employment of a security guard for any time period (working hours or other than working hours), shall be left to the discretion of the PM/D. The PM/D shall be fully responsible for any theft or damage to any material, equipment or to any portion of the building, work, or site; provided, however, that the preceding will not prevent PM/D or CMAR from making a claim on the builder's risk policy.

13.3.3 Owner may notify PM/D of any noncompliance with the foregoing provisions and the action to be taken. PM/D shall, after receipt of such notice, immediately correct such conditions. Such notices shall be deemed sufficient for said purpose when delivered to PM/D or PM/D's representative at the work site. Failure of receipt of such notice from Owner shall not relieve PM/D of responsibility for safety.

13.3.4 If PM/D fails or refuses to comply promptly, Owner may issue an order stopping all or part of the work until satisfactory corrective action has been taken. No part of the time lost due to any such stop work order shall be made the subject of claim for extension of time or additional compensation to PM/D. CMAR will be responsible for ensuring that CMAR's Contractors and suppliers comply with the provisions of this Section.

13.3.5 In an emergency affecting the safety of persons, the work, or of adjoining property, PM/D and CMAR without special instruction or authorization from Owner, are hereby permitted to act at PM/D's and CMAR's discretion to prevent such threatened loss or injury. PM/D shall so act if directed by Owner. Any claim for additional compensation by PM/D on account of emergency work shall be determined as set forth in the "Changes" Section of these General Conditions.

**13.4 FENCES AND BARRICADES**

A. Furnish, erect and maintain all fences and barricades required by local ordinances, or public safety and necessity until completion of the project.

   a. Barricades to protect pedestrians from building construction shall be constructed of ½" painted (two coats) plywood and shall be free from projecting nails, boards or other hazards. The PM/D shall maintain barricades free from graffiti.

B. No signs, other than those specified or required by local ordinances, shall be erected without the written approval of the Owner.

C. Remove construction fences, barricades, and other related temporary construction upon completion of work, or sooner if authorized or required to maintain Project progress.

D. Alternate means of fencing and barricades to protect pedestrians maybe proposed by PM/D for approval by Owner.

## 13.5 PROJECT SIGN & NOTICE

A. No signs or advertisements will be permitted on the Project site, except (1) with the express permission of Owner's Project Manager, or (2) if required by local ordinances.
B. At every door and barricade separating the project work and staging areas from areas not included in the project work area, the PM/D shall provide, install and continuously maintain a construction warning sign. The 11 inch by 17 inch construction warning sign shall be approved by Owner's Project Manager and shall be plastic laminated on heavy cardstock and shall be securely affixed at eye level to the door or barricade.
C. PM/D (if required) shall furnish and install one 4 foot by 8 foot Project sign to be located at the Project site and shall contain the following information:
D. County Logo (in color, graphics to be provided)
E. Board Of Supervisors (list of 5 supervisors and district)
F. Facility & Project Name:
G. County Of Orange
H. Architect-Engineer: LPA, Inc.
I. PM/D – Griffin Structures, Inc.
J. CMAR - McCarthy Building Companies, Inc. or Swinerton Builders
K. PM/D shall submit sign layout and proposal exact location for review and approval by the Owner's Project Manager.
L. Mounting: Mount on 2 each 4 inch by 4 inch posts. Posts shall extend a minimum of 36 inches below grade and extend a minimum of 8 feet-0 inches above finish grade. The sign shall be mounted by concealed fasteners with the base of the sign 1 foot-4 inches above finish grade. The posts shall be pressure treated wood, primed and partial whitened.

## 13.6 QUALITY OF MATERIALS AND WORKMANSHIP

13.6.1 PM/D shall require CMAR to perform all work required by the Contract Documents in a skillful, good, and workmanlike manner and in conformance with the Contract Documents. All materials and equipment furnished by PM/D or CMAR shall be new and of good quality, unless otherwise required by the Contract Documents. See Section 01400, Quality Requirements for additional requirements.

13.6.2 PM/D shall require CMAR to supervise and direct the work using its best skill and attention. All labor shall be performed by individuals specially skilled in the kind of work required. PM/D shall require CMAR to at all times enforce strict discipline and good order among its employees and those of its Contractors of any tier. PM/D shall not employ for the Project any unfit person or anyone not skilled in the assigned task or otherwise unfit. PM/D shall immediately remove from the Project any person that Owner determines, in its sole but reasonable discretion, is unfit or behaving in an unsatisfactory or unacceptable manner. Persons so removed shall not thereafter be reassigned to any portion of the Project without Owner's written approval, which may be granted or withheld in Owner's sole discretion.

13.6.3 PM/D shall, without charge replace any material or correct any work found by Owner not to conform to the requirements of the Contract Documents, unless Owner consents to accept such

material or work along with a commensurate reduction in the Contract Price. PM/D shall promptly segregate and remove rejected material from the work site.

13.6.4 If PM/D does not promptly replace rejected material or correct rejected work, or immediately remove persons who are unfit or behaving unacceptably, Owner may: (1) by contract or otherwise replace such material or correct such work and charge the cost thereof to PM/D, including but not limited to by deducting the cost from amounts due or to become due to PM/D; or (2) terminate PM/D's right to proceed in accordance with the "Termination For Cause" Section of the General Conditions.

**13.7 SURVEYING**

13.7.1 PM/D has full responsibility for layout and establishment of lines and grades for execution of the work. All temporary monuments shall be substantially established and shall be protected and maintained in place by the PM/D for the duration of the work. PM/D will be receiving an ALTA survey with topographical information, and PM/D can rely on the ALTA survey for its Basis of Design.

13.7.2 If any discrepancy exists between the lines and grads actually at the site and the existing lines and grades depicted on the drawings, the PM/D shall notify the County Project Manager at once, and before commencing work.

13.7.3 The engineering survey work need not be performed by a State licensed surveyor or civil engineer, however it shall be performed in a professional manner in accordance with the requirements, standards, and practices exercised by licenses individuals.

13.7.4 The surveyor shall check line, level, and plumb of every major element of the construction, and shall keep a log book recording all relevant data. The log book shall be available for review by the A-E at any time during construction, and it shall be submitted to the Owner along with the "as-Built" drawings, upon completion of the Project. All deviations from line/grade requirements of the Contract Documents which are accepted (not corrected) by the PM/D shall be recorded in the log book and also shall be noted on the "as-Built" drawings.

**13.8 UTILITIES**

13.8.1 Location: Owner will provide PM/D with copies of documents which describe the location of known utility substructures, or will indicate in the Plans or Special Provisions those substructures (except for service connections) that may affect the work. The removal, relocation, abandonment, or installation of utilities shall be in accordance with the applicable provisions of the Contract Documents. Where underground main distribution conduits such as water, gas, sewer, electric power, telephone, or cable television are shown on the Plans, PM/D shall assume that every property parcel or facility adjoining the Project will have a service connection for each type of utility. PM/D shall determine the location and depth of all utilities, including service connections, which have been marked by the respective utility owners and which may affect or be affected by its operations. Unless otherwise specified in the Contract Documents, costs associated with complying with the requirements of this Section shall not entitle PM/D to additional compensation under the "Changes" Section of the General Conditions; however, if PM/D incurs additional time or costs because the utility location records are incorrect, then PM/D is entitled to additional time and reasonable use of contingency. Pursuant to Government Code Sections 4216 et seq., PM/D shall contact the appropriate regional notification center(s) and shall obtain an inquiry identification number at least 2 working days, but not more than 14 calendar days, prior to commencing any excavation.

13.8.2 Protection: PM/D shall not interrupt the service function or disturb the support of any utility without consent from the utility company or direction from the Owner. Valves, switches, vaults,

and meters shall be maintained readily accessible for emergency shutoff. Where protection is required to ensure support of utilities located as shown on the Plans or in the Special Provisions, PM/D shall furnish and place the necessary protection at its expense unless otherwise provided in the Contract Documents. Permanent improvements installed in proximity to any utilities shall be constructed in a manner that will not impair the physical integrity, use, or ongoing maintenance of those utilities. Upon learning of the existence and location of any utility omitted from or represented incorrectly in the Plans or Special Provisions, PM/D shall immediately notify Owner in writing. Support or protection of the omitted or incorrectly identified utility authorized by Owner will be paid for as provided in the "Changes" Section of these General Conditions. PM/D shall immediately notify Owner and the utility company if any utility is disturbed or damaged. PM/D shall bear the costs of repair or replacement of any utility damaged if located in accordance with the "Location" Section, above.

13.8.3 Removal: Unless otherwise specified in the Contract Documents, PM/D shall remove all interfering portions of utilities represented in the Plans or Special Provisions as "abandoned" or "to be abandoned in place." Before starting removal operations, PM/D shall ascertain from Owner whether the abandonment is complete, and the costs involved in the removal and disposal shall be included in the GMP for the items of work necessitating such removals.

13.8.4 Relocation: When feasible, the Owners responsible for utilities within the area affected by the work will complete their necessary installations, relocations, repairs, or replacements before commencement of the work by CMAR. When the Plans or Special Provisions indicate that a utility installation is to be relocated, altered, or constructed by others, Owner will conduct all negotiations with the Owners and utility work will be done at no cost to PM/D, except as otherwise specified in the Contract Documents. Utilities that are relocated in order to avoid interference shall be protected in their position and the cost of such protection shall be included in the GMP for the items of work necessitating such relocation. After award of the Contract, portions of utilities not accurately described in the Plans and Special Provisions that are found to interfere with the work will be relocated, altered, or reconstructed by the utility owners. Alternatively, Owner may order changes in the work to avoid interference as provided by the "Changes" Section of these General Conditions. When the Contract Documents provide for PM/D to alter, relocate, or reconstruct a utility, all costs for such work shall be included in the GMP for the items of work necessitating such alteration, relocation, or reconstruction. Temporary or permanent relocation or alteration of utilities requested by PM/D for its convenience shall be its responsibility and PM/D shall make all arrangements and bear all costs (but such costs may be included in the GMP, when it will produce an overall lower GMP).

13.8.5 Relocation of Service Connections: The utility owner will relocate service connections as necessary within the limits of the work or within temporary construction or slope easements. When directed by Owner, PM/D shall arrange for the relocation of service connections as necessary between the meter and property line, or between a meter and the limits of temporary construction or slope easements. Unless, otherwise specified in the Contract Documents, payment for the relocation of such service connections shall be in accordance with the "Changes" Section of these General Conditions, and will include the restoration of all existing improvements which may be affected thereby. PM/D may agree with the Owner of any utility to disconnect and reconnect interfering service connections, and Owner will not be involved in any such agreement.

15.1 Notice: PM/D shall notify Owner of its schedule insofar as it affects the protection, removal, or relocation of utilities.

13.8.6 Cooperation: When necessary, CMAR shall so conduct its operations as to permit access to the work site and provide time for utility work to be accomplished during the progress of the work.

13.8.7 Utility Facilities on Project Site: If PM/D discovers unidentified utilities, PM/D shall immediately notify Owner and the utility owner in writing. Pursuant to Government Code Section 4215, PM/D shall be compensated for the costs of locating and repairing damage not due to failure of PM/D to exercise reasonable care, and of removing or relocating main or trunk line utilities located on the site and not identified in the Contract Documents with reasonable accuracy. Such compensation shall also cover the cost of CMAR's equipment necessarily idled during such work. PM/D shall not be assessed Liquidated Damages for delay in completion of the work if such delay was caused by the failure of Owner or utility owner to provide for removal or relocation of such utilities. This provision shall not be deemed to require compensation or excuse of Liquidated Damages when the presence of existing service laterals or appurtenances can be reasonably inferred from the presence of visible facilities such as buildings, meters, and junction boxes on or adjacent to the construction site.

13.8.8 Increase of Contract Time: PM/D shall not be entitled to additional time or compensation for delays attributable to utility relocations or alterations if such utility relocations or alterations are correctly located, noted, and completed. PM/D may be entitled to an extension of the Contract Time for unforeseen delays attributable to unreasonably protracted interference by utilities in performing work correctly represented in the Plans or Special Provisions. Owner will assume responsibility for the timely removal, relocation, or protection of existing main or trunkline utility facilities within the area affected by the work if such utilities are not identified in the Contract Documents. PM/D will not be assessed Liquidated Damages for any delay caused by failure of Owner to provide for the timely removal, relocation, or protection of such existing facilities.

## 13.9 SPACE AT SITE

PM/D and CMAR shall be allowed reasonable space at the work site and shall confine PM/D's and CMAR's operations to the assigned space. The work shall be done without interference with the ordinary use of streets, berthing places, fairways, and passages. The CMAR shall cooperate with other contractors of the Owner and shall not commit or permit any act which will interfere with the performance of work by any other contractor or employees of the Owner whether at the site or not.

### 13.9.1 OPERATING HOURS AND SITE ACCESS

Unless otherwise specified in the Contract Documents, normal construction operating hours are from 6:00 A.M. to 4:00 P.M. Work performed outside normal operating hours will require Owner's written approval.

## 13.10 TRAFFIC CONTROL

13.10.1 CMAR shall coordinate its traffic at the site with Owner. When a Traffic Control Plan (TCP) is required by the Contract Documents, PM/D shall submit an acceptable plan to Owner within 10 days after the Notice to Proceed is issued (or as agreed upon in the Accepted Construction Schedule).

The TCP shall display and address, at a minimum:

a) Protection of existing improvements;
b) Maintaining access by Owner operations;
c) Methods to eliminate interference with existing facility operations and traffic in and out of the facility and operations area;
d) Proposed haul routes for delivery of materials;

e) Maximum speeds for each class of vehicle on each type of terrain, but in no event to exceed 15 mph on shared access roads and any crossing areas;
f) Access to work areas; and
g) CMAR's and Contractors' staging and material storage areas, including fuel storage procedures.
h) All motor-driven equipment using fuel shall have spark arresters.

13.10.2 Reckless driving shall not be tolerated, and all vehicles shall be operated at a safe speed at all times. If Owner determines that CMAR has violated the Traffic Control Plan or otherwise operated in an unsafe manner, Owner may suspend or prohibit the equipment operator(s) from any further work at the site. Repeated or severe incidents demonstrating the failure of CMAR to operate its vehicles safely shall constitute a material breach of this Contract and Owner may terminate PM/D's right to proceed with the work pursuant to the "Termination for Cause" Section of the General Conditions.

## 13.11 TEMPORARY OFFICE BUILDING AND TELEPHONE

CMAR shall provide a temporary office building and telephone, if required for the Project. CMAR may provide a temporary office for his own convenience at his sole expense (but such cost may be included in the GMP). The temporary office, if desired by CMAR, shall be subject to reasonable approval of the Owner. Any temporary building shall be Class B and be provided by the CMAR in accordance with SSPWC Section 8 - Facilities for Agency Personnel. The trailer shall be located as shown in the Plans and/or as directed by Owner or CMAR shall submit, a location plan showing the arrangement of field offices, storage sheds, equipment storage, and staging areas for Owner and A-E review/approval.

## 13.12 PERMANENT SYSTEMS USED AS TEMPORARY FACILITIES

When any portion of the permanent systems are in operating condition, that part of the system may be used as a temporary facility, provided that the PM/D:

(1) Obtains Owner's approval in writing.
(2) Assumes full responsibility for the system used.
(3) Pays all costs for operation, maintenance, cleaning and restoration of the system.
(4) Operates the system with the consent and supervision of the subcontractor responsible for the system's installation and ultimate performance.

## 13.13 TEMPORARY UTILITIES

CMAR shall provide the necessary temporary utilities for construction use and bear the responsibility for their proper operation. If any utilities are in place and in use by the Owner at the Project site, such utilities -- excluding telephone -- may be utilized by the PM/D or CMAR at no cost, to the extent the utilities are available without impact to the Owner's operations. If Owner supplied utilities are utilized by the PM/D or CMAR, the PM/D or CMAR shall exercise conservation of energy and utility resources to the satisfaction of the Owner, or such provision of utilities by the Owner will be terminated at Owner's discretion.

## 13.14 SANITARY UNIT

CMAR shall provide temporary toilets for CMAR's use. CMAR will maintain and service them in a sanitary condition through the construction of the Project. Toilet facilities in existing County buildings shall not be used by the CMAR, sub-contractors, suppliers, workers, and/or inspectors.

**13.15 WATER**

CMAR shall furnish all water needed for the Project, including but not limited to potable (drinking) and construction/dust suppression water, unless otherwise specified in these Contract Documents.

**13.16 FIRE PROTECTION**

CMAR shall take reasonable measures to protect the building and all areas of the project site against fire. CMAR shall provide fire extinguishers suitable for the Project and consistent with the factors enumerated in Title 19 of the California Code of Regulations, Section 565. These extinguishers shall be placed at strategic locations around the working area and kept accessible for use in case of fire. CMAR shall keep fire extinguishers in working order and shall remove them from the site at the end of construction.

CMAR shall observe all requirements specified in the various other Sections of the Specifications related to fire safety.

**13.17 STORAGE AND WORKING SPACE**

CMAR may use the working area designated by Owner for material storage and working space. Any additional space shall be obtained by CMAR at CMAR's own expense. Locations for CMAR to store CMAR's equipment will be agreed upon during the pre-construction meeting.

**13.18 TRANSPORTATION AND HANDLING OF PRODUCTS**

CMAR shall:

13.18.1 Transport and handle products in accordance with manufacturer's instructions and applicable regulations;

13.18.2 Promptly inspect shipments to assure that products comply with requirements, quantities are correct, and products are undamaged; and

13.18.3 Provide equipment and personnel to handle products by methods to prevent damage.

**13.19 STORAGE AND PROTECTION OF PRODUCTS**

CMAR shall:

13.19.1 Store and protect products in accordance with manufacturer's instructions and applicable regulations, with seals and labels intact and legible;

13.19.2 Store sensitive products in weather-tight, climate-controlled enclosures;

13.19.3 Store hazardous materials in accordance with applicable regulations, including but not limited to those related to containment and protection of the materials and surrounding environment;

13.19.4 Store fabricated products on sloped supports above ground if such products are stored outdoors;

13.19.5 Cover products subject to deterioration with impervious sheet covering with ventilation to avoid condensation;

13.19.6 Provide equipment and personnel to store products by methods to prevent damage;

13.19.7 Arrange storage of products to permit access for inspections; and

13.19.8 Periodically inspect to ensure products are undamaged and are maintained under specified conditions.

## 13.20 REMOVAL OF TEMPORARY FACILITIES

CMAR shall remove temporary toilets, storage sheds, and other facilities of a temporary nature from the Project site as soon as Owner determines progress of the work permits. CMAR shall recondition and restore portions of the site occupied by temporary facilities to a condition reasonably acceptable to Owner.

## 13.21 REGULATORY COMPLIANCE REQUIREMENTS

13.21.1 Permits

a) Project plans are approved for permit from the Orange County Planning & Development Services Agency as well as (list other approvals including but not limited to South Coast Air Quality Management District, and SWPPP). PM/D shall identify any additional and obtain all permits necessary for the Project, including: permits, licenses, and certifications, including but not limited to all trade-related permits; permits required for environmental protection; construction permits; encroachment permits; permits required for the operation and storage of any equipment or regulated hazardous materials brought onsite; and permits required for dispensing and storing petroleum-related products. If necessary for the Project, PM/D shall obtain and submit to Owner a California Occupational Safety Health Agency (Cal-OSHA) Excavation Permit. CMAR shall be responsible for ensuring that all permits necessary to complete the Project are in place consistent with Federal, State, and local laws and regulations. Costs and fees associated with said permits, regardless of whether obtained by Owner, PM/D, CMAR, or any other entity, shall be borne solely by the CMAR, except as identified elsewhere (but such costs may be included in the GMP).

b) Owner will provide civil and building/safety inspections in accordance with the issued permits, except for special testing and inspections which are PM/D's responsibility. Inspections will be provided as necessary upon a 24-hour notice, excluding days that the County offices are closed. If an inspection is requested on a day immediately preceding a day that the County offices are closed, the inspection will be performed on the next succeeding day that the County offices are open.

c) PM/D shall comply with the regulations or requirements of all permits, licenses, certifications, and regulations governing the Project. Any act or omission by PM/D that causes either Party to be in violation of any permit, licenses, certification, or regulation shall be deemed a material breach of this Contract by PM/D. Owner reserves the right to perform itself or through other contractors any work necessary to correct any violation or to bring the Project into compliance with any permit, license, certification, or regulation, and shall deduct the cost of such work from any funds due or to become due to PM/D

d) CMAR shall maintain, at its job site office, copies of all permits, licenses, and certifications required for or governing the Project, including permits and approvals issued to Owner by the State Water Resources Control Board; the South Coast Air Quality Management District ("SCAQMD") for dust control; and the SCAQMD and Local Enforcement Agency for refuse excavation.

13.21.2 Contractor Compliance with Applicable Law and Regulations: PM/D shall comply with all Federal, State, County, and local codes, ordinances, regulations, and standards applicable to the

Project. PM/D shall not be entitled to any additional compensation for work necessary to comply with legal or regulatory requirements effective as of the date of this Contract.

13.21.3 Archaeological/Paleontological Resources

Owner may engage the services of an Archaeologist/Paleontologist ("A/P") to monitor all or portions of the work.

The Contract Documents may require PM/D to retain an A/P. In such event, the following conditions apply:

i. A/P shall be acceptable to Owner. A/P can be selected from Owner's list available at www.ocplanning.net/building/plan/forms under the "Archaeologist and Paleontologist" section. Regardless of whether A/P is selected from Owner's list, A/P shall meet all minimum qualifications listed in the "Qualifications for Certification of Archaeological and Paleontological Professionals" document provided at that website.

ii. PM/D shall submit the qualifications and references of A/P to Owner for verification at least 10 working days prior to any excavation or grading work. A/P shall be approved in writing by Owner at least 5 working days prior to the start of any excavation or grading work.

iii. Unless otherwise agreed to in writing by Owner, A/P shall not be an employee of PM/D, CMAR, any Contractor currently under contract by PM/D or CMAR (for any job), or any supplier to any project awarded or contracted to PM/D or CMAR.

iv. PM/D shall be compensated for all A/P expenses including all labor, materials, tools, equipment, and incidentals necessary for accomplishing the work in accordance with the Item(s) identified for A/P services in the GMP or, if not listed there, in accordance with the "Changes" Section of the General Conditions.

v. A/P shall report exclusively to Owner. Owner may terminate the services of A/P at any time and at Owner's sole discretion, with no justification necessary to PM/D, and PM/D shall replace A/P with another individual or firm meeting the requirements of this Section. Under no circumstances will A/P's termination entitle PM/D to any additional time or payment under the "Changes" Section of these General Conditions, unless PM/D can show that A/P's termination directly caused delay, and then only for a reasonable amount of time necessary to replace A/P.

vi. All other provisions of this Section apply whether A/P is retained by Owner or by PM/D, and PM/D shall ensure that A/P complies with the provisions of these Contract Documents pertaining to A/P services.

e) PM/D shall cooperate with all A/P personnel. If A/P directs PM/D to suspend or stop work in a particular area, PM/D shall abide by such request immediately and not resume work until directed by Owner.

f) The A/P shall:

i. Conduct a literature and records search for recorded sites and previous surveys;

ii. Conduct a field survey unless the entire work site has been previously surveyed and the survey documentation is acceptable to Owner;

iii. Attend the pre-construction meeting to conduct or schedule separate pre-construction cultural and paleontological resources sensitivity training, and

attend additional meetings or provide training as determined necessary by Owner. In the event of the discovery of specimens or artifacts, attend construction meetings until otherwise directed by Owner;

iv. Conduct pre-construction cultural and paleontological resources sensitivity training for all staff involved in moving soil or working near soil disturbance. Training shall review the types of archaeological and paleontological resources that might be found, along with laws for the protection of the resources;

v. If determined necessary by the A/P and approved by Owner, the A/P shall prepare a report on a subsurface test level investigation of archaeological resources collection or pre-grade paleontological salvage operation. The report shall evaluate the site including the significance of any finds (location, depth, nature, condition, and extent of the artifacts or specimens), recommended methodology of salvage or mitigation and related cost estimates, and an analysis and catalogue of artifacts or specimens;

vi. Establish procedures for A/P sampling and resource surveillance and monitoring;

vii. In cooperation with Owner, establish procedures for suspension or redirection of work to permit sampling, identification, and evaluation of possible resources.

viii. During grading, excavation, or other ground-disturbing activities, if any evidence of paleontological, pre-historic, or historic cultural resources is uncovered, the following measures, unless otherwise specified in regulatory permit language, shall be taken:

a) All below grade work shall stop within a 100-foot radius of the discovery. Work shall not continue until the discovery has been evaluated by the A/P.

b) The A/P shall assess the find(s) and determine if they are of value. If the find(s) are of value then:

i. The A/P shall draft a monitoring program and monitor all ground-disturbing activities related to the Project.

ii. A/P shall prepare all potential finds in excavated material to the point of identification.

iii. Significant finds shall be preserved as determined necessary by the A/P.

iv. Excavated finds shall be offered to Owner or its designee for curation on a first-refusal basis, then offered to a local museum or repository willing to accept the resource.

v. Within 30 working days of completion of the end of earth moving activities, the A/P shall draft a report summarizing the finds, and shall include the inspection period, an analysis of any resources found, and the present repository of the items.

i. All resulting reports shall be delivered to Owner and filed with the South Central Coastal Information Center at the California State University, Fullerton, or another institution if directed by Owner.

c) If CMAR uncovers any burial grounds or remains, ceremonial objects, petroglyphs, or archaeological, paleontological, or other artifacts or specimens of like nature within the construction area, PM/D shall immediately notify the Owner's onsite

representative of CMAR's finds and shall modify the construction operations so as not to disturb the finds pending further instructions from Owner.

d) Discovery of human remains:

i. In accordance with Section 7050.5 of the California Health and Safety Code, if human remains are found, no further excavation or disturbance of the site or any nearby area reasonably suspected to overlie adjacent remains shall occur until the County of Orange Sheriff-Coroner and/or other applicable coroner and law enforcement agency ("Coroner's Office") has determined the appropriate treatment and disposition of the human remains. The Coroner's Office shall be notified within 24 hours of the discovery.

ii. If the Coroner's Office determines that the remains are or are believed to be of Native American origin, the Coroner's Office will notify the California Native American Heritage Commission (NAHC).

iii. In accordance with Section 5097.98 of the California Public Resources Code, the NAHC must notify those persons it believes to be the most likely descended from the deceased Native American. The descendants shall be granted access to the site to complete their inspection as quickly as possible. The designated Native American representative would then determine, in consultation with Owner, the treatment and disposition of the human remains.

e) Should the finds, or notification of finds, result in delays or extra work, payment will be allowed in accordance with the "Changed Conditions" subsection of the "Conditions Affecting The Work" Section of these General Conditions. However, PM/D shall not be entitled to damages, additional payments, or extensions of time to the extent the PM/D could have avoided delays by any reasonable means.

f) Unless otherwise required by law, any and all finds shall remain the property of Owner and not become the property of any other person or entity.

13.21.4 Surface Water Protection

g) Work is subject to the requirements of the National Pollutant Discharge Elimination System ("NPDES") storm water regulations. NPDES regulations require the implementation of an Stormwater Pollution Prevention Plan ("SWPPP") The nature and location of the work require compliance with the SWPPP, Owner has prepared a SWPPP for this project. PM/D is responsible for obtaining copies of the site-specific SWPPP from Owner. Copies of the SWPPP and related documents may be found at: http://www.waterboards.ca.gov/water_issues/programs/stormwater/industrial.shtml.

h) Additionally, in a letter dated August 31, 2011, the Santa Ana Regional Water Quality Control Board issued a Water Quality Standards Certification pursuant to the federal Clean Water Act ("CWA") (also known as the Federal Water Pollution Control Act, 33 U.S.C. §§ 1251 et seq.), Section 401. The Certification requires that discharge from the Project will comply with CWA Sections 301 (Effluent Limitations), 302 (Water Quality Related Effluent Limitations), 303 (Water Quality Standards and Implementation Plans), 306 (National Standards of Performance), and 307 (Toxic and Pretreatment Effluent Standards). The discharge is also regulated under State Water Resources Control Board Order No.

2003-0017-DWQ, "General Waste Discharge Requirements for Dredge and Fill Discharges that Have Received Water Quality Certification."

13.21.5 SWPPP Implementation & Compliance

i) PM/D is responsible for implementing and complying with the SWPPP, as applicable to the nature and location of the work. PM/D's implementation and compliance activities shall include but not be limited to: installation and maintenance of BMPs (interim and final); preparation and implementation of Rain Event Action Plans (REAPS); rainfall and storm water turbidity and pH monitoring, sampling and analysis as required by the SWPPP. PM/D shall designate an independent Qualified SWPPP Practitioner (QSP), who will be responsible for monitoring PM/D's compliance with SWPPP requirements on the Project at all times.

j) PM/D shall be responsible for providing all reports required by the SWPPP (monitoring, inspection, REAP, annual reports, etc.) to the Owner for review. PM/D shall submit all reports digitally with at least three hard copies to the Owner.

k) PM/D's designated QSP shall review and make recommendations to the Owner to amend the appropriate SWPPP as needed during the course of work to reflect actual construction progress and construction practices.

l) PM/D shall comply with all the requirements identified in the SWPPP.

## 13.22 HAZARDOUS OR CONTAMINATED MATERIALS

13.22.1 At the start of project work Owner will provide PM/D with all known documentation of hazardous materials including but not limited to Hazardous Materials Assessments and State Mandated reports on asbestos containing building materials. The project requires PM/D to be responsible for work related to hazardous materials.

13.22.2 PM/D is responsible for proper handling, storage, transportation, and disposal (per all federal, State and local regulations) of any hazardous wastes, liquid wastes, or nuisance wastes (for example, finely divided, powdery, or dusty materials, strong odors, etc.) that it generates while working on Owner's behalf.

13.22.3 As provided by the "Contract Time" Section of the Contract, PM/D must submit for Owner's review an Emergency/Contingency Plan for handling spills of hazardous, liquid, or nuisance materials while working on Owner's behalf. The Plan shall include proper handling, removal, and disposal of these materials per all applicable federal and State requirements. The Emergency/Contingency Plan shall also include emergency notification to Owner and any other notifications as required by law. PM/D shall not commence work at the site until Owner has approved PM/D's Emergency/Contingency Plan.

13.22.4 PM/D must restore any spill-damaged areas to their original condition in a correct and timely manner and to the reasonable satisfaction of Owner.

13.22.5 PM/D shall remove and dispose of any materials that become contaminated directly or indirectly as a result of the PM/D's operations, whether or not such contamination involves hazardous materials. The removal and disposal of any contaminated materials associated with this Contract shall be completed by the PM/D to the reasonable satisfaction of Owner. PM/D shall execute all necessary manifests, bills of lading, or similar documents ("Manifests") concerning such contaminated materials which shall identify PM/D as the generator of the materials; provided,

however that PM/D shall not be responsible for and shall not be identified as the generator of pre-existing hazardous materials unless PM/D negligently handles them.

13.22.6 Prior to shipment, PM/D shall provide copies of all Manifests to the Owner to verify that PM/D has arranged for the proper disposal of hazardous materials to a licensed, permitted facility. PM/D shall provide to Owner proof of proper disposal of such materials. If Manifests and proof of proper disposal are not submitted for hazardous materials that PM/D is responsible for, Owner may withhold or deduct directly the estimated cost of removal and disposal from amounts otherwise due PM/D, plus a 5% administration fee, until PM/D submits Manifests and proof of disposal.

13.22.7 Owner has the authority to perform inspections of the PM/D's work area at any time to ensure PM/D is compliant with all applicable regulations.

13.22.8 Upon written notice from Owner, if PM/D does not remove contaminated materials that PM/D is responsible for immediately, Owner may remove, process, transport, and certify the material as stated above and all costs incurred by Owner for removal and disposal, plus a 5% administrative fee, will be deducted directly from amounts otherwise due PM/D. If Owner performs such decontamination, PM/D shall sign any Manifests for that material as the generator.

13.22.9 CMAR shall train its employees, as required by OSHA and California Code of Regulations Title 8, in the proper handling, storage, transportation and disposal of hazardous materials. CMAR shall train its employees to follow the Emergency/Contingency Plan and know immediate response procedures should a release occur.

13.22.10 CMAR shall keep appropriate emergency response equipment and materials available in the working area at all times.

13.22.11 Maintenance Facilities and Work Area: CMAR shall maintain its equipment in an area designated by Owner for such purposes. Certain maintenance areas have been designated at the Owner facility for the purpose of maintaining Owner equipment. CMAR may utilize an Owner maintenance area only with the express permission of the Owner. Owner may designate a different maintenance area for CMAR's use at any time, and the cost of a resulting relocation shall come from Owner’s Contingency.

13.22.12 PM/D's maintenance activities shall conform to the provisions of the “Regulatory Compliance Requirements” Section of the General Conditions. PM/D shall keep the facility clean, maintain clean equipment, and dispose of any contaminated materials in accordance with the “Hazardous Or Contaminated Materials” Section, above. PM/D shall store all maintenance materials in accordance with the "PM/D'S Storage and Protection of Products" Section.

13.22.13 PM/D shall be responsible for any damage it causes to the designated area and for restoring the area to its original condition when CMAR ceases using the area. PM/D shall repair any damage and perform such restoration. If PM/D fails to perform such repair or restoration in a timely manner, Owner may perform that work and PM/D shall reimburse Owner for repair or restoration costs plus a 5% administrative fee.

## 13.23 FUGITIVE DUST EMISSION CONTROL

PM/D may be required to comply with SCAQMD Rule 403 including, if applicable to prepare and submit to County and for acceptance by SCAQMD a Fugitive Dust Emission Control Plan, as required for Project work. PM/D shall also notify OWNER of any condition that could lead to noncompliance with the Rule 403 requirements. If a Fugitive Dust Emissions Control Plan is required pursuant to Rule 403, PM/D may not conduct any activities governed by SCAQMD Rule

403 until OWNER has accepted PM/D's Plan and the Plan is accepted by SCAQMD. If PM/D fails or refuses to immediately correct any noncompliance with the provisions of this Section, OWNER may terminate PM/D's right to proceed with the work and OWNER may exercise its rights under the "TERMINATION FOR CAUSE" Section of these General Conditions.

Whether or not PM/D's right to proceed with the work is terminated, PM/D and the PM/D's sureties shall be liable for any damage to the OWNER resulting from PM/D's refusal or failure to complete the work within the specified time.

PM/D shall not be entitled to any time extensions or compensation for any cost due to any such action as a result of PM/D's failure to comply with the provisions of the accepted Fugitive Dust Emission Control Plan. PM/D shall be responsible for ensuring that all Contractor(s) comply with the provisions of this Section. PM/D shall be liable for any action or fine imposed by the SCAQMD on those incidents of noncompliance that are within the Contractor's area of responsibility.

### 13.24 BIOLOGICAL AND HABITAT PROTECTION

Owner will inform PM/D of any biological resources that would or could be impacted by the Project, and specify any required mitigation measures or procedures to protect those resources during construction. PM/D shall be responsible for complying with these protection measures, and for ensuring that all Contractors also comply. Owner has the authority to perform inspections of PM/D's work area at any time to ensure that these measures or procedures are being followed.

### 13.25 RED IMPORTED FIRE ANT INTERIOR QUARANTINE OF ORANGE COUNTY

PM/D shall be responsible for compliance with the quarantine of the County of Orange for the red imported fire ant ("RIFA") as defined in California Code of Regulations, Title 3, Section 3432 and incorporated herein by reference. PM/D shall arrange for any California Department of Food and Agriculture inspections, certifications, or approvals necessary to perform any portion of the Project. A copy of the form used to request such inspections is available from OC Planning. PM/D shall bear the full financial responsibility of any assessed fine or penalty resulting from PM/D's violation of any law, regulation, or permit related to RIFA control. PM/D shall submit to Owner for Owner's approval an acceptable detailed incident report within 5 working days of the date of any violation or not later than 5 working days from the date of the notification of the violation, whichever is later.

### 13.26 COMPLIANCE WITH "PERFORMANCE" SECTION

PM/D shall not be entitled to any time extensions or compensation for any cost due to any action required as a result of the PM/D's failure to comply with the requirements of this "Performance" Section. PM/D shall be responsible for ensuring that the PM/D's Contractor(s) comply with the provisions of this Section. PM/D shall be liable for any fine or penalty imposed by any regulatory agency or for any other cost incurred by Owner as a result of regulatory noncompliance arising from any action or inaction of PM/D or its Contractor(s), but PM/D may use PM/D's Contingency for such fines or penalties, with Director approval, which will not be unreasonably withheld, as long as PM/D was not grossly or willfully negligent.

## 14 CHANGE ORDERS

### 14.1 CHANGE ORDERS

Owner may, at any time, by written order, and without notice to the sureties, make changes to the Project if the changes are within the general scope and nature of the Project. Changes made

pursuant to this section are only too utilized if the appropriate Contingency fund has been exhausted. If such changes cause an increase or decrease in the PM/D's cost, or the time required for performance of the Contract, an equitable adjustment shall be made and the Contract modified in writing accordingly by Owner and PM/D.

14.1.1 Owner's Change Order Requests: Owner shall issue a written request ("Change Order Request") which shall set forth in reasonable detail the nature of the change and the type of quote requested (lump sum or time-and-materials with a not-to-exceed amount) and whether such change involves additions, deletions, or other revisions to the Contract Documents. Within 7 days of receiving Owner's Change Order Request (or such longer time if approved by Owner because the scope of the requested change reasonably requires more time to analyze the cost and time impacts, such approval not to be unreasonably withheld), PM/D shall present to Owner a detailed proposal for change in Contract Price and/or a change in the Contract Time from that set forth in the Contract. If such change causes an increase or decrease in PM/D's cost or the time required for performance of the work, an equitable adjustment shall be made and the Contract Price and/or Contract Time modified in writing accordingly by a Change Order.

14.1.2 PM/D's Request for Change: If PM/D believes that a change in the Contract Documents, including any change in Contract Price or Contract Time, is appropriate, it shall submit, within 14 days of the event giving rise to the proposed change, a written request ("Request for Change") to Owner to issue a Change Order. Timely notice to Owner (including meetings where Director or their representative is present) is essential to Owner's identification, prioritization, and response to claimed changes, including any claimed delays. PM/D's failure to submit a notice to Owner within 14 days after the date PM/D first recognized, or should have recognized in the exercise of ordinary care, any event giving rise to any proposed change shall constitute a waiver by PM/D of any request for or entitlement to an increase in the Contract Price or Contract Time.

PM/D's Request for Change shall include a description of the proposed change in the Contract Documents, the event or circumstance giving rise to the need for the change, and any proposed change in the Contract Price and/or Contract Time associated with the Request for Change, to the extent known at the time. If the Request for Change includes a proposal to increase the Contract Time, PM/D shall (to the extent known), provide to Owner a description of: (1) the cause(s) for the proposed extension of time, including but not limited to causal events and responsible persons and organizations; (2) the dates (or anticipated dates) of performance of the changed work; (3) activities on the Accepted Construction Schedule affected by the change, any new activities created by the change, and their relationship with existing activities; (4) the anticipated extent of any claimed increase to the Contract Time; and (5) recommended action to avoid or minimize the increase. If Owner agrees that a change in the Contract Documents is appropriate, Owner may use the same options described in the "Lump Sum Change Orders" and "Time-and-Materials Change Orders" Sections below in response to PM/D's Request for Change. PM/D waives all claims as to which it has not provided Owner with notice through a Request for Change in accordance with this Section. In the event of a claim or litigation arising from any disagreement involving PM/D's Request for Change, PM/D's compensation (if any) shall be limited to an amount calculated in accordance with the "Time-and-Materials Change Orders" Section below.

14.1.3 Lump Sum Change Orders: For a lump sum change, PM/D's quote shall be itemized and supported with sufficient substantiating data (including but not limited to detailed subcontractor estimates, supplier quote sheets, prices, invoices, and rate sheets) to permit evaluation with respect to the following costs:

a) Labor (show hourly rate multiplied by estimated hours);

b) Payroll taxes on labor;

c) Materials, supplies, and equipment (include unit costs and estimated quantities);

d) Machinery and equipment rental (include rental rates and estimated durations);

e) Sales, use, or similar taxes related to the work;

f) Other Items: Owner may authorize other items that may be required for the changed work. Such items include labor, services, material, and equipment that are different in their nature from those required for the work and that are of a type not ordinarily available from PM/D or any of its Contractors;

g) Reasonable overhead and profit associated with the change, not to exceed 15% on above items if PM/D or CMAR uses its own forces to perform changed work. If PM/D's Consultants or CMAR's Contractor's forces perform changed work, then the Consultant or Contractor shall be entitled to a maximum of 15% on above items and PM/D or CMAR, as applicable, shall be entitled to a maximum of 6% on above items for its overhead and profit on the changed work. Owner will pay only one overhead and profit markup of 6% for PM/D or CMAR and one markup of 15% for the Consultant or Contractor in connection with changed work, regardless of the actual number of intervening Consultants or Contractors involved in the changed work; and

h) Premiums for all bonds and insurance (the maximum amount for this shall be 2% of above items and PM/D shall provide documentation demonstrating it will actually incur an increase in insurance costs directly attributable to the change, if demonstrated, we can pay more).

Owner may reject PM/D's lump sum proposal, may negotiate with PM/D a revision of the requested change and associated lump sum proposal, or may approve the PM/D's lump sum proposal and incorporate it into a Change Order.

14.1.4 Time-and-Materials Change Orders: For a time-and-materials change, Owner shall determine (if Owner and PM/D cannot agree, in which case the Owner's determination is a Unilateral Change Order) the adjustment to the Contract Price on the basis of actual costs as follows:

a) Cost of materials and supplies (show actual unit cost multiplied by actual quantity). The cost of materials shall be at invoice price, plus freight and delivery. Owner reserves the right to approve materials and sources of supply or to mutually agree to supply materials to CMAR if necessary for the progress of the work. No markup for overhead and profit shall be applied to any material provided by Owner.

b) Tool and equipment rental. Owner will not pay for the use of tools that individually have a replacement value of $200 or less. Regardless of ownership, the equipment rental rates shall be based upon the edition of equipment rental rates published by the Caltrans Division of Construction, or locally available rate or other reference acceptable to Owner current as of the date the changed work is performed. The rental rates paid shall include the cost of fuel, oil lubrication, supplies, small tools, necessary attachments, repairs and maintenance of any kind, depreciation, storage, insurance, and all incidents. Necessary loading and transportation costs for equipment used on the changed work shall be included. If equipment is used intermittently and, when not in use, could be returned to its rental source at less expense to Owner than holding it at the work site, it shall be returned, unless PM/D elects to keep it at the work site at no additional expense to Owner (i.e., Owner still responsible for cost that PM/D would have incurred by returning the equipment and then bringing it back to the site). All equipment shall be acceptable to Owner, in good working condition, and suitable for the purpose for which it is to be used. Manufacturers' ratings and approved

modifications shall be used to classify equipment and it shall be powered by a unit of at least the minimum rating recommended by the manufacturer. The reported rental time for equipment already at the work site shall be the duration of its use on the changed work, commencing at the time it is first put into actual operation on the changed work, plus the time required to move it from its previous site and back or to a closer site. PM/D shall submit invoices for tool and equipment rental costs. If PM/D does not submit invoices, Owner may establish the rental costs at the lowest price which was current at the time the changed work was performed.

c) Cost of labor (show actual total hourly rate multiplied by actual hours spent on changed work). The costs of labor shall not exceed the wages prevailing for each craft or type of workers performing the changed work at the time the changed work is done. The costs of labor shall include the actual basic hourly rate, plus employer's actual regular payments for health and welfare, pension, vacation or holiday, training, and other direct costs resulting from federal, State or local laws, as well as assessments or benefits required by lawful collective bargaining agreements and shall be supported by payroll records. The costs of labor shall not include any amount for bonuses or extraordinary vacation or holidays. The use of a labor classification that would increase the changed work cost will not be permitted unless PM/D establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. The labor cost for foremen shall be proportional to all of their assigned work and only that applicable to changed work shall be paid. Non-direct labor costs including superintendence shall be considered part of the markup for overhead and profit below.

d) Sales taxes on materials (percentage of item a), above).

e) Payroll tax on labor (percentage of item c), above).

f) Insurance (workers' compensation and liability insurance).

g) Other Items. Owner may authorize other items that may be required for the changed work. Such items include labor, services, material, and equipment that are different in their nature from those required for the work and that are of a type not ordinarily available from PM/D or any of its Contractors. PM/D shall submit invoices covering all such items in detail.

h) Overhead and profit. PM/D shall receive a maximum 15% for overhead and profit on above items if PM/D or CMAR uses its own forces to perform changed work. If PM/D’s Consultants or CMAR's Contractor's forces perform changed work, then the Consultant or Contractor shall be entitled to a maximum of 15% on above items for its overhead and profit and PM/D or CMAR, as applicable, shall be entitled to a maximum of 6% on above items for its overhead and profit on the changed work. Owner will pay only one overhead and profit markup of 6% for PM/D or CMAR and one markup of 15% for the Consultant or Contractor in connection with changed work, regardless of the actual number of intervening Consultants or Contractors involved in the changed work. Owner will not pay any overhead or profit for omitted work.

i) Bond and insurance (2% of above items , if demonstrated, County can pay more).

PM/D shall keep and present, in such form as attached hereto, an itemized accounting of the costs or savings attributable to the changed work, together with appropriate supporting data.

Upon request by Owner, PM/D shall permit Owner to inspect PM/D's original estimate for the Project, subcontract agreements, or purchase orders relating to the change. Upon completion of the changed work ordered to be performed on a time and materials basis, Owner will then issue a unilateral Change Order adjusting the Contract Price according to the actual costs incurred and, if appropriate, adjusting the Contract Time.

14.1.5 Unilateral Change Orders: If Owner and PM/D cannot reach an agreement on a proposed change, Owner may issue a Unilateral Change Order directing work on a time-and-materials basis as set forth above, and PM/D reserves the right to dispute any determination made by Owner.

14.1.6 No Extension of Contract Time without Critical Path Delay: PM/D shall not be entitled to an extension of the Contract Time unless PM/D demonstrates a delay to the critical path shown on the most recent Accepted Construction Schedule.

14.1.7 No Additional Compensation for Early Completion: Nothing contained in the Contract Documents creates any contractual right, express or implied, on the part of PM/D to early completion of the Project. Under no circumstances shall Owner owe additional compensation to PM/D for PM/D's inability to achieve completion of the Project before the expiration of the Contract Time, whether or not such inability is caused by the acts or omissions of Owner or any other party for which Owner is responsible, regardless of any approval by Owner of the Accepted Construction Schedule.

14.1.8 Credits: Regardless of whether the equitable adjustment associated with changed work is recorded through a lump sum or time-and-materials Change Order: (1) if the net value of a change to the work results in a credit from PM/D, then the credit given shall include costs as well as overhead and profit; or (2) if the net value of a change to the work results in additional costs, then overhead and profit will only be applied to the amount by which the added costs of the change exceed the credited amount. When a change proposed by Owner results in the deletion of work and the Owner and PM/D are unable to agree upon the cost, overhead, and profit thereof, the Owner's estimate of the cost, overhead, and profit shall be deducted from the Contract Price by a Change Order unless within 15 days of receiving the Owner's estimate PM/D presents proof that the Owner's estimate is in error.

14.1.9 Overhead and Profit: PM/D shall receive a maximum 15% for overhead and profit on above items if PM/D or CMAR uses its own forces to perform changed work. If PM/D's Consultants or CMAR's Contractor's forces perform changed work, then the Consultant or Contractor shall be entitled to a maximum of 15% on above items for its overhead and profit and PM/D or CMAR shall be entitled to a maximum of 6% on above items for its overhead and profit on the changed work. Owner will pay only one overhead and profit markup of 6% for PM/D or CMAR and one markup of 15% for the Consultant or Contractor in connection with changed work, regardless of the actual number of intervening Consultants or Contractors involved in the changed work. Owner will not pay any overhead or profit for omitted work.

Regardless of whether the equitable adjustment associated with changed work is recorded through a lump sum or time-and-materials Change Order, the amount Owner pays for overhead and profit shall be PM/D's only compensation for: all costs of supervision, superintendence, and scheduling; wages of timekeepers, watchmen, and clerks; tools individually valued at $200 or less; incidentals; any and all field and home office expenses; costs of estimating and preparing change orders; all impact costs including but not limited to lost productivity associated with "learning curves," "productivity factors," and "ripple effects"; and all other expenses not included in itemized costs.

14.1.10 Compensation for Delay: PM/D shall be compensated for its substantiated actual, direct expenses, together with the markup for overhead and profit described in "Overhead and Profit" above,

resulting from delay for which Owner is responsible. Under no circumstances shall Owner compensate PM/D for extended home office overhead or profit based on an "*Eichleay* formula" or any other proportionate allocation of PM/D's overhead expenses or profit, all of which shall be deemed to have already been included in the above-described markup.

14.1.11 Unit Price Changes: If a change is ordered in an item of work covered by a Contract Unit Price, and such change does not involve substantial change in character of the work from that shown on the Plans or Special Provisions, then an adjustment in payment will be made. This adjustment will be based upon the increase or decrease in quantity and the Contract Unit Price. If the actual quantity of the item of work varies from the Bid quantity, then payment will be made as described in Subsection (a) "Increases of Quantity," or Subsection (b) "Decreases of Quantity," below, as appropriate. If a change is ordered in an item of work covered by a Contract Unit Price, and such change involves a substantial change in the character of the work from that shown on the Plans or Special Provisions, an adjustment in payment will be made as described in Subsection (c) "Substantial Change in Character of the Work," below.

j) Increases of Quantity: Should the actual quantity of an item of work covered by a Contract Unit Price and constructed in conformance with the Plans and Special Provisions exceed the Bid quantity, then payment for the quantity in excess of 100% of the Bid quantity will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by the PM/D and Owner or, at the option of Owner, on the basis of Time and Materials Change Orders, described above. However, in no event will payment be more than would be paid for the actual quantity at the Contract Unit Price.

k) Decreases of Quantity: Should the actual quantity of an item of work covered by a Contract Unit Price, and constructed in conformance with the Plans and Special Provisions, be less than the Bid quantity, then an adjustment in payment will be made. Payment will be made on the basis of an adjustment in the Contract Unit Price mutually agreed to by PM/D and Owner, or at the option of Owner, on the basis of Time and Materials Change Orders, described above. However, in no case will payment be less than would be made for the actual quantity at the Contract Unit Price nor more than would be paid for the actual percentage of the Bid quantity at the Contract Unit Price.

l) Substantial Change in Character of Work: If a change in an item of work covered by a Contract Unit Price involves a substantial change in the character of work from that shown on the Plans or Special Provisions, then an adjustment to the payment for the Work may be made by mutual agreement of PM/D and Owner as an adjustment to the Contract Unit Price, as a Lump Sum Change Order, or at Owner's option as a Time and Materials Change Order, as described above.

## 15 DELAYS DUE TO WEATHER AND FORCE MAJEURE

15.1.1 Subject to the other provisions of these Contract Documents, PM/D may be entitled to an extension of the Contract Time, but no damages or increase in the Contract Price, for delays arising from the following causes when they occur beyond PM/D's or its Contractors' control, fault, or negligence:

a) Acts of God (tornadoes, fires, hurricanes, blizzards, earthquakes, typhoons, or floods), war, civil unrest, trade embargoes, labor disputes, or strikes necessitating stoppage of work; or

b) Weather days necessitating stoppage of work in excess of the number of anticipated weather days specified in the "Contract Time" Section of the Contract. The Contract Time shall be deemed to take into account the number of working days specified in the Contract ("anticipated weather days") that stoppage of work can reasonably be expected at the Project site due to rain or other adverse weather conditions, and PM/D agrees that the number of weather days indicated in the Contract is a reasonable approximation of the number of weather days that may impact the work. PM/D's construction schedule shall include this number of anticipated weather days. Time extensions for weather days will only be considered when the number of days in question exceeds the number of days specified in the Contract and those days impact a critical path element of the Project. If PM/D believes that the progress of the work has been adversely affected by weather, PM/D shall submit a written request for extension of time to Owner.

15.1.2 A written request for any extension of the Contract Time shall be delivered to Owner within 14 days of the first date of commencement of each delay. PM/D's failure to submit such request within the time specified will be considered grounds for refusal by Owner to consider such request.

15.1.3 Extensions of time due to weather or force majeure, when granted, will be on a 1 to 1 day basis of calendar days credit for every critical path working day lost, with the credit for each separate extension rounded off to the nearest whole calendar day. A "working day lost" will not include any day during which at least 60% of the normally scheduled workforce is able to work for at least five hours of the day.PM/D shall not be entitled to any extension under this Section if the unforeseen circumstances occur beyond the Contract Time (as adjusted pursuant to the Contract).

## 16. CONDITIONS AFFECTING THE WORK

16.1.1 Existing Site Conditions: Information regarding the work site represented in the Plans and Special Provisions is believed to be correct, but unless expressly stated in the Contract Documents, Owner does not warrant either the completeness or accuracy of such information. PM/D shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the work and the general and local conditions that can affect the work or the cost thereof. Any failure by PM/D to do so will not relieve PM/D from responsibility for successfully performing the work without additional expense to Owner.

16.1.2 Site Investigation and Representation: PM/D acknowledges satisfaction as to the nature and location of the work; the general and local conditions, particularly those bearing upon availability of transportation and access to the site; disposal, handling and storage of materials; availability of labor, water, electric power, telephone, and roads; uncertainties of weather or physical conditions at the site; the character of equipment and facilities needed prior to and during the performance of the work; and all matters that can in any way affect the work or the cost thereof under this Contract. PM/D and Director will mutually agree on the amount and types of site investigation to be done. If PM/D performs the mutually agreed site investigation and Differing Site Conditions are found, then PM/D and Director will mutually agree on the use of contingency necessary to resolve any issues.

PM/D further acknowledges satisfaction as to character, quality, and quantity of surface and subsurface materials to be encountered from PM/D's inspection of the site and from reviewing any available records of exploratory work furnished by Owner or included in the Contract Documents. Failure by PM/D to become acquainted with the physical conditions of the site and all the available information will not relieve PM/D from responsibility for properly estimating the difficulty or cost of successfully performing the work.

16.1.3 PM/D warrants that as a result of examination and investigation of all the above-described data, PM/D can perform the work in a good and workmanlike manner and to the satisfaction of Owner. Owner assumes no responsibility for any representations made by any of its officers or agents during or prior to the execution of the Contract unless: (1) such representations are expressly stated in the Contract Documents; and (2) the Contract Documents expressly provides that the responsibility therefore is assumed by Owner.

16.1.4 General: Any information obtained by the Owner regarding site conditions, subsurface information, groundwater elevations, existing construction of site facilities as applicable, and similar data will be available for inspection upon request. Such information is offered as supplementary information only and not part of the Contract Documents. Owner assumes no responsibility for the completeness or interpretation of such information.

16.1.5 Topographic Maps: Topographic maps were used in the Project design. Bidders may inspect such maps upon request to the Owner, or may obtain copies upon payment of the cost to reproduce the copies.

16.1.6 Subsurface Investigation: When test holes, if any, have been excavated to indicate subsurface materials at particular locations, Owner assumes no responsibility whatsoever in respect to the sufficiency or accuracy of borings made, or of the log of test borings, or of other investigations, or of the interpretations made thereof, and there is no warranty or guarantee, either express or implied, that the conditions indicated by such investigations are representative of those existing throughout such area, or any part thereof, or that unforeseen developments may not occur. A log of test borings, if any, showing a record of the data obtained on subsurface conditions may be examined upon request. PM/D may make arrangements with Owner for permission to conduct such additional subsurface investigation as may be necessary to verify existing conditions. PM/D shall examine the site and may make arrangements with Owner to conduct PM/D's own subsurface investigation.

16.1.7 Changed Conditions: CMAR shall promptly, but in no event more than 7 days after the condition is first observed, notify Owner in writing of the following site conditions ("Changed Conditions") and shall leave such conditions undisturbed until otherwise directed by Owner:

15.1.1 Subsurface or latent physical conditions at the site differing materially from those represented in the Contract Documents;

15.2.1 Unknown physical conditions at the site differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract; and

15.3.1 Material differing from that represented in the Contract Documents which PM/D believes may be hazardous waste pursuant to Health & Safety Code Section 25117.

16.1.8 Upon written notice of Changed Conditions from PM/D, Owner shall promptly investigate such conditions. If Owner finds that such conditions do materially differ and cause an increase or decrease in the cost of or the time for performance of the work, Owner may, at its discretion: (a) terminate all or part of the Contract in accordance with "Termination For Convenience Of Owner" Section of these General Conditions; (b) issue a written change to the Contract in accordance with the "Changes" Section of these General Conditions; or (c) make any other appropriate arrangements to address the Changed Conditions. Any claim by PM/D for adjustment hereunder shall not be allowed unless PM/D has given proper notice.

In the event that a dispute arises between the Parties as to whether the conditions constitute Changed Conditions or affect the price or time for performance of any part of the work: (i) PM/D shall submit a written notice of potential claim to Owner; (ii) PM/D shall then proceed with all

work to be performed under the Contract; and (iii) PM/D shall not be excused from any scheduled completion date provided for by the Contract. PM/D shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes between the Parties.

**16.1 PROSECUTION OF CHANGED WORK**

PM/D shall promptly proceed with the work described in a Change Order. Nothing provided in this "Changes" Section shall excuse the PM/D from proceeding with the prosecution of the work as changed.

**16.2 DIRECTOR'S AUTHORIZATION**

The Director is authorized by Owner's Board of Supervisors to order changes or additions in the work where the cost of such change does not exceed the limits specified in Public Contract Code Section 20142. Only the Board of Supervisors may approve changes greater than those limits.

**16.3 MINOR CHANGES IN THE WORK**

16.3.1 Owner shall have the right to order minor changes in the work not involving an adjustment in the Contract Price or an extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on PM/D. PM/D shall carry out such written orders promptly.

16.3.2 Modifications. Upon approval of this Contract and receipt of Owner's written notice to proceed, PM/D will commence its services under this Contract. It is understood and agreed that as work proceeds on the Project, certain clarifications and modifications may need to be made, including adjustments in floor plans, circulation, site work, and elevations, as well as detailing of materials, colors, and finishes. Modification of the scope of Work, and any interpretations of the Project documents having a substantial impact on the Project, may be approved by the Director; provided, however, that except as authorized in writing by Owner, under no circumstances will the cost of the Project Work exceed the GMP. Any approvals by the Director required under this Section 16.3 must be made in a reasonably timely manner so as not to impact the Project Work or Schedule of Performance; failure to respond in a reasonably timely manner will result in a Permissible Delay.

16.3.3 Minor Field Changes. PM/D has the right during the course of construction of the Project to make "minor field changes," without seeking the approval of Owner, except to the extent that any such changes increase the cost of the GMP to Owner or individually or cumulatively delay the completion of the Project beyond the Scheduled Substantial Completion Date. "Minor field changes" are defined as those changes from the approved construction drawings and Plans and Specifications that have no material effect on the Project and are made in order to expedite the work of construction in response to field conditions. Nothing contained in this subsection will be deemed to constitute a waiver of or change in the County's Building Code requirements governing any such "minor field changes" or in any approvals by Owner otherwise required for any such "minor field changes." "Minor field changes" will be documented, in writing, in daily field logs, record drawings, or equivalent, and will be made available for Owner inspection.

**17 TERMINATION**

**17.1 TERMINATION FOR CONVENIENCE OF OWNER**

Notwithstanding any other provision of the Contract, Owner may at any time and without cause terminate the Contract, in whole or in part, upon not less than 30 days written notice to the PM/D. Such termination shall be effected by delivery of a Notice of Termination to PM/D specifying the

effective date of the termination, whether the Contract shall be terminated in whole or in part, and, if applicable, the portion of work to be terminated. PM/D shall immediately stop work in accordance with the Notice of Termination and comply with any other direction as may be specified in the Notice of Termination or as provided subsequently by Owner. Owner shall pay PM/D for the work completed and accepted by Owner prior to the effective date of the termination, unpaid but earned portions of fees to PM/D, CMAR, and Contractors, plus any termination costs incurred (such as demobilization costs, costs to protect the work in place, early termination fees for the trailer, equipment, etc.) and such payment shall be PM/D's sole remedy. Under no circumstances will PM/D be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination in whole or in part under this provision. PM/D shall insert in all subcontracts that the Contractors shall stop work on the date of and, if applicable, the portion of work to be terminated in a Notice of Termination and shall require Contractors to insert the same condition in any lower tier subcontracts.

## 18 TERMINATION FOR CAUSE

If PM/D fails to carry out the requirements of the Contract, including but not limited to by: failing to commence the work within the time specified; failing to prosecute the work with such diligence as will ensure its completion within the Contract Time; failing to complete the work within the Contract Time; failing to execute the work in the manner specified in the Contract Documents; persistently, willfully, or knowingly failing to comply with applicable laws and regulations; becoming insolvent; assigning or subcontracting any part of the work without Owner's consent; or if in the opinion of the Board of Supervisors PM/D is not complying in good faith with the Contract; then Owner may, by written notice to PM/D, terminate for cause PM/D's right to proceed with the work or such part of the work as to which there has been delay, breach, or other default.

18.1.1 Upon receipt of written notice from Owner of a termination for cause, PM/D shall cease operations as directed by Owner in the notice and take all actions necessary, or as Owner directs, for the protection and preservation of the work.

18.1.2 After issuing a notice of termination for cause, Owner may take over the work and prosecute the same to completion by whatever means Owner deems reasonable, by contract or otherwise, and may take possession of and utilize in completing the work such materials, equipment, supplies, Contract Documents, and other information in whatever form as may be on the site for the work and necessary therefor.

18.1.3 If Owner terminates for cause PM/D's right to proceed with the work, or PM/D otherwise fails to prosecute the work to completion, then the resulting damage will include but not be limited to Liquidated Damages for such reasonable period of time as may be required for completion of the work together with any costs incurred by Owner to complete the work in excess of the unpaid Contract Price. PM/D shall not be entitled to receive any further payment under the Contract until the work is complete. If Owner's cost of completing the work, Liquidated Damages, and other damages exceed the unpaid balance of the Contract Price, then PM/D and CMAR's sureties shall pay the difference to Owner within thirty days of Owner's demand therefor.

18.1.4 Whether or not Owner issues a written notice of termination for cause, PM/D and CMAR's sureties shall be liable for any damage to Owner resulting from PM/D's refusal or failure to complete the work within the specified time or from PM/D's other breach or default with respect to the performance of the work.

18.1.5 PM/D's right to proceed shall not be terminated for cause nor will PM/D be charged with resulting damage if the delay in the completion of the work arises from causes beyond the control

and without the fault or negligence of PM/D, including but not limited to those circumstances described in the "Weather Days And Force Majeure" or "Changed Conditions" Sections of the General Conditions, acts of Owner, or acts of another contractor in the performance of a contract with Owner.

18.1.6 The rights and remedies of Owner provided in this Section are in addition to any other rights and remedies provided by law or under this Contract.

## 19 DISPUTES AND CLAIMS

### 19.1 DISPUTES AND CLAIMS

19.1.1 Continuing Performance during Dispute Resolution: In the event of a claim or dispute between PM/D and Owner as to performance of the work, a demand for an extension of time, the interpretation of the Contract Documents, or payment or nonpayment for work performed, PM/D and Owner shall attempt to resolve the claim or dispute. Pending resolution of the claim or dispute, PM/D shall continue the work diligently to completion as directed by Owner. If the claim or dispute is not resolved, PM/D agrees that it will neither rescind this Contract nor stop the progress of the work provided that Owner continues to pay undisputed amounts.

19.1.2 Claims for $375,000 or Less: In the event of a claim of $375,000 or less, the Parties shall resolve the claim pursuant to Public Contract Code Section 20104, et seq., summarized herein. A claim is defined as PM/D's demand for: (i) a time extension; (ii) payment of money or damages arising from work done by, or on behalf of, PM/D pursuant to the Contract and payment of which is not otherwise expressly provided for or the claimant is not otherwise entitled to; or (iii) an amount the payment of which is disputed by Owner.

a) Pursuant to Public Contract Code Section 20104.2, all claims must be in writing, must be accompanied by documents necessary to substantiate the claims, and must be filed on or before the date of final payment. The Owner's time to respond in writing and/or request additional documentation shall be as set forth in Public Contract Code Section 20104.2.

b) If PM/D disputes Owner's written response or Owner fails to respond, PM/D may demand an informal conference. If the claim remains in dispute following the conference, PM/D may file a claim under Government Code Sections 900, et seq. The time limit for filing such claim may be tolled as provided in Public Contract Code Section 20104.2(e).

c) The foregoing provisions do not apply to tort claims and do not affect the time periods for filing tort claims.

d) In the event a civil action is filed stemming from a claim subject to Public Contract Code Sections 20104, et seq., the Court shall submit the matter to nonbinding mediation unless waived by mutual stipulation. If after mediation the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Code of Civil Procedure Section 1141.11, and the arbitration shall proceed pursuant to the terms set forth in Public Contract Code Section 20104.4(b).

e) Attorney's fees arising from a trial de novo shall be awarded as provided by Public Contract Code Section 20104.4(b) (3).

19.1.3 Claims in Excess of $375,000: The dispute resolution procedure set forth in Public Contract Code Sections 20104, et seq., shall not apply to resolution of claims in excess of $375,000, which

claims shall be resolved by a court of competent jurisdiction in Orange County, California, after the Project has been completed or this Contract terminated, and not before.

19.1.4 Time for Submitting Claims in Excess of $375,000 and Waiver of Untimely Claims: PM/D shall submit any claim for additional compensation in excess of $375,000 to Owner in writing, with documents necessary to substantiate the claim, stating the alleged facts giving rise to and the alleged basis for the claim, and when the facts giving rise to the claim became known to PM/D. Any such claim that PM/D fails to submit to Owner within 30 days after PM/D discovers the facts giving rise to the claim shall be deemed waived. In no event shall a claim for additional compensation in excess of $375,000 be asserted after PM/D submits an application for final payment.

## 20 OCCUPANCY

### 20.1 PARTIAL OCCUPANCY

20.1.1 Owner reserves the right to enter and install equipment within each portion of the Project as it is ready to receive same, upon the condition that (a) PM/D shall not be responsible for equipment so placed other than loss or damage caused by the acts or omissions of PM/D or those in PM/D's employ, and (b) Owner does not interfere with PM/D's performance of work. Such partial occupancy by Owner shall not constitute acceptance of the Project or of work not completed in accordance with the Contract Documents, nor shall it in any way relieve PM/D from correcting defective workmanship or materials in the area where Owner has installed equipment.

20.1.2 Owner reserves the right to take possession of or use all or part of any work prior to completion and final acceptance of all the work upon condition that (a) Owner's possession or use does not interfere with PM/D's performance of work, and (b) such possession or use is allowed by the applicable insurance policy(ies). If Owner exercises this right, PM/D shall be relieved of liability for loss or damage to completed portions of the work other than loss or damage caused by the acts, omissions, or breaches of warranty by PM/D. Such taking of possession by Owner shall not relieve PM/D from any other provisions of the Contract Documents, shall not constitute a final acceptance of any such work or of work not completed in accordance with the Contract Documents, and shall not relieve PM/D from responsibility for correcting defective workmanship or materials in the area so occupied.

20.1.3 Owner may at any time during the performance of the work enter the work area for the purpose of performing any necessary work by Owner labor or other contractors, and for any other purpose in connection with the installation of facilities. In doing so, Owner shall endeavor not to interfere with PM/D, and PM/D shall not interfere with other work being done by or on behalf of Owner.

## 21 ACCEPTANCE

Unless otherwise provided in the Contract Documents, Owner's acceptance of PM/D's work shall be accomplished by Owner recording a Notice of Completion as promptly as practicable after completion, inspection, and testing of all work required by the Contract Documents. The start date of PM/D's obligations under the "One-Year Correction Period" Section of the General Conditions, and of the manufacturers' and installers' warranties required by the Contract Documents will be the issuance of the Certificate of Substantial Completion by the Architect. Owner's acceptance of the work shall not be construed to limit Owner's rights under the Contract Documents or release PM/D from any responsibility for latent defects, for correcting Defective Work, or for honoring any warranty obligations of the Contract Documents.

## 22 MISCELLANEOUS PROVISIONS

### 22.1 ASSIGNMENT

Neither the Contract nor any portion thereof may be assigned by PM/D unless approved in writing by Owner. If PM/D is not a corporation with publicly traded stock, then the transfer of more than 25% of the stock held by shareholders of the corporation shall be deemed an assignment for purposes of this clause. Any attempted assignment contrary to the provisions of this Section shall be void.

Notwithstanding the foregoing, claims for monies due or to become due to PM/D from Owner under the Contract may be assigned with the written consent of the Director to a surety, bank, trust company, or other financial institution and may thereafter be further assigned or reassigned to any such institution. To effect such assignments, PM/D, or PM/D's assignee, shall submit a written request to Owner enclosing a letter from the proposed assignee indicating that it will accept such assignment.

### 22.2 ORAL MODIFICATION

No oral statement shall in any manner modify the Contract. All changes to the Contract must be in writing.

### 22.3 NO WAIVER

No failure on the part of Owner or PM/D to exercise any right or remedy under the Contract Documents shall operate as a waiver of any other right or remedy that Owner or PM/D may have. A waiver by Owner or PM/D of any breach or failure to perform under the Contract Documents shall not constitute a waiver of any subsequent breach or failure. The failure of Owner or PM/D to enforce a requirement of the Contract Documents in one or more instances shall not preclude Owner or PM/D from subsequently enforcing such requirement(s).

### 22.4 RECORDS, AUDITS, AND INSPECTION RIGHTS

PM/D shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract. PM/D’s accounting and control system shall be in accordance with generally accepted accounting practices of the construction industry. PM/D shall preserve all of its books and records relating to this Contract, including but not limited to its job cost records, payables/receivables records, accounting books, bids, cancelled checks, receipts, subcontracts, purchase orders, journals, vouchers, payrolls, correspondence, drawings, daily logs, photographs, and memoranda, for a period of 4 years after final payment. Should PM/D cease to exist as a legal entity, PM/D shall forward its records pertaining to this Contract to the surviving entity in a merger or acquisition, or, in the event of liquidation, to Owner.

Owner, the California State Auditor, and their contracted representatives, shall have the right to examine and audit PM/D’s accounting procedures and internal controls of PM/D’s financial systems and to inspect and copy any books and records relating to this Contract. Such an examination, audit, and/or inspection may be requested at any time during the Project. PM/D shall cooperate fully with Owner and the California State Auditor in the conduct of such examinations, audits, and inspections, shall grant full access at all reasonable times to its offices, the Project site, and its books and records relating to the Contract, and shall allow Owner to interview PM/D’s employees who might reasonably have information related to PM/D’s books and records, provided that Owner has given PM/D at least one working day’s advance notice of Owner’s or the California State Auditor’s intent to examine, audit, inspect, and interview

employees. All examinations, audits, inspections, and interviews shall be conducted during normal business hours. PM/D shall include in all its subcontracts a provision giving Owner and the California State Auditor the same rights to examine and audit the Contractor's accounting procedures and internal controls of its financial systems, inspect the Contractor's books and records relating to the Project, and interview Contractor's employees as PM/D has given the Owner and the California State Auditor in this Section.

**22.5 PUBLIC RECORDS ACT**

Pursuant to the California Public Records Act ("CPRA"), Government Code Sections 6250 et seq., all records provided by PM/D to Owner are subject to public disclosure upon request except as otherwise provided by law. Prior to their submission to Owner, PM/D shall identify any records it believes are exempt from disclosure, and identify the applicable CPRA exemption. If the disclosure of such records is subsequently requested, Owner will notify PM/D of such request. Unless PM/D obtains a protective order issued by a court restricting disclosure of the requested records, Owner may disclose the records if Owner determines that the Public Records Act requires disclosure. PM/D shall indemnify and defend Owner in any action to compel disclosure of such records that PM/D has identified as exempt from CPRA and requested Owner not to disclose.

**22.6 PATENT INFRINGEMENT**

PM/D shall promptly report to Owner any notice or claim of patent infringement arising from the performance of the Contract. PM/D shall, upon Owner's request, furnish to Owner any and all information in PM/D's possession relevant to such notice or claim. PM/D shall indemnify and defend Owner from any and all claims or lawsuits on account of any alleged patent infringement arising out of the performance of the Contract, and shall pay any judgment rendered against Owner, its officers, or its employees resulting from such claim or lawsuit, except in cases where the patent infringement arises from an item specified by Owner. Owner shall indemnify and defend PM/D from any and all claims or lawsuits on account of any patent infringement arising out of the performance of the Contract, and shall pay any judgment rendered against PM/D, its officers, or its employees resulting from such claim or lawsuit where the patent infringement arises from an item specified by Owner.

**22.7 ASSIGNMENT OF ANTITRUST ACTIONS**

Public Contract Code Section 7103.5 provides: "In entering into a public works contract or subcontract to supply goods, services, or materials pursuant to a public works contract, the contractor and/or subcontractor offers and agrees to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 [commencing with Section 16700] of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the contractor, without further acknowledgment by the parties." PM/D acknowledges and agrees to the foregoing provision, and shall cause it to be included in full in its Construction Contract(s) to effectuate this assignment and the requirements of Section 7103.5.

**22.8 OWNER'S PROPERTY ON SITE**

All of Owner's property removed or displaced pursuant to this Contract shall remain the property of Owner unless expressly stated otherwise in the Contract Documents, and PM/D shall exercise reasonable care to prevent loss or damage to such property and shall promptly deliver it to the

place designated by Owner. In particular, all excavated clean soil is the property of Owner and shall remain on site unless otherwise provided in the Contract Documents or otherwise directed by Owner in writing.

**22.9 WRITTEN NOTICE**

All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

For PM/D:

| | |
|---|---|
| Name: | Griffin Structures, Inc. |
| Address: | 2 Technology Drive, Suite 150 |
| City: | Irvine, CA 92618 |
| Attn: | Roger Torriero |
| Phone: | 949.497.9000 |
| E-mail: | rtorriero@griffinholdings.net |

For OWNER:

| | |
|---|---|
| Name: | County Executive Office/Chief Real Estate |
| Address: | 300 N. Flower St., 3rd Floor |
| City: | Santa Ana, CA 92703 |
| Attn: | Scott Mayer |
| Phone: | 714.834.3046 |
| E-mail: | Scott.Mayer@ocpw.ocgov.com |

Notice via electronic mail is insufficient.

**23. COMPLETION OF PROJECT**

23.1 PM/D's Notice of Completion. When PM/D considers that the Work is ready for its intended use, PM/D will notify County in writing that the Work is substantially complete (except for punchlist items specifically listed by PM/D as incomplete) in accordance with the Plans and Specifications ("PM/D's Notice of Completion"). Promptly thereafter, Owner, PM/D, CMAR and Architect will inspect the Project Work to determine the status of completion. If Owner or Architect does or do not consider the Work substantially complete, then Owner or Architect will notify PM/D in writing giving the reasons therefore. If Architect considers the Work substantially complete, then Architect will prepare and deliver to County a tentative certificate of Substantial Completion. The tentative Certificate of Substantial Completion will include by attachment a tentative list of items to be completed or corrected. Owner will review the tentative certificate and the attached list and notify Architect and PM/D of any objection. Once PM/D addresses all of Owner's objections to Owner's reasonable satisfaction, Architect will then issue a definitive Certificate of Substantial Completion (with the potential of a revised tentative list of items to be completed or corrected) agreed to by the Architect, the PM/D and the Owner. The Certificate of Substantial Completion will include by attachment the list of items to be completed or corrected. Owner and PM/D will prepare an addendum to the Certificate of Substantial Completion stating their respective responsibilities for security, maintenance, heat, utilities, and changes to the Work and insurance.

23.2 Notice of Completion. Following the completion of each of the items specifically identified in the Certificate of Substantial Completion as incomplete, if any, and upon written request from PM/D for issuance of the Notice of Completion, Owner will inspect the Project to determine whether or not the Project has been completed in compliance with the Plans and Specifications and with this Contract. If

Owner determines that the Project is complete and in compliance with this Contract, then Owner will issue a Notice of Completion for the Project to PM/D, who may record the Notice of Completion. If Owner determines that the Project is not in compliance with this Contract, then Owner must, within fifteen (15) calendar days of PM/D's written request, provide to PM/D a written statement setting forth all of the reasons for Owner's failure or refusal to issue a Notice of Completion. The statement must also specify the action(s) PM/D must take to obtain a Notice of Completion from Owner. If the reason for Owner's refusal is confined to the immediate unavailability of specific items or materials for construction or landscaping or other minor items, Owner may, but is not required to, issue its Notice of Completion upon the posting of a bond or irrevocable standby letter of credit by PM/D in a form reasonably acceptable to Owner in an amount representing the fair value of the Work not yet completed, as reasonably determined by Owner. After addressing the issues set forth in Owner's written notice, PM/D will again notify Owner to request issuance of the Notice of Completion and the Parties will continue to repeat the inspection and notice procedures until Owner issues the Notice of Completion.

***END OF GENERAL CONDITIONS***

# DIVISION 01-GENERAL REQUIREMENTS

**SECTION 01001**

**DRAWING SHEET INDEX**

***END OF DRAWING SHEET INDEX***

**SECTION 01002**
**DESCRIPTION OF PROJECT**

**SECTION 01010**
**SUMMARY OF WORK**

## 1. WORK COVERED BY CONTRACT DOCUMENTS

A. Work covers construction of a County project as precisely defined in the construction documents.

Note: PM/D shall maintain all existing services with minimum disruption. Any service disruption shall first be approved by the Director.

B. Related Requirements Specified Elsewhere:

(1) Description of Project.
(2) Project Meetings.
(3) Submittals.
(4) Shop Drawings, Product Data, and Samples.
(5) Testing and Inspection.
(6) Construction Facilities & Temporary Controls.
(7) Substitutions & Product Options.
(8) Contract Closeout.

C. PM/D's Duties:

(1) Except as specifically noted, provide and pay for:

(a) Labor, materials, and equipment.
(b) Tools, construction equipment, and machinery.
(c) Water, heat, and utilities required for construction including any metering and connection fees or charges except County will pay for water acreage assessment charges.
If any utilities are in place and in use by the County at the site, PM/D, to the extent available, at no cost may utilize such utilities (excluding telephone). For limitations see Temporary Facilities and Controls.
(d) Other facilities and services necessary for proper execution and completion of work to provide a facility capable of operation.

(2) Pay legally required sales, consumer, and use taxes.

(3) Secure and pay (as Allowances) for as necessary for proper execution and completion of work and as applicable at time of receipt of bids: Permits, government fees, and licenses. **Note: For this project, PM/D must pay the permit fees (as an Allowance) and fulfill the conditions of the permit from the Orange County Planning & Development Services Department.**

(4) Give required notices.

(5) Comply with latest adopted edition of California Building Code and other codes, ordinances, rules, regulations, orders, and legal requirements of public authorities which bear on performance of work.

(6) Promptly submit written notice to the Owner of observed variance of contract documents from legal requirements.

(a) Appropriate modifications to contract documents will adjust necessary changes.
(b) Assume responsibility for work known to be contrary to such requirements, without notice.

(7) Enforce strict discipline and good order among employees. Do not employ on work:

(a) Unfit persons.
(b) Persons not skilled in assigned task.

## 2. CONTRACTS

Construct work under multiple cost plus fee with guaranteed maximum price or lump sum contracts.

## 3. CONTRACTOR USE OF PREMISES

A. Limit use of premises for work and construction operations related only to this Project.
B. Coordinate use of premises and access through the Director.
C. Confine operations at the project site to areas permitted by law, ordinances, permits, and Contract Documents.
D. Do not unreasonably encumber project site with materials or equipment.
E. Do not load any structure with weight that may endanger structure.
F. Assume full responsibility for protection and safekeeping of material and equipment stored on premises and also in-progress work until completion and acceptance of the entire construction (but PM/D may make a claim on the builder's risk policy for damages).
G. Move stored material and equipment, which interfere with operations of the facility or operations of other contractors.
H. Obtain and pay for use of additional off-site storage or work areas beyond that provided by the Owner in the Contract.

# SECTION 01020
# ALLOWANCES

## 1. SUMMARY

A. Include in the GMP all allowances named in the Contract Documents. The amount of each allowance includes:

1. The cost of the Product to PM/D, less any applicable trade discounts.
2. Delivery to the site including handling, unloading, uncrating and storage.
3. Protection from the elements from damage.
4. Labor for installation and finishing.
5. Other expenses required to complete installation.
6. Applicable taxes.
7. Overhead and profit.

B. PM/D shall file a "No Collusion Affidavit" with OC Public Works in regards to the actual cost price of allowance items, and allow any requested examination of his accounts and those of his materials.

## 2. ALLOWANCES

A. Allowances as specified in this Section, are in addition to the scope defined in the Contract Documents and PM/D shall add the Total Allowance to complete his GMP.

B. Payment for allowances shall be based on direct costs actually incurred by PM/D for labor, materials, equipment, or other expenses required to accomplish the allowance. All payments shall be based on PM/D's actual expense less any applicable trade discounts as verified by invoice(s), delivery to the site including handling, unloading, uncrating and storage, protection from the elements of damage, labor for installation and finishing, other expenses required to complete installation, applicable taxes, and charge for overhead and profit.

C. Upon completion of the Project, all of the Allowances will be corrected (netted out to an aggregate add or deduct) by a writing signed by Owner and PM/D to reflect the actual sums authorized for work as Allowance items.

D. A list of allowances is tabulated in the Schedule of Values.

## 3. ADJUSTMENT OF COSTS

A. The bid allowance will be adjusted upward or downward at the completion of the Project to reflect the actual amount. Should the cost be more or less than the specified amount of the Allowance, the Contract Sum will be adjusted accordingly by a writing signed by Owner and PM/D.

B. Submit claims for anticipated additional costs caused by the Allowance prior to execution of the work.

## 4. SUBMITTALS

A. Submit proposals for purchase of products or systems included in Allowances in the format specified for Change Orders.

B. Submit invoices or delivery slips to indicate actual quantities of materials delivered to the site for use in fulfillment of each Allowance.

**5. DESCRIPTION OF ALLOWANCE**

# SECTION 01090
# REFERENCE STANDARDS

## A. DRAWING SYMBOLS

General: Except as otherwise indicated on the drawings, graphic symbols used on drawings are those symbols recognized in the construction industry for purposes indicated. Where not otherwise noted, symbols are defined by "Architectural Graphic Standards", published by John Wiley & Sons, Inc., seventh edition.

Mechanical/Electrical Drawings: Graphic symbols used on mechanical/electrical drawings are generally aligned with symbols recommended by ASHRAE. Where appropriate, these symbols are supplemented by more specific symbols as recommended by other recognized technical associations including ASME, ASPE, IEEE and similar organizations. Refer instances of uncertainty to the Architect/Engineer for clarification before proceeding.

Equal: Words such as "equal," "approved equal," "equivalent," and terms of similar import shall be understood to be followed by the phrase "in the opinion of the Architect/Engineer" unless stated otherwise.

## B. FORMAT AND SPECIFICATION CONTENT EXPLANATIONS

Format Explanation: Although some portions of these Specifications may not be in complete compliance with this format, no particular significance shall be attached to such compliance or non-compliance.

Subordination of Text: Portions of specification text are subordinated to other portions in the following manner (lowest level to highest):

**Indented** (from left margin): paragraphs and lines of text are subordinate to preceding text which is not indented, or which is indented by a lesser amount.
**Subarticle titles**: which are printed in upper/lower-case lettering.
**Article titles**: which are printed in upper-case lettering.
**Underscoring**: is used to assist the reader of specification text in scanning the text for key words.
**Imperative language**: is used generally in specifications. Except as otherwise indicated, requirements expressed imperatively are to be performed by PM/D. For clarity of reading at certain locations, contrasting subjective language is used to describe responsibilities which must be fulfilled indirectly by the Contractor, or when so noted, by others.

Overlapping and Conflicting Requirements: Where compliance with two or more industry standards or sets or requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement is intended and will be enforced, unless specifically detailed language written into the Contract clearly indicates that a less stringent requirement is to be fulfilled. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to the Architect for a decision before proceeding.

Furnish: Except as otherwise defined in greater detail, the term "furnish" is used to mean supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, as applicable in each instance.

Indicated: The term "indicated" is a cross-reference to graphic representations, notes, or schedules on Drawings, to other paragraphs or schedules in the Specifications, and to similar means of recording requirements in the Contract. Where terms such as "shown," "noted," "scheduled" and "specified" are used in lieu of "indicated," it is for the purpose of helping the reader locate cross-reference and no limitation of location is intended except as specifically noted.

## C. INDUSTRY STANDARDS

General Applicability of Standards: Except to the extent that more explicit or more stringent requirements are written directly into the Contract, applicable standards of the construction industry have the same force and effect (and are made a part of the Contract by reference) as if copied directly into the Contract, or as if published copies were bound herewith. Refer to individual specification sections for specialized codes and standards that the Contractor must keep on the Project site and available for reference.

Referenced Standards: Referenced directly in the Contract or by governing regulations have precedence over non-referenced standards which are recognized in industry for applicability to work.

Publication Dates: Except as otherwise indicated, where compliance with an industry standard is required, comply with the standard in effect as of the date of the Contract.

Updated Standards: At the request of the Architect/Engineer the PM/D or governing authority shall submit a Request for Change where an applicable industry code or standard has been revised and reissued after the date of the Contract and before the performance of the affected work.

Install: Except as otherwise defined in greater detail, term "install" is used to describe operations at the Project site including unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing protecting, cleaning and similar operations, as applicable in each instance.

Installer: The term "installer" is defined as the entity (person or firm) engaged by the PM/D, PM/D's Contractor for performance of a particular unit of work at the Project site, including installation, erection, application and similar required operations. It is a general requirement that such entities (installers) be expert in the operations they are engaged to perform.

Manufacturer: An individual, company, or corporation who manufactures, fabricates, or assembles a standard product. A standard product is one that is not made to special design, and is furnished by either direct sale or by contract to the PM/D, Contractor or Vendor.

Material Supplier or Vendors: A person or organization who supplies, but who is not responsible for the installation of, materials, products and equipment of a standard nature that are not specifically fabricated for this particular contract.

Minimum Quality/Quantity: In every instance, the quality level or quantity shown or specified is intended to be the minimum for the work to be performed or provided. Except as otherwise

specifically indicated, the actual work may either comply exactly with that minimum (within specified tolerances), or may exceed that minimum within reasonable limits. In complying with these requirements, indicated numeric values are either minimums or maximums as noted, or as appropriate for context of the requirements. Refer instances of uncertainty to the Architect/Engineer for a decision before proceeding.

Perform: The word "perform" shall mean that the PM/D, at the PM/D's expense, shall perform all the operations necessary to complete the work or the mentioned portions of the work, including furnishing and installing materials as are indicated, specified, or required to complete such performance.

Product: The term "product" includes materials, systems and equipment.

Project Site: The term "Project site" is defined as the space available to the PM/D for performance of the work, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the drawings, and may or may not be identical with the description of the land upon which Project is to be built.

Provide: Except as otherwise defined in greater detail, term "provide" means furnish and install, complete and ready for intended use.

Specialists Assignments: In certain instances, specification text requires (or implies) that specific work is to be assigned to specialists or expert entities, who must be engaged for the performance of that work. Such assignments shall be recognized as special requirements over which the PM/D has no choice or option. These requirements should not be interpreted so as to conflict with the enforcement of building codes and similar regulations governing the work; they are also not intended to interfere with local union jurisdiction settlements and similar conventions. Such assignments are intended to establish which party or entity involved in a specific unit of work is recognized as an "expert" for the indicated construction processes or operations. Nevertheless, the final responsibility for fulfillment of the entire set of contract requirements remains with the PM/D.

Testing Laboratories: The term "testing laboratory" is defined as an independent entity engaged to perform specific inspections or tests of the work, either at the Project site or elsewhere; and to report, and (if required) interpret results of those inspections or tests.

Trades: Except as otherwise indicated, the use of titles such as "carpentry" in specification text, implies neither that the work must be performed by an accredited or unionized trades-person of corresponding generic name (such as "carpenter"), nor that specified requirements apply exclusively to work by trades-persons of that corresponding generic name.

## D. COPIES OF STANDARDS

Abbreviations and Names: Where acronyms or abbreviations are used in the specifications or other Contract documents they are defined to mean the industry recognized name of the trade association, standards generating organization, governing authority or other entity applicable to the context of the text provision. Refer to the "Encyclopedia of Associations", published by Gale Research Co., and the following partial list:

| | |
|---|---|
| AA | Aluminum Association |
| AAMA | American Architectural Manufacturer's Association |
| AASHTO | American Association of State Highway and Transportation Officials |

| | |
|---|---|
| A-E | Architect-Engineer (hired by County to design the project) |
| ACI | American Concrete Institute |
| ACIL | American Council of Independent Laboratories |
| AGA | American Gas Association |
| AI | Asphalt Institute |
| AIA | American Institute of Architects |
| A.I.A. | American Insurance Association |
| AISC | American Institute of Steel Construction |
| AISI | American Iron and Steel Institute |
| AITC | American Institute of Timber Construction |
| ALSC | American Lumber Standards Committee |
| AMCA | Air Movement and Control Association |
| ANSI | American National Standards Institute |
| APA | American Plywood Association |
| ASHRAE | American Society of Heating, Refrigerating, Air Conditioning Engineers |
| ASME | American Society of Mechanical Engineers |
| ASPE | American Society of Plumbing Engineer |
| ASSE | American Society of Sanitary Engineering |
| ASTM | American Society for Testing and Materials |
| AWI | Architectural Woodwork Institute |
| AWPA | American Wood Preservers Association |
| AWPB | American Wood Preservers Bureau |
| AWS | American Welding Society |
| AWWA | American Water Works Association |
| BHMA | Builder's Hardware Manufacturers Association |
| CAL/OSHA | California Occupational Safety and Health Regulations |
| CFR | Code of Federal Regulations |
| CPSC | Consumer Product Safety Commission |
| CRSI | Concrete Reinforcing Steel Institute |
| CS | Commercial Standard of NBS (U.S. Dept. of Commerce) |
| CTI | Ceramic Tile Institute |
| DHI | Door and Hardware Institute |
| DOC | Department of Commerce |
| DOT | Department of Transportation |
| EPA | Environmental Protection Agency |
| FAA | Federal Aviation Administration (U.S. Dept of Transportation) |
| FCC | Federal Communications Commission |
| FGMA | Flat Glass Marketing Association |
| FM | Factory Mutual System |
| FS | Federal Specification (General Services Administration) |
| GA | Gypsum Association |
| ICBO | International Conference of Building Officials |
| IEEE | Institute of Electrical and Electronic Engineers, Inc. |
| IESNA | Illuminating Engineering Society of North America |
| IGCC | Insulating Glass Certification Council |
| MBMA | Metal Building Manufacturer's Association |
| MIL | Military Standardization Documents (U.S. Dept of Defense) |
| ML/SFA | Metal Lath/Steel Framing Association |
| NAAMM | National Association of Architectural Metal Manufacturers |
| NBHA | National Builders Hardware Association (Now Part of DHI) |

| | |
|---|---|
| NBS | National Bureau of Standards (U.S. Dept of Commerce) |
| NEC | National Electrical Code (by NFPA) |
| NEII | National Elevator Industry, Inc. |
| NEMA | National Electrical Manufacturers Association |
| NFPA | National Fire Protection Association |
| N.F.P.A. | National Forest Products Association |
| NRCA | National Roofing Contractors Association |
| NSF | National Sanitation Foundation |
| NWMA | National Woodwork Manufacturers Association |
| OCPDS | Orange County Planning and Development Services Department (now called OC Public Works/Planning) |
| OCPW | OC Public Works |
| OSHA | Occupational Safety Health Administration (U.S. Dept. of Labor) |
| PCI | Prestressed Concrete Institute |
| PS | Product Standard of NBS (U.S. Dept. of Commerce) |
| SDI | Steel Deck Institute |
| S.D.I. | Steel Door Institute |
| SGCC | Safety Glazing Certification Council |
| SIGMA | Sealed Insulating Glass Manufacturers Association |
| SMACNA | Sheet Metal and Air Conditioning Contractors' National Association |
| SSPC | Steel Structures Painting Council |
| SSPWC | Standard Specifications for Public Works Construction |
| TCA | Tile Council of America |
| UBC | Uniform Building Code |
| UL | Underwriters Laboratories |
| UMC | Uniform Mechanical Code |
| UPC | Uniform Plumbing Code |
| USDA | United States Department of Agriculture |
| WCLIB | West Coast Lumber Inspection Bureau (Grading Rules) |
| WIC | Woodwork Institute of California |
| WWPA | Western Wood Products Association (Grading Rules) |
| W.W.P.A. | Woven Wire Products Association |

## E. GOVERNING REGULATIONS/AUTHORITIES

General: Contact governing authorities directly for necessary information and decisions having a bearing on the performance of work.

Copies of Regulations: Obtain copies of regulations needed for reference, and retain at the Project Site during the work of the Project.

"Regulations" is defined to include laws, statutes, ordinances, and lawful orders issued by governing authorities, as well as those rules, conventions and agreements within the construction industry which effectively control the performance of the work regardless of whether they are lawfully imposed by governing authority or not.

Trade Union Jurisdictions: The manner in which the Contract has been organized and subdivided is not intended to be an indication of jurisdictional or trade union agreements. Assign and subcontract the work, and employ trades-men and laborers, in a manner which will not unduly risk jurisdictional disputes of a kind which could result in conflicts, delays, claims and losses in the performance of the work.

Permits, Licenses, and Certificates: For the OWNER's records, submit copies of permits, licenses, certificates, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, and similar documents, correspondence and records established in conjunction with compliance with standards and regulations bearing upon performance of the work.

**SECTION 01350**
**SUBMITTALS**

**1**.

**SECTION 01400**
**QUALITY REQUIREMENTS**

**1.**

# SECTION 01450
# CUTTING AND PATCHING

# SECTION 01700
# CONTRACT CLOSEOUT

## 1. CLEANING

A. PM/D shall remove on a regular basis all dirt, debris, waste, rubbish, unused construction materials and implements of service from the buildings, the work area, and the entire site. Such materials shall not be used in backfilling or buried anywhere on the site.

B. At the completion of the work, thoroughly clean the interior and exterior of the buildings, including fixtures, equipment, floors and hardware, removing all misplaced plaster, paint and other finishes, and removing stains, dust, and dirt. Thoroughly clean all roofs, decks, sills, ledges, horizontal projections, steps, rails or other surfaces where dust and debris have accumulated. All glass and metal shall be cleaned and polished; ceramic tile surfaces and plumbing fixtures shall be cleaned properly.

C. Prior to final inspection, the PM/D shall remove all his plant, tools, materials, sheds, temporary power poles and other articles from the property of the Owner. Should he fail to take prompt action, the Owner (at its option and without waiver of such other rights as it may have) may, on 30 days-notice, treat them as abandoned property.

## 2. PROJECT RECORD DOCUMENTS

A. The PM/D shall maintain on the job site a complete "as-built" record set of electronic and/or prints. This set shall be corrected on a regular basis in red to show every change from the original contract documents and shall be marked to show the precise horizontal and vertical location of concealed work. This shall not be construed as authorization for the PM/D to make changes in the layout work without definite instructions in each case.

B. It is the responsibility of the PM/D to see that his Contractors comply with these requirements.

C. The record drawings, clearly marked, shall be turned over to the Owner at the completion of the project.

## 3. OPERATIONS AND MAINTENANCE DATA

A. At 90 percent of construction completion, the PM/D shall submit to Owner, through the A-E, complete operating instructions, wiring and control diagrams, and maintenance manuals for all mechanical, electrical, conveying and specialty equipment installed in the facility. The data shall be complete at the time of submittal.
Partial submittals will be rejected. Initially, one copy of the submittal shall be submitted to the A-E for approval. Following approval, an electronic version will be submitted to Owner. This submittal shall include all data deemed necessary by County to operate and/or maintain the equipment, such as:

(1) Complete operating manuals.
(2) Maintenance manuals shall include:

(a) Maintenance instructions.
(b) Troubleshooting instructions.
(c) Wiring diagrams showing component values.
(d) Control diagrams.
(e) Parts lists, including ordering number.

(f) Component shop assembly drawings, including exploded views.
(g) Field assembly drawings.
(h) Recommended spare parts inventory for two years maintenance with itemized cost of each type of part.
(i) List of special tools, with cost of each tool, required in normal maintenance

B. Prior to acceptance of the work, mechanical equipment must be put into operation in the presence of the A-E and Owner maintenance personnel and maintenance personnel must be instructed in the operation and maintenance of equipment.

## 4. GUARANTEES AND WARRANTIES

A. Except as otherwise expressly provided in this contract, and in addition to all other warranties expressed, implied, or customary in the trade, the PM/D warrants all work to be free from defects of design, material, and workmanship, for a period of one year from date of Notice of Substantial Completion. The PM/D, promptly after receipt of notice, shall make good at its expense all defects developing during this period, including labor and material. If, in the opinion of Owner's Project Manager, defective materials or workmanship require immediate correction or attention to prevent loss to the Owner, or to prevent interruption of operations of the County of Orange, the Owner will attempt to give the notice required by this article, but the Owner may, notwithstanding the provisions of this article, proceed to make such correction or provide such attention and the costs of such correction or attention shall be charged against the PM/D. Such action by the Owner will not relieve the PM/D of the guarantees provided in this article or elsewhere in this contract.

B. All Contractors', manufacturers', or suppliers' warranties and guarantees, expressed or implied, respecting any material or equipment used in or a part of the work (whether on equipment of the nature above specified or otherwise) shall be deemed obtained by the PM/D as the agent of the Owner and all such warranties and guarantees shall inure to the benefit of the Owner without the necessity of separate transfer or assignment thereof; provided that, if directed by the Owner's Project Manager, the PM/D shall require such Contractors, manufacturers, or suppliers to execute such warranties and guarantees in writing to the County of Orange.

C. The remedies provided for in this clause shall not be restrictive of but shall be cumulative and in addition to all other remedies of the Owner in respect of latent defects or fraud, and any and all warranties expressed or implied.

## 5. COMPLETION

In addition to those items previously mentioned in this section, the PM/D must submit to the Owner's Project Manager the following items before Completion of the project can be considered:

(1) Revised up-to-date subcontractor list with names, addresses, and phone numbers.
(2) Building permit card signed as final by all inspectors.
(3) Roof bond and other certificates as specified.
(4) Copies of all test and inspection reports.
(5) Provide Certificate of Use and Occupancy, if required.

# SECTION 01730
# OPERATIONS AND MAINTENANCE DATA

## 1. MANUALS

General:

Where manuals are required to be submitted covering items included in this work, prepare all such manuals in electronic format with at least the following:

A. Copy of all guarantees and warranties issued.
B. Maintenance and operation instructions:

(1) Procure or prepare and include in manuals, operating and/or maintenance instruction for all equipment and/or materials that will require any adjustments, servicing, or attention for its proper operation or use.
(2) These instructions shall set forth all the information necessary for the Owner to operate, make full and efficient use of, and perform such maintenance and servicing as would ordinarily be done by Owner personnel.
(3) Write instructions in simple, non-technical language, when possible, with sufficient diagrams and explanation, where necessary, to be readily understandable to the average layman. Possible hazards shall be particularly pointed out with instructions cautioning against mistakes that might result in damage or danger to equipment, building, or personnel.

Extraneous data:

Where contents of manuals include manufacturer's catalog pages, clearly indicate the precise items included in this installation and delete or otherwise clearly indicate all manufacturers' data with which this installation is not concerned.

## 2. MANUAL CONTENT

Neatly typewritten table of contents for each volume; arrange in systematic order.

List:

A. PM/D, name of responsible principal, address, and telephone number.

B. Each product including name, address, and telephone number of:

(1) Subcontractor or installer.
(2) Recommended maintenance contractor.
(3) Local source for replacement parts.

C. Product name and other identifying symbols as set forth in the Contract Documents.

D. Product Data:

(1) Include only those sheets which are pertinent to specific product.
(2) Annotate each sheet to:

(a) Clearly identify the specific product or part installed.
(b) Clearly identify data applicable to the installation.
(c) Delete references to inapplicable data.

E. Drawings:

(1) Supplement product data with drawings where necessary to clearly illustrate:

(a) Relations of component parts.
(b) Control and flow diagrams.

(2) Do not use "Project Record Documents" as maintenance drawings.

F. Written Test:

(1) Provide where necessary to supplement Product Data and drawings. Organize in consistent format under separate headings for different procedures.
(2) Provide a logical sequence of instructions for each procedure.

G. Warranties and Maintenance Contracts

Provide copies of each of the following:

(1) Proper procedures in the event of failure.
(2) Instances which might affect validity of warranties or contracts.

## 3. MANUAL FOR ARCHITECTURAL MATERIALS AND FINISHES

Include the following manufacturer's data:

A. Catalog number, size, and composition.
B. Color and texture designations.
C. Required reordering information.
D. Recommended cleaning materials and methods.
E. Cautions against detrimental cleaning materials and methods.
F. Recommended cleaning and maintenance schedule.

Submit specified information for the following, if applicable:

A. Finish Hardware.
B. Resilient Flooring.
C. Fire Extinguishers.

## 4. MANUAL FOR MECHANICAL EQUIPMENT AND SYSTEMS

Include the following manufacturer's data:

A. Description of unit and component parts including:

(1) Function, normal operating characteristics, and limiting conditions.
(2) Performance curves, engineering data, and tests.
(3) Complete nomenclature and commercial number of replaceable parts.

B. Operating procedures including:

(1) Start-up, break-in routine, and normal operating instructions.
(2) Regulations, control, stopping, shut-down, and emergency instructions.
(3) Summer and winter operating instructions.
(4) Special operating instructions.

C. Maintenance procedures including:

(1) Routine operations.
(2) Trouble-shooting guide.
(3) Disassembly, repair and reassembly.
(4) Alignment, adjusting, and checking.
(5) Servicing and lubricating schedule, including recommended lubrications.

D. Manufacturer's printed operating and maintenance instructions.
E. Control systems operation sequences.
F. Parts list, illustrations, assembly drawings, and diagrams necessary for maintenance, including:

(1) Life expectancy of parts subject to wear.
(2) Items recommended to be stocked as spare parts.

G. As-installed control systems diagrams.
H. Color code legend, if any.
I. Valve tag number chart, with location and function of each valve.

## 5. MANUAL OF UNIT AND COMPONENT PARTS INCLUDING

A. Description of unit and component parts including:

(1) Function, normal operating characteristics and limiting conditions.
(2) Performance curve, engineering data and tests.
(3) Complete nomenclature and commercial number of replaceable parts.

B. Panel board circuit directories indicating:

(1) Electrical service.
(2) Controls.
(3) Communications, if any.

C. As-installed wiring color-code legend, if any.

D. Operating procedure including:

(1) Routine and normal operating instructions.
(2) Sequences required.
(3) Special operating instructions.

E. Maintenance procedures, including:

(1) Routine operations.
(2) Trouble-shooting guide.
(3) Disassembly, repair, and reassembly.
(4) Adjustment and checking.

F. Manufacturer's printed operating and maintenance instructions.

G. Parts list, including current prices, and recommended spare parts to be maintained in storage.

Submit specified information for the following:
Electrical equipment as specified in Sections 16000 through 16721 of these specifications.

## 6. ADDITIONAL DATA

Prepare and include the following:

A. Additional data when need becomes apparent during instruction to Owner's personnel.
B. Additional data specified in other sections of Specifications to be included.

## 7. SUBMITTAL SCHEDULE

A. Preliminary Draft:
(1) Submit two copies of the proposed format, approximately thirty (30) days before Substantial Completion.
(2) The Architect/Engineer will review and return one copy with comments.

B. Final Submittal:

(1) Submit, in final form, one copy of complete data fifteen (15) days prior to final inspection. Copy will be returned with comments.
(2) Submit four (4) copies, in approved final form, prior to final inspection and acceptance.

## 8. INSTRUCTION OF THE COUNTY'S PERSONNEL

Prior to final acceptance and payment, instruct the Owner's personnel in necessary operation, adjustment, and maintenance of the products, equipment, and systems.

Operating and maintenance manual shall constitute basis of instruction.

Review manual contents with the Owner's personnel, in detail, to explain all aspects of operations and maintenance.

A listing of all personnel receiving instructions, complete with signature verifying same, dates of instruction and other pertinent data shall be delivered to the Owner upon completion of instruction session(s).

# SECTION 01740
# WARRANTIES AND GUARANTEES

## 1. SUBMITTAL REQUIREMENTS

Assemble Warranties, and Service and Maintenance Contracts, executed by each of the respective manufacturers, suppliers and Contractors.

Number of original signed copies required: Four (4) each.

Table of Contents: Neatly typed in orderly sequence.

Provide complete information for each one of the following items:

A. Product or Work Item.
B. Firm, with name of principal, address, and telephone number.
C. Beginning date of Warranty, or Service and Maintenance Contract.
D. Duration of Warranty, or Service and Maintenance Contract.
E. Provide the following information for the Owner's Personnel:

   (1) Procedures in case of failure or malfunction.
   (2) Instances which affect Warranty or validity.

F. Contractor, name of responsible principal, address, and telephone number.

## 2. SUBMITTAL FORM

Electronic copy.

**COUNTY OF ORANGE**
a political subdivision of the State of California

Dated: _____

By_____
Chairman of its Board of Supervisors

Facsimile signature authorized per G.C.SEC. 25103, RESO 79-1535, signed and certified that a copy of this Document has been delivered to the Chair of the Board

Attest: _____

_____
Clerk of the Board of Supervisors
Orange County, California

**GRIFFIN STRUCTURES, INC. ***

Dated: _____

_____
Signature

_____
Printed Name and Title

Dated: _____

_____
Signature:

_____
Printed Name and Title

**Approved As To Form: Office of the County Counsel, Orange County, California**

By: _____
Deputy

Dated: _____

***IMPORTANT NOTICE FOR CORPORATIONS:**
Based on California Corporations Code Section 313: One of the following two methods must be used by a corporation when it enters into a contract with the County:

1. The document must be signed by two people. One of them must be the chairman of the board, the president or any vice president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.
2. One corporate officer may sign the Document, providing that written evidence of the officer's authority to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

# EXHIBITS

**COUNTY OF ORANGE CHILD SUPPORT ENFORCEMENT**

(Within 10 Days of Award of Contract)

---

In order to comply with the child support enforcement requirements of the County of Orange, within 30 days of award of contract, the contractor agrees to furnish to the contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;

B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;

C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the contractor to timely submit the data and/or certifications required or to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the contract.

FORM 73A—12/30/2001

***County of Orange***

**LABOR AND MATERIAL PAYMENT BOND**

BOND NO. _____

CONTRACT NO. MA-080-16010981

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS COUNTY OF ORANGE has awarded to

_____

(Contractor's Name and Address)

Hereinafter called "Contractor," a contract for the work described as follows:

***Project***, hereinafter called "Contract"; and WHEREAS, said Contractor is required by the provisions of Sections 9550 et. seq. of the Civil Code to furnish a bond in connection with said Contract, as hereinafter set forth.

NOW, THEREFORE, WE, the undersigned Contractor, as Principal, and

_____

(Name and Address of Surety(ies))

duly authorized to transact business under the laws of the State of California, as Surety(ies), hereinafter called "Surety(ies)," are held and firmly bound unto COUNTY OF ORANGE in the penal sum of _____ Dollars ($_____), lawful money of the United States, said sum being not less than the estimated amount payable by the said COUNTY OF ORANGE under the terms of the Contract, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

BOND NO. _____

THE CONDITION OF THIS OBLIGATION is such that, if said Contractor, his or its heirs, executors, administrators, successors, and assigns, or subcontractors, shall fail to pay for any materials, provisions, provender or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work under the Contract to be done, or for any work or labor thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor, as required by the provisions of Chapter 5 of Title 3 of Part 6 of Division 4 of the Civil Code, and provided that the claimant shall have complied with the provisions of said Civil Code, the Surety(ies) shall pay for the same in an amount not exceeding the sum specified in this bond, otherwise the above obligation shall be void. In case suit is brought upon this bond, the said Surety(ies) will pay a reasonable attorneys' fee to be fixed by the court. This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Section 9100 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond, and shall also cover payment for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor or his or its subcontractors pursuant to Section 13020 of the Unemployment Insurance Code. And the said Surety(ies), for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ___ day of _____,_____.

APPROVED AS TO SURETY AND LIMITS

By _____
CEO/Risk Management

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By _____
Deputy

CMAR

By _____
Name & Title (see footnote)

By _____
Name & Title (see footnote)

SURETY(ies)

By _____

Dated _____

Footnote: Pursuant to the requirements of California Corporations Code section 313, one of the following two methods must be used by a corporation when it enters into a contract with the County:

1) **Two people must sign the document**. One of them must be the chairman of the board, the president or any vice president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.
2) One corporate officer may sign the document, providing that written evidence of the officer's OWNER to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

**Signature of Surety(ies) representative must be notarized. Attach certificate of notarization to this document.**
**Name of Surety(ies) Company must be typed or stamped above signature line of surety(ies) representative.**

***County of Orange***

**FAITHFUL PERFORMANCE BOND**

BOND NO. _____

CONTRACT NO. MA-080-16010981

(The premium charged on this bond is $_____, being at the rate of $_____ per thousand of the Contract price.)

THAT, WHEREAS, the COUNTY OF ORANGE, State of California, entered into a contract dated_____, hereinafter called "Contract," with

_____

(Name and Address of Contractor)

hereinafter called "Principal," for the work described as follows:
***Project***; and WHEREAS, said Principal is required under the terms of said Contract to furnish a bond for the faithful performance of said Contract.

NOW, THEREFORE, WE, the Principal, and

_____

(Name and Address of Surety)

duly authorized to transact business under the laws of the State of California, as Surety, hereinafter called "Surety," are held and firmly bound unto COUNTY OF ORANGE in the penal sum of _____Dollars ($ ), lawful money of the United States, for the payment of which sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

BOND NO. _____

THE CONDITION OF THIS OBLIGATION is such that, if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to, and abide by, and well and truly keep and perform the covenants, conditions and agreements in the said Contract, and in any alteration thereof made as therein provided, on his or its part to be kept and performed, at the time and in the manner therein specified, in all respects according to their true intent and meaning, and shall indemnify, defend with counsel approved in writing by COUNTY, and save harmless the COUNTY OF ORANGE, its officers and agents, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and virtue. And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder, or to the specifications accompanying the same, shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work, or to the specifications.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this ____ day of _____,_____.

APPROVED AS TO SURETY AND LIMITS

By _____
CEO/Risk Management

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By _____
Deputy

Dated _____

CMAR

By _____
Name & Title (see footnote)

By _____
Name & Title (see footnote)

SURETY

By _____

Footnote: Pursuant to the requirements of California Corporations Code section 313, one of the following two methods must be used by a corporation when it enters into a contract with the County:

1) **Two people must sign the document**. One of them must be the chairman of the board, the president or any vice president. The other must be the secretary, any assistant secretary, the chief financial officer or any assistant treasurer.
2) One corporate officer may sign the document, providing that written evidence of the officer's Owner to bind the corporation with only his or her signature must be provided. This evidence would ideally be a corporate resolution.

**Signature of Surety representative must be notarized. Attach certificate of notarization to this document.**
**Name of Surety Company must be typed or stamped above signature line of surety representative.**

# MASTER GROUND LEASE

THIS MASTER GROUND LEASE ("**Lease**") is made and effective as of the ___ day of _____ ("**Effective Date**"), by and between the COUNTY OF ORANGE, a political subdivision of the State of California (hereinafter called "**County**") and GRIFFIN STRUCTURES, INC., a State of California Corporation (hereinafter called "**Tenant**") (each a "**Party**" and collectively, the "**Parties**").

## Recitals

A. County is the fee owner of the Premises (as hereinafter defined).

B. The County is pursuing opportunities to develop the property through a public-private partnership, per Government Code 25515, *et seq*.

C. Tenant has developed properties similar to the property, including the development of civic centers in other counties and cities, and has successfully developed civic spaces for similar uses.

D. Tenant now desires and County is willing to enter into a Master Ground Lease for the development of the property and the lease-back of certain portions of the property to the County.

NOW, THEREFORE, in consideration of the above recitals which are hereby incorporated into this Lease by reference, and mutual covenants and agreements hereinafter contained, County and Tenant mutually agree to the following:

## ARTICLE I
DEFINITIONS

1.1 **Definitions**: The following defined terms used in this Lease shall have the meanings set forth below. Other terms are defined in other provisions of this Lease, and shall have the definitions given to such terms in such other provisions.

1.1.1. "**Additional Rent**" shall have the meaning set forth in Section 3.11.

1.1.2. "**Adjustment Date**" shall have the meaning set forth in Section 3.2.2.

1.1.3. "**Affiliate**" means, with respect to any person (which as used herein includes an individual, trust or entity), which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, such person.

1.1.4. "**Aggregate Transfer**" shall refer to the total percentage of the shares of stock, partnership interests, membership interests, or any other equity interests (which other equity interests constitute "Beneficial Residual Interests" in Tenant) transferred or assigned in one transaction or a series of related transactions (other than an Excluded Transfer) occurring since the latest of (a) the Effective Date, (b) the execution by Tenant of this Lease, or (c) the most recent Tenant Ownership Change; provided, however, that there shall be no double counting of successive transfers of the same interest in the case of a transaction or series of related transactions involving successive transfers of the same interest. Isolated and unrelated transfers shall not be treated as a series of related transactions for purposes of the definition of "Aggregate Transfer."

1.1.5. "**Appraised Value**" means the agreed upon value of the Premises determined by an Appraisal or Appraisals in accordance with Article III, hereof.

1.1.6. "**Auditor-Controller**" means the Auditor-Controller, County of Orange, or designee, or upon written notice to Tenant, such other person as may be designated by the Board of Supervisors.

1.1.7. "**Beneficial Residual Interest**" shall refer to the ultimate direct or indirect ownership interests in Tenant, regardless of the form of ownership and regardless of whether such interests are owned directly or through one or more layers of constituent partnerships, corporations, limited liability companies, or trusts. With respect to an Aggregate Transfer, in lieu of deducting the Improvement Costs (or Successor's Improvement Costs, as the case may be) in determining Net Transfer Proceeds, the cost to the transferor of the interest being transferred or that was transferred in the past but constitutes a portion of an Aggregate Transfer shall be deducted; provided, however, that the amount so deducted shall in no event be less than the prorata share of the Improvement Costs (or Successor's Improvement Costs, as the case may be) as of the respective date of the transfer of each interest in the aggregation pool. Furthermore, in the event that any such Tenant Ownership Change produces a Net Transfer Proceeds, the then-existing Improvement Costs (or Successor's Improvement Costs, as the case may be) shall be increased by an appropriate amount to reflect the basis on which the Net Transfer Proceeds was calculated, and the basis of the interest that was transferred and for which a Net Transfer Proceeds was paid shall also be increased for subsequent transfers of the same interest, as if realized by Tenant on a transfer of a comparable interest in this Lease.

1.1.8. "**Board of Supervisors**" means the Board of Supervisors of the County of Orange, a political subdivision of the State of California.

1.1.9. "**Certificate of Occupancy**" means a temporary or final certificate of occupancy (or other equivalent entitlement, however designated) which entitles Tenant to commence normal operation and occupancy of the Improvements.

1.1.10. "**Chief Real Estate Officer**" means the Chief Real Estate Officer, County Executive Office, County of Orange, or designee, or upon written notice to Tenant, such other person as may be designated by the Board of Supervisors.

1.1.11. "**City**" means the City of Santa Ana, State of California.

1.1.12. "**Claims**" means liens, claims, demands, suits, judgments, liabilities, damages, fines, losses, penalties, costs and expenses (including without limitation reasonable attorneys fees and expert witness costs, and costs of suit), and sums reasonably paid in settlement of any of the foregoing.

1.1.13. "**Commencement Date**" means the same as the Effective Date.

1.1.14. "**County**" means the County of Orange, a political subdivision of the State of California. Any reference to the County herein, unless expressly stated to the contrary, shall refer to the County solely in its capacity as owner of the Premises and not the County in its capacity as a land use or other governmental approval authority.

1.1.15. "**County's Fee Interest**" means all of County's interest in the Property, the Premises, this Lease and County's reversionary interest in the Premises and Improvements.

1.1.16. "**County Parties**" means the County and County's Affiliates, agents, employees, members, officers, directors and attorneys.

1.1.17. "**CPI Index**" means the CPI Index for All Urban Consumers, All Items (1982-84=100) for Los Angeles-Anaheim-Riverside, as published by the United States Department of Labor, Bureau of Labor Statistics. If the base year is changed, the CPI Index shall be converted in accordance with the conversion factor published by the United States Department of Labor, Bureau of Labor Statistics. If, for any reason, there is a major change in the method of calculation or formulation of the CPI Index, or the CPI Index is no longer published, then County shall select such other commodity index that produces substantially the same result as would be obtained if the CPI Index had not been discontinued or revised.

1.1.18. "**Effective Date**" is defined in the introductory paragraph to this Lease.

1.1.19. "**Event of Default**" is defined in Section 11.1 below.

1.1.20. "**Excluded Financing**" shall mean:

(a) Any Financing Event that occurs in connection with a simultaneous Tenant Ownership Change; or

(b) With respect to a Financing Event secured by Ownership Interests, any Financing Event, the foreclosure of the security interests of which would not result in an Aggregate Transfer.

1.1.21. "**Excluded Transfer**" shall mean any of the following:

(a) A transfer by any direct or indirect partner, shareholder, or member of Tenant (or of a limited partnership, corporation, or limited liability company that is a direct or indirect owner in Tenant's ownership structure) as of the Effective Date or the date on which a Tenant Ownership Change occurred as to the interest transferred, to any other direct or indirect partner, shareholder, or member of Tenant (or of a limited partnership, corporation, or limited liability company that is a direct or indirect owner in Tenant's ownership structure) as of the Effective Date, including in each case to or from a trust for

the benefit of the immediate family of any direct or indirect partner or member of Tenant who is an individual;

(b) A transfer to a spouse in connection with a property settlement agreement or decree of dissolution of marriage or legal separation:

(c) A transfer of ownership interests in Tenant or in constituent entities of Tenant (i) to a member of the immediate family of the transferor (which for purposes of this Lease shall be limited to the transferor's spouse, children, parents, siblings, and grandchildren); (ii) to a trust for the benefit of a member of the immediate family of the transferor; (iii) from such a trust or any trust that is an owner in a constituent entity of Tenant as of the Effective Date, to the settlor or beneficiaries of such trust or to one or more other trusts created by or for the benefit of any of the foregoing persons, whether any such transfer described in this subsection is the result of gift, devise, intestate succession, or operation of law; or (iv) in connection with a pledge by any partners or members of a constituent entity of Tenant to an affiliate of such partner or member;

(d) A transfer of a beneficial interest resulting from public trading in the stock or securities of an entity, when such entity is a corporation or other entity whose stock and/or securities is/are traded publicly on a national stock exchange or traded in the over-the-counter market and the price for which is regularly quoted in recognized national quotation services;

(e) A mere change in the form, method, or status of ownership (including, without limitation, the creation of single-purpose entities) as long as the ultimate beneficial ownership remains the same as of the Effective Date, or is otherwise excluded in accordance with subsections (i) – (iv) above; or

(f) Any assignment of the Lease by Tenant to an Affiliate of Tenant in which there is no change to the direct and indirect beneficial ownership of the leasehold interest.

1.1.22. "**Extension Term(s)**" is defined in Section 2.2.2.

1.1.23. "**Financing Event**" shall mean any financing or refinancing consummated by Tenant or by the holders of Ownership Interests that is not an "Excluded Financing," whether with private or institutional investors or lenders, when such financing or refinancing results in any grant, pledge, assignment, transfer, mortgage, hypothecation, grant of security interest, or other encumbrance, of or in all or any portion of (A) the leasehold interest of Tenant's or (B) Ownership Interests.

1.1.24. "**Force Majeure Event**" is defined in Article XIV below.

1.1.25. "**Gross Transfer Proceeds**" shall mean an amount equal to the gross sale or transfer proceeds and other consideration given for the interests transferred (but in the case of a transfer to a party affiliated with or otherwise related to the transferor which constitutes a Tenant Ownership Change that is not an Excluded Transfer, such consideration shall in no event be deemed to be less than the fair value of the interests transferred).

1.1.26. "**Hazardous Material(s)**" shall have the meaning set forth in Section 4.5.

1.1.27. "**Improvements**" means and includes all buildings (including above-ground and below ground portions thereof, and all foundations and supports), building systems and equipment (such as HVAC, electrical and plumbing equipment), physical structures, fixtures, hardscape, paving, curbs, gutters, sidewalks, fences, landscaping and all other improvements of any type or nature whatsoever now or hereafter made or constructed on the Premises. The term Improvements means the Initial Improvements and any replacement improvements constructed in accordance with the terms of this Lease.

1.1.28. "**includes**" means "includes but is not limited to" and "**including**" means "including but is not limited to."

1.1.29. "**Initial Improvements**" means the improvements first constructed by Tenant on the Premises at its sole cost and expense as more particularly described in **Exhibit B** attached hereto and incorporated herein.

1.1.30. "**Institutional Lender**" shall mean: (a) a bank, savings bank, investment bank, savings and loan association, mortgage company, insurance company, trust company, commercial credit corporation, real estate investment trust, pension trust or real estate mortgage investment conduit; or (b) some other type of lender engaged in the business of making commercial loans, provided that such other type of lender has total assets of at least $2,000,000,000 and capital/statutory surplus or shareholder's equity of at least $500,000,000 (or a substantially similar financial capacity if the foregoing tests are not applicable to such type of lender).

1.1.31. "**Interest Rate**" means the highest rate of interest permissible under the Laws not to exceed the rate of twelve percent (12%) per annum.

1.1.32. "**Laws**" means all laws, codes, ordinances, statutes, orders and regulations now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity that are binding on and applicable to the Premises and Improvements.

1.1.33. "**Lease**" means this Ground Lease (including any and all addenda, amendments and exhibits hereto), as now or hereafter amended.

1.1.34. "**Leasehold Estate**" is defined in Section 17.1.1.

1.1.35. "**Leasehold Foreclosure Transferee**" is defined in Section 17.1.2.

1.1.36. "**Leasehold Mortgage**" is defined in Section 17.1.3.

1.1.37. "**Leasehold Mortgagee**" is defined in Section 17.1.4.

1.1.38. "**Net Transfer Proceeds—Original Tenant**" shall mean, in the case of a transfer of the leasehold by the original Tenant (but not a transfer of the leasehold by a successor or assignee of Tenant) constituting a Tenant Ownership Change for which Value Appreciation Rent is payable, the Gross Transfer Proceeds from the transfer, less the Improvement Costs, Documented Transaction Costs and Subsequent Refinancing Proceeds, with respect to Tenant (but not its successors or assignees), each as defined below:

(a) "**Improvement Costs"** shall mean the final actual construction costs incurred by Tenant in connection with the construction of the Improvements and in accordance with the terms of this Lease, excluding ordinary repair and maintenance costs and any Permitted Capital Expenditures paid for out of the Capital Improvement Fund.

(b) "**Documented Transaction Costs**" shall mean commissions, title and escrow costs, documentary transfer taxes, sales and use taxes, prepayment fees, penalties, or other similar charges (such as yield maintenance premiums or defeasance costs) and other bona fide closing costs actually paid to third parties and documented to the reasonable satisfaction of County, which costs were directly attributable to the consummation of the particular transaction giving rise to the obligation to pay County the Value Appreciation Rent.

(c) "**Subsequent Refinancing Proceeds**" shall mean that portion of the principal amount of any Financing Event after the Effective Date that constituted Net Refinancing Proceeds on which Tenant paid County the Value Appreciation Rent.

