MRF EXPANSION PROJECT/SUBCONTRACTOR SUBSTITUTION HEARING/SKUTLEY CONTRACTING CORPORATION

RECORD DOCUMENTS

TABLE OF CONTENTS

<u>Document</u>	<u>Page</u>
1 - Letter to FCC and WPWMA - 07.18.2023 (00781233-3xA1600)	2
2 - 20230623_EXHIBITS	12
3 - J. Barnhorst Declaration_Executed (00781227xA1600)	158
4 - Follow Up Letter to FCC and WPWMA - 07.14.23 (00781069xA1600)	228
5 - Cambridge foundation plan changes 6.19.2023	230
6 - Cambridge change order column plan 6.19.2023	236
7 - Cambridge change order wall plan change 6.19.2023	242
8- Cambridge C&D change order Slab Plan Changes 6.19.2023	245
9 - 4672_001	248
10 - 20230809_to_WPWMA	249
11 - 20230804 Decision	251
12 - 20230616 LtrtoSkutley	258
13 - 20230718_WPWMA_FCC	273
14 - 20230707 LtrtoDiepenbrock-McCutcheonreHrg	409
15 - 20230713_WPWMA_FCC	410
16 - 20230623_WPWMA_FCC	413



July 18, 2023

Via Email: mweber@downeybrand.com

Matthew Weber Downey Brand LLP 3425 Brookside Road, Suite A Stockton, CA 95219

Western Placer Waste Management Authority 3013 Fiddyment Road Roseville, CA 95747 <u>kbell@placer.ca.gov</u> <u>eoddo@placer.ca.gov</u>

Re: WPWMA Facility Improvements: Reply to Skutley Contracting Corporation's Objection to Substitution

Gentlemen:

Pursuant to Mr. Weber's July 7 and 14, 2023 letters, we hereby submit, on behalf of our client Cambridge Companies ("Cambridge"), this reply to Skutley Contractors Corporation's ("Skutley") objection to Cambridge's requested substitution.¹ For the reasons set forth in this letter and in Cambridge's request for substitution, Cambridge respectfully submits that its request to substitute Skutley is properly granted.

Introduction

This is a straightforward matter of subcontractor substitution. As set forth in more detail below, Skutley can be freely substituted as it is not entitled to rights, protections, or procedural requirements set forth in the Subletting and Subcontracting Fair Practices Act, given the construction work at issue is being performed pursuant to a prime contract between two private entities: FCC Environmental, Inc. ("FCC") and Cambridge. However, even if the Subletting and Subcontracting Fair Practices Act were applicable to Skutley's substitution, it is clear that substitution is warranted pursuant to California Public Contract Code section 4107 ("Section 4107").

¹ Skutley asserts in its footnote 1 that it was not given proper notice of the substitution, suggesting that notice came from Cambridge or its counsel. Of course, the notice came from counsel for FCC Environmental, Inc. We understand that Western Placer Waste Management Authority delegated this issue to FCC Environmental. More importantly, as discussed below, this substitution process actually is not even statutorily required.



Section 4107(a) expressly permits substitution when a subcontractor "fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved [...] is presented to the subcontractor by the prime contractor." Cal. Pub. Cont. Code § 4107. That is exactly what happened here. Cambridge provided a subcontract to Skutley for the price specified in Skutley's bid and that complied with "the general terms, conditions, plans, and specifications" for the project. Skutley does not deny this. Yet, when presented with this subcontract, Skutley refused to sign. Instead, Skutley issued a ransom: Skutley demanded that Cambridge make material changes to the subcontract that contradicted project requirements at bid time and then pay a contract price nearly \$1 million greater than Skutley's bid and/or re-bid the project. None of these options are acceptable to Cambridge.

Skutley's proffered excuses in its objection to the substitution do not support its decision to dishonor its bid price and refusal to sign the subcontract. First, it claims that the subcontract purported to include the bid price but did not include exclusions in the bid for liquidated damages and the requirement that the parties agree upon a schedule. However, this argument ignores that the subcontract offered was for Skutley's bid price and was based on the general terms, conditions, plans and specifications for the project as they existed at bid time – again, a fact that Skutley does not deny. Second, Skutley cites alleged changes to the project schedule and additional project documentation it claimed it needed as excuses for its demands to renegotiate its bid price. However, these excuses are all irrelevant as being based on alleged issues that arose after bid time. Third, Skutley argues Cambridge engaged Demcon without exhausting negotiations. However, this ignores that Skutley clearly refused to sign a properly proffered subcontract.

The simple fact remains that the subcontract Skutley was offered was for its bid price and based on the project requirements that existed at bid time. Skutley refused to execute that subcontract after a reasonable opportunity to do so. They now are properly substituted off the project.

Factual and Procedural History

As set forth in the declaration of Joe Skutley, Skutley submitted a bid for the project on March 17, 2023. Cambridge provided Skutley with a proposed subcontract on April 18, 2023. For weeks thereafter Cambridge attempted to get Skutley to agree to a subcontract. Declaration of Joe Skutley ¶¶ 4, 10, 19, 22. Ultimately, by email dated May 15, 2023 at 9:56 a.m., Skutley demanded a nearly \$1 Million price increase, stated it would not commit to key project requirements and stated that Skutley would not enter



into a contract with Cambridge unless the Project was re-bid. *Id.* at Exh. 9. Declaration of Lenny Zelms ¶ 4 and Exh. 2.

On June 12, 2023, Cambridge provided a letter (the "Substitution Request") formalizing its May 31, 2023 request to FCC Environmental Inc. ("FCC") to substitute Skutley with Demcon Concrete Contractors Inc. ("Demcon"). The Substitution Request was made on the grounds that Skutley refused to sign a subcontract for its bidding price, and further refused to sign any subcontract which contained material terms as described in both Cambridge's bidding procurement documents and FCC's Prime Contract, including liquidated damages and scheduling requirements. The substitution request further was based on Skutley's after-the-fact attempts to change fundamental project requirements made available to it prior to its bid, which evidenced Skutley is an irresponsible bidder.

On June 16, 2023, Skutley was provided notice of Cambridge's request by counsel for FCC. On June 23, 2023, Skutley provided an objection to the Substitution Request.² Skutley's objection to the Substitution Request is based on misapplied law and inaccurate facts and should be rejected.

Formal Compliance with Public Contract Code Section 4104 is not Required.

As an initial matter, Cambridge has engaged in the substitution protocol pursuant to Section 4107 out of an abundance of caution since Skutley is not actually entitled to any rights, protections, or procedural requirements that are set forth in Section 4107. Section 4107, as part of the Subletting and Subcontracting Fair Practices Act, only applies to public works construction projects in which a public entity is "taking bids". Public Contract Code section 4104. That is not the case here. Rather, this is a construction project between private entities, FCC and Cambridge, that was let for bid by a private entity, FCC, and not by any public entity. Therefore, substitution of Skutley is freely available to Cambridge.

² Skutley also alleges it incurred costs for the project "estimated" to exceed \$250,000 allegedly based on a March 27, 2023 letter of intent from Cambridge. Skutley Decl. ¶ 5. Skutley describes those expenses as an office lease; office equipment, vehicle and jobsite storage purchases; costs for hiring additional personnel; costs for entering into agreement with suppliers; and "other preconstruction activities." *Id.* Most importantly, this assertion is wholly unrelated to the question of substitution and, therefore, irrelevant. Moreover, those expenses – if they were incurred – were and remain Skutley's sole risk. No part of the letter of intent actually required Skutley to enter into any lease, to purchase equipment or material or jobsite storage, or to hire personnel, etc., *Id.*, Exh. 2. Further, again, the reason the parties did not enter into a subcontract is Skutley's refusal to honor its bid price in a subcontract that was based on the project requirements at bid time.



Substitution is Appropriate Because Skutley, After Being Given a Reasonable Opportunity to do so, Refused to Sign a Contract Complying with its Bid Price and Project Requirements.

In its objection to substitution, Skutley does not deny that it demanded nearly \$1 Million more than its bidding price. Skutley does not deny that it specifically demanded that Cambridge re-bid the project. Rather, Skutley attempts to distract from these facts by arguing that substitution is improper because Cambridge's subcontract proffered to Skutley contained or excluded terms which were inconsistent with its bid. Specifically, Skutley takes issue with the subcontract's liquidated damages provision and that the subcontract does not contain a provision specifically requiring the parties to agree upon a schedule. Skutley takes these facts and cites to *Flintco Pacific, Inc. v. TEC Management Consultants*, 1 Cal. App. 5th 727 (2016) to argue that Cambridge "cannot rely only on Skutley's price and ignore bid conditions and exclusions" when seeking substitution. This argument fails for several reasons.

Cambridge's Proposed Subcontract Complied with Project Requirements

Substitution is appropriate pursuant to Section 4107(a) when a subcontractor "fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, **based upon the general terms, conditions, plans, and specifications for the project involved** <u>or</u> the terms of that subcontractor's written bid, is presented to the subcontractor by the prime contractor." Cal. Pub. Cont. Code § 4107.

The subcontract presented by Cambridge to Skutley was, in fact, consistent with the general terms, conditions, plans and specifications for the project at bid time. Declaration of Joshua Barnhorst ("Barnhorst Decl.") ¶¶ 2, 3, 4 and Exh. 4 thereto, Subcontract Proffered to Skutley ("Subcontract"). Critical examples of this include:

- The subcontract price was the same as Skutley's bid. Subcontract, ¶ 6.1.
- The "Subcontract Documents" include, as Exhibit A, the Scope of Work. Subcontract, ¶ 13.2. Exhibit A, Scope of Work, begins by stating, "Provide all necessary labor, materials, and equipment to complete work as shown on contract documents provided by Cambridge Companies, Inc. and designed by SCS Engineers, Asplundh Engineering Associates, Arcon Structural Engineers, Terry Engineering, Ko Architects, **per bid documents** to meet all local, state, and national code requirements. Subcontract, Exh. A, emphasis added.



- Paragraph 1 of the Scope of Work states the work includes, "All Division 01, 03, 32 and associated specifications sections required for building and site concrete construction as defined on contract documents, plan sets, general notes, plan notes, Structural Notes, specifications, FCC provided RFP, RFI responses, Addenda, CALGreen requirements, Title 24 requirements, etc." *Id.*, emphasis added.
- Paragraph 23 of the Scope of Work similarly references that the work is to be "per bidding documents." *Id.*
- The "Subcontract Documents" include, as Exhibit B, the Schedule of General Requirements. Subcontract, ¶ 13.2. The General Requirements states that the Subcontract includes all requirements identified in the RFP documents "and provided during the bidding phase by Cambridge Companies, Inc." Subcontract, Exh. B, 4th paragraph under "Contract Inclusions", emphasis added.
- The "Subcontract Documents" include, as Exhibit C, the list of applicable drawings. Subcontract, ¶ 13.2. Every single drawing listed, including those applicable to Skutley's proposed scope, pre-dates bid day. Subcontract, Exh. C.

Notably, Skutley does not deny the foregoing; nor does it deny that it had access to all project documents pre-bid and, in fact, downloaded those documents prior to bid day, as demonstrated by Lenny Zelms in his declaration submitted with Cambridge's June 12, 2023 Letter, including Exhibit 1 thereto.

Case law confirms that substitution is appropriate where a subcontractor will not sign a subcontract that is consistent with project requirements. In *Interior Sys., Inc. v. Del E. Webb Corp.*, also cited by Skutley, the appellate court considered the propriety of a substitution where the subcontractor refused to sign a contract provided by the general contractor. *Interior Sys., Inc. v. Del E. Webb Corp.*, 121 Cal. App. 3d 312, 314 (1981). There, a general contractor was bidding to do certain construction for a public agency. *Id.* The contractor obtained a bid from a subcontractor who excluded specific work in its bid. *Id.* The general contractor listed the project, the general contractor provided a written contract to the subcontractor which "did not exclude the items" which the subcontractor "had excluded from its bid." *Id.* The subcontractor refused to sign the contract and was eventually substituted pursuant to a substitution hearing. *Id.* The subcontractor brought an action for damages alleging the prime contractor breached a statutory duty. The case was dismissed after a demurrer was sustained for failure to state a cause of action and for uncertainty. *Id.* at 315.



The appellate court affirmed the dismissal. As part of that, the court's considered whether the subcontractor's claim properly alleged that its substitution was wrong or unlawful. *Id.* at 316. The court determined that the subcontractor's pleadings demonstrated an appropriate substitution, reasoning that "[a]lthough not containing the terms of appellant-subcontractor's bid, the written contract submitted to appellant was 'based upon the general terms, conditions, plans and specifications for the project involved' and which respondent used in its bid on the prime contract. Failure to sign such a contract when tendered is ground on which the public agency may give permission to substitute." *Id.* at 317, emphasis added.

Given the proposed subcontract's compliance with project requirements and that it was for Skutley's bid price, Skutley's refusal to execute is a proper ground for substitution.

Flintco Pacific, Inc. v. TEC Management Consultants is Inapplicable and Distinguishable

Skutley attempts to circumvent the foregoing by complaining that the Subcontract did not include Skutley's bid exclusions of liquidated damages or a requirement to arrive at a mutually agreeable schedule, citing to *Flintco Pacific, Inc. v. TEC Management Consultants*. A closer look at *Flintco* reveals that the case is not applicable here.

In *Flintco*, the court determined whether a subcontractor could be held to its bid price under the theory of promissory estoppel when a general contractor provided a contract that "differed materially" from the subcontractor's bid. Flintco Pac., Inc. v. TEC Mgmt. Consultants, Inc., supra, 1 Cal. App. 5th at 730. There, the material differences between the bid and proposed contract included: "(1) [the subcontractor] would not provide a bond, whereas [the general contractor] required a bond; (2) [the subcontractor] had not received a scope of work that complied with [the subcontractor]'s contractor's license; (3) [the subcontractor] would not agree to the liquidated damages clause; and (4) [the general contractor]'s version did not acknowledge [the subcontractor]'s deposit requirement." Id. at 731. After the general contractor in Flintco provided its proposed subcontract with these differing terms, and would not deviate from them, the subcontractor withdrew its bid. The general contractor hired a new subcontractor to complete the subcontractor's scope of work and sued the subcontractor under a theory of promissory estoppel. Id. The Court determined that the general contractor did not reasonably rely on the subcontractor's bid price given the bid price was clearly predicated upon specific terms which were not included in the proposed subcontract. Thus, when the general contractor in Flintco offered its proposed subcontract, this was a counteroffer that the subcontractor could decline and that terminated the general contractor's ability to accept the terms of the bid.



Unlike in *Del E. Webb*, the *Flintco* Court did not address the propriety of a substitution at all. This is significant as the requirements for substitution are different from the elements of promissory estoppel. Substitution is permitted when specific statutory requirements are met, which were not discussed whatsoever in *Flintco*. In *Flintco*, no analysis was performed as to whether the general contractor's proposed subcontract was, like here, based "upon the general terms, conditions, plans, and specifications for the project involved." Section 4107. Indeed, there is no discussion at all as to whether the subcontractor's bid terms complied with the project requirements. As such, the only right Skutley *possibly* has that is evidenced by *Flintco* is the right to withdraw its bid. Cambridge would not interfere with that course of action.

Even if *Flintco* could be considered applicable to the current substitution, in *Flintco*, the general contractor's proposed contract had significant defects in addition to terms differing from the subcontract bid which were material to its bid price. That is not true here. There, the general contractor's proposed contract required work that was not within the subcontractor's contractor's license, demanded a bond, required liquidated damages, and did not acknowledge the subcontractor's deposit requirement that was heavily emphasized in its bid. The court did not point to any evidence suggesting the general contract addressed the pricing function of these terms, and accepted the trial court's finding that these terms were material to the price in the subcontractor's bid.

Here, however, Cambridge's proposed contract is not inconsistent with Skutley's bid in terms of any bond requirements, calls for work within Skutley's contractor's license, and is not at odds with any deposit requirement. This alone distinguishes *Flintco*.

Furthermore, the Subcontract actually vitiates Skutley's complaint that the exclusion of liquidated damages and the requirement for a mutually agreeable schedule were material to its price and therefore had to be included. First, the proposed subcontract specifically addresses mutuality of scheduling, requiring that, "**[i]n consultation with Subcontractor**, Contractor shall prepare the schedule for performance of the Work [...] and shall revise and update such schedule, as necessary, as the Work progresses." Subcontract, **¶** 5.1. Second, the proposed contract would prevent Skutley from suffering damages due to delays outside of its fault and provided a means for recovering for scheduling issues negatively impacting Skutley. Specifically, the proposed subcontract provided that:

5.2 Delays and Extensions of Time - By Operator. If the commencement or progress of the Subcontract Work is delayed without the fault or responsibility of Subcontractor, the Subcontract Time shall be extended by Subcontract Change Order and the Subcontract Amount equitably adjusted to the extent obtained by Contractor under the Subcontract Documents, and the Progress Schedule shall be revised accordingly.



> Subcontractor agrees to initiate all claims for any delay for which Owner is or may be liable within 7 Days of Subcontractor's knowledge of the facts giving rise to the claim.

Subcontract, ¶ 5.2. Third, the proposed subcontract permitted Skutley to "request changes in the Subcontract Work or the timing or sequencing of the Subcontract Work that impact the Subcontract Amount or Subcontract Time. A change in the Subcontract Work that affect the Subcontract Amount or the Subcontract Time shall be formalized in a Subcontract Change Order." Subcontract, ¶ 7.1. Through these provisions, the proposed subcontract addressed the so-called materiality behind the terms not included in the proposed subcontract.

Flintco is further distinguishable from the present case, as nothing in the *Flintco* decision suggests the subcontractor had proffered a bid it knew or should have known was inconsistent with project requirements. Here, Skutley makes no representation it did not know that liquidated damages were required for the WPWMA project. By placing a bid which defied project requirements, and now attempting to force Cambridge into a contract with materially different terms than it bid, including a price increase of nearly \$1 million, Skutley is acting more similarly to the contractor in *Flintco* than to the subcontractor. Skutley is essentially using a noncompliant bid exclusion to hold the project as ransom for a \$1 million increase to its contract.

For all of these reasons, *Flintco* does not support Skutley's actions or objections.

Skutley's Qualms with Obtaining Documents and Scheduling are After-the-Fact Excuses for not Honoring a Bid Price that Met Project Requirements

In its objection, Skutley next asserts that the project schedule, alleged late approval of the Issued for Construction Drawings, and an alleged change in the project sequence justified its insistence on a substantial subcontract price increase. Skutley is wrong. First, the project durations were not changed; the Issued for Construction Documents did not change Skutley's scope; and the project sequence did not change. Barnhorst Decl. ¶ 6. Moreover, if there ever were such change order provisions, including those permitting for a compensable time extension. However, they do not justify Skutley's refusal to honor its bid price on a subcontract that complied with the project requirements at bid time, demand for a \$ 1 Million increase to its base subcontract price over its bid, and demand that Cambridge continue to use Skutley on this Project for these ransom terms.



Substitution is not Barred due to Cambridge's Engagement with DemCon.

Skutley next argues that Cambridge "failed to exhaust negotiations" with Skutley before engaging with Demcon, making substitution inappropriate. However, this ignores that Skutley unequivocally rejected any contract for its bid price which might include terms required by both FCC's prime contract and the general terms, conditions, plans, and specifications of the project, and even demanded that the project be rebid.

Despite weeks of Cambridge's continued efforts to reach a project-compliant agreement with Skutley, Skutley provided no reason to believe it would move from its position regarding a substantially increased contract price and regarding the exclusion of certain project-required provisions. Thus, it became clear that further negotiation would be futile. It was at this time that (1) Cambridge submitted its substitution request to FCC with Demcon's credentials, (2) the owner approved moving forward with Demcon, and (3) Cambridge thereafter followed up with a formal substitution request. Thus, despite Skutley's argument to the contrary, Cambridge has acted appropriately to obtain a subcontractor who would execute a contract consistent with the project requirements and the operative prime contract. As such, substitution should be granted.

Cambridge did not Engage in Bid Peddling or Bid Shopping.

In its objection, Skutley additionally alleges Cambridge performed bid peddling and bid shopping in its engagement with Demcon. Skutley's only argument in support of this allegation is thinly reasoned: that Cambridge engaging Demcon "suggests that [its] 'negotiations' with [Skutley] were engaged in merely to buy time to shop [Skutley's] scope of work to other potential subcontractors." The argument, seemingly, is that Cambridge manufactured a dispute with Skutley just so that it had more time to find another subcontractor. This argument is entirely based on unproven assumptions about intent and critically neglects the real reason Cambridge engaged Demcon: Demcon accepted a project-compliant subcontract which did not defy the prime contract. It is that simple.

Skutley next argues that Cambridge benefitted from its negotiations with Skutley, as Cambridge's engagement with Demcon was informed by facts which accrued between the time that passed from accepting Skutley's bid to Skutley refusing to sign its subcontract. However, such benefit does not evidence bid shopping or bid peddling, which by definition are tactics to *reduce* costs for subcontract work. Cambridge never gave Demcon the price of Skutley's bid. Barnhorst Decl. ¶ 7. Ultimately, Cambridge paid Demcon *more* than Skutley's bid price, not less, <u>and</u>, Demcon's higher priced bid was based on the <u>same schedule</u> and <u>the same information</u> provided to Skutley for its bid. *Id.* This contradicts any allegation of bid shopping or bid peddling. As such,



Skutley's allegations of bid shopping and bid peddling arise from a critical misapplication of those terms, and these allegations should be rejected.

Conclusion

Skutley refused to sign a project-compliant subcontract for its bid price after being given a reasonable opportunity to do so. For these reasons, and the additional reasons set forth in Cambridge's request for substitution and in this reply, Skutley should be substituted from the WPWMA project, and Demcon should be permitted to perform in its stead.

Sincerely,

DIEPENBROCK ELKIN DAUER McCANDLESS LLP

Eilen M. Dupenback

Eileen M. Diepenbrock

NBB/mj

cc: Cambridge Companies Stephen R. McCutcheon, Jr. (by email: <u>smccutcheon@cookbrown.com</u>)

EXHIBIT 1

C O R P O R A T I O N

SPECIALIZING IN THE CONCRETE & SHOTCRETE INDUSTRY

PROPOSAL

TO:	Cambridge Companies, Inc.	ATTN: Lenny Zelms
DATE:	March 17, 2023	·
PROJECT:	FCC / W.P.W.M.A Recycling Center - Building & Site Impro	ovements
LOCATION:	3033 Fiddyment Road – Lincoln, CA 95648	
ARCHITECT:	SCS Engineers – 3117 Fite Circle, Suite 108 – Sacramento, CA	95827
PLAN DATE:	Architectural 7/19/2022, Civil 12/9/2022 & Structural 7/19/2022	2 – Sheets noted below
ADDENDA:	#1, #2, #3 & #4 Received	

C&D & Compressor Office Building Concrete Proposal\$ 2,988,140.00

- ✓ Layout and excavate footings and piers, per sheets S2.1 & S2.2.
- ✓ Load and stockpile spoils onsite.
- ✓ Furnish and place concrete footings and piers, per sheets S2.1 & S2.2, details S4.1, S4.2, & S4.3.
- ✓ Place column templates and place column anchor bolts. Per sheet S2.1, details 5/6/7/S4.1. Place column anchor bolts, furnished & layout by others.
- ✓ Furnish, form, place, and finish 6" and 8" concrete slab on grade, at Processing slab, over 6" crush rock, per sheet S2.1.
- ✓ Layout and place aluminum wear indicators, per detail 11/S0.2, at 8" Tipping slab, per sheet S2.1. Furnish & layout by others.
- ✓ Furnish, form, place, and finish 4" and 6" concrete slab on grade, at Compressor / Office slab, over 2" sand, over 15 mil vapor barrier, per sheet S2.2.
- ✓ Furnish, form, place, and finish 12" CIP concrete walls, per sheet S2.1, details per sheets S4.3 & S4.4.
- ✓ Furnish and place crush rock backfill at raised concrete deck and ramp, per sheet S2.1, details 4/5/S4.3.
- ✓ Furnish, form, place, and finish 15" CIP concrete suspended deck, per sheet S2.1, details 1/2/S4.4.
- ✓ Furnish and place reinforcing as per plans, for our portion of work.
- ✓ Concrete per specification.

Maintenance Building Concrete Proposal\$ 310,711.00

- ✓ Layout and excavate footings and piers, per sheet S3.1.
- ✓ Load and stockpile spoils onsite.
- ✓ Furnish and place concrete footings and piers, per sheet S3.1, details S4.5 & S4.6.
- ✓ Place column templates and place column anchor bolts, per sheet S3.1. Furnish & layout by others.
- ✓ Furnish, form, place, and finish 6" concrete slab on grade, over 2" sand, over 15 mil vapor barrier, per sheet S3.1, note #2.
- ✓ Furnish, form, place, and finish (1) concrete over metal deck, per sheet S3.2, details per S4.6.
- ✓ Furnish, place, and finish (1) stairway, pan filled stairs and landing, per sheet S3.2.
- ✓ Furnish and place reinforcing as per plans, for our portion of work.
- ✓ Concrete per specification.

C O R P O R A T I O N

Specializing in the Concrete & Shotcrete Industry

C & D Site Concrete Proposal\$ 597,830.00

- ✓ Furnish, form, place, and finish 6" concrete broom finish sidewalks per sheet A2.2, detail 6/S0.2. +/- 807sf.
- ✓ Furnish and place (1) handicap ramp with truncated dome, per sheet A2.2.
- ✓ Furnish, form, place, and finish 8" concrete paving, per sheet C-117. +/- 25,304sf. Drill and epoxy dowels.
- ✓ Layout, excavate, furnish, form, place, and finish, concrete channel, per sheet C-111. +/-395lf. Side grate embed rails and grates, furnished & layout by others.
- ✓ Furnish, form, place, and finish 6" concrete curbs, per sheet C-111. +/- 120lf.
- ✓ Load and stockpile excavated spoils onsite.
- ✓ Furnish and place reinforcing as per plans, for our portion of work.

ADA and Civil Site Concrete Proposal\$ 402,533.00

- ✓ Furnish, form, place, and finish 6" concrete broom finish sidewalks per sheets A1.1 & A1.1a, details 3/4/A8.1a. +/- 3,505sf.
- ✓ Furnish, form, place, and finish (6) handicap ramp with truncated domes.
- ✓ Furnish, form, place, and finish 6" concrete vertical curbs, per sheets A1.1 & A1.1a, detail 1/A8.1a. +/- 621If.
- ✓ Furnish, form, place, and finish 6" concrete vertical curbs, per sheet C-111, detail 1/A8.1a. +/- 814lf.
- ✓ Furnish, place, and finish 8" concrete infill at electrical duct bank, per sheets E-050 & E-201, detail 1/E-501. +/- 1,077lf. Drill and epoxy dowels.
- ✓ Furnish, place, and finish 8" concrete infill at Utility Trenches, per sheets C-113 & C-114.
 +/- 1,531lf. Drill and epoxy dowels.
- Excavate, furnish, form, place, and finish (9) concrete light pole bases, per sheet C-116.
 Place pole anchor bolts, furnished & layout by others.
- ✓ Load and stockpile excavated spoils onsite.
- ✓ *Furnish and place reinforcing as per plans, for our portion of work.*

Maintenance Site Concrete Proposal\$ 181,577.00

- ✓ Furnish, form, place, and finish 6" concrete broom finish sidewalks per sheet A3.1, detail 6/S0.2. +/- 1,399sf.
- ✓ Furnish, form, place, and finish 8" concrete paving, per sheet C-117. +/- 8,226sf.
- ✓ Furnish, form, place, and finish (1) handicap ramp with truncated domes.
- ✓ Load and stockpile excavated spoils onsite.
- ✓ *Furnish and place reinforcing as per plans, for our portion of work.*

TOTAL PROPOSAL \$4,480,791.00

C O R P O R A T I O N

Specializing in the Concrete & Shotcrete Industry

PH1 C&D MRF - Concrete Slab.....\$ 1,414,939.00

PH1 C&D MRF – Building Foundation and CIP walls......\$ 1,573,201.00

PH2 – Maintenance Building - Foundation.....\$ 211,455.00

PH2 – Maintenance Building - Slab & Deck Infill\$ 99,256.00

Alternate #1 - Deduct of Concrete Push Wall\$ 93,457.00

- ✓ Furnish, form, place, and finish 12" CIP concrete Push Walls, per sheet S2.1.
- ✓ Placement of Amor Plate on the walls. Furnish & layout by others.

Building & Site Concrete Inclusions:

- 1. Construction layout from GC provided corners, layout & elevation hubs.
- 2. Concrete and excavation clean up provided per each event.
- 3. Install column anchor bolts, layout & furnish by others.
- 4. Furnish and place expansion, and expansion dowels at construction joints, at sidewalks.
- 5. Saw cut construction control joints. All joint sealant by others.
- 6. Furnish & Place CIP concrete to be Class B finish.
- 7. Standard spray cure on all concrete (No wet cure).

QUALIFICATIONS:

- 1. The above pricing has been broken out per five (5) scope items. If the pricing is not awarded as a whole, the above pricing will be subject to review & price increases prior to entering into contract.
- 2. All areas in above scope of work to be built concurrently.
- 3. Provide area for unloading and loading of materials, etc., and access for ground equipment. All hoisting (If required) to be supplied by others.
- 4. Access to power, water and restroom facilities are to be provided by others.
- 5. Coordination of slick line & material hose placement for concrete placement operations will be discussed at pre-construction meeting.
- 6. Prime Contractor to provide all necessary layout points & elevations at different phases of construction.
- 7. Prime Contractor to provide adequate area for job trailer / connex and material storage.
- 8. Prime Contractor to provide SCC an onsite office space to accommodate 2 of SCC's Team Members. Including any and all utilities and all associated costs.
- 9. Prime Contractor to supply 24/7 security of any and all of SCC's equipment, material and the similar. This to include laydown yards and in place scope of work including final Concrete Placement(s). This to remain in effect until Owner acceptance.

C O R P O R A T I O N

Specializing in the Concrete & Shotcrete Industry

- 10. Prime Contractor to supply all material delivery escorting as required by the project documents and discussed at Pre-Construction meetings with SCC. SCC to have final decision rights, as to means & methods of all Division 3 needs. All Division 3 sequencing to be decided by SCC, in conjunction with GC & Trade Partners.
- 11. Retention shall not exceed 5% of the total contract amount. Any retention withheld shall be paid no later than ninety (90) days after the date of, substantial completion of our work.
- 12. This proposal is based on regular working hours of an eight (8) hour workday, five (5) days a week, Monday Friday, (8) hour workday within the hours of a 7:00am to 5:00pm schedule. Overtime work outside of this (8) hour workday will be considered a change order.
- 13. If nighttime work has been deemed necessary for "Loud" operations, these tasks/operations will be performed during non-normal working hours. These tasks need to be specified by Owner/G.C. prior to entering into a Contractual Agreement.
- 14. All pours to be performed during normal working hours (No special batch plant opening fees have been included in this proposal).

Building & Sitework Concrete Exclusions:

- 1. Any and all COVID-19 requirements to be specifically excluded. Any and all precautionary measures to be performed by others.
- 2. Building pad to be cut down to recess area elevations; by others.
- 3. Any and all Gypcrete scope of work is specifically excluded.
- 4. Mat slab excavation and base rock by others.
- 5. G.C. to provide all guardrail measures (Safety railings) associated with all locations of scope of work area(s) throughout the duration of the project.
- 6. Temporary barrier walls; interior or exterior.
- 7. Any and all concrete & excavation work for mechanical, electrical or plumbing (Except as noted).
- 8. Any and all embed items; to be furnished by others & layout confirmed by others.
- 9. No hoisting of equipment or materials. Provided by G.C.
- 10. G.C. to provide close access for equipment, concrete pumps and concrete trucks (Within 200') at all points of concrete placement.
- 11. All Weather protection & access to building and site, winterized graded access roads to any phase of our work, dust control and water truck (Provided by others).
- 12. Adverse weather conditions (rain, snow, high winds, freezing temperatures & heat).
- 13. Dewatering or mucking of mud or rainwater.
- 14. Any and all dust control, interior & exterior.
- 15. Fresh air supply; ventilation of any kind at any phase of our work.
- 16. Task lighting
- 17. G.C. to provide floor & wall protection during all phases of construction for new and existing, adjacent surrounding areas & surfaces. Protection of adjacent or surrounding areas & surfaces.
- 18. Sound proofing of any kind; For concrete drilling or other scope & tasks.
- 19. Any and all removal, drilling, jack-hammering, blasting of rock, tree roots or other obstructions.
- 20. Any and all Concrete demo, saw cutting, chipping, removal, demo of any kind, or off haul of demo concrete (Outside of being specifically noted above).
- 21. G.C. to provide area for Excavated spoils; To be stock piled onsite (Except as noted).
- 22. All sub-contractors are responsible for removal of all their own spoils. (Not to stock pile on top of our work).

CORPORATION

Specializing in the Concrete & Shotcrete Industry

- 23. All (Mass) Excavation & backfill to be performed by others (Outside of being specifically noted above).
- 24. Any and all hard pan and or hard rock soil conditions, or excavation thereof.
- 25. Any and all shoring; excavation shoring, design and or engineering (Adequate area to be identified to bench footing sides for proper excavation).
- 26. Excavation at curbs, curbs with gutter, and sidewalk thickened edge.
- 27. Any and all structural backfill; sub base or lean concrete / CLSM or compaction, (Except as noted).
- 28. Waterproofing of any kind; Patching or replacing (E) waterproofing. Flashings and or insulations.
- 29. Surveying of any kind; Survey off (E) building corners and column lines, or new foundations to be provided by others.
- 30. Hubs in, civil elevations, and cut sheet for sitework from surveyor to be provided by Contractor.
- 31. Any and All onsite or offsite concrete work (Except as noted).
- 32. All pad certification and slab on grade sub grade by others to $+/- \frac{1}{2}$ ".
- 33. All sub grade by others (Within 1/10th and properly compacted).
- 34. All fine grading to be performed by others.
- 35. Any and all base rock or compaction (Except as noted).
- 36. All sub base by others, including rock and sand, by others to $+/- \frac{1}{2}$ of .1'.
- 37. Any backfill or grading of site; around finished pads and/or sitework.
- 38. Site drainage; and trench drains furnished and placed to grade by others.
- 39. Water curing and or concrete blankets.
- 40. Responsibility for normal concrete cracking, heaving, shrinkage or settlement.
- 41. Concrete slump to be 4"-5" slump at point of placement.
- 42. All colored concrete. Concrete to be of normal color and design.
- 43. Precast of any kind; Precast wheel stops and glued on and/or doweled on curbs, by others.
- 44. Sleeves or penetrations through our work for other trades
- 45. Special finishes (i.e. sandblasting, exposed, salted, stamped, textured, etc.).
- 46. Floor sealer, stains, hardeners, or special treatment of concrete.
- 47. Slab joint caulking and sealing.
- 48. No metal deck caulking or sealing.
- 49. No shoring of metal decks.
- 50. Protection for and of concrete pours between metal deck slab(s) and below finishes.
- 51. No welding of rebar.
- 52. Testing & permits, engineering and inspections.
- 53. Sign, fence posts, and handrail footings by others (Except if noted).
- 54. Redwood headers and concrete mow strips.
- 55. Steel handrails furnished, placed, and grouted by others.
- 56. Any and all concrete washouts and dumping fees.
- 57. Contractor to provide any and all dumpsters and shall be responsible for associated dump fees, etc.
- 58. All Trade Partner employee parking provided by GC.
- 59. Any and all traffic control (Vehicular or Pedestrian), plans, fees or permits.
- 60. Any and all private utility locating & concrete scanning of existing; in excess of USA, to be provided by others.
- 61. Any and all crane mobilizations & use to be provided by others. Any associated rigging or signalmen(s) for any crane pick(s) to be provided by others.
- 62. Rigging certifications. Crane company to provide certified riggers and guidsmen (Signalman(s)).
- 63. Encroachment permits, lane closures & traffic plans for pump or concrete truck staging or other equipment.

CORPORATION

Specializing in the Concrete & Shotcrete Industry

- 64. Equipment certifications and or specific project training (Outside of typical project orientations).
- 65. Competent person(s) training.
- 66. Safety Training beyond SCC's IIPP.
- 67. Any and All ICRA & ILSM requirements.
- 68. Bonding of any kind
- 69. Delay and obstruction fees / costs. These costs will be treated as T&M. Please refer to item #72 for further detail.
- 70. Liquidated damages.
- 71. No retention to be withheld.
- 72. Labor escalations later than 7/1/2023.
- 73. If T & M work is selected as a delivery method. SCC will provide rates at that time which will need approval prior to commencement of any T & M scope.
- 74. Bid based on (1) move in. Added move ins to be at additional cost.

NOTE: We are a Merit Shop Trade Partner NOTE: Structural details take precedence over specifications

All changes in the above scope of work will be performed only after a written change order has been executed. **Payment schedule and job schedule to be mutually agreed upon.** This proposal if accepted will become an exhibit to any subsequent contract. This proposal if not accepted within 30 days, will be subject to review.

Thank you for the opportunity to provide a proposal on this project. If you have any questions, please feel free to contact me at any time.

Respectfully Submitted, Skutley Contracting Corporation Accepted By: Cambridge Companies, Inc.

Gerry Schoolcraft (209) 483-0362 Cell (530) 695-6289 Office Gerry@SkutleyContractingCorp.com

Signature

Date

Printed Name of Authorized Signer Title

EXHIBIT 2



March 27th, 2023

Skutley Contracting Corporation 1282 Stabler Lane #630-107 Yuba City, CA 95993 Phone 530.695.6289 Joe Skutley

RE: Letter of Intent for the FCC WPWMA Recycling Center Improvements – Building and Site Concrete Subcontract

Joe,

It is Cambridge Construction's intent to issue Skutley Contracting Corporation a contract for building and site concrete services at the FCC WPWMA Recycling Center Improvements project located in Roseville, CA. The initial contract value will be \$4,387,334 which includes the deduct to remove the Push Wall.

Please use this Letter of Intent as a notice of award for the project and to lock in all material and labor pricing with required vendors, suppliers, and any third-party subcontractors. Also, please use this LOI as a notice to proceed with the preconstruction process on your end (project staffing, preparation of all required submittals and shop drawings, etc.). We are finalizing various contract exhibits internally and will follow up with your subcontract package electronically within the next few days.

Cambridge Companies, Inc. looks forward to working with Skutley Contracting Corporation to bring this project to successful completion.

Sincerely,

Lenny Zelms Director of Preconstruction Services 219.972.1155

EXHIBIT 3

Joe Skutley

From:	Lenny Zelms <lennyzelms@cambridgecoinc.com></lennyzelms@cambridgecoinc.com>
Sent:	Sunday, April 2, 2023 1:59 PM
То:	Joe Skutley
Cc:	Joshua Barnhorst; Ashley Keepers; Gerry Schoolcraft; Liz Powell
Subject:	RE: FCC WPWMA Recycling Center Improvements

That is correct – with a contract value of \$4,387,334 (all priced items and the wall deduct).

You should see the subcontract package electronically on Monday but no later than Tuesday.

Thanks

Sincerely,

Lenny Zelms

CAMBRIDGE COMPANIES \ Design-Build Solutions

500 E. Ridge Road, Suite 202, Griffith, IN 46319 14201 N. 87th Street, Suite 135, Scottsdale, AZ 85260 **Phone** (219) 972-1155 **Fax** (219) 972-6314 **Mobile** (219) 776-0456 Lenny@cambridgeconstruction.com **www.cambridgecoinc.com**

From: Joe Skutley <Joe@skutleycontractingcorp.com>
Sent: Wednesday, March 29, 2023 1:32 PM
To: Lenny Zelms <lennyzelms@cambridgecoinc.com>
Cc: Joshua Barnhorst <jbarnhorst@cambridgecoinc.com>; Ashley Keepers <akeepers@cambridgecoinc.com>; Gerry
Schoolcraft <Gerry@skutleycontractingcorp.com>; Liz Powell <Liz@skutleycontractingcorp.com>
Subject: RE: FCC WPWMA Recycling Center Improvements

Hello Lenny,

Thank you for the LOI and the phone call on Monday!

We have a few items we would like clarified & confirmed at this time:

- 1. Please confirm the LOI is based on SCC's proposal dated 3/17/2023.
- 2. Please confirm all of the components within SCC's proposal will be incorporated within any subsequent agreement.

SCC looks forward to forging a great partnership with the CCI Team!

Let me know if you have any questions.

Thank you



CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463

This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use, dissemination, distribution, disclosure or copying of this communication is *strictly* prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

From: Lenny Zelms <lennyzelms@cambridgecoinc.com>
Sent: Monday, March 27, 2023 2:24 PM
To: Joe Skutley <<u>Joe@skutleycontractingcorp.com</u>>; Liz Powell <<u>Liz@skutleycontractingcorp.com</u>>
Cc: Joshua Barnhorst <<u>jbarnhorst@cambridgecoinc.com</u>>; Ashley Keepers <<u>akeepers@cambridgecoinc.com</u>>
Subject: RE: FCC WPWMA Recycling Center Improvements

Joe/Liz,

To follow up on our conversation, please see attached Letter of Intent for the building and site concrete subcontract at the proposed FCC WPWMA Recycling Center Improvements project located in Roseville, CA.

I have copied Josh Barnhorst, who will be the assigned project manager (contact information below) as well as the assistant PM, Ashley Keepers. We will follow up later this week with a formal request for your COI, electronic subcontract agreement package, etc. but wanted to get this in your possession as quickly as possible to push forward.

Please let Josh, Ashley, or I know of any initial questions or requests.

Thanks

Josh Barnhorst Project Manager 14201 N. 87th Street, Suite 135 Scottsdale, AZ 85260 Mobile (623)428-4223 jbarnhorst@cambridgecoinc.com California License #: Cambridge Companies, Inc.; 939353

Ashley Keepers Assistant Project Manager 14201 N. 87th Street, Suite 135 Scottsdale, AZ 85260 Mobile (480) 679-8310 akeepers@cambridgecoinc.com

Sincerely,

Lenny Zelms

CAMBRIDGE COMPANIES \ Design-Build Solutions

500 E. Ridge Road, Suite 202, Griffith, IN 46319 14201 N. 87th Street, Suite 135, Scottsdale, AZ 85260 **Phone** (219) 972-1155 **Fax** (219) 972-6314 **Mobile** (219) 776-0456 <u>Lenny@cambridgeconstruction.com</u> www.cambridgecoinc.com Arizona License #: Cambridge Builders, Inc.; ROC200849 California License #: Cambridge Builders, Inc.; 939353 Florida License #: Cambridge Builders, Inc.; CGC1509066 Nevada License #: Cambridge Builders, Inc.; 0079154 Oregon License #: Cambridge Builders, Inc.; CCB 202210

EXHIBIT 4

CAMBRIDGE FCC WPWMA Recycling Center Improvements COMPANIES Project Schedule								-00								
ID T	ask Name	Duration	Start	Finish	March	April	May	, = =	June	July	Aug	ust	September	October T T S F W M	En November	Decembe
1	FCC WPWMA - Project Schedule	198 days	Tue 3/7/23	Fri 12/29/23		M S T T S F	W M S	TTSF	WM S T	T S F W M	S T T S F	N M S T T	S F W M S	T T S F W M	S T T S F W	<u>A S T T S</u>
2	Preconstruction	129 days	Tue 3/7/23	Thu 9/14/23	-				·				-1			
3	Bidding/Procurement	9 days	Tue 3/7/23	Fri 3/17/23	н											
4	Subcontractor Bid Due Date	1 day	Tue 3/7/23	Tue 3/7/23	ካ						·					
5	Cambridge RFP Response due to FCC	2 days	Wed 3/8/23	Thu 3/9/23	5											
6	FCC Award to Cambridge	6 days	Fri 3/10/23	Fri 3/17/23												
7	Submittal and Shop Drawing Processing	120 days	Mon 3/20/23	Thu 9/14/23									_			
29	Construction	180 days	Mon 4/3/23	Fri 12/29/23		_										
60	Site Development	-	Mon 4/3/23											·		
61	Contractor Mobilization and Temp Item Installation	2 days				_										
62	- -															
63	SWPPP/E&S Controls	3 days														
	Site Demolition at C&D Canopy			Mon 4/24/23]									
64	Site Demolition at Maintenance Building	3 days		Thu 4/27/23												
65	Site Demolition at ADA Improvement Area	2 days	Fri 4/28/23													
66	Storm and Sanitary Site Utilities	5 days	Thu 5/11/23	Wed 5/17/23												
67	Site Water Distribution	15 days	Thu 5/11/23	Thu 6/1/23												
68	Site Electric (Dry Utilities) Distribution	15 days	Thu 5/18/23	Thu 6/8/23				ſ								
30	Phase 1 - C&D Facility Construction	116 days	Tue 4/25/23	Fri 10/13/23			•			i.	Û.			-		
31	C&D Canopy	116 days	Tue 4/25/23	Fri 10/13/23				-						-		
32	Building Pad Preparation	5 days	Tue 4/25/23	Mon 5/1/23												
33	Concrete Foundations and Wall Construction	23 days	Wed 5/3/23	Tue 6/6/23			-+-									
34	Prep and Pour Slabs at C&D Canopy	7 days	Wed 6/7/23	Thu 6/15/23												
35	Primary/Secondary Metal Building Erection at C&D Canopy	20 days	Fri 6/16/23	Mon 7/17/23							<u>ן</u>					
36	Roofing and Trims at C&D Canopy Metal Building	20 days	Tue 7/18/23	Tue 8/15/23								-				
37	C&D Canopy Electrical and Fire Protection OH Rough-In	25 davs		Wed 8/30/23							L.			_		
38	C&D Canopy Final Electrical Connections and Fixture Install	20 days														
39	C&D Canopy Electrical Gear and Breaker Installation	10 days					_						_			
40	FCC CCTV Installation		Mon 10/2/23													
41																
	FCC Signage and Safety Component Installation		Mon 10/2/23				_									
42	C&D Canopy Punch List and Turnover			Fri 10/13/23												
43	Office and Compressor Area	60 days	Tue 7/18/23	Fri 10/13/23							•					
44	Underslab Rough-In and VIMS at Office/Compressor Areas	10 days	Tue 7/18/23	Tue 8/1/23												
45	CMU Wall Construction at Office/Compressor Areas	10 days	Wed 8/2/23	Tue 8/15/23												
46	Building Slabs at Office/Compressor Areas	2 days	Wed 8/16/23	Thu 8/17/23								1				
47	Structural Steel/Roof Decking Install at Office/Compressor	10 days	Fri 8/18/23	Fri 9/1/23]		-	
48	Roofing Insulation, TPO Roofing, Exterior Metals	5 days	Tue 9/5/23	Mon 9/11/23						·	·		-			
49	Exterior Glazing/Storefront	5 days	Tue 9/5/23	Mon 9/11/23			-						-			
50	MPE-FP Rough-In	5 days	Tue 9/5/23	Mon 9/11/23				-					t			
51	Framing and Drywall Install/Finishing	4 days	Tue 9/12/23	Fri 9/15/23									- k			
53	Overhead Door Installation	2 days	Tue 9/12/23	Wed 9/13/23			-									
52	Interior Painting	3 days	Mon 9/18/23	Thu 9/21/23												
54	Ceilings and Flooring	3 days		Tue 9/26/23			_									
55	Millwork Installation			Wed 9/27/23			_						1			
56	MPE-FP Trim															
				Tue 10/3/23			_							_		
57	Door and Hardware Installation		Wed 10/4/23													
58	Div. 10, Toilet Accessories, Toilet Partitions			Thu 10/5/23												
59	Office and Compressor Area Punch List and Turnover	5 days	Mon 10/9/23	Fri 10/13/23										1		
C WPW	MA RC Task Summary		ernal Milestone		ive Summary			anual Summ			Finish-only	/	1	Manual Pro Manual Pro		
	2/26/23 Split Project Summary	l Ina	ctive Task	b Dura	ual Task		M	anual Summ	ary I		 Deadline Progress 		*	Manual Pro	gress	

	CAMBRIDGE COMPANIES Design-Mart Schlere	FC	C WPWM		ng Center Improvements Schedule
ID .	Task Name	Duration	Start	Finish	March April May June July August September October November December S T T S F WM S T T S F
80	Phase 1 - ADA Improvements	44 days	Tue 5/2/23	Thu 7/6/23	
81	Subgrade Prep at Walks and Paving Areas	5 days	Tue 5/2/23	Mon 5/8/23	
82	Sidewalks, Curb, and Gutter Installation	5 days	Tue 5/9/23	Tue 5/16/23	
83	Asphalt Paving and Site Striping	3 days	Wed 5/17/23	Fri 5/19/23	
6	Interior Selective Demolition	5 days	Mon 5/22/23	Fri 5/26/23	
37	Framing and MEP Rough-In	5 days			
38	Drywall Installation and Finishing	3 days		Thu 6/8/23	
39					
	Painting	3 days		Tue 6/13/23	
34	Flooring and Tile Installation	5 days	Wed 6/14/23		
35	MEP Trim	5 days	Thu 6/22/23	Wed 6/28/23	3
90	ADA Improvements Punch List and Turnover	5 days	Thu 6/29/23	Thu 7/6/23	3
59	Phase 1 - Green Waste ASP Construction	60 days	Thu 5/18/23	Tue 8/15/23	3
70	Bin Block Installation	5 days	Thu 5/18/23	Wed 5/24/23	3
71	Aeration Pipe and Ducting Installation	20 days	Thu 5/25/23	Fri 6/23/23	
'3	Electrical Rough-In and Conduit Installation	10 days	Thu 5/25/23	Thu 6/8/23	
4	- Catwalk Installation	10 days		Fri 6/23/23	
12	Aeration Blower Equipment and Controls Installation	10 days		Tue 8/1/23	
15	Electrical Connections at Equipment and Controls		Wed 7/26/23	Tue 8/8/23	
76					
	Painting of Zoned Areas	5 days		Tue 8/8/23	
77	Green Waste ASP Punch List and Turnover	5 days	Wed 8/9/23	Tue 8/15/23	
1	Phase 2 Maintenance Shop Installation	139 days	Thu 6/1/23	Thu 12/28/23	3
2	Building Pad Preparation	5 days	Thu 6/1/23	Wed 6/7/23	
93	Concrete Foundations	15 days	Wed 6/7/23	Wed 6/28/23	
94	Underslab Rough-In and VIMS Components Installation	10 days	Thu 6/29/23	Thu 7/13/23	3
95	CMU Wall Construction	10 days	Fri 7/7/23	Fri 7/21/23	
96	Prop and Pour Building Slabs	5 days	Mon 7/24/23	Fri 7/28/23	
97	Primary/Secondary Metal Building Erection	15 days	Mon 7/31/23	Fri 8/18/23	
98	Metal Building Sheeting, Roofing, and Trims	20 days	Mon 8/21/23	Tue 9/19/23	3
9	Structural Steel and Stairs Installation at Mezzanine		Thu 9/21/23		
00	Framing and Drywall Install/Finishing			Wed 10/11/23	
01		5 days			
	MEP-FP Rough-In		Thu 10/5/23		
03	Interior Painting		Thu 10/12/23		
04	Office Ceilings and Flooring	5 days	Fri 11/3/23	Thu 11/9/23	
05	Millwork Installation	15 days	Tue 11/7/23	Wed 11/29/23	3
02	MEP-FP Trim	15 days	Fri 11/10/23	Mon 12/4/23	3
06	Interior Glazing Installation	10 days	Fri 11/10/23	Mon 11/27/23	3
07	Door and Hardware Installation	10 days	Fri 11/17/23	Mon 12/4/23	
12	Locker Installation	10 days	Thu 11/30/23	Thu 12/14/23	s
09	Div. 10, Toilet Accessories, Toilet Partitions	3 days	Tue 12/5/23	Fri 12/8/23	<u>ا</u>
10	FCC Shop Equipment Installation	-	Tue 12/5/23		
11	Overhead Doors		Tue 12/5/23		
08					
	FCC - Owner Signage and Branding		Mon 12/11/23		
13	FCC - Access Control/AV Installation		Wed 12/13/23		
14	Maintenance Building Punch List and Turnover	5 days	Wed 12/20/23	Thu 12/28/23	3
78 Project Close Out		1 day	Fri 12/29/23	Fri 12/29/23	3
9	Final Turnover and Demobilization	1 day	Fri 12/29/23	Fri 12/29/23	3
					1
	Task Summary	FVI	ternal Milestone 🛛 🕸	> [nar	ctive Summary Manual Summary Rollup Finish-only] Manual Progress
	VMA RC 143K Summary I n 2/26/23 Split Project Summary I Milestone ♦ External Tasks	l Ina	active Task	Mar	Luce summary i i Menta Summary Roup Print-Only J Menta Progress Unal Task Manual Summary C Deadline Manual Progress
	external tasks	Ina	vc winestone 🤍	Dur	aturi-oniy L progress Jage 2 Sun 2/

EXHIBIT 5

Stephen McCutcheon

From:	Juan Rojas
Sent:	Wednesday, June 21, 2023 4:02 PM
То:	Joe Skutley
Cc:	Liz Powell
Subject:	FW: Submittal Coordination and Meeting on Monday to discuss schedule
Attachments:	FW: FW: WPWMA - Structural and VDRS

As requested, 1 of 18 emails received from Ashley Keepers.

JUAN ROJAS 530.695.6289 OFFICE 530.695.6290 FAX 916.696.0866 MOBILE <u>JUAN@SKUTLEYCONTRACTINGCORP.COM</u>



CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463

This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use, dissemination, distribution, disclosure or copying of this communication is *strictly* prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

From: Ashley Keepers <akeepers@cambridgecoinc.com>

Sent: Friday, April 14, 2023 3:31 PM

To: Joe Skutley < Joe@skutleycontractingcorp.com>

Cc: Joshua Barnhorst <jbarnhorst@cambridgecoinc.com>; Michael Cahill <mcahill@cambridgecoinc.com>; Juan Rojas <Juan@skutleycontractingcorp.com>; Roy Salas <Roy@skutleycontractingcorp.com> **Subject:** RE: Submittal Coordination and Meeting on Monday to discuss schedule

Joe,

Thank you for your email. We understand the concerns about not having the final IFC set yet. We have been told that we should have a permit set by May 1, 2023, and we will get you the new drawings right away when we receive them.

Cambridge asked SCS Engineers and Van Dyk to do a detailed review of the structures to ensure that nothing has changed. Please see the attached email from SCS regarding Van Dyk's review of the structural drawings.

We will copy you on the email that we send to SCS to request that these items be expedited.

Let us know when you are available to discuss the schedule and we will send out an invitation for a time that works for your team.

Thank you,

Dvkdn | 11 hhshuv# DVVIVWDQ W#SUR MHFW# DQ DJ HU#

1

CAMBRIDGE COMPANIES | Design-Build Solutions

New Address: 14201 N. 87th Street, Suite 135, Scottsdale, AZ 85260 500 E. Ridge Road, Suite 202, Griffith, IN 46319 Mobile (480) 679-8310 <u>akeepers@cambridgecoinc.com</u> | www.cambridgecompaniesinc.com

From: Joe Skutley <<u>Joe@skutleycontractingcorp.com</u>
Sent: Friday, April 14, 2023 3:13 PM
To: Ashley Keepers <<u>akeepers@cambridgecoinc.com</u>
Cc: Joshua Barnhorst <<u>jbarnhorst@cambridgecoinc.com</u>
; Michael Cahill <<u>mcahill@cambridgecoinc.com</u>
; Juan Rojas <<u>Juan@skutleycontractingcorp.com</u>
; Roy Salas <<u>Roy@skutleycontractingcorp.com</u>
Subject: RE: Submittal Coordination and Meeting on Monday to discuss schedule

Hello Ashley,

My apologies, Monday will not work for the SCC team. Typically we need a 3 day heads up for meetings to be scheduled. I will discuss with the team Monday morning and either Juan or myself will be in touch.

We are also putting together our list of questions & clarifications at this time. A few I'd like to request at this time are a few simple ones:

- 1. Due to the drawings currently being in a more preliminary state, is it possible to have the design team supply a more thorough set (Before the expected May turnaround from Placer County)? I ask this question due in part, there is omitted information that would be beneficial to our Contract review & PreCon efforts, as discussed yesterday with Josh.
- 2. Furthermore, it would save a tremendous amount of effort for Shop Drawing, Material Suppliers & Trade Partner review.

We would like to alleviate any assumptions made by the SCC team & our Trade Partners. Including saving time for the Project Team as a whole, in the RFI & Submittal process.

Any assistance with this at the onset would be advantageous to all Project Members. We like to be proactive at every opportunity, as this will be a fast paced project and all sequencing will need to be meticulously calculated.

Look forward to your responses and thoughts!

Have a great weekend!

Let me know if you have any questions.

Thank you

JOE SKUTLEY 530.695.6289 OFFICE 530.695.6290 FAX 916.871.6679 MOBILE JOE@SKUTLEYCONTRACTINGCORP.COM

CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463

This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use, dissemination, distribution, disclosure or copying of this communication is *strictly* prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

From: Ashley Keepers <akeepers@cambridgecoinc.com>
Sent: Friday, April 14, 2023 2:16 PM
To: Joe Skutley <<u>Joe@skutleycontractingcorp.com</u>>
Cc: Joshua Barnhorst <<u>jbarnhorst@cambridgecoinc.com</u>>; Michael Cahill <<u>mcahill@cambridgecoinc.com</u>>
Subject: Submittal Coordination and Meeting on Monday to discuss schedule

Joe,

I wanted to coordinate the following submittals with you. Is it possible for you guys to get going on the mix designs as soon as possible?

03 - CONCRETE		
03 00 00	1.05.C	Concrete Mix Designs
03 00 00	1.05.D	Manufacturer's Installation Instructions
03 10 00	1.05.A	Formwork Shop Drawings
03 10 00	1.05.B	Form Materials Product Data
03 10 00	1.05.C	Formwork Design Data
03 15 16	1.02	Concrete Joint Materials
03 20 00	1.03	Reinforcing Shop Drawings
03 35 00	1.03.B	Concrete Finishing Product Data
03 39 00	1.03	Concrete Curing Product Data
03 60 00	1.03.B	Grout Product Data
03 60 00	3.07.C	Grout Mix Design
03 60 00	1.03.C	Grout Manufacturer's Installation Instructions
03 60 00	1.03.D	Grout Manufacturers Certificate
Dwg C-117	Note 3	Expansion Joint Spacing Plan

We would also like to know if you are available on Monday to go over our project schedule and we can have a quick teams meeting to discuss scopes and durations?

Please let us know when you are available to meet, preferably on Monday.

Thank you,

Dvkdn | Whhshuv# DVVIVWDQW#SURMHFW#PDQDJHU#

CAMBRIDGE COMPANIES | Design-Build Solutions

New Address: 14201 N. 87th Street, Suite 135, Scottsdale, AZ 85260 500 E. Ridge Road, Suite 202, Griffith, IN 46319

Mobile (480) 679-8310 akeepers@cambridgecoinc.com | www.cambridgecompaniesinc.com

EXHIBIT 6

Stephen McCutcheon

From:	Juan Rojas
Sent:	Wednesday, June 21, 2023 4:22 PM
То:	Joe Skutley
Cc:	Liz Powell
Subject:	FW: C&D Building - Structural Plans - Issued for Foundation Construction Only
Attachments:	PHASE 1 C&D FOUNDATION ONLY 05-05-23.pdf

As requested, 6 of 7 emails received from Josh Barnhorst.

Juan Rojas 530.695.6289 Office 530.695.6290 Fax 916.696.0866 Mobile Juan@SkutleyContractingCorp.com

CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463

This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use, dissemination, distribution, disclosure or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

-----Original Message-----From: Joshua Barnhorst <jbarnhorst@cambridgecoinc.com> Sent: Friday, May 5, 2023 11:34 AM To: Juan Rojas <Juan@skutleycontractingcorp.com> Cc: Ashley Keepers <akeepers@cambridgecoinc.com>; Michael Cahill <mcahill@cambridgecoinc.com>; Joe Skutley <Joe@skutleycontractingcorp.com> Subject: FW: C&D Building - Structural Plans - Issued for Foundation Construction Only

Juan,

Please see the attached IFC Foundations drawings we just have received. Please review and let us know if you have any questions or comments.

Looking forward to meeting as a team on Monday.

Thanks,

Josh Barnhorst, Project Manager

CAMBRIDGE COMPANIES \ Design-Build Solutions New Address: 14201 N. 87th Street, Suite 135, Scottsdale, AZ 85260 500 E. Ridge Road, Suite 202, Griffith, IN 46319 Mobile (623)428-4223 jbarnhorst@cambridgecoinc.com \ www.cambridgecoinc.com

Arizona License #: Cambridge Companies Inc.; ROC200849 California License #: Cambridge Companies, Inc.; 939353 Florida License #: Cambridge Builders, Inc.; CGC1509066 Nevada License #: Cambridge Companies, Inc.; 0079154 Oregon License #: Cambridge Companies, Inc.; CCB 202210

-----Original Message-----From: Parker, Tom <TParker@scsengineers.com> Sent: Friday, May 5, 2023 11:30 AM To: Joshua Barnhorst <jbarnhorst@cambridgecoinc.com>; Ashley Keepers <akeepers@cambridgecoinc.com> Cc: Rodriguez, Andrea <andrea.rodriguez@fccenvironmental.com>; hmontoya <hmontoya@arconse.com>; Vidal, Dan <DVidal@scsengineers.com> Subject: FW: C&D Building - Structural Plans - Issued for Foundation Construction Only

Joshua/Ashley:

Attached are the Issued for Construction plans for the C&D Canopy foundations. CADD files will follow shortly.

Please contact me if you should have any questions.

Thanks

Tom

-----Original Message-----From: Hernan Montoya <hmontoya@arconse.com> Sent: Friday, May 5, 2023 12:20 PM To: Parker, Tom <TParker@scsengineers.com> Cc: Vidal, Dan <DVidal@scsengineers.com>; Steve Lee <stlee@arconse.com>; juan F. Correal <jcorreal55@hotmail.com> Subject: C&D Building - Structural Plans - Issued for Foundation Construction Only

This email originated from outside of SCS Engineers. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Tom:

Foundation only plans issued for construction (Rev. 1) are attached. Please review and call me to discuss if you have any questions or comments, and distribute to interested parties if you have none.

Regards,

Hernan

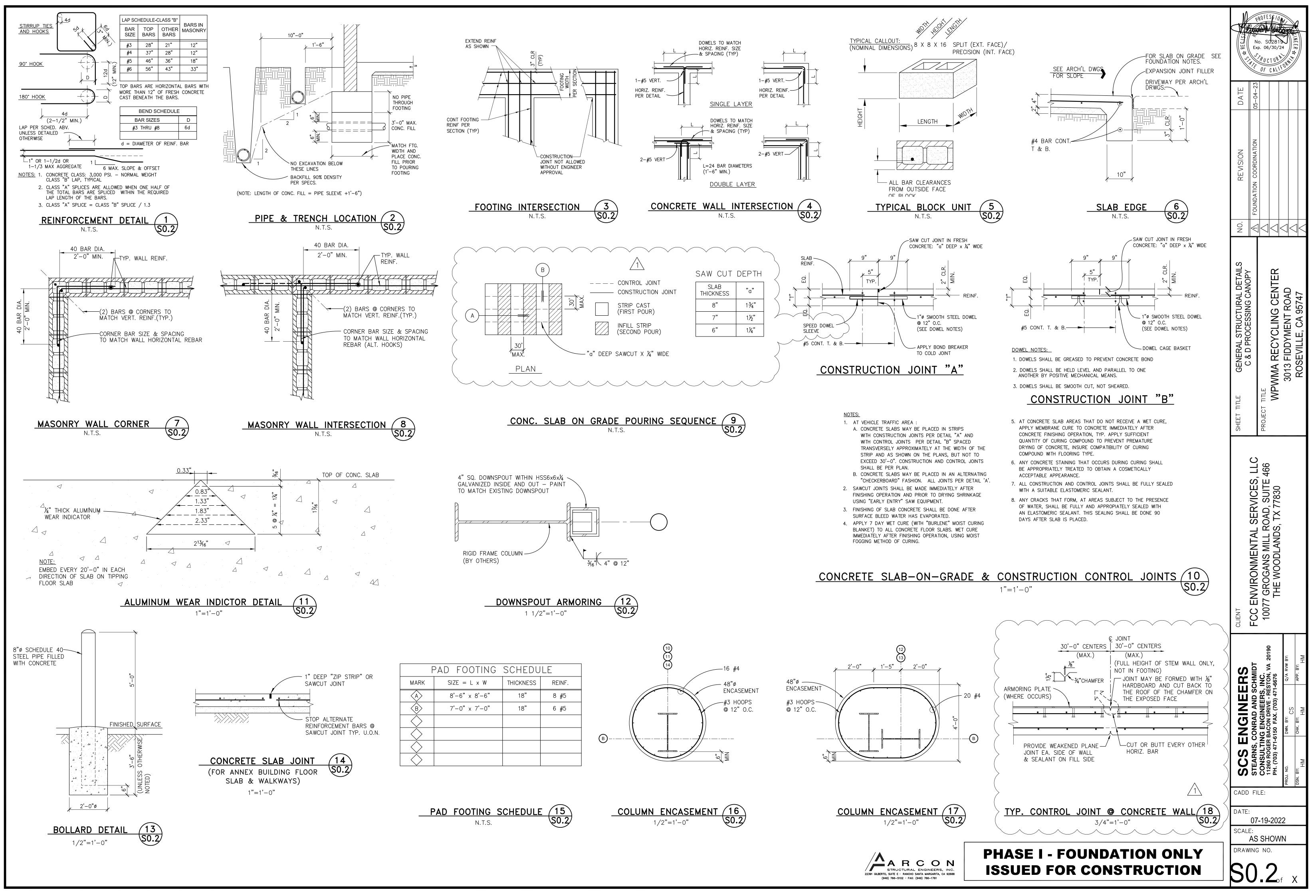
Hernan Montoya, S.E. President Arcon Structural Engineers, Inc. 22391 Gilberto, Suite E Rancho Santa Margarita, CA 92688 U.S.A.

Phone: (949) 766-5102 Ext. 14 Fax: (949) 766-1761 Mobile: (949) 887-4457 E-Mail: hmontoya@arconse.com URL: https://us-east-

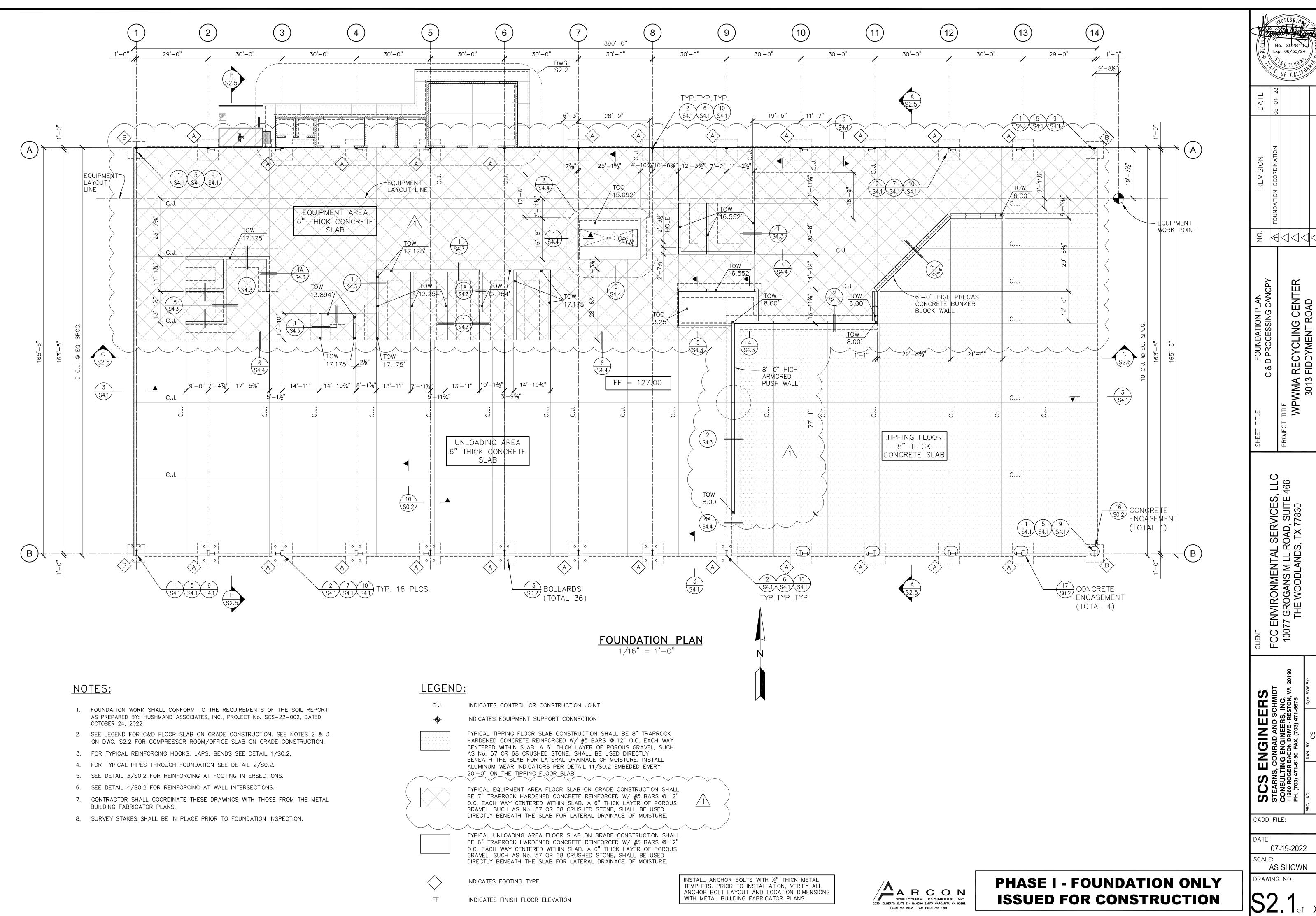
2.protection.sophos.com?d=arconse.com&u=aHR0cDovL3d3dy5hcmNvbnNlLmNvbS8=&i=NjMzNWRhYWI5NTcyZjkxMTc 1N2NhOGY3&t=Y2RYajJhcUJzaUFlcEJCaE9Ia00vUk96YzV0SIJ4SWIGUVR1NUIrV0JRaz0=&h=0eb5c589635b4f6cb06965dd2 80370fc&s=AVNPUEhUT0NFTkNSWVBUSVYcxxQbHdxlOlQgHO8LJu5PrGgfP5YJ4YH10vTzB7uA3w

ENERAL: THE CONTRACTOR SHALL TAKE NO ADVANTAGE OF ANY ERROR OR OMISSION IN THE PLANS, ESTIMATED QUANTITIES OR SPECIFICATIONS. THE CONTRACTOR SHALL CHECK	 THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SHORING OF EXISTING STRUCTURES. OPTIONS, IF PROVIDED HEREIN, ARE FOR THE CONTRACTOR'S CONVENIENCE. HE SHALL BE RESPONSIBLE FOR ALL CHANGES NECESSARY, SHALL COORDINATE ALL DETAILS, SHALL 	CONCRETE MASONRY: 1. CONCRETE MASONRY UNITS SHALL BE NORMAL WEIGHT UNITS CONFORMING TO ASTM C-90, WITH A MINIMUM COMPRESSIVE STRENGTH (f'm) OF 2,000 PSI.	STEEL DECKING: 1. STEEL DECKING SHALL BE OF TH
AND VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE PRIOR TO COMMENCING WITH THE WORK. SPECIAL CARE SHALL BE GIVEN TO SITE AND BUILDING LAYOUT THEREON. IN THE EVENT THE CONTRACTOR DISCOVERS AN ERROR, OMISSION, OR POSSIBLE DISCREPANCY BETWEEN FIELD CONDITIONS AND THE DRAWINGS, IT SHALL	 17. NON-STRUCTURAL FRAMING REQUIREMENTS ARE NOT SPECIFIED ON STRUCTURAL DRAWINGS. SEE ARCHITECTURAL, MECHANICAL, PLUMBING AND / OR ELECTRICAL DRAWINGS FOR ANY REQUIRED ADDITIONAL FRAMING. 	 MASONRY BLOCK UNITS ARE 8"x8"x16" MODULAR SIZE PRECISION SPLIT FACE UNITS. MORTAR SHALL CONFORM TO ASTM C-270, TYPE S, WITH A MINIMUM 28 DAY COMPRESSIVE 	SHALL BE INSTALLED IN ACCORD EXCEPT WHERE OTHERWISE INDIC 2. STEEL DECKING AND FLASHING S
IMMEDIATELY NOTIFY THE ENGINEER PRIOR TO PROCEEDING WITH THE WORK. NOTES AND DETAILS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER THESE	18. THE OWNER OR THE OWNER'S AUTHORIZED AGENT SHALL EMPLOY A REGISTERED DESIGN	STRENGTH OF 1,800 PSI. 4. GROUT SHALL CONFORM TO ASTM C-476, WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 2,000 PSI.	ASTM A446. 3. STEEL DECKING TO BE GALVANIZ
GENERAL NOTES. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO THE REQUIREMENTS OF THE 2019 CALIFORNIA BUILDING CODE, THE APPLICABLE PROVISIONS OF THE PROJECT SPECIFICATIONS,	PROFESSIONAL TO PERFORM STRUCTURAL OBSERVATIONS AS DEFINED IN SECTION 1704.6 OF THE CALIFORNIA BUILDING CODE. OBSERVED DEFICIENCIES SHALL BE REPORTED IN WRITING TO THE OWNER'S REPRESENTATIVE, SPECIAL INSPECTOR, CONTRACTOR AND THE BUILDING OFFICIAL.	5. CEMENT FOR MASONRY MORTAR AND GROUT SHALL BE TYPE II PORTLAND CEMENT, MEETING THE REQUIREMENTS OF ASTM C-150.	DESIGNATION. 4. ALL NECESSARY ACCESSORY ITE
THE LOCAL BUILDING OFFICIAL AND THESE REQUIREMENTS. THE DESIGN, ADEQUACY AND SAFETY OF ERECTION, BRACING, SHORING, TEMPORARY	FOUNDATION:	6. WHEN GROUTING IS STOPPED FOR ONE HOUR OR LONGER, HORIZONTAL CONSTRUCTION JOINTS SHALL BE FORMED BY STOPPING THE GROUT POUR 1-1/2" BELOW TOP OF THE	RECESSES, ETC., SHALL BE GALN 5. WELDING OF STEEL DECKING SH
SUPPORTS, ETC. IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND HAS NOT BEEN CONSIDERED BY THE STRUCTURAL ENGINEER.	 FOUNDATION WORK SHALL CONFORM TO THE REQUIREMENTS OF THE SOIL REPORT AS PREPARED BY HUSHMASND ASSOCIATES, INC., PROJECT No. SCS-22-002, DATED OCTOBER 24, 2022. 	UPPERMOST UNIT. 7. ALL BOND BEAM BLOCK SHALL BE "DEEP CUT" UNITS.	 ALL WELDS AND ABRASIONS SH, "DRY-GALV", "GALVICON" OR AP
THE CONTRACTOR SHALL PROVIDE SAFE AND ADEQUATE BRACES AND CONNECTIONS TO SUPPORT THE COMPONENT PARTS OF THE STRUCTURE UNTIL THE STRUCTURE ITSELF	2. SOIL DESIGN CRITERIA : ALLOWABLE NET BEARING PRESSURE = 2000 PSF	8. ALL REINFORCING STEEL, ANCHOR BOLTS, DOWELS AND INSERTS SHALL BE WELL SECURED IN POSITION PRIOR TO PLACING CONCRETE OR GROUT.	CONCRETE FILL.
(INCLUDING FLOOR & ROOF DIAPHRAGMS) IS COMPLETE ENOUGH TO ADEQUATELY SUPPORT ITSELF.	 FOOTINGS SHALL EXTEND AT LEAST 24" BELOW LOWEST ADJACENT FINAL GRADE, 2'-0" BELOW ROUGH PAD GRADE, OR TO FIRM UNDISTURBED BEARING SOIL OF DESIGN CAPACITY 	9. WALLS SHALL BE GROUTED SOLID UNLESS OTHERWISE SPECIFIED ON THE PLANS, WIRE MESH SHALL BE USED TO FORM HORIZONTALLY (PAPER, CARDBOARD, ETC., NOT ACCEPTABLE) IN PARTIALLY GROUTED WALLS.	
NO PIPES, DUCTS, SLEEVES, CHASES, ETC. SHALL BE PLACED IN SLABS, BEAMS, OR WALLS UNLESS SPECIFICALLY SHOWN OR NOTED, NOR SHALL ANY STRUCTURAL MEMBER BE CUT FOR PIPES DUCTS, ETC., UNLESS OTHERWISE NOTED. CONTRACTOR	WHICHEVER IS LOWER.	10. BENT BAR ANCHOR BOLTS SHALL HAVE A HOOK WITH A 90 DEG. BEND WITH AN INSIDE DIAMETER OF THREE BOLT DIAMETERS, PLUS AN EXTENSION OF 1 1/2 BOLT DIAMETERS	1. ALL COLD FORMED LIGHT GA
SHALL OBTAIN PRIOR APPROVAL FOR INSTALLATION OF ANY ADDITIONAL PIPES, DUCTS ETC., REFER TO ARCHITECTURAL AND MECHANICAL DRAWINGS FOR LOCATIONS.	4. SOIL ENGINEER SHALL VERIFY THAT CONSTRUCTION AT THE SITE IS IN ACCORDANCE WITH THE RECOMMENDATIONS AND CONCLUSIONS OF HIS REPORT, AND PROVIDE WRITTEN VERIFICATION THERE OF TO THE ENGINEER & THE DISTRICT.	AT THE FREE END. HEADED ANCHOR BOLTS SHALL HAVE A STANDARD BOLT HEAD. ALL BOLTS SHALL BE GROUTED IN PLACE WITH AT LEAST 1" OF GROUT BETWEEN THE BOLT AND THE MASONRY. DRILLED ANCHORS SHALL NOT BE SUBSTITUTED FOR CAST IN	AND GAUGES SHOWN ON TH 2. ALL ROOF AND WALL PANEL
ALL DETAIL CALLOUTS AS SHOWN ON THE DRAWINGS, SECTIONS AND ELEVATIONS SHALL APPLY TO ALL SIMILAR CONDITIONS WHETHER REFERENCED OR NOT. TYPICAL DETAILS AND NOTES SHALL APPLY UNLESS SHOWN OTHERWISE IN DRAWINGS.	5. BEFORE ANY CONCRETE IS PLACED OR CONCRETE MIXES ARE DESIGNED, THE SOILS AT THE SITE SHALL BE TESTED FOR SULFATE CONTENT. THE ENGINEER SHALL BE NOTIFIED	11. CLEANOUT OPENINGS SHALL BE PROVIDED AT BOTTOM OF ALL VERTICALLY GROUTED	ALLOY COATED GALVANNEAL A653 AND A792, GRADE 50
DESIGN LOADS: RISK CATEGORY: II	OF THE RESULTS OF THESE TESTS AND FOUNDATION CONCRETE MIX DESIGNS ADJUSTED ACCORDINGLY.	CELLS IF GROUT LIFT EXCEEDS 5'-4". MAXIMUM GROUT LIFT SHALL BE 8'-0".	3. ALL BRACING RODS SHALL (
WIND_ BASIC WIND SPEED 110 MPH (ULTIMATE)	6. FINISHED EXCAVATION FOR FOUNDATION SHALL BE NEAT AND TRUE TO LINE WITH ALL LOOSE MATERIALS AND STANDING WATER REMOVED FROM EXCAVATION.	12. ALTHOUGH BRACING OF WALLS REMAINS THE SOLE RESPONSIBILITY OF THE CONTRACTOR, ALL MASONRY AND WALLS SHALL BE BRACED AS REQUIRED TO WITHSTAND A MINIMUM WIND LOAD OF 10 PSF APPLIED PERPENDICULAR TO WALL IN EITHER DIRECTION. BRACING SHALL	4. ROOF PBR PANEL STRUCTUR WITH WASHERS, OR 12–14x1
DESIGN WIND SPEED 85 MPH (ALLOWABLE STRESS) WIND EXPOSURE C	7. BEFORE ANY CONCRETE IS PLACED, EXCAVATIONS SHALL BE CHECKED AND APPROVED BY A QUALIFIED SOILS ENGINEER TO ENSURE COMPLIANCE WITH THE REQUIREMENTS OF THE REQUIREMENTS OF THE SOIL REPORT.	REMAIN IN PLACE UNTIL THE STRUCTURE IS COMPLETE ENOUGH TO SUPPORT THE WALL.	5. ROOF PBR PANEL STITCH FA WITH WASHERS, UNLESS OTH
INTERNAL PRESSURE COEFFICIENT ±0.18 MAIN WIND FORCE RESISTING SYSTEM P=VARIES	8. FOR EXCAVATION IN NATIVE SOIL, SHORING SHALL BE PROVIDED TO SATISFY STATE OF CALIFORNIA REQUIREMENTS.	EXTENDING 2'-0" BEYOND EDGES OF OPENING FOR HÖRIZONTAL BARS AND TOP TO BOTTOM FOR VERTICAL BARS.	6. ROOF SSR PANEL BASE CLIF AND DESIGNED FOR DESIGN
COMPONENTS & CLADDING P=VARIES <u>EARTHQUAKE</u>	9. ALL FILLS MUST BE COMPACTED TO 90% RELATIVE COMPACTION AS DETERMINED BY THE GEOTECHNICAL ENGINEER. ALL BACKFILL MATERIAL MUST BE FREE OF ORGANIC MATTER.	14. VERIFY MASONRY OPENING SIZES AGAINST APPROVED APPURTENANCE SUBMITTALS PRIOR TO MASONRY CONSTRUCTION.	7. WALL PANEL STRUCTURAL F WASHERS, OR 12–14 X 1 1/
SEISMIC IMPORTANCE FACTOR $I_E = 1.00$ Ss = 0.454 g S1 = 0.226 z	INSPECTION IS REQUIRED DURING FILL AND COMPACTION. 10. NOTIFY THE STRUCTURAL ENGINEER OF ANY UNUSUAL SOIL CONDITIONS THAT	REINFORCING STEEL:	8. WALL PANEL STITCH FASTEN
S1 = 0.226 g SITE CLASS : C SDs = 0.393 g	ARE IN VARIANCE WITH THE DATA HEREIN CITED. 11. FOOTING ELEVATIONS SHOWN ON THE DRAWINGS ARE TO BOTTOM OF FOOTING, UNLESS	1. ALL REINFORCING STEEL UNLESS OTHERWISE NOTED IN DRAWINGS SHALL CONFORM TO ASTM A-615 , GRADE 60.	WASHERS. 9. ALL STUD AND/OR JOIST FR
SDS = 0.395 g SD1 = 0.226 g SEISMIC DESIGN CATEGORY : D	12. STEP FOOTINGS, WHERE REQUIRED, AT A RATIO OF 1 VERTICAL TO 2 HORIZONTAL MINIMUM,	2. REINFORCING DETAILING, BENDING AND PLACING SHALL BE IN ACCORDANCE WITH CONCRETE REINFORCING STEEL INSTITUTE "MANUAL OF STANDARD PRACTICE" LATEST EDITION.	GAUGES SHOWN ON THE PLA 10. ALL PAINTED STUDS AND/C
ANALYSIS PROCEDURE: EQUIVALENT LATERAL FORCE (ASCE 7–16) R = 3.5 (MOMENT FRAME – CANOPY BUILDING DEFERRED SUBMITTAL)	WITH A MAXIMUM VERTICAL STEP OF 2'-0".	3. ALL WELDING OF REINFORCING BARS SHALL BE DONE BY THE SHIELDED METAL ARC WELDING PROCESS, IN ACCORDANCE WITH A.W.S. D1.4 (LATEST EDITION) AND BE PREPARED BY CERTIFIED WELDERS AND CONTINUOUSLY INSPECTED BY A	STEEL THAT CORRESPONDS TYIELD OF 50 KSI.
R = 3.25 (BRACED FRAME – CANOPY BUILDING DEFERRED SUBMITTAL) R = 5.0 (MASONRY SHEAR WALLS)	REINFORCED CONCRETE:	4. REINFORCING SHALL BE SPLICED ONLY AS SHOWN OR NOTED. SPLICES AT OTHER	11. ALL PAINTED TRACK, 14 & 1 SHALL BE FORMED FROM S ASTM A570, GRADE 33, WI
SEISMIC RESPONSE COEFF., Cs=0.079 DESIGN BASE SHEAR, V=13.5K	 CEMENT FOR CONCRETE OR GROUT SHALL CONFORM TO A.S.T.M. C-150, TYPE II/Y. AGGREGATES SHALL CONFORM TO A.S.T.M. C-33 FOR NORMAL WEIGHT CONCRETE AND 	 KEINFORCING SHALL BE SPLICED ONLY AS SHOWN OR NOTED. SPLICES AT OTHER LOCATIONS MAY BE ALLOWED ONLY IF APPROVED BY THE STRUCTURAL ENGINEER. PLACING OF REINFORCEMENT SHALL CONFORM TO THE AMERICAN CONCRETE INSTITUTE'S 	12. ALL GALVANIZED STUDS (ANI
LIVE LOAD: ROOF LOAD: 20 P.S.F. OR 300 LBS (IN ACCORDANCE WITH CBC SECTION 1607)	 AGGREGATES SHALL CONFORM TO A.S.I.M. C=35 FOR NORMAL WEIGHT CONCRETE AND A.S.T.M. C=330 FOR LIGHTWEIGHT CONCRETE. READY MIX CONCRETE SHALL BE MIXED AND DELIVERED IN ACCORDANCE WITH A.S.T.M. 	6. ALL REINFORCING STEEL SHALL BE WELL SECURED IN PLACE IN THE FORMS PRIOR TO	FROM STEEL THAT CORRESPO WITH A MINIMUM YIELD OF 5
TIPPING FLOOR 250 P.S.F., HS20-44, KOMATSU WA320 LOADER (OR LIGHTER) RECYCLE MATERIAL SORTING/STORAGE AREA 250 P.S.F. OR HS15-44	 4. ALL CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH A.S.T.M. 	PLACING OF CONCRETE. TWO-WAY MATS OF STEEL MUST BE WIRED TOGETHER BOTH WAYS AT ALTERNATE INTERSECTIONS.	13. ALL PAINTED 18 AND 20 GA FROM STEEL THAT CORRESPO
VIEWING GALLERY100 P.S.F.ELEVATED WALKWAYS60 P.S.F.	CODE (A.C.I. 318) AND DETAILING MANUAL (A.C.I. 315) UNLESS OTHERWISE DETAILED OR NOTED IN DRAWINGS.	7. VERTICAL BARS IN WALLS SHALL BE ACCURATELY POSITIONED AT THE CENTER OF WALL, UNLESS OTHERWISE NOTED ON DETAILS AND SHALL BE TIED IN	WITH A MINIMUM YIELD OF 3 14. ALL GALVANIZED 18 AND 20
LIGHT STORAGE 125 P.S.F. <u>RAIN:</u>	5. CONCRETE SHALL HAVE A MINIMUM ULTIMATE STRENGTH AT 28 DAYS TABULATED BELOW. EXCEPTIONS SHALL BE NOTED HEREIN OR ON DRAWINGS. SUBMIT CONCRETE	POSITION AT TOP AND BOTTOM AND AT INTERVALS NOT EXCEEDING 192 BAR DIAMETERS. 8. DIMENSIONS FROM FACE OF CONCRETE TO STEEL (CLR.) ARE TO FACE OF BARS.	TRACK, BRIDGING, END CLOS THAT CORRESPONDS TO THE YIELD OF 33 KSI.
15-MINUTE PRECIPITATION INTENSITY:2.27 IN/HR60-MINUTE PRECIPITATION INTENSITY:1.07 IN/HR	MIX DESIGNS TO THE STRUCTURAL ENGINEER FOR REVIEW AND APPROVAL. LOCATION EXPOSURE CLASS MAX. W/C MIN. CEMENT LOCATION (ACI 318–14 DATIO C MIN. CEMENT	9. THE TRANSVERSE REINFORCING STEEL SHALL TERMINATE ONE AND ONE-HALF INCHES FROM THE CONCRETE SURFACE, UNLESS OTHERWISE NOTED.	15. ALL STUDS, JOISTS AND ACC
NO CHANGES SHALL BE MADE TO THESE DRAWINGS WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE STRUCTURAL ENGINEER.	TABLE 4.2.1) RATIO f'c TYPE	10. BARS NOTED "CONT" AND TYPICAL WALL REINFORCING SHALL HAVE A MINIMUM SPLICE EQUAL TO THE STANDARD LAP SPLICES UNLESS OTHERWISE SHOWN ON	MEETING THE PERFORMANCE FROM STEEL HAVING A G-60
WORK THESE DRAWINGS WITH CIVIL, ARCHITECTURAL, MECHANICAL, AND ELECTRICAL DRAWINGS. WHERE REFERENCE IS MADE TO VARIOUS TEST STANDARDS FOR MATERIALS SUCH	GRADE BÉAMS, AND RETAINING WALLSSO0.553,000 PSIII OR VPUSH WALLSSO0.504,000 PSIII	THE DRAWINGS. 11. SPLICES IN ADJACENT HORIZONTAL WALL REINFORCED BARS SHALL BE STADOSEDED 4' O'' NUMBER AND SERVICE NOTED	16. FRAMING COMPONENTS MAY PREFABRICATED PANELS SHA
STANDARDS SHALL BE THE LATEST EDITION, AND/OR ADDENDUM. AS A CONVENIENCE TO THE CONTRACTOR, THE ENGINEER MAY REVIEW SHOP DRAWINGS AS	C & D BUILDING SLAB ON GRADE S0 0.45 6,000 PSI II OR ⊻	STAGGERED 4'-0" MINIMUM UNLESS OTHERWISE NOTED. 12. PROVIDE DOWELS IN FOOTINGS AND/OR GRADE BEAMS THE SAME GRADE, SIZE	AS TO PREVENT RACKING. 17. ALL FRAMING COMPONENTS S
TO THEIR GENERAL CONFORMANCE TO THE DESIGN CONCEPT. THE CONTRACTOR SHALL BE NONETHELESS FOR COMPLIANCE AND DIMENSIONS. SHOP DRAWINGS ARE REQUIRED FOR THE FOLLOWING:	EXTERIOR SIDEWALKSS00.553,000 PSIIIOTHER BUILDING SLABS ON GRADES00.453,000 PSIII	AND NUMBER AS VERTICAL WALL RÉINFORCING, UNLESS OTHERWISE NOTED. DOWELS SHALL HAVE A MINIMUM PROJECTION EQUAL TO STANDARD LAP SPLICE UNLESS OTHERWISE NOTED.	PERPENDICULAR MEMBERS, C MEMBERS, MEMBERS SHALL F
REINFORCING STEEL STRUCTURAL STEEL	6. ADMIXTURES MAY BE USED WITH APPROVAL OF THE ENGINEER. ADMIXTURES USED TO	13. UNLESS OTHERWISE NOTED IN DETAILS, FURNISH #3 SPACER TIES AT APPROXIMATELY 2'-6" ON CENTER IN ALL BEAMS AND FOOTINGS TO SECURE	18. TRACKS SHALL BE SECURELY ON THE PLANS.
PRE-ENGINEERED STEEL BUILDINGS VIBRATIONAL EFFECTS OF MECHANICAL EQUIPMENT HAVE NOT BEEN CONSIDERED BY	INCREASE THE WORKABILITY OF THE CONCRETE SHALL NOT BE CONSIDERED TO REDUCE THE SPECIFIED MINIMUM CEMENT CONTENT.	REINFORCING IN PLACE. 14. REINFORCING BARS AND ACCESSORIES SHALL NOT BE IN CONTACT WITH ANY	19. COMPLETE UNIFORM AND LEY BOTTOM TRACK.
THE STRUCTURAL ENGINEER IN THE DESIGN OF THE STRUCTURE, MECHANICAL EQUIPMENT SHALL THEREFORE BE ISOLATED TO ELIMINATE VIBRATIONAL EFFECTS. IN ADDITION TO THE INSPECTIONS TO BE MADE AS SPECIFIED IN SECTION 1705 OF THE	7. PROJECTING CORNERS OF SLABS, BEAMS, WALLS, COLUMNS, ETC., SHALL BE FORMED WITH A 3/4" CHAMFER UNLESS OTHERWISE NOTED.	PIPE, PIPE FLANGE OR METAL PARTS EMBEDDED IN CONCRETE. A MINIMUM CLEARANCE OF 2" SHALL BE MAINTAINED BETWEEN REINFORCING STEEL AND ALL EMBEDDED METAL PARTS.	20. AT TRACK BUTT JOINTS, ABU TO A COMMON STRUCTURAL
2019 CALIFORNIA BUILDING CODE A REGISTERED DEPUTY INSPECTOR, LICENSED IN CALIFORNIA APPROVED BY, AND RESPONSIBLE TO THE ENGINEER AND BUILDING DEPARTMENT,	8. CONCRETE FORM TOLERANCES SHALL BE WITHIN THE STANDARDS SET BY THE AMERICAN CONCRETE INSTITUTE.	15. PROVIDE THE MINIMUM PROTECTIVE COVERING OF CONCRETE UNLESS OTHERWISE NOTED: BELOW GRADE OR EXPOSED TO WEATHER:	SPLICED TOGETHER. 21. STUDS SHALL BE PLUMBED,
SHALL BE EMPLOYED DURING THE CONSTRUCTION OF THE FOLLOWING TASKS OF WORK:	 ALL ANCHOR BOLTS, DOWELS AND OTHER INSERTS SHALL BE SECURED IN POSITION PRIOR TO POURING OF CONCRETE. ALL REINFORCING STEEL SHALL BE WELL SECURED IN PLACE IN THE FORMS PRIOR TO 	UNFORMED, CAST IN PLACE 3" CLEAR FORMED, CAST IN PLACE 2" CLEAR	21. STODS STALL DE FLOMBLD, WEBS OF BOTH UPPER AND 22. FRAMED WALL OPENINGS SH
VERIFICATION OF MATERIALS BELOW FOOTINGS TO ACHIEVE DESIGN BEARING CAPACITY PERIODIC INSPECTION	PLACE IN THE FORMS PRIOR TO PLACING OF CONCRETE. TWO-WAY MATS OF STEEL MUST BE WIRED TOGETHER BOTH WAYS AT ALTERNATE INTERSECTIONS.	ABOVE GRADE AND NOT EXPOSED TO WEATHER: WALLS 2" CLEAR (PUSH SIDE OF PUSH WALLS) 3/4" CLEAR (ALL OTHERS)	SHOWN ON THE PLANS.
VERIFICATION OF EXCAVATION TO PROPER DEPTH AND REACHED PERIODIC INSPECTION	11. LOCATION OF CONSTRUCTION JOINTS NOT SPECIFICALLY INDICATED ON DRAWINGS SHALL BE APPROVED BY THE ENGINEER PRIOR TO PLACING REINFORCING STEEL.	STRUCTURAL SLABS 1½"CLEAR (TOP) 3/4" CLEAR (BOT.)	23. JACK STUDS SHALL BE INST HEADS, AT FREE STANDING S SHALL BE SECURELY ATTACH
CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS PERIODIC INSPECTION VERIFICATION OF USE OF PROPER MATERIALS, DENSITIES	12. CONSTRUCTION JOINTS IN WALLS AND SLABS SHALL BE IN THE SAME PLANE. NO STAGGERING OF JOINTS WILL BE PERMITTED. TRANSVERSE CONSTRUCTION JOINTS SHALL BE NORMAL OR RADIAL TO THE CENTER LINE OF CONSTRUCTION.		24. TEMPORARY BRACING SHALL
AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF CONTINUOUS INSPECTION	13. CONCRETE SLABS AND WALLS VARIATION FROM LEVEL TO BE 1/8" IN TEN FEET MAXIMUM,	STRUCTURAL STEEL:	25. WALL STUD BRIDGING SHALL
OBSERVATION OF SUBGRADE AND VERIFICATION THAT SITE HAS BEEN PREPARED PROPERLY PRIOR TO PERIODIC INSPECTION PLACEMENT OF COMPACTED FILL	UNLESS OTHERWISE NOTED ON DRAWINGS. 14. PROVIDE NO OPENINGS IN FRAMED SLABS, WALLS OR BEAMS UNLESS SHOWN AND DETAILED ON STRUCTURAL DRAWINGS OR ADDROVED IN WRITING BY THE STRUCTURAL ENGINEER	 STRUCTURAL STEEL SHALL CONFORM TO ASTM A36, UNLESS OTHERWISE NOTED. STEEL PIPE SHALL CONFORM TO ASTM A53, GRADE "B", (Fy=35 KSI). 	TO BOTH MINOR AXIS BEND SPACED NOT TO EXCEED 4'-
CONCRETE DESIGN MIX PERIODIC INSPECTION FRESH CONCRETE SAMPLING TO FABRICATE SPECIMENS FOR	ON STRUCTURAL DRAWINGS OR APPROVED IN WRITING BY THE STRUCTURAL ENGINEER. 15. PIPES MAY PASS THROUGH STRUCTURAL CONCRETE IN SLEEVES, BUT NOT BE EMBEDDED THEREIN.	 STEEL TUBE SHALL CONFORM TO ASTM A500, (Fy=46 KSI). ALL MAIN MEMBERS SHALL HAVE BOLTS CONFORMING TO ASTM A325. 	
STRENGTH TESTS, SLUMP AND AIR CONTENT TESTS, AND CONTINUOUS INSPECTION DETERMINE THE TEMPERATURE OF CONCRETE	16. DRYPACK SHALL CONSIST OF ONE PART PORTLAND CEMENT, 4 PARTS SAND BASED ON DRY LOOSE VOLUMES AND NOT LESS THAN 1/4 PART NOR MORE THAN 1/2 PART LIME	 ALL MAIN MEMBERS SHALL HAVE BOLTS CONFORMING TO ASTM A325. MACHINE BOLTS AND ANCHOR BOLTS SHALL CONFORM TO ASTM A307, GRADE "A" UNLESS OTHERWISE NOTED. 	
CONCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES CONTINUOUS INSPECTION PROPORTIONS OF MASONRY SITE-PREPARED MORTAR CONTINUOUS INSPECTION	PUTTY OR HYDRATED LIME. DRYPACK SHALL OBTAIN A MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF 2500 PSI AT 28 DAYS. SUBMIT MIX DESIGN TO THE STRUCTURAL ENGINEER FOR REVIEW.	6. ALL WELDING SHALL BE BY THE ELECTRIC SHIELDED ARC PROCESS AND SHALL COMPLY WITH AWS SPECIFICATIONS FOR WELDING AND FABRICATION.	
PROPORTIONS OF MASONRY SITE PREPARED MORTAR CONTINUOUS INSPECTION TYPE, SIZE AND LOCATION OF WALL ANCHOR BOLTS PERIODIC INSPECTION	17. PROPER CURING OF ALL CONCRETE IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND SHOULD BE DONE IN A MANNER RECOMMENDED BY THE LATEST EDITION OF THE	7. ALL WORKMANSHIP AND MATERIALS SHALL CONFORM TO THE LATEST EDITION OF THE	
WALL GROUT SPACE IS CLEAN PERIODIC INSPECTION	A.C.I. CODE. 18. SHOP DRAWINGS WHEN REQUIRED BY THE SPECIFICATIONS OR THESE GENERAL NOTES	"AISC SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS". 8. SEQUENCE OF PLACING WELDS SHALL BE SUCH AS TO AVOID DISTORTION OF MEMBERS.	
WALL PLACEMENT OF REINFORCING PERIODIC INSPECTION CONSTRUCTION OF MASONRY MORTAR JOINTS PERIODIC INSPECTION	MUST BE CHECKED BY THE FABRICATOR AND BEAR CHECKERS INITIALS BEFORE BEING SUBMITTED FOR REVIEW TO THE STRUCTURAL ENGINEER.	 SEQUENCE OF PLACING WELDS SHALL BE SUCH AS TO AVOID DISTORTION OF MEMBERS. ALL SHOP WELDING SHALL BE PERFORMED BY CERTIFIED OPERATORS IN A SHOP LICENSED BY THE LOCAL AUTHORITY. 	
PLACEMENT OF CONCRETE BLOCK WALL GROUT CONTINUOUS INSPECTION	19. PROVIDE TWO #4 BARS IN TOP OF ALL CONCRETE BEAMS THAT HAVE STIRRUPS AND DO NOT HAVE OTHER TOP STEEL AVAILABLE FOR HOLDING STIRRUPS.	10. A CERTIFICATION OF FABRICATION FROM THE SHOP PERFORMING THE WELDING OR A	
PREPARATION OF ANY REQUIRED GROUT SPECIMENTS, CONTINUOUS INSPECTION MORTAR SPECIMENS AND/OR PRISMS DEFINITION	20. MINIMUM EMBEDMENT OF ANCHOR BOLTS (A.B.) UNLESS OTHERWISE NOTED ON THE PLANS, SHALL BE 7" IN FOOTINGS OR THE TOP OF CONCRETE WALLS, 5-1/2" INTO VERTICAL	REPORT FROM THE SPECIAL INSPECTOR MUST BE FURNISHED TO THE JOB INSPECTOR PRIOR TO FRAMING APPROVAL. 11. ALL FIELD WELDING SHALL BE DONE BY CERTIFIED WELDERS AND CONTINUOUSLY	
INSPECTION OF REINFORCING STEEL AND PLACEMENT PERIODIC INSPECTION SPECIFIED SIZE, GRADE & LOCATION OF WALL REINFORCING PERIODIC INSPECTION	CONCRETE SURFACES. ALL BOLTS SHALL HAVE A STANDARD BOLT HEAD OR A 1–1/4" 90 BEND AT EMBEDDED END. ANCHOR BOLTS SHALL BE SPACED A MINIMUM OF 12 DIAMETERS. IN LIEU OF BOLTS OR DOWELS IN CONCRETE, APPROVED CAST–IN–PLACE THREADED INSERTS	INSPECTED BY A LICENSED INSPECTOR APPROVED BY THE LOCAL AUTHORITY.	
STRUCTURAL FIELD WELDING: FILLET WELDS ≤ 5/16" PERIODIC INSPECTION	MAY BE USED. 21. CONCRETE DIMENSIONS SHALL BE MEASURED HORIZONTALLY OR VERTICALLY ON THE PROFILE.		
OTHER FIELD WELDING CONTINUOUS INSPECTION	AND PARALLEL TO OR AT RIGHT ANGLES (RADIALLY) TO CENTERLINE OF ALIGNMENT ON THE PLAN, EXCEPT AS OTHERWISE SHOWN.		ВЦАСІ
	22. EPOXY ANCHORS SHALL BE HILTI HY-200 (ICC-ES REPORT No. ESR-3187) OR APPROVED EQUAL.		CON AL ENGINEERS, INC. SANTA MARGARITA. CA 92688 ISSUE
(A325 AND A490 BOLTS): SLIP-CRITICAL CONNECTIONS CONTINUOUS INSPECTION			

