SONOMA COUNTY WASTE MANAGEMENT AGENCY

Meeting of the Board of Directors

October 15, 2026

REGULAR MEETING

Regular Session will begin at 9:00 a.m.

Estimated Ending Time 11:30 a.m.

Zero Waste Sonoma Board Chambers
195 Concourse Blvd., Suite B
Santa Rosa, CA

Meeting will also streamed via Zoom:
https://sonomacounty.zoom.us/j/92248855470?pwd=OFFVNUliWVh5Wk5SSzVyWWdWbndjdz09

Webinar ID: 922 4885 5470
US: +1 669 444 9171
Passcode: 157476

Meeting Agenda and Documents

ZERO WASTE SONOMA

Meeting of the Board of Directors

October 15, 2026

REGULAR MEETING
Regular Session will begin at 9:00 a.m.

Table of Contents

Description		Page
Agenda		1
Agenda Notes		3
Item 4.1:	Minutes of the August 20, 2026 Regular Meeting	4
Item 4.2:	August, September, October, and November 2026 Outreach Calendar	8
Item 4.3:	Fourth Amendment to E-Waste Handling Agreement with Recology Sonoma Marin	10
Item 5:	Award of Construction Manager at Risk Contract to Swinerton Builders for the Household Hazardous Waste Facility at 5885 Pruitt Avenue, Windsor and Budget Adjustment	26
Item 6:	2025–26 State Legislative Update	415

Note: This packet is 421 pages total

Zero Waste Sonoma

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PUBLIC COMMENT:
Public comment may be submitted via recorded voice message or email. Public comment may also be made by "raising your hand" using the Zoom platform.

Voice recorded public comment: To submit public comment via recorded message, please call 707-565-4432 by 5:00 pm Wednesday, October 14th. State your name and the item number(s) on which you wish to speak. The recordings will be limited to two minutes. These comments may be played or read at the appropriate time during the board meeting.

Email public comment: To submit an emailed public comment to the Board please email leslie.lukacs@sonoma-county.org and provide your name, the number(s) on which you wish to speak, and your comment. These comments will be emailed to all Board members and can be provided anytime leading up to and throughout the meeting.

COMMITMENT TO CIVILITY: The ZWS Board of Directors has a commitment to civility. To assure civility in its public meetings, the public is encouraged to engage in respectful dialogue that supports freedom of speech and values diversity of opinion. Board Members, staff, and members of the public are expected to establish and maintain a cordial and respectful atmosphere during discussions; and foster meaningful dialogue free of personal attacks. Members of the public must also adhere to the speaking time limit. Any commenters in violation of civility standards will be disconnected.

Agenda

Item

1. Call to Order

2. Agenda Approval

3. Public Comments (items not on the agenda)

Consent (w/attachments)

4.1 Minutes of the August 20, 2026 Regular Meeting
4.2 August, September, October, and November 2026 Outreach Calendar
4.3 Fourth Amendment to E-Waste Handling Agreement with Recology Sonoma Marin

Regular Calendar

5. Award of Construction Manager at Risk Contract to Swinerton Builders for the Household Hazardous Waste Facility at 5885 Pruitt Avenue, Windsor and Budget Adjustment [Lukacs]

6. 2025–26 State Legislative Update [Lukacs]

7. Boardmember Comments – NO ACTION

8. Executive Director Report – VERBAL REPORT

9. Staff Comments – NO ACTION

10. Next ZWS meeting: November 19, 2026

11. Adjourn Meeting

Consent Calendar: These matters include routine financial and administrative actions and are usually approved by a single majority vote. Any Boardmember may remove an item from the consent calendar.

Regular Calendar: These items include significant and administrative actions of special interest and are classified by program area. The regular calendar also includes "Set Matters," which are noticed hearings, work sessions and public hearings.

Public Comments: Pursuant to Rule 6, Rules of Governance of the Sonoma County Waste Management Agency/Zero Waste Sonoma, members of the public desiring to speak on items that are within the jurisdiction of the Agency shall have an opportunity at the beginning and during each regular meeting of the Agency. When recognized by the Chair, each person should give his/her name and address and limit comments to 3 minutes. Public comments will follow the staff report and subsequent Boardmember questions on that Agenda item and before Boardmembers propose a motion to vote on any item.

Disabled Accommodation: If you have a disability that requires the agenda materials to be in an alternative format or requires an interpreter or other person to assist you while attending this meeting, please contact the Zero Waste Sonoma Office at 195 Concourse Blvd, Suite B, Santa Rosa, (707) 565-3788, at least 72 hours prior to the meeting, to ensure arrangements for accommodation by the Agency.

Noticing: This notice is posted 72 hours prior to the meeting on the internet at www.zerowastesonoma.gov

195 Concourse Blvd, Ste B Santa Rosa, California 95403 Phone: 707/565-3579 www.zerowastesonoma.gov

To: Zero Waste Sonoma Board Members

From: Leslie Lukacs, Executive Director

Subject: October 15, 2026 Board Meeting Agenda Notes

Consent Calendar
These items include routine financial, informational and administrative items and **staff recommends that they be approved en masse by a single vote.** Any Board member may remove an item from the consent calendar for further discussion or a separate vote by bringing it to the attention of the Chair.

4.1 Minutes of the August 20, 2026 Meeting
4.2 August, September, October, and November 2026 Outreach Calendar
4.3 Fourth Amendment to E-Waste Handling Agreement with Recology Sonoma Marin

5. Award of Construction Manager at Risk Contract to Swinerton Builders for the Household Hazardous Waste Facility at 5885 Pruitt Avenue, Windsor and Budget Adjustment. On July 16, 2026, ZWS Board authorized issuance of a Request for Proposals (RFP) for a Construction Manager at Risk (CMAR) for the project. ZWS received four proposals in response to the RFP from Swinerton Builders, Unger Construction, Overaa & Co., and The Whiting-Turner Contracting Company. Based on the combined evaluation of the written proposals and interviews, Swinerton Builders received the highest overall ranking **Staff Recommendation:** Staff recommend the Board to: 1)Award a contract a Construction Manager at Risk (CMAR) Agreement with Swinerton Builders (Swinerton) for preconstruction services, in the amount of $406,198, for the Household Hazardous Waste (HHW) Facility Project located at 5885 Pruitt Avenue in Windsor; and delegate authority to the Executive Director to execute the contract and any other related or required documents; and 2) Authorize a contingency up to 10%, in the amount of $40,620, for a total value of $446,818.

6.2025-26 Legislative Update. Zero Waste Sonoma monitors state legislation that may affect the Agency and its member jurisdictions that relates to solid waste and recycling programs, household hazardous waste management, organics recovery, extended producer responsibility (EPR), and implementation of state mandates. The 2025–26 Legislative Session concluded with the Governor's September 30, 2026 deadline to sign or veto legislation. A number of bills affecting solid waste, recycling, organics, hazardous materials, product stewardship, and local government responsibilities were signed into law. **Staff Recommendation:** The Board receives this informational presentation

Agenda Item #: 4.1

Minutes of August 20, 2026 Meeting

Zero Waste Sonoma met on August 20, 2026, at the City of Santa Rosa Council Chambers, 100 Santa Rosa Ave., Santa Rosa, California.

Board Members Present:

City of Cloverdale – Andrés Marquez
City of Cotati – ABSENT
City of Healdsburg – Larry Zimmer
City of Petaluma – Patrick Carter
City of Rohnert Park – Emily Sanborn
City of Santa Rosa – Dan Hennessey
City of Sebastopol – Sandra Maurer
City of Sonoma – Jack Ding
County of Sonoma – Glenn Morelli
Town of Windsor – JB Leep

Staff Present:

Counsel: Ethan Walsh
Staff: Leslie Lukacs, Thora Collard, Xinci Tan, Courtney Scott, Sloane Pagal, Kristen Sales, Rajesh Jyothiswaran, Amber Johnson
Agency Clerk: Amber Johnson

1. Call to Order Regular Meeting

Regular session was called to order at 9:01 a.m.

Introductions

2. Agenda Approval

Motion: For approval of the agenda.

First: City of Sonoma – Jack Ding
Second: City of Petaluma – Patrick Carter

Vote Count:

City of Cloverdale – Andrés Marquez
City of Cotati – ABSENT
City of Healdsburg – Larry Zimmer
City of Petaluma – Patrick Carter
City of Rohnert Park – Emily Sanborn
City of Santa Rosa – Dan Hennessey
City of Sebastopol – Sandra Maurer
City of Sonoma – Jack Ding
County of Sonoma – Glenn Morelli
Town of Windsor – JB Leep

AYES -9- NOES -0- ABSENT -1- ABSTAIN -0-
Motion passed.

3. Public Comments (items not on the agenda)

- None

DRAFT

4. **Consent** (w/attachments)

4.1 Minutes of the July 16, 2026 Regular Meeting
4.2 July, August, and September 2026 Outreach Calendar
4.3 Zero Waste Sonoma FY 2024-25 Audit of Financial Statements
4.4 Budget Adjustment to the FY 26/27 Budget for Rollover Projects from FY 25/26
4.5 Zero Waste Sonoma Regular Meeting Location Change

Board Comments:

- None

Public Comments:

- None

Motion: For approval of the consent calendar.

First: City of Petaluma – Patrick Carter
Second: City of Healdsburg – Larry Zimmer

Vote Count:

City of Cloverdale – Andrés Marquez
City of Cotati – ABSENT
City of Healdsburg – Larry Zimmer
City of Petaluma – Patrick Carter
City of Rohnert Park – Emily Sanborn
City of Santa Rosa – Dan Hennessey
City of Sebastopol – Sandra Maurer
City of Sonoma – Jack Ding
County of Sonoma – Glenn Morelli
Town of Windsor – JB Leep

AYES -9- NOES -0- ABSENT -1- ABSTAIN -0-
Motion passed.

Regular Calendar

5. **Presentation and Conclusion of the Food Service Ware Technical Assistance Project with Cascadia Consulting Group, Inc. [Pagal]**

Board Comments/Action Items:

- Helping businesses understand how to properly sort products will ultimately contribute to the bigger picture.
- Why were larger online retailers not contacted as part of this project?
- How are reusables being washed and sanitized at the end of events?
- Are reusable products required to meet Health Department requirements for commercial dishwashing?
- Given the increase in the grant award amount, why was there not a corresponding increase in participation?
- Are there plans to implement enforcement or penalties?
- Most of the businesses visited were local, while larger businesses were visited later in the project. What was the rationale for engaging larger chains later in the project?
- There are good recommendations in the report. Can you share it with Circular Action Alliance (CAA)?
- Is there a plan to continue or expand this project?

- This is a very noble cause, and it is a large undertaking. It is important to continue this work.
- Outreach to large online retailers would be a valuable addition to the project.
- Where were businesses purchasing their single-use products?

Public Comments:

- None

6. Final Report on the USDA Composting and Food Waste Reduction Grant Project [Tan]

Board Comments/Action Items:

- Is there a date scheduled for the countywide convening?
- Are there any points of distribution existing in Cloverdale?
- Community education is important to help residents understand how food pantries support the community while also helping to reduce food waste.
- Does SB 1383 address greenhouse gas emissions associated with food recovery?
- It is impressive to see the grant funding going to such good use.
- What was Zero Waste Sonoma's role in this project and how will it continue?
- Does the USDA have data on how many people benefited from the grant project?
- Has CalRecycle provided any indication of additional funding opportunities in the future?
- How will ZWS prioritize and allocate existing funding through November?

Public Comments:

- None

7. Introduction to Senate Bill (SB) 54 – Plastic Pollution Prevention and Packaging Producer Responsibility Act [Lukacs]

Board Comments/Action Items:

- Who does this program report to?
- If a hauler and jurisdiction are engaged in franchise negotiations, is there a preauthorization process for reimbursable costs?
- How is Zero Waste Sonoma tracking labor?
- What is the role of the midsize manufacturers who use packaging that isn't compliant?
- Where is the exemption found?
- Is there a product compliance list?
- What is the role of the midsize producers and are there exemptions?
- Will the list of covered materials be in the draft plan?
- When will the waste characterization study be presented?
- What influence may Circular Action Alliance (CAA) have on the individual packaging producers?
- Have there been any discussions about improving the size and visibility of recycling labels on products?

Public Comments:

- None

DRAFT

8. **Boardmember Comments** – NO ACTION

9. **Executive Director Report** – VERBAL REPORT

10. **Staff Comments**

- Next meeting will be held at our new location, 195 Concourse Blvd, Suite B Santa Rosa, CA 95403.

11. **Next ZWS meetin**g: September 17, 2026

12. **Adjourn:** 10:42 a.m.

Submitted by: Amber Johnson

DRAFT

Agenda Item #: **4.2**
Agenda Date: **10/15/2026**

ITEM: August, September, October, November 2026 Outreach Calendar

August 2026 OUTREACH

Start date	End date	Start time	End time	Event
8/1/26	8/1/26	11:00 AM	1:00 PM	Graton Rancheria Repair Fair
8/4/26	8/4/26	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa - West)
8/5/26	8/5/26	5:00 PM	9:00 PM	Farmers Market (Santa Rosa)
8/7/26	8/16/26	10:00 AM	9:00 PM	Wednesday Night Market (Santa Rosa)
8/11/26	8/11/26	4:00 PM	8:00 PM	HHW Collection Event (Petaluma)
8/15/26	8/15/26	12:00 PM	3:00 PM	Petaluma Blacks for Community Development Annual Community Picnic
8/15/26	8/15/26	9:00 AM	5:00 PM	Oakmont Mattress Collection Event
8/15/26	8/16/26	9:00 AM	5:00 PM	Oakmont E-Waste Recycling Event
8/18/26	8/18/26	3:00 PM	8:00 PM	HHW Collection Event (Cloverdale)
8/22/26	8/22/26	9:00 AM	1:00 PM	HHW Collection Event (The Sea Ranch)
8/25/26	8/25/26	4:00 PM	8:00 PM	HHW Collection Event (Larkfield)

September 2026 OUTREACH

Start date	End date	Start time	End time	Event
9/1/26	9/1/26	4:00 PM	8:00 PM	HHW Collection Event (Sonoma)
9/8/26	9/8/26	4:00 PM	8:00 PM	HHW Collection Event (Oakmont)
9/15/26	9/15/26	4:00 PM	8:00 PM	HHW Collection Event (Sebastopol)
9/19/26	9/19/26	10:00 AM	1:00 PM	Repair Fair (Healdsburg)
9/22/26	9/22/26	4:00 PM	8:00 PM	HHW Collection Event (Windsor)
9/29/26	9/29/26	4:00 PM	8:00 PM	HHW Collection Event (Rohnert Park)

October 2026 OUTREACH

Start date	End date	Start time	End time	Event
10/2/26	10/4/26	9:00 AM	5:00 PM	Windsor E-Waste Recycling Event
10/3/26	10/3/26	9:00 AM	5:00 PM	Windsor Mattress Collection Event
10/3/26	10/3/26	11:00 AM	7:00 PM	Many Moons Festival (Sebastopol)
10/3/26	10/3/26	10:00 AM	3:00 PM	Sonoma Ecology Center Harvest Festival
10/6/26	10/6/26	4:00 PM	8:00 PM	HHW Collection Event (Kenwood)
10/11/26	10/11/26	9:00 AM	12:00 PM	Compost Giveaway Event (Sebastopol)
10/11/26	10/11/26	11:00 AM	2:00 PM	Children's Jamoree & Marketplace (Santa Rosa)
10/13/26	10/13/26	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa - East)
10/16/26	10/18/26	9:00 AM	5:00 PM	Cloverdale E-Waste Recyclng Event
10/17/26	10/17/26	9:00 AM	5:00 PM	Cloverdale Mattress Collection Event
10/17/26	10/17/26	10:00 AM	1:00 PM	Reuse & Repair Fair (Rohnert Park)
10/20/26	10/20/26	4:00 PM	8:00 PM	HHW Collection Event (Guerneville)
10/22/26	10/22/26	3:30 PM	5:30 PM	SRJC Green Living Fair
10/27/26	10/27/26	4:00 PM	8:00 PM	HHW Collection Event (Healdsburg)

November 2026 OUTREACH

Start date	End date	Start time	End time	Event
11/3/26	11/3/26	4:00 PM	8:00 PM	HHW Collection Event (Petaluma)
11/10/26	11/10/26	4:00 PM	8:00 PM	HHW Collection Event (Santa Rosa - West)
11/14/26	11/14/26	10:00 AM	1:00 PM	Repair Fair (Santa Rosa)
11/17/26	11/17/26	3:00 PM	8:00 PM	HHW Collection Event (Cloverdale)
11/20/26	11/22/26	9:00 AM	5:00 PM	Santa Rosa E-Waste Recycling Event
11/21/26	11/21/26	10:00 AM	1:00 PM	Repair Fair (Petaluma)

Agenda Item #: **4.3**
Staff Contact**:** **Scott**
Agenda Date: **10/15/2026**
Approved By: LL

ITEM: FOURTH AMENDMENT TO E-WASTE HANDLING AGREEMENT WITH RECOLOGY SONOMA MARIN

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Staff recommends the Board authorize the Executive Director to execute the Fourth Amendment to the E-Waste Handling Services Agreement.

II. BACKGROUND

Recology Sonoma-Marin ("Recology") acquired the E-Waste Handling Agreement in November 2017 when they entered into an assignment and assumption agreement with Zero Waste Sonoma ("ZWS") and The Ratto Group. The agreement had an original expiration date of February 11, 2018 and the assignment extended the expiration date to February 11, 2019.

In December 2018, ZWS entered into a Second Amendment to the E-Waste Handling Agreement with some notable changes. The scope of work changed from providing all handling services, including internal transportation between transfer stations, sorting, packaging, and loading, to only providing roll-offs for collection and internal transportation between the transfer stations and the e-waste consolidation area. Based on this, the Second Amendment also adjusted the pricing structure and extended the term of the agreement to December 31, 2021.

In November of 2021, ZWS entered into a Third Amendment to the E-Waste Handling Agreement that extended the contract by five years with no additional changes. The Third Amendment expires on December 31, 2026.

III. DISCUSSION

Recology is contracted with Republic Services to perform transfer station operations and is therefore considered to be the sole source option for the E-Waste Handling Agreement. The contract between Recology and Republic Services terminates in 2033 with the opportunity for extensions. Recology's access, equipment, and staff have met the needs of the past E-Waste Handling Agreements and Amendments with ZWS.

The Fourth Amendment includes an extension of the term through December 31, 2031, and CPI adjustments. The proposed CPI applies to the Truck and Labor Component, not the Fuel Component, and includes a 5% rate increase for calendar year 2027 and an annual CPI of up to 3% after 2027. The Fuel Component language remains unchanged and occurs twice a year.

The Fourth Amendment also clarifies the types and quantities of bins required for service. The requirement for 20 bins was replaced with a requirement for a replacement bin to become available as soon as one fills up and to ensure uninterrupted service. Similarly, the term "water-proof" was

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replaced with “closed top and leak-proof.” Lastly, Exhibit A, Section 8 (i) was removed which previously stated, “if Contractor deems it reasonably necessary to ensure adequate E-waste storage capacity at the transfer stations, provide additional roll-off bins, in which case Agency shall pay Contractor’s standard rental rate for such bins ($121.00 per 50 CY roll-off bin per month).”

IV. FUNDING IMPACT

In FY 25-26, ZWS spent a total of $40,092.56 on Recology’s e-waste services. Staff budgeted $45,000 for e-waste handling and transportation for FY 26-27.

V. ATTACHMENTS

Fourth Amendment to E-Waste Handling Agreement
Third Amendment to E-Waste Handling Agreement
Second Amendment to E-Waste Handling Agreement (including Exhibit A, Scope of Work)
Resolution

FOURTH AMENDMENT TO AGREEMENT FOR E-WASTE HANDLING SERVICES AT SONOMA COUNTY DISPOSAL SITES

This Fourth Amendment to Agreement for E-Waste Handling Services ("Fourth Amendment") is made as of the 15th day of October 2026, by the Sonoma County Waste Management Agency ("Agency") and Recology Sonoma Marin ("Contractor").

RECITALS

A. Agency and The Ratto Group of Companies, Inc. ("TRG") entered into that certain Agreement for E-Waste Handling Services (the "Agreement") dated November 18, 2015; and

B. Agency and TRG entered into a First Amendment of the Agreement for E-Waste Handling Services ("First Amendment") on November 16, 2016 to extend the term of the Agreement to February 11, 2018; and

C. Agency, TRG and Contractor entered into an Assignment and Assumption Agreement ("Assignment") on November 15, 2017 in which Contractor accepted the Agreement as amended by the First Amendment and extended the term of the Agreement to February 11, 2019; and

D. Agency and Contractor entered into a Second Amendment of the Agreement for E-Waste Handling Services ("Second Amendment") on December 19, 2018 that changed the scope of work, compensation, and extended the term of the Agreement to December 31, 2021; and

E. Agency and Contractor entered into a Third Amendment of the Agreement for E-Waste Handling Services ("Third Amendment") on November 18, 2021 that extended the term of the Agreement to December 31, 2026; and

F. The parties wish to extend the Agreement and make certain other amendments as set forth herein.

AMENDMENT

1. Amendment to Section 2.1. Section 2.1 of the Agreement is hereby amended in its entirety to read as follows:

> "2.1 Truck and labor component. Truck and labor component shall encompass all transportation and labor expenses (i.e. truck, driver, admin, etc.) associated with services as set forth herein. The initial components effective January 1, 2027, reflecting a one-time five percent (5%) adjustment to the truck and labor components then in effect, shall be as follows:

a. From Annapolis Transfer Station: $866.72
b. From Central Transfer Station: $354.30
c. From Guerneville Transfer Station: $511.79
d. From Healdsburg Transfer Station: $472.41
e. From Sonoma Transfer Station: $196.84

Beginning January 1, 2028, and each January 1 thereafter, each truck and labor component shall be adjusted based on the percentage change in the Consumer Price Index ("CPI"), All Urban Consumers, San Francisco-Oakland-Hayward (Series ID: CUURS49BSA0), from December of the second preceding calendar year to December of the immediately preceding calendar year; provided, however, that no annual increase shall exceed three percent (3%) and no annual adjustment shall result in a decrease to the truck and labor component. For the avoidance of doubt, no additional CPI adjustment shall apply on January 1, 2027."

2. Amendment to Section 3. Section 3 of the Agreement is hereby amended in its entirety to read as follows:

"3. Term of Agreement. The term of this Agreement shall commence on the Effective Date and terminate on December 31, 2031, unless terminated earlier in accordance with the provisions of Article 4 below or Exhibit A, and provided that Contractor may terminate this Agreement without cause upon ninety (90) days prior written notice to Agency."

3. Amendment to Exhibit A, Section 2. Section 2 of Exhibit A is hereby amended in its entirety to read as follows:

"Exhibit A, Section 2. Contractor shall provide closed-top and leak-proof roll-off bins and containerize E-waste in such bins. If a bin is damaged during transport or by a third-party processor such that it is no longer closed-top, leak-proof, or otherwise suitable for handling E-waste, Contractor shall promptly remove the bin from service and provide a compliant replacement. Contractor shall repair the damaged bin within thirty (30) days."

4. Amendment to Exhibit A, Section 8. Section 8 of Exhibit A is hereby amended in its entirety to read as follows:

"Exhibit A, Section 8. Contractor shall, at no additional cost to Agency, provide and maintain a sufficient number of bins at each transfer station to allow for continuous collection of E-waste from the public. Whenever a bin is full or removed from a transfer station, Contractor shall ensure that a replacement bin is available so that collection is not interrupted. Should the Agency's recycling contractor be unable to process E-waste in a timely manner, Contractor may, if Contractor reasonably determines that alternate storage or processing is necessary to prevent a regulatory or contractual violation,

deliver E-waste to the Central Landfill for temporary storage or to an alternate processor to be designated by Agency (or, if Agency fails to designate such a processor within five (5) business days of Contractor's request, by Contractor). In such event, Agency shall pay the alternate processor for the reasonable and documented cost of processing and pay Contractor a mutually agreed transport fee (or, in the case of transport to the Central Landfill, the transport fee in accordance with this Agreement).

5. No Other Changes. Except as amended by this Fourth Amendment, all other terms and conditions in the Agreement as amended shall remain unchanged and shall continue on in full force and effect. In the event of any conflict between this Fourth Amendment and the Agreement or any prior amendment, this Fourth Amendment shall control.

IN WITNESS WHEREOF, the parties have executed this Fourth Amendment to Agreement for E-Waste Handling Services on the day and year first above written.

AGENCY:

SONOMA COUNTY WASTE MANAGEMENT AGENCY

By:_____
Leslie Lukacs, Executive Director

Date: _____

CONTRACTOR:

RECOLOGY SONOMA MARIN

By:_____
Salvatore M. Coniglio, CEO

Date: _____

APPROVED AS TO FORM:

By:_____
Ethan Walsh, Agency Counsel

DocuSign Envelope ID: 7844A92E-263A-4E33-B665-E1444A23276B

THIRD AMENDMENT TO AGREEMENT FOR E-WASTE HANDLING SERVICES AT SONOMA COUNTY DISPOSAL SITES

This Third Amendment to Agreement for E-Waste Handling Services ("Third Amendment") is made as of the 18th day of November, 2021, by the Sonoma County Waste Management Agency, also known as Zero Waste Sonoma, ("Agency") and Recology Sonoma Marin ("Contractor").

RECITALS

A. Agency and The Ratto Group of Companies, Inc. ("TRG") entered into that certain Agreement for E-Waste Handling Services (the "Agreement") dated November 18, 2015; and

B. Agency and TRG entered into a First Amendment of the Agreement for E-Waste Handling Services ("First Amendment") on November 16, 2016 to extend the term of the Agreement to February 11, 2018; and

C. Agency, TRG and Contractor entered into an Assignment and Assumption Agreement ("Assignment") on November 15, 2017 in which Contractor accepted the Agreement as amended by the First Amendment and extended the term of the Agreement to February 11, 2019; and

D. Agency and Contractor entered into a Second Amendment of the Agreement for E-Waste Handling Services ("Second Amendment") on December 19, 2018 that changed the scope of work, compensation, and extended the term of the Agreement to December 31, 2021; and

E. The parties wish to extend the Agreement as set forth herein.

AMENDMENT

1. Amendment to Section 3. Section 3 of the Agreement is hereby amended in its entirety to read as follows:

> "3. Term of Agreement. The term of this Agreement shall commence on the Effective Date and terminate on December 31, 2026, unless terminated earlier in accordance with the provisions of Article 4 below or Exhibit A, and provided that Contractor may terminate this Agreement without cause upon ninety (90) days prior written notice to Agency."

2. No Other Changes. Except as amended by this Third Amendment, all other terms and conditions in the Agreement shall remain unchanged and shall continue on in full force and effect.

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IN WITNESS WHEREOF, the parties have executed this Third Amendment to Agreement for E-Waste Handling Services on the day and year first above written.

AGENCY:

SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: Leslie Lukacs
Leslie Lukacs, Executive Director

Date: Dec 1, 2021

CONTRACTOR:

RECOLOGY SONOMA MARIN

DocuSigned by:
By: Salvatore M. Coniglio
444C41D60A26433...
Salvatore M. Coniglio, CEO

Date: 11/22/2021 | 3:16 PM PST

APPROVED AS TO FORM:

By: Ethan Walsh
Ethan Walsh (Dec 1, 2021 11:41 PST)
Ethan Walsh, Agency Counsel

Recology Signature E-Waste Handling 2021 3rd Amendment

Final Audit Report 2021-12-01

Created:	2021-12-01
By:	Courtney Scott (Courtney.Scott@sonoma-county.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAEF7IOCcdHmn6Of4K70Zh8JGWAEQM6a8T

"Recology Signature E-Waste Handling 2021 3rd Amendment" History

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SECOND AMENDMENT TO AGREEMENT FOR E-WASTE HANDLING SERVICES AT SONOMA COUNTY DISPOSAL SITES

This Second Amendment to Agreement for E-Waste Handling Services ("Second Amendment") is made as of the 19th day of December, 2018, by the Sonoma County Waste Management Agency ("Agency") and Recology Sonoma Marin ("Contractor").

RECITALS

A. Agency and The Ratto Group of Companies, Inc. ("TRG") entered into that certain Agreement for E-Waste Handling Services (the "Agreement") dated November 18, 2015; and

B. Agency and TRG entered into a First Amendment of the Agreement for E-Waste Handling Services ("First Amendment") on November 16, 2016 to extend the term of the Agreement to February 11, 2018; and

C. Agency, TRG and Contractor entered into an Assignment and Assumption Agreement ("Assignment") on November 15, 2017 in which Contractor accepted the Agreement as amended by the First Amendment; and

D. The Assignment extended the term of the Agreement to February 11, 2019; and

E. The parties wish to amend and extend the Agreement as set forth herein.

AMENDMENT

1. Amendment to Section 2. Section 2 of the Agreement is hereby amended in its entirety to read as follows:

"2. Compensation. Contractor shall be paid per Haul upon monthly submission of bill of ladings (BOLs) and invoices. A haul ("Haul") shall be defined as the transfer of a roll-off bin containing E-waste from Annapolis, Central, Guerneville, Healdsburg, and Sonoma Transfer Stations to the E-waste consolidation area at the Sonoma Transfer Station, or such other location as may be designated in accordance with Section 8(ii) of Exhibit A, once a roll-off bin is at least 2/3 full or if the contents require transportation to comply with regulatory requirements or the terms of Contractor's agreement with Republic, whichever comes first.

Payment shall be calculated as follows for delivery of E-waste to the Sonoma Transfer Station E-waste consolidation area:

2.1 Truck and labor component. Truck and labor component shall encompass all transportation and labor expenses (i.e. truck, driver, admin, etc.) associated with services as set forth herein. The initial components (as of February 12, 2019) shall be as follows:

a. From Annapolis Transfer Station: $688.00
b. From Central Transfer Station: $281.25
c. From Guerneville Transfer Station: $406.25
d. From Healdsburg Transfer Station: $375.00
e. From Sonoma Transfer Station: $156.25

Each truck and labor component shall thereafter be adjusted each January 1 based on the change in the Consumer Price Index ("CPI"), All Urban Consumers, San Francisco-Oakland-Hayward (Series ID: CUURS49BSA0), provided that in no case shall such adjustment exceed three percent (3%) in any one-year period. CPI shall be determined pursuant to a ratio, the denominator of which is the CPI for the last calendar month immediately preceding the prior adjustment date, and the numerator of which is the CPI for the calendar month immediately preceding the then current adjustment date, except for purposes of the first adjustment date, the denominator shall be the CPI for the last calendar month immediately preceding the commencement date and the numerator of which is the CPI for the calendar month immediately preceding the first adjustment date.

2.2 Fuel component. The fuel component shall initially (as of February 12, 2019) be calculated based on $3.973 per gallon, and shall thereafter be recalculated bi-annually (January 1 and July 1 each year this agreement is effective) based on California No 2 Diesel Ultra Low Sulfur (0-15 ppm) Retail Prices (dollars per gallon) for November and May, respectively, in each case using an average of six miles per gallon and the travel mileage indicated below.

2.3 Travel mileage. Travel mileage shall include round trip and shall be set as follows:

a. From Annapolis Transfer Station: 173
b. From Central Transfer Station: 39
c. From Guerneville Transfer Station: 92
d. From Healdsburg Transfer Station: 92
e. From Sonoma Transfer Station: 0.5

2.4 Starting rate per haul. Payment shall be calculated as the sum of the truck and labor component and the fuel component, each adjusted as provided above. Prices per haul shall start (as of February 12, 2019) as follows:

a. From Annapolis Transfer Station: $802.55
b. From Central Transfer Station: $307.07
c. From Guerneville Transfer Station: $467.17
d. From Healdsburg Transfer Station: $435.92
e. From Sonoma Transfer Station: $162.21"

2. Amendment to Section 3. Section 3 of the Agreement is hereby amended in its entirety to read as follows:

"3. Term of Agreement. The term of this Agreement shall commence on the Effective Date and terminate on December 31, 2021, unless terminated earlier in accordance with the provisions of Article 4 below or Exhibit A, and provided that Contractor may terminate this Agreement without cause upon ninety (90) days prior written notice to Agency.

3. Amendment to Exhibit A. Exhibit A of the Agreement is hereby amended in its entirety to read as attached.

4. No Other Changes. Except as amended by this Second Amendment, all other terms and conditions in the Agreement shall remain unchanged and shall continue on in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement for E-Waste Handling Services on the day and year first above written.

AGENCY:

SONOMA COUNTY WASTE MANAGEMENT AGENCY

By: _____
Chair

Date: 12/19/2018

CONTRACTOR:

RECOLOGY SONOMA MARIN

By: _____
Michael J. Sangiacomo, President & CEO

Date: _____

APPROVED AS TO FORM:

By: _____
Ethan Walsh, Agency Counsel

2. Amendment to Section 3. Section 3 of the Agreement is hereby amended in its entirety to read as follows:

"3. Term of Agreement. The term of this Agreement shall commence on the Effective Date and terminate on December 31, 2021, unless terminated earlier in accordance with the provisions of Article 4 below or Exhibit A, and provided that Contractor may terminate this Agreement without cause upon ninety (90) days prior written notice to Agency.

3. Amendment to Exhibit A. Exhibit A of the Agreement is hereby amended in its entirety to read as attached.

4. No Other Changes. Except as amended by this Second Amendment, all other terms and conditions in the Agreement shall remain unchanged and shall continue on in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement for E-Waste Handling Services on the day and year first above written.

AGENCY:

SONOMA COUNTY WASTE MANAGEMENT AGENCY

By:_____
Susan Klassen, Interim Executive Director

Date: _____

CONTRACTOR:

RECOLOGY SONOMA MARIN

By:_____
Michael J. Sangiacomo, President & CEO

Date: _____

APPROVED AS TO FORM:

By:_____
Ethan Walsh, Agency Counsel

2. Amendment to Section 3. Section 3 of the Agreement is hereby amended in its entirety to read as follows:

"3. Term of Agreement. The term of this Agreement shall commence on the Effective Date and terminate on December 31, 2021, unless terminated earlier in accordance with the provisions of Article 4 below or Exhibit A, and provided that Contractor may terminate this Agreement without cause upon ninety (90) days prior written notice to Agency.

3. Amendment to Exhibit A. Exhibit A of the Agreement is hereby amended in its entirety to read as attached.

4. No Other Changes. Except as amended by this Second Amendment, all other terms and conditions in the Agreement shall remain unchanged and shall continue on in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Second Amendment to Agreement for E-Waste Handling Services on the day and year first above written.

AGENCY:

SONOMA COUNTY WASTE MANAGEMENT AGENCY

By:_____
Susan Klassen, Interim Executive Director

Date: _____

CONTRACTOR:

RECOLOGY SONOMA MARIN

By:_____
Michael J. Sangiacomo, President & CEO

Date: DEC. 18, 2018

APPROVED AS TO FORM:

By:_____
Ethan Walsh, Agency Counsel

Exhibit A
Scope of Work for
Electronic Waste Handling Services
at Sonoma County Disposal Sites Second Amendment

Agency and Contractor agree to the following terms and conditions regarding the tasks to be performed for Electronic Waste handling at Sonoma County Disposal Sites.

Electronic Waste (E-waste) Collection Responsibilities

1. Contractor shall accept E-waste from the public delivered to Sonoma County Disposal Sites.

2. Contractor shall provide waterproof and leak-proof roll-off bins and containerize E-waste in such bins. Should damages to a bin occur during transport or by the third-party processor, Contractor shall have 30 days to repair the bin.

3. Contractor shall label each bin with a Universal Waste accumulation label detailing:

   a. Accumulation start date (day roll-off was dropped off)
   b. Accumulation location (transfer station where material was collected)
   c. Material type (To be identified as: "Universal Waste – Electronic Device(s)/Universal Waste CRT(s)/Universal Waste-CRT Glass")

4. Contractor shall transport E-waste from transfer stations (Annapolis, Central, Guerneville, Healdsburg, and Sonoma) to the Sonoma Transfer Station E-waste consolidation area. If the Sonoma Transfer Station E-waste consolidation area ceases to be available, Contractor shall transport E-waste from the transfer stations to such other E-waste processing site as may be agreed by Republic and Agency, at rates to be agreed by Agency and Contractor. If Agency and Contractor are unable to agree on such rates, then either party may terminate this Agreement upon thirty (30) days' prior written notice to the other.

5. Contractor shall Haul material to the E-waste consolidation area once a roll-off bin is at least 2/3 full or if the contents require transportation to comply with regulatory requirements or the terms of Contractor's agreement with Republic, whichever comes first.

6. Contractor shall assure that E-waste and roll-offs do not disrupt other functions at the disposal sites.

7. Contractor shall make every effort to assure that E-waste remains unbroken and off the ground in the public drop-off area and during transport. Should E-waste or a CRT be inadvertently broken prior to transport, Contractor is to immediately sweep up the

material or CRT glass and treat it as universal waste. Broken E-waste shall not be disposed of as garbage.

8. Contractor shall provide twenty (20) bins, with two (2) bins intended for each transfer station. Should the Agency's recycling contractor be unable to process E-waste in a timely manner, then Contractor may:

(i) if Contractor deems it reasonably necessary to ensure adequate E-waste storage capacity at the transfer stations, provide additional roll-off bins, in which case Agency shall pay Contractor's standard rental rate for such bins ($121.00 per 50 CY roll-off bin per month); and/or

(ii) if Contractor deems it reasonably necessary to prevent a regulatory or contractual violation, deliver E-waste to the Central Landfill for temporary storage, or to an alternate processor to be designated by Agency (or, if Agency fails to designate such a processor within five (5) business days of Contractor's request, by Contractor). In such event, Agency shall pay the alternate processor for the cost of processing, and pay Contractor a mutually agreed transport fee (or, in the case of transport to the Central Landfill, the transport fee in accordance with this Agreement).

9. Contractor shall make the Agency aware of any issues with the E-waste collection locations or with the recycling contractor.

10. Contractor shall provide appropriate shipping documentation to Agency's recycling contractor. Contractor is to use appropriate shipping documentation between disposal sites. Copies of Bills of Lading shall be provided to Agency's recycling contractor.

Appropriate shipping documents for each roll-off shall include a minimum of:

a. Date of shipment
b. Site shipping from
c. Site shipping to
e. Bin contents (To be identified as: "Universal Waste – Electronic Device(s)/ Universal Waste CRT(s)/Universal Waste-CRT Glass"

11. Monthly reports shall be emailed to the Agency's contract manager by the 7th day of the following month. Reports shall include each shipping document from the prior month. Payment will be withheld until documentation is provided.

12. Contractor shall provide all necessary equipment for employees to perform their duties in a responsible and safe manner.

RESOLUTION NO.: 2026-18

DATED: October 15, 2026

RESOLUTION OF THE SONOMA COUNTY WASTE MANAGEMENT AGENCY, ALSO KNOWN AS ZERO WASTE SONOMA, ("AGENCY") AUTHORIZING THE FOURTH AMENDMENT TO THE AGREEMENT WITH RECOLOGY SONOMA MARIN FOR E-WASTE HANDLING SERVICES

WHEREAS, the Agency and The Ratto Group of Companies, Inc. ("TRG") entered into that certain Agreement for E-Waste Handling Services (the "Agreement") dated November 18, 2015; and

WHEREAS, the Agency and TRG entered into a First Amendment of the Agreement for E-Waste Handling Services ("First Amendment") on November 16, 2016 to extend the term of the Agreement to February 11, 2018; and

WHEREAS, the Agency, TRG and Contractor entered into an Assignment and Assumption Agreement ("Assignment") on November 15, 2017 in which Contractor accepted the Agreement as amended by the First Amendment and extended the term of the Agreement to February 11, 2019; and

WHEREAS, the Agency and Contractor entered into a Second Amendment of the Agreement for E-Waste Handling Services ("Second Amendment") on December 19, 2018 that changed the scope of work, compensation, and extended the term of the Agreement to December 31, 2021; and

WHEREAS, the Agency and Contractor entered into a Third Amendment of the Agreement for E-Waste Handling Services ("Third Amendment") on November 18, 2021 that extended the term of the Agreement to December 31, 2026; and

WHEREAS, the Agency desires to extend the term of this agreement to December 31, 2031.

NOW, THEREFORE, BE IT RESOLVED that the Zero Waste Sonoma Board hereby authorizes the Agency's Executive Director to execute the Fourth Amendment to this Agreement with Recology Sonoma Marin.

MEMBERS:

- -	- -	- -	- -	- -
Cloverdale	Cotati	County	Healdsburg	Petaluma
- -	- -	- -	- -	- -
Rohnert Park	Santa Rosa	Sebastopol	Sonoma	Windsor

AYES: - - NOES: - - ABSENT: - - ABSTAIN: - -

SO ORDERED

The within instrument is a correct copy
of the original on file with this office.

ATTEST: DATE: October 15, 2026

_____

Clerk of Zero Waste Sonoma of the State of California
in and for the County of Sonoma
County of Sonoma

Agenda Item #: **5**
Staff Contact**:** **Lukacs**
Agenda Date: **10/15/2026**
Approved By: **LL**

ITEM: AWARD OF CONSTRUCTION MANAGER AT RISK CONTRACT TO SWINERTON BUILDERS FOR THE HOUSEHOLD HAZARDOUS WASTE FACILITY AT 5885 PRUITT AVENUE, WINDSOR, AND BUDGET ADJUSTMENT

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

1. Award a contract under a Construction Manager at Risk (CMAR) Agreement with Swinerton Builders (Swinerton) for preconstruction services, in the amount of $406,198, for the Household Hazardous Waste (HHW) Facility Project located at 5885 Pruitt Avenue in Windsor; and delegate authority to the Executive Director to execute the contract and any other related or required documents.
2. Authorize a contingency up to 10%, in the amount of $40,620, for a total value of $446,818.

II. BACKGROUND

Zero Waste Sonoma (ZWS) acquired a property located at 5885 Pruitt Avenue in Windsor for development of a new permanent HHW Facility. The facility will be the prime location for ZWS's HHW collection program and is designed to accommodate the safe collection, handling, storage, and transfer of household hazardous waste and other materials managed through ZWS programs. ZWS retained COAR Design Group to provide architectural and engineering services for the project and Sonoma Public Infrastructure (SPI) to provide project management and procurement support. On July 16, 2026, ZWS Board authorized issuance of a Request for Proposals (RFP) for a CMAR for the project. The RFP was subsequently issued by SPI on behalf of ZWS. ZWS remains the Project owner and is responsible for the final selection, award, and execution of the CMAR Agreement.

The CMAR delivery method brings the construction contractor into the project prior to completion of the final construction documents. During the preconstruction phase, the CMAR works with ZWS, project manager, architect, engineers, and other members of the project team to review constructability, refine the construction schedule, evaluate costs, identify project risks, assist with procurement and bid packages, perform value engineering, and develop a Guaranteed Maximum Price (GMP). The RFP specifically requested expertise in preparation and coordination of bid packages, scheduling, cost control, value engineering, preconstruction services, and construction services. The RFP identified an estimated Direct Cost of the Work of $16,768,329, as of July 8, 2026, exclusive of the CMAR's profit, overhead, general conditions, and contingency.

III. DISCUSSION

CMAR Selection Process

The RFP required interested firms to attend a mandatory pre-proposal meeting and site visit at

195 Concourse Blvd., Suite B 100, Santa Rosa, California 95403 **Phone:** 707.565.3579 Visit our website at www.zerowastesonoma.gov

5885 Pruitt Avenue and submit detailed information regarding their qualifications, relevant CMAR experience, project team, preconstruction approach, schedule, cost management, value engineering, risk management, environmental practices, and safety program. Proposals were evaluated using the criteria established in the RFP, which provided for a total of 500 possible points. The evaluation criteria included:

- Relevant project and CMAR experience – 100 points;
- Organizational and management structure, major subcontractors, and key personnel – 100 points;
- Preconstruction phase services and project approach – 75 points;
- Schedule and current work commitments – 75 points;
- Cost, pricing, budget, fee, and value engineering approach – 100 points; and
- Risk management, environmental practices, and safety – 50 points.

The proposal due date was extended to September 9, 2026. ZWS received four proposals in response to the RFP from Swinerton Builders, Unger Construction, Overaa & Co., and The Whiting-Turner Contracting Company. Shortly after submittal, The Whiting-Turner Contracting Company withdrew its proposal due to staffing limitations. The proposals were reviewed and scored by ZWS's selection committee using the evaluation criteria established in the RFP. Following evaluation of the written proposals, all three firms participated in interviews with ZWS's selection committee. The interviews provided an opportunity to further evaluate each firm's proposed project team, understanding of the HHW Facility Project, approach to collaboration with ZWS and the design team, and ability to manage project cost, schedule, risk, and construction. Based on the combined evaluation of the written proposals and interviews, Swinerton Builders received the highest overall ranking shown in Table 1 and is recommended for selection as ZWS's CMAR for the HHW Facility Project.

Table 1: CMAR Ranking

ZWS HHWF CMAR RFP — Supplier Evaluation					
		Supplier 1	Supplier 2	Supplier 3 Name	
		Overaa	*Swinerton*	*Unger Construction*	
#	Evaluation Category	Average Points	Average Points	Average Points	
1	Proposer's Relevant Project and CMAR Experience	72	84	90	
2	Proposer Structure, Management Structure, Major Subcontractors, and Key Personnel	68	90	78	
3	Preconstruction Phase Services and Project Approach	51	57	63	
4	Schedule and Current Work Commitments	57	63	57	
5	Cost, Pricing, Budget, Fee, and Value Engineering Approach	72	80	84	
6	Risk Management, Environmental, and Safety	38	42	40	
	TOTAL WRITTEN PROPOSAL SCORE	358	416	412	

195 Concourse Blvd., Suite B 100, Santa Rosa, California 95403 **Phone:** 707.565.3579 Visit our website at www.zerowastesonoma.gov

Swinerton Builders

Swinerton demonstrated extensive experience with CMAR and other collaborative project delivery methods, public-sector construction, environmental infrastructure, prefabricated building systems, cost estimating, constructability review, and development and management of GMP contracts.

Swinerton reports more than 137 years of construction experience and experience delivering hundreds of CMAR projects nationwide. Its proposal identifies experience with public facilities, environmental infrastructure, wastewater treatment facilities, and prefabricated building systems. Swinerton also has significant experience in Sonoma County. The firm has completed over 30 projects in Santa Rosa representing more than $300 million in construction value and identified employees located within Sonoma County as part of its local project team. The team included dedicated project management, construction management, estimating, preconstruction, scheduling, and field supervision personnel. The proposal also identified Iron Industries as Swinerton's proposed pre-engineered metal building (PEMB) trade partner, an important component of the project because the HHW Facility will utilize a pre-engineered metal building system.

Preconstruction and Guaranteed Maximum Price

Upon execution of the CMAR Agreement and issuance of a Notice to Proceed, Swinerton will begin preconstruction services and work collaboratively with ZWS, SPI, COAR Design Group, and the project consultants. Preconstruction activities are anticipated to include constructability reviews, cost estimating and validation, value engineering, project scheduling, identification of long-lead materials and equipment, subcontractor procurement planning, bid-package development, risk identification and mitigation, and development of the proposed GMP. Swinerton's proposal identifies open-book cost modeling, early trade partner engagement, constructability review, value engineering, procurement planning, and development of a reliable GMP as central elements of its approach.

Because the design of the facility is already substantially advanced, an important early responsibility of the CMAR will be to validate the construction cost estimate and identify opportunities to maintain the project within ZWS's available project budget without compromising critical facility operations, safety, environmental compliance, or long-term functionality.

Following completion of preconstruction services and competitive procurement of the applicable trade packages, Swinerton will prepare a proposed GMP for construction of the project. Approval of this CMAR selection does not constitute approval of the final GMP. The GMP will be established after completion of the required preconstruction, estimating, procurement, and negotiation process under the CMAR Agreement.

IV. FUNDING IMPACT

ZWS's RFP identified an estimated Direct Cost of the Work of $16,768,329, exclusive of the CMAR firm's profit, overhead, general conditions, and contingency. As part of the competitive selection process, each proposer submitted separate pricing for preconstruction services and a CMAR fee for Early Construction Phase Work and Construction Phase Work. Swinerton proposed a preconstruction lump sum of $406,198. Swinerton would then charge a CMAR fee of 4.0% should

the project move into GMP construction phase. Swinerton's $406,198 preconstruction lump sum is divided into two $203,099 milestones: completion of the 50% Construction Document Opinion of Probable Cost and completion of the 100% Construction Document Opinion of Probable Cost.

Although pricing was one of the evaluation criteria, the CMAR procurement was not based solely on lowest price. Cost, pricing, budget, fee, and value engineering represented 100 of the 500 points available under the RFP. Based on the combined evaluation of qualifications, project approach, key personnel, schedule, pricing, risk management, and the interview process, Swinerton received the highest overall ranking and is recommended for award.

As a recap, ZWS is pursuing financing through the County of Sonoma's Landfill Settlement Agreement to fund construction of the HHW Facility. Project expenditures will occur over multiple fiscal years as design, preconstruction, procurement, and construction proceed. Sufficient appropriations for authorized project activities will be included in ZWS's applicable capital project and operating budgets.

V. ATTACHMENTS

1. Swinerton Builders Proposal
2. Resolution
3. Construction Manager at Risk Agreement

SEPTEMBER 9, 2026

RFP SUBMITTAL

CONSTRUCTION MANAGER AT RISK (CMAR) CONTRACT HOUSEHOLD HAZARDOUS WASTE FACILITY PROJECT

County of Sonoma & Zero Waste Sonoma

Event ID: 2181



15 Business Park Way #101
Sacramento, CA 95828
916.884.2509
swinerton.com

SWINERTON

TABLE OF CONTENTS



SDG&E MIRAMAR WAREHOUSE

TABLE OF

CONTENTS

1	COVER LETTER	1
1.1	PROPOSER STATEMENT OF QUALIFICATIONS	2
1.2	EXECUTIVE SUMMARY	2
1.3	PROPOSED METHOD TO ACCOMPLISH THE WORK	6
2	INSURANCE	DOES NOT COUNT TOWARDS PAGE LIMIT
3	LITIGATION	13
4	OTHER INFORMATION	14

4.1 Proposer's Relevant Project and CMAR Experience
4.2 Proposer Structure, Management Structure, Major Subcontractors, and Key Personnel
4.3 Preconstruction Phase Services and Project Approach
4.4 Schedule and Current Work Commitments
4.5 Cost, Pricing, Budget, Fee, and Value Engineering Approach
4.6 Risk Management, Environmental, and Safety

5	CERTIFICATION OF PROPOSAL	75
6	ATTACHMENTS	DOES NOT COUNT TOWARDS PAGE LIMIT
7	PRICING INFORMATION	A34
8	NO DEVIATIONS FROM THE RFP	A36
A	APPENDIX	A38

Swinerton respects our clients' intellectual property, and prioritizes their data privacy. We respectfully extend the same request that our intellectual property and privacy be honored. In particular, we ask that public-facing AI tools (such as ChatGPT, Gemini, Claude, etc.) not be used to review the following proposal. These tools may store or reuse data in unpredictable ways, and could inadvertently reveal sensitive information. We ask for your direct review, or the use of a privately firewalled AI platform.

SECTION 1

COVER LETTER



September 9, 2026

Ariana Catalinotto
County of Sonoma
Public Infrastructure
Department
400 Aviation Blvd., Suite 100
Santa Rosa, CA 95403

RE: CONSTRUCTION MANAGER AT RISK (CMAR) CONTRACT HOUSEHOLD HAZARDOUS WASTE FACILITY PROJECT

Dear Ariana and Members of the Selection Committee:

Household hazardous waste facilities play a quiet but essential role in protecting the communities they serve, giving residents of northern Sonoma County a safe, accessible way to dispose of the materials that shouldn't end up in landfills, storm drains, or waterways. The new facility at 5885 Pruitt Avenue represents a meaningful investment in that mission, and Swinerton Builders (Swinerton) is pleased to submit our qualifications to serve as Construction Manager at Risk (CMAR) for this important project.

CMAR Delivery — Start to Finish. Swinerton has proudly delivered over 800 CMAR projects nationwide. Based on this experience we know that a strong CMAR partnership is built on clearly defined roles, shared accountability, and continuous collaboration from preconstruction through occupancy. Our CMAR approach emphasizes transparency, disciplined cost and schedule management, and a collaborative relationship with both the Owner and the design team. For Zero Waste Sonoma and Sonoma County, this means:

- Open-book cost modeling and real-time estimating
- Constructability reviews and risk identification early
- Structured value management to maintain design intent within budget
- Predictable schedule development and disciplined execution

Proven Experience in Sonoma County. Swinerton has delivered more than 30 projects in Santa Rosa, totaling over $300 million in construction value. Our longstanding partnerships with local agencies and institutions demonstrate our commitment to Sonoma County. With 22 employees living within the County, including Operations Manager Stuart Price, our team brings local knowledge, accountability, and a deep sense of pride in contributing to the region's growth.

Preconstruction Services that Drive Value. Swinerton's preconstruction approach is built around transparency, collaboration, and cost certainty. From the earliest stages of design, our team will work alongside Zero Waste Sonoma and the project's design professionals to develop bid packages, refine the schedule, conduct constructability reviews, and establish a reliable GMP. Our experience with prefabricated metal building systems positions us well to manage the procurement and coordination complexities inherent in this building type, and our familiarity with California prevailing wage compliance and DIR registration requirements means there will be no surprises during construction.

Zero Waste Sonoma can expect a team that is engaged, accountable, and relentlessly focused on delivering a facility that serves the residents of northern Sonoma County for years to come. We welcome the opportunity to discuss our qualifications in greater detail and look forward to the possibility of partnering with Zero Waste Sonoma on this meaningful project.

Sincerely,

Jeff Good *(authorized)*
VICE PRESIDENT/DIVISION MANAGER
M: 720.402.2818 | F: 916.383.6014
JGood@swinerton.com

Swinerton Builders
15 Business Park Way #101
Sacramento, CA 95828

swinerton.com

SECTION 1.1

PROPOSER STATEMENT OF QUALIFICATIONS



MECHOOPDA WASTEWATER TREATMENT PLANT

SECTION 1.2

EXECUTIVE SUMMARY



An executive summary should briefly describe the Proposer's qualifications and ability to perform the Services.

EXECUTIVE SUMMARY

1.2.1 Qualifications and Experience. The proposal should: (a) Provide a description of how the Proposer's experience, technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.

Swinerton brings more than 137 years of construction experience and extensive expertise delivering Construction Manager at Risk (CMAR), design-build, and collaborative delivery projects for public agencies throughout California. Our approach aligns directly with the core functions identified in this RFP, including procurement, scheduling, cost control, value engineering, constructability review, and preconstruction and construction management.

Through hundreds of CMAR projects nationwide and extensive experience with environmental infrastructure, public facilities, wastewater treatment systems, and prefabricated building construction, we provide the technical knowledge, staffing depth, and management systems necessary to deliver the Household Hazardous Waste Facility safely, on schedule, and within budget. Our team combines open-book cost modeling, proactive risk management, early trade partner engagement, and comprehensive preconstruction services to support informed decision-making and development of a reliable GMP while maintaining transparency and accountability throughout project delivery.





CONFIDENTIAL ENERGY CLIENT DUNN
MOBILE SUBSTATION STORAGE BUILDING

(b) Any key staff members who would be involved in the performance of the scope of work. Provide their resumes, describe their experience, and identify their proposed role for the Project.

Swinerton has assembled an experienced team with extensive public-sector and infrastructure experience:

- **Marlene Moncada, Project Principal/Project Executive:** Overall leadership, client coordination, and executive oversight
- **Austin Shaw, Senior Project Manager:** Day-to-day project management, budget oversight, and coordination with Zero Waste Sonoma and the design team
- **Ryan Campbell, Construction Manager:** Field execution, trade partner coordination, and construction operations
- **Bryce Campbell, Construction Superintendent:** Site logistics, safety, quality control, and daily field management
- **Omar Mutwakil, Lead Estimator:** Cost modeling, estimating, and GMP development
- **Brock Hoffman, Preconstruction Manager:** Constructability reviews, value engineering, and procurement planning
  Slavik Formuzal, Senior Scheduler: Project schedule development and maintenance throughout preconstruction and construction
- **Jeff Good, Vice President/Division Manager:** Executive authority, strategic oversight, and resource support

Detailed resumes for all proposed key personnel are included in the Appendix.

(c) State the number of years the firm has conducted business.

Founded in 1888, Swinerton has conducted business continuously for more than 137 years. Today, Swinerton is one of the nation's leading builders, operating 24 offices nationwide and employing more than 4,800 construction professionals. As a 100% employee-owned company, Swinerton combines national resources with local expertise and holds California Contractor License No. 92, one of the oldest active contractor licenses in the state.

(d) Provide a description of the three most relevant contracts held within the last five years.

1. **Sonoma State University Task Order Construction Agreement | CMAR | $13 Million | Completed 2021:** Swinerton served as Construction Manager and General Contractor under a campus-wide CMAR agreement supporting renovations, infrastructure improvements, and facility upgrades across multiple university facilities. The project required complex phasing, stakeholder coordination, prevailing wage compliance, and management of multiple concurrent work streams while maintaining campus operations.
2. **Labath Landing Interim Housing Development | CMAR | $8.1 Million | Completed 2022:** This interim housing community included 60 prefabricated housing units and associated site infrastructure. Swinerton self-performed concrete and carpentry work while coordinating prefabricated components, utilities, foundations, and MEP systems. The project demonstrates experience with prefabricated construction, public-agency coordination, and complex site development within Sonoma County.
3. **Mechoopda Wastewater Treatment Plant | CMAR | $19.7 Million | Completed 2023:** Swinerton delivered a new wastewater treatment facility and supporting infrastructure featuring a modular packaged Membrane Bioreactor system, utility extensions, site improvements, and prefabricated building components. The project is highly relevant due to its environmental infrastructure focus, complex utility systems, prefabricated elements, and stringent regulatory requirements.

1.2.2 Evidence of California Licensing. The proposal should include appropriate documentation showing the Proposer is properly licensed in the State of California to perform the Services requested in the scope of work.

Swinerton Builders is fully licensed and in good standing to perform the services required. We maintain California Contractor License No. 92, including General Engineering (Class A) and General Building (Class B) classifications, along with numerous specialty classifications supporting self-performed construction services. **Documentation demonstrating all required California licenses and proof of good standing can be found in Section 4.1.5.**

1.2.3. Project Experience. The Proposer shall have at a minimum, experience and qualifications in the following areas and list projects meeting the criteria listed below in which Proposer has participated as the prime contractor during the past (10) years.

Our experience exceeds the minimum qualifications and includes extensive experience delivering public facilities, CMAR projects, environmental infrastructure, wastewater facilities, and prefabricated building systems.

(a) Projects in which Proposer performed as a construction manager at risk with direct construction costs of at least $10 million

Representative examples include the County of Orange Administration Building South ($133 million), County of Orange Administration Building North ($173 million), and Mechoopda Wastewater Treatment Plant ($19.7 million). These projects demonstrate our ability to provide comprehensive CMAR services, establish and manage GMPs, perform detailed cost modeling, and deliver large, complex public-sector projects.

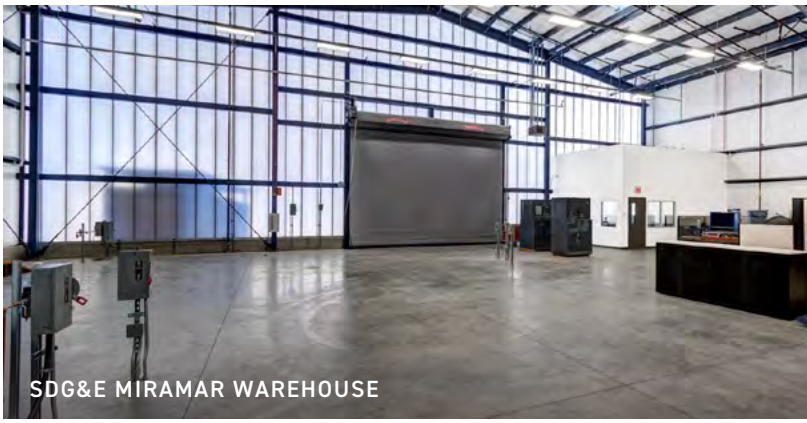
(b) Construction projects of buildings with at least 10,000 square feet of building area, particularly those using construction manager at risk delivery

Swinerton has completed numerous projects exceeding 10,000 square feet under CMAR and alternative delivery methods, including the 109,000 SF Orange County Sanitation District Headquarters Building, the 400,000 SF County of Orange Administration Building South, the 416,664 SF County of Orange Administration Building North, the 55,785 SF Mechoopda Wastewater Treatment Plant, and multiple public, civic, and institutional facilities throughout California.

(c) Projects constructed utilizing prefabricated metal construction of at least 10,000 square feet

Swinerton has extensive experience delivering pre-engineered metal buildings (PEMBs), prefabricated facilities, and modular construction projects throughout California. Relevant experience includes the Mechoopda Wastewater Treatment Plant, Labath Landing Interim Housing Development, SDG&E Miramar Warehouse, a Confidential Energy Client Dunn Mobile Substation Storage Building, and other PEMB facilities involving delegated design coordination, early procurement, utility integration, and accelerated delivery schedules.

Please see Section 4.1.6 for detailed project sheets of our highlighted projects. Together, these projects demonstrate Swinerton's expertise in delivering complex CMAR assignments, large public facilities, environmental infrastructure, and prefabricated building projects with cost certainty, schedule reliability, exceptional safety performance, and high-quality results.



SDG&E MIRAMAR WAREHOUSE



1.2.4 References. The Proposer shall provide a minimum of four (4) client references, preferably county, or special ZWS governments for whom the Proposer has previously performed services of similar type and scope within the last 5 years.

REFERENCES

1. County of Orange

Griffin Structures, Deryl Robinson, Owner's Representative, 949.637.2607

2. Orange County Sanitation District

Orange County Sanitation District, Andrew Brown, Engineering Supervisor, 714.593.7052

3. City of Sacramento

City of Sacramento, Kirsten Wise, Department of Public Works, Facilities and Real Property Management, 916.808.4011

4. Mechoopda Wastewater Treatment Plant

Mechoopda Indian Tribe, Sandra Knight, Director of Economic Development, 530.518.0957

"I recently had the pleasure of working with Swinerton for the Mechoopda Tribe's Casino, and I couldn't be happier with the results. The team exhibited professionalism, expertise, and attention to detail from start to finish. They communicate effectively throughout the entire process. The craftsmanship of their work exceeded my expectations, and I highly recommend Swinerton to anyone needing high-quality construction services."

SANDRA M. KNIGHT
DIRECTOR OF ECONOMIC DEVELOPMENT
MECHOOPDA INDIAN TRIBE

1.2.5 Subcontractors. The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function, if known at this time.

SUBCONTRACTORS

Iron Industries will serve as our PEMB trade partner. The trade partners listed below represent our preliminary mechanical, plumbing, and electrical subcontractor outreach list and include firms with whom we have established relationships and relevant project experience.

POTENTIAL TRADE PARTNERS

Mechanical
- Peterson Mechanical Inc.
- Simpson Sheet Metal
- Bell Products
- Bay City Mechanical
- ACCO
- Broadway Mechanical

Plumbing
- Peterson Mechanical Inc.
- JW McClenahan
- Bay City Mechanical
- Lawson Mechanical Contractor

Electrical
- W. Bradley Electric (WBE)
- Vince Sigal Electric
- Rex Moore
- Bergelectric
- Royal Electric Company

Selection Process



Pre-Qualification & Master Subcontractor Agreement

Swinerton requires a Master Subcontractor Agreement (MSA) with every pre-qualified firm. We evaluate safety, past performance, relevant experience, resources, strength of proposed team, concurrent backlog, competitiveness, and financial stability. Upon successful pre-qualification, we negotiate an MSA in which trade partners agree to standard terms and conditions, which accelerates project-specific negotiations, scope review, and buyout efforts, and allows more time for detailed project planning. MSA terms are valid for four years, and Swinerton reviews contracts annually.



Bid Package Development

Detailed bid packages, supplementing the drawings, specifications, and other project documents, help trade partners submit accurate proposals. These details identify how we will procure the bid package, and set the basis for award; site- and project-specific requirements (i.e. working hours, logistical requirements, parking, hoisting) and safety protocols. We issue a bid form that requires a comprehensive break down of each bid.



Bid Analysis

Scope sheets facilitate fair and transparent bid analysis, comparing the bids side-by-side to confirm scope coverage and identify risks. If a trade partner misses scope, we ask for additional cost information on the scope sheet to ensure all bidders are equally represented. When the proposal review is complete, we confirm if the trade partner provides value to the project with schedule, quality, and safety performance.



Selection & Award

Along with the client and design team, we award each trade partner, collectively interviewing select major trades. During buyout, we gather all the data generated for each scope, including bid packages, bid sheets, schedules, and qualifications. Our project management team writes work order contracts to trade partners with established MSAs.



Contract Negotiation, Execution & Management

Trade partner success is an extension of our commitment to meeting your project goals. We integrate schedule information, coordinate models and documents, confirm quality expectations, and procure long-lead items. Select early trade engagement drives design, budget, quality, and schedule. Our trade partners perform better for Swinerton because we work to ensure that funding is consistently occurring on the project. Scope-specific meetings with each onboarded trade partner validate their project knowledge and confirm workforce and quality expectations. Schedule validation creates realistic goals.

SECTION 1.3

PROPOSED METHOD TO ACCOMPLISH THE WORK



1.3. / PROPOSED METHOD TO ACCOMPLISH THE WORK

Describe the technical and management approach to providing the Services to ZWS. Proposer should take into account the scope of the Project, goals of ZWS, and general functions required. Include a draft schedule of tasks, milestones, and deliverables that will provide for timely provision of the Project. In reviewing the Scope of Services, the Proposer may identify additional necessary tasks and is invited to bring these to ZWS's attention within the discussion of its proposed method to accomplish the Project.

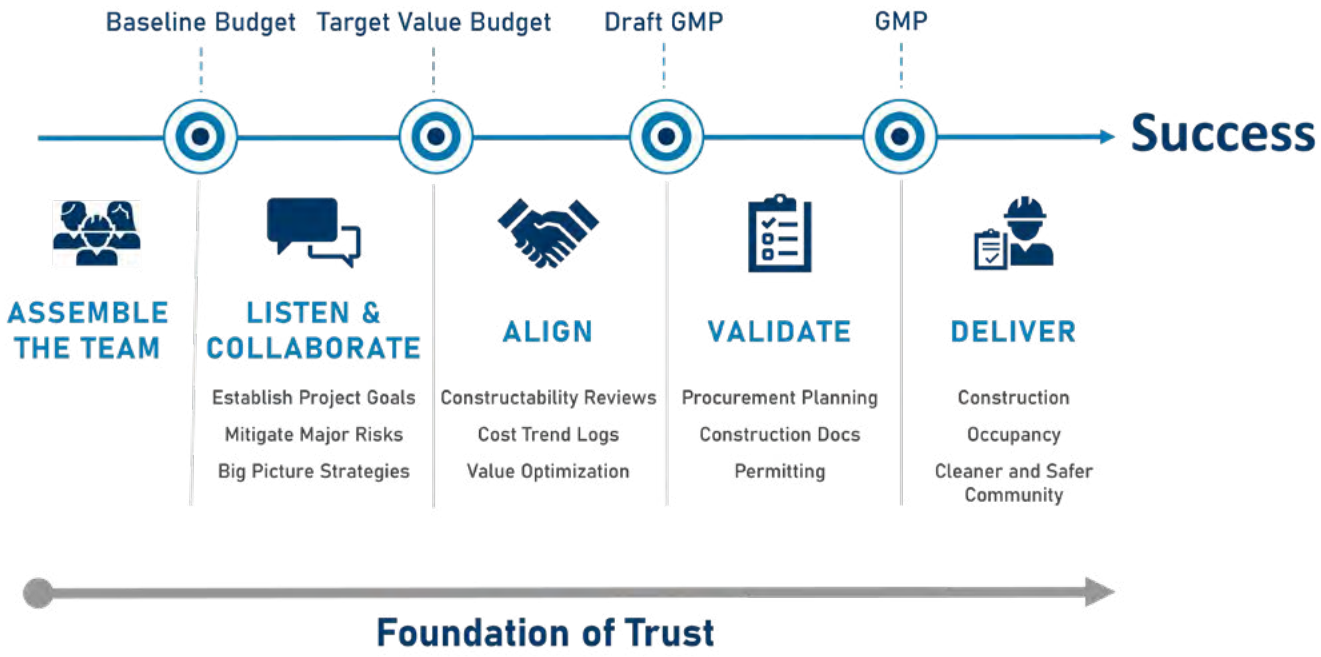
PROPOSED METHOD TO ACCOMPLISH THE WORK

Project Understanding and ZWS's Goals

Zero Waste Sonoma is delivering a new, single-story Household Hazardous Waste Facility on a constrained site, replacing aging infrastructure with a modern, code-compliant facility that will serve northern Sonoma County residents. Success depends on three critical efforts moving in parallel: procuring and coordinating the pre-engineered metal building and delegated design on an aggressive schedule; sequencing the hazardous waste and recycling storage areas, public drop-off canopy, and roll-off staging areas with grading, utilities, and site improvements; and maintaining safe, environmentally compliant operations while minimizing impacts on the surrounding community throughout construction.

Two requirements drive our approach. ZWS has established a Direct Cost of the Work estimate of $16,768,329 (as of 7/8/2026) as the Target GMP, requiring the CMAR to deliver a GMP Proposal that does not exceed this amount. In addition, Preconstruction Services, excluding subcontractor procurement and GMP preparation, must be completed within 225 calendar days of Notice to Proceed. Our strategy, schedule, and staffing plan are all structured to meet these commitments.

OUR CMAR APPROACH STARTS WITH A FOUNDATION OF TRUST



Consistent with our approach on every CMAR project, we have outlined our understanding of these goals below and will validate and refine them with ZWS, COAR Design Group, and the Owner's Representative during the kickoff meeting.

- **Cost certainty against a fixed target.** A GMP delivered at or below the $16,768,329 Target GMP, with early written notice the moment any trend threatens it — never a surprise at GMP submittal.
- **Price alignment, not just a low number.** An open-book process in which Swinerton's unit prices converge with those of the Architect, Owner's Representative, and Independent Cost Estimator, so the number ZWS carries to its Board is defensible line by line and variances stay inside the ±10% band identified in the Scope of Services.
- **Schedule certainty on a compressed timeline.** Vendors and subcontractors onboarded immediately upon award, long-lead risk retired early, and a Guaranteed Completion Date that Swinerton can stand behind.
- **Value delivered without design authority.** ZWS has been candid that with 100% DD already produced, the CMAR's influence on design decisions is limited. Our savings therefore come from constructability, procurement strategy, sequencing, and market leverage — primarily not from redesign.
- **A facility that performs under regulatory scrutiny for decades.** Containment, code compliance, and durability treated as first-order review criteria at every milestone.
- **An informed Board decision on solar.** A feasibility analysis that gives the ZWS Board a real choice, presented without presupposing the outcome.
- **A collaborative, transparent delivery process.** ZWS informed and in control of every key decision, at every Preconstruction Phase Milestone.

Our technical and management approach supports the project goals and the five core Scope of Services functions: procurement, scheduling, cost control, value engineering/ constructability review, and preconstruction/construction management. Rather than treating these as sequential tasks, we manage them as integrated workstreams, continuously aligning design, cost, schedule, and constructability.

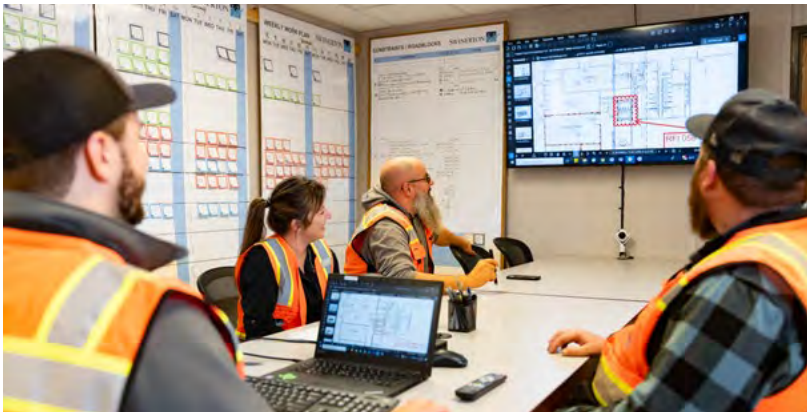
HOW WE WORK: LISTEN, ALIGN, VALIDATE, DELIVER

Swinerton delivers CMAR projects through a four-part progression that has been refined across hundreds of collaborative-delivery assignments, including our current CMAR work with COAR. It is built on a foundation of trust, and it starts before we price anything.

Listen First — Mobilization and Project Kick-off

Swinerton's approach begins with listening. Within two weeks of Notice to Proceed, **Project Executive Marlene Moncada** will lead our team through the ZWS kick-off meeting and collaborative planning sessions to establish project goals, milestones, operational requirements, and decision-making protocols. We arrive prepared with a draft roles-and-responsibilities matrix, communication plan, change-management process, and initial risk and innovation register to ensure the meeting produces actionable outcomes. Within five business days, we will issue meeting action items and a draft Preconstruction Phase Services schedule.

In parallel, we will complete the preliminary evaluations required by the Scope of Services, including a review of project budget, feasibility, financial constraints, and available technical documents. Particular attention will be given to site conditions that may influence cost and schedule, including earthwork balance, fill limitations, drainage, and utility coordination. We will document existing conditions, identify any additional investigations required, and provide constructability recommendations to support informed decision-making throughout design.





Align — Target Value Thinking, Cost Model and OPC Development

Senior Preconstruction Manager Brock Hoffman leads estimating, value engineering, constructability review, and GMP development. Our CMAR approach is rooted in extensive Design-Build and Target Value Design experience, which is precisely the discipline this project needs: the $16,768,329 Target GMP is treated as a design and procurement constraint to be met, not a number to be reported against after the fact.

Following the Initial Approach to Cost Workshop, we deliver an initial Cost Model within the required ten-day window, structured on a Schedule-of-Values basis aligned to CSI MasterFormat and broken down by site work, building and phase, floor, and division of work, including overhead and profit, supervision, fixed general conditions, layout, mobilization, submittals, bonds, closeout, demolition, installation, rough-in, finishes, testing, and punch list.

At each subsequent Preconstruction Phase Milestone we update the associated Opinion of Probable Cost on an open-book basis and reconcile it against the Architect's, Owner's Representative's, and Independent Cost Estimator's estimates.

At the OPC and Project Schedule Workshops, we come prepared to review and validate every assumption, allowance, quantity, and pricing decision. Variances are documented and discussed line by line, with the goal of aligning unit costs across all parties and establishing a reliable basis for the GMP. Any variance exceeding ZWS's ±10% threshold is tracked as a formal action item with a designated owner and resolution date. Throughout preconstruction, Brock and the Swinerton team provide continuous budget feedback, enabling ZWS and COAR to evaluate alternatives and make informed decisions while maintaining alignment among project goals, schedule, and budget.

Swinerton manages preconstruction through Monday.com, providing a centralized platform for budgets, schedules, action items, risk tracking, decision logs, and key project documentation, alongside a shared SharePoint or ZWS-designated document repository. This transparent approach keeps ZWS, the County, COAR, the Owner's Representative, and the Independent Cost Estimator aligned.

CONSTRUCTABILITY, VALUE ENGINEERING, AND PROCUREMENT PLANNING

Because the design will be at 100% DD when we mobilize, we focus our effort where it adds the most value: an immediate review of the 100% DD documents, followed by formal constructability and cost reviews at the 50% and 100% Construction Documents milestones. Reviews focus on the PEMB and delegated-design interface, hazardous-material containment, code compliance, site circulation, utility routing, and earthwork and drainage.

Construction Superintendent Bryce Campbell brings field perspective to preconstruction by evaluating logistics, utility transitions, access, and phasing well before construction begins. Value engineering ideas are documented, priced, and presented to ZWS with clear cost, life-cycle, and O&M impacts, while final design decisions remain with the project team. The formal VE Report will be submitted following the 50% Construction Documents milestone in accordance with the Agreement.

PEMB AND SPECIALTY PROCUREMENT

Because the facility is a prefabricated metal building, we treat PEMB procurement and delegated design as critical preconstruction activities rather than construction-phase tasks. Our proposed PEMB trade partner, Iron Industries, will participate during preconstruction to validate structural requirements, confirm lead times, and coordinate interfaces with the hazardous waste storage and containment systems. This early engagement helps fully define, price, and de-risk the PEMB scope before GMP submission.

