Orange County Fire Authority

AGENDA STAFF REPORT

~~Executive Committee~~ Board of Directors Meeting — Agenda Item No. 2D
October 22, 2026 — Consent Calendar

Award of RFP #RO2779B Design-Build Services for OCFA Fire Station 10 – Yorba Linda

Contact(s) for Further Information

Jim Ruane, Assistant Chief — jimruane@ocfa.org — 714.573.6028
Logistics Department

Julie Samaniego, Construction and Facilities Manager — juliesamaniego@ocfa.org — 714.573.6471
Property Management Division

Summary

This agenda item is submitted for approval to award a Design-Build Services Agreement to design and construct OCFA Fire Station 10 in the City of Yorba Linda to EC Constructors, Inc. (ECC) in the amount of $22,668,692, the top ranked firm as a result of a two-step solicitation process, Request for Statements of Qualifications (RFSQ) RO2779A and Request for Proposals (RFP) RO2779B.

Prior Board/Committee Action

At its May 28, 2026 meeting of the Board of Directors, the Board approved CIP Project P503 for the construction of Fire Station 10 in the City of Yorba Linda as part of the FY 2026/27 CIP Budget Adoption process.

RECOMMENDED ACTION(S)

Approve and authorize the Purchasing Manager to execute the proposed Design-Build Services Agreement for OCFA Fire Station 10 in the City of Yorba Linda with EC Constructors, Inc. in an amount not to exceed $22,668,692.

Impact to Cities/County

Not applicable.

Fiscal Impact

Funding for the Fire Station 10 project is included in the Logistics Department Capital Improvement Program. The first phase will consist of project design in FY 2026/27. The second phase, consisting of construction, is planned for FY 2027/28. This phased funding approach is consistent with the design-build delivery schedule, under which design activities will proceed during the current fiscal year and construction expenditures are anticipated primarily in the following fiscal year.

Increased Cost Funded by Structural Fire Fund:	$0
Increased Cost Funded by Cash Contract Cities:	$0

Background

The Fire Station 10 project includes the planning, design, and construction of a new OCFA fire station in the City of Yorba Linda. The project is being delivered using the design-build method, allowing OCFA to contract with a single design-build entity responsible for both design and

construction. The project is structured to proceed in phases, which allows design work to advance during the current fiscal year while aligning the primary construction expenditures with the subsequent fiscal year.

This project contemplates the design and construction of a new two-story Fire Station 10 in Yorba Linda to replace the existing station. The conceptual design includes an approximately 16,160-square-foot facility with four apparatus bays capable of accommodating OCFA's largest truck and tractor-drawn aerial, along with expanded crew, training, fitness, administrative, sleeping, and operational support areas. The existing station will remain operational during construction to maintain continuity of emergency response services. The new facility is intended to enhance operational capacity, accommodate current and future personnel and apparatus needs, and improve the station's long-term functionality and readiness.

Solicitation Process

In accordance with the provisions of the California Public Contract Code Sections 22160 – 22169, OCFA is authorized to utilize the design-build method of public project delivery to pre-qualify, select, and award an agreement to a Design-Build Entity (DBE) for the design and construction of public projects. On February 11, 2026 staff issued RFSQ RO2779A through which EC Constructors, Inc., Bernards, Kemp Bros, and AMG & Assoctates emerged as qualified firms. On April 16, 2026 staff issued RFP RO2779B to the top three pre-qualified firms with EC Constructors, Bernards, and Kemp Bros submitting proposals. As a result of the evaluation panel rankings, EC Constructors emerged as the overall top-ranked firm.

Pre-Qualification Rankings:

Firm	Rank
EC Constructors, Inc.	**1**
Bernards	**2**
Kemp Bros	**3**
AMG & Associates	**4**

Final Proposal Rankings:

Firm	Price	Rank
EC Constructors, Inc.	**$22,668,692**	**1**
Bernards	**$24,990,537**	**2**
Kemp Bros	**$24,415,133**	**3**

Please see ***Attachment 1 – Executive Summary*** for detailed information regarding the solicitation and evaluation processes.

Recommendation

During the proposal evaluation process and subsequent vendor interview, the EC Constructors design-build team demonstrated that they possessed the necessary experience, qualifications and familiarity with site-specific conditions to successfully complete the Fire Station 10 project.

As such, staff recommends approving the recommended actions as stated in this report to award the Design-Build Services Agreement to EC Constructors in the amount of $22,668,692.

Attachment(s)

1. Executive Summary: Design – Build Request for Proposals
2. Proposed Public Works Contract ***(Contract posted online and hard copy available in the Clerk's Office upon request)***

Executive Summary: Design-Build Request for Proposals

RFP RO2779B : Design-Build Services for OCFA Fire Station 10

Section 1. Project Information			
RFP Issue Date	4/16/2026	RFP Due Date	6/11/2026
Vendors Notified	RFSQ: 1,145 RFP: 3	Proposals Received	RFSQ: 4 RFP: 3
RFP Job Walk	4/8/2025	Job Walk Attendees	8
Addenda Issued	4	Engineer's Estimate	$25,000,000
Project Description:	Design and construct OCFA Fire Station 10 in the City of Yorba Linda.		
Solicitation Method:	Due to the value and nature of the project, staff utilized the design-build delivery method and a two-step pre-qualification solicitation process.		

Section 2. Pre-Qualification of Responsive Bidders

References were requested for Comparable Projects as defined in the RFSQ. If the Comparable projects were not completed as a joint venture between the currently proposed Design-Build Contractor/Engineer Team, two references were required for each member of the team, respectively.

EC Constructors with Coar Design Group	☒ **Qualified** ☐ **Not Qualified**
Contractor Reputation: *Labor Compliance, Safety Record, Previous Disqualifications, Civil Wage Penalties, Convictions*	☒ Satisfactory ☐ Unsatisfactory
Notes:	No findings.
Contractor Capability to Perform Work: *CSLB Licensing, DIR Registration, Surety Information, Prior Claims, Completion of Similar Work, Ability to Complete Project, Prior Contract Termination*	☒ Satisfactory ☐ Unsatisfactory
Prior & Current Contracts:	- Deer Springs Fire Station #2 - Mission Viejo Fire Station #24 - Chula Vista Fire Station #1, #3, #5, #10 - Pine Valley Fire Station #44 - OCFA Fire Station #86 - Loma Verde Community Center - Bonita Sunnyside Library - Botanic Garden Admin Building - Fire Rescue Air Operations Facility - San Diego Fire Station #17, #22, #48, #50 - Heartland Regional Fire and Public Safety Training Center - Lakeside Fire Station #2 - Butterfield Fire Station - Rocklin Fire Station #22 - City of Santa Rosa Fire Station #5 - Skylonda Fire Station #58 - City of Fresno Fire Station #18 - Pleasanton Fire Station #3 - Santee Fire Station #20 - Anaheim Fire Station #12 - Newport Beach Fire Station #1 and Balboa Library

Disposition of References:			☒ Favorable ☐ Unfavorable
References Provided:	City of Chula Vista – Jonathan Salsman Chula Vista – Michael Mejia Deer Springs Fire Protection District – James Gordon, Liz Heaton	**No. References that Responded:**	2
Notes:	Contacted references provided positive feedback in all aspects as identified in the RFSQ for EC Constructors.		
Bernards with RRM Design Group			☒ **Qualified** ☐ **Not Qualified**
Contractor Reputation: *Labor Compliance, Safety Record, Previous Disqualifications, Civil Wage Penalties, Convictions*			☒ Satisfactory ☐ Unsatisfactory
Notes:	No findings.		
Contractor Capability to Perform Work: *CSLB Licensing, DIR Registration, Surety Information, Prior Claims, Completion of Similar Work, Ability to Complete Project, Prior Contract Termination*			☒ Satisfactory ☐ Unsatisfactory
Prior & Current Contracts:	- Thousand Oaks Fire Station #34 - Santa Paula Fire Station - Madera Fire Station #58 - New Cuyama Fire Station #27 - Tracy Fire Station #95 - Yorba Linda Public Library & Arts Center - Northeast Polic Facility - James Musick Jail Facility - Oxnard Fire Station 8 - OCFA Station 67 Temp - Santa Monica Fire Station #1		
Disposition of References:			☒ Favorable ☐ Unfavorable
References Provided:	Madera Fire – Matt Wilson Laguna Niguel – Richard Lutzky Santa Barbara Fire – Sergio Sanchez Tracy Fire – David Bramell Redwood Fire Station – David Snow City of Yorba Kinda – Jamie Lai LA City – Allan Kawaguchi OCSD – Greg Yi Rancho Mission Viejo – Bill Sadler Santa Monica – Sebastian Felbeck	**No. References that Responded:**	1
Notes:	Contacted reference provided positive feedback in all aspects as identified in the RFSQ.		
Kemp Bros with LPA			☒ **Qualified** ☐ **Not Qualified**
Contractor Reputation: *Labor Compliance, Safety Record, Previous Disqualifications, Civil Wage Penalties, Convictions*			☒ Satisfactory ☐ Unsatisfactory
Notes:	No findings.		
Contractor Capability to Perform Work: *CSLB Licensing, DIR Registration, Surety Information, Prior Claims, Completion of Similar Work, Ability to Complete Project, Prior Contract Termination*			☒ Satisfactory ☐ Unsatisfactory

Prior & Current Contracts:	- Inland Empire Utilities Agency - Water Quality Laboratory and Central Plant Expansion - LA Police Academy Training Facility - Pomona Water Resources Building - LAUSD Internation Studies Learning Center - OCFA Fire Station #20, #61 - Rancho Cucamonga Fire Station #178		
Disposition of References:			☒ Favorable ☐ Unfavorable
References Provided:	Inland Empire Utilities Agency - Jamal Zughbi City of Los Angeles - David Riemen City of Pomona – Nichole Horton LAUSD – Issam Dahdul OCFA – Chris DeCoursey Griffin Structures – Deryl Robinson Rancho Cucamonga – Darcie Vogel	**No. References that Responded:**	1
Notes:	Contacted reference provided positive feedback in all aspects as identified in the RFSQ.		

Section 3. Proposal Pricing *See attached Bid Tabulation for Detailed Cost Comparison*

Top-Ranked: EC Constructors	$22,668,692
Comparison to Engineer's Estimate:	10.28% Lower
Pricing Determination:	☒ Reasonable ☐ Not Reasonable

Section 4. Recommendation for Award

Award Documentation:

Payment Bond:	☐ Yes ☐ No	**Performance Bond:**	☐ Yes ☐ No
Award Certifications:	☐ Yes ☐ No	**Insurance Certificates:**	☐ Yes ☐ No

Discussion:

Phase One - Request for Statements of Qualifications (RFSQ) RO2779A

Solicitation Process:

On February 11, 2026 staff issued RFSQ RO2779A for design-build services for the construction of an OCFA Fire Station #10 in the City of Yorba Linda. A non-mandatory pre-submittal meeting was held on February 25, 2026 and representatives from 14 firms attended. Final Statements of Qualifications (SOQs) were due March 16, 2026 and four submittals were received during Phase One. Staff conducted an initial responsiveness review of submittals which included a review of Essential Requirements (Pass/Fail) and a Surety Declaration (Pass/Fail). An evaluation team consisting of OCFA staff evaluated the SOQs based on the criteria and point structure as defined in the RFSQ: DBE History (15 pts), Questionnaire (45 pts), Comparable Projects (20 pts), and References for Comparable Projects (20 pts). The Questionnaire included questions regarding the DBE's claim history, safety record and penalties and assessments. The Comparable Projects included specific criteria in order for a prior project to be considered: 1) Construction of a fire station in California, 2) Constructed in accordance with the Essential Services Buildings Seismic Safety Act of 1986 (CA Health and Safety Code Sections 16000 – 16023), and 3) Completed within the last ten years. Upon completion of the evaluation of the SOQs, EC Constructors, Inc., Bernards, and Kemp Bros emerged as the top three qualified DBEs that would be invited to participate in Phase Two of the solicitation process.

Pre-Qualification Rankings:

	EC Constructors				Bernards				Kemp Bros				AMG & Associates			
Evaluators	**1**	**2**	**3**	**4**	**1**	**2**	**3**	**4**	**1**	**2**	**3**	**4**	**1**	**2**	**3**	**4**
A. DBE History (15)	15.00	15.00	15.00	13.50	15.00	15.00	15.00	12.75	15.00	15.00	15.00	11.25	15.00	13.50	15.00	9.00
B. Questionnaire (45)	45.00	45.00	45.00	40.50	36.00	45.00	45.00	38.25	4.00	45.00	45.00	36.00	38.25	45.00	45.00	27.00
C. Comparable Projects (20)	19.00	20.00	20.00	18.00	20.00	20.00	20.00	17.00	17.00	18.00	20.00	15.00	16.00	18.00	20.00	13.00
D. References for Comparable Project (20)	20.00	20.00	20.00	18.00	20.00	20.00	20.00	17.00	20.00	20.00	20.00	17.00	20.00	20.00	20.00	12.00
Sum of RFSQ Scores	99.00	100.00	100.00	90.00	91.00	100.00	100.00	85.00	56.00	98.00	100.00	79.25	89.25	96.50	100.00	61.00
Initial Ranking	**1**	**1**	**1**	**1**	**3**	**1**	**1**	**2**	**2**	**3**	**1**	**3**	**4**	**4**	**1**	**4**
Sum of Initial Rankings	4.00				7.00				9.00				13.00			
Overall Rank:	**1**				**2**				**3**				**4**			

Phase Two – Request for Proposals (RFP) RO2723B

Solicitation Process:

On April 16, 2026, staff issued RFP RO2779B to EC Constructors, Inc. Bernards, and Kemp Bros, the top three pre-qualified firms from RO2779A, to select the DBE to provide design-build services for the OCFA Wildfire Facility. A mandatory pre-proposal site visit was held on May 6, 2026 providing the firms the opportunity to inspect the construction site. An additional follow-up meeting was held on September 9, 2026 so firms could discuss the project with OCFA staff and provide alternative proposals. Updated Offer requests were requested from each firm and further reviewed.

Upon final review, staff requested a Best and Final Offer with additional revisions from the two highest ranked DBEs: EC Constructors/Coar and Bernards/RRM to confirm project approach and for additional pricing consideration. As a result of final review EC Constructors/ Coar was ranked as the highest ranked firm overall.

Final Proposal Rankings:

	Kemp Bros					EC Constructors					Bernards				
Cost Proposal (15)	**$24,415,133**					**$22,668,692**					**$24,990,537**				
Life Cycle Cost Analysis (15 yr) (10)	**$5,162,000**					**$11,077,700**					**$6,586,158**				
Evaluators	**1**	**2**	**3**	**4**	**5**	**1**	**2**	**3**	**4**	**5**	**1**	**2**	**3**	**4**	**5**
A. Minimum Design Requirements (40)	19.30	18.00	30.00	29.00	30.00	37.90	40.00	29.00	34.00	35.00	38.80	40.00	32.00	35.00	30.00
B. Quality of Design (20)	12.00	8.00	16.00	10.00	10.00	19.60	20.00	18.00	14.00	15.00	18.70	20.00	17.00	16.00	15.00
C. Method of Approach (15)	10.20	15.00	13.00	8.00	10.00	14.50	15.00	4.00	12.00	10.00	14.40	15.00	11.00	12.00	10.00
D. Pricing (25)	23.93	23.93	23.93	23.93	23.93	19.66	19.66	19.66	19.66	19.66	21.44	21.44	21.44	21.44	21.44
Sum of Written Proposal Scores	65.43	64.93	82.93	70.93	73.93	91.66	94.66	70.66	79.66	79.66	93.34	96.44	81.44	84.44	76.44
Initial Ranking	**3**	**3**	**1**	**3**	**3**	**2**	**2**	**3**	**2**	**1**	**1**	**1**	**2**	**1**	**2**
Sum of Initial Rankings	13.00					10.00					7.00				
1st Round Overall Rank	**3**					**2**					**1**				
E. Presentation (25)	12.50	2.00	20.00		10.00	25.00	25.00	19.00		20.00	19.50	2.00	23.00		20.00
F. Q&A (25)	13.00	3.00	20.00		10.00	25.00	25.00	19.00		23.00	18.00	5.00	23.00		20.00
Sum of Interview Ratings	25.50	5.00	40.00	0.00	20.00	50.00	50.00	38.00	0.00	43.00	37.50	7.00	46.00	0.00	40.00
Total Written & Simulation Ratings	90.93	69.93	122.93	70.93	93.93	141.66	144.66	108.66	79.66	122.66	130.84	103.44	127.44	84.44	116.44
2nd Round Ranking	**3**	**3**	**2**	**3**	**3**	**1**	**1**	**3**	**2**	**1**	**2**	**2**	**1**	**1**	**2**
Sum of 2nd Round Rankings	**14.00**					**8.00**					**8.00**				
2nd Round Overall Rank	**3**					**1**					**1**				
G. Best and Final Offers (10)						10.00	10.00	8.00	9.00	10.00	1.00	1.00	9.00	3.00	1.00
Total Ratings	90.93	69.93	122.93	70.93	93.93	151.66	154.66	116.66	88.66	132.66	131.84	104.44	136.44	87.44	117.44
Final Ranking	**3**	**3**	**3**	**3**	**3**	**1**	**1**	**2**	**1**	**1**	**2**	**2**	**1**	**2**	**2**
Sum of Final Rankings	**15.00**					**6.00**					**9.00**				
Final Overall Rank:	**3**					**1**					**2**				

OCFA staff also verified the current California State License Board (CSLB) license statuses and registration with the Department of Industrial Relations (DIR) for and all listed subcontractors as follows:

Contractor	CSLB License Number, Classification, and Expiration	DIR Registration Number
EC Constructors	585677, A, B, C8; Exp: 2/29/2028	1000004249
Air Exchange Inc.	664135, C43, C61/D34; Exp: 2/28/27	1000011166
JV Land Clearing Company	759306; C-21, C-61/D49; Exp: 2/28/27	1000012258
EL Hobbs Inc.	777073, B, C2, C9, C35; Exp: 9/30/28	1000004428
GMAT Inc.	492369, C61/D28; Exp: 5/31/28	1000017098
Buxcon Sheet Metal	831448; C-43,C20,B; Exp: 1/31/25	1000000401
Mech One Inc.	934023, C20; Exp: 6/30/27	1000001944
Barrack-Nickols Contracting	862897, B, C36; Exp: 8/31/27	1000001944
SJ Electric	1035709, C10; Exp: 2/29/28	2000000580
Titan Fire Protection Inc.	989280, C10, C16; Exp: 12/31/27	1000016631

Recommendation for Award

The EC Constructors design-build team demonstrated that they possess the necessary experience, qualifications and familiarity with site-specific conditions to successfully complete the OCFA Fire Station 10 project and is recommended for award of the Design-Build Services Agreement.

4A: TRANSMITTAL PAGE TWO – AWARD DOCUMENTS

TO: **Orange County Fire Authority**

FROM: **EC CONSTRUCTORS, INC.**

(Legal Name of Contractor)

PROJECT: **Design-Build Services for OCFA Fire Station 10 – Yorba Linda**

AWARDED CONTRACTOR'S CHECKLIST:

The awarded Contractor is required to provide the following documents:

- ■ **Transmittal Page** *(4A)*
- ■ **Award Certifications** *(4D)*
- ■ **General Conditions** *(4G)*
- ■ **Performance Bond** *(4B)*
- ■ **IRS Form W9** *(4E)*
- ■ **Guarantee** *(4H)*
- ■ **Payment Bond** *(4C)*
- ■ **Signed Contract Agreement** *(4F)*
- ■ **Insurance Certificates**

TO THE OCFA:

Signature below acknowledges that, should the Contractor fail to provide the above documents in a form satisfactory to OCFA within fourteen days of the issuance of the Notice of Award, OCFA may, at its option, consider the Contractor to have has abandoned the agreement, upon which the full payment of the sum stated in the Bidder's Bond shall be due immediately.

SIGNATURE OF CONTRACTOR: _____

PRINTED NAME: Jim Summers **TITLE:** President

Orange County Fire Authority
EXECUTED IN DUPLICATE

Solicitation No. RO2779B

Bond No. 72BCSJL1626
Premium $198,712.00
Premium is for Contract Term and Subject to Adjustment Based on Final Contract Price

4B: FAITHFUL PERFORMANCE BOND

(100% of Agreement Price)
Bidders must use this form, NOT a surety company form

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Orange County Fire Authority, ("OCFA") and EC Constructors, Inc. ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

RFP RO2779B – Design-Build Services for OCFA Fire Station 10 – Yorba Linda

("Contract") which Contract dated October 22, 2026, and all of the Bid Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.

NOW, THEREFORE, the Principal and Hartford Fire Insurance Company ("Surety") are held and firmly bound unto the Board of the OCFA in the penal sum of TWENTY-TWO MILLION, SIX HUNDRED SIXTY-EIGHT THOUSAND, SIX HUNDRED NINETY-TWO DOLLARS ($22,668,692.00), 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, to:

- Perform all the work required to complete the Project; and
- Pay to the OCFA all damages the OCFA incurs as a result of the Principal's failure to perform all the work required to complete the Project.

The condition of the obligation is such that, if the above bounden 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 Contract and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the intent and meaning, including all contractual guarantees and warrantees of materials and workmanship, and shall indemnify and save harmless the OCFA, its trustees, 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.

As a condition precedent to the satisfactory completion of the Contract, the above obligation shall hold good for a period equal to the warranty and/or guarantee period of the Contract, during which time Surety's obligation shall continue if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the OCFA from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the OCFA's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

The 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 the specifications accompanying the same shall in any way affect its obligation 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.

[Signature Page Follows]

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 6th day of October, 2026 in accordance with Article 5, commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this Contract:

CONTRACTOR:
(Affix Corporate Seal)

EC Constructors, Inc. CORPORATE SEAL Dec 15, 2005 CALIFORNIA

EC Constructors, Inc.
Principal

By
Jim Sullivan, President
Print Name and Title of Signatory

SURETY:
(Affix Corporate Seal)

HARTFORD FIRE INSURANCE CO INCORPORATED 1810

Hartford Fire Insurance Company
Surety

By Lawrence F. McMahon, Attorney-in-Fact

Alliant Insurance Services, Inc.
Name of California Agent of Surety

701 B Street, 6th Floor, San Diego, CA 92101
Address of California Agent of Surety

619-238-1828
Telephone Number of California Agent of Surety

Attach Notary acknowledgments for all signatures. Attach Power of Attorney Attach Power of Attorney if executed by Attorney-in-Fact. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On October 6, 2026 before me, Maria Hallmark, Notary Public
(insert name and title of the officer)

personally appeared Lawrence F. McMahon,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARIA HALLMARK
Notary Public - California
San Diego County
Commission # 2516988
My Comm. Expires May 9, 2029

Signature _____ **(Seal)**

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: ALLIANT INSURANCE SERVICES INC
Agency Code: 72-160200

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Tara Bacon, Lilia De Loera, Dana Granice, Maria Guise, Maria Hallmark, Minna Huovila, Lawrence F. McMahon, Sarah Myers of SAN DIEGO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 30th day of March, 2026, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 644184
Expires June 20, 2029

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 6, 2026.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

Orange County Fire Authority
EXECUTED IN DUPLICATE

Solicitation No. RO2779B
Bond No. 72BCSJL1626
Premium included in Performance Bond

4C: PAYMENT BOND

Contractor's Labor & Material Bond
(100% of Agreement Price)
Bidders must use this form, NOT a surety company form

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, the governing board ("Board") of the Orange County Fire Authority, ("OCFA") and EC Constructors, Inc., ("Principal)" have entered into a contract for the furnishing of all materials and labor, services and transportation, necessary, convenient, and proper to perform the following project:

RFP RO2779B – Design-Build Services for OCFA Fire Station 10 – Yorba Linda

("Contract") which Contract dated October 22, 2026, and all of the Bid Documents attached to or forming a part of the Contract, are hereby referred to and made a part hereof; and

WHEREAS, pursuant to law and the Contract, the Principal is required, before entering upon the performance of the work, to file a good and sufficient bond with the body by which the Contract is awarded in an amount equal to one hundred percent (100%) of the Contract price, to secure the claims to which reference is made in sections 9000 through 9510 and 9550 through 9566 of the Civil Code, and division 2, part 7, of the Labor Code.

NOW, THEREFORE, the Principal and, Hartford Fire Insurance Company ("Surety") are held and firmly bound unto all laborers, material men, and other persons referred to in said statutes in the sum of TWENTY-TWO MILLION, SIX HUNDRED SIXTY-EIGHT THOUSAND, SIX HUNDRED NINETY-TWO DOLLARS ($22,668,692.00), lawful money of the United States, being a sum not less than the total amount payable by the terms of Contract, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, or assigns, jointly and severally, by these presents.

The condition of this obligation is that if the Principal or any of his or its subcontractors, of the heirs, executors, administrators, successors, or assigns of any, all, or either of them shall fail to pay for any labor, materials, provisions, provender, or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or for amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Principal or any of his or its subcontractors of any tier under Section 13020 of the Unemployment Insurance Code with respect to such work or labor, that the Surety will pay the same in an amount not exceeding the amount herein above set forth, and also in case suit is brought upon this bond, will pay a reasonable attorney's fee to be awarded and fixed by the Court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that 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.

Should the condition of this bond be fully performed, then this obligation shall become null and void; otherwise it shall be and remain in full force and affect.

And the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of Contract or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by the Principal and Surety above named, on the 6th day of October, 2026.

CONTRACTOR:
(Affix Corporate Seal)

EC Constructors, Inc.
Principal

By Jim Simmons, President
Print Name and Title of Signatory

SURETY:
(Affix Corporate Seal)

Hartford Fire Insurance Company
Surety

By Lawrence F. McMahon, Attorney-in-Fact

Alliant Insurance Services, Inc.
Name of California Agent of Surety

701 B Street, 6th Floor, San Diego, CA 92101
Address of California Agent of Surety

619-238-1828
Telephone Number of California Agent of Surety

Attach Notary acknowledgments for all signatures. Attach Power of Attorney Attach Power of Attorney if executed by Attorney-in-Fact. The California Department of Insurance must authorize the Surety to be an admitted Surety Insurer.

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego)

On October 6, 2026 before me, Maria Hallmark, Notary Public
(insert name and title of the officer)

personally appeared Lawrence F. McMahon,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

MARIA HALLMARK
Notary Public - California
San Diego County
Commission # 2516988
My Comm. Expires May 9, 2029

Signature _____ **(Seal)**

POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: ALLIANT INSURANCE SERVICES INC
Agency Code: 72-160200

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Tara Bacon, Lilia De Loera, Dana Granice, Maria Guise, Maria Hallmark, Minna Huovila, Lawrence F. McMahon, Sarah Myers of SAN DIEGO, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } ss. Lake Mary

On this 30th day of March, 2026, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Jessica Ciccone
My Commission HH 644184
Expires June 20, 2029

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of October 6, 2026.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

4D: AWARD CERTIFICATIONS

Prevailing Wage:
I hereby certify that I will conform to the State of California Public Works Contract requirements regarding prevailing wages, benefits, on-site audits with 48-hour notice, payroll records, and apprentice and trainee employment requirements, for all Services on the above Project, including, without limitation, the State labor compliance monitoring and enforcement by the Compliance Monitoring Unit of the Department of Industrial Relations, if this Project is subject to a labor compliance.

Workers' Compensation:
In accordance with Article 5 - commencing at section 1860, chapter 1, part 7, division 2 of the Labor Code, this certificate must be signed and filed with the awarding body prior to performing any work under this Contract. CA Labor Code section 3700 in relevant part provides that every employer except the State shall secure the payment of compensation in one or more of the following ways: (1) By being insured against liability to pay compensation in one or more insurers duly authorized to write compensation insurance in this state; (2) By securing from the Director of Industrial Relations, a certificate of consent to self- insure, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his employees. I am aware of the provisions of Section 3700 of the Labor Code which requires 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 work of this contract.

Date: 10/07/2026

Legal Name of Contractor: EC Constructors, Inc.

Signature:

Printed Name: Jim Summers

Title: President

4E: IRS FORM W9

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

► Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give Form to the requester. Do not send to the IRS.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
EC Constructors, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☒ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
9834 River St.

Requester's name and address (optional)

6 City, state, and ZIP code
Lakeside, CA 92040

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
2 0 - 4 0 9 2 7 6 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ► [signature] Date ► October 7, 2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

Cat. No. 10231X Form **W-9** (Rev. 10-2018)

4F: CONTRACT AGREEMENT

Orange County Fire Authority
Design - Build Contract
For
OCFA Fire Station 10 – Yorba Linda

This Design-Build Construction Contract ("Agreement") is entered into on the 22nd day of October, 2026 by the Orange County Fire Authority ("Authority"), a joint powers authority organized under the laws of the state of California, and EC Constructors, Inc., a licensed California General Contractor hereinafter referred to as "Contractor". Authority and Contractor are sometimes collectively referred to in this Agreement as the "Parties" and individually referred to as a "Party."

RECITALS

The following recitals are a substantive part of this Contract:

A. The Authority is a governmental entity providing fire and life safety services within Orange County, California.

B. The Authority desires to construct using the design-build project delivery method, a new OCFA Fire Station 10 – Yorba Linda ("Project"). The Authority desires to have the Project constructed and developed in an integrated, functional, attractive, and energy efficient way so that the operational goals of the Authority can be achieved while ensuring that the Project will be an environmental, cultural, social, and governmental benefit to the neighboring communities.

C. The Authority desires the combined design, engineering and construction services of an experienced professional, highly qualified design-build entity, expert in both full-service architectural design and construction to act as the Authority's Design-Build Contractor in the development and construction of the Project. Contractor shall be responsible to complete all aspects of design, engineering and construction services and processes required to deliver a complete fire station as described in the plans and specifications approved by OCFA, attached here to as Section 5.

D. Contractor represents that it has thoroughly investigated and considered the work to be performed; that it has carefully considered how the services should be performed; and that it fully understands the facilities, difficulties, and restrictions attending performance of the work required under this Agreement and the Contract Documents. Contractor warrants that it is able to expertly manage every aspect of design, engineering and construction, including management of its work forces, suppliers, and all subcontractors necessary to ensure the construction, development, and completion of the Project on time and within budget. Contractor further represents that it possesses a commitment to excellence and complete familiarity with all appropriate building methods and materials that will enable the Contractor to complete its obligations under this Agreement.