	STEEL DECKING:	A POFESO / A
	 STEEL DECKING SHALL BE OF THE TYPES AND GAUGES INDICATED ON THE DRAWINGS AND SHALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS. 	Trimer autore
SSIVE	EXCEPT WHERE OTHERWISE INDICATED ON THE DRAWINGS.	Image: Weight of the second secon
ENGTH	 3. STEEL DECKING TO BE GALVANIZED IN ACCORDANCE WITH ASTM A525 G60 COATING 	OF CALLFORM
	 ALL NECESSARY ACCESSORY ITEMS SUCH AS CLOSURES, INSULATION CLIPS, ROOF SUMP 	
Ξ	RECESSES, ETC., SHALL BE GALVANIZED, FURNISHED AND INSTALLED AS REQUIRED. 5. WELDING OF STEEL DECKING SHALL CONFORM TO AWS D1.1.	DATE
	 ALL WELDS AND ABRASIONS SHALL BE GIVEN A PROTECTIVE COAT OF "GALVALLOY", "DRY-GALV", "GALVICON" OR APPROVED EQUAL, UNLESS COVERED BY LIGHTWEIGHT INSULATING 	
	CONCRETE FILL.	
	LIGHT GAGE STEEL FRAMING:	
E S ALL	1. ALL COLD FORMED LIGHT GAUGE MEMBERS SHALL BE GALVANIZED, OF THE TYPE, SIZE AND GAUGES SHOWN ON THE PLANS, COMPLYING WITH ASTM A1011 SS, GRADE 55.	KE VISION
ſ	2. ALL ROOF AND WALL PANELS SHALL BE ZINC- COATED GALVANIZED, OR ZINC-IRON ALLOY COATED GALVANNEALED BY THE HOT-DIP PROCESS, COMPLYING WITH ASTM	
	A653 AND A792, GRADE 50 CLASS 2, OR GRADE 80. 3. ALL BRACING RODS SHALL COMPLY WITH ASTM A572, GRADE 65.	
R, WIND IALL	4. ROOF PBR PANEL STRUCTURAL FASTENERS ARE 12–14 X 1 1/4" SS SCOTS (TEKS 2) WITH WASHERS, OR 12–14x1 1/2" SS SCOTS (TEKS 2) WITH WASHERS, UNLESS OTHERWISE NOTED.	
L. SILLS,	5. ROOF PBR PANEL STITCH FASTENERS ARE 1/4–14 X 1 1/8" SS SCOTS (TEKS 1) WITH WASHERS, UNLESS OTHERWISE NOTED.	
ΤΤΟΜ	6. ROOF SSR PANEL BASE CLIPS AND TAB CLIPS SHALL COMPLY WITH C.B.C. SECTION 1507.4 AND DESIGNED FOR DESIGN LOADS FOR THIS PROJECT.	
DR TO	7. WALL PANEL STRUCTURAL FASTENERS ARE 12–14 X 1 1/4" CARBON (TEKS 2) WITHOUT WASHERS, OR 12–14 X 1 1/2" CARBON (TEKS 1) WITHOUT WASHERS.	TER
	8. WALL PANEL STITCH FASTENERS ARE 1/4–14 X 7/8" CARBON (TEKS 1) WITHOUT WASHERS.	NOTES NG CANOPY G CENTEI ROAD 95747
DNCRETE	9. ALL STUD AND/OR JOIST FRAMING MEMBERS SHALL BE OF THE TYPE SIZE AND GAUGES SHOWN ON THE PLANS OR APPROVED EQUAL.	95 NO
	10. ALL PAINTED STUDS AND/OR JOISTS, 12, 14 AND 16 GAGE SHALL BE FORMED FROM STEEL THAT CORRESPONDS TO THE REQUIREMENTS OF ASTM A570, WITH A MINMUM	
	YIELD OF 50 KSI. 11. ALL PAINTED TRACK, 14 & 16 GAGE, AND ALL PAINTED BRIDGING AND ACCESSORIES SHALL BE FORMED FROM STEEL THAT CORRESPONDS TO THE REQUIREMENT OF ASTM A570, GRADE 33, WITH A MINIMUM YIELD OF 50 KSI.	
ITE'S	12. ALL GALVANIZED STUDS (AND/OR) JOISTS, 12, 14 AND 16 GAGE SHALL BE FORMED FROM STEEL THAT CORRESPONDS TO THE REQUIREMENTS OF ASTM A446, GRADE D WITH A MINIMUM YIELD OF 50 KSI.	LE C S MPWMA I 3013 I ROS
TO ſH	13. ALL PAINTED 18 AND 20 GAGE STUDS, TRACK AND/OR JOISTS SHALL BE FORMED FROM STEEL THAT CORRESPONDS TO THE REQUIREMENTS OF ASTM A611, GRADE C, WITH A MINIMUM YIELD OF 33 KSI.	
TERS.	14. ALL GALVANIZED 18 AND 20 GAGE STUDS AND/OR JOISTS, AND ALL GALVANIZED TRACK, BRIDGING, END CLOSURES AND ACCESSORIES SHALL BE FORMED FROM STEEL THAT CORRESPONDS TO THE REQUIREMENTS OF ASTM A446, GRADE A, WITH A MINIMUM YIELD OF 33 KSI.	SHEET TI PROJECT
	15. ALL STUDS, JOISTS AND ACCESSORIES SHALL BE PRIMED WITH RUST INHIBITIVE PAINT MEETING THE PERFORMANCE REQUIREMENTS OF TT-P-636CM, OR SHALL BE FORMED FROM STEEL HAVING A G-60 GALVANIZED COATING.	ee FLC
	16. FRAMING COMPONENTS MAY BE PRE-ASSEMBLED INTO PANELS PRIOR TO ERECTING. PREFABRICATED PANELS SHALL BE SQUARE WITH COMPONENTS ATTACHED IN A MANNER AS TO PREVENT RACKING.	VICES, SUITE 4 7830
	 17. ALL FRAMING COMPONENTS SHALL BE CUT SQUARELY FOR ATTACHMENT TO PERPENDICULAR MEMBERS, OR AS REQUIRED FOR AN ANGULAR FIT AGAINST ABUTTING MEMBERS, MEMBERS SHALL BE HELD POSITIVELY IN PLACE UNTIL PROPERLY FASTENED. 18. TRACKS SHALL BE SECURELY ANCHORED TO THE SUPPORTING STRUCTURE AS SHOWN 	L SERVIC ROAD, SU S, TX 778
	19. COMPLETE UNIFORM AND LEVEL BEARING SUPPORT SHALL BE PROVIDED FOR THE	
	BOTTOM TRACK. 20. AT TRACK BUTT JOINTS, ABUTTING PIECES OF TRACK SHALL BE SECURELY ANCHORED	
TED:	TO A COMMON STRUCTURAL ELEMENT, OR THEY SHALL BE BUTT WELDED OR SPLICED TOGETHER.	VIRONMENTA GROGANS MILL THE WOODLAND
	 STUDS SHALL BE PLUMBED, ALIGNED AND SECURELY ATTACHED TO THE FLANGES OR WEBS OF BOTH UPPER AND LOWER TRACKS. FRAMED WALL OPENINGS SHALL INCLUDE HEADERS AND SUPPORTING STUDS AS 	
	SHOWN ON THE PLANS.	
	23. JACK STUDS SHALL BE INSTALLED BELOW WINDOW SILLS, ABOVE WINDOW AND DOOR HEADS, AT FREE STANDING STAIR RAILS, AND ELSEWHERE TO FURNISH SUPPORT, AND SHALL BE SECURELY ATTACHED TO SUPPORTING MEMBERS.	
	24. TEMPORARY BRACING SHALL BE PROVIDED UNTIL ERECTION IS COMPLETED.	± 20190
	25. WALL STUD BRIDGING SHALL BE INSTALLED IN A MANNER TO PROVIDE RESISTANCE TO BOTH MINOR AXIS BENDING AND ROTATION. BRIDGING ROWS SHALL BE EQUALLY SPACED NOT TO EXCEED 4'-0" ON-CENTER.	
		CHMID STON, VA APP. BY:
РЦΥ		
Ξ		DUNG EN PWN G EN -6150 F
RS.		
		CONS STEAL PH. (70 PH. (70 PH. (70 PH. (70 PH. (70
R		CADD FILE:
		DATE:
		07-19-2022
		SCALE: AS SHOWN
ARO	C O N PHASE I - FOUNDATION ONLY	DRAWING NO.
STRUCTURAL BERTO, SUITE E · RANCHO SA (949) 766-5102 · FAX: (9	ISSUED FOR CONSTRUCTION 1499 766-1761	50.1 _{of X}



PAD FOOTING SCHEDULE				
K	$SIZE = L \times W$	THICKNESS	REINF.	
	8'-6" x 8'-6"	18"	8 #5	
	7'-0" x 7'-0"	18"	6 # 5	



WMA RECYCLING CENTER 3013 FIDDYMENT ROAD ROSEVILLE, CA 95747

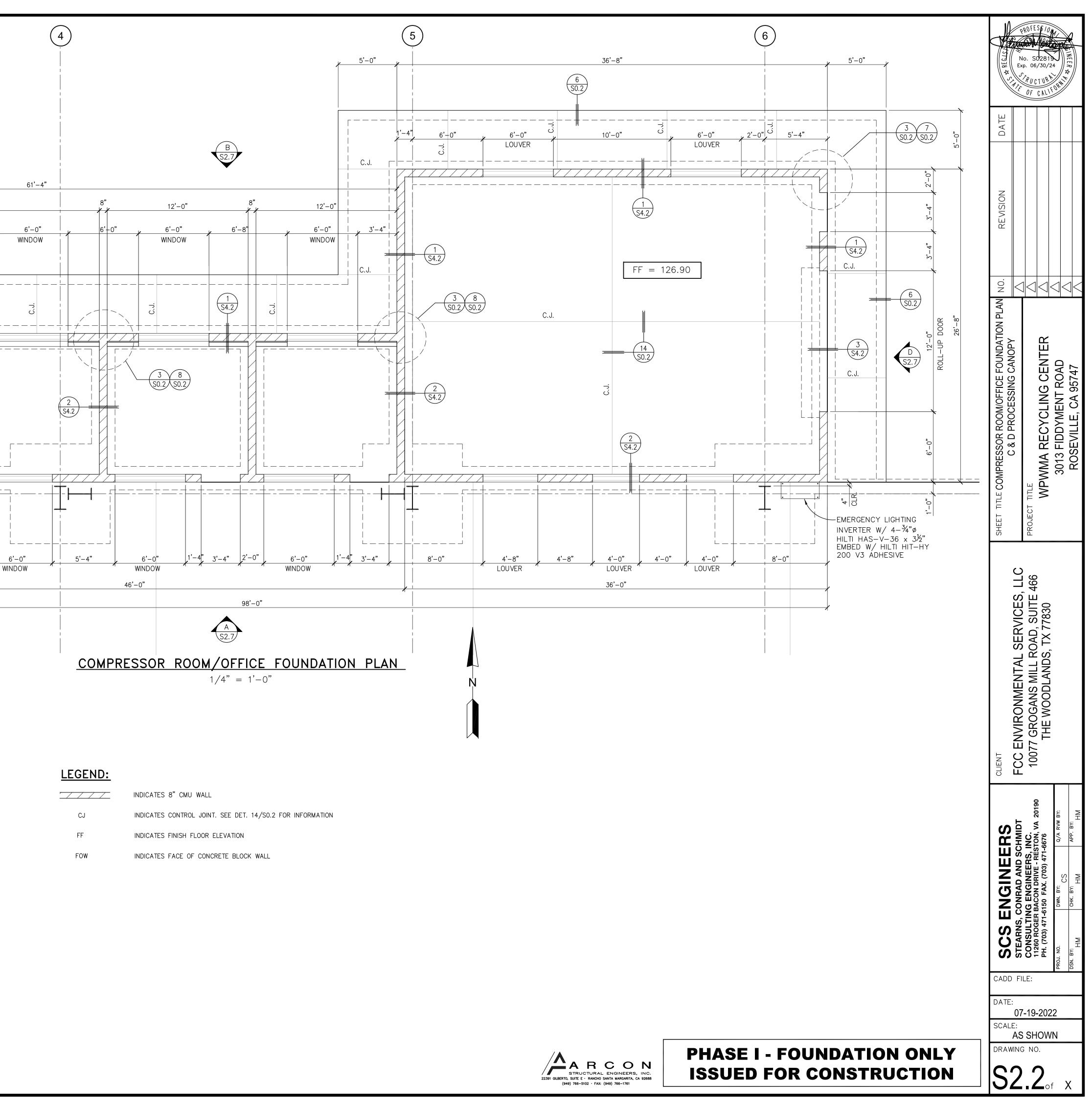
WP

9

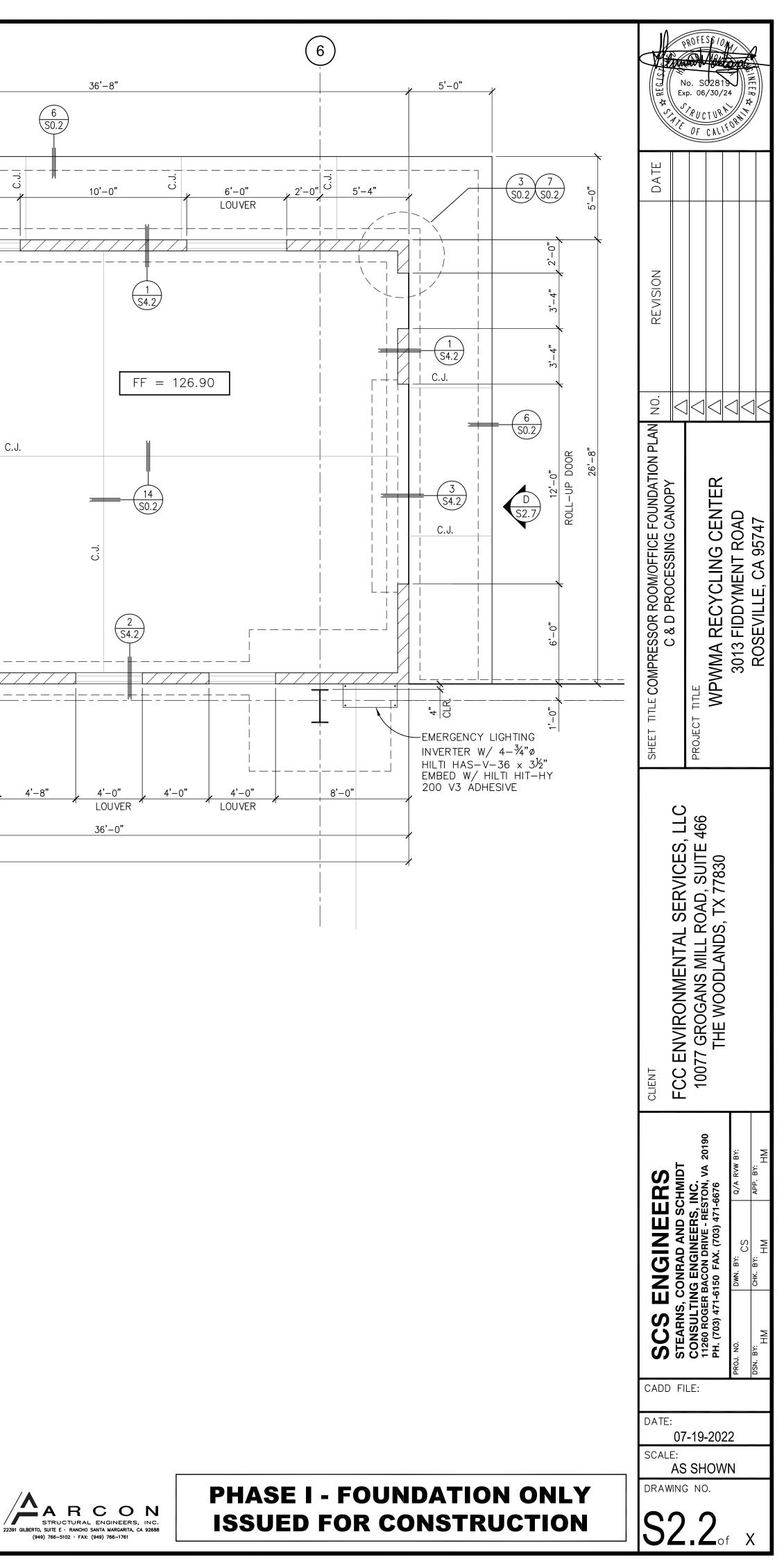
5**'**-0" 7'-4" 19'-4" 7'-4" 16'-8" , 2'-0", 6'-0" 2'-8" WINDOW $\begin{pmatrix} 6\\ S0.2 \end{pmatrix}$ C \$2.7 _S0.2 S4.2 ____ ____ 4'-0" 3'-4" 2'-0" 3'-4" 3'-4" 3'-4" 3'-4" 16**'**-0"

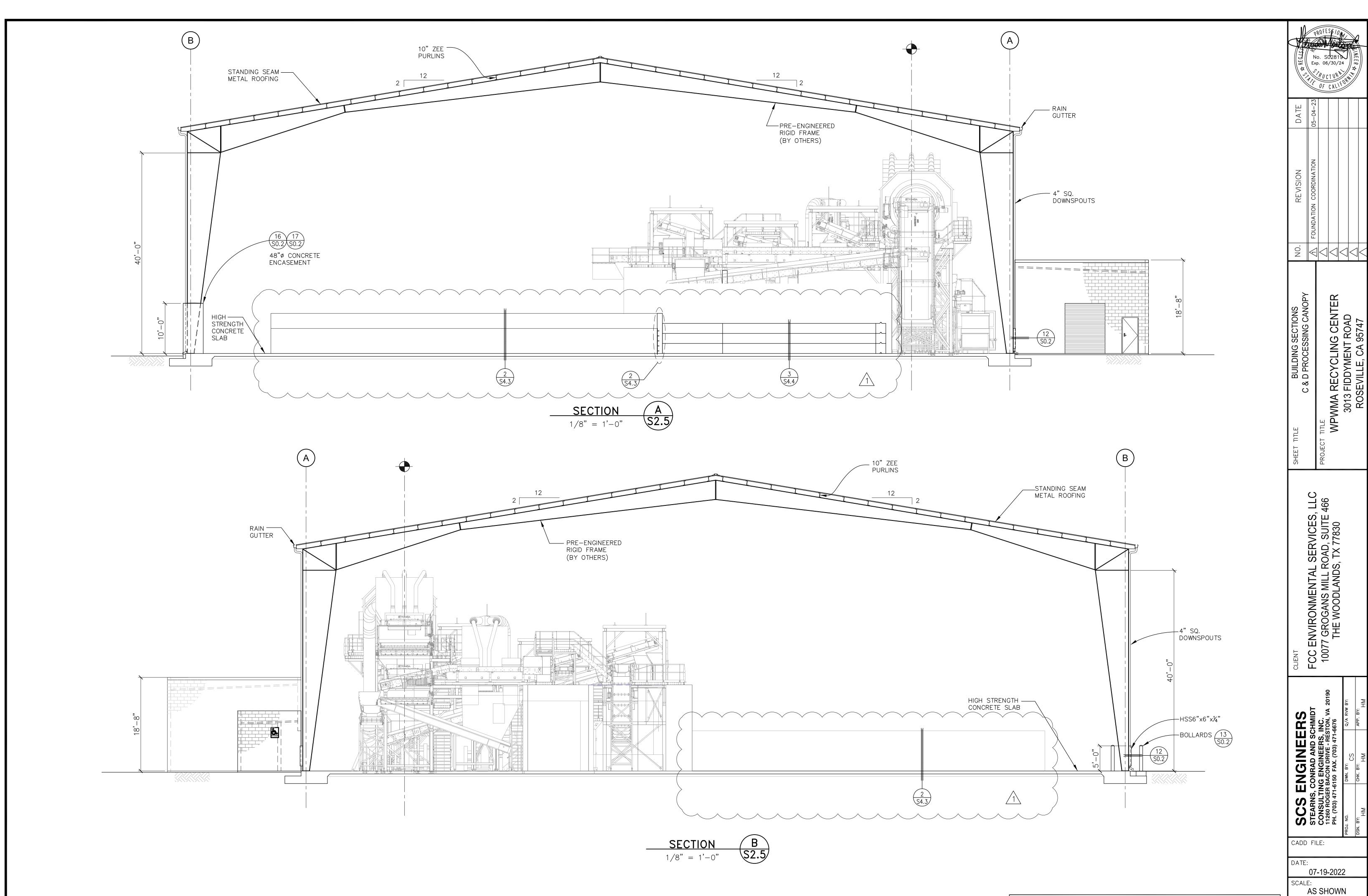
NOTES:

- 1. FOUNDATION WORK SHALL CONFORM TO THE REQUIREMENTS OF THE SOIL REPORT AS PREPARED BY: HUSHMAND ASSOCIATES, INC., PROJECT No. SCS-22-002, DATED OCTOBER 24, 2022.
- 2. COMPRESSOR SLAB ON GRADE CONSTRUCTION SHALL BE 6" CONCRETE REINFORCED W/ #4 @ 18" O.C. EACH WAY, CENTERED WITHIN SLAB, OVER 2" CLEAN COARSE SAND, OVER TEN-MIL VISQUEEN.
- 3. RESTROOM, OFFICE & BREAK ROOM SLAB ON GRADE CONSTRUCTION SHALL BE 4" CONCRETE REINFORCED W/ #3 @ 12" O.C. EACH WAY, CENTERED WITHIN SLAB, OVER 2" CLEAN COARSE SAND, OVER TEN-MIL VISQUEEN.
- 4. FOR TYPICAL REINFORCING HOOKS, LAPS, BENDS SEE DETAIL 1/S0.2
- 5. FOR TYPICAL PIPES THROUGH FOUNDATION SEE DETAIL 2/S0.2
- 6. SEE DETAIL 3/S0.2 FOR REINFORCING AT FOOTING INTERSECTIONS.
- 7. SEE DETAIL 7/S0.2 & 8/S0.2 FOR REINFORCING AT WALL INTERSECTIONS.
- 8. SEE DETAIL 5/S0.2 FOR DIMENSIONS OF TYPICAL MASONRY UNITS.
- 9. SEE DETAIL 9/S0.2 FOR TYPICAL SLAB ON GRADE POURING SEQUENCE.
- 10. SEE CIVIL PLANS FOR TOP OF SLAB ELEVATIONS AND OTHER DIMENSIONS NOT SHOWN ON THESE PLANS.
- 11. COORDINATE THESE PLANS WITH ARCHITECTURAL, PLUMBING AND CIVIL PLANS.



	INDICATES 8" CMU WALL
CJ	INDICATES CONTROL JOINT. SEE DET. 14/S0.2 FOR INFORMATION
FF	INDICATES FINISH FLOOR ELEVATION
FOW	INDICATES FACE OF CONCRETE BLOCK WALL





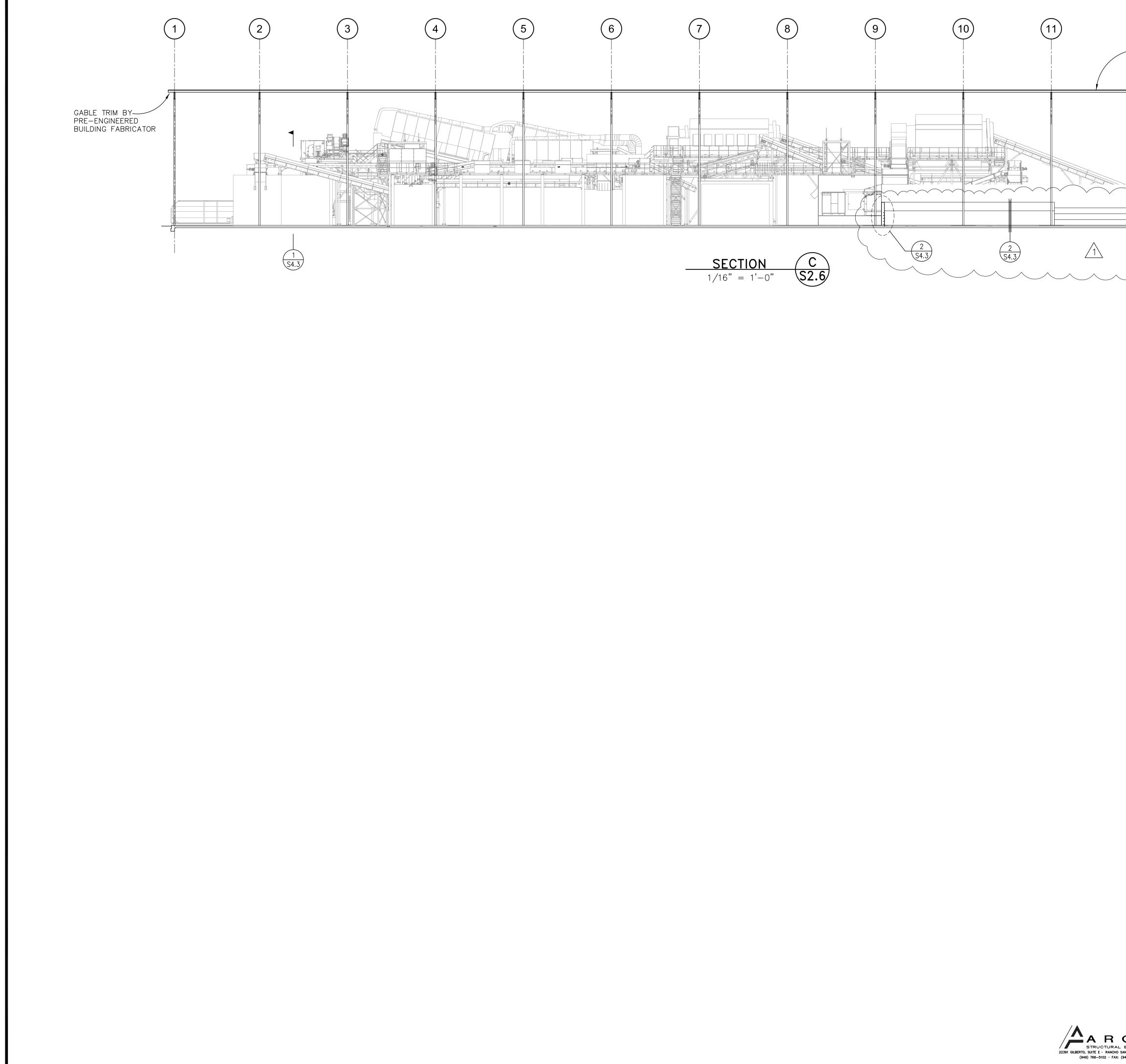
CADFiles-Current/Western Placer/Structural/PHASE 1 C&D/WESTERN PLACER-S25.dwg User:CADSTATION3 Plotted:May 04, 2023 - 4:33pm Last Save:May 03, 2023 - 2



PHASE I - FOUNDATION ONLY ISSUED FOR CONSTRUCTION

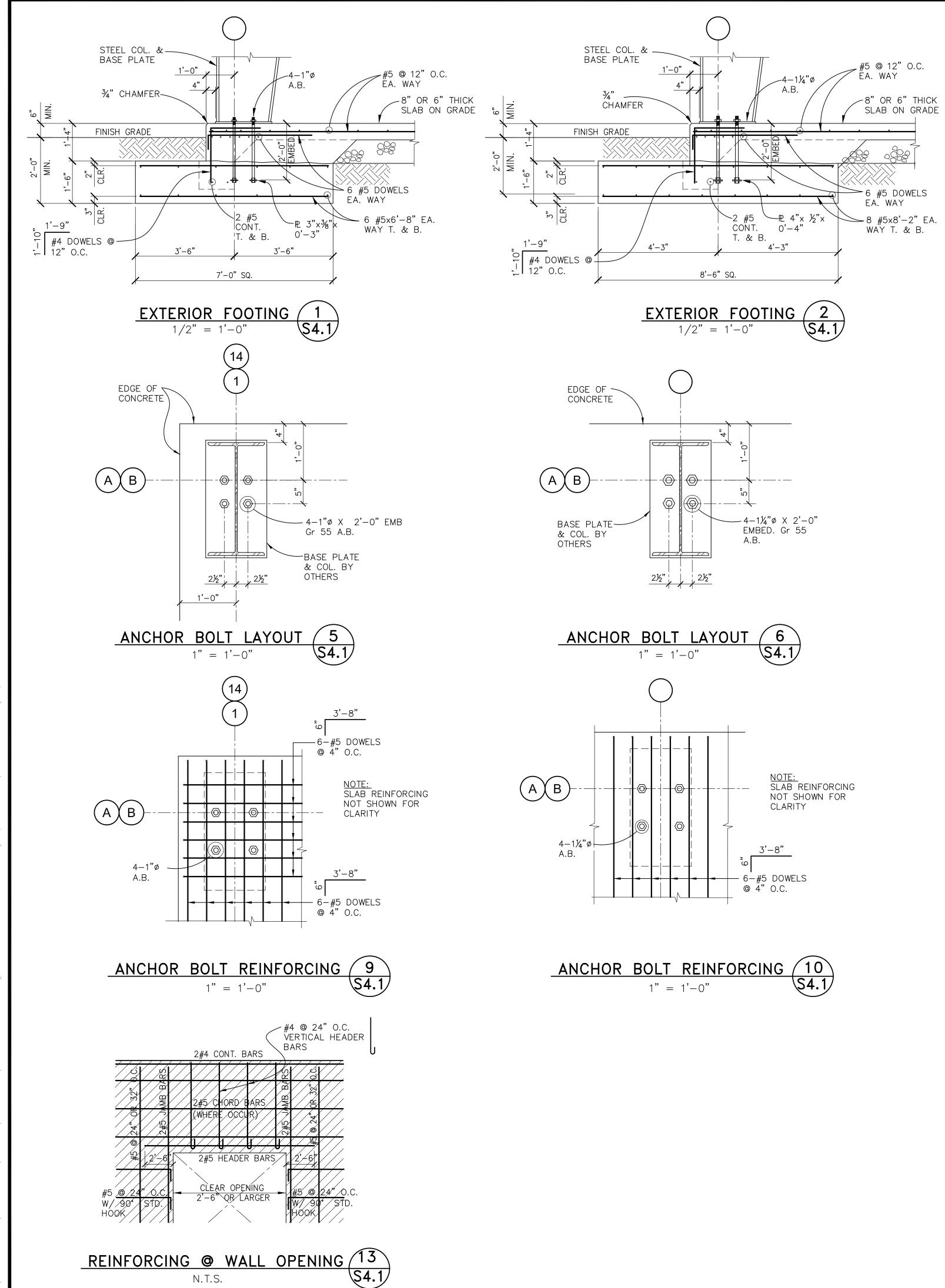
DRAWING NO.

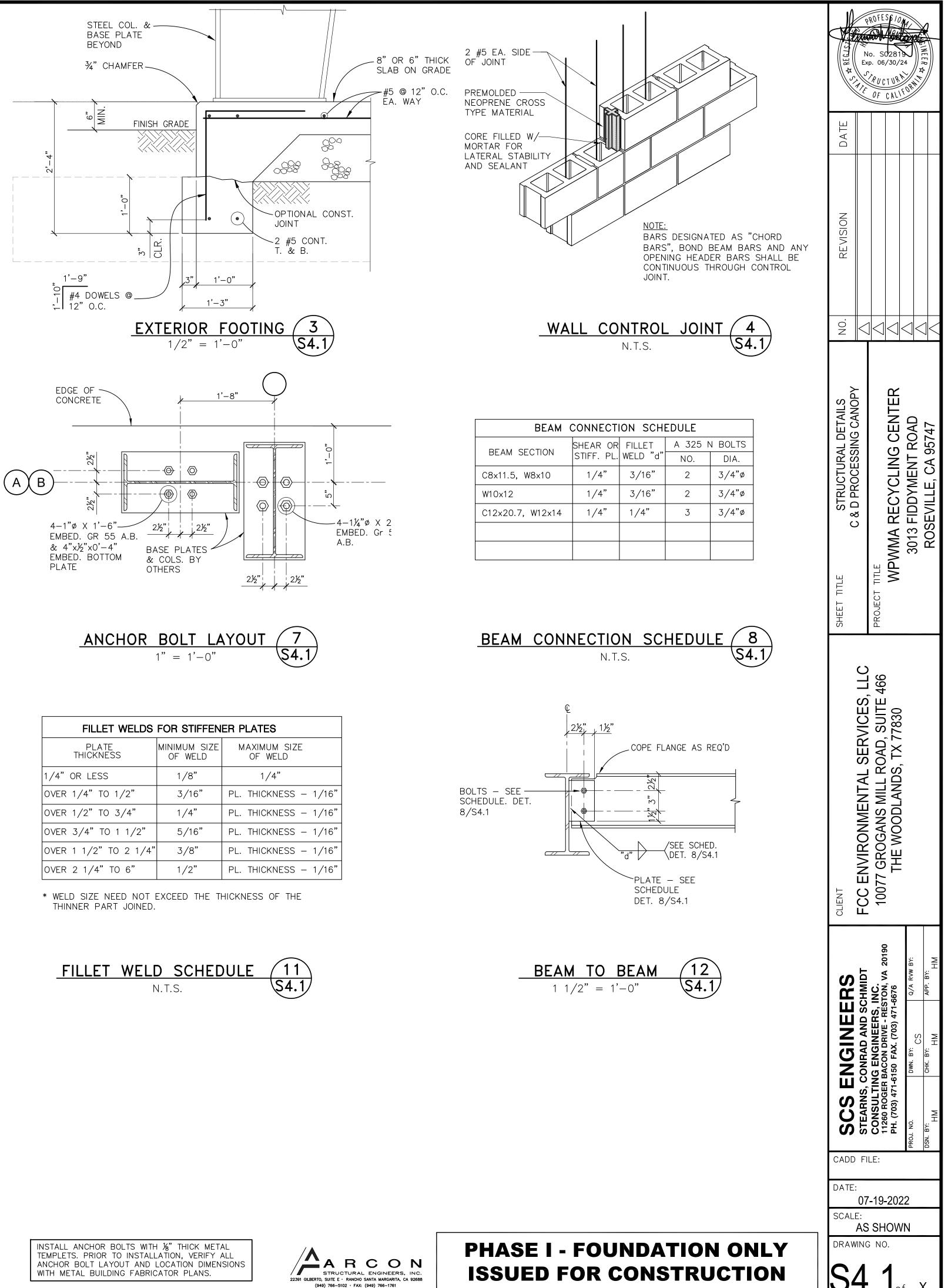
S2.5_{of}



CADFiles-Current/Western Placer/Structural/PHASE 1 C&D/WESTERN PLACER-S26.dwg User: CADSTATION3 Plotted: May 04, 2023 - 4:53pm Last Save: May 04, 2023 -

12 (13 (14) STANDING METAL SEAM ROOF, PURLINS, AND BIRD MESH BY PRE-ENGINEERED BUILDING FABRICATOR	EQUIPMENT WORK POINT RIGID FRAMES BY PRE-ENGINEERED BUILDING FABRICATOR	D. REVISION DATE A RELISION COORDINATION 05-04-23	o. SO2819 b. $06/30/24$ PUCTURN OF CALLFORM
		SHEET TITLE SECTION C & D PROCESSING CANOPY	PROJECT TITLE WPWMA RECYCLING CENTER 3013 FIDDYMENT ROAD ROSEVILLE, CA 95747
		CLIENT FCC ENVIRONMENTAL SERVICES, LLC	10077 GROGANS MILL ROAD, SUITE 466 THE WOODLANDS, TX 77830
		CADD FIL SCALE:	-19-2022
CON SANTA MARGARITA, CA 92668 ((949) 766-1761	NDATION ONLY ONSTRUCTION	as drawing S2	



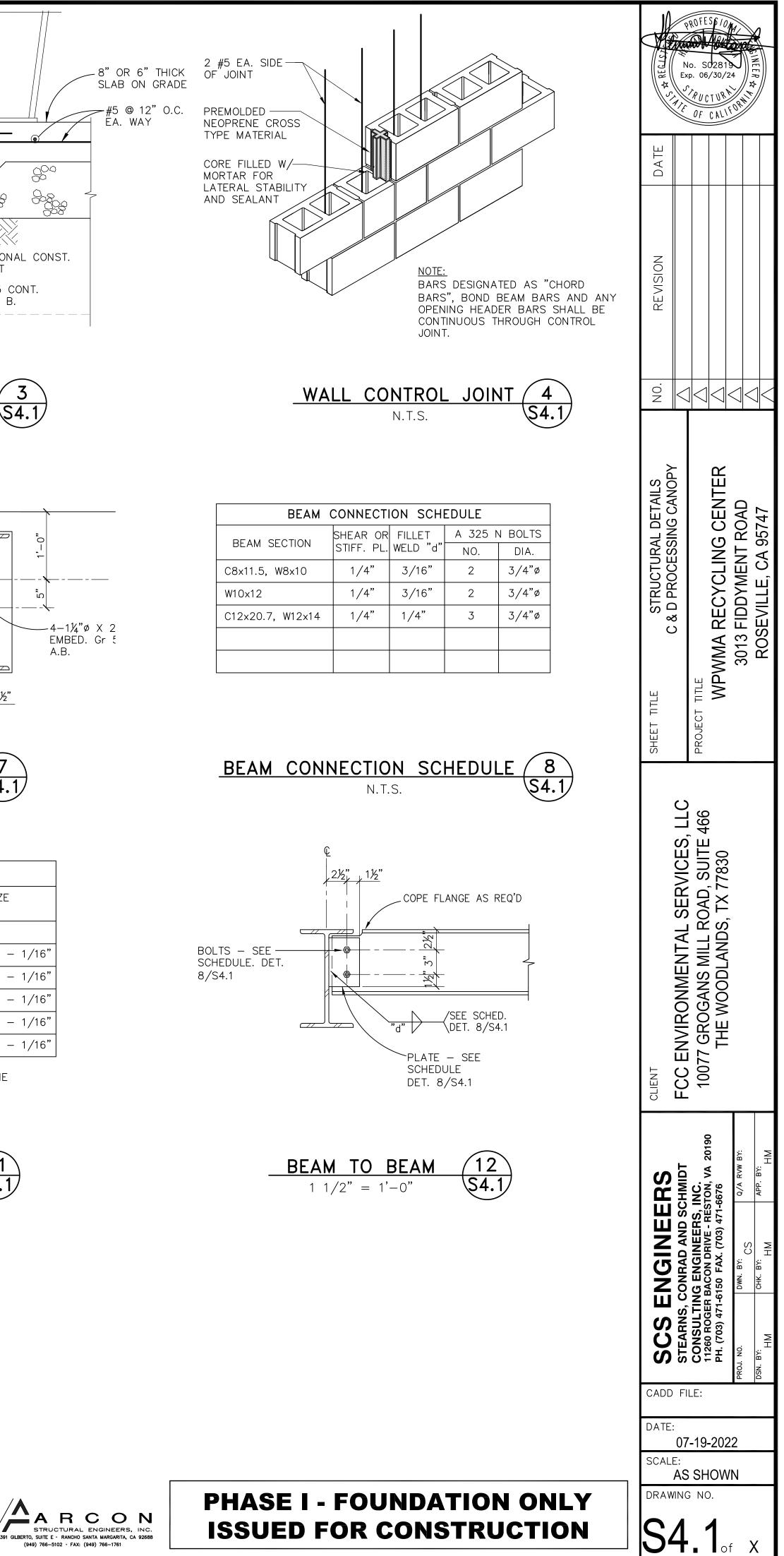


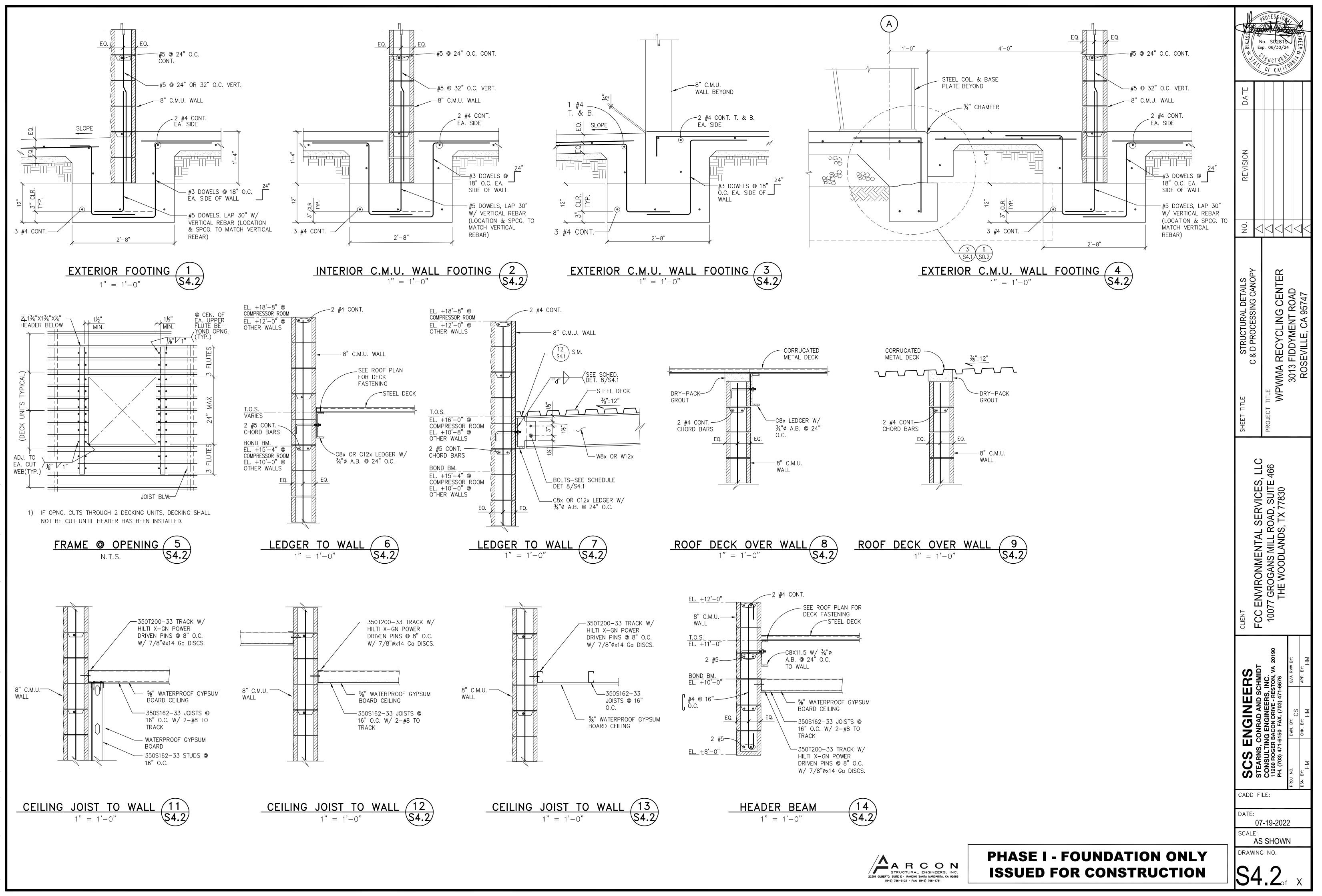


FILLET WELDS FOR STIFFENER PLATES			
PLATE THICKNESS	MINIMUM SIZE OF WELD	MAXIMUM SIZE OF WELD	
1/4" OR LESS	1/8"	1/4"	
OVER 1/4" TO 1/2"	3/16"	PL. THICKNESS – 1/16"	
OVER 1/2" TO 3/4"	1/4"	PL. THICKNESS – 1/16"	
OVER 3/4" TO 1 1/2"	5/16"	PL. THICKNESS – 1/16"	
OVER 1 1/2" TO 2 1/4"	3/8"	PL. THICKNESS - 1/16"	

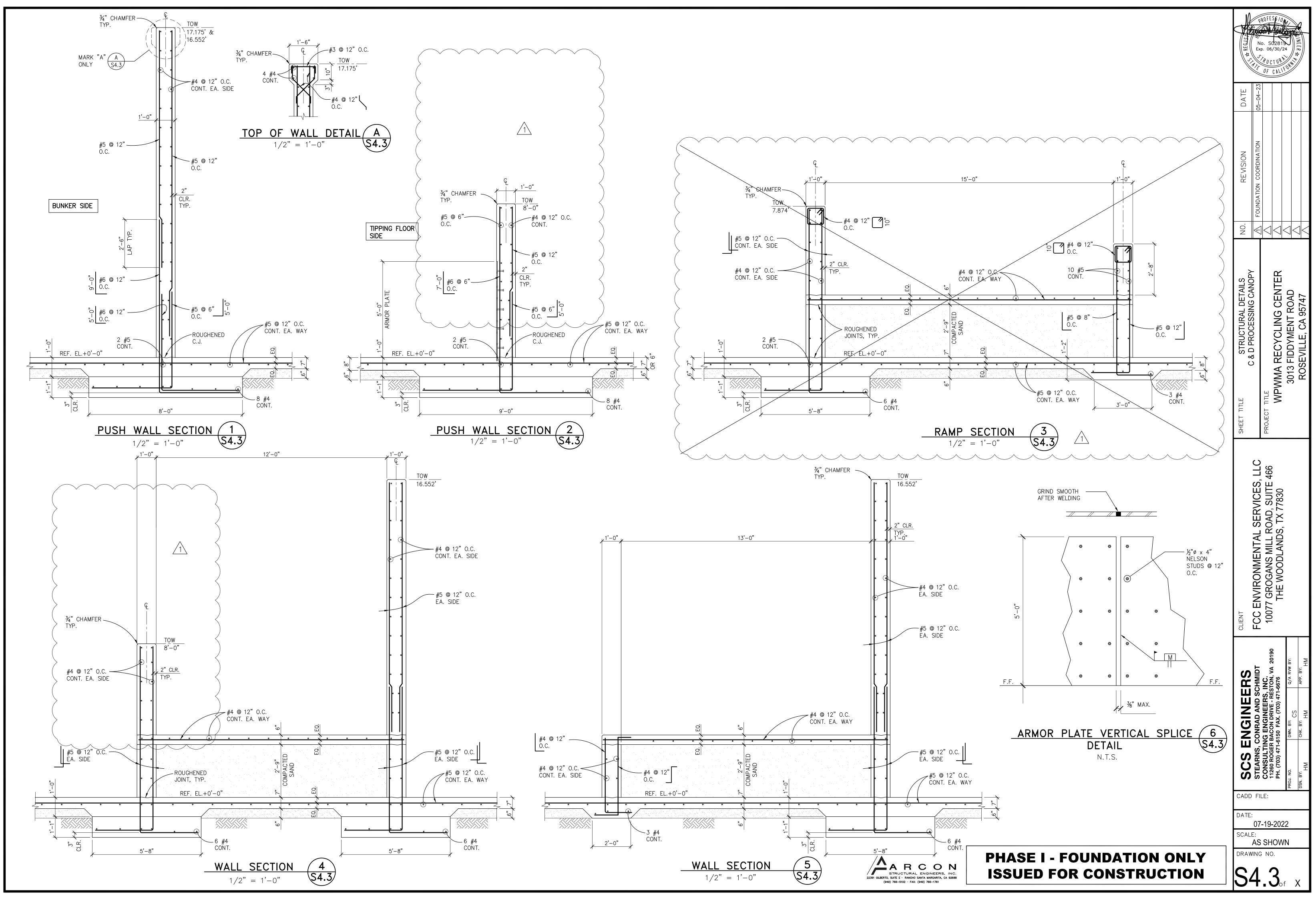








CADFiles-Current\Western Placer\Structural\PHASE 1 C&D\WESTERN PLACER-S42.dwg User:CADSTATION3 Plotted:May 04, 2023 - 4:56pm Last Save:May 04, 2023 - 4:56



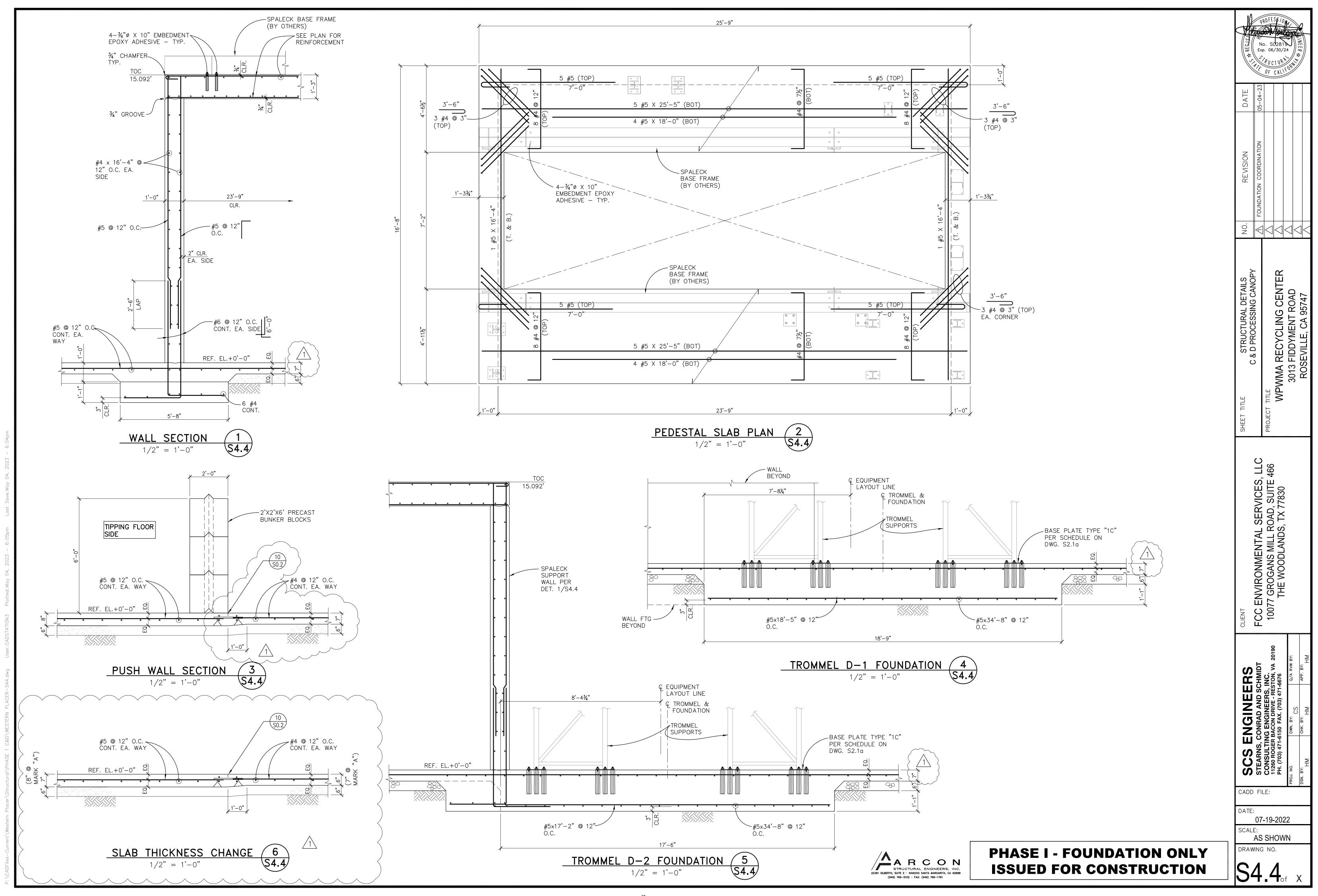


EXHIBIT 7

From: Phillip Frank <Phillip.Frank@legilitylaw.com> Date: May 10, 2023 at 1:38:54 PM PDT To: Joe Skutley <Joe@skutleycontractingcorp.com> Subject: FCC WPWMA RC Improvements - SCC Contract with Cambridge

Joe --

Attached is the word version of the Contract with your/my edits in red.

The sections regarding liquidated damages, indemnity, and a few others were not changed since they are the same or similar to the prime agreement.

After you review, please let me know when we can discuss. I am available most of the day tomorrow and on Friday.

Thank you!

Phil

Phil Frank, Esq. Law Office of Phillip B. Frank 317-428-8383 (m) 317=582-0987 (d)

This email, along with any attachments, is considered confidential. The information in this email is intended solely for the attention and use of the named addressee. This message or any part thereof must not be disclosed, copied, distributed, or retained by any person without authorization of the

1

addressee. If you have received it in error, please notify us immediately by reply email and then delete this message from your system. Thank you for your cooperation.

CONTRACT FOR SERVICES

WITH SUBCONTRACTOR

SECTION 1 CONTRACT

This Contract for Services ("Contract") is made and entered into this ______ day of May, 2023, by and between <u>Cambrid e Com anies Inc.</u> ("Contractor" or "CCI"), whose address is 14201 N. 87th Street. Suite 135. Scottsdale, AZ 85260 Attn: Jeff Eriks, Phone 219-972-1155, <u>barnhorst a cambrid ecoinc.com</u>; and Skutley Contracting Corporation ("Subcontractor" or "SCC"), whose address is 1282 Stabler Lane #630-107, Yuba City, CA 95993, Phone 530-695-6289, Attn: Joe Skutley.

FCC Environmental Inc. is the "Operator", whose address is 3013 Fiddyment Road, Roseville, CA 95747.

SECTION 2. GENERAL PROVISIONS AND DEFINITIONS

2.1 Description of Work. Contractor contracts with Subcontractor as an independent contractor to provide all labor, materials, equipment, and services necessary to complete the Concrete Subcontract Work as a part the construction of an approximate 65,464 square foot facility known as FCC WPWMA RC Improvements, and located at 3013 Fiddyment Road, Roseville, CA 95747 together with site improvements on the land where the facility is located, in accordance with, the Subcontract Documents, and consistent with the mutually agreed Progress Schedule, as may change from time to time. Subcontractor shall perform the Subcontract Work under Contractor's general direction and in accordance with the Subcontract Documents.

2.2 Parties' Relationship & Ethics. Each Party agrees to act on the basis of mutual trust, good faith, and fair dealing. The Parties shall endeavor to cooperate proactively with each other, and perform in an economical and timely manner. Each Party shall perform with integrity. Each shall avoid conflicts of interest and promptly disclose to the other Party any conflicts that arise. Each Party warrants that it has not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers, employees, subcontractors, or others for whom they may be liable, to secure preferential treatment.

2.3 <u>Subcontract Documents</u>. The Subcontract Documents include this Contract, the prime Contract, special conditions, general conditions, specifications, drawings, exhibits, addenda issued and acknowledged before execution of this Contract, amendments, laboratory testing that are Contract Documents, other documents listed in this Contract, and modifications issued in accordance with this Contract. Contractor shall provide to Subcontractor, before the execution of this Contract, copies of the existing Subcontract Documents. Subcontractor shall provide copies of applicable portions of the Subcontract Documents to its proposed subcontractors and suppliers. Nothing shall prohibit Subcontractor from obtaining copies of the Subcontract Documents from Contractor at any time after the Subcontract Contract is executed.

2.4 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.5 The term "Day" shall mean calendar day.

2.6. "Interim Directive" is a written order containing Work instructions or directing the Subcontractor to proceed with the Subcontract work in question. An Interim Directive may also be referenced in the Contract Documents as a Construction Change Directive or other equivalent directive, and shall be treated as an Interim Directive.

2.7 "<u>Law</u>" means a federal, state, or local law, ordinance, code, rule, or regulation applicable to the Subcontract Work with which a Party must comply that is enacted as of the Contract date.

2.8 The "Parties" are collectively Contractor and Subcontractor.

2.9 A "<u>Subcontract Change Order</u>" is a written order signed by the Parties after execution of this Contract, indicating changes in the scope of the Subcontract Work, the Subcontract Amount or Subcontract Time, including substitutions proposed by Subcontractor and accepted by Contractor.

2.10 "Subcontract Time" means the time period on the Progress Schedule between commencing and completing the Subcontract Work.

2.11 "Worksite" means the geographical area of the Project location as identified in Section 1 where the Work is to be performed.

SECTION 3 SUBCONTRACTOR'S RESPONSIBILITIES

3.1 Obligations & Responsibilities. To the extent the terms of the prime Contract apply, the Parties shall be compliant with and will assume the mutual obligations and duties of the prime Contract, and each understand and assume all contractual expectations to and of the Operator. Subcontractor shall adhere and comply with the terms of the prime Contract; and where there is a conflict in terms between this Contract and the prime Contract, the most descriptivestringent terms will apply. Subcontractor shall furnish its diligent efforts to perform the Subcontract Work in an expeditious manner and to cooperate with Contractor so that Contractor may fulfill its obligations to Operator. Subcontractor shall furnish all of the labor, materials, equipment, and services, including but not limited to competent supervision, shop drawings, samples, tools, and scaffolding as are necessary for the proper performance of the Subcontract Work, all of which shall be provided in full accord with the Subcontract Documents. Subcontractor shall provide Contractor a list of its proposed subcontractors and suppliers, and be responsible for regularly taking field dimensions, checking for errors in the drawings and specifications, testing materials and conditions, obtaining required permits related to the Subcontract Work and affidavits, ordering of materials, and all other actions as required to meet the Progress Schedule. All Subcontract Work shall be performed in an expeditious, cooperative, safe, high-quality and substantial manner. Except as otherwise provided in the Subcontract Documents or for emergencies, Subcontractor shall direct all Project-related communications to Contractor promptly and directly.

3.2 <u>Submittals</u>. Subcontractor promptly shall submit for approval to Contractor all shop drawings, samples, product data, manufacturers' literature, and similar submittals required by the Subcontract Documents. Submittals shall be submitted in electronic form if required. Subcontractor shall be

responsible to Contractor for the accuracy and conformity of its submittals to the Subcontract Documents. Subcontractor shall prepare and deliver its submittals to Contractor pursuant to the Progress Schedule. Subcontractor's submittals shall identify in writing for each submittal all changes, deviations, or substitutions from the requirements of the Subcontract Documents. The written or verbal approval of any Subcontractor submittal shall-not be deemed to authorize changes, deviations, or substitutions in the requirements of the Subcontract Documents. Upon any submittal being approved, all approvals constitute use of that submitted product. Whether said product or material submitted was originally designed/incorporated into the original project documents is not applicable. An approved submittal constitutes use within the project at SCC's discretion. -unless express written approval is obtained from Contractor and Operator authorizing such change, deviation, or substitution. Such initial approval shall be promptly memorialized by preparing and submitting to Contractor, a Subcontract Change Order no later than <u>5</u>³ Days following the initial verbal approval by Contractor and, if applicable, provide for an adjustment in the Subcontract Amount or Subcontract Time. At all times, Subcontractor agrees to submit promptly to Contractor for approval any shop drawings, samples, product data, manufacturers' literature, certifications, or similar submittals as may reasonably be required by Contractor, Operator, or Design Professional.

3.3 Desi n Deleration. Subcontractor shall be responsible for conformance of its design and performance criteria with the information given and the design-concept expressed in the Subcontract Documents. Subcontractor shall procure design services and necessary certifications from licensed design professionals. The signature and seal of Subcontractor's design professional shall appear on all-drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Subcontract Work-designed or certified by Subcontractor's design professional. If Subcontractor's design professional is an independent professional, the design services shall be procured pursuant to a separate Contract between Subcontractor and the design professional. The Contract between Subcontractor and the design professional shall not include any limitation of liability or waiver of damages, unless first approved in writing by Contractor.

3.4 Subcontractor's Representative. Subcontractor's authorized representative will be Juan <u>Rojas</u>. In the absence of Juan Rojas , the back-up representative will be: Joe Skutley . Both representatives shall possess full authority to receive and act upon instructions, orders, or directions. If Subcontractor changes its representative, or the representative's authority, Subcontractor shall immediately notify Contractor in writing.

3.5 Tests. Inspections & Permits. Subcontractor shall schedule all required tests and inspections of the Subcontract Work at appropriate times so as not to interfere with or delay the progress of all other work related to the Project. Subcontractor shall give proper written notice to all required Parties of such tests, approvals, and inspections. Subcontractor shall schedule with CCI bear all expenses associated with tests, inspections and, approvals, and permits required of Subcontractor by the Subcontract Documents, which shall be conducted by an independent testing entity supplied and paid for approved by the Contractor and/or Operator.

3.6 Warranties. Subcontractor warrants that all materials and equipment shall be new, of good quality, and free from material defects, including defective workmanship and defective materials, for the <u>periodgreater</u> of one (1) year from the date of SCC's trade specific scope of Substantial Completion of the Work, or whatever time period is required in the prime Contract. Subcontractor's warranty does not include normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by others, or abuse.

3.7 Cleanup and Safety. Subcontractor shall at all times, each and every day, keep the Worksite clean and free from debris, trash, and excess or stray materials such as tools, equipment, nails, wood, flammable liquids, paint, oil, grease, and similar things. If Subcontractor fails to comply with cleanup duties within 2 Days after written notification from Contractor of non-compliance, Contractor may implement appropriate cleanup measures without further notice and shall deduct the reasonable costs from any amounts due to Subcontractor in the next payment period. Subcontractor is required to perform the Subcontract Work in a safe, meticulous, precise and careful manner. Subcontractor shall prevent against injury, loss, or damage to persons or property by taking reasonable and lawful steps to protect its employees and all other persons at the Worksite. In doing so, Subcontractor shall implement appropriate and customary safety programs including establishing, communicating and enforcing safety rules; erecting safety barriers; and having employees wear safety clothing; and providing appropriate notices and warnings to all persons at or near the Worksite. Subcontractor shall submit to Contractor all safety data sheets required by law for materials or substances necessary for the performance of the Subcontract Work. Subcontractor shall implement appropriate safety programs pertaining to the Subcontract Work and the Project, including establishing safety rules, posting appropriate warnings and notices, creeting safety barriers, and establishing proper notice procedures to protect persons and property at the Worksite. All safety precautions will be taken in an effort to prevent against injury, loss, or damage to persons or property. Subcontractor shall give prompt written notice to Contractor of any significant hazardous safety conditions or risks, and for any accident involving bodily injury requiring a physician's care, any property damage exceeding \$1,000 in value, or any actual failure or mistake that did not but could have resulted in a bodily injury or property damage, whether or not such an injury or damage was actually sustained. To the fullest extent permitted by Law, each Party to this Contract shall indemnify the other Party from and against fines or penalties imposed as a result of safety violations, but only to the extent that such fines or penalties are caused by its failure to comply with applicable safety requirements.

3.8 Hazardous Materials. Subcontractor shall have the same rights and obligations as Contractor does under the prime Contract or Law regarding hazardous materials, provided that the hazardous materials affect the Subcontract Work's area or originate with Subcontractor.

3.9 Correction of Covered Subcontract Work. If requested by Contractor, Subcontractor must uncover any portion of the Subcontract Work which has been covered by Subcontractor in violation of the Subcontract Documents or contrary to a directive issued to Subcontractor by Contractor. Upon receipt of a written directive from Contractor, Subcontractor shall uncover such work for Contractor's or Operator's inspection and restore the uncovered Subcontract Work to its original condition at Subcontractor's time and expense. If it was later determined that Subcontractor did not violate any Subcontract Document or directive, all costs arising from such request shall be paid for by Contractor and/or Operator, and will be memorialized in a Change Order.

3.10 Correction of Work. If the Design Professional or Contractor rejects the Subcontract Work or the Subcontract Work is not in conformance with the Subcontract Documents or ACI Standards, Subcontractor shall promptly correct the Subcontract Work whether it had been fabricated, installed, or completed. Subcontractor shall be responsible for all costs associated with correcting such Subcontract Work. In addition, Subcontractor agrees to promptly correct, after receipt of a written notice from Contractor, all Subcontract Work which proves to be defective in workmanship or materials within a period of one year from the date of substantial completion of the Subcontract Work. Or for a longer period of time as may be required by specific warranties in the Subcontract Documents.

3.11 Use of Contractor's E upment. Subcontractor, its agents, employees, subcontractors, or suppliers shall have the use Contractor's hoisting equipment (e.g., telescoping grane or forklift). Any other e upment shall be used only with the express written permission of Contractor.

3.12 Work for O erator or Others. Until final completion of the Subcontract Work, Subcontractor agrees not to perform any work directly for Operator, Operator's agents, or any tenants, or communicate or deal directly with Operator's representatives in connection with the Subcontract Work, unless approved in writing by Contractor.

3.13 <u>At Completion</u>. With the assistance of Operator's maintenance personnel, Subcontractor shall direct the checkout of utilities and start-up operations, and adjusting and balancing of systems and equipment for readiness. Not applicable.

3.14 <u>Compliance with Laws</u>. Subcontractor agrees to comply with the Law at its own cost. Subcontractor shall be liable to Contractor and Operator for all loss, cost, and expense attributable to any acts or omissions by Subcontractor, its employees, subcontractors, suppliers, and agents resulting from its or their failure to comply with the Law, including but not limited to laws and regulations relating to permits, licenses, safety, and health, and for any fines, penalties, or corrective measures.

3.15 <u>Confidentiality</u>. To the extent the prime Contract provides for the confidentiality of any of Operator's proprietary or otherwise confidential information disclosed in connection with the performance of this Contract, Subcontractor is equally bound by Operator's confidentiality requirements.

SECTION 4 CONTRACTOR'S RESPONSIBILITIES

4.1 <u>Contractor's Representative</u>. Contractor's authorized representative is <u>Joshua</u> <u>Barnhorst</u>. In the absence of Joshua Barnhorst , the back-up representative will be <u>Bryan Young</u>: Both representatives shall be the only persons Subcontractor shall look to for instructions, orders, or directions. If Contractor changes its representative, Contractor shall promptly notify Subcontractor in writing.

4.2 Storage Areas. Contractor shall allocate adequate storage areas, if available, for Subcontractor's materials and equipment during the course of the Subcontract Work.

4.3 Timely Communications. Contractor shall transmit to Subcontractor, with reasonable promptness, all submittals, transmittals, and written approvals relative to the Subcontract Work. Unless otherwise specified in the Subcontract Documents, if communications are not through Subcontractor, Contractor shall inform Subcontractor of the communications Contractor has with Subcontractor's subcontractors, and suppliers. Contractor shall provide to Subcontractor a copy of Contractor's payment bond on the Project upon the Subcontract Work commencing. Upon request, Contractor shall provide to Subcontractor a copy of the Builder's Risk Insurance Certificate issued on the Project upon the Subcontract Work commencing.

4.4 Use of Subcontractor's E ui ment. Contractor, its agents, employees, other subcontractors, or suppliers shall use Subcontractor's equipment only with the express written permission of Subcontractor's designated representative and in accordance with Subcontractor's terms and conditions for such use.

SECTION 5 PROGRESS SCHEDULE

5.1 <u>Schedule</u>. Subcontractor shall provide Contractor with any scheduling information proposed by Subcontractor for the Subcontract Work. In consultation with Subcontractor, Contractor shall prepare the

schedule for performance of the Work ("Progress Schedule") and shall revise and update such schedule, as necessary, as the Work progresses. The Progress Schedule binds each Party, and all subsequent changes and additional details shall be submitted to Subcontractor promptly and reasonably in advance of the required performance. Contractor shall have the right to determine and, if necessary, make mutually arreed and reasonable changes to the time, order, and priority in which the various portions of the Work shall be performed and all other matters relative to the Subcontract Work. To the extent such changes are significant, and they increase Subcontractor's time and costs, Subcontractor may seek equitable adjustment in the Subcontract Amount or Subcontract Time in accordance with the Subcontract Documents.

5.2 Delays and Extensions of Time – By Operator. If the commencement or progress of the Subcontract Work is delayed without the fault or responsibility of Subcontractor, the Subcontract Time shall be extended by Subcontract Change Order and the Subcontract Amount equitably adjusted to the extent obtained by Contractor under the Subcontract Documents, and the Progress Schedule shall be revised accordingly. Subcontractor agrees to initiate all claims for any delay for which Operator is or may be liable within 157 Days of Subcontractor's knowledge of the facts giving rise to the claim.

5.3 Delays and Extensions of Time

SECTION 6 SUBCONTRACT AMOUNT

6.1 <u>Amount</u>. As full compensation for performance of this Contract, Contractor agrees to pay Subcontractor in current funds for the satisfactory performance of the Subcontract Work subject to all applicable provisions of this Contract, the fixed-price of FOUR MILLION THREE HUNDRED EIGHTY-SEVEN THOUSAND THREE HUNDRED THIRTY-FOUR AND XX/100 Dollars (\$4,387,334.00), subject to additions and deductions as provided for in the Subcontract Documents.

SECTION 7 CHANGES

7.1 Chan e Orders. Subcontractor may request or Contractor may request changes in the Subcontract Work or the timing or sequencing of the Subcontract Work that impact the Subcontract Amount or Subcontract Time. A change in the Subcontract Work that affect the Subcontract Amount or the Subcontract Time shall be formalized in a Subcontract Change Order. For changes in the Subcontract Work, the Parties shall negotiate in good faith an appropriate adjustment to the Subcontract Amount or the Subcontract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Subcontract Change Order and any adjustment in the Subcontract Amount or Subcontract Time shall not be unreasonably withheld. Per the attached SCC Proposal all chan es in SCC's scope of work will be performed only after a written change order has been fully executed.

7.2 Interim Directives. Contractor may issue a written Interim Directive directing Subcontractor to proceed with the Subcontract Work in question. If such Interim Directive is issued as a result of Operator's issuance of an Interim Directive, then the applicable provisions of the prime Contract shall govern. Otherwise, Subcontractor shall separately submit its costs for the resulting change, beginning with its next regularly scheduled application for payment submitted after the issuance of the Interim Directive. If there is a cost dispute, Contractor shall pay Subcontractor ei htv five fifty percent (8550%%) of its chan e order request as the stated amount actual (incurred or committed) cost to perform the

Subcontract Work. In such event, the Parties reserve their rights as to the disputed amount. Contractor's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Subcontract Work. Subcontractor's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed Subcontract Work should it be determined that the disputed Subcontract Work is not within scope. Undisputed amounts may be included in applications for payment and shall be paid in accordance with the Subcontract Documents. If ultimately, a Change Order cannot be agreed upon, the Parties shall resolve the matter as provided in Section 11.

7.3 Concealed or Unknown Site Conditions. If a condition encountered at the Worksite is: (a) a subsurface or other physical condition materially different from those indicated in the Subcontract Documents, or (b) an unusual and unknown physical condition materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Subcontract Documents, Subcontractor shall stop affected Work after the concealed or unknown condition is first observed and give immediate written notice of the condition to Contractor. Contractor shall investigate and then issue an Change Order specifying the extent to which Operator or Contractor agrees that a concealed or unknown condition exists and directing how Subcontractor is to proceed. Subcontractor shall not be required to perform any Work relating to the unknown condition without the mutual execution of a Change Order. Any change in the cost of the Subcontract Work, and the dates of Substantial and Final Completion as a result of the condition, including any dispute about its existence or nature, shall be determined as provided in this section.

7.4 Incidental Changes. No more than once every month. Contractor may direct Subcontractor to perform an incidental changes (e.g. costing no more than \$500 and/or requiring no more than 1 hour of additional work) in the Subcontract Work which do not involve adjustments in the Subcontract Amount or the Subcontract Time. Incidental changes shall be consistent with the scope and intent of the Subcontract Documents. Contractor shall initiate an incidental change in the Subcontract Work by issuing an Interim Directive to Subcontractor, which shall be carried out promptly and is binding on the Parties.

SECTION 8 PAYMENT

8.1 <u>Schedule of Values</u>. As a condition precedent to payment, Subcontractor shall provide a schedule of values satisfactory to Contractor not more than fifteen (15) Days from the date of execution of this Contract.

8.2 Process Payment Applications. Subcontractor's applications for payment shall be itemized and supported by substantiating data as required by the Subcontract Documents. Subcontractor's application for payment for the Subcontract Work performed in the preceding 30 Day payment period shall be submitted for approval by Contractor in accordance with the schedule of values, and with regard for retainage. Contractor shall incorporate the approved amount of Subcontractor's application for payment into Contractor's application for payment to Operator for the same period and submit it to Operator in a timely fashion. Contractor shall promptly notify Subcontractor of any changes in the amount requested on behalf of Subcontractor. Subcontractor shall submit progress payment applications to Contractor no later than the last Day of each month for the Subcontract Work performed up to and including the last Day of month Subcontract Work is complete.

8.3 <u>Retainage</u>. Subject to the maximum percentage allowed pursuant to state law, the rate of retainage shall be five percent (5%) which is equal to the percentage retained from Contractor's payment by Operator for the Subcontract Work. If the Subcontract Work is satisfactory and the prime Contract

provides for reduction of retainage, Subcontractor's retainage shall also be reduced when Contractor's retainage of the Subcontract Work has been so reduced by Operator.

8.4 Time for Payment. Progress payments to Subcontractor for satisfactory performance of the Subcontract Work shall be made no later than ten (10) Days after receipt by Contractor of payment from Operator for the Subcontract Work. If payment from Operator for such Subcontract Work is not received by Contractor, through no fault of Subcontractor, Contractor will make payment to Subcontractor within a reasonable time for the Subcontract Work satisfactorily performed. If Contractor has received payment from Operator and if for any reason not the fault of Subcontractor, Subcontractor does not receive a progress payment from Contractor within thirty (30) Days after the date such payment is due, or, if Contractor has failed to pay Subcontractor within a reasonable time for the Subcontract Work satisfactorily performed as described above, Subcontractor, upon giving ten (10) Days' written notice to Contractor, and without prejudice to and in addition to any other legal remedies, may stop work until payment of the full amount owing to Subcontractor's reasonable and verified cost of shutdown, delay, and startup, which shall be effected by an appropriate and formally executed Subcontractor Change Order.

8.5 Payments Withheld. Contractor may reject a Subcontractor application for payment in whole or in part or withhold amounts from a Subcontractor application for payment, as may reasonably be necessary to protect Contractor from loss or damage for which Contractor may be liable and without incurring an obligation for late payment interest based upon: Subcontractor's repeated failure to perform the Subcontract Work as required by this Contract; loss or damage arising out of or relating to this Contract and caused by Subcontractor; Subcontractor's failure to properly pay for either labor, materials, equipment, or supplies; rejected or defective Subcontract Work which has not been corrected in a timely fashion; reasonable evidence of delay in performance of the Subcontract Work such that the Work will not be completed within the Subcontract Time; reasonable evidence demonstrating that the unpaid balance of the Subcontract Amount is insufficient to cover the cost to complete the Subcontract Work; and third-party claims involving Subcontractor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Subcontractor furnishes Contractor with adequate security in the form of a survey bond, letter of credit, or other collateral sufficient to discharge such claims if established. No later than 7 Days after receipt of an application for payment and at the time of disapproving or nullifying all or part of an application for payment, Contractor shall give written notice to Subcontractor, stating its specific reasons for such disapproval or nullification, and the remedial actions to be taken by Subcontractor in order to receive payment. When the above reasons for disapproving or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

8.6 Substantial Completion. Unless otherwise provided for in the prime Contract, partial Operator occupancy or use of completed portions of the Subcontract Work shall constitute Substantial Completion of that portion of the Subcontract Work and the warranty period applicable to the Subcontract Work shall commence upon the achievement of Substantial Completion of the Project and acceptance by Operator under the terms of the prime Contract.

8.7 Final Payment. Upon acceptance of the Subcontract Work by Operator and Contractor, Contractor shall incorporate Subcontractor's application for final payment into Contractor's next application for payment to Operator. Before Contractor shall be required to incorporate Subcontractor's application for final payment into Contractor's next application for payment, Subcontractor shall first submit to Contractor: an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Subcontract Work have been paid; as-built drawings, manuals, copies of warranties, and start-up testing and all close-out documents; release of any liens, conditioned on final payment being

received; consent of surety to final payment, if required; and a report of any outstanding known and unreported accidents or injuries experienced by Subcontractor at the Worksite. Final payment of the balance due of the Subcontract Amount shall be made to Subcontractor within 10 Days after receipt by Contractor of the final payment from Operator for such Subcontract Work. If Operator or its designated agent does not issue a certificate for final payment or Contractor does not receive such payment for any cause which is not the fault of Subcontractor, Contractor shall promptly inform Subcontractor in writing. If final payment from Operator for such Subcontract Work is not received by Contractor, through no fault of Subcontractor, Contractor will make payment to Subcontractor within a reasonable time. Final payment shall constitute a waiver of all claims by Subcontractor relating to the Subcontract Work, but shall in no way relieve Subcontractor of liability for the obligations assumed under Section 3, or for faulty or defective work or services discovered after final payment, nor relieve Contractor for claims made in writing by Subcontractor.

8.8 Failure to Pay. Progress payments or final payment due and unpaid under this Contract, shall bear interest from the date payment is due at the lesser of 5% per annum or at the prime rate prevailing at the place of the Project. However, if Operator fails to timely pay Contractor as required under the prime Contract through no fault or neglect of Contractor, and Contractor fails to timely pay Subcontractor as a result of such nonpayment, Contractor's obligation to pay Subcontractor interest on corresponding payments due and unpaid under this Contract shall be extinguished by Contractor promptly paying to Subcontractor's proportionate share of the interest, if any, received by Contractor from Operator on such late payments.

8.9 Continuing Obligations. Provided Contractor is making payments in accordance with this Contract and Subcontractor files an improper lien, Subcontractor shall reimburse Contractor for any and all statutory damages, costs and expenses, attorneys' fees and costs, for any lien or claim, asserted before or after final payment is made that arises from the performance of the Subcontract Work.

8.10 Priority of Payments. Payments received by Subcontractor shall be first used to satisfy the indebtedness owed by Subcontractor to any person furnishing labor or materials, or both, for use in performing the Subcontract Work through the most current period applicable to progress payments received from Contractor before it is used for any other purpose. If Contractor has reason to believe that Subcontractor is not complying with payment terms in this Contract, Contractor may contact Subcontractor's subcontractors and suppliers to ascertain whether they are being paid by Subcontractor in accordance with this Contract. If Contractor has reason to believe that labor, material, or other obligations incurred in the performance of the Subcontract Work are not being paid, Contractor may give written notice of a potential claim or lien to Subcontractor and may take any steps deemed necessary to assure that progress payments are utilized to pay such obligations, including but not limited to the issuance of joint checks. If upon receipt of notice, Subcontractor does not supply evidence to the satisfaction of Contractor that payment owed has been paid or post a bond indemnifying Operator, Contractor, Contractor's surety, if any, and the Worksite from a claim or lien, Contractor shall have the right to withhold from any payments due to Subcontractor a reasonable amount to protect Contractor from any and all loss, damage, or expense including attorneys' fees that may arise out of or relate to any such claim or lien.

8.11 Lien Waivers and Affidavits. As a prerequisite for payments, Subcontractor shall provide, in a form satisfactory to Operator and Contractor, partial lien and claim waivers in the amount of the application for payment and affidavits covering its subcontractors and suppliers for completed Subcontract Work. Such waivers shall be conditional upon payment. In no event shall Subcontractor be required to provide an unconditional waiver of lien or claim, before receiving payment or in an amount in excess of what it has been paid.

8.12 <u>Assignment of Payments</u>. Subcontractor shall not assign any payment due under this Contract, including for the creating of a new security interest, without the advance written consent of Contractor.

SECTION 9 INDEMNITY, INSURANCE, BONDS, AND DAMAGES

9.1 Indemnity by Subcontractor. Subcontractor shall indemnify and hold harmless Contractor, the Design Professional, Operator, the land owner, and their agents, consultants, and employees (the "Indemnitees") from all claims for bodily injury and property damage that may arise from the performance of the Subcontract Work, including reasonable attorneys' fees, costs, and expenses, that arise from the performance of the Work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Subcontractor, Subcontractor's subcontractors, or anyone directly or indirectly employed by any of them whose acts any of them may be liable, and for all suits or claims for infringement of any patent rights or copyrights.

9.2 <u>No Limitation of Liability</u>. In any claim against the Indemnitees by any employee of Subcontractor, anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of compensation or damages payable by or for Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

9.3 <u>Minimum Insurance Requirements</u>. Subcontractor, its subcontractors, and its design professionals shall procure and maintain the types of insurance and at the minimum limits as required in all upstream contracts:

Workers' Compensation	
Coverage A	Statutory
Coverage B - Employers Liability	\$1,000,000 each Bodily Injury by Accident
	\$1,000,000 policy limit Bodily Injury by Disease
	\$1,000,000 each occurrence Bodily Injury by Disease
Automobile Liability	
Bodily Injury/Property Damage	\$2,000,000
Combined - Single Limit	Coverage is to apply to all owned, non-owned, hired and leased vehicles
Commercial General Liability	
Bodily Injury/Property Damage	\$2,000,000 each occurrence
	\$2,000,000 general aggregate
Combined - Single Limit	\$2,000,000 products/completed operations aggregate
Excess/Umbrella Liability	
Bodily Injury/Property Damage	\$14,000,000 <u>5,000,000</u> each occurrence and general aggregate
Professional Liability/Errors &	
Omissions Insurance (where appropriate)	
"claims made" coverage	\$1,000,000 per occurrence

9.4 <u>Certificates of Insurance</u>. The Certificates of Insurance shall designate Contractor and Operator, and for each, "all their respective subsidiaries and affilities", as an additional insured; and shall state the insurance is primary and noncontributory. The Certificates shall provide that the policy may not be canceled or modified without 30 days prior written notice to Contractor. The certificates and endorsements shall be delivered to Operator before Contractor or any subcontractor begins work on the Project. All insurance on behalf of all subcontractors and material suppliers shall be maintained for a period of three (3) years from the date of Substantial Completion of the Work to facilitate any warranty work.

9.5 Waiver of Subrolation. The Parties waive all rights against each other, Operator, and the Design Professional, and any of their respective consultants, subcontractors, subsubcontractors, suppliers, agents, and employees, for damages caused by perils to the extent covered by the proceeds of Builder's Risk Insurance, except such rights as they may have to the insurance proceeds and such rights as they may have for the failure to obtain and maintain any Project Builder's Risk Coverage that may have been obligated to provide in the prime Contract. Subcontractor shall require similar waivers from its subcontractors.

9.6 <u>Bonding</u>. Performance and Payment Bonds <u>are/are not required of Subcontractor</u>. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be reasonably acceptable to Contractor. The penal sum of the Payment Bond and Performance Bond shall each be at least 100% of the Subcontract Amount. Subcontractor shall be reimbursed for the cost of any required bonds with the first progress payment.

9.7 Limited Mutual Waiver of Consequential Dama es. Except for any liquidated or consequential damages that Operator is entitled to recover against Contractor under the prime Contract, and losses covered by insurance required by the Subcontract Documents, the Parties mutually waive all claims against each other for consequential damages, including but not limited to, damages for loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. Similarly, Subcontractor shall obtain in contracts with its subcontractors mutual waivers of consequential damages that correspond to Subcontractor's waiver of consequential damages.

9.8 Li uidated Dama es. Contractor is entitled to recover liquidated damages from Subcontractor for any delays or lateness, at the same amounts and as specified in the prime Contract.

SECTION 10 SUSPENSION, NOTICE TO CURE, AND TERMINATION

10.1 Notice to Cure a Default. If Subcontractor persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the Progress Schedule, or fails to make prompt payment to its workers, subsubcontractors, or suppliers, or disregards a Law or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of a provision of this Contract, Subcontractor shall be deemed in default of this Contract. If Subcontractor fails within 10 business Days after receipt of written notice to commence and continue satisfactory correction of such default, then Operator shall give Contractor and, if applicable, the surety, a second notice to correct the default. Operator will then have an additional 5 business Days to cure.

10.2 Contractor's Right to Terminate for Default. Upon expiration of the second notice for default period and absent appropriate corrective action, Contractor may terminate this Contract by written notice, and/or may deduct the reasonable cost thereof from the payments then or thereafter due to Subcontractor. Contractor, at its sole discretion, may then replace Subcontractor. Termination for default is in addition to any other remedies available to Contractor. Subcontractor shall be liable to Contractor for all reasonable costs to cure and complete the portion of the Subcontract Work that was expected to be complete through the date of termination.

10.3 <u>Bankruptev</u>. If Subcontractor files a petition under the Bankruptey Code, this Contract shall terminate if: (a) Subcontractor or Subcontractor's trustee rejects the Contract; (b) a default occurred and Contractor is unable to give adequate assurance of required performance; or (c) Contractor is otherwise unable to comply with the requirements for assuming this Contract under the applicable provisions of the Bankruptcy Code.

10.4 Mitigation. Contractor shall make reasonable efforts to mitigate damages arising from Subcontractor default, and shall promptly invoice Subcontractor for any amounts due.

10.5 Termination for Convenience. If Operator or Contractor terminates this Contract, Operator shall pay Contractor for all Work executed and for all proven loss, cost, or expense in connection with the Work, plus all demobilization costs. If Contractor or Subcontractor terminates this Contract for convenience Contractor shall pay Subcontractor for all Work executed and for all proven direct loss, cost, or expense in connection with the Work, plus all demobilization costs.

10.6 Termination by Subcontractor. After 7 days advance written notice, Subcontractor may terminate this Contract, if the Work has been stopped for a 30 Day period through no fault of Subcontractor for any one of the following reasons: (a) under court order or order of other governmental authorities having jurisdiction; (b) as a result of the declaration of a national emergency or other governmental act emergency during which, through no act or fault of Contractor, materials are not available; or (c) Work is suspended by Contractor for Convenience. In addition, upon 20 Days' written notice to Contractor and an opportunity to cure within 5 Days, Subcontractor may terminate this Contract if Contractor assigns this Contract over Subcontractor's reasonable objection; or fails to pay Contractor in accordance with this Contract; or otherwise materially breaches this Contract. Upon termination by Contractor in accordance with this section, Contractor is entitled to recover from Operator payment for all Work executed and for all proven loss, cost or expense in connection with the Work, plus all demobilization costs.