PERMITTING, REGULATORY COORDINATION, AND IMMEDIATE VENDOR ONBOARDING

Given the aggressive schedule, we will begin qualifying and engaging long-lead subcontractors and suppliers immediately upon award, including the mechanical, electrical, plumbing, fire/life safety, site utilities, and grading and paving trades identified in our proposed vendor team. We will also support ZWS in obtaining pricing for the separately pursued demolition permit and coordinate early with the Architect and permitting agencies to address code, environmental, and hazardous materials requirements, ensuring permitting activities remain aligned with the project schedule and do not become a critical-path constraint.

Deliver — Early Works, GMP, and Construction Phase Services

EARLY CONSTRUCTION PHASE AND LONG-LEAD PROCUREMENT

Preconstruction is only successful if it positions the project for successful construction. To support the schedule, we will evaluate opportunities to package long-lead procurement and early site-enabling work into an Early Construction Phase GMP, allowing critical activities to begin under an approved and bonded GMP before the full Construction Phase GMP is finalized. This approach can shorten the overall project schedule while maintaining cost certainty, as Early Construction Phase work follows the same Cost Model and OPC process used for the final GMP. We will present recommended work packages, sequencing strategies, and procurement timing during the Early Construction Phase Definition Workshop for ZWS's review and approval.

GMP DEVELOPMENT

At 100% Construction Documents we finalize subcontractor buyout through competitive solicitation, reconcile the final OPC against the approved Cost Model, and assemble the Construction Phase GMP Proposal — Cost Model backup, subcontractor and material quotes, schedule, assumptions and qualifications, contingency basis, and overall Project cost tabulation — for ZWS review and negotiation, together with our proposed Guaranteed Completion Date. Our philosophy on contingency is that it must be visible, quantified against the risk register, and drawn down transparently; contingency is a shared management tool, not a hidden margin. No Early Construction Phase or Construction Phase work proceeds until ZWS approves the associated GMP Proposal and issues Notice to Proceed.

CONSTRUCTION PHASE SERVICES

Following Notice to Proceed with Construction we mobilize within the contractual window, submit the Schedule of Submittals and baseline construction schedule, and hold a preconstruction conference to confirm authorized representatives, submittal procedures, and record-keeping protocols. Weekly progress meetings, three-week look-ahead schedules, and monthly progress reports covering work completed, payment status, upcoming activities, and current or anticipated challenges keep ZWS current on both schedule and cost throughout construction.

Our safety program, Injury and Illness Prevention Program, and site-specific safety plan will be tailored to project specific needs. Environmental management — stormwater, containment, dust, and hazardous-material handling during construction — will be coordinated with ZWS and applicable regulators so that construction activity itself never compromises the facility's future regulatory compliance. All submittals are logged, transmitted electronically, and tracked against the integrated schedule, and any deviation or differing field condition is escalated promptly through the change-management protocol established at kickoff. At Substantial Completion we manage testing and commissioning, punch list, O&M manual and as-built assembly, and closeout documentation to hand ZWS a fully operational, code-compliant facility on schedule.

Management Systems That Hold it Together

- **Weekly progress meetings and biweekly workshops** (design input, innovation and risk, OPC and schedule) on site, in office, or by teleconference, per the cadence in the Scope of Services — plus up to three design review workshops at each Preconstruction Phase Milestone.
- **Monday.com preconstruction platform for budgets, schedules, action items, decision logs, and risk tracking,** with a shared SharePoint or ZWS-directed environment as the single source of truth for design documents, submittals, and Cost Model versions.
- **A living risk register opened at kick-off and updated at every milestone,** tracking each risk's owner, mitigation status, and quantified cost and schedule impact — feeding directly into the Schedule of Values and contingency basis.
- **A single continuously updated CPM schedule supported by a Work Breakdown Structure** developed early and revised through ZWS review, with critical path and float clearly identified. At the 50% CD Milestone we additionally deliver a written list of details or decisions needed to protect the schedule or create acceleration options.
- **A documented change-management process** with clear issue identification, escalation, and resolution steps, established at kickoff and used consistently through closeout.
- **Participation in project partnering workshops** to keep ZWS, the County, COAR Design Group, the Owner's Representative, and the Independent Cost Estimator functioning as one high-performing team.



Draft Schedule of Tasks, Milestones, and Deliverables

The table below outlines our preliminary schedule of tasks, key preconstruction and construction milestones, and associated deliverables, organized from Notice to Proceed (NTP-PC for Preconstruction and NTP-Constr. for Construction). Preconstruction activities are sequenced to meet the Agreement's required 225-calendar-day duration, excluding subcontractor procurement and GMP preparation. Durations shown represent our current planning assumptions and will be refined with ZWS and COAR Design Group during project kick-off as part of the formal Preconstruction Services Schedule and, ultimately, the Baseline Construction Schedule. Highlighted rows identify the two Preconstruction Services payment milestones defined in Attachment No. 4.

PHASE / TASK	KEY DELIVERABLE(S)	RESPONSIBLE	TARGET TIMING
Contract execution & project kick-off meeting	Kickoff agenda; roles & responsibilities matrix; communication and escalation protocol; risk register v.1	Swinerton / ZWS / COAR	NTP-PC + 2 wks
Preconstruction schedule & phasing plan (Agreement Attach. 2 §1.4)	Preconstruction Phase Services schedule; full construction phasing plan; draft WBS	Swinerton	NTP-PC + 15 days
Preliminary evaluation of budget, background data, and site conditions	Site investigation memo; ESA, ISWLID/No Net Fill, drainage and FEMA data; list of additional studies needed	Swinerton	NTP-PC + 3 wks
Immediate vendor & subcontractor onboarding	Pre-qualified bidder list; PEMB manufacturer confirmation; delegated-design coordination plan	Swinerton	NTP-PC + 4 wks
Initial Approach to Cost Workshop & Cost Model development	Cost Model on Schedule-of-Values / CSI MasterFormat basis, delivered within 10 days of workshop	Swinerton / ZWS / COAR	NTP-PC + 6 wks
100% DD conformance review & baseline OPC	Constructability and cost-conformance comments; baseline OPC reconciled to the $16,768,329 Target GMP	Swinerton	NTP-PC + 7 wks
Early Construction Phase Definition Workshop(s)	Recommended Early Works Package scope, sequencing, and long-lead procurement list	Swinerton / ZWS / COAR	NTP-PC + 8–10 wks
Solar feasibility & cost-benefit analysis (decision to proceed or not to proceed)	PV memo covering roll-off bin canopy, energy-reduction baseline option and net-zero option, first cost, incentives, and payback	Swinerton	NTP-PC + 10 wks
Demolition permit pricing support	Demolition scope pricing to inform ZWS's separately pursued demo permit	Swinerton	NTP-PC + 10 wks
Early Construction Phase GMP Proposal (if authorized)	Early Works GMP package; long-lead PEMB and facility equipment, rough grading and utility enabling work	Swinerton / ZWS	NTP-PC + 14–16 wks
Constructability review, Value Engineering Report & OPC at 50% CD	VE Report per Agreement Attach. 2 §1.7; 50% CD OPC; schedule-protection and acceleration options list	Swinerton	50% CD Milestone + 3 wks
Preconstruction Lump Sum Milestone 1 — 50% CD OPC	**50% of Preconstruction Phase Services Lump Sum earned (Attachment No. 4, Table 1)**	**ZWS / Swinerton**	**At 50% CD OPC acceptance**
Subcontractor bid solicitation, buyout & final OPC at 100% CD	100% CD OPC; bid tabulation; subcontractor buyout log; Budget of Project Costs	Swinerton	100% CD Milestone + 4 wks
Baseline Construction Phase Project Schedule & Construction Phase GMP Proposal	Network-diagram CPM schedule; GMP Proposal with Cost Model backup, quotes, assumptions, qualifications, and Guaranteed Completion Date	Swinerton	100% CD Milestone + 6 wks
Preconstruction Lump Sum Milestone 2 — 100% CD GMP Proposal	**Remaining 50% of Preconstruction Phase Services Lump Sum earned (Attachment No. 4, Table 1)**	**ZWS / Swinerton**	**At GMP Proposal submittal**
ZWS review, negotiation & GMP approval	Executed Construction Phase Amendment; Notice to Proceed with Construction	ZWS / Swinerton	GMP Submittal + 3–4 wks
Construction mobilization & preconstruction conference	Schedule of Submittals; baseline construction schedule; site logistics and public-access plan	Swinerton	NTP-Constr. + 10 days
Construction execution — sitework, foundations, PEMB erection, MEP, finishes	Monthly progress reports; two-week look-aheads; updated CPM schedule; submittal log; cost reports	Swinerton	Per approved CPM
Testing, commissioning, punch list & closeout	Commissioning records; punch list; O&M manuals; as-builts; warranty log; closeout documentation	Swinerton	Substantial Completion + 30 days

Additional Tasks We Recommend

In reviewing the Scope of Services, we identified several items that are either implied but not expressly defined or that we believe would further reduce project risk and support ZWS's cost and schedule objectives. Consistent with the RFP's invitation for recommended enhancements, we suggest the following items be considered during negotiation of the final Scope of Services:

1. **Confirmation of ZWS's project goals and success criteria at kick-off.** While the RFP asks proposers to support ZWS's goals, those priorities are not consolidated in a single location. We recommend a structured goal-setting discussion during the kickoff meeting to establish clear success criteria and ensure that future decisions and trade-offs are guided by ZWS's priorities rather than assumptions.
2. **Confirmation of the design milestone sequence and OPC schedule.** The Scope of Services contemplates reviews at each Preconstruction Phase Milestone, while Section 4.4.2 confirms 100% DD will already be complete and Attachment No. 4 identifies only the 50% CD and 100% CD milestones for payment. We recommend confirming the definitive milestone list at kickoff so the Preconstruction schedule, OPC cadence, and workshop calendar are locked from week one.
3. **Solar feasibility and cost-benefit analysis.** Consistent with Addendum No. 2, we propose a discrete feasibility study early in Preconstruction evaluating PV at the roll-off bin site canopy — including a baseline energy-reduction option and a net-zero energy option — covering first cost, interconnection, incentives, ongoing cost and benefit, and payback, so the ZWS Board can make an informed inclusion decision before the design is too far advanced to accommodate it cost-effectively.



4. **Early PEMB manufacturer lock-in with a delegated-design coordination schedule.** We recommend scheduling PEMB manufacturer engineering submittals as a tracked, named milestone in the Preconstruction schedule rather than folding them into general design support, since PEMB lead times are typically the longest-lead item on a project of this type.
5. **Hazardous-materials handling and containment equipment as a tracked long-lead package,** procured and priced on the same accelerated timeline as the PEMB, given similarly long lead times and code-driven specifications for this equipment type.
6. **A dedicated rough grading and utility early-work package priced and sequenced ahead of the main GMP,** since the RFP assigns this scope to the CMAR entity and it is a natural candidate for an Early Construction Phase GMP that protects the overall schedule.
7. **Coordinated demolition-permit cost input.** A short, focused pricing exercise early in Preconstruction to support the separately pursued demolition permit application, distinct from the main Cost Model, so that effort is not delayed waiting on later design milestones.
8. **An earthwork, fill, and drainage strategy session.** Given the site reports ZWS has identified — including the ISWLID Report and No Net Fill Analysis, Preliminary Drainage Report, and FEMA Flood Map — we recommend a dedicated early session with the Architect and geotechnical engineer to fix the earthwork balance and import/export assumptions, which are among the largest swing items in the Direct Cost of the Work.
9. **A community and stakeholder communication plan.** Because the facility serves the public and sits adjacent to existing uses in Windsor, we recommend ZWS and the CMAR team jointly develop a brief construction-communications plan — notices, traffic and access management, noise and dust control — as a discrete Preconstruction deliverable.
10. **Utility provider early coordination (PG&E and others).** Given typical interconnection lead times, we recommend initiating service-provider coordination and application submittals immediately after kickoff rather than at a later design milestone, to avoid utility lead time becoming a hidden critical-path item.

We welcome ZWS's and COAR's input on these recommendations and their incorporation into the final Scope of Services and Preconstruction schedule. Our goal is to enter construction with a fully coordinated, thoroughly vetted execution plan that supports safety, regulatory compliance, budget certainty, schedule reliability, and successful project delivery.

LOGISTICS PLAN

Below is our initial concept for the site logistics plan for the Household Hazardous Waste Facility project. This layout reflects our preliminary thinking on construction entrances, laydown areas, temporary fencing, flagger locations, and site circulation based on current site conditions along Pruitt Avenue and Pruitt Creek. We want to be clear that this is a starting point, not a final plan. We look forward to reviewing it with ZWS and refining the plan based on your feedback, operational needs, and any site-specific considerations.



SECTION 2

INSURANCE



CONFIDENTIAL DIGESTER FACILITY UPGRADE

2. / INSURANCE

Swinerton maintains comprehensive insurance coverage through Arthur J. Gallagher Risk Management Services, including:

- Commercial General Liability: $2 million per occurrence, $4 million aggregate
- Excess Liability: $25 million per occurrence and aggregate
- Workers' Compensation with Current EMR of 0.70
- Professional Liability and Pollution Liability coverage
- Builder's Risk coverage as required

Broker Contact Information

Arthur J. Gallagher
925.953.5289
2121 North California Boulevard
Walnut Creek, California, 94596

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Project Team
Arthur J. Gallagher Risk Management Services, LLC 595 Market Street Suite 2100 San Francisco CA 94105 License#: 0D69293	PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Liberty Mutual Fire Insurance Company	23035
INSURER B : Starr Indemnity & Liability Company	38318
INSURER C : National Fire & Marine Insurance Co	20079
INSURER D : Zurich American Insurance Company	16535
INSURER E : First Liberty Insurance Corporation	33588
INSURER F : American Guarantee and Liability Ins Co	26247

INSURED: [Swinerton Builders - SAC] Swinerton Builders, 15 Business Park Way, Ste. 101, Sacramento, CA 95828-0912

COVERAGES **CERTIFICATE NUMBER:** 1031216182 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
D	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC OTHER:	Y	Y	GLO023224709	8/1/2025	8/1/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 1,000,000 $ N/A $ 2,000,000 $ 4,000,000 $ 4,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS X HIRED AUTOS ONLY / X NON-OWNED AUTOS ONLY X Comp/Coll X Ded: $10K	Y	Y	AS2661066493025	8/1/2025	8/1/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 2,000,000 $ $ $
B	UMBRELLA LIAB X OCCUR X EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	1000585239251	8/1/2025	8/1/2026	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y	WA666D066493035	8/1/2025	8/1/2026	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
C F	Excess Liability 2nd Layer Excess Liability 3rd Layer	Y	Y	42XSF30224510 AEC322636704	8/1/2025 8/1/2025	8/1/2026 8/1/2026	Each Occ./Agg Each Occ./Agg	$10,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evidence of Insurance

CERTIFICATE HOLDER	CANCELLATION
EVIDENCE . . .	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE

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Our insurance program is backed by highly rated carriers including Zurich American Insurance Company (A+ Superior rating) and Liberty Mutual Insurance Company (A Excellent rating), ensuring financial stability and claims-paying ability throughout the project duration.

SECTION 3

LITIGATION



3. / LITIGATION

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years.

Swinerton Builders is a large general contractor with many construction projects completed each year. As with any major contractor, we occasionally have disputes which reach arbitration or litigation. We are not a litigious company and our practice is to amicably resolve good faith disputes with our clients and vendors, whom with we have built great relationships. As the general course of project close-out, if negotiations are still ongoing with open change orders after completion has occurred, due to the extremely limited statute of limitations in many states, parties are occasionally required to file a complaint to maintain legal rights. These disputes most often settle and are dismissed soon thereafter with little to no actual effort on the case.

Mediation is a preferred and highly successful dispute resolution process in those circumstances when parties are unable to reach a settlement. Occasionally, a few disputes wind their way through litigation but it is only on a very rare occasion that a dispute will not be settled short of actual trial. Swinerton Builders does not formally track claims separate from items in litigation or arbitration. Swinerton Builders is not currently involved in any litigation that poses a significant threat to our financial well-being or to our ability to complete any project. Swinerton Builders has no outstanding judgments or awards against it.

The following list sets forth construction-related matters between project owners and Swinerton Builders' Sacramento Building Division (the division that would perform the work) during the past five years.

Plaintiff	Defendants	Date Filed	Forum	Project Name	Description of Claim	Status
Swinerton Builders	El Capitan OB, LLC & El Capitan Ho-tel Merced, LLC	11/17/2021	American Arbitration Association	El Capitan Hotel	Breach of Contract	Resolved

SECTION 4

OTHER INFORMATION



WALNUT CREEK WATER TREATMENT PLANT

SECTION 4.1

PROPOSER'S RELEVANT PROJECT AND CMAR EXPERIENCE



DISTRIBUTED COMMON GROUND STATION (DCGS) OPERATIONS FACILITY

4.1.1. Describe the Proposer's qualifications, technical expertise, and professional experience demonstrating its ability to successfully perform the Services and fulfill the objectives of this Project. Describe how the Proposer's experience, resources, and capabilities will meet the goals and general functions identified in this RFP.

EXPERIENCE, RESOURCES, AND CAPABILITIES

The Right Team, Experience, and Skills

PRECONSTRUCTION PHASE: VALUE ENGINEERING AND CONSTRUCTABILITY

Swinerton brings extensive CMAR experience supporting public agency projects through value engineering, constructability reviews, cost modeling, and schedule optimization. On projects such as the **Mechoopda Wastewater Treatment Plant, CALSTRS Office Headquarters,** and **County of Orange Admin Buildings North and South,** our teams helped maintain budget and schedule objectives through early collaboration, detailed cost analysis, and strategic design-phase decision-making. For the Household Hazardous Waste Facility, we will engage the design team early, identify constructability challenges before they reach the field, and provide formal value engineering recommendations with clear cost and schedule impacts.

COST MODELING AND GMP DEVELOPMENT

Swinerton's open-book estimating approach is built on real-time market data, production-based cost modeling, and continuous cost reconciliation. Through CMAR and GMP projects such as our **various improvement projects for Sonoma State,** we have successfully aligned evolving designs with budget goals. Our long-standing presence in Sonoma County provides current and reliable local pricing intelligence that supports accurate estimates and GMP development.

SCHEDULING AND PROCUREMENT

Our CPM-based scheduling process integrates procurement lead times, permitting milestones, and construction sequencing into a single project roadmap. This approach has enabled successful delivery of complex projects despite significant disruptions and operational constraints. Swinerton also develops bid packages that maximize competition, prequalifies trade partners, and leverages strong relationships with North and East Bay, Sonoma County, and Sacramento Valley-based trade partners to secure qualified, competitive bids while minimizing risk to ZWS.

SITE DEVELOPMENT AND UTILITY INFRASTRUCTURE

Swinerton has extensive experience managing grading, utility, foundation, and civil infrastructure work on complex projects. Relevant experience includes **Labath Landing Interim Housing Development,** where we self-performed concrete work and coordinated precise foundation and utility installations for prefabricated structures; the **Pasco Wastewater Treatment Facility;** and upgrades to a **Confidential Technology Client Waste Treatment Plant** in Santa Rosa. This experience is directly applicable to the Household Hazardous Waste Facility's site development, utility, and infrastructure requirements.

PREFABRICATED BUILDING EXPERIENCE

Swinerton brings deep experience delivering pre-engineered metal buildings, industrial facilities, warehouses, and modular construction projects. Our work at **SDG&E Miramar Warehouse** and **Labath Landing Interim Housing Development** demonstrates our ability to coordinate prefabricated building systems with site-built foundations, utilities, and MEP infrastructure.



Zero Waste Sonoma - Household Hazardous Waste Facility

HAZARDOUS MATERIALS EXPERTISE

Swinerton has successfully completed wastewater treatment, environmental remediation, hazardous materials abatement, and laboratory projects involving complex regulatory requirements and hazardous materials management. Through this experience, we have effectively managed environmental risks, maintained regulatory compliance, and executed work safely within occupied and highly regulated environments.

SOLAR AND SUSTAINABILITY CAPABILITIES

Should ZWS elect to pursue the optional solar evaluation, Swinerton Energy provides in-house renewable energy expertise, allowing the team to perform a construction-informed feasibility assessment grounded in actual procurement costs, constructability considerations, and lifecycle value.

4.1.2. Identify the Key Personnel proposed for the Project who will be responsible for performing the Services. For each individual, describe their proposed role, relevant qualifications, and experience on projects of similar size, scope, and complexity. Include resumes for all Key Personnel.

NAME/ROLE	QUALIFICATIONS/EXPERIENCE
Marlene Moncada Project Principal/ Project Executive	Marlene brings 37 years of experience delivering design-build and CMAR projects for public agency clients. She leads by drawing upon her relevant experience on the Contra Costa County Public Works Building Expansion and various improvement projects for CSU Sonoma.
Austin Shaw Senior Project Manager	Austin has 16 years of experience managing complex projects across the public, technology, and research sectors. His background includes the YouTube Headquarters Redevelopment, USDA ARS Research and Development Center at UC Davis, and large-scale Amazon tenant improvements.
Ryan Campbell Construction Manager	Ryan brings 40 years of construction experience leading field operations on design-build and CMAR projects. He has delivered Sonoma County projects including the Santa Rosa Hearn Community Hub and Labath Landing Interim Housing Development, as well as multiple CSU improvement projects.
Bryce Campbell Construction Superintendent	Bryce brings seven years of superintendent experience, including the Mechoopda Wastewater Treatment Plant and the Santa Rosa Hearn Community Hub, providing valuable expertise in modular construction and prefabricated building systems.
Slavik Formuzal Scheduler	Slavik is a Senior Scheduler with more than 25 years of experience developing and managing CPM schedules for public agency projects, including the Santa Rosa Hearn Community Hub, Los Banos Police Station and Corporation Yard, and Eureka Operations Complex.
Omar Mutwakil Lead Estimator	Omar is Swinerton's Chief Estimator with 12 years of experience providing cost planning and estimating services for public sector design-build and CMAR projects. His portfolio includes the Santa Rosa Hearn Community Hub, CSU Chico University Services Building, Cal Poly Humboldt Engineering & Technology Building, and Eureka Operations Complex.
Brock Hoffman Precon Manager	Brock brings 15 years of experience developing estimates, procurement strategies, and cost models for complex projects. His recent experience includes the CSU Bakersfield Energy Innovation Building, Cal Poly Humboldt Science A Renovations, and Gavilan College New STEM Center.
Jeff Good Vice President/ Division Manager	Jeff has 24+ years of experience delivering CMAR and design-build projects for public sector clients throughout Northern and Central California. As Division Manager, he oversees project delivery, staffing, contracts, and compliance, with relevant experience on the Santa Rosa Hearn Community Hub, Eureka Operations Complex, and various improvement projects for CSU Sonoma.

Additional experience and qualifications for the proposed key personnel are provided in the resumes included in the appendix.

4.1.3. State the number of years the Proposer has been in business and provide a brief description of the firm's history and experience delivering construction manager at risk (CMAR) services.

CMAR AND PUBLIC FACILITY LEADERS







Founded in 1888, Swinerton has spent more than 137 years growing from a brick masonry contractor into one of the nation's leading builders, guided by a long-standing commitment to innovation, quality, and client service. As a 100% employee-owned company, we bring a strong sense of ownership, accountability, and pride to every project.

Today, we operate 24 offices nationwide and employs more than 4,800 construction professionals. The company holds California Contractor License No. 92, one of the state's oldest active licenses, and has been named California's No. 1 Top Contractor by Engineering News-Record for 13 consecutive years. In Northern California alone, Swinerton's seven offices and 1,900-plus professionals provide the depth of resources, expertise, and local presence needed to successfully deliver complex projects.

CMAR EXPERTISE WITH GUARANTEED MAXIMUM PRICE DELIVERY

Swinerton has extensive experience managing CMAR projects throughout California. A prominent example is the **Orange County Sanitation District Headquarters Building in Fountain Valley, California.** This project, delivered under a CMAR contract, involved the construction of a new, state-of-the-art headquarters facility to support the district's administrative and operational needs.

ENVIRONMENTAL AND WASTE FACILITY EXPERIENCE

We bring extensive experience delivering waste treatment, environmental remediation, and hazardous materials projects in active and highly regulated environments. Our portfolio includes industrial wastewater treatment and renewable natural gas facilities, waste treatment plant upgrades, hazardous material remediation on occupied campuses, complex laboratory renovations involving hazardous chemical systems, and demolition projects requiring comprehensive environmental planning and regulatory coordination.

PREFABRICATED METAL BUILDING AND INDUSTRIAL FACILITY EXPERIENCE

Swinerton has extensive experience delivering prefabricated and pre-engineered metal buildings, including warehouses, industrial facilities, adaptive reuse projects, and modular developments. Notably, the **Labath Landing Interim Housing Development project involved the delivery and installation of prefabricated modular units** requiring precise foundation coordination, utility connections, and site infrastructure, demonstrating our ability to successfully integrate off-site manufactured components into a fully operational facility.

#1
Top Ranked GC in California for the Past 13 Years by ENR

$2B
CMAR Projects Delivered

700+
Public/Civic Projects Delivered in California

90+
County Projects Delivered

60+
Projects Delivered in Sonoma County

Zero Waste Sonoma - Household Hazardous Waste Facility

4.1.4. Provide descriptions of the three (3) most relevant contracts completed within the past five (5) years. For each project, include the owner, project location, scope, construction value, delivery method, dates of performance, and a summary of the Proposer's responsibilities and outcomes.



MECHOOPDA WASTEWATER TREATMENT FACILITY

Contract 1: Mechoopda Wastewater Treatment Facility

Client: Mechoopda Indian Tribe | Location: Oroville, CA | Contract Value: $19.7M | Completed: August 2023 | Delivery Method: Design-Build

Swinerton provided design-build services for a new casino and integrated wastewater treatment facility featuring a prefabricated sprung structure, modular wastewater treatment plant, and 400-stall parking lot. The project included gaming, dining, administrative, and back-of-house spaces, requiring coordination of prefabricated systems, site utilities, and civil infrastructure.

Swinerton self-performed concrete, drywall, specialty ceilings, millwork, and doors, frames, and hardware while leading the collaborative design process. This project is highly relevant to the Household Hazardous Waste Facility because it demonstrates experience delivering specialized environmental infrastructure, integrating prefabricated systems with site-built improvements, and self-performing concrete work while meeting stringent operational and environmental requirements.



SONOMA STATE UNIVERSITY SCHULZ INFORMATION CENTER

Contract 2: Sonoma State University Task Order-Construction Agreement

Client: Sonoma State University | Location: Rohnert Park, CA | Contract Value: $18M | Completed: January 2021 | Delivery Method: CMAR

Swinerton served as Construction Manager and general contractor under a Task Order-Construction Agreement supporting up to $30 million in campus improvements over two years. The program included renovations across multiple facilities, classroom technology and media center upgrades, modular office infrastructure, and upgrades to electrical, data, HVAC, plumbing, fire-life-safety, and campus-wide electrical systems.

Managing multiple concurrent projects under separate agreements required complex phasing and stakeholder coordination. Swinerton successfully delivered the work despite design changes, unforeseen conditions, and COVID-19 impacts while maintaining campus operations, demonstrating our ability to manage multiple scopes under a public agency CMAR framework and deliver prevailing wage projects on schedule and within budget.



LABATH LANDING INTERIM HOUSING DEVELOPMENT

Contract 3: Labath Landing Interim Housing Development

Client: City of Rohnert Park / DignityMoves | Location: Rohnert Park, CA | Contract Value: $8.1M | Completed: October 2022 | Delivery Method: CMAR / General Contractor

Labath Landing is the City of Rohnert Park's first interim housing community, providing 60 prefabricated housing units and shared amenities including dining, recreation, laundry, case management, and support service spaces.

Swinerton self-performed concrete and carpentry work while coordinating foundations, utilities, and MEP systems to support the installation of the prefabricated units. The project is particularly relevant to the Household Hazardous Waste Facility because it required extensive coordination between prefabricated components, site utilities, and self-performed civil and concrete work for a Sonoma County public agency client.

4.1.5. Provide documentation demonstrating that the Proposer holds all licenses required to perform the Services in the State of California, including evidence that the Proposer is properly licensed and in good standing.

Evidence of California Licensing

Swinerton Builders is a wholly-owned subsidiary of Swinerton Incorporated. Swinerton Incorporated is 100% employee-owned. Approximately 50% is held by the Swinerton 401(k) & Savings Plan, and the balance is split among 900 plus employees of the various Swinerton Incorporated family of companies. No single individual employee owns 4% or more of the stock of Swinerton Incorporated.


CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number 92
Entity CORP
Business Name SWINERTON BUILDERS

Classification(s) B A C12 C29 C39 C-4 C50 C-9
C-2 C-6 C-8 C33 C35 C-5 C10
C21 C61/D28 ASB C16

Expiration Date 08/31/2027
www.cslb.ca.gov

1000000296 - SWINERTON BUILDERS

Customer Account Lookup

PWCR: 1000000296	Legal Entity Name: SWINERTON BUILDERS
Contractor Status: DIR Approved	Doing Business As (DBA): SWINERTON BUILDERS
CSLB: 92	Business Structure: Corporation - C corp
Business Phone: 9256026400	President: David C. Callis
Ext:	Email: legallicensing@swinerton.com
Registration Start Date: 2026-07-01	Registration End Date: 2029-06-30

Crafts: General Engineering, General Building

License Classifications

STATE	LICENSE NO.	TYPE/CLASSIFICATION	QUALIFYING INDIVIDUAL	EXPIRATION DATE
California	92	A - General Engineering Contractor	R. Haj	8/31/2027
California	92	B - General Building Contractor	R. Haj	8/31/2027
California	92	Cert – ASB - Certification: Asbestos	G. Nuno	8/31/2027
California	92	C2 - Insulation & Acoustical	R. Haj	8/31/2027
California	92	C4 - Boiler, Hot Water Heating & Steam Fitting	R. Haj	8/31/2027
California	92	C5 - Framing & Rough Carpentry	R. Haj	8/31/2027
California	92	C6 - Cabinet, Millwork & Finish Carpentry	R. Haj	8/31/2027
California	92	C8 – Concrete	R. Haj	8/31/2027
California	92	C9 – Drywall	K. Dancey	8/31/2027
California	92	C10 – Electrical	M. Renz	8/31/2027
California	92	C12 - Earthwork & Paving	R. Haj	8/31/2027
California	92	C16 - Fire Protection	J. Good	8/31/2027
California	92	C21 – Building Moving, Demolition	G. Nuno	8/31/2027
California	92	C29 – Masonry	R. Haj	8/31/2027
California	92	C33 - Painting & Decorating	R. Haj	8/31/2027
California	92	C35 - Lathing & Plastering	R. Haj	8/31/2027
California	92	C39 – Roofing	R. Haj	8/31/2027
California	92	C50 - Steel, Reinforcing	R. Haj	8/31/2027
California	92	C61/D28 - Doors, Gates, and Activating Devices	R. Haj	8/31/2027

Proof of Good Standing

Secretary of State
Certificate of Status

I, SHIRLEY N. WEBER, PH.D., California Secretary of State, hereby certify:

Entity Name:	SWINERTON BUILDERS
Entity No.:	0053868
Registration Date:	05/22/1908
Entity Type:	Stock Corporation - CA - General
Formed In:	CALIFORNIA
Status:	Active

The above referenced entity is active on the Secretary of State's records and is authorized to exercise all its powers, rights and privileges in California.

This certificate relates to the status of the entity on the Secretary of State's records as of the date of this certificate and does not reflect documents that are pending review or other events that may impact status.

No information is available from this office regarding the financial condition, status of licenses, if any, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of August 26, 2026.

SHIRLEY N. WEBER, PH.D.
Secretary of State

Certificate No.: 493181331

To verify the issuance of this Certificate, use the Certificate No. above with the Secretary of State Certification Verification Search available at **biz**fileOnline.sos.ca.gov.

4.1.6. Demonstrate the Proposer's experience as the prime contractor by providing examples of projects completed within the past ten (10) years

MECHOOPDA WASTEWATER TREATMENT PLANT

Address/Location:
149 Openshaw Road
Oroville, CA 95965

Project Size
55,785 SF

Facility Type
Wastewater Treatment Plant

Owner Contact
Mechoopda Indian Tribe
Sandra Knight
Director of Economic Development
530.518.0957

Architect Contact
Cuningham Group
Brett Ewing
Principal
702.946.5392

Relevance
- CMAR Delivery
- Over $10 Million
- Over 10,000 SF
- Prefabricated and Modular Components

Swinerton served as the Construction Manager at Risk for site infrastructure improvements and provided design-assist general contracting services for the construction of a wastewater treatment plant on previously undeveloped tribal reservation land. The project included a water treatment system with a 250,000-gallon storage tank supplied by an onsite well, a modular packaged Membrane Bioreactor (MBR) wastewater treatment facility with evaporation field, a half-mile extension of underground PG&E electrical service, site grading and civil improvements, a 400-stall surface parking lot, and a new entrance road and bridge spanning environmentally sensitive wetlands.

The project also included construction of a temporary Class II gaming facility utilizing a sprung structure to accelerate delivery and reduce costs compared to conventional construction. Supporting development included new utility infrastructure, the entrance bridge, and integration with the modular wastewater treatment system. The facility features 349 slot machines, an 11-seat bar, a 100-seat restaurant, a players club, a cash cage, back-of-house modular offices, a modular kitchen, and a 400-stall surface parking lot.

Swinerton self-performed the concrete, drywall, specialty ceilings, millwork, and doors/frames/hardware scopes.







Mechoopda Wastewater Treatment Plant (continued)

Whether the project was a construction manager at risk project, a design-build project or another alternative delivery (not design-bid-build) project, and Proposer's role in that project:	Yes, Swinerton served as the Construction Manager at Risk for the project, providing preconstruction, design-assist, constructability review, cost estimating, procurement, scheduling, and construction management services. Working collaboratively with the Mechoopda Indian Tribe and design team during design development, Swinerton helped advance the design, manage risk, and coordinate construction of the wastewater treatment plant, site infrastructure, utility systems, and modular treatment facilities while delivering the project under a CMAR delivery model.
If the project was a prefabricated metal project:	Yes. The project incorporated prefabricated and modular components, including a modular packaged Membrane Bioreactor (MBR) wastewater treatment facility and modular support buildings. Off-site fabrication enabled accelerated installation, improved quality control, and reduced construction duration on the previously undeveloped site while supporting efficient delivery of critical utility infrastructure.
If project was a public work, name of agency, contact person, email and telephone number:	N/A, the client was the Mechoopda Indian Tribe
If Proposer was a subcontractor, name of general contractor, contact person, email and telephone number:	Swinerton was the general contractor.
Contracted completion date:	April 2024
Date completed:	February 2024
Initial contract amount (as of time of bid award):	$19,735,633
Final contract amount and reason for any escalation:	$19,735,633
List of any claims and disputes and resolution:	None
List of any liquidated damages assessed:	None

Address/Location:
18480 Bandilier Circle
Fountain Valley, CA 92708

Project Size
109,000 SF

Facility Type
Pubic/Civic Building

Owner Contact
Orange County Sanitation District
Andrew Brown
Engineering Supervisor
714.593.7052

Architect Contact
HDR, Inc.
Steven Christian
Associate Design Principal
206.218.9586

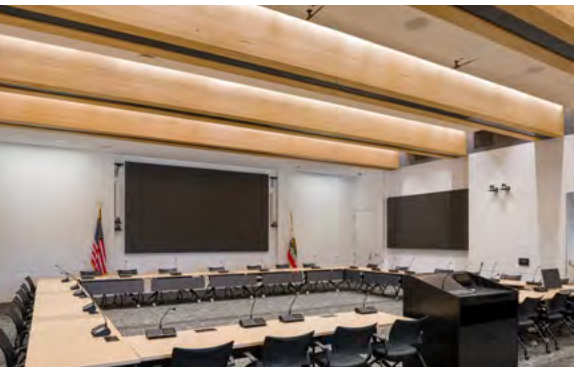
Relevance

- At Least $10 Million
- At Least 10,000 SF
- Large-Scale, Complex Program
- Net-Zero Energy and LEED Gold
- Prefabricated System

ORANGE COUNTY SANITATION DISTRICT HEADQUARTERS BUILDING

Swinerton provided general contracting services for the construction of a new three-story headquarters for the Orange County Sanitation District. The 109,000-square-foot facility includes a public lobby, board room, conference and break rooms, employee offices, catering kitchen, restrooms, and storage areas. A new pedestrian bridge across Ellis Avenue connects the headquarters to the existing treatment plant, ensuring safe and convenient access. Designed to achieve LEED Gold and Net-Zero Energy certification, the building incorporates an innovative hybrid superstructure of mass timber and steel braces and features a striking diagrid glued-laminated timber roof at the main lobby entrance.

Swinerton installed a prefabricated modular MDF room on the plant side of the headquarters to support mission-critical communications and operations. The enclosure was constructed off-site using reinforced concrete panels under controlled conditions to ensure consistent quality and minimize on-site disruption. Upon completion, the module was transported on specialized carriers for oversized loads, staged for inspection, and crane-set onto prepared foundations with precise alignment to the building infrastructure. Final power, data, and mechanical tie-ins were completed on-site, fully integrating the MDF room with plant systems. The modular delivery approach streamlined installation, reduced construction time, and minimized operational impacts within the active facility.







Orange County Sanitation District Headquarters (continued)

Whether the project was a construction manager at risk project, a design-build project or another alternative delivery (not design-bid-build) project, and Proposer's role in that project:	Although the Orange County Sanitation District Headquarters was delivered under a design-bid-build contract, Swinerton applied strategies **typical of the CMAR approach.** Engaged early in the process, Swinerton provided comprehensive preconstruction services—including constructability reviews, value engineering, and cost estimating—ensuring alignment with project goals before construction began. **This early involvement fostered close collaboration** with the client and design team, enabling proactive risk management and optimization of building systems. Throughout the project, Swinerton maintained transparent communication and a partnership-driven environment, coordinating complex scopes such as the hybrid mass timber and steel-braced superstructure. By prioritizing client objectives and implementing solutions that enhanced schedule and budget certainty, Swinerton delivered the headquarters with the **same integration, flexibility, and accountability that define successful CMAR projects.**
If the project was a prefabricated metal project:	No. This project utilized a hybrid mass timber and structural steel structural system rather than a prefabricated metal building system. While certain components were prefabricated off-site, including mass timber elements and a modular MDF room, the project's primary structural approach consisted of glulam columns and beams, CLT floor panels, and steel braced frames rather than a prefabricated metal building package.
If project was a public work, name of agency, contact person, email and telephone number:	Orange County Sanitation District, Andrew Brown, Engineering Supervisor, 714.593.7052
If Proposer was a subcontractor, name of general contractor, contact person, email and telephone number:	Swinerton was the general contractor.
Contracted completion date:	December 2023
Date completed:	June 2024 (granted full extension to June 2024 due to owner changes)
Initial contract amount (as of time of bid award):	$102,545,000
Final contract amount and reason for any escalation:	$108,969,973 (increase due to owner-requested modifications to the original scope)
List of any claims and disputes and resolution:	None
List of any liquidated damages assessed:	None

CONFIDENTIAL TECHNOLOGY CLIENT PROJECT STEEL

Address/Location:
Confidential
Colorado Springs, CO 80907

Project Size
132,000 SF

Facility Type
Manufacturing Facility
Laboratory

Owner Contact
CPI Group
Kevin St. Clair
Owner's Representative
720.352.1383

Architect Contact
Arcadis
David Lanning
Senior Architect
440.263.7826

Relevance
- Alternative Delivery
- Over $10 Million
- Over 10,000 SF
- Specialized Piping to Convey Hazardous Chemicals and Waste

Swinerton provided general contracting services for the renovation of occupied laboratory and manufacturing space supporting hazardous material processing and waste management operations. The project included the installation of 16 specialized process piping systems designed to safely convey hazardous chemicals, corrosive acids, industrial wastes, and solvent streams, along with dedicated waste collection systems, chemical-resistant drainage infrastructure, exhaust systems, scrubbers, and a surgical-grade air handling unit serving critical cleanroom environments. The work required rigorous coordination, quality control, and safety protocols to ensure regulatory compliance, environmental protection, and uninterrupted facility operations.

Throughout preconstruction and construction, Swinerton worked closely with facility operators and end users to identify critical process requirements, maintain operational continuity, and mitigate risks associated with hazardous materials handling. The team leveraged VDC and BIM coordination to integrate complex process, mechanical, electrical, and plumbing systems, while proactively managing long-lead equipment procurement and installation. Extensive coordination of specialty piping, ventilation, exhaust, and waste treatment systems minimized conflicts, reduced rework, and ensured the safe and reliable operation of all critical facility infrastructure.





Confidential Technology Client Project Steel (continued)

Whether the project was a construction manager at risk project, a design-build project or another alternative delivery (not design-bid-build) project, and Proposer's role in that project:	The project was delivered using a design-assist approach rather than a CMAR contract. However, the delivery method shared many characteristics of CMAR, including early contractor involvement during design, collaboration with the owner, designers, and specialty trade partners, constructability reviews, budgeting and scheduling input, long-lead procurement planning, and extensive VDC/BIM coordination. Swinerton's role included providing preconstruction expertise and coordinating complex process piping, hazardous waste, and MEP systems to reduce risk, improve constructability, and support efficient project delivery while maintaining ongoing facility operations.
If the project was a prefabricated metal project:	No. The project was not a prefabricated metal building project. While it utilized extensive process piping, mechanical systems, exhaust infrastructure, and specialized laboratory equipment that may have incorporated prefabricated components, the scope primarily involved the renovation and fit-out of an existing 132,000-square-foot laboratory and manufacturing facility.
If project was a public work, name of agency, contact person, email and telephone number:	N/A, the client is a confidential technology company.
If Proposer was a subcontractor, name of general contractor, contact person, email and telephone number:	Swinerton was the general contractor.
Contracted completion date:	February 2022
Date completed:	February 2022
Initial contract amount (as of time of bid award):	$39,045,508
Final contract amount and reason for any escalation:	$39,045,508
List of any claims and disputes and resolution:	None
List of any liquidated damages assessed:	None

CONFIDENTIAL TECHNOLOGY CLIENT WASTE TREATMENT PLANT TANK REPLACEMENT

Address/Location:
Confidential
Santa Rosa, CA 95403

Project Size
4,800 SF

Facility Type
Waste Treatment Plant Tank

Owner Contact
Confidential Client
Alex Murphy
Program Manager
707.577.6718

Engineer Contact
Arcadis
Marcel Williams
Senior Structural Engineer
415.769.7783

Relevance

- Located in Sonoma County
- Hazardous Materials Operations
- Operational Continuity
- Active Facility
- Complex Utility/Process Systems
- Environmental/Regulatory Compliance

Swinerton provided general contracting services for a confidential client's waste treatment plant (WTP) tank replacement. To maintain campus operations, sequencing required the addition of temporary tanks to use as intermediate storage and processing areas for the treatment of the discharge. Subsequent work included the demolition of the existing tanks, modifications to the existing secondary containment, casting of new equipment pads, and sealing of new slabs with chemical resistant coatings. New sensors and controls to solenoid valves tie into the control room panels to control, monitor, and alarm for any low or high tank levels. The final phase of the tank replacement included the opening of the building roof. The existing tanks were hoisted out by crane, new tanks were set, and the roof was patched. The plant remained fully operational throughout construction and all systems remained functional during installation.







Confidential Technology Client Waste Treatment Plant Tank Replacement (continued)

Whether the project was a construction manager at risk project, a design-build project or another alternative delivery (not design-bid-build) project, and Proposer's role in that project:	No, this project was a part of a Master Service Agreement.
If the project was a prefabricated metal project:	No. While this was not a prefabricated metal building project, it involved many of the same construction challenges, including the installation of large prefabricated process equipment, complex utility and controls integration, specialized hazardous-waste infrastructure, and work within an active operational facility requiring detailed sequencing and coordination.
If project was a public work, name of agency, contact person, email and telephone number:	N/A, the client is a confidential technology company.
If Proposer was a subcontractor, name of general contractor, contact person, email and telephone number:	Swinerton was the general contractor.
Contracted completion date:	Phase II: August 2025
Date completed:	Phase II: January 2025 (extended due to owner-directed delays, including bulletin issuance and design drawing revisions)
Initial contract amount (as of time of bid award):	Phase II: $4,009,497
Final contract amount and reason for any escalation:	Phase II: $4,271,979 (increase due to design development, equipment coordination, additional piping, and controls integration during construction)
List of any claims and disputes and resolution:	None
List of any liquidated damages assessed:	None

DISTRIBUTED COMMON GROUND STATION OPERATIONS FACILITY

Address/Location:
Beale Air Force Base
Building 23265
Yuba City, CA 95903

Project Size
85,000 SF

Facility Type
Mission Critical Facility

Owner Contact
U.S. Army Corps of Engineers
Sacramento
Robert Caputo (formerly with USACE)
Federal Program Manager
916.353.4533

Architect Contact
Jacobs
Kristine Hargraves
Architectural Principal
952.334.8149

Relevance
- Over $10 Million
- Over 10,000 SF
- Utility Infrastructure
- Complex Building Systems
- Critical Facility

Swinerton provided general contracting services for the construction of a new two-story operations facility at Beale Air Force Base, delivered within a continuously occupied and highly secure operational campus with uninterrupted mission requirements. Similar to the Sonoma Waste project's complex process and utility infrastructure, this facility required extensive mechanical, electrical, communications, backup power, stormwater management, and site utility systems to support critical 24/7 operations. The building includes a 13,000-square-foot operations floor, mission planning and command spaces, administrative offices, an auditorium, a 12,000-square-foot data center, and a Sensitive Compartmented Information Facility (SCIF), all supported by highly redundant infrastructure and sophisticated building systems.

The project featured significant civil and site development work across an eight-acre campus, including stormwater collection and treatment systems, utility improvements, concrete paving, parking, landscaping, and extensive demolition of existing facilities. The work required careful coordination of complex building systems, critical infrastructure, environmental controls, and ongoing campus operations while maintaining continuous access and functionality throughout construction.







Distributed Common Ground Station Operations Facility (continued)

Whether the project was a construction manager at risk project, a design-build project or another alternative delivery (not design-bid-build) project, and Proposer's role in that project:	Although delivered as a traditional design-bid-build project, the Beale Air Force Base Operations Facility shared many characteristics commonly associated with CMAR delivery. The project required extensive coordination among the owner, designers, and multiple specialty trade partners to integrate highly complex mechanical, electrical, communications, security, backup power, and mission-critical infrastructure systems. Construction also occurred within an active, continuously operating campus, requiring careful phasing, stakeholder coordination, logistics planning, and maintenance of ongoing operations throughout the project, similar to the collaborative and risk-management approach often seen on CMAR projects.
If the project was a prefabricated metal project:	No. While this was not a prefabricated metal building project, it did involve the installation and coordination of extensive structural, mechanical, electrical, communications, and mission-critical infrastructure systems. The project required a high level of trade coordination, complex building system integration, and detailed construction sequencing similar to that often required on large prefabricated industrial and infrastructure facilities.
If project was a public work, name of agency, contact person, email and telephone number:	U.S. Army Corps of Engineers Sacramento, Robert Caputo (formerly with USACE), Federal Program Manager, 916.353.4533, Caputo@wapa.gov
If Proposer was a subcontractor, name of general contractor, contact person, email and telephone number:	Swinerton is the general contractor.
Contracted completion date:	April 2018
Date completed:	July 2018 (due to weather impacts from record back-to-back winter rainfall coinciding with critical construction milestones)
Initial contract amount (as of time of bid award):	$53,699,643
Final contract amount and reason for any escalation:	$56,563,090 (change orders attributable to owner generated scope)
List of any claims and disputes and resolution:	None
List of any liquidated damages assessed:	None

SACRAMENTO INTERNATIONAL AIRPORT AUTOCLAVE UPGRADE

Address/Location:
6671 Lindberg Drive
Sacramento, CA 95837

Project Size
5,000 SF

Facility Type
Specialized Facility Upgrade

Owner and Engineer Contact
Sacramento County Department of Airports
Rachel Alexander
Assistant Engineer
916.874.0618

The project was self-engineered by Sacramento County.

Relevance

- Utility Infrastructure
- Active Environment
- Compliance with Federal Requirements Governing International Waste Handling
- Phased Construction to Minimize Operational Impacts

Under Sacramento International Airport's (SMF) Job Order Contracting (JOC) program, Swinerton delivered the SMF Autoclave Upgrade project, a critical facility upgrade supporting the airport's international operations. The project included site, utility, and building improvements required to install a commercial autoclave system used to sterilize regulated waste from arriving international flights.

Federal regulations require that certain waste materials originating from international aircraft, including food products, packaging, and other potentially biohazardous refuse, be sterilized before disposal to prevent the introduction of foreign agricultural pests, diseases, and contaminants into the United States. To support this critical airport function, the project included selective demolition, structural modifications, utility upgrades, and extensive mechanical, electrical, and plumbing improvements required to integrate the new autoclave equipment into the existing facility.

Performed within an active airport environment, the work required careful phasing and coordination to maintain uninterrupted operations while meeting stringent safety, security, and regulatory requirements. Swinerton successfully delivered the project with minimal disruption, expanding the airport's capacity to safely process international waste and maintain regulatory compliance.continued growth of international air service.







Sacramento International Airport Autoclave Upgrade (continued)

Whether the project was a construction manager at risk project, a design-build project or another alternative delivery (not design-bid-build) project, and Proposer's role in that project:	No, this was a design-bid-build project. Although delivered under as a design-bid-build, the project required many of the same principles as a CMAR delivery method, including early contractor involvement, detailed coordination with stakeholders and facility users, evaluation of constructability and operational impacts, phased work planning, and proactive management of cost, schedule, and risk within an active airport environment.
If the project was a prefabricated metal project:	No. This project was a specialized facility upgrade involving equipment installation, utility improvements, and building modifications within an existing airport facility.
If project was a public work, name of agency, contact person, email and telephone number:	Sacramento County Department of Airports, Rachel Alexander, Assistant Engineer, 916.874.0618, alexanderr@saccounty.gov
If Proposer was a subcontractor, name of general contractor, contact person, email and telephone number:	Swinerton was the general contractor.
Contracted completion date:	May 2019
Date completed:	May 2019
Initial contract amount (as of time of bid award):	$184,844
Final contract amount and reason for any escalation:	$199,997 (increase due to added scope to replace a water softener found to be at end of life)
List of any claims and disputes and resolution:	None
List of any liquidated damages assessed:	None

ILANI WATER RECLAMATION PLANT EXPANSION

Address/Location:
1 Cowlitz Way
Ridgefield, WA 98642

Project Size
14,000 SF

Facility Type
Wastewater Treatment Plant

Owner Contact
Cowlitz Tribal Gaming Authority
Taylor Morelli
VP of Project Management
& Property Services
360.887.6611

Engineer Contact
Parametrix
Glen Barcus
Senior Electrical Designer
253.604.6613

Relevance
- Over 10,000 SF
- Specialized Waste Management Infrastructure
- Complex Utility Systems
- New Process Equipment
- Active Operations

Swinerton provided general contracting services to double the capacity of the ilani Wastewater Treatment Plant. The project was an upgrade to their existing 14,000-square-foot facility that operates out of one building with two MBR, Aeration, and Anoxic Tanks to filter the wastewater for the entire ilani Casino. The scope of work included a new steel structure building, steel covered walkway structure that connection the new building to existing operations facility, and created two additional MBR, Aeration, Anoxic tanks, and equipment and utilities to function these pieces of wastewater treatment systems to allow the casino to further grow their campus.

The biggest challenge of this project was finding strategies to complete all the construction activities while the facility was fully operational to prevent the disturbances to the casino's day to day operations. This project never would have been successful without constant and clear communication with ownership and proper precautions to complete every days activities.







ilani Water Reclamation Plant Expansion (continued)

Whether the project was a construction manager at risk project, a design-build project or another alternative delivery (not design-bid-build) project, and Proposer's role in that project:	No, this was not a CMAR project; however, it incorporated many CMAR-like practices, including early constructability planning, stakeholder collaboration, utility coordination, risk mitigation, and phased construction within an active wastewater treatment facility to maintain continuous operations throughout construction.
If the project was a prefabricated metal project:	No. While not a prefabricated metal building project, it included a new steel structure, prefabricated treatment equipment, and complex utility and process-system integration within an active wastewater treatment facility.
If project was a public work, name of agency, contact person, email and telephone number:	N/A, this project was not for a public works agency.
If Proposer was a subcontractor, name of general contractor, contact person, email and telephone number:	Swinerton was the general contractor.
Contracted completion date:	April 2026
Date completed:	April 2026
Initial contract amount (as of time of bid award):	$7,207,575
Final contract amount and reason for any escalation:	$9,224,696 (due to an additional injection well project that the owner requested to be added as a change order)
List of any claims and disputes and resolution:	None
List of any liquidated damages assessed:	None

PASCO RESOURCE RECOVERY CENTER

Address/Location:
981 E Foster Wells Road
Pasco, WA 99301

Site Size
35 Acres

Facility Type
Wastewater Treatment Plant
Biorefinery Facility

Owner Contact
Burnham RNG, LLC
Mark Palmquist
Director, Capital Projects
919.793.5030

Engineer Contact
Biogas Engineering
Gautam Arora
CEO
562.786.5656

Relevance

- Alternative Delivery
- Over 10,000 SF
- Specialized Waste Management Infrastructure
- Complex Process Systems
- Environmental Compliance
- Processing of Waste Streams

Swinerton Energy is constructing the Pasco Resource Recovery Center, an innovative industrial wastewater treatment and biorefinery facility that converts food processing wastewater into renewable natural gas (RNG). Delivered through an Engineering, Procurement, and Construction (EPC) contract, the facility incorporates advanced treatment and resource recovery systems, including two 40-million-gallon anaerobic digesters, a 2-million-gallon equalization tank, four 2.4-million-gallon sequential batch reactors, aeration blowers, biological hydrogen sulfide removal, enclosed flare and boiler systems, and an RNG membrane-based upgrading plant. The approximately 8-MGD facility is capable of producing up to 2,500 SCFM of RNG and includes a 50,000-square-foot greenhouse and headhouse supporting treatment operations.

Swinerton Energy also provided extensive preconstruction services, including cost estimating, constructability reviews, procurement planning, scheduling, risk management, and value engineering. Through close collaboration with the owner and design team, Swinerton helped optimize system design, support budget and schedule objectives, and streamline construction of this highly technical process facility. The project demonstrates expertise in complex environmental infrastructure, wastewater treatment, utility integration, and renewable energy production.







Pasco Resource Recovery Center (continued)

Whether the project was a construction manager at risk project, a design-build project or another alternative delivery (not design-bid-build) project, and Proposer's role in that project:	While not a CMAR project, Swinerton Energy served as the Engineering, Procurement, and Construction (EPC) contractor and provided many of the same services, including preconstruction planning, cost estimating, value engineering, constructability reviews, procurement planning, and risk management to support the successful delivery of this complex wastewater treatment and renewable natural gas facility
If the project was a prefabricated metal project:	No. This was not a prefabricated metal building project. However, the facility included significant process infrastructure, specialized treatment equipment, utility integration, and a 50,000-square-foot greenhouse and support facilities. The project required coordination of large mechanical and process systems, prefabricated equipment components, and complex installation sequencing similar to the planning and integration challenges associated with large prefabricated industrial facilities.
If project was a public work, name of agency, contact person, email and telephone number:	N/A, the client is not a public works agency.
If Proposer was a subcontractor, name of general contractor, contact person, email and telephone number:	Swinerton was the general contractor.
Contracted completion date:	October 2024
Date completed:	December 2024 (completion date extended due to change orders)
Initial contract amount (as of time of bid award):	$137,631,769
Final contract amount and reason for any escalation:	$143,237,459 (due to change in technology from original bid)
List of any claims and disputes and resolution:	Subcontractor disputes are currently scheduled for mediation in November 2026.
List of any liquidated damages assessed:	None

COUNTY OF ORANGE ADMIN BUILDING SOUTH

Address/Location:
601 N Ross Street
Santa Ana, CA 92701

Project Size
400,000 SF

Facility Type
Public/Civic Building

Owner Contact
Griffin Structures
Deryl Robinson
Owner's Representative
949.637.2607

Architect Contact
LPA, Inc.
Larry Chiu
Managing Director
949.261.1001

Relevance
- CMAR Delivery
- Over $10 Million
- Over 10,000 SF
- Large-Scale, Complex Program
- Seismic/Structural Complexity
- Prefabricated Components

Swinerton served as the CMAR for the construction of a new six-story office building for the County of Orange. Certified LEED Silver, it utilizes a steel structural system; a precast concrete skin; and an extensive glass façade.

Most notably, the **new six-story critical facility** houses the County of Orange's Emergency Operations Center and **administrative support offices.** This serves as the command and control center for the County to carry out emergency operations and disaster management functions, **maintaining the continuity of operations, communications, and public safety during a disruptive event.** It also features a 240-person conference and event center available for County agencies and the public.

The project also included a two-level, 350-stall parking structure. Sitting below the concrete podium, it utilizes cast-in-place concrete with shotcrete walls. The structure incorporates an elevator core consisting of five elevators that lead directly into the ground floor of the building.

The building serves the following departments:

- Assessor and Treasurer/Tax Collector
- Public Works
- Orange County Flood
- Orange County Road
- Orange County Waste & Recycle
- A portion of CEO Real Estate
- Central Human Resources

Swinerton self-performed the extensive concrete scope of work.







County of Orange Admin Building South (continued)

Whether the project was a construction manager at risk project, a design-build project or another alternative delivery (not design-bid-build) project, and Proposer's role in that project:	Swinerton served as the CMAR, providing both preconstruction and construction services under a GMP. **As CMAR, we assumed full responsibility for subcontracting and project delivery, while also offering advisory services during design development**—bringing schedule, budget, and constructability expertise to the table from the earliest stages. Our early involvement allowed us to **collaborate closely with the County and design team,** optimize building systems, and fast-track critical components before the design was fully complete. This approach enabled us to bid and subcontract portions of the work while other design elements were still in progress, accelerating the schedule and maintaining cost certainty. We negotiated the GMP based on a partially completed design, incorporating performance specifications and early agreement on materials and equipment to streamline procurement. Throughout the process, Swinerton leveraged BIM and Virtual Design and Construction (VDC) tools to coordinate complex scopes, reduce risk, and ensure alignment with project goals. By maintaining transparency and adhering to the GMP, we minimized change orders and avoided costly overruns—delivering the project with the flexibility, accountability, and integration that define successful CMAR delivery.
If the project was a prefabricated metal project:	Yes. The project incorporated prefabricated structural steel components and a precast concrete façade manufactured off-site and assembled on-site. Early trade partner involvement, BIM coordination, and preconstruction planning enabled efficient fabrication and installation while supporting the accelerated delivery of this mission-critical facility.
If project was a public work, name of agency, contact person, email and telephone number:	Griffin Structures, Deryl Robinson, Owner's Representative, 949.637.2607
If Proposer was a subcontractor, name of general contractor, contact person, email and telephone number:	Swinerton was the general contractor.
Contracted completion date:	April 2020
Date completed:	May 2020 (time extension granted due to owner-added scope)
Initial contract amount (as of time of bid award):	$123,498,968
Final contract amount and reason for any escalation:	$133,364,827 (increase due to owner-added scope beyond the original GMP)
List of any claims and disputes and resolution:	None
List of any liquidated damages assessed:	None

COUNTY OF ORANGE ADMIN BUILDING NORTH

Address/Location:
645 North Ross Street
Santa Ana, CA 92701

Project Size
416,664 SF

Facility Type
Public/Civic
Office Building

Owner Contact
Griffin Structures
Deryl Robinson
Owner's Representative
949.637.2607

Architect Contact
LPA, Inc.
Larry Chiu
Managing Director
949.261.1001

Relevance
- CMAR Delivery
- Over $10 Million
- Over 10,000 SF
- Large-Scale, Complex Program
- Seismic/Structural Complexity
- Prefabricated Components

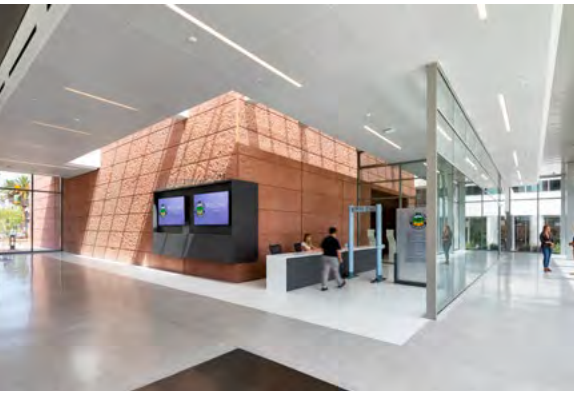
Swinerton served as CMAR for the County of Orange Civic Center Administration North project, a six-story, state-of-the-art office building delivered through a Public-Private Partnership. Designed to centralize county operations, the facility features a steel structural system, precast concrete skin, and expansive glass façade that maximizes daylight and creates an open, modern workspace. Flexible floor plates accommodate various office configurations to support evolving county needs.

A key element is the 300-seat boardroom, which functions as both an administrative meeting space and a public forum, reinforcing the county's commitment to transparency and civic engagement. The shared boardroom incorporates advanced technology, AV systems, and full Wi-Fi connectivity. The building also includes a two-level subterranean garage with 350 parking stalls for staff and visitors.

The building services the following departments:

- Board of Supervisors
- County Executive Office
- County Counsel
- Human Resources,
- Community Resources
- Healthcare Agency
- Records
- Finance

Swinerton self-performed the extensive concrete work, ensuring quality and schedule control. The project achieved LEED Silver certification for its sustainable and energy-efficient design.







County of Orange Admin Building North

Whether the project was a construction manager at risk project, a design-build project or another alternative delivery (not design-bid-build) project, and Proposer's role in that project:	As the CMAR, Swinerton was engaged early to provide comprehensive preconstruction services, including constructability reviews, value engineering, and detailed cost estimating. This **early involvement enabled close collaboration with the County and design team** to optimize building systems, enhance sustainability, and mitigate risks before construction began. Throughout the project, Swinerton maintained a **transparent, partnership-driven approach, ensuring open communication** among all stakeholders. We proactively managed complex scopes, coordinated with ongoing county operations to minimize disruption, and implemented strategies that supported schedule and budget certainty.
If the project was a prefabricated metal project:	Yes. The project incorporated prefabricated structural steel components that were fabricated off-site and delivered for installation on-site. Early engagement of the structural steel fabricator, BIM coordination, and advanced procurement strategies streamlined fabrication, sequencing, and erection, helping accelerate the schedule and reduce field rework.
If project was a public work, name of agency, contact person, email and telephone number:	Griffin Structures, Deryl Robinson, Owner's Representative, 949.637.2607
If Proposer was a subcontractor, name of general contractor, contact person, email and telephone number:	Swinerton was the general contractor.
Contracted completion date:	June 2022
Date completed:	September 2023 (time extension granted due to significant owner-added scope)
Initial contract amount (as of time of bid award):	$159,327,557
Final contract amount and reason for any escalation:	$173,048,436 (increase due to owner-added scope)
List of any claims and disputes and resolution:	None
List of any liquidated damages assessed:	None

ADDITIONAL PUBLIC WORKS FACILITY PROJECTS



Los Banos Police Station and Corporation Yard



Contra Costa County Public Works Building Expansion



Hillsboro Maintenance Facility



Coachella Valley Water District Palm Desert Critical Support Services



North Plains Public Works Facility



Salinas Police Services Headquarters



City of South San Francisco Police Operations and 911 Dispatch Center



Port of LA Warehouse Redevelopment



San Francisco Fireboat Station No. 35

ADDITIONAL CMAR EXPERTISE

With more than 400 CMAR projects in our portfolio, Swinerton brings a depth of experience that informs every phase of delivery. The following represents a selection of CMAR projects completed over the past five years.

#	PROJECT NAME	CLIENT	LOCATION	VALUE
1	Sacramento International Airport (SMF), Southwest Airlines Ground Ops Expansion	Southwest Airlines	Sacramento, CA	$6M
2	Sacramento International Airport (SMF), Concourse B Expansion	County of Sacramento	Sacramento, CA	$120M
3	Eureka Operations Complex	City of Eureka	Eureka, CA	$7.8M
4	Mechoopda Casino	Mechoopda Indian Tribe	Oroville, CA	$19.7M
5	DignityMoves Labath Landing Affordable Housing	DignityMoves	Rohnert Park, CA	$8M
6	Dignity Village Modesto Affordable Housing	DignityMoves	Modesto, CA	$2M
7	Dignity Village Alameda Affordable Housing	DignityMoves	Alameda, CA	$10M
8	Modesto Place of Worship	Confidential Client	Modesto, CA	Conf.
9	Fresno Community Medical Centers Seismic Compliance Renovation	Community Medical Centers	Fresno, CA	$7M
10	Bakersfield Place of Worship	Confidential Client	Bakersfield, CA	Conf.
11	San Francisco Fire Department Division of Training Project	San Francisco Public Works	San Francisco, CA	$252M
12	Gene Friend Recreation Center	City of San Francisco Recreation and Parks Department	San Francisco, CA	$46M
13	San Francisco International Airport (SFO), Bus Maintenance Facility	City of San Francisco Recreation and Parks Department; San Francisco International Airport	San Francisco, CA	$29M
14	UCSF Health Peninsula Outpatient Center	University of California, San Francisco	Burlingame, CA	$64M
15	County of Orange Civic Center, County Administration North	OC Public Works	Santa Ana, CA	$173M
16	County of Orange Civic Center, County Administration South	OC Public Works	Santa Ana, CA	$133M
17	John Wayne Airport Terminal Electrical Upgrades	John Wayne Airport	Santa Ana, CA	$54M
18	Hotel Del Coronado Grande Hall Renovation	BRE Hotels & Resorts	Coronado, CA	$8M
19	Hotel Del Coronado Victorian Building Meeting Rooms Renovation	BRE Hotels & Resorts	Coronado, CA	$8M
20	Illumina Copernicus Biotech Labs	Illumina, Inc.	San Diego, CA	$14M

SECTION 4.2

PROPOSER STRUCTURE, MANAGEMENT STRUCTURE, MAJOR SUBCONTRACTORS, AND KEY PERSONNEL



4.2. / PROPOSER STRUCTURE, MANAGEMENT STRUCTURE, MAJOR SUBCONTRACTORS, AND KEY PERSONNEL

4.2.1 Describe Proposer's team and management structure, including its teaming arrangements, allocation of roles and responsibilities within Proposer team and how Proposer will institutionally operate. Describe how Proposer's management structure will facilitate completion of all work required for the Project. Describe the prior experience (if any) of Proposer team members working together within a consortium, partnership, or any other form of joint venture.

TEAM MANAGEMENT AND STRUCTURE

Team Structure and Institutional Operation

Swinerton proposes to deliver the Zero Waste Sonoma Household Hazardous Waste Facility Project as a single, integrated CMAR team operating entirely within Swinerton's own organization, rather than through a joint venture, consortium, or teaming arrangement with another general contractor. This single-entity structure gives ZWS one point of accountability for every phase of the project — preconstruction, early construction, and construction — and eliminates the coordination friction, divided liability, and communication gaps that can arise when responsibility for a CMAR contract is split across multiple firms.

The team is built around Swinerton's standard CMAR delivery model, in which a dedicated Project Principal, Project Manager, and Construction Manager share responsibility for the project's success under the oversight of a Vice President/Division Manager Jeff Good, supported by preconstruction, estimating, and scheduling specialists who remain engaged from the earliest planning workshops through project closeout. This structure is intentionally sized and organized for a project of this scope, giving ZWS direct access to senior decision-makers while keeping day-to-day execution in the hands of the field and preconstruction leads who are closest to the work.



STUART PRICE (OPERATIONS MANAGER AND SONOMA COUNTY RESIDENT), JEFF GOOD (VICE PRESIDENT/DIVISION MANAGER), AND RYAN CAMPBELL (CONSTRUCTION MANAGER) AT THE RIBBON CUTTING CEREMONY FOR THE LABATH LANDING INTERIM HOUSING DEVELOPMENT IN ROHNERT PARK

Roles and Responsibilities

The table below identifies the Key Personnel proposed for the project along with their role and responsibilities.

NAME/ROLE	RESPONSIBILITIES
Marlene Moncada Project Principal/ Project Executive	**Primary Contact.** Holds ultimate contractual authority and accountability for the Project, serving as ZWS's senior point of escalation and ensuring corporate resources are committed as needed.
Austin Shaw Senior Project Manager	Directs day-to-day management of preconstruction and construction activities, owns the Project schedule and budget, and serves as the primary interface with the Architect, ZWS staff, and Owner's Representative.
Ryan Campbell Construction Manager	Responsible for means and methods, subcontractor coordination, and translating the Preconstruction Phase plan into buildable construction sequencing.
Bryce Campbell Construction Superintendent	Leads on-site field operations, safety, quality control, and daily coordination of trade contractors during the Construction Phase.
Slavik Formuzal Scheduler	Develops and maintains the Baseline Construction Phase Project Schedule and monitors critical path activities throughout Preconstruction and Construction.
Omar Mutwakil Lead Estimator	Leads cost model development, GMP proposal preparation, and value engineering support in coordination with the Independent Cost Estimator.
Brock Hoffman Precon Manager	Coordinates constructability reviews, Early Construction Phase package definition, and design-phase collaboration with the Architect and ZWS.
Jeff Good Vice President/ Division Manager	Provides executive oversight of the team, holds corporate authority to allocate additional resources, and serves as a secondary escalation point above the Project Principal.



How the Management Structure Facilitates Project Completion

Reporting lines run directly from Construction Superintendent Bryce Campbell and Preconstruction Manager Brock Hoffman to Senior Project Manager Austin Shaw, who in turn reports to Project Principal/Project Executive Marlene Moncada and Vice President/Division Manager Jeff Good. This flat, direct-line structure keeps decisions close to the people executing the work while ensuring that any issue requiring executive attention reaches senior leadership quickly. **Because the same Key Personnel are intended to serve from project start through finish, ZWS benefits from continuity of institutional knowledge across the Preconstruction, Early Construction, and Construction Phases, avoiding the delays and re-learning that come with staff turnover between phases.**

The team's internal operating rhythm, including regular progress and coordination meetings, a defined change management and escalation protocol, and shared scheduling and cost reporting tools, is described further in Swinerton's response to Section 4.3 (Preconstruction Phase Services and Project Approach). This approach is designed to keep ZWS, COAR, and the Swinerton team aligned at every milestone and to surface risks early enough to manage them without impacting the project schedule or budget.

Prior Experience Working Together

Because Swinerton is proposing to self-perform this project rather than through a joint venture, consortium, or other multi-firm partnership, there is no external teaming entity whose track record must be evaluated. The Key Personnel identified above are all Swinerton employees who have a long history of working together and have successfully collaborated on numerous projects. Their established working relationships, shared processes, and familiarity with one another's roles contribute to effective coordination and project delivery. A snapshot of projects completed together are provided below.

CITY OF SANTA ROSA HEARN COMMUNITY HUB - PHASE ONE



PROPOSED STAFF INVOLVED

- Jeff Good, Vice President/Division Manager
- Marlene Moncada, Project Principal/Project Executive
- Omar Mutwakil, Lead Estimator
- Ryan Campbell, Construction Manager
- Bryce Campbell, Construction Superintendent
- Slavik Formuzal, Senior Scheduler
- Brian Huddleston, Director of Preconstruction
- Stuart Price, Operations Manager

USDA AGRICULTURAL RESEARCH SERVICES (ARS) RESEARCH AND DEVELOPMENT CENTER



PROPOSED STAFF INVOLVED

- Jeff Good, Vice President/Division Manager
- Austin Shaw, Senior Project Manager
- Ryan Campbell, Construction Manager
- Slavik Formuzal, Senior Scheduler
- Stuart Price, Operations Manager

LOS BANOS POLICE STATION AND CORPORATION YARD



PROPOSED STAFF INVOLVED

- Jeff Good, Vice President/Division Manager
- Marlene Moncada, Project Principal/Project Executive
- Ryan Campbell, Construction Superintendent
- Slavik Formuzal, Senior Scheduler
- Stuart Price, Operations Manager

CHICO STATE UNIVERSITY SERVICES BUILDING



PROPOSED STAFF INVOLVED

- Jeff Good, Vice President/Division Manager
- Omar Mutwakil, Lead Estimator
- Ryan Campbell, Construction Superintendent
- Slavik Formuzal, Senior Scheduler
- Brian Huddleston, Director of Preconstruction
- Stuart Price, Operations Manager

4.2.2 Identify the Major Subcontractor(s) from which the CMAR Firm intends to request bids as Major Subcontractor(s) on the Project and describe the prior experience (if any) of Proposer and Subcontractors working together.

MAJOR SUBCONTRACTORS

Swinerton is currently collaborating with a select group of highly qualified trade partners to review project requirements, explore constructability opportunities, and gather valuable technical input. These early discussions are designed to promote collaboration, identify efficiencies, and ensure a shared understanding of project scope and design intent.

At this stage, Swinerton is intentionally refraining from finalizing trade partners to preserve a competitive bidding environment. Critical early trade partners will be bid and awarded at the optimum time during preconstruction to ensure early design and procurement milestones are met. We will actively involve the ZWS, the County, COAR, and engineering partners throughout the trade partner selection process to ensure transparency and alignment. By continuing to engage multiple partners and deferring final selections, we can **leverage market competition, maximize value, and secure the most competitive pricing for ZWS,** while also confirming that eventual trade partners align with the project's goals, standards, and performance expectations.

We have provided an abbreviated list of our preferred trade partners, with whom we regularly work and who have proven experience and confidence in this delivery approach. This list is representative of the major trade partners we intend to solicit for the project.

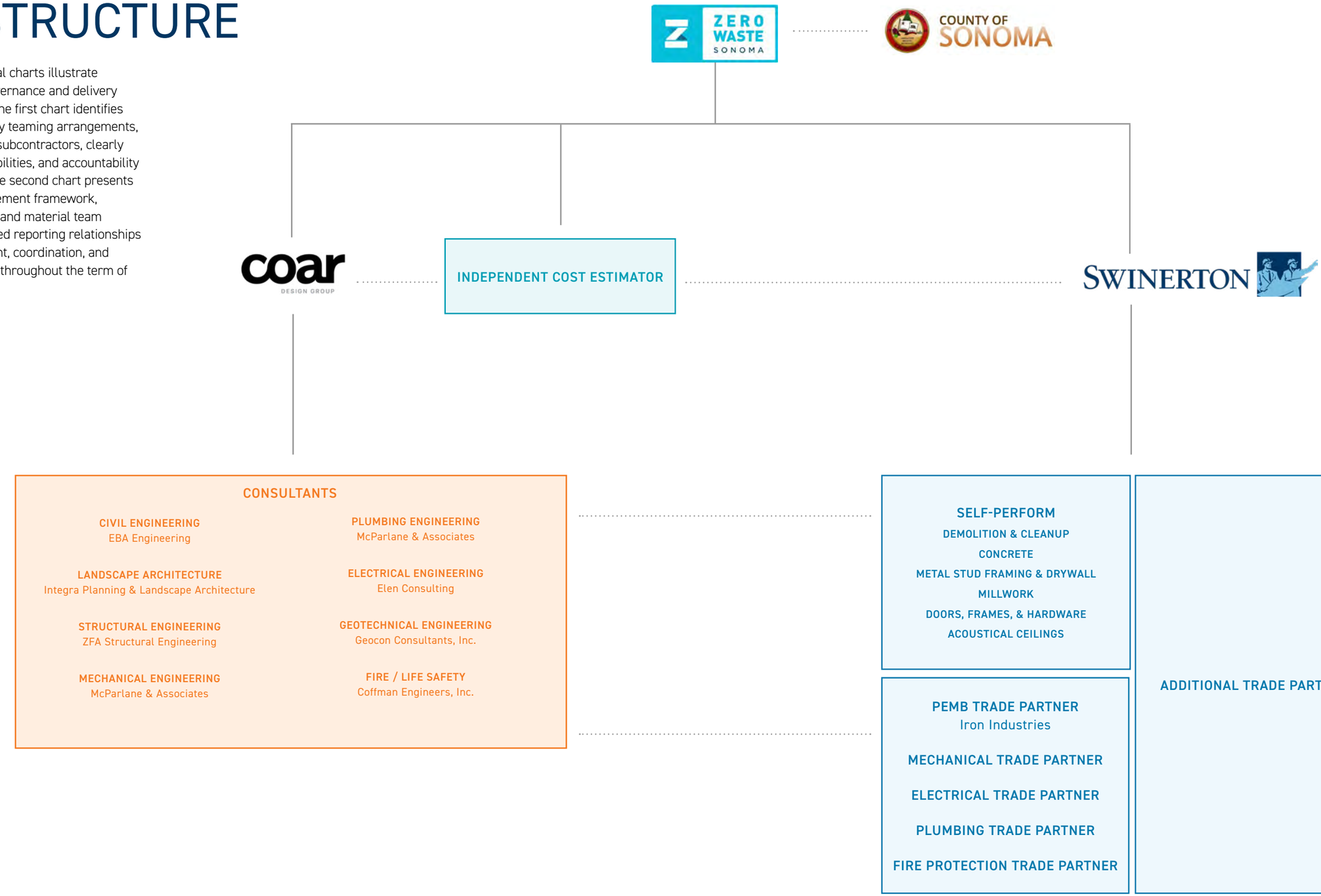
Trade Partner	Prior Experience Working Together
Iron Industries PEMB	Iron Industries and Swinerton have developed a strong working relationship through successful collaboration on projects including the Fresno USD Education Center Board Room Remodel, CSU Bakersfield Energy Innovation Building, City of San Luis Obispo Cultural Arts District Parking Structure, and Justin Garza High School VAPA/Theater Project.
W. Bradley Electric Electrical	Swinerton has partnered with W. Bradley Electric Audio Visual on more than 20 projects spanning complex healthcare facilities and corporate office improvements, including the State Compensation Insurance Fund Rohnert Park 1st Floor Remodel in Sonoma County.
Rex Moore Electrical	Swinerton has partnered with Rex Moore on 40+ projects across Northern and Central California, including multiple Judicial Council courthouse upgrades in Butte, Fresno, and Placer counties, as well as the CSU Bakersfield Energy Innovation Building.
Vince Sigal Electric Electrical	Swinerton has an established partnership with Vince Sigal Electric, built through the successful delivery of two completed local projects, Labath Landing Interim Housing Development, and Sonoma State University's Campus Electrical Equipment Maintenance project, and strengthened by our current collaboration on the City of Santa Rosa's Hearn Community Hub.
Bergelectric Electrical	Swinerton has a deep, longstanding relationship with Berg Electric, having partnered together on 140+ projects, including the Mechoopda Wastewater Treatment Plant and the Los Banos Police Station and Corporation Yard.
Royal Electric Company Electrical	Swinerton and Royal Electric have no prior joint project history.

