

AMENDMENT TO CONTRACT

1

The County of San Benito ("COUNTY") and Vanir Construction Management Inc. ("CONTRACTOR") enter into this agreement on the date stated next to the signatures below. In consideration of the mutual promises set forth herein, the parties agree as follows:

1. Existing Contract.

a. Initial Contract.

COUNTY and CONTRACTOR acknowledge that the parties entered into a contract, dated July 15, 2019.

b. Prior Amendments. (Check one.)

☒ The initial contract previously has not been amended.

☐ The initial contract previously has been amended. The date(s) of prior amendments are as follows:

c. Incorporation of Original Contract.

The initial contract and any prior amendments to the initial contract (hereafter collectively referred to as the "original contract") are attached to this amendment as Exhibit 1 and made a part of this amended contract.

2. Purpose of this Amendment.

The purpose of this amendment is to change the agreement between the parties in the following particulars:

a. Term of the Contract. (Check one.)

☒ The term of the original contract is not modified.

☐ The term of the original contract (Exhibit 1) is extended from the current expiration date of _____, to a new expiration date of _____.

b. Scope of Services. (Check one.)

☒ The services specified in the original contract (Exhibit 1) are not modified.

☐ The services specified in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☐ The services specified in the original contract are modified only as specified below:

Modified Scope of Services:

☐ The services specified in the original contract are deleted in their entirety and replaced with the following services:

New Scope of Services:

c. Payment Terms. (Check one.)

- ☐ The payment terms in the original contract (Exhibit 1) are not modified.
☒ The payment terms in the original contract (Exhibit 1) are modified as specified below: (Check one.)

☒ The payment terms are modified only as specified below:

Modified Payment Terms:

(Insert modified or new payment terms.)

Paragraph B-3 (Compensation) of Attachment B (Payment Schedule) to the original contract (Exhibit 1) is hereby amended to increase the compensation by an additional amount not to exceed \$10,492.73, as follows:

Original Contract:	\$ 50,000.00
1 st Amendment:	\$ <u>10,492.73</u>
Total:	\$ 60,492.73

Paragraph B-3 of Attachment B to the original contract is hereby amended to read as follows:

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

- ☐ a total lump sum payment of \$_____, or
☒ a total sum not to exceed \$60,492.73,

for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

All other provisions of Attachment B to the original contract (Exhibit 1) shall remain the same.

☐ The payment terms are deleted in their entirety and replaced with the following payment terms:

New Payment Terms:

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (Check one.)

- ☐ One month in arrears.
- ☐ Upon the complete performance of the services specified in the original agreement (Exhibit 1) and this amendment.
- ☐ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of the original contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (Check one.)

- ☐ a total lump sum payment of \$ _____, or
 - ☐ a total sum not to exceed _____,
- for services rendered pursuant to the terms and conditions of the original contract (Exhibit 1) and this amendment, and pursuant to any special compensation terms specified in paragraph B-4.

B-4. SPECIAL COMPENSATION TERMS: (Check one.)

- ☐ There are no additional terms of compensation.
- ☐ The following specific terms of compensation shall apply:

d. Other Terms. (Check one.)

- ☒ There are no other terms of the original contract that are modified.
- ☐ Other terms of the original contract are modified only as specified below:

Other Modified or New Terms:
(Insert other modified or new terms.)

3. Other Terms.

All other terms and conditions of the original contract (Exhibit 1) which are not changed by this amendment shall remain the same.

CONTRACTOR:

Vanir Construction Management Inc.



By: Steven Whitehead, President

June 22, 2020
Date

COUNTY:

San Benito County Board of Supervisors

By: Jaime De La Cruz, Chair

Date

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



By: Barbara Thompson, County Counsel

6/26/20

Date

EXHIBIT 1
TO AMENDMENT # 1

ORIGINAL
CONTRACT

(Please attach the initial contract and any prior amendments, from the most recent to the initial contract, in reverse chronological order.)

C O N T R A C T

The COUNTY OF SAN BENITO ("COUNTY") and Vanir Construction Management Inc.
("CONTRACTOR") enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on July 15, 2019, and end on December 31, 2019, unless sooner terminated as specified herein.