E. The Contractor is ready, willing, and able to ensure that all work specified in the Contract Documents will be performed, installed, constructed, and completed in a professional and expert manner and that all such work will be completed on time and within budget.

F. Contractor represents that it is regularly and appropriately licensed as a general Contractor and as an architect/engineer in the State of California and is qualified and expert in all respects to provide the required and desired work as generally described in these Recitals and more specifically described in the Contract Documents, and that its officers and employees,

suppliers, and subcontractors are sufficient in number and possess the knowledge, experience, and character necessary to qualify them individually as expert for the particular duties they are to perform.

Authority and Contractor agree to the following:

1. Scope of Work.

Contractor shall complete all functions and requirements required to design and construct the Project and will furnish all design, engineering, and construction including all supervision, labor, materials, equipment, tools, utility services, transportation and incidentals, including permits, fees and all costs needed to perform and complete all work required in connection with the construction and occupancy of the Project in strict accordance with the Contract Documents and each of its component parts as enumerated herein below.

2. Contract Price.

Authority shall pay to Contractor as full consideration for the faithful performance of the Agreement, the sum of [TWENTY-TWO MILLION, SIX HUNDRED SIXTY-EIGHT THOUSAND, SIX HUNDRED NINETY-TWO] DOLLARS ($22,668,692.00). This sum is the total amount stipulated as a guaranteed maximum price, design-build cost in the Request for Proposal # RO2779B dated April 16, 2026, and the Contractor's responding Proposal. Payment shall be made as set forth in the General Conditions.

3. Time of Commencement and Completion.

Contractor will commence the work under this Agreement within ten days of the date of the Notice to Proceed and complete the work within seven hundred-thirty (730) consecutive calendar days from the date of the Notice to Proceed. As used in this Agreement, "complete" shall mean when all portions of the work have been completed or installed in accordance with the Plans and Specifications with a Certificate of Occupancy received by OCFA and a Notice of Completion recorded by the OCFA. The work may be deemed complete even if minor items require minor correction, if agreed to by OCFA.

4. Contract Documents.

For the purposes of this Agreement the "Contract Documents" shall include the items listed below. The Contract Documents are hereby incorporated into this Agreement and made a part thereof by this reference.

(1) RO2779B - OCFA Notice of Request for Proposals
(2) RO2779B – Instructions to Offerors
(3) RO2779B – Proposal Documents
(4) RO2779B – Contract Documents
(5) RO2779B – Technical Specifications
(6) Special Conditions: OCFA Fire Station 10 – Yorba Linda Approval Process and Guidelines
(7) Drawings and Specifications, for OCFA Fire Station 10 – Yorba Linda (produced by Contractor and approved by OCFA)
(8) Contractor Response to RFSQ RO2779A
(9) Contractor's Construction Schedule (produced by Contractor and approved by OCFA)
(10) Supplemental Agreements amending or extending the Work contemplated and which may be required to complete the Work in a substantial and acceptable manner.

All of the above component documents of the Contract Documents are complementary and any work required by one of the above documents shall be done as if required by all.

5. Debarment and Suspension Certification.

The Contractor's signature affixed hereto, shall constitute a certification under penalty of perjury under the laws of the State of California, that the Contractor has complied with Title 49, Code of Federal Regulations, Part 29, Debarment and Suspension Certificate, which certifies that he/she or any person associated therewith in the capacity of owner, partner, director, officer, or manager, is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; has not been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past ten (10) years; does not have a proposed debarment pending; and has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past ten (10) years. Any exceptions to this certification must be disclosed to and approved by the Authority.

[***Signatures on Next Page***]

IN WITNESS WHEREOF, Authority and Contractor have executed this Agreement as of the date first set forth above.

"CONTRACTOR"

EC Constructors< Inc.
(Name of Firm)
Contractor's State License No.: 585677
Expiration Date: 02/29/2028



By: _____

Title: James J. Summers, President

Date: 10/06/2026

If Contractor is a corporation, a Corporate Resolution and/or Corporate Seal is required.

"AUTHORITY"
ORANGE COUNTY FIRE AUTHORITY

By: _____
Joshua Sweeney, Chair
OCFA Board of Directors

Date: _____

ATTEST:

_____
Liliana Escobedo
Clerk of the Authority

Date: _____

APPROVED AS TO FORM:

_____
David Kendig
OCFA General Counsel

Date: _____

4G: GENERAL CONDITIONS

ORANGE COUNTY FIRE AUTHORITY
GENERAL CONDITIONS
OCFA FIRE STATION 10 – YORBA LINDA

50.00 DEFINITIONS

As used herein the following terms have the meaning indicated:

Acts of God: An earthquake in excess of a magnitude of 3.5 on the Richter Scale and tidal waves.

Addendum: A written or graphic instrument issued by Project Manager on behalf of the Authority prior to the execution of the Contract which sets forth additions, deletions, or other revisions to the Contract Documents or clarifications thereof.

Architect: an individual or entity that is either a partner, subcontractor or joint venturer with Contractor and is the party responsible for the overall design of the Project.

Authority: The Orange County Fire Authority, a joint powers authority, is a legal entity and political subdivision of the State of California.

Board of Directors: The governing body of the Orange County Fire Authority.

Change Order: A written Modification executed by both parties (except in the event of a unilateral Change Order as herein provided) and consisting of additions, deletions or other changes to the Contract. A Change Order may be accompanied by and/or may identify additional or revised drawings, sketches or other written instructions which become and form a part of the Contract Documents by virtue of the executed Change Order. Except as otherwise provided in Section 50.16., a change in the Work, or a change in the Contract Time or the Contract Price shall become the subject of a Change Order

Construction Contract or Contract or Contract Documents: The written agreement covering the performance of the Work and the furnishing of labor, materials, tools, and equipment in the construction of the Work.

Contract Directive: A written document issued by the Project Manager and consisting of additions, deletions, clarifications, interpretations, or other written instructions issued by the Project Manager with respect to the performance of the Work or the activities of the Contractor on the Job Site or the property of Authority. A Contract Directive can be a response to a Request for Information; however, all responses to Requests for Information need not be Contract Directives. A Contract Directive may become the subject of a Change Order only if such Directive involves a substantial change in the Work, or a change in the Contract Time or the Contract Amount, and approved as a Change Order by the Project Manager.

Contractor's Construction Schedule: The detailed schedules, based on a critical path method ("CPM"), prepared by the Contractor, presenting an orderly and realistic plan for completion of the work required in the Contract Documents. The Contractor's Construction Schedule shall also include the completion dates of the Milestones and a final proposal narrative as described in the Contract Documents.

Contract Price: The total amount agreed to be paid to Contractor for the Work required under the Contract Documents inclusive of all agreed to Change Orders.

Contractor: The person or Design-Build Entity awarded the Contract to design and build the Project and perform the Work there under.

Day: A calendar day unless otherwise specifically designated.

Design – Build Entity (DBE): The entity awarded the Contract to design and build the Project and perform the Work thereunder.

Excusable Labor Dispute: Any labor dispute directed against an entire industry, or any labor dispute that is not directed solely against the Project, the Contractor, or any subcontractor or supplier, and which prevents Contractor from obtaining labor or materials necessary for the performance of the Work and actually delays the performance of the Work; provided, however, that suitable substitute labor or materials are not reasonably obtainable.

Excusable Transportation Delay: Any labor dispute directed at an entire industry, or any labor dispute that is not directed solely against the Project, the Contractor, or any subcontractor or supplier, or other delay not within the reasonable control of the Contractor which prevents the transportation of necessary materials to the Project and actually delays the performance of Work; provided, however, that suitable substitute transportation for such materials is not reasonably available.

Fire Chief: The Fire Chief of the Orange County Fire Authority or the Fire Chief's Designee.

Laws: Each and every Federal, state, and local law, ordinance, code, rule, and regulation, as well as the lawful order or decree of any public or quasi-public authority and each of their respective inspectors or officials, including but not limited to all applicable building codes, bearing on or otherwise applicable to the Project. The term "Laws" also includes any and all conditions of approval of each and every entitlement or permit issued or approved by the Local Jurisdictions.

Local Jurisdictions: Any governmental agency with land use authority over the Project or part of the Project and each regulatory agency or authority with jurisdiction over the Project, and their respective inspectors and representatives.

Authority: The term "Authority" wherever used in the Contract Documents shall be deemed synonymous with the term "Orange County Fire Authority."

Modification or Contract Modification: (1) a written amendment to this Contract signed by both Parties; (2) a Change Order; or (3) a Contract Directive or other written interpretation or order issued as a response to a Request for Information or otherwise issued by the Project Manager pursuant to the terms of the Contract Documents. Contractor acknowledges that the execution on its behalf of any such Modification by any one person with apparent authority shall be binding against the Contractor. A Modification may be made only after execution of the Contract. No Contract Directive or response to a Request for Information shall be construed as a Change Order or other Modification unless it expressly so states.

Non-Conformance Notice: A notice issued by the Project Manager documenting that the work or some portion thereof has not been performed in accordance with the requirements of the Contract Documents.

Notice to Proceed: The written notice of the Authority to the Contractor to commence Work under the Contract.

Plans: The drawings, supplemental drawings, or reproductions thereof, the project plans, standard plans, profiles, cross-sections, and all graphic depictions, which show the location, character, dimensions, and details of the work to be performed and contained in the Contract Documents.

Project: The Project is the performance of complete design, plans, construction, installation, and delivery of the entire scope of all work as described in the Contract Documents.

Project Manager: The person or persons designated by the Fire Chief of the Authority to serve as the Project Manager of the project.

Provide: To furnish, fabricate, complete, deliver, install, and erect including all labor, materials, equipment, apparatus, appurtenances, and expenses, necessary to complete in place, ready for operation or use under the terms of the Contract Documents.

Related Work: Work performed by the Authority or by any separate contractor retained or hired by the Authority, related to the completion of the Project and which is not required to be performed by the Contractor pursuant to this Contract and the Contract Documents.

Requests for Information: A request from the Contractor or one of the Subcontractors to the Project Manager seeking an interpretation or a clarification of some requirement of the Contract Documents. Contractor shall clearly and concisely set forth the issue for which Contractor seeks clarification or interpretation and why a response is needed from the Project Manager. Contractor shall set forth Contractor's interpretation or understanding of the Contract Documents' requirements along with reasons why Contractor reached such an understanding. Responses from the Project Manager will not change any requirements of the Contract Documents unless so noted in the Request for Information response.

Scheduled Completion Date The 730th calendar day after the Notice to Proceed or such other date as the Contractor and the Authority may mutually agree pursuant to the provisions of this Contract.

Site or Sites: The land on which the Project will be constructed as specifically described in the Contract Documents.

Specifications: The directives, provisions, and requirements contained in Contract Documents, however such may be labeled or otherwise described.

Subcontractor: Any person or entity with whom the Contractor has entered into any subcontract and any other person with whom any Subcontractor has further subcontractor with to perform any of the Work at the Site or to supply any materials, equipment, or supplies to be incorporated in, or utilized in connection with, the Work and as used herein shall include the Subcontractor's authorized representative.

Substantial Completion of the Project: Shall mean and include all of the following: (1) substantial completion of all required Work; (2) suitable to meet the requirements for the issuance of a certificate of occupancy and receipt of all other required approvals of construction from the Local Jurisdictions; (3) in strict accordance with the Contract Documents; and (4) such that Authority may fully utilize the Project for the use for which it is intended.

Supplemental Agreements: The written agreements covering alterations, amendments, or extensions to the Construction Contract and shall include contract change orders.

Work: All the work specified, indicated, shown, or contemplated in the Construction Contract to construct the Project, including all alterations, amendments, or extensions thereto made by Contract Change Order or other written orders of the Project Manager, including each activity, labor, task, service, acquisition, purchase, installation, or action of any kind required to be performed under the terms of this Contract and as specified in the Contract Documents.

50.01 THE CONTRACT DOCUMENTS

A. The Contractor has carefully examined the site of the work contemplated. The submission of a bid shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, and that it is ready, willing and able to complete the design, engineering, construction and delivery of the project as described in the RFP. The Contractor understands and accepts the character, quality, and scope of work to be performed, the quantities of materials to be furnished and as to the requirements of the proposal, plans, specifications and Construction of the project. The Contractor warrants and represents that, in executing the Contract and undertaking the Work, it has not relied upon any oral inducement or representation by Authority, Project Manager, or any of their officers or agents as to the nature of the Work, the Site, the Project conditions or otherwise.

B. All parts and provisions of the Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. If the Contract Documents do not specifically allow the Contractor a choice as to quality or cost of items to be furnished, but could be interpreted to permit such choice, subject to confirmation or approval by Project Manager, they shall be construed to require the Contractor to provide the best quality. Words and abbreviations which have well-known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings.

C. Where conflict exists within or between parts of the Contract Documents, or between the Contract Documents and either applicable industry standards or applicable codes, ordinances, or other legal requirements, the more stringent requirements shall apply; otherwise, the following order of precedence shall be used: the Construction Contract; the Special Conditions of the Contract for Construction; these General Conditions of the Construction Contract; the balance of the Contract Documents, and; the Drawings.

D. The organization of the Specifications into divisions, sections, and articles, and the arrangement of Drawings, are not intended to influence the Contractor in its division of the Work among Subcontractors or its establishment of the extent of the Work to be performed by any trade.

E. The Contractor shall request that Project Manager provide any interpretations or clarifications necessary for the proper execution, coordination or progress of the Work. Such interpretations shall be issued by Project Manager in writing for implementation by the Contractor. The Contractor shall make all such requests for interpretation or clarification in such occasional or regular joint coordination meetings as may be mutually determined to be required for such purposes.

F. The Contract Documents reflect conditions as they are believed to exist, but it is not intended or to be inferred that the conditions as shown thereon constitute a representation by or on behalf of Authority that such conditions actually exist. The Contractor shall inspect the Site and conduct any tests or surveys it deems necessary or desirable prior to the commencement of the Work and shall accept full responsibility for any loss sustained by it as a result of any variances between the conditions as shown in the Contract Documents and the actual conditions revealed during the progress of

the Work or otherwise. The Contract Price shall in no event be increased by reason of any such variance unless otherwise specifically provided herein.

G. The Contractor shall develop and maintain current "as-built" Plans to be provided to Project Manager in accordance with the Construction Contract and the Contract Documents. Project Manager may inspect and copy such Plans at any time during the course of the Work.

H. The scope of work is intended to prescribe the details for the construction and completion of the work which the Contractor undertakes to perform in accordance with the terms of the Construction Contract. Where the plans or specifications describe portions of the work in general terms, but not in complete detail, it is understood that only the best general practice is to prevail and that only materials and workmanship of the first quality are to be used. Unless otherwise specified, the Contractor shall provide all labor, materials, tools, equipment, and incidentals, and do all the work involved in executing the contract in a satisfactory and workmanlike manner.

50.02 AUTHORITY AND AUTHORITY'S REPRESENTATIVES

A. The work will be under the general direction of the Fire Chief. The Project Manager is the authorized representative of the Fire Chief and has complete charge of the work, and shall exercise full control of the work, so far as it affects the interest of the Authority.

B. The provisions in this General Conditions or elsewhere in the Contract Documents regarding approval or direction by the Fire Chief, the Authority, the Board of Directors, or the Project Manager, or action taken pursuant thereto, are not intended to and shall not relieve the Contractor of responsibility for the accomplishment of the work, either as regards sufficiency or the time of performance, except as expressly otherwise provided herein.

C. The Project Manager is the Authority's exclusive representative and the sole point of contact for the Contractor with respect to this Project during construction and until the completion of the Project. The Authority's communications with the Contractor shall be exclusively through the Project Manager.

D. Project Manager shall at all times have access to the Work whenever it is in preparation or progress. The Contractor shall provide safe facilities for such access.

E. The Authority 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 Contractor's failure to carry out the Work in accordance with the Contract Documents.

F. The Authority will not be responsible for the failure of the Contractor to design, plan, schedule, and execute the Work in accordance with the approved schedule or the failure of the Contractor to meet the Contract Documents completion dates or the failure of the Contractor to schedule and coordinate the work of Contractor's own trades and Subcontractors or to coordinate with other separate contractors.

G. The Authority will not be responsible for the acts or omissions of the Contractor, or any Subcontractor, or any Contractor's or Subcontractor's agents or employees, or any other persons performing any of the Work.

H. The Project Manager has the authority to disapprove or reject Work on behalf of the Authority when, in the Project Manager's opinion, the work does not conform to the Contract Documents. Whenever, in the Project Manager's reasonable opinion, it is considered necessary or advisable to ensure the proper implementation of the intent of the Contract Documents, the Project Manager has the authority to require special inspection or testing of any work in accordance with the provisions of the Contract Documents whether or not such work shall then be fabricated, installed, or completed.

I. The Project Manager has the authority to require special inspection or testing of the Work. However, neither the Project Manager's authority nor any decision made by the Project Manager in good faith whether to exercise or not to exercise such authority shall give rise to any duty or responsibility of the Authority to the Contractor, or any Subcontractor, or any of their agents, or employees, or any other person performing any portion of the Work.

J. The Project Manager has the authority and discretion to call, schedule, and conduct job meetings to be attended by the Contractor and representatives of Contractor's Subcontractors, to discuss such matters as procedures, progress, problems, and scheduling.

K. The Project Manager will establish procedures to be followed for processing all submittals, Change Orders, progress payments, other project reports, documentation, and test reports.

L. The Project Manager will review all requests for changes and shall implement the processing of Change Orders including application for extensions of time.

M. The Project Manager will review and process all Progress Payment Requests by the Contractor including Final Progress Payment Requests.

N. Nothing contained in the Contract Documents shall create any contractual relationship between Project Manager and the Contractor; provided, however, that Project Manager shall be deemed to be a third party beneficiary of those obligations of the Contractor to Authority as imposed by the Contract Documents.

O. Except as otherwise provided in the Contract Documents, and until the Contractor is notified in writing to the contrary, all actions to be taken by, all approvals, notices, consent, directions and instructions to be given by, all notices and other matters to be delivered to, all determinations and decisions to be made by and, in general, all other action to be taken by, or given to, Authority shall be taken, given and made by, or delivered or given to, Project Manager in the name of and on behalf of Authority. Only those so designated are authorized to grant on behalf of Authority any approval, consent or waiver with respect to the Contract Documents or the Work, or to otherwise act for Authority in any capacity whatsoever.

P. The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by the activities or duties of the Project Manager in its administration of the Contract, including, without limitation, by any inspections or tests required, or by approvals or other similar action with regard to shop drawings or submittals (of any type), or by the activities of persons other than the Contractor with respect to the Project. Further, notwithstanding the fact that a dispute, controversy or other question may have arisen between the parties hereto relating to the execution or progress of the Work, the interpretation of the Contract Documents, the payment of any monies, the

delivery of any materials or any other matter whatsoever, the Contractor shall not be relieved of its obligations to pursue the Work diligently under the Contract Documents pending the determination of such dispute, controversy, or other question.

Q. Authority reserves the right, but assumes no duty, to establish and enforce standards, and to change the same from time to time, for the protection of persons and property, with which the Contractor shall comply, and to review the efficiency of all protective measures taken by the Contractor. The exercise of or failure to exercise any or all of these acts by Authority shall not relieve the Contractor of its duties and responsibilities under the Contract Documents, and Authority shall not thereby assume, nor be deemed to have assumed, such duties or responsibilities of the Contractor.

50.03 CONTRACTOR

A. Composition: If the Contractor hereunder is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

B. Design, Plans, Specifications, and Site of Project: Contractor has evaluated the feasibility of performing the Work within the time and for the amount set forth in its proposal, accounting for constraints affecting the Project and has reasonable grounds for believing and does believe that such performance is feasible and practicable. Contractor has, prior to submitting its proposal, in accordance with prudent and generally accepted engineering and construction practices, reviewed the Contract Documents, inspected and examined the Site and surrounding locations and undertaken other appropriate activities sufficient to familiarize itself with the surface and subsurface conditions discernible from the surface affecting the Project, to the extent Contractor deemed necessary or advisable for submittal of a proposal. As a result of such review, inspection, examination, and other activities, Contractor acknowledges and agrees that it has been afforded the opportunity to review information and documents and to conduct inspections and test of the Site and surrounding locations as described above. Contractor further acknowledges and agrees that changes in the conditions as the Site may occur after the date hereof, and that Contractor shall not be entitled to any Change Order in connection therewith except as specifically permitted in Section 50.16. Before commencing any Work on a particular aspect of the Project, Contactor shall verify all governing dimension at the Site, and shall examine all adjoining work which may have an impact on such Work. Contractor shall ensure that the all design and construction documents accurately depict all governing and adjoin dimensions and conditions.

C. Governmental Approvals: Contractor acknowledges and agrees that it has familiarized itself with the requirements of any and applicable Laws and the conditions of any required governmental approvals prior to entering into the Contract. Except as specifically permitted in Section 50.15, Contractor shall be responsible for complying with the foregoing at its sole cost and without any increase in Contract price or extension of any completion deadline on account of such compliance, regardless of whether such compliance would require additional time for the performance of additional labor, equipment and/or materials not expressly provided for in the Contract Documents. Contractor has no reason to believe that any governmental approval required to be obtained by Contractor will not be granted in due course and thereafter remain in effect so as to enable the Work to proceed in accordance with the Contract Documents. If any governmental approvals required to be obtained by Contractor must formally be issued in the name of the Authority, Contractor shall undertake all efforts to obtain such approvals subject to Authority's reasonable cooperation with Contractor, including execution and delivery of appropriate applications and other documentation in a form approved by Authority. Contractor shall assist Authority in obtaining any governmental

approvals which Authority may be obligated to obtain, including providing information requested by Authority and participating in meetings regarding such approvals.

D. Preparation of Documents: Contractor shall furnish all design and other services, provide all materials and labor and efforts necessary or appropriate (excluding only those materials, services and efforts with the Contract Documents specify will be undertaken by Authority or other persons) including those required to (a) design the Project and prepare all required documentation, (b) to construct the Project and maintain it during construction in accordance with the requirements of the Contract Documents, the Project schedule, all Laws, all governmental approvals, the approved Quality Management Plan, the approved Contractor's Safety Program, the approved construction documents and all other applicable safety, environmental and other requirements so as to achieve final completion by the applicable completion deadlines, and (c) otherwise to do everything required by and in accordance with the Contract Documents. Except as otherwise specifically provided hereinafter under warranties, the Contractor shall not be an agent for the Authority.

E. Responsibility for Design: Contractor agrees that it has full responsibility for the design of the Project and that Contractor will furnish the design of the Project, regardless of the fact that certain conceptual design work occurred and may have been provided to Contractor prior to the execution of the Contract. Authority does not intend to contract for, pay for, or receive any design services which are in violation of any professional licensing laws, and Contractor acknowledges and agrees that Contractor is fully responsible for furnishing the design of the Project either through its own personnel or through subcontracts with licensed design firm(s). Any references in the Contract Documents to Contractor's responsibilities or obligation to "perform" the design portions of the Work shall be deemed to mean that Contractor shall "furnish" the design for the Project. All design and engineering Work furnished by Contractor shall be performed by or under the supervision of persons licensed to practice architecture, engineering or surveying (as applicable) in the State of California, by personnel who are careful, skilled, experienced and competent in their respective trades or professions, who are professionally qualified to perform the Work in accordance with the Contract Documents and who will assume professional responsibility for the accuracy and completeness of the design documents prepared or checked by them. Contractor and its design subcontractor (if any) shall, throughout the term of the Contract, maintain all required authority, license status, professional ability, skills and capacity to perform the Work, and shall perform them in accordance with the requirements contained in the Contact Documents.

F. Superintendence: The Contractor shall maintain on the site, during all construction activity, a competent superintendent and any necessary assistants, all satisfactory to the Project Manager. The superintendent shall not be changed except with the consent of the Project Manager, unless the superintendent proves to be unsatisfactory to the Contractor and ceases to be in his employ, in which case he/she shall be replaced within 24 hours with a superintendent acceptable to the Project Manager. The superintendent shall represent the Contractor and all directions given to the superintendent shall be as binding as if given to the Contractor. The Contractor shall provide Project Manager with complete work history profiles of management staff associated with this Project for Project Manager's review.

G. Licenses and Certificates: The Contractor shall obtain and possess all necessary licenses and permits required by the laws of the United States, State of California, County of Orange, and any local jurisdiction, and all other appropriate governmental agencies,

and agrees to maintain these licenses and permits in effect for the duration of this Contract. Further, Contractor warrants that its employees, agents, and contractors and subcontractors shall conduct themselves in compliance with all applicable laws and licensure requirements now in effect or as subsequently enacted or modified, as promulgated by any local, state, or federal governmental entities, including, without limitation, compliance with laws applicable to non-discrimination, sexual harassment, and ethical behavior. Contractor shall notify the Project Manager immediately and in writing of its inability to obtain or maintain, irrespective of the pendency of any appeal, any such permits, licenses, approvals, certificates, waivers, and exemptions. Such inability shall be cause for termination of this Contract.

H. Materials and Equipment: The Contractor shall cause all materials and equipment to be delivered to the Site in accordance with any schedule or schedules therefore established from time to time and approved by Project Manager and, in any event, in a manner which will assure the timely progress and completion of the Work but will not encumber the Site unreasonably. Materials delivered to the Site for incorporation in the Work shall not be removed from the Site without the consent of or unless directed by Project Manager. The Contractor shall give, or shall require its Subcontractors to give, full and accurate quality, performance and delivery status reports, in a form satisfactory to Project Manager, regarding any materials and equipment, or such other data with respect thereto as may be requested by Project Manager, and shall obtain for Project Manager the written assurances of any manufacturer that its material or equipment is designed, and appropriate, for the use intended. The Contractor warrants to Authority that all materials and equipment furnished under this Contract shall be new unless otherwise specified in the Contract Documents and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards may be considered defective. All warranties and guarantees from Subcontractors (including, without limitation, manufacturers) shall be assignable to Authority regardless of whether it is so stated therein, and the Contractor agrees to assign all such warranties and guarantees to the Authority.

I. Completion Schedule: The Contractor shall prepare and submit, for Project Manager's approval, a Contractor's Construction Schedule for the work which shall provide for expeditious and practicable execution of the work for completion within the Contract Time.

J. Reports by Contractor: Contractor shall produce and maintain daily reports of the site and construction activities that shall be provided to Project Manager on request. The reports shall follow the Authority approved format including, but not limited to, information regarding trades at work, manpower, weather conditions, construction progress, and solutions to problems.

K. Contractor Responsibility: The Contractor shall supervise and direct the Work, using its best skill and attention. The Contractor shall be solely responsible for all design, construction means, methods, techniques, sequences, coordination, scheduling and procedures, for all cleanup and for all safety and weather precautions and programs, in connection with the Work. Contractor shall be solely responsible for the work and the Project as described in the Contract Documents. Contractor shall have complete control over the construction methods, techniques, and procedures, except as may be specifically provided in the Contract Documents. Contractor shall, at its sole cost and expense, perform all labor and services and furnish all material, tools, appliances, and equipment necessary and proper for performing and completing the Work of the Project in strict compliance with the terms and conditions of the Contract Documents.

Contractor shall provide all labor, materials, and equipment in conformity with the Contract Documents and other directions as may be provided by the Project Manager.

L. Ongoing Oversight: Contractor shall keep itself continuously informed of the progress of the Work and the Related Work and will attend all meetings related to the Work and the Related Work as specified in the Contract Documents and as identified in the Contractor's Construction Schedule. Contractor further agrees to work in a prompt, efficient, expert, and diligent manner and to furnish sufficient manpower to complete the Work in accordance with the Contractor's Construction Schedule. Contractor shall prosecute the Work diligently to completion. Contractor shall be responsible for the coordination and scheduling of all Work and the Related Work.

M. Ongoing Self-Inspection: Contractor shall, at its sole cost and expense, inspect its work to determine strict conformance to the requirements of the Contract Documents. (This obligation of the Contractor is in addition to the Contractor's obligations to make repairs or to remedy deficient or unacceptable work as may be required under the Contract or any other provision of the Contract Documents.) If the Contractor determines that some of the work performed on the Project does not comply with the requirements of the Contract Documents, Contractor shall repair or replace such defective work at its sole cost and expense. Contractor shall gain no protection or right of reliance on the Project Manager's or Fire Chief's inspection of the work. If it is determined that the Project Manager or Fire Chief inspected work and failed to call defects or non-conforming items to the attention of Contractor, the Authority shall not be deemed to have waived the requirements of the Contract Documents or accepted the work.

N. Monitoring and Compliance: The Project Manager shall, at all times, have safe access to the Project site and its related work during its construction, and shall be furnished with every reasonable facility for ascertaining that the materials and the workmanship are in accordance with the requirements and intentions of Contract Documents. All work done and all materials furnished shall be subject to Project Manager inspection. In the event the Project Manager finds or determines that the work or material are not in accordance with the requirements and the intentions of the Contract Documents, the Project Manager shall issue a Non-Conformance Notice. Upon receipt of a Non-Conformance Notice the Contractor shall provide a written Response to the Non-Conformance Notice within five (5) working days after receipt of the Notice. The Contractor's response shall detail either (a) why Contractor believes that the work was performed in accordance with the Contract Documents or (b) what corrective action Contractor intends to take, at its sole cost and expense, to correct the non-conforming work. If Contractor disputes issuance of the Notice, the Project Manager has five (5) working days in which to respond by either (a) withdrawing the Notice of Non-Conformance or (b) directing the Contractor to correct the work. Such determination of the Project Manager shall be final and conclusive of the matter. If directed to correct the work, Contractor shall do so within five (5) working days after receipt of such direction from the Project Manager, or such other time as may be agreed to with the Project Manager.