1.1.39. "**Net Transfer Proceeds—Tenant's Successor**" shall mean, in the case of a transfer of the leasehold by a Tenant other than the original Tenant, the Gross Transfer Proceeds received by that successor, minus the Successor's Basis, Successor's Improvement Costs, and Successor's Documented Transaction Costs, each as defined below:

(a) "**Successor's Basis**" shall mean the greatest of (a) the purchase price such successor Tenant paid to Tenant or such successor Tenant's seller for the interest acquired, or (b) the original principal amount of any Financing Event or Financing Events (on a non-duplicative basis) after such successor Tenant's acquisition of the leasehold, and with respect to which County was paid Value Appreciation Rent, plus the original principal amount of any other financing existing as of the date on which such successor's seller acquired the leasehold or any other financing subsequently obtained by Tenant, if such financing has not been refinanced, but without duplication;

(b) "**Successor's Improvement Costs**" shall mean actual costs of Improvements by such successor Tenant after such successor Tenant's acquisition of its leasehold interest in the Premises (but not duplicative of the principal amount of any Financing Event described above, the proceeds of which were used to fund such Improvement) made in accordance with the terms of this Lease; and

(c) "**Successor's Documented Transaction Costs**" shall mean Documented Transaction Costs with respect to the transfer of the interest by the successor Tenant.

1.1.40. "**Net Refinancing Proceeds**" shall mean the gross principal amount of any Financing Event after the Effective Date (plus, in the case of secondary financing, the original principal balance of any existing financing that is not repaid as a part of such secondary financing), minus (i) the greatest of (A) the Improvement Costs, (B) the original principal amount of any subsequent refinancing by Tenant in connection with which County was paid Value Appreciation Rent plus, if the financing described in this clause (B) was secondary financing, the original principal balance of any then-existing financing that was not repaid as a part of such secondary financing, or (C) in the case of a successor Tenant, the purchase price such successor paid to Tenant or such successor Tenant's seller for the interest acquired; (ii) any portion of the proceeds of the Financing Event that shall be used for Improvement Costs; (iii) other Improvement Costs incurred by Tenant and not paid for or repaid with the proceeds of any Financing Event;

and (iv) Documented Transaction Costs with respect to such Financing Event. Notwithstanding the foregoing, there shall be no double counting of Improvement Costs.

1.1.41. "**New Lease**" is defined in Section 17.7.1.

1.1.42. "**Operating Costs**" shall have the meaning set forth in Section 3.11.5.

1.1.43. "**Ownership Interests**" shall mean the stock, partnership interests, membership interests, or other direct or indirect ownership interests in Tenant, including Beneficial Residual Interests.

1.1.44. "**person**" include firms, associations, partnerships, joint ventures, trusts, corporations and other legal entities, including public or governmental bodies, agencies or instrumentalities, as well as natural persons.

1.1.45. "**Premises**" means that certain real property containing approximately _____ square feet [acres] with an address of _____ in the City, together with all easements, rights and privileges appurtenant thereto, to be leased to Tenant pursuant to this Lease and on which Tenant intends to construct the Improvements. The legal description of the Premises is attached hereto as **Exhibit A**. A rendering showing the approximate boundaries of the Premises is attached hereto as **Exhibit A-1**.

1.1.46. "**Primary Term**" is defined in Section 2.2.1.

1.1.47. "**Risk Manager**" means the Manager of County Executive Office, Risk Management, County of Orange, or designee, or upon written notice to Tenant, such other person as may be designated by the Board of Supervisors.

1.1.48. "**Taxes**" has the meaning set forth in Section 3.11.2.

1.1.49. "**Tenant Group**" means Tenant and Tenant's Affiliates, agents, employees, members, officers, directors and attorneys.

1.1.50. "**Tenant Ownership Change**" shall mean (a) any transfer by Tenant of the leasehold interest in this Lease or (b) any transaction or series of related transactions that constitute an "Aggregate Transfer" of twenty five percent (25%) of the "Beneficial Residual Interests" in Tenant, in each case that is not an "Excluded Transfer." Any transfer of an Ownership Interest owned directly or through one or more layers of constituent partnerships, corporations, limited liability companies, or trusts shall be treated as a transfer of the Beneficial Residual Interests, the owners of which directly or indirectly own such Ownership Interest.

1.1.51. "**Term**" means the full term of this Lease including the Primary Term and any Extension Term(s).

1.1.52. "**Transfer**" has the meaning set forth in Section 10.1.1.

1.1.53. "**Transfer Notice**" has the meaning set forth in Section 10.4.

1.1.54. "**Treasurer-Tax Collector**" means the Treasurer-Tax Collector, County of Orange, or designee, or upon written notice to Tenant, such other person or entity as may be designated by the Board of Supervisors.

1.1.55. "**Utility Costs**" shall have the meaning set forth in Section 3.11.6.

1.1.56. "**Work**" means both Tenant's construction activity with respect to the Improvements, including permitted future changes, alterations and renovations thereto and also including, without limiting the generality of the foregoing, site preparation, landscaping, installation of utilities, street construction or improvement and grading or filling in or on the Premises.

## ARTICLE II
## LEASE OF PROPERTY

2.1 **Lease of Premises**. County hereby leases the Premises to Tenant for the Term, and Tenant hereby leases the Premises from County for the Term, subject to the terms and conditions of this Lease.

2.2 **Term.**

2.2.1. Primary Term. The "**Primary Term**" of this Lease shall be _____ (___) years, commencing on the Effective Date of this Lease, and shall expire at 12:00 midnight Pacific Time on _____, unless sooner terminated as a result of non-compliance with any term or condition of this Lease as hereinafter provided.

2.2.2. Option to Extend Primary Term. Provided Tenant is not in material default of any term, covenant, condition, restriction or reservation of this Lease, Tenant shall have the option to extend the Primary Term of this Lease under the same terms, covenants and conditions, except for Rent which shall be adjusted as set forth in Section 3.3, for ____ (___) additional, consecutive terms of _____ (__) years each ("**Extension Term(s)**"). Tenant shall exercise each Extension Term by providing the Chief Real Estate Officer with written notice of its election to extend the Primary Term, together with the declared term of such Extension Term, a minimum of thirty (30) days prior to the expiration of the Lease term then in effect.

The accumulation of the Primary Term and Extension Term(s) is hereinafter referred to as the "**Term.**"

2.3 **Access and Common Areas**. The Tenant's use of the Premises hereunder also may include the non-exclusive, in common, use of County's driveways for vehicle ingress and egress, pedestrian walkways, and common areas appurtenant to Tenant's Premises created by this Lease, but only as such areas may be identified from time-to-time in writing by the Chief Real Estate Officer.

2.4 **Termination at End of Term**. This Lease shall terminate without need of further actions of any Party at 12:00 midnight Pacific Time on the last day of the Term (as extended pursuant hereto).

2.5 **Condition of the Premises**. **TENANT HEREBY ACCEPTS THE PREMISES "AS IS", AND ACKNOWLEDGES THAT THE PREMISES IS IN SATISFACTORY CONDITION. COUNTY MAKES NO WARRANTY, IMPLIED OR OTHERWISE, AS TO THE SUITABILITY OF THE PREMISES FOR TENANT'S PROPOSED USES. COUNTY MAKES NO COVENANTS OR WARRANTIES, IMPLIED OR OTHERWISE, RESPECTING THE CONDITION OF THE SOIL, SUBSOIL, OR ANY OTHER CONDITIONS OF THE PREMISES OR THE PRESENCE OF HAZARDOUS**

**MATERIALS, NOR DOES COUNTY COVENANT OR WARRANT, IMPLIED OR OTHERWISE, AS TO THE SUITABILITY OF THE PREMISES FOR THE PROPOSED DEVELOPMENT, CONSTRUCTION OR USE BY TENANT. COUNTY SHALL NOT BE RESPONSIBLE FOR ANY LAND SUBSIDENCE, SLIPPAGE, SOIL INSTABILITY OR DAMAGE RESULTING THEREFROM. COUNTY SHALL NOT BE REQUIRED OR OBLIGATED TO MAKE ANY CHANGES, ALTERATIONS, ADDITIONS, IMPROVEMENTS OR REPAIRS TO THE PREMISES. TENANT SHALL RELY ON ITS OWN INSPECTION AS TO THE SUITABILITY OF THE PREMISES FOR THE INTENDED USE.**

**TENANT INITIALS:** _____ _____

2.6 **Limitations of the Leasehold**. This Lease and the rights and privileges granted Tenant in and to the Premises are subject to all covenants, conditions, restrictions, and exceptions of record or apparent. Nothing contained in this Lease or in any document related hereto shall be construed to imply the conveyance to Tenant of rights in the Premises which exceed those owned by County, or any representation or warranty, either express or implied, relating to the nature or condition of the Premises or County's interest therein.

2.7 **Tenant's Investigation**. Tenant acknowledges that it is solely responsible for investigating the Premises to determine the suitability thereof for the uses contemplated by Tenant. Tenant further acknowledges by executing this Lease that it has completed its investigation and has made such determinations as Tenant believes may be required under the circumstances.

## ARTICLE III
## RENT

3.1 **Rent**. Subsequent to the Effective Date of this Lease, TENANT shall perform the improvements to construct the Tenant Building on the Premises as set forth in **Exhibit B** ("**Improvements**"). In consideration of the TENANT's financing and construction of the Tenant Building and maintenance of the Premises, TENANT shall pay no rent during the Term.

3.2 **Value Appreciation Rent**. In the event of a Tenant Ownership Change or a Financing Event, Tenant shall pay to County Value Appreciation Rent as described herein. For a Tenant Ownership Change, the Value Appreciation Rent shall be the greater of (a) the lesser of (i) the Net Transfer Proceeds, or (ii) _____ percent (__%) of the Gross Transfer Proceeds, or (b) _____ percent (__%) of Net Transfer Proceeds. For a Financing Event, Tenant shall pay County _____ percent (__%) of the Net Refinancing Proceeds. Before any Tenant Ownership Change or Financing Event for which Value Appreciation Rent may be due, Tenant shall provide County with its detailed calculation of the Value Appreciation Rent. No Tenant Ownership Change or Financing Event shall occur until agreement is reached on the calculation of Value Appreciation Rent; provided, however, that such Tenant Ownership Change or Financing Event shall be permitted to occur without such agreement as long as County and Tenant make mutually acceptable arrangements for the preservation of any additional Value Appreciation Rent plus interest at the Interest Rate that might be due to County over and above that reflected in the Tenant's calculation should any such dispute be resolved in favor of County. Value Appreciation Rent shall be due and payable concurrently with the Tenant Ownership Change or Financing Event giving rise to the obligation to pay Value Appreciation Rent (or, with respect to any disputed amount, on resolution of the

dispute) and, in the situation of a Tenant Ownership Change, shall be the joint and several obligation of the transferee and transferor.

3.3 **Payment of Rent**. Rent shall be payable in advance and without any deduction, offset, prior demand or notice, commencing upon the Commencement Date and thereafter on the first day of each month during the Term.

3.4 **Triple Net Rent**. It is the intent of the parties that all Rent shall be absolutely net to County and that, except as otherwise provided herein, Tenant will pay all costs, charges, insurance premiums, taxes, utilities, expenses and assessments of every kind and nature incurred for, against or in connection with the Premises which arise or become due during the Term or any extension thereof as a result of Tenant's use and occupancy of the Premises. Under no circumstances or conditions, whether now existing or hereafter arising, or whether beyond the present contemplation of the parties, shall County be obligated or required to make any payment of any kind whatsoever or be under any other obligation or liability under this Lease except as expressly provided herein.

3.5 **Charge for Late Payment**.

3.5.1. Tenant hereby acknowledges that the late payment of Rent or any other sums due hereunder will cause County to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include but are not limited to costs such as administrative processing of delinquent notices, increased accounting costs, etc.

3.5.2. Accordingly, if any payment of Rent or of any other sum due County is not received by County within three (3) business days of Tenant's receipt of notice from County that such payment is due, a late charge of one and one-half percent (1.5%) of the payment due and unpaid plus $100 shall be added to the payment, and the total sum shall become immediately due and payable to County. An additional charge of one and one-half percent (1.5%) of said payment, excluding late charges, shall be added for each additional month that said payment remains unpaid. Any payments of any kind by Tenant that are returned for insufficient funds will be subject to an additional handling charge of Two Hundred Fifty Dollars ($250.00). Payments will be first applied to accrued late payment, second to accrued interest, then to Rent and any remaining amount to any other outstanding costs or charges.

3.5.3. Tenant and County hereby agree that such late charges represent a fair and reasonable estimate of the costs that County will incur by reason of Tenant's late payment. Acceptance of such late charges (and/or any portion of the overdue payment) by County shall in no event constitute a waiver of Tenant's default with respect to such overdue payment, or prevent County from exercising any of the other rights and remedies granted hereunder.

3.5.4. In the event that Tenant makes two (2) late payments in any on twelve (12) month period, the Tenant shall thereafter pay rent in quarterly installments in advance at the request and sole discretion of the Chief Real Estate Officer, in addition to any other remedies that the County may have at law or otherwise.

3.6 **Additional Rent**.

3.6.1. **Additional Rent**. During the Term, the annual basic rental shall be absolutely net to County so that this Lease shall yield to County the rental amounts specified above in each year of the Term, and that all costs (including but not limited to Operating Costs and Utility Costs, as defined below), fees, taxes (including but not limited to Real Estate Taxes and Equipment Taxes, as defined below), charges, expenses, impositions, reimbursements, and obligations of every kind relating to the Premises shall be paid or discharged by Tenant as additional rent ("**Additional Rent**"). Tenant may pay, under protest, any impositions, and/or contest and defend against same. Any imposition rebates shall belong to Tenant.

3.6.2. **Taxes**. During the Term, Tenant shall pay directly to the taxing authorities all Taxes (as herein defined) at least ten (10) days prior to delinquency thereof. For purposes hereof, "**Taxes**" shall include any form of assessment, license fee, license tax, business license fee, commercial rental tax, levy, penalty, sewer use fee, real property tax, charge, possessory interest tax, tax or similar imposition (other than inheritance or estate taxes), imposed by any authority having the direct or indirect power to tax, including any city, county, state or federal government, or any school, agricultural, lighting, drainage, flood control, water pollution control, public transit or other special district thereof, as against any legal or equitable interest of County in the Premises or any payments in lieu of taxes required to be made by County, including, but not limited to, the following:

(a) Any assessment, tax, fee, levy, improvement district tax, charge or similar imposition in substitution, partially or totally, of any assessment, tax, fee, levy, charge or similar imposition previously included within the definition of Taxes. It is the intention of Tenant and County that all such new and increased assessments, taxes, fees, levies, charges and similar impositions be included within the definition of "**Taxes**" for the purpose of this Lease.

(b) Any assessment, tax, fee, levy, charge or similar imposition allocable to or measured by the area of the Premises or the rent payable hereunder, including, without limitation, any gross income tax or excise tax levied by the city, county, state or federal government, or any political subdivision thereof, with respect to the receipt of such rent, or upon or with respect to the possession, leasing, operating, management, maintenance, alteration, repair, use or occupancy by Tenant of the Premises, or any portion thereof;

(c) Any assessment, tax, fee, levy, charge or similar imposition upon this transaction or any document to which Tenant is a party, creating or transferring an interest or an estate in the Premises, including any possessory interest tax levied on the Tenant's interest under this Lease;

(d) Any assessment, tax, fee, levy, charge or similar imposition by any governmental agency related to any transportation plan, fund or system instituted within the geographic area of which the Premises are a part.

The definition of "**Taxes**," including any additional tax the nature of which was previously included within the definition of "**Taxes**," shall include any increases in such taxes, levies, charges or assessments occasioned by increases in tax rates or increases in assessed valuations, whether occurring as a result of a sale or otherwise.

3.6.3. **Contest of Taxes**. Tenant shall have the right to contest, oppose or object to the amount or validity of any Taxes or other charge levied on or assessed against the Premises and/or Improvements or any part thereof; provided, however, that the contest, opposition or objection must be filed

before the Taxes or other charge at which it is directed becomes delinquent. Furthermore, no such contest, opposition or objection shall be continued or maintained after the date the tax, assessment or other charge at which it is directed becomes delinquent unless Tenant has either: (i) paid such tax, assessment or other charge under protest prior to its becoming delinquent; or (ii) obtained and maintained a stay of all proceedings for enforcement and collection of the tax, assessment or other charge by posting such bond or other matter required by law for such a stay; or (iii) delivered to County a good and sufficient undertaking in an amount specified by County and issued by a bonding corporation authorized to issue undertakings in California conditioned on the payment by Tenant of the tax, assessments or charge, together with any fines, interest, penalties, costs and expenses that may have accrued or been imposed thereon within thirty (30) days after final determination of Tenant's contest, opposition or objection to such tax, assessment or other charge.

3.6.4. **Payment by County**. Should Tenant fail to pay any Taxes required by this Article III to be paid by Tenant within the time specified herein, and if such amount is not paid by Tenant within ten (10) days after receipt of County's written notice advising Tenant of such nonpayment, County may, without further notice to or demand on Tenant, pay, discharge or adjust such tax, assessment or other charge for the benefit of Tenant. In such event Tenant shall promptly on written demand of County reimburse County for the full amount paid by County in paying, discharging or adjusting such tax, assessment or other charge, together with interest at the Interest Rate from the date advanced until the date repaid.

3.6.5. **Operating Costs**. Tenant shall pay all Operating Costs during the Term prior to delinquency. As used in this Lease, the term "**Operating Costs**" shall mean all charges, costs and expenses related to the Premises, including, but not limited to, management, operation, maintenance, overhaul, improvement or repair of the Improvements and/or the Premises.

3.6.6. **Utility Costs**. Tenant shall pay all Utility Costs during the Term prior to delinquency. As used in this Lease, the term "**Utility Costs**" shall include all charges, surcharges and other costs of installing and using all utilities required for or utilized in connection with the Premises and/or the Premises or the Improvements, including without limitation, costs of heating, ventilation and air conditioning for the Premises, costs of furnishing gas, electricity and other fuels or power sources to the Premises, and the costs of furnishing water and sewer services to the Premises.

## ARTICLE IV
## USE OF PREMISES

4.1 **Permitted Use of Premises**. Tenant may use the Premises for the construction, development, entitlement, operation, maintenance, replacement and repair of the Improvements permitted hereunder. Tenant agrees not to use the Premises for any other purpose nor to engage in or permit any other activity within or from the Premises, except as set forth herein with the prior written approval of the Chief Real Estate Officer, which approval may be granted or withheld in the sole discretion of the Chief Real Estate Officer.

4.2 **Required and Optional Facilities and Services.**

4.2.1. Required Services and Uses. County's primary purpose for entering into this Lease is to promote the development of the Improvements consistent with this Lease. In furtherance of that purpose, Tenant shall construct and during the entire Term operate and maintain the Improvements in a

manner consistent with the Laws for the construction, development, entitlement, operation, maintenance and repair of a Class "A" office building ("**Tenant Building**"), which shall be leased-back to the County pursuant to that certain lease agreement, attached hereto as **Exhibit C** ("**Lease-Back Agreement**").

4.2.2. Restricted Use. The services and uses listed in this Article IV, both required and optional, shall be the only services and uses permitted. Tenant agrees not to use the Premises for any other purpose or engage in or permit any other activity within or from the Premises except as approved in writing by the Chief Real Estate Officer as set forth herein, which approval may be granted or withheld in the sole discretion of the Chief Real Estate Officer.

4.2.3. Continuous Use. During the Term, Tenant shall continuously conduct Tenant's business in the Premises in the manner provided under this Lease and shall not discontinue use of the Premises for any period of time except as permitted in advance and in writing by the Chief Real Estate Officer.

4.2.4. Alcohol Restrictions. Tenant shall not permit the sale or service of any beer, wine or alcoholic beverages on the Premises, provided that Tenant may serve beer, wine and/or alcoholic beverages at "special events" (*e.g.*, banquets, birthday parties) so long as Tenant obtains all necessary permits and licenses to permit the sale or service of beer, wine or alcoholic beverages on the Premises and otherwise complies with any applicable laws and ordinances. Any such sales shall be subject to the Annual Percentage Rent below.

4.2.5. Permits and Licenses. Tenant shall be solely responsible to obtain, at its sole cost and expense, any and all permits, licenses or other approvals required for the uses permitted herein and shall maintain such permits, licenses or other approvals for the entire Term.

4.3 **Nuisance; Waste**. Tenant shall not maintain, commit, or permit the maintenance or commission of any nuisance as now or hereafter defined by any statutory or decisional law applicable to the Premises and Improvements or any part thereof. Tenant shall not commit or allow to be committed any waste in or upon the Premises or Improvements and shall keep the Premises and the Improvements thereon in good condition, repair and appearance.

4.4 **Compliance with Laws**. Tenant shall not use or permit the Premises or the Improvements or any portion thereof to be used in any manner or for any purpose that violates any applicable Laws in any material respect. Tenant shall have the right to contest, in good faith, any such Laws, and to delay compliance with such Laws during the pendency of such contest (so long as there is no material threat to life, health or safety that is not mitigated by Tenant to the satisfaction of the applicable authorities). County shall cooperate with Tenant in all reasonable respects in such contest, including joining with Tenant in any such contest if County's joinder is required in order to maintain such contest; provide, however, that any such contest shall be without cost to County, and Tenant shall indemnify, defend and protect the Premises and County from Tenant's failure to observe or comply with the contested Law during the pendency of the contest.

4.5 **Hazardous Materials**.

4.5.1. Definition of Hazardous Materials. For purposes of this Lease, the term "**Hazardous Material**" or "**Hazardous Materials**" shall mean any hazardous or toxic substance, material,

product, byproduct, or waste, which is or shall become regulated by any governmental entity, including, without limitation, the County acting in its governmental capacity, the State of California or the United States government.

4.5.2. Use of Hazardous Materials. Except for those Hazardous Materials which are customarily used in connection with any permitted use of the Premises and Improvements under this Lease (which Hazardous Materials shall be used in compliance with all applicable Laws), Tenant or Tenant's employees, agents, independent contractors or invitees (collectively "**Tenant Parties**") shall not cause or permit any Hazardous Materials to be brought upon, stored, kept, used, generated, released into the environment or disposed of on, under, from or about the Premises (which for purposes of this Section shall include the subsurface soil and ground water).

4.5.3. Tenant Obligations. If the presence of any Hazardous Materials on, under or about the Premises caused or permitted by Tenant or Tenant Parties results in (i) injury to any person, (ii) injury to or contamination of the Premises (or a portion thereof), or (iii) injury to or contamination or any real or personal property wherever situated, Tenant, at its sole cost and expense, shall promptly take all actions necessary or appropriate to return the Premises to the condition existing prior to the introduction of such Hazardous Materials to the Premises and to remedy or repair any such injury or contamination. Without limiting any other rights or remedies of County under this Lease, Tenant shall pay the cost of any cleanup or remedial work performed on, under or about the Premises as required by this Lease or by applicable laws in connection with the removal, disposal, neutralization or other treatment of such Hazardous Materials caused or permitted by Tenant or Tenant Parties. Notwithstanding the foregoing, Tenant shall not take any remedial action in response to the presence, discharge or release, of any Hazardous Materials on, under or about the Premises caused or permitted by Tenant or Tenant Parties, or enter into any settlement agreement, consent decree or other compromise with any governmental or quasi-governmental entity without first obtaining the prior written consent of the County. All work performed or caused to be performed by Tenant as provided for above shall be done in good and workmanlike manner and in compliance with plans, specifications, permits and other requirements for such work approved by County.

4.5.4. Indemnification for Hazardous Materials.

(a) To the fullest extent permitted by law, Tenant hereby agrees to indemnify, hold harmless, protect and defend (with attorneys acceptable to County) County, its elected officials, officers, employees, agents, independent contractors, and the Premises, from and against any and all liabilities, losses, damages (including, but not limited, damages for the loss or restriction on use of rentable or usable space or any amenity of the Premises or damages arising from any adverse impact on marketing and diminution in the value of the Premises), judgments, fines, demands, claims, recoveries, deficiencies, costs and expenses (including, but not limited to, reasonable attorneys' fees, disbursements and court costs and all other professional or consultant's expenses), whether foreseeable or unforeseeable, arising directly or indirectly out of the presence, use, generation, storage, treatment, on or off-site disposal or transportation of Hazardous Materials on, into, from, under or about the Premises by Tenant or Tenant Parties.

(b) The foregoing indemnity shall also specifically include the cost of any required or necessary repair, restoration, clean-up or detoxification of the Premises and the preparation of any closure or other required plans.

4.6 **Access by County**. County reserves the right for County and County's authorized representatives to enter the Premises at any reasonable time during business hours, in order to (i) determine whether Tenant is complying with Tenant's obligations hereunder, or (ii) enforce any rights given to County under this Lease. County shall take all necessary measures not to unreasonably interfere with Tenant's or any subtenant's business at the Premises in exercising its rights under this Section.

## ARTICLE V
## CONSTRUCTION OF IMPROVEMENTS

5.1 **Construction Of Improvements**.

5.1.1. **Initial Improvements**. Upon the fulfillment of the Preconditions set forth in Section 5.1.2, below, and payment for and issuance of all permits required under the Laws (whether from County in its governmental capacity, or otherwise), Tenant shall construct the Initial Improvements.

5.1.2. **Preconditions**. No Work for development of the Initial Improvements shall be commenced, and no building or other materials shall be delivered to the Premises, until:

(a) after written notice has been given by Tenant to County of the proposed commencement of construction of the Premises or the delivery of construction materials in order to permit County to take all necessary actions under California Civil Code section 3094, including posting of a notice of non-responsibility at the Premises; and

(b) Tenant shall have provided to County evidence that (i) Tenant has entered into a Construction Contract with a Contractor in accordance with Section 5.2 below, (ii) Tenant has secured the construction funding required under Section 5.1.4 below, and (iii) Tenant has obtained the bonds required by Section 5.3 below.

5.1.3. **Utilities**. To the extent not already constructed, Tenant, at no cost to County, shall construct or cause to be constructed all water, gas, heat, light, power, air conditioning, telephone, and other utilities and services supplied to and/or used on the Premises at Tenant's sole cost and expense for the purposes of conducting Tenant operations thereon. All such utilities shall be separately metered from any utilities which may be used by County in conducting its operations, if any, on or about the Premises, and all taxes, connection fees, or service fees related to Tenant's operations on the Premises shall be Tenant's responsibility and shall be paid prior to the delinquency date. Tenant agrees to indemnify County against any liability for the late payment or non-payment of any such taxes, connection fees, or service fees. Nothing contained in this Section is to be construed or implied to give Tenant the right or permission to install or to permit any utility poles or communication towers to be constructed or installed on the Premises.

5.1.4. **Construction Funding**. Prior to commencement of construction of the Initial Improvements, Tenant shall provide to County evidence reasonably satisfactory to County of funding available to Tenant that is sufficient to pay for Tenant's estimated total cost of constructing the Initial Improvements, which evidence may consist of (i) a written commitment to Tenant from an Institutional Lender selected by Tenant to provide a construction loan to Tenant for the purpose of constructing the Initial Improvements (which may be secured by a Leasehold Mortgage encumbering Tenant's leasehold interest under this Lease), (ii) actual equity funds then held by Tenant and set-aside for the purpose of constructing the Initial Improvements, or (iii) any combination of the foregoing. Tenant may from time to

time change any of the foregoing funding sources and the allocation thereof, so long as the aggregate available funding continues to be sufficient to pay for Tenant's estimated remaining cost of constructing the Initial Improvements, provided that Tenant shall promptly notify County of any such change.

5.1.5. **Compliance With Laws and Permits**. Tenant shall cause all Improvements made by Tenant to be constructed in substantial compliance with all applicable Laws, including all applicable grading permits, building permits, and other permits and approvals issued by governmental agencies and bodies having jurisdiction over the construction thereof. No permit, approval, or consent given hereunder by County, in its governmental capacity, shall affect or limit Tenant's obligations hereunder, nor shall any approvals or consents given by County, as a party to this Lease, be deemed approval as to compliance or conformance with applicable governmental codes, laws, rules, or regulations.

5.1.6. **Reports**. Not less than quarterly from the commencement of construction of the Initial Improvements, Tenant shall provide County with written construction status reports in the form of AIA No. G702, augmented by oral reports if so requested by County.

5.1.7. **Certificate of Occupancy**. Tenant shall provide County with a copy of the Certificate of Occupancy promptly following issuance thereof.

5.1.8. **Insurance**. Tenant (or the Contractor, as applicable) shall deliver to County (i) certificates of insurance evidencing coverage for "builder's risk" as specified in Section 8.1, and (ii) evidence of worker's compensation insurance covering all persons employed in connection with the construction of any Improvements upon the Premises and with respect to whom death or bodily injury claims could be asserted against County, the Premises or the Improvements. Tenant shall (or shall cause Contractor to) maintain, keep in force and pay all premiums required to maintain and keep in force all insurance above at all times during which construction Work is in progress.

5.1.9. **Mechanic's Liens**.

(a) **Payment of Liens**. Tenant shall pay or cause to be paid the total cost and expense of all "Work of Improvement," as that phrase is defined in the California Mechanics' Lien law in effect and as amended from time to time. Tenant shall not suffer or permit to be enforced against the Premises or Improvements or any portion thereof, any mechanics', materialmen's, contractors' or subcontractors' liens arising from any work of improvement, however it may arise. Tenant may, however, in good faith and at Tenant's sole cost and expense contest the validity of any such asserted lien, claim, or demand, provided Tenant (or any contractor or subcontractor, as applicable) has furnished the release bond (if required by County or any construction lender) required in California Civil Code §3143 (or any comparable statute hereafter enacted for providing a bond freeing the Premises from the effect of such lien claim). In the event a lien or stop-notice is imposed upon the Premises as a result of such construction, repair, alteration, or installation, Tenant shall either:

(1) Record a valid Release of Lien, or

(2) Procure and record a bond in accordance with Section 3143 of the Civil Code, which releases the Premises from the claim of the lien or stop-notice and from any action brought to foreclose the lien, or

(3) Post such security as shall be required by Tenant's title insurer to insure over such lien or stop-notice, or

(4) Should Tenant fail to accomplish either of the three optional actions above within 30 days after Tenant receives notice of the filing of such a lien or stop-notice, it shall constitute an Event of Default hereunder.

(b) **Indemnification**. Tenant shall at all times indemnify, defend with counsel approved in writing by County and save County harmless from all claims, losses, demands, damages, cost, expenses, or liability costs for labor or materials in connection with construction, repair, alteration, or installation of structures, improvements, equipment, or facilities within the Premises, and from the cost of defending against such claims, including attorney fees and costs.

(c) **Protection Against Liens**. County shall have the right to post and maintain on the Premises any notices of non-responsibility provided for under applicable California law. During the course of construction, Tenant shall obtain customary mechanics' lien waivers and releases. Upon completion of the construction of any Improvements, Tenant shall record a notice of completion in accordance with applicable law. Promptly after the Improvements have been completed, Tenant shall (or shall cause Contractor to) record a notice of completion as defined and provided for in California Civil Code Section 3093.

(d) **County's Rights**. If Tenant (or any contractor or subcontractor, as applicable) does not cause to be recorded the bond described in California Civil Code §3143 or otherwise protect the Premises and Improvements under any alternative or successor statute, and a final judgment has been rendered against Tenant by a court of competent jurisdiction for the foreclosure of a mechanic's, materialman's, contractor's or subcontractor's lien claim, and if Tenant fails to stay the execution of judgment by lawful means or to pay the judgment, County shall have the right, but not the duty to pay or otherwise discharge, stay or prevent the execution of any such judgment or lien or both. Upon any such payment by County, Tenant shall immediately upon receipt of written request therefor by County, reimburse County for all sums paid by County under this paragraph together with all County's reasonable attorney's fees and costs, plus interest at the Interest Rate from the date of payment until the date of reimbursement.

5.1.10. **No Responsibility**. Any approvals by County with respect to any Improvements shall not make County responsible for the Improvement with respect to which approval is given, or the construction thereof. Tenant shall indemnify, defend and hold County harmless from and against all liability and all claims of liability (including, without limitation, reasonable attorneys' fees and costs) arising during the term of this Lease for damage or injury to persons or property or for death of persons arising from or in connection with such Improvement or construction.

5.2 **Construction Contracts**.

5.2.1. **GMax Contracts**. Tenant shall enter into written "Guaranteed Maximum Price" contract with a general contractor for construction of the Initial Improvements based upon the "Construction Contract Documents" approved pursuant to the Option Agreement. All construction of the Initial Improvements shall be performed by contractors and subcontractors duly licensed as such under the laws of the State of California. Tenant shall give County a true copy of the contract or contracts with the general contractor.

5.2.2. **Assignment to County**. Tenant shall obtain the written agreement of the general contractor that, at County's election and in the event that Tenant fails to perform its contract with the general contractor, such general contractor will recognize County as the assignee of the contract with the general contractor, and that County may, upon such election, assume such contract with credit for payments made prior thereto.

5.3 **Tenant's Assurance of Construction Completion**. Prior to commencement of construction of the Initial Improvements, or any phase thereof, within the Premises by Tenant, Tenant shall furnish to County evidence that assures County that sufficient monies will be available to complete the proposed construction. The amount of money available shall be at least the total estimated construction cost. Such evidence may take one of the following forms:

5.3.1. Completion bond issued to County as obligee;

5.3.2. Irrevocable letter of credit issued to County from a financial institution to be in effect until County acknowledges satisfactory completion of construction;

5.3.3. Cash deposited with the County (may be in the form of cashier's check or money order or may be electronically deposited);

5.3.4. Any combination of the above.

All bonds and letters of credit must be issued by a company qualified to do business in the State of California and acceptable to Chief Real Estate Officer. All bonds and letters of credit shall be in a form acceptable to Chief Real Estate Officer and shall insure faithful and full observance and performance by Tenant of all terms, conditions, covenants, and agreements relating to the construction of improvements within the Premises.

Prior to commencement of construction of approved facilities, or any phase thereof, within the Premises by Tenant, Tenant shall furnish to County a performance bond and labor and material bond or performance bond in a principal sum equal to the total estimated construction cost supplied by Tenant's contractor or contractors, provided said bonds are issued jointly to Tenant and County as obligees.

Tenant shall provide or cause its general contractor (or major subcontractors) to provide payment and/or performance bonds for major subcontracts in connection with the construction of the Initial Improvements, and shall name County as an additional obligee on, with the right to enforce, any such bonds.

5.4 **Ownership of Improvements**.

5.4.1. **<u>During Term</u>**. Title to all Improvements constructed or placed on the Premises by Tenant and paid for by Tenant are and shall be vested in Tenant during the entire Term of this Lease, until the expiration or earlier termination thereof. The parties agree for themselves and all persons claiming under them that the Improvements are real property.

5.4.2. **<u>Upon Expiration of Term</u>**. All Improvements on the Premises at the expiration or earlier termination of the Term of this Lease shall, without additional payment to Tenant, then become County's property free and clear of all claims to or against them by Tenant and free and clear of all Leasehold Mortgages and any other liens and claims arising from Tenant's use and occupancy of the Premises, and with Taxes paid current as of the expiration or termination date. Tenant shall upon the expiration or earlier termination of the Term deliver possession of the Premises and the Improvements to County in a well-maintained condition consistent with the requirements of this Lease, taking into account reasonable wear and tear and the age of the Improvements.

(a) County retains the right to require Tenant, at Tenant's cost, to remove, demolish and clear all Improvements located on the Premises at the expiration or termination hereof. Said removal shall include leveling the Premises, the removal of any underground obstructions, and the compaction of filled excavations to ninety percent (90%) compaction.

(b) In order to ensure that Tenant has sufficient funds reserved for such removal, demolition and clearing County, three (3) years prior to the expiration of the Term, may request and Tenant must deliver an estimate showing estimated costs for the removal, demolition and clearing. In addition at that time, County may request and Tenant shall establish a separate account, in a bank or other financial establishment approved by Chief Real Estate Officer, containing sufficient funds to cover the anticipated expense of the demolition and clearing. Upon approval of Chief Real Estate Officer Tenant may provide assurance of removal in one of the forms set forth in <u>Section 3.11</u>. Such funds shall be maintained for the duration of the Lease Term and expended solely for the demolition and clearing under this Section. The funds shall also be explicitly available to the County for such removal in the event that Tenant does not comply with the terms of this Section upon the time periods set forth herein. To the extent that Tenant does not comply with the terms of this Section upon the time periods set forth herein and the County may utilize such funds for removal and such funds exceed the actual cost of such removal, the excess funds shall be delivered to Tenant within sixty (60) days after completion of such removal.

5.5 **<u>"AS-BUILT" Plans</u>**. Within sixty (60) days following completion of any substantial improvement within the Premises, Tenant shall furnish the Chief Real Estate Officer a complete set of reproducibles and two sets of prints of "As-Built" plans and a magnetic tape, disk or other storage device containing the "As-Built" plans in a form usable by County, to County's satisfaction, on County's computer aided mapping and design ("**CAD**") equipment. CAD files are also to be converted to Acrobat Reader (*.pdf format), which shall be included on the disk or CD ROM. In addition, Tenant shall furnish Chief Real Estate Officer copy of the final construction costs for the construction of such improvements.

5.6 **<u>Capital Improvement Fund</u>**

5.6.1. Commencing with the month during which the fifth (5th) anniversary of the Stabilization Date occurs, and continuing until five (5) years prior to the expiration of the Term of the Lease, Tenant shall establish and maintain a reserve fund (the **"Capital Improvement Fund**") in accordance with the provisions of this <u>Section 5.6</u> designated to pay for Permitted Capital Expenditures (as

defined below) for the Improvements. Tenant and County agree and acknowledge that the purpose of the Capital Improvement Fund shall be to provide sufficient funds to pay for the costs of major replacements, renovations or significant upgrades of or to the Improvements, including without limitation building facade or structure and major building systems (such as HVAC, mechanical, electrical, plumbing, vertical transportation, security, communications, structural or roof) that significantly affect the capacity, efficiency, useful life or economy of operation of the Improvements or their major systems, after the completion of the Initial Improvements ("**Permitted Capital Expenditure(s)**"). The Capital Improvement Fund shall not be used to fund any portion of the cost of the Initial Improvements. In addition, Permitted Capital Expenditures shall not include the cost of periodic, recurring or ordinary maintenance expenditures or maintenance, repairs or replacements that keep the Improvements in an ordinarily efficient operating condition, but that do not significantly add to their value or appreciably prolong their useful life. Permitted Capital Expenditures must constitute capital replacements, improvements or equipment under generally accepted accounting principles consistently applied or constitute qualifying aesthetic improvements. Permitted Capital Expenditures shall not include costs for any necessary repairs to remedy any broken or damaged Improvements, all of which costs shall be separately funded by Tenant. All specific purposes and costs for which Tenant desires to utilize amounts from the Capital Improvement Fund shall be at Tenant's reasonable discretion and subject to Chief Real Estate Officer's approval as provided for in Section 5.6.4, below. Tenant shall furnish to the Chief Real Estate Officer applicable invoices, evidence of payment and other back-up materials concerning the use of amounts from the Capital Improvement Fund.

5.6.2. The Capital Improvement Fund shall be held in an account established with an Institutional Lender acceptable to the County, into which deposits shall be made by Tenant pursuant to this Section 5.6. Tenant shall have the right to partly or fully satisfy the Capital Improvement Fund obligations of this Section 5.6 with capital improvement reserves required by Tenant's Leasehold Mortgagee, as long as such capital improvement reserves are in all material respects administered in accordance, and otherwise comply, with the terms, provisions and requirements of this Section 5.6.

5.6.3. Commencing on the fifteenth (15th) day of the month during which the fifth (5th) anniversary of the Stabilization Date occurs, and continuing on or before the fifteenth (15th) day of each month thereafter until five (5) years prior to the expiration of the Term, Tenant shall make a monthly deposit to the Capital Improvement Fund in an amount equal to one percent (1%) of total Monthly Rent for the previous month. All interest and earnings on the Capital Improvement Fund shall be added to the Capital Improvement Fund, but shall not be treated as a credit against the Capital Improvement Fund deposits required to be made by Tenant pursuant to this Section 5.6.

5.6.4. Disbursements shall be made from the Capital Improvement Fund only for costs which satisfy the requirements of this Section 5.6. For the purpose of obtaining the Chief Real Estate Officer's prior approval of any Capital Improvement Fund disbursements, Tenant shall submit to the Chief Real Estate Officer on an annual calendar year basis a capital expenditure plan for the upcoming three (3) year period which details the amount and purpose of anticipated Capital Improvement Fund expenditures ("**Capital Improvement Plan**"). Chief Real Estate Officer shall approve or disapprove such Capital Improvement Plan within thirty (30) days of receipt, which approval shall not be unreasonably withheld, conditioned or delayed. Any expenditure set forth in the approved Capital Improvement Plan shall be considered pre-approved by County (but only up to the amount of such expenditure set forth in the Capital Improvement Plan) for the duration of the upcoming year. Tenant shall have the right during the course of each year to submit to the Chief Real Estate Officer for the Chief Real Estate Officer's approval revisions to

the then current Capital Improvement Plan, or individual expenditures not noted on the previously submitted Capital Improvement Plan. In the event of an unexpected emergency that necessitates a Permitted Capital Expenditure not contemplated by the Capital Improvement Plan, the Tenant may complete such work using the funds from the Capital Improvement Fund with contemporaneous or prior (if possible) written notice to the County and provide applicable documentation to the Chief Real Estate Officer thereafter for approval. If the Chief Real Estate Officer disapproves the emergency expenditure, Tenant shall refund the amount taken from the Capital Improvement Fund within thirty (30) days of written notice from the County of its decision.

5.6.5. All amounts then-existing in the Capital Improvement Fund shall be expended for Permitted Capital Expenditures not later than five (5) years prior to the expiration of the Term of the Lease.

5.6.6. Notwithstanding anything above to the contrary, if Tenant incurs expenditures that constitute Permitted Capital Expenditures but which are not funded out of the Capital Improvement Fund because sufficient funds are not then available in such fund, then Tenant may credit the Permitted Capital Expenditures so funded by Tenant out of its own funds against future Capital Improvement Fund contribution obligations of Tenant; provided, that such credit must be applied, if at all, within four (4) years after such Permitted Capital Expenditure is incurred by the Tenant.

## ARTICLE VI
## REPAIRS, MAINTENANCE, ADDITIONS AND RECONSTRUCTION

6.1 **Maintenance by Tenant**. Throughout the Term of this Lease, Tenant shall, at Tenant's sole cost and expense, keep and maintain the Premises and any and all Improvements now or hereafter constructed and installed on the Premises in good order, condition and repair (*i.e.*, so that the Premises does not deteriorate more quickly than its age and reasonable wear and tear would otherwise dictate) and in a safe and sanitary condition and in compliance with all applicable Laws in all material respects.

6.2 **Interior Improvements, Additions and Reconstruction of Improvements**. Following the completion of construction of the Initial Improvements, Tenant shall have the right from time to time, without County's prior written consent, but with prior written notice to the County: (i) to make any interior improvements to the Improvements that are consistent with the County approved use of the Premises as reflected in this Lease; (ii) to restore and reconstruct the Improvements, and in that process make any modifications otherwise required by changes in Laws, following any damage or destruction thereto (whether or not required to do so under Article VII); and/or (iii) to make changes, revisions or improvements to the Improvements for uses consistent with the County approved use of the Premises as reflected in this Lease, to the extent that such changes, revisions or improvements do not increase or reduce the square footage of the buildings and structures (except for minor variations in the square footage). Tenant shall perform all work authorized by this Section at its sole cost and expense and in compliance with all applicable Laws in all material respects.

6.3 **All Other Construction, Demolition, Alterations, Improvements and Reconstruction**. Following the completion of construction of the Initial Improvements, and except as specified in Sections 6.1 and 6.2, any construction, alterations, additions, repairs, maintenance, demolition, improvements or reconstruction of any kind shall require the prior written consent of the County, which consent shall not be unreasonably conditioned, delayed or withheld and may require Board of Supervisors approval. Tenant

shall perform all work authorized by this Section at its sole cost and expense and in compliance with all applicable Laws in all material respects.

6.4 **Requirements of Governmental Agencies**. At all times during the Term of this Lease, Tenant, at Tenant's sole cost and expense, shall: (i) make all alterations, improvements, demolitions, additions or repairs to the Premises and/or the Improvements required to be made by any law, ordinance, statute, order or regulation now or hereafter made or issued by any federal, state, county, local or other governmental agency or entity; (ii) observe and comply in all material respects with all Laws now or hereafter made or issued respecting the Premises and/or the Improvements (subject to Tenant's right to contest such Laws in accordance with Section 4.4); (iv) indemnify, defend and hold County, the Premises and the Improvements free and harmless from any and all liability, loss, damages, fines, penalties, claims and actions resulting from Tenant's failure to comply with and perform the requirements of this Article VI.

6.5 **County Obligations**. Tenant specifically acknowledges and agrees that County shall not have any obligations with respect to the maintenance, alteration, improvement, demolition, addition or repair of any Improvements, except only as specifically provided in this Lease to the contrary.

## ARTICLE VII
## DAMAGE AND RESTORATION

7.1 **Damage and Restoration**. In the event the whole or any part of the Improvements shall be damaged or destroyed by fire or other casualty, damage or action of the elements which is covered by insurance required to be carried by Tenant pursuant to this Lease or in fact caused by Tenant, at any time during the Term, Tenant shall with all due diligence, at Tenant's sole cost and expense, repair, restore and rebuild the Improvements on substantially the same plan and design as existed immediately prior to such damage or destruction and to substantially the same condition that existed immediately prior to such damage, with any changes made by Tenant to comply with then applicable Laws and with any upgrades or improvements that Tenant may determine in its reasonable discretion. If Tenant desires to change the use of the Premises following such casualty, then Tenant may make appropriate changes to the Premises to accommodate such changed use after approval of such change of use by the County pursuant to Article IV above. This Article shall not apply to cosmetic damage or alterations.

7.2 **Restoration**. In the event of any restoration or reconstruction pursuant to this Section, all such work performed by Tenant shall be constructed in a good and workmanlike manner according to and in conformance with the laws, rules and regulations of all governmental bodies and agencies and the requirements of this Lease applicable to the construction of the Initial Improvements.

7.3 **No Rental Abatement**. Tenant shall not be entitled to any abatement, allowance, reduction, or suspension of Rent because part or all of the Improvements become untenantable as a result of the partial or total destruction of the Improvements, and Tenant's obligation to pay Monthly Rent and other charges under this Lease, and Tenant's obligation to keep and perform all other covenants and agreements on its part to be kept and performed hereunder, shall not be decreased or affected in any way by any destruction of or damage to the Improvements.

7.4 **Application of Insurance Proceeds**. If following the occurrence of damage or destruction to the Premises or Improvements, Tenant is obligated to or otherwise elects to restore the Premises and Improvements pursuant to this Article VII, then all proceeds from the insurance required to be maintained

by Tenant on the Premises and the Improvements shall be applied to fully restore the same, and any excess proceeds shall be paid to Tenant and any deficit in necessary funds plus the amount of any deductible shall be paid by Tenant. If the insurance proceeds are insufficient to pay all costs to fully restore the Improvements, Tenant shall pay the deficiency and shall nevertheless proceed to complete the restoration of the Improvements and pay the cost thereof. Upon lien free completion of the restoration, any balance of the insurance proceeds remaining over and above the cost of such restoration shall be paid to Tenant.

7.5 **Exclusive Remedies**. Notwithstanding any destruction or damage to the Premises and/or the Improvements, Tenant shall not be released from any of its obligations under this Lease, except to the extent and upon the conditions expressly stated in this Article VII. County and Tenant hereby expressly waive the provisions of California Civil Code Sections 1932(2) and 1933(4) with respect to any damage or destruction of the Premises and/or the Improvements and agree that their rights shall be exclusively governed by the provisions of this Article VII.

## ARTICLE VIII
INSURANCE AND INDEMNITY

8.1 **Tenant's Required Insurance**.

8.1.1. Tenant agrees to purchase all required insurance at Tenant's expense and to deposit with Chief Real Estate Officer certificates of insurance, including all endorsements required herein, necessary to satisfy Chief Real Estate Officer that the insurance provisions of this Lease have been complied with and to keep such insurance coverage and the certificates and endorsements therefore on deposit with Chief Real Estate Officer during the entire term of this Lease. It shall constitute an Event of Default hereunder if Tenant's insurance coverage is terminated and not reinstated within ten (10) business days after notice from County of such termination.

8.1.2. Tenant agrees that it shall not operate on the Premises at any time the required insurance is not in full force and effect as evidenced by a certificate of insurance and necessary endorsements or, in the interim, an official binder being in the possession of Chief Real Estate Officer; rent however shall not be suspended. In no cases shall assurances by Tenant, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. Chief Real Estate Officer will only accept valid certificates of insurance and endorsements, or in the interim, an insurance binder as adequate evidence of insurance. Tenant also agrees that upon cancellation, termination, or expiration of Tenant's insurance, Chief Real Estate Officer may take whatever steps are necessary to interrupt any operation from or on the Premises until such time as the Chief Real Estate Officer reinstates the Lease.

8.1.3. If Tenant fails to provide Chief Real Estate Officer with a valid certificate of insurance and endorsements, or binder at any time during the term of the Lease, County and Tenant agree that this shall constitute a material breach of the Lease. Whether or not a notice of default has or has not been sent to Tenant, said material breach shall permit Chief Real Estate Officer to take whatever steps are necessary to interrupt any operation from or on the Premises, and to prevent any persons, including, but not limited to, members of the general public, and Tenant's employees and agents, from entering the Premises until such time as the Chief Real Estate Officer is provided with adequate evidence of insurance required herein. Tenant further agrees to hold County harmless for any damages resulting from such interruption of business and possession, including, but not limited to, damages resulting from any loss of income or business resulting from Chief Real Estate Officer's action.

8.1.4. All contractors performing work on behalf of Tenant pursuant to this Lease shall obtain insurance subject to the same terms and conditions as set forth herein for Tenant. Tenant shall not allow contractors or subcontractors to work if contractors have less than the level of coverage required by County from the Tenant under this Lease. It is the obligation of the Tenant to provide written notice of the insurance requirements to every contractor and to receive proof of insurance prior to allowing any contractor to begin work within the Premises. Such proof of insurance must be maintained by Tenant through the entirety of this Lease and be available for inspection by Chief Real Estate Officer at any reasonable time.

8.1.5. All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a "0" by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in excess of $25,000 ($5,000 for automobile liability) shall specifically be approved by County's Risk Manager.

8.1.6. **Qualified Insurer**.

(a) The policy or policies of insurance must be issued by an insurer authorized or licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category) as determined by the most current edition of the **Best's key Rating Guide/Property-Casualty/United States or ambest.com**.

(b) If the insurance carrier is not an admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the Chief Real Estate Officer retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

(c) The policy or policies of insurance maintained by the Tenant shall provide the minimum limits and coverage as set forth below:

| Coverages | Minimum Limits |
|---|---|
| Commercial General Liability | $1,000,000 per occurrence<br>$2,000,000 aggregate |
| Sexual Misconduct including Abuse and Molestation | $1,000,000 per occurrence<br>$2,000,000 aggregate |
| Liquor Liability (if applicable) | $1,000,000 per occurrence |
| Umbrella/Excess Liability with Follow Form Coverage | $25,000,000 |
| Professional Liability (Medical Malpractice) | $1,000,000 |
| Automobile Liability including coverage for | $1,000,000 limit per occurrence |

| | |
|---|---|
| owned, non-owned and hired vehicles | |
| Workers' Compensation | Statutory Minimum |
| Employers' Liability Insurance | $1,000,000 per occurrence |
| Commercial Property Insurance on an "All Risk" or "Special Causes of Loss" basis covering all buildings, contents and any tenant improvements including Business Interruption/Loss of Rents with a 12 month limit | 100% of the Replacement Cost Value and no coinsurance provision |
| Environmental/Pollution Liability | $1,000,000 per claims made or per occurrence |

8.1.7. **Required Coverage Forms**.

(a) The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

(b) The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

8.1.8. **Required Endorsements**. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

(a) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds.

(b) A primary non-contributing endorsement evidencing that the Tenant's insurance is primary and any insurance or self-insurance maintained by County shall be excess and non-contributing.

(c) All insurance policies required by this contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

(d) The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

(e) The Commercial Property policy shall be endorsed to include the County of Orange as a Loss Payee. A Loss Payee endorsement shall be submitted with the Certificate of Insurance as evidence of this requirement.

(f) To the extent available and pursuant to the terms and conditions of the respective insurance policies, insurance policies required by this contract shall give County 30 days' notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

(g) The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

(h) Insurance certificates should be forwarded to County address provided in Section 19.19 below or to an address provided by Chief Real Estate Officer. Tenant has ten (10) business days to provide adequate evidence of insurance or it shall constitute an Event of Default.

(i) County expressly retains the right to require Tenant to increase or decrease insurance of any of the above insurance types throughout the term of this Lease to a level consistent with then commercially reasonable limits of coverage required by commercial landowners or commercial lenders for improvements like the Improvements used for purposes like those for which the Improvements are used.

(j) Chief Real Estate Officer shall notify Tenant in writing of changes in the insurance requirements consistent with subsection (i) above. If Tenant does not deposit copies of certificates of insurance and endorsements with Chief Real Estate Officer incorporating such changes within thirty (30) days of receipt of such notice, it shall constitute an Event of Default.

(k) The procuring of such required policy or policies of insurance shall not be construed to limit Tenant's liability hereunder nor to fulfill the indemnification provisions and requirements of this Lease, nor in any way to reduce the policy coverage and limits available from the insurer.

8.2 **Indemnification**. Tenant hereby releases and waives all claims and recourse against County, including the right of contribution for loss or damage of persons or property, arising from, growing out of or in any way connected with or related to this Lease except claims arising from the concurrent active or sole negligence of County, its officers, agents, employees and contractors. Tenant hereby agrees to indemnify, defend (with counsel approved in writing by County), and hold harmless, County, its elected and appointed officials, officers, agents, employees and contractors against any and all claims, losses, demands, damages, cost, expenses or liability for injury to any persons or property, arising out of the operation or maintenance of the property described herein, and/or Tenant's exercise of the rights under this Lease, except for liability arising out of the concurrent active or sole negligence of County, its elected and appointed officials, officers, agents, employees or contractors including the cost of defense of any lawsuit arising therefrom. If County is named as co-defendant in a lawsuit, Tenant shall notify County of such fact and shall represent County in such legal action unless County undertakes to represent itself as co-defendant in such legal action, in which event, Tenant shall pay to County its litigation costs, expenses, and attorneys' fees. If judgment is entered against County and Tenant by a court of competent jurisdiction because of the concurrent active negligence of County and Tenant, County and Tenant agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Tenant acknowledges that it is familiar with the language and provisions of California Civil Code Section 1542 which provides as follows:

*A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which, if known by him, must have materially affected his settlement with the debtor.*

Tenant, being aware of and understanding the terms of Section 1542, hereby waives all benefit of its provisions to the extent described in this paragraph.

8.3 **Damage to Tenant's Premises**. County shall not be liable for injury or damage which may be sustained by the person, goods, wares, merchandise, or other property of Tenant, of Tenant's employees, invitees, customers, or of any other person in or about the Premises or the Improvements caused by or resulting from any peril which may affect the Premises or Improvements, including fire, steam, electricity, gas, water, or rain which may leak or flow from or into any part of the Premises or the Improvements, whether such damage or injury results from conditions arising upon the Premises or from other sources.

## ARTICLE IX
## CONDEMNATION

9.1 **Definitions**.

9.1.1. "**Condemnation**" means (i) the taking or damaging, including severance damage, by eminent domain or by inverse condemnation or for any public or quasi-public use under any statute, whether by legal proceedings or otherwise, by a Condemnor (hereinafter defined), and (ii) a voluntary sale or transfer to a Condemnor, either under threat of condemnation or while condemnation legal proceedings are pending.

9.1.2. "**Date of Taking**" means the later of (i) the date actual physical possession is taken by the Condemnor; or (ii) the date on which the right to compensation and damages accrues under the law applicable to the Premises.

9.1.3. "**Award**" means all compensation, sums or anything of value awarded, paid or received for a Total Taking, a Substantial Taking or a Partial Taking (hereinafter defined), whether pursuant to judgment or by agreement or otherwise.

9.1.4. "**Condemnor**" means any public or quasi-public authority or private corporation or individual having the power of condemnation.

9.1.5. "**Total Taking**" means the taking by Condemnation of all of the Premises and all of the Improvements.

9.1.6. "**Substantial Taking**" means the taking by Condemnation of so much of the Premises or Improvements or both that one or more of the following conditions results: (i) The remainder of the Premises would not be economically and feasibly usable by Tenant; and/or (ii) A reasonable amount of reconstruction would not make the Premises and Improvements a practical improvement and reasonably suited for the uses and purposes for which the Premises were being used prior to the Condemnation; and/or (iii) The conduct of Tenant's business on the Premises would be materially and substantially prevented or impaired.

9.1.7. "**Partial Taking**" means any taking of the Premises or Improvements that is neither a Total Taking nor a Substantial Taking.

9.1.8. "**Notice of Intended Condemnation**" means any notice or notification on which a reasonably prudent person would rely and which he would interpret as expressing an existing intention of Condemnation as distinguished from a mere preliminary inquiry or proposal. It includes but is not limited to service of a Condemnation summons and complaint on a party hereto. The notice is considered to have been received when a party receives from the Condemnor a notice of intent to condemn, in writing, containing a description or map reasonably defining the extent of the Condemnation.

9.2 **Notice and Representation**.

9.2.1. **Notification**. The party receiving a notice of one or more of the kinds specified below shall promptly notify the other party of the receipt, contents and dates of such notice: (i) a Notice of Intended Condemnation; (ii) service of any legal process relating to the Condemnation of the Premises or Improvements; (iii) any notice in connection with any proceedings or negotiations with respect to such a Condemnation; (iv) any notice of an intent or willingness to make or negotiate a private purchase, sale or transfer in lieu of Condemnation.

9.2.2. **Separate Representation**. County and Tenant each have the right to represent its respective interest in each Condemnation proceeding or negotiation and to make full proof of his claims. No agreement, settlement, sale or transfer to or with the Condemnor shall be made without the consent of County and Tenant. County and Tenant shall each execute and deliver to the other any instruments that may be required to effectuate or facilitate the provisions of this Lease relating to Condemnation.

9.3 **Total or Substantial Taking**.

9.3.1. **Total Taking**. On a Total Taking, this Lease shall terminate on the Date of Taking.

9.3.2. **Substantial Taking**. If a taking is a Substantial Taking, Tenant may, by notice to County given within ninety (90) days after Tenant receives a Notice of Intended Condemnation, elect to treat the taking as a Total Taking. If Tenant does not so notify County, the taking shall be deemed a Partial Taking.

9.3.3. **Early Delivery of Possession**. Tenant may continue to occupy the Premises and Improvements until the Condemnor takes physical possession. At any time following Notice of Intended Condemnation, Tenant may in its sole discretion elect to relinquish possession of the Premises to County before the actual Taking. The election shall be made by notice declaring the election and agreeing to pay all Rent required under this Lease to the Date of Taking. Tenant's right to apportionment of or compensation from the Award shall then accrue as of the date that the Tenant relinquishes possession.

9.3.4. **Apportionment of Award**. On a Total Taking all sums, including damages and interest, awarded for the fee or leasehold or both shall be distributed and disbursed as finally determined by the court with jurisdiction over the Condemnation proceedings in accordance with applicable law. Notwithstanding anything herein to the contrary, Tenant shall be entitled to receive compensation for the value of its leasehold estate under this Lease including its interest in all Improvements, personal property

and trade fixtures located on the Premises, its relocation and removal expenses, its loss of business goodwill and any other items to which Tenant may be entitled under applicable law.

9.4 **Partial Taking**.

9.4.1. **Effect on Rent**. On a Partial Taking this Lease shall remain in full force and effect covering the remainder of the Premises and Improvements, except that the Monthly Rent (including any adjustments thereto) shall be equitably reduced based on the impact (if any) of such Partial Taking on the operating income and revenue derived from Tenant's operations and the decrease (if any) in the market value of the leasehold interest. Such adjustment shall be determined by arbitration in accordance with Article 20 below if the parties are unable to mutually agree on the amount of such decrease.

9.4.2. **Restoration of Improvements**. Promptly after a Partial Taking, Tenant shall repair, alter, modify or reconstruct the Improvements ("**Restoring**") so as to make them reasonably suitable for Tenant's continued occupancy for the uses and purposes for which the Premises are leased.

9.4.3. **Apportionment of Award**. On a Partial Taking, County shall be entitled to receive the entire award for such Partial Taking, except that (i) the proceeds of such Partial Taking shall first be applied towards the cost of Restoring the Premises pursuant to Section 9.4.2 and (ii) Tenant shall be entitled to receive any portion of such award allocated to Tenant's interest in any of Tenant's Improvements, personal property and trade fixtures taken.

9.5 **Waiver of Termination Rights**. Both parties waive their rights under Section 1265.130 of the California Code of Civil Procedure (and any successor provision) and agree that the right to terminate this Lease in the event of Condemnation shall be governed by the provisions of this Article XIX.

## ARTICLE X
## ASSIGNMENT, SUBLETTING AND ENCUMBERING

10.1 **General**. Prior to the Stabilization Date, and except as otherwise provided herein (and except that Tenant may acquire a Leasehold Mortgage as set forth in Article XVII), Tenant shall not assign (including an assignment by operation of law), transfer or encumber this Lease, or any interest therein, nor sublet the Premises or Improvements. After the Stabilization Date, Tenant may assign or sublet this Lease without County's consent to a Permitted Transferee (as defined below). All other assignments and transfers shall require the consent of County, which may not be unreasonably withheld, conditioned or delayed. Pursuant to Section 3.5, Value Appreciation Rent may also be due on certain assignments, transfers or encumbrances, as more fully set forth therein.

10.1.1. Except for the Leasehold Mortgage allowed by Article XVII and transfers to a Permitted Transferee, any mortgage, pledge, hypothecation, encumbrance, transfer, sublease of Tenant's entire Lease interest or assignment (hereinafter in this section referred to collectively as "**Transfer**") of Tenant's interest in the Premises, or assignment of any part or portion thereof, shall first be approved in writing by Chief Real Estate Officer, unless otherwise provided herein. Failure to obtain Chief Real Estate Officer's required written approval of a Transfer will render such Transfer void. Occupancy of the Premises by a prospective transferee, sublessee, or assignee before approval of the Transfer by County shall constitute an Event of Default.

10.1.2. Except for a Permitted Transfer (as defined in Section 10.3, below), if Tenant hereunder is a corporation, limited liability company, an unincorporated association or partnership, the Transfer of any stock or interest in said corporation, company, association, partnership in the aggregate exceeding 25% shall be deemed a Transfer within the meaning of this Lease that requires County written consent.

10.1.3. Should County consent to any Transfer, such consent shall not constitute a waiver of any of the terms, covenants, or conditions of this Lease nor be construed as County's consent to any further Transfer. Such terms, covenant or conditions shall apply to each and every Transfer hereunder and shall be severally binding upon each and every party thereto. Any document to mortgage, pledge, hypothecate, encumber, transfer, sublet, or assign the Premises or any part thereof shall not be inconsistent with the provisions of this Lease and in the event of any such inconsistency, the provisions of this Lease shall control.

10.1.4. This section shall not be interpreted to disallow or require County approval for space leases (subleases of less than Tenant's entire Lease interest) or concession agreements within the Improvements between the Tenant and a sub-tenant, which are consistent with the approved uses under this Lease.

10.2 **Leasehold Mortgage**. Under no circumstances may Tenant mortgage, encumber or hypothecate County's Fee Interest.

10.3 **Permitted Transfers**. Following the Stabilization Date, County's consent shall not be required to any of the following Transfers (each party to whom a Permitted Transfer may be made is a "**Permitted Transferee**"): (i) an Excluded Transfer, or (ii) any encumbrance to a Leasehold Mortgagee; provided, however, that in each case (1) Tenant shall notify County of such Transfer at least sixty (60) days prior to the consummation of such Transfer, and shall provide County with complete information regarding the transferee and information evidencing that the Transfer falls within the parameters of this paragraph, and (2) if such Transfer involves an assignment of Tenant's rights under this Lease, Tenant or such transferee shall provide County with a written assumption of Tenant's obligations under this Lease executed by such transferee in a form approved by the County, which approval shall not be unreasonably withheld, conditioned or delayed in the event that the assignment is consistent with the terms of this Lease.

10.4 **Transfer Procedure**. If Tenant desires at any time to enter into a Transfer for which County's consent is required hereunder, Tenant shall provide County with written notice ("**Transfer Notice**") at least ninety (90) days prior to the proposed effective date of the Transfer. The Transfer Notice shall include (i) the name and address of the proposed transferee, (ii) the nature of the Transfer (*i.e.*, whether an assignment, sublease or encumbrance), (iii) the proposed effective date of the Transfer, (iv) income statements and "fair market" balance sheets of the proposed transferee for the two (2) most recently completed fiscal or calendar years (provided however, if the proposed transferee is a newly formed entity and has not been in existence for such two (2) year period, the financial statements submitted shall be those if its principals), (v) a detailed description of the proposed transferees qualifications and experience that demonstrates the transferee meets the criteria for a Tenant as established by this Lease, (vi) a bank or other credit reference, and (viii) whether any Value Appreciation Rent in due pursuant to Section 3.5, above. Thereafter, Tenant shall furnish such supplemental information as County may reasonably request concerning the proposed transferee. County shall, no later than ninety (90) days after County's receipt of

the information specified above, deliver written notice to Tenant which shall (i) indicate whether County gives or withholds its consents to the proposed Transfer, and (ii) if County withholds its consent to the proposed Transfer, setting forth a detailed explanation of County's grounds for doing so. If County consents to a proposed Transfer, then Tenant may thereafter effectuate such Transfer to the proposed transferee based upon the specific terms of the County's approval and after execution of a consent to assignment, in a form approved by the County.

10.5 **Liability of Transferors/Transferees For Lease Obligations**. Each permitted assignee of this Lease shall assume in writing all of Tenant's obligations under this Lease. All transferees of any interest in this Lease or the Premises or Improvements (whether or not directly liable on this Lease) shall be subject to the terms and provisions of this Lease. Any transferor of any interest in this Lease or the Premises or Improvements shall remain primarily liable for all obligations hereunder and shall be subject to the terms and provisions of this Lease. The County may proceed directly against the transferor in its sole and absolute discretion, with no obligation to exhaust its remedies against the transferee.

10.6 **Conditions of Certain County Approvals**.

10.6.1. County may withhold consent to a Transfer at its and absolute sole discretion if any of the following conditions exist:

(a) An Event of Default exists under this Lease.

(b) The prospective Transferee has not agreed in writing to keep, perform, and be bound by all the terms, covenants, and conditions of this Lease.

(c) The Stabilization Date has not passed.

(d) The construction required of Tenant as a condition of this Lease has not been completed.

(e) All the material terms, covenants, and conditions of the Transfer that are relevant to the County approval of the Transfer have not been revealed in writing to County.

(f) The processing fee required by County and set out below has not been paid to County by delivery of said fee to County.

(1) A fee of $3,000 shall be paid to County for processing each consent to Transfer submitted to County as required by this Lease. This processing fee shall be deemed earned by County when paid and shall not be refundable.

(2) If a processing fee has been paid by Tenant for another phase of the same transaction, a second fee will not be charged. Such fee shall be increased every ten years during the Lease term based on any increase in the CPI Index. Under no circumstances shall the fee decrease.

10.7 **Conditions Deemed Reasonable**. Tenant acknowledges that each of the conditions to a Transfer, and the rights of County set forth in this Article X in the event of a Transfer is a reasonable restriction for the purposes of California Civil Code Section 1951.4.

## ARTICLE XI
DEFAULT AND REMEDIES

11.1 **Event of Default**. Each of the following events shall constitute an "**Event of Default**" by Tenant:

11.1.1. **Failure to Pay**. Tenant's failure or omission to pay any Rent or other sum payable hereunder on or before the date due where such failure shall continue for a period of three (3) business days after written notice thereof from County to Tenant; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure §1161 *et seq*.

11.1.2. **Failure to Perform**. The failure or inability by Tenant to observe or perform any of the provisions of this Lease to be observed or performed by Tenant, other than specified in Sections 11.1.1 or 11.1.3 herein, where such failure shall continue for a period of ten (10) days after written notice thereof from County to Tenant; provided, however, that any such notice shall be in lieu of, and not in addition to, any notice required under California Code of Civil Procedure Section 1161 *et. seq*.; provided, further, that if the nature of such failure is such that it can be cured by Tenant but that more than ten (10) days are reasonably required for its cure (for any reason other than financial inability), then Tenant shall not be deemed to be in default if Tenant shall commence such cure within said ten (10) days, and thereafter diligently prosecutes such cure to completion.

11.1.3. **Abandonment**. The abandonment (as defined in California Civil Code Section 1951.3) or vacation of the Premises by Tenant.

11.1.4. **Assignments**.

(a) The making by Tenant of any general assignment for the benefit of creditors;

(b) A case is commenced by or against Tenant under Chapters 7, 11 or 13 of the Bankruptcy Code, Title 11 of the United States Code as now in force or hereafter amended and if so commenced against Tenant, the same is not dismissed within sixty (60) days of such commencement;

(c) the appointment of a trustee or receiver to take possession of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged within thirty (30) days; or

(d) Tenant's convening of a meeting of its creditors or any class thereof for the purpose of effecting a moratorium upon or composition of its debts. In the event of any such default, neither this Lease nor any interests of Tenant in and to the Premises shall become an asset in any of such proceedings and, in any such event and in addition to any and all rights or remedies of the County hereunder or by law; provided, it shall be lawful for the County to declare the term hereof ended and to re-enter the Premises and take possession thereof and remove all persons therefrom, and Tenant and its creditors (other than County) shall have no further claim thereon or hereunder.

11.2 **County's Remedies**. If an Event of Default occurs and is continuing, County shall have the following remedies in addition to all rights and remedies provided by law or equity to which County may resort cumulatively or in the alternative:

11.2.1. **Termination of Lease**. County shall have the right to terminate this Lease and all rights of Tenant hereunder including Tenant's right to possession of the Premises. In the event that County shall elect to so terminate this Lease then County may recover from Tenant:

(a) The worth at the time of award of the unpaid rent and other charges, which had been earned as of the date of the termination hereof; plus

(b) The worth at the time of award of the amount by which the unpaid rent and other charges which would have been earned after the date of the termination hereof until the time of award exceeds the amount of such rental loss that Tenant proves could have been reasonably avoided; plus

(c) The worth at the time of award of the amount by which the unpaid rent and other charges for the balance of the term hereof after the time of award exceeds the amount of such rental loss that Tenant proves could be reasonably avoided; plus

(d) Any other amount necessary to compensate County for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom, including, but not limited to, the cost of recovering possession of the Premises, expenses of reletting, including necessary repair, renovation and alteration of the Premises, reasonable attorneys' fees, expert witness costs, and any other reasonable costs; plus

(e) Any other amount which County may by law hereafter be permitted to recover from Tenant to compensate County for the detriment caused by Tenant's default.

The term "rent" as used herein shall be deemed to be and to mean the annual rent and all other sums required to be paid by Tenant pursuant to the terms of this Lease. All such sums, other than the annual rent, shall be computed on the basis of the average monthly amount thereof accruing during the 24-month period immediately prior to default, except that if it becomes necessary to compute such rental before such 24-month period has occurred, then such sums shall be computed on the basis of the average monthly amount during such shorter period. As used in Sections 11.2.1(a) and 11.2.1(b) above, the "worth at the time of award" shall be computed by allowing interest at the maximum rate permitted by law. As used in Sections 11.2.1 (c) above, the "worth at the time of award" shall be computed by discounting such amount at the discount rate of the Federal Reserve Bank of San Francisco at the time of award plus one percent (1%), but not in excess of the Interest Rate.

11.2.2. **Continue Lease in Effect**. Continue this Lease in effect without terminating Tenant's right to possession even though Tenant has breached this Lease and abandoned the Premises and to enforce all of County's rights and remedies under this Lease, at law or in equity, including the right to recover the rent as it becomes due under this Lease; provided, however, that County may at any time thereafter elect to terminate this Lease for such previous breach by notifying Tenant in writing that Tenant's right to possession of the Premises has been terminated.

11.2.3. **Removal of Personal Property Following Termination of Lease**. County shall have the right, following a termination of this Lease and Tenant's rights of possession of the Premises under Section 11.2.1 above, to re-enter the Premises and, subject to applicable law, to remove Tenant's personal property from the Premises. Such property may be removed and stored in a public warehouse or elsewhere at the cost of and for the account of Tenant in accordance with applicable California law.

11.3 **County's Right to Cure Tenant Defaults**. If Tenant shall have failed to cure, after expiration of the applicable time for curing, a particular default under this Lease, County may at its election, but is not obligated to, make any payment required of Tenant under this Lease or perform or comply with any term, agreement or condition imposed on Tenant hereunder, and the amount so paid plus the reasonable cost of any such performance or compliance, plus interest on such sum at the Interest Rate from the date of payment, performance or compliance until reimbursed shall be deemed to be additional rent payable by Tenant on County's demand. No such payment, performance or compliance shall constitute a waiver of default or of any remedy for default, or render County liable for any loss or damage resulting from the same.

11.4 **County's Default**. County shall not be considered to be in default under this Lease unless Tenant has given County written notice specifying the default, and either (i) as to monetary defaults, County has failed to cure the same within ten (10) business days after written notice from Tenant, or (ii) as to nonmonetary defaults, County has failed to cure the same within thirty (30) days after written notice from Tenant, or if the nature of Tenant's nonmonetary default is such that more than thirty (30) days are reasonably required for its cure, then such thirty (30) period shall be extended automatically so long as County commences a cure within such thirty (30) day period and thereafter diligently pursues such cure to completion. Tenant shall have no right to offset or abate alleged amounts owing by County under this Lease against Monthly Rent owing by Tenant under this Lease. Additionally, Tenant's sole remedy for any monetary default shall be towards the County's interest in the property and not to any other assets. Any and all claims or actions accruing hereunder shall be absolutely barred unless such action is commenced within six (6) months of the event or action giving rise to the default.

11.5 **Remedies Cumulative**. All rights and remedies of County contained in this Lease shall be construed and held to be cumulative, and no one of them shall be exclusive of the other, and County shall have the right to pursue any one or all of such remedies or any other remedy or relief which may be provided by law, whether or not stated in this Lease.

11.6 **Waiver by County**. No delay or omission of County to exercise any right or remedy shall be construed as a waiver of such right or remedy or any default by Tenant hereunder. The acceptance by County of rent or any other sums hereunder shall not be (a) a waiver of any preceding breach or default by Tenant of any provision thereof, other than the failure of Tenant to pay the particular rent or sum accepted, regardless of County's knowledge of such preceding breach or default at the time of acceptance of such rent or sum, or (b) waiver of County's right to exercise any remedy available to County by virtue of such breach or default. No act or thing done by County or County's agents during the term of this Lease shall be deemed an acceptance of a surrender of the Premises, and no agreement to accept a surrender shall be valid unless in writing and signed by County.

11.7 **Interest**. Any installment or rent due under this Lease or any other sums not paid to County when due (other than interest) shall bear interest at the maximum rate allowed by law from the date such

payment is due until paid, provided, however, that the payment of such interest shall not excuse or cure the default.

11.8 **Waiver by Tenant**. Tenant's waiver of any breach by County of any term, covenant or condition herein contained shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

11.9 **Tenant Covenants and Agreements**. All covenants and agreements to be performed by Tenant under any of the terms of this Lease shall be performed by Tenant at Tenant's sole cost and expenses and without any abatement of rent. If Tenant shall fail to pay any sum of money, other than rent required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, or to provide any insurance or evidence of insurance to be provided by Tenant, then in addition to any other remedies provided herein, County may, but shall not be obligated to do so, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such act on Tenant's part to be made or performed as provided in this Lease or to provide such insurance. Any payment or performance of any act or the provision of any such insurance by County on Tenant's behalf shall not give rise to any responsibility of County to continue making the same or similar payments or performing the same or similar acts. All costs, expenses, and other sums incurred or paid by County in connection therewith, together with interest at the maximum rate permitted by law from the date incurred or paid by County shall be deemed to be additional rent hereunder and shall be paid by Tenant with and at the same time as the next monthly installment of rent hereunder, and any default therein shall constitute a breach of the covenants and conditions of this Lease.

## ARTICLE XII
## HOLDING OVER

If Tenant holds over after the expiration or earlier termination of the Term hereof without the express written consent of County, Tenant shall become a Tenant at sufferance only, at a monthly rental rate equal to the greater of (i) one hundred fifty percent (150%) of the last Monthly Rental in effect, or (ii) the then fair market rental value of the Premises, and otherwise subject to the terms, covenants and conditions herein specified. Acceptance by County of Rent after such expiration or earlier termination shall not result in an extension of this Lease. If Tenant fails to surrender the Premises and the Improvements upon the expiration of this Lease despite demand to do so by County, Tenant shall indemnify and hold County harmless from all loss or liability, including any claim made by any succeeding tenant founded on or resulting from such failure to surrender and any attorneys' fees and costs incurred by County.

## ARTICLE XIII
## ESTOPPEL CERTIFICATES

At any time and from time to time, within ten (10) business days after written request by either County or Tenant (the "**requesting party**"), the other party (the "**responding party**") shall execute, acknowledge and deliver an estoppel certificate addressed to the requesting party, and/or to such other beneficiary (as described below) as the requesting party shall request, certifying (i) that this Lease is in full force and effect, (ii) that this Lease is unmodified, or, if there have been modifications, identifying the same, (iii) the dates to which Rent has been paid in advance, (iv) that, to the actual knowledge of the responding party, there are no then existing and uncured defaults under the Lease by either County or Tenant, or, if any such defaults are known, identifying the same, and (v) any other factual matters (which shall be limited to

the actual knowledge of the responding party) as may be reasonably requested by the requesting party. Such certificate may designate as the beneficiary thereof the requesting party, and/or any third party having a reasonable need for such a certificate (such as, but not limited to, a prospective purchaser, transferee or lender).

## ARTICLE XIV
## FORCE MAJEURE

Unless otherwise specifically provided herein, the period for performance of any nonmonetary obligation by either party shall be extended by the period of any delay in performance caused by Acts of God, strikes, boycotts, lock-outs, inability to procure materials not related to the price thereof, failure of electric power, riots, civil unrest, acts of terrorism, insurrection, war, declaration of a state or national emergency, weather that could not have reasonably been anticipated, changes in the Laws which would prevent the Premise from being operated in accordance with this Lease, or other reasons beyond the reasonable control of County, Tenant, or their respective agents or representatives (collectively, "**Force Majeure Events**"). In no event, however, shall Force Majeure Events include the financial inability of a party to this Lease to pay or perform its obligations hereunder. Further, nothing herein shall extend the time for performance of any monetary obligation owing under this Lease (including Tenant's obligation to pay Rent owing hereunder).

## ARTICLE XV
## RECORDS AND ACCOUNTS

15.1 Records. Tenant shall, at all times during the term of this Lease, keep or cause to be kept true and complete books, records, and accounts of all financial transactions in the operation of all business activities, of whatever nature, conducted in pursuance of the rights granted herein. The records must be supported by source documents such as sales slips, cash register tapes, purchase invoices, or other pertinent documents.

15.1.1. Except as otherwise provided herein, all retail sales and charges shall be recorded by means of cash registers or other comparable devices which display to the customer the amount of the transaction and automatically issue a receipt. The registers shall be equipped with devices which lock in sales totals and other transaction records, or with counters which are not resettable and which record transaction numbers and sales details. Totals registered shall be read and recorded by Tenant at the beginning and end of each business day.

15.1.2. In the event of admission charges or rentals, Tenant shall issue serially numbered tickets for each such admission or rental and shall keep an adequate record of said tickets, both issued and unissued.

15.1.3. All retail sales and charges may be recorded by a system other than cash registers or other comparable devices provided said system is approved by Auditor-Controller.

15.2 The Accounting Year. The accounting year shall be twelve full calendar months. The accounting year may be established by Tenant, provided Tenant notifies Auditor-Controller in writing of the accounting year to be used. Said accounting year shall be deemed to be approved by Auditor-Controller unless

Auditor-Controller has objected to Tenant's selection in writing within sixty (60) days of Tenant's written notification.

15.2.1. In the event Tenant fails to establish an accounting year of its choice, regardless of the cause, the accounting year shall be synonymous with the twelve-month period contained in the first one-year term of the Lease.

15.2.2. Any portion of a year that is not reconciled, should the accounting year and the anniversary year of the lease commencement not be the same, shall be accounted for as if it were a complete accounting year.

15.2.3. Once an accounting year is established, it shall be continued through the term of the lease unless Auditor-Controller specifically approves in writing a different accounting year. Auditor-Controller shall only approve a change in accounting years in the event of undue hardship being placed on either the Tenant or County, and not because of mere convenience or inconvenience.

15.3 Financial Statements. Within ninety (90) days after the end of each accounting year, Tenant shall at his own expense submit to Auditor-Controller a balance sheet and income statement prepared by a Certified Public Accountant who is a member of AICPA and the California Society of CPAs, reflecting business transacted on or from the Premises during the preceding accounting year. The Certified Public Accountant must attest that the balance sheet and income statement submitted are an accurate representation of Tenant's records as reported to the United States of America for income tax purposes. At the same time, Tenant shall submit to Auditor-Controller a statement certified as to accuracy by a Public Accountant who is a member of AICPA and the California Society of CPAs, wherein the total Gross Receipts for the accounting year are classified according to the categories of business established for percentage rent and listed in Section 3.4.1(d) and for any other business conducted on or from the Premises. Tenant shall provide County with copies of any Certified Public Accountant's ("**CPA**") management letters prepared in conjunction with their audits of Tenant's operations from the Premises. Copies of management letters shall be provided directly to County by the CPA at the same time Tenant's copy is provided to Tenant.

15.3.1. Tenant acknowledges its understanding that any and all of the Financial Statement submitted to the County pursuant to this Lease become Public Records and are subject to public inspection pursuant to §§ 6250 *et. seq*. of the California Government Code.

15.3.2. All Tenant's books of account and records and supporting source documents related to this Lease or to business operations conducted within or from the Premises shall be kept and made available at one location within the limits of the County of Orange. County shall, through its duly authorized agents or representatives, have the right to examine and audit said books of account and records and supporting source documents at any and all reasonable times for the purpose of determining the accuracy thereof, and of the monthly statements of sales made and monies received.

15.3.3. Auditor-Controller, upon request of Tenant and at said Auditor-Controller's sole discretion, may authorize the above-referenced books and records and supporting source documents to be kept in a single location outside the limits of Orange County provided Tenant shall agree to pay all expenses including but not limited to transportation, food, and lodging necessary for Auditor-Controller to send a representative to audit said books and records. Said right shall not be exercised by Auditor-Controller more than once each accounting year.

15.3.4. The full cost of said audit, as determined by Auditor-Controller, shall be borne by Tenant if either or both of the following conditions exist:

(a) The audit reveals an underpayment of more than two percent (2%) between the rent due as reported and paid by Tenant in accordance with this Lease and the rent due as determined by said audit;

(b) Tenant has failed to maintain true and complete books, records, accounts and supporting source documents in accordance with Section 15.1 "Records" above. The adequacy of records shall be determined at the sole discretion of Auditor-Controller.

Otherwise, County shall bear the cost of said audit, excluding the aforementioned expenses related to audit of documents kept outside the limits of Orange County.

15.3.5. Upon the request of Auditor-Controller, Tenant shall promptly provide, at Tenant's expense, necessary data to enable County to fully comply with any and every requirement of the State of California or the United States of America for information or reports relating to this Lease and to Tenant's use of the Premises. Such data shall include, if required, a detailed breakdown of Tenant's receipts and expenses.

15.3.6. In addition to any other remedies available to County at law or in equity or under this Lease, in the event the Tenant fails to maintain and keep books, records, and accounts from the Premises and/or source documents relating thereto, or to make the same available to County for examination and audit, or to record sales and/or to maintain registers to record sales, or to provide financial statements and other information to County regarding gross sales as required by this Lease, County, at County's option, may:

(a) Perform such examinations, audits, and/or investigations itself or through agents or employees as County and/or its auditors may deem appropriate to confirm the amount of percentage rents payable by Tenant under this Lease and any and all costs and/or expenses incurred by County in connection therewith shall be promptly reimbursed to County by Tenant upon demand.

(b) Provide accounting services and/or a system for recording retail sales and charges, including without limitation, cash registers, for use by Tenant in business transactions upon or from the Premises, and, at County's option, maintain personnel on the Premises to observe and/or record such sales during Tenant's business hours, or from time to time, all at Tenant's sole cost and expense and, in such event, Tenant shall promptly reimburse County for any and all costs incurred by County in connection therewith; and/or

(c) Require that Tenant pay percentage rents based on County's best good faith estimate of Tenant's gross receipts from business operations conducted on or from the premises and any such determination made by County shall be conclusive and binding upon Tenant.

15.3.7. The above costs payable by Tenant shall include reimbursement to County of County-provided services at such rates as County may from time to time, in good faith, establish for such services. In the case of services provided by County's employees, such rates shall be sufficient to reimburse County for employees' salaries, including employee taxes and benefits and County's overhead or, at County's option, may be the rate for such services that would be charged by a qualified third party or parties, approved by County, if engaged by County to perform such services.

## ARTICLE XVI
OPERATIONAL OBLIGATIONS OF TENANT

16.1 **Standards of Operation**.

16.1.1. Tenant shall operate the Premises in a manner reasonably comparable to other comparable facilities or businesses within the County of Orange. Tenant shall at all times during the Term provide adequate security measures to reasonably protect persons and property on the Premises, including a patrol of all areas in the Premises for the purpose of preserving order and preventing theft, vandalism, or other improper or unlawful use of the Premises or any of the facilities.

16.1.2. The ultimate purpose of this Lease is to _____. Accordingly, Tenant covenants and agrees to operate said Premises fully and continuously to accomplish said purposes and not to abandon or vacate the Premises at any time.

16.1.3. The facilities on the Premises shall be operated during normal business hours, subject to any temporary interruptions in operations or closures due to ordinary maintenance and repair and any Force Majeure Event, defined in Article XIV above.

16.2 **Protection of Environment**. Tenant shall take all reasonable measures available to:

16.2.1. Avoid any pollution of the atmosphere or littering of land or water caused by or originating in, on, or about Tenant's facilities.

16.2.2. Maintain a reasonable noise level on the Premises so that persons in the general neighborhood will be able to comfortably enjoy the other facilities and amenities in the area.

16.2.3. Prevent the light fixtures of the Premises from emitting light that could negatively affect the operation of cars, boats, or airplanes in the area.

16.2.4. Prevent all pollutants from Tenant's operations on the Premises from being discharged, including petroleum products of any nature, except as may be permitted in accordance with any applicable permits. Tenant and all of Tenant's agents, employees and contractors shall conduct operations under this Lease so as to assure that pollutants do not enter the municipal storm drain system (including but not limited to curbs and gutters that are part of the street systems), or directly impact receiving waters (including but not limited to rivers, creeks, streams, estuaries, lakes, harbors, bays and the ocean), except as may be permitted by any applicable permits.

16.2.5. The County may enter the Premises and/or review Tenant records at any time to assure that activities conducted on the Premises comply with the requirements of this Section.

16.3 **On-Site Manager**. Tenant shall employ a competent manager who shall be responsible for the day-to-day operation and level of maintenance, cleanliness, and general order for the Premises. Such person shall be vested with the authority of Tenant with respect to the supervision over the operation and maintenance of the Premises, including the authority to enforce compliance by Tenant's agents, employees,

concessionaires, or licensees with the terms and conditions of this Lease and any and all rules and regulations adopted hereunder. Tenant expressly agrees that any notice herein required to be served upon Tenant may, at the option of County or Chief Real Estate Officer, be personally served upon said Manager and that such service shall have the same force and effect as service upon Tenant. Tenant shall notify County in writing of the name of the Manager currently so employed as provided in Section 19.20 of this Lease.

16.4 **Policies and Procedures to be Established by Tenant**. Prior to the commencement of the Stabilization Period, Tenant shall submit to Chief Real Estate Officer proposed policies and procedures pertinent to the operation of the Project and manner of providing the permitted services and uses required by this Lease ("**Policies and Procedures**"). Should Chief of Real Estate, upon review and conference with Tenant, decide any part of said schedules or procedures is not justified with regard to fairly satisfying the needs of the public, Tenant, upon written notice from Chief of Real Estate, shall modify said schedules or procedures to the satisfaction of said Chief of Real Estate. Said Policies and Procedures shall include, but are not limited to, the following:

16.4.1. Tenant shall at all times retain active, qualified, competent, and experienced personnel to supervise Tenant's operation and to represent and act for Tenant.

16.4.2. Tenant shall require its attendants and employees to be properly dressed, clean, courteous, efficient, and neat in appearance at all times. Tenant shall not employ any person(s) in or about the Premises who shall use offensive language or act in a loud, boisterous, or otherwise improper manner.

16.4.3. Tenant shall maintain a close check over attendants and employees to ensure the maintenance of a high standard of service. Tenant shall replace any employee whose conduct is detrimental to the best interests of the public.

16.4.4. Tenant shall sell or provide or cause or permit to be sold or provided only high quality goods, wares, merchandise, food, beverages, and services.

16.4.5. Tenant shall keep the Premises adequately and properly lighted after daylight hours and at such other times as public safety or convenience requires.

16.4.6. Tenant shall establish an appropriate maintenance schedule for all public rest rooms on said Premises to be inspected for cleanliness and supplies several times each day and shall maintain the highest standards of cleanliness therein.

## ARTICLE XVII
## LEASEHOLD MORTGAGES

17.1 **Definitions**. The following definitions are used in this Article (and in other Sections of this Lease):

17.1.1. "**Leasehold Estate**" means Tenant's leasehold estate in and to this Lease, including Tenant's rights, title and interest in and to the Premises and Improvements, or any applicable portion thereof or interest therein.

17.1.2. "**Leasehold Foreclosure Transferee**" means any person (which may, but need not be, a Leasehold Mortgagee) which acquires the Leasehold Estate pursuant to a foreclosure, assignment in lieu of foreclosure or other enforcement of remedies under or in connection with a Leasehold Mortgage.

17.1.3. "**Leasehold Mortgage**" means and includes a mortgage, deed of trust, security deed, conditional deed, deed to secure debt or any other security instrument (including any assignment of leases and rents, security agreement and financing statements) held by an Institutional Lender by which Tenant's Leasehold Estate is mortgaged to secure a debt or other obligation, including a purchase money obligation.

17.1.4. "**Leasehold Mortgagee**" means an Institutional Lender which is the holder of a Leasehold Mortgage.

17.1.5. "**Tenant**" shall mean all of the following: (i) the Tenant under this Lease; (ii) an approved assignee, transferee or subtenant of the Tenant under this Lease who is or becomes directly and primarily liable to County; and (iii) any further assignee, transferee or subtenant of any of the parties listed in (ii) who is or becomes directly and primarily liable to County.

17.2 **Tenant's Right to Encumber Leasehold Estate; No Right to Encumber County's Fee Interest**. Tenant may, at any time during the Term of this Lease (with the consent of County after prior written notice providing evidence that all requirements of this Lease have been complied with) encumber all or any portion of Tenant's Leasehold Estate with one (1) or more Leasehold Mortgages; provided, however:

17.2.1. Such Leasehold Mortgage(s) (as of the date recorded) shall not exceed 80% of the costs of the Improvements prior to completion and 80% of the Leasehold Estate value after completion;

17.2.2. That Tenant shall not have the power to encumber, and no Leasehold Mortgage shall encumber, County's Fee Interest;

17.2.3. The Leasehold Mortgage and all rights acquired under it shall be subject to each and all of the covenants, conditions, and restrictions set forth in this Lease and to all rights and interests of County hereunder, except as otherwise provided in this Lease;

17.2.4. Nothing in this Lease shall be construed so as to require or result in a subordination in whole or in part in any way of the County's Fee Interest to any Leasehold Mortgage, and:

17.2.5. In the event of any conflict between the provisions of this Lease and the provisions of any such trust Leasehold Mortgage, the provisions of this Lease shall control.

17.3 **Notification to County of Leasehold Mortgage**. Tenant or any Leasehold Mortgagee shall, prior to making any Leasehold Mortgage, provide County with notice of such Leasehold Mortgage and the name and address of the Leasehold Mortgagee. At the time of notice, Tenant shall furnish to Chief Real Estate Officer a complete copy of any trust deed and note to be secured thereby, together with the name and

address of the holder thereof. Thereafter, Tenant or any Leasehold Mortgagee shall notify County of any change in the identity or address of such Leasehold Mortgagee. County shall be entitled to rely upon the addresses provided pursuant to this Section for purposes of giving any notices required by this Article XVII.

17.4 **Notice and Cure Rights of Leasehold Mortgagees With Respect to Tenant Defaults**. County, upon delivery to Tenant of any notice of a default under this Lease or a matter as to which County may predicate or claim a default, will endeavor to concurrently deliver a copy of such notice to each Leasehold Mortgagee. From and after the date such notice has been given to any Leasehold Mortgagee, such Leasehold Mortgagee shall have the same cure period for such default (or act or omission which is the subject matter of such notice) that is provided to Tenant under this Lease, to commence and complete a cure of such default (or act or omission which is the subject matter of such notice). County shall accept any and all performance by or on behalf of any Leasehold Mortgagee(s), including by any receiver obtained by any Leasehold Mortgagee(s), as if the same had been done by Tenant. Tenant authorizes each Leasehold Mortgagee to take any such action at such Leasehold Mortgagee's option, and hereby authorizes any Leasehold Mortgagee (or any receiver or agent) to enter upon the Premises for such purpose.

17.5 **Limitation on County's Termination Right**. If any Event of Default occurs and is continuing (and is not cured by any Leasehold Mortgagee under Section 17.4 above) which entitles County to terminate this Lease, County shall have no right to terminate this Lease unless County shall notify each and every Leasehold Mortgagee who has complied with Section 17.3 of County's intent to so terminate at least thirty (30) days in advance of the proposed effective date of such termination. If any Leasehold Mortgagee, within such thirty (30) day period, (i) notifies County of such Leasehold Mortgagee's desire to cure such Event of Default, and (ii) pays or cause to be paid the amount that is necessary to cure any monetary Events of Default as stated in such notice, then Section 17.6 shall apply.

17.6 **Leasehold Mortgagee Foreclosure Period**. If any Leasehold Mortgagee gives to County the notice and makes the payment described in the last sentence of Section 17.5 above, then the following provisions shall apply:

17.6.1. If County's notice under Section 17.5 specified as the basis for County's election to terminate only monetary Events of Default, and Leasehold Mortgagee has fully paid the monetary amount designed by County in its notice, then such payment shall be deemed to have cured the Event of Default. If any remaining Event of Default specified in County's notice is continuing notwithstanding any such payment, then the date of termination specified in County's notice shall be extended for a period of twelve (12) months, provided that such Leasehold Mortgagee shall, during such twelve (12) month period:

(a) pay or cause to be paid all Rent under this Lease as the same becomes due; and

(b) continue (subject to any stay as described in Section 17.6.2 below) its good faith efforts to perform (and complete performance of) all of Tenant's nonmonetary obligations under this Lease, excepting nonmonetary obligations (whether or not a default exists with respect thereto) that are not reasonably susceptible of being cured by Leasehold Mortgagee; and

(c) commence and pursue with reasonable diligence until completion (subject to any stay as described in Section 17.6.2 below) a judicial or nonjudicial foreclosure or other enforcement of remedies under its Leasehold Mortgage.

17.6.2. The twelve (12) month period described in Section 17.6.1 above shall automatically be extended by the length of any delay caused by any stay (including any automatic stay arising from any bankruptcy or insolvency proceeding involving Tenant), injunction or other order arising under applicable Laws or issued by any court (which term as used herein includes any other governmental or quasi-governmental authority having such power) (the foregoing being collectively referred to as a "**stay**"). Further, Leasehold Mortgagee's obligations stated in Section 17.6.1(b) and (c) shall be automatically suspended during any period that any stay prevents Leasehold Mortgagee from taking any such actions. Nothing herein, however, shall be construed to extend this Lease beyond the Term hereof nor to require a Leasehold Mortgagee to continue such foreclosure proceedings after the Event of Default has been cured. If the Event of Default has been cured and the Leasehold Mortgagee shall discontinue such foreclosure proceedings, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease.

17.6.3. So long as any Leasehold Mortgagee is complying with Sections 17.6.1 and 17.6.2 above, then upon the acquisition of Tenant's Leasehold Estate by a Leasehold Foreclosure Transferee, this Lease shall continue in full force and effect as if Tenant had not defaulted under this Lease.

17.6.4. Tenant's encumbrance of its Leasehold Estate with a Leasehold Mortgage shall not constitute an assignment or other Transfer under Article X or otherwise, nor shall any Leasehold Mortgagee, as such, be deemed to be an assignee or transferee of this Lease or of the Leasehold Estate so as to require such Leasehold Mortgagee, as such, to assume the performance of any of the terms, covenants or conditions on the part of the Tenant to be performed hereunder; provided, however, that any Leasehold Foreclosure Transferee shall be deemed to be an assignee or transferee and shall be deemed to have agreed to perform all of the terms, covenants and conditions on the part of the Tenant to be performed hereunder from and after the effective date on which such Leasehold Foreclosure Transferee acquires title to the Leasehold Estate, but only for so long as such purchaser or assignee is the owner of the leasehold estate.

17.6.5. Any Leasehold Mortgagee (or its designee) that becomes a Leasehold Foreclosure Transferee, upon acquiring title to Tenant's Leasehold Estate, without causing a default under this Lease and without obtaining County's consent, shall have a one-time right to assign the Leasehold Estate to an assignee having a net worth equal to or greater than two (2) times the value of the leasehold estate created by this Lease and senior management that individually have more than ten (10) years of experience managing, maintaining and operating developments like that on the Premises. Upon such assignment, the Leasehold Foreclosure Transferee shall automatically be released of all obligations thereafter accruing under this Lease, provided that, substantially concurrently with such assignment, the assignee delivers to County a written agreement assuming Tenant's obligations under the Lease thereafter accruing. Any subsequent Transfers occurring after the one-time assignment permitted under this Section shall be subject to Article X.

17.7 **Leasehold Mortgagee's Right to New Lease**.

17.7.1. Notwithstanding anything in this Lease to the contrary, if this Lease is terminated for any reason (including by reason of any Event of Default or rejection or disaffirmance of this Lease pursuant to bankruptcy law or any other law affecting creditor's rights) without the prior written consent of all Leasehold Mortgagees, other than by reason of a Total Taking, County shall give prompt notice thereof to any Leasehold Mortgagee of whom County has received notice pursuant to Section 17.3 above. Such

Leasehold Mortgagee (subject to Section 17.8 below if more than one Leasehold Mortgagee then exists) shall then have the right, exercisable by written notice to County at any time within thirty (30) days following receipt of such notice, to require County to enter into a new lease of the Premises with such Leasehold Mortgagee, or its designee, which new lease ("**New Lease**") shall commence as of the date of such termination of this Lease and shall continue for the remainder of the scheduled term of this Lease, at the same Rent that is payable under this Lease, and on the same terms, covenants, conditions and agreements that are contained in this Lease (including any extension options, purchase options and rights of first refusal, if any, provided for in this Lease), and subject to the rights of any residents under resident agreements or other subtenants then in valid occupancy of the Premises and Improvements and further subject to any then existing senior Leasehold Mortgagees, provided that, substantially concurrently with the delivery of such notice requiring County to enter into a New Lease, Leasehold Mortgage shall pay to County all Rent or any other amounts payable by Tenant hereunder which is then due and shall commence and proceed with diligence to cure all nonmonetary defaults under this Lease, other than those nonmonetary defaults which are personal to the foreclosed tenant and impossible for the Leasehold Mortgagee to remedy.

17.7.2. If such Leasehold Mortgagee elects to enter into a New Lease pursuant to Section 17.7.1 above, then County and the Leasehold Mortgagee (or its designee) shall promptly prepare and enter into a written New Lease, but until such written New Lease is mutually executed and delivered, this Lease shall be deemed to constitute the New Lease, as modified by this Section 17.7, and Leasehold Mortgagee (or its designee) shall, from and after the giving of notice pursuant to Section 17.7.1, (i) be entitled to possession of the Premises and to exercise all rights of Tenant hereunder, (ii) pay to County all Rent accruing under the New Lease as it becomes owing, and (iii) perform or cause to be performed all of the other covenants and agreements under the New Lease on Tenant's part to be performed. Further, at such time as the written New Lease is mutually executed and delivered, Leasehold Mortgagee (or its designee) shall pay to County its reasonable expenses, including reasonable attorneys' fees, incurred in connection with the termination of this Lease and with the preparation, execution and delivery of such written New Lease.

17.7.3. In the event that County receives any net income (*i.e.*, gross income less gross expenses on a cash basis), if any, from the Premises and Improvements during any period that County may control the same, then the tenant under the New Lease shall be entitled to an offset against the next Rent then owing under the New Lease in the amount of such net income received by County except to the extent that it was applied to cure any default of Tenant.

17.7.4. All rights and claims of Tenant under this Lease shall be subject and subordinate to all right and claims of the tenant under the New Lease.

17.8 **Multiple Leasehold Mortgages**. If more than one Leasehold Mortgagee shall make a written request upon County for a New Lease in accordance with the provisions of Section 17.7, then such New Lease shall be entered into pursuant to the request of the Leasehold Mortgagee holding the Leasehold Mortgage that is junior in priority to all other requesting Leasehold Mortgagees, provided that: (a) any junior Leasehold Mortgagee whose Leasehold Mortgage was made in violation of any restrictions on junior encumbrances included in any bona fide senior Leasehold Mortgagee made in good faith and for value shall be disregarded for purposes of Sections 17.7 and 17.8 and shall have no rights under this Lease; (b) all Leasehold Mortgagees that are senior in priority shall have been paid all amounts then due and owing under such Leasehold Mortgagees, plus all expenses, including attorneys' fees, incurred by such senior Leasehold

Mortgagees in connection with any default by Tenant under this Lease and in connection with the New Lease; (c) the new Tenant will assume, in writing, all of the obligations of the mortgagor(s) under all senior Leasehold Mortgages, subject to any nonrecourse or other exculpatory provisions (if any) therein contained; (d) the New Lease shall contain all of the same provisions and rights in favor of and for the benefit of Leasehold Mortgagees thereof as are contained in this Lease; and (e) all senior Leasehold Mortgagees (at no expense to such senior Leasehold Mortgagees or County) shall have received endorsements or other assurances satisfactory to such senior Leasehold Mortgagees from their respective title insurers insuring that their respective senior Leasehold Mortgages (and any assignment of rents and other security instruments executed in connection therewith) will continue as a Leasehold Mortgage with respect to such New Lease in the same manner and order of priority of lien as existed with respect to this Lease; and thereupon the leasehold estate of the new tenant under the New Lease shall be subject to the lien of each of the senior Leasehold Mortgages in the same manner and order of priority of lien as existed with respect to this Lease.

In the event that not all of the foregoing provisions shall have been satisfied by or with respect to any such junior Leasehold Mortgagee, the Leasehold Mortgagee next senior in priority to such junior Leasehold Mortgagee shall have paramount rights to the benefits set forth in Section 17.7 above, subject nevertheless to the provisions hereof respecting the senior Leasehold Mortgagees, if any. In the event of any dispute as to the respective senior and junior priorities of any such Leasehold Mortgages, the certification of a national title company licensed in the State of California shall be conclusively binding on all parties concerned. Should there be a dispute among Leasehold Mortgagees as to compliance with the foregoing provisions, County may rely on the affidavit of the most senior Leasehold Mortgagee as to compliance by any junior Leasehold Mortgagee. County's obligation to enter into a New Lease with any junior Leasehold Mortgagee shall be subject to the receipt by County of evidence reasonably satisfactory to it that the conditions set forth in clauses (a), (b) and (c) in the paragraph immediately above in this Section have been satisfied with respect to each senior Leasehold Mortgagee.

The right of a senior Leasehold Mortgagee under Section 17.7 above to request a New Lease may, notwithstanding any limitation of time set forth above in this Section 17.7, be exercised by the senior leasehold Mortgagee within twenty (20) days following the failure of a junior Leasehold Mortgagee to have exercised such right, but not more than sixty (60) days after the giving of notice by County of termination of this Lease as set forth in Section 17.7 above.

If a junior Leasehold Mortgagee shall fail or refuse to exercise the rights set forth in this Section 17.8, any senior Leasehold Mortgagee, in the inverse order of the seniority of their respective liens, shall have the right to exercise such rights subject to the provisions of this Lease.

Notwithstanding anything herein to the contrary, County shall have no duty or obligation to resolve any disputes or conflicting demands between Leasehold Mortgagees. In the event of any conflicting demands made upon County by multiple Leasehold Mortgagees, County may (subject to any applicable court orders to the contrary) rely on the direction of the Leasehold Mortgagee whose Leasehold Mortgage is recorded first in time in the Official Records of the County, as determined by any national title company.

17.9 **Condemnation and Insurance Proceeds**. Any condemnation proceeds or insurance proceeds to which Tenant is entitled pursuant to this Lease shall be subject to and paid in accordance with the requirement of any Leasehold Mortgage, subject, however, to any requirement in this Lease that such proceeds must be used to repair and restore the Improvements to the Premises which were damaged or

destroyed by such condemnation or casualty (including, without limitation, as required in Section 7.1(b) following a casualty and in Section 9.4.3 following a condemnation). The handling and disbursement of any such proceeds used to repair or restore the Improvements to the Premises shall be subject to the requirements of any Leasehold Mortgage, so long as such proceeds are used towards repair or reconstruction of the Improvements to the Premises to the extent required by this Lease.

17.10 **Mortgagee Clauses**. A standard mortgagee clause naming each Leasehold Mortgagee may be added to any and all insurance policies required to be carried by Tenant hereunder, provided that any such Leasehold Mortgagee shall hold and apply such insurance proceeds subject to the provisions of this Lease.

17.11 **No Waiver**. No payment made to County by a Leasehold Mortgagee shall constitute agreement that such payment was, in fact, due under the terms of this Lease; and a Leasehold Mortgagee having made any payment to County pursuant to County's wrongful, improper or mistaken notice or demand shall be entitled to the return of any such payment or portion thereof.

17.12 **Fees and Costs**. Tenant agrees to reimburse County for its reasonable attorneys fees and costs incurred in connection with County's review and/or approval of any documentation which may be required in connection with any Leasehold Mortgage by Tenant as provided herein.

## ARTICLE XVIII
## BEST MANAGEMENT PRACTICES

18.1 TENANT and all of TENANT's, subtenant, agents, employees and contractors shall conduct operations under this Lease so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("**Stormwater Drainage System**"), and to ensure that pollutants do not directly impact "**Receiving Waters**" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).

18.2 The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System ("**NPDES**") permits ("**Stormwater Permits**") to the County of Orange, and to the Orange County Flood Control District and cities within Orange County, as co-permittees (hereinafter collectively referred to as "**County Parties**") which regulate the discharge of urban runoff from areas within the County of Orange, including the Premises leased under this Lease. The County Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.

18.3 To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan ("**DAMP**") which includes a Local Implementation Plan ("**LIP**") for each jurisdiction that contains Best Management Practices ("**BMPs**") that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as

"**BMP Fact Sheets**") and contain pollution prevention and source control techniques to eliminate non-stormwater discharges and minimize the impact of pollutants on stormwater runoff.

18.4 BMP Fact Sheets that apply to uses authorized under this Lease include the BMP Fact Sheets that are attached hereto as **Exhibit D.** These BMP Fact Sheets may be modified during the term of the Lease; and the Chief Real Estate Officer shall provide Tenant with any such modified BMP Fact Sheets. Tenant, its agents, contractors, representatives and employees and all persons authorized by Tenant to conduct activities on the Premises shall, throughout the term of this Lease, comply with the BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this Lease commences or as the Stormwater Permits may be modified. Tenant agrees to maintain current copies of the BMP Fact Sheets on the Premises throughout the term of this Lease. The BMPs applicable to uses authorized under this Lease must be performed as described within all applicable BMP Fact Sheets.

18.5 Tenant may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to the Chief Real Estate Officer for review and approval prior to implementation.

18.6 Chief Real Estate Officer may enter the Premises and/or review Tenant's records at any reasonably time during normal business hours to assure that activities conducted on the Premises comply with the requirements of this section. Tenant may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this section.

## ARTICLE XIX
## GENERAL CONDITIONS & MISCELLANEOUS PROVISIONS

19.1 **Signs.** Tenant agrees not to construct, maintain, or allow any signs, banners, flags, etc., upon the Premises except as approved in writing in advance by Chief Real Estate Officer, which approval may be withheld in the sole and absolute discretion of the Chief Real Estate Officer. Tenant further agrees not to construct, maintain, or allow billboards or outdoor advertising signs upon the Premises. Unapproved signs, banners, flags, etc., may be removed by Chief Real Estate Officer without prior notice to Tenant.

19.2 **Nondiscrimination.** Tenant agrees not to discriminate against any person or class of persons by reason of sex, age, race, color, creed, physical handicap, or national origin in employment practices and in the activities conducted pursuant to this Lease.

19.3 **Taxes and Assessments**. Pursuant to California Revenue and Taxation Code Section 107.6, Tenant is specifically informed that this Lease may create a possessory interest which is subject to the payment of taxes levied on such interest. It is understood and agreed that all taxes and assessments (including but not limited to said possessory interest tax) which become due and payable upon the Premises or upon fixtures, equipment, or other property installed or constructed thereon, shall be the full responsibility of Tenant, and Tenant shall cause said taxes and assessments to be paid promptly.

19.4 **Quitclaim of Interest upon Termination**. Upon execution of this Lease, Tenant shall execute, acknowledge, and deliver to County, within thirty (30) days a good and sufficient deed, in a form as approved by the Chief Real Estate Officer, whereby all right, title, and interest of Tenant in the Premises is quitclaimed to County ("**Quitclaim Deed**"). The Quitclaim Deed shall be retained by the Chief Real

Estate Officer for the Term and shall be recorded in the event of the termination of this Lease for any reason to remove any cloud on title created by this Lease.

19.5 **Public Records**. Tenant acknowledges that any written information submitted to and/or obtained by County from Tenant or any other person or entity having to do with or related to this Lease and/or the Premises, either pursuant to this Lease or otherwise is a public record open to inspection by the public pursuant to the California Records Act (Government Code §6250, *et seq*.) as now in force or hereafter amended, or any Law in substitution thereof, or otherwise made available to the public, unless such information is exempt from disclosure pursuant to the applicable sections of the California Records Act. In the event that a public records act request is made for any financial statements and records (not including Gross Receipts Statements) and the County determines that the records must be turned over, the County will give Tenant fifteen (15) days written notice prior to turning over such records so that Tenant can take any necessary action.

19.6 **Child Support Enforcement**.

19.6.1. At all times during the term of this Lease, Tenant shall comply with all County, State and Federal reporting requirements for child support enforcement and comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment.

19.6.2. In order for Tenant to comply with County of Orange requirements, Tenant shall deliver to Chief Real Estate Officer the required data and certifications, as shown in **Exhibit E** attached hereto concurrent with the execution of this Lease by County.

19.6.3. Failure of Tenant to comply with all County, State, and Federal reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this Lease. Failure to cure such breach within thirty (30) days of Tenant's receipt of written notice from County of such breach by Tenant shall constitute grounds for termination of this Lease.

19.7 **Attorney's Fees**. In any action or proceeding brought to enforce or interpret any provision of this Lease, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorneys' fees and costs.

19.8 **Payment Card Compliance**. Should Tenant conduct credit/debit card transactions in conjunction with Tenant's business with the County, on behalf of the County, or as part of the business that Tenant conducts on the Premises, Tenant covenants and warrants that it will during the course of such activities be Payment Card Industry Data Security Standard ("**PCI/DSS**") and Payment Application Data Security Standard ("**PA/DSS**") compliant and will remain compliant during the entire duration of its conduct of such activities. Tenant agrees to immediately notify County in the event Tenant should ever become non-compliant at a time when compliance is required hereunder, and will take all necessary steps to return to compliance and shall be compliant within ten (10) days of the commencement of any such interruption. Upon demand by County, Tenant shall provide to County written certification of Tenant's PCI/DSS and/or PA/DSS compliance.

19.9 **Right to Work and Minimum Wage Laws**.

19.9.1. In accordance with the United States Immigration Reform and Control Act of 1986, Tenant shall require its employees that directly or indirectly service the Premises, pursuant to the terms and conditions of this Lease, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. Tenant shall also require and verify that its contractors or any other persons servicing the Premises, pursuant to the terms and conditions of this Lease, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

19.9.2. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, Tenant shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the Premises, in any manner whatsoever. Tenant shall require and verify that all its contractors or other persons servicing the Premises on behalf of the Tenant also pay their employees no less than the greater of the Federal or California Minimum Wage.

19.9.3. Tenant shall comply and verify that its contractors comply with all other Federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of the Premises or terms and conditions of this Lease.

19.10 **Declaration of Knowledge by Tenant**. Tenant warrants that Tenant has carefully examined this Lease and by investigation of the site and of all matters relating to the Lease arrangements has fully informed itself as to all existing conditions and limitations affecting the construction of the Lease improvements and business practices required in the operation and management of the uses contemplated hereunder.

19.11 **Governing Law**. This Lease shall be governed by and construed in accordance with the laws of the State of California.

19.12 **Venue.** The Parties hereto agree that this Lease has been negotiated and executed in the State of California and shall be governed by and construed under the laws of California. In the event of any legal action to enforce or interpret this Lease, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties hereto specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

19.13 **Headings and Titles**. The captions of the Articles or Sections of this Lease are only to assist the parties in reading this Lease and shall have no effect upon the construction or interpretation of any part hereof.

19.14 **Interpretation**. Whenever required by the context of this Lease, the singular shall include the plural and the plural shall include the singular. The masculine, feminine and neuter genders shall each include the other. In any provision relating to the conduct, acts or omissions of Tenant, the term "**Tenant**" shall include Tenant's agents, employees, contractors, invitees, successors or others using the Premises with Tenant's expressed or implied permission. In any provision relating to the conduct, acts or omissions of County, the term "**County**" shall include County's agents, employees, contractors, invitees, successors or others using the Premises with County's expressed or implied permission.

19.15 **Ambiguities**. Each party hereto has reviewed this Lease with legal counsel, and has revised (or requested revisions of) this Lease based on the advice of counsel, and therefore any rules of construction requiring that ambiguities are to be resolved against a particular party shall not be applicable in the construction and interpretation of this Lease or any exhibits hereto.

19.16 **Successors and Assigns**. Except as otherwise specifically provided in this Lease, all of the covenants, conditions and provisions of this Lease shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.

19.17 **Time is of the Essence**. Time is of the essence with respect to the performance of every provision of this Lease in which time of performance is a factor.

19.18 **Severability**. If any term or provision of this Lease is held invalid or unenforceable to any extent under any applicable law by a court of competent jurisdiction, the remainder of this Lease shall not be affected thereby, and each remaining term and provision of this Lease shall be valid and enforceable to the fullest extent permitted by law.

19.19 **Integration**. This Lease, along with any exhibits, attachments or other documents affixed hereto or referred to herein, constitutes the entire agreement between County and Tenant relative to the leasing of the Premises. This Lease and such exhibits, attachments and other documents may be amended or revoked only by an instrument in writing signed by both County and Tenant. County and Tenant hereby agree that no prior agreement, understanding or representation pertaining to any matter covered or mentioned in this Lease shall be effective for any purpose.

19.20 **Notices**. All notices pursuant to this Lease shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be sent through the United States mail in the State of California, duly registered or certified, return receipt requested, with postage prepaid. If any notice is sent by registered or certified mail, as aforesaid, the same shall be deemed to have been served or delivered twenty-four (24) hours after mailing thereof as above provided. Notwithstanding the above, County may also provide notices to Tenant by personal delivery or by regular mail and any such notice so given shall be deemed to have been given upon receipt.:

If to County:

Attn:
Facsimile:

If to Tenant:

Attn:
Facsimile:

19.21 **Amendments**. This Lease is the sole and only agreement between the Parties regarding the subject matter hereof; other agreements, either oral or written, are void. Any changes to this Lease shall be in writing and shall be properly executed by both Parties.

19.22 **Dispositions of Abandon Property**. If Tenant abandons or quits the Premises or is dispossessed thereof by process of law or otherwise, title to any personal property belonging to and left on the Premises fifteen (15) days after such event shall, at County's option, be deemed to have been transferred to County. County shall have the right to remove and to dispose of such property at Tenant's cost, including the cost of labor, materials, equipment and an administrative fee equal to fifteen percent (15%) of the sum of such costs without liability therefor to Tenant or to any person claiming under Tenant, and shall have no need to account therefor. Such costs shall be deducted from any security deposit of Tenant, or at Chief Real Estate Officer's option, Chief Real Estate Officer may provide Tenant with an invoice for such costs, which invoice Tenant agrees to pay within fifteen (15) days of receipt.

19.23 **Brokers**. If Tenant has engaged a broker in this transaction pursuant to a separate agreement, Tenant shall be solely responsible for the payment of any broker commission or similar fee payable pursuant to such separate agreement. Tenant each hereby agree to indemnify and hold the County harmless from and against all costs, expenses or liabilities (including attorney fees and court costs, whether or not taxable and whether or not any action is prosecuted to judgment) incurred by the County in connection with any claim or demand by a person or entity for any broker's, finder's or other commission or fee from the County in connection with the Tenant's entry into this Lease and the transactions contemplated hereby based upon any alleged statement or representation or agreement of the Tenant. No broker, finder or other agent of any party hereto shall be a third-party beneficiary of this Lease.

19.24 **No Partnership**. This Lease shall not be construed to constitute any form of partnership or joint venture between County and Tenant. County and Tenant mutually acknowledge that no business or financial relationship exists between them other than as County and tenant, and that County is not responsible in any way for the debts of Tenant or any other party.

19.25 **Authorization**. County and Tenant (each, a "**signing party**") each represents and warrants to the other that the person or persons signing this Lease on behalf of the signing party has full authority to do so and that this Lease binds the signing party. Concurrently with the execution of this Lease, each signing party shall deliver to the other a certified copy of a resolution of the signing party's board of directors or other governing board authorizing the execution of this Lease by the signing party.

19.26 **Recording**. This Lease itself shall not be recorded, but in the event that the Tenant encumbers the leasehold as set forth in Article XVII, a memorandum hereof may be recorded in the form of **Exhibit F** attached hereto (the "**Memorandum**"). The Memorandum may be executed concurrently with this Lease and thereafter recorded in the Official Records of the County Recorder only after the Commencement Date of this Lease has occurred. Tenant shall be responsible for the payment of all charges imposed in connection with the recordation of the Memorandum, including, without limitation, any documentary transfer tax imposed in connection with this transaction and all recording fees and charges.

19.27 **Exhibits**. This Lease contains the following exhibits, schedules and addenda, each of which is attached to this Lease and incorporated herein in its entirety by this reference:

| | |
|---|---|
| Exhibit A: | Legal Description of the Premises |
| Exhibit A-1: | Rendering of the Premises |
| Exhibit B: | Initial Improvements/Tenant Building |
| Exhibit C: | Lease-Back Agreement |
| Exhibit D: | Best Management Practices Fact Sheets |
| Exhibit E: | Child Support Enforcement Certification Requirements |
| Exhibit F: | Form of Memorandum of Lease |

19.28 **Consent/Duty to Act Reasonably**. Except as otherwise expressly provided herein, whenever this Lease grants County or Tenant the right to take any action, grant any approval or consent, or exercise any discretion, County and Tenant shall act reasonably and in good faith and take no action which might result in the frustration of the other party's reasonable expectations concerning the benefits to be enjoyed under this Lease.

19.29 **Counterparts**. For the convenience of the parties to this Lease, this Lease may be executed in several original counterparts, each of which shall together constitute but one and the same agreement. Original executed pages may be assembled together into one fully executed document.

[Signatures On Following Pages]

IN WITNESS WHEREOF, the Parties have executed this Lease the day and year first above written.

APPROVED AS TO FORM:
COUNTY COUNSEL

By: _____
Deputy

Date _____

TENANT

a California limited liability company

By:

By: _____
Name:
Title:

By: _____
Name:
Title:

COUNTY

COUNTY OF ORANGE,
a political subdivision of the State of California

_____
Scott Mayer, Chief Real Estate Officer
Orange County, California

**EXHIBIT A**

LEGAL DESCRIPTION OF THE PROPERTY

[to be attached]

# EXHIBIT A-1

RENDERING OF THE PROPERTY

# EXHIBIT B

INITIAL IMPROVEMENTS

[see attached]

**EXHIBIT C**

LEASE-BACK AGREEMENT

[see attached]

Name of Agency/Department
Project Number
Project Name

LEASE AGREEMENT

THIS IS A LEASE (hereinafter referred to as "**Lease**") made_____, 20___, by and between _____ (hereinafter referred to as "**LESSOR**") and the COUNTY OF ORANGE, , a political subdivision of the State of California (hereinafter referred to as "**COUNTY**") (each a "**Party**" and collectively, the "**Parties**"). The term "COUNTY" shall mean the Board of Supervisors of the political body that executed this agreement or its authorized representative.

1. DEFINITIONS (1.2 S)

"**Auditor Controller**" means the Auditor Controller, County of Orange, or designee, or upon written notice to LESSOR, such other person or entity as shall be designated by the Board of Supervisors.

"**Board of Supervisors**" means the Board of Supervisors of the County of Orange, a political subdivision of the State of California or its authorized representative.

"**Chief Real Estate Officer**" means the Chief Real Estate Officer, County Executive Office, County of Orange, or designee, or upon written notice to Tenant, such other person as may be designated by the Board of Supervisors.

"**County Counsel**" means the County Counsel, County of Orange, or designee, or upon written notice to LESSOR, such other person or entity as shall be designated by the County Executive Officer or the Board of Supervisors.

2. PREMISES (1.2 S)

LESSOR leases to COUNTY that certain property hereinafter referred to as "**Premises**," described in Exhibit A and shown on Exhibit B, which exhibits are attached hereto and by reference made a part hereof, together with non-exclusive, in common use of LESSOR's elevators, stairways, washrooms, hallways, driveways for vehicle ingress and egress, pedestrian walkways, other facilities and common areas appurtenant to COUNTY's Premises created by this Lease.

3. PARKING (1.3 S)

LESSOR, throughout the term of this Lease, shall provide _____ parking spaces for COUNTY's free and exclusive use, said parking spaces to be located in the parking area shown on Exhibit B.

In addition to said parking spaces, LESSOR shall also provide parking for disabled persons in accordance with the Americans with Disabilities Act, Section 7102 of the California Uniform Building Code and the applicable codes and/or ordinances relating to parking for disabled persons as established by the local

jurisdiction in which the Premises is located where the provisions of such local codes and/or ordinances exceed or supersede the State requirements.

4. TERMINATION OF PRIOR AGREEMENTS (1.4 S)

It is mutually agreed that this Lease shall terminate and supersede any prior agreement between the Parties hereto covering all or any portion of the Premises, except for those terms relating to continuing obligations for events during the terms of that prior agreement between the Parties hereto, including but not limited to indemnification, EXCEPT that all personal property and/or equipment (*e.g.*, fixtures, partitions, counters, shelving) attached to and/or placed upon any portion of the Premises by COUNTY pursuant to the terms of any prior agreement between the Parties hereto shall remain the personal property of COUNTY, who shall have the right to remove same.

5. TERM (2.2 S)

The term of this Lease shall be _____ ( ____ ) years, commencing the first day of the first full calendar month following the date of execution by COUNTY, or commencing the first day of the first full calendar month following the completion by LESSOR of the work set out in clause entitled CONSTRUCTION, of this Lease, whichever date is later ("**Commencement Date**").

Parties agree that the Commencement Date of this Lease will be confirmed in writing by either Party upon demand by the other.

6. OPTION TO EXTEND TERM (2.3 S)

COUNTY shall have the option to extend the term of this Lease for _____period(s) on the same terms and conditions. Notification of said exercise of option shall be done in writing at least sixty (60) days prior to the Lease termination date.