2. Scope of Services.

CONTRACTOR, for COUNTY's benefit shall perform the services specified on Attachment A to this contract. Attachment A is made a part of this contract.

3. Compensation for Services.

In consideration for CONTRACTOR's performance, COUNTY shall pay compensation to CONTRACTOR according to the terms specified in Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the general terms and conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance Limits.

CONTRACTOR shall maintain the following insurance policy limits of coverage consistent with the further insurance requirements specified in Attachment C.

- (a) Comprehensive general liability insurance: \$1,000,000
- (b) Professional liability insurance: \$1,000,000
- (c) Comprehensive motor vehicle liability insurance: \$250,000/\$500,000

6. Termination.

The number of days of advance written notice required for termination of this contract is 30 days.

7. Specific Terms and Conditions (check one)

- ☐ [] There are no additional provisions to this contract.
- ☒ [x] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment D. Attachment D is made a part of this contract.
- ☐ [] The rights and duties of the parties to this contract are additionally governed by the specific, additional terms mutually agreed to and listed in Attachment E. Attachment E is made a part of this contract.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information for the respective contract administrators for the parties.

Contract Administrator for COUNTY:

Name: Ray Espinosa

Title: County Administrative Officer

Address: 481 Fourth Street

Hollister, California 95023

Telephone No.: 831-636-4000

Fax No.: 831-636-4010

Contract Administrator for CONTRACTOR:

Name: Steven Whitehead

Title: President

Address: 4540 Duckhorn Drive, Suite 300

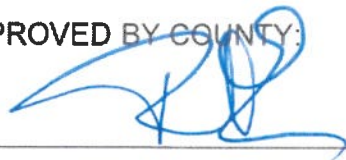
Sacramento, California 95834

Telephone No.: 916-575-8888

Fax No.: 916-575-8887

SIGNATURES

APPROVED BY COUNTY:

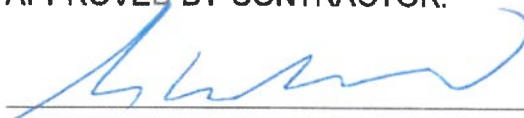


Name: Ray Espinosa

Chair, San Benito County, CAO

Date: 7/18/19

APPROVED BY CONTRACTOR:



Name: Steven Whitehead

Title: President

Date: 7/16/2019

APPROVED AS TO LEGAL FORM:

San Benito County Counsel's Office



By: Shirley L. Murphy, Deputy County Counsel

Date: July 17, 2019

ATTACHMENT A Scope of Services

CONTRACTOR, for the COUNTY'S benefit, shall provide the services of Mr. Karl Aldridge, as an Interim Capital Program Manager (CPM), to fill an upcoming vacancy of the current CPM position. Mr. Aldridge's resume is set forth in Attachment D to this contract. The Interim CPM will provide support for the governance, alignment, assurance, management, integration, optimization, tracking, finances, infrastructure, planning, and improvement of the RMA program. In particular, CONTRACTOR will provide support and manage the following COUNTY projects:

1. AB 90 Jail Expansion Project;
2. Hall of Records Elevator;
3. Homeless Services Center Phase III;
4. Hall of Records Hazardous Material Abatement;
5. Behavioral Health Center Project;
6. Sheriff Locker Room Project;
7. Engie Solar Project; and
8. Facility Master Plan.

CONTRACTOR will work under the administrative direction of the Resource Management Agency Director, to coordinate the capital program and projects, oversee construction, and perform related work as required.