O. Inspectors: In addition to the Project Manager, inspectors of Local Jurisdictions are authorized to enforce strict compliance with the terms and conditions of the Contract Documents and to determine the acceptability of materials and workmanship. Inspectors are authorized to reject work or materials if they determine that such work or materials do not conform to the requirements of the Contract Documents. Whenever an inspector determines that some work installed by the Contractor, or any Subcontractor or supplier at any tier does not conform to the requirements of the Contract Documents, a Notice of Non-Conformance will be issued to record this determination. In the event of a dispute between the Contractor and an inspector concerning non-conforming work, the

Contractor shall pursue the issue in accordance with the requirements of Section 50.47 below, relating to Non-Conforming Work. Inspectors are not authorized to issue or direct changes to the requirements of the Contract Documents. In the event that the Contractor believes some direction given by an inspector does constitute a change to the requirements of the Contract Documents, Contractor shall within two (2) days provide written notice to the Project Manager detailing the direction given, by whom, when and under what circumstances, and why the Contractor believes that such direction constitutes a change to the requirements of the Contract Documents. Failure to provide such written notice to the Project Manager within the specified timeframe shall constitute a waiver of claim with respect to the direction received by the Contractor.

P. Remedy and Repair of Work: The inspection of the work or materials shall not relieve the Contractor of any of the Contractor's obligations to fulfill the requirements of the Contract Documents. Work and materials not meeting the requirements shall be made good, and unsuitable work or materials may be rejected, notwithstanding that the work or materials have been previously inspected by the Project Manager or that payment therefor has been included in a progress payment. All work which has been rejected as indicated in a Non-Conformance Notice shall be remedied, or removed and replaced by the Contractor in an acceptable manner, and no compensation will be allowed to the Contractor for the removal, replacement or remedial work. Payment shall not be made on any portion of the work for which a Non-Conformance Notice has been issued and the work not corrected to the satisfaction of the Project Manager.

Q. Failure to Comply: Upon failure of the Contractor to comply promptly with any order of the Project Manager made under subsections M, N, O, and P above, the Project Manager, with the approval of the Fire Chief, may cause rejected or unauthorized work to be remedied, removed, or replaced, and to deduct the costs from any moneys due or to become due the Contractor.

R. Contactor Liabilities: The Contractor shall be responsible to Authority for the acts and omissions of its employees. The Contractor shall be held responsible for all damages resulting from its employees' or its subcontractors' or agents' errors, omissions, or negligence in the performance of the Work and completion of the Project.

S. Deficiencies in Contract Documents: Contractor covenants and agrees that Contractor, its employees, agents, subcontractors, and suppliers have an affirmative duty and obligation to promptly disclose to the Project Manager any deficiency, error, or inconsistency in the Contract Documents so that Project Manager and the Authority can affect any required or necessary modification thereof in a timely and cost effective manner. Contractor shall not take advantage of any apparent deficiency, error, or inconsistency in the Contract Documents. Should it appear that the Work to be done or any matter relative thereto is not sufficiently detailed or explained in the Contract Documents, Contractor shall apply to the Project Manager in writing for such further written explanations as may be necessary before proceeding with the Work affected thereby and shall conform to the explanation provided. The fact that the Contract Documents omit or misdescribe any details of any Work which is necessary to carry out the intent to the Contract Documents, or which are customarily performed, shall not relieve Contractor form performing such omitted Work (no matter how extensive) or misdescribed details of the Work, and they shall be performed as if fully and correctly set forth and described in the Contract Documents, without entitlement to ta Change Order except as agreed to by Authority.

T. Ongoing Duty to Disclose: If the Contractor, either before commencing work or in the course of the work, finds any discrepancy within the Contract Documents, or between the Contract Documents and the physical conditions at the Site, the Contractor shall promptly notify the Project Manager in writing of such discrepancy. If the Contractor observes that the Contract Documents are at variance with any applicable law, regulation, order, or decree, the Contractor shall promptly notify the Project Manager in writing of such conflict. The Project Manager, on receipt of such notice, will promptly investigate the circumstances and give appropriate instructions to the Contractor. Until such instructions are given, work done by the Contractor after the discovery of such error, discrepancy, or conflict which is directly or indirectly affected by such error, discrepancy, omission, or conflict will be at the Contractor's own risk and the Contractor shall bear all costs arising therefrom.

U. Duty to Coordinate: The Contractor shall be responsible for coordinating any work carried on at the Site by other parties or by the Authority, including the Related Work, simultaneously with the Work. The compensation to be paid to Contractor under this Contract includes any costs which the Contractor may incur as a result of coordinating the Work with such other work, including the Related Work. In no case shall the Contractor be entitled to extra compensation from the Authority for damages suffered as a result of work being carried on at the Site by other parties or the Authority simultaneously with the construction work for this Project. Nevertheless, if such work results in a delay to the Contractor's work beyond reasonable time allocations afforded to such work and Related Work identified on the Contractor's Construction Schedule as approved by the Project Manager, the Contractor may be eligible for an extension of time as specified under Section 50.16 below.

V. Failure to Pay for Labor or Materials: If Contractor fails to pay for labor or materials when due, Authority may settle such claims by making demand upon the surety to this Agreement. In the event of the failure or refusal of the surety to satisfy said claims, Authority may settle any claims directly and deduct the amount of payments from the Contract price and any amounts due to Contractor. In the event Authority receives a stop notice from any laborer or material supplier alleging non-payment by Contractor, Authority shall be entitled to deduct all of its costs and expenses incurred relating thereto, pursuant to Civil Code section 9358.

W. Compliance with Laws: The Contractor shall, at its cost and expense, comply with all Laws, as any may now exist or be hereafter changed or added. It shall be the responsibility of the Contractor to familiarize itself with all such Laws, and any performance of the Work by or on behalf of the Contractor which is not in compliance with the Laws shall be at the Contractor's sole risk and expense. The Contractor shall notify Authority prior to execution of the Contract (and, without limiting the continuous duty of the Contractor to advise the Authority) of any instances where the Contract Documents are, or where the Contractor believes the Contract Documents are, not in compliance with the Laws.

X. Ongoing Responsibility: Any Work or material not specified in the Contract Documents but which by fair implication, in the judgment of the Project Manager, should be included therein, shall be accomplished, furnished, or provided by the Contractor as part of the Project.

Y. Taxes, Fees, and Licenses: The Contractor shall pay, or cause to be paid, all import duties and sales, consumer, use, excise, value added and ad valorem taxes required to be paid in connection with the Work or upon materials, tools or equipment brought to the Site or used in the Work. If any of the foregoing taxes are not paid in a timely manner, Authority may withhold the amount of any such taxes from any amounts owing to the

Contractor under the Contract Documents, submit the amount so withheld to the appropriate taxing authority on behalf of the Contractor or its Subcontractors or Sub-subcontractors and offset said amount against the Contract Price. The Contractor shall secure and pay for all governmental fees, permits and licenses which Authority is not specifically required to provide and pay for under the Contract Documents.

Z. Tests: If the Contract Documents, or any laws, ordinances, rules, regulations, or any orders or decrees of any public or quasi-public authority having jurisdiction, or common practice in the industry, require or dictate that the Contractor have any portion of the Work inspected, tested or approved, the Contractor shall advise Project Manager in a timely manner (in writing, if practicable) of its readiness and of the date arranged so that Project Manager may observe such inspection, testing or approval. The Contractor shall bear all costs of such inspections, tests and approvals except as otherwise specified. Project Manager may require any special inspection, testing or approval of the Work not included above, or any more stringent inspection, testing or approval thereof, in which event it shall instruct the Contractor to order such inspection, testing or approval, and the Contractor shall advise Project Manager in a timely manner (in writing, if practicable). If such inspection or testing reveals any failure of the Work or the performance thereof to comply with the more stringent of: (a) the requirements of the Contract Documents; (b) applicable industry standards; or (c) applicable laws, ordinances, codes, rules, regulations or orders or decrees of any public or quasi-public authority having jurisdiction, or reveals any defect in the Work, the Contractor shall bear the costs of such inspection or testing and all costs to correct the Work to the satisfaction of Project Manager, which, if incurred by Authority, may be offset by Authority against any amounts then or thereafter due to the Contractor. If such inspection or testing proves that the Work was performed properly, Authority shall bear the costs of such inspection or testing. Required certificates of inspection, testing or approval shall be secured by the Contractor and promptly delivered by it to the Project Manager.

AA. General: The duties and responsibilities of the Contractor as set forth in this Section 50.03 are in addition to, and not in lieu of, other duties and responsibilities of the Contractor enumerated elsewhere in the Contract Documents.

BB. Ownership of Design: Design and construction documents shall become the property of Authority upon preparation; and other documents prepared or obtained by Contractor or its subcontractors in connection with the performance of its obligations under the Contract, including studies, manuals, as-built drawings, technical and other reports and the like, shall become the property of Authority upon Contractor's preparation or receipt thereof. Copies of all design and construction documents shall be furnished to Authority upon preparation or receipt thereof by Contractor.

CC. Contractor shall as part of the design of the Project develop and submit to Authority for approval a Quality Assurance/Quality Management Plan. At a minimum, the Quality Assurance/Quality Management Plan will describe the overall policies, program, organizational responsibilities, procedures, and the means of ensuring that all items of Work are in conformance with the Contract Documents. The Plan will also describe the processes, procedures and details of reviews and checks that will be performed on the design of the Project, and the inspections and tests that will be performed on construction materials and workmanship to ensure overall quality of the constructed Project. The Contractor shall also submit the Contractor's Safety Plan to the Authority prior to beginning any construction activities.

50.04 SUBCONTRACTS

A. Licensed Subcontractors: Contractor shall not have the right and shall not make any substitution of any listed subcontractor, as set forth in Public Contract Code section 4101, except in accordance with the provisions of the Subletting and Subcontracting Fair Practices Act (Public Contract Code sections 4100 et seq.). Once Contractor has entered into a subcontract valued in excess of 1/2 of 1% of the Contract Price, the Contractor shall not have the right and shall not make any substitution of said subcontractor except in accordance with the provisions of said Act. Each subcontractor selected for the Work shall be licensed in the State of California in the subcontractor's particular field.

B. Transactions: Transactions with subcontractors shall be made through the Contractor. Authority may assign to the Contractor any contracts or purchase orders entered into between Authority and any other person or organization in any way related to the Project or the Work, at any time, in which event the Contractor shall assume full responsibility for such person or organization and its portion of the Work as if such person or organization was originally a Subcontractor. Such assignment may occur by Change Order or other Modification to the Contract, and any increase in the Contract Price shall be governed by Section 50.16 below.

C. Writing: All subcontracts and sub-subcontracts shall be in writing. Each subcontract and sub-subcontract shall contain a reference to this Contract and shall incorporate the terms and conditions hereof to the full extent applicable to the portion of the Work covered thereby. Each Subcontractor must agree, for the benefit of Authority, to be bound by, and to require each of its Sub-subcontractors to be bound by, such terms and conditions to the full extent applicable to its portion of the Work.

D. Responsibility: The Contractor shall be fully responsible to the Authority for the acts and omissions of subcontractors and all persons directly or indirectly employed by them as Contractor is for the acts and omissions of Contractor and of persons - directly or indirectly employed by Contractor and shall pay each subcontractor promptly the amount allowed Contractor on account of such subcontractor's work to the extent of such subcontractor's interest therein.

E. Incompetent or Disorderly Conduct: If any Subcontractor or person employed by the Contractor shall appear to the Project Manager to be incompetent or to act in a disorderly or improper manner, such person shall be discharged immediately on the request of the Project Manager, and that person shall not again be employed on the Work.

F. Mandatory Subcontract Terms: Each subcontract shall provide for its termination by the Contractor if, in Project Manager's opinion, the Subcontractor fails to comply with the requirements of the Contract Documents insofar as the same may be applicable to its portion of the Work; and each Subcontractor shall be required to insert a similar provision in each of its sub-subcontracts. In the event of any such failure by a Subcontractor or Sub-subcontractor to comply with the requirements of the Contract Documents, such Subcontractor or Sub-subcontractor, as the case may be, shall be removed immediately from the Work and shall not again be employed on the Work. The Contractor shall be responsible for all costs and expenses arising out of, and shall indemnify Authority on account of any such failure by a Subcontractor or Sub-subcontractor (specifically including, without limitation, a failure to pay for labor (including applicable fringe benefits) or materials).

G. Contractual Relations: Nothing contained in the Contract Documents shall create any contractual relations between Authority or the Project Manager and a subcontractor. However, it is acknowledged that Authority and Project Manager are intended third

party beneficiaries of the obligations of the Subcontractors and Sub-subcontractors related to the Work and the Project.

50.05 DRAWINGS AND SPECIFICATIONS

A. Checking: The Contractor, as part of this Contract, shall be responsible for any errors or omissions in the plans and specifications thereto. Any defect or insufficiency that exists in design, materials, or specified method which is directly or indirectly affected by defect or insufficiency in design, materials, or specified method will be the responsibility of the Contractor and the Contractor shall bear all costs arising therefrom.

B. Precedence: Figures marked on drawings shall in general be followed in reference to scale measurements. Large scale drawings shall in general govern small scale drawings. Specifications and schedules shall govern over drawings. The Contractor shall compare all drawings and verify the figures before laying out the work and will be responsible for any errors. When measurements are affected by conditions already established, the Contractor shall take measurements notwithstanding the giving of scale or figure dimensions in the drawings. Anything mentioned in the specifications and not shown on the drawings, or shown on the drawings and not mentioned in the specifications, shall be of like effect as if shown or mentioned in both.

C. Shop Drawings: The Contractor shall establish, implement, and supervise the submission of shop drawings and other submittals (of any type) in accordance with the Contractor's Construction Schedule and any milestones. The Contractor shall note any variances between any such shop drawings or other submittals and the Contract Documents for the benefit of Authority at the time of submission. No approval or other similar action regarding any such submission shall be binding in any way upon Authority.

D. Drawings and Specifications at the Site: The Contractor shall keep available at the site for ready reference a complete set of all contract drawings, details, supplementary drawings and approved shop drawings, a complete copy of the specifications with all addenda, bulletins, amendments, and copies of Project correspondence. The Contractor shall maintain on the site a complete "as built" record set of prints. In addition, the Contractor shall keep on the site as required a copy of each manufacturer's current printed recommendations. Contractor shall also submit a copy to the Project Manager.

E. Deviations: Deviations from the drawings and the dimensions therein given, whether or not error is believed to exist, shall be made only after written authority is obtained from the Project Manager.

50.06 DIVISIONS OF THE SPECIFICATIONS

A. For convenience, the work as described in the Contract Documents are arranged in several divisions and sections, but such separations shall not be considered as the limits of the work required for any subcontract or trade: the terms and conditions of such limitations are wholly between the Contractor and his subcontractors, and the Authority will not be responsible for any division of Work by subcontractors. The Contractor will be solely responsible for all subcontract arrangements of Work regardless of the location of provisions in the specifications.

B. Schedules of Work included in the sections, where listed, are given for convenience only, and shall not be considered as a comprehensive list of items or work necessary to complete the Work of any section.

C. Where devices or items or parts thereof are referred to in the singular, it is intended that such reference shall apply to as many devices, items, or parts as are required to properly complete the Work.

D. Each section of the specifications is covered by applicable requirements of the Contract Documents and other related sections as if therein written.

50.07 SITE CONDITIONS

A. Existing Site Conditions: Information respecting the site of the work has been obtained by Authority's representatives and is believed to be reasonably correct, but the Authority does not warrant either the completeness or accuracy of such information, and it is the responsibility of the Contractor to verify all such information.

B. Changed Conditions: The Contractor shall promptly, and before such conditions are disturbed, notify the Project Manager in writing of:

(1) Subsurface or latent physical conditions at the site differing materially from those indicated in the Contract Documents; or

(2) Unknown physical conditions at the site, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents. The Project Manager shall promptly investigate the conditions, and if, as a result, finds that such conditions do so materially differ and cause an increase or decrease in the Contractor's cost of, or the time required for performance an equitable adjustment shall be made and the Contract Documents modified in writing accordingly. Any claim of the Contractor for adjustment hereunder shall not be allowed unless Contractor has given notice as above required.

C. Public Utility Facilities on Project Site: Pursuant to Government Code, Section 4215, the Contractor shall be compensated for the costs of locating and repairing damage to public utility facilities on the Project site which was not due to failure of Contractor to exercise reasonable care, and removing or relocating main or trunk line utility facilities located on the Project site, if such work is required in the Contract Documents or the Project Manager. Such compensation shall also cover the cost of Contractor's equipment necessarily idled during such work. This provision shall not be deemed to require compensation when the presence of existing service laterals or appurtenances can be inferred from the presence of visible facilities such as buildings, meter and junction boxes, on or adjacent to the construction site. If the Contractor discovers such unidentified utility facilities during construction, Contractor shall immediately notify the Project Manager and the utility in writing.

D. Space at Site: The Contractor shall be allowed reasonable space at the site of the work as available and access thereto and shall confine Contractor operations to the space assigned. The work shall be done without interference with the ordinary use of the facility. The Contractor shall cooperate with other contractors of the Authority and shall not commit or permit any act which will interfere with the performance of work by any other contractor or employees of the Authority whether at the site or not.

50.08 CONDITIONS AFFECTING THE WORK

A. The Contractor shall be responsible for having taken steps reasonably necessary to ascertain the nature and location of the Work, and the general and local conditions which

can affect the Work or the cost thereof. Any failure by the Contractor to do so will not relieve Contractor from responsibility for successfully performing the Work without additional expense to the Authority. The Authority assumes no responsibility for any understanding or representations concerning conditions made by any of its officers or agents prior to the execution of the Contract Documents, unless such understanding or representations by the Authority are expressly stated in the Contract Documents.

50.09 AUTHORITY'S PROPERTY ON SITE

A. All fixtures, facilities, equipment, vehicles, furniture, and all other personal property of the Authority located at the job site which are removed in the course of construction of the Project remain the property of the Authority unless express provision to the contrary is made in the Contract Documents, and the Contractor shall exercise reasonable care to prevent loss or damage to said property and shall deliver promptly such property to the place designated by the Project Manager.

50.10 PROTECTION

A. The Contractor shall, throughout the performance of the Work, maintain adequate and continuous protection of all Work, all material and supplies, and temporary facilities against loss or damage from whatever cause, shall protect the property of Authority and third parties from loss or damage from whatever cause, and shall comply with the requirements of Authority and its insurers and with all applicable laws, codes, rules and regulations with respect to the prevention of loss or damage to property as a result of fire or other hazards.

B. The Project Manager may, but shall not be required to, make periodic patrols of the Site as a part of its normal security and safety program. In such event, however, the Contractor shall not be relieved of its aforesaid responsibilities and Authority shall not assume same, nor shall it be deemed to have assumed, any responsibility otherwise imposed upon the Contractor by the Contract.

C. Until final acceptance of the Work by Authority, the Contractor shall have full and complete charge and care of and, except as otherwise provided in this Subsection, shall bear all risk of loss of, and injury or damage to, the Work or any portion thereof (specifically including Authority-furnished supplies, equipment or other items to be utilized in connection with, or incorporated in, the Work), materials, equipment, and supplies, from any cause whatsoever, subject to the limitations set forth below.

D. The Contractor shall rebuild, repair, restore, replace, and make good all losses of, and injuries or damages to, the Work or any portion thereof (specifically including Authority-supplied, equipment or other items to be utilized in connection with, or incorporated in, the Work), material, equipment, and supplies before final acceptance of the Work. Such rebuilding, repair, replacement, or restoration shall be at the Contractor's sole cost and expense.

E. Contractor shall take proper safety and health precautions to protect the Work, the workers, the public, and the property of others. Contractor shall comply with the provisions of the Construction Safety Orders issued by the State Division of Occupational Safety & Health. Contractor shall also be responsible for all materials delivered and work performed until completion and acceptance of the entire construction work, except for any completed unit of construction thereof which theretofore may have been accepted.

F. The Contractor shall maintain continuously adequate protection of all Work from damage and shall protect the Authority's property from injury or loss arising in connection

with the Contract Documents. Contractor shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or representatives of the Authority. Contractor shall adequately protect adjacent property as provided by law and the Contract Documents, and shall maintain reasonable security of the site at all times, if necessary. Contractor shall limit visitors to the site to those necessary for construction and inspections. Visitors for other purposes shall be referred to the Project Manager. Contractor's and subcontractors' employees shall possess means of identification at all times as required by the Project Manager while on the job site.

G. In an emergency affecting the safety of life or of the Work or of adjoining property the Contractor, without special instruction or authorization from the Authority, is hereby permitted to act at Contractor's discretion to prevent such threatened loss or injury. Contractor shall so act if directed or instructed by the Project Manager. Any dispute as to compensation claimed by the Contractor on account of emergency work shall be determined by agreement as hereinafter set forth.

H. The Project Manager may notify the Contractor of any noncompliance with the foregoing provisions and the action to be taken. The Contractor shall, after receipt of such notice, immediately correct such conditions. Such notices, when delivered to the Contractor or Contractor's representative at the site of the Work, shall be deemed sufficient for said purpose. Failure of receipt of such notice from the Project Manager shall not relieve the Contractor of responsibility.

I. If the Contractor fails or refuses to comply promptly, the Project Manager 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 order shall be made the subject of claim for extension of time or for excess costs or damages to the Contractor. The Contractor will be responsible for ensuring that his subcontractors comply with the provisions of this Article.

J. Surface or Subsurface water or other fluid shall not be permitted to accumulate in excavations or under the structures. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved in writing by Authority. The proposed location and coordination of temporary channels and conduits conducting accumulated water from the Site shall be submitted to Project Manager for its prior written approval. All such work shall be done at the sole expense of the Contractor, and in accordance with the Federal National Pollutant Discharge Elimination System (NPDES) and the NPDES General Construction Permit which includes the Contractor's Storm Water Pollution Prevention Plan (SWPPP) pursuant thereto.

50.11 RESPONSIBILITY FOR DAMAGES OR INJURY

A. The Authority and all officers and employees thereof shall not be answerable or accountable in any manner: for any loss or damage that may happen to the Work or any part thereof; for any loss or damage to any of the materials or other things used or employed in performing the Work; for injury to or death of any person either workers or the public; or for damage to property from any cause which might have been prevented by the Contractor, or Contractor's workers, or anyone employed by Contractor.

B. The Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects or obstructions or

from any cause whatsoever during the progress of the Work or at any time before its completion and final acceptance.

C. The Contractor shall indemnify and save harmless the Authority, its Board of Directors, all officers and employees thereof connected with the work:

(1) from all claims, suits or actions of every name kind and description, brought for, or on account of, injuries to or death of any person or damage to property resulting from the construction of the Work or by or in consequence of any negligence regarding the Work;
(2) use of improper materials in construction of the Work;
(3) or by or on account of any act or mission by the Contractor or Contractor's agents during the progress of the Work or at any time before its completion and final acceptance.

D. In addition to any remedy authorized by law, so much of the money due the Contractor under and by virtue of the Contract Documents as shall be considered necessary by the Authority may be retained by the Authority until disposition has been made of such suits or claims for damages as aforesaid.

50.12 PAYMENTS

A. The Authority shall make payments upon the Contract Price in accordance with the Contract Documents.

50.13 ASSIGNMENT

A. The Contract Documents, or any obligation thereunder, may not be assigned by the Contractor. Claims for monies due or to become due the Contractor from the Authority under the Contract Documents may be assigned, with the written consent of the Board of Directors, to a bank, trust company, or other financing institution and may thereafter be further assigned or reassigned to any such institution. To effect such assignments, the Contractor, or Contractor's assignee, shall submit a written request to the Board of Directors enclosing a letter from the proposed assignee indicating that it will accept such assignment. Any attempted assignment contrary to provisions of this subsection shall be void.

50.14 OTHER CONTRACTS

A. The Board of Directors may undertake or award other contracts for additional work or other work, and the Contractor shall fully cooperate with such other contractors and Authority employees and carefully fit Contractor's own work to such additional work as may be directed by the Project Manager. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by Authority employees.

50.15 WARRANTY / WARRANTY WORK

A. One-Year Warranty: The Contractor agrees to maintain and guarantees for a period of twelve (12) months from the date of the issuance of the certificate of acceptance of the Project or the issuance of a temporary certificate of occupancy as requested by the Fire Chief in the Fire Chief's sole discretion, whichever event occurs first, (and for such additional or extended periods for portions of the Work as provided in the Contract Documents), that the completed work is free from all defects due to faulty materials, equipment or workmanship and that Contractor shall promptly make whatever

adjustments or corrections which may be necessary to cure any defects, including repairs or any damage to the Site, Project, Work, or any system installed therein resulting from such defects.

B. Warranty Work / Normal Response Time: In the event of failure to comply with the above-mentioned conditions within one (1) week after being notified in writing, the Authority is hereby authorized to proceed to have the defects remedied and made good at the expense of the Contractor who hereby agrees to pay the cost and charges therefore immediately on demand.

C. Warranty Work / Emergency Response Time: If in the opinion of the Authority, defective work creates a dangerous condition, affects the Authority's essential operations / essential use of the facility, affects the safety or preservation of property or personnel, or requires immediate correction or attention to prevent further loss to the Authority, the Contractor shall be required to take corrective action within 24 hours after personal or telephonic notice by the Authority's Property Management Section. If the Contractor cannot be contacted or does not comply with the Authority's request for correction within 24 hours (or a reasonable time as determined by the Authority), the Authority may, notwithstanding the provisions of this article, proceed to make such correction, the cost of which shall be charged against the Contractor who hereby agrees to pay the cost and charges therefore immediately on demand.

D. Failure to Take Corrective Action: Failure by the Contractor to take corrective action as specified above shall constitute a material breach of this agreement and will result in the Authority taking whatever corrective action it deems necessary including termination of this agreement. All costs resulting from such action by the Authority will be claimed against Contractor or, if necessary, the Contractor's Performance Bond. The Contractor's Performance Bond shall remain in full force and effect through the warranty period.

E. Alternative Remedy: The performance bond shall remain in full force and effect through the guarantee period or, at the option of the Contractor, a warranty bond in the amount of one hundred percent of the Contract price may be substituted for the performance bond. Such warranty bond must be in a form approved by Authority Counsel, be issued by a surety authorized by the State Insurance Commissioner to transact business in the State of California as a surety, and must have and maintain, throughout the warranty period, at least an "A-" policyholder's rating, or better, and a financial rating of "Class VII," or better, in accordance with the most current A.M. Best's Rating Guide.

F. All Inclusive Remedies: The Contractor' obligations under this clause are in addition to the Contractor's other express or implied assurances contained in the Contract Documents, or state law and in no way diminish any other rights that the Authority may have against the Contractor for faulty materials, equipment, or work.

50.16 EXTRA WORK AND CHANGES

A. The Contract Sum as set forth in the Contract includes compensation for all work performed by Contractor, unless Contractor obtains a written change order signed by the Project Manager specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in this Section 50.16. Authority may extend the time fixed in the Contract Documents for completion of the Project by the number of days reasonably required for Contractor to perform the extra work only if Contractor is actually delayed in the performance of any item of the Project on the critical path by:

1. Any act or neglect of Authority, Project Manager, or any employee, agent, or representative of Authority; or
2. Combined action of workers, either those employed on the Project or in any industry essential to the conduct of the Work not caused by or resulting from default, negligence, or collusion on the part of Contractor or its Subcontractors of every tier; or
3. Unusually severe weather conditions not reasonably anticipatable for that portion of the County of Orange the site is located, based upon U.S. Weather Bureau climatological reports for the months included plus a report indicating average precipitation, temperature, etc. for the last ten (10) years from the nearest reporting station; or
4. Excusable Transportation Delays; or
5. Excusable Labor Disputes; or
6. Acts of God; or
7. National Emergency, declared by the President of the United States. In the event one or more of the specific situations described above occurs, the Scheduled Completion Date may be extended by Change Order for a period not to exceed the length of such delay, provided that Contractor presents a written request to Project Manager, with demonstrated justification acceptable to the Project Manager, for such time extension within five (5) days of the commencement of such delay. Failure to file such request within the time allowed shall be deemed a waiver of the claim by Contractor as determined by Project Manager. The decision of the Project Manager shall be final.

B. The Project Manager may, at any time, by written order, and without notice to the sureties, make changes in the drawings or specifications of the Contract Documents if within the general scope thereof. A change order shall also be any other written order (including direction, instruction, interpretation or determination) from the Authority which causes any change, provided Contractor gives the Authority written notice stating the date, circumstances and source of the order and that Contractor regards the order as a Change Order.

C. If any change under this Section 50.16 causes an increase or decrease in Contractor's actual direct cost or the time required to perform any part of the work under this Contract, whether or not changed by any order, the Project Manager may make an equitable adjustment and modify the Contract in writing. No claim for any change shall be allowed for any costs incurred more than fifteen (15) days before the Contractor gives written notice as required below.

D. No extension of time shall be given unless the delay for which a request is made is included in those items for which an extension to the Scheduled Completion Date is appropriate pursuant to the provisions of this Section 50.16 and the Project Manager finds that such reason for the delay actually adversely affected the ability of the Contractor to complete the Project by the Scheduled Completion Date or to complete a milestone. Project Manager's decision will be conclusive on the parties to this Contract.

E. No claims by Contractor for additional compensation or damages for delays will be allowed unless Contractor satisfies the Project Manager that such delays were unavoidable and not the result of any action or inaction of Contractor and that Contractor took all available measures to mitigate such damages. The Project Manager's decision will be conclusive on all parties to this Contract.

F. No extension of the Scheduled Completion Date or the right on the part of Contractor to secure any such extension pursuant to this Section 50.16 shall prejudice any right

Authority may have under the Contract Documents, or otherwise, to terminate this Contract.

G. The Contract Price includes compensation for all work performed by Contractor, unless Contractor obtains a written change order signed by the Project Manager specifying the exact nature of the extra work and the amount of extra compensation to be paid all as more particularly set forth in in this Section 50.16.

H. Project Manager may extend the Scheduled Completion Date by the number of days reasonably required for Contractor to perform the extra work, but only to the extent such extra work actually adversely affects the Scheduled Completion Date, as determined by Project Manager. The decision of the Project Manager shall be final.

I. The Authority or the Fire Chief may order modifications or authorize Change Orders for any reason. Such modifications shall be reviewed, evaluated, and processed in the manner specified in this Section 50.16.

J. Project Manager may at any time, without notice to any surety, by written order make any change in the work within the general scope of the Contract, including, but not limited to, changes in:

1. The Contract Documents (including drawings and designs);
2. The time, method, or manner of performance of the work;
3. The Authority-furnished facilities, equipment, materials, services, or site; or
4. Directing acceleration in the performance of the work.

K. Except as provided in this Section 50.16, no order, statement or conduct of the Authority or its representatives, including, but not limited to the Fire Chief, and/or Project Manager, shall be treated as a change under this Section 50.16 or entitle Contractor to an equitable adjustment.