SECTION 11 DISPUTE MITIGATION AND RESOLUTION

11.1 Work Continuation and Payment. Subcontractor shall continue the Subcontract Work and maintain the Progress Schedule during any dispute mitigation or resolution procedure. If Subcontractor continues to perform, Contractor shall continue to make payments in accordance with this Contract.

11.2 <u>Direct Settlement Discussions</u>. If there is a dispute or disagreement between the Parties on any matter relating to or arising out of this Contract, and the Parties cannot reach resolution, the Parties shall endeavor in good faith and promptly, to reach a resolution through either formal mediation or direct meetings and discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who will record the date of the first discussions. If the Parties' representatives are not able to resolve such matter within 5 Business Days from the date of first discussion, the Parties' will promptly

attempt a second discussion with senior executives of the Parties. If the dispute remains unresolved after all good faith discussions, the Parties shall promptly submit such matter into arbitration as described below.

11.3 Arbitration. The Parties hereby expressly choose binding arbitration for any claim or dispute arising out of or relating to this Contract. EACH PARTY WAIVES THEIR RIGHT TO BE HEARD IN A COURT OF LAW, with or without a jury. Arbitration does not involve a judge or jury. Instead, an arbitrator with the power to award damages and other appropriate relief will decide claims and disputes. An arbitrator's award shall be final and binding upon the Parties, and judgment may be entered upon it in any court having jurisdiction. Neither Party may commence arbitration if the claim or cause of action would be barred by the applicable statute of limitations had the claim or cause of action been filed in a state or federal court. Receipt of a demand for arbitration by the person or entity administering the arbitration shall constitute the commencement of legal proceedings for the purposes of determining whether a claim or cause of action is barred by the applicable statute of limitations. If, however, a state or federal court exercising jurisdiction over a timely filed claim or cause of action orders that the claim or cause of action be submitted to arbitration, the arbitration proceeding shall be deemed commenced as of the date the court action was filed, provided that the Party asserting the claim or cause of action files its demand for arbitration with the person or entity administering the arbitration within 30 Days after the entry of such order. The arbitration shall use the AAA Construction Industry Arbitration Rules and AAA administration. AAA Construction Fast Track Rules shall apply to all two-party cases when neither Party's disclosed claim or counterclaim exceeds \$250,000. The costs of any binding dispute resolution procedures shall be shared by the parties equally, and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute. The Project location shall serve as the venue. All Parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution proceedings.

11.4 Lien Richts. Nothing in this section shall limit any rights or remedies not expressly waived by the Parties, Contractor which they Contractor may have under lien laws.

SECTION 12 MISCELLANEOUS

12.1 Extent of Contract. Except as expressly provided, this Contract is for the exclusive benefit of the Parties, and not for the benefit of any third party. This Contract represents the entire and integrated Contract between the Parties, and supersedes all prior negotiations, representations, or Contracts, either written or oral. This Contract and each and every provision is for the exclusive benefit of the Parties and not for the benefit of any third party.

12.2 Assi nment. Neither Party shall assign its interest in this Contract without the written consent of the other Party; however, both Parties may assign this Contract to an equally-valued subsidiary or entity substantially controlled by the transferring Party, as long as written notice is provided in advance. The terms and conditions of this Contract shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under the Contract. SCC may utilized sub-subcontractors for its score of work, with advance written notice to Contractor.

12.3 Governing Law. The law in effect at the location of the Project shall govern this Contract.

12.4 <u>Severability</u>. The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

12.5 <u>Notice</u>. Unless changed in writing, a Party's address indicated in Section 1 shall be used when delivering notice to a physical address. Except as otherwise specified in the Contract Documents, notice is effective upon delivery with evidence by return receipt using either the U.S. postal service or a nationally-recognized overnight delivery service.

12.6 <u>No Waiver of Performance</u>. The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Contract, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance.

12.7 Joint Drafting. The Parties expressly agree that this Contract was jointly and mutually drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Contract shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

SECTION 13 SUBCONTRACT DOCUMENTS

13.1 <u>Subcontract Documents</u>. The drawings and specifications are complementary. If Work is shown only on one but not on the other, Subcontractor shall perform the Subcontract Work as though fully described on both, consistent with the Subcontract Documents and reasonably inferable from them. In case of any conflicts between drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, Subcontractor shall immediately submit the matter to Contractor for clarification by Operator.

13.2 List of Subcontract Documents.

The Prime Contract This Contract Exhibit A – Scope of Work Exhibit B – General Requirements Exhibit C – Drawing Log Exhibit D – Construction Schedule Exhibit E – Submittal Log Exhibit F - Change Order Form Exhibit G – Contractor's Authorization of Minor Change in the Work Exhibit H – Invoicing Schedule Exhibit I – Affidavit of Payment Exhibit J - Partial Payment Certification, Release and Lien Waiver Exhibit K - Final payment Certification, Release and Lien Waiver Exhibit L - Subcontractor's notice of completion of punch list

13.3 Importance of Documents. Except as otherwise provided, amongst categories of documents having the same level of importance, the term or provision that includes the latest date shall control.

// Signature blocks are on the following page. //

IN WITNESS WHEREOF, this Contract has been executed as of the date noted in Section 1 above, as evidenced by the Parties signatures below. The undersigned have read and understand each and every clause of this Contract and have freely entered into all obligations and limitations described herein.

CONTRACTOR: Cambridge Companies Inc.	SUBCONTRACTOR:
Signature:	Signature:
Printed:	Printed:
Title:	Title:

EXHIBIT 8

Stephen McCutcheon

From:	Juan Rojas
Sent:	Wednesday, June 21, 2023 4:20 PM
То:	Joe Skutley
Cc:	Liz Powell
Subject:	FW: BCA2301 FCC WPWMA - Follow Up
Attachments:	Response to BCA2301-FCC_WPWMA_Recycling_Center_Improvements-25-Push_Walls-2023-05-08 Rev 1.pdf

Importance: High

As requested, 2 of 7 emails received from Josh Barnhorst.

JUAN ROJAS 530.695.6289 OFFICE 530.695.6290 FAX 916.696.0866 MOBILE JUAN@SKUTLEYCONTRACTINGCORP.COM



CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463

This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use, dissemination, distribution, disclosure or copying of this communication is *strictly* prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

From: Joshua Barnhorst <jbarnhorst@cambridgecoinc.com>
Sent: Thursday, May 11, 2023 6:49 AM
To: Juan Rojas <Juan@skutleycontractingcorp.com>
Cc: Michael Cahill <mcahill@cambridgecoinc.com>; Ashley Keepers <akeepers@cambridgecoinc.com>; Joe Skutley
<Joe@skutleycontractingcorp.com>
Subject: RE: BCA2301 FCC WPWMA - Follow Up
Importance: High

Juan,

I have attached the answer to the RFI Cambridge had submitted regarding the received "IFC Foundation Drawings". Please review as it should provide everything you need to provide the cost differential between RFP and IFC documents.

Let me know if you have any questions or comments.

Thanks,

Josh Barnhorst, Project Manager

CAMBRIDGE COMPANIES \ Design-Build Solutions

New Address: 14201 N. 87th Street, Suite 135, Scottsdale, AZ 85260 500 E. Ridge Road, Suite 202, Griffith, IN 46319 Mobile (623)428-4223 jbarnhorst@cambridgecoinc.com \ www.cambridgecoinc.com

Arizona License #: Cambridge Companies Inc.; ROC200849 California License #: Cambridge Companies, Inc.; 939353 Florida License #: Cambridge Builders, Inc.; CGC1509066 Nevada License #: Cambridge Companies, Inc.; 0079154 Oregon License #: Cambridge Companies, Inc.; CCB 202210

From: Joshua Barnhorst
Sent: Wednesday, May 10, 2023 1:44 PM
To: Joe Skutley <<u>Joe@skutleycontractingcorp.com</u>>; Juan Rojas <<u>Juan@skutleycontractingcorp.com</u>>; Cc: Michael Cahill <<u>mcahill@cambridgecoinc.com</u>>; Ashley Keepers <<u>akeepers@cambridgecoinc.com</u>>; Subject: BCA2301 FCC WPWMA - Follow Up

Joe/Juan,

I wanted to follow up again to say thank you again to you and your team for the time to discuss the FCC project and look forward to continuing to build the relationship. I have attached the second page of your Exhibit B of our agreement with SCC showing the allowable per our prime of 5% overhead and 5% profit on all change orders.

We look forward to receiving your teams RFI's and submittals as soon as possible to ensure that milestones are met on the project.

Lastly, I know you have connected with Phil regarding the contract and if you have any questions or concerns regarding that please always feel free to reach out to myself.

Thanks,

Josh Barnhorst, Project Manager

CAMBRIDGE COMPANIES \ Design-Build Solutions

New Address: 14201 N. 87th Street, Suite 135, Scottsdale, AZ 85260 500 E. Ridge Road, Suite 202, Griffith, IN 46319 Mobile (623)428-4223 jbarnhorst@cambridgecoinc.com \ www.cambridgecoinc.com

Arizona License #: Cambridge Companies Inc.; ROC200849 California License #: Cambridge Companies, Inc.; 939353 Florida License #: Cambridge Builders, Inc.; CGC1509066 Nevada License #: Cambridge Companies, Inc.; 0079154 Oregon License #: Cambridge Companies, Inc.; CCB 202210



RFI #CONST-25: Push Walls

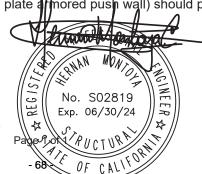
Status	Open			
То	Steve Lee (Arcon Structural Engineers) Hernan Montoya (Arcon Structural Engineers)	From	Ashley Keepers (Cambridge Companies, Inc.) 14201 North 87th Street Suite 135 Scottsdale, Arizona 85260	
Date Initiated	May 8, 2023	Due Date	May 15, 2023	
Location		Project Stage	Course of Construction	
Cost Impact	TBD	Schedule Impact	TBD	
Spec Section		Cost Code		
Drawing Number	S2.1	Reference		
Linked Drawings				
Received From	Joshua Barnhorst (Cambridge Companies, Inc.)			
Copies To	Joshua Barnhorst (Cambridge Companies, Inc.), Michael Cahill (Cambridge Companies, Inc.), Tom Parker (SCS Engineers), Ali Sarwari (SCS Engineers)			
Activity				
Question	Question from Ashley Keepers Cambridge Companies, Inc. on Monday, May 8, 2023 at 10:45 AM MST At contract time it was determined that the push walls and ramp were to be removed from the project. However, after receiving the IFC foundation drawings, the ramp is no longer shown but the walls are still present as shown on the attached S2.1. Is Cambridge Companies to provide pricing for the walls? Attachments S2.1.pdf			

Although the original bid documents had 120.11' of 14' high steel plate armored push wall per Detail 2/ S4.3, with an alternate 6' high precast concrete bunker wall push wall per detail 2/S4.3, "<u>only as allowed</u> <u>by the Owner</u>," and 77.1' of ramp per Detail 3/S4.3 plus 17.0' per Detail 4/S4.3, the bid documents were prepared excluding the ramp and using 6' high precast concrete bunker wall for the full length of the ramp and push wall (approximately 201').

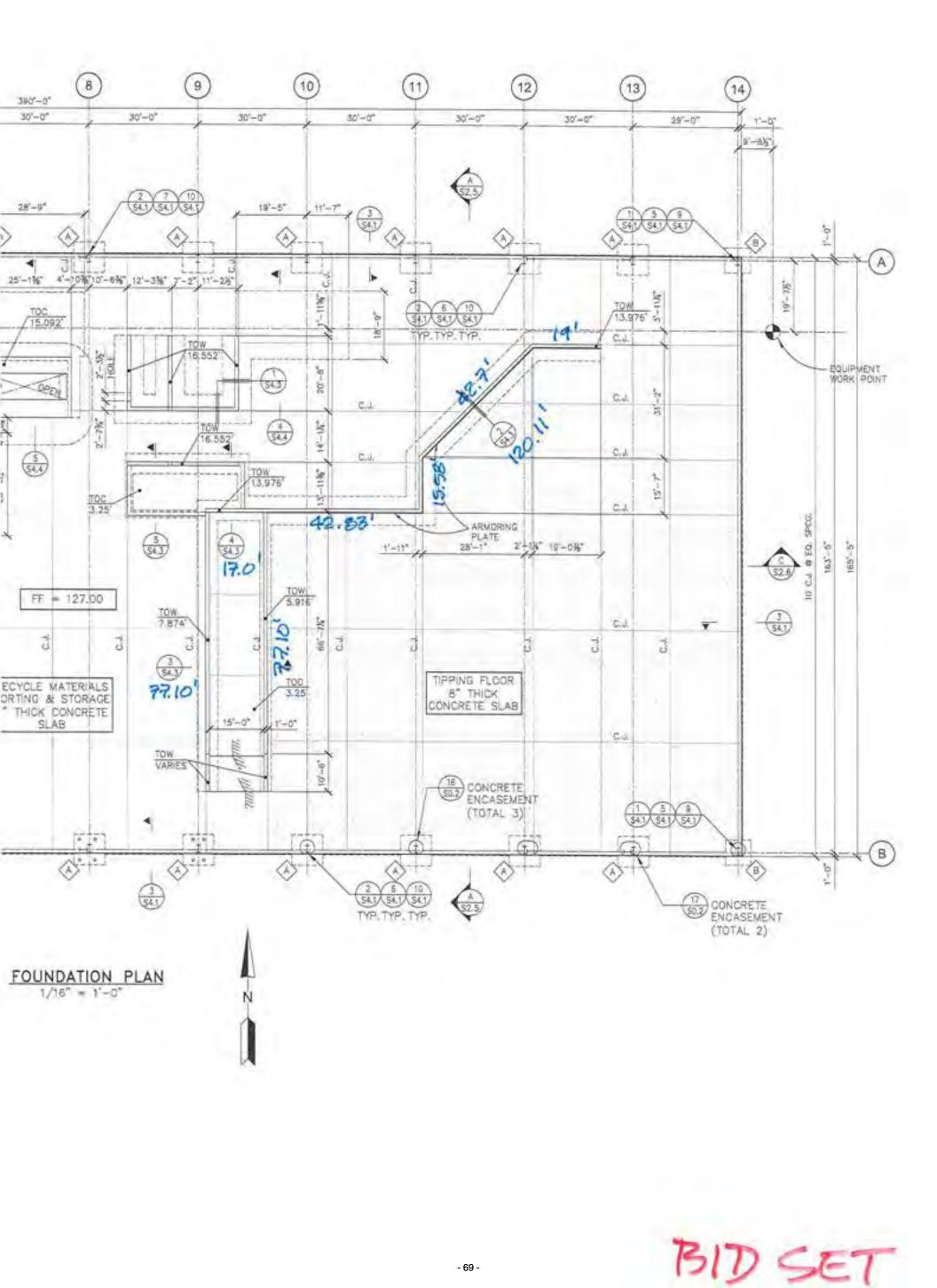
The current Foundation Plans issued for foundation permit only (Rev. 1) have 75.0' of 6' high precast concrete bunker wall push wall per detail 2/S4.3, and 135.08' of 8' high steel plate armored push wall per Detail 2/S4.3. Please see attached excerpts from the current Foundation Plans issued for foundation permit only.

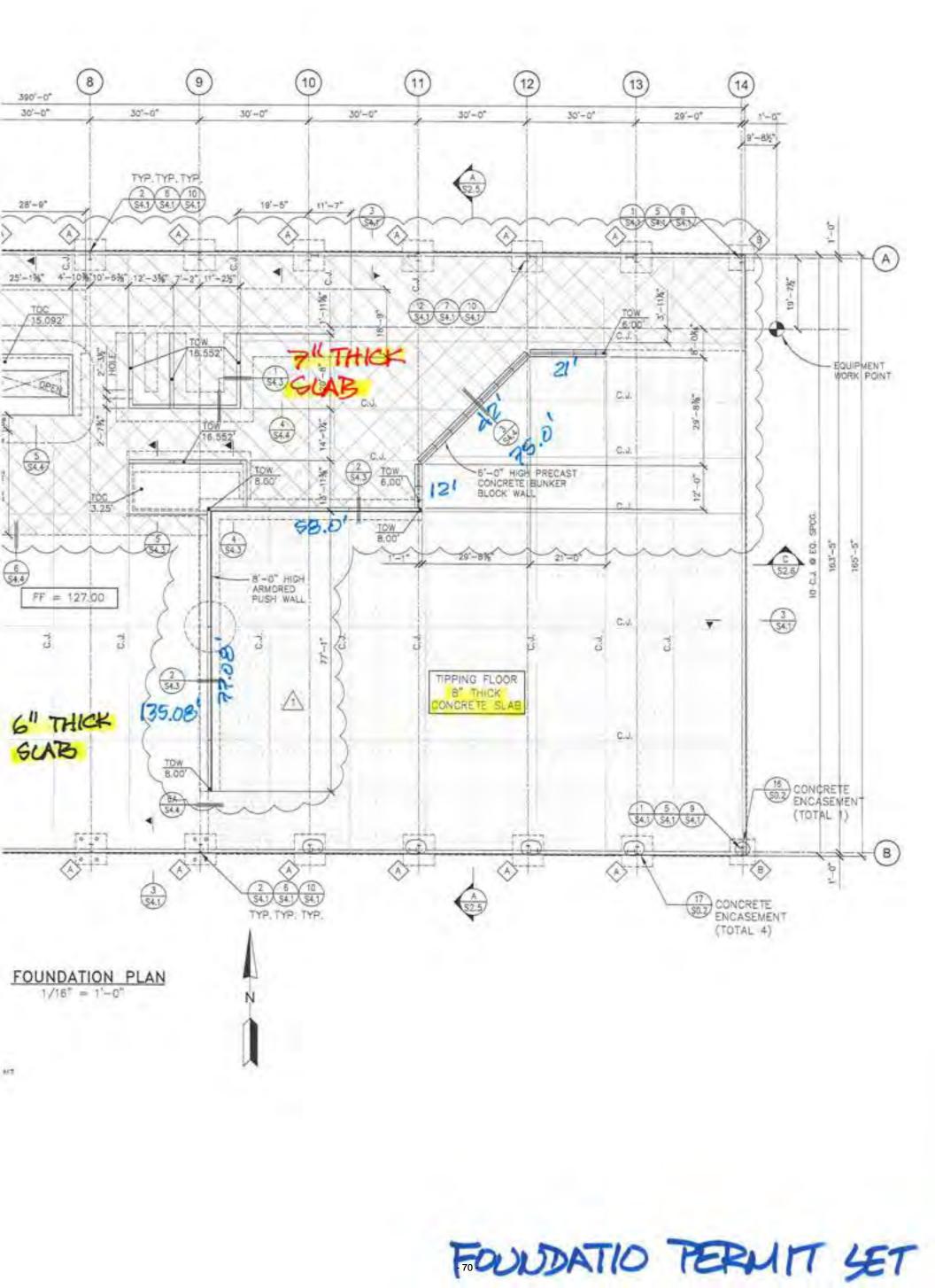
A deduct for the original bid document work described above (126' of 6' high precast concrete bunker block wall) and an ad-on for the scope of work on the current Foundation Plans issued for foundation permit only (135.08' of 8' high steel plate armored push wall) should probably be in order.

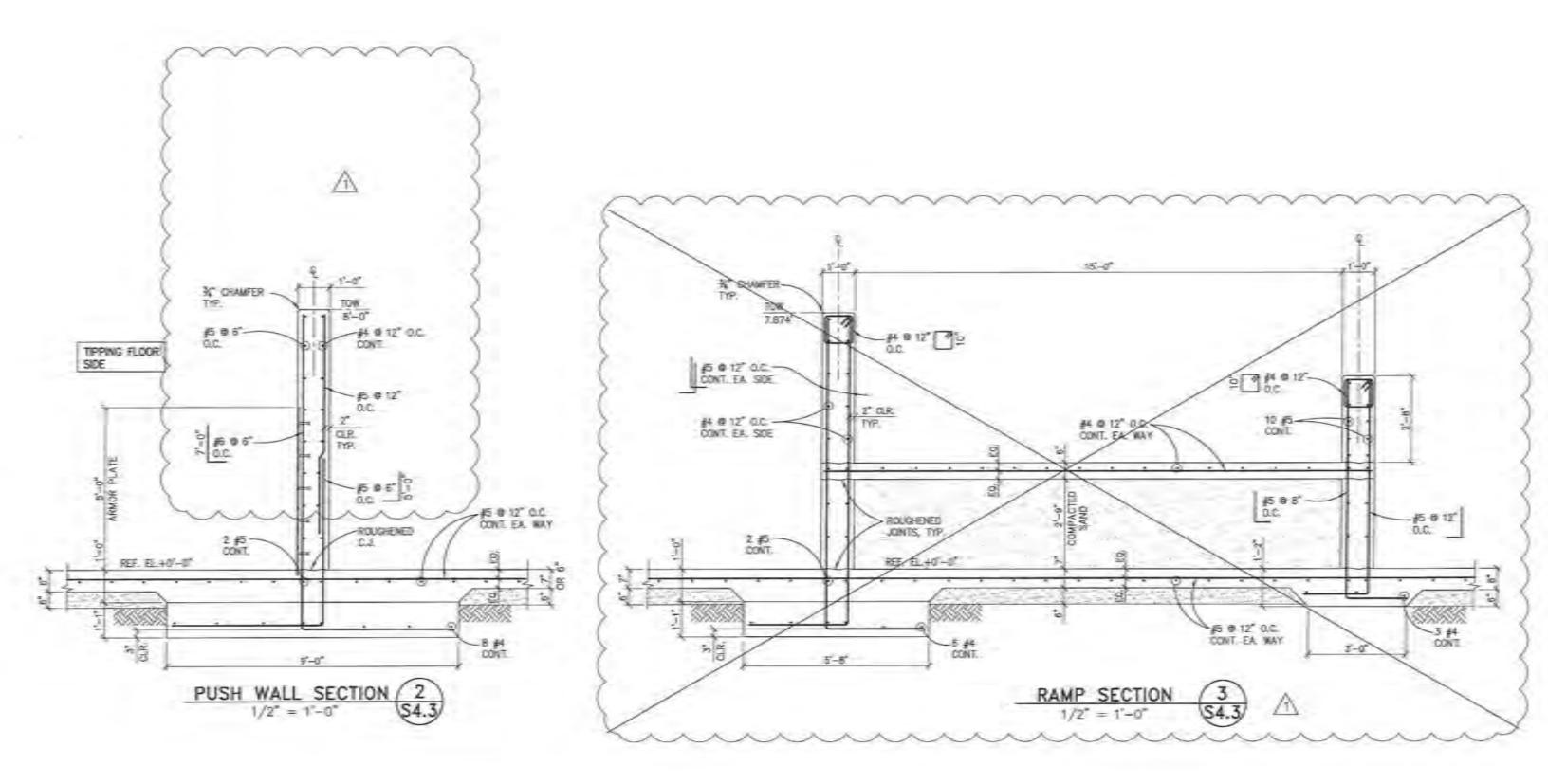
<u>Response by:</u> Hernan Montoya Arcon Structural Engineers, Inc.



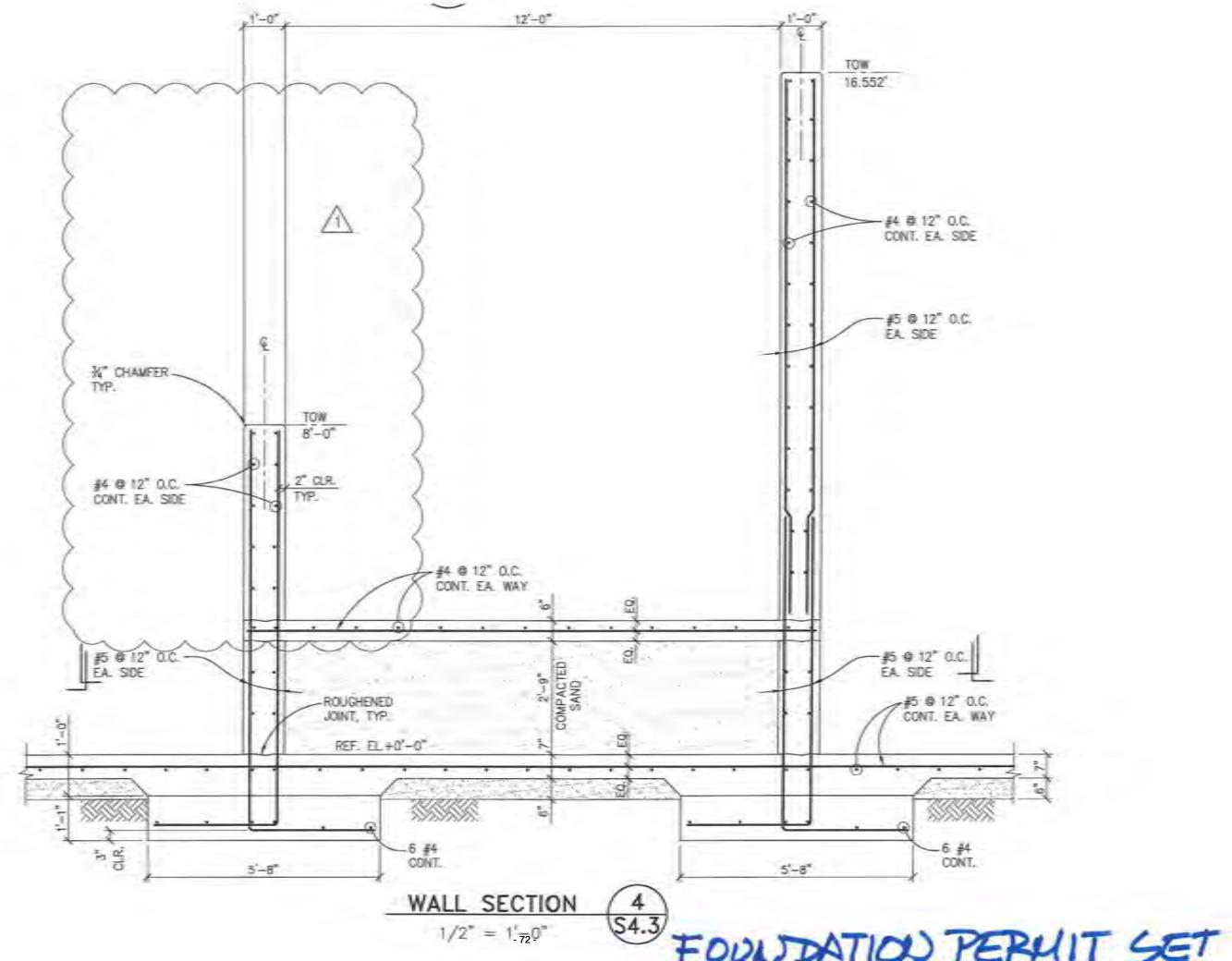
Date: May 10, 2023











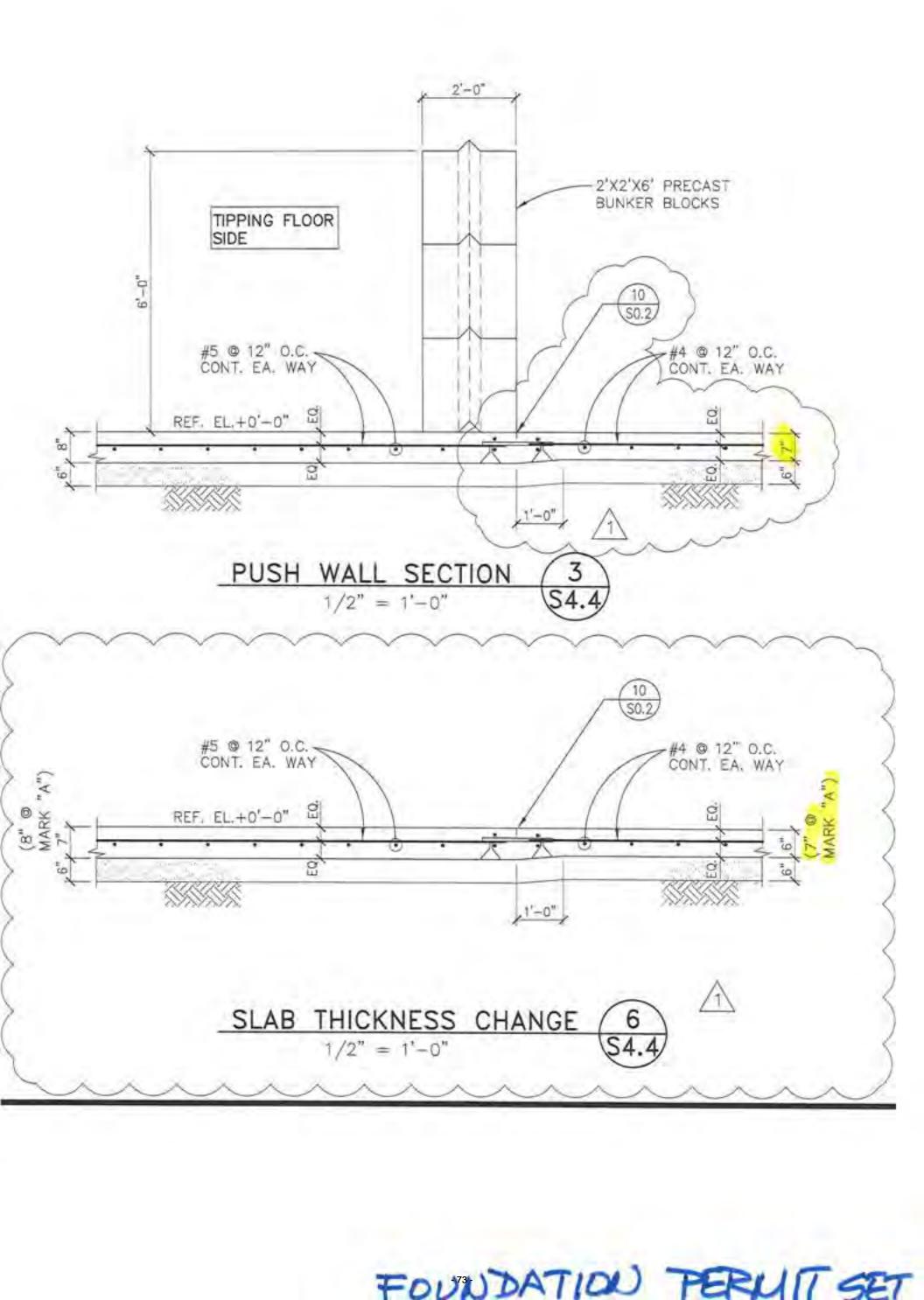


EXHIBIT 9



From: Joe Skutley Sent: Thursday, May 18, 2023 5:38 PM To: jeff@cambridgecoinc.com Subject: RE: Timeline

Hello Mr. Eriks,

Is it possible for you & I to connect at some point tomorrow? I'd sure the appreciate the opportunity to discuss the project with you.

Lat me know if you have any questions.

Thank you

JOE SKUTLEY 530.695.6289 OFFICE 530.695.6290 FAX 916.871.6679 MOBILE JOE@SKUTLEYCONTRACTINGCORP.COM



CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463

This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use, dissemination, distribution, disclosure or copying of this communication is *strictly* prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

From: Joe Skutley
Sent: Thursday, May 18, 2023 4:00 PM
To: Joshua Barnhorst <<u>ibarnhorst@cambridgecoinc.com</u>>
Cc: jeff@cambridgecoinc.com; bryan@cambridgecoinc.com; Phillip Frank <<u>Phillip.Frank@legilitylaw.com</u>>; Juan Rojas
<<u>Juan@skutleycontractingcorp.com</u>>
Subject: RE: Timeline

Hello CCI Team,

I am reaching out to follow up on my 5/15/2023 email below. To date I have not received your response. There are several significant obstacles we need to resolve as soon as possible.

SCC continues to work diligently on Preconstruction document efforts and planning for mobilization. Has CCI had an opportunity to review the schedule SCC provided on 5/10/2023?

Would you be so kind as to illuminate how the OAC meeting went yesterday 5/17/2023 as previously discussed with Josh on 5/12/2023.

I look forward to your response.

Let me know if you have any questions.

Thank you

JOE SKUTLEY 530.695.6289 OFFICE 530.695.6290 FAX 916.871.6679 MOBILE JOE@SKUTLEYCONTRACTINGCORP.COM



CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463

This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use, dissemination, distribution, disclosure or copying of this communication is *strictly* prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

From: Joe Skutley
Sent: Monday, May 15, 2023 9:56 AM
To: Joshua Barnhorst <<u>jbarnhorst@cambridgecoinc.com</u>>
Cc: jeff@cambridgecoinc.com; bryan@cambridgecoinc.com; Phillip Frank <<u>Phillip.Frank@legilitylaw.com</u>>; Juan Rojas
<<u>Juan@skutleycontractingcorp.com</u>>
Subject: RE: Timeline

Josh,

Thank you for your time on Friday afternoon. It was most helpful to gain a clear understanding of the project's tracking path, much appreciated!

After further consideration & review of the variable(s) currently known, SCC has created a list of the current understanding of the projects complexities. Please see the below list with current logic explained for each item of concern:

1. Prime Contract. Sequence is the primary driver of this document, which was not provided at time of the bidding process. SCC received a copy of the Prime Contract after requesting it on 4/28/20203, then subsequently receiving a copy of the Prime Contract on 5/9/2023. Please see the attached (Attachment #1) which highlights the out of sequence scope as well as the cost/time impact as identified below. Furthermore, SCC is stating our opposition to CCI's position of simply delivering a slab (Without equipment structure walls) to WPWMA as CCI stated in our most recent meeting on 5/10/2023. It is clear, as identified in attachment #1, WPWMA is expecting ALL of the scope included in the yellow highlighted area, including the walls. How can CCI knowingly enter into Contract with SCC without full transparency of the requirements? This is the furthest approach from a partnership.

Cost Impact = \$268,377.00 (This pricing is only for the current C&D phasing as the indicated milestone shown in Attachment #1. Not for other variables outside of C&D).

Time Impact = T.B.D. (Upon receiving a complete set of documents)

2. Liquidated Damages. SCC requested relief of liquidated damages during initial Trade Partner agreement negotiations (As well a specified exclusion), this request was denied in CCl's Trade Partner agreement response received on 5/10/2023. It was clear at time SCC's proposal was provided to CCl on 3/17/2023, this would be a fast paced project (Not accelerated schedule) with several scheduling efforts made throughout the Pre Construction process to identify the critical path in order to obtain the dates specified in Addenda #1 milestones as shown in the attached (Attachment #2. Page 97 of 102 within Addenda #1). Please see the attached (Attachment #2) which shows the aforementioned milestones assuming the "IFC" documents received would be complete. Furthermore, the risk of liquidated damages was expected to be mitigated upon receipt of "IFC" documents provided & upon receipt of the "Permitted" set of documents. These complete permitted documents were not & have not been received by SCC. To date, SCC has received an incomplete set of Structural drawings on 5/5/2023. Cost & Time impacts as identified below:

Cost Impact = \$157,500.00 (This pricing is only for the current C&D phasing as shown in Attachment #1. Not for other variables outside of C&D).

Time Impact = T.B.D. (Upon receiving a complete set of documents)

3. Design Build. This project was advertised for bid as a Hard Bid delivery method. When a Design Team omits several pieces of key information within the aforementioned "IFC" set of documents and the onus falls to the Trade Partner for a specific division, the project changes into a Design Build delivery method. After conversation between Joe & Josh on 5/12/2023, it was clear this was not expected to be mitigated within the near future. The impact of this Design Build delivery method will be defined below after the following brief explanation; When a Trade Partner needs to request, formally request Architectural Drawings (Please see attached SCC RFI #3 – Attachment #3) to coincide with incomplete currently provided Structural Drawings in order to request Shop Drawings for Form Work & Reinforcement, yet be unprofessionally berated at our meeting held on 5/10/2023 (Not listing the remaining several variables needed to complete this project outside of C&D), this creates a demand of SCC to provide Design Build based questions to complete the Division 3 scope. Cost Impact = \$275,000.00

Time Impact = T.B.D. (Upon receiving a complete set of documents)

4. Accelerated Schedule. This project at it's current state will clearly need to be delivered with a Project Team developed Accelerated Schedule, including all Trade Partners. This will be necessary to alleviate CCI's onus with regards to Liquidated Damages to FCC & WPWMA. This will subsequently create a demand of all Trade Partners which needs to be addressed at the Project Teams earliest opportunity. Furthermore, this type of environment will trickle down to all of SCC's suppliers & Trade Partners to expedite Shop Drawings & Submittals in which SCC will pay a premium to provide to CCI. This should be passed onto WPWMA & the Design Team. Please see the attached (Attachment #4) for use as an individual example of what this project will incur if this concern is left unmitigated.

Cost Impact = \$250,000.00

Time Impact = T.B.D. (Upon receiving a complete set of documents)

 Change Orders. SCC requested a 15% markup on all Change Orders during initial Trade Partner agreement negotiations, this request was denied in CCI's Trade Partner agreement response received on 5/10/2023. With the above concerns stated, SCC is formally requesting the Change Order percentage to be 15%. Please advise.

Furthermore, upon receipt reply of this email this should be discussed as a Team to insure All Trade Partners are equitably understanding of the demands the above concerns create. Please advise. Cost Impact = T.B.D. Time Impact = T.B.D. (Upon receiving a complete set of documents)

Please review the above list and conclude how CCI would like to coordinate these variables with the Projects Owner and Design Team. If CCI is desiring SCC to enter into a Contractual Agreement preceding sufficient Project Documents the project will need to be Rebid with Real Time/Current Information.

Please feel free to send this correspondence to WPWMA & Design team to allow for a transparent view for the need of a complete set of documents. As this was the perception CCI created at our PreCon Kick Off meeting on 4/13/2023, hence the reasoning SCC has been unable to provided further efforts towards this project. When the IFC set was supplied to SCC on 5/5/2023, it was clear this set of documents is not what it has been, or what is was portrayed to be. Please see PCC code 1104 for further information & support if needed. The timeclock on all Milestones expressed to date shall be reset once the Project Team receives clearly defined direction & documents.

SCC will await CCl's response to this correspondence prior to proceeding with responding to items received in the revised Trade Partner agreement received from Phil Frank on 5/10/2023.

SCC looks forward to a response in which we can build a mutually beneficial & equitable Partnership based upon Honor.

Look forward to your soonest reply.

Let me know if you have any questions.

Thank you

JOE SKUTLEY 530.695.6289 OFFICE 530.695.6290 Fax 916.871.6679 MOBILE JOE@SKUTLEYCONTRACTINGCORP.COM



CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463

This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use, dissemination, distribution, disclosure or copying of this communication is *strictly* prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

From: Joe Skutley
Sent: Friday, May 12, 2023 3:20 PM
To: Joshua Barnhorst <<u>jbarnhorst@cambridgecoinc.com</u>>
Subject: Timeline

Josh,

For your review.

Timeline of events. From Proposal to LOI to receiving the Contract

- 1. SCC provided proposal on 3/17/20203 @ 9:45am
- 2. SCC provided supporting Prebid documents as requested by CCI on 3/20/2023
- 3. CCI produced LOI to SCC on 3/27/2023 @ 2:24pm. Contract to follow shortly thereafter
- 4. CCI sent request for pre con kick off meeting on 4/7/2023 @ 10:23am
- 5. SCC Team members Gerry, Juan & Joe attended above pre con kick off meeting on 4/13/2023, as requested by CCI
- 6. CCI provided SCC the first version of the Contract/Trade Partner Agreement on 4/18/2023 @ 12:35pm
- 7. SCC returned Contract/Trade Partner Agreement to CCI on 4/28/2023 @ 8:18am, with SCC markups
- 8. SCC had a phone conversation with CCI's legal counsel on 5/5/2023 @ 11:00am. At that time CCI's counsel informed SCC there was no executed Prime Contract.
- 9. SCC met with CCI Superintendent onsite on 5/8/2023 @ 9:00am.
- 10. SCC received the Prime Contract on 5/9/2023 @ 10:05am. This Document shows a portion of C&D being completed by 6/15/2023 (Including Curing).
- 11. SCC met with CCI Project Manager & Superintendent on 5/10/2023 @ 7:00am.
- 12. The current Contract value is not Commensurate with the risk of Liquidated damages CCI is seeking, or as listed in the Prime Contract.

Let me know if you have any questions.

Thank you

JOE SKUTLEY 530.695.6289 OFFICE 530.695.6290 FAX 916.871.6679 MOBILE JOE@SKUTLEYCONTRACTINGCORP.COM



CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463

This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use, dissemination, distribution, disclosure or copying of this communication is *strictly* prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

EXHIBIT 10

Stephen McCutcheon

From:	Juan Rojas
Sent:	Wednesday, June 21, 2023 4:10 PM
То:	Joe Skutley
Cc:	Liz Powell
Subject:	FW: Rebar Contractor

As requested, 15 of 18 emails received from Ashley Keepers.

JUAN ROJAS 530.695.6289 OFFICE 530.695.6290 Fax 916.696.0866 Mobile JUAN@SKUTLEYCONTRACTINGCORP.COM



CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463

This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use, dissemination, distribution, disclosure or copying of this communication is *strictly* prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

From: Ashley Keepers <akeepers@cambridgecoinc.com> Sent: Monday, May 15, 2023 2:16 PM To: Juan Rojas <Juan@skutleycontractingcorp.com> Subject: RE: Rebar Contractor

Thanks!

Dvkdn | 1 hhshuv# DVVIVWDQW#SURMHFW# DQDJHU#

CAMBRIDGE COMPANIES | Design-Build Solutions New Address: 14201 N. 87th Street, Suite 135, Scottsdale, AZ 85260 500 E. Ridge Road, Suite 202, Griffith, IN 46319 Mobile (480) 679-8310 akeepers@cambridgecoinc.com | www.cambridgecompaniesinc.com

From: Juan Rojas <<u>Juan@skutleycontractingcorp.com</u>>
Sent: Monday, May 15, 2023 1:59 PM
To: Ashley Keepers <<u>akeepers@cambridgecoinc.com</u>>
Subject: Re: Rebar Contractor

Hi Ashley,

Camblin Steel Services will be our rebar Trade Partner for this project.

1

Thanks,

Juan Rojas 530.695.6289 Office 530.695.6290 Fax 916.696.0866 Mobile Juan@SkutleyContractingCorp. com

Image

CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463 This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use, dissemination, distribution, disclosure or copying of this communication is strictly prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

From: Ashley Keepers <<u>akeepers@cambridgecoinc.com</u>> Sent: Monday, May 15, 2023 1:52:07 PM To: Juan Rojas <<u>Juan@skutleycontractingcorp.com</u>> Subject: Rebar Contractor

Juan,

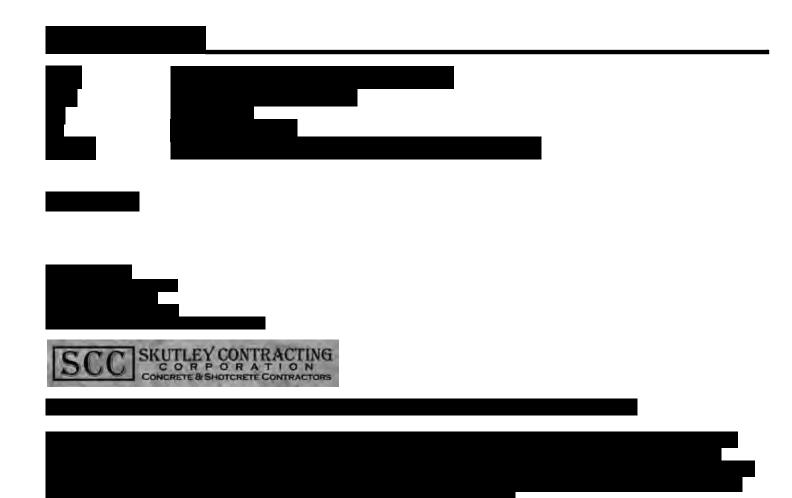
Who is the Rebar contractor you are using?

Thanks,

Dvkdn | #hhshuv# DVVIVWDQW#SURMHFW# DQDJHU

CAMBRIDGE COMPANIES | Design-Build Solutions New Address: 14201 N. 87th Street, Suite 135, Scottsdale, AZ 85260 500 E. Ridge Road, Suite 202, Griffith, IN 46319 Mobile (480) 679-8310 akeepers@cambridgecoinc.com | www.cambridgecompaniesinc.com

EXHIBIT 11



Juan Rojas <Juan@skutleycontractingcorp.com> Sent: Monday, May 22, 2023 9:56 AM To: Ashley Keepers <akeepers@cambridgecoinc.com> Cc: Joshua Barnhorst <jbarnhorst@cambridgecoinc.com>; Michael Cahill <mcahill@cambridgecoinc.com>; Jesse Wirtz <Jesse@skutleycontractingcorp.com>; Joe Skutley <Joe@skutleycontractingcorp.com> Subject: RE: FCC-WPWMA - Response to RFI for C&D Building CIP Wall

Hi Ashley,

Any updates on the items below? Please advise.

Thanks,

JUAN ROJAS 530.695.6289 OFFICE 530.695.6290 FAX 916.696.0866 MOBILE <u>JUAN@SKUTLEYCONTRACTINGCORP.COM</u>



CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463

This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use, dissemination, distribution, disclosure or copying of this communication is *strictly* prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

From: Juan Rojas Sent: Wednesday, May 17, 2023 7:21 AM To: Ashley Keepers <<u>akeepers@cambridgecoinc.com</u>> Cc: Joshua Barnhorst <<u>jbarnhorst@cambridgecoinc.com</u>>; Michael Cahill <<u>mcahill@cambridgecoinc.com</u>>; Jesse Wirtz <<u>Jesse@skutleycontractingcorp.com</u>>; Joe Skutley <<u>Joe@skutleycontractingcorp.com</u>>; Jesse Wirtz Subject: RE: FCC-WPWMA - Response to RFI for C&D Building CIP Wall

Good Morning Ashley,

Please note my comments below:

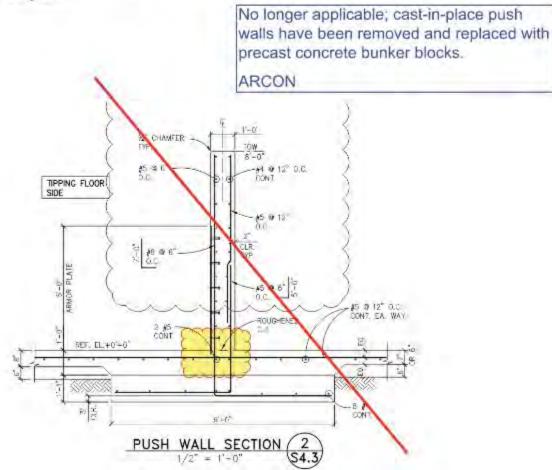
- 1. Will VDRS confirm the dimensions provided by Arcon Structural Engineers?
- 2. Are we to build the concrete walls based on these red-lined dimensions? Please advise.
- 3. Question No. 2 (Snapshots below) was not addressed in this RFI, and clarification of the TOW Corbel is needed. Will this portion of our question be resubmitted? Please advise.
- Provide the missing top of wall elevation and end of wall termination dimensions for walls between Gridlines 4-7 snapshot below. 10.827 18.076¹



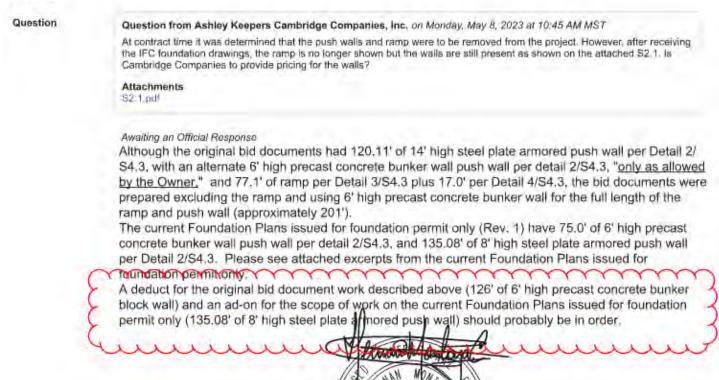
- 2. Please confirm the that only the Highlighted Green portion of concrete walls will receive the Corbel TOW per E A/S4.3 per snapshots below.
 - 4. Also, the response to question's 4 and 5, (Snapshot Below) is that the Push Walls are no longer applicable, and replaced with precast concrete bunker blocks. With this being said, has the remaining 8' Armored Wall as shown on the Rev 1 Drawings, been completely eliminated? Per the Push Walls RFI #25 response (Snapshot below), it's noted that 135.08' of 8' high steel plate armored push walls should probably be in order. Clarification and formal direction are needed.

Question Continued:

- Push Wall Detail 2/S4.3 indicates that the 8'-0" High Amor Plate to be embedded into concrete slab-on-grade. Ple provide an embedment dimension.
- The Amor Plate installation cannot be installed after slab-on-grade concrete placement as shown on detail 2/S4.3. Contractor recommends walls to be placed prior to slab-on-grade concrete placement. Please confirm this is structurally acceptable.



Activity



Feel free to contact me with any questions,

Thanks,

JUAN ROJAS

530.695.6289 OFFICE 530.695.6290 Fax 916.696.0866 Mobile JUAN@SkutleyContractingCorp.com



CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463

This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use, dissemination, distribution, disclosure or copying of this communication is *strictly* prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

From: Juan Rojas
Sent: Tuesday, May 16, 2023 3:15 PM
To: Ashley Keepers <akeepers@cambridgecoinc.com
Cc: Joshua Barnhorst <jbarnhorst@cambridgecoinc.com
; Michael Cahill <<u>mcahill@cambridgecoinc.com</u>; Jesse Wirtz
<<u>Jesse@skutleycontractingcorp.com</u>
Subject: RE: FCC-WPWMA - Response to RFI for C&D Building CIP Wall

Hi Ashley,

Received on our end, we will review and respond accordingly if additional information is required.

Please, also include Jesse on all RFI correspondence.

Thanks,

JUAN ROJAS 530.695.6289 OFFICE 530.695.6290 FAX 916.696.0866 MOBILE JUAN@SKUTLEYCONTRACTINGCORP.COM



CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463

This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use, dissemination, distribution, disclosure or copying of this communication is *strictly* prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

From: Ashley Keepers <<u>akeepers@cambridgecoinc.com</u>>
Sent: Tuesday, May 16, 2023 2:30 PM
To: Juan Rojas <<u>Juan@skutleycontractingcorp.com</u>>
Cc: Joshua Barnhorst <<u>ibarnhorst@cambridgecoinc.com</u>>; Michael Cahill <<u>mcahill@cambridgecoinc.com</u>>
Subject: FCC-WPWMA - Response to RFI for C&D Building CIP Wall

Juan,

Please see the attached RFI response for the C&D Building CIP Wall. I also sent you the response through Procore.

Thank you,

Dvkdn | #Nhhshuv# DVVIVWDQ W#SUR MHFW# DQ DJ HU#

CAMBRIDGE COMPANIES | Design-Build Solutions New Address: 14201 N. 87th Street, Suite 135, Scottsdale, AZ 85260 500 E. Ridge Road, Suite 202, Griffith, IN 46319 Mobile (480) 679-8310 akeepers@cambridgecoinc.com | www.cambridgecompaniesinc.com

EXHIBIT 12

From:	Jerry Bueno
To:	<u>Megan Villalobos; Toalei Talataina</u>
Subject:	Re: WPWMA Recycling - proposal
Date:	Tuesday, May 30, 2023 10:17:54 AM
Attachments:	image001.png

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Megan,

Can you give me a call. Need to go over you scope and get you started on shop drawings.

Thank you,

Jerry Bueno (909)-855-0818 DEMCON CONCRETE

From: Jerry Bueno <jerry@demcon.us>
Sent: Monday, May 22, 2023 5:09 PM
To: Jerry Bueno <jerrybueno1@yahoo.com>
Subject: Fw: WPWMA Recycling - proposal

From: Ed Stoughton <ed@demcon.us>
Sent: Friday, May 19, 2023 1:53 PM
To: Jerry Bueno <jerry@demcon.us>; Derek Leffler <derek@demcon.us>
Subject: Fwd: WPWMA Recycling - proposal

Rebar quote

Ed Stoughton Vice President

M. <u>(619) 518-9755</u> ed@demcon.us

Demcon Concrete Contractors, Inc. 13795 Blaisdell Pl. #202 Poway, CA 92064 www.demconconcrete.com

From: Megan Villalobos <Megan.Villalobos@camblinsteel.com> Sent: Friday, May 19, 2023 11:40 AM To: Ed Stoughton <ed@demcon.us> Subject: FW: WPWMA Recycling - proposal

See attached & confirm receipt

Megan Villalobos | Bid Coordinator Camblin Steel Service, Inc. | 548 Gibson Dr., Suite 150, Roseville, CA 95678 Office: +1 (916) 644-1300 ext. 2035/Cell (916)250-9993 | megan@camblinsteel.com | www.camblinsteel.com



Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipients and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

From: Megan VillalobosSent: Wednesday, May 17, 2023 7:51 AMTo: jerrybueno@yahoo.com; jerry@devcon.usSubject: WPWMA Recycling - proposal

See attached

Megan Villalobos | Bid Coordinator Camblin Steel Service, Inc. | 548 Gibson Dr., Suite 150, Roseville, CA 95678 Office: +1 (916) 644-1300 ext. 2035/Cell (916)250-9993 | megan@camblinsteel.com | www.camblinsteel.com



Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipients and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

EXHIBIT 13

From:	Jerry Bueno
То:	Megan Villalobos
Cc:	Ed Stoughton; Toalei Talataina; Alfred Arteaga
Subject:	Re: BCA2301 FCC WPWMA Recycling Building Project Rescind Letter
Date:	Tuesday, May 30, 2023 4:53:53 PM
Attachments:	image001.png
	Western Placer CD ARCH STRUCT - For Pricing Only 05 19 23(1).pdf

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Megan,

Please provide the cost for the 5-19-23 plan changes ASAP for approval.

Jerry Bueno 909-855-0818 DEMCON CONCRETE

From: Megan Villalobos <Megan.Villalobos@camblinsteel.com>
Sent: Tuesday, May 30, 2023 2:59 PM
To: Jerry Bueno <jerry@demcon.us>
Cc: Ed Stoughton <ed@demcon.us>; Toalei Talataina <toalei@demcon.us>; Alfred Arteaga <alfred@demcon.us>

Subject: RE: BCA2301 FCC WPWMA Recycling Building Project -- Rescind Letter

Thank you – please send a NTP stating that the cost of shop drawings will be covered if job doesn't proceed or send subcontract. Also please fill out the attached credit app so I can get you setup in our system.

Megan Villalobos | Bid Coordinator Camblin Steel Service, Inc. | 548 Gibson Dr., Suite 150, Roseville, CA 95678 Office: +1 (916) 644-1300 ext. 2035/Cell (916)250-9993 | megan@camblinsteel.com | www.camblinsteel.com



Confidentiality Notice: This e-mail message, including any attachments, is for the sole use of the intended recipients and may contain confidential and privileged information. Any unauthorized review, use, disclosure, or distribution is prohibited. If you are not the intended recipient, please contact the sender by reply email and destroy all copies of the original message.

From: Jerry Bueno <jerry@demcon.us>

Sent: Tuesday, May 30, 2023 2:38 PM

To: Megan Villalobos < Megan. Villalobos@camblinsteel.com>

Cc: Ed Stoughton <ed@demcon.us>; Toalei Talataina <toalei@demcon.us>; Alfred Arteaga <alfred@demcon.us>

Subject: Fw: BCA2301 FCC WPWMA Recycling Building Project -- Rescind Letter

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Megan,

Attached is the rescind letter from the GC.

Thank you, Jerry Bueno 909-855-0818 DEMCON CONCRETE

Megan,

Attached is the rescind letter.

```
----- Forwarded Message -----

From: "Joshua Barnhorst" <jbarnhorst@cambridgecoinc.com>

To: "Jerry Bueno" <jerrybueno1@yahoo.com>

Cc:

Sent: Tue, May 30, 2023 at 1:32 PM

Subject: BCA2301 FCC WPWMA Recycling Building Project -- Rescind Letter

Jerry,
```

Per our conversation, here it the rescind letter to the previous Concrete Contractor that was provided an LOI and never executed a contract agreement with us.

Let me know if you need anything further to ensure submittals are procured right away.

Thanks,

Josh Barnhorst, Project Manager

CAMBRIDGE COMPANIES \ Design-Build Solutions

New Address: 14201 N. 87th Street, Suite 135, Scottsdale, AZ 85260 500 E. Ridge Road, Suite 202, Griffith, IN 46319 Mobile (623)428-4223 jbarnhorst@cambridgecoinc.com \ www.cambridgecoinc.com

Arizona License #: Cambridge Companies Inc.; ROC200849

California License #: Cambridge Companies, Inc.; 939353 Florida License #: Cambridge Builders, Inc.; CGC1509066 Nevada License #: Cambridge Companies, Inc.; 0079154 Oregon License #: Cambridge Companies, Inc.; CCB 202210

SCOPE OF WO	RK			LIST OF DEFERRED SUBMITTALS	
THIS IS A NON-SEPARATED OCCUPANCY BUILDING COMPLYING WITH SECTION 508.3 (THIS BUILDING FROM ANY OTHER EXISTING AND/OR PROPOSED BUILDING AND FROM STORY, ACCORDING TO SECTION 507.1-507.4, THE BUILDING HAS AN UNLIMITED ARE. "CANOPY"/HIGH ROOF COVER, COVERS AUTOMATED EQUIPMENT THAT SEPARATES VA ENVIRONMENTAL RECIRCULATION. THIS "CANOPY" AREA IS WITHOUT PERIMETER/EXTERIOR WALLS. THE OTHER PART OF BEARING WALLS SURROUNDING THE 2 OFFICES, TOILETS, BREAK ROOM & COMPRESSO TO OVERSEE & MAINTAIN THE EQUIPMENT AND PERSONNEL. THERE IS NO MANUFACT PART OF THIS BUILDING; THUS THE BUILDING WAS DESIGNED AN 5 OCCUPANCY FOR BE REMOVED UNDER SEPARATE PERMIT). THE EXISTING CANOPY IS TO BE REPLACED REMAINDER OF THE BUILDING, i.e.: TOILETS, OFFICES, BREAK ROOM AND COMPRESSO WILL HOUSE THE SUPERVISORY CREW FOR THOSE WHO OVERSEE & MAINTAIN ENVIRO THE COMPRESSORS OPERATE THE RECIRCULATING EQUIPMENT. THERE WILL NEVER BE		Y PROPERTY LINE AND BECAUS THE PORTION OF THE BUILDING DUS BUILDING MATERIALS INTO HE BUILDING IS COMPOSED OF ROOM. THERE WILL BE CONTINU ING NOR FABRICATING THAT TA HAT AREA UNDER THE EXISTING S SHOWN WITH THE NEW-LARG ROOM ARE JUST AS THE NAME IENTAL RECIRCULATING EQUIPME	SE IT IS ONE (SINGLE) G THAT FALLS UNDER DISTINCT PILES FOR 8" CMU EXTERIOR GENT OF 15 PERSONS AKES PLACE IN ANY G CANOPY (WHICH WILL ER CANOPY. THE IS IMPLY. THE OFFICES ENT.	 C & D CANOPY PRE-ENGINEERED METAL BUILDING. COMPRESSOR EQUIPMENT AND ANCHORAGE. C & D RECYCLING EQUIPMENT POWER. FIRE SPRINKLERS. 	
PROJECT INFOR	RMATION	CODE DATA		PROJECT DATA	
PROJECT NAME:	WESTERN PLACER MATERIAL RECOVERY FACILITY	C&D CANOPY BUILDING OCCUPANCY :	STORAGE GROUP S-1 (RECYCLE MATERIALS	EXISTING MRF BUILDING AREA	
OWNER:	WESTERN PLACER WASTE MANAGEMENT AUTHORITY		SORTING & STORAGE)	EXISTING RECEIVING AREA: $\pm 55,147$ SF EXISTING PROCESSING AREA: $\pm 93,777$ SF	
ADDRESS:	3033 FIDDYMENT ROAD ROSEVILLE, CA 95757	C&D ANNEX BUILDING OCCUPANCY :	BUSINESS GROUP $\int B$ (OFFICES) $ACCESSORY$	EXISTING LOAD-OUT AREA: $\pm 11,526$ SF	
APN:	017-063-001-000		UTILITY GROUP U (COMPRESSOR ROOM) OCCUPANCIES	EXISTING STORAGE AREA: $\pm 8,531$ SF	
BUILDING DEPARTMENT:	PLACER COUNTY	CONSTRUCTION TYPE:	TYPE IIB, SPRINKLED	EXISTING COMPOST AREA BUILDING: (2) RESTROOMS ±228 SF	
APPLICABLE CODES ORDINANCES, OR	2022 CALIFORNIA BUILDING CODE 2022 CALIFORNIA RESIDENTIAL CODE	BUILDING HEIGHT:	APPROXIMATE 59'-0"	ELECTRICAL ROOM ±348 SF	
APPROVAL REQUIRED:	2022 CALIFORNIA MECHANICAL CODE 2022 CALIFORNIA PLUMBING CODE	FIRE SPRINKLERED:	EXISTING TO BE MODIFIED & EXTENDED TO COMPLY THROUGHOUT WITH 2022 CBC, SECTION 903.3.1.1	TOTAL EXISTING BUILDING AREA: ±169,557 SF	
	2022 CALIFORNIA ELECTRICAL CODE 2022 CALIFORNIA FIRE CODE			NEW PHASE I C&D EXPANSION AREA	
	2022 CALIFORNIA ENERGY CODE 2022 CALIFORNIA GREEN BUILDING STANDARD CODE	STAND PIPES:	CLASS III	C&D FLOOR 64,513 SF	
CITY ZONE:	C-2 PUD	EXISTING VEHICLE PARKING:	102 STALLS	(2) RESTROOMS 108 SF	
ZONING DESIGNATION:	MISCELLANEOUS INDUSTRIAL	NEW VEHICLE PARKING PROVIDED:	104 STALLS INCLUDING 91 STANDARD STALLS,	(2) OFFICES 260 SF	
SIZE OF LOT:	±1,036,728 SQFT (±23.8 ACRES)		6 ACCESSIBLE STALLS (3 VAN ACCESSIBLE), 7 EVCS STALLS (1 STANDARD ACCESSIBLE AND	BREAKROOM 210 SF	
EXISTING SITE COVERAGE:			1 VAN ACCESSIBLE).	COMPRESSOR ROOM 895 SF	
	NEW BLDG. FOOTPRINT AREA= 65,986 SFEXISTING SITE COVERAGE= $\pm 23\%$	BIKE PARKING REQUIRED:	6 STALLS	TOTAL C&D BUILDING EXPANSION AREA: 65,986 SF	
SETBACKS: SOUTH:	367'-0"	BIKE PARKING PROVIDED:	7 STALLS	TOTAL BUILDING AREA: ±235,543 SF	
EAST/WEST: NORTH:	0VER 100'-0" 82'-0"			EXISTING C&D/GREEN WASTE ±(132,890 SF) PROCESSING AREA TO BE REMOVED	

WPWMA RECYCLING CENTER C & D BUILDING & EQUIPMENT CANOPY NOT FOR CONSTRUCTION

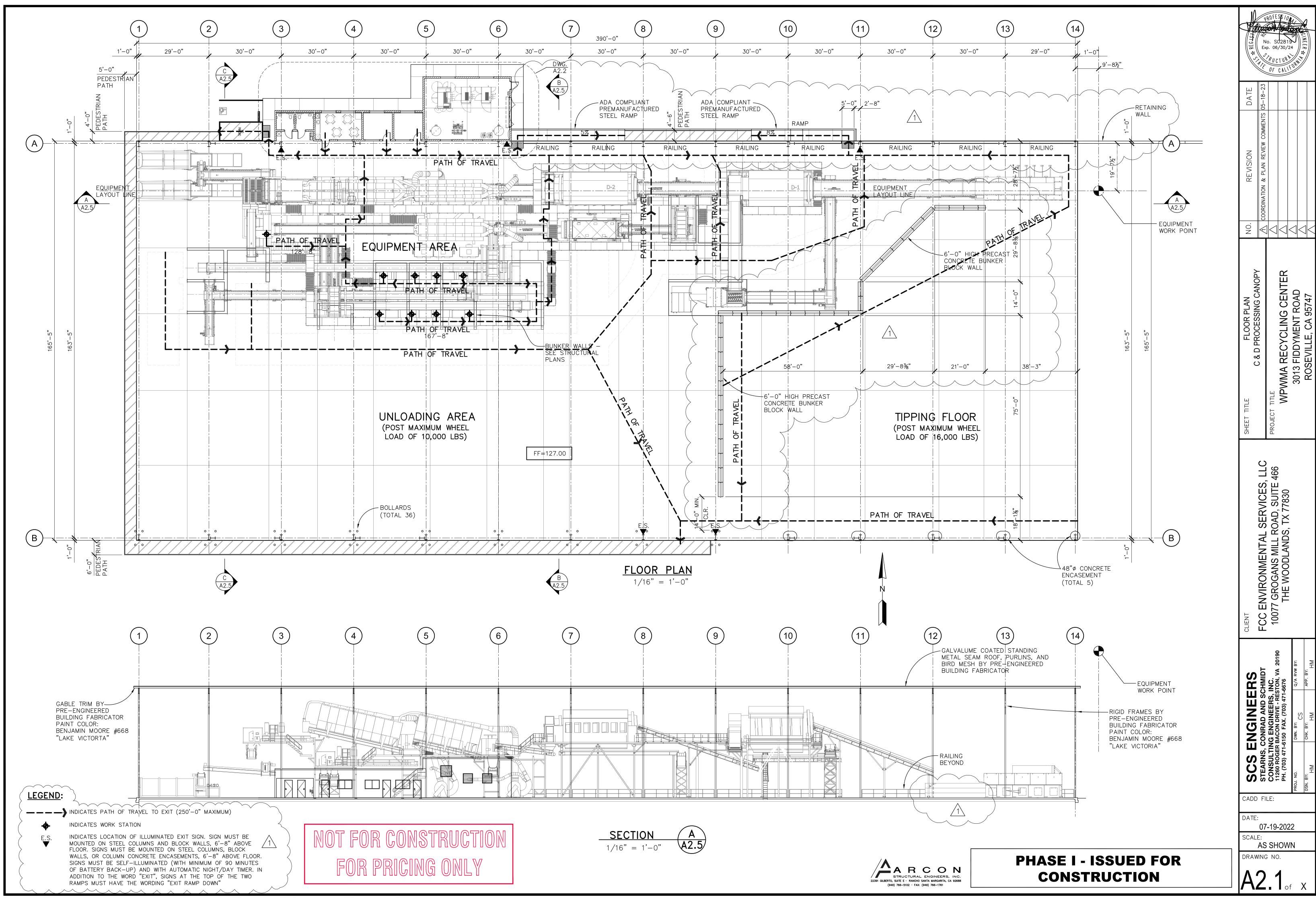
FOR PRICING ONLY



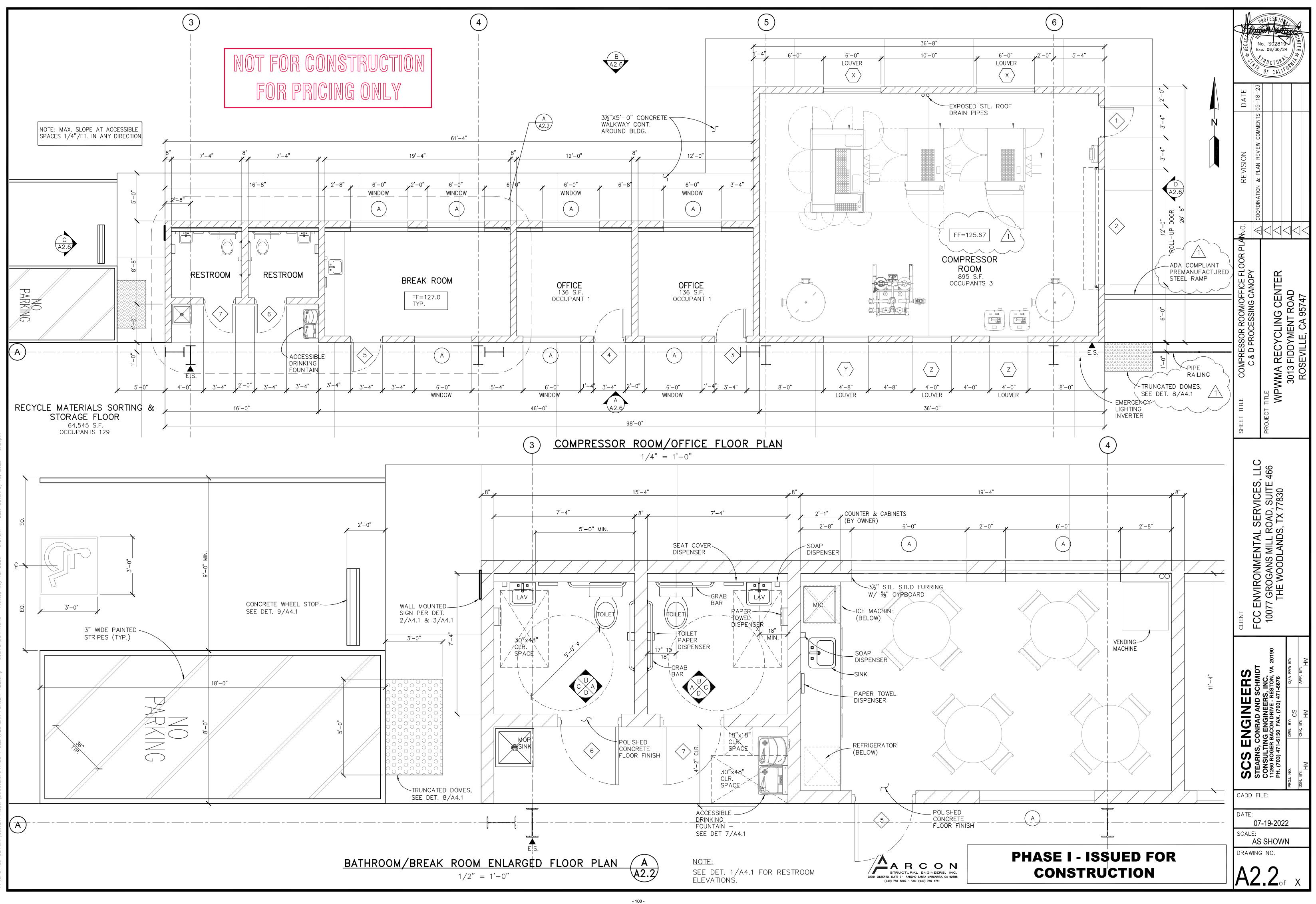
P2.2 P2.3 T24B 2.1 T24B 2.2		CADD FILE: DATE: 07-19-2022 SCALE: AS SHOWN DRAWING NO. DRAWING NO. A2.0 _{of}
M2.1 M2.2 P2.1	EQUIPMENT BASE PLATE LAYOUT COMPRESSOR ROOM / OFFICE FOUNDATION PLAN ROOF FRAMING PLAN C&D PROCESSING CANOPY COMPRESSOR ROOM / OFFICE ROOM FRAMING PLAN BUILDING SECTIONS SECTIONS WALL REINFORCING STRUCTURAL DETAILS STRUCTURAL DETAILS STRUCTURAL DETAILS STRUCTURAL DETAILS STRUCTURAL DETAILS MECHANICAL SPECIFICATION NOTES AND DETAILS MECHANICAL HVAC PLANS PLUMBING SPECIFICATION NOTES AND DETAILS	SCS ENGINEERS STEARNS, CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC. 11260 ROGER BACON DRIVE - RESTON, VA 20190 PH. (703) 471-6150 FAX. (703) 471-6676
A3.1 A3.2 A8.1 A8.1a A8.2 A8.4 A8.4a PHASE A2.0 A2.1 A2.2 A2.3 A2.4 A2.5 A2.6 A4.1 A4.2 A4.3 PHASE S0.1 S0.2 S2.1	ENLARGED RESTROOM FLOOR PLAN ENLARGED RESTROOM FLOOR PLAN SITE DETAILS SITE DETAILS RESTROOM DETAILS ACCESSIBILITY NOTES AND DETAILS ACCESSIBILITY NOTES AND DETAILS 1–C&D PROCESSING CANOPY ARCHITECTURAL TITLE SHEET FLOOR PLAN C&D PROCESSING CANOPY COMPRESSOR ROOM / OFFICE FLOOR PLAN ROOF PLAN C&D PROCESSING CANOPY COMPRESSOR ROOM / OFFICE ROOF PLAN BUILDING SECTIONS C&D PROCESSING CANOPY BUILDING SECTIONS C&D PROCESSING CANOPY ARCHITECTURAL DETAILS ARCHITECTURAL DETAILS ARCHITECTURAL DETAILS ARCHITECTURAL DETAILS STRUCTURAL GENERAL NOTES GENERAL STRUCTURAL DETAILS FOUNDATION PLAN C&D PROCESSING CANOPY	CLIENT FCC ENVIRONMENTAL SERVICES, LLC 10077 GROGANS MILL ROAD, SUITE 466 THE WOODLANDS, TX 77830
SHEET PHASE A0.0 A1.0 A1.1 A1.1a A2.0.1 A2.1	INDEX 1-ADA IMPROVEMENTS ACCESSIBILITY UPGRADE COVER SHEET EXISTING SITE PLAN ENLARGED PARTIAL SITE PLAN ENLARGED PARTIAL SITE PLAN EXISTING AND DEMOLITION OFFICE FLOOR PLAN PROPOSED OFFICE FLOOR PLAN	SHEET TITLE TITLE C & D PROCE PROJECT TITLE PROJECT TITLE

CENTER ROAD

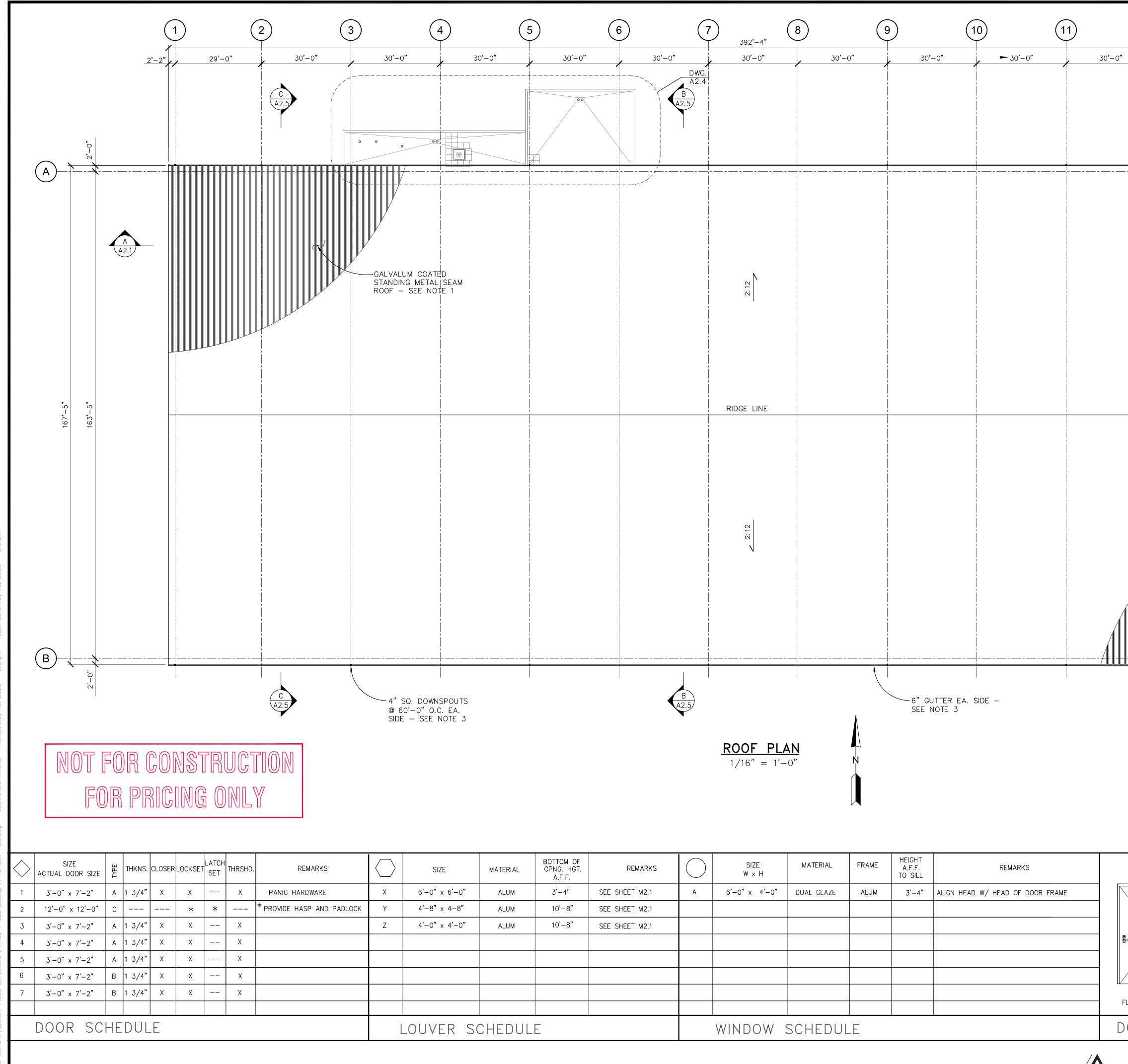
A R C O N STRUCTURAL ENGINEERS, INC. STRUCTURAL ENGINEERS, INC 22391 GILBERTO, SUITE E · RANCHO SANTA MARGARITA, CA 92688



ADFiles-Current\Western Placer\Structural\PHASE 1 C&D\WESTERN PLACER-A21.dwg User: CADSTATION3 Plotted: May 18, 2023 - 6: 3.3 pm Last Save: May 18, 2023 - 1



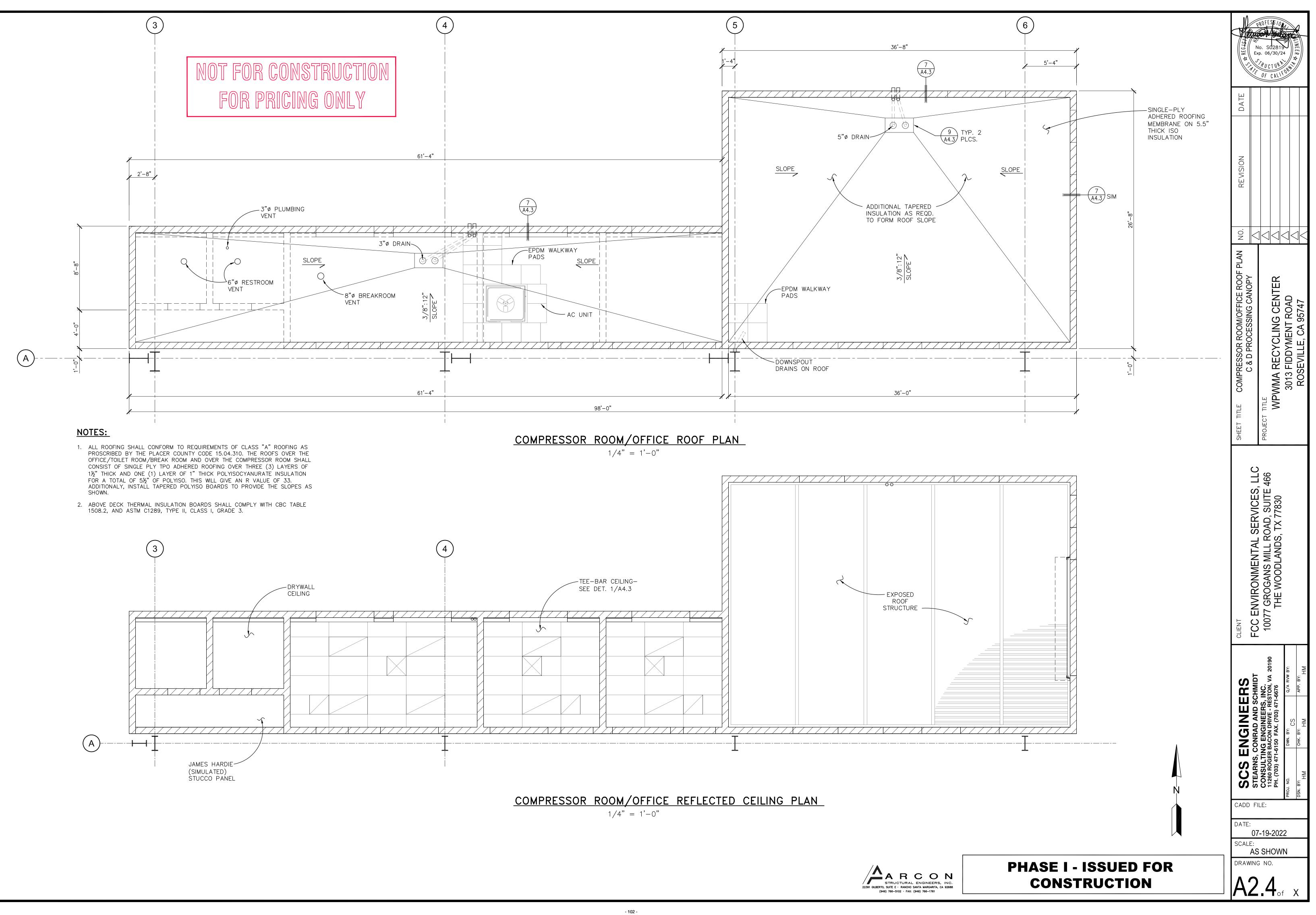
(CADFiles-Current/Western Placer/Structural/PHASE 1 C&D/WESTERN PLACER-A22.dwg User: CADSTATION3 Plotted: May 18, 2023 - 3:27pm Last Save: May 18, 2023 -

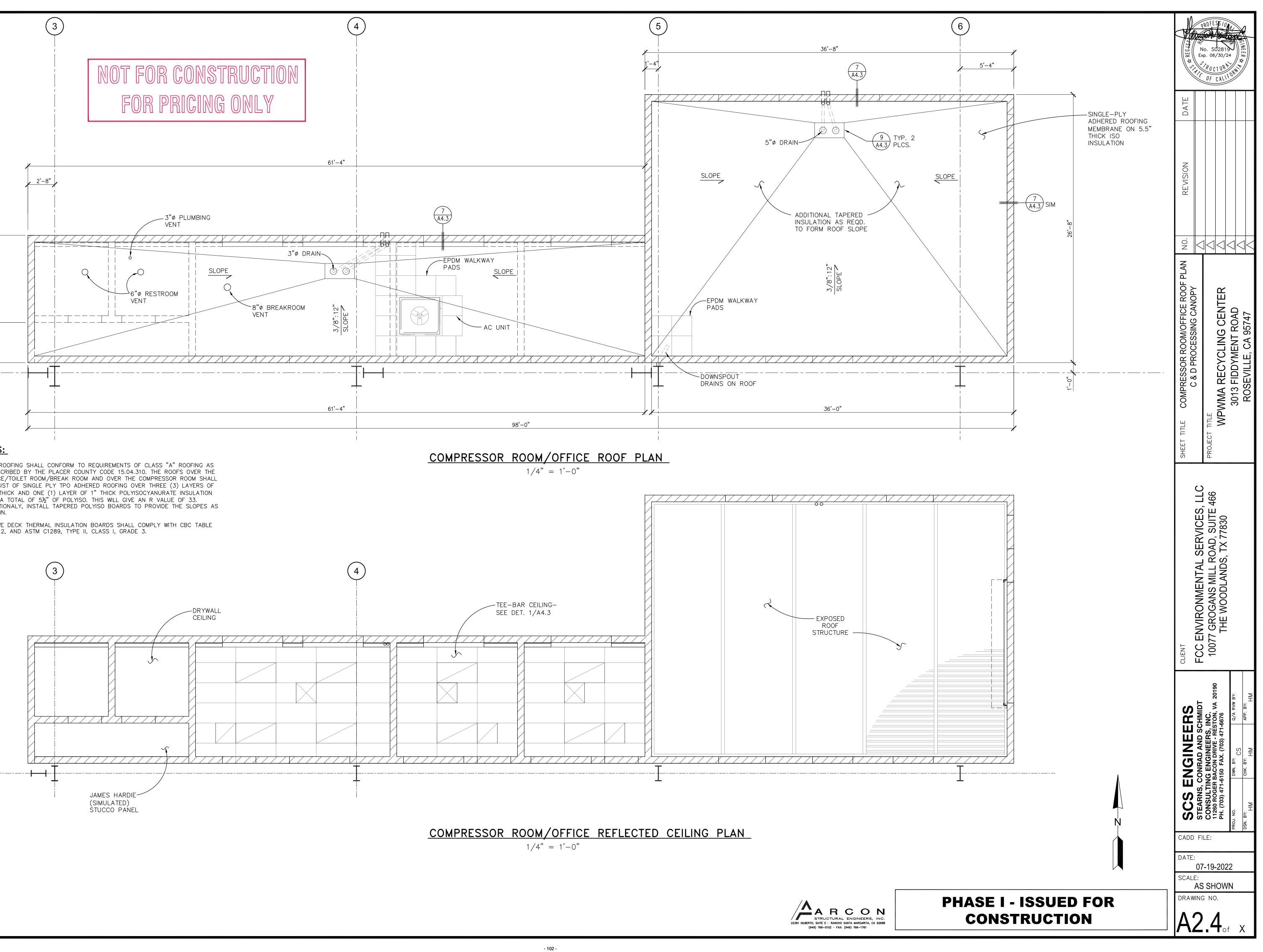


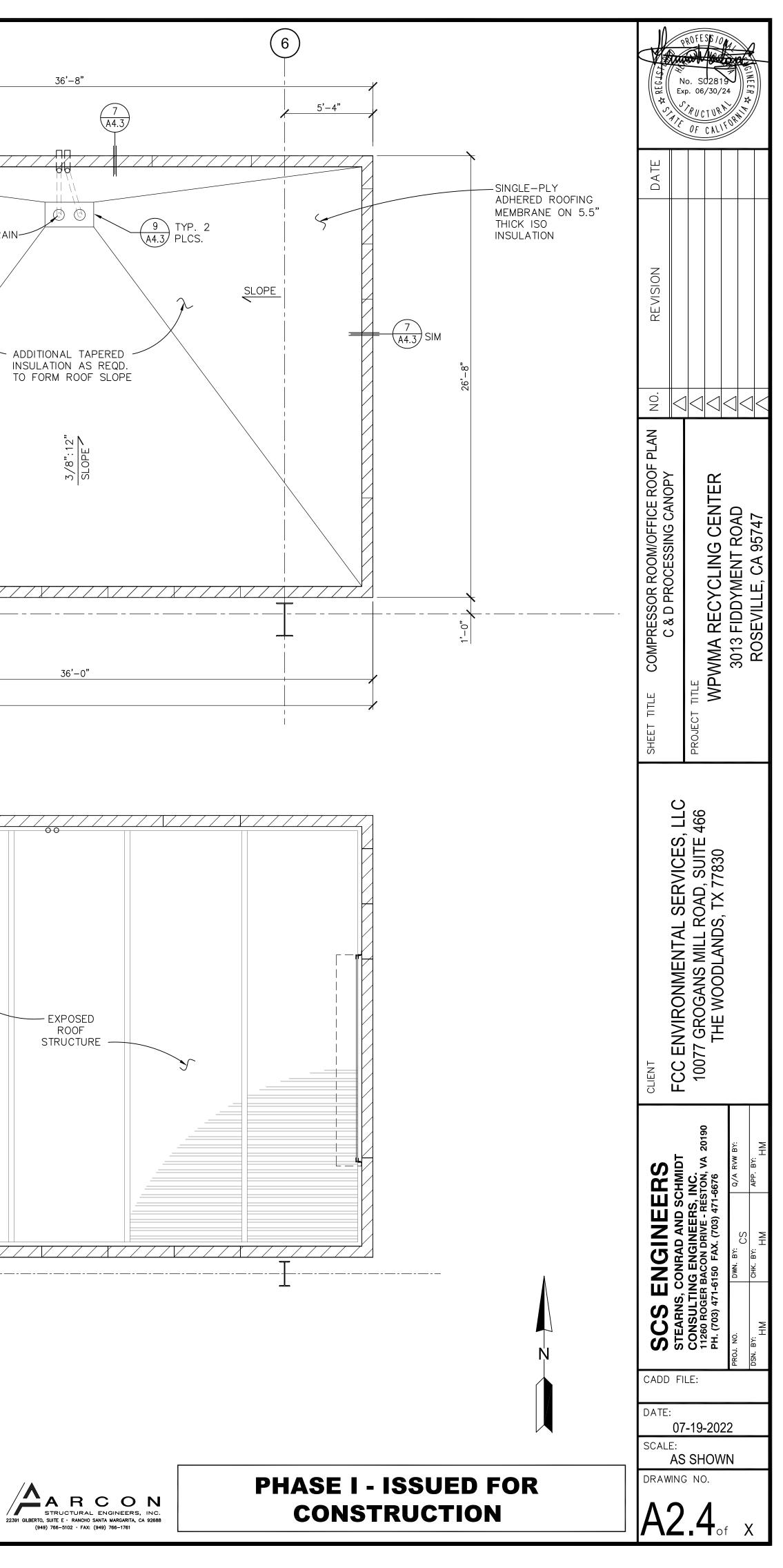
BOTTOM OF OPNG. HGT. A.F.F.	REMARKS	\bigcirc	SIZE W x H	MATERIAL	FRAME	HEIGHT A.F.F. TO SILL	REMARKS	
3'-4"	SEE SHEET M2.1	А	6'-0" x 4'-0"	DUAL GLAZE	ALUM	3'-4"	ALIGN HEAD W/ HEAD OF DOOR FRAME	
10'-8"	SEE SHEET M2.1							
10'-8"	SEE SHEET M2.1							
								FLU
-			WINDOW S	SCHEDUL	E			DC

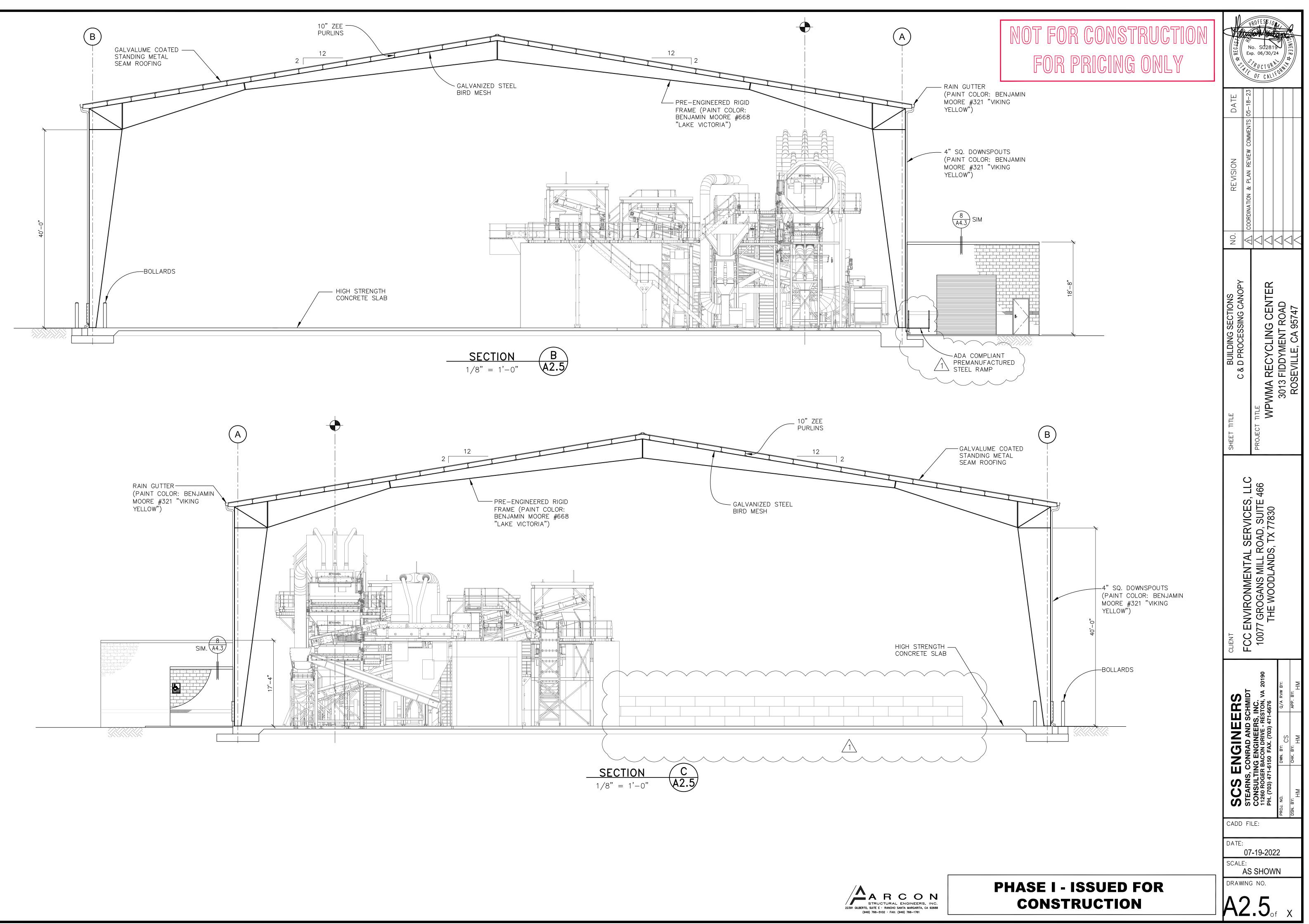


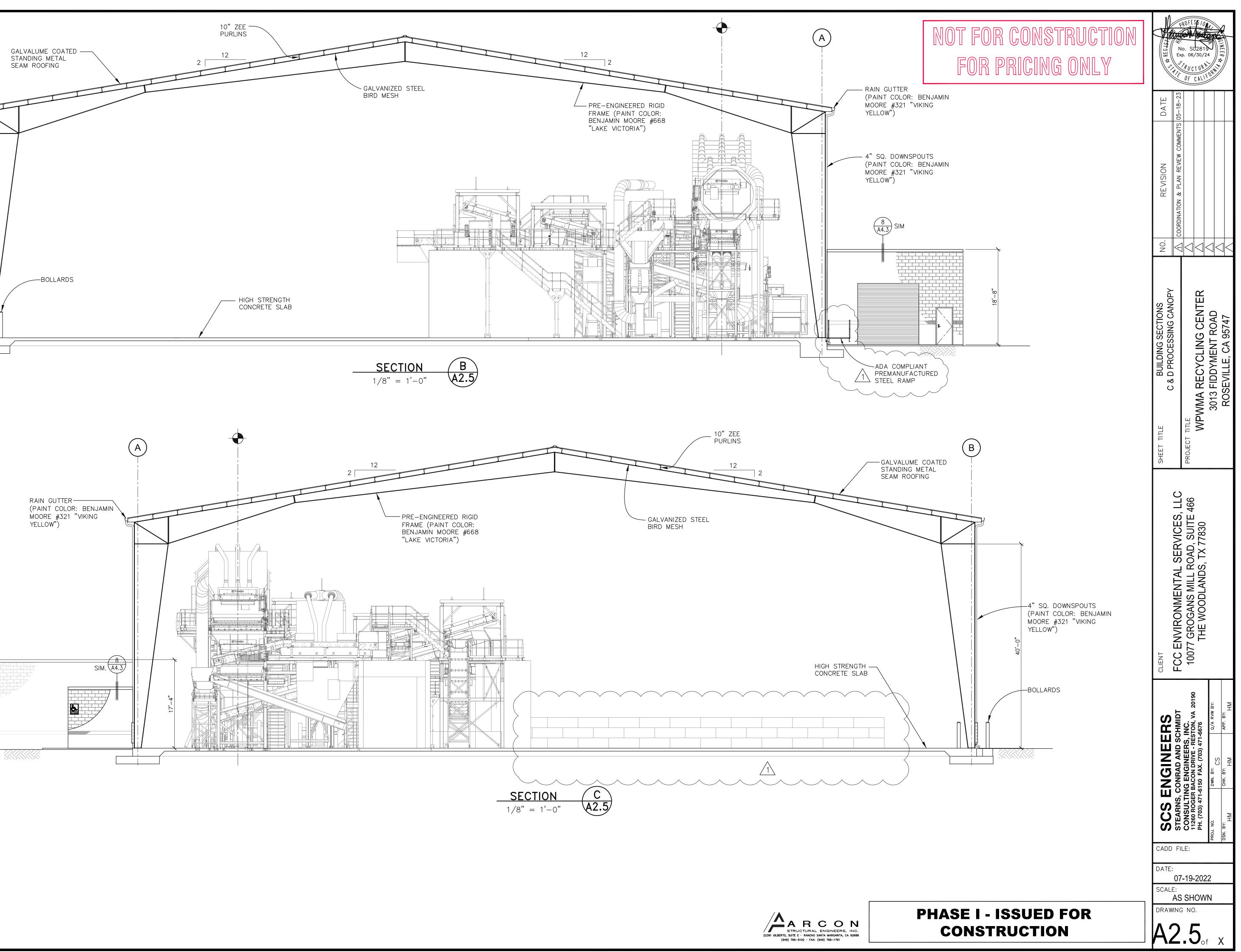
12 13 14 30'-0" 29'-0" 2'-2" A	AND FESSION PROFESSION No. SO2819 Exp. 06/30/24 S. PUCTURN FUCTURN FUCTURN TOF CALLFORNIT BEN S. PUCTURN TOF CALLFORNIT BEN S. PUCTURN S.
	NO. REVISION
	SHEET TITLE SHEET TITLE C & D PROCESSING CANOPY C & D PROCESSING CANOPY C & D PROCESSING CANOPY C & D PROCESSING CANOPY C & D PROCESSING CANOPY D PROCESSING CANOPY C & D PROCESSING CANOPY D PROCESSING CANOPY C & D PROCESSING CANOPY C & D PROCESSING CANOPY D PROCESSING CANOPY C & D PROCESSING CANOPY
GALVALUM COATED STANDING METAL SEAM ROOF – SEE NOTE 1	
A B C C C C C C C C C C C C C C C C C C	SS CONRAD AND SCHMIDT CONSULTING ENGINEERS, INC. 11260 ROGER BACON NA 20100 11260 ROGER BACON NA 20100 11260 ROGER BACON NA 20100 11260 ROGER BACON NA 20100 CADD FILE: DATE: DATE: DATE: 07-19-2022
PHASE I - ISSUED FOR CONSTRUCTION URAL ENGINEERS, INC. HANCHO SANTA MARCARITA, CA 92688 - FAX: (949) 766-1761	AS SHOWN DRAWING NO. A2.3 _{of X}