7. OPTION TO TERMINATE LEASE (2.4A S)

COUNTY shall have the option to terminate this Lease at any time after the first (1st) year of the Lease term upon giving LESSOR written notice at least sixty (60) days prior to said termination date.

Should COUNTY exercise said option, LESSOR may, within thirty (30) days after the Lease termination date, make a claim for reimbursement of the unamortized cost of COUNTY-required improvements. The amount of said reimbursement shall be determined as follows:

> Reimbursement Amount = $ _____ x (_____ months less the number of months of Lease term elapsed)

If no claim is received by COUNTY within said thirty (30)-day period, LESSOR's right to reimbursement shall be deemed waived. COUNTY shall have sixty (60) days after receipt of the claim by LESSOR to pay said claim.

8. RENT (3.1 S)

COUNTY agrees to pay to LESSOR as rent for the Premises the sum of _____Dollars ($ ___ ) per month.

To obtain rent payments LESSOR (or LESSOR's designee) shall submit to COUNTY's_____ _____, in a form acceptable to said _____, a written claim for said rent payments.

Payment shall be due and payable within twenty (20) days after the later of the following:

A. The first day of the month following the month earned; or

B. Receipt of LESSOR's written claim by COUNTY's_____.

Should COUNTY occupy the Premises before the first day of the Lease term, LESSOR shall be entitled to pro rata rent for the period of occupancy and the amount of space occupied prior to the beginning of the Lease term based upon the monthly installment above. Said rent shall be included in the rent claim submitted by LESSOR for the first full month of the Lease term and shall be paid by COUNTY at the time of payment for said month.

9. RENT ADJUSTMENT (3.3 S)

The monthly rental payable by COUNTY for the Premises shall be automatically adjusted as follows:

| Months | Monthly Rental** |
|---|---|
| 13-24 | |
| 25-36 | |
| 37-48 | |
| 49-60 | |

10. CONSTRUCTION (4.1 S)

LESSOR hereby agrees to complete, at LESSOR's expense, within _____ calendar days after the date first written above, alterations, repairs, and other work (the "Work") in accordance with plans dated _____ and the Specifications dated _____ attached hereto and made a part hereof as Exhibit C.

Should LESSOR fail to complete the Work within _____calendar days after execution of the Lease by COUNTY, COUNTY shall reduce subsequent rent due LESSOR by $_____ for each

day the completion date of the Work exceeds the above-mentioned _____-day period. Said amount shall be considered as liquidated damages to compensate COUNTY for costs incurred as a result of such LESSOR-caused delay. In addition to the amount stated above, COUNTY may, at COUNTY's sole option, upon giving written notice to LESSOR prior to the completion of the Work, terminate the Lease. In the event of such termination, this Lease shall terminate on the date specified in such notice and neither Party shall have any further right or obligation to the other with respect to this Lease or the Premises.

All planning and architectural/design costs required to accomplish the Work shall be LESSOR's responsibility. All plans and working drawings for the Work shall have the approval of COUNTY's OC Public Works/Architecture and Engineering. Approval by COUNTY of said plans and work drawings shall not relieve LESSOR of the responsibility for complying with all applicable codes and construction requirements, nor of obtaining necessary permits or approvals from the authorities of proper jurisdiction.

Subsequent to the completion of the Work, and prior to occupancy by COUNTY, LESSOR shall obtain OC Public Works/Architecture and Engineering's approval and acceptance of the Work. Said approval shall be manifested by letter from Chief Real Estate Officer and may be subject to completion of items on a "punch list". Said punch list will be generated by COUNTY. COUNTY shall have the option not to accept the Premises prior to completion of all items on any such punch list.

In the event COUNTY's approval and acceptance of the Premises is given prior to the completion of a punch list, LESSOR shall have twenty-one (21) working days following receipt of said punch list to complete all remaining work contained therein. Should the items on the punch list not be completed within twenty-one (21) working days, COUNTY shall have the option to complete the Work and deduct the cost thereof, including labor, materials, and overhead from any rent payable.

11. ALTERATIONS (4.4 N)

COUNTY may make improvements and changes in the Premises, including but not limited to the installation of fixtures, partitions, counters, shelving, and equipment as deemed necessary or appropriate by the COUNTY in its discretion. It is agreed that any such fixtures, partitions, counters, shelving, or equipment attached to or placed upon the Premises by COUNTY shall be considered as personal property of COUNTY, who shall have the right to remove same.

12. ORANGE COUNTY TELECOMMUNICATIONS NETWORK (OCTNET) (4.5 S)

LESSOR agrees that COUNTY may install, at COUNTY's sole cost and expense, telecommunication devices in, on, or around the Premises and LESSOR's building in accordance with COUNTY's OCTNET plans and specifications provided that the provisions of the clause entitled (ALTERATIONS) shall be applicable to such work. It shall be COUNTY's responsibility to obtain all governmental permits and/or approvals required for such installation; however, LESSOR shall reasonably cooperate with COUNTY as necessary or appropriate, to obtain said permits and/or approvals.

13. REPAIR, MAINTENANCE, AND JANITORIAL SERVICES (5.1 N)

Except as otherwise set forth herein, COUNTY shall provide at its own cost and expense repair, maintenance, (including fire extinguishers), and janitorial supplies and services to Premises.

14. UTILITIES (5.2 S)

LESSOR shall be responsible for and pay, prior to the delinquency date, all charges for utilities supplied to the Premises except telephone, which shall be the obligation of COUNTY. Should LESSOR fail to provide, or pay for (prior to delinquency date), utility service to the Premises, COUNTY may provide such service and deduct the cost thereof, including overhead, from any rent payable.

15. INSURANCE (5.3 S)

Property/Fire Insurance: LESSOR shall obtain and keep in force during the term of this Lease a policy or policies of property and fire insurance with extended coverage, covering the loss or damage to the Premises to the full insurable value of the improvements located on the Premises (including the full value of all improvements and fixtures owned by LESSOR) at least in the amount of the full replacement cost thereof, and in no event less than the total amount required by any lender holding a security interest, against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils ("all risk" as such term is used in the insurance industry, including earthquake and flood) and shall name the COUNTY as an additional insured.

Included in the policy or policies of property and fire insurance shall be a standard waiver of right of subrogation against COUNTY by the insurance company issuing said policy or policies. LESSOR shall provide COUNTY with evidence of compliance with these requirements.

LESSOR's insurance (a) shall be in a form satisfactory to COUNTY and carried with a company (or companies) acceptable to COUNTY and licensed to do business in the state of California, (b) shall provide that such policies shall not be subject to material alteration or cancellation without at least thirty (30) days prior written notice to COUNTY, and (c) shall be primary, and any insurance carried by COUNTY shall be non-contributing. LESSOR's policy or policies, or duly executed certificates for them, shall be deposited with COUNTY prior to the Commencement Date of this Lease, and prior to renewal of such policies. If LESSOR fails to procure and maintain the insurance required to be procured by LESSOR under this Lease, COUNTY may, but shall not be required to, order such insurance and deduct the cost thereof plus any COUNTY administrative charges from the rent thereafter payable.

Liability Insurance: LESSOR shall obtain and keep in force during the term of this Lease a policy or policies of commercial general liability insurance covering all injuries occurring within the building and the Premises. The policy or policies evidencing such insurance shall name COUNTY as an additional insured, shall provide that same may not be cancelled or amended without thirty (30) days prior written notice to COUNTY, and shall provide for a combined coverage of bodily injury and property damage in the amount of not less than One Million Dollars ($1,000,000). Such policy or policies shall be issued by an insurance company licensed to do business in the State of California and in a form acceptable to COUNTY. Prior to the Commencement Date of this Lease and upon renewal of such policies, LESSOR shall submit to COUNTY suitable evidence that the foregoing policy or policies are in effect.

16. LIABILITY (5.4 S)

LESSOR and COUNTY each agree to assume sole responsibility to defend against any and all claims for injuries to persons or damage to property which may arise, in whole or in part, from the imposition of legal liability for the acts, omissions and conduct of the LESSOR on the one hand or COUNTY on the other, and specifically agree that neither LESSOR nor COUNTY shall be obligated to defend or indemnify the other for claims which create potential legal liability arising out of the acts, omissions or conduct of the other Party to this Lease.

17. TAXES AND ASSESSMENTS (5.6 S)

All taxes and assessments which become due and payable upon the Premises shall be the full responsibility of LESSOR, and LESSOR shall cause said taxes and assessments to be paid prior to the due date. Should LESSOR fail to pay taxes and assessments due upon the Premises prior to the due date, COUNTY may pay such amount due and deduct the cost thereof, including overhead, from the rent thereafter payable.

18. BUILDING AND SAFETY REQUIREMENTS (5.7 N)

During the full term of this Lease, LESSOR, at LESSOR's sole cost, agrees to maintain the Premises in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders as they are applicable on the date of this Lease, and as they may be subsequently amended.

Included in this provision is compliance with the Americans with Disabilities Act ("**ADA**") and all other federal, state, and local codes, statutes, and orders relating to disabled access as they are applicable on the dates of this Lease, and as they may be subsequently amended.

LESSOR further agrees to maintain the Premises as a "safe place of employment," as defined in the California Occupational Safety and Health Act (California Labor Code, Division 5, Part 1, Chapter 3, beginning with Section 6400) and the Federal Occupational Safety and Health Act, where the provisions of such Act exceed, or supersede, the California Act, as the provisions of such Act are applicable on the date of this Lease, and as they may be subsequently amended.
In the event LESSOR neglects, fails, or refuses to maintain said Premises as aforesaid, COUNTY may, notwithstanding any other termination provisions contained herein:

A. Terminate this Lease; upon written notice to the LESSOR; or

B. At COUNTY's sole option, cure any such default by performance of any act, including payment of money, and subtract the cost thereof plus reasonable administrative costs from the rent.

The HVAC system serving the Premises shall be capable of maintaining the Premises at 78º Dry Bulb at a maximum range of 40% to 60% Relative humidity during the summer when the outdoor temperature is 95º Dry Bulb, and at 68º Dry Bulb in the winter when the outside temperature is 35º Dry Bulb.

In order for the COUNTY to comply with the California Code of Regulations, Title 8, Section 5142, and as it may be subsequently amended, LESSOR shall inspect the HVAC system at least once every month or on a schedule agreed to in writing by LESSOR and COUNTY, and provide repair and maintenance accordingly. LESSOR's inspections and maintenance of the HVAC system shall be documented in writing. The LESSOR shall at a minimum maintain a record of: (a) the name of the individual(s) inspecting and/or maintaining the system, (b) the date of the inspection and/or maintenance, and (c) the specific findings and actions taken. The LESSOR shall ensure that such records are retained for at least five (5) years. The LESSOR shall make all HVAC records required by this section available to COUNTY for examination and copying, within forty-eight (48) hours of a written request. LESSOR acknowledges that COUNTY may be subject to fines and/or penalties for failure to provide said records to regulatory agencies within the given timeframes. Should COUNTY incur fines and/or penalties as a direct result of LESSOR's failure to provide said records to COUNTY, LESSOR shall reimburse COUNTY for said fines and/or penalties within thirty (30) days upon written notice. Should LESSOR fail to reimburse COUNTY within thirty (30) days, COUNTY may deduct the amount of the fine and/or penalty from any rent payable.

If LESSOR or its representative cannot be contacted by COUNTY for emergency repairs and/or services the same day any emergency repairs and/or services are necessary to remedy the emergency condition, or if LESSOR following such contact by COUNTY is unable or refuses to make the necessary repairs or provide the necessary services, COUNTY may at its option have the necessary repairs made and/or provide services to remedy the emergency condition, and deduct the cost thereof, including labor, materials, and overhead from any rent payable. In the event that COUNTY has notified LESSOR at least three (3) times as provided in this paragraph of LESSOR's failure to provide satisfactory repair, maintenance and janitorial services to the Premises, then regardless of whether said failure were ultimately cured by LESSOR, COUNTY shall have the right for the remainder of the County of Orange fiscal year to take over all such repair, maintenance and janitorial services for the Premises and deduct the cost thereof from the rent otherwise payable to LESSOR. If such costs exceed the rent payable, LESSOR shall promptly pay the difference to COUNTY. This additional right of self-help shall reset at the commencement of each fiscal year of the COUNTY during the term of the Lease.

Should COUNTY be forced to shut down its operations within the Premises due to LESSOR's failure to provide services required by this clause, LESSOR shall be responsible for the cost, to the COUNTY, of such a shutdown as well as the cost of replacement premises.

19. CONCESSIONS (5.8 S)

COUNTY may, at COUNTY's option, contract with and receive fees from outside vendors that provide service either within the Premises or in the parking areas shown on the Exhibit B.

20. TOXIC MATERIALS (5.9 S)

COUNTY hereby warrants and represents that COUNTY will comply with all laws and regulations relating to the storage, use and disposal of hydrocarbon substances and hazardous, toxic or radioactive matter, including, but not limited to, those materials identified in Title 26 of the California Code of Regulations (collectively "Toxic Materials"). COUNTY shall be responsible for and shall defend, indemnify and hold LESSOR, its officers, directors, employees, agents, and representatives, harmless from and against all

claims, costs and liabilities, including attorneys' fees and costs arising out of or in connection with the storage, use, and disposal of Toxic Materials on the Premises by COUNTY. If the storage, use, and disposal of Toxic Materials on the Premises by COUNTY results in contamination or deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination, COUNTY shall promptly take any and all action necessary to clean up such contamination.

Likewise, LESSOR hereby warrants and represents that LESSOR has in the past and will hereafter comply with all laws and regulations relating to the storage, use and disposal of "Toxic Materials". LESSOR shall be responsible for and shall defend, indemnify and hold COUNTY, its officers, directors, employees, agents, and representatives, harmless from and against all claims, costs and liabilities, including attorneys' fees and costs arising out of or in connection with the previous, current and future storage, use and disposal of Toxic Materials on the Premises (or building if the Premises comprises only a portion of said building) by LESSOR. If the previous, current and future storage, use, and disposal of Toxic Materials on the Premises by LESSOR results in contamination or deterioration of water or soil resulting in a level of contamination greater than maximum allowable levels established by any governmental agency having jurisdiction over such contamination, LESSOR shall promptly take any and all action necessary to clean up such contamination.

21. SUBORDINATION, ATTORNMENT AND NON-DISTURBANCE (6.4 S)

This Lease and all rights of the COUNTY hereunder are subject and subordinate to any mortgage or deed of trust which does now or may hereafter cover the Premises or any interest of LESSOR therein, and to any and all advances made on the security thereof, and to any and all increases, renewals, modifications, consolidations, replacements and extensions of any such mortgage or deed of trust except, insofar as COUNTY is meeting its obligations under this Lease, any foreclosure of any mortgage or deed of trust shall not result in the termination of this Lease or the displacement of COUNTY.

In the event of transfer of title of the Premises, including any proceedings brought for foreclosure or in the event of the exercise of the power of sale under any mortgage or deed of trust, or by any other transfer of title covering the Premises, COUNTY shall attorn to and recognize any subsequent title holder as the LESSOR under all terms, covenants and conditions of this Lease. COUNTY's possession of the Premises shall not be disturbed by the LESSOR, or its successors in interest, and this Lease shall remain in full force and effect. Said attornment shall be effective and self-operative immediately upon succession of the current title holder, or its successors in interest, to the interest of LESSOR under this Lease.

Notwithstanding the above, this Lease is contingent upon LESSOR obtaining a *Subordination, Attornment and Non-Disturbance Agreement* from its lender, within thirty (30) days of LESSOR's execution of this Lease. All future lenders on the Premises shall, upon initiation of their interest in the Premises, enter into a *Subordination, Attornment and Non-Disturbance Agreement* with COUNTY thereby insuring COUNTY of its leasehold interests in the Premises. Said *Subordination, Attornment and Non-Disturbance Agreement* shall be in the form of COUNTY's standard form *Subordination, Attornment and Non-Disturbance Agreement* or in a form approved by Chief Real Estate Officer and County Counsel.

Foreclosure shall not extinguish this Lease, and any lender or any third party purchasing the Premises at foreclosure sale shall do so subject to this Lease and shall thereafter perform all obligations and be responsible for all liabilities of the LESSOR under the terms of this Lease.

Upon default by LESSOR of any note or deed of trust, COUNTY may, at its option, make all lease payments directly to Lender, and same shall be applied to the payment of any and all delinquent or future installments due under such note or deed of trust.

22. ESTOPPEL CERTIFICATE (6.5 S)

COUNTY agrees that its Chief Real Estate Officer shall furnish from time to time upon receipt of a written request from LESSOR or the holder of any deed of trust or mortgage covering the Premises or any interest of LESSOR therein, COUNTY's standard form *Estoppel Certificate* containing information as to the current status of the Lease. The *Estoppel Certificate* shall be approved by Chief Real Estate Officer, and County Counsel.

23. DEFAULTS AND REMEDIES (6.8 S)

The occurrence of any of the following shall constitute an event of default:

- Failure to pay any installment of any monetary amount due and payable hereunder;
- Failure to perform any obligation, agreement or covenant under this Lease.

In the event of any non-monetary breach of this Lease by COUNTY, LESSOR shall notify COUNTY in writing of such breach, and COUNTY shall have fifteen (15) days in which to initiate action to cure said breach.

In the event of any non-monetary breach of this Lease by LESSOR, COUNTY shall notify LESSOR in writing of such breach and LESSOR shall have fifteen (15) days in which to initiate action to cure said breach.

In the event of any monetary breach of this Lease by COUNTY, LESSOR shall notify COUNTY in writing of such breach, and COUNTY shall have fifteen (15) days in which to cure said breach, unless specified otherwise within this Lease.

In the event of any monetary breach of this Lease by LESSOR, COUNTY shall notify LESSOR in writing of such breach, and LESSOR shall have fifteen (15) days in which to cure said breach, unless specified otherwise within this Lease.

In the event any such monetary breach by COUNTY in the payment of the monthly rent, pursuant to the clause entitled (RENT) herein, is not cured within said fifteen (15) day period, LESSOR may declare all rent payments to the end of COUNTY's current fiscal year to be due, including any delinquent rent from prior budget years. However, in no event shall LESSOR be entitled to a remedy of acceleration of the total rent payments due over the term of this Lease.

In the event any such monetary breach by LESSOR in the payment of any amounts due hereunder, is not cured within said fifteen (15) day period, COUNTY may withhold such amount from the next scheduled rent payment.

24. DEBT LIMIT (6.9 S)

LESSOR acknowledges and agrees that the obligation of the COUNTY to pay rent under this Lease is contingent upon the availability of COUNTY funds which are appropriated or allocated by the COUNTY's Board of Supervisors for the payment of rent hereunder. In this regard, in the event that this Lease is terminated due to an uncured default of the COUNTY hereunder, LESSOR may declare all rent payments to the end of COUNTY's current fiscal year to be due, including any delinquent rent from prior budget years. In no event shall LESSOR be entitled to a remedy of acceleration of the total rent payments due over the term of the Lease. The Parties acknowledge and agree that the limitations set forth above are required by Article 16, section 18, of the California Constitution. LESSOR acknowledges and agrees that said Article 16, section 18, of the California Constitution supersedes any law, rule, regulation or statute, which conflicts with the provisions of this paragraph. Notwithstanding the foregoing, LESSOR may have other rights or civil remedies to seek relief due to the COUNTY's default under the Lease.

25. LABOR CODE COMPLIANCE (6.10 S)

LESSOR acknowledges and agrees that all improvements or modifications required to be performed as a condition precedent to the Commencement Date of the term of this Lease or any such future improvements or modifications performed by LESSOR at the request of COUNTY shall be governed by, and performed in accordance with, the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State of California (Sections 1770, et seq.). These provisions are applicable to improvements or modifications costing more than $1,000.

Pursuant to the provisions of Section 1773 of the Labor Code of the State of California, the Orange County Board of Supervisors has obtained the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work in the locality applicable to this Lease for each craft, classification, or type of workman needed to execute the aforesaid improvements or modifications from the Director of the State Department of Industrial Relations. Copies of said prevailing wage rates may be obtained from the State of California, Department of Industrial Relations, or COUNTY's Chief Real Estate Officer.

LESSOR hereby agrees to pay or cause its contractors and/or subcontractors to pay said prevailing wage rates at all times for all improvements or modifications to be completed for COUNTY within the Premises, and LESSOR herein agrees that LESSOR shall post, or cause to be posted, a copy of the most current, applicable prevailing wage rates at the site where the improvements or modifications are performed.

Prior to commencement of any improvements or modifications, LESSOR shall provide Chief Real Estate Officer with the applicable certified payroll records for all workers that will be assigned to the improvements or modifications. Said payroll records shall contain, but not be limited to, the complete name, address, telephone number, social security number, job classification, and prevailing wage rate for each worker. LESSOR shall provide Chief Real Estate Officer bi-weekly updated, certified payroll records

for all workers that include, but not be limited to, the weekly hours worked, prevailing hourly wage rates, and total wages paid.

If LESSOR neglects, fails, or refuses to provide said payroll records to Chief Real Estate Officer, such occurrence shall constitute an event of default of this Lease and COUNTY may, notwithstanding any other termination provisions contained herein:

A. Terminate this Lease; upon written notice to LESSOR; or

B. At COUNTY's sole option, COUNTY may deduct future rent payable to LESSOR by COUNTY as a penalty for such non-compliance of paying prevailing wage, which rent deduction would be COUNTY's estimate, in its sole discretion, of such prevailing wage rates not paid by LESSOR.

Except as expressly set forth in this Lease, nothing herein is intended to grant authority for LESSOR to perform improvements or modifications on space currently leased by COUNTY or for which COUNTY has entered into a lease or lease amendment.

Should COUNTY not receive the above amount within the specified time period, COUNTY, at COUNTY's sole option, may terminate this Lease without further obligation to LESSOR, or at COUNTY's sole option, COUNTY may deduct any unpaid amount from future rent payable to LESSOR by COUNTY.

26. CHILD SUPPORT ENFORCEMENT REQUIREMENTS (6.12 S)

In order to comply with child support enforcement requirements of the County of Orange, within thirty (30) days after COUNTY's execution of this Lease agreement, LESSOR agrees to furnish COUNTY's Director _____, or designee, COUNTY's standard form, *Child Support Enforcement Certification Requirements*, which includes the following information:

a) In the case where LESSOR is doing business as an individual, LESSOR's name, date of birth, last four digits of Social Security number, and residence address;

b) In the case where LESSOR is doing business in a form other than as an individual, the name, date of birth, last four digits of Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;

c) A certification that the LESSOR has fully complied with all applicable federal and state reporting requirements regarding its employees; and

d) A certification that the LESSOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of LESSOR to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of this

Lease. Failure to cure such breach within sixty (60) calendar days of notice from COUNTY's Director, _____, or designee, shall constitute grounds for termination of this Lease.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and will not be used for any other purpose.

27. RIGHT TO WORK AND MINIMUM WAGE LAWS (6.13 S)

In accordance with the United States Immigration Reform and Control Act of 1986, LESSOR shall require its employees that directly or indirectly service the Premises or terms and conditions of this Lease, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. LESSOR shall also require and verify that its contractors or any other persons servicing the Premises or terms and conditions of this Lease, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.

Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, Section 1178.5, LESSOR shall pay no less than the greater of the Federal or California Minimum Wage to all its employees that directly or indirectly service the Premises, in any manner whatsoever. LESSOR shall require and verify that all its contractors or other persons servicing the Premises on behalf of the LESSOR also pay their employees no less than the greater of the Federal or California Minimum Wage.

LESSOR shall comply and verify that its contractors comply with all other Federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor standards pursuant to the servicing of the Premises or terms and conditions of this Lease.
Notwithstanding the minimum wage requirements provided for in this clause, LESSOR, where applicable, shall comply with the prevailing wage and related requirements, as provided for in the Clause entitled (LABOR CODE COMPLIANCE) of this Lease.

28. NOTICES (8.1 S)

All written notices pursuant to this Lease shall be addressed as set forth below or as either Party may hereafter designate by written notice and shall be deemed delivered upon personal delivery, delivery by facsimile machine, or seventy-two (72) hours after deposit in the United States Mail.

| TO: LESSOR | TO: COUNTY |
|---|---|
| _____ | County of Orange |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| Attn:_____ | Attn:_____ |

30. ATTACHMENTS (8.2 S)

This Lease includes the following, which are attached hereto and made a part hereof:

I. GENERAL CONDITIONS
II. EXHIBITS
  A. Description - Premises
  B. Plot Plan - Premises
  C. Tenant Improvement Specifications

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IN WITNESS WHEREOF, the Parties have executed this Lease the day and year first above written.

APPROVED AS TO FORM:

OFFICE OF COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By_____
Deputy

Date_____

RECOMMENDED FOR APPROVAL:

(insert agency name)_____

By_____

**LESSOR**

(Insert name of legal entity_____)

By_____

Title:_____

By_____

Title:_____

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Sec. 25103, Resolution 79-1535

Attest:

_____
Clerk of the Board of Supervisors
Orange County, California

**COUNTY**

COUNTY OF ORANGE

_____
Chair, Board of Supervisors

1. LEASE ORGANIZATION (9.1 S)

The various headings in this Lease, the numbers thereof, and the organization of the Lease into separate sections and paragraphs are for purposes of convenience only and shall not be considered otherwise.

2. INSPECTION (9.2 S)

LESSOR or its authorized representative shall have the right at all reasonable times and upon reasonable advance notice to COUNTY to inspect the Premises to determine, if COUNTY is complying with all the provisions of this Lease.

3. SUCCESSORS IN INTEREST (9.3 S)

Unless otherwise provided in this Lease, the terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, and assigns of all the Parties hereto, of whom all shall be jointly and severally liable hereunder.

4. DESTRUCTION OF OR DAMAGE TO PREMISES (9.4 S)

"Partial Destruction" of the Premises shall mean damage or destruction to the Premises, for which the repair cost is less than 25 percent of the then replacement cost of the Premises (including tenant improvements), excluding the value of the land.

"Total Destruction" of the Premises shall mean damage or destruction to the Premises, for which the repair cost is 25 percent or more of the then replacement cost of the Premises (including tenant improvements), excluding the value of the land.

In the event of a Partial Destruction of the Premises, LESSOR shall immediately pursue completion of all repairs necessary to restore the Premises to the condition which existed immediately prior to said Partial Destruction. Said restoration work (including any demolition required) shall be completed by LESSOR, at LESSOR's sole cost, within sixty (60) days of the occurrence of said Partial Destruction or within an extended time frame as may be authorized, in writing, by COUNTY. The Partial Destruction of the Premises shall in no way render this Lease and/or any option to purchase, granted herein, null and void; however, rent payable by COUNTY under the Lease shall be abated in proportion to the extent COUNTY's use and occupancy of the Premises is adversely affected by said Partial Destruction, demolition, or repair work required thereby. Should LESSOR fail to complete necessary repairs, for any reason, within sixty (60) days, or other time frame as may be authorized by COUNTY, COUNTY may, at COUNTY's sole option, terminate the Lease or complete necessary repair work and deduct the cost thereof, including labor, materials, and overhead from any rent thereafter payable.

In the event of Total Destruction of the Premises or the Premises being legally declared unsafe or unfit for occupancy, this Lease and/or any option granted herein shall in no way be rendered null and void and LESSOR shall immediately instigate action to rebuild or make repairs, as necessary, to restore the Premises (including replacement of all tenant improvements) to the condition which existed immediately prior to the destruction. All rent payable by COUNTY shall be abated until complete restoration of the Premises is accepted by COUNTY. In the event LESSOR refuses to diligently pursue or is unable to restore the Premises to an occupiable condition (including replacement of all tenant improvements) within 180 days of the occurrence of said destruction or within an extended time frame as may be authorized, in writing, by

COUNTY, COUNTY may, at COUNTY's sole option, terminate this Lease or complete the restoration and deduct the entire cost thereof, including labor, materials, and overhead from any rent payable thereafter.

Further, LESSOR, at COUNTY's request, shall provide a suitable, COUNTY-approved temporary facility ("Facility") for COUNTY's use during the restoration period for the Premises. The Facility may be leased, at market rate, under a short term lease, for which the COUNTY will reimburse LESSOR the cost thereof, on a monthly basis.

5. AMENDMENT (9.5 S)

This Lease sets forth the entire agreement between LESSOR and COUNTY and any modification must be in the form of a written amendment.

6. PARTIAL INVALIDITY (9.6 S)

If any term, covenant, condition, or provision of this Lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

7. CIRCUMSTANCES WHICH EXCUSE PERFORMANCE (9.7 S)

If either Party hereto shall be delayed or prevented from the performance of any act required hereunder by reason of acts of God, performance of such act shall be excused for the period of the delay; and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Financial inability shall not be considered a circumstance excusing performance under this Lease.

8. STATE AUDIT (9.8 S)

Pursuant to and in accordance with Section 8546.7 of the California Government Code, in the event that this Lease involves expenditures and/or potential expenditures of State funds aggregating in excess of ten thousand dollars ($10,000), LESSOR shall be subject to the examination and audit of the Auditor General of the State of California for a period of three years after final payment by COUNTY to LESSOR under this Lease. The examination and audit shall be confined to those matters connected with the performance of the contract, including, but not limited to, the costs of administering the contract.

9. WAIVER OF RIGHTS (9.9 S)

The failure of LESSOR or COUNTY to insist upon strict performance of any of the terms, conditions, and covenants in this Lease shall not be deemed a waiver of any right or remedy that LESSOR or COUNTY may have, and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions, and covenants herein contained.

10. HOLDING OVER (9.10 S)

In the event COUNTY shall continue in possession of the Premises after the term of this Lease, such possession shall not be considered a renewal of this Lease but a tenancy from month to month and shall be governed by the conditions and covenants contained in this Lease.

11. HAZARDOUS MATERIALS (9.11 S)

LESSOR warrants that the Premises is free and clear of all hazardous materials or substances.

12. EARTHQUAKE SAFETY (9.12 S)

LESSOR warrants that the Premises is in compliance with all applicable seismic safety regulations and building codes.

13. QUIET ENJOYMENT (9.13 S)

LESSOR agrees that, subject to the terms, covenants and conditions of this Lease, COUNTY may, upon observing and complying with all terms, covenants and conditions of this Lease, peaceably and quietly occupy the Premises.

14. PROCESSING FEES (9.14 S)

LESSOR shall compensate COUNTY for the administrative costs absorbed by COUNTY which occur as a result of negotiating and administering documents (*i.e.*, Subordination, Attornment and Non-Disturbance Agreements and Estoppel Certificates) required to satisfy LESSOR's Lender whether or not said Lender decides to grant a loan to LESSOR. Said compensation amount shall be determined by multiplying the hourly rate of COUNTY's CEO/Real Estate by the number of hours spent to negotiate, prepare and execute said documents and shall be paid to COUNTY within thirty (30) days of LESSOR's receipt of COUNTY's invoice for said administrative services. Should LESSOR fail to compensate COUNTY within said thirty (30) days, COUNTY has the option to deduct the amount from the rent thereafter payable.

15. WAIVER OF JURY TRIAL. (9.15 S)

Each Party acknowledges that it is aware of and has had the advice of Counsel of its choice with respect to its rights to trial by jury, and each Party to the extent permitted by applicable law, for itself and its successors and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this agreement and/or any claim of injury or damage.

16. GOVERNING LAW AND VENUE. (9.16 S)

This agreement has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this agreement, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange

County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure section 394.

17. TIME (9.17 S)

Time is of the essence of this Lease.

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## EXHIBIT D

Best Management Practices ("BMPs" Fact Sheets)

Best Management Practices can be found at: http://ocwatersheds.com/default.aspx which website may change from time to time.

TENANT shall be responsible for implementing and complying with all BMP Fact Sheet requirements that apply to this TENANT's operations. TENANT is to be aware that the BMP clause within this Lease, along with all related BMP Exhibits, may be revised, and may incorporate more than what is initially being presented in this Lease. Although the Harbor is not the TENANT's leased Premises, BMPs apply to the TENANT's defined Premises and BMPs also apply to the TENANT in their conducting business operations throughout the Harbor.

Suggested BMPs Fact Sheets may include, but may not be limited to, the following list shown below and can be found at:
http://ocwatersheds.com/IndustrialCommercialBusinessesActivities.aspx (which website may change from time to time):
IC3 Building Maintenance
IC4 Carpet Cleaning
IC6 Contaminated or Erodible Surface Areas
IC9 Outdoor Drainage from Indoor Areas
IC10 Outdoor Loading/Unloading of Materials
IC12 Outdoor Storage of Raw Materials, Products, and Containers
IC14 Painting, Finishing, and Coatings of Vehicles, Boats, Buildings, and Equipment
IC17 Spill Prevention and Cleanup
IC21 Waste Handling and Disposal
IC22 Eating and Drinking Establishments
IC23 Fire Sprinkler Testing/Maintenance
IC24 Wastewater Disposal Guidelines

EXHIBIT E

COUNTY OF ORANGE
CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS

A. In the case of a COUNTY doing business as an individual, his/her name, date of birth, the last four digits of the Social Security number, and residence address:

Name:_____
Date of Birth:_____
Last Four Digits of Social Security No: _____
Residence Address: _____

B. In the case of a COUNTY doing business in a form other than as an individual, the name, date of birth, the last four digits of the Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the leased Premises:

Name:_____
Date of Birth:_____
Last Four Digits of Social Security No: _____
Residence Address: _____

Name:_____
Date of Birth:_____
Last Four Digits of Social Security No: _____
Residence Address: _____

Name:_____
Date of Birth:_____
Last Four Digits of Social Security No: _____
Residence Address: _____

(Attach additional sheets if necessary)

*I certify that _____is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of the Lease agreement with the County of Orange dated _____ . I understand that failure to comply shall constitute a material breach of the Lease and that failure to cure such breach within sixty (60) calendar days of notice from the County of Orange shall constitute grounds for termination of the Lease agreement without cost to the County.*

_____

Authorized Signature Print Name Title Date

# EXHIBIT F

## FORM OF MEMORANDUM OF LEASE

### MEMORANDUM OF LEASE

This is a Memorandum of Lease ("**Memorandum**") made and entered into as of this _____ day of _____, 20___, by and between the COUNTY OF ORANGE, a political subdivision of the State of California ("**County**"), and **_____,** ("**Tenant**"), residing at _____, upon the following terms:

1. **Lease.** The provisions set forth in a written lease between the parties hereto dated _____ ("**Lease**"), are hereby incorporated by reference into this Memorandum.

2. **Subject Premises.** The Premises which are the subject of the Lease are more particularly described as on Exhibit A, attached hereto

3. **Commencement Date of Lease.** The Lease shall be deemed to have commenced _____ as set forth within the terms of the Lease.

4. **Term.** The Term of the Lease shall be _____ years from the Commencement Date as stated in the written Lease. The initial term shall commence on the date hereof and terminate on _____. Tenant shall have the right to extend the term of the Lease by _____ extension periods of _____ years each or in any other such manner as prescribed in the Lease.

5. **Duplicate Copies** of the originals of the Lease are in the possession of the County and Tenant and reference should be made thereto for a more detailed description thereof and for resolution of any questions pertaining thereto. The addresses for County and Tenant are as follows:

COUNTY:

TENANT:

6. **Purpose.** It is expressly understood and agreed by all parties that the sole purpose of this Memorandum o is to give record notice of the Lease; it being distinctly understood and agreed that said Lease constitutes the entire lease and agreement between County and Tenant with respect to the Premises and is hereby incorporated by reference. The Lease contains and sets forth additional rights, terms, conditions, duties, and obligations not enumerated within this instrument which govern the Lease. This Memorandum is for information purposes only and nothing contained herein may be deemed in any way to modify or vary any of the terms or conditions of the Lease. In the event of any inconsistency between the terms of the Lease and this instrument, the terms of the Lease shall control. The rights and obligations set forth herein shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum pursuant to due authorization on the dates herein acknowledged.

**COUNTY:**

By: _____

Name: _____
Title: _____

**TENANT:**

By: _____

Name: _____
Title: _____

By: _____

Name: _____
Title: _____

## Attachment F - Part 1

# ARCHITECT - ENGINEER GUIDE

OC PublicWorks
Integrity, Accountability, Service, Trust

## OC FACILITIES DESIGN & CONSTRUCTION
## A&E PROJECT MANAGEMENT SECTION

1143 E. FRUIT STREET
SANTA ANA, CA 92701

APRIL 20, 2015
REVISION FEBRUARY 22, 2016

# INTRODUCTION

The Architect-Engineer Guide (A-E Guide) is intended to assist A-E firms in the investigation, design, construction, alteration, documentation and observation of County of Orange projects. The A-E Guide contains policy information, requirements, direction and guidance for the preparation of projects, and sets forth expectations for the delivery of services, preparation of project specifications, project design services, cost estimates and related work to be performed for the County of Orange. The A-E Guide also provides design procedures to assist A-E firms to efficiently translate County of Orange requirements into acceptable design solutions.

The requirements in the A-E Guide are part of the Agreement contract's Scope of Work, unless specific requirements or work are eliminated in writing in the contract Scope of Work. The requirements are designed to support the proper maintenance of County facilities once construction is complete. For these reasons, proposals submitted to A&E Project Management must fully address and incorporate the policies and instructions contained in the A-E Guide. In the event that an A-E firm determines that a County guideline is not applicable to a particular project, that firm must submit a written request to deviate from the guidelines. A&E Project Management or its equivalent department or agency within the County of Orange will consider this prior to award of the Agreement, and specific revisions to the Scope of Work will be indicated in the specific project's Scope of Work.

Documents prepared in accordance with this A-E Guide must provide clear, concise, and precise information to contractors. The A-E firm is expected to make certain that the material is understandable to the intended audience.

This A-E Guide is presented in eleven sections:

- Sections 1 through 10 cover standard A-E contract requirements, responsibilities and expectations.

- Section 11 covers the Design Criteria for major trades.

Special care should be provided by the A-E firm to review Division 00, Procurement and Contracting Requirements; and Division 01, General Requirements documents; and verify that the A-E firm supplied Division 02 thru 39, ***The Construction Specifications Institute (CSI) Master Format July 2014 Edition*** (Technical Specifications); and that documents do not contain any conflicting information within Division 00 & Division 01 or other associated Division technical specifications.

Upon completion of review of Division 00 & Division 01, A-E firm may provide written comments for possible incorporation in Supplemental General Conditions at the County Project Manager's discretion. Division 00 and 01 Documents are not subject to revision except through Supplemental General Conditions.

The A-E Guide is designed to facilitate revisions required by changing conditions, law and policy. The A-E Guide will be updated with new design criteria as developed.

# A-E GUIDE INDEX

**SECTION** **PAGE**


**1. GENERAL INFORMATION**
1.0 Purpose ..... 1
1.1 Definitions ..... 1
1.2 Policy ..... 2
1.3 Scope by Discipline ..... 3
1.4 Responsibilities of the Architect-Engineer ..... 4
1.5 Quality of Work ..... 5
1.6 Release of Information Pertaining to Projects ..... 6

**2. A-E SELECTION**
2.0 Selection of Architect/Engineer (A-E) ..... 7
2.1 Project Scope Statement and Scope of Work ..... 8
2.2 Project Design Schedule ..... 8

**3. GENERAL DESIGN INFORMATION**
3.0 General ..... 9
3.1 County Project Administration ..... 10
3.2 A-E Firm Project Administration ..... 10
3.3 A-E Firm Payments ..... 10
3.4 A-E Firm Progress Reports ..... 10
3.5 Communication with OC Development Services and Other Related Departments ..... 10
3.6 Contractor's Options ..... 11

**4. BASIC SERVICES**
4.0 Initial Project Start-Up ..... 12
4.1 Program Phase ..... 12
4.2 Project Design Phases ..... 13

**5. CONSTRUCTION DOCUMENT PHASE**
5.0 General ..... 20
5.1 Specification Format ..... 20
5.2 County Contract Documents ..... 20
5.3 Final Design Specifications ..... 21
5.4 Final Design Construction Documents ..... 21
5.5 Proposal / Bidding Items ..... 21
5.6 Proprietary Specifications ..... 22
5.7 Approved Manufacturers ..... 23

**6. COST ESTIMATES**
6.0 Format ..... 24
6.1 Procedure ..... 24
A-E's Construction Cost Estimate *(Sample Format)* ..... 25

**7. TECHNICAL REQUIREMENTS FOR DRAWINGS AND ELECTRONIC DOCUMENT SUBMISSIONS**
7.0 General ..... 29
7.1 Format ..... 29
7.2 Delivery Media ..... 29
7.3 Title & Plan Sheets ..... 31
7.4 Level / Layer Assignments ..... 31

# A-E GUIDE INDEX

**SECTION** **PAGE**


7.5 Level / Layer Naming Convention ..... 31
7.6 Record Drawings ..... 31

**8. BID PHASE GUIDELINES**
8.0 General ..... 32
8.1 Bidder Questions ..... 33
8.2 Preparing Addenda ..... 33
8.3 Pre-Bid Site Visits ..... 34
8.4 Bid Evaluation ..... 35
8.5 Pre-Award Meetings ..... 35

**9. CONSTRUCTION PHASE GUIDELINES**
9.0 General ..... 37
9.1 Pre-Construction Conference Meeting ..... 38
9.2 Construction Kick-off Meeting ..... 38
9.3 Initial Construction Observation Practices ..... 39
9.4 Communications ..... 39
9.5 Design Disciplines Coordination ..... 40
9.6 Submittal Review Process ..... 40
9.7 Request for Information (RFIs) ..... 41
9.8 Information Bulletins (IBs) ..... 41
9.9 Pre-Installations Meetings ..... 42
9.10 Review of Change Orders ..... 43

**10. CLOSE OUT PHASE GUIDELINES**
10.0 General ..... 44
10.1 Post-Construction A-E Services ..... 44

**11. DESIGN CRITERIA**
11.0 General ..... 45
11.1 Procedure ..... 45
11.2 Updating Criteria ..... 45

DESIGN CRITERIA
1. Interior Space Allocation ..... 46
2. General Design Policies ..... 47
3. Access by Disabled Persons ..... 49
4. Security ..... 50
5. Building Plaque ..... 52
6. Landscaping and Irrigation ..... 53
7. Restroom Walls ..... 55
8. Drywall Construction ..... 56
9. Paint ..... 58
10. Carpet ..... 60
11. Conservation of Energy ..... 61
12. PVC Plastic Pipe ..... 63
13. Plumbing ..... 64
14. Heating, Ventilation, and Air Conditioning ..... 66
15. Light Levels ..... 71

# A-E GUIDE INDEX

**PAGE**

DESIGN CRITERIA (continued)
16. Electrical ..... 72
17. Sound Systems ..... 75
18. Telephone Lines and Equipment ..... 77
19. Data Systems Infrastructure ..... 79
20. Roofing ..... 85
21. Fire Protection ..... 88
22. Building Automation Systems ..... 89
23. Access Control System ..... 137
24. General Commissioning Requirements ..... 142

EXHIBIT – A: Workplace Design Guidelines ..... 160

# SECTION ONE — GENERAL INFORMATION

## 1.0 PURPOSE

This A-E Guide has been prepared to familiarize architectural and/or engineering firms performing work for the County of Orange / OC Public Works with procedures, requirements, specifications, and standards which may vary from the firm's usual practices. A-E firm (A-E) is defined as an Architect or Engineer for design and/or engineering services, as well as incidental services that members of the profession may logically or justifiably perform for a project.

This A-E Guide contains policy statements, procedures, responsibilities, instructions for preparing submittals, progress reports, cost estimates, design criteria, and standard formats used in preparation of construction documents.

## 1.1 DEFINITIONS

π *Agreement*: The architectural services and/or engineering services contracts between the County and the A-E in compliance with current County of Orange Contract Policy Manual. An Agreement includes the contract Scope of Work. Also see Construction Task Order, Delivery Order, and Master Agreement.

π *ADA:* The commonly-used acronym for *The Americans with Disabilities Act* (Public Law 101-336), which was enacted on July 26, 1990, and became effective on January 26, 1992.

π *Architect-Engineer* or *A-E*: As used in this Guide is defined as an Architectural, Engineering, or individual licensed for practice in the State of California.

π *Board*: The Board of Supervisors for the County of Orange.

π *Construction Cost Estimate*: The expected cost of work called for in the construction documents on the bid opening date.

π *Contract Task Order, or CTO:* When an Statement of Qualification (SOQ) is done for a specific Agreement contract for services that does not procure or specify a firm quantity of services (other than a minimum or maximum rate) and that provides for the issuance of orders for the performance of tasks with individual Scopes of Work encumbered in current year during the period of the Agreement.

π *County*: The Board of Supervisors and all agencies, departments, offices, and districts which report to the Board of Supervisors, County of Orange.

π *County Project Manager*: County's Project Manager is responsible for planning and monitoring the project requirements, budget, design, construction, and closeout. The project manager shall coordinate all activities with the project stakeholders including: professional consultants, contractors, vendors, County departments, and regulatory agencies. They also serve as primary contact for all stakeholders involved in the project.

π *Delivery Order*: See Master Agreement for definition.

π *Master Agreement, or MA:* When a Statement of Qualification (SOQ) is done for a contract for non-specific services and has not procured or specified a firm quantity of services (other than a minimum or maximum rate) and that provides for the issuance of multiple delivery

orders (DO) for the performance of tasks with individual Scopes of Work during the period of the Agreement.

- π *OC Public Works / OC Community Development / Planning*: The County of Orange Department responsible for approval of plans, issuance of permits, inspections, and approval (relating to Building Codes) of improvements.

- π *OC Public Works / OC Facilities Design & Construction / A&E Project Management*: A County of Orange Department which is responsible for Capital Projects for assigned user facilities and for maintenance and repair of major systems within them.

- π *OC Public Works / OC Facilities Maintenance & CUF:* A County of Orange Department which is responsible for maintenance and repair of major systems within assigned user facilities and Central Utility Facility (CUF).

- π *Statement of Qualification, or SOQ:* A submittal statement provided on a County of Orange form identifying a prospective firm's experience, financial capacity, key personnel, a current profile of the firm's activity, and other information pertinent to a particular project.

- π *Scope of Work:* A scope of work (SOW) is a formal document that captures and defines the work activities, deliverables, budget and schedule required for a project.

- π *Request for Proposal, or RFP:* A type of bid solicitation requested by the County of Orange that announces availability for a particular project or program. The RFP outlines the bidding process and contract terms, and provides guidance on how the bid should be formatted and presented.

- π *Title 24:* As used in this A-E Guide, refers to *California Building Standards Code (Title 24, California Code of Regulations)*

## 1.2 POLICY

A. It is the general policy of the County of Orange / OC Public Works to follow the professional standards of practice, which affect the preparation of construction documents and are emphasized below in the following policy statements.

(1) Construction packages are bid competitively and publicly. Any company properly licensed under the regulations of the State of California can bid the work.

(2) The Bid & Award, and Construction phases, including the taking of bids, awarding of contracts, inspection, and administration of construction, is directed by OC Public Works or the County's assigned agency / department.

Preparation of plans and specifications for bid requires that drawings and specifications be clear, concise, and precise. Nothing can be left to the imagination or be subject to varying interpretation(s).

B. It is the policy of the County of Orange / OC Public Works to construct facilities that are functionally adequate, efficient, and which represent an economic balance between initial cost and cost of maintenance and operation. While facilities should be attractive and aesthetically pleasing, monumental designs, non-essential frills, and embellishments are definitely not desired. The final shape, exterior appearance, and size of a structure shall be

determined by its function and requirements. In general, the quality of the County projects shall not exceed that of standard commercial construction with similar requirements for permanency.

C. It is the policy of the County of Orange / OC Public Works to incorporate structural features in projects which without appreciable extra cost improve the capability to protect and shelter personnel in the event of an emergency. The Essential Services Building Seismic Safety Act of 1986, California Health & Safety Code Division - Essential Services Buildings shall apply to all new construction. Existing County buildings may be upgraded seismically on a project by project voluntary basis.

D. It is the policy of the County of Orange / OC Public Works to conform fully to the codes and ordinances regulating construction in Orange County (see 1.5 Quality of Work). The A-E firm shall not submit designs which would necessitate variances from these regulations.

## 1.3 SCOPE BY DISCIPLINE

A. ARCHITECTURAL DESIGN

A-E professional services shall include, but not be limited to, the development of both the planning and the design components forming a basis of building construction or building repairs or building physical makeup that meet aesthetic, functional, structural, and safety factors for the construction or repair of any type of building component, overall layout of the projected building, or any aspect of a building or structure; ensuring that these items meet applicable codes & standards.

B. ELECTRICAL ENGINEERING

A-E professional services shall include, but not be limited to, performing evaluation and design of electrical systems or equipment such as transformers, motors, generators, wiring and/or communications systems; ensuring that these systems or items meet applicable standards & Arc Flash codes, and are properly installed, reliable, correctly operating, and operating safely.

C. MECHANICAL/PLUMBING ENGINEERING

A-E professional services shall include, but not be limited to, performing evaluation and design of anything that impact the functions of a building or infrastructure related to heating, cooling, ventilation, machinery, plumbing and piping systems; ensuring that these items meet applicable standards & codes, and are properly installed, reliable, correctly operating, and operating safely.

D. STRUCTURAL ENGINEERING

A-E professional services shall include, but not be limited to, performing evaluation and design of anything that supports or carries a load for buildings and non-building structures or devices or equipment; ensuring that these items meet applicable standards & codes for structural safety, are safe for occupancy, and are able to withstand the elements or other applicable forces.

E. CIVIL ENGINEERING

A-E professional services shall include, but not be limited to, performing evaluation and design of any new improvement or maintenance of infrastructures, typically non-building structures emphasizing roads/parking lots, bridges, tunneling, trenching, geotechnical, and hydraulic engineering; and ensuring that these items meet applicable standards & codes.

F. COST ESTIMATING
A-E professional services shall include, but not be limited to, conducting research, providing assessments of construction projects, and preparing cost estimates by collecting data of costs for labor, materials, and the breakdown & timeline for construction. Third party cost estimating services are preferred on most projects.

## 1.4 RESPONSIBILITIES OF THE ARCHITECT-ENGINEER

An architectural, engineering, or a firm with combined services shall serve as lead of a design team that may include other construction design professionals working together to ensure that the original design is carried through to the finished product, with no alterations in materials or design that would lead to safety issues or compromise the quality of the building or building component. Other team members who may be retained by the lead to support a project as a consultant may include but are not limited to architect, structural engineer, electrical engineer, mechanical engineer, plumbing engineer, civil engineer, landscape architects, lighting designers, data consultants, security consultants, controls engineers, commissioning consultants, etc.

The A-E shall be responsible for the preparation of designs, drawings, specifications, cost estimates, schedules and reports within the scope of the Agreement contract. The initial scope of work to be performed will be described in the Preliminary Scope Statement. Existing building plans or other existing information, which may define the project, will be provided to the A-E as a basis for preparation of a detailed Scope of Work and negotiation of design fees.

In professional service agreements for the preparation of construction drawings and specifications, the A-E's project Scope of Work shall include responsibility for:

- Obtaining data by visiting the site of the construction and by conferences with the user/client or by other actions as necessary to develop the design;
- Checking of shop drawings and other data submitted by the construction contractor for approval;
- Furnishing consultation and advice to the County of Orange / OC Public Works to clarify the intent of the drawings and specifications and on questions that may arise during the construction of the project;
- Other services as specifically included in the Agreement's Scope of Work;
- The coordination of the various elements of the design to assure compatibility of architectural, structural, electrical, mechanical, plumbing, and other design features;
- The meeting of submittal dates included in the Scope of Work in the Agreement, including the work of the lead firm's consultants.

The A-E shall restrict himself to the Scope of Work of the Agreement. Any changes in the final Scope of Work shall require prior written authorization by the County of Orange / OC Public Works.

The A-E will be required to perform, at their own expense, such redesign or revision of reports, plans and specifications, cost estimates, or other deliverables furnished under the contract if County of Orange / OC Public Works determines that such revision is necessary to correct errors or deficiencies for which the A-E is responsible.

The Agreement contract includes a clause holding the A-E firm responsible for designing a project which can be constructed within the estimated construction cost stated in the Agreement document. It is incumbent upon the A-E firm to advise the County, <u>without delay</u>, at any point

in the design when, in the A-E's opinion, it becomes evident that the project probably cannot be constructed to the specified scope of work within the estimated construction cost in the Agreement.

If after taking competitive construction bids the lowest responsible bid (including any deductive alternates) exceeds the estimated construction cost stated in the Agreement for a completely usable project as defined in the Scope of the project included in the Agreement, the County of Orange may require the A-E, as part of the Agreement and at no additional expense to the County of Orange / OC Public Works, to perform such redesign and other services as may be required to produce a project within the funds authorized.

## 1.5 QUALITY OF WORK

All work shall be in accordance with the accepted industry standards except as modified by this Guide and the following latest County of Orange adopted issue of the:

**Building Codes**

- Building Code - California Building Code 2013, Energy Code - California Energy Code 2013 and California Green Building Standards Code 2013, Adopted and amended by Ordinance No. 13-010 on December 17, 2013;
- Plumbing Code - CPC 2013, Adopted and amended by Ordinance No. 13-011 on December 17, 2013;
- Mechanical Code – California Mechanical Code 2013, Adopted and amended by Ordinance No. 13-012 on December 17, 2013;
- Electrical Code – California Electrical Code 2014, Adopted and amended by Ordinance No. 13-013 on December 17, 2013;
- Fire Code – California Fire Code 2013, Adopted and amended by Ordinance No. 13-014 on December 17, 2013.

Beginning on January 1, 2014*, the OC Planning, Building and Grading Plan Check section is required by State law to enforce the 2013 Edition of California Building Standards Codes (a.k.a., Title 24 of the California Codes of Regulations). All permit applications submitted on or after January 1, 2014, will be required to meet these new 2013 CA Building Standards Codes.

*Effective date for the 2013 California Energy Code and all energy code related sections contained in the 2013 California Green Building Standards Code is July 1, 2014. Between January 1, 2014, and June 30, 2014, use 2010 California Energy Code and all energy code related sections contained in the 2010 California Green Building Standard Code.

**Grading Code**

- Grading and Excavation Code – 2015 Edition (Effective 1/27/15)

**NPDES Water Quality Regulations**

- Orange County Third Term NPDES Storm water Permits;
- 2003 Drainage Area Management Plan (DAMP);
- County of Orange/Orange County Flood Control District 2009-10 Local Implementation Plan (LIP);
- Best Management Practices (BMPs): New Development/Significant Redevelopment, Construction, Industrial/Commercial.

**Other Codes, Ordinances and Regulations**

- County of Orange Landscape Irrigation Code and Implementation Guidelines;

- Noise Control (OCCO 4-6-1 through 4-6-16);
- Applicable ordinances of the County of Orange including Orange County Fire Authority or local governing fire prevention jurisdictions;
- State Department of Industrial Safety — safety orders and regulations;
- Regulations of the County of Orange Flood Control District, Regional Water Pollution Control District, South Coast Air Quality;
- State and local fire codes;
- Federal, State, Americans with Disabilities (ADA), *UBC* and/or *IBC* criteria for construction of facilities utilized by the disabled;
- Comply with requirements of the Americans with Disabilities Act (ADA) and California Code of Regulations, Title 24;
- When required, Comply with The Secretary of the Interior's Standards for Rehabilitation (codified in 36 CFR 67);
- Other Federal, State, County or municipal codes and regulations as may apply to a specific project.

In addition to the final approval, designs must be acceptable to the County of Orange; the Coastal Commission; the local Community Association(s); OC Public Works; and A&E Project Management, or equivalent organization in the other County of Orange's Departments and Agencies, and may require acceptance by one or more of the following agencies:

| ITEMS | AGENCY |
|---|---|
| Food Service and Handling | County of Orange Health Care |
| Fire Prevention | State / County of Orange / City Fire Marshals |
| Library Facilities | State Librarian and State Architect |
| Permits | County of Orange / City Building Departments |
| Probation Facilities Projects | California Department of Corrections & Rehabilitation |

**1.6 RELEASE OF INFORMATION PERTAINING TO PROJECTS**

The A-E shall not release any information for publication or public speeches pertinent to a project under construction without first securing written clearance and release from the County of Orange / OC Public Works, or equivalent organization in the other County of Orange's Departments and Agencies.

**ϖ ϖ ϖ ϖ END OF SECTION ONE ϖ ϖ ϖ ϖ**

# SECTION TWO — A-E SELECTION

## 2.0 SELECTION OF ARCHITECT/ENGINEER (A-E)

The County of Orange follows the current Design and Construction Procurement Policy Manual when soliciting A-E firms for Architect-Engineer Service Contracts.

The County of Orange solicits on a Qualifications-Based Selection (QBS) method to contract for professional services. The method of solicitation requires submission of Statements of Qualifications (SOQs) or Request for Proposals (RFPs) from qualified firms to secure Architect-Engineer (A-E) design support services for various projects. A-E firms in the County of Orange / A&E Project Management are notified via the County's on-line bid system (www.bidsync.com). Interested design firms must be able to provide the primary A-E services with in-house staff, and may include partnered firms to provide total project services. It is important to note that A-E firms have the option of submitting Statements for one or more, or any combination thereof for design support services; where it would apply.

Received Statements shall be evaluated by an evaluation committee on the basis of the responsiveness to the questions and requirements in the SOQ or RFP. Statements / Proposals will be competitively evaluated on the basis of criteria listed herein.

In a random order of importance the process shall consist of a competitive evaluation of written proposals and, if required, oral presentations. Evaluation criteria may include, but is not limited to, the following:

| **Written Proposals** | **Oral Presentations** |
|---|---|
| • Technical Expertise | • Presentation |
| • Key Personnel | • Technical Content |
| •Adequate Staff and Availability to Perform Services | • Project Manager |
| • Work plan /Approach | • Key Team Members |
| • Control of Cost and Schedules | • Communication Skills |
| • Reference Checks/Past Performance | • Project Understanding |
| •Proposal Organization/Completeness of Response | • Project Schedule |
| • Compliance with the County of Orange Model Contract | • Other (Project Specific) |
| • Other (Project Specific) | |

Statements deemed to meet all minimum SOQ / RFP requirements will be scored based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each Statement, and the Statements will be rank ordered based upon the firm(s) submitted written materials.

Even though one of the processes is called a RFP, California Government Code §4526 requires the County of Orange to select A-E firms based on demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required and not lowest price proposal.

More details about the selection process are normally furnished when you receive a request to submit either a Statement of Qualifications (SOQ) or a Request for Proposals (RFP). Please feel free to contact OC Public Works / A&E Project Management or equivalent organization in the other County of Orange's Departments and Agencies, with any questions.

## 2.1 PROJECT SCOPE STATEMENT AND SCOPE OF WORK

Once an A-E firm is selected, they will be contacted by OC Public Works / A&E Project Management staff, or equivalent organization in the other County of Orange's Departments and Agencies, to provide A-E professional services. Requirements will be discussed and a Scope Statement provided; then the A-E shall prepare a written Scope of Work that will include the specific work to be performed, including the costs and time required to complete the project / task. OC Public Works / A&E Project Management staff, or equivalent organization in the other County of Orange's Departments and Agencies, will then review the A-E's Scope of Work (based on the A-E Guide), proceed with negotiation of costs and, when satisfied, depending on type of contract issue an Agreement to proceed with work.

## 2.2 PROJECT DESIGN SCHEDULE

During the negotiation process, a project design schedule will be prepared showing the milestones of completion dates or work time-line for each phase of the project. The schedule will allow project appropriate County periods for project reviews and approvals.

The A-E shall be expected to complete each phase of the design on or before the date agreed (or within the allowed time period) upon in the schedule. The A-E will not be responsible for delays in receiving County of Orange approvals or other delays beyond his control. The timely performance of consultants is considered within the prime firm's control and responsibility.

Submittals at each phase shall be complete and not fragmentary.

Approval at each phase will be in writing by OC Public Works / A&E Project Management, or equivalent Departments or Agencies within the County of Orange. Unless major revisions are required, the A-E will be given approvals "as noted" and will be expected to incorporate comments in the next phase of the work. OC Public Works / A&E Project Management, or the equivalent organization in the other County of Orange's Departments and Agencies, review of the construction documents will be accomplished concurrently with the OC Planning. It shall be the responsibility of the A-E to call to the attention of the County Project Manager any inconsistencies which may result from the separate reviews. Following revision of the construction documents and upon receipt of approval for permit from OC Planning; one set of plans (matching approved for permit set) wet stamped (Architect and / or Engineer as required) and signed, and electronic copy, shall be delivered to the County Project Manager for County to issue for County approvals and Bid. This construction document submittal shall include the final estimate of construction cost.

**ϖ ϖ ϖ ϖ END OF SECTION TWO ϖ ϖ ϖ ϖ**

# SECTION THREE — GENERAL DESIGN INFORMATION

## 3.0 GENERAL

Projects may follow a variety of paths from inception to bidding. To insure the success of each project, the A-E firm shall become familiar with all the County of Orange submission phases and incorporate applicable components of each phase into the next required submission. The work of each phase shall be based on the work of the previous phase.

Each submission phase described herein includes the preparation of a submission, and its review and approval. The guidelines of this section outline for each phase the specific minimum performance required of the A-E including the level of detail to be produced, and the content and format of the phase to be submitted. As described in detail throughout this part, the A-E shall engage in a diligent, systematic analysis of the project requirements and limitations during all phases of design. The goal shall be the resultant facility, its systems and equipment, are truly responsive to the functional and budgetary demands of the project, and adhere to the standards and guidelines set forth in the A-E Guide. Failure to adhere to the standards and guidelines set forth in the A-E Guide may compromise the County of Orange / A&E Project Management's, or equivalent Departments or Agencies within the County of Orange, ability to provide quality projects in a timely manner to meet forecasted submission dates.

Design is a continuing process; it is hard to define when it begins and when it ends. For the purpose of milestone submissions, design is commonly broken into discrete phases, allowing the A-E to present an integrated design package and the client to commit to proceeding to the next phase. Design is usually thought to progress in a linear fashion through a series of steps / phases / milestones – each of which results in a more complete definition of the design until the project is sufficiently detailed to go into documentation for bidding and construction. Most often the design process is not so orderly. Evolving program requirements, budget realities, increased knowledge of site and facility considerations, reviews, and many other factors make it necessary to go back and modify previous steps.

All project design work shall include:

Project Administration and Management

a. Project Administration
   Tasks include the following: consultation, research, conferences, communications, meeting minutes, travel, progress reports, and direction of the work of project team.
b. Disciplines Coordination / Document Checking
   Tasks include the following: coordination between the architectural work and the engineering work and other involved disciplines for the project. Review and checking of documents prepared for the project.
c. Consulting / Review / Approval
   Tasks include the following: agency consultations, research applicable regulations, appearance on Client's behalf at agency and community meetings.
d. Applicable building code analysis.
e. County of Orange-Supplied Data Coordination
   Tasks include the following: review and coordination of data furnished by County of Orange, assistance in establishing criteria, assistance in obtaining data.
f. Schedule monitoring.
g. Presentations to County of Orange / Clients.
h. Coordination with the preparation of Basis of Design which includes details of County of Orange / Client requirements from every involved trade.

### 3.1 COUNTY PROJECT ADMINISTRATION

In general, the administration of projects is the responsibility of OC Public Works / A&E Project Management, or equivalent Departments or Agencies within the County of Orange. A County Project Manager will be assigned to each project. The County Project Manager is the primary point of contact for the County of Orange with the A-E, and will provide the coordination and information to the A-E firm necessary to accomplish the project. The County Project Manager will normally attend conferences with the A-E and other County of Orange agencies which may be involved in the project.

### 3.2 A-E FIRM PROJECT ADMINISTRATION

The A-E firm shall appoint a qualified person as Project Architect or Engineer and/or Project Manager to coordinate the project from start to finish. It is expected that a principal of the firm will be kept fully advised of the project progress by the Project Architect or Engineer and/or Project Manager. See Architect-Engineer Agreement.

The A-E will participate in project meetings at each phase of the project including but not limited to: design phase, construction phase, commissioning and closeout. Meetings may be held in person and/or via web-conference or teleconference.

The A-E shall be responsible to take, chronologically prepare, and distribute meeting minutes within a minimum of five days for all project meetings attended by the A-E, provide draft electronic copies of meeting minutes for the County Project Manager's review, and issue final meeting minutes. County Project Manager provides A-E with the format for preparation of construction meeting minutes.

### 3.3 A-E FIRM PAYMENTS

The Agreement provides for monthly progress payments to the A-E for the work performed within each phase after approval of the preceding phase.

Payment for reimbursable items shall be made with proof of receipts as the costs are incurred. The A-E must submit his Request for Payment on the standard form as prescribed by OC Public Works / A&E Project Management, or equivalent Departments or Agencies within the County of Orange.

### 3.4 A-E FIRM PROGRESS REPORTS

The A-E shall submit a biweekly progress report through final design phase, or as described in the Scope of Work, in a format agreed upon by County Project Manager.

The report shall be brief and clearly indicate any problem areas or delays that may have been encountered in the period covered by the report. Information, decisions, or assistance that are required to keep the work on schedule shall be clearly noted in the report.

The report should be discussed with the assigned County Project Manager assigned to the project when the report is submitted.

### 3.5 COMMUNICATION WITH OC DEVELOPMENT SERVICES AND OTHER REQUIRED DEPARTMENTS

The A-E will, with the assistance of the County Project Manager, establish liaison with the Building Department having jurisdiction (usually the County of Orange) early in the design development phase of the project. Such liaison will aid in resolving code difficulties at an early stage, familiarize the Building Department with the project, and help expedite the final plan check.

The A-E will, with the assistance of the County Project Manager, establish liaison with OC Facilities Maintenance & Central Utility Facility (CUF) (if necessary) early in the design development phase of the project. Such liaison will aid in resolving design concerns at an early stage, familiarize OC Facilities Maintenance & CUF with the project, and help expedite the final turnover of the project once construction is complete.

### 3.6 CONTRACTOR'S OPTIONS

Drawings and specifications should be prepared to permit the Contractor a choice of materials and/or methods when different materials or methods would be equally satisfactory for the purpose and are comparable in cost. The choices shall be discussed during design meetings and approval received from OC Facilities Maintenance & CUF, if necessary.

**ϖ ϖ ϖ ϖ END OF SECTION THREE ϖ ϖ ϖ ϖ**

# SECTION FOUR — BASIC SERVICES

## 4.0 INITIAL PROJECT START-UP

The initial project review is the first step for the A-E to review project scope and existing conditions with the project team, Client representatives, and County Project Manager.

A. Project Commencement

(1) Review the design schedule and the milestones, including the time allowed for the deliverables and approvals required at each milestone. A-E shall make available resources and personnel to perform the work according to the project schedule. This includes coordination with all sub-consultants. Direct all questions regarding the requirements to the County Project Manager.

(2) Review all contractual requirements, including the A-E Guide and project specific Scope of Work, and become familiar with the requirements. Review the specific phase submissions and guidelines applicable to the project. Direct all questions regarding the requirements to the County Project Manager.

B. Project Kick-Off Meeting

(1) The A-E shall review and clarify the project intent and scope with all stakeholders (County Project Manager, Client, appropriate facility staff and other project impacted organizations)

(2) The A-E shall become familiar with factors and restrictions that may affect the project.

C. Site Review

(1) The A-E will be responsible for all necessary field investigations needed to confirm and document the existing conditions. Per approved project Scope of Work, perform all testing required to adequately design the project such as: geotechnical investigations, utility surveys, topographic surveys, test borings, hazardous material testing, destructive testing (masonry investigation, concrete cores, and window removals), hydrant flow tests, etc., and review with the County Project Manager.

(2) Using available existing building plans, site plans, geotechnical information, etc., provided by OC Public Works / A&E Project Management, the A-E shall review existing drawings, reports and documentation that pertain to the project area. The County Project Manager may provide assistance in obtaining additional data.

(3) Make site visit arrangements through the County Project Manager. Site visits may require security clearances at certain facilities, which may take several weeks to process.

(4) Develop, as needed, an agenda for the Initial Site Visit with the County Project Manager to be used as a basis of discussion. Agenda could include the following: scope, options, design and construction schedule, budget, contact information, communications protocol, and future site investigations.

## 4.1 PROGRAM PHASE

Architectural (or engineering) programming services may also be requested as part of the project scope of work. In a typical project, the Program Phase clarifies the scope of work; when programming services are required, the project Scope of Work will include programming as a pre-design service. Programming may be part of the County's Project Initiation Phase for overall scope and budget development work or it may be used to refine project scope within a budgeted project. Programming is the study, information gathering, analysis of data, and development of specific project requirements. Programming results in the development of a written report. The usual deliverable is a written program. The program is a comprehensive document that may include documentation of the methodology used, an executive summary, value and goal statements, the relevant facts, data analysis conclusions, and the project requirements, including space and equipment listings by function and size, relationship diagrams, space program sheets, stacking plans, precept drawings, and flow

diagrams. Photographs or even videos may be used to illustrate project requirements. A comprehensive program may also include project cost estimates and a project schedule.

A-Es retained to provide programming services or similar pre-project studies will not be retained for the actual project design.

## 4.2 PROJECT DESIGN PHASES

Projects for design work will generally follow the phasing as follows:

A. SCHEMATIC DESIGN

Purpose:

(1) The primary objective of Schematic Design Phase is to arrive at a clearly defined, feasible concept and to present it in a form that achieves County of Orange / Client understanding and acceptance. Although the design is not entirely represented, the schematic drawings can demonstrate basic spaces, scale, and relationship of components.

(2) The secondary objective is to clarify how the project Program objectives will be met; explore alternative design solutions, and provide a reliable basis for analyzing the cost of the project.

(3) Due to elemental aspects of graphic illustration, the A-E also needs to explain in writing what scope is not apparent to the County of Orange / Client. The drawings and scope provide the estimator with the basic scope for formulating the (Basis of Estimate) cost estimate.

Design Objective:

(1) The A-E shall consult with the assigned County Project Manager to further ascertain the requirements of the project's Scope of Work.

(2) The A-E shall make as many site visits as required to make sure he is knowledgeable about existing conditions and to verify that existing documentation matches the existing conditions in the field.

(3) The A-E shall prepare schematic design studies and site utilization plans leading to a recommended solution for written approval by A&E Project Management, or the equivalent organization within the other County of Orange Departments and Agencies. (Schematics shall normally consist of a site plan, equipment inventory, relationship diagrams, and floor plans or equipment layouts)

(4) The A-E shall prepare a preliminary Basis of Estimate of project construction cost.

Architectural Design / Documentation:

(1) Services during this phase respond to program requirements and consist of preparation of:
   a. Conceptual site and building plans.
   b. Preliminary sections and elevations.
   c. Preliminary selection of building systems, materials, and equipment.
   d. Development of approximate dimensions, areas, and volumes.

Structural Design / Documentation:

(1) Services during this phase consist of recommendations for basic structural materials and systems, analyses, and development of conceptual design solutions for:
   a. Predetermined structural system.
   b. Alternate structural systems.

Mechanical Design / Documentation:

(1) Services during this phase consist of alternate materials, systems and equipment, and development of conceptual design solutions for:
   a. Energy source(s).
   b. Energy conservation.

c. Heating and ventilation.
d. Air conditioning.
e. Plumbing.
f. Fire protection.
g. Special mechanical systems.
h. Process systems.
i. General space requirements.

Electrical Design / Documentation:

(1) Services during this phase consist of consideration of alternate systems, recommendations regarding basic electrical materials, systems, and equipment, analyses, and development of conceptual design solutions for:
   a. Power service and distribution.
   b. Lighting.
   c. Telephones.
   d. Fire detection and alarms.
   e. Security systems.
   f. Electronic communications.
   g. Special electrical systems.
   h. General space requirements.
   i. The Designer should indicate power utility and obtain the available fault current in the general area.

Civil and Landscape Design / Documentation:

(1) Services during this phase consist of soils testing, consideration of alternate materials and systems, and development of conceptual design solutions for:
   a. On-site utility systems.
   b. Off-site utilities work.
   c. Fire protection systems.
   d. Drainage systems.
   e. Paving.
   f. Land forms.
   g. Lawns and planting.
   h. Storm water management.

Interior Design / Documentation:

(1) Services during this phase consist of space allocation and utilization plans based on functional relationships, consideration of alternate materials, systems and equipment, and development of conceptual design solutions for architectural, mechanical, electrical and equipment requirements in order to establish:
   a. Conceptual space plans including architectural and furniture wall or partition locations following County Workplace Design Guidelines, as much as possible.
   b. Reflected ceiling, doors and hardware, cabinetry, and other project specific layouts in coordination with conceptual space plans.
   c. Furniture and equipment layouts.

Materials Research/Specifications:

(1) Services during this phase consist of:
   a. Identification of potential architectural materials, systems and equipment, and their criteria and quality standards consistent with the conceptual design.
   b. Investigation of the availability and suitability of alternative architectural materials, systems, and equipment.
   c. Coordination of similar activities of other disciplines.

Project Scheduling:

(1) Review and update previously established project schedules or initial development of project schedules (if not previously established) for decision making, design, documentation, contracting, and construction.

Project Basis of Estimate:

(1) Review and update project costs.

Deliverables:

(1) Basis of Design Document
   a. Illustrate the general form, scale, and relationship of the major project components, type of construction proposed, and the building systems and equipment recommended.
   b. This is a general description of the work indicating the major systems and materials choices for the project, but usually providing little detailed product information.
   c. Details of County of Orange / Client project requirements. Include materials and equipment requested to be utilized.
(2) Drawings
   Drawings may be simple, free-hand sketches, and single-line site and floor plans of sufficient accuracy to give a reasonable indication of the proposed schemes. Typically presented at the smallest scale that can clearly illustrate the concept (perhaps 1/16" = 1'-0" for larger buildings and 1/8" = 1'-0" for smaller buildings).
(3) Code Compliance and Other Regulatory Requirements
   Provide code compliance diagrams on the drawings. Code issues and solutions should be identified and resolved at this stage of the project development. Regulatory requirements should be identified and implementation planning begun.
(4) Project Basis of Estimate
   a. The estimate, while high level, shall include all anticipated trades (CSI format) and shall be broken down into major trades or systems (for example, foundations, structure, exterior closure, interior partitions, finishes, plumbing, mechanical, electrical, site, and equipment).
   b. The estimate may include a preliminary analysis of the Client's budget, with recommendations for changes based on site, marketplace, or other unusual conditions encountered in the schematic design.
   c. Include contingencies for further design development, market contingencies, and changes during construction.
   d. Include tax on materials, equipment, Contractor estimated overhead & profit, and any extra project costs anticipated to be required.
   e. Cost estimates that exceed initial project budget shall be reviewed by County, and if approved, necessary contract related changes to be made. If not approved, revisions to scope and design may be required.
(5) Project Schedule
   Develop project schedule milestones and interim submissions.
(6) Plan Distribution
   The A-E and the County Project Manager should determine formats, number of copies, and distribution of submission documents required for this phase.

Optional Services:

The following services may include, but are not limited to, the project Special Services and shall be defined in project Scope of Work.

(1) Architectural programming.
(2) Life-Cycle Cost Analysis.
(3) Special Renderings.
(4) 3D Modeling.

(5) Energy Analysis and Design.
(6) Value Analysis / Value Engineering.
(7) Hazardous Materials identification and testing.
(8) Special permitting (air quality, health etc.).
(9) Commissioning (determine what Phase to begin this service).
(10) Arc Flash and Coordination studies can be optional for the Engineer or can be contracted within the project. The system model can be updated based on design.

Schematic Design Phase Gate:

(1) The final step in the Schematic Design Phase is for the A-E to obtain formal County Project Manager and Client approval before proceeding to the Design Development Phase or the next designated phase. Present the Basis of Design to the County of Orange / Client for input and acceptance.
**(2) County approval required to proceed to next Phase.**

B. DESIGN DEVELOPMENT

Purpose:

(1) The objectives of the Design Development Phase are different from those of Schematic Design Phase. The primary purpose is to define and describe all important aspects of the project so that all that remains is the formal documentation step of construction contract documents.
(2) The Design Development Phase focuses more on the technical aspects of materials and building systems. Although this phase allows the A-E to finalize space and function to a great degree, the primary achievement is to enable the Client to understand how the project will function as well as give more detail about what it will look like.
(3) The Design Development Phase is the period when all the issues left unresolved at the end of schematic design can be worked out, and at a scale that minimizes the possibility of major modifications during the construction documents phase. It is also the period in which the design itself achieves the refinement and coordination necessary for a quality project.
(4) While most design issues should be resolved by the end of design development, some will continue to be refined, resolved, or modified during the construction documents, bidding, and construction phases of the project.

Design Objective:

(1) The A-E shall prepare, from the approved schematic design studies, the design development documents consisting of relevant site plans, floor plans, interior plans, exterior plan elevations, and building sections. Plans may consist of architectural, civil, structural, electrical, mechanical/plumbing, and related systems as well as outline specifications necessary to repair and/or define the character of the project and indicate the equipment and materials to be used. Detailed drawings, dimensions, and schedules shall be presented as needed to enable County to verify program requirements. The design development documents, when approved in writing, will form the basis for the construction documents.
(2) The A-E shall develop a detailed estimate of the cost further refining the Schematic Design estimate and assuring that the project will be designed within the contract budget.
(3) The A-E shall provide drawings and charts as necessary for presentation of the project to the Board if requested by OC Public Works or other Departments or Agencies within the County of Orange.

Architectural Design / Documentation:

(1) Services during this phase consist of continued development and expansion of the architectural Schematic Design documents to establish the final scope, relationships, forms, sizes, and appearance of the project through:
   a. Plans, sections, and elevations.

b. Typical construction details.
c. Three-dimensional sketches, as necessary.
d. Final materials selections.
e. Equipment layouts.

Structural Design / Documentation:

(1) Services during this phase consist of continued development and of the specific structural system (s) and Schematic Design documents in sufficient detail to establish:
   a. Basic structural system and dimensions.
   b. Final structural design criteria.
   c. Foundation design criteria.
   d. Preliminary sizing of major structural components.
   e. Critical coordination clearances.
   f. Outline specifications or materials lists.

Mechanical Design / Documentation:

(1) Services during this phase consist of continued development and expansion of the mechanical Schematic Design documents and development of outline specifications or materials lists to establish:
   a. Approximate equipment sizes and capacities.
   b. Preliminary equipment layouts.
   c. Required space for equipment.
   d. Required chases and clearances.
   e. Acoustical and vibration control.
   f. Visual impacts.
   g. Energy conservation measures.

Electrical Design / Documentation:

(1) Services during this phase consist of continued development and expansion of the electrical Schematic Design documents and development of outline specifications or materials lists to establish:
   a. Criteria for lighting, electrical, and communications systems.
   b. Approximate equipment sizes and capacities.
   c. Preliminary equipment layouts.
   d. Required space for equipment.
   e. Required chases and clearances.
   f. Visual impacts.
   g. Energy conservation measures.
   h. Single line diagrams and any required Piping and Instrumentation Diagrams (P&IDs) required in order look at preliminary layouts.

Civil and Landscape Design / Documentation:

(1) Services during this phase consist of continued development and expansion of civil and landscape Schematic Design documents and development of outline specifications or materials lists to establish the final scope and preliminary details for on-site and off-site civil engineering work and landscaping work.

Interior Design / Documentation:

(1) Services during this phase consist of continued development and expansion of interior Schematic Design documents and development of outline specifications or materials lists to establish final scope and preliminary details relative to:
   a. Interior construction of project.
   b. Special interior design features.

c. Furniture, furnishings, and equipment selections.
d. Materials, and finishes and colors.

Materials Research/Specifications:
(1) Services during this phase consist of:
a. Development of architectural outline specifications or itemized lists and brief form identification of significant architectural materials, systems, and equipment and their criteria and quality standards.
b. Coordination of similar activities of other disciplines.
c. Production of design manual including design criteria and outline specifications or materials lists.

Project Scheduling:
(1) Review and update previously established schedule milestones for the project.

Project Basis of Estimate:
(1) Review and refine project costs:
a. Review and refine project costs.
b. Availability of materials.
c. Project delivery procedures.
d. Construction sequencing and scheduling.
e. Changes in scope of the project.
f. Adjustments in quality standards.

Deliverables:
(1) Design Development Phase deliverables should include:
a. Technical information about special systems and subsystems to be incorporated into the project.
b. Outline specifications and more detailed drawings to establish the size and character of the entire project including architectural, structural, mechanical, and electrical systems.
c. The products of this phase are similar to those of the Schematic Phase.
(2) Drawings and Specifications
a. Drawings and specifications that fix and describe the size and character of the project.
b. The drawings and specifications provide much greater detail and refinement than the Schematic Phase.
c. The A-E shall provide to the County Project Manager, “CAD Files” and/or “PDF Files” upon request at any stage during the project.
(3) Code Compliance
Provide updated code compliance diagrams on the drawings. Code issues and solutions should be identified and resolved at this stage of the project development. Code review and compliance should be further refined at this stage of the project.
(4) Project Basis of Estimate
a. The estimate shall include costs for material and labor for all anticipated trades (CSI format) and shall be broken down into major trades or systems (for example, foundations, structure, exterior closure, interior partitions, finishes, plumbing, mechanical, electrical, site, and equipment).
b. The estimate may include a preliminary analysis of the County’s budget, with recommendations for changes based on site, marketplace, or other unusual conditions encountered in the schematic design.
c. Include contingencies for further design development, market contingencies, and changes during construction.

d. The estimate shall include taxes and contractor estimated overhead & profit, as well as any extra project costs anticipated being required.
e. Optional or alternate cost items shall be estimated to assist County in making project budget decisions.
f. Cost estimating shall be based upon an estimated construction timeline.

(5) Project Schedules
Review and update previously established schedule milestones for the project.

(6) Distribution
The A-E and the County Project Manager should determine formats, number of copies, and distribution of submission documents required for this phase.

Optional Services:
The following services may include, but are not limited to, the project Special Services and shall be defined in project Scope of Work.
(1) Life-Cycle Cost Analysis.
(2) Special Renderings.
(3) 3D Modeling.
(4) Energy Analysis and Design.
(5) Value Analysis / Value Engineering.
(6) Hazardous Materials identification and testing.
(7) Special permitting (air quality, health etc.).

Design Development Phase Gate:
(1) The final step in the Design Development Phase is for the A-E to obtain formal County Project Manager and Client approval before proceeding to the next designated phase.
**(2) County approval required to proceed to next Phase.**

**ϖ ϖ ϖ ϖ END OF SECTION FOUR ϖ ϖ ϖ ϖ**

# SECTION FIVE — CONSTRUCTION DOCUMENT PHASE

## 5.0 GENERAL

(1) Specifications are printed documents that establish procedures and requirements for a particular project. Specifications are legally enforceable as contract documents and must be prepared with concern and respect of their legal status. Specifications should include the correct use of words and grammar with properly constructed sentences and paragraphs. Specifications must be clear, correct, complete, concise, and precise:

a. Clear: Use correct grammar and simple sentences to avoid ambiguity. Use carefully selected words to convey exact meanings.
b. Correct: Present information accurately.
c. Complete: Do not leave out important information.
d. Concise: Eliminate unnecessary words, but not at the expense of clarity, correctness, or completeness.
e. Precise: Strictly state exact details.

(2) County of Orange / OC Public Works policy is that specifications are written descriptions that together with the drawings form complete statements. These statements are intended to communicate the requirements of the project to a wide variety of people in the clearest way possible.

## 5.1 SPECIFICATION FORMAT

Specifications provided by the A-E shall be prepared in accordance with the current standards of the Construction Specifications Institute. Complete information regarding the CSI Master Format July 2014 Edition may be secured from the Institute, 601 Madison St., Alexandria, VA 22314-1791. (Web site: http://www.csinet.org)

## 5.2 COUNTY CONTRACT DOCUMENTS

The following County contract documents, together with the A-E provided technical specifications and drawings, form the project Contract Documents bid package:

Division 00 – Procurement & Contracting Requirements

000115 Drawing Sheet Index
001116 Notice Inviting Bids
002113 Instructions to Bidders
002400 Description of Project
004200 Proposal
004546 Child Support Enforcement Form
005200 Agreement (Construction)
006113.13 Faithful Performance Bond
006113.16 Labor and Material Payment Bond
006216 Sample Certificate of Insurance Form
007200 General Conditions
007300 Supplementary Conditions

Division 01 – General Requirements

011100 Summary of Work
012100 Allowances
012300 Alternates
012500 Substitutions & Product Options
012973 Schedule of Values
013113 Coordination
013119 Project Meetings

013213 Construction Schedules
013300 Submittals
014000 Quality Requirements
014500 Cutting and Patching
015000 Construction Facilities & Temporary Control
016000 Reference Standards
017700 Contract Closeout
017823 Operations and Maintenance Data
017836 Warranties and Guarantees

These documents will be provided by OC Public Works / A&E Project Management, or equivalent Departments or Agencies within the County of Orange, and shall be included in the specification book or manual in the above sequence and placed in front of the technical specifications. The typical forms for these documents, which the County of Orange has adopted, will be furnished to the A-E via email or on computer disc. At the time the A-E submits the technical specifications, the A-E will also be responsible for providing the final version of the specifications via email or on computer disc. (Any changes in the specifications are to be updated as part of the Close-Out Phase Guidelines).

### 5.3 FINAL DESIGN SPECIFICATIONS

Specifications at the final stage shall be, to the best of the A-E's knowledge, final and complete with all elements thoroughly checked and coordinated and with sufficient detailed information to permit accurate bidding and construction of the project. Particular emphasis shall be placed on coordination of the various elements of the specification where portions are prepared by A-E consultants. The A-E is responsible for verifying that all of the final specifications do not contradict the front end Contract Documents from the County. A-E specifications that partially repeat, overlap, or conflict with County documents will be returned to be re-written; at no cost to the County. The A-E must also verify that they have not placed any language in the specifications that transfer liability to the Contractor for items not specifically detailed in the contract specifications. The final specifications are also to be provided via, email or on a computer disc which is in a format compatible with *Microsoft Office*.

### 5.4 FINAL DESIGN CONSTRUCTION DOCUMENTS

(1) Based on the approved design development documents, the A-E shall prepare the working drawings and specifications which shall set forth and prescribe in detail the work to be done and the materials, workmanship, finishes, and equipment required for the architectural, structural, mechanical, and electrical work, as well as site work.
(2) A licensed California State Registered Architect, Registered Landscape Architect, or Professional Engineer's stamp and signature are required on each drawing sheet including asbestos abatement and other hazardous materials mitigation design drawings.
(3) The A-E shall secure an approved, stamped set of plans from OC Planning before the project may be bid.
(4) Mark all drawing sheets with "**Bid Document**" and the final submission date in the place holder. Delete all references to previous submission milestones and dates.
(5) Drawings must be complete and include all required information for contractor to perform a bid take-off. Project scope must be clearly shown or indicated.

### 5.5 PROPOSAL / BIDDING ITEMS

The A-E shall provide a written construction project phasing/timeline for use in developing the A-E's final cost estimate as well as in bid documents as part of the project description. The A-E shall provide a detailed final construction cost estimate based on a material take-off from the construction documents and upon the proposed construction phasing/timeline. The cost estimate shall include costs for material and labor for all anticipated trades (CSI format July 2014); Contractor estimated

overhead & profit and any extra project costs anticipated being required. Any specific bid-alternate items shall also be estimated.

The A-E shall in conjunction with OC Public Works / A&E Project Management, or the equivalent Departments or Agencies within the County of Orange, will establish the bidding items. It is intended that the basic bid item will provide for the maximum usable project for the funds available. Although additive bid items are acceptable pursuant to Public Contract Code section 20103.8, it is preferred, when necessary, to set up deductive bid items in order to ensure an award being made within funds available. The number of deductive bid items shall normally be limited to a maximum of two (2). The number of deductive bid items and the estimated deductive amounts per item will depend upon the individual project.

As a general rule, the estimated deductive cost for each bid item should amount to at least two thousand dollars ($2,000) or a minimum of two (2) percent of the estimated construction cost, whichever is greater.

## 5.6 PROPRIETARY SPECIFICATIONS

State Codes do not permit the use of proprietary specifications in County of Orange work in most instances. Section 3400 of the California Public Contract Code is quoted for compliance by the A-E:

**Article 5**
**PREFERENCE FOR MATERIALS**

**§ 3400. Bids on public works; specification by brand or trade names not permitted**

(a) The Legislature finds and declares that it is the intent of this section to encourage contractors and manufacturers to develop and implement new and ingenious materials, products, and services that function as well, in all essential respects, as materials, products, and services that are required by a contract, but at a lower cost to taxpayers.
(b) No agency of the state, nor any political subdivision, municipal corporation, or district, nor any public officer or person charged with the letting of contracts for the construction, alteration, or repair of public works, shall draft or cause to be drafted specifications for bids, in connection with the construction, alteration, or repair of public works, (1) in a manner that limits the bidding, directly or indirectly, to any one specific concern, or (2) calling for a designated material, product, thing, or service by specific brand or trade name unless the specification is followed by the words “or equal” so that bidders may furnish any equal material, product, thing, or service. In applying this section, the specifying agency shall, if aware of an equal product manufactured in this state, name that product in the specification. Specifications shall provide a period of time prior to or after, or prior to and after, the award of the contract for submission of data substantiating a request for a substitution of “an equal” item. If no time period is specified, data may be submitted any time within 35 days after the award of the contract.
(c) Subdivision (b) is not applicable if the awarding authority, or its designee, makes a finding that is described in the invitation for bids or request for proposals that a particular material, product, thing, or service is designated by specific brand or trade name for any of the following purposes:
(1) In order that a field test or experiment may be made to determine the product’s suitability for future use.
(2) In order to match other products in use on a particular public improvement either completed or in the course of completion.
(3) In order to obtain a necessary item that is only available from one source.
(4) (A) In order to respond to an emergency declared by a local agency, but only if the declaration is approved by a four-fifths vote of the governing board of the local agency issuing the invitation for bid or request for proposals.

(B) In order to respond to an emergency declared by the state, a state agency, or political subdivision of the state, but only if the facts setting forth the reasons for the finding of the emergency are contained in the public records of the authority issuing the invitation for bid or request for proposals.

**5.7 APPROVED MANUFACTURERS**

The A-E shall, if at all possible, list a minimum of **three (3) approved manufacturers** for each item specified.

**ϖ ϖ ϖ ϖ END OF SECTION FIVE ϖ ϖ ϖ ϖ**

# SECTION SIX — COST ESTIMATES

## 6.0 FORMAT

The A-E shall submit a cost estimate at the completion of each phase of the design process or as indicated by the terms of the contract. The estimate shall be submitted in the standard format as prescribed by OC Public Works/A&E Project Management or the equivalent Department or Agency within the County of Orange. Costs shall be broken down in compliance with the CSI Master Format July 2014 Edition.

## 6.1 PROCEDURE

The project cost estimate shall be the estimated cost of construction for the project (*i.e.,* the expected low bid for the complete work) escalated as necessary to the anticipated bid opening date. This figure will be escalated, if necessary, by an agreed amount for the period between the anticipated bid date and the actual bid date.

The project cost estimate, except as escalated, cannot exceed the estimated cost of construction provided in the Agreement. If the cost estimate exceeds this amount, the construction documents shall be revised or provide for a fully usable facility within the authorized amount by means of deductive bid terms.

The project cost estimate shall show the price for deductive bid items provided for in the construction documents. In some instances, it may be advantageous to use a base bid below the authorized construction cost limit and use additive bid items.

**The importance of designing within the authorized cost limit cannot be overemphasized.** It is the responsibility of the A-E to advise OC Public Works/A&E Project Management or the equivalent Department or Agencies within the County of Orange immediately if a cost limit appears unrealistic.

The final cost estimate shall be prepared in sufficient detail so that it represents a reasonable estimate of the work. It shall normally be based on a material take-off. Detailed estimates shall correspond to the divisions of work in the specifications. The summary sheet shall show the major work divisions and show unusual elements of costs such as elevators, special foundations, unusual equipment costs, unusual site costs, *etc*.

*(Sample Format Attached)*

| DIVISION NO. | DESCRIPTION | QUANTITY | UNIT | UNIT COST | TOTAL |
|---|---|---|---|---|---|
| 01 | GENERAL REQUIREMENTS: | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |
| 02 | EXISTING CONDITIONS: | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |
| 03 | CONCRETE: | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |
| 04 | MASONRY: | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |
| 05 | METALS: | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |
| 06 | WOOD, PLASTICS, AND COMPOSITES: | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |
| 07 | THERMAL AND MOISTURE PROTECTION: | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |
| 08 | OPENINGS: | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |
| 09 | FINISHES: (INTERIOR FINISHES) | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |
| 10 | SPECIALTIES: (EXAMPLE - SIGNS, TOILET ACCESSORIES) | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |
| 11 | EQUIPMENT: (EXAMPLE - KITCHEN EQUIPMENT) | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |
| 12 | FURNISHINGS: | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |

| DIVISION NO. | DESCRIPTION | QUANTITY | UNIT | UNIT COST | TOTAL |
|---|---|---|---|---|---|
| 13 | SPECIAL CONSTRUCTION: (EXAMPLE - GREENHOUSES) | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |
| 14 | CONVEYING EQUIPMENT: (ELEVATORS, ESCALATORS, LIFTS) | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |
| 15 | RESERVED: | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |
| 16 | RESERVED: | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |
| 17 | RESERVED: | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |
| 18 | RESERVED: | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |
| 19 | RESERVED: | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |
| 20 | RESERVED: | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |
| 21 | FIRE SUPPRESSION: | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |
| 22 | PLUMBING: | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |
| 23 | HEATING, VENTILATING, AND AIR CONDITIONING: | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |
| 24 | RESERVED: | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |

| DIVISION NO. | DESCRIPTION | QUANTITY | UNIT | UNIT COST | TOTAL |
|---|---|---|---|---|---|
| 25 | INTEGRATED AUTOMATION: | | | | |
| | | | | | |
| | Sub-Total: | | | | |
| 26 | ELECTRICAL: | | | | |
| | | | | | |
| | Sub-Total: | | | | |
| 27 | COMMUNICATIONS: | | | | |
| | | | | | |
| | Sub-Total: | | | | |
| 28 | ELECTRONIC SAFETY AND SECURITY: | | | | |
| | | | | | |
| | Sub-Total: | | | | |
| 29 | RESERVED: | | | | |
| | | | | | |
| | Sub-Total: | | | | |
| 30 | RESERVED: | | | | |
| | | | | | |
| | Sub-Total: | | | | |
| 31 | EARTHWORK: | | | | |
| | | | | | |
| | Sub-Total: | | | | |
| 32 | EXTERIOR IMPROVEMENTS: | | | | |
| | | | | | |
| | Sub-Total: | | | | |
| 33 | UTILITIES: | | | | |
| | | | | | |
| | Sub-Total: | | | | |
| 34 | TRANSPORTATION: | | | | |
| | | | | | |
| | Sub-Total: | | | | |
| 35 | WATERWAY AND MARINE CONSTRUCTION: | | | | |
| | | | | | |
| | Sub-Total: | | | | |
| 36 | RESERVED: | | | | |
| | | | | | |
| | Sub-Total: | | | | |

| DIVISION NO. | DESCRIPTION | QUANTITY | UNIT | UNIT COST | TOTAL |
|---|---|---|---|---|---|
| **37** | **RESERVED:** | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |
| **38** | **RESERVED:** | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |
| **39** | **RESERVED:** | | | | |
| | | | | | |
| | **Sub-Total:** | | | | |

| | | | |
|---|---|---|---|
| **BASE CONSTRUCTION TOTAL:** | *(Cost of all sub-totals above; Division 01 thru 39)* | | |
| **ESTIMATED CONTRACTOR'S OVERHEAD:** | *(Percentage of Base Construction Total Cost)* | % | |
| **ESTIMATED CONTRACTOR'S PROFIT:** | *(Percentage of Base Construction Total Cost)* | % | |
| **ESTIMATED CONSTRUCTION TOTAL COST:** | *(Base Construction Total plus Contractor Overhead & Profit)* | | |
| **ESTIMATED CONSTRUCTION ESCALATION:** *(Mo/Yr)* | *(Percentage of Estimated Construction Total Cost)* | % | |
| **ESTIMATED CONSTRUCTION LOCATION COST:** | *(Percentage of Estimated Construction Total Cost)* | % | |
| | | | |
| **ESTIMATED CONSTRUCTION CONTINGENCIES:** | *(Percentage of Estimated Construction Total Cost)* | % | |
| | | | |
| **FINAL TOTAL ESTIMATED PROJECT COST:** | | | |

ϖ ϖ ϖ ϖ **END OF SECTION SIX** ϖ ϖ ϖ ϖ

# SECTION SEVEN — TECHNICAL REQUIREMENTS FOR DRAWINGS AND ELECTRONIC DOCUMENT SUBMISSIONS

## 7.0 GENERAL

A. Virtually all vector-based CAD systems support the concept of layers. This function allows building design information to be organized in a systematic fashion, facilitates the visual display of the information on a computer screen, and allows the information to be efficiently converted to the conventional print media of drawings. Efficient use of layers can reduce document preparation time and improve document coordination. Organizing data by layers allows a single CAD file to contain a wealth of information about a building or facility. By turning selected layers on or off, data can be created, reviewed and edited according to a hierarchy that simulates the physical organization of building systems, the relative position of building elements, or the sequence of construction.

B. The need to exchange information during a projects life cycle with the County of Orange and Client necessitates answering many questions about drawing requirements electronic media, file format, etc.; the goal being to allow anyone to access, interpret, and disseminate information rapidly and in a uniform manner.

C. OC Public Works / A&E Project Management, or equivalent Departments or Agencies within the County of Orange, require that all drawings be created using the latest National CAD Standard with AIA's CAD Layer Guidelines to assure that plotted drawings have expected results. Web site: http://www.nationalcadstandard.org/ncs6/.

## 7.1 FORMAT

A. Drawings are to be prepared in compliance with the National CAD Standard. The Standard incorporates the CAD Layer Guidelines published by the American Institute of Architects, the Uniform Drawing System published by the Construction Specifications Institute.

B. Deliver vector, raster, and vector/raster hybrid digital files in a format that is directly compatible with:
   (1) Portable Document Files (pdf) with selectable and searchable text.
   (2) AutoCAD DXF Release 14; Microsoft Windows-based system, submitted on a compact disk read only memory (CD-ROM) or on a digital versatile disc - read only memory (DVD-ROM) or via email or ftp service.
   (3) Universal AutoCAD DXF, Revision 14; Microsoft Windows-based system, submitted on a compact disk read only memory (CD-ROM) or on a digital versatile disc - read only memory (DVD-ROM), or via email or ftp service.
   (4) Raster files in (.tif) or (.jpg) format.

## 7.2 DELIVERY MEDIA

**A.** At project completion, digital data sets should be furnished via compact disc-read only memory CD-ROM or DVD-ROM or via email or ftp service.

B. All media must be compatible with the Microsoft Windows operating system. When submitting digital media, an external label should contain, at a minimum, the following information:
   (1) Sequence number for multiple CD's, etc.
   (2) A short description of contents including the project number and title.
   (3) A digital index file containing a list of files and a brief description of each file that is included on the digital media.
   (4) Hand written CD-ROM or DVD-ROM labels will not be accepted.

C. A transmittal sheet shall accompany the media or will be attached as a PDF when sending files electronically via email or FTP Service. Contain at a minimum, the following information:
   (1) Information included on the external label of each CD; total number of CD's being delivered; list of the file names and file descriptions on each CD.
   (2) Certification that all delivery media is free of known computer viruses, including the name and version of the virus scanning software used, and the date the virus scan was performed.

D. Before placing files on the delivery digital media perform the following:
   (1) Remove all extraneous graphics outside the border area of each sheet, and set the active parameters to a standard setting or those in the seed/prototype file.
   (2) Attach all reference (external reference) files without device or directory specifications.
   (3) Remove plotting device references from each sheet.
   (4) Remove all unused level/layers, reference/xref drawings, block/cell library, styles, and data definitions from each sheet.
   (5) Include all graphic and non-graphic files necessary to print each complete sheet.
   (6) If necessary, files are only to be compressed using standard Windows compatible utilities. Include a copy of the utility on the CD.

E. The A-E will organize the files on each CD-ROM, DVD-ROM or other form of digital transmittal in the following manner:
   (1) CAD files will be organized in a root folder titled "CAD Files"
      - Individual CAD Files will be named in such a way as to clearly identify the associated sheets in the file name.
      - Xref and (.ctb) files should be placed within the root folder or within each subfolder.
      - Font files should be included in the root folder when using non-standard fonts.
   (2) PDF files will be organized in a folder titled, "PDF Files"
      - Individual PDF Files will be organized by trade in subfolders. Example: Architecture, Electrical, Mechanical, Plumbing, Civil, Structural, etc.
      - All fonts should be embedded.
      - Each sheet shall be a separate PDF file. Do not create PDF packages.

## 7.3 TITLE & PLAN SHEETS

The County of Orange / OC Public Works title & border sheet model file contains the title sheet and plan sheet line work that shall be used for project-specific symbols and text. Project information is added to the title sheet. Typically, each discipline will reference the same plan sheet for each project.

## 7.4 LEVEL / LAYER ASSIGNMENTS

A. CAD levels or layers are analogous to overlays in manual drafting systems and serve to separate graphic elements (lines, shapes, and text) according to the design discipline they represent.

B. The types of information represented by individual levels / layers can be grouped into two primary types: model-specific information and sheet-specific information.

   (1) Model-specific information represents the physical form of a site, a building, or objects composing a building. This information is often shared between drawings. Examples include walls, doors, light fixtures, and room numbers. Model-specific information may be either literal (e.g., walls) or symbolic (e.g., electrical outlets).

   (2) Sheet-specific information may include notes, annotative symbols, and titles. This type of information is usually not shared between drawings.

C. To use and manipulate model-specific and sheet-specific information effectively, every level/layer must be defined (standardized) by its name and its use.

## 7.5 LEVEL / LAYER NAMING CONVENTION

A. The reuse, not duplication, of graphic information reduces drawing time and improves project coordination. The level / layer is the basic tool used in CAD for managing graphic information. The levels/layers defined within these standards are based on the recommendations set forth in "AIA CAD Layer Guidelines".

B. Level/layer names consist of a two-character *Discipline Designator* (e.g., "A-" for Architectural, "M-" for Mechanical, etc.), followed by a four-character *Major Group* (e.g., "DOOR" for Doors, "LITE" for Lighting Fixtures), followed by four-character *Minor Group* (e.g., A-WALL-FULL-EXTR for exterior full height walls versus A- WALL-FULL-INTR for interior full height walls)

## 7.6 RECORD DRAWINGS

The following is applicable when the Agreement requires the preparation of record drawings showing "*AS-BUILT*" conditions upon completion of the construction of the project. A record of all changes occurring during construction will be made by the Contractor on a copy of the project drawings. At the conclusion of the project construction, the A-E will be furnished all drawings and prints marked by the Contractor. The CAD drawings shall be corrected to show "*AS-BUILT*" tracing changes indicated on the marked prints. Deleted or superseded portions of the drawings should be erased. The final "*AS-BUILT*" CAD drawings shall show **only** the actual construction, except when the original CAD drawing contains portions of the drawing marked "N.I.C." (*NOT IN CONTRACT*) or when optional methods of construction are shown. The optional methods of construction, which are not used, should be crossed out and noted, "*NOT BUILT*." The A-E is to provide "*AS-BUILT*" drawings "CAD File" and "PDF File" formats as specified in this Section.

**ϖ ϖ ϖ ϖ END OF SECTION SEVEN ϖ ϖ ϖ ϖ**

# SECTION EIGHT — BID PHASE GUIDELINES

## 8.0 GENERAL

The Bid Phase starts once the project has been accepted by OC Public Works / A&E Project Management, or the equivalent Departments or Agencies within the County of Orange. The County Project Manager may need to assist the A-E in correcting or updating the bid documents or probable construction cost estimate. The A-E has a limited amount of responsibility during the bidding and award.

### A. CONSTRUCTION ADMINISTRATION

Procurement Services for OC Public Works / A&E Project Management, or the equivalent Departments or Agencies within the County of Orange, administers and coordinates the bidding process, coordinates printing and distribution of the bid documents, responds to bidder questions (with A-E firm and County Project Manager assistance), distributes addenda, receives bids, awards contracts, and prepares contracts for construction.

### B. A-E SUMMARY OF RESPONSIBILITIES

- Assist County in responding to bidder questions in a timely manner.
- Assist County to prepare and coordinate addenda as applicable.
- Attend Pre-Bid Site Visit.
- Support for Pre-Bid Conference.
- Assist County Project Manager in bid evaluation.

### C. COUNTY PROJECT MANAGER SUMMARY OF RESPONSIBILITIES

- Ensure responses are made to bidder questions in a timely manner and that responses are appropriate.
- Confirm that an addendum is warranted and review / approve as applicable.
- Assist Procurement Services and A-E when an addenda needs to be issued no less than 72 hour to bid or as appropriate.
- Determine if any bid postponement is necessary.
- Attend Pre-Bid Site Visit.
- Support for Pre-Bid Conference.
- Assist A-E in bid evaluation.

### D. A-E DESIGN DISCIPLINES COORDINATION

Coordination between the architectural work, the engineering work, and the work of other involved designers and consultants for the project is an ongoing effort and should continue through the Bid Phase. As bidder and supplier questions arise, further coordination between disciplines may be required. Coordination during this phase does not, however, supplant the required coordination during the Construction Document Phase.

### E. BID PERIOD

The standard bid period for most projects is 30 calendar days after Advertise Date. The goal of the bid period is to provide sufficient time for the Contractor to review the bid documents, opportunity to attend Pre-Bid Site Visits, and adequate time for Procurement Services and County Project Manager to receive, distribute, and respond to bidder questions. The duration between Advertise Date to Pre-Bid Site Visit is a minimum of 5 working days. The duration from Pre-Bid Site Visit is a minimum 21 calendar days to bid opening. Large, complex projects may require a longer duration; while a shorter duration may be required for projects with special schedule considerations. An Addendum that adds a significant amount of additional work, especially

where prime Contractors will need to solicit proposals from additional sub-contractors, may require postponement of the bids. The County Project Manager should seek approval from OC Public Works / A&E Project Management, or the equivalent Departments or Agencies within the County of Orange, when these durations need to be modified.

The postponement of a bid date may be necessary to address bidder questions and related addenda or multiple requests from bidder asking for additional time to analyze the bid documents. When this occurs, the County Project Manager will need to discuss time extensions with OC Public Works / A&E Project Management, or the equivalent Departments or Agencies within the County of Orange for the project.

## 8.1 BIDDER QUESTIONS

A. Bidder submits questions during the bid period.
   (1) A-E receiving questions directly from bidder shall redirect bidder to submit their questions per contract specifications.
   (2) A-E shall not offer information to a bidder that influences the bid by providing a bidding advantage over other bidders; therefore strict adherence to this procedure is required.
   (3) The A-E must not communicate directly with a potential bidder. Changes to the contract documents must be by written addenda only.

B. If a Bidder Question occurs within 10 calendar days of the bid date, the County Project Manager with input by the A-E must determine the importance and cost implication of the inconsistency or missing information.
   (1) If the issue can be easily and quickly resolved and has a cost implication, an addendum should be issued.
   (2) If the issue has a cost implication and cannot be quickly resolved or will require time for bidders to price, the receipt of bids may be postponed and the information issued by addendum. This action may require two addenda if the technical information cannot be quickly prepared.
   (3) The County Project Manager must coordinate postponement (if necessary) of bid date with OC Public Works / A&E Project Management, or the equivalent Departments or Agencies within the County of Orange for the project; and provides assistance in determining latest dates for addendums and postponement recommendations.
   (4) If the issue has minimal or limited cost implication and/or the project schedule is of high importance, the OC Public Works / A&E Project Management, or the equivalent Departments or Agencies within the County of Orange, may elect not to answer the Bidder Questions.

## 8.2 PREPARING ADDENDA

A. General
   (1) An addendum is a document that is added to the original construction documents during the bidding period to:
      a. Correct errors or omissions in the bidding and contract documents.
      b. Clarify questions raised by bidders.
      c. Issue new requirements, including decisions to decrease or increase the scope of work.
      d. Cancel the project after it has been advertised, but before it is bid.
   (2) Addenda should not be used to complete the design phase of a project or to issue minor small value changes.
   (3) Oral instructions or changes should not be issued, even when it is intended that an addendum will be prepared to cover the change. It does not mislead anyone to state that replies to questions, when deemed necessary, will be communicated by addendum.

(4) If an unforeseen but important question arises, it is usually wise to issue an addendum if time permits, even delaying the bid opening if changes are critical. Questionable matters should not remain unclarified.
(5) Program changes by addendum require Client review and approval.
(6) Major last-minute changes should not be attempted by issuing a few simple inadequate statements in a hastily prepared addendum. If it is imperative that a last-minute addendum be issued, the County Project Manager must obtain the permission, as necessary, to postpone the bid opening date.

B. Procedures
(1) In order to reduce the number of addenda issued, addenda should not be sent piece-meal. Every attempt should be made to get all the required information together (except for bid postponements) for one large addendum rather than several small addenda. This can be accomplished by issuing addenda as close as possible to the bid date.
(2) The County Project Manager is responsible for coordinating all addenda. The County Project Manager must inform Procurement Services as soon as possible about the need to send an addendum. At that time the addendum will be registered and issued an addendum number. Addenda are numbered consecutively. A separate series of consecutive addenda numbers are issued for each Contract on a multi-contract project.
(3) All items (Drawings, Specification Sections, revised Bid Forms, etc.) issued with the addendum should have the same date. Usually the date the addendum is being sent is used.
(4) It is the County Project Manager's responsibility to notify the project team involved on the project of the last date addenda information will be accepted for processing.
(5) The information furnished by the project team must be in proper format with the correct contents. The County Project Manager is not responsible for the contents or format of the addendum information furnished by the project team. Change to the drawings and documents or sections of a single contract project can be made in a single addendum.
(6) Changes to the drawings and common documents or divisions of the related contracts which comprise a multi-contract project must be issued in a common addendum. Changes to documents or divisions that are not common must be issued by separate addendum.
(7) In writing addenda, be clear, concise, and precise. Express a change only once, and then refer to it whenever necessary. Where a change in the specifications requires a change in the drawings and vice versa all changes are explained in the addendum.
(8) When making a change to documents or divisions, refer first to the division number then to the paragraph or subparagraph number then to the page number.
(9) When making a change to the drawings, refer first to the drawing number then to the detail number/name.
(10) If the addendum includes 8½ x 11 addendum drawings, the addendum drawings will be numbered with the next appropriate number after the last numbered drawing included in the project or the drawing package.
(11) The addendum must have standard margins and be in appropriate format.
(12) After the addendum is typed and proofread, the County Project Manager must sign it. Addenda needs to be issued no less than 72 hour to bid date & time, however, if there are less than 72 hours remaining until the bid date & time, the County Project Manager must obtain appropriate approval to postpone the bid date.
(13) County Project Manager shall ensure addenda are issued and filed.

## 8.3 PRE-BID SITE VISITS

A. A Pre-Bid Site Visit provides potential bidders with an opportunity to view the project site and become familiar with existing conditions. Most often, bidder's access to the site will be restricted to this specified time period to minimize facility disruptions. Bidders are NOT REQUIRED to

attend in order to bid a project, unless otherwise stated. The use of a MANDATORY Pre-Bid Site Visit potentially limits competition but IS REQUIRED for projects within secure locations such as Sherriff Department, Probation Department and various Social Services Agency facilities where access is restricted. Justification for the use of a mandatory pre-bid site visit must be included in the project record.

B. Pre-Bid Site Visits are scheduled for all projects and are conducted by the County Project Manager.
C. The requirement for the A-E to attend the Pre-Bid Site Visit is not considered an optional service.
D. A-E attendance is beneficial to the project to be able to listen to bidder questions. Bidders will be encouraged by the County Project Manager to review project plans and specifications prior to submitting questions for resolution by addendum after the bidder Pre-Bid Site Visit.
E. During a Pre-Bid Site Visit, factual information shall not be exchanged and no interpretations of the contract documents shall be made. Such information includes responses to bidder questions regarding reference to specific specification sections and drawing plans, details, and notes clearly identified on the contract documents. Conflicts and items that are not clearly identified in the documents shall only be answered by written addendum. Without the benefit of a written addendum, verbal questions and answers are not enforceable and are subject to the interpretation of those listening. Furthermore, verbal questions and answers are not permitted.

## 8.4 BID EVALUATION

A. The OC Public Works / A&E Project Management, or the equivalent Departments or Agencies within the County of Orange for the project, and the A-E shall perform a detailed review of the low bidder proposal and provide a post bid evaluation.
   (1) A Post Bid Evaluation requires additional attention for the following conditions:
      - Low bidder is over or under 10% from the A-E estimate.
      - The difference between the 1st and 2nd low bidders is more than 10%.
      - Low bidder is the sole bidder.
B. Post Bid Evaluation Reports are to be completed and returned to the County Project Manager within three (3) days of the bid date or unless other specified.
C. The Post Bid Evaluation Report summarizes the detailed review and investigation of the low bidder's proposal vs. the A-E's estimate. It includes the following:
   (1) Comparison of estimated costs
   (2) Explanation of the major differences identified
   (3) Indication that the low bidder understands the scope of the work and can perform the work at the price bid. (Bid verification provided from bidder)
   (4) A recommendation to either re-bid the project or to award to the low bidder is also required

## 8.5 PRE-AWARD MEETINGS

A. Pre-Award Meetings may be required with the County of Orange Board of Supervisors (Board) for certain high level projects and those projects that have been established to consider the responsiveness of the bid submitted by the apparent low bidder. The Board, via Agenda Staff Report (ASR), will examine and evaluate the bid as responsive by considering staff recommendations of the Contractors understanding of the overall project scope, estimated cost, utilization of proposed sub-contractors, expertise, past performance in completing similar projects, and review of the mandatory pre-award requirements.
B. The Award process will continue unless there is a specific request to / from the Board to hold up the Award. The Board may request to review the following information prior to the meeting:
   (1) Prior assessment of Liquidated Damages and/or any Termination for Cause.
   (2) The Post-Bid Evaluation Report from A-E indicating a review of the low bidder's estimate and recommendation to Award or not to Award.
   (3) A listing of Contractor history with County of Orange.

C. If the bid is determined to be "Non Responsive," the contract may be offered to the next low bidder or the project may be re-bid.
D. A-E may be required to attend Pre-Award Meetings.

**ϖ ϖ ϖ ϖ END OF SECTION EIGHT ϖ ϖ ϖ ϖ**

# SECTION NINE — CONSTRUCTION PHASE GUIDELINES

## 9.0 GENERAL

A. The continuing involvement of the County Project Manager and A-E during the Construction Phase assures that the OC Public Works / A&E Project Management, or the equivalent Departments or Agencies within the County of Orange for the project, and our Client Agencies that the completed project reflects the design intent and that the quality of materials and workmanship is to the acceptable standard as set forth in the contract documents.

B. Roles, expectations, and responsibilities need to be clearly identified and communicated amongst the A-E, Contractor, County Project Manager, and Client(s) during this phase. Most often, this phase is somewhat challenging due to the perceived project ownership between the County Project Manager / A-E and the Client. The Construction Kick-Off Meeting ensures that the project coordination through the Construction Phase is properly executed.

C. The County Project Manager and A-E have the responsibility to provide the necessary contract administration support services and resources during this phase to ensure a timely completion of the project. The number and intervals of site visits should be commensurate with the project schedule and complexity. Consideration should also include specific pre-installation meetings, benchmarks and mock-up reviews.

D. Effective communication amongst the Project Team is essential to the successful completion of a project. The use of a collaboration system will be used to assist in the management of the project team (including Contractors, Consultants, and Client) during this phase for the shop drawing submittal process and other forms of construction communications and documentation including, but not limited to, Requests for Information, Information Bulletins, meeting minutes, testing reports, schedules, contract documents, SWPPP reports, etc.

A-E SUMMARY OF RESPONSIBILITIES

- Attend Pre-Award Meeting, if requested, (Board of Supervisors).
- Attend the Construction Kick-off Meeting.
- Attend regularly scheduled job-site meetings and prepare meeting minutes for County Project Manager's review and distribution.
- Ongoing coordination of all design disciplines.
- Submittals:
  (1) Complete the Schedule of Submittals (to be prepared for distribution by project kick-off meeting).
  (2) Review of submittals with 10 business days of receipt of request from County Project Manager.
  (3) Thorough review of submittals for compliance with the contract documents.
  (4) Monitor the quality of submittals. Notify the County Project Manager when submittal quality is incomplete and not acceptable for review. Promptly return submittal as Return for Correction.
  (5) Notify the County Project Manager on Contractor material or proposed product substitutions, deviations, and detail changes.
  (6) Notify the County Project Manager if long lead items and critical submittals are not submitted by the Contractor in a timely manner and per the submittal schedule.
  (7) Do not add scope to the submittals without prior discussion with the County Project Manager.
- Review and answer Request for Information (RFIs) within 10 business days of receipt of request from County Project Manager unless faster turnaround is requested and achievable.
- Issue Information Bulletins (IBs) in a timely manner as to not impact the construction schedule.

- Notify the County Project Manager promptly of any scope concerns and risks.
- Attend important pre-installation meetings, mock-up reviews, and other significant meetings.
- Site Visits:
  (1) Meet with County Project Manager and make periodic project site visits to ascertain general compliance with contract documents. Frequency of site inspections shall follow weekly job site meetings, punch-list, and as above. (It is recommended the number and frequency be identified in A-E scope of work).
  (2) Review work for contract compliance, design intent, quality of workmanship, and material acceptance.
  (3) Note deficiencies as they arise and note when there are no deficiencies found.
  (4) Provide written field reports after each site visit and final punch-list(s).
- Review of Field Orders and Change Orders when requested by County Project Manager.
- Interpretation of Contract Documents when requested by County Project Manager.
- Review contractor payment requests and make recommendations to County Project Manager.

COUNTY PROJECT MANAGER SUMMARY OF RESPONSIBILITIES

- Attend Pre-Award Meeting, if requested (Board of Supervisors).
- Coordinate the Pre-Construction Conference Meeting.
- Coordinate the Construction Kick-off Meeting.
- Primary responsibility for coordination with Client on scope changes during construction.
- Initiation and approval responsibility for all changes to A-E scope of services, including responsibility to issue/approve all work assignments.
- Ensure that communications are occurring at an appropriate frequency to support the project and that they are maintained between the A-E, County Project Manager, and Client.
- Submittals:
  (1) Ensure that the Schedule of Submittals is properly reviewed for the project by the A-E.
  (2) Ensure submittals are being submitted by Contractor, and are distributed to A-E and reviewed in a timely manner.
- Ensure A-E RFIs are distributed and processed in a timely manner.
- Assist in the review of Field Orders and Change Orders and process documents.
- Assist in the interpretation of contract documents.
- Process contractor payment requests.

## 9.1 PRE-CONSTRUCTION CONFERENCE MEETING

The County Project Manager shall initiate the Pre-Construction Conference Meeting as appropriate within forty-eight (48) hours after Award of the project for projects valued over $175,000 through the means of an Award Letter. For projects under $175,000 this meeting is highly recommended to occur within five (5) days after informal bid opening through the means of issuing a Letter of Intent to Award Construction Contract. The County Project Manager shall invite only the Contractor and their representatives to the meeting. The meeting discussion should focus on the project legal items such as Bonds & Insurance documents; W-9 form; initial Schedule of Values; list of Authorized Contractor Signatures; submittal of initial Baseline Schedule, acknowledgement of Liquidated Damages clause, etc. that requires formal approvals before any on-site work can begin through the means of issuance of a Notice to Proceed letter for the Construction Phase of the project. The Pre-Construction Meeting Agenda should be used as outlines for discussion items. Pre-Construction Meeting Agenda should be filed in the project folder.

## 9.2 CONSTRUCTION KICK-OFF MEETING

The County Project Manager shall initiate the Construction Kick-Off Meeting and shall invite all applicable project stakeholders to include the A-E and Contractor to the meeting. The meeting

discussion should focus on the project intent, project specifics, confirmation of contact names, staff roles and items pertinent to the Construction Phase of the project. Discuss the proper "chain-of-command" and copies / distribution lists. A meeting Agenda is recommended and should be used as outlines for discussion items. Review optional services, number of site visits, etc. Distribute Schedule of Submittals. Meeting Minutes are the responsibility of the A-E and distributed by County Project Manager. The Construction Kick-off Meeting may also include the Pre-Installations Meeting as described below.

## 9.3 INITIAL CONSTRUCTION OBSERVATION PRACTICES

A. Project visits by the A-E promote compliance and verification with contract documents and help keep the construction work running smoothly.

B. Frequency of site visits by the A-E to satisfy the project needs are to be determined by both the A-E and the County Project Manager according to the following variables:
   (1) The size and complexity of the project.
   (2) The stage of construction.
   (3) The level of contractor performance.
   (4) Critical inspections and frequency.
   (5) Importance of construction activity (example: large scope / high risk, pre-installation meetings, significant pre-activity meetings)

C. The County Project Manager shall seek input from the A-E in determining number, duration, milestones, or frequency of site visits.
   (1) The number of site visits shall be included in the A-E Scope of Services for the construction phase. The number of visits in the Scope of Services can be modified as necessary.
   (2) A-E shall not seek added compensation for additional site visits required to resolve problems due to errors, omissions, and field conditions that were ascertainable at the time of project design initiation.
   (3) A-E shall visit the project site as construction proceed to observe, evaluate, and report on the progress and quality of the work completed.
   (4) The A-E shall promptly record and findings and itemize substandard work. Substandard work is anything that fails to meet some applicable criteria, such as failing to execute the work in accordance with the Contract Documents, the building codes, specified building standards, or good construction practice.

D. When a site visit is made by A-E the County Project Manager may accompany them to discuss the project. When observed during the tour the A-E should discuss any deficiencies with the County Project Manager. The A-E shall prepare written field report with recommendations to the County Project Manager on corrective actions, acceptability of the work and contractual measures that may be exercised. The County Project Manager will follow up on deficiency items using the report generated by the A-E.

## 9.4 COMMUNICATIONS

A. The County Project Manager and the A-E shall maintain open lines of communications for the duration of the project. They shall include applicable Clients, Consultants, Contractors and Facility Representatives as required.

B. All important communications shall be in writing, or if given verbally should be confirmed in writing.

C. All important communications from the A-E to Clients, Contractors and Facility Representatives shall go through the County Project Manager for appropriate distribution unless otherwise directed.

## 9.5 DESIGN DISCIPLINES COORDINATION

Project coordination is an ongoing effort between the architectural and engineering consultants and shall continue through the Construction Phase. A-E shall review and cross check documents with required submittals prepared by the Contractor. Coordinate submittal information with related design disciplines.

## 9.6 SUBMITTAL REVIEW PROCESS

A. The submittal review process includes the preparation, receipt, review, and appropriate action on shop drawings, product data, samples, mock-ups, and other submittals required by the contract documents on a thorough and timely basis so as not to impact the construction schedule.

B. The submittal process and associated reviews:

(1) An electronic schedule of submittals / submittal register is prepared by the A-E for the Contractor. The purpose is to ensure that all items required by the project are included. The A-E should be thorough in editing their form and delete items that do not pertain to the project.

C. Submittals are prepared by the Contractor and include shop drawings, product literature, or actual samples of specific products to be installed.

D. The A-E shall thoroughly review, approve, or take other appropriate action on the submittals, shop drawings, product data, samples, mock-ups, and other submittals. The A-E must make a determination (SUBMITTAL ACTION) on each submittal as to whether or not the submitted material complies with the contract requirements and is acceptable for installation on the project.

SUBMITTAL ACTIONS - The following actions are accepted for use on County projects. A-E stamps that do not conflict with County accepted actions may be used.