L. If Contractor intends to assert a claim for an equitable adjustment under this Section 1.16, it must, within fifteen (15) days after receipt of a written change order under this Section 50.16 or the furnishing of a written notice hereunder, submit a written statement to the Project Manager setting forth the general nature and monetary extent of such claim. Such claim shall contain the documentation and information as specified herein. The Project Manager may extend the 15-day period so long as the request for the extension is submitted within such 15-day period and only for good and justified cause. Project Manager's decision regarding any request for extension shall be final and binding on all parties.

M. Claim documentation shall conform to generally accepted accounting principles and all supporting documentation shall be cited by reference, photocopies, or explanation. Supporting documentation may include, but shall not be limited to, general conditions, general requirements, technical specifications, drawings, correspondence, conference notes, shop drawings logs, survey books, inspection reports, delivery schedules, test reports, daily reports, subcontracts, fragmentary schedules or time impact analyses, photographs, technical reports, requests for information, field instructions, and all other related records necessary to support Contractor's claim.

N. Supporting documentation of damages for each claim shall be cited, photocopied, or explained. Supporting documentation may include, but shall not be limited to, any or all documents related to the preparation and submission of the bid; certified, detailed labor records including labor distribution reports, material and equipment

procurement records, construction equipment ownership cost records or rental records, Subcontractor or vendor files and cost records, service cost records, purchase orders, invoices, project as planned and as-built records, general ledger records, variance reports, accounting adjustment records, and any other accounting materials necessary to support Contractor's claim.

O. Each copy of the claim documentation shall be certified as true and correct and under penalty of perjury by a responsible officer of the Contractor in accordance with the requirements of the Contract Documents.

P. Should Contractor be unable to support any part of the claim and it is determined that such inability is attributable to falsity of such certification or misrepresentation of fact or fraud on the part of Contractor, the Contractor shall be liable to Authority as provided for under California Government Code Section 12650 *et seq*.

Q. Disputed work shall be performed as ordered in writing by the Project Manager, so long as the cost of such work is within the authority of the Project Manager as described above, so as to minimize the impact on, and delays to, the Work.

R. Costs which shall not be allowed or paid in Change Orders or claim settlements under this Contract include, but are not limited to, interest cost of any type other than those mandated by statute; claim preparation or filing costs; legal expenses; the costs of preparing or reviewing proposed Change Orders or change order proposals concerning change orders which are not issued by the Authority; lost revenues; lost profits; lost income or earnings; rescheduling costs; costs of idled equipment when such equipment is not yet at the Site or has not yet been employed on the Work; lost earnings or interest on unpaid retainage; claims consulting costs; the costs of corporate officers or staff visiting the Site or participating in meetings with the Authority; any compensation due to the fluctuation of foreign currency conversions or exchange rates; loss of other business; or any other cost identified as unallowable cost under the provisions of the Federal Acquisition Regulations.

S. No claim by Contractor for an equitable adjustment shall be allowed if made after final payment under this Agreement. Contractor hereby agrees to make any and all changes, furnish the materials and perform the work that Authority or its Project Manager may require without nullifying this Contract. Contractor shall adhere strictly to the Contract Documents unless a change therefrom is authorized in writing by the Project Manager, subject to the limitations contained herein. Under no condition shall Contractor make any changes to the Project, either in additions or deductions, without the written order of the Authority or its Project Manager and the Authority shall not pay for any extra charges made by Contractor that have not been agreed upon in advance in writing by the Authority. Disputed work shall be performed as ordered in writing by the Authority or the Project Manager and the proper cost or credit breakdowns therefor shall be submitted in accordance with the Contract Documents.

T. Project Manager is authorized by the Board of Directors to make, by written order, changes or additions to the work within the scope of the Contract Documents. The Parties acknowledge and understand that approval authority for any such written order, changes or additions will vary depending on the scope of the requested change. To determine the appropriate approval process, the Orange County Fire Authority Roles/Responsibilities/Authorities Matrix, as may be amended, shall control.

U. Labor wage rates shall not exceed the Prevailing Wage Rates supported by payroll records. Equipment rental rates should be based on latest edition of equipment rental

rates published by the State of California Department of Transportation; Division of Construction.

V. Nothing in this Section shall excuse the Contractor from proceeding with the Contract Documents as changed.

50.17 ORAL MODIFICATION

A. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of the Contract Documents.

50.18 MATERIAL, WORKMANSHIP, AND ACCEPTANCE

A. Where materials are specified by reference to standard specifications of the American Society for Testing Materials (A.S.T.M.), Federal Specifications, or others, all applicable provisions of the designated specifications shall be considered as forming a part of the Contract Documents to the same force and effect as if repeated therein.

B. All work under the Contract Documents shall be performed in a skillful and workmanlike manner. The Project Manager may, in writing, require the Contractor to remove from the work any employee the Project Manager deems incompetent, careless, or otherwise objectionable.

C. The Contractor shall, without charge, replace any material or correct any workmanship found by the Project Manager not to conform to the Contract Documents, unless in the public interest the Project Manager consents to accept such material or workmanship with an appropriate adjustment in contract price. The Contractor shall promptly segregate and remove rejected material from the premises.

D. Unless otherwise provided in the Contract Documents, acceptance by the Authority shall be accomplished by recordation of Notice of Completion which shall be made as promptly as practicable after completion and inspection of all work required by the Contract Documents. Acceptance shall be final and conclusive except as regards latent defects, fraud, or such gross mistakes as may amount to fraud, or as regard the Authority's rights under any warranty or guarantee. Informal procedures such as "punch lists" are not to be deemed final or conditional acceptance.

50.19 TERMINATION FOR DEFAULT & DAMAGES FOR DELAY

A. The Contract may be terminated in whole or in part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under the Contract through no fault of the terminating party, provided that no termination may be effected unless the other party is given:

(1) Not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate; and
(2) An opportunity for consultation with the terminating party prior to termination.

B. If the Contractor refuses or fails to prosecute the work with such diligence as will ensure its completion within the time specified in the Contract Documents or any extension thereof, or fails to complete said work within such time, the Board of Directors may, by written notice to the Contractor, terminate Contractor's right to proceed with the work or such part of the work as to which there has been delay. In

such event, the Authority may take over the work and prosecute the same to completion, by contract or otherwise, and may take possession of and utilize in completion the work such materials, appliances, and plant as may be on the site of the work and necessary therefor. Whether or not the Contractor's right to proceed with the work is terminated, Contractor and Contractor's sureties shall be liable for any damage to the Authority resulting from Contractor's refusal or failure to complete the work within the specified time.

C. Fixed and agreed liquidated damages are provided in the Contract Documents, these General Conditions, subsection 50.38 J. If the Authority so terminates the Contractor's right to proceed, the resulting damage will consist of such liquidated damages until such reasonable time as may be required for Final Completion of the Work together with any increased costs occasioned the Authority in completing the work.

D. The Contractor's right to proceed shall not be so terminated nor the Contractor charged with resulting damage if the Contractor is actually delayed in the performance of any item of the Project on the critical path by:

1. Any act or neglect of Authority, Project Manager, or any employee, agent, or representative of Authority; or
2. Combined action of workers, either those employed on the Project or in any industry essential to the conduct of the Work not caused by or resulting from default, negligence, or collusion on the part of Contractor or its Subcontractors of every tier; or
3. Unusually severe weather conditions not reasonably anticipatable for that portion of the County of Orange where the Project site is located, based upon U.S. Weather Bureau climatological reports for the months included plus a report indicating average precipitation, temperature, etc. for the last ten (10) years from the nearest reporting station; or
4. Excusable Transportation Delays; or
5. Excusable Labor Disputes; or
6. Acts of God; or
7. National Emergency, declared by the President of the United States.

The Scheduled Completion Date may be extended by Change Order for a period not to exceed the length of such delay, provided that Contractor presents a written request to Project Manager, with demonstrated justification, for such time extension within five (5) days of the commencement of such delay. Failure to file such request within the time allowed shall be deemed a waiver of the claim by Contractor. No extension of time shall be given unless the delay for which a request is made is included in those items for which an extension to the Scheduled Completion Date is appropriate as provided above and the Project Manager finds that such reason for the delay actually adversely affected the ability of the Contractor to complete the Project by the Scheduled Completion Date. Project Manager's decision will be conclusive on the parties to this Contract. No claims by Contractor for additional compensation or damages for delays will be allowed unless Contractor satisfies the Project Manager that such delays were unavoidable and not the result of any action or inaction of Contractor and that Contractor took all available measures to mitigate such damages. The Project Manager's decision will be conclusive on all parties to this Contract. Project Manager may extend the time indicated for completion of the Project by the number of days reasonably required for Contractor to perform the extra work, but only to the extent such extra work actually adversely affects the Scheduled Completion Date, as determined by Project Manager. The decision of the Project Manager shall be final.

E. The rights and remedies of the Authority provided in this Article are in addition to any other rights and remedies provided by law or under the Contract Documents.

50.20 AUTHORITY'S RIGHTS REGARDING WORK

A. If the Work or any portion thereof is defective and/or does not conform to the Contract Documents, or if Contractor fails to supply sufficient skilled workers and suitable material, services, or equipment, or if Contractor fails to make prompt payments to Subcontractors or for labor, materials, or equipment, or if Contractor fails to supervise or coordinate the Work, or if grounds exist pursuant to any other provision of the Contract Documents, Project Manager may order Contractor to stop the Work, or any portion thereof, until cause for the order to stop has been eliminated. Project Manager's exercise of this right to stop the Work shall not give rise to any duty on the part of the Project Manager to exercise this right for the benefit of Contractor or any other party. This right to stop the Work pursuant to this Section is in addition to and not in limitation of Authority's rights to terminate this Contract in accordance with the Contract Documents.

B. Project Manager may at any time and without cause suspend the Work or any portion thereof by written notice to Contractor and a Change Order shall be issued extending the Scheduled Completion Date by the number of days of such suspension. For suspensions of the Work which are fourteen (14) days or less, Contractor shall recommence the Work at the direction of Project Manager with the Contract Price remaining unchanged. Provided Contractor is not in default of the terms of the Contract Documents, if there is a suspension of Work or suspensions which in the aggregate extend beyond fourteen (14) days, Contractor shall recommence the Work at the direction of Project Manager and Contractor and Project Manager shall, at Contractor's written request and through good faith negotiations, equitably adjust the Scheduled Completion Date and any milestones, and shall equitably adjust the Contract Price, in an amount to be approved by the Fire Chief or the Authority, which approval shall not be unreasonably withheld, for each day of such suspension exceeding fourteen (14) days. Adjustments to the Scheduled Completion Date or completion of a milestone shall only be provided to the extent the suspension of Work actually adversely affects the Scheduled Completion Date or completion of a milestone, as determined by Project Manager. The decision of the Project Manager shall be final.

C. In the event the Project Manager determines that the progress of the Work is behind the progress set forth in the Contractor's Construction Schedule, Project Manager may require Contractor to take such actions as the Project Manager deems necessary to expedite the progress of the Work in conformance with the progress set forth in the Contractor's Construction Schedule. Such actions may include without limitation, increasing the number of workers performing the Work, utilizing overtime work, and requiring additional work shifts. Such action by Project Manager to place Contractor back on schedule shall not be the subject of a Change Order increasing the Contract Price, nor shall Contractor receive any additional compensation for these activities.

D. Contractor shall cooperate with Authority, Project Manager, and all other persons as Authority may retain or employ for (by way of illustration only) installation of furniture, decoration, and training, and the like at the Project. Contractor acknowledges that it is critical to Authority that separate Contractors are allowed to perform and coordinate the installation of furnishings, fixtures, and equipment not covered by this Contract but necessary for the Project. Contractor covenants to use its best efforts to prevent Authority from suffering delay in completion of the Work as a result of Contractor's failure to cooperate and coordinate its work with Related Work as required by the Contract Documents.

E. To the extent that Authority timely provides to Contractor information relating to the work of its separate contractors, the interrelationships between the work of separate contractors and/or third parties such as Authority's purchasing agent and any other special consultants shall be indicated on the Contractor's Construction Schedule to allow Authority to provide for proper phasing.

50.21 CONTRACT PRICE; METHOD OF PAYMENT; RETENTION OF FUNDS

A. Authority agrees to pay and the Contractor agrees to accept as full consideration for the faithful performance of this Contract, subject to any subsequent additions or deductions as provided in approved change order the Contract Price.

B. Progress payments shall be made to the Contractor per month for each successive month as the Work progresses. The Contractor shall be paid such sum as will bring the total payments received since the commencement of the work up to ninety-five percent (95%) of the value of the work completed, less all previous payments, provided that the Contractor submits the request for payment prior to the end of the day required to meet the payment schedule. The Authority will retain five percent (5%) of the amount of each such progress estimate and material cost until 30 days after the recordation of the Notice of Completion.

C. Application for Partial Payment: The Contractor shall request payment through the preparation and submission to Authority of an Application for Partial Payment. The Application for Partial Payment shall show in detail all monies properly payable to the Contractor, approved by the Project Manager, in accordance with the previously approved activities as identified on the Contractor's Construction Schedule, including those items of labor, materials, and equipment used or incorporated in the Work (and, if Authority has agreed in advance in writing, suitably stored at the Site) through and including the Payment Application Date. The Application for Partial Payment shall have, as attachments, certifications of payrolls, and such other evidence of performance of the Work, the costs thereof and payment therefor as Authority may deem necessary or desirable.

D. The Contractor warrants that title to all Work, materials and equipment covered by an Application for Partial Payment shall pass to Authority, free and clear of all liens, claims, security interests or encumbrances, upon the sooner occurrence of: (a) the delivery of any such materials or equipment to the Site; or (b) the tender of payment of the applicable Application for Partial Payment by Authority to the Contractor; and that no Work, materials, or equipment covered by an application for Partial Payment shall have been acquired, whether by the Contractor or by any Subcontractor or Sub-subcontractor, subject to an agreement under which an interest therein or an encumbrance thereon is retained by the seller or otherwise imposed by the Contractor or such other person. The passage of title to Authority as provided herein shall not alter or limit the obligations and duties of the Contractor with respect to the Work and the materials or equipment incorporated therein or used in connection therewith as set forth in the Contract Documents. In this regard, it is specifically noted that neither the Authority, nor its Directors, officers, employees, or agents shall be held responsible in any manner for any loss that may happen to the Work or any part thereof during the course of construction; for any loss or damage to any of the materials, equipment, supplies, or other things used or employed in performing the Work; for injury to or death of any person, either workers or the public; or for damage to property, from any cause that might have been prevented by the Contractor, Contractor's workers, employees, Subcontractors, suppliers, or agents.

E. If the Contractor has submitted an Application for Partial Payment in the manner prescribed herein, the Project Manager shall, with reasonable promptness, review, approve the same (or such portions thereof covering amounts it determines to be properly due), or shall state in writing its reasons for withholding its approval (whether of all or a part).

F. The Project Manager's approval of an Application for Partial Payment shall not constitute a representation by Authority that the conditions precedent to the Contractor's entitlement to payment have been fulfilled, nor shall approval of an Application for Partial Payment by Authority be deemed a representation by Authority: (a) that it has made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (b) that it has reviewed the construction means, methods, techniques, sequences, coordination or procedures, or the cleanliness of the Site, or the safety precautions and programs, in connection with the Work; (c) that it has made any examination to ascertain how or for what purposes the Contractor has used the monies previously paid on account of the Contract Price.

G. No approval of an Application for Partial Payment, progress payment or any beneficial, partial or entire use or occupancy of the Project by Authority shall constitute an acceptance of any Work which is not in accordance with the Contract Documents; and regardless of approval of an Application for Partial Payment by Authority, the Contractor shall remain totally obligated and liable for the performance of the Work in strict compliance with the Contract Documents.

H. Subject to Authority's rights to offset or withhold as set forth in these General Conditions, after Authority has approved an Application for Partial Payment, in whole or in part, it shall make payment of the amount approved to the Contractor as provided in the Contract Documents.

50.22 RIGHT TO OCCUPY - BENEFICIAL USE

A. Authority reserves the right, prior to Final Completion of the entire Project, to use a portion or portions of the Work when Project Manager determines that such portion or portions may be safe for such use provided such use will not unreasonably interfere with the Contractor's orderly progress of the Work. Such use ("beneficial use") shall not be construed as an acceptance of any such Work, or a part of the Work, as substantially complete, nor shall it affect the dates and times when payments shall become due from the Authority to Contractor, nor shall it prejudice Authority's rights pursuant to the Contract or any bonds guaranteeing the same. Notwithstanding such occupancy or use, Contractor shall continue to provide insurance, security, maintenance, utilities, and protection to the Work, unless otherwise agreed by the parties in writing.

B. At the sole discretion of the Fire Chief, any time after beneficial use and prior to issuance of a certificate of occupancy by the Local Jurisdictions, the Fire Chief may request one or more of the Local Jurisdictions to issue a temporary certificate of occupancy for a portion or portions of the Project. Upon the issuance of such temporary certificate of occupancy, the Authority may occupy such portion or portions of the Project, and such portions shall be deemed to be substantially complete.

C. Beneficial Occupancy shall not constitute acceptance by Authority or Project Manager of the completed Work or any portion thereof, shall not relieve the Contractor of its full responsibility for correcting defective Work and repairing the Work, shall not be deemed

to be the equivalent of completion of the Work and shall not entitle the Contractor to any increase in the Contract Price.

D. Anything in this Section 50.22 to the contrary notwithstanding, Authority may certify any portion of the Work to be occupied or used hereunder to be Substantially Completed and, upon the Contractor's timely completion or correction of the items on the "punch-list" with respect thereto, accept that portion of the Work.

50.23 FINAL COMPLETION AND FINAL PAYMENT

A. When all permits for the Work have been approved, accepted, or otherwise signed off as complete by the inspectors of the Local Jurisdictions, Contractor shall certify to the Project Manager in writing within ten (10) days that the Work is complete in accordance with the Contract Documents and is ready for occupancy. Project Manager and Fire Chief will make an investigation and inspection of all phases of the Work. If all contractual obligations have not been met, Project Manager shall furnish Contractor a detailed list of all remaining work (the "Punchlist") and Contractor shall commence correction of all items on the Punchlist. A letter of acceptance shall be issued upon completion of all Work specified on the Punchlist to the satisfaction of the Project Manager. In no case will the letter of acceptance relieve Contractor of any obligations of Contractor that may be outstanding. Within five (5) business days after issuance of a letter of acceptance, Project Manager shall issue a certificate of final completion. Upon receipt of the certificate of final completion, Contractor shall submit its final application for payment ("Final Application for Payment") which shall set forth all amounts due and remaining unpaid to Contractor and upon approval thereof by the Project Manager Authority shall pay to Contractor the amount due under such Final Application for Payment as provided herein.

B. Before Authority makes the Final Payment to Contractor, all requirements of the Contract Documents shall have been fulfilled, including the following:

1. Receipt by Project Manager of a complete list of Subcontractors and principal vendors, including addresses, telephone numbers, and names of individuals to contact who are familiar with the Project, including Contractor;
2. Receipt by Project Manager of all operation and maintenance manuals, approved by the Project Manager;
3. Receipt by Authority of all releases and written guarantees from all Subcontractors and material suppliers for the Project in a form and content satisfactory to the Project Manager, which Contractor hereby agrees to obtain for, and deliver to, Project Manager prior to completion of the Project;
4. Receipt by Project Manager of all "As-Built" records, approved by Project Manager;
5. Copies of any other warranties or guarantees received from manufacturers, suppliers, or Subcontractors; and
6. Evidence satisfactory to the Project Manager showing that the Contractor has promptly and satisfactorily settled all claims, if any, for services performed and materials furnished in connection with the Work.
7. Receipt by Project Manager of all documentation necessary to demonstrate compliance with the Leadership and Environmental Design program requirements if applicable to Project.

C. Final Payment shall not become due until Contractor submits to Project Manager: (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Authority or Authority's property might in any way be responsible, have been paid or otherwise satisfied; (2) the consent of the surety to

Final Payment; and (3) if reasonably required by the Project Manager, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Project Manager. Project Manager may require affidavits or certificates of payment and/or releases from any Subcontractor, laborer, or material supplier.

D. The acceptance of Final Payment shall constitute a waiver of all claims by Contractor except those previously made in writing and identified by Contractor as unsettled at the time of the Final Application for Payment.

E. The making of Final Payment shall constitute a waiver of all claims by Authority except those arising from (1) unsettled claims; (2) faulty or defective Work appearing after Final Completion of the Work; (3) failure of the Work to comply with the requirements of the Contract Documents; (4) terms of any special warranties required by the Contract Documents; (5) "Punchlist" items not yet completed by the Contractor; (6) discrepancies noted in subsequent audits performed by Authority or its agents within one (1) year following Final Payment; or (7) any claims identified by Project Manager as unsettled prior to making of Final Payment.

F. Final Payment shall not relieve Contractor of its warranty and indemnification obligations pursuant to the Contract Documents, which shall survive such payment.

G. Contractor shall keep and present within fifteen (15) days after request by Authority or its agents, in a form reasonably approved by the Project Manager, a final itemized accounting of all expenditures made in connection with the Work together with appropriate supporting data.

50.24 SURETY BONDS

A. Contractor shall, upon entering into performance of this Agreement, furnish a bond in the amount of one hundred percent (100%) of the Contract price bid, to guarantee the faithful performance of the work, and an additional bond in the amount of one hundred percent (100%) of the Contract price bid to guarantee payment of all claims for labor and materials furnished. The bonds required pursuant to this Section shall be issued by a surety authorized by the State Insurance Commissioner to transact business in the State of California as a surety and shall have and maintain throughout the life of the Project, at least an "A-" policyholder's rating, or better, and a financial rating of "Class VII," or better, in accordance with the most current A.M. Best's Rating Guide. This Contract shall not become effective until such bonds are supplied to and approved by the Authority.

50.25 INSURANCE

A. Contractor is also aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or undertake self-insurance in accordance with the provisions of that Code and will comply with such provisions before commencing the performance of the work of this Contract.

B. Contractor and all Subcontractors will carry workers' compensation insurance for the protection of its employees during the progress of the work.

C. Contractor shall at all times carry, on all operations hereunder, bodily injury, including death, and property damage liability insurance, including automotive operations bodily

injury and property damage coverage; professional liability, and builders' all risk insurance. All insurance coverage shall be in amounts specified by Authority below and shall be evidenced by the issuance of a certificate in a form prescribed by the Authority and shall be underwritten by insurance companies satisfactory to Authority for all operations, subcontract work, contractual obligations, product or completed operations, all owned vehicles and non-owned vehicles.

D . Said insurance coverage obtained by the Contractor, excepting workers' compensation coverage, shall contain the following provisions, or Contractor shall obtain endorsements on forms approved by the Authority to add the following provisions to the insurance policies: (1) the policy or policies shall name the Authority, its Directors, officers, officials, agents, employees, Project Manager, volunteers and consultants for this Agreement, and all public agencies from whom permits will be obtained and their Directors, elected or appointed officials, officers, agents, and employees, as determined by the Authority, as additional insureds on said policies; and (2) each policy shall be endorsed to be primary and any other insurance, deductible, or self-insurance maintained by the Authority, its Directors, officers, officials, agents, employees, Project Manager, volunteers or consultants, shall not contribute with the primary insurance. The Worker's Compensation policy shall be endorsed to waive all rights of subrogation against OCFA, its Directors, officers, officials, agents, employees, Project Manager, volunteers and consultants.

E. Contractor hereby waives all rights of subrogation against Authority, its Directors, officers, officials, agents, employees, Project Manager, volunteers and consultants.

F. Before Contractor performs any work at, or prepares or delivers materials to, the site of construction, Contractor shall furnish certificates of insurance evidencing the foregoing insurance coverages and such certificates shall provide the name and policy number of each carrier and policy and that the insurance is in force and will not be canceled without thirty (30) days written notice to Authority. Contractor shall maintain all of the foregoing insurance coverages in force until the work under this Contract is fully completed. The requirement for carrying the foregoing insurance shall not relieve Contractor from the provisions for indemnification of Authority by Contractor under Section 50.26 below. Notwithstanding nor diminishing the obligations of Contractor with respect to the foregoing, Contractor shall subscribe for and maintain in full force and effect during the life of this Contract, the following insurance in amounts not less than the amounts specified and issued by a company admitted as an insurer in California and shall have and maintain throughout the life of the Project, at least an "A-" policyholder's rating, or better, and a financial rating of "Class VII," or better, in accordance with the most current A.M. Best's Rating Guide, except that the Authority will accept State Compensation Insurance Fund for the required policy of Worker's Compensation subject to OCFA's option to require a change in insurer in the event the State Fund financial rating is decreased below "B"::

Workers Compensation	In accordance with the Workers' Compensation Act of the State of California, with a minimum of $2,000,000
Public Liability, in the form of either Comprehensive or General Liability written on a full occurrence basis	Combined single limit of $5,000,000 per occurrence for bodily injury, death and property damage
Automobile Liability, including non-owned and hired vehicles	Combined single limit of $1,000,000 on a per occurrence basis.
Errors and Omission Liability	$2,000,000

Builders' At Risk	TBD

Coverage for commercial general liability and automobile liability insurance shall be at least as broad as the following:

- Insurance Services Office (ISO) Commercial General Liability Coverage (Occurrence Form CG0001)
- Insurance Service Office (ISO) Business Auto Coverage (Form CA 0001) covering any auto.

G. Contractor shall either: (1) include all subcontractors engaged in any work relating to this Agreement as additional named insureds under the Contractor's insurance policies, or (2) Contractor shall be responsible for causing its subcontractors to procure, maintain and submit evidence to Authority of insurance of the same types, in the same amounts, and in compliance with the terms of the insurance requirements set forth in this section, including submittal of all required endorsements. All insurance policies provided by Contractor's subcontractors performing any work related to this Agreement shall be endorsed with the endorsements required above. Contractor shall not allow any subcontractor to commence any work relating to this Agreement unless and until it has provided evidence satisfactory to Authority that the subcontractor is covered by all insurance required under this section and all requirement endorsements have been submitted to Authority. Payment under this Agreement for services performed by subcontractors may be withheld by Authority until evidence satisfactory to Authority is provided that the subcontractor has secured all the required insurance is provided to Authority.

H. Authority or its representatives shall at all times have the right to inspect and receive the original or a certified copy of all said policies of insurance, including certificates. Contractor shall pay the premiums on the insurance hereinabove required.

50.26 RISK AND INDEMNIFICATION

A. Indemnification: To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole cost and expense and with legal counsel approved by Authority, which approval shall not be unreasonably withheld), protect and hold harmless Authority and all of Authority's officers, directors, employees, consultants, agents, successors and assigns (collectively the "Indemnified Parties"), from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorneys' fees, disbursements and court costs, and all other professional, expert or consultants' fees and costs and Authority's general and administrative expenses) of every kind and nature whatsoever (individually, a "Claim"; collectively, "Claims") which may arise from or in any manner related (directly or indirectly) to any work performed or services provided under the Contract Documents (including, without limitation, the negligent and/or willful acts, errors and/or omissions of Contractor, its principals, officers, agents, employees, Contractors, suppliers, consultants, subconsultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them) regardless of any active or passive negligence or strict liability of an Indemnified Party. Contractor understands and acknowledges that the indemnification obligation hereunder is intended to constitute a "Type I" indemnity under California law and extends to and includes Claims arising from

the active or passive negligence of Indemnified Parties. Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties.

B. Duty to Defend: The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Contractor. Such defense obligation shall arise immediately upon presentation of a Claim by any party and written notice of such Claim being provided to Contractor. Payment to Contractor by any Indemnified Party or the payment or advance of defense costs by any Indemnified Party shall not be a condition precedent to enforcing such Indemnified Party's rights to indemnification hereunder. Contractor's indemnification obligation hereunder shall survive the expiration or earlier termination of this Agreement until such time as action against the Indemnified Parties for such matter indemnified hereunder is fully and finally barred by the applicable statute of limitations or statute of repose. Contractor's liability for indemnification hereunder is in addition to any liability Contractor may have to Authority for a breach by Contractor of any of the provisions of this Agreement. Under no circumstances shall the insurance requirements and limits set forth in this Agreement be construed to limit Contractor's indemnification obligation or other liability hereunder. The terms of this Agreement are contractual and the result of negotiation between the parties hereto. Accordingly, any rule of construction of contracts (including, without limitation, California Civil Code Section 1654) that ambiguities are to be construed against the drafting party shall not be employed in the interpretation of this Agreement.

C. Notwithstanding the foregoing, and only to the extent that the Work performed by Contractor is subject to California Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

50.27 TERMINATION

A. The performance of work under the Contract Documents may be terminated in whole, or from time to time in part, whenever the Board of Directors shall determine that such termination is in the best interest of the Authority. provided that the Contractor is given (1) Not less than ten (10) calendar days' written notice (delivered by certified mail, return receipt requested) of intent to terminate; (2) the extent to which performance of work under the Contract Documents is terminated: (3) the date upon which such termination becomes effective; and (4) An opportunity for consultation with the terminating party prior to termination.

B. This Contract may be terminated, or the right of the Contractor to complete the Project may be terminated, without liability or damage, when in the Authority's opinion, the Contractor is not complying with the Contract requirements in good faith, has become insolvent, or has assigned or subcontracted any part of the Work without the Authority's consent. In the event of such termination, the Contractor will be paid the actual amount due based upon the quantity of work completed at the time of termination, less damages caused to the Authority by acts of the Contractor causing the termination. The Contractor, in having tendered a bid, shall be deemed to have waived any and all claims for damages because of termination of the Contract or the right of the Contractor to complete the Project for any cause stated in this Section 50.27.

C. If termination is effected by the Authority, an equitable adjustment in the price provided for in this Contract shall be made, but (1) no amount shall be allowed for anticipated profit on

unperformed services or other work, and (2) any payment due to the Contractor at the time of termination may be adjusted to cover any additional costs to the Authority because of the Contractor's default. The equitable adjustment for any termination shall provide for payment to the Contractor for services rendered and expenses incurred in accordance with Section 8 of the California, Department of Transportation Standard Specifications.