CONTRACTOR will perform the essential duties of the COUNTY'S Construction Program Manager, including but not limited to the following:

- Plans, directs, and coordinates Division activities including the planning, design, construction, operation and maintenance of capital improvement projects and facilities;
- Coordinates the activities of the Division with those of other COUNTY departments and other public agencies;
- Prepares and monitors the Division budget and work plan;
- Develops, prepares and implements grants, project plans, budgets, schedules, and status reports;
- Monitors work flow;
- Reviews and evaluates work products, methods, and procedures;
- Prepares or supervises the preparation of a variety of reports, correspondence, and special studies, including Requests for Proposals or Qualifications, Invitations for Bids, contract documents, and legal notices;
- Reviews bids, proposals, and change orders and makes recommendations;

- Administers construction projects, including work inspection, contract revisions, submittals, payments, schedules, budgets, and project closeouts;
- May supervise and coordinate the maintenance activities for COUNTY facilities;
- Responds to difficult citizen inquiries and complaints;
- Represents the Division, Department and COUNTY at a variety of meetings.

San Benito County Projects List & Status:

AB 90 Jail Expansion Project:

- Radio system is being designed and has been purchased. The installation will need to be bid in accordance with the Public Contract Code.
- The COUNTY has one quote and is getting another, for the smoke control system commissioning. Approval of the contract should be under the COUNTY Purchasing Agent's new spending limit authority.
- The COUNTY has a vendor selected for fire alarm monitoring and will prepare the contract. The COUNTY'S IT Department needs to get phone lines installed.
- The COUNTY needs to obtain quotes and purchase various furniture and equipment items.
- The construction contractor is Sletten.
- The architect is HMC Architects, Alex Seefeldt is the PM.
- The primary contact for the State is Tifahn Rodriguez with CDCR.
- The radio system consultant is DAS, Lila Schwarzbach is the contact.

Hall of Records Elevator:

- Submitted for plan check on 6/27/19.
- The COUNTY will use the JOC system for construction.
- The elevator manufacturer has been paid a deposit for their engineering services.
- The Architect consultant is Belli Architects, Salvador Soto is the PM with their firm.
- The elevator manufacturer is TL Shield and Associates, Greg Sawyer is the PM.

Homeless Services Center Phase III:

- Submitted for plan check on 6/27/19.
- The project will need to be bid out for construction.
- The Architectural consultant is In Studio Architects, Cris Flores is their PM.

Hall of Records Hazardous Materials Abatement:

- The project is being priced by JOC contractor but current CPM recommends this project be delayed until April due to complexity.
- The COUNTY has begun the quote process for modular offices.
- The Hazmat consultant is S Tech, Sean Tillema is the PM.

Behavioral Health Center Project.

- Per conference call with Vanir and team, the COUNTY will proceed with re-bidding the modular building and preparing bid docs for the site package.
- The COUNTY has the draft CEQA document and the current CPM will review before leaving, so the consultant can finalize and circulate.
- The lot line adjustment to join the two parcels is in progress. The COUNTY needs to have a document notarized and submitted to the City of Hollister.
- The Architect for the project is Hibser Yamauchi, Ken Yamauchi and Scott Reitz are the PMs.
- The CEQA consultant is EMC, Tanya Kalaskar is the PM.
- The Lot Line Adjustment is being prepared by San Benito Engineering, Ken Weatherly is the engineer.

Sheriff Locker Room Project:

- The project is nearly complete and should be finished in next couple of weeks.
- Lockers are on site and being assembled by maintenance staff.
- The construction contractor is Newton Construction through the JOC program.

Engie Solar Project:

- The energy project is nearly complete.
- The main remaining component of work is tying in the solar panels at the jail site.
- The final tie-ins are being scheduled for late July.
- The HVAC system punch list and fine tuning is wrapping up.
- The team meets weekly on Wednesdays at 9am.
- Engie is the consultant and contractor, Isabelle Gecils and Chris Castellanos are the PMs.

Facility Master Plan:

- Facility assessments are ongoing
- The Consultant will need to meet with all departments for interviews soon
- Vanir is the consultant, Rob Nash is the PM
- Rob has a phone conference every other Thursday at 2pm with the current CPM

ADA Transition Plan:

- The COUNTY will begin the public input process before the current CPM leaves, and it will run for 30 days
- The consultant is preparing the list of compliance issues and will need COUNTY input on correction timeframes
- The Consultant is Disability Access Consultants, Tim Mahoney is the PM

END OF ATTACHMENT A

ATTACHMENT B
Payment Schedule

B-1. BILLING

Charges for services rendered pursuant to the terms and conditions of this contract shall be invoiced on the following basis: (check one)

- ☐ One month in arrears.
☐ Upon the complete performance of the services specified in Attachment A.
☒ The basis specified in paragraph B-4.