- **Approved:**
  *The submitted material is acceptable as received. The action "Reviewed – No Exception Taken" is considered synonymous with "Approved."*

- **Approved as Noted:**
  *The submitted material is acceptable pending compliance with noted changes. Generally the changes must be minor in nature. Submittals requiring significant changes, especially changes that can be reasonably expected to increase the Contractor's costs, should not be approved with notes.*

  *The action "Reviewed – Exceptions Noted" is considered synonymous with "Approved as Noted."*

- **Returned for Correction:**
  *If the submitted material can reasonably be expected to be acceptable for installation on the project, but significant changes are required, the submittal should be returned for correction. The notes should specifically state the necessary changes and should include all required changes.*

- **Disapproved:**
  *If the submitted material cannot reasonably be expected to be found acceptable for installation on the project, the submittal should be disapproved. If disapproved material is resubmitted by the Contractor, disposition should be discussed with the County Project Manager and A-E prior to review.*

- **No Action or Acknowledged:**
  *This action is seldom used but is available for the following situations:*

  *The submitted material does not require approval. Examples include submission of quality control certificates and certifications, warranties, test reports, and design calculations. In these cases, the A-E must acknowledge receipt on a transmittal that is returned to the Contractor.*

  *The submittal is incomplete and cannot be reviewed until additional material is received. In this case, the A-E must indicate this requirement on a submittal that is returned to the Contractor.*

E. Submittal Review Timeframe and Record Keeping

(1) In general, submittals should be reviewed and acted on within ten (10) business day of receipt. Best Practice: A-E is to review submittal for completeness when the submittal is received. If incomplete, submittal shall be promptly marked Returned for Correction.
(2) A-E should maintain their own master file of submittals.
(3) A-E shall (when necessary) attend mock-up reviews and evaluations conducted at the project site.
(4) A-E shall review laboratory submittals, reports on materials and equipment, issuing instructions for special inspections, performance testing and testing of work.

G. If a submitted product is determined not to be an "or approved equal" but is acceptable for use on the project, the A-E shall notify the County Project Manager.

H. A-E shall not allow any contractor deviation or substitution to be made without formal discussion and approval by the County Project Manager.

## 9.7 REQUESTS FOR INFORMATION (RFIS)

A. RFIs provide a systematic control of the collection, analysis, review and resolution of Contractor technical questions about the plans and specifications arising during the construction phase.

B. The County requires the Contractor to use the County standard RFI form, complete with appropriate references to specifications, drawings and details, to facilitate timely and accurate A-E responses while avoiding the potential confusion of verbal communications.

C. The A-E shall respond to Contractor RFIs on a timely basis (within 14 calendar days of receipt) to prevent a delay in the construction schedule, unless RUSH (same day up to 3 calendar days) reply is required.

D. The County Project Manager may answer RFIs when input from the A-E is not deemed necessary. The County Project Manager shall notify the A-E of the responses. A-E shall review the response to RFIs prior to issuing the answered RFI to the Contractor.

E. Changes to the contract based upon a response to an RFI shall be issued with directive for Contractor to provide Change Order Request for review and approval prior to proceeding with work. An Information Bulletin should be generated by A-E and sent to the County Project Manager to facilitate issuing a Field Order or Change Order.

## 9.8 INFORMATION BULLETINS (IBS)

A. IBs describe work to be added, deleted or modified by the A-E.

B. IBs include the preparation, reproduction and distribution of supplemental drawings, specifications, and interpretations in response to the following:
(1) Some Contractor RFIs.
(2) Client changes and modifications.
(3) A-E clarification of the Contract Documents.
(4) Resolution of design problems due to errors, omissions and field conditions.
(5) Bidder Questions that were not answered by an addendum (not significant cost impact and not wishing to delay bids) requiring clarification during the construction phase.

C. IBs addressing scope changes requested by the Client, Facility Representative, or A-E shall not be developed or issued without written approval from County Project Manager.
(1) The County Project Manager shall review any additional compensation for the development of IB's for projects. IBs generated by RFIs, design clarifications, errors, omissions, and field conditions easily ascertainable at the time of design shall not be considered for additional compensation.

D. The IB and associated drawings should be bundled into a single file when attachments are included. An IB should be explained and justified based on the following reasons:
(1) Program Change - Client or agency change modifying contract documents.

(2) Omission - a change that modifies the contract documents in order to meet applicable laws, rules, or regulations, or to address a request or program need that was known and should have been included in the contract documents.
(3) Design Error - a change to correct a defect in the contract documents.
(4) Contractor Error - a design change to correct a defect by the Contractor or construction process.
(5) Field Error - a change to correct a defect created by construction workers.
(6) Field Condition - a change that modifies the contract documents as a result of an unforeseen physical job site condition that could not have been determined by normal site investigations or visits.
(7) Document Clarification - more detail and description provided to clarify the design intent or further resolution of details.
(8) Materials / Methods substitution - a change that substitutes a material or method for a specified material or method, when such substituted material or method is not equal to the specified material or method but is acceptable for use on the project.

E. IBs shall be clearly written to describe the scope change.
F. IBs that change the Contract value or time of completion will be issued to the Contractor with a Request for Change (RFC) by County Project Manager.

## 9.9 PRE-INSTALLATIONS MEETINGS

A. Pre-Installations Meetings:
(1) The purpose of these meetings is to coordinate the efforts of all concerned parties with specialized construction activities and preparations (including but not limited to: equipment installations, cut-over phasing, utility service interruptions, intermediate punch-lists prior to separate contract work, etc.) for particular activity under consideration through direct discussion.
(2) These meetings are generally noted by the A-E within each specific specification section. If necessary, the project may require multiple pre-installation meetings.
(3) The meeting(s) should be attended by the A-E and stakeholders.
(4) Review requirements as applicable for the following:
a. Contract documents.
b. Options.
c. Related field or change orders.
d. Related work specified elsewhere.
e. Execution.
f. Purchases.
g. Deliveries, storage, and handling.
h. Submittals, products, and mock-ups.
i. Possible conflicts and compatibility problems.
j. Schedule.
k. Weather limitations.
l. Manufacturer’s recommendations.
m. Warranty requirements.
n. Compatibility of materials.
o. Acceptance of substrates
p. Quality Assurance.
q. Temporary facilities and controls.
r. Space and access limitations.
s. Regulations of authorities having jurisdiction.
t. Testing and Inspection requirements (including Special Inspections)
u. Required performance results.

v. Protection of construction.
w. Personnel.
x. Safety.

(5) The results of the meeting should clarify details and specifications, resolve difference of opinion, document any changes, and note the need for additional information that may be required to complete the activity successfully.
(6) The A-E shall record minutes of the meeting.

## 9.10 REVIEW OF CHANGE ORDERS

A. The County Project Manager and A-E is to review all change order requests (COR) and confirm that the scope is accurate, that the work is required as part of the project, and that the scope was not included in the Construction Documents before the award of contract was issued to the Contractor. This review will also be conducted to ensure that changes to the contract do not adversely affect the original design intent.
B. The A-E checks that the quantities of materials, cost of materials and wage rates, the Contractor and sub-Contractor mark-ups, etc., are correct and negotiates or monitors that the work hours are reasonable.
C. The A-E shall determine if the COR is a Change Order (CO) based on the following criteria:
(1) Plan or Specification Deficiency (AE error or omission).
(2) Design Criteria changes (includes County requested new work and reverse encumbrances)
The reason for change is a Client request that is a program change in scope. Program changes are to be initiated by the Client through the County Project Manager and are not field initiated. The Count Project Manager is responsible to prepare necessary Change Order documentation including as needed issuance of request for additional work to A-E for the new services related to the program change.
a. Changes must be within the scope of the project.
b. Client in coordination with Count Project Manager written justification must explain why the change cannot be bid as a separate project.
(3) Unforeseen/unanticipated item or field condition.
(4) Contractor proposed change.
(5) Schedule Impacts: Time extension to be noted per contract terms and the proposed Change results in an alteration to contract schedule.

**ϖ ϖ ϖ ϖ END OF SECTION NINE ϖ ϖ ϖ ϖ**

# SECTION TEN — CLOSE OUT PHASE GUIDELINES

## 10.0 GENERAL

Upon close out of the project the County Project Manager has the direct responsibility for obtaining from the Contractors all that is represented by the plans and specifications and for ensuring that all requirements of the Contract are fulfilled before the corresponding payments are made. Duties also include ensuring A-E performs their close out function of services.

## 10.1 POST-CONSTRUCTION A-E SERVICES

During close out of the project the A-E shall make sure they provide all final services to include but not limited to submitting all minutes, reports, logs, etc.:

(1) Minutes from all attended meetings.
(2) Minutes from periodic visits to the site (before and during significant construction stages) to observe that the work is in conformance with the plans and specifications. Consultants of the A-E shall also provide their minutes from periodic inspections as they occurred during the construction.
(3) Provide log of *Field Reports* of each visit.
(4) Provide log of *Change Orders*.
(5) Provide documentation of requested, accepted or rejected substitutions of materials.
(6) Provide log of approved *Schedules,* and *Submittals,*
(7) Complete *As-Built Material List*.
(8) Commissioning documentation.
(9) Compile and track punch lists identified during walk-through with Contractor, Consultants, and County Project Manager.
(10) Final inspections documentation.
(11) Review Contractor's progress payment requests for accuracy and completeness, and approval.

**ϖ ϖ ϖ ϖ END OF SECTION TEN ϖ ϖ ϖ ϖ**

# SECTION ELEVEN — DESIGN CRITERIA

**11.0 GENERAL**

Design criteria are issued to provide additional guidelines for A-E firms in areas which require standardization and in areas where maintenance problems have been encountered in past construction.

**11.1 PROCEDURE**

Design criteria must be followed by the A-E in developing designs for County of Orange facilities. In the event project conditions exist which require an exception to the use of established criteria, the A-E shall make a written request for permission to deviate from the criteria, giving complete information to substantiate the request. A&E Project Management, or equivalent Departments or Agencies within the County of Orange will respond to the request in writing.

**11.2 UPDATING CRITERIA**

This section will be continuously reviewed and updated as the situation dictates. A-E firms are encouraged to suggest improvements to this guide or advise A&E Project Management, or equivalent Departments or Agencies within the County of Orange of error or conflicts in this guide.

**Σ Σ Σ *(Design Criteria Follows)* Σ Σ Σ**

## DESIGN CRITERIA 1 — INTERIOR SPACE ALLOCATION

**1. DEFINITIONS**

A. *Gross Floor Area*. The area enclosed by the exterior dimensions of a building, including all floors and basements.

B. *Net Usable Floor Area*. This is the gross floor area, excluding public corridors and lobbies, mechanical equipment rooms, custodial storage space, rest rooms, stairways, and elevators.

**2. EFFICIENCY GUIDELINES FOR BUILDINGS**

A. New buildings (gross space) are to be designed so that net usable floor area shall not be less than 70 percent (70%) of gross floor area.

B. Net usable floor area is to include an additional factor for circulation to account for alcoves, pillars, aisles, and interior corridors, and thickness of partitions. The circulation factor should range between 15 percent (15%) and 25 percent (25%) of net usable space depending on size of space and type of use.

**3. WORK PLACE FUNCTIONALITY** is the primary consideration in designing office space and specific information as to operational activities and requirements will be provided by A&E Project Management, or equivalent Departments or Agencies within the County of Orange as part of the pre-design activity.

A. The County of Orange is focused on improving the quality, functionality, and cost effectiveness of its work and public places. In support of this objective, the County has developed a set of Workplace Design Guidelines (**County of Orange – Facilities Master Plan June 2006/Gensler Team**) which are intended to provide direction on how to plan space.

B. Design Guidelines differ from standards in that they enable groups to tailor the design of their spaces, when necessary, to meet their unique requirements. The Workplace Design Guidelines is based on research into the work practices of the County of Orange as well as best practices from other counties, public entities, and the private sector.

C. Exhibit-A: Workplace Design Guidelines is attached at the end of this A-E Guide.

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# DESIGN CRITERIA 2 — GENERAL DESIGN POLICIES

## 1. USE OF STANDARD MATERIAL AND EQUIPMENT

A-E's shall make maximum use of standard material and equipment in their designs. The use of custom-made or special items shall be limited to those cases where items of standard manufacture are not available. Architectural features should not require use of special sizes or shapes of material. Modular designs should be based on standards which are not proprietary. Care should be taken to ensure that products that have been discontinued are not specified. *Examples to be avoided:*

a. Use of special mill runs of veneer plywood paneling.

b. Use of non-standard lumber and plywood.

c. Specifying types of light fixtures available from only one supplier.

d. Incorporating design features which require special forms or non-standard construction features.

e. Use of non-standard door frames and special-height doors.

f. Specifying experimental or unproven materials or techniques.

g. Use of materials of a higher quality than necessary to meet the requirement of a facility.

h. Specifying equipment or devices not readily available in this area when comparable items are available.

## 2. USE OF CONCRETE BLOCK MASONRY CONSTRUCTION

Concrete block masonry, while relatively economical in first cost, may require continuous inspection under the *Uniform Building Code or (International Building Code)* This requirement can substantially increase the final cost of construction. Under such conditions, the use of poured-in-place or precast concrete may be competitive with masonry construction. In those instances where the occupancy code permits, wood frame construction should be considered as an acceptable substitute for masonry.

## 3. ENTRANCE MATS

In order to minimize tracked-in dirt and wet, slippery floors, the use of a recessed mat at each new facility entrance shall be fully considered.

## 4. WIDTH OF HALLWAYS

Hallways, including public corridors, shall not be designed wider than the minimum required by their intended use or applicable codes. Hallways shall not be designed wider than these requirements solely to fit a standard module.

## 5. PARKING SPACES FOR VEHICLES

Parking spaces shall be marked with double lines and radius ends in accordance with the currently-approved standards of the County of Orange. Spaces shall not exceed ten feet in width except for spaces designated as loading areas or for use of vehicles for disabled persons. The parking spaces designated for disabled persons shall conform to the ADA requirements for parking and building accessibility in addition to Title 24 requirements.

## 6. MAINTENANCE OF FACILITIES

Major project designs will generally require consultation with custodial maintenance experts to assure a reasonable balance of capital and long-term maintenance costs. The A-E shall give full consideration to long-term maintenance costs on all projects.

The following practices are followed in major County of Orange facilities:

a. In restrooms, use of wall-hung toilets, urinals, and lavatories, and ceiling-hung plastic resin-type toilet enclosures.

b. Provision of adequate space for custodial storage, assembly, control rooms for scheduling, and trash storage.

c. Locating of landscaping irrigation systems to spray away from buildings.

d. Use of latex paint and finishes as detailed in Design Criteria #9 — Paint.

e. The facility should be designed with the thought in mind to discourage the nesting and perching of birds at sensitive areas that would then require constant maintenance.

## 7. WALLS

a. In order to secure space flexibility, it is the general policy of the County of Orange to utilize moveable interior partitions where practicable.

b. Where gypsum drywall with taped joints is used as a finish material, it shall be covered with a light texture surface (orange peel) except in equipment and storage rooms.

c. Typical floor base shall be 4-inch rubber, 1/8-inch thick with molded outside corners and tapered end stops were exposed.

d. In designated staff areas, where there will be a high use of carts, wall corners shall be fitted with 3″ x 3″ x 48″ brushed (or buffed) stainless steel corner guards with tapered edges.

## 8. CEILINGS

Acoustical ceilings normally should be of the suspended T-bar and drop-in tile type for accessibility. The concealed-spline type shall not be used.

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## DESIGN CRITERIA 3 — ACCESS BY DISABLED PERSONS

1. County of Orange facilities shall be accessible to and usable by the physically disabled in accordance with the American with Disabilities Act (ADA), the *Uniform Building Code or International Building Code* and California Code of Regulations, Title 24.

2. The specifications for all County of Orange facilities which have elevators in them shall provide for the following:
   a. A telephone cabinet at approximately 48 inches from the floor for an instrument to be furnished and installed by others.

   b. A flexible traveling telephone cable with a fire and moisture resistant outer covering and containing a steel supporting strand. Traveling cable shall be suspended to relieve strain on the conductors.

   c. Markings on all car buttons and door jambs shall be in accordance with and conform to ADA requirements.

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## DESIGN CRITERIA 4 — SECURITY

***County of Orange facilities shall be provided with the following quality of security:***

**1.** **EXTERIOR DOORS** shall be fitted with keyed locks in accordance with applicable exit codes. Designated exterior doors shall be controlled by the County of Orange's existing card access system. The specifications for the County of Orange's card access system will be provided by A&E Project Management or the equivalent organization in the other County of Orange's Department/Agency.

All exterior/perimeter doors/gates which are accessible by the public shall be fitted with delayed egress panic hardware with the exception of the main entrance doors.

**2.** **INTERIOR DOORS** shall not be fitted with locksets with the following exceptions:

a. Doors leading from public corridors.

b. Conference rooms and specified offices.

c. Utility, equipment, and custodial rooms.

d. Where specifically required for security or safety reasons.

**3.** **CLOSERS** shall be provided on utility, equipment, and custodial room doors. These doors should open out, where permissible, to allow more usable space within the room.

**4.** **A SECURE ENCLOSURE** shall be provided around exterior-accessible mechanical and electrical equipment.

**5.** **OPENINGS** shall be kept to a minimum on exterior walls and should be well lighted. Glass near a door shall be tempered or otherwise protected in an approved manner.

**6.** **WINDOWS** shall be securely locked to prevent unlawful entry.

**7.** **LOCKSETS, LATCHSETS, AND KEYING**

a. In order to maintain the existing County of Orange Master keying system, lockets and latches shall be as manufactured by P&F Corbin or Russwin.

b. On remodels and additions, locksets and latchsets shall match the existing manufacturer.

c. A-E shall check with A&E Project Management and the Facilities Maintenance Lockshop to obtain approval before <u>any</u> hardware is specified.

d. In certain instances where other master systems have been established, the A-E may be directed to specify other manufacturers.

e. Locksets and latchsets shall be unit type, heavy-duty, of satin chrome-plated bronze.

**8.** **CARD ACCESS SYSTEM**

a. All new construction shall have the County of Orange's standard card access system installed on specified entry doors.

b. Remodels shall incorporate the card access system at specified entry doors.

c. All card readers and system components shall have battery back-up capable of maintaining operation, under load, for a minimum of forty-eight (48) hours.

**9. BUILDING SECURITY ALARM SYSTEM**

a. System shall be monitored by the installation contractor for a period of one (1) year after Date of Acceptance.

b. System shall be capable of reporting to a remote monitoring station, of the County of Orange's choice, after the one year period is up without any modification to the equipment.

c. System shall include concealed door and window contacts, motion sensors, alarm key pads, and central alarm panel. An alarm silencing button shall be included on the alarm panel.

d. System shall have a battery back-up capable of maintaining security monitoring, under a load, for forty-eight (48) hours.

e. Contractor shall provide A&E Project Management or the or equivalent Departments or Agencies within the County of Orange with an 8½″ x 11″ floor plan identifying each zone, device, key pads, and alarm panel.

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## DESIGN CRITERIA 5 — BUILDING PLAQUE

A standard bronze building plaque shall be used for all County of Orange buildings where appropriate. A plaque will normally not be specified for temporary structures, outbuildings, sheds, separate restrooms, park shelters, *etc*. The County of Orange's assigned Project Manager will indicate the requirement for a plaque on each project.

**The attached sheet shall be inserted in the project specifications. No additional wording will be permitted.**

On certain projects of unusual significance, where a standard plaque would be inappropriate, the A-E may be requested to provide a special design. This will be indicated during discussions on the scope of the project.

### BUILDING PLAQUE

The width and height of the bronze plaque shall be approximately 18 ¾″ x 12¾″. All graphic elements and a ¼-inch border shall be polished and raised 1/8″ above "pebble"-finish background.

The Chairman of the Board of Supervisors shall be listed first, with the remaining names listed in numerical order of supervisorial district. Listing shall be in accordance with the Board members in office at the time of award of the construction contract. A&E Project Management or the equivalent organizations in the other County of Orange's Departments and Agencies will provide a list of the Board of Supervisors to include in production of the sign.

The plaque shall indicate the year in which the construction contract was awarded.

Verify the project name and all names on the bronze plaque with representatives from A&E Project Management or the equivalent organization in the other County of Orange Departments or Agencies prior to preparing shop drawings for the plaque.

Mount the bronze plaque to building surfaces with four (4) blind studs.

*Helvetica Medium*-style shall be utilized for: The project name (3/4-inch capitals; two lines permissible), the date (3/4-inch numerals centered under 4-inch diameter seal), "Board of Supervisors" and the individual names of the Board (3/8-inch capitals and lower case).

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## DESIGN CRITERIA 6 — LANDSCAPING & IRRIGATION

On projects which include landscaping, **the following paragraph shall be included** in the specifications to cover landscape planning maintenance:

> "Maintenance of planting shall begin at the time each plant and each portion of lawn is planted and shall be continuously maintained through at least ninety (90) days of the growing period (defined as from March 1st to October 1st ) after acceptance of the complete project and filing of *the Notice of Completion* and as much longer as is necessary to establish acceptable lawns and thriving plants."

Choice of vegetation shall consider hardiness, suitability to weather conditions prevailing at the specific project location, economic availability, resistance to animal damage, and conservation of water. Adjacent plants should have compatible moisture requirements to minimize special irrigation lines.

Irrigation systems are to be designed with layouts and control systems which will ensure water conservation while meeting the individual plant requirements.

Where the use of reclaimed water is required, all applicable requirements must be followed as set forth by the agency authorized with plan review and inspections, typically the local water district/agency.

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# State Water Board Approves Emergency Regulation to Ensure Agencies and State Residents Increase Water Conservation

**July 15, 2014**

In response to the ongoing severe drought, on Tuesday the State Water Resources Control Board approved an emergency regulation to ensure water agencies, their customers and state residents increase water conservation in urban settings or face possible fines or other enforcement.

The new conservation regulation is intended to reduce outdoor urban water use. The regulation, adopted by the State Water Board, mandates minimum actions to conserve water supplies both for this year and into 2015. Most Californians use more water outdoors than indoors. In some areas, 50 percent or more of daily water use is for lawns and outdoor landscaping.

Many communities and water suppliers have taken bold steps over the years and in this year to reduce water use; however, many have not and much more can and should be done statewide to extend diminishing water supplies.

With this regulation, all Californians will be expected to stop: washing down driveways and sidewalks; watering of outdoor landscapes that cause excess runoff; using a hose to wash a motor vehicle, unless the hose is fitted with a shut-off nozzle, and using potable water in a fountain or decorative water feature, unless the water is recirculated. The regulation makes an exception for health and safety circumstances.

Larger water suppliers will be required to activate their Water Shortage Contingency Plan to a level where outdoor irrigation restrictions are mandatory. In communities where no water shortage contingency plan exists, the regulation requires that water suppliers either limit outdoor irrigation to twice a week or implement other comparable conservation actions. Finally, large water suppliers must report water use on a monthly basis to track progress.

Local agencies could ask courts to fine water users up to $500 a day for failure to implement conservation requirements in addition to their existing authorities and processes. The State Water Board could initiate enforcement actions against water agencies that don't comply with the new regulations. Failure to comply with a State Water Board enforcement order by water agencies is subject to up to a $10,000 a day penalty.

"We are facing the worst drought impact that we or our grandparents have ever seen," said State Water Board Chair Felicia Marcus. "And, more important, we have no idea when it will end. This drought's impacts are being felt by communities all over California. Fields are fallowed; communities are running out of water, fish and wildlife will be devastated. The least that urban Californians can do is to not waste water on outdoor uses. It is in their self-interest to conserve more, now, to avoid far more harsh restrictions, if the drought lasts into the future. These regulations are meant to spark awareness of the seriousness of the situation, and could be expanded if the drought wears on and people do not act."

In addition to approving the emergency conservation regulation today, the State Water Board made a plea for water suppliers, communities and businesses to do even more. For example, water agencies are being asked to step up their programs to fix leaks and other sources of water loss, use more recycled water or captured stormwater, and find additional ways to incentivize demand reduction among their customers.

The new regulation was developed following two drought emergency declarations by Governor Brown. On January 17, Governor Edmund G. Brown Jr. issued a drought emergency proclamation following three dry or critically dry years in California.

The April 25 Executive Order issued by the Governor directs the State Water Board to adopt an emergency regulation as it deems necessary, pursuant to Water Code section 1058.5, to ensure that urban water suppliers implement conservation measures.

As drought conditions continue, the State Water Board may revisit this regulation and consider other measures to enhance conservation efforts throughout the state.

Following Board adoption, the regulation will likely go into effect on or about August 1, following submittal to the Office of Administrative Law. The emergency regulation remains in effect for 270 days, unless extended by the State Water Board due to ongoing drought conditions.

For more information on the proposals leading to this Board action, please visit the Emergency Water Conservation website.

Governor Brown has called on all Californians to reduce their water use by 20 percent and prevent water waste – visit SaveOurH2O.org to find out how everyone can do their part, and visit Drought.CA.Gov to learn more about how California is dealing with the effects of the drought.

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## DESIGN CRITERIA 7 — RESTROOM WALLS

1. The use of cement plaster walls for County of Orange toilet rooms shall be discouraged due to the shrinkage cracking inherent with this material.

2. All restroom walls shall be ceramic tile over lath, plaster, and mortar bed. All restroom floors shall be ceramic tile over mortar bed.

3. The following shall be the reference standards to which the A-E shall conform unless otherwise required by terms of the Agreement.

   a. American National Standards Institute (ANSI)

      A108.1 Glazed Wall Tile, Ceramic Mosaic Tile, Quarry Tile, and Paver Tile Installed with Portland Cement Mortar.

      A137.1 Standard Specifications for Ceramic Tile

   b. Tile Council of America (TCA)

      *Handbook for Ceramic Tile Installation*, (Current Edition)

4. Walls of private toilet rooms for Judges, Agency Directors, and elected officials shall be a water-resistant type gypsum board.

   Such a wall has been approved by OCCD provided the following additional requirements are met:

   a. Where one-hour construction is required for code compliance, the wallboard used shall be 5/8 inches thick and shall be fire-rated in addition to being water-resistant.
   b. Wallboard installation, included arrangement of sheets, size and spacing of support and of fasteners, and taping of joints shall be in accordance with the UBC or IBC.
   c. The edge of each wallboard sheet shall be coated with a water-resistant sealant, which shall be equivalent to "Sheetrock W/R Sealant."

   To facilitate plan checking and to expedite work for mutual benefit, details of these requirements should be clearly set forth on the plans or in the specifications of County of Orange building projects.

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## DESIGN CRITERIA 8 — DRYWALL CONSTRUCTION

**1.** Article 7b of Design Criteria 2 specifies that drywall with taped joints shall be covered with a light textured surface except in equipment and storage rooms. The purpose of this Design Criteria is to outline how the work should be performed.

**2.** During installation of drywall taping and texturing, a temperature above 50 degrees shall be maintained 24 hours-per-day. Ventilation shall be provided. During hot, dry weather, ventilation shall be controlled to eliminate drafts.

**3.** Drywall shall be installed in full sheets where possible. Joints are not to be located at jambs of openings. For openings which are six feet (6′) wide and less, the sheet shall be cut so that the vertical joint is on the centerline of the opening. For openings wider than six feet (6′), the vertical joint shall be located at a minimum of one foot (1′) from the jamb toward the center of the opening. For double layer application, face layer joints shall be offset a minimum of ten inches (10″) from parallel joints in the base layer. End joints shall also be staggered.

Butt ends shall not be placed next to tapered edge. Where butt joints occur, they shall be staggered.

Where nails are used, the last blow should seat nail so that head is in a slight dimple. Where screws are used, the screw shall be driven slightly below the face of the panel without breaking the paper. Where fasteners have broken paper, a second fastener shall be installed about 1½″ from the first fastener.

All drywall shall be taped for reinforcement.

**4.** **JOINT TREATMENT**

a. Should panels be separated by ¼-inch or more, the void shall be filled with compound at least twenty-four (24) hours prior to taping.

b. Joint treatment shall be a three-step operation.

1. The first shall be the taping operation where joint tape is applied. Fastener dimples shall also be filled at this time. This application shall be made with a minimum of a five-inch (5″) knife.

2. The second operation shall be the filling operation when a second coat is feathered about two inches (2″) beyond the edges of the first coat. Fastener heads are spotted with a second coat at this time.

3. The third operation is the finish coat. After lightly sanding the second coat, the thin finish coat is feathered to provide a joint width at least eleven inches (11″) at tapered joints.

At butt joints, the treatment is the same as for tapered joints except the finish coat must be feathered to an approximate eighteen-inch (18″) width.

c. All materials are to be applied in accordance with the manufacturer's printed instructions. For drying-type compounds, a **minimum** of twenty-four (24) hours shall elapse between taping operations. For chemical hardening compounds, a minimum of four (4) hours shall elapse between operations.

d. Care should be exercised to prevent the build-up of high crowns at joints.

**5. TEXTURING**

a. No texturing shall begin until joints are thoroughly dry. All surfaces shall be dry, clean, and sound. All scuffs and scratches shall be filled.

b. Hamilton Standard Spray Texture or an approved equal shall be applied to all surfaces in accordance with the manufacturer's printed instructions. Care shall be used to prevent over-thinning or over-extending which will reduce hide or adhesion or will permit joint show-through.

c. Proper air pressure and gun distance shall be used to prevent excessive bounce or unsatisfactory texture pattern.

d. Texture shall be applied to provide a "medium texture" equal to a light orange peel. A sample will be required and must be approved by A&E Project Management or the equivalent organization in the other County of Orange's Departments and Agencies prior to applying the texture.

e. Sealer, undercoat, and finish coat shall be applied as specified in the painting section of the specifications.

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## DESIGN CRITERIA 9 — PAINT

**Criteria:** *The following paint schedule shall be specified typically on County of Orange buildings under the maintenance jurisdiction of OC Public Works. Other paints may be specified for special conditions as recommended by the paint manufacturer and approved by OC Public Works.*

**PAINT SCHEDULE**

**A. EXTERIOR CONCRETE**

| | |
|---|---|
| First Coat | 100% Acrylic Latex |
| Second Coat | 100% Acrylic Latex |

**B. EXTERIOR CONCRETE BLOCK**

| | |
|---|---|
| First Coat | Latex Block Filler |
| Second Coat | 100% Acrylic Latex |
| Third Coat | 100% Acrylic Latex |

**C. EXTERIOR WOOD DOORS AND TRIM**

| | |
|---|---|
| First Coat | Alkyd/oil Wood Primer |
| Second Coat | Alkyd/oil Enamel |
| Third Coat | Alkyd/oil Enamel |

**D. EXTERIOR FERROUS METAL**

| | |
|---|---|
| First Coat | Oil Metal Primer |
| Second Coat | Synthetic Primer |
| Third Coat | Alkyd/oil Enamel |

**E. EXTERIOR GALVANIZED METAL**

| | |
|---|---|
| Pretreatment | Vinyl/Galvan Wash |
| First Coat | Oil Primer |
| Second Coat | Synthetic Primer |
| Third Coat | Alkyd/oil Enamel |

**F. INTERIOR CONCRETE AND PLASTER**

| | |
|---|---|
| First Coat | Alkyd Primer/Sealer |
| Second Coat | Tinted Latex Undercoat |
| Third Coat | Latex Semi-Gloss Enamel |

**G. INTERIOR GYPSUM DRYWALL** ***(With Light Texture Finish Typical)***

| | |
|---|---|
| First Coat | P.V.A. Sealer |
| Second Coat | Tinted Latex Undercoat |
| Third Coat | Latex Semi-Gloss Enamel |

**H. INTERIOR WOOD DOORS AND TRIM**

| | |
|---|---|
| First Coat | Alkyd Enamel Undercoat |
| Second Coat | Split-Coat (Undercoat and Finish) |
| Third Coat | Alkyd Semi-Gloss Enamel |

**I. INTERIOR METAL DOORS AND FRAME** ***(shop primed)***

| | |
|---|---|
| First Coat | Alkyd Enamel Undercoat |
| Second Coat | Split-Coat (Undercoat and Finish) |

**PAINT SCHEDULE**

| | | |
|---|---|---|
| Third Coat | | Alkyd Semi-Gloss Enamel |

**J. INTERIOR METAL** ***(Other than doors and frames)***

| | | |
|---|---|---|
| First Coat | — Ferrous | Metal Primer |
| | — Galvanized | Metal Primer after Galvan Wash |
| Second Coat | | Tinted Latex Undercoat |
| Third Coat | | Latex Semi-Gloss Enamel |

**K. INTERIOR HARDWOOD — CLEAR**

| | |
|---|---|
| First Coat | Stain *(Omit for natural finish)* |
| Second Coat | Sanding Sealer |
| Third Coat | High-Gloss Lacquer |
| Fourth Coat | Semi-Gloss Lacquer |

NOTE: *Paste wood filler shall be applied on open-grained wood.*

Materials, surface preparation, and application shall be in accordance with the manufacturer's recommendations.

Each coat of paint shall differ in color tint and be separately inspected by A&E Project Management before the next coat is applied.

The following paint products, listed alphabetically, have been found to be acceptable for use on County of Orange projects:

| MANUFACTURER | DESCRIPTION | STOCK NO. |
|---|---|---|
| **Exterior Latex** | | |
| Dunn-Edwards | Evershield 100% Acrylic | W-701 Series |
| Kelly-Moore | Kel-Crete Acrylic | 1105 |
| Pittsburgh | Sun-proof latex house paint | Line 70 |
| Sherwin-Williams | Exterior acrylic latex | B42 |
| Sinclair | Stucco-Life 100% Acrylic | 1300 |
| **Interior Semi-Gloss Latex** | | |
| Dunn-Edwards | Deco-Glo semi-gloss latex | W-450 Series |
| Kelly-Moore | Acry-Plex latex semi-gloss | 1650 |
| Pittsburgh | Satinhide latex lo-lustre | 6-510 |
| Sherwin-Williams | Hi-Hide latex semi-gloss enamel | B40 |
| Sinclair | Aqua Satin latex semi-gloss | 4000 |
| **Interior Flat Latex (Courtrooms only)** | | |
| Dunn-Edwards | Decovel | 401 |
| Kelly-Moore | Acry-Plex acrylic flat | 555 |
| Pittsburgh | Wall Hide latex | Line 80 |
| Sherwin-Williams | Hi-hide latex | B78 |
| Sinclair | Sinwall interior vinyl latex | 1700 |

Equal products of proven quality may be specified by the A-E with the approval of A&E Project Management.

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## DESIGN CRITERIA 10 — CARPET

Installation of carpeting shall be in all areas except:

1. Restrooms,
2. Store rooms,
3. Equipment and telephone rooms,
4. At front entrances, and
5. Other areas specified during design review.

The A-E shall select the appropriate carpet falling within the following specification limitations:

| | |
|---|---|
| Construction: | Tufted / Textured Level Loop / Level Loop |
| Face Yarn: | Continuous filament nylon (Antron Legacy, Nylon 6,6 or equal) with static control |
| Yarn Wt./Sq.Yd. | 14oz. with special TARR and up |
| Gauge: | 1/12″ to 1/13″ |
| Stitches/Inch: | 7 and up |
| TARR: (Texture Appearance Retention Rating) | Severe to Specialty Rating |
| Width: | 12 ft. minimum or Carpet Tile |
| Dye Method: | Solution-dyed |
| Primary Backing: | Polypropylene, option cushion back carpet tile |
| Secondary Backing: | MicroBond B-1 (Polyurethane Laminate with Woven Scrim) or equal |
| Carpet Glue: | Carpet glue shall be specified for lowest “VO” (volatile organic) odor as possible, and as recommended by the carpet manufacturer. |

The A-E shall utilize the sample carpet specification for direct glue-down installation as contained in the “Example Specifications” furnished by A&E Project Management.

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## DESIGN CRITERIA 11 — CONSERVATION OF ENERGY

It is the County of Orange's policy to make every effort to reduce energy consumption on all County of Orange projects. Some of the areas to consider are as follows:

**1. HVAC SYSTEMS**

All new heating and air conditioning installations shall be designed, if at all practicable, with the economy cycle features. Maximum use of fresh air should be utilized with a motorized damper arrangement. All units shall be designed with the capability of maintaining 72 degree room temperature based on the recommended outdoor design temperatures as published by the Southern California Chapter, American Society of Heating, Refrigerating and Air Conditioning Engineers, October, 1972. Use 0.5% design dry bulb and wet bulb summer temperatures and 0.2% winter design temperatures.

Systems shall be equipped and set for normal operation which requires maintenance of heating in the rooms at a 68 to 70 degree dry bulb temperature and cooling at 72 to 75 degree dry bulb temperature. The wide range in temperature will allow for a wider use of circulating fresh outside air without resorting to using hot water or chilled water coils.

Design of air handler equipment should be zoned so that, where practicable, anticipated cooler areas (north side, windows, *etc*.) will be on the same zone to enable air handler heat or cool coils to be operated by the return air stat. The same would apply to south and west exposures and interiors. The goal of the design shall be to eliminate simultaneous heating and cooling of heating and cooling coils. Controls should be capable of maintaining this range of operation automatically when properly adjusted.

On all new major construction, the air handler should be of single duct design. V.A.V. boxes with reheat coil incorporated shall be used for zone control. Thermostats will have individual settings for heating and cooling. Heating stat will activate hot water valve on mixing box to maintain a heating comfort range of 68 to 70 degrees. Air handler with 100% fresh air capacity shall be used in conjunction with return air fan to complete economy cycle. All duct work shall be insulated on the exterior unless approval is obtained from Facilities Maintenance & CUF.

New, innovative type systems will be considered if they will operate fully to provide maximum energy conservation. Such proposals shall be presented in schematic and outline specification form to OC Public Works for study and approval before the design proceeds to the construction document stage.

**2. BUILDING DESIGN**

New standards for building lighting, etc. should be designed with emphasis on maximizing natural light therefore increasing window areas and reducing other surfaces which tend to conduct temperature changes at a high rate. This may mean more windows, and less metal panels, *etc.*, with proper insulation provided in buildings, *etc.*

**3. ELECTRICAL SYSTEM**

The electrical system should be designed in such a way that lighting is maintained at the recommended standard of the Illuminating Engineering Society, as modified by *Title 24, California Code of Regulations*, taking the minimum light levels as the maximum levels, within reasonable limits; light switches are to be provided to facilitate controlling lights by office and work area rather than by zone lighting; and maximum use is to be made of reflected light to increase efficiency. All fluorescent fixtures shall be fitted with electronic ballasts.

These suggestions and other areas of conservation shall be implemented to the maximum extent feasible and economical.

A-E shall investigate and present to the County of Orange, cash incentives available from the utility companies and the California Energy Commission.

The County Project Manager will schedule a meeting at the Design Development stage to discuss conservation of energy. This meeting will be attended by the A-E, mechanical and electrical engineers, and OC Public Works staff. Representatives of the gas and electric companies should also be invited to participate.

During the design, the A-E shall fully consider the County of Orange's Computerized Energy Management System (EMS) for any new major facilities. The A-E must consider future security and fire connections to the EMS as well as energy control and monitoring capabilities.

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## DESIGN CRITERIA 12 — PVC PLASTIC PIPE

1. The *Uniform Plumbing Code/International Plumbing Code* permits the use of Polyvinyl Chloride (PVC) plastic pipe for residential construction of not more than two stories in height and where permitted by the Administrative Authority in certain applicable industrial waste applications. Because of its high coefficient of expansion characteristics, the use of PVC plastic pipe is limited to vertical and horizontal runs of thirty (30) feet or less until an approved standard for expansion joints is developed.

2. OC Development Services, as the code Administrative Authority, has ruled that PVC plastic pipe may be used as an alternate for drain, waste, and vent lines in the design of maintenance sheds where the use is similar to residential construction.

   Drawings and specifications for these structures should contain the following note:

   > "Approved PVC or polypropylene – PVC pipe and fittings may be used in this project for drain, waste, and vent piping when installed in compliance with the latest Installation Standard IS-9. PVC piping shall not be installed in or allowed to pierce a required firewall, area, or occupancy separation."

3. Polypropylene shall be used for underground natural gas lines outside buildings where permitted by code.

4. Underground PVC lines shall have a minimum cover of thirty (30) inches.

5. The use of PVC piping (as approved by the Fire Marshall) is allowable for underground fire water lines.

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## DESIGN CRITERIA 13 — PLUMBING

1) All domestic water service 2-1/2" larger shall have duplex backflow valves so one device can be tested or repaired while the other device continues to provide water to the facility.

2) Gate valves 2-1/2" and larger shall be either AVK, Kennedy or Mueller resilient wedge.
   A) Provide 2" operating nut when installed underground
   B) Baked on Epoxy Finish
   C) Domestic supplier
   D) Local supply, technical support and warranty service

3) Backflows 2-1/2" or larger shall be either Wilkins, Watts or Conbraco
   A) Backed on Epoxy Finish
   B) Domestic Made
   C) Local supply, technical support and warranty service.
   D) Backflows 2" and smaller shall be protected with cage.

4) All interior domestic ball valves shall be
   A) Domestic Made
   B) Full Port ball valves
   C) 2-1/2" and larger 3 piece full port ball valves

5) Pressure reducing valves smaller than 2" shall be Wilkins. 2" and larger shall be Cla-Val or Bermad.
   A) Backed on Epoxy Finish
   B) Domestic Made
   C) Local supply, technical support and warranty service.

6) Restroom Fixtures shall be China Fixtures manufactured by American Standard, Kohler or Crane.
   A) Sloan Flushmeters
   B) Chicago Faucets and anglestops
   C) Stainless Steel braided flex lines
   D) Local supply, technical support and warranty service.

7) Institutional Fixtures shall be Stainless Steel as manufactured by Acorn manufacturing for water closets, urinals, lavs and combo units.
   A) Installed per manufacturer specifications.
   B) Local supply, technical support and warranty service.

8) Water closets shall be wall-hung and of the blowout action type except where noise is a problem.
   A) Provided with smith carrier support

9) Urinals shall be wall-hung and of the blowout type with a minimum 1¼″ top spud and a minimum 2″ inside outlet connection.
   A) Public and Institutional use shall be installed by carrier mounting bracket.
   B) Staff be provided with backing plate for standard mounting.

10) Lavatories shall be equipped with aerator to limit of flow to 0.5 gallons per minute and also equipped with device to limit outlet temperature to a maximum of 110 degrees Fahrenheit.

11) Kitchen fixtures stainless steel or cast iron shall be American Standard, Kohler, Crane, Just or Elkay.
   A) Chicago Faucets and anglestops
   B) Insinkerator garbage disposal ½ H.P. or larger

C) Stainless Steel sink minimum 20 gauge
D) Basket Strainer heavy brass chrome plated
E) Stainless Steel braided flex lines
F) Domestic Supplier
G) Local supply, technical support and warranty service.

12) Each plumbing fixture shall have a loose-key stop valve at the unit for minor repairs.

13) Each restroom shall have H&C shut-off valves located in the restroom.

14) All floor drains shall have a method of priming trap.
A) By sloan valve tailpiece
B) By trap primer device with access

15) All janitorial closets shall be equipped with a corner, floor-mounted cast iron porcelain mop sink. Walls behind and adjacent to sink shall have FRP or ceramic tile. Floors shall be either sheet vinyl or sealed smooth finish concrete.

16) Water Heaters shall be Lochinvar, A.O. Smith, or American Standard.
A) Domestic Supplier
B) Local supply, technical support and warranty

17) Domestic hot water storage tanks shall be glass-lined for longer service. Larger tanks shall be provided with two outlets with anodes and a drain line to the nearest floor sink. All hot water tanks with a domestic water connection beyond a pressure regulator or backflow device must be provided with an expansion tank, per code. Ball isolation valves shall be provided for quick change-out of units.

18) All domestic hot water tanks shall have a smitty pan with a copper pipe drain line extended to a drain location permissible by code.

19) Clean-outs shall be located for clear working space to accommodate a large plumber's snake. Clean-outs shall be located in a wall above the flood line of all fixtures. Urinals shall have clean-outs installed in the vent line above each urinal.

20) A wall clean-out and a floor drain shall be provided for each restroom when a floor drain is required by code.

21) After pressure testing, clean-outs shall be removed and lubricated with non-hardening joint compound. Clean-out plugs should be brass.

22) Fire Sprinkler System shall be a minimum of Schedule 40 Pipe on 2-1/2" and smaller. No exceptions.

23) A domestic cold water line with hose bibb, as well as a floor drain in air conditioning rooms shall be provided for the cleaning of coils and equipment.

24) Provide domestic cold water line with hose bibb on roofs that have air conditioning units on roof for cleaning of coils.

25) All can-outs sleeves shall be provided to accommodate piping penetrating concrete above grade. The sleeve shall be removed after the concrete is dry and a thorough application of seal and waterproofing around the piping shall be made after installation.

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## DESIGN CRITERIA 14 — HEATING, VENTILATING, AND AIR CONDITIONING

**A. EQUIPMENT AREAS**

1. Shall have adequate space to:

   a. Service and maintain equipment.

   b. Disassemble and remove any and all equipment and components in case replacement is necessary. This shall include adequate doors or access openings in the room and adequate provision to otherwise remove components and equipment from the building without disturbing walls or other permanent building appurtenances.

2. Shall have waterproof floors and slope to a multiple drains situated to collect water without damaging surrounding areas.

3. Shall be ventilated to prevent heat build-up.

4. Shall have adequate light fixtures with switches in areas requiring service and maintenance.

5. Shall be located at ground level with direct access to the outside, whenever practicable. Use vibration isolation and sound insulation where necessary.

   a. Shall not be located adjacent to or over executive offices and, if possible, not over any office or storage area.

6. Shall not be used for fresh air or return air plenums.

7. Shall have **at least** one 115-volt, single-phase, service outlet.

8. Shall have built-in work station complete with computer, monitor, and printer. Station shall have lockable file drawers and storage for service manuals.

9. Shall have built-in plan table/work surface complete with plan storage.

**B. EQUIPMENT**

1. County of Orange policy prohibits the use of R-11, R-12, R-113, R-114, and R-115 refrigerants in air conditioners and related equipment used in County of Orange buildings. These refrigerants have significant effects on atmospheric ozone layers. Only exceptional cases, in which it can be demonstrated to the County of Orange that no substitute exists, may these refrigerants be used for small refrigeration applications such as refrigerators, drinking fountains, and ice makers. Any exceptions shall be clearly indicated in the schematic design. R-22 refrigerant is an acceptable alternate at this time and with good engineering will not compromise system performance or energy efficiency. Alternate refrigerants need to be approved by A&E and F.O. before they are written into the specification.

2. *General:* All mechanical equipment shall be of a manufacturer that is reputable and who stocks replacements locally (Southern California area) so that replacement parts are readily available.

3. All mechanical equipment shall have ball or roller bearings in place of sleeve bearings where possible.

4. Where lubrication fittings are required, they shall be easily accessible and extended to the outside of the equipment for easy access.

5. Air filters shall be of the fiberglass disposable type unless special conditions warrant otherwise. Easy change-out filter racks shall be provided.

6. All Auxiliary drain pans shall be provided under all evaporators located over offices or storage areas and shall be of Stainless Steel construction.

7. Access doors shall be provided to conveniently service, clean and repair mixing dampers, static dampers, heating and cooling coils, *etc.*

8. Convenient access shall be provided for all fire dampers for inspection and service. A-E shall design the project so there are no obstructions to the access door and the associated fire damper

9. Isolation valves shall be located outside of the building for gas, water, central heating, or cooling water lines.

10. Piping, valves, *etc.*, shall be located so that they can be operated, serviced, and replaced with ease when necessary. Clearance shall be provided for unscrewing threaded valves, fittings, *etc*. Wrench clearances shall be adequate.

11. Air handling systems shall be designed so that condensate forming on cooling coils is not carried over into the duct system nor prevented (by vacuum) from flowing into the drain line.

12. Duct systems shall be sheet metal, supported directly to building structure. Flex ducts may be used for six (6)-foot maximum length runs for convenience and economy.

13. Duct insulation shall be employed for sound deadening and thermal insulation in accordance with good general practice.

14. The use of fiberglass duct board shall be prohibited.

15. Where equipment is located in above-ceiling areas, its type and location shall be identified on ceiling access or panel.

16. Emergency cut-off valves shall be provided on utility lines in tunnels, pipe chases, or restricted access areas.

17. Small air conditioning units shall have crankcase heaters on compressors.

18. Sight gauges or an approved level indicator shall be provided on all bladder-type expansion tanks and isolation valves on inlet pipes.

19. Inlet and exhaust air vents shall be spaced apart sufficiently to preclude short-circuiting of air and/or fumes.

20. Square type diffusers shall be used wherever possible.
21. In central systems, consideration shall be given to providing two cooling machines, each of half the required capacity, so that one unit can be used when the other is temporarily out of

service. Control devices shall be provided to accomplish this. Units shall be sequenced to equalize wear.

22. All air handlers shall have full economizer and relief capabilities.

23. Use of electric heating should be discouraged.

24. Direct-drive compressors are preferred over hermetically-sealed units.

25. Air conditioning units below 100-ton capacity shall have **air-cooled** condensers with means for automatic head pressure controls wherever and whenever practical.

26. Air conditioning units shall be designed for an eighteen (18)-hour day conservation of utilities program.

27. On multi-storied buildings, isolation valves shall be installed in branch lines off each chilled water, hot water, steam, condensate, and control air header line.

28. Visual water treatment indicators shall be installed on hot water heating and chilled water cooling closed systems.

29. Chilled water cooling systems shall have the fan coils designed for 50 degrees Fahrenheit entering-water temperature and the chillers designed for 48 degrees Fahrenheit leaving-water temperature.

30. Heating and cooling hydronic systems shall be thoroughly flushed and cleaned. The iron oxide in the system shall be 0.5 PPM or less at the time the system is turned over to the County of Orange personnel. System strainers shall be removed and cleaned. Chemical treatment systems shall be installed and made ready for addition of chemicals by F.O. personnel.

31. Steam blow-off valves shall be vented to the atmosphere at a safe height.

32. Air Conditioning Compressors

    a. Shall have an EER of 14 seer or higher.

    b. All compressors above two (2) tons shall have thermostatic expansion valve for refrigerant regulation.

    c. All compressors twenty-five (25) tons and above shall be industrial rated with oil pump and failure protection.

    d. All reciprocating compressors shall have un-loaders of the mechanical suction valve lifting type whenever un-loaders are specified.

    e. All rotary screw compressors shall be open drive, horizontal and industrial rated.

33. All split-system direct expansion units are to have ball isolation valves on suction, hot gas, and liquid pipes. All driers are to have isolation ball valves with bypass line and access valve on the isolated drier.

**C. CONTROLS**

1. Automatic restart features shall be provided for restarting equipment in case of power failure. Sequencing controls shall be incorporated when necessary to prevent instantaneous overload.

2. The direct digital control is the preferred control system. This will enable the controls to be directly linked to the energy management computer without interface.

3. Individual air handlers shall have bypass time switches.

4. Provide key-locked covers for all room thermostats.

5. Provide twenty (20) CFM of outside air for each anticipated occupant, as per A.S.H.R.A.E. standards.

**D. MISCELLANEOUS**

1. CFM requirements for each area and room shall be listed on mechanical drawings. On major projects, an air balance report by an independent testing company (a certified member of Associated Air Balance Consultants) shall be included as a requirement to the Contractor for review by the A-E.

2. Utility meters shall be located outside of buildings where utility company has free access for reading meters or in utility spaces accessible directly from outside doors. Individual buildings on a site shall be sub-metered separately. Consult with appropriate utility company representative for placement of each utility meter.

3. Safety disconnect switches shall be provided for all motors that are out of sight of breaker panels. Switch must accept a padlock.

4. Emergency cut-off switch shall be located at outside entrance to all equipment rooms to shut off the equipment.

5. In order to provide service to spaces that are not used on a daily basis or that are used after hours, each shall have an independent HVAC unit that services only that space. This will conserve energy by heating and cooling these areas only when they are occupied. These areas shall have their own wall-mounted thermostats with plastic lock boxes.

**E.** ADDITIONAL HVAC Criteria (Bill Martinez) In the event any of the above conflicts with the following the following shall prevail.

1. No fiberglass duct liner is to be installed within any airstream including all types of duct work, terminal air units, mixing boxes, vav boxes air handlers or any other means of supplying air to conditioned or unconditioned spaces.
2. All duct liner to be non-fiberglass material but still needs to meet the R-8 value.
3. All duct supplying air from any air handler, packaged a/c unit, split system mixing box, terminal air unit, or vav box duct work to be spiral pipe or approved rectangle or oval. <u>Aluminum flex</u> <u>or 25 ft. flex duct</u> is unacceptable.
4. All flex duct is to be <u>Thermaflex GKM</u> 7 ft. tails complete with metal collars or approved equal , under no circumstances will any flex duct exceed 7 ft. lengths and be of raw ends
5. All HVAC equipment to be supplied with throw handle service disconnects at equipment including exhaust fans. They are to include hand off auto switches when applicable
6. All new HVAC and Refrigeration equipment installed in any County facility is to be of the latest E.P.A. recommended refrigerants. Example R-22 should be phased out so air

conditioning equipment should be R-410A or equivalent and refrigeration equipment should be R-404A or equivalent.

7. All evaporator and hot water coils being designed for air handlers must have electro fin coil coating or equivalent to prevent aluminum from deteriorating over time.
8. All new air handlers are to have accessible stainless steel drain pans and stainless steel cabinets beyond cooling coils.
9. All new air handlers installed are to have 4" 35% efficiency pleated pre filters and minimum 12"deep 85% efficiency final filters with galvanized steel "type 8"frames and Dwyer2000 series Magnehelic gauge or approved equal.
10. Ultraviolet Lights are to be installed in all air handler and air conditioning equipment including packaged and split type units and are to have an external switch to turn off for service and are to have operating instructions and paperwork for replacement bulbs included in submittals. Excludes mini split type units which have no place to install the ultraviolet light.
11. All air handlers are to be equipped with shatter proof internal lighting in all compartments necessary for service.
12. Under no circumstances are there to be any adapter or transition curbs installed on any packaged A/C unit replacements all existing curbs must demolished and replaced in its entirety.
13. Any new packaged A/C unit purchased or installed with fiberglass duct liner faced or unfaced must be encapsulated entirely with Design Polymeric's DP 2510, DP 2515, or approved equal.
14. Duct cleaning, all sheet metal cutouts for access to clean ducting shall be cut neat to a square or rectangular dimension and must have an air tight operable access door installed upon completion of the job and marked on an as built drawing for future access to the duct for cleaning or inspection no overlap sheet metal patching with screws or any other means is allowed.
15. All duct installed greater than a 10" diameter in any county owned facility which penetrates a roof or wall is to have burglar bars constructed of heavy gauge steel per burglar bar code installed at roof penetrations or wall penetrations no exceptions.
16. Any new condensate drain piping installed on any HVAC system is to be done in copper pipe only and is to slope per applicable codes, any new hot water piping installed on any Boiler system, reheat coil or HVAC heating system is to be done in copper pipe only. No steel piping will be accepted under any circumstances.
17. All chilled water or hot water piping installed outdoors is to be insulated and is to have metal jacket type barrier installed with bands per applicable code. PVC jacketing is unacceptable and by no means to be installed outdoors.
18. All new cooling towers are to be constructed of stainless steel basins and stainless steel upper hot boxes including all fastening hardware of the same grade of stainless steel as the tower, And are to have variable frequency drives installed on fan and or fans.
19. When pumps are installed provide a common gauge tapped into supply and return of pump with all necessary shut off valves for operation.
20. All pumps and piping installed are to be properly cleaned, flushed, aligned and balanced by contractor prior to start up including all slag left from any welding.

    Any air handler, packaged air conditioning unit or any other belt driven HVAC unit which has adjustable sheaves installed by factory must be replaced with proper sized fixed sheaves before acceptance by the County of Orange.
21. Any split type A/C unit installed in any County of Orange facility which comes with factory flare fittings is to be reconfigured to eliminate flare fittings and to be brazed entirely.

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## DESIGN CRITERIA 15 — LIGHT LEVELS

In order to conserve energy, lighting shall be designed in full compliance with the applicable sections of *Title 24, California Code of Regulations* (See 1.5 Quality of Work).

In order to provide adequate illumination as recommended by the Illuminating Engineering Society, the use of highly efficient diffusers (within the constraints of budget) must be considered; and however energy efficiency lighting such as LED and advanced lighting controls where possible.

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## DESIGN CRITERIA 16 — ELECTRICAL

The steady rise of costs for material and labor demands that maximum utility and flexibility be designed into all County of Orange facilities for serving future electrical use needs. A trade-off between initial installation costs and costs involved in future modifications must be made to ensure an adequate level of service to County of Orange users. The use of walker ducts (floor electrical chases) or future electrical floor outlets shall be considered in the initial design to accommodate future reconfiguration of shelving.

**General Requirements, Clarifications and Exceptions:**

Equipment (Reference: 11 00 00)

- Three-phase motors shall be high energy efficient type (*Example:* Gould "EE").

Common Work Results for Electrical (Reference: 26 05 00)

- Electrical service shall be supplied in accordance with the County of Orange's Codified Ordinance, Title 7, Division 2, Article 1 (*Adoption of the latest National Electrical Code and Amendments Thereto*).
- Plugs, switches, and lights shall be marked and identified with E-Z markers or dymo-taped and pen-marked (with permanent marker) inside cover to show panel and circuit breaker number. Wires shall be marked with circuit numbers using Brady markers (or equal) at panel.
- All computer circuits shall have a maximum of three (3) computer outlets, shall be identified as dedicated circuits, and be wired with an isolated ground.

Low-Voltage Electrical Power Conductors and Cables (Reference: 26 05 19)

- Use of aluminum wire is **not** permitted.
- Provide shielding for electrical magnetic interference (EMI) between electrical and telephone/data rooms. (See Uniform Electrical Code Section TIA/EIA 569.)

Lighting (Reference: 26 50 00) & Exterior Lighting (Reference: 26 56 00)

- Light fixtures shall be of the low maintenance type. Incandescent fixtures are to be kept to a minimum.
- Lighting systems shall be tied into the Energy Management System (EMS). Photo cells shall be provided.
- Design shall include flexibility in providing manual light controls (override switches) for after-hours work and audio-visual needs.
- Separate override switches for all interior lights shall be provided and located just inside the staff entry door.
- Light panels shall be located in the electrical room. Telephone terminals/system shall be located in a separate telephone/equipment room.
- Use of incandescent lamps shall be discouraged, but if used, shall be specified to have a life of three thousand (3,000) hours or more.
- Energy conserving fluorescent tubes shall be used on all fluorescent light fixtures. Use General Electric *Watt-Miser II* fluorescent tubes, with energy-saving ballast, or an approved equal. Tubes shall be four (4)-feet in length whenever practical. Standard F40CW tubes shall be specified for outside use.
- Metal halide shall be considered for interior lighting source as long as adequate foot candles are provided in all areas.
- Recessed lamps shall be compact fluorescents with reflectors where applicable.
- Ballasts shall be thermal protected and be of "A" or "B" class quality for control of sound level. Ballasts shall be Energy Saver Type III. All ballasts shall be electronic ballasts.

- The use of metal halide and other highly efficient lighting shall be fully considered for energy conservation — for exterior use only.
- The design of indirect lighting shall include the use of lenses to prevent the build-up of dust in the fixture.
- As much as possible the number of different types of fixtures are to be limited to make change of bulbs/lights as economical as possible.
- A central battery back-up system/inverter shall be provided for the lighting system.
- Exit lights shall be Light Emitting Diodes.
- Separate override switches for all exterior lights shall be provided, including parking lot lights. Override switch shall be located in the electrical room and be clearly identified.
- Meters shall be located outside of buildings or in utility spaces accessible for utility company directly from an exterior door. Individual buildings on a site shall be sub-metered separately.

Low-Voltage Circuit Protective Devices (Reference: 26 28 00)

- Circuit breaker panels shall be indexed showing room number and dated.
- Spare fuses shall be provided at each location of fused switches of 600 volts or higher.

Low-Voltage Controllers (Reference: 26 29 00)

- All motor starters shall have a hand-off auto switch.

Facility Electrical Power Generating and Storing Equipment (Reference: 26 30 00)

- Exercise clocks shall be provided at Emergency Generators, if applicable.

Common Work Results for Electronic Safety and Security (Reference: 28 00 00)

- Fire alarms must be approved by the local Fire Marshal and have been in operation in an industrial or commercial building for at least two (2) years with no recurring maintenance problems. Alarms must be simple enough that local alarm maintenance companies can provide routine service and parts available within a 50-mile radius of Santa Ana.
- Fire alarm system shall be monitored by the installation contractor for a period of one (1) year after Date of Acceptance. System shall be capable of reporting to a remote monitoring station, of the County of Orange's choice, after the one (1) year period is up without any modification to the equipment.
- An alarm silencing button shall be located on the alarm panel.
- Fire Alarm System shall have a battery back-up capable of maintaining a forty-eight (48)-hour power supply while under load.
- Contractor to provide and install an 8½″ x 11″ floor plan, identifying all zones, alarm panel, key pads, and all devices. This is to be mounted next to the fire alarm key pad at the staff entrance in a protective frame as approved by the Fire Inspector.

## SUBSECTION - ARC FLASH ANALYSIS

The A-E will provide an Arc Flash Study/Report for all projects that have new, added or removed electric power distribution equipment.

**QUALIFICATION:**
The Arc Flash Study/Report shall be performed and certified under the direct supervision of a California Electrical Professional Engineer (PE) with a minimum of 5 years of experience in Arc Flash Analysis.

**REFERENCE:**
All Arch Flash Study/Report work shall reference the latest published codes and standards including but not limited to the following:

- OSHA 29 CFR 1910 Subpart S DESIGN SAFETY STANDARDS FOR ELECTRICAL SYSTEMS
- IEEE 399 - Recommended Practice for Industrial and Commercial Power Systems Analysis
- IEEE 242 - Recommended Practice for Coordination of Industrial and Commercial Power Systems

All Arch Flash Study/Report work shall comply with the latest published codes and standards including but not limited to the following:

- IEEE 1584 - Guide for Performing Arc-Flash Hazard Calculations
- NFPA 70 - National Electrical Code (NEC)
- NFPA 70E - Standard for Electrical Safety in the Workplace

**DESCRIPTION:**
In order to properly perform the arc flash analysis, the following studies/calculations shall also be performed:

- Short circuit study to verify equipment duties in the system. The short circuit study shall verify the system electrical equipment is properly rated to withstand and interrupt the expected bolted and arcing faults in the system. Short circuit calculations shall comply with ANSI C37.010, C37.13, C37.5, IEEE 141 and IEEE 399.
- The exposure values and arc flash protection shall be per IEEE 1584 methodology.
- Protective device coordination study to determine if the system protection characteristics are sufficient to provide reliable power to the facility.

**ANALYSIS SOFTWARE:**
The arc flash analysis shall be performed using ETAP software. An electronic copy of the software model and database shall be provided to XXXX for incorporation into the XXXX model.

**PRODUCTS:**
The arc flash analysis shall be incorporated into a comprehensive written report provide to XXXX which includes, but is not limited to the following:

- Equipment duty study and recommendation
- Coordination study and recommendations
- Arc flash analysis and recommendations to mitigate to a Category 2 or below
- Results suitable for the creation of labels to be place on project electric power equipment. Data shown on the label as indicated in NFPA70E and as required and must include Arc Flash Boundary, Incident Energy, and required Personal Protective Equipment (PPE.)
- A complete updated one line diagram in AutoCAD XXXX files on CD and ANSI B (11x17) size drawings

**EXECUTION:**
Contact XXXX for access to existing fault current and arch flash hazard studies. Field data (cable length, type, and sizes, devices and settings and transformer impedances) may need to be collected to augment and/or confirm existing information.

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## DESIGN CRITERIA 17 — SOUND SYSTEMS

Due to the variety of sound systems (audio communications) required by the County of Orange, *e.g.*, paging, two-way intercom systems, background music, *etc.*, system design shall be based on the parameters peculiar to and dictated by the area involved and the intended use. Some of the items to be considered are as follows:

1. Sound equipment shall be located behind the Circulation (Reception) Desk.

2. Workmanship shall meet professional standards. Cable connections shall be by means of spade lugs or Switchcraft or Cannon connectors. Solder joints shall be insulated with shrink-wrap. All cables shall be run in wire mold, rigid, or EMT conduit. Cables carrying different signal levels shall be isolated in separate conduit. Individual cables shall be identified by use of E-Z Markers. Care shall be taken in wiring so as to avoid damage to the cables or to the equipment. Hardware used for identical purposes shall be the same for all systems. Custom fabrications shall have the appearance and structural integrity of professionally manufactured, commercially available items. Labels showing switch function, speaker zones, *etc*., are required by this specification. They shall be permanently engraved upon the equipment surface. In the absence of specifications regarding details, the best commercial practice shall prevail and first-quality material and workmanship shall be required. Zip cord is **not** allowed.

3. Precautions must be taken to guard against electromagnetic and electrostatic hum induced into the system.

4. Physical separation is required between audio cables and lighting or power wiring. This is due to the fact that light controllers employ phase control circuits and typically generate power line noise manifested as sound system "buzz."

5. Electronic equipment shall be manufactured by a reputable company and be manufactured of the most basic materials. Equipment shall comply with, or exceed, all specification requirements of dimension, function, power, structure, durability, and appearance. All equipment shall be designed for commercial use.

6. The Sound Contractor shall be the factory-authorized distributor, in good standing, for the major equipment components offered.

7. The physical configuration of the system components shall be such as to facilitate setup, maintenance, and repair of any component.

8. Acoustical requirements must be considered in the design of systems. Selection and installation of acoustical material shall be done by an authorized acoustical contractor only, as approved by the architect. The architect should have the service of a component acoustical consultant/designer to engineer the system around the acoustic parameters of the facility.

9. Conduit for speaker runs shall be a minimum of ¾ inch in size and no more than three 90 degree bends, with pull boxes no more than 150 feet apart. Pull cords shall be placed in all conduits.

10. Critical built-in systems shall provide for convenient access to the equipment to allow for ease of service.

11. Wiring and/or cables shall be protected in wire mold, EMT or rigid conduit, when possible. Wiring within conduits shall utilize jacketed (non-conductive), twisted-pair(s) cables for all services. Microphone and line level cable pairs shall be individually shielded and insulated from each other. Cables shall be splice-free for the entire cable length, and properly routed in such a way as not to obstruct the back panel surface. Audio system receptacles, mounting plates, and back boxes shall be grounded to the conduit system ground.

12. Wiring within equipment racks between items of equipment shall be made via jacketed (non-conductive), shielded, twisted-pair(s) cables. Ground shields shall be used for the purpose of shielding. Grounding of shields for microphone lines shall occur only at the microphone frame and input to preamplifiers unless routed via patch panels. Grounding of all line level circuits shall occur at the inputs to permanently connected terminating equipment unless routed via patch panels. Where microphones and line level circuits are interrupted and/or interconnected via patch panels, cable shields shall be grounded at the jack frame only. Where cables interconnect between jack panels, cable shields shall be grounded at the termination only. Microphone and line level patch systems shall be segregated and separately grounded to the ground bus.

13. Grounded and non-grounded cable shields shall be terminated with "shrink-on" type tubing. Jack frames shall, in all cases, be insulated from the equipment rack. Grounds and ground busses shall be connected to a "wet earth" copper ground stake imbedded to a depth of at least ten (10) feet and connected via a "No. 4" gauge minimum insulated stranded copper cable or approved cold water pipe ground. This ground shall be used for the sole purpose of providing a ground to the audio system. Equipment racks shall be grounded at a single point to the ground bus and shall be checked for ground continuity between the equipment casing and the equipment rack.

14. Microphone level, line level, loudspeaker level, and DC control cable lines shall each be separately bundled and routed at all times. Cables and cable bundles, run within equipment racks, shall be securely laced or tie-wrapped to cable support members while maintaining convenient access to all equipment connections. Microphone and loudspeaker level cables shall not pass through common junction boxes unless fully grounded and electrically conductive partitioning is provided. AC power cables to AC outlets within equipment racks shall be run in steel conduit. Connectors to screw terminals shall be made via spade-type connectors and shall be appropriately numbered with E-Z markers. Due care shall be exercised to ensure that the work is neat and that receptacles, plates, *etc.*, are plumb and squarely mounted.

15. Paging systems shall be capable of announcements of 25 decibel (db) above the ambient noise level of a given area. This shall be measured on the "A" scale of a sound meter.

16. Complete operational instruction manuals, schematic diagrams, manufacturers' specifications, and overall layout indicating locations of various system components shall be provided to the County of Orange. Two wire as-built drawings of the system(s) shall be provided to the County of Orange.

17. A&E reserves the right to approve all systems design **prior** to procurement and/or installation. Design schematics and material lists should be submitted to A&E as early as practicable to achieve this milestone and to avoid overall project delays. This provision takes precedence over all others in this "guideline."

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NOTE: Recommended source for approved industry standards and practices, *Sound System Engineering*, by D. & C. Davis, published by Howard W. Sams & Co., Indianapolis, Indiana (current editor)

## DESIGN CRITERIA 18 — TELEPHONE LINES AND EQUIPMENT

Prior to the start of design for the telephone and data equipment systems, a pre-design meeting shall be held with OCIT.

The steady rise of costs for material and labor demands that maximum utility and flexibility be designed into all County facilities for serving future telecommunications needs. A trade-off between initial installation costs and costs involved in future modifications must be made to ensure an adequate level of service to County users.

Coordination shall be made with the proper telephone company vendor and other suppliers to ensure that feeder requirements are met (routing and sizing), as well as equipment room specifications (location and layout)

Basic guidelines to be considered in designing telephone services layouts:

1. Telephone wall outlets must be an approved electrical junction box with a telephone cover plate. All telephone cables shall be run in conduit Floor outlets shall be a minimum of 1¼ inch diameter with an appropriate monument.

2. The maximum length of conduit per floor should be limited to one hundred fifty (150) feet; longer runs should be engineered by Telephone Services by exception.

3. Conduit runs must be limited to two 90 degree bends which are to have a minimum radius in feet equal to the diameter in inches.

4. Outlet boxes shall not be installed in ceiling space or by exception only, upon approval the County of Orange.

5. Minimum size of conduit shall be one (1) inch; do <u>not</u> use flexible conduit. Conduits connecting floors, such as risers, should be four (4) inches in diameter with straight runs or no more than one (1) sweep turn. All conduits should have appropriate pull strings in place in addition to the correct telephone cable.

6. No more than two (2) outlets should be multiplied to one home run conduit.

7. In all new construction and wherever possible in office remodeling, two (2) voice terminal outlets per office is the standard design criterion. These should be positioned on opposite walls, selecting strategic locations according to the likelihood of furniture placement. In staff work areas, staff work room, and reference work rooms, outlets shall be located at each work station or as indicated during design.

8. "Switch Rooms" and "Equipment Rooms" shall be separate from the electrical room and shall be sized to accommodate data systems equipment as specified by the County of Orange.

9. Switch rooms and equipment rooms shall be appropriately designated, including signage indicating "Authorized Personnel Only," and equipped with surface-mounted ¾″ x 4′ x 8′ plywood backboards, as specified.

10. Switch and equipment rooms may be shared by Data Services and Sound Systems, providing that total volumetric requirements for all services are met and that miscellaneous support services (A/C, electrical, *etc.*) required by each are included. Confirmation of the adequacy of space to be co-

occupied will be indicated by appropriate signature from each service entity on the architectural drawings.

11. One power outlet, 20 amp, 115 VAC, 60 Hz, duplex to be within two feet of each telephone outlet throughout the facility.

12. Telephone cabling shall be CAT- 6 (same as data cabling). Telephone and computer cables may be pulled in the same conduit. Minimum of four (4) cables per conduit to each work station where possible. Refer to data equipment design criteria. Label each cable with E-Z Marker labels at both ends. Telephone cable shall be a different color than the data cable.

13. The telephone system and equipment shall be specified and purchased through CEO/Telephone Services' standing contractor to ensure compliance with County guidelines.

14. The telephone backboard shall have two (2) double duplex outlets. Each outlet shall be a dedicated circuit with isolated ground.

15. Data system background shall be a 3/4" x 4' x 8' sheet of plywood and shall be separate from and placed next to the telephone backboard.

16. Both ends of all cabling, both telephone and data, shall be labeled using E-Z Marker Labels.

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## DESIGN CRITERIA 19 — DATA SYSTEMS INFRASTRUCTURE

Prior to the start of design for the telephone and data equipment systems, a pre-design meeting shall be held with OCIT.

Each new or rehabilitated building is to include, as standard requirements, the following components and/or features that will enable the subject building to support various electronic data systems.

### INFRASTRUCTURE REQUIREMENTS

**1. GENERAL DESCRIPTION**

All equipment and items mentioned must conform to the then-current OCIT specifications at the time of installation and upon completion of the construction of the facility.

**2. EQUIPMENT LOCATIONS**

To be determined by OCIT.

**3. EQUIPMENT INSTALLATION**

1. The equipment must be installed with sufficient air circulation — at least ten (lO) inches above, behind, and on all sides.

2. OCIT will be responsible for installation of all network equipment and connecting cables.

**4. CABLE REQUIREMENTS**

Provide data cable between patch panel and workstation. All cable will be CAT-6 lOOO base-T Ethernet compatible with the following minimum specification as listed below:

1. If plenum cable is required, PLENUM CAT-6 compatible will be used. All cable will be purchased by the Contractor.

2. Cable Layout *(Fig. l)*

   l.l When using a two-channel data raceway, refer to *Fig. 2* for typical installation.

   l.2 All cables will be terminated on the workstation end with CAT-6 RJ45 (8-pin) wired to 568B standard double-plug wall or floor plates *(Fig. 3).*

   l.3 Minimum two cables per wall or floor plate.

   l.4 Minimum one double-plug wall or floor plate per workstation. This will allow for flexibility and future growth.

   l.5 Cables will terminate in the phone room on a CAT-6 RJ45 patch panel *(Fig. 4).*

1.6 All pin-outs will be straight through, pin-to-pin, and conform to TlA-568B Wiring Scheme *(Fig. 5).*

1.7 All cables, wall plates, and patch panels will be labeled with adhesive labels, such as a "Brother P-Touch" label maker or equal.

1.8 All cable to be tested and certified to CAT-6 lOOO base-T Ethernet Standard.

3. CAT-6 Unshielded Twisted Pair (UTP) 24 awg is required throughout.

   1. Cable performance is intended for high-speed LAN applications (greater than or equal to lOOO Mb/s).

   2. Options are <u>either</u>:
      - lOO ohm UTP **or**
      - l5O ohm STP (Shielded Twisted Pair) Data Grade Media.

   3. All Premise Distribution System (PDS) wiring must follow the pattern as shown, and all pairs must remain intact, end-to-end, with no splices allowed.

   4. All punch-down and other connecting equipment must also comply with CAT-6 standards.

   5. In locations where PLENUM jacket is required to meet local codes, these standards must also be adhered to.

   6. CAT-6 cable, by definition, supports run lengths of up to lOO meters.

4. Phone Room

   1. Phone room will have one (l) equipment rack, standard nineteen (l9)-inch width. Capacity of the equipment rack will be determined by space availability. Where space is available, a 44U rack will be installed.

   2. Installation of two (2) 2O-amp electrical circuits with attached power strips that run up the wall adjacent to the shelving is required. Both circuits shall have isolated grounds.

   3. Miscellaneous shelving should be included adjacent to this area.

   4. When there is limited equipment space, an alternate equipment substitute to replace the l9″ racks will be two (2) or more Hubbell RE4x boxes stacked vertically on top of one another. Connect boxes with two (2) l ½ conduits. (*See Appendix Item 7.2.C* for specifications. **NOTE:** Equal product substitution may be made with prior written approval of OCIT.)

## 5. ELECTRICAL REQUIREMENTS

   1. Each workstation location must have a separate dedicated four (4)-plex electrical outlet with isolated ground to accommodate the microcomputer, barcode reader, and printer.

2. Dedicated computer outlets shall be clearly designated by color and markings.

3. Electrical outlets in the telephone/equipment room shall be at least four (4)-plex with isolated ground.

4. The electrical contractor is to provide a wiring scheme identifying the cable port on the patch panel and at the wall or floor plate at the workstation end.

## 6. EQUIPMENT REQUIREMENTS

Facility I.T. equipment will be selected for, and installed by, OCIT.

## 7. TELEPHONE/EQUIPMENT ROOM

An air conditioning duct is required to keep the room cool. This room will contain heat-sensitive equipment which dictates that the room be properly air conditioned.

## 8. SUMMARY OF CONTRACTOR AND ARCHITECT RESPONSIBILITY

### 8.1 Contractor

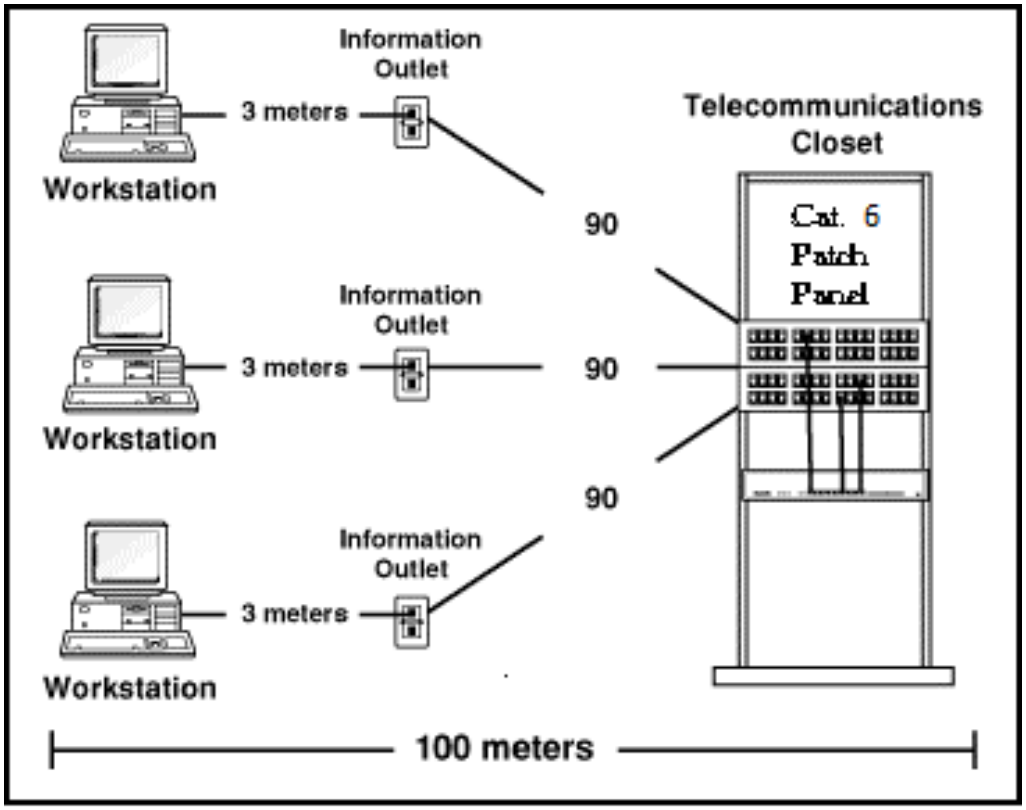
1.1.1. Purchase and install all cable, as specified. NO SUBSTITUTIONS.
1.1.2. Pull all cable with spare cable, as specified.
1.1.3. Provide electrical outlet boxes, as specified.
1.1.4. Provide the Architect with a set of redline drawings upon completion of construction.

### 8.2 Architect

8.2.1. Provide up-to-date blueprints to the ILCS Coordinator.
8.2.2. Notify OCIT Project Manager of any changes that will affect the system.
8.2.3. Provide County of Orange Project Manager with a set of as-built plans (record drawings) upon completion of construction.
*8.2.4.* Provide County of Orange Project Manager with an electronic CAD set of records in accordance with requirements set forth in Section 3.3 *(Drawing Sheets on Disk (CAD Data and Drawing Requirements)* of this guide.
*8.2.5.* Provide County of Orange Project Manager with complete electronic as-built set of project specifications at completion of project in accordance with requirements as set forth in Section 4.5 (*Record Specifications*).

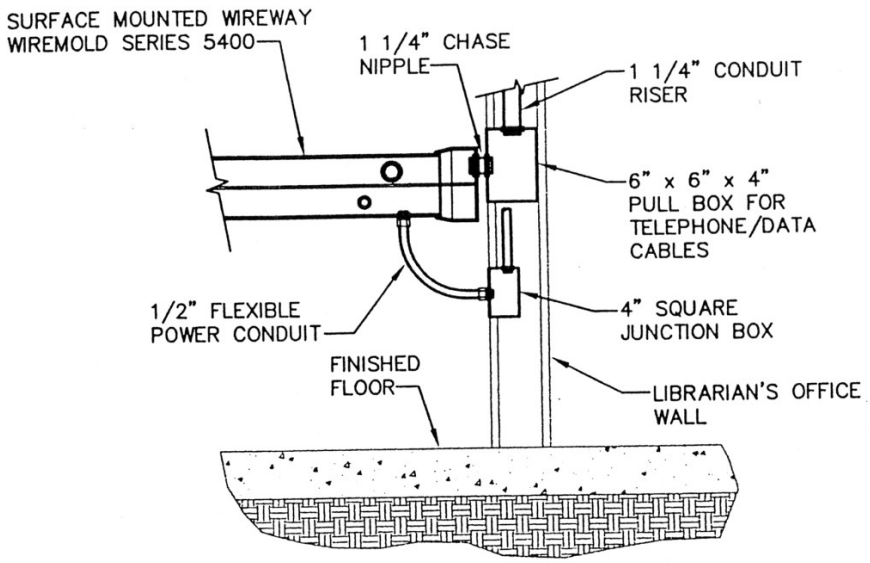
*(Diagrams referenced in Article 4.2 (Cable Layout), follow this pages.)*

# *Figure 1*




TIA 568B Wiring Diagram

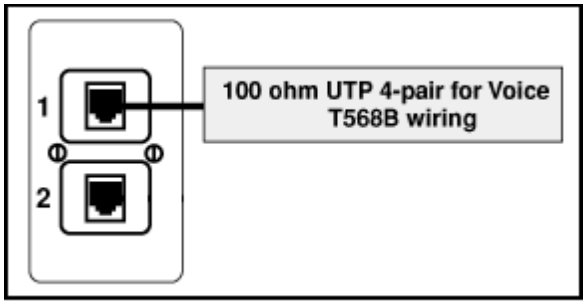
# *Figure 2*



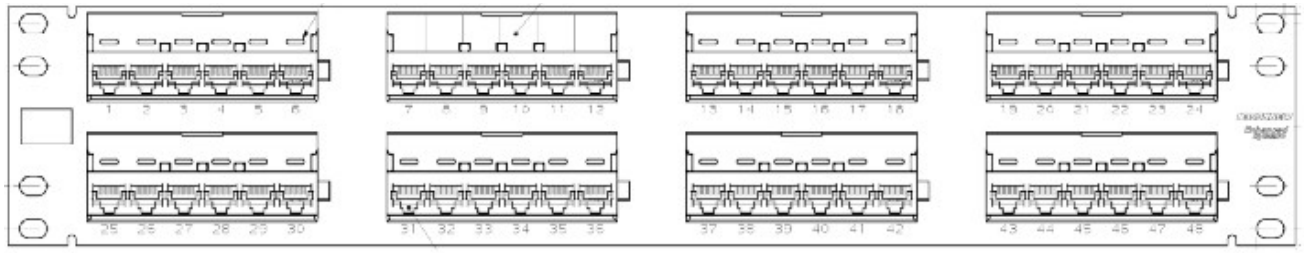

COMPUTER ROW RACEWAY SYSTEM

SCALE: NONE

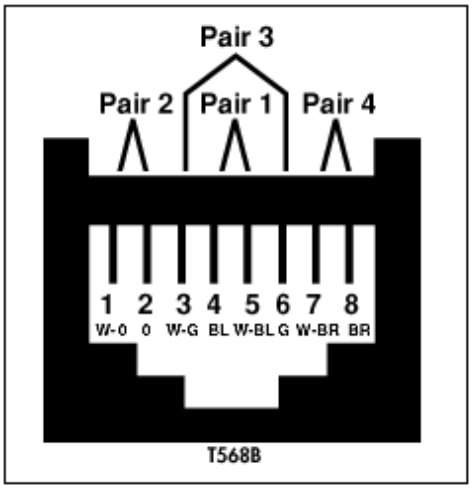
# *Figure 3*




# *Figure 4*



# *Figure 5*

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**DESIGN CRITERIA 20 - ROOFING**

## *2014 ROOF DESIGN CRITERIA*

PREPARED BY: Cindy Fleming, AIA, LEED AP

NEW BUILDING ROOFS:

1. New roofs shall be designed to meet all codes and ordinances in effect at time of permitting including support for HVAC equipment, insulation values, skylights and vents, guardrails at roof edges where required, fall protection where required, etc. These items shall be included in the A-E's plans and/or specifications for the project.

2. Flat roofs shall be sloped ¼" per 1'-0" min. to drains.

3. Roofing for low-slope roofs shall be long-life, Class A, Energy Star compliant, single-ply, thermoplastic PVC membrane over an appropriate protection board over rigid insulation whenever possible. The system shall be selected to be compatible with the substrate material.

4. Roofing for steep-slope roofs shall be evaluated for the specific project, substrate material and aesthetic requirements of the project.

5. Roofs shall provide for primary and secondary (overflow) drains.

6. Provide for walk pads to and around roof access locations, mechanical and electrical equipment including isolated equipment on the roof.

7. Roofing specifications shall require that the roofing installation shall be inspected and certified by the roofing manufacturer.

8. The roofing system shall provide a minimum 20 year full system labor and material warranty to cover the replacement of roofing materials, insulation, protection board (where occurs) and repair leaks due to defective materials or workmanship for the term of the warranty. Warranty shall state that the roof system is warranted for winds up to 85 mph. Warranty shall not have exclusion for ponding water. Warranty shall not include a provision for decreasing the value over the term of the warranty.

9. Roofing applicator shall guarantee the installation of roofing and flashing to be watertight for a period of 2-years from the date of substantial completion of the roof installation project.

10. Roofing applicator shall be currently approved and certified by the roofing manufacturer and have at least 5 years' experience installing the specified roofing system. Foreman on the project must also have 5 years application experience with the specified system.

11. Specifications shall stipulate that contractor is responsible for the protection and safety of his roofing crews, existing improvements and the public during roofing activities. Contractor shall provide all barriers, shoring, overhead protection, safety equipment and training necessary during the construction project. Contractor shall submit safety plan to the project manager.

RE-ROOFS:

1. The A-E shall perform a roof assessment of the existing roof conditions to include:

- Roof framing and structural considerations
- Type and general condition of the substrate
- Number and type(s) of previous roofs present
- Slope and drainage conditions
- Type and anchorage of mechanical equipment
- Condition of existing roofing penetrations
- Presence of asbestos containing roof materials (to be determined by lab analysis of core test)
- History of previous roof related problems
- Condition of existing insulation and/or desire for increased insulation values
- Assessment of safety measures that may not have been required at original time of construction but are required under current code including but not limited to guardrails, fall protection, etc.

2. Replacement of existing roofing systems shall include asbestos abatement where occurs, removal and replacement of existing flashings, gutters, damaged above deck insulation, damaged or deteriorated interior roof drain bodies, and removal of extraneous and abandoned roof mounted mechanical and electrical appurtenances, etc.

3. Design shall include correction of drainage deficiencies by means of tapered rigid insulation, crickets, scuppers or other means appropriate to the conditions.

4. Specifications shall include replacement of flashings and counter flashings around platforms, curbs, roof penetrations, expansion joints, etc. to ensure watertight conditions.

5. If the weight of the replacement roofing system exceeds the weight of the existing (removed) roofing system, A-E shall provide structural calculations to justify the proposed roof weights can be adequately supported by the building structural system.

6. Replacement of mechanical equipment shall be verified for weight in excess of existing (removed) equipment. If replacement or new equipment is heavier or has a smaller/larger foot print than prior condition, A-E shall provide structural calculations and drawings if appropriate to justify adequate support and anchorage.

7. Provide for walk pads to and around roof access locations, mechanical and electrical equipment including isolated equipment on the roof.

8. Roofing specifications shall require that the roofing installation shall be inspected and certified by the roofing manufacturer.

9. Roofing for low-slope roofs shall be long-life, Class A, Energy Star compliant, single-ply, thermoplastic PVC membrane over an appropriate protection board over rigid insulation. The system shall be selected to be compatible with the substrate material.

10. Roofing for steep-slope roofs shall be evaluated for the specific project, substrate material and aesthetic requirements of the project.

11. The roofing system shall provide a minimum 20 year full system labor and material warranty to cover the replacement of roofing materials, insulation, protection board (where occurs) and repair leaks due to defective materials or workmanship for the term of the warranty. Warranty shall state that the roof system is warranted for winds up to 85 mph. Warranty shall not have exclusion for ponding water. Warranty shall not include a provision for decreasing the value over the term of the warranty.

12. Roofing applicator shall guarantee the installation of roofing and flashing to be watertight for a period of 2-years from the date of substantial completion of the roof installation project.

13. Roofing applicator shall be currently approved and certified by the roofing manufacturer and have at least 5 years' experience installing the specified roofing system. Foreman on the project must also have 5 years application experience with the specified system.

14. Specifications shall stipulate that contractor is responsible for the protection and safety of his roofing crews, existing improvements and the public during roofing activities. Contractor shall provide all barriers, shoring, overhead protection, safety equipment and training necessary during the construction project. Contractor shall submit safety plan to the project manager.

ROOF MAINTENANCE SYSTEMS:

1. Occasionally the A-E is asked to extend the life of an existing roofing system until a larger project can be implemented that affects the overall roof conditions. For such projects, the A-E is to discuss the requirements of the project with the County project manager and evaluate the existing roofing conditions per Re-Roof item 1 above, then make recommendations regarding appropriate materials and actions to meet the requirements of the project.

2. If it is determined that a roofing maintenance system is to be used, the maintenance system shall have documented literature that it is recommended for the specified use, compatible with the existing roofing materials and will perform under the requirements of the project.

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## DESIGN CRITERIA 21 - FIRE PROTECTION

Where required, provide an appropriate fire protection system for building structure(s) the fire protection system(s) shall comply with the current Uniform Building Code (UBC) or International Building Code (IBC), California Building Code (CBC), Uniform Fire Code (UFC) or International Fire Code (IFC), National Fire Protection Association (NFPA), Orange County Fire Authority and the City or governing agency in which the building structure(s) is located. Verify for any special fire district requirements.

Submit drawings and calculations of the fire protection system(s) for review and approval by the appropriate agency or agencies listed herein. (see 1.5 Quality of Work).

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# DESIGN CRITERIA 22 – BUILDING AUTOMATION SYSTEMS
# (Section 15950)

## PART 1 - GENERAL

A) Description - Provide a Building Automation System (BAS) incorporating LONWORKS technology at the controller level and EC-NET AX (Niagara Framework) version technology at the network device level and as the network management tool. Jace's shall be Distech branded. All new and retrofit construction shall have the County's standard Building Automation system. The goal of a single standard is to reduce operational costs and increase efficiency. The BAS shall consist of Direct Digital Control (DDC) controllers, Building Controllers (BC), Graphical User Interface through standard Web browsers, sensors, relays, valves, actuators, and other equipment as may be necessary to provide for a complete and operational control system for the HVAC and other building related systems as described within these specifications.

i) The system installed shall seamlessly connect devices other than HVAC throughout the building regardless of subsystem type, i.e. HVAC, lighting, and security devices should easily coexists on the same network channel without the need for gateways. LONWORKS components not supplied by the primary manufacturer must meet approval of the County of Orange, and shall be integrated to share common software for network communications, time scheduling, alarm handling, and history logging.

ii) The documentation contained in this section and other contract documents pertaining to HVAC Controls is schematic in nature. The Integrator shall provide the hardware, design, engineering, and software necessary to implement the functions shown or as implied in the contract documents.

iii) System configuration and monitoring shall be performed via the existing Campus BAS interface computer. Modifications to the BAS database are subject to conditions review and acceptance by the County of Orange.

iv) All Variable Air Volume (VAV) controllers, application specific controllers, free programmable controllers, and all other field installed controllers for the HVAC system shall be provided, installed, configured, and programmed by the approved, authorized Distech Controls Integrator.

v) All system controllers shall utilize a peer-to-peer communications scheme to communicate with each other.

vi) Strict adherence to the System Integrator qualifications as detailed in section 1.3 B shall be enforced to maintain the integrity, reliability, performance, and warranty of the overall campus BAS.

B) Open Systems Design. - The BAS provided shall maintain open interoperability in the following areas.

vii) Communications - The intent of this specification is to provide a peer-to-peer networked, stand-alone, distributed control system with the capability to integrate ANSI/ASHRAE Standard 135-2001 BACnet, LONWORKS technology, MODBUS, OPC, and other open and proprietary communication protocols in one open, interoperable system.

viii) Network Management - Network management tools shall be based upon Niagara Framework technology as developed by the Tridium Corporation utilizing the Distech EC-NET AX version. All tools and hardware provided shall comply with the current release version of the AX Niagara Framework platform. The supplied computer (if required as part of this contract) software shall employ object-oriented technology (OOT) for representation of all data and control devices within the system. In addition, adherence to industry standards including ANSI / ASHRAE™ Standard

135-2004, BACnet and LONMARK to assure interoperability between all system components is required.

ix) Network Architecture - A hierarchical topology is required to assure reasonable system response times and to manage the flow and sharing of data without unduly burdening the customer's internal Intranet network. Systems employing a "flat" single tiered architecture shall not be acceptable.

x) User Access - The supplied system must incorporate the ability to access all data using standard Web browsers without requiring proprietary operator interface and configuration programs. An Open DataBase Connectivity (ODBC) or Structured Query Language (SQL) compliant server database is required for all system database parameter storage. This data shall reside on a supplier-installed server for all database access. Systems requiring proprietary database and user interface programs shall not be acceptable.

xi) One (1) laptop computer shall be provided for technician at end of project. Computer shall have latest version of AX Workbench installed. Contact County of Orange personnel to get latest computer requirements.

xii) Databases - All controller program graphics and network databases shall be provided in a Niagara Framework AX format. The database shall be constructed and stored on the County of Orange PC and provided on a separate CD upon final acceptance of the project. Construction of the database and programming shall follow the Campus methods and be performed by the Integrator, not a subcontractor or contracted engineering services. The Integrator shall have employees certified in Niagara AX for a period of no less than 1 year. An updated database shall be provided on a CD at the end of the warranty period.

xiii) Network Level Devices - All network level devices (devices that provide for communication interface between the LON and the Ethernet) shall conform to the current released version AX of the Niagara Framework (EC-NET).

xiv) Field Level Controls - All field level controls shall be certified to the current LONMARK standards appropriate to their application so long as an appropriate LONMARK Certification standard exist. The XIF file shall be provided to the County of Orange for all controllers provided under this specification. All points within a controller including hard I/O and software based points such as (constants, variables, NVI, NVO, SCPT, UCPT, SNVT, UNVT) shall be available for viewing and manipulation through any LONWORKS based network device, management or Graphical User Interface (PC based or Browser) tool. Any products that use explicit messaging shall not be acceptable.

xv) Software Tools - All software tools needed for full functional use, including programming of controllers, network management and expansion, and graphical user interface use and development, of the BAS described within these specifications shall be provided to the County of Orange or his designated agent. Any licensing required by the manufacturer now and into the future, including changes to the licensee of the software tools and the addition of hardware corresponding to the licenses, to allow for a complete and operational system for both normal day to day operation and servicing shall be provided. Any such changes to the designated license holders shall be made by the manufacturer upon written request by the County of Orange or his agent. Any cost associated with the license changes shall be identified within the BAS submittals.

xvi) SOFTWARE LICENSE AGREEMENT - The County of Orange shall sign a copy of the manufacturer's standard software and firmware licensing agreement as a condition of this contract. Such license shall grant use of all programs and application software to County of Orange as defined by the manufacturer's license agreement, but shall protect manufacturer's rights to disclosure of trade secrets contained within such software. The County of Orange shall be the named license holder of all software associated with any and all incremental work on the project(s). In addition, the County of Orange shall receive ownership of all job specific

configuration documentation, data files, and application-level software developed for the project. This shall include all custom, job specific software code, databases and documentation for all configuration and programming that is generated for a given project and/or configured for use with the BC, BAS Server(s), and any related LAN / WAN / Intranet and Internet connected routers and devices. Any and all required IDs and passwords for access to any component or software program shall be provided to the County of Orange. The System Integrator shall provide as part of the submittals a copy of the Niagara Compatibility Statement (NiCS) verifying that all aspect of the Niagara Framework maintain an Open System Design. The System as provided shall confirm with the following NiCS

| Property | Value |
|---|---|
| STATION COMPATIBILITY IN | All |
| STATION COMPATIBILITY OUT | All |
| TOOL COMPATIBILITY IN | All |
| TOOL COMPATIBILITY OUT | All |

xvii) Training - The controls contractor shall provide up to one week of Advanced Tridium certification training for 2 persons. Contractor shall provide for all costs for the attendance by the Owner. The class (es) shall be selected by County of Orange and the training provided shall include transportation to and from the school and lodging at a local hotel for the duration of the training if the training facility is located more than one hour away from County of Orange Fruit St facility.

xviii) Licenses – All Jaces shall only use Distech licenses. There shall be no 3rd party licenses installed for Jaces to be programmed. No 3rd party graphic applications requiring a separate license shall be used. Graphics shall be developed using Niagara tools.

C) Quality Assurance

xix) General - The HVAC Control System shall be furnished, engineered, and installed by an authorized, approved Distech Controls Integrator. All work provided under this section shall be provided by direct employees of the Distech Controls System Integrator.

xx) System Integrator Qualifications

The SI must be regularly engaged in the service and installation of LONWORKS Controls and Niagara Framework based systems as specified herein, The SI shall have a minimum of 5 years experience in the sales, installation, engineering, programming servicing and commissioning of LonWorks BAS. The Integrator shall submit a resume of no less than 5 LonWorks BAS projects dating back 5 years.

The system integrator must be an authorized factory direct representative qualified by a Distech Controls System Integrator Agreement and an EC-NET AX Agreement, and in good standing of the manufacturer of the specified hardware and software components. The Integrator must have a minimum of 18 months experience installing, engineering, and programming Distech Controls hardware and EC-NET AX software.

The SI shall have an office within 150 miles of the Building site that is staffed with a minimum of 2 technicians who have successfully completed the factory authorized training of the specified manufactures hardware and software components and have successfully completed a Niagara AX Framework approved course thru Distech Controls. SI must provide proof of required training. The SI capabilities shall include engineering and design of control systems, programming, electrical installation of control systems, troubleshooting and service.

The SI shall submit a list of no less than three (3) similar projects, which consist of Distech Controls / EC-NET AX Building Automation Systems as specified herein installed by the SI. These projects must be on-line and functional such that the County of Orange's/User's representative can observe the system in full operation.

The SI must be a licensed U.L. 508 panel shop, with the capability to manufacture, provide, and install U.L. 508 listed control panel assemblies to meet the existing Campus Standards.

All BAS system programming must by performed by an employee of the SI. Programming performed by outside contract services shall not be accepted. Demonstration of SI programming capabilities may be requested by County of Orange.

Construction of the database and programming shall follow the Campus methods and be performed by the Integrator, not a subcontractor or contracted engineering services. The Integrator shall have at minimum 2 employees certified in EC-NET AX.

xxi)Hardware and Software Component Manufacturer Qualifications

The manufacturer of the hardware and software components must be primarily engaged in the manufacture of LONWORKS based systems as specified herein, and must have been so for a minimum of five (5) years.

The manufacturer of the hardware and software components as well as its subsidiaries must be a member in good standing of the LONMARK Association.

The manufacturer of the hardware and software components shall have a technical support group accessible via a toll free number that is staffed with qualified personnel, capable of providing instruction and technical support service for networked control systems.

Acceptable manufacturers of the hardware and software components as specified herein are as follows: Distech Controls - No exceptions. Distech Controls regional office contact: Steve Floth at 503-699-1361

D) Submittals

xxii) General

Meet all applicable Submittal requirements of Division 1, Division 15, and the following including listed below and in the Submittal check list.

Provide to the Engineer and County of Orange all information or data necessary to determine compliance with these specifications.

Indicate dimensions, description of materials and finishes, general construction, specific modifications, component connections, anchorage methods, hardware, and installation procedures, including specific requirements indicated.

All Drawings and Diagrams shall be machine-drafted using AutoCAD 2000 or later, or Microsoft Visio. At project closeout, provide vellum plots and diskette or CD copy of control drawings and layout drawings to the County of Orange. In no case shall a proprietary database be used.

Provide system device and LAN conduit routing drawing, using building plans for a background. All controllers, gateways, hubs, devices and communication cabling shall be accurately shown, except that individual sensor I/O wiring and devices need not be shown. Layout drawings shall be the same size as the Engineer's construction documents.

xxiii) Hardware - Include a complete list of materials of equipment to be used, including technical data, performance curves, project specification sheets and installation/ maintenance instructions.

xxiv) Control Panel Design – Provide scaled panel design drawings including panel layout, wiring diagram, bill of materials, and electrical rating. All control panels to be constructed as a U.L. 508 listed assembly. All external wiring shall be connected to terminal strips mounted within the panel. Provide engraved phenolic nameplates identifying controlled equipment mounted on the face of control panels. A complete set of 'as-built' control drawings (relating to the controls within that panel) shall be furnished within each control panel. Place drawings in an adhesive back clear plastic document pouch. Adhere pouch to inside of door. See also section 7.6

xxv) Control System Diagrams - Provide schematic diagrams for each controlled system. Illustrate the relationship between control system and controlled equipment. Show all control elements. Show all terminations and cable/tube numbers.

Provide equipment interface details using actual equipment termination information. Blank terminals or "field verify" is not acceptable.

Provide individual diagrams for each mechanical system. If two systems are identical, then a single diagram may represent multiple mechanical systems. Notations like "this part here only applies to unit's xxx", etc. are not acceptable.

The control diagrams and sequence of operation shall be together on the same sheet and shall be suitable for posting.

The sequence of operation shall reference a schematic diagram of the controlled system. The sequence of operation shall describe in words the control strategies utilized, worded in such a way to serve as an informative reference to the maintenance and service personnel who will be responsible for unit operation.

Each component and instrument on the control diagrams shall have a unique tag number such as temperature element "TE-1". The sequence of operation verbiage shall make specific reference to the individual component tag numbers, such as "Controller (C-1) compares the space temperature sensor (TE-1) to set point, and modulates hot water heating coil valve (V-1) as required". The mechanical system being controlled shall be schematically drawn and show the measurement and control points, such as "TE-1" and "V-1".

xxvi) Graphic Displays - Include draft copies of graphic displays indicating mechanical system components, control system components, and controlled function status and value.

xxvii) Point List - Provide a point list for each system controller including both inputs and outputs (I/O) point, point number, the controlled device associated with the I/O point and the location of the I/O device. Use naming convention consistent with control diagrams and sequence of operation.

xxviii) Software manuals - Include software manuals that describe programming, testing, system overview. The manuals shall include a detailed description of each software feature including editing and writing control programs, reading or modifying printout and logs, adding, deleting and modifying user password, creating and modifying graphics. Software manuals may be provided on CD ROM in lieu of paper copy. If submitted as a CD ROM, the vendor shall arrange to review the software manuals with the engineer at the engineer's office.

xxix) Other Items Requiring Submittals

Point to point and basic function commissioning forms to be used on site for the start, test and check of network components and systems.

List of specific personnel who will be involved in the system installation and commissioning.

Functional performance test documentation and procedures to be used in commissioning control sequences.

xxx) Operation and Maintenance Manuals shall be submitted indicating the correct procedures and processes to operate and maintain the system. O&M's shall be delivered either hard copy or on a CD-ROM developed specifically for the project. Contractor shall submit (3) copies of the Operation and Maintenance Manuals.

xxxi) Parts List shall be submitted listing: manufacturer's name, part number, nomenclature, and stock level required for maintenance and repair necessary to ensure continued operation with minimal delay.

xxxii) Submittal Check List - The following Submittal Check list is intended to provide the SI, Consulting Engineer and County of Orange with a working document upon which to verify compliance with the major portions of the specification that can more easily be verified through printed documentation. It in no way excludes the SI from compliance or for verification of compliance of any portion of this specification.

Submittal Check List

| Section | Description | Rejected | Approved | Comments | Project Acceptance Submittal |
|---|---|---|---|---|---|
| 1.1D | Verify all primary HVAC controls provided by one approved manufacture | | | | |
| 1.2 | Open System Design | | | | |
| 1.2A | LonTalk compliance | | | | |
| 1.2B | Niagara Framework Network Management Tool AX version | | | | |
| 1.2E | Verify that controller program graphics and network database are provided in a Niagara Framework AX format | | | | |
| 1.2E | Provide Database on CD | | | | |
| 1.2F | Verify that Network devices are current version of Niagara Framework | | | | |
| 1.2G | Verify all controllers are LONMARK certified. Provide XIF file to verify exposure of all points. | | | | |
| 1.2H | Provide evidence of what Software tools will be provided | | | | |
| 1.2H | Software tools license change cost | | | | |
| 1.2I | Software Licensing NiCS | | | | |
| 1.2J | Training – provide list of training courses and cost | | | | |
| 1.3B1 | Provide evidence of ____ years in the controls business | | | | |
| 1.3B2 | Provide evidence of authorized representative of approved BAS manufacture | | | | |
| 1.3B3 | Provide office location, names of 2 technicians and certificate of training certification | | | | |
| 1.3B4 | Provide list of 3 projects | | | | |
| 1.4A,B,C | Provide control drawings | | | | |
| 1.4D | Provide graphics in draft form | | | | |
| 1.4E | Provide points list | | | | |
| 1.4F | Provide software manuals | | | | |
| 1.4G1 | Provide Commissioning forms | | | | |
| 1.4G2 | Provide a list of personnel for install and commissioning | | | | |
| 1.4G3 | Provide Functional performance test documentation | | | | |
| 1.4H | Provide Operational & maintenance manuals | | | | |
| 1.4I | Provide Parts List | | | | |
| 1.5 | Provide required training materials | | | | |
| 1.6 | Provide Verification of warranty of | | | | |

| | | | | | |
|---|---|---|---|---|---|
| | 12 months | | | | |
| 4.1A | Provide verification that all configuration tools are provided as Niagara Framework AX Wizards | | | | |

E) Training - Meet all applicable Training requirements of Division 1, Division 15, and the following.

xxxiii) Instruct the operators how to accomplish control of the system. Include basic troubleshooting and override of equipment and controls in the event of system failure.

xxxiv) Training Allowance: Provide not less than (_16__) hours formal training to the County of Orange's designated operations personnel.

xxxv) Trainers - Persons conducting the training shall be knowledgeable in the workings of the system, and shall be regularly engaged in training exercises, so as to provide effective training. Acceptability of the trainers shall be at the discretion of the County of Orange.

xxxvi) Training Manuals - Include the following in training manuals.

Manufacturer's training brochures.
Operation and maintenance manuals.
Completed Field Acceptance Test Procedure.
"As-installed" Drawings.
Manufacturer's Operation Manuals.
Software interaction sheets to be used in instructing students how to use the control system, on a command-by-command basis.

xxxvii) Training Classes - Prior to conducting training, prepare and submit for approval the proposed training literature and topics. Submit this information at least two weeks prior to the first class.

xxxviii) Provide approved training manuals to the County of Orange at least one week prior to the first class.

xxxix) Provide Audio Visual Turtorials both in a CD format and on the manufactures website instructing on the operation of the programming software tools as provided under this specification.

F) Warranty

xl) The HVAC Control System shall be free from defects in workmanship and material under normal use and service. If within twelve (12) months from the date of substantial completion, the installed equipment is found to be defective in operation, workmanship or materials, the building systems contractor shall replace, repair or adjust the defect at no cost. Service shall be provided within 4 hours upon notice from County of Orange's designated Representative.

xli) The warranty shall extend to material that is supplied and installed by the Contractor. Material supplied but not installed by the Contractor shall be covered per the above to the extent of the product only. Installation labor shall be the responsibility of the trade contractor performing the installation.

xlii) All corrective software modifications made during warranty service periods shall be updated on all user documentation and on user and manufacturer archived software disks.

**2) – NETWORK ARCHITECTURES AND DEVICES**

A) Networks – All network devices supplied under this section shall communicate over a Local Area Network (LAN). The LAN will be a 100 Megabits/sec Ethernet network supporting LonWorks, BACnet, Java, XML, HTTP, and SOAP for maximum flexibility for integration of building data with enterprise information systems and providing support for multiple Building Controllers (BC), user workstations and, if specified, a local server. The LAN will be provided by others. The SI shall coordinate with the General Contractor for the access to the LAN.

xliii) Local area network minimum physical and media access requirements:

Ethernet; IEEE standard 802.3
Cable; 100 Base-T, UTP-8 wire, category 5 Minimum throughput; 100 Mbps

xliv) Network Access - Remote Access - For Local Area Network installations; provide access to the LAN from a remote location, via the Internet. The County of Orange shall provide a connection to the Internet to enable access via high speed cable modem, asynchronous digital subscriber line (ADSL) modem, ISDN line, T1 Line or via the customer's Intranet to a corporate server providing access to an Internet Service Provider (ISP). The County of Orange agrees to pay monthly access charges for connection and ISP.

B) Network - Field Level Controllers – The communication network between the field level controllers shall be a peer-to-peer network incorporating the LONWORKS Technologies using Free Topology Transceivers (TP/FT-10), with specific conformance to the LONMARK Interoperability Association's v3.3 Physical and Logical Layer guidelines in all unitary, terminal unit and other controlling devices. The minimum baud rate shall be 78,000 baud for TP/FT-10 communication between controllers.

xlv) Strict compliance to the LonTalk communications protocol, as defined in ANSI standard EIA 709.1, shall be required for all communication between controllers and network devices to assure interoperability between all devices within the building network.

xlvi) All TP/FT-10 based LON networks shall maintain a Bus topology in order to maintain network integrity and improve network diagnostics and maintenance. Star network topologies shall not be accepted.

xlvii) All Network wiring – See Part 7 - Execution

C) Network Devices – These various devices can service multiple functions on the network depending on network design, communication medium and needed task. These functions include: management of traffic on the network, reconfiguring and strengthening of signals, the conversion of protocols, global activities such as alarms, trends and scheduling, control logic, and protocol conversion and web page hosting.

xlviii) Building Controller (BC) - The Building Controller (BC) shall provide the interface between the LAN or WAN and the field control devices, and provide global supervisory control functions over the control devices connected to the BC.

1. It shall be capable of executing application control programs to provide:

a) Calendar functions
b) Scheduling
c) Trending
d) Alarm monitoring and routing
e) Time synchronization
f) Integration of LONWORKS controller data
g) Integration of BACnet MS/TP and BACnet IP controllers as well as their BACnet objects
h) Network Management functions for all LONWORKS based devices

2. The Building Controller must provide the following hardware features as a minimum:

   a) One Ethernet Port -10 / 100 Mbps
   b) One RS-485 port
   c) One LONWORKS Interface Port – 78KB TP/FT-10
   d) Battery Backup
   e) Flash memory for long term data backup (If battery backup or flash memory is not supplied, the controller must contain a hard disk with at least 1 gigabyte storage capacity)
   f) The BC must be capable of operation over a temperature range of 0 to 55°C
   g) The BC must be capable of withstanding storage temperatures of between 0 and 70°C and a humidity range of 5 to 95% RH, non-condensing
   h) A modem port and 56K modem. Exempt if remote access is provided via the Internet

3. The BC shall provide multiple user access to the system and support for ODBC or SQL. A database resident on the BC shall be an ODBC-compliant database or must provide an ODBC data access mechanism to read and write data stored within it.

4. The Building Controller will provide all scheduling, alarming, trending, and network management for the all LONWORKS devices.

5. Provide multiple Building Controllers as necessary. The BC shall support a minimum of 128 LONWORKS nodes. In order to maintain peak performance of the network, no more than 110 LONWORKS nodes may be connected to a single BC. In any event no more than 90% of the available resources of the BC (as indicated by the resource meter of the programming tools for the BC) shall be committed. In the event that the available resources are less than 10%, the number of nodes connected to the BC shall be reduced in order to maintain a 10% or greater buffer of resources within the BC.

6. The BC shall support standard Web browser access via the Intranet/Internet. It shall support a minimum of 32 simultaneous users.

7. Event Alarm Notification and actions - The BC shall provide alarm recognition, storage; routing, management, and analysis to supplement distributed capabilities of equipment or application specific controllers. The BC shall be able to route any alarm condition to any defined user location whether connected to a local network or remote via dial-up, telephone connection, or wide-area network.

   a) Alarm generation shall be selectable for annunciation type and acknowledgement requirements including but limited to:

      1) To alarm
      2) Return to normal
      3) To fault

b) Provide for the creation of a minimum of eight of alarm classes for the purpose of routing types and or classes of alarms, i.e.: security, HVAC, Fire, etc

c) Provide timed (schedule) routing of alarms by class, object, group, or node.

d) Provide alarm generation from binary object "runtime" and /or event counts for equipment maintenance. The user shall be able to reset runtime or event count values with appropriate password control. Control equipment and network failures shall be treated as alarms and annunciated.

e) Alarms shall be annunciated in any of the following manners as defined by the user:

1) Screen message text

2) Email of the complete alarm message to multiple recipients. Provide the ability to route and email alarms based on:

a) Day of week
b) Time of day
c) Recipient

3) Pagers via paging services that initiate a page on receipt of email message

4) Graphic with flashing alarm object(s)

5) Printed message, routed directly to a dedicated alarm printer

f) The following shall be recorded by the BC for each alarm (at a minimum):

1) Time and date
2) Location (building, floor, zone, office number, etc.)
3) Equipment (air handler #, access way, etc.)
4) Acknowledge time, date, and user who issued acknowledgement.
5) Number of occurrences since last acknowledgement.

g) Alarm actions may be initiated by user defined programmable objects created for that purpose.

h) Defined users shall be given proper access to acknowledge any alarm, or specific types or classes of alarms defined by the user.

i) A log of all alarms shall be maintained by the BC and/or a server (if configured in the system) and shall be available for review by the user.

j) Provide a "query" feature to allow review of specific alarms by user defined parameters.

k) A separate log for system alerts (controller failures, network failures, etc.) shall be provided and available for review by the user.

l) An Error Log to record invalid property changes or commands shall be provided and available for review by the user.

8. Data Collection and Storage - The BC shall have the ability to collect data for any property of any object and store this data for future use.

a) The data collection shall be performed by log objects, resident in the BC that shall have, at a minimum, the following configurable properties:

1) Designating the log as interval or deviation.
2) For interval logs, the object shall be configured for time of day, day of week and the sample collection interval.
3) For deviation logs, the object shall be configured for the deviation of a variable to a fixed value. This value, when reached, will initiate logging of the object.
4) For all logs, provide the ability to set the maximum number of data stores for the log and to set whether the log will stop collecting when full, or rollover the data on a first-in, first-out basis.
5) Each log shall have the ability to have its data cleared on a time-based event or by a user-defined event or action.

b) All log data shall be stored in a relational database in the BC and the data shall be accessed from a server (if the system is so configured) or a standard Web Browser. All log data, when accessed from a server, shall be capable of being manipulated using standard SQL statements. All log data shall be available to the user in the following data formats:

1) HTML
2) XML
3) Plain Text
4) Comma or tab separated values

c) Systems that do not provide log data in HTML and XML formats at a minimum shall not be acceptable.

d) The BC shall have the ability to archive its log data either locally (to itself), or remotely to a server or other BC on the network. Provide the ability to configure the following archiving properties, at a minimum:

1) Archive when log has reached it's user-defined capacity of data stores
2) Archive on time of day

3) Archive on user-defined number of data stores in the log (buffer size)
4) Provide ability to clear logs once archived

e) Audit Log - Provide and maintain an Audit Log that tracks all activities performed on the BC. Provide the ability to specify a buffer size for the log and the ability to archive log based on time or when the log has reached its user-defined buffer size. Provide the ability to archive the log locally (to the BC), to another BC on the network, or to a server. For each log entry, provide the following data:

1) Time and date
2) User ID
3) Change or activity: i.e., Change setpoint, add or delete objects, commands, etc.

9. Database Backup and Storage - The BC shall have the ability to automatically backup its database. The database shall be backed up based on a user-defined time interval. Copies of the current database and, at the most recently saved database shall be stored in the BC. The age of the most recently saved database is dependent on the user-defined database save interval. The BC database shall be stored, at a minimum, in XML format to allow for user viewing and editing, if desired. Other formats are acceptable as well, as long as XML format is supported.

xlix) LON to LON Routers and Repeaters – A router or repeater may be used on a LON segment between controllers and a BC as a means to manage traffic and reconfigure and strengthen a transmission signal. Routers shall be fully programmable and permit a systems integrator to define message traffic, destination, and other network management functions utilizing LONWORKS. The routers, shall be capable of DIN rail or panel mounting and be equipped with status LED lights for Network traffic and power. A router may not manage more than 60 nodes on any single channel so as to allow for future expansion. A repeater or signal booster may only be used to increase ths signal strength of the communictions. Under no circumstances may it be used in the place of a router.

l) Server Functions and Hardware – **A server will not be required for this project**. A central server, located at _____, shall be provided. The server shall support all BC connected to the customer's network whether local or remote. Local connections shall be via an Ethernet LAN. Remote connections can be via ISDN, ADSL, T1 or dial-up connection. It shall be possible to provide access to all BC via a single connection to the server. In this configuration, each BC can be accessed from a remote Graphical User Interface (GUI) or from a standard Web Browser Interface (WBI) by connecting to the server. The server shall provide the following functions, at a minimum:

Global Data Access: The server shall provide complete access to distributed data defined anywhere in the system.

Distributed Control: The server shall provide the ability to execute global control strategies based on control and data objects in any BC in the network, local or remote.

The server shall include a master clock service for its subsystems and provide time synchronization for all BCs.

The server shall accept time synchronization messages from trusted precision Atomic Clock Internet sites and update its master clock based on this data.

The server shall provide scheduling for all Network Area Controllers and their underlying field control devices.

The server shall provide demand limiting that operates across all BCs. The server must be capable of multiple demand programs for sites with multiple meters and or multiple sources of energy. Each demand program shall be capable of supporting separate demand shed lists for effective demand control..

Each BC supported by the server shall have the ability to archive its log data, alarm data and database to the server, automatically. Archiving options shall be user-defined including archive time and archive frequency.

The server shall provide central alarm management for all BC supported by the server. Alarm management shall include:

(a) Routing of alarms to display, printer, email and pagers
(b) View and acknowledge alarms
(c) Query alarm logs based on user-defined parameters

The server shall provide central management of log data for all BCs supported by the server. Log data shall include process logs, runtime and event counter logs, audit logs and error logs. Log data management shall include:

(a) Viewing and printing log data
(b) Exporting log data to other software applications
(c) Query log data based on user-defined parameters

li) Server Hardware Requirements: The server hardware platform shall have the minimum following requirements: Contact County personnel to get latest server requirements

The server shall be an Intel Xeon 64 bit server (minimum processing speed of 3.0 GHz with 16 GB RAM and a 250-gigabyte minimum hard drive). It shall include a DVD-ROM/CD-RW Combination Drive, 2-parallel ports, 2-asynchronous serial ports and 2-USB ports. A minimum 19" flat panel color monitor, 1280 x 1024 optimal preset resolution, 25 ms response time shall also be included.

The server operating system shall be provided with Microsoft Windows Server 2008, Explorer 9.0 or later.

Connection to the network shall be via an Ethernet network interface card, 1 Gbps.

## 3) - BUILDING AUTOMATION SYSTEM CONTROLLERS

1.1 All controllers shall be LONMARK Certified so long as a LONMARK certification exists for its intended application. If a LONMARK certification does not exist then provide the XIF file for the controller to demonstrate that it is in compliance with LONMARK standards for communication and data sharing. Where possible provide controllers that can meet the required sequence of operation that can be configured rather that custom programmed. Under no circumstances shall custom programming be implemented using Neuron C code without the use of an overlay of the manufacturer's Graphical Programming Language or Object Oriented Basic Code. All controllers shall be designed for easy installation and servicing including removable enclosures, removable terminals, and factory applied labels for all I/O. All internal points within the Free Programmable Controllers shall be fully supported by the Graphical User Interface (GUI), allowing the user to easily modify them and monitor them. All of the internal programming points (e.g. variables, constants, PID's, timers, inputs and outputs) shall be exposed to the network on dedicated network variable outputs. Each controller shall be provided with a XIF file that is fixed from the manufacture (not allowing any field modifications). Such XIF file shall be a part of the manufactures normal product offering. XIF files that can be modified in the field by the System Integrator shall not be allowed. All controllers programs and schedules shall contain non-volatile flash memory. Upon a loss of power all controllers shall perform a self restart. If data must be passed from one LonWorks device to another, then the data shall be linked (bound) directly from Lon shadow object to Lon shadow object without being passed through other control objects in the Jace so that data will continue to flow if the jace is off-line. All control logic must reside in the programmable controller. Control logic designed in the Jace will not be accepted

A) Free Programmable Controllers (FPC) – a controller designed for more complex sequences of operations such as built up AHU's, central plant operations, electrical monitoring, and control and management for chillers, boilers and generators. The FPCs are to allow for the flexibility of custom control programming to meet the needed sequences of operation.

lii) Performance – Each FPC shall have a minimum of 64K of Non-volatile Flash memory for control applications and 128K non-volatile flash memory for storage with an 8 bit processor at 10 MHz. The FPC shall have a minimum ambient operating temperature range of -0$^{o}$C to 70$^{o}$C or 32$^{o}$F to 158$^{o}$F.

liii) Inputs – Analog inputs shall have the following minimum level of performance: 16 bit A to D resolution; allow monitoring of platinum 100 ohms, platinum 1000 ohm, thermistor 10K type II, thermistor 10K type III, voltage input 0-10V, current input 4-20mA, digital input, pulsed input minimum 2 Hz.

liv) Output – All out puts shall be software configurable to be either analog or digital - Analog outputs shall have a Voltage of 0-10 VDC (linear) and Digital outputs shall be 0-12 VDC (off/on) and PWM. Outputs shall have an adjustable range of 2 seconds to 15 minutes All outputs shall an auto reset fuse. Output Resolution shall be a minimum 8 bits digital / analog converter. All individual outputs and power supply shall be protected by an auto reset fuse. There shall be an LED status indicator on each of the outputs.

lv) FPC Features

The FPC shall have minimum of 18 network variable inputs and 18 network variable outputs both with changeable type and changeable length. Products providing fixed type network variables shall not be acceptable. One of the network variable inputs on the FPC shall have a built in averaging function such that multiple network variable outputs values can be received by this one network variable input and perform a weighted average. This function shall be used to average terminal load (SNVT_lev_percent) or temperature (SNVT_temp_P). The averaging function shall have a customizable input validity period.

Provide an onboard Lon communication jack

The FPC shall be provided with a diagnostic indicator lights for power and network communication of transmit and receive along with a light indication position for each output

Hand/Off/Auto Switches - Provide for the manual override and adjustment of all Analog and Digital outputs through a three position switch giving the selection of Hand, Off and Auto (HOA). A HOA shall be provided for each separate digital and analog output from the controller and be an integral part of the controller. HOA switches external from the controller shall not be accepted. For the Analog outputs the Hand position of the switch shall provide for the adjustment of the output signal through a linear scaled potentiometer. The position of the HOA shall be monitored and an alarm shall be delivered to the Graphical User Interface should the switch be in an Off or Hand position. An indicating LED shall be provided on the controller for each HOA indicating position of the switch. For all Analog outputs, the indicating LED shall provide a linear indication of the position of the Potentiometer through a variation in the intensity of the indicator LED and be provided as a numerical value that can be viewed at the Graphical User Interface.

Enclosures – Provide for a plastic enclosure with a separate back plate with terminals such that the electronic portion of the controller can be easily removed for ease of installation and servicing.