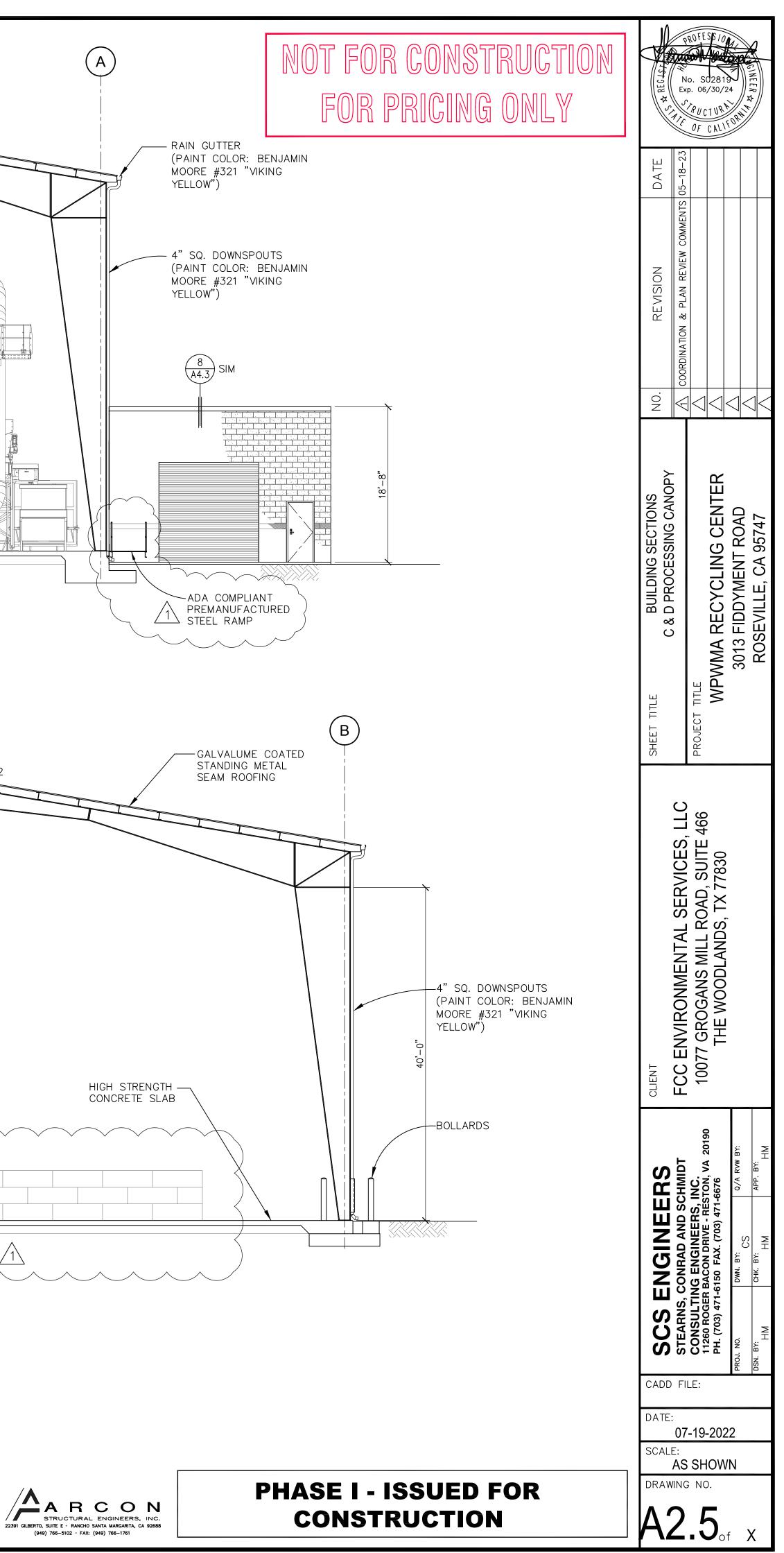


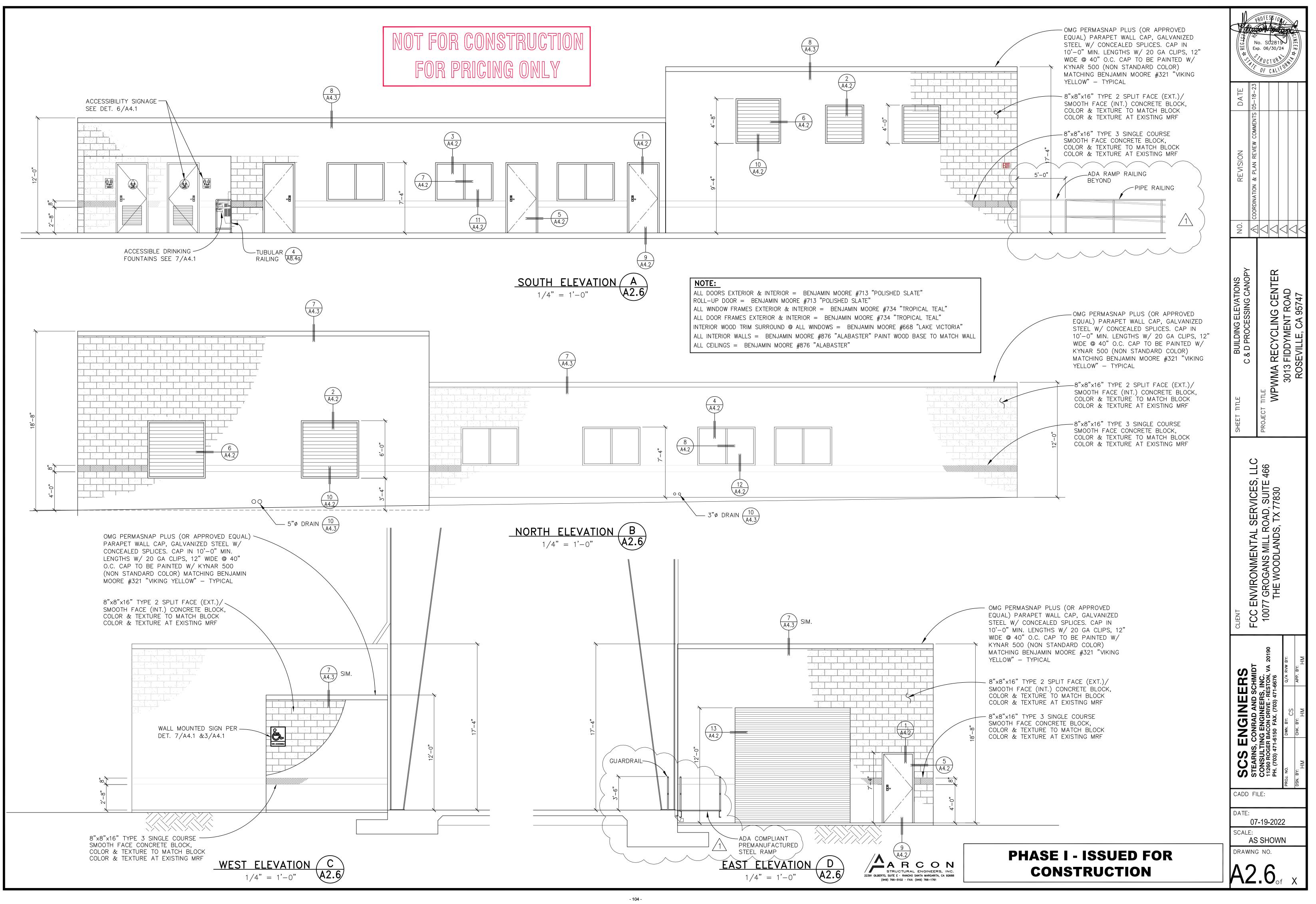


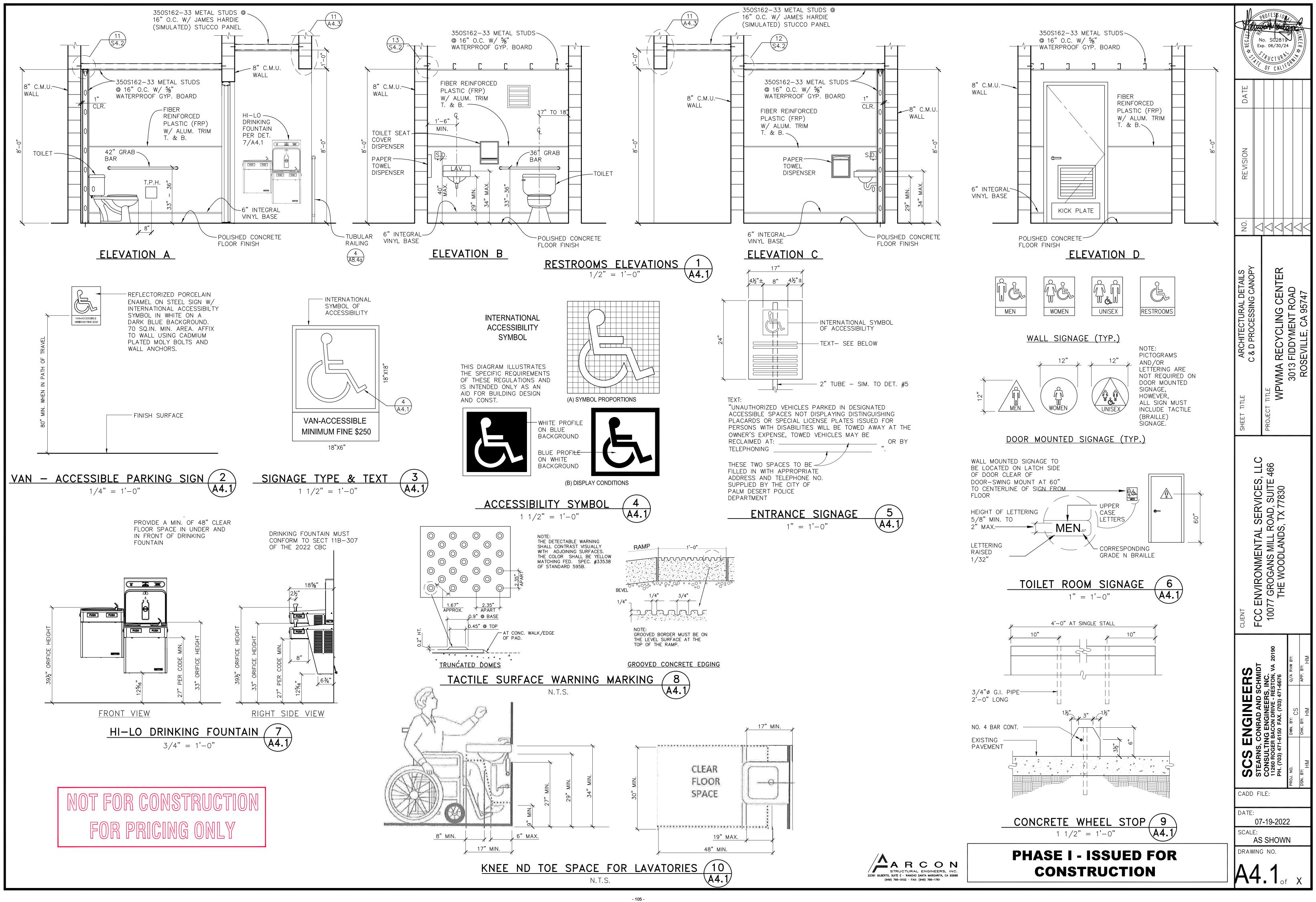




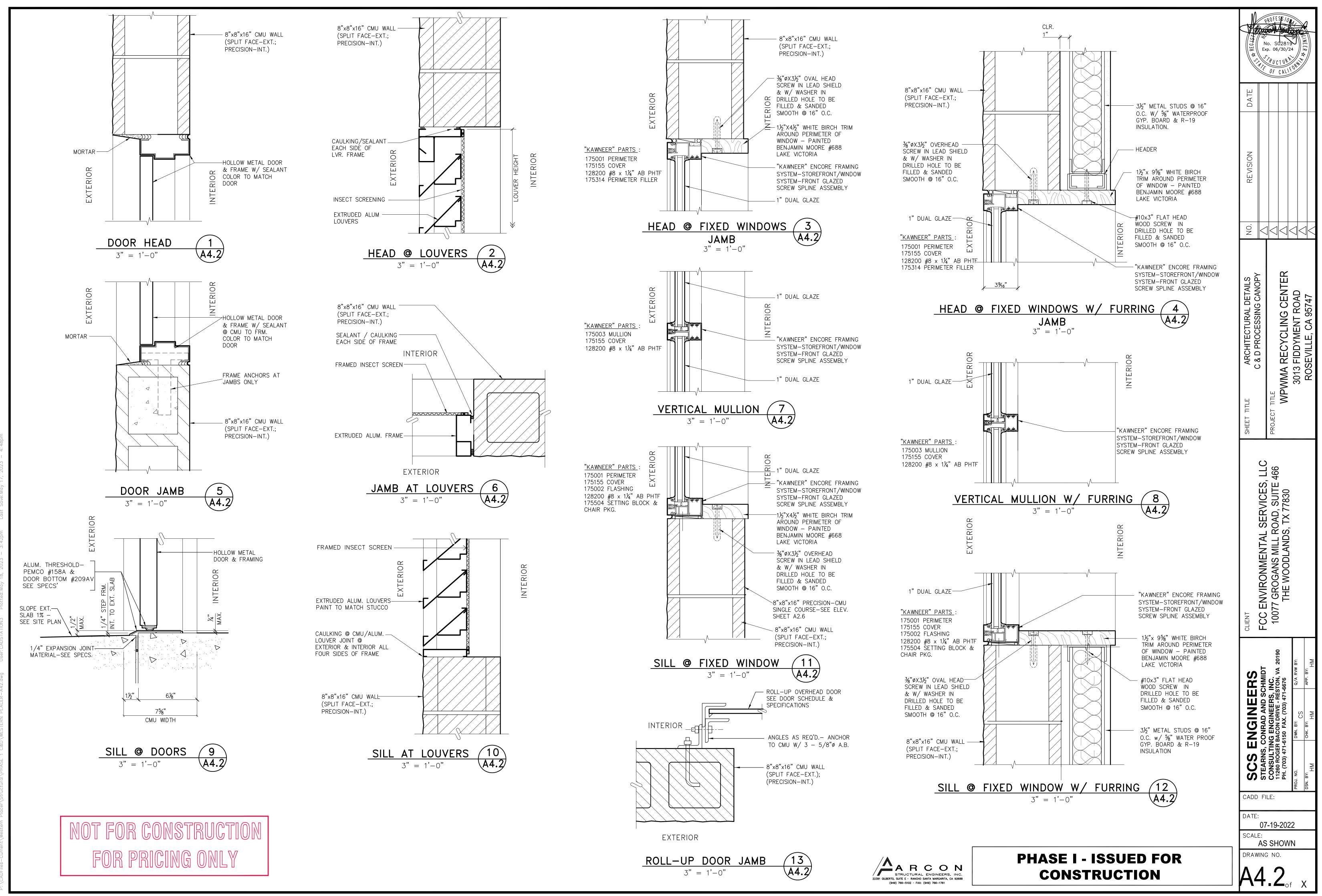




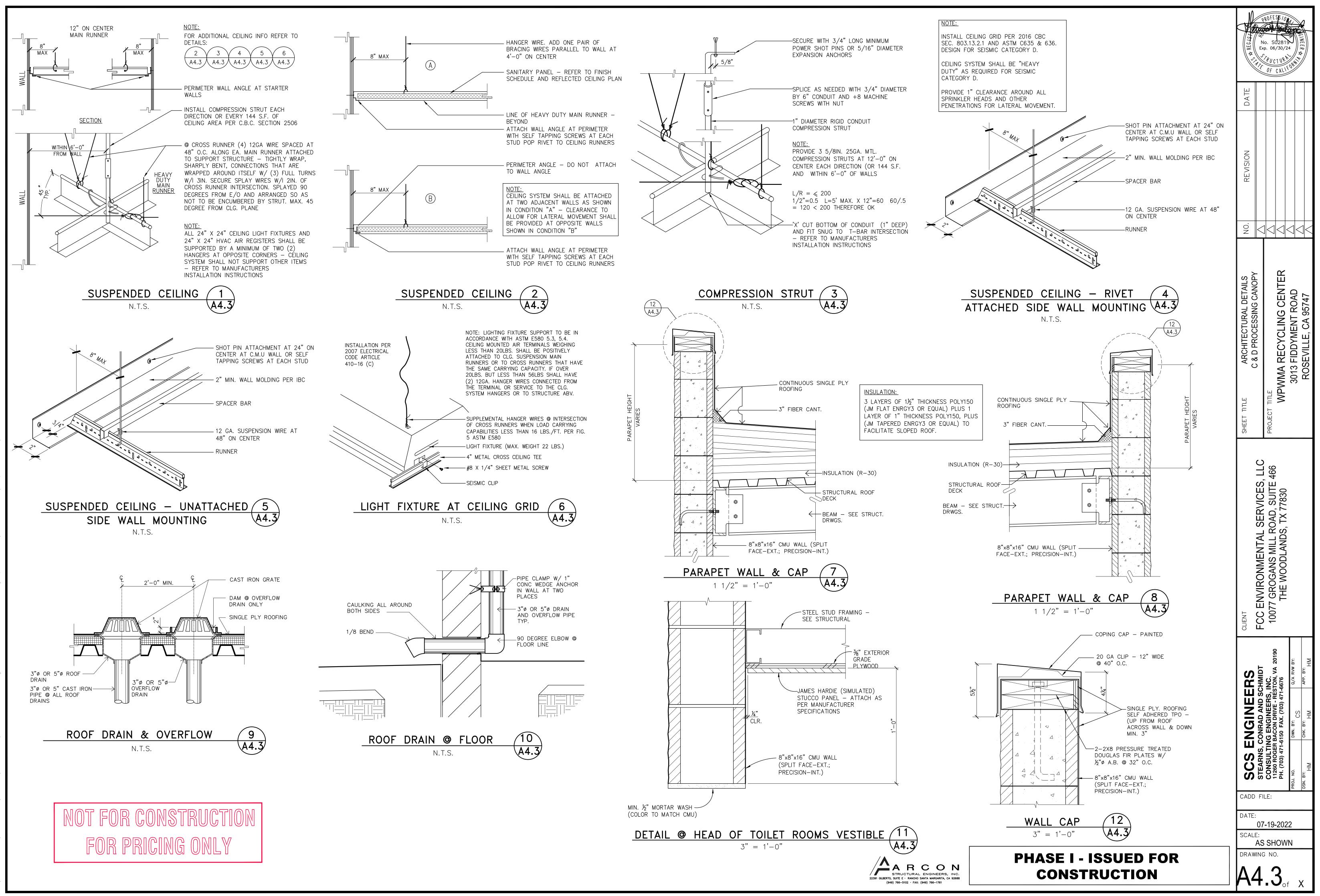




(CADFiles-Current\Western Placer\Structural\PHASE 1 C&D\WESTERN PLACER-A41.dwg User: CADSTATION3 Plotted: May 18, 2023 - 3: 28pm Last Save: May 12, 2023 - 9: 58



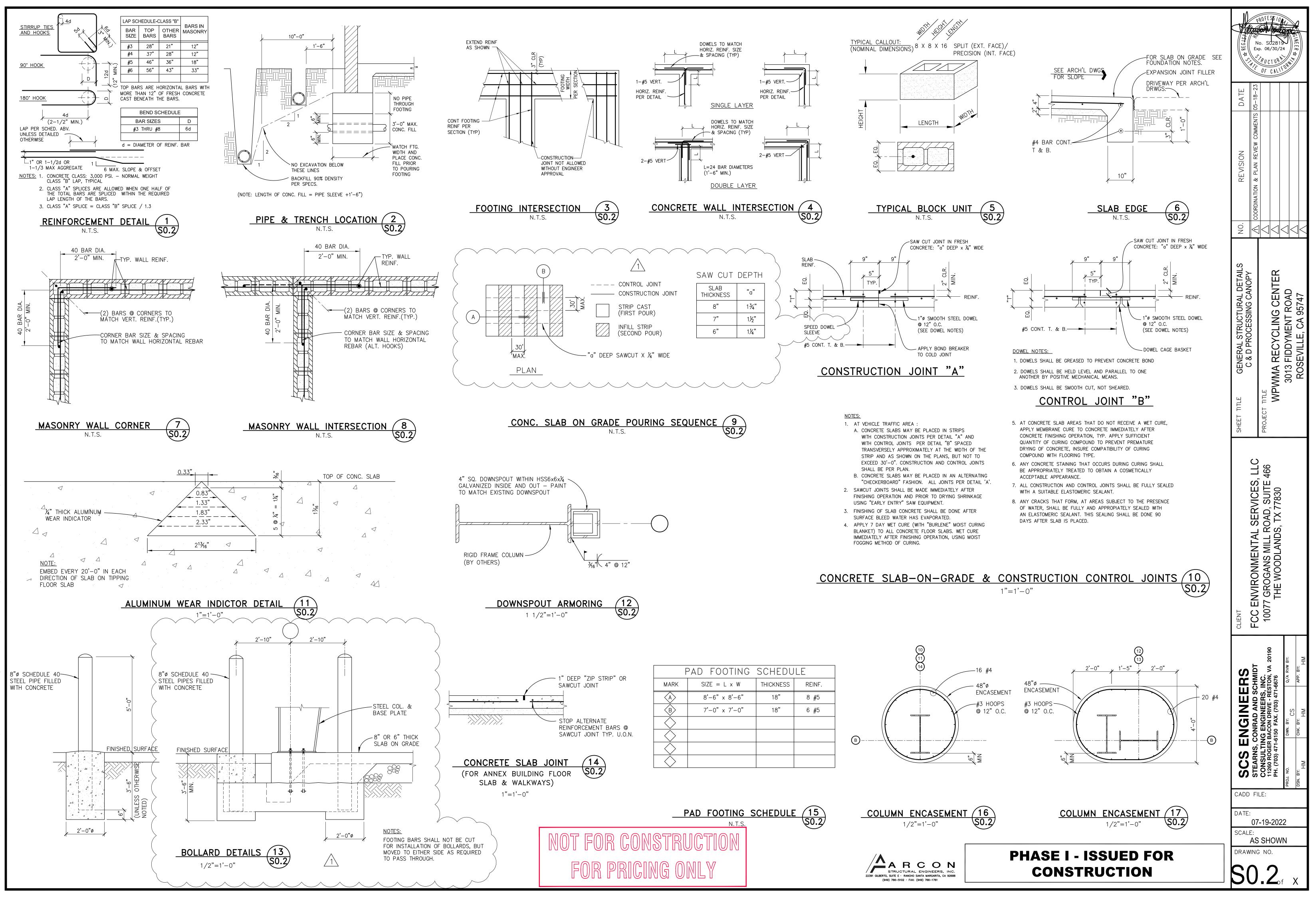
P: \CADFiles-Current\Western Placer\Structural\PHASE 1 C&D\WESTERN PLACER-A42.dwg User: CADSTATION3 Plotted: May 18, 2023 - 3: 42pm Last Save: May 17, 2023 - 4: 48p



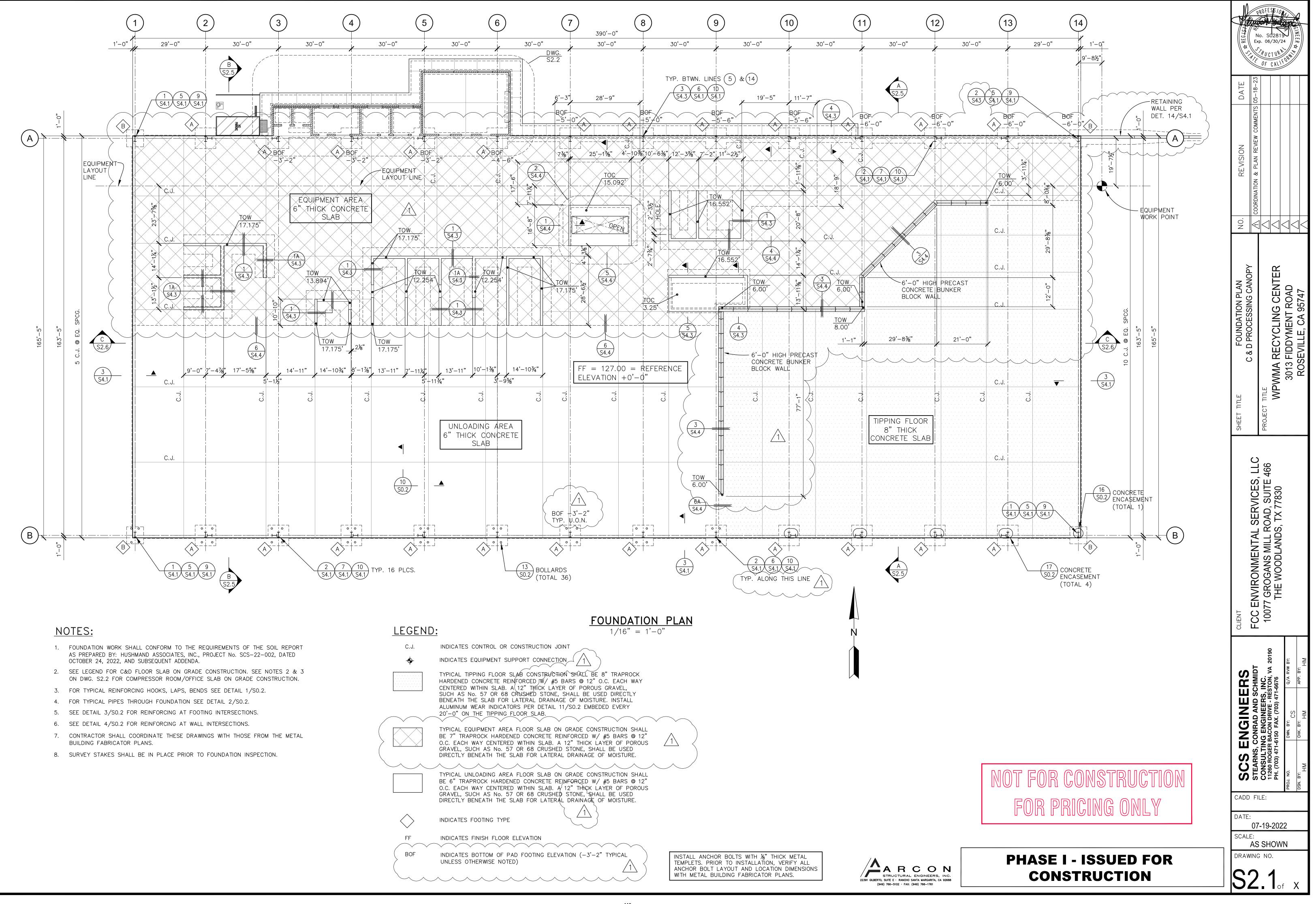
ADFiles-Current/Western Placer/Structural/PHASE 1 C&D/WESTERN PLACER-A43.dwg User: CADSTATION3 Plotted: May 18, 2023 - 3:43pm Last Save: Apr 18, 2023 - 2:09

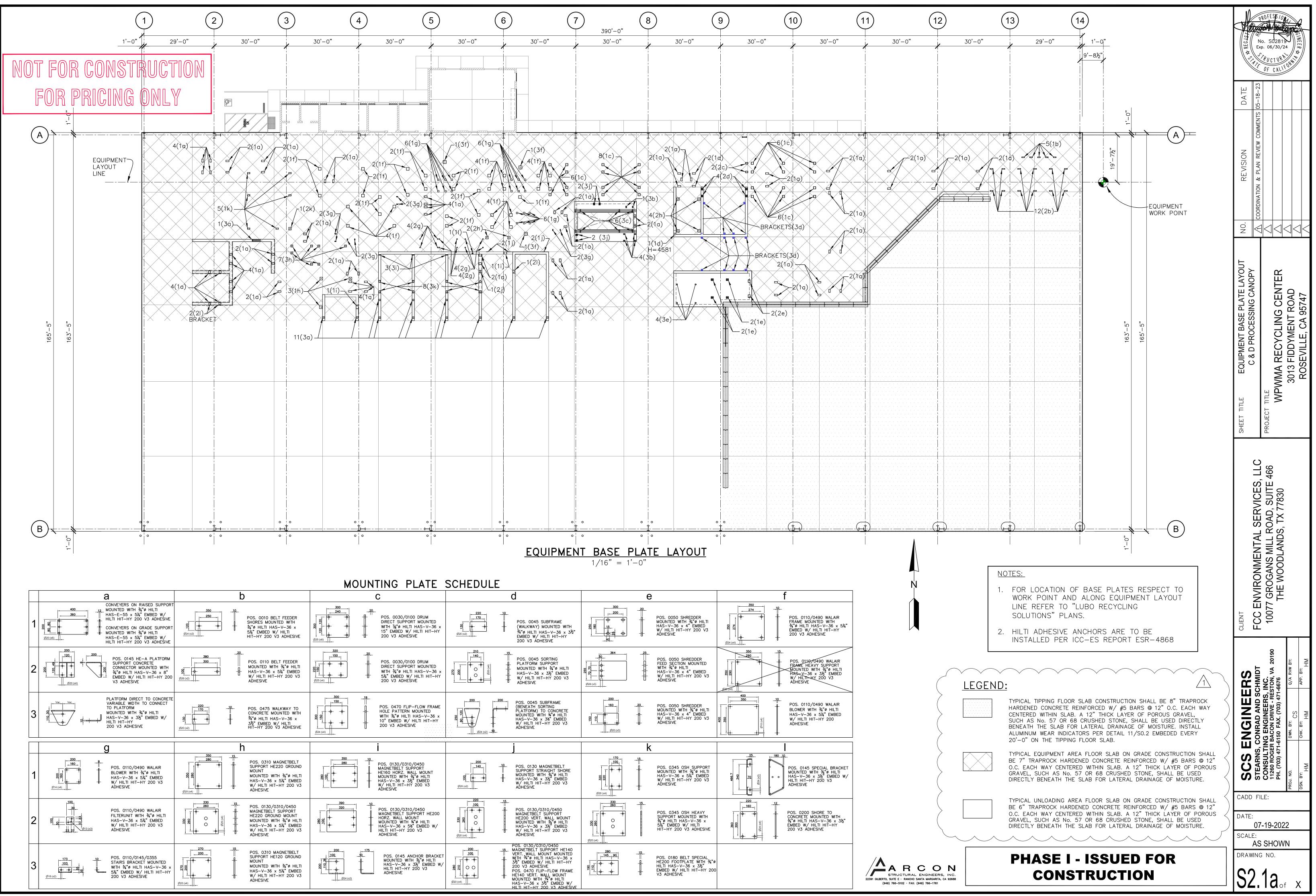
GENERAL: 1. THE CONTRACTOR SHALL TAKE NO ADVANTAGE OF ANY ERROR OR OMISSION IN THE	15. THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SHORING OF EXISTING STRUCTURES.	CONCRETE MASONRY:	STEEL DECKING:
PLANS, ESTIMATED QUANTITIES OR SPECIFICATIONS. THE CONTRACTOR SHALL CHECK AND VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE PRIOR TO	16. OPTIONS, IF PROVIDED HEREIN, ARE FOR THE CONTRACTOR'S CONVENIENCE. HE SHALL BE RESPONSIBLE FOR ALL CHANGES NECESSARY, SHALL COORDINATE ALL DETAILS, SHALL OBTAIN ALL REQUIRED APPROVALS, AND PAY ALL COSTS INCIDENT THERETO.	1. CONCRETE MASONRY UNITS SHALL BE NORMAL WEIGHT UNITS CONFORMING TO ASTM C-90, WITH A MINIMUM COMPRESSIVE STRENGTH (f'm) OF 2,000 PSI.	1. STEEL DECKING SHALL BE OF THE TYPES AN SHALL BE INSTALLED IN ACCORDANCE WITH
COMMENCING WITH THE WORK. SPECIAL CARE SHALL BE GIVEN TO SITE AND BUILDING LAYOUT THEREON. IN THE EVENT THE CONTRACTOR DISCOVERS AN ERROR, OMISSION, OR POSSIBLE DISCREPANCY BETWEEN FIELD CONDITIONS AND THE DRAWINGS, IT SHALL	 17. NON-STRUCTURAL FRAMING REQUIREMENTS ARE NOT SPECIFIED ON STRUCTURAL DRAWINGS. SEE ARCHITECTURAL, MECHANICAL, PLUMBING AND / OR ELECTRICAL DRAWINGS FOR ANY 	 MASONRY BLOCK UNITS ARE 8"x8"x16" MODULAR SIZE PRECISION SPLIT FACE UNITS. MORTAR SHALL CONFORM TO ASTM C-270, TYPE S, WITH A MINIMUM 28 DAY COMPRESSIVE 	EXCEPT WHERE OTHERWISE INDICATED ON TH 2. STEEL DECKING AND FLASHING SHALL BE FA
2. NOTES AND DETAILS ON THE DRAWINGS SHALL TAKE PRECEDENCE OVER THESE	18. THE OWNER OR THE OWNER'S AUTHORIZED AGENT SHALL EMPLOY A REGISTERED DESIGN	4. GROUT SHALL CONFORM TO ASTM C-476, WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH	ASTM A446.
 GENERAL NOTES. ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO THE REQUIREMENTS OF THE 2019 	PROFESSIONAL TO PERFORM STRUCTURAL OBSERVATIONS AS DEFINED IN SECTION 1704.6 OF THE CALIFORNIA BUILDING CODE. OBSERVED DEFICIENCIES SHALL BE REPORTED IN WRITING	OF 2,000 PSI. 5. CEMENT FOR MASONRY MORTAR AND GROUT SHALL BE TYPE II PORTLAND CEMENT,	 STEEL DECKING TO BE GALVANIZED IN ACCC DESIGNATION.
CALIFORNIA BUILDING CODE, THE APPLICABLE PROVISIONS OF THE PROJECT SPECIFICATIONS, THE LOCAL BUILDING OFFICIAL AND THESE REQUIREMENTS.	TO THE OWNER'S REPRESENTATIVE, SPECIAL INSPECTOR, CONTRACTOR AND THE BUILDING OFFICIAL.	MEETING THE REQUIREMENTS OF ASTM C-150. 6. WHEN GROUTING IS STOPPED FOR ONE HOUR OR LONGER, HORIZONTAL CONSTRUCTION	4. ALL NECESSARY ACCESSORY ITEMS SUCH AS RECESSES, ETC., SHALL BE GALVANIZED, FUR
4. THE DESIGN, ADEQUACY AND SAFETY OF ERECTION, BRACING, SHORING, TEMPORARY SUPPORTS, ETC. IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND HAS NOT	 FOUNDATION WORK SHALL CONFORM TO THE REQUIREMENTS OF THE SOIL REPORT AS PREPARED BY HUSHMASND ASSOCIATES, INC., PROJECT No. SCS-22-002, DATED 	JOINTS SHALL BE FORMED BY STOPPING THE GROUT POUR 1-1/2" BELOW TOP OF THE UPPERMOST UNIT.	 WELDING OF STEEL DECKING SHALL CONFORM ALL WELDS AND ABRASIONS SHALL BE GIVE
BEEN CONSIDERED BY THE STRUCTURAL ENGINEER.5.THE CONTRACTOR SHALL PROVIDE SAFE AND ADEQUATE BRACES AND CONNECTIONS TO	OCTOBER 24, 2022, AND SUBSEQUENT ADDENDA. 2. SOIL DESIGN CRITERIA :	 ALL BOND BEAM BLOCK SHALL BE "DEEP CUT" UNITS. ALL REINFORCING STEEL, ANCHOR BOLTS, DOWELS AND INSERTS SHALL BE WELL SECURED IN POSITION PRIOR TO PLACING CONCRETE OR GROUT. 	"DRY-GALV", "GALVICON" OR APPROVED EQU CONCRETE FILL.
SUPPORT THE COMPONENT PARTS OF THE STRUCTURE UNTIL THE STRUCTURE ITSELF (INCLUDING FLOOR & ROOF DIAPHRAGMS) IS COMPLETE ENOUGH TO ADEQUATELY SUPPORT ITSELF.	ALLOWABLE NET BEARING PRESSURE = 2000 PSF	9. WALLS SHALL BE GROUTED SOLID UNLESS OTHERWISE SPECIFIED ON THE PLANS, WIRE	LIGHT GAGE STEEL FRAI
6. NO PIPES, DUCTS, SLEEVES, CHASES, ETC. SHALL BE PLACED IN SLABS, BEAMS, OR WALLS UNLESS SPECIFICALLY SHOWN OR NOTED, NOR SHALL ANY STRUCTURAL	 FOOTINGS SHALL EXTEND AT LEAST 24" BELOW LOWEST ADJACENT FINAL GRADE, 2'-0" BELOW ROUGH PAD GRADE, OR TO FIRM UNDISTURBED BEARING SOIL OF DESIGN CAPACITY WHICHEVER IS LOWER. 	MESH SHALL BE USED TO FORM HORIZONTALLY (PAPER, CARDBOARD, ETC., NOT ACCEPTABLE) IN PARTIALLY GROUTED WALLS.	1. ALL COLD FORMED LIGHT GAUGE MEMBE
MEMBER BE CUT FOR PIPES DUCTS, ETC., UNLESS OTHERWISE NOTED. CONTRACTOR SHALL OBTAIN PRIOR APPROVAL FOR INSTALLATION OF ANY ADDITIONAL PIPES, DUCTS	4. SOIL ENGINEER SHALL VERIFY THAT CONSTRUCTION AT THE SITE IS IN ACCORDANCE WITH THE RECOMMENDATIONS AND CONCLUSIONS OF HIS REPORT, AND PROVIDE WRITTEN	10. BENT BAR ANCHOR BOLTS SHALL HAVE A HOOK WITH A 90 DEG. BEND WITH AN INSIDE DIAMETER OF THREE BOLT DIAMETERS, PLUS AN EXTENSION OF 1 1/2 BOLT DIAMETERS AT THE FREE END. HEADED ANCHOR BOLTS SHALL HAVE A STANDARD BOLT HEAD. ALL	AND GAUGES SHOWN ON THE PLANS, C 2. ALL ROOF AND WALL PANELS SHALL BE
 ETC., REFER TO ARCHITECTURAL AND MECHANICAL DRAWINGS FOR LOCATIONS. ALL DETAIL CALLOUTS AS SHOWN ON THE DRAWINGS, SECTIONS AND ELEVATIONS 	VERIFICATION THERE OF TO THE ENGINEER & THE DISTRICT.5. BEFORE ANY CONCRETE IS PLACED OR CONCRETE MIXES ARE DESIGNED, THE SOILS AT	BOLTS SHALL BE GROUTED IN PLACE WITH AT LEAST 1" OF GROUT BETWEEN THE BOLT AND THE MASONRY. DRILLED ANCHORS SHALL NOT BE SUBSTITUTED FOR CAST IN PLACE BOLTS.	ALLOY COATED GALVANNEALED BY THE A653 AND A792, GRADE 50 CLASS 2,
SHALL APPLY TO ALL SIMILAR CONDITIONS WHETHER REFERENCED OR NOT. TYPICAL DETAILS AND NOTES SHALL APPLY UNLESS SHOWN OTHERWISE IN DRAWINGS.	THE SITE SHALL BE TESTED FOR SULFATE CONTENT. THE ENGINEER SHALL BE NOTIFIED OF THE RESULTS OF THESE TESTS AND FOUNDATION CONCRETE MIX DESIGNS ADJUSTED	11. CLEANOUT OPENINGS SHALL BE PROVIDED AT BOTTOM OF ALL VERTICALLY GROUTED CELLS IF GROUT LIFT EXCEEDS 5'-4". MAXIMUM GROUT LIFT SHALL BE 8'-0".	3. ALL BRACING RODS SHALL COMPLY WIT
8. DESIGN LOADS: RISK CATEGORY: II	ACCORDINGLY. 6. FINISHED EXCAVATION FOR FOUNDATION SHALL BE NEAT AND TRUE TO LINE WITH ALL LOOSE MATERIALS AND STANDING WATER REMOVED FROM EXCAVATION.	12. ALTHOUGH BRACING OF WALLS REMAINS THE SOLE RESPONSIBILITY OF THE CONTRACTOR, ALL MASONRY AND WALLS SHALL BE BRACED AS REQUIRED TO WITHSTAND A MINIMUM WIND	 ROOF PBR PANEL STRUCTURAL FASTENI WITH WASHERS, OR 12–14x1 1/2" SS S NOTED.
WIND BASIC WIND SPEED 110 MPH (ULTIMATE) DESIGN WIND SPEED 85 MPH (ALLOWABLE STRESS)	7. BEFORE ANY CONCRETE IS PLACED, EXCAVATIONS SHALL BE CHECKED AND APPROVED BY A QUALIFIED SOILS ENGINEER TO ENSURE COMPLIANCE WITH THE REQUIREMENTS OF	LOAD OF 10 PSF APPLIED PERPENDICULAR TO WALL IN EITHER DIRECTION. BRACING SHALL REMAIN IN PLACE UNTIL THE STRUCTURE IS COMPLETE ENOUGH TO SUPPORT THE WALL.	5. ROOF PBR PANEL STITCH FASTENERS A
WIND EXPOSURE COEFFICIENT ±0.18	8. FOR EXCAVATION IN NATIVE SOIL, SHORING SHALL BE PROVIDED TO SATISFY STATE OF	13. AT ALL OPENINGS IN MASONRY WALLS PROVIDE TWO #5 BARS AT JAMBS, HEAD AND SILLS, EXTENDING $2'-0''$ BEYOND EDGES OF OPENING FOR HORIZONTAL BARS AND TOP TO BOTTOM	WITH WASHERS, UNLESS OTHERWISE NO 6. ROOF SSR PANEL BASE CLIPS AND TAE
MAIN WIND FORCE RESISTING SYSTEM P=VARIES COMPONENTS & CLADDING P=VARIES	CALIFORNIA REQUIREMENTS. SHORING DETAILS SHOULD BE REVIEWED AND APPROVED BY THE GEOTECHNICAL ENGINEER.	FOR VERTICAL BARS. 14. VERIFY MASONRY OPENING SIZES AGAINST APPROVED APPURTENANCE SUBMITTALS PRIOR TO	AND DESIGNED FOR DESIGN LOADS FOR 7. WALL PANEL STRUCTURAL FASTENERS A
<u>EARTHQUAKE</u> SEISMIC IMPORTANCE FACTOR I _E = 1.00	9. UNLESS SPECIFIED OTHERWISE BY THE GEOTECHNICAL ENGINEER, ALL FILLS MUST BE COMPACTED TO 90% RELATIVE COMPACTION AS DETERMINED BY THE GEOTECHNICAL	MASONRY CONSTRUCTION.	WASHERS, OR 12-14 X 1 1/2" CARBON 8. WALL PANEL STITCH FASTENERS ARE 1
Ss = 0.454 g S1 = 0.226 g	ENGINEER. ALL BACKFILL MATERIAL MUST BE FREE OF ORGANIC MATTER. INSPECTION IS REQUIRED DURING FILL AND COMPACTION.	REINFORCING STEEL:	WASHERS.
SITE CLASS : C SDs = 0.393 g	10. NOTIFY THE STRUCTURAL ENGINEER OF ANY UNUSUAL SOIL CONDITIONS THAT ARE IN VARIANCE WITH THE DATA HEREIN CITED.	1. ALL REINFORCING STEEL UNLESS OTHERWISE NOTED IN DRAWINGS SHALL CONFORM TO ASTM A-615 , GRADE 60.	9. ALL STUD AND/OR JOIST FRAMING MEMI GAUGES SHOWN ON THE PLANS OR APP
SD1 = 0.226 g SEISMIC DESIGN CATEGORY : D	11. FOOTING ELEVATIONS SHOWN ON THE DRAWINGS ARE TO BOTTOM OF FOOTING, UNLESS NOTED OTHERWISE.	2. REINFORCING DETAILING, BENDING AND PLACING SHALL BE IN ACCORDANCE WITH CONCRETE REINFORCING STEEL INSTITUTE "MANUAL OF STANDARD PRACTICE" LATEST EDITION.	10. ALL PAINTED STUDS AND/OR JOISTS, 1 STEEL THAT CORRESPONDS TO THE REC
ANALYSIS PROCEDURE: EQUIVALENT LATERAL FORCE (ASCE 7–16) R = 3.5 (MOMENT FRAME – CANOPY BUILDING DEFERRED SUBMITTAL)	12. STEP FOOTINGS, WHERE REQUIRED, AT A RATIO OF 1 VERTICAL TO 2 HORIZONTAL MINIMUM, WITH A MAXIMUM VERTICAL STEP OF 2'-0".	3. ALL WELDING OF REINFORCING BARS SHALL BE DONE BY THE SHIELDED METAL ARC WELDING PROCESS, IN ACCORDANCE WITH A.W.S. D1.4 (LATEST EDITION)	YIELD OF 50 KSI. 11. ALL PAINTED TRACK, 14 & 16 GAGE, AN
R = 3.25 (BRACED FRAME – CANOPY BUILDING DEFERRED SUBMITTAL) R = 5.0 (MASONRY SHEAR WALLS) SEISMIC RESPONSE COEFF., Cs=0.079	REINFORCED CONCRETE:	AND BE PREPARED BY CERTIFIED WELDERS AND CONTINUOUSLY INSPECTED BY A LICENSED INSPECTOR APPROVED BY THE LOCAL GOVERNING AUTHORITY.	SHALL BE FORMED FROM STEEL THAT ASTM A570, GRADE 33, WITH A MINIMU
DESIGN BASE SHEAR, V=13.5K LIVE LOAD:	 CEMENT FOR CONCRETE OR GROUT SHALL CONFORM TO A.S.T.M. C-150, TYPE II/Y. AGGREGATES SHALL CONFORM TO A.S.T.M. C-33 FOR NORMAL WEIGHT CONCRETE AND 	4. REINFORCING SHALL BE SPLICED ONLY AS SHOWN OR NOTED. SPLICES AT OTHER LOCATIONS MAY BE ALLOWED ONLY IF APPROVED BY THE STRUCTURAL ENGINEER.	12. ALL GALVANIZED STUDS (AND/OR) JOIS ⁻ FROM STEEL THAT CORRESPONDS TO TH
ROOF LOAD: 20 P.S.F. OR 300 LBS (IN ACCORDANCE WITH CBC SECTION 1607)	 A.S.T.M. C-330 FOR LIGHTWEIGHT CONCRETE. READY MIX CONCRETE SHALL BE MIXED AND DELIVERED IN ACCORDANCE WITH A.S.T.M. 	5. PLACING OF REINFORCEMENT SHALL CONFORM TO THE AMERICAN CONCRETE INSTITUTE'S BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE, LATEST EDITION.	WITH A MINIMUM YIELD OF 50 KSI.
TIPPING FLOOR 250 P.S.F., HS20–44, KOMATSU WA320 LOADER (OR LIGHTER) RECYCLE MATERIAL SORTING/STORAGE AREA 250 P.S.F. OR H15–44	 ALL CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST A.C.I. ALL CONCRETE CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST A.C.I. 	6. ALL REINFORCING STEEL SHALL BE WELL SECURED IN PLACE IN THE FORMS PRIOR TO PLACING OF CONCRETE. TWO-WAY MATS OF STEEL MUST BE WIRED TOGETHER BOTH WAYS AT ALTERNATE INTERSECTIONS.	13. ALL PAINTED 18 AND 20 GAGE STUDS, FROM STEEL THAT CORRESPONDS TO TH WITH A MINIMUM YIELD OF 33 KSI.
VIEWING GALLERY100 P.S.F.ELEVATED WALKWAYS60 P.S.F.HOUT STORAGE105 P.S.F.	CODE (A.C.I. 318) AND DETAILING MANUAL (A.C.I. 315) UNLESS OTHERWISE DETAILED OR NOTED IN DRAWINGS.	7. VERTICAL BARS IN WALLS SHALL BE ACCURATELY POSITIONED AT THE CENTER OF WALL, UNLESS OTHERWISE NOTED ON DETAILS AND SHALL BE TIED IN	14. ALL GALVANIZED 18 AND 20 GAGE STUE TRACK, BRIDGING, END CLOSURES AND A
LIGHT STORAGE 125 P.S.F. RAIN:	5. CONCRETE SHALL HAVE A MINIMUM ULTIMATE STRENGTH AT 28 DAYS TABULATED BELOW. EXCEPTIONS SHALL BE NOTED HEREIN OR ON DRAWINGS. SUBMIT CONCRETE	POSITION AT TOP AND BOTTOM AND AT INTERVALS NOT EXCEEDING 192 BAR DIAMETERS. 8. DIMENSIONS FROM FACE OF CONCRETE TO STEEL (CLR.) ARE TO FACE OF BARS.	THAT CORRESPONDS TO THE REQUIREME YIELD OF 33 KSI.
15-MINUTE PRECIPITATION INTENSITY:2.27 IN/HR60-MINUTE PRECIPITATION INTENSITY:1.07 IN/HR	MIX DESIGNS TO THE STRUCTURAL ENGINEER FOR REVIEW AND APPROVAL. EXPOSURE CLASS LOCATION (ACI 318-14 RATIO CEMENT CEMENT	9. THE TRANSVERSE REINFORCING STEEL SHALL TERMINATE ONE AND ONE-HALF INCHES FROM THE CONCRETE SURFACE, UNLESS OTHERWISE NOTED.	15. ALL STUDS, JOISTS AND ACCESSORIES S MEETING THE PERFORMANCE REQUIREME
9. NO CHANGES SHALL BE MADE TO THESE DRAWINGS WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE STRUCTURAL ENGINEER.	TABLE 4.2.1) RATIO f'c TYPE	10. BARS NOTED "CONT" AND TYPICAL WALL REINFORCING SHALL HAVE A MINIMUM	FROM STEEL HAVING A G-60 GALVANIZ
 WORK THESE DRAWINGS WITH CIVIL, ARCHITECTURAL, MECHANICAL, AND ELECTRICAL DRAWINGS. WHERE REFERENCE IS MADE TO VARIOUS TEST STANDARDS FOR MATERIALS SUCH 	GRADE BEAMS, AND RETAINING WALLSS00.553,000 PSIII OR VPUSH WALLSS00.504,000 PSIII	SPLICE EQUAL TO THE STANDARD LAP SPLICES UNLESS OTHERWISE SHOWN ON THE DRAWINGS. 11. SPLICES IN ADJACENT HORIZONTAL WALL REINFORCED BARS SHALL BE	 FRAMING COMPONENTS MAY BE PRE-AS PREFABRICATED PANELS SHALL BE SQU AS TO PREVENT RACKING.
STANDARDS SHALL BE THE LATEST EDITION, AND/OR ADDENDUM. 12. AS A CONVENIENCE TO THE CONTRACTOR, THE ENGINEER MAY REVIEW SHOP DRAWINGS AS	C & D BUILDING SLAB ON GRADES00.456,000 PSIII OR V	STAGGERED 4'-0" MINIMUM UNLESS OTHERWISE NOTED.	17. ALL FRAMING COMPONENTS SHALL BE C PERPENDICULAR MEMBERS, OR AS REQU
TO THEIR GENERAL CONFORMANCE TO THE DESIGN CONCEPT. THE CONTRACTOR SHALL BE NONETHELESS FOR COMPLIANCE AND DIMENSIONS.	EXTERIOR SIDEWALKSS00.553,000 PSIIIOTHER BUILDINGS00.453,000 PSIII	12. PROVIDE DOWELS IN FOOTINGS AND/OR GRADE BEAMS THE SAME GRADE, SIZE AND NUMBER AS VERTICAL WALL REINFORCING, UNLESS OTHERWISE NOTED. DOWELS SHALL HAVE A MINIMUM PROJECTION EQUAL TO STANDARD LAP SPLICE UNLESS	MEMBERS, MEMBERS SHALL BE HELD PC
SHOP DRAWINGS ARE REQUIRED FOR THE FOLLOWING: REINFORCING STEEL STRUCTURAL STEEL	6. ADMIXTURES MAY BE USED WITH APPROVAL OF THE ENGINEER. ADMIXTURES USED TO	OTHERWISE NOTED. 13. UNLESS OTHERWISE NOTED IN DETAILS, FURNISH #3 SPACER TIES AT	18. TRACKS SHALL BE SECURELY ANCHORED ON THE PLANS.
PRE-ENGINEERED STEEL BUILDINGS 13. VIBRATIONAL EFFECTS OF MECHANICAL EQUIPMENT HAVE NOT BEEN CONSIDERED BY	INCREASE THE WORKABILITY OF THE CONCRETE SHALL NOT BE CONSIDERED TO REDUCE THE SPECIFIED MINIMUM CEMENT CONTENT.	APPROXIMATELY 2'-6" ON CENTER IN ALL BEAMS AND FOOTINGS TO SECURE REINFORCING IN PLACE.	19. COMPLETE UNIFORM AND LEVEL BEARING BOTTOM TRACK.
THE STRUCTURAL ENGINEER IN THE DESIGN OF THE STRUCTURE, MECHANICAL EQUIPMENT SHALL THEREFORE BE ISOLATED TO ELIMINATE VIBRATIONAL EFFECTS. 14. IN ADDITION TO THE INSPECTIONS TO BE MADE AS SPECIFIED IN SECTION 1705 OF THE	7. PROJECTING CORNERS OF SLABS, BEAMS, WALLS, COLUMNS, ETC., SHALL BE FORMED WITH A 3/4" CHAMFER UNLESS OTHERWISE NOTED.	14. REINFORCING BARS AND ACCESSORIES SHALL NOT BE IN CONTACT WITH ANY PIPE, PIPE FLANGE OR METAL PARTS EMBEDDED IN CONCRETE. A MINIMUM CLEARANCE OF 2" SHALL BE MAINTAINED BETWEEN REINFORCING STEEL AND ALL	20. AT TRACK BUTT JOINTS, ABUTTING PIEC TO A COMMON STRUCTURAL ELEMENT, C
2019 CALIFORNIA BUILDING CODE A REGISTERED DEPUTY INSPECTOR, LICENSED IN CALIFORNIA APPROVED BY, AND RESPONSIBLE TO THE ENGINEER AND BUILDING DEPARTMENT,	8. CONCRETE FORM TOLERANCES SHALL BE WITHIN THE STANDARDS SET BY THE AMERICAN CONCRETE INSTITUTE.	EMBEDDED METAL PARTS. 15. PROVIDE THE MINIMUM PROTECTIVE COVERING OF CONCRETE UNLESS OTHERWISE NOTED:	SPLICED TOGETHER. 21. STUDS SHALL BE PLUMBED, ALIGNED AN
SHALL BE EMPLOYED DURING THE CONSTRUCTION OF THE FOLLOWING TASKS OF WORK:	9. ALL ANCHOR BOLTS, DOWELS AND OTHER INSERTS SHALL BE SECURED IN POSITION PRIOR TO POURING OF CONCRETE.	BELOW GRADE OR EXPOSED TO WEATHER: UNFORMED, CAST IN PLACE 3" CLEAR	WEBS OF BOTH UPPER AND LOWER TRA 22. FRAMED WALL OPENINGS SHALL INCLUDI
VERIFICATION AND INSPECTION TASK SPECIAL INSPECTION VERIFICATION OF MATERIALS BELOW FOOTINGS TO PERIODIC INSPECTION ACHIEVE DESIGN BEARING CAPACITY PERIODIC INSPECTION	10. ALL REINFORCING STEEL SHALL BE WELL SECURED IN PLACE IN THE FORMS PRIOR TO PLACING OF CONCRETE. TWO-WAY MATS OF STEEL MUST BE WIRED TOGETHER BOTH WAYS AT ALTERNATE INTERSECTIONS.	FORMED, CAST IN PLACE 2" CLEAR ABOVE GRADE AND NOT EXPOSED TO WEATHER: WALLS 2" CLEAR (PUSH SIDE OF PUSH WALLS)	SHOWN ON THE PLANS.
ACHIEVE DESIGN BEARING CAPACITY PERIODIC INSPECTION VERIFICATION OF EXCAVATION TO PROPER DEPTH AND REACHED PROPER MATERIAL PERIODIC INSPECTION	11. LOCATION OF CONSTRUCTION JOINTS NOT SPECIFICALLY INDICATED ON DRAWINGS SHALL BE APPROVED BY THE ENGINEER PRIOR TO PLACING REINFORCING STEEL.	3/4" CLEAR (ALL OTHERS) STRUCTURAL SLABS 1½"CLEAR (TOP)	23. JACK STUDS SHALL BE INSTALLED BELC HEADS, AT FREE STANDING STAIR RAILS SHALL BE SECURELY ATTACHED TO SUP
CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS PERIODIC INSPECTION	12. CONSTRUCTION JOINTS IN WALLS AND SLABS SHALL BE IN THE SAME PLANE. NO STAGGERING OF JOINTS WILL BE PERMITTED. TRANSVERSE CONSTRUCTION	3/4" CLEAR (BOT.)	24. TEMPORARY BRACING SHALL BE PROVID
VERIFICATION OF USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF CONTINUOUS INSPECTION COMPACTED FILL	JOINTS SHALL BE NORMAL OR RADIAL TO THE CENTER LINE OF CONSTRUCTION. 13. CONCRETE SLABS AND WALLS VARIATION FROM LEVEL TO BE 1/8" IN TEN FEET MAXIMUM,	STRUCTURAL STEEL:	25. WALL STUD BRIDGING SHALL BE INSTAL TO BOTH MINOR AXIS BENDING AND RO
OBSERVATION OF SUBGRADE AND VERIFICATION THAT SITE HAS BEEN PREPARED PROPERLY PRIOR TO PERIODIC INSPECTION	UNLESS OTHERWISE NOTED ON DRAWINGS. 14. PROVIDE NO OPENINGS IN FRAMED SLABS, WALLS OR BEAMS UNLESS SHOWN AND DETAILED	 STRUCTURAL STEEL SHALL CONFORM TO ASTM A36, UNLESS OTHERWISE NOTED. STEEL PIPE SHALL CONFORM TO ASTM A53, GRADE "B", (Fy=35 KSI). 	SPACED NOT TO EXCEED 4'-0" ON-CEN
PLACEMENT OF COMPACTED FILL CONCRETE DESIGN MIX PERIODIC INSPECTION	15. PIPES MAY PASS THROUGH STRUCTURAL CONCRETE IN SLEEVES, BUT NOT BE EMBEDDED THEREIN.	3. STEEL TUBE SHALL CONFORM TO ASTM A500, (Fy=46 KSI).	
FRESH CONCRETE SAMPLING TO FABRICATE SPECIMENS FOR STRENGTH TESTS, SLUMP AND AIR CONTENT TESTS, AND CONTINUOUS INSPECTION DETERMINE THE TEMPERATURE OF CONCRETE	16. DRYPACK SHALL CONSIST OF ONE PART PORTLAND CEMENT, 4 PARTS SAND BASED ON DRY LOOSE VOLUMES AND NOT LESS THAN 1/4 PART NOR MORE THAN 1/2 PART LIME	 ALL MAIN MEMBERS SHALL HAVE BOLTS CONFORMING TO ASTM A325. MACHINE BOLTS AND ANCHOR BOLTS SHALL CONFORM TO ASTM A307, GRADE "A" 	
CONCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES CONTINUOUS INSPECTION	PUTTY OR HYDRATED LIME. DRYPACK SHALL ÓBTAIN A MINIMUM ULTIMATE COMPRESSIVE STRENGTH OF 2500 PSI AT 28 DAYS. SUBMIT MIX DESIGN TO THE	UNLESS OTHERWISE NOTED. 6. ALL WELDING SHALL BE BY THE ELECTRIC SHIELDED ARC PROCESS AND SHALL COMPLY	
PROPORTIONS OF MASONRY SITE-PREPARED MORTAR CONTINUOUS INSPECTION TYPE, SIZE AND LOCATION OF WALL ANCHOR BOLTS PERIODIC INSPECTION	STRUCTURAL ENGINEER FOR REVIEW. 17. PROPER CURING OF ALL CONCRETE IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR AND SHOULD BE DONE IN A MANNER RECOMMENDED BY THE LATEST EDITION OF THE	WITH AWS SPECIFICATIONS FOR WELDING AND FABRICATION. 7. ALL WORKMANSHIP AND MATERIALS SHALL CONFORM TO THE LATEST EDITION OF THE	NUI FUK GU
WALL GROUT SPACE IS CLEAN PERIODIC INSPECTION	AND SHOULD BE DONE IN A MANNER RECOMMENDED BY THE LATEST EDITION OF THE A.C.I. CODE.	"AISC SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS".	FOR PRIC
WALL PLACEMENT OF REINFORCING PERIODIC INSPECTION	18. SHOP DRAWINGS WHEN REQUIRED BY THE SPECIFICATIONS OR THESE GENERAL NOTES MUST BE CHECKED BY THE FABRICATOR AND BEAR CHECKERS INITIALS BEFORE BEING SUBMITTED FOR REVIEW TO THE STRUCTURAL ENGINEER.	 SEQUENCE OF PLACING WELDS SHALL BE SUCH AS TO AVOID DISTORTION OF MEMBERS. ALL SHOP WELDING SHALL BE PERFORMED BY CERTIFIED OPERATORS IN A SHOP 	
CONSTRUCTION OF MASONRY MORTAR JOINTSPERIODIC INSPECTIONPLACEMENT OF CONCRETE BLOCK WALL GROUTCONTINUOUS INSPECTION	19. PROVIDE TWO #4 BARS IN TOP OF ALL CONCRETE BEAMS THAT HAVE STIRRUPS AND DO NOT HAVE OTHER TOP STEEL AVAILABLE FOR HOLDING STIRRUPS.	 ALL SHOP WELDING SHALL BE PERFORMED BT CERTIFIED OPERATORS IN A SHOP LICENSED BY THE LOCAL AUTHORITY. A CERTIFICATION OF FABRICATION FROM THE SHOP PERFORMING THE WELDING OR A 	
PREPARATION OF ANY REQUIRED GROUT SPECIMENTS, CONTINUOUS INSPECTION MORTAR SPECIMENS AND/OR PRISMS CONTINUOUS INSPECTION	20. MINIMUM EMBEDMENT OF ANCHOR BOLTS (A.B.) UNLESS OTHERWISE NOTED ON THE PLANS, SHALL BE 7" IN FOOTINGS OR THE TOP OF CONCRETE WALLS, 5–1/2" INTO VERTICAL	REPORT FROM THE SPECIAL INSPECTOR MUST BE FURNISHED TO THE JOB INSPECTOR PRIOR TO FRAMING APPROVAL.	
INSPECTION OF REINFORCING STEEL AND PLACEMENT PERIODIC INSPECTION	SHALL BE 7" IN FOOTINGS OR THE TOP OF CONCRETE WALLS, 5-1/2" INTO VERTICAL CONCRETE SURFACES. ALL BOLTS SHALL HAVE A STANDARD BOLT HEAD OR A 1-1/4" 90 BEND AT EMBEDDED END. ANCHOR BOLTS SHALL BE SPACED A MINIMUM OF 12 DIAMETERS.	11. ALL FIELD WELDING SHALL BE DONE BY CERTIFIED WELDERS AND CONTINUOUSLY INSPECTED BY A LICENSED INSPECTOR APPROVED BY THE LOCAL AUTHORITY.	
SPECIFIED SIZE, GRADE & LOCATION OF WALL REINFORCINGPERIODIC INSPECTIONSTRUCTURAL FIELD WELDING:FILLET WELDS ≤ 5/16"PERIODIC INSPECTION	IN LIEU OF BOLTS OR DOWELS IN CONCRETE, APPROVED CAST-IN-PLACE THREADED INSERTS MAY BE USED.		
STRUCTURAL FIELD WELDING: FILLET WELDS ≤ 5/16" PERIODIC INSPECTION OTHER FIELD WELDING CONTINUOUS INSPECTION	21. CONCRETE DIMENSIONS SHALL BE MEASURED HORIZONTALLY OR VERTICALLY ON THE PROFILE, AND PARALLEL TO OR AT RIGHT ANGLES (RADIALLY) TO CENTERLINE OF ALIGNMENT ON THE		
HIGH STRENGTH BOLTING BEARING TYPE CONNECTIONS PERIODIC INSPECTION	PLAN, EXCEPT AS OTHERWISE SHOWN. 22. EPOXY ANCHORS SHALL BE HILTI HY-200 (ICC-ES REPORT No. ESR-3187) OR APPROVED	/	PHASE
(A325 AND A490 BOLTS): SLIP-CRITICAL CONNECTIONS CONTINUOUS INSPECTION	EQUAL. 23. EXPANSION ANCHORS SHALL BE HILTI KWIK BOLT TZ (ICC-ES REPORT No. ESR-1917) OR	STRUCTL 22391 GILBERTO, SUITE E · RA	R C O N RAL ENGINEERS, INC. NCHO SANTA MARGARITA, CA 92688 FAY, (GA) 766-1761
	APPROVED EQUAL.	(949) 766–5102 ·	FAX: (949) 766–1761

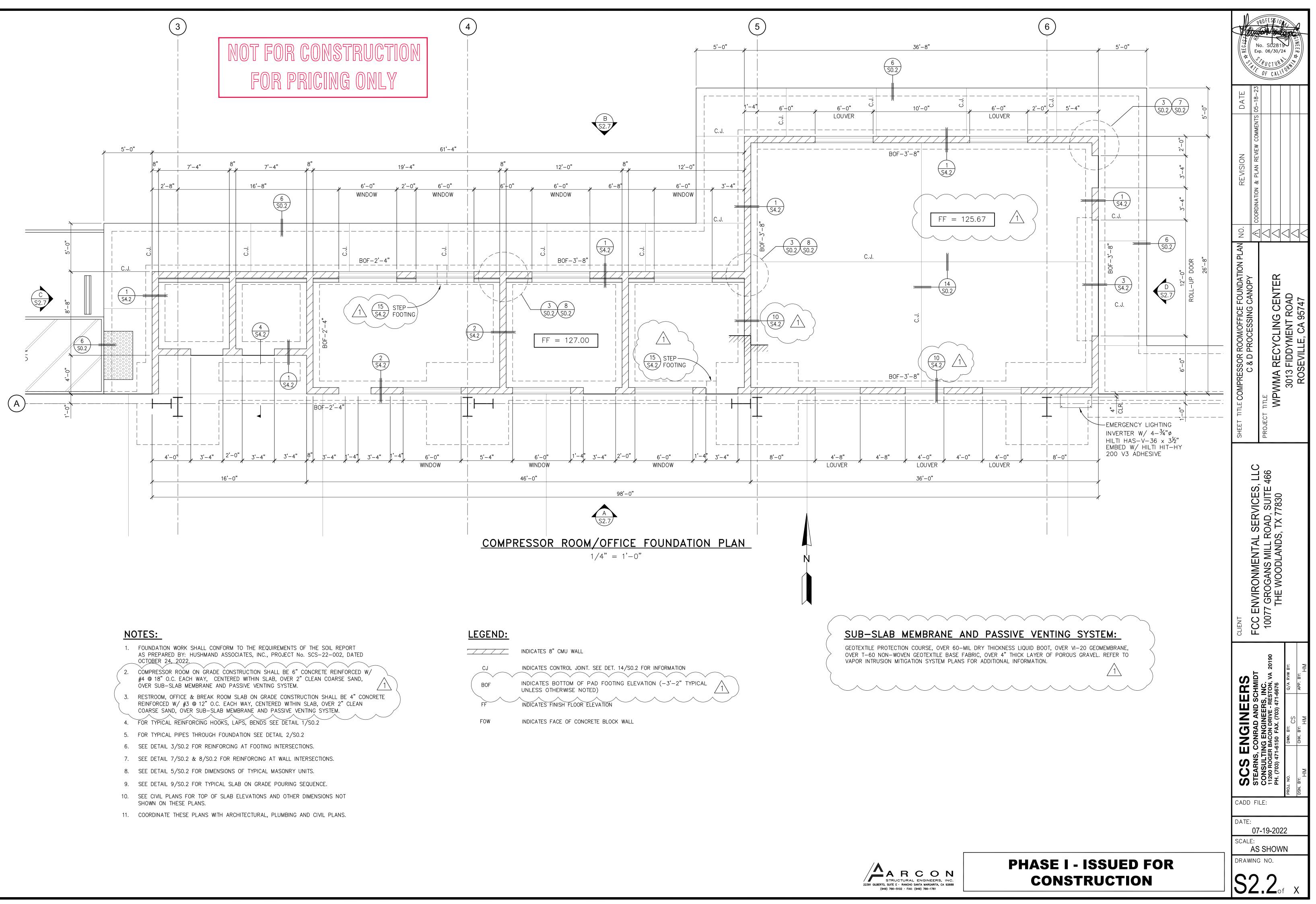
STI	EEL DECKING:		ROFESSION
S	TEEL DECKING SHALL BE OF THE TYPES AND GAUGES INDICATED ON THE DRAWINGS AND HALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS,		
2. 5	XCEPT WHERE OTHERWISE INDICATED ON THE DRAWINGS. STEEL DECKING AND FLASHING SHALL BE FABRICATED OF SHEET METAL CONFORMING TO		lo. S02819 p. 06/30/24
3. 5	STM A446. STEEL DECKING TO BE GALVANIZED IN ACCORDANCE WITH ASTM A525 G60 COATING	S. A. T.	OF CALLFORM
D 4. /	ALL NECESSARY ACCESSORY ITEMS SUCH AS CLOSURES, INSULATION CLIPS, ROOF SUMP ECESSES, ETC., SHALL BE GALVANIZED, FURNISHED AND INSTALLED AS REQUIRED.	ATE	
	VELDING OF STEEL DECKING SHALL CONFORM TO AWS D1.1.		
"	ALL WELDS AND ABRASIONS SHALL BE GIVEN A PROTECTIVE COAT OF "GALVALLOY", DRY—GALV", "GALVICON" OR APPROVED EQUAL, UNLESS COVERED BY LIGHTWEIGHT INSULATING ONCRETE FILL.		
	HT GAGE STEEL FRAMING:	NO	
1.	ALL COLD FORMED LIGHT GAUGE MEMBERS SHALL BE GALVANIZED, OF THE TYPE, SIZE AND GAUGES SHOWN ON THE PLANS, COMPLYING WITH ASTM A1011 SS, GRADE 55.	EVISION	
2. 3.	ALL ROOF AND WALL PANELS SHALL BE ZINC- COATED GALVANIZED, OR ZINC-IRON ALLOY COATED GALVANNEALED BY THE HOT-DIP PROCESS, COMPLYING WITH ASTM A653 AND A792, GRADE 50 CLASS 2, OR GRADE 80. ALL BRACING RODS SHALL COMPLY WITH ASTM A572, GRADE 65.		
4.	ROOF PBR PANEL STRUCTURAL FASTENERS ARE $12-14 \times 1 \times 1/4^{\circ}$ SS SCOTS (TEKS 2) WITH WASHERS, OR $12-14\times 1 \times 1/2^{\circ}$ SS SCOTS (TEKS 2) WITH WASHERS, UNLESS OTHERWISE NOTED.	ov	1
5.	ROOF PBR PANEL STITCH FASTENERS ARE 1/4–14 X 1 1/8" SS SCOTS (TEKS 1) WITH WASHERS, UNLESS OTHERWISE NOTED.	Z	
6.	ROOF SSR PANEL BASE CLIPS AND TAB CLIPS SHALL COMPLY WITH C.B.C. SECTION 1507.4 AND DESIGNED FOR DESIGN LOADS FOR THIS PROJECT.		
7. 8.	WALL PANEL STRUCTURAL FASTENERS ARE $12-14 \times 1 \times 1/4$ " CARBON (TEKS 2) WITHOUT WASHERS, OR $12-14 \times 1 \times 1/2$ " CARBON (TEKS 1) WITHOUT WASHERS. WALL PANEL STITCH FASTENERS ARE $1/4-14 \times 7/8$ " CARBON (TEKS 1) WITHOUT	NOTES SING CANOPY	CENTER OAD
9.	WASHERS. ALL STUD AND/OR JOIST FRAMING MEMBERS SHALL BE OF THE TYPE SIZE AND	DTES 3 CAN	G CEN - ROAD
10.	GAUGES SHOWN ON THE PLANS OR APPROVED EQUAL. ALL PAINTED STUDS AND/OR JOISTS, 12, 14 AND 16 GAGE SHALL BE FORMED FROM STEEL THAT CORRESPONDS TO THE REQUIREMENTS OF ASTM A570, WITH A MINMUM	SSE	
11.	YIELD OF 50 KSI. ALL PAINTED TRACK, 14 & 16 GAGE, AND ALL PAINTED BRIDGING AND ACCESSORIES SHALL BE FORMED FROM STEEL THAT CORRESPONDS TO THE REQUIREMENT OF ASTM A570, GRADE 33, WITH A MINIMUM YIELD OF 50 KSI.	& D PROCI	RECYCLING (FIDDYMENT R(
12.	ALL GALVANIZED STUDS (AND/OR) JOISTS, 12, 14 AND 16 GAGE SHALL BE FORMED FROM STEEL THAT CORRESPONDS TO THE REQUIREMENTS OF ASTM A446, GRADE D WITH A MINIMUM YIELD OF 50 KSI.	Ű	WMA 3013
13.	ALL PAINTED 18 AND 20 GAGE STUDS, TRACK AND/OR JOISTS SHALL BE FORMED FROM STEEL THAT CORRESPONDS TO THE REQUIREMENTS OF ASTM A611, GRADE C, WITH A MINIMUM YIELD OF 33 KSI.	T TITLE	
14.	ALL GALVANIZED 18 AND 20 GAGE STUDS AND/OR JOISTS, AND ALL GALVANIZED TRACK, BRIDGING, END CLOSURES AND ACCESSORIES SHALL BE FORMED FROM STEEL THAT CORRESPONDS TO THE REQUIREMENTS OF ASTM A446, GRADE A, WITH A MINIMUM YIELD OF 33 KSI.	SHEET	PROJECT
15.	ALL STUDS, JOISTS AND ACCESSORIES SHALL BE PRIMED WITH RUST INHIBITIVE PAINT MEETING THE PERFORMANCE REQUIREMENTS OF TT-P-636CM, OR SHALL BE FORMED FROM STEEL HAVING A G-60 GALVANIZED COATING.		466
16.	FRAMING COMPONENTS MAY BE PRE-ASSEMBLED INTO PANELS PRIOR TO ERECTING. PREFABRICATED PANELS SHALL BE SQUARE WITH COMPONENTS ATTACHED IN A MANNER AS TO PREVENT RACKING.	CES	
17. 18.	ALL FRAMING COMPONENTS SHALL BE CUT SQUARELY FOR ATTACHMENT TO PERPENDICULAR MEMBERS, OR AS REQUIRED FOR AN ANGULAR FIT AGAINST ABUTTING MEMBERS, MEMBERS SHALL BE HELD POSITIVELY IN PLACE UNTIL PROPERLY FASTENED. TRACKS SHALL BE SECURELY ANCHORED TO THE SUPPORTING STRUCTURE AS SHOWN	SFRVIG	OAD, TX 7
19.	ON THE PLANS. COMPLETE UNIFORM AND LEVEL BEARING SUPPORT SHALL BE PROVIDED FOR THE		L R NDS
20.	BOTTOM TRACK. AT TRACK BUTT JOINTS, ABUTTING PIECES OF TRACK SHALL BE SECURELY ANCHORED TO A COMMON STRUCTURAL ELEMENT, OR THEY SHALL BE BUTT WELDED OR	ENVIRONMENT	GROGANS MILI THE WOODLANI
21.	SPLICED TOGETHER. STUDS SHALL BE PLUMBED, ALIGNED AND SECURELY ATTACHED TO THE FLANGES OR WEBS OF BOTH UPPER AND LOWER TRACKS.	RON	SOG/ E WC
22.	WEBS OF BOTH UPPER AND LOWER TRACKS. FRAMED WALL OPENINGS SHALL INCLUDE HEADERS AND SUPPORTING STUDS AS SHOWN ON THE PLANS.		
23.	JACK STUDS SHALL BE INSTALLED BELOW WINDOW SILLS, ABOVE WINDOW AND DOOR HEADS, AT FREE STANDING STAIR RAILS, AND ELSEWHERE TO FURNISH SUPPORT, AND SHALL BE SECURELY ATTACHED TO SUPPORTING MEMBERS.	CLIENT	10077
24.	TEMPORARY BRACING SHALL BE PROVIDED UNTIL ERECTION IS COMPLETED.		6 0
25.	WALL STUD BRIDGING SHALL BE INSTALLED IN A MANNER TO PROVIDE RESISTANCE TO BOTH MINOR AXIS BENDING AND ROTATION. BRIDGING ROWS SHALL BE EQUALLY SPACED NOT TO EXCEED 4'-0" ON-CENTER.	INEERS	INEERS, INC. DRIVE - RESTON, VA 20190 (. (703) 471-6676
	NOT FOR CONSTRUCTION	ENG	GER BACON C GER BACON C 471-6150 FAX
	FOR PRICING ONLY	SCS stearns	CONSU 11260 RO PH. (703) ^{NO.}
		CADD FI	PRO, DSN,
		DATE:	
		SCALE:	<u>-19-2022</u>
	PHASE I - ISSUED FOR	DRAWING	S SHOWN
) N	CONCERNATION		4
A, CA 9268		_ D0	• I of X

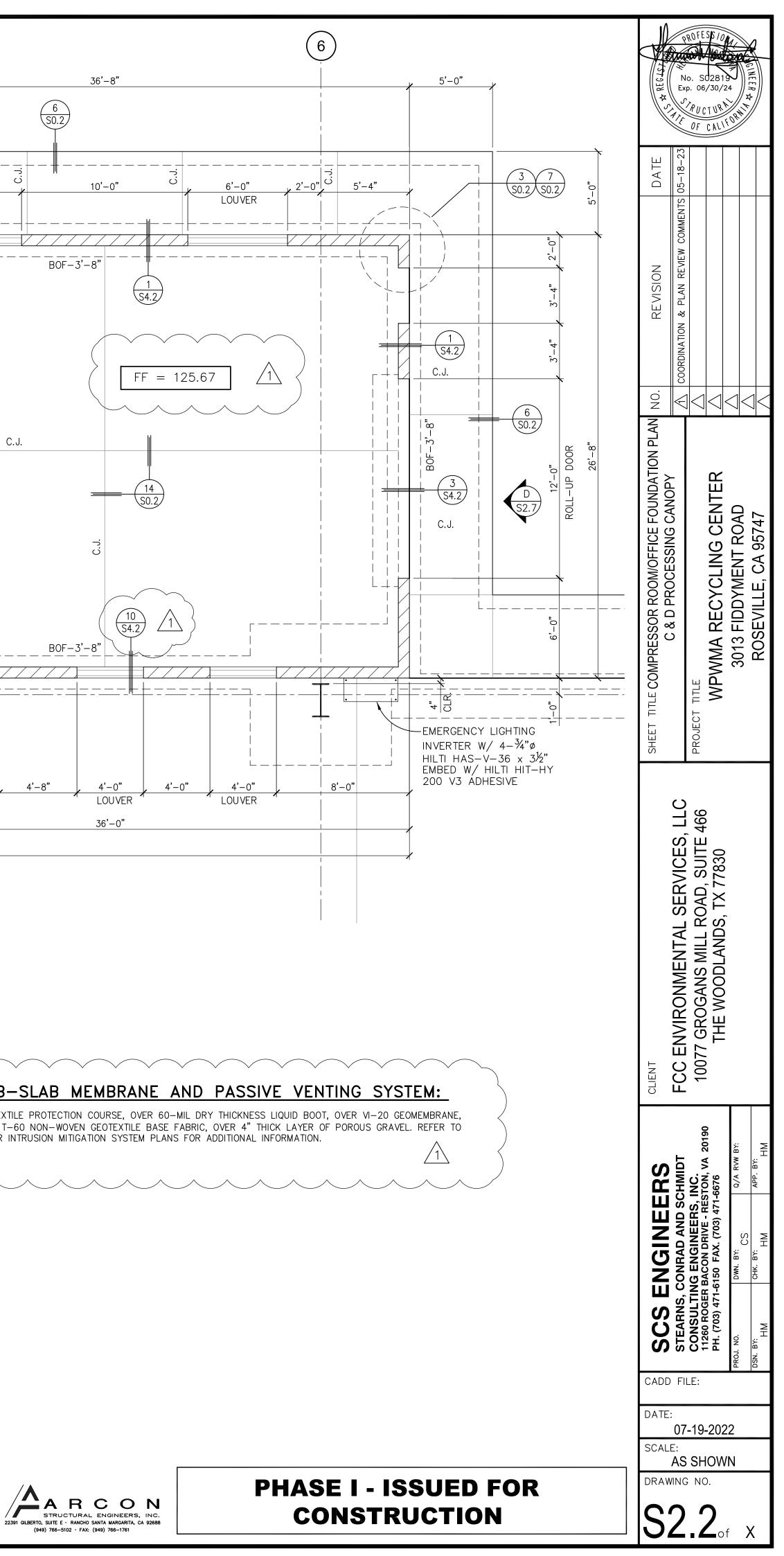


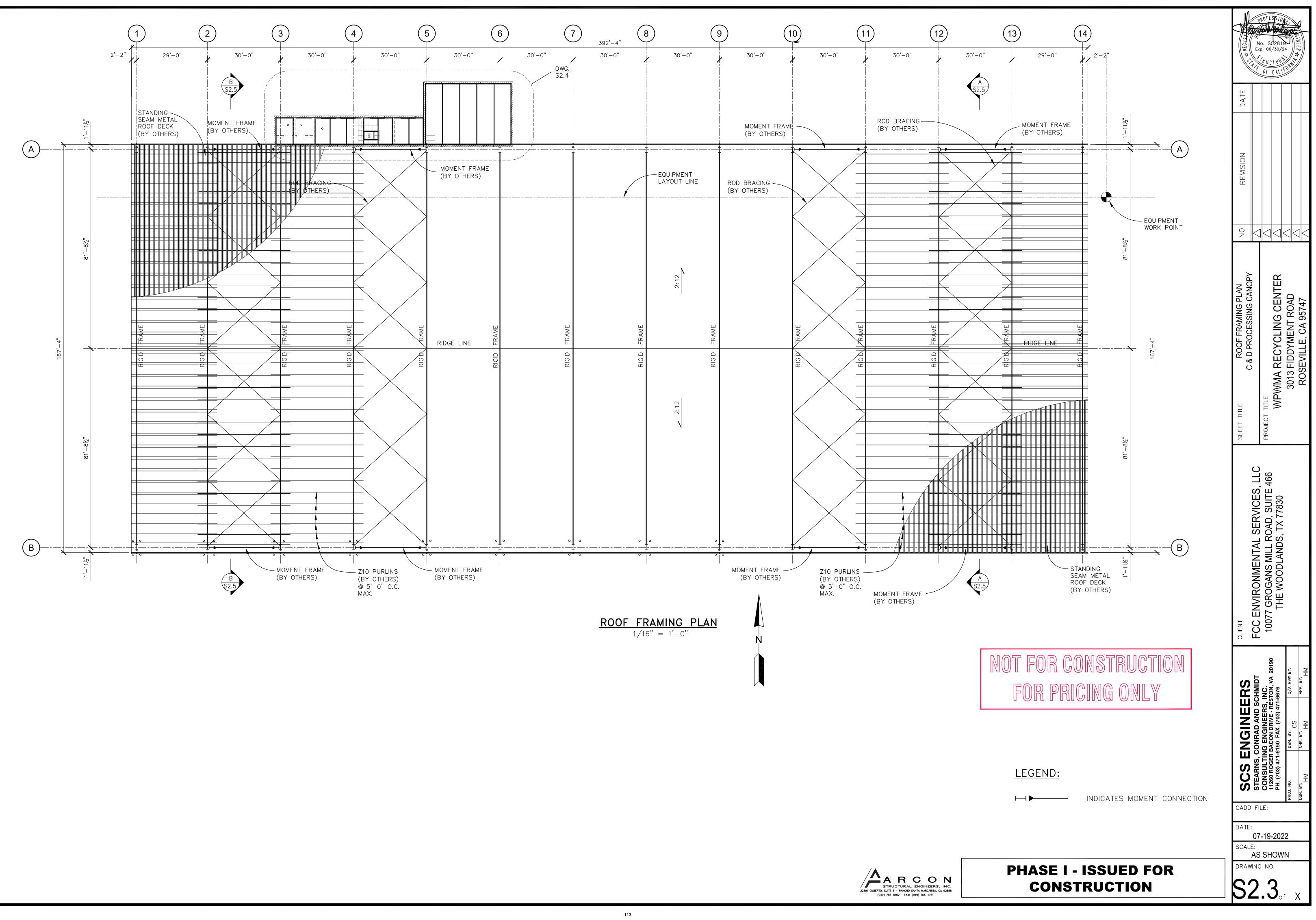
ADFiles-Current/Western Placer/Structural/PHASE 1 C&D/WESTERN PLACER-S02.dwg User:CADSTATION3 Plotted:May 18, 2023 - 3:46pm Last Save:May 18, 2023 - 11:5-