B-2. PAYMENT

Payment shall be made by COUNTY to CONTRACTOR at the address specified in paragraph 8 of this contract, net thirty (30) days from the invoice date.

B-3. COMPENSATION

COUNTY shall pay to CONTRACTOR: (check one)

- ☐ a total lump sum payment of \$ _____, or
☒ a total sum not to exceed \$ 50,000 _____,

for services rendered pursuant to the terms and conditions of this contract and pursuant to any special compensation terms specified in this attachment, Attachment B.

B-4. SPECIAL COMPENSATION TERMS: (check one)

- ☐ There are no additional terms of compensation.
☒ The following specific terms of compensation shall apply: (Specify)

Project Task	Invoice Amount
Capital Program Manager	\$195 per Hour
Daily reimbursement for overnight accommodations, meals and cell phone usage will be	\$225 per day
Daily reimbursement travel rate	\$0.545/mile
Total Expense	\$ 50,000

END OF ATTACHMENT B

ATTACHMENT C

General Terms and Conditions

C-1. INDEMNIFICATION.

CONTRACTOR and COUNTY each agree to indemnify, defend and save harmless the other party and the other party's officers and employees, from and against any and all claims and losses whatsoever arising out of, or in any way related to, the indemnifying party's performance under this contract, including, but not limited to, claims for property damage, personal injury, death, and any legal expenses (such as attorneys' fees, court costs, investigation costs, and experts' fees) incurred by the indemnitee in connection with such claims or losses. A party's "performance" includes the party's action or inaction and the action or inaction of that party's officers and employees.

C-2. GENERAL INSURANCE REQUIREMENTS.

Without limiting CONTRACTOR's duty to indemnify COUNTY, CONTRACTOR shall comply with the insurance coverage requirements set forth in the contract and in this attachment. Those insurance policies mandated by Paragraph C-3 shall satisfy the following requirements:

- (a) Each policy shall be issued by a company authorized by law to transact business in the State of California.
- (b) Each policy shall provide that COUNTY shall be given notice in writing at least thirty (30) days in advance of any change, cancellation, or nonrenewal thereof.
- (c) The comprehensive motor vehicle and comprehensive general liability policies shall each provide an endorsement naming the County of San Benito and its officers, agents and employees as additional insureds.
- (d) The required coverage shall be maintained in effect throughout the term of this contract.

CONTRACTOR shall require all subcontractors performing work under this contract to obtain substantially the identical insurance coverage required of CONTRACTOR pursuant to this agreement.

C-3. INSURANCE COVERAGE REQUIREMENTS.

If required by paragraph 5 of the contract, CONTRACTOR shall maintain the following insurance policies in full force and effect during the term of this contract:

- (a) Comprehensive general liability insurance. CONTRACTOR shall maintain comprehensive general liability insurance, covering all of CONTRACTOR's operations with a combined single limit of not less than the amount set out in paragraph 5 of this contract.
- (b) Professional liability insurance. CONTRACTOR shall maintain professional liability insurance with liability limits of not less than the amount set out in paragraph 5 of this contract.

- (c) Comprehensive motor vehicle liability insurance. CONTRACTOR shall maintain comprehensive motor vehicle insurance covering all motor vehicles (including owned, non-owned and hired) used in providing services under this contract, with a combined single limit of not less than the amount set out in Paragraph 5 of this contract.
- (d) Workers' compensation insurance. CONTRACTOR shall maintain a workers' compensation plan covering all of its employees as required by California Labor Code Section 3700, either through workers' compensation insurance issued by an insurance company or through a plan of self-insurance certified by the State Director of Industrial Relations. If CONTRACTOR elects to be self-insured, the certificate of insurance otherwise required by this contract shall be replaced with a consent to self-insure issued by the State Director of Industrial Relations.