B) Aplication Specific Controllers (ASC)- A controller designed through its I/O configuration and configurable control logic to be used for a specific type mechanical equipment. Typical applications are VAV boxes, Fan Coil Units, Roof Top Units, Unit Ventilators, Split DX Systems, Heat Pumps etc. All ASC's shall be LONMARK certified under the appropriate application profiles, see 3.4. ASC's that are not LONMARK certified, or are not certified under the appropriate profiles, shall not be acceptable.

lvi) Performance: Inputs Provide software selectable universal inputs. Analog inputs - shall have the following minimum level of performance: 12 bit A to D resolution; manage thermistors with an

accuracy of: ±0.5°C; ±0.9°F, and a Potentiometer. For VAV Applications provide a differential pressure input sensor built in to the controller with a 16 bit A to D resolution an adjustable range of 0" to 1" $H_20$ (0-248.8 Pa) static pressure with a minimum accuracy of ±3%. Minimum response time shall be 0.5 seconds from input to output time.

lvii) Output – Analog outputs shall have the following minimum level of performance: Tri-mode Voltage of 0-10 VDC (linear), digital 0-12 VDC (off/on) or PWM. All analog outputs shall be equipped with an auto reset fuse. Output Resolution shall be a minimum 8 bits digital / analog converter. Digital outputs shall be provided with a minimum of a triac output rated at 24VAC and 1 amp. All analog outputs shall be fuse protected

lviii) ASC Features:

The ASC except for the VAV shall be provided with an optimum start program internal to its control logic. The optimum start shall be activated by a SNVT_tod_event signal from its associated scheduler on the network.

The ASC shall allow the use of its spare I/O as dumb I/O to be shared over the network to other controllers such as FPC or the Building Controller (BC), where a sequence of operation can be applied to the I/O. Such applications shall include but not be limited to exhaust fan control, heaters, light control, etc.

All physical inputs and outputs by the controller should have is own network variables outputs (NVO). NVO associated to an input should be changeable in type and length up to 4 bytes. Others should be of the type SNVT_switch. so as to allow for greater flexibility in the sharing of information over the network.

Enclosures – Provide for all ASC except for the VAV, a plastic enclosure with a separate back plate with terminals such that the electronic portion of the controller can be easily remover for ease of installation and servicing.

lix) Fan Coil Unit Specific functions: In addition to the features for the ASC the Fan Coil Unit controller shall provide the following functions

Provide for four line voltage relays rated for 85 – 265 at 33 VA for the control of the fan and other auxiliary devices. These relays shall be an integral part of the controller

Provide for wireless sensing capabilities as described in section _____

Provide for a built in 24 VAC 300 Ma power supply

Provide for a LCD based sensor that operates as an user interface for temperature adjustment, override and display of values.

Accept platinum 1k ohm and thermistor 10k ohms type II sensors

lx) VAV Specific functions. In addition to the features for the ASC the ASC VAV controller shall provide the following functions

The ASC VAV shall be a single integrated package consisting of a microprocessor, power supply, damper actuator, differential pressure transducer, field terminations, and application software. An alternate model shall be offered that allows for direct connectivity to an external actuator for those applications that employ a non-butterfly style damper configuration. All input/output signals shall be directly hardwired to the ASC VAV controller with the exception of wireless sensors. The internal actuator shall employ a manual override that allows for powered or non-powered adjustment of the damper position. In all cases, the controller shall automatically resume proper operation following the return of power to, or control by the ASC VAV. Programming, configuring and/or troubleshooting of input/output signals shall be easily executed through the ASC VAV sensor at the wall sensor location through the requisite LON connection.

The ASC VAV control algorithms shall be designed to limit the frequency of damper repositioning, to extend the life of the components. The ASC VAV shall provide an internal differential pressure transducer. Flows through transducers requiring filter maintenance are not acceptable. The ASC VAV shall provide zone control accuracy equal to or better than +/- 1 degree Fahrenheit. With the submittal package, supplier/provider shall provide performance data that verifies control accuracy of the ASC VAV.

Accept platinum 1k ohm and thermistor 10k ohms type II sensors

Provide for CO2 sensing and control from control logic within the ASC VAV as per the sequence of operation

Configuration of all I/O points shall be accomplished without physical hardware jumpers, switches or settings.

The built in actuator shall be a brushless constant torque actuator with direct feed back of the actuator position

lxi) ASC VAV - Air Balancing

Precalibration: Provide as part of the configuration wizard for the ASC VAV an automatic calibration tool that will calibrate the box air balance position based upon the K factor of the box and the cross section of the input duct to the VAV box. The precalibration procedure shall be implemented for all boxes within 5 working days of delivery of conditioned air to the boxes. If such a precalibration tool cannot be provided then System Integrator shall provide for manual adjustment to all VAV boxes to meet the comfort need in the respective areas.

Certified Air Balance: The following Air Balancing tools shall be provided:

(a) LCD sensor calibration tool. Provide for a LCD based sensor that operates as a user interface for temperature adjustment, override and display of values along with the ability to perform Air Balance task. The LCD sensor shall provide for access to all of the VAV input and out put variables to allow for complete Air balance task. Upon completion of Air Balance the application shall deliver a code that documents the air balance calibration for each individual VAV box. In addition the LCD sensor shall operate as a stand alone Air Balance tool that communicates directly to the VAV through a wall mounted sensor with communication port to the VAV.

(b) The ASC VAV shall utilize a Niagara Framework wizard to be used as a web browser based balancing tool. This tool shall allow the air balancer to manually control the action of the actuator (e.g. full open, full close, open slowly, close slowly, etc…). Automatic calibration as well as two-point calibration shall be available through this web page. The air balance sequence shall step the balancing supplier/provider through the checkout and calibration of the ASC VAV. Upon completion of the balancing sequence, the flow values presented by the ASC VAV shall match those observed by the balancing supplier/provider's measurement equipment. Additionally, upon completion of the air balance, the ASC VAV shall automatically archive the balance settings for future use including a calibration code that documents the air balance calibration for each individual VAV box.

(c) Systems not able to provide a web based air balance tool and a LCD Sensor based balancing tool as part of their the ASC VAV shall provide an individual full time technician during the Air-balancing process to assure full balance compliance.

C) Schedule of LONMARK application profiles, for a complete outline of the respective profiles please consult www.LONMARK.org :

| Terminal Unit Type | LONMARK Application Profile |
|---|---|
| Roof Top Unit | # 8030 |
| Unit Ventilator | # 8080 |

| | |
|---|---|
| Fan Coil Unit | # 8020 |
| Heat Pump Unit | # 8051 |
| Variable Air Volume Box | # 8010 |

D) Special Purpose Application Specific Controllers (SPASC)– A controller designed with unique functions and featues particular to a specific type of mechanical equipment or applications that may be less common and or standarizied in its use and application.

lxii) SPASC – Thermostat (SPASCT) – A self contained controller with a built-in user interface that is intended for installation in the occupied space of the building. The SPASCT shall have the following features:

The SPASCT shall be a microprocessor based controller with all of its control logic, sensors, inputs and outputs, network communication and user interface provided within a manufacture provided enclosure specific to the application. The enclosure shall be aesthetically appealing with a modern design that will fit in with the architecture of the building. A sample of the SPACT shall be provided as part of the submittal process.

The SPASCT shall be programmed through the user interface contained within the controller and through the LNS plug-in.

The User interface display shall be provided with 3 levels of password protection: Level 1 – Lockout with view only and time adjustment; Level 2 - schedule override and mode settings; Level 3 – full access to all parameters. Where required in the sequence of operation provide for within Level 2 access the ability to change the units of measure displayed for temperature from Fahrenheit to Celsius. The display shall be back lighted for easy viewing.

If required within the sequence of operation, provide for a control schedule and time clock within the SPACT. The control schedule shall provide for a separate schedule for each day of the week with 4 events per day. The real time clock will have a six hour power reserve time

The SPASCT shall utilize a PI (proportional and integral) control algorithm. Upon power failure, all programmed schedules and parameters must be retained in non volatile flash memory. Progressive temperature recovery shall be a standard feature. Two configurable digital/binary inputs will be available as well as two remote temperature sensor inputs for outdoor air and remote room/return air monitoring. Built-in frost protection, which can be disabled, will energize the heating as soon as the ambient temperature falls below 45°F (5°C). An auxiliary digital/binary output, which can be configured for normally open or normally closed operation, will also be available.

lxiii) Lighting Control (SPASC-LC) – A standalone microprocessor based control panel utilizing LonWorks technology that contains line and or low voltage relays for control of the lighting circuits along with the appropriate schedules and local user interface.

The SPASC-LC shall provide as a minimum the following functionality;

(a) Occupant-Sensitive Operating Scenarios
(b) Schedule With Flick Warn
(c) Time-delay Overrides With Flick Warn
(d) Common Area Interlock With Egress Timer
(e) Master Switch Control With Flick Option
(f) Cleaning Lights
(g) Automatic Daylight Switching With Occupant Interlock/Override
(h) Status and Runtime Data

It shall be composed of multiple controllers, with the capacity to manage input switches and sensors, output relays as well as lighting sequences and groups, enabling the user to configure and monitor a very large number of different lighting schemes and schedules.

The SPASC-LC shall provide, as a minimum, the ability to interface with the hardware of the associated relay panels to allow for minimal disruption to the existing high voltage panel wiring. The SPASC-LC shall be capable of providing all logic, control, runtime data, status information, and communications functions. From any built-in operator interface of any display unit, the ability to read the status of the lighting relays and switches shall be provided.

It shall be configured using a Niagara Framework compatible wizard.

The SPASC-LC shall allow for the configuration of up to 16 schedules, each comprised of 7 weekday and 4 holiday schedules, using the lighting scheduler plug-in, which should also be LNS based.

The SPASC-LC display unit shall allow for the local display of lighting points as described in 5.2 . It shall also contain an astrological time clock that allows for the real time calculation of the geographic location using latitude and longitude information. This is to allow for precise and efficient outside lighting control.

The SPASC-LC shall be able to control the General Electric® three-wire relay or a two wire Aromat relay.

**4) - BAS SOFTWARE TOOLS**

A) Provide (1) copy of all tools necessary for the development, maintenance, expansion and use of the BAS described within these specifications. All software tools shall be compatible with Microsoft Windows XP Professional. For the purpose of this specification software tools shall be divided into the following categories and meet these specified requirements.

lxiv) Controller Programming Software

Provide Wizards or objects that facilitate the programming and configuration of the Application Specific Controllers (ASC), Free Programmable Controller (FPC) and or the Special Purpose Controllers (SPC) sequence of operation through menu driven wizard. The programming tools shall perform the following functions:

(a) FPC programming shall be accomplished by either: Text based codes similar to the BASIC programming language combined with objects to define normal controller functions such as PID loops, optimum start stops, I/O configurations, timers, schedules, trends, and network variables or; Graphical programming language (GPL) where objects are used to define different portions of the control sequence. All control sequences programmed into the FPC shall be stored in non-volatile memory. Systems that only allow selection of sequences from a library or table are not acceptable. All code must be exportable to a library for future use.

(b) ASC and SPASC – Provide for the programming of the required sequence of operation through an intuitive menu driven selection process. No text code or graphical programming will be allowed. The configuration tools menu shall define items such as I/O configurations, set point, delays, PID loops, optimum start stops, and network variables settings. The configuration tool must indicate the device status and allows system override.

Wizards shall be provided free of charge and be compatible with the current published versions of the network management tool that is provided as part of this project. The wizard software shall be available for public access from the manufacturer's web site. These wizard programming tools shall be compatible with at

least 3 other manufactures network management tools. The SI shall demonstrate as part of their prequalification as to how they intend to comply with these requirements. Should wizards as specified herein not be available then the SI shall provide the following:

Provide (1) copy of the programming or configuration tools (excluding the UIP and GUI tools) along with any manufacture specific software tools required to operate the programming or configuration tools. Such tools shall be provided with a permanent and operating system transferable license.

Provided free of charge to the County of Orange or his designated agent for a period of 10 years the latest manufactures updates to the software described in paragraph 1.

Provide a statement, as part of the prequalification, signed by an officer of the Manufacture validating the performance of the requirements in paragraph 1 & 2.

lxv) Network Management – A set of tools that provide for the development and management of LONWORKS networks.

Provide a complete set of integrated LONWORKS network management tools for working with LONWORKS networks. These tools shall manage a database for all LONWORKS devices by type and revision, and shall provide a software mechanism for identifying each device on the network. These tools shall also be capable of defining network data connections between LONWORKS devices, known as "binding". Systems requiring the use of third party LONWORKS network management tools shall not be accepted.

Network management shall include the following services: device identification, device installation, device configuration, device diagnostics, device maintenance and network variable binding.

The network configuration tool shall also provide diagnostics to identify devices on the network, to reset devices, and to view health and status counters within devices.

These tools shall provide the ability to "discover" an existing LONWORKS network, regardless of what network management tool(s) were used to install the existing network, so that existing LONWORKS devices and newly added devices are part of a single network management database.

The network management database shall be resident in the BC with proper authorization has access to the network management database at all times. Systems employing network management databases that are not resident, at all times, within the control system, shall not be accepted.

Provide for the ability to access all of the Network Management tool functions including controller programming from a Web Browser.

lxvi) Building Controller Programming Software – A set of tools for the development of the BC control logic, point management, global properties such as alarm, trend and scheduling.

A library of control, application, and graphic objects shall be provided to enable the creation of all applications and user interface screens. Access to these functions shall be provided through Graphical User Interface software (GUI). Applications are to be created by selecting the desired control objects from the library, dragging or pasting them on the screen, and linking them together using a built in graphical connection tool. Completed applications may be stored in the library for future use. Graphical User Interface screens shall be created in the same fashion. Data for the user displays is obtained by graphically linking the user display objects to the application objects to provide "real-time" data updates. Any real-time data value or object property may be connected to display its current value on a user display. Systems requiring separate software tools or processes to create applications and user interface displays shall not be acceptable.

Programming Methods - Provide the capability to copy objects from the supplied libraries, or from a user-defined library to the user's application. Objects shall be linked by a graphical linking scheme by dragging a link from one object to another. Object links will support one-to-one, many-to-one, or one-to-many relationships. Linked objects shall maintain their connections to other objects regardless of where they are positioned on the page and shall show link identification for links to objects on other pages for easy identification. Links will vary in color depending on the type of link; i.e., internal, external, hardware, etc.

Configuration of each object will be done through the object's property sheet using fill-in the blank fields, list boxes, and selection buttons. Use of custom programming, scripting language, or a manufacturer-specific procedural language for configuration will not be accepted.

The software shall provide the ability to view the logic in an off-line (debug), the monitor mode shall allow the user to set values to inputs and monitor the logic for diagnosing execution before it is applied to the system.

All programming shall be done in real-time. Systems requiring the uploading, editing, and downloading of database objects shall not be allowed.

The system shall support object duplication within a customer's database. An application, once configured, can be copied and pasted for easy re-use and duplication. All links, other than to the hardware, shall be maintained during duplication.

Object Libraries Software - A standard library of software objects that represent functions and applications for the development and setup of application logic, user interface displays, system services, and communication networks.

(a) The objects in this library shall be capable of being copied and pasted into the user's database and shall be organized according to their function. In addition, the user shall have the capability to group objects created in their application and store the new instances of these objects in a user-defined library.

(b) In addition to the standard libraries specified here, the supplier of the system shall maintain an on-line accessible (over the Internet) library, available to all registered users to provide new or updated objects and applications as they are developed.

(c) All control objects shall conform to the control objects specified in the LonWorks specification.

(d) The object library shall include objects to support the integration of devices connected to the Building Controller (BC). At a minimum, provide the following as part of the standard library included with the programming software:

(i) LONMARK/LONWORKS devices. These devices shall include, but not be limited to, devices for control of HVAC, lighting, access, and metering. Provide LONMARK manufacturer-specific objects to facilitate simple integration of these devices. All network variables defined in the LONMARK profile shall be supported. Information (type and function) regarding network variables not defined in the LONMARK profile shall be provided by the device manufacturer.

(ii) For devices not conforming to the LONMARK standard, provide a dynamic object that can be assigned to the device based on network variable information provided by the device manufacturer. Device manufacturer shall provide an XIF file, resource file and documentation for the device to facilitate device integration.

**B)** Graphical User Interface Software – A software tool that provides for the development and management of the end user's Graphical User Interface (GUI) and as the primary point of access to the BAS for the end user.

**lxvii)** The GUI shall employ browser-like functionality for ease of navigation. It shall include a tree view (similar to Windows Explorer) for quick viewing of, and access to, the hierarchical structure of the database. In addition, menu-pull downs, and toolbars shall employ buttons, commands and navigation to permit the operator to perform tasks with a minimum knowledge of the HVAC Control System and basic computing skills. These shall include, but are not limited to, forward/backward buttons, home button, and a context sensitive locator line (similar to a URL line), that displays the location and the selected object identification.

B. Real-Time Displays. The GUI, shall at a minimum, support the following graphical features and functions:

C. System Configuration. At a minimum, the GUI shall permit the operator to perform the following tasks, with proper password access:

1. Create, delete or modify control strategies.

2. Add/delete objects to the system.

3. Tune control loops through the adjustment of control loop parameters.

4. Enable or disable control strategies.

5. Generate hard copy records or control strategies on a printer.

6. Select points to be alarm-able and define the alarm state.

7. Select points to be trended over a period of time and initiate the recording of values automatically. All trended points shall have trending inhibited when the associated equipment is in the off mode

D. On-Line Help. Provide a context sensitive, on-line help system to assist the operator in operation and editing of the system. On-line help shall be available for all applications and shall provide the relevant data for that particular screen. Additional help information shall be available through the use of hypertext. All system documentation and help files shall be in HTML format.

E. Security. Each operator shall be required to log on to that system with a user name and password in order to view, edit, add, or delete data. System security shall be selectable for each operator. The system administrator shall have the ability to set passwords and security levels for all other operators. Each operator password shall be able to restrict the operators' access for viewing and/or changing each system application, full screen editor, and object. Each operator shall automatically be logged off of the system if no keyboard or mouse activity is detected. This auto log-off time shall be set per operator password. All system security data shall be stored in an encrypted format.

F. System Diagnostics. The system shall automatically monitor the operation of all workstations, printers, modems, network connections, building management panels, and controllers. The failure of any device shall be annunciated to the operator.

G. Alarm Console

1. The system will be provided with a dedicated alarm window or console. This window will notify the operator of an alarm condition, and allow the operator to view details of the alarm and acknowledge the alarm. The use of the Alarm Console can be enabled or disabled by the system administrator.

2. When the Alarm Console is enabled, a separate alarm notification window will supersede all other windows on the desktop and shall not be capable of being minimized or closed by the operator. This window will notify the operator of new alarms and un-acknowledged alarms. Alarm notification windows or banners that can be minimized or closed by the operator shall not be acceptable.

**5) - USER INTERFACES**

A) Web Browser Clients – The primary means of access to the BAS for day to day operation from any PC connected to the LAN (and or remote via the Internet if so required) without the need for any proprietary software…

H. The system shall be capable of supporting an unlimited number of clients using a standard Web browser such as Internet Explorer™ or Netscape Navigator™. Systems requiring additional software (to enable a standard Web browser) to be resident on the client machine, or manufacture-specific browsers shall not be acceptable.

I. The Web browser software shall run on any operating system and system configuration that is supported by the Web browser. Systems that require specific machine requirements in terms of processor speed, memory, etc., in order to allow the Web browser to function with the Building Automation System (BAS), shall not be acceptable.

J. The Web browser shall provide the same view of the system, in terms of graphics, schedules, calendars, logs, etc., and provide the same interface methodology as is provided by the Graphical User Interface. Systems that require different views or that require different means of interacting with objects such as schedules, or logs, shall not be permitted.

K. The Web browser client shall support at a minimum, the following functions:

1. User log-on identification and password shall be required. If an unauthorized user attempts access, a blank web page shall be displayed. Security using Java authentication and encryption techniques to prevent unauthorized access shall be implemented.

2. Graphical screens developed for the GUI shall be the same screens used for the Web browser client. Any animated graphical objects supported by the GUI shall be supported by the Web browser interface.

3. HTML programming shall not be required to display system graphics or data on a Web page

4. Storage of the graphical screens shall be in the AX Supervisor, without requiring any graphics to be stored on the client machine. Systems that require graphics storage on each client are not acceptable.

5. Real-time values displayed on a Web page shall update automatically without requiring a manual "refresh" of the Web page.

6. Users shall have administrator-defined access privileges. Depending on the access privileges assigned, the user shall be able to perform the following:

1) Without requiring any keyboard entry from the operator.
2) Holidays shall be set by using a graphical calendar, without requiring any keyboard entry from the operator.

b) Clicking the selected object and selecting the appropriate command from the pop-up menu. No entry of text shall be required.

c) View logs and charts

d) View and acknowledge alarms

7. The system shall provide the capability to specify a user's (as determined by the log-on user identification) home page. Provide the ability to limit a specific user to just their defined home page. From the home page, links to other views, or pages in the system shall be possible, if allowed by the system administrator.

8. Graphic screens on the Web Browser client shall support hypertext links to other locations on the Internet or on Intranet sites, by specifying the Uniform Resource Locator (URL) for the desired link.

B) LCD Display – A wall mounted easy to operate User Interface that provides direct read / write access to any point on the network. The LCD Display shall provide the following:

lxviii) The Display shall consist of an alphanumeric LCD display of 16 lines x 16 characters, and a multi-function keyboard. At total of 250 points shall be available for display and or control in groups of 50. Each group shall have a minmun of 13 alpha numeric character descriptor and each point shall have up to a minimun of 16 character alpha numeric descriptor.

lxix) The display shall have a graphical logo displayed on its default screen. This logo shall be a standard monochrome bitmap of 89x128 pixels that the user can replace. Configuration of the display shall be made available from a wizard contained within the system programming tools

lxx)The Display User access shall be through a simple to use directional and entry buttons. Full keyboards shall be accepted

lxxi) The LCD Display shall be provided as a surface mount or flush mount as shown on the mechanical drawings.

C) LCD Sensor - Where required provide for a LCD based sensor to connect to the VAV and or FCU that operates as a user interface for temperature adjustment, override and display of values along with the ability to perform Air Balance task (for VAV).

D) Graphical Interface

A. Graphics shall be accessible from a standard web browser. All graphics shall follow the current County of Orange format and style. Contractor shall coordinate with County of Orange staff. On all screens, the entire graphics screen should be visible in full screen mode, i.e. no scroll bar required to view entire screen and should be printable with a white back ground. Graphics shall reside on the AX Supervisor.
B. All equipment controlled or monitored by the BAS shall be graphically represented.
C. Equipment Views: A maximum of 40 points will be provided in a single status display screen. Points that have been defined as data-writes, either as a digital (on/off) or analog (change value) point type, shall be setup such that an operator, by right-clicking the data object or graphic, shall be able to command a digital value, or modify an analog value.
D. Building Level
i. This level should include an overall building plan, illustrating all floors (if possible). The overall floor plans will indicate comfort status displayed via color codes. The intent is to allow the building engineer to quickly see problem areas within the facility.
ii. Main building screen should indicate major building systems that are in alarm and those elements that have lost connectivity with the server. Every building shall have a graphic

screen that lists all of the BAS alarms for that building and the status of each alarm. These alarm graphic screens shall be configured such that when a point is in alarm the text on the graphic for that point shall flash red with the current point value. These alarm screens shall be arranged in a table format with the alarm points clearly labeled as to what they are. The text point identifying the equipment shall also be a link to the graphic page for that equipment.
iii. Main building screen should provide active links to as-built control drawings, basis of design documentation, and sequence of operations.
iv. Outside air temperature and relative humidity should be displayed.

E. Floor Plan Level
i. Floor plan level graphics should display the comfort status of all rooms on that floor via color codes incorporated into the actual floor layout.
Comfort status should include actual status of all controlled variables: temperature, humidity, indoor air quality (CO2 level), etc. Active links to change the set points of these variables should be incorporated.
ii. Zone boundaries should be able to be determined by means of color coded floor plans at this level
iii. Web page should identify the building, i.e. “Eng 2nd Floor”, clear at the top of the page, centered, just above the floor plan(s)
iv. Active links to other floors in the building should be provided
v. Layout and location of system components: duct, boxes, etc should be provided with color code according to use (supply, return)
vi. Identify AHU(s) and central exhaust fan(s) with name and location serving the floor with active link to its graphic.
F. Zone Level
i. All “%” indicators of valves or dampers should indicate “open” or “closed”
ii. Should indicate air handler supplying the zone on the page and provide a dynamic link to that page
iii. Occupancy status and temperature should be graphically represented via a color bar chart
iv. Entering and Exiting temperatures should be shown at the device
v. Indication of air flow through box should be shown graphically
vi. Actual components of box should be shown graphically
vii. All points should have process specific, intuitive, names on every graphic screen (not T1, P1, but LAT1, SDSP1, etc. to be used consistently across all graphics and for all projects. (ex. Don’t use ‘discharge air temp’ and ‘leaving air temp’)
G. Fan status shall be displayed using a Boolean graphic that displays a spinning fan wheel when the status is ON and a stationary fan wheel when the status is OFF. Pump status graphics shall be displayed in a like manner using a pump impeller in a pump. If a fan or pump has no DI (digital input) to display the status a NS (no status) shall be placed on the fan or pump icon on the graphics screen to indicate there is no motion ON/OFF status.
H. DO (digital outputs) shall be displayed using a Boolean graphic that displays a green switch ON when the status is ON and a red switch OFF when the status is OFF. These switch graphics shall not be used for anything other than digital outputs.
I. Heating and cooling coils shall be displayed using a Boolean graphic that displays a color change when the status is ON and an off-white coil when the status is OFF. Text status shall accompany this color change.
J. Energy management dashboards shall be provided and programmed for the facility staff to monitor equipment operation, monitor energy consumption, develop energy baselines, monitor and report on energy reduction projects, and provide energy demand management.

E) Reports – Basic System Reports shall be set-up that provides a summary of values of the key Points in that System. Contact BAS division for examples.

A. Reports shall be organized according to the project specific applications. They shall include summaries of key set points, control status (auto vs. overridden) and actual controlled conditions.

For example, reports shall provide, at a glance, a summary of the % terminal demand at all zone terminals.

F) Alarms

A. Alarms shall be routed to the AX Supervisor BAS server. Alarms are divided into priorities from 1 to 255, 1 being the highest priority. The County of Orange BAS section shall be consulted about specific alarm class assignment and routing.
B. All fans and pumps, which have both digital input and digital output points, shall be alarmed. The alarm shall be generated whenever the input and output values do not match. The time delay on these alarms shall be 5 minutes for fans and pumps unless there is reason for a shorter delay.
C. All analog temperatures shall have alarm inhibits when the associated equipment is in the off mode.
D. Alarm text messages shall be descriptive and contain the building name and equipment type and number from which the alarm was generated. The alarm message shall also contain the room number where the equipment is located. Messages shall not contain any unnecessary characters.
E. All pumps and fans and other digital outputs deemed necessary by County personnel shall have alarms as to notify when outputs are on when scheduled to be off. All pumps and fans and other digital outputs deemed necessary by County personnel shall have cycling alarms as to notify when excessive starts occur.

5.7 Trending

A. All of the points which are alarmed shall be trended. Points shall have trending inhibited when the associated equipment is in the off mode
B. Measured analog and binary data shall be trended

5.8 Global Command and Control
A. The control contractor is responsible for making all of the links required to pass the global signals listed in this section and for programming the proper local default/fallback values for those signals.
B. Master time of day schedules shall reside on the BAS server to allow off-site editing of the schedule. Slave schedules shall be located in the NAC acting as defaults, receiving signals from their respective master schedules.
C. Time of day schedules shall be organized according to room use to facilitate holiday scheduling for different types of spaces. Master holiday schedules are located in the BAS server.
D. Spaces that use VAV boxes shall be programmed such that all VAV boxes supplied by a particular AHU can be driven to maximum flow with a single command. Additionally this single command shall be activated if the variable frequency drive (VFD) on the supply fan is placed in “hand” or “bypass”.
E. Hydronic heating systems shall be programmed such that all related heating valves can be overridden open with a single command for balancing purposes.

F. Chilled water systems shall be programmed such that all related cooling valves can be overridden open with a single command for balancing purposes.
G. Control programs shall be configured such that automatic control will still function if equipment such as fans and pumps are put in hand. Control enable signals shall not rely on schedules or start commands, but shall instead rely on equipment status. For example, the discharge air temperature control of an air-handling unit shall be enabled based on supply fan status, not the BAS schedule or start signal to the unit.
H. Return fans shall be interlocked with supply fans so that the return fan will not run in automatic if the supply fan is not running unless a sequence specifically requires it.
I. Maintenance Time Reminders shall not be specified unless the design professionals provide the control contractor with specific time intervals for each piece of equipment that is to have an MTR. These time intervals shall be in accordance with the equipment O&M recommendations.

## 6) – PERIPHERAL DEVICES

1.1 Temperature Sensors and Transmitters - General Sensor & Transmitter Requirements

A. Provide sensors and transmitters required as outlined in the input/output summary and sequence of operation, and as required to achieve the specified accuracy as specified herein.

lxxii) Temperature transmitters shall be equipped with individual zero and span adjustments. The zero and span adjustments shall be non-interactive to permit calibration without iterative operations. Provide a loop test signal to aid in sensor calibration.

lxxiii) Temperature transmitters shall be sized and constructed to be compatible with the medium to be monitored. Transmitters shall be equipped with a linearization circuit to compensate for non-linearities of the sensor and bridge and provide a true linear output signal.

lxxiv) Temperature sensors shall be of the resistance type and shall be either platinum 1k ohm or thermistor 10k ohms type II as specficied elsewhere.

lxxv) Thermistors are acceptable provided the mathematical relationship of a thermistor with respect to resistance and temperature with the thermistor fitting constraints is contained with the CU operating software and the listed accuracy's can be obtained. Submit proof of the software mathematical equation and thermistor manufacturer fitting constants used in the thermistor mathematical/expressions. Thermistors shall be of the Thermistor (NTC) Type with a minimum of 100 ohm/°F. resistance change versus temperature to insure good resolution and accuracy. Thermistors shall be certified to be stable ±0.24°F. over 5 years and ±0.36°F. accurate and free from drift for 5 years.

lxxvi) CU operating software shall be equipped with a self-calibrating feature for temperature sensors.

lxxvii) The following accuracy's are required and include errors associated with the sensor, lead wire and A to D conversion.

| Point Type | Accuracy |
|---|---|
| Outside Air | 0.5°F. |
| Chilled Water | 0.5°F. |
| Room Temperature | 1.00°F. |
| Hot Water/Steam | 0.75°F. |

| | |
|---|---|
| Duct Temperature | 0.5°F. |
| Sensors Used in Energy Water (BTU) or Process Calculations | 0.1°F. |

lxxviii) Sensors used in BTU or process calculations shall be accurate to ±0.10°F. over the process temperature range. Submit a manufacturer's calibration report indicating that the calibration certification is traceable to the National Bureau of Standards (NBS) Calibration Report Nos. 209527/222173.

lxxix) Thermowells

When thermowells are required, the sensor and well shall be supplied as a complete assembly including well head and greenfield fitting.

Thermowells shall be pressure rated and constructed in accordance with the system working pressure

Thermowells and sensors shall be mounted in a threadolet or 1/2" NPT saddle and allow easy access to the sensor for repair or replacement.

Thermowells shall be constructed of the following materials: Chilled and Hot Water: brass; Steam: 316 stainless steel; Brine (salt solutions): marine grade stainless steel.

lxxx) Outside Air Sensors

Outside air sensors shall be designed to withstand the environmental conditions to which they will be exposed. They shall also be provided with a solar shield.

Sensors exposed to wind velocity pressures shall be shielded by a perforated plate surrounding the sensor element.

Temperature transmitters shall be of NEMA 3R construction and rated for ambient temperatures.

lxxxi) Duct Type Sensors

Duct mount sensors shall mount in a hand box through a hole in the duct and be positioned so as to be easily accessible for repair or replacement. A neoprene grommet (sealtite fitting and mounting plate) shall be used on the sensor assembly to prevent air leaks.

Duct sensors shall be insertion type and constructed as a complete assembly including lock nut and mounting plate. Duct sensors probe shall be constructed of 304 stainless steel.

For outdoor air duct applications, use a weatherproof mounting box with weatherproof cover and gasket.

Averaging Duct Type Sensors - For ductwork greater any dimension than 48 inches and/or where air temperature stratification exists, utilize an averaging sensor with multiple sensing points. The averaging sensor shall be a 304 stainless steel tube with holes extending across the duct or plenum to be sampled. A bleed hole outside the duct or plenum causes air to enter the sample tube and exit at the bleed hole, thus bathing the sensor in average air. The averaging sensor shall be installed complete with end cap, compression fittings, gaskets, mounting flange and required accessories. Provide capillary supports at the sides of the duct to support the sensing string.

lxxxii) Acceptable Manufacturers:

Duct/Immersion Sensors – BAPI or Mamac
Room Sensors – Distech Controls or BAPI

lxxxiii) Relative Humidity Sensors/Transmitter

The sensor shall be a solid state, resistance type relative humidity sensor of the Bulk Polymer Design. The sensor element shall be washable and shall resist surface contaminations.

Humidity transmitter shall be equipped with non-interactive span and zero adjustments, a 2 wire isolated loop powered, 4-20ma, 0-10 vdc linear proportional output.

The humidity transmitter shall meet the following overall accuracy including lead loss and A to D conversion.

Room Type Sensor ±3% RH

Provide a single point humidity calibrator, if required, for field calibration. Transmitters shall be shipped factory pre-calibrated.

Acceptable Manufacturers: VERIS

lxxxiv) Differential Pressure Transmitters and Accessories

General Air and Water Pressure Transmitter Requirements:

Pressure transmitters shall be constructed to withstand 100% pressure over-range without damage and to hold calibrated accuracy when subject to a momentary 40% over-range input.

Pressure transmitters shall provide the option to transmit a 0 to 5V dc, 0 to 10V dc, or 4 to 20 mA output signal.

Differential pressure transmitters used for flow measurement shall be sized to the flow-sensing device and shall be supplied with shutoff and bleed valves in the high and low sensing pick-up lines (3 valve manifolds).

Provide a minimum of a NEMA 1 housing for the transmitter. Locate transmitters in accessible local control panels wherever possible.

Low air pressure, differential pressure transmitters used for room filter monitoring. Shall be equipped with a LED display indicating the transmitter output signal.

Low Air Pressure Applications (0 to 0.5” WC)

(a) The pressure transmitter shall be capable of transmitting a linear electronic signal proportional to the differential of the room and reference static pressure input signals with the following minimum performance specifications.
(b) Span: Not greater than two times the design space DP.
(c) Accuracy: Plus or minus 0.5% of F.S.
(d) Dead Band: Less than 0.3% of output.
(e) Repeatability: Within 0.2% of output.
(f) Linearity: Plus or minus 0.2% of span.
(g) Response: Less than one second for full span input.
(h) Temperature Stability: Less than 0.01% output shift per degree F. change.

The transmitter shall utilize variable capacitance sensor technology and be immune to shock and vibration.

Provide a 18 month warranty for each transmitter. Replace all transmitters found to be defective at no cost to the County of Orange during the warranty period. Acceptable Manufacturers: VERIS

lxxxv) Flow, Pressure, and Electrical Measuring Apparatus

1. Airflow/Temperature Measurement Devices

(a) Provide airflow/temperature measurement devices where indicated on the plans.
(b) Fan inlet measurement devices shall not be substituted for duct or plenum measurement devices indicated on the plans.
(c) Each measurement device shall consist of one or more sensor probe assemblies and a single microprocessor-based transmitter.
(d) Each sensor probe assembly will contain one or more independently wired sensor housings. Multiple sensor housings shall be equally weighted and averaged by the transmitter prior to output. Pitot tubes and arrays are not acceptable. Vortex shedding flow meters are not acceptable.
(e) All Sensor Probe Assemblies
(f) Each sensor housing shall be manufactured of a U.L. listed engineered thermoplastic.
(g) Each sensor housing shall utilize two hermetically sealed, bead-in-glass thermistor probes to determine airflow rate and ambient temperature. Devices that use “chip” type thermistors are unacceptable. Devices that do not have 2 thermistors in each sensor housing are not acceptable.
(h) Each sensor housing shall be calibrated at a minimum of 16 airflow rates and have an accuracy of +/-2% of reading over the entire operating airflow range. Each sensor assembly shall be calibrated to standards that are traceable to the National Institute of Standards and Technology (NIST).

(i) Devices whose accuracy is the combined accuracy of the transmitter and sensor probes must demonstrate that the total accuracy meets the performance requirements of this specification throughout the measurement range.
(j) The operating temperature range for the sensor probe assembly shall be -20° F to 160° F. The operating humidity range for the sensor probe assembly shall be 0-99% RH (non-condensing).
(k) Each temperature sensor shall be calibrated at a minimum of 3 temperatures and have an accuracy of +/-0.15° F over the entire operating temperature range. Each temperature sensor shall be calibrated to standards that are traceable to the National Institute of Standards and Technology (NIST).
(l) Each sensor probe assembly shall have an integral, U.L. listed, plenum rated cable and terminal plug for connection to a remotely mounted transmitter.
(m) Each sensor assembly shall not require matching to the transmitter in the field.
(n) A single manufacturer shall provide both the airflow/temperature measuring probe(s) and transmitter at a given measurement location.

Duct and Plenum Sensor Probe Assemblies

(a) Sensor housings shall be mounted in an extruded 6063 aluminum tube probe assembly.
(b) The number of sensor housings provided for each location shall be determined by the manufacturer based on the requirements of the application.
(c) Probe assembly mounting brackets shall be constructed of 304 stainless steel. Probe assemblies shall be mounted using one of the following options:
(d) Insertion mounted through the side or top of the duct
(e) Internally mounted inside the duct or plenum
(f) Standoff mounted inside the plenum
(g) The operating airflow range shall be 0 to 5,000 FPM unless otherwise indicated on the plans.

Fan Inlet Sensor Probe Assemblies

(a) Sensor housings shall be mounted on 304 stainless steel blocks.
(b) Mounting rods shall be field adjustable to fit the fan inlet and constructed of nickel plated steel.
(c) Mounting feet shall be constructed of 304 stainless steel.
(d) The operating airflow range shall be 0 to 10,000 FPM unless otherwise indicated on the plans.

Transmitters

(a) The transmitter shall operate on 24 VAC. The transmitter shall not require an isolated power source.
(b) The operating temperature range for the transmitter shall be -20° F to 120° F. The transmitter shall be protected from weather and water.
(c) The transmitter shall be capable of communicating with the host controls using one of the following interface options:
(d) Linear analog output signal: Field selectable, fuse protected and isolated, 0-10VDC and 4-20mA (4-wire)
(e) The measuring device shall be UL listed as an entire assembly.
(f) Acceptable Manufacturer: Ebtron ONLY - provide per part number on contract drawings.

5. Energy (BTU) Measurement System (Chilled Water, Hot Water, Condenser Water)
   A The BTU meter shall provide the following points both at the integral LCD and as outputs to the building control system: Energy Total, Energy Rate, Flow Rate, Supply Temperature and Return Temperature.

B The Energy Measurement System shall consist of an insertion turbine flow meter, two temperature sensors, a BTU meter, temperature thermo-wells, and all required mechanical installation hardware.

C Output signals shall be either serial network (protocol conforming to LONWORKS®) or via individual analog and pulse outputs.

D Each BTU meter shall be factory programmed for its specific application, and shall be re-programmable using the front panel keypad (no special interface device or computer required).

E A certificate of calibration shall be provided with each system.

F Temperature sensors:

Temperature sensors shall be loop-powered current based (mA) sensors and shall be bath-calibrated and matched (NIST* traceable) for the specific temperature range for each application. The calculated differential temperature used in the energy calculation shall be accurate to within +0.150F (including the error from individual temperature sensors, sensor matching, input offsets, and calculations).

(g) Flow Meter (Insertion Turbine):

(h) Provide an ONICON Model F-1200 Dual Turbine Flow Meter, complete with all installation hardware necessary to enable insertion and removal of the meter without system shutdown.

(i) The flow meter shall be hand-insertable up to 400 psi.

(j) The flow meter shall have two contra-rotating axial turbines, with electronic impedance-based sensing and an averaging circuit to reduce measurement errors due to swirl and flow profile distortion.

(k) Each flow meter shall be individually wet-calibrated against a primary volumetric standard that is accurate to within 0.1% and traceable to NIST*.

(l) A certificate of calibration shall be provided with each flow meter.

(m) Accuracy shall be within ± 0.5% of rate at the calibrated velocity, within ± 1% of rate over a 10:1 turndown (3.0 to 30 ft/s) and within ± 2% of rate over a 50:1 turndown (from 0.4 to 20 ft/s).

(n) Output signal shall be a 0-15 V square wave pulse. Bi-directional meters shall be FB-1200 Series and shall include an isolated contact closure output for direction.

(o) Acceptable Manufacturer: ONICON System-10 BTU Meter ONLY - provide per part number on contract drawings.

lxxxvi) Shielded Static Pressure Sensor

Provide for each zone where required a shielded static pressure sensor suitable for ceiling surface mounting, complete with multiple sensing ports, pressure impulse suppression chamber with minimum volume of 50 cubic inches, airflow shielding, and 3/8" compression takeoff fittings, all contained in a welded stainless steel casing, with polish finish on the exposed surfaces.

These probes shall be capable of sensing the static pressure in the proximity of the sensor to within 1% of the actual pressure value while being subjected to a maximum airflow of 1000 FPM from a radial source.

The shielded static sensing devices shall be used for both reference and space pressure sensing.

Pressure sensors used for outside air pressure reference purposes shall be equipped with a conduit seal for pneumatic tubing and bushings for a weather tight installation.

Acceptable Manufacturer: Veris ONLY

lxxxvii) Static Pressure Traverse Probe - Provide multipoint traverse probes in the duct at each point where static pressure sensing is required.

Each duct static traverse probe shall contain multiple static pressure sensors located along the exterior surface of the cylindrical probe. Pressure sensing points shall not protrude beyond the surface of the probe.

The duct static traverse probe shall be of 304 stainless steel construction and (except for 3/4" dia. probes with lengths of 24" or less) be complete with threaded end support rod, sealing washer and nut, and mounting plate with gasket and static pressure signal fitting. The static traverse probe shall be capable of producing a steady, non-pulsating signal of standard static pressure without need for correction factors, with an instrument accuracy of 21.

Acceptable Manufacturer: Veris ONLY

lxxxviii) Carbon Dioxide Sensor for Demand Controlled Ventilation. Provide a general purpose indoor transmitter/sensor assembly with removable sensor, UL listed. 4-20 mA DC output representing 0-2000 ppm. Minimum (5) year sensor life, with field-replaceable sensor unit. Accuracy +/- 1 percent of reading at 77 degF. Long term drift less than 1 percent of scale per year. For wall-mounted sensors, provide local readout display. Acceptable manufactures: Vaisala GMW/GMD 20, or approved equivalent.

lxxxix) Venturi Flowmeter – Provide venture flowmeters with the following features:

Pressure drop on venturi type flow meters shall not exceed 25" WC. Each venturi low and high pressure taps shall be equipped with nipples, valves and quick disconnects.

Equip each venturi with a metal identification tag indicating the size, location, GPM and meter reading for the GPM specified.

Provide (1) 6" dial differential pressure meter of the proper range to determine piping system flow rate. The meter shall be the property of the County of Orange.

Venturi meters shall utilize flanged or screwed connections for removal purposes and shall be rated for the system operating pressures.

The venturi flow meter shall be factory calibrated to provide a minimum of flow accuracy between actual and factory flow calibration data.

xc) Current Transformers – Provide current transformers with the following features:

The current transformers shall be designed to be installed or removed without dismantling the primary bus or cables. The transformer shall be of a split core design.

The core and windings shall be completely encased in a UL approved thermoplastic rated 94VA. No metal parts shall be exposed other than the terminals.

Frequency Limits: 50 to 400 Hz. Insulation: 0.6 KV Class, 10 KV BIL.

Accuracy: ± 1% at 5.0 to 25.0 VA accuracy class with U.P.F. burden.

Provide a disconnect switch for each current transformer.

Acceptable Manufacturer: Senva or Veris ONLY

xci) Current Sensing Switches - Current sensing switch shall be self-powered with solid-state circuitry and a dry contact output. Current sensing switches shall consist of a solid state current sensing circuit, adjustable trip point, solid state switch, SPDT relay and an LED indicating the on or off status. A conductor of the load shall be passed through the window of the device. Current sensors that ouput a variable voltage or amperage shall be sized with the devices normal operating amperage to be in the middle of the current sensors range. It shall accept over current up to twice its trip into range. Acceptable Manufacturer: Senva or Veris or approved equal.

xcii) Relays - Relays other than those associated with digital output cards shall be general purpose, enclosed plug-in cube type with status light. Number of contacts and operational function shall be as required. Relays shall be IDEC RH blade style, 10 amp with LED indicator. Controllers that have triac relays and control air conditioning units shall be isolated from the control circuits with general purpose, enclosed plug-in cube type with status light.

xciii) Solid State Relays (SSR): Input/output isolation shall be greater than lOE9 ohms with a breakdown voltage of 1500V root mean square or greater at 60 Hz. The contact life shall be 10 x 10 E6 operations or greater. The ambient temperature range of SSRs shall be -20 to +140F. Input impedance shall not be less than 500 ohms. Relays shall be rated for the application. Operating

and release time shall be for 100 milliseconds or less. Transient suppression shall be provided as an integral part of the relay.

xciv) Contactors: Contactors shall be of the single coil, electrically operated, mechanically held type. Positive locking shall be obtained without the use of hooks, latches, or semipermanent magnets. Contractor shall be double-break-silver-to-silver type protected by arcing contacts. The number of contacts and rating shall be selected for the application. Operating and release times shall be 100 milliseconds or less. Contactors shall be equipped with coil transient suppression devices.

xcv) Dirty Filter Differential Air Pressure Switch – Provide for a large diaphragm operated, SPDT switch, exposed adjustment, 1% repetitive accuracy. Dwyer 1638 with A-302 static tips, or equivalent

xcvi) Differential Water Pressure Switch – Provide a double diaphragm type, brass or stainless wetted parts, min. 200 psi working pressure. Adjustable cut-in and differential, SPDT snap acting switch suitable for 120 VAC control circuit. Mercoid, Model DP or equivalent.

xcvii) Water Flow Switch (Paddle Type) – Provide a brass body, aluminum housing, and stainless steel segmented paddle. Magnetic link between paddle movement and switch movement. W.E. Anderson V4-2-U or equivalent.

B) Valves and Actuators

xcviii) Hardware Warranty - Ball Valves, Ball Valve Actuators and Electronic Valve Actuators for Butterfly Valves shall be covered by a 4 year product warranty from the date of substantial project completion. Industrial-type Electronic Valve Actuators and Butterfly Valves shall be covered by a 36 month product warranty from date of substantial project completion

xcix) Labor Warranty - All labor to replace failed Valves and Actuators shall be provided during the first 12 months of the warranty starting from the date of project completion.

c) Approved manufactures are: Belimo. Other manufacturers must be approved, in writing, no less than 10 days prior to the bid date.

ci) Electronic Air Damper Actuators

Electronic actuators shall be UL listed under standard 873, CUL, and have a CE certification. Electronic actuators shall be produced in accordance to ISO 9002 quality certification standards in a certified production facility.

Electronic air damper actuators shall be capable of coupling directly to the damper shaft. Standard actuator mounting clamp shall be operated with a single fastener, and shall center the damper shaft in the actuator spline (hollow-shaft), with toothed edges gripping four sides of the shaft. Clamps that do not center the shaft, and as such require concentric motion for operation, are not acceptable. Universal U-shaped bolts, single point, or set screw type fastening techniques are not acceptable. Adaptors form fit to the damper shaft are acceptable.

All electronic actuators shall include a manual positioning feature to allow for the full rotation of the actuator, in each direction with or without electrical power applied.

All actuators shall be designed, developed, life cycle tested and manufactured with a high performance, brushless DC motor to offer a constant running time, independent of torque load and offer maximum product reliability and life expectancy. DC motors with brushes are not acceptable.

Actuators shall be fully modulating/proportional and accept both 2…10 VDC and 0…10 VDC control inputs (as well as 4…20 mA using a load resistor) factory set or field selectable, floating/tri-state, two-

position/on-off control. Actuators shall have visual position indicators for both standard mount and short-shaft mounting requirements.

All proportional actuators shall include a direct and reverse acting switch, to allow for easy adjustment of control direction of rotation. This switch must be concealed to protect it from damage and to avoid incorrect adjustment.

Actuators shall be capable of operating on 24, 110, or 230 VAC, or 24 VDC and Class 2 wiring as needed for the application. Power consumption shall not exceed 20 VA for AC, including 110 VAC actuators.

Optional, add-on auxiliary switches shall be available in NEMA 4 watertight housings. Separate moisture protection covers are not required and will not be accepted.

Actuators shall have an operating temperature range of -22 deg. F to 122 deg. F.

Actuators shall be constructed with a high-protection NEMA 4 rated housing to protect the internal electronics and mechanical parts. Separate moisture protection covers are not required and will not be accepted.

Actuators shall include a 3 ft. long (minimum) factory installed and pre-wired electrical cable and strain relief with threaded conduit fitting requiring no tools. Actuators requiring removal of the actuator cover for access to the wiring terminals are not acceptable.

Actuators shall have internal electronic overload protection to protect the actuator from damage throughout its operating range. End switches to deactivate the actuator at the end of its rotation are not acceptable.

For power-failure/safety applications, an internal spring-return mechanism shall be built into the actuator housing. Spring-return actuators shall be capable of both CW and CCW mounting orientation. Electronic energy storage fail-safe systems incorporating high energy capacitors are an acceptable alternative to mechanical spring return mechanisms. These fail-safe systems shall provide sufficient energy to operate the actuator under full torque load. They shall include thermal compensation to the charging system of the Gold Cap capacitors, and incorporate the capacitor in the actuator control electronics to ensure long-term and consistent maintenance of voltage stored via the capacitor. During a loss of power, the electronic fail-safe systems shall mechanically lock the damper via its gear train into the desired fail-safe position.

For proportional actuators using a 2…10 VDC control signal, the actuator shall fail open or closed based on receiving a minimum control signal of 1 VDC or less. Upon loss of power, a non spring-return actuator shall maintain the last control position.

All proportional, electronic air damper and valve actuators shall be field switch adjustable for 0…10 VDC, 2…10 VDC (or 4…20 mA using a load resistor) control input. Position feedback, running time and the programming of the micro-processor shall be factory set to avoid the introduction of electronic noise or interference with the BAS controller or other equipment. Field programming or changing of the factory set programming of the actuators is not acceptable.

All hazardous location shall require explosion-proof direct coupled actuator enclosure NEMA 7 and NEMA 9 construction for field-mounted, direct-mount style actuators. The enclosure shall be aluminum housing with explosion proof rating for Class I, Division 1, Groups C, D and Class II, Division 1, Groups E, F, G.

Acceptable Manufacturer: Belimo ONLY

cii) Electronic Ball Valve Actuators

Electronic actuators shall be UL listed under standard 873, CUL, and have a CE certification.

Electronic valve actuators shall be capable of coupling directly to the valve stem, shaft or ISO mounting pad. Valve body and actuator shall be pre-assembled by the manufacturer to ensure adequate torque to operate and close the valve, and to provide accurate control direction and fail-safe direction assembly according to project specifications.

Control valve actuator shall provide minimum torque required for full valve shutoff position.

All electronic actuators shall include a manual positioning feature to allow for the full rotation of the actuator, in each direction with or without electrical power applied.

All actuators shall be designed, developed, life cycle tested and manufactured with a high performance, brushless DC motor to offer a constant running time, independent of torque load and offer maximum product reliability and life expectancy. DC motors with brushes are not acceptable.

All proportional actuators shall include a direct and reverse acting switch, to allow for easy adjustment of control direction of rotation. This switch must be concealed to protect it from damage and to avoid incorrect adjustment.

Actuators shall be capable of operating on 24, 110, or 230 VAC, or 24 VDC and Class 2 wiring as needed for the application. Power consumption shall not exceed 20 VA for AC, including 110 VAC actuators.

Optional, add-on auxiliary switches and potentiometers shall be available in NEMA 4 watertight housings. Separate moisture protection covers are not required and will not be accepted.

Actuators shall have an operating temperature range of -22 deg. F to 122 deg. F.

Where required, actuators shall be constructed with a high-protection NEMA 4 rated housing to protect the internal electronics and mechanical parts. Separate moisture protection covers are not required and will not be accepted.

Actuators shall include a 3 ft. long (minimum) factory installed and pre-wired electrical cable and strain relief with threaded conduit fitting requiring no tools. When required, actuators with 10-ft electrical cable shall be available. When required, actuators with NEMA 1 rated housing with wiring terminals accessible on the cover shall be available. Actuators requiring removal of the actuator cover for access to the wiring terminals are not acceptable.

Actuators shall have internal electronic overload protection to protect the actuator from damage throughout its operating range. End switches to deactivate the actuator at the end of its rotation are not acceptable.

For power-failure/safety applications, an internal spring-return mechanism shall be built into the actuator housing. Spring-return actuators shall be capable of both CW and CCW mounting orientation. Electronic energy storage fail-safe systems incorporating high energy capacitors are an acceptable alternative to mechanical spring return mechanisms. These fail-safe systems shall provide sufficient energy to operate the actuator under full torque load. They shall include thermal compensation to the charging system of the Gold Cap capacitors, and incorporate the capacitor in the actuator control electronics to ensure long-term and consistent maintenance of voltage stored via the capacitor. During a loss of power, the electronic fail-safe systems shall mechanically lock the damper via its gear train into the desired fail-safe position.

For proportional actuators using a 2…10 VDC control signal, the actuator shall fail open or closed based on receiving a minimum control signal of 1 VDC or less. Upon loss of power, a non spring-return actuator shall maintain the last control position.

All proportional, electronic air damper and valve actuators shall be field switch adjustable for 0…10 VDC, 2…10 VDC (or 4…20 mA using a load resistor) control input. Position feedback, running time and the programming of the micro-processor shall be factory set to avoid the introduction of electronic noise or interference with the BAS controller or other equipment. Field programming or changing of the factory set programming of the actuators is not acceptable. Actuators shall have visual position indicators for both standard mount and short-shaft mounting requirements

When required, in hazardous locations explosion-proof direct coupled actuator enclosures in NEMA 7 and NEMA 9 construction for field-mounted, direct-mount style actuators shall be available. The enclosure shall be aluminum housing with explosion proof rating for Class I, Division 1, Groups C, D and Class II, Division 1, Groups E, F, G.

Acceptable Manufacturer: Belimo ONLY.

ciii)Equal Percentage Ball Valves 1/2” to 3” Threaded

Actuated Ball Valve

(a) Valve housing shall consist of forged brass CuZn39Pb2 rated at no less than 360 psi at 250°F.
(b) Valve ball shall consist of chemically nickel-plated brass. 2-Way Valve: Manufacturer shall be able to provide optional 316 SS ball and stem.

(c) Valve shall have a blow-out proof stem with two EPDM O-Rings with minimum 600 psi rating.
(d) Manufacturer shall be able to provide glass-filled polymer ball insert to make flow control equal percentage.

2-Way Valve: Valve shall have EPDM O-Rings behind ball seals to allow for a minimum close-off pressure of 100 psi for 1/2" - 2" sizes. 3-Way Valve: 40 psi.

2-Way Valve: Valve shall be available with a minimum of 25 unique Cv values. 3-Way Valve: Bypass Cv shall be 80% of Through Cv.

Valve shall be available with fixed end female end connections.

3-Way Valve: Valves shall be installed in Tee configuration with actuator perpendicular to shaft. Valve shall not require elbows of any kind.

Acceptable Manufacturer: Belimo ONLY.

civ) Electronic Valve Actuators for Butterfly Valves

Electronic actuators shall be UL listed under standard 873, CUL, and have a CE certification.

Electronic valve actuators shall be capable of coupling directly to the valve stem, shaft or ISO mounting pad. Valve body and actuator shall be pre-assembled by the manufacturer to ensure adequate torque to operate and close the valve, and to provide accurate control direction and fail-safe direction according to project specifications.

Control valve actuator shall provide minimum torque required for full valve shutoff position.

All electronic actuators shall include a manual positioning feature to allow for the full rotation of the actuator, in each direction with or without electrical power applied.

ll actuators shall be designed, developed, life cycle tested and manufactured with a high performance, brushless DC motor to offer a constant running time, independent of torque load and offer maximum product reliability and life expectancy. DC motors with brushes are not acceptable.

ll proportional actuators shall include a direct and reverse acting switch, to allow for easy adjustment of control direction of rotation. This switch must be concealed to protect it from damage and to avoid incorrect adjustment.

Actuators shall be capable of operating on 24, 110, or 230 VAC, or 24 VDC and Class 2 wiring as needed for the application. Power consumption shall not exceed 20 VA for AC, including 110 VAC actuators.

Optional, add-on auxiliary switches and potentiometers shall be available in NEMA 4 watertight housings. Separate moisture protection covers are not required and will not be accepted.

Actuators shall have an operating temperature range of -22 deg. F to 122 deg. F.

Where required, actuators shall be constructed with a high-protection NEMA 4 rated housing to protect the internal electronics and mechanical parts. Separate moisture protection covers are not required and will not be accepted.

Actuators shall include a 3 ft. long (minimum) factory installed and pre-wired electrical cable and strain relief with threaded conduit fitting requiring no tools. When required, actuators with 10-ft electrical cable shall be available. When required, actuators with NEMA 1 rated housing with wiring terminals accessible on the cover shall be available. Actuators requiring removal of the actuator cover for access to the wiring terminals are not acceptable.

Actuators shall have internal electronic overload protection to protect the actuator from damage throughout its operating range. End switches to deactivate the actuator at the end of its rotation are not acceptable.

For power-failure/safety applications, an internal spring-return mechanism shall be built into the actuator housing. Spring-return actuators shall be capable of both CW and CCW mounting orientation. Electronic energy storage fail-safe systems incorporating high energy capacitors are an acceptable alternative to mechanical spring return mechanisms. These fail-safe systems shall provide sufficient energy to operate the actuator under full torque load. They shall include thermal compensation to the charging system of the Gold Cap capacitors, and incorporate the capacitor in the actuator control electronics to ensure long-term and

consistent maintenance of voltage stored via the capacitor. During a loss of power, the electronic fail-safe systems shall mechanically lock the damper via its gear train into the desired fail-safe position.

For proportional actuators using a 2…10 VDC control signal, the actuator shall fail open or closed based on receiving a minimum control signal of 1 VDC or less. Upon loss of power, a non spring-return actuator shall maintain the last control position.

All proportional, electronic air damper and valve actuators shall be field switch adjustable for 0…10 VDC, 2…10 VDC (or 4…20 mA using a load resistor) control input. Position feedback, running time and the programming of the micro-processor shall be factory set to avoid the introduction of electronic noise or interference with the BAS controller or other equipment. Field programming or changing of the factory set programming of the actuators is not acceptable. Actuators shall have visual position indicators for both standard mount and short-shaft mounting requirements

When required, in hazardous locations explosion-proof direct coupled actuator enclosures in NEMA 7 and NEMA 9 construction for field-mounted, direct-mount style actuators shall be available. The enclosure shall be aluminum housing with explosion proof rating for Class I, Division 1, Groups C, D and Class II, Division 1, Groups E, F, G.

Acceptable Manufacturer: Belimo ONLY.

cv) Industrial-type Electronic Valve Actuators for Butterfly Valves

Valve actuator shall consist of single-phase squirrel cage capacitor-run F class insulated motor protected from overload by a thermostat with automatic reset. The capacitor shall be peak motor voltage rated.

Housing shall be die cast aluminum alloy, hard anodized inside and out, then polyester coated on the exterior for corrosion protection. Housing shall include overlaying lips that form a barrier ring that allows water to shed off and not enter the housing. Housing shall be rated NEMA 4, 4x, 6 protected from ingress of dirt and moisture. For applications requiring installation in hazardous areas actuators with NEMA 7 rated housings shall be available.

Actuator gearing shall be self-locking double reduction consisting of a worm and segment gear output mechanism. Steel worm and bronze segment shall withstand locked rotor conditions. When electrical power is off, gearing shall precise and stable positioning of the actuator without a brake. All gearing shall be greased and lubricated for life. Grease moly (EP) type.

Actuator shall have a motor rated for 70% duty cycle for on/off and modulating applications.

Actuator drilling shall be in accordance with ISO5211 to suit a wide range of international applications

Actuator shall be suitable for operation in ambient temperature ranging from -40°F to +158°F (on/off) and -40°F to +140°F (modulating).

The motor shall be designed to operate on 115 VAC, single phase 50/60 Hertz +/- 10% power supply

Internal spring loaded terminal blocks shall include highly visible labeling for every connection

Actuator shall allow full electrical code access of all wiring through two entrances.

Actuator shall include two factory calibrated torque limit switches, one each for the open and closed ends of travel, to stop travel of the valve if the output torque of the actuator exceeds a preset amount

The actuator shall include (2) SPDT travel limit switches open/closed and (2) auxiliary switches open/closed. The travel limit switches are used to shut the motor down at end of travel. The auxiliary switches are used to communicate with other appliances. All switches are 250VAC, 10Amp. Cams for all switches are intermittently adjustable by hand with an allen wrench. Cams are color coded and labeled. Cam shall lock in place when set and withstand plant induced vibration

Actuator shall be equipped with a hand/auto declutch lever and hand wheel to allow manual operation when power is not present, with casting marks on the hand wheel to show rotation direction. Once power is applied to the actuator the internal clutch mechanism shall automatically return to the original position. The clutch ensures that the hand wheel cannot be rotated by the motor.

Actuator shall include position indicator that is mechanically driven by the output drive shaft. Movement of the valve shall be easily viewed from the top of the actuator. The lens shall be permanently sealed to guard against condensation.

Actuator shall include a pre-wired space heater to prevent damage caused by condensation inside the actuator. The heater shall be equipped with a thermostat to prevent overheating

Modulating units shall operate under 0-10VDC, 2-10VDC or 4-20mA control modes

Acceptable Manufacturer: Belimo ONLY.

cvi) Resilient Seat Butterfly Valves

Butterfly valves 2” to 24” shall have fully lugged, ANSI 125/150, ductile iron body rated to 200 psi body pressure.

Valve body shall have two-inch extended neck to allow insulation clearance.

Disc shall be 304 stainless steel.

Valve shall have phenolic backed cartridge style seat which is non-collapsible, stretch resistant, and blow-out proof. Maximum EPDM seat temperature shall be -30°F to +275°F.

Valve shall comply with MSS SP-67 specifications for industry-standard face-to-face requirements.

Valve shall provide bi-directional, bubble-tight close-off with maximum rating of 200 psi.

Valve shall be rated for 50% water/glycol, and maximum 15 psi steam media.

Valve seat shall not require gaskets, and shall be rated for dead-end service.

Three-way valves shall be available with two (2) lugged valves mounted to a cast iron tee with linkage to an electric actuator for use in either mixing or diverting applications.

Valve shaft shall be supported by PTFE bushings.

Valve shaft and key shall be 416 stainless steel.

Valve taper pins shall be 316 stainless steel.

Valve O-ring shall be BUN-N.

Acceptable Manufacturer: Belimo ONLY.

cvii) Accessories

Identification tags shall be available for all valves; tags shall be indelibly marked with Cv, model number and location.

## 7) - EXECUTION

1.1 Examination

cviii) Verification

Verify that all systems are ready to receive work.

The project plans shall be thoroughly examined for control device and equipment locations, and any discrepancies, conflicts, or omissions shall be reported to the Architect/Engineer for resolution before rough-in work is started.

The contractor shall inspect the site to verify that equipment is installable as show, and any discrepancies, conflicts, or omissions shall be reported to the Architect/Engineer for resolution before rough-in work is started.

The Control System Contractor shall examine the drawings and specifications for other parts of the work, and if head room or space conditions appear inadequate or if any discrepancies occur between the plans and his work and the plans for the work of others, he shall report such discrepancies to the Architect/Engineer and shall obtain written instructions for any changes necessary to accommodate his work with the work of others.

cix) General Installation Requirements

Install all control components in accordance with manufacturer's instructions and recommendations.

If the controls contractor is responsible for providing the damper then provide mixing dampers of parallel blade construction arranged to mix streams. Provide separate minimum outside air damper section adjacent to variable outside air damper.

Mount control panels adjacent to associated equipment on vibration-free walls or freestanding angle iron supports. One cabinet may accommodate more than one system in same equipment room. Provide nameplates for instruments and controls inside cabinet and nameplates on cabinet face.

After completion of installation, test and adjust control equipment. Submit data showing setpoints and final adjustments of controls.

Install equipment, piping, wiring/conduit parallel to building lines (i.e., horizontal, vertical, and parallel to walls) wherever possible.

Provide sufficient slack and flexible connections to allow for vibration of piping and equipment.

Verify integrity of all wiring to ensure continuity and freedom from shorts and grounds.

All equipment, installation, and wiring shall comply with acceptable industry specifications and standards for performance, reliability, and compatibility and be executed in strict adherence to local codes and standard practices.

cx) Graphical User Interface PC Location

Install Graphical User Interface PC in the location indicated. Do not deliver the Graphical User Interface PC to the job site until a proper location has been prepared. Location shall be clean and dry, free from construction dust and debris.

Location shall have a dedicated work surface (table or desk with chair). Work surface shall be provided by County of Orange or General Contractor for use by this Contractor.

Location shall have ample storage provisions for documentation and manuals, either shelving or a four drawer upright filing cabinet. Storage provisions shall be provided by County of Orange or General Contractor for use by this Contractor.

Location shall have a dedicated locked electrical circuit for use by this Contractor.

cxi) Ethernet Network Connection

All devices that require a connection to the LAN or access to an ISP shall be approved by the County of Oranges Information Technology representitive prior to installation.

All ethernet communication connections shall be provided by the Control Contractor or General Contractor.

All remote control panels with programmable controllers shall have an ethernet jack with a Cat6 wire connected to closest facopsnet ethernet switch.

B) Electrical System Installation

cxii) Comply with all Division 16 Installation Requirements.

cxiii) Provide interlock wiring between supply and exhaust fans, electrical wiring for relays (including power feed) for temperature and pressure indication.

cxiv) Provide power wiring, conduit and connections for low temperature thermostats, high temperature thermostats, alarms, flow switches, actuating devices for temperature, humidity, pressure and flow indication, point resets and user disconnect switches for electric heating, appliances controlled by this Section.

cxv) Provide all other wiring required for the complete operation of the specified systems.

cxvi) Where required install all wiring raceway systems complying with the requirements of the National Electrical Code. All required conduit shall be installed in EMT.

cxvii) Provide interlock wiring between supply and exhaust fans, electrical wiring for relays (including power feed) for temperature and pressure indication.

cxviii) Surge Protection and Lighting Protection

All equipment and all communication media shall be suitably protected from damage associated with electrical surge and lightning strike. Submittal and approval is required for all such devices.

All input-output hardware and instrumentation located outdoors shall be isolated using approved surge suppression devices.

All telephone modem connections shall be isolated using approved surge suppression devices.

All building-to-building communication connections shall be isolated using approved surge suppression devices.

All temperature control panels and controllers shall be provided with a control power transformer with circuit breaker protection on both the primary and secondary sides. High and low voltages shall be separated by an approved barrier

cxix) Provide electrical disconnecting means for servicing, for each control panel, digital controller, router, transformer, power supply, and other devices that are served by 120VAC or higher voltage.

cxx) Enclosures shall be fabricated of 14ga. steel with sub-panels for component mounting and have removable, hinged doors. Enclosures shall be sized to house the controllers, power supplies, transformers, relays, wire duct and miscellaneous equipment required to support the application. Enclosures shall be provided for all controllers that are not located within an OEM provided mechanical equipment or on a VAV box. Control panels shall be fabricated as UL 508 listed assemblies. A complete set of 'as-built' control drawings (relating to the controls within that panel) shall be furnished within each control panel.

cxxi) Enclosure power supply shall provide at least one 40VA and one 100VA transformer as required with individual on/off switches and circuit breakers and two 120VAC outlets. Enclosures and power supplies shall be UL listed Class II.

cxxii) LONWORKS Network Communication Requirements

LONWORKS network communication shall be via channels consisting of a 22 AWG unshielded twisted pair in compliance with manufactures recommendations for LonTalk communications. Wire brand shall be Smartwire Part# 105540 orange jacket or approved equal.

Recommended Lon wiring guidelines shall be followed for double-terminated bus topology, with repeaters provided as required, based on wiring distance and device quantity configuration. In no case shall the total network wiring distance from any NAC to the last Lon device on the network exceed 1,400 meters, with a maximum stub length of 3. All Lon wiring shall be terminated with Echelon recommended terminators. In no case will there be wire nuts or splice connectors in a communication segment. All splices will be done in control panels. All communication wiring shall be same brand and size. There shall be no intermixing of wire types or brands.

Communication conduits shall not be installed closer than six feet from high power transformers or run parallel within six feet of electrical high power cables. Care shall be taken to route the cable as far from interference generating devices as possible.

There shall be no power wiring, in excess of 30 VAC rms, run in conduit with communications wiring.

cxxiii) RS -485 Network Communication Requirements

RS-485 network communication shall be via channels consisting of a 24 AWG shielded twisted pair in compliance with manufactures recommendations for RS-485 communications. Termination resistors should be the same value of the characteristic impedance of the twisted pair and should be placed at the far ends of the cable. Wire brand shall be Smartwire Part# 042000-S blue jacket or approved equal.

cxxiv) Input/Output Control Wiring

Platinum 1k ohm and 10k ohms thermistor type II wiring shall be two-wire or four-wire twisted, shielded, minimum number 22 gauge.

Other analog inputs shall be a minimum of number 22 gauge, twisted, shielded.

Binary control function wiring shall be a minimum of number 18 gauge.

Analog output control functions shall be a minimum of number 18 gauge, twisted, shielded.
Binary input wiring shall be a minimum of number 18 gauge.

cxxv) Splices in shielded cables shall consist of terminations and the use of shielded cable couplers, which maintain the integrity of the shielding. Terminations shall be in accessible locations. Cables shall be harnessed with cable ties as specified herein.

cxxvi) Conduit and Fittings

Conduit for Control Wiring, Control Cable and Transmission Cable: Electrical metallic tubing (EMT) with compression fittings, cold rolled steel, zinc coated or zinc-coated rigid steel with threaded connections.
Outlet Boxes (Dry Location): Sheradized or galvanized drawn steel suited to each application, in general, four inches square or octagon with suitable raised cover.
Outlet Boxes (Exposed to Weather): Threaded hub cast aluminum or iron boxes with gasket device plate.
Pull and Junction Boxes: Size according to number, size, and position of entering raceway as required by National Electrical Codes. Enclosure type shall be suited to location.
Install low voltage power and LON and LAN communication trunks in conduit in the following locations regardless of local building code allowances otherwise.

(a) Mechanical rooms.
(b) Electrical rooms.
(c) Vertical risers (exception: fire rated continuous closet like a telephone closet).
(d) Open Areas where the wiring will be exposed to view or tampering.

Conceal conduit within finished shafts, ceilings and wall as required. Install exposed conduit parallel with or at right angles to the building walls.

cxxvii) Where Class 2 wires are in concealed and accessible locations including ceiling return air plenums, approved cables not in raceway may be used provided that:

Circuits meet NEC Class 2 (current-limited) requirements. (Low-voltage power circuits shall be sub-fused when required to meet Class 2 current-limit.)
All cables shall be UL listed for application, i.e., cables used in ceiling plenums shall be UL listed specifically for that purpose.

cxxviii) Do not install Class 2 wiring in conduit containing Class 1 wiring. Boxes and panels containing high voltage may not be used for low voltage wiring except for the purpose of interfacing the two (e.g., relays and transformers).

cxxix) Where Class 2 wiring is run exposed, wiring to be run parallel along a surface or perpendicular to it, and NEATLY tied at 3m (10 ft.) intervals.

cxxx) All wire-to-device connections shall be made at a terminal blocks or terminal strip. All wire-to-wire connections shall be at a terminal block, or with a crimped connector. No wire nuts will be allowed. All wiring within enclosures shall be neatly bundled and anchored to permit access and prevent restriction to devices and terminals.

cxxxi) Plug or cap all unused conduit openings and stub-ups. Do not use caulking compound.

cxxxii) Route all conduit to clear beams, plates, footings and structure members. Do not route conduit through column footings or grade beams.

cxxxiii) Set conduits as follows:

Expanding silicone fire stop material sealed watertight where conduit is run between floors and through walls of fireproof shaft.
Oakum and lead, sealed watertight penetration through outside foundation walls.

cxxxiv) Cap open ends of conduits until conductors are installed.

cxxxv) Where conduit is attached to vibrating or rotating equipment, flexible metal conduit with a minimum length of 18 inches and maximum length of 36 inches shall be installed and anchored in such a manner that vibration and equipment noise will not be transmitted to the rigid conduit.

cxxxvi) Where exposed to the elements or in damp or wet locations, waterproof flexible conduit shall be installed. Installation shall be as specified for flexible metal conduit.

cxxxvii) Provide floor, wall, and ceiling plates for all conduits passing through walls, floors or ceilings. Use prime coated cast iron, split-ring type plates, except with polished chrome-plated finish in exposed finished spaces.

C) Temperature Sensors

cxxxviii) Temperature sensor assemblies shall be readily accessible and adaptable to each type of application in such manner as to allow for quick, easy replacement and servicing without special tools or skills.

cxxxix) Strap-on mountings shall not be permitted.

cxl) Outdoor installations shall be; of weatherproof construction or in appropriate NEMA enclosures. These installations shall be protected from solar radiation and wind effects. Protective shield shall be stainless steel.

cxli) Sensors shall be with enclosure where located in finished space.

cxlii) Sensors in ducts shall be mounted in locations to sense the correct temperature of the air only and shall not be located in dead air spaces or positions obstructed by ducts, equipment, and so forth. Locations where installed shall be within the vibration and velocity limit of the sensing element. Ducts shall be securely sealed where elements or connections penetrate ducts to avoid measuring false conditions.

cxliii) All sensors measuring temperatures in pipes larger than 2 inches in diameter or in pressure vessels shall be supplied with wells properly fabricated for the service. Wells shall be noncorrosive to the medium being measured and shall have sufficient physical strength to withstand pressures and velocities to which they are subjected. Wells shall be installed in the piping at elbows where piping is smaller than the length of the well to effect proper flow across the entire area of the well.

cxliv) All field sensors, transmitters, actuators, switches, etc. shall be field calibrated. The calibration shall be guaranteed for the period of the control system warranty. Any corrections or re-calibration required during the warranty will be performed at no cost to County of Orange. Calibration methods, means, instruments, and standards shall be in strict accordance with ISO-9000 standards.

D) Controls Valves, Control Dampers and Actuators

cxlv) Control Valves.

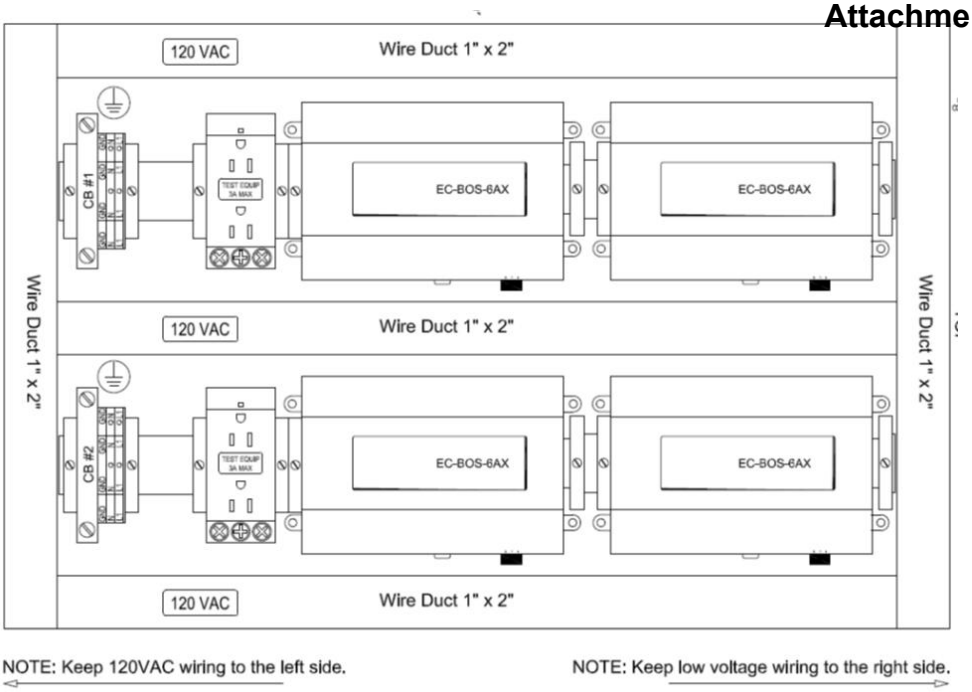
Control valves shall be installed by the Div. 15 contractor.

Coordinate with the Div. 15 contractor and verify that each control valve can be serviced, including adjustment and removal of the actuator.

All control valves shall have unions installed at each inlet and outlet to permit removal of the valve for servicing.

Valves shall be installed with stems vertical where possible. Where space conditions require valves to be mounted with stems greater than 45° off vertical the actuator shall be externally supported. In no case will the control valve be mounted with the stem greater than 90° off of vertical.

cxlvi) Control Dampers.




Control dampers shall be installed by Div. 15 contractor.

Coordinate with the Div. 15 contractor the service access requirements of the control dampers, and verify that each damper can be control serviced, including adjustment and removal of the actuator.

Div. 15 Contractor shall provide necessary blank-off plates required for installation of reduced-size dampers (dampers that are smaller than duct size).

Furnish interconnecting hardware, linkages, etc. for installation of multiple section dampers by Div. 15 Contractor.

E) Access Doors.

cxlvii) Div. 15 Contractor shall provide access doors or other approved means of access through ducts for service to control equipment.

F) Instrument Enclosures and Control Panels

cxlviii) Securely mount all control panels and enclosures to wall or structure using bolts, anchors, etc. Mount enclosures and control panels with top at 60 inches above finished floor, unless noted otherwise. Field fabricate enclosure mounting rack from Unistrut or Kindorf, where required. Locate enclosures and control panels to ensure full door swing.

cxlix) Seal all conduit entrances into enclosures and control panels, water tight.

cl) Locate enclosures indoors where possible. Provide drains and block heaters for all panels located outdoors.

cli) Jace and remote I/O module enclosure: Example below

a) Nema 1 with keyed door. Enclosure sized to hold one (1) JACE and one NDIO module
b) Jace enclosure deep enough to house convenience outlet for plugin wall module transformer which is to provide power for the EC-BOS.
c) I/O module enclosure sized to hold (1) RDIO module
d) Prewired power terminals
e) Perforated back panel
f) IO wired to terminal blocks
g) Separation of high and low voltage wiring
h) Wire duct 2" high x 1" wide
i) Primary power to be protected by a circuit breaker (incoming 120 volt)
No wire ties allowed. All wire to be in wire track

G) Identification of Hardware and Wiring

clii) All wiring and cabling, including that within factory-fabricated panels shall be labeled at each end within 2" of termination with a cable identifier and other descriptive information. Labels shall be of the wrap around type, heatshrink or nylon and made by a label machine. No flagged labels are allowed.No “sharpie” labling is allowed. Labels shall match record documents. See example G below

cliii) Permanently label or code each point of field terminal strips to show the instrument or item served.

cliv) Identify control panels with minimum 1 inch letters on nameplates.

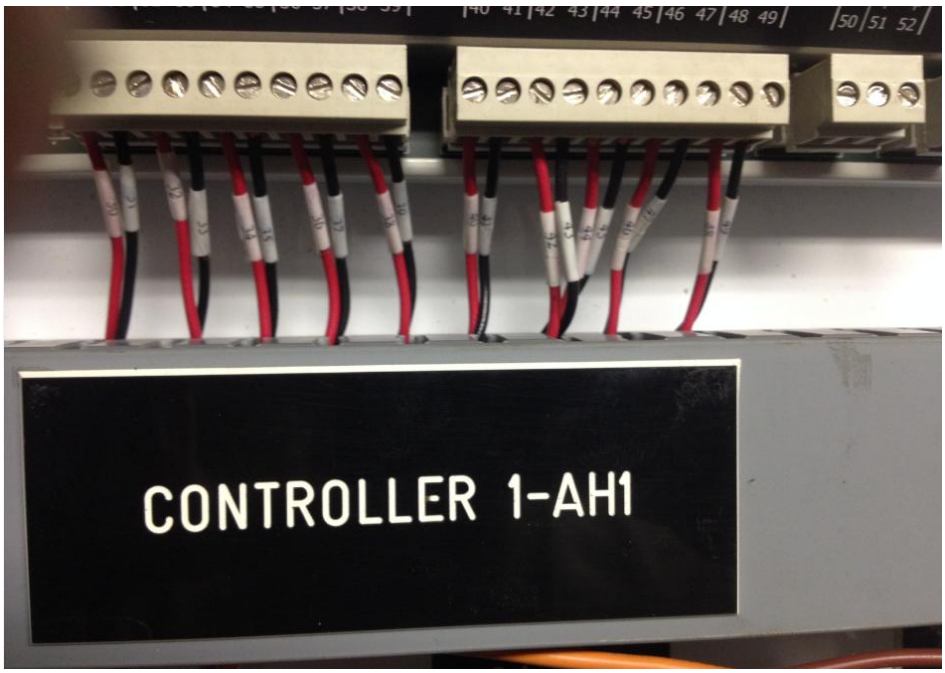
clv) Identify all other control components with permanent labels. Identifiers shall match record documents.

clvi) Affix engraved tags plates on each motor starter controlled through the EMS. Minimum tag size shall be 1 in. X 3 in. Minimum lettering size shall be 3/16 in. high. Tag shall be red with white lettering. Tags shall indicate the following:

**C A U T I O N**
**This equipment is operating under automatic**
**control and may start at any time without warning**

clvii) Identify room sensors relating to terminal box or valves with nameplates.

clviii)




H) Cleaning

clix) This contractor shall clean up all debris resulting from his or her activities daily. The contractor shall remove all cartons, containers, crates, etc. under his control as soon as their contents have been removed. Waste shall be collected and placed in a location designated by the Construction Manager or General Contractor.

clx) At the completion of work in any area, the Contractor shall clean all of his/her work, equipment, etc., making it free from dirt and debris, etc.

clxi) At the completion of work, all equipment furnished under this Section shall be checked for paint damage, and any factory-finished paint that has been damaged shall be repaired to match the adjacent areas. Any metal cabinet or enclosure that has been deformed shall be replaced with new material and repainted to match the adjacent areas.

I) Protection

clxii) The Contractor shall protect all work and material from damage by his/her work or workers, and shall be liable for all damage thus caused.

clxiii) The Contractor shall be responsible for his/her work and equipment until finally inspected, tested, and accepted. The Contractor shall protect his/her work against theft or damage, and shall carefully store material and equipment received on-site that is not immediately installed. The Contractor shall close all open ends of work with temporary covers or plugs during storage and construction to prevent entry of foreign objects.

J) Field Quality Control

clxiv) All work, materials and equipment shall comply with the rules and regulations of applicable local, state, and federal codes and ordinances as identified in Part 1 of this Section.

clxv) Contractor shall continually monitor the field installation for code compliance and quality of workmanship. All visible piping and/or wiring runs shall be installed parallel to building lines and properly supported.

clxvi) Contractor shall arrange for field inspections by local and/or state authorities having jurisdiction over the work.

K) Performance Evaluation/Acceptance Procedure

clxvii) General. - Acceptance of the control system depends in part upon successful demonstration of control system performance. The SI shall prepare a detailed final functional test and verification plan indicating in a step-by-step logical fashion the procedures by which the control system will be tested. This shall include the following procedures:

Sequence of Operation - Demonstrate all sequences of operation.

Test Documentation - Provide standard formatted documentation for each controlled system and element test.

Pre-Testing - The control system installer shall have performed pre-testing of all tests on all components before final testing. If during final testing more than 10 percent of the points or sequences checked are found to be faulty, the Contractor shall halt the test and re-check all parts of the system test.

Testing Plan. Submit test plan for approval not less than 4 weeks prior to tests. Meet with County of Orange's representative, discuss the test plan, and make necessary revisions. The test plan shall include, as a minimum, for each control system and sub-system the following:

(a) System name.
(b) List of devices with brief description of functional purpose of each.
(c) The expected signal values transmitted by the sensors/transmitters.

(d) The expected signal values transmitted by the controller to the controlled device or actuator.
(e) The expected values of the control medium from limit-to-limit.
(f) A description of the instrumentation required to test the system, including proof of calibration.
(g) A detailed step-by-step process in conducting test and verification.
(h) Log sheets on which expected and actual values will be recorded.
(i) Other criteria for test to indicate that the system is operating in accordance with Contract requirements.

clxviii) Testing - Inform the Engineer and County of Orange of all test dates for attendance, so that the Engineer and/or County of Orange may attend the test if desired. Perform all tests. Correct all system maladies found in the testing procedure. Retest as required. If County of Orange's representative does not witness test, provide performance certification.

clxix) Acceptance- The control systems will not be accepted as meeting the requirements of Completion until all tests described in this specification have been performed to the satisfaction of both the Engineer and County of Orange. Any tests that cannot be performed due to circumstances beyond the control of the Contractor may be exempt from the completion requirements if stated as such in writing by the County of Orange's representative.

L) Schedue of Responsibilities

clxx) The following schedule identifies the responsible Division for the installation of the building automation system. This schedule should be used as a general guide. The General Contractor is the central authority governing the total responsibility of all trade contractors. Therefore, deviations and clarifications of this schedule are permitted provided the General Contractor assumes responsibility to coordinate the trade contractors different than as indicated herein. If deviations or clarifications to this schedule are implemented, submit a record copy to the Architect.

| Item | | | Furnish By | Install By | Power By | Control Wiring By |
|---|---|---|---|---|---|---|
| 1. | Equipment Motors | | M | M | E | — |
| 2. | Magnetic Motor Starters: | | | | | |
| | a. | Automatically controlled, with or without HOA switches. | E | E | E | SI |
| | b. | Manually controlled. | E | E | E | — |
| | c. | Manually controlled, and which are furnished as part of factory wired equipment. | M | M | E | E |
| | d. | Special duty type (part winding, multi-speed, etc.) | M | See Note 1. | E | See Note 1. |
| | e. | Adjustable frequency drives with manual bypass. | SI | SI | E | SI<br>See Note 2. |
| | f. | Domestic booster pump. Motor Controls | M | M | E | SI |

| Item | | Furnish By | Install By | Power By | Control Wiring By |
|---|---|---|---|---|---|
| 5. | General equipment disconnects switches, thermal overload switches, and manual operating switches. | E | E | E | — |
| 6. | Sprinkler system water flow and tamper switches. | M | M | E | — |
| 7. | Outside fire alarm horn and light (at Siamese connection). | M | M | E | — |
| 8. | Line voltage contactors. | E | E | E | SI |
| 9. | Control relay transformers (other than starters). | SI | SI | E | SI |
| 10. | Main fuel oil tank alarms (high and low level) and remote indicating lights. | M | M | SI | SI |
| 11. | Day tank fuel oil alarms (high and low level) and remote indicating lights. | E | E | E | SI |
| 12. | Line voltage control items such as line voltage thermostats not connected to control panel systems. | M | E | E | E |
| 13. | Loose controls and instruments furnished as part of the packaged mechanical equipment or required for operation such as valves, float controls, relays, sensors, etc. | M | M | M | M |
| 14. | Control and Instrumentation panels | SI | SI | E | SI |
| 15. | Automatic control valves, automatic dampers and damper operators, solenoid valves, insertion temperature and pressure sensors. | SI | M | E | SI |
| 17. | Duct type fire and smoke detectors, including relays for fan shut down. | E | E | E | E |
| 18. | Contactors for cooling tower basin heaters. | M | M | E | M |
| 19. | Mechanical piping heat tracing (including relays, contactors, thermostats, etc.) | M | M | E | M |
| 20. | Emergency power off (EPO) shut down pushbutton(s) (break glass station) and controls. | M | M | M | M |
| 21. | Control interlock wiring or software bindings between chillers, pumps and cooling towers, fans and air handling units and other miscellaneous mechanical equipment. | SI | SI | E | SI |
| 22. | Electric radiant heating panels unducted electric unit heaters and cabinet heaters, and electric | E | E | E | E |

| Item | | Furnish By | Install By | Power By | Control Wiring By |
|---|---|---|---|---|---|
| | baseboard radiation. | | | | |
| 23. | Airflow control devices with transmitter. | SI | SI | E | SI |
| 24. | Air terminal devices (i.e., VAV and fan powered boxes). | M | M | E | SI |
| 25. | Intelligent Devices and Control Units provided with packaged mechanical equipment such as: | M | M | E | SI |
| | Valve and damper operators.<br>Heat pumps, AC units.<br>Fan Coil Units.<br>Air Terminal Units.<br>Boilers, chillers. | | | | |
| 26. | Intelligent Devices and Control Units provided with electrical systems such as: | E | E | E | SI |
| | Occupancy/motion sensors.<br>Lighting Control Panels.<br>Switches and Dimmers.<br>Switch Multiplexing Control Units.<br>Door Entry Control Units. | | | | |
| 27. | Gateways for protocol conversion with a non-LONWORKS based system | SI | SI | **SI** | **SI** |
| 28. | Routers, Bridges and Repeaters. | SI | SI | **SI** | **SI** |

| Abbreviations | |
|---|---|
| Furnish. | Furnished by |
| Install. | Installed by |
| Power | Power Wiring Connection, Low and Medium Voltage |
| SI | System Integrator |
| M | Mechanical Contractor |
| E | Electrical Contractor |

clxxi) Notes to Schedule of Responsibilities:

Magnetic motor starters (special duty type) shall be set in place under electrical division except when part of factory wired equipment, in which case set in place under mechanical division.

Where a remote motor disconnect is required in addition to the one provided integral to an Variable Frequency Drive (VFD), the SI Contractor shall provide the necessary control interlock between the disconnects.

The System Integrator shall inform the Mechanical Contractor and the Electrical Contractor of the additional capacity required of control power transformers.

Mechanical Contractor shall refer to the electrical specifications and plans for all power and control wiring and shall advise the Architect of any discrepancies prior to bidding. The System Integrator shall be responsible for all control wiring as outlined, whether called for by the mechanical or electrical drawings and specifications.

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# DESIGN CRITERIA 23– ACCESS CONTROL SYSTEMS

## COUNTY ACCESS CONTROL OVERVIEW

The access control system will utilize the County's existing access control system (Lenel OnGuard 2012 version 6.5.624) and Wide Area Network (WAN) network. The Lenel database is centrally managed by the OC Public Works. The County uses 26− bit wiegand format ID cards.

OC Public Works shall approve all installation designs that intend to expand the County's access control infrastructure including, but not limited to, all access control materials, wire specifications, electrified locks, power supplies, and integration methods with other security or electronic control systems, including but not limited to, digital video, elevator control, duress, parking gates, ADA systems, audio systems, and intrusion alarm.

Unless otherwise specified by the County, the COUNTY shall perform system programming including Intelligent System Controllers, Reader Interface Modules, Inputƒoutput Modules, timezones, segmentation, cardholder profiles and access levels. When requested, the VAR shall provide software engineering resources that can support all applications and features available in OnGuard.

## LENEL VALUE ADDED RESELLER (VAR) QUALIFICATIONS

1. The VAR must be certified on the latest OnGuard software release, have appropriate contractor licensing and provide documentation for the following.
    a. Contractor employs and maintains a minimum of five (5) Lenel Certified Professionals and five (5) Lenel Certified Associates concentrated in the area of access control. Certified professionals must be staffed in their Southern California Location.
    b. Contractor has been a Lenel OnGuard Value Added Reseller (VAR) for the past three (3) consecutive years
    c. Three (3) consecutive years as a Lenel OnGuard VAR
    d. Contractor is currently at Lenel TierVantage level *ELITE*
    e. C10 − Electrical Contractor License

## ACCESS CONTROL MATERIALS

1. Controllers and Modules
    a. The County access control system shall utilize Lenel Access control field hardware to meet requirements specific to each location. Each facility makeup will include a County specified Intelligent System Controller (ISC) also referenced as Intelligent Dual Reader Controller (IDRC) and the appropriate number of Single or Dual Reader Interface Modules (SRIƒDRI) (typically LNL−1320 series 2).
    b. Where applicable, Lenel Input Control Modules (ICM LNL−1000 series 2) and Output Control Modules (OCM LNL−1200 series 2) shall be used for Input ƒ Output functionality.

2. Card Readers
    a. Readers shall be HID RP40 multiClass SE Reader (920PTNNEK00000) single gang black. The priority coding shall be set to 125kHz − HID, Indala®, EM4102 or AWID proximity. RP15 multiClass Reader (910PTNNEK00000) shall be installed in locations that cannot accommodate the dimensions of a RP40 multiClass reader. HID RPK40 multiClass SE Reader (921PTNNEK00000) single gang black shall be used when required and specified by the County.

3. Power Supplies
    a. Additional power supplies in existing installs shall be Altronix multi−output power supplyfcharger that converts 115VAC, 60Hz input into 12VDC or 24VDC or LifeSafety when feasible. Specific model shall be determined when system is engineered for location. All final designs and equipment must be approved by OC Public Works\Access Control.
    b. New installations shall be LifeSaefty Power that converts 115VAC, 60Hz input into 12VDC and 24VDC.
        i. Specific LifeSafety FlexPower building blocks and enclosures shall be determined when system is engineered for location.
        ii. All LifeSafety power supplies must have a NL4 for power monitoring.
    c. 12VDC batteries shall be supplied to meet required back up power time determined by the County's access control (typically 8 hours).

4. Electrified Locks, Request−to−Exit, and Door Contacts
    a. Each door envelope shall consist of card reader, electronic door hardware, request to exit device (REX), and door position switch (DPS). These items shall be determined specific to each location to match building aesthetics and meet required code(s). All final designs and equipment must be approved by OC Public Works\Facilities Operations.
        i. REX − Manufacture shall be Kantech, part number T−REX−LT
            1. Part Numbers
                a. T−REX−LT for standard doors
                b. T−REX−LT2 for doors that require 2 relays (local lock release and REX notification)
                c. T−REX−XL for doors that require piezoelectric buzzer
                d. Color shall be white unless mounted on area with black background in which color shall be black.
            2. Installation
                a. List when in lock
                b. List when outside of lock
        ii. DPS − Manufacture shall approved by the County
            1. Part Numbers
                a. List part numbers
            2. Installation
                a. List when in hinge
                b. List when not in hinge
        iii. Electrified Locks
            1. Priority list 1
            2. Priority list 2
            3. Etc.

5. Cabling
    a. Communication cable shall be Cat 6 and RS−485 will be 2 Pair, 24 AWG tinned copper individually shielded pairs, RS−485 low−capacitance communication, instrumentation, and special application plenum cable (see appendix A). Access cable shall be a plenum composite cable (Reader, REX, Strikes, and Contacts) specific for access control use.
        i. Contact wire shall have minimum 1 pair 22 gauge
        ii. Lock power wire shall have minimum 1 pair 18 gauge
        iii. REX wire shall have minimum 2 pair 22 gauge
        iv. Reader wire shall have minimum 3 pair 22 gauge shielded

6. Enclosures
    a. New panel enclosures shall be Hoffman, LifeSafety or County approved equal with the appropriate UL rating. Enclosure design shall be approved by County prior to installation.

**PERFORMANCE SPECIFICATIONS**

1. The VAR shall install all access control related hardware including, but not limited, to access panels, reader modules, input/output panels, alarm panels, wireless door receivers and openers, proximity readers, diodes for door supervision, request to exit devices, door contacts, various types of electrified door locking hardware, power supplies, wiring and incidental materials.

    a. Door envelopes shall be fully complimented (reader, electronic lock, door position switch, request to exit device and any incidental conduit and mounting hardware)

2. The access control system contractor shall provide all necessary permits and install all materials and labor in compliance with local codes and UL 294.

    a. Applicable doors and frames shall retain fire rating

3. Power supplies shall be hard wired in conduit on an isolated circuit when possible with a tamper resistant key (blade style) switch.

    a. Battery and AC supervision shall be connected to the Lenel access panel or reader module to indicate loss of AC power and report low battery conditions

4. Miscellaneous:

    a. Resistors shall be used at each reader door to effect door supervision
    b. Tamper switches shall be installed and wired at all access panel or reader module enclosures and power supply enclosures
    c. Readers, access panels, power supplies and cabling shall be labeled to the County's naming convention standards
    d. Tests of access control hardware and installation shall be performed to the approval of the County's access control

5. The CONTRACTOR shall follow all manufacture installation specifications.

6. The CONTRACTOR shall provide a project manager to manage the entire access control project including, but not limited to, access control hardware, hardware/software programming, wiring, electrified door hardware, electrical, testing and documentation.

7. The CONTRACTOR shall have advanced Lenel software engineering resources that can support the COUNTY all Lenel OnGuard applications. CONTRACTOR engineering resources shall be trained and certified in Microsoft SQL database administration and be able to support the Lenel Access Control SQL database.

8. The CONTRACTOR shall perform final sequence testing of the Lenel access control equipment. CONTRACTOR shall repair any failures identified during testing. Testing sequences shall include, but is not limited to circuitry, controls, switches, readers, locks, inputs/outputs, accurate event

alarms at each door including 'alarm active', 'request−to− exit', 'door held', 'door forced', 'access granted', and 'access denied'. COUNTY will be present during all testing sequences to validate accuracy and testing completion.

9. In accordance with County naming conventions, the CONTRACTOR shall label all equipment, including, but not limited to enclosures, reader panels, power supplies, wiring, readers, and lock power.

10. CONTRACTOR shall wire Lenel power fault (FLT) with Altronix AC power and battery status monitoring in accordance with the COUNTY'S Lenel wiring standards.

11. CONTRACTOR shall maintain organized and documented cable management within panel enclosures and closets. Enclosure type, enclosure layout design, wire duct, wire ties, and conduit type and locations must be approved by the COUNTY prior to installation.

12. CONTRACTOR shall provide and install conduit to conceal all visible wire. EMT conduit shall be used (no flex conduit).

13. CONTRACTOR shall use COUNTY approved premium industrial quality connectors, wire duct, Velcro wire ties, industrial terminal blocks for wire splicing andfor wire interconnects points.

14. CONTRACTOR shall install supervised circuits unless otherwise requested by the COUNTY.

15. The CONTRACTOR shall provide 1 year warranty on all Lenel materials and labor.

**ENGINEERING AND DRAWINGS**

All architectural and engineering drawings will be required for all work and must be approved by OC Public Works\Card Access. Contractor shall provide the County security system engineering, plan check submittals, device location maps, as−built drawings, and operational and maintenance manuals.

**Appendix A**

RS−485 wire shall match exactly the physical properties in the following wire specification. All RS−485 communication cabling must be approved and signed off by County.

AEROSPACE WIRE & CABLE INC.
*Manufacturers of High Temperature Wire & Cable*

RoHS Compliant

**Aerospace Part#:** TBD **PLENUM CABLE**

## DESCRIPTION

2 Pairs AWG 24/7x32 TC
Individual Foil Shield Foam FEP/Halar Orange CMP

## PHYSICAL PROPERTIES

| Pairs | | | Insulation | | |
|---|---|---|---|---|---|
| # Pairs | AWG | Material | Material | Wall | Finished OD |
| 2 | 24/7x32 | Tinned Copper | Foam FEP | .016" | .056" |

| Outer Shield Material | | | Drain Wire | |
|---|---|---|---|---|
| Shield Type | Material | Coverage | AWG | Material |
| Each Pair Shielded | Alum / Mylar | 100% | 24/7x32 | Tinned Copper |

| Outer Jacket Material | | | Cabling | |
|---|---|---|---|---|
| Jacket Material | Color | Wall | Overall O.D. | Lay |
| E-CTFE | Orange | .015" | .234" Nom. | 1" Lay on Pair with Clear Mylar 4" Lay on Cable with Clear Mylar |

## MECHANICAL PROPERTIES

| Operating Temp | Total Weight | Bend Radius |
|---|---|---|
| UL Rated -40C to 150C | 23.5 lbs/m | 15 X OD |

## ELECTRICAL PROPERTIES

| Max. Operating Voltage | Capacitance (Cond. To Cond.) | Impedence | D.C. Resistance |
|---|---|---|---|
| UL Rated 300V Power Ltd. | 10.7 pf / ft nom. | 114 ohms nom. | 27.2 Ohms/m @68F |

| Vel of Prob |
|---|
| 83% |

## INDUSTRY APPROVALS AND COMPLIANCE

| Standards & Environmental Programs | |
|---|---|
| RoHS Compliant | YES |
| Suitability | Indoor, Direct Burial, Wet Location |
| Resistance | Oil, Gas, Sunlight, Abrasian, Acid |
| Applications | Communications, Audio, Control, Instrumentation |
| Flame Test | NFPA 262 / FT6 |
| NEC / (UL) Specification | CMP |
| CEC / C (UL) Specification | CMP |

## MISCELLANEOUS

Markings: E130356 TYPE CMP 24 AWG (UL), C(UL) 150C ROHS

Color Code: Black / Red White / Green

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# DESIGN CRITERIA 24– GENERAL COMMISSIONING REQUIREMENTS
(SECTION 019110)

## PART 1 - GENERAL

### 1.1 Description of Work

A. Commissioning is a systematic process of ensuring that all building systems perform interactively according to the design intent and the owner's operational needs. This is achieved by beginning in the design phase and documenting design intent and continuing through construction, acceptance and the warranty period with actual verification of performance. The commissioning process shall encompass and coordinate the traditionally separate functions of system documentation, equipment startup, control system calibration, testing and balancing, performance testing and training. Commissioning during the construction, and post-occupancy phases is intended to achieve the following specific objectives according to the contract documents:

1. Verify that the applicable equipment and systems are installed in accordance with the contact documents and according to the manufacturer's recommendations.
2. Verify and document proper integrated performance of equipment and systems.
3. Verify that Operations & Maintenance documentation is complete.
4. Verify that all components requiring servicing can be accessed, serviced and removed without disturbing nearby components including ducts, piping, cabling or wiring.
5. Verify that the County's operating personnel are adequately trained to enable them to operate, monitor, adjust, maintain, and repair building systems in an effective and energy-efficient manner.
6. Document the successful achievement of the commissioning objectives listed above.

B. The purpose of the Commissioning Process is to provide the County with independent verification that the systems to be commissioned have been installed according to the contract documents and operate within the performance guideline set in the construction drawings and these specifications. The Cx Authority will provide the County's Representative with independent, unbiased, objective view of the system's installation, operation and performance. The commissioning process does not alleviate or reduce the responsibility of the design professionals or installing contractors to provide a complete and finished product, installed and fully functional in accordance with the contract documents.

C. Commissioning is intended to enhance the quality of system start-up and aid in the orderly transfer of systems for use by the County. Quality commissioning requires participation by all parties involved with the design and construction process, including the County, Architect/Engineer Design Team, Contractor and sub-contractors, and County's Facilities Management. The Cx Authority will lead the commissioning team planning and coordinating all commissioning activities in conjunction with the design professionals, project manager, general contractors, manufacturers and equipment vendors. In addition, training of the Facilities Management will be verified and final project O&M Documents will be reviewed for completeness.

D. Where individual testing, adjusting, or related services are required in the project specifications and not specifically required by this commissioning requirements specification, the specified services shall be provided and copies of documentation, as required by those specifications shall be submitted to the County and the Commissioning Agent to be indexed for future reference.

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions, architectural, plumbing, electrical, and mechanical provisions and other Division 1 Specification Sections, apply to the Work of this Section

1. Contractor and Vendor field start-up reports.
2. Contractor QA/QC Testing reports.
3. Close-out documentation including O&M Manuals.

B. Related Sections:

1. Other Division 1 Specification Sections
2. Divisions 23 and 26 for specific test and inspection requirements

1.3 REFERENCE STANDARDS

A. The latest published edition of a reference shall be applicable to this Project unless identified by a specific edition date.

B. All reference amendments adopted prior to the effective date of this Contract shall be applicable to this Project.

C. All materials, installation and workmanship shall comply with all applicable requirements and standards.

1.4 SUMMARY

A. This Section establishes general and administrative requirements pertaining to commissioning of equipment, devices, and building systems installed on renovation and new construction projects delivered under various contracting methodologies. Technical requirements for commissioning of particular systems and components are established in the Contract Documents.

B. It is of primary concern that all operable systems installed in the Project perform in accordance with the Contract Documents and the specified County's operational needs. During Commissioning, the Contractor systematically demonstrates to the County that the operable systems are properly performing in strict accordance with the Contract Documents.

C. Commissioning consists of systematically documenting that specified components and systems have been installed and started up properly and then functionally tested to verify and document proper operation through all sequences of operation and conditions. In addition, training of the County's Operations Personnel will be verified and final project O&M Documents will be reviewed for completeness.

1.5 ADMINISTRATIVE REQUIREMENTS

A. Perform commissioning services for the system. Expedite the testing process and minimize unnecessary delays, while not compromising the integrity of the procedures. The commissioning requires cooperation of the Contractor, subcontractors, vendors, suppliers, Architect/Engineer, Commissioning Agent, and County's Representative.

B. Commissioning Documentation

1. The Commissioning team shall access an electronic Data Management System via a web based interface provided by the CxA to report and document the commissioned status for each building component, assembly, piece of equipment and system to be commissioned. The CxA will maintain the document server hardware and software.
2. The Contractor shall electronically update the documents on a regular basis as commissioning activities are completed. CxA shall provide database training and access to the commissioning team.

1.6 ABBREVIATIONS

A. Abbreviations: The following are common abbreviations used in this Specification and in the Commissioning Plan.

| | | | |
|---|---|---|---|
| A/E | Architect and Design Engineers | GC | General Contractor |
| CA or CxA | Commissioning Authority | | |
| CIR | Corrective Issue Record | IC | Installing Contractor |
| CT | Commissioning Team | MC | Mechanical Contractor |
| Cx | Commissioning | PFC | Pre-Functional Checklist |
| Cx Plan | Commissioning Plan Document | Subs | Subs to Prime Contractors |
| EC | Electrical Contractor | TAB | Test, Adjusting and Balance Contractor (If independent) |
| FPT | Functional Performance Test | BAS | Building Automation Systems Contractor |

1.7 COORDINATION

A. Commissioning Team: The members of the commissioning team consist of the County, Commissioning Agent, the General Contractor, the Architect and Design Engineers (particularly the Mechanical Engineer), the Mechanical Contractor, the Electrical Contractor, the Testing & Balancing representative, the Building Automation Systems Contractor, and any other installing subs or suppliers of equipment. The plant operator/engineer is also a member of a Cx team.

B. Management: The CA directs and coordinates the commissioning activities and reports to the County. All members work together to fulfill their contracted responsibilities and meet the objectives of the Contract Documents. The CA's responsibilities are the same regardless of who hired the Commissioning Agent.

C. Scheduling: The CA will work with the GC according to established protocols to schedule the commissioning activities. The CA will provide sufficient notice (generally two weeks' notice) to the GC for scheduling commissioning activities. The GC will integrate all commissioning activities into the master schedule. All parties will address scheduling problems and make necessary notifications in a timely manner in order to expedite the commissioning process.

D. The CA will provide the initial schedule of primary commissioning events, or commissioning milestones, at the initial commissioning meeting. The Commissioning Plan provides a format for

this schedule. As construction progresses and more detailed schedules are available from the GC, the CA will adjust the commissioning schedule accordingly.

1.8 COMMISSIONING PROCESS

A. The commissioning process does not take away from or reduce the responsibility of the system designers or installing contractors to provide a finished and fully functioning product.

1.9 SYSTEMS TO BE COMMISSIONED

A. The following systems are to be commissioned.

1. Mechanical Systems:

a. Condenser and chilled water systems (cooling tower, condensing water pumps, water treatment unit, purifier, chillers, chilled water pumps, variable speed drives, and piping accessories).
b. Heating hot water system (boilers, heating hot water pumps, circulating pumps, variable speed drives, and piping accessories).
c. Refrigerant leak detection system (exhaust fan, detection control panel, and appurtenances).
d. Chilled water leak detection system (leak detection cable and sensors).
e. DDC controls

2. Plumbing Systems:

a. Fuel oil system (fuel oil pumps and piping accessories).
b. Gas earthquake shut off valve.

3. Electrical Systems:

a. Electrical power connections for all mechanical new equipment.
b. New generator. New sequence of operations for emergency power, which integrates new generator operation with existing generator.
c. Existing generator new control panel.
d. Automatic transfer switches.
e. Integrated system performance.

1.10 DEFINITIONS

A. Acceptance Phase:

1. Phase of construction after Startup and initial checkout when Functional Performance Tests, operation and maintenance documentation review and training occur.

B. Commissioning Authority:

1. An entity identified by the County who plans, schedules, and coordinates the Commissioning Team to implement the Commissioning Process.

C. Commissioning Plan:

1. A document prepared and updated by the Commissioning Authority that outlines the organization, schedule, allocation of resources, and documentation requirements of the Commissioning Process. The Commissioning Plan is binding on the contractors. The specifications of this section will take precedence over the Commissioning Plan.

D. Commissioning Process:

1. A quality-focused process for enhancing the delivery of a project. The Process focuses on verifying and documenting that the facility and all of its systems and assemblies are planned, designed, installed, tested, operated, and maintained.
2. Commissioning and Cx have the exact same meaning and will be used interchangeably throughout the Contract Documents.

E. Commissioning Team:

1. The individuals who through coordinated actions are responsible for implementing the Commissioning Process.

F. Contractor QA/QC Test Reports:

1. The reports generated through the Construction Phase as required by the specifications for QA/QC activities by the installing contractors including megger tests, piping and duct pressurization testing. These reports are to be copied to the Cx Authority as generated for documentation and review.

G. Corrective Issue Report:

1. A report generated by the Cx Authority during Functional Performance Testing documenting issues found during the testing procedures that require follow-up corrective action.

H. Data Logging:

1. Monitoring flows, currents, status, pressures, etc. of equipment using stand-alone data loggers separate from the control system.

I. Deficiency:

1. A condition in the installation or function of a component, piece of requirement or system that is not in compliance with the Contract Documents (that is, does not perform properly or is not complying with the design intent).

J. Final Cx Report:

1. A report prepared by the Cx Authority includes information from the complete Commissioning Process as defined throughout the Commissioning Plan and will include Training documentation and completed Functional Performance Test documentation and the resolved Corrective Issues Report. This report will be provided to the County at the completion of the project.

K. Functional Performance and Integrated Systems Testing:

1. Testing of the dynamic functional and operation of equipment and systems using manual (direct observation) or monitoring methods. Functional Performance and Integrated Systems Testing is the dynamic testing of systems (rather than just components) under full operation. Systems are tested under various modes, such as during low cooling or heating loads, high loads, component failures, unoccupied modes, varying outside ambient conditions, fire alarm, power failure, etc. The systems are run through all control systems sequences of operation and components are verified to be responding as the sequences state.
2. The Commissioning Authority develops the Functional Performance and integrated systems test procedures in a sequential written form, coordinates, witnesses and documents the actual testing, which is performed by the installing contractor or vendor.
3. Functional Performance and Integrated Systems Testing are performed after completion of the Pre-Functional Checklists and factory/manufacturer start-up procedures.

L. Phased Commissioning:

1. Commissioning that is competed in phases (by floors, for example) due to the size of the facility, phased occupancy or other scheduling issues.

M. Pre-Functional Checklist:

1. Example documents prepared by the Cx Authority and issued to the Contractor early in the Construction Phase for duplication and completion. The purpose of the Checklists are to verify that appropriate components are on site, correctly installed, started, operational, and ready for Functional Performance and Integrated Systems Testing. Pre-Functional Checklists are primarily static inspections and procedures to prepare the equipment or system for initial operation.
2. Pre-Functional Checklists augment and can be combined with the manufacturer's start-up checklists but are not a substitute. Manufacturer's start-up checklists are to be provided with the Pre-Functional Checklists to the Cx Authority.

N. Sampling:

1. Functional Performance and/or Integrated Systems Testing may only test a fraction of the total number of identical or near identical pieces of equipment or systems.
2. 100% or sampling percentage each test will be provided in the Commissioning Plan.

O. Systems Manual:

1. A manual prepared by the Cx Authority that includes information related to the systems, assemblies and the Commissioning Process, incorporated into a usable information resource, with indices and cross references. Information included in the manual incorporates County's Commissioning Plan, one-line diagrams, and Functional Performance and Integrated Systems Testing Procedures.

## 1.11 COMMISSIONING TEAM

A. The Commissioning Team shall consist of a minimum of one (1) Representative for each of the following:

1. County.
2. General Contractor.
3. Architect.

4. Mechanical Engineer.
5. Electrical Engineer.
6. Prime Contractors.
7. Key sub-Contractors
8. Commissioning Authority.
9. Members appointed by Contractor:

    a. Individuals, each having authority to act on behalf of the entity they represent, explicitly organized to implement the Commissioning process through coordinated actions
    b. Representatives of Contractor, including but not limited to, Project Manager and Commissioning coordinator, subcontractors, installers, and equipment suppliers. County must approve Contractor's Commissioning coordinator.

B. Provision of a fully commissioned system of all materials required under the construction contract is the responsibility of the General Contractor. Therefore, Contractor Group members of the Systems Commissioning Team, through participation in the planning, management, and oversight of all construction activities related to equipment approvals, performance testing, and commissioning of the systems identified herein must be able to assure the County and the Cx Authority that all systems have been properly tested and commissioned.

C. Each Commissioning Team Representative shall be familiar with ASHRAE Guideline 2013 – The Commissioning Process.

D. The Cx Authority is not responsible for design concept, design criteria, compliance with codes, design or general construction scheduling, cost estimating, or construction management. The Cx Authority may assist with problem-solving non-conformance or deficiencies, but ultimately that responsibility resides with the GC and the A/E. The primary role of the Commissioning Authority is to develop and coordinate the execution of a testing plan, observe and document performance—that systems are functioning in accordance with the documented design intent and in accordance with the Contract Documents.

## 1.12 ACCEPTANCE

A. By the end of the construction, all systems shall be fully functional under all operational modes, including part and full load, and abnormal or emergency conditions. With exception of those tests which must be deferred for reasons discussed under post acceptance.

B. Substantial completion is dependent on the completion of all functional performance and integrated systems testing.

# PART 2 - PRODUCTS

## 2.1 GENERAL

A. All materials shall meet or exceed all applicable referenced standards, federal, state and local requirements, and conform to codes and ordinances of authorities having jurisdiction.

## 2.2 VERIFICATION TESTING EQUIPMENT AND INSTRUMENTS

A. Contractor shall provide all tools, instruments, laptop computers, software programs and services required to access equipment controls and perform Functional Performance and Integrated Systems Testing procedures. This includes providing the connection to systems to be tested, operation of the test equipment and instrumentation and generating test results as required.

B. All testing equipment shall be of sufficient quality and accuracy to test and/or measure system and equipment performance within the tolerances specified in the Contract Documents and the Functional Performance or integrated systems test procedures. If not otherwise noted, the following minimum requirements shall apply:

1. Temperature sensors and digital thermometers shall have an accuracy of 0.5°F and a resolution of ±0.1°F.
2. Pressure sensors shall have an accuracy of ±2.0% of the value range being measured (not full range of meter).

C. All testing equipment shall have calibration certificates readily available for review and documentation and shall have been calibrated within the previous 12 months.

## 2.3 SUBMITTALS AND OPERATIONS & MAINTENANCE MANUALS

A. General Contractor shall provide all submittals relating to systems to be commissioned identified in Part 1 above to Architect/Engineer Design Team and Cx Authority per Section 013300. Information should be provided in PDF format or formats compatible with Microsoft Office applications for PCs. Refer to submittal requirements established in Division 01 for additional requirements.

B. GC shall provide all Operation & Maintenance Manual material identified in Section 017823 and related Sections to County, Architect/Engineer Design Team and Commissioning Authority in electronic format. Information should be provided in PDF format or formats compatible with Microsoft Office applications for PCs.

C. Installation and checkout materials that are shipped attached to or inside equipment and the actual field checkout sheet forms used by the factory or field technicians shall be submitted to the Cx Authority. All documentation requested by the Cx Authority will be included by the Contractors in their O&M manuals.

## 2.4 MEANS OF ACCESS

A. The Contractor shall provide means for the CxA and County Representatives to access, observe and visually confirm proper operation of all equipment and systems. These means shall be in compliance with all OSHA regulations and the project specific Safety Plan.

## 2.5 UTILITIES AND ACCESSORIES

A. Provide utilities necessary to execute testing and commissioning, including water, fuels, chemicals, batteries and other similar expendable items.

B. Provide any equipment or device required for access, such as ladders and platforms.

PART 3 - EXECUTION

3.1 ROLES AND RESPONSIBILITIES

A. Construction Phase

1. All Parties

   a. Follow the Commissioning Plan and Commissioning Specification requirements.
   b. Attend commissioning scoping meeting and additional meetings, as necessary.

2. County's Representative (Provided for information only – Not part of GC responsibility):

   a. Attend Commissioning coordination meetings.
   b. Review and approve Construction Phase Commissioning documentation.
   c. Review training resumes, plans, handout documentation and schedule prepared by the installation contractors and the General Contractor with respect to appropriateness to the potential trainees.

3. Architect/Engineer Design Team (Provided for information only – Not part of GC responsibility):

   a. Attend Commissioning coordination meetings, if requested.
   b. Review and incorporate, as appropriate, the Cx Authority's comments from submittal reviews.
   c. Provide the Cx Authority with copies of each answered RFI pertaining to the commissioned systems.
   d. Review the Contractor's final as-built design intent and operating parameters documentation for inclusion in the O&M manuals.

4. Cx Authority (Provided for information only– Not part of GC responsibility ):

   a. Conduct a Commissioning Team Kickoff meeting. The intent of the meeting will be to present the commissioning specification requirements, test procedures, and scheduling.
   b. Lead and document Commissioning coordination meetings.
   c. Randomly sample the completion of the Pre-Functional Checklists.
   d. Assist the GC, sub-contractors, and County's in incorporating Commissioning activities into the master project schedule.
   e. Review equipment shop drawings and coordination drawings applicable to systems to be commissioned concurrent with the Architect/Engineer Design Team's review for compliance with the Contract Documents. Submit review comments to the Architect/Engineer Design Team for inclusion with their review comments.
   f. Review O&M manuals applicable to systems to be commissioned concurrent with the Architect/Engineer Design Team's review. Submit review comments to the project team in coordination with the Architect/Engineer Design Team's review.
   g. Review additional Construction Phase documentation, RFIs, Change Orders, Meeting Minutes, and other correspondence required to plan and perform commissioning tasks.
   h. Perform site visits, in conjunction with Commissioning meetings, to observe component and system installations. Attend selected planning and job site meetings to obtain information on construction progress.
   i. Review TAB execution plan developed by the construction team.

j. Review training resumes, plans, handout documentation and schedule prepared by the installation contractors and the General Contractor with the County's Representative and Facility O&M personnel with respect to appropriateness to the potential trainees.
k. Prepare final Functional Performance Test and Integrated Systems Test Procedures reflective of the approved equipment/system shop drawings. These will be distributed to the County's Representative, Architect/Engineer Design Team, and General Contractor for distribution to all affected contractors for their review, comment, and approval.

5. General Contractor (GC):

a. Review Construction Phase Commissioning documentation including but not limited to Cx site observation reports, Pre-Functional Checklists and Cx submittal reviews.
b. Participate in Commissioning coordination meetings.
c. Notify the Commissioning Authority when systems and assemblies are ready for Functional Performance Testing through completion of the Pre-Functional Checklists.
d. Copy all Meeting Minutes to the Commissioning Authority for informational purposes.
e. Provide the Cx Authority with a copy of all submittals associated with the systems being commissioned. These shall be distributed concurrent with the distribution to the Architect/Engineer Design Team.
f. Incorporate Commissioning activities into the master project schedule. This scheduling shall involve the Cx Authority and installation contractors. Provide the Cx Authority with schedule updates at least monthly.
g. Consolidate and manage the systems/equipment O&M manual preparation process by the installation contractors. Submit the systems/equipment O&M manuals to the Cx Authority for review and inclusion in the Cx close out documentation prior to submission of completed Pre-Functional Checklists.
h. Manage the training plan submittal process by the installation contractors. Submit training plans to the Cx Authority for review.
i. Schedule and witness equipment and systems cleaning, QA/QC testing, and start-up procedures. Submit documentation for review by the County's Representative, Architect/Engineer Design Team and Cx Authority.
j. Coordinate completion of the Pre-Functional Checklists by the appropriate sub-contractor as the work is accomplished. Submit the completed Pre-Functional Checklists to the Cx Authority prior to certifying systems are ready for Functional Performance Testing.
k. Update the Cx Authority with any construction changes to the systems being commissioned including copies of all relevant Requests for Information and Change Orders.
l. Collaborate with the Architect/Engineer Design Team and Cx Authority to develop the final detailed Functional Performance Test and Integrated Systems Test Procedures for control/building automation systems, based on the system shop drawings and submittals.

6. Sub-Contractors:

a. Review and provide input to Construction Phase Commissioning documentation.
b. Participate in Commissioning coordination meetings.
c. Duplicate example Pre-Functional Checklists as provided by the Cx Authority and complete each as the work is accomplished and submit to the General Contractor prior to the start of the Functional Performance and Integrated Systems Testing.

d. Collaborate with the Architect/Engineer Design Team and Cx Authority to develop the final detailed Functional Performance and Integrated Systems Test Procedures for systems to be commissioned.

7. Equipment Suppliers:

a. Provide requested submittal data, including detailed start-up and checkout procedures and specific responsibilities of the County to keep warranties in force for all commissioned equipment or assemblies.
b. Assist in equipment or assembly testing per agreements with Trade Subcontractors.
c. Include all special tools and instruments, when only available from vendor, specific to a piece of equipment, required for testing equipment according to these Contract Documents in the base bid price to the CM/GC or Trade Subcontractors.
d. Review test procedures for equipment installed by factory representatives.
e. Provide expert qualified staff for equipment training.

B. Testing and Training Phase

1. County's Representative (Provided for information only – Not part of GC responsibility):

a. Review and approve the O&M manuals concurrent with review by the Architect/Engineer Design Team and the Cx Authority.
b. Review and comment on resolutions of the Corrective Issues Report.

2. Architect/Engineer Design Team (Provided for information only – Not part of GC responsibility):

a. Participate in the initial Facility O&M Personnel and occupant training session.
b. Review systems/equipment cleaning, QA/QC testing, and start-up reports submitted by the contractor.
c. Review and approve the O&M manuals concurrent with review by the Cx Authority and the County's Representative.
d. Review and comment on the Cx Authority's Corrective Issues reports.
e. Review and comment on the Final Commissioning Report.

3. Commissioning Authority (Provided for information only – Not part of GC responsibility):

a. Review systems/equipment cleaning, QA/QC testing, and start-up reports submitted by the contractor.
b. Witness system and assembly Functional Performance testing. List any deficiencies on systems in the Corrective Issues Report and provide to the County, Architect/Engineer Design Team, and contractors for review and corrections. Include completed Functional Performance Test Procedures and Integrated Systems Test Procedures within the Final Cx Report.
c. Review proposed contractor-provided training program.
d. Collect the training record documents, including sign-in sheets.

4. General Contractor (GC):

a. Submit completed Pre-Functional Checklists and appropriate systems/equipment cleaning, QA/QC testing, start-up and balance reports to the Cx Authority prior to certifying systems to be commissioned are ready for Functional Performance Testing

and Integrated Systems Testing. Provide this certification to the Cx Authority in writing with copy to the County and the Architect/Engineer Design Team.

b. Coordinate all subcontractor participation and provide any required equipment necessary for Functional Performance Testing and Integrated Systems Testing. Equipment required for testing shall have valid calibration certificates.

c. Remedy deficiencies identified by the Cx Authority during Functional Performance Testing or Integrated Systems Testing and noted within the Corrective Issues Report.

d. Coordinate scheduling of the systems and component training sessions with the installation subcontractors for the convenience of the trainees.

e. Submit equipment spare parts to Facility O&M Personnel as detailed in the Contract Documents.

5. Sub-Contractors:

a. Demonstrate the performance of assemblies and/or operation of systems to the Cx Authority as required in order to achieve the requirements of the Functional Performance Test Procedures and Integrated Systems Testing.

b. Correct all deficiencies identified by the Commissioning Team and noted within the Corrective Issues Report.

c. Implement the training program as detailed in the Contract Documents and documented in the Training Forms.