Trade Partner	Prior Experience Working Together
Peterson Mechanical Mechanical	Swinerton has partnered with Peterson Mechanical on 18 projects, including public, civic, and office buildings, with a particularly strong presence in Sonoma County where we have completed 13 of those projects together. Our shared portfolio includes the ongoing City of Santa Rosa Hearn Community Hub, multiple Sonoma State University facilities, and significant mechanical scopes for office and medical office buildings such as the Sutter Santa Rosa MOB.
Bay City Mechanical Mechanical Plumbing	Swinerton and Bay City Mechanical have partnered on 40+ projects, including large, complex civic and office buildings across the Bay Area. Notable public projects include the City of South San Francisco Police Operations and 911 Dispatch Center and Gene Friend Recreation Center. We have also worked on several high-rise projects such as 555 Bryant, a new 16-story high-rise in San Francisco.
Simpson Sheet Metal Mechanical	Swinerton and Simpson Sheet Metal have not previously partnered on a project; however, Simpson Sheet Metal is a local Sonoma County firm headquartered in Santa Rosa, bringing strong knowledge of the local market and community.
Bell Products Mechanical	Bell Products previously partnered with Swinerton on a Sutter Health Solano County improvement project.
ACCO Mechanical	Swinerton has a long-standing and highly successful partnership with ACCO, having delivered more than 300 projects together, including complex facilities such as the County of Orange Administration Building South and multiple Kaiser Permanente healthcare projects, including for Kaiser Santa Rosa. Our collaboration continues today on the Rialto Police Station, City of Fontana City Hall, and USDA Research & Development Lab projects.
Broadway Mechanical Mechanical	Swinerton has a solid working relationship with Broadway Mechanical, having completed 13 projects together, including complex healthcare work on the UCSF Benioff Children's Hospital Oakland Central Utility Plant.
J.W. McClenahan Plumbing	Swinerton has partnered with J.W. McClenahan on more than a dozen projects, including major public, civic, and office buildings throughout Northern California. Our shared work includes the BART Police Headquarters, the Yuba City Courthouse, the New Sixth Appellate District Courthouse in Sunnyvale, and the USDA Agricultural Research Service Research and Development Center. We have also collaborated on several high-rise buildings in San Francisco, including the 962,000 SF, 19-story Trinity Phase III project valued at $263 million.
Lawson Mechanical Contractors Plumbing	Swinerton has a strong working relationship with Lawson Mechanical Contractors, having completed 25+ projects together, including complex healthcare projects for John Muir Health, Dignity Health, and Kaiser throughout the Bay Area.
Peterson Mechanical Plumbing	Swinerton has a strong working relationship with Peterson Mechanical, having completed 20+ projects together, including a confidential wastewater treatment plant in Santa Rosa, the Sutter Santa Rosa Medical Office Building, and various improvement projects for Sonoma State University and Kaiser in Santa Rosa.

4.2.3 Provide an organizational chart which sets forth Proposer's structure, teaming arrangements and reporting requirements, and Major Subcontractors. Provide a separate organizational chart setting forth, at a minimum, Key Personnel, and other material personnel the Proposer wishes to identify and reporting relationships.

TEAM STRUCTURE

The following organizational charts illustrate the Swinerton's overall governance and delivery structure for this project. The first chart identifies our corporate structure, key teaming arrangements, reporting lines, and major subcontractors, clearly delineating roles, responsibilities, and accountability across the organization. The second chart presents the project-specific management framework, highlighting key personnel and material team members, along with defined reporting relationships to ensure effective oversight, coordination, and performance management throughout the term of the project.



ORGANIZATION CHART

ZERO WASTE SONOMA

COUNTY OF SONOMA

coar DESIGN GROUP



Jeff Good
VICE PRESIDENT/DIVISION MANAGER



Stuart Price
OPERATIONS MANAGER
Sonoma County Resident



Brian Huddleston
DIRECTOR OF PRECONSTRUCTION



Marlene Moncada
PROJECT PRINCIPAL/
PROJECT EXECUTIVE
PRIMARY CONTACT



Austin Shaw
SENIOR PROJECT MANAGER



Ryan Campbell
CONSTRUCTION MANAGER

PRECONSTRUCTION SERVICES



Omar Mutwakil
LEAD ESTIMATOR



Brock Hoffman
PRECONSTRUCTION MANAGER



Ricardo Covarrubias
ESTIMATOR



Mike Garcia
VDC MANAGER



Slavik Formuzal
SENIOR SCHEDULER

CONSTRUCTION SERVICES



Bryce Campbell
CONSTRUCTION SUPERINTENDENT



Jeff Fleckser
SAFETY MANAGER



Slavik Formuzal
SENIOR SCHEDULER



Alejandra Garcia
PROJECT ENGINEER



Ricky Sasser
QUALITY MANAGER



Mike Garcia
VDC MANAGER

TRADE PARTNERS + SELF-PERFORM

4.2.4 Identify the following Key Personnel who shall perform Services for the Project: (i) Project Principal/Project Executive, (ii) Project Manager, (iii) Construction Manager, (iv) Construction Superintendent, (v) Scheduler, (vi) Lead Estimator, and (vii) any other role Proposer wishes to designate as a key person (the positions described in clauses (i)-(vii) shall be collectively referred to as "Key Personnel"). ZWS expects the same Key Personnel that are proposed to start and finish the Project, or in so far as each team member's responsibilities are needed for the Project.

KEY PERSONNEL

Key Personnel/Role	Role/Responsibilities
 **Marlene Moncada** Project Principal/ Project Executive *Marlene will be involved from preconstruction through construction.* **PRIMARY CONTACT**	Marlene brings 37 years of experience delivering complex public-sector and essential services facilities with varying alternative delivery methods. Marlene's background includes managing highly regulated facilities requiring coordination with agencies such as the U.S. Army Corps of Engineers, Regional Water Quality Control Boards, BCDC, California Fish & Wildlife, NOAA, and local jurisdictions, giving her a strong understanding of permitting, environmental compliance, and stakeholder coordination. Her extensive experience coordinating with regulatory agencies and diverse stakeholders helps ensure successful project delivery, proactive problem solving, and a collaborative approach throughout design and construction. » **Primary interface with ZWS and the County** » Understand project goals and vision and be responsible for achieving them » Overall staff and project leadership » Responsible for the preconstruction and construction services » Attend weekly project design and preconstruction meetings » Secure seamless transition from preconstruction to construction
 **Austin Shaw** Senior Project Manager *Austin will be involved from preconstruction through construction.*	Austin brings 16 years of experience managing small- to large-scale, complex projects. His portfolio includes high-profile projects such as the YouTube Headquarters Redevelopment in San Bruno, Western Digital's South Bay Initiative in San Jose, and the current USDA Agricultural Research Service Research and Development Center at UC Davis. He has also delivered major tenant improvements for Amazon in Sunnyvale, spanning over 224,000 square feet with advanced MEP and laboratory upgrades. Austin's experience with collaborative delivery methods and complex building systems positions him to lead projects that demand precision and innovation. » Meet regularly with ZWS' project manager to review project progress and costs, assist in coordinating with stakeholders, and obtain field instructions as needed to keep project moving » Provide scope and schedule support during preconstruction » Work collaboratively with ZWS' project manager and additional stakeholders to complete design, permitting, and construction

Please see the appendix for our written commitment and key personnel resumes, which include their physical locations and references.

Key Personnel (continued)



Ryan Campbell
Construction Manager

Ryan will be involved from preconstruction through construction.

Ryan brings over 25 years of experience delivering complex public sector projects through CMAR and other collaborative delivery methods. He has managed small- to large-scale public/civic projects for clients such as USDA and multiple California State University campuses. Ryan also brings local experience to Sonoma County through his work on the City of Santa Rosa Hearn Community Hub and the Labath Landing Interim Housing Development in Rohnert Park. Ryan ensures projects stay on schedule and within budget while delivering high-performing facilities that meet community needs.

- Lead all construction activities and overall field management for the project
- Oversee daily operations to ensure work is safe, on schedule, and within budget
- Coordinate and supervise trade partners while maintaining high quality standards
- Communicate clearly with the team and stakeholders to support smooth execution
- Proactively identify and resolve issues to keep the project moving efficiently



Bryce Campbell
Construction Superintendent

Bryce will be involved from preconstruction through construction.

Bryce brings seven years of experience with steady, detail-oriented approach to project delivery, managing shop drawings, RFIs, contract documentation, quality control, cost tracking, and change management. His experience includes the Mechoopda Wastewater Treatment Plant, where he supported delivery of a new gaming facility and packaged wastewater treatment system, providing valuable experience with specialized utility infrastructure and operationally critical systems. He is currently working on the City of Santa Rosa Hearn Community Hub to deliver a new fire station and library for Santa Rosa residents.

- Develop site logistics plan and construction schedule based on needs and requirements
- Supports preconstruction with constructability, schedule, and site logistics planning
- Survey of existing site conditions
- Manage project schedule implementation
- Implement LEAN Management strategies during construction
- Implement site specific safety plan and quality management plan
- Daily coordination of field work
- Trade partner and inspection liaison
- Develop solutions to field generated RFIs
- Responsible for the execution of field construction operations



Brian Huddleston
Director of Preconstruction

Brian will be involved throughout preconstruction.

Brian brings 30 years of experience, specializing in public sector projects delivered through CMAR and design-build methods. He has led complex public/civic facilities. Known for unifying teams and navigating public procurement challenges, Brian excels in preconstruction planning, cost control, and schedule adherence. As Director of Preconstruction, he leverages his expertise to set projects up for success, collaborating with clients, designers, and trade partners to deliver high-performing public facilities.

- Provide oversight and support for the project team during preconstruction
- Ensure the proper resources are allocated during preconstruction
- Ensure preconstruction processes are implemented effectively
- Ensure the project team exceeds the County's expectations



Stuart Price
Operations Manager

Stuart will be involved throughout construction.

Stuart brings over 20 years of experience delivering complex public projects through CMAR and design-build, including the Santa Rosa Hearn Community Hub and Los Banos Police Station. A longtime Sonoma County resident, he understands local priorities and community expectations. Known for his collaborative leadership and expertise in preconstruction, scheduling, and construction oversight, Stuart ensures public projects are delivered efficiently and with lasting community value.

- Provide oversight and support for the project team during construction
- Ensure the proper resources are allocated during construction
- Ensure construction processes are implemented effectively
- Ensure the project team exceeds the County's expectations

Key Personnel (continued)



Jeff Good
Vice President/
Division Manager

Jeff will be involved from preconstruction through construction.

Jeff is Vice President/Division Manager at Swinerton with 20+ years of experience delivering complex public-sector projects, particularly through CMAR. He has led teams on civic, higher education, and municipal facilities, including the current Santa Rosa Hearn Community Hub. Jeff is known for his collaborative leadership and expertise in preconstruction, operations, risk assessment, and team coordination to ensure projects are delivered on time, on budget, and to high standards of quality and safety. Jeff has led several notable public/civic projects, including the Distributed Common Ground Station (DCGS) Operations Facility, Los Banos Police Station and Corporation Yard, Chico State University Services Building, and the current USDA ARS Research and Development Center.

- Understand project goals and vision and be responsible for achieving them
- Authorized to contractually sign contract documents
- Ensure necessary resources for projects are allocated
- Ensure team exceeds County of Sonoma's expectations

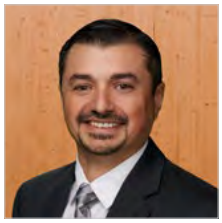


Omar Mutwakil
Lead Estimator

Omar will be involved throughout preconstruction.

Omar brings over a decade of experience delivering complex public sector projects through CMAR and design-build methods. He has played a pivotal role in the successful preconstruction and estimating of public facilities, including the City of Santa Rosa Hearn Community Hub and Cal Poly Humboldt Engineering & Technology Building. Omar is recognized for his collaborative approach, working closely with public agencies, design teams, and trade partners to ensure cost certainty, transparency, and constructability throughout the project lifecycle.

- Develop highly accurate full-scope estimates at all document levels
- Provide estimates for scheduling, quantity takeoffs, and cost budgets
- Develop pre-bid estimates through post-award estimates
- Price and verify labor, equipment, materials, and lead times
- Work with trade partners to prepare each bid list



Slavik Formuzal
Senior Scheduler

Slavik will be involved from preconstruction through construction.

Slavik is a senior scheduler with 25+ years of experience delivering complex public-sector projects through design-build and CMAR. He develops and manages master schedules for mass timber public facilities, including the Santa Rosa Hearn Community Hub, Los Banos Police Station and Corporation Yard, and the current USDA ARS Research and Development Center. Known for his collaborative approach, he works closely with public agencies, design teams, and trade partners to create realistic schedules that support on-time delivery and client goals.

- Develop baseline master schedule with project team
- Design and permit schedule updates
- Develops, maintains, and updates master schedule
- Track permitting and inspection process
- Communication of on-going schedule activities with the team



Brock Hoffman
Preconstruction Manager

Brock will be involved throughout preconstruction.

Brock brings 15 years of results-oriented preconstruction and project management experience to every engagement. His expertise spans full-scope estimating, quantity takeoffs, labor and equipment pricing, trade partner outreach, competitive bid leveling, and detailed job cost budgeting. Brock works closely with design teams, public agencies, and trade partners to track design evolution, identify cost drivers, and maintain real-time budget alignment. His early procurement strategies and constructability focus help mitigate long-lead risks and reduce the potential for change orders, setting each project up for a successful construction phase.

- Develop highly accurate full scope estimates at all document levels
- Responsible for conceptual estimates, quantity takeoffs, and all levels of pricing
- Oversee labor costs, trade bids, job cost budgets, and lead procurement
- Track design evolution with architects, engineers, and trade partners
- Monitor architectural-engineering agreements to adhere to scope

(g) Describe the scope(s) of self-performed work and estimated percentages of the Services that Proposer intends to perform with its own forces and not subcontract and why such self-performed work is in the best interests of the Project.

SELF-PERFORM CAPABILITIES

Swinerton is the largest self-performing general contractor in California. Our self-perform capabilities are not an ancillary offering — they are a core part of how we deliver schedule certainty, cost control, and quality leadership on every project.

Anticipated Self-Perform Scopes

1. **Demolition and Salvage (Estimated 3-5% of Direct Cost of Work).** We self-perform demo regularly on several different project types. Coordination and clear communication regarding items to be demolished and items to be salvaged for either reuse on the new facility or potentially working with Brandon Bugge and Greenlynx for possible resale to help offset project costs.
2. **Concrete (Estimated 5–7%).** Swinerton routinely self-performs concrete foundations, slabs-on-grade, and misc. site concrete. For a waste facility with a loading dock and significant site concrete, self-performed concrete provides direct quality control over mix design, placement, and curing — and eliminates concrete subcontractor markup on one of the project's largest unit-cost items. This was a key cost saver on our Los Banos Police Station project (tilt-up concrete).
3. **Metal Stud Framing and Drywall (Estimated 5-8%).** Interior framing, drywall, and finish work in interior spaces of the facility can be self-performed to set the production standard for the project and provide schedule flexibility as the critical path approaches occupancy.
4. **Doors, Frames, and Hardware (DFH) (Estimated 2-3%).** Self-performing DFH installation on the hazardous waste facility — where corridor access, security, and life safety hardware must be precisely installed and coordinated with the AHJ — reduces punchlist items and ensures hardware specified for essential services durability is installed correctly.
5. **Casework, Finish Carpentry & Accessories (Estimated 2–3%).** Our self-perform crews deliver quality finishes that set the tone for ZWS' long-term use of the facility. Additionally, our carpenters and laborers will be a huge help in assisting with the significant amount of FF&E.

We anticipate self-performing approximately 20–25% of the Direct Cost of Work on the Household Hazardous Waste Facility, depending on final scope and market conditions at the time of bidding. All remaining work will be competitively bid to our prequalified pool of local North Bay, Sonoma County, and Sacramento-area subcontractors.

HOW SELF-PERFORM BENEFITS ZWS

SCHEDULE CONTROL
Our self-perform crews can be mobilized on short notice to address critical path gaps or unforeseen conditions without the delay of re-bidding subcontractor work.

COST TRANSPARENCY
Self-performed scopes are priced at cost — no subcontractor markup — with all labor, material, and equipment costs disclosed openly.

QUALITY STANDARD-SETTING
Our field crews set the pace, production standard, and safety culture for all trade partners on site, elevating overall project quality.

BUILT-IN CONTINGENCY
If a subcontractor underperforms or delays, our self-perform resources provide an immediate backstop to maintain schedule integrity.

SWINERTON SELF-PERFORM SERVICES



STRUCTURAL CONCRETE | METAL STUD FRAMING & DRYWALL | ROUGH & FINISH CARPENTRY | DOORS, FRAMES & HARDWARE | FIREPROOFING & CAULKING | DEMOLITION & CLEAN-UP | ACOUSTICAL CEILING TILE

SECTION 4.3

PRECONSTRUCTION PHASE SERVICES AND PROJECT APPROACH



MECHOOPDA WASTEWATER TREATMENT PLANT

PRECONSTRUCTION PHASE SERVICES AND APPROACH

4.3.1 Describe the Proposer's experience, expertise, and ability to perform the Preconstruction Phase Services.

Experience, Expertise, and Ability to Perform Preconstruction Phase Services

Swinerton's preconstruction teams routinely deliver the full scope of Preconstruction Phase Services outlined in this RFP: development and progressive refinement of an open-book Cost Model, milestone-based Order of Probable Cost (OPC), submittals tied to each Preconstruction Phase Milestone, constructability and value-engineering reviews conducted alongside the Architect, and a CPM-based Baseline Construction Phase Project Schedule that carries the Project from Preconstruction through the Early Construction and Construction Phases. This experience is grounded in the same CMAR/CM-at-Risk milestone structure ZWS has outlined for this Project — 50% and 100% Construction Documents, OPC and Project Schedule Workshops, and a GMP Proposal benchmarked against ZWS's Target GMP.

Because the project is a pre-engineered metal building (PEMB), Swinerton's preconstruction approach places particular emphasis on early manufacturer selection, delegated-design coordination, and long-lead procurement planning — we've partnered with Iron Industries as our PEMB manufacturer and specialty subcontractor during design rather than waiting until construction to surface foundation, anchor bolt, and building envelope coordination issues that are common on metal building projects.

PROVEN PRECONSTRUCTION TRACK RECORD

ORANGE COUNTY CIVIC CENTER ADMINISTRATION BUILDINGS (NORTH & SOUTH)

Swinerton served as the CMAR for the County of Orange Administration North and South Buildings, two six-story civic office facilities totaling more than 816,000 square feet and over $280 million in combined construction value. Through early CMAR engagement, Swinerton provided comprehensive preconstruction services including constructability reviews, value engineering, detailed cost estimating, budget management, and schedule development. The team collaborated closely with the County and design team to optimize building systems, mitigate risks, and establish cost and schedule certainty before construction began. By leveraging BIM, early trade partner involvement, and phased procurement strategies, Swinerton maintained transparency throughout GMP development, minimized change orders, accelerated critical scopes before design completion, and successfully delivered both LEED Silver facilities while accommodating ongoing county operations and complex public-sector stakeholder requirements.



COUNTY OF ORANGE CIVIC CENTER, COUNTY ADMINISTRATION SOUTH

4.3.2 Describe how Proposer intends to work with County/ZWS Representative and County/ZWS staff to perform the Services. Describe how Proposer intends to develop management techniques and responses related to critical deadlines, supply chain constraints, and labor shortage.

Partnering with the District from Day One

Swinerton approaches CMAR delivery as a true partnership built on transparency, accountability, and a shared commitment to project success. For the Household Hazardous Waste Facility, we will serve as an extension of the ZWS team, guiding project representatives through every phase of preconstruction and construction while maintaining a clear focus on safety, schedule certainty, and budget stewardship.

Our philosophy is simple: ZWS should never be surprised. Potential challenges are identified early, communicated openly, and resolved collaboratively before they become schedule delays or budget impacts. Continuous communication is essential, and Swinerton's "One Team" approach brings all stakeholders together early and maintains alignment through frequent engagement and transparent reporting.

PARTNERING & RELATIONSHIPS

Because the station must remain operational throughout construction, continuous communication is essential. Swinerton's **"One Team" approach** brings all stakeholders together early and maintains alignment through frequent engagement and transparent reporting.

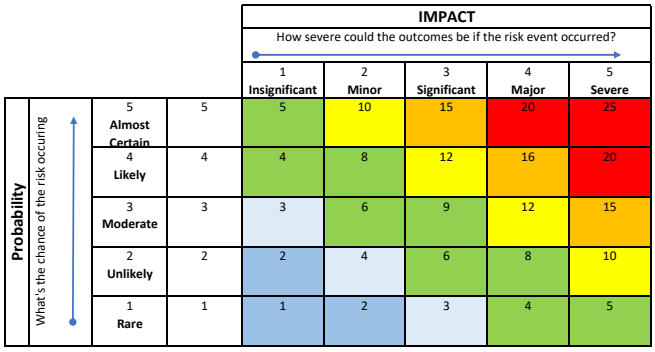
Key communication tools include:

- **Weekly OAC meetings** to review progress, decisions, risks, and upcoming activities.
- **Three-week look-ahead planning** to identify operational impacts and coordinate construction activities with station leadership.
- **Daily field coordination** between Construction Superintendent Bryce Campbell and on-duty station personnel.
- **User-group meetings** with the project team and stakeholders to validate functionality and maintain operational readiness.
- **Action item tracking and decision logs** ensure accountability and timely resolution of issues.

Risk Evaluation and Mitigation Planning

Every project presents unique challenges, and as your CMAR partner, it is our responsibility to proactively identify, manage, and mitigate those challenges to protect the project's budget, schedule, quality, and safety. Rather than reacting to issues as they arise, we begin with a collaborative project kickoff that brings together the ZWS, the design team, and key stakeholders to **identify potential risks, establish mitigation strategies, and align on responsibilities** before they impact the project.

Following this workshop, Swinerton develops an initial **Risk Matrix** that documents identified risks, opportunities, mitigation strategies, and ownership for each item. The Risk Matrix becomes a **living management tool** that is reviewed and updated throughout preconstruction and construction, ensuring new risks are captured, mitigation efforts are tracked, and resolved items are removed. This disciplined, transparent process keeps the entire team focused on making informed decisions early, when they have the greatest impact on project success.



Risk Matrix

Supply Chain & Labor Availability

Swinerton mitigates supply chain risks through proactive procurement planning, continuous market analysis, and strong relationships with trade partners and suppliers. During preconstruction, we identify long-lead materials, monitor procurement activities closely, and evaluate alternative sourcing strategies to maintain flexibility and protect key project milestones. By engaging multiple suppliers and trade partners early, **we can identify substitute material options, address potential availability challenges, and minimize schedule impacts associated with extended lead times.**

For this project, we will further mitigate market fluctuations by procuring key trade partners early, helping secure pricing and reduce escalation risk. Early trade partner involvement provides valuable constructability input, streamlines installation sequencing and coordination, and supports informed cost control decisions, ensuring procurement strategies remain aligned with the target budget and overall project priorities.

Swinerton has a prequalified database of over 10,000 trade partners, allowing us to select trade partners with proven experience.

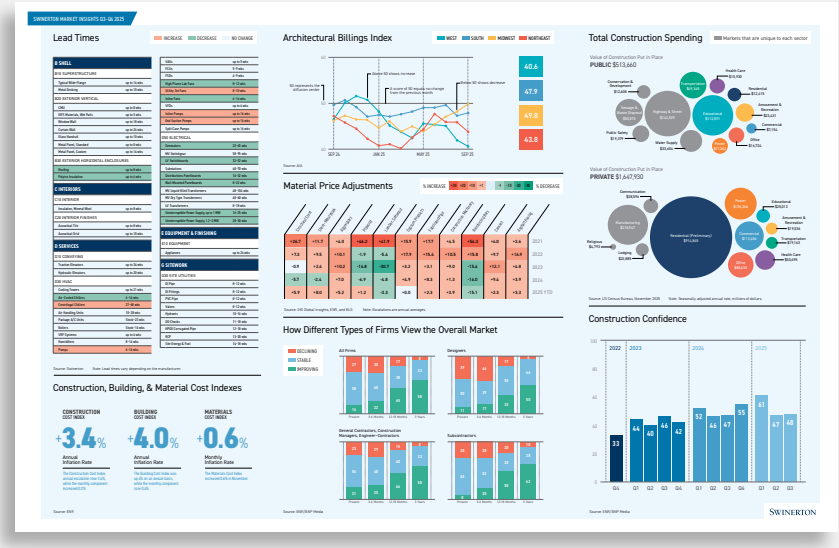
To address labor constraints, Swinerton leverages our extensive trade partner network, workforce forecasting tools, apprenticeship programs, and workforce development initiatives. **Lean construction practices** further improve productivity and reduce labor inefficiencies.

Swinerton's self-perform capabilities provide a significant advantage by engaging early in preconstruction to enhance constructability and develop accurate, in-house cost models.

During construction, our self-perform teams lead key scopes, enabling us to directly influence the critical path and set the standard for production, quality, cleanliness, and safety. This hands-on leadership model elevates all trade partners on-site and provides built-in contingency, allowing us to supplement labor as needed to maintain schedule certainty.

CASE STUDY: ORANGE COUNTY SANITATION DISTRICT HEADQUARTERS

On the Orange County Sanitation District Headquarters project, Swinerton **successfully navigated regional labor shortages** by leveraging strong relationships with local trade partners, securing commitments early, and supplementing capacity through apprenticeships and workforce development programs. Early procurement of labor-intensive scopes, coupled with efficient scheduling, lean construction practices, and strategic use of self-perform crews, helped **stabilize staffing levels and maintain productivity even during peak demand periods.**



As a national contractor, we release a ***Quarterly Market Analysis*** that features potential cost and schedule impacts related to materials and equipment. Our team will manage the market fluctuations by encouraging early procurement of subcontractors to lock them into the project and minimize escalation.

Scan or click here to review our recent *Quarterly Market Analysis*

4.3.3 Describe how Proposer would engage collaboratively to complete the Project. Provide Proposer's experience with working on Projects where team members were not centrally located in one geographic area. Discuss Proposer's collaboration approach internally with ZWS, including its advisors and subconsultants, and with third-party stakeholders to achieve a high-functioning team through each phase. Describe the tools, techniques, and communication protocols that Proposer will use to encourage, foster, and achieve efficient and effective collaboration.

Collaborative Delivery

Swinerton's Sacramento office serves as the home base for the Household Hazardous Waste Facility; however, ZWS will benefit from the responsiveness of a **local builder backed by the resources of one of California's largest general contractors**. We have delivered **more than 50 projects throughout Sonoma County** and currently have **nine active projects** in the region, including City of Santa Rosa Hearn Community Hub.

Our team is intentionally structured to provide both local accessibility and specialized expertise. **Construction Superintendent Bryce Campbell** will be dedicated full-time on site, while **Operations Manager Stuart Price** lives less than 15 minutes from the project site. Supporting the field team are dedicated fire station specialists, estimators, schedulers, VDC professionals, quality managers, and safety experts who remain engaged throughout design and construction.

ONE TEAM APPROACH

Success begins by creating alignment early through a **One Team** culture built on collaboration, transparency, and shared accountability. Immediately following award, we will establish a **Virtual Big Room** and facilitate a **project partnering workshop** to align goals, define communication protocols, and build relationships early. From there, collaboration is maintained through:

- **Weekly coordination meetings** and action item reviews
- **Monthly in-person workshops** for key milestones and stakeholder alignment
- **Real-time collaboration platforms** accessible from any location
- **Consistent reporting and decision tracking**
- **Clearly defined communication pathways**

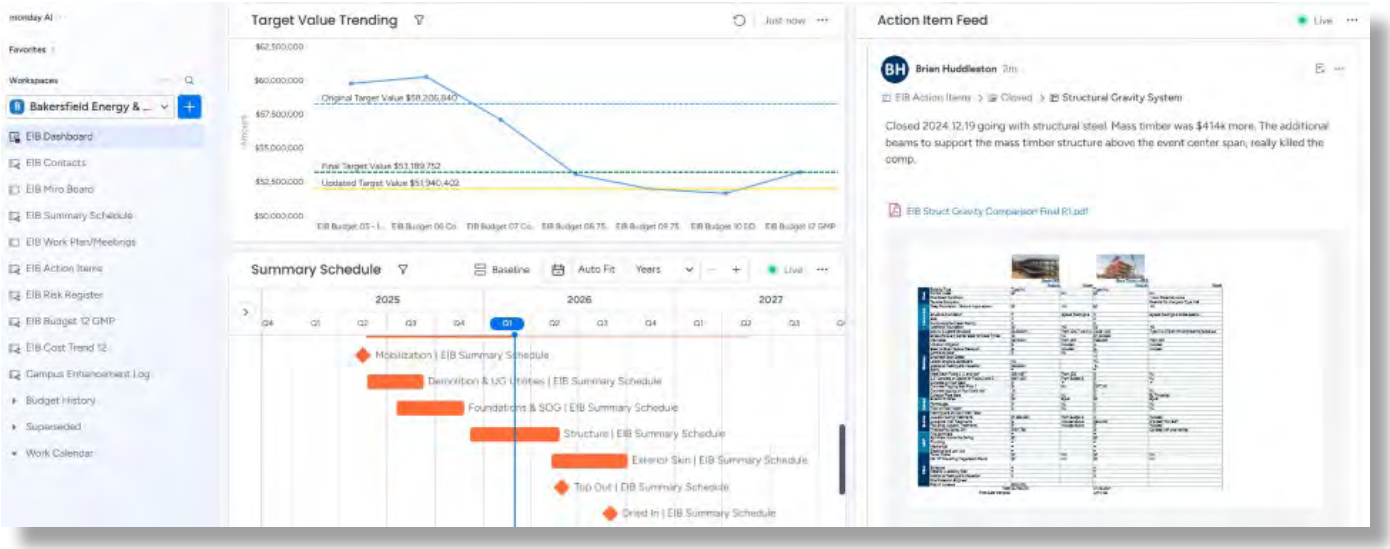
ONE COLLABORATIVE WORKSPACE

To eliminate information silos and keep everyone aligned, Swinerton establishes **Monday.com** as the project's collaborative preconstruction workspace. This platform creates a single source of truth where ZWS, COAR design team, trade partners, and Swinerton can manage budgets, schedules, meeting minutes, risk registers, action items, and project decisions in one transparent environment. **Monday.com enables ZWS and COAR to participate directly in the tracking, discussion, and resolution of key items, fostering real-time collaboration, shared accountability, and informed decision-making throughout preconstruction.**

At the center of this process is our **Action Item Management** system, led by **Preconstruction Manager Brock Hoffman,** which drives decision-making, accountability, risk management, and stakeholder alignment. Live dashboards provide immediate visibility into project costs, milestone progress, and overall project health.

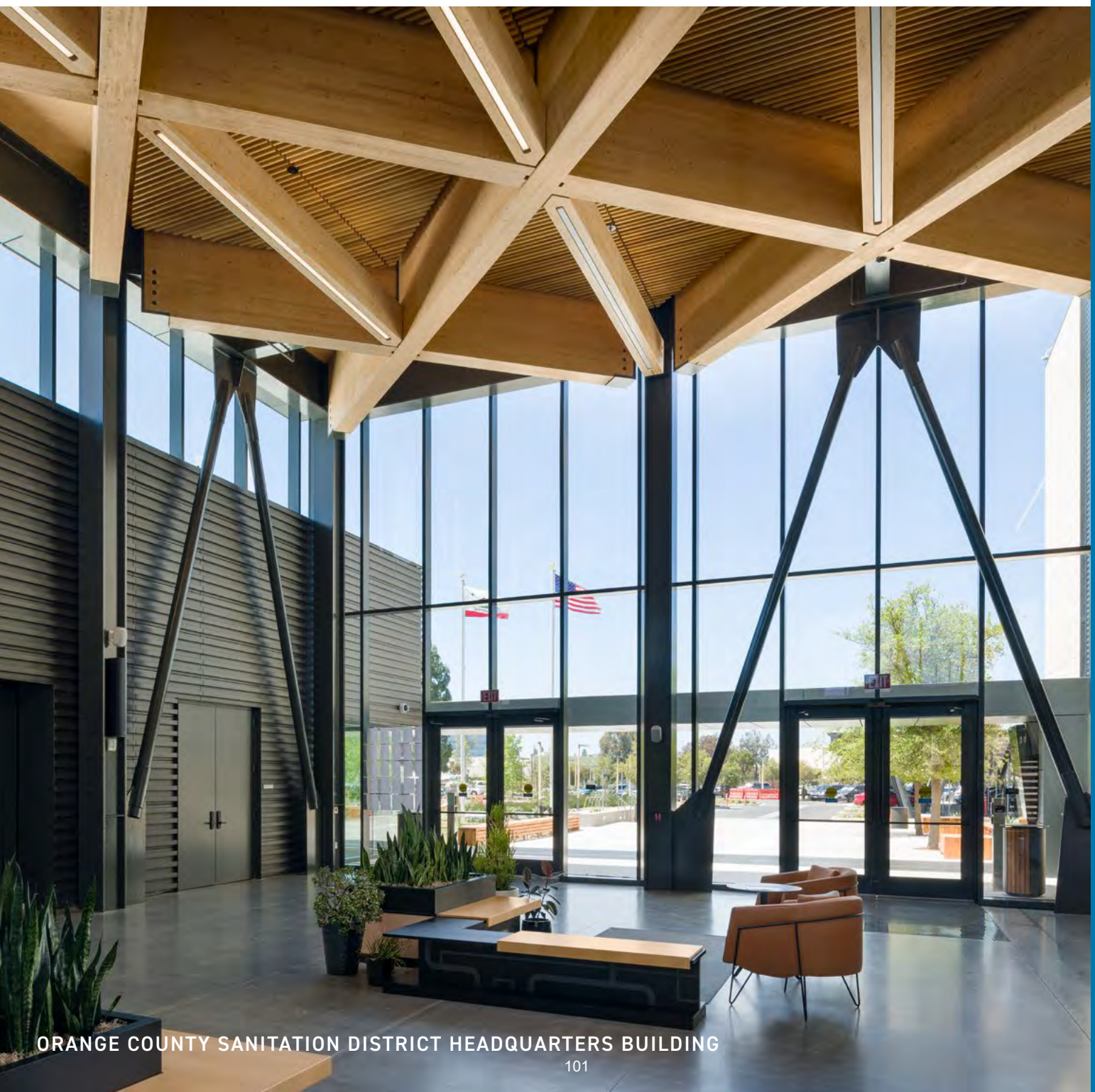
Through Monday.com, team members have **24/7 access to project information, whether they are at their desk or working remotely from a mobile device**, ensuring real-time visibility and collaboration from anywhere.

Preconstruction Workspace Dashboard: A live project management dashboard that centralizes budgets, value management logs, risk tracking, schedules, action items, and project status updates in one transparent platform.



SECTION 4.4

SCHEDULE AND CURRENT WORK COMMITMENTS



ORANGE COUNTY SANITATION DISTRICT HEADQUARTERS BUILDING

4.4.1 Discuss Proposer's ability to prepare and meet achievable construction schedules for construction projects, Proposer's schedule management procedures, and how Proposer has successfully handled, mitigated and minimized potential delays. Include a narrative overview and summary of the Baseline Construction Phase Project Schedule that describes the overall schedule approach and how that reflects and is likely to achieve timely completion.

SCHEDULE APPROACH

Ability to Prepare and Maintain Achievable Schedules

Swinerton develops achievable schedules through a collaborative, data-driven process that begins with a Work Breakdown Structure (WBS) created alongside ZWS, COAR, and the Independent Cost Estimator. By establishing schedule logic before activities are sequenced, we ensure the Baseline Construction Phase Schedule reflects project-specific constructability considerations rather than a generic template. Durations are validated during the Initial Approach to Cost Workshop and incorporated into a Critical Path Method (CPM) schedule that clearly identifies critical and near-critical activities, available float, and key milestone commitments.

Because the Household Hazardous Waste Facility design will already be at or near 100% Design Development when CMAR services begin, our team will focus on the factors most likely to affect project delivery, including long-lead procurement, permitting and AHJ coordination, delegated-design activities, utility integration, and hazardous materials handling. This proactive planning allows us to identify and mitigate schedule risks before they impact the critical path.

Schedule Management Procedures

CPM Schedule Maintenance: The project schedule is updated throughout preconstruction, incorporated into each OPC and GMP proposal, and maintained through completion in accordance with the Agreement requirements.

- **Look-Ahead Planning:** Detailed two-week look-ahead schedules are prepared for weekly coordination meetings, highlighting manpower, equipment, procurement, and trade activities so potential issues can be addressed before affecting progress.
- **Integrated Risk Management:** Schedule risks are tracked alongside cost risks within the project risk register, with each item assigned an owner, mitigation strategy, and impact assessment that is reviewed regularly with the project team



- **Trade Partner Validation:** Key trade partners participate in schedule reviews to validate sequencing, durations, and procurement assumptions, ensuring the schedule reflects real-world execution conditions.
- **Realistic Contingency Planning:** Historical weather considerations, agency review durations, submittal lead times, and procurement constraints are incorporated into the schedule from the outset to support realistic and achievable milestones.

MANAGING AND MITIGATING DELAYS

When schedule risks arise, Swinerton immediately evaluates their potential impact against the CPM schedule and develops mitigation strategies before critical path activities are affected. Depending on the nature of the issue, mitigation measures may include resequencing work, advancing procurement activities, adjusting resource allocations, implementing targeted overtime on critical-path operations, or accelerating review and approval processes for high-priority submittals.

Through continuous schedule monitoring and regular risk-management reviews with ZWS, the Architect, and the Owner's Representative, potential delays are identified and addressed early. This proactive approach allows challenges to be resolved while they remain manageable risks, helping maintain schedule certainty and supporting successful project delivery.

Baseline Schedule Summary

Our proposed schedule is built around one priority: delivering the Household Hazardous Waste Facility efficiently, safely, and on schedule while maintaining clear alignment across all construction phases. We intentionally sequenced every phase to reduce risk, streamline execution, and give ZWS a clear, achievable path to project completion.

During preconstruction, Swinerton will work closely with ZWS, the design team, and key trade partners to develop and continuously refine the Critical Path Method (CPM) schedule. Rather than serving as a static planning document, the schedule becomes the project's roadmap. It aligns design decisions, procurement, permitting, inspections, commissioning, and construction activities while identifying critical milestones and potential constraints early. This collaborative process enables informed decision-making and reduces uncertainty before field work begins. A clear permitting process, including exactly which permits are required and when they are needed, will be a main focus during the preconstruction phase and beyond.

Moving into the construction phase, because the primary structure is a **Pre-Engineered Metal Building (PEMB)**, the schedule is organized around precision sequencing and rigorous trade coordination.

- **Key Strategy:** Early integration and continuous coordination with the PEMB manufacturer, erector, and all trade contractors whose scope connects to or impacts the PEMB—including final grades, drainage, foundation, concrete slab, MEPF, framing, CMU, envelope/roofing trades, and even landscaping. Swinerton is reviewing options to have the PEMB Fabrication also include the building envelope and roofing as an "all-in-one" installation for a quicker path to a complete building envelope, elimination of scope gaps, and a "one-stop shop" for transition detailing, ease of coordination, and a continuous warrantable system.



- **What This Means for ZWS:** Securing structural design approvals, anchor bolt layouts, and fabrication lead early lead times prevents field clashes, eliminates downtime during erection, and ensures a smooth progression from structural frame erection to a complete building envelope and then to the interior build-out.

Achieving the schedule requires proactive management prior to the start of field activities. Swinerton will prioritize early procurement of long-lead materials and structural components to protect the critical path. For this project, key long-lead priorities include:

- PEMB primary structural steel, secondary framing/CMU, and wall/roof panel systems
- MEPF equipment including electrical switchgear, water heater, and mechanical equipment
- PG&E coordination and transformer
- FF&E coordination with early focus on loading dock equipment and roll-up doors
- Early involvement of landscape contractor for tree tagging

Throughout construction, the following management controls will keep the project team aligned and identify emerging issues early:

- Weekly schedule reviews with ZWS and key trade contractors
- PEMB interface and subcontractor coordination meetings
- Three-week look-ahead operational planning

Site conditions, utility connections, weather, permitting, and material delivery dates will be monitored continuously to resolve potential impacts before they touch key milestones. When adjustments are required, Swinerton will work collaboratively with ZWS to re-sequence activities, overlap compatible work packages, adjust staffing, or implement target recovery strategies to maintain progress and quality standards.

Our team has discussed and planned a phased approach when it comes to the sitework.

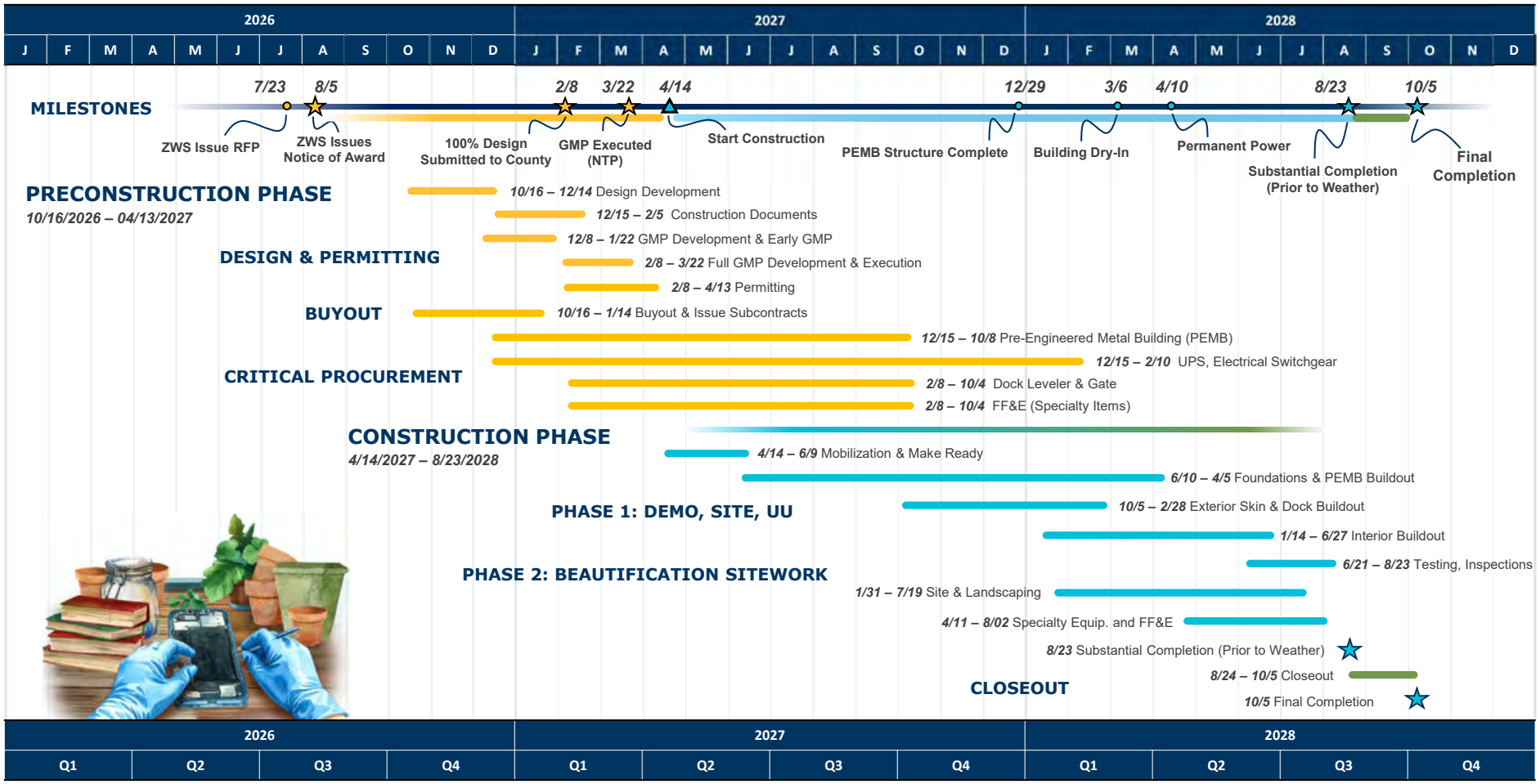
- **Phase 1:** Demo, clear/grub, underground utilities, and building pad prior to building construction.
- **Phase 2:** "Beautification" towards the tail end of building construction to turn over a clean and new site including the retaining walls, fencing, gates, canopies, concrete, asphalt, and exterior FF&E items.

The result is a realistic, transparent construction schedule that balances speed with reliability. By combining proactive planning, disciplined PEMB coordination, and continuous risk management, Swinerton will deliver a fully operational facility with total confidence at every stage of construction.

4.4.2 Provide an initial Baseline Construction Phase Project Schedule, indicating significant milestones, all critical path items, and durations for the Scope of Services. ZWS understands that 100% DD will already have been produced and that the impact the CMAR is able to have on design decisions, which may impact project costs either positively or negatively, will be limited. ZWS also recognizes that having completed the design phase, the CMAR will, likewise, be limited in making design decisions which could impact Project Schedule. Proposer's proposed initial Baseline Construction Phase Project Schedule shall be based on the information available in this RFP.

Below is our summary schedule. Our full schedule can be found in the Appendix.

Zero Waste Sonoma Household Hazardous Waste Facility
Windsor, CA
OVERVIEW SUMMARY SCHEDULE



(a) Specify the current and projected workload of the Proposer for the next two (2) years. If applicable, provide a statement of all recent, current, or anticipated contractual obligations and describe how Proposer will manage that workload to not interfere or impede Proposer's ability to provide the Services described herein to ZWS.

Work Commitments

The table below reflects our Sacramento division's workload. Our proposed project team is available immediately and will be fully dedicated to the Household Hazardous Waste Facility.

	2026					2027											2028											
	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
Santa Rosa Hearn Community Hub																													
City of Sacramento Old Town Boardwalk Replacement																													
Cal Poly Humboldt Science A Renovations																													
CSU Bakersfield Energy Innovation Building																													
Confidential Place of Worship (Bakersfield)																													
California High-Speed Rail, Fresno Station																													
SMF Concourse B Expansion																													
Madera High School Memorial Stadium Modernization																													
City of Eureka Operations Complex																													

The team does not have any recent, current, or anticipated contractual obligations that would impede its ability to deliver the Household Hazardous Waste Facility. Our approach emphasizes flexibility, resource allocation, and proactive planning to avoid overextension and maintain high standards of quality and responsiveness.

To manage workload effectively, Swinerton employs the following strategies:

- **Regional and national resource** sharing to balance staffing and expertise
- **Advanced scheduling and project management** tools to forecast resource needs and monitor project progress
- **Regular workload reviews and capacity assessments** to ensure teams are not over committed
- **A culture of ownership and accountability,** empowering employee-owners to deliver on commitments and support project success

Our interdisciplinary approach enables us to adapt to changing project demands, scale resources as needed and maintain seamless service delivery. Our track record of on-time, on-budget project completion and high client satisfaction underscores our ability to manage concurrent obligations without compromising performance or project outcomes.

(b) Indicate any limitations or surety restrictions related to the size of the Project or existing backlog that the Proposer can contract for and can effectively perform.

Financial Strength and Stability

There are no limitations or surety restrictions related to the size of the project or existing backlog that would impact our ability to contract for and effectively perform this work. **Swinerton has the financial strength, bonding capacity, and staffing resources to successfully deliver projects of this scale and complexity.**

SECTION 4.5

COST, PRICING, BUDGET, FEE, AND VALUE ENGINEERING APPROACH



COUNTY OF ORANGE CIVIC CENTER, COUNTY ADMINISTRATION SOUTH

COST/PRICING APPROACH

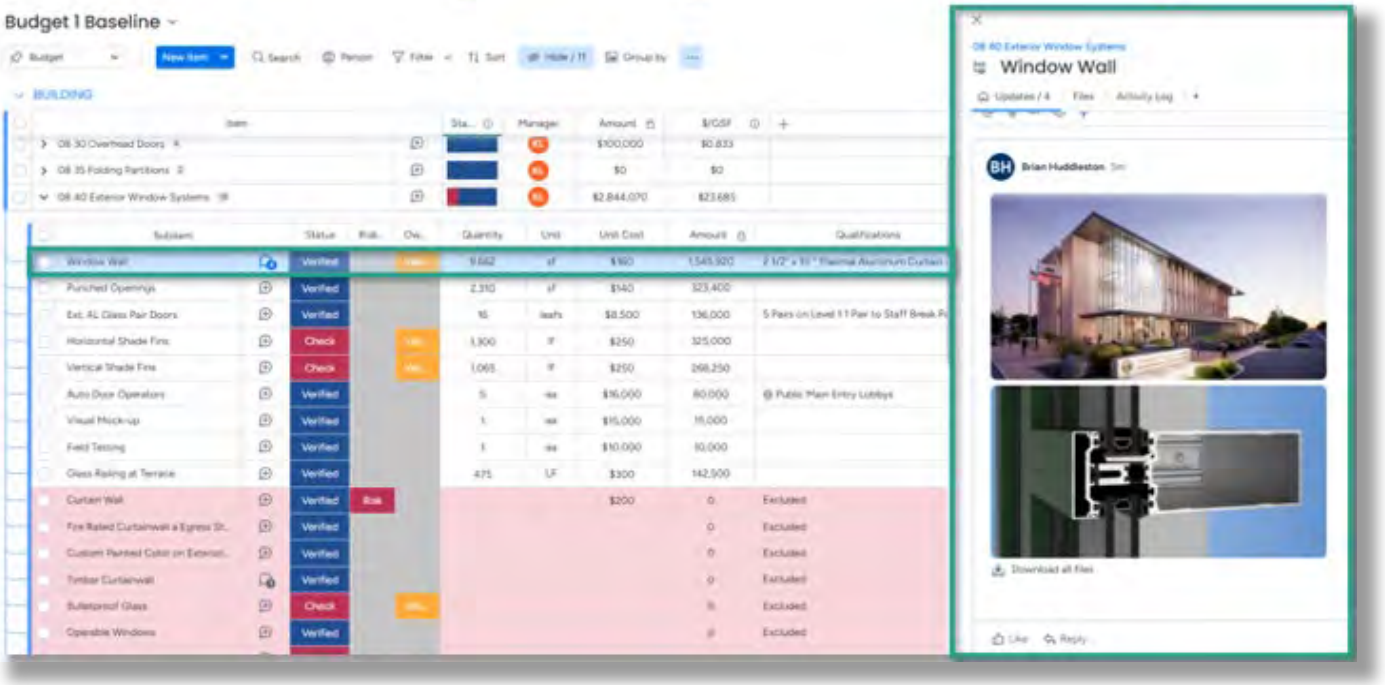
Swinerton's cost management approach is built on a simple principle: every cost decision is transparent, continuously validated, and shared with the entire project team in real time. On Progressive Design-Build projects, we organize this discipline through a structured progression of Team, Validate, Define, Refine, and Deliver. While this project will be delivered through CMAR, the same rigor and collaborative cost-management philosophy align directly with the Cost Model, Order of Probable Cost (OPC), and GMP Proposal framework established by ZWS in Exhibit A1 of the RFP, ensuring cost certainty is developed progressively as the design advances.

Because ZWS has indicated that the Project will already be well into Design Development when the CMAR Firm mobilizes, our approach below is tailored to entering at that stage: establishing an open-book Cost Model immediately at Notice to Proceed, refining it through OPCs at each Preconstruction Phase Milestone, and carrying that same transparency through to the Early Construction Phase and Construction Phase GMP Proposals.

4.5.1 Describe Proposer's overall cost estimating and pricing approach for the Project.

Overall Cost Estimating and Pricing Approach

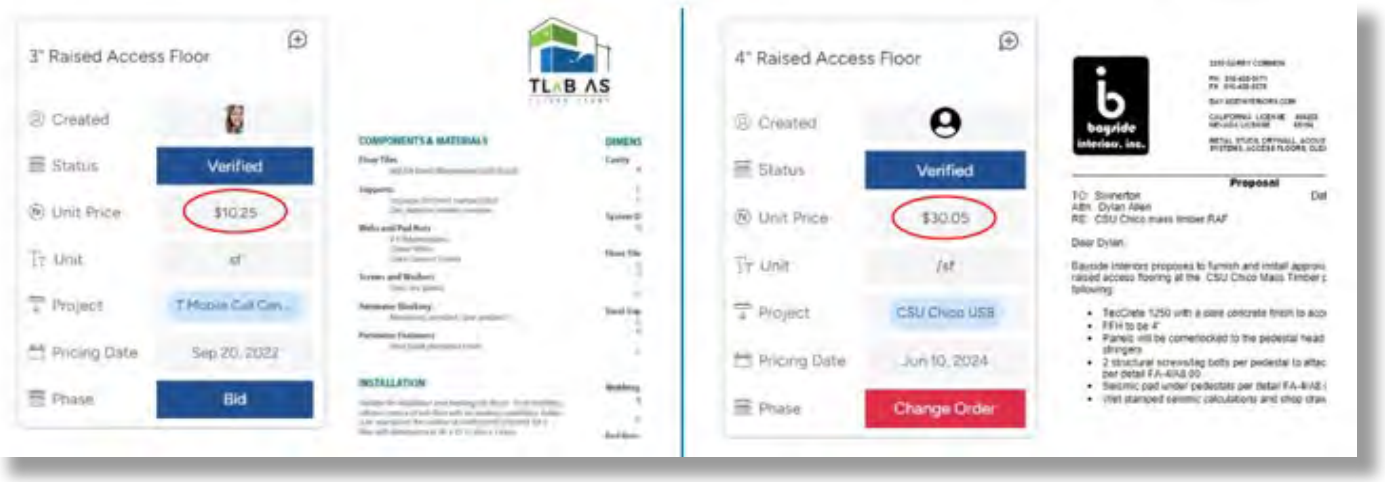
Our estimating philosophy is Radically Transparent: from Notice to Proceed forward, our Cost Model is fully detailed, organized exactly as ZWS requires under Section 1.4.3 — by CSI MasterFormat division, Schedule of Values, and broken down by site work, by building, by floor, and by division of work — and shared live with ZWS, COAR, the Owner's Representative, and the Independent Cost Estimator (ICE). No one on the team is left guessing what is or is not in the number.



Sample live Cost Model detail: every line item shows status, quantity, unit cost, qualifications, and supporting backup, visible to the full team in real time.



We build our estimates from data, not from generic $/SF placeholders. Our Cost Model draws on a continuously refined library of completed CMAR and pre-engineered metal building (PEMB) projects, with automated historical cost capture behind every unit price — who built it, what it cost, and when. For the Household Hazardous Waste Facility, that means our initial pricing for the PEMB shell, site utilities, and specialty systems is grounded in verified precedent rather than a first guess.



Example of verified, sourced unit pricing behind our Cost Model — traceable to the vendor quote and pricing date, not a generic assumption.

This pricing approach is built to plug directly into ZWS's process rather than run parallel to it:

- Initial Cost Model delivered within the RFP's required 10-day window following the Initial Approach to Cost Workshop, structured on the Schedule of Values and excluding General Conditions, overhead, profit, Contingency, and Allowances, exactly as Section 2.5 requires.
- Because the design will already be advanced when we mobilize, we align our first Cost Model directly to the current Construction Documents, then refine it at each Preconstruction Phase Milestone OPC (50% CD, 90% CD) rather than starting over from a conceptual estimate.
- Every OPC iteration is reconciled openly against the Architect's, Owner's Representative's, and the Independent Cost Estimator's estimates — differences are resolved collaboratively, not defended, consistent with the reconciliation process in Section 2.6.1 and TAB 10 of the Proposal requirements.
- Self-performed scopes — including the rough grading and site utility work ZWS has identified as CMAR-performed — are priced with our own crews' production data, improving both the speed and the reliability of every OPC.

Everything comes with a price you can trust — no secrets, no silos, just clear numbers the whole team can act on.

4.5.2 Describe any major risks in achieving a GMP, including what the Proposer foresees as any necessary Early Works Packages and anticipated timing for such Early Works Packages.

Early Works Packages and Major Risks in Achieving a GMP

We price risk where it belongs — inside the Cost Model and Value Management Log, not as a vague line buried in Contingency. Every risk we identify is quantified, assigned an owner, and tracked to closure in a live Risk Register visible to the full team.



Sample live risk register format — every risk is described, quantified, assigned a mitigation strategy, and tracked to closure.

EARLY WORKS PACKAGES

Given the aggressive schedule and the requirement that vendors and subcontractors be onboarded immediately upon award, we anticipate the following scopes warrant treatment as Early Construction Phases, sequenced to protect the Guaranteed Completion Date without compromising the Target GMP:

- **Demolition of existing site improvements —** priced and permitted as its own Early Construction Phase so it can proceed independent of the separate demo permit timeline.
- **PEMB structural package —** named manufacturer engaged at NTP for delegated design and long-lead fabrication; treated as an Early Purchase Item under Section 1.15.
- **Rough grading and site utilities (self-performed) —** released early to establish site readiness ahead of PEMB erection and to surface subsurface risk before it can affect the GMP.
- **Long-lead MEP, fire protection, and specialty household hazardous waste facility systems —** identified at the Early Construction Phase Definition Workshop and procured ahead of the 100% CD GMP Proposal.

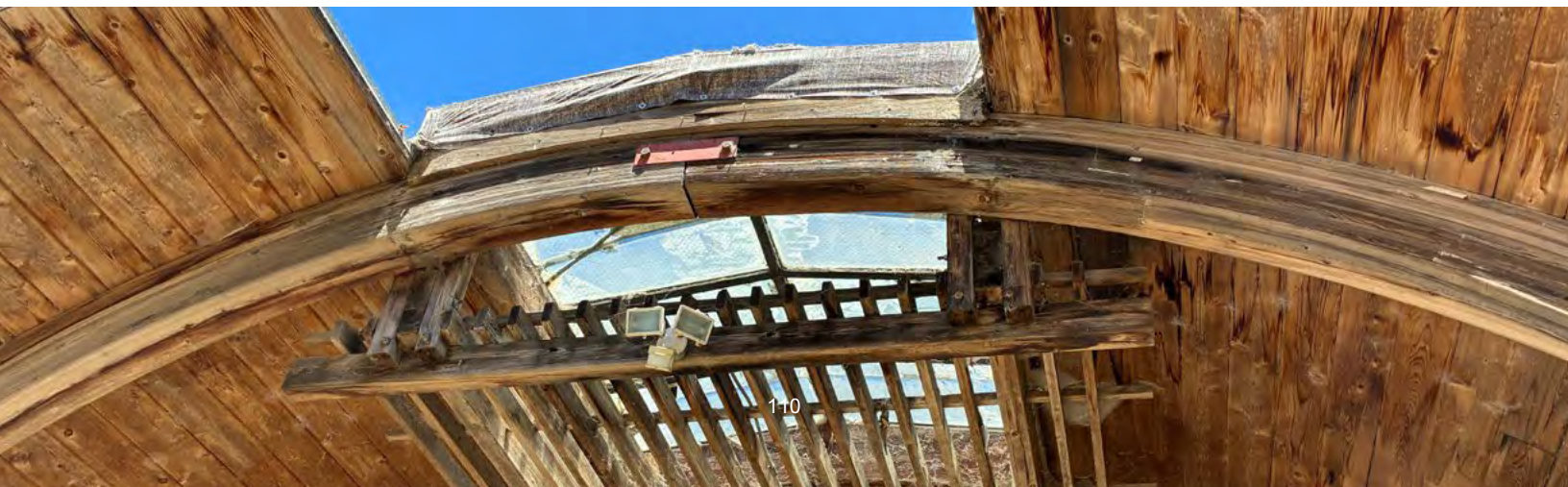
We expect to bring each of these forward at the project kickoff and Early Construction Phase Definition Workshop(s) called for in Sections 2.1–2.2 of Exhibit A1, with Early Construction Phase GMP Proposals following immediately behind — rather than waiting for the single Construction Phase GMP Proposal at 100% Construction Documents.



MAJOR RISKS IN ACHIEVING THE GMP

Based on our review of the RFP, the Scope of Services, and the project's site and schedule constraints, the major risks we foresee to achieving the Target GMP of $16,768,329 include the following:

Risk	Description	Mitigation Strategy
PEMB delegated design & procurement	Delegated engineering and fabrication lead time for the pre-engineered metal building could hold up foundation design and steel erection.	Name a qualified PEMB manufacturer with the Proposal (per Addendum); begin delegated-design coordination and long-lead procurement at NTP; treat as an Early Construction Phase / Early Purchase Item.
Immediate subcontractor mobilization	Aggressive schedule requires vendors and subs to mobilize immediately upon award, before typical bid-and-buy timelines allow.	Submit already-briefed, vetted vendors with the Proposal as required; convert to Early Construction Phase GMP Proposals for critical trades concurrent with the first OPC.
Demolition permit/ scope timing	A separate demo permit is being pursued independently of CMAR pricing, creating uncertainty in scope and timing for the GMP.	Obtain independent demo pricing now; structure demolition as its own Early Construction Phase so it does not hold up the overall GMP; track permit status as a live Risk Register item.
Self-performed rough grading & utilities	CMAR self-performs this scope directly; unknown subsurface or utility conditions at an active hazardous waste site create cost exposure.	Early self-perform take-off and geotechnical/utility review per Section 1.1(f)-(g); consider a dedicated Early Construction Phase for site/civil work.
Long-lead procurement (steel, MEP, fire protection)	Fabrication and delivery lead times for structural steel and specialty systems could threaten the Guaranteed Completion Date.	Identify Early Purchase Items and request Early Purchase Notice immediately at NTP per Section 1.15.
Material cost escalation	Pricing volatility between GMP execution and procurement, particularly for structural steel.	Lock vendor pricing at Early Construction Phase award; document any escalation claims against the ENR 20-City Average Material Cost Index per Section 3.7(c).
Solar PV feasibility scope	ZWS has asked for a cost/feasibility analysis for solar without presupposing inclusion — risk of budget impact if added late.	Price and track as a discrete Value Management Log alternate from the outset so a later decision does not erode the Target GMP or Agency Contingency.



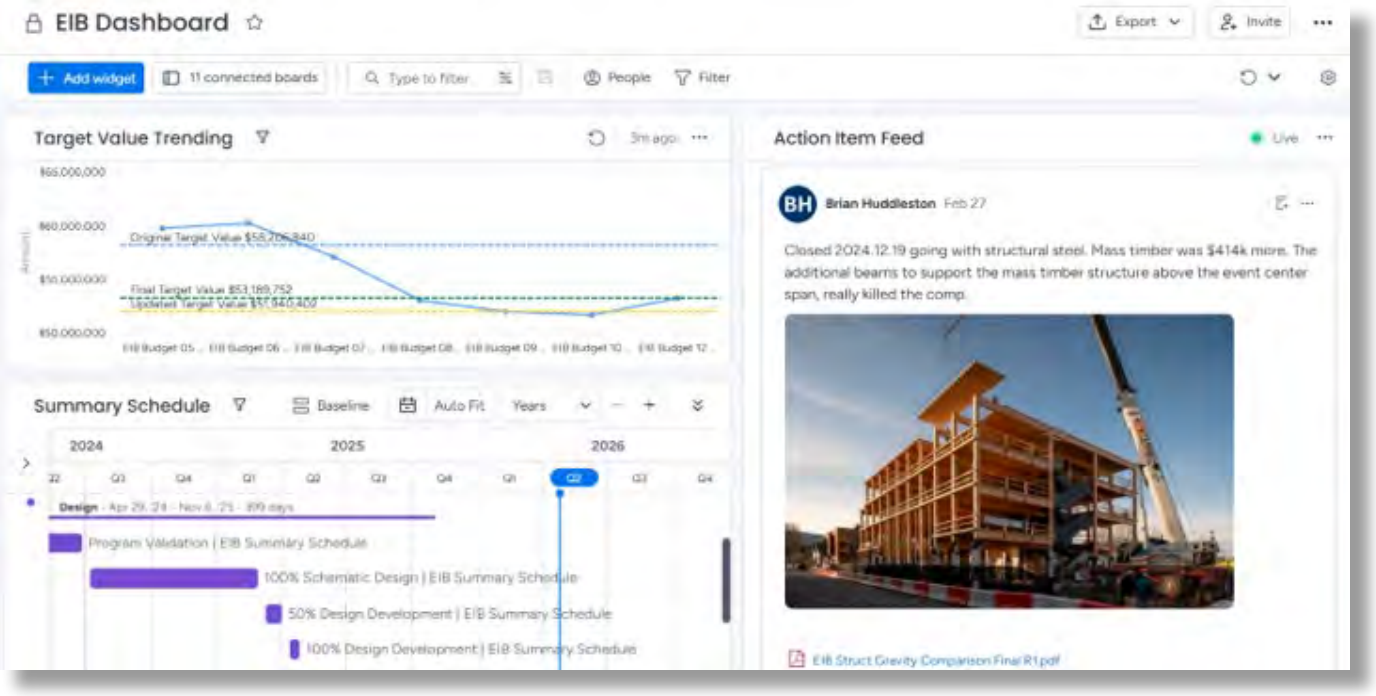
4.5.3 Describe Proposer's processes and tools for monitoring, reporting, and managing costs for all phases.

Processes and Tools for Monitoring, Reporting, and Managing Costs

The tools below are not separate systems bolted together — they are one live, shared cost-control environment (our Preconstruction Workspace) that gives ZWS, COAR, the Owner's Representative, and the Independent Cost Estimator the same real-time visibility we have internally.

(a) Control and Reporting Processes for Designing to Budget

Our Cost Model and Value Management Log are live and shared, not static spreadsheets circulated after the fact. As the Architect advances from 50% to 90% to 100% Construction Documents, we update the Cost Model and issue a revised OPC at each Preconstruction Phase Milestone, each accompanied by the written narrative report Section 2.6.1 requires — documenting assumptions, allowances, identified risk, and the reasons for any change in price.



Sample live cost/schedule dashboard — the same real-time visibility we will provide ZWS, the Architect, the Owner's Representative, and the Independent Cost Estimator throughout preconstruction.

Milestone Budget Reviews are held at each Preconstruction Phase Milestone to compare our OPC against COAR's, the Owner's Representative's, and the Independent Cost Estimator's estimates — differences are resolved collaboratively at the OPC and Project Schedule Workshops described in Section 2.8, well before they can compound into a late surprise at GMP time.

(b) Scope, Cost, and Schedule Baseline Development and Change Control

We start with a shared Work Breakdown Structure. Within the RFP's required timeframe, we develop a draft WBS that structures both the Baseline Construction Phase Project Schedule and the Cost Model consistently, so every scope item traces to the same work package in the budget, the schedule, and the field — there is one definition of scope, not three.



Detailed budgets and the Value Management Log carry forward at every milestone — Draft Cost Model, 50% DD Cost Model, 100% DD OPC, 50% CD OPC, through the 100% CD GMP — so nothing is reset or re-litigated at the next checkpoint.

Lead Estimator Omar Mutwakil, Schedule Slavik Formuzal, Senior Project Manager Austin Shaw, Construction Manager Ryan Campbell, and Construction Superintendent Bryce Campbell participate together at every OPC and Project Schedule Workshop, rather than developing cost and schedule in isolation. Any proposed change — a design clarification, a constructability recommendation, a VE idea — is logged in a single Action Item List with a clear scope, rationale, responsible party, and closure date, and is not incorporated into the OPC until that change control step is documented. This is the same record that feeds the TAB 9 response-to-comments and TAB 10 reconciliation requirements at each OPC and GMP Proposal submittal.

(c) Risk Management, Quantified Risk in the Cost/Schedule Baseline, and Specialty Contractor Input

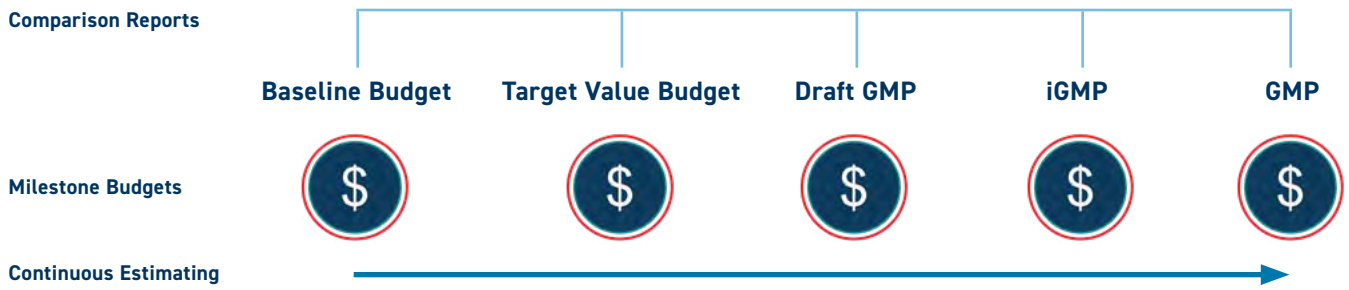
Risk is identified in the Cost Model, priced in the Value Management Log, mitigated through the Action Item List, and independently tracked in the Risk Register — four views of the same underlying data, not four disconnected logs. Because our Cost Model is built on a Schedule of Values that mirrors the Project Schedule's own work breakdown, quantified risk cost rolls up directly into both the projected cost performance and the cash-flow forecast we provide to support monthly payment requests under Section 3.11.

Specialty contractor and self-perform input is built into this process from the start, not added after the GMP is set. Our PEMB manufacturer, self-perform grading and utility crews, and key MEP/fire protection trade partners are engaged during Preconstruction specifically to stress-test our assumptions, surface risk we might otherwise miss, and provide reliable pricing — all before that pricing is locked into a GMP Proposal.

(d) Philosophy on Contingency

We treat contingency as protection against genuine unknowns — not as a place to hide estimating gaps. Under the Agreement's structure, we understand there are two distinct pools, and our process is built to respect the line between them:

- **Agency Contingency is for ZWS's sole and exclusive discretionary use —** for Construction Work missing from bid packages, Agency-directed expenditures, coordination tolerances between trades, or schedule acceleration — and we do not treat it as available to cover our own estimating shortfalls, consistent with the permitted and prohibited uses in Section 3.4(d).
- **Our own estimating risk is priced directly into the Cost Model and Value Management Log, line by line, rather than carried as an unstated cushion.** Because the Agreement does not permit Allowances in the GMP unless ZWS expressly authorizes them, our discipline is to fully quantify risk up front so ZWS is not asked to accept an unexplained number.

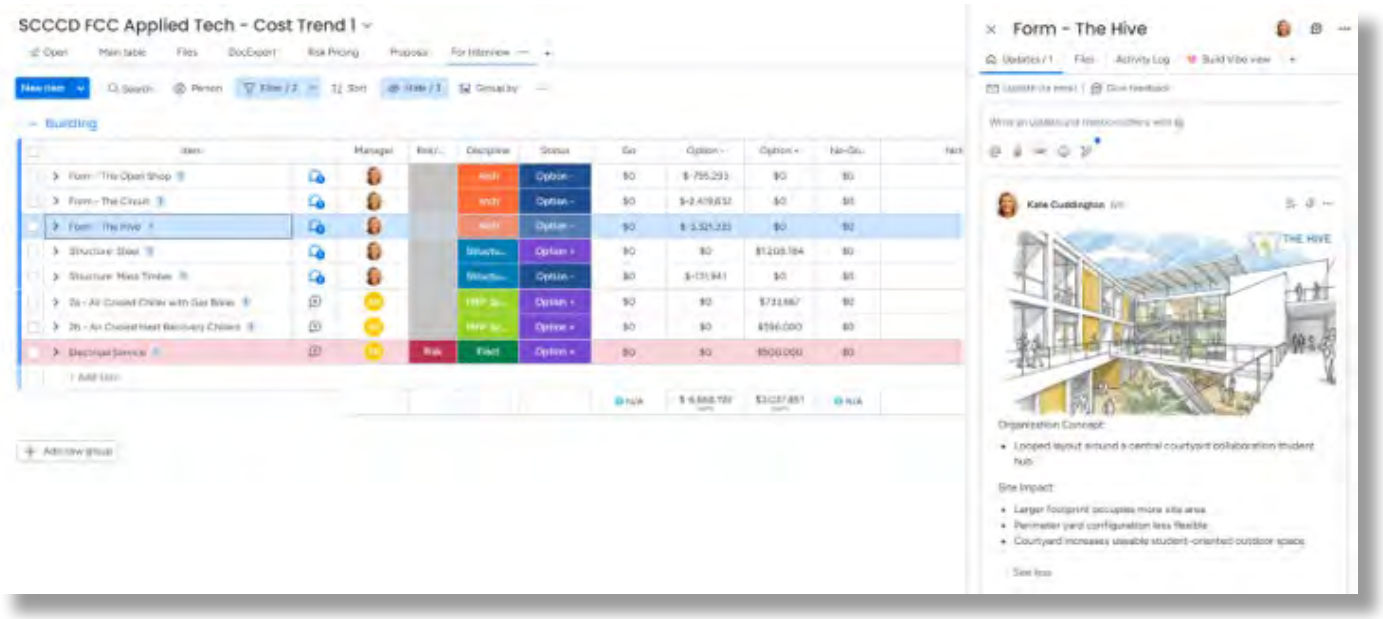


Continuous estimating, checked at every milestone — the discipline that keeps contingency available for its intended purpose rather than absorbing avoidable surprises.

This transparency benefits both parties directly: under the Shared Cost Savings provision, any difference between the final GMP and the amount actually spent is split 50/50 between CMAR and Agency. Pricing risk honestly from the start, rather than padding numbers defensively, is how we protect that shared upside for ZWS as well as for Swinerton.

(e) Value Engineering — Approach, Experience, and Anticipated Ideas for This Project

Our approach is built to make the RFP's formal Value Engineering process (Section 1.7) a confirmation of work already underway, not a fire drill triggered after 50% Construction Documents. From Notice to Proceed, we generate, price, and log ideas continuously in the Value Management Log — so that when the formal VE Report is due, it documents options ZWS has already seen and discussed, complete with the life-cycle-cost and schedule-impact analysis Section 1.7(a) requires.



Sample Value Management Log — every option is priced, assigned a discipline and status, and visible to the team before it becomes a formal recommendation.