C-4. CERTIFICATE OF INSURANCE.

Prior to the commencement of performance of services by CONTRACTOR and prior to any obligations of COUNTY, CONTRACTOR shall file certificates of insurance with COUNTY, showing that CONTRACTOR has in effect the insurance required by this contract. CONTRACTOR shall file a new or amended certificate promptly after any change is made in any insurance policy which would alter the information on the certificate then on file. In lieu of providing proof of insurance, CONTRACTOR may provide proof of self-insurance meeting requirements equivalent to those imposed herein. CONTRACTOR warrants that CONTRACTOR's self-insurance provides substantially the same protection to COUNTY as the insurance required herein. CONTRACTOR further agrees to notify COUNTY in the event any change in self-insurance occurs that would alter the obligations undertaken in this contract within thirty (30) days of such change.

C-5. RECORDS TO BE MAINTAINED.

CONTRACTOR shall keep and maintain accurate records of all costs incurred and all time expended for work under this contract. CONTRACTOR shall contractually require that all of CONTRACTOR's subcontractors performing work called for under this contract also keep and maintain such records. All such records, whether kept by CONTRACTOR or any subcontractor, shall be made available to COUNTY or its authorized representative, or officials of the State of California for review or audit during normal business hours, upon reasonable advance notice given by COUNTY, its authorized representative, or officials of the State of California.

C-6. RETENTION OF RECORDS.

CONTRACTOR shall maintain and preserve all records related to this contract for a period of three years from the close of the fiscal year in which final payment under this contract is made. CONTRACTOR shall also contractually require the maintenance of such records in the possession of any third party performing work related to this contract for the same period of time. Such records shall be retained beyond the three-year period, if any audit involving such records is then pending, until the audit findings are resolved. The obligation to insure the maintenance of the records beyond the initial three year period shall arise only if the COUNTY notifies CONTRACTOR of the commencement of an audit prior to the expiration of the three year period.

C-7. TITLE TO DOCUMENTS; COPYRIGHT.

All reports and other materials collected or produced by the CONTRACTOR or any subcontractor of CONTRACTOR shall, after completion and acceptance of the contract, become the property of COUNTY, and shall not be subject to any copyright claimed by the CONTRACTOR, subcontractor, or their agents or employees. CONTRACTOR may retain copies of all such materials exclusively for administrative purposes. Any use of completed or uncompleted documents for other projects by CONTRACTOR, any subcontractor, or any of their agents or employees, without the prior written consent of COUNTY is prohibited.

C-8. INDEPENDENT CONTRACTOR.

CONTRACTOR and its officers and employees, in the performance of this contract, are independent contractors in relation to COUNTY and not officers or employees of COUNTY. Nothing in this contract shall create any of the rights, powers, privileges or immunities of any officer or employee of COUNTY. CONTRACTOR shall be solely liable for all applicable taxes or benefits, including, but not limited to, federal and state income taxes, Social Security taxes, or ERISA retirement benefits, which taxes or benefits arise out of the performance of this contract. CONTRACTOR further represents to COUNTY that CONTRACTOR has no expectation of receiving any benefits incidental to employment.

C-9. CONFLICT OF INTEREST.

CONTRACTOR covenants that it presently has no interest and shall not acquire any interest, direct or indirect, financial or otherwise, which would conflict in any manner or degree with the performance of the services hereunder. CONTRACTOR further covenants that, in the performance of this contract, no subcontractor or person having such an interest shall be used or employed. CONTRACTOR certifies that no one who has or will have any financial interest under this contract is an officer or employee of COUNTY.

C-10. COMPLIANCE WITH APPLICABLE LAWS.

CONTRACTOR shall comply with all applicable federal, state and local laws now, or hereafter, in force, and with any applicable regulations, in performing the work and providing the services specified in this contract. This obligation includes, without limitation, the acquisition, and maintenance of any permits, licenses, or other entitlements necessary to perform the duties imposed expressly or impliedly under this contract.

C-11. NONDISCRIMINATION.