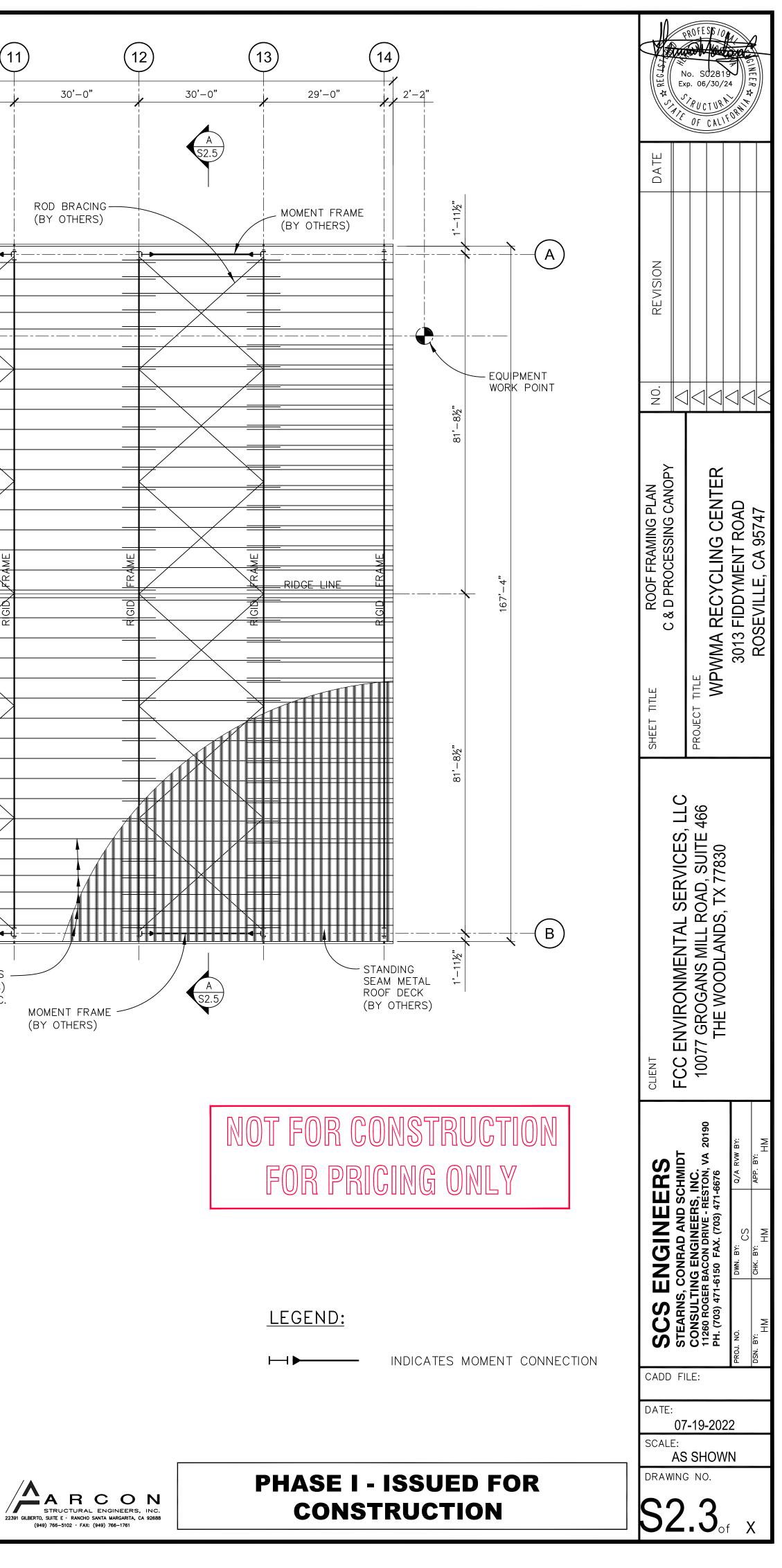


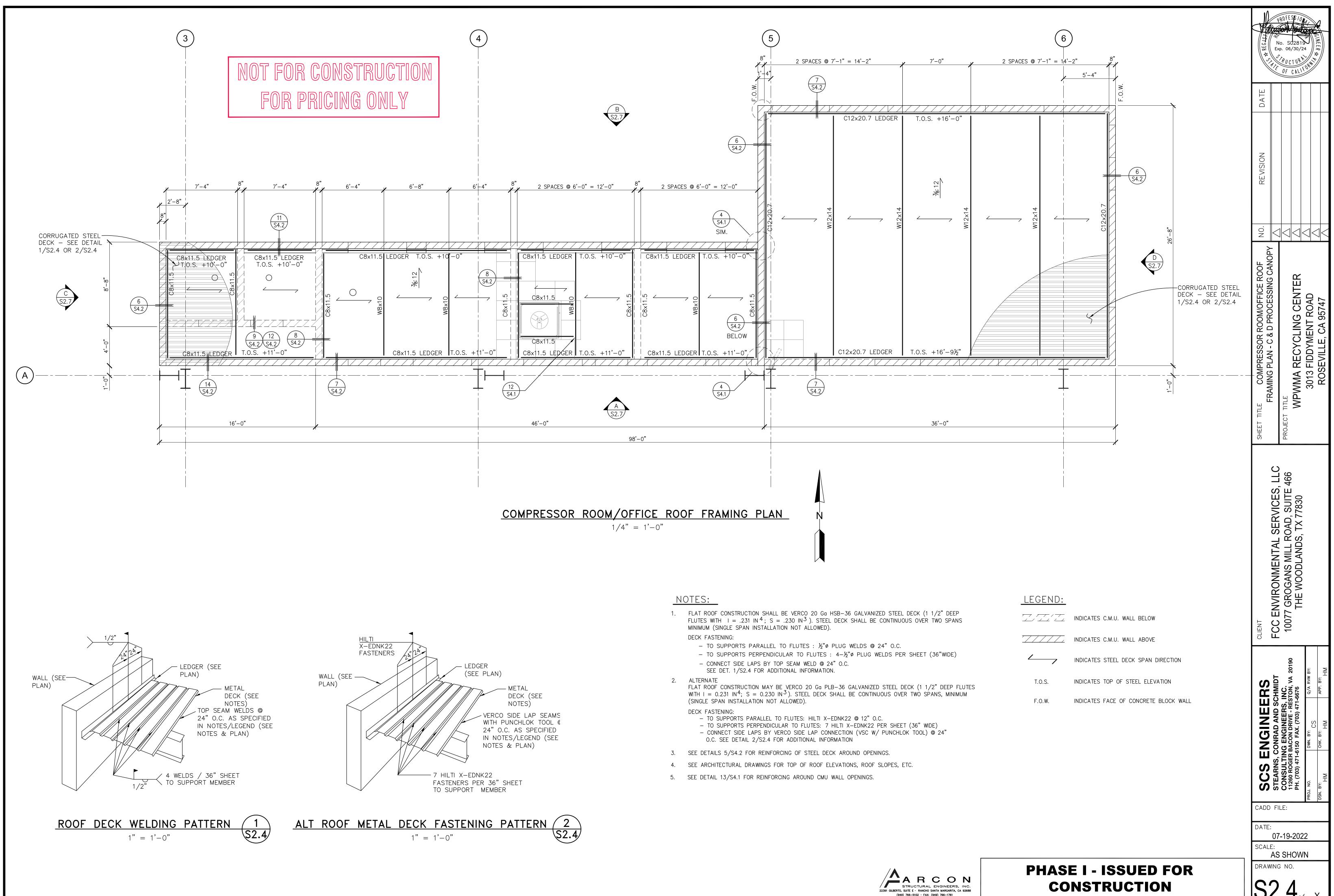




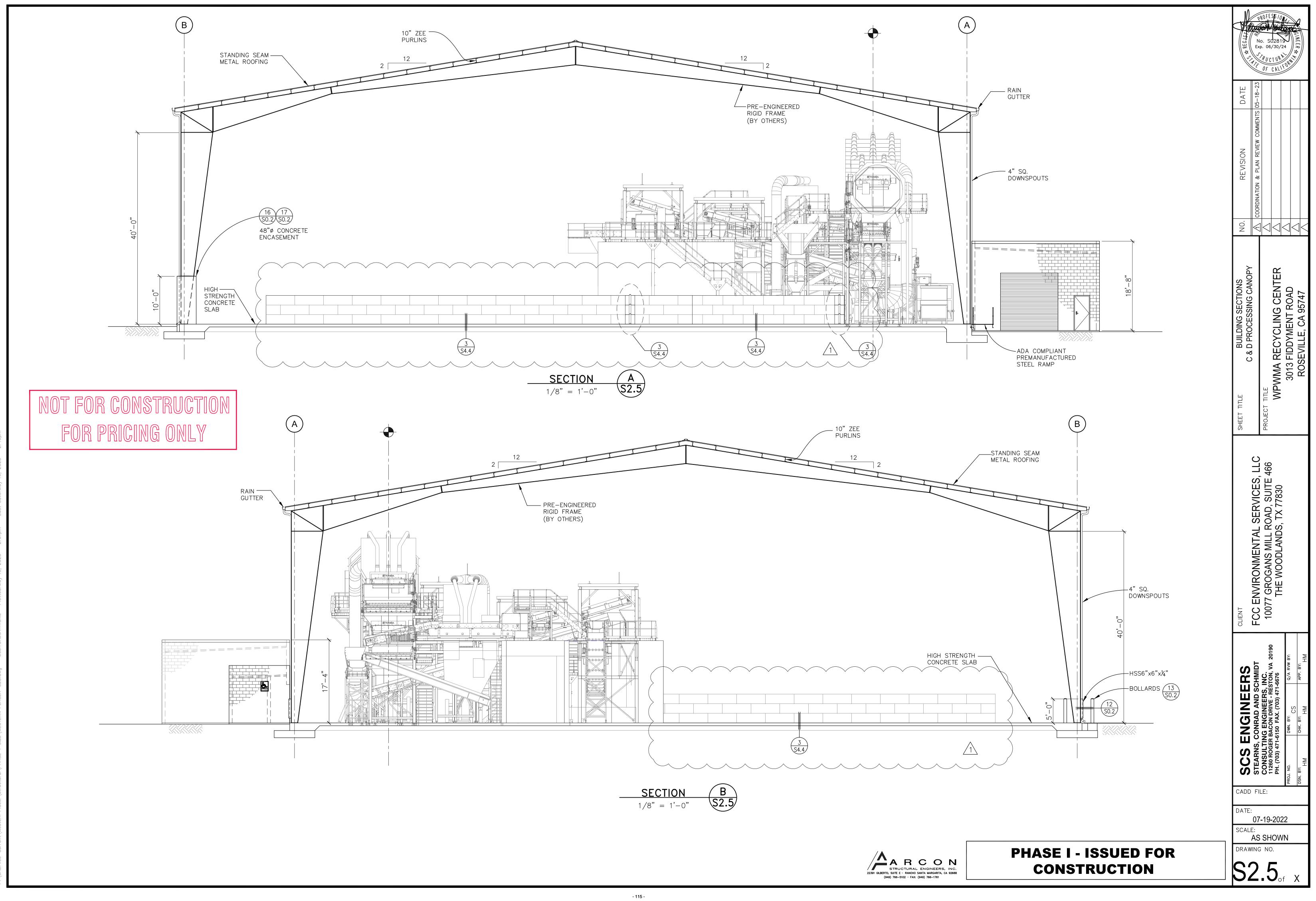


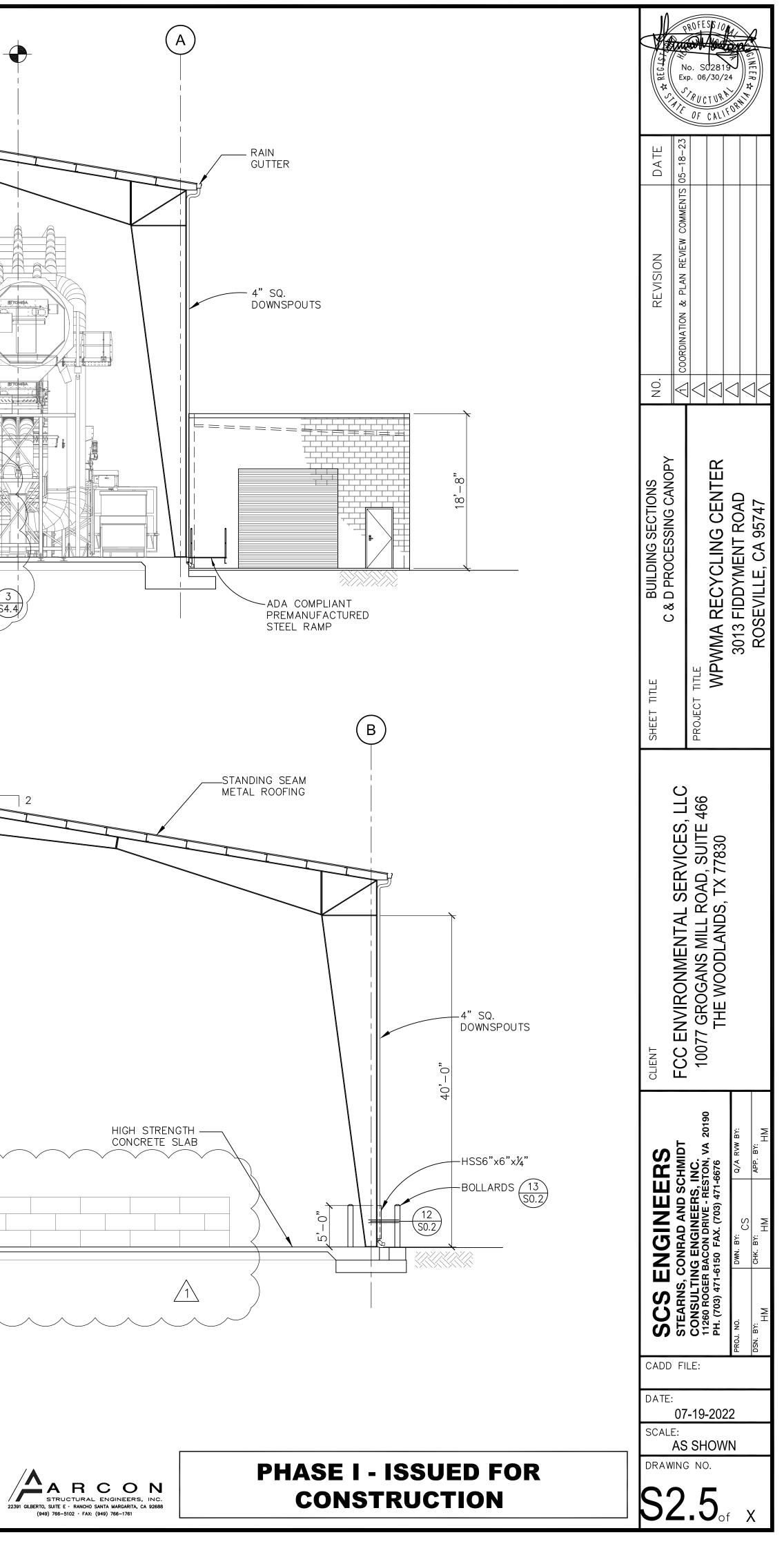


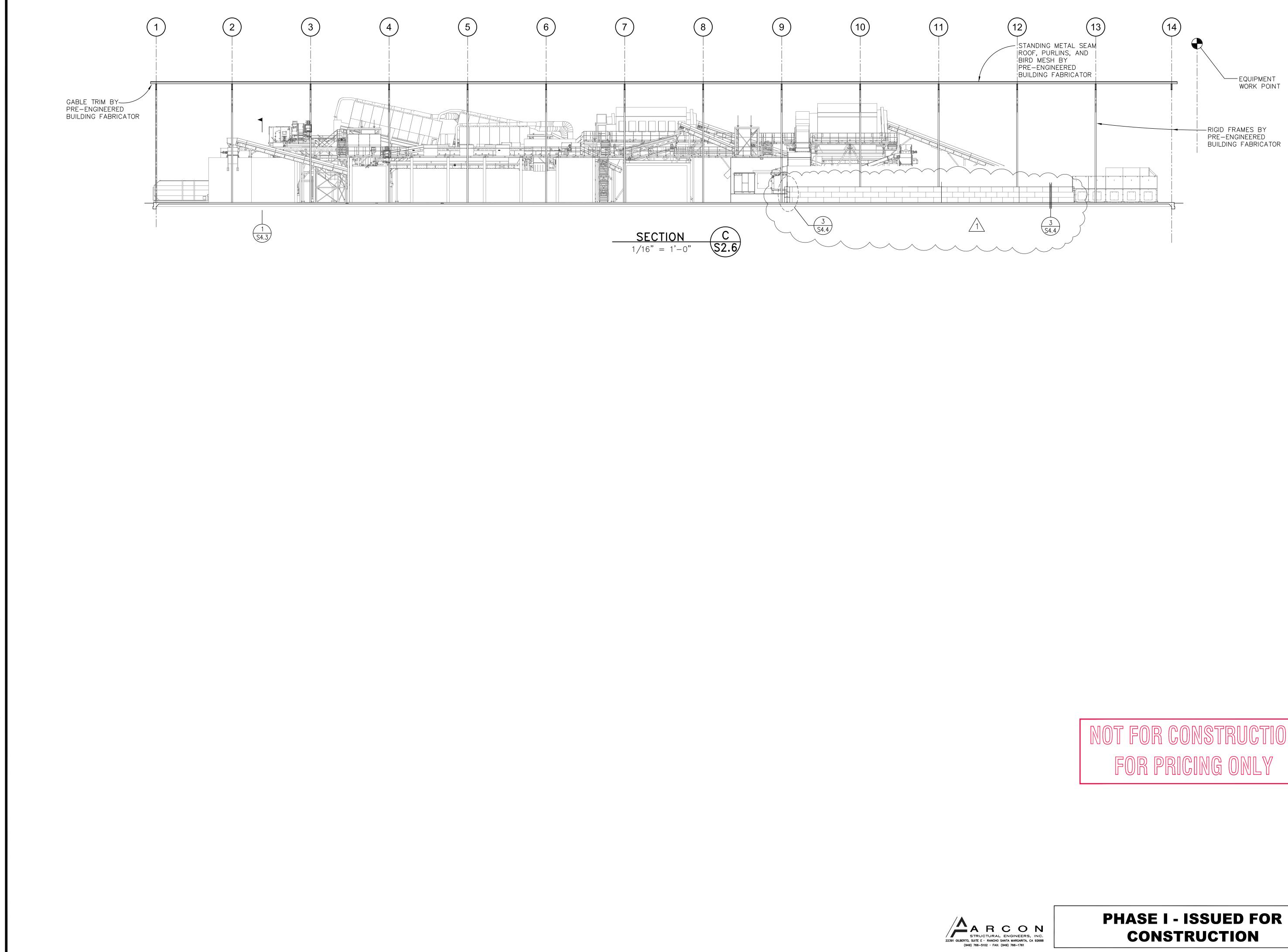




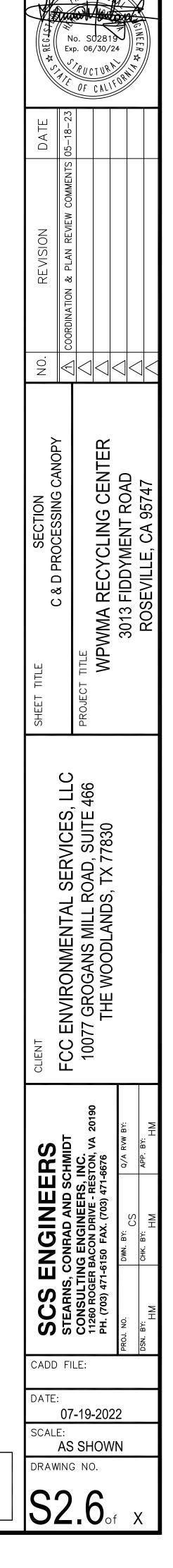
|S2.4_°

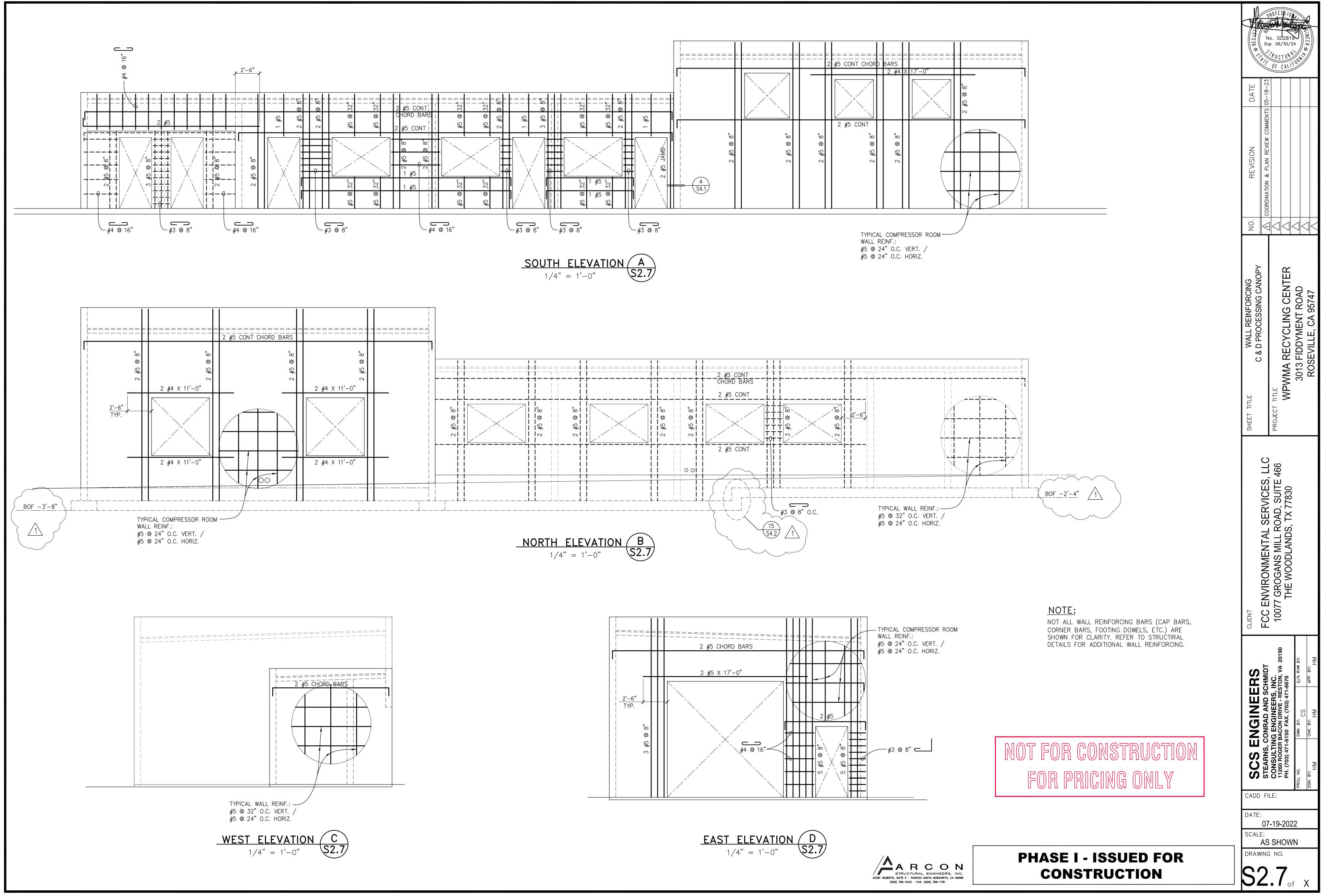




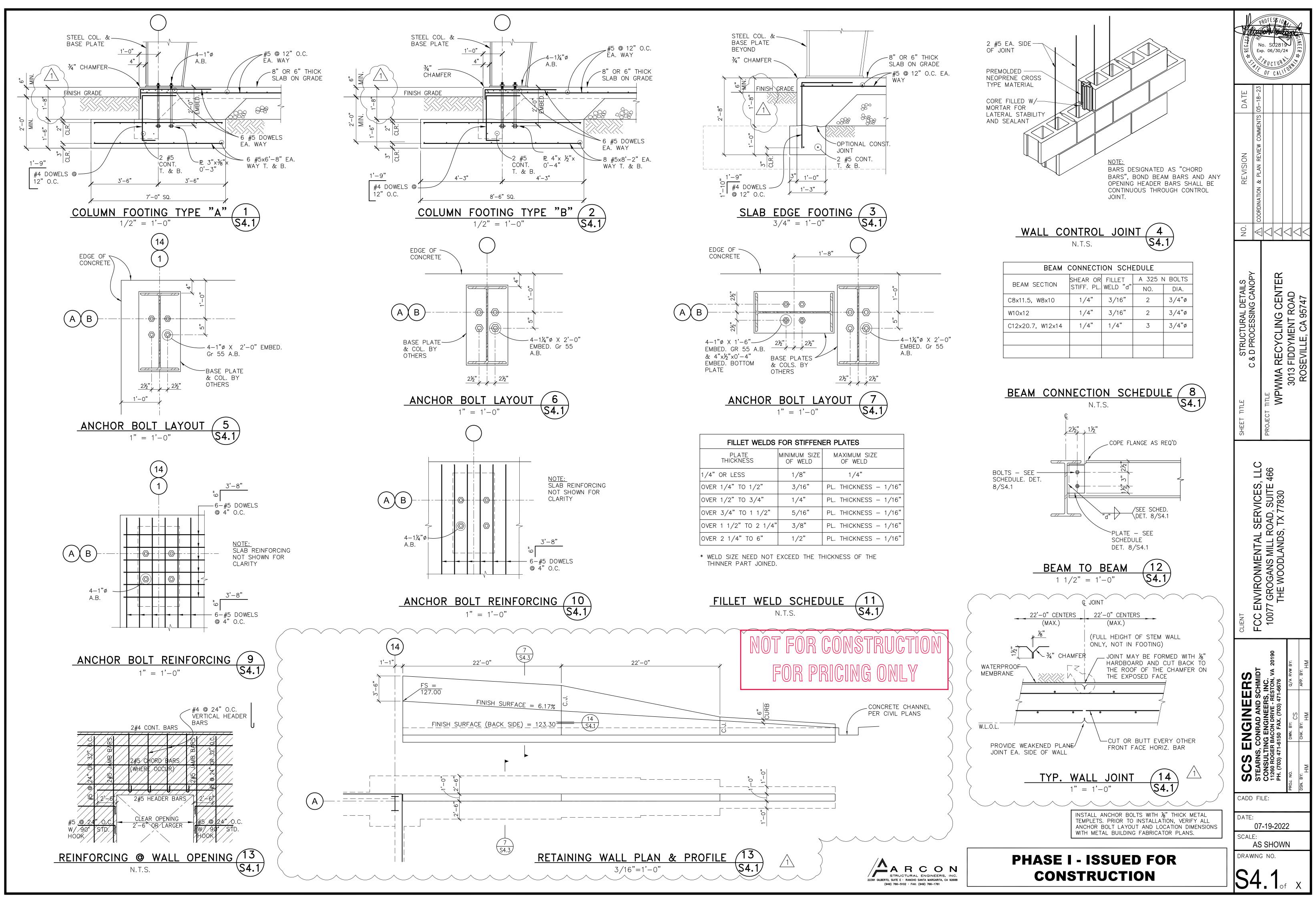


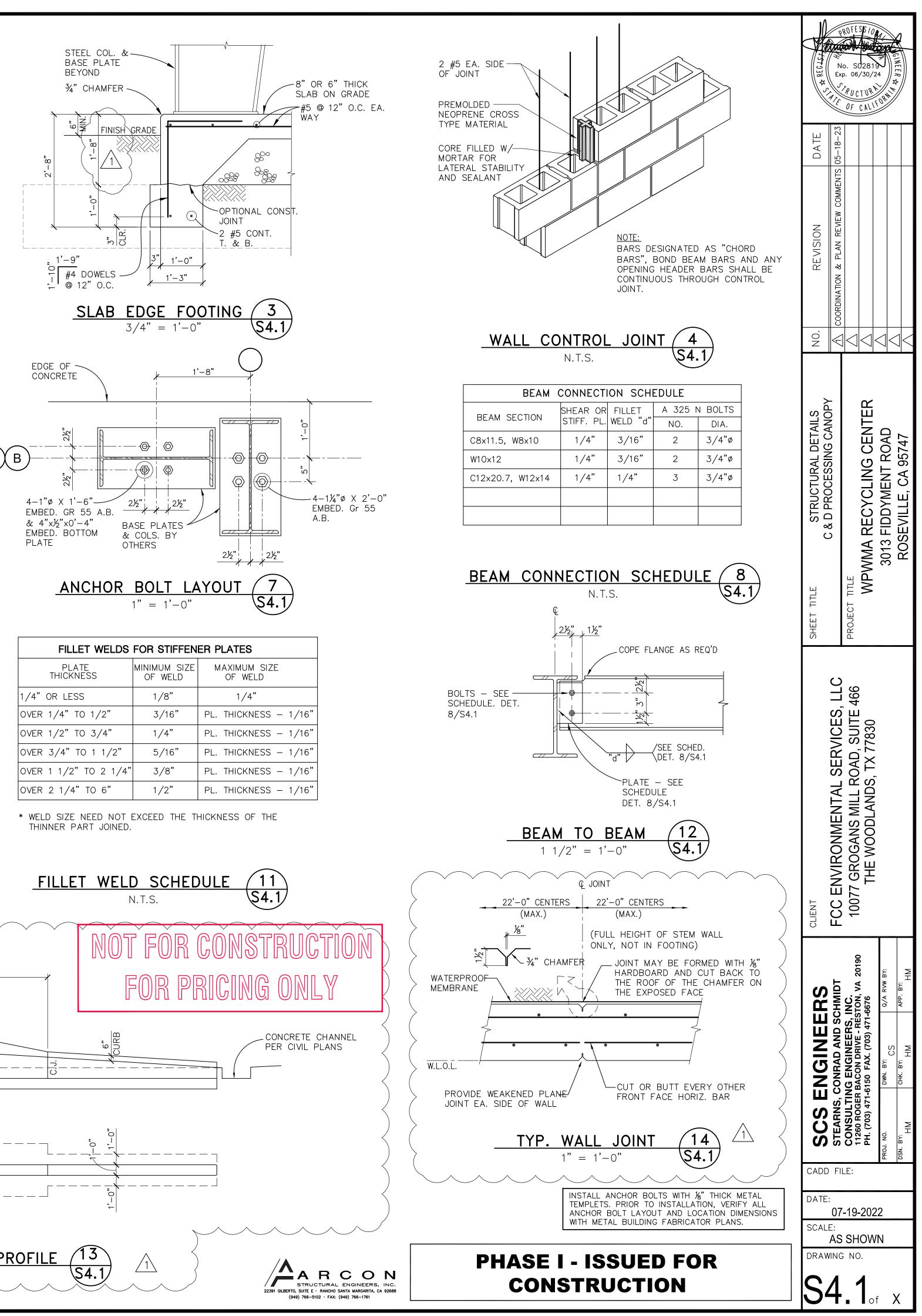
NOT FOR CONSTRUCTION



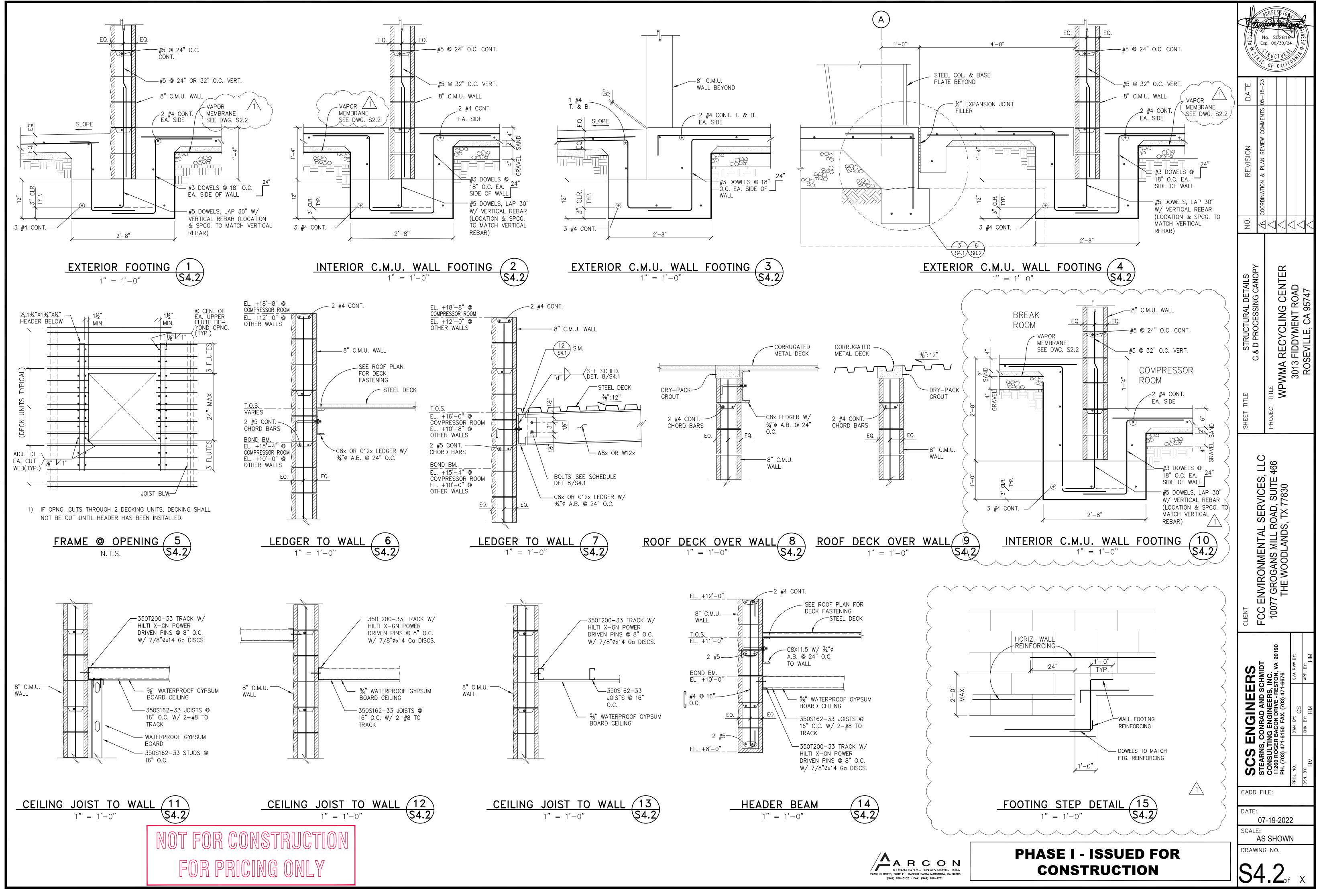


ADFiles-Current/Western Placer/Structural/PHASE 1 C&D/WESTERN PLACER-S27.dwg User: CADSTATION3 Plotted: May 18, 2023 - 1:27pm Last Save: May 18, 2023 -

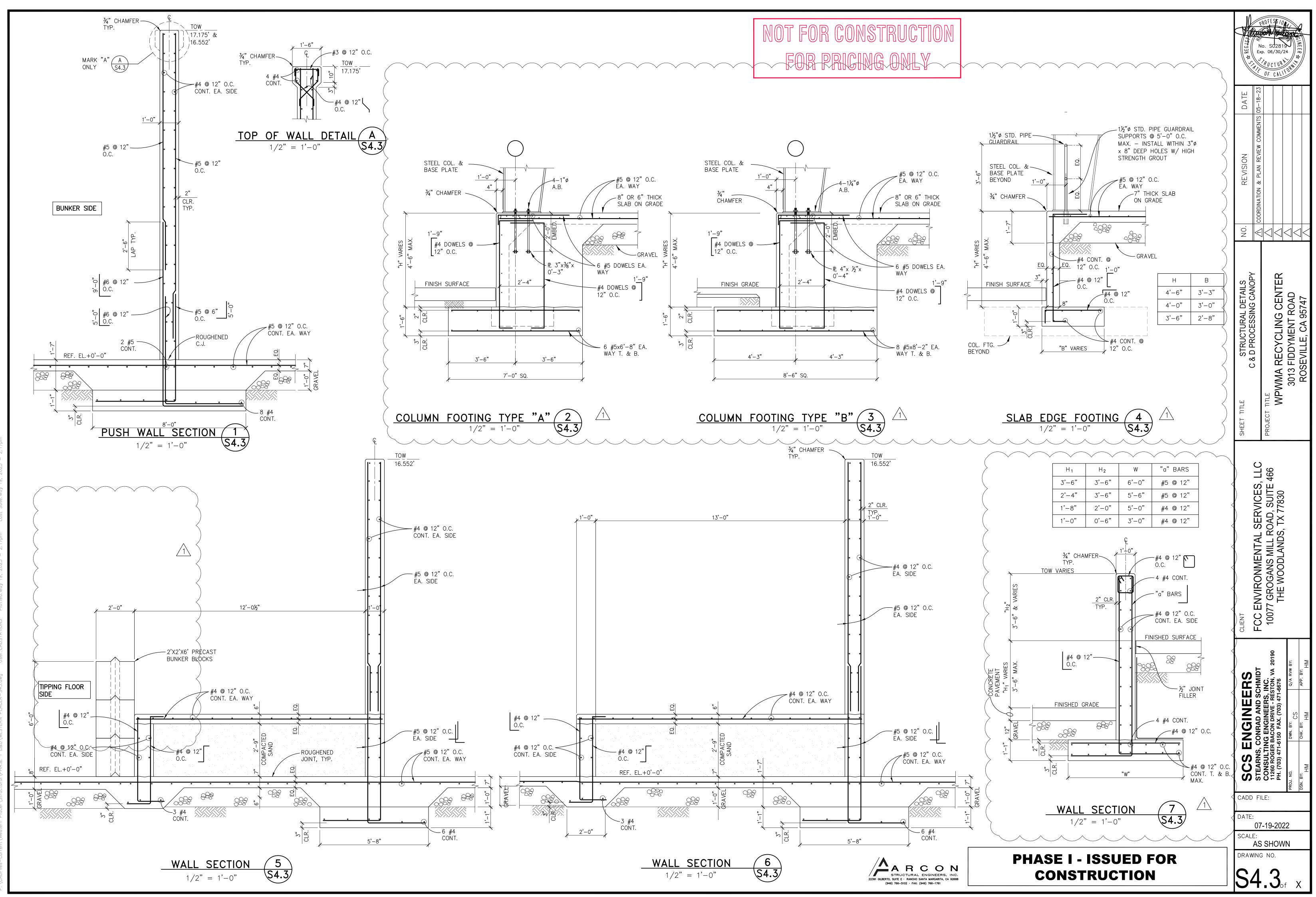


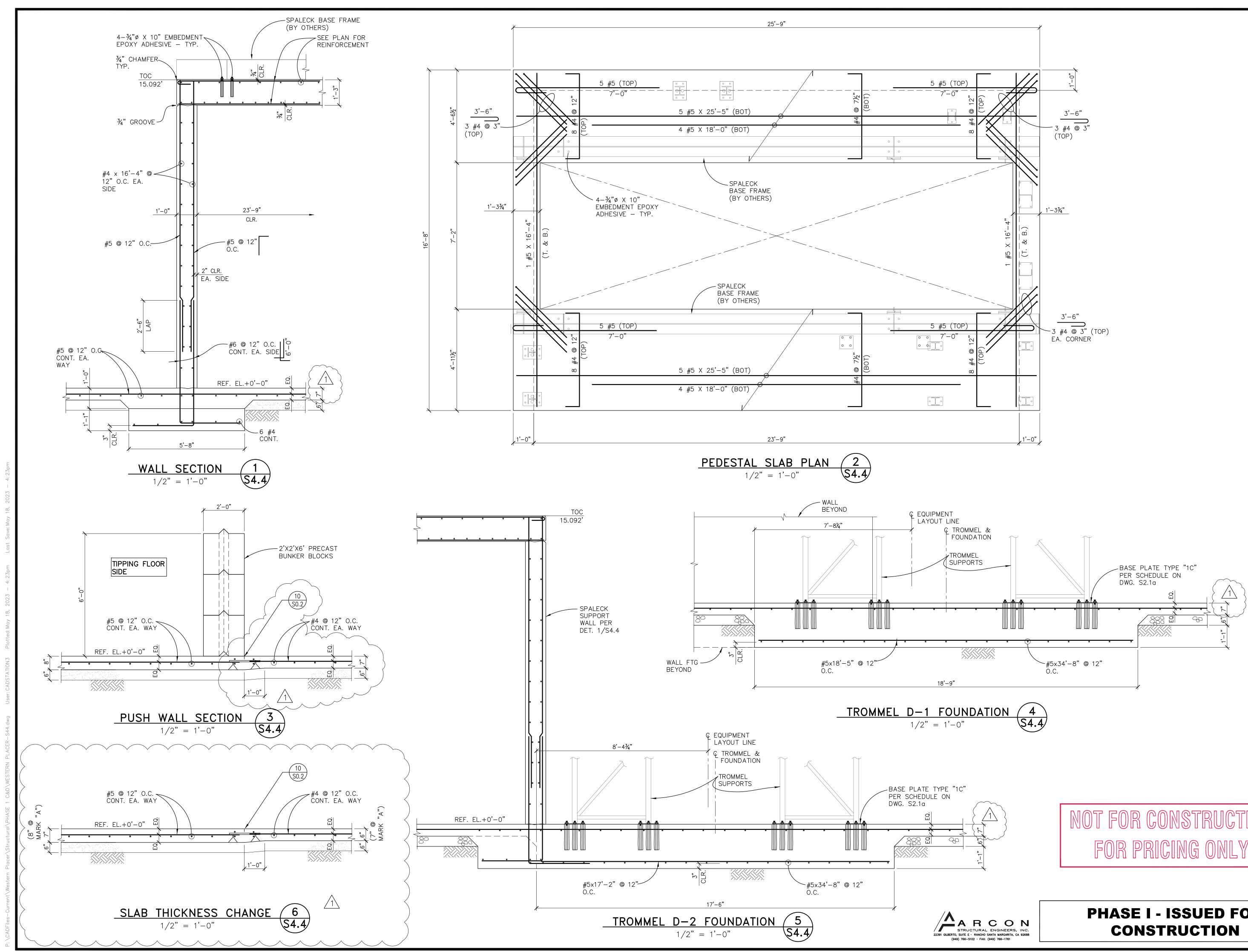


FILLET WELDS FOR STIFFENER PLATES					
PLATE THICKNESS	MINIMUM SIZE OF WELD	MAXIMUM SIZE OF WELD			
1/4" OR LESS	1/8"	1/4"			
OVER 1/4" TO 1/2"	3/16"	PL. THICKNESS – 1/16"			
OVER 1/2" TO 3/4"	1/4"	PL. THICKNESS – 1/16"			
OVER 3/4" TO 1 1/2"	5/16"	PL. THICKNESS – 1/16"			
OVER 1 1/2" TO 2 1/4"	3/8"	PL. THICKNESS – 1/16"			
OVER 2 1/4" TO 6"	1/2"	PL. THICKNESS - 1/16"			



\CADFiles-Current\Western Placer\Structural\PHASE 1 C&D\WESTERN PLACER-S42.dwg User: CADSTATION3 Plotted: May 18, 2023 - 3: 08pm Last Save: May 18, 2023 - 3:





PHASE I - ISSUED FOR

NOT FOR CONSTRUCTION

1.15 th REG.161	EX S S	o. SC p. OG, P. OF		24 JA 10	GINLER & K	
DATE	1EW COMMENTS 05-18-23					
REVISION	COORDINATION & PLAN REVIEW COMMENTS 05-18-23					
NO.	¢ €		\triangleleft	\triangleleft	\triangleleft	\leq
STRUCTURAL DETAILS C.& D.PROCESSING CANOPY			WPWMA RECYCLING CENTER	3013 FIDDVMENT ROAD		RUSEVILLE, CA 95/4/
SHEET TITLE		PROJECT TITLE	WPW			
clent FCC ENVIRONMENTAL SERVICES, LLC 10077 GROGANS MILL ROAD, SUITE 466 THE WOODLANDS, TX 77830						
SCS ENGINEERS	CONRAD AND SCHMIDT	G ENGINEERS, INC.	PH. (703) 471-6150 FAX. (703) 471-6676	DWN. BY: Q/A RVW BY:	CS	HM AFF. BI: HM
CADD	FI	LE:		PROJ. NO.	DEN DX	MH
 SCALE	:	-19- SH				_
draw		S NC). 1		Х	

EXHIBIT 14



From: Joe Skutley <Joe@skutleycontractingcorp.com>
Sent: Wednesday, May 24, 2023 11:48 AM
To: Joshua Barnhorst <jbarnhorst@cambridgecoinc.com>
Cc: jeff@cambridgecoinc.com; bryan@cambridgecoinc.com; Phillip Frank <Phillip.Frank@legilitylaw.com>; Juan Rojas
<Juan@skutleycontractingcorp.com>
Subject: RE: Timeline

CCI Team,

I am reaching out to follow up on my 5/15/2023 & 5/18/2023 emails below. To date, SCC has not received any type of response.

Has there been discussions & agreements with the owner regarding the below matters?

SCC continues to work diligently to prepare for this project, however we need communication. SCC remains ready, willing & able to start this project. As well as willing & ready to complete our negotiations to enter into Contract.

I look forward to your response.

Let me know if you have any questions.

Thank you

JOE SKUTLEY 530.695.6289 OFFICE 530.695.6290 FAX 916.871.6679 MOBILE JOE@SKUTLEYCONTRACTINGCORP.COM

SCC SKUTLEY CONTRACTING

CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463

This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use, dissemination, distribution, disclosure or copying of this communication is *strictly* prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

From: Joe Skutley
Sent: Thursday, May 18, 2023 4:00 PM
To: Joshua Barnhorst <<u>ibarnhorst@cambridgecoinc.com</u>>
Cc: jeff@cambridgecoinc.com; bryan@cambridgecoinc.com; Phillip Frank <<u>Phillip.Frank@legilitylaw.com</u>>; Juan Rojas
<<u>Juan@skutleycontractingcorp.com</u>>
Subject: RE: Timeline

Hello CCI Team,

I am reaching out to follow up on my 5/15/2023 email below. To date I have not received your response. There are several significant obstacles we need to resolve as soon as possible.

SCC continues to work diligently on Preconstruction document efforts and planning for mobilization. Has CCI had an opportunity to review the schedule SCC provided on 5/10/2023?

Would you be so kind as to illuminate how the OAC meeting went yesterday 5/17/2023 as previously discussed with Josh on 5/12/2023.

I look forward to your response.

Let me know if you have any questions.

Thank you

JOE SKUTLEY 530.695.6289 OFFICE 530.695.6290 Fax 916.871.6679 MOBILE JOE@SKUTLEYCONTRACTINGCORP.COM



CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463

This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use, dissemination, distribution, disclosure or copying of this communication is *strictly* prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

From: Joe Skutley
Sent: Monday, May 15, 2023 9:56 AM
To: Joshua Barnhorst <<u>ibarnhorst@cambridgecoinc.com</u>>
Cc: jeff@cambridgecoinc.com; bryan@cambridgecoinc.com; Phillip Frank <<u>Phillip.Frank@legilitylaw.com</u>>; Juan Rojas
<<u>Juan@skutleycontractingcorp.com</u>>
Subject: RE: Timeline

Josh,

Thank you for your time on Friday afternoon. It was most helpful to gain a clear understanding of the project's tracking path, much appreciated!

After further consideration & review of the variable(s) currently known, SCC has created a list of the current understanding of the projects complexities. Please see the below list with current logic explained for each item of concern:

1. Prime Contract. Sequence is the primary driver of this document, which was not provided at time of the bidding process. SCC received a copy of the Prime Contract after requesting it on 4/28/20203, then subsequently receiving a copy of the Prime Contract on 5/9/2023. Please see the attached (Attachment #1) which highlights the out of sequence scope as well as the cost/time impact as identified below. Furthermore, SCC is stating our opposition to CCI's position of simply delivering a slab (Without equipment structure walls) to WPWMA as CCI stated in our most recent meeting on 5/10/2023. It is clear, as identified in attachment #1, WPWMA is expecting ALL of the scope included in the yellow highlighted area, including the walls. How can CCI knowingly enter into Contract with SCC without full transparency of the requirements? This is the furthest approach from a partnership.

Cost Impact = \$268,377.00 (This pricing is only for the current C&D phasing as the indicated milestone shown in Attachment #1. Not for other variables outside of C&D).

Time Impact = T.B.D. (Upon receiving a complete set of documents)

2. Liquidated Damages. SCC requested relief of liquidated damages during initial Trade Partner agreement negotiations (As well a specified exclusion), this request was denied in CCI's Trade Partner agreement response received on 5/10/2023. It was clear at time SCC's proposal was provided to CCI on 3/17/2023, this would be a fast paced project (Not accelerated schedule) with several scheduling efforts made throughout the Pre Construction process to identify the critical path in order to obtain the dates specified in Addenda #1 milestones as shown in the attached (Attachment #2. Page 97 of 102 within Addenda #1). Please see the attached (Attachment #2) which shows the aforementioned milestones assuming the "IFC" documents received would be complete. Furthermore, the risk of liquidated damages was expected to be mitigated upon receipt of "IFC" documents provided & upon receipt of the "Permitted" set of documents. These complete permitted documents were not & have not been received by SCC. To date, SCC has received an incomplete set of Structural drawings on 5/5/2023. Cost & Time impacts as identified below:

Cost Impact = \$157,500.00 (This pricing is only for the current C&D phasing as shown in Attachment #1. Not for other variables outside of C&D).

Time Impact = T.B.D. (Upon receiving a complete set of documents)

3. Design Build. This project was advertised for bid as a Hard Bid delivery method. When a Design Team omits several pieces of key information within the aforementioned "IFC" set of documents and the onus falls to the Trade Partner for a specific division, the project changes into a Design Build delivery method. After conversation between Joe & Josh on 5/12/2023, it was clear this was not expected to be mitigated within the near future. The impact of this Design Build delivery method will be defined below after the following brief explanation; When a Trade Partner needs to request, formally request Architectural Drawings (Please see attached SCC RFI #3 – Attachment #3) to coincide with incomplete currently provided Structural Drawings in order to request Shop

Drawings for Form Work & Reinforcement, yet be unprofessionally berated at our meeting held on 5/10/2023 (Not listing the remaining several variables needed to complete this project outside of C&D), this creates a demand of SCC to provide Design Build based questions to complete the Division 3 scope. Cost Impact = \$275,000.00 Time Impact = T.B.D. (Upon receiving a complete set of documents)

4. Accelerated Schedule. This project at it's current state will clearly need to be delivered with a Project Team developed Accelerated Schedule, including all Trade Partners. This will be necessary to alleviate CCI's onus with regards to Liquidated Damages to FCC & WPWMA. This will subsequently create a demand of all Trade Partners which needs to be addressed at the Project Teams earliest opportunity. Furthermore, this type of environment will trickle down to all of SCC's suppliers & Trade Partners to expedite Shop Drawings & Submittals in which SCC will pay a premium to provide to CCI. This should be passed onto WPWMA & the Design Team. Please see the attached (Attachment #4) for use as an individual example of what this project will incur if this concern is left unmitigated.

Cost Impact = \$250,000.00 Time Impact = T.B.D. (Upon receiving a complete set of documents)

 Change Orders. SCC requested a 15% markup on all Change Orders during initial Trade Partner agreement negotiations, this request was denied in CCI's Trade Partner agreement response received on 5/10/2023. With the above concerns stated, SCC is formally requesting the Change Order percentage to be 15%. Please advise.

Furthermore, upon receipt reply of this email this should be discussed as a Team to insure All Trade Partners are equitably understanding of the demands the above concerns create. Please advise. Cost Impact = T.B.D. Time Impact = T.B.D. (Upon receiving a complete set of documents)

Please review the above list and conclude how CCI would like to coordinate these variables with the Projects Owner and Design Team. If CCI is desiring SCC to enter into a Contractual Agreement preceding sufficient Project Documents the project will need to be Rebid with Real Time/Current Information.

Please feel free to send this correspondence to WPWMA & Design team to allow for a transparent view for the need of a complete set of documents. As this was the perception CCI created at our PreCon Kick Off meeting on 4/13/2023, hence the reasoning SCC has been unable to provided further efforts towards this project. When the IFC set was supplied to SCC on 5/5/2023, it was clear this set of documents is not what it has been, or what is was portrayed to be. Please see PCC code 1104 for further information & support if needed. The timeclock on all Milestones expressed to date shall be reset once the Project Team receives clearly defined direction & documents.

SCC will await CCl's response to this correspondence prior to proceeding with responding to items received in the revised Trade Partner agreement received from Phil Frank on 5/10/2023.

SCC looks forward to a response in which we can build a mutually beneficial & equitable Partnership based upon Honor.

Look forward to your soonest reply.

Let me know if you have any questions.

Thank you



CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463

This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use, dissemination, distribution, disclosure or copying of this communication is *strictly* prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

From: Joe Skutley Sent: Friday, May 12, 2023 3:20 PM To: Joshua Barnhorst <<u>jbarnhorst@cambridgecoinc.com</u>> Subject: Timeline

Josh,

For your review.

Timeline of events. From Proposal to LOI to receiving the Contract

- 1. SCC provided proposal on 3/17/20203 @ 9:45am
- 2. SCC provided supporting Prebid documents as requested by CCI on 3/20/2023
- 3. CCI produced LOI to SCC on 3/27/2023 @ 2:24pm. Contract to follow shortly thereafter
- 4. CCI sent request for pre con kick off meeting on 4/7/2023 @ 10:23am
- SCC Team members Gerry, Juan & Joe attended above pre con kick off meeting on 4/13/2023, as requested by CCI
- 6. CCI provided SCC the first version of the Contract/Trade Partner Agreement on 4/18/2023 @ 12:35pm
- 7. SCC returned Contract/Trade Partner Agreement to CCI on 4/28/2023 @ 8:18am, with SCC markups
- 8. SCC had a phone conversation with CCI's legal counsel on 5/5/2023 @ 11:00am. At that time CCI's counsel informed SCC there was no executed Prime Contract.
- 9. SCC met with CCI Superintendent onsite on 5/8/2023 @ 9:00am.
- 10. SCC received the Prime Contract on 5/9/2023 @ 10:05am. This Document shows a portion of C&D being completed by 6/15/2023 (Including Curing).
- 11. SCC met with CCI Project Manager & Superintendent on 5/10/2023 @ 7:00am.
- 12. The current Contract value is not Commensurate with the risk of Liquidated damages CCI is seeking, or as listed in the Prime Contract.

Let me know if you have any questions.

Thank you

JOE SKUTLEY 530.695.6289 OFFICE 530.695.6290 FAX 916.871.6679 MOBILE JOE@SKUTLEYCONTRACTINGCORP.COM



CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463

This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use, dissemination, distribution, disclosure or copying of this communication is *strictly* prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

EXHIBIT 15

From: Lenny Zelms <lennyzelms@cambridgecoinc.com>

Sent: Thursday, May 25, 2023 8:11 AM

To: Liz Powell <Liz@skutleycontractingcorp.com>; Joe Skutley <Joe@skutleycontractingcorp.com>; Gerry Schoolcraft <Gerry@skutleycontractingcorp.com>

Cc: Ashley Keepers <akeepers@cambridgecoinc.com>; Joshua Barnhorst <jbarnhorst@cambridgecoinc.com>; Makenzie Ganem <mganem@cambridgecoinc.com>

Subject: RE: Scope of Work Letters - Upload #01 - FCC WPWMA Recycling ...

Joe/Liz/Gerry,

Thanks for all your assistance to date. It is unfortunate we were not able to come to terms on the subcontract agreement and execute this project together, hopefully in the future we will have an additional opportunity to come to terms and build together.

Please see attached Letter to Rescind and we will follow up via Certified Mail for your records.

1

Thanks, and please have a great day.

Sincerely,

Lenny Zelms

CAMBRIDGE COMPANIES \ Design-Build Solutions

500 E. Ridge Road, Suite 202, Griffith, IN 46319 14201 N. 87th Street, Suite 135, Scottsdale, AZ 85260 **Phone** (219) 972-1155 \ **Fax** (219) 972-6314 \ **Mobile** (219) 776-0456 <u>lennyzelms@cambridgecoinc.com</u> | <u>www.cambridgecoinc.com</u>

From: Liz Powell <<u>Liz@skutleycontractingcorp.com</u>>

Sent: Monday, March 20, 2023 2:30 PM

To: Lenny Zelms <<u>lennyzelms@cambridgecoinc.com</u>>; Danielle Glickman <<u>dglickman@cambridgecoinc.com</u>>; Cc: Gerry Schoolcraft <<u>Gerry@skutleycontractingcorp.com</u>>; Joe Skutley <<u>Joe@skutleycontractingcorp.com</u>>; Subject: RE: Scope of Work Letters - Upload #01 - FCC WPWMA Recycling ...

Good afternoon,

Attached are the following documents:

- 1. SCC Sub Qualification Statement (attachment #1)
- 2. SCC Sub Contractor's Qualifications Statement/Questionnaire (attachment #2)
- 3. SCC Articles of Corporation (attachment #3)
- 4. SCC 982646 CSLB (attachment #4)
- 5. SCC Schedule A (attachment #5)
- 6. SCC Schedule B (attachment #6)
- 7. SCC SCC IIPP 2022 (attachment #7)

Please let me know if you need anything additional.

Have a great day!

Liz

LIZ POWELL 530.695.6289 Office 530.695.6290 Fax LIZ@SkutleyContractingCorp.com



CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463

This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use, dissemination, distribution, disclosure or copying of this communication is *strictly* prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

From: Lenny Zelms <<u>lennyzelms@cambridgecoinc.com</u>>
Sent: Monday, March 20, 2023 12:02 PM
To: Liz Powell <<u>Liz@skutleycontractingcorp.com</u>>
Cc: Gerry Schoolcraft <<u>Gerry@skutleycontractingcorp.com</u>>; Joe Skutley <<u>Joe@skutleycontractingcorp.com</u>>; Danielle
Glickman <<u>dglickman@cambridgecoinc.com</u>>
Subject: RE: Scope of Work Letters - Upload #01 - FCC WPWMA Recycling ...

Thanks, Liz. Very much appreciate it.

We look forward to seeing it prepared as far as you can get it within the next hour.

Sincerely,

Lenny Zelms

CAMBRIDGE COMPANIES \ Design-Build Solutions 500 E. Ridge Road, Suite 202, Griffith, IN 46319 14201 N. 87th Street, Suite 135, Scottsdale, AZ 85260 Phone (219) 972-1155 \ Fax (219) 972-6314 \ Mobile (219) 776-0456 Lenny@cambridgeconstruction.com \ www.cambridgecoinc.com

From: Liz Powell <Liz@skutleycontractingcorp.com
Sent: Monday, March 20, 2023 11:10 AM
To: Lenny Zelms <lennyzelms@cambridgecoinc.com
Cc: Gerry Schoolcraft <Gerry@skutleycontractingcorp.com
; Joe Skutley <loe@skutleycontractingcorp.com
Subject: RE: Scope of Work Letters - Upload #01 - FCC WPWMA Recycling ...</pre>

Good morning Lenny,

We will begin to work on this right away.

Seems to be basic information being requested. We will complete as much info as possible and get something back to you by the 1pm PST deadline.

Have a great day!

Liz

LIZ POWELL 530.695.6289 Office 530.695.6290 Fax LIZ@SkutleyContractingCorp.com



CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463

This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any

use, dissemination, distribution, disclosure or copying of this communication is *strictly* prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

From: Lenny Zelms <lennyzelms@cambridgecoinc.com>
Sent: Monday, March 20, 2023 8:16 AM
To: Liz Powell <<u>Liz@skutleycontractingcorp.com</u>>; Joe Skutley <<u>Joe@skutleycontractingcorp.com</u>>;
Subject: RE: Scope of Work Letters - Upload #01 - FCC WPWMA Recycling ...

Liz/Joe,

Thanks again for all of the effort thus far.

Please complete and return as much info as possible on the attached forms by 1pm PST today for inclusion in our RFP response to FCC WPWMA, as it is required for any subcontractor over 300K in subcontract value that we will be responding with.

Thanks again and advise of any questions and we hope to land this one together.

Sincerely,

Lenny Zelms

CAMBRIDGE COMPANIES \ Design-Build Solutions 500 E. Ridge Road, Suite 202, Griffith, IN 46319 14201 N. 87th Street, Suite 135, Scottsdale, AZ 85260 Phone (219) 972-1155 \ Fax (219) 972-6314 \ Mobile (219) 776-0456 Lenny@cambridgeconstruction.com \ www.cambridgecoinc.com

From: Liz Powell <Liz@skutleycontractingcorp.com>
Sent: Friday, March 17, 2023 9:45 AM
To: Lenny Zelms <lennyzelms@cambridgecoinc.com>; Lenny Zelms <lennyzelms@cambridgecoinc.com>; Jeff Eriks
</iefferiks@cambridgecoinc.com>
Cc: Gerry Schoolcraft <Gerry@skutleycontractingcorp.com>; Joe Skutley <Joe@skutleycontractingcorp.com>
Subject: RE: Scope of Work Letters - Upload #01 - FCC WPWMA Recycling ...

Good morning CCI Team,

See the attached proposal for your review & please confirm receipt when possible. Feel free to contact either Gerry @ (209) 483-0362 or Joe @ (530) 695-6289 for any clarifications or questions. Also, take a peek at our DGS Cert info below for SB credit!

We appreciate the opportunity & look forward to hearing from you soon!

Have a great day!

Liz



CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463

This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use, dissemination, distribution, disclosure or copying of this communication is *strictly* prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

From: Lenny Zelms <lennyzelms@cambridgecoinc.com</pre>
Sent: Thursday, March 16, 2023 10:43 AM
To: Joe Skutley <<u>Joe@skutleycontractingcorp.com</u>; Brian Roth <<u>brian@gobrco.com</u>
Subject: RE: Scope of Work Letters - Upload #01 - FCC WPWMA Recycling ...

Attached is the finalized/updated question list – additional responses provided does not affect concrete, so Addendum No. 4 should be acknowledged.

I would like to have your proposal by EOB today but if it has to come tomorrow morning we will be OK.

Thanks

Sincerely,

Lenny Zelms

CAMBRIDGE COMPANIES \ Design-Build Solutions

500 E. Ridge Road, Suite 202, Griffith, IN 46319 14201 N. 87th Street, Building C-135, Scottsdale, AZ 85260 **Phone** (219) 972-1155 **Fax** (219) 972-6314 **Mobile** (219) 776-0456 Lenny@cambridgeconstruction.com **www.cambridgecoinc.com**

From: Joe Skutley <<u>Joe@skutleycontractingcorp.com</u>
Sent: Thursday, March 16, 2023 12:20 PM
To: Lenny Zelms <<u>lennyzelms@cambridgecoinc.com</u>
; Brian Roth <<u>brian@gobrco.com</u>
Subject: RE: Scope of Work Letters - Upload #01 - FCC WPWMA Recycling ...

Good morning Lenny,

Are you still expecting proposals today?

Only wanting to clarify if we are to acknowledge and Addenda we do not have?

Let me know if you have any questions.

JOE SKUTLEY 530.695.6289 OFFICE 530.695.6290 FAX 916.871.6679 MOBILE JOE@SKUTLEYCONTRACTINGCORP.COM

CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463

This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use, dissemination, distribution, disclosure or copying of this communication is *strictly* prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

From: Lenny Zelms <<u>lennyzelms@cambridgecoinc.com</u>>
Sent: Thursday, March 16, 2023 7:21 AM
To: Joe Skutley <<u>Joe@skutleycontractingcorp.com</u>>; Brian Roth <<u>brian@gobrco.com</u>>
Subject: RE: Scope of Work Letters - Upload #01 - FCC WPWMA Recycling ...

Joe/Brian,

FYI that we received an Addendum No. 4 last night. Attached are the files that were provided.

I am not distributing these via the online plan rooms just yet as I have notified SCS/FCC that the 04.06 Updated Contractor Questions List remains unchanged from Addendum NO. 3 and want to confirm that is accurate or if a mistake was made prior to widespread distribution. However, I wanted to get it in your possession.

Nothing appears to affect your scope at this time.

- Updated civil sheets relate to:
 - Revising specific sections of parking areas to 2" over 7" in lieu of 3" over 6"
 - Revisions to site utility plans to modify site water/fire lines and distribution as well as providing fire lines to each building structure to support fire suppression system
 - o Adds clarity of volume and sizing of site electrical conduits

Thanks

Sincerely,

Lenny Zelms

CAMBRIDGE COMPANIES \ Design-Build Solutions

500 E. Ridge Road, Suite 202, Griffith, IN 46319 14201 N. 87th Street, Building C-135, Scottsdale, AZ 85260 **Phone** (219) 972-1155 **Fax** (219) 972-6314 **Mobile** (219) 776-0456 Lenny@cambridgeconstruction.com **www.cambridgecoinc.com** From: Joe Skutley <<u>Joe@skutleycontractingcorp.com</u>>
Sent: Thursday, March 9, 2023 1:55 PM
To: Brian Roth <<u>brian@gobrco.com</u>>
Cc: Lenny Zelms <<u>lennyzelms@cambridgecoinc.com</u>>
Subject: FW: Scope of Work Letters - Upload #01 - FCC WPWMA Recycling ...

Sending this out again to make the introduction.

Good luck fellas.

Let me know if you have any questions.

Thank you

JOE SKUTLEY 530.695.6289 OFFICE 530.695.6290 Fax 916.871.6679 MOBILE JOE@SKUTLEYCONTRACTINGCORP.COM

CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463

This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use, dissemination, distribution, disclosure or copying of this communication is *strictly* prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

From: Joe Skutley
Sent: Tuesday, February 21, 2023 3:23 PM
To: Brian Roth <<u>brian@gobrco.com</u>>
Subject: FW: Scope of Work Letters - Upload #01 - FCC WPWMA Recycling ...

Brian,

I know your on vacation.

However, I just went and met with this client. They have NO good resource for the Site or Demo. I think you will like this project, it's right in your backyard.....

These guys are supposedly on the short list of Primes. It would be nice to know you're in front of us..... Good luck

Let me know if you have any questions.

Thank you

CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463

This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use, dissemination, distribution, disclosure or copying of this communication is *strictly* prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

From: Lenny Zelms (Cambridge Companies Inc) <<u>team@buildingconnected.com</u>>
Sent: Monday, February 20, 2023 1:59 PM
To: Joe Skutley <<u>Joe@skutleycontractingcorp.com</u>>
Subject: Scope of Work Letters - Upload #01 - FCC WPWMA Recycling ...

Lenny Zelms of Cambridge Companies Inc sent your company a message about

FCC WPWMA Recycling Center Building Construction & Site Improvements: Concrete

Scope of Work Letters - Upload #01

Good afternoon,

Various scope of work letters have been uploaded to the online plan room. Additional will be forthcoming, hopefully by Wednesday, as we await a few critical RFI responses. The current scope letters will be subject to updating based on forthcoming RFI responses and an additional Addendum but have been posted to provide an idea of the scope of work required by trade.

Please advise of any questions upon review.

Again - there will be an opportunity to visit the site tomorrow the 21st between 8am-12pm PST.

Thanks and please have a great afternoon.

Reply to Lenny Send Bid

Already know if your	company	will bid on this	RFP? Let L	₋enny Zelms know.
	Bidding	Not Bidding	Not Sure	

You will no longer receive messages for this bid package if you select Not Bidding above

Project Details
Location: 3013 Fiddyment Road, Roseville, CA 95747, United States of America
Job Walk: February 21, 2023
Bid Due: March 7, 2023
Good morning,
This is your invitation to bid on the FCC WMWMA Recycling Center Building Construction and Site Improvements project located in Roseville, CA.
This bidding package
View all files and project details »

Sender [Details
----------	---------



Lenny Zelms Pre-Construction Manager • +1 219-972-1155 • <u>lenny@cambridgeconstruction.com</u>



Cambridge Companies Inc 1162, 202, 500 E Ridge Rd suite 200, Griffith, IN 46319, United States © Copyright 2023 BuildingConnected.com. All Rights Reserved. 925 Mission St, San Francisco, CA 94103

æ



Via Fed Ex Next Day Service Signature Required

Skutley Contracting Corporation 1282 Stabler Lane #630-107 Yuba City, CA 95993 Phone 530.695.6289 Joe Skutley

Re: TERMINATION OF CONTRACT & LETTER OF INTENT Subcontract Agreement – Skutley Contracting – BCA2301

Dear Mr. Skutley,

This letter shall serve as notice that Cambridge Companies, Inc. is terminating the above referenced Subcontract Agreement dated April 10th, 2023, without further recourse by either party.

We would like to thank you for your time, and we wish you the best of luck with your future business endeavors.

Sincerely, CAMBRIDGE COMPANIES, INC.

Lenny Zelms Director of Preconstruction

> Cambridge Companies, Inc. 14201 N. 87th Street, Suite 135 – Scottsdale, Arizona 85260 Phone (219) 972-1155

EXHIBIT 16

COOK BROWN LLP

May 26, 2023

SENT VIA OVERNIGHT MAIL & EMAIL

<u>lennyzelms@cambridgecoinc.com</u> jeff@cambridgecoinc.com

Jeff Eriks Lenny Zelms Director of Preconstruction Cambridge Companies, Inc. 14201 N. 87th Street, Suite 135 Scottsdale, AZ 85260

Re: Subcontract Agreement – Skutley Contracting Corporation – BCA2301

Dear Sirs:

The undersigned represents Skutley Contracting Corporation. regarding the above-referenced matter. If you are represented by an attorney, please forward this letter to your attorney.

I have been provided with a copy of your undated letter sent by email to Joe Skutley on May 25, 2023. In your letter you claim that Cambridge Companies, Inc. is terminating the Subcontract Agreement with Skutley Contracting, Inc. "without further recourse by either party." Cambridge Companies, Inc. ("Cambridge") has no legal right to terminate its Subcontract with Skutley Contracting Corporation. ("Skutley").

Skutley provided a bid for the concrete work on the WPWMA Recycling Center Building Construction and Site Improvements Project ("Project). The Project is a public works project subject to the provisions of the Public Contract Code. Cambridge is the prime contractor. On March 27, 2023 you sent Skutley a Letter of Intent which reads in part:

It is Cambridge Construction's intent to issue Skutley Contracting Corporation a contract for building and site concrete services at the FCC WPWMA Recycling Center Improvements project located in Roseville, CA. The initial contract value will be \$4,387,334 which includes the deduct to remove the Push Wall. Please use this Letter of Intent as a notice of award for the project and to lock in all material and labor pricing with required vendors, suppliers, and any third-party subcontractors. Also, please use this LOI as a notice to proceed with the preconstruction process on your end (project staffing, preparation of all required submittals and shop drawings, etc.). We are finalizing various contract exhibits internally and will follow up with your subcontract package electronically within the next few days.

In reliance upon your acceptance and utilization of Skutley's bid and issuance of your LOI, Skutley has increased staffing, purchased equipment and trucks, prepared preconstruction documents, participated in site visits and meetings, and made financial commitments to secure pricing and preconstruction document requirements with its trade partners.

Skutley is listed as the concrete subcontractor on the PWC-100 filed with the Department of Industrial Relations for the Project. On April 2, 2023, Cambridge confirmed that all components of Skutley's proposal will be included in any contract proposed by Cambridge. On April 12, 2023, Cambridge sent Skutley a draft Subcontract Agreement ("Agreement"). After several meetings with Cambridge regarding the scope and sequence of work, the parties exchanged a number of emails regarding the terms of the Subcontract Agreement. On April 28, 2023, Skutley provided Cambridge a version of the Agreement with proposed revisions. On May 10, 2023, Cambridge responded with a new version accepting some of Skutley's revisions and containing additional language. On May 12, 2023, Skutley followed up with an email to Cambridge's counsel regarding the latest version of the Agreement. Cambridge failed to respond to the email and then, in the midst of negotiations and with no prior notice, sent Skutley the alleged termination of the Agreement on May 25, 2023.

Pursuant to Public Contract Code section 4107, a prime contractor on a California public work may not substitute a subcontractor in place of a subcontractor listed in the original bid except with permission of the awarding body upon the occurrence of certain limited events. The purpose of this protection for listed subcontractors is to protect against bid shopping where a prime contractor shops a listed subcontractor's price to obtain a lower price and/or bid peddling where subcontractors offer a lower price to perform work after the listed subcontractor's price is known.

As an initial matter, you do not reference in your termination letter having obtained permission from the awarding body Western Placer Wastewater Management Authority ("WEWA") to terminate Skutley or even having notified WPWMA of your intended action. Had Cambridge provided notice of its intended action to WPWMA, prior to approval of Cambridge's request for substitution, Public Contract Code section 4107(a) requires the awarding body, in this case WPWMA to provide Skutley with notice in writing of Cambridge's request to substitute and of the reasons for the request, by certified or registered mail to the subcontractor's last known address. Upon receipt of such notice, Skutley would have the right to submit written objections to the substitution to the awarding body. No such notice was provided to Skutley.

Even assuming Cambridge were to make a request for substitution, WPWMA should reject such request as none of the statutory bases for substitution are present. Cambridge and Skutley were negotiating the terms of the Agreement. The parties had not completed negotiations and Skutley never refused to execute a contract for the scope of work specified in Skutley's bid at the price Skutley bid. The parties exchanged proposed revisions and had continued discussion both through email and telephone over terms. Cambridge at no time told Skutley that Cambridge considered the parties to have reached impasse nor has Skutley refused to enter a contract.

The Subletting and Subcontracting Fair Practices Act provides a listed subcontractor with the right to perform the listed work unless a valid statutory basis for substitution exists. A general contractor permitting anyone other than the original contractor listed in the bid to perform the work is subject to penalty and exposes the contractor to discipline by the Contractors State License Board. The subcontractor's legal right to perform the work can also be enforced by an action for damages against the prime contractor to recover what the subcontractor would have obtained had the subcontractor been permitted to perform the work. *R.J. Land & Associates Construction Co. v. Kiewit-Shea* (1999) 69 Cal. App. 4th 416.

Skutley remains willing to perform its listed work for its listed price and to sign a contract consistent with the terms and conditions of its bid. Skutley requests that Cambridge immediately confirm it has ceased any and all attempts to terminate Skutley and/or substitute another subcontractor to replace Skutley and that Cambridge resume negotiation on the Agreement. Should Cambridge fail to do so, Skutley will pursue all

///

^{///} ///

available legal rights stemming from Cambridge depriving Skutley of its right to perform the work for which Cambridge listed Skutley as its subcontractor on the Project.

Sincerely,

COOK BROWN, LLP

TCHEON, JR. R. STEP М

cc: Western Placer Wastewater Management Authority FCC Environmental Services California, LLC Skutley Contracting Corporation. (email only)

EXHIBIT 17

SCC SKUTLEY CONTRACTING	

From: Juan Rojas <Juan@skutleycontractingcorp.com>
Sent: Friday, May 26, 2023 12:20 PM
To: Joe Skutley <Joe@skutleycontractingcorp.com>
Subject: FW: Demcon Concrete - Project: Cambridge Recycling Center

fyi

JUAN ROJAS 530.695.6289 OFFICE 530.695.6290 FAX 916.696.0866 MOBILE JUAN@SKUTLEYCONTRACTINGCORP.COM



CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463

This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use, dissemination, distribution,

disclosure or copying of this communication is *strictly* prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

From: <u>mcamello@elitereadymix.net</u> <<u>mcamello@elitereadymix.net</u>> Sent: Friday, May 26, 2023 12:14 PM To: Juan Rojas <<u>Juan@skutleycontractingcorp.com</u>> Subject: FW: Demcon Concrete - Project: Cambridge Recycling Center

Mike Camello Business Development Elite Ready Mix Cell: 925.200.3854 Plant Tel: 916.366.4627 Plant Fax: 916.366.4677 Credit Fax: 925.245.1007 mcamello@elitereadymix.net

6790 Bradshaw Road Sacramento, Ca 95829

3163 Sankey Road Pleasant Grove, Ca 95668 www.elitereadymix.net

From: Alfred Arteaga <<u>alfred@demcon.us</u>>
Sent: Friday, May 26, 2023 11:32 AM
To: mcamello@elitereadymix.net
Cc: Toalei Talataina <<u>toalei@demcon.us</u>>; Jerry Bueno <<u>jerrybueno1@yahoo.com</u>>; Micah Seau <<u>seaum@demcon.us</u>>
Subject: Demcon Concrete - Project: Cambridge Recycling Center

Hello Mike,

Thank you for taking my call. Please see attached.

Regards,

Alfred Arteaga

Demcon Concrete Construction, Inc.

13795 Blaisdell Place Suite 201

Poway, CA 92064

(858) 382-5524 mobile

ENERAL: THE CONTRACTOR SHALL TAKE NO ADVANTAGE OF ANY ERROR OR	OMISSION IN THE	<u>FO</u>	UNDATION: FOUNDATION WORK SHALL CONFORM TO			OIL REDADT NO
PLANS, ESTIMATED QUANTITIES OR SPECIFICATIONS. THE CONTRACT AND VERIFY ALL DIMENSIONS AND CONDITIONS ON THE JOB SITE PR	OR SHALL CHECK	1.	PREPARED BY HUSHMASND ASSOCIATES, OCTOBER 24, 2022.			
COMMENCING WITH THE WORK. SPECIAL CARE SHALL BE GIVEN TO LAYOUT THEREON. IN THE EVENT THE CONTRACTOR DISCOVERS AN	SITE AND BUILDING ERROR, OMISSION,	2.	SOIL DESIGN CRITERIA :			
OR POSSIBLE DISCREPANCY BETWEEN FIELD CONDITIONS AND THE DI IMMEDIATELY NOTIFY THE ENGINEER PRIOR TO PROCEEDING WITH THE		3.	ALLOWABLE NET BEARING PRESSURE FOOTINGS SHALL EXTEND AT LEAST 24"		T ADJACENT FIN	VAL GRADE, 2'-0"
NOTES AND DETAILS ON THE DRAWINGS SHALL TAKE PRECEDENCE OGENERAL NOTES.	OVER THESE		BELOW ROUGH PAD GRADE, OR TO FIRM WHICHEVER IS LOWER.	UNDISTURBED	BEARING SOIL (OF DESIGN CAPACITY
ALL MATERIAL AND WORKMANSHIP SHALL CONFORM TO THE REQUIRE CALIFORNIA BUILDING CODE, THE APPLICABLE PROVISIONS OF THE P THE LOCAL BUILDING OFFICIAL AND THESE REQUIREMENTS.	ROJECT SPECIFICATIONS,	4.	SOIL ENGINEER SHALL VERIFY THAT CON WITH THE RECOMMENDATIONS AND CONC VERIFICATION THERE OF TO THE ENGINE	LUSIONS OF HI	S REPORT, AND	
THE DESIGN, ADEQUACY AND SAFETY OF ERECTION, BRACING, SHORI SUPPORTS, ETC. IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR BEEN CONSIDERED BY THE STRUCTURAL ENGINEER.	AND HAS NOT	5.	BEFORE ANY CONCRETE IS PLACED OR THE SITE SHALL BE TESTED FOR SULFA OF THE RESULTS OF THESE TESTS AND	E CONTENT. TH	HE ENGINEER SH	HALL BE NOTIFIED
THE CONTRACTOR SHALL PROVIDE SAFE AND ADEQUATE BRACES AN SUPPORT THE COMPONENT PARTS OF THE STRUCTURE UNTIL THE S (INCLUDING FLOOR & ROOF DIAPHRAGMS) IS COMPLETE ENOUGH TO ITSELF.	TRUCTURE ITSELF	6.	ACCORDINGLY. FINISHED EXCAVATION FOR FOUNDATION ALL LOOSE MATERIALS AND STANDING V			
NO PIPES, DUCTS, SLEEVES, CHASES, ETC. SHALL BE PLACED IN SL WALLS UNLESS SPECIFICALLY SHOWN OR NOTED, NOR SHALL ANY S	TRUCTURAL	7.	BEFORE ANY CONCRETE IS PLACED, EXC BY A QUALIFIED SOILS ENGINEER TO EN THE REQUIREMENTS OF THE SOIL REPOR	SURE COMPLIAN		
MEMBER BE CUT FOR PIPES DUCTS, ETC., UNLESS OTHERWISE NOTE SHALL OBTAIN PRIOR APPROVAL FOR INSTALLATION OF ANY ADDITIC ETC., REFER TO ARCHITECTURAL AND MECHANICAL DRAWINGS FOR L	NAL PIPES, DUCTS	8.	FOR EXCAVATION IN NATIVE SOIL, SHORI CALIFORNIA REQUIREMENTS.	NG SHALL BE F	PROVIDED TO SA	ATISFY STATE OF
ALL DETAIL CALLOUTS AS SHOWN ON THE DRAWINGS, SECTIONS AND SHALL APPLY TO ALL SIMILAR CONDITIONS WHETHER REFERENCED O DETAILS AND NOTES SHALL APPLY UNLESS SHOWN OTHERWISE IN D	R NOT. TYPICAL	9.	ALL FILLS MUST BE COMPACTED TO 909 GEOTECHNICAL ENGINEER. ALL BACKFIL INSPECTION IS REQUIRED DURING FILL A	MATERIAL MU	ST BE FREE OF	
DESIGN LOADS: RISK CATEGORY: II		10.	NOTIFY THE STRUCTURAL ENGINEER OF ARE IN VARIANCE WITH THE DATA HERE		SOIL CONDITION	S THAT
<u>WIND</u> BASIC WIND SPEED 110 MPH		11.	FOOTING ELEVATIONS SHOWN ON THE DEN NOTED OTHERWISE.	AWINGS ARE T	O BOTTOM OF F	FOOTING, UNLESS
WIND EXPOSURE C EARTHQUAKE SEISMIC IMPORTANCE FACTOR I = 1.00		12.	STEP FOOTINGS, WHERE REQUIRED, AT A WITH A MAXIMUM VERTICAL STEP OF 2'-		ERTICAL TO 2 I	HORIZONTAL MINIMUM
SEISMIC IMPORTANCE FACTOR $I_E = 1.00$ Ss = 0.454 g S1 = 0.226 g		<u>RE</u>	INFORCED CONCRETE:			
SITE CLASS : C SDs = 0.393 g SD1 = 0.226 g		1. 2.	CEMENT FOR CONCRETE OR GROUT SHA AGGREGATES SHALL CONFORM TO A.S.T	M. C-33 FOR		
SEISMIC DESIGN CATEGORY : D R = 3.5 (MOMENT FRAME)		3.	A.S.T.M. C-330 FOR LIGHTWEIGHT CONC READY MIX CONCRETE SHALL BE MIXED	RETE.		
R = 3.25 (BRACED FRAME) R = 5.0 (MASONRY SHEAR WALLS) ROOF DESIGN LOAD: 20 P.S.F.		4.	C–94. ALL CONCRETE CONSTRUCTION SHALL B CODE (A.C.I. 318) AND DETAILING MANU			
TIPPING FLOOR TRAFFIC/REFUSE STORAGE 250 P.S.F. OR HS20- VIEWING GALLERY 100 P.S.F.	44	5.	NOTED IN DRAWIŃGS. CONCRETE SHALL HAVE A MINIMUM ULT	MATE STRENGT	H AT 28 DAYS	TABULATED
ELEVATED WALKWAYS50 P.S.F.LIGHT STORAGE125 P.S.F.NO CHANGES SHALL BE MADE TO THESE DRAWINGS WITHOUT THE EX	VDDESSED WDITTEN		BELOW. EXCEPTIONS SHALL BE NOTED F MIX DESIGNS TO THE STRUCTURAL ENGI	NEER FOR REVI	EW AND APPRO	VAL.
CONSENT OF THE STRUCTURAL ENGINEER. WORK THESE DRAWINGS WITH CIVIL, ARCHITECTURAL, MECHANICAL, A			LOCATION (ACI 318–14 TABLE 4.2.1)	MAX. W/C RATIO	MIN. f'c	CEMENT TYPE
WHERE REFERENCE IS MADE TO VARIOUS TEST STANDARDS FOR MASS STANDARDS SHALL BE THE LATEST EDITION, AND/OR ADDENDUM.			FOOTINGS, -CRADE BEAMS, AND- RETAINING WALLS SO -PUSH WALLS SO	0.55	3,000 PSI	I OR V
AS A CONVENIENCE TO THE CONTRACTOR, THE ENGINEER MAY REVIE DRAWINGS AS TO THEIR GENERAL CONFORMANCE TO THE DESIGN OF	DNCEPT.		-C & D BUILDING	0.45	6,000 PSI	I OR Y
THE CONTRACTOR SHALL BE RESPONSIBLE NONETHELESS FOR COMP AND DIMENSIONS. SHOP DRAWINGS ARE REQUIRED FOR THE FOLLOWI REINFORCING STEEL			EXTERIOR SIDEWALKS SO OTHER BUILDING SO SLABS ON GRADE SO	0.55	3,000 PSI 3,000 PSI	II I
STRUCTURAL STEEL PRE-ENGINEERED STEEL BUILDINGS		6.	ADMIXTURES MAY BE USED WITH APPRO			
VIBRATIONAL EFFECTS OF MECHANICAL EQUIPMENT HAVE NOT BEEN THE STRUCTURAL ENGINEER IN THE DESIGN OF THE STRUCTURE, ME SHALL THEREFORE BE ISOLATED TO ELIMINATE VIBRATIONAL EFFECTS	CHANICAL EQUIPMENT	7.	THE SPECIFIED MINIMUM CEMENT CONTE PROJECTING CORNERS OF SLABS, BEAM	IT. 5, WALLS, COLU		
THE GENERAL CONTRACTOR SHALL BE RESPONSIBLE FOR ALL SHOR OPTIONS, IF PROVIDED HEREIN, ARE FOR THE CONTRACTOR'S CONVE	ING OF EXISTING STRUCTURES.	8.	WITH A 3/4" CHAMFER UNLESS OTHERV CONCRETE FORM TOLERANCES SHALL BI		TANDARDS SET	BY THE
RESPONSIBLE FOR ALL CHANGES NECESSARY, SHALL COORDINATE A OBTAIN ALL REQUIRED APPROVALS, AND PAY ALL COSTS INCIDENT	ALL DETAILS, SHALL	9.	AMERICAN CONCRETE INSTITUTE. ALL ANCHOR BOLTS, DOWELS AND OTHE TO POURING OF CONCRETE.	R INSERTS SHA	ALL BE SECUREI	D IN POSITION PRIOR
NON–STRUCTURAL FRAMING REQUIREMENTS ARE NOT SPECIFIED ON SEE ARCHITECTURAL, MECHANICAL, PLUMBING AND / OR ELECTRICA REQUIRED ADDITIONAL FRAMING.		10.	ALL REINFORCING STEEL SHALL BE WEL PLACING OF CONCRETE. TWO-WAY MA			
IN ADDITION TO THE INSPECTIONS TO BE MADE AS SPECIFIED IN SE 2019 CALIFORNIA BUILDING CODE A REGISTERED DEPUTY INSPECTOR		11.	WAYS AT ALTERNATE INTERSECTIONS. LOCATION OF CONSTRUCTION JOINTS NO SHALL BE APPROVED BY THE ENGINEER			
CALIFORNIA APPROVED BY, AND RESPONSIBLE TO THE ENGINEER AN DEPARTMENT, SHALL BE EMPLOYED DURING THE CONSTRUCTION OF OF WORK:		12.	CONSTRUCTION JOINTS IN WALLS AND S NO STAGGERING OF JOINTS WILL BE PEI	_ABS_SHALL_BE	E IN THE SAME	PLANE.
VERIFICATION AND INSPECTION TASK	SPECIAL INSPECTION	13.	JOINTS SHALL BE NORMAL OR RADIAL CONCRETE SLABS AND WALLS VARIATIO	O THE CENTER I FROM LEVEL	LINE OF CONS	TRUCTION.
VERIFICATION OF MATERIALS BELOW FOOTINGS TO ACHIEVE DESIGN BEARING CAPACITY	PERIODIC INSPECTION	14.	UNLESS OTHERWISE NOTED ON DRAWING PROVIDE NO OPENINGS IN FRAMED SLAE ON STRUCTURAL DRAWINGS OR APPROV	S, WALLS OR E		
VERIFICATION OF EXCAVATION TO PROPER DEPTH AND REACHED PROPER MATERIAL	PERIODIC INSPECTION	15.	PIPES MAY PASS THROUGH STRUCTURA	CONCRETE IN	SLEEVES, BUT	NOT BE EMBEDDED
CLASSIFICATION AND TESTING OF COMPACTED FILL MATERIALS VERIFICATION OF USE OF PROPER MATERIALS, DENSITIES AND LIFT THICKNESSES DURING PLACEMENT AND COMPACTION OF COMPACTED FILL	PERIODIC INSPECTION	16.	DRYPACK SHALL CONSIST OF ONE PART DRY LOOSE VOLUMES AND NOT LESS TH PUTTY OR HYDRATED LIME. DRYPACK SI COMPRESSIVE STRENGTH OF 2500 PSI A	AN 1/4 PART IALL OBTAIN A	NOR MORE THA	AN 1/2 PART LIME 1ATE
OBSERVATION OF SUBGRADE AND VERIFICATION THAT SITE HAS BEEN PREPARED PROPERLY PRIOR TO PLACEMENT OF COMPACTED FILL	PERIODIC INSPECTION	17.	STRUCTURAL ENGINEER FOR REVIEW. PROPER CURING OF ALL CONCRETE IS	HE SOLE RESP	ONSIBILITY OF 1	THE CONTRACTOR
CONCRETE DESIGN MIX FRESH CONCRETE SAMPLING TO FABRICATE SPECIMENS FOR	PERIODIC INSPECTION	18.	AND SHOULD BE DONE IN A MANNER R A.C.I. CODE. SHOP DRAWINGS WHEN REQUIRED BY TH			
STRENGTH TESTS, SLUMP AND AIR CONTENT TESTS, AND DETERMINE THE TEMPERATURE OF CONCRETE CONCRETE PLACEMENT FOR PROPER APPLICATION TECHNIQUES	CONTINUOUS INSPECTION	10.	MUST BE CHECKED BY THE FABRICATOR SUBMITTED FOR REVIEW TO THE STRUCT	AND BEAR CH	ECKERS INITIAL	
PROPORTIONS OF MASONRY SITE-PREPARED MORTAR	CONTINUOUS INSPECTION	19.	PROVIDE TWO #4 BARS IN TOP OF ALL NOT HAVE OTHER TOP STEEL AVAILABL	FOR HOLDING	STIRRUPS.	
TYPE, SIZE AND LOCATION OF WALL ANCHOR BOLTS WALL GROUT SPACE IS CLEAN	PERIODIC INSPECTION PERIODIC INSPECTION	20.	MINIMUM EMBEDMENT OF ANCHOR BOLTS PLANS, SHALL BE 7" IN FOOTINGS OR	HÈ TOP OF CO	NCRETE WALLS,	, 5–1/2" INTO VERTI
WALL GROOT SPACE IS CLEAN WALL PLACEMENT OF REINFORCING	PERIODIC INSPECTION		CONCRETE SURFACES. ALL BOLTS SHAL BEND AT EMBEDDED END. ANCHOR BOL IN LIEU OF BOLTS OR DOWELS IN CONC	S SHALL BE S	PACED A MINIM	UM OF 12 DIAMETERS
CONSTRUCTION OF MASONRY MORTAR JOINTS PLACEMENT OF CONCRETE BLOCK WALL GROUT	PERIODIC INSPECTION CONTINUOUS INSPECTION	21.	MAY BE USED. CONCRETE DIMENSIONS SHALL BE MEAS AND PARALLEL TO OR AT RIGHT ANGLE			
PREPARATION OF ANY REQUIRED GROUT SPECIMENTS, MORTAR SPECIMENS AND/OR PRISMS	CONTINUOUS INSPECTION	22.	PLAN, EXCEPT AS OTHERWISE SHOWN. EPOXY ANCHORS SHALL BE HILTI HY-20	·		
INSPECTION OF REINFORCING STEEL AND PLACEMENT	PERIODIC INSPECTION	23.	EQUAL. EXPANSION ANCHORS SHALL BE HILTI K			
SPECIFIED SIZE, GRADE & LOCATION OF WALL REINFORCING STRUCTURAL FIELD WELDING: FILLET WELDS $\leq 5/16$ "	PERIODIC INSPECTION PERIODIC INSPECTION	۷۵.	APPROVED EQUAL.	2001 12 (1		Low ISTA ON
OTHER FIELD WELDING.	CONTINUOUS INSPECTION					
	PERIODIC INSPECTION					
HIGH STRENGTH BOLTING BEARING TYPE CONNECTIONS						

18. THE OWNER OR THE OWNER'S AUTHORIZED AGENT SHALL EMPLOY A REGISTERED DESIGN PROFESSIONAL TO PERFORM STRUCTURAL OBSERVATIONS AS DEFINED IN SECTION 1704.6 OF THE CALIFORNIA BUILDING CODE. OBSERVED DEFICIENCIES SHALL BE REPORTED IN WRITING TO THE OWNER'S REPRESENTATIVE, SPECIAL INSPECTOR, CONTRACTOR AND THE BUILDING OFFICIAL.

- PACITY
- TEN
- TED

- THE

- NIMUM,

- OR

- PRIOR

- (IMUM,
- ETAILED EDDED THEREIN. ON IME

- DO
- VERTICAL /4"90 METERS. INSERTS
- PROFILE, ON THE
- ROVED
- 17) OR

CONCRETE MASONRY:

- CONCRETE MASONRY UNITS SHALL BE NORMAL WEIGHT UNITS CONFORMING TO ASTM C-90, WITH A MINIMUM COMPRESSIVE STRENGTH (f'm) OF 2,000 PSI.
- MASONRY BLOCK UNITS ARE 8"x8"x16" MODULAR SIZE PRECISION SPLIT & SMOOTH FACE 2.
- UNITS. 3. MORTAR SHALL CONFORM TO ASTM C-270, TYPE S, WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 1,800 PSI.
- 4. GROUT SHALL CONFORM TO ASTM C-476, WITH A MINIMUM 28 DAY COMPRESSIVE STRENGTH OF 2,000 PSI.
- CEMENT FOR MASONRY MORTAR AND GROUT SHALL BE TYPE II PORTLAND CEMENT, 5. MEETING THE REQUIREMENTS OF ASTM C-150.
- WHEN GROUTING IS STOPPED FOR ONE HOUR OR LONGER. HORIZONTAL CONSTRUCTION JOINTS SHALL BE FORMED BY STOPPING THE GROUT POUR 1-1/2" BELOW TOP OF THE UPPERMOST UNIT.
- 7. ALL BOND BEAM BLOCK SHALL BE "DEEP CUT" UNITS.
- 8. ALL REINFORCING STEEL, ANCHOR BOLTS, DOWELS AND INSERTS SHALL BE WELL SECURED IN POSITION PRIOR TO PLACING CONCRETE OR GROUT.
- WALLS SHALL BE GROUTED SOLID UNLESS OTHERWISE SPECIFIED ON THE PLANS, WIRE 9. MESH SHALL BE USED TO FORM HORIZONTALLY (PAPER, CARDBOARD, ETC., NOT ACCEPTABLE) IN PARTIALLY GROUTED WALLS.
- BENT BAR ANCHOR BOLTS SHALL HAVE A HOOK WITH A 90 DEG. BEND WITH AN INSIDE 10. DIAMETER OF THREE BOLT DIAMETERS, PLUS AN EXTENSION OF 1 1/2 BOLT DIAMETERS AT THE FREE END. HEADED ANCHOR BOLTS SHALL HAVE A STANDARD BOLT HEAD. ALL BOLTS SHALL BE GROUTED IN PLACE WITH AT LEAST 1" OF GROUT BETWEEN THE BOLT AND THE MASONRY. DRILLED ANCHORS SHALL NOT BE SUBSTITUTED FOR CAST IN PLACE BOLTS.
- 11. CLEANOUT OPENINGS SHALL BE PROVIDED AT BOTTOM OF ALL VERTICALLY GROUTED CELLS IF GROUT LIFT EXCEEDS 5'-4". MAXIMUM GROUT LIFT SHALL BE 8'-0".
- 12. ALTHOUGH BRACING OF WALLS REMAINS THE SOLE RESPONSIBILITY OF THE CONTRACTOR, ALL MASONRY AND WALLS SHALL BE BRACED AS REQUIRED TO WITHSTAND A MINIMUM WIND LOAD OF 10 PSF APPLIED PERPENDICULAR TO WALL IN EITHER DIRECTION. BRACING SHALL REMAIN IN PLACE UNTIL THE STRUCTURE IS COMPLETE ENOUGH TO SUPPORT THE WALL.
- 13. AT ALL OPENINGS IN MASONRY WALLS PROVIDE TWO #5 BARS AT JAMBS, HEAD AND SILLS, EXTENDING 2'-0" BEYOND EDGES OF OPENING FOR HORIZONTAL BARS AND TOP TO BOTTOM FOR VERTICAL BARS.
- 14. VERIFY MASONRY OPENING SIZES AGAINST APPROVED APPURTENANCE SUBMITTALS PRIOR TO MASONRY CONSTRUCTION.