C. Occupancy Phase

1. County's Representative (Provided for information only – Not part of GC responsibility):

a. Review and comment on the Final Commissioning Report.

2. Architect/Engineer Design Team (Provided for information only – Not part of GC responsibility):

a. Coordinate resolution of design non-conformance and/or design deficiencies identified during this phase.

3. Cx Authority (Provided for information only– Not part of GC responsibility):

a. Assemble the final Cx documentation including the Final Commissioning Report. Submit this documentation to the County for review and acceptance.

b. Develop the Systems Manual inclusive of the systems to be commissioned.

c. Returns to the site at 10 months into the warranty period and review with facility staff the current building operation and the condition of outstanding issues related to the original and seasonal commissioning. Also interview facility staff and identify problems or concerns they have operating the building as originally intended. Make suggestions for improvements and for recording these changes in the O&M manuals. Identify areas that may come under warranty or under the original construction contract. Assist facility staff in developing reports, documents and requests for services to remedy any outstanding issues.

d. Witness deferred/seasonal Functional Performance testing.

4. General Contractor (GC):

a. Coordinate the necessary subcontractors in the deferred/seasonal Functional Performance and Integrated Systems Testing.

b. Coordinate the correction of deficiencies and make necessary adjustments to O&M manuals and as-built drawings for applicable issues identified in any seasonal or deferred testing.
c. Attend 10th month warranty review meeting.
d. Coordinate the correction of deficiencies identified as being either warranty items or items under the original construction contract.

5. Sub-Contractors:

a. Execute seasonal or deferred Functional Performance and Integrated Systems Testing, witnessed by the Commissioning Authority, according to the specifications.
b. Correct deficiencies and make necessary adjustments to O&M manuals and as-built drawings for applicable issues identified in any seasonal or deferred testing.
c. Attend 10th month warranty review meeting.
d. Address outstanding warranty issues and tasks identified as being under the original construction document.

## 3.2 PROJECT SCHEDULE

A. Cx Authority will provide to the GC identified prerequisite activities or documentation required for Cx activities of the project. The General Contractor shall incorporate these Cx activities into the Master Project Schedule. The Cx Authority will review and update Cx activities along with the General Contractor's Master Schedule update.

## 3.3 SUBMITTALS/SHOP DRAWINGS

A. The Cx Authority will review Product Submittals and Shop Drawings during the same review period as the Architect/Engineer Design Team for systems identified from a master submittal log of Divisions 23 and 26. The Cx Authority will review the Submittals and Shop Drawings for Commissioning Process-related information. The Commissioning review comments will be issued per Section 013300.

B. The Commissioning Authority review is not a substitute for A/E review, rather it is a supplement related to commissioned systems and equipment.

## 3.4 REQUEST FOR INFORMATION

A. The Cx Authority shall be copied on each RFI relating to system to be commissioned for Commissioning-related information. CxA shall issue comments directly to the Architect/Engineer Design Team as applicable.

B. The Architect/Engineer Design Team will include the Cx Authority in the distribution of answered and updates or additions to the construction documents including all RFIs and Change Orders.

## 3.5 COMMISSIONING COORDINATION MEETINGS

A. The Cx Authorities will conduct periodic Commissioning Coordination Meetings throughout the construction phase of the project. Commissioning Team Members are required to attend these meetings. The Architect/Engineer to attend a maximum of 8 meetings.

B. The purpose of conducting Commissioning Coordination Meetings separate from the regular project progress meetings is to focus on the Commissioning Process activities status, schedule and issues.

C. Cx Authority will lead meetings, record meeting minutes and distribute minutes to all attendees with copies to appropriate entities.

D. Commissioning Coordination Meetings to be held at the Project site. These meetings will be held in conjunction with regularly-scheduled construction progress or OAC meetings.

## 3.6 QUALITY ASSURANCE TESTING

A. Contractor Field Testing:

1. The Cx Authority will receive one (1) copy of ALL systems cleaning, QA/QC testing and start-up reports from the Contractor and assemble for record into the Final Commissioning Report.
2. Refer to drawings and Division 23 and 26 for specific testing requirements
3. Refer to Pre-Functional Checklists and Commissioning Status Tracking for documentation requirements associated with Testing.

B. Independent Testing:

1. The Cx Authority will receive one (1) copy of ALL independent systems cleaning, QA/QC testing and start-up reports from the Contractor and assemble for record into the Final Commissioning Report.
2. Refer to drawings and Division 23, and 26 for specific testing requirements
3. Refer to Pre-Functional Checklists and Commissioning Status Tracking for documentation requirements associated with Testing.

## 3.7 SUBSTANTIATING SYSTEM READINESS

A. The Cx Authority will prepare and issue to the Contractor an example Pre-Functional Checklist form for each system or major piece of equipment to be commissioned. Pre-Functional Checklists are important to ensure that they equipment and systems are installed and operational. It ensures that Functional Performance and Integrated Systems Testing may proceed without unnecessary delays. The Contractor is responsible for modification and duplication of the Pre-Functional Checklists provided by the Cx Authority to match the equipment being installed and for completing each Checklist. Each piece of equipment is to receive full pre-functional checkout by the contractors. No sampling strategies are used. The Pre-Functional Checklists for all equipment related to any given system must be successfully completed prior to formal Functional Performance and Integrated Systems Testing of the system. Refer to sample Pre-Functional Checklists in specific commissioning sections following this Section.

B. The Commissioning Authority will monitor and track the completion of the Pre-Functional Checklist forms.

C. The Contractor shall complete the Pre-Functional Checklists, provided by the Commissioning Authority, as follows:

1. Pre-Functional Checklists shall be maintained electronically in an online web-based database provided by the CxA.

2. Complete Section 1 "Equipment Delivery" of the Pre-Functional Checklist after equipment delivery to the site.
3. Complete Section 2 "Equipment Installation" of the Pre-Functional Checklist after the equipment installation is complete.
4. Complete Section 3 "Equipment Start-up" of the Pre-Functional Checklist after the equipment has been successfully started. The contractor is to forward copies of all manufacturer's start-up forms and reports to the Cx Authority.
5. Complete Section 4 "BAS / Control Integration" of the Pre-Functional Checklist after the equipment and systems control configuration and integration process has been completed.
6. Complete Section 5 "Notification for Testing" of the Pre-Functional Checklist after the equipment if fully operational and ready for Functional Performance and Integrated Systems Testing.
7. Completed Pre-Functional Checklists are a pre-requisite for commencing Functional Performance and Integrated Systems Testing. If field observation indicates a significant deviation from actual installation conditions, checklists will be returned to the General Contractor and Installing Subcontractors for revision and resubmission. Any delays resulting will be the responsibility of the offending Installing Subcontractor.
8. Only individuals that have direct knowledge and witnessed that a line item task on the Pre-Functional Checklist was actually performed shall initial or check off that item.

D. The General Contractor shall clearly list any outstanding items from the Pre-Functional Checklists and/or manufacturer start-up reports and checklists that were not completed successfully in the Comments section of the applicable Pre-Functional Checklist. The Cx Authority will review any items/issues listed and will address them through discussion with the Architect/Engineer Design Team and General Contractor prior to proceeding with Functional Performance and Integrated Systems Testing.

E. The General Contractor shall develop detailed start-up plans for all equipment. These plans shall be reviewed by the Architect/Engineer Design Team and the Cx Authority for completeness and verification that the manufacturer-recommended procedures have been completed.

1. The contractor responsible for the installation and start-up of the equipment is responsible for developing the start-up plan by combining the Pre-Functional Checklist with the manufacturer's detailed start-up and checkout procedures and any required quality assurance testing.
2. The contractor shall maintain an updated and annotated copy of the start-up plan that shall be available for review by the Architect/Engineer Design Team and the Commissioning Authority at periodic intervals.
3. The completed start-up procedures shall be provided along with the completed Pre-Functional Checklists to the Cx Authority prior to the General Contractor's certification that the systems are ready for Functional Performance and Integrated Systems Testing.

## 3.8 OPERATION AND MAINTENANCE DATA

A. The Commissioning Process has special requirements on compiling and submitting Operation and Maintenance Data. O&M Data is required to be submitted to the Cx Authority immediately after receipt of the reviewed submittal from the Architect/Engineer Design Team. Refer to Section 017823 for specific requirements for O&M manual contents and submittals.

B. The Cx Authority will compile the information into the project Systems Manual which will be used during Training Sessions in conjunction with the O&M Manuals.

3.9 PHASED COMMISSIONING/TESTING

A. The project does require start-up and initial checkout to be executed in phases. This phasing will be planned and scheduled in a coordination meeting with the Commissioning Authority and the Construction Team and documented within the Commissioning schedule and the Commissioning portion of the master project schedule.

3.10 FUNCTIONAL PERFORMANCE AND INTEGRATED SYSTEMS TESTING

A. The Cx Authority will develop, coordinate and witness the Functional Performance and Integrated Systems Test Procedures to be used on the systems being commissioned. The objective of Functional Performance and Integrated Systems Testing is to demonstrate that each system is operating according to the documented Contract Documents. Functional Performance and Integrated Systems Testing facilities bringing the systems from a state of substantial completion to full dynamic operation. Additionally, during the testing process, areas of deficient performance are identified and corrected, improving the operation and functionality of the system.

B. The Test Procedures will be developed by the Cx Authority to reflect operation through all modes (seasonal, occupied, unoccupied, part- and full-load, etc) where there is a specified systems response. Verifying each sequence within the sequence of operations is required. Each contractor associated with any particular system to be commissioned is responsible for providing requested information to the Cx Authority to assist in development of the Test Procedures. The Test Procedures will be submitted to the remainder of the Commissioning Team in advance of scheduled Functional Performance and Integrated Systems Testing to give all members of the Commissioning Team time to review the Procedures and make comments or suggest revisions. Each Installing Subcontractor is responsible for reviewing the Test Procedures prior to conducting the testing. Refer to sample Functional Performance Test Procedure at the end of this Section.

C. The General Contractor is required to provide all testing instruments and all skilled labor required to conduct the Functional Performance and Integrated Systems Test Procedures. The Cx Authority will attend all Functional Performance and Integrated Systems Testing and record all results of the Testing on the Functional Performance and Integrated Systems Test Procedure.

D. Each function and test of the Functional Performance and Integrated Systems Testing shall be performed under conditions that simulate actual conditions as close as is practically possible. The contractor executing the test shall provide all necessary materials, systems modifications, etc. to produce the necessary flows, pressures, temperatures, etc. required to execute the test according to the specified conditions. At completion of the test, the contractor shall return all affected building equipment and systems from these temporary modifications to their pre-test condition.

E. Sampling:

1. Multiple identical pieces of non-life safety or otherwise non-critical equipment may be functionally tested using a sampling strategy. Significant application differences and significant sequence of operation differences in otherwise identical equipment invalidates their common identity. A small size or capacity difference alone does not constitute a difference. The specific sampling rates associated with each system or type of equipment will be identified within the Commissioning Plan and subsequent commissioning specification sections.
2. A sampling strategy will be used as “XX% Sampling – YY% Failure Rate” defined as:

   a. XX = the percent of the group of identical equipment to be included in each sample.

b. YY = the percent of the sample that, if failing, will require another sample to be tested.
c. As an example, a 20% Sampling – 10% Failure Rate will be represented as:

1) Randomly test at least 20% of each group of identical equipment. This 20% constitutes the "first sample".
2) If 10% of the units in the first sample fail the Functional Performance tests, test another 20% of the group (second sample).
3) If 10% of the units in the second sample fail, test all remaining units in the whole group.
4) If at any point, frequent failures are occurring and testing is becoming more troubleshooting than verification, the Cx Authority may stop the testing and require the responsible contractor to perform and document a checkout of all the remaining units prior to continuing with Functional Performance and Integrated Systems Testing.
5) Costs associated with testing systems beyond the initial sample rate for all parties including the Cx Authority are the responsibility of the Construction Team.

F. Pre-requisite documents to be submitted to the Cx Authority prior to Functional Performance & Integrated Systems Testing:

1. Updated/Completed Pre-Functional Checklists.
2. Test and Balance Report (preliminary).
3. Contractors' QA/QC Testing Reports.
4. Contractors' Start-Up Reports.
5. O&M Manuals (preliminary).
6. Trend data from Building Automation Systems points (as identified).

## 3.11 CORRECTIVE ISSUE REPORT

A. The Cx Authority will document deficiencies discovered during Site Observation Visits, Functional Performance and Integrated Systems Testing of systems in a Corrective Issue Log. The Corrective Issue Log will be available to all parties through the online web based software provided by the CxA. The General Contractor shall take action to correct the deficiency.

B. When the deficiency has been corrected, the General Contractor shall note action taken through the online web based software provided by the CxA. Any issues with open resolutions that are not agreed upon between the Contractors and the Cx Authority shall be reviewed and commented on by the Architect/Engineer Design Team for resolution and ultimately accepted by the County's Representative.

C. Items on the Corrective Issues Report must be completed as a pre-requisite for Substantial Completion.

D. The costs for any re-testing related to deficiencies discovered during Functional Performance and Integrated Systems Testing shall be the responsibility of the Construction Team.

1. The cost incurred by the CxA to retest will be back-charged to the General Contractor.
2. Any required re-testing shall not be considered a justified reason for a claim of delay or for a time extension by the General Contractor.

## 3.12 OWNER TRAINING

A. Training instructors shall be a Manufacturer's Representative or Applications Engineer fully qualified in the operation, troubleshooting and maintenance procedures for the equipment or systems being covered. Sales Representatives or others possessing only general knowledge of the equipment or the systems will not be acceptable.

B. The General Contractor shall submit a separate Training Form for each training session required by the Contract Documents to the Commissioning Authority. This form shall be submitted a minimum of thirty (30) calendar days in advance of the proposed training session.

C. The General Contractor shall inform all parties of the proposed training session date, name of instructor(s), and proposed length (time) of the session(s). Also, attach an agenda indicating the format of the training session and listing any handouts that will be provided.

D. The Cx Authority will review the proposed training information with the County's Representative. If the submitted information is complete and the proposed dates meet the County's Operations Personnel schedule, the Commissioning Authority will respond to the General Contractor to proceed with scheduling the subject training session.

E. Upon completion of the Training Form, the Cx Authority may have each attendee complete the Evaluation Form to gain feedback on the value of the session.

   1. If negative feedback is received, the Evaluation Forms will be reviewed with the Commissioning Team and if necessary, re-scheduling of the training may be required.

F. Operations & Maintenance Manuals shall be submitted and approved by the Architect/Engineer Design Team and Cx Authority BEFORE any training sessions will be scheduled. Any deficiencies identified in the review by the Cx Authority will be submitted and coordinated with the Architect/Engineer Design Team review. The O&M information will be reviewed and used as reference during training instructions.

   1. Refer to Sections 017823 for O&M Manual requirements.

## 3.13 TEN MONTH WARRANTY REVIEW MEETING

Ten months into the typical twelve-month warranty period, the Cx Authority will reconvene the Project Team to meet with the County's Representative and other designated County's personnel. This meeting is intended to solicit the user comments, suggestions, and areas of concern regarding the systems and their first year of operation. The meeting will include review of any outstanding warranty or punchlist issues for resolution by Construction Team and assignment of responsibility for resolution.

ΣΣΣΣΣ

Exhibit A

# Workplace Design Guidelines

County of Orange - Facilities Master Plan
June 2006
**Gensler** *Team*

# Table of Contents

| | |
|---|---|
| I. Introduction | p. 3 |
| II. Workspaces | p.12 |
| III. Collaborative Spaces | p.27 |
| IV. Support Spaces | p.33 |
| V. Planning Considerations | p.41 |
| VI. Project Process | p.51 |
| VII. Toolkit | p.56 |

# I. Introduction

Overview p. 04
Guiding Principles p. 05
Planning Concepts p. 08

# Introduction Overview

**The County of Orange is focused on improving the quality, functionality, and cost effectiveness of its work and public spaces.** In support of this objective, the County has developed this set of Workplace Design Guidelines, which are intended to provide direction on how to plan space.

Design Guidelines differ from standards in that they enable groups to tailor the design of their spaces, when necessary, to meet their unique requirements. **These guidelines are based on research into the work practices of the County of Orange as well as best practices from other counties, public entities, and the private sector.**

This document provides detailed information on project process, specific space planning recommendations, and tools to support the planning process. Each of the sections is organized to educate both seasoned project team members and newcomers, and to provide comprehensive resources to assist each project team from pre-design through occupancy.

Please note that for any space being planned, all involved parties must carefully take into consideration all applicable codes be they building, exiting, fire, ADA or HIPAA. This will ensure the most successful project outcome.

**Why should guidelines be used?**

The ultimate goal of the guidelines is to provide a comprehensive tool that takes into consideration all aspects of the project process and aids in expediting pre-construction decision making. These guidelines are designed to accomplish this by:

- Providing a **consistent approach to workplace design** across locations
- Communicating **functional and aesthetic considerations** that should be integrated into our spaces
- Reinforcing our belief that **space is a tool that can support the organization and work process**
- Enabling early, **well-informed decision making** to limit errors and reduce the cost of change
- Providing a guide against which to **evaluate current sites and determine necessary upgrades**

# Introduction Guiding Principles

Throughout the course of every design project there are countless decisions to make – from what size offices to plan to how many conference rooms are needed. The Guiding Principles for the County of Orange provide a set of principles that can help the project team evaluate options throughout the project.

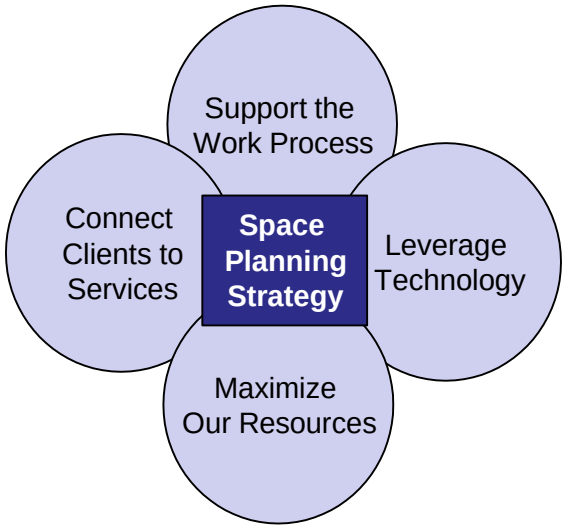
**Guiding Principles**

- **Each of our facilities should reflect the County's values.** The attributes of our mission statement should be communicated to employees and visitors alike when they enter our offices.

- Our spaces should **demonstrate respect for the individual and the work they seek to accomplish.** We believe every member of our organization contributes to our overall performance.

- **Our workplaces should be safe, healthy and secure for everyone who works in them and visits them.** All employees should have a clean and well maintained environment. A healthful environment also means ensuring that our employees are kept from harm's way through appropriate security measures and strict adherence to safety precautions.

- Each of our facilities should **support our service delivery** by making it easy to access services and creating a supportive relationship between the County and its customers.



# Introduction Guiding Principles

## Guiding Principles *continued*

- **Our workplaces need to be flexible enough to support the evolution of how we will work over time.** It should be easy for us to move individuals, teams, and support functions, re-purpose spaces, and expand and contract our headcount. Moveable walls and partitions, flexible technology infrastructure, and universal workstation sizes are some of the ways in which this can be accomplished.

- Finally, our spaces should enable us to maximize our resources by being **cost effective, efficiently planned and, whenever possible, environmentally conscious.**

# Introduction Planning Concepts

**Planning concepts are used to support the attributes and values we seek to enhance in our work environment** and the ultimate goal of improving the quality of life in Orange County. These concepts describe attributes of the space, how it should function and how it should be incorporated into the workplace. Although there are many types of planning concepts, the following are those that we believe are key components within County environments.

**Planning Concepts:**

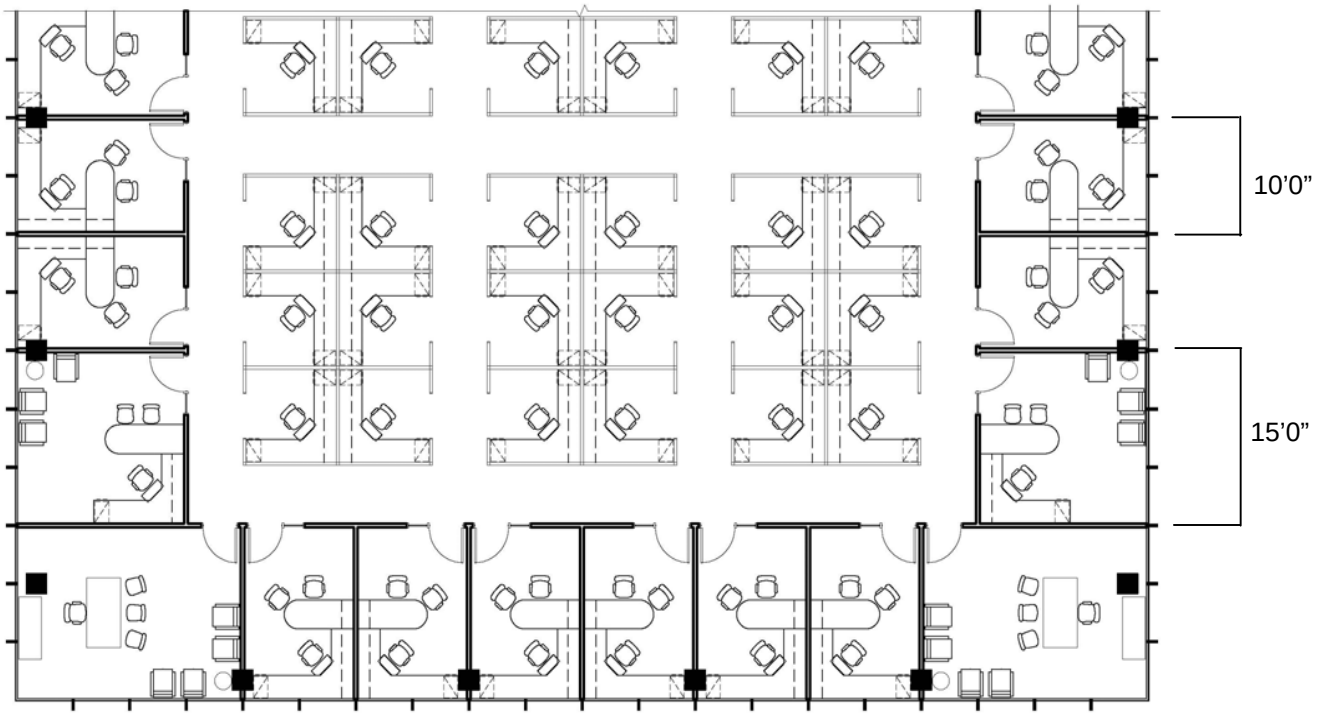
- Universal Plan
- Work Groups
- Kit of Parts Approach
- Healthy Work Environment

# Introduction Guiding Principles

## Universal Plan

The term “Universal Plan” refers to the concept of **utilizing consistent ”modules” in the planning of space**. Using consistently sized workstations and offices allows us to most effectively respond to change (otherwise known as churn) in the organization. Moving people (and sometimes entire departments) rather than walls or workstation panels allows change to occur more smoothly and minimizes downtime and cost that can affect productivity. The planning module is typically derived from the module of the building; this maximizes efficient use of space by coordinating building elements and workplace elements.

For purposes of these guidelines, **a building module of five (5) feet has been assumed.** Buildings will typically be based upon a module of 4-5 feet and the **guidelines should be adjusted accordingly to maximize the efficiency of that particular facility.**

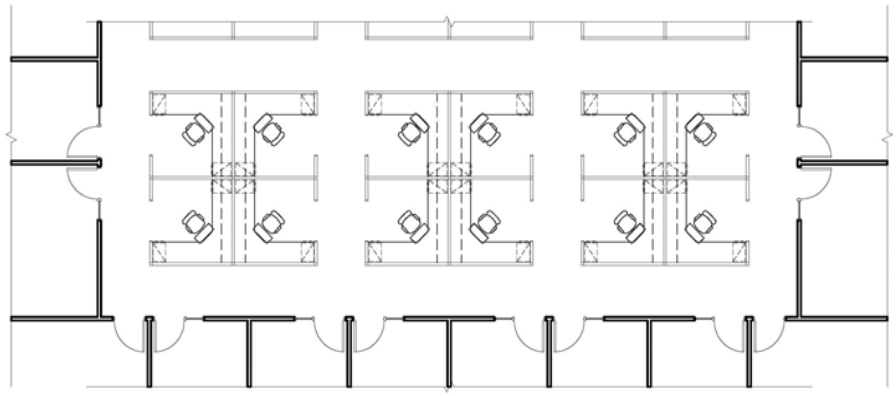


# Introduction Guiding Principles

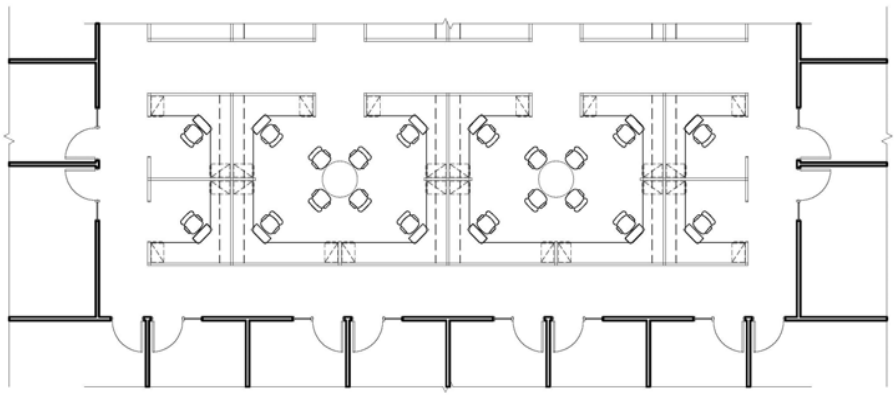
## Work Groups

Work Groups, also known as Neighborhoods are incorporated into the workplace to position team members close to one another, essentially with direct line of sight, and to **promote collaboration and knowledge sharing**. Neighborhoods create centers of activity within the workplace and can help to minimize large expanses of workspaces as well as limit overall noise levels within the office. Neighborhoods are generally arranged as avenues or cul-de-sacs depending on the floorplate size and configuration, efficiency of the building and desired environment.

- Workspaces arranged in a grid-like fashion to allow circulation to flow freely through the neighborhood are **avenues.**
- Workstations arranged so that one end of the configuration is closed to through circulation are **cul-de-sacs.**
- The center circulation area of both avenues and cul-de-sacs are often fitted with **storage islands or informal seating** to enable and encourage impromptu team meetings.



Avenue Configuration



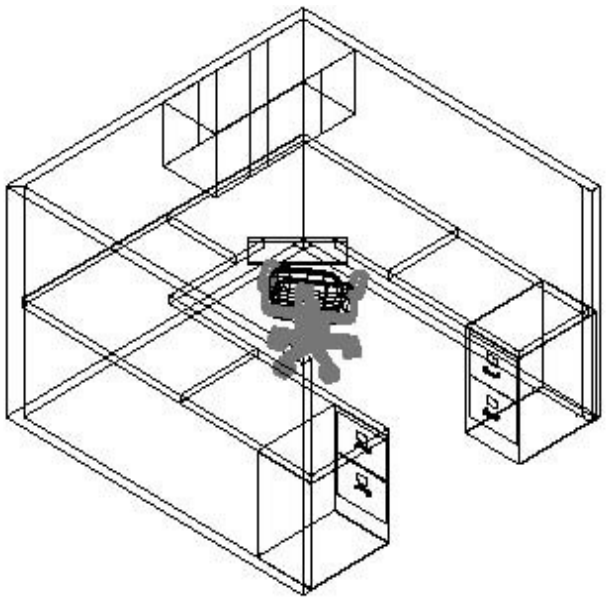
Cul-De-Sac Configuration

# Introduction Planning Concepts

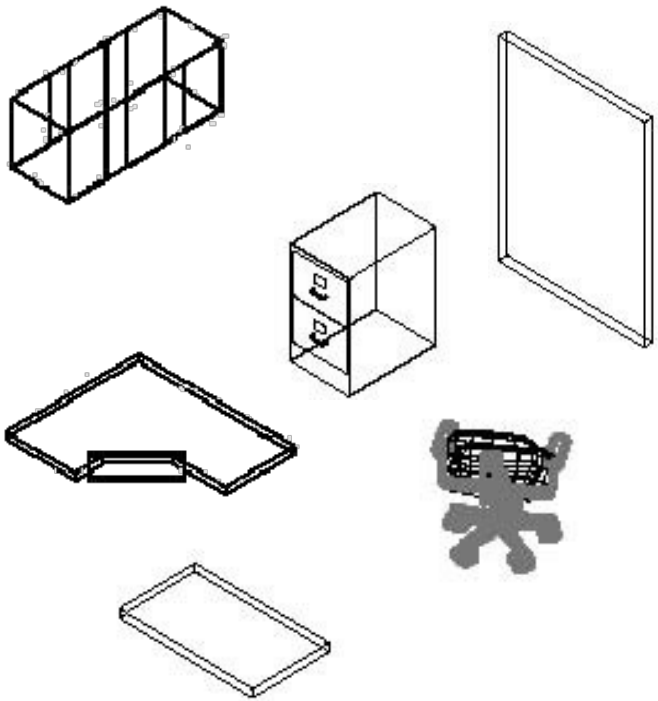
## Kit of Parts

The concept of “Kit of Parts” works in conjunction with the universal planning approach to **maximize flexibility in the workplace environment**. Some of the attributes of the Kit of Parts concept are as follows:

- Use a modular approach to furniture solutions.
- Minimize the number of panel sizes and heights.
- Standardize parts so they are interchangeable across different locations.
- Keep color simple and neutral to extend the life of the product (use paint or artwork to articulate the personality of the space).



Typical Workstation Configuration



Kit of Parts

# Introduction Guiding Principles

## Healthy Work Environment

A healthy work environment is integral to work performance. Below are some planning strategies that will help support the healthfulness of the County's workspaces:

- **Utilize ergonomic furniture** in all new and renovated County facilities.
- **Maximize access to light** by using glass on office fronts or sidelights (if budget allows for it) and/or by placing offices on the interior (see diagram below).
- **Incorporate environmentally friendly materials**, such as Low VOC paints, that contribute to employee well-being.

Alternate planning practice of internalizing enclosed office space to maximize light into the space

Traditional planning practice of locating offices along the building perimeter with internal open office and core support functions

# II. Guidelines: Workspaces

Overview p. 13
Private Offices p. 14
Workstations p. 21

# Workspaces Overview

**This section provides guidelines for the design and integration of private offices and workstations.** One key planning decision is the type and ratio of work spaces (i.e.open-to-closed) that is selected, which must be carefully aligned with the functions of the department or group in question. To help guide this decision-making process, this section includes guidelines for the type and size of workspace recommended for each job function.

# Workspaces Private Offices

Given that the work process of some individuals requires an enclosed work space to support private and confidential job functions, a variety of private office types are identified here.

While private offices can support specific functional needs, high concentrations of offices can also be detrimental to collaboration and mentoring. Often, a small conference room can alleviate the need for individual offices while maintaining an open, collaborative environment within the workplace. It can be beneficial to to look closely at the specific job functions within your department during the pre-planning phase in order to determine the appropriate allocation of offices within the workplace.

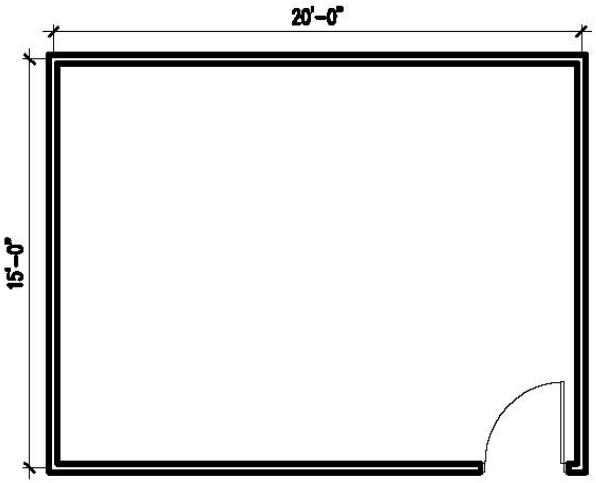
**Guidelines for Office Planning:**

- Office sizes range from 100 to 300 square feet.
- Offices are provided to individuals with a demonstrated need for daily privacy and confidentiality.
- Locate offices supporting highly confidential activities away from public spaces within the workplace.
- Locate offices in departmental clusters when possible.
- Arrange furniture to most appropriately serve the functional needs of individual occupants.
- Provide adequate clearance within the office for accessibility of the occupant and guests.

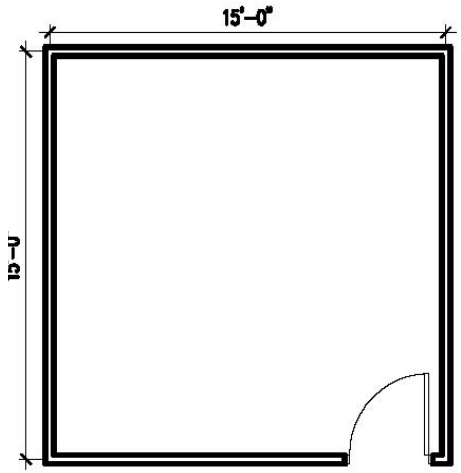
# Workspaces Private Offices

**It is recommended that County departments use four office sizes**, each of which can be configured with specific furniture and equipment to meet specific user needs. The four office sizes are depicted below and are shown with a variety of arrangements, to support the varied work patterns of County employees, on the following pages.

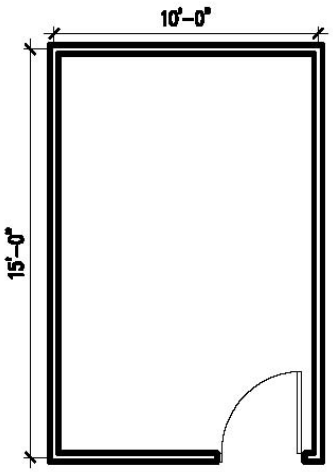
**Office A**
300 Square Feet (15’ x 20’)



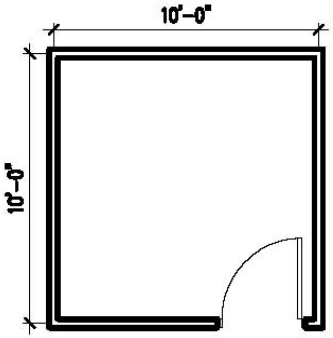

**Office B**
225 Square Feet (15’ x 15’)




**Office C**
150 Square Feet (10’ x 15’’)




**Office D**
100 Square Feet (10’ x 10’)



# Workspaces Private Offices

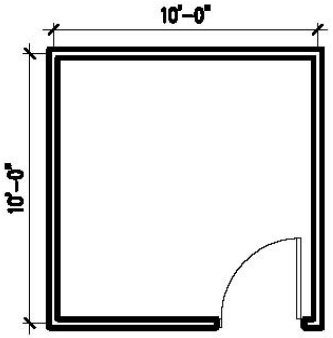
Assigning individual workspace is an important part of the planning of any work environment. **Smaller offices** (C & D categories) **will be used more frequently as they adequately support a broader range of job functions.** In contrast, larger offices (A & B categories), particularly, the 300 SF will be used in small numbers and only for Department or County Leadership.

**Private Offices**

- **Office A: 300 SF**
  - Division and Department Heads
- **Office B: 225 SF**
  - Division and Department Senior Leadership
  - Leadership job functions that require frequent in-office meetings with internal teams and/or outside consultants, vendors, and officials
- **Office C: 150 SF**
  - Department Managers
  - Managerial job functions that require frequent in-office supervisory meetings, often with two or more employees at a time
- **Office D: 100 SF**
  - Analytical and Confidential Professional Staff
  - Job functions that require frequent individual analytical work that necessitates privacy and auditory confidentiality. Enclosed, secure offices also allow for additional security for files and information

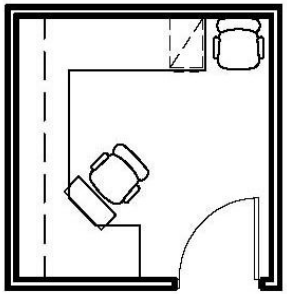
# Workspaces Private Offices

### 100 Square Feet Footprint (10’ x 10’)



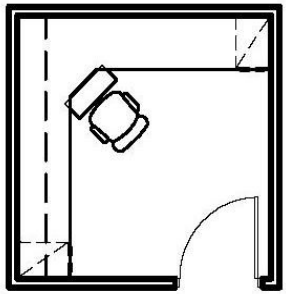

### Space Layout Options

**1. Traditional Layout**



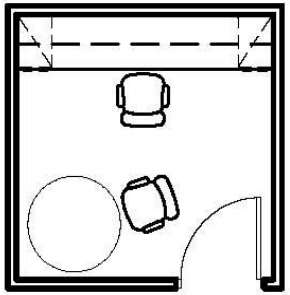
- Space for 1 on 1 interviews
- Enclosed for confidentiality

**2. Concentrated Work Layout**



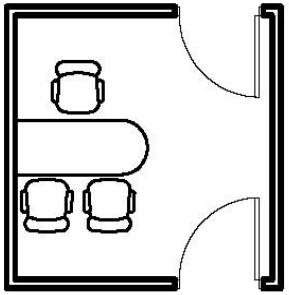
- Maximum desk area
- Enclosed for confidentiality

**3. Collaboration Layout**



- Small meeting area
- Enclosed for confidentiality

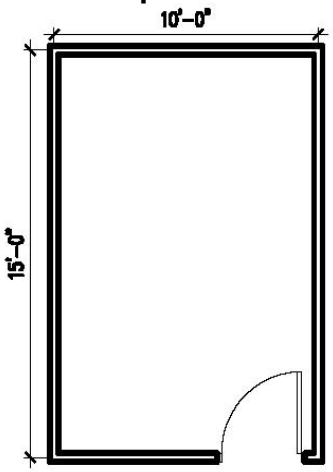
**4. Interview Layout**



- Small meeting area
- Enclosed for confidentiality

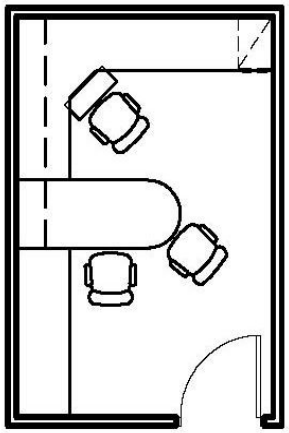
# Workspaces Private Offices

## 150 Square Feet Footprint (10’ x 15’)



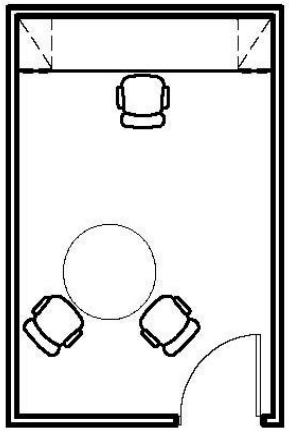

## Space Layout Options

### 1. Collaborative Layout



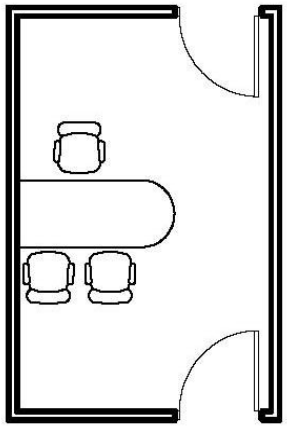
- Meetings of 2-3
- Enclosed for confidentiality

### 2. Meeting Layout



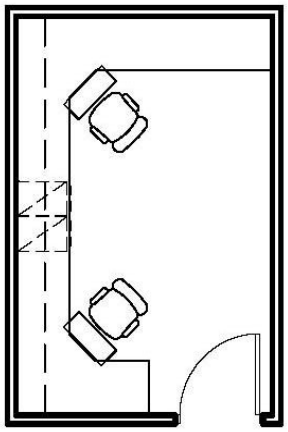
- Separated work area
- Meetings of 2-4
- Enclosed for confidentiality

### 3. Interview Layout



- Additional entry for security
- Interviews of 2-3
- Enclosed for confidentiality

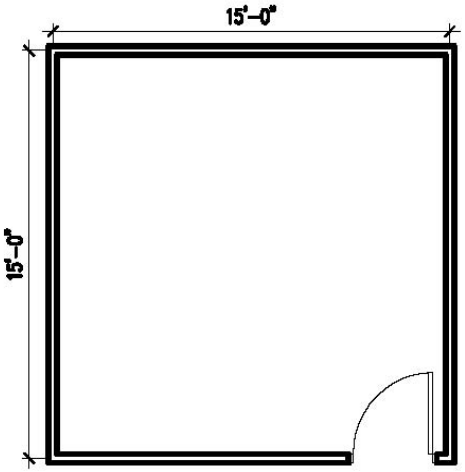
### 4. Shared Layout



- Flexibility to accommodate 2+ staff
- Enclosed for confidentiality

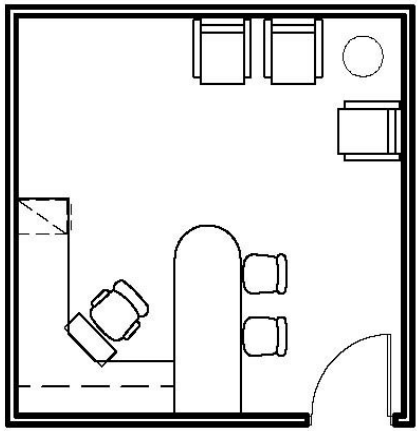
# Workspaces Private Offices

### 225 Square Feet Footprint (15’ x 15’)



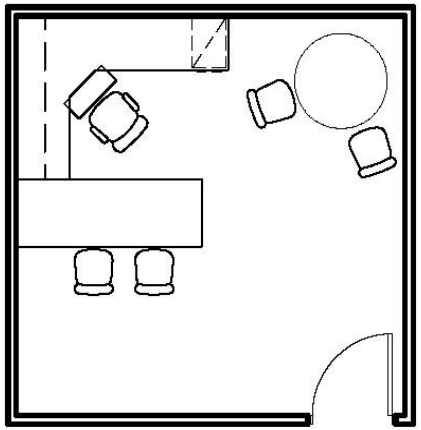

### Space Layout Options

**1. Collaborative Layout**



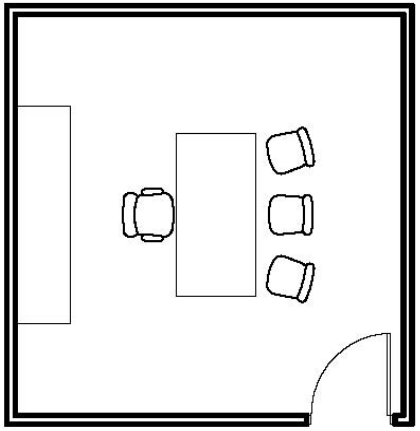
- Meetings of 2-3
- Casual and formal meeting area
- Enclosed for confidentiality

**2. Traditional Layout**



- Meetings of 2-4
- Formal meeting area
- Enclosed for confidentiality

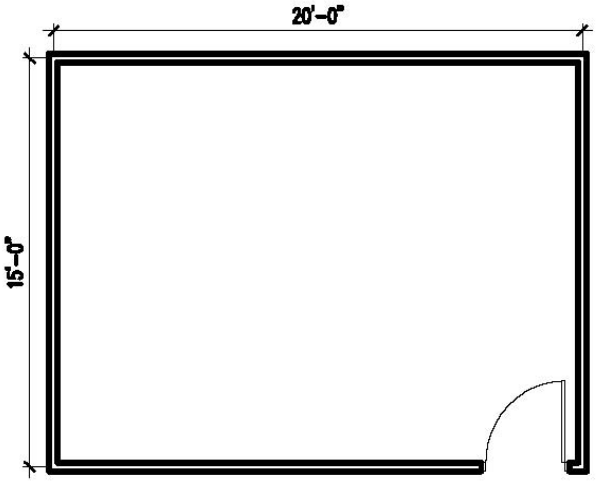
**3. Traditional/Formal Layout**



- Meetings of 2-4
- Enclosed for confidentiality

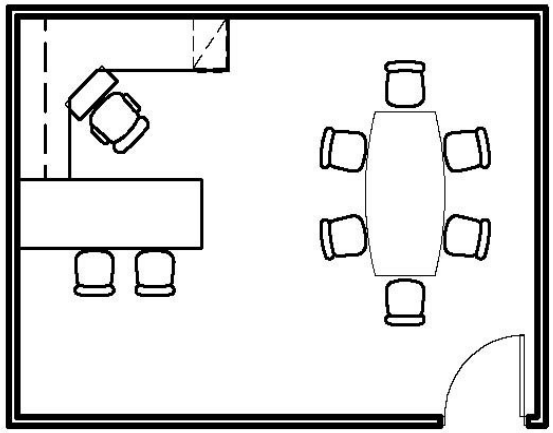
# Workspaces Private Offices

### 300 Square Feet Footprint (15’ x 20’)



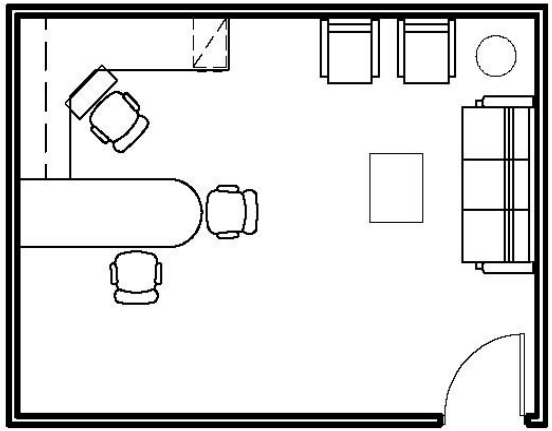

### Space Layout Options

**1. Traditional Layout**



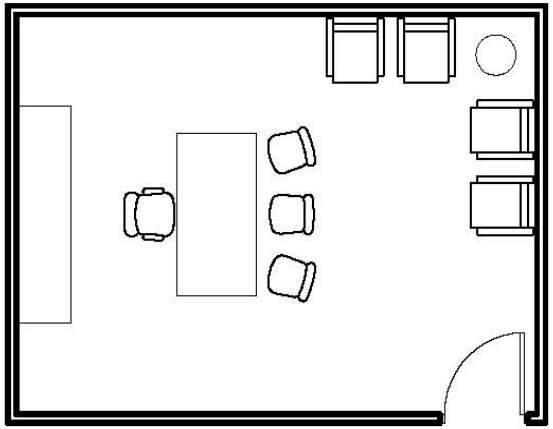
- Meetings of 4-6
- Formal meeting area
- Enclosed for confidentiality

**2. Collaborative Layout**



- Meetings of 2-3
- Casual and formal meeting area
- Enclosed for confidentiality

**3. Traditional/Formal Layout**



- Meetings of 2-4
- Casual meeting area
- Enclosed for confidentiality

# Workspaces Workstation

In most County departments between 50% and 80% of staff will be in workstations. These open environments, if well planned, can provide for both teaming and collaboration as well as focused “heads down” work. It is important to plan for areas, such as small conference rooms, that staff in workstations can use for confidential or potentially disruptive conversations. While it is generally recommended that lower panel heights (i.e. 48” high) be used to increase access to light and teaming, groups that interview or meet with clients in their workstations should have higher panel heights (i.e. 66” high) for added visual privacy.

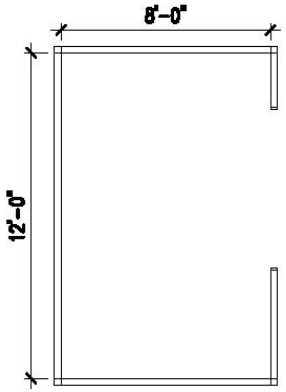
**Guidelines for Workstation Planning:**

- Workstation sizes range from 48 to 96 square feet.
- Most work processes can be accommodated in 64 SF workstations.
- Determine workstation panel heights based on functional needs (*see Toolkit section*).
- Provide sufficient clearance for ingress and egress. This is particularly critical for groups that conduct client meetings within their workspaces.
- Use interview rooms and conference rooms on an as-needed basis for concentrated work and personal privacy when required
- Arrange workspace so that adjacent occupants are not all facing each other, this will allow occupants to concentrate more easily.

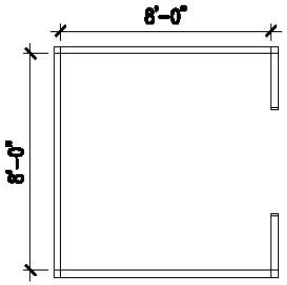
# Workspaces Workstation

**It is recommended that County departments use three workstation types**, each of which can be configured with furniture and equipment to meet specific user needs. The three workstation sizes are depicted below and are shown with a variety of arrangements, to support the varied work patterns of County employees, on the following pages.

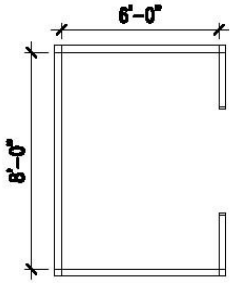
**WS A: 96 Square Feet**




**WS B: 64 Square Feet**




**WS C: 48 Square Feet**



# Workspaces Workstation

**Workstations**

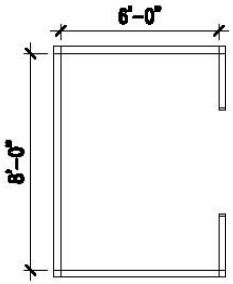
- **Workstation A: 96 SF**
  - Caseworkers and professional staff that frequently meet with clients in their individual work area, but do not need significant auditory privacy for the daily function of their job.
  - Job functions that require frequent interaction and collaboration with colleagues.

- **Workstation B: 64 SF**
  - Administrative and professional staff
  - Job functions that require frequent interaction and collaboration with colleagues, and do not have frequent meetings with clients within their workspace.

- **Workstation C: 48 SF**
  - Clerical, support and field work staff
  - Job functions that spend much of their workday outside of the office, or within the office, but away from their individual workstation.

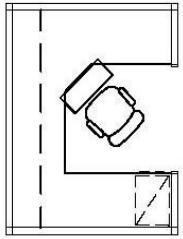
# Workspaces Workstation

## 48 (6’ x 8’) Square Feet Footprint



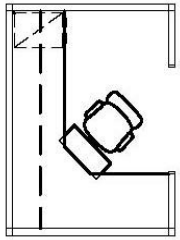

## Space Layout Options

**1. C-shaped configuration**



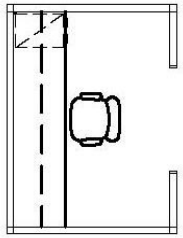
- Maximum worksurface

**2. L-shaped configuration**



- Greater openness and clearance

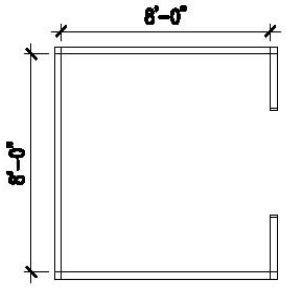
**3. Spline Configuration**



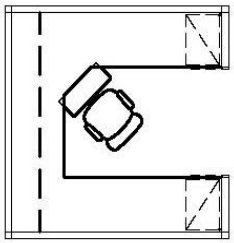
- Can accommodate additional file, tackable wall, or guest chair

# Workspaces Workstation

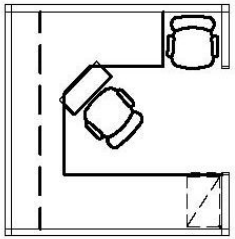
## 64 (8’ x 8’) Square Feet Footprint



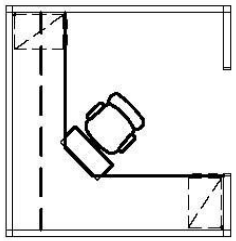

## Space Layout Options



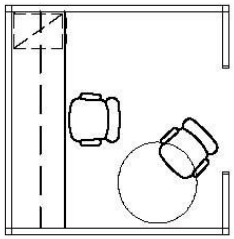
Space Attributes:
• C-shaped configuration



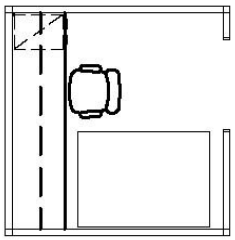
Space Attributes:
• C-shaped configuration
• Guest chair



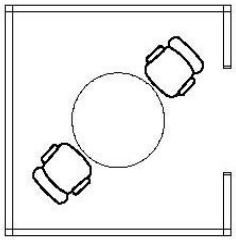
Space Attributes:
• L-shaped configuration



Space Attributes:
• Spline configuration
• Conference area
• Guest chair



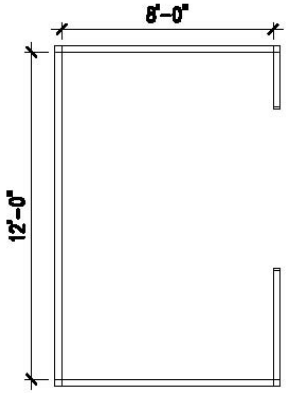
Space Attributes:
• Spline configuration
• Drafting layout



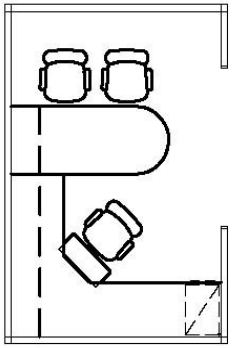
Space Attributes:
• Space for 1 on 1 meetings

# Workspaces Workstation

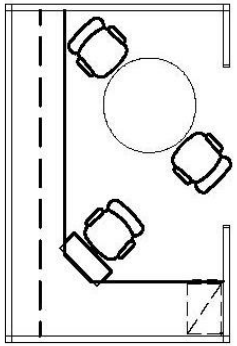
**96 (8’ x 12’) Square Feet Footprint**



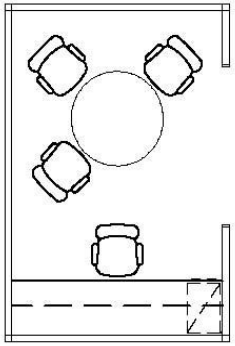

**Space Layout Options**



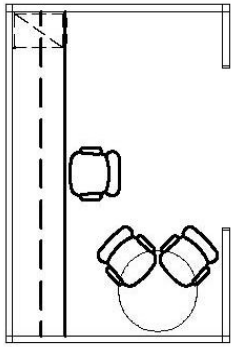
Space Attributes:
- C-shaped configuration
- Collaborative layout
- Guest seating



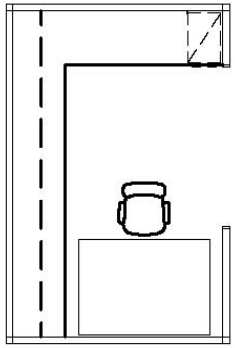
Space Attributes:
- L-shaped configuration
- Conference area
- Guest seating



Space Attributes:
- Wing configuration
- Conference area
- Guest seating



Space Attributes:
- Spline configuration
- Conference area
- Guest seating



Space Attributes:
- L-shaped configuration
- Drafting layout

# III. Guidelines: Collaborative Spaces

Overview p. 28
Conference Rooms p. 29
Interview Rooms p. 31

# Collaborative Spaces Overview

It is recommended that County workplaces be designed to **provide a variety of spaces for formal, scheduled meetings, as well as, impromptu meetings and information exchange** in order to support knowledge sharing and collaboration.

This section provides detailed guidelines for the design of major collaborative spaces, including:

- Conference Rooms
- Interview Rooms

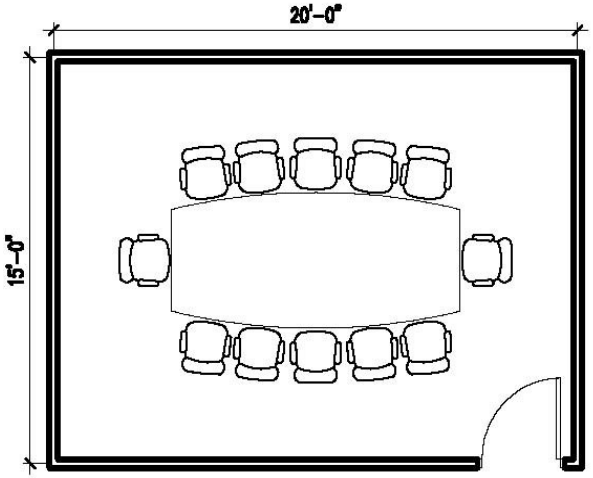
# Collaborative Spaces Conference Rooms

Conference rooms provide a comfortable place to present information and share knowledge with team members, colleagues, clients and visitors. It is increasingly important to acknowledge that information and knowledge is shared in any number of ways: formal or informally, scheduled or unscheduled. Incorporating available technology will allow users to have continuous connectivity to the County of Orange network and Internet while working away from individual work spaces. Careful consideration should also be given to the quantity of conference rooms provided, their locations throughout the space and their configurations.

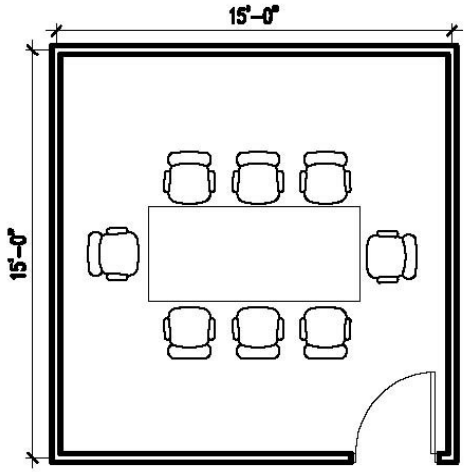
**Guidelines for Conference Room Planning:**

- To ensure convenient access to all, conference rooms should be dispersed throughout the workspace and shared whenever possible.
- Determine quantity and variety of conference spaces based on frequency of departmental meetings and user population.
- Allocate a minimum of 25 square feet / person.
- Typical conference room sizes:
  - 150 - 200 sq. ft. (6 to 8 people)
  - 250 – 300 sq. ft. (10 to 12 people)
  - 450 – 500 sq. ft. (18 to 20+ people)

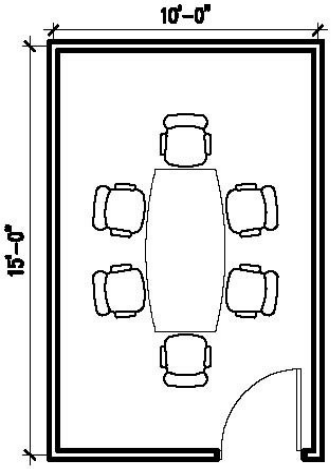
# Collaborative Spaces Conference Rooms



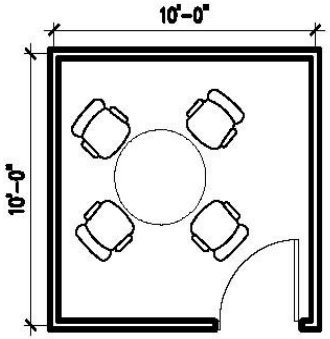

**Conference A: 300SF**
- 10-12 people




**Conference B: 225SF**
- 8-10 people




**Conference C: 150SF**
- 6 people




**Conference D: 100SF**
- 4 people

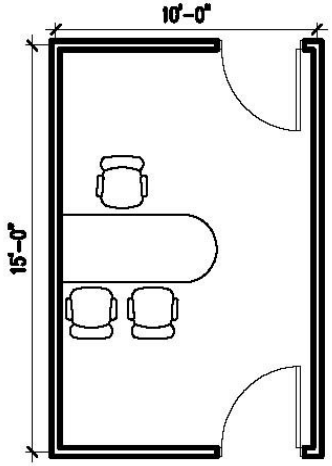
# Collaborative Spaces Interview Rooms

Interview Rooms are areas within the workplace in which small meetings or interviews with the public or other departments may occur. Interview Rooms typically occur in close proximity to the Reception/Waiting Area of the department and may have special security or layout requirements based upon the intended use of the space. **Many departments are choosing to have more interviews and small client meetings in their offices or workstations, which may reduce the number of interview rooms required.**

**Guidelines for Interview Room Planning:**

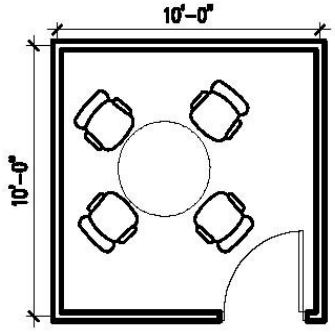
- Allocate 25 SF per person (i.e. 100 SF to accommodate 1 staff member and 2-3 visitors).
- Locate close to Reception/Waiting Area.
- Ensure accessibility and ADA compliance

# Collaborative Spaces Interview Rooms



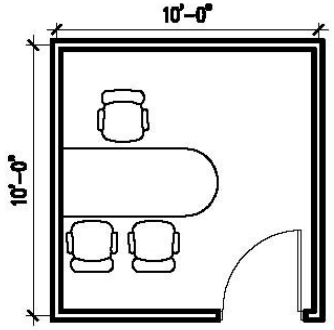

**Interview A: 150SF**

- Formal arrangement




**Interview B: -100SF**

- Collaborative arrangement




**Interview B: (alt. Configuration)**

- Formal arrangement

# IV. Guidelines: Support Spaces

| | |
|---|---|
| Overview | p. 34 |
| Reception Areas | p. 35 |
| Public Counters | p. 37 |
| Copy/Supply & Workrooms | p. 39 |

# Support Spaces Overview

Support Spaces such as a Copy/Supply Rooms or Reception Areas are required elements in almost every work environment and, when carefully designed, they also present substantial opportunities to bring people together and maximize space utilization without limiting functionality.

This section provides detailed guidelines for the design of Support Spaces, including:

- Reception Areas
- Public Counters
- Copy/Supply/Workrooms and other Support Spaces

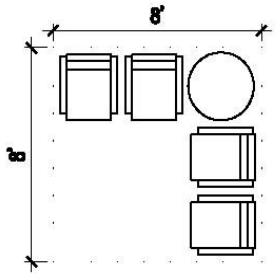
# Support Spaces Reception Areas

The reception areas welcome clients, visitors and employees while also serving as a waiting and gathering areas.

**Guidelines for Reception Areas Planning:**

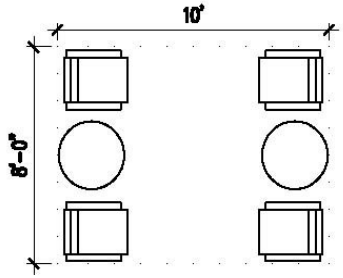
- Reception areas should project the “brand” of the County and department.
- Space should be inviting to clients and visitors.
- Reception areas should provide convenient access to restroom facilities.
- Reception areas should provide sufficient room for the number of visitors anticipated.
- Receptionist is typically required to serve as a monitor for the entry, which requires clear line-of-sight access.

# Support Spaces Reception Areas



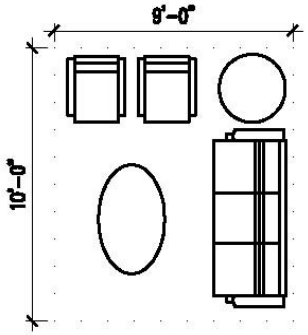

**Small Reception A: 64SF**

- Fits within 8x8 module
- Accommodates up to 4



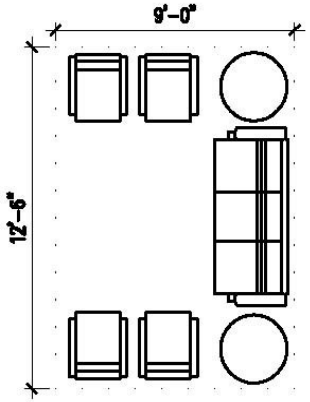

**Small Reception B: 80SF**

- Fits within 8x12 module
- Accommodates up to 4




**Small Reception C: 80SF**

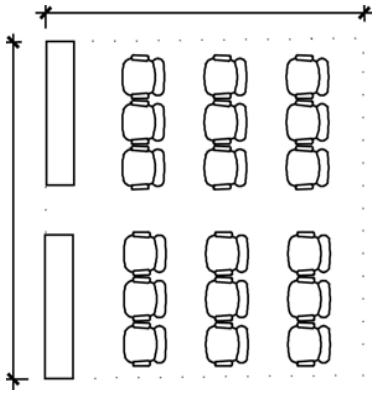
- Fits within 8x12 module
- Accommodates up to 5




**Medium Reception- Approx. 112SF**

- Fits within 15x15 module (incl. circ.)
- Accommodates up to 7

*Note: Additional circulation area is required when these layouts are used within a room or in combination with workstations.*



**Large Reception Areas Approx 160-200 SF**

- Reception areas with a capacity of 10 or more can be planned based on a metric of 20-25 SF per person.
- Departments such as Probation and HSS may prefer smaller, fixed seats to ensure visibility and maximize efficiency.

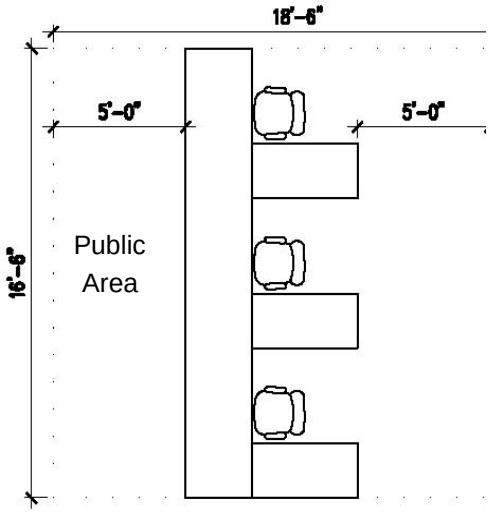
# Support Spaces Public Counters

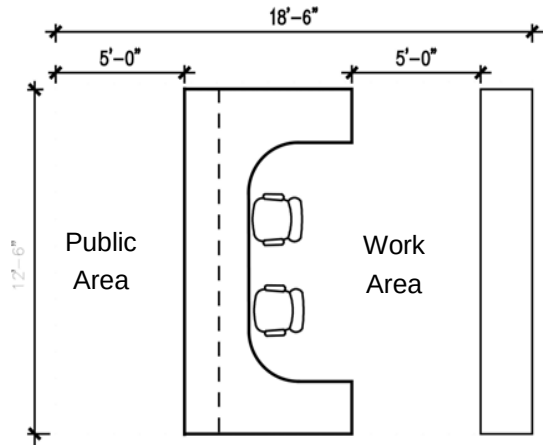
The size and configuration of public counters will depend on the number of daily visitors to the counter, the type of service provided and the desired number of staff to support the counter function. Larger departments with counter functions may necessitate multiple counters to conveniently serve the community while smaller departments may require only a single counter area. As public counters typically serve the public, they should be located conveniently and be easily identified.

**Planning Guidelines for Public Counters:**

- Design public counters to enable staff to serve customers and to perform non-public facing work at slower periods.
- Size public counters to accommodate necessary printed materials and to allow for needed layout or collating space.
- Use glass where needed as a barrier between staff and public lobbies or reception areas.
- Ensure all public counters are ADA compliant.

# Support Spaces Public Counters




- Approximately 300 SF
- Does not include additional queue area
- Accommodates up to 3+ staff

- Approximately 250 SF
- Does not include additional queue area
- Accommodates up to 2+ staff

Notes:
- Diagrams are intended as suggestions for layout.
- Larger capacity spaces should be based upon these modules
- Additional circulation area is required when these layouts are used within a room or in combination with workstations.

# Support Spaces Copy/Equipment and Workrooms

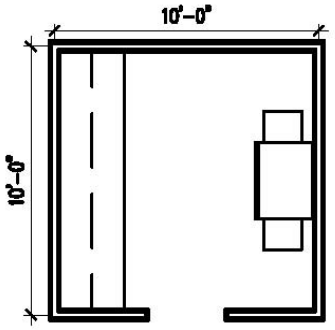
Pantry areas, reprographic rooms, file areas, supply areas, mail distribution areas and equipment areas are typical support spaces that are required to support a productive work environment.

**Guidelines for Reception Areas Planning:**

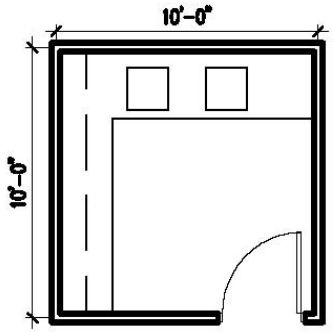
- Co-locate mail boxes, printers, copiers, fax machines and scanners with needed work areas to create centralized support areas
- Consider locating pantries and copy/equipment/work areas near on another in a central area to create a hub that is both easily accessible and encourages interaction between staff

# Support Spaces Copy/Equipment and Workrooms

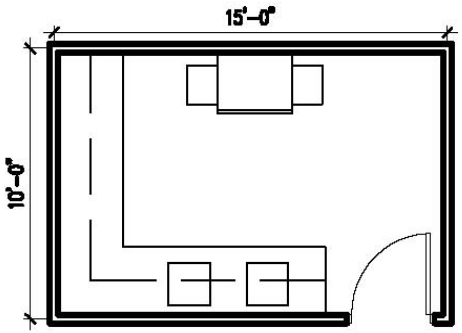
**Work Room Space Layout Options**




**Sml. Equipment/ Workroom A**
- Open work area
- Accommodates copy/print functions




**Sml. Equipment/ Workroom** (alt. layout)
- Enclosed work area
- Accommodates copy/print functions




**Medium Equipment/ Workroom**
Enclosed work area
- Accommodates copy/print functions

# Design & Planning Considerations

Furniture p. 42
Acoustics p. 46
Adjacency p. 47
Power & Communication p. 48

# Planning Considerations Furniture

**Systems Furniture**
Systems furniture is office furniture that has been designed in a **modular, kit of parts approach**. This allows workspaces to be built out as required to suit the needs of each workgroup while maintaining a level of flexibility not available through free standing 'traditional' furniture or hard wall construction.

Using this approach to office furniture selection will allow the County to create cohesion and equity in work environments countywide. In addition this approach will serve to integrate varied work spaces (private offices, workstations, conference rooms, public areas, etc.) and **facilitate flexibility of use and sharing of components within each facility**.

Systems furniture components typically include worksurfaces, seating, storage components, high and low wall panels, tables, credenzas and additional accessories. Coordination of furniture components with work process is essential.

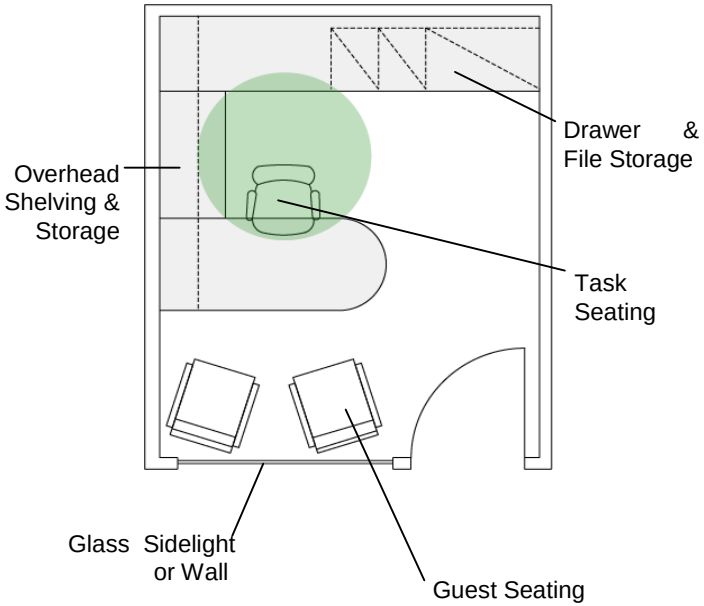
**Furniture Selection Considerations**

- Select a furniture system with a modular approach in which components can be easily reused or reconfigured.
- Select components that are ergonomically designed.
- Select components that use durable materials and are easily maintained.
- Select components that can accommodate long-range technology objectives.
- Consider the appropriateness of furniture components to the scale of the space.
- Consider the desired aesthetic and finishes.
- Consider the environmental and health impacts of selected materials and finishes.

# Planning Considerations Furniture

**Furniture Components**
Furniture will vary based on the specific needs of each job function as well as the space allocated. Private offices will generally include worksurface, task chair, guest chair and storage components. Workstations will generally include the worksurface, task chair, storage components and panels. Conference rooms will generally include tables, seating, credenzas, whiteboards and other equipment.

**Typical office furniture components**




Specific considerations include:

**Worksurfaces**

- Select an ergonomic edge detail
- Create a work area cockpit with a front, side and rear worksurface; provide clearance between the front and rear worksurface of 42-48 inches
- Match the depth of the worksurface to the technology and equipment being utilized
- Provide an adjustable worksurface section when appropriate
- Mobile tables are not recommended as a primary worksurface due to the danger of the table becoming top heavy

**Seating**

- Test multiple chairs for comfort and appropriateness prior to final selection
- Ensure the dimensions and quantity of chairs are appropriate. Confirm chair templates used in architectural plans reflect selected chair specifications
- Select task seating chairs with casters and significant ergonomic design elements, specifically lumbar support, pneumatic height adjustability, adjustable arms and adjustable back.
- Select guest seating chairs with casters and some ergonomic design elements, specifically lumbar support.

# Planning Considerations Furniture

**Storage Components**

- Provide under-worksurface storage/filing as required to support the work process without severely limiting knee space. Storage components can be used to support worksurfaces.
- Use overhead wall and panel-mounted shelving or storage cabinets to provide additional storage as needed.
- Freestanding filing, storage or shelving should be minimized as much as possible.
- Mobile pedestals are not recommended unless there is a need for frequent moving.

**Wall Panels (Workstations)**

- Select a panel height that supports the needs of each workgroup.
- To promote collaboration within a workgroup select a panel height that allows standing visual access, typically 42-54 inches in height.
- Select high performance acoustical panels to assist in the mitigation of sound.

**Tables**

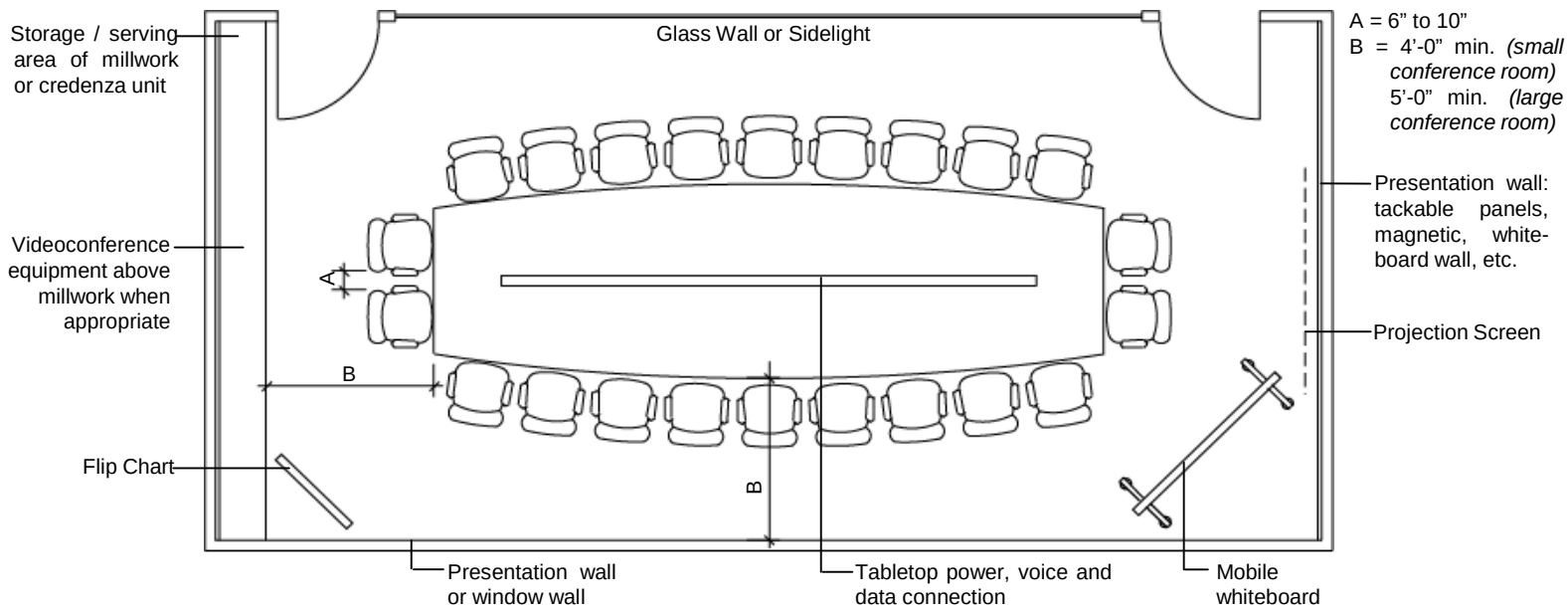
- Select conference room tables that will support the type and size of meetings anticipated.
- Fixed tables are recommended for:
  - rooms requiring tabletop power, voice and data connectivity
  - rooms in which the meeting type and usage will not vary
  - small conference rooms where the room size is prohibitive to furniture reconfiguration
- Mobile tables are recommended for:
  - rooms designated for multiple uses, such as meetings, training, staging, etc.
  - rooms with adequate space and clearance for the reconfiguration of tables and chairs
- Ensure the table leg size and spacing is compatible with chair size and quantity.
- Select an ergonomic edge detail.

# Planning Considerations Furniture

**Credenzas**

- Credenzas are typically located at one or both ends of the conference room to provide storage space and work surfaces for the distribution of materials, and service of food and beverages.
- Ensure the depth of the credenza surface is suitable for intended uses.
- Carefully consider the amount of storage space required.
- Allow sufficient clearance between credenzas and seating to allow passage of people and equipment.

**Typical Conference Room Configuration**



# Planning Considerations Acoustics

Design elements can have a significant impact on sound levels within the office. **A balanced combination of hard, sound-reflective surfaces and soft, absorbing surfaces helps to achieve a comfortable audio level in all work areas**. Special attention should be placed on acoustic considerations in conference rooms, interview rooms and private offices in which auditory confidentiality is important.

**Acoustic Considerations**

- Door and door frame
  - Solid core wood doors provide significant noise mitigation and are appropriate for rooms in which confidential conversations will take place.
  - Glass doors provide limited noise mitigation and should be gasketed whenever possible.

- Wall and panel construction
  - Parallel surfaces reflect sound and should be mitigated by the use of absorptive material on walls and panels.
  - Ceiling height walls provide only limited sound attenuation between adjacent rooms. Consider using sound batts when confidentiality and acoustic privacy are important.
  - Consider using sound buffering elements (ie. fabric covered walls or tackable wall panels) between large groups of workstations

- Ceiling materials
  - Fiberglass or mineral fiber acoustical tiles provide greater sound absorption than standard sheetrock ceiling. However, because of additional cost, these materials should only be considered for areas in which acoustics are crucial to the work process.

- Glass walls
  - Large expanses of glass magnify sound reflection. Therefore, when glass walls are used, caulking is required between the glass panels.
  - Fabric wall covering or wrapped tackable panels can absorb sound reflection form glass wall surfaces.

# Planning Considerations Adjacency

Work areas (offices, workstations, conference rooms, etc.) should be planned and configured to best serve the specific functional needs of each department. Understanding that each department will have varied adjacency and configuration needs, these general guidelines should be used to assist in development of workplace layouts.

**Adjacency and Configuration Considerations**

- Locate and orient workstations to take advantage of natural daylight.
- Screen workstations from conference and collaborative areas to mitigate distractions.
- Distribute conference rooms throughout the space and, where appropriate, proximate to intended users. Conference rooms that are frequently used to meet with outside visitors should be adjacent to the restrooms, pantry, and the lobby or department reception area.
- Provide easy access for visitors with disabilities and special needs to conference rooms and public areas.

# Planning Considerations Power & Communication

Coordination of space configuration and furniture with technology, equipment and power requirements is important to ensure the functionality, and flexibility of both individual workspaces and collaboration areas.

**Power & Communication Considerations**

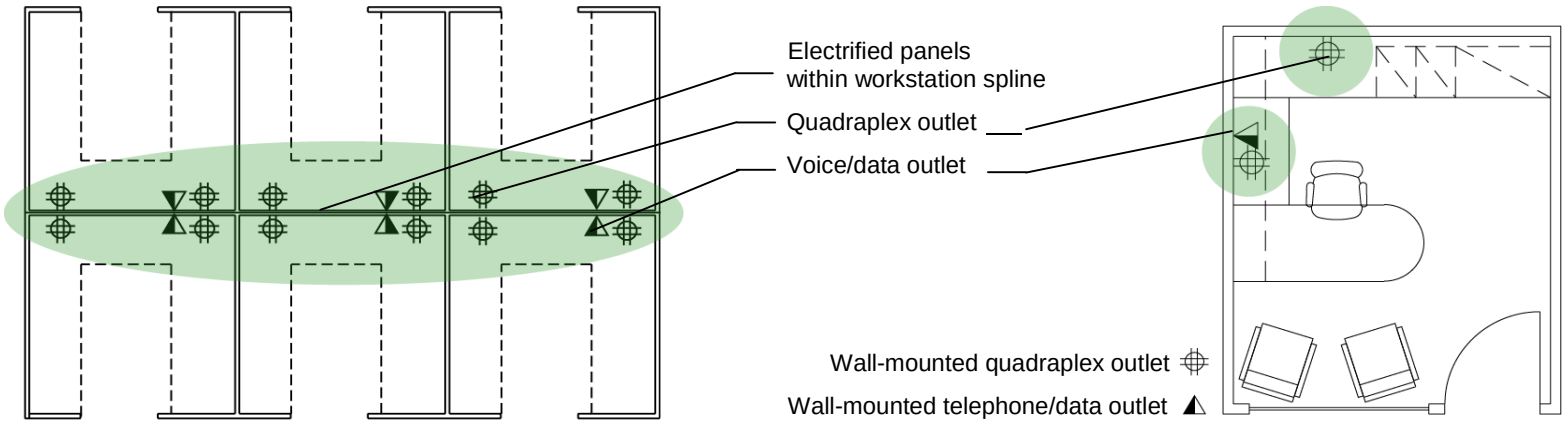
- Technology
  - Provide appropriate data outlets for the intended use of each workspace.
  - Consider incorporating network connectivity throughout the work space in order to increase the functionality and future flexibility of the space.
- Equipment
  - Identify standard equipment for all offices and workstations (ie. desktop phone, computer)
  - Identify non standard equipment that may be used in some offices or collaboration areas (ie. printers, TV, copy/fax, video conferencing, projection, speakerphone, or other specialized equipment)
  - Plan workspaces to allow adequate space, power and access for the standard and special equipment identified.
- Power
  - Provide wall-mounted power and data outlets in offices and workstations.
  - In conference rooms provide power and data outlets that are aligned with furniture and are designed to support meeting and presentation needs.
  - Be considerate of safety/access issues when coordinating outlet locations with furniture placement.

# Planning Considerations Power & Communication

**Office & Workstations**

In individual work spaces close coordination between the furniture, equipment, power, voice and data outlets is essential.

- Outlet mounting height and location considerations
  - Locate outlets above the worksurface if equipment will be connected and disconnected daily
  - Coordinate location of equipment and outlets to minimize cords along the worksurface
  - If outlets are provided below the worksurface, provide grommets at appropriate locations in the worksurface to support desktop equipment.
  - Take into consideration the wire management setup within the furniture system when locating outlets.
- Power minimums
  - Locate two duplex outlets at desk area.
  - Locate one duplex outlet accessible for convenience purposes.
- Data minimums
  - Locate standard voice/data configuration at desk.
  - Locate additional voice/data outlet for convenience purposes where appropriate.



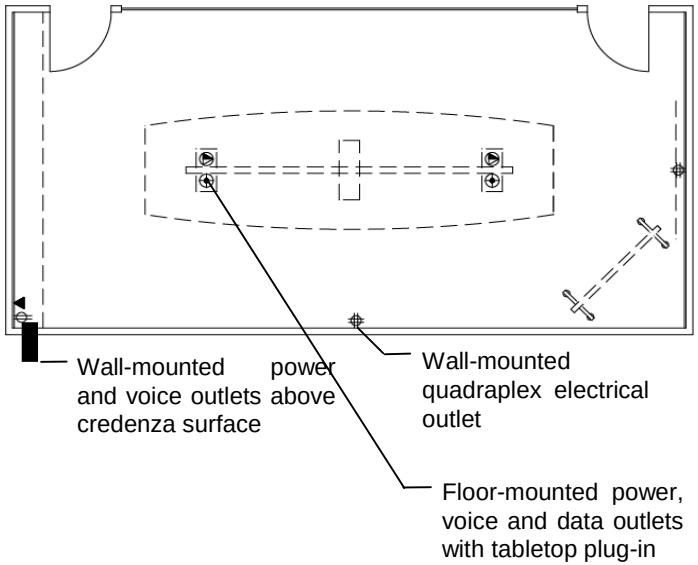
# Planning Considerations Power & Communication

**Conference & Meeting Rooms**

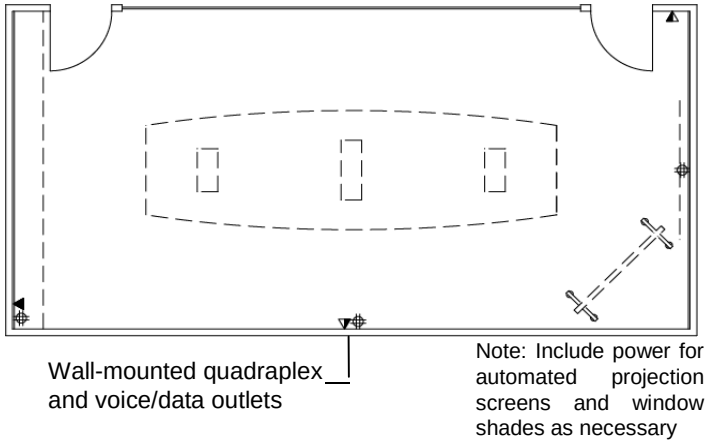
Close coordination between the furniture, equipment, power, and data outlets/ports is essential for providing a fully functional meeting space. Employees and visitors should be able to connect to power, voice and data with ease and minimal exertion. Careful consideration must be given to the standard equipment in a conference room as well as equipment regularly brought in by individuals to determine the correct placement and quantity of outlets.

- Floor-mounted outlets are required for tables with integrated power, voice and data ports at tabletop height.
- Wall mounted outlets should be used in rooms with fixed tables. Wall mounted outlets should be located above credenza surface where appropriate.
- Both wall and floor mounted outlets should be used in rooms with mobile tables in order to maximize flexibility.

**Power/data integrated into the table**




**Power/data available only at wall locations**



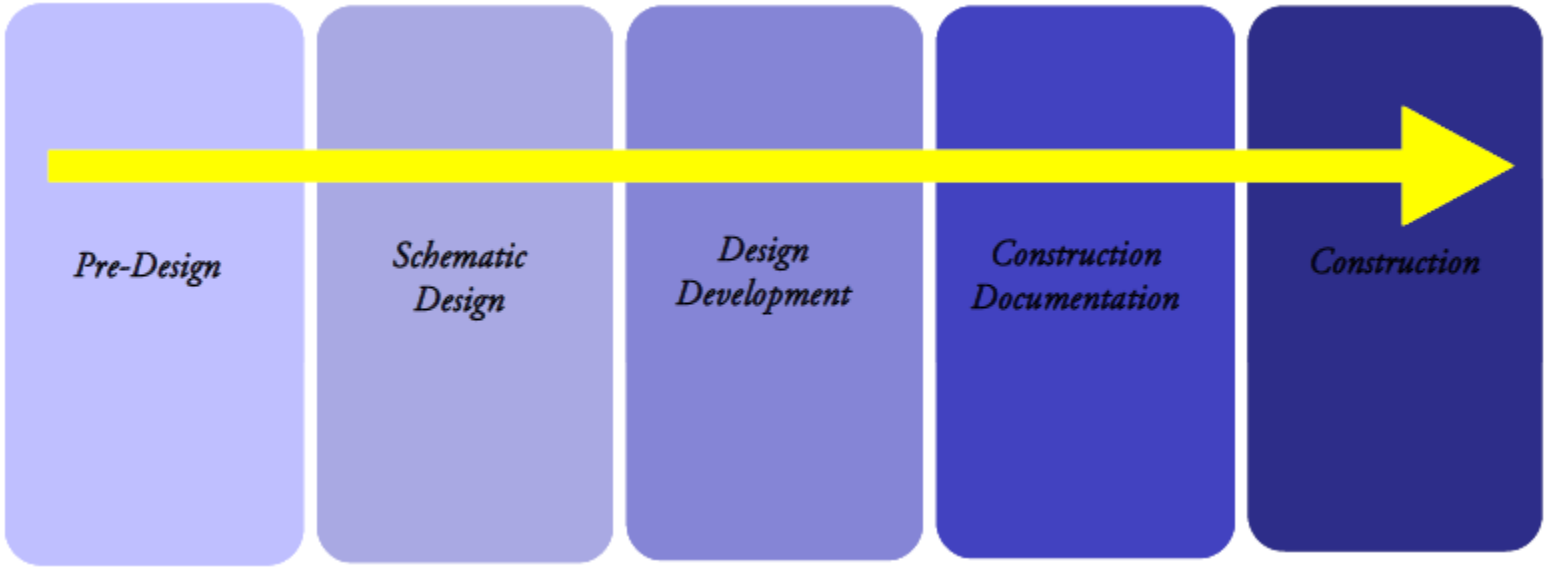
# VI. Project Process

Process Overview p. 52
Considerations p. 53
Pre-Design Activities p. 54

# Project Process Overview

## How do I get started?

A typical planning and design process for the County involves five primary stages, outlined below. This Workplace Design Guidelines document is primarily used in the Pre-Design and Schematic Design phases as the space program is developed. The timeframe of each project will differ significantly based on the scope of work, whether it is new construction or renovation, and if the facility in question needs to be occupied during construction.




**Design Phases**

**Activities**

- Space Programming
- Alternatives Analysis
- Test Fits
- Interviews

- Space Planning
- Preliminary Pricing
- Furniture Planning

- Pricing
- Value Engineering
- Materials Selection
- Furniture Selection

- Const Documents
- Engineer Documents
- Final Bidding
- Materials Order
- Furniture Order

# Project Process Considerations

**Project Launch**

Set clear vision, goals and objectives for the beginning. Bring together all team members for an official project launch during which the project vision, goals, milestones and desired outcomes can be presented to the core project team and then communicated to the employee population at large.

**Project Team**

A successful project team includes an identified project manager, representatives of primary groups impacted, and, when possible, of key support departments such as IT and HR. The size and complexity of the project will impact the team makeup but, in general, a more inclusive team is recommended.

**Project Planning**

Always take the time to develop and communicate a realistic schedule. It is critical that well informed decisions are made early on to eliminate the need for costly and time-consuming corrections late in the process. Although it may be perceived as an “expendable” step, the planning process is invaluable. Spending the time to plan upfront alleviates costly and time-consuming changes in the end.

**Performance Metrics**

Establish performance metrics and measurements at the start of the process so they can be documented in their “as-is” condition, as well as evaluated after the completion of the project. By establishing project objectives and measurements early on, you will have key goals and strategies to reference as the project progresses.

Potential Performance Metrics include:

- Budget
- Schedule/Timeframe
- Work Process Improvements

# Project Process Pre-Design Phase

The beginning of most planning projects includes the development of a “space program,” which identifies existing and projected headcount for the planning year(s) in question, support and public space requirements, and key adjacencies within and between departments. Typically this stage includes a individual or group meetings with leaders, managers and possibly a cross-section of staff.

There are a number of additional activities during Pre-Design that can help inform the space requirements.

## Supplemental Pre-Design Activities

### Space Utilization Study

A study of how well utilized existing space types and/or furnishings are in order to assess whether they should be duplicated, replanned or removed in a new or renovated space. A typical utilization study starts by identifying spaces to be studied (e.g. large meeting rooms, customer waiting areas) and identifying various times/days to view and record how many people are using the space. A few hours on a couple of days is often enough time to see if the spaces are used and how they are being used.

Often these studies directly lead to well-informed changes to the space program. For example, a utilization study may indicate that groups of 2-4 are using the large conference rooms 80% of the time. As a result, a reported conference room shortage may be related to the size of the rooms in question as opposed to the square footage allocated to this space type. A shift to a greater variety of conference room sizes may be in order.

# Project Process Pre-Design Phase

## Supplemental Pre-Design Activities *continued*

### Job Function Assessment

We want our workspaces to first and foremost be based on functional work and customer service requirements. As such it is important to assess (and reassess over time) the major activities each County employee (or specific role) engages in on a daily basis in order to determine the most effective office, work station or nearby support space (e.g. storage locker) to support their daily tasks. Activities as straightforward as quick interviews, asking employees to document their major activities over the course of a few days, or surveys can help a space planning team uncover important requirements that may otherwise be overlooked.

### Storage/Filing Needs Assessment

As a County we are actively trying to reduce our paper and other files and stored materials. A move or renovation is the best opportunity to assess the files that need to be retained in specific offices or workstations, onsite, offsite or can be scanned or discarded. The fewer files we have the more efficiently we can plan our space and the less congested our workplaces will be over time. The County and many departments have file retention schedules that can help guide this process. Given legal requirements, when in doubt always check these retentions schedules before discarding original copies of documents.

A thoughtful purge process is critical before a renovation or planning project and at regular intervals thereafter. Identify specific days for staff to go through files, discard what isn’t need on site and send other files to long term storage.

# VII. Toolkit

Workspace Assignment Matrix p. 57
Space Calculation Guide p. 58
Workstation Panel Heights p. 59
Storage Components p. 60

Toolkit

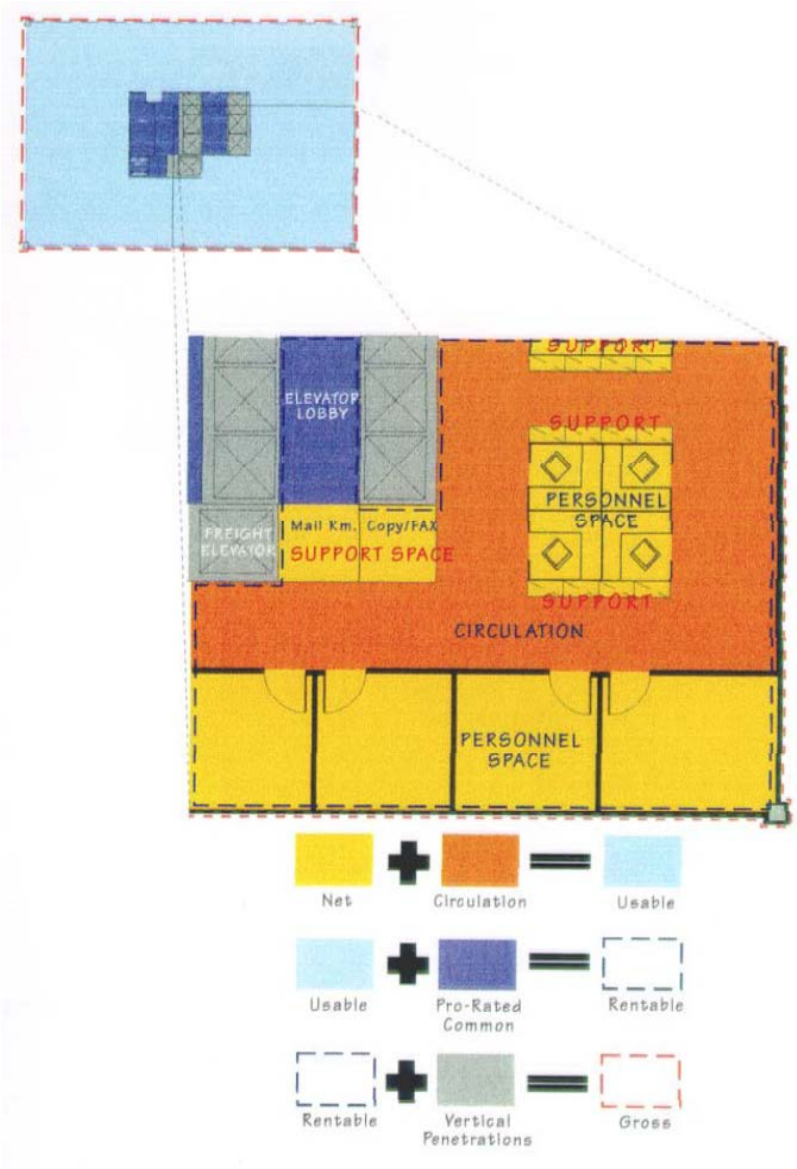
# Space Assignment Matrix

The chart below is a sample of the Space Assignment matrix that can be created based on the new workspace guidelines. Based on the each agency and department's reported workstyles, the chart suggests work spaces that may be the most appropriate for each job function. This chart is intended to be a useful tool to assist in planning space, and final space assignments should be determined by each department based on specific functional needs.

| | | Leadership | | Manager | Analytical | Caseworker | Admin. | Facilities Support | |
|---|---|---|---|---|---|---|---|---|---|
| | | Private Office | | | | Workstation | | | |
| Department | | 300 SF | 225 SF | 150 SF | 100 SF | 96 SF | 64 SF | 48 SF | other |
| **Assessor** | | | | | | | | | |
| | Administrative Manager I | | | X | | | | | |
| | Administrative Manager III | | X | | | | | | |
| | Appraiser Trainee, I, II, III | | | | X | | | | |
| | Assessment Tech Trainee, II, III | | | | X | | | | |
| | Assessor | | X | | | | | | |
| | Auditor-Appraiser Trainee I, II, III | | | | X | | | | |
| | Buyer I | | | X | | | | | |
| | Cadastral Technician II | | | | X | | | | |
| | Chief Cadastral Technician | | | X | | | | | |
| | Data Base & Security Adminstr | | | X | | | | | |
| | Data Entry Specialist | | | | X | | | | |
| | Data Entry Sup III | | | X | | | | | |
| | Executive Secretary I | | | | | | X | | |
| | Information Systems Supervisor | | | X | | | | | |
| | Information Systems Technician | | | | X | | | | |
| | Information Systems Manager III | | X | | | | | | |
| | Managing Appraiser | | | X | | | | | |
| | Managing Assessment Tech | | | X | | | | | |
| | Managing Auditor-Appraiser | | | X | | | | | |
| | Office Asst, Specialist, Technician | | | | | | X | | |
| | Principal Appraiser | | | | X | | | | |
| | Principal Assessment Technicn | | | | X | | | | |
| | Principal Auditor-Appraiser | | | | X | | | | |
| | Secretary II | | | | | | X | | |
| | Senior Appraiser | | | X | | | | | |
| | Senior Assessment Technician | | | X | | | | | |
| | Senior Auditor-Appraiser | | | X | | | | | |
| | Senior Cadastral Technician | | | X | | | | | |
| | Senior Sys/Programmer Analyst | | | X | | | | | |
| | Staff Assistant | | | | | | X | | |
| | Clerk | | | | | | X | | |
| | Supvg Cadastral Technician | | | | X | | | | |
| | Systems/Programmer Analyst I, II | | | | X | | | | |
| | Technical Systems Specialist | | | | X | | | | |

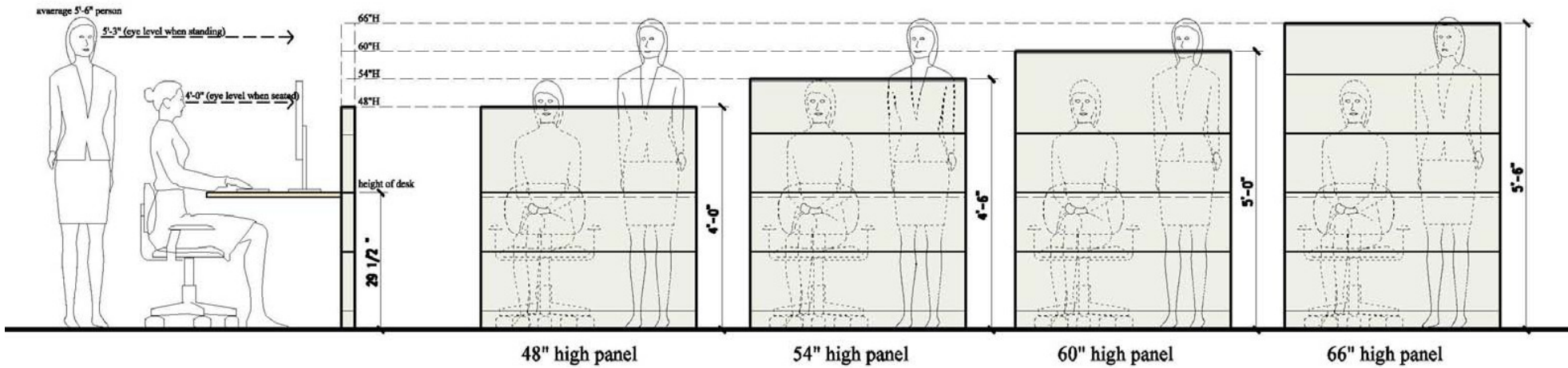
# Toolkit Space Calculation Guide

The diagram below illustrates the different space and square footage measurements that are likely to be involved in any design project. The diagram shows how Net SF is added to circulation space to get Usable SF, and how Usable SF is added to shared space and gross building space (ie vertical penetrations) in order to get Gross SF. This can be useful in developing a space program and determining if specific owned or leased facilities are the appropriate size.



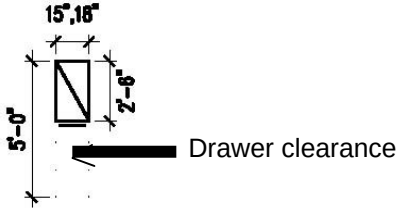
# Toolkit Workstation Panel Heights

The chart below illustrates visibility into and from workstations with various panel heights. A 48” panel provides adequate visual separation for most users. However, for HSS and other departments where client meetings take place in the workplace, 66”-72” panel heights are recommended.

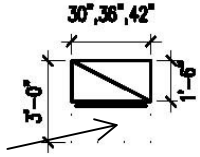


# Toolkit Storage Components

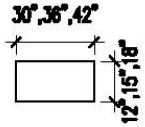
The diagrams below illustrate options for the configuration of filing and storage components. Each department has specific needs regarding files storage and management. Those needs should be carefully considered in the pre-planning phase. Whenever possible files that can be eliminated or placed in off-site storage should be move out of the workspace.



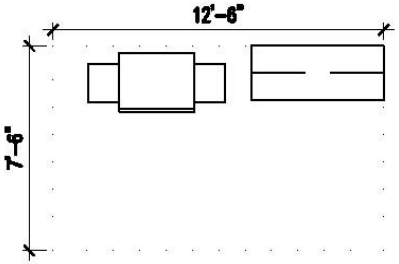

Attributes:
- Vertical File (letter or legal)
- Provide space for circulation



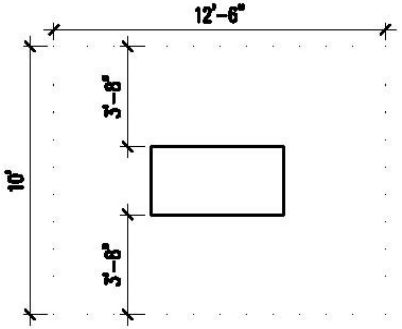

Attributes:
- Lateral File or Storage Cabinet
- Provide space for circulation




Attributes:
- Library or Storage Shelf
- Provide space for circulation




Attributes:
- Space above for copy/print & collating or mail/sorting




Attributes:
- Work table (3' x 6')
- Access around entire table

County of Orange A–E Guide Usage Instructions for Non-Design-Bid-Build projects

## SUPPLEMENTAL

The following is a listing of sections and associated paragraphs in the County of Orange A–E Guide that is applicable, not applicable, or for reference only.

Section 1. GENERAL INFORMATION: Following paragraphs are applicable; 1.0, 1.1, 1.2, 1.3, 1.5, & 1.6.

Section 2. A–E SELECTION: This section not applicable.

Section 3. GENERAL DESIGN INFORMATION: This section for reference only.

Section 4. BASIC SERVICES: This section applicable; except where modified in Project scope of work.

Section 5. CONSTRUCTION DOCUMENT PHASE: This section for reference only and is applicable except where modified in Project Scope of Work.

Section 6. COST ESTIMATES: This section is applicable except where modified in Project Scope of Work, and that Cost Estimates will be provided by CMAR

Section 7. TECHNICAL REQUIREMENTS FOR DRAWINGS AND ELECTRONIC DOCUMENT SUBMISSIONS: This section is applicable as updated on Feb 18, 2016.

Section 8. BID PHASE GUIDELINES: This section not applicable.

Section 9. CONSTRUCTION PHASE GUIDELINES: This section for reference only.

Section 10. CLOSE OUT PHASE GUILDELINES: This section is applicable except as modified in Project scope of work.

Section 11. DESIGN CRITERIA: This section is applicable except as modified in Basis of Design dated Feb 24, 2016 (Attachment G)

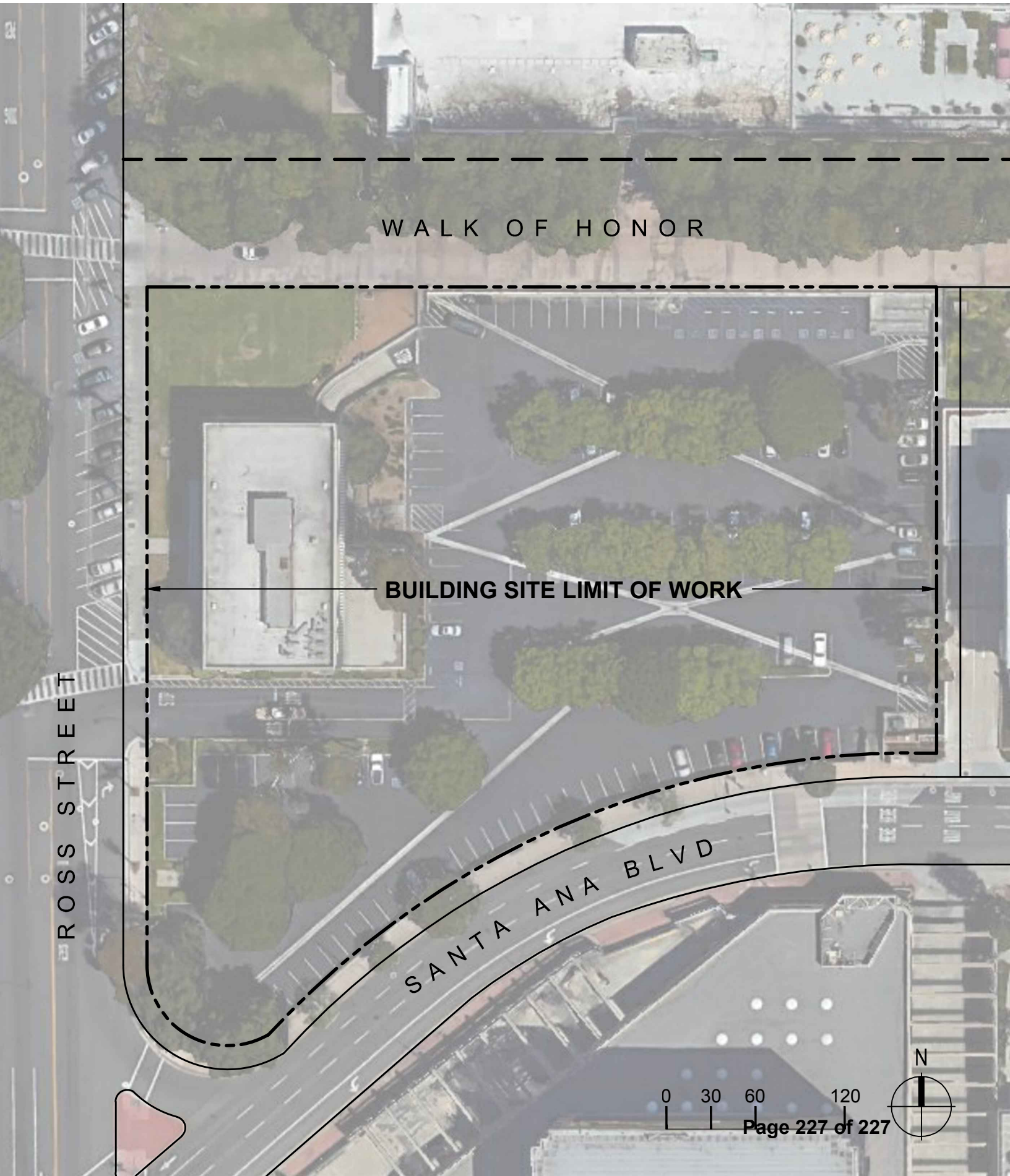
# Attachment F - Part 3

**Project Team Responsibilty Matrix** 2/24/2016

**County of Orange Civic Center - Building 16**

**This document shall modify the Architect Engineer Guide (Attachment F-1) for the purpose of identifying roles and responsibilities of the key members of the project team.**

| | County Project Manager | GSI Program Manager - (PMD) | LPA (AE) | McCarthy (CMAR) |
|---|---|---|---|---|
| Interface with various departments to expedite approvals needed to complete the design | x | | | |
| Lead and manage the AE team | | x | | |
| Plan and monitor all project requirements | | x | | |
| Primary point of contact for AE and CMAR | | x | | |
| Prepare construction estimates | | | | x |
| Prepare and issue design meeting minutes | | | x | |
| Prepare and issue construction meeting minutes | | | | x |
| Prepare and issue regular progress reports | | x | | |
| Liaison with building Department as needed for approvals | x | x | x | |
| Value analysis and value engineering | | x | x | x |
| Coordinate site visit arrangements during design | x | x | | |
| Prepare detailed program | | x | x | |
| Preparation of bid instructions and front end package | x | x | x | x |
| Respond to bidder questions | x | x | x | x |
| Conduct pre-bid meetings | | | | x |
| Prepare, coordinated and issue addenda | | x | x | x |
| Detailed review and acceptance of trade contractor bids | | x | | x |
| Prepare cost estimates | | | x | x |
| Coordinate review comments from various agencies and departments | x | x | | |
| Establish bidding items | x | x | x | x |
| Bid process administration | | x | | x |
| Construction administration | | | | x |
| Prepare and distribute construction schedules | | | | x |
| Coordinate preconstruction conferences | | | | x |
| Coordinate construction kick off meeting | | x | | |
| Review of contractor submittals | x | x | x | x |
| Review and respond to contractor RFI's | x | x | x | x |
| Coordinate scope changes with County | | x | | |
| Administration of design contracts | | x | | |
| Facilitate communication amongst entire project team | | x | | |
| Process contractor payment requests | x | x | | x |
| Coordinate and oversee A-E site visits | | x | | |
| Coordinate and oversee inspector activities | | | | x |
| Review and rule on substitutions and deviations | x | x | x | |
| Review and rule on trade contractor change order requests | x | x | x | x |
| Administer and complete closeout procedures | | | | x |
| | | | | |


WALK OF HONOR
BUILDING SITE LIMIT OF WORK
ROSS STREET
SANTA ANA BLVD
0 30 60 120
N

GRIFFIN STRUCTURES, INC.
LPA

GRIFFIN STRUCTURES, INC.
LPA

## Attachment G

# Building 16

## BASIS OF DESIGN

County of Orange

Santa Ana, California

February 24, 2016

## Introduction

This Basis of Design serves as a narrative overview of the design assumptions, standards, systems descriptions and performance criteria identified by the design team for Building 16 (the Project). The Basis of Design has been prepared to assist in planning, design and cost estimating for the Project.

## Project Description

Building 16 is a new LEED Silver Office Building with associated parking on a site where an abandoned building and surface public parking are currently located. The County of Orange with the Griffin Structures team developed a series of Facility Strategic Plans that included a “Neighborhood” concept for the County to organize their four (4) Service groups - Public Safety, Judicial, Public Health and Administrative, to help better serve the citizens of Orange County. Building 16 is the first and critical step toward achieving this concept. The new project will be located within the Administrative Neighborhood, at the current 601 N. Ross Street site in Santa Ana, California.

The building will serve the following groups: Assessor / Tax Collector and Auditor Controller (from Building 11, Hall of Records), Public Works, Orange County Flood, Orange County Road, Orange County Waste & Recycle, CEO Real Estate, and Central HR (all moving from the Osborne Building), and a One Stop Public Counter. The building will be a six-story mid-rise office building over two levels of subterranean parking for approximately 350 parking stalls.

In addition to the build-out of the core, the typical floor build-out will consist of an average 25% Private Office / 75% Workstation ratio. This will be validated in detailed programming and planning phases with the departments and groups relocating to this new building. There will be Public Counters, Breakrooms, Copy/Supply Rooms, high density filing rooms for records, and a variety of Conference and meeting spaces for internal and external meetings.

## Coordination with County’s A-E Guide

This Basis of Design serves to define the Project for contractual purposes. The Project Team has received generic requirements from the County in the form of the A-E Guide. This document increases the specificity of the systems for purposes noted above.

Should there be a deviation between this Basis of Design and the County’s A-E Guide, this document will govern.

**SUSTAINABLE PROJECT GOALS & OBJECTIVES**

A. **Meet the requirements of the Green Building Code.**
B. **LEED-NC v2009 Silver Certification is anticipated for this building**.

**CODES AND STANDARDS**

A. **ASHRAE Standard 62.1-2010**
B. **ASHRAE Standard 55-2010**

**MUNICIPAL / STATE BUILDING CODES AND STANDARDS**

A. **2016 California Building Code**
B. **2016 California Green Building Standards Code**
C. **2016 California Mechanical Code**
D. **2016 California Electrical Code**
E. **2016 California Energy Code**
F. **2016 California Fire Code**
G. **2016 California Reference Standards Code**
H. **2016 NFPA 13 Standard for the Installation of Sprinkler Systems**
I. **2016 NFPA 14 Standard for the Installation of Standpipe and Hose Systems**
J. **2016 NFPA 72 National Fire Alarm and Signaling Code**
K. **Factory Mutual (FM)**
L. **Underwriters Laboratories (UL) – listed and labeled**
M. **2010 Americans with Disabilities Act Standards**
N. **OCFA High-Rise Buildings Guideline H-01 (Revised August 8, 2014)**
O. **2015 NPDES Requirements**

**SYSTEM DESCRIPTIONS & PERFORMANCE SPECIFICATIONS**

A. **SITE & CIVIL**
**Note! Due to CEQA findings being underway, off-site scope of work is unknown at this time and is, therefore, excluded from the Project. Additionally, any required increases of utilities arriving to the site (power, telephone, cable, hot and chilled water, domestic, fire) or leaving the site (stormdrain, and sewer) are currently excluded from this scope.**

1. Site Grading:
   a. Jurisdiction:
      - On-site approvals shall be by the County of Orange.
   b. Existing Conditions:
      - There is grade differential between the existing building and the existing street.
      - An existing topographic aerial and survey are required in order to prepare a grading study.
   c. Proposed Conditions:
      - Grading adjacent to the building shall be sloped at a minimum of 1.5 percent and 1.9 percent maximum away from the building.
      - For the hardscape area, the slope shall not be more than 1.9 percent in order to meet the accessible path of travel.
      - Due to the subterranean nature of the project, there will be substantial export and ~~full~~ perimeter shoring required.
      - Any demolition debris shall be removed from proposed grading areas prior to the start of grading.

d. Soil Conditions:

- A percolation test shall be performed in order to demonstrate to the County of Orange that infiltration on-site is not a feasible option for stormwater management.

2. Stormdrain:

a. Jurisdiction:

- On-site stormdrain and Water Quality approvals shall be reviewed by the County of Orange.
- Off-Site stormdrain connections will be reviewed by the City of Santa Ana.

b. Existing Conditions:

- It is assumed that there is an existing 24" stormdrain line in Ross Street.
- It is assumed that the existing off-site stormdrain lines are adequate in size and are not anticipated to be upsized.

c. Proposed Conditions:

- Proposed drainage patterns will follow existing drainage patterns to the maximum extent possible.
- Any surface runoff onto offsite Ross Street and Santa Ana Boulevard should be avoided.
- A Water Quality Management Plan (WQMP) will be prepared and will require approval by the County of Orange.
- Water Quality Best Management Practices (BMP's) will be required for compliance with the current County of Orange MS4 permit and will include low impact development BMP's such as bio treatment systems and underground storage tanks.
- Total expected water quality runoff shall be calculated. The placement and number of treatment systems will depend on the site plan and landscape areas.
- Since the entire site is to be an on-deck constructed plaza, a storage unit with a mechanical system will be required, size to be determined. Location of unit to be determined during schematic design.

3. Storm Water Pollution Prevention Plan (SWPPP) Requirements:

a. Since September 2, 2011, all stormwater dischargers are required to complete a SWPPP and follow State requirements including uploading the SWPPP to the SMARTS database. Below is a summary of information for the Client to follow and some history/facts for reference. This process shall be done before any construction begins on-site.

b. Following is the process for registering a new project on the SMARTS system:

- The owner or Legally Responsible Person (LRP) must initiate the process by signing up on the SMARTS system. It is beneficial to start this process as soon as possible so when the SWPPP is completed, the Notice of Intent (NOI) can be filed.
- If the LRP does not have an account with the Storm Water Regional Control Board (SWRCB), a three-step process exists to create an account:

  i. Go to https://smarts.waterboards.ca.gov/smarts/faces/SwSmartsLogin.jsp and "Sign Up" for a new account. They will be registering as the "Legally Responsible Person" (LRP). The LRP is the only person who may initiate the system, link everyone together, and approve the SWPPP.

     - Fill out the requested details in the next step of the registration process. There are several tabs that are required to be completed.
     - Initiate the Project on the SMARTS system and specify the "Data Submitter" (DS). Submitter(s) are registered in the system and should be searchable by name. They need to be linked to the County and the project by the LRP. The DS will then be able to upload the SWPPP.

ii. After the SWPPP has been uploaded, the Client shall review and approve the plan on the SMARTS. The SMARTS will produce a fee letter that shall be printed and sent to the State Regional Water Quality Board. Submitting this letter files the Notice of Intent (NOI) through SMARTS and initiates an approximate ten-day period for obtaining the Waste Discharger Identification (WDID) number.

c. The following is a brief history and facts for reference:

- The National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction and Land Disturbance Activities.
- On September 2, 2009, the State Water Resources Control Board adopted a new order for storm water discharge which became effective as of July 1, 2010. There are three major revisions of note:

  i. All Projects must be registered on the new SMARTS (Storm Water Multi Application & Report Tracking System) System.

  ii. Projects shall have a consistent project team hierarchy consisting of a Legally Responsible Person (LRP), a qualified SWPPP developer (QSD) and a Qualified SWPPP Practitioner (QSP) among others.

  iii. All SWPPP (Storm Water Pollution Prevention Plan) documents must be written, amended and certified by a qualified SWPPP developer (QSD). (This is limited to a smaller group of professionals including licensed landscape architects and civil engineers.)

d. Project Registration:

- Beginning July 1, 2010, all legally responsible persons (LRP) with new and existing projects which have not been completed will be required to register on the SMARTS system. The SMARTS system will be used for submittal of all permit registration documents including a Notice of Intent (NOI), risk assessment, site map, SWPPP documentation, signed certification statement, Notice of Termination (NOT) and post construction water balance performance.

e. Project Anatomy:

- All general permits for storm water discharge will be serviced by a team consisting of a Legally Responsible Person (LRP), an Approved Signatory (AS), a Qualified SWPPP Developer (QSD), a Qualified SWPPP Practitioner (QSP) and data submitters.
- A LRP is the individual who certifies the NOI and is responsible for reviewing, validating and certifying the annual report. The LRP must have a user account and a secret code number (SCN) in order to link project WDID numbers, approved signatories and data submitters to the project account.
- Another employee may be designated to certify documents on behalf of the LRP but may not be a contractor or consultant.
- A QSD is a certified professional who will prepare SWPPP documents.
- A QSP is an individual assigned to observe, sample, analyze and ensure full compliance with the permit/SWPPP implementation.
- A Data Submitter (DS) is any individual authorized by the LRP to enter data into the SMARTS system.

4. Water:

a. Jurisdiction:

- On-site water shall be approved by County of Orange.
- Off-site water connections or modifications shall be approved by the City of Santa Ana Water Department.

b. Existing Conditions:
   - It is assumed that there is a 6" and 12" main line in Ross Street.
   - It is assumed that there is an 8" main line in Santa Ana Boulevard.
   - It is assumed that the existing off-site water lines are adequate in size and are not anticipated to be upsized.

c. Proposed Conditions:
   - The water meter service with backflow preventer will be provided, size to be determined.
   - The service for domestic and irrigation water is proposed to tap into the existing 12" main line in Ross Street.
   - Any trench work in Ross Street will require additional paving.

5. Fire Water:

a. Jurisdiction:
   - On-site water will be reviewed by the County of Orange.
   - Off-site water connections or modifications will be approved by the City of Santa Ana Water Department.
   - Revisions to the Fire Master Plan will be approved by the Orange County Fire Authority.
   - Revisions to the Underground Fire Plans will be approved by the Orange County Fire Authority.

b. Existing Conditions:
   - It is assumed that there is a 6" and 12" main line in Ross Street.
   - It is assumed that there is an 8" main line in Santa Ana Boulevard.
   - Domestic and Fire are a combined system.
   - It is assumed that the existing off-site water lines are adequate in size and are not anticipated to be upsized.

c. Proposed Plans:
   - A double detector check valve is proposed on the main line from Ross Street.
   - 12,000 gallon water supply attached to the fire pump.
   - Fire hydrants may be required along Santa Ana Boulevard.
   - Any trench work in Ross Street and Santa Ana Boulevard will require additional paving.

6. Reclaimed Water:

a. There are no separate reclaimed water lines for this site.

7. Sewer:

a. Jurisdiction:
   - On-site sewer will be reviewed by the County of Orange.
   - Off-site sewer connections or modifications will be approved by the City of Santa Ana Sewer Department.

b. Existing Conditions:
   - It is assumed that there is a 6" VCP line in Ross Street. If demand requires tapping into a larger sewer main, a 10" VCP line is also in Ross Street.
   - It is assumed that the existing off-site sewer lines are adequate in size and are not anticipated to be upsized.
   - There are no sewer lines in Santa Ana Boulevard.

c. Proposed Plans:
   - It is assumed that the sewer can be connected to the 6" sewer line in Ross Street.
   - Any trench work in Ross Street will require additional paving.

## B. LANDSCAPE/IRRIGATION SYSTEMS

1. Irrigation systems shall be located around the buildings in the landscaped areas. Landscape areas will use a combination drip irrigation system. County requested simplest controller system allowed within required regulations (AB 1881) tied to Tridium controls if possible.
2. Plant palette shall consist of mainly drought tolerant trees, shrubs, vines and groundcovers.
3. Appropriate landscape may be used for storm water management.
4. Streetscape plantings to be consistent with city standards.
5. Accent planting will be used at public spaces and building entries for weather protection and way finding.
6. Plantings used will be suitable for local climate and microclimates.
7. Provide for ADA access as required.
8. Natural colored concrete paving will be the prevalent hardscape material with accent paving at pedestrian gathering areas and building entries.
9. Hardscape elements include decorative concrete, seating, site furniture and raised planters.