D. After receipt of a Notice of Termination, and except as otherwise directed by the Board of Directors, the Contractor shall:

(1) Stop Work under the Contract Documents on the date and to the extent specified in the Notice of Termination;
(2) Place no further orders or subcontracts for materials, services, or facilities except as may be necessary for completion of such portion of the Work under the Contract Documents as is not terminated;
(3) Terminate all orders and subcontracts to the extent that they relate to the performance of Work terminated by the Notice of Termination;
(4) Assign to the Authority, all of the right, title and interests of the Contractor under the orders and subcontracts so terminated, in which case the Authority shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
(5) Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, subject to the approval of the Board of Directors;
(6) Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination;
(7) Deliver or otherwise make available to the Authority all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Contractor in performing this Contract whether completed or in process;
(8) Take such action as may be necessary, or as the Project Manager may direct, for the protection and preservation of the property related to the Contract Documents which is in the possession of the Contractor and in which the Authority has, or may acquire, interest.

E. After receipt of a Notice of Termination, the Contractor shall submit to the Project Manager a verified termination claim. Such claim shall be submitted promptly but in no event later than six (6) months from the effective date of termination, unless one or more extensions in writing are granted by the Board of Directors upon request of the Contractor made in writing within such one-year period or authorized extension thereof.

F. If any dispute concerning a question of fact arising under the terms of this Contract is not disposed of within a reasonable period of time by Contractor and Project Manager, such matter shall be brought to the attention of the Authority. If agreement cannot be reached through this application, either party may assert its other rights and remedies within this Contract or within a court of competent jurisdiction. The Parties agree that, in the event of a dispute notwithstanding, they will continue without delay to carry out all their responsibilities under this Contract. The Contractor and the Board of Directors may agree upon the whole or any part of the amount or amounts to be paid to the Contractor by reason of the total or partial termination of work pursuant to this Article, which amount or amounts may include a reasonable allowance for profit on work done; provided, that such agreed amount or amounts, exclusive of settlement costs, shall not exceed the total contract price as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated. The Contract Documents shall be amended accordingly, and the Contractor shall be paid the agreed amount.

50.28 PATENT INFRINGEMENT

A. The Contractor shall report to the Project Manager, promptly and in reasonable detail, each notice or claim of patent infringement based on the performance of the Contract Documents of which the Contractor has knowledge.

B. In the event of any suit against the Authority, or any claim against the Authority made before suit has been instituted, on account of any alleged patent infringement arising out of the performance of the obligations under the Contract Documents, or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall, at Contractor's own expense, furnish to the Authority, upon request, all evidence and information in possession of the Contractor pertaining to such suit or claim. The Contractor further agrees to indemnify and hold harmless the Authority against any and all claims or lawsuits based upon such patent infringement, to defend such suits, and to pay any judgment rendered against authority, its employees, or the Board of Directors.

50.29 NO WAIVER BY AUTHORITY

The failure of the Authority in any one or more instances to insist upon strict performance of any of the terms of the Contract Documents or to exercise any option herein conferred, shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

50.30 DISPUTES

A. In the event of a dispute between the parties as to performance of the work, the interpretation of the Contract Documents, or payment or nonpayment for work performed, the parties shall attempt to resolve the dispute. Pending resolution of the dispute, the Contractor shall continue the work diligently to completion as directed by Project Manager. If the dispute is not resolved, the Contractor agrees Contractor will neither rescind the Contract Documents nor stop the progress of the work.

B. Except as otherwise provided herein, the Authority and the Contractor shall comply with the provisions of California Public Contracts Code Section 20104 *et seq*., re resolution of construction claims for any claims which arise between the Contractor and the Authority.

50.31 ATTORNEYS' FEES

If any action at law or in equity is necessary to enforce or interpret the terms of the Contract Documents, each party shall be responsible for their respective costs, including attorneys' fees. The prevailing party shall not be entitled to recover its attorneys' fees or related costs. Nevertheless, if any action is brought against the Contractor or any Subcontractor to enforce a Stop Notice or Notice to Withhold, which named the Authority as a party to said action, the Authority shall be entitled to reasonable attorneys' fees, costs and necessary disbursements arising out of the defense of such action by the Authority. The Authority shall be entitled to deduct its costs for any Stop Notice filed, whether court action is involved or not.

50.32 CONTRACTOR'S EMPLOYEES COMPENSATION

A. General Prevailing Rate: Authority has been advised by the State of California Director of Industrial Relations of the Director's of the general prevailing rate of per diem wages and the general prevailing rate for legal holiday and overtime work in the locality in

which the work is to be performed for each craft or type of work needed to execute this Contract, and copies of the same are on file in the Office of the Engineer of Authority. The Contractor agrees that not less than said prevailing rates shall be paid to workers employed on this public works contract as required by Labor Code Section 1774 of the State of California.

B. Forfeiture For Violation: Contractor shall, as a penalty to the Authority, forfeit Two Hundred Dollars ($200.00) for each calendar day or portion thereof for each worker paid (either by the Contractor or any subcontractor under it) less than the prevailing rate of per diem wages as set by the Director of Industrial Relations, in accordance with Sections 1770-1780 of the California Labor Code for the work provided for in this Contract, all in accordance with Section 1775 of the Labor Code of the State of California.

C. Apprentices: Sections 1777.5, 1777.6 and 1777.7 of the Labor Code of the State of California, regarding the employment of apprentices is applicable to this Contract and the contractor shall comply therewith if the prime contract involves Thirty Thousand Dollars [$30,000.00] or more or twenty (20) working days, or more; or if contracts of specialty contractors not bidding for work through the general or prime contractor are Two Thousand Dollars [$2,000.00] or more or Five (5) working days or more.

D. Workday: In the performance of this Contract, not more than eight (8) hours shall constitute a day's work, and Contractor shall not require more than eight (8) hours of labor in a day from any person employed by him hereunder except as provided in Section 14.2 above. Contractor shall conform to Article 3, Chapter 1, Part 7 (Sections 1810 et seq.) of the Labor Code of the State of California and shall forfeit to the Authority as a penalty, the sum of twenty-five Dollars ($25.00) for each worker employed in the execution of this Contract by Contractor or any Subcontractor for each calendar day during which any worker is required or permitted to labor more than eight (8) hours in any one calendar day and forty (40) hours in any one week in violation of said Article. Contractor shall keep an accurate record showing the name and actual hours worked each calendar day and each calendar week by each worker employed by Contractor in connection with the Project.

E. Record of Wages; Inspection: The Contractor and each subcontractor performing any portion of the work under the Contract Documents 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 Contractor in connection with the work. Said payroll records shall be certified and shall be available for inspection at the principal office of the Contractor on the basis set forth in Labor Code Section 1776. The Contractor shall file a certified copy of said payroll records with the Authority within ten days after receipt of a written request therefor from Project Manager or otherwise from the Authority. The Contractor shall inform the Authority of the location of said payroll records, including the street address, city and state, and shall, within five working days, provide a notice of change of location and address of said payroll records. It shall be the responsibility of the Contractor to ensure the compliance with the provisions of this Article and the provisions of Labor Code Section 1776. In the event of noncompliance with the requirements of this Article or the requirements of Labor Code Section 1776, the Contractor shall have ten days in which to comply subsequent to receipt of written notice specifying in what respects Contractor must comply. Should noncompliance exist after said ten-day period, the Contractor shall, as a penalty to the Authority, forfeit Twenty-five Dollars ($25) for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains until strict compliance is effectuated. The Contractor acknowledges that, without limitation as to other remedies of enforcement

available to the Authority, 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 the Contractor.

50.33 SAFETY & HEALTH

A. The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The Contractor shall take all precautions and follow all procedures for the safety of, and shall provide all protection to prevent injury to, all persons involved in any way in the Work and all other persons, including, without limitation, the employees, agents, guests, visitors, invitees and licensees of Authority who may be involved. These precautions shall include, but in no event, be limited to the:

1. Provisions of Local, State and Federal Regulations.
2. Posting of danger signs and personal notification to all affected persons of the existence of a hazard, of whatever nature.
3. Furnishing and maintaining of necessary traffic control barricades and flagman services.
4. Use or storage of required explosives or other hazardous materials only under the supervision of qualified personnel.
5. Maintenance of adequate quantities of operable fire protection equipment at the Work Site, as required by Local and /or State regulations.

B. The Contractor shall set forth in writing its site- specific safety precautions and programs in connection with the Work, including an Anti-Substance Abuse Program which meets or exceeds any and all applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to the:

1. California Occupational Safety and Health Act of 1973, as amended, and rules and regulations now or hereafter in effect pursuant to said Act.
2. California Code of Regulations, Title 8, as amended.
3. The Labor Code of the State of California, as amended.
4. Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act.
5. Code of Federal Regulations, Title 29, as amended.
6. The Drug-Free Workplace Act of 1988. In the event of conflicting requirements, the more stringent shall govern and if requested by Authority, submit the same to Authority for review. Authority may, but shall not be obligated to, make suggestions and recommendations to the Contractor. Authority shall review and approve the Contractor's Site Specific Program.

C. All work, whether performed by the Contractor or its Subcontractors, of all tiers or anyone directly or indirectly employed by any of them, and all equipment, machinery, materials, tools and like items incorporated or used in the Work, shall be compliance with and conform to:

1. All applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and

regulations now or hereafter in effect pursuant to said Act, and California Code of Regulations, Title 8, as amended; and,

2. All codes, rules, regulations and requirements of Authority and its insurance carriers relating thereto. In the event of conflicting requirements, the more stringent shall govern.

D. The Contractor shall designate a responsible and qualified member of its organization at the Work Site who has the authority to enforce the Contractor's Safety and Anti-Substance Abuse Programs, to assure compliance with said programs and to prevent accidents.

E. The Contractor shall have a safety representative. The Contractor's safety representative will have:

1. The authority to stop work when safety problems are identified.
2. The authority to implement corrective actions.
3. Extensive training in safety and loss control practices regarding the Contractor's type of work.
4. Certification in the OSHA Construction Outreach 10/30 Hour Program.
5. Certification in first-aid and CPR.

F. The Contractor shall require its Subcontractors of all tiers to designate a competent and responsible safety representative to assist the Contractor's representative in the performance of his or her duties.

G. Should the Contractor fail to provide a safe work environment in accordance with the Contract Documents, Authority or Project Manager shall have the right, but not the obligation, to suspend Work in the unsafe area. All costs of any nature resulting from the suspension, by whomsoever incurred, shall be paid by the Contractor.

H After a Contractor has been awarded the construction contract for the Project, it will be required to attend a pre-construction safety meeting. The purpose of the meeting is to review the Project's Safety Program and requirements. At this time, specific safety concerns related to the Contractor's work will be discussed.

I. If deemed necessary by the Project Manager or Project Safety Coordinator, or other Authority representative, a written Job Safety Analysis (JSA) will be required of the Contractor. The JSA will be required for frequency and severity exposures such as steel erection, deep excavations, spray painting, crane handling of large/expensive equipment, etc. This is to ensure that appropriate controls are established prior to work beginning.

J. Workplace violence (Type III), verbal intimidation or threats to the Project Manager, Authority or designee will result in immediate removal from the Project. Contractor shall develop and implement a workplace violence policy and procedure.

K. The Contractor shall provide, or cause to be provided, each worker on the Site the proper safety equipment for the duties being performed by that worker and will not permit any worker on the Site who fails or refuses to use the same. Authority and/or Project Manager shall have the right, but not the obligation, to order the Contractor to send a worker off the Site for the day or to require the contractor to not allow the worker any further work on Authority's site for his or her failure to comply with safety practices, with which order the Contractor shall promptly comply.

L. The Contractor shall defend, indemnify, and hold the Project Manager, Authority, and their respective officers, directors, agents, employees, and assigns harmless from and against any and all liability, public or private, penalties, contractual or otherwise, losses, damages, costs, attorneys' fees, expenses, causes of action, claims or judgments resulting either in whole or in part from any failure of the Contractor, or its Subcontractors, of all tiers or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, to comply with provisions of the Contract Documents, including but not limited to all applicable laws, ordinances, rules, regulations, and orders of any public, quasi-public, or other authority relating to the safety of persons and their protection against injury, specifically including, but in no event limited to, the Federal Occupational Safety and Health Act of 1970, as amended, and all rules and regulations now or hereafter in effect pursuant to said Act. The Contractor shall not be relieved of its responsibilities under this Subsection L should Authority act or fail to act pursuant to its rights hereunder, nor shall Authority thereby assume, nor be deemed to have assumed, any responsibilities otherwise imposed on the Contractor by this Contract, by virtue of providing Authority's Safety Policies & Procedures, or any other manner whatsoever.

M. The Contractor shall not raise a defense as to its obligation to indemnify under Subsection L above any contributing negligence of any of those indemnified hereunder, it's being understood and agreed that no such contributing negligence shall relieve the Contractor from its liability to so indemnify nor entitle the Contractor to any contribution, either directly or indirectly, by those indemnified hereunder.

N. In any and all claims against those indemnified hereunder by any employee of the Contractor or its Subcontractors of all tiers, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Section 50.33 shall not be limited in any way to any limit on the amount or type of damage, compensation or benefits payable by or for the Contractor or its Subcontractors of any tiers under any Worker's Compensation Acts, Disability Benefit Acts or other Employee Benefit Acts.

O. In connection with the performance of this contract, Authority shall have the authority to enter the worksite at any time for the purpose of identifying the existence of conditions, either actual or threatened, that may present a danger or hazard to any and all employees. Contractor agrees that Authority, in its sole authority and discretion, may order the immediate abatement of any and all conditions that may present an actual or threatened danger or hazard to any and all employees at the worksite. Contractor acknowledges that provisions of Section 6400 of the California Labor Code, which requires that employers shall furnish employment and a place of employment that is safe and healthful for all employees working therein. In the event Authority identifies the existence of any condition that presents an actual or threatened danger or hazard to any or all employees at the worksite, Authority is hereby authorized to order the immediate abatement of that actual or threatened condition pursuant to this Section. Authority may also, at its sole authority and discretion, issue an immediate stop work order to Contractor to ensure that no employee working at the worksite is exposed to a dangerous or hazardous condition. Any stop work order issued by Authority to Contractor in accordance with the provisions of this Section, shall not give rise to any claim or cause of action for delay damages by Contractor or Contractor's agents or subcontractors against Authority.

50.34 NON-DISCRIMINATION

A. Contractor covenants that, by and for itself, its successors, and assigns, including its Subcontractors and suppliers, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed,

religion, gender, marital status, national origin, sexual orientation, or ancestry in the performance of this Contract. Contractor shall take steps to ensure that applicants for any job and that employees are treated without regard to their race, color, creed, religion, gender, marital status, national origin, sexual orientation, or ancestry in full compliance with applicable federal, state, and local laws and regulations.

B. Contractor shall not engage in, nor permit its agents, including its Subcontractors and suppliers, to engage in discrimination in employment of persons or provision of services or supplies, on the grounds of race, color, creed, religion, gender, marital status, national origin, sexual orientation, or ancestry.

C. Contractor, and Contractor's Subcontractors and suppliers, shall employ fair employment practices with regard to all employees and all applicants for employment and shall act in accordance with all applicable federal, state, and local laws and regulations relating to such fair employment practices. In furtherance of such obligation, Contractor agrees that Contractor, Subcontractors, and suppliers shall not discriminate in employment and/or provision of services under this Contract and all employment practices shall be without regard to a person's race, color, creed, religion, gender, national origin, age, ancestry, physical handicap, medical condition, marital status, all in accordance with applicable federal, state, and local laws or regulations. Fair employment practices shall include, but not be limited to, employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other form of compensation and selection for training including apprenticeship.

D. In the performance of the terms of the Contract Documents, Contractor agrees that Contractor will not engage in nor permit such subcontractors as Contractor may employ to engage in discrimination against any employee or applicant for employment on the basis of race, sex, color, religion, ancestry, national origin, marital status, age or as an otherwise qualified handicapped individual. 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.

50.35 ASSIGNMENT OF ANTITRUST ACTIONS

A. In accordance with Public Contract Code Section 7103.5, by entering into the Contract Documents or into a subcontract to supply goods, services, or materials pursuant to the Contract Documents, the Contractor, or subcontractor, offers and agrees to assign to the Authority 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 Contract Documents or the subcontract. This assignment shall be made and become effective at the time the Authority tenders final payment to the Contractor, without further acknowledgment by the parties. The contractor shall cause to be inserted in any such subcontract stipulations to effectuate this Article and the provision of Public Contract Code Section 7103.5.

50.36 SUBSTITUTED SECURITY

A. In accordance with Section 22300 of the Public Contract Code, the Authority will, at the request and expense of the Contractor, accept securities equivalent to any amount withheld by the Authority to ensure performance under the Contract Documents. Such

substituted security must meet the requirements of said Section 22300 and will be subject to a written escrow agreement among Authority, Contractor, and escrow agent, which Agreement shall be in the form set forth in Public Contract Code, Section 22300.

50.37 TIME OF COMMENCEMENT; TIME IS OF THE ESSENCE

A. Commencement: Contractor agrees to commence the Project within 10 calendar days from the date the Notice to Proceed and Contractor shall diligently prosecute the work to Final Completion no later than the Scheduled Completion Date, excluding modifications for delays caused or authorized by the Authority as set forth in Section 50.16.

B. Construction Schedule: Within 30 days of the Award of the Contract, Contractor shall furnish to the Project Manager one reproducible, three prints, and an electronic or digital copy in a format approved by the Project Manager of the Contractor's Construction Schedule. Upon submission by Contractor, and approval by the Project Manager, the Contractor's Construction Schedule shall be become part of the Contract Documents and shall be deemed the baseline schedule. The Contractor's Construction Schedule shall identify and specify scheduling for the Work based on the critical path method (or other scheduling method acceptable to the Project Manager) and updating thereof, and shall provide other schedules that would further the efficient completion of the Project, including the Work and the Related Work in the most expeditious and economical manner. The Contractor's Construction Schedule shall depict in detail the sequence and timing of all activities of the Work and Related Work, including, without limitation, commencement and Completion Dates of milestones and for all other significant portions of the Work and Related Work. The Contractor's Construction Schedule shall be updated at least monthly, except that the Scheduled Completion Date shall not be changed or modified unless otherwise approved by the Project Manager pursuant to the terms of the Contract Documents.

C. Progress Reports: Concurrently with its submission of Applications for Partial Payment, Contractor shall provide the Project Manager with a report (1) detailing the actual progress of the Work and Related Work as of the date of such report; (2) stating any discrepancies between the actual progress of the Work and Related Work; (3) identifying the progress anticipated by the Contractor's Construction Schedule as of the date of such reports; and (4) if required or requested by the Project Manager, a recovery schedule to place the Work and Related Work back on schedule, at no cost to the Authority. The Contractor's Construction Schedule shall include milestones for each aspect of the Work and the timing for completion of Related Work that could affect completion of the Work by the date listed in the Contractor's Construction Schedule.

D. TIME IS THE ESSENCE OF THIS CONTRACT: NOTWITHSTANDING AUTHORITY'S APPROVAL OF ANY UPDATED CONTRACTOR'S CONSTRUCTION SCHEDULE, THE SCHEDULED COMPLETION DATE SHALL BE STRICTLY ADHERED TO DURING THE TERM OF THIS CONTRACT. THE SCHEDULED COMPLETION DATE MAY ONLY BE CHANGED AS PROVIDED IN THE CONTRACT DOCUMENTS.

E. Ongoing Responsibility of Contractor: As required by the Contract Documents, Contractor shall prepare and obtain approval of all shop drawings, submittals, details, and samples, and do all other things necessary and incidental to the prosecution of Contractor's work in conformance with the Contract Documents and Contractor's Construction Schedule. Contractor shall coordinate the Work with the Related Work

through the Project Manager, in a manner that will facilitate the efficient completion of the Project in accordance with the Contract Documents.

F. Control of the Site and Order of Work: Contractor shall have control of the Site and shall have the right to decide the time or order in which the various portions of the work shall be constructed or installed consistent with the Contractor's Construction Schedule and shall establish the priority of the work of Subcontractors of the Work and the Related Work, and, in general, all matters representing the timely and orderly completion of the Project.

G. Cooperation: Notwithstanding the Scheduled Completion Date, Contractor will cooperate with the Authority and the Authority's separate contractors, consultants, and employees and Contractor agrees to provide for and coordinate access to the Project prior to the Scheduled Completion Date.

H. IT IS SPECIFICALLY AGREED THAT CONTRACTOR ASSUMES THE RISK OF NONPERFORMANCE, LATE PERFORMANCE, AND NONCOMPLIANCE WITH THE REQUIREMENTS OF THE CONTRACT DOCUMENTS BY CONTRACTOR, CONTRACTOR'S SUBCONTRACTORS, SUPPLIERS, AND AGENTS. CONTRACTOR SHALL NOT BE ENTITLED TO AN EXTENSION OF THE SCHEDULED COMPLETION DATE FOR THE ABOVE STATED REASONS OR ANY OTHER REASONS, EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THE CONTRACT DOCUMENTS.

I. Notification of Inability to Comply: If the Contractor, at any time, ascertains that for any reason it is unable to complete the phases of the Work by the milestones, or complete the Project by the Scheduled Completion Date, Contractor shall promptly and without delay notify the Project Manager in writing of this fact.

J. Liquidated Damages: The Parties acknowledge and agree that if Contractor fails to achieve Final Completion of the Project by the Scheduled Completion Date as such date may be extended in accordance with the Contract Documents, Authority will suffer, as a result of Contractor's failure, substantial damages which are both extremely difficult and impracticable to ascertain. Therefore the Parties having reasonably endeavored, but failed, to ascertain an amount bearing a reasonable relationship to the actual damage that Authority will incur if Contractor fails to achieve Final Completion of the Project by the Scheduled Completion Date as such date may be extended in accordance with the Contract Documents, agree that in addition to all other damages to which Authority may be entitled, Contractor agrees to pay to Authority as liquidated damages, and not as a penalty but as a reasonable estimate of the amount of damages Authority will suffer, the amount of Ten Thousand Dollars ($10,000.00) per day for each calendar day occurring after the Scheduled Completion Date that Contractor fails to achieve Final Completion.

K. Additional Remedies: The Parties also acknowledge and agree that Authority is entitled to any and all legal and equitable remedies Authority may have where Authority's damages are caused by any other reason than Contractor's failure to achieve Final Completion by the Scheduled Completion Date.

50.38 AUDIT AND ACCESS TO RECORDS

A. Contractor shall maintain all books, records, documents, and other evidence directly pertinent to the performance of the Work under the Contract Documents in accordance with generally accepted accounting principles and practices consistently applied. Contractor shall also maintain all financial information and data used by the

Contractor in the preparation or support of any cost submission, including the Contractor's original bid required for this Contract, or any Change Order, claim, or other request for any adjustment, and a copy of the cost summary or information submitted to the Authority. The Project Manager or the Fire Chief shall have access upon twenty-four hours advanced written notice, at all times during normal business hours, to all such books, records, documents, financial information, and all other evidence for the purpose of inspection, audit, and copying. The Contractor shall, at no cost to the Authority, provide proper facilities for such access, inspection, and copying purposes.

B. The Parties agree that the provisions of this Section 50.39 are applicable to Contract Documents and all Change Orders, claims, and any other request for adjustment affecting the time or price of this Contract. The Contractor agrees to include the provisions of this Section in all Subcontracts and purchase orders, at any tier, and make this Section applicable to all Change Orders, claims, and other requests for adjustment related to Project performance by Contractor's Subcontractors and suppliers.

C. Audits conducted under this Section shall be in accordance with generally accepted auditing standards and established procedures and guidelines.

D. The Contractor agrees to the disclosure of all information and reports resulting from access to records under the provisions of this Section to the Authority, the Fire Chief, the Project Manager, and any affected or interested state or local agency.

E. Records under the provisions of this Section shall be maintained and made available during the performance of the Work under this Contract until three years past final payment and until final settlement of all disputes, claims, or litigation, whichever occurs later. In addition, those records which relate to any portion of this Contract to any Change Order, dispute, litigation, settlement of any claim arising out of such performance, or to the cost of items to which an audit exception has been taken, shall be maintained and made available until final payment or final resolution of such dispute, litigation, claim, or exception, whichever occurs later.

F. These rights to access provisions as provided in this Section apply to all financial records pertaining to this Contract and all Change Orders and claims. In addition, this right to access applies to all records pertaining to all contracts, Change Orders, and any amendments to the Contract: (1) To the extent the records pertain directly to Contract performance; (2) If there is any indication that fraud, gross abuse, or corrupt practices may be involved; or (3) If the Contract is terminated for default or convenience.

G. Access to records is not limited to the required retention periods. The Fire Chief shall have access to records at any reasonable time for as long as the records are maintained.

50.39 AUTHORITY OFFICERS AND EMPLOYEES; NON-DISCRIMINATION

A. No member, officer, member of the Authority Board of Directors, or employee of the Authority shall be personally liable to Contractor, or any successor in interest, in the event of any default or breach by Authority or for any amount which may become due to Contractor or to its successor, or for breach of any obligation of the terms of this Contract.

B. Pursuant to the provisions of the Authority's conflict of interest code, the Political Reform Act as set forth in Government Code Section 81000 *et seq.*, and/or the prohibition against self-dealing in contracts as set forth in Government Code Section 1090 *et. seq.*, the Parties acknowledge that no officer or employee of the Authority, or any member of the Authority Board, shall have any personal interest, direct or indirect, in this Contract or

any Subcontract under the Contract, nor shall any such officer, employee, or member of the Authority Board participate in any decision relating to the Contract which effects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is, directly or indirectly, interested. In the furtherance of such acknowledgement, Contractor:

1. Agrees that no officer, employee, member of the Authority Board of Directors, agent, or assignee of the Authority having direct or indirect control of any monies allocated by Authority to finance this Project, shall serve as an officer, director, employee, or agent of Contractor, or as an officer, director, employee, or agent of any Subcontractor of supplier of Contractor under this Contract.

2. In addition, any conflict or potential conflict of interest of any officer, director, employee, or agent of Contractor or any Subcontractor or supplier of Contractor has been fully disclosed to the Authority prior to execution of this Contract and such disclosure shall be deemed a part of this Contract.

C. Contractor shall not expend any funds for the purpose of influencing or attempting to influence an officer, member, employee, or member of the Authority Board in the connection with the awarding and the administration of this Contract or any subcontract in furtherance of the Project.

50.40 ENTIRE AGREEMENT

A. It is agreed that the Contract represents the entire agreement between the Parties. It is further agreed that the Contract Documents are incorporated in the Contract by reference, with the same force and effect as if the same were set forth at length within the Contract, and that Contractor and Contractor's officers, employees, agents, trades, material suppliers, and Subcontractors will be and are bound by any and all of said Contract Documents insofar as they relate in any part or in any way, directly or indirectly, to the work covered by the Contract.

50.41 WRITTEN NOTICE

A. Any written notice required to be given in any part of the Contract Documents shall be performed by depositing the same in the U.S. Mail, postage prepaid, directed to the address of the Contractor as set forth in the Contract Documents, and to the Authority addressed as follows:

Orange County Fire Authority
Attention: Jizelle M. Sandoval
1 Fire Authority Road
Irvine, CA 92602

WITH COPY TO:
David E. Kendig, General Counsel
Woodruff, Spradlin & Smart
555 Anton Blvd. Suite 1200
Costa Mesa, CA 92626

To Contractor:
EC Constructors, Inc.
Attention: James Summers
9834 River Street
Lakeside, CA 92040

50.42 MISCELLANEOUS PROVISIONS

A. Assignment: Contractor shall neither delegate its duties or obligations, nor assign its rights with respect, except as provided above, to the Contract, either in whole or in part.

Any such attempted delegation and/or assignment shall be void and deemed void at such occurrence, if it were to occur.

B. Computation of Time: When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of the period, provided, however, that if the last day of the period falls on a Saturday, Sunday, or legal holiday, that day shall be omitted from the computation.

C. Interest: Any monies not paid when due to either party under this Contract shall bear interest at the rate of ten (10%) percent per annum, commencing on the forty-sixth (46^{th}) day after demand for payment thereof after such monies are lawfully due and payable, except as otherwise provided in the Contract Documents.

D. Remedies Cumulative: No remedy herein reserved to Authority is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other given in the Contract Documents as now or hereafter existing or at law, equity, or by statute.

E. Nonwaiver: The failure of the Authority to notify the Contractor of any default under the Contract Documents shall not be deemed to be a waiver by Authority of any continuing default by Contractor of any term, covenant, or condition set forth in this Contract, nor of the Authority's right to declare a default for any such continuing breach, and the failure of Authority to insist upon strict performance of any of the terms, covenants, or conditions of the Contract Documents, or to exercise any option in the Contract Documents in any one or more instances, shall not be construed as a waiver or relinquishment of any such terms, covenants, conditions or options, but the same shall be and remain in full force and effect.

F. Severability: In case any one or more provisions set forth in the Contract Documents shall for any reason be held invalid, illegal, or unenforceable in any respect, any such invalidity, illegality, or unenforceability shall not affect any other provision of the Contract Documents, and the Contract Documents and the Contract shall be construed as if such invalid, illegal, or unenforceable provision had never been incorporated therein so long as the deletion of such provision does not, in the Authority's judgment, materially alter the Contract.

G. No Third-Party Beneficiaries: The Contract Documents and the Contract are not intended and shall not be deemed or construed, to confer any rights, powers, or privileges on any person, firm, partnership, corporation, or other entity not a party to the Contract except as may be expressly provided in the Contract to the contrary.

H. Oral Agreements: No oral order, objection, claim, or notice by any party to the other shall affect or modify any of the terms or obligations contained in the Contract or the Contract Documents, and none of the provisions of the Contract Documents shall be held to be waived or modified by reason of any act whatsoever, other than by a definitely agreed waiver or modification in writing and executed in the manner required in the Contract Documents by authorized officers or representatives of the Parties. No evidence shall be introduced in any proceeding of any other waiver or modification.

I. Counterparts: The Contract may be executed in any number of counterparts, and each of such counterparts for all purposes shall be deemed to be an original, and all of such counterparts should constitute one and the same agreement.

J. Governing Law: The Contract, including the Contract Documents, shall be governed by the laws of the State of California.

K. Services Prior to Execution: Notwithstanding the fact that the Contract is executed as of the date first set forth in the Contract, the Parties recognize that a portion of the Work required under the Contract Documents may have been performed prior to such date, all of which Work shall be governed by the terms and conditions of the Contract Documents and shall be deemed to be a part of the Work.