Where a decision needs to be built collaboratively rather than simply presented, we use Choosing By Advantages (CBA) — a structured, weighted comparison of the real advantages and disadvantages of each option, not just first cost.

CASE STUDIES: EARLY RISK MITIGATION THAT PROTECTS BUDGET AND SCHEDULE

On the CSU Bakersfield Energy and Innovation Building, early conceptual civil engineering surfaced a $1M storm-drainage risk during Validation — missed in the feasibility study — that we mitigated before it could threaten the GMP. On the Cal Poly Humboldt Engineering & Technology Building, early structural analysis on a difficult site avoided $3M in risk before the Target Value Budget was finalized, and the GMP was ultimately committed in line with the original targets. On the County of Orange Civic Center, continuous estimating and constructability review allowed us to deliver the GMP at 50% Design Development, in alignment with the initial target values.



Choosing By Advantages

TEST SCENARIO		THE CIRCUIT	THE OPEN SHOP	THE HIVE
ORGANIZATION CONCEPT		Student-collaboration nodes create connections and entry points for two efficient double-loaded corridor bars.	Beacon-like lobby connects two bars, framing the view into the large flexible yard space.	Looped layout around a central courtyard collaboration student hub.
SITE IMPACT		• Creates more open site and yard space with addition of 4th story • More opportunities for landscaping and street trees along E Weldon Ave. for passing pedestrians	• Ideal yard configuration for vehicular access- Maximizes yard area	• Larger footprint occupies more site area • Perimeter yard configuration less flexible • Courtyard increases useable student-oriented outdoor space
DESIGN IMPACT	PROS	• Efficient organizational layout with an economical repetitive structural system • Student collaboration nodes create opportunities for interaction and connection between classes • Yard area opens up towards W Weldon, showcasing AT programs • V-shape layout is more effective for daylighting interior spaces and provides views into the yard	• More sheltered yard layout, protected from the sun with ideal vehicular access on the north • Larger flexible yard with covered areas for inclement weather • Central covered outdoor learning pavilion • V-shape layout is more effective for daylighting interior spaces and provides views into the yard • 3-stories	• Creates a dynamic central hub for student interaction and collaboration • Courtyard acts as a light well into the building footprint • Looping layout avoids dead ends, interconnecting program spaces • Perimeter yard layout creates more opportunities to showcase the program • Partially covered yard areas protected from sun and rain
	CONS	• South-facing yard area more exposed to the sun • Reduced covered outdoor yard area • Long double loaded corridors • Prominent Vehicular access to yard • Less ideal solar orientation with large west-facing facade • 4-stories creates more vertical separation between program areas	• Less ideal solar orientation with large west-facing facade • Less visual presence from E Weldon Ave approach • Narrower landscaping space along E Weldon Ave	• Perimeter yard area closer to train tracks (land noise) • More inwardly focused layout • Less ideal solar orientation with large west-facing facade • Less visual presence from E Weldon Ave approach
CONSTRUCTABILITY IMPACT	PROS	• Open access to parking lot across Weldon that is ideal for staging • More open space on the site to use for construction • Smaller footprint and central yard consolidates work zones, and improves efficiency.	• More rectilinear in form allows for speed and efficiency in connections • More open space on the site to use for construction. • Smaller footprint consolidates work zones, and improves efficiency.	• 3 stories provide less floor-to-floor travel that improves efficiency for installation.
	CONS	• 4 floors require a temporary construction elevator.	• The yard is facing away from the ideal staging area in the parking lot across Weldon.	• Spaces and yards are more spread out, which extends trip times and expands supervision needs. • A larger portion of the site is taken up with the building, resulting in less space for staging and coordination.
EXTERIOR SURFACE SF/GSF		66%	75%	50%
POTENTIAL SAVINGS		$2,419,632	$795,293	$3,321,333

Example CBA comparison from a prior project, used to build stakeholder consensus around a major cost- and value-driving decision.

For this project specifically, we anticipate bringing forward ideas such as:

- A CBA-based cost/feasibility analysis for the solar photovoltaic scope ZWS has asked us to evaluate — priced and compared on a neutral basis, without presupposing the outcome.
- PEMB bay-spacing and purlin optimization with our named manufacturer to reduce steel tonnage without sacrificing performance.
- Sequencing the self-performed rough grading and utility work to compress the overall schedule and reduce General Conditions duration cost.
- Early-lock procurement of the structural steel package to shield the GMP from index-linked escalation.

No Value Engineering — in the sense of a late, forced redesign. Value is built into the design from day one, priced continuously, so nothing has to be cut later to get back on budget.



(f) Ability to Manage Costs and Stay Within a GMP on Comparable Projects

Staying within a GMP is a discipline, not a hope — it comes from pricing risk honestly at the start and tracking it continuously thereafter. A sample of our track record:

- **CSU Bakersfield Energy and Innovation Building:** Continuous estimating, milestone budget reviews, and constructability review through Validation allowed the team to absorb a $1M unforeseen storm-infrastructure scope without exceeding the Target Value Budget.
- **Cal Poly Humboldt Engineering & Technology Building:** An initial cost model established during the RFP phase, including risk pricing, avoided $3M in structural risk before program finalization; the GMP was committed at the end of Design Development in line with the original targets, despite the worst seismic and soils conditions on the site.
- **County of Orange Civic Center, County Administration South:** Continuous estimating in the Value Management Log and Milestone Budget Updates delivered the GMP at the end of 50% Design Development, in alignment with initial target values.
- **Heartwood Apartments:** A detailing innovation reduced the material package cost by approximately 5% while accelerating the schedule, an example of value found through collaboration rather than cut through late-stage redesign.

Every one of these outcomes came from the same discipline described throughout this section: an open-book Cost Model from day one, risk priced where it lives rather than hidden in contingency, and continuous reconciliation with the owner's own cost checks — the exact process we will bring to the Household Hazardous Waste Facility Project.

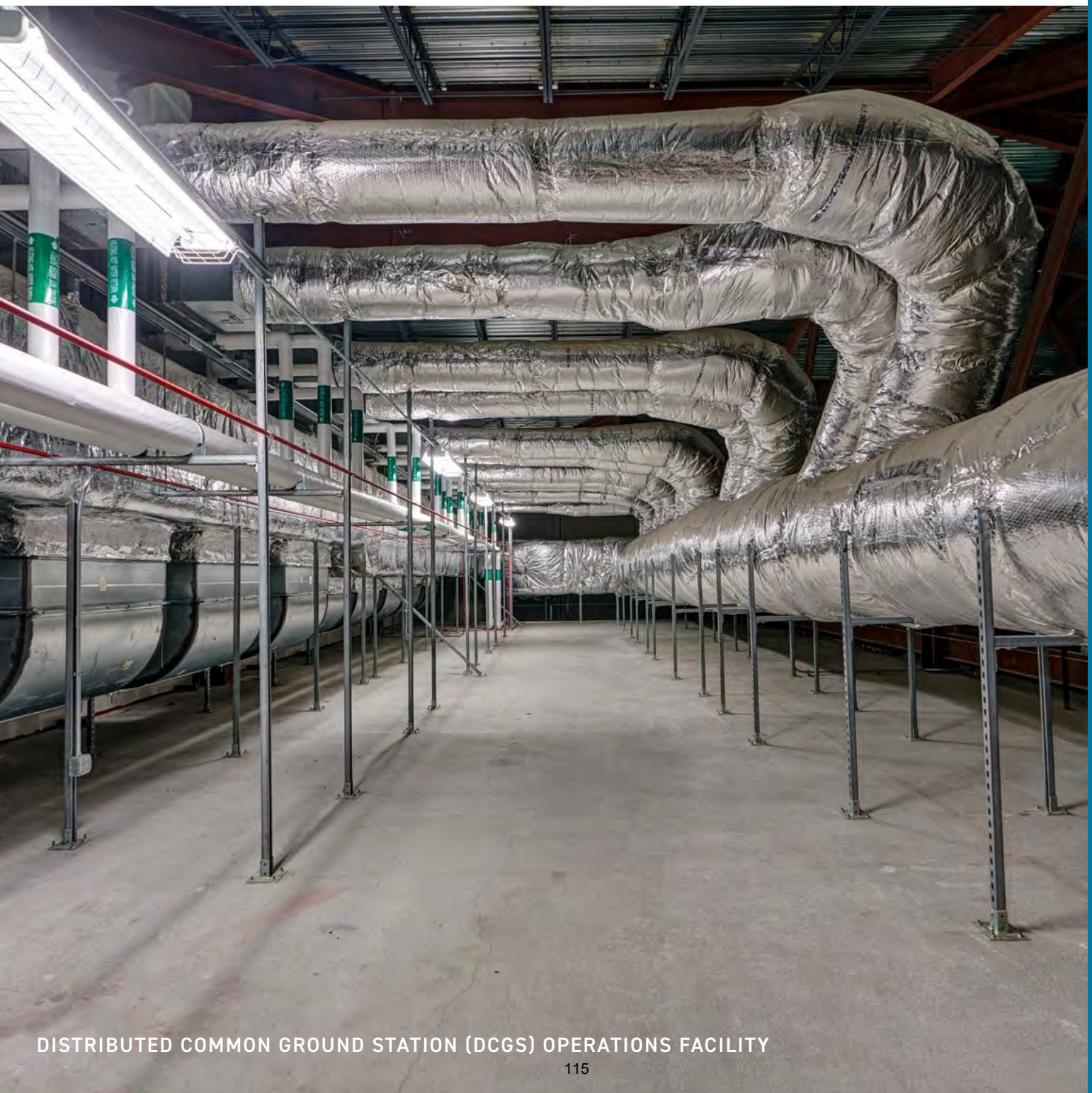
Swinerton is prepared to bring this same discipline — radical transparency, continuously priced risk, and a shared cost-control workspace — to the Sonoma County Household Hazardous Waste Facility Project from Notice to Proceed through final GMP. We welcome the opportunity to discuss our approach further with Zero Waste Sonoma and the project team.

COST CERTAINTY THROUGH TRANSPARENT PARTNERSHIP

Swinerton is prepared to bring this same discipline — radical transparency, continuously priced risk, and a shared cost-control workspace — to the Sonoma County Household Hazardous Waste Facility Project from Notice to Proceed through final GMP. We welcome the opportunity to discuss our approach further with Zero Waste Sonoma and the project team.

SECTION 4.6

RISK MANAGEMENT, ENVIRONMENTAL, AND SAFETY



DISTRIBUTED COMMON GROUND STATION (DCGS) OPERATIONS FACILITY

4.6. / RISK MANAGEMENT, ENVIRONMENTAL, AND SAFETY

4.6.1 Discuss what Project risks that the Proposer has identified and how it will strategize/coordinate with ZWS to address and mitigate these risks.

PROACTIVE RISK MANAGEMENT

Our team understands that proactive risk management is critical. Our approach emphasizes early identification, transparent communication, and collaborative mitigation strategies developed with ZWS and key stakeholders. Our risk management process includes:

- **Early Identification:** Risk workshops at project inception with ZWS, design team, and trade partners to create a comprehensive risk register.
- **Transparent Communication:** If ZWS is interested, we have the ability to share the Risk Register live with the entire team and within the same platform as our Budget and Value Management Log.
- **Collaborative Mitigation:** Tailored plans for each risk, including robust change management, early procurement, regulatory engagement, and real-time market analysis.
- **Integration with Project Controls:** Risks tracked in cost and schedule baselines, with quantified costs included in contingency logs and monitored via industry-leading platforms.
- **Continuous Improvement:** Post-project reviews capture lessons learned to refine future practices.

By fostering transparency, accountability, and partnership, **our team ensures risks are managed to protect ZWS' interests and support the successful outcome** of the Household Hazardous Waste Facility. Some of the primary risks we have identified for the Household Hazardous Waste Facility include:

PRIMARY RISKS	MITIGATION APPROACH
PEMB Procurement and Coordination	Engage the PEMB manufacturer and affected subcontractors early to coordinate all systems that attach to, are supported by, penetrate, or otherwise interact with the PEMB.
Specialized Systems and Environmental Safety	Confirm system requirements early and coordinate specialty systems across all disciplines to maintain environmental, life-safety, and regulatory compliance.
FF&E Coordination	Develop and maintain an FF&E coordination plan that confirms equipment requirements, utility connections, clearances, and installation responsibilities.
Demolition and Salvaging: Existing	Verify salvage requirements before demolition and incorporate protection, removal, storage, and reuse responsibilities into the work plan.
Sitework/Civil Unforeseen Conditions	Perform analytical soil testing early to identify undocumented fill conditions, plan trenching and excavation activities during dry weather to minimize groundwater impacts, and evaluate the need for cathodic protection on underground water systems based on soil corrosivity.
SWPPP Management Near Creek	Implement and actively monitor project-specific SWPPP controls to protect the creek and maintain compliance throughout construction.
Permitting	Develop a permitting matrix and track agency submissions, reviews, approvals, and required inspections against the project schedule.
Landscaping and Site Furnishings	Coordinate landscaping and site furnishings early with civil design, underground utilities, irrigation, accessibility, and installation sequencing.
Data/Security/AV Scope	Clarify scope, design responsibility, infrastructure requirements, and system interfaces early to avoid gaps in procurement and installation.



LEED Gold-certified Flight Projects Center facility featuring a living roof and high-efficiency building systems.

#1

Green/Sustainable Projects Top Contractors, *ENR California 2024*

200+

LEED Certified Projects Completed

SUSTAINABILITY IN ACTION

FIREBOAT STATION NO. 35

San Francisco, CA



- LEED Gold Equivalent Certification
- Enhanced Commissioning & Integrated Design Process
- High-Efficiency Electric Heat Pump (VRF) HVAC System
- Rooftop Photovoltaic Infrastructure & Energy-Efficient Lighting Controls
- Construction Waste Management & Sustainable Material Selection
- Low-Emitting Materials & Indoor Air Quality (IAQ) Management

4.6.2 Describe Proposer's approach to environmental management for the Project and its experience and ability to ensure that it can perform construction activities in an environmentally responsible manner consistent with Applicable Law and permits.

Sustainability Expertise

PLANNING FOR SUSTAINABILITY

Swinerton leverages its expertise and experience to deliver sustainable solutions throughout a building's entire life cycle. We believe **sustainability is fundamentally a preconstruction effort**. Opportunities to reduce environmental impacts begin in the earliest stages of design through thoughtful planning, efficient use of resources, and early collaboration with project stakeholders.

During preconstruction, our team will evaluate opportunities for **material salvage, prefabrication, and deconstruction planning** to support circularity and reduce construction waste. We will also work with the District and design team to identify **sustainable materials, responsible sourcing opportunities**, and construction approaches that support the project's environmental objectives.

SUSTAINABLE CONSTRUCTION PRACTICES

During construction, Swinerton employs best management practices as standard operating procedures on every project, including construction waste management, stormwater management, and indoor air quality management.

Our project team will develop and implement a **Construction Waste Management Plan** that evaluates local recycling opportunities and establishes strategies to divert construction and demolition debris from landfills. Throughout construction, we will maintain erosion and sediment controls, implement dust suppression measures, protect indoor air quality for firefighters occupying the station, and follow spill prevention and pollution control procedures that minimize impacts to the surrounding environment.

In partnership with project stakeholders, Swinerton can support sustainability certifications and embodied carbon reduction strategies through early goal setting, material evaluation, and enhanced preconstruction coordination.

DEDICATED SUSTAINABILITY EXPERT



Erin Kirkpatrick, Corporate Sustainability Manager, leads Swinerton's Corporate Responsibility and Sustainability Program, supporting project teams with practical, cost-effective strategies that advance environmental performance from preconstruction through closeout. She provides expertise in:

- Embodied carbon
- Green building certifications
- Sustainable materials
- Waste reduction
- Environmental compliance
- Resource efficiency

Working alongside the Household Hazardous Waste Facility project team, Erin helps integrate company sustainability initiatives—including emissions tracking, water conservation, responsible material selection, and waste diversion—into project planning and construction to help clients achieve their sustainability goals.

4.6.3 Discuss Proposer's safety program, the content and frequency of its safety meetings, the basis for its current Experience Modification Rate (EMR) number, its Injury and Illness Prevention Program and who Proposer's safety officer would be and his/her qualifications for that position.

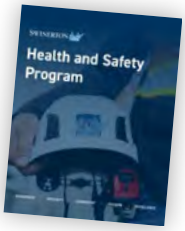
Swinerton's Safety Program

The foundation of Swinerton's safety culture is **"Make Safety a Habit, Your Family Needs You."** Rather than simply complying with regulations, our teams embrace the reason behind them: ensuring every person returns home safely each day. Every employee is empowered with **Stop Work Authority** to identify hazards and prevent unsafe conditions.

HEALTH AND SAFETY PROGRAM (HASP)

Swinerton's comprehensive **Health and Safety Program** incorporates an OSHA-compliant Injury and Illness Prevention Program (IIPP), Code of Safe Work Practices, trade-specific safety procedures, hazard assessments, and environmental health requirements. The program is continuously updated to reflect current regulations and lessons learned across projects nationwide.

Scan or click here to review our Health and Safety Program (HASP).



DEDICATED SAFETY PROFESSIONALS



Safety Manager Jeff Fleckser brings 22 years of construction safety leadership on complex public-sector projects. Well-versed in Cal/OSHA, Federal OSHA, and state safety regulations, he develops project-specific safety plans, conducts field audits, leads training, and proactively eliminates hazards before work begins. His certifications include **CHST, OSHA 500 Trainer, OSHA 30-Hour, STS-C, SSHO, HAZWOPER 40, and NFPA 241**.



Construction Superintendent Bryce Campbell reinforces safety in the field through daily planning, inspections, and coordination with trade partners. With **OSHA 30-Hour, First Aid & CPR Certification, and Swinerton Designated Safety Professional Training**, Bryce ensures safety is integrated into every phase of construction.

SAFETY MEETINGS

Swinerton's safety meeting cadence operates at multiple levels, from daily to weekly:

- **Daily Pre-Task Plans (PTP):** Conducted before each shift to review the day's tasks and hazard controls. These briefings also include **Stretch and Flex exercises** to prepare workers for the day and verify fitness for duty.
- **Weekly Trade Partner Safety Meetings:** Held with trade supervisors to discuss upcoming operations, field findings, and safety concerns.
- **Project Walkthrough Inspections:** Conducted daily by Ryder as he walks the jobsite. He verifies required PPE compliance and that safety protocols are in place.
- **Activity Hazard Analyses (AHA):** Conducted as needed for all trades, typically **three weeks before high-risk activities**. AHAs break down work processes to identify hazards, required training, and necessary equipment.

Project-Specific Safety Priorities

Our safety planning protects both firefighters and construction personnel while supporting uninterrupted emergency operations:

- **Renovation Risk Management:** Perform early investigations and hazardous materials assessments appropriate for a 60+ year-old facility, with controlled work areas and exposure mitigation measures.
- **Contamination Control:** Implement dust containment, housekeeping, and clean work practices to minimize cross-contamination between construction and occupied areas.
- **Occupied Fire Station Safety:** Sequence work and install temporary barriers to maintain safe circulation between apparatus operations, firefighter living spaces, and construction zones whenever feasible.
- **Worker & Firefighter Protection:** Separate construction activities from emergency response operations through phased work plans, clear access routes, and daily coordination with station personnel.



Swinerton consistently achieves exemplary safety ratings. Currently, Swinerton's Experience Modification Rate (EMR) is 0.62 in California, ***well below the national average of 1.00.***

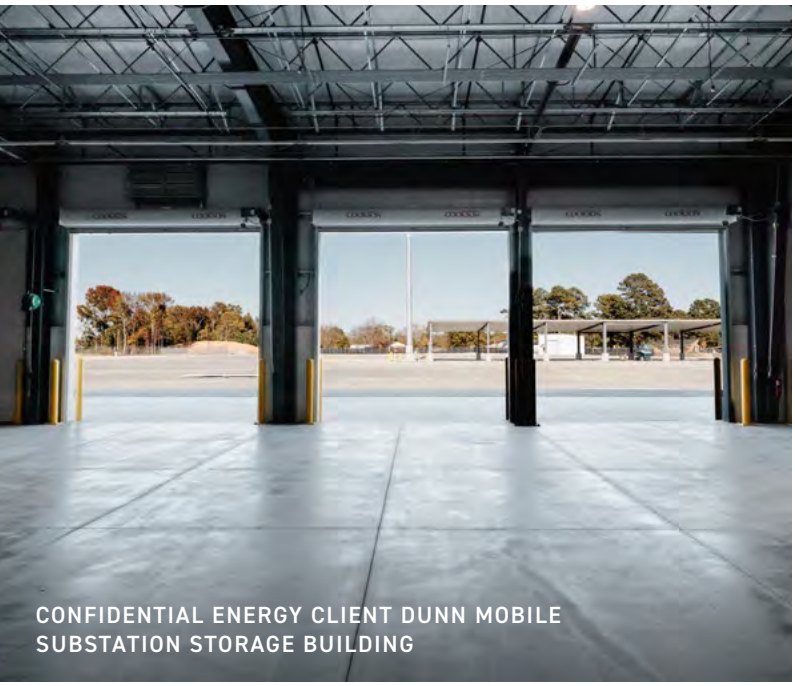
Prior experience with pre-fabricated metal buildings, while not a scoring factor, should be mentioned in the CMAR proposal.

Experience with Pre-Engineered Metal Buildings

Swinerton brings extensive, proven experience delivering pre-engineered metal buildings (PEMBs) throughout California across public/civic, aviation, industrial, transit, utility, and education markets. These projects demonstrate our ability to integrate PEMB systems into complex, highly coordinated facilities while managing early procurement, delegated design, trade coordination, permitting, and fast-track delivery requirements. Highlighted projects include:

- Mechoopda Wastewater Treatment Plant
- Labath Landing Interim Housing Development
- SDG&E Miramar Warehouse
- Confidential Energy Client Dunn Mobile Substation Storage Building

Our experience spans a wide range of PEMB facilities involving delegated design coordination, early procurement, utility integration, and accelerated delivery schedules. From maintenance facilities and warehouses to utility infrastructure projects, we understand the specialized requirements of PEMB construction and the importance of aligning manufacturers, designers, and trade partners early in the process. As a result, we consistently deliver PEMB projects in active operational environments while effectively managing complex system interfaces, maintaining schedule and budget certainty, and achieving high-quality results.



CONFIDENTIAL ENERGY CLIENT DUNN MOBILE SUBSTATION STORAGE BUILDING

Proposers should identify their selected pre-engineered metal building (PEMB) contractor as part of their submittal and include the contractor's qualifications and relevant experience.

PEMB Trade Partner: Iron Industries

Iron Industries is prepared to engage immediately upon contract award, supporting early coordination, design-assist efforts, and procurement planning.

Established in 2004, Iron Industries is a family-owned steel fabrication and erection contractor specializing in pre-engineered metal buildings and structural steel systems throughout California. With more than 20 years of experience, they deliver projects ranging from custom fabrication to large-scale institutional facilities, with a focus on quality, safety, and reliable project delivery.

RELEVANT EXPERIENCE

Iron Industries brings direct experience delivering pre-engineered and prefabricated metal building projects for educational, institutional, healthcare, and public-sector clients, including:

- Parlier High School Career Pathways Building
- Parlier Junior High School
- Madera Community College
- Merced Ag Science Center
- Fresno City College Child Development Center
- Adventist Health Facilities

This experience demonstrates a strong understanding of the durability, code compliance, and public-agency coordination requirements associated with the PEMB scope.

PRIOR WORKING RELATIONSHIP WITH SWINERTON

Iron Industries and Swinerton maintain an established working relationship, having successfully partnered on multiple active and completed projects, including:

- Fresno USD Education Center Board Room Remodel
- CSU Bakersfield Energy Innovation Building
- City of San Luis Obispo Cultural Arts District Parking Structure
- Justin Garza High School VAPA/Theater Project

This history of collaboration provides confidence in Iron Industries' responsiveness, communication, and ability to perform as an integrated design-assist and construction trade partner. Their familiarity with our project controls, coordination processes, and quality expectations reduces onboarding time and supports efficient project delivery.

Due to an aggressive project schedule, the CMAR entity will need to onboard vendors and subcontractors immediately upon contract award.

Immediate Trade Partner Mobilization

Swinerton is well-prepared to mobilize subcontractors and vendors immediately upon contract award, a critical capability given the project's aggressive schedule.

Established Trade Partner Network. Swinerton maintains an accounting system with more than 20,000 subcontractors already established as vendors and prequalified, allowing us to move directly into solicitation and buyout without the delays typically associated with new vendor setup, insurance verification, and licensing checks. For this Project, our team has already engaged and briefed a list of potential subcontractors on the scope and schedule, positioning us to begin procurement immediately upon award.

Proven Buyout Approach. Swinerton is accustomed to executing buyout on compressed timelines and has developed a methodical, sequenced approach to doing so. Rather than releasing all bid packages simultaneously, we prioritize critical-path subcontractors first. For this project, that includes PEMB, earthwork/site utilities, concrete, and MEPF trades. We then systematically procure the remaining scopes in accordance with a detailed Buyout Schedule, ensuring long-lead and schedule-critical trades are secured early while maintaining competitive pricing.

Recent Example: USDA Agricultural Research Services Research and Development Center ($60M). On our recent $60 million USDA project, this approach delivered measurable results:

- Full project scope was coordinated and fully bought out through eight separate bid package groups within three months of NTP.
- 12 trade partners were onboarded and mobilized within one month of NTP.

This track record demonstrates our ability to move from award to an active, subcontracted workforce in a matter of weeks rather than months, directly supporting ZWS's need for immediate mobilization and accelerated project delivery.

A separate demo permit is currently being pursued. The CMAR entities will need to get pricing to inform their proposed GPC.

Demolition Permitting and Pricing Coordination

We understand a separate demolition permit is currently being pursued for the project site, independent of the primary building permit process.



Recognizing that this permit will directly affect the scope, sequencing, and cost of early site work, the our team will proactively coordinate with ZWS and the permitting demolition contractor to obtain accurate, up-to-date pricing for inclusion in our proposed GMP.

Specifically, our approach will include:

- **Early Engagement:** Initiating outreach to qualified demolition trade partners during the Preconstruction Phase to solicit competitive, scope-specific pricing tied to the anticipated demolition permit conditions.
- **Coordination with Permit Status:** Tracking the status of the separate demo permit application and adjusting our cost model and schedule assumptions as permit conditions (e.g., abatement requirements, disposal protocols, phasing restrictions) become finalized.
- **Integration into GMP Development:** Incorporating demolition costs as a distinct line item within our Cost Model, consistent with CSI MasterFormat breakdown requirements, ensuring transparency and traceability from the OPC through the final GMP Proposal.
- **Risk Mitigation:** Flagging any pricing assumptions made prior to permit issuance and clearly documenting contingencies or exclusions related to demolition scope, so that ZWS has full visibility into cost risk tied to permit timing.

By securing demolition trade partner pricing early and aligning it with the separate permit process, our team will ensure that demolition costs are accurately reflected in our GMP proposal and that the project's overall schedule is not delayed by permitting uncertainty.

Rough grading and utility work will need to be performed by the CMAR entity.

Rough Grading & Utility Work

Rough grading and utility work will be performed directly by our team as part of the Construction Phase scope. We acknowledge this responsibility and will plan, price, and self-perform (or directly subcontract and manage) this work as an integral component of the overall project delivery.

Our approach will include:

- **Early Scope Definition:** Coordinating with COAR and the Civil Engineer during the Preconstruction Phase to fully understand grading plans, utility routing, and site conditions in order to develop an accurate Cost Model for this scope.
- **Site Investigation:** Conducting site visits and reviewing available geotechnical, survey, and utility data to identify potential risks (e.g., unforeseen subsurface conditions, existing utility conflicts) prior to finalizing pricing.
- **Trade Partner/Self-Perform Strategy:** Determining the most cost-effective and schedule-efficient approach — whether self-performing rough grading and utility work or engaging a qualified, pre-vetted subcontractor — and securing that pricing in time to inform the GMP Proposal.
- **Sequencing and Schedule Integration:** Ensuring rough grading and utility installation are properly sequenced within the Baseline Construction Phase Project Schedule, particularly given the pre-fabricated metal building's foundation and utility tie-in requirements.
- **Cost Model Integration:** Including rough grading and utility work as distinct line items within the Cost Model, broken down by site work, division of work, and quantities/prices consistent with CSI MasterFormat structure.

By taking direct responsibility for rough grading and utility work, our team ensures tighter coordination between sitework and vertical construction, reduces interface risk between trades, and supports a more reliable overall project schedule and cost outcome for ZWS.

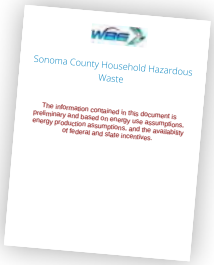
Solar PV Cost-Feasibility Summary — Roll-Off Bin Site Canopy

A 128 kW-DC (111,496 W-AC) rooftop/canopy PV system at the roll-off bin site would offset approximately 99.99% of the facility's projected annual energy use (210,010 kWh), effectively achieving net-zero energy for the site.

Metric	Value
System Cost (Gross)	$576,000
Federal + State Depreciation Incentives	$264,960
Net System Cost	**$311,040**
Current Annual Electric Bill	$69,542
Projected Annual Electric Bill (Post-Solar)	$15,156
Annual Electricity Savings	**$54,386**
Simple Payback Period	5.8 years
20-Year IRR	14.4%
20-Year NPV	$457,722
20-Year Cumulative Cash Flow	$1,027,851

Depreciation benefits (federal MACRS, state MACRS, and 10-year state straight-line) recover $264,960 of the upfront cost within the first several years, reducing net exposure to $311,040. Savings turn cumulatively positive in Year 6.

Scan or click here to view our full Solar PV Cost-Feasibility Analysis



SECTION 5

CERTIFICATION OF PROPOSAL



ORANGE COUNTY SANITATION DISTRICT HEADQUARTERS BUILDING



5. / CERTIFICATION OF PROPOSAL

This section shall state: "The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to ZWS in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP."

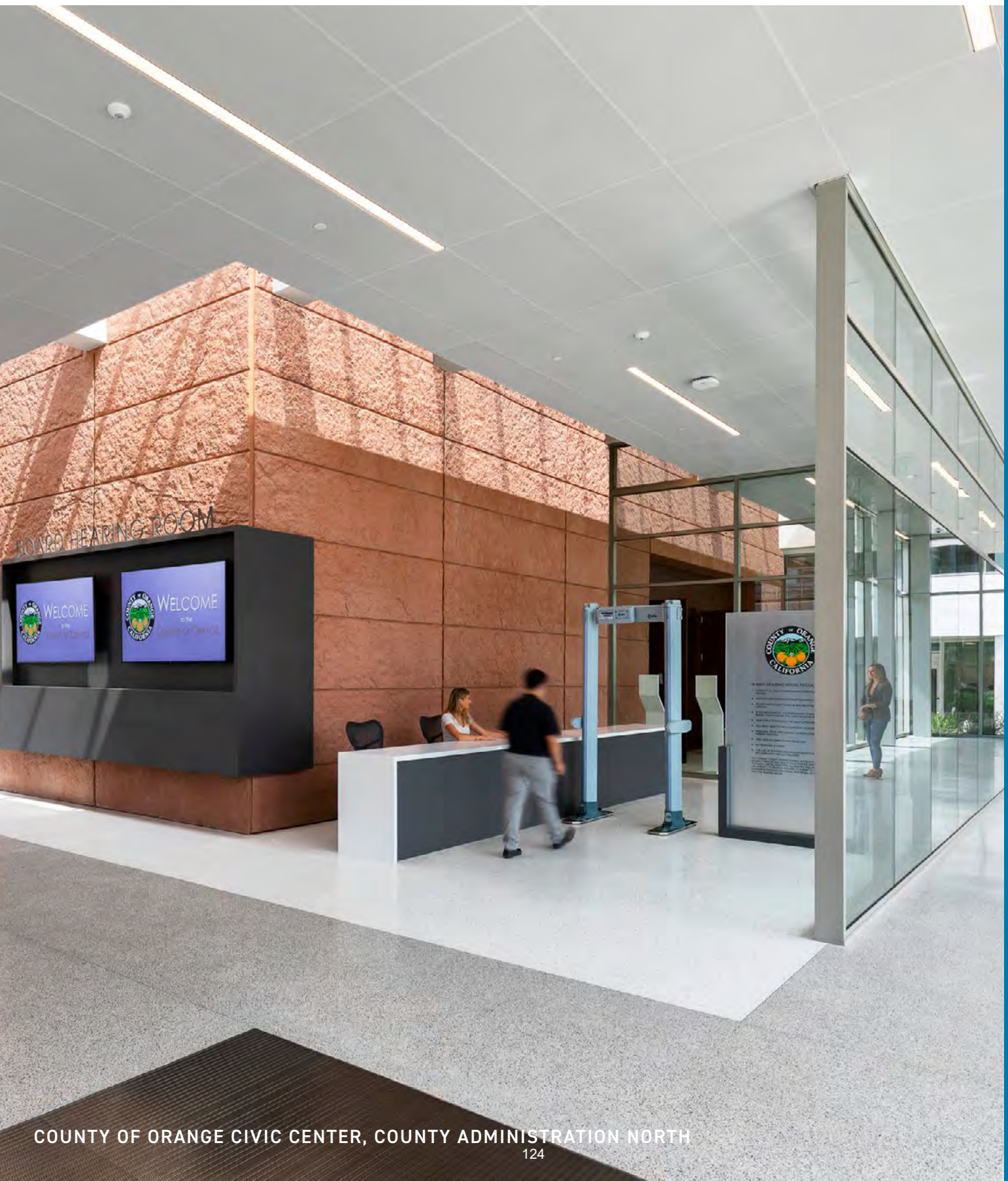
The undersigned hereby submits its proposal and, by doing so, agrees to furnish services to ZWS in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.

Jeff Good, Vice President/Division Manager

Swinerton Builders

SECTION 6

ATTACHMENTS



COUNTY OF ORANGE CIVIC CENTER, COUNTY ADMINISTRATION NORTH

6. / ATTACHMENTS

Addendum No. 1

COUNTY OF SONOMA

ADDENDUM NO.	**01**
SUBJECT:	**Addendum Number 01 to RFP No. SC001-CP66241AB**
	Request For Proposals (RFP) And Contract Documents for Construction Manager at Risk (CMAR) Contract Household Hazardous Waste Facility Project
DATE:	**8/5/2026**

This addendum is issued to publish the sign-in sheet from the mandatory pre-proposal site walk held on 30 July 2026 at the project site.

All other terms and conditions of RFP No. SC001-CP66241AB remain unchanged.

Please sign and date below as acknowledgment of receipt of Addendum No. 01 and include with your submittal.

Signature and Date: _____ September 9, 2026

Printed Name: Jeff Good, Vice President/Division Manager

Firm: Swinerton Builders

Addendum No. 2

and Local requirements. Identify the Major Subcontractor(s) from which the CMAR Firm intends to request bids as Major Subcontractor(s).

41. Will Reviewed Financial Statements be accepted in lieu of Audited Financial Statements?

    Response: Financial statements must be audited by an independent party qualified to render audit opinions (e.g., a certified public accountant). If audited financials are not available for an entity, the Proposal shall include unaudited financial statements for such entity, certified as true, correct, and accurate by the chief executive officer, chief financial officer or treasurer (or by such equivalent position or role) of the entity.

42. Can the salvage scope be clarified?

    Response: COAR worked with Greenlynx to determine the feasibility of potential salvage and re-use on the existing site and buildings. Please find their contact info below. Attached is an exhibit with salvage schedules for the exterior and Building 1 (5891 Pruitt Ave). ZWS would like to salvage the "Lumber" items listed for Building 1, with the intent to reuse wood siding for office-space accent walls and Lam Poles as supports for the Reuse store shelving. The remainder of the listed Exterior and Building 1 items could be salvaged for resale, donation, or other uses as directed by ZWS.

    Greenlynx Contact:
    Brandon Bugge - COO
    M: 707.543.6301
    O: 415.890.5880
    E: bbugge@greenlynx.net

All other terms and conditions of RFP No. SC001-CP66241AB remain unchanged.

Please sign and date below as acknowledgment of receipt of Addendum No. 02 and include with your submittal.

Signature and Date: _____ September 9, 2026

Printed Name: Jeff Good, Vice President/Division Manager

Firm: Swinerton Builders

SWINERTON

Attachment No. 1:

Proposer/Subcontractor Identification Qualification Questionnaire

PROPOSER AND SUBCONTRACTOR INFORMATION		
Proposer's/Subcontractor's legal entity name: Swinerton Builders		
Years in business under current company name: 25 years. See statement on following page.		
Types of work performed with own forces: Mass Timber; Concrete; Demolition & Clean-up; Doors, Frames, & Hardware; Firestopping; Metal Stud Framing & Drywall; Millwork		
Gross revenue of the Proposer/Subcontractor for the past three (3) years:		
$ 4,306,163,000 (2025)	$ 4,171,735,000 (2024)	$ 3,675,571,000 (2023)
Name of license holder exactly as on file with the California Contractors State License Board ("CSLB"): Swinerton Builders		
CSLB License classification(s): Please see list on the following page.		
CSLB License Number(s): No. 92		
CSLB License expiration date(s): August 31, 2027		
Department of Industrial Relations ("DIR") Registration Number: 1000000296		
Responsible Managing Officer ("RMO") or Employee ("RME") for Proposer/Subcontractor: Jeff Good, Vice President/Division Manager		
Number of years Proposer/Subcontractor has done business in California under contractor's license law: 96 years		
Number of years Proposer/Subcontractor has done business in California under Proposer's/Subcontractor's *current* license number: 97 years		
Has the Proposer/Subcontractor changed name(s) or license number(s) in the past five (5) years? (Y / (N). If "yes", explain on a separate signed sheet, including the reason for the change.		
Has there been any change in ownership of the Proposer/Subcontractor at any time in the past five (5) years? NOTE: A corporation whose shares are publicly traded is not required to answer this question. (Y / (N). If "yes", explain on a separate signed sheet, including the reason for the change.		
Is the Proposer/Subcontractor a subsidiary, parent, holding company, or affiliate of another construction entity? NOTE: Include information about other entities if one entity owns ten percent (10%) or more of another, or if an owner, partner, or officer of the Proposer/Subcontractor holds a similar position in another entity. ((Y) / N). If "yes", explain on a separate signed sheet, the name of the related company(s)and the percent ownership. Please see list on page A5.		
Indicate the form of Proposer's/Subcontractor's entity (type of business entity): (e.g., corporation, limited liability company, joint venture, etc.): Corporation		

List the following for each corporation officer, general partner, limited partner, owner, etc. (as applicable) for Proposer's/Subcontractor's type of entity. For joint ventures, include this information for each entity in the joint venture and the percent ownership of each joint venture. Attach all additional information on separate signed sheets as needed.

Years in Business Under Current Company Name

Swinerton Builders has operated under its current legal name since 2001. Swinerton traces its roots back to 1888. It was officially incorporated in 1908 as "The Lindgren Company." In 1929, "Lindgren & Swinerton" as the company was known at the time, obtained one of the first contractor's licenses in the state of California, which it still holds to this day, license number 92. In 1960, the company became "Swinerton & Walberg" until 2001 when it became "Swinerton Builders."

CSLB License Classifications

State	License No.	Type/Classification	Qualifying Individual	Expiration Date
California	92	A - General Engineering Contractor	R. Haj	8/31/2027
California	92	B - General Building Contractor	R. Haj	8/31/2027
California	92	Cert – ASB - Certification: Asbestos	G. Nuno	8/31/2027
California	92	C2 - Insulation & Acoustical	R. Haj	8/31/2027
California	92	C4 - Boiler, Hot Water Heating & Steam Fitting	R. Haj	8/31/2027
California	92	C5 - Framing & Rough Carpentry	R. Haj	8/31/2027
California	92	C6 - Cabinet, Millwork & Finish Carpentry	R. Haj	8/31/2027
California	92	C8 – Concrete	R. Haj	8/31/2027
California	92	C9 – Drywall	K. Dancey	8/31/2027
California	92	C10 – Electrical	M. Renz	8/31/2027
California	92	C12 - Earthwork & Paving	R. Haj	8/31/2027
California	92	C16 - Fire Protection	J. Good	8/31/2027
California	92	C21 – Building Moving, Demolition	G. Nuno	8/31/2027
California	92	C29 – Masonry	R. Haj	8/31/2027
California	92	C33 - Painting & Decorating	R. Haj	8/31/2027
California	92	C35 - Lathing & Plastering	R. Haj	8/31/2027
California	92	C39 – Roofing	R. Haj	8/31/2027
California	92	C50 - Steel, Reinforcing	R. Haj	8/31/2027
California	92	C61/D28 - Doors, Gates, and Activating Devices	R. Haj	8/31/2027



Subsidiary, Parent, Holding Company or Affiliate

Swinerton Builders is a wholly-owned subsidiary of Swinerton Incorporated. Swinerton Builders is affiliated with the following construction firms, which are 100% owned by Swinerton Incorporated:

- **SAK Builders, Inc. –** 100% owned by Swinerton Incorporated
- **Timberlab Holdings, Inc. –** 100% owned by Swinerton Incorporated
- **National Building Specialties, LLC –** 100% owned by Swinerton Incorporated
- **Swinerton Energy, Inc. -** 100% owned by Swinerton Incorporated

Swinerton Builders holds a 50% interest in Griffin/Swinerton, LLC.

We also have a number of joint ventures and partnerships for single projects, which are not listed, and can be provided upon request.

Jeff Good, Vice President/Division Manager

Name	Position	Years with Co.	% Ownership
See officer information on the following page. **No single individual employee owns 4% or more of the stock of Swinerton Incorporated.**			

Identify every construction firm, contractor and/or construction management entity with which Proposer/Subcontractor or any person listed above has been associated (as officer, general partner, limited partner, owner, RMO, RME, etc.) at any time during the *past five (5) years* (an "Associated Entity"). NOTE: For this question, "owner" and "partner" refers to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock if the business is a corporation. Include all additional information in separate signed sheets as needed.

Name of Person at Associated Entity	Name of Associated Entity	CSLB No. for Associated Entity	Dates of Person's Participation
Swinerton Builders' officers may serve as officers among other affiliated companies. Swinerton Builders is a wholly-owned subsidiary of Swinerton Incorporated. Swinerton Builders is affiliated with the following construction firms, which are 100% owned by Swinerton Incorporated: SAK Builders, Inc., Timberlab, Inc., Swinerton Energy, Inc., and National Building Specialties LLC. Swinerton Builders holds a 50% interest of Griffin/Swinerton LLC. Swinerton Builders does not track the personal matters of its employees, including but not limited to, employee association with other construction companies prior to employment with Swinerton.			

Note: Duplicate and submit this form for each Subcontractor included in the Proposal.

Officer Information

Name	Position	Years with Firm
David C. Callis	CEO, President	24
Christopher T. Chany	Exec. Vice President	12
Ray A. Haj	Exec. Vice President, COO	25
Timothy J. Kretzschmar	Exec. Vice President	12
Lauren T. Nunnally	Exec. Vice President, CAO	19
Bradley K. Peterson	Exec. Vice President, CFO	25
Jason R. Chupp	Sr. Vice President	14
Lori D. Guion	Sr. Vice President	28
Brian J. McCarthy	Sr. Vice President	16
SheriAnn Murphy	Sr. Vice President, Secretary	20
Pedro "Pete" Ruiz	Sr. Vice President	24
Lia Tatevosian	Sr. Vice President	30
Jared K. Backman	Vice President	7
Michael M. Berryhill	Vice President	11
Daniel J. Camin	Vice President	15
Ciaran A. Creighton	Vice President	9
Keith A. Dancey	Vice President	22
Jeffrey S. Gee	Vice President	23
Jeffrey F. Good	Vice President	18
Jeffrey S. Goodermote	Vice President	17
Paul A. Hinz	Vice President	26
John R. W. ("Bobby") Jennings	Vice President	16
Jennifer L. Lauritzen	Vice President	21
Derek D. Mosiman	Vice President	16
Jay A. Quackenbush	Vice President	2
Brenda A. Reimche	Vice President	33
Robert L. Ruszkowski	Vice President	7
Alison T. Satt	Vice President	10
Jeremiah J. Shakespeare	Vice President	7
Kevin M. Smith	Vice President	16
John S. Spight	Vice President	14
Aaron M. Townsend	Vice President	14
Nicholas M. Vovakes	Vice President	14
Ryan J. Wasell	Vice President	14
Tyler Whittaker	Vice President	8
Aaron J. Yamasaki	Vice President	14
Jay G. Yarbrough	Vice President	8
Maritza Zulueta	Vice President	6
Mary Kay Monville	Asst. Secretary	4
Deborah A. Pinson	Asst. Secretary	20
Lisa M. Telles	Asst. Secretary	22

Swinerton Builders is a wholly-owned subsidiary of Swinerton Incorporated. Swinerton Incorporated is 100% employee-owned. Approximately 50% is held by the Swinerton 401(k) & Savings Plan, and the balance is split among 900 plus employees of the various Swinerton Incorporated family of companies. **No single individual employee owns 4% or more of the stock of Swinerton Incorporated.**



Jeff Good, Vice President/ Division Manager

Attachment No. 1:

Proposer/Subcontractor Identification Qualification Questionnaire

PROPOSER AND SUBCONTRACTOR INFORMATION		
Proposer's/Subcontractor's legal entity name: Iron Industries Inc.		
Years in business under current company name: 21+ Years		
Types of work performed with own forces: Pre-Engineered Metal Buildings (PEMB), Structural & Misc Steel Fabrication & Erection		
Gross revenue of the Proposer/Subcontractor for the past three (3) years:		
$ 7,000,000 (2025)	$ 7,000,000 (2024)	$ 7,000,000 (2023)
Name of license holder exactly as on file with the California Contractors State License Board ("CSLB"): Iron Industries Inc.		
CSLB License classification(s): C51 - Steel, Structural		
CSLB License Number(s): 851744		
CSLB License expiration date(s): December 31, 2026		
Department of Industrial Relations ("DIR") Registration Number: 1000042238		
Responsible Managing Officer ("RMO") or Employee ("RME") for Proposer/Subcontractor: Rodney Moffitt		
Number of years Proposer/Subcontractor has done business in California under contractor's license law: 21+ Years		
Number of years Proposer/Subcontractor has done business in California under Proposer's/Subcontractor's *current* license number: 21+ Years		
Has the Proposer/Subcontractor changed name(s) or license number(s) in the past five (5) years? (Y / (N). If "yes", explain on a separate signed sheet, including the reason for the change.		
Has there been any change in ownership of the Proposer/Subcontractor at any time in the past five (5) years? NOTE: A corporation whose shares are publicly traded is not required to answer this question. (Y / (N). If "yes", explain on a separate signed sheet, including the reason for the change.		
Is the Proposer/Subcontractor a subsidiary, parent, holding company, or affiliate of another construction entity? NOTE: Include information about other entities if one entity owns ten percent (10%) or more of another, or if an owner, partner, or officer of the Proposer/Subcontractor holds a similar position in another entity. (Y / (N). If "yes", explain on a separate signed sheet, the name of the related company(s)and the percent ownership.		
Indicate the form of Proposer's/Subcontractor's entity (type of business entity): (e.g., corporation, limited liability company, joint venture, etc.): Corporation		

List the following for each corporation officer, general partner, limited partner, owner, etc. (as applicable) for Proposer's/Subcontractor's type of entity. For joint ventures, include this information for each entity in the joint venture and the percent ownership of each joint venture. Attach all additional information on separate signed sheets as needed.

Name	Position	Years with Co.	% Ownership
Rodney Moffitt	CEO	22 Years	50%
Rodney Moffitt	CFO	22 Years	50%

Identify every construction firm, contractor and/or construction management entity with which Proposer/Subcontractor or any person listed above has been associated (as officer, general partner, limited partner, owner, RMO, RME, etc.) at any time during the *past five (5) years* (an "Associated Entity"). NOTE: For this question, "owner" and "partner" refers to ownership of ten percent (10%) or more of the business, or ten percent (10%) or more of its stock if the business is a corporation. Include all additional information in separate signed sheets as needed.

Name of Person at Associated Entity	Name of Associated Entity	CSLB No. for Associated Entity	Dates of Person's Participation
N/A			

Note: Duplicate and submit this form for each Subcontractor included in the Proposal.

Attachment No. 2:
Proposer/Subcontractor Questionnaire

1.	Does Proposer/Subcontractor currently have a Workers' Compensation Insurance policy as required by California law? (Please circle one)	YES NO NO = FAIL
2.	Does Proposer/Subcontractor currently hold all contractors' license(s) necessary to perform the work and have those license(s) been consistently active for at least five (5) years without revocation or suspension? (Please circle one)	YES NO NO = FAIL
3.	Has Proposer/Subcontractor or an Associated Entity been found non-responsible, debarred, disqualified, forbidden, or otherwise prohibited from performing work and/or bidding on work for any public agency within California or the United States within the past five (5) years? (Please circle one)	YES NO YES = FAIL
4.	Has Proposer/Subcontractor or an Associated Entity defaulted on a contract or been terminated for cause by any public agency on any project within North America within the past five (5) years and, if so and if challenged, has that default or termination been upheld by a court or an arbitrator? (Please circle one)	YES NO YES = FAIL
5.	Has Proposer/Subcontractor or an Associated Entity or any of their owners or officers been, within the past ten (10) years, convicted of a crime under federal, state, or local law involving: (1) Bidding for, awarding of, or performance of a contract with a public entity; (2) Making a false claim(s) to any public entity; or (3) Fraud, theft, or other act of dishonesty to any contracting party? (Please circle one)	YES NO YES = FAIL
6.	Has a performance bond surety for Proposer/Subcontractor or a performance bond surety for an Associated Entity had to: (1) Take over or complete a project, (2) Supervise the work of a project, or (3) Pay amounts to third parties, related to construction activities of your entity or an Associated Entity within the past five (5) years? (Please circle one)	YES NO YES = FAIL

SWINERTON

ADDITIONAL QUESTIONS		
7.	Has any insurer had to pay amounts to third parties that were in any way related to construction activities of Proposer/Subcontractor within the past five (5) years?(Please circle one) If YES, explain and indicate on separate page(s) the project name(s), the amount(s) paid, and date(s).	YES (NO)
8.	Has any insurer, for any form of insurance, refused to renew the insurance policy for Proposer/Subcontractor within the past five (5) years? If YES, explain and indicate on separate page(s) the form of insurance and the year and basis of the refusal.	YES (NO)

9.	Has Proposer's/Subcontractor's Workers' Compensation Experience Modification Rate ("**EMR**") exceeded 1.0 at any time for the past five (5) premium years? (Please circle one) If YES, explain and indicate on separate page(s) the EMR(s) and the applicable date(s), including if your EMR is over 1.0, additional detail on good will efforts to reduce this factor and areas of improvement that have been put into practice to achieve a lower EMR.	YES (NO)
10.	Has there been a period when Proposer/Subcontractor had employees but was without Workers' Compensation Insurance or state-approved self-insurance within the past five (5) years? (Please circle one) If YES, explain and indicate on separate page(s) the reason(s) for not having this insurance and the applicable date(s).	YES (NO)
11.	Has Proposer/Subcontractor declared bankruptcy or been placed in receivership within the past five (5) years? (Please circle one) If YES, explain and indicate on separate page(s) the type of bankruptcy, Proposer's/Subcontractor's current recovery plan, and the applicable date(s).	YES (NO)

SWINERTON

12.	Has Proposer/Subcontractor been denied bond coverage by a surety company, or has there been a period of time when Proposer/Subcontractor had no surety bond in place during a public construction project when one was required within the past five (5) years? (Please circle one) If YES, provide details on a separate page indicating the date(s) when Proposer/Subcontractor was denied coverage and the name of the company or companies which denied coverage; and the period(s) during which you had no surety bond in place.	YES (NO)
13.	Has Proposer/Subcontractor or an Associated Entity been cited and/or assessed any penalties for non-compliance with state and/or federal laws and/or regulations, including public bidding requirements and Labor Code violations, within the past five (5) years? (Please circle one) If YES, indicate on separate page(s) the project name(s), violation(s), and date(s) of citation(s) and/or assessment(s) and provide an owner contact name, email and phone number.	YES (NO) No. Swinerton's Northern California operations, who is submitting this questionnaire and will be performing the work if awarded, has no responsive violations.
14.	Has Proposer/Subcontractor been cited and/or assessed penalties by the Environmental Protection Agency, any air quality management district, any regional water quality control board, or any other environmental agency within the past five (5) years? (Please circle one) If YES, indicate on separate page(s) the project name(s), violation(s), and date(s) of citation.	YES (NO) Please see statement on the following page.
15.	Has CAL OSHA and/or federal Occupational Safety and Health Administration cited and assessed penalties against Proposer/Subcontractor, including any "serious," "willful" or "repeat" violations of safety or health regulations within the past five (5) years? (Please circle one) If YES, indicate on separate page(s) the project name(s), violation(s), and date(s) of citation. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.	YES (NO) There have been no final determinations in the last five years.



Has Proposer/Subcontractor been cited and/or assessed penalties by the Environmental Protection Agency, any air quality management district, any regional water quality control board, or any other environmental agency within the past five (5) years?

Yes, Swinerton previously had a division that specialized in solar energy which performed work primarily located in remote parts across the country. This division was sold and has not been a part of Swinerton since December 2021. The EPA issued four responsive penalties where the former division was the contractor. The responsive penalties resulted in a negotiated Consent Decree with the EPA in 2024, however, the projects that were the subject of the Consent Decree completed construction in 2017, 2019 and 2021. Separately, in 2026, the EPA proposed a settlement concerning alleged administrative and stormwater-related Construction General Permit compliance deficiencies at a Washington project. Corrective actions were completed

16.	Has Proposer/Subcontractor been cited for violations of the Contractor's State License Law (Business and Professions Code § 7000 *et seq.*), excluding alleged violations of federal or state law including the payment of wages, benefits, apprenticeship requirements, or personal income tax withholding, within the past five (5) years? (Please circle one) If YES, indicate on separate page(s) the name and owner of the project(s), the nature of the violation(s), and the date(s) of the citation(s).	YES (NO)
17.	Has Proposer/Subcontractor been required to pay either back wages or penalties for its failure to comply with California's prevailing wage laws, with California's apprenticeship laws or regulations, or with federal Davis-Bacon prevailing wage laws within the past five (5) years? (Please circle one) If YES, indicate on separate page(s) the project name(s), the nature of the violation(s), the name and owner of the project(s), the number of employees who were initially underpaid and the amount of back wages and penalties that your entity was required to pay .	YES (NO) No. Swinerton's Northern California operations, who is submitting this questionnaire and will be performing the work if awarded, has no responsive violations.
18.	Does Proposer/Subcontractor have a written Quality Assurance/Quality Control ("**QA/QC**") program? (Please circle one) If YES, indicate on separate page(s) a description of Proposer's/Subcontractor's QA/QC program.	(YES) NO Please see the following page for information on our QA/QC Program.
19.	Does Proposer/Subcontractor require **weekly**, documented safety meetings to be held for construction employees and field supervisors during the course of a project? (Please circle one)	(YES) NO
20.	Does Proposer/Subcontractor have a written Injury and Illness Prevention Program ("**IIPP**") that complies with California Code of Regulations, Title 8, sections 1509 and 3203? (Please circle one)	(YES) NO
21.	Provide in the space below the name, address and telephone number of the point of contact at the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to Proposer/Subcontractor for use on any public work project	

	for which you are awarded a contract by ZWS.
Name: Please see below.	
Address:	
Telephone:	

In Northern California, apprentices are requested from the following programs:

Carpenters Training Committee for Northern California

- 2350 Santa Rita Road, Pleasanton, CA 94566
- 925.450.1300

Northern California Cement Masons J.A.T.C.

- 2600 Kitty Hawk Road Suite 115, Livermore, CA 94551
- 925.484.2271

District Council 16 Drywall Finishers Finishing Trades Institute J.A.T.C.

- 2020 Williams Street, San Leandro, CA 94577
- 510.785.8467

Northern California District Council of Laborers Construction Craft Laborers J.A.T.C.

- 1001 Westside Drive, San Ramon, CA 94583
- 925.828.2513

QA/QC PROGRAM

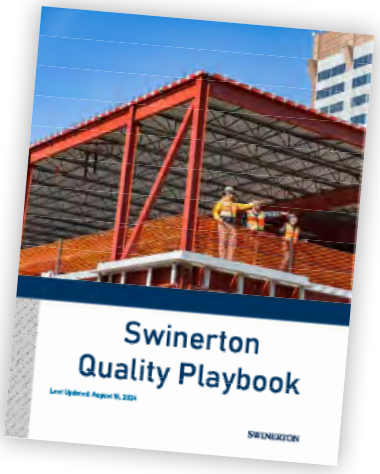
Swinerton's Quality Assurance/ Quality Control (QA/QC) program is a comprehensive and proactive system designed to ensure that every project achieves the highest levels of quality, performance, and client satisfaction. Built on proven industry methodologies, the program is continually enhanced through lessons learned and best practices. Core components of the QA/QC program include:

- **Development of a Site-Specific Quality Management Plan (SSQMP):** Each project begins with a customized SSQMP that defines quality control processes, roles and responsibilities, measurable metrics, and procedures for ongoing performance reviews. The plan is updated throughout the project lifecycle to reflect changes in scope, team composition, or project requirements.
- **Early and ongoing design and trade partner collaboration:** Through extensive coordination during preconstruction, Swinerton ensures alignment on specifications, drawings, mock-ups, and testing requirements. This collaborative approach verifies that all materials, methods, and systems support the project's goals and regulatory standards.
- **Use of advanced technology tools:** Platforms such as Autodesk/BIM 360 and Bluebeam support real-time QA/QC tracking, document management, and collaborative reviews. These tools enable live monitoring of inspections, testing, and documentation, and streamline communication among all project stakeholders.
- **A structured three-phase QC process:** Swinerton implements a disciplined system of pre-work (QA), in-progress (QC), and post-work inspections, each with clearly defined accountability. This includes rigorous review of submittals, shop drawings, and field verification of materials and workmanship.
- **Regular QA/QC meetings and milestone reviews:** Routine coordination with third-party inspection agencies and trade partners reinforces quality expectations, resolves issues efficiently, and maintains alignment throughout each construction phase.
- **Dedicated QA/QC personnel:** A Quality Manager and supporting inspectors oversee SSQMP implementation, conduct field verification, and ensure that all completed work meets contract documents, industry standards, and client expectations
- **Commitment to continuous improvement:** Swinerton utilizes ongoing feedback loops, performance monitoring, and post-occupancy evaluations to ensure long-term building performance and client satisfaction.



Rooted in a culture of ownership, integrity, and excellence, our QA/QC program embeds quality into every phase of project delivery, from design and preconstruction through construction, closeout, and beyond. This approach minimizes rework, prevents issues before they arise, and delivers industry-leading results that stand the test of time.

Click or scan here to review our Swinerton Quality Playbook



Attachment No. 2:
Proposer/Subcontractor Questionnaire

1.	Does Proposer/Subcontractor currently have a Workers' Compensation Insurance policy as required by California law? (Please circle one)	YES NO NO = FAIL
2.	Does Proposer/Subcontractor currently hold all contractors' license(s) necessary to perform the work and have those license(s) been consistently active for at least five (5) years without revocation or suspension? (Please circle one)	YES NO NO = FAIL
3.	Has Proposer/Subcontractor or an Associated Entity been found non-responsible, debarred, disqualified, forbidden, or otherwise prohibited from performing work and/or bidding on work for any public agency within California or the United States within the past five (5) years? (Please circle one)	YES NO YES = FAIL
4.	Has Proposer/Subcontractor or an Associated Entity defaulted on a contract or been terminated for cause by any public agency on any project within North America within the past five (5) years and, if so and if challenged, has that default or termination been upheld by a court or an arbitrator? (Please circle one)	YES NO YES = FAIL
5.	Has Proposer/Subcontractor or an Associated Entity or any of their owners or officers been, within the past ten (10) years, convicted of a crime under federal, state, or local law involving: (1) Bidding for, awarding of, or performance of a contract with a public entity; (2) Making a false claim(s) to any public entity; or (3) Fraud, theft, or other act of dishonesty to any contracting party? (Please circle one)	YES NO YES = FAIL
6.	Has a performance bond surety for Proposer/Subcontractor or a performance bond surety for an Associated Entity had to: (1) Take over or complete a project, (2) Supervise the work of a project, or (3) Pay amounts to third parties, related to construction activities of your entity or an Associated Entity within the past five (5) years? (Please circle one)	YES NO YES = FAIL

ADDITIONAL QUESTIONS		
7.	Has any insurer had to pay amounts to third parties that were in any way related to construction activities of Proposer/Subcontractor within the past five (5) years?(Please circle one) If YES, explain and indicate on separate page(s) the project name(s), the amount(s) paid, and date(s).	YES NO
8.	Has any insurer, for any form of insurance, refused to renew the insurance policy for Proposer/Subcontractor within the past five (5) years? If YES, explain and indicate on separate page(s) the form of insurance and the year and basis of the refusal.	YES NO

9.	Has Proposer's/Subcontractor's Workers' Compensation Experience Modification Rate ("**EMR**") exceeded 1.0 at any time for the past five (5) premium years? (Please circle one) If YES, explain and indicate on separate page(s) the EMR(s) and the applicable date(s), including if your EMR is over 1.0, additional detail on good will efforts to reduce this factor and areas of improvement that have been put into practice to achieve a lower EMR.	YES NO
10.	Has there been a period when Proposer/Subcontractor had employees but was without Workers' Compensation Insurance or state-approved self-insurance within the past five (5) years? (Please circle one) If YES, explain and indicate on separate page(s) the reason(s) for not having this insurance and the applicable date(s).	YES NO
11.	Has Proposer/Subcontractor declared bankruptcy or been placed in receivership within the past five (5) years? (Please circle one) If YES, explain and indicate on separate page(s) the type of bankruptcy, Proposer's/Subcontractor's current recovery plan, and the applicable date(s).	YES NO

12.	Has Proposer/Subcontractor been denied bond coverage by a surety company, or has there been a period of time when Proposer/Subcontractor had no surety bond in place during a public construction project when one was required within the past five (5) years? (Please circle one) If YES, provide details on a separate page indicating the date(s) when Proposer/Subcontractor was denied coverage and the name of the company or companies which denied coverage; and the period(s) during which you had no surety bond in place.	YES NO
13.	Has Proposer/Subcontractor or an Associated Entity been cited and/or assessed any penalties for non-compliance with state and/or federal laws and/or regulations, including public bidding requirements and Labor Code violations, within the past five (5) years? (Please circle one) If YES, indicate on separate page(s) the project name(s), violation(s), and date(s) of citation(s) and/or assessment(s) and provide an owner contact name, email and phone number.	YES NO
14.	Has Proposer/Subcontractor been cited and/or assessed penalties by the Environmental Protection Agency, any air quality management district, any regional water quality control board, or any other environmental agency within the past five (5) years? (Please circle one) If YES, indicate on separate page(s) the project name(s), violation(s), and date(s) of citation.	YES NO
15.	Has CAL OSHA and/or federal Occupational Safety and Health Administration cited and assessed penalties against Proposer/Subcontractor, including any "serious," "willful" or "repeat" violations of safety or health regulations within the past five (5) years? (Please circle one) If YES, indicate on separate page(s) the project name(s), violation(s), and date(s) of citation. If the citation was appealed and a decision has been issued, state the case number and the date of the decision.	YES NO

16.	Has Proposer/Subcontractor been cited for violations of the Contractor's State License Law (Business and Professions Code § 7000 *et seq.*), excluding alleged violations of federal or state law including the payment of wages, benefits, apprenticeship requirements, or personal income tax withholding, within the past five (5) years? (Please circle one) If YES, indicate on separate page(s) the name and owner of the project(s), the nature of the violation(s), and the date(s) of the citation(s).	YES NO
17.	Has Proposer/Subcontractor been required to pay either back wages or penalties for its failure to comply with California's prevailing wage laws, with California's apprenticeship laws or regulations, or with federal Davis-Bacon prevailing wage laws within the past five (5) years? (Please circle one) If YES, indicate on separate page(s) the project name(s), the nature of the violation(s), the name and owner of the project(s), the number of employees who were initially underpaid and the amount of back wages and penalties that your entity was required to pay .	YES NO
18.	Does Proposer/Subcontractor have a written Quality Assurance/Quality Control ("**QA/QC**") program? (Please circle one) If YES, indicate on separate page(s) a description of Proposer's/Subcontractor's QA/QC program.	YES NO
19.	Does Proposer/Subcontractor require **weekly**, documented safety meetings to be held for construction employees and field supervisors during the course of a project? (Please circle one)	YES NO
20.	Does Proposer/Subcontractor have a written Injury and Illness Prevention Program ("**IIPP**") that complies with California Code of Regulations, Title 8, sections 1509 and 3203? (Please circle one)	YES NO
21.	Provide in the space below the name, address and telephone number of the point of contact at the apprenticeship program (approved by the California Apprenticeship Council) from whom you intend to request the dispatch of apprentices to Proposer/Subcontractor for use on any public work project	

	for which you are awarded a contract by ZWS.
Name: Iron Workers Local 118 Sacramento	
Address: 2840 El Centro Rd #118, Sacramento, CA 95833	
Telephone: 916.646.6976	

Question 7:

El Capitan Hotel

Amount Paid: $150,000

August 2026

Brought in due to indemnity agreement. Iron Industries had ZERO liability. Insurance company settled in a global settlement.

Question 9:

New safety procedures implemented and EMR rate has continued to decrease.

08/31/2026 to 08/31/2027 - .80
08/31/2025 to 08/31/2026 - .90
08/31/2024 to 08/31/2025 - .96
08/31/2023 to 08/31/2024 - .98
08/31/2022 to 08/31/2023 – 1.33

Question 18: Summary

Every contract/spec is reviewed on acceptance of responsibility — original contract docs, Iron Industries proposal/scope, project specs, and GC/Owner documentation. PM and CEO discuss requirements; CEO signs off on the PO/Contract; PM then builds scope of work, schedule of values, and project schedule. Contract changes flow through PM, CEO sign-off, considering QMS, Detailing, Purchasing, Fabrication, QA, and QC impacts. Signed contracts are kept both digitally (server) and in a paper job-file binder.

Shop & Erection Drawings

Detailing is subcontracted; the PM selects the detailer, vets their qualifications, and directs/reviews the process to ensure shop drawings match design intent and AISC standards. RFIs and construction change documents track information flow with the customer.

Purchasing

Purchase orders specify material type/grade/class, applicable specs/drawings/inspection instructions, delivery dates, required Certs of Compliance/MTRs/NDT reports, and ASTM A6 compliance. Subcontractor and supplier qualifications/evaluations are tracked by Purchasing.

Material Identification & Receiving

- Materials are checked against PO (quantity, size, heat numbers) under QC Manager oversight, marked with job/heat/PO numbers, and stored by job (no general inventory — everything is job-ordered).
- MTRs retained ≥1 year past completion, tied to project numbers for traceability.

- Non-compliant material (bad heat numbers, ASTM A6 issues) is segregated for return/scrap.
- Separate identification procedures exist for small parts, high-strength bolts (snug-tight only if shop-bolted — no full tensioning in-shop), studs, and welding electrodes (E7018, E71T-1, E71T-8 only — no SAW; rod oven rules, 4-hr open-air discard limit, A514/A517 baking requirements).

Coatings

Standard cleaning is SSPC SP-2 hand-tool clean unless specified otherwise; anything needing SP-3+ or blasting is subcontracted. Minimum 2.5 mils wet shop primer if unspecified.

Inspection & Testing

- QC Manager sets inspection frequency based on project complexity.
- Material receipt inspection — PO match, ASTM check, MTR verification.
- In-process inspection — 100% inspection by production personnel at each stage, sign-off by initials on part/drawing/daily report; welding inspection only by CWI or under CWI supervision; falls back to CBC 1704 if contract doesn't specify; non-conformances get a formal NCR; full-pen/oversized fillet welds get Iron Industries QC documentation absent third-party inspection; NDT beyond VT is subcontracted.
- Final inspection — post-fit-up/weld/coating, pre-delivery, by trained QC inspectors.
- Inspection records are kept in the QC Manager's office.

Nonconforming Product

Segregated, tagged, and documented immediately. Disposition options: rework, repair, use-as-is (with EOR/customer/management approval), or scrap. Customer-impacting nonconformances require written approval for anything other than scrap.

Attachment No. 3:

Financial Information

1.0 Financial Statements

Provide audited financial statements for Proposer, and, if applicable, each parent company or affiliate company ("Financially Responsible Party") for the three most recently completed fiscal years. In each case, if the entity is a consortium, partnership, or any other form of a joint venture, provide financial statements for all such members. If unaudited financial statements are provided, Proposer shall state that audited statements are not available.

If the entity has been in existence for less than three fiscal years, Proposer shall expressly state that such entity has been in existence for less than three fiscal years and shall provide financial statements for the number of fiscal years (or portions of fiscal years) it has been in existence. The financial statements shall include:

A. Opinion Letter (Auditor's Report);

Please see the Appendix for our audited financials from the three most recently completed fiscal years.

B. Balance Sheet;

C. Income Statement;

D. Statement of Cash Flow; and

E. Footnotes.

The financial statements must meet the following requirements:

A. GAAP/IFRS: Financial statements must be prepared in accordance with United States Generally Accepted Accounting Principles ("U.S. GAAP") or International Financial Reporting Standards ("IFRS"). If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required.

B. U.S. Dollars: Financial statements shall be provided in U.S. dollars, if available. If financial statements are not available in U.S. dollars, Proposer must include summaries of the Income Statements, Statements of Cash Flow, and Balance Sheets for the applicable time periods converted to U.S. dollars by a certified public accountant with a description of the formula for conversion.

C. Audited: Financial statements must be audited by an independent party qualified to render audit opinions (e.g., a certified public accountant). If audited financials are not available for an entity, the Proposal shall include unaudited financial statements for such entity, certified as true, correct, and accurate by the chief executive officer, chief financial officer or treasurer (or by such equivalent position or role) of the entity.

D. English: Financial statement information must be prepared in English. If audited financial statements are prepared in a language other than English, then translations of all financial statement information must accompany the original financial statement information.

E. Newly Formed Entity: If Proposer or, if applicable, any Financially Responsible Party is a newly formed entity and does not have independent financial statements, financial statements for the equity owners of such entity shall be provided (and the entity shall expressly state that the entity is a newly formed entity and does not have independent financial statements).

F. SEC Filings: If any entity for which financial information is submitted hereby files reports with the Securities and Exchange Commission ("SEC"), then such financial statements shall be provided through a copy of their annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K which has been filed since the latest filed Form 10K.

G. Confidentiality: Proposer shall identify any information which it believes is entitled to confidentiality by placing the word "confidential" on each page.

H. Credit Ratings: Proposer shall provide a list identifying: (i) each entity for which financial statements are provided; (ii) a statement indicating whether each entity has a credit rating from a nationally recognized rating agency (such as Fitch Ratings, Moody's Investor Service, and Standard & Poor's Ratings Group); and (iii) if so, providing a copy of its current credit rating. If Proposer does not have a credit rating, provide a statement to that effect. See page A29.

1.1 Material Changes in Financial Condition

Provide information regarding any material changes in financial condition for Proposer and, if applicable, each Financially Responsible Party for the past three fiscal years and anticipated for the next reporting period. In each case, if any of the foregoing entities is a consortium, partnership, or any other form of a joint venture, provide this information for all such members. Please see page A32.

Exhibit A1 - 2

If no material change has occurred and none is pending, each of these entities shall provide a letter from their respective chief executive officer, chief financial officer, or treasurer (or equivalent position or role) so certifying.

In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, actual and anticipated association changes or disruptions in executive management, the likelihood that the developments will continue during the period of performance of the Project, and the projected full extent, nature and impact, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead. Include discussion of how the change is anticipated to affect the organizational and financial capacity, ability, and resolve of the Proposer and each Financially Responsible Party, as applicable, to remain engaged in this procurement and submit a responsive Proposal.

Estimates of the impact on revenues, expenses, and the change in equity will be provided separately for each material change as certified by the chief executive officer, chief financial officer, or treasurer (or equivalent position or role).

References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.

Where a material change will have a negative financial impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any recent material changes and those currently in progress or reasonably anticipated in the future.

If the financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years or in the aggregate over such period (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

Below is a representative list of events intended to provide examples of what ZWS considers a material change in financial condition. This list is intended to be indicative only. At the discretion of ZWS, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process.

List of Representative Material Changes

A. An event of default or bankruptcy involving the affected entity, or the parent corporation of the affected entity;

B. A change in tangible net worth of 10% of shareholder equity;

C. A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger, or acquisition which in any way involves the affected entity or

parent corporation of the affected entity;

D. A downgrade in credit rating for the affected entity or parent corporation of the affected entity;

E. Non-payment of any debt service;

F. Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;

G. In the current and three most recently completed fiscal years or in the aggregate over the three most recently completed fiscal years, the affected entity or the parent corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10% of the then shareholder equity; or

H. Other events known to the affected entity which represents a material change in financial condition over the past three fiscal years or may be pending for the next reporting period.

1.2 Financially Responsible Party Letter of Support

If the financial statements of a Financially Responsible Party are provided to demonstrate the financial capability of Proposer, an appropriate letter from the applicable Financially Responsible Party must be provided confirming that it will financially support all the obligations of Proposer with respect to the Project. If financial statements are not provided for a Proposer, the entity that supplies the financial statements shall be a Financially Responsible Party. This letter must be signed by the chief executive officer, chief financial officer or treasurer (or equivalent position or role) of the Financially Responsible Party.

Proposers shall note that ZWS may, based upon the review of the information provided pursuant to this section or Proposer's form of organization, specify that an acceptable Financially Responsible Party or a parent or affiliate guaranty is required as a condition precedent prior to award of the Agreement.

For purposes of this section, (a) "parent company" means parent companies at any tier and (b) "affiliate company" means: (i) subsidiary companies at any tier; (ii) entities under common ownership; (iii) joint ventures and partnerships involving such entities (but only as to activities of

joint ventures and partnerships involving Proposer as a joint venturer or partner and not to activities of other joint venturers or partners not involving Proposer; and (iv) other financially liable or responsible parties for the entity. N/A. We have provided audited financial statements.

1.3 Off-Balance Sheet Liabilities

For each entity for which financial information is submitted, provide a letter from the chief financial officer or treasurer (or equivalent position or role) of the entity or the certified public accountant: (a) identifying all off-balance sheet liabilities in excess of $25 million dollars in the aggregate; or (b) stating there are no such off-balance sheet liabilities.

Please see page A33.

SECTION 7

PRICING INFORMATION



PASCO RESOURCE RECOVERY CENTER



7. / PRICING INFORMATION

7.1 The pricing information shall be submitted in a separate file entitled “Pricing Information”. Pricing information shall not be included in any other portion of the proposal.

7.2 ZWS’s current estimate for the Direct Cost of the Work for the Construction is $16,768,329 (as of 7/8/2026), which does not include the CMAR Firm’s profit, overhead, general conditions, or contingency.

7.3 Please provide a lump sum, not-to-exceed fee proposal for the Project. The fee proposal shall be broken down by task and further broken down by staff, subconsultant costs, and expenses for each task. The fee proposal shall include hourly rates for all personnel.

Per the RFP, Section 7. Pricing Information has been submitted as a separate file.

SECTION 8

NO DEVIATIONS FROM THE RFP





8. / NO DEVIATIONS FROM THE RFP

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be a reason for rejection of the proposal. As such, Proposer is directed to carefully review the sample Agreement and, in particular, the insurance and indemnification provisions therein.

Swinerton has thoroughly reviewed the RFP and the sample Agreement and confirms that we take no exceptions, deviations, or qualifications to the requirements of this solicitation, including the Agreement and all associated insurance, indemnification, and contractual provisions. By submitting this proposal, Swinerton agrees to be bound by the terms and conditions of the RFP and demonstrates its commitment to delivering the requested CMAR services in full accordance with the requirements of Zero Waste Sonoma.

SECTION A

APPENDIX



(f) Include an express, written commitment from the Proposer and the employer of each Key Personnel (if different than the Proposer) that the individuals designated as Key Personnel shall be available to serve in their role and will not be modified without the ZWS's specific prior approval. Proposers shall identify and proffer Key Personnel that will be available for, and be assigned to work on, the Project for the positions identified. By listing staff as Key Personnel, the Proposer agrees to make the staff listed available to complete work at whatever level the Project requires, in the determination of ZWS. Place these written commitments in an appendix to the Proposal along with the resumes.