## C. STRUCTURAL SYSTEMS

1. Design Load Combinations:
   a. Loads imposed on the structure shall be combined as required by 2013 CBC Section 1605.
2. Wind Loads:
   a. As per the 2013 CBC, Section 1609.
   b. Design Factors:
      - Basic Wind Speed: 115 MPH for Main Wind-Force Resisting System
      - Basic Wind Speed: 110 MPH for components and cladding
      - Exposure Type: Exposure C unless Exposure B can be justified per ASCE Standard 7-10 Section 26.7.3.
      - Risk Category IV for Main Wind-Force Resisting System (MWFRS) only. Risk Category II for components and cladding design.
3. Seismic Loads:
   a. As per the 2013 CBC and ASCE Standard 7-10.
   b. Design Factors: (Pending confirmation from geotechnical report)
      - Soil Profile Type: D
      - $S_{DS}$ = 0.970
      - $S_{D1}$ = 0.534
      - I = 1.5 for primary structural elements only.
      - Please note this building will not be designed to Essential Facility Standards other than as follows:
        i. Primary structural and foundation systems will be designed based on the requirements for Risk Category IV.
        ii. Non-structural components and their anchorage shall be designed based on the requirements of the 2013 CBC including a component importance factor (Ip) equal to 1.5 for fire protection sprinkler systems and egress stairways.
        iii. All other non-structural components and their anchorages will be designed per the requirements for a Risk Category II Building.
      - Please note there is currently no intention for this is building to incorporate a blast resistant design component. Options for this feature will be presented for County approval.

4. Live Loads:
   a. Roof – 20 psf
   b. Floor – 80 psf
   c. Partitions – 15 psf LL (10 psf DL seismic)
   d. Stairs, Lobbies, Exits – 100 psf
   e. If any areas are identified for high-density shelving for document storage, they will be designed for additional live load appropriate for the configuration of the shelving and the media being stored.
5. Floor Vibration Criteria
   a. Design for human comfort per AISC Design Guide 11(latest printing) or equivalent acceptable method.
   b. Acceleration limit: 0.5 % g
   c. Damping ratio: 0.02 unless higher damping is justified based on current and future use of the space
6. Material Properties – All Construction:
   a. Concrete:

      All structural concrete to have a minimum compressive strength at 28 days as follows:

      - Footings and Grade Beams: f'c = 4,000 PSI (145 PCF)
      - Slab On Grade: f'c = 3,000 PSI (145 PCF)
      - Normal Weight Concrete Fill: f'c = 3,000 PSI (145 PCF)
      - Light Weight Concrete Fill: f'c = 3,000 PSI (115 PCF)
      - Other items not noted: f'c = 3,000 PSI (145 PCF)

   b. Reinforcement:

      - Typical Reinforcement: ASTM A615, Grade 60 (fy = 60 KSI)
      - Welded Rebar: ASTM A706 (fy = 60 KSI)
      - Weld Wire Fabric (Cold Drawn Wire): ASTM A185 (fy = 65 KSI)

   c. Structural Steel:

      All Structural steel to conform to the following specifications (unless noted otherwise):

      - Wide-flange Sections (W, WT) ASTM A992, Grade 50
      - Channels, Plates, Angles, and Miscellaneous Shapes: ASTM A36 (fy = 36 KSI)
      - Tubes (HSS): ASTM A500, Grade B (fy = 46 KSI)
      - Pipes: ASTM A53, Grade B (fy = 35 KSI)

      Structural Bolts: Bolt connections to be A325 high-strength bolts unless noted otherwise.

      - Bolted connections: ASTM A325 or ASTM A490
      - Seismic connections: ASTM A325-SC
      - Column Anchor Bolts: ASTM F1554-36, -55, or -105

      Welding: In Conformance with AWS D1.1 and D1.4

      - Electrode Strength: E80XX (Reinforcing Steel)<br>E70XX (Structural Steel)
7. Gravity Systems:
   a. Foundation System:
      - Pending confirmation by GEOR, the building will be founded on conventional footings. The slab on grade will be 5-inch thick reinforced concrete slab with #4 reinforcing at 18" on center each way.
      - The slab on grade to be under laid with 15 Mill Vapor Barrier, over compacted grade.

b. Framing System:
   - The floor will have 3 ¼" lightweight concrete fill over 3" deep metal deck, i.e., the total depth is 6 ¼" deep. The roof at the mechanical equipment will have 4 ½" normal weight concrete over 3" metal deck, with remainder of the roof consisting of 3 1/4" light-weight concrete over 3" metal deck. The concrete composite deck will be supported by steel composite beams and steel columns.
   - In the elevated floor areas exposed to weather, a 3" normal-weight concrete topping slab will be used to protect the waterproofing, which will be installed over the structural deck.

8. Lateral Systems:
   a. The lateral system shall be developed based on economy and performance.
   b. The reinforced concrete filled metal deck will be designed to perform as a concrete diaphragm to distribute the seismic shear to the vertical resisting elements at the floors and roof.

## D. BUILDING ENVELOPE

1. Exterior skin:
   a. Aluminum curtain wall system with high performance insulated glazing: U=0.29 SHGC= 0.24 with 36" deep horizontal aluminum sun shades extensions.
   b. CCAPP thin shell precast concrete – use white cement and light sandblast.
   c. Composite aluminum metal panel rout and return (dry joint).
   d. Shadow box behind Aluminum curtain wall system with high performance insulated glazing: Viracon VNEZ-63 U=0.29 SHGC= 0.24.
   e. Column covers composite Aluminum metal panel rout and return (dry joint).
   f. Steel framed entry canopy clad with composite aluminum metal panel rout and return (dry joint).
2. Smoke Management:
   a. The building will be provided with a passive smoke management system. Stair pressurization is provided by one (1) dedicated fan for each stair tower. Stair pressurization fans shall be on emergency power. Operation of the smoke control system is controlled automatically by the fire alarm system. All outside air and exhaust air ductwork serving each floor will be provided with remotely operable fire and smoke dampers for the proper sequence of operation.
   b. A fire fighters control panel will be provided and located in the Fire Fighters Control Room on the ground floor. This room will be provided with a dedicated ceiling suspended air-cooled direct expansion AC unit. The AC unit shall be provided with emergency power.

## E. BUILDING INTERIORS

1. Office Areas Floors 2-5:
   a. Carpet: Modular tile, 24" x 24" with PCV free backing. Carpet and Rug Institute – Label, recycled content. Allow (2) Patterns/colors and change in installation method.
   b. Resilient Flooring: (copy & coffee).
   c. Resilient Flooring: (storage, utility, file).
   d. Core Utility Rooms- Electrical and Mechanical: sealed concrete.
   e. Janitor Rooms: Sealed concrete. 48" high Marlite on wet walls.
   f. Paint: Low VOC paint finish. Allowance (3) accent paint colors
   g. Walls: Base Office-5/8" gypsum drywall on 2 ½" x 25 ga. Metal studs, floor underside of ceiling tile with acoustical insulation inside and blanket to deck. Acoustical Walls at Conference Rooms: Metal Studs Full Height to deck with acoustical insulation inside. At perimeter walls - Furring, 25 ga. Metal studs with 5/8" gypsum drywall with batt insulation. Mechanical Room:

Upgraded Acoustical wall- double 3 5/8" stud with 1" gap and double drywall each side with Rock Wool Insulation. Level "4" drywall finish throughout.

h. Office/Conference Room Glazing: Assume 18" temp. glass sidelight at each office door with at +8'-0" high. Conference rooms to have are full wall width of glazing.

i. Resilient Base: Four inch rubber, continuous roll, straight at carpet, coved at Linoleum.

j. Acoustical Ceiling Tile: One plane over floor except where conference walls penetrate the ceiling. Armstrong Flat "T" 15/16" ceiling grid (recycled content). Seismic Partition attachment clips. Armstrong, Dune #2722 Second Look II Scored, 2'x4'x3/4"angled tegular.

k. Gypsum Board Soffits: Allowance for dropped soffit over public Counters in Lobbies/each floor and One conference each floor to have stepped Gyp. Bd. Ceiling allowance.

l. Doors: 1 ¾" solid core, 3" – 0" x 8' – 0", wood veneer FSC certified. Western Integrated aluminum frame, Schlage "L" series mortise lockset/latch set hardware, dull chrome finish. Assume card readers on all doors to office areas, IDF and MDF Rooms, main entry and stairwells. (Assume forty (40) proximity card reader positions for the building.)

m. Coffee Bar/Breakroom: 1 each per floor. Upper and lower plastic laminate faced cabinets, flush overlay custom grade design with formaldehyde free substrate such as Sierra Pine Medite II. Solid surface top with undermount stainless steel sink and garbage disposal at each location.

n. Copy Areas: 1 each floor. Upper and lower plastic laminate faced cabinets, flush overlay custom grade design with formaldehyde free substrate. Plastic Laminate Countertops.

o. Window Coverings: 3 ½" PVC vertical blinds.

p. Public Counters, Security Guard Desks: Provide 30'-0" LNFT of millwork with high/low Accessible heights, plastic laminate top & veneer fascia on each floor 2-6. Ground floor millwork for One Stop (40'-0"LN) & security guard (18'-0"LN) shall have solid surface tops.

2. Toilet Rooms:

a. Floors: 6"x6" matte porcelain tile;

b. Walls: 6" x 12" matte ceramic tile;

c. General Wall Paint: eggshell finish. 5/8" water resistant gypsum drywall on 3-5/8" studs to structure above, 3-1/2" acoustic batt insulation.

d. Ceiling: Painted smooth finish drywall,

e. Toilet Compartments: Floor mounted, overhead braced, Bobrick Sierra Series (or equal) - recycled content

f. Lavatories: Solid surface lavatory top and splash with integral solid surface sink. Polished Chrome faucets with hands-free operation and automated soap dispenser.

g. Mirrors: Vision quality mirrors, one (1) above lavatory, full width and full height to ceiling; and one full length mirror in each rest room.

h. Accessories: Bobrick (or equal) stainless steel, recessed and semi-recessed automated hand dryers, Combination with trash receptacle.

3. Elevator Cabs:

a. Passenger Elevator: Machine room-less elevator or traction elevator (Kone, Mitsubishi, Schindler, Thyssen Krup or equal).

b. Elevators are included in the Building as follows:

- Four 8-stop, 3500 lb., 350 fpm,
- Four 6-stop, 3500 lb., 350 fpm.
- One Freight 8-stop 4500 lb, 350 fpm.
- County requested Motion Controls

c. Cab Height: 9'-0" with 8'-6" high polished stainless steel ceiling with manufacturer's standard nine light down lighting. Cab returns, rails base and doors: Brushed stainless steel. Entrance: brushed stainless steel; 4'-0" wide x 9"-0" high frame with 7'-0" high center opening doors and 2'-0" high stainless steel transom. Cab Floor: 24"x24" porcelain tile. Cab Walls: All walls to be laminated panels, add plywood walls at service elevator. Card reader function on all nine (9) elevators for security access.

4. Architectural:
   a. Roofing: PVC single ply roof over concrete deck. "Cool Roof".
   b. Exterior Doors: 3' -0" x 9' – 0" per leaf typical. Storefront glazed with panic hardware and card reader. Factory Finish
   c. Insulation: R-30 / 6" tapered rigid exterior insulation on roof at roof deck. R-19 batt insulation with additional R-5 / 1" rigid exterior insulation at all perimeter building walls.
   d. Floor-to-Floor Heights: Floor-to-floor dimension:
      - Typical upper floor:13'-6".
      - Ground floor: 20'-0" for service yard clearance
      - First level of Parking: 16'-6" for ADA clearance and plaza undulations
      - Lower level of Parking: 12'-6"
   e. Ceiling Heights: Typical ceiling height:
      - 9'-0" at typical floors
      - 13' - 15' at ground floor
   f. Exit Stairways Treads and Landings: Concrete filled steel pans and risers with painted finish.
   g. Handrails: Maximum 1 ½" diameter metal pipe railing. Factory Finish.
5. Lobby (Ground thru Sixth):
   a. Floor/Base Materials: Main Lobby and First floor corridor: porcelain tile with 6" high tile base. Second thru Sixth floors: elevator lobby only- porcelain tile with 6" high tile base. Corridor carpet tile size: 24"x 24" with 4" high straight rubber base.
   b. Walls: Full Height Gypsum drywall over 3-5/8" x 25ga. Acoustic Insulation Metal studs. Heavier gauge studs as required by specs.
   c. Walls to be wallcovering allowance $25/yard.
   d. Ceiling: Gypsum drywall, painted to be Benjamin Moore AC-40, Glacier White.
   e. Lobby Enclosure Doors- Total Door Systems held open with magnetic hold opens tied to Fire Life Safety System

## F. ELECTRICAL SYSTEMS

1. County of Orange Architecture-Engineering Guide shall be part of this basis of design by reference.
2. Site Utilities:
   a. The building shall be connected to the County of Orange Cogen facility via a new on-site 3,750 kVA, 4,160V to 277/480V, 3-phase, 4-wire, pad-mounted liquid filled transformer. A 4,160V concrete encased primary circuit will be provided by the County at the north side of the site and will need to be extended to the pad mounted transformer location to be determined on the building site. A concrete encased secondary service feeder will be fed to the Office Building service equipment.
   b. From a nearby County of Orange communication manhole at the north side of the site, provide two (2) 4" conduits stubbed to the 1st floor Office Building MDF.
   c. Two (2) 4" C.O. shall be provided from a nearby telephone utility company connection point on Ross Street to the 1st floor Office Building MPOE (Main Point of Entry).

d. One (1) 4" C.O. shall be provided from a nearby CATV utility company connection point on Ross Street to the 1st floor Office Building MPOE.

e. The Office Building main electrical service will have a double ended main switch board, each side rated 3000 amps, at 277/480-volt, 3-phase, 4 wire. Each switchboard will serve one side of the building or "core" with a conduit bank or feeder bus riser routed from the switchboard to the roof through stacked electric rooms. All major HVAC equipment will be fed directly from the main switchboard or the main bus (conduit) feeders. All elevator equipment will be fed directly from the service equipment.

3. Power consumption (peak kW, kVA, kVAR, kWh, etc.) shall be provided and connected to the building EMS system. All loads will be disaggregated per the latest Title 24 code and metered. Building load information will be reported back to the CUF.

4. Photovoltaic Power System:

   a. The building design will include infrastructure for a future roof mounted PV system inclusive of conduit pathway, space for future equipment and meter section at the main switchboard for building connection. This is compliant with Title 24, however a PV system is not included in this design.

5. Emergency Generator:

   a. Provide a diesel generator for emergency power for 8 hours for designated emergency life safety loads, and standby loads including fire pump. The generator will be sized to include egress path lighting, (4) elevators with soft start and car lighting, fire alarm/fire detection system, (1) fire pump with VFD, (1) fire jockey pump, garage exhaust fans, smoke control systems, and stairwell ventilation. The generator will be provided with a subbase fuel tank, output circuit breakers and a full sized unit mounted load bank.

   b. Approximate size of this generator is 400KW, 480Y/277V, 3-phase, 4-wire.

   c. The generator will be located in or near the service yard, at the building exterior in a weatherproof and sound attenuating enclosure. A high efficiency diesel particulate filter will be provided in consideration of the proximity of the public plaza.

6. The office building will be provided with two (2) separate bypass isolation ATS switches – one for emergency loads (300 Amp), and one for standby loads (150 Amp).

7. Interior Lighting:

   a. Lighting levels will conform to the minimum recommendations of the Illuminating Engineering Society of North America and in full compliance with Title 24 2013 Energy Code

   b. All lighting fixtures shall be specification grade in quality and could include fluorescent, LED, Metal Halide or a combination of these.

   c. All areas to have the same lighting design concepts except as noted below. General Lighting shall be provided by fixtures with a dimmable lamp source. Lobbies and conference rooms shall have accent down lights and recessed T-bar ceiling linear wall wash on one wall (Focal Point Lighting Focus 4). Equipment and storage rooms will be illuminated with recessed linear strip fixtures. Restrooms shall have downlights and recessed gyp. board linear wall wash light on one tile wall. A number of different types of lamps for a given application will be thoroughly reviewed in the design process. The specification of lamps will be kept to a minimum of different types for the purposes of limiting inventory. Life cycle analysis will be performed for LED lamp technology because of ease of control and longevity of the lamp life, up to 10 years.

8. Emergency / Exit Lighting:

   a. Various fixtures throughout the facility will be connected to the generator system to provide the required egress illumination.

   b. Internally illuminated exit signs will be provided at egress locations as directed by the space planner. Exit lighting will be connected to the generator system for emergency operation. Exit

signs shall be edge lit LED signs as manufactured by McPhilben or equal by Duallite or Sure Lites.

9. Site / Exterior / Garage Lighting:
   a. Lighting levels will conform to the minimum recommendations of the Illuminating Engineering Society of North America, Title 24, – as well as the City of Santa Ana Security Code.
   b. Decorative pole mounted and bollard mounted LED, fluorescent, or HID fixtures shall be provided to illuminate the plaza driveway as well as the plaza. Site landscape/hardscape lighting shall be provided by various fixture types - both above grade and flush in grade.
   c. The parking garage interior will be illuminated to be code compliant.
   d. A number of different types of lamps for a given application will be thoroughly reviewed in the design process. The specification of lamps will be kept to a minimum of different types for the purposes of limiting inventory.
10. Lighting Control System:
   a. A low voltage digital integrated lighting control system will be provided throughout that will interface with fixtures for on/off and dimming control. Lighting controls will interface with the building EMS system and will be Lonworks compliant. Lighting controls shall be code compliant. The majority of lighting fixtures will be controlled by the use of occupancy sensors and daylight sensors for automatic dimming. Open areas will be controlled by ceiling mounted occupancy sensors, and private offices and smaller rooms will be controlled by wall-mounted occupancy sensors with manual switching. Sensors shall be dual technology type incorporating passive infrared and microphonics..
   b. Daylight dimming controls shall be provided in all spaces that have openings to natural daylighting.
   c. All interior building lighting not controlled by occupancy sensors will be controlled by a centralized low voltage lighting control system incorporating relay switching. The system will be capable of manual override, time event scheduling, holiday and special event scheduling and occupant warning. Branch circuit home runs to lighting fixtures will be run through lighting relays and controlled by low voltage switches at locations to be determined.
   d. Exterior Lighting Controls: All exterior lighting shall be controlled by the same digital integrated lighting control system via lighting control panel network or site energy management system. Local exterior pole mounted occupancy sensors will be provided to control pole lights under 24 feet in height. Exterior lighting will be controlled by an astronomical clock and turned on at sunset and off at a programed time, or at sunset.
11. Office Building Power and Communication Rooms:
   a. Office Building Main Electrical Room – First Floor or garage level:
      - Double ended switchboard, each side rated 3,000 amp 277/480V, 3P, 4W main electrical switchgear with a TVSS system. Each switchboard will serve one side or “core” of the building, with a vertical conduit bank or bus feeder system. 480V panels, transformers and equipment can tap directly to the bus within each electric room.
      - 480V power and lighting panels for service to floor
      - Distribution transformers for conversion of 480V power to utilization voltage 120/208V for service to floor.
      - Transformers to feed panels or distribution boards, as needed.
      - Emergency Automatic Transfer Switches for emergency power and standby power. Emergency power distribution board serving emergency and standby power to loads throughout the building.
      - Emergency power lighting panels (480Y/277V) for garage levels, first floor and site
      - Lighting panels and lighting control (relay) panels for parking garage and site lighting.
      - All main distribution boards and main switchboard will be provided with TVSS protection.

b. Office Building Stacked Electrical Rooms – Floors One through Six:

- Each building core will have stacked electric rooms, served by one end of the double ended switchgear. A feeder bus or conduit bank will be routed vertically up through the electric rooms
- Each vertical core distribution system will deliver approximately 150KVA of power to each floor half. This power will serve lighting, equipment and receptacle loads and will be comprised of 480V and 208V panels, transformers and lighting control panels.
- Each floor electric room will be provided with 25% spare power capacity and panel space for expansion as needed.

c. The second and fifth floors will be provided with the following emergency systems:

- 100 amp 277/480V, 3P, 4W emergency lighting panel.
- 30 kVA 480V to 120/208V, 3P, 4W emergency transformer.
- 60 amp 120/208V, 3P, 4W emergency power panels.

d. Main MDF/Telecom Room – First Floor:

- Four (2) 4' x 8' backboards.
- System ground connection from main service grounding system.
- Four (4) dedicated 20 amp 120V receptacles on the backboard wall.
- Eight (8) dedicated 20 amp 120V cable tray mounted receptacles for rack / cabinet power.
- Four (4) dedicated 20 amp 208V single phase cable tray mounted receptacles for rack / cabinet power.
- Two (2) convenience receptacles on each wall. The circuiting will be such that no more than two (2) receptacles will be on any one circuit.
- One (1) telephone / data outlet near the door for a wall phone.
- Four (4)-4"C.O. to MPOE
- Four (4) 4" C.O. to the first floor IDF room.
- Four (4) 4" C.O. sleeves out each end of the room into the floors accessible ceiling space.
- Connection to the dedicated HVAC units.

e. Stacked IDF Rooms – Floors One through Six:

- Two (2) 4' x 8' backboards.
- System ground connection.
- Four (4) dedicated 20 amp 120V quadplex receptacles on the backboard wall.
- Eight (8) dedicated 20 amp 120V cable tray mounted receptacles for rack / cabinet power.
- Four (4) dedicated 20 amp 208V single phase cable tray mounted receptacles for rack / cabinet power.
- Two (2) convenience receptacles on each wall. The circuiting will be such that no more than Two (2) receptacles will be on any one circuit.
- One (1) telephone / data outlet near the door for a wall phone.
- Four (4) 4" C.O. sleeves out each end of the room into the floors accessible ceiling space.
- Four (4) 4" C.O. sleeves to the IDF on the floor above.
- Connection to the dedicated HVAC unit.

f. Miscellaneous Power:

- Provide power and control connections as required to all mechanical and plumbing equipment - see mechanical / plumbing outline specifications for more information.

g. Open Office Areas:

- All furniture systems will be assumed to be a four (4) circuit / eight (8) wire + ground configuration. All furniture system workstations are assumed to have personal computers only and will be connected at a ratio of eight (8) workstations per four (4) circuit / eight (8) wire homerun. Assume (1) circuit to be controlled outlet per Title 24.
- One power outlet, 20 amp, 115V duplex to be within two feet of each telephone outlet throughout the facility.

- Each workstation location shall have a separate dedicated quadplex receptacle.
- All printers, faxes and copiers shall be provided with the following:
  One (1) dedicated 20 amp 120V receptacle.
  One (1) telephone / data outlet.
- All wall mounted communication outlets will be provided with 1" conduit, stubbed into the accessible ceiling space, 4S/DP box and a single gang mud ring in the wall.
- All wall mounted furniture system communication feeds will be provided with 1 ¼" conduit, 4S/DP box and a double-gang mud ring in the wall. Provide a 1 ¼" conduit for every four (4) workstations.
- Assume 20% power/data feeds to be floor cores. 80% to be wall feeds.

h. Private Offices:

- Each office will be equipped with two (2) convenience receptacles, and one (1) telephone/data outlet. Optional pricing will be provided to add a second duplex data outlet per office. The circuiting will be such that no more than six (6) receptacles will be on any one circuit. Each workstation location shall have a separate dedicated quadplex receptacle. A switched receptacle will be provided within 6' or each unswitched receptacle per the latest T24 requirements. Switching control will be through the lighting occupancy sensor.

i. Conference Rooms:

- Conference Rooms will be equipped with one (1) double duplex isolated ground receptacle, two (2) convenience receptacles, one (1) telephone/data outlet and one (1) flush in floor box combination power and phone/data. The circuiting will be such that no more than six (6) receptacles will be on any one circuit. A switched receptacle will be provided within 6' or each unswitched receptacle per the latest T24 requirements. Switching control will be through the lighting occupancy sensor.
- In addition, provide power and communications as required for any teleconferencing or audiovisual equipment.

j. Miscellaneous Power:

- All computer circuits shall have a maximum of three (3) computer outlets, shall be identified as dedicated, and be wired with an isolated ground.
- Provide power and control connections as required to all mechanical and plumbing equipment - see mechanical / plumbing outline specifications for more information.

12. Life-Safety:

a. Provide a new Fire Alarm System conforming to the requirements of the California Building Code, NFPA 72, California Fire Code and City standards which include a fully automatic fire alarm system with smoke detectors, heat detectors, pull stations, waterflow switches, tamper switches, duct smoke detectors, and approved fire alarm audible horns and visual strobes, connected to a centralized system. System shall be provided with voice evacuation.

13. Building Access Control/Security System:

a. Building access control/security system shall comply with the County of Orange A&E Guide.

b. Building access control/security system design shall be by County of Orange security consultant. Placement of card readers, intrusion detection sensors and peripheral equipment shall be included in the county's design. LPA will coordinate with county consultant to provide all infrastructure in support of the system including conduit, device boxes, cable trays, and power connections.

c. Access Control System shall consist of proximity readers, cards and/or key fobs, request to exit sensors, electronic hinges, and electronic door locks as required. Access Control System to incorporate visitor management software and onsite programmable badge generation with time and date expirations. Proximity cards and card readers at doors or other entry/exit points will provide access control. These areas will be equipped with release systems consisting of control panel, door contact switches with related powered hinged and door release hardware provided

by another disciplines and the associated cabling. CCTV System integration with access control will provide event management reporting.

d. Security System shall consist of door contacts, glass break detectors and motion sensors.

e. Provide a two-way communication system at the ground level entrances, complete with remote door release buttons.

14. Closed Circuit TV / Surveillance System:

a. Closed circuit TV and surveillance system shall comply with the County of Orange A&E Guide.

b. Closed circuit TV and surveillance system design shall be by County of Orange security consultant. Placement of cameras and peripheral equipment shall be included in the county's design. LPA will coordinate with county consultant to provide all infrastructure in support of the system including conduit, device boxes, cable trays, and power connections.

## G. AUDIOVISUAL SYSTEMS

1. Conference Rooms, two per floor: The audiovisual system will include one large wall mounted LCD TV/Display. Media sources will be from Blu-Ray universal media disk player, iPod dock and a wall mounted laptop connection panel. Control systems will include a wall mounted keypad. Audiovisual equipment will be housed in an equipment rack located in designated area of millwork.

## H. SOUND SYSTEMS

1. Sound systems shall comply with the County of Orange A&E Guide.
2. Differences or variations to the A&E guide are as follows:

a. Sound equipment will be placed in a the nearest IDF room. Controls of the sound system will be via software and can be accessed from any permitted computer station.

b. Rigid conduit will not be used: EMT and wire mold conduit will be used.

## I. TELEPHONE SYSTEMS

1. Telephone systems shall comply with the County of Orange A&E Guide.
2. Differences or variations to the A&E guide are as follows:

a. Backbone feeder shall be 100-pair copper from MPOE to each IDF Room.

b. OCIT will install all telephone equipment.

## J. DATA SYSTEMS INFRASTRUCTURE

1. Data systems shall comply with the County of Orange A&E Guide.
2. Differences or variations to the A&E guide are as follows:

a. OCIT will be responsible for installation of all network equipment and connecting cables. This will include wireless access points (WAPs).

b. OCIT will confirm equipment type for the purpose of design/selecting appropriate fiber optic cabling.

c. Recommend CAT6A for all wireless access points.

d. Recommend OM3 – 50 micron fiber optic backbone cabling to each IDF room(s).

e. OCIT will install all IT equipment.

f. All overhead cabling shall be installed in cable tray and J-hooks, not homerun in EMT conduit. Conduit will be used to connect wall and floor boxes with accessible ceiling spaces where conduit will be day-lighted. Bushings will be provided on ends of all conduits.

## K. HEATING, VENTILATING AND AIR CONDITIONING

1. Design Criteria / Design Calculation Guidelines:

   a. Outdoor Design Conditions – Santa Ana, Orange County, CA

      Summer: 91°F dry bulb / 65°F wet bulb – *Title-24 0.5%*
      Winter: 35°F dry bulb – *Title-24 0.2%*

   b. Indoor Design Conditions, Office Areas:

      People: 250 gross square feet per person
      Lights: 0.80 watts/square foot
      Equipment: 1.00 watts/square foot
      Temperature: Summer – 76°F (± 2°F)
      Winter – 70°F (± 2°F)
      Humidity: No direct humidity control required.
      Ventilation: 30% greater than required by CMC (ASHRAE 62.1)

   c. Indoor Design Conditions, Main Entry Lobby:

      People: 100 gross square feet per person
      Lights: 1.20 watts/square foot
      Equipment: 0.50 watts/square foot
      Temperature: Summer – 76°F (± 2°F)
      Winter – 70°F (± 2°F)
      Humidity: No direct humidity control required.
      Ventilation: 30% greater than required by CMC (ASHRAE 62.1)

   d. Indoor Design Conditions, Restrooms:

      Lights: 0.60 watts/square foot
      Exhaust: Greater of 100 cfm/fixture or 10 air changes per hour
      Makeup Air: 100% of exhaust air, make-up from adjacent spaces.

   e. Zoning:

      Each VAV zones will be dedicated to a unique building orientation, floor level, and interior use On average, there will be one VAV zone per 1000 sf. Conference rooms, corner offices, and unique uses will have dedicated VAV zones. Up to five perimeter offices will be served by a single, shared VAV zone.

2. Energy Conservation Calculations:

   a. The HVAC design shall utilize the above design criteria as a basis and shall also comply with the 2013 State of California Energy Code California Code of Regulations (CCR), Title 24, and Building Standards. The performance based “whole building” model compliance approach will be used.

3. Building 16 HVAC Systems:

   ALTERNATE 1: Rooftop AHUs

   a. The building air conditioning system shall consist of a chilled water, rooftop penthouse variable air volume (VAV) air handling unit (AHU) system. Each AHU will provide ventilation and cooling to the space at 55°F through an overhead duct system.

   b. Air Handling Systems:

      - The building will include (4) total custom VAV chilled water AHU located on the roof.
      - Each AHU shall include air-side economizer an outdoor airflow monitoring station.
      - Each unit shall be constructed of insulated double wall heavy gauge steel and include an airfoil supply fan with internal vibration isolation, an airflow return fan with internal vibration isolation, a six-row chilled water coil, an insulated stainless steel condensate pan, MERV-8 prefilters, MERV-13 final filters, and a factory mounted and wired variable frequency drives (VFDs).
      - The air velocity across the chilled water coil and filters shall not exceed 500 feet per minute.

- Each unit shall have approximately 100 tons of cooling capacity and 40,000 CFM of airflow capacity.
- EnergyLabs, or similar.

ALTERNATE 2: Floor by Floor AHUs

c. The building air conditioning system shall consist of a chilled water, floor-by-floor Variable Air Volume (VAV) Air Handling Unit (AHU) system. Each AHU will provide ventilation and cooling to the space at 55°F through an overhead duct system.

d. Air Handling Systems:

- Each floor of the building will be provided with two VAV chilled water AHU located in fan rooms.
- Each AHU shall include a mixing box for air-side economizer operation, with outdoor air intake and relief ducted to perimeter building louvers.
- Each AHU will include an outdoor airflow monitoring station.
- Each unit shall be constructed of insulated double wall heavy gauge steel and include an airfoil supply fan with internal vibration isolation, an airflow return fan with internal vibration isolation, a six-row chilled water coil, an insulated stainless steel condensate pan, MERV-8 pre-filters, MERV-13 final filters, and a factory mounted and wired variable frequency drives (VFDs).
- The air velocity across the chilled water coil and filters shall not exceed 500 feet per minute.
- Each unit shall have approximately 50 tons of cooling capacity and 20,000 CFM of airflow capacity.
- McQuay Destiny, or similar.

e. Air Distribution:

- The HVAC air distribution shall be via medium pressure, overhead main ductwork on each floor.
- Sound traps shall be provided at the supply air and return air connection to each air handling unit. Duct liner will not be used.
- All supply ductwork will be insulated per Title-24 requirements with fiberglass ductwrap.
- Return air shall be via open plenum return with a main return air connection at each air handling unit room. Return air sound boots shall be provided at enclosed, private offices and conference rooms.
- Local zone control is provided by VAV terminal air units. VAV units serving perimeter zones shall be provided with 1-row hot water heating coils. Price, Titus, or Krueger.
- Insulated, acoustical flexible duct shall be provided for the final six foot supply air connection to each supply air diffuser.
- Supply air diffusers and return air grilles will be linear slots in hard lid ceilings with square ceiling diffusers and grilles in accessible ceiling tile systems.

f. Connection to Orange County Central Utility Facility:

- The building will connect to the Orange County Central Utility Facility for chilled water and steam.
- Underground chilled water and steam piping infrastructure is located on the site of the proposed building.
- New 6” chilled water piping will be connected from the existing underground County piping to a mechanical pump room located in the first floor of the building and then piped to the mechanical rooms on each floor, with branch chilled water lines to 24/7 cooling zones on each floor.
- Chilled water piping will be copper up to 2” NPS piping and schedule 80 steel for piping sizes above 2” NPS. All piping will be insulated with preformed fiberglass pipe insulation per Title-24 requirements.
- Lead and stand-by tertiary chilled water pumps will be approximately 500 gpm and include variable speed drives.

- Heating water for the building will be provided via a steam to hot water heat exchanger and lead and standby hot water pumps located in the 1st floor pump room.
- A hot water piping loop will be located on each floor serving perimeter zone VAV terminal units.
- Hot water piping will be copper up to 2" NPS piping and schedule 80 steel for piping sizes above 2" NPS. All piping will be insulted with preformed fiberglass pipe insulation per Title-24 requirements.
- The capacities of the chilled water and steam lines at the Building 16 site are scheduled to be increased in the near future. Although there should be enough capacity in the lines for normal climate conditions, there is a possibility that the capacity will be less than ideal during extreme climatic conditions.

g. Dedicated Cooling Systems:

- IDF rooms on each floor, electrical rooms on each floor, elevator machine rooms, and other areas requiring 2/47 cooling will be provided with ceiling mounted chilled water fan coil units.

h. Restroom Exhaust System:

- Each restroom and janitor's closet will be exhausted via a central restroom exhaust systems ducted via an exhaust riser to a rooftop centrifugal exhaust fan, approximately 6000 cfm total. Greenheck or similar.

i. Smoke Management Systems:

- The building will be provided with a passive smoke management system. Stair pressurization is provided by one (1) dedicated fan for each stair tower. Stair pressurization fans shall be on emergency power.
- Operation of the smoke control system is controlled automatically by the fire alarm system, including a fire fighters control panel.
- Outside air and exhaust air ductwork serving each floor will be provided with remotely operable fire and smoke dampers for the proper sequence of operation.

4. Building Management Systems (BMS):

a. BMS to comply with A-E Guidelines

b. BMS to be tied into CUF and other monitoring points within the County.

c. County BMS vendor is Tridium. Project team to account for graphic workstation within the building with Tridium graphics/controls

d. Separate meter to be provided to measure chilled water and steam. Information monitored back to CUF.

5. Garage HVAC Systems:

a. Fire Pump Room and Domestic Water Pump Room Cooling

- The fire pump room will be ventilated. The fire pump Room AC unit will be provided with emergency power.
- The domestic water pump room will be air conditioned by an air-cooled direct expansion AC unit located outside the room.

b. Garage Exhaust:

- Below grade levels of the Garage will be provided with garage exhaust in accordance with the applicable codes, approximately 0.75 cfm/sf of exhaust and make-up air.
- Exhaust air will be discharged out louvers 10' above grade level.
- The garage exhaust system shall be variable-volume with airflow rates modulated based on a carbon monoxide monitoring system.
- Make-up air for the garage ventilation system will enter the basement level via areaways.
- Enclosed exit stair will connect to the outside at ground level.

## L. FIRE PROTECTION SYSTEMS

1. Wet Pipe Fire Protection Systems:
   a. All building and parking garage areas shall be provided with complete sprinkler coverage via wet pipe automatic fire sprinkler system.
   b. All work shall conform to requirements of the National Fire Protection Association, NFPA 13 as adopted and amended by the State, insurance underwriters, and the Fire Authority having Jurisdiction. The design shall conform to the California Building Code and Fire Code.
   c. Fire protection system materials and components shall be Underwriters Laboratories listed and labeled, and Factory Mutual.
   d. Materials: Sprinkler piping shall be black steel Schedule 40, ASTM A 135 or ASTM A 795 for all piping with threaded joints and fittings. U.L. /F.M. approved threadable schedule 10 lightwall pipe, such as Allied "XL" or equivalent, will be accepted.
   e. Sprinkler heads shall be as follows:
   f. Sprinkler heads in suspended ceiling areas shall be pendent quick response sprinkler, white finish with adjustable semi-recessed white finish escutcheon.
   g. Sprinkler heads in gyp board or other non-suspended ceiling areas shall be quick response concealed pendent sprinkler with white or custom color cover plate to match adjacent ceiling surfaces as applicable.
   h. Areas with no ceiling shall be provided with sprinkler coverage using brass finish upright quick response sprinklers.
2. Fire Pump:
   a. A duplex fire pump will be provided in a 1st floor room in Building 16.
   b. The fire pump will be powered on emergency power system and be connected to the 12,000 gallon on-site supply source as noted above in Civil section.

## M. PLUMBING SYSTEMS

1. Building 16 plumbing systems:
   a. Plumbing Piping Systems:
      - Domestic water supply shall be from the site water main with distribution and connection to all plumbing fixtures and other equipment supplied under other sections.
      - The domestic water system will be sized using a maximum of 3 PSI pressure drop per 100 feet of pipe and a maximum velocity of 8.0 feet per second.
      - Piping within the building and above grade shall be Type "L" ASTM B88, hard drawn copper tubing with wrought copper sweat fittings per ANSI B16.18 and B16.22.
      - Below grade piping outside of the building within five feet (5') of the foundation shall be Type "K" ASTM B88, hard drawn copper with wrought copper sweat fittings per ANSI B16.18 and B16.22. Below slab piping shall be Type "K" soft annealed copper tubing with no fittings below the slab.
      - Soil, waste and vent piping within the building and outside within five feet (5') of the foundation shall be no-hub cast iron pipe and fittings conforming to CISPI Standard 301-04 or ASTM A-888-04.
      - Exposed vent piping shall be Schedule 40 galvanized steel pipe, ASTM A53. Vents through roof shall terminate with vandal resistant hoods.
      - Storm drain piping within the building and outside within five feet (5') of the foundation, and overflow drain piping within the building shall be no-hub cast iron pipe and fittings conforming to CISPI Standard 301-04 or ASTM A-888-04.
      - Condensate drainage for HVAC systems will type L copper. All condensate shall discharge to sanitary sewer.
      - Natural gas piping will not be required for the Building or Parking Garage.

b. Domestic Water Booster Pump:

- A dedicated domestic booster pump room will be provided on the 1st level of the building.
- The duplex variable frequency drive booster system will be capable of automatically providing constant system pressure while supplying the calculated flow rate.

c. Domestic Water Heating Systems:

- Domestic hot water for lavatory and sink fixtures requiring 120 +/- F hot water will be supplied from a heat exchanger interconnected with the campus steam loop.
- DHW system shall be circulated and returned to the heat exchanger by means of individual in-line circulating pump with building BMS control.
- All hot water and hot water return piping shall be insulated.
- All public lavatory faucets will be provided with a temperature-limiting device to limit the maximum outlet temperature to 120 F.

d. Plumbing Fixtures:

- All plumbing fixtures shall be low-flow water conserving type fixtures:
- Multiple-user restroom water closets shall be water efficient 1.28 GPF flushometer valve wall mount vitreous china with siphon jet action and elongated bowl with open front seat, in both accessible and conventional configurations as applicable.
- Urinals shall be water efficient 0.125 GPF “pint flush” flushometer valve wall mount vitreous china with washdown action, in both accessible and conventional configurations as applicable.
- Restroom lavatories shall be integral solid surface sinks with water efficient 0.5 GPM hot and cold water mixing valve type faucet, ADA compliant.
- All general use sinks shall be stainless steel self-rimming at plastic laminate countertop undermount at solid surface countertops.
- Staff counter sinks shall be accessible single bowl HW/CW with gooseneck faucet, 1.6 GPM.
- Kitchen sinks shall be accessible double bowl HW/CW with 1.8 GPM HW/CW kitchen faucet and ¾ hp garbage disposal.
- Interior drinking fountains shall be dual height stainless steel refrigerated type with recessed compressor.

e. Hose Bibbs:

Hose bibbs will be provided at a minimum in accordance with the following:

- Mechanical equipment rooms.
- One minimum on each exterior face. Maximum spacing will not exceed 150 feet.
- Emergency generator and fire pump rooms.
- Each toilet room.

f. Floor Drains:

Floor drains or floor sinks will be provided at a minimum for the following, or as specified by Code or local building authority.

- Mechanical equipment rooms, including cooling tower well.
- Each toilet room.
- Fire pump room.
- HVAC pump room.
- Janitor closets.

2. Parking Garage
   a. Storm Drainage System:

      Complete drainage systems will be provided. System design based on 4.0 inches per hour rainfall intensity and on local code requirements. Maximum velocity to be 5 feet per second. Sump pumps will be provided for the drains at the ventilation shafts and where required when gravity drainage cannot occur. Sand/oil clarifier will be provided (if required) at discharge of parking garage storm drainage system.

   b. Sanitary Drainage System:

      Area drains for nuisance water shall be provided in parking garage. Sewage ejector will be provided to discharge area drains to sanitary sewer system.

   c. Hose Bibbs:

      Hose bibbs will be provided at each level of the parking garage:

# ATTACHMENT H

# Workplace Design Guidelines

County of Orange - Facilities Master Plan
June 2006
**Gensler** *Team*

**Modified February 24, 2016**
**by Griffin/LPA**

# Table of Contents


| | |
|---|---|
| I. Introduction | p. 3 |
| II. Workspaces | p.12 |
| III. Collaborative Spaces | p.27 |
| IV. Support Spaces | p.33 |
| V. Planning Considerations | p.41 |
| VI. Project Process | p.51 |
| VII. Toolkit | p.56 |

# I. Introduction

Overview p. 04
Guiding Principles p. 05
Planning Concepts p. 08

# Introduction Overview

**The County of Orange is focused on improving the quality, functionality, and cost effectiveness of its work and public spaces.** In support of this objective, the County has developed this set of Workplace Design Guidelines, which are intended to provide direction on how to plan space.

Design Guidelines differ from standards in that they enable groups to tailor the design of their spaces, when necessary, to meet their unique requirements. **These guidelines are based on research into the work practices of the County of Orange as well as best practices from other counties, public entities, and the private sector.**

This document provides detailed information on project process, specific space planning recommendations, and tools to support the planning process. Each of the sections is organized to educate both seasoned project team members and newcomers, and to provide comprehensive resources to assist each project team from pre-design through occupancy.

Please note that for any space being planned, all involved parties must carefully take into consideration all applicable codes be they building, exiting, fire, ADA or HIPAA. This will ensure the most successful project outcome.

**Why should guidelines be used?**

The ultimate goal of the guidelines is to provide a comprehensive tool that takes into consideration all aspects of the project process and aids in expediting pre-construction decision making. These guidelines are designed to accomplish this by:

- Providing a **consistent approach to workplace design** across locations
- Communicating **functional and aesthetic considerations** that should be integrated into our spaces
- Reinforcing our belief that **space is a tool that can support the organization and work process**
- Enabling early, **well-informed decision making** to limit errors and reduce the cost of change
- Providing a guide against which to **evaluate current sites and determine necessary upgrades**

# Introduction Guiding Principles

Throughout the course of every design project there are countless decisions to make – from what size offices to plan to how many conference rooms are needed. The Guiding Principles for the County of Orange provide a set of principles that can help the project team evaluate options throughout the project.

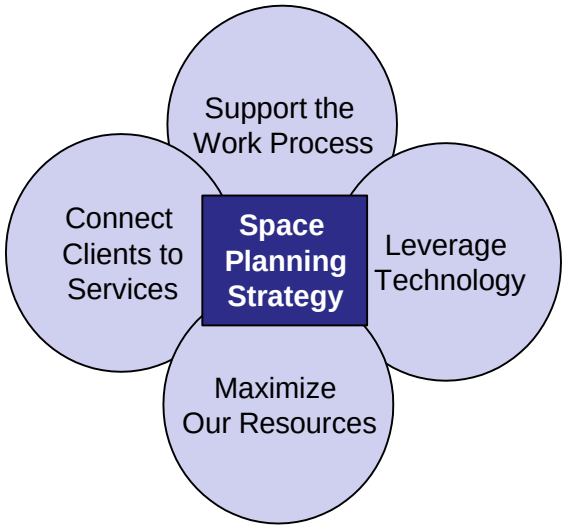
**Guiding Principles**

- **Each of our facilities should reflect the County's values.** The attributes of our mission statement should be communicated to employees and visitors alike when they enter our offices.

- Our spaces should **demonstrate respect for the individual and the work they seek to accomplish.** We believe every member of our organization contributes to our overall performance.

- **Our workplaces should be safe, healthy and secure for everyone who works in them and visits them.** All employees should have a clean and well maintained environment. A healthful environment also means ensuring that our employees are kept from harm's way through appropriate security measures and strict adherence to safety precautions.

- Each of our facilities should **support our service delivery** by making it easy to access services and creating a supportive relationship between the County and its customers.



# Introduction Guiding Principles

## Guiding Principles *continued*

- **Our workplaces need to be flexible enough to support the evolution of how we will work over time.** It should be easy for us to move individuals, teams, and support functions, re-purpose spaces, and expand and contract our headcount. Moveable walls and partitions, flexible technology infrastructure, and universal workstation sizes are some of the ways in which this can be accomplished.

- Finally, our spaces should enable us to maximize our resources by being **cost effective, efficiently planned and, whenever possible, environmentally conscious.**

# Introduction Planning Concepts

**Planning concepts are used to support the attributes and values we seek to enhance in our work environment** and the ultimate goal of improving the quality of life in Orange County. These concepts describe attributes of the space, how it should function and how it should be incorporated into the workplace. Although there are many types of planning concepts, the following are those that we believe are key components within County environments.

**Planning Concepts:**

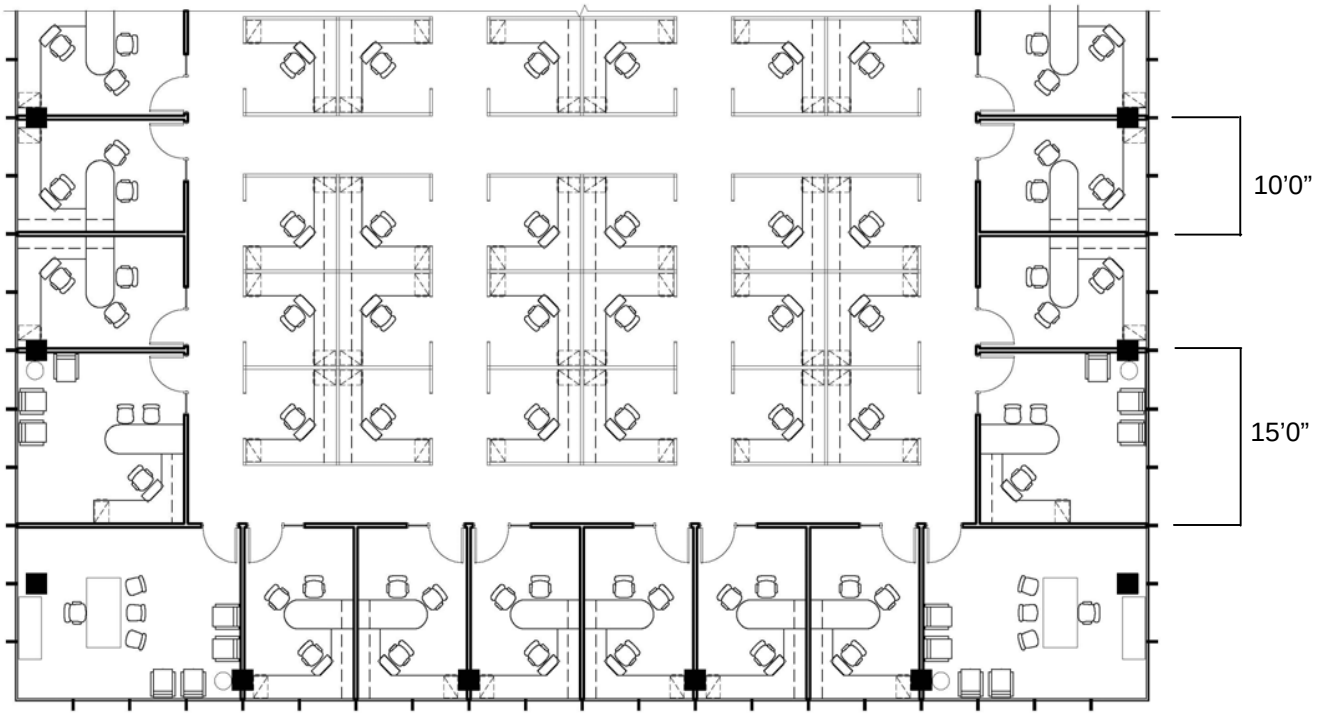
- Universal Plan
- Work Groups
- Kit of Parts Approach
- Healthy Work Environment

# Introduction Guiding Principles

## Universal Plan

The term “Universal Plan” refers to the concept of **utilizing consistent ”modules” in the planning of space**. Using consistently sized workstations and offices allows us to most effectively respond to change (otherwise known as churn) in the organization. Moving people (and sometimes entire departments) rather than walls or workstation panels allows change to occur more smoothly and minimizes downtime and cost that can affect productivity. The planning module is typically derived from the module of the building; this maximizes efficient use of space by coordinating building elements and workplace elements.

For purposes of these guidelines, **a building module of five (5) feet has been assumed.** Buildings will typically be based upon a module of 4-5 feet and the **guidelines should be adjusted accordingly to maximize the efficiency of that particular facility.**

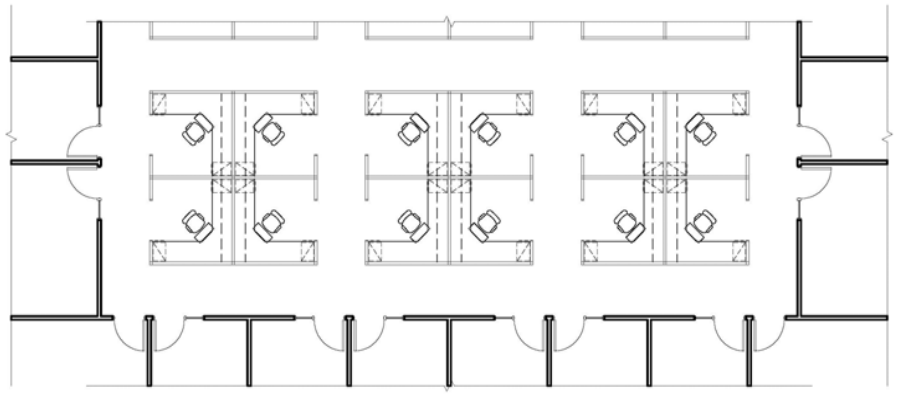


# Introduction Guiding Principles

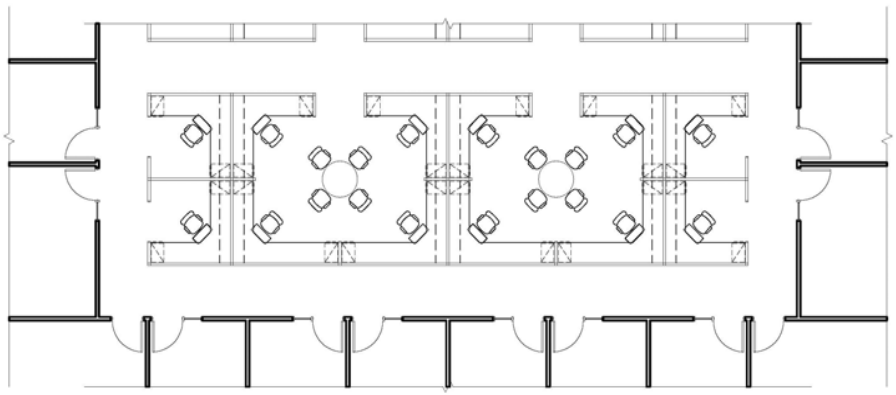
## Work Groups

Work Groups, also known as Neighborhoods are incorporated into the workplace to position team members close to one another, essentially with direct line of sight, and to **promote collaboration and knowledge sharing**. Neighborhoods create centers of activity within the workplace and can help to minimize large expanses of workspaces as well as limit overall noise levels within the office. Neighborhoods are generally arranged as avenues or cul-de-sacs depending on the floorplate size and configuration, efficiency of the building and desired environment.

- Workspaces arranged in a grid-like fashion to allow circulation to flow freely through the neighborhood are **avenues.**
- Workstations arranged so that one end of the configuration is closed to through circulation are **cul-de-sacs.**
- The center circulation area of both avenues and cul-de-sacs are often fitted with **storage islands or informal seating** to enable and encourage impromptu team meetings.



Avenue Configuration



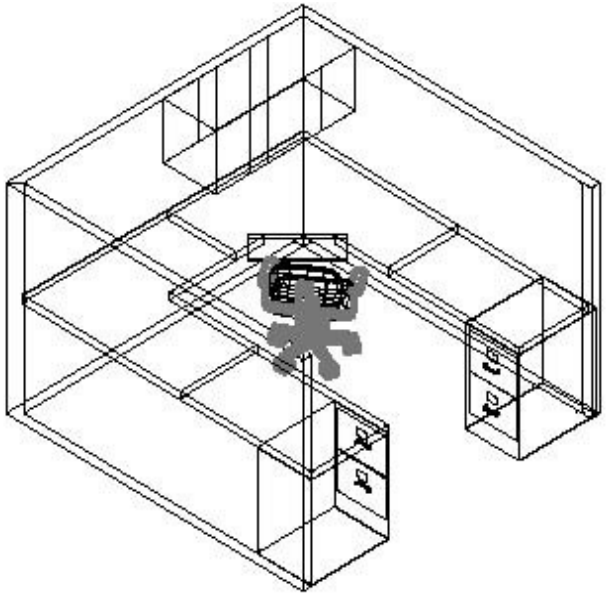
Cul-De-Sac Configuration

# Introduction Planning Concepts

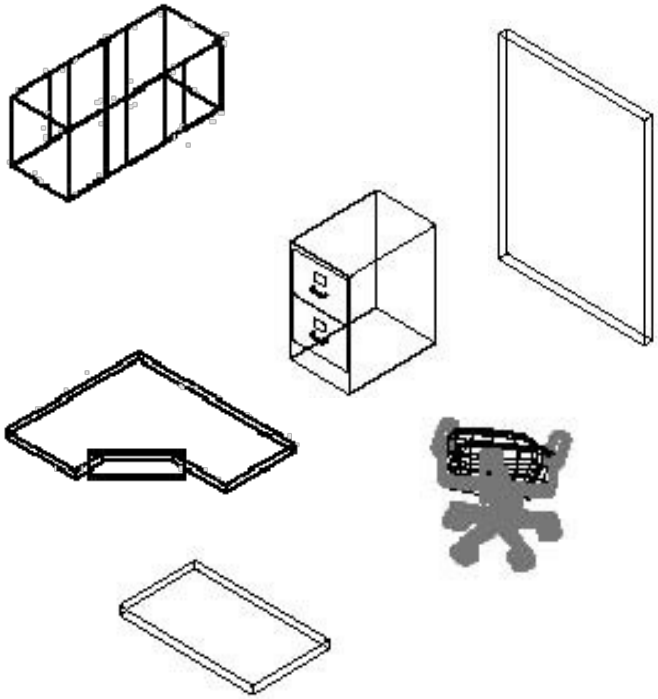
## Kit of Parts

The concept of “Kit of Parts” works in conjunction with the universal planning approach to **maximize flexibility in the workplace environment**. Some of the attributes of the Kit of Parts concept are as follows:

- Use a modular approach to furniture solutions.
- Minimize the number of panel sizes and heights.
- Standardize parts so they are interchangeable across different locations.
- Keep color simple and neutral to extend the life of the product (use paint or artwork to articulate the personality of the space).



Typical Workstation Configuration



Kit of Parts

# Introduction Guiding Principles

## Healthy Work Environment

A healthy work environment is integral to work performance. Below are some planning strategies that will help support the healthfulness of the County's workspaces:

- **Utilize ergonomic furniture** in all new and renovated County facilities.
- **Maximize access to light** by using glass on office fronts or sidelights (if budget allows for it) and/or by placing offices on the interior (see diagram below).
- **Incorporate environmentally friendly materials**, such as Low VOC paints, that contribute to employee well-being.

Traditional planning practice of locating offices along the building perimeter with internal open office and core support functions

Alternate planning practice of internalizing enclosed office space to maximize light into the space

# II. Guidelines: Workspaces

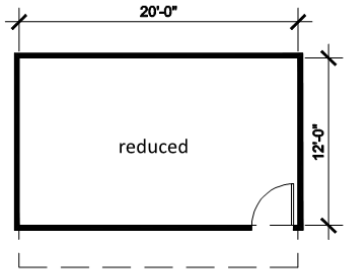

| | |
|---|---|
| Overview | p. 13 |
| Private Offices | p. 14 |
| Workstations | p. 21 |

# Workspaces Overview

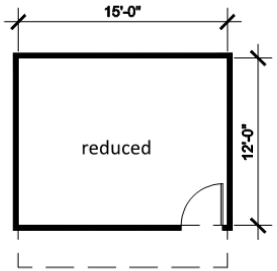
**This section provides guidelines for the design and integration of private offices and workstations.** One key planning decision is the type and ratio of work spaces (i.e.open-to-closed) that is selected, which must be carefully aligned with the functions of the department or group in question. To help guide this decision-making process, this section includes guidelines for the type and size of workspace recommended for each job function.

**2013 County Standards Update – Based on** 260 gsf **per person - 25% of total square footage to be private offices**

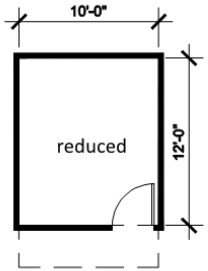
Office 'A'
240 Square Feet (20' x 12')




Office 'B'
180 Square Feet (15' x 12')



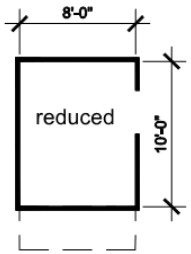

Office 'C'
120 Square Feet (10' x 12')



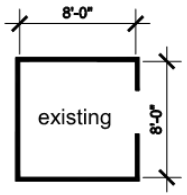

**PRIVATE OFFICE SIZES**
The team recommends that County department environments be designed utilizing three private office sizes, each of which can be configured with specific furniture and equipment to meet the functional needs of user. This approach will result in workspaces that are consistent and easier to design, and will ultimately save time, space and costs. The three office sizes depicted can be configured with a variety of furniture arrangements to support the varied work patterns of all County employees.

**2013 County Standards Update – Based on** 260 gsf **per person - 75% of total square footage to be workstations**

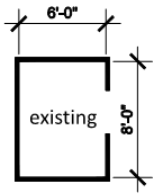
WS 'A'
80 Square Feet (8' x 10')



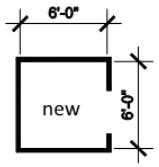

WS 'B'
64 Square Feet (8' x 8')




WS 'C'
48 Square Feet (6' x 8')




WS 'D'
36 Square feet (6'x6')




**OPEN WORKSTATION SIZES**
The team recommends that County departments design work environments using four workstation types, each of which can be configured with furniture and equipment to meet the functional needs of the user. This approach will result in workspaces that are consistent, easier to design, and will save time, space and costs. The four workstation sizes depicted can be configured with a variety of arrangements to support the varied work patterns of County employees.

# Workspaces Private Offices

Given that the work process of some individuals requires an enclosed work space to support private and confidential job functions, a variety of private office types are identified here.

While private offices can support specific functional needs, high concentrations of offices can also be detrimental to collaboration and mentoring. Often, a small conference room can alleviate the need for individual offices while maintaining an open, collaborative environment within the workplace. It can be beneficial to to look closely at the specific job functions within your department during the pre-planning phase in order to determine the appropriate allocation of offices within the workplace.

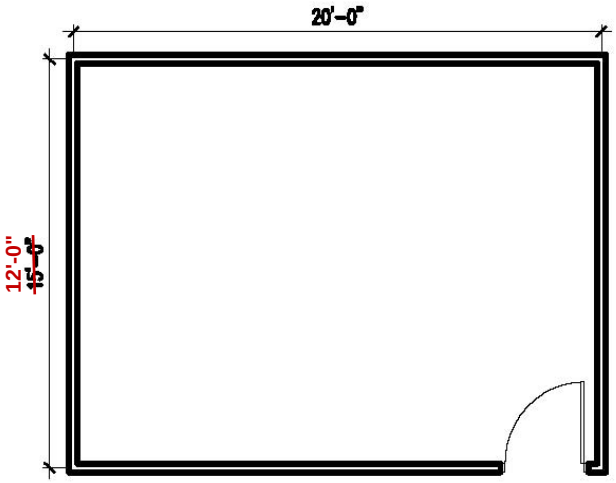
**Guidelines for Office Planning:**

- Office sizes range from ~~100~~ 120 to ~~300~~ 240 square feet.
- Offices are provided to individuals with a demonstrated need for daily privacy and confidentiality.
- Locate offices supporting highly confidential activities away from public spaces within the workplace.
- Locate offices in departmental clusters when possible.
- Arrange furniture to most appropriately serve the functional needs of individual occupants.
- Provide adequate clearance within the office for accessibility of the occupant and guests.

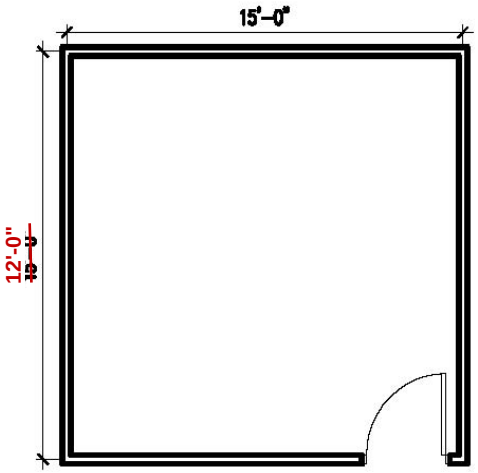
# Workspaces Private Offices

**It is recommended that County departments use ~~four~~ three office sizes**, each of which can be configured with specific furniture and equipment to meet specific user needs. The four office sizes are depicted below and are shown with a variety of arrangements, to support the varied work patterns of County employees, on the following pages.

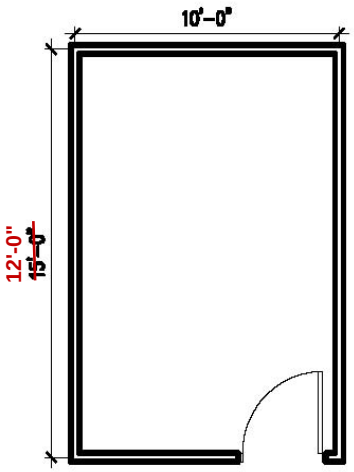
**Office A** 20' x 12'
~~300~~ 240 Square Feet (~~15' x 20'~~)



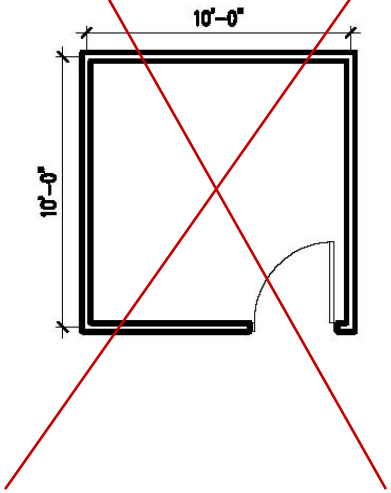

**Office B** 15' x 12'
~~225~~ 180 Square Feet (~~15' x 15'~~)




**Office C** 10' x 12'
~~150~~ 120 Square Feet (~~10' x 15''~~)




**Office D**
100 Square Feet (10' x 10')



# Workspaces Private Offices

240 SF

Assigning individual workspace is an important part of the planning of any work environment. **Smaller offices** (C & D categories) **will be used more frequently as they adequately support a broader range of job functions.** In contrast, larger offices (A & B categories), particularly, the ~~300 SF~~ will be used in small numbers and only for Department or County Leadership. **A typical floor build out will be 25% private offices.**

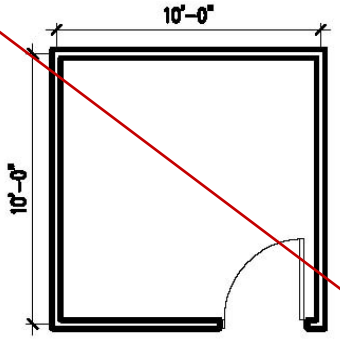
**Private Offices**

- **Office A:** 240 SF ~~300 SF~~
  - Division and Department Heads
- **Office B:** 180 SF ~~225 SF~~
  - Division and Department Senior Leadership
  - Leadership job functions that require frequent in-office meetings with internal teams and/or outside consultants, vendors, and officials
- **Office C:** 120 SF ~~150 SF~~
  - Department Managers
  - Managerial job functions that require frequent in-office supervisory meetings, often with two or more employees at a time
- ~~**Office D: 100 SF**~~ **This section moved to Workstations: 80 SF (see page 23)**
  - Analytical and Confidential Professional Staff
  - Job functions that require frequent individual analytical work that necessitates privacy and auditory confidentiality. ~~Enclosed, secure offices also allow~~ for additional security for files and information **Higher panels with sliding door allows**

# Workspaces Private Offices

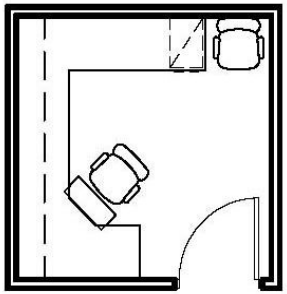
NOT USED

### 100 Square Feet Footprint (10’ x 10’)



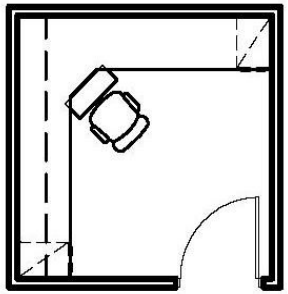

### Space Layout Options

**1. Traditional Layout**



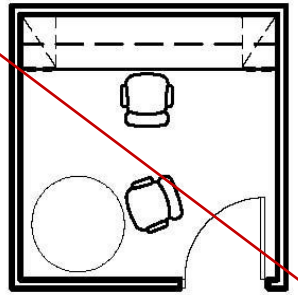
- Space for 1 on 1 interviews
- Enclosed for confidentiality

**2. Concentrated Work Layout**



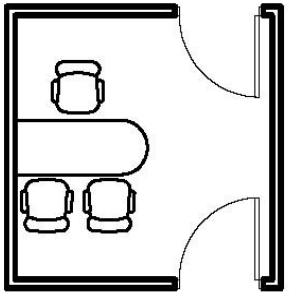
- Maximum desk area
- Enclosed for confidentiality

**3. Collaboration Layout**



- Small meeting area
- Enclosed for confidentiality

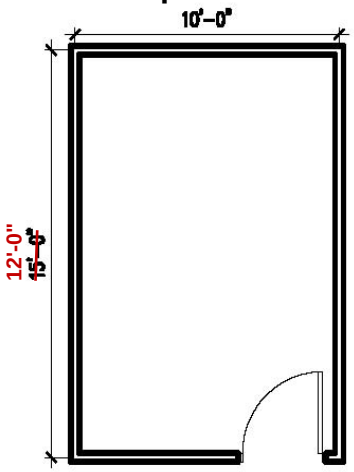
**4. Interview Layout**



- Small meeting area
- Enclosed for confidentiality

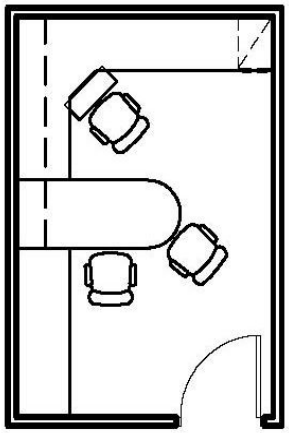
# Workspaces Private Offices

**120 ~~150~~ Square Feet Footprint (10' x 12' ~~10' x 15'~~)**



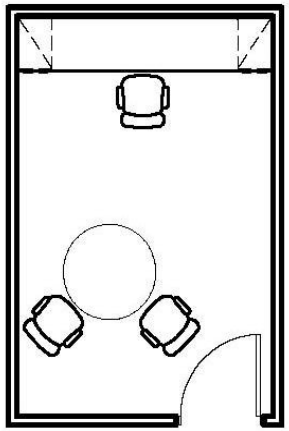

## Space Layout Options

**1. Collaborative Layout**



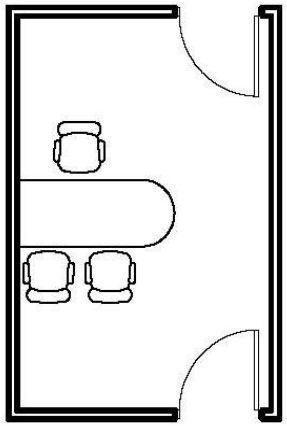
- Meetings of 2-3
- Enclosed for confidentiality

**2. Meeting Layout**



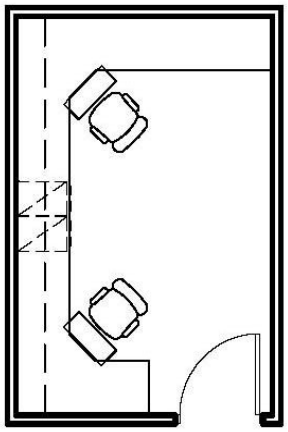
- Separated work area
- Meetings of 2-4
- Enclosed for confidentiality

**3. Interview Layout**



- Additional entry for security
- Interviews of 2-3
- Enclosed for confidentiality

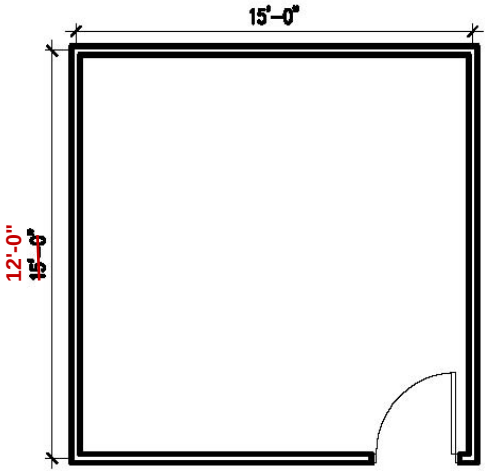
**4. Shared Layout**



- Flexibility to accommodate 2+ staff
- Enclosed for confidentiality

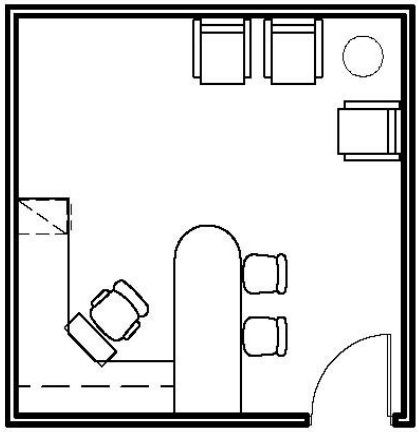
# Workspaces Private Offices

**180 ~~225~~ Square Feet Footprint (15' x 12' ~~15' x 15'~~)**



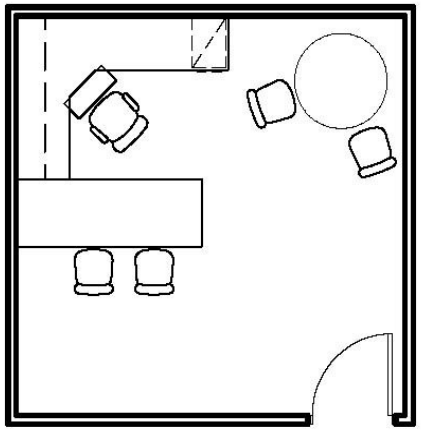

## Space Layout Options

**1. Collaborative Layout**



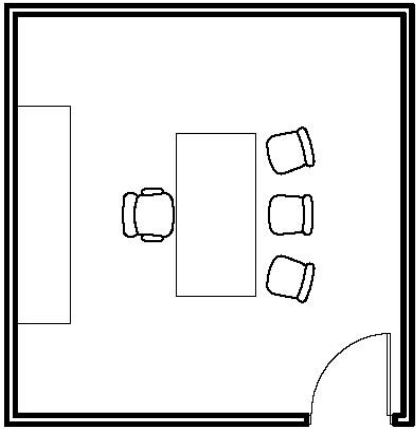
- Meetings of 2-3
- Casual and formal meeting area
- Enclosed for confidentiality

**2. Traditional Layout**



- Meetings of 2-4
- Formal meeting area
- Enclosed for confidentiality

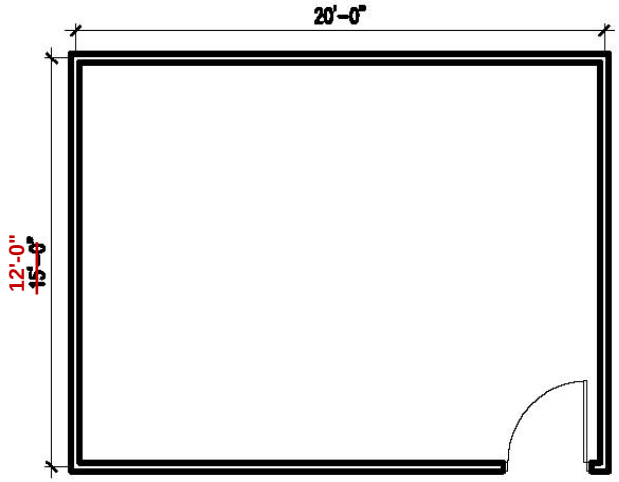
**3. Traditional/Formal Layout**



- Meetings of 2-4
- Enclosed for confidentiality

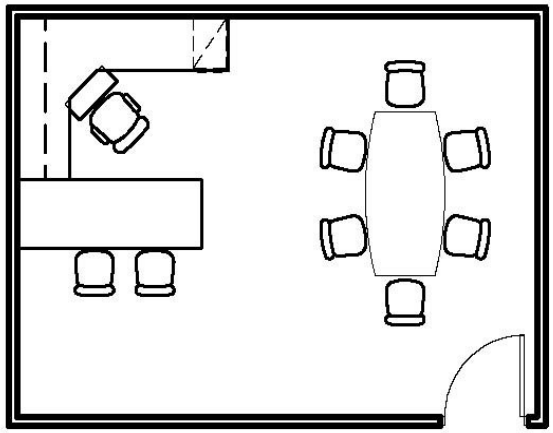
# Workspaces Private Offices

240 ~~300~~ Square Feet Footprint (20' x 12' ~~15' x 20'~~)



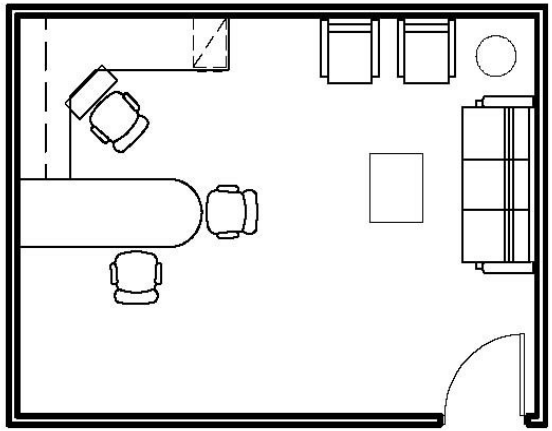

## Space Layout Options

**1. Traditional Layout**



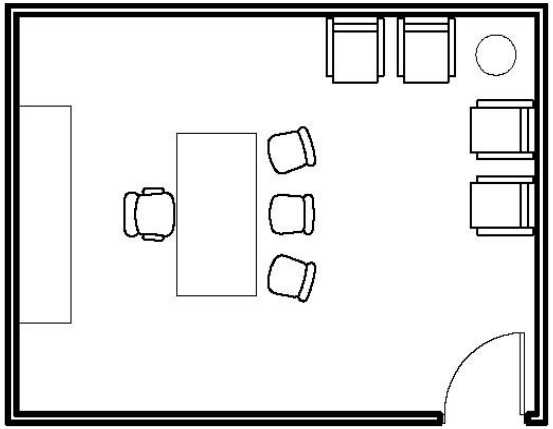
- Meetings of 4-6
- Formal meeting area
- Enclosed for confidentiality

**2. Collaborative Layout**



- Meetings of 2-3
- Casual and formal meeting area
- Enclosed for confidentiality

**3. Traditional/Formal Layout**



- Meetings of 2-4
- Casual meeting area
- Enclosed for confidentiality

# Workspaces Workstation

In most County departments ~~between 50% and 80%~~ 75% of staff will be in workstations. These open environments, if well planned, can provide for both teaming and collaboration as well as focused “heads down” work. It is important to plan for areas, such as small conference rooms, that staff in workstations can use for confidential or potentially disruptive conversations. While it is generally recommended that lower panel heights (i.e. 48” high) be used to increase access to light and teaming, groups that interview or meet with clients in their workstations should have higher panel heights (i.e. 66” high) for added visual privacy.

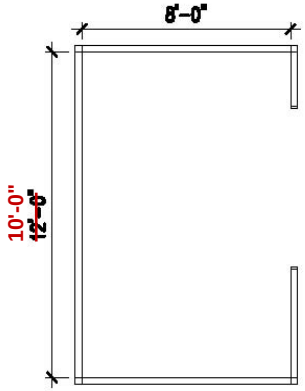
**Guidelines for Workstation Planning:**

- Workstation sizes range from ~~48 to 96~~ 36 to 80 square feet.
- Most work processes can be accommodated in 64 SF workstations.
- Determine workstation panel heights based on functional needs (*see Toolkit section*).
- Provide sufficient clearance for ingress and egress. This is particularly critical for groups that conduct client meetings within their workspaces.
- Use interview rooms and conference rooms on an as-needed basis for concentrated work and personal privacy when required
- Arrange workspace so that adjacent occupants are not all facing each other, this will allow occupants to concentrate more easily.

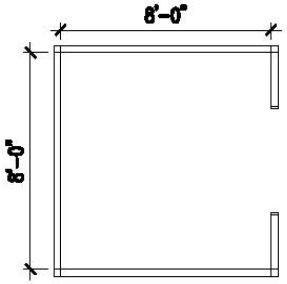
# Workspaces Workstation

**It is recommended that County departments use three workstation types**, each of which can be configured with furniture and equipment to meet specific user needs. The three workstation sizes are depicted below and are shown with a variety of arrangements, to support the varied work patterns of County employees, on the following pages.

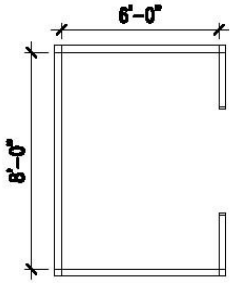
**WS A: ~~96~~ 80 Square Feet**



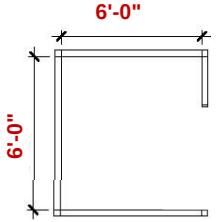

**WS B: 64 Square Feet**




**WS C: 48 Square Feet**




**WS D: 36 Square Feet**



# Workspaces Workstation

**Workstations**

- **Workstation A: ~~96~~ 80 SF**
  - Caseworkers and professional staff that frequently meet with clients in their individual work area, but do not need significant auditory privacy for the daily function of their job.
  - Job functions that require frequent interaction and collaboration with colleagues.

**- Analytical and Confidential Professional Staff.**
**- Job functions that require frequent individual analytical work that necessitates privacy and auditory confidentiality. Higher panels with sliding doors allows for additional security for files and information.**

- **Workstation B: 64 SF**
  - Administrative and professional staff
  - Job functions that require frequent interaction and collaboration with colleagues, and do not have frequent meetings with clients within their workspace.

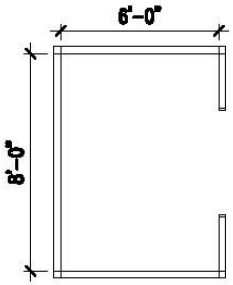
- **Workstation C: 48 SF**
  - Clerical, support and field work staff **requiring more storage and layout space**
  - Job functions that spend much of their workday outside of the office, or within the office, but away from their individual workstation.

**Workstation D: 36 SF**

**- Clerical, support and field work staff, requiring minimal storage and layout space**
**- Job functions that spend much of their workday outside of the office, or within the office, but away from their individual workstation.**

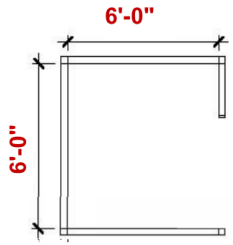
# Workspaces Workstation

**48 (6’ x 8’) Square Feet Footprint**



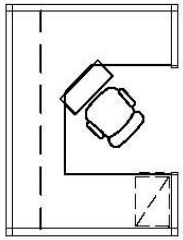

**36 (6' x 6') Square Feet Footprint - similar**
**(2) L-shaped or (3) Spline Configuration**

**WS D: 36 Square Feet**



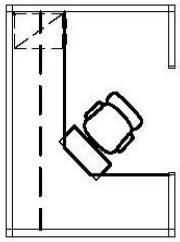

**Space Layout Options**

**1. C-shaped configuration**



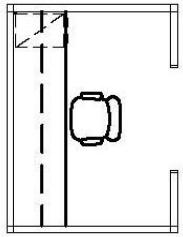
- Maximum worksurface

**2. L-shaped configuration**



- Greater openness and clearance

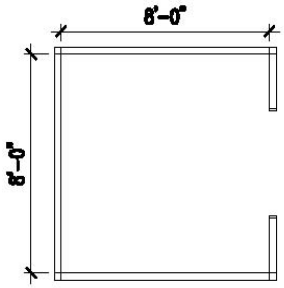
**3. Spline Configuration**



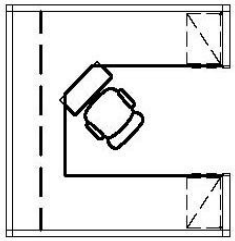
- Can accommodate additional file, tackable wall, or guest chair

# Workspaces Workstation

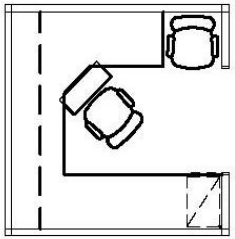
## 64 (8’ x 8’) Square Feet Footprint



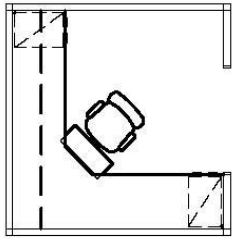

## Space Layout Options



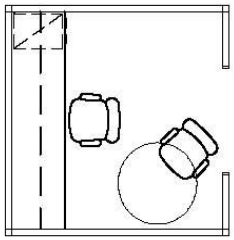
Space Attributes:
• C-shaped configuration



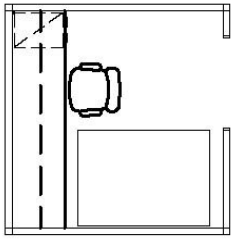
Space Attributes:
• C-shaped configuration
• Guest chair



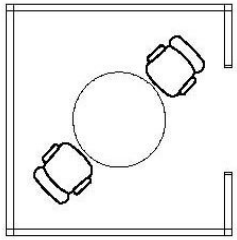
Space Attributes:
• L-shaped configuration



Space Attributes:
• Spline configuration
• Conference area
• Guest chair



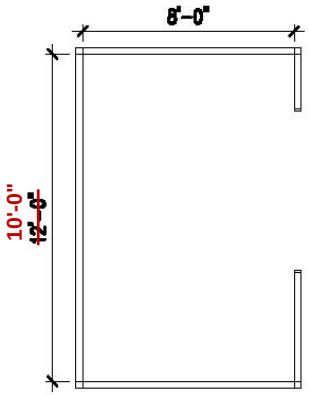
Space Attributes:
• Spline configuration
• Drafting layout



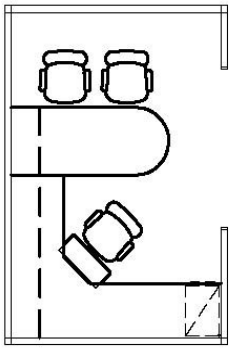
Space Attributes:
• Space for 1 on 1 meetings

# Workspaces **Workstation**

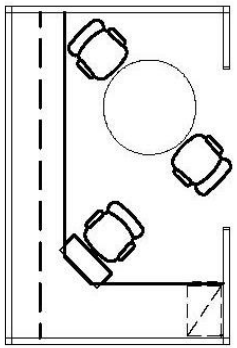
**80 8' x 10'**
**~~96~~ (~~8' x 12'~~) Square Feet Footprint**



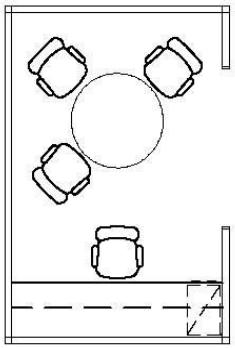

**Space Layout Options**



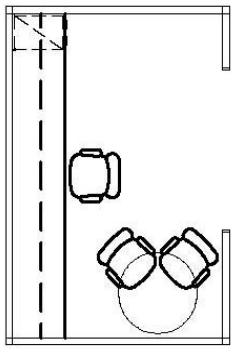
Space Attributes:
- C-shaped configuration
- Collaborative layout
- Guest seating



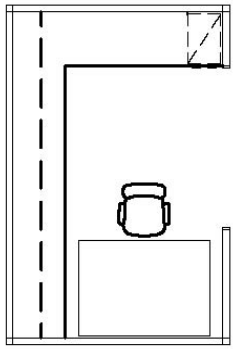
Space Attributes:
- L-shaped configuration
- Conference area
- Guest seating



Space Attributes:
- Wing configuration
- Conference area
- Guest seating



Space Attributes:
- Spline configuration
- Conference area
- Guest seating



Space Attributes:
- L-shaped configuration
- Drafting layout

# III. Guidelines: Collaborative Spaces


| | |
|---|---|
| Overview | p. 28 |
| Conference Rooms | p. 29 |
| Interview Rooms | p. 31 |

# Collaborative Spaces Overview

It is recommended that County workplaces be designed to **provide a variety of spaces for formal, scheduled meetings, as well as, impromptu meetings and information exchange** in order to support knowledge sharing and collaboration.

This section provides detailed guidelines for the design of major collaborative spaces, including:

- Conference Rooms
- Interview Rooms

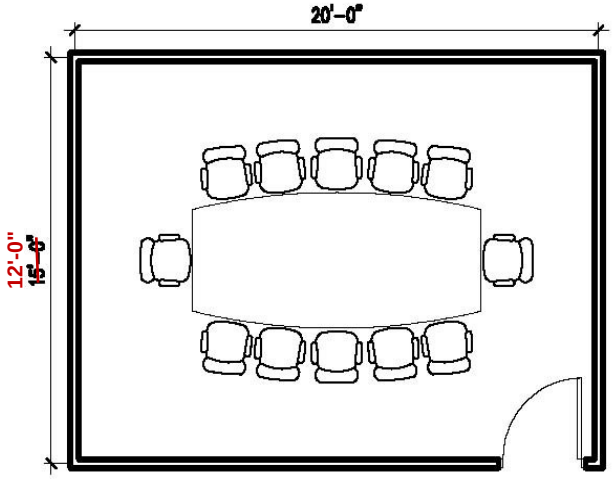
# Collaborative Spaces Conference Rooms

Conference rooms provide a comfortable place to present information and share knowledge with team members, colleagues, clients and visitors. It is increasingly important to acknowledge that information and knowledge is shared in any number of ways: formal or informally, scheduled or unscheduled. Incorporating available technology will allow users to have continuous connectivity to the County of Orange network and Internet while working away from individual work spaces. Careful consideration should also be given to the quantity of conference rooms provided, their locations throughout the space and their configurations.

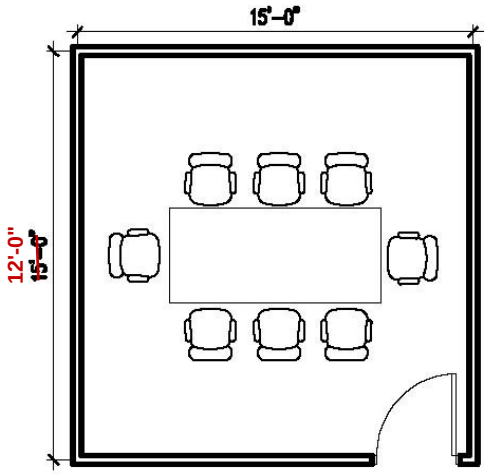
**Guidelines for Conference Room Planning:**

- To ensure convenient access to all, conference rooms should be dispersed throughout the workspace and shared whenever possible.
- Determine quantity and variety of conference spaces based on frequency of departmental meetings and user population.
- Allocate a minimum of 25 square feet / person.
- Typical conference room sizes:
  - **- 100 sq. ft. (4 people)** **120** ~~150 – 200~~ sq. ft. (6 ~~to 8~~ people)
  - **- 240 sq. ft. (10 to 12 people)** **180** ~~250 – 300~~ sq. ft. (~~10 to 12 people~~)**(8 to 10 people)**
  - 450 – 500 sq. ft. (18 to 20+ people)

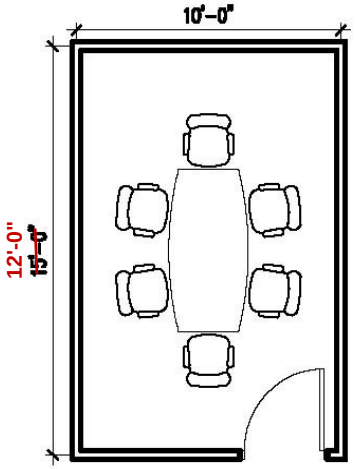
# Collaborative Spaces Conference Rooms



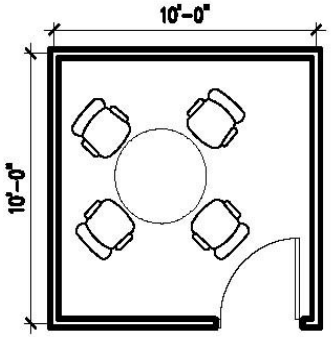

**Conference A: ~~300SF~~ 240 SF**
- 10-12 people




**Conference B: ~~225SF~~ 180 SF**
- 8-10 people




**Conference C: ~~150SF~~ 120 SF**
- 6 people




**Conference D: 100SF**
- 4 people

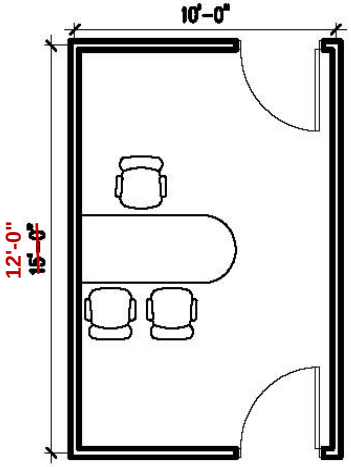
# Collaborative Spaces Interview Rooms

Interview Rooms are areas within the workplace in which small meetings or interviews with the public or other departments may occur. Interview Rooms typically occur in close proximity to the Reception/Waiting Area of the department and may have special security or layout requirements based upon the intended use of the space. **Many departments are choosing to have more interviews and small client meetings in their offices or workstations, which may reduce the number of interview rooms required.**

**Guidelines for Interview Room Planning:**

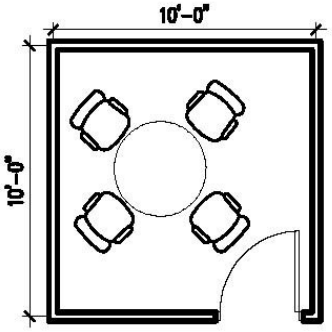
- Allocate 25 SF per person (i.e. 100 SF to accommodate 1 staff member and 2-3 visitors).
- Locate close to Reception/Waiting Area.
- Ensure accessibility and ADA compliance

# Collaborative Spaces Interview Rooms



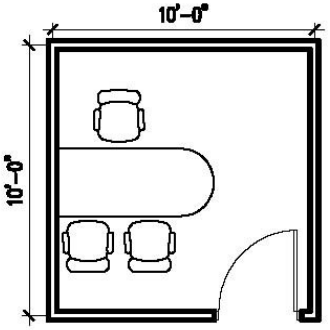

**Interview A: ~~150~~ 120SF**

- Formal arrangement




**Interview B: -100SF**

- Collaborative arrangement




**Interview B: (alt. Configuration)**

- Formal arrangement

# IV. Guidelines: Support Spaces


| | |
|---|---|
| Overview | p. 34 |
| Reception Areas | p. 35 |
| Public Counters | p. 37 |
| Copy/Supply & Workrooms | p. 39 |

# Support Spaces Overview

Support Spaces such as a Copy/Supply Rooms or Reception Areas are required elements in almost every work environment and, when carefully designed, they also present substantial opportunities to bring people together and maximize space utilization without limiting functionality.

This section provides detailed guidelines for the design of Support Spaces, including:

- Reception Areas
- Public Counters
- Copy/Supply/Workrooms and other Support Spaces

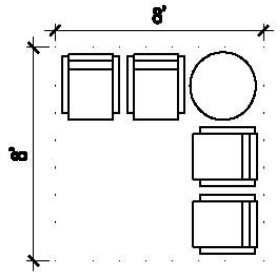
# Support Spaces Reception Areas

The reception areas welcome clients, visitors and employees while also serving as a waiting and gathering areas.

**Guidelines for Reception Areas Planning:**

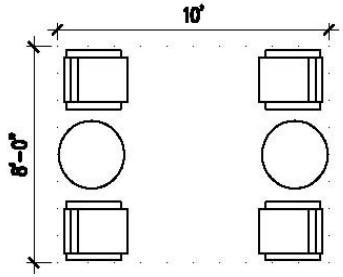
- Reception areas should project the “brand” of the County and department.
- Space should be inviting to clients and visitors.
- Reception areas should provide convenient access to restroom facilities.
- Reception areas should provide sufficient room for the number of visitors anticipated.
- Receptionist is typically required to serve as a monitor for the entry, which requires clear line-of-sight access.

# Support Spaces Reception Areas



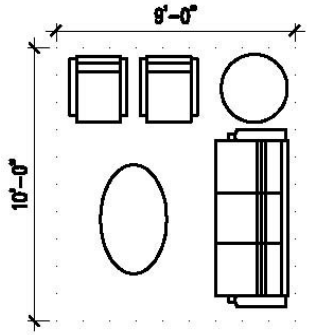

**Small Reception A: 64SF**

- Fits within 8x8 module
- Accommodates up to 4



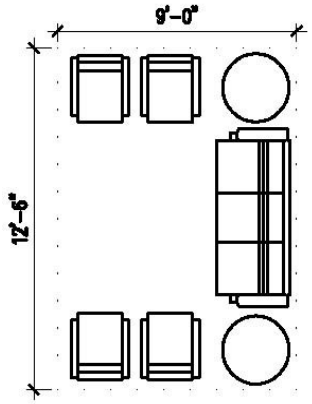

**Small Reception B: 80SF**

- Fits within 8x12 module
- Accommodates up to 4




**Small Reception C: 80SF**

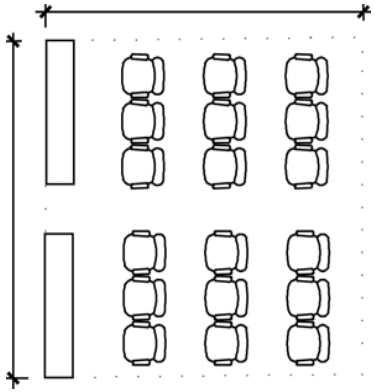
- Fits within 8x12 module
- Accommodates up to 5




**Medium Reception- Approx. 112SF**

- Fits within 15x15 module (incl. circ.)
- Accommodates up to 7

*Note: Additional circulation area is required when these layouts are used within a room or in combination with workstations.*



**Large Reception Areas Approx 160-200 SF**

- Reception areas with a capacity of 10 or more can be planned based on a metric of 20-25 SF per person.
- Departments such as Probation and HSS may prefer smaller, fixed seats to ensure visibility and maximize efficiency.

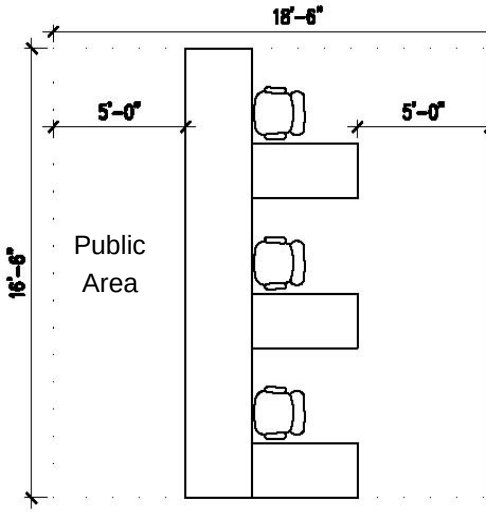
# Support Spaces Public Counters

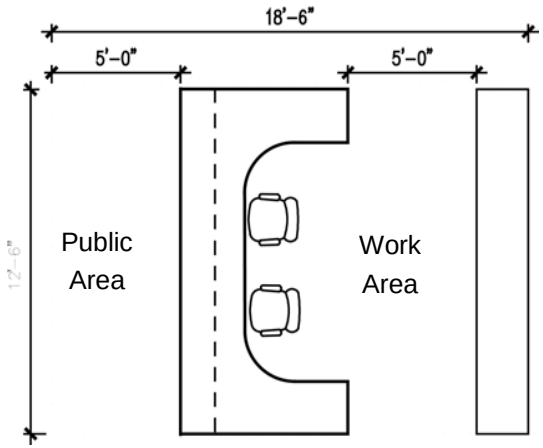
The size and configuration of public counters will depend on the number of daily visitors to the counter, the type of service provided and the desired number of staff to support the counter function. Larger departments with counter functions may necessitate multiple counters to conveniently serve the community while smaller departments may require only a single counter area. As public counters typically serve the public, they should be located conveniently and be easily identified.

**Planning Guidelines for Public Counters:**

- Design public counters to enable staff to serve customers and to perform non-public facing work at slower periods.
- Size public counters to accommodate necessary printed materials and to allow for needed layout or collating space.
- Use glass where needed as a barrier between staff and public lobbies or reception areas.
- Ensure all public counters are ADA compliant.

# Support Spaces Public Counters




- Approximately 300 SF
- Does not include additional queue area
- Accommodates up to 3+ staff

- Approximately 250 SF
- Does not include additional queue area
- Accommodates up to 2+ staff

Notes:
- Diagrams are intended as suggestions for layout.
- Larger capacity spaces should be based upon these modules
- Additional circulation area is required when these layouts are used within a room or in combination with workstations.

# Support Spaces Copy/Equipment and Workrooms

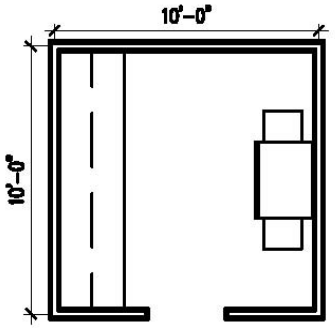
Pantry areas, reprographic rooms, file areas, supply areas, mail distribution areas and equipment areas are typical support spaces that are required to support a productive work environment.

**Guidelines for Reception Areas Planning:**

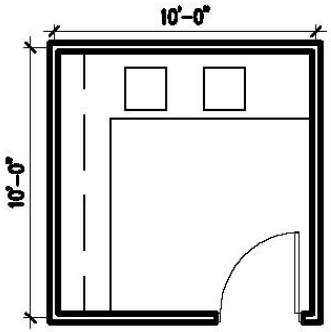
- Co-locate mail boxes, printers, copiers, fax machines and scanners with needed work areas to create centralized support areas
- Consider locating pantries and copy/equipment/work areas near on another in a central area to create a hub that is both easily accessible and encourages interaction between staff

# Support Spaces Copy/Equipment and Workrooms

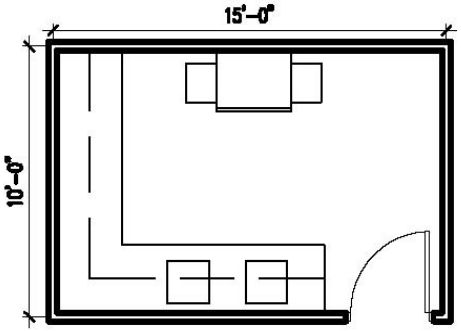
**Work Room Space Layout Options**




**Sml. Equipment/ Workroom A**
- Open work area
- Accommodates copy/print functions




**Sml. Equipment/ Workroom** (alt. layout)
- Enclosed work area
- Accommodates copy/print functions




**Medium Equipment/ Workroom**
Enclosed work area
- Accommodates copy/print functions

# Design & Planning Considerations


| | |
|---|---|
| Furniture | p. 42 |
| Acoustics | p. 46 |
| Adjacency | p. 47 |
| Power & Communication | p. 48 |

# Planning Considerations Furniture

**Systems Furniture**

Systems furniture is office furniture that has been designed in a **modular, kit of parts approach**. This allows workspaces to be built out as required to suit the needs of each workgroup while maintaining a level of flexibility not available through free standing 'traditional' furniture or hard wall construction.

Using this approach to office furniture selection will allow the County to create cohesion and equity in work environments countywide. In addition this approach will serve to integrate varied work spaces (private offices, workstations, conference rooms, public areas, etc.) and **facilitate flexibility of use and sharing of components within each facility**.

Systems furniture components typically include worksurfaces, seating, storage components, high and low wall panels, tables, credenzas and additional accessories. Coordination of furniture components with work process is essential.

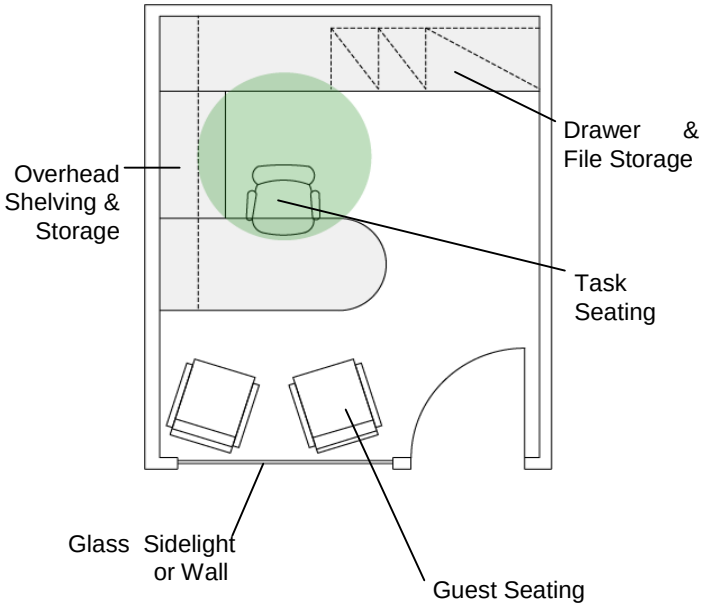
**Furniture Selection Considerations**

- Select a furniture system with a modular approach in which components can be easily reused or reconfigured.
- Select components that are ergonomically designed.
- Select components that use durable materials and are easily maintained.
- Select components that can accommodate long-range technology objectives.
- Consider the appropriateness of furniture components to the scale of the space.
- Consider the desired aesthetic and finishes.
- Consider the environmental and health impacts of selected materials and finishes.

# Planning Considerations Furniture

**Furniture Components**
Furniture will vary based on the specific needs of each job function as well as the space allocated. Private offices will generally include worksurface, task chair, guest chair and storage components. Workstations will generally include the worksurface, task chair, storage components and panels. Conference rooms will generally include tables, seating, credenzas, whiteboards and other equipment.

**Typical office furniture components**




Specific considerations include:

**Worksurfaces**

- Select an ergonomic edge detail
- Create a work area cockpit with a front, side and rear worksurface; provide clearance between the front and rear worksurface of 42-48 inches
- Match the depth of the worksurface to the technology and equipment being utilized
- Provide an adjustable worksurface section when appropriate
- Mobile tables are not recommended as a primary worksurface due to the danger of the table becoming top heavy

**Seating**

- Test multiple chairs for comfort and appropriateness prior to final selection
- Ensure the dimensions and quantity of chairs are appropriate. Confirm chair templates used in architectural plans reflect selected chair specifications
- Select task seating chairs with casters and significant ergonomic design elements, specifically lumbar support, pneumatic height adjustability, adjustable arms and adjustable back.
- Select guest seating chairs with casters and some ergonomic design elements, specifically lumbar support.

# Planning Considerations Furniture

**Storage Components**

- Provide under-worksurface storage/filing as required to support the work process without severely limiting knee space. Storage components can be used to support worksurfaces.
- Use overhead wall and panel-mounted shelving or storage cabinets to provide additional storage as needed.
- Freestanding filing, storage or shelving should be minimized as much as possible.
- Mobile pedestals are not recommended unless there is a need for frequent moving.

**Wall Panels (Workstations)**

- Select a panel height that supports the needs of each workgroup.
- To promote collaboration within a workgroup select a panel height that allows standing visual access, typically 42-54 inches in height.
- Select high performance acoustical panels to assist in the mitigation of sound.

**Tables**

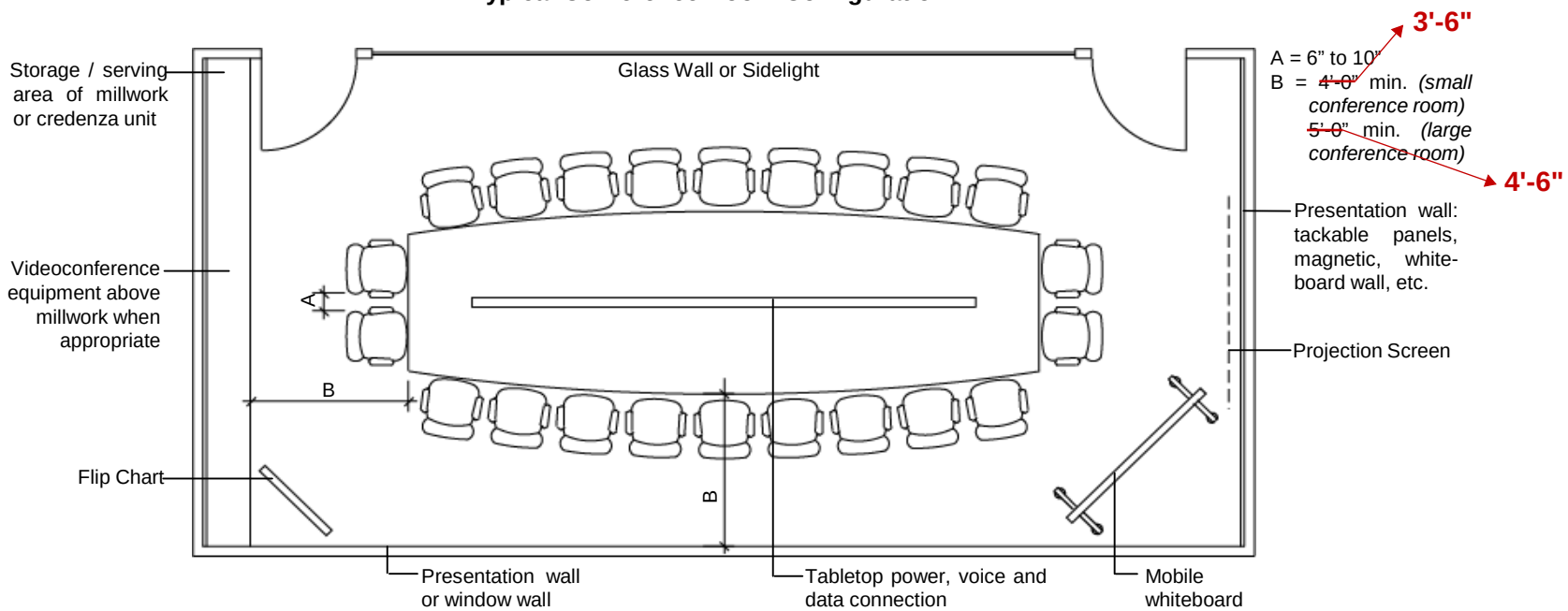
- Select conference room tables that will support the type and size of meetings anticipated.
- Fixed tables are recommended for:
  - rooms requiring tabletop power, voice and data connectivity
  - rooms in which the meeting type and usage will not vary
  - small conference rooms where the room size is prohibitive to furniture reconfiguration
- Mobile tables are recommended for:
  - rooms designated for multiple uses, such as meetings, training, staging, etc.
  - rooms with adequate space and clearance for the reconfiguration of tables and chairs
- Ensure the table leg size and spacing is compatible with chair size and quantity.
- Select an ergonomic edge detail.

# Planning Considerations Furniture

**Credenzas**

- Credenzas are typically located at one or both ends of the conference room to provide storage space and work surfaces for the distribution of materials, and service of food and beverages.
- Ensure the depth of the credenza surface is suitable for intended uses.
- Carefully consider the amount of storage space required.
- Allow sufficient clearance between credenzas and seating to allow passage of people and equipment.

**Typical Conference Room Configuration**



# Planning Considerations Acoustics

Design elements can have a significant impact on sound levels within the office. **A balanced combination of hard, sound-reflective surfaces and soft, absorbing surfaces helps to achieve a comfortable audio level in all work areas**. Special attention should be placed on acoustic considerations in conference rooms, interview rooms and private offices in which auditory confidentiality is important.

**Acoustic Considerations**

- Door and door frame
  - Solid core wood doors provide significant noise mitigation and are appropriate for rooms in which confidential conversations will take place.
  - Glass doors provide limited noise mitigation and should be gasketed whenever possible.

- Wall and panel construction
  - Parallel surfaces reflect sound and should be mitigated by the use of absorptive material on walls and panels.
  - Ceiling height walls provide only limited sound attenuation between adjacent rooms. Consider using sound batts when confidentiality and acoustic privacy are important.
  - Consider using sound buffering elements (ie. fabric covered walls or tackable wall panels) between large groups of workstations

- Ceiling materials
  - Fiberglass or mineral fiber acoustical tiles provide greater sound absorption than standard sheetrock ceiling. However, because of additional cost, these materials should only be considered for areas in which acoustics are crucial to the work process.

- Glass walls
  - Large expanses of glass magnify sound reflection. Therefore, when glass walls are used, caulking is required between the glass panels.
  - Fabric wall covering or wrapped tackable panels can absorb sound reflection form glass wall surfaces.

# Planning Considerations Adjacency

Work areas (offices, workstations, conference rooms, etc.) should be planned and configured to best serve the specific functional needs of each department. Understanding that each department will have varied adjacency and configuration needs, these general guidelines should be used to assist in development of workplace layouts.

**Adjacency and Configuration Considerations**

- Locate and orient workstations to take advantage of natural daylight.
- Screen workstations from conference and collaborative areas to mitigate distractions.
- Distribute conference rooms throughout the space and, where appropriate, proximate to intended users. Conference rooms that are frequently used to meet with outside visitors should be adjacent to the restrooms, pantry, and the lobby or department reception area.
- Provide easy access for visitors with disabilities and special needs to conference rooms and public areas.

# Planning Considerations Power & Communication

Coordination of space configuration and furniture with technology, equipment and power requirements is important to ensure the functionality, and flexibility of both individual workspaces and collaboration areas.

**Power & Communication Considerations**

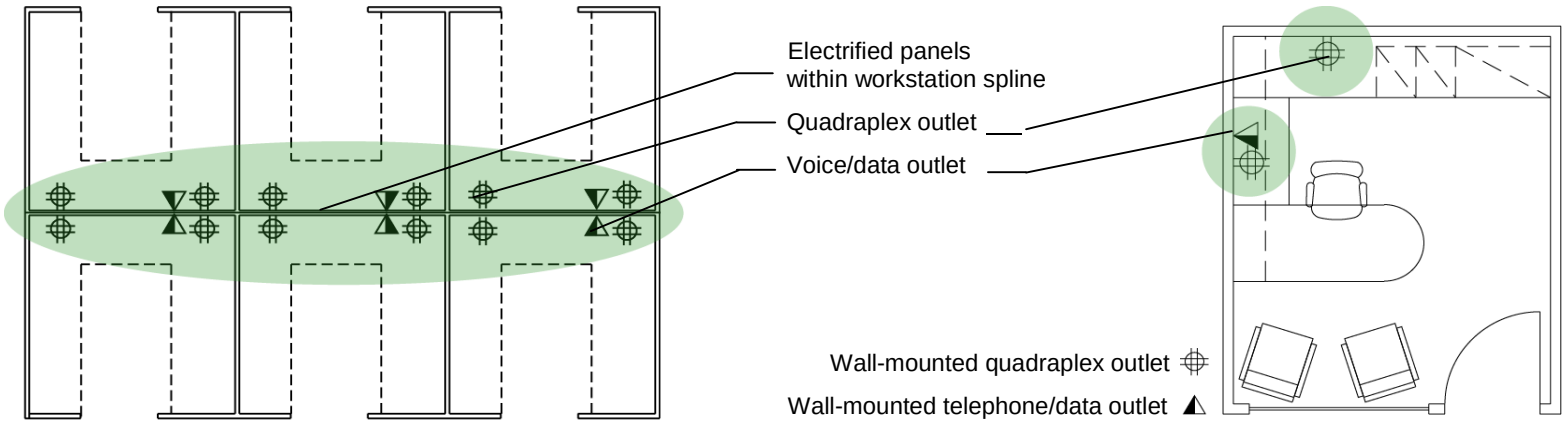
- Technology
  - Provide appropriate data outlets for the intended use of each workspace.
  - Consider incorporating network connectivity throughout the work space in order to increase the functionality and future flexibility of the space.
- Equipment
  - Identify standard equipment for all offices and workstations (ie. desktop phone, computer)
  - Identify non standard equipment that may be used in some offices or collaboration areas (ie. printers, TV, copy/fax, video conferencing, projection, speakerphone, or other specialized equipment)
  - Plan workspaces to allow adequate space, power and access for the standard and special equipment identified.
- Power
  - Provide wall-mounted power and data outlets in offices and workstations.
  - In conference rooms provide power and data outlets that are aligned with furniture and are designed to support meeting and presentation needs.
  - Be considerate of safety/access issues when coordinating outlet locations with furniture placement.

# Planning Considerations Power & Communication

**Office & Workstations**

In individual work spaces close coordination between the furniture, equipment, power, voice and data outlets is essential.

- Outlet mounting height and location considerations
  - Locate outlets above the worksurface if equipment will be connected and disconnected daily
  - Coordinate location of equipment and outlets to minimize cords along the worksurface
  - If outlets are provided below the worksurface, provide grommets at appropriate locations in the worksurface to support desktop equipment.
  - Take into consideration the wire management setup within the furniture system when locating outlets.
- Power minimums
  - Locate two duplex outlets at desk area.
  - Locate one duplex outlet accessible for convenience purposes.
- Data minimums
  - Locate standard voice/data configuration at desk.
  - Locate additional voice/data outlet for convenience purposes where appropriate.



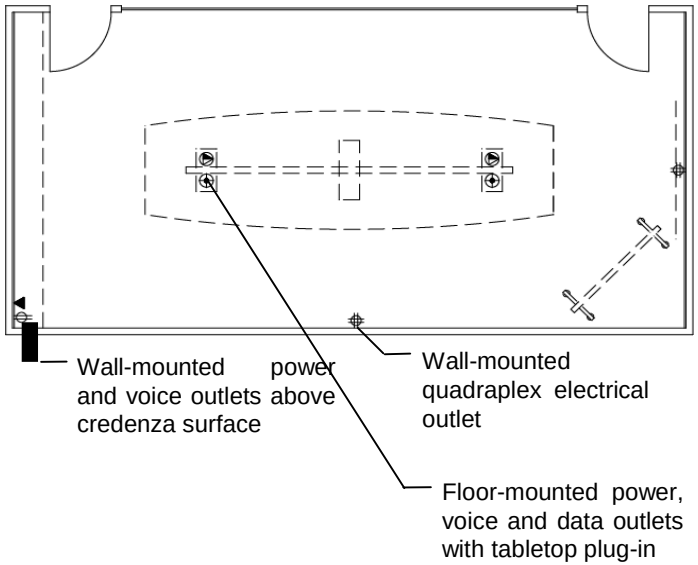
# Planning Considerations Power & Communication

**Conference & Meeting Rooms**

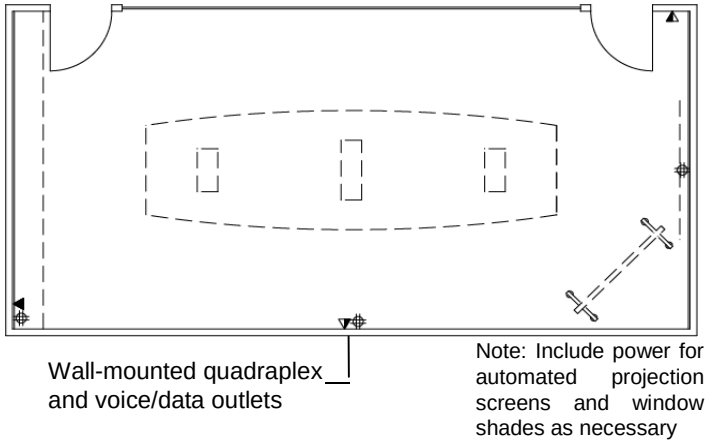
Close coordination between the furniture, equipment, power, and data outlets/ports is essential for providing a fully functional meeting space. Employees and visitors should be able to connect to power, voice and data with ease and minimal exertion. Careful consideration must be given to the standard equipment in a conference room as well as equipment regularly brought in by individuals to determine the correct placement and quantity of outlets.

- Floor-mounted outlets are required for tables with integrated power, voice and data ports at tabletop height.
- Wall mounted outlets should be used in rooms with fixed tables. Wall mounted outlets should be located above credenza surface where appropriate.
- Both wall and floor mounted outlets should be used in rooms with mobile tables in order to maximize flexibility.

**Power/data integrated into the table**




**Power/data available only at wall locations**



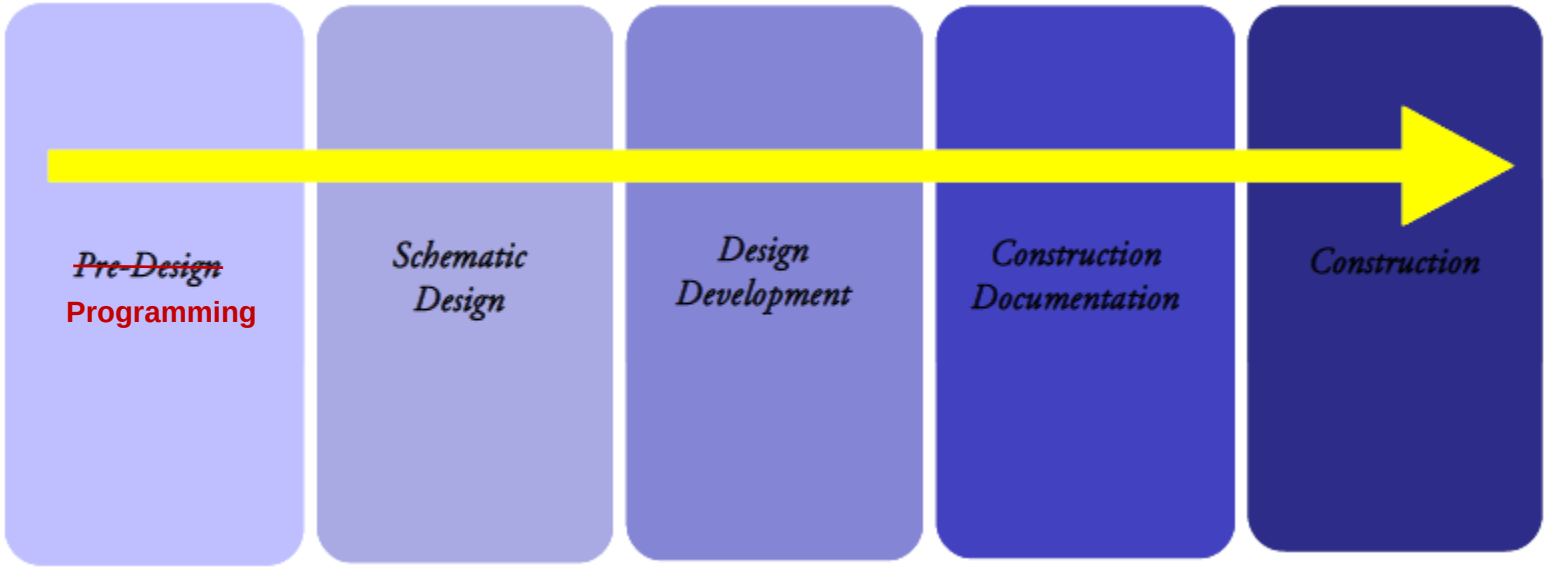
# VI. Project Process


| | |
|---|---|
| Process Overview | p. 52 |
| Considerations | p. 53 |
| Pre-Design Activities | p. 54 |

# Project Process Overview

## How do I get started?

A typical planning and design process for the County involves five primary stages, outlined below. This Workplace Design Guidelines document is primarily used in the Pre-Design and Schematic Design phases as the space program is developed. The timeframe of each project will differ significantly based on the scope of work, whether it is new construction or renovation, and if the facility in question needs to be occupied during construction.




**Activities**

- Space Programming
- Alternatives Analysis
- Test Fits
- Interviews

- Space Planning
- Preliminary Pricing
- Furniture Planning

- Pricing
- Value Engineering
- Materials Selection
- Furniture Selection

- Const Documents
- Engineer Documents
- Final Bidding
- Materials Order
- Furniture Order

# Project Process Considerations

**Project Launch**

Set clear vision, goals and objectives for the beginning. Bring together all team members for an official project launch during which the project vision, goals, milestones and desired outcomes can be presented to the core project team and then communicated to the employee population at large.

**Project Team**

A successful project team includes an identified project manager, representatives of primary groups impacted, and, when possible, of key support departments such as IT and HR. The size and complexity of the project will impact the team makeup but, in general, a more inclusive team is recommended.

**Project Planning**

Always take the time to develop and communicate a realistic schedule. It is critical that well informed decisions are made early on to eliminate the need for costly and time-consuming corrections late in the process. Although it may be perceived as an “expendable” step, the planning process is invaluable. Spending the time to plan upfront alleviates costly and time-consuming changes in the end.

**Performance Metrics**

Establish performance metrics and measurements at the start of the process so they can be documented in their “as-is” condition, as well as evaluated after the completion of the project. By establishing project objectives and measurements early on, you will have key goals and strategies to reference as the project progresses.

Potential Performance Metrics include:

- Budget
- Schedule/Timeframe
- Work Process Improvements

# Project Process Pre-Design Phase

The beginning of most planning projects includes the development of a “space program,” which identifies existing and projected headcount for the planning year(s) in question, support and public space requirements, and key adjacencies within and between departments. Typically this stage includes a individual or group meetings with leaders, managers and possibly a cross-section of staff.

There are a number of additional activities during Pre-Design that can help inform the space requirements.

## Supplemental Pre-Design Activities

### Space Utilization Study

A study of how well utilized existing space types and/or furnishings are in order to assess whether they should be duplicated, replanned or removed in a new or renovated space. A typical utilization study starts by identifying spaces to be studied (e.g. large meeting rooms, customer waiting areas) and identifying various times/days to view and record how many people are using the space. A few hours on a couple of days is often enough time to see if the spaces are used and how they are being used.

Often these studies directly lead to well-informed changes to the space program. For example, a utilization study may indicate that groups of 2-4 are using the large conference rooms 80% of the time. As a result, a reported conference room shortage may be related to the size of the rooms in question as opposed to the square footage allocated to this space type. A shift to a greater variety of conference room sizes may be in order.

# Project Process Pre-Design Phase

## Supplemental Pre-Design Activities *continued*

### Job Function Assessment

We want our workspaces to first and foremost be based on functional work and customer service requirements. As such it is important to assess (and reassess over time) the major activities each County employee (or specific role) engages in on a daily basis in order to determine the most effective office, work station or nearby support space (e.g. storage locker) to support their daily tasks. Activities as straightforward as quick interviews, asking employees to document their major activities over the course of a few days, or surveys can help a space planning team uncover important requirements that may otherwise be overlooked.