L. Survival of Rights: Any indemnity, warranty, guarantee given by the Contractor to the Authority under the Contract shall survive the expiration or termination of the Contract and shall be binding upon Contractor until any action under the Contract is barred by the applicable statute of limitations.

M. Notice: All notices (whether or not designated as such herein) which are required under the Contract to be given between the parties pursuant to this Section shall be in writing and deemed given and, unless otherwise provided herein, effective when delivered personally to an officer of the party to be served (including the Contractor's Project Manager, in the case of the Contractor), when deposited in the United States mail, or in a sealed envelope, with postage thereon prepaid, sent by registered or certified mail, return receipt requested, and addressed to the appropriate party at the address set forth in the Contract or such other address as may be designated by either party hereto by notice to the other, or when transmitted by wire or facsimile to the appropriate party at the aforesaid address (a complimentary confirming letter shall also be mailed to the appropriate party on the same date).

N. Maintenance of Harmonious Relations: The Contractor is hereby advised that any portion of the Project, or other projects in proximity to the Project may be subject to, and governed by, certain union or trade agreements. It is the policy of Authority to promote and maintain harmonious relationships in connection with the Project. The Contractor and its Subcontractors and Sub-subcontractors shall follow this policy; and shall utilize only qualified persons or organizations in the performance of the Work. A qualified person or organization is one: which is not likely to promote labor unrest on the Project; which shall abide by all local, state and federal labor and employment relation rules, regulations and laws; whose financial stability is reasonably assured throughout the duration of the Contract; and whose commitments to other projects are not likely to interfere with its ability to perform its portion of the Work efficiently and cost effectively. Authority reserves the right to disapprove, or to require the removal of, any person or organization who is being considered for, or has received, an award to perform all or a portion of the Work but has failed to demonstrate the willingness or ability to follow this policy.

O. Union Agreements: Regardless of the expiration of any collective bargaining agreement during the term of the Contract which may affect the Contractor in any of its activities including, without limitation, with respect to the Work or the Project, the Contractor is obligated to man the job and properly and timely perform the Work in a diligent manner. Upon notification of expected or actual labor disputes or job disruption arising out of any such collective bargaining negotiations, the expiration of any union or trade agreement or any other cause, the Contractor and its Subcontractors and Sub-subcontractors shall cooperate with Authority concerning any legal, practical or contractual actions to be taken by Authority in response thereto and shall perform any actions requested by Authority to eliminate, neutralize or mitigate the effects of such actions on the progress of the Work and the impact of such actions on the public access to Authority's facilities. It is the Contractor's obligation, at the Contractor's own cost and

expense, to take all steps available to prevent any persons performing the Work from engaging in any disruptive activities such as strikes, picketing, slowdowns, job actions or work stoppages of any nature or ceasing to work due to picketing or other such activities, which steps shall include, without limitation, execution of an appropriate project agreement with appropriate unions prohibiting all such activities on or about the Project. Notwithstanding any such occurrences, the Contractor shall not be relieved of its obligation to man the job and properly and timely perform the Work in a diligent manner.

P. Immigration Reform Control Act: All Contractors, Subcontractors, and Sub-subcontractors must adhere to the Immigration Reform Control Act of 1986 and shall maintain I-9 forms regarding all employees. It is not Authority's obligation to insure compliance with this law, however, Authority reserves the right to inspect and copy the Contractor's records in this regard upon request.

Q. General: The captions of divisions, sections, articles, sections, subsections, clauses and the like in the Contract Documents are for convenience only and shall in no way define the content or limit the meaning or construction of the wording of the divisions, sections, articles, sections, subsections, clauses and the like. The parties agree that the Contract Documents shall not be construed more strictly against any party regardless of the identity of their drafter.

R. Unless otherwise specified, article, sections and subsections references appearing in these General Conditions are to articles, sections and subsections herein.

50.43 EMERGENCIES

A. In any emergency affecting the safety of persons or property, or in the event of a claimed violation of any Federal or State safety or health law or regulation, arising out of or in any way connected with the Work or its performance, the Contractor shall act immediately to prevent threatened damage, injury or loss or to remedy said violation, whichever is applicable, failing which Authority may immediately take whatever action it deems necessary including, but not limited to, suspending the Work.

B. The project will have written and posted emergency procedures. The procedures are required to be review by the Contractor and all Subcontractors and their employees during the orientation process. Periodically, they will be reviewed in the weekly Subcontractor meetings and in Contractor's sit tool box meetings.

C. The emergency procedures should include procedures for inclement weather (hurricanes, etc.) fire, chemical spill or releases, and severe accidents.

D. The procedures should include designated persons assigned to emergency functions such as providing first-aid, calling authorities, directing emergency personnel, or assuring the project is evacuated.

E. After-hour emergency numbers shall be made available.

50.44 CLEANUP

A. The Contractor shall at all times keep the Site clean and free from accumulation of waste materials or rubbish (including, without limitation, hazardous waste), caused by his performance of the Work, and shall continuously throughout performance of the Work remove and dispose of all such materials from the Site and the Project.

B. Project Manager may require the Contractor to comply with such standards, means and methods of cleanup, removal or disposal as Project Manager may make known to the Contractor. In event the Contractor fails to keep the Site clean and free from such waste or rubbish, or to comply with such standards, means and methods, Authority may take such action and offset any and all costs or expenses of whatever nature paid or incurred by Authority in undertaking such action against any sums then or thereafter due to the Contractor.

C. The Contractor shall notify Authority in advance of the generation, importation, storage, transportation or disposal, of any hazardous waste, toxic materials or contaminants of any type in connection with the Project. Contractor shall provide Project Manager with Material Safety Data Sheets (MSDS's) and the Uniform Hazardous Waste documents. The Contractor will develop and implement a written and effective Spill Control and Containment Plan.

50.45 TRENCHES AND EXCAVATIONS

A. The Contractor shall promptly, and before any of the following conditions are disturbed, notify the Project Manager, in writing, of any:

1. Material that the Contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class 1, Class II, or Class III disposal site in accordance with the provisions of existing law.
2. Subsurface of latent physical conditions at the Site differing from those indicated.
3. Unknown physical conditions at the Site of unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract and Contract Documents.

B. The Project Manager shall promptly investigate the conditions, and if the Project Manager finds that the conditions materially so differ, or do involve hazardous waste, and cause an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work shall issue a change order, subject to the provisions of the Contract Documents.

C. In the event that a dispute arises between the Project Manager and the Contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the Contractor's cost of, or time required for, performance of any part of the Work, the Contractor shall not be excused from any scheduled completion date provided for in the Contract, but shall proceed with all work to be performed under the Contract. The Contractor shall retain any and all rights provided either by the Contract or by law which pertain to the resolution of disputes and protests between parties.

50.46 UNCOVERING AND CORRECTION OF WORK; AUTHORITY'S RIGHT TO CARRY OUT WORK

A. If any portion of the Work should be covered contrary to the instructions or request of Project Manager or the requirements of the Contract Documents, the Contractor shall, if required by Project Manager, uncover such portion of the Work for Project Manager's observation and shall replace such Work all at the Contractor's expense.

B. If any portion of the Work should be covered prior to a specific request for observation or instruction by Project Manager, Project Manager may request to see such Work, and it shall be uncovered by the Contractor. If such Work is found to be

in accordance with the Contract Documents and without defect, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to Authority. If such Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall bear such costs.

C. Project Manager shall have the authority to reject any portion of the Work which is defective or does not conform to the Contract Documents, and the Contractor shall promptly correct all Work so rejected by Project Manager. In order that such corrective Work shall not interrupt or delay Contractor's Construction Schedule or the completion date of the Project, the Contractor shall perform such Work according to a schedule therefor established by Project Manager (which may provide that the same be performed on overtime, shiftwork, Saturdays, Sundays and/or holidays), utilizing in the performance thereof such manpower as is necessary to complete the corrective Work in accordance with said schedule. The Contractor shall bear all costs of correcting such rejected Work including, without limitation, compensation for any additional architectural and engineering services made necessary thereby.

D. If, within one (1) year after the Completion of the Work (as determined by Authority) or within such longer period of time as may be prescribed by law or by the terms of any applicable warranty or guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of written instructions to that effect from Authority unless Authority has previously given the Contractor a written acceptance of such condition.

E. The Contractor shall remove from the Site all Work which is defective or non-conforming and not corrected under the provisions of these General Conditions unless removal is waived in writing by Authority.

F. If the Contractor does not remove such uncorrected defective or non-conforming Work within a reasonable time fixed by written instructions to that effect from Project Manager, Authority may remove it and store the materials and equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, Authority may, upon ten (10) additional days written notification to the Contractor, sell such materials and equipment at public or private sale and account to the Contractor for the net proceeds thereof, after deducting all the costs that should have been borne by the Contractor, including compensation for any additional architectural and engineering services and attorneys' fees made necessary thereby. If such proceeds of sale do not cover all costs which the Contractor should have borne, the difference shall be offset against any amounts then or thereafter due to the Contractor. If the amounts then or thereafter due to the Contractor are not sufficient to cover such difference, the Contractor shall, upon demand, pay the same to Authority. The obligations of the Contractor under this Subsection shall be in addition to, and not in limitation of, any obligations imposed on it by law, by any other provision of this Contract or by any warranty or guarantee under this Contract.

G. If the Contractor fails to correct any defective or non-conforming Work, Authority may correct it with its own forces or by contract with a third-party contractor. In the event of a defect found after final acceptance of the Work by Authority which the Contractor is obligated to correct pursuant to the Contract Documents, Authority may, at its option, after giving the Contractor an opportunity to correct such defect, cause such corrective Work to be performed by others and charge the Contractor with the cost thereof. Such charge shall be due and payable by the Contractor upon demand.

H. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of this Contract, and such default, neglect or non-performance shall continue for a period of 48 hours after written notification thereof from Authority (or if such default, neglect or non-performance cannot be reasonably remedied within such 48-hour period, and Contractor does not (in the sole determination of Authority) undertake in good faith the remedy of the same within said period and thereafter proceed diligently to completion), then Authority may, without prejudice to any other remedy Authority may have, make good such deficiencies; provided, however, that in the event of an emergency, as determined by Authority, no notification shall be required. Authority shall have the right to take possession of such portion of the Site as will enable it to make good such deficiencies and, in connection therewith, to utilize the materials, equipment, tools, construction equipment and machinery of the Contractor located on the Site. If Authority makes good any such deficiencies, the costs of correcting the same including, without limitation, compensation for additional architectural and engineering services made necessary by such default, neglect or non-performance, shall be offset against any amounts then or thereafter due to the Contractor. If the amounts then or thereafter due to the Contractor are not sufficient to cover such costs, then the Contractor shall, upon demand, pay the difference to Authority.

I. If Authority prefers to accept defective or non-conforming Work, it may do so instead of requiring its removal and correction, in which case an appropriate amount shall be offset against any amounts then or thereafter due to the Contractor; or, if the said appropriate amount of offset is determined after final payment (or if there is not then or thereafter due to the Contractor an amount sufficient to cover the offset available to Authority), the Contractor shall, upon demand, pay the appropriate amount (or the difference after offset, as applicable) to Authority.

END OF DOCUMENT

4H: GUARANTEE

We hereby guarantee that the **RFP RO2779B – Design-Build Services for OCFA Fire Station 10 – Yorba Linda**, which we have constructed for the Orange County Fire Authority, has been performed in accordance with the requirements of the Contract Documents and that the work as installed will fulfill the requirements of the Contract Documents.

The undersigned agrees to repair or replace any or all of such work that may prove to be defective in workmanship or material together with any other adjacent work which may be displaced in connection with such replacement within a period of one (1) year from the date of acceptance of the above-mentioned project by the Orange County Fire Authority, ordinary wear and tear and unusual abuse or neglect excepted. In the event of the undersigned's failure to comply with the above mentioned conditions within a reasonable period of time, as determined by the Authority, but not later than one week after being notified in writing by the Authority, the undersigned authorizes the Authority to proceed to have said defects repaired and made good at the expense of the undersigned, which will pay the costs and charges therefore upon demand.

LEGAL NAME OF CONTRACTOR: EC Constructors, Inc.

SIGNATURE OF CONTRACTOR:

PRINTED NAME: Jim Summers **TITLE:** President

CONTRACTOR ADDRESS: 9834 River Street

CITY: Lakeside **STATE:** CA **ZIP CODE:** 92040

IF CONTRACTOR IS A CORPORATION, AFFIX CORPORATE SEAL AND COMPLETE THE FOLLOWING:

NAME OF CORPORATION: EC Constructors, Inc.

DATE OF INCORPORATION: December 2005

PRESIDENT: James J. Summers **TREASURER:** Lyndsi Summers, CFO

SECRETARY: Cory J. Summers **MANAGER:** Sherri Summers, CEO

SUBSCRIBED AND SWORN TO BEFORE ME
THIS _____ **DAY OF** _____ **20**___

BY Jim Summers
(Print Name)

(Signature of Notary Public)

(Signature)

(Attach Jurat)

TITLE President

SEE ATTACHED

EC Constructors, Inc. CORPORATE SEAL Dec 15, 2005 CALIFORNIA

(SEAL) **(SEAL)**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Diego

Subscribed and sworn to (or affirmed) before me on this _____ day of October 7, 20 26, by Debra Landes, Notary Public, Jim Summers,
proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

DEBRA LANDES
Notary Public - California
San Diego County
Commission # 2494196
My Comm. Expires Aug 4, 2028

(Seal)

Signature _____

SECTION 5: TECHNICAL SPECIFICATIONS

5A: PERFORMANCE SPECIFICATIONS FOR OCFA FIRE STATION 10

Standard, Preferred and Excluded Materials and Systems

1. Four apparatus bays capable of storing the largest OCFA truck and tractor drawn aerial

2. Design must comply with all City, State and Regulatory agencies. Architectural design must be approved by City planning and development.

3. Reinforced concrete drive surfaces and apparatus bay floor capable of supporting apparatus up to 75,000 GVR with a service life of 50 years. 4,500 psi concrete OCFA standard.

4. Landscape
    a. Irrigation with telemetry control
    b. Xerescape front with drought tolerant planting control
    c. Drip irrigation as much as possible
    d. Rear planting as little as possible

5. Exterior Lighting
    a. LED
    b. Site Light pole equipped with 120v outlet for apparatus charging

6. Roofs
    a. Modified bitumen, built up, 20 year warranty
    b. Water supply for HVAC maintenance

7. HVAC System
    a. Cloud based Energy Management System, ie. Penguin
    b. Roof units with economizers

8. Apparatus Bay Doors
    a. Front – High speed can door, Porvene or equivalent
    b. Rear – Can

9. Security gates and fencing
    a. Powder coated or anodized aluminum
    b. Motorized rolling gate
    c. Millers edge, traffic loops and photo eye safety features
    d. High/Low gate control entry keypad

10. Windows
    a. High performance, low e, sound attenuating
    b. No double hung, no crank opening
    c. Tinted to limit heat gain and light

11. Storage Shed and out buildings included in design

12. Protect ladder access to the roofs, both sides of the apparatus bay

13. Patio, if applicable, with cover/lattice
    a. Constructed of Alumawood or similar
    b. Half covered, half lattice

14. Barbeque
    a. No built in
    b. Location wired, natural gas line and lighted

15. Air compressor Ingersoll Rand
    a. At least 140 PSI
    b. Auto condensation bleed off

16. Turnout storage systems
    a. Minnesota wire cages standard
    b. 30 total

17. Vehicle exhaust recovery system – Plymovent is standard

18. Station alarm and alerting system through WestNet

19. Natural lighting in apparatus bay and kitchen if possible

20. Kitchen Ice maker – IceOmatic is standard

21. Apparatus bay work area with workbench
    a. Cabinets, minimal maintenance, synthetic materials preferred
    b. Galvanized top
    c. Peg board back

22. Exterior trash enclosure
    a. Metal, primed
    b. Matching exterior color
    c. Complementary to building architecture

23. House Hot Water (heater) System
    a. Tankless
    b. Kitchen instant hot

24. Potable Water filtration, kitchen only, main sink and coffee maker no RO

25. Window Covering
    a. No vertical blinds
    b. If mini blinds, 2” inch
    c. Roller shades preferred
    d. Flooring - Polished concrete no carpet

26. Cabinetry – Cabinets, minimal maintenance, synthetic materials preferred

27. Kitchen counter tops
    a. Stainless steel with integral large double width sink (12” deep)
    b. Counter with mariner’s edge
    c. Under-counter trash hole to accept a full sized plate

28. Paint/finishes
    a. Interior wall – egg shell or semi-gloss, washable
    b. Touch-up from corner to corner

29. Crew bathroom

a. Shower with solid stone type material (no tile with grout joints)
b. Walls of stone type/man-made material, no grout joints
c. No white tile or white grout
d. Frameless shower door with 3/8 glass minimum, no pattern, opaque

30. Photovoltaic/solar generation
    a. PV powered exterior lighting

31. Remotely monitored Fire Alarm/Fire Like Safety System

32. Information Technology and Communications
    a. Cable, data and phone through local provider

33. Ladder training braces mounted on rear of the apparatus bay, one high, one low

34. Emergency Power Generator sized to 125% station requirement

5B: ASBESTOS SURVEY – FOR REFERENCE ONLY

AMBIENT ENVIRONMENTAL, INC.

CONFIDENTIAL AND PRIVILEGED
ASBESTOS SURVEY

For the property located at:
Fire Station #10
18422 Lemon Avenue
Yorba Linda, California

Prepared for:

Orange County Fire Authority
Support Services/Property Management
1 Fire Authority Road Service Center
Irvine, California 92602
Attn: Ms. Helen Vesperman

Prepared by:
Ambient Environmental Inc.
1464 Sixth Street
Norco, California 92860

September 31, 2007

Ambient Environmental Inc. Project #07-1679

John L. Payne
California Certified Asbestos
Consultant #93-1226

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7.0 RECOMMENDATIONS

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APPENDIX B LABORATORY CERTIFICATES OF ANALYSIS

1.0 EXECUTIVE SUMMARY

Ambient Environmental Inc. was retained by the Orange County Fire Authority to conduct a comprehensive interior asbestos survey for the property located at: Fire Station #10 18422 Lemon Avenue in Yorba Linda, California.

The survey was conducted on August 30th, 2007, by Mr. John L. Payne a California Certified Asbestos Consultant and a United States Environmental Protection Agency (USEPA) certified building inspector for Asbestos-Containing Building Materials (ACBM).

The purpose of the asbestos survey was to locate and identify accessible friable and non-friable suspect asbestos-containing materials within the fire station interior. Once a visual inspection was performed, representative bulk samples were obtained from each homogeneous material. The sample location, material type, friability and condition of material were documented.

Asbestos bulk sampling were obtained in accordance with the USEPA established guidelines document, "Guidance for Controlling Asbestos-Containing Materials in Buildings" (USEPA 560/5-85-024, 1985) and USEPA 40 CFR Part 763 "Asbestos-Containing Materials in Schools, Final Rule" (AHERA). Each bulk sample was analyzed for asbestos content by Polarized Light Microscopy (PLM). A total of 8 bulk samples were obtained for the subject property and submitted to Forensic Analytical for analysis.

The Orange County Fie Authority personnel provided keys and access to the property. All accessible areas of the building interior were visually inspected. ACBM, not identified in this report, may be present within hidden and/or concealed areas of the building. Laboratory analysis revealed detectable levels of asbestos in 2 types of materials:

1. Drywall Joint Compound
2. Baseboard Mastic

Locations and conditions of the materials assessed and sampled can be found in the Material Inventory (Tables).

2.0 SURVEY PROCEDURES

Ambient Environmental Inc. conducted a comprehensive asbestos interior survey for the property located at: Fire Station #10 18422 Lemon Avenue in Yorba Linda, California. All accessible areas of the building interior were surveyed for asbestos. Intrusive sampling of areas which would have required demolition and/or damage to building components finishes such as hard enclosures, laminates, floor coverings, ceiling tile, gasket material, etc. were not sampled. ACBM not identified in this report, may be present within hidden or concealed areas of the building.

ACBM identification was performed by entering each functional space and assessing all structural/mechanical components and architectural finishes. The physical conditions, friability, accessibility, activity and damage of suspect ACBM was also assessed and documented.

For reporting purposes, space designations were assigned each functional space within the facilities using the pre-existing designation on doors or as indicated by the on-site personnel. Where neither was available, the space was labeled by the inspector and so indicated in this report. The following procedures were performed:

1. A visual assessment to identify the location, type and quantity of, friable and non-friable asbestos building materials.

2. Obtain representative bulk samples from suspect ACBM.

3. Samples were analyzed by an independent accredited laboratory for the presence of asbestos by PLM.

5. Present all survey results in a written report including recommendation, locations and laboratory results.

All findings, recommendations, and analytical data presented in this report are based on the information (assessment and sampling data) obtained by our inspector during the survey.

3.0 BULK SAMPLING PROCEDURES

Each suspect ACBM identified during the visual survey, were sampled in accordance with sampling guidelines established by the USEPA. The following summarizes the sampling procedures utilized.

1. Building materials were categorized into homogeneous materials. A homogeneous material is defined as being uniform in texture, color, and date of application.

2. A sampling scheme was developed based upon the location and quantities of the various homogeneous materials.

3. Bulk samples were collected by extracting a representative section of each selected building material, placing the selected building material into a sampling container and assigning a unique sample number to each sample. The samples were then placed into a sealed shipping container for delivery to an accredited laboratory for analysis by PLM.

4. Personnel performed proper decontamination procedures to prevent the spread of secondary contamination.

5. Each bulk sample was recorded on a bulk sample log and possession of the samples was tracked by a chain of custody record.

The reported laboratory results in this report are a visual estimate by area of asbestos concentration. Results for heterogeneous samples examined by component are reported as a composite. The lower limit of reliable detection for this method is 1%. Samples, which contain more than 1% asbestos are reported in 5% ranges. Samples, which contain asbestos in a concentration lower than the limit of reliable detection (<1%) are "Trace."

All bulk samples were analyzed by PLM in accordance with the "Interim Method for the Determination of Asbestos in Bulk Insulation Samples EPA - 600/M4-82-020" dated December 1982 and adopted by the National Voluntary Laboratory Accreditation Program (NVLAP) Title 15, part 7 of the Code of Federal Register as affiliated with the National Institute for Standards and Testing (NIST).

Eight bulk samples were obtained from the subject property and analyzed for asbestos content by Forensic Analytical of Rancho Dominguez, California. Forensic Analytical is accredited by the American Industrial Hygiene Association (AIHA), National Voluntary Laboratory Accreditation Program (NVLAP), National Institute of Standards and Testing (NIST), and is a successful participant in the Proficiency Analytical Testing Program (Pat).

4.0 POSITIVE ASBESTOS SAMPLE RESULTS AND LOCATION

Material	Sample Number	Asbestos Content	Location of Material	Friable	Damage
Drywall and Joint Compound	04 05 06	Trace Chrysotile	Throughout The Interior	No	No
Baseboard Mastic	08	Anthophyllite	Throughout Interior	No	No

5.0 NEGATIVE ASBESTOS SAMPLE RESULTS AND LOCATION

Material	Sample Number	Location of Material	Damage
Acoustic Ceiling	01 02 03	Throughout the Interior	No
Drywall and Joint Compound	04 05 06	Throughout the Interior	No

6.0 HAZARD ASSESSMENTS OF (ACM) MATERIALS

Material	Location of Material	Hazard
Drywall and Joint Compound	Throughout the Interior	Good
Baseboard Mastic	Throughout Interior	Good

Good - Material shows little or no damage and requires no remedial action.
Moderate - Material is somewhat damaged and is in need of minor repairs.
Significantly Damaged - Material is in need of immediate remedial action.

7.0 RECOMMENDATIONS

It is Ambient Environmental, Inc's. professional opinion that all Asbestos Containing Building Materials (ACBM) can be managed in place. If the ACBM are to remain at the facility, then a Asbestos Management Program should be implemented. Notification requirements in accordance with AB3713 and AB1564 and posting requirements in accordance with Proposition 65 should also be implemented and maintained.

Maintenance, construction and repair personnel should be made aware of the presence of ACBM, and instructed them not to disturb and/or damage the ACBM. Current federal and state regulations require any repair, renovation and/or demolition of any ACBM shall be conducted only by workers and/or contractors who have been properly trained in the correct handling of asbestos. All asbestos work should proceed under the guidance or direction of an independent State Certified Asbestos Consultant with oversight performed by a State Certified Site Surveillance Technician.

The ACBM identified during this survey are in good condition, and are not likely to pose an environmental or public health risk so long as the material is maintained in it's present condition.

Ambient Environmental Inc. warrants that our services are performed, within the limits prescribed by our client, with the usual thoroughness and competence of the engineering profession.

The recommendations in this report are professional opinions based solely on visual observations and analytical analyses, as described in this report. Because the scope of services was limited to accessible ACBMs, intrusive investigative techniques were not contracted for, it is possible that unrecognized ACBMs may exist in the facilities.

Opinions and recommendations presented herein apply to site conditions existing at the time of our investigation and those reasonably foreseeable, they cannot necessarily apply to site changes of which this office is not aware of and/or has not had the opportunity to evaluate.

APPENDIX A

CHAIN OF CUSTODY
AND BULK SAMPLE LOG

AMBIENT ENVIRONMENTAL, INC.

Asbestos / Lead Field Services
Indoor Air Quality Services
Phase I Site Assessments
Lab Services

1464 6TH STREET
NORCO, CALIFORNIA 92860
* TEL: (951) 272-4730
* FAX: (951) 272-4731

ASBESTOS BULK SAMPLE LOG

Page ____ of ____

Client Name: OCFA

Project Location: 18422 Lemon Dr. Yorba Linda

Date: 8-30-07 Field Technician: John Paya

Project Number: 07-1679 Priority: ASAP ✓ 24 HR ____ 3-5 Days ____

SAMPLE NUMBER	SAMPLE LOCATION	MATERIAL DESCRIPTION	SQUARE FOOTAGE
01	office	Acoustic ceiling	
02	Kitchen	" "	
03	Bedroom	" "	
04	Kitchen	Drywall at Bar Counter	
05	office	" "	
06	Locker room	" "	
07	Kitchen Cnt	Vinyl sheet flooring	
08	Ex-Kitchen	Base board at Master	

Chain of Custody Analytical Method: PLM: ✓ TEM: ____ Other: ____

Sampled By		Date	Time
Relinquished By		Date	Time
Received By	Jason Carrillo	Date 8/31/07	Time 10:30 AM
Relinquished By		Date	Time
Received By		Date	Time

APPENDIX B

LABORATORY CERTIFICATES OF ANALYSIS

Forensic Analytical

Bulk Asbestos Analysis

(EPA Method 600/R-93-116, Visual Area Estimation)

Ambient Environmental Inc
J.Payne/J.Lumpkin
1464 6th Street

Norco, CA 92860

Client ID: 5697
Report Number: B103404
Date Received: 08/31/07
Date Analyzed: 08/31/07
Date Printed: 08/31/07
First Reported: 08/31/07

Job ID/Site: 07-1679, OCFA, 18422 Lemon Dr., Yorba Linda

Date(s) Collected: 08/30/2007

FASI Job ID: 5697
Total Samples Submitted: 8
Total Samples Analyzed: 8

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
01	50409920						
Layer: White Non-Fibrous Material			**ND**				
Layer: Paint			**ND**				
Total Composite Values of Fibrous Components:		**Asbestos (ND)**					
Cellulose (Trace)							
02	50409921						
Layer: White Non-Fibrous Material			**ND**				
Layer: Paint			**ND**				
Total Composite Values of Fibrous Components:		**Asbestos (ND)**					
Cellulose (Trace)							
03	50409922						
Layer: Beige Non-Fibrous Material			**ND**				
Layer: Paint			**ND**				
Total Composite Values of Fibrous Components:		**Asbestos (ND)**					
Cellulose (Trace)							
04	50409923						
Layer: White Drywall			**ND**				
Layer: Off-White Skimcoat/Joint Compound		Chrysotile	**2 %**				
Layer: Paint			**ND**				
Total Composite Values of Fibrous Components:		**Asbestos (Trace)**					
Cellulose (20 %) Fibrous Glass (10 %)							
05	50409924						
Layer: White Drywall			**ND**				
Layer: Off-White Skimcoat/Joint Compound		Chrysotile	**2 %**				
Layer: Paint			**ND**				
Total Composite Values of Fibrous Components:		**Asbestos (Trace)**					
Cellulose (20 %) Fibrous Glass (10 %)							
06	50409925						
Layer: White Drywall			**ND**				
Layer: Off-White Skimcoat/Joint Compound		Chrysotile	**2 %**				
Layer: Paint			**ND**				
Total Composite Values of Fibrous Components:		**Asbestos (Trace)**					
Cellulose (20 %) Fibrous Glass (10 %)							

2959 Pacific Commerce Drive • Rancho Dominguez, CA 90221 • Telephone: 310/763-2374 • Toll Free: 888/813-9417 • Fax: 310/763-8684

Report Number: B103404
Date Printed: 08/31/07

Client Name: Ambient Environmental Inc

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
07	50409926						
Layer: Grey Sheet Flooring			**ND**				
Layer: Fibrous Backing			**ND**				
Layer: Tan Mastic			**ND**				
Total Composite Values of Fibrous Components:		**Asbestos (ND)**					
Cellulose (20 %) Fibrous Glass (5 %) Synthetic (10 %)							
08	50409927						
Layer: Brown Non-Fibrous Material			**ND**				
Layer: Brown Mastic		Anthophyllite	**Trace**				
Total Composite Values of Fibrous Components:		**Asbestos (Trace)**					
Cellulose (Trace)							

Steven Takahashi, Laboratory Supervisor, Rancho Dominguez Laboratory

Note: Limit of Quantification ('LOQ') = 1%. 'Trace' denotes the presence of asbestos below the LOQ. 'ND' = 'None Detected'.

ytical results and reports are generated by Forensic Analytical at the request of and for the exclusive use of the person or entity (client) named on such report. Results, rts or copies of same will not be released by Forensic Analytical to any third party without prior written request from client. This report applies only to the sample(s) tested. Supporting laboratory documentation is available upon request. This report must not be reproduced except in full, unless approved by Forensic Analytical. The client is solely responsible for the use and interpretation of test results and reports requested from Forensic Analytical. This report must not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government. Forensic Analytical is not able to assess the degree of hazard resulting from materials analyzed. Forensic Analytical reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified. All samples were received in acceptable condition unless otherwise noted.