OUR COMMITMENT

On behalf of Swinerton, this letter serves as our commitment regarding the assignment and availability of Key Personnel for the Household Hazardous Waste Facility project.

We hereby affirm that the individuals designated as Key Personnel in this proposal are available to serve in their respective roles for the duration of the project. These individuals have been carefully selected based on their expertise, experience, and ability to deliver industry leading results in alignment with ZWS's objectives. Swinerton further commits that the assignment of these Key Personnel will not be modified or substituted without ZWS's specific prior approval.

This commitment extends to all phases of the project, ensuring continuity, accountability, and reliability for the Household Hazardous Waste Facility. Our team's dedication goes beyond fulfilling contractual obligations—we are deeply invested in the success of the project and the community it will serve. With a shared sense of responsibility, collaboration, and pride, we look forward to partnering closely with ZWS to deliver a facility that reflects its values and long-term goals. We are committed to upholding the ZWS's expectations and delivering exceptional value through the expertise and continuity of our project team.

Sincerely,

The Swinerton Household Hazardous Waste Facility Team

Marlene Moncada
Project Principal/
Project Executive

Senior Project Manager

Ryan Campbell
Construction
Manager

Brian Huddleston
Director of Preconstruction

Stuart Price
Operations Manager

Bryce Campbell
Construction
Superintendent

Jeff Good
Vice President/
Division Manager

Slavik Formuzal
Senior Scheduler

Omar Mutwakil
Lead Estimator

Brock Hoffman
Preconstruction Manager



Marlene Moncada

PROJECT PRINCIPAL/PROJECT EXECUTIVE - PRIMARY CONTACT

Physical Location: Sacramento, CA

Marlene brings 37 years of experience delivering public/civic, commercial, and mixed-use projects. As Project Principal/Project Executive, she will oversee the financial performance and ensure overall satisfaction for ZWS. Marlene will support all phases of preconstruction and construction, including estimating, subcontractor negotiations, scheduling, quality, safety, and risk management. She will conduct regular project reviews to maintain contract compliance and will collaborate with COAR, the design team, trade partners, and suppliers to resolve any potential issues. Committed to budget, schedule, and sustainability goals, Marlene will drive success for the Household Hazardous Waste Facility.

YEARS AT SWINERTON

37

YEARS OF EXPERIENCE

37

EDUCATION

BS, Business Economics, University of the Philippines

Construction Management Certificate, California State University, East Bay

CERTIFICATIONS

- LEED AP®
- CPR & First Aid Certified

REFERENCES

Ray Reyna, Chief of Police

Los Banos Police Station and Corporation Yard
City of Los Banos
520 J Street,
Los Banos, CA 93635
209.829.3516
ray.reyna@losbanos.org

Magdalena Ryor, Bureau Manager & ESER Program Manager

Fireboat Station No. 35
San Francisco Public Works
49 South Van Ness Ave, #1000,
San Francisco, CA 94103
415.602.0930
magdalena.ryor@sfdpw.org

PROJECT EXPERIENCE

City of Santa Rosa, Hearn Community Hub - Phase One, Santa Rosa, CA

Swinerton is providing preconstruction and construction services for the design-build civic campus, which includes a new wood-frame fire station #8 with emergency operations spaces and a mass timber Roseland Regional Library featuring public areas, collections, and programming spaces. Extensive site improvements include parking, sidewalks, roadways, utilities, and public plazas. The project replaces existing facilities to enhance public safety, education, and community connection.

Located in Sonoma County | Public Client | Collaborative Delivery | Security Systems | Over 10,000 SF | Over $10M

Los Banos Police Station and Corporation Yard, Los Banos, CA

Swinerton provided design-build services for the Los Banos Police Station, which includes a 29,500-square-foot main station and a 3,000-square-foot outbuilding. The state-of-the-art facility features a dispatch center, divisions for traffic, code enforcement, and detectives, as well as a detention area, sallyport, K-9 area, briefing room, evidence storage, community meeting space, and outreach areas. Additional amenities include men's and women's locker rooms, a training room, break room, sleeping quarters, and multiple conference rooms. The outbuilding adds two vehicle processing bays, expanded evidence storage, and general storage, supporting the department's operational needs.

Collaborative Delivery | Security Systems | Over 10,000 SF | Over $10M

City and County of San Francisco Fireboat Station No. 35, San Francisco, CA

Swinerton, in a joint partnership, constructed the world's first floating fire station. The two-story, 14,800-square-foot maritime disaster operations center was built atop a steel floating barge and anchored to four guide piles along San Francisco's Embarcadero. The station was engineered to be nearly impervious to earthquakes and resilient to other natural phenomenon such as storms and king tides. It incorporates a night watch and command center, decontamination, ambulance dispatch, a large multipurpose rescue bay and workshop, dive and wet gear rooms, dormitory, officers' quarters, and exterior mooring. Swinerton self-performed drywall; concrete; millwork; and doors, frames, and hardware.

Collaborative Delivery | Public Client | Complex Logistics | Essential Services | Over $10M | Over 10,000 SF

Marlene Moncada

PROJECT PRINCIPAL/PROJECT EXECUTIVE - **PRIMARY CONTACT**

PROJECT EXPERIENCE *CONTINUED*

BART Police Department Headquarters, Oakland, CA

Swinerton is providing progressive design-build services for the conversion of an existing five-story office building into a fully functioning administrative center for Bay Area Rapid Transit (BART)'s police department. The 105,000 square-foot building will accommodate 80 BART police personnel, featuring office space and an underground parking garage. Initially constructed in 1982, the facility will be undergoing seismic upgrades to house a community room, training room, simulation room, fitness room, men's and women's locker rooms, conference room, community breakroom, storage rooms, restrooms, and facilities support spaces. The facility will also receive MEP and communications upgrades. Swinerton is self-performing demolition, concrete, millwork, drywall, doors, frames, hardware and clean-up.

Collaborative Delivery | Public Client | Over 10,000 SF | Over $10M | Essential Services | Security Systems

California State University, Chico University Services Building, Chico, CA

Swinerton provided progressive design-build services for a new multi-department administrative service center, replacing the University's Facilities Management Services and IT Building. The facility consolidates key functions such as FMS Administration, Design and Construction, Energy/Sustainability, Campus Maintenance, Information Resources, and Risk Management, and is the first mass timber building in the CSU system.

Public Client | Collaborative Delivery | LEED Silver | Over 10,000 SF | Over $10M

Cal Poly Humboldt Engineering & Technology Building, Arcata, CA

Swinerton is providing general contracting services under the design-build delivery method for the University's new Engineering & Technology Building. This three-story facility will feature classrooms, teaching laboratories, maker spaces, student collaboration areas, and faculty offices designed to foster innovation and hands-on learning. The structure will utilize mass timber for sustainability and aesthetic appeal, while the façade will incorporate glass curtain walls, metal panels, and exposed concrete to create a modern, high-performance building that reflects the University's commitment to advanced technology and sustainable design.

Collaborative Delivery | Public Client | Targeting LEED Gold Equivalent | Over 10,000 SF | Over $10M

Sonoma State University Graton Rancheria Learning Center, Penngrove, CA

Swinerton provided general contracting services for improvements to the Graton Rancheria Learning Center and the adjacent grounds at the Fairfield Osborn Preserve. Work included expanding the surface parking, improving emergency vehicle access, updating fire prevention services, adding outdoor seating areas, providing accessible pedestrian circulation, and other minor interior and exterior renovations. The project took place on less than one acre of the existing 450-acre Fairfield Osborn Preserve at Sonoma Mountain. Swinerton self-performed millwork and doors, frames and hardware.

Located in Sonoma County | Collaborative Delivery | Public Client | Over 10,000 SF



Austin Shaw

SENIOR PROJECT MANAGER

Physical Location: Sacramento, CA

As Senior Project Manager, Austin will be responsible for the oversight of the entire construction project staff. He will provide direct relations with the County of Sonoma, stakeholders, and ZGF + COAR. He will oversee the financial management of the entire project from start to finish, as well as day-to-day cost control. Austin will negotiate and manage all trade partner agreements, material procurement, and purchase orders. He will also finalize and confirm accuracy of contract administration; submittal and document control; project drawings, specifications, and general conditions; schedule maintenance; and quality and safety control. Austin will be actively involved with preconstruction planning, value engineering, estimating, and budgeting.

YEARS AT SWINERTON

1.5

YEARS OF EXPERIENCE

16

EDUCATION

BS, Construction Management, California Polytechnic, San Luis Obispo

CERTIFICATIONS

- LEED® Green Associate™
- OSHA 10-Hour
- OSHA 30-Hour

REFERENCES

Cindy Baksys, Construction Project Engineer
USDA Agricultural Research Service Research and Development Center
U.S. Army Corps of Engineers
1325 J St Room 1640,
Sacramento, CA 95814
916.521.2901
cynthia.baksys@usace.army.mil

Stephen Zecher, Owner's Rep
Youtube Headquarters Redevelopment Phase I
Ellis Partners
One Sansome Street, Suite 1550, San Francisco, CA 94104
415.308.0139
SZecher@EllisPartners.com

PROJECT EXPERIENCE

USDA Agricultural Research Service Research and Development Center, Davis, CA

The new research and development center at University of California, Davis includes the construction of a new two-story, 59,000-square-foot building, consisting of laboratory space, including a Biosafety Level 2 (BSL-2) lab, offices for administration and research staff, classrooms, collaboration areas, and conference rooms. To support the laboratories, the building will contain specialized support spaces, such as cold and chemical storage, culturing rooms, glassware storage, hazardous material, and gas cylinder storage spaces.

Public Client | Security Systems | Over 10,000 SF | Over $10M

Youtube Headquarters Redevelopment Phase I, San Bruno, CA

The first phase of the YouTube San Bruno Headquarters Redevelopment topped out, delivering two three-story office buildings totaling 440,000 square feet with a steel and mass timber frame and three levels of underground parking for 1,896 vehicles under the design-build delivery method. Designed by SHoP Architects and managed by Ellis Partners, the project blended dark metal with Douglas fir mass timber to create a modern, people-focused workspace.

Collaborative Delivery | Over 10,000 SF | Over $10M

Western Digital South Bay Initiative Phase I, San Jose, CA

This design-build project features a new 130,000-square-foot, four-story administration building that includes a 15,000-square-foot customer briefing center, café, and interior workspaces, alongside a 100,000-square-foot engineering building designed with a "Lean Lab" concept integrating dry labs and collaborative office space. The scope also encompasses site improvements and a signalized intersection. Delivered with design-assist MEP services, the project achieved LEED Silver certification.

Collaborative Delivery | Over 10,000 SF | Over $10M | LEED Silver

Amazon Lab126, SJC31 and SJC32 TI, Sunnyvale, CA

This 224,500-SF phased tenant improvement for Amazon Lab126 (SJC31 & SJC32) upgraded floors 1–8 of an eight-story office tower in Sunnyvale, CA. Work included demolition of existing MEPF systems and interiors, followed by a full TI buildout with new office space, amenities, select new MEPF and low-voltage systems, a refreshed café and kitchen, and design-build HVAC and fire sprinkler controls. The project achieved CALGreen certification and included a heavy MEP laboratory TI on the third floor.

Office Building | Over 10,000 SF | Over $10M



Ryan Campbell

CONSTRUCTION MANAGER

Physical Location: Sacramento, CA

As Construction Manager, Ryan brings four decades of industry experience to his leadership on the project. With overall responsibility for the construction work, Ryan will provide comprehensive oversight of day-to-day field operations, ensuring the Household Hazardous Waste Facility is delivered safely, on schedule, and within budget. He is highly regarded for his ability to coordinate and supervise trade partners while upholding rigorous quality standards throughout every phase of construction. Ryan's leadership is defined by clear communication, proactive issue resolution, and a collaborative approach that supports smooth execution and success for clients, stakeholders, and project teams alike.

YEARS AT SWINERTON

22

YEARS OF EXPERIENCE

40

CERTIFICATIONS

- Safety Trained Supervisor (STS)
- First Aid/ CPR Certification
- OSHA 10-Hour, 400-Hour
- Construction Quality Management for Contractors USACE Certification

REFERENCES

Todd McComb, Project Manager
Sacramento State The WELL Expansion
California State University, Sacramento
6000 J Street, Sacramento, CA 95819
916.997.1609
mccombt@skymail.csus.edu

Joanne Price, Co-Founder
Labath Landing Interim Housing Development
Dignity Moves
33 Gough St, San Francisco, CA 94103
415.632.6530
joanne@dignitymoves.org

PROJECT EXPERIENCE

City of Santa Rosa, Hearn Community Hub - Phase One, Santa Rosa, CA

Swinerton is providing preconstruction and construction services for the design-build civic campus, which includes a new wood-frame fire station #8 with emergency operations spaces and a mass timber Roseland Regional Library featuring public areas, collections, and programming spaces. Extensive site improvements include parking, sidewalks, roadways, utilities, and public plazas. The project replaces existing facilities to enhance public safety, education, and community connection.

Located in Sonoma County | Public Client | Collaborative Delivery | Security Systems | Over 10,000 SF | Over $10M

USDA Agricultural Research Service Research and Development Center, Davis, CA

The new research and development center at UC Davis includes the construction of a new two-story, 59,000-square-foot building, consisting of laboratory space, including a Biosafety Level 2 (BSL-2) lab, offices for administration and research staff, classrooms, collaboration areas, and conference rooms. To support the laboratories, the building will contain specialized support spaces, such as cold and chemical storage, culturing rooms, glassware storage, hazardous material, and gas cylinder storage spaces.

Public Client | Security Systems | Over 10,000 SF | Over $10M

California State University, Chico University Services Building, Chico, CA

Swinerton provided progressive design-build services for a new multi-department administrative service center, replacing the University's Facilities Management Services and IT Building. The facility consolidates key functions such as FMS Administration, Design and Construction, Energy/Sustainability, Campus Maintenance, Information Resources, and Risk Management, and is the first mass timber building in the CSU system.

Public Client | Collaborative Delivery | LEED Silver | Over 10,000 SF | Over $10M

Labath Landing Interim Housing Development, Rohnert Park, CA

Swinerton provided general contracting services for the construction of the first interim housing development in the City of Rohnert Park. The development aims to end unsheltered street homelessness with rapid, cost-effective, and scalable solutions. The new development features 60 private units complete with a desk, individually controlled heating, and a locking door. The community also features spaces for dining, recreation, restrooms, showers, laundry, a computer lab, gardening, pet care, case management offices, and access to essential, life-changing support services.

Located in Sonoma County | CMAR | Community-Focused | Over 10,000 SF

Ryan Campbell

CONSTRUCTION MANAGER

PROJECT EXPERIENCE *CONTINUED*

University of California, Santa Cruz Kresge Renewal Project Phase 1, Santa Cruz, CA

Swinerton provided general contracting services for the construction of three new residential buildings and two new academic buildings. Located on eight acres of redwood forest, they honor the legacy of architect Charles Moore. The project included the new 35,400-square-foot Academic Building; three new five-story student residence halls totaling 96,000 square feet; and the new 5,250-square-foot Town Hall building.

CMAR | Public Client | Occupied Campus | Over 10,000 SF | Over $10M

Trinity Place Phase III, San Francisco, CA

Swinerton provided general contracting services for Phase III of a multi-phased residential development. Phase III included a 19-story residential tower with six levels of below-grade parking. The sculptural L-shaped complex features an exterior of precast concrete panels and glazing. Amenities include a fitness center, a lounge, and a rooftop garden. Ground-level retail and restaurant space facilitates true city living.

Complex Logistics | Over 10,000 SF | Over $10M

California State University Sacramento The WELL Expansion, Sacramento, CA

Swinerton provided design-build general contracting services for the expansion and renovation of the existing WELL Building, which contains the University's Fitness and Recreation Center and the Student Health Center. The scope of work included an expanded and renovated urgent care facility; group counseling rooms and additional counseling offices; additional health and wellness education classrooms; an expanded athletic training facility; and additional restrooms and lockers. Fitness areas included two large group fitness studios with theatrical lighting and sound; universally accessible cabana style shower, changing, and lounge areas; a new locker hub; and remodeled conventional locker and shower areas.

Collaborative Delivery | Public Client | Occupied Campus | Designed to LEED Gold and WELL Building | Over 10,000 SF | Over $10M

Cal Poly Humboldt Engineering & Technology Building, Arcata, CA

Swinerton is providing general contracting services under the design-build delivery method for the University's new Engineering & Technology Building. This three-story facility will feature classrooms, teaching laboratories, maker spaces, student collaboration areas, and faculty offices designed to foster innovation and hands-on learning. The structure will utilize mass timber for sustainability and aesthetic appeal, while the façade will incorporate glass curtain walls, metal panels, and exposed concrete to create a modern, high-performance building that reflects the University's commitment to advanced technology and sustainable design.

Collaborative Delivery | Public Client | Targeting LEED Gold Equivalent | Over 10,000 SF | Over $10M



Brian Huddleston

DIRECTOR OF PRECONSTRUCTION

Physical Location: Sacramento, CA

As Director of Preconstruction, Brian collaborates closely with project teams and leverages Swinerton's operations, estimating, and scheduling resources to deliver exceptional results that exceed financial and timeline goals. He actively participates in key meetings throughout preconstruction and construction, providing strategic guidance and problem-solving support to Project Principal/Project Executive Marlene Moncada and Senior Project Manager Austin Shaw. Brian will ensure the New Government Center is equipped with the right resources at every stage, while offering leadership that reinforces confidence and alignment with the County of Sonoma's objectives.

YEARS AT SWINERTON

5

YEARS OF EXPERIENCE

30

EDUCATION

BS, Construction Management, California State University, Sacramento

CERTIFICATIONS

- Design-Build Professional® (DBIA®)
- LEED AP®

AFFILIATIONS

- American Institute of Architects, Member
- Lean Construction Institute, Member

REFERENCES

Mike Fisher, Associate Vice President
Cal Poly Humboldt
1 Harpst Street
Arcata, CA 95521
619.708.7663
michael.fisher@humboldt.edu

Zac Smith, Director of Design & Construction
California State University, Chico
400 W. First Street
Chico, CA 95929
626.664.1831
zsmith2@csuchico.edu

PROJECT EXPERIENCE

City of Santa Rosa, Hearn Community Hub - Phase One, Santa Rosa, CA

Swinerton is providing preconstruction and construction services for the design-build civic campus, which includes a new wood-frame fire station #8 with emergency operations spaces and a mass timber Roseland Regional Library featuring public areas, collections, and programming spaces. Extensive site improvements include parking, sidewalks, roadways, utilities, and public plazas. The project replaces existing facilities to enhance public safety, education, and community connection.

Located in Sonoma County | Public Client | Collaborative Delivery | Security Systems | Over 10,000 SF | Over $10M

Mechoopda Wastewater Treatment Plant, Oroville, CA

Swinerton provided general contracting services for a water treatment system and a 250,000-gallon storage system supplied from an onsite well for all potable and fire system water needs, a modular packaged Membrane Bioreactor (MBR) wastewater treatment facility and evaporation field, and bringing a half-mile of underground PG&E electrical service to the previously undeveloped property. The site also includes all civil surface and grading improvements, a 400-stall surface parking lot, and a new entrance road and bridge spanning across protected environmentally sensitive wetlands. Swinerton self-performed the concrete, drywall, specialty ceilings, millwork, and doors/frames/hardware scopes of work.

Complex Utility Systems | CMAR | Over 10,000 SF | Over $10M

Turlock Irrigation District Fleet Facility, Turlock, CA

Brian performed preconstruction services on a 126,500 square foot design-build project for Turlock Irrigation District with seven separate fleet service buildings and a critical facility command center on a 44-acre site. Fleet services included: metal building construction, fuel service station, auto lifts, compressed air, crane, and gantry.

Collaborative Delivery | Public Client | Over 10,000 SF | Essential Services

California State University, Chico University Services Building, Chico, CA

Swinerton provided progressive design-build services for a new multi-department administrative service center, replacing the University's Facilities Management Services and IT Building. The facility consolidates key functions such as FMS Administration, Design and Construction, Energy/Sustainability, Campus Maintenance, Information Resources, and Risk Management, and is the first mass timber building in the CSU system.

Public Client | Collaborative Delivery | LEED Silver | Over 10,000 SF | Over $10M

Brian Huddleston

DIRECTOR OF PRECONSTRUCTION

PROJECT EXPERIENCE *CONTINUED*

Los Banos Police Station and Corporation Yard, Los Banos, CA

Swinerton provided design-build services for the Los Banos Police Station, which includes a 29,500-square-foot main station and a 3,000-square-foot outbuilding. The state-of-the-art facility features a dispatch center, divisions for traffic, code enforcement, and detectives, as well as a detention area, sallyport, K-9 area, briefing room, evidence storage, community meeting space, and outreach areas. Additional amenities include men's and women's locker rooms, a training room, break room, sleeping quarters, and multiple conference rooms. The outbuilding adds two vehicle processing bays, expanded evidence storage, and general storage, supporting the department's operational needs.

Collaborative Delivery | Security Systems | Over 10,000 SF | Over $10M

BART Police Department Headquarters, Oakland, CA

Swinerton is providing progressive design-build services for the conversion of an existing five-story office building into a fully functioning administrative center for Bay Area Rapid Transit (BART)'s police department. The 105,000 square-foot building will accommodate 80 BART police personnel, featuring office space and an underground parking garage. Initially constructed in 1982, the facility will be undergoing seismic upgrades to house a community room, training room, simulation room, fitness room, men's and women's locker rooms, conference room, community breakroom, storage rooms, restrooms, and facilities support spaces. The facility will also receive MEP and communications upgrades. Swinerton is self-performing demolition, concrete, millwork, drywall, doors, frames, hardware and clean-up.

Collaborative Delivery | Public Client | Over 10,000 SF | Over $10M | Essential Services | Security Systems

Sonoma State University Graton Rancheria Learning Center, Penngrove, CA

Swinerton provided general contracting services for improvements to the Graton Rancheria Learning Center and the adjacent grounds at the Fairfield Osborn Preserve. Work included expanding the surface parking, improving emergency vehicle access, updating fire prevention services, adding outdoor seating areas, providing accessible pedestrian circulation, and other minor interior and exterior renovations. The project took place on less than one acre of the existing 450-acre Fairfield Osborn Preserve at Sonoma Mountain. Swinerton self-performed millwork and doors, frames and hardware.

Located in Sonoma County | Collaborative Delivery | Public Client | Over 10,000 SF

California State University, Bakersfield Energy Innovation Building, Bakersfield, CA

Swinerton is currently providing preconstruction and construction services for this new, three-story, 56,263-square-foot Energy Innovation Building (EIB). The new center will be the central hub of research, experimentation, and collaboration on the future of energy in the San Joaquin Valley and will feature teaching labs, student-faculty research labs, a 240-seat auditorium and event space, as well as 28 faculty offices.

Collaborative Delivery | Public Client | Occupied Campus | Over $10M | Over 10,000 SF



Stuart Price

OPERATIONS MANAGER

Physical Location: Sonoma, CA

As Operations Manager, Stuart is responsible for all aspects of the division's field operations and supervises the entire preconstruction and construction processes. He directs project and construction management activities, ensuring seamless coordination across planning, staffing, and execution. Stuart manages trade partner work, field labor, self-perform tasks, and procurement of materials and equipment. He leads contract reviews and negotiations to maintain budget alignment with contractual obligations and oversees adherence to the master schedule. Additionally, Stuart ensures compliance with project-specific safety plans and enforces rigorous quality assurance and quality control standards to meet both company and client expectations.

YEARS AT SWINERTON

14

YEARS OF EXPERIENCE

23

EDUCATION

BA, Organizational Management, California State University, Chico

BA, Economics, California State University, Chico

CERTIFICATIONS

» OSHA 30-Hour

AFFILIATIONS

» Boys and Girls Club, Board Member

REFERENCES

Brian Anastacio, Owner's Rep
City of Santa Rosa, Hearn Community Hub - Phase One, Santa Rosa, CA
2450 Venture Oaks Way, Sacramento, CA 95833
279.759.3283
banastacio@kitchell.com

Gary Brizzee, Retired Chief of Police
Los Banos Police Station
City of Los Banos
Address N/A (retired)
209.277.4547
gmbrizzee@yahoo.com

PROJECT EXPERIENCE

City of Santa Rosa, Hearn Community Hub - Phase One, Santa Rosa, CA

Swinerton is providing preconstruction and construction services for the design-build civic campus, which includes a new wood-frame fire station #8 with emergency operations spaces and a mass timber Roseland Regional Library featuring public areas, collections, and programming spaces. Extensive site improvements include parking, sidewalks, roadways, utilities, and public plazas. The project replaces existing facilities to enhance public safety, education, and community connection.

Located in Sonoma County | Public Client | Collaborative Delivery | Security Systems | Over 10,000 SF | Over $10M

Mechoopda Wastewater Treatment Plant, Oroville, CA

Swinerton provided general contracting services for a water treatment system and a 250,000-gallon storage system supplied from an onsite well for all potable and fire system water needs, a modular packaged Membrane Bioreactor (MBR) wastewater treatment facility and evaporation field, and bringing a half-mile of underground PG&E electrical service to the previously undeveloped property. The site also includes all civil surface and grading improvements, a 400-stall surface parking lot, and a new entrance road and bridge spanning across protected environmentally sensitive wetlands. Swinerton self-performed the concrete, drywall, specialty ceilings, millwork, and doors/frames/hardware scopes of work.

Complex Utility Systems | CMAR | Over 10,000 SF | Over $10M

Los Banos Police Station and Corporation Yard, Los Banos, CA

Swinerton provided design-build services for the Los Banos Police Station, which includes a 29,500-square-foot main station and a 3,000-square-foot outbuilding. The state-of-the-art facility features a dispatch center, divisions for traffic, code enforcement, and detectives, as well as a detention area, sallyport, K-9 area, briefing room, evidence storage, community meeting space, and outreach areas. Additional amenities include men's and women's locker rooms, a training room, break room, sleeping quarters, and multiple conference rooms. The outbuilding adds two vehicle processing bays, expanded evidence storage, and general storage, supporting the department's operational needs.

Collaborative Delivery | Security Systems | Over 10,000 SF | Over $10M

Stuart Price

OPERATIONS MANAGER

PROJECT EXPERIENCE *CONTINUED*

California State University, Chico University Services Building, Chico, CA

Swinerton provided progressive design-build services for a new multi-department administrative service center, replacing the University's Facilities Management Services and IT Building. The facility consolidates key functions such as FMS Administration, Design and Construction, Energy/Sustainability, Campus Maintenance, Information Resources, and Risk Management, and is the first mass timber building in the CSU system.

Public Client | Collaborative Delivery | LEED Silver | Over 10,000 SF | Over $10M

USDA Agricultural Research Service Research and Development Center, Davis, CA

The new research and development center at University of California, Davis includes the construction of a new two-story, 59,000-square-foot building, consisting of laboratory space, including a Biosafety Level 2 (BSL-2) lab, offices for administration and research staff, classrooms, collaboration areas, and conference rooms. To support the laboratories, the building will contain specialized support spaces, such as cold and chemical storage, culturing rooms, glassware storage, hazardous material, and gas cylinder storage spaces.

Public Client | Security Systems | Over 10,000 SF | Over $10M

Labath Landing Interim Housing Development, Rohnert Park, CA

Swinerton provided general contracting services for the construction of the first interim housing development in the City of Rohnert Park. The development aims to end unsheltered street homelessness with rapid, cost-effective, and scalable solutions. The new development features 60 private units complete with a desk, individually controlled heating, and a locking door. The community also features spaces for dining, recreation, restrooms, showers, laundry, a computer lab, gardening, pet care, case management offices, and access to essential, life-changing support services.

Located in Sonoma County | CMAR | Community-Focused | Over 10,000 SF

San Joaquin Community Hospital MOB I and MOB II, Bakersfield, CA

Swinerton provided general contracting services for the construction of two new healthcare facilities. Both are LEED Certified. The cancer center at MOB I features three Varian Linear Accelerators for radiation treatment; a Phillips CT scan room; two separate Oncology Infusion Suites; and an OSHPD III Surgery Suite. MOB II includes an outpatient imaging center, laboratories, a pharmacy, and medical offices. An overhead canopy connects the two buildings and ties the structures together.

Collaborative Delivery | Over 10,000 SF | Over $10M

Cache Creek Casino Resort Expansion and Parking Structure, Brooks, CA

This CMAR project involved a 515,000-square-foot expansion to the existing resort. It includes a new nine-story, 459-room hotel; a new state-of-the art event and conference center; and new restaurants. A 2,000-stall, 647,335-square-foot parking structure was built with a connecting pedestrian bridge to the hotel. The existing kitchen and back-of-house support facilities were expanded to support the new event and conference center. Extensive site infrastructure upgrades were performed.

CMAR | Over 10,000 SF | Over $10M | Security Systems



Bryce Campbell

CONSTRUCTION SUPERINTENDENT

Physical Location: Sacramento, CA

As Construction Superintendent, Bryce will be involved from early planning to final turnover. He will oversee the Household Hazardous Waste Facility from the jobsite and will be responsible for day-to-day construction operations. He will work closely with the ZWS, COAR, trade partners, and suppliers to identify, resolve, and manage site logistics, constructability, schedule, quality, and safety concerns. He will supervise and direct all field labor and will be responsible for the overall coordination, supervision, and scheduling of all trade partner work and any self-performed work. Prior to the start of construction, he will develop site logistics and staging plans specific to the jobsite. His duties will also include quality control, safety, and labor relations.

YEARS AT SWINERTON

7

YEARS OF EXPERIENCE

11

EDUCATION

AA, Construction Management, California State University, Sacramento

CERTIFICATIONS

- OSHA 30-Hour
- First Aid & CPR Certified

REFERENCES

Brian Anastacio, Owner's Rep
City of Santa Rosa, Hearn Community Hub - Phase One, Santa Rosa, CA
2450 Venture Oaks Way, Sacramento, CA 95833
279.759.3283
banastacio@kitchell.com

Sandra M. Knight, Vice Chairperson and Economic Development Director
Mechoopda Casino
Mechoopda Indian Tribe of Chico Rancheria
1920 Alcott, Chico, CA 95928
530.519.7748
sknight@mechoopda-nsn.gov

PROJECT EXPERIENCE

City of Santa Rosa, Hearn Community Hub - Phase One, Santa Rosa, CA

Swinerton is providing preconstruction and construction services for the design-build civic campus, which includes a new wood-frame fire station #8 with emergency operations spaces and a mass timber Roseland Regional Library featuring public areas, collections, and programming spaces. Extensive site improvements include parking, sidewalks, roadways, utilities, and public plazas. The project replaces existing facilities to enhance public safety, education, and community connection.

Located in Sonoma County | Public Client | Collaborative Delivery | Security Systems | Over 10,000 SF | Over $10M

Mechoopda Wastewater Treatment Plant, Oroville, CA

Swinerton provided general contracting services for a water treatment system and a 250,000-gallon storage system supplied from an onsite well for all potable and fire system water needs, a modular packaged Membrane Bioreactor (MBR) wastewater treatment facility and evaporation field, and bringing a half-mile of underground PG&E electrical service to the previously undeveloped property. The site also includes all civil surface and grading improvements, a 400-stall surface parking lot, and a new entrance road and bridge spanning across protected environmentally sensitive wetlands. Swinerton self-performed the concrete, drywall, specialty ceilings, millwork, and doors/frames/hardware scopes of work.

Complex Utility Systems | CMAR | Over 10,000 SF | Over $10M

USACE Command Center TI, Sacramento, CA

Swinerton provided general contracting services for a multi-phased tenant improvement for the U.S. Army Corps of Engineers Sacramento District's headquarters office space. The design-assist project included the complete transformation of the Corps' command section, media briefing and development spaces, administrative sections, and secure communications center. The project had tenant improvement in secure space with stringent document security requirements; complex AV and MEP systems; construction within a sensitive occupied operational environment; construction of secure training and operational space; and subcontractor security credentialing and inspection coordination. As the responsible Federal agency for flood control in the greater Sacramento region and beyond, this critical project provided USACE a modern, secure, and adaptable working environment to execute their mission. The project was subject to stringent HSPD-12 Homeland Security requirements.

Security Systems | Public Client | Over 10,000 SF | Over $10M



Jeff Good

VICE PRESIDENT/DIVISION MANAGER

Physical Location: Sacramento, CA

As Vice President/Division Manager, Jeff is responsible for all aspects of the division's project management and field operations. His responsibilities include project planning and staffing, contract review and negotiation, and oversight of the project team to ensure compliance with project team commitments of schedule, budget, safety and quality standards. Jeff will work with Project Principal/Project Executive Marlene Moncada to guide the team and provide the resources necessary as we move through design and construction. His experience will support him in collaborating with the team to meet all schedule and budget goals while keeping focused on quality for the Household Hazardous Waste Facility.

YEARS AT SWINERTON

17

YEARS OF EXPERIENCE

24

EDUCATION

BS, Construction Management, California Polytechnic State University San Luis Obispo

CERTIFICATIONS

- OSHA 30-Hour
- LEED AP®

REFERENCES

Cindy Baksys, Construction Project Engineer
USDA Agricultural Research Service Research and Development Center
U.S. Army Corps of Engineers
1325 J St Room 1640,
Sacramento, CA 95814
916.521.2901
cynthia.baksys@usace.army.mil

Zac Smith, Director of Design & Construction
Chico State University Services Building
California State University, Chico
400 W. First Street
Chico, CA 95929
626.664.1831
zsmith2@csuchico.edu

PROJECT EXPERIENCE

City of Santa Rosa, Hearn Community Hub - Phase One, Santa Rosa, CA

Swinerton is providing preconstruction and construction services for the design-build civic campus, which includes a new wood-frame fire station #8 with emergency operations spaces and a mass timber Roseland Regional Library featuring public areas, collections, and programming spaces. Extensive site improvements include parking, sidewalks, roadways, utilities, and public plazas. The project replaces existing facilities to enhance public safety, education, and community connection.

Located in Sonoma County | Public Client | Collaborative Delivery | Security Systems | Over 10,000 SF | Over $10M

Distributed Common Ground Station (DCGS) Operations Facility, Yuba City, CA

Swinerton provided general contracting services for the construction of a new two-story operations facility that serves as a ground station for intelligence-gathering missions for the United States Air Force. The majority of the occupied space is within a secure and controlled environment. Spaces include Mission Planning, Crew Briefing, NIPR Net- and SIPR Net-level Communications, and a Wing Contingency Command Center. Work on the eight acre site also included concrete paved parking and driveways, landscaping, and stormwater collection/treatment infrastructure.

Public Client | Office Spaces | Security Systems | Multi-Story | Over 100,000 SF | Over $100M

Mechoopda Wastewater Treatment Plant, Oroville, CA

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Complex Utility Systems | CMAR | Over 10,000 SF | Over $10M

Jeff Good

VICE PRESIDENT/DIVISION MANAGER

PROJECT EXPERIENCE *CONTINUED*

Labath Landing Interim Housing Development, Rohnert Park, CA

Swinerton provided general contracting services for the construction of the first interim housing development in the City of Rohnert Park. The development aims to end unsheltered street homelessness with rapid, cost-effective, and scalable solutions. The new development features 60 private units complete with a desk, individually controlled heating, and a locking door. The community also features spaces for dining, recreation, restrooms, showers, laundry, a computer lab, gardening, pet care, case management offices, and access to essential, life-changing support services.

Located in Sonoma County | CMAR | Community-Focused | Over 10,000 SF

USDA Agricultural Research Service Research and Development Center, Davis, CA

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Office Building | Public Client | Multi-Story | Security Systems

Los Banos Police Station and Corporation Yard, Los Banos, CA

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Collaborative Delivery | Security Systems | Over 10,000 SF | Over $10M

California State University, Chico University Services Building, Chico, CA

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Public Client | Collaborative Delivery | LEED Silver | Over 10,000 SF | Over $10M

Sonoma State University Graton Rancheria Learning Center, Penngrove, CA

Swinerton provided general contracting services for improvements to the Graton Rancheria Learning Center and the adjacent grounds at the Fairfield Osborn Preserve. Work included expanding the surface parking, improving emergency vehicle access, updating fire prevention services, adding outdoor seating areas, providing accessible pedestrian circulation, and other minor interior and exterior renovations. The project took place on less than one acre of the existing 450-acre Fairfield Osborn Preserve at Sonoma Mountain. Swinerton self-performed millwork and doors, frames and hardware.

Located in Sonoma County | Collaborative Delivery | Public Client | Over 10,000 SF



Slavik Formuzal

SENIOR SCHEDULER

Physical Location: Sacramento, CA

As Senior Scheduler, Slavik will work closely with the project team to create and manage master project schedules, including preconstruction, construction, and baseline schedules. This includes creating and coordinating a detailed CPM network, including the refinement and input of all trade contractors, design team tasks, and County of Sonoma tasks. He will be responsible for coordinating and monitoring the schedule maintenance and update process, analysis of schedule related issues, delay analysis, and the resolution of schedule-related constraints. Working both onsite and in the office, Slavik will help ensure the timely delivery of the Household Hazardous Waste Facility.

YEARS AT SWINERTON

3

YEARS OF EXPERIENCE

26

EDUCATION

BS, Construction Management, California State University, Sacramento

REFERENCES

Dave Beckstrand, Owner's Rep
Confidential Place of Worship
Olympus Construction Management
4365 E Pecos Road, Suite 120
Gilbert, AZ 85295
602.619.9710
dbeckstrand@olympuscm.com

Keith White, Senior Scheduler
Confidential Place of Worship
PARCO Consulting
8910 N Kentucky Court
Kansas City, Missouri, 64157
801.845.6717
keith@parcoconsulting.com

PROJECT EXPERIENCE

City of Santa Rosa, Hearn Community Hub - Phase One, Santa Rosa, CA

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Complex Utility Systems | CMAR | Over 10,000 SF | Over $10M

California State University, Chico University Services Building, Chico, CA

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Public Client | Collaborative Delivery | LEED Silver | Over 10,000 SF | Over $10M

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Collaborative Delivery | Security Systems | Over 10,000 SF | Over $10M



Omar Mutwakil

LEAD ESTIMATOR

Physical Location: Sacramento, CA

As Lead Estimator, Omar will develop accurate full-scope estimates at all document levels, including conceptual, schematic, design development, construction, and bid documents. He will manage quantity takeoffs, pricing, labor and equipment costs, material requisitions, competitive trade bids, and job cost budgets. Omar will also oversee bidding schedules, constructability reviews, value engineering, and cost analysis for alternative systems and materials. He will coordinate with the project team on plans, specifications, quotes, and bid documents, while working with trade partners to prepare bid lists, review proposals, and schedule job walks. Additionally, he will assist with bid compilation, support jobsite teams after awards, and maintain strong relationships with suppliers and trade partners.

YEARS AT SWINERTON

2

YEARS OF EXPERIENCE

12

EDUCATION

BS, Civil Engineering,
California State University,
San Jose

REFERENCES

Steven Danforth, Senior Vice President
53 Colton Street Apartments
Strada Investment Group
201 Spear Street, Suite 1650
San Francisco, CA 94105
925.389.3121
sdanforth@stradasf.com

Joel Josehart, President
Hunters Point Blocks 53 & 54
Josehart Construction Management
1935 Addison Street, Suite A
Berkeley, CA 94704
415.927.3611
joel@josehart.com

PROJECT EXPERIENCE

City of Santa Rosa, Hearn Community Hub - Phase One, Santa Rosa, CA

Swinerton is providing preconstruction and construction services for the design-build civic campus, which includes a new wood-frame fire station #8 with emergency operations spaces and a mass timber Roseland Regional Library featuring public areas, collections, and programming spaces. Extensive site improvements include parking, sidewalks, roadways, utilities, and public plazas.

Located in Sonoma County | Public Client | Collaborative Delivery | Security Systems | Over 10,000 SF | Over $10M

California State University, Chico University Services Building, Chico, CA

Swinerton provided progressive design-build services for a new multi-department administrative service center, replacing the University's Facilities Management Services and IT Building. The facility consolidates key functions such as FMS Administration, Design and Construction, Energy/Sustainability, Campus Maintenance, Information Resources, and Risk Management, and is the first mass timber building in the CSU system.

Public Client | Collaborative Delivery | LEED Silver | Over 10,000 SF | Over $10M

Cal Poly Humboldt Engineering & Technology Building, Arcata, CA

Swinerton is providing general contracting services under the design-build delivery method for the University's new Engineering & Technology Building. This three-story facility will feature classrooms, teaching laboratories, maker spaces, student collaboration areas, and faculty offices designed to foster innovation and hands-on learning. The structure will utilize mass timber for sustainability and aesthetic appeal, while the façade will incorporate glass curtain walls, metal panels, and exposed concrete to create a modern, high-performance building that reflects the University's commitment to advanced technology and sustainable design.

Collaborative Delivery | Public Client | Over 10,000 SF | Over $10M | Targeting LEED Gold Equivalent

California State University, Bakersfield Energy Innovation Building, Bakersfield, CA

Swinerton is currently providing preconstruction and construction services for this new, three-story, 56,263-square-foot Energy Innovation Building. The new center will be the central hub of research, experimentation, and collaboration on the future of energy in the San Joaquin Valley and will feature teaching labs, student-faculty research labs, a 240-seat auditorium and event space, as well as 28 faculty offices.

Collaborative Delivery | Public Client | Over 10,000 SF | Over $10M

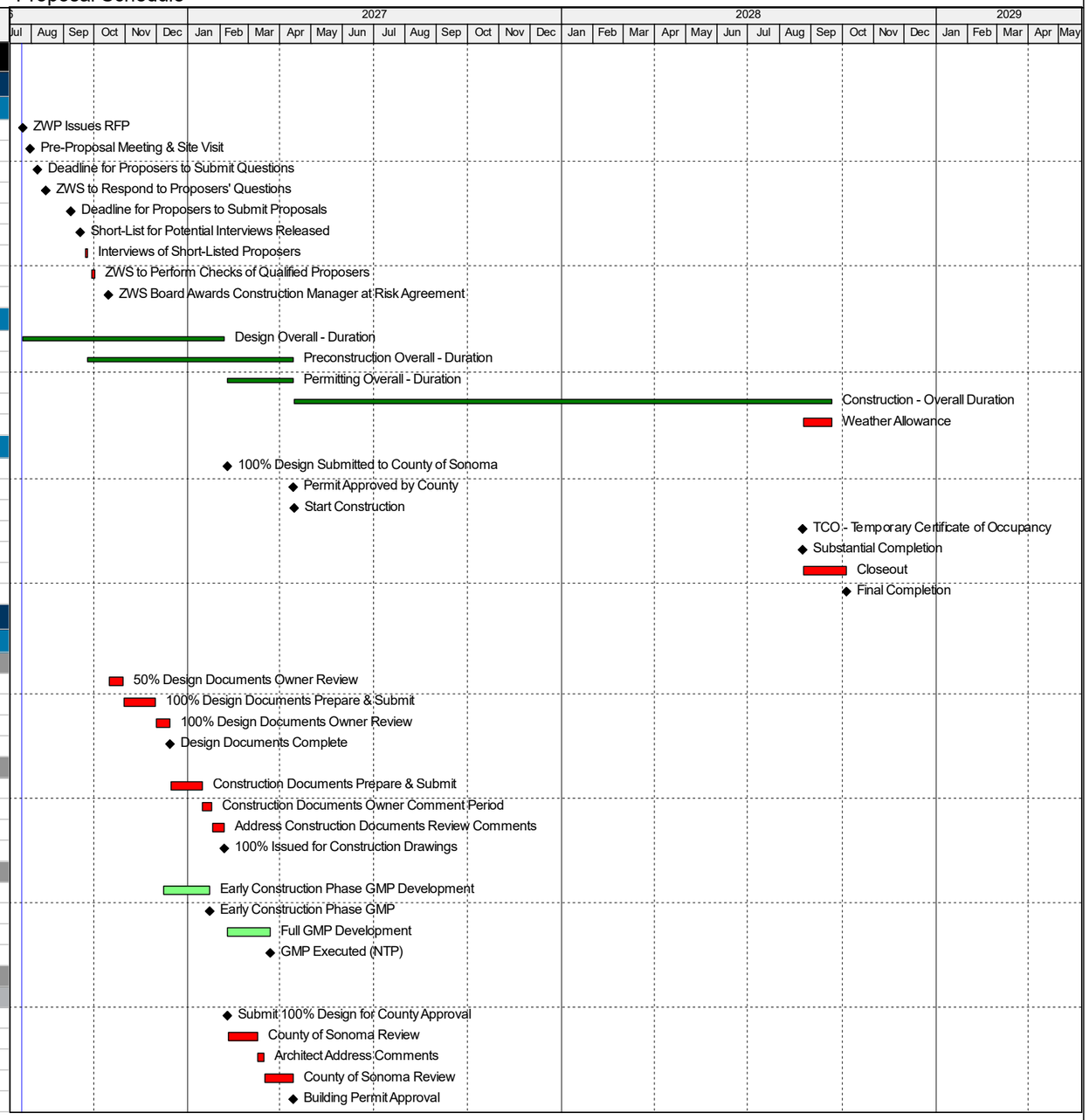
FULL PROJECT SCHEDULE

Zero Waste Sonoma Household Hazardous Waste Facility

Proposal Schedule

Data Date: 07/23/26

Activity ID	Activity Name	OD	Start	Finish
Zero Waste Sonoma Household Hazardous Waste Facility		567	07/23/26	10/23/28
Project Overview		556	07/23/26	10/05/28
RFP Timeline		60	07/23/26	10/15/26
ZWS-RFP-1000	ZWP Issues RFP	0	07/23/26	
ZWS-RFP-1010	Pre-Proposal Meeting & Site Visit	0	07/30/26*	
ZWS-RFP-1020	Deadline for Proposers to Submit Questions	0		08/06/26*
ZWS-RFP-1030	ZWS to Respond to Proposers' Questions	0		08/14/26*
ZWS-RFP-1040	Deadline for Proposers to Submit Proposals	0		09/08/26*
ZWS-RFP-1050	Short-List for Potential Interviews Released	0		09/17/26*
ZWS-RFP-1060	Interviews of Short-Listed Proposers	3	09/22/26*	09/24/26
ZWS-RFP-1070	ZWS to Perform Checks of Qualified Proposers	3	09/29/26*	10/01/26
ZWS-RFP-1080	ZWS Board Awards Construction Manager at Risk Agreement	0		10/15/26*
Project Summary		546	07/23/26	09/21/28
ZWS-MIL-1000	Design Overall - Duration	135	07/23/26	02/05/27
ZWS-MIL-1010	Preconstruction Overall - Duration	136	09/25/26	04/13/27
ZWS-MIL-1030	Permitting Overall - Duration	46	02/08/27	04/13/27
ZWS-MIL-1060	Construction - Overall Duration	365	04/14/27	09/21/28
ZWS-MIL-1090	Weather Allowance	20	08/24/28	09/21/28
Project Milestones		421	02/08/27	10/05/28
ZWS-MIL-1020	100% Design Submitted to County of Sonoma	0		02/08/27
ZWS-MIL-1040	Permit Approved by County	0		04/13/27
ZWS-MIL-1050	Start Construction	0	04/14/27	
ZWS-MIL-1070	TCO - Temporary Certificate of Occupancy	0		08/23/28
ZWS-MIL-1080	Substantial Completion	0		08/23/28
ZWS-MIL-1100	Closeout	30	08/24/28	10/05/28
ZWS-MIL-1110	Final Completion	0		10/05/28
Preconstruction		121	10/16/26	04/13/27
Design & Permitting		121	10/16/26	04/13/27
Design Development		40	10/16/26	12/14/26
ZWS-DSG-1000	50% Design Documents Owner Review	10	10/16/26	10/29/26
ZWS-DSG-1010	100% Design Documents Prepare & Submit	20	10/30/26	11/30/26
ZWS-DSG-1020	100% Design Documents Owner Review	10	12/01/26	12/14/26
ZWS-DSG-1030	Design Documents Complete	0		12/14/26
Construction Documents		35	12/15/26	02/05/27
ZWS-DSG-1040	Construction Documents Prepare & Submit	20	12/15/26	01/14/27
ZWS-DSG-1050	Construction Documents Owner Comment Period	10	01/15/27	01/24/27
ZWS-DSG-1060	Address Construction Documents Review Comments	10	01/25/27	02/05/27
ZWS-DSG-1070	100% Issued for Construction Drawings	0		02/05/27
GMP		70	12/08/26	03/22/27
ZWS-GMP-1000	Early Construction Phase GMP Development	30	12/08/26	01/22/27
ZWS-GMP-1010	Early Construction Phase GMP	0		01/22/27
ZWS-GMP-1020	Full GMP Development	30	02/08/27	03/22/27
ZWS-GMP-1030	GMP Executed (NTP)	0		03/22/27
Permitting		46	02/08/27	04/13/27
County of Sonoma		46	02/08/27	04/13/27
ZWS-PRM-1000	Submit 100% Design for County Approval	0	02/08/27	
ZWS-PRM-1010	County of Sonoma Review	20	02/09/27	03/09/27
ZWS-PRM-1020	Architect Address Comments	5	03/10/27	03/16/27
ZWS-PRM-1030	County of Sonoma Review	20	03/17/27	04/13/27
ZWS-PRM-1040	Building Permit Approval	0		04/13/27



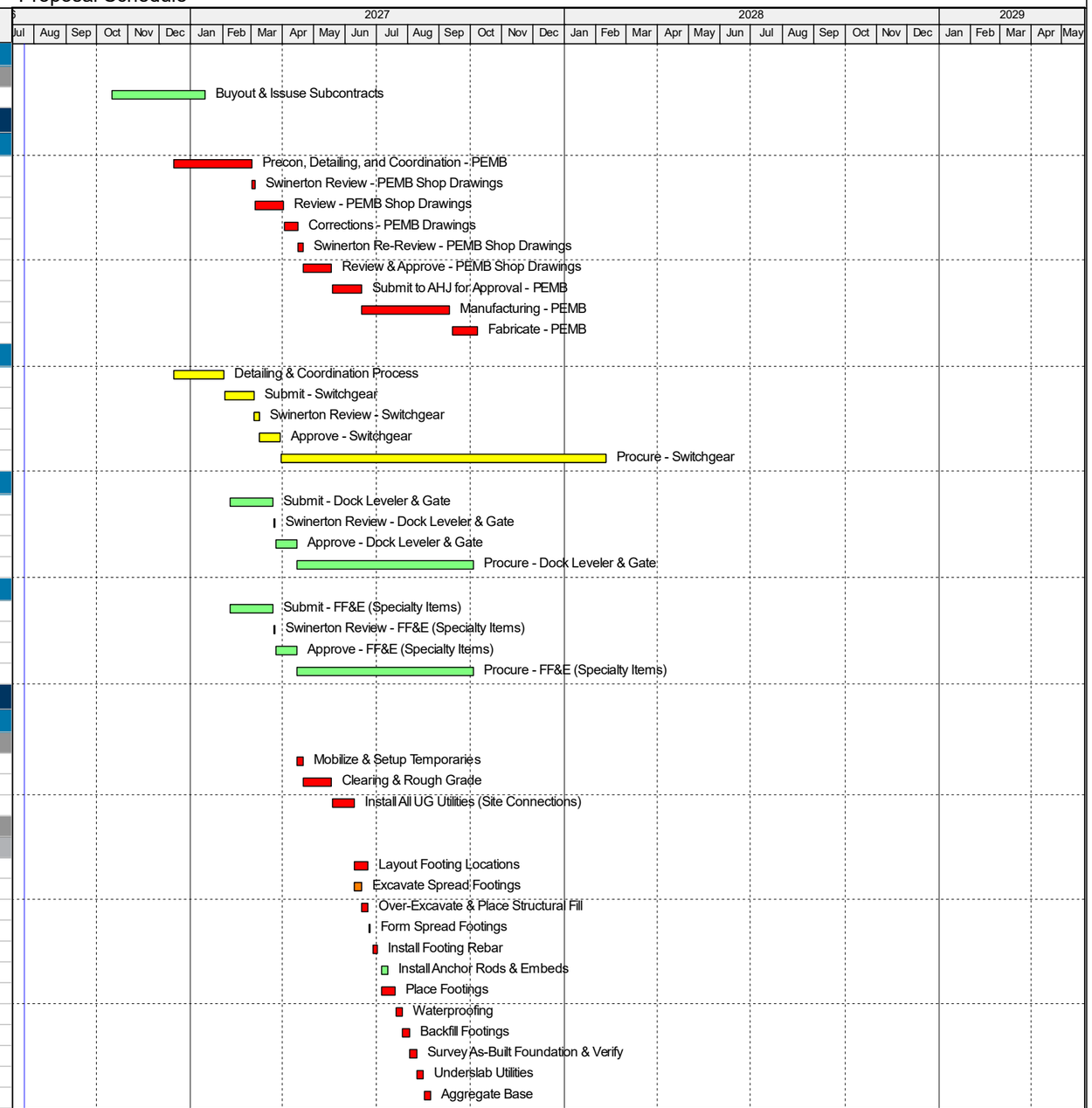
Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Near-Critical (11-20d TF)
Near-Critical (1-10d TF)
Critical Remaining Work
Milestone

Zero Waste Sonoma Household Hazardous Waste Facility

Proposal Schedule

Data Date: 07/23/26

Activity ID	Activity Name	OD	Start	Finish
Bidding & Buyout		60	10/16/26	01/14/27
Buyout		60	10/16/26	01/14/27
ZWS-BUY-1000	Buyout & Issuse Subcontracts	60	10/16/26	01/14/27
Submittals & Procurement		290	12/15/26	02/10/28
Pre-Engineered Metal Building		206	12/15/26	10/08/27
ZWS-SUB-1010	Precon, Detailing, and Coordination - PEMB	50	12/15/26	03/01/27
ZWS-SUB-1050	Swinerton Review - PEMB Shop Drawings	3	03/02/27	03/04/27
ZWS-SUB-1070	Review - PEMB Shop Drawings	20	03/05/27	04/01/27
ZWS-SUB-1140	Corrections - PEMB Drawings	10	04/02/27	04/15/27
ZWS-SUB-1170	Swinerton Re-Review - PEMB Shop Drawings	3	04/16/27	04/20/27
ZWS-SUB-1180	Review & Approve - PEMB Shop Drawings	20	04/21/27	05/18/27
ZWS-SUB-1190	Submit to AHJ for Approval - PEMB	20	05/19/27	06/16/27
ZWS-SUB-1200	Manufacturing - PEMB	60	06/17/27	09/10/27
ZWS-SUB-1210	Fabricate - PEMB	20	09/13/27	10/08/27
UPS, Electrical Switchgear		290	12/15/26	02/10/28
ZWS-SUB-1000	Detailing & Coordination Process	32	12/15/26	02/02/27
ZWS-SUB-1020	Submit - Switchgear	20	02/03/27	03/03/27
ZWS-SUB-1060	Swinerton Review - Switchgear	3	03/04/27	03/08/27
ZWS-SUB-1080	Approve - Switchgear	15	03/09/27	03/29/27
ZWS-SUB-1130	Procure - Switchgear	220	03/30/27	02/10/28
Dock Leveler & Gate		167	02/08/27	10/04/27
ZWS-SUB-1040	Submit - Dock Leveler & Gate	30	02/08/27	03/22/27
ZWS-SUB-1090	Swinerton Review - Dock Leveler & Gate	2	03/23/27	03/24/27
ZWS-SUB-1120	Approve - Dock Leveler & Gate	15	03/25/27	04/14/27
ZWS-SUB-1160	Procure - Dock Leveler & Gate	120	04/15/27	10/04/27
FF&E (Specialties)		167	02/08/27	10/04/27
ZWS-SUB-1030	Submit - FF&E (Specialty Items)	30	02/08/27	03/22/27
ZWS-SUB-1100	Swinerton Review - FF&E (Specialty Items)	2	03/23/27	03/24/27
ZWS-SUB-1110	Approve - FF&E (Specialty Items)	15	03/25/27	04/14/27
ZWS-SUB-1150	Procure - FF&E (Specialty Items)	120	04/15/27	10/04/27
Construction		345	04/14/27	08/23/28
Phase 1 - Demo, Sitework, UU		345	04/14/27	08/23/28
Mobilization & Make Ready		40	04/14/27	06/09/27
ZWS-CON-1180	Mobilize & Setup Temporaries	5	04/14/27	04/20/27
ZWS-CON-1190	Clearing & Rough Grade	20	04/21/27	05/18/27
ZWS-CON-1200	Install All UG Utilities (Site Connections)	15	05/19/27	06/09/27
Substructure		78	06/10/27	09/29/27
Foundations		78	06/10/27	09/29/27
ZWS-CON-1210	Layout Footing Locations	10	06/10/27	06/23/27
ZWS-CON-1220	Excavate Spread Footings	5	06/10/27	06/16/27
ZWS-CON-1230	Over-Excavate & Place Structural Fill	5	06/17/27	06/23/27
ZWS-CON-1240	Form Spread Footings	2	06/24/27	06/25/27
ZWS-CON-1250	Install Footing Rebar	5	06/28/27	07/02/27
ZWS-CON-1260	Install Anchor Rods & Embeds	5	07/06/27	07/12/27
ZWS-CON-1270	Place Footings	10	07/06/27	07/19/27
ZWS-CON-1290	Waterproofing	5	07/20/27	07/26/27
ZWS-CON-1300	Backfill Footings	5	07/27/27	08/02/27
ZWS-CON-1310	Survey As-Built Foundation & Verify	5	08/03/27	08/09/27
ZWS-CON-1320	Underslab Utilities	5	08/10/27	08/16/27
ZWS-CON-1330	Aggregate Base	5	08/17/27	08/23/27



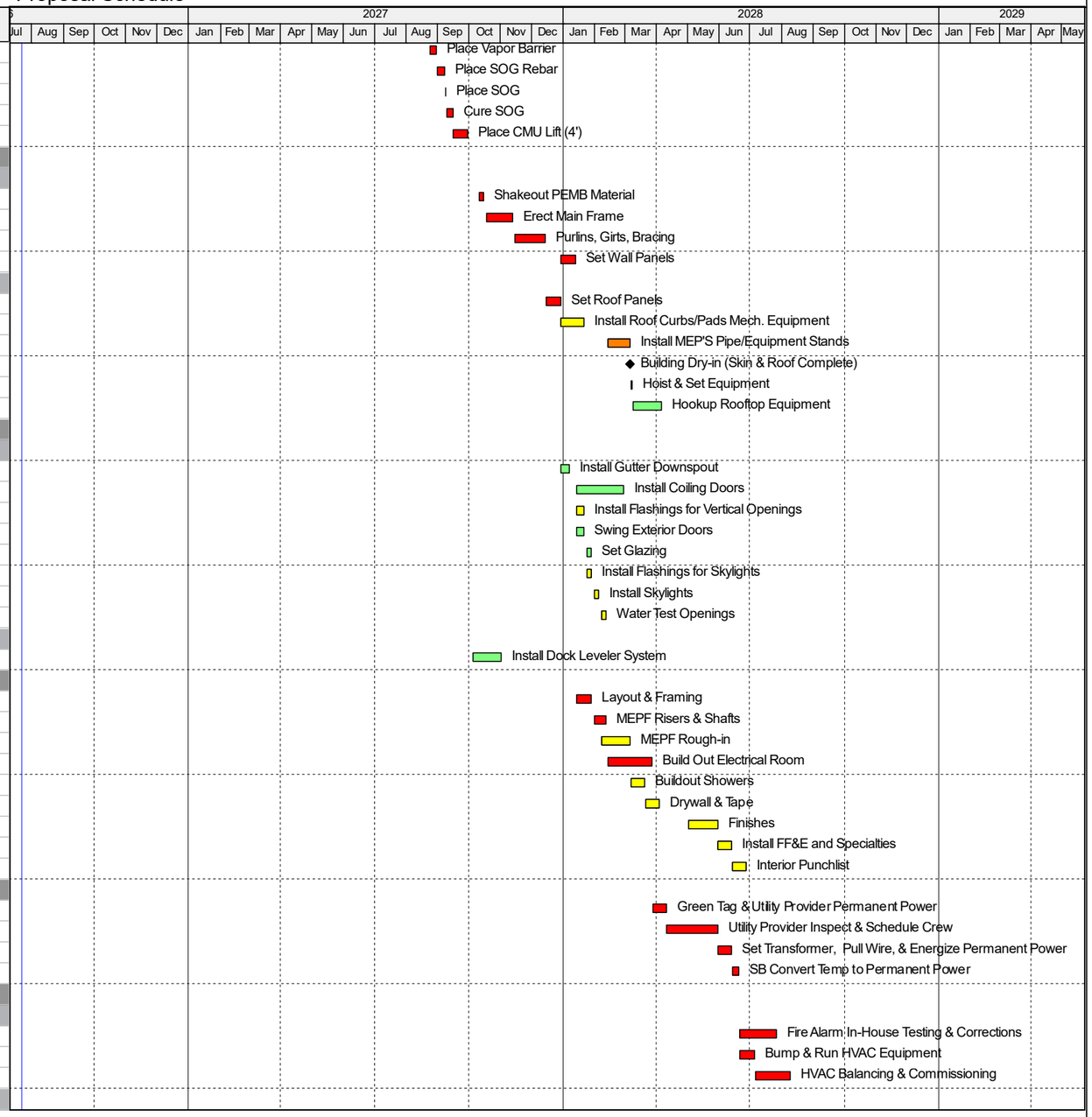
Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Near-Critical (11-20d TF)
Near-Critical (1-10d TF)
Critical Remaining Work
Milestone

Zero Waste Sonoma Household Hazardous Waste Facility

Proposal Schedule

Data Date: 07/23/26

Activity ID	Activity Name	OD	Start	Finish
ZWS-CON-1340	Place Vapor Barrier	5	08/24/27	08/30/27
ZWS-CON-1350	Place SOG Rebar	5	08/31/27	09/07/27
ZWS-CON-1360	Place SOG	1	09/08/27	09/08/27
ZWS-CON-1370	Cure SOG	5	09/09/27	09/15/27
ZWS-CON-1380	Place CMU Lift (4')	10	09/16/27	09/29/27
Structure		122	10/11/27	04/05/28
Pre-Engineered Metal Building Buildout		65	10/11/27	01/13/28
ZWS-CON-1400	Shakeout PEMB Material	5	10/11/27	10/15/27
ZWS-CON-1410	Erect Main Frame	20	10/18/27	11/12/27
ZWS-CON-1430	Purlins, Girts, Bracing	20	11/15/27	12/14/27
ZWS-CON-1450	Set Wall Panels	10	12/30/27	01/13/28
Pre-Engineered Metal Building Roof Buildout		77	12/15/27	04/05/28
ZWS-CON-1440	Set Roof Panels	10	12/15/27	12/29/27
ZWS-CON-1010	Install Roof Curbs/Pads Mech. Equipment	15	12/30/27	01/21/28
ZWS-CON-1100	Install MEP'S Pipe/Equipment Stands	15	02/14/28	03/06/28
ZWS-CON-1020	Building Dry-in (Skin & Roof Complete)	0		03/06/28
ZWS-CON-1130	Hoist & Set Equipment	2	03/07/28	03/08/28
ZWS-CON-1140	Hookup Rooftop Equipment	20	03/09/28	04/05/28
Exterior		99	10/05/27	02/28/28
Openings & Railings		40	12/30/27	02/28/28
ZWS-CON-1090	Install Gutter Downspout	5	12/30/27	01/06/28
ZWS-CON-1040	Install Coiling Doors	30	01/14/28	02/28/28
ZWS-CON-1050	Install Flashings for Vertical Openings	5	01/14/28	01/21/28
ZWS-CON-1060	Swing Exterior Doors	5	01/14/28	01/21/28
ZWS-CON-1560	Set Glazing	5	01/24/28	01/28/28
ZWS-CON-1570	Install Flashings for Skylights	5	01/24/28	01/28/28
ZWS-CON-1080	Install Skylights	5	01/31/28	02/04/28
ZWS-CON-1580	Water Test Openings	5	02/07/28	02/11/28
Dock Buildout		20	10/05/27	11/01/27
ZWS-CON-1070	Install Dock Leveler System	20	10/05/27	11/01/27
Interior Buildout		115	01/14/28	06/27/28
ZWS-CON-1110	Layout & Framing	10	01/14/28	01/28/28
ZWS-CON-1030	MEPF Risers & Shafts	10	01/31/28	02/11/28
ZWS-CON-1150	MEPF Rough-in	20	02/07/28	03/06/28
ZWS-CON-1120	Build Out Electrical Room	30	02/14/28	03/27/28
ZWS-CON-1160	Buildout Showers	10	03/07/28	03/20/28
ZWS-CON-1170	Drywall & Tape	10	03/21/28	04/03/28
ZWS-CON-1280	Finishes	20	05/02/28	05/30/28
ZWS-CON-1390	Install FF&E and Specialties	10	05/31/28	06/13/28
ZWS-CON-1420	Interior Punchlist	10	06/14/28	06/27/28
MEPF Equipment & Permanent Power		60	03/28/28	06/20/28
ZWS-CON-1460	Green Tag & Utility Provider Permanent Power	10	03/28/28	04/10/28
ZWS-CON-1470	Utility Provider Inspect & Schedule Crew	35	04/11/28	05/30/28
ZWS-CON-1480	Set Transformer, Pull Wire, & Energize Permanent Power	10	05/31/28	06/13/28
ZWS-CON-1490	SB Convert Temp to Permanent Power	5	06/14/28	06/20/28
Commissioning, Testing, & Inspections		45	06/21/28	08/23/28
Commissioning		35	06/21/28	08/09/28
ZWS-CON-1500	Fire Alarm In-House Testing & Corrections	25	06/21/28	07/26/28
ZWS-CON-1510	Bump & Run HVAC Equipment	10	06/21/28	07/05/28
ZWS-CON-1520	HVAC Balancing & Commissioning	25	07/06/28	08/09/28
Testing, & Inspections		15	08/03/28	08/23/28



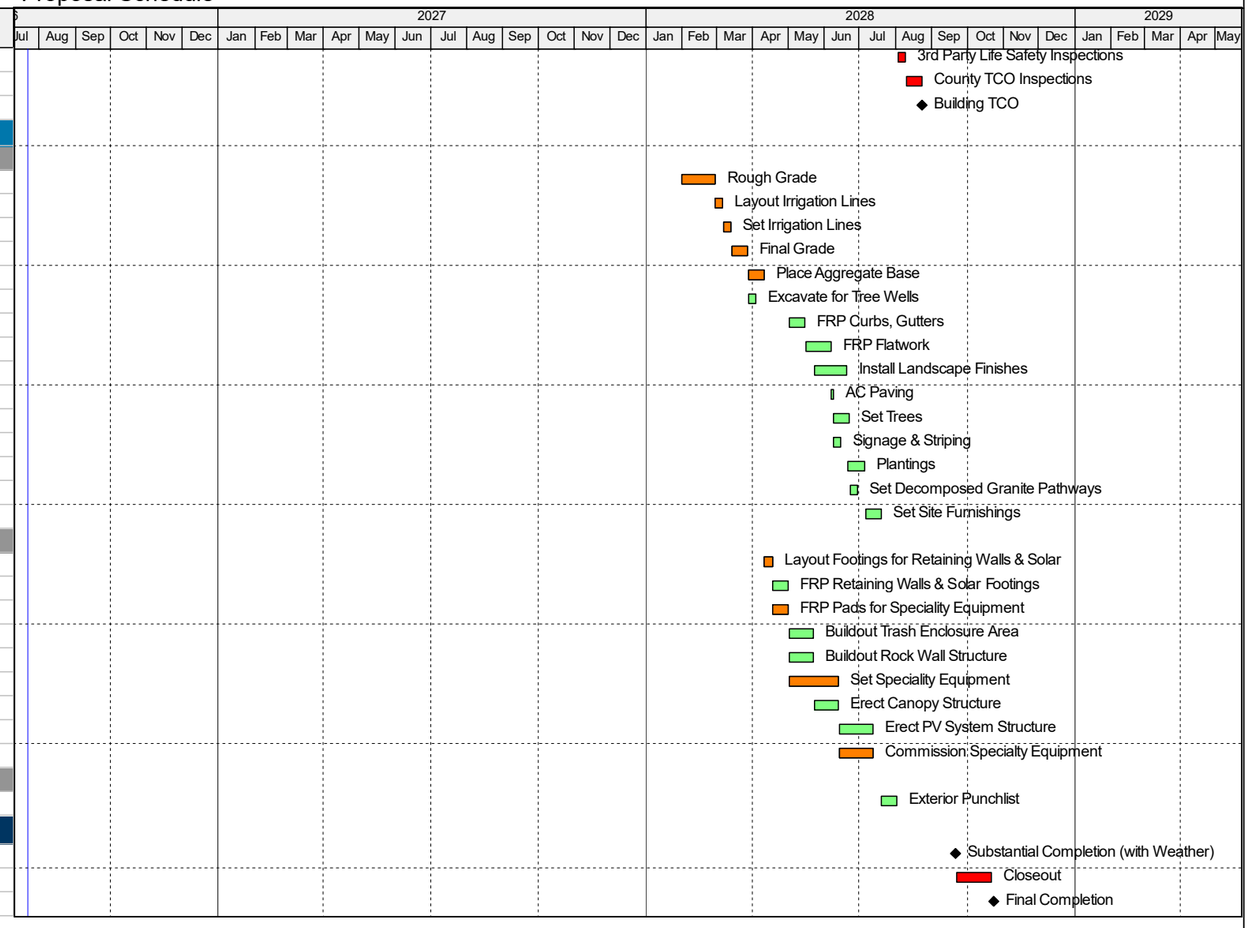
Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Near-Critical (11-20d TF)
Near-Critical (1-10d TF)
Critical Remaining Work
Milestone

Zero Waste Sonoma Household Hazardous Waste Facility

Proposal Schedule

Data Date: 07/23/26

Activity ID	Activity Name	OD	Start	Finish
ZWS-CON-1530	3rd Party Life Safety Inspections	5	08/03/28	08/09/28
ZWS-CON-1540	County TCO Inspections	10	08/10/28	08/23/28
ZWS-CON-1550	Building TCO	0		08/23/28
Phase 2 - Beautifcation Sitework		130	01/31/28	08/02/28
Site Improvements & Landscaping		120	01/31/28	07/19/28
ZWS-CON-1590	Rough Grade	20	01/31/28	02/28/28
ZWS-CON-1600	Layout Irrigation Lines	5	02/29/28	03/06/28
ZWS-CON-1610	Set Irrigation Lines	5	03/07/28	03/13/28
ZWS-CON-1620	Final Grade	10	03/14/28	03/27/28
ZWS-CON-1630	Place Aggregate Base	10	03/28/28	04/10/28
ZWS-CON-1710	Excavate for Tree Wells	5	03/28/28	04/03/28
ZWS-CON-1000	FRP Curbs, Gutters	10	05/02/28	05/15/28
ZWS-CON-1690	FRP Flatwork	15	05/16/28	06/06/28
ZWS-CON-1750	Install Landscape Finishes	20	05/23/28	06/20/28
ZWS-CON-1730	AC Paving	2	06/07/28	06/08/28
ZWS-CON-1720	Set Trees	10	06/09/28	06/22/28
ZWS-CON-1740	Signage & Striping	5	06/09/28	06/15/28
ZWS-CON-1760	Plantings	10	06/21/28	07/05/28
ZWS-CON-1700	Set Decomposed Granite Pathways	5	06/23/28	06/29/28
ZWS-CON-1780	Set Site Furnishings	10	07/06/28	07/19/28
Site Furnishing & Specialty Equipment Buildout		65	04/11/28	07/12/28
ZWS-CON-1640	Layout Footings for Retaining Walls & Solar	5	04/11/28	04/17/28
ZWS-CON-1650	FRP Retaining Walls & Solar Footings	10	04/18/28	05/01/28
ZWS-CON-1800	FRP Pads for Speciality Equipment	10	04/18/28	05/01/28
ZWS-CON-1660	Buildout Trash Enclosure Area	15	05/02/28	05/22/28
ZWS-CON-1770	Buildout Rock Wall Structure	15	05/02/28	05/22/28
ZWS-CON-1810	Set Speciality Equipment	30	05/02/28	06/13/28
ZWS-CON-1670	Erect Canopy Structure	15	05/23/28	06/13/28
ZWS-CON-1680	Erect PV System Structure	20	06/14/28	07/12/28
ZWS-CON-1820	Commission Specialty Equipment	20	06/14/28	07/12/28
Punchlist		10	07/20/28	08/02/28
ZWS-CON-1790	Exterior Punchlist	10	07/20/28	08/02/28
Post Construction		21	09/21/28	10/23/28
ZWS-CLOS-1000	Substantial Completion (with Weather)	0		09/21/28
ZWS-CLOS-1010	Closeout	30	09/22/28	10/21/28
ZWS-CLOS-1020	Final Completion	0		10/23/28



Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Near-Critical (11-20d TF)
Near-Critical (1-10d TF)
Critical Remaining Work
Milestone



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PROJECT PRINCIPAL/PROJECT EXECUTIVE
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SWINERTON

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Sacramento, CA 95828
CA License No. 92
swinerton.com

Resolution No.: 2026-19

Dated: October 15, 2026

RESOLUTION OF ZERO WASTE SONOMA (ZWS) AUTHORIZING THE EXECUTIVE DIRECTOR TO ENTER INTO AN AGREEMENT WITH SWINERTON BUILDERS TO PROVIDE CONSTRUCTION MANAGER AT RISK FOR THE HOUSEHOLD HAZARDOUS WASTE FACILITY IN WINDSOR AND APPROVE THE BUDGET ADJUSTMENT TO FUND THIS AGREEMENT

WHEREAS, ZWS acquired property located at 5871-5895 Pruitt Ave, Windsor, CA with the intent to build an additional household hazardous waste (HHW) facility in Sonoma County; and

WHEREAS, ZWS has contracted with Sonoma Public Infrastructure, a Department of the County of Sonoma ("SPI"), to provide project management services to ZWS for the development of the HHW facility; and

WHEREAS, SPI and ZWS released a Request for Proposals (RFP) for Construction Manager at Risk for the proposed HHW Facility in Windsor; and

WHEREAS, Swinerton Builders submitted a proposal and received the highest score by the review committee; and

WHEREAS, Swinerton Builders represents that it is a duly qualified with CMAR and other collaborative project delivery methods, public-sector construction, environmental infrastructure, prefabricated building systems, cost estimating, constructability review, and development and management of Guaranteed Maximum Price contracts; and

WHEREAS, it is necessary and desirable to employ the services of Swinerton Builders for completing Construction Manager at Risk for the proposed HHW Facility project; and

WHEREAS, the funding source for this agreement will be the Debt Servicing Reserve fund, 78113-66111300-19831-34HHW; and

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors hereby authorizes the Agency to enter into an agreement with Swinerton Builders for Construction Manager at Risk for the development of the proposed HHW facility. The form of the agreement shall be approved by Agency Counsel and Executive Director, and the Executive Director is hereby authorized to execute the agreement and such additional documentation as required to implement this direction.

BE IT FURTHER RESOLVED that the Board of Directors authorizes the budget appropriations to the Debt Servicing Reserve Fund in the amount of $406,198.

MEMBERS:

- -	- -	- -	- -	- -
Cloverdale	Cotati	County	Healdsburg	Petaluma
- -	- -	- -	- -	- -
Rohnert Park	Santa Rosa	Sebastopol	Sonoma	Windsor

AYES: - - NOES: - - ABSENT: - - ABSTAIN: - -

SO ORDERED

The within instrument is a correct copy
of the original on file with this office.

ATTEST: DATE: October 15, 2026

_____

Clerk of Zero Waste Sonoma
Agency of the State of California in and for the
County of Sonoma

Construction Manager At-Risk Contract Between
Sonoma County Waste Management Agency also known as Zero Waste Sonoma
And
Swinnerton Builders
for the Household Hazardous Waste Facility Project

This Construction Manager At-Risk Contract ("Contract") is made and entered into this 15th day of October, 2026 ("Effective Date") by and between the **Sonoma County Waste Management Agency also known as Zero Waste Sonoma** (hereinafter referred to as "Agency") and Swinnerton Builders (hereinafter referred to as "CMAR"). Agency and CMAR are sometimes individually referred to as "Party" and collectively as "Parties."

Recitals

A. Agency is a public agency of the State of California and is in need of construction management services for the **HOUSEHOLD HAZARDOUS WASTE FACILITY PROJECT** ("Project"), that will include two phase: (1) preconstruction phase services ("Preconstruction Phase" or "Preconstruction Services"); and (2) construction phase services ("Construction Phase" or "Construction Services"), each of which are more fully described in the Contract Documents (collectively, "Services" or "Work").