CONTRACTOR shall not discriminate in the employment of persons necessary to perform this contract on any legally impermissible basis, including on the basis of the race, color, national origin, ancestry, religion, age, sex, or disability of such person.

C-12. BANKRUPTCY.

CONTRACTOR shall immediately notify COUNTY in the event that CONTRACTOR ceases conducting business in the normal manner, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors.

C-13. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION OF DUTIES.

Except as specifically authorized herein, no rights under this contract may be assigned and no duties under this contract may be delegated by CONTRACTOR without the prior written consent of COUNTY, and any attempted assignment or delegation without such consent shall be void.

C-14. NEGOTIATED CONTRACT.

This contract has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this contract within the meaning of California Civil Code Section 1654.

C-15. SEVERABILITY.

Should any provision herein be found or deemed to be invalid, this contract shall be construed as not containing such provision, and all other provisions which are otherwise lawful shall remain in full force and effect. To this end, the provisions of this contract are declared to be severable.

C-16. ENTIRE CONTRACT.

This contract is the entire agreement of the parties. There are no understandings or agreements pertaining to this contract except as are expressly stated in writing in this contract or in any document attached hereto or incorporated herein by reference.

C-17. TIME IS OF THE ESSENCE.

Time is of the essence in the performance of this contract.

C-18. TERMINATION.

Either party may terminate this contract, with or without cause, at any time. In order to terminate this contract, the terminating party shall give advance written notice to the other party. The termination shall be effective no earlier than the expiration of the number of days specified in paragraph 6 of this contract. The termination notice shall be made as specified in paragraph C-19, below. In the event of termination, COUNTY shall pay CONTRACTOR for all work satisfactorily performed prior to the effective date of the termination.

C-19. NOTICES.

Notices to the parties in connection with the administration of this contract shall be given to the parties' contract administrator personally, by regular mail, or by facsimile transmission as more particularly specified in this paragraph. Notices will be deemed given on:

- (a) The day the notice is personally delivered to the contract administrator or the office of the party's contract administrator; or
- (b) Five days after the date the notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, with first-class postage fully prepaid; or
- (c) On the day that the notice is transmitted by facsimile to a party's facsimile number specified in paragraph 8 of this contract, provided that an original of

such notice is deposited in the United States mail, addressed to a party's contract administrator as indicated in this contract, on the same day as the facsimile transmission is made.

C-20. RESPONSIBILITY OF CONTRACT ADMINISTRATORS.

All matters concerning this contract which are within the responsibility of the parties shall be under the direction of, or shall be submitted to, the respective contract administrators or to the party's employee specified, in writing, by the contract administrator. A party may, in its sole discretion, change its designation of its contract administrator and shall promptly give written notice to the other party of any such change.

C-21. MATERIALITY.

The parties consider each and every term, covenant, and provision of this contract to be material and reasonable.

C-22. WAIVER.

Waiver by either party of a breach of any covenant of this contract will not be construed to be a continuing waiver of any subsequent breach. COUNTY's receipt of consideration with knowledge of CONTRACTOR's violation of a covenant does not waive its right to enforce any covenant of this contract. The parties shall not waive any provisions of this contract unless the waiver is in writing and signed by all parties.

C-23. AUTHORITY AND CAPACITY.

CONTRACTOR and CONTRACTOR's signatory each warrant and represent that each has full authority and capacity to enter into this contract.

C-24. BINDING ON SUCCESSORS.

All of the conditions, covenants and terms herein contained shall apply to, and bind, the heirs, successors, executors, administrators and assigns of CONTRACTOR. CONTRACTOR and all of CONTRACTOR's heirs, successors, executors, administrators, and assigns shall be jointly and severally liable under this contract.

C-25. CUMULATION OF REMEDIES.

All of the various rights, options, elections, powers and remedies of the parties shall be construed as cumulative, and no one of them exclusive of any other or of any other legal or equitable remedy which a party might otherwise have in the event of a breach or default of any condition, covenant or term by the other party. The exercise of any single right, option, election, power or remedy shall not, in any way, impair any other right, option, election, power or remedy until all duties and obligations imposed shall have been fully performed.