REINFORCING STEEL:

- ALL REINFORCING STEEL UNLESS OTHERWISE NOTED IN DRAWINGS SHALL CONFORM TO ASTM A-615, GRADE 60.
- REINFORCING DETAILING, BENDING AND PLACING SHALL BE IN ACCORDANCE WITH CONCRETE REINFORCING STEEL INSTITUTE "MANUAL OF STANDARD PRACTICE" LATEST EDITION.
- ALL WELDING OF REINFORCING BARS SHALL BE DONE BY THE SHIELDED METAL 3 ARC WELDING PROCESS, IN ACCORDANCE WITH A.W.S. D1.4 (LATEST EDITION) AND BE PREPARED BY CERTIFIED WELDERS AND CONTINUOUSLY INSPECTED BY A LICENSED INSPECTOR APPROVED BY THE LOCAL GOVERNING AUTHORITY.
- REINFORCING SHALL BE SPLICED ONLY AS SHOWN OR NOTED. SPLICES AT OTHER 4. LOCATIONS MAY BE ALLOWED ONLY IF APPROVED BY THE STRUCTURAL ENGINEER.
- 5. PLACING OF REINFORCEMENT SHALL CONFORM TO THE AMERICAN CONCRETE INSTITUTE'S BUILDING CODE REQUIREMENTS FOR REINFORCED CONCRETE, LATEST EDITION.
- 6. ALL REINFORCING STEEL SHALL BE WELL SECURED IN PLACE IN THE FORMS PRIOR TO PLACING OF CONCRETE. TWO-WAY MATS OF STEEL MUST BE WIRED TOGETHER BOTH WAYS AT ALTERNATE INTERSECTIONS.
- 7 VERTICAL BARS IN WALLS SHALL BE ACCURATELY POSITIONED AT THE CENTER
- OF WALL, UNLESS OTHERWISE NOTED ON DETAILS AND SHALL BE TIED IN POSITION AT TOP AND BOTTOM AND AT INTERVALS NOT EXCEEDING 192 BAR DIAMETERS. DIMENSIONS FROM FACE OF CONCRETE TO STEEL (CLR.) ARE TO FACE OF BARS. - 8.
- THE TRANSVERSE REINFORCING STEEL SHALL TERMINATE ONE AND ONE-HALF 9 INCHES FROM THE CONCRETE SURFACE, UNLESS OTHERWISE NOTED.
- BARS NOTED "CONT" AND TYPICAL WALL REINFORCING SHALL HAVE A MINIMUM 10. SPLICE EQUAL TO THE STANDARD LAP SPLICES UNLESS OTHERWISE SHOWN ON THE DRAWINGS.
- 11. SPLICES IN ADJACENT HORIZONTAL WALL REINFORCED BARS SHALL BE STAGGERED 4'-0" MINIMUM UNLESS OTHERWISE NOTED.
- 12. PROVIDE DOWELS IN FOOTINGS AND/OR GRADE BEAMS THE SAME GRADE, SIZE AND NUMBER AS VERTICAL WALL REINFORCING, UNLESS OTHERWISE NOTED. DOWELS SHALL HAVE A MINIMUM PROJECTION EQUAL TO STANDARD LAP SPLICE UNLESS OTHERWISE NOTED.
- 13. UNLESS OTHERWISE NOTED IN DETAILS, FURNISH #3 SPACER TIES AT APPROXIMATELY 2'-6" ON CENTER IN ALL BEAMS AND FOOTINGS TO SECURE REINFORCING IN PLACE.
- 14. REINFORCING BARS AND ACCESSORIES SHALL NOT BE IN CONTACT WITH ANY PIPE, PIPE FLANGE OR METAL PARTS EMBEDDED IN CONCRETE. A MINIMUM
- CLEARANCE OF 2" SHALL BE MAINTAINED BETWEEN REINFORCING STEEL AND ALL EMBEDDED METAL PARTS. PROVIDE THE MINIMUM PROTECTIVE COVERING OF CONCRETE UNLESS OTHERWISE NOTED: 15.
- BELOW GRADE OR EXPOSED TO WEATHER: UNFORMED, CAST IN PLACE 3" CLEAR
- FORMED, CAST IN PLACE 2" CLEAR ABOVE GRADE AND NOT EXPOSED TO WEATHER

ABOVE GRADE AND NOT	EXPOSED TO WEATHER:
WALLS	2" CLEAR (PUSH SIDE OF PUSH WALLS)
	3/4" CLEAR (ALL OTHERS)
STRUCTURAL SLABS	1½"CLEAR (TOP)

STRUCTURAL STEEL:

STRUCTURAL STEEL SHALL CONFORM TO ASTM A36, UNLESS OTHERWISE NOTED. 1.

3/4" CLEAR (BOT.)

- 2. STEEL PIPE SHALL CONFORM TO ASTM A53, GRADE "B", (Fy=35 KSI).
- 3. STEEL TUBE SHALL CONFORM TO ASTM A500, (Fy=46 KSI).
- ALL MAIN MEMBERS SHALL HAVE BOLTS CONFORMING TO ASTM A325. 4.
- 5. MACHINE BOLTS AND ANCHOR BOLTS SHALL CONFORM TO ASTM A307, GRADE "A" UNLESS OTHERWISE NOTED.
- ALL WELDING SHALL BE BY THE ELECTRIC SHIELDED ARC PROCESS AND SHALL COMPLY 6.
- WITH AWS SPECIFICATIONS FOR WELDING AND FABRICATION. ALL WORKMANSHIP AND MATERIALS SHALL CONFORM TO THE LATEST EDITION OF THE 7.
- "AISC SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS". SEQUENCE OF PLACING WELDS SHALL BE SUCH AS TO AVOID DISTORTION OF MEMBERS. 8.
- ALL SHOP WELDING SHALL BE PERFORMED BY CERTIFIED OPERATORS IN A SHOP 9. LICENSED BY THE LOCAL AUTHORITY.
- 10. A CERTIFICATION OF FABRICATION FROM THE SHOP PERFORMING THE WELDING OR A REPORT FROM THE SPECIAL INSPECTOR MUST BE FURNISHED TO THE JOB INSPECTOR PRIOR TO FRAMING APPROVAL.
- 11. ALL FIELD WELDING SHALL BE DONE BY CERTIFIED WELDERS AND CONTINUOUSLY INSPECTED BY A LICENSED INSPECTOR APPROVED BY THE LOCAL AUTHORITY.



1. S	EEL DECKING: TEEL DECKING SHALL BE OF THE TYPES AND GAUGES INDICATED ON THE DRAWINGS AND		AND AND A
E	HALL BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS, XCEPT WHERE OTHERWISE INDICATED ON THE DRAWINGS.		No. S02819 xp. 06/30/24
А	STEEL DECKING AND FLASHING SHALL BE FABRICATED OF SHEET METAL CONFORMING TO STM A446.	AN AND AND AND AND AND AND AND AND AND A	OF CALIFORN
D	STEEL DECKING TO BE GALVANIZED IN ACCORDANCE WITH ASTM A525 G60 COATING ESIGNATION.		UP CALL
R	ALL NECESSARY ACCESSORY ITEMS SUCH AS CLOSURES, INSULATION CLIPS, ROOF SUMP ECESSES, ETC., SHALL BE GALVANIZED, FURNISHED AND INSTALLED AS REQUIRED. VELDING OF STEEL DECKING SHALL CONFORM TO AWS D1.1.	DATE	
"	ALL WELDS AND ABRASIONS SHALL BE GIVEN A PROTECTIVE COAT OF "GALVALLOY", DRY—GALV", "GALVICON" OR APPROVED EQUAL, UNLESS COVERED BY LIGHTWEIGHT INSULATING ONCRETE FILL.		
<u>LIG</u>	ALL COLD FORMED LIGHT GAUGE MEMBERS SHALL BE GALVANIZED, OF THE TYPE, SIZE	VISION	
2.	AND GAUGES SHOWN ON THE PLANS, COMPLYING WITH ASTM A1011 SS, GRADE 55. ALL ROOF AND WALL PANELS SHALL BE ZINC- COATED GALVANIZED, OR ZINC-IRON ALLOY COATED GALVANNEALED BY THE HOT-DIP PROCESS, COMPLYING WITH ASTM	RE	
3.	A653 AND A792, GRADE 50 CLASS 2, OR GRADE 80. ALL BRACING RODS SHALL COMPLY WITH ASTM A572, GRADE 65.		
4.	ROOF PBR PANEL STRUCTURAL FASTENERS ARE 12–14 X 1 1/4" SS SCOTS (TEKS 2) WITH WASHERS, OR 12–14x1 1/2" SS SCOTS (TEKS 2) WITH WASHERS, UNLESS OTHERWISE NOTED.	o' <	
5.	ROOF PBR PANEL STITCH FASTENERS ARE 1/4-14 X 1 1/8" SS SCOTS (TEKS 1) WITH WASHERS, UNLESS OTHERWISE NOTED.		
6.	ROOF SSR PANEL BASE CLIPS AND TAB CLIPS SHALL COMPLY WITH C.B.C. SECTION 1507.4 AND DESIGNED FOR DESIGN LOADS FOR THIS PROJECT.		
7. 8.	WALL PANEL STRUCTURAL FASTENERS ARE 12–14 X 1 1/4" CARBON (TEKS 2) WITHOUT WASHERS, OR 12–14 X 1 1/2" CARBON (TEKS 1) WITHOUT WASHERS. WALL PANEL STITCH FASTENERS ARE 1/4–14 X 7/8" CARBON (TEKS 1) WITHOUT)TES UILDING	CENTER
9.	WASHERS. ALL STUD AND/OR JOIST FRAMING MEMBERS SHALL BE OF THE TYPE SIZE AND	l C m	
10.	GAUGES SHOWN ON THE PLANS OR APPROVED EQUAL. ALL PAINTED STUDS AND/OR JOISTS, 12, 14 AND 16 GAGE SHALL BE FORMED FROM STEEL THAT CORRESPONDS TO THE REQUIREMENTS OF ASTM A570, WITH A MINMUM YIELD OF 50 KSI.	3AL NCE	RECYCLING FIDDYMENT F
11.	ALL PAINTED TRACK, 14 & 16 GAGE, AND ALL PAINTED BRIDGING AND ACCESSORIES SHALL BE FORMED FROM STEEL THAT CORRESPONDS TO THE REQUIREMENT OF ASTM A570, GRADE 33, WITH A MINIMUM YIELD OF 50 KSI.	GENEF	
12.	ALL GALVANIZED STUDS (AND/OR) JOISTS, 12, 14 AND 16 GAGE SHALL BE FORMED FROM STEEL THAT CORRESPONDS TO THE REQUIREMENTS OF ASTM A446, GRADE D WITH A MINIMUM YIELD OF 50 KSI.		TITLE WPWMA 3013
13.	ALL PAINTED 18 AND 20 GAGE STUDS, TRACK AND/OR JOISTS SHALL BE FORMED FROM STEEL THAT CORRESPONDS TO THE REQUIREMENTS OF ASTM A611, GRADE C, WITH A MINIMUM YIELD OF 33 KSI.	SHEET TITLE	OJECT TIT
14.	ALL GALVANIZED 18 AND 20 GAGE STUDS AND/OR JOISTS, AND ALL GALVANIZED TRACK, BRIDGING, END CLOSURES AND ACCESSORIES SHALL BE FORMED FROM STEEL THAT CORRESPONDS TO THE REQUIREMENTS OF ASTM A446, GRADE A, WITH A MINIMUM YIELD OF 33 KSI.	SH	Ч
15.	ALL STUDS, JOISTS AND ACCESSORIES SHALL BE PRIMED WITH RUST INHIBITIVE PAINT MEETING THE PERFORMANCE REQUIREMENTS OF TT-P-636CM, OR SHALL BE FORMED FROM STEEL HAVING A G-60 GALVANIZED COATING.		466
16.	FRAMING COMPONENTS MAY BE PRE-ASSEMBLED INTO PANELS PRIOR TO ERECTING. PREFABRICATED PANELS SHALL BE SQUARE WITH COMPONENTS ATTACHED IN A MANNER AS TO PREVENT RACKING. ALL FRAMING COMPONENTS SHALL BE CUT SQUARELY FOR ATTACHMENT TO		SUITE 7830
18.	PERPENDICULAR MEMBERS, OR AS REQUIRED FOR AN ANGULAR FIT AGAINST ABUTTING MEMBERS, MEMBERS SHALL BE HELD POSITIVELY IN PLACE UNTIL PROPERLY FASTENED. TRACKS SHALL BE SECURELY ANCHORED TO THE SUPPORTING STRUCTURE AS SHOWN		ROAD, S, TX 7
19.	ON THE PLANS. COMPLETE UNIFORM AND LEVEL BEARING SUPPORT SHALL BE PROVIDED FOR THE	ITAI	
20.	BOTTOM TRACK. AT TRACK BUTT JOINTS, ABUTTING PIECES OF TRACK SHALL BE SECURELY ANCHORED TO A COMMON STRUCTURAL ELEMENT, OR THEY SHALL BE BUTT WELDED OR SPLICED TOCETHER		
21.	SPLICED TOGETHER. STUDS SHALL BE PLUMBED, ALIGNED AND SECURELY ATTACHED TO THE FLANGES OR WEBS OF BOTH UPPER AND LOWER TRACKS.		GROG THE W
22.	FRAMED WALL OPENINGS SHALL INCLUDE HEADERS AND SUPPORTING STUDS AS SHOWN ON THE PLANS.	FNVIRG	
23.	JACK STUDS SHALL BE INSTALLED BELOW WINDOW SILLS, ABOVE WINDOW AND DOOR HEADS, AT FREE STANDING STAIR RAILS, AND ELSEWHERE TO FURNISH SUPPORT, AND SHALL BE SECURELY ATTACHED TO SUPPORTING MEMBERS.		10077
24.	TEMPORARY BRACING SHALL BE PROVIDED UNTIL ERECTION IS COMPLETED.		20190 ^{BY:}
25.	WALL STUD BRIDGING SHALL BE INSTALLED IN A MANNER TO PROVIDE RESISTANCE TO BOTH MINOR AXIS BENDING AND ROTATION. BRIDGING ROWS SHALL BE EQUALLY SPACED NOT TO EXCEED 4'-0" ON-CENTER.	GINEERS BAD AND SCHMIDT	NGINEERS, INC. ND DRIVE - RESTON, VA FAX. (703) 471-6676 BY: C Q/A RVW
		SCS EN(CONSULTING EN 11260 ROGER BACO PH. (703) 471-6150 I PROJ. NO. DWI.
		CADD F	
		DATE:	7-19-2022
		SCALE:	i - I J - ZUZZ
			S SHOWN

EXHIBIT 18



June 5. 2023

SENT VIA OVERNIGIIT MAIL & EMAIL Jeffalcambridgecome.com Leanvileambridgecome.com

Jeff Eriks Lenny Zelms Cambridge Companies, Inc. 14201 N. 87th Street, Suite 135 Scottsdale, AZ 85260

Re: Subcontract Agreement - Skutley Contracting Corporation - BCA2301

Dear Jeff and Lenny:

I am writing to you about the status of Skutley Contracting Corporation's subcontract agreement with Cambridge regarding this project. We have received and have rejected your notice that you are terminating our subcontract for this project. Our attorneys separately wrote to you about this issue and the fact Cambridge cannot simply "rescind" the LOI and refuse to contract with SCC.

We made clear in that letter our continuing commitment to performing our scope of work according to our bid which Cambridge accepted. We have received no response to our attorneys' letter. We look forward to concluding our discussion of contract terms and beginning work.

We have relied upon your listing of SCC as a subcontractor and issuance of the LOI and have worked to lock in pricing and relationships with our trade partners. Following this letter are RFIs from Capcon & Camblin so that we can continue moving forward and SCC and its trade partners can commence work.

In regard to the contract terms, we are not that far apart, and our differences are not insurmountable. In fact, a number of the issues we raised benefit Cambridge as well as SCC and will help Cambridge and all of its subcontractors avoid significant problems over the course of the project. The most significant issues were raised in my May 15 email to which we have not received a response. These issues were raised as part of good-faith negotiations and in the spirit of partnership.

The most pressing issue of concern is the sequencing of the work. Cambridge accepted SCC's bid which provided that the work was subject to a mutually agreeable schedule. Our May 15 email and the attachment highlighted the out of sequence work and the cost impacts of the out of sequence work, and the problem of delivering a slab without equipment structure walls, when WPWMA is expecting all of the scope of work to be completed according to the phase 1 milestones. It is already clear that the schedule proposed by Cambridge is completely unrealistic. We look forward to communicating the several options SCC has presented to Cambridge with regards to schedule of the Division 3 scope.



We are also concerned about the liquidated damages exposure, especially given the lack of a proper schedule for completion of the work. To date SCC has not received complete documents for the project and SCC has grave concerns regarding the critical path for this project. Furthermore, at this point in time, it is clear the schedule included in the bid documents is unrealistic given the current state of the project documents & plans. Our bid excluded liquidated damages; in order to complete the agreement and upon confirming a mutually agreeable schedule, SCC is willing to discuss a liquidated damage provision with a daily amount that is in proportion to the percentage of work being performed by SCC.

In order to finalize the agreement, I am also willing to accept your rejection of our request for 15% markup on change orders.

Finally, we understand that Cambridge has been in discussions with Demcon and that Demcon has been soliciting our trade partners for pricing. This is improper given our existing relationship and ask that Cambridge immediately cease all such efforts to engage in bid shopping.

Providing no response to our ongoing efforts to complete the negotiation of the contract and refusing to honor our bid and the LOI issued to SCC and engaging in attempts to replace SCC on the project will result in litigation. I hope instead you will contact me to finish negotiations on our contract and move toward a constructive partnership in performing the project work successfully.

Sincerely,

Skutley Contracting Corporation

Joe Skutley

CC: WPWMA

FCC

Cook Brown, LLP

EXHIBIT 19



Sent Via: Email Only

Project:	FCC WPWMA Recycling Center Improvements
Project #:	2023-004
Location:	Western Placer Waste Management Authority 3013 Fiddyment Road – Roseville, CA 95747

PROJECT RFI: 003

PAGES: 1

DATE: 5.12.2023

Sent To:	From:
Ashley Keepers	Jesse Wirtz
Cambridge Companies, Inc.	SKUTLEY CONTRACTING CORPORATION
14201 N. 87 th Street, Suite 135	1282 Stabler Lane #630-107
Scottsdale, AZ 85260	Yuba City, CA 95993
219.972.1155 Office	530.695.6289 Office
480.679.8310 Mobile	916. 696.1021 Mobile
E-mail: <u>AKeepers@CambridgeCoInc.com</u>	E-mail: <u>Jesse@SkutleyContractingCorp.com</u>

Subject:	Reference Spec Section:	Details:	Attachments:
Phase I Permit Set C&D Architectural Drawings			

Question:

Our team has received PHASE 1 C&D FOUNDATION ONLY 05-04-23 structural drawings. However, updated Architectural Drawings were not included. Please provide architectural drawings that include all updated architectural building elevations.

EXHIBIT 20

Stephen McCutcheon

From:	Jerry Bueno <jerry@demcon.us></jerry@demcon.us>
Sent:	Tuesday, May 30, 2023 2:38 PM
То:	Megan Villalobos
Cc:	Ed Stoughton; Toalei Talataina; Alfred Arteaga
Subject:	Fw: BCA2301 FCC WPWMA Recycling Building Project Rescind Letter
Attachments:	Rescind Letter - Skutley.pdf
Follow Up Flag: Flag Status:	Follow up Flagged
Thay Status.	hagged

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Megan,

Attached is the rescind letter from the GC.

Thank you, Jerry Bueno 909-855-0818 DEMCON CONCRETE

Megan,

Attached is the rescind letter.

----Forw arded M essage ----From : "Joshua Bamhorst" < jpamhorst@ cam bridgecoinc.com > To: "Jeny Bueno" < jenybueno1@ yahoo.com > Sent: Tue, M ay 30,2023 at1 32 PM Subject: BCA2301 FCC W PW M A Recycling Building Project—Rescind Letter Jerry,

Per our conversation, here it the rescind letter to the previous Concrete Contractor that was provided an LOI and never executed a contract agreement with us.

Let me know if you need anything further to ensure submittals are procured right away.

Thanks,

Josh Barnhorst, Project Manager

New Address: 14201 N. 87th Street, Suite 135, Scottsdale, AZ 85260 500 E. Ridge Road, Suite 202, Griffith, IN 46319 Mobile (623)428-4223 jbarnhorst@cambridgecoinc.com \ www.cambridgecoinc.com

Arizona License #: Cambridge Companies Inc.; ROC200849 California License #: Cambridge Companies, Inc.; 939353 Florida License #: Cambridge Builders, Inc.; CGC1509066 Nevada License #: Cambridge Companies, Inc.; 0079154 Oregon License #: Cambridge Companies, Inc.; CCB 202210

DECLARATION OF JOSHUA BARNHORST IN SUPPORT OF CAMBRIDGE COMPANIES, INC.'S REQUEST TO SUBSTITUTE LISTED SUBCONTRACTOR

I, Joshua Barnhorst, declare as follows:

1. I am a Project Manager for Cambridge Companies, Inc. ("Cambridge"). I was personally involved in overseeing the preparation of Cambridge's bid for facility improvements being performed by FCC Environmental Services ("FCC") on behalf of the Western Placer Waste Management Authority ("WPWMA"). I submit this declaration in support of Cambridge's request to substitute Demcon Concrete Contractors Inc. ("Demcon") in place of Skutley Contractors Corporation ("Skutley") as the concrete subcontractor for the WPWMA facility improvements (the "Project").

2. I have reviewed the June 12, 2023 declaration of Lenny Zelms submitted in support of Cambridge's request for substitution, including its exhibits. I also have reviewed the history of Skutley's downloads of documents made available for bid, screenshots of which are included as Exhibit 1 to Mr. Zelms' declaration. A pdf version of Skutley's download history is attached hereto as Exhibit 1. The Instructions to Bidders included with the original Invitation to Bid, and which Skutley downloaded stated that the dates for the contract milestones and liquidated damages are set forth in the Agreement. A true and correct copy of these pages is attached as Exhibit 2. The full document is separately provided with Cambridge's exhibits for the substitution hearing.

3. Addendum No. 1 to the bidding documents issued on February 15, 2023. As shown on Exhibit 1 hereto, Skutley's download history confirms that it downloaded this Addendum on February 15, 2023 and again on February 20, 2023. Commencing on electronic page 96 of Addendum No. 1 is the prime contract Agreement referenced in the original Instructions to Bidders. Section 5.02 of that Agreement has the contract milestones. Section 5.03 has the liquidated damages requirements. A true and correct copy of the Agreement with Addendum No. 1 is attached as Exhibit 3. The full document is separately provided with Cambridge's exhibits for the substitution hearing.

4. On or about April 18, 2023, Cambridge provided Skutley a subcontract (the "Subcontract") consistent with the general terms, conditions, plans and specifications for the project at bid time. A true and correct copy of the Subcontract is attached as Exhibit 4.

5. Cambridge never received an executed subcontract from Skutley.

6. The project durations and project sequence were not changed from bid time to the date Cambridge provided the Subcontract to Skutley. Also, the Issued for Construction Documents did not change Skutley's scope from the bid documents.

1

Cambridge never engaged in bid shopping or bid peddling. Cambridge never gave 7. Demcon the price of Skutley's bid. Demcon bid from the same schedule and same information provided to Skutley. Cambridge ultimately paid Demcon more than Skutley's bid price, not less.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 18th day of July 2023.

Joshya Barnhorst

Exhibit 1

Date	First Nam	e Last Nam	e Company	Email	Event	File Name
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	12 - Addendum No. 4/04.04-04.05 - Updated Div. 00 _ 0 Spec Sections.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	12 - Addendum No. 4/04.06 - Updated Contractor Questions List.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	12 - Addendum No. 4/04.01-04.02 - Updated GC Bid Forms (For Reference).pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	12 - Addendum No. 4/04.03 - (6) Updated Civil Sheets.pd
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	11 - Addendum No. 3/03.08 - Updated Contractor Questions List.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	12 - Addendum No. 4/01 - Addendum No. 4 - Cover Shee T.O.Cpdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	11 - Addendum No. 3/03.06 - Locker Count.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation		Downloaded a file	11 - Addendum No. 3/03.07 - Restrooom Lighting.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation		Downloaded a file	11 - Addendum No. 3/03.03 - C_D Electrical Drawing Sheet Update.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	11 - Addendum No. 3/03.04 - Technical Specifications Updates.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	11 - Addendum No. 3/03.05 - Demo of Extg Shop and Canopy Drawings.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley		joe@skutleycontractingcorp.com	Downloaded a file	11 - Addendum No. 3/03.01 - GC Advertisement for Bids (For Reference).pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	11 - Addendum No. 3/03.02 - Green Waste Electrical Updated Drawings.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	10 - Addendum No. 2/02.15 - Contractor Questions.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	11 - Addendum No. 3/01 - Addendum No. 3 - Cover Shee T.O.Cpdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	10 - Addendum No. 2/02.11 - Measurement _ Payment Spec Section.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	10 - Addendum No. 2/02.13 - Electrical Specifications.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	10 - Addendum No. 2/02.14 - Geotechnical Report.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	10 - Addendum No. 2/02.10 - Maintenance Bldg Mechanical Drawings.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	10 - Addendum No. 2/02.10 - Updated Maintenance Building Drawings.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	10 - Addendum No. 2/02.07 - Updated Full Civil Drawing Set.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	10 - Addendum No. 2/02.08-02.09 - Updated Electrical Sheets.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	10 - Addendum No. 2/02.01-02.06 - GC Bid Documents (For Reference).pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	10 - Addendum No. 2/01 - Addendum No. 2 - Cover Shee T.O.Cpdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	12 - Addendum No. 4/04.06 - Updated Contractor Questions List.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	12 - Addendum No. 4/04.03 - (6) Updated Civil Sheets.pd
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	12 - Addendum No. 4/04.04-04.05 - Updated Div. 00 _ 01 Spec Sections.pdf

Date	First Nam	e Last Name	Company	Email	Event	File Name
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	12 - Addendum No. 4/04.01-04.02 - Updated GC Bid
						Forms (For Reference).pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	12 - Addendum No. 4/01 - Addendum No. 4 - Cover Shee
						T.O.Cpdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	11 - Addendum No. 3/03.07 - Restrooom Lighting.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	11 - Addendum No. 3/03.08 - Updated Contractor
						Questions List.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	11 - Addendum No. 3/03.05 - Demo of Extg Shop and
						Canopy Drawings.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	11 - Addendum No. 3/03.06 - Locker Count.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation		Downloaded a file	11 - Addendum No. 3/03.03 - C_D Electrical Drawing
·		,	, 01	, , , , ,		Sheet Update.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	11 - Addendum No. 3/03.04 - Technical Specifications
·		,	, , ,	, , , , ,		Updates.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	11 - Addendum No. 3/03.02 - Green Waste Electrical
		,		J		Updated Drawings.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	11 - Addendum No. 3/01 - Addendum No. 3 - Cover Shee
		,		J		T.O.Cpdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	11 - Addendum No. 3/03.01 - GC Advertisement for Bids
		onancy		Jeee sharey contractingeon procini		(For Reference).pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	10 - Addendum No. 2/02.15 - Contractor Questions.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	· · · · · · · · · · · · · · · · · · ·	Downloaded a file	10 - Addendum No. 2/02.14 - Geotechnical Report.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley		joe@skutleycontractingcorp.com	Downloaded a file	10 - Addendum No. 2/02.13 - Electrical Specifications.pdf
War 10, 2023 at 5.20 FW CDT	100	Skuttey	skulley contracting corporation	Joe @ skulley contracting corp.com	Downloaded a me	10 Addendari No. 2/02.15 Electrical Specifications.pdf
Mar 16, 2023 at 5:28 PM CDT	loe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	10 - Addendum No. 2/02.10 - Updated Maintenance
War 10, 2023 at 5.20 FW CDT	100	Skuttey	skulley contracting corporation	Joe @ skulley contracting corp.com	Downloaded a me	Building Drawings.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	10 - Addendum No. 2/02.11 - Measurement _ Payment
Wai 10, 2023 at 3.28 FW CD1	106	Skulley	Skulley contracting corporation	Joe@skulleycontractingcorp.com	Downloaded a file	Spec Section.pdf
Mar 16, 2023 at 5:28 PM CDT	100	Skutlov	Skutlow Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	10 - Addendum No. 2/02.08-02.09 - Updated Electrical
Wai 10, 2025 at 5.28 PW CD1	106	Skutley	Skutley contracting corporation	Joe@skutleycontractingcorp.com	Dowilloaded a file	Sheets.pdf
Mar 16, 2023 at 5:28 PM CDT	Joe	Skutley	Skutlov Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	10 - Addendum No. 2/02.10 - Maintenance Bldg
Wai 10, 2023 at 5.28 FW CD1	106	Skulley	Skulley contracting corporation	Joe@skulleycontractingcorp.com	Downloaded a file	Mechanical Drawings.pdf
Mar 16 2022 at 5:29 DM CDT	100	Clustov	Skutlay Contracting Corporation	iao Qaluutlavaantraatingaarn aam	Downloadad a file	10 - Addendum No. 2/02.01-02.06 - GC Bid Documents
Mar 16, 2023 at 5:28 PM CDT	106	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	-
Mar 16, 2023 at 5:28 PM CDT	1	Clusters		joe@skutleycontractingcorp.com	Devueleeded e file	(For Reference).pdf 10 - Addendum No. 2/02.07 - Updated Full Civil Drawing
War 16, 2023 at 5:28 PW CD1	Joe	Skutley	Skulley contracting corporation	Joe@skutleycontractingcorp.com	Downloaded a file	
Mar 16, 2022 at 5:28 DM CDT	1	Clusters			Devuelee de de file	Set.pdf
Mar 16, 2023 at 5:28 PM CDT	106	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	10 - Addendum No. 2/01 - Addendum No. 2 - Cover Shee
Mar 46 2022 - 1 5 26 PM 6 PT	1	CL			Decordendaria (1)	T.O.Cpdf
Mar 16, 2023 at 5:26 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	07 - Project Schedule/FCC WPWMA - Project Schedule
Mar 46 2022 - 1 5 26 PM 6 PT	1	CL			Decordende de Cla	PH1-2.pdf
Mar 16, 2023 at 5:26 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	07 - Project Schedule/FCC WPWMA - Project Schedule
	1	Clusters			Devuelee de de file	PH1-2.pdf 06 - Scope of Work Letters/33 - Site Utilities Scope of
Mar 16, 2023 at 5:25 PM CDT	106	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	
						Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/32 - Asphalt Paving Scope of
					D	Work.pdf
Mar 16, 2023 at 5:25 PM CDT	loe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/32 - Site Concrete Scope of
						Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/31 - Sitework Scope of
						Work.pdf

Date	First Nan	ne Last Name	Company	Email	Event	File Name
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/23 - Mechanical Scope of
						Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/26 - Electrical Scope of
						Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/21 - Fire Suppression Scope of
						Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/22 - Building Plumbing Scope
						of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/13 - PEMB Scope of Work.pd
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/09 - Painting Scope of
		ondicy		Jeee share foor a set ingeer proom		Work.pdf
Mar 16, 2023 at 5:25 PM CDT	loe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/10 - Division 10 Specialties
1111 10, 2020 at 5.25 1 11 CD 1	100	Sharey	skaley contracting corporation	Joe e skale y contracting corp.com	bowinduce a me	Scope of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/09 - Acoustical Ceilings Scope
1111 10, 2020 at 5.25 1 11 CD 1	100	Sharey	skaley contracting corporation	Joele skale y contracting corp.com	bowinduce a me	of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	loe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/09 - Framing _ DW Scope of
	100	Sharey	skaley contracting corporation	Joceskaleycontractingcorp.com	bowinduce a me	Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/08 - Glass and Glazing Scope
	100	Skulley	skaley contracting corporation	Joceskaleycontractingcorp.com	bowinduce a me	of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	loe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/08 - Overhead Doors Scope of
	100	Sharey	skaley contracting corporation	Joeleskaleycontractingcorp.com	bowinduce a me	Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/08 - Doors, Frames _ HW
	100	Sharey	skaley contracting corporation	Joceskaleycontractingcorp.com	bowinduce a me	Scope of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	loe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/07 - Roofing and Exterior
		ondicy		Jeee share yeen a competentia		Sheet Metal Scope of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/07 - VIMS Scope of Work.pdf
		,		J		
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/04 - Masonry Scope of
		,	,	, , , , ,		Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/05 - Misc. Metals _ Steel
						Scope of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/03 - Building Concrete Scope
		,	,	, , , , ,		of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/03 - Polished Concrete Scope
		-				of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/02 - Selective Demolition
						Scope of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/32 - Site Concrete Scope of
						Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/33 - Site Utilities Scope of
						Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/32 - Asphalt Paving Scope of
		•				Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/26 - Electrical Scope of
,		/	,			Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/31 - Sitework Scope of
.,		,	-,,,,,,,, -	,,,,,,,,		Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/22 - Building Plumbing Scope
.,		,		,		of Work.pdf

Date	First Name	e Last Name	Company	Email	Event	File Name
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/23 - Mechanical Scope of
						Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/13 - PEMB Scope of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/21 - Fire Suppression Scope of
		ondicy		Joe Control Control and Soci Presin	Dominodaed a me	Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/09 - Painting Scope of
,		,		,,		Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/10 - Division 10 Specialties
						Scope of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/09 - Framing _ DW Scope of
						Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/08 - Overhead Doors Scope of
						Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/09 - Acoustical Ceilings Scope
						of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/08 - Doors, Frames _ HW
						Scope of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/08 - Glass and Glazing Scope
						of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/07 - VIMS Scope of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/05 - Misc. Metals _ Steel
						Scope of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/07 - Roofing and Exterior
						Sheet Metal Scope of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/04 - Masonry Scope of
						Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/03 - Polished Concrete Scope
						of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/03 - Building Concrete Scope
						of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/02 - Selective Demolition
						Scope of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/33 - Site Utilities Scope of
Mar 46, 2022 - 4 5 25 BM CDT	1	CL			Developed of a file	Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/32 - Asphalt Paving Scope of
	1	Clusters			Devuelee ded e file	Work.pdf
Mar 16, 2023 at 5:25 PM CDT	JOE	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/32 - Site Concrete Scope of
Mar 16, 2023 at 5:25 PM CDT	100	Skutley	Skutlow Contracting Corporation	iag@ckutlovcontracting.com	Downloaded a file	Work.pdf 06 - Scope of Work Letters/26 - Electrical Scope of
IVIAI 10, 2025 at 5.25 PIVI CD1	Joe	Skulley	Skulley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	Work.pdf
Mar 16, 2023 at 5:25 PM CDT		Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/31 - Sitework Scope of
10, 2023 at 5.25 h W CD1	300	Skaticy	skuley contracting corporation	Joe @ skulley contracting corp.com	Downloaded a me	Work.pdf
Mar 16, 2023 at 5:25 PM CDT	loe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/22 - Building Plumbing Scope
110, 2020 00 5.25 1 11 001	100	Skaley	skaley contracting corporation	Joceskaleycontractingcorp.com	Downloaded a me	of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/23 - Mechanical Scope of
		0.0000		Je - Contracting compression		Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/13 - PEMB Scope of Work.pdf
,				,		

Date	First Name	Last Name	Company	Email	Event	File Name
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/21 - Fire Suppression Scope of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/09 - Painting Scope of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/10 - Division 10 Specialties Scope of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/09 - Acoustical Ceilings Scope of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/09 - Framing _ DW Scope of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/08 - Glass and Glazing Scope of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/08 - Overhead Doors Scope of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/07 - VIMS Scope of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/08 - Doors, Frames _ HW Scope of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/05 - Misc. Metals _ Steel Scope of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/07 - Roofing and Exterior Sheet Metal Scope of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/03 - Polished Concrete Scope of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/04 - Masonry Scope of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/02 - Selective Demolition Scope of Work.pdf
Mar 16, 2023 at 5:25 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/03 - Building Concrete Scope of Work.pdf
Mar 16, 2023 at 5:23 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	05 - Owner ITB - FOR REFERENCE ONLY/General Conditions - Instructions to Bidders (for reference).pdf
Mar 16, 2023 at 5:22 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	05 - Owner ITB - FOR REFERENCE ONLY/General Conditions - Instructions to Bidders (for reference).pdf
Mar 16, 2023 at 5:22 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	05 - Owner ITB - FOR REFERENCE ONLY/General Conditions - Instructions to Bidders (for reference).pdf
Mar 16, 2023 at 5:21 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	05 - Owner ITB - FOR REFERENCE ONLY/General Conditions - Instructions to Bidders (for reference).pdf
Mar 16, 2023 at 5:18 PM CDT	Joe	Skutley	Skutley Contracting Corporation	joe@skutleycontractingcorp.com	Downloaded a file	01 - ITB and General Bidding Requirements/FCC WPWMA Recycling Center Improvements - Invitation to Bid.pdf
Mar 16, 2023 at 11:28 AM CDT	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	12 - Addendum No. 4/04.06 - Updated Contractor Questions List.pdf
Mar 16, 2023 at 11:28 AM CDT	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	12 - Addendum No. 4/04.04-04.05 - Updated Div. 00 _ 01 Spec Sections.pdf
Mar 16, 2023 at 11:28 AM CDT	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	12 - Addendum No. 4/04.01-04.02 - Updated GC Bid Forms (For Reference).pdf
Mar 16, 2023 at 11:28 AM CDT	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	12 - Addendum No. 4/04.03 - (6) Updated Civil Sheets.pdf

Date	First Na	me Last Name	Company	Email	Event	File Name
Mar 16, 2023 at 11:28 AM CDT	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	12 - Addendum No. 4/01 - Addendum No. 4 - Cover Shee
						T.O.Cpdf
Mar 10, 2023 at 10:54 AM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	11 - Addendum No. 3/03.08 - Updated Contractor
						Questions List.pdf
Mar 10, 2023 at 10:54 AM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	11 - Addendum No. 3/03.07 - Restrooom Lighting.pdf
Mar 10, 2023 at 10:54 AM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	11 - Addendum No. 3/03.05 - Demo of Extg Shop and
						Canopy Drawings.pdf
Mar 10, 2023 at 10:54 AM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	11 - Addendum No. 3/03.06 - Locker Count.pdf
Mar 10, 2023 at 10:54 AM CST	Gerry		Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	11 - Addendum No. 3/03.04 - Technical Specifications
-	•		,			Updates.pdf
Mar 10, 2023 at 10:54 AM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	11 - Addendum No. 3/03.03 - C_D Electrical Drawing
	,		, , ,			Sheet Update.pdf
Mar 10, 2023 at 10:54 AM CST	Gerrv	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	11 - Addendum No. 3/03.02 - Green Waste Electrical
	,			8, C,8, P		Updated Drawings.pdf
Mar 10, 2023 at 10:54 AM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	11 - Addendum No. 3/03.01 - GC Advertisement for Bids
	0011	concondition		Ser , Control of the ser Boot broom		(For Reference).pdf
Mar 10, 2023 at 10:54 AM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	11 - Addendum No. 3/01 - Addendum No. 3 - Cover Shee
	0011	concondition		Ser , Control of the ser Boor Present		T.O.Cpdf
Mar 6, 2023 at 9:37 AM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	10 - Addendum No. 2/02.15 - Contractor Questions.pdf
Mar 6, 2023 at 9:37 AM CST	Gerry		Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	10 - Addendum No. 2/02.14 - Geotechnical Report.pdf
Mar 6, 2023 at 9:37 AM CST	Gerry		Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	10 - Addendum No. 2/02.13 - Electrical Specifications.pdf
	Geny	Schoolerait	skulley contracting corporation	gen y@skuleycontructingcorp.com	Downloaded a file	
Mar 6, 2023 at 9:37 AM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	10 - Addendum No. 2/02.10 - Updated Maintenance
ivial 0, 2025 at 5.57 Aw CS1	Geny	Schoolerant	Skulley contracting corporation	gen y@skulleycontractingcorp.com	Downloaded a me	Building Drawings.pdf
Mar 6, 2023 at 9:37 AM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	10 - Addendum No. 2/02.11 - Measurement _ Payment
	Geny	Schoolchart	Skulley contracting corporation	gen y@skulleycontractingcorp.com	Downloaded a file	
Mar 6, 2022 at 0.27 ANA CST	Corri	Schoolcroft	Skutlay Contracting Corneration	aarn Ochutlausantrastingsarn aam	Downloaded a file	Spec Section.pdf 10 - Addendum No. 2/02.10 - Maintenance Bldg
Mar 6, 2023 at 9:37 AM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	
	Commi	Cabaalaraft			Devuelee de die file	Mechanical Drawings.pdf
Mar 6, 2023 at 9:37 AM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	10 - Addendum No. 2/02.08-02.09 - Updated Electrical
	6	Calcalana			December de la Cla	Sheets.pdf
Mar 6, 2023 at 9:37 AM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	10 - Addendum No. 2/02.07 - Updated Full Civil Drawing
						Set.pdf
Mar 6, 2023 at 9:37 AM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	10 - Addendum No. 2/02.01-02.06 - GC Bid Documents
						(For Reference).pdf
Mar 6, 2023 at 9:37 AM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	10 - Addendum No. 2/01 - Addendum No. 2 - Cover Shee
						T.O.Cpdf
Feb 27, 2023 at 12:29 PM CST	alyssa	countryman		acountryman@gobrco.com	Downloaded a file	03 - Plans/01 - Phase 1 Civil Drawings.pdf
Feb 27, 2023 at 10:11 AM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	07 - Project Schedule/FCC WPWMA - Project Schedule
						PH1-2.pdf
Feb 24, 2023 at 12:59 PM CST	Matt	Roth	BRCO	mroth@gobrco.com	First viewed the opportunity	
Feb 24, 2023 at 9:45 AM CST	alyssa	countryman		acountryman@gobrco.com	Downloaded all files	
Feb 24, 2023 at 9:44 AM CST	alyssa	countryman		acountryman@gobrco.com	First viewed the opportunity	
Feb 23, 2023 at 4:30 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/32 - Site Concrete Scope of
						Work.pdf
Feb 23, 2023 at 4:30 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/33 - Site Utilities Scope of
						Work.pdf
Feb 23, 2023 at 4:30 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/32 - Asphalt Paving Scope of
						Work.pdf
Feb 23, 2023 at 4:30 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/31 - Sitework Scope of
						Work.pdf

Date	First Nam	e Last Name	Company	Email	Event	File Name
Feb 23, 2023 at 4:30 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/26 - Electrical Scope of Work.pdf
Feb 23, 2023 at 4:30 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/23 - HVAC Scope of Work.pdf
Feb 23, 2023 at 4:30 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/23 - Mechanical Scope of Work.pdf
Feb 23, 2023 at 4:30 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/21 - Fire Suppression Scope o Work.pdf
Feb 23, 2023 at 4:30 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/22 - Building Plumbing Scope of Work.pdf
Feb 23, 2023 at 4:30 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/13 - PEMB Erection Only Scope of Work pdf
Feb 23, 2023 at 4:30 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/10 - Division 10 Specialties Scope of Work pdf
Feb 23, 2023 at 4:30 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/09 - Framing _ DW Scope of Work.pdf
Feb 23, 2023 at 4:30 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/09 - Painting Scope of Work.pdf
Feb 23, 2023 at 4:30 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/09 - Acoustical Ceilings Scope of Work.pdf
Feb 23, 2023 at 4:30 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/08 - Overhead Doors Scope of Work.pdf
Feb 23, 2023 at 4:30 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/08 - Glass and Glazing Scope of Work.pdf
Feb 23, 2023 at 4:30 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/08 - Doors, Frames _ HW Scope of Work.pdf
Feb 23, 2023 at 4:30 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/07 - VIMS Scope of Work.pdf
Feb 23, 2023 at 4:30 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/07 - Roofing and Exterior Sheet Metal Scope of Work.pdf
Feb 23, 2023 at 4:30 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/05 - Misc. Metals _ Steel Scope of Work.pdf
Feb 23, 2023 at 4:30 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/04 - Masonry Scope of Work.pdf
Feb 23, 2023 at 4:30 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/03 - Building Concrete Scope of Work.pdf
Feb 23, 2023 at 4:30 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/03 - Polished Concrete Scope of Work.pdf
Feb 23, 2023 at 4:30 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/02 - Selective Demolition Scope of Work.pdf
Feb 22, 2023 at 3:00 PM CST	Megan	Villalobos	Camblin Steel	megan@camblinsteel.com	Downloaded all files	
Feb 22, 2023 at 2:58 PM CST	Megan	Villalobos	Camblin Steel	megan@camblinsteel.com	First viewed the opportunity	
Feb 20, 2023 at 7:27 PM CST	Gerry		Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/32 - Asphalt Paving Scope of Work.pdf
Feb 20, 2023 at 7:27 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/32 - Site Concrete Scope of Work.pdf
Feb 20, 2023 at 7:27 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/21 - Fire Suppression Scope o Work.pdf
Feb 20, 2023 at 7:27 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/23 - Mechanical Scope of Work.pdf

Date	First Name	Last Name	Company	Email	Event	File Name
Feb 20, 2023 at 7:27 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/10 - Division 10 Specialties
						Scope of Work.pdf
Feb 20, 2023 at 7:27 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/13 - PEMB Erection Only
						Scope of Work.pdf
Feb 20, 2023 at 7:27 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/08 - Overhead Doors Scope of
						Work.pdf
Feb 20, 2023 at 7:27 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/09 - Painting Scope of
						Work.pdf
Feb 20, 2023 at 7:27 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/08 - Doors, Frames _ HW
						Scope of Work.pdf
Feb 20, 2023 at 7:27 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/08 - Glass and Glazing Scope
						of Work.pdf
Feb 20, 2023 at 7:27 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/05 - Misc. Metals _ Steel
						Scope of Work.pdf
Feb 20, 2023 at 7:27 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/07 - Roofing and Exterior
						Sheet Metal Scope of Work.pdf
Feb 20, 2023 at 7:27 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/03 - Polished Concrete Scope
						of Work.pdf
Feb 20, 2023 at 7:27 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/04 - Masonry Scope of
						Work.pdf
Feb 20, 2023 at 7:27 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/02 - Selective Demolition
	-		,			Scope of Work.pdf
Feb 20, 2023 at 7:27 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	06 - Scope of Work Letters/03 - Building Concrete Scope
	-		,			of Work.pdf
Feb 20, 2023 at 7:26 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	09 - Addendum No. 1/FCC_Addendum_No1.pdf
Feb 15, 2023 at 5:27 PM CST	Gerry		Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	09 - Addendum No. 1/FCC Addendum No1.pdf
Feb 14, 2023 at 1:41 PM CST	Gerry		Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	03 - Plans/08-09 - Phase 2 Maintenance Building and
	-		,			Electrical Drawings.pdf
Feb 14, 2023 at 1:41 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	03 - Plans/06 - Phase 1 Vapor Intrusion Mitigation
						Systems.pdf
Feb 14, 2023 at 1:41 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	03 - Plans/07 - Phase 1 ADA Improvements.pdf
Feb 14, 2023 at 1:41 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	03 - Plans/03 - Phase 1 C_D Canopy.pdf
Feb 14, 2023 at 1:41 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	03 - Plans/04-05 - Phase 2 C D Canopy.pdf
Feb 14, 2023 at 1:41 PM CST	Gerry		Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	03 - Plans/01 - Phase 1 Civil Drawings.pdf
Feb 14, 2023 at 1:41 PM CST	Gerry		Skutley Contracting Corporation		Downloaded a file	03 - Plans/02 - Phase 1 Greenwaste ASP Compost
	•		,			System.pdf
Feb 14, 2023 at 1:41 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	01 - ITB and General Bidding
	-					Requirements/Subcontractor Qualification Form.pdf
Feb 14, 2023 at 1:41 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	02 - Technical Specifications/Technical Specifications.pdf
	,		, 0 1			
Feb 14, 2023 at 1:41 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com	Downloaded a file	01 - ITB and General Bidding Requirements/FCC WPWMA
			,			Recycling Center Improvements - Invitation to Bid.pdf
				gerry@skutleycontractingcorp.com	Downloaded a file	01 - ITB and General Bidding Requirements/General
Feb 14, 2023 at 1:41 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation			
Feb 14, 2023 at 1:41 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	8, C,8, p		Bidding Contractual Requirements.pdf
	-		Skutley Contracting Corporation		Downloaded a file	Bidding _ Contractual Requirements.pdf 01 - ITB and General Bidding Requirements/Example
Feb 14, 2023 at 1:41 PM CST Feb 14, 2023 at 1:41 PM CST	Gerry Gerry		, , ,		Downloaded a file	Bidding _ Contractual Requirements.pdf 01 - ITB and General Bidding Requirements/Example Subcontract Agreement Sample.pdf
Feb 14, 2023 at 1:41 PM CST	Gerry	Schoolcraft	Skutley Contracting Corporation	gerry@skutleycontractingcorp.com		01 - ITB and General Bidding Requirements/Example
	-		, , ,		Downloaded a file First viewed the opportunity First viewed the opportunity	01 - ITB and General Bidding Requirements/Example

⁸ of 8 - **168 -**

Exhibit 2

FCC ENVIRONMENTAL SERVICES CALIFORNIA, LLC WPWMA RECYCLING CENTER ROSEVILLE, CALIFORNIA PHASE 1 AND 2 CONSTRUCTION

ADVERTISEMENT FOR BIDS

Sealed Bids (hard copy and electronic copy) for the Phase 1 and 2 construction will be received by FCC Environmental Services California, LLC at WPWMA Recycling Center, 3033 Fiddyment Rd, Roseville, CA 95747 until 4:00 p.m. local time on March 17, 2023 at which time the Bids received will be opened. All questions must be submitted by 5:00 p.m. on March 3, 2023. The Project consists of the following:

Phase 1 – Construction of a Construction and Demolition (C&D) Material Recovery Facility (MRF) and Green Waste Aerated Static Pile (ASP) composting area, and ADA Improvements

Phase 2 – Construction of a Maintenance Building

Bids will be received for a single Contract. Pricing shall be on a lump sum and unit price basis, as indicated in the Bid Form.

The Issuing Office for the Bidding Documents is: SCS Engineers, 3117 Fite Circle, Sacramento, CA, ATTN: Dan Vidal, Project Manager, (562)355-5694, Dvidal@scsengineers.com. Prospective Bidders may obtain copies of the Bidding Documents from the Issuing Office as described below.

Printed copies of the Bidding Documents may be obtained from the Issuing Office. The Contract Documents may also be obtained from the Issuing Office in conjunction with printed copies of the Bidding Documents as PDF and AutoCAD (.dwg) format for quantity takeoff and estimation purposes. Partial sets of Bidding Documents will not be available from the Issuing Office. Neither Operator nor Engineer will be responsible for full or partial sets of Bidding Documents, including Addenda if any, obtained from sources other than the Issuing Office.

A mandatory pre-bid conference will be held at 1:00 p.m. local time on February 15, 2023 at the WPWMA Recycling Center, 3033 Fiddyment Rd, Roseville, CA 95747. An optional, informal site visit will be done after the pre-bid conference for informational purposes.

Bidders should be advised that FCC is putting out the technical information and bidding information on the Project, but the contract documents are not enclosed with this current advertisement. FCC will issue an addendum next week that will have the contract documents, which will be part of the bid documents.

Bid security shall be furnished in accordance with the Instructions to Bidders.

Operator:	FCC Environmental Services California, LLC
By:	SCS Engineers, Dan Vidal
Title:	Project Manager
Date:	February 3, 2023

INSTRUCTIONS TO BIDDERS TABLE OF CONTENTS

	Page
Article 1 – Defined Terms	1
Article 2 – Copies of Bidding Documents	1
Article 3 – Qualifications of Bidders	1
Article 4 – Site and Other Areas; Existing Site Conditions; Examination of Site; Operator's Safety Program; Other Work at the Site	2
Article 5 – Bidder's Representations	4
Article 6 – Pre-Bid Conference	5
Article 7 – Interpretations and Addenda	5
Article 8 – Bid Security	5
Article 9 – Contract Times	6
Article 10 – Liquidated Damages	6
Article 11 – Substitute and "Or-Equal" Items	6
Article 12 – Subcontractors, Suppliers, and Others	6
Article 13 – Preparation of Bid	7
Article 14 – Basis of Bid	8
Article 15 – Submittal of Bid	8
Article 16 – Modification and Withdrawal of Bid	8
Article 17 – Opening of Bids	9
Article 18 – Bids to Remain Subject to Acceptance	9
Article 19 – Evaluation of Bids and Award of Contract	9
Article 20 – Bonds and Insurance	10
Article 21 – Signing of Agreement	10
Article 22 – Sales and Use Taxes	10
Article 23 – Contracts to be Assigned	10

- 8.03 The Bid security of other Bidders that Operator believes to have a reasonable chance of receiving the award may be retained by Operator until the earlier of seven days after the Effective Date of the Contract or 61 days after the Bid opening, whereupon Bid security furnished by such Bidders will be released.
- 8.04 Bid security of other Bidders that Operator believes do not have a reasonable chance of receiving the award will be released within seven days after the Bid opening.

ARTICLE 9 – CONTRACT TIMES

9.01 The number of days within which, or the dates by which, Milestones are to be achieved and the Work is to be substantially completed and ready for final payment are set forth in the Agreement.

ARTICLE 10 – LIQUIDATED DAMAGES

10.01 Provisions for liquidated damages, if any, for failure to timely attain a Milestone, Substantial Completion, or completion of the Work in readiness for final payment, are set forth in the Agreement.

ARTICLE 11 – SUBSTITUTE AND "OR-EQUAL" ITEMS

- 11.01 The Contract for the Work, as awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents.
- 11.02 Pursuant to Public Contract Code Section 3400 the Operator will consider an "or-equal" item, but any request to substitute an item must be provided to Operator within ten (10) days after opening of the bids. If the request is not made within this time it will not be considered.
- 11.03 All prices that Bidder sets forth in its Bid shall be based on the presumption that the Contractor will furnish the materials and equipment specified or described in the Bidding Documents, as supplemented by Addenda. Any assumptions regarding the possibility of post-Bid approvals of "or-equal" or substitution requests are made at Bidder's sole risk.

ARTICLE 12 – SUBCONTRACTORS, SUPPLIERS, AND OTHERS

- 12.01 A Bidder shall be prepared to retain specific Subcontractors, Suppliers, or other individuals or entities for the performance of the Work if required by the Bidding Documents (most commonly in the Specifications) to do so. If a prospective Bidder objects to retaining any such Subcontractor, Supplier, or other individual or entity, and the concern is not relieved by an Addendum, then the prospective Bidder should refrain from submitting a Bid.
- 12.02 Pursuant to Public Contract Code Section 4104 Bidders shall provide the name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the Bidder in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, ten thousand dollars (\$10,000), whichever is greater.

Exhibit 3

FCC – WESTERN PLACER LANDFILL

PHASE 1 AND 2 CONSTRUCTION

ADDENDUM NUMBER 1

FEBRUARY 15, 2023

The above-referenced Contract Documents shall be amended as indicated in detail below. One signed copy of the Certification page shall be included with the bid. The inclusion of this Addendum will be noted in the Agreement, and the execution of the Contract shall indicate full acceptance by all parties of the provisions contained herein. All other provisions of the Plans, Specifications, and other Contract Documents not noted in the Addendum shall remain unchanged and in full effect. This Addendum shall be attached to and become a part of the Plans and Specifications for the project.

Addendum Item	Section, Page Number, or Sheet	Description of Change
1.01	Advertisement for Bids	Replace Advertisement for Bids in its entirety. New Bid- date is March 9, 2023. Submit Electronic Bids. Hard copies not required.
1.02	General Conditions	Add New Section 11 – Agreement Between Operator and Contractor for Construction Contract (Stipulated Price)
1.03	General Conditions	Add New Section – Standard General Conditions of The Construction Contract
1.04	Notice of Award	For Contract Name, delete "Green Waste ASP Compost System".
1.05	C-410 Bid Schedule – C&D Material Recovery Facility	For the PEMB Electrical bid item, change Bid Item Number C12 to C13.

SUBCONTRACTOR BID DUE DATE IS 5PM PST ON TUESDAY THE 7TH

END OF ADDENDUM NO. 1

AGREEMENT BETWEEN OPERATOR AND CONTRACTOR FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)

THIS AGREEMENT is by and between	FCC Environmental Services California, LLC	("Operator") and
		("Contractor").

Operator and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Phase 1 and 2 Construction.

ARTICLE 2 – THE PROJECT

- 2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows:
 - A. Phase 1 Construction of a Construction and Demolition (C&D) Material Recovery Facility (MRF) and Green Waste Aerated Static Pile (ASP) composting area
 - B. Phase 2 Construction of a Maintenance Building and ADA Improvements

ARTICLE 3 – SURVEYING, SITE PREPARATION, EROSION AND SEDIMENT CONTROLS AND RESTORATION ENGINEER

- 3.01 The Project has been designed by SCS Engineers ("Engineer").
- 3.02 The Operator has retained SCS Engineers to act a Quality Assurance (QA) Consultant. The QA Consultant will monitor project conformance by the Contractor to the established Construction Quality Assurance standards and Technical Specifications.

ARTICLE 4 – OPERATORS SITE REPRESENTATIVE

4.01 The Operator's Facility Engineer will act as Operator's Site Representative (OSR), assume all duties and responsibilities, and have the rights and authority assigned to OSR in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 5 – CONTRACT TIMES

- 5.01 *Time of the Essence*
 - A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
- 5.02 *Contract Times: Days*
 - A. Phase 1 Construction. The Work will be substantially completed within 150 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with

Paragraph 15.06 of the General Conditions within 165 days after the date when the Contract Times commence to run.

- B. Phase 2 Construction. The Work will be substantially completed within 140 days after the date when the Contract Times commence to run as provided in Paragraph 4.01 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions within 154 days after the date when the Contract Times commence to run.
- C. Milestones. In addition to the Substantial Completion and Final Completion Date's above the following Milestones must be achieved:

1.	Phase 1 - C&D Complete Concrete Work (include concrete curing) June 15, 2023
2.	Phase 1 – C&D Canopy Complete	September 1, 2023
3.	Phase 1 – C&D Electrical Complete	October 1, 2023
4.	Phase 1 - C&D Remaining Work	October 15, 2023
5.	Phase 1 - Green Waste ASP	August 15, 2023
6.	Phase 1 – ADA Improvements	October 15, 2023
7.	Phase 2 – Maintenance Building	January 1, 2024

- 5.03 Liquidated Damages
 - A. Contractor and Operator recognize that time is of the essence as stated in Paragraph 5.01 above and that Operator will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 5.02 above, plus any extensions thereof allowed in accordance with the Contract. Operator has deadlines it is required to meet in its agreement with the Owner, as well as deadlines imposed by the State of California. Operator's damages would be difficult to calculate and the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Operator if the Work is not completed on time. Accordingly, instead of requiring any such proof, Operator and Contractor agree that as liquidated damages for delay. The liquidated damages are agreed to, not as a penalty, but do to the difficulty in calculating the damages and as a reasonable estimation of the damages the parties anticipate if Contractor does not meet the Milestones or completion:
 - 1. Substantial Completion: Contractor shall pay Operator \$3,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 5.02.A above for Substantial Completion until the Work is substantially complete.
 - 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Operator \$2,800 for each day that expires after such time until the Work is completed and ready for final payment.
 - 3. Milestone: Contractor shall pay Operator \$3,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) for each Milestone until the Milestone is reached.
 - 4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

5.04 Special Damages

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Operator (1) for any fines or penalties imposed on Operator as a direct result of the Contractor's failure to attain Substantial Completion or a Milestone according to the Contract Times, and (2) for the actual costs reasonably incurred by Operator for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 5.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Operator for the actual costs reasonably incurred by Operator for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 5.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

ARTICLE 6 – CONTRACT PRICE

6.01 For all Work, at the prices stated in Contractor's Bid, attached hereto as Exhibit 1.

ARTICLE 7 – PAYMENT PROCEDURES

- 7.01 Submittal and Processing of Payments
 - A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by OSR as provided in the General Conditions.
- 7.02 Progress Payments; Retainage
 - A. Operator shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment during performance of the Work as provided in Paragraph 7.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed).
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Operator may withhold, including but not limited to liquidated damages, in accordance with the Contract
 - a. <u>95</u> percent of Work completed (with the balance being retainage); and
 - b. <u>95</u> percent of cost of materials and equipment not incorporated in the Work, but suitable stored, less the aggregate of payments previously made (with the balance being retainage).
 - B. Contractor's Application for Payment shall be due on the SEVENTH day of the month, and include all supporting documentation (e.g., survey, measurements, manufacturer's documentation, etc.).

7.03 Final Payment

A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Operator shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 8 – INTEREST

8.01 All amounts not paid when due shall bear interest at the rate of <u>1.5</u> percent per annum.

ARTICLE 9 – CONTRACTOR'S REPRESENTATIONS

- 9.01 In order to induce Operator to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions and the supplementary Conditions, especially with respect to Technical Data in such reports.
 - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
 - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - G. Contractor is aware of the general nature of work to be performed by Operator and others at the Site that relates to the Work as indicated in the Contract Documents.
 - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
 - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 10 – CONTRACT DOCUMENTS

- 10.01 Contents
 - A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 7, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 3, inclusive).
 - 4. General Conditions (pages 1 to 76, inclusive).
 - 5. Supplementary Conditions (pages 1 to 14, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings as listed in the table of contents of the Project Manual.
 - 8. Addenda (numbers _____ to ____, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages _____ to ____, inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
 - 11. Prevailing Wage Rates
 - B. The documents listed in Paragraph 10.01.A are attached to this Agreement (except as expressly noted otherwise above).
 - C. There are no Contract Documents other than those listed above in this Article 10.
 - D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 11 – MISCELLANEOUS

- 11.01 Terms
 - A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.
- 11.02 Assignment of Contract
 - A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned

without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

11.03 Successors and Assigns

A. Operator and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

11.04 Severability

A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Operator and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

11.05 Contractor's Certifications

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 11.05:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 - "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Operator, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Operator of the benefits of free and open competition;
 - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Operator, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

11.06 Other Provisions

IN WITNESS WHEREOF, Operator and Contractor have signed this Agreement.

This Agreement will be effective on (w	which is the Effective Date of the Contract).
OPERATOR:	CONTRACTOR:
FCC Environmental Services California, LLC	
Ву:	Ву:
Title:	Title:
	(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)
Attest:	Attest:
Title:	Title:
Address for giving notices:	Address for giving notices:
	License No.:
	(where applicable)
(If Operator is a corporation, attach evidence of authority to sign. If Operator is a public body, attach evidence of authority to sign and resolution or other	NOTE TO USER: Use in those states or other jurisdictions where applicable or required.

documents authorizing execution of this Agreement.)

Exhibit 4



License Number: Cambridge Builders, Inc.; 939353

CONTRACT FOR SERVICES WITH SUBCONTRACTOR

SECTION 1 CONTRACT

This Contract for Services ("Contract") is made and entered into this 10th day of April, 2023 by and between:

CONTRACTOR:

Cambridge Companies, Inc. 14201 N. 87th Street Suite 135 Scottsdale, AZ 85260 Phone 219-972-1155 Fax 219-972-6314 www.cambridgecoinc.com jbarnhorst@cambridgecoinc.com

and SUBCONTRACTOR:

Skutley Contracting Corp

1282 Stabler Lane #630-107 Yuba City, CA 95993 PH (530)695-6289 FX (530)695-6290

OPERATOR:

FCC Environmental, Inc. 3013 Fiddyment Road Roseville, CA 95747

SECTION 2. GENERAL PROVISIONS AND DEFINITIONS

2.1 <u>Description of Work</u>. Contractor contracts with Subcontractor as an independent contractor to provide all labor, materials, equipment, and services necessary to complete the <u>Concrete</u> Subcontract Work as a part the construction of an approximate 65,464 square foot facility, known as

FCC WPWMA RC Improvements 3013 Fiddyment Road Roseville, CA 95747

together with site improvements on the land where the facility is located, in accordance with, the Subcontract Documents, and consistent with the Progress Schedule, as may change from time to time. Subcontractor shall perform the Subcontract Work under Contractor's general direction and in accordance with the Subcontract Documents.

2.2 <u>Parties' Relationship & Ethics</u>. Each Party agrees to act on the basis of mutual trust, good faith, and fair dealing. The Parties shall endeavor to cooperate proactively with each other, and perform in an economical and timely manner. Each Party shall perform with integrity. Each shall avoid conflicts of interest and promptly disclose to the other Party any conflicts that arise. Each Party warrants that it has not and shall not pay nor receive any contingent fees or gratuities to or from the other Party, including its agents, officers, employees, subcontractors, or others for whom they may be liable, to secure preferential treatment.

Contractor

2.3 Subcontract Documents. The Subcontract Documents include this Contract, the prime Contract, special conditions, general conditions,

specifications, drawings, exhibits, wage requirements and documentation, addenda issued and acknowledged before execution of this Contract, amendments, laboratory testing that are Contract Documents, other documents listed in this Contract, and modifications issued in accordance with this Contract. Contractor shall provide to Subcontractor, before the execution of this Contract, copies of the existing Subcontract Documents. Subcontractor shall provide copies of applicable portions of the Subcontract Documents to its proposed subcontractors and suppliers. Nothing shall prohibit Subcontractor from obtaining copies of the Subcontract Documents from Contractor at any time after the

2.4 "Business Day" means all Days, except weekends and official federal or state holidays where the Project is located.

2.5 The term "<u>Day</u>" shall mean calendar day.

2.6. "Interim Directive" is a written order containing Work instructions or directing the Subcontractor to proceed with the Subcontract work in question. An Interim Directive may also be referenced in the Contract Documents as a Construction Change Directive or other equivalent directive, and shall be treated as an Interim Directive.

2.7 "Law" means a federal, state, or local law, ordinance, code, rule, or regulation applicable to the Subcontract Work with which a Party must comply that is enacted as of the Contract date.

2.8 The "Parties" are collectively Contractor and Subcontractor.

2.9 A "Subcontract Change Order" is a written order signed by the Parties after execution of this Contract, indicating changes in the scope of the Subcontract Work, the Subcontract Amount or Subcontract Time, including substitutions proposed by Subcontractor and accepted by Contractor.

2.10 "Subcontract Time" means the time period on the Progress Schedule between commencing and completing the Subcontract Work.

2.11 "Worksite" means the geographical area of the Project location as identified in Section 1 where the Work is to be performed.

SECTION 3 SUBCONTRACTOR'S RESPONSIBILITIES

3.1 <u>Obligations & Responsibilities</u>. To the extent the terms of the prime Contract apply, the Parties shall be compliant with and will assume the mutual obligations and duties of the prime Contract, and each understand and assume all contractual expectations to and of the Operator. Subcontractor shall adhere and comply with the terms of the prime Contract; and where there is a conflict in terms between this Contract and the prime Contract, the most stringent terms will apply. Subcontractor shall furnish its diligent efforts to perform the Subcontract Work in an expeditious manner and to cooperate with Contractor so that Contractor may fulfill its obligations to Operator. Subcontractor shall furnish all of the labor, materials, equipment, and services, including but not limited to competent supervision, shop drawings, samples, tools, and scaffolding as are necessary for the proper performance of the Subcontract Work, all of which shall be provided in full accord with the Subcontract Documents. Subcontractor shall provide Contractor a list of its proposed subcontractors and suppliers, and be responsible for regularly taking field dimensions, checking for errors in the drawings and specifications, testing materials and conditions, obtaining required permits related to the Subcontract Work and affidavits, ordering of materials, and all other actions as required to meet the Progress Schedule. All Subcontract Work shall be performed in a expeditious, cooperative, safe, high-quality and substantial manner. Except as otherwise provided in the Subcontract Documents or for emergencies, Subcontractor shall direct all Project-related communications to Contractor promptly and directly.

3.2 <u>Submittals</u>. Subcontractor promptly shall submit for approval to Contractor all shop drawings, samples, product data, manufacturers' literature, and similar submittals required by the Subcontract Documents. Submittals shall be submitted in electronic form if required Subcontractor shall be responsible to Contractor for the accuracy and conformity of its submittals to the Subcontract Documents. Subcontractor shall prepare and deliver its submittals to Contractor pursuant to the Progress Schedule. Subcontractor Documents. The approval of any Subcontractor submittal shall not be deemed to authorize changes, deviations, or substitutions in the requirements of the Subcontract Documents of substitution. Such approval shall be promptly memorialized by preparing and submitting to Contractor, a Subcontract Change Order no later than 3 Days following verbal approval by Contractor and, if applicable, provide for an adjustment in the Subcontract Amount or Subcontract Time. At all times, Subcontractor agrees to submittals as may reasonably be required by Contractor, Operator, or Design Professional.

3.3 <u>Design Delegation</u>. Subcontractor shall be responsible for conformance of its design and performance criteria with the information given and the design concept expressed in the Subcontract Documents. Subcontractor shall procure design services and necessary certifications from licensed design professionals. The signature and seal of Subcontractor's design professional shall appear on all drawings, calculations, specifications, certifications, shop drawings, and other submittals related to the Subcontract Work designed or certified by Subcontractor's design professional. If Subcontractor's design professional is an independent professional, the design services shall be procured pursuant to a separate Contract between Subcontractor and the design professional. The Contract between Subcontractor's design professional shall not include any limitation of liability or waiver of damages, unless first approved in writing by Contractor.

3.4	Subc	cont	tractor's	Repr	esentative.	Sul	ocontract	or's	authorized	repre	esentativ	ve will	be								1	n	the
a b s	e n c	e	o f										,	t h	ne ba	c k	- u p	rep	resen	ntativ	/ e	w	i 1 1
be:								Both	representati	ves	shall	possess	ful	1 a	authority	to	receive	and	act	upon	instr	actic	ons,
order	s, o	r o	directions.	If	Subcontrac	tor	changes	its	representativ	e, d	or the	represen	ntativ	'e's	authority	, S	Subcontra	ctor	shall	immed	iately	no	tify
Cont	ractor	· in	writing.																				

3.5 <u>Tests</u>, <u>Inspections & Permits</u>. Subcontractor shall schedule all required tests and inspections of the Subcontract Work at appropriate times so as not to interfere with or delay the progress of all other work related to the Project. Subcontractor shall give proper written notice to all required Parties of such tests, approvals, and inspections. Subcontractor shall bear all expenses associated with tests, inspections, approvals, and permits required of Subcontractor by the Subcontract Documents, which shall be conducted by an independent testing entity approved by Contractor and Owner.

3.6 <u>Warranties</u>. Subcontractor warrants that all materials and equipment shall be new, of good quality, and free from material defects, including defective workmanship and defective materials, for the greater of one (1) year from the date of Substantial Completion of the Work, or whatever time period is required in the prime Contract. Subcontractor's warranty does not include normal wear and tear during normal usage, use for a purpose for which the Project was not intended, improper or insufficient maintenance, modifications performed by others, or abuse.

3.7 Cleanup and Safety. Subcontractor shall at all times, each and every day, keep the Worksite clean and free from debris, trash, and excess or stray materials such as tools, equipment, nails, wood, flammable liquids, paint, oil, grease, and similar things. If Subcontractor fails to comply with cleanup duties within 2 Days after written notification from Contractor of non-compliance, Contractor may implement appropriate cleanup measures without further notice and shall deduct the reasonable costs from any amounts due to Subcontractor in the next payment period. Subcontractor is required to perform the Subcontract Work in a safe, meticulous, precise and careful manner. Subcontractor shall prevent against injury, loss, or damage to persons or property by taking reasonable and lawful steps to protect its employees and all other persons at the Worksite. In doing so, Subcontractor shall implement appropriate and customary safety programs including establishing, communicating and enforcing safety rules; erecting safety barriers; having employees wear safety clothing; and providing appropriate notices and warnings to all persons at or near the Worksite. Subcontractor shall submit to Contractor all safety data sheets required by law for materials or substances necessary for the performance of the Subcontract Work. Subcontractor shall implement appropriate safety programs pertaining to the Subcontract Work and the Project, including establishing safety rules, posting appropriate warnings and notices, erecting safety barriers, and establishing proper notice procedures to protect persons and property at the Worksite. All safety precautions will be taken in an effort to prevent against injury, loss, or damage to persons or property. Subcontractor shall give prompt written notice to Contractor of any significant hazardous safety conditions or risks, and for any accident involving bodily injury requiring a physician's care, any property damage exceeding \$1,000 in value, or any actual failure or mistake that did not but could have resulted in a bodily injury or property damage, whether or not such an injury or damage was actually sustained. To the fullest extent permitted by Law, each Party to this Contract shall indemnify the other Party from and against fines or penalties imposed as a result of safety violations, but only to the extent that such fines or penalties are caused by its failure tc comply with applicable safety requirements.

3.8 <u>Hazardous Materials</u>. Subcontractor shall have the same rights and obligations as Contractor does under the prime Contract or Law regarding hazardous materials, provided that the hazardous materials affect the Subcontract Work's area or originate with Subcontractor.

3.9 <u>Correction of Covered Subcontract Work</u>. If requested by Contractor, Subcontractor must uncover any portion of the Subcontract Work which has been covered by Subcontractor in violation of the Subcontract Documents or contrary to a directive issued to Subcontractor by Contractor. Upon receipt of a written directive from Contractor, Subcontractor shall uncover such work for Contractor's or Owner's inspection and restore the uncovered Subcontract Work to its original condition at Subcontractor's time and expense.

3.10 <u>Correction of Work</u>. If the Design Professional or Contractor rejects the Subcontract Work or the Subcontract Work is not in conformance with the Subcontract Documents, Subcontractor shall promptly correct the Subcontract Work whether it had been fabricated, installed, or completed. Subcontractor shall be responsible for all costs associated with correcting such Subcontract Work. In addition, Subcontractor agrees to promptly correct, after receipt of a written notice from Contractor, all Subcontract Work which proves to be defective in workmanship or materials within a period of one year from the date of substantial completion of the Subcontract Work or for a longer period of time as may be required by specific warranties in the Subcontract Documents.

3.11 Use of Contractor's Equipment. Subcontractor, its agents, employees, subcontractors, or suppliers shall use Contractor's equipment only with the express written permission of Contractor.

3.12 <u>Work for Operator or Others</u>. Until final completion of the Subcontract Work, Subcontractor agrees not to perform any work directly for Operator, Operator's agents, or any tenants, or communicate or deal directly with Operator's representatives in connection with the Subcontract Work, unless approved in writing by Contractor.

3.13 <u>At Completion</u>. With the assistance of Owner's maintenance personnel, Subcontractor shall direct the checkout of utilities and start-up operations, and adjusting and balancing of systems and equipment for readiness.

3.14 <u>Compliance with Laws</u>. Subcontractor agrees to comply with the Law at its own cost. Subcontractor shall be liable to Contractor and Operator for all loss, cost, and expense attributable to any acts or omissions by Subcontractor, its employees, subcontractors, suppliers, and agents resulting from its or their failure to comply with the Law, including any fines, penalties, or corrective measures.

3.15 <u>Confidentiality</u>. To the extent the prime Contract provides for the confidentiality of any of Operator's proprietary or otherwise confidential information disclosed in connection with the performance of this Contract, Subcontractor is equally bound by Operator's confidentiality requirements. In addition to what is in the prime Contract, Subcontractor shall treat as confidential all of Contractor and Owner's estimating systems, cost and design information, and shall not disclose to anyone other than those who need to know to perform Work pursuant to this Contract such as Subcontractor's accountants.

3.16 Prevailing Wage

Subcontractor is aware of the requirements of California Labor Code Section 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 "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, Subcontractor agrees to fully comply with such Prevailing Wage Laws. Subcontractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute their Services available to interested parties upon request and shall post copies at the Subcontractor's principal place of business and at the project site. Subcontractor shall defend, indemnify and hold harmless the Contractor, its officials, officers, employees and agents free and harmless from any claim or liability arising out of Subcontractor's failure to comply with the Prevailing Wage Laws as it relates to this agreement.

SECTION 4 CONTRACTOR'S RESPONSIBILITIES

4.1 <u>Contractor's Representative</u>. Contractor's authorized representative is Joshua Barnhorst. In the absence of Joshua Barnhorst, the back-up representative will be: Bryan Young. Both representatives shall be the only persons Subcontractor shall look to for instructions, orders, or directions. If Contractor changes its representative, Contractor shall promptly notify Subcontractor in writing.

4.2 <u>Storage Areas</u>. Contractor shall allocate adequate storage areas, if available, for Subcontractor's materials and equipment during the course of the Subcontract Work.

4.3 <u>Timely Communications</u>. Contractor shall transmit to Subcontractor, with reasonable promptness, all submittals, transmittals, and written approvals relative to the Subcontract Work. Unless otherwise specified in the Subcontract Documents, if communications are not through Subcontractor, Contractor shall inform Subcontractor of the communications Contractor has with Subcontractor's subcontractors, and suppliers. Contractor shall provide to Subcontractor a copy of Contractor's payment bond on the Project upon the Subcontract Work commencing. Upon request, Contractor shall provide to Subcontractor a copy of the Builder's Risk Insurance Certificate issued on the Project.

4.4 <u>Use of Subcontractor's Equipment</u>. Contractor, its agents, employees, other subcontractors, or suppliers shall use Subcontractor's equipment only with the express written permission of Subcontractor's designated representative and in accordance with Subcontractor's terms and conditions for such use.

SECTION 5 PROGRESS SCHEDULE

5.1 <u>Schedule</u>. Subcontractor shall provide Contractor with any scheduling information proposed by Subcontractor for the Subcontract Work. In consultation with Subcontractor, Contractor shall prepare the schedule for performance of the Work ("Progress Schedule") and shall revise and update such schedule, as necessary, as the Work progresses. The Progress Schedule binds each Party, and all subsequent changes and additional details shall be submitted to Subcontractor promptly and reasonably in advance of the required performance. Contractor shall have the right to determine and, if necessary, make reasonable changes to the time, order, and priority in which the various portions of the Work shall be performed and all other matters relative to the Subcontract Work. To the extent such changes are significant, and they increase Subcontractor's time and costs, Subcontractor may seek equitable adjustment in the Subcontract Amount or Subcontract Time in accordance with the Subcontract Documents.

Contractor

5.2 <u>Delays and Extensions of Time - By Operator</u>. If the commencement or progress of the Subcontract Work is delayed without the fault or responsibility of Subcontractor, the Subcontract Time shall be extended by Subcontract Change Order and the Subcontract Amount equitably adjusted to the extent obtained by Contractor under the Subcontract Documents, and the Progress Schedule shall be revised accordingly. Subcontractor agrees to initiate all claims for any delay for which Owner is or may be liable within 7 Days of Subcontractor's knowledge of the facts giving rise to the claim.

5.3 Delays and Extensions of Time- By Contractor

A. Subcontractor and Contractor recognize that time is of the essence as stated in Paragraph 5.1 above and that Contractor will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 5.2 above, plus any extensions thereof allowed in accordance with the Contract. Contractor has deadlines it is required to meet in its agreement with the Operator, as well as deadlines imposed by the State of California. Contractor's damages would be difficult to calculate and the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Contractor if the Work is not completed on time Accordingly, instead of requiring any such proof, Contractor and Subcontractor agree that as liquidated damages for delay. The liquidated damages are agreed to, not as a penalty, but due to the difficulty in calculating the damages and as a reasonable estimation of the damages the parties anticipate if Subcontractor does not meet the Milestones or completion:

1. Substantial Completion: Subcontractor shall pay Contractor \$3,500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 5.2.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Subcontractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Subcontractor shall pay Contractor \$2,800 for each day that expires after such time until the Work is completed and ready for final payment.

3. Milestone: Subcontractor shall pay Contractor \$3,000 for each day that expires after the time (as duly adjusted pursuant to the Contract) for each Milestone until the Milestone is reached.

4. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

The liquidated damages are agreed to, not as a penalty, but due to the difficulty in calculating the damages and as a reasonable estimation of the damages the parties anticipate if Subcontractor does not meet the Milestones or completion. All unresolved claims, disputes, and other matters in question between the Parties not relating to claims included in this section shall be resolved as provided for in Section 11.

5.4 Special Damages

A. In addition to the amount provided for liquidated damages, Subcontractor shall reimburse Contractor (1) for any fines or penalties imposed on Contractor as a direct result of the Subcontractor's failure to attain Substantial Completion or a Milestone according to the Contract Times, and (2) for the actual costs reasonably incurred by Contractor for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 5.2 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.

B. After Subcontractor achieves Substantial Completion, if Subcontractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Subcontractor shall reimburse Contractor for the actual costs reasonably incurred by Contractor for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 5.2 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

SECTION 6 SUBCONTRACT AMOUNT

6.1 <u>Amount</u>. As full compensation for performance of this Contract, Contractor agrees to pay Subcontractor in current funds for the satisfactory performance of the Subcontract Work subject to all applicable provisions of this Contract, the fixed-price of <u>FOUR MILLION THREE</u>. <u>HUNDRED EIGHTY-SEVEN THOUSAND THREE HUNDRED THIRTY-FOUR AND XX / 100 Dollars (\$ 4,387,334.00</u>) subject to additions and deductions as provided for in the Subcontract Documents.

SECTION 7 CHANGES

Contractor

7.1 <u>Change Orders</u>. Subcontractor may request or Contractor may request changes in the Subcontract Work or the timing or sequencing of the Subcontract Work that impact the Subcontract Amount or Subcontract Time. A change in the Subcontract Work that affect the Subcontract Amount or the Subcontract Time shall be formalized in a Subcontract Change Order. For changes in the Subcontract Work, the Parties shall negotiate in good faith an appropriate adjustment to the Subcontract Amount or the Subcontract Time and shall conclude these negotiations as expeditiously as possible. Acceptance of the Subcontract Change Order and any adjustment in the Subcontract Amount or Subcontract Time shall not be unreasonably withheld.

7.2 Interim Directives. Contractor may issue a written Interim Directive directing Subcontractor to proceed with the Subcontract Work in question. If such Interim Directive is issued as a result of Operator's issuance of an Interim Directive, then the applicable provisions of the prime Contract shall govern. Otherwise, Subcontractor shall separately submit its costs for the resulting change, beginning with its next regularly scheduled application for payment submitted after the issuance of the Interim Directive. If there is a cost dispute, Contractor shall pay Subcontractor fifty percent (50%) of its actual (incurred or committed) cost to perform the Subcontract Work. In such event, the Parties reserve their rights as to the disputed amount. Contractor's payment does not prejudice its right to be reimbursed should it be determined that the disputed work was within the scope of the Subcontract Work. Subcontractor's receipt of payment for the disputed work does not prejudice its right to receive full payment for the disputed Subcontract Work should it be determined that the disputed amounts may be included in applications for payment and shall be paid in accordance with the Subcontract Documents. If ultimately, a Change Order cannot be agreed upon, the Parties shall resolve the matter as provided in Section 11.

7.3 <u>Concealed or Unknown Site Conditions</u>. If a condition encountered at the Worksite is: (a) a subsurface or other physical condition materially different from those indicated in the Subcontract Documents, or (b) an unusual and unknown physical condition materially different from conditions ordinarily encountered and generally recognized as inherent in Work provided for in the Subcontract Documents, Subcontractor shall stop affected Work after the concealed or unknown condition is first observed and give immediate written notice of the condition to Contractor. Contractor shall investigate and then issue an Change Order specifying the extent to which Operator or Contractor agrees that a concealed or unknown condition exists and directing how Subcontractor is to proceed. Subcontractor shall not be required to perform any Work relating to the unknown condition without the mutual execution of a Change Order. Any change in the cost of the Subcontract Work, and the dates of Substantial and Final Completion as a result of the condition, including any dispute about its existence or nature, shall be determined as provided in this section.

7.4 <u>Incidental Changes</u>. Contractor may direct Subcontractor to perform incidental changes in the Subcontract Work which do not involve adjustments in the Subcontract Amount or the Subcontract Time. Incidental changes shall be consistent with the scope and intent of the Subcontract Documents. Contractor shall initiate an incidental change in the Subcontract Work by issuing an Interim Directive to Subcontractor, which shall be carried out promptly and is binding on the Parties.

SECTION 8 PAYMENT

8.1 <u>Schedule of Values</u>. As a condition precedent to payment, Subcontractor shall provide a schedule of values satisfactory to Contractor not more than fifteen (15) Days from the date of execution of this Contract.

8.2 <u>Progress Payment Applications</u>. Subcontractor's applications for payment shall be itemized and supported by substantiating data as required by the Subcontract Documents. Subcontractor's application for payment for the Subcontract Work performed in the preceding 30 Day payment period shall be submitted for approval by Contractor in accordance with the schedule of values, and with regard for retainage. Contractor shall incorporate the approved amount of Subcontractor's application for payment into Contractor's application for payment to Owner for the same period and submit it to Owner in a timely fashion. Contractor shall promptly notify Subcontractor of any changes in the amount requested on behalf of Subcontractor. Subcontractor shall submit progress payment applications to Contractor no later than the last Day of each month for the Subcontract Work performed up to and including the last Day of month Subcontract Work is complete.

8.3 <u>Retainage</u>. The rate of retainage shall be five (5%) which is equal to the percentage retained from Contractor's payment by Operator for the Subcontract Work. If the Subcontract Work is satisfactory and the prime Contract provides for reduction of retainage, Subcontractor's retainage shall also be reduced when Contractor's retainage of the Subcontract Work has been so reduced by Operator.

8.4 <u>Time for Payment</u>. Progress payments to Subcontractor for satisfactory performance of the Subcontract Work shall be made no later than ten (10) Days after receipt by Contractor of payment from Operator for the Subcontract Work. If payment from Operator for such Subcontract Work is not received by Contractor, through no fault of Subcontractor, Contractor will make payment to Subcontractor within a reasonable time for the Subcontract Work satisfactorily performed. If Contractor has received payment from Operator and if for any reason not the fault of Subcontractor, Subcontractor does not receive a progress payment from Contractor within thirty (30) Days after the date such payment is due, or, if Contractor has failed to pay Subcontractor within a reasonable time for the Subcontract Work satisfactorily performed as described above, Subcontractor, upon giving ten (10) Days' written notice to Contractor, and without prejudice to and in addition to any other legal remedies, may stop work until payment of the full amount owing to Subcontractor has been received. The Subcontract Amount and Time shall be adjusted by the amount of Subcontractor's reasonable and verified cost of shutdown, delay, and startup, which shall be effected by an appropriate Subcontractor Change Order.

8.5 <u>Payments Withheld</u>. Contractor may reject a Subcontractor application for payment in whole or in part or withhold amounts from a Subcontractor application for payment, as may reasonably be necessary to protect Contractor from loss or damage for which Contractor may be liable and without incurring an obligation for late payment interest based upon: Subcontractor's repeated failure to perform the Subcontract Work as required by this Contract; loss or damage arising out of or relating to this Contract and caused by Subcontractor; Subcontractor's failure to properly pay for either labor, materials, equipment, or supplies; rejected or defective Subcontract Work which has not been corrected in a timely fashion; reasonable evidence of delay in performance of the Subcontract Work such that the Work will not be completed within the Subcontract Time; reasonable evidence demonstrating that the unpaid balance of the Subcontract Amount is insufficient to cover the cost to complete the Subcontract Work; and third-party claims involving Subcontractor or reasonable evidence demonstrating that third-party claims are likely to be filed unless and until Subcontractor furnishes Contractor with adequate security in the form of a surety bond, letter of credit, or other collateral sufficient to discharge such claims if established. No later than 7 Days after receipt of an application for payment and at the time of disapproving or nullifying all or part of an application for payment, Contractor shall give written notice to Subcontractor, stating its specific reasons for disapproval or nullifying an application for payment are removed, payment will be promptly made for the amount previously withheld.

8.6 <u>Substantial Completion</u>. Unless otherwise provided for in the prime Contract, partial Operator occupancy or use of completed portions of the Subcontract Work shall constitute Substantial Completion of that portion of the Subcontract Work and the warranty period applicable to the Subcontract Work shall commence upon the achievement of Substantial Completion of the Project and acceptance by Operator under the terms of the prime Contract.

8.7 Final Payment. Upon acceptance of the Subcontract Work by Operator and Contractor, Contractor shall incorporate Subcontractor's application for final payment into Contractor's next application for payment to Operator. Before Contractor shall be required to incorporate Subcontractor's application for final payment into Contractor's next application for payment, Subcontractor shall first submit to Contractor: an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Subcontract Work have been paid, as-built drawings, manuals, copies of warranties, and start-up testing and all close-out documents; release of any liens, conditioned on final payment being received; consent of surety to final payment, if required; and a report of any outstanding known and unreported accidents or injuries experienced by Subcontractor at the Worksite. Final payment from Operator for such Subcontract Work. If Operator or its designated agent does not issue a certificate for final payment or Contractor does not receive such payment for any cause which is not the fault of Subcontractor, Contractor, Contractor, Contractor, Contractor, Contractor, Contractor, Contractor, Contractor, Contractor relating to the Subcontract Work, but shall in no way relieve Subcontractor of liability for the obligations assumed under Section 3, or for faulty or defective work or services discovered after final payment, nor relieve Contractor for claims made in writing by Subcontractor.

8.8 <u>Failure to Pay</u>. Progress payments or final payment due and unpaid under this Contract, shall bear interest from the date payment is due at the lesser of 5% per annum or at the prime rate prevailing at the place of the Project. However, if Operator fails to timely pay Contractor as required under the prime Contract through no fault or neglect of Contractor, and Contractor fails to timely pay Subcontractor as a result of such nonpayment, Contractor's obligation to pay Subcontractor interest on corresponding payments due and unpaid under this Contract shall be extinguished by Contractor promptly paying to Subcontractor Subcontractor's proportionate share of the interest, if any, received by Contractor from Operator on such late payments.

8.9 <u>Continuing Obligations</u>. Provided Contractor is making payments in accordance with this Contract, Subcontractor shall reimburse Contractor for any and all costs and expenses, attorneys' fees and costs, for any lien or claim, asserted before or after final payment is made that arises from the performance of the Subcontract Work.

8.10 Priority of Payments. Payments received by Subcontractor shall be first used to satisfy the indebtedness owed by Subcontractor to any person furnishing labor or materials, or both, for use in performing the Subcontract Work through the most current period applicable to progress payments received from Contractor before it is used for any other purpose. If Contractor has reason to believe that Subcontractor is not complying with payment terms in this Contract, Contractor may contact Subcontractor's subcontractors and suppliers to ascertain whether they are being paid by Subcontractor in accordance with this Contract. If Contractor has reason to believe that labor, material, or other obligations incurred in the performance of the Subcontract Work are not being paid, Contractor may give written notice of a potential claim or lien to Subcontractor and may take any steps deemed necessary to assure that progress payments are utilized to pay such obligations, including but not limited to the issuance of joint checks. If upon receipt of notice, Subcontractor, Contractor's surely, if any, and the Worksite from a claim or lien, Contractor shall have the right to withhold from any payments due to Subcontractor a reasonable amount to protect Contractor from any and all loss, damage, or expense including attorneys' fees that may arise out of or relate to any such claim or lien.

8.11 Lien Waivers and Affidavits. As a prerequisite for payments, Subcontractor shall provide, in a form satisfactory to Operator and Contractor, partial lien and claim waivers in the amount of the application for payment and affidavits covering its subcontractors and suppliers for completed Subcontract Work. Such waivers shall be conditional upon payment. In no event shall Subcontractor be required to provide an unconditional waiver of lien or claim, before receiving payment or in an amount in excess of what it has been paid.

8.12 <u>Assignment of Payments</u>. Subcontractor shall not assign any payment due under this Contract, including for the creating of a new security interest, without the advance written consent of Contractor.

SECTION 9 INDEMNITY, INSURANCE, BONDS, AND DAMAGES

9.1 <u>Indemnity by Subcontractor</u>. Subcontractor shall indemnify and hold harmless Contractor, the Design Professional, Owner, and their agents, consultants, and employees (the "Indemnitees") from all claims for bodily injury and property damage that may arise from the performance of the Subcontract Work, including reasonable attorneys' fees, costs, and expenses, that arise from the performance of the Work, but only to the extent caused by the negligent or intentionally wrongful acts or omissions of Subcontractor, Subcontractor's subcontractors, or anyone directly or indirectly employed by any of them whose acts any of them may be liable, and for all suits or claims for infringement of any patent rights or copyrights.

9.2 <u>No Limitation of Liability</u>. In any claim against the Indemnitees by any employee of Subcontractor, anyone directly or indirectly employed by Subcontractor or anyone for whose acts Subcontractor may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of compensation or damages payable by or for Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

9.3 <u>Minimum Insurance Requirements</u>. Subcontractor, its subcontractors, and its design professionals shall procure and maintain the types of insurance, and at the minimum limits as follows:

Workers' Compensation Coverage A Coverage B - Employers Liability

Automobile Liability Bodily Injury/Property Damage Combined - Single Limit

Commercial General Liability Bodily Injury/Property Damage

Combined - Single Limit Personal and Advertising Injury

Excess/Umbrella Liability Bodily Injury/Property Damage Statutory \$1,000,000 each Bodily Injury by Accident \$1,000,000 policy limit Bodily Injury by Disease \$1,000,000 each occurrence Bodily Injury by Disease

\$2,000,000 Coverage is to apply to all owned, non-owned, hired and leased vehicles

\$2,000,000 each occurrence \$2,000,000 general aggregate \$2,000,000 products/completed operations aggregate \$1,000.000

\$14,000,000 each occurrence and general aggregate

Professional Liability/Errors &Omissions Insurance "claims made" coverage

\$1,000,000 per occurrence \$1,000,000 annual aggregate

9.4 <u>Certificates of Insurance</u>. The Certificates of Insurance shall designate Contractor and Operator, and for each, "all their respective subsidiaries and affilities", as an additional insured; and shall state the insurance is primary and noncontributory. The Certificates shall provide that the policy may not be canceled or modified without 30 days prior written notice to Contractor. The certificates and endorsements shall be delivered to Ooperator before Contractor or any subcontractor begins work on the Project. All insurance on behalf of all subcontractors and material suppliers shall be maintained for a period of three (3) years from the date of Substantial Completion of the Work to facilitate any warranty work.

9.5 <u>Waiver of Subrogation</u>. The Parties waive all rights against each other, Operator, and the Design Professional, and any of their respective consultants, subcontractors, subsubcontractors, suppliers, agents, and employees, for damages caused by perils to the extent covered by the proceeds of Builder's Risk Insurance, except such rights as they may have to the insurance proceeds and such rights as they may have for the failure to obtain and maintain any Project Builder's Risk Coverage that may have been obligated to provide in the prime Contract. Subcontractor shall require similar waivers from its subcontractors.

9.6 <u>Bonding</u>. Performance and Payment Bonds are/are not required of Subcontractor. Such bonds shall be issued by a surety admitted in the state in which the Project is located and must be reasonably acceptable to Contractor. The penal sum of the Payment Bond and Performance Bond shall each be at least 100% of the Subcontract Amount. Subcontractor shall be reimbursed for the cost of any required bonds with the first progress payment.

9.7 Limited Mutual Waiver of Consequential Damages. Except for any liquidated or consequential damages that Operator is entitled to recover against Contractor under the prime Contract, and losses covered by insurance required by the Subcontract Documents, the Parties mutually waive all claims against each other for consequential damages, including but not limited to, damages for loss of business, loss of financing, loss of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. Similarly, Subcontractor shall obtain in contracts with its subcontractors mutual waivers of consequential damages that correspond to Subcontractor's waiver of consequential damages.

SECTION 10 SUSPENSION, NOTICE TO CURE, AND TERMINATION

10.1 <u>Notice to Cure a Default</u>. If Subcontractor persistently fails to supply enough qualified workers, proper materials, or equipment to maintain the Progress Schedule, or fails to make prompt payment to its workers, subsubcontractors, or suppliers, or disregards a Law or orders of any public authority having jurisdiction, or otherwise is guilty of a material breach of a provision of this Contract, Subcontractor shall be deemed in default of this Contract. If Subcontractor fails within 10 business Days after receipt of written notice to commence and continue satisfactory correction of such default, then Operator shall give Contractor and, if applicable, the surety, a second notice to correct the default Operator will then have an additional 5 business Days to cure.

10.2 <u>Contractor's Right to Terminate for Default</u>. Upon expiration of the second notice for default period and absent appropriate corrective action, Contractor may terminate this Contract by written notice, and/or may deduct the reasonable cost thereof from the payments then or thereafter due to Subcontractor. Contractor, at its sole discretion, may then replace Subcontractor. Termination for default is in addition to any other remedies available to Contractor. Subcontractor shall be liable to Contractor for all reasonable costs to cure and complete the Subcontract Work.