### Storage/Filing Needs Assessment

As a County we are actively trying to reduce our paper and other files and stored materials. A move or renovation is the best opportunity to assess the files that need to be retained in specific offices or workstations, onsite, offsite or can be scanned or discarded. The fewer files we have the more efficiently we can plan our space and the less congested our workplaces will be over time. The County and many departments have file retention schedules that can help guide this process. Given legal requirements, when in doubt always check these retentions schedules before discarding original copies of documents.

A thoughtful purge process is critical before a renovation or planning project and at regular intervals thereafter. Identify specific days for staff to go through files, discard what isn’t need on site and send other files to long term storage.

# VII. Toolkit

Workspace Assignment Matrix p. 57
Space Calculation Guide p. 58
Workstation Panel Heights p. 59
Storage Components p. 60

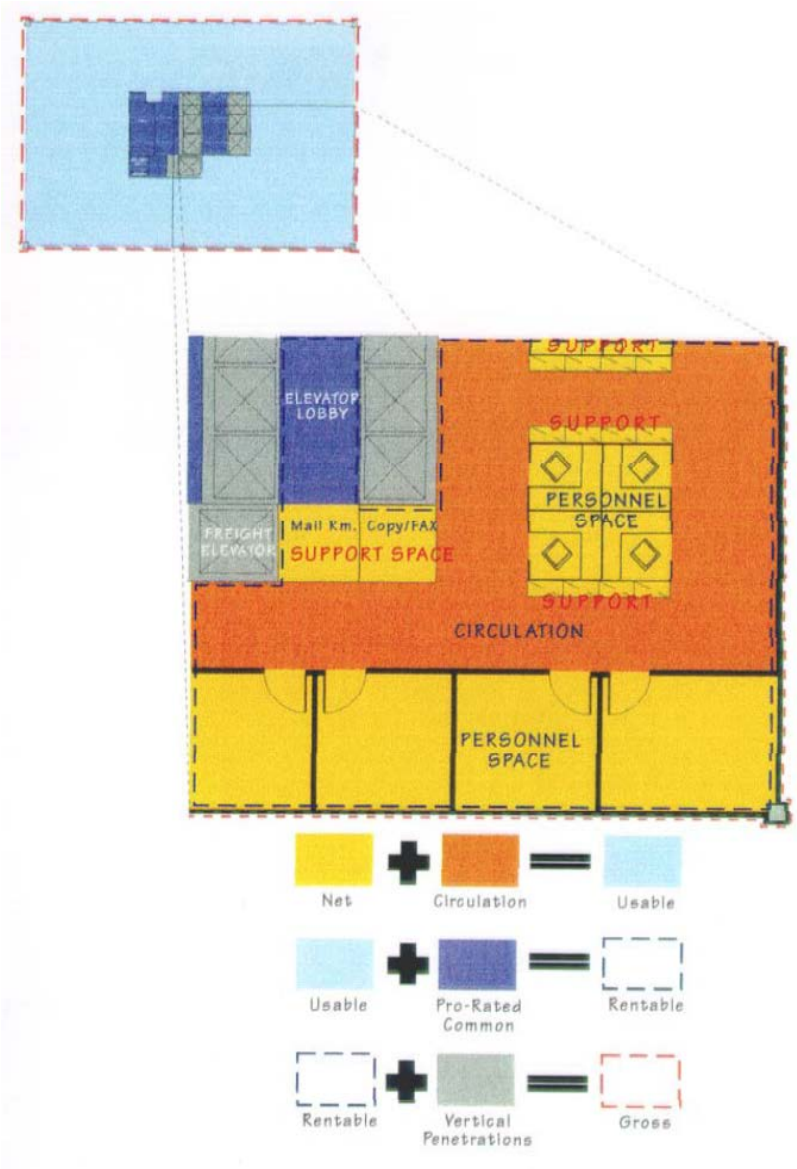
# Toolkit Space Assignment Matrix

The chart below is a sample of the Space Assignment matrix that can be created based on the new workspace guidelines. Based on the each agency and department's reported workstyles, the chart suggests work spaces that may be the most appropriate for each job function. This chart is intended to be a useful tool to assist in planning space, and final space assignments should be determined by each department based on specific functional needs.

| Department | Leadership | | Manager | Analytical | Caseworker | Admin. | Facilities Support | |
|---|---|---|---|---|---|---|---|---|
| | Private Office | | | Workstation | | | | |
| | 240 SF ~~300 SF~~ | 180 SF ~~225 SF~~ | 120 SF ~~150 SF~~ | 80 SF ~~100 SF~~ | 80 SF ~~96 SF~~ | 64 SF | 48 SF | 36 SF ~~other~~ |
| **Assessor** | | | | | | | | |
| Administrative Manager I | | | X | | | | | |
| Administrative Manager III | | X | | | | | | |
| Appraiser Trainee, I, II, III | | | | X | | | | |
| Assessment Tech Trainee, II, III | | | | X | | | | |
| Assessor | | X | | | | | | |
| Auditor-Appraiser Trainee I, II, III | | | | X | | | | |
| Buyer I | | | X | | | | | |
| Cadastral Technician II | | | | X | | | | |
| Chief Cadastral Technician | | | X | | | | | |
| Data Base & Security Adminstr | | | X | | | | | |
| Data Entry Specialist | | | | X | | | | |
| Data Entry Sup III | | | X | | | | | |
| Executive Secretary I | | | | | | X | | |
| Information Systems Supervisor | | | X | | | | | |
| Information Systems Technician | | | | X | | | | |
| Information Systems Manager III | | X | | | | | | |
| Managing Appraiser | | | X | | | | | |
| Managing Assessment Tech | | | X | | | | | |
| Managing Auditor-Appraiser | | | X | | | | | |
| Office Asst, Specialist, Technician | | | | | | X | | |
| Principal Appraiser | | | | X | | | | |
| Principal Assessment Technicn | | | | X | | | | |
| Principal Auditor-Appraiser | | | | X | | | | |
| Secretary II | | | | | | X | | |
| Senior Appraiser | | | X | | | | | |
| Senior Assessment Technician | | | X | | | | | |
| Senior Auditor-Appraiser | | | X | | | | | |
| Senior Cadastral Technician | | | X | | | | | |
| Senior Sys/Programmer Analyst | | | X | | | | | |
| Staff Assistant | | | | | | X | | |
| Clerk | | | | | | X | | |
| Supvg Cadastral Technician | | | | X | | | | |
| Systems/Programmer Analyst I, II | | | | X | | | | |
| Technical Systems Specialist | | | | X | | | | |

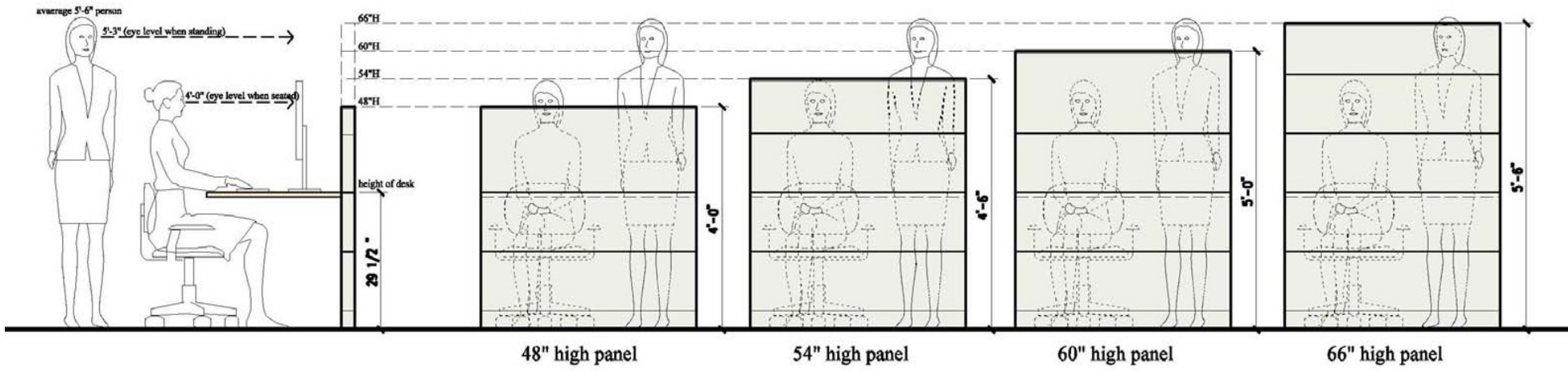
# Toolkit Space Calculation Guide

The diagram below illustrates the different space and square footage measurements that are likely to be involved in any design project. The diagram shows how Net SF is added to circulation space to get Usable SF, and how Usable SF is added to shared space and gross building space (ie vertical penetrations) in order to get Gross SF. This can be useful in developing a space program and determining if specific owned or leased facilities are the appropriate size.



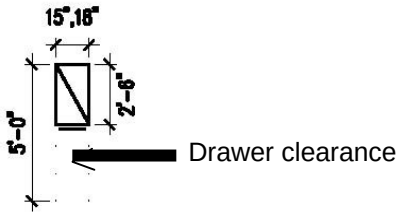
# Toolkit Workstation Panel Heights

The chart below illustrates visibility into and from workstations with various panel heights. A 48” panel provides adequate visual separation for most users. However, for HSS and other departments where client meetings take place in the workplace, 66”-72” panel heights are recommended.

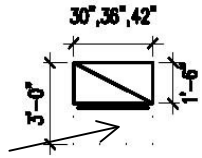


# Toolkit Storage Components

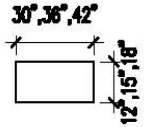
The diagrams below illustrate options for the configuration of filing and storage components. Each department has specific needs regarding files storage and management. Those needs should be carefully considered in the pre-planning phase. Whenever possible files that can be eliminated or placed in off-site storage should be move out of the workspace.



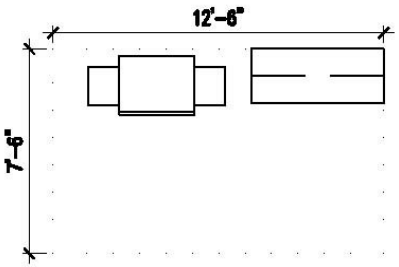

Attributes:
- Vertical File (letter or legal)
- Provide space for circulation



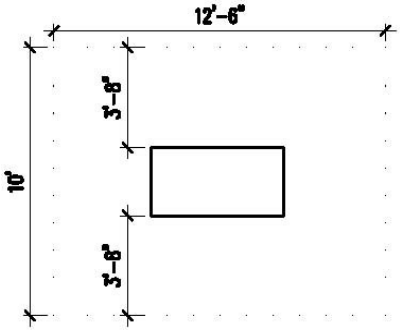

Attributes:
- Lateral File or Storage Cabinet
- Provide space for circulation




Attributes:
- Library or Storage Shelf
- Provide space for circulation




Attributes:
- Space above for copy/print & collating or mail/sorting




Attributes:
- Work table (3' x 6')
- Access around entire table

# PROGRAM MANAGEMENT AND DESIGN AGREEMENT

THIS PROGRAM MANAGEMENT AND DESIGN AGREEMENT (hereinafter referred to as "AGREEMENT") for purposes of identification hereby numbered _____, and dated _____ day of _____, 2016 is

**BY AND BETWEEN** **County of Orange**, a political subdivision of the State of California (hereinafter referred to as "OWNER"),

**AND**

**Griffin Structures, Inc.**, a State of California Corporation (hereinafter referred to as "PM/D"),

which are sometimes individually referred to as "PARTY" or collectively referred to as "PARTIES."

## RECITALS

**WHEREAS**, the OWNER owns certain property in the Orange County Civic Center in the City of Santa Ana, California commonly known as Building 16; and

**WHEREAS**, the OWNER is pursuing opportunities to develop the property through either a public-private partnership, or through an alternative project delivery methodology, per Government Code 25515, *et seq.*; and

**WHEREAS**, PM/D has developed properties similar to the property, including the development of civic centers in other counties and cities, and has successfully developed civic spaces for similar uses; and

**WHEREAS**, PM/D has provided certain professional and planning services to OWNER relating to Building 16; and

**WHEREAS**, OWNER has selected PM/D to redevelop and construct a new Building 16 (the "PROJECT") through a Request for Qualifications and Request for Proposal process; and

**WHEREAS**, OWNER desires to engage PM/D to provide the services as described herein and subject to the terms hereof; and

**WHEREAS**, after the provision of the SUBPHASE 1B2 SERVICES described herein and in the Program Management and Construction Management Contract substantially in the form attached hereto as Attachment D ("Program Management Agreement"), OWNER may elect to have PM/D develop the PROJECT with the costs therefor paid by OWNER or OWNER may enter into a Master Ground Lease, a Building Lease and appurtenant and related documentation for the development of the property and the lease-back of certain portions of the property to the OWNER (collectively, the "Lease Documents").

**NOW, THEREFORE, IT IS AGREED** by and between the PARTIES hereto as follows:

## 1. Retainer

1.1 OWNER does hereby retain PM/D to perform the SERVICES as defined in Section 2.

1.2 A professional who shall be assigned to SERVICES and whose expertise and services are offered by PM/D and accepted by OWNER is Roger Torriero, acting in his capacity as CEO of PM/D.

1.3 PM/D may employ such Consultants/contractors, as well as the Construction Manager at Risk, as PM/D determines appropriate for performance of portions of PM/D's obligations under this AGREEMENT; provided, however, that PM/D will remain responsible for all such obligations and the acts and omissions of PM/D's Consultants/contractors. The term "Consultants" refers to any professional directly retained by PM/D for provision of any of the SERVICES required to be performed by PM/D under this AGREEMENT. PM/D's employment of independent Consultants/contractors shall not relieve PM/D from the performance of its own responsibilities pursuant to this AGREEMENT. However, all Consultants/contractors contracting separately with OWNER shall be independently liable to OWNER for the performance of the work pursuant to their agreements, and PM/D shall have no liability for work by contractors contracting separately with OWNER.

1.4 PM/D intends to retain LPA as the architect for the Schematic Design and Design Development architectural services ("Architect"). PM/D intends to retain either McCarthy Building Companies, Inc. or Swinerton Builders as the Construction Manager at Risk to perform the pre-construction services ("Construction Manager at Risk"). PM/D will have the right to select or replace all or any of the Consultants (including the Architect) and the Construction Manager at Risk, with the OWNER's consent, which will not be unreasonably withheld. OWNER consents to PM/D retaining either McCarthy Building Companies, Inc. or Swinerton Builders as the Construction Manager at Risk for the Phase 1A and/or Phase 1B Services.

## 2. PROJECT and SERVICES.

2.1 Description of PROJECT.

The PROJECT is broken down into two phases as follows:

(1) PHASE 1A – Pre-Construction Services

(2) PHASE 1B – Construction Services

2.2 Description of SERVICES.

For purposes of this AGREEMENT, the term "SERVICES" includes both the PHASE 1A and the PHASE 1B services. However, PM/D is tasked at this time to proceed with only the

PHASE 1A services pursuant to this AGREEMENT. Upon PM/D providing each GMP, as defined in Section 2.3, below, to the Director of OC Public Works, or designee ("DIRECTOR") for each subphase of the PHASE 1B services, OWNER will have the right to elect to either (1) terminate this AGREEMENT or (2) have PM/D perform the PHASE 1B services, in subphases, under either a public-private partnership pursuant to the Lease Documents or through integrated project delivery pursuant to the Program Management Agreement.

2.3 Description of PHASE 1A Services.

Phase 1A will generally include validation of previous needs assessment, pre-design services, schematic design services, and design development services, culminating in a design development set of plans and specifications and an estimate of construction costs for the PROJECT in accordance with OWNER standards and procedures and applicable local, state, and federal requirements for each SUBPHASE of the PHASE 1B Services (as defined below). PM/D is to deliver to DIRECTOR a Guaranteed Maximum Price ("GMP," which may also refer to the associated documentation related to the work to be performed for a Guaranteed Maximum Price) for each SUBPHASE (as defined below) for the delivery of the PROJECT, complete and operational. PM/D will deliver the GMPs for the SUBPHASES in accordance with the schedule described in Attachment B. The PHASE 1A services are described in detail in Attachment C. The PHASE 1A Services will be provided in accordance with the revised A-E Guide/Responsiblities Matrix, dated 2/24/16 ("A-E Guide"), the Building 16 Basis of Design, dated 2/24/16 ("Basis of Design"), and revised Workplace Guidelines, dated 2/24/16 ("Workplace Guidelines"), in Attachments F, G, and H, respectively. In the event of conflicts between this AGREEMENT and/or these three attachments, the order of precedence is: AGREEMENT, then Basis of Design, then Workplace Guidelines, then A-E Guide.

2.4 Description of PHASE 1B Services.

(a) PHASE 1B services include the completion of the design phase and construction of the PROJECT. These services include preparation of the 100% construction documents, construction observation by the design team, competitive bidding management services, construction management, and PROJECT close-out. The PHASE 1B services will be further broken out into the following four subphases (each a "SUBPHASE"):

(1) Onsite Demolition and grading (SUBPHASE 1B1);

(2) Utilities relocations, grading, and shoring (SUBPHASE 1B2);

(3) Building and parking structure shell and core (SUBPHASE 1B3); and

(4) Tenant improvements (SUBPHASE 1B4);

(b) The DIRECTOR may combine or split SUBPHASES when doing so will result in greater efficiencies and not increase the total project cost to the OWNER or change the scope of the total PROJECT.

2.5 OWNER Election to Terminate or Proceed to PHASE 1B

(a) OWNER will have sixty (60) days after PM/D submits each GMP for each SUBPHASE to OWNER to elect one of the following options (and the GMP will become void and unenforceable, and OWNER will be deemed to have elected the option to terminate this AGREEMENT if OWNER fails to provide written notice of its election to PM/D within sixty (60) days):

(1) Terminate this AGREEMENT;

(2) Proceed with the PROJECT based on a project delivery method whereby PM/D will retain all Consultants and a Construction Manager at Risk (but PM/D retains the ability to replace the Construction Manager at Risk, in PM/D's discretion with DIRECTOR approval, which shall not be unreasonably withheld), who will contract directly with all trade contractors as set forth in the Program Management Agreement, attached here to as Attachment D to deliver the PROJECT, in which case the PARTIES will execute a Program Management Agreement for each SUBPHASE in substantially the form attached as Attachment D; provided, however, that the PARTIES will negotiate in good faith any changes to the Program Management Agreement in Attachment D to achieve their goals, comply with legal requirements, fill in information (including the budget, schedule, and scope exhibits), or that may be necessary or desirable to the PARTIES. Each GMP accepted by DIRECTOR will be utilized to execute a separate Program Management Agreement for the purposes of, among other things, acceptance, liens, releases, final payment, and notice of completion.

(3) Proceed with the PROJECT on a public-private partnership basis, in which case the PARTIES will proceed pursuant to the Lease Documents attached as Attachment E; provided, however, that the PARTIES will negotiate in good faith any changes to the Lease Documents that may be necessary or desirable to ensure, among other things, that the Lease is financeable in the public, tax-exempt financing markets (including any changes required by the party providing the financing) per financing terms acceptable to OWNER, lender(s), and PM/D and is a triple net lease with OWNER providing all of the services (*e.g.*, utilities, janitorial, landscaping, etc.) for the PROJECT so that the lease payment will only be recapturing PM/D's fixed fee and total costs incurred for the design and construction of the PROJECT (inclusive of all legal and all financing related costs). The final and actual base annual NNN rent will be determined by several factors and components, including but not limited to the amortization period, final PROJECT GMP, and all costs of financing (including then current market conditions and interest rate) established on the actual date of placement and issuance of the PROJECT financing.

(b) Notwithstanding the foregoing, SUBPHASE 1B1 and 1B2 at the election of the OWNER, may be delivered by the project delivery method described in Section

2.5(a)(2). After which, the OWNER shall then elect to have all subsequent SUBPHASES delivered by either the project delivery method described in Section 2.5(a)(2) or a public-private partnership basis, or terminate this AGREEMENT. If at any time the OWNER elects to proceed with a SUBPHASE on a public-private partnership basis, the OWNER is electing to have all remaining SUBPHASES subject to the public-private partnership.

(c) If OWNER and PM/D cannot agree as to a GMP in accordance with subsection (a), then at the end of the sixty (60) day period, this AGREEMENT will terminate.

2.6 Conflicts.

If in the event Attachments C, D, or E shall be in conflict with any provision of this AGREEMENT, the wording as set forth in Attachments C, D, or E, as applicable, shall prevail.

2.7 Contingency.

(a) OWNER'S Contingency are funds to be used at the discretion of the OWNER usually to cover, among other things, any increases in PROJECT costs that result from OWNER directed changes or unforeseen site conditions. For OWNER'S convenience, PM/D will include OWNER's Contingency as a separate line item included in the GMP amount provided by the PM/D. Markups for overhead and profit and taxes will be applied by the PM/D at the time that OWNER's Contingency is used. Any OWNER Contingency not utilized shall remain as OWNER's money after PROJECT completion.

(b) The amount of PM/D Contingency for each GMP will be noted as a separate line item and shall reflect the PM/D's risk for the applicable SUBPHASE of the PROJECT. PM/D's Contingency is a fund to cover cost growth or unexpected or unforeseen costs during the PROJECT. The amount of the PM/D's Contingency for PHASE 1A and each subphase of PHASE 1B will be a separate line item in the applicable budget. PM/D's Contingency for each PHASE or SUBPHASE may be used at PM/D's discretion with DIRECTOR's approval, which will not be unreasonably withheld.

(c) PM/D's budget (Attachment A) for PHASE 1A includes line items for PM/D's Contingency and Allowances. Payment for any Allowance identified in Attachment A shall be for direct cost reimbursement only, unless Attachment A identifies it as a "Time and Materials" or "T&M" item. Reimbursable direct costs shall be verified by invoices and shall include any amounts paid to third parties, and do not include markups, including but not limited to supervision, labor, overhead, or profit related to the item. Payment for any work to be performed in connection with any Allowance identified in Attachment A will be made by OWNER as part of the normal payment procedures for the PROJECT. Any costs that exceed the maximum

amount of any Allowance line item shall be addressed as a change to the AGREEMENT. Upon completion of the PHASE 1A SERVICES, each Allowance will be corrected for unused balances and a net add or deduct to the PM/D's compensation under this AGREEMENT will be issued by Change Order, approved by DIRECTOR, to reflect the actual sums authorized for work as Allowance items. PM/D's Contingency in Attachment A may be used at PM/D's discretion with DIRECTOR's approval, which will not be unreasonably withheld, for increases in the cost of the PHASE 1A SERVICES which are not the OWNER's responsibility; provided, however, that PM/D may not apply the PM/D's Contingency to PM/D's Professional Services Fixed Fee.

2.8 GMPs.

The PM/D, in preparing any GMPs will prepare its GMP in accordance with the DIRECTOR's reasonable request and will obtain from the Architect, three sets of Design Development Documents (including all addenda). The PM/D will mark the face of each document of each set upon which its proposed GMP is based. The PM/D will send one set of those documents to the DIRECTOR, keep one set and return the third set to the Architect.

2.9 Construction Schedule.

An updated/revised PROJECT Schedule will be included with each GMP that reflects the Design Development Documents.

2.10 Savings.

GMP savings resulting from a lower actual PROJECT cost than anticipated by the PM/D remaining at the end of the PROJECT will revert to OWNER.

2.11 GMP(s) Review and Approval.

2.11.1 The PM/D will meet with the DIRECTOR and Architect and Construction Manager at Risk to review the GMP and the written statement of its basis. In the event the DIRECTOR discovers inconsistencies or inaccuracies in the information presented, the PM/D will make adjustments as necessary to the GMP, its basis or both. DIRECTOR, Architect, Construction Manager at Risk, and PM/D will each review and initial each page of the approved Schematic Design Documents, Design Development Documents (upon which the GMP will be based), and Construction Documents (to be developed under PHASE 1B). DIRECTOR will have 30 days to review and approve each set of documents (schematic, design development, and construction documents). If OWNER approves a set of document, on which PM/D relies, then later directs PM/D to make material changes to the approved documents, then OWNER will pay PM/D for the actual cost of making such revisions as an additional cost through a Change Order. For

example, if OWNER approves the Schematic Design Documents, but then during the Design Development Document or Construction Document phase directs a change to a PROJECT component that was previously agreed to in the Schematic Design Documents, then the cost of making those revisions will be a Change Order.

2.11.2 The DIRECTOR upon receipt of any GMP from the PM/D, may submit the GMP Plans and Specifications to an independent third party for review and verification, at OWNER's sole cost. The third party will develop an independent estimate of the Cost of the Work and review the Construction Schedule for the associated scope of the GMP. PM/D must receive the third party estimate no later than 30 days after PM/D provides the GMP to the DIRECTOR.

2.11.3 If the PM/D's GMP is greater than the independent third party's estimate, the DIRECTOR may require the PM/D to reconfirm its GMP; provided, that the PM/D timely received the third party's estimate. The PM/D will either (a) accept the independent third party's estimate for the Cost of Work as part of his GMP or (b) present a report within fourteen days of a written request to the DIRECTOR identifying, explaining and substantiating the differences. The PM/D may be requested to, or at its own discretion may, submit a revised GMP for consideration by the DIRECTOR, including reducing scope, quality, or features if necessary to bring the PROJECT into budget. At that time the DIRECTOR may do one of the following:

(a) Accept the PM/D's original or revised GMP, if within the OWNER's budget, without comment.

(b) Accept the PM/D's original or revised GMP that exceeds the OWNER's budget, and indicate in writing to the PM/D that the PROJECT Budget has been increased to fund the differences.

(c) Reject the PM/D's original or revised GMP because it exceeds the OWNER's budget and the independent third party's estimate, in which event, the OWNER may terminate this AGREEMENT and/or elect to not enter into a separate AGREEMENT with the PM/D for the construction phase associated with the scope of Work reflected in the GMP.

(d) With the PM/D's consent, wait to accept the GMP if the OWNER believes adequate funding will be available in the future.

2.11.4 If during the review and negotiation of a GMP, design changes are required or requested by DIRECTOR, then PM/D will authorize and cause its design professionals to revise the documents to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in the final approved GMP. Such

revised documents will be furnished to the DIRECTOR. The provisions of Section 2.11.1 apply to determine whether OWNER is responsible for paying for the revisions. The DIRECTOR will promptly notify the PM/D in writing if any such revised documents are inconsistent with the agreed-upon assumptions and clarifications.

2.12 Phase 1A Schedule.

PM/D will perform the PHASE 1A SERVICES in accordance with the schedule in Attachment B, provided, however, that PM/D shall not be responsible for any delay beyond the control of PM/D or its Consultants.

2.13 Adjustments to GMPs.

OWNER and PM/D acknowledge that as of the date that each of the GMPs are established for SUBPHASES 1B1, 1B2, and 1B3, the PROJECT documents (including the drawings, plans and specifications, and schedule of performance) for the entire PROJECT will not be completed (because the PROJECT documents for SUBPHASE 1B4 will not be complete at the times the first three SUBPHASE GMPs are established). OWNER and PM/D acknowledge that the completion of plans for later SUBPHASES may cause changes to the plans for prior SUBPHASES, for which GMP(s) may have been established. OWNER and PM/D agree that to the extent the development of plans for subsequent SUBPHASES cause or require changes to the plans for SUBPHASES for which GMPs have already been established, that a Change Order will be issued to reflect the time and cost impacts caused by the changes. Consequently, the GMPs are conditioned upon, without limitation, mutual approval by the PARTIES of the final plans and specifications of each individual SUBPHASE. Notwithstanding the forgoing, PM/D shall create each SUBPHASE GMP such that parameters exist that if the OWNER does not request changes outside of such parameters in future SUBPHASES, the previous GMPs will not need to retroactively changed.

## 3. Assistance by OWNER and PM/D.

3.1 OWNER and PM/D shall assign an appropriate staff member (or members) to work with each other in connection with the work of this AGREEMENT and/or any of the SUBPHASES. OWNER hereby designates the DIRECTOR. PM/D hereby designates Roger Torriero. Said staff member's duties will consist of the giving of advice and consultations, providing information in a timely manner as requested by each other, assisting each other in negotiations with other public agencies and private parties, miscellaneous items which in the judgment of PM/D or OWNER's staff warrant attention, and all other duties as may be described in Attachment C, and said staff member's will be the single point of contact for the PARTIES and will be responsible for obtaining information from others within their organization or team (*e.g.*, DIRECTOR is responsible for obtaining information from other departments within

OWNER, Roger Torriero is responsible for obtaining information from the Design Professional and Construction Manager at Risk).

3.2 All of the above activities, however, shall be the primary responsibility of PM/D to schedule, initiate and carry through to completion, except to the extent that they rely on receiving information from DIRECTOR; DIRECTOR is responsible for providing necessary information.

3.3 As part of the Energy Policy Act of 2005, Congress enacted Section 179D of the Internal Revenue Code (26 U.S.C. §179D) to encourage the design and construction of energy efficient properties ("Section 179D Deduction"). Subsection (d)(4) of Section 179D allows government building owners to allocate potential Section 179D Deductions for the installation of energy efficient building envelopes, HVAC and hot water systems, and interior lighting systems to "the person primarily responsible for designing the property in lieu of the owner of such property." OWNER hereby allocates the Section 179D Deduction for the PROJECT solely to PM/D as "the person primarily responsible for designing the property," and OWNER agrees to execute any documents or tax forms that may be reasonably required or requested by PM/D to acknowledge or otherwise effectuate this allocation to PM/D of the Section 179D Deduction for tax purposes. OWNER represents and warrants that it has not agreed to allocate the Section 179D Deduction to another party, and will not do so. OWNER specifically delegates the authority to the DIRECTOR to sign any required documents or forms.

## 4. Non-Employment of OWNER Personnel.

4.1 PM/D agrees that it will neither negotiate, offer, or give employment to any full-time, regular employee of OWNER in professional classifications of the same skills required for the performance of this AGREEMENT who is involved in this PROJECT in a participatory status during the life of this AGREEMENT regardless of the assignments said employee may be given or the days or hours employee may work.

4.2 Nothing in this AGREEMENT shall be deemed to make PM/D, or any of PM/D's employees or agents, agents or employees of the OWNER. PM/D shall be an independent contractor and shall have responsibility for and control over the details and means for performing the work, provided that PM/D is in compliance with the terms of this AGREEMENT. Anything in the AGREEMENT which may appear to give OWNER the right to direct PM/D as to the details of the performance of the work or to exercise a measure of control over PM/D shall mean that PM/D shall follow the desires of OWNER, only in the results of the work.

4.3 OWNER acknowledges and agrees that PM/D has invested considerable time and money that would be difficult to quantify in the training and development of its employees. Therefore, without receiving the PM/D's prior written permission, OWNER agrees to not hire, retain or contract with any employee ("covered employee") of PM/D who performs any services for OWNER under this AGREEMENT for a period of two (2) years following the date this

AGREEMENT is terminated or for two (2) years following the separation of a covered employee from the PM/D's employment.

## 5. Non-Discrimination

5.1 In the performance of this AGREEMENT, PM/D agrees that it will comply with the requirements of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons.

5.2 PM/D acknowledges that a violation of this provision shall subject PM/D to all the penalties imposed for a violation of the California Labor Code.

## 6. Employee Eligibility Verification

6.1 PM/D warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens, and others and that all its employees performing work under this AGREEMENT meet the citizenship or alien status requirement set forth in Federal statutes and regulations. PM/D shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations, including but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. § 1324 *et seq.*, as they currently exist and as they may be hereafter amended. PM/D shall retain all such documentation for all covered employees for the period prescribed by the law.

6.2 PM/D shall indemnify, defend with counsel approved in writing by OWNER, and hold harmless, the OWNER, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against PM/D or the OWNER or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this AGREEMENT.

## 7. Termination of AGREEMENT for Cause.

7.1 If PM/D breaches any of the covenants or conditions of this AGREEMENT, OWNER shall have the right to terminate this AGREEMENT upon ten (10) days written notice prior to the effective day of termination.

7.2 PM/D shall have the opportunity to cure the alleged breach prior to termination.

7.3 In the event the alleged breach is not cured by PM/D prior to termination, all work performed by PM/D pursuant to this AGREEMENT, which work has been reduced to plans or other documents, shall become the property of and be made available to OWNER (subject to the provisions of Section 22).

7.4 If OWNER breaches any of the covenants or conditions of this AGREEMENT, PM/D shall have the right to terminate this AGREEMENT upon thirty (30) days written notice prior to the effective day of termination.

7.5 OWNER shall have the opportunity to cure the alleged breach during the notice periods set forth herein prior to termination.

## 8. Termination of AGREEMENT for Convenience.

8.1 Notwithstanding any other provision of the AGREEMENT, OWNER may at any time, and without cause, terminate this AGREEMENT in whole or in part, upon not less than seven (7) calendar days' written notice to the PM/D. Such termination shall be effected by delivery to the PM/D of a notice of termination specifying the effective date of the termination and the extent of the Work to be terminated.

8.2 PM/D shall immediately stop work in accordance with the notice and comply with any other direction as may be specified in the notice or as provided subsequently by OWNER.

8.3 OWNER shall pay the PM/D for the Work completed prior to the effective date of the termination, and such payment shall be the PM/D's sole remedy under this AGREEMENT.

8.4 Under no circumstances will PM/D be entitled to anticipatory or unearned profits, consequential damages, or other damages of any sort as a result of a termination or partial termination under this Paragraph.

8.5 PM/D shall insert in all subcontracts that the subcontractor shall stop work on the date of and to the extent specified in a notice of termination, and shall require subcontractors to insert the same condition in any lower tier subcontracts.

## 9. Term.

The term of this AGREEMENT is for eighteen (18) months commencing upon approval and execution of this AGREEMENT by the OWNER'S Board of Supervisors. If OWNER elects to proceed to the PHASE 1B SERVICES, then the term of the AGREEMENT will automatically be extended for such time as is reasonably anticipated to complete the PHASE 1B SERVICES.

## 10. Compensation and Extra Work.

For the SERVICES authorized under this AGREEMENT, PM/D shall be compensated in accordance with the following:

10.1 OWNER will pay PM/D the compensation (costs and fee) for the PHASE 1A SERVICES as set forth in Attachment A. PM/D will also be entitled to reimbursement of out of pocket costs as they are incurred, which costs are identified in Attachment A. Reimbursable expenses will be paid at cost and will not exceed what is shown in Attachment A without prior written approval of OWNER. PM/D may allocate savings from other line items to cover cost

overruns in other line items or the reimbursable expenses budget, with notice to the DIRECTOR, so long as doing so does not exceed the total cost set forth in Attachment A. OWNER shall reimburse PM/D, as a Reimbursable Expense, PM/D's expense (acknowledged and agreed to be $8.00 per $1,000 of contract value) for the Commercial General Liability, Employer's Liability, Auto Liability, and Professional Liability insurance required by this AGREEMENT. PM/D's fee for PHASE 1A SERVICES will be a fixed fee as set forth in Attachment A.

10.2 PM/D's Payment Applications to OWNER for PHASE 1A SERVICES shall include the following:

- PM/D's name and address
- PM/D's remittance address, if different from (A), above
- Name of OWNER agency/department
- Delivery/service address
- CONTRACT number
- Service Date
- Description of Services
- Total
- Taxpayer ID number
- A list of all Consultants with whom PM/D has entered into contracts, the amount of each Consultant contract, the amount requested for any Consultants in the Application for Payment and the amount to be paid to PM/D from such progress payment.
- A payment breakdown for the PHASE 1A Services for which PM/D and each Consultant is responsible; such breakdown being submitted on a uniform standardized form reasonably approved by the OWNER. The form shall reflect (1) description of services, (2) total value, (3) percent of the services completed to date, (4) value of services completed to date, (5) percent of previous amount billed, (6) previous amount billed, (7) current percent completed, and (8) value of services completed to date.
- PM/D's computerized summary of all costs, disbursements and activities for the most recent billing cycle and, to the extent requested by DIRECTOR, such other information, documentation and materials including payrolls, receipted invoices or invoices with check vouchers attached, contracts, and any other evidence required by DIRECTOR to demonstrate that cash disbursements already made by PM/D on account of the Phase 1A Services equal or exceed: (1) progress payments already received by PM/D; less (2) that portion of those payments attributable to PM/D's Fixed Fee; plus (3) payrolls and costs for the period covered by the present Application for Payment; less (4) PROJECT costs previously paid by PM/D which were previously approved by OWNER.

10.3 Within 45 days of receiving an undisputed, properly completed application for payment, OWNER shall pay to PM/D a sum equal to the value of the work completed since the commencement of the work, less all previous payments. OWNER shall not withhold retention. No progress payment by OWNER shall be considered to be OWNER's acceptance of any part of the SERVICES.

10.4 The compensation that OWNER pays to PM/D for the PHASE 1B SERVICES (if OWNER elects to proceed with the PHASE 1B SERVICES) will be determined after completion of the PHASE 1A SERVICES, as the compensation for the PHASE 1B SERVICES will be dependent upon the GMPs that are calculated during the PHASE 1A SERVICES.

10.5 Budget adjustments between Task Items in Attachment A may be made by PM/D at PM/D's sole discretion with notice to the DIRECTOR, including the reduction of the allocated budget for a Task in order to augment by this same amount the budget for any other Task.

10.6 For completion and approval of all PHASE 1A SERVICES where "Extra Work" (defined as changes in approved portions of the SERVICES required by and ordered in writing by DIRECTOR which changes constitute a change in or departure from said approved portions of SERVICES) is not authorized, compensation including reimbursable shall be described and payable as stipulated in Fee Schedule, attached hereto as Attachment A and incorporated herein by reference.

10.7 Where extra work is authorized for PHASE 1A SERVICES:

(1) The amount for Extra Work shall be determined using Attachment A. Extra Work shall be required by and ordered in writing by DIRECTOR. DIRECTOR may order Extra Work not to exceed ten thousand dollars ($10,000) for contracts of less than One hundred thousand ($100,000), and may order Extra Work up to ten percent (10%) for contracts not exceeding two hundred fifty thousand dollars ($250,000). For contracts greater than two hundred fifty thousand dollars ($250,000), Extra Work shall not exceed twenty-five thousand dollars ($25,000) plus one percent (1%) of the original contract amount in excess of two hundred fifty thousand dollars ($250,000). In no case shall Extra Work cumulatively exceed one hundred thousand dollars ($100,000), unless authorized by the OWNER's Board of Supervisors.

(2) PM/D's billing for the Extra Work shall include but not be limited to names of PM/D's staff employed in the Extra Work, classification of employees and number of hours worked as well as other items required by Section 10(b). above.

10.8 For partial completion of work of PHASE 1A SERVICES followed by default on part of PM/D:

(1) For failure to complete and secure approval of the first required submittal, there shall be no compensation.

(2) For failure to complete and secure approval of other authorized phases, PM/D shall, upon completion of PHASE 1A SERVICES by others, be entitled to receive compensation based on approved work of PHASE 1A SERVICES not to exceed the amounts specified in Attachment A for that particular submittal, plus the reasonable value as determined by DIRECTOR of the non-approved work; provided, however, that if the cost to OWNER to complete the contract exceeds the amount specified herein, PM/D shall be liable to OWNER for such excess costs attributable to PM/D's breach of the AGREEMENT.

## 11. Laws to be Observed.

PM/D is assumed to be familiar with and, at all times, shall observe and comply with all federal, state and local laws, ordinances and regulations in any manner affecting the conduct of the SERVICES.

## 12. Errors and Omissions.

12.1 All SERVICES submitted by PM/D shall be complete and shall be carefully checked prior to submission. PM/D understands that DIRECTOR's checking is discretionary, and PM/D shall not assume that DIRECTOR will discover errors and/or omissions. If DIRECTOR discovers any errors or omissions prior to approving PM/D's SERVICES, the SERVICES will be returned to PM/D for correction. Should DIRECTOR or others discover errors or omissions in the work submitted by PM/D after DIRECTOR's approval thereof, DIRECTOR's approval of PM/D's SERVICES shall not be used as a defense by PM/D.

12.2 If PM/D subcontracts portions of the architectural or engineering design SERVICES to be performed under the terms of this AGREEMENT, PM/D shall obtain evidence that such Consultants have purchased Professional Liability Insurance in accordance with the limits as described in Paragraph 13 (unless modified by Attachments C, D, or E, as applicable) and containing the same clauses as the insurance required of PM/D under the terms of this AGREEMENT. Evidence of Consultants' insurance shall be submitted to DIRECTOR upon request.

## 13. Insurance.

13.1 Prior to the provision of SERVICES under this AGREEMENT, PM/D agrees to purchase all required insurance at PM/D's expense and to deposit with DIRECTOR Certificates of Insurance, including all endorsements required herein, necessary to satisfy DIRECTOR that the insurance provisions of this AGREEMENT have been complied with and to keep such insurance coverage and the certificates therefor on deposit with DIRECTOR during the entire term of this AGREEMENT. DIRECTOR reserves the right to request that PM/D provide DIRECTOR with copies of the declarations page showing all endorsements and a copy of the policy.

13.2 In addition, all contractors and Consultants performing work on behalf of PM/D pursuant to this AGREEMENT shall obtain insurance subject to the same terms and conditions as set forth herein for PM/D, except to the extent that different insurance requirements are set forth in this Section 13 or in Attachments C, D, or E, as applicable. PM/D shall not allow Consultants or contractors to work if Consultants or contractors have less than the level of coverage required by OWNER under this AGREEMENT. It is the obligation of PM/D to provide notice of the insurance requirements to every Consultant and contractor and to receive proof of insurance prior to allowing any sConsultant or contractor to begin work. Such proof of insurance must be maintained by PM/D through the entirety of this AGREEMENT for inspection by OWNER representative(s) at any reasonable time.

13.3 All self-insured retentions (SIRs) or deductibles shall be clearly stated on the Certificate of Insurance. If no deductibles or SIRs apply, indicate this on the Certificate of Insurance with a zero (0) by the appropriate line of coverage. Any deductible or self-insured retention (SIR) in an amount in excess of $25,000 ($5,000 for automobile liability), shall specifically be approved by the County Executive Office ("CEO")/Office of Risk Management upon review of PM/D's current audited financial report. The named insured shall be responsible for reimbursement of any deductible to the insurer. Upon notice of any actual or alleged claim or loss arising out of contractor's, subcontractor's or Consultant's work hereunder, the responsible party for any actual or alleged claim shall immediately satisfy in full the SIR provisions of the policy in order to trigger coverage for the PM/D and Additional Insureds.

13.4 If PM/D fails to maintain the required insurance for the full term of this AGREEMENT, OWNER may terminate this AGREEMENT.

13.5 Qualified Insurer

(1) The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

(2) If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

(3) The policy or policies of insurance maintained by PM/D shall provide the minimum limits and coverage as set forth below:

| Coverage | Minimum Limits |
|---|---|
| Commercial General Liability | $3,000,000 per occurrence<br>$3,000,000 aggregate |

| | |
|---|---|
| Automobile Liability including converge for owned, non-owned and hired vehicles | $1,000,000 per occurrence |
| Workers' Compensation | Statutory |
| Employers' Liability Insurance | $1,000,000 per occurrence |
| Professional Liability | $2,000,000 per claims made or occurrence<br>$2,000,000 aggregate |

(4) The policy or policies of insurance maintained by the Construction Manager at Risk and any contractors shall provide the minimum limits and coverage as set forth below:

| Coverage | Minimum Limits |
|---|---|
| Commercial General Liability<br>Including Contractor's Pollution Liability and NODS | $5,000,000 per occurrence<br>$5,000,000 aggregate |
| Automobile Liability including converge for owned, non-owned and hired vehicles | $5,000,000 per occurrence |
| Workers' Compensation | Statutory |
| Employers' Liability Insurance | $1,000,000 per occurrence |

(5) The policy or policies of insurance maintained by Architect and other Consultants shall provide the minimum limits and coverage as set forth below:

| Coverage | Minimum Limits |
|---|---|
| Commercial General Liability | $1,000,000 per occurrence<br>$2,000,000 aggregate |
| Automobile Liability including converge for owned, non-owned and hired vehicles | $1,000,000 per occurrence |
| Workers' Compensation | Statutory |
| Employers' Liability Insurance | $1,000,000 per occurrence |
| Professional Liability | $1,000,000 per claims made or occurrence<br>$2,000,000 aggregate |

**Increased limits of insurance may be met with umbrella/excess coverage provided the policy is written on a Follow Form basis. **

13.6 Required Coverage Forms

(1) The Commercial General Liability coverage shall be written on Insurance Service Office (ISO) form CG 00 01, or substitute form providing liability coverage as broad.

(2) The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

13.7 Required Endorsements

(1) The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certification of Insurance:

(A) An Additional Insured endorsement using ISO form CG 20 10 or CG 20 33 or a form at least broad, naming the County of Orange, their elected and appointed officials and employees as Additional Insured.

(B) A primary non-contributing endorsement evidencing that the PM/D's insurance is primary and any insurance or self-insurance maintained by the OWNER shall be excess and non-contributing.

(2) The Worker's Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against OWNER and members of the Board of Supervisors, its elected and appointed officials, officers, and employees.

(3) All insurance policies required by this AGREEMENT shall waive all rights of subrogation against OWNER, and members of the Board of Supervisors, its elected and appointed officials, officers, and employees when acting within the scope of their appointment or employment.

(4) PM/D shall notify OWNER in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to OWNER. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the OWNER may suspend or terminate this AGREEMENT.

(5) If PM/D's Professional Liability policy is a "claims made" policy, PM/D shall agree to maintain professional liability coverage for two years following completion of this AGREEMENT.

(6) The Commercial General Liability policy shall contain a severability of interests' clause (standard in the ISO CG 001 policy).

(7) Insurance certificates should be forwarded to the OWNER address listed in Section 26.

(8) OWNER expressly retains the right to require PM/D to increase or decrease insurance of any of the above insurance types throughout the term of this AGREEMENT, subject to such insurance being available at commercially reasonable rates and provided that OWNER pays for the cost of the increased insurance premium. Subject to the preceding sentence, any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect OWNER.

(9) OWNER shall notify PM/D in writing of changes in the insurance requirements. Subject to subsection (8), if PM/D does not deposit copies of acceptable certificates of insurance and endorsements with OWNER incorporating such changes within thirty (30) days of receipt of such notice, OWNER may provide notice of breach to PM/D, and OWNER shall be entitled to all legal remedies.

(10) The procuring of such required policy or policies of insurance shall not be construed to limit PM/D's liability hereunder nor to fulfill the indemnification provisions and requirements of this AGREEMENT, nor act in any way to reduce the policy coverage and limits available from the insurer.

## 14. Indemnification.

To the fullest extent permitted by law, PM/D agrees to, indemnify, defend with counsel approved in writing by OWNER, and hold OWNER, their elected and appointed officials, officers, employees, and those special districts and agencies which OWNER's Board of Supervisors acts as the governing Board ("OWNER Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, to the extent arising out of, pertaining to, or relating to negligence, recklessness, or willful misconduct of PM/D or its Consultants. If judgment is entered against PM/D and OWNER by a court of competent jurisdiction because of the concurrent active negligence of PM/D and OWNER or OWNER Indemnitees, then PM/D and OWNER agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment. Notwithstanding anything stated above, nothing contained herein shall relieve PM/D of any insurance requirements or obligations created elsewhere in this AGREEMENT. PM/D shall require indemnification of the OWNER in its contracts with the Construction Manager at Risk and Architect.

## 15. Amendments.

No alteration or variation of the terms of this AGREEMENT shall be valid unless made in writing and signed by the PARTIES; no oral understanding or agreement not incorporated

herein shall be binding on either of the PARTIES; and no exceptions, alternatives, substitutes or revisions are valid or binding on OWNER unless authorized by OWNER in writing.

**16. Successors and Assigns.**

The terms and provisions of this AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their successors and assigns.

**17. Entirety.**

This AGREEMENT contains the entire agreement between the PARTIES with respect to the matters provided for herein.

**18. Severability.**

If any part of this AGREEMENT is held, determined, or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall be given effect to the fullest extent reasonably possible.

**19. Binding Obligation.**

The PARTIES to this AGREEMENT represent and warrant that this AGREEMENT has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity enforceable in accordance with its terms.

**20. Governing Law and Venue.**

20.1 This AGREEMENT has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this AGREEMENT, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the PARTIES hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure, Section 394.

20.2 The PARTIES specifically agree that by soliciting and entering into and performing SERVICES under this AGREEMENT, the PM/D shall be deemed to constitute doing business within Orange County from the time of solicitation of work; through the period when all SERVICES under this AGREEMENT is completed, and continuing until the expiration of any applicable limitations period.

**21. Child Support Enforcement Requirements.**

21.1 To comply with child support enforcement requirements of the OWNER, within thirty (30) days of notification of selection for award of SERVICES, PM/D agrees to complete and furnish to DIRECTOR the information required in County of Orange Child Support Enforcement Contract Certification, as provided by OWNER.

21.2 It is expressly understood that this data will be transmitted by DIRECTOR to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes.

## 22. Ownership of Documents.

Ownership of PROJECT Documents: All work products (electronically or manually generated) including but not limited to: cost estimates, studies, design analyses, original mylar drawings, Computer Aided Drafting and Design (CADD) file, and other related documents which are prepared specifically in the performance of this AGREEMENT (collectively referred to as PROJECT Documents) are to be and remain the property of the OWNER and are to be delivered to the DIRECTOR before the final payment is made to the PM/D. Nonetheless, in the event these PROJECTs Documents are re-used, altered, modified or adapted without the written consent of the PM/D for the specific purpose intended, which consent the PM/D will not unreasonably withheld, will be at OWNER's sole risk and without liability or legal exposure to PM/D or its Consultants, and the OWNER agrees to indemnify, defend, and hold the PM/D and its Consultants harmless to the extent permitted by law, from all claims, damages, losses, and expenses arising out of and or resulting from, or alleged to arise out of or result from, the OWNER's reuse, alteration, modification or adaptation of the PROJECT Documents.

## 23. Confidentiality.

23.1 All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, and all written or other information submitted to PM/D in connection with the performance of this AGREEMENT shall be held confidential by PM/D and/or anyone acting under contract to PM/D and shall not, without the prior written consent of OWNER, be used for any purposes other than the performance of the SERVICES described in Attachments C, D, or E, as applicable, not be disclosed to any person, partnership, company, corporation or agency, not connected with the performance of the SERVICES.

23.2 Nothing furnished to PM/D which is generally known among counties in Southern California shall be deemed confidential.

23.3 PM/D shall not use OWNER's name or insignia, photographs of the PROJECT, or any other publicity pertaining to the PROJECT in any magazine, trade paper, newspaper, or other medium without the express written consent of DIRECTOR. PM/D will also use reasonable efforts to prevent anyone acting under the supervision of PM/D from using OWNER's name or insignia, photographs of the PROJECT, or any other publicity pertaining to the PROJECT in any magazine, trade paper, newspaper, or other medium without the express written consent of DIRECTOR.

## 24. Publication.

24.1 No copies of sketches, schedules, written documents, computer based data, photographs, maps or graphs, including graphic art work, resulting from performance or prepared in connection with this AGREEMENT, are to be released by PM/D and/or anyone acting under the supervision of PM/D to any person, partnership, company, corporation, or agency, without prior written approval by the DIRECTOR, except as necessary for the performance of the services of this AGREEMENT. All press contacts, including graphic display information to be published in newspapers, magazines, etc., are to be administered only after DIRECTOR approval.

24.2 The PM/D agrees that it will not issue any news releases or make any contact with the media in connection with either the award of this AGREEMENT or any subsequent amendment of, or effort under this AGREEMENT. PM/D must first obtain review and approval of said media contact from the DIRECTOR. Any requests for interviews or information received by the media should be referred directly to the DIRECTOR. PM/D is not authorized to serve as a media spokespersons for OWNER projects without first obtaining permission from the DIRECTOR.

## 25. Records and Audit/Inspections.

25.1 PM/D shall keep an accurate record of costs incurred by PM/D and/or Consultants employed by PM/D in the performance of this AGREEMENT.

25.2 Within ten (10) days of DIRECTOR's written request, PM/D shall allow DIRECTOR or authorized State or Federal agencies or any duly authorized representative to have the right to access, examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards or other records relating to this AGREEMENT.

25.3 PM/D shall keep such material, including all pertinent cost accounting, financial records and proprietary data for a period of three (3) years after termination or completion of the AGREEMENT or until resolution of any claim or dispute between the PARTIES, whichever is later.

25.4 Should PM/D cease to exist as a legal entity, records pertaining to this AGREEMENT shall be forwarded within a reasonable period of time not to exceed sixty (60) days to its successor in interest or surviving entity in a merger or acquisition, or, in the event of liquidation, to OWNER.

## 26. Notices.

26.1 Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the PARTIES' project managers; routine exchange of information and cooperation during the SERVICES.

26.2 Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt, or no greater than four (4) calendar days after being mailed by U. S. certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day.

26.3 All communications shall be addressed to the appropriate PARTY at the address stated herein or such other address as the PARTIES hereto may designate by written notice from time to time in the manner aforesaid.

For PM/D:

| | |
|---|---|
| Name: | Griffin Structures, Inc. |
| Address: | 2 Technology Drive, Suite 150 |
| City: | Irvine, CA 92618 |
| Attn: | Roger Torriero |
| Phone: | 949.497.9000 |
| E-mail: | rtorriero@griffinholdings.net |

For OWNER:

| | |
|---|---|
| Name: | County Executive Office/Chief Real Estate |
| Address: | 333 W. Santa Ana Blvd., 3rd Floor |
| City: | Santa Ana, CA 92702 |
| Attn: | Scott Mayer |
| Phone: | 714.834.3046 |
| E-mail: | Scott.Mayer@ocgov.com |

And to:

| | |
|---|---|
| Name: | OC Public Works |
| Address: | 300 N. Flower St., 8th Floor |
| City: | Santa Ana, CA 92703 |
| Attn: | Director |
| Phone: | 714.667.9700 |
| E-mail: | shane.silsby @ocpw.ocgov.com |

## 27. Attorney's Fees.

In any action or proceeding to enforce or interpret any provision of this AGREEMENT, or where any provision hereof is validly asserted as a defense, each PARTY shall bear its own attorney's fees, costs and expenses.

## 28. Interpretation.

28.1 AGREEMENT has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this AGREEMENT.

28.2 In addition, each PARTY has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite having the opportunity to do so.

28.3 Each PARTY further acknowledges that they have not been influenced to any extent whatsoever in executing this AGREEMENT by any other PARTY hereto or by any person representing them, or both.

28.4 Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this AGREEMENT against the PARTY that has drafted it is not applicable and is waived.

28.5 The provisions of this AGREEMENT shall be interpreted in a reasonable manner to affect the purpose of the PARTIES and this AGREEMENT.

## 29. Headings.

The various headings and numbers herein, the grouping of provisions of this AGREEMENT into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

## 30. Acceptance.

Unless otherwise agreed to in writing by OWNER acceptance shall not be deemed complete unless in writing and until all the services have actually been received, inspected, and tested to the satisfaction of DIRECTOR.

## 31. Consent to Breach not Waiver.

31.1 No term or provision of this AGREEMENT shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the PARTY claimed to have waived or consented.

31.2 Any consent by any PARTY to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.

## 32. Remedies Not Exclusive.

The remedies for breach set forth in this AGREEMENT are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain

remedies in this AGREEMENT does not preclude resort by either PARTY to any other remedies provided by law.

### 33. Independent Contractor.

33.1 As referenced in Section 4 of this AGREEMENT, PM/D shall be considered an independent contractor.

33.2 Neither PM/D, its employees nor anyone working under PM/D shall qualify for workers' compensation or other fringe benefits of any kind through OWNER.

### 34. Bills and Liens.

Provided that OWNER is not in default of its payment obligations under this AGREEMENT, PM/D shall pay promptly all indebtedness for labor, materials and equipment used in performance of the work. Provided that OWNER is not in default of its payment obligations under this AGREEMENT, PM/D shall not permit any lien or charge to attach to the work or the premises, but if any does so attach and OWNER is not in default of its payment obligations under this AGREEMENT, then PM/D shall promptly procure its release and, in accordance with the requirements of the indemnification paragraph above, indemnify, defend, and hold OWNER harmless and be responsible for payment of all costs, damages, penalties and expenses arising from or related thereto.

### 35. Changes.

PM/D shall make no changes in the work or perform any additional work without the DIRECTOR'S specific written approval.

### 36. Assignment.

The terms, covenants, and conditions contained herein shall apply to and bind the approved heirs, successors, executors, administrators and assigns of the PARTIES. Furthermore, neither the performance of this AGREEMENT nor any portion thereof may be assigned or sub-contracted by PM/D, by any means whatsoever including but not limited to acquisition by merger, without the express written consent of OWNER or as specifically permitted herein. Except as set forth herein, any attempt by PM/D to assign or sub-contract the performance or any portion thereof of this AGREEMENT without the express written consent of OWNER shall be invalid and shall constitute a breach of this AGREEMENT. As set forth hereinabove, OWNER hereby consents to PM/D subcontracting the architectural/engineering services to LPA, Inc. and pre-construction services to McCarthy Building Companies, Inc. or Swinerton Builders.

### 37. Changes in Ownership.

PM/D agrees that if there is a change or transfer in ownership, including but not limited to merger by acquisition, of PM/D's business prior to completion of this AGREEMENT, the new

owners shall be required under terms of sale or other transfer to assume PM/D's duties and obligations contained in this AGREEMENT and to obtain the written approval of OWNER of such merger or acquisition, and complete the obligations and duties contained in the AGREEMENT to the satisfaction of OWNER.

### 38. Force Majeure.

PM/D shall not be assessed with damages or unsatisfactory performance penalties during any delay beyond the time needed for the performance of this AGREEMENT caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided PM/D gives written notice of the cause of the delay to DIRECTOR within seven (7) days of the start of the delay and PM/D avails himself of any available remedies.

### 39. Compliance with Laws.

39.1 PM/D represents and agrees that services to be provided under this AGREEMENT shall fully comply, at PM/D's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by OWNER in its governmental capacity and all other laws applicable to the SERVICES at the time SERVICES are provided to and accepted by OWNER.

39.2 PM/D acknowledges that OWNER is relying on PM/D for such compliance, and pursuant to the requirements of the indemnification paragraph above, PM/D agrees that it shall defend, indemnify and hold OWNER and OWNER INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

### 40. Calendar Days.

Any reference to the word "day" or "days" herein means calendar day or calendar days, respectively, unless otherwise expressly provided.

### 41. Breach of Contract.

The failure of the PM/D to comply with any of the provisions, covenants or conditions of this AGREEMENT shall be a material breach of this AGREEMENT. In such event, in addition to any other remedies available at law, in equity, or otherwise specified in this AGREEMENT, the DIRECTOR may:

41.1 afford the PM/D written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this AGREEMENT within which to cure the breach;

41.2 discontinue payment to the PM/D for and during the period in which the PM/D is in breach; and

41.3 offset those monies disallowed pursuant to the above, against any monies billed by the PM/D but yet unpaid by the OWNER.

## 42. Conflict of Interest Contractor Personnel.

42.1 The PM/D shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the OWNER. This obligation shall apply to the PM/D, the PM/D's employees, agents, and relatives; sub-tier contractors; and third parties associated with accomplishing work and SERVICES hereunder.

42.2 PM/D's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from: making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the OWNER.

## 43. Title to Data.

43.1 All materials, documents, data or information obtained from the OWNER data files or any OWNER medium furnished to the PM/D in the performance of this AGREEMENT, will at all times remain the property of the OWNER. Such data or information may not be used or copied for direct or indirect use by the PM/D after completion or termination of this AGREEMENT without the express written consent of the OWNER.

43.2 All materials, documents, data or information, including copies furnished by COUN1Y and loaned to PM/D for his temporary use, must be returned to the OWNER at the end of this AGREEMENT unless otherwise specified by the DIRECTOR.

## 44. Staffing.

The PM/D will maintain an adequate number of competent and qualified persons, as reasonably determined by the DIRECTOR, to ensure acceptable and timely completion of the scope of services described in this AGREEMENT throughout the period of those services. If the DIRECTOR objects, with reasonable cause, to any of the PM/D's staff, the PM/D will take prompt corrective action acceptable to the DIRECTOR and, if required, remove such personnel from the PROJECT and replace with new personnel acceptable to the DIRECTOR. If PM/D breaches this section, it will be considered an event of default under this Contract.

## 45. Availability of Funds.

The obligation of OWNER is subject to the availability of funds appropriated for this purpose, and nothing herein shall be construed as obligating the OWNER to expend or as involving the OWNER in any contract or other obligation for future payment of money in excess of appropriations authorized by law.

## 46. Contingency of Funding.

PM/D acknowledges that funding or portions of funding for this AGREEMENT may also be contingent upon receipt of funds from, and/or appropriation of funds by, the State of

California or other funding sources to OWNER. If such funding and/or appropriations are not forthcoming, or otherwise limited, OWNER may immediately terminate or modify this AGREEMENT without penalty.

**47. Public Records Act.**

Pursuant to the California Public Records Act ("CPRA"), Government Code Sections 6250 et seq., all records provided by PM/D to OWNER are subject to public disclosure upon request except as otherwise provided by law. Prior to their submission to OWNER, PM/D shall identify any records it believes are exempt from disclosure, and identify the applicable CPRA exemption. If the disclosure of such records is subsequently requested, DIRECTOR will notify PM/D of such request. Unless PM/D obtains a protective order issued by a court restricting disclosure of the requested records, OWNER may disclose the records if OWNER determines that the Public Records Act requires disclosure. PM/D shall indemnify and defend OWNER in any action to compel disclosure of such records that PM/D has identified as exempt from CPRA and requested OWNER not to disclose.

//

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IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on the dates opposite their respective signatures:

**GRIFFIN STRUCTURES, INC.**
a California corporation
Contractor's License Number 793600

Date: _____

By: _____
Signature

Roger Torriero, President
Print Name & Title

*(If a corporation, the document must be signed by two corporate officers. The 1st must be either Chairman of the Board, President or any Vice President.)*

Date: _____

By: _____
Signature

Mark Hoglund, Chief Financial Officer
Print Name & Title

*(If a corporation, the 2nd signature must be either the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.)*

**COUNTY OF ORANGE**
a political subdivision of the State of California

By: _____
Chair, Board of Supervisors

Date: _____

APPROVED AS TO FORM
Office of the County Counsel
Orange County, California

By: _____
Deputy

**SIGNED AND CERTIFIED THAT**
**A COPY OF THIS DOCUMENT**
**HAS BEEN DELIVERED TO THE**
**CHAIR OF THE BOARD OF SUPERVISORS**
**PER GC § 25103, RESO. 79-1535**

_____
Robin Stieler
Clerk of the Board of Supervisors
County of Orange, California

Correspondence
3/22/16 #S25F

CITY of LAGUNA NIGUEL
30111 Crown Valley Parkway • Laguna Niguel, California 92677
Phone/949•362•4300 Fax/949•362•4340

CITY COUNCIL
Laurie Davies
Elaine Gennawey
Jerry McCloskey
Fred Minagar
Jerry Slusiewicz

March 21, 2016

Orange County Board of Supervisors
333 W. Santa Ana Boulevard
Santa Ana, CA 92701

**RE: BRIDGE AND ACCESS EASEMENT FROM ALICIA PARKWAY TO AND OVER ALISO AND WOODS CANYONS PARK – S25F ON MARCH 22, 2016 BOARD OF SUPERVISORS MEETING**

Dear Honorable Chair Bartlett and Board of Supervisors:

The City of Laguna Niguel would like to offer our support for the Board of Supervisors to approve a time extension to the existing Cooperative Agreement with South Orange County Wastewater Authority (SOCWA). A time extension would allow all parties to continue to work toward a permanent solution for site access to properties that rely on access over the bridge, including the LDS Church, which would become land locked upon the closure of the bridge.

Having attended the meeting on March 16, 2016 arranged by County staff regarding this matter, it was evident that there were many questions and many issues that still need to address and considered. Closure of the bridge without a clear solution would be premature.

Your consideration and approval of a time extension would be greatly appreciated.

Sincerely,

Rod Foster
City Manager

Cc: Laguna Niguel City Council

# County Executive Office

S25F

## Memorandum

March 18, 2016

**To:** Clerk of the Board of Supervisors

**From:** Frank Kim, County Executive Officer

**Subject:** Exception to Rule 21

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**The County Executive Office is requesting a supplemental for the March 22, 2016 Board Hearing Meeting.**

**Agency:** OC Community Resources
**Subject:** Fifth Amendment to Cooperative Agreement Aliso Water Management Agency Bridge
**District:** 5th

**Reason for supplemental:** Upon direction from Board of Supervisors, this Agenda Staff Report needs to be scheduled for the March 22, 2016 Board meeting.

Concur: _____
Chairwoman Lisa Bartlett, Supervisor, Fifth District

cc: Board of Supervisors
County Executive Office
County Counsel

Agenda Item S25F
*Clerk's Use Only*

# SUPPLEMENTAL AGENDA ITEM
# AGENDA STAFF REPORT

**MEETING DATE:** 3/22/16

**LEGAL ENTITY TAKING ACTION:** Board of Supervisors

**BOARD OF SUPERVISORS DISTRICT(S):** 5

**SUBMITTING AGENCY/DEPARTMENT:** OC Community Resources (Approved)

**DEPARTMENT HEAD REVIEW:** *Department Head Signature*

**DEPARTMENT CONTACT PERSON(S):** Scott Mayer (714) 834-3046
Stacy Blackwood (949) 923-3743

**SUBJECT:** Fifth Amendment to Cooperative Agreement Aliso Water Management Agency Bridge

| CEO CONCUR | COUNTY COUNSEL REVIEW | CLERK OF THE BOARD |
|---|---|---|
| *CEO Signature* | Approve as to form<br>*Action*<br>*County Counsel Signature* | Consent<br>3 Votes Board Majority |

**Budgeted:** N/A **Current Year Cost:** N/A **Annual Cost:** N/A

**Staffing Impact:** No **# of Positions:** N/A **Sole Source:** N/A

**Current Fiscal Year Revenue:** N/A

**Funding Source:** N/A **County Audit in last 3 years** No

**Prior Board Action:** 03/10/16 # S28B, 3/3/2015 #S45A, 6/17/2014 #24, 11/19/2013 #5, 11/22/2011 #6

## RECOMMENDED ACTION(S)

1. Find that the subject activity is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to review under CEQA.

2. Consider request by South Orange County Wastewater Authority to extend cooperative agreement and if approved, authorize the County's Chief Real Estate Officer to negotiate and execute agreements extending indemnification to and from the County of Orange related to access to and from Aliso & Wood Canyons Regional Wilderness Park, including the proposed Fifth Amended Cooperative Agreement, in substantially the form attached, with the South Orange County Wastewater Authority as long as such terms do not place the County of Orange at substantial risk of liability.

## SUMMARY:

Approval of the delegated authority to negotiate and execute agreements extending indemnification to and from the County of Orange related to access to and from Aliso & Wood Canyons Regional Wilderness Park has been requested by South Orange County Wastewater Authority and will enable continuing negotiations related to public access to the park and the surrounding area.

## BACKGROUND INFORMATION:

Indemnification agreements such as the Fifth Amended Cooperative Agreement requested by the South Orange County Wastewater Authority ("SOCWA") requires authorization because the preceding agreement expired on March 10, 2016. Entering into an indemnification agreement will allow negotiations on a long-term agreement to continue.

The Aliso Water Management Agency ("AWMA") bridge was constructed in 1979 as part of a road built by AWMA on privately-owned land to serve the agency's wastewater treatment plant in lower Aliso Canyon. The rights to do so were provided in an access easement granted to AWMA by the property owner. In 1985, the privately-owned land was dedicated to the County of Orange for inclusion in Aliso and Wood Canyons Wilderness Park, with AWMA and AWMA's successor agency, SOCWA, retaining the access easement for the bridge and road. Additionally, because the bridge was built by AWMA and not the County, the bridge's ownership has remained with SOCWA, and SOCWA has continued to maintain and repair the bridge.

On November 22, 2011, SOCWA and the County entered into the Cooperative Agreement (Attachment A) to mutually develop a plan for the bridge's permanent repair or replacement, provide SOCWA with indemnification against liability from public use of the bridge, and provide the County with indemnification against liability from its use by SOCWA.

First, Second, and Third Amendments were approved by your Board on November 19, 2013, June 17, 2014, and December 16, 2014, respectively, to extend the 2011 Cooperative Agreement through March 1, 2015 to allow the County and SOCWA to continue developing a new agreement that would address the long-term plans for the bridge. A Fourth Amendment was approved on March 10, 2015, making modifications to the County's indemnification of SOCWA. The Fourth Amendment expired on March 10, 2016.

Negotiations between County and SOCWA staff regarding allocation of the project costs and the ongoing operation and maintenance responsibilities have extended beyond the Cooperative Agreement expiration date of March 1, 2015. Additionally, on March 3, 2015, your Board directed staff to return to the Board with an extension of the 2011 Cooperative Agreement to allow for the bridge to remain open under the Agreement's indemnification provisions, inclusion of additional stakeholders in the discussion, and continued negotiations and development of a long-term agreement with SOCWA. Since the expiration of the Third Amendment, SOCWA has prohibited full use of the bridge by reducing visitors' access to one lane of traffic in one direction. SOCWA's enforcement of this limited access includes signs, large barriers, and the use of an armed security guard. These controls remain in place currently.

The Fourth Amendment to the Cooperative Agreement was approved on March 10, 2015. The Fourth Amendment expired on March 10, 2016.

Negotiations between County, SOCWA, City of Laguna Niguel, City of Aliso Viejo, Church of Jesus Christ Latter-day Saints and Aliso Viejo Community Association staff regarding allocation of the project costs and the ongoing operation and maintenance responsibilities have extended beyond the Cooperative Agreement expiration date.

On March 17, 2016, the SOCWA Board requested an extension to the existing Cooperative Agreement for 45 days. The proposed new termination date of May 11, 2016, is beyond that period, but if approved by the Board will give the parties' time to continue discussion and see if a suitable agreement can be reached by all parties.

A Fifth Amendment (Attachment B) has been prepared and is provided to your Board for consideration. Additionally, authority for the Chief Real Estate Officer to negotiate and execute indemnity agreements with other stakeholders related to the bridge and access to the park is requested to facilitate a mutually beneficial agreement for all parties.

Compliance with CEQA: This action is not a project within the meaning of CEQA Guidelines Section 15378 and is therefore not subject to CEQA since it does not have the potential for resulting in either a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment. The approval of this agenda item does not commit the County to a definite course of action in regard to a project since the action authorized herein may lead to the negotiation of an agreement. This proposed activity is therefore not subject to CEQA. Any future action connected to this approval that constitutes a project will be reviewed for compliance with CEQA.

**FINANCIAL IMPACT:**

N/A

**STAFFING IMPACT:**

N/A

**ATTACHMENT(S):**

Attachment A – Cooperative Agreement
Attachment B - Fifth Amended Cooperative Agreement

# COOPERATIVE AGREEMENT
# REGARDING
# THE ALISO WATER MANAGEMENT AGENCY BRIDGE

THIS COOPERATIVE AGREEMENT ("Agreement") is made and entered into as of _____ by and between SOUTH ORANGE COUNTY WASTEWATER AUTHORITY, an entity created under California Government Code Section 6500 *et seq.* and the joint powers agreement entitled "Joint Exercise of Powers Agreement Creating South Orange County Wastewater Authority, Orange County, California and terminating Aliso Water Management Agency, South East Regional Reclamation Authority, South Orange County Reclamation Authority," dated July 1, 2001 ("SOCWA") and the COUNTY OF ORANGE, California, a political subdivision of the State of California ("County"). The County and SOCWA may individually be referred to herein as a "Party" and jointly as the "Parties."

## RECITALS

WHEREAS, the Aliso Water Management Agency Bridge ("AWMA Bridge"), as depicted on Exhibit "A," attached hereto and incorporated herein by this reference, was constructed by AWMA as a predecessor-in-interest of SOCWA in 1979 to allow temporary construction access to the current SOCWA Coastal Treatment Plant ("Coastal Treatment Plant") from Alicia Parkway in Laguna Niguel; and

WHEREAS, the County now owns fee title to the property on which the AWMA Bridge is constructed and SOCWA owns the AWMA Bridge and has an easement over the AWMA Bridge and a road for access to the Coastal Treatment Plant over County park property (and other private property); and

WHEREAS, in 1990 AWMA and the County executed the "Agreement Regarding Joint Use of AWMA Coastal Treatment Plant Access Easement," ("Joint Use Agreement"), a copy of which is attached hereto as Exhibit "B".

WHEREAS, patrons of the County's Aliso and Wood Canyons Wilderness Park ("Park") now utilize the AWMA Bridge for ingress and egress to the staging area for the Park, and for accessing the bicycle and hiking trails throughout the Park; and

WHEREAS, since 1979 the communities around the AWMA Bridge have grown exponentially and now various people and entities utilize the AWMA Bridge for ingress and egress; and;

WHEREAS, SOCWA has provided a study of the AWMA Bridge conditions to County (as well as other public agencies and private entities listed in the ninth recital below as "interested stakeholders") and it has been determined by SOCWA and County certain safety improvements should be made; and,

WHEREAS, because of the safety concerns, the AWMA Bridge is only open to one-way traffic to reduce the load on the AWMA Bridge; and,

WHEREAS, County and SOCWA both have an interest in having immediate short term safety improvements made to the AWMA Bridge for public traffic safety and so that the AWMA Bridge may be open again to two-way traffic; and,

WHEREAS, the Parties are in agreement that it is in their joint interest to keep the AWMA Bridge open and to develop a long-term plan for the permanent repair and/or replacement of the AWMA Bridge, which may include shared cost and liability between the Parties to this Agreement and other entities which patrons also regularly use the AWMA Bridge, such as the Capistrano Unified School District ("CUSD"), the Church of Jesus Christ of the Latter-Day Saints, the City of Laguna Niguel and the City of Aliso Viejo, ("Aliso Viejo") (collectively, the "interested stakeholders"); and,

WHEREAS, the Parties desire to enter into this Agreement to provide for certain interim safety repairs and indemnification for certain claims of liability to the end of keeping the AWMA Bridge open in the near term and to develop a subsequent cooperative agreement with the interested stakeholders regarding implementation of a long-term plan for the AWMA Bridge.

## AGREEMENT

### Section 1. Term

The term of this Agreement shall be twenty-four (24) months ("Term") from the date that each Party has approved and signed the Agreement ("Commencement Date"), unless the Agreement has been extended by mutual written agreement of the Parties.

### Section 2. Long-Term Plan for AWMA Bridge

A. The Parties agree to cooperate in the development of a long-term plan for the repair and/or replacement of the AWMA Bridge. Such plan may include, but not be limited to, specific improvements required and their associated costs, sharing of the costs with the interested stakeholders, temporary closure of the AWMA Bridge, and transfer of ownership of the AWMA Bridge to the County or the City of Laguna Niguel.

B. The Parties agree to equally share in the costs of any assessment or testing that needs to be done to develop a long-term plan for the repair and/or replacement of the AWMA Bridge. To that end SOCWA shall take the lead on such assessment or testing and invoice the County its proportionate share at the address listed below. County's proportionate share payments for the cost of such assessment or testing shall not exceed a total of $25,000. County shall

remit its share of costs within thirty (30) days of receipt of any invoice from SOCWA.

C. SOCWA shall complete a traffic study to determine the destinations of the users of the AWMA Bridge in order to proportionally allocate the costs of implementing a long-term plan among the interested stakeholders group. County agrees to pay half of the cost of the traffic study, and invoicing and payment by County shall be in accordance with subsection 2.B above. The County's proportionate share of the cost of the traffic study shall not exceed $25,000.

D. The Parties understand that any long-term plan for the repair and/or replacement of the AWMA Bridge will require a subsequent cooperative agreement to be approved by the governing board of each Party, as well as by the interested stakeholders to the extent of any such participation, and that approval of this Agreement does not necessarily mean that a Party will approve the subsequent cooperative agreement.

**Section 3. Interim Safety Improvements.**

SOCWA will complete, at SOCWA's sole expense, the interim safety improvements to the AWMA Bridge, as specified in the Scope of Work attached hereto as Exhibit "C," in accordance with the currently anticipated schedule in Exhibit "C." The Parties agree the Scope of Work and schedule are each subject to reasonable revision by SOCWA prior to or during installation of the improvements. SOCWA will notify County of any such revisions SOCWA determines is necessary, and shall keep the County informed as to the schedule of completion. The Parties recognize that the AWMA Bridge may be closed to vehicular, pedestrian and bicycle traffic in one or both directions during the course of installation of the interim safety improvements, as determined by SOCWA in its sole discretion.

Provided both Parties have executed this Agreement, and subject to SOCWA's completion and the installation of the interim safety improvements, County may make the determination to allow two-way traffic on the AWMA Bridge. County shall notify SOCWA in advance of such determination. Additionally, prior to the time of the completion of the interim safety improvements, the County reserves the right to prohibit all traffic on the AWMA Bridge for safety reasons

**Section 4. Liability and Indemnification.**

For purposes of this Section 4 and this Agreement, the following definition applies: "Claim(s)" shall mean any liability imposed for injury (as defined by Government Code Section 810.8), whether strict liability or for negligence, and all other claims, damages, penalties, losses, injury, accident, costs or expense of any kind or character to any person or property, or attorney's fees.

A. SOCWA-No Liability. SOCWA and its member agencies, and each of their directors, officers, employees, representatives, independent contractors and agents shall have no responsibility, and incur no liability for any Claims arising out of, resulting from, or in connection with any use of the AWMA Bridge by (i) the County, or by County's officers, employees, agents, independent contractors or representatives, or invitees; or (ii) any member of the public, invitees, or other person or entity, including the interested stakeholders (with the limited exception of use of the AWMA Bridge by SOCWA's own officers, employees, representatives, invitees, agents or independent contractors for purposes of accessing the Coastal Treatment Plant or other SOCWA facilities), whether vehicular, pedestrian or bicycle,. This limitation on liability shall apply to any and all Claims made by any person or entity during the term of this Agreement. In furtherance of this limitation, and to address SOCWA's concern over exposure to liability by agreeing to keep the AWMA Bridge open for the benefit of, and use by the County, the interested stakeholders and members of the public, County agrees to indemnify SOCWA as set forth hereafter in Section 4.B.

B. Indemnification of SOCWA.

1. Pursuant to Government Code Section 895.4, COUNTY shall fully indemnify, defend and hold SOCWA, each of SOCWA's member agencies, and each of their directors, officers, employees, agents, representatives and independent contractors (the "SOCWA Indemnitees") harmless from any Claims arising out of, resulting from or in connection with, any use of the AWMA Bridge by (i) the County, its officers, employees, representatives, invitees, agents or independent contractors, or (ii) any member of the public, invitees, or other person or entity, including the interested stakeholders, whether vehicular, pedestrian or bicycle (with the limited exception of use of the AWMA Bridge by SOCWA's officers, employees, representatives, invitees, agents or independent contractors when acting in such capacities for purposes of accessing the Coastal Treatment Plant or other SOCWA facilities). This agreement to indemnify SOCWA shall apply to any and all such Claims arising out of, or related to, occurrences during the term of this Agreement, including any extensions of that term. Notwithstanding any other term set forth in this Agreement, County's obligation to indemnify the SOCWA Indemnitees shall survive the termination of this Agreement.

2. Additional Indemnity Terms. County also waives and releases all Claims and recourse against the SOCWA Indemnitees, including the right of contribution for loss or damage of persons or property arising from, growing out of or in any way connected with the matters County is obligated to indemnify the SOCWA Indemnitees from and/or against as set forth in Section 4.B.1 above. The indemnity obligation of the County set forth in Section 4.B.1 above shall include, but is not limited to, the burden and expense of defending all claims, lawsuits and administrative proceedings, even if such claims, lawsuits or proceedings are groundless, false or fraudulent, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against the SOCWA Indemnitees. The indemnities provided by the County in this Agreement shall not require payment as a condition precedent nor shall a finding of liability or an obligation to indemnify be a condition precedent to the obligation to defend the SOCWA Indemnitees.

C. Indemnification of County.

1. Pursuant to Government Code Section 895.4, SOCWA shall fully indemnify, defend and hold County, its directors, officers, employees, agents, representatives and independent contractors (the "County Indemnitees") harmless from any Claims arising out of, or resulting from, use of the AWMA Bridge for access purposes to and from the Coastal Treatment Plant or other SOCWA facilities, by SOCWA, its officers, employees, representatives, invitees, agents or independent contractors. Notwithstanding any other term in this Agreement to the contrary, SOCWA's indemnity obligation herein does not include Claims based on, in whole or in part, SOCWA's ownership of the AWMA Bridge or access easement over the AWMA Bridge, or SOCWA's design, construction, maintenance, operation, repair, or reconstruction activities or actions related to the AWMA Bridge, whether past or future activities or actions. This agreement to indemnify County shall apply to any and all such Claims arising out of, or related to, occurrences during the term of this Agreement. Notwithstanding any other term set forth in this Agreement, SOCWA's obligation to indemnify the County Indemnitees shall survive the termination of this Agreement.

2. Additional Indemnity Terms. SOCWA also waives and releases all Claims and recourse against the County Indemnitees, including the right of contribution for loss or damage of persons or property arising from, growing out of or in any way connected with the matters SOCWA is obligated to indemnify the County Indemnitees from and/or against as set forth in Section 4.C.1 above. The indemnity obligation of SOCWA set forth in Section 4.C.1 above shall include, but is not limited to, the burden

and expense of defending all claims, lawsuits and administrative proceedings, even if such claims, lawsuits or proceedings are groundless, false or fraudulent, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against the County Indemnitees. The indemnities provided by the SOCWA in this Agreement shall not require payment as a condition precedent nor shall a finding of liability or an obligation to indemnify be a condition precedent to the obligation to defend County Indemnitees.

D. To the extent the no-liability and indemnity terms in Section 4 of this Agreement conflict with the indemnity clause under Section 6 of the Joint Use Agreement, or any other terms of the Joint Use Agreement, the terms of this Agreement shall control.

**Section 5. Notices.**

Notices or other communications under this Agreement shall be provided as follows:

If to County: County of Orange
OC Parks
13042 Old Myford Road
Irvine, CA 92602-2304

If to SOCWA: South Orange County Wastewater Authority
34156 Del Obispo Avenue
Dana Point, CA 92629
Attn: General Manager

Each Party may change its address by giving notice in writing to the other Party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by telefacsimile, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these time frames, weekends, federal, state, or County holidays shall be excluded.

**Section 5. Miscellaneous Provisions.**

A. This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. The Parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise

out of, in connection with or by reason of this Agreement.

B. Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind its respective Party to each of the terms of this Agreement, and shall indemnify the other Party fully, including reasonable costs and attorney's fees, for any injuries or damages to that Party in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

C. Any amendments to this Agreement shall be in writing and shall be properly executed by each Party. If any portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

D. If any legal action is necessary to enforce any provision of this Agreement or for damages by reason for an alleged breach of any provisions of this Agreement, the Parties agree that attorney's fees shall not be recoverable by the prevailing party; provided, attorneys fees shall be recoverable by the prevailing party for any legal action to enforce the indemnity terms of this Agreement under Section 4, including for any damages by reason of breaching such indemnity terms.

E. This Agreement may be signed in counterparts, each of which shall constitute an original.

F. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

[REMAINDER OF THIS PAGE BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the date and year first above written.

**COUNTY**

County of Orange, a political subdivision of the State of California

Signed and certified that a copy of this document has been delivered to the Chair of the Board per G.C. Sec. 25103, Resolution 79-1535

By: _____
Chair

Attest:

_____
Darlene J. Bloom
Clerk of the Board of Supervisors
Orange County, California

APPROVED AS TO FORM:
County Counsel
Orange County, California

By: Marianne Van Riper

**SOCWA**

APPROVED AS TO FORM:
Bowie, Arneson, Wiles & Giannone

By: Adrian B. Giannone

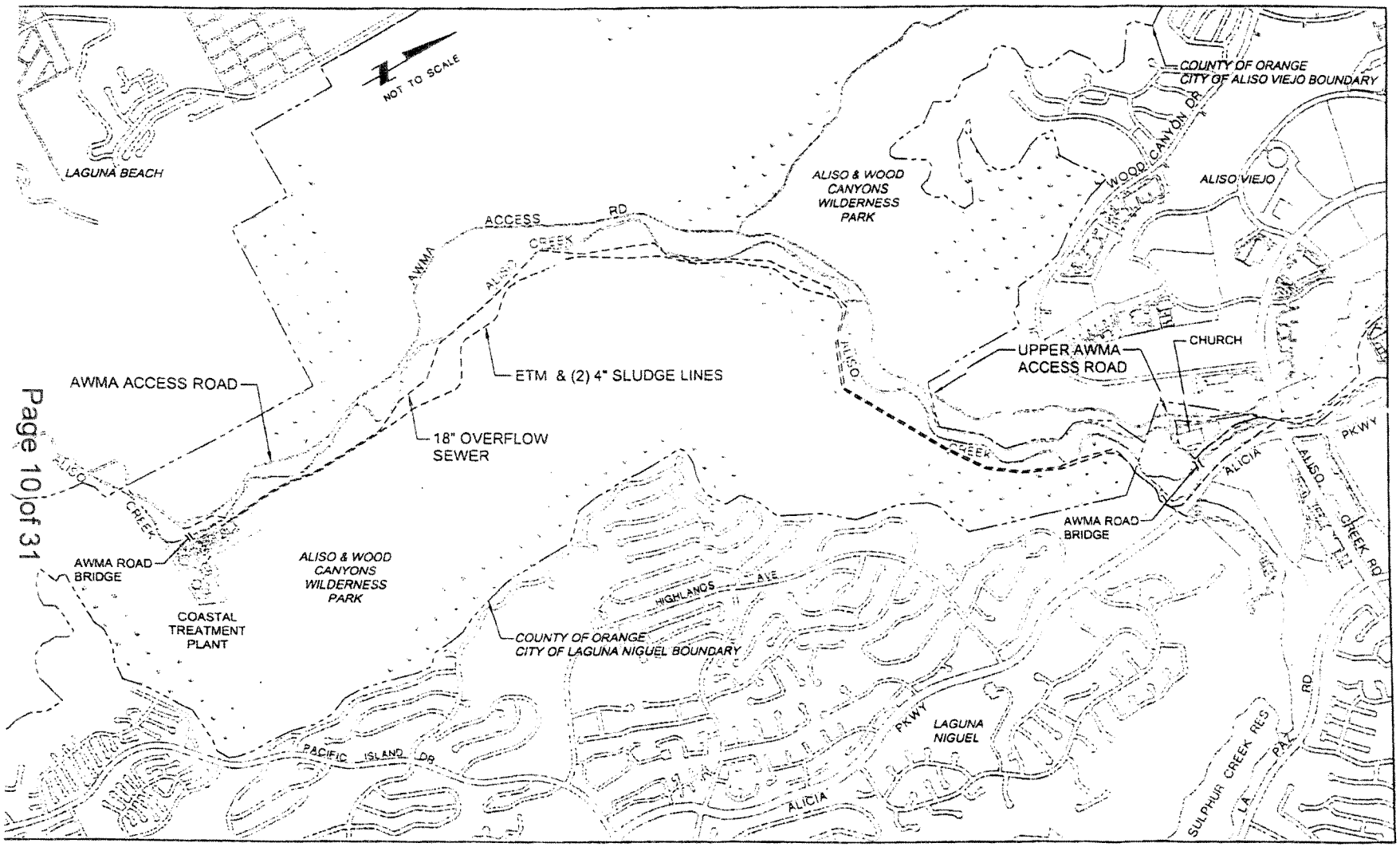
South Orange County Wastewater Authority

By: _____

**EXHIBIT "A"**

**Depiction of AWMA Bridge**

EXHIBIT A




Date:
JULY 8, 2002

Aliso Creek Emergency Sewer (ACES)
**ALISO CREEK EMERGENCY SEWER**
EXISTING FACILITIES AND IMPROVEMENTS

SOCWA
South Orange County Wastewater Authority

**EXHIBIT "B"**

**1990 Joint Use Agreement**

AGREEMENT REGARDING JOINT USE OF

AWMA COASTAL TREATMENT PLANT ACCESS EASEMENT

This Agreement is made and entered into this 6th day of March, 1990, by and between the Aliso Water Management Agency, an entity created by the Joint Powers Agreement entitled "Joint Exercise of Powers Agreement Creating Aliso Water Management Agency, Orange County, California, (hereinafter referred to as "AWMA"); and the County of Orange, (hereinafter referred to as "County").

R E C I T A L S:

WHEREAS, AWMA owns a wastewater treatment facility known as the Aliso Water Management Agency Coastal Treatment Plant (hereinafter referred to as "Coastal Treatment Plant"); and

WHEREAS, AWMA was previously granted a non-exclusive fifty foot easement (hereinafter referred to as "AWMA Easement") for purposes of ingress and egress to the Coastal Treatment Plant from Alicia Parkway; and



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3/2/90

WHEREAS, AWMA constructed a twenty-four foot road (hereinafter referred to as "AWMA Access Road") for purposes of ingress and egress to its Coastal Treatment Plant which road is used by AWMA vehicles and vehicles of AWMA agents, including but not limited to various construction vehicles; and

WHEREAS, the County of Orange now owns the servient estate upon which AWMA's easement is located; and

WHEREAS, the County of Orange now owns the servient estate upon which AWMA's easement is located; and

WHEREAS, the County of Orange is in the process of developing the Aliso and Wood Canyon Regional Park (hereinafter referred to as "Regional Park") in which the County plans park development; and

WHEREAS, the County has proposed an interim operations plan which includes a natural dirt trail to be used by bicyclists, hikers, and equestrians beginning at the parking area west of the existing AWMA bridge, continuing adjacent and parallel to the AWMA access road and crossing the AWMA road approximately 1/4 mile from the confluence of Wood Canyon and the road. At Wood Canyon, the trail follows the existing dirt road north through the canyon.



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3/2/90

NOW, THEREFORE, in consideration of the mutual covenants set forth below, the parties hereto agree as follows:

Section 1. Construction of Bicycle Path. AWMA acknowledges that the County has the right to construct a ten foot natural dirt bicycle path adjacent to the AWMA Access Road from the County's public parking area west of the AWMA bridge and to cross the AWMA easement 1/4 mile south of the Wood Canyon confluence continuing on the east side of the AWMA Access Road to the Wood Canyon Trail/Road connection, as depicted on the attached Exhibit "A".

Section 2. Gate and Fencing Requirements. In order to prevent users of the trail from traversing the AWMA Access Road, the County shall construct two gates. The first gate will be located near the park entrance and shall be designed to deter park visitors and vehicles from using the AWMA Access Road, and shall be signed accordingly.

The second gate will be located at the point at which the trail crosses the AWMA Access Road. The gate will be constructed in such a manner as to prevent non-AWMA and non-County vehicles, or vehicles which do not belong to agents of AWMA or County from accessing the AWMA Coastal Treatment Plant. Fencing will be installed on the north and south sides of the gate to deter bicyclists, hikers, and equestrians from accessing



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3/2/90

the AWMA Coastal Treatment Plant. The location of the first and second gates shall be as depicted on Exhibit "B". Gate design will be consistent with the existing gates at the entrance of the park pursuant to County standards.

The County agrees, at its sole expense, to install an electric powered gate at the second gate location to provide the necessary barrier to stop Regional Park visitors from traversing the AWMA Access Road to the AWMA Coastal Treatment Plant. This second electric gate shall be a card-key gate for AWMA and County support staff and suppliers, the design of which shall be subject to AWMA's review and approval, and AWMA agrees not to unreasonably withhold said approval. County agrees to install the electric gate within ninety (90) days after notification by AWMA that the power source planned near the second gate becomes available from the adjacent development by Aliso Viejo.

Section 3. Speed Limit and Directional Signs. A speed limit of 10 mph will be posted by the County along that portion of the Access Road next to which the trail is constructed, as shown on Exhibit "B" attached hereto. Both County and AWMA employees and agents will be required to comply with the 10 mph speed limit. The County will also post directional signs at the beginning, end, and periodically along the course of the trail indicating the routes which trail users may take, specifically

directing trail traffic away from the Coastal Treatment Plant at the end of the trail, and prohibiting trail users from proceeding beyond the gate at the end of the trail.

Section 4. Maintenance of Road. Maintenance of the AWMA Access Road will be the responsibility of the AWMA. This responsibility is predicated on the primary use of the road by AWMA service vehicles and support vehicles to the Coastal Treatment Plant be that for services or construction or related activity. Should this use change, and the County Harbors, Beaches and Parks Department allows recreationalists to utilize the access road, at other times than strict weekend use, as further defined in Section 6 of this Agreement, then the County will be obligated to pay a proportionate share of the maintenance of the roadway for the safety and the benefit of individuals and park enthusiasts using the roadway. It will also be the responsibility of the County to maintain the area adjacent to the roadway and bike trail such that a fire hazard does not exist for users of the AWMA Access Road. This includes, but is not limited to, keeping the culvert on both sides of the road clear to prevent flooding when rain might occur.

Section 5. Flood Repair. If the Access Road is flooded, or appears in AWMA's judgement to be in danger of being flooded, AWMA shall consult with the County on preventative measures AWMA shall take. The County will not unreasonably

restrict AWMA in the implementation of such measures. The intent of this Section will be to clarify AWMA's need to take emergency precautions during heavy flooding conditions.

Section 6. Maintenance Costs and Indemnification Regarding Public Use of Access Road. As contribution of a reasonable portion of its share of the Access Road Maintenance Costs, County shall contribute each year an amount of ONE THOUSAND DOLLARS AND NO CENTS ($1,000) to be utilized by AWMA as partial payment for its general liability insurance which policy includes coverage for incidents pertaining to the Access Road. AWMA shall add the County of Orange as an additional insured to such policy.

Additionally, County shall fully indemnify and hold AWMA harmless for any liability incurred to a member of the public or an agent, employee or officer of the County without fault on the part of AWMA or any of its agents, officers or employees. Such indemnification of AWMA shall include all costs of defense, if any, incurred by AWMA. AWMA shall in no manner be responsible or liable for any damages caused directly or indirectly by the sole actions, inaction or negligence of the County.

Section 7. Public Use of the Access Road. Bike riders, hikers, and equestrians, may utilize the Access Road on a weekend only basis subject to the limits set forth in this Agreement. Specifically, weekend use shall constitute use only at the following times: Saturday and Sunday 7:00 a.m. to sunset.

Section 8. Operations Committee. By this Agreement, an operations committee will exist for the purpose of clarifying unresolved matters requiring clarification or interpretation arising pursuant to this Agreement. The General Manager of AWMA and the Director of Harbors, Beaches, and Parks, Environmental Management Agency shall resolve issues affecting the use of the AWMA roadway by both the County and AWMA. If the operations committee members cannot agree upon a solution to a particular problem or the interpretation of a particular contract matter, then the matter may be addressed by Arbitration.

Section 9. Arbitration. Any controversy or claim between the parties to this Agreement, including but not by way of limitation, any claims, disputes, demands, differences, controversies, or misunderstandings arising under, out of, or in relation to this Agreement, or any alleged breach thereof, shall be submitted to and determined by arbitration. To the extent not inconsistent herewith, the rules of the American Arbitration Association, hereinafter referred to as "AAA", shall apply. The

party desiring to initiate arbitration shall give notice of its intention to arbitrate to the other party to this Agreement. Such notice shall designate such other parties, if any, as the initiating party intends to have bound by any award made therein. Within twenty (20) days of the service of the initial demand for arbitration, the AAA, shall submit simultaneously to the initiating party and to all parties, named as respondents or filing a response therein, an identical list of names of persons chosen from the AAA National Panel of Arbitrators. Each party to the dispute shall have seven (7) consecutive calendar days from the mailing date in which to cross off any names to which it objects, number the remaining names indicating the order of its preference and return the list to the AAA. If a party does not return the list within the time specified, all persons named therein shall be deemed acceptable to such party. From among the persons who have been approved on both lists, in accordance with the designated order of mutual preference, the AAA shall invite the acceptance of an arbitration panel consisting of three persons from those designated, or if for any reason an acceptable panel of three arbitrators is unable to act; or if for any other reason the appointment cannot be made from the submitted list, the AAA shall have the power to make the appointment of the panel of the three arbitrators from other members of the list originally submitted, without the submission of any additional list.



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The panel of arbitrators shall determine the rights of the parties in accordance with the law, and the award shall be subject to review as to the panel's application of the law by any court having jurisdiction thereof, whether or not any mistake of the law shall appear upon the face of the award. As to all questions of fact, however, the determination of the arbitrators shall be binding upon all parties and shall be final. Any party shall be entitled to written findings of fact and conclusions of law as to all issues determined by the award. Subject to the above limitations, the award shall be binding upon all parties to the arbitration and judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

The arbitrators may, in their discretion, as part of the arbitration award, impose upon any one party or allocate among the parties, the liability for the arbitration fees and expenses. Such allocatable expenses may include the expenses of producing witnesses, the cost of stenographic records, the cost of any transcripts, travel expenses of the arbitrators and Tribunal Administrator, the expenses of any witnesses, the cost of any proofs produced at the direct request of the arbitrators, and any other expenses relating directly to the arbitration. In the event of the failure of the arbitrators to provide for the

allocation of such fees and expenses, the arbitration fees shall be divided equally between the parties and the expenses shall be borne by the party incurring them.

Section 10. Notices.

(a) All notices or other communications among AWMA and the County required or permitted hereunder shall be in writing and personally delivered or sent by first class mail, postage prepaid, to the following addresses:

If to AWMA
Aliso Water Management Agency
25411 Cabot Road, Suite 209
Laguna Hills, California 92653
Attention: General Manager

and to

South Coast Water District
31592 West Street
Laguna Beach, California 92677
Attention: General Manager

If to County:
EMA/Harbors, Beaches, and Parks
12 Civic Center Plaza
P.O. Box 4048
Santa Ana, California 92702-4048
Attention: Director

A notice shall be deemed "transmitted" on the date of personal delivery if personally delivered, or the day it is deposited in the mail, if mailed.

(b) Any party may change the address to which notices are to be given to it by giving notice of such change of address in the manner set forth above for giving notice.

Section 11. Severability. In case a provision of this Agreement shall be held invalid, illegal or unenforceable, such provision shall be severable from the rest of this Agreement and the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

Section 12. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, representatives, successors, and assigns.

Section 13. Headings. Headings of the Articles and Sections of this Agreement are inserted for convenience only and shall not be deemed to constitute a part hereof.

Section 14. Modifications. This Agreement cannot be changed, modified, or supplemented except in writing signed by the party against whom enforcement of such change, modification, or supplement is sought.



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Section 15. Interpretation; Applicable Law. This Agreement shall be construed as if prepared by all parties hereto. This Agreement shall be governed by and construed in accordance with the laws of California and the laws of the United States of America prevailing in California.

Section 16. Attorneys' Fees. In the event of any litigation among the parties regarding this Agreement, the prevailing party shall be entitled to payment by the losing party of the prevailing party's reasonable attorneys' fees, court costs, and litigation expenses, as determined by the court.

Section 17. No Waiver. No delay or omission in the exercise of any right or remedy available hereunder shall impair such right or remedy or be construed as a waiver. Any waiver of any default or condition hereunder must be in writing and shall not be construed as a waiver of any other default or condition concerning the same or any other provision of this Agreement.

Section 18. General Standard of Reasonableness. Any provision of this Agreement which requires the consent or approval of any party shall be deemed to require that such consent or approval not be unreasonably withheld or delayed, unless such provision expressly incorporates a different standard.

Section 19. Business Days. Whenever a date or time period specified in this Agreement falls or ends on a Saturday, Sunday, or national or California holiday, the date or time period shall be extended to the next day which is not a Saturday, Sunday, or holiday.

Section 20. Effective Date. For purposes of this Agreement, the term "Effective Date" shall mean the date on which this Agreement is executed by the last of the parties to execute this Agreement as set forth opposite their respective signatures.

Dated: March 6, 1990

ALISO WATER MANAGEMENT AGENCY

By: [signature]

Its: Chairman

Dated: 3/20/90

COUNTY OF ORANGE

By: [signature]

Its: CHAIRMAN, BOARD OF SUPERVISORS

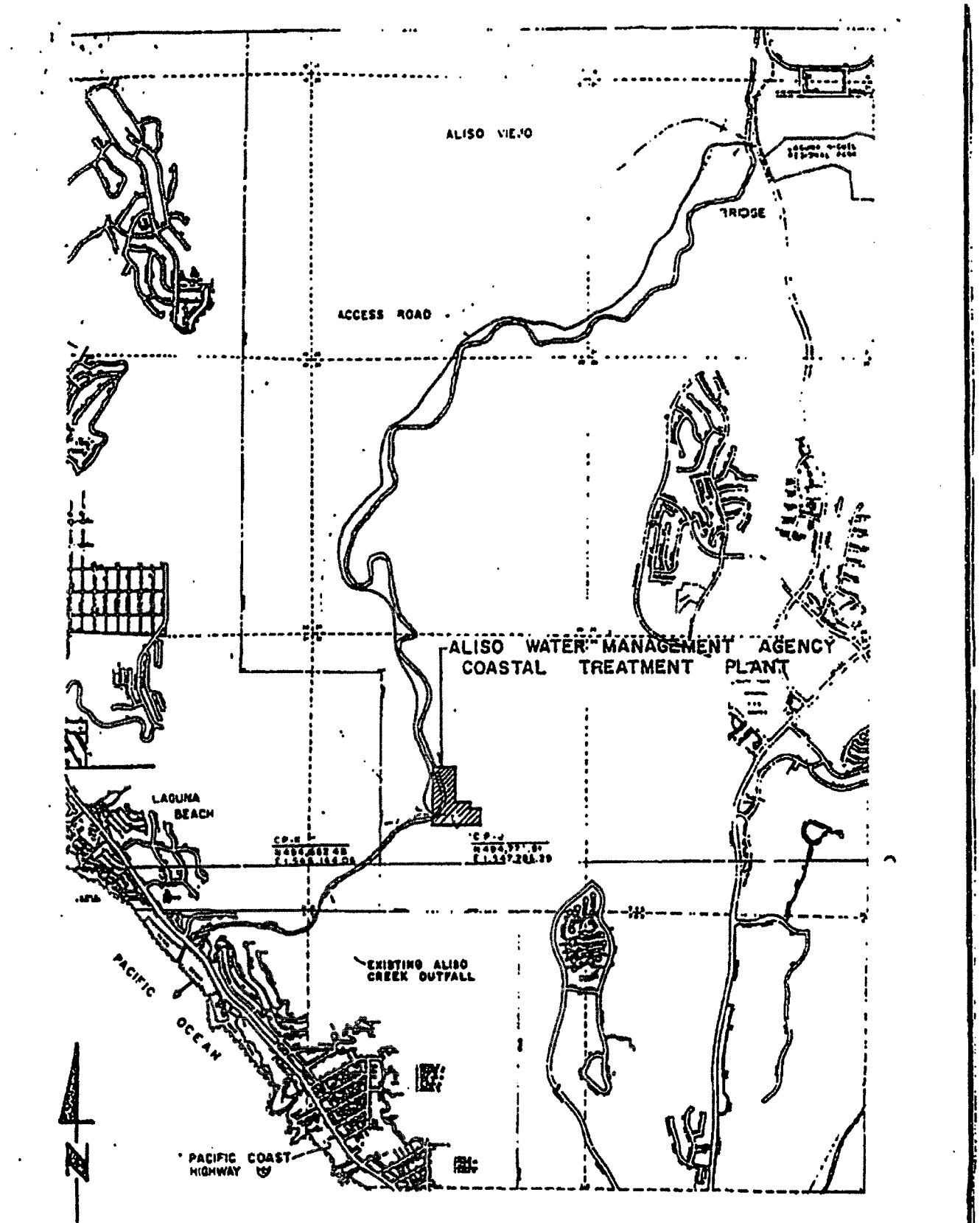
SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.

[signature]
LINDA D. RUTH 3/20/90
Clerk of the Board of Supervisors
County of Orange, California

APPROVED [illegible]
[illegible]
By [illegible]
Dated [illegible]

CJG:0803
3/2/90

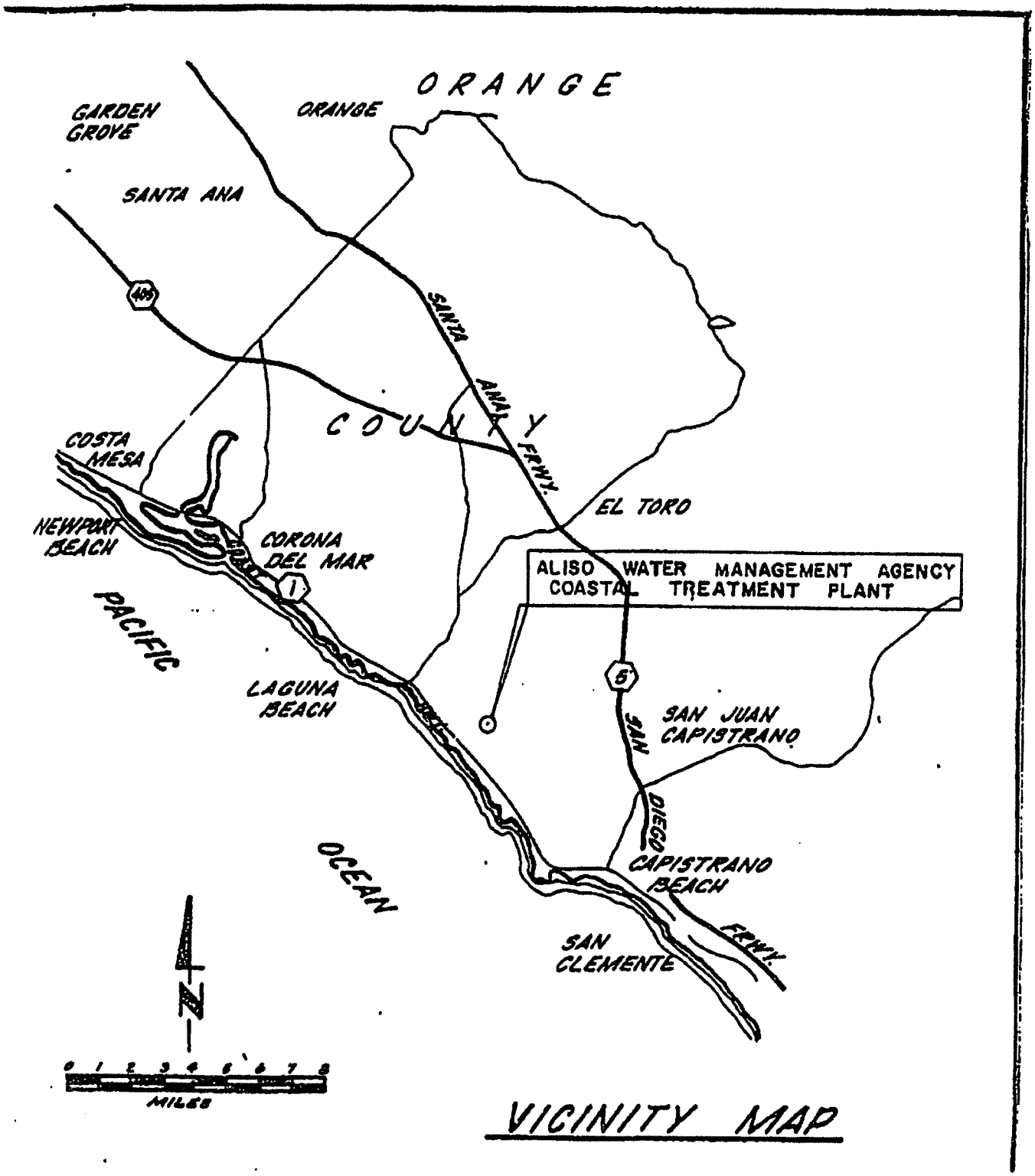
Exhibit A




LOCATION MAP

EXHIBIT "A"

Page 1 of 3




VICINITY MAP

EXHIBIT "A"
Page 2 of 3

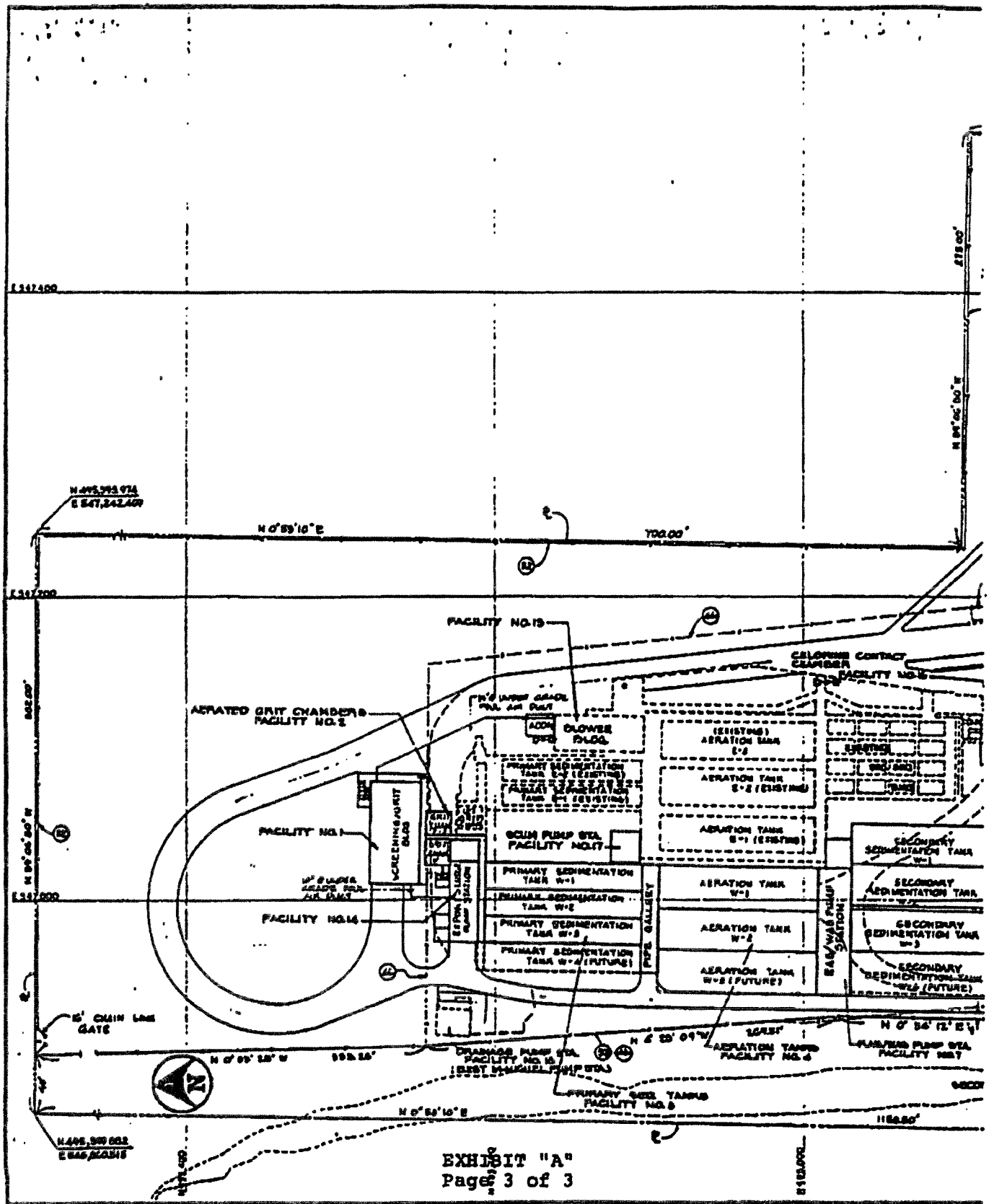



EXHIBIT "A"
Page 3 of 3

| REV | DATE | BY | DESCRIPTION | SCALE: 1" = 60' | DESIGNED M.J.M. | SUBMITTED | C.E. 60974 | AUG. 79 |
|---|---|---|---|---|---|---|---|---|
| | | | | | DRAWN M.D. | PROJECT ENGINEER | C.E. NO. | DATE |
| | | | | | CHECKED E.V.S. | RECOMMENDED | C.E. 10900 | AUG. 79 |
| | | | | | | VTN CONSULTANTS, INC. | C.E. NO. | DATE |

VTN ENGINEERS ARCHITECTS

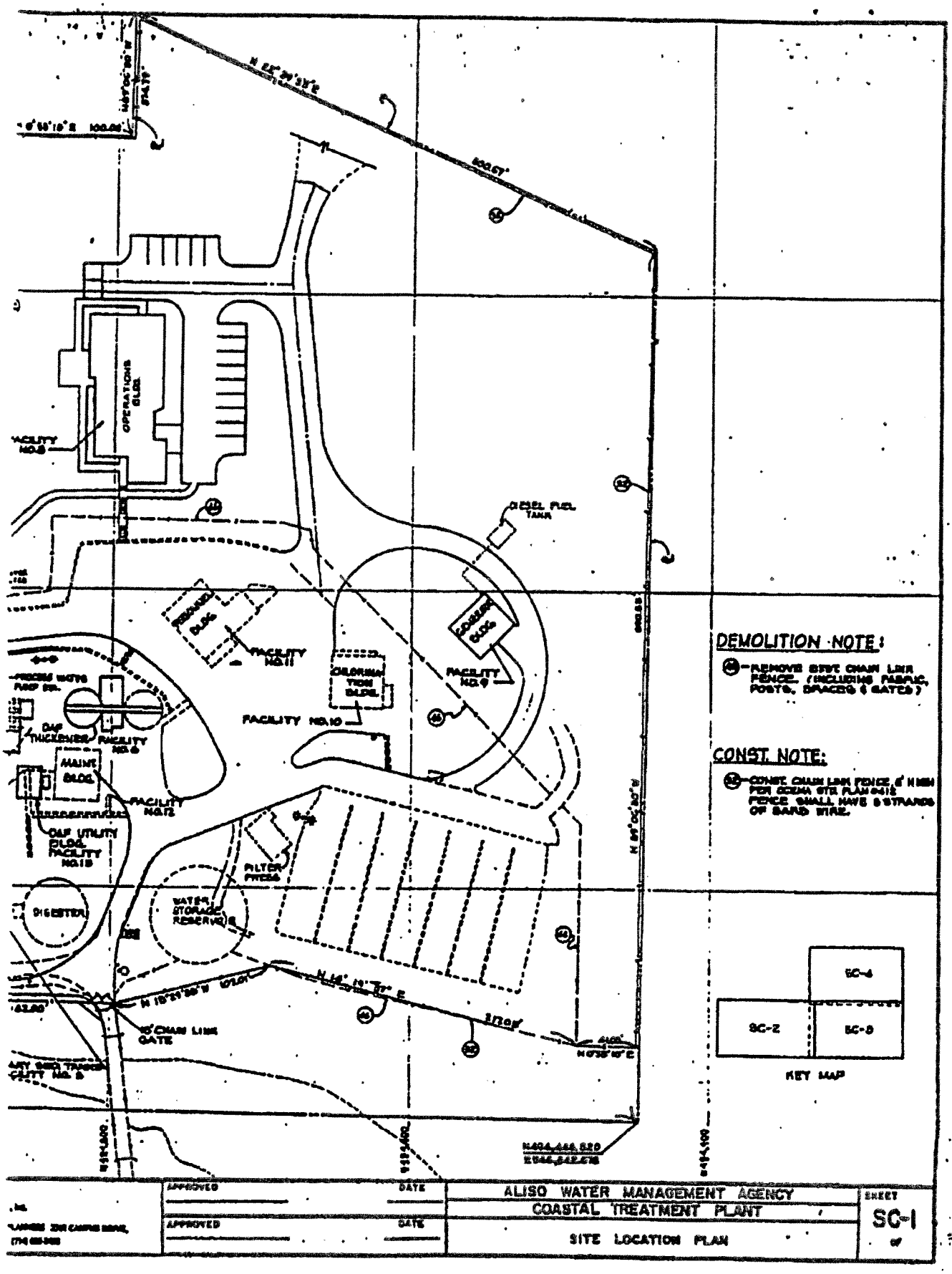

OPERATIONS BLDG.
FACILITY NO.8
DIESEL FUEL TANK
FACILITY NO.11
FACILITY NO.9
FACILITY NO.10
DAF THICKENER
FACILITY NO.6
MAINT. BLDG.
FACILITY NO.12
DAF UTILITY BLDG. FACILITY NO.13
FILTER PRESS
DIGESTER
WATER STORAGE RESERVOIR
15' CHAIN LINK GATE
DEMOLITION NOTE:
REMOVE EXIST. CHAIN LINK FENCE. (INCLUDING FABRIC, POSTS, BRACES & GATES)
CONST. NOTE:
CONST. CHAIN LINK FENCE, 6' HIGH PER OCSWA STD. PLAN #412. FENCE SHALL HAVE 3 STRANDS OF BARB WIRE.
SC-4
SC-2
SC-3
KEY MAP
APPROVED
DATE
ALISO WATER MANAGEMENT AGENCY
COASTAL TREATMENT PLANT
SITE LOCATION PLAN
SHEET
SC-1

**EXHIBIT "C"**

**Interim Safety Improvements**
**Scheduled Completion – Fall 2011**

1. **Retro bridge barrier posts to strengthen vehicular barriers on the bridge**

2. **Install new metal beam guard rails at the three approaches to the bridge entry/access**

3. **Install sway bracing with tension rod hangers for seismic restraint of piping below the bridge**

4. **Install four permanent traffic control signals and restripe road**

## EXHIBIT "C"

**Interim Safety Improvements**
**Scheduled Completion – Fall 2011**

1. **Retro bridge barrier posts to strengthen vehicular barriers on the bridge**
2. **Install new metal beam guard rails at the three approaches to the bridge entry/access**
3. **Install sway bracing with tension rod hangers for seismic restraint of piping below the bridge**
4. **Install four permanent traffic control signals and restripe road**

# FIFTH AMENDMENT TO COOPERATIVE AGREEMENT REGARDING THE ALISO WATER MANAGEMENT AGENCY BRIDGE

THIS FIFTH AMENDMENT TO COOPERATIVE AGREEMENT ("**Fifth Amendment**") is deemed entered into and effective as of March 9, 2016, by and between SOUTH ORANGE COUNTY WASTEWATER AUTHORITY, an entity created under California Government Code Section 6500 *et seq*. and the joint powers agreement entitled "Joint Exercise of Powers Agreement Creating South Orange County Wastewater Authority, Orange County, California and terminating Aliso Water Management Agency, South East Regional Reclamation Authority, South Orange County Reclamation Authority," dated July 1, 2001 ("**SOCWA**") and the COUNTY OF ORANGE, a political subdivision of the State of California ("**County**"). The County and SOCWA may individually be referred to herein as a "**Party**" and jointly as the "**Parties.**"

## RECITALS

WHEREAS, SOCWA and County entered into a *Cooperative Agreement Regarding the Aliso Water Management Agency Bridge* dated November 22, 2011 ("**Cooperative Agreement**") to provide certain interim safety repairs that were completed by SOCWA, for mutual indemnification to ensure the Aliso Water Management Agency Bridge ("**AWMA Bridge**") remained open, and to prepare traffic studies, which were completed; and

WHEREAS, the First Amendment to the Cooperative Agreement extended the term through June 30, 2014, the Second Amendment extended it through December 31, 2014, the Third Amendment extended it through March 1, 2015, and the Fourth Amendment, including the extension option exercised by SOCWA, extended it through March 9, 2016; and

WHEREAS, the Parties desire to further extend the term of the Cooperative Agreement, as amended, to enable continuing negotiations toward a subsequent agreement regarding transfer of the AWMA Bridge to the County and implementation of a long-term plan for the AWMA Bridge and maintenance and repair of adjoining road easements to be finalized.

NOW, THEREFORE the Parties agree as follows:

1. The term of the Cooperative Agreement shall be extended to and including May 11, 2016.

2. Except as provided by this Fifth Amendment, all terms and conditions of the Cooperative Agreement, as amended, shall remain the same. In the event of any conflict, ambiguity or inconsistency between the terms of the Cooperative Agreement and this Fifth Amendment, the terms of this Fifth Amendment shall control.

IN WITNESS WHEREOF, the Parties hereto have executed this Fifth Amendment the date and year first above written.

**COUNTY**

County of Orange, a political subdivision of the State of California

By: _____
Scott Mayer,
Chief Real Estate Officer

APPROVED AS TO FORM:
County Counsel
Orange County, California

By:_____

**SOCWA**

APPROVED AS TO FORM:
Bowie, Arneson, Wiles & Giannone

By:_____

South Orange County Wastewater Authority

By: _____

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
333 West Santa Ana Boulevard, Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

**Agenda Item No. SCS-2**
**March 22, 2016**

# MEMORANDUM

March 14, 2016

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, March 22, 2016, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

> "CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
> Name of Case: *David Tilstra v. County of Orange*, Workers' Compensation Appeals Board Case Nos. ADJ9189827, ADJ666279.
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

LJP:nr

cc: Members of the Board of Supervisors
Frank Kim, CEO

OFFICE OF THE COUNTY COUNSEL
COUNTY OF ORANGE
333 West Santa Ana Boulevard, Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

LEON J. PAGE
COUNTY COUNSEL

**Agenda Item No. SCS- 3**
**March 22, 2016**

# MEMORANDUM

March 15, 2016

2016 MAR 15 PM 3:50

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, March 22, 2016, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

> "CONFERENCE WITH LEGAL COUNSEL -- EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
> Name of Case: *Orange County Fire Authority, et al. v. County of Orange,* Court of Appeal Case No. G050687 (Orange County Superior Court Case No. 30-2013-00694527).
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

LJP:nr

cc: Members of the Board of Supervisors
Frank Kim, CEO

**OFFICE OF THE COUNTY COUNSEL**
**COUNTY OF ORANGE**
333 West Santa Ana Boulevard, Suite 407
Santa Ana, California 92701
Direct No.: (714) 834-3303
E-Mail: leon.page@coco.ocgov.com

**LEON J. PAGE**
**COUNTY COUNSEL**

**Agenda Item No. SCS-4**
**March 22, 2016**

# MEMORANDUM

March 15, 2016

2016 MAR 15 PM 4:28
CLERK OF THE BOARD
COUNTY OF ORANGE
SUPERVISORS

TO: Robin Stieler, Clerk of the Board of Supervisors

FROM: Leon J. Page, County Counsel

SUBJECT: Request for Supplemental Closed Session

I am requesting a supplemental closed session on Tuesday, March 22, 2016, to discuss with the Board the status of existing litigation, pursuant to Government Code section 54956.9(d)(1).

Accordingly, please prepare the Agenda Item to read:

> "CONFERENCE WITH LEGAL COUNSEL --
> EXISTING LITIGATION Pursuant to Government Code Section 54956.9(d)(1).
> Name of Case: *Addarosa Franco-Gutierrez v. County of Orange*, Worker's Compensation Appeals Board Case Nos. 118989; 2157777; 3177455; 835626; 4350758.
>
> RECOMMENDED ACTION: Conduct Closed Session."

Thank you.

LJP:nr

cc: Members of the Board of Supervisors
Frank Kim, CEO

# County Executive Office

SCS 5

## Memorandum

March 17, 2016

**To:** Robin Stieler, Clerk of the Board

**From:** Frank Kim, County Executive Officer

**Subject:** Request for Supplemental Closed Session on March 22, 2016

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**Accordingly, please prepare the Agenda item to read:**

**CONFERENCE WITH REAL PROPERTY NEGOTIATOR** – County Executive Office requests a Closed Session pursuant to Government Code Section 54956.8, to confer with its real property negotiator.

| | |
|---|---|
| Property Location: | Bridge and Access Easement from Alicia Parkway to and over Aliso and Wood Canyon Park. |
| County Negotiator: | Scott Mayer, Chief Real Estate Officer |
| Negotiating Party: | South Orange County Wastewater Authority<br>City of Aliso Viejo<br>City of Laguna Niguel<br>Church of Jesus Christ Latter-day Saints<br>Aliso Viejo Community Association |
| Under Negotiation: | Terms of Easement and Property Acquisition |

**Recommended Action: Conduct Closed Session**

cc: Members, Board of Supervisors
Chief Executives
Leon J. Page, County Counsel

2016 MAR 18 AM 11:15