B. Agency has retained COAR Design Group ("Architect") to provide and perform certain services in connection with design of the Project, including preparation of the Project's Design Documents (as defined in the General Conditions in **Attachment 1**).

C. Agency seeks to have CMAR perform the Services and the CMAR warrants and represents that it is able and qualified to perform the Services for the Project.

D. CMAR shall first perform Preconstruction Services consistent with the requirements of the Contract Documents, during or after which CMAR shall solicit subcontractors to prepare and propose to Agency a GMP (as defined in this Contract) to construct the Project and, if accepted by the Agency, the Parties shall enter into an amendment to the Contract for CMAR's performance of Construction Services.

E. CMAR represents that is duly licensed in the State of California and has the necessary qualifications to provide such services.

F. The Parties desire to enter into this Contract for the purpose of setting forth the terms and conditions upon which CMAR shall render Services to Agency.

Terms

1. Contract & Contract Documents

1.1 Incorporation of Recitals, Definitions, and Contract Documents.

(a) The above referenced recitals are true and correct and are incorporated into this Contract by this reference. This Contract includes and hereby incorporates in full by reference the following documents which are the "Contract Document(s)," including all exhibits, drawings, specifications and documents therein, and attachments and addenda thereto, and, in the event of a conflict amongst the Contract Documents, shall be interpreted in the order set forth below:

(i) Permits from other agencies as may be required by law

(ii) Changes to the Contract and Contract Documents, including, the GMP Amendment and Change Orders

(iii) Contract

(iv) Addenda, most recent first

(v) Special Conditions (**Attachment 4**)

(vi) Design Documents, as follows:

(1) Specifications (Divisions 1 through 49)

(2) Drawings, which shall also be interpreted as follows:

a. Figures govern over scaled dimensions

b. Detail drawings govern over general drawings

c. Addenda/Change Order drawings govern over Drawings

d. Drawings govern over Standard Drawings

e. Drawings govern over Shop Drawings

(vii) Scope of Services (**Attachment 2**)

(viii) Key Personnel (**Attachment 5**)

(ix) Subcontractor Procurement Process (**Attachment 3**)

(x) General Conditions (**Attachment 1**)

(xi) To the extent applicable, in the following order:

(1) Local Agency Standards and Specifications

(2) Standard Drawings

(3) Reference Documents

(xii) Project Milestone Schedule (**Attachment 6**)

(xiii) Construction Phase Fee Responsibility Matrix (**Attachment 7**)

(xiv) Rate Schedule (**Attachment 9**)

(xv) The following in no particular order:

(1) Performance and Payment Bonds (**Attachment 8**)

(2) Certifications (**Attachment 11**)

(xvi) CMAR's Cost Proposal Form (**Attachment 10**)

Notwithstanding the orders of precedence established above, in the event of conflicts, the higher standard, higher quality and most expensive shall always apply.

1.2 Use of Defined Terms. Any capitalized term herein shall have the meaning accorded to that term throughout the Contract Documents, unless otherwise defined specifically in a Contract Document, in which case, the specific definition will prevail.

1.3 Intent of Contract Documents.

(a) The Contract Documents are complementary; what is required by any one of them will be binding as if required by all. It is the intent of the Contract Documents to describe a functionally complete Project (or part thereof) to be constructed in accordance with the

Contract Documents. Any labor, documentation, services, materials, or equipment that reasonably may be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the indicated result will be provided whether or not specifically called for, at no additional cost to the Agency.

(b) CMAR shall furnish, unless otherwise provided in the Contract Documents, all materials, implements, machinery, equipment, tools, supplies and labor necessary to the prosecution and completion of the Project. If utilities to equipment/fixtures are not shown but are necessary to operate the equipment/fixtures, the utilities service installation is considered to be part of the Work. The implied Work will conform to the appropriate sections of the Contract Documents.

(c) Organization of the Contract Documents into divisions, sections, and articles, and arrangement of drawings shall not control the CMAR in dividing Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

(d) Clarifications and interpretations of the Contract Documents shall be issued by the Architect as provided in the General Conditions in (**Attachment 1)**.

1.4 Reference Standards.

(a) Reference to federal specifications, federal standards, other standards, specifications, manuals, or codes of any technical society, organization, or association, or to Applicable Laws, whether such reference be specific or by implication, shall mean the standard, specification, manual, code, or Applicable Laws in effect at the time of the Effective Date, and in case of Subcontractors procured after Preconstruction Services, when such Subcontractors provide bids, except as may be otherwise specifically stated in the Contract Documents.

(b) No provision of any such standard, specification, manual, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of the Agency, CMAR, or any of their Subcontractors, consultants, agents, or employees, from those set forth in the Contract Documents. No such provision or instruction shall be effective to assign to the Agency, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Services or any duty or authority to undertake responsibility inconsistent with the provisions of the Contract Documents.

1.5 Integration/Modification. The Contract Documents and any documents specifically incorporated by reference are completely integrated as the complete and exclusive statement of the terms of this Contract. This Contract supersedes all previous contracts,

agreements, and/or communications, both oral and written, and constitutes the entire understanding of Agency and CMAR. No extrinsic evidence whatsoever shall be admissible or used to explain or supplement the terms of this Contract, Contract Documents, or any items incorporated by reference. No changes, amendments or alterations shall be effective unless in writing, signed by both Parties, and unless provided otherwise by the Contract Documents.

2. CMAR Services, Responsibilities And Progression Of The Services.

2.1 Pre-Construction and Construction Phases. As described in greater detail herein, the Services provided by the CMAR for the Project shall consist of those performed at the Pre-Construction Phase and Construction Phase (each a "Phase" or collectively the "Phases"). CMAR shall not proceed with any work or any Phase, nor shall the CMAR be entitled to any compensation for any such work unless and until Agency issues a written Notice to Proceed for that Phase. In entering into this Contract, the Parties expressly agree that Agency is under no obligation to issue a Notice to Proceed for any specific Phase, and may or may not issue a Notice to Proceed for a specific Phase, in Agency's sole discretion.

2.2 Performance of the Services. CMAR promises and agrees, at its own cost and expense, to furnish to the Agency all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately perform the Services and complete the Project consistent with the requirements of the Contract Documents. The Pre-Construction Services and Construction Services are more particularly in the Contract Documents, including, without limitation, (**Attachment 1)** and (**Attachment 2)**.

2.3 Standard of Care. All of the Services during the Construction Phase shall be performed or provided by or under the control of an individual employed by the CMAR and who is a licensed general contractor under California law. CMAR shall provide the Services using its best professional skill and judgment, acting with due care and in accordance with professional standards of care, the terms hereof and applicable law, code, rule or regulation. CMAR's Services hereunder shall be provided and completed promptly and in such a manner as to avoid hindrance, interruption or delay to the orderly progress and timely completion of the CMAR's review of the Construction Documents and Project construction to permit occupancy of the Project in accordance with the Agency's objectives. CMAR warrants to Agency that the work will be of the highest quality and free from defects and that all work will conform with the requirements of the Contract Documents. CMAR shall supervise, inspect, and direct the Project competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Project in accordance with the Contract Documents. CMAR shall be solely responsible for the means, methods, techniques, sequences, and procedures of construction of the Project. CMAR shall perform, at its own cost and expense

and without reimbursement from the Agency, any services necessary to correct errors or omissions which are caused by the CMAR's failure to comply with the standard of care provided for herein.

2.4 Key Personnel. CMAR's key personnel are identified in **Attachment 6**.

2.5 Status of CMAR & Licensing

(a) **Independent CMAR**. CMAR, in the performance of this Contract, shall be and act as an independent contractor. CMAR understands and agrees that it and all of its employees shall not be considered officers, employees, agents, partner, or joint venture of the Agency, and are not entitled to benefits of any kind or nature normally provided employees of the Agency and/or to which Agency's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. CMAR shall assume full responsibility for payment of all federal, state and local taxes or contributions, including unemployment insurance, social security and income taxes with respect to CMAR's employees. In the performance of the work herein contemplated, CMAR is an independent contractor or business entity, with the sole authority for controlling and directing the performance of the details of CMAR's Work, Agency being interested only in the results obtained.

(b) **Classification of CMAR's License.** CMAR hereby acknowledges that it currently holds valid Contractor's license(s) issued by the State of California, Contractor's State Licensing Board, in accordance with division 3, chapter 9, of the Business and Professions Code and in the classification called for in the Contract Documents.

3. CMAR's Compensation.

3.1 Pre-Construction Phase Compensation.

(a) Agency shall pay CMAR a total not to exceed amount set forth in the CMAR's Cost Proposal Form attached here for performance of the Pre-Construction Services based on the work satisfactorily performed and approved by Agency pursuant to the Contract Documents including, without limitation, **Attachment 1** and **Attachment 2** and at the rates and manner set forth in **Attachment 9** to this Contract ("Pre-Construction Fee"). For the purposes of this Contract, the billing rates will remain effective through the entire term of this Contract.

(b) The Pre-Construction Fee includes all costs and expenses for all time and materials required and expended to provide the specific Preconstruction Services including but not limited to the costs of hiring sub-consultants, contractors and other professionals, review of the Project, Construction Documents, review and preparation of necessary documentation

relating to the development of the Project, all travel-related expenses, as well as for meetings with Agency and its representatives, long distance telephone charges, copying expenses, salaries of CMAR staff and employees working on the Project, overhead, and any other reasonable expenses incurred by CMAR in performance of the Preconstruction Services. Agency shall not be liable to CMAR for any costs or expenses paid or incurred by CMAR in performing the Services, except as expressly provided for in this Contract.

3.2 Construction Phase Compensation

CMAR expressly agrees and acknowledges that, as of the Effective Date, CMAR is not entitled to any compensation for Construction Services, and shall only be entitled to such compensation if (1) the Agency accepts the CMAR's proposal (as defined below; (2) the parties execute, and the Agency's governing body approves, the GMP amendment (as defined below); and (3) the Agency issues a Notice to Proceed for the construction phase. CMAR guarantees that the GMP is the maximum compensation that CMAR may be entitled to for construction phase, and that the GMP is prepared at the CMAR's risk such that CMAR shall not be entitled to any additional compensation for the construction phase unless otherwise provided by the contract documents.

(a) **GMP for Construction Phase.** CMAR' compensation for Construction Services shall be a not-to-exceed guaranteed maximum price as further described, and subject to, the limitations set forth below and as indicated in the Contract Documents ("Guaranteed Maximum Price" or "GMP"). As of the Effective Date, the GMP has not been agreed to by the Parties. If, during or after the completion of Preconstruction Services and CMAR's presentation of the GMP Proposal to Agency, Agency agrees to CMAR's GMP in the GMP Proposal, the Parties shall amend this Contract and replace this section with a not-to-exceed GMP for all CMAR's Construction Services for the Project, which shall be consistent with the structure, and subject to the limitations, set forth below.

3.3 Definitions for Guaranteed Maximum Price

(i) "Agency Contingency" or "Contingency" means an amount set by Agency that is part of the GMP and which Agency may use to pay for Change Orders for Construction Services, in Agency's sole and absolute discretion. The Agency Contingency shall be for the sole and exclusive use and benefit of Agency.

(ii) "CMAR's General Conditions" means the costs for activities, facilities, and services required to support the Construction Phase for the Project and manage the Project site, without mark-up, which shall include, without limitation, those items listed as "General Requirements" in the Construction Phase Fee Responsibility Matrix attached hereto as

Attachment 7 and shall not exceed the weekly rate included in the CMAR's Cost Proposal Form attached as **Attachment 10**.

(iii) "Construction Cost" means all of CMAR's actual and direct costs of any Construction Services performed, without mark-up. The Construction Cost includes, as applicable, the following:

(1) Total Subcontractor(s)' costs, fees and charges for Subcontractor performed Construction Services, including bond costs and insurance, and all other costs necessary for subcontractor(s) to perform Construction Services pursuant to the Contract Documents; and

(2) Total CMAR's costs, fees, charges for self-performed Construction Services and all other costs necessary for CMAR to perform such Construction Services pursuant to the Contract Documents; and

(3) The reimbursable Construction Cost includes all costs necessarily and properly incurred by the CMAR and Subcontractors to construct, test, and commission the Project, which is defined as all costs reasonably and properly incurred in performing the Work at competitive rates, and shall include those items identified in the Construction Phase Fee Responsibility Matrix attached hereto as **Attachment 7**.

(iv) The "Construction Cost" does not include: compensation for CMAR's General Conditions; CMAR's and Subcontractor's personnel stationed at the CMAR's and Subcontractor's principal or branch offices; overhead and general expenses except those provided for in Construction Cost; the cost of the CMAR's and Subcontractor's capital used in the performance of the Work; costs that would cause the GMP to be exceeded; discounts and rebates and the salvage value of tools and equipment consumed in the Work; costs incurred in performing call-back, repair and warranty work; discounts and rebates and the salvage value of tools and equipment consumed in the Work; costs due to the negligence, error, or omission of the CMAR or Subcontractor or to the failure of the CMAR or Subcontractor to fulfill a specific responsibility to the Agency set forth in this Contract Document; costs incurred as a result of a delay which does not constitute compensable delay under the General Conditions; costs incurred in the performance of the Pre-Construction Phase; any cost not specifically and expressly described as a reimbursable cost; and costs CMAR or Subcontractor is required to bear as a result of CMAR's or Subcontractor's failure to perform in accordance with the Contract Documents.

3.4 Components of Guaranteed Maximum Price. The GMP includes the following costs for Construction Services:

(a) **CMAR's General Conditions**. CMAR's General Conditions for the Construction Work, consistent with the detailed general conditions presented with CMAR's proposal.

(b) **Cost of Construction Work**. The Construction Cost for Construction Services performed by CMAR.

(c) **Mark-Ups.**

(i) **Fee for Overhead and Profit.** CMAR's Fee for Overhead and Profit shall be the percentage of the Construction Cost identified in CMAR's Cost Proposal Form attached hereto as **Attachment 10** ("Fee")**.** CMAR's Fee shall compensate the CMAR for all field and home office overhead, profit, and other costs and expenses not specifically included in the Construction Cost.

(ii) **Bonds**. CMAR's charge for Performance Bond and Payment Bond costs shall be the percentage of the Construction Cost identified in CMAR's Cost Proposal Form attached hereto as **Attachment 8.**

(iii) **Insurance.** CMAR's charge for insurance Costs shall be the percentage of the Construction Cost identified in CMAR's Cost Proposal Form attached hereto as **Attachment 10.**

(iv) **Mark-Up Inapplicable.** CMAR shall not apply any of the above-mark-ups to CMAR's General Conditions or the Agency Contingency.

(d) **Agency Contingency**.

(i) **Agency Contingency Calculation.** Agency Contingency shall be __ percent of the Construction Cost incurred by the CMAR. CMAR shall be entitled to the above stated mark-up on the Construction Cost for Construction Services paid for out of the Agency Contingency and shall be calculated at the percentage of the Construction Cost for which Contingency is used identified in CMAR's Cost Proposal Form attached hereto as **Attachment 10.**

(ii) **Use of Agency Contingency.** Agency Contingency shall be for the sole use of Agency in its absolute discretion and is included in the GMP. Agency Contingency may be used for any changes directed by Agency, including but not limited to, Change Orders, or for use any other use proposed by Agency, which may be accepted or denied in Agency's sole and absolute discretion. If CMAR desires to utilize the Agency Contingency, it may only propose to utilize the Agency Contingency for the following:

(1) Construction Work not shown or inferred on the Plans and Specifications but missing from bid packages;

(2) Expenditures directed by CMAR and agreed to by Agency, in its sole discretion, for the benefit of the Project;

(3) Coordination of installation tolerances between trades; and

(4) Acceleration of the Contract Time.

(iii) **Prohibited Contingency Use.** Agency Contingency may never be used for:

(1) Additional Pre-Construction Services;

(2) Additional or extended CMAR's general conditions, including Project management staff for construction Work;

(3) Weather protection for Work in place, or materials for the benefit of Subcontractors;

(4) Insurance co-pay costs;

(5) Replacing, correcting, or otherwise remedying defective or nonconforming Work as required by the Contract Documents;

(6) Any conflict, ambiguity, or increase in costs arising out of CMAR's error and omissions; and

(iv) Prior to performing any Work that CMAR intends to be paid for out of any portion of Agency Contingency, CMAR must submit to the Agency a written request for the CMAR's use of Agency Contingency, which is subject to review and approval by Agency in its sole and absolute discretion.

(e) **No Allowances.** CMAR shall not include any allowances in the GMP, unless expressly authorized in writing by Agency. If Agency approves the use of allowances, Agency shall be entitled to set the conditions for allowance use in its sole and absolute discretion.

3.5 Conditions Applicable to Guaranteed Maximum Price.

(a) CMAR guarantees that the final cost to construct the Project shall not exceed the GMP, subject to any additions or deductions as provided in the Contract Documents.

Except as otherwise provided in this Contract, CMAR shall assume the risk of all costs in excess of the GMP in the performance the Work and to provide a fully completed and successfully operational Project, complete in every detail according to the provisions of the Contract Documents and shall not be entitled to additional payments because of such excess costs. Should CMAR believe that it is entitled to additional compensation, whether money or time, it must request such compensation pursuant to the Contract Documents.

(b) The GMP includes and assumes that from time to time, CMAR will encounter delays and difficult site conditions arising from limited access to work areas, other interference, or conditions at the Project site. CMAR assumes full responsibility for its examination, investigation and understanding of the difficulties which may be encountered, and has included in its GMP the cost of any Work associated with such difficulties. To the extent the Design Documents are anticipated to require further development by the Architect, CMAR shall provide in the GMP for such further development consistent with the Contract Documents and reasonably inferable therefrom.

3.6 Adjustments to Guaranteed Maximum Price.

(a) The GMP reflected in the GMP Amendment shall not be modified except in the event of the following circumstances: (a) Agency directs and authorizes a change which is related solely to Agency discretionary changes (the foregoing excludes changes authorized by Agency resulting from errors, omissions or other deficiencies in the Design Documents or changes resulting from the acts, omissions or other conduct of the CMAR); (b) unanticipated field conditions which could not be reasonably foreseeable by the CMAR are encountered which requires changes; (c) changes are directed by a governmental agency with jurisdiction over the Project or portions thereof, which could not be reasonably foreseen or anticipated by the CMAR at the conclusion of the Pre-Construction Phase; (d) changes are necessitated by amendment(s) or enactment(s) of laws, rules, ordinances or regulations applicable to the Project or portions thereof which could not be reasonably anticipated or foreseen by the CMAR at the conclusion of the Pre-Construction Phase; or (e) changes resulting from emergencies not caused, in whole or in part, by the acts, omissions or other conduct of the CMAR or its employees, agents or representatives. Adjustments to the GMP shall be reflected in a written amendment to the GMP Amendment duly executed by Agency and the CMAR ("GMP Adjustment Amendments").

(b) Adjustments to the GMP on account of changes in the Work shall be determined as set forth in the Contract Documents, including, without limitation, the General Conditions in **Attachment 1**. In calculating adjustments to the GMP, the allowed costs shall mean the Construction Cost and the allowed mark-up shall mean the CMAR's Fee.

3.7 Escalation.

(a) **Escalation for CMAR's General Conditions**. If, and only if, there is an unreasonable delay in the issuance of a Notice to Proceed for the Construction Stage, and to the extent such delay constitutes a delay for which CMAR establishes it is entitled to compensation as set forth in the General Conditions, will CMAR be entitled to additional payment for escalation of CMAR's General Conditions. CMAR must demonstrate to the reasonable satisfaction of the Agency that specific, individual costs in CMAR's General Conditions have increased, and that those increases correspond to the change in the current Consumer Price Index of the Bureau of Labor Statistic (Construction) applicable to the geographic area in which the Project is located for the time period in which the delay occurred. CMAR shall only be entitled to the pro-rata difference between: (i) the price of each specific, individual costs of CMAR's General Conditions that CMAR demonstrated have escalated during the delay period; and (ii) the costs when the Parties initially established the GMP. Any additional compensation hereunder shall be conditioned upon CMAR's compliance with all applicable provisions of the Contract Documents related to adjustments to the GMP and Guaranteed Project Completion Date.

(b) **Subcontractor Escalation**. CMAR shall not be entitled to additional payment for Subcontractor performed Construction Services if the requested increase results from an escalation of Subcontractor costs compared to the Subcontractor's original bid during GMP preparation as set forth in the Contract Documents. CMAR shall be entitled to such escalation costs only if: (i) the Services are suspended consistent with the provisions of the Contract Documents; and/or (ii) there is a delay in the issuance of a Notice to Proceed by Agency, or such similar notice from CMAR to a Subcontractor not the fault of CMAR or a Subcontractor. In either event, CMAR must satisfy the requirements of the "Materials Escalation" section below if CMAR seeks escalation costs for materials. Any additional compensation hereunder shall be conditioned upon CMAR's compliance with all applicable provisions of the Contract Documents related to adjustments to the GMP and Guaranteed Completion Date. These provisions shall be included in any Subcontractor subcontract.

(c) **Materials Escalation**. CMAR may seek additional costs for escalation of materials after the establishment of the GMP, if, and only if, CMAR demonstrates **all** the following conditions are satisfied:

(i) **Condition 1**. CMAR establishes that the escalation was caused by: (i) a force majeure as identified in the General Conditions; or (ii) an event that would qualify as a delay for which CMAR is entitled to additional compensation;

(ii) **Condition 2**. The escalated cost did not result from any action of CMAR, including, without limitation, failing to properly or diligently plan, sequence, schedule, or coordinate the Services;

(iii) **Condition 3**. CMAR timely ordered and/or purchased the materials at issue;

(iv) **Condition 4**. CMAR's material costs, as reflected in Subcontractor bids, were reasonable at the time that CMAR solicited subcontractors during the Subcontractor Procurement Process;

(v) **Condition 5**. The escalation of a particular material is significant. The term "significant" herein shall mean when the price of an item increases by 3% or more from the later of the following: (i) the date the Parties execute the GMP Amendment; or (ii) the date that CMAR enters a subcontract with a Subcontractor purchasing the material or a contract with a supplier to furnish that material;

(vi) **Condition 6**. CMAR demonstrates an actual increase in the cost of materials after the Parties agreed to the GMP reflected in CMAR's material cost paid either at time of purchase or delivery, whichever is earlier;

(vii) **Condition 7**. An actual price increase has occurred and can be substantiated by the Engineering News-Record 20-City Average Material Cost Index for the material at issue that demonstrates the increase in price of the material during the period of the delay; and

(viii) **Condition 8**. CMAR complies with all procedures applicable to Change Orders or Claims.

If CMAR satisfies all these conditions, CMAR shall be entitled to compensation for demonstrated escalation costs. The escalation shall be calculated as the difference between the costs CMAR would have paid, and the escalated costs of materials. CMAR shall require that all subcontracts with Subcontractors include this provision, or that all Subcontractors review, acknowledge, and agree to these requirements.

3.8 CMAR Responsibility for Construction Costs Exceeding GMP. If the final accounting of the GMP shows that the final GMP exceeds the GMP as set forth in the GMP Amendment, including all adjustments to the GMP in accordance with this Contract, CMAR shall be solely responsible for all costs exceeding such amount.

3.9 Shared Cost Savings. If the final accounting of the GMP shows that the final GMP is less than the GMP as set forth in the GMP Amendment, including all adjustments to the GMP in accordance with this Contract, the difference shall be considered "savings" and shall be shared as follows: fifty percent (50%) to CMAR and fifty percent (50%) to Agency

3.10 Payment Terms

(a) **Payment of Compensation for Pre-Construction Services.**

(i) CMAR shall submit a monthly itemized statement of Preconstruction Services charges and expenses to Agency on the fifth (5th) day of each month. The itemized statement shall reflect the hours spent, or scopes of work performed, by CMAR in performing its Preconstruction Services, and, if applicable, the statements shall reflect expenses and materials, and the hourly charges shall not exceed the rates set forth in **Attachment 9**. The itemized statement shall show the days and hours worked each workday CMAR performs Preconstruction Services for the previous month.

(ii) Payment for the Preconstruction Services shall be made for all undisputed amounts in monthly installment payments within thirty (30) Days after CMAR submits an itemized statement to Agency for Preconstruction Services actually completed and after Agency's written approval of the Preconstruction Services, or the portion of the Preconstruction Services for which payment is to be made. Payment shall not constitute acceptance of any Pre-Construction Services completed by CMAR.

3.11 Payment of Compensation for Construction Services.

(a) **CMAR Monthly Payment Requests.**

(i) Pursuant to the General Conditions in **Attachment 1**, CMAR shall submit to Agency on forms approved by Agency a written request for payment of the GMP, together with such supporting data as Agency may request covering the amount of the Project work then completed. Unless specified otherwise, such request and supporting data shall be submitted by CMAR so that it is received by Agency no later than the last day of the month preceding the month in which payment will be made. In addition to any requirements included in the General Conditions in **Attachment 1**, CMAR shall submit with each Application for Payment:

(1) An invoice that includes, without limitation, the total contract value, total of additive and deductive Change Orders, total retention, and total Contingency use;

(2) An updated Schedule of Values;

(3) An updated Construction Schedule;

(4) A certification, under the penalty of perjury, that CMAR has completed and uploaded certified payroll to DIR; and

(5) Conditional and unconditional release of liens.

(ii) CMAR acknowledges that the GMP is to be administered on an open book arrangement relative to the costs of the Work. The payment request shall specify the percentage of completion (as of the end of the preceding month) of the work and compensation due CMAR. The payment request shall be supported by such data substantiating the CMAR's right to payment as Agency may require including but not limited to payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, Subcontractor payment requests submitted to CMAR, documentation supporting the Subcontractor's payment requests, and any other evidence required by Agency.

(iii) Upon Agency's approval, Agency will make a progress payment of the GMP to the CMAR in the amount of ninety-five percent (95%) of the estimated value of the Project work performed through the date of the payment request. CMAR shall then make payment to Subcontractors as required pursuant to the Subcontractor contracts and applicable law. Without limitation to any and all remedies available to Agency under law, equity and contract, Agency may withhold disputed retained amounts as provided for under law and the General Conditions.

(iv) Each Application for Payment shall be based on the most recent schedule of values submitted by CMAR in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that CMAR's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as Agency may require. This schedule, unless objected to by Agency, shall be used as a basis for reviewing CMAR's applications for payment. Applications for payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the application for payment. The percentage of completion shall be the percentage of that portion of the Work which CMAR has actually been completed.

(b) **Agency Payments of GMP.** Agency shall make payment to CMAR within thirty (30) days of receipt of an undisputed payment request or the resolution of any billing dispute. Agency may withhold a portion of an application for payment because of defective work

not remedied or unsatisfactory prosecution of the work by the CMAR. Agency will release any withheld funds upon CMAR satisfactorily remedying the issue that resulted in the withholding. Agency will not pay late fees to the CMAR on the compensation due CMAR under the terms of this Contract. Payment shall not constitute acceptance of any work completed by CMAR. The making of final payment shall not constitute a waiver of any claims by Agency for any reason whatsoever. The foregoing shall be in accordance with the General Conditions.

(c) **Payments to Subcontractors.** CMAR shall develop and implement procedures for submittal of applications for progress payments to CMAR by Subcontractors in accordance with the General Conditions and the review, processing and disbursement of progress payments to Subcontractors, along with associated forms and reporting systems. CMAR shall disburse progress payments due each Subcontractor within ten (10) Days of CMAR's receipt of payment from Agency, except to the extent that CMAR's payment of such amount or any portion thereof is subject to withholdings for a Stop Payment Notice, Prevailing Wage Rate violations or other withholdings of payment(s) due the Subcontractors under the terms of the subcontracts or by operation of law. CMAR shall indemnify Agency against any and all claims arising from or related to the failure of the CMAR to comply with the prompt payment requirements under the Public Contract Code.

4. Commencement and Time to Complete Services; Liquidated Damages.

4.1 Time to Complete Preconstruction Services. CMAR shall commence the performance of Pre-Construction Services upon Agency's issuance of a Notice to Proceed and shall complete the Pre-Construction Services, exclusive of Subcontractor procurement and GMP preparation, within 225 Calendar Days of Agency's issuance of the Notice to Proceed.

4.2 Time to Complete Construction Services.

(a) **Guaranteed Project Completion Date.** CMAR shall complete Construction Services within the Guaranteed Completion Date (as defined in the Scope of Services in **Attachment 2)**. As of the Effective Date, the Guaranteed Construction Completion Date has not been agreed to by the Parties. If, during or after the completion of Preconstruction Services and CMAR's presentation of the GMP Proposal to Agency, Agency agrees to CMAR's Guaranteed Construction Completion Date in the GMP Proposal, the Parties shall amend this Contract and replace this section with the Guaranteed Construction Completion Date set forth as the total number of Days CMAR in which CMAR shall complete Construction Services.

(b) **Commencement of Construction.** CMAR shall not commence the Construction Services until Agency executes the GMP Amendment and issues a Notice to Proceed with Construction. CMAR may request a Notice to Proceed with Construction prior to completion

of the 100% Construction Documents, and Agency may issue same, provided that CMAR shall not construct any portion of the Project until the design of such portion has been approved. The Guaranteed Completion Date shall run from the Notice to Proceed with Construction even if issued prior to completion of the 100% Construction Documents.

(c) **Liquidated Damages.** Time is of the essence. CMAR agrees that it shall be liable to Agency for liquidated damages in an amount of **Five Hundred Dollars ($500)** per day for each and every calendar day beyond the Guaranteed Completion Date that completion of the Project has not been achieved at the Project Site. If not completed by the Guaranteed Completion Date, it is understood that Agency will suffer damage, and that it is and will be difficult and/or impossible to ascertain and determine the actual damage which Agency will sustain in the event of and by reason of CMAR's failure to complete the work, and therefore CMAR shall pay to Agency the stipulated sum as fixed and liquidated damages and not as a penalty. Any money due or to become due CMAR may be retained to cover liquidated damages.

(d) **Adjustments to Guaranteed Completion Date.** The Guaranteed Completion Date shall be subject to amendment only if: (a) the GMP is modified in accordance with this Contract and the modified GMP directly affects the time for completion of Project construction; (b) Agency directs or authorizes the suspension of construction of the Project as a whole or in part and such directive or authorization actually delays the final completion of the Project; (c) Agency directs or authorizes delays to construction of the Project as a whole or in part and such directive or authorization actually delays final completion of the Project; or (d) completion of construction of the Project is delayed by the acts or omissions of Agency or its employees, agents or representatives. Adjustments to the Guaranteed Project Completion Date on account of the circumstance described above shall be reflected in GMP Adjustment Amendments duly executed by Agency and CMAR. CMAR acknowledges and agrees that the adjustment of Contract Time which does not have an effect on the final completion of the Project shall not be a basis for adjustment of the Guaranteed Project Completion Date.

5. <u>CMAR Notices of Adjustment.</u>

An express condition precedent to any obligation of Agency to consider or to adjust the GMP or the Guaranteed Completion Date is the CMAR's delivery of written notice to Agency no more than ten (10) days following the initial occurrence of a circumstance which the CMAR believes is justification for adjustment of the GMP or Guaranteed Completion Date. The failure of CMAR to deliver written notice to Agency of the occurrence of circumstances CMAR believes is justification for modification of the GMP or the Guaranteed Completion Date shall be deemed CMAR's waiver of any right to modification of the GMP or the Guaranteed Completion Date for such circumstances. If CMAR provides such written notice, Agency shall thereafter

promptly consider the request and equitably adjust the GMP or the Guaranteed Completion Date, as applicable. If the source or nature of a basis for adjustment of the GMP or the Guaranteed Completion Date is on-going, CMAR's delivery of written notice within the time set forth above after the Initial occurrence of such event shall be deemed sufficient notice.

6. Audit.

CMAR shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of CMAR transacted under this Contract. CMAR shall retain these books, records, and systems of account during the term of this Contract and for five (5) years thereafter. CMAR shall permit the Agency, its agent, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Contract. Audit(s) may be performed at any time, provided that the Agency shall give reasonable prior notice to CMAR and shall conduct audit(s) during CMAR's normal business hours, unless CMAR otherwise consents.

7. Insurance; Indemnification; Bonds.

For all phases of the Project, CMAR shall purchase and maintain insurance, and bonds as set forth below, in the Contract Documents, or as required by law.

7.1 CMAR Insurance. CMAR shall procure and maintain, at CMAR's expense, all insurance specified in the General Conditions. CMAR shall procure and maintain, at CMAR's expense, Professional Liability/Errors and Omissions Liability Insurance in an amount not less than $5 million per occurrence or claim and in the aggregate and meeting the general policy requirements set forth the General Conditions. With respect to Professional Liability, coverage must be maintained, and evidence provided, for five (5) years following the termination of this Contract.

7.2 Indemnity. CMAR shall indemnify Agency as specified in General Conditions.

7.3 Bonds. Upon execution of the GMP Amendment, CMAR shall provide performance and payment bonds on forms attached hereto. The penal sum of the payment and performance bonds shall be equal to the GMP. If construction is phased or staged with different GMPs established at different times, the penal sum of the bonds shall be increased at the start of each stage or phase based on the cumulative total value of all GMPs in effect.

8. Termination.

The following are applicable to the Pre-Construction Services only. Termination of the Construction Services shall be according the termination provisions in the General Conditions.

8.1 Without Cause by Agency. Agency may, at any time, with or without reason, terminate this Contract and compensate CMAR only for the Services satisfactorily rendered to the date of termination. Written notice by Agency shall be sufficient to stop further performance of Services by CMAR. Notice shall be deemed given when received by the CMAR or no later than three (3) Days after the day the notice was mailed, whichever is sooner.

8.2 Without Cause by CMAR. CMAR cannot terminate this Contract without cause.

8.3 With Cause by Agency. Agency may terminate this Contract upon giving of written notice of intention to terminate for cause. Cause shall include:

(a) material violation of this Contract by the CMAR; or

(b) any act by CMAR exposing the Agency to liability to others for personal injury or property damage; or

(c) CMAR is adjudged a bankrupt, CMAR makes a general assignment for the benefit of creditors or a receiver is appointed on account of CMAR's insolvency.

Written notice by Agency shall contain the reasons for such intention to terminate and unless within three (3) Days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Contract shall upon the expiration of the three (3) Days cease and terminate. In the event of this termination, the Agency may secure Pre-Construction Services from another contractor. If the expense, fees, and/or costs to the Agency exceeds the cost of providing the Pre-Construction Services pursuant to this Contract, the CMAR shall immediately pay the excess expense, fees, and/or costs to the Agency upon the receipt of the Agency's notice of these expense, fees, and/or costs. The foregoing provisions are in addition to and not a limitation of any other rights or remedies available to Agency.

8.4 With Cause by CMAR. CMAR may only terminate this Contract after giving written notice of intention to terminate for cause and the expiration of the time to cure. Cause shall only include:

(a) Material violation of this Contract by Agency, or

(b) Failure of Agency to timely pay undisputed CMAR invoices.

Written notice by CMAR shall contain the reasons for such intention to terminate and unless within thirty (30) Days after that notice the condition or violation shall cease, or satisfactory arrangements for the correction thereof be made, this Contract shall upon the expiration of the thirty (30) Days cease and terminate. During the thirty (30) Days the Inspector shall continue providing Pre-Construction Services to the Agency until the Contract ceases and terminates. In the event of this termination, the Agency may secure Pre-Construction Services from another contractor.

9. Work Product.

All original papers, maps, models, designs, studies, surveys, reports, data, notes, computer files, documents, drawings and other work product (collectively "Work Product") of CMAR produced by CMAR pursuant to this Contract, except documents which are required to be filed with public agencies, shall be deemed solely the property of Agency. CMAR will take such steps as are necessary to perfect or protect the ownership interest of Agency in such Work Product. Upon completion, expiration or termination of this Contract, CMAR shall turn over to Agency all such original Work Product in CMAR's possession or control.

10. General Provisions.

10.1 Notices. Any notice to be given by any Party hereunder must be given in writing and delivered in person, or by reputable nationwide overnight courier (e.g., Federal Express), or forwarded by certified or registered mail, postage prepaid, return receipt requested, at the address indicated below, unless the Party giving such notice has been notified, in writing, of a change of address:

Agency:
Zero Waste Sonoma
Executive Director
195 Concourse Blvd, Suite B
Santa Rosa, CA 94903

CMAR:
Swinerton Builders
Jeff Good, VP/Division Manager
15 Business Park Way, Suite 101
Sacramento, CA 95828

Any such notice is effective on the date on which such notice is delivered, if notice is given by personal delivery or overnight courier, or if notice is sent through the United States mail, on the date of actual delivery as shown by the addressee's receipt or upon the expiration of three (3) days following the date of mailing, whichever first occurs.

10.2 Conflicts. This Contract and its exhibits are intended to be complementary in nature; however, in the event of a conflict, the terms of this Contract shall control.

10.3 Separate Contracts. CMAR understands that this is not an exclusive contract and that Agency shall have the right to negotiate with and enter into separate contracts with others providing the same or similar services as those provided by CMAR as Agency desires.

10.4 Compliance. All work, labor and materials shall be done and provided in strict conformity with each of the following: (i) all laws, ordinances, codes, rules, regulations and standard specifications of governmental authorities having jurisdiction over CMAR's work; and (ii) this Contract. CMAR shall also comply, at CMAR's expense, with all requirements of inspectors of any governmental authority having jurisdiction over CMAR's work. CMAR will be responsible for securing any and all required governmental inspections and approvals for the work completed under this Contract.

10.5 Disputes. If any disputes should arise between the Parties concerning the work to be done under this Contract, the dispute shall be resolved in accordance with the dispute resolution procedures in the General Conditions.

10.6 Assignment and Subcontractors. CMAR shall not assign or subcontract any portion of the work to be performed under this Contract or any of the rights or obligations under this Contract, without the prior written consent of Agency, which consent may be withheld in Agency's sole and absolute discretion. Any attempted assignment in violation of the provisions of this paragraph shall be void ab initio. Subject to the foregoing, this Contract shall be binding upon the heirs, administrators, successors and assigns of Agency and CMAR.

10.7 Non-Liability of Agency Officials and Employees. No official or employee of Agency shall be personally liable to the CMAR in the event of any default or breach by Agency or for any amount which may become due to the CMAR or for any breach of the terms of this Contract.

10.8 Conflict of Interest. No director, officer or employee of Agency shall have any financial interest, direct or indirect, in this Contract nor shall any such director, officer or employee participate in any decision relating to this Contract which affects his/her financial interest or the financial interest of any corporation, partnership, entity or association in which he/she is directly or indirectly interested, in violation of any state or federal statute or regulation. The CMAR warrants that it has not paid or given and will not pay or give any third party any money or other consideration for obtaining this Contract.

10.9 Best Efforts. CMAR recognizes the relations of trust and confidence that are established by this Contract, and covenants with Agency to furnish his/her best skill and judgment, and to actively cooperate and assist in furthering the best interests of Agency in all matters pertaining to the work. CMAR agrees to furnish efficient business administration and capable supervision, and to use every effort to keep upon the work an adequate supply of workmen and materials in order to secure its execution in the most expeditious and economical manner consistent with Agency's best interests. CMAR's employees assigned to the work shall at all times be reasonably satisfactory to Agency.

10.10 Confidential Information. All information gained or Work Product produced by CMAR in the performance of this Contract will be considered confidential, unless such information is in the public domain. CMAR shall not release or disclose any such information or Work Product to persons or entities other than Agency without the prior written consent of the Agency, except as otherwise required by law. CMAR shall promptly notify Agency should CMAR, or its Representatives, be served summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, requests for admissions or other discovery request or court order from any third party regarding this Contract and the services performed under this Contract.

10.11 Amendment. This Contract may not be amended except by a subsequent writing which is signed by the Parties.

10.12 Cooperation. CMAR shall cooperate in the performance of work with Agency and all other agents.

10.13 Governing Law, Venue. This Contract shall be governed by and construed in accordance with the laws of the State of California. The Parties agree that any action or proceeding to enforce or relating to this Contract shall be brought exclusively in the federal or state courts located in Sonoma County, California, and the Parties hereto consent to the exercise of personal jurisdiction over them by any such courts for purposes of any such action or proceeding

10.14 Severability. If any provision of this Contract is found by a court of competent jurisdiction to be void, invalid or unenforceable, then the Parties agree that such invalidity or unenforceability shall have no effect whatsoever on the balance of this Contract.

10.15 Counterparts. This Contract may be signed and delivered in any number of counterparts, each of which, when signed and delivered, shall be an original, but all of which shall together constitute one and the same Contract.

10.16 Time is of the Essence. Time shall be of the essence as to all dates and times of performance contained in this Contract.

10.17 Authority to Execute. Each Party represents and warrants to the other Party that all necessary action has been taken by such Party to authorize the undersigned to execute this Contract and to bind it to the performance of its obligations hereunder.

10.18 Binding on Successors. All representations, covenants and warranties set forth in this Contract, by or on behalf of, or for the benefit of any or all of the Parties hereto, shall be binding upon and inure to the benefit of such Party, its successors and assigns.

10.19 Survival. All rights and obligations hereunder that by their nature are to continue after any expiration or termination of this Contract, including, but not limited to, the indemnification obligations, shall survive any such expiration or termination.

10.20 Third Party Rights. Nothing in this Contract shall be construed to give any rights or benefits to anyone other than Agency and the CMAR.

Signature Page To Construction Manager At-Risk Contract By And Between The Sonoma County Waste Management Agency also known as Zero Waste Sonoma And [*Insert***]**

IN WITNESS WHEREOF, the Parties hereby execute this Construction Manager At-Risk Contract as of the Effective Date.

Sonoma County Waste Management Agency a.k.a. Zero Waste Sonoma

By: _____
LESLIE LUKACS
ZWS EXECUTIVE DIRECTOR

ATTEST:

By: _____
[INSERT NAME]

APPROVED AS TO FORM:

By: _____
[INSERT NAME]

Swinerton Builders

By: _____
JEFFERY GOOD
VICE PRESIDENT/AREA DIRECTOR

AND

By: _____
NAME
TITLE

92
CMAR's License Number

1000002164
DIR Registration Number

Attachment 1
General Conditions

[Begins on the Following Page]

General Conditions

These General Conditions govern the Pre-Construction Phase, Construction Phase, and completion of the Project by the CMAR. Any term not defined in the Contract, or other Contract Documents, shall have the meaning set forth in Article 1 of the General Conditions.

ARTICLE 1 -Terms; Definitions

1.1 Defined Terms.

A. Whenever used in the Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined below, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. Act of God --An earthquake of magnitude of 3.5 or higher on the Richter scale or a tidal wave.

2. Additional Work -- New or unforeseen work will be classified as "Additional Work" when the Engineer determines that it is not covered by the Contract.

3. Applicable Laws -- The laws, statutes, ordinances, rules, codes, regulations, permits, and licenses of any kind, issued by local, state or federal governmental authorities or private authorities with jurisdiction (including utilities), to the extent they apply to the Work.

4. Change Order ("CO") -- A document that authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Time, issued in accordance with the Contract Documents and in the form contained in the Contract Documents.

5. Change Order Request ("COR") -- A request made by the Contractor for an adjustment in the Contract Price and/or Contract Times as the result of a Contractor-claimed change to the Work.

6. Contract -- The entire integrated written agreement between the Agency and Contractor concerning the Work. "Contract" may be used interchangeably with "Agreement" in the Contract Documents. The Contract supersedes prior

negotiations, representations, or agreements, whether written or oral, and includes all Contract Documents.

7. Contract Price -- Amount to be paid by the Agency to the Contractor as full compensation for the performance of the Construction Services and completion of the Work, subject to any additions or deductions as provided in the Contract Documents, and including all applicable taxes and costs. "Contract Price" may be used interchangeably with "Guaranteed Maximum Price" or "GMP" in the Contract Documents.

8. Contract Time -- The number of days or the dates stated in the Contract Documents to: achieve defined milestones, if any; and to fully complete the Work. "Contract Time" may be used interchangeably with "Guaranteed Completion Date" or "GCD" in the Contract Documents.

9. Contractor -- The individual or entity with which the Agency has contracted for performance of the Work. "Contractor" may be used interchangeably with "CMAR" in the Contract Documents.

10. Critical Supply Shortage -- An unusual shortage in materials that is (a) supported by documented proof that Contractor made every effort to obtain such materials from all available sources; (b) such shortage is due to the fact that such materials are not physically available from single or multiple sources or could have been obtained only at exorbitant prices entirely inconsistent with current and standard rates taking into account the quantities involved and the usual industry practices in obtaining such quantities; and (c) such shortages and the difficulties in obtaining alternate sources of materials could not have been known or anticipated by Contractor at the time it submitted its bid or entered the Contract. Market fluctuations in prices of materials, whether or not resulting from a Force Majeure Event, does not constitute a Critical Supply Shortage.

11. Day -- A calendar day of 24 hours measured from midnight to the next midnight.

12. Defective Work -- Work that is unsatisfactory, faulty, or deficient; or that does not conform to the Contract Documents; or that does not meet the requirements of any inspection, reference standard, test, or approval referenced in the Contract Documents.

13. Design Documents -- The Drawings, Specifications, calculations and other work product and instruments of service prepared by or on behalf of the Architect for

the Project and include without limitation surveys, soils reports, design/trade packages and other documents prepared for the Project by the Architect.

14. Drawings -- That part of the Design Documents prepared by of the Engineer of Record or Architect which graphically shows the scope, extent, and character of the Work to be performed by Contractor. Shop Drawings and other Contractor Submittals are not Drawings as so defined.

15. Engineer -- Whenever not qualified, shall mean the Agency Engineer or the Engineer authorized to act for and in behalf of the Agency, acting either directly or through properly authorized agents, such agents acting severally within the scope of the particular duties entrusted to them.

16. Engineer of Record -- The individual, partnership, corporation, joint venture, or other legal entity that prepares the Drawings. "Engineer of Record" may be used interchangeably with "Architect" in the Contract Documents.

17. Force Majeure Event -- An event that materially affects a party's performance and is one or more of the following: (1) Acts of God or other natural disasters occurring at the Site; (2) terrorism or other acts of a public enemy; (3) orders of governmental authorities (including, without limitation, unreasonable and unforeseeable delay in the issuance of permits or approvals by governmental authorities that are required for the Work); (4) pandemics, epidemics or quarantine restrictions; (5) strikes and other organized labor action occurring at the Site and the effects thereof on the Work, only to the extent such strikes and other organized labor action are beyond the control of Contractor and its Subcontractors, of every tier, and to the extent the effects thereof cannot be avoided by use of replacement workers; and (6) a Critical Supply Shortage. For purposes of this section, "orders of governmental authorities," includes ordinances, emergency proclamations and orders, rules to protect the public health, welfare and safety, and other actions of the Agency in its capacity as a municipal authority.

18. Hazardous Waste -- The term "Hazardous Waste" shall have the meaning provided in Section 104 of the Solid Waste Disposal Act (42 U.S.C. § 6903) as amended from time to time, or any substance or material identified as hazardous under any state or federal statute governing handling, disposal and/or cleanup of any such substance or material, whichever is more restrictive.

19. Holiday – Holidays occur on:

    New Year's Day - January 1
    Martin Luther King Day – Third Monday in January
    President's Day – Third Monday in February
    Memorial Day - Last Monday in May
    Independence Day - July 4
    Labor Day - First Monday in September
    Veteran's Day - November 11
    Thanksgiving Day - Fourth Thursday in November
    Friday after Thanksgiving
    Christmas Eve – December 24
    Christmas Day - December 25
    New Year's Eve – December 31

    If any Holiday listed above falls on a Saturday, Saturday and the preceding Friday are both Holidays. If the Holiday should fall on a Sunday, Sunday and the following Monday are both Holidays.

20. Notice of Completion -- The form which may be executed by the Agency constituting final acceptance of the Project.

21. Notice to Proceed -- A written notice given by the Agency to Contractor fixing the date on which the Contractor may proceed with a Phase and when the Contract Time will commence to run.

22. Project -- The total preconstruction services and construction of which the Work to be performed under the Contract Documents, may be the whole, or a part.

23. Record Drawings -- The record set of as-builts prepared by the Contractor during the Work in accordance with the requirements of the General Conditions.

24. Recyclable Waste Materials -- Materials removed from the Site which are required to be diverted to a recycling center rather than an area landfill. Recyclable Waste Materials include, but are not limited to, asphalt, concrete, brick, concrete block, and rock.

25. Sample -- A physical example furnished by the Contractor to illustrate materials, equipment or workmanship; to establish standards by which the Work will be judged.

26. Schedule of Submittals -- A schedule, prepared and maintained by Contractor, of required submittals and the time requirements to facilitate scheduled performance of related construction activities.

27. Shop Drawings -- All drawings, diagrams, illustrations, schedules, and other data or information which are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work.

28. Site -- Lands or areas indicated in the Contract Documents as being furnished by the Agency upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by the Agency which are designated for the use of Contractor.

29. Specifications -- That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.

30. Subcontractor -- An individual or entity other than a Contractor having a contract with any other entity than the Agency for performance of any portion of the Work at the Site.

31. Submittal -- Written and graphic information and physical samples prepared and supplied by the Contractor demonstrating various portions of the Work.

32. Supplier -- A manufacturer, fabricator, supplier, distributor, material man, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment used in the performance of the Work or to be incorporated in the Work.

33. Underground Facilities -- All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

34. Warranty -- A guarantee provided to the Agency by the Contractor that the Work will remain free of defects and suitable for its intended use for the period required

by the Contract Documents or the longest period permitted by the law of this state, whichever is longer.

35. Work -- The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

1.2 Terminology.

A. The words and terms below are not defined but, when used in the Contract Documents, have the indicated meaning.

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. Regardless of whether "furnish," "install," "perform," or "provide" is used in connection with services, materials, or equipment, an obligation of Contractor is implied.

B. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 - Preliminary Matters

2.1 Delivery of Contract Documents.

A. Within ten (10) Days after execution of the GMP Amendment, the Contractor shall furnish and file with the Agency the necessary performance bond, payment bond, and certificates of insurance and endorsements, if not already provided, as well as any other documents specified in the Contract Documents.

2.2 Bonds.

A. Prior to Contractor's commencement of Work during the Construction Phase, Contractor shall submit the bonds on the forms provided with the Contract Documents, duly executed by a responsible corporate surety admitted to transact surety business in the State of California, as defined in Code of Civil Procedure section 995.120, and listed in the United States Department of the Treasury circular entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," authorized to do business in the State of California and acceptable to the Agency conditioned upon the faithful performance by the Contractor of all requirements of the Contract Documents. Each of the bonds shall be in a sum no less than one hundred percent (100%) of the Contract Price.

2.3 Evidence of Insurance.

A. Prior to commencing any Work, the Contractor shall submit or cause to be submitted any and all certificates of insurance and endorsements, showing that the Contractor has the required insurance, to the attention of the Agency. Such insurance is to be provided at the sole cost and expense of the Contractor. No Work shall be performed until all of the required insurance has been received and approved.

2.4 Contractor's Failure to Perform.

A. Should Contractor fail to comply with timelines provided above, the Agency shall retain the right to rescind the GMP Amendment. If the Agency elects to accept bonds and insurance submitted late, the Contract Time will begin to run as of the date stated in the Notice to Proceed with Construction. However, the number of Days beyond the original ten (10) Days it took to receive the properly executed Contract and related items may be deducted from the Contract Time.

2.5 Commencement of Contract Times; Notice to Proceed.

A. Work shall commence within ten (10) Days of the date stated in the Notice to Proceed with Construction. The Contract Time shall begin to run on the date specified in the Notice to Proceed with Construction. No Work shall be done at the Site prior to the issuance of the Notice to Proceed with Construction.

2.6 Copies of Documents.

A. Contractor will be furnished, free of charge, five (5) copies of the Contract Documents. Additional copies may be obtained at cost of reproduction. Contractor shall maintain a clean, undamaged set of Contract Documents, including Submittals, at the Project site.

2.7 Substitution Requests, Schedule of Submittals, and Schedule.

A. Substitution Requests. Within thirty-five (35) Days of the GMP Amendment (unless otherwise specified in the Contract Documents), Contractor shall provide all substitution requests as further described in the General Conditions.

B. Schedule of Submittals. Within ten (10) Days after the issuance of the Notice of Proceed with Construction (unless otherwise specified in the Contract Documents), Contractor shall submit to the Agency a Schedule of Submittals that conforms with the requirements of the Contract Documents.

C. Schedule. Within ten (10) Days after the issuance of the Notice of Proceed with Construction (unless otherwise specified in the Contract Documents), the Contractor shall submit a construction schedule that conforms with the requirements of the Contract Documents.

2.8 Preconstruction Conference; Designation of Authorized Representatives.

A. Before any Work at the Site is started, a conference attended by the Agency, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to herein, procedures for handling Submittals and Shop Drawings, processing applications for payment, and maintaining required records. At this conference the Agency and Contractor each shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Such individuals shall have the authority to

transmit instructions, receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

2.9 Subcontractor Mobilization Meeting.

A. Prior to the start of each major Subcontractor, the Contractor, Subcontractor, and Engineer shall attend a pre-start meeting to discuss the schedule, coordination, procedures, and other administrative issues.

ARTICLE 3 -–Examination; General Provisions Regarding The Contract Documents

3.1 Examination of Drawings, Specifications, and Site of Work.

A. Examination of Contract Documents; Site. Before commencing any portion of the Work, Contractor shall again carefully examine all applicable Contract Documents, the Project Site, and other information given to Contractor as to materials and methods of construction and other Project requirements. Contractor shall immediately notify the Engineer of any potential error, inconsistency, ambiguity, conflict, or lack of detail or explanation. If Contractor performs, permits, or causes the performance of any Work which is in error, inconsistent or ambiguous, or not sufficiently detailed or explained, Contractor shall bear any and all resulting costs, including, without limitation, the cost of correction. In no case shall the Contractor or any Subcontractor proceed with Work if uncertain as to the applicable requirements.

B. Additional Instructions. After notification of any error, inconsistency, ambiguity, conflict, or lack of detail or explanation, the Engineer will provide any required additional instructions, by means of drawings or other written direction, necessary for proper execution of Work.

C. Quality of Parts, Construction and Finish. All parts of the Work shall be of the best quality of their respective kinds and the Contractor must use all diligence to inform itself fully as to the required construction and finish.

D. Contractor's Variation from Contract Document Requirements. If it is found that the Contractor has varied from the requirements of the Contract Documents including the requirement to comply with all Applicable Laws, the Engineer may at any time, before or after completion of the Work, order the improper Work removed, remade or replaced by the Contractor at the Contractor's expense.

3.2 Reporting and Resolving Discrepancies. The Contract Documents are intended to be fully cooperative and complementary. Before undertaking each part of the Work, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures therein and all applicable field measurements. Contractor shall promptly report in writing to the Agency any conflict, error, ambiguity, or discrepancy which Contractor discovers, should have discovered, or has actual knowledge of, and shall obtain a written interpretation or clarification from the Agency before proceeding with any Work affected thereby. If, during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (i) any Applicable Law, (ii) any standard, specification, manual, or code, or (iii) any instruction of any Supplier, then Contractor shall promptly submit a written Request for Information (RFI) to the Agency. Contractor shall not proceed with the Work affected thereby (except in an emergency) until an amendment or supplement to the Contract Documents has been issued by one of the methods indicated in the Contract Documents, and any Work performed by Contractor before receipt of an amendment or supplement shall be at Contractor's own risk.

3.3 Amending and Supplementing Contract Documents.

A. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof only by Change Order or written amendment to the Contract duly executed by the parties.

B. The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized at no cost to the Agency, by one or more of the following ways:

1. Agency's review of a Submittal, Shop Drawing, Sample or substitution request without exception (subject to the provisions of the Contract Documents); or

2. Agency's issuance of a response to an RFI.

C. However, no review or RFI response will reduce or modify the Contractor's obligation to fully satisfy and comply with the requirements of the Contract Documents.

3.4 Reuse of Documents.

A. Contractor and any Subcontractor or Supplier shall not:

1. Have or acquire any title to or ownership rights in any of the Drawings, Specifications, or other documents (or copies of any thereof) prepared by or bearing the seal of Engineer of Record or its consultants, including electronic media editions; or

2. Reuse any such Drawings, Specifications, other documents, or copies thereof on extensions of the Project or any other project without written consent of the Agency and Engineer of Record and specific written verification or adaptation by Engineer of Record.

B. The prohibitions of this Article will survive final payment or termination of the Contract. Nothing herein shall preclude Contractor from retaining copies of the Contract Documents for record purposes.

ARTICLE 4 - Indemnification; Insurance

4.1 Indemnification.

A. To the fullest extent permitted by law, Contractor shall immediately defend (with counsel of the Agency's choosing), indemnify and hold harmless the Agency, its officials, officers, employees, agents, and authorized volunteers, and each of them from and against:

1. Any and all claims, demands, causes of action, costs, expenses, injuries, losses or liabilities, in law or in equity, of every kind or nature whatsoever, but not limited to, injury to or death, including wrongful death, of any person, and damages to or destruction of property of any person, arising out of, related to, or in any manner directly or indirectly connected with the Work or this Contract, including claims made by subcontractors for nonpayment, including without limitation the payment of all consequential damages and attorney's fees and other related costs and expenses, however caused, regardless of whether the allegations are false, fraudulent, or groundless, and regardless of any negligence of the Agency or its officials, officers, employees, agents, or authorized volunteers (including passive negligence), except such loss or damages caused by the sole negligence or willful misconduct or active negligence of the Agency or its officials, officers, employees, or authorized volunteers.

2. Contractor's defense and indemnity obligation herein includes, but is not limited to damages, fines, penalties, attorney's fees and costs arising from claims under the Americans with Disabilities Act (ADA) or other federal or state disability access

or discrimination laws arising from Contractor's Work during the course of construction of the improvements or after the Work is complete, as the result of defects or negligence in Contractor's construction of the improvements.

3. Any and all actions, proceedings, damages, costs, expenses, fines, penalties or liabilities, in law or equity, of every kind or nature whatsoever, arising out of, resulting from, or on account of the violation of any governmental law or regulation, compliance with which is the responsibility of Contractor.

4. Any and all losses, expenses, damages (including damages to the Work itself), attorney's fees, and other costs, including all costs of defense which any of them may incur with respect to the failure, neglect, or refusal of Contractor to faithfully perform the Work and all of Contractor's obligations under Contract. Such costs, expenses, and damages shall include all costs, including attorney's fees, incurred by the indemnified parties in any lawsuit to which they are a party.

B. Contractor shall immediately defend, at Contractor's own cost, expense and risk, with the counsel of the Agency choosing, any and all such aforesaid suits, actions or other legal proceedings of every kind that may be brought or instituted against the Agency or its officials, officers, employees, agents, or authorized volunteers. Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the Agency or its officials, officers, employees, agents, or authorized volunteers, in any such suit, action or other legal proceeding. Contractor shall reimburse the Agency and its officials, officers, employees, agents, and authorized volunteers for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. The only limitations on this provision shall be those imposed by Civil Code section 2782.

C. The provisions of this Article shall survive the termination of this Contract howsoever caused, and no payment, partial payment, or acceptance of occupancy in whole or part of the Work shall waive or release any of the provisions of this Article. Contractor's obligation to indemnify the Agency shall not be restricted to insurance proceeds, if any, received by the Agency and its officials, officers, employees, agents, and authorized volunteers.

4.2 Insurance.

A. General Requirements. Contractor shall obtain, and at all times during performance of the Work of Contract, maintain all of the insurance described in this Article. Contractor shall not commence Work under this Contract until it has provided

evidence satisfactory to the Agency that it has secured all insurance required hereunder. Contractor shall not allow any Subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the Agency that the subcontractor has secured all insurance required under this Article. Failure to provide and maintain all required insurance shall be grounds for the Agency to terminate this Contract for cause. Contractor shall furnish the Agency with original certificates of insurance and endorsements effective coverage required by this Contract on forms satisfactory to the Agency. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms acceptable to the Agency. All certificates and endorsements must be received and approved by the Agency before Work commences.

B. Additional Insureds; Waiver of Subrogation. Agency, its officials, officers, employees, agents and authorized volunteers shall be named as Additional Insureds on Contractor's All Risk policy and on Contractor's and its Subcontractors' policies of Commercial General Liability and Automobile Liability insurance using, for Contractor's policy/ies of Commercial General Liability insurance, ISO CG forms 20 10 and 20 37 (or endorsements providing the exact same coverage, including completed operations), and, for Subcontractors' policies of Commercial General Liability insurance, ISO CG form 20 38 (or endorsements providing the exact same coverage). Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, all available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as Additional Insureds hereunder. All insurance coverage maintained or procured pursuant to this Contract shall be endorsed to waive subrogation against the Agency, its officers, officials, agents, employees or volunteers or shall specifically allow Contractor - or others providing insurance evidence in compliance with these specifications - to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the Agency, and shall require similar written express waivers and insurance clauses from each of its subcontractors. Copies of these waivers shall be submitted to the Agency prior to commencement of work.

C. Workers' Compensation Insurance. Contractor shall provide workers' compensation insurance for all of the employees engaged in Work under this Contract, on or at the Site, and, in case of any sublet Work, the Contractor shall require the subcontractor similarly to provide workers' compensation insurance for all the latter's employees as prescribed by State law. Any class of employee or employees not covered by a subcontractor's insurance shall be covered by the

Contractor's insurance. In case any class of employees engaged in work under this Contract, on or at the Site, is not protected under the Workers' Compensation Statutes, the Contractor shall provide or shall cause a subcontractor to provide, adequate insurance coverage for the protection of such employees not otherwise protected. The Contractor is required to secure payment of compensation to his employees in accordance with the provisions of section 3700 of the Labor Code. The Contractor shall file with the Agency certificates of his insurance protecting workers. Company or companies providing insurance coverage shall be acceptable to the Agency, if in the form and coverage as set forth in the Contract Documents.

D. Employer's Liability Insurance. Contractor shall provide Employer's Liability Insurance, including Occupational Disease, in the amount of at least one million dollars ($1,000,000.00) per person per accident. Contractor shall provide the Agency with a certificate of Employer's Liability Insurance. Such insurance shall comply with the provisions of the Contract Documents. The policy shall be endorsed, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement and contain a Waiver of Subrogation in favor of the Agency.

E. Commercial General Liability Insurance. Contractor shall provide "occurrence" form Commercial General Liability insurance coverage at least as broad as the most current ISO CGL Form 00 01, including but not limited to, premises liability, contractual liability, products/completed operations, personal and advertising injury which may arise from or out of Contractor's operations, use, and management of the Site, or the performance of its obligations hereunder. The policy shall not contain any exclusion contrary to this Contract including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 39); or (2) cross-liability for claims or suits against one insured against another. Policy limits shall not be less than $5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Defense costs shall be paid in addition to the limits.

1. Such policy shall comply with all the requirements of this Article. The limits set forth herein shall apply separately to each insured against whom claims are made or suits are brought, except with respect to the limits of liability. Further the limits set forth herein shall not be construed to relieve the Contractor from liability in excess of such coverage, nor shall it limit Contractor's indemnification obligations

to the Agency, and shall not preclude the Agency from taking such other actions available to the Agency under other provisions of the Contract Documents or law.

2. All general liability policies provided pursuant to the provisions of this Article shall comply with the provisions of the Contract Documents.

3. All general liability policies shall be written to apply to all bodily injury, including death, property damage, personal injury, owned and non-owned equipment, blanket contractual liability, completed operations liability, explosion, collapse, under-ground excavation, removal of lateral support, and other covered loss, however occasioned, occurring during the policy term, and shall specifically insure the performance by Contractor of that part of the indemnification contained in these General Conditions relating to liability for injury to or death of persons and damage to property.

4. If the coverage contains one or more aggregate limits, a minimum of 50% of any such aggregate limit must remain available at all times; if over 50% of any aggregate limit has been paid or reserved, the Agency may require additional coverage to be purchased by Contractor to restore the required limits. Contractor may combine primary, umbrella, and as broad as possible excess liability coverage to achieve the total limits indicated above. Any umbrella or excess liability policy shall include the additional insured endorsement described in the Contract Documents.

5. All policies of general liability insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

F. Automobile Liability Insurance. Contractor shall provide Automobile Liability Insurance at least as broad as ISO CA 00 01 (Any Auto) in the amount of, at least, two million dollars ($2,000,000) per accident for bodily injury and property damage. Such insurance shall provide coverage with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible, in a form and with insurance companies acceptable to the Agency. All policies of automobile insurance shall permit and Contractor does hereby waive any right of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss.

G. Builder's Risk ["All Risk"].

1. It is Contractor's responsibility to maintain or cause to be maintained Builder's Risk ["All Risk"] extended coverage insurance on all work, material, equipment, appliances, tools, and structures that are or will become part of the Work and subject to loss or damage by fire, and vandalism and malicious mischief, in an amount to cover 100% of the replacement cost. The Agency accepts no responsibility for the Work until the Work is formally accepted by the Agency. The Contractor shall provide a certificate evidencing this coverage before commencing performance of the Work.

2. The named insureds shall be Contractor, all Subcontractors of any tier (excluding those solely responsible for design work), Suppliers, and the Agency, its elected officials, officers, employees, agents and authorized volunteers, as their interests may appear. Contractor shall not be required to maintain property insurance for any portion of the Work following acceptance by the Agency.

3. Policy shall be provided for replacement value on an "all risk" basis. There shall be no coinsurance penalty provision in any such policy. Policy must include: (1) coverage for any ensuing loss from faulty workmanship, nonconforming work, omission or deficiency in design or specifications; (2) coverage against machinery accidents and operational testing; (3) coverage for removal of debris, and insuring the buildings, structures, machinery, equipment, materials, facilities, fixtures and all other properties constituting a part of the Project; (4) transit coverage, including ocean marine coverage (unless insured by the supplier), with sub-limits sufficient to insure the full replacement value of any key equipment item; and (5) coverage with sub-limits sufficient to insure the full replacement value of any property or equipment stored either on or off the Site. Such insurance shall be on a form acceptable to the Agency to ensure adequacy and sublimit.

4. In addition, the policy shall meet the following requirements:

a. Insurance policies shall be so conditioned as to cover the performance of any extra work performed under the Contract.

b. Coverage shall include all materials stored on site and in transit.

c. Coverage shall include Contractor's tools and equipment.

d. Insurance shall include boiler, machinery and material hoist coverage.

H. Professional Liability Insurance. All architects, engineers, consultants or design professionals retained by Contractor shall also procure and maintain, for a period of five (5) years following completion of the Contract, errors and omissions liability insurance with a limit of not less than $2,000,000 per occurrence. This insurance shall name the Agency, its directors, officials, officers, employees, agents and volunteers as additional and insureds with respect to Work performed, and shall otherwise comply with all requirements of this Section. Defense costs shall be paid in addition to the limits.

I. Contractor's Pollution Liability Coverage. Environmental Impairment Liability Insurance shall be written on a Contractor's Pollution Liability form or other form acceptable to the Agency providing coverage for liability arising out of sudden, accidental and gradual pollution and remediation. The policy limit shall be no less than $2,000,000 dollars per claim and in the aggregate. All activities contemplated in this Contract shall be specifically scheduled on the policy as "covered operations." The policy shall provide coverage for the hauling of waste from the Project site to the final disposal location, including non-owned disposal sites.

J. Contractor shall require all tiers of Subcontractors working under this Contract to provide the insurance required under this Article unless otherwise agreed to in writing by the Agency. Contractor shall make certain that any and all Subcontractors hired by Contractor are insured in accordance with this Contract. If any Subcontractor's coverage does not comply with the foregoing provisions, Contractor shall indemnify and hold the Agency harmless from any damage, loss, cost, or expense, including attorneys' fees, incurred by the Agency as a result thereof.

K. Notwithstanding the minimum limits set forth in this Contract for any type of insurance coverage, if Contractor maintains higher limits than the minimums shown above, the Agency requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Agency.

L. Form and Proof of Carriage of Insurance.

1. Any insurance carrier providing insurance coverage required by the Contract Documents shall be admitted to and authorized to do business in the State of California unless waived, in writing, by the Agency's Risk Manager. Carrier(s) shall have an A.M. Best rating of not less than an A:VII. Insurance deductibles or self-insured retentions must be declared by the Contractor. At the election of the

Agency the Contractor shall either 1) reduce or eliminate such deductibles or self-insured retentions, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses. If umbrella or excess liability coverage is used to meet any required limit(s) specified herein, the Contractor shall provide a "follow form" endorsement satisfactory to the Agency indicating that such coverage is subject to the same terms and conditions as the underlying liability policy.

2. Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or cancelled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Agency; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the Agency, its officials, officers, agents, employees, and volunteers.

3. The Certificates(s) and policies of insurance shall contain or shall be endorsed to contain the covenant of the insurance carrier(s) that it shall provide no less than thirty (30) days written notice be given to the Agency prior to any material modification or cancellation of such insurance. In the event of a material modification or cancellation of coverage, the Agency may terminate the Contract or stop the Work in accordance with the Contract Documents, unless the Agency receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. Contractor shall not take possession, or use the Site, or commence operations under this Contract until the Agency has been furnished original Certificate(s) of Insurance and certified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Article. The original endorsements for each policy and the Certificate of Insurance shall be signed by an individual authorized by the insurance carrier to do so on its behalf.

4. The Certificate(s) of Insurance, policies and endorsements shall so covenant and shall be construed as primary, and the Agency's insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.

5. Agency reserves the right to adjust the monetary limits and types of insurance coverages during the term of this Contract including any extension thereof if, in the Agency's reasonable judgment, the amount or type of insurance carried by the Contractor becomes inadequate.

6. Contractor shall report to the Agency, in addition to the Contractor's insurer, any and all insurance claims submitted by the Contractor in connection with the Work under this Contract.

7. Products/completed operations coverage shall extend a minimum of three years after the project completion. Coverage shall be included on behalf of the insured for covered claims arising out of the actions of independent contractors. If the insured is using subcontractors, the policy must include work performed "by or on behalf" of the insured. Policy shall contain no language that would invalidate or remove the insurer's duty to defend or indemnify for claims or suits expressly excluded from coverage. Policy shall specifically provide for a duty to defend on the part of the insurer. The Agency, its officers, officials, agents employees, and volunteers shall be included as insureds under the policy.

ARTICLE 5 - Contractor Responsibilities; Regulatory Requirements

5.1 Applicable Laws.

A. Contractor shall give all notices required by and shall comply with all Applicable Laws applicable to the performance of the Work. Except where otherwise expressly required by Applicable Laws, neither the Agency nor the Engineer shall be responsible for monitoring Contractor's compliance with any Applicable Laws. If Contractor performs any Work knowing or having reason to know that it is contrary to Applicable Laws, Contractor shall bear all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.

5.2 Permits and Licenses.

A. Agency will apply and pay for the review of necessary encroachment permits for Work within the public rights-of-way. All other necessary permits and licenses necessary for prosecution of the Work shall be secured and paid for by Contractor, including, but not limited to, permits, licenses and fees required by agencies with authority in the jurisdiction in which the Work will be located, unless otherwise

expressly provided by the Contract Documents. The Contractor shall arrange and pay for all off-site inspection of the Work related to permits and licenses, including certification, required by the Contract Documents or by governing authorities, except for such off-site inspections delineated as the Agency's responsibility pursuant to the Contract Documents. Before acceptance of the Work, the Contractor shall submit all licenses, permits, certificates of inspection and required approvals to the Agency.

5.3 Taxes.

A. Contractor shall pay all sales, consumer, use, and other similar taxes required to be paid in accordance with the Applicable Laws of the place of the Project which are applicable during the performance of the Work. In accordance with Revenue and Taxation Code section 107.6, the Contract Documents may create a possessory interest subject to personal property taxation for which Contractor will be responsible.

5.4 Traffic Control.

A. Traffic control plans, if required, shall be prepared at Contractor's expense. Traffic control shall be performed at Contractor's expense in accordance with the requirements of the Agency and/or the local agency with jurisdiction. Costs for traffic control plans, implementation of traffic control, or traffic signal services required by the Agency shall be included in the Contractor's Bid.

B. All warning signs and safety devices used by the Contractor to perform the Work shall conform to the requirements contained in the State of California, Department of Transportation's current edition of "Manual of Traffic Controls for Construction and Maintenance Work Zones" or to the requirements of the local agency. The Contractor shall also be responsible for all traffic control required by the agency having jurisdiction over the Project on the intersecting streets. Contractor must submit a traffic control plan to the agency having jurisdiction over the Project for approval prior to starting Work.

C. Contractor's representative on the Site responsible for traffic control shall produce evidence that he or she has completed training acceptable to the California Department of Transportation for safety through construction zones. All of the streets in which the Work will occur shall remain open to traffic and one lane of traffic maintained at all times unless otherwise directed by the agency of jurisdiction. Businesses and residences adjacent to the Work shall be notified forty-

eight (48) hours in advance of closing of driveways. The Contractor shall make every effort to minimize the amount of public parking temporarily eliminated due to construction in areas fronting businesses. No stockpiles of material will be allowed in traveled right-of-ways after working hours unless otherwise approved by the Engineer.

5.5 Safety.

A. Contractor shall be solely responsible for all safety precautions and programs in connection with the Work. Such responsibility does not relieve Subcontractors of their responsibility for the safety of persons or property in the performance of their work, nor for compliance with applicable safety laws. Contractor shall comply with all Applicable Laws relating to the safety of persons or property, or to the protection of persons or property from damage, injury, or loss; and shall erect and maintain all necessary safeguards for such safety and protection. Contractor shall notify owners of adjacent property and of Underground Facilities and other utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Applicable Laws.

B. Contractor shall maintain emergency first aid treatment for his employees which complies with the Federal Occupational Safety and Health Act of 1970 (29 U.S.C. § 651 *et seq*.), and California Code of Regulations, Title 8, Industrial Relations Division 1, Department of Industrial Relations, Chapter 4. The Contractor shall ensure the availability of emergency medical services for its employees in accordance with California Code of Regulations, Title 8, Section 1512. The Contractor shall submit an Illness and Injury Prevention Program and a Project Site specific safety program to the Agency prior to beginning Work. Contractor shall maintain a confined space program that meets or exceeds the Agency's standards. Contractor needs to make themselves aware of the Agency's safety policies and procedures, and shall meet or exceed all Agency standards in areas where the Agency must enter to perform inspections.

5.6 Hazardous Waste.

A. Agency shall not be responsible for any Hazardous Waste brought to the site by the Contractor. If the Contractor: (i) introduces and/or discharges a Hazardous Waste

onto the site in a manner not specified by the Contract Documents; and/or (ii) disturbs a Hazardous Material identified in the Contract Documents, the Contractor shall hire a qualified remediation contractor at Contractor's sole cost to eliminate the condition as soon as possible. Under no circumstance shall the Contractor perform Work for which it is not qualified. The Agency, in its sole discretion, may require the Contractor to retain at Contractor's cost an independent testing laboratory.

B. If Contractor encounters Hazardous Waste which may cause foreseeable injury or damage, Contractor shall immediately: (i) secure or otherwise isolate such condition; (ii) stop all Work in connection with such material or substance (except in an emergency situation); and (iii) notify the Agency (and promptly thereafter confirm such notice in writing). Agency shall contract for any services required to directly remove and/or abate Hazardous Waste, if required, and shall not require the Contractor to subcontract for such services. The Work in the affected area shall not thereafter be resumed except by written agreement of the Agency and Contractor.

C. Contractor shall indemnify and hold harmless the Agency from and against claims, damages, losses and expenses, arising from a Hazardous Waste on the Project Site, if such Hazardous Waste exceeded OSHA Permissible Exposure Levels or levels which would classify the material as a state of California or federal hazardous waste, and was either i) shown on the Contract Documents or information available to bidders; or (ii) brought to the site by Contractor. Nothing in this paragraph shall obligate the Contractor to indemnify the Agency in the event of the sole or active negligence or willful misconduct of the Agency, its officers, agents, or employees.

5.7 Sanitary Facilities.

A. Contractor shall provide sanitary temporary toilet buildings and hand washing facilities for the use of all workers. All toilets and hand washing facilities shall comply with Applicable Laws. Toilets shall be placed inside sealed secondary containment devices installed on a flat, level surface. Accumulated liquids in the secondary containment devices shall be properly removed and legally disposed without spillage onto the ground. Toilets shall be kept supplied with toilet paper and shall have workable door fasteners. Toilets and hand washing facilities shall be serviced no less than once weekly and shall be present in a quantity of not less than 1 per 20 workers as required by Cal/OSHA regulations. The toilets and hand washing facilities shall be maintained in a sanitary condition at all times. Use of toilet and

hand washing facilities in the Work under construction shall not be permitted. Any other sanitary facilities required by Cal/OSHA shall be the responsibility of the Contractor.