C-26. INDEPENDENT ADVICE.

Each party hereby represents and warrants that in executing this contract it does so with full knowledge of the rights and duties it may have with respect to the other. Each party also represents and warrants that it has received independent legal advice from its attorney with

respect to the matters set forth in this contract and the rights and duties arising out of this contract, or that such party willingly foregoes any such consultation.

C-27. NO RELIANCE ON REPRESENTATIONS.

Each party hereby represents and warrants that it is not relying, and has not relied, upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this contract may hereunder turn out to be other than, or different from the facts now known to such party as true, or believed by such party to be true. The parties expressly assume the risk of the facts turning out to be different and agree that this contract shall be effective in all respects and shall not be subject to rescission by reason of any such difference in facts.

C-28. REDUCTION OF CONSIDERATION.

CONTRACTOR agrees that COUNTY shall have the right to deduct from any payments specified in Attachment B any amount owed to COUNTY by CONTRACTOR as a result of any obligation arising prior to the execution of this contract. For purposes of this paragraph, obligations arising prior to the execution of this contract may include, without limitation, any property tax, secured or unsecured, which tax is in arrears. If COUNTY exercises the right to reduce the consideration specified in Attachment B, COUNTY shall give CONTRACTOR notice of the amount of any offset and the reason for the deduction.

C-29. COUNTERPARTS.

This contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original. The counterparts shall together constitute one contract.

END OF ATTACHMENT C.

ATTACHMENT D

Resume of Karl Aldridge

KARL ALDRIDGE

Interim Program Manager

EDUCATION

Ventura College (Business Management)

CPM Certified, CM, Chico State, P3 –P6 upgrade

World of Concrete Seminars and Workshops

LICENSE/REGISTRATION

General Engineering Contractors License

General Building License

Hazardous License

CERTIFICATIONS

LAUSD OAR Cert., SWPPP Cert,

40-Hr OSHA Training

40-Hr Hazardous Training

OSHA Training

Summary of Qualifications

Karl has over 30 years of construction experience covers variety of projects including parking structures, K-12 and Higher educational facilities, high-rise business structures, and transit authority facilities. He is familiar with multiple delivery methods including lease-leaseback and CM multi-prime. Karl has a impeccable track record for the successful completion of multi-million-dollar projects through coordinating trades, developing partnerships, and building positive rapport with architects, engineers, local officials, vendors, and clients while maintaining costs. He is well-versed in contract negotiations, project estimating, impending design problems, document preparation, building code and regulations, material purchasing, site management through certification of occupancy.

Karl's experience also includes working with City and State planning and permit departments, Division of State Architect (DSA) regarding Fire Life and Safety, Structural, ADA (Title 24). Safe school opening compliance with Office of Environmental Health & Safety and Department of Toxic Substance Control (DTSC).

Project Experience

County of San Luis Obispo, Paso Robles Court House, Holding Facility and Parking Structure. New Court Facility; 23,000sqft. Two story building, 2 court rooms, deliberation rooms, judge's chambers, administration areas, prisoner drop off compound area, multiple elevators, IT infrastructure, electrical, 2 air handler system, 18 split system units, 3 package unit, mechanical duct work, controls, Life Safety System, which includes controls tie-into smoke fire dampers and fire alarm system for auto shut down. System both independent and dependent for prisoner isolation areas, full security monitoring system, central utility plant, 125 vehicle parking structure. \$33,000,000 Million / DB

City of Los Angeles: USC Children's Hospital Central Plant Upgrade, Los Angeles, CA. Cooling towers, VFD's, Air handler units and system, exterior ductwork, interior duct retrofit, 26 roof top split systems, control panels and integration of new control system. in addition to UST and fuel system removal and replacement, 2 new cooling towers, central plant pumping and piping removal and replacement, re-constructing structural steel supports and concrete foundations, re-piping entire fuel and cooling tower piping system, engineered shoring system, replacement of emergency power generators and associated IT infrastructure and control systems. \$16,000,000 Million / DBB