2959 Pacific Commerce Drive • Rancho Dominguez, CA 90221 • Telephone: 310/763-2374 • Toll Free: 888/813-9417 • Fax: 310/763-8684

RECEIVED
OCT - 9 2007
OCFA/Property Management

AMBIENT ENVIRONMENTAL, INC.

CONFIDENTIAL AND PRIVILEGED
ASBESTOS SURVEY

For the property located at:
Fire Station #10-A
18422 Lemon Avenue
Yorba Linda, California

Prepared for:

Orange County Fire Authority
Support Services/Property Management
1 Fire Authority Road Service Center
Irvine, California 92602
Attn: Ms. Helen Vesperman

Prepared by:
Ambient Environmental Inc.
1464 Sixth Street
Norco, California 92860

September 31, 2007

Ambient Environmental Inc. Project #07-1679

John L. Payne
California Certified Asbestos
Consultant #93-1226

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The purpose of the asbestos survey was to locate and identify accessible friable and non-friable suspect asbestos-containing materials within the fire station interior. Once a visual inspection was performed, representative bulk samples were obtained from each homogeneous material. The sample location, material type, friability and condition of material were documented.

Asbestos bulk sampling were obtained in accordance with the USEPA established guidelines document, "Guidance for Controlling Asbestos-Containing Materials in Buildings" (USEPA 560/5-85-024, 1985) and USEPA 40 CFR Part 763 "Asbestos-Containing Materials in Schools, Final Rule" (AHERA). Each bulk sample was analyzed for asbestos content by Polarized Light Microscopy (PLM). A total of 3 bulk samples were obtained for the subject property and submitted to Forensic Analytical for analysis.

The Orange County Fie Authority personnel provided keys and access to the property. All accessible areas of the building interior were visually inspected. ACBM, not identified in this report, may be present within hidden and/or concealed areas of the building. Laboratory analysis revealed no detectable levels of asbestos.

Locations and conditions of the materials assessed and sampled can be found in the Material Inventory (Tables).

2.0 SURVEY PROCEDURES

Ambient Environmental Inc. conducted a comprehensive asbestos interior survey for the property located at: Fire Station #10-A 18422 Lemon Avenue in Yorba Linda, California. All accessible areas of the building interior were surveyed for asbestos. Intrusive sampling of areas which would have required demolition and/or damage to building components finishes such as hard enclosures, laminates, floor coverings, ceiling tile, gasket material, etc. were not sampled. ACBM not identified in this report, may be present within hidden or concealed areas of the building.

ACBM identification was performed by entering each functional space and assessing all structural/mechanical components and architectural finishes. The physical conditions, friability, accessibility, activity and damage of suspect ACBM was also assessed and documented.

For reporting purposes, space designations were assigned each functional space within the facilities using the pre-existing designation on doors or as indicated by the on-site personnel. Where neither was available, the space was labeled by the inspector and so indicated in this report. The following procedures were performed:

- A visual assessment to identify the location, type and quantity of, friable and non-friable asbestos building materials.
- Obtain representative bulk samples from suspect ACBM.
- Samples were analyzed by an independent accredited laboratory for the presence of asbestos by PLM.
- Present all survey results in a written report including recommendation, locations and laboratory results.

All findings, recommendations, and analytical data presented in this report are based on the information (assessment and sampling data) obtained by our inspector during the survey.

3.0 BULK SAMPLING PROCEDURES

Each suspect ACBM identified during the visual survey, were sampled in accordance with sampling guidelines established by the USEPA. The following summarizes the sampling procedures utilized.

- Building materials were categorized into homogeneous materials. A homogeneous material is defined as being uniform in texture, color, and date of application.

- A sampling scheme was developed based upon the location and quantities of the various homogeneous materials.

- Bulk samples were collected by extracting a representative section of each selected building material, placing the selected building material into a sampling container and assigning a unique sample number to each sample. The samples were then placed into a sealed shipping container for delivery to an accredited laboratory for analysis by PLM.

- Personnel performed proper decontamination procedures to prevent the spread of secondary contamination.

- Each bulk sample was recorded on a bulk sample log and possession of the samples was tracked by a chain of custody record.

The reported laboratory results in this report are a visual estimate by area of asbestos concentration. Results for heterogeneous samples examined by component are reported as a composite. The lower limit of reliable detection for this method is 1%. Samples, which contain more than 1% asbestos are reported in 5% ranges. Samples, which contain asbestos in a concentration lower than the limit of reliable detection (<1%) are "Trace."

All bulk samples were analyzed by PLM in accordance with the "Interim Method for the Determination of Asbestos in Bulk Insulation Samples EPA – 600/M4-82-020" dated December 1982 and adopted by the National Voluntary Laboratory Accreditation Program (NVLAP) Title 15, part 7 of the Code of Federal Register as affiliated with the National Institute for Standards and Testing (NIST).

Three bulk samples were obtained from the subject property and analyzed for asbestos content by Forensic Analytical of Rancho Dominguez, California. Forensic Analytical is accredited by the American Industrial Hygiene Association (AIHA), National Voluntary Laboratory Accreditation Program (NVLAP), National Institute of Standards and Testing (NIST), and is a successful participant in the Proficiency Analytical Testing Program (Pat).

4.0 POSITIVE ASBESTOS SAMPLE RESULTS AND LOCATION

No Asbestos Containing Building were Detected during the Survey

5.0 NEGATIVE ASBESTOS SAMPLE RESULTS AND LOCATION

Material	Sample Number	Location of Material	Damage
Yellow Vinyl Floor Tile and Mastic	01 02 03	Throughout Interior	No

6.0 HAZARD ASSESSMENTS OF (ACM) MATERIALS

No Asbestos Containing Building were Detected during the Survey

7.0 RECOMMENDATIONS

Ambient Environmental Inc. warrants that our services are performed, within the limits prescribed by our client, with the usual thoroughness and competence of the engineering profession.

The recommendations in this report are professional opinions based solely on visual observations and analytical analyses, as described in this report. Because the scope of services was limited to accessible ACBMs, intrusive investigative techniques were not contracted for, it is possible that unrecognized ACBMs may exist in the facilities.

Opinions and recommendations presented herein apply to site conditions existing at the time of our investigation and those reasonably foreseeable, they cannot necessarily apply to site changes of which this office is not aware of and/or has not had the opportunity to evaluate.

APPENDIX A

CHAIN OF CUSTODY
AND BULK SAMPLE LOG

AMBIENT ENVIRONMENTAL, INC.

Asbestos / Lead Field Services
Indoor Air Quality Services
Phase I Site Assessments
Lab Services

1464 6TH STREET
NORCO, CALIFORNIA 92860
* TEL: (951) 272-4730
* FAX: (951) 272-4731

ASBESTOS BULK SAMPLE LOG

Page____ of ____

Client Name: OCFA

Project Location: 10-A 18422 LEMON Dr. YORBA LINDA

Date: 8-30-07 Field Technician: John Payan

Project Number: 07-1679 Priority: ASAP ✓ 24 HR ____ 3-5 Days ____

SAMPLE NUMBER	SAMPLE LOCATION	MATERIAL DESCRIPTION	SQUARE FOOTAGE
01	Restroom Yellow	Vinyl Flour B/L Mastic	
02	office	" "	
03	Kitchen	" "	

Chain of Custody

Analytical Method: PLM: ✓ TEM: ____ Other: ____

Sampled By		Date	Time
Relinquished By		Date	Time
Received By		Date 8/31/07	Time 10:30 AM F/E
Relinquished By		Date	Time
Received By		Date	Time

APPENDIX B

LABORATORY CERTIFICATES OF ANALYSIS

Bulk Asbestos Analysis

(EPA Method 600/R-93-116, Visual Area Estimation)

Ambient Environmental Inc
J.Payne/J.Lumpkin
1464 6th Street

Norco, CA 92860

Client ID: 5697
Report Number: B103402
Date Received: 08/31/07
Date Analyzed: 08/31/07
Date Printed: 08/31/07
First Reported: 08/31/07

Job ID/Site: 07-1679, OCFA, 10-A 18422 Lemon Dr., Yorba Linda

Date(s) Collected: 08/30/2007

FASI Job ID: 5697
Total Samples Submitted: 3
Total Samples Analyzed: 3

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
01	50409916						
Layer: Beige Tile			**ND**				
Layer: Beige Mastic			**ND**				
Total Composite Values of Fibrous Components:		**Asbestos (ND)**					
Cellulose (Trace)							
02	50409917						
Layer: Beige Tile			**ND**				
Layer: Beige Mastic			**ND**				
Layer: Off-White Non-Fibrous Material			**ND**				
Total Composite Values of Fibrous Components:		**Asbestos (ND)**					
Cellulose (Trace)							
03	50409918						
Layer: Beige Tile			**ND**				
Layer: Beige Mastic			**ND**				
Total Composite Values of Fibrous Components:		**Asbestos (ND)**					
Cellulose (Trace)							

Steven Takahashi, Laboratory Supervisor, Rancho Dominguez Laboratory

Note: Limit of Quantification ('LOQ') = 1%. 'Trace' denotes the presence of asbestos below the LOQ. 'ND' = 'None Detected'.

Analytical results and reports are generated by Forensic Analytical at the request of and for the exclusive use of the person or entity (client) named on such report. Results, reports or copies of same will not be released by Forensic Analytical to any third party without prior written request from client. This report applies only to the sample(s) tes[illegible]upporting laboratory documentation is available upon request. This report must not be reproduced except in full, unless approved by Forensic Analytical. The client is sol[illegible]sponsible for the use and interpretation of test results and reports requested from Forensic Analytical. This report must not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government. Forensic Analytical is not able to assess the degree of hazard resulting from materials analyzed. Forensic Analytical reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified. All samples were received in acceptable condition unless otherwise noted.

Woodward-Clyde
Engineering & sciences applied to the earth & its environment

April 8, 1998
Project No. 984P253-10

Ms. Karen Peters
Orange County Fire Authority
180 South Water Street
Orange, California 92666-2175

SUBJECT: FIRE STATION NO. 10 PRE-RENOVATION ASBESTOS SURVEY

Dear Ms. Peters:

Woodward-Clyde International-Americas (Woodward-Clyde) conducted a pre-renovation asbestos survey (hereafter Survey) at Fire Station No. 10 located at 18422 East Lemon Drive in Yorba Linda, California on February 3, and March 24, 1998. The objective of the Survey was to locate and assess the condition of accessible asbestos-containing materials (ACM) in compliance with Cal-OSHA regulations and South Coast Air Quality Management District (SCAQMD) Rule 1403, "Asbestos Emissions from Renovation/Demolition Activities."

BUILDING DESCRIPTION

Fire Station No. 10 has a slab on grade foundation with a wood and masonry frame structure. The floor coverings consist of 12-inch by 12-inch floor tiles in the kitchen and bathroom and carpeting in the remaining areas. The interior walls are gypsum board and masonry blocks supported by wood studs and the exterior walls are stucco and brown cement bricks. The ceilings are sprayed-on acoustical material. The HVAC unit with forced air and ducted return is located on the loft. The roof is a built-up flat sheet.

ASBESTOS SAMPLING

Woodward-Clyde reviewed the asbestos survey performed by Dynamac Corporation dated October 1990 and drawings of the proposed renovation work supplied by EQE International in order to determine what additional sampling was necessary to confirm the presence of ACM.

Suspect friable and non-friable building materials were surveyed and grouped into homogeneous areas on the basis of their appearance. A visual and tactile investigation of the suspect materials was performed to access damage and friability and additional samples were collected for asbestos analysis when necessary. The number of samples needed to classify a material as non-ACM was based on the following EPA AHERA protocol (40 CFR 763.86):

Woodward Clyde International
2020 East First Street, Suite 400, Santa Ana, California 92705
(714) 835-6886 (213) 581-7164 Fax (714) 667-7147

Type of Material	Amount of Material	Minimum Number of Samples
Surfacing Material is any material that is sprayed, troweled-on or otherwise applied to surfaces, such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces .	≤ 1000 square feet	3
	>1000 and ≤ 5000 square feet	5
	> 5000 square feet	7
Thermal Systems Insulation (TSI) is any material that is applied to pipes, fittings, boilers, breaching, tanks, ducts, or other structural components to prevent heat loss or gain.	Any (in general)	3
	Patch less that 6 linear or square feet	1
	Elbows	Sufficient to Determine
Miscellaneous Material is any material that is not included in surfacing or TSI categories. This includes, but is not limited to wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.	Any	Sufficient to Determine

Dynamac Corporation collected eight (8) bulk samples of suspect ACM for analysis in their October 1990 survey. Woodward-Clyde collected three (3) additional samples of suspect ACM for a total of eleven (11) samples collected from Fire Station No. 10. After collection, the samples were placed into airtight sample bags and submitted to ITEK Enviro Services, Inc. (ITEK) for analysis. (ITEK) for analysis. ITEK is accredited by the National Institute of Standards and Technologies (NIST) through participation in the National Voluntary Laboratory Accreditation Program (NAVLAP). The samples were analyzed for asbestos by polarized light microscopy (PLM) using EPA Method 600/R-93/116 as described in the "Interim Method for Determination of Asbestos in Bulk Insulation Samples", 40 CFR, Part 763, Appendix E to Subpart E.

CONCLUSIONS AND RECOMMENDATIONS

Based on the previous survey and the laboratory data, the subject building contains ACM that must be removed before the proposed renovation work is started. Descriptions of the identified ACM are listed in the attached Table 1. Approximate ACM quantities may be obtained from the Seismic Structural Upgrade Diagrams for Fire Station No. 10 prepared by EQE International. All other

accessible building materials tested negative for asbestos, the results of which are listed in the attached Table 2.

Before the proposed renovation work commences on the subject building, Woodward-Clyde recommends that the following actions be taken:

- Distribute a notice to all employees, and contractors in accordance with Section 25915 et seq. of the California Heath and Safety Code that discloses the presence of asbestos and lists general procedures and handling restrictions.
- Employ a licensed asbestos abatement contractor to perform asbestos abatement to perform the removal activities in accordance with the specifications that Woodward-Clyde has previously provided.
- Employ an California Certified Asbestos Consultant with no financial ties to the abatement contractor to ensure that the abatement is performed in accordance with State and local regulations.

If the proposed renovation work is postponed or shelved and the ACM is not going to be removed shortly, then Woodward-Clyde recommends that an operations and maintenance program be developed and implemented to control exposure to asbestos fibers.

Attached herein are the following items: 1) Table 1 - Asbestos Containing Materials, 2) Table 2 - Non-Asbestos Containing Materials, 3) Table 3 - Asbestos Bulk Sampling Data Sheets; 4) laboratory results with chain-of-custody records, and 5) copy of previous asbestos survey, if any.

If you have any questions regarding the field work or other project related items, please contact the undersigned at (714) 835-6886.

Very truly yours,

WOODWARD-CLDYE INTERNATIONAL-AMERICAS

Ronald Miller
California Certified Asbestos Consultant #92-0470

TABLE 1
ASBESTOS CONTAINING MATERIALS PER ABATEMENT TEST REPORTS

FIRE STATION NO. 10

INTERIOR	DESCRIPTION
CEILING	
WALLS	Drywall not abated in 2007
FLOOR	12 in. x 12 in. Tan Floor Tile abated w/ seismic
OTHER	

EXTERIOR	DESCRIPTION
WALLS	
ROOF	
SOFFITS	
OTHER	

TABLE 2
NON-ASBESTOS CONTAINING MATERIALS PER ABATEMENT TEST REPORTS

FIRE STATION NO. 10

INTERIOR	DESCRIPTION
CEILING	Sprayed-On Ceiling Material
WALLS	
FLOOR	
OTHER	

EXTERIOR	DESCRIPTION
WALLS	Stucco Material
ROOF	Top Layer of Roofing Material (Under Foam) Bottom Layer of Roofing Material (Under Foam)
SOFFITS	
OTHER	

TABLE 3
ASBESTOS BULK SAMPLING DATA SHEETS

Date: February 3, 1998

Project: Orange County Fire Station
Building: Station #10
Address: 18402 East Lemon Street
Yorba Linda, California

Industrial Hygienist and California Certified
Asbestos Consultant and No: Ron Miller, Cert. # 207160470C
Job No.: 984P253

Floor	Sample Number	Material Sampled	Sample Location	Material			Photo	Quantity	Results
				Friable	Condition	Accessibility			
Ext.	FS-10-01	Stucco	Southeast Corner	Yes ☐ No ■	Good ■ Fair ☐ Poor ☐	High ■ Med ☐ Low ☐	Yes ■ No ☐		None Detected
Ext.	FS-10-02	Stucco	North Side Center	Yes ☐ No ■	Good ■ Fair ☐ Poor ☐	High ■ Med ☐ Low ☐	Yes ■ No ☐		None Detected
Ext.	FS-10-03	Stucco	Northeast Corner	Yes ☐ No ■	Good ■ Fair ☐ Poor ☐	High ■ Med ☐ Low ☐	Yes ■ No ☐		None Detected

TABLE 1
ASBESTOS BULK SAMPLING DATA SHEETS

Project: Orange County Fire Station
Building: Station #10

Date: February 3, 1998
Job No.: 984P253

Floor	Sample Number	Material Sampled	Sample Location	Material			Photo	Quantity	Results
				Friable	Condition	Accessibility			
Roof	FS-10-04	Roofing Material Under Foam Coating	Northeast Corner	Yes ☐ No ■	Good ■ Fair ☐ Poor ☐	High ☐ Med ☐ Low ■	Yes ■ No ☐		None Detected
Roof	FS-10-05	Paper Under Top Layer, Sheet Roofing	Northeast Corner	Yes ☐ No ■	Good ■ Fair ☐ Poor ☐	High ☐ Med ☐ Low ■	Yes ■ No ☐		None Detected
Roof	FS-10-06	Roof Material Under Foam Coating	Northwest Corner	Yes ☐ No ■	Good ■ Fair ☐ Poor ☐	High ☐ Med ☐ Low ■	Yes ■ No ☐		None Detected
Roof	FS-10-07	2nd Layer of Built Up Roofing Material	Northwest Corner	Yes ☐ No ■	Good ■ Fair ☐ Poor ☐	High ☐ Med ☐ Low ■	Yes ■ No ☐		None Detected

TABLE 1
ASBESTOS BULK SAMPLING DATA SHEETS

Project: Orange County Fire Station
Building: Station #10

Date: February 3, 1998
Job No.: 984P253

Floor	Sample Number	Material Sampled	Sample Location	Material			Photo	Quantity	Results
				Friable	Condition	Accessibility			
Roof	FS-10-08	Top Layer Under Foam Coating	Southwest Corner	Yes ☐ No ■	Good ■ Fair ☐ Poor ☐	High ☐ Med ☐ Low ■	Yes ■ No ☐		None Detected
Roof	FS-10-09	Bottom Layer, Built Up Roofing Material	Southwest Corner	Yes ☐ No ■	Good ■ Fair ☐ Poor ☐	High ☐ Med ☐ Low ■	Yes ■ No ☐		None Detected

Itek Enviro Services, Inc.
Industrial Hygiene and Environmental Laboratory

Lab Job #: 98077

LAB No.	SMPL No.	SMPL Description	ASBESTOS %	ASBESTOS Type	OTHER COMPONENTS %	OTHER COMPONENTS Type
077-09	FS-8-09	Gray baseboard		ND	40	Calcite
					60	Organic binder
077-10	FS-8-10	Black roofing material		ND	30	Cellulose
					5	Calcite
					65	Organic tar
077-11	FS-8-11	Black roofing material		ND	40	Cellulose
					5	Calcite
					50	Organic tar
					5	Rock gravel
077-12	FS-8-12	Black roofing material		ND	30	Cellulose
					5	Calcite
					65	Organic tar
077-13	FS-8-13	Black roofing material	10	Chrysotile	20	Cellulose
					20	Fiberglass
					10	Calcite
					35	Organic tar
					5	Rock gravel
077-14	FS-8-14	Black roofing material	10	Chrysotile	20	Cellulose
					20	Fiberglass
					10	Calcite
					35	Organic tar
					5	Rock gravel
077-16	FS-10-01	Brown plaster		ND	50	Calcite
					40	Quartz
					10	Gypsum
077-17	FS-10-02	Brown plaster		ND	45	Calcite
					40	Quartz
					10	Gypsum
					5	Paint
077-18	FS-10-03	Brown plaster		ND	50	Calcite
					40	Quartz
					5	Gypsum
					5	Paint

901 Grandview Drive
South San Francisco, CA 94080-4931
AIHA Accredited - #432
(415) 952-8501
(800) 953-8501
Fax (415) 952-4359

Itek Enviro Services, Inc.

Industrial Hygiene and Environmental Laboratory

Lab Job #: 98202

LAB No.	SMPL No.	SMPL Description	ASBESTOS %	ASBESTOS Type	OTHER COMPONENTS %	OTHER COMPONENTS Type
202-15	FS-10-4	Black roofing material	ND		40 60	Cellulose Organic tar
202-16	FS-10-5	Black roofing material	ND		50 50	Cellulose Organic tar
202-17	FS-10-6	Black roofing material	ND		30 70	Cellulose Organic tar
202-18	FS-10-7	Black roofing material	ND		50 50	Cellulose Organic tar
202-19	FS-10-8	Black roofing material	ND		30 70	Cellulose Organic tar
202-20	FS-10-9	Black roofing material	ND		30 70	Cellulose Organic tar

[redacted]

This report has been reviewed and approved for release.

Olivia A. Alejandro
Laboratory Director

901 Grandview Drive
South San Francisco, CA 94080-4931

AIHA Accredited - #432

(415) 952-8501
(800) 953-8501
Fax (415) 952-4359

98077

Woodward-Clyde Consultants

SHIPMENT NO.: _____

CHAIN OF CUSTODY RECORD

PAGE 1 OF 1

DATE 2/3/98

PROJECT NAME: O.C. FIRE STATIONS

PROJECT NO.: 984P253

Sample Number	Location	Type of Sample		Type of Container	Type of Preservation		Analysis Required*
		Material	Method		Temp	Chemical	
FS-10-01	STATION 10	BULK	GRAB	BAG	N/A	N/A	ASBESTOS
FS-10-02							
FS-10-03							

Total Number of Samples Shipped: 3 | Sampler's Signature: C J Harris

Relinquished By: Signature: C J Harris Printed Name: C J HARRIS Company: WCC Reason: ANALYSIS	Received By: Signature: Olivia Printed Name: OLIVIA Company: ITEK	Date: 2/4/98 Time: 11:15
Relinquished By: Signature: Olivia A. Alejandro Printed Name: OLIVIA A. ALEJANDRO Company: ITEK LAB. Reason: Completed report	Received By: Signature: Printed Name: Company:	Date: / / Time:
Relinquished By: Signature: Printed Name: Company: Reason:	Received By: Signature: Printed Name: Company:	Date: / / Time:
Relinquished By: Signature: Printed Name: Company: Reason:	Received By: Signature: Printed Name: Company:	Date: / / Time:

Special Shipment / Handling / Storage Requirements:

* Note – This does not constitute authorization to proceed with analysis

Woodward-Clyde Consultants

SHIPMENT NO.: _____

CHAIN OF CUSTODY RECORD

PAGE 1 OF 1

DATE 3/24/93

PROJECT NAME: O.C. FIRE STATION

PROJECT NO.: 984P253

Sample Number	Location	Type of Sample		Type of Container	Type of Preservation		Analysis Required *
		Material	Method		Temp	Chemical	
FS-10-4							
FS-10-5							
FS-10-6							
FS-10-7							
FS-10-8							
FS-10-9							

Total Number of Samples Shipped: 6

Sampler's Signature: C. F. Harris

Relinquished By:	Received By:	Date / Time
Signature: C. F. Harris	Signature:	Date: / /
Printed Name: C. F. Harris	Printed Name:	Time:
Company: WCC	Company:	
Reason: ANALYSIS		
Relinquished By:	Received By:	Date / Time
Signature:	Signature:	Date: / /
Printed Name:	Printed Name:	Time:
Company:	Company:	
Reason:		
Relinquished By:	Received By:	Date / Time
Signature:	Signature:	Date: / /
Printed Name:	Printed Name:	Time:
Company:	Company:	
Reason:		
Relinquished By:	Received By:	Date / Time
Signature:	Signature:	Date: / /
Printed Name:	Printed Name:	Time:
Company:	Company:	
Reason:		

Special Shipment / Handling / Storage Requirements:

SHIP TO: [illegible] (714) 951-6086

* Note – This does not constitute authorization to proceed with analysis

5C: CIVIC/ CULTURAL ARTS AND PUBLIC FACILITIES LAND USE AND URBAN FORM – FOR REFERENCE ONLY



Figure 3-6 Civic/Cultural Arts and Public Facilities District

3.20 CIVIC/CULTURAL ARTS AND PUBLIC FACILITIES DISTRICT

3.20.1 Overview

The Civic/Cultural Arts and Public Facilities District is centrally located within the Town Center and is generally bound by Yorba Linda Fire Station #10 and Lemon Drive to the north, Valencia Avenue to the east, School Street to the west and the south street extension and the Town Center Commercial District to the south. The City Redevelopment Agency has acquired ownership of a majority of the parcels within this district and Valencia Avenue is intended to be converted to an access drive rather than a street. The intent of this district is to develop cultural and educational facilities as well as to create a central gathering destination for the entire community.

Commercial/retail uses were purposely excluded from this District due to the lack of visibility from Imperial Highway and Yorba Linda Boulevard. Retail uses such as restaurants and cafe's are encouraged in the adjacent Historic Town Center District and the Town Center Commercial District in order to complement the proposed cultural arts and library facilities. Selected ancillary cafe and retail are allowed as part of a library or cultural arts venue.

Rendering of "Central Park" with the proposed performing arts venue to the right and the proposed library at the rear

This area will also include a large public park and amphitheater which will take advantage of the natural topography and provide passive recreation opportunities for Town Center users. Civic buildings within the Public Services district should open-out onto the park with publicly accessible plazas, seating areas, reading nooks, and stages in order to create a vibrant and engaging atmosphere. The park should take advantage of the natural topography by incorporating either a drainage system with retention pond or a permanent year round water feature.

Parking for the District will be provided adjacent to the proposed library and cultural arts venue. During high parking demand events, additional parking strategies are identified in section 3.8 of this Chapter. Landscaped and well lit linkages will be provided to encourage pedestrian mobility throughout the entire Town Center.

3.20.2 Vision

The vision for the Civic/Cultural Arts and Public Facilities District, as identified through the public outreach process, states that the Civic/Cultural Arts and Public Facilities District should:

- Allow for opportunities to become the "core" of cultural activities within the city
- Provides a destination for events, outdoor theatre, performances, and festivals on weekends and evenings with the "civic campus" activities feeding the surrounding uses during the week.
- Provides community green space and culture/arts venues/entertainment
- Creates a pedestrian-friendly district with wide sidewalks, street trees, benches and streetlights with banners and strong connections to the Historic Town Center District.



3.21 CIVIC/CULTURAL ARTS AND PUBLIC FACILITIES DISTRICT DEVELOPMENT STANDARDS

Category	Standard	Description	Interpretation
Setbacks	School Street: 10' Min.	Building shall be setback a minimum of 10' from School Street.	
Lot Coverage	Building Coverage: 60% Max. Landscape Coverage: 20% Min.	1. The maximum building coverage shall be 60%. 2. The minimum landscape coverage shall be 20%. *(Excluding Public Park; May include public plazas)* 3. The minimum lot coverage dedicated to public space is 5% and shall include outdoor dining, plazas, or similar public amenity. *(Pedestrian or vehicular circulation or parking shall not be counted towards public space requirement)*	
Building Placement		1. Library and Performing Arts Venue: Buildings shall be situated to front onto the park site. 2. All other buildings shall be oriented towards School Street, Lemon Street and New Street "A."	
Parking		1. Refer to Section 3.8 for parking regulations. 2. A parking area abutting a public sidewalk or street shall provide one or more of the following buffers: • A landscaped berm that is a minimum of 5' in depth and is planted with a combination of trees and shrubs. • A planter with minimum height of 2' excluding landscaping. • A hedge with a minimum height of 3'. 3. 50% of all parking areas shall be constructed of permeable surface materials such as brick, interlocking pavers, porous structural colored concrete, grasscrete, cobblestones, or decomposed granite. 4. A minimum of two (2) recharging or alternate fuel stations shall be provided in all public parking areas.	

Civic/Cultural Arts District Development Standards Continued

Category	Standard	Description	Interpretation
Park Size		.75 acres minimum	
Building Height	35' Max.*	The maximum building height shall be 35' as measured from the adjacent sidewalk or finish grade. ** Project will need a Measure B vote if it is going to be higher than 35'.*	
Articulation		No building facade may extend more than 75' in length without variations in the wall surface through setbacks or changes in the wall plane.	
Outdoor Dining		Incentives and standards provided in Section 3.9	
Signs		Refer to section 3.12 for all other sign regulations.	
LEED	LEED Silver	1. The new performing arts venue and library shall obtain LEED Silver certification at a minimum. 2. All public buildings shall achieve LEED credit 3.1 Water Efficiency (exceed the baseline water projection by 20%)	



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Trellis and landscape features help to soften and beautify the building exterior

3.22 CIVIC/CULTURAL ARTS AND PUBLIC FACILITIES DISTRICT DESIGN GUIDELINES

The Town Center Specific Plan provides the opportunity to develop or redevelop civic/cultural facilities. These facilities will be used by all members of society for generations to come and therefore should reflect the architectural character of the Town Center.

Civic structures should include a focal element such as a tower feature or rotunda

3.22.1 Historical Context

a. The Church and Fire Station are considered historically significant in the Town Center. Additions or new construction associated with these buildings should complement the existing massing materials and architectural style. All additions and alterations to these buildings should meet the Secretary of the Interior's Standards for the Treatment of Historic Properties and the Guidelines for Rehabilitation of Historic Buildings.

b. It is strongly recommended that the architectural style within the CCAD should be distinguished, timeless and prominent since this complex could serve the city for many years to come.