5.8 Dust Control.

A. Contractor, at its expense, shall maintain all excavations, embankments, haul roads, permanent access roads, plant sites, waste disposal areas, borrow areas, and all other work areas free from dust. Industry accepted methods of dust control suitable for the area involved, such as sprinkling, chemical treatment, light bituminous treatment or similar methods, will be permitted.

5.9 Air Pollution Control.

A. Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes. All containers of paint, thinner, curing compound, solvent or liquid asphalt shall be labeled to indicate that the contents fully comply with the applicable material requirements.

B. Without limiting the foregoing, Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the Air Quality Management District with jurisdiction over the Project and/or California Air Resources Board (CARB). Contractor shall specifically be aware of the application of these limits and requirements to "portable equipment", which definition includes any item of equipment with a fuel-powered engine. Contractor shall indemnify the Agency against any fines or penalties imposed by the air quality management district, CARB, or any other governmental or regulatory agency for its violations of Applicable Laws as well as those of its Subcontractors or others for whom Contractor is responsible under its indemnity obligations provided for in the Contract Documents.

5.10 Water Quality Management and Compliance.

A. Storm, surface, ground, nuisance, or other waters may be encountered at various times during construction of the Work. The Contractor hereby acknowledges that it has investigated the risk arising from such waters, has prepared its Bid accordingly, and assumes any and all risks and liabilities arising therefrom.

B. Contractor shall keep itself and all Subcontractors, staff, and employees fully informed of and in compliance with all local, state and federal laws, rules and regulations that may impact, or be implicated by the performance of the Work including, without limitation, all applicable provisions regulating discharges of storm water; the Federal Water Pollution Control Act (33 U.S.C. § 13000 et seq.); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); and any and all regulations, policies, or permits issued pursuant to any such authority. These include, but are not limited to California State Water Resources Control Board Order Number 2009-0009-DWQ (NPDES Permit No. CAS000002), as amended by Order Numbers 2010-0014-DWQ, 2012-0006-DWQ, and any subsequent amendment to or renewal thereof, State Water Resources Control Board Order No. 2013-0001-DWQ (NPDES Order No. CAS000004), Santa Ana Regional Water Quality Control Board No. R8-2010-0036 (NPDES No. CAS618036), and any amendment or renewal thereof.

C. Contractor shall comply with all conditions of the State Water Resources Control Board National Pollutant Discharge Elimination System General Permit for Waste Discharge Requirements for Discharges of Storm Water Runoff Associated with Construction Activity ("Construction General Permit") for all construction activity which results in the disturbance of in excess of one acre of total land area or which is part of a larger common area of development or sale. Contractor shall comply with the lawful requirements of the Agency, and any other applicable municipality, drainage district, or other local agency with jurisdiction over the location where the Work is to be conducted, regarding discharges of storm water to separate storm drain systems or other watercourses under their jurisdiction, including applicable requirements in municipal storm water management programs.

D. Failure to comply with the Construction General Permit, laws, regulations, and ordinances listed in this Article is a violation of federal and state law. Notwithstanding any other indemnity contained in these Contract Documents, Contractor agrees to indemnify and hold harmless the Agency, its officials, officers, agents, employees and authorized volunteers from and against any and all claims, demands, fees, costs, expenses, or losses or liabilities of any kind or nature which the Agency, its officials, officers, agents, employees and authorized volunteers may sustain or incur for noncompliance with the Construction General Permit, laws, regulations, and ordinances listed above, arising out of or in connection with the Work, except for liability resulting from the sole established negligence, willful misconduct or active negligence of the Agency, its officials, officers, agents, employees or authorized volunteers. The Agency reserves the right to defend any

enforcement action or civil action brought against the Agency for Contractor's failure to comply with any applicable water quality law, regulation, or policy. Contractor hereby agrees to be bound by, and to reimburse the Agency for the costs associated with, any settlement reached between the Agency and any relevant enforcement entity.

5.11 Environmental Quality Protection.

A. Contractor shall comply with all requirements of applicable federal, state, and local environmental rules and regulations. Any infractions of said rules and regulations by the Contractor during the term of the Contract, which result in penalties, will be the responsibility of the Contractor. The Agency operates under a number of environmental permits issued by various agencies. If due to an action, inaction, or negligence by the Contractor, the Agency becomes subject to non-compliance penalties, the cost of such penalties shall be borne by the Contractor.

B. Contractor shall exercise care to preserve the natural landscape and vegetation, and shall conduct operations so as to prevent unnecessary destruction, scarring, or defacing of the natural surroundings in the vicinity of the Work. Movement of crews and equipment within the rights-of-way and over routes provided for access to the Work shall be performed in a manner to prevent damage to property. When no longer required, construction roads shall be restored to original contours. Upon completion of the Work, and following removal of construction facilities and required cleanup, land used for construction purposes and not required for the completed installation shall be scarified and regraded, as required, so that all surfaces are left in a condition that will facilitate natural revegetation, provide for proper drainage, and prevent erosion.

C. If, in the performance of the Work, evidence of the possible occurrence of any Federally listed threatened or endangered plant or animal is discovered, the Contractor shall notify the Agency immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to Agency within two (2) Days. The Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the endangered plant or animal. If directed by the Agency, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Any Agency directed changes to the Work as a result of a siting will be pursuant to the Contract Documents. Any costs or

delays incurred by Agency or the Contractor due to unreasonable or false notification of an endangered plant or animal will be borne by the Contractor.

D. If, in the performance of the Work, Contractor should unearth cultural resources (for example, human remains, animal bones, stone tools, artifacts and/or midden deposits) through excavation, grading, watering or other means, the Contractor shall notify the construction/archeological monitor and/or the Agency immediately, giving the location and nature of the findings. Written confirmation of the evidence, location and nature of the findings shall be forwarded to the construction/archeological monitor and/or Agency within two (2) Days. Contractor shall immediately cease all construction activities in the immediate area of the discovery to the extent necessary to protect the cultural resource. If directed by the Agency, Contractor will refrain from working in the immediate area, suspend the Work in its entirety, or re-sequence and/or alter its performance to ensure full compliance with all applicable permits, laws and regulations. Should the presence of cultural resources be confirmed, the Contractor will assist the Agency and the construction/archeological monitor in the preparation and implementation of a data recovery plan. The Contractor shall provide such cooperation and assistance as may be necessary to preserve the cultural resources for removal or other disposition. Any Agency directed changes to the Work as a result of the cultural resource will be pursuant to the Contract Documents. Should Contractor, without permission, injure, destroy, excavate, appropriate, or remove any cultural resource on or adjacent to the Site, it will be subject to disciplinary action, arrest and penalty under applicable law. Contractor shall be principally responsible for all costs of mitigation and/or restoration of cultural resources related to the unauthorized actions identified above. Contractor shall be required to pay for unauthorized damage and mitigation costs to cultural resources (historical and archeological resources) as a result of unauthorized activities that damage cultural resources and shall indemnify Agency pursuant to the Contract Documents.

5.12 Noise Restrictions.

A. Contractor shall use only such equipment on the Work and in such state of repair so that the emission of sound therefrom is within the noise tolerance level of that equipment as established by Cal/OSHA. Contractor shall comply with the most restrictive of the following: (1) local sound control and noise level rules, regulations and ordinances and (2) the requirements contained in these Contract Documents, including hours of operation requirements. No internal combustion engine shall be operated on the Project without a muffler of the type recommended by the

manufacturer. Should any muffler or other control device sustain damage or be determined to be ineffective or defective, the Contractor shall promptly remove the equipment and shall not return said equipment to the job until the device is repaired or replaced. Said noise and vibration level requirements shall apply to all equipment on the job or related to the job, including but not limited to, trucks, transit mixers or transit equipment that may or may not be owned by the Contractor.

5.13 Diversion of Recyclable Waste Material.

A. In compliance with the applicable Agency's waste reduction and recycling efforts, Contractor shall divert all Recyclable Waste Materials to appropriate recycling centers as required for compliance with the local jurisdiction's waste diversion ordinances. Contractor will be required to submit weight tickets and written proof of diversion with its monthly progress payment requests. Contractor shall complete and execute any certification forms required by the Agency or other applicable agencies to document Contractor's compliance with these diversion requirements. All costs incurred for these waste diversion efforts shall be the responsibility of the Contractor.

5.14 Workers; Contractor's Supervision.

A. Contractor shall be an independent contractor for the Agency and not an employee. Contractor understands and agrees that it and all of its employees shall not be considered officers, employees, or agents of the Agency and are not entitled to benefits of any kind normally provided employees of the Agency, including but not limited to, state unemployment compensation or workers' compensation. Contractor assumes full responsibility for the acts and omissions of its employees or agents related to the Work.

B. By executing the Contract, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time, and shall require all Subcontractors, sub-subcontractors and consultants to comply with the same. Each person executing this Contract on behalf of Contractor verifies that he or she is a duly authorized officer of Contractor and that any of the following shall be grounds for the Agency to terminate the Contract for cause: (1) failure of the Contractor or its Subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in this Article; (2) any misrepresentation or material omission concerning compliance with such requirements; or (3) failure to

immediately remove from the Work any person found not to be in compliance with such requirements.

C. Contractor shall at all times enforce strict discipline and good order among its employees. Contractor shall not employ on the Project any unfit person or any one not skilled in the Work assigned to him or her. Any person in the employ of the Contractor whom the Agency may deem incompetent or unfit shall be dismissed from the Work and shall not be employed on this Project.

D. Contractor shall continuously keep at the Project site, a competent and experienced full-time Project superintendent acceptable to the Agency. Superintendent must be able to proficiently speak, read and write in English and shall have the authority to make decisions on behalf of the Contractor. Contractor shall continuously provide efficient supervision of the Project.

5.15 Labor.

A. Hours of Work.

1. As provided in Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code, Contractor stipulates that eight (8) hours of labor shall constitute a legal day's work. The time of service of any worker employed at any time by the Contractor or by any subcontractor on any subcontract under this Contract upon the Work or upon any part of the Work contemplated by this Contract is limited and restricted to eight (8) hours during any one calendar day and 40 hours during any one calendar week, except as hereinafter provided. Notwithstanding the provisions herein above set forth, work performed by employees of Contractor in excess of eight (8) hours per day, and 40 hours during any one week, shall be permitted upon this public work upon compensation for all hours worked in excess of eight (8) hours per day at not less than one and one-half times the basic rate of pay.

2. Contractor and every Subcontractor shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed in connection with the Work or any part of the Work contemplated by this Contract. The record shall be kept open at all reasonable hours to the inspection of the Agency and to the Division of Labor Law Enforcement, Department of Industrial Relations of the State of California.

3. Contractor shall pay to the Agency a penalty of twenty-five dollars ($25.00) for each worker employed in the execution of this Contract by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any calendar day and 40 hours in any one calendar week in violation of the provisions of Article 3 (commencing at section 1810), Chapter 1, Part 7, Division 2 of the Labor Code.

4. Any work necessary to be performed after regular working hours, or on Saturdays and Sundays or other holidays, shall be performed without additional expense to the Agency.

5. It shall be unlawful for any person to operate, permit, use, or cause to operate any of the following at the Project Site, other than between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, with no Work allowed on Holidays, unless otherwise approved by the Agency:

a. Powered Vehicles

b. Construction Equipment

c. Loading and Unloading Vehicles

d. Domestic Power Tools

B. Payroll Records; Labor Compliance.

1. Pursuant to Labor Code section 1776, Contractor and all Subcontractors shall maintain weekly certified payroll records, showing the names, addresses, Social Security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by them in connection with the Work under this Contract. Contractor shall certify under penalty of perjury that records maintained and submitted by Contractor are true and accurate. Contractor shall also require Subcontractor(s) to certify weekly payroll records under penalty of perjury.

2. In accordance with Labor Code section 1771.4, the Contractor and each Subcontractor shall furnish the certified payroll records directly to the Department of Industrial Relations ("DIR") on the specified interval and format prescribed by the DIR, which may include electronic submission. Contractor shall comply with all requirements and regulations from the DIR relating to labor

compliance monitoring and enforcement. The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3. Any stop orders issued by the DIR against Contractor or any Subcontractor that affect Contractor's performance of Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay subject to any applicable liquidated damages and shall not be compensable by the Agency. Contractor shall defend, indemnify and hold the Agency, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the DIR against Contractor or any Subcontractor.

4. The payroll records described herein shall be certified and submitted by the Contractor at a time designated by the Agency. The Contractor shall also provide the following:

a. A certified copy of the employee's payroll records shall be made available for inspection or furnished to such employee or his or her authorized representative on request.

b. A certified copy of all payroll records described herein shall be made available for inspection or furnished upon request of the DIR.

5. Unless submitted electronically, the certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement ("DLSE") of the DIR or shall contain the same information as the forms provided by the DLSE.

6. Any copy of records made available for inspection as copies and furnished upon request to the public or any public agency, the Agency, the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement shall be marked or obliterated in such a manner as to prevent disclosure of an individual's name, address and social security number. The name and address of the Contractor awarded the Contract or performing the Contract shall not be marked or obliterated.

7. In the event of noncompliance with the requirements of this Article, the Contractor shall have ten (10) Days in which to comply subsequent to receipt of written notice specifying in what respects the Contractor must comply with this

Article. Should noncompliance still be evident after such 10-day period, the Contractor shall pay a penalty of one hundred dollars ($100.00) to the Agency for each calendar day, or portion thereof, for each worker, until strict compliance is effectuated. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payment then due.

8. The responsibility for compliance with this Article shall rest upon the Contractor.

C. Prevailing Rates of Wages.

1. Contractor is aware of the requirements of Labor Code sections 1720 *et seq.* and 1770 *et seq.*, as well as California Code of Regulations, Title 8, Section 16000 *et seq.* ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Since this Project involves an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall obtain a copy of the prevailing rates of per diem wages at the commencement of this Contract from the website of the Division of Labor Statistics and Research of the Department of Industrial Relations located at www.dir.ca.gov. In the alternative, the Contractor may view a copy of the prevailing rate of per diem wages which are on file at the Agency and shall be made available to interested parties upon request. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the Project available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the Agency, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or allege failure to comply with the Prevailing Wage Laws.

2. Contractor shall forfeit as a penalty to the Agency not more than Two Hundred Dollars ($200.00), pursuant to Labor Code section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rate as determined by the Director of the DIR for such work or craft in which such worker is employed for any public work done under the Contract by it or by any Subcontractor under it. The difference between such prevailing wage rate and the amount paid to each worker for each calendar day or portion thereof, for which

each worker was paid less than the prevailing wage rate, shall be paid to each worker by the Contractor.

3. Contractor shall post, at appropriate conspicuous points on the Project Site, a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned.

D. Public Works Contractor Registration. Pursuant to Labor Code sections 1725.5 and 1771.1, the Contractor and its Subcontractors must be registered with the DIR prior to the execution of a contract to perform public works. By entering into this Contract, Contractor represents that it is aware of the registration requirement and is currently registered with the DIR. Contractor shall maintain a current registration for the duration of the Project. Contractor shall further include the requirements of Labor Code sections 1725.5 and 1771.1 in any subcontract and ensure that all Subcontractors are registered at the time this Contract is entered into and maintain registration for the duration of the Project. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1.

E. Employment of Apprentices. Contractor and all Subcontractors shall comply with the requirements of Labor Code sections 1777.5 and 1777.6 in the employment of apprentices. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices. Knowing violations of Labor Code section 1777.5 will result in forfeiture not to exceed one hundred dollars ($100.00) for each calendar day of non-compliance pursuant to Labor Code section 1777.7.

F. Nondiscrimination/Equal Employment Opportunity. Pursuant to Labor Code section 1735 and other applicable provisions of law, the Contractor and its Subcontractors shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law on this Project. The Contractor will take affirmative action to insure that employees are treated during employment or training without regard to their race, religious creed, color, national origin, ancestry,

physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, or any other classifications protected by law.

G. Debarment of Contractors and Subcontractors. Contractors or Subcontractors may not perform work on a public works project with a subcontractor who is ineligible to perform work on a public project pursuant to Labor Code section 1777.1 or 1777.7. Any contract on a public works project entered into between a contractor and a debarred subcontractor is void as a matter of law. A debarred subcontractor may not receive any public money for performing work as a subcontractor on a public works contract. Any public money that is paid, or may have been paid to a debarred subcontractor by a contractor on the project shall be returned to the Agency. The Contractor shall be responsible for the payment of wages to workers of a debarred subcontractor who has been allowed to work on the Project.

5.16 Subcontracts.

A. Contractor agrees to bind every Subcontractor to the terms of the Contract Documents as far as such terms are applicable to Subcontractor's portion of the Work. Contractor shall be as fully responsible to the Agency for the acts and omissions of its Subcontractors and of persons either directly or indirectly employed by its Subcontractors, as Contractor is for acts and omissions of persons directly employed by Contractor. Nothing contained in these Contract Documents shall create any contractual relationship between any Subcontractor and the Agency. The Agency reserves the right to accept all Subcontractors. The Agency's acceptance of any Subcontractor under this Contract shall not in any way relieve Contractor of its obligations in the Contract Documents. Prior to substituting any Subcontractor listed in the Bid Forms, Contractor must comply with the requirements of the Subletting and Subcontracting Fair Practices Act pursuant to California Public Contract Code section 4100 et seq.

5.17 Progress Meetings.

A. Contractor shall schedule and hold regular progress meetings at least weekly and at other times as requested by Engineer or as required by progress of the Work. The Contractor and Agency shall attend each meeting. Contractor may at its discretion request attendance by representatives of its Suppliers, manufacturers, and other Subcontractors. The Agency will preside at the progress meetings and will arrange for keeping and distributing the minutes. The purpose of the meetings is to review the progress of the Work, maintain coordination of efforts, discuss changes in scheduling, and resolve other problems which may develop. During each meeting,

the Contractor shall present any issues which may impact its progress with a view to resolve these issues expeditiously.

5.18 Submittals

A. Schedule of Submittals. Within five (5) Days after the Notice to Proceed with the Construction Phase (unless otherwise specified in the Contract Documents), Contractor will prepare and deliver a Schedule of Submittals to the Agency that has been fully integrated with the progress schedule and identifies each Submittal required by the Contract Documents as well as the date on which Contractor will deliver each Submittal to the Agency. Each Submittal must be delivered to the Agency at least thirty (30) Days prior to the date the material or equipment is scheduled to be incorporated into the Work. The Contractor is responsible for any schedule delays resulting from the Submittal process.

B. Submittal Procedures.

1. Contractor will follow the following procedures for each Submittal, Shop Drawing and Sample required by the Contract Documents:

   a. Submittals must be transmitted electronically.

   b. Transmittals will be sequentially numbered. Contractor to mark revised Submittals with original number and sequential alphabetic suffix.

   c. Each Submittal will identify the Project, Contractor, Subcontractor and Supplier, pertinent Drawing and detail number, and Specification Section number appropriate to Submittal.

   d. By transmitting a Submittal, Contractor certifies it has reviewed and approved each Submittal, verified products required, field dimensions, adjacent construction Work, and that coordination of information is according to requirements of the Work and Contract Documents.

   e. Identify variations in Contract Documents and product or system limitations that may differ and/or be detrimental to successful performance of completed Work.

   f. When Submittal is revised for resubmission, Contractor shall promptly address the Agency's comments and resubmit. Contractor shall identify changes made since previous submission.

g. Agency's review of Shop Drawings shall not relieve Contractor from responsibility for deviations from the Contract Documents unless Contractor has, in writing, called the Agency's attention to such deviations at time of submission and the Agency has taken no exception to the deviation. The Agency's review of Shop Drawings shall not relieve Contractor from responsibility for errors in Shop Drawings.

h. Submittals not required by the Contract Documents or requested by the Agency will not be acknowledged or processed.

i. Incomplete Submittals will not be reviewed by the Agency. Delays resulting from incomplete Submittals are not the responsibility of the Agency.

j. Contractor shall not be entitled to any extension of the Contract Times as a result of the Submittal process.

k. Contractor shall allow a minimum of 20 working days for review of Submittals unless otherwise specified in the Contract Documents.

2. Where a Submittal, Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to the Agency review and approval of the pertinent submittal will be performed at the risk and sole expense and responsibility of Contractor.

C. Schedule Milestone for Submittals. Contractor must submit all Submittals required by the Contract Documents in accordance with the Schedule of Submittals. If Contractor fails to submit the Submittals in accordance with the Schedule of Submittals, Contractor will be solely liable for any delays or impacts caused by the delayed Submittal, whether direct or indirect. Contractor will be liable for the time calculated from the date the Submittal is due until the date a compliant Submittal is made. A compliant Submittal will be one that is complete and satisfies the requirements of the Contract Documents.

5.19 Shop Drawings and Sample Submittal Procedures.

A. Before submitting each Shop Drawing or Sample, Contractor shall have:

1. Reviewed and coordinated each Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;

2. Determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

3. Determined and verified the suitability of all materials offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

4. Determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

B. With each Submittal, Contractor shall give the Agency specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be both a written communication separate from the Shop Drawings or Sample Submittal and, in addition, a specific notation made on each Shop Drawing or Sample submitted to the Agency for review and approval of each such variation.

C. Shop Drawings.

1. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show the Agency the services, materials, and equipment Contractor proposes to provide and to enable the Agency to review the information for assessing conformance with information given and design concept expressed in Contract Documents.

2. When required by individual Specification sections, provide Shop Drawings signed and sealed by a professional engineer responsible for designing components shown on Shop Drawings. Shop Drawings must include signed and sealed calculations to support design in a form suitable for submission to and approval by authorities having jurisdiction.

3. Shop Drawings for steel structures shall consist of shop details, erection and other working Drawings showing details, dimensions, sizes of members and other information necessary for the complete fabrication and erection of the metal work.

4. Shop Drawings of concrete structures shall consist of such detailed drawings as may reasonably be required for the successful prosecution of the Work and which

are not included in the Drawings furnished by the Engineer. These may include drawings for false work, bracing, centering and form work, masonry layout diagrams, and diagrams for bent reinforcement.

5. Contractor shall make revisions and provide additional information when required by authorities having jurisdiction.

D. Samples. Clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as required to enable the Agency to review the submittal for assessing conformance with information given and design concept expressed in Contract Documents. Samples should be of appropriate size and detail to assess functional, aesthetic, color, texture, patterns and finish selection.

E. Agency's Review.

1. Agency will review Shop Drawings and Samples in accordance with the Schedule of Submittals. The Agency's review and acceptance will be only to determine if the items covered by the Submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Agency review and approval will not extend to means, methods, techniques, sequences, or procedures of construction (except where a particular means, method, technique, sequence, or procedure of construction is specifically and expressly called for by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.

3. Agency's review and acceptance shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless the Agency has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample.

F. Resubmittal Procedures. Contractor shall make corrections required by the Agency and shall return corrected Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by the Agency on previous Submittals.

5.20 Record ("As-Built") Drawings.

A. Contractor shall maintain one record set of Contract Documents at the Site or digitally in an acceptable format. On these, it shall mark all Project conditions, locations, configurations, and any other changes or deviations which may vary from the information represented in the original Contract Documents, including buried or concealed construction and utility features which are revealed during the course of construction. Special attention shall be given to recording the horizontal and vertical location of all buried utilities that differ from the locations indicated, or which were not indicated on the Drawings. For all Projects involving the installation of any pipeline, Contractor shall survey and record the top of the pipe at a minimum of every 100 linear feet, and at each bend, recording both the horizontal and vertical locations. Drawings shall be supplemented by any detailed sketches as necessary or directed to fully indicate the Work as actually constructed. Any required as-built drawings of civil engineering elements of the Work shall be prepared by a registered civil engineer.

B. These master Record Drawings of the as-built conditions, including all revisions made necessary by Addenda and Change Orders, shall be maintained up-to-date during the progress of the Project. Red ink shall be used for alterations and notes. Notes shall identify relevant Change Orders by number and date. Record Drawings shall be accessible to the Engineer at all times during the construction period. Failure on the Contractor's part to keep Record Drawings current could result in withholding partial payment.

C. Upon completion of the Project and as a condition of final acceptance, the Contractor shall finalize and deliver a complete set of Record Drawings to the Engineer. The information submitted by the Contractor will be assumed to be correct, and the Contractor shall be responsible for, and liable to the Agency, for the accuracy of such information, and for any errors or omissions which may or may not appear on the Record Drawings.

5.21 Layout and Field Engineering.

A. Contractor shall utilize a properly licensed surveyor to perform all layout surveys required for the control and completion of the Work and all necessary surveys to compute quantities of Work performed.

5.22 Separate Contracts and Cooperation.

A. Separate Contracts. Agency reserves the right to let other contracts in connection with this Work or on the Project site. Contractor shall permit other contractors reasonable access and storage of their materials and execution of their work and shall properly connect and coordinate its Work with theirs. To ensure proper execution of its subsequent Work, Contractor shall immediately inspect work already in place and shall at once report to the Engineer any problems with the Work in place or discrepancies with the Contract Documents.

B. Cooperation. Contractor shall ascertain to its own satisfaction the scope of the Project and nature of any other contracts that have been or may be awarded by the Agency in prosecution of the Project to the end that Contractor may perform this Contract in the light of such other contracts, if any. Nothing herein contained shall be interpreted as granting to Contractor exclusive occupancy at site of the Project. Contractor shall not cause any unnecessary hindrance or delay to any other contractor working on the Project. If simultaneous execution of any contract for the Project is likely to cause interference with performance of some other contract or contracts, the Engineer shall decide which Contractor shall cease Work temporarily and which contractor shall continue or whether work can be coordinated so that contractors may proceed simultaneously. Agency shall not be responsible for any damages suffered or for extra costs incurred by Contractor resulting directly or indirectly from award, performance, or attempted performance of any other contract or contracts on the Project Site.

5.23 Work Site.

A. Limitation of Use of Site and Other Areas. Rights-of-way, easements, or rights-of-entry for the Work will be provided by the Agency. Unless otherwise specified in the Special Provisions, the Contractor shall make arrangements, pay for, and assume all responsibility for acquiring, using, and disposing of additional work areas and facilities temporarily required. The Contractor shall indemnify and hold the Agency harmless from all claims for damages caused by such actions. Contractor shall confine construction equipment, the storage of materials and equipment, and the operations of workers to the Site and other areas permitted by Applicable Laws, and shall not unreasonably encumber the Site and other areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for any damage to any such land or area, or to Agency or occupant

thereof, or of any adjacent land or areas resulting from the performance of the Work.

B. Site Maintenance. During the progress of the Work, Contractor shall keep the Site and other areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to Applicable Laws. The Contractor shall furnish trash bins for all debris from construction. All debris shall be placed in trash bins daily. Forms and false-work that are to be re-used shall be stacked neatly concurrently with their removal. Forms and false-work that are not to be re-used shall be disposed of concurrently with their removal.

C. Cleaning. Prior to Completion of the Work, Contractor shall clean the Site and make it ready for utilization by the Agency. At the completion of the Work Contractor shall remove from the Site all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

5.24 Utility Usage.

A. All temporary utilities, including but not limited to electricity, water, gas, and telephone, used on the Work shall be furnished and paid for by Contractor. Contractor shall provide necessary temporary distribution systems, including meters, if necessary, from distribution points to points on the Work where the utility is needed. Upon completion of the Work, Contractor shall remove all temporary distribution systems. Contractor shall provide necessary and adequate utilities and pay all costs for water, electricity, gas, oil, and sewer charges required for completion of the Work, including but not limited to startup and testing required in the Contract Documents. All permanent meters installed shall be listed in the Contractor's name until the Work is accepted. For Work to be performed in existing Agency facilities, Contractor may use the Agency's existing utilities, provided such use is reasonable under the circumstances. If Contractor uses the Agency utilities, it will not need to compensate the Agency for reasonably consumption of utilities, but Contractor will be responsible for any excessive, unreasonable or wasteful utility usage. Amounts due the Agency under this section may be deducted from progress payments.

5.25 Protection of Work and Property.

A. Contractor shall digitally record video and take photographs of the Project site and adjacent improvements in a manner and quality that clearly depicts the existing condition of the Project Site and adjacent improvements immediately prior to the start of Work (minimum 1080p video and 4MP photo). All videos and photographs shall be date and time stamped. The Contractor shall submit the video and photos in digital format on a memory stick before the commencement of Work, along with a map outlining the route and locations of the videos and/or photographs. The Contractor shall be responsible for all damages to persons or property that occur as a result of the Work. Contractor shall be responsible for the proper care and protection of all materials delivered and Work performed until completion and final acceptance by the Agency. All Work shall be solely at the Contractor's risk.

B. Contractor shall adequately protect adjacent property from settlement or loss of lateral support as necessary. Contractor shall comply with all applicable safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Project site where Work is being performed. Contractor shall erect and properly maintain at all times, as required by field conditions and progress of work, all necessary safeguards, signs, barriers, lights, and watchmen for protection of workers and the public, and shall post danger signs warning against hazards created in the course of construction. Contractor shall provide such heat, covering, and enclosures as are necessary to protect all Work, materials, equipment, appliances, and tools against damage by weather conditions.

C. Contractor shall take adequate precautions to protect existing sidewalks, curbs, pavements, utilities, and other adjoining property and structures, and to avoid damage thereto, and Contractor shall repair any damage thereto caused by the Work operations. Contractor shall:

1. Enclose the working area with a substantial barricade, and arrange work to cause minimum amount of inconvenience and danger to the public.

2. Provide substantial barricades around any shrubs or trees indicated to be preserved.

3. Deliver materials to the Site over a route designated by the Agency.

4. Confine Contractor's apparatus, the storage of materials, and the operations of its workers to limits required by law, ordinances, permits, or directions of the Agency. Contractor shall not unreasonably encumber the Site with its materials.

5. Take care to prevent disturbing or covering any survey markers, monuments, or other devices marking property boundaries or corners. If such markers are disturbed by accident, they shall be replaced by a civil engineer or land surveyor acceptable to the Agency, at no cost to the Agency.

6. Ensure that existing facilities, fences and other structures are all adequately protected and that, upon completion of all Work, all facilities that may have been damaged are restored to a condition acceptable to the Agency.

7. Preserve and protect from injury all buildings, pole lines and all directional, warning and mileage signs that have been placed within the right-of-way.

8. At the completion of work each day, leave the Work and the Site in a clean, safe condition.

9. Comply with any stage construction and/or traffic handling plans. Access to residences and businesses shall be maintained at all times, except with the Agency's written approval. Any request for approval to reduce or restrict access to residences and business must be submitted to the Agency at least seven (7) Days in advance, and the Agency may issue or withhold approval in its sole discretion.

D. These precautionary measures will apply continuously and not be limited to normal working hours. Full compensation for the work involved in the protection and preservation of life, safety and property as above specified shall be considered as included in the prices paid for the various contract items of Work, and no additional allowance will be made therefor.

E. Should damage to persons or property occur as a result of the Work, Contractor shall promptly notify the Agency, in writing. Contractor shall be responsible for proper investigation, documentation, including video or photography, to adequately memorialize and make a record of what transpired. The Agency shall be entitled to inspect and copy any such documentation, video, or photographs. Contractor shall maintain all investigation documentation including video and/or photographs for a minimum of four (4) years following completion of the Project.

5.26 Emergencies.

A. In emergencies affecting the safety or protection of persons or the Work or Property at the Site or adjacent thereto, the Contractor, without special instruction or authorization from the Agency or the Engineer, is obligated to act to prevent threatened damage, injury or loss. The Contractor shall give the Engineer prompt written notice if the Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby.

5.27 California Air Resources Board Regulations.

A. To the extent applicable, Contractor, shall comply, and shall ensure all Subcontractors comply, with all requirements of the most current version of the California Air Resources Board ("CARB") including, without limitation, all applicable terms of Title 13, California Code of Regulations Division 3, Chapter 9 and all pending amendments ("Regulation").

B. Throughout Project, and for three (3) years thereafter, Contractor shall make available for inspection and copying any and all documents or information associated with Contractor's and subcontractors' fleet including, without limitation, the CRCs, fuel/refueling records, maintenance records, emissions records, and any other information the Contractor is required to produce, keep or maintain pursuant to the Regulation upon two (2) calendar days' notice from Agency.

C. Contractor shall be solely liable for any and all costs associated with complying with the Regulation as well as for any and all penalties, fines, damages, or costs associated with any and all violations, or failures to comply with the Regulation. Contractor shall defend, indemnify and hold harmless the Agency, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Regulation.

ARTICLE 6 - Materials; Inspection

6.1 Access to Work.

A. Agency, Engineer, their consultants and other representatives and personnel, independent testing laboratories, and governmental agencies with jurisdictional interests will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe

conditions for such access and advise them of Contractor's safety procedures and programs.

6.2 Materials.

A. Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, labor, tools, equipment, water, lights, power, transportation, superintendence, temporary constructions of every nature, and all other services and facilities whatsoever necessary to execute and complete this Contract within the Contract Time. Unless otherwise specified, all materials, parts, and equipment furnished by the Contractor in the Work shall be new, the best of their respective kinds and grades as noted and/or specified, and workmanship shall be of good quality.

B. No materials, supplies, or equipment for Work under this Contract shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or Supplier. Contractor warrants good title to all material, supplies, and equipment installed or incorporated in the Work and agrees upon completion of all work to deliver the Project, to the Agency free from any claims, liens, or charges.

C. Materials shall be furnished in ample quantities and at such times as to ensure uninterrupted progress of the Work and shall be stored properly and protected as required by the Contract Documents. Contractor shall be entirely responsible for damage or loss by weather or other causes to materials or Work. Materials shall be stored on the Project Site in such manner so as not to interfere with any operations of the Agency or any independent contractor.

D. Contractor shall verify all measurements, dimensions, elevations, and quantities before ordering any materials or performing any Work, and the Agency shall not be liable for Contractor's failure to so. No additional compensation, over and above payment for the actual quantities at the prices set out in the Bid Schedule, will be allowed because of differences between actual measurements, dimension, elevations and quantities and those indicated on the Plans and in the Specifications. Any difference therein shall be submitted to the Engineer for consideration before proceeding with the Work.

6.3 Test and Inspections.

A. Inspection of Work.

1. If the Contract Documents, the Engineer, or any instructions, laws, ordinances, or public authority requires any part of the Work to be tested or approved, Contractor shall provide the Engineer at least two (2) Days' notice of its readiness for observation or inspection. If inspection is by a public authority other than the Agency, Contractor shall promptly inform the Agency of the date fixed for such inspection. Required certificates of inspection (or similar) shall be secured by Contractor. Costs for Agency testing and inspection shall be paid by the Agency. Costs of tests for Work found not to be in compliance shall be paid by the Contractor.

2. If Contractor gives notice of an inspection pursuant to the Contract Documents, the Agency will provide inspection during normal working hours from 7:00 a.m. to 3:30 p.m. Monday through Friday. Requested inspections before or after this time will be charged to the Contractor as reimbursable inspection time. Inspections on weekends requires two (2) Days' notice for review and approval. Upon written request and approval the 8.5 hour working day may be changed to other limits.

3. Contractor shall pay for the cost of any minimum "show up" costs of a materials testing technician that was called for by the Contractor but ultimately the Contractor work was not ready for the inspection. Any such costs shall be deducted from any amounts due to the Contractor.

4. If any Work is done or covered up without the required testing or approval, the Contractor shall uncover or deconstruct the Work, and the Work shall be redone after completion of the testing at the Contractor's cost in compliance with the Contract Documents.

5. Where inspection and testing are to be conducted by an independent laboratory or agency, materials or samples of materials to be inspected or tested shall be selected by such laboratory or agency, or by the Agency, and not by Contractor. Unless otherwise stated and as provided by the Contract Documents, the Agency shall employ and pay for the services of an independent testing laboratory to perform all inspections, tests, or approvals required by the Contract Documents. All tests or inspections of materials shall be made in accordance with the commonly recognized standards of national organizations.

6. Reexamination of Work may be ordered by the Agency. If so ordered, Work must be uncovered or deconstructed by Contractor. If Work is found to be in accordance with the Contract Documents, the Agency shall pay the costs of reexamination and reconstruction. If such work is found not to be in accordance with the Contract Documents, Contractor shall pay all costs.

B. Testing of Materials.

1. In advance of manufacture of materials to be supplied by Contractor which must be tested or inspected, Contractor shall notify the Agency so that the Agency may arrange for testing at the source of supply. Any materials which have not satisfactorily passed such testing and inspection shall not be incorporated into the Work.

2. If the manufacture of materials to be inspected or tested will occur in a plant or location greater than sixty (60) miles from the Agency, the Contractor shall pay for any excessive or unusual costs associated with such testing or inspection, including but not limited to excessive travel time, standby time and required lodging.

3. Unless otherwise specified in the Special Provisions, all initial testing and a reasonable amount of retesting will be performed under the direction of the Engineer, and at no expense to the Contractor. The Contractor shall notify the Engineer in writing, at least 15 days in advance, of its intention to use materials for which tests are specified, to allow sufficient time to perform the tests. The notice shall name the proposed Supplier and source of material. If the notice of intent to use is sent before the materials are available for testing or inspection, or is sent so far in advance that the materials on hand at the time will not last but will be replaced by a new lot prior to use on the Work, it will be the Contractor's responsibility to re-notify the Engineer when samples which are representative may be obtained.

4. A Certificate of Compliance shall be furnished to the Engineer prior to the use of any material or assembled material for which these Specifications so require or if so required by the Engineer. The Engineer may waive the materials testing requirements and accept a Certificate of Compliance. Material test data may be required by the Engineer to be included with the Submittal. Materials used on the basis of a Certificate of Compliance may be sampled and tested at any time. The submission of a Certificate of Compliance shall not relieve the Contractor of responsibility for incorporating material into the Work which conforms to the

requirements of the Contract Documents, and any material not conforming to the requirements will be subject to rejection by the Engineer whether in place or not.

5. Copies of mill certificates of composition and quality of all component materials (reinforcing steel, structural steel, lumber, etc.) incorporated in the construction of the Work shall be provided to the Agency at the time of delivery. Agency shall retain the right to reject any raw material not provided with a mill certificate at the time of delivery.

6. If, after incorporating such materials into the Work, it is found that sources of supply that have been approved do not furnish a uniform product, or if the product from any source proves unacceptable at any time, the Contractor shall furnish approved material from other approved sources. If any product proves unacceptable after improper storage, handling or for any other reason it shall be rejected, not incorporated into the Work, and shall be removed from the Project Site all at the Contractor's expense.

6.4 Requests for Substitutions.

A. For the purposes of this provision, the term "substitution" shall mean the substitution of any material, method or service substantially equal to or better in every respect to that indicated in the Contract Documents or otherwise referenced herein.

B. Pursuant to Public Contract Code section 3400(b), the Agency may make a finding that is described in the Notice Inviting Bids that designates certain products, things, or services by specific brand or trade name.

C. Unless specifically designated in the Special Conditions, whenever any material, process, or article is indicated or specified by grade, patent, or proprietary name or by name of manufacturer, such specifications shall be deemed to be used for the purpose of facilitating the description of the material, process, or article desired and shall be deemed to be followed by the words "or equal." Contractor may, unless otherwise stated, offer for substitution any material, process, or article which may be substantially equal to or better in every respect to that so indicated or specified in the Contract Documents. However, the Agency has adopted uniform standards for certain materials, processes, and articles.

D. Contractor shall submit substitution requests, together with substantiating data, for substitution of any "or equal" material, process, or article no later than thirty-five

(35) Days after award of Contract. Provisions regarding submission of substitution requests shall not in any way authorize an extension of time for the performance of this Contract. If a substitution request is rejected by the Agency, the Contractor shall provide the material, method or service specified herein. The Agency shall not be responsible for any costs incurred by the Contractor associated with substitution requests. The burden of proof as to the equality of any material, process, or article shall rest with the Contractor. The Engineer has the complete and sole discretion to determine if a material, process, or article is substantially equal to or better than that specified and to approve or reject all substitution requests.

E. Substantiating data as described above shall include, at a minimum, the following information:

1. A signed affidavit from the Contractor stating that the material, process, or article proposed as a substitution is substantially equal to or better than that specified in every way except as may be listed on the affidavit.

2. Illustrations, specifications, catalog cut sheets, and any other relevant data required to prove that the material, process, or article is substantially equal to or better than that specified.

3. A statement of the cost implications of the substitution being requested, indicating whether and why the proposed substitution will reduce or increase the amount of the contract.

4. Information detailing the durability and lifecycle costs of the proposed substitution.

F. Failure to submit all the required substantiating data detailed above in a timely manner so that the substitution request can be adequately reviewed may result in rejection of the substitution request. The Engineer is not obligated to review multiple submittals related the same substitution request resulting from the Contractor's failure to initially submit a complete package.

G. Time limitations within this Article shall be strictly complied with and in no case will an extension of time for completion of the contract be granted because of Contractor's failure to provide substitution requests at the time and in the manner described herein.

H. Contractor shall bear the costs of all the Agency work associated with the review of substitution requests.

I. If substitution requests approved by the Engineer require that Contractor furnish materials, methods or services more expensive than that specified, the increased costs shall be borne by Contractor.

ARTICLE 7 - Subsurface And Physical Conditions; Utilities

7.1 Soils Investigations.

A. Reports and Drawings. If applicable, Agency has provided to Contractor those reports known to the Agency of explorations and tests of subsurface conditions at or contiguous to the site; and those drawings known to the Agency of physical conditions relating to existing surface or subsurface structures at the site (except Underground Facilities).

B. Limited Reliance by Contractor on Technical Data Authorized. Contractor may rely upon the accuracy of the "technical data" contained in such reports and drawings, which were expressly not created or obtained to evaluate or assist in the evaluation of constructability, and are not Contract Documents. Contractor shall make its own interpretation of the "technical data" and shall be solely responsible for any such interpretations. Except for reliance on the accuracy of such "technical data," Contractor may not rely upon or make any claim against the Agency, Agency's Representative, or Engineer of Record, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including without limitation any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto;

2. other data, interpretations, opinions, conclusions and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any "technical data" or any such other data, interpretations, opinions, or information.

7.2 Ownership of Site Materials Found.

A. The title to water, soil, rock, gravel, sand, minerals, timber and any other materials developed or obtained in the excavation or other operations of Contractor or any of its Subcontractors in the performance of the Contract, and the right to use said items in carrying out the Contract, or to dispose of same, is hereby expressly reserved by the Agency. Neither Contractor nor any of its Subcontractors nor any of their representatives or employees shall have any right, title, or interest in said materials, nor shall they assert or make any claim thereto. Contractor will, as determined by the Agency, be permitted to use in the Work without charge, any such materials which meet the requirements of the Contract Documents, provided the Agency shall have the right to use or consume these materials without payment to a third party.

7.3 Existence of Utilities at the Work Site.

A. Existing Utilities. The location of known existing utilities and pipelines are shown on the Drawings in their approximate locations. However, nothing herein shall be deemed to require the Agency to indicate the presence of existing service laterals or appurtenances whenever the presence of such utilities on the site of the project can be inferred from the presence of other visible facilities, such as buildings, cleanouts, meter and junction boxes, on or adjacent to the Site of the Project. The Agency will assume the responsibility for the timely removal, relocation, or protection of existing main or trunk line utility facilities located on the Project site if such utilities are not identified by the Agency in the Contract Documents or which cannot reasonably be inferred from the presence of other visible facilities.

B. Utility Location.

1. It shall be the Contractor's responsibility to determine the exact location and depth of all utilities, including service connections, which the Contractor believes may affect or be affected by the Contractor's operations, by taking all reasonable steps necessary including, but not limited to, calling Underground Service Alert to locate utilities in accordance with the procedures described in Government Code 4216 et seq. The Contractor shall not be entitled to additional compensation nor time extensions for work necessary to avoid interferences nor for repair to damaged utilities if the Contractor does not expose all such existing utilities as required by this Article. The locating of utilities shall be in conformance with Government Code section 4216 et seq. except for the Agency's utilities located on the Agency's property and not on public right-of-way.

2. A “High Priority Subsurface Installation” is defined in Government Code section 4216 (j) as “high-pressure natural gas pipelines with normal operating pressures greater than 415kPA gauge (60psig) or greater than six inches nominal pipe diameter, petroleum pipelines, pressurized sewage pipelines, high-voltage electric supply lines, conductors, or cables that have a potential to ground of greater than or equal to 60kv, or hazardous materials pipelines that are potentially hazardous to workers or the public if damaged.”

3. A “Subsurface Installation” is defined in Government Code section 4216 (s) as “any underground pipeline, conduit, duct, wire, or other structure, except nonpressurized sewer lines, nonpressurized storm drains, or other nonpressurized drain lines.”

4. Pursuant to Government Code section 4216.2 the Contractor shall contact the appropriate regional notification center at least two (2) working days but not more than 14 Days before performing any excavation. The date of the notification shall not count as part of the two-working-day notice. Before notifying the appropriate regional notification center, the Contractor shall delineate the area to be excavated. The Contractor shall request that the utility owners conduct a utility survey and mark or otherwise indicate the location of their service. The Contractor shall furnish to the Engineer written documentation of its contact(s) with the regional notification center prior to commencing excavation at such locations.

5. After the utility survey is completed, the Contractor shall commence “potholing” or hand digging to determine the actual location of the pipe, duct, or conduit and in accordance with Government Code section 4216.4 if the excavation within the “tolerance zone” of a subsurface installation. The Engineer shall be given notice prior to commencing potholing operations. The Contractor shall uncover all piping and conduits, to a point one (1) foot below the pipe, where crossings, interferences, or connections are shown on the Drawings, prior to trenching or excavating for any pipe or structures, to determine actual elevations. New pipelines shall be laid to such grade as to clear all existing facilities, which are to remain in service for any period subsequent to the construction of the run of pipe involved.

6. The Contractor's attention is directed to the requirements of Government Code section 4216.2 (c) which provides: “When the excavation is proposed within 10 feet of a high priority subsurface installation, the operator of the high priority

subsurface installation shall notify the excavator of the existence of the high priority subsurface installation to set up an onsite meeting prior to the legal excavation start date and time or at a mutually agreed upon time to determine actions or activities required to verify the location and prevent damage to the high priority subsurface installation. As part of the meeting, the excavator shall discuss with the operator the method and tools that will be used during the excavation and the information the operator will provide to assist in verifying the location of the subsurface installation. The excavator shall not begin excavating until after the completion of the onsite meeting." The Contractor shall notify the Engineer in advance of this meeting.

C. Utility Relocation and Repair. If interferences occur at locations other than those indicated in the Contract Documents with reasonable accuracy, the Contractor shall notify the Engineer in writing. The Engineer will supply a method for correcting said interferences in accordance with the responsibilities of this Article and Government Code section 4215. Care shall be exercised by the Contractor to prevent damage to adjacent existing facilities and public or private works; where equipment will pass over these obstructions, suitable planking shall be placed. If high priority subsurface installations are damaged and the operator cannot be contacted, the Contractor shall call 911 emergency services. Temporary or permanent relocation or alteration of utilities desired by the Contractor for its own convenience shall be the Contractor's responsibility and it shall make arrangements and bear all costs for such work

D. Construction at Existing Utilities. Where the Work to be performed crosses or otherwise interferes with water, sewer, gas, or oil pipelines; buried cable; or other public or private utilities, the Contractor shall perform construction in such a manner so that no damage will result to either public or private utilities. It shall be the responsibility of the Contractor to determine the actual locations of, and make accommodates to maintain, all utilities. Before any utility is taken out of service, permission shall be obtained by the Contractor from the owner. The owner, any impacted resident or business owner and the Agency will be advised of the nature and duration of the utility outage as well as the Contractor's plan for providing temporary utilities if required by the owner. The Contractor shall be liable for all damage which may result from its failure to maintain utilities during the progress of the Work, and the Contractor shall indemnify Agency as required by the Contract Documents from all claims arising out of or connected with damage to utilities encountered during construction; damages resulting from disruption of service; and

injury to persons or damage to property resulting from the negligent, accidental, or intentional breaching of utilities.

7.4 Trenches.

A. Trenches Five Feet or More in Depth. Contractor shall submit to the Agency at the preconstruction meeting, a detailed plan showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from hazards of caving ground during the excavation of any trench or trenches five feet or more in depth. If such plan varies from shoring system standards established by the Construction Safety Orders of the California Code of Regulations, Department of Industrial Relations, the plan shall be prepared by a California registered civil or structural engineer. The plan shall not be less effective than the shoring, bracing, sloping, or other provisions of the Construction Safety Orders, as defined in the California Code of Regulations. The Contractor shall designate in writing the "competent person" as defined in Title 8, California Code of Regulations, who shall be present at the Work Site each day that trenching/excavation is in progress. The "competent person" shall prepare and provide daily trenching/excavation inspection reports to the Engineer. Contractor shall also submit a copy of its annual California Occupational Safety and Health Administration (Cal/OSHA) trench/excavation permit.

B. Excavations Deeper than Four Feet.

1. If the Work involves excavating trenches or other excavations that extend deeper than four (4) feet below the surface, Contractor shall promptly within three (3) Days, and before the excavation is further disturbed, notify the Agency in writing of any of the following conditions:

a. Material that the Contractor believes may be hazardous waste, as defined in section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

b. Subsurface or latent physical conditions at the site differing from those indicated by information made available to Contractor prior to the GMP Amendment.

c. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract

2. Agency shall promptly investigate the conditions, and if it finds that the conditions do so materially differ, or do involve hazardous waste, and cause a decrease or increase in Contractor's cost of, or the time required for, performance of any part of the Work, shall issue a Change Order under the procedures described in Article 9.1 Change Orders and Time Extensions.

3. In the event that a dispute arises between the Agency and the Contractor as to 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 by the Contract, but shall proceed with all Work to be performed under the Contract. Contractor shall retain any and all rights provided either by contract or by law which pertain to the resolution of disputes and protests between the parties.

ARTICLE 8 - Prosecution Of The Work

8.1 Contractor's Means and Methods.

A. Contractor is solely responsible for the means and methods utilized to perform the Work. Contractor shall perform all Work in a skillful and workmanlike manner, and consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor warrants that all employees and Subcontractors shall have sufficient skill and experience to perform the Work assigned to them. Contractor represents that it, its employees and Subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Work, and that such licenses and approvals shall be maintained throughout the term of this Contract. Contractor shall perform the Work in full compliance with all applicable state, federal and local laws and to the all jurisdictions having authority over the Project.

8.2 Construction Schedule.

A. General Requirements. The schedule shall be prepared in a critical path method format and in an electronic scheduling program acceptable to the Agency and as specified in the Contract Documents. Contractor shall deliver the schedule and all updates to the Agency in both paper and electronic form. The electronic versions shall be in the format and include all data used to prepare the schedule.

B. Schedule. The receipt or approval of any schedules by the Agency shall not in any way relieve the Contractor of its obligations under the Contract Documents. The Contractor is fully responsible to determine and provide for any and all staffing and resources at levels which allow for good quality and timely completion of the Project. Contractor's failure to incorporate all elements of Work required for the performance of the Contract or any inaccuracy in the schedule shall not excuse the Contractor from performing all Work required for a completed Project within the specified Contract Time. If the required schedule is not received by the time the first payment under the Contract is due, Contractor shall not be paid until the schedule is received, reviewed and accepted by the Agency.

C. Schedule Contents. The schedule shall indicate the beginning and completion dates of all phases of construction; critical path for all critical, sequential time related activities; and "float time" for all "slack" or "gaps" in the non-critical activities. The schedule shall include appropriate time allowances and constraints for Submittals, items of interface with Work performed by others, and specified construction, start-up and performance tests. All float shall be owned by the Project. Schedules indicating early or late completion shall not modify or have any effect on the Contract Time, regardless of whether the schedules are reviewed and/or accepted by the Agency.

D. Schedule Updates. Contractor shall continuously update its construction schedule. Contractor shall submit an updated and accurate construction schedule to the Agency: (1) prior to the start of construction, if there are any changes to the initial schedule; (2) with each progress payment request; and (3) whenever requested to do so by the Agency. The Agency may withhold progress payments or other amounts due under the Contract Documents if Contractor fails to submit an updated and accurate construction schedule. Upon the Agency's request, Contractor shall submit any schedules or updates to the Agency in the native electronic format of the software used to create the schedule. Contractor shall also submit schedules showing a two-week detailed look-ahead at weekly meetings conducted with the Agency. The two-week look-ahead schedule shall clearly identify all staffing and other resources which in the Contractor's judgment are needed to complete the Work within the Contract Time, and it shall clearly state the number of staff to be used on each daily segment of the Work.

E. Acceptance. Acceptance of the schedules by the Agency will not impose on responsibility for accuracy, for sequencing, scheduling, or progress of the Work, or

compliance with the Contract Documents. Acceptance will not interfere with or relieve Contractor from Contractor's full responsibility therefor.

8.3 Time for Completion and Liquidated Damages.

A. Time for Completion. The Construction Phase shall commence: (1) on the date stated in the Notice to Proceed with Construction, or (2) if the Notice to Proceed with Construction does not specify a commencement date, then on the date of the Notice to Proceed with Construction and, in both cases, shall be completed by the GCD. The Agency is under no obligation to consider early completion of the Project; and the GCD shall not be amended by the Agency's receipt or acceptance of the Contractor's proposed earlier completion date. Any difference in time between the Contractor's early completion and the GCD shall be considered a part of the Project float. Contractor shall not be entitled to compensation, and the Agency will not compensate Contractor, for delays which impact early completion. Contractor shall not, under any circumstances, receive additional compensation from the Agency (including but not limited to indirect, general, administrative or other forms of overhead costs) for the period between the time of earlier completion proposed by the Contractor and the GCD.

B. Liquidated Damages. If the Work is not completed by the GCD, it is understood that the Agency will suffer damage. In accordance with Government Code section 53069.85 and Public Contract Code section 7102, being impractical and infeasible to determine the amount of actual damage, it is agreed that Contractor shall pay to the Agency as fixed and liquidated damages, and not as a penalty, the sum stipulated in the Contract for each calendar day of delay until the Work is fully completed. Contractor and its surety shall be liable for any liquidated damages. Any money due or to become due the Contractor may be retained to cover liquidated damages.

C. Inclement Weather. Contractor shall abide by the Agency's determination of what constitutes inclement weather. Time extensions for inclement weather shall only be granted when the Work stopped during inclement weather is on the critical path of the Project schedule.

D. Extension of Time. Contractor's entitlement to an extension of the GCD is limited to an Agency-caused extension of the critical path, reduced by the Contractor's concurrent delays, and established by a proper time impact analysis. No time extension shall be allowed unless, and then only to the extent that, the Agency-caused delay extends the critical path beyond the GCD. The Agency shall ascertain

the facts and extent of delay and grant extension of time for completing the Work when, in its judgment, the facts justify such an extension. Contractor shall not be entitled to an adjustment of the GCD for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor. If approved, the increase in time required to complete the Work shall be added to the GCD.

E. Force Majeure. If a delay to the critical path results from a Force Majeure Event, the Contractor will be entitled to a time extension but will not receive an adjustment to the Contract Price or any other compensation. Such a non-compensable adjustment shall be Contractor's sole and exclusive remedy for such delays.

F. No Damages for Reasonable Delay. Agency's liability to Contractor for delays for which the Agency is responsible shall be limited to only an extension of time unless such delays were unreasonable under the circumstances. In no case shall the Agency be liable for any costs which are borne by the Contractor in the regular course of business, including, but not limited to, home office overhead and other ongoing costs. Damages caused by unreasonable Agency delay shall be based on actual costs only, no proportions or formulas shall be used to calculate any delay damages.

G. Procedure for Time Extensions and Delay Damages. Contractor shall not be entitled to any extension of time unless Contractor properly notices the delay and adjustment to compensation and requests a Change Order in accordance with Article 9.1 Change Orders and Time Extensions. Contractor's failure to timely and fully comply with the Change Order procedures in the Contract Documents shall constitute a waiver of Contractor's right to a time extension.

8.4 Contractor's Responsibility for Work.

A. Responsibility for, and security of, all Work and materials related to Contractor's Work is the responsibility of Contractor until final acceptance of the Contractor's Work by the Agency. The Agency shall not be held responsible for the care or protection of any material or parts of the Work prior to final acceptance. Contractor shall take every necessary precaution against injury or damage to any part thereof by the action of the elements or from any cause whether arising from the execution or non-execution of the Work and all loss or damage shall be borne by Contractor. The Contractor shall rebuild, repair, restore and make good at its own expense all injuries or damages to any portion of the Work before its completion and acceptance. In the event of damage proximately caused by an Act of God, as defined

by Section 7105 of the Public Contract Code, the Agency will pay for repair or restoration to damaged Work in excess of 5% of the total Bid.

8.5 Occupancy.

A. Agency reserves the right to occupy or utilize any portion of the Work at any time before completion, and such occupancy or use shall not constitute acceptance of any part of Work covered by this Contract. This use shall not relieve the Contractor of its responsibilities under the Contract.

8.6 Securities for Money Withheld.

A. Pursuant to section 22300 of the Public Contract Code of the State of California, Contractor may request the Agency to make retention payments directly to an escrow agent or may substitute securities for any money withheld by the Agency to ensure performance under the contract. At the request and expense of Contractor, securities equivalent to the amount withheld shall be deposited with the Agency or with a state or federally chartered bank as the escrow agent who shall return such securities to Contractor upon satisfactory completion of the contract. Deposit of securities with an escrow agent shall be subject to a written agreement substantially in the form provided in section 22300 of the Public Contract Code.

8.7 The Agency's Right to Suspend/Terminate the Contract.

A. Suspension of Work by the Agency.

1. Agency in its sole and absolute discretion for any reason or no reason whatsoever may at any time, with or without cause, suspend performance of all or any part of the Work by giving not less than five (5) Days written notice to the Contractor. Such notice of suspension of Work will designate the amount and type of plant, labor, and equipment to be committed to the Project during the period of suspension. Contractor shall use its best efforts to utilize its plant, labor, and equipment in such a manner as to minimize costs associated with suspension.

2. Upon receipt of any such notice, Contractor shall, unless the notice requires otherwise: (1) immediately discontinue Work on the date and to the extent specified in the notice; (2) place no further orders or subcontracts for material, services, or facilities with respect to suspended Work other than to the extent required in the notice; (3) promptly make every reasonable effort to obtain suspension upon terms satisfactory to the Agency of all orders, subcontracts, and

rental agreements to the extent they relate to performance of Work suspended; and (4) continue to protect and maintain the Work including those portions on which Work has been suspended.

3. Agency shall not be liable for any additional costs, damages or anticipated profits incurred by Contractor or its Subcontractors and the Contract Price shall not be increased during the period of suspension, except the actual costs incurred by Contractor, excluding overhead and profit for (a) the purpose of safeguarding the Work and material and equipment in transit or at the Site during the period of suspension, (b) Contractor's or its Subcontractor's rented equipment which are maintained at the Site, or (c) other reasonable and unavoidable costs of shutting down the Work, or reassembling personnel and equipment resulting directly from such suspension. Contractor shall be granted an extension of the Contract Time equal to the number of days performance of Work is suspended; provided, however, that no actual costs or extension of Contract Time shall be granted if the suspension results from Contractor's non-compliance with the requirements of the Contract.

B. Termination for Cause by the Agency.

1. In the sole estimation of the Agency, if the Contractor refuses or fails to prosecute the Work or any separable part thereof with such diligence as will insure its completion within the time specified by the Contract Documents, or any extension thereof, or fails to complete such Work within such time, or if the Contractor should be adjudged a bankrupt, or if it should make a general assignment for the benefit of its creditors, or if a receiver should be appointed on account of its insolvency, or the Contractor or any of its subcontractors should violate any of the provisions of this Contract, the Agency may serve written notice upon the Contractor and its surety of the Agency's intention to terminate this Contract. This notice of intent to terminate shall contain the reasons for such intention to terminate this Contract, and a statement to the effect that the Contractor's right to perform this Contract shall cease and terminate upon the expiration of ten (10) Days unless such violations have ceased and arrangements satisfactory to the Agency have been made for correction of said violations.

2. After expiration of the ten (10) Day period, the Agency may terminate the Contract by providing a Notice of Termination to the Contractor. The Agency may take over and complete the Work by any method it may deem appropriate, including enforcement of the Project performance bond. If the Agency takes over the Work,

the Agency may, without liability for so doing, take possession of and utilize in completing the Work such materials, appliances, plant, and other property belonging to the Contractor as may be on the Site.

3. Contractor shall not be entitled to receive any further payment hereunder as a result of such termination. Contractor and its surety shall be liable to the Agency for any excess costs or other damages incurred by the Agency to complete the Work, including professional services and expenses, reasonable overhead, profit, and attorneys' fees. This payment obligation shall survive completion of the Project and termination or expiration of this Contract.

C. Termination for Convenience by the Agency:

1. Agency may terminate performance of the Work called for by the Contract Documents in whole or, from time to time, in part, upon ten (10) Days written notice if the Agency determines that a termination is in the Agency's interest. The Contractor shall terminate all or any part of the Work upon delivery to the Contractor of a Notice of Termination specifying that the termination is for the convenience of the Agency, the extent of termination, and the effective date of such termination.

2. After receipt of Notice of Termination, and except as directed by the Agency, the Contractor shall, regardless of any delay in determining or adjusting any amounts due under this termination for convenience clause, immediately proceed with the following obligations: (1) stop Work as specified in the Notice; (2) complete any Work specified in the Notice of Termination in a least cost/shortest time manner while still maintaining the quality called for under the Contract Documents; (3) leave the property upon which the Contractor was working and upon which the facility (or facilities) forming the basis of the Contract Document is situated in a safe and sanitary manner such that it does not pose any threat to the public health or safety; (4) terminate all subcontracts to the extent that they relate to the portions of the Work terminated; and (5) place no further subcontracts or orders, except as necessary to complete the continued portion of the Contract.

3. In case of such termination for the Agency’s convenience, the Contractor shall be entitled to receive payment for Work actually completed by Contractor in conformity with this Contract prior to Contractor’s receipt of Agency’s Notice and costs incurred by reason of such termination. Any documentation substantiating costs incurred by the Contractor solely as a result of the Agency's exercise of its right to terminate this Contract pursuant to this clause, which costs the Contractor

is authorized under the Contract documents to incur, shall: (1) be submitted to and received by the Agency no later than 30 Days after the effective date of the Notice of Termination; (2) describe the costs incurred with particularity; and (3) be conspicuously identified as "Termination Costs occasioned by the Agency's Termination for Convenience." If the Agency rejects any costs, Contractor shall be deemed to waive the rejected costs unless Contractor files a Claim within thirty (30) Days of the rejection pursuant to Article 9.2.

4. Contractor shall be entitled to receive only the amounts payable under this Article, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The provisions in this Article are in addition to and not in limitation of any other rights or remedies available to the Agency.

5. Termination of the Contract shall not relieve surety of its obligation for any just claims arising out of or relating to the Work performed.

6. Notwithstanding any other provision of this Article, when immediate action is necessary to protect life and safety or to reduce significant exposure or liability, the Agency may immediately order Contractor to cease Work on the Project until such safety or liability issues are addressed to the satisfaction of the Agency or the Contract is terminated.

7. If the Agency terminates Contractor for cause, and if it is later determined that the termination was wrongful, such default termination shall automatically be converted to and treated as a termination for convenience. In such event, Contractor shall be entitled to receive only the amounts payable under this Article, and Contractor specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits.

8.8 Defective Work.

A. Agency May Correct Defective Work.

1. If Contractor fails to correct Defective Work, or to remove and replace rejected Work as required by the Agency, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, the Agency may, after seven (7) Days written notice to Contractor, correct, or remedy any such deficiency.

2. In connection with such corrective or remedial action, the Agency may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, take possession of Contractor's tools, appliances, construction equipment and machinery at the Site, and incorporate in the Work all materials and equipment stored at the Site or for which the Agency has paid Contractor but which are stored elsewhere. Contractor shall allow the Agency, and the agents, employees, other contractors, and consultants of each of them, access to the Site to enable the Agency to exercise the rights and remedies to correct the Defective Work.

3. All claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) incurred or sustained by the Agency correcting the Defective Work will be charged against Contractor, and a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and the Agency shall be entitled to an appropriate decrease in the Contract Price. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of defective Work.

4. If the Change Order is executed after all payments under the Contract have been paid by the Agency and the Project retention is held in an escrow account as permitted by the Contract Documents, Contractor will promptly alert the escrow holder, in writing, of the amount of retention to be paid to the Agency. If the Change Order is executed after release of the Project retention, an appropriate amount will be paid by Contractor to the Agency. Contractor shall not be allowed an extension of the Contract Time because of any delay in the performance of the Work attributable to the Agency correcting Defective Work.

B. Acceptance of Defective Work.

1. If, instead of requiring correction or removal and replacement of defective Work, the Agency prefers to accept it, the Agency may do so. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) attributable to the Agency's evaluation of and determination to accept such defective Work and for the diminished value of the Work. If any acceptance of Defective Work occurs prior to release of the Project retention, a Change Order will be issued incorporating the necessary

revisions in the Contract Documents with respect to the Work, and the Agency shall be entitled to an appropriate decrease in the Contract Price, reflecting the diminished value of Work and all costs incurred by the Agency. If the acceptance of defective occurs after release of the Project retention, an appropriate amount will be paid by Contractor to the Agency.

8.9 Completion and Acceptance of Work.

A. Final Inspection. Upon written notice from Contractor that the entire Work is complete, the Engineer will promptly make a final inspection with the Agency and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies.

B. Final Acceptance. The acceptance of the Work on behalf of the Agency will be made by the Engineer. Such acceptance by the Agency shall not constitute a waiver of defects. After Contractor has, in the opinion of the Engineer, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, Record Documents, and other documents required by the Contract Documents, the Agency shall execute a Notice of Completion, constituting final acceptance and completion of the Project, except as may be expressly noted.

8.10 Guarantee of Work.

A. Neither the final payment nor any provision in the Contract Documents shall relieve Contractor of responsibility for faulty materials or workmanship. Contractor hereby guarantees that materials and Work shall be completed in conformance with the Contract Documents and that the materials and Work provided will fulfill the requirements of this guarantee. Contractor hereby agrees to repair or replace, at the discretion of the Agency, any or all Work that may prove to be defective in its workmanship, materials furnished, methods of installation or fail to conform to the Contract Document requirements together with any other Work which may be damaged or displaced by such defect(s) within a period of one (1) year (or as otherwise indicated in the Contract Documents or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) from the date of the Notice of Completion of the

Project without any expense whatever to the Agency, ordinary wear and tear and unusual abuse and neglect excepted. Contractor shall be required to promptly repair or replace defective equipment or materials, at Contractor's option. The Contractor shall remedy at its expense any damage to Agency-owned or controlled real or personal property. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor.

B. For any Work so corrected, Contractor's obligation hereunder to correct defective Work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected Work. The reinstatement of the one (1) year warranty shall apply only to that portion of Work that was corrected. Contractor shall perform such tests as the Agency may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract Documents. In the event of Contractor's failure to comply with the above-mentioned conditions within ten (10) Days after being notified in writing of required repairs, to the reasonable satisfaction of the Agency, the Agency shall have the right to correct and replace any defective or non-conforming Work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the Agency for any expenses incurred hereunder immediately upon demand.

C. In addition to the warranty set forth in this Article, Contractor shall obtain for the Agency all warranties that would be given in normal commercial practice and assign to the Agency any and all manufacturer's or installer's warranties for equipment or materials not manufactured by Contractor and provided as part of the Work, to the extent that such third-party warranties are assignable and extend beyond the warranty period set forth in this Article. Contractor shall furnish the Agency with all warranty and guarantee documents prior to final acceptance of the Project by the Agency as required.

D. When specifically indicated in the Contract Documents or when directed by the Engineer, the Agency may furnish materials or products to the Contractor for installation. In the event any act or failure to act by Contractor shall cause a warranty applicable to any materials or products purchased by the Agency for installation by the Contractor to be voided or reduced, Contractor shall indemnify the Agency from and against any cost, expense, or other liability arising therefrom, and shall be responsible to the Agency for the cost of any repairs, replacement or

other costs that would have been covered by the warranty but for such act or failure to act by Contractor.

E. The Agency shall notify the Contractor, in writing, within a reasonable time after the discovery of any failure, defect, or damage. The Contractor shall within ten (10) Days after being notified commence and perform with due diligence all necessary work to remedy the failure, defect, or damage. If the Contractor fails to promptly remedy any defect or damage, the Agency shall have the right to replace, repair or otherwise remedy the defect, or damage at the Contractor's expense.

F. In the event of any emergency constituting an immediate hazard to health, safety, property, or licensees, when caused by Work of the Contractor not in accordance with the Contract requirements, the Agency may undertake at Contractor's expense, and without prior notice, all Work necessary to correct such condition.

G. This Article shall not limit Agency's rights under this Contract or with respect to latent defects, gross mistakes, or fraud. Nothing in the warranty or in the Contract Documents shall be construed to limit the rights and remedies available to the Agency at law or in equity, including, but not limited to, Code of Civil Procedure section 337.15.

ARTICLE 9 - Change Orders; Dispute Resolution

9.1 Change Orders and Time Extensions.

A. Change Orders. All changes to the Contract, including compensation increases and time extensions, shall be through a written Change Order in accordance with this Article. The Agency, without invalidating the Contract, may order changes in the Work consisting of additions, deletions or other revisions, and Contractor's compensation and the time for completion shall be adjusted accordingly. Whenever any change is made as provided for herein, such change shall be considered and treated as though originally included in the Contract, and shall be subject to all terms, conditions, and provisions of the original Contract. Contractor shall not be entitled to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any item or portion of Work to be done. No dispute, disagreement, or failure of the parties to reach agreement on the terms of the Change Order shall relieve the Contractor from the obligation to proceed with performance of the Work, including Additional Work, promptly and expeditiously. Any alterations, extensions of time, Additional Work, or any other changes may be made without securing consent of the Contractor's surety or sureties.

B. Agency Directive. The Agency may direct changes in the Work by delivering a written directive. To the extent the work directive results in a change to compensation or time, Contractor must timely request a Change Order and comply with all Change Order procedures in accordance with this Article. Notwithstanding issuance of a work directive, Contractor's failure to timely request a Change Order shall constitute a waiver by Contractor of any adjustment to compensation or time extension for Work performed under the directive. The Agency shall not be liable to Contractor for Work performed or omitted by Contractor in reliance on verbal orders.

C. Contractor's Notice of Change/Delay. If Contractor intends to initiate a Change Order Request, then Contractor shall provide the Agency with written notice of the underlying facts and circumstances that gave rise to the proposed change within the following times:

1. If due to unknown subsurface or latent physical conditions, within three (3) days from the discovery date or prior to the alterations of the conditions, whichever is earlier.

2. If due to a Force Majeure Event, as soon as reasonably practicable under the conditions, which shall be no longer than three (3) days from the date the Contractor discovers that the Force Majeure Event gives rise to a change, unless that the conditions are such that notice within three (3) days is not possible or practicable.

3. If due to any other matter that may involve an adjustment to the GCD or the Contract Price, within seven (7) Days from the discovery date.

   To be considered valid and complete, the notice of change/delay shall include a general statement of the circumstances giving rise to the notice of change/delay and a reasonable order of magnitude estimate of the additional costs and/or time. If the circumstances give rise to both a cost adjustment and time extension, Contractor shall submit the notice of change and notice of delay concurrently.

D. Request for Change in Compensation and/or Extension of Time. Contractor shall submit a Change Order Request for any adjustment to Contractor's compensation and/or any extension of time. The Change Order Request shall be made prior to incurring any expense and within fourteen (14) Days from either Contractor's notice of change/delay or the Agency's directive ordering the change. For any costs or information that cannot be determined at the time Contractor submits the Change Order Request, Contractor shall submit to the Agency notice of the costs or

information and all supporting documentation within five (5) Days of when the costs or other information become subject to determination. The Change Order Request shall include all of the following information (unless inapplicable to the change):

1. A detailed description of the circumstances giving rise to the request;

2. A complete itemized cost proposal, including itemized pricing for first tier Subcontractors;

3. Supporting documentation for all costs;

4. A time impact analysis showing the impact of the delay to the critical path to completion;

5. If any added costs or information cannot be determined at the time of the Change Order Request, the reason the costs or information cannot be determined at the time; and

6. Certification to the accuracy of the Change Order Request under penalty of perjury.

   The time impact analysis shall be in the critical path method format and shall show the sequencing of all critical and non-critical new activities and/or activity revisions affected by the delay, with logic ties to all affected existing activities noted on the schedule. The Agency may demand, and Contractor shall provide, any additional information supporting the Change Order Request, including but not limited to native electronic format version of schedules and time impact analyses. Contractor shall provide the requested additional information within five (5) Days of the request.

E. Agency's Final Decision on Change Order; Ordered Changes. If the Agency denies the Change Order Request or disagrees with the proposal submitted by Contractor, it will notify the Contractor, and the Agency will provide its opinion of the appropriate price and/or time extension. If no agreement can be reached, the Agency shall have the right to order the Work performed on a time and materials basis or to issue a unilateral Change Order setting forth the Agency's determination of the reasonable additions or savings in costs and time attributable to the extra or deleted work. The Agency shall also have the right to order changes in the Work to be performed promptly by the Contractor on a time and materials basis or to issue a unilateral Change Order setting forth the Agency's determination of the reasonable additions or

savings in costs and time attributable to the extra or deleted work. The Agency's determination shall become final and binding if the Contractor fails to submit a claim in writing in accordance with Article 9.2 to the Agency within fourteen (14) Days of the issuance of the unilateral Change Order, disputing the terms of the unilateral Change Order and providing such supporting documentation for its position as the Agency may reasonably require.

F. Contractor's Waiver of Further Relief.

1. Contractor recognizes and acknowledges that timely submission of a formal written notice of change/delay and Change Order Request, whether or not the circumstances of the change may be known to the Agency or available to the Agency through other means, is not a mere formality but is of crucial importance to the ability of the Agency to promptly identify, prioritize, evaluate and mitigate the potential effects of changes. Any form of informal notice, whether verbal or written (including, without limitation, statements in requests for information, statements in Submittals, statements at any job meeting or entries on monthly reports, daily logs or job meeting minutes), that does not strictly comply with the formal requirements of this Article, shall accordingly be insufficient.

2. Contractor's Failure To Provide A Complete And Timely Notice Of Change/Delay And/Or Change Order Request, Or To Comply With Any Other Requirement Of This Article, Shall Constitute A Waiver By Contractor Of The Right To A Contract Adjustment On Account Of Such Circumstances And A Waiver Of Any Right To Further Recourse Or Recovery By Reason Of Or Related To Such Change By Means Of The Claims Dispute Resolution Process Or By Any Other Legal Process Otherwise Provided For Under Applicable Laws.

G. Change Order Format. A Change Order signed by the Contractor indicates the Contractor's agreement therewith, including any adjustment in compensation or extension of time, and the full and final settlement of all costs (direct, indirect and overhead) related to the Work authorized by the Change Order. The Agency may designate the forms to be used for notices, requests, and Change Orders. If so designated, Contractor may only use such forms. Contractor shall not reserve a right to assert impact costs, extended job site costs, extended overhead, constructive acceleration and/or actual acceleration beyond what is stated in the Change Order. No Claims shall be allowed for impact, extended overhead costs, constructive acceleration and/or actual acceleration due to a multiplicity of changes and/or

clarifications. The Contractor may not change or modify the Agency's Change Order form in an attempt to reserve additional rights.

H. Determining Adjustments to Compensation.

1. Limitation on Costs. Contractor shall not be entitled to any compensation for Work subject to a Change Order except as expressly set forth in this Article. The mark-up added in instances of Additional Work shall constitute the entire amount of profit, any mark-ups, any field or home office overhead costs, including personnel, equipment or office space, any materials, or any costs of equipment idle time for such Work.

2. Lump Sum Change Orders. Whenever possible, any changes affecting compensation shall be in a lump sum mutually agreed by the Contractor and the Agency.

3. Time and Materials Change Orders. The Agency may direct the Contractor to proceed with the Additional Work with payment to be made on the basis of actual cost of the labor and materials required to complete the Additional Work. If the Project is federally funded, a time and materials Change Order shall only be issued after a determination that no other Change Order is suitable and the Change Order shall include a ceiling price that the Contractor exceeds at its own risk.