10.3 <u>Bankruptcy</u>. If Subcontractor files a petition under the Bankruptcy Code, this Contract shall terminate if: (a) Subcontractor or Subcontractor's trustee rejects the Contract; (b) a default occurred and Contractor is unable to give adequate assurance of required performance; or (c) Contractor is otherwise unable to comply with the requirements for assuming this Contract under the applicable provisions of the Bankruptcy Code.

10.4 <u>Mitigation</u>. Contractor shall make reasonable efforts to mitigate damages arising from Subcontractor default, and shall promptly invoice Subcontractor for any amounts due.

10.5 <u>Termination for Convenience</u>. If Operator or Contractor terminates this Contract, Operator shall pay Contractor for all Work executed and for all proven loss, cost, or expense in connection with the Work, plus all demobilization costs.

10.6 Termination by Subcontractor. After 7 days advance written notice, Subcontractor may terminate this Contract, if the Work has been stopped for a 30 Day period through no fault of Subcontractor for any one of the following reasons: (a) under court order or order of other governmental authorities having jurisdiction; (b) as a result of the declaration of a national emergency or other governmental act emergency during which, through no act or fault of Contractor, materials are not available; or (c) Work is suspended by Contractor for Convenience. In addition, upon 20 Days' written notice to Contractor and an opportunity to cure within 5 Days, Subcontractor may terminate this Contract if Contractor assigns this Contract over Subcontractor's reasonable objection; or fails to pay Contractor in accordance with this Contract; or otherwise materially breaches this Contract. Upon termination by Contractor in accordance with this section, Contractor is entitled to recover from Owner payment for all Work executed and for all proven loss, cost or expense in connection with the Work, plus all demobilization costs.

SECTION 11 DISPUTE MITIGATION AND RESOLUTION

11.1 <u>Work Continuation and Payment</u>. Subcontractor shall continue the Subcontract Work and maintain the Progress Schedule during any dispute mitigation or resolution procedure. If Subcontractor continues to perform, Contractor shall continue to make payments in accordance with this Contract.

11.2 <u>Direct Settlement Discussions</u>. If there is a dispute or disagreement between the Parties on any matter relating to or arising out of this Contract, and the Parties cannot reach resolution, the Parties shall endeavor in good faith and promptly, to reach a resolution through either formal mediation or direct meetings and discussions between the Parties' representatives, who shall possess the necessary authority to resolve such matter and who will record the date of the first discussions. If the Parties' representatives are not able to resolve such matter within 5 Business Days from the date of first discussion, the Parties' will promptly attempt a second discussion with senior executives of the Parties. If the dispute remains unresolved after all good faith discussions, the Parties shall promptly submit such matter into arbitration as described below.

11.3 Arbitration. As long as the Owner is not involved in any claim or dispute (whereby the Parties agree to proceed to litigation pursuant to the terms of the prime Contract), the Parties hereby expressly choose binding arbitration for any claim or dispute arising out of or relating to this Contract. EACH PARTY WAIVES THEIR RIGHT TO BE HEARD IN A COURT OF LAW, with or without a jury. Arbitration does not involve a judge or jury. Instead, an arbitrator with the power to award damages and other appropriate relief will decide claims and disputes. An arbitrator's award shall be final and binding upon the Parties, and judgment may be entered upon it in any court having jurisdiction. Neither Party may commence arbitration if the claim or cause of action would be barred by the applicable statute of limitations had the claim or cause of action been filed in a state or federal court. Receipt of a demand for arbitration by the person or entity administering the arbitration shall constitute the commencement of legal proceedings for the purposes of determining whether a claim or cause of action is barred by the applicable statute of limitations. If, however, a state or federal court exercising jurisdiction over a timely filed claim or cause of action orders that the claim or cause of action be submitted to arbitration, the arbitration proceeding shall be deemed commenced as of the date the court action was filed, provided that the Party asserting the claim or cause of action files its demand for arbitration with the person or entity administering the arbitration within 30 Days after the entry of such order. The arbitration shall use the AAA Construction Industry Arbitration Rules and AAA administration. AAA Construction Fast Track Rules shall apply to all two-party cases when neither Party's disclosed claim or counterclaim exceeds \$250,000. The costs of any binding dispute resolution procedures shall be shared by the parties equally, and reasonable attorneys' fees shall be borne by the non-prevailing Party, as determined by the adjudicator of the dispute. The Project location shall serve as the venue. All Parties necessary to resolve a matter agree to be parties to the same dispute resolution proceeding, if possible. Appropriate provisions shall be included in all other contracts relating to the Work to provide for the joinder or consolidation of such dispute resolution proceedings.

11.4 Lien Rights. Nothing in this section shall limit any rights or remedies not expressly waived by Contractor which Contractor may have under lien laws.

SECTION 12 MISCELLANEOUS

12.1 Extent of Contract. Except as expressly provided, this Contract is for the exclusive benefit of the Parties, and not for the benefit of any third party. This Contract represents the entire and integrated Contract between the Parties, and supersedes all prior negotiations, representations, or Contracts, either written or oral. This Contract and each and every provision is for the exclusive benefit of the Parties and not for the benefit of any third party.

12.2 <u>Assignment</u>. Neither Party shall assign its interest in this Contract without the written consent of the other Party; however, both Parties may assign this Contract to an equally-valued subsidiary or entity substantially controlled by the transferring Party, as long as written notice is provided in advance. The terms and conditions of this Contract shall be binding upon both Parties, their partners, successors, assigns, and legal representatives. If either Party attempts to make such an assignment, that Party shall nevertheless remain legally responsible for all obligations under the Contract.

12.3 Governing Law. The law in effect at the location of the Project shall govern this Contract.

12.4 <u>Severability</u>. The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provision.

12.5 <u>Notice</u>. Unless changed in writing, a Party's address indicated in Section 1 shall be used when delivering notice to a physical address. Except as otherwise specified in the Contract Documents, notice is effective upon delivery with evidence by return receipt using either the U.S. postal service or a nationally-recognized overnight delivery service.

12.6 <u>No Waiver of Performance</u>. The failure of either Party to insist, in any one or more instances, on the performance of any of the terms, covenants, or conditions of this Contract, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, condition, or right with respect to further performance.

12.7 Joint Drafting. The Parties expressly agree that this Contract was jointly and mutually drafted, and that both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Contract shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

BCA2301-SCC SECTION 13 SUBCONTRACT DOCUMENTS

13.1 <u>Subcontract Documents</u>. The drawings and specifications are complementary. If Work is shown only on one but not on the other, Subcontractor shall perform the Subcontract Work as though fully described on both, consistent with the Subcontract Documents and reasonably inferable from them. In case of any conflicts between drawings and specifications, the specifications shall govern. In any case of omissions or errors in figures, drawings, or specifications, Subcontractor shall immediately submit the matter to Contractor for clarification by Operator.

13.2 List of Subcontract Documents.

The Prime Contract This Contract Exhibit A - Scope of Work Exhibit B - General Requirements Exhibit C - Drawing Log Exhibit D - Construction Schedule Exhibit E - Submittal Log Exhibit F - Change Order Form Exhibit G - Contractor's Authorization of Minor Change in the Work Exhibit H - Invoicing Schedule Exhibit I - Affidavit of Payment Exhibit J - Partial Payment Certification, Release and Lien Waiver Exhibit K - Final payment Certification, Release and Lien Waiver

Exhibit L - Subcontractor's notice of completion of punch list

13.3 Importance of Documents. Except as otherwise provided, amongst categories of documents having the same level of importance, the term or provision that includes the latest date shall control.

[Signature Page Follows.]

IN WITNESS WHEREOF, this Contract has been executed as of the date noted in Section 1 above, as evidenced by the Parties signatures below. The undersigned have read and understand each and every clause of this Contract and have freely entered into all obligations and limitations described herein.

	ONTRACTOR e Companies, Inc.		SUBCONTRACTOR Skutley Contracting Corp
By Joshua Barnhorst		Ву	
Title Project Manager	Date	Title	Date
		Federal Tax #	
		State Tax #	

EXHIBIT A

SCOPE OF WORK

Contractor

Provide all necessary labor, materials, and equipment to complete work as shown on contract documents provided by Cambridge Companies, Inc. and designed by SCS Engineers, Asplundh Engineering Associates, Arcon Structural Engineers, Terry Engineering, Ko Architects, per bid documents to meet all local, state, and national code requirements. It is expressly understood that all work related to the "intent" of the project documents are included within this scope, whether a specific detail or intermediate step required for the final product is spelled out in the project documents or not. The items listed herein are highlights and clarifications of work and are not to be construed to be a limiting list of "inclusions" nor is the absence of a specific item listed herein to be construed as any type of "exclusion".

C8 Building Concrete	01-52-1000-1108	\$1,414,939
C8 Site Concrete	01-52-1000-1108	\$597,830
C9 Foundations and Walls	01-52-1000-1109	\$1,479,744
A-3 Exterior Improvements	03-30-1300-1103	\$402,533
M4 Foundations	04-21-1300-1104	\$211,455
M5 Building Concrete	04-21-1300-1105	\$99,256
M5 Site Concrete	04-21-1300-1105	\$181,577
Total		\$4,387,334

1. All Division 01, 03, 32 and associated specifications sections required for building and site concrete construction as defined on contract documents, plan sets, general notes, plan notes, Structural Notes, specifications, FCC provided RFP, RFI responses, Addenda, CALGreen requirements, Title 24 requirements, etc. Includes all necessary work to meet any local, state, or national code requirements relating to building and site concrete construction.

2. This project includes prevailing wage labor and all associated documentation and reporting. This project is tax exempt, and all sales tax is excluded from this subcontract agreement.

3. Any and all offloading of materials at site, hoisting, etc. that is necessary for a complete project scope.

4. Any applicable local trade permitting and/or licensing fees, delivery and/or freight charges, etc. Copies of all permits, inspection results, and/or other governing authority document related to the work shall be submitted to Cambridge for its records.

5. Shop drawings and submittals shall be submitted per specifications and requirements and in no case longer than is necessary for review, return for adjustment, re-review, and procurement lead-time of items so as not to negatively impact the Construction Schedule. It is the responsibility of Skutley Contracting Corporation to provide all shop drawings and submittals to ensure conformance with contract documents. Including all necessary deferred submittal requirements by all authorities having jurisdiction

6. Skutley Contracting Corporation will have all shop drawings and engineering completed and submitted for approval within (10) days of notice to proceed.

7. Skutley Contracting Corporation will have all materials procured and ready for installation prior to dates indicated for each item as required by project schedule.

8. Skutley Contracting Corporation to complete work within allotted durations specified for building and site concrete as identified on Exhibit D - Construction Schedule

9. Coordination with other trades for placement of masonry, steel members, overhead doors, shop equipment, recycling equipment, MEP components, fire sprinkler piping, sitework and site utilities, etc. and any other penetrations, underground obstruction, or overhead obstructions.

10. Coordination of testing and inspection as required by governing authorities and per Special Inspections Information. All necessary testing and inspection as required by governing authorities for all trade related activities to be coordination by subcontractor. QCQA construction materials testing and inspections by Cambridge.

11. All required labor, materials, equipment, and accessories as required to provide concrete construction systems per plan sets, specifications, general structural notes, etc. Includes concrete forming and accessories, concrete reinforcing, cast-in-place concrete, etc. for a complete concrete scope of work.

12. All required concrete per mix design specifications, reinforcing steel per plan sets details, foundation insulation where indicated per architectural plans and details, grouting at column baseplates with non-shrink grout, bonding compound, hairpins, dowels, form savers, anchors, hangers, chairs, runners, spacers, vapor barrier, waterstop, and all other materials and accessories associated with concrete installation per contract documents.

13. Control, isolation, and expansion joints, including filler materials, chamfered edges where indicated, slabs per plan set and specifications, curing of slabs, thickened edges, rebar clearance where specified, etc.

14. Receive, unload, inventory, store, protect and install all embed materials furnished by others including all anchor bolts, plates, channels, etc. Setting of PEMB column anchor bolts (any required template fabrication for proper setting of bolts by SCC), etc. as provided by CCI and/or misc. metals contractor. Setting of all steel embeds (CCI to provide channels, plates, etc.) and setting of anchor bolts (CCI to provide). Includes cutting of special steel materials as necessary in the field for proper incorporation within formwork and pours.

15. Any required patching, leveling, or grinding of non-conforming slab tolerances or finishes and repair of any elevated formed surface that is out of tolerance.

16. Concrete footings, foundation walls, spread footings at building columns, exterior footings, interior and exterior CMU wall footings, bridge crane footings, foundation dowels, wall foundations, push wall foundations, ramp foundations, trommel foundations, anchor bolt reinforcing, and all other required foundation construction per plan sets, foundation plans, footing schedules, etc. Includes all necessary layout, aggregate base and slab beneath slabs where indicated, structural excavation where required and haul-off of foundation spoils.

17. Cast-in-place concrete walls where indicated per structural and architectural plans. Includes all necessary Push Walls, Bunker Walls, Ramp Walls, etc. per plan sets and specifications. Including setting of CCI supplied embed plates where indicated. Subcontract agreement includes the deduct to remove all labor, materials, equipment, and accessories required for the proposed C&D Push Wall from project scope.

18. Concrete Slabs per plans, thickened slabs and edges, setting of CCI supplied wear indicators, C&D pedestal slab, coordination with recycling equipment vendors for their equipment base plate installation per S2.1a, Maintenance Shop deckfill/panfill and perimeter concrete curb at mezzanine, sloping, joints, filler materials, etc. per plan sets and specifications. Concrete slabs to trap rock hardened where indicated per plan sets and specifications.

19. Setting and infill of CCI provided steel bollards per 13/S0.2. Includes all necessary excavation, setting of bollard, bollard foundation, infill of steel bollard, hauling of spoils, etc. for a complete bollard assembly at all locations.

20. All required labor, materials, equipment, and accessories required to provide site concrete construction systems per plan sets and

specifications. Includes concrete forming and accessories, concrete reinforcing, cast-in-place concrete, tactile warning surfacing, etc. for a complete site concrete scope of work.

21. All required concrete per mix design specifications, reinforcing steel, dowels, anchors, hangers, chairs, runners, spacers, and all other materials and accessories associated with site concrete installation per contract documents. Provide all concrete curing, sealing and protection as required per plans and specifications

22. Traffic controls as necessary during site concrete construction activities. All motorized wheeled and/or tracked mobile equipment used in the course of work performance shall be fitted with working back-up alarms and fire-extinguishing equipment at all times per OSHA guidelines.

23. Provide all necessary labor, materials, equipment and accessories required for construction of Concrete Curb per Placer County standard details, concrete site pavement per pavement plans and details and sections on C-107, sidewalks and concrete pad walkways, curbs per Placer County standard details, 32.25" wide x 12" deep reinforced concrete channel per C-107/C-111 and RFI clarifications (including setting of anchor bolts provided by others), truncated domes, ductbank, concrete infill at utility trenches, light pole bases, curbs, perpendicular curb ramps with 48"x48" landings, parallel curb ramps, patching of site concrete and curbing where removed per bidding documents (per Placer County Details 431, 432, 434), etc., per civil engineering files, plan sets, detail sheet, and specifications. Includes all required reinforcement per details, paving profiles per C-117, fine grading of aggregate base placed and compacted to within +/- .1 by sitework contractors, joints per details including filler materials, etc. per plans and details.

1	C8 - Bldg & Site Concrete	01-52-1000-1108	1,414,939.00
2	C8 - Bldg & Site Concrete	01-52-1000-1108	597,830.00
3	C9 - Foundations & Walls	01-52-1000-1109	1,479,744.00
4	A-3 - Exterior Improvements	03-30-1300-1103	402,533.00
5	M4 - Foundations	04-21-1300-1104	211,455.00
6	M5 - Bldg & Site Concrete	04-21-1300-1105	99,256.00
7	M5 - Bldg & Site Concrete	04-21-1300-1105	181,577.00

EXHIBIT B

SCHEDULE OF GENERAL REQUIREMENTS

Project:

FCC Environmental, Inc. - WPWMA Recycling Center Improvements
3013 Fiddyment Road
Roseville, CA 95747
I. About Cambridge Companies, Inc.
Over 30 years of experience providing architectural, construction and general contracting services throughout the United States.
Website: www.cambridgecoinc.com
Construction Project Manager: Josh Barnhorst - jbarnhorst@cambridgecoinc.com
Assistant Project Manager: Ashley Keepers - akeepers@cambridgecoinc.com
Project Coordinator: Makenzie Ganem - mganem@cambridgecoinc.com
II. Subcontract Finalization Requirements
Completed Subcontractor Qualification Form
Completed Scope of Work letter (where applicable)
Subcontractor Proposal

Certificate of Insurance

o Insurance requirements per information included in RFP provided by FCC Environmental and per subcontract agreement language.

o If you do not meet these requirements, please contact your insurance agent to make the necessary modifications. Any costs associated with securing the additional coverage to meet Cambridges requirements will be your responsibility. Coverages will be enforced, and proof will be required prior to mobilization to site and processing of invoice payments. III. Contract Inclusions

Fully completed scope of work letters with the cost to complete each specific work task as delineated on the Scope of Work Letter will be the basis of the Exhibit A - Scope of Work. The cost breakdown will also be used as the line-item cost breakdown/to prepare the Schedule of Values on the AIA continuation sheet.

Subcontract includes all necessary labor, materials, equipment, and accessories to complete work per the Scope of Work Letter (if applicable) and as shown on contract documents as provided by Cambridge Companies, Inc.

Subcontract excludes taxes. Subcontract includes all local trade permit and/or license and registration fees (where applicable). Subcontract includes all requirements identified in RFP documents, Addenda, CALGreen requirements, Title 24 requirements, Tier 4 requirements, etc. as prepared by FCC Environmental, Inc; WPWMA; and provided during the bidding phase by Cambridge Companies, Inc.

All work must be completed per all local, state, and national codes, and to pass all required inspections

All layout work by subcontractor. Cambridge Construction will provide building corners, initial survey of drives and elevation benchmark.

Subcontractor to provide all submittals and shop drawings as required by the contract documents. No materials shall be ordered or installed without reviewed submittals as identified on the Submittal Log. Any materials ordered or installed without reviewed submittals will be at the subcontractors/vendors own risk.

IV. During Construction

All field staff to be equipped with hi-viz hardhats, vests, boots, and long pants, at a minimum. OSHA recommended PPE shall be enforced for appropriate tasks in the field and all CDC guidelines relating to the Covid-19 pandemic must be followed.

Cambridge Construction, FCC Environmental, and WPWMA maintain an alcohol and drug free workplace.

Subcontractor is responsible to call for and arranging all inspections and coordinating with field manager to provide Cambridge with proof of all completed and approved inspections prior to final payment.

Keeping the project site clean is a key requirement of Cambridge. Cambridge will provide waste dumpsters for the use of all subcontractors. Each subcontractor is required to clean up daily. In the event Cambridge provides separate containers for specific materials, each subcontractor is to place all materials in the appropriate container. Unless otherwise specified in writing, no subcontractor is permitted to place any dirt or concrete in any container. If a subcontractor fails to clean up daily Cambridge may elect to perform the cleanup and charge that cost back to the subcontractor. If a subcontractor places unsuitable material in any container the cost to correct will be charged back to the subcontractor. All subcontractors will be responsible for meeting any and Waste Management and Disposal requirements as defined by the Project Manual.

Owner will provide all the required construction materials and other 3rd Party testing as required, unless specified otherwise.

It is the intent to provide temporary power (20-amp -110-volt convenience type power) and lighting. If there is no power available at the project site or the subcontractor has power needs more than the above stated provisions, it shall be the responsibility of the subcontractor to active to active to active the subcontractor of the subcontractor to active the subc

subcontractor to satisfy any power needs or requirements at their expense. Power will be provided at a single location in each section of the building. Any required means of additional distribution or use is the responsibility of each subcontractor. All subcontractors should assume the need to cover self-generated power until a manner of power at the site is established.

There will be a mandatory project kick off meeting. Each subcontractor selected prior to the meeting is required to attend. Attendees must include a minimum of the project representative and if possible, the project foreman or superintendent. Failure to attend as required will result in a \$200 back charge.

Because the success of each contractor involved is dependent on a properly scheduled and coordinated project, and to make sure the required parties are in attendance, there will be a back charge for failing to attend the mandatory weekly coordination meetings, also known as the "Foremans Meeting". The first failure to attend will result in a warning, the second failure will result in a \$125 charge back, and every failure to attend thereafter will result in a \$200 charge back per occurrence.

V. Change Orders from Subcontractors to Cambridge

All Change Orders must be submitted on Exhibit F found in the Subcontract Agreement

All Change Orders must be approved by the Project Manager prior to work with additional cost starting. Field Managers are not

authorized to approve Change Order work.

All Change Order requests must be submitted to the Project Manager and are not valid until executed by Cambridge and returned to the Subcontractor. Do not include unexecuted Change Orders on billing documents.

a. Additions - to be billed at cost plus a flat 10% (5% for overhead & 5% for profit). The cost is to be determined by providing actual labor costs including burden, all materials and equipment, and other specific items directly used in connection with the change order.

b. Deductions - the credit change order will be based on the actual saved labor and material and other expenses. The subcontractor will NOT be required to include any deduction for overhead or profit.

c. Proof of actual labor rates and burden must be provided with the Change Order.

- d. Verifiable material quotes shall be provided for both Additive and Subtractive Change Orders.
- e. Equipment rentals will also require supporting documentation
- VI. Payment Procedures & Requirements

Retention as allowed by the State of California will be part of this contract.

All pay applications must be submitted on the standard AIA form or similar. Pay applications must be sent via email no later than the 20th of each month. An email version will be accepted with original hard copies to follow via mail.

Invoices from material suppliers may be submitted via US mail, fax or via email to the Contract Administrator assigned to the project and must provide a waiver of lien to receive payment.

It is Cambridges goal (but not a guarantee) that payments for monthly progress draws will be paid to the subcontractor in approximately 45 days after the last day of the month that the draw is submitted. Payment will be made once Cambridge receives payment from the Owner.

Either with the current invoice or prior to payment the subcontractor must provide a properly executed & notarized waiver of lien covering all labor & materials furnished through the billing period. Fax copies of partial waivers are acceptable, w/ originals to follow.

Subcontractor is to collect and submit to Cambridge copies of all material supplier and subcontractor lien waivers. Copies must be submitted monthly along with each progress billing. Failure to include these with the billing may delay monthly and/or final payments.

Subcontractor is responsible to collect and submit to the Cambridges office all warranty information equipment manuals startup and maintenance, etc. prior to release of final payment.

Subcontractor is responsible to call for and arranging any and all inspections and providing Cambridge with proof of all completed and approved inspections prior to final payment.

Final retention payments require that all necessary close-out documents are to be received by Cambridge prior to release of final payment. This includes warranty letter, manufacturers warranties, CALGreen and Title 24 documentation, final original lien waivers, and copies of all final supplier/material lien waivers, as-built documentation (if required), O&M manuals, and any attic stock.

Subcontractor to warranty workmanship and materials for (1) years from date of Certificate of Occupancy and per all listed warranty requirements per contract documents. Information in contract documents takes precedence over general (1) year warranty length.

EXHIBIT C

DRAWING LOG

Contractor



DRAWING NO.	DRAWING TITLE	REVISION DRAWING DATE	SET
	SPECIFICATIONS	0 2/9/2023	3
	ADDEDNUM 1	0 2/15/2023	3
	ADDENDUM 2	0 3/3/2023	3
	ADDENDUM 3	0 3/9/2023	3
	ADDENDUM 4	0 3/15/2023	3
	GEOTECHNICAL REPORT	0 10/24/2022	2
GENERAL			
1	TITLE SHEET	0 2/6/2022	2 100% CD SET
2	TITLE SHEET	0 2/6/2022	2 100% CD SET
DEMOLITION O	F EXISTING MAINTENANCE SHOP AND METAL CANOPY BUILDING		
1	TITLE SHEET AND LOCATION MAPS	0 3/7/2023	ADDENDUM 3
2	DEMOLITION OF EXISTING MAINTENANCE SHOP BUILDING AND METAL CANOPY		ADDENDUM 3
PHASE I - CIVIL	DRAWINGS		
C-101	GENERAL NOTES & ABBREVIATIONS	0 2/27/2023	ADDENDUM 2
C-102	GENERAL NOTES		ADDENDUM 2
C-103	EXISTING CONDITIONS		ADDENDUM 2
C-104	EXISTING CONDITIONS	0 2/27/2023	ADDENDUM 2
C-105	EXISTING CONDITIONS		ADDENDUM 2
C-106	EXISTING CONDITIONS	0 2/27/2023	ADDENDUM 2
C-107	SECTIONS	0 2/27/2023	ADDENDUM 4
C-108	DEMOLITION PLAN		ADDENDUM 2
C-109	HORIZONTAL CONTROL PLAN		ADDENDUM 2
C-110	NORTHING & EASTING		ADDENDUM 2
C-111	GRADING & DRAINAGE PLAN - NORTH		ADDENDUM 2
C-112	GRADING & DRAINAGE PLAN - SOUTH		ADDENDUM 2
C-113	WET UTILITY PLAN - NORTH		ADDENDUM 4
C-114	WET UTILITY PLAN - NORTH	0 2/27/2023	ADDENDUM 4
C-115	DRY UTILITY PLAN - NORTH		ADDENDUM 4
C-116	DRY UTILITY PLAN - SOUTH		ADDENDUM 4
C-117	PAVEMENT PLAN		ADDENDUM 4
C-118	EROSION CONTROL PLAN		ADDENDUM 2
C-119	EROSION CONTROL NOTES AND DETAILS		ADDENDUM 2
PHASE I - GREE	N WASTE ASP COMPONENT SYSTEM		
1	COVER SHEET	0 2/3/2023	3 100% CD SET
2	EXISTING CONDITIONS PLAN		3 100% CD SET
3	PROPOSED ASP SYSTEM LAYOUT		3 100% CD SET
4	ASP SYSTEM OFFSET		3 100% CD SET
5	GENERAL AGREEMENT PLAN		3 100% CD SET
6			
7			
6 7	BLOWER & ZONE AERATION PIPING AERATION PIPE PROFILE		3 100% CD SET 3 100% CD SET



DRAWING NO.	DRAWING TITLE	REVISION D	RAWING DATE	SET
8	BLOWER PIPE & DETAILS	0	2/3/2023	100% CD SET
E-000	ELECTRICAL COVER SHEET	D	3/2/2023	ADDENDUM 1
E-001	ELECTRICAL LEGEND, NOTES & ABBREVIATIONS	D	3/2/2023	ADDENDUM 1
E-050	ELECTRICAL POWER SITE PLAN	D	3/2/2023	ADDENDUM 1
E-101	ELECTRICAL POWER SITE PLAN	D	3/2/2023	ADDENDUM 1
E-201	ELECTRICAL ENLARGED POWER PLAN	D	3/2/2023	ADDENDUM 1
E-401	ELECTRICAL SINGLE LINE DIAGRAM	D	3/2/2023	ADDENDUM 1
E-402	ELECTRICAL COMMS RISER DIAGRAM	D	3/2/2023	ADDENDUM 1
E-501	ELECTRICAL DETAILS	D	3/2/2023	ADDENDUM 1
PHASE I - C&D	PROCESSING CANOPY			
A2.1	FLOOR PLAN	0	7/19/2022	100% CD SET
A2.2	COMPRESSOR ROOM/OFFICE FLOOR PLAN	0	7/19/2022	100% CD SET
A2.3	FLOOR PLAN	0	7/19/2022	100% CD SET
A2.4	COMPRESSOR ROOM/OFFICE FLOOR PLAN	0		100% CD SET
A2.5	BUILDING SECTIONS	0	7/19/2022	100% CD SET
A2.6	BUILDING ELEVATIONS	0	7/19/2022	100% CD SET
A4.1	ARCHITECTURAL DETAILS	0	7/19/2022	100% CD SET
A4.2	ARCHITECTURAL DETAILS	0	7/19/2022	100% CD SET
A4.3	ARCHITECTURAL DETAILS	0	7/19/2022	100% CD SET
S0.1	GENERAL NOTES	0	7/19/2022	100% CD SET
S0.2	GENERAL STRUCTURAL NOTES	0	7/19/2022	100% CD SET
S2.1	EQUIPMENT BASE PLATE LAYOUT	0	7/19/2022	100% CD SET
S2.2	COMPRESSOR ROOM/OFFICE FOUNDATION PLAN	0	7/19/2022	100% CD SET
S2.3	ROOF FRAMING PLAN	0	7/19/2022	100% CD SET
S2.4	COMPRESSOR ROOM/OFFICE ROOF FRAMING PLAN	0	7/19/2022	100% CD SET
S2.5	SECTIONS	0	7/19/2022	100% CD SET
S2.6	WALL REINFORCING	0	7/19/2022	100% CD SET
S2.7	STRUCTURAL DETAILS	0	7/19/2022	100% CD SET
S4.1	STRUCTURAL DETAILS	0		100% CD SET
S4.2	STRUCTURAL DETAILS	0		100% CD SET
S4.3	STRUCTURAL DETAILS	0		100% CD SET
S4.4	STRUCTURAL DETAILS	0	7/19/2022	100% CD SET
PHASE I - C&D	ACILITY CENTER MECHANICAL DRAWINGS			
M2.1	MECHANICAL SPECIFICATION	0	7/19/2022	100% CD SET
M2.2	MECHANICAL HVAC PLAN	0		100% CD SET
P2.1	PLUMBING SPECIFICATION	0	7/19/2022	100% CD SET
P2.2	COLD AND HOT WATER FLOOR PLAAN ISOMETRIC	0	7/19/2022	100% CD SET
P2.3	WASTE & VENT FLOOR PLAN ISOMETRIC	0		100% CD SET
T24B2.1	HVAC MECHANICAL TITLE 24 REQUIREMENT	0		100% CD SET
T24B2.2	ENVELOPE TITLE 24 REQUIREMENT	0		100% CD SET



DRAWING NO	DRAWING TITLE	REVISION DR	AWING DATE SET
PHASE I - C&D	FACILITY CENTER ELECTRICAL DRAWINGS		
E-000	ELECTRICAL COVER SHEET	C	3/2/2023 ADDENDUM 1
E-001	ELECTRICAL LEGEND, NOTES & ABBREVIATIONS	С	3/2/2023 ADDENDUM 1
E-050	ELECTRICAL SITE PLAN - PARKING LOT AREA	В	3/2/2023 ADDENDUM 1
E-050	ELECTRICAL SITE PLAN - C&D AREA	C	3/2/2023 ADDENDUM 1
E-101	ELECTRICAL DEMOLITION PLAN	D	3/2/2023 ADDENDUM 1
E-201	ELECTRICAL ENLARGED POWER PLANS	C	3/2/2023 ADDENDUM 1
E-202	ELECTRICAL ENLARGED POWER PLANS	C	3/2/2023 ADDENDUM 1
E-301	ELECTRICAL PANNEL SCHEDULES	C	3/2/2023 ADDENDUM 1
E-401	ELECTRICAL SINGLE LINE DIAGRAM	C	3/2/2023 ADDENDUM 1
E-501	ELECTRICAL DETAILS	C	3/2/2023 ADDENDUM 1
E-601A	ELECTRICAL LIGHTING PLAN - SECTION A	C	3/2/2023 ADDENDUM 1
E-601B	ELECTRICAL LIGHTING PLAN - SECTION B	C	3/2/2023 ADDENDUM 1
E-601C	ELECTRICAL LIGHTING PLAN - SECTION C	C	3/2/2023 ADDENDUM 1
E-601D	ELECTRICAL LIGHTING PLAN - SECTION D	C	3/2/2023 ADDENDUM 1
PHASE I - VAPO	DR INTRUSION MITIGATION SYSTEMS (VIMS)		
GP-1	TITLE SHEET AND LOCATION MAP	0	2/6/2023 100% CD SET
GP-2	GENERAL NOTES AND SPECIFICATION	0	2/6/2023 100% CD SET
GP-3	SITE PLAN	0	2/6/2023 100% CD SET
GP-4	MAINTENANCE BUILDING VIMS PLAN	0	2/6/2023 100% CD SET
GP-5	MAINTENANCE BUILDING ROOF PLAN AND ELEVATIONS	0	2/6/2023 100% CD SET
GP-6	SECTION AND DETAILS	0	2/6/2023 100% CD SET
GP-7	SUM-SLAB DETAILS	0	2/6/2023 100% CD SET
GP-8	METHANE SENSOR DETAILS	0	2/6/2023 100% CD SET
GP-9	VENT RISER AND SENSOR DETAILS	0	2/6/2023 100% CD SET
GP-10	ELECTRICAL SEAL OFFS AND TRENCH DAMS	0	2/6/2023 100% CD SET
PHASE I - ADA	IMPROVEMENT		
A0.0	COVER SHEET AND SITE PLAN	1	10/28/2022 1ST PLAN CHECK SUBMITTAL
A1.0	OVERALL SITE PLAN	1	10/28/2022 1ST PLAN CHECK SUBMITTAL
A1.1	ENLARGED PARTIAL SITE PLAN	1	10/28/2022 1ST PLAN CHECK SUBMITTAL
A1.1A	ENLARGED PARTIAL SITE PLAN	1	10/28/2022 1ST PLAN CHECK SUBMITTAL
A2.0.1	EXISTING AND DEMOLITION OFFICE FLOOR PLAN	1	10/28/2022 1ST PLAN CHECK SUBMITTAL
A2.1	PROPOSED OFFICE FLOOR PLAN AND INTERIOR ELEVATIONS	1	10/28/2022 1ST PLAN CHECK SUBMITTAL
A3.1	ENLARGED RESTROOM FLOOR PLAN AND INTERIOR ELEVATIONS	1	10/28/2022 1ST PLAN CHECK SUBMITTAL
A3.2	ENLARGED RESTROOM FLOOR PLAN AND INTERIOR ELEVATIONS	1	10/28/2022 1ST PLAN CHECK SUBMITTAL
A8.1	SITE DETAILS	1	10/28/2022 1ST PLAN CHECK SUBMITTAL
A8.1A	SITE DETAILS	1	10/28/2022 1ST PLAN CHECK SUBMITTAL
A8.2	RESTROOM DETAILS	1	10/28/2022 1ST PLAN CHECK SUBMITTAL
A8.4	ACCESSIBILITY NOTES AND DETAILS	1	10/28/2022 1ST PLAN CHECK SUBMITTAL
A8.4A	ACCESSIBILITY NOTES AND DETAILS	1	10/28/2022 1ST PLAN CHECK SUBMITTAL



DRAWING NO.	DRAWING TITLE	REVISION DRAWING DATE	SET
PHASE II - MAIN	TENANCE BUILDING		
A3.1	FLOOR PLAN MAINTENANCE BUILDING	0 2/27/2023	ADDENDUM 2
A3.2	BATHROOM/OFFICE ENLARGED FLOOR PLAN	0 2/27/2023	ADDENDUM 2
A3.3	MEZZANINE FLOOR PLAN	0 2/27/2023	ADDENDUM 2
A3.4	ROOF PLAN	0 2/27/2023	ADDENDUM 2
A3.5	BUILDING SECTIONS	0 2/27/2023	ADDENDUM 2
A3.6	BUILDING ELEVATIONS	0 2/27/2023	ADDENDUM 2
A3.7	BUILDING ELEVATIONS	0 2/27/2023	ADDENDUM 2
A4.1	ARCHITECTURAL DETAILS	0 2/27/2023	ADDENDUM 2
A4.2	ARCHITECTURAL DETAILS	0 2/27/2023	ADDENDUM 2
A4.3	ARCHITECTURAL DETAILS	0 2/27/2023	ADDENDUM 2
A4.4	ARCHITECTURAL DETAILS	0 2/27/2023	ADDENDUM 2
A4.5	ARCHITECTURAL DETAILS	0 2/27/2023	ADDENDUM 2
S0.1	GENERAL NOTES	0 2/27/2023	ADDENDUM 2
S0.2	GENERAL STRUCTURAL DETAILS	0 2/27/2023	ADDENDUM 2
S3.1	FOUNDATION PLAN	0 2/27/2023	ADDENDUM 2
S3.2	MEZZANINE FRAMING PLAN	0 2/27/2023	ADDENDUM 2
S3.3	ROOF FRAMING PLAN	0 2/27/2023	ADDENDUM 2
S3.4	WALL REINFORCING	0 2/27/2023	ADDENDUM 2
S4.5	STRUCTURAL DETAILS	0 2/27/2023	ADDENDUM 2
S4.6	STRUCTURAL DETAILS	0 2/27/2023	ADDENDUM 2
S4.7	STRUCTURAL DETAILS	0 2/27/2023	ADDENDUM 2
M3.1	MECHANICAL SPECIFICATION	0 2/27/2023	ADDENDUM 2
M3.2	MECHANICAL FLOOR PLAN	0 2/27/2023	ADDENDUM 2
P3.1	PLUMBING SPECIFICATION	0 2/27/2023	ADDENDUM 2
P3.2	PLUMBING SITE PLAN	0 2/27/2023	ADDENDUM 2
P3.3	PLUMBING DETAILS AND ISOMETRIC PLANS	0 2/27/2023	ADDENDUM 2
T24B3.1	HVAC MEHCANICAL TITLE 24 REQUIREMENTS	0 2/27/2023	ADDENDUM 2
T24B3.2	ENVELOPE TITLE 24 REQUIREMENTS	0 2/27/2023	ADDENDUM 2
PHASE II - MAIN	TENANCE BUILDING ELECTRICAL DRAWINGS		
E-000	ELECTRICAL COVER SHEET	B 3/2/2022	ADDENDUM 1
E-001	ELECTRICAL LEGEND, NOTES & ABBREVIATIONS	В 3/2/2022	ADDENDUM 1
E-201	ELECTRICAL POWER PLAN	В 3/2/2022	ADDENDUM 1
E-401	ELECTRICAL SINGLE LINE DIAGRAM	В 3/2/2022	ADDENDUM 1
E-501	ELECTRICAL DETAILS	В 3/2/2022	ADDENDUM 1
E-601	ELECTRICAL LIGHTING PLAN	В 3/2/2022	ADDENDUM 1

EXHIBIT D

CONSTRUCTION SCHEDULE

Contractor

	Task Name	Duration	Start	Finish		April Ma S T T S F W M	y	June		July		August	Septemb	er O	tober	November	Decemb	er Janua	ary
1	FCC WPWMA - Project Schedule	205 days	Thu 3/16/23	Fri 1/19/24	W M	STTSFWM	SITIT	S F WM	STTS	F W M	<u>S T T S</u>	FWMST	T S F W	MSTT	S F W M S	T T S F W N	ASTIT	S F WM S	
1	Preconstruction	178 days	Thu 3/16/23	Fri 12/8/23	⊨														
1	Bidding/Procurement	13 days	Thu 3/16/23	Tue 4/4/23	⊨	-1									·				
1	Submittal/Shop Drawing Processing and Lead Times	165 days	Wed 4/5/23	Fri 12/8/23		r													_
1	Concrete - Reinforcement Shop Drawing Processing	20 days	Wed 4/5/23	Wed 5/3/23															_
1	Masonry - Product Data and Shop Drawing Processing	20 days	Wed 4/5/23	Wed 5/3/23	8											-			
1	Misc. Metals/Structural Steel Shop Drawing Processing	30 days	Wed 4/5/23	Thu 5/18/23	8														
	Glass and Glazing Shop Drawing Processing	20 days	Wed 4/5/23	Wed 5/3/23															
	DFHW and OHD Submittal Processing	20 days	Wed 4/5/23																
	Fire Protection Shop Drawing Processing	20 days	Wed 4/5/23										_						
	Plumbing Fixture Product Data Processing	20 days	Wed 4/5/23																
	HVAC Equipment Product Data Processing	20 days	Wed 4/5/23																
	Electrical Fixtures Product Data Processing	20 days	Wed 4/5/23	Wed 5/3/23															
	Electrical Gear Product Data Processing	20 days	Wed 4/5/23	Wed 5/3/23															
	Site Utility Structure Processing	20 days	Wed 4/5/23	Wed 5/3/23															
	PEMB Order Processing (C&D Canopy) PEMB Order Processing (Maintenance Building)	12 days	Wed 4/5/23	Fri 4/21/23															_
	PEMB Order Processing (Maintenance Building) PEMB Fabrication and Delivery - C&D Canopy	12 days 92 days	Wed 4/5/23 Mon 4/24/23	Fri 4/21/23 Thu 9/7/23						_									
	PEMB Fabrication and Delivery - C&D Canopy PEMB Fabrication and Delivery - Maintenance Building		Mon 4/24/23	Thu 9/7/23						_									_
	Concrete - Material Lead Time	10 days	Thu 5/4/23																_
	Glass and Glazing - Material Lead Time	60 days	Thu 5/4/23	Wed 8/2/23		<u> </u>						1							
	Overhead Door - Material Lead Time	80 days	Thu 5/4/23										+						_
	DFHW - Material Lead Time	60 days	Thu 5/4/23	Wed 8/2/23			_					1							
	Plumbing Fixture - Material Lead Time	30 days	Thu 5/4/23	Fri 6/16/23			_												
	HVAC Equipment - Material Lead Time	60 days	Thu 5/4/23				_					h							_
	Electrical Fixtures - Material Lead Time	80 days	Thu 5/4/23				_						-						_
	Electrical Gear - Material Lead Time	145 days	Thu 5/4/23	Fri 12/8/23	-	-	_									_	-		_
	Site Utility Structure and Pipe - Material Lead Time	30 days	Thu 5/4/23	Fri 6/16/23	3		_									_			
	Misc. Metals/Structural Steel - Material Lead Time	50 days	Fri 5/19/23	Wed 8/2/23	-											_			
-	Construction	175 days	Mon 5/1/23	Fri 1/19/24	┢	-			_										_
	Site Development	53 days	Mon 5/1/23	Tue 7/18/23	-						٦					-	-+		
1	Contractor Mobilization and Temp Item Installation	1 day	Mon 5/1/23	Mon 5/1/23	-	ľ										-			
1	SWPPP/E&S Controls	3 days	Tue 5/2/23	Thu 5/4/23	-	<u> </u>										-			
1	Site Demolition at C&D Canopy	10 days	Fri 5/5/23	Fri 5/19/23			-						-						
	Site Demolition at Maintenance Building	3 days	Mon 5/22/23	Wed 5/24/23															
	Site Demolition at ADA Improvement Area	2 days	Thu 5/25/23	Fri 5/26/23				5											
	Storm and Sanitary Site Utilities	20 days	Mon 6/12/23	Tue 7/11/23	3														
	Site Water Distribution	20 days I	Mon 6/12/23	Tue 7/11/23	3				*										
	Site Electric (Dry Utilities) Distribution	20 days I	Mon 6/19/23	Tue 7/18/23	8														
	Phase 1 - C&D Facility Construction	153 days I	Mon 5/22/23	Tue 1/9/24															
_	C&D Canopy	147 days	Mon 5/22/23	Fri 12/29/23														<u> </u>	
	Building Pad Preparation		Mon 5/22/23																
	Concrete Foundations and Wall Construction			Wed 7/5/23			Ч												
	Prep and Pour Slabs at C&D Canopy			Thu 7/20/23						_									
	Concrete Aprons (Completion of Concrete Work)	10 days	Fri 7/21/23																
	Primary/Secondary Metal Building Erection at C&D Canopy	20 days	Fri 9/8/23												1				
	Roofing/Trims at C&D PEMB (Canopy Complete)			Mon 11/6/23															
	C&D Canopy Electrical and Fire Protection OH Rough-In Final Electrical Connections/Trims (Canopy Electrical Complete)			Mon 11/20/23					_										_
	Final Electrical Connections/Trims (Canopy Electrical Complete)			Thu 12/7/23					_								1		_
	C&D Canopy Electrical Gear and Breaker Installation FCC CCTV Installation			Tue 12/26/23 Thu 12/14/23					_				_						
	FCC Cignage and Safety Component Installation			Thu 12/14/23					_									<u></u>	_
	C&D Canopy Punch List/Turnover (C&D Remaining Work Comple			Fri 12/29/23					_								+		_
	Office and Compressor Area			Tue 1/9/24					_						<u> </u>		+	<u> </u>	_
				Mon 10/23/23											-			+	_
	Underslab Rough-In and VIMS at Office/Compressor Areas	_5 ddy5																	_
	Underslab Rough-In and VIMS at Office/Compressor Areas	10 davs T	Tue 10/24/23	NOU 11/9/14								1			1	- I		- I	
	Underslab Rough-In and VIMS at Office/Compressor Areas CMU Wall Construction at Office/Compressor Areas Building Slabs at Office/Compressor Areas		Tue 10/24/23 Tue 11/7/23					_								+			
	CMU Wall Construction at Office/Compressor Areas	2 days	Tue 11/7/23	Wed 11/8/23 Wed 11/8/23 Wed 11/22/23													-		_

- 207 -

) Ti	Design-Build Solutions ask Name	Duration	Start	Subcontra Finish		April May		li	uly.	August	September	October	November	December	Envirol	onment
4	Roofing Insulation, TPO Roofing, Exterior Metals		Mon 11/27/23		<u>wм</u> 3	April May 1 S T T S F W M S T T S F V	w m s	TTSF	<u>w</u> msтт:	FWMS	TTSFWM	STTSFWM	STTSFWM	STTSF	WM S T	тs
5	Exterior Glazing/Storefront	5 days	Mon 11/27/23	Fri 12/1/2	3											
	MPE-FP Rough-In	5 days	Mon 11/27/23	Fri 12/1/23	3											
	Framing and Drywall Install/Finishing	4 days	Mon 12/4/23	Fri 12/8/23	3									h		
	Overhead Door Installation	2 days	Mon 12/4/23	Tue 12/5/23	3											
	Interior Painting	3 days	Mon 12/11/23	Wed 12/13/23	3									1		
	Ceilings and Flooring	3 days	Thu 12/14/23	Mon 12/18/23	3									- h		
	Millwork Installation	1 day	Tue 12/19/23	Tue 12/19/2	3										-	
1	MPE-FP Trim	5 days	Tue 12/19/23	Wed 12/27/23	3										h	
+	Door and Hardware Installation	3 days	Thu 12/28/23	Tue 1/2/24	4										L	
-	Div. 10, Toilet Accessories, Toilet Partitions	2 days	Thu 12/28/23	Fri 12/29/23	3										5	
+	Office and Compressor Area Punch List and Turnover	5 days	Wed 1/3/24	Tue 1/9/24	4											+
+	Phase 1 - ADA Improvements	50 days	Tue 5/30/23	Thu 8/10/23	3					-						-
+	Subgrade Prep at Walks and Paving Areas	5 days		Mon 6/5/23												-
-	Sidewalks, Curb, and Gutter Installation	5 days		Mon 6/12/23												-
+	Asphalt Paving and Site Striping	4 days						b								_
-	Interior Selective Demolition		Mon 6/19/23													-
	Framing and MEP Rough-In	5 days														
_																
	Drywall Installation and Finishing	3 days						<u> </u>	1						L	
	Painting		Mon 7/10/23													
	Flooring and Tile Installation		Thu 7/13/23												L	
	MEP Trim	5 days	Fri 7/28/23	Thu 8/3/23	3				-							
	ADA Improvements Punch List/Turnover (Phase Complete)	5 days	Fri 8/4/23	Thu 8/10/23	3											
	Phase 1 - Green Waste ASP Construction	49 days	Mon 6/19/23	Wed 8/30/23	3						-					
	Bin Block Installation	3 days	Mon 6/19/23	Thu 6/22/23	3			*								
	Aeration Pipe and Ducting Installation	20 days	Mon 6/19/23	Tue 7/18/23	3			•								
1	Electrical Rough-In and Conduit Installation	15 days	Fri 6/23/23	Fri 7/14/23	3											
	Catwalk Installation	10 days	Mon 7/17/23	Mon 7/31/23	3											
	Aeration Blower Equipment and Controls Installation	14 days	Thu 8/3/23	Tue 8/22/23	3											
-	Electrical Connections at Equipment and Controls	5 days	Wed 8/16/23	Tue 8/22/23	3											
2	Painting of Zoned Areas	2 days	Thu 8/24/23	Fri 8/25/23	3					-	<u>ן</u>				-	
:	Green Waste ASP Punch List/Turnover (Phase Complete)	3 days	Mon 8/28/23	Wed 8/30/23	3											
'	Phase 2 Maintenance Shop Installation	135 days	Wed 6/28/23	Thu 1/18/24	4			-								
-	Building Pad Preparation	5 days	Wed 6/28/23	Wed 7/5/23	3											
-	Concrete Foundations	15 days	Thu 7/6/23	Thu 7/27/23	3											
,	Underslab Rough-In and VIMS Components Installation	10 days	Fri 7/28/23	Thu 8/10/23	3					-						
-	CMU Wall Construction	10 days	Fri 8/4/23	Thu 8/17/23	3											
	Prop and Pour Building Slabs	5 days									<u> </u>					-
-	Structural Steel and Stairs Installation at Mezzanine	20 days		Mon 9/18/23						4						-
- E			Mon 10/9/23									_				-
	Primary/Secondary Metal Building Frection															_
	Primary/Secondary Metal Building Erection Metal Building Sheeting. Roofing. and Trims		Tue 10/24/23	Mon 11/13/2	3	· · · · · · · · · · · · · · · · · · ·										-
i i	Metal Building Sheeting, Roofing, and Trims	15 days	Tue 10/24/23													
	Metal Building Sheeting, Roofing, and Trims MEP-FP Rough-In	15 days 15 days	Tue 11/7/23	Wed 11/29/23	3											
	Metal Building Sheeting, Roofing, and Trims MEP-FP Rough-In Framing and Drywall Install/Finishing	15 days 15 days 6 days	Tue 11/7/23 Tue 11/14/23	Wed 11/29/23 Tue 11/21/23	3											
	Metal Building Sheeting, Roofing, and Trims MEP-FP Rough-In Framing and Drywall Install/Finishing Interior Painting	15 days 15 days 6 days 5 days	Tue 11/7/23 Tue 11/14/23 Wed 11/22/23	Wed 11/29/23 Tue 11/21/23 Thu 11/30/23	3											-
	Metal Building Sheeting, Roofing, and Trims MEP-FP Rough-In Framing and Drywall Install/Finishing Interior Painting Office Cellings and Flooring	15 days 15 days 6 days 5 days 5 days	Tue 11/7/23 Tue 11/14/23 Wed 11/22/23 Fri 12/1/23	Wed 11/29/2 Tue 11/21/2 Thu 11/30/2 Fri 12/8/2	3 3 3 3											
	Metal Building Sheeting, Roofing, and Trims MEP-FP Rough-In Framing and Drywall Install/Finishing Interior Painting Office Ceilings and Flooring Millwork Installation	15 days 15 days 6 days 5 days 5 days 2 days	Tue 11/7/23 Tue 11/14/23 Wed 11/22/23 Fri 12/1/23 Tue 12/5/23	Wed 11/29/23 Tue 11/21/23 Thu 11/30/23 Fri 12/8/23 Thu 12/7/23	3 3 3 3 3		· · · · · · · · · · · · · · · · · · ·									
1 i i i i i i i i i i i i i	Metal Building Sheeting, Roofing, and Trims MEP-FP Rough-In Framing and Drywall Install/Finishing Interior Painting Office Ceilings and Flooring Millwork Installation MEP-FP Trim	15 days 15 days 6 days 5 days 2 days 15 days	Tue 11/7/23 Tue 11/14/23 Wed 11/22/23 Fri 12/1/23 Tue 12/5/23 Mon 12/11/23	Wed 11/29/23 Tue 11/21/23 Thu 11/30/23 Fri 12/8/23 Thu 12/7/23 Wed 1/3/24	3 3 3 3 3 4											
· · · · · · · · · · · · · · · · · · ·	Metal Building Sheeting, Roofing, and Trims MEP-FP Rough-In Framing and Drywall Install/Finishing Interior Painting Office Cellings and Flooring Millwork Installation MEP-FP Trim Interior Glazing Installation	15 days 15 days 6 days 5 days 2 days 15 days 2 days 2 days	Tue 11/7/23 Tue 11/14/23 Wed 11/22/23 Fri 12/1/23 Tue 12/5/23 Mon 12/11/23 Mon 12/11/23	Wed 11/29/23 Tue 11/21/23 Thu 11/30/23 Fri 12/8/23 Thu 12/7/23 Wed 1/3/24 Tue 12/12/23	3 3 3 3 4 3											
	Metal Building Sheeting, Roofing, and Trims MEP-FP Rough-In Framing and Drywall Install/Finishing Interior Painting Office Cellings and Flooring Millwork Installation MEP-FP Trim Interior Glazing Installation Door and Hardware Installation	15 days 15 days 6 days 5 days 2 days 15 days 2 days 2 days 3 days	Tue 11/7/23 Tue 11/14/23 Wed 11/22/23 Fri 12/1/23 Tue 12/5/23 Mon 12/11/23 Mon 12/11/23	Wed 11/29/23 Tue 11/21/23 Thu 11/30/23 Fri 12/8/23 Thu 12/7/23 Wed 12/13/23 Wed 12/13/23	3 3 3 3 4 3 3											
	Metal Building Sheeting, Roofing, and Trims MEP-FP Rough-In Framing and Drywall Install/Finishing Interior Painting Office Cellings and Flooring Millwork Installation MEP-FP Trim Interior Glazing Installation Door and Hardware Installation FCC Shop Equipment Installation	15 days 15 days 6 days 5 days 2 days 15 days 2 days 2 days 3 days 10 days	Tue 11/7/23 Tue 11/14/23 Wed 11/22/23 Fri 12/1/23 Tue 12/5/23 Mon 12/11/23 Mon 12/11/23 Wed 12/27/23	Wed 11/29/23 Tue 11/21/23 Thu 11/30/23 Fri 12/8/23 Thu 12/7/23 Wed 12/13/23 Wed 12/13/23 Wed 1/10/24	3 3 3 3 3 4 33 44											
	Metal Building Sheeting, Roofing, and Trims MEP-FP Rough-In Framing and Drywall Install/Finishing Interior Painting Office Cellings and Flooring Millwork Installation MEP-FP Trim Interior Glazing Installation Door and Hardware Installation	15 days 15 days 6 days 5 days 2 days 15 days 2 days 2 days 3 days 10 days	Tue 11/7/23 Tue 11/14/23 Wed 11/22/23 Fri 12/1/23 Tue 12/5/23 Mon 12/11/23 Mon 12/11/23	Wed 11/29/23 Tue 11/21/23 Thu 11/30/23 Fri 12/8/23 Thu 12/7/23 Wed 12/13/23 Wed 12/13/23 Wed 1/10/24	3 3 3 3 3 4 33 44											
	Metal Building Sheeting, Roofing, and Trims MEP-FP Rough-In Framing and Drywall Install/Finishing Interior Painting Office Cellings and Flooring Millwork Installation MEP-FP Trim Interior Glazing Installation Door and Hardware Installation FCC Shop Equipment Installation	15 days 15 days 6 days 5 days 2 days 2 days 2 days 2 days 3 days 10 days 8 days	Tue 11/7/23 Tue 11/14/23 Wed 11/22/23 Fri 12/1/23 Tue 12/5/23 Mon 12/11/23 Mon 12/11/23 Wed 12/27/23	Wed 11/29/23 Tue 11/21/23 Thu 11/30/23 Fri 12/8/23 Thu 12/7/23 Wed 12/13/24 Wed 12/13/23 Wed 12/13/23 Wed 11/10/24	3 3 3 3 3 4 4 4 4											
	Metal Building Sheeting, Roofing, and Trims MEP-FP Rough-In Framing and Drywall Install/Finishing Interior Painting Office Cellings and Flooring Millwork Installation MEP-FP Trim Interior Glazing Installation Door and Hardware Installation FCC Shop Equipment Installation Overhead Doors	15 days 15 days 6 days 5 days 2 days 2 days 2 days 2 days 3 days 10 days 8 days	Tue 11/7/23 Tue 11/14/23 Wed 11/22/23 Fri 12/1/23 Tue 12/5/23 Mon 12/11/23 Mon 12/11/23 Wed 12/27/23 Wed 12/27/23	Wed 11/29/23 Tue 11/21/23 Thu 11/30/23 Fri 12/8/23 Thu 12/7/23 Wed 13/12/ Tue 12/12/23 Wed 12/13/23 Wed 12/13/23 Wed 11/10/24 Mon 1/8/24 Tue 1/9/24	3 3 3 3 3 3 4 4 4 4											
	Metal Building Sheeting, Roofing, and Trims MEP-FP Rough-In Framing and Drywall Install/Finishing Interior Painting Office Ceilings and Flooring Millwork Installation MEP-FP Trim Interior Glazing Installation Door and Hardware Installation FCC Shop Equipment Installation Overhead Doors FCC - Owner Signage and Branding	15 days 15 days 6 days 5 days 2 days 15 days 2 days 2 days 3 days 10 days 8 days 5 days	Tue 11/7/23 Tue 11/14/23 Wed 11/22/23 Fri 12/1/23 Tue 12/5/23 Mon 12/11/23 Mon 12/11/23 Wed 12/27/23 Wed 12/27/23 Wed 13/24 Thu 1/4/24	Wed 11/29/23 Tue 11/21/23 Thu 11/30/23 Fri 12/8/23 Thu 12/7/23 Wed 13/12/ Tue 12/12/23 Wed 12/13/23 Wed 12/13/23 Wed 11/10/24 Mon 1/8/24 Tue 1/9/24	3 3 3 3 3 3 4 3 4 4 4 4 4											
	Metal Building Sheeting, Roofing, and Trims MEP-FP Rough-In Framing and Drywall Install/Finishing Interior Painting Office Ceilings and Flooring Millwork Installation MEP-FP Trim Interior Glazing Installation Door and Hardware Installation FCC Shop Equipment Installation Overhead Doors FCC - Owner Signage and Branding Div. 10, Toilet Accessories, Toilet Partitions	15 days 15 days 6 days 5 days 2 days 2 days 15 days 2 days 3 days 8 days 5 days 5 days 5 days	Tue 11/7/23 Tue 11/14/23 Wed 11/22/23 Fri 12/1/23 Tue 12/5/23 Mon 12/11/23 Mon 12/11/23 Wed 12/27/23 Wed 12/27/23 Wed 13/24 Thu 1/4/24	Wed 11/29/2: Tue 11/21/2: Thu 11/30/2: Thu 12/7/2: Wed 12/12/2: Wed 12/13/2: Wed 12/13/2: Wed 12/13/2: Wed 12/13/2: Wed 12/13/2: Wed 12/13/2: Wed 12/13/2: Wed 12/13/2:	3 3 3 3 3 3 4 4 4 4 4 4											
	Metal Building Sheeting, Roofing, and Trims MEP-FP Rough-In Framing and Drywall Install/Finishing Interior Painting Office Cellings and Flooring Millwork Installation MEP-FP Trim Interior Glazing Installation Door and Hardware Installation Overhead Doors FCC Shop Equipment Installation Overhead Doors FCC - Owner Signage and Branding Div. 10, Toilet Accessories, Toilet Partitions FCC - Access Control/AV Installation	15 days 15 days 6 days 5 days 2 days 2 days 15 days 2 days 3 days 8 days 5 days 5 days 5 days	Tue 11/7/23 Tue 11/14/23 Wed 11/22/23 Fri 12/1/23 Tue 12/5/23 Mon 12/11/23 Mon 12/11/23 Wed 12/27/23 Wed 12/27/23 Wed 12/27/23 Wed 12/27/23 Wed 12/27/23 Tu 1/4/24 Thu 1/4/24	Wed 11/29/2: Tue 11/21/2: Thu 11/30/2: Fri 12/8/2: Thu 12/7/2: Wed 13/24 Tue 12/12/2: Wed 12/13/2: Wed 12/13/2: Wed 11/10/24 Fri 1/5/24 Wed 1/10/24 Thu 1/18/24	3 3 3 3 3 3 3 3 4 4 4 4 4 4 4 4 4 4											
	Metal Building Sheeting, Roofing, and Trims MEP-FP Rough-In Framing and Drywall Install/Finishing Interior Painting Office Cellings and Flooring Millwork Installation MEP-FP Trim Interior Glazing Installation Door and Hardware Installation Overhead Doors FCC Shop Equipment Installation Overhead Doors FCC - Owner Signage and Branding Div. 10, Toilet Accessories, Toilet Partitions FCC - Access Control/AV Installation Maintenance Building Punch List/Turnover (Phase Complete)	15 days 15 days 6 days 5 days 2 days 15 days 2 days 10 days 8 days 5 days 2 days 5 days 6 days	Tue 11/7/23 Tue 11/14/23 Wed 11/22/23 Fri 12/1/23 Tue 12/5/23 Mon 12/11/23 Mon 12/11/23 Mon 12/11/23 Wed 12/27/23 Wed 12/27/23 Wed 12/27/23 Wed 12/27/23 Wed 12/27/23 Thu 1/4/24 Thu 1/4/24 Thu 1/4/24	Wed 11/29/2: Tue 11/21/2: Thu 11/30/2: Fri 12/8/2: Thu 12/7/2: Wed 13/24 Tue 12/12/2: Wed 12/13/2: Wed 12/13/2: Wed 11/10/24 Fri 1/5/24 Wed 1/10/24 Fri 1/5/24 Fri 1/19/24	3 3 3 3 3 3 3 4 4 4 4 4 4 4 4 4 4 4 4											
	Metal Building Sheeting, Roofing, and Trims MEP-FP Rough-In Framing and Drywall Install/Finishing Interior Painting Office Cellings and Flooring Millwork Installation MEP-FP Trim Interior Glazing Installation Door and Hardware Installation FCC Shop Equipment Installation Overhead Doors FCC - Owner Signage and Branding Div. 10, Toilet Accessories, Toilet Partitions FCC - Access Control/AV Installation Maintenance Building Punch List/Turnover (Phase Complete) Project Close Out	15 days 15 days 6 days 5 days 2 days 15 days 2 days 3 days 10 days 8 days 5 days 5 days 5 days 6 days 1 day	Tue 11/7/23 Tue 11/14/23 Wed 11/22/23 Fri 12/1/23 Tue 12/5/23 Mon 12/11/23 Mon 12/11/23 Mon 12/11/23 Wed 12/27/23 Wed 12/27/23 Wed 12/27/23 Wed 12/27/23 Wed 12/27/23 Thu 1/4/24 Thu 1/4/24 Thu 1/4/24 Fri 1/19/24	Wed 11/29/2: Tue 11/21/2: Thu 11/30/2: Fri 12/8/2: Thu 12/7/2: Wed 13/24 Tue 12/12/2: Wed 12/13/2: Wed 12/13/2: Wed 11/10/24 Fri 1/5/22 Wed 11/0/24 Fri 1/19/24	3 3 3 3 3 3 3 4 4 4 4 4 4 4 4 4 4 4 4											
	Metal Building Sheeting, Roofing, and Trims MEP-FP Rough-In Framing and Drywall Install/Finishing Interior Painting Office Cellings and Flooring Millwork Installation MEP-FP Trim Interior Glazing Installation Door and Hardware Installation FCC Shop Equipment Installation Overhead Doors FCC - Owner Signage and Branding Div. 10, Toilet Accessories, Toilet Partitions FCC - Access Control/AV Installation Maintenance Building Punch List/Turnover (Phase Complete) Project Close Out	15 days 15 days 6 days 5 days 2 days 15 days 2 days 3 days 10 days 8 days 5 days 5 days 5 days 6 days 1 day	Tue 11/7/23 Tue 11/14/23 Wed 11/22/23 Fri 12/1/23 Tue 12/5/23 Mon 12/11/23 Mon 12/11/23 Wed 12/27/23 Wed 12/27/23 Wed 12/27/23 Wed 12/27/23 Wed 12/27/23 Wed 12/27/23 Wed 12/27/24 Thu 1/4/24 Thu 1/4/24 Thu 1/4/24 Fri 1/19/24	Wed 11/29/2: Tue 11/21/2: Thu 11/30/2: Fri 12/8/2: Thu 12/7/2: Wed 13/24 Tue 12/12/2: Wed 12/13/2: Wed 12/13/2: Wed 11/10/24 Fri 1/5/22 Wed 11/0/24 Fri 1/19/24	3 3 3 3 3 3 3 3 3 3 3 3 4 4 4 4 4 4 4 4 4 4 4 4			2	Finish-G	×	3					

EXHIBIT E

SUBMITTAL LOG



SECTION	SUBSECTION	SUBMITTAL DESCRIPTION
01 - GENERAL I	REQUIREMENTS	
01 05 00	1.4.A	Surveyor's Name, State License Number, and Qualifications
01 05 00	3.3	Construction Layout/Staging Drawing/Preconstruction Survey
01 40 00	1.6.B	Certificate of Calibration for Test Equipment
01 40 00	1.7.A	Independent Materials Testing QC Laboratory Certificate of Compliance
		SWPPP
02 - DEMOLITI	ON	
02 41 00	1.2	Demolition Work Plan
03 - CONCRETE		
03 00 00	1.05.C	Concrete Mix Designs
03 00 00	1.05.D	Manufacturer's Installation Instructions
03 10 00	1.05.A	Formwork Shop Drawings
03 10 00	1.05.B	Form Materials Product Data
03 10 00	1.05.C	Formwork Design Data
03 15 16	1.02	Concrete Joint Materials
03 20 00	1.03	Reinforcing Shop Drawings
03 35 00	1.03.B	Concrete Finishing Product Data
03 39 00	1.03	Concrete Curing Product Data
03 60 00	1.03.B	Grout Product Data
03 60 00	3.07.C	Grout Mix Design
03 60 00	1.03.C	Grout Manufacturer's Installation Instructions
03 60 00	1.03.D	Grout Manufacturers Certificate
Dwg C-117	Note 3	Expansion Joint Spacing Plan
04 - MASONRY	,	
Dwg S0.1	Conc. Masonry	Concrete Masonry Units Product Data and Shop Drawings
05 - METALS		
Dwg S0.1	General Note 12	Structural Steel Shop Drawings
05 00 00		Catwalk Shop Drawings
07 - THERMAL	AND MOISTURE PROTE	CTION
07 22 02	1.6.A	Roof Board Insulation Shop Drawings
07 22 02	1.6.A	Roof Board Insulation Catalog Data



SECTION	SUBSECTION	SUBMITTAL DESCRIPTION
07 22 02	1.6.A	Roof Board Insulation Installation Instructions
07 22 02	1.6.A	Roof Board Insulation Certificate of Complaince
07 22 02	1.6.A	Roof Board Insulation Test Record Transcripts
07 22 02	1.6.A	Roof Board Insulation Samples
07 54 02	1.6.A	TPO Roofing Catalog Data
07 54 02	1.6.A	TPO Roofing Installation Instructions
07 54 02	1.6.A	TPO Roofing Installer Qualification Certificates
07 54 02	1.6.A	TPO Roofing Certificate of Compliance
07 54 02	1.6.A	Manufacturer's Inspection Report
07 62 00	1.6.A	Sheet Metal Flashing and Trim Shop Drawings
07 62 00	1.6.A	Sheet Metal Flashing and Trim Catalog Data
07 62 00	1.6.A	Sheet Metal Flashing and Trim Installation Instructions
07 62 00	1.6.A	Sheet Metal Flashing and Trim Samples
07 71 04	1.6.A	Gutter and Downspout Shop Drawings
07 71 04	1.6.A	Gutter and Downspout Catalog Data
07 71 04	1.6.A	Gutter and Downspout Installation Instructions
07 71 04	1.6.A	Gutter and Downspout Samples
07 92 00	1.03.A	Joint Sealant Samples
08 - OPENINGS	5	
08 33 01	1.5.A	Overhead Coiling Doors Product Data
08 33 01	1.5.B	Overhead Coiling Doors Shop Drawings
08 33 01	1.6.B	Manufacturers Instructions
08 33 01	1.8.A	Certificate of Complaince
08 51 13	1.6.A	Aluminum Window Shop Drawings
08 51 13	1.6.A	Aluminum Window Catalog Data
08 51 13	1.6.A	Aluminum Window Installation Instructions
08 51 13	1.6.A	Aluminum Windows Certificate of Compliance
08 71 00	1.6.A	Door Hardware Schedule
08 71 00	1.6.A	Door Hardware Catalog Data
08 71 00	1.6.A	Door Hardware Installation Instructions
08 71 00	1.6.A	Door Hardware Samples



SECTION	SUBSECTION	SUBMITTAL DESCRIPTION	
08 81 00	1.6.A	Glass Glazing Catalog Data	
08 81 00	1.6.A	Glass Glazing Installation Instructions	
08 81 00	1.6.A	Glass Glazing Certificate of Compliance	
08 81 00	1.6.A	Glass Glazing Test Record Transcripts	
08 81 00	1.6.A	Glass Glazing Samples	
08 91 19	1.6.A	Fixed Louvers Shop Drawings	
08 91 19	1.6.A	Fixed Louvers Catalog Data	
08 91 19	1.6.A	Fixed Louvers Installation Instructions	
08 91 19	1.6.A	Fixed Louvers Samples	
09 - FINISHES			
09 00 00		Paint at C&D Canopy	
09 00 00		Framing and Drywall	
09 00 00		Flooring, Tile and Accessories	
09 00 00		FRP	
09 00 00		Vynl Base	
09 00 00		Polsihed Concrete	
10 - SPECIALTIE	ES		
Dwg A2.2	Plan View	Restroom Accessories	
Dwg A4.1		Site Signage	
10 00 00		Metal Lockers at ADA Improvements	
13 - SPECIAL CO	ONSTRUCTION		
13 12 01	1.6.B	PEMB Paint and Profile Samples	
13 12 01	1.6.C	PEMB Shop Drawings	
13 12 01	1.6.D	PEMB Product Data	
13 12 01	1.6.E	PEMB Samples	
13 12 01	1.6.F	PEMB Manufacturer's Instructions	
13 12 01	1.6.G	PEMB Erection Drawings	
13 12 01	1.6.H	PEMB Design Calculations	
13 00 00		Galvanized Bird Mesh at C&D Canopy	
22 - PLUMBING	22 - PLUMBING		
Dwg P2.1	Note 3	Plumbing Product Data and Shop Drawings	



SECTION	SUBSECTION	SUBMITTAL DESCRIPTION	
Dwg P2.1	Plumbing Specs	Plumbing Fixtures	
23 - HVAC			
Dwg M2.1	Note 4	HVAC Equipment Product Data	
Dwg M2.1	Note 4	HVAC Equipment Shop Drawings	
Dwg M2.1	Cal Green Notes	Test and Balance Plan	
26 - ELECTRIC	26 - ELECTRICAL		
26 05 13	1.4	Medium Voltage Cable Product Data	
26 05 13	1.5.A	Medium Voltage Cable Material Certificates	
26 05 13	1.5.B	Medium Voltage Cable Field QC Reports	
26 05 13	1.5.C	Medium Voltage Cable Manufacturer Reel Tests	
26 05 19	1.2.A	Low Voltage Product Data	
26 05 19	1.2.B	Low Voltage Product Schedule	
26 05 19	1.3.A	Low Voltage Field QC Reports	
26 05 23	1.3.A	Control Voltage Cables Product Data	
26 05 23	1.4.A	Control Voltage Cables Qualification Data	
26 05 23	1.4.B	Control Voltage Cables Source QC Reports	
26 05 23	1.4.C	Control Voltage Cables Field QC Reports	
26 05 26	1.2.A	Grounding and Bonding Product Data	
26 05 33	1.2.A	Raceways and Boxes Product Information	
26 05 33	1.2.B	Raceways and Boxes Shop Drawings	
26 05 33	1.3.A	Raceways and Boxes Coordination Drawings	
26 05 33	1.3.B	Raceways and Boxes Seismic Qualification Data	
26 05 43	1.3.A	Underground Ducts and Raceways Product Data	
26 05 43	1.3.B	Underground Ducts and Raceways Shop Drawings	
26 05 43	1.3.C	Underground Ducts and Raceways Qualification Data	
26 05 43	1.3.D	Underground Ducts and Raceways Product Certificates	
26 05 43	1.3.E	Underground Ducts and Raceways Source QC Reports	
26 05 43	1.3.F	Underground Ducts and Raceways Field QC Reports	
26 05 48	1.2.A	Vibration and Seismic Controls Product Data	
26 05 48	1.2.B	Vibration and Seismic Controls Shop Drawings	
26 05 48	1.2.C	Vibration and Seismic Controls Delegated Design Submittal	



SECTION	SUBSECTION	SUBMITTAL DESCRIPTION
26 05 48	1.3.A	Vibration and Seismic Controls Coordination Drawings
26 05 48	1.3.B	Vibration and Seismic Controls Welding Certificates
26 05 48	1.3.C	Vibration and Seismic Controls Field QC Reports
26 05 48	1.3.D	Vibration and Seismic Controls Qualification Data
26 05 53	1.3.A	Identification for Electrical System Product Data
26 05 53	1.3.B	Identification for Electrical System Samples
26 05 53	1.3.C	Identification for Electrical System Delegated Design Submittal
26 08 00	1.4.A	Independent Electrical Testing Reports
26 09 23	1.2.A	Lighting Control Devices Product Data
26 09 23	1.2.B	Lighting Control Devices Shop Drawings
26 09 23	1.3.A	Lighting Control Devices Coordination Drawings
26 09 23	1.3.B	Lighting Control Devices Field QC Reports
26 09 23	1.3.C	Lighting Control Devices Field Sample Warranty
26 09 43.23	1.2.A	Relay-Based Lighting Controls Product Data
26 09 43.23	1.2.B	Relay-Based Lighting Controls Shop Drawings
26 09 43.23	1.3.A	Relay-Based Lighting Controls Field QC Reports
26 09 43.23	1.3.B	Relay-Based Lighting Controls Software Licenses
26 09 43.23	1.3.C	Relay-Based Lighting Controls Sample Warranty
26 22 13	1.2.A	Low Voltage Distribution Transformers Product Data
26 22 13	1.2.B	Low Voltage Distribution Transformers Shop Drawings
26 22 13	1.3.A	Low Voltage Distribution Transformers Seismic Qualification Data
26 22 13	1.3.B	Low Voltage Distribution Transformers Source QC Reports
26 22 13	1.3.C	Low Voltage Distribution Transformers Field QC Reports
26 24 13	1.2.A	Switchboards Product Data
26 24 13	1.2.B	Switchboards Shop Drawings
26 24 13	1.3.A	Switchboards Seismic Qualification Data
26 24 13	1.4	Switchboards Seismic Field QC Reports
26 24 16	1.3.A	Panelboards Product Data
26 24 16	1.3.B	Panelboards Shop Drawings
26 24 16	1.4	Panelboards Schedules for Intstallation
26 27 26	1.2.A	Wiring Devices Product Data



SECTION	SUBSECTION	SUBMITTAL DESCRIPTION
26 27 26	1.2.B	Wiring Devices Shop Drawings
26 27 26	1.3.A	Wiring Devices Field QC Reports
26 28 16	1.2.A	Switches and Circuit Breakers Product Data
26 28 16	1.2.B	Switches and Circuit Breakers Shop Drawings
26 28 16	1.3.A	Switches and Circuit Breakers Qualification Data
26 28 16	1.3.B	Switches and Circuit Breakers Seismic Qualification Certificates
26 28 16	1.3.C	Switches and Circuit Breakers Field QC Reports
26 29 13.03	1.2.A	Motor Controllers Product Data
26 29 13.03	1.2.B	Motor Controllers Shop Drawings
26 29 13.03	1.3.A	Motor Controllers Seismic Qualification Data
26 29 13.03	1.3.B	Motor Controllers Field QC Reports
26 29 23	1.3.A	VFD Motor Controllers Product Data
26 29 23	1.3.B	VFD Motor Controllers Shop Drawings
26 29 23	1.4.A	VFD Motor Controllers Qualification Data
26 29 23	1.4.B	VFD Motor Controllers Seismic Qualification Data
26 29 23	1.4.C	VFD Motor Controllers Seismic Product Certificates
26 29 23	1.4.D	VFD Motor Controllers Seismic Field QC Reports
26 33 23.11	1.3.A	Central Battery for Emergency Lighting Product Data
26 33 23.11	1.3.B	Central Battery for Emergency Lighting Shop Drawings
26 33 23.11	1.4.A	Central Battery for Emergency Coordination Drawings
26 33 23.11	1.4.B	Central Battery for Emergency Qualification Data
26 33 23.11	1.4.C	Central Battery for Emergency Seismic Qualification Data
26 33 23.11	1.4.D	Central Battery for Emergency Field QC Reports
26 33 23.11	1.4.E	Central Battery for Emergency Sample Warranty
26 51 19	1.2.A	LED Interior Lighting Product Data
26 51 19	1.2.B	LED Interior Lighting Shop Drawings
26 51 19	1.3.A	LED Interior Lighting Seismic Qualification Data
26 51 19	1.3.B	LED Interior Lighting Product Certificates
26 51 19	1.3.C	LED Interior Lighting Product Test Reports
26 51 19	1.3.D	LED Interior Lighting Sample Warranty
26 56 19	1.3.A	LED Exterior Lighting Product Data



SECTION	SUBSECTION	SUBMITTAL DESCRIPTION
26 56 19	1.3.B	LED Exterior Lighting Shop Drawings
26 56 19	1.3.C	LED Exterior Lighting Delegated Submittal
26 56 19	1.4.A	LED Exterior Lighting Seismic Qualification Data
26 56 19	1.4.B	LED Exterior Lighting Product Certificates
26 56 19	1.4.C	LED Exterior Lighting Sample Warranty
31 - EARTHWC	DRK	
31 05 16	1.3.A	Aggragates
31 05 16	1.3.B	Aggregates Certified Test Results
31 23 23	1.5.A	Fill Material
31 25 13	1.3.A.1	Erosion Control Material Samples
31 25 13	1.3.A.2	Erosion Control Product Data
31 25 13	1.3.A.3	Erosion and Sedimentation Control Plan
31 25 13	1.3.A.4	Seed Mixture Certification
31 25 13	1.3.A.5	Seeding Procedures
32 - EXTERIOR	IMPROVEMENTS	
Dwg C-111	Note 3	Apshalt Paving Mix Design
32 00 00		Pavement Marking and Parking Lot Signage
32 00 00		Bin Blocks
33 - UTILITIES		
33 51 10	1.2.A	Plastic Pipe and Fittings Certificate of Compliance
33 51 10	1.2.B	Plastic Pipe and Fittings Shop Drawings
33 51 20	1.02.A	LFG System Valves Manufacturers Brochures
Dwg C-101	Sewer Note 3	Gravity Sewer Pipe Product Data
Dwg C-101	Sewer Note 6.a	Sewer Photos
Dwg C-101	Sewer Note 6.b	Sewer CCTV Results
Dwg C-101	Sewer Note 14	Precast Manhole Product Data and Shop Drawings
Dwg C-101	Sewer Note 14	Lift Station Product Data and Shop Drawings
Dwg C-101	Sewer Note 14	Underground Storage Tanks Product Data and Shop Drawings
Dwg C-113	Notes 1, 3, 4, 5	Waterline Piping Product Data
Dwg 7 ASP	Profile	HDPE Pipe Product Data
Dwg 7 ASP	Profile	Valves and Appurtenances



SECTION	SUBSECTION	SUBMITTAL DESCRIPTION				
40 - PROCESS INTEGRATION						
40 95 13	1.04.A.1	Control Panels, VFDs and RMC Shop Drawings				
40 95 13	1.04.A.2	Control Panels, VFDs and RMC Product Data				
40 95 13	1.04.A.3	Control Panels, VFDs and RMC OIP Screen Layout and Flow Chart				
40 95 13	1.04.B.1-11	Control Panels, VFDs and RMC O&M Manual				
40 95 13	1.04.C	Control Panels, VFDs and RMC Field Testing Plan				
44 11 10	1.02.A	Fan System Product Data and Shop Drawings				
44 11 10	1.02.B	Fan System O&M Manual				
44 11 10	1.02.C	Spare Parts				
VIMS						
Dwg GP-2	E. Submittals Note 1	VOC Mitigation System Product Data				
Dwg GP-2	E. Submittals Note 2	VOC Mitigation System Samples				
Dwg GP-2	E. Submittals Note 3	VOC Mitigation System Certification				
MAIN OFFICE E	BUILDING					
A1.1	Drawing	Main Office Building Striping				
A1.1	Drawing	Electronic Vehicle Charging Stations				
A1.1	Drawing	Bike Rack				
A1.1	Drawing	Parking Lot Signage				
A3.2	Note 23	Drinking Fountain				
A3.2	Notes 4 & 5	Tile Product Data				

BCA2301-SCC

		<u>E</u> 2	<u>XHIBIT</u>	<u>F</u>			
	СЦ		ODDE	R FORM			
		IANGE	UNDE				
Project Name:	BCA23-	01	FCC WP	WMA RC Improvements			
Subcontractor:	Skutley	Contract	ing Corp		Co #:		
escription of Change order:							
Subcontractor Contract #:	BCA230)1-SCC					
Schedule Impact (if any):			Days				
Material & Equipment Descriptio	on Qty.	Cost / Unit	Line total	Labor by worker level	Qty.	Cost / Unit	Line total
						TOTAL	\$ -
				Total Labor	· Cost		\$ -
				Total Material &	Equipme	ent	\$ -
					Subtota	l Cost	\$ -
				Change Order Mark-Up	10%		\$ -
		TOTAL	\$ -	Change Order Total with	Mark up		\$ -
Submitted by:				Cambridge Approval:			
Name:				Name:			
Signature:	_			Signature :	_		
Title:				Title:			
Date:				D-4			
Date:				Date:			

EXHIBIT G

CONTRACTOR'S AUTHORIZATION OF MINOR CHANGE IN THE WORK

CONTRACTOR:	Cambridge Companies, Inc.	(the "Contractor")
SUBCONTRACTOR:	Skutley Contracting Corp	(the "Subcontractor")
CONTRACT:	Subcontract Agreement	(the "Contract")
DATE OF CONTRACT:	4/10/2023	
CONTRACT NO.:	BCA2301-SCC	
PROJECT:	BCA23-01 FCC WPWMA RC Improvements	(the "Project")

Pursuant to Sec. 6.3 of the Contract, the Contractor hereby authorizes the following minor change in the Work:

This change shall not result in any adjustment to the Contract Sum or the Contract Schedule. Subcontractor acknowledges and agrees to this minor change.

SUBCONTRACTOR: Skutley Contracting Corp

PRINT NAME: _____

PRINT TITLE:

CONTRACTOR: Cambridge Companies, Inc.

PRINT NAME: _____

PRINT TITLE:

Contractor

Subcontractor

Date:

Date: _____

EXHIBIT H

INVOICING SCHEDULE

Contractor requires preferred suppliers to submit all invoices on standard AIA forms or such other equivalent forms approved in writing by Contractor.

WHAT SUBCONTRACTOR NEEDS TO DO

What follow are the terms, conditions and processes for invoicing Contractor. The following is construed in strict accordance with the terms and conditions of the Contract.

- 1. Subcontractor must invoice Contractor on a monthly basis, and all such invoices must be received by Contractor by the 20th day of each month. Each such invoice shall be signed by Subcontractor's principal owner and/or Subcontractor's Representative, and each such signature shall be notarized.
- 2. Invoices will be deemed validated and accepted and Contractor will recognize the payment obligation only when Contractor's Accounts Payable ("AP") group receives an invoice that meets the requirements of this **Exhibit H**.
- 3. Subcontractor may be asked to provide back-up when submitting invoices which, at a minimum, includes the following:
 - a. Header information
 - i. Subcontractor name and address
 - ii. Invoice date
 - iii. Unique alphabetic, numeric or alpha-numeric invoice number
 - iv. Owner/Contractor Purchase Document number (if applicable)
 - v. Delivery address
 - vi. Payment address
 - b. Line item detail including
 - i. Date of Shipment(s)
 - ii. Accurate count of volume shipped
 - iii. Unit price(s)
 - iv. Extended price(s)
 - v. Invoice total
 - vi. Any and all applicable weight slips.

Non-conforming invoices may be rejected and returned to Subcontractor with instructions for revision. Returned invoices will not be

deemed validated until corrected, resubmitted and received by AP.

- 4. For invoices exceeding \$50,000, Contractor may request hard copy of both invoice and backup documentation (shipping data, weight slips, etc.).
- 5. Subcontractor shall provide additional invoicing data upon reasonable request.
- 6. Should Contractor dispute an invoice, in whole or in part, Contractor will notify Subcontractor within a reasonable time. If the invoice is submitted in accordance with this Exhibit H and is being disputed it in part, then the undisputed balance will be processed for payment in accordance with the Contract's payment terms. Following receipt of a dispute notice, Subcontractor will have sixty (60) days to investigate. If the dispute is found to be valid, Subcontractor will provide proof of invoice adjustment. If the dispute is believed to be invalid, Subcontractor will provide written justification with appropriate back up. Contractor will review both justification and any backup and will notify Subcontractor within a reasonable time as to its acceptance or denial. Should the justification and backup be denied, both Subcontractor and Contractor agree to work collectively to resolve the dispute. Neither Contractor nor Subcontractor shall unreasonably delay the dispute process.

[End of Invoicing Schedule]

<u>EXHIBIT I</u>

AFFIDAVIT OF PAYMENT

CC	NTINU	ATION	SHEET	I				PAGE OF PAGE	3
APPL	ICATION AND	CERTIFICAT	ION FOR PAYN	MENT, containi		APPLI	CATION NC):	
	actor's signed cer						TION DATI		
	ulations below, a			st dollar.			PERIOD TO		
	olumn I on Conti				av apply. Al				
			8		5 11 5 112			-	
А	В	С	D	Е	F	0	Ì	Н	Ι
		_		MPLETED	MATERIAL	TOTAL			
			FROM			COMPLETED			
			PREVIOUS		STORED	AND STORED			RETAINAGE
ITEM	DESCRIPTION	SCHEDULED	APPLICATION		(NOT IN D	TO DATE	COMPLETE	BALANCE TO	(IF VARIABLE
NO.	OF WORK	VALUE	(D + E)	THIS PERIOD	OR E)	(D+E+F)	$(G \div C)$	FINISH (C - G)	RATE)
						\$ -			\$ -
						\$ -			\$ -
						\$ -			\$ -
						\$ -			\$ -
						\$ -			\$ -
						\$ -			\$ -
						\$ -			\$ -
						\$ -			\$ -
						\$ -			\$ -
						\$-			\$ -
						\$-			\$ -
						\$-			\$ -
						\$-			\$-
						\$-			\$-
						\$ -			\$ -
						\$ -			\$ -
						\$ -			\$ -
						.			s - \$ -
						.			s - \$ -
						\$ -			\$ -
						\$ -			\$ -
						\$ -			\$ -
						\$ -			\$ -
						\$ -			\$ -
						ъ -			\$ -
L						\$-			\$ -
G	RAND TOTA	\$ -	\$ -	\$ -	\$ -	\$-	#DIV/0!	\$-	\$-
			Exh	ibit I			Contractor		Subcontractor

<u>EXHIBIT J</u> Partial Payment Certification, Release and Lien Waiver

Contractor

Subcontractor

CONDITIONAL WAIVER AND RELEASE UPON PROGRESS PAYMENT

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT (California Civil Code § 8132)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Name of Customer: Job Location: Owner: Through Date:

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job through the Through Date of this document. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: Amount of Check: Check Payable to:

Exceptions

This document does not affect any of the following:

(1) Retentions.

(2) Extras for which the claimant has not received payment.

(3) The following progress payments for which the claimant has previously given a conditional waiver and release but has not received payment:

Date(s) of waiver and release:

Amount(s) of unpaid progress payment(s): \$ _

(4) Contract rights, including (A) a right based on rescission, abandonment, or breach of contract, and (B) the right to recover compensation for work not compensated by the payment.

Signature

Claimant's Signature: Claimant's Title: Date of Signature:

<u>EXHIBIT K</u>

Final Payment Certification, Release and Lien Waiver

Contractor

Subcontractor

CONDITIONAL WAIVER AND RELEASE UPON FINAL PAYMENT

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT (California Civil Code § 8136)

NOTICE: THIS DOCUMENT WAIVES THE CLAIMANT'S LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS EFFECTIVE ON RECEIPT OF PAYMENT. A PERSON SHOULD NOT RELY ON THIS DOCUMENT UNLESS SATISFIED THAT THE CLAIMANT HAS RECEIVED PAYMENT.

Identifying Information

Name of Claimant: Name of Customer: Job Location: Owner:

Conditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for labor and service provided, and equipment and material delivered, to the customer on this job. Rights based upon labor or service provided, or equipment or material delivered, pursuant to a written change order that has been fully executed by the parties prior to the date that this document is signed by the claimant, are waived and released by this document, unless listed as an Exception below. This document is effective only on the claimant's receipt of payment from the financial institution on which the following check is drawn:

Maker of Check: Amount of Check: Check Payable to:

Exceptions

This document does not affect any of the following: Disputed claims for extras in the amount of: <u>\$</u>

Signature

Claimant's Signature: Claimant's Title: Date of Signature:

EXHIBIT L

SUBCONTRACTOR'S NOTICE OF COMPLETION OF PUNCHLIST

	Date:	
Cambridge Companies, Inc. 14201 N 87th Street Scottsdale, AZ 85260		
CONTRACTOR:	Cambridge Companies, Inc.	(the "Contractor")
SUBCONTRACTOR:	Skutley Contracting Corp	(the "Subcontractor")
CONTRACT:	Subcontract Agreement	(the "Contract")
DATE OF CONTRACT:	4/10/2023	
CONTRACT NO.:	BCA2301-SCC	
PROJECT:	BCA23-01 FCC WPWMA RC Improvements	(the "Project")

Dear Joshua Barnhorst:

Pursuant to Section 4.2.3.1 of the Contract, Subcontractor hereby notifies Contractor that to the best of Subcontractor's knowledge, information and belief, the Punchlist has been completed.

Date:

Sincerely,

SUBCONTRACTOR'S REPRESENTATIVE Skutley Contracting Corp 1282 Stabler Lane #630-107 Yuba City, CA 95993

RECEIVED:

SUBCONTRACTOR

PRINT NAME: _____

PRINT TITLE:

Subcontractor

July 14, 2023

Via Email: mweber@downeybrand.com

Matthew Weber Downey Brand LLP 3425 Brookside Road, Suite A Stockton, CA 95219

Western Placer Waste Management Authority 3013 Fiddyment Road Roseville, CA 95747 <u>kbell@placer.ca.gov</u> eoddo@placer.ca.gov

Re: WPWMA Facility Improvements: Reply to Skutley Contracting Corporation's Objection to Substitution

Gentlemen:

Pursuant to Mr. Weber's July 7, 2023 letter, we hereby submit, on behalf of our client Cambridge Companies ("Cambridge"), this reply to Skutley Contractors Corporation's ("Skutley") July 13, 2023 objection to Cambridge's requested substitution. Therein, Skutley addressed two issues: 1) FCC Environmental, Inc.'s ("FCC") authority to rule on Cambridge's substitution and 2) the schedule for submission of evidence in advance of hearing.

As to the first point: Compliance with the procedures of Public Contact Code section 4107 is not actually required because Section 4107, as part of the Subletting and Subcontracting Fair Practices Act, only applies to public works construction projects in which a public entity is "taking bids". Public Contract Code section 4104. That is not the case here. Rather, this is a construction project between private entities, FCC and Cambridge, that was let for bid by a private entity, FCC, and not by any public entity. Cambridge's original, informal request was sufficient. However, Cambridge has followed up with the formal process under Section 4107 purely out of an abundance of caution because Skutley declared that it applies. To be clear, Cambridge does not concede that Skutley is correct. Further, if Section 4107 does apply, Cambridge understands that Western Placer Waste Management Authority has delegated the issue to FCC. Skutley provides no authority to assert that any such delegation is improper.



Mathew Weber WPWMA July 14, 2023 Page 2

As to the second point: Without conceding its position that Public Contract Code section 4107 is inapplicable and a substitution hearing is unnecessary, Cambridge agrees that the parties should be required to submit any additional evidence and/or written argument in support of their respective positions prior to the date of the hearing. Cambridge submits that the deadline to do so should be by 12:00 p.m. PST Tuesday, July 18, 2023.

Sincerely,

DIEPENBROCK ELKIN DAUER McCANDLESS LLP

Eilen M. Diepinback

Eileen M. Diepenbrock

NBB/mj

cc: Cambridge Companies Stephen R. McCutcheon, Jr. (by email: <u>smccutcheon@cookbrown.com</u>)

Contract Change Order No. 11 Combridge PCO No.: 11rev

Proposed Change Order (PCO)

	FCC Environmental			FCC WPWMA Recycled Building Prov				
	3013 Fiddyma	to the second	Jib Kann:			The first man out they mind they		
	Rosmille, CA		Campridge Inb No.			BCA7301		
IEN	NTIEMEN							
iez-	o be advised th	at:						
	This Quotatio	n is in response to your request	leviard Foundation Drawing and instructions and	diaments b	perti	orest thereto.		
ł,	This Quotatio	n has been priced in accordance	with the current job progress position and therefor ject change into the work is not received by					
	14	Calendar days extension of Con	stratt Time is requested by this Quotistion.					
1	This Quotatio	in is in the amount of	5184,120,48					
_	A Location		Quantity	Units	-	Linit Price	-	Amount
			Quantity	Linity		Chait Prine		Amount
	Subcontract				*			110 310 31
1		nete Contractors Masonry	1	3	5	145,715,77	5	345,715.77 10,484.50
1	Demon Cond		1	- ini	-	145,715.77	-	and the second second
1	Demon Cond		4	- ini	-	145,715.77	-	and the second second
1	Demon Cond		4	B JS SURTOTAL	3	145,715.77	5	10,484.00
1	Demon Cond		4	as as SURTOTAL SE Insuranto	3	145,715,77	5	10,484.00 158.199.77

2 Subcontractor Quotations Demoon Concrete Contractors

NOTE: Owner's acceptance (below) of this Quotation on Change of Work constitutes a CHANGE ORDER authorizing Cambridge Companies, the to proceed immediately with the above described change for the amount sucted DF any) and/or the extension of time to issue Subcontract supplements and to incorporate such amount, time and change into billings and contract documents as a requested (if any), to issue Subcontract supplements and te incorporate such amount, time and change into billings and contract documents as a CHANGE ORDER to the Contract Documents.