Glendale Community College, New Lab Service Building, Glendale CA. \$42 Million. New three-story 90,000 square foot cast in place concrete building containing 8 lecture classrooms, 6 computer labs, speech and writing labs, 1 anthropology lab, 5,000 sqft culinary arts food service program, coffee bean style coffee kiosk, faculty

offices, bank secure bullet proof bursar office and vault, registration, and a one-stop student service. The project includes associated site work, ceramic yard improvements, a new student plaza, and reconfigured parking lot which includes electric cars charging stations. Also included IT infrastructure, electrical, 1,800lf of underground chilled water piping 6 air handler units, 18 roof top split system units, 152 reheat coils, underfloor air distribution plenum system interior and exterior mechanical duct work, new Independent control system which includes tie-into smoke fire dampers and fire alarm system for auto shut down. Some sustainable design features include E.I.F.S. finish over concrete walls, cool roofs, underfloor displacement air system, and LEED Silver rating design. DBB

Los Angeles Metro Transit Authority Bus Station Canoga Park, CA 18 Million. New 2 level parking structure, new and renovation to existing bus maintenance facility. Bus lift station, 6-30,000 gallon and 2- 10,000 gallon fuel tanks and fueling station, seismic restrained 5,000 gallon natural gas and alternate fueling system. New central and fueling plant structure. DBB

LA Unified School District South Region HS #4 and Parking Structure, Carson, CA. \$184 M. Scope consist of four floor learning communities that include classrooms, science labs, and academy administration. School facilities shared by the small learning communities will include performing arts classrooms, a library, multi-purpose room, two gymnasiums, food service and lunch shelter, central administration, playfields, and two floor subterranean parking. Also included IT infrastructure, electrical, 700lf. underground chilled water piping 4 air handler units, 48 roof top split system units, 68 reheat coils, computer lab underfloor air distribution plenum system interior and exterior mechanical duct work, new Independent control system which includes tie- into smoke fire dampers and fire alarm system for auto shut down. DBB

Bark Block Project 510-530 Hewitt Street, Los Angeles, CA. \$45 M. New 160,000 Sqft. Cast-in-Place Concrete Parking and Residential Housing structure locate in downtown LA 510 Hewitt Street. Consist of 200 stall 4 story concrete parking structure, 400 residential lofts and condos, roof top penthouse and central plant, roof top swimming pool and work out area and running track. 26 commercial work and business spaces. DB

PITZER College, Student Housing Phase 2, Claremont CA. \$30 M New 432 bed student housing, 4 large learning areas that include classrooms, science labs, and academy arts, kitchen, administration, library, multipurpose room and new central plant. Living walls, green roofs, PV energy system, gray water system to achieve LEED certification. DB

Cal State LA New Student Union Building, East Los Angeles, CA, \$60 M. New 80,000 Sqft., 4 Story Concrete Student Union Building, Theater, World Conference Tech Room, Food Court, Kitchen Area, Alumni and Admin Offices,

Subterranean Parking, Storage and Central Plant area and all New Infrastructure for surrounding area. The project was completed 2 months.

Henry Mayo, Valencia CA Phase #1 \$13M- 3 Story 185 stall Cast-In-Place Concrete Parking Structure, Elevators (2). Design Build ground-up three-story parking structure. Scope of work included construction administration, reviewing and coordinating questions and responses during construction, providing daily photos of work progression and monitoring schedule to keep contractor on schedule.

Ridgecrest Regional Hospital, Ridgecrest, CA. \$26M- Renovation of 4 Story full comprehensive health and emergency center. Consist of emergency center, surgical rooms, cardiology, critical care, maternal center, 120 bed, HVAC, central plant, med gas system, elevator system along with interior refinishes. DB

China Lake Naval Medical Center, China Lake/Ridgecrest, CA. \$18M – Renovation and Addition to existing emergency care center within the Naval Base. Comprehensive urgent care facility. DB

Sport Surgical Care Outpatient Facilities, Fresno & Bakersfield, CA. \$23M Comprehensive health sports surgical center for private doctor association. Surgical and operational rooms, recovery areas and outpatient facilities. DB

END OF ATTACHMENT D.