4. Federally Funded Projects. For any change in price to the Contract, general and administrative expenses shall be negotiated and must conform to the cost principles set forth under at 2 C.F.R. Part 200, subpart E (if applicable to the Project), and profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the Additional Work to be performed, the risk borne by the Contractor, the Contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

5. Allowed Costs. Estimates for lump sum quotations and accounting for time-and-material work shall be limited to direct expenditures necessitated specifically by the change and shall be segregated as follows:

   a. Labor. The costs of labor will be the actual cost for wages prevailing locally for each craft or type of worker at the time the work is done, plus employer payments of payroll taxes and insurance, health and welfare, pension,

vacation, apprenticeship funds, and other direct costs resulting from federal, state or local laws, as well as assessment or benefits required by lawful collective bargaining agreements. The use of a labor classification which would increase the cost will not be permitted unless the Contractor establishes the necessity for such additional costs. Labor costs for equipment operators and helpers shall be reported only when such costs are not included in the invoice for equipment rental. Estimated labor hours must only include hours for those workmen and working foremen directly involved in performing the change order work. Supervision above the level of working foremen (such as general foremen, superintendent, project manager, etc.) is considered to be included in the markup percentages as outlined below. Note that no separate allowances for warranty expense will be allowed as a direct cost of a change order. Costs attributed to warranty expenses will be considered to be covered by the markup. Labor burden allowable in Change Orders shall be defined as employer's net actual cost of payroll taxes (FICA, Medicare, SUTA, FUTA), net actual cost for employer's cost of union benefits (or other usual and customary fringe benefits if the employees are not union employees), and net actual cost to employer for worker's compensation insurance taking into consideration adjustments for experience modifiers, premium discounts, dividends, rebates, expense constants, assigned risk pool costs, net cost reductions due to policies with deductibles for self-insured losses, assigned risk rebates, etc. Contractor shall reduce their standard payroll tax percentages to properly reflect the effective cost reduction due to the estimated impact of the annual maximum wages subject to payroll taxes. An estimated percentage for labor burden may be used for pricing change orders. However, the percentage used for labor burden to price Change Orders will be examined at the conclusion of the Project and an adjustment to the approved Change Orders will be processed if it is determined that the actual labor burden percentage should have been more or less than the estimated percentage used.

b. Materials. The cost of materials reported shall be at the lowest current price at which such materials are locally available in the quantities involved, plus sales tax, freight and delivery. Materials costs shall be based upon Supplier or manufacturer’s invoice.

c. Tool and Equipment Use. Regardless of ownership, the rates to be used in determining equipment use shall not exceed listed rates prevailing locally at equipment rental agencies, or distributors, at the time the work is performed.

The Contractor shall furnish cost data supporting the establishment of the rental rate. The rental rate to be applied for use of each items of equipment shall be the rate resulting in the least total cost to the Agency for the total period of use. The Agency shall make the final determination as to an equitable rental rate for the equipment. No payment will be made for the use of small tools, which have a replacement value of $1,000 or less. The rental time to be paid for equipment shall be the time the equipment is in productive operation on the Additional Work being performed. Rental time will not be allowed while equipment is inoperative due to breakdowns. All equipment shall, in the opinion of the Agency, be in good working condition and suitable for the purpose for which the equipment is to be used. Equipment with no direct power unit shall be powered by a unit of at least the minimum rating recommended by the manufacturer. Before construction equipment is used on any Additional Work, the Contractor shall plainly stencil or stamp an identifying number thereon at a conspicuous location, and shall furnish to the Agency, in duplicate, a description of the equipment and its identifying number. When hourly rates are listed, any part of an hour less than 30 minutes of operation shall be considered to be 1/2-hour of operation, and any part of an hour greater than 30 minutes will be considered one hour of operation. When daily rates are listed, any part of a day less than 4 hours operation shall be considered to be 1/2-day of operation.

6. Allowed Mark-up. The allowed mark-up for any and all overhead (including supervision and home and field office costs) and profit on work added to the Contract shall be determined in accordance with the following provisions:

   a. "Net Cost" is defined as the actual costs of labor, materials and tools and equipment only, excluding overhead and profit. The costs of applicable insurance and bond premium will be reimbursed to the Contractor and Subcontractors at cost only, without mark-up. Contractor shall provide the Agency with documentation of the costs, including but not limited to payroll records, invoices, and such other information as the Agency may reasonably request.

   b. For Work performed by the Contractor's forces the allowed mark-up shall not exceed the percentage included in the CMAR's Cost Proposal Form in Attachment 10 and shall be calculated by multiplying that percentage against Contractor's Net Cost.

c. For Work performed by a Subcontractor, the added cost for overhead and profit shall not exceed the percentage included in the CMAR's Cost Proposal Form in Attachment 10 and shall be calculated by multiplying that percentage against Subcontractor's Net Cost.

d. For Work performed by a sub-subcontractor, the added cost for overhead and profit shall not exceed the percentage included in the CMAR's Cost Proposal Form in Attachment 10 and shall be calculated by multiplying that percentage against sub-subcontractor's Net Cost.

e. No additional mark-up will be allowed for lower tier subcontractors, and in no case shall the added cost for overhead and profit payable by the Agency exceed twenty-five percent (25%) of the Net Cost as defined herein, of the party that performs the Work.

7. Documentation of Time-and-Material Costs.

a. T&M Daily Sheets. Contractor must submit timesheets, materials invoices, records of equipment hours, and records of rental equipment hours to the Agency's for an approval signature each day that Work is performed on a time-and-material basis. The Engineer's signature on time sheets only serves as verification that the Work was performed and is not indicative of the Agency's agreement to Contractor's entitlement to the cost.

b. T&M Summary Sheet. Contractor shall submit a T&M Summary Sheet, which shall include total actual costs, within five (5) Days following completion of Additional Work on a time-and-material basis. Contractor's total actual cost shall be presented in a summary table in an electronic spreadsheet file by labor, material, equipment, and any other costs, along with documentation supporting the costs. Contractor's failure to submit the T&M Summary Sheet within five (5) Days of completion of the Additional Work will result in Contractor's waiver for any reimbursement of any costs associated with the Additional Work.

8. Excluded Costs. The following costs or any other home or field office overhead costs, all of which are to be considered administrative costs covered by the Contractor's mark-up, shall not be allowed costs and shall not be included in any lump sum proposals or time-and-materials invoices:

a. Overhead Cost. Payroll costs and other compensation of Contractor's officers, executives, principals, general managers, engineers, architects, estimators, attorneys, auditors, accountants, purchasing and contracting agents, timekeepers, clerks, and other personnel employed by Contractor whether at the Site or in Contractor's principal office or any branch office, material yard, or shop for general administration of the Work;

b. Office Expenses. Expenses of Contractor's principal and branch offices;

c. Capital Expenses. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Additional Work and charges against Contractor for delinquent payments;

d. Negligence. Costs due to the negligence of Contractor or any Subcontractor or Supplier, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable, including without limitation the correction of Defective Work, disposal of materials or equipment wrongly supplied, and making good any damage to property;

e. Small Tools. Cost of small tools valued at less than $1,000 and that remain the property of Contractor;

f. Administrative Costs. Costs associated with the preparation of Change Orders (whether or not ultimately authorized), cost estimates, or the preparation or filing of Claims;

g. Anticipated Lost Profits. Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings, or unpaid retention;

h. Home Office Overhead. Costs derived from the computation of a "home office overhead" rate by application of the *Eichleay, Allegheny*, burden fluctuation, or other similar methods;

i. Special Consultants and Attorneys. Costs of special consultants or attorneys, whether or not in the direct employ of Contractor, employed for services specifically related to the resolution of a Claim, dispute, or other matter arising out of or relating to the performance of the Additional Work.

j. Other. Other overhead or general expense costs of any kind and the cost of any item not specifically and expressly included in the Contract Documents;

including but not limited to: submittals, drawings, field drawings, shop drawings, including submissions of drawings; field inspection; general superintendence; computer services; reproduction services; salaries of project engineer, superintendent, timekeeper, storekeeper, and secretaries; janitorial services; small tools, incidentals and consumables; temporary on-site facilities (offices, telephones, high speed internet access, plumbing, electrical power, lighting; platforms, fencing, water); surveying; estimating; protection of work; handling and disposal fees; final cleanup; other incidental work; related warranties; insurance and bond premiums.

9.2 Procedure for Resolving Claims.

A. Prerequisites. Contractor shall timely comply with any and all requirement of the Contract Documents pertaining to notices and requests for changes to the GCD or Contract Price, including but not limited to all requirements of Article 9.1, as a prerequisite to filing any claim governed by this Article. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the time for completion or Contractor's compensation, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law.

B. Intent. Effective January 1, 1991, Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Effective January 1, 2017, Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Article is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Article shall be construed to be consistent with all applicable law, including but not limited to these statutes.

C. Claims. For purposes of this Article, "Claim" means a separate demand by the Contractor for:

1. An adjustment to the time for completion including, without limitation, for relief from damages or penalties for delay assessed by the Agency;

2. Payment by the Agency of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, payment for which is not

otherwise expressly provided or to which the Contractor is not otherwise entitled; or

3. An amount the payment of which is disputed by the Agency.

A "Claim" does not include any demand for payment for which the Contractor has failed to provide notice, request a Change Order, or otherwise failed to follow any procedures contained in the Contract Documents.

D. Filing Claims. Claims governed by this Article may not be filed unless and until the Contractor completes any and all requirements of the Contract Documents pertaining to notices and requests for changes to the GCD or Contract Price, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Article must be filed no later than thirty (30) Days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the Agency and shall include on its first page the following words in 16 point capital font: "THIS IS A CLAIM." The Claim shall include the all information and documents necessary to substantiate the Claim, including but not limited to those identified below. Nothing in this Article is intended to extend the time limit or supersede notice requirements otherwise provided by Contract Documents. Failure to follow such contractual requirements shall bar any Claims or subsequent proceedings for compensation or payment thereon.

E. Documentation. Contractor shall submit all Claims in the following format:

1. Summary description of Claim including basis of entitlement, merit and amount of time or money requested, with specific reference to the Contract Document provisions pursuant to which the Claim is made

2. List of documents relating to Claim:

a. Specifications

b. Drawings

c. Clarifications (Requests for Information)

d. Schedules

e. Other

3. Chronology of events and correspondence

4. Narrative analysis of Claim merit

5. Analysis of Claim cost, including calculations and supporting documents

6. Time impact analysis in the form required by the Contract Documents or, if the Contract Documents do not require a particular format, CPM format, if an adjustment of the GCD is requested

F. Agency's Response. Upon receipt of a Claim pursuant to this Article, the Agency shall conduct a reasonable review of the Claim and, within a period not to exceed 45 Days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within 60 Days after the Agency issues its written statement.

1. If the Agency needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the Claim, and the Agency's governing body does not meet within the 45 Days or within the mutually agreed to extension of time following receipt of a Claim sent by registered mail or certified mail, return receipt requested, the Agency shall have up to three (3) Days following the next duly publicly noticed meeting of the Agency's governing body after the 45-Day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

2. Within 30 Days of receipt of a Claim, the Agency may request in writing additional documentation supporting the Claim or relating to defenses or Claims the Agency may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the Agency and the Contractor. The Agency's written response to the Claim, as further documented, shall be submitted to the Contractor within 30 Days (if the Claim is less than $50,000, within 15 Days) after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

G. Meet and Confer. If Contractor disputes the Agency's written response, or the Agency fails to respond within the time prescribed, the Contractor may so notify the

Agency, in writing, either within 15 Days of receipt of the Agency's response or within 15 Days of the Agency's failure to respond within the time prescribed, respectively, and demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, the Agency shall schedule a meet and confer conference within 30 Days for settlement of the dispute.

H. Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the Claim or any portion of the Claim remains in dispute, the Agency shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within 60 Days after the Agency issues its written statement. Any disputed portion of the Claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the Agency and the Contractor sharing the associated costs equally. The public entity and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.

1. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the Claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

2. For purposes of this Article, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this Article.

3. Unless otherwise agreed to by the Agency and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Section 20104.4 to mediate after litigation has been commenced.

4. The mediation shall be held no earlier than the date the Contractor completes the Work or the date that the Contractor last performs Work, whichever is earlier. All unresolved Claims shall be considered jointly in a single mediation, unless a new unrelated Claim arises after mediation is completed.

I. Procedures After Mediation. If following the mediation, the Claim or any portion remains in dispute, the Contractor must file a Claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a Claim must be filed shall be tolled from the time the Contractor submits his or her written Claim pursuant to subdivision (a) until the time the Claim is denied, including any period of time utilized by the meet and confer conference.

J. Civil Actions. The following procedures are established for all civil actions filed to resolve Claims of $375,000 or less:

1. Within 60 Days, but no earlier than 30 Days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within 15 Days by both parties of a disinterested third person as mediator, shall be commenced within 30 Days of the submittal, and shall be concluded within 15 Days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

2. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

K. Government Code Claim Procedures.

1. This Article does not apply to tort claims and nothing in this Article is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commending with Section 900) and Chapter 2

(commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

2. In addition to any and all requirements of the Contract Documents pertaining to notices of and requests for adjustment to the Contract Time, Contract Price, or compensation or payment for Additional Work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Section 900, et seq. prior to filing any lawsuit against the Agency.

3. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time or Contract Price for Additional Work, disputed Work, construction claims, and/or changed conditions have been followed by Contractor. If Contractor does not comply with the Government Code claim procedure or the prerequisite contractual requirements, Contractor may not file any action against the Agency.

4. A Government Code claim must be filed no earlier than the date the Work is completed or the date the Contractor last performs Work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved Claims known to Contractor or that should reasonably by known to Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.

L. Non-Waiver. The Agency's failure to respond to a Claim from the Contractor within the time periods described in this Article or to otherwise meet the time requirements of this Article shall result in the Claim being deemed rejected in its entirety, and shall not constitute a waiver of any rights under this Article.

ARTICLE 10 - Measurement; Payment

10.1 Cost Breakdown. Contractor shall furnish on forms approved by the Agency within ten (10) Days of the Notice to Proceed with Construction, a schedule of values allocating the entire Contract Price to the various portions of the Work and prepared in such a form and supported by such data to substantiate its accuracy as the Engineer may require. This schedule of values, unless objected to by the Engineer, shall be used as a basis for reviewing the Contractor's applications for payment. Contractor shall submit

the schedule of values prior to submitting its first application for payment, and the Agency will not issue any payment until it receives and approves the schedule of values.

10.2 Progress Estimates and Payment.

A. By the tenth (10th) Day of the following calendar month, Contractor shall submit to Engineer a payment request which shall set forth in detail the value of the Work done for the period beginning with the date Work was first commenced and ending on the end of the calendar month for which the payment request is prepared. Contractor shall include any amount earned for authorized Change Orders. Contractor shall certify under penalty of perjury, that all cost breakdowns and periodic estimates accurately reflect the Work on the Project.

B. From the total thus computed, a deduction shall be made in the amount of five percent (5%) for retention, except where the Agency has adopted a finding that the Work done under the Contract is substantially complex, and then the amount withheld as retention shall be the percentage specified in the Contract Documents. The amount computed, less the amount withheld for retention and any amounts withheld as set forth below, shall be the amount of the Contractor's payment request.

C. Agency may withhold a sufficient amount or amounts of any payment or payments otherwise due to Contractor, as in its judgment may be necessary to cover:

1. Payments which may be past due and payable for just claims against Contractor or any Subcontractors for labor or materials furnished in and about the performance of work on the Project under this Contract.

2. Defective Work not remedied.

3. Failure of Contractor to make proper payments to his Subcontractor or for material or labor.

4. Completion of the Contract if there is a reasonable doubt that the Work can be completed for balance then unpaid.

5. Damage to another contractor or a third party.

6. Amounts which may be due the Agency for claims against Contractor.

7. Failure of Contractor to keep the Record Drawings up to date.

8. Failure to provide update on construction schedule as required herein.

9. Site cleanup.

10. Failure to comply with Contract Documents.

11. Liquidated damages.

12. Legally permitted penalties.

D. Agency may apply such withheld amount or amounts to payment of such claims or obligations at its discretion with the exception of subsections (C)(1), (3), and (5) of this Article, which must be retained or applied in accordance with applicable law. In so doing, the Agency shall be deemed the agent of Contractor and any payment so made by the Agency shall be considered as a payment made under contract by the Agency to Contractor and the Agency shall not be liable to Contractor for such payments made in good faith. Such payments may be made without prior judicial determination of claim or obligations. The Agency will render Contractor a proper accounting of such funds disbursed on behalf of Contractor.

E. Upon receipt, the Engineer shall review the payment request to determine whether it is undisputed and suitable for payment. If the payment request is determined to be unsuitable for payment, it shall be returned to Contractor as soon as practicable but not later than seven (7) Days after receipt, accompanied by a document setting forth in writing the reasons why the payment request is not proper. The Agency shall make the progress payment within 30 Days after the receipt of an undisputed and properly submitted payment request from Contractor, provided that a release of liens and claims has been received from the Contractor pursuant to Civil Code section 8132. The number of days available to the Agency to make a payment without incurring interest pursuant to this paragraph shall be reduced by the number of Days by which the Engineer exceeds the seven (7) Day requirement.

F. A payment request shall be considered properly executed if funds are available for payment of the payment request and payment is not delayed due to an audit inquiry by the financial officer of the Agency.

G. Agency shall have the right to adjust any estimate of quantity and to subsequently correct any error made in any estimate for payment.

10.3 Final Acceptance and Payment

A. Following the Agency's acceptance of the Work, the Contractor shall submit to the Agency a detailed Project accounting as detailed in the Contract.

B. When the Work has been accepted there shall be paid to Contractor a sum equal to the Contract Price less any amounts previously paid Contractor and less any amounts withheld by the Agency from Contractor under the terms of the Contract. The final five percent (5%), or the percentage specified in the Notice Inviting Bids where the Agency has adopted a finding of substantially complete, shall not become due and payable until as required by Public Contract Code section 7107. If the Contractor has placed securities with the Agency as described herein, the Contractor shall be paid a sum equal to one hundred percent (100%) of the Contract Price less any amounts due the Agency under the terms of the Contract.

C. Unless Contractor advises the Agency in writing prior to acceptance of the final five percent (5%) or the percentage specified in the Contract Documents where the Agency has adopted a finding of completion, or the return of securities held as described herein, said acceptance shall operate as a release to the Agency of all claims and all liability to Contractor for all things done or furnished in connection with this Work and for every act of negligence of the Agency and for all other claims relating to or arising out of this Work. If Contractor advises the Agency in writing prior to acceptance of final payment or return of the securities that there is a dispute regarding the amount due the Contractor, the Agency may pay the undisputed amount contingent upon the Contractor furnishing a release of all undisputed claims against the Agency with the disputed claims in stated amounts being specifically excluded by Contractor from the operation of the release. No payments, however, final or otherwise, shall operate to release Contractor or its sureties from the faithful performance bond, labor and material payment bond, or from any other obligation under this Contract.

D. In case of termination of the Contract any unpaid balance shall be and become the sole and absolute property of the Agency to the extent necessary to repay the Agency any excess in the cost of the Work above the Contract Price.

E. Final payment shall be made no later than 60 Days after the date of acceptance of the Work by the Agency or the date of occupation, beneficial use and enjoyment of the Work by the Agency including any operation only for testing, start-up or commissioning accompanied by cessation of labor on the Work, provided that a release of liens and claims has been received from the Contractor pursuant to Civil

Code section 8136. In the event of a dispute between the Agency and the Contractor, the Agency may withhold from the final payment an amount not to exceed 150% of the disputed amount.

F. Within ten (10) Days from the time that all or any portion of the retention proceeds are received by Contractor, Contractor shall pay each of its Subcontractors from whom retention has been withheld each Subcontractor's share of the retention received. However, if a retention payment received by Contractor is specifically designated for a particular Subcontractor, payment of the retention shall be made to the designated Subcontractor if the payment is consistent with the terms of the subcontract.

ARTICLE 11 - Miscellaneous

11.1 Patents.

A. Contractor shall hold and save the Agency, officials, officers, employees, and authorized volunteers harmless from liability of any nature or kind of claim therefrom including costs and expenses for or on account of any patented or unpatented invention, article or appliance manufactured, furnished or used by Contractor in the performance of this Contract.

11.2 Document Retention & Examination

A. In accordance with Government Code section 8546.7, records of both the Agency and the Contractor shall be subject to examination and audit by the State Auditor General for a period of three (3) years after final payment. Contractor shall make available to the Agency any of the Contractor's other documents related to the Project immediately upon request of the Agency. In addition to the State Auditor rights above, the Agency shall have the right to examine and audit all books, estimates, records, contracts, documents, bid documents, subcontracts, and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the modification in order to evaluate the accuracy and completeness of the cost or pricing data at no additional cost to the Agency, for a period of four (4) years after final payment.

11.3 Notice.

A. All notices shall be in writing and either served by personal delivery or mailed to the other party. Written notice to the Contractor shall be addressed to Contractor's

principal place of business unless Contractor designates another address in writing for service of notice. Notice to the Agency shall be addressed to the Agency as designated in the Notice Inviting Bids unless the Agency designates another address in writing for service of notice. Notice shall be effective upon receipt or five (5) Days after being sent by first class mail, whichever is earlier. Notice given by facsimile shall not be effective unless acknowledged in writing by the receiving party.

11.4 Notice of Third Party Claims

A. Pursuant to Public Contract Code section 9201, the Agency shall provide the Contractor with timely notification of the receipt of any third-party claims relating to the Contract. The Agency is entitled to recover reasonable costs incurred in providing such notification.

11.5 State License Board Notice

A. Contractors are required by law to be licensed and regulated by the Contractors' State License Board which has jurisdiction to investigate complaints against contractors if a complaint regarding a patent act or omission is filed within four (4) years of the date of the alleged violation. A complaint regarding a latent act or omission pertaining to structural defects must be filed within ten (10) years of the date of the alleged violation. Any questions concerning a contractor may be referred to the Registrar, Contractors' State License Board, P.O. Box 26000, Sacramento, California 95826.

11.6 Assignment of Contract

A. Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the rights or title of interest of any or all of this contract without the prior written consent of the Agency. Any assignment or change of Contractor's name of legal entity without the written consent of the Agency shall be void. Any assignment of money due or to become due under this Contract shall be subject to a prior lien for services rendered or material supplied for performance of Work called for under the Contract Documents in favor of all persons, firms, or corporations rendering such services or supplying such materials to the extent that claims are filed pursuant to the Civil Code, the Code of Civil Procedure or the Government Code.

11.7 Change In Name And Nature Of Contractor's Legal Entity.

A. Should a change be contemplated in the name or nature of the Contractor's legal entity, the Contractor shall first notify the Agency in order that proper steps may be taken to have the change reflected on the Contract and all related documents. No change of Contractor's name or nature will affect the Agency's rights under the Contract, including but not limited to the bonds.

11.8 Prohibited Interests

A. No Agency official or representative who is authorized in such capacity and on behalf of Agency to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the project, shall be or become directly or indirectly interested financially in the Contract.

11.9 Controlling Law

A. Notwithstanding any subcontract or other contract with any Subcontractor, Supplier, or other person or organization performing any part of the Work, this Contract shall be governed by the law of the State of California excluding any choice of law provisions.

11.10 Jurisdiction; Venue

A. Contractor and any Subcontractor, Supplier, or other person or organization performing any part of the Work agrees that any action or suits at law or in equity arising out of or related to the bidding, award, or performance of the Work shall be maintained in the Superior Court of Sonoma County, California, and expressly consent to the jurisdiction of said court, regardless of residence or domicile, and agree that said court shall be a proper venue for any such action.

11.11 Cumulative Remedies.

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Applicable Laws, by special warranty or guarantee, or by other provisions of the Contract Documents. The provisions of this Article will be as effective as if repeated specifically in the

Contract Documents in connection with each particular duty, obligation, right, and remedy to which they apply.

11.12 Survival of Obligations.

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

11.13 Headings.

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions.

11.14 Assignment of Antitrust Actions

A. In accordance with §7103.5(b) of the California Public Contract Code, Contractor and Subcontractors must conform to the following requirements:

1. In entering into a public works contract or a subcontract to supply goods, services, or materials pursuant to a public works contract, Contractor or Subcontractor offer and agree to assign to the awarding body all rights, title, and interest in and to all causes of action it may have under §4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with §16700) of Part 2 of Division 7 of the Business and Professions Code) arising from purchases of goods, services, or materials pursuant to the public works contract or the subcontract.

2. This assignment must be made and become effective at the time the awarding body tenders to Contractor, without further acknowledgment by the parties.

11.15 Other Legal Provisions.

A. Contractor shall give all notices and comply with all federal, state and local laws, ordinances, rules and regulations bearing on conduct of work as indicated and specified by their terms. References to specific laws, rules or regulations in this Contract are for reference purposes only, and shall not limit or affect the applicability of provisions not specifically mentioned. If Contractor observes that drawings and specifications are at variance therewith, he shall promptly notify Agency in writing and any necessary changes shall be adjusted as provided for in this

Contract for changes in Work. If Contractor performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations, and without such notice to Agency, he shall bear all costs arising therefrom.

B. Contractor shall be responsible for familiarity with the Americans with Disabilities Act ("ADA") (42 U.S.C. § 12101 et seq.). The Work will be performed in compliance with ADA laws, rules and regulations. Contractor shall comply with the Historic Building Code, including, but not limited to, as it relates to the ADA, whenever applicable.

C. Contractor acknowledges and understands that, pursuant to Public Contract Code section 20676, sellers of "mined material" must be on an approved list of sellers published pursuant to Public Resources Code section 2717(b) in order to supply mined material for this Contract.

D. No Agency official or representative who is authorized in such capacity and on behalf of Agency to negotiate, supervise, make, accept, or approve, or to take part in negotiating, supervising, making, accepting or approving any engineering, inspection, construction or material supply contract or any subcontract in connection with construction of the Work, shall be or become directly or indirectly interested financially in the Contract.

E. All provisions of law required to be inserted in the Contract or Contract Documents pursuant to any Applicable Laws shall be and are inserted herein. If through mistake, neglect, oversight, or otherwise, any such provision is not herein inserted or inserted in improper form, upon the application of either party, the Contract or Contract Documents shall be changed by Agency, at no increase in Contract Price or extension in Contract Times, so as to strictly comply with the Applicable Laws and without prejudice to the rights of either party hereunder.

Attachment 2
Scope Of Services

1. Pre-Construction Phase Services.

During the Pre-Construction Phase, CMAR shall perform management and coordination services, plan and specification constructability reviews, provide value-engineering reviews and recommendations and other reviews as necessary to verify that the drawings and specifications are clear and reasonably accurate to minimize the need for changes during the Construction Phase of the Project, including, but not limited to, the following:

1.1 General Services. CMAR shall:

(a) Attend regular meetings during Project development between the Architect, the Agency, Agency site personnel, and any other applicable consultants of the Agency as required to discuss the Project, including budget, scope and schedule.

(b) Assist Architect with the making of a written record of all meetings, conferences, discussions and decisions made between or among the Agency, Architect and CMAR.

(c) Assist the Architect with making formal presentations to the governing board of Agency.

(d) Prepare and update the preliminary Project schedule.

(e) Prepare and update the components of the GMP and shall be primarily in control of ensuring that the Project can and is constructed for no more than that amount.

(f) Provide review and comment upon geotechnical / soils investigation and report;

(g) Provide review and comment upon the survey of the Project site;

(h) Provide review and comment upon any environmental impact report ("EIR") or other required California Environmental Quality Act ("CEQA") documents with Agency's CEQA consultant.

1.2 Design-Assist Subcontractors. CMAR may utilize the services of the design-assist Subcontractors to perform Pre-Construction Services. CMAR acknowledges that compensation for such design-assist subcontractors are included in the Pre-Construction Services Fee. CMAR

shall be responsible for all Work performed by design-assist Subcontractors. CMAR may utilize design-assist Subcontractors to perform Construction Work so long as the Construction Cost provided by such design-assist Subcontractors are reasonable and consistent with the rates that the Agency would have received had the CMAR bid that Construction Work.

1.3 Preconstruction Services & Target GMP. The Agency has set an estimated construction cost for the Project of $16,768,329which shall be the target GMP for the Project ("Target GMP"). CMAR shall perform all Pre-Construction Services such that the GMP Proposal shall not include a GMP that exceeds the Target GMP. If, at any time, during the Project CMAR determines that the final GMP will exceed the Target GMP, CMAR shall inform the Agency in writing.

1.4 Preconstruction Schedule and Phasing Plan. Within fifteen (15) Days of the Agency's issuance of a Notice to Proceed for Pre-Construction Services, CMAR shall prepare a preconstruction schedule to guide the design team through to the solicitation of Subcontractor bids. That schedule shall show the multiphase and interrelations of design, Value Engineering (as defined below), Constructability Review (as defined below), and estimating. CMAR shall also prepare a full construction schedule for the Project detailing the phasing and construction activities. CMAR shall further investigate, recommend and prepare a schedule for the Agency's purchase of materials and equipment requiring long lead time procurement, and coordinate the schedule with the early preparation of portions of the Contract Documents by the Architect.

1.5 Review of Construction Documents. CMAR shall review the Construction Documents completed by the Architect and have a complete understanding of the Project design and scope. CMAR will work cooperatively with the Architect to develop a progressive design, with the CMAR role to provide input on value engineering, schedule impacts, constructability, and materials of construction, construction methods, and costs to help refine the Project to meet the needs of Agency as described in subsequent sections. It is the intent to provide design input early and appropriately to avoid schedule delays and re-design. This includes without limitation the following:

(a) Provide recommendations on site use and improvements, selection of materials, building systems and equipment and methods of Project delivery;

(b) Provide recommendations on relative feasibility of construction methods, availability of materials and labor, time requirements for procurement, installation and construction of the Project and subparts thereof, and factors relating to cost including, but not limited to, construction costs of alternate designs of materials, preliminary budgets and possible economics that could be achieved through alternate methods or substitutions;

(c) Provide interim design phase estimates to establish and maintain the Project budget and scheduled costs; and

(d) Provide plan review.

1.6 Labor/Materials Marketplace Survey. CMAR shall survey the existing labor and materials marketplace conditions in the locality of the Project to ascertain the availability of suitable labor and materials necessary to complete Project construction as outlined in the Scope of Services. Within thirty (30) Days of the date indicated in the Project Milestone Schedule attached as Attachment 6 for the Agency to issue a Notice to Proceed for Pre-Construction Services, the CMAR shall complete the labor/materials marketplace survey and provide the Agency with a written evaluation of the extent of available and suitable labor/materials and whether the CMAR anticipates that the extent of available and suitable labor/materials will impact the costs/time for completion of Project construction. If the CMAR concludes that the extent of available and suitable labor/materials may have an adverse impact on costs/time for completion of Project construction, the CMAR's written evaluation shall include recommendations for measures to mitigate such potential adverse impacts to costs/time. CMAR must continually review the Construction Documents to identify long lead procurement items (manufactured/fabricated items, equipment, materials and supplies) for the Project. Long lead items should be identified in the bid packages and Project schedule prepared by CMAR. If authorized by the Agency, CMAR will ensure that it procures long-lead items prior to bidding bid packages. CMAR shall track progress of the manufacturing or fabricating these long lead items and advise the Agency of any problems or possible delays in delivery. Agency reserves the right to procure any and all the materials and equipment required for the Project.

1.7 Value Engineering. CMAR's review of Construction Documents shall include Value Engineering. "Value Engineering" or "VE" as used herein shall mean an organized effort to analyze the functions of systems, equipment, facilities, services, and supplies depicted in Construction Documents prepared by Architect for the Project to identify equipment, materials or systems which provide for comparable function at reduced initial or life-time cost consistent with required performance, reliability, quality, and safety for similar types of projects. Value Engineering is intended to enable a contractor to construct the Project more efficient and economically consistent with the Project's goals and objectives, without sacrificing quality. The following Value Engineering obligations, including the preparation of the VE Report (as defined below) shall be performed after the Architect's completion of 50% Construction Documents.

(a) <u>Value Engineering Requirements.</u> In performing Value Engineering, the CMAR shall, without limitation, do the following:

(i) Identify all documents necessary for CMAR to fully understand the background and decisions that have influenced the design.

(ii) Coordinate with the Agency and Architect to obtain any further documentation necessary to develop this understanding.

(iii) Review relevant meeting minutes, master plans, Agency design guidelines, Construction Documents and all other necessary documents related to the Project.

(iv) Analyze and understand key functional issues governing the Project, Project design, and Project systems so that CMAR understands how to best approach Value Engineering.

(v) Develop an understanding of the Agency's key criteria, objectives, and budgetary constraints with respect to the development of the Project.

(vi) Coordinate with the Agency and the Architect as necessary in the performance of Value Engineering to ensure that CMAR's recommendations are consistent with the Agency's criteria, objectives, and budgetary constraints.

(vii) Consider all ways to provide function within the Project at a lesser initial or life-cycle-cost representing improved value to the Agency without sacrificing quality.

(viii) Coordinate with the Architect to ensure that any recommendation is compliant with any authority having jurisdiction over the Project.

(b) Value Engineering Report. If, upon completing its review of the Construction Documents, CMAR believes that Work of the Project depicted in the Construction Documents, construction processes/procedures, specified materials/equipment or other aspects of the Construction Documents can be modified to reduce Construction Costs and/or the time for achieving Final Completion of the Project and/or to extend life-cycle and/or to reduce maintenance/operations costs, without diminution in the quality of materials/equipment/workmanship, scope or intended purposes of the Project, CMAR shall identify the same in writing (the "VE Report") for review and acceptance by Agency.

(i) VE Report Requirements. At a minimum, CMAR shall include the following in the VE Report:

(1) Recommendation Narrative. A narrative describing the difference between the existing Construction Documents and any change to the Construction Documents, the comparative advantages and disadvantages of each, to the extent applicable, a

justification if an item's function is being altered, and the effect of the change on system and facility performance.

(2) Changes to Construction Documents. A list and analysis of design criteria or specifications that must be changed if the Agency accepts the recommendation.

(3) Hard Costs. A detailed estimate of the impact on Project cost of the recommendation, if accepted and implemented by the Agency.

(4) Soft Costs / Maintenance Costs. A description and estimate of costs the Agency may incur in implementing the recommendation, including, without limitation, design costs, additional testing and inspections, and ongoing maintenance costs.

(5) Life Cycle Costs. A prediction of any effects the proposed recommendation may have on life cycle cost.

(6) Schedule Impacts. The effect the recommendation may have on design or construction schedules. CMAR shall include the amount of Days the Project would expected to extended or reduced based upon the change, which shall be broken down by each individual task related to that scope of work (e.g., shop drawing submittals, lead times for the procurement of materials and supplies, construction, etc.).

(ii) VE Report Presentation / Meeting. After the submittal of the VE Report, and upon the Agency's request, CMAR shall meet with the Agency to present the VE Report to the Agency and respond to any questions concerning the recommended changes in the VE Report.

(iii) Agency Review / Acceptance.

(1) Prior to authorizing Architect's performance of next phase design services, the Agency shall review the VE Report and decide whether to accept in writing any changes to the Construction Documents.

(2) Upon Agency's acceptance of change(s) to the Construction Documents, the CMAR shall send written direction to the Architect to incorporate those changes into the Construction Documents.

(3) Upon Architect's notice that it has incorporated the changes into the Construction Documents, CMAR shall review the modified Construction Documents to ensure that the Agency accepted changes are incorporated into the Construction Documents. If the CMAR determines that the Architect has not incorporated into the

Construction Documents the changes accepted by the Agency, CMAR shall advise the Agency in writing of the changes that were not included in the modified Construction Documents, and shall assist the Agency in ensuring that the Architect incorporates those modifications.

(4) If Architect disputes or otherwise recommends the denial of any recommendation from a VE Report, the Agency shall present a summary of the dispute to the Parties, and, within ten (10) days, each Party shall provide, in writing, to the Agency its statement of its position regarding the dispute to the Agency. Agency shall thereafter issue a written decision, which will be binding on the Parties.

1.8 Constructability Review. Concurrently with CMAR's review of the Construction Documents as to Value Engineering, CMAR shall perform Constructability Review(s). "Constructability Review(s)" or "CR(s)" as used herein shall mean a systematic review of the Design and Construction Documents to ensure that the Construction Documents delineate clear and feasible construction techniques, including, without limitation, making certain that the requirements of the construction work are clear, the Construction Documents are coordinated, and that they assist the contractor in subcontractor bidding, construction and project administration to result in reduced impacts to the Project. The purpose of the Construability Review is to eliminate flaws in the Construction Documents, eliminate issues that may cause other impacts, and to ultimately enable CMAR to bid, coordinate, schedule, sequence and construct the Project efficiently, and without time and scheduling impacts. The following Constructability Review obligations, including the preparation of the CR Report (as defined below) shall be performed after the Architect's completion of 50% Construction Documents.

(a) <u>Constructability Review Requirements.</u> In performing Constructability Review, CMAR shall, without limitation, do the following:

(1) Review the Design and Construction Documents and all other necessary documents related to the Project, including, without limitation, geotechnical reports, soils reports, and hazardous materials reports, to fully understand the Project, Project scope, and the Project site and to enable the CMAR to identify issues regarding constructability and associated risks arising from the current Construction Documents. The Constructability Review shall include the review of every element encountered by the general contractor during construction of the Project, including, without limitation whatsoever: material delivery, storage, site clearing, utilities work (location, interconnection, existing utilities, etc.), excavation, SWPPP requirements, field office locations, demolition, depiction of existing conditions, required equipment, required permits, coordination of the trades, verifying design elements, visual depictions, site access, traffic control, foundation of piers, etc.

(2) Identify existing conditions which may present construction problems and make recommendations regarding the project footprint, including, without limitation, Project limits within the Project site.

(3) Perform a field inspection to familiarize itself with the Project site and to enable it to provide detailed comments to the Construction Documents during the Constructability Review.

(4) Review the project budget for the current phase of design to determine whether the Project can be constructed within budget constraints and in light of risks identified during Constructability Review.

(5) Review the Construction Documents and propose an appropriate Project duration, sequencing, phasing, and the separation of subcontracts into categories of the work and trade bid packages.

(6) Coordinate with Agency and Architect as necessary in the performance of the Constructability Review.

(b) Constructability Report. At the conclusion of the Constructability Review for each phase of design, CMAR shall prepare a report ("CR Report") and submit the CR Report to the Agency. Each CR shall include all findings and recommendations made as a result of the CR, and shall identify any and all risks or impacts arising from any issues identified therein.

(i) Constructability Report Requirements. At a minimum, CMAR shall include the following in the CR Report:

(1) Issue / Risk Narrative. A narrative identifying each issue and the impact or risk associated with that issue. The narrative shall also include recommendations to avoid the risk or impact by making changes to the Construction Documents.

(2) Coordination. Identify any areas in which the drawings or specifications are not coordinated.

(3) Changes to Construction Documents. A list and analysis of design criteria or specifications that could be changed based on any identified issue.

(4) Budget Review. A narrative describing CMAR's review of the budget, and discussing whether the current budget for the Project is sufficient or achievable in light of the issues identified.

(5) Planning Review. A narrative describing CMAR's proposed Project duration, sequencing, phasing, and the separation of subcontracts into categories of the work and trade bid packages.

(ii) CR Report Presentation / Meeting. After the submittal of the CR Report, and upon Agency's request, CMAR shall meet with the Agency to present the CR Report to the Agency and respond to any questions concerning any issues raised in the CR Report.

(iii) Agency Review / Acceptance.

(1) Prior to authorizing Architect's performance of next phase design services, Agency shall issue the CR Report to Architect and, in its discretion, may instruct Architect to address the issues raised in the CR report.

(2) Architect shall then address any issues identified in the CR Report. Upon the Architect's notice that it has addressed all issues, CMAR shall review the modified Construction Documents to ensure that the issues in the CR have been addressed. If the CMAR determines that the Architect has not addressed any issue identified in the CR Report, the CMAR shall advise the Agency in writing of the unaddressed issues and shall assist the Agency in ensuring that the Architect addresses those issues.

(3) If the Architect objects to addressing any issue raised in the CR Report, CMAR shall meet and coordinate with the Architect to determine the proper resolution of the objection and shall issue a written recommendation to the Agency as to whether Architect should address the issue. The Agency shall thereafter issue a written decision, which will be binding on the Architect.

(iv) Confirm Modifications to Construction Documents. If Agency accepts CMAR's comments, including the value-engineering and/or constructability review comments, CMAR shall review the construction documents to confirm that those comments are properly incorporated into the final construction documents.

1.9 Budget of Project Costs. After the Architect's completion of 50% Construction Documents and 90% Construction Documents, CMAR shall prepare, or update and refine, the budget of the GMP based on the most recent set of Construction Documents. CMAR shall also advise the Agency and the Architect if it appears that the total construction costs may exceed the GMP established by the Agency and shall make recommendations for corrective action. CMAR will further provide input to the Agency and Architect relative to value of construction, means and methods for construction, duration of construction of various building methods and constructability. In each budget of the GMP, CMAR shall include values of scopes of Services

subdivided into component parts in sufficient detail to serve as the basis for progress payments during construction.

1.10 Construction Planning and Bidding. CMAR shall, in consultation with Agency and Architect, develop an overall strategy for bidding and constructing the Project taking into account factors affecting time for completing construction of the Project or the costs of constructing the Project, and which shall include and be consistent with the Subcontractor Procurement Process. CMAR shall conduct interviews and participate in meetings and conferences with the Architect, Agency's staff and others as necessary to develop a bidding and construction strategy consistent with Agency's Project objectives. CMAR shall submit its written recommended bidding and construction strategy to the Agency for review and approval. CMAR shall not solicit bids or procure Subcontractors for the Construction Phase unless and until CMAR has submitted, and Agency has approved in writing, the bidding and construction strategy.

1.11 Development Of Bid Packages. Based upon its review of Construction Documents (including any Agency accepted Value Engineering Reports and Constructability Review Reports), CMAR shall develop written bid package descriptions suitable for bidding by subcontractors. At least eight (8) Days prior to the date indicated in the Project Milestone Schedule attached as Attachment 6 for the CMAR to solicit bids or proposals, the bid packages developed by CMAR shall be submitted to Agency for review and acceptance by Agency. Agency will complete review of the bid packages and provide CMAR with comments, requested modifications and similar matters relating to the proposed bid packages. Notwithstanding the foregoing provisions or any other provisions of this Contract, the review of bid packages by Agency and acceptance of bid packages by Agency: (a) shall not relieve CMAR of its responsibility under this Contract for developing bid packages which shall incorporate all work, labor, materials, equipment and services necessary to construct the Project depicted in the Contract Documents for bidding by subcontractors; or (b) be deemed the assumption of responsibility by the Agency for the completeness, accuracy or sufficiency of any bid package or the totality of the bid packages developed by the CMAR. CMAR shall modify the Bid Packages as necessary to obtain the Agency's acceptance of the entirety of each Bid Package and the entirety to all bid packages. Costs for work, labor, materials or services indicated in the Construction Documents issued for bidding by subcontractors which are not incorporated into a bid package shall be the sole responsibility of CMAR.

1.12 Biding for Subcontractor Work. CMAR shall solicit and procure subcontractors pursuant to the Subcontractor Procurement Process attached to this Contract as Attachment 3.

1.13 The GMP Proposal.

(a) After CMAR completes the Subcontractor Procurement Process in Attachment 3 and/or at a time mutually agreed to by the Parties in a writing signed by both Parties, CMAR shall submit a proposal to the Agency (the "GMP Proposal") for management and construction of the Project as part of the Construction Phase for a Guaranteed Maximum Price. The GMP for the Construction Services shall be developed consistent with all requirements of the Contract Documents, including, without limitation, the components of the GMP set forth in the Contract.

(b) CMAR shall include with the GMP Proposal a written statement of its basis for the GMP, which shall include the following:

(i) A list of the Construction Documents, including, among other things, the Drawings and Specifications used as the basis for the GMP;

(ii) A list of the assumptions, exceptions, and clarifications made by CMAR in the preparation of the Proposal, which list is intended to supplement the information contained in the Construction Documents;

(iii) CMAR's proposed GMP for the Construction Services, including a statement of the estimated cost and a schedule of values organized by trade categories, allowances, and other items that comprise the GMP that shall, once agreed upon, become the Schedule of Values for the Project;

(iv) A list of all first-tier Subcontractors performing work that is equal to or greater than one-half of one-percent of the GMP;

(v) All documents necessary to substantiate CMAR's compliance with the Subcontractor Procurement Process;

(vi) The guaranteed final completion date of the Project ("Guaranteed Completion Date" or "GCD"); and

(vii) Any other information required by the Agency.

1.14 Review of the Proposal.

(a) Upon receipt of CMAR's Proposal, Agency may enter into negotiations with CMAR on the GMP to achieve a GMP mutually acceptable to the Parties. The determination of the GMP shall be by written amendment duly executed by the Parties ("GMP Amendment"). Unless otherwise expressly stated by the Parties in writing, the GMP Amendment shall not modify

any portion of this Contract except establishing or confirming the GMP and GMP for the Construction Phase.

(b) If the Parties are unable to reach an agreement on CMAR's Proposal, CMAR shall complete the Pre-Construction Services, if not yet completed. Agency shall pay CMAR only for the compensation agreed to for the Pre-Construction Services. All deliverables including without limitation Work Product, documents, engineering, budget costs, preliminary design, schedule and data developed by CMAR during the Pre-Construction Phase shall become the exclusive property of the Agency and shall be provided to Agency within ten (10) Days of Agency's notice to CMAR that Agency does not intend to move forward with a GMP and/or the Construction Phase.

1.15 Terms for Early Purchases of Equipment.

(a) Early Purchase Item(s). The term "Early Purchase Item(s)" means the material(s) and equipment that CMAR identifies in writing to Agency as those long lead time items that CMAR shall purchase before the issuance of a Notice to Proceed for Construction Services.

(b) Early Purchase Price (Total Purchase Price). The term "Early Purchase Price" means the individual cost for any one (1) Early Purchase Item, and the term "Total Early Purchase Price" means the "Total Cost" of the Early Purchase Items identified above.

(c) Notice & Evidence of Order. After CMAR identifies which items are long lead time items that CMAR intends to purchase before the issuance of a Notice to Proceed for Construction Services, the Agency shall approve, in writing, such early purchases and direct CMAR to make those purchases ("Early Purchase Notice"). Within THREE (3) calendar days of the issuance of the Early Purchase Notice, Contractor shall provide the Agency with a purchase order, bill of sale, bill of lading, invoice, or any other document identifying Contractor and/or its subcontractor as the title owner to Early Purchase Item(s) ("Purchase Documentation").

(d) Proof of Receipt of Early Purchase Item. Upon delivery of the Early Purchase Item(s) to CMAR, whether at the Project site or off-site, CMAR shall provide the Agency with verifiable documentation of the receipt of any Early Purchase Item(s) in the form of photographs specifically identifying:

(i) The Early Purchase Item(s);

(ii) The serial number(s) of each Early Purchase Item(s); and/or

(iii) Other indicia authenticating the Early Purchase Item(s).

(e) Total Compensation. Agency shall pay CMAR for the Early Purchase Item(s) an amount not to exceed the Total Early Purchase Price. Agency shall pay CMAR for the Early Purchase Item(s) on the terms set forth below (each, a "Early Purchase Payment"):

(i) Upon Proof of Purchase (50%). Agency shall pay CMAR Fifty-Percent (50%) of the Early Purchase Price for each Early Purchase Item identified in the Purchase Documentation, upon the Agency's receipt of the Purchase Documentation.

(ii) Upon Delivery (25%). Agency shall pay CMAR Twenty-Five Percent (25%) of the Early Purchase Price for each Early Purchase Item identified in the Purchase Documentation, upon delivery of the Early Purchase Item(s) to the Project site, or, if stored off-site, upon delivery of the Early Purchase Item(s) to the location for off-site storage.

(f) Upon Installation (20%). After the issuance of a Notice to Proceed for Construction Services the Agency shall pay CMAR Twenty Percent (20%) of the Early Purchase Price for each Early Purchase Item identified in the Purchase Documentation when:

(i) CMAR completes installation of the Early Purchase item;

(ii) The installation is approved by the Agency and/or Architect; and

(iii) The Agency approves the Application for Payment of documenting the complete installation of the Early Purchase Item(s).

(g) Retention. Agency shall retain Five Percent (5%) of the amount owed to CMAR from each Early Purchase Payment. Retention shall be released when the Contractor achieves completion of the Project consistent with the terms of the Contract Documents.

(h) Schedule of Values. When Contractor prepares its Schedule of Values for construction of the Project, Contractor shall include a line item(s) for each Early Purchase Item consistent with the Contract Documents.

(i) Storage and Related Requirements. Contractor's obligations to store the Early Purchase Item(s) shall comply with all requirements for storage of equipment and materials the Contract Documents and shall ensure that all policies of insurance protecting property shall cover the Early Purchase Item(s).

(j) No Adjustment to the Contract Price or Contract Time. CMAR expressly agrees and acknowledges that this process for the early purchase of equipment and materials herein is a contractual mitigation measure to avoid increased costs and to avoid delay(s) to the

construction of the Project. Agency's consent to this process hereunder shall in no way entitle the Contractor to an increase in the GMP or an extension of the GCD after the issuance of the Notice to Proceed for construction of the Project, unless otherwise permitted, and consistent with the requirements of, the Contract Documents.

2. Construction Phase Services.

CMAR agrees that it shall provide the Construction Services and shall be responsible for the construction of the Project and provision of the Construction Phase Services, in accordance with the Contract Documents, include without limitation the Contract and General Conditions (Attachment 1). CMAR shall provide administrative, management and related services necessary to manage, schedule, sequence and coordinate the work during the Construction Phase of the Project so that the Agency's Project objectives (including without limitation, budgetary and time objectives) are achieved and that the work is completed in strict conformity with the requirements of Contract Documents.

ATTACHMENT 3
SUBCONTRACTOR PROCUREMENT PROCESS

1. Subcontractor Bid Packages. CMAR shall prepare separate and specific Subcontractor bid packages that include all scope(s) of construction Work included in the Plans and Specifications.

2. Public Notice. CMAR shall provide notice of bidding for Subcontractors in accordance with the publication requirements applicable to the Agency's competitive selection process to solicit Subcontractors in compliance with statutory requirements and the Agency's process.

3. Agency Review of Bid Packages and Notice. At least fourteen (14) Days prior to the bidding of Subcontractor bid packages, CMAR shall provide Agency with a copy of the written notice it will publish (including newspaper advertising) to solicit Subcontractors. Agency reserves the right to request that CMAR reasonably revise its published notice.

4. Three Bona Fide Bids. CMAR is required to receive at least three (3) bona fide bids from Subcontractors for all scopes of Services on the Project that constitute more than three percent (3%) of the total Project scope of Services. Prior to the CMAR seeking bids, Agency may, in its sole discretion, and upon CMAR's written request, authorize CMAR to utilize a different minimum number of bona fide bids from Subcontractors.

5. Open-Book / Bid Opening. CMAR shall invite the Agency to attend all bid opening(s) for the Project and shall within 48 hours of the bid opening(s) provide copies or access to all bid documents provided by all Subcontractors.

6. Missing Scopes of Services in Subcontractor Bids ("Bid Levelling"). When CMAR has received all Subcontractor bids, CMAR shall identify all scope(s) of Construction Services for which CMAR did not receive a bid and provide a written justification as to why the scope(s) of Construction Services was either not included in a Subcontractor bid or was not bid on ("Unbid Work"). After Agency reviews the CMAR's justification, the Parties shall meet and confer and Agency shall reasonably determine, in its sole discretion, whether to:

6.1 Direct the CMAR to rebid the Unbid Work; or

6.2 If CMAR requests, allow the CMAR to self-perform the Unbid Work. If CMAR self-performs the Unbid Work, CMAR shall provide substantiation for the pricing for the Unbid Work that CMAR intends to self-perform. The Parties shall negotiate in good faith to determine a reasonable price for the Unbid Work that CMAR intends to self-perform. Agency reserves the right to seek its own pricing of that Work to verify the value of CMAR's proposed pricing.

7. Low Bid; Best Value. CMAR shall award subcontracts to subcontractors with the lowest responsive, responsible bid unless Agency allows CMAR to award by best value.

8. Self-Performing Construction Work. If CMAR intends to propose to self-perform portion(s) of the construction Work, it must:

8.1 a. Receive Agency's prior written approval.

8.2 b. Provide its pricing (its bid) to Agency 48 hours prior to CMAR's receipt of Subcontractor bids for those portion(s) of the Work.

8.3 c. Receive a minimum number of two (2) bona fide bids from Subcontractors for scope(s) of Work that the CMAR is bidding to self-perform, not including the CMAR's pricing/bid.

9. Finalizing GMP. After CMAR completes this Subcontractor Procurement Process and the Agency approves the Subcontractor bids and self-performed construction Work, if any, CMAR shall prepare a GMP Proposal that includes the proposed GMP consistent with the requirements of the Contract Documents.

ATTACHMENT 4
SPECIAL CONDITIONS

[Insert Special Conditions]

ATTACHMENT 5
KEY PERSONNEL

1. Key Personnel. The following individuals are CMAR's key personnel, none of whom can be replaced unless approved by Agency as provided herein (such approval not to be unreasonably withheld or delayed):

Project Executive	Marlene Moncada
Project Manager	Austin Shaw
Cost Estimator	Omar Mutwakil
Superintendent	Bryce Campbell
Construction Manager	Ryan Campbell
Preconstruction Manager	Brock Hoffman
Scheduler	Slavik Formuzal
VP/Division Manager	Jeff Good

2. Project Representatives

2.1. CMAR's Representative. CMAR hereby designates Jeffery Good or his or her designee, to act as its representative for the performance of this Contract ("CMAR's Representative"). CMAR's Representative shall have full authority to represent and act on behalf of the CMAR for all purposes under this Contract. CMAR's Representative shall supervise and direct all work on the Project, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the work pursuant to this Contract. If, for whatever reason, the CMAR's Representative is replaced and this section is not revised, or no such representative is designated, CMAR's Representative shall be read as applying to CMAR.

2.2. Agency's Representative. Agency hereby designates Leslie Lukacs or his or her designee, as the person to act as its representative for the performance of this Contract ("Agency's Representative"). The Agency's Representative shall be authorized to act as liaison between Agency and CMAR in the administration of this Contract and all work on the Project. Agency's Representative shall have the power to act on behalf of the Agency for all purposes under this Contract, including for the purpose of approving the design. Agency may designate new and/or different individuals to act as Agency's Representative

from time to time upon written notice to CMAR. If, for whatever reason, the Agency's Representative is replaced and this section is not revised, or no such representative is designated, Agency's Representative shall be read as applying to Agency.

ATTACHMENT 6
PROJECT MILESTONE SCHEDULE

The following is the milestone schedule for the Project:

Event	Completion Date
100% Design to PRMD	2/8/2027
GMP Executed	3/22/2027
Start Construction	4/14/2027
PEMB Structure Complete	12/29/2027
Building Dry-In	3/6/2028
Permanent Power	4/10/2028
Substantial Completion	8/23/2028
Final Completion	10/5/2028

ATTACHMENT 7
CONSTRUCTION PHASE FEE RESPONSIBILITY MATRIX

[Reserved]

ATTACHMENT 8
PERFORMANCE & PAYMENT BOND

[Begins on the Following Page]

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

WHEREAS, Zero Waste Sonoma ("Agency") has awarded to Swinerton Builders, ("CMAR") an agreement for Household Hazardous Waste Facility (hereinafter referred to as th

WHEREAS, the work to be performed by the CMAR is more particularly set forth in the Contract Documents for the Project dated, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the CMAR is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, the Agency and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the Agency in the sum of _____ dollars, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the CMAR, 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 Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the Agency, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefore, there shall be included costs and reasonable expenses and fees including reasonable attorney's fees, incurred by Agency in enforcing such obligation.

The obligations of Surety hereunder shall continue so long as any obligation of CMAR remains. Nothing herein shall limit the Agency's rights or the CMAR or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever CMAR shall be, and is declared by the Agency to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the Agency's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a Bid or Bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible Bidder, arrange for a Contract between such Bidder, the Surety and the Agency, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the GMP, including other costs and damages for which Surety may be liable. The term "balance of the GMP" as used in this paragraph shall mean the total amount payable to CMAR by the Agency under the Contract and any modification thereto, less any amount previously paid by the Agency to the CMAR and any other set offs pursuant to the Contract Documents.

(3) Permit the Agency to complete the Project in any manner consistent with California law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the GMP, including other costs and damages for which Surety may be liable. The term "balance of the GMP" as used in this paragraph shall mean the total amount payable to CMAR by the Agency under the Contract and any modification thereto, less any amount previously paid by the Agency to the CMAR and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the Agency may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the CMAR.

Surety shall not utilize CMAR in completing the Project nor shall Surety accept a Bid from CMAR for completion of the Project if the Agency, when declaring the CMAR in default, notifies Surety of the Agency's objection to CMAR's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder shall in any way affect its obligations on this bond, and it does hereby

waive notice of any such change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__.

_____
CMAR

By: _____
President

_____
Surety

By:_____
Attorney-in-Fact

The rate of premium on this bond is _____ per thousand. The total amount of premium charges, $_____.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____

_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____

_____

_____

(Telephone number of Surety and Agent or Representative for service _____

of process in California)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

Notary 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 _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, 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.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

Signer is representing:

Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

PAYMENT BOND (LABOR AND MATERIALS)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Zero Waste Sonoma ("Agency") has awarded to Swinerton Builders ("Principal") a contract ("Contract") for Household Hazardous Waster Facility (hereinafter referred to as the "Project").

WHEREAS, said Principal is required to furnish a bond in connection with said Contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and _____ as Surety, are held and firmly bound unto the Agency in the penal sum of _____ dollars ($_____) lawful money of the United States of America, 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.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions 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 amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the CMAR and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such Work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified, and also, in case suit is brought upon this bond, all litigation expenses incurred by the Agency in such suit, including reasonable attorneys' fees, court costs, expert witness fees and investigation expenses.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme or work of improvement herein above described, nor by any rescission or attempted rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such Contract or agreement or under the bond, nor by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of Contract between the owner or Agency and original CMAR or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of Sections 2819 and 2845 of the California Civil Code.

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 _____ day of _____ 20_____ the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative pursuant to authority of its governing body.

(Corporate Seal of Principal, if corporation)

_____
Principal

By: _____
President

(Seal of Surety)

_____

Surety

By:_____

Attorney-in-Fact

(Attached Attorney-In-Fact Certificate and Required Acknowledgements)

NOTE: A copy of the Power-of-Attorney to local representatives of the bonding company must be attached hereto.

Notary 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 _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, 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.

Signature of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s) ☐ Limited ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

Signer is representing:

Name Of Person(s) Or Entity(ies)

Signer(s) Other Than Named Above

ATTACHMENT 9
HOURLY RATE SCHEDULE FOR EXTRA WORK

[***Attach Rate Schedule***]

ATTACHMENT 10
CMAR'S COST PROPOSAL FORM

[***Attach Cost Proposal Form***]

ATTACHMENT 11
CERTIFICATIONS

[***Attach Certifications***

EXHIBIT C

PROJECT SCOPE



Aerial of Project Site Location 1



Map Location: 5885 Pruitt Ave, Windsor 1



Rendering of New HHWF 1

Project Scope

The project consists of the assistance with the design and the oversight and management of construction of a new household hazardous waste (HHW) facility located at 585 Pruitt Avenue, Windsor, California, intended to serve residents of northern Sonoma County. The project includes:

- Construction of a new one-story Household Hazardous Waste (HHW) facility.
- Exterior hazardous waste and recyclable materials storage areas designed for safe handling and regulatory compliance.
- Covered public drop-off area for the receipt of household hazardous waste from customers.
- Covered roll-off bin collection and staging area to support material handling and transportation.
- Associated site improvements, including utility connections, grading, drainage, paving, landscaping, lighting, and site security, as required.

- Site circulation improvements to accommodate customer vehicles, collection vehicles, and facility operations.
- All supporting infrastructure necessary for a fully functional, code-compliant, and operational HHW facility.

EXHIBIT D

PROJECT SCHEDULE

[Begins on the Following Page]

Zero Waste Sonoma HHW Facility R8

coar DESIGN GROUP

	Status	Reporting	Task Name	Start Date	End Date	Duration	Predecessors	Notes
1		★	Zero Waste Sonoma Household Hazardous Waste Facility	11/21/24	11/14/28	1039d		Complete the project before July 10, 2028
2	[illegible]	★	[illegible]	[illegible]	[illegible]	[illegible]		
3	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]		
4	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]		
6		★	Design	12/06/24	08/10/27	698d		Provide construction ready, permitted PS&Es by the end of 2026
8		★						
7			[illegible]	[illegible]	[illegible]	[illegible]		
14		★						
15			[illegible]	[illegible]	[illegible]	[illegible]		
23	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]		
32		★						
40		★	CMAR Selection	07/23/26	10/15/26	61d		
41			CMAR RFP Released	07/23/26	09/08/26	34d		
42			Evaluate CMAR Proposals	09/09/26	09/24/26	12d	41	
43			CMAR Selection & Award	09/25/26	10/15/26	15d	23FF, 42	
44		★	Design Development	02/16/28	10/21/28	177d		
45	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]	[illegible]	
35	[illegible]		[illegible]	[illegible]	[illegible]	[illegible]		
54			100% Design Development	07/23/26	10/21/26	65d		
55			Prepare 100% DD Package	07/23/26	09/02/26	30d	41SS	
56			Consultant to 100% DD Drawings to COAR	09/03/26	09/03/26	1d	55FF-5d	
57			COAR Review of 100% DD	09/03/26	09/16/26	10d	56	
58			Pickup COAR Comments	09/17/26	10/07/26	15d	57	
59	★		Submit 100% DD Package to ZWS	10/07/26	10/07/26	0	58	
60			QA QC Review of 100% DD Package	10/08/26	10/21/26	10d	62FF	
61			Page Flip with ZWS	10/15/26	10/15/26	1d	62FS-5d	
62			ZWS 100% DD Review & Approval	10/08/26	10/21/26	10d	59	
63		★	Pre-Application and Referral	05/27/26	11/19/26	90d		"Town's Pre-Application & Referral Phases (Planning Department)
64			Pre-App submittal to Town of Windsor	05/27/26	09/17/26	15d		
65	★		Submit REVIEW APPLICATION to Town of Windsor	09/17/26	09/17/26	0	56FS+1d	
66			Town of Windsor Review	05/28/26	09/17/26	15d	65	
67			Town of Windsor - Referral Phase	09/18/26	11/19/26	45d	66	
68		★	Demo & Deconstruction Package	10/21/26	04/12/27	123d		
90		★	Construction Documents	10/21/26	08/10/27	209d		
91			Authorization to Proceed to Construction Documents	10/21/26	10/21/26	0	62	
92			50% Construction Documents	10/22/26	01/13/27	60d		
93			Prepare 50% CDs	10/22/26	12/02/26	30d	91	
94			Consultant to 50% CD Drawings to COAR	12/03/26	12/03/26	1d	93FF-5d	
95			COAR Review of 50% CDs	12/03/26	12/09/26	5d	93	
96			Pickup COAR Comments	12/10/26	12/23/26	10d	95	
97	★		Submit 50% CD Package to ZWS	12/23/26	12/23/26	0	96	
98			QA QC Review of 50% CD Package	12/31/26	01/13/27	10d	100FF	
99			Page Flip with ZWS	01/07/27	01/07/27	1d	100FS-5d	
100			ZWS 50% CD Review & Approval	12/24/26	01/13/27	15d	97	
101			Authorization to proceed to 90% CDs	01/13/27	01/13/27	0	100	
102			90% Internal Progress Set - Construction Documents	01/14/27	03/11/27	41d		
103			Prepare 90% CDs	01/14/27	02/10/27	20d	101	
104			Consultant to 90% CD Drawings to COAR	02/11/27	02/11/27	1d	103FF-5d	
105			COAR Review of 90% CDs	02/11/27	02/17/27	5d	103	
106			Pickup COAR Comments	02/18/27	03/03/27	10d	105	
107	★		Submit 90% CD Package to ZWS	03/03/27	03/03/27	0	106	
108			Page Flip with ZWS	03/11/27	03/11/27	1d	107FS+5d	
109			Authorization to Proceed to Plan Check (100% CDs)	03/11/27	03/11/27	0	108	

	Status	Reporting	Task Name	Start Date	End Date	Duration	Predecessors	Notes
110		☆	Building Department Submittals (100% Construction Documents)	03/12/27	08/10/27	108d	62	
111		☆	Pick up COAR and ZWS comments	03/12/27	03/25/27	10d	109	
112		★	**Submit Plans to Building Department**	**03/25/27**	**03/25/27**	0	111	
113		☆	Building Department Review	03/26/27	05/06/27	30d	112	
114		☆	Pick up Building Department Comments	05/07/27	05/20/27	10d	113	
115		★	**2nd Submittal to Building Department**	**05/20/27**	**05/20/27**	0	114	
116		☆	Building Department 2nd Review	05/21/27	07/01/27	30d	115	
117		☆	Pick up Building Department and Bid Set Comments	07/02/27	07/15/27	10d	116, 122	
118		★	**Submit 100% CD to Building Department**	**07/15/27**	**07/15/27**	0	117	
119		☆	Receive Permitted Set	07/16/27	08/10/27	18d	118	
120		★	**Bidding**	03/26/27	07/29/27	90d		
121		☆	Bid Period	03/26/27	05/06/27	30d	112	
122		☆	Bid Analysis	05/07/27	05/27/27	15d	121	
123		☆	Incorporate Bid changes into Permit Set	07/16/27	07/29/27	10d	122, 118	
124		★	**Construction**	05/28/27	11/14/28	383d		
125		☆	Mobilization	05/28/27	06/10/27	10d	122	
126		☆	Demo & Deconstruction	06/11/27	07/22/27	30d	125, 89	
127		☆	Construction	08/11/27	10/17/28	310d	126, 119	
128		☆	Post-Construction Activities	10/18/28	11/14/28	20d	127	

Agenda Item #: **6**
Staff Contact**:** **Lukacs**
Agenda Date: **10/15/2026**
Approved By: **LL**

ITEM: 2025–26 STATE LEGISLATIVE UPDATE

I. RECOMMENDED ACTION / ALTERNATIVES TO RECOMMENDATION

Receive an informational update on the outcome of selected solid waste, recycling, household hazardous waste, extended producer responsibility, and organics-related legislation from the 2025–26 California Legislative Session. No action is required.

II. BACKGROUND

Zero Waste Sonoma (ZWS) monitors state legislation that may affect the Agency and its member jurisdictions related to solid waste and recycling programs, household hazardous waste management, organics recovery, extended producer responsibility (EPR), and implementation of state mandates. The 2025–26 Legislative Session concluded with the Governor's September 30, 2026 deadline to sign or veto legislation. A number of bills affecting solid waste, recycling, organics, hazardous materials, product stewardship, and local government responsibilities were signed into law.

III. DISCUSSION

The attachment identifies legislation affecting household hazardous waste, solid waste, recycling, and organics, with bills of particular relevance to ZWS and its member jurisdictions highlighted. Several of these measures are discussed below and will be presented to the Board in greater detail. Staff will continue to monitor implementation of the new laws, including the development of regulations and guidance that may result in future operational or fiscal impacts on ZWS and its member jurisdictions.

Household Hazardous Waste, Batteries, and Product Stewardship

AB 762 (Irwin) – Disposable Vapes

AB 762 prohibits the sale of nicotine vaping products in California unless they are refillable, rechargeable, and have a removable battery. The legislation aims to shift the market away from disposable vaping devices toward refillable or reusable alternatives.

SB 501 (Allen) – Medium-Format Batteries

SB 501 adds medium-format batteries, including batteries used in e-bikes, scooters, and outdoor equipment, to California's existing battery recycling framework.

AB 864 (Ward) – Solar Panels

AB 864 requires the Department of Toxic Substances Control (DTSC), by July 1, 2028, to conduct public workshops regarding the applicability of federal hazardous waste requirements to certain waste streams, including solar panels. The legislation also authorizes DTSC to classify solar panels as universal waste through regulation.

195 Concourse Blvd., Suite B, Santa Rosa, California 95403 **Phone:** 707.565.3579 Visit our website at www.zerowastesonoma.gov

AB 1617 (Alanis) - State Reporting
AB 1617 changes the reporting period for CalRecycle's annual Form 303 Household Hazardous Waste Collection Report from a fiscal year to a calendar year, aligning it with other HHW reporting requirements. This change will benefit ZWS by simplifying data collection and reporting, reducing the need to reconcile information across different reporting periods, and potentially reducing staff time spent preparing annual HHW reports.

SB 1383 and Organics

AB 643 (Wilson) – SB 1383 Procurement
AB 643 expands the types of products that local jurisdictions may use to meet SB 1383 recycled organic waste procurement requirements by allowing qualifying beneficial agricultural amendments derived from biosolids and other materials to receive procurement credit.

SB 881 (McNerney) – Food Donation
SB 881 extends the Farm to Food Bank Tax Credit, which provides farmers with 15 percent tax credit for food donated to food banks. It also extends the Emergency Food for Families Voluntary Contribution Tax Fund, which allows taxpayers to make voluntary contributions to food banks through their state tax returns.

IV. FUNDING IMPACT

There is no immediate funding impact associated with receiving this legislative update. Some of the legislation enacted may result in future fiscal or operational impacts to ZWS or its member jurisdictions as the laws are implemented and regulations or guidance are developed. Staff will continue to monitor these impacts and will return to the Board as appropriate if future budgetary actions are required.

V. ATTACHMENTS

2025-26 HHW, Waste, Recycling and Organics Legislation Update

2025-26 HHW, Waste, Recycling and Organics Legislation Update

Bill	Author	Topic	Summary	Final Status	ZWS / Member Jurisdiction Relevance
AB 28	Schiavo	Landfill	Establishes protocol for CalRecycle to require corrective action plans for subsurface elevated temperature events at landfills and authorizes multiagency coordination.	Signed	Relevant to landfill safety, regulatory oversight, and regional disposal infrastructure.
AB 643	Wilson	Organics	Allows qualifying beneficial agricultural amendments derived from biosolids and other materials to count toward SB 1383 procurement requirements based on dry weight.	Signed	**High relevance. May provide ZWS member jurisdictions additional options for meeting SB 1383 procurement requirements.**
AB 647	Gonzalez	Abandoned RVs	Allows public agencies in Alameda and Los Angeles Counties, and state agencies, to operate programs for disposal of recreational vehicles through 2032.	Signed	Limited direct impact because authorization is geographically restricted.
AB 762	Irwin	HHW	Prohibits sale of nicotine vapes unless they are refillable, rechargeable, and have a removable battery.	Signed	**High relevance to HHW. Could reduce disposable vaping devices containing batteries, electronics, and nicotine entering the waste stream.**
AB 864	Ward	HHW	Requires DTSC workshops regarding application of RCRA requirements to hazardous waste streams, including solar panels, and authorizes DTSC to classify	Signed	**High relevance to HHW. Important as ZWS evaluates future solar-panel collection and management options.**

			solar panels as universal waste by regulation.		
AB 904	Aguiar-Curry	EPR	Makes changes to California's carpet EPR program, including funding for apprenticeship grants and changes to the carpet assessment.	Signed	Relevant to California's existing EPR system and carpet collection/recycling infrastructure.
AB 1153	Bonta	Illegal Dumping	Allows CalRecycle funding for abandoned recreational vehicle removal and disposal, enforcement strategies, and local enforcement teams.	Signed	Potential benefit to member jurisdictions addressing abandoned RVs and illegal dumping.
AB 1604	Stefani	HHW	Prohibits BPA and other bisphenols in receipt paper.	Signed	Supports safer materials and reduces chemicals that can adversely affect recyclability.
AB 1617	Alanis	State Reporting	Aligns annual reporting deadlines for CalRecycle and DTSC to October 1.	Signed	**High relevance to simplify and better coordinate state reporting requirements affecting waste and hazardous-material programs.**
AB 2253	Boerner	Recycling	Would have required third-party certification for certain recycled-content marketing claims and established requirements for accounting methods.	Vetoed	Relevant to recycled-content verification and consumer confidence in recycling claims; no new requirements will result from this bill.
AB 2310	Carrillo & Irwin	Illegal Dumping / C&D	Strengthens prohibitions and criminal provisions involving transportation and illegal dumping of waste, concrete, asphalt, dirt, and other C&D debris.	Signed	Relevant to local illegal dumping enforcement and C&D debris management.

AB 2481	Soria	Bottle Bill / Recycling	Allows remaining Bottle Bill Quality Incentive Payment funds to support glass recyclers supplying California fiberglass insulation manufacturers.	Signed	Supports development of additional California end markets for recycled glass.
AB 2559	Ward	C&D	Requires cities/counties using refundable C&D compliance deposits to return the full deposit when documentation of compliance is provided within five years.	Signed	Relevant to jurisdictions that use a deposit system for the tracking and reporting of C&D diversion.
AB 2667	Hadwick & Alanis	HHW	Requires DTSC to evaluate opportunities to expand vape disposal options and improve consumer convenience; also restricts disguised vaping devices.	Signed	**High relevance to HHW. Could improve disposal options for a difficult hazardous waste stream currently handled by local programs.**
AB 2674	Schiavo	Landfill	Requires CARB to publicly post temperature and monitoring data received regarding methane emissions from landfills.	Signed	Relevant to landfill transparency, methane monitoring, and disposal infrastructure oversight.
SB 501	Allen	Batteries / EPR	Adds medium-format batteries, including those used in e-bikes, scooters, and outdoor equipment, to California's existing battery recycling framework.	Signed	**High relevance to HHW and solid waste safety. Expands producer responsibility for batteries that create significant fire and management risks.**
SB 615	Allen	EV Batteries	Requires EV battery suppliers to register with the state and establishes EV battery labeling requirements.	Signed	Potentially relevant to future management, identification, and tracking of electric vehicle batteries.
SB 633	Blakespear	Recycled Content	Requires third-party certification of post-consumer recycled content in beverage containers.	Signed	Supports accountability and verification of recycled-content requirements.

SB 758	Umberg	HHW	Restricts the sale of nitrous oxide canisters to specified locations.	Signed	**HHW and litter-management relevance because discarded pressurized canisters can be costly and difficult to manage.**
SB 811	Caballero	Recycling	Requires metal shredding facilities to obtain DTSC permits in addition to other applicable regulatory oversight.	Signed	Relevant to downstream recycling infrastructure and hazardous-material management.
SB 881	McNerney	Food Donation	Extends the Farm to Food Bank Tax Credit and Emergency Food for Families Voluntary Contribution Tax Fund.	Signed	**High relevance to SB 1383. Supports food donation and edible-food recovery infrastructure.**
SB 922	Laird	Solid Waste Franchises	Clarifies that local governments may recover street maintenance and repair costs associated with public service operations, including waste hauling, through service-related fees and charges.	Signed	**High relevance to member jurisdictions. May affect solid waste franchise agreements, rate structures, and recovery of roadway impacts from collection vehicles.**
SB 936	Blakespear & Umberg	HHW	Prohibits flavored nitrous oxide canisters and certain larger unflavored canisters.	Signed	Relevant to HHW and solid waste operations because discarded canisters can be expensive and difficult to safely manage.
SB 954	Blakespear	CEQA / Permitting	Would have narrowed the definition and requirements associated with the advanced-manufacturing CEQA exemption.	Vetoed	Potential relevance to siting and permitting of recycling/manufacturing infrastructure; no change resulting from the bill.
SB 955	Blakespear	Bottle Bill/Recycling	Modifies Bottle Bill supermarket definitions and treatment of reverse vending machines and unserved convenience zones.	Signed	Relevant to CRV redemption access and beverage-container recycling infrastructure.

SB 1180	Allen	EPR	Would have established additional requirements governing expenditures from the SB 54 Plastic Pollution Mitigation Fund.	Vetoed	Relevant to SB 54. The proposed restrictions on use of Plastic Pollution Mitigation Fund expenditures will not take effect.
SB 1218	Arreguin	Illegal Dumping	Allows authorities to immobilize vehicles associated with repeated unpaid illegal-dumping citations or failures to appear.	Signed	Provides an additional enforcement mechanism for jurisdictions addressing repeat illegal dumping.
SB 1341	Cabaldon	Bottle Bill/Recycling	Establishes a 12-cent processing fee and payment for bag-in-box containers covered by the Bottle Bill through January 1, 2031.	Signed	Relevant to implementation of California's expanded beverage-container recycling program.
SB 1371	Durazo	Solid Waste Franchises	Makes force majeure provisions in solid waste handling franchises, licenses, or permits unenforceable to the extent they excuse performance due to labor-dispute work stoppages.	Signed	**High relevance to member jurisdictions. Cities and the County should consider the legislation when reviewing or negotiating solid waste franchise agreements.**