Church located within the Town Center

3.22.2 Site Design

The design of the Civic/Cultural Arts and Public Facilities District (CCAD) shall maximize the ability to fully utilize the site and should be master planned prior to development. The new CCAD is intended to provide services to the community for the next 50 to 100 years.

Welcoming entry

a. The initial phase of construction should be planned so that the entire site will be landscaped and improved so that it can be easily maintained and has a finished appearance at the conclusion of Phase One.

b. The CCAD should be master planned to encourage maximum utilization by the public. It should be interactive to attract users of all ages and to link directly to neighboring uses.

Civic buildings should include covered outdoor seating areas

c. The overall composition of the CCAD, streetscape, and landscape should provide a warm and welcoming image when approached by car or on foot. Providing an inviting, user-friendly vision is strongly recommended.

d. Outdoor spaces, including plazas and gardens should be integrated throughout the proposed Civic Center resulting in an "indoor/outdoor" environment.

3.22.3 Vehicular Circulation and Parking

a. The vehicular entrance(s) to the CCAD shall be located so that it is clearly identifiable, convenient and safe.

b. The construction of a drop-off/pick-up driveway should be provided. The drop-off/pick-up area should be located near the entrances to the library and performing arts venue entry and have convenient access to adjacent parking.

c. Service areas for deliveries and trash pick-up should be completely screened from view to the public.

Pedestrian walkways to building entries shall be prominent; clearly and readily identifiable

d. Where parking areas occur, they should be heavily screened and landscaped to avoid the appearance of a "sea of cars".

e. The layout of parking areas should take advantage of the natural topography. The use of partial subterranean (1/2 level into grade) or subterranean parking is encouraged in combination with the construction of the performing arts venue.

f. Parking areas should be conveniently located to minimize walking distance to the library. Short-term parking should be conveniently located adjacent to the proposed library.

g. The use of pervious paving surfaces is encouraged to minimize runoff.

h. The use of terraced surface parking areas compatible with the existing topography is suggested.

Pedestrian amenities such as a trellis are encouraged

i. Landscaped fingers or tree wells in parking areas should be utilized.

j. Drought tolerant or low water landscaping should be utilized in parking areas.

Landscaping that does not block a building's architecture should be provided

3.22.4 Pedestrian Circulation

a. Pedestrian walkways to building entry(s) shall be prominent, clearly and readily identifiable.

b. Clear and direct pedestrian linkage from parking areas to building entries should be provided.

c. Pedestrian walkways should be physically separated from vehicular areas to ensure safety.

d. Pathways and walkways should be used to link plazas and gardens and access to all buildings.

e. The use of a variety of enriched textures and paving surfaces for walking surfaces is encouraged.

f. A clear pedestrian link to existing or proposed bus or tram stops should be provided.

3.22.5 Landscape

a. The design of a strong landscaping concept that complements and is integrated into the architectural design of the proposed Civic buildings is of prime importance.

b. Covered or trellised walkways are encouraged.

c. Landscaping used to provide shade, color and texture to the site is strongly encouraged.

d. Landscaping used to shade and soften plazas, courtyards and walkways is strongly recommended.

3.22.6 Site Lighting

a. Lighting fixtures exposed to view in parking areas, walkways and plazas should be compatible to the architectural design of the civic buildings and should have a consistent theme.

b. All parking lot pole lights should be limited to a height of sixteen feet and should be "cut-off" type shrouds to prevent spill over of light onto adjacent properties.

c. All pedestrian pole lighting should be limited to a height of twelve feet.

d. No high pressure sodium lighting should be permitted.

e. Where possible and practical, lighting of walkways, plazas and landscape areas should be accomplished via indirect lighting or bollards (i.e. non-visible fixtures recessed in masonry walls, up lighting of specimen trees, etc.).

f. Lighting design should be carefully coordinated to maximize identity and security.

3.22.7 Mass/Form

a. The building form of the CCAD structures should be interesting and include projecting and recessed elements as opposed to "box-like".

b. Upper floors should be set back from lower floors to reduce the mass of the complex and to provide a terracing effect. Terraced areas should have landscape treatment integrated into the architecture of the buildings.

c. Building forms should have strong base elements to visually help anchor the building to the site.

d. Design elements in the body of the building (above the base but below the roof or cornice) should be articulated to express rhythm and scale. Long repetitive expanses of wall surfaces should be avoided.

e. Roof or cornice elements should be expressed to cap or crown the architectural mass of the complex.

f. The incorporation of a strong vertical design element, such as a bell tower or campanile is preferred to create emphasis and to become a major identifying element for the CCAD.

g. The main entry(s) into the performing arts and library buildings should be emphasized by strong design elements such as oversized doors, arches or large windows. Main building entries should be "grand".

The building form should be interesting and include projecting and recessed elements

3.22.8 Scale

a. Individual building elements should be in scale with each other.

b. Create hierarchy of scale of building elements as perceived by the pedestrian from parking areas to walkways to building entrances.

c. Entry(s), walkways and plazas should have design elements that relate to pedestrian scale and should be comfortable and inviting.

Design elements in the body of the building should be articulated to express rhythm and scale

3.22.9 Entry

a. Entry(s) should be "grand," prominent and inviting with high ceilings and the incorporation of unique design features and materials.

b. Entry(s) should be clearly identifiable and visible from drop off areas, walkways and plazas.

c. Roof elements should be utilized to denote entries.

d. Use architectural emphasis elements, such as bell tower or arch to help identify entries.

Formal grand entrance creates a strong pedestrian connection to the building

Building materials, such as stone, help anchor this building to the site

3.22.10 Roofs

a. Use roof forms that reinforce and complement the architectural style.

b. The use of visible roof forms and materials is strongly suggested. Taller roof elements should have adequate roof slope so that roofing is visible to the pedestrian.

c. Utilize the terraced setbacks of upper floors for balconies and roof decks.

3.22.11 Window Treatment

Grand building rotunda clearly denotes entry and drop off areas

a. The introduction of natural light should be maximized.

b. Windows should be placed to create an indoor/outdoor feeling from interior spaces.

c. Windows should be placed to maximize view potential to the park, plazas and garden areas.

d. The use of skylights is suggested.

e. Utilize the relationship of windows to solid wall areas to establish an interesting rhythm and visual emphasis.

f. The use of reflective glazing is strongly discouraged.

Linear roof forms complement architectural style

3.22.12 Materials

a. Building materials should be selected on the basis of their appropriateness and compatibility to proposed architectural styles described in Section 3.6 of this chapter.

b. The ability to remove graffiti from exterior buildings should be considered.

c. The use of natural, warm, solid, durable and timeless building materials is suggested. Suggested building materials include stone, brick, and wood.

Large windows maximize natural light and views

3.22.13 Signage

a. Signage should be modest, classy and understated.

b. Signage should be clear and sensitive, but discrete.

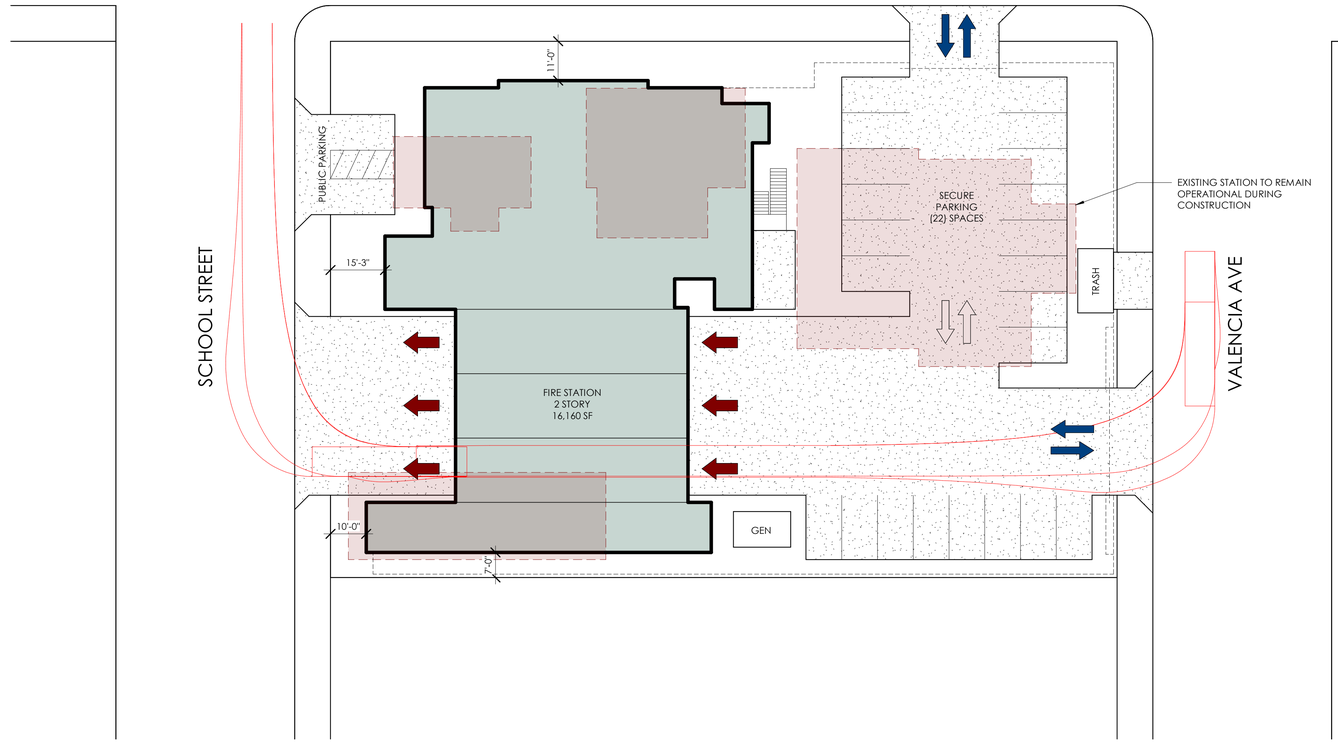
c. Develop overall signage plan, which utilizes consistent sign types, locations and materials and is compatible with other design features and elements.

The use of brick plays off of the historical feeling of Main Street

The size and scale of the building and architectural elements should create an impressive Civic building

Signs should be classy and discreet

5D: CONCEPTUAL FIRE STATION 10 LAYOUT – FOR REFERENCE ONLY



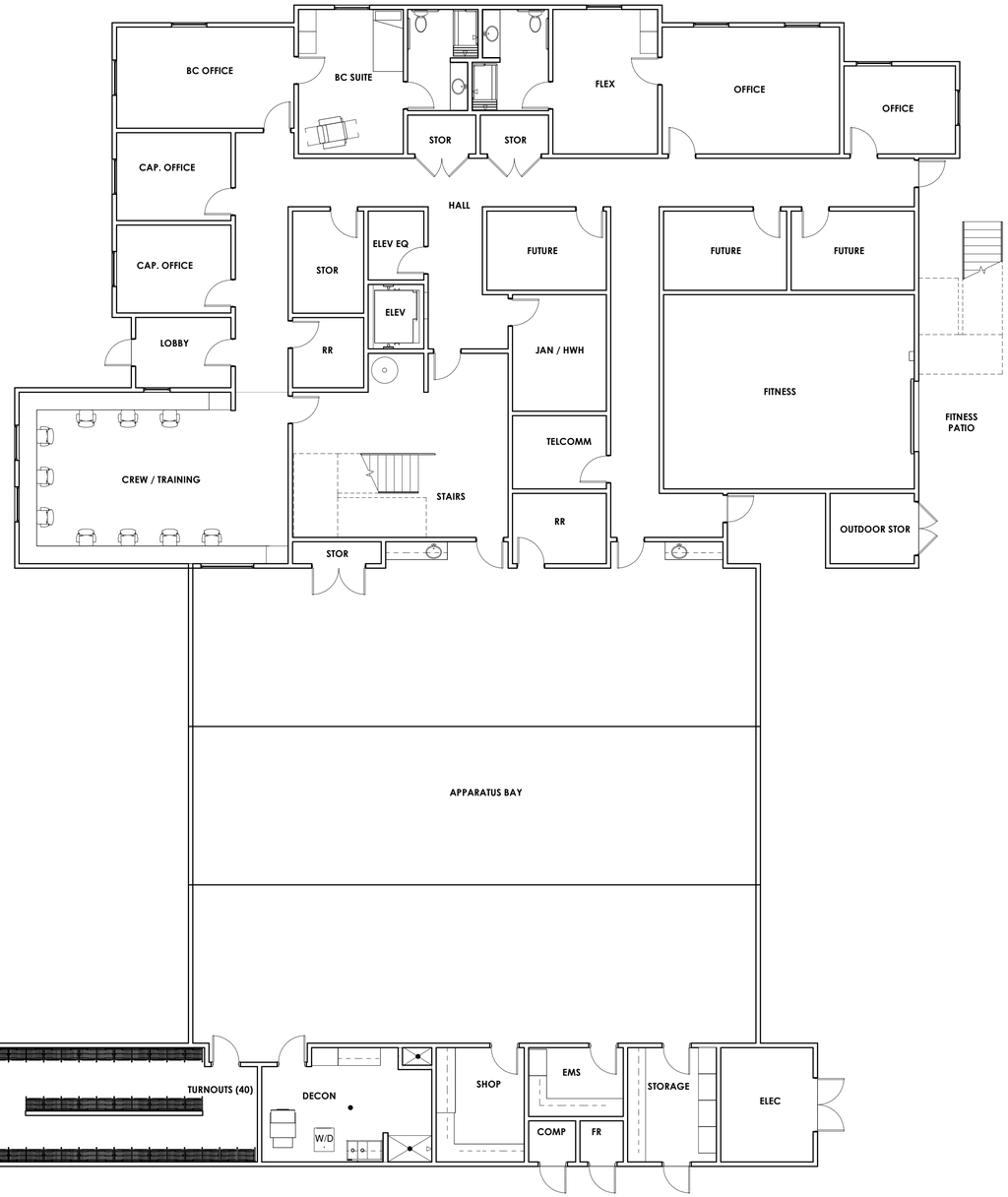
SCALE:
1" = 20'-0"

0 10' 20' 40' 80'

OCFA FIRE STATION 10

SITE PLAN

CONCEPTUAL DESIGN 09/27/22



SCALE:
1/8" = 1'-0"

0 4' 8' 16' 32'

OCFA FIRE STATION 10

FLOOR PLAN - LEVEL 1

CONCEPTUAL DESIGN 09/27/22



SCALE:
1/8" = 1'-0"

0 4' 8' 16' 32'

OCFA FIRE STATION 10

FLOOR PLAN - LEVEL 2

CONCEPTUAL DESIGN 09/27/22

5E: DRAFT FF&E (FURNITURE FIXTURES AND EQUIPMENT) – FOR REFERENCE ONLY

Furniture, Fixtures, and Equipment (FF&E)

For the purposes of this RFQ, proposers shall include a dedicated allowance for Furniture, Fixtures, and Equipment (FF&E) in the amount of Seven Hundred Fifty Thousand Dollars ($750,000). This FF&E allowance shall be incorporated into the total proposed Design-Build project amount and reflected accordingly in the proposer's cost proposal.

The FF&E allowance is intended to cover the procurement, delivery, and installation of all FF&E items required for the completed facility, unless otherwise directed by OCFA. Final FF&E scope, specifications, and approval shall be subject to OCFA review and authorization. Any unused portion of the FF&E allowance, or any costs exceeding the stated allowance, shall be addressed in accordance with the terms and conditions established by OCFA during the contract negotiation and award process.

OCFA OFFICE ITEMS	
Calculator / XRX-230	4
P-Touch Labeler	1
HD Shredder / XCT12	1
28 QT Waste Basket	18
Wall Clock (10")	15
Desk Lamp	15
Staplers (#747)	6
Pencil Sharpner (electric)	6
28 Hook Style Key Box	2
36"x 48" Dry Erase Board - Glass	4
6' x 4' Dry Erase Board - Glass	2
Filing Cabinets	8
Desk chairs	TBD
Desks	TBD
OCFA MAINTENANCE ITEMS	
HD Dustpan (hand) / 2006-28	2
HD Dustpan (long handle) / 2531-20	2
Pro Broom (regular) / 745	2
Floor Squeegee 36"	2
Squeegee Handle 60"	2
Window Squeegee - Size 16	2
Bucket	2
Brush (Toilet)	8

Wet Mop	2
Wringer	2
Brush, Handscrub	2
OCFA TOOLS	
Steel Leaf Rake / 1A	2
Bypass Pruner / BP 6190	1
1 5/8" Bypass Lopper	1
Garden Hoe / 335-086	1
Shovel (round point)	1
Shovel (square point)	1
Pro Garden Sprayer-2 Gal.	1
Garden Hose Nozzle Industrial	2
Garden Hose-50'-5/8" Durable	3
Gas Power Blower / PB-201	1
Portable Garden Hose Reel	1
Extension Cord -50'	2
File Set/Handles / 163-893	3
12" Mill File / 21842	2
File Handle / 21474	1
Bench Brush / #408	2
HD 3/8" Drill Motor (Milwaukee)	1
Drill Bit Set - 81 Piece	1
Locking Plyer Set(3 piece) / 253157	1
Saw - 20" / 20-029	1
Plier Set (4 piece set)	1
Measuring Tape (30 ft.) / 30-455	1
8" Bench Grinder (BGH825)	1
6" Wire Grinder Wheel(course)16801	1
6" Wire Grinder Wheel (fine) 16802	1
Fat Max Hammer (20 0z.) / 51-944	1
Rubber Mallet (16 oz.) /676-989	1
Ball Pean Hammer-16 oz.	1
Hack Saw / 20-265	2
12" Hack Saw Blades (24 tooth)	1
12" Hack Saw Blades (32 tooth)	1
Tire Inflator/Guage	1
Air Chuck/Nozzle Set / IM 1/4"	1
6" Heavy Duty Bench Vise / 11106	1
Mechanic Tool Set (254 pc) / 33354	1

Mechanic Creeper / 51147	1
Screwdriver Set (20 pc) / 41516	1
3/8" x 50' Air Hose	1
Hedge Trimmer	1
17" String Trimmer (185275)	1
6 gal Safety Can	1
6' Fiberglass step ladder (type1AA)	1
3 step - stepladder	1
Vacuum	2
Janitorial Cart	2
Adjustable Wrench set - 3 piece	1
OCFA KITCHEN ITEMS	
Electric Can Opener / SCO-60	1
4 Slice Toaster / CPT-180	2
Blender-Processor / BFP-703CH	1
Forged Cutlery 20 piece	2
Cast iron skillets set (4", 6", 8")	2
Dinnerware(4 piece)White / B7910	3
Flatware, 89 piece / K8668900	2
SS Cookware, 16 piece set	2
SS Lasagna pan / 1106682	2
SS Colandar	2
BBQ Tools 5 PC	2
Grater / 3199	1
Cutting Board (14x20)	2
Lasagna Turner	2
Ladle, Medium	2
Turner	2
SS Tong (16")	2
Tumbler (20 oz.) Set of 5	2
Thermometer, Oven / 323	2
Sugar Pourer (set of 2) 12 oz.	2
Masher / 1718	2
BBQ Mit	4
Laguna Pitcher (set of 2) 60 oz.	2
Spatula (9")	2
Measuring Cup (1 qt.) / 59502	2
Cheese Shaker (set of 2)	2
Salt/Pepper Shaker (set of 6)	1

Spoon, Wooden 12"	2
Measuring Set (dry measure)	2
Veg. Peeler	2
Bottle/Can Opener	2
Wire Whip 16"	2
Ice Cream Scoop	2
13" Spoon Slotted	2
13" Spoon Solid	2
13" Spoon Round Hole	2
Baking Pan, Full	2
Baking Pan, Half	2
44QT Trash Can	5
3 cup sifter	2
Knife Sharpener (hand)	2
13" x 20" Roaster	2
Soup Bowls (white)	12
8 piece plastic storage bowl set	2
Can opener (hand)	2
Slicer	2
12 cup muffin pan	2
9x 13 cake pan	2
3qt. S/S Bowl	4
5qt S/S Bowl	2
8qt S/S Bowl	2
9" round cake pan	2
Lrg Loaf Pan	2
8" SQ Bake Pan	2
Lrg Bake Pan	2
Cutlery tray	2
Utensil tray	2
Breaker Bar	2
Grease Gun	2
Can (Oily Waste Rags)	2
Dining Chairs	10
Kitchen tables (Custom)	1
Dayroom	
Recliners	12
80" Television	1
DVD/VCR Player	0

OCFA CREWS QUARTERS	
Bedspreads Color - To Be Selected By OCFA	14
Matress Pads - White	14
Pillow Cases - White	14
Pillows - White	14
Bedframes	14
Matresses	14
G.C. TV AND ACCESSORIES (General Contractor Purchase and Installation)	
55" Television (gym)	2
TV Mount (Black)	2
DVD/VCR Mount	0
G.C. PATIO (General Contractor Purchase and Installation)	
Patio Chairs	8
Patio Table	1
Umbrella	2
Recycle Receptacle	1
Trash Receptacle	1

G.C. APPLIANCES (General Contractor Purchase and Installation)	
Refrigerator, 21 c.f.	4
Washer	2
Dryer, Gas	2
Countertop Microwave Oven-1.8 cf	2
Range	1
Hood	1
Dishwasher	2
Drying Rack	1
Extractor	1
Ice Machine	2-Jan
Garbage Disposal	1

OCFA SYSTEMS - PA & ALERTING (OCFA Design, Purchase and Installation) ***For Reference only***	
CONSOLE (Located at Watch Alcove)	

Console	
Operator Interface	
Cable, OM-406 Programming	
Cable, OM-406 to DL-205	
Mic	
Radio Interface Kit	
Connector, DB-15	
Connector, Dual Banana	
Connector, 5-pin male 90	
Connector, "D" series 5-pin female	
Connector, "D" series RJ45	
Plate, 3-gang 3 "D series" punchout	
Base, 9 Slot	
CPU, w/ Real Time Clock	
Input, 16 pt	
Output, 12 pt / Common Relay	
Output, 4 pt Isolated Relay	
Module, Ethernet	
Module, BASIC	
Cable, ZipLink	
Terminal Block	
Cable, Programming	
Power Supply	
RACK (Com. Rm.)	
Rack, Wall Mount, 10RU	
Door, Plexiglas	
Latch	
Vent Panel	
Panel, 17x18.5 white steel	
Amplified Monitor	
Rack Mount for Fostex/Switches	
Switch, Local	
Lens, Red	
Lens, Green	
Tuner	
Rack Ears for Tuner	
Audio Recorder	
Rack Mount Kit for AR-200	
PCMCIA Memory Card, 32MB	
Rack Mount Plug Strip	
Audio Amplifier	

Module, Mic	
Module, Line	
Module, Line / Mute Send	
Module, Bridging 10K Input	
Module, Unbalanced	
Rack Ears for Amp	
DIN Rail	
Duct, Dark Gray, 1.25 x 2.13	
Duct Cover, Dark Gray (1")	
Duct, Dark Gray, 2.25 x 2.10	
Duct Cover, Dark Gray (2")	
Wire, MTW, 12AWG, White	As Req'd.
Wire, MTW, 12AWG, Black	As Req'd.
Wire, MTW, 12AWG, Green	As Req'd.
Wire, MTW, 18AWG, Yellow	As Req'd.
Wire, MTW, 18AWG, Brown	As Req'd.
Wire, MTW, 18AWG, Blue	As Req'd.
TERMINALS (Com. Rm.)	
Terminal, Grounding	
Terminal	
Terminal / Fuse Disconnect	
Terminal / Fuse Disconnect	
Terminal, Two level	
End Cover	
Fixed Bridge	As Req'd.
Insertion Bridge	As Req'd.
End Bracket	As Req'd.
Zack Strip (various)	As Req'd.
WESTNET PA & ALERTING (Westnet to Purchase and Install) Refer to dwgs. for quantities and location of the following devices: ***For Reference only***	
First-In MCU Auxiliary Module Lite	
Ethernet Data Activated First-In Type 10 MCU	
First-In MCU Remote Monitor Switch	
Control Remote (each controls up to 8 functions)	

Doorbell Button	
Dorm Remote - Flush Mount Kit also Required	
Dorm Remote - Flush Mount Hoffman Kit	
High Power Paging Audio Module (includes one speaker)	
High Power Paging Audio Module (includes one speaker)	
Powre Module w/ Hub & Spoke Controller, UPS & Dual Power Supplies	
Volume Controller	
Satellight (driven off Satellight Controller)	
Satellight Mounting Kit - TBD	
Satellight Controller	
Emergency Button	
Outside Speaker Audio Module (includes one speaker)	
Appliance and Systems Interface Unit	
Telephone Interface Module	
System Test Button	
Turnout Timer (Medium)	
OCFA SYSTEMS - (OCFA Purchase and Installation) ***For Reference only***	
RADIO COMMUNICATIONS EQUIPMENT	
800 MHz SMARTNET Station Radio	
900 MHz Station Paging Receiver	
POCKET PAGERS	
UNINTERRUPTED POWER SUPPLY	
XTS PORTABLE RADIO/CHARGER	
YAGI ANTENNAE	
CAD EQUIPMENT	
NORTEL 2430 PASSPORT ROUTER	
NORTEL TCP/IP ACCESS SUITE	
NORTEL T1/FT1 DSU/CSU ADAPTER	
APC UNINTERUPTED POWER SUPPLY	
TROY XCD	
COMPUTER SYSTEM	
Computer System	
UPS SYSTEM	
650 KVA UPS	
SOFTWARE	
REFLECTIONS (SITE LICENSE)	
PCMSS	
CE SOFTWARE, Anti-Virus (SITE LICENSE)	
Mcaffee	
Pest Patrol	

MICROSOFT OFFICE (SITE LICENSE)	
CAD TERMINALS	
GATEWAY PROFILE	
PRINTERS	
DIGITAL LA36N	
HP LASERJET 1320	
NOTE: all printers are networked.	
NETWORK EQUIPMENT	
NET GEAR 8 PORT 10/100 SWITCH	
CISCO 1841 ROUTER	
LANTRONIX LPS1 (FOR CAD PRINTER)	
TELEPHONE SYSTEM	
Norstar Phone System	
911 Phone	

OCFA Gym Equipment - (G.C. Purchase and Installation)	
Plyo-Box Foam (20x24x30") (Rogue Echo Foam Games box)	2
Multi Purpose Half Rack (Rogue Monster Lite RML-390F Flat Foot + 1.25"single pull up bar)	2
Adjustable Bench (Rogue Adjustable Bench 3.0)	3
Pull up bar; *Model to fit station gym*	2
Dumbell Storage (Rogue Universal Storage System 2.0 (3-Tier))	2
Bumper Plate set- Rubber Pairs (10, 15, 25, 35, 45lb)(Rogue Echo Bumper plates V2)	3
Olympic Plate set- Metal (2.5, 5, 10, 25, 35, 45lb) (Rogue Olympic Plates)	2
Change Plate set- Rubber coated (1.25, 2.5, 5.0, and 10lb)	2
Olympic Bar 15kg (Rogue Bella Bar 2.0)	2
Curl Bar (30lb) Rogue Curl bar	2
Hex Bar (Rogue TB-2 Trap bar)	2
Bar Collars/ Clamps x2 sets (Rogue HG 2.0 Collars Pair)	6
Hex Head Dumbbell set- rubber (10lb to 80lb in 5lb increments) (Rogue rubber Hex head)	2
Battle Rope (1.5" x 40-50') (Rogue 45' Sheathed Conditioning Rope)	2
Slam Ball (20lb) (Rogue Echo Slam ball) (Perform Better Extreme Jam Ball)	4
Jump Ropes (Rogue speed rope)	6
Dip Station (Rogue Monster Lite Matador dip bar attatchment)	2
Dip bar holder (Rogue Monster Lite Matador wall mount)	2
Olympic Bars x2 at 20kg (Rogue Echo Bar)	3
Kettle Bell set (12, 16, 20, 24, 28 kg) (Rogue Kettlebell -E Coat) (Perform Better First Place Gravity)	2
Dumbbell Weight Rack; *Model to fit station gym*	2
Stationary Bike (Keiser M3i) Model 5501	2
Assault Bike (Assault Fitness assault bike pro)	3
Dual Cable Cross/ Functional Trainer (Free Motion Genesis G624)	2

Treadmill (Freemotion T10.9B Reflex)	3
Ski Erg (Concept 2 Ski Erg with floor stand)	2
Rower (Concept 2 RowERG Model D PM5 monitor black)	3
TRX SuspensionTrainer	2
SandBag (60lb) Brute Force (Brute Force classic Sandbag kit)	2
Bosu Ball/ Stability Ball (65cm diameter)	2
Cable Cross Tricep Rope Attachment	2
Cable Cross Straight (multi-purpose) Bar Attachment	2
Cable Cross Handle Attachments	2
Adjustable Slant Board (calf stretch)	2
Perfect Push Up Set	2
Ab Wheel	2
Medicine Ball set with Rack(4,6,8,10,12lb) (Perfrom better First Place elite Med Ball set)	2
Dyna Max ball 20lb	4
Stability Ball (65cm) (Thera-band pro series stability ball)	2
Weight Vest (44lb)	4
Exercise Mats (blk 72") (Perform Better First Place Fitness Mats #3012-72)	8
Ab Mats (Original Ab mat)	4
Yoga Mats (70-72")	8
Foam Rollers (36") (Perform Better Elite Foam Roller-#2201-03)	4
Foam Rollers (18") (Perform Better Elite Foam Roller- #2201-18)	2
Super Bands (for pull ups- .5", 1", 1.5", and 2") (First Place Super Bands)	4
Mini-Bands (green and blue) (First Place mini bands #1219-02 and #1219-03)	4
Exercise Mat Wall Hanger (Perform Better Adjustable Wall Mat Rack #3015-01	3
Sled (Torque Tank M1 Push Sled) SKU XTTM1-RPH	2
Stair climber (Matix Endurance LED Climbmill Graphite)Model number CM-ES-LED	2
Matrix Performance Ascent Trainer	2

App Bay (G.C. Purchase and Installation)	
Gear Grids	24
Pressure Washer	1
Air Compressor	1

Classroom/Training (G.C. Purchase and Installation)	
8' Tables	TBD
Desk Chairs	16
10' White Boards	6
Office Desk	TBD