OWNER'S A	CCEPTANCE
-Owner:	FCC
Auth. Rep.;	THING SANK
Date:	5/19/2027

CAMBRIDGE

CONTRACTOR ACCE	PTANCE
Distantes Cambridg	- Forinania

Party of the second second	All the second second second second
Byi	Josh Barnhorst
Date	05.09.2023

St. 149-

01-000	1011999	Foundations					
01-001	Labor	Supervision					
01-002	Labor	Carpenters	591.58	83.7	Hours	49532.99	Layout added foundations, Install steps, rebar template, survey, QC & Pour watch
							Grade Checker, Clean bottom of footing, Install rebar Pour concrete, Strip template, Clean & Backfill
01-100	Material	Concrete	53.31	175.00	Yards	9329.25	Totai extra Yards
01-101	Material	Lumber				2266.03	Plywood for steps, Lumber for added foundations
01-102	Material	Rebar				8750.00	Rebar Material Only
01-104	Material	Nails, Ties, Bridging				679.81	
01-200	Equipment	Backhoe	388.00	65,00	yards	25220.00	Total 331 yards @ \$65 per yard to excavate not based on hours
01-201	Equipment	Skiploader	388.00	23,40	·····	9079.20	Spread 331 yards @ \$11per yard. Backfill 180 yards @ 23 per yard
01-206	Equipment	Pumping	53.31	18.00	yards	959.58	Pump 43 yards
01-209	Equipment	Forklift/Gradall Rental				3827.68	
01-210	Equipment	Dump Truck Rental				11505.00	excavate into dump truck & haul to dump site.
01-300	SUB	Finishing	8.00	0.00		757.20	
01-302	S	Sacking				0.00	
01-304	S	Misc. Subcontracting				0.00	
						121917.93	
09-000		Direct Overhead					
09-001	L	Supervision	10.00 Da	ays		7500.00	760 Per Day
09-403	0	Field Office, Storage Bins	10.00 Da	ays		290.00	29 Per Day
09-404	0	Telephones - Jobsite	10,00 Da	ays		140.00	14 Per Day
09-406	0	Vehicle/Equipment Expense	10.00 Da	ays		1660.00	166 Per Day
09-411	0	Travel/Per Diem	10.00 Da	ays		6030.00	603 For 4 men Per Day
		· · · · · · · · · · · · · · · · · · ·				15620.00	

DEMCON	Westing Densited a Solution."	CHANGE REQUI AND OWNER APPRO				
Project Name:	FCC WPWMA Recycling Building Project	Change Request #				
Approval requested from:	CAMBRIDGE COMPANIES	Date:	06/16/23			
		Project Number:	_			

Please approve the following change issue by your signature below. This proposal is valid 5 days Your prompt approval is important to the progress of the job. This work is not proceeding pending your approval.

Cost Dide	Description : DENORPTION OF WORK DONE:		Can	(
	Phase 1 -Coordination & Ptan Rev Foundation P Lower foundations per Sheet S2.1. Ad Add foundation per detail 13 on sheet S4.1. Lower P Lower and add foundation steps at compressor room - Backfill Osha bench & wait on prior	Ian Changes d Wall foundation on grid line A from grid line erimiter slab edge foundation per detail 3 on & office. OSHA Bench cut on grid line A from	\$4.1. 9 to 12	917.93
	pacent optic participation of the on Suc	Timle Processor and mile File inc.	121,0	111,00
	Direct Ov	verhead	15,6	620.00
	Foundation Gredit /	& Reber @ Ramp	(10,4	828.57
	SCHEDULE IMPACT:	Salar	126,7	709.36
The Contro	act Completion Date shall be (Pick One):	Sin Dedilors	0.00% in	ncluded
	HEGREASED 10 Days.	Fixed Wearence	0.00% In	nciuded
	DECREASED Days.	Oversel & Per	15.00% 19.0	006.40
	Not Affected at all by this change,	Bons Pramier	0.00% In	ncluded
	This change may affect the Contract Completion Date but	TOTAL COST THIS CHANGE RE	QUEST 145.7	715.77
	the total impact cannot be determined at this time. Additional Inform This Change Request fixes the cost only. Other:	nation will be provided as soon as it is available.		

AGREED AND ACCEPTED

Upon signature by Owner, this document will sarve as written authorization to proceed with the above work at the amounts shown. A contract change order shall be prepared to finalize this change.

eral Contractor:	By Contractor:
CAMBRIDGE COMPANIES 14201 N. 87th Street, Suite 135 Scottsdale, AZ 85260	DEMCON CONCRETE CONTRACTORS 13795 Blaisdell Place, Suite 202 Poway,CA 92064
By:	By. Toalel Tatataina
Date:	Date: W16/23



5691-8 Power Inn Road Sacramento, CA 95824 (916) 381-8021 CA Lic 255203 * NV Lic 12071 johnjacksonmasonry.com

CHANGE ORDER REQUEST

Contractor:	Cambridge Companies	Date:	6/2/2023
Atto:	Ashley Keepers	Project Name:	FCC WPWMA Recycling Centm
Telephone:	(480) 6798-310	JIM Project #:	23019WR
E-mail:	akeepers@cam	bridgecoinc.com	
Total number of pages:	3	COR Number:	3

The construction agreement dated , between Cambridge Companies, Contractor and John Jackson Masonry, Subcontractor, is hereby modified and amended by the following deviations from original plans and specifications:

Price to add 2 courses of CMU (214 SqFt); \$10,484. Increases job duration by 4 days.

It is mutually agreed that for such change the contract price is increased by \$10,484 paid with the payment becoming due under the original construction agreement.

All other provisions of the original contract and agreement shall remain in full force and effect, without change because of above deviations.

Cambridge Companies

John Jackson Masonry

Contractor

By

Subcontractor William Robles

Contractor's License #



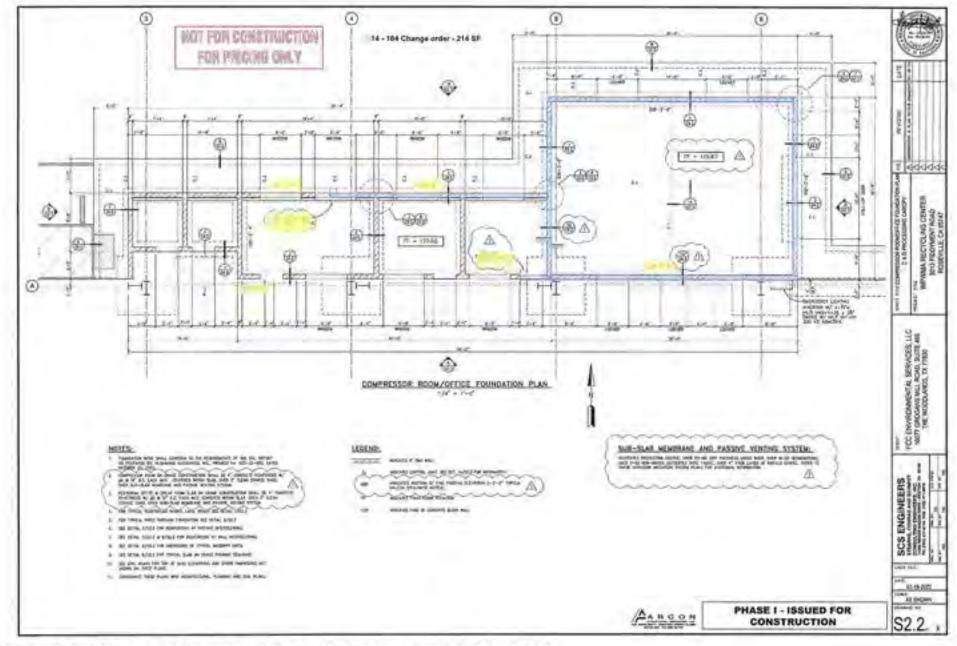
5691 B Power Inn Road Sacramento, CA 95824 (916) 381 - 8021 * Fax (916) 381 - 8021

TIME AND MATERIAL BILLING SUMMARY

Contractor:	· · · · · · · · · · · · · · · · · · ·
Contact:	Time for:
Date:	
Description	
JJM's Job #.	

	Exhibits	
Invoiced Material *	A	\$ 3,139
Yard Material *	в	
Invoiced Equipment *	c	
Yard Equipment *	D	745
Labor *	E	5,233
Cost s	ubject to markup	9,117
c	Overhead & Profit 15.00%	1,368
		10,485
	Total Cost	\$ 10,485

* Please see the attached exhibits



Attention Flater CD ARCH STRUCT - For Prining Drily 05, 19, 23 pdf (15) (45% of Scalar); Takeoff in Autore Aren: All Amain Receipting Center; 2022, 8/14/2023 (9/22 AM

Contract Change Order No.: 13 Contract Change PCO No.: 13/ev

Proposed Change Order (PCO)

To	Andrea Rodrigues			late 0	6.09.2023		
	FCC Ensistemental		alpia Pér	ime f	CC WFWMA Rec	ythe	d Building Proje
	3013 Feldyment Road					_	
	Reservite, CA 95747		Cambridge Jo	ë No.: B	ICA2301	_	
GENT	LEMON						
Near	te adviced the:						
-	This Quotation is in response to your rep	well Well Plan Changes	and instructions and dree	vings an	rtinent thereto		
E.	This Quotation has been priced in accord adjustment if authoritation to incorpora			ubject t	0		
μ.	10 Calendar days extension	of Contract Time is requested by t	this Questation				
i	This Quotation is in the amount of	\$137,273.29					
1	Description: The cost impacts associate	ed with the received record form	thation Plans for the Column	ichanas	s fram Set.		
	Contraction of the second	an man a s fare are readed for			100000		
tem	Subrentract		Quantity Uni	11	Unit Price	-	Amount
1	Domcon Concrete Contractors		1 4		5 116,406.60	\$	116,456.66
						_	_
_			suate	DTAL		\$	116,456.6
_			Liability & Builders Risk Insi	rarice	2.50%	-	\$2,911.43
			Overhead (5%) and Profit	(10%)	15.00%		\$17,905,21
-				_		-	_
		TOTAL		_		_	\$137,273.29
Incles	luies are:						
1	and a second s	N/A				_	
2	Subcontractor Quotations:	Denscon Concrete Contractors					

NDTE: Owner's acceptation (below) of this Quotation on Change of Work constitutes a CHANGE ORDER summariang Cambridge Companies, Inc to proceed immediately with the above described change for the amount quoted (if any) and/or the extension of time to issue Subcontract supplements and to incorporate such amount, time and change into billings and contract documents as a requested (if any), to issue Subcontract supplements and to incorporate such amount, time and change into billings and contract documents as a CHANGE DRDER to the Contract Documents.

OWNER'S A	CCEPTANCE
Owner	Ric
Auth. Wep.:	WIGO SATINE
Dates	5/191/327.1
	-it -
jung.	
b dute:	

CAMBRIDGE

CONTRACT	OR	ACCEP	TANCE	
Contractor:	Car	nbridge	Companies	In

By	Josh Barnhorst	_
Date	06.09.2023	

Cost	Codes
------	-------

03-000		Walls				
03-001	Labor	Supervision				
03-002	Labor	Carpenter	843.00	83.7	70584.39	Layout, Forming total of 3,700 sf, QC & pour watch
						Install rebar, pour concrete, strip walls, Clean up,
03-100	Material	Concrete	77.82	175.00	13618.56	80 extra yards
03-101	Material	Lumber			10148.13	Plywood, Lumber & Chamfer
03-102	Material	Rebar		1	7320.00	Rebar Material Only
03-104	Material	Nails, Ties, Bridging			1653.65	Nails, Ties & Scaffold
03-106	Material	Cure, Bondbreaker			110.24	Cure& Form Oil
03-203	Equipment	Compressor			229.67	Compressor Blow off top of footing
03-205	Equipment	Hardware Rental			768.36	John A 's Scaffold Jacks
03-206	Equipment	Pumping	77.82036	25.00	1945.51	Pump 80 extra yards
03-209	Equipment	Forklift/Gradall Rental			681.95	Forklift Moving materails
03-302	S	Sacking			8819.09	Float top of wall & Sacking
					116079.57	
09-000		Direct Overhead				
09-001	L	Supervision	10.00 Da	ays	7500.00	760 Per Day
09-403	0	Field Office, Storage Bins	10.00 Da	ays	290.00	29 Per Day
09-404	0	Telephones - Jobsite	10.00 Da	ays	140.00	14 Per Day
09-406	0	Vehicle/Equipment Expense	10.00 Da	ays	1660.00	166 Per Day
09-411	0	Travel/Per Diem	10.00 Da	ays	6030.00	603 For 4 men Per Day
					15620.00	

PEMCON	"The May Empirica Children"	CHANGE REQUES AND OWNER APPROV			
Project Name:	FCC WPWIMA Recycling Building Project	Change Request #	4		
Approval requested from:	CAMBRIDGE COMPANIES	Date:	06/16/23		
		Project Number.			

Please approve the following change issue by your signature below. This proposal is valid 5 days. Your prompt approval is important to the progress of the job. This work is not proceeding pending your approval.

Cost Dyate	Description : DESCREPTION OF WORK DONE!		Casi			
	Phase 1 -Coordination & Plan Re	eview Comments Dated 5-18-2023				
	Walt Plan	Changes				
	Layout walls, Form walls, Install Re	sbar, Pour walls, Strip walls & sack	116,079.57			
	Direct C	Overhead	12,202.09			
	Walt Credit & F	Rebar @ Ramp	(27,015.00			
	SCHEDULE IMPACT:	5.cmm	101.266.66			
The Contro	ect Completion Date shall be (Fick One):	Terr Cardillors	0:00% Included			
	INGREASED 10 Days.	Treed Insurance	0.00% Includes			
	DECREASED Days	Distribut & Per	15,00% 15,190.00			
-	Not Affected at all by this change.	Band Pressan	0.00% Includes			
	This change may affect the Contract Completion Date but TOTAL COST THIS CHANGE REQUEST					
	the total impact cannot be determined at this time. Additional info This Change Request fixes the cost only. Other:	mailon will be provided as soon as it is evailable.				

AGREED AND ACCEPTED

Upon signature by Owner, this document will serve as written authorization to proceed with the above work at the amounts shown. A contract change order shall be prepared to finalize this change,

a contract of the second se
DEMCON CONCRETE CONTRACTORS 13795 Blaisdell Place, Suite 202 Poway, CA 92054
By: Toolei Talataina
Dete: Br15/23

Contract Charge Order No.: 12 Cambridge PCO No.: 12pev

Proposed Change Order (PCO)

Te:	Andrea Rudriguez				6.09.2023		
	FCC Environmental		Job Nam	• 1	CC WEWIAA Rev	cycle	d Building Proj
	3013 Fiddyment Road					-	
	Rozewile, CA 35747		Cambridge Job /	(u.:)	CA2301	_	
EN7	LEMEN						
Heas	e be advised that:						
÷.,	This Quotation is in response to your re	uguest Column Plan Changes	and instructions and drawin	as pe	minist Invieto.		
6	This Chintittion has been priced in accound/ustment if authorization to incorpor			(ect)	e .		
6	5 Calendar days extension	n of Contract Time is requested by t	Vis Quenation.				
i	This Duptation is in the amount of	\$38,289.14					
Lann	Subcontract		Quantity Units	_	Unit Price	_	Amount
	Demon Concrete Contractors		1 1	-	5 12,482.63	-	32,482,83
				_			
-			SUBTOT	ML.		5.	32,482,8
-			Hability & Builders Risk Insura	nicé	1.50%	1	5812.0
-			Overfined (5%) and Profit (1)	DNA)	15.00%		
			Overfined (5%) and Profit (1/	0110	15.00%		
		TOTAL	Overfineid (5%) and Profit (U	0942	15.00%		\$4,994.24
indo	stores are:		Overfineid (5%) and Profit (U	0948)	15.00%		\$4,994 24 \$38,289.14
Indo	surves arte: Const of Work Essurvate Dated:		Overfinaid (5%) and Profit (U	0948	15.00N		\$4,994.24

NOTE: Owner's acceptance (below) of this Quotation on Change of Work constitutes a CHANGE ORDER authorizing Cambridge Companies, inclus proceed immediately with the above described change for the amount quoted (if any) and/or the extension of time to issue Subcontract supplements and to interparate such amount, time and change into billings and contrast documents as a requested (if any), to issue Subcontract supplements and to incorporate such amount, time and change into billings and contrast documents as a requested (if any), to issue Subcontract supplements and to incorporate such amount, time and change into billings and contract documents as a CHANGE ORDER to the Contract Documents.

		ER'S A	CCEPTANCE
	Auth	Rep.: Date:	THIG SAWZ
<u>n</u> -			

CAMBRIDGE

CONTRACT	OR ACCEPTANCE			
Contractor	Cambridge Companies, Inc.			
By:	Josh Barnhorst			
Date:	05.09.2023			

02-000		Columns					
02-001	Labor	Supervision					· · · · · · · · · · · · · · · · · · ·
02-002	Labor	Carpenter	128.36	83.7	Hours	10747.58	Layout, Form columns, QC & Pour watch.
							Install rebar, Pour concrete, strip forms & clean up
02-100	Material	Concrete	30.46	175.65	Yards	5350.30	84 Total extra yards
02-101	Material	Lumber			Í	1557.58	Lumber & Plywood
02-102	Material	Rebar				2000.00	Material Only
02-104	Material	Nails, Ties, Bridging				194,70	Naits & Ties
02-203	Equipment	Compressor				37.50	
02-206	Equipment	Pumping	30,46	18.00	Yards	548.28	Pumping 84 extra yards
					Γ	20435,94	
09-000		Direct Overhead			Γ		
09-001	L	Supervision	5.00 Da	ays		3750.00	760 Per Day
09-403	0	Field Office, Storage Bins	5.00 Da	ays		145.00	29 Per Day
09-404	0	Telephones - Jobsite	5.00 Da	ays		70.00	14 Per Day
09-406	0	Vehicle/Equipment Expense	5.00 Da	ays		830.00	166 Per Day
09-411	0	Travel/Per Diem	5,00 Da	ays		3015,00	603 For 4 men Per Day
				-		7810.00	

Tourise Descriptions		ER APPROVAL
FCC WPWMA Racycling Building Project	Change Request #	3
CAMBRIDGE COMPANIES	Date:	06/16/23
	Project Numbers	
	FOC WPWMA Recycling Building Project	FCC WPWMA Racycling Building Project Change Request #

Please approve the following change issue by your signature below. This proposal is valid 5 days Your prompt approval is important to the progress of the jub. This work is not proceeding pending your approval.

Code	Description : SESCRIPTION OF WORK DONE:			Del
	Phase 1 -Coordination & Plan Review Cor	mments Dated 5-18-2023		
	Column Plan Chan	nges		
	Layout Columns, Forming, Fouring, s	sacking & clean up		20,435.94
	Direct Overhead			7,810.00
	SCHEDULE IMDACT-			26.245.04
The Contro	SCHEDULE IMPACT:	Sees.	0.07%	28,245.94
The Contro	SCHEDULE IMPACT: act Completian Date shall be (Pick Dne): INCREASED 5 Days.	Second Date Conditions Final Incomes	0,00%	Included
The Contro	act Completion Date shall be (Pick Dne):	Des Centilions	and the second se	Included Included
The Contro	act Completion Date shall be (Pick Dne): INCREASED 5 Days	Des Centilions	0,00%	Included Included 4,235.89
The Contro	act Completion Date shall be (Pick Dne): INGREASED 5 Days DECREASED Days	Des Centilisies Frend Inserieum Crestmad & Pile	0,00% 15,00% 0,00%	28,245.94 Included 4,236.89 Included 32,482.83
The Contro	act Completian Date shall be (Pick Dne): INCREASED 5 Days DECREASED Days Not Affected at all by this change.	Des Continue Frend Inserteurs Creminant & Pres Bent Phonese TOTAL COST THIS CHANGE R	0,00% 15,00% 0,00% EQUEST	Included Included 4,235.89 Included
The Contro	act Completion Date shall be (Pick Dne): INGREASED 5 Days DECREASED Days Not Allected at all by this change. This change may affect the Contract Completion Date but	Des Continue Frend Inserteurs Creminant & Pres Bent Phonese TOTAL COST THIS CHANGE R	0,00% 15,00% 0,00% EQUEST	Included Included 4,235.89 Included

AGREED AND ACCEPTED

Upon signature by Owner, this document will serve as written authorization to proceed with the above work at the amounts shown. A contract change order shall be prepared to finalize this change.

eneral Contractor:	By Contractor:
CAMERIDGE COMPANIES 14201 N. 87th Street, Suite 133 Scottadale, AZ 85250	DEMCON CONCRETE CONTRACTORS 13795 Blaisdell Place, Suite 202 Poway,CA 92064
By:	By: Toalei Talataina
Date:	Date: 6/16/23

Contract Chungs Order No. 13 Cambridge PCO No. 13rev

Proposed Change Order (PCO)

To:	Andrea Rodriguez	-			Date:	06.0	9.2023	_	
	FCC Environmental 3013 Fiddyment Road		liob Name:			FCC WPWMA Recycled Building Proy			
						_		_	
	Roseville, CA 95747			Carri	bridge Job No.	DC4	2301	_	
ENTLEMEN									
leas	o loe advised that:								
E.	This Quantition is in response to you	V7 response	Well Flan Changes	and instructions	and drawings	perti	ent thereto		
4	This Quatation has been preed in a adjustment if authomation to inco				refore is subjec	t to	2		
4	10 Calendar days exteri	iston of Contri	act Time is requested by th	is Question					
	This Questation is in the amount of		\$137,273.29						
8173	Subcontract			Quantity	Unics	-	Unit Price		Amount
	Demon Contrete Contractors			1	18	×	116,456.86	3	116.456.8
						_		_	
_					SUBTOTAL	_	-	5	116,458.6
-				Usbility & Builders	Risk Imairance	-	2,50%	-	\$2,951.4
				Overmad (5%) a		_	15-00%	1	\$17,905.2
_				CONTRACT OF AN ADDRESS	THE STREET BOOKSTREET			_	4 40 1 4 4 1 4
_						_		_	
		1	OTAL			_			\$137,273 29
sclo	Sures and:	T	OTAL			_	-		\$137,273.25
nclo	sures and: Cost of Wark Estimate Dated	N/A	OTAL			_	-		\$137,273.2

NOTE: Owner's acceptance (below) of this Duptation on Change of Work constitutes a CHANGE DRDER authorizing Cambridge Companies, incluproceed immediately with the above described change for the amount qualind (if any) and/or the extension of time to inverse Subcontract supplements and to incorporate such amount, time and change into billings and contract documents as a requested (if any), to invie Subcontract supplements and to incorporate such amount, time and change into billings and contract documents as a requested (if any), to invie Subcontract supplements and to incorporate such amount, time and change into billings and contract documents as a CHANGE O(DER to the Contract Documents.

OWNER'S A	CCEPTANC	E
Owner:	FCC	
Auth Rep.:	11/160	SANE
Date:	- 51	1717273

CAMBRIDGE

CONTRACT	ON ALCEPTANCE
Contractor:	Cambridge Companies, Inc
By:	Josh Barnhorst
Date	06.00.3032

CONTRACTOR ACCEPTANCE

Cost	Codes
------	-------

03-000		Walls				
03-001	Labor	Supervision				
03-002	Labor	Carpenter	843.00	83.7	70584.39	Layout, Forming total of 3,700 sf, QC & pour watch
						Install rebar, pour concrete, strip walls, Clean up.
03-100	Material	Concrete	77.82	175.00	13618.56	80 extra yards
03-101	Material	Lumber			10148.13	Plywood, Lumber & Chamfer
03-102	Material	Rebar			7320.00	Rebar Materiai Only
03-104	Material	Nails, Ties, Bridging			1653.65	Nails, Ties & Scaffold
03-106	Material	Cure, Bondbreaker			110,24	Cure& Form Oil
03-203	Equipment	Compressor			229.67	Compressor Blow off top of footing
03-205	Equipment	Hardware Rental			768.36	John A 's Scaffold Jacks
03-206	Equipment	Pumping	77.82036	25.00	1945.51	Pump 80 extra yards
03-209	Equipment	Forklift/Gradall Rental			881.95	Forklift Moving materails
03-302	S	Sacking			8819.09	Float top of wall & Sacking
					116079.57	
09-000		Direct Overhead				
09-001	L	Supervision	10.00 Da	iys	7500.00	760 Per Day
09-403	0	Field Office, Storage Bins	10.00 Da	iys	290.00	29 Per Day
09-404	0	Telephones - Jobsite	10.00 Da	iys 🚽	140.00	14 Per Day
09-406	0	Vehicle/Equipment Expense	10.00 Da	iys	1660.00	166 Per Day
09-411	0	Travel/Per Diem	10.00 Da	iys	6030.00	603 For 4 men Per Day
					15620.00	

DEMCON	· Database Contrate Soldward		IGE REQUEST
Project Name:	FCC WPWMA Recycling Building Project	Change Request #	4
Approval requested from:	CAMBRIDGE COMPANIES	Date:	06/18/23
		Project Number:	

Please approve the following change issue by your signature below. This proposal is valid 5 days Your prompt approval is important to the progress of the job. This work is not proceeding pending your approval.

Costil Cross	Description : DESCRIPTION OF WORK CONC.			DAI
	Phase 1 -Coordination & Plan Revi	ew Comments Dated 5-18-2023		
	Wall Plan C	hanges		
	Layout walls. Form walls. Install Robo	ar, Pour walls, Strip walls & sack		118,079.57
	Direct Ove	ethead		12,202.09
	Wall Credit & Ra	bar @ Ramp		(27,015.00)
	SCHEDULE IMPACT:	Turns		101,266.06
1	ct Completion Data shall be (Fick One):	Dan Cardillons	0.00%	Included
	NICREASED 10 Days	Fixed Instance	0,00%	Included
	DECREASED Days	Querrysid & Fee	15,00%	15,190.00
	Not Affected at all by this change.	Sand Premium	0.00%	Included
	This change may affect the Contract Completion Date but	TOTAL COST THIS CHANGE RE	QUEST	116,456,66
	the Intel impact cannot be determined at this time. Additional Informa This Change Request fixes the cost only. Other!	ation will be provided as soon as it is available.		

AGREED AND ACCEPTED

Upon signature by Owner, this document will serve as written authorization to proceed with the above work at the amounts shown. A contract change order shall be prepared to finalize this change.

By Gene	ral Contractor:	By Contractor:
	CAMERIDGE COMPANIES 14201 N. 87th Street, Suite 135 Scottsdale, AZ 85250	DEMCON CONCRETE CONTRACTORS 13795 Blaisdell Place, Suite 202 Poway,CA 92054
	Ðy.	By. Toatel Talataina
	Date	Date: 8/16/23



Contract Change Order No.:	14		
Cambridge PCO No.:	14rev		

Proposed Change Order (PCO)

To:	Andrea Rodriguez		Date:	06.09.2023
	FCC Environmental		Job Name:	FCC WPWMA Recycled Building Project
	3013 Fiddyment Road			
	Roseville, CA 95747		Cambridge Job No.:	BCA2301
GENT	LEMEN:			
Please	e be advised that:			
1.	This Quotation is in response to your request	Slab On Grade Changes an	d instructions and drawings p	ertinent thereto.
2.	This Quotation has been priced in accordance adjustment if authorization to incorporate sub			t ta
3.	3 Calendar days extension of Con	tract Time is requested by this C	uotation.	
4.	This Quotation is in the amount of	\$68,749.46		
5.	Description: The cost impacts associated wit	h the received revised Foundation	on Plans for the Column chan	ges from SCS.

ltem	Subcontract		Quantity	Units		Unit Price	Amount
1	Demcon Concrete Contractors		1	ls	\$	58,324.04	\$ 58,324.04
	·····						
	· · · · · · · · · · · · · · · · · · ·						
			···· ··				
	·			SUBTOTAL			\$ 58,324.04
				SUBTUTAL			\$ 20,324.04
	· · · · · · · · · · · · · · · · · · ·		Liability & Builders Ris	k Insuranc	e	2.50%	 \$1,458.10
			Overhead (5%) and	Profit (10%	5)	15.00%	\$8,967.32
		TOTAL					\$58,749.46
Enclo	sures are:						
1.	Cost of Work Estimate Dated:	N/A					
Z.	Subcontractor Quotations;	Demcon Concrete Contractors					

NOTE: Owner's acceptance (below) of this Quotation on Change of Work constitutes a CHANGE ORDER authorizing Cambridge Companies, Inc to proceed immediately with the above described change for the amount quoted (if any) and/or the extension of time to issue Subcontract supplements and to incorporate such amount, time and change into billings and contract documents as a requested (if any), to issue Subcontract supplements and to incorporate such amount, time and change into billings and contract documents as a CHANGE ORDER to the Contract Documents.

1

OWNER'S ACCEPTANCE				
Owner:	FC C			
Auth. Rep.:	IMGO SHILE			
Date:	6/19/2022			
1.dele				

Cc. 1-ble 1-field CONTRACTOR ACCEPTANCE

Contractor:	Cambridge Companies, Inc
8γ:	Josh Barnhorst
Date:	06.09.2023

04-000		Slab On Grade		1		
04-001	Labor	Supervision				
04-002	Labor	Carpenter	52.00	83.7	4353.96	Layout added slip dowels & QC
						Pour 299 extra yards
04-100	Material	Concrete	252,95	190.00	48060.50	Extra 299 yards
04-206	Equipment	Pumping	252,95	18.00	4553.10	Pumping 299 extra yards
1					56967.56	
09-000		Direct Overhead				····
09-001	L	Supervision	3.00 Da	ays	2250.00	760 Per Day
09-403	o	Field Office, Storage Bins	3.00 Da	ays	87.00	29 Per Day
09-404	0	Telephones - Jobsite	3.00 Da	ays	42.00	14 Per Day
09-406	0	Vehicle/Equipment Expense	3,00 Da	ays	498.00	166 Per Day
09-411	0	Travel/Per Diem	3.00 Da	ays	1809.00	603 For 4 men Per Day
					4686.00	

DENICON	"Printing Discosts Fairborn"	CHANGE REQUEST AND OWNER APPROVAL		
Project Name:	FCC WPWMA Recycling Building Project	Change Request #	2	
Approval requested from:	CAMBRIDGE COMPANIES	Date:	06/16/23	
		Project Number:		

Please approve the following change issue by your signature below. This proposal is valid 5 days. Your prompt approval is important to the progress of the job. This work is not proceeding pending your approval.

Com	Description : DEScreption of work point		Ciril
	Phase 1 -Coordination & Pla	an Review Comments Dated 5-18-2023	
	Slab	Plan Changes	
	Slab thickness	s changes tótal 253 yards	56,967.55
			2 4
	De	rect Overheied	4,688.00
	Stab Crec	oit & Rebar @ Ramp	(10,937.00)
-	SCHEDULE IMPACT:	Sense	50,716,56
The Contr	act Completion Date shall be (Pick One):	Gan, Circlines	0.00% Included
	MOREASED 3 Days	Fired Without	0.00% Included
	DECREASED Days.	Desmand & Fee 1	5.00% 7,607.48
	Not Affected at all by this change.	Band Printers	0.00% Included
_	This change may affect the Contract Completion Date but	TOTAL COST THIS CHANGE REQUEST	\$8,324,04
21	She total impact cannot be determined at this time. Additional This Change Request flaws the cost only. Other:	al léformation will be provided as soon as it is available.	

AGREED AND ACCEPTED

Upon signature by Owner, this document will serve as written authorization to proceed with the above work at the amounts shown. A contract change order shall be prepared to finalize this change.

CAMBRIDGE COMPANIES	DEMCON CONCRETE CONTRACTORS
14201 N. 87th Street, Suite 135 Scottsdale, AZ 85260	13795 Blaisdell Place, Suite 202 Poway, CA 92064
By	By: Toolei Talataina
Date:	Date: #16/23

Robert Sandman

From: Sent: To: Subject: Robert Sandman Friday, July 14, 2023 5:11 AM mweber@downeybrand.com Western Placer Waste Management Authority

July 14, 2023

Matthew J. Weber Downey Brand LLP 3425 Brookside Road, Suite A Stockton, CA 95219 mweber@downeybrand.com

Dear Mr. Weber:

This message will confirm that the Western Placer Waste Management Authority has no objection to FCC Environmental Services, LLC and/or FCC Environmental Services California, LLC conducting the subcontractor substitution hearing described in the July 13, 2023 letter to you from counsel for Skutley Contracting Corporation

Please let me know if you have any questions.

Regards.

Robert K. Sandman Assistant Authority Counsel Western Placer Waste Management Authority Placer County Counsel's Office 175 Fuweiler Ave. Auburn. CA 95603 Ph (530) 889-4044 reandman@placer.ca.gov

х.

COOK BROWN LLP

August 9, 2023

SENT VIA USPS AND ELECTRONIC MAIL

Ken Grehm Executive Director Western Placer Waste Management Authority 3013 Fiddyment Road Roseville, CA 95747 *info@wpwma.ca.gov*

Re: WPWMA Facility Improvements: Skutley Contracting Corporation's Request for Hearing

Dear Mr. Grehm:

Skutley Contracting Corporation ("SCC") has previously notified Western Placer Waste Management Authority ("WPWMA") of its objections to Cambridge Companies, Inc.'s ("Cambridge") request to substitute SCC from the WPWMA Facility Improvements Project ("Project"), and its objections to the claimed authority of FCC Environmental, Inc. ("FCC") to rule upon Cambridge's request. Notwithstanding these objections WPWMA allowed Cambridge's request to substitute SCC to be decided by FCC, the "Contractor" for performance of the "Agreement for Design-Build Services" for the construction of the Project.

On August 4, 2023, FCC issued its "decision with regard to Cambridge Companies, Inc.'s request to substitute Skutley Contracting Corporation," stating that either party could request the matter go before the Board. SCC hereby requests a hearing *de novo* before the Board.

For the sake of clarity, SCC confirms that it considers the record to include the following documents:

• June 16, 2023, letter from Matthew J. Weber to SCC.

• June 23, 2023, letter from Stephen McCutcheon to WPWMA and FCC and Declaration of Joe Skutley with attached exhibits.

• July 7, 2023, letter from Matthew J. Weber to Eileen Diepenbrock and Stephen McCutcheon.

• July 13, 2023, letter from Stephen McCutcheon to WPWMA and Matthew Weber.

- July 14, 2023, letter from Eileen Diepenbrock to Matthew Weber and WPWMA.
- July 18, 2023, letter from Stephen McCutcheon to Matthew Weber and WPWMA and exhibits.
- July 18, 2023, letter from Eileen Diepenbrock to Matthew Weber and WPWMA and J. Barnhorst Declaration and exhibits.
- August 4, 2023, decision by Joel Blake on behalf of FCC.

SCC reserves the right to submit additional documents and testimony to the Board prior to any hearing on Cambridge's request for substitution.

Sincerely,

COOK BROWN, LLP

Stephen R. M utcheon, Jr.

cc: Matthew J. Weber (FCC) <u>mweber@downeybrand.com</u> Eileen Diepenbrock (Cambridge) <u>(emd@diepenbrock.com)</u> August 4, 2023

Eileen Diepenbrock DIEPENBROCK ELKIN DAUER McCANDLESS LLP 555 University Avenue, Suite 200 Sacramento, CA 95825 Stephen R. McCutcheon, Jr. COOK BROWN, LLP 2407 J Street, Second Floor Sacramento, CA 95816

emd@diepenbrock.com

smccutcheon@cookbrown.com

Re: Cambridge Companies, Inc.'s Request to Substitute Skutley Contracting Corporation

Ms. Diepenbrock and Mr. McCutcheon:

Attached please find the decision with regard to Cambridge Companies, Inc.'s request to substitute Skutley Contracting Corporation.

I. <u>PROCEDURAL BACKGROUND</u>

On June 12, 2023, Brian Young from Cambridge Companies, Inc. ("Cambridge") sent a letter to FCC Environmental Services California, LLC ("FCC") requesting to substitute Skutley Contracting Corporation ("Skutley") as a subcontractor on the Western Placer Waste Management Authority ("WPWMA") Recycling Center Improvement Project (the "Project"). Mr. Young's letter enclosed as support for its request a June 12, 2023, declaration of Lenny Zelms, the Director of Preconstruction for Cambridge. WPWMA requested that Joel Blake, the General Counsel of FCC Environmental Services California, LLC, act as the hearing officer.

On June 16, 2023, Skutley was provided with notice of Cambridge's request, a copy of Mr. Young's letter and Mr. Zelms declaration, and provided five working days to submit a written objection, pursuant to Public Contract Code section 4107. On June 23, 2023, Skutley, provided a written objection to Cambridge's request to substitute it as a subcontractor, and included with its objection the declaration of Joe Skutley, the Owner of Skutley. On July 7, 2023 FCC provided notice to Cambridge and Skutley setting the hearing on Cambridge's substitution request on July 20, 2023.

At the request of Skutley and Cambridge on July 14, 2023, FCC sent a letter requesting that the parties submit any additional evidence or argument relating to the substitution by 2:00 pm on July 18, 2023. On July 18, 2023, Cambridge submitted a letter from Eileen Diepenbrock in support of its request to substitute Skutley, along with a declaration of Joshua Barnhorst, the Project Manager for Cambridge. Skutley submitted a letter from Stephen McCutcheon in support of its objection to the substitution request.

On July 20, 2023, a hearing on the substitution was held and Joel Blake acted as the hearing officer. Eileen Diepenbrock and Nicholas Brummel appeared as counsel for Cambridge. Also present for Cambridge was Mr. Barnhorst. Stephen McCutcheon appeared as counsel for Skutley. Also present for Skutley was Mr. Skutley, and Chris Worth, a subcontractor of Skutley, was present for a part of the hearing.

Mr. Blake heard argument from counsel for Skutley and Cambridge and then Mr. Barnhorst provided testimony on behalf of Cambridge in support of the request to substitute. Mr. Skutley provided testimony on behalf of Skutley in objection to the request.

After providing testimony, counsel were provided the ability to provide additional argument and confirmed they had no more evidence to submit. The matter was deemed submitted to Mr. Blake for decision at the conclusion of the hearing on July 20, 2023.

II. FACTUAL BACKGROUND

Cambridge bid on the Project as a general contractor. As part of preparing its bid, Cambridge set up a document depository that it shared with subcontractors it invited to bid on the Project. The document depository included the bidding documents, addenda, and contract documents. The information in the depository also included the project sequence and project schedule, including the project milestones. Skutley was provided access to the document depository and downloaded the documents in the depository starting on February 15, 2023.

On March 17, 2023, Skutley submitted a bid to Cambridge to perform the concrete portion of the Project. In its bid to FCC, Cambridge listed Skutley as a subcontractor to perform the concrete portion of the Project.

After Cambridge was determined to be the low bidder, on March 27, 2023, Cambridge notified Skutley it would be using Skutley for the concrete portion of the Project. Then, on April 18, 2023, Cambridge sent Skutley a proposed subcontract for the Project. According to the testimony of Mr. Barnhorst, the proposed subcontract was based upon the bid documents. Moreover, the proposed subcontract was for the scope of work provided in Skutley's proposal and for the same price as in Skutley's proposal. Skutley and Cambridge had some back and forth regarding the contract language, including a call between Joe Skutley and Cambridge's legal counsel.

At the same time the parties were discussing the subcontract language, Skutley was meeting with Cambridge and e-mailing Cambridge requesting the final Issued For Construction drawings. Skutley was requesting these drawings due to the fact that at bid time the drawings used for bid purposes were not the final Issued for Construction drawings. Ultimately, the Issued for Construction drawings—or at least a portion of them—were provided to Skutley on May 5, 2023.

Subsequently, on May 15, 2023, Skutley sent Cambridge an e-mail outlining what Skutley believed were its understanding of the project complexities. Skutley outlined five issues in its e-mail, and with each item it sought an increase in its bid price. Skutley indicated in its e-mail that if Cambridge wanted to enter into a contract with Skutley, then "the project will need to be Rebid with Real Time/Current Information." Cambridge took the May 15, 2023, e-mail as Skutley's refusal to sign a subcontract.

After the May 15, 2023, e-mail from Skutley, Cambridge sought out other subcontractors as it believed Skutley was refusing to sign a subcontract. Cambridge did not provide those other subcontractors Skutley's bid—it only provided the same bid documents that it had provided to Skutley prior to bid. Ultimately it received a bid from Demcon for \$52,000 more than Skutley's bid.

Cambridge now seeks to substitute Skutley pursuant to Public Contract Code section 4107(a)(1), and Skutley opposes being substituted.

III. <u>LEGAL ANALYSIS</u>

A. FCC's Authority to Act As A Hearing Officer.

FCC is contracted with WPWMA to operate the Recycling Center and Landfill. Moreover, FCC agreed to provide upgrades to Recycling Center and Landfill for which it selected Cambridge to perform a portion of the work, after accepting bids from various contractors. As part of its bid to FCC, Cambridge listed Skutley as a subcontractor on the Project. Now, Cambridge has requested to substitute Skutley as a subcontractor pursuant to Public Contract Code section 4107. WPWMA requested FCC as the Operator of the facility, and as well as the entity that has more knowledge of the Project to oversee the substitution hearing. Skutley objects to Mr. Blake overseeing the hearing arguing that FCC is not an "Awarding Authority" or "Authorized Officer" under Public Contract Code section 4107, and thus cannot oversee the hearing. Skutley further argues that FCC, unlike a public owner, is not "interested in obtaining the results contracted for, which in this situation is to obtain a fully constructed facility within the time set forth in the Design-Build Agreement." (McCutcheon July 18, 2023 Letter.) And, thus it should be conflicted out of overseeing this substitution request.

The Hearing Officer has considered Skutley's objections and finds that there is no basis to find the Hearing Officer cannot oversee the substitution hearing. Public Contract Code section 4107 provides that a public agency is entitled to appoint an agent to handle a substitution hearing under section 4107. (See JMS Air Conditioning & Appliance Service, Inc. v. Santa Monica Community College Dist. (2018) 30 Cal.App.5th 945, 957 ["Nothing in the record, nor the Act's history, nor its overall structure suggests that preventing an awarding authority's agent from conducting a substitution hearing might help combat bid shopping or bid peddling."].) The Hearing Officer was delegated the task by WPWMA to handle the substitution hearing, given his background in construction and knowledge of the Project. Furthermore, contrary to the allegations of Skutley, FCC as the Operator of the facility for potentially the next 20 years, does have the same incentive as any other public agency. Given that FCC will be the Operator of this facility for the next 20 plus years, it does have a substantial incentive in ensuring that the work is completed in a professional and workmanlike manner, in accordance with the plans and specifications, as well as that it is timely completed. FCC is not like a general contractor who is simply building a project and will walk away as soon as the project is completed. FCC-like a public owner-will have to operate and maintain the facility after construction for many years to come. FCC's interests are the same as any public owner.

Furthermore, the Subletting and Subcontracting Fair Practices Act (the "Act") express and singular purpose is to prevent bid shopping and bid peddling. (*JMS, supra,* 30 Cal.App.5th at p. 958.) Here, FCC in is the same position as any public agency in a substitution hearing. It has a lump sum contract with Cambridge, pursuant to which Cambridge is required to timely complete the Project in accordance with the plans and specifications. There is nothing to indicate that FCC, or the Hearing Officer, have any incentive to overlook any bid shopping or bid peddling. Finally, the court in *Synergy Project Management, Inc., v. City and County of San Francisco* (2019) 33 Cal.App.5th 21, did not find any conflict when a public agency can demand removal of a subcontractor, prosecute the hearing to substitute the subcontractor, as well as oversee and rule on the hearing. Given that a public agency does not have a conflict ruling on its own substitution request, the Hearing Officer does not see any basis to claim FCC who has no interest in the

substitution of Skutley, other than the same interest as any other project owner or operator, cannot oversee this hearing. (*Id.* at p. 35-37.)

B. Substitution Under Public Contract Code Section 4107 (a)(1).

Cambridge seeks to substitute Skutley pursuant to Public Contract Code section 4107 (a)(1), which provides:

When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based on the general terms, conditions, plans and specifications for the project involved or the terms of that subcontractors written bid, is presented to the subcontractor by the prime contractor.

Cambridge claims that it presented Skutley with a subcontract for the work specified in Skutley's bid and for the price in Skutley's bid, and after having a reasonable opportunity to do so, Skutley failed or refused to execute a subcontract with Cambridge. Skutley disputes Cambridge's claim, and argues that Cambridge never presented it with a subcontract that complied with all of the terms of Skutley's bid. Skutley claims that, by listing Skutley, Cambridge is required to accept all of Skutley's bid terms, citing *Flintco Pacific, Inc. v. TEC Management Consultants, Inc.* (2016) 1 Cal.App.5th 727.

On February 15, 2023, and again on February 20, 2023, Skutley downloaded Addendum No. 1, from Cambridge's download site. Addendum No. 1 included the General Conditions for the Project, as well as the Project milestones, and the proposed contract between Cambridge and FCC. Additionally, between February 14, 2023 and March 16, 2023, Skutley downloaded the available Project plans. (Barnhorst Ex. 1.) On March 17, 2023, Skutley provided a bid to Cambridge to perform the concrete work for the Project. (Skutley Ex. 1.) Skutley's proposal broke down the different scopes of concrete work it was proposing to perform and provided a price for each. It proposed to do the following work: C&D Compressor Office Building concrete for \$2,988,140.00; Maintenance Building concrete for \$311,711; C&D site concrete for \$597,830; ADA and Civil site concrete \$402,533; and Maintenance site concrete \$181,577, for a total of \$4,480,791.00. Skutley also proposed a deduct of \$93,457.00, if the Push Wall was removed. (Skutley Ex. 1.)

Cambridge in its bid to FCC listed Skutley as its proposed concrete subcontractor. On March 27, 2023, after bid opening and after Cambridge was determined to be low bidder, it sent Skutley a letter of intent indicating it was Cambridge's intent to use Skutley as the concrete subcontractor on the Project for a subcontract price of \$4,387,334, which was Skutley's price including the deduct of the Push Wall.

On April 18, 2023, Cambridge sent Skutley a written subcontract. The scope of work specified in the proposed subcontract was concrete, and Exhibit A to the subcontract listed the same scope of work that Skutley listed in its proposal. (Barnhorst Ex. 4.) The price in the subcontract was \$4,387,334.00, which is the price in Skutley's proposal, including the deduct for removal of the Push Wall. (Barnhorst Ex. 4 ¶6.1; & Ex A.) Furthermore, the subcontract Exhibit A, Scope of Work, references the "contract documents provided by Cambridge Companies, Inc. and designed

by SCS Engineers, Asplundh Engineering Associates, Arcon Structural Engineers, Terry Engineering, Ko Architects, per bid documents . . ." (Barnhorst Ex. 4.)

At the time the Project bid, the final Issued for Construction drawings had not been issued. Thus, beginning in April, Skutley began requesting the Issued for Construction drawings from Cambridge. On May 5, 2023, the Issued For Construction Drawings were provided to Skutley.

On May 15, 2023, approximately one month after being provided with the subcontract and after his review of what portion of the Issued for Construction drawings he had been provided, Joe Skutley sent an e-mail to Cambridge providing a list of what he called the "current understanding of the projects complexities." Mr. Skutley's May 15, 2023, e-mail went through about five separate items Mr. Skutley believed were issues on the Project. Mr. Skutley provided a cost increase Skutley was seeking for each item and the total additional funds requested were \$950,877. Mr. Skutley's e-mail went on to state, "If CCI is desiring SCC to enter into a Contractual Agreement preceding sufficient Project Documents the project will need to be Rebid with Real Time/Current Information."

Cambridge took the May 15, 2023, e-mail as a refusal by Skutley to sign the subcontract. Mr. Skutley testified at the hearing that his May 15, 2023, e-mail was not a refusal to sign a subcontract, but simply an e-mail to highlight issues with the Project to further negotiations with Cambridge. Skutley argued that it never refused to sign a subcontract, because it was never given any indication by Cambridge that the subcontract was "its last best and final" offer.

Mr. Barnhorst, the Project Manager for Cambridge testified at the hearing that Cambridge prepared the subcontract it sent to Skutley based on the Project documents available at bid time. Mr. Barnhorst further testified that the schedule provided as Exhibit D to the subcontract had the same durations and sequencing as outlined in the bid documents provided to Skutley. Mr. Barnhorst testified that the Issued For Construction documents were not the basis of the subcontract, and that Cambridge recognized that if the Issued For Construction documents changed Skutley's work, it could request a change order per the terms of the subcontract.

Based on the evidence presented at the hearing, including, but not limited to, the testimony of Mr. Skutley and Mr. Barnhorst, the Hearing Officer finds that Skutley refused to sign a subcontract, that was based upon the general terms, conditions, plans and specifications for the Project. Mr. Skutley's May 15, 2023, e-mail makes an unequivocal statement that if Cambridge desires Skutley to sign a subcontract, "the project will need to be Rebid with Real Time/Current Information." That statement indicates that Skutley is not signing the subcontract provided by Cambridge, unless Skutley gets to provide an updated bid number. Nothing requires Cambridge to follow up Skutley's unequivocal statement with a further demand that Skutley sign the subcontract. Even if Skutley had not refused to sign it. The evidence supports the finding that Cambridge provided Skutley a subcontract that contained the scope of work specified in Skutley's bid as well as the price specified in Skutley's bid. And that the subcontract was based on the general terms, conditions, plans and specifications for the Project.

Therefore, Cambridge is entitled substitute Skutley pursuant to Public Contract Code section 4107(a)(1).

Skutley argues that the subcontract provided by Cambridge was not consistent with Skutley's bid proposal and, therefore, Skutley cannot be substituted for failing to sign a subcontract. Skutley

claims under *Flintco* by listing Skutley Cambridge had to accept all of Skutley's bid conditions, including, its exclusions. *Flintco*, is not applicable because it was a case dealing with whether a subcontractor could be held to its bid price under the theory of promissory estoppel, not a subcontractor substitution, under Section 4107. (*Flintco, supra*, 1 Cal.App.5th at 730.) In *Flintco*, the subcontractor (TEC) submitted a written bid to the general contractor (Flintco) to perform glazing work for \$1,272,090 on a project to construct a new building at Diablo Valley College. (*Id.* at p. 729.) The bid contained terms and conditions that affected the bid price, such as a deposit of 35% of the bid amount to lock in prices with suppliers. (*Id.* at p. 730.) Other conditions included that the bid could be withdrawn if not accepted within 15 days, and that the proposed price was subject to a 3% minimum escalation, per quarter, after the 15-day acceptance period. (*Ibid.*)

Flintco used TEC's bid price in compiling its own bid to the owner, but admitted on bid day it disregarded the terms and conditions in TEC's bid. (*Id.* at p. 729.) After Flintco was awarded the contract, it sent a standard-form subcontract to TEC that differed materially from its bid. (*Ibid.*) TEC refused to enter the subcontract. (*Id.* at p. 730.) Flintco hired another subcontractor to complete the work and sued TEC on a theory of promissory estoppel for \$327,050, the difference between TEC's bid and contract price paid to the replacement subcontractor. (*Ibid.*) The Court of Appeal found that Flintco could not pursue a promissory estoppel claim against TEC, because Flintco did not reasonably rely upon TEC's bid to its detriment, since Flintco's reliance on the bid price alone, without the conditions was not reasonable. (*Id.* at p. 735.) The Court found that Flintco's subcontract to TEC was a counter offer to TEC's bid, and thus Flintco lost the power to accept TEC's bid. (*Id.* at p. 736.) *Flintco*, did not, however address the language of Section 4107, or even mention the Act.

As outlined above, the substitution of Skutley is governed by the language of section 4107 (a)(1), which provides the subcontract must be "for the **scope** of work specified in the subcontractor's bid and at the **price** specified in the subcontractor's bid, when that written contract, based on the **general terms, conditions, plans and specifications for the project** involved **or** the terms of that **subcontractors written bid** . . ." Section 4107 (a)(1) calls out that the subcontract must contain the price of the subcontractor's bid and the scope from the subcontractor's bid. It then says it must contain the general terms, conditions, plans and specifications for the Project **or** the terms of the subcontractors written bid. It does not mandate that all terms of the subcontract contains the general terms conditions, plans and specifications for the project or the terms of the subcontract, only the price and scope. Provided the subcontract contains the general terms conditions, plans and specifications for the project, or the terms of the subcontractors written bid. Here the subcontract met the former condition.

Interior Systems, Inc. v. Del E. Webb Corp. (1981) 121 Cal.App.3d 312, 317, which is relied upon by Skutley, supports the above conclusion. In *Del E. Webb*, a general contractor listed defendant as a subcontractor in its bid to the public agency. The subcontractor's bid contained various exclusions. After the general contractor was awarded the project it provided a written contract to the subcontractor, which did not include the exclusions contained in the subcontractor's bid. (*Id.* at p. 314.) The subcontractor refused to sign and therefore the general requested that the subcontractor be substituted. In considering the propriety of the substitution the Court of Appeal stated [T]he content of the pleading discloses a fact on which permission may be given by the administrative authority, i. e. failure to sign a subcontract. Although not containing the terms of appellantsubcontractor's bid, the written contract submitted to appellant was 'based upon the general terms, conditions, plans and specifications for the project involved' and which respondent used in its bid on the prime contract. Failure to sign such a contract when tendered is ground on which the public agency may give permission to substitute.

(Id. at p. 317 (bold added).)

As the Court found in *Del E Webb* the subcontract presented to Skutley need not include all of Skutley's exclusions from its bid, provided it is "based upon the general terms, conditions, plans and specifications for the project involved". (*Id.* at p. 317.) As outlined above, the Hearing Officer finds that the subcontract presented to Skutley met that criteria and thus Skutley's refusal to sign is a basis for its substitution.

IV. CONCLUSION

After having had a reasonable opportunity to do so, Skutley refused to execute a written subcontract for the scope of work specified in Skutley's bid at the price specified in the Skutley's bid, when that written subcontract was based on the general terms, conditions, plans and specifications for the Project. Therefore, under Public Contract Code section 4107(a), Cambridge is entitled to substitute Skutley as a subcontractor on the Project.

As outlined above, the Hearing Officer had authority to conduct this hearing. However, should either party believe this matter needs to be considered by WPWMA Board of Directors, they can—within five business days of the date of this Ruling—notify the Executive Director of WPWMA at 3013 Fiddyment Road Roseville, CA 95747, and <u>info@wpwma.ca.gov</u>, in writing that they are requesting this matter go before the Board.

Very truly yours,

Joel Blake

DOWNEYBRAND

June 16, 2023

VIA EMAIL - JOE@SKUTLEYCONTRACTINGCORP.COM CERTIFIED MAIL - RETURN RECEIPT REQUIRED

Joe Skutley SKUTLEY CONTRACTING CORPORATION 1282 Stabler Lane #630-107 Yuba City, CA 95993

Re: Request for Substitution by Cambridge Companies

Dear Mr. Skutley:

This letter is to provide notice that Cambridge Companies, Inc., has requested to substitute Skutley Contracting Corporation as the concrete subcontractor on the project for the Western Placer Waste Management Authority project. Enclosed you will find a letter and declaration from Cambridge Companies that outlines the reasons for Cambridge Companies, Inc.'s requests. Please consider this notice pursuant to Public Contract Code section 4107, and, should you object to this request, you have five working days to notify my office to submit your written objections to Cambridge Companies, Inc.'s request.

Per Public Contract Code section 4107, if you do not submit your written objection within five (5) working days, we will consider that consent to the request.

Very truly yours,

DOWNEY BRAND LLP

Mh

Matthew J. Weber

MJW:bs

Enclosures

cc: Stephen R. McCutcheon, Jr. - via e-mail - <u>smccutcheon@cookbrown.com</u>



June 12, 2023

Via Email: Andrea.Rodriguez@fccenvironmental.com

FCC Environmental, Inc. 3013 Fiddyment Road Roseville, CA 95747

> Re: WPWMA Facility Improvements: Formal Request for Substitution of Listed Subcontractor

Dear Andrea:

Please accept this letter formalizing, pursuant to California Public Contract Code section 4107, Cambridge Companies, Inc.'s ("Cambridge") May 31, 2023 request to substitute Demcon Concrete Contractors Inc. ("Demcon") in place of Skutley Contractors Corporation ("Skutley") as the concrete subcontractor for the facility improvements being performed by FCC Environmental Services ("FCC") on behalf of the Western Placer Waste Management Authority ("WPWMA"). In support of this request, Cambridge submits the enclosed declaration of Lenny Zelms. Cambridge also relies upon its prior communications with FCC.

As previously discussed, and as set forth below, Skutley should be substituted for several reasons. Additionally, Cambridge understands that WPWMA reviewed Demcon's qualification documents and, on June 1, 2023, confirmed Demcon's suitability to perform concrete work for the facility improvements.

Skutley has Failed to Execute a Compliant Contract and Refuses to Do So.

California Public Contract Code section 4107(a)(1) authorizes the substitution of a listed subcontractor when the listed subcontractor, after having had a reasonable opportunity to do so, "fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid at the price specified in the subcontractor's bid". That is precisely this situation. Skutley repeatedly has refused to honor its bid price and execute a subcontract in that amount. Instead, it now demands a price increase of \$950,837. Declaration of Lenny Zelms ("Zelms Decl.") at P 4.

In addition to demanding a subcontract price nearly \$1 Million more than its bid amount, Skutley has refused to execute a contract with Cambridge unless the contract excludes or modifies terms which are a required part of the Prime Contract and included with Cambridge's bidding instructions. First, Skutley has been unwilling to commit to the Project Schedule as provided in Cambridge's Bid Form dated March 13, 2023. Second, Skutley has refused to sign Cambridge's contract based on its inclusion of a liquidated damages provision. Liquidated damages are called for in FCC's Advertisement for Bids, dated February 3, 2023, and have been included in



Cambridge's bidding documents. Third, and finally, Skutley has demanded a higher markup for its work than the contract and bidding documents called for. Zelms Decl. at **P** 4.

Skutley's claimed excuse for not honoring its bid and demanding contract terms that are contrary to those included as part of the Project requirements is that it supposedly did not have a complete set of project documents, including all of the Prime Contract requirements relating to schedule, sequence and design, when it submitted its bid. In reality, Skutley has had access to these documents via a depository and, in fact, downloaded many documents from the depository prior to providing Cambridge with its bid on March 17, 2023. Zelms Decl. at **P** 2.

Ultimately, Skutley has made clear that it will not enter into a contractual relationship with Cambridge unless the Project is re-bid. It stated in its May 15, 2023 email (attached to the declaration of Mr. Zelms), "If CCI is desiring SCC to enter into a Contractual Agreement preceding sufficient Project Documents the project will need to be Rebid with Real Time/Current Information." Througb multiple emails and telephone calls between Cambridge and Skutley, Skutley has stood firm, refusing to honor its bid price and insisting on the increase in addition to modification, addition, or removal of terms inconsistent with the Prime Contract and bidding documents. Zelms Decl. at P 4.

This conduct justifies Cambridge's request to substitute Skutley under California Public Contract Code section 4107(a)(1).

Skutley is an Irresponsible Bidder.

California Public Contract Code section 4107(a)(9) permits substitution of a contractor where the "awarding authority determines that a listed subcontractor is not a responsible contractor." As set forth in California Public Contract Code section 1103, responsibility involves a bidder's trustworthiness as well as its quality, fitness, capacity, and experience to satisfactorily perform the contract. Skutley's after-the-fact attempts to change fundamental project requirements made available to it prior to its bid, including relating to the sequence of work, project schedule, and design, as well as its demand for contract price nearly \$1 Million above its bid price, supports, at a minimum, that Skutley does not have the ability to perform the work satisfactorily. At worse, it calls into question its trustworthiness. As such, substitution under Public Contract Code section 4107(a)(9) also is justified.

Cambridge's Request for Substitution is Consistent with the Purpose of Public Contract Code section 4107

Public Contract Code section 4107 is part of the Subletting and Subcontracting Fair Practices Act, the purpose of which is to prevent bid shopping and bid peddling. Pub. Contr. Code § 4101. There has been no bid shopping or bid peddling here. In fact, Demcon's subcontract price actually will be higher than Skutley's bid. Zelms Decl. at \mathbb{P} 5. Again, this request is based on the simple fact that Skutley has confirmed it will not enter into a contract for its bid scope at its bid price and in compliance with the Prime Contract and Cambridge's bidding documents. Moreover, on May 31, 2023, Cambridge provided Demcon's C-8 A Contractor's license (no. 793371), and provided



14201 N 87th Street | Suite 135 | Scottsdale, AZ 85260 500 E Ridge Road | Suite 202 | Griffith, IN 46319 1.866.972.1155 CambridgeCoInc.com

qualification information for Demcon, thereby giving WPWMA the opportunity to investigate and approve them as the replacement subcontractor. Demcon is registered as a Public Works Contractor (no. 1000005204).

For these reasons, and the reasons set forth in its May 31, 2023 substitution request, Cambridge respectfully requests that WPWMA grant its request to substitute Demcon for its listed subcontractor IRP on this project.

We understand that, pursuant to California Public Contract Code section 4107, FCC will need to provide formal notice of this request to Skutley. Cambridge will be pleased to answer any questions in advance of, or in response to that formal notice.

Thank you very much.

Very truly yours,

Bryan Young Vice President Cambridge Companies, Inc.

Enclosure: Declaration of Lenny Zelms

cc: Eileen M. Diepenbrock, Esq.

DECLARATION OF LENNY ZELMS

IN SUPPORT OF CAMBRIDGE COMPANIES, INC.'S

REQUEST TO SUBSTITUTE LISTED SUBCONTRACTOR

I, Lenny Zelms, declare as follows:

1. I am the Director of Preconstruction for Cambridge Companies, Inc. ("Cambridge"). I was personally involved in overseeing the preparation of Cambridge's bid for facility improvements being performed by FCC Environmental Services ("FCC") on behalf of the Western Placer Waste Management Authority ("WPWMA"). I submit this declaration in support of Cambridge's request to substitute Demcon Concrete Contractors Inc. ("Demcon") in place of Skutley Contractors Corporation ("Skutley") as the concrete subcontractor for the WPWMA facility improvements (the "Project").

2. Prior to bid day, Cambridge set up a document depository with an invitation for bids to subcontractors. Through that depository, the subcontractors had access to documents for the Project, including bidding documents, addenda, and contract documents. The information in the depository also included the project sequence and project schedule, including its milestones. The document depository tracks who has downloaded documents, what documents were downloaded, and when they were downloaded. I personally have that record and saw that Skutley downloaded documents from it on February 20, and March 16, 2023. A true and correct copy of screenshots that I took from the depository is attached hereto as Exhibit 1.

Skutley submitted its bid to Cambridge on March 17, 2023.

4. On March 27, 2023, Cambridge provided Skuttey with a Letter of Intent indicating its intent for Skutley to perform concrete work for the Project. Thereafter, Cambridge reached out to Skutley with a contract which included a price for Skutley's work consistent with its bid. After various communications with Skutley in which it consistently rejected key subcontract provisions, on May 15, 2023, Skutley sent Cambridge an email dated May 15, 2023, demanding a contract price increase of \$950,837. Additionally, Skutley stated it would not commit to the Project sequence or schedule or to a contract which called for liquidated damages, and stated it would require 15% markup for its work, a higher number than contemplated at the time of its bid. Skutley also complained about the project design. Skutley expressly stated that it would not enter into a contractual relationship with Cambridge unless the Project is re-bid: "If CC1 is desiring SCC to enter into a Contractual Agreement preceding sufficient Project Documents the project will need to be Rebid with Real Time/Current Information." A true and correct copy of Skutley's May 15, 2023 email is attached hereto as Exhibit 2.

5. Only after Cambridge was unable to come to agreement with Skutley about it honoring its bid price and honoring terms required by the Prime Contract and Cambridge's bidding documents did Cambridge seek formal substitution of Skutley with Demcon. At no time did Cambridge attempt to get Skutley to lower its bid price or engage in any bid shopping or bid peddling. Indeed, Demcon's subcontract price is higher than Skutley's bid. Cambridge's May 31, 2023, letter included Demcon's contractor's license number and qualification documents so that WPWMA could research Demcon. On June 1, 2023. WPWMA approved that Demcon would be an appropriate substitution.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this 12th day pf June 2023.

Lenny/lelms

Exhibit 1

Project Information Home Page – which references contractual completion dates:

-	giornali -							
- 6	torther .	6A195						
	HELDWE	- May van 29 als an 2 mar was (202						
0	OC ATTING	2 11 T MALE & CALL & CA						
	distance of	4212						
	of Wate	Press and united and and a second state of the						
	to-this birts Due	Final ARC 2000 MR FORM PRACTIC						
Taken the factor was a close to come the come of the c								
	aperted Peints	The second s						
	report Size	Value in the						
	-iNhist	23 byleen						
	and the second	hard har a						
		The capped in eligiburity sing on the PC, matching in group Derivative static programmers are proved to can be be been used for a second state of the second state of						
		we have a subject to be a set to be a set of a set and a set a set of the set						
		This profiling probability to the birth the present of the limit of the left that the Trick of the property the provided that the the birth of the trick of the trick of the limit of the trick of the t						
		The project large encoded at many the frequencies of her transformation of the project of the pr						
		respective services where the service is the service and the service at the service service service service services and the service services at the service service service services at the service service service service services at the service service service service services at the service service service service service service services at the service servi						
		Script of much bits on all the provided for baseling and the charactery more framework to the construction of the baseling space and party 2010 constant down, frozen, downed down which have been provided party of the construct, characteric separation provide and party 2010 constant down, frozen, downed downed with the baseling approves provided with the construct of separation provide and party 2010 constant down, frozen, downed downed with the baseling approves provided with the construct of separation provided and party 2010 constant down.						
		In party work where you many proceed to the burner of proceed and proceed and proceed to the proceed of the telephone of the relation of the r						
		calments of weak (the type) from the						
		titish atchier atchiem (FST art. towalini) Warth (YA.						
		The state of host for the fits. Bestin: Place Theor Relappenent former to Difference in providents of theorem and basis. 1. Theory 1 - Zee Truck as approximately at this of the 142 for an 142 for an and cance View and cance View and cance View and the View (VIII)						
		 Prane 2 - Community on the second second lattice (ALP) approximately appr						
		 Hans 1 - Construct Adde assessments in an energy protong laborated office proton 						
		4. Howard 4 - Electronic Topology and an application of a second seco						
		North States (1997) A commentation of the second states of the						
		Print 1. or Switch and Annu Stand Annual A						
		3. Wate 1-180 terrar Longitty. Represent Ly071						
		 Peake 1 - Last piecterial piecketel a piecket (1972) 						
		 Phase L Gkb Investment Wark - Perinter 15, 2013 						
		 Press J. Commission Kill, August 12, 2021. 						
		 Marso J Max Representation, Chromoto D. 2001. Marso D Maximum a Basigney Transition J. 2001. 						
IOT Proot		Documents via Online Plan Room BuildingConnected						
1.0		aff (contributed at the						
		the second se						
		Navi untersation della conserva lla que el vante pel Navi untersation della regione del Annie pell						
		week lating all a strandard wings of week and						
		werk (attend) the damage the part (attend of many part						
	10. 10.000	Rank Lather (12) - PDPER Couching Deny Lengard Week, pull						
		mine Letters/UR - General Discriptionae primited by						
		Werk Letters/2011 Feedback Liters of Brank per-						
		Hilds Letters dat : Doninis frammer, and Malay of Weids and						
	the character of	hards Lattershild - Kanin and Malines Scenario II Workshild Mark Lattershild - Advid Advids - Scenario II Workshild						
	- 10 - Annual of Second Second St	Reph Letters (2) - Maria Maria (2) See Disper Difference (0)						
	The Scipe of	Number Sterner 2015 - Market J., Market D., Samon D., Samon J., Bill Market Lansang (M.) - Mandreign and Excelored Disconstructions and the second disconstruction of the second disconstr						
	in Sope if (a) inspect (a) large of	Barris Lemeny 25 - Melod, Merledy J, Maren Direzen B, Berris J, Bli Barris Lemeny 2011 - Melody and Excitore and Melod Science and Melod Science and Barris Generative - Melodeshi and Melod Melod Science and Melod Lemeny Science (Researcy Science (Researc))						
	 To you of the charge of the charge of the charge of 	Burk Lemens 25 - Mole Merides , Same Desper Blance Lange at meno will burk Lemens 201 - Maning and Deshera Cover Bires (Cover and Meridea) Burk Lemens 25 - Maning Lange at the Same at the second and were Lemens 25 - Maning at Lange Atoms and Burk Lemens 25 - Maning at Lange Atoms and Burk Lemens 25 - Maning at Lange Atoms and						
	in Soperal (R Support R Support R Support	Burch Derrers 2015 - Melo Marinko, L. Kimo Dogoni H. Kernagali and Largenzy 2011 - Standong and Derlands: Standong and Standong and Standong and Standong Chemical Sciences of Sciences of Standong and Standong and Standong Chemical Sciences of Sciences of Standong and Standong and Standong Chemical Sciences of Sciences of Standong and Standong and Standong Chemical Sciences of Sciences of Sciences and Sciences and Sciences Chemical Sciences of Sciences on Language Sciences and Sciences Sciences of Sciences on Language Sciences on Sciences and Sciences of Sciences of Sciences on Language Sciences on Sciences on Sciences on Sciences on Sciences on Sciences of Sciences on Scienc						
	 Steps of the charge of the charge of the strategy of the strategy of the strategy of the strategy of 	Burnh Lemmers (25) - Mol of Mericky L, Minne D, angen B, Barris JJ, Minne J, and Minne J,						
	 Stopp of Stopp of Stopp of Stopp of Stopp of Stopp of Stopp of Stopp of Stopp of Stopp of Stopp of Stopp of Stopp of Stopp of Stopp of 	Burns Dermers 2021 - March Alerkeits J, Meren D, Sanne B, Berns J, Milling M, Hannes M, Hannes V, Hannes M, Barnes M, Barne						
	 Stopp of the Scope of the Scope of the Scope of the Scope of the Antipeda the Antipeda the Scope of the Antipeda the Scope of the Scope of the the Scope of the Scope of the Scope of the Scope of the the Scope of the Scope of the Scope of the the Scope of the Scope of the Scope of the the Scope of the Scope of the Scope of the the Scope of the Scope of the Scope of the the Scope of the Scope of the Scope of the the Scope of the Scope of the Scope of the the Scope of the Scope of the Scope of the the Scope of the Scope of the Scope of the the Scope of the Scope of the Scope of the the Scope of the Scope of the Scope of the the Scope of the Scope of the Scope of the the Scope of the Scope of the Scope of the the Scope of the Scope of the Scope of the the Scope of the Scope of the Scope of the the Scope of the Scope of the Scope of the Scope of the the Scope of the Scope of the Scope of the the Scope of the Scope of the Scope of the Scope of the the Scope of the Scope of the Scope of the Scope of the the Scope of the Scope of the Scope of the Scope of the the Scope of the Scope of the Scope of the Scope of the the Scope of the Scope of the Scope of the Scope of the the Scope of the Scope of the Scope of the Scope of the Scope of the the Scope of the Scope of the Scope of the Scope of the the Scope of the Scope of the Scope of the Scope of the Scope of the the Scope of the Scope	Burch Dimersy (25) - Mole A. Merkely J., Mone Discourse of Herman and Herman A. Merkely J. Herman Discourse of Herman A. Merkely J. Herman Discourse of Herman A. Merkely J. Herman J. Merkely J. Herman A. Merkely J. Herman J. Merkely J. Herman A. Merkely J. Herman A. Merkely J. Herman A. Merkely J. Herman J. Merkely J. H						
	 Soope of Statistical and Statistical Statistical and Statistical Statistical and Statistical	 Burch Letters (20) - Mole A. Merkels 1, Merkel Discussed Barress and Barrek Letters (20) - Merchels J, Barrek D. Sawer Barress and Here and Barrek Vetters (20) - Merchels J, Barrek M. Sawer Barrek D. Sawer Vetters (20) - Merchels J, Barrek M. Sawer Vetters (20) - Merchels M. Sawer M						
	 Stopperd Stopperd<	Burch Derever, 203 - Mark J., Merick J., Merick D., Sterne B., Berne B.,						
	 Stope of GP - Scope of GP - Family GP - Fami	 Burch Limmery 201 - Mark J. Merkel J. Limme Discover Discovery and Here and Executive Terms of Executive Terms of						
	 Stein - Scoper of Strip - Scoper of Stri	 Burch Letters (20) - Mol. Alertado 1, March Burch B. Burch and B. Burch Letters (20) - Burch and B. Burch and						
	 Souge of the Souge of the Souge of the Souge of the Souge of the Souge of the Souge of the the Souge of the Souge of the Souge of the Souge of the Souge of the Souge of the Souge of the Souge of the Souge of the Souge of the Souge of the S	 Burch Letters (20) - Mole A. Merkels 1. More B. Control B. Burch and B. Burch Letters (20) - Burch galaxies and B. Burch a						
	 Song et al. Song et	 Burch Letters (20) - Mol. Alertado 1, March Burch B. Burch and B. Burch Letters (20) - Burch and B. Burch and						
	 Souge of the Souge of the Souge of the Souge of the Souge of the Souge of the Souge of the Souge of the Souge of the Souge of the Souge of the Souge of the Souge of the Souge of the Souge	 Burch Letters (20) - Mole A. Merkely 1. More Desting the internal filling and barch Letters (20) - Mondows Letters (20) - Mondows Letters (20) march (20) and (20) - Mondows Letters (20) - Mondows Letters (20) march (20) and (20) - Mondows Letters (20) - Mondows Letters (20) march (20) - Mondows Letters (20) - Mondows Letters (20) march (20) - Mondows Letters (20) - Mondows Letters (20) march (20) - Mondows Letters (20) - Mondows Letters (20) march (20) - Mondows Letters (20) - Mondows Letters (20) march (20) - Mondows Letters (20) -						
	 Stopp of Stopp of<	 Burch Lement 2013 - Mark A. Merkolis J., Maren D. Carene H. Berner and H. Berner M. Ber						
	 Stopp of the Stopp of the Stopp of the Stopp of the Stopp of the Stopp of the Stopp of the Stopp of the Stopp of the Stopp of the Stopp of the Stopp of the Stopp of the Stopp of the Stopp of the of the Stopp of the Stopp of the Stopp of the Stopp	 Burch Letters (20) - Mole A. Merkely 1. More Desting the internal filling and barch Letters (20) - Mondows Letters (20) - Mondows Letters (20) march (20) and (20) - Mondows Letters (20) - Mondows Letters (20) march (20) and (20) - Mondows Letters (20) - Mondows Letters (20) march (20) - Mondows Letters (20) - Mondows Letters (20) march (20) - Mondows Letters (20) - Mondows Letters (20) march (20) - Mondows Letters (20) - Mondows Letters (20) march (20) - Mondows Letters (20) - Mondows Letters (20) march (20) - Mondows Letters (20) -						

18 ------

Rent Laboration in Community in such

- 11 Absence Munice Study (Suld Special Study), 21 Special Study
- 22 Addressed Kr. A Carlo Scotti, Capital et al. 19 (1975) for Reference (1977) 22 Addressed Kr. Arts. 23 (1) Undated Data their streets and 23 Addressed Kr. Arts. 24 (1) Undated Data their Scott 70 (2) public

- (1) Aphrenium All, 2010 Dr. Lander Count pell.
 (1) Admenium No. 2010 Dr. Technical Specifications (analysis) (1) Admenium No. 2010 Dr. 1, 3: Decrywa (reasing Start: Including PP (1) Admenium No. 2010 Dr. 1, 3: Decrywa (reasing Start: Including PP)

- 10
- Address of the State of The Sta
- 32 Anderson Ka, (2011) Maria Lenner, Physical Ase, McCellin M, 32 Anternan Ka, 1983 N Maria Senera Ring, Mechanical Seneration In: International Systems (2018) (2019) (2019) 104 (2019) 2019

- \approx 4 data was to $202\,M_\odot$ springed but real process ($4\pi p g^2$ \approx 4 modes) and 12π gas of 4π $4\pi^2$ data set up (10 data set of 10 g s 100 . A mode was the 2 free Court 100 g s

-

 Rev Stating to construct the two
 Or a submitting the state Stating on the submitting the state state on the submitting the state state of the sta Addression for 27(2,0) - Up in the Card out or Gargines and gall (1) Addresses for 2012ation of contractor for the contract of a fill of a dimension for a dimension of contract of the dimension of a dimension of a dimension of the dimensi 13 J. J. Schweizer, Ku. 2010. D. - Manuschernell, "Reported Socie Section public in Automation No. 2020; D. - Deleving OperAddition pub-tic - Advention No. 2020; S. - Section 2010. Report J. 101 (2) Addression for 2002/21 - Marcellance Brief Merchan Transmission Mit-Advendum Net 2002/21 - Sphilled Material and Tablety Strategies of Mit-Advendum Net 2002/21 - Sphilled Net Coll (Search) Set 2007 The endlevelope has a public end by explored frequency parts to enderstate his article result of the parameters from how on a just Adjusted by 2011 - Relation (Res 2 - Cost Merc 712), pp. 12 - Adjusted on Rel 4/14 (R) - Optimal Contractor Department, address 22 - Adjusted on Rel 4/14 (R) - VC Optimal Cost Contractors, address 23 - Adjusted on Rel 4/14 (R) - VC Optimal Cost Contractors 20 Second State St La Astronomi Mara (2014) - Mentionen Upfräng prif.
 Astronomi Mara (2014) - Andrew Contraction Generation Unit pel 11 - Antronomi Mara (2014) - Series of Long Types and Concept Distances (2014) 21 - Antronomi Mara (2014) - Series of Long Types and Concept Distances (2014) 12 - Antonisian Wa. 2010/10 - Call Witchiel and G. - Antonisco Hai 2010/10 - Call Witchiel Converse Direct Agency 201 (proving a light) PS-Dene 29 - R/R REFERRED IN CONSERVATION - 19900000 (Including the allement pd (5: Decent PR + Mai Mattident's Countrience Countries - International in History (10) and a last 12 - Dense 279 - FOR MARKENEL (BRAAMPINE TORONTON - WITTERSTORE AV BARRYS (BA

A patient state of a local diversion of a local diversion of the loc

THE VEHICLE WAS ARRESTED AND A REPORT OF A Distantia, Di Middart

1.4.1

.

Exhibit 2

Margarita R. Jakovas

From: Sent:	Joe Skutley <joe@skutleycontractingcorp.com> Monday, May 15, 2023 9:56 AM</joe@skutleycontractingcorp.com>
То:	Joshua Barnhorst
Cc:	Jeff Eriks; Bryan Young; Phillip Frank; Juan Rojas
Subject:	RE: Timeline
Attachments:	Attachment #1 - BCA2301 FCC WPWMA Prime Contract - Redacted.pdf; Attachment #2 - FCC_Addendum_No1.pdf; Attachment #3 - SCC - RFI - Phase I C&D Arch Drawing Request.pdf; RE: WPWMA Recycling Center Construction and Site Improvements - Shop Drawings Cost

Josh,

Thank you for your time on Friday afternoon. It was most helpful to gain a clear understanding of the project's tracking path, much appreciated!

After further consideration & review of the variable(s) currently known, SCC has created a list of the current understanding of the projects complexities. Please see the below list with current logic explained for each item of concern:

1. Prime Contract. Sequence is the primary driver of this document, which was not provided at time of the bidding process. SCC received a copy of the Prime Contract after requesting it on 4/28/20203, then subsequently receiving a copy of the Prime Contract on 5/9/2023. Please see the attached (Attachment #1) which highlights the out of sequence scope as well as the cost/time impact as identified below. Furthermore, SCC is stating our opposition to CCI's position of simply delivering a slab (Without equipment structure walls) to WPWMA as CCI stated in our most recent meeting on 5/10/2023. It is clear, as identified in attachment #1, WPWMA is expecting ALL of the scope included in the yellow highlighted area, including the walls. How can CCI knowingly enter into Contract with SCC without full transparency of the requirements? This is the furthest approach from a partnership.

Cost Impact = \$268,377.00 (This pricing is only for the current C&D phasing as the indicated milestone shown in Attachment #1. Not for other variables outside of C&D).

Time Impact = T.B.D. (Upon receiving a complete set of documents)

2. Liquidated Damages. SCC requested relief of liquidated damages during initial Trade Partner agreement negotiations (As well a specified exclusion), this request was denied in CCl's Trade Partner agreement response received on 5/10/2023. It was clear at time SCC's proposal was provided to CCl on 3/17/2023, this would be a fast paced project (Not accelerated schedule) with several scheduling efforts made throughout the Pre Construction process to identify the critical path in order to obtain the dates specified in Addenda #1 milestones as shown in the attached (Attachment #2. Page 97 of 102 within Addenda #1). Please see the attached (Attachment #2) which shows the aforementioned milestones assuming the "IFC" documents received would be complete. Furthermore, the risk of liquidated damages was expected to be mitigated upon receipt of "IFC" documents provided & upon receipt of the "Permitted" set of documents. These complete permitted documents were not & have not been received by SCC. To date, SCC has received an incomplete set of Structural drawings on 5/5/2023. Cost & Time impacts as identified below:

Cost Impact = \$157,500.00 (This pricing is only for the current C&D phasing as shown in Attachment #1. Not for other variables outside of C&D).

Time Impact = T.B.D. (Upon receiving a complete set of documents)

3. Design Build. This project was advertised for bid as a Hard Bid delivery method. When a Design Team omits several pieces of key information within the aforementioned "IFC" set of documents and the onus falls to the

Trade Partner for a specific division, the project changes into a Design Build delivery method. After conversation between Joe & Josh on 5/12/2023, it was clear this was not expected to be mitigated within the near future. The impact of this Design Build delivery method will be defined below after the following brief explanation; When a Trade Partner needs to request, formally request Architectural Drawings (Please see attached SCC RFI #3 – Attachment #3) to coincide with incomplete currently provided Structural Drawings in order to request Shop Drawings for Form Work & Reinforcement, yet be unprofessionally berated at our meeting held on 5/10/2023 (Not listing the remaining several variables needed to complete this project outside of C&D), this creates a demand of SCC to provide Design Build based questions to complete the Division 3 scope. Cost Impact = \$275,000.00

Time Impact = T.B.D. (Upon receiving a complete set of documents)

4. Accelerated Schedule. This project at it's current state will clearly need to be delivered with a Project Team developed Accelerated Schedule, including all Trade Partners. This will be necessary to alleviate CCI's onus with regards to Liquidated Damages to FCC & WPWMA. This will subsequently create a demand of all Trade Partners which needs to be addressed at the Project Teams earliest opportunity. Furthermore, this type of environment will trickle down to all of SCC's suppliers & Trade Partners to expedite Shop Drawings & Submittals in which SCC will pay a premium to provide to CCI. This should be passed onto WPWMA & the Design Team. Please see the attached (Attachment #4) for use as an individual example of what this project will incur if this concern is left unmitigated.

Cost Impact = \$250,000.00

Time Impact = T.B.D. (Upon receiving a complete set of documents)

 Change Orders. SCC requested a 15% markup on all Change Orders during initial Trade Partner agreement negotiations, this request was denied in CCI's Trade Partner agreement response received on 5/10/2023. With the above concerns stated, SCC is formally requesting the Change Order percentage to be 15%. Please advise.

Furthermore, upon receipt reply of this email this should be discussed as a Team to insure All Trade Partners are equitably understanding of the demands the above concerns create. Please advise. Cost Impact = T.B.D.

Time Impact = T.B.D. (Upon receiving a complete set of documents)

Please review the above list and conclude how CCI would like to coordinate these variables with the Projects Owner and Design Team. If CCI is desiring SCC to enter into a Contractual Agreement preceding sufficient Project Documents the project will need to be Rebid with Real Time/Current Information.

Please feel free to send this correspondence to WPWMA & Design team to allow for a transparent view for the need of a complete set of documents. As this was the perception CCI created at our PreCon Kick Off meeting on 4/13/2023, hence the reasoning SCC has been unable to provided further efforts towards this project. When the IFC set was supplied to SCC on 5/5/2023, it was clear this set of documents is not what it has been, or what is was portrayed to be. Please see PCC code 1104 for further information & support if needed. The timeclock on all Milestones expressed to date shall be reset once the Project Team receives clearly defined direction & documents.

SCC will await CCI's response to this correspondence prior to proceeding with responding to items received in the revised Trade Partner agreement received from Phil Frank on 5/10/2023.

SCC looks forward to a response in which we can build a mutually beneficial & equitable Partnership based upon Honor.

Look forward to your soonest reply.

Let me know if you have any questions.

Thank you

JOE SKUTLEY 530.695.6289 OFFICE 530.695.6290 FAX 916.871.6679 MOBILE JOE@SKUTLEYCONTRACTINGCORP.COM



CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463

This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use, dissemination, distribution, disclosure or copying of this communication is *strictly* prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

From: Joe Skutley Sent: Friday, May 12, 2023 3:20 PM To: Joshua Barnhorst <jbarnhorst@cambridgecoinc.com> Subject: Timeline

Josh,

For your review.

Timeline of events. From Proposal to LOI to receiving the Contract

- 1. SCC provided proposal on 3/17/20203 @ 9:45am
- 2. SCC provided supporting Prebid documents as requested by CCI on 3/20/2023
- 3. CCI produced LOI to SCC on 3/27/2023 @ 2:24pm. Contract to follow shortly thereafter
- 4. CCI sent request for pre con kick off meeting on 4/7/2023 @ 10:23am
- SCC Team members Gerry, Juan & Joe attended above pre con kick off meeting on 4/13/2023, as requested by CCI
- 6. CCI provided SCC the first version of the Contract/Trade Partner Agreement on 4/18/2023 @ 12:35pm
- 7. SCC returned Contract/Trade Partner Agreement to CCI on 4/28/2023 @ 8:18am, with SCC markups
- 8. SCC had a phone conversation with CCI's legal counsel on 5/5/2023 @ 11:00am. At that time CCI's counsel informed SCC there was no executed Prime Contract.
- 9. SCC met with CCI Superintendent onsite on 5/8/2023 @ 9:00am.
- 10. SCC received the Prime Contract on 5/9/2023 @ 10:05am. This Document shows a portion of C&D being completed by 6/15/2023 (Including Curing).
- 11. SCC met with CCI Project Manager & Superintendent on 5/10/2023 @ 7:00am.
- 12. The current Contract value is not Commensurate with the risk of Liquidated damages CCI is seeking, or as listed in the Prime Contract.

Let me know if you have any questions.

Thank you

JOE SKUTLEY 530.695.6289 OFFICE 530.695.6290 FAX 916.871.6679 MOBILE JOE@SKUTLEYCONTRACTINGCORP.COM



CA LIC #982646 * DIR #1000061781 * DUNS #06-573-2219 * CA DGS SB CERT #2013463 * CA DGS SB-PW CERT #2013463

This correspondence is intended only for the use of the individual or entity to which it is addressed and may contain information that is privileged, confidential, proprietary, and exempt from disclosure under applicable law. If the reader of this message is not the intended recipient(s) or the employee or agent responsible for delivering the message to the intended recipient, you are hereby notified that any use, dissemination, distribution, disclosure or copying of this communication is *strictly* prohibited. If you have received this communication in error, please notify us immediately by telephone or email and delete this message forthwith. Thank you for your anticipated cooperation.

COOK BROWN LLP

July 18, 2023

VIA ELECTRONIC MAIL ONLY

Matthew J. Weber Downey Brand, LLP 3425 Brookside Road, Suite A Stockton, CA 95219 <u>mweber@downeybrand.com</u>

Western Placer Waste Management Authority 3033 Fiddyment Road Roseville, CA 95747 <u>kbell@placer.ca.gov</u> <u>eoddo@placer.ca.gov</u>

Re: WPWMA Facility Improvements: Skutley Contracting Corporation's Objection to Substitution

Dear Sirs:

Skutley Contracting Corporation ("SCC") hereby responds to FCC's and Cambridge's letter of July 14, 2023, regarding the hearing set for Cambridge Companies, Inc.'s request to substitute SCC from the Western Placer Waste Management Authority ("WPWMA") Project, and supplements its objection to substitution submitted on June 23, 2023.

FCC Is Not the "Awarding Authority" or "Authorized Officer" and Lacks Authority to Rule on Cambridge's Request

SCC renews its objection to FCC's conduct of the hearing. It remains uncertain precisely whom Mr. Weber represents. According to available public records the Design-Build contract for the Project was initially awarded to FCC Environmental Services, LLC. Ex. 21 (Design-Build Agreement), Ex. 22 (excerpts of July 21, 2022 WPWMA Board Agenda), Ex. 23 (excerpts of August 11, 2022 WPWMA Board Agenda). According to WPWMA's Board meeting agendas, the contract was subsequently assigned to FCC Environmental California, LLC, Ex. 22, and yet the hearing will purportedly be conducted by the General Counsel of "FCC Environmental" leaving the relationships and parties vague.

It is our understanding that FCC (whichever entity it actually is) is the party which executed the Design-Build Agreement with WPWMA for the Project, committing to "provide, furnish, and perform all necessary planning, architectural, engineering, and all other design services of any type, procurement, permitting and support services, construction, cleanup, and all other construction services of any type . . ." necessary for completion of the Project. Ex. 21 p. 1. Thus, FCC is not serving as the awarding body, and is instead serving in the capacity of the public works design-build contractor, and according to the terms and conditions of the agreement is responsible for completion of all aspects of the Project, and subject to liquidated damages if it does not meet the required deadlines for substantial completion and final completion. *Id.* at 3. As it walks like the contractor, quacks like the contractor, it must be the contractor.

Moreover, to facilitate enforcement of the state's prevailing wage laws, the Labor Code requires awarding bodies to give notice of any public works contracts to the Department of Industrial Relations. This notice must include the name and registration number of the contractor and any subcontractors, among other information, using a "PWC 100" form. The PWC 100 form for the Project identifies WPWMA as the awarding body, not FCC. Copied below is an excerpt of the PWC 100 search result which identifies FCC as the "Contractor" for the Project.

D.	Awarding Body/ Development Proponent	Project Name	Site Address	Dates	Classification	County
Project Number: PU62018 DIR Project ID:	Weinner Place Wests Manugement Authority	Matanata Racovery Facility Expension Desen-Eucl Services Amount: \$120,000,000.00	3013 Fickymern Riad Rosevins, CA-95747	Advertised: 04/22/2022 Award: 04/22/2022 Est. Start: 05/01/2023 Est. Comp: 12/14/2025	ELECTRICIANS LASORERS	PLACER
	Cuntractor			Sub Cont	ractor	
PWCR/CSLB/Lic	Name		PWCR/CSLB/Lie	Name		
1000933001	FCC ENVIRONMENTAL S	ERVICES, LLC	1000000912	C.C.D.S. INC	N	
			1000000334	JOHN JACKS	ON MASONIN'	
			1000004145	STUMBAUGH	& ASSOCIATES, INC.	
			1000000168	PACIFIC DEC	CONATIVE CONCRETE.	
			1000021298	TARC CONST	RUCTION, INC.	
			1000061761	SKUTLEY CO CORPORATION	INTRACTING	
			1000003451	FLI. GORDON	CONSTRUCTION INC	
			1000043638	MEM ENGINE	ERING	
			1000004/998	HEX MOORE	GROUP INC.	
			1000006393	ALCAL GLAS	S SYSTEMS INC.	
			1000000011	LAGUNA GO	D MORTGAGE INC.	
			1001000585	ADVANCED (TECHNOLOG	CONSTRUCTION RES	
			1000003277	BAM BULDE	RS ING	

FCC misperceives or misconstrues SCC's identification of FCC's conflicts. FCC does not have the interests of a Project owner or awarding body, even if FCC contends

it has some form of agent relationship with WPWMA. An owner is interested in obtaining the results contracted for, which in this situation is to obtain a fully constructed facility within the time set forth in the Design-Build Agreement. FCC's obligations are to provide the fully constructed facility to WPWMA within the time set forth in the Design-Build Agreement. Thus, WPWMA is entitled to performance, while FCC is obligated to perform. It is not FCC's contract with Cambridge that gives rise to this conflict of interest, it is FCC's obligations under the Design-Build Agreement with WPWMA as the identified design-build contractor that gives rise to FCC's conflict of interest. If FCC's argument had validity, every general contractor on every public work under the Public Contract Code would be judge, jury, and executioner of its own substitution disputes. The Subletting and Subcontracting Practices Act is not structured in that manner.

SCC submits that FCC, as it is not an officer of WPWMA, may not be designated as the hearing officer. Even in such instances where delegation is authorized, the hearing officer may only make a written recommendation for review by the board. Pub. Cont. Code § 4114.

<u>Cambridge's and FCC's Effort to Substitute SCC from the Project Is Subject to the</u> <u>Subletting and Subcontracting Fair Practices Act</u>

Cambridge in its July 14, 2023 letter asserts that the Subletting and Subcontracting Act ("Act") is inapplicable, that this "is a construction project between private entities. . ." and Cambridge has only "followed up with the formal process under Section 4107 purely out an abundance of caution. . ."

There is no question that the Act applies to this Project. This is a "public works contract" within the meaning of Public Contract Code section 1101 as it is "an agreement for the erection, construction, alteration, repair, or improvement of any public structure, building, road, or other public improvement of any kind." FCC contends that FCC "has been delegated the task by WPWMA to handle the substitution hearing." While SCC disagrees with FCC's argument (see discussion above), by making that argument FCC concedes that this is a public works contract to construct an improvement on behalf of WPWMA, and therefore is subject to the Act and that FCC is acting on behalf of the awarding body.

That this is designated by the WPWMA – FCC contract as a "Design-Build Agreement" does not alter the applicability of the Act. Public Contract Code section 6955 regarding design-build procurement expressly provides that "[a]ll subcontractors bidding on contracts pursuant to this chapter shall be afforded the protections contained in Chapter 4 (commencing with Section 4100)." Similarly, Public Contract Code section 22168 authorizing local agency design-build projects provides that "nothing in this article affects, expands, alters, or limits any rights or remedies otherwise available at law." The Invitation to Bid issued by FCC required bidders to provide their "[s]ubcontractor list pursuant to Public Contract Code 4014," (Art. 3, 3.01), including provision of the name, location, and other information pursuant to Section 4104 (Art. 12, 12.02).

Nor may Cambridge avoid the Act through the artifice of claiming that its contract is merely "a construction project between private entities." Public Contract Code section 4105 prohibits such efforts:

Circumvention by a general contractor who bids as a prime contractor of the requirement under Section 4104 for him or her to list his or her subcontractors, by the device of listing another contractor who will in turn sublet portions constituting the majority of the work covered by the prime contract, shall be considered a violation of this chapter and shall subject that prime contractor to the penalties set forth in Sections 4110 and 4111.

Cambridge's argument (and FCC's if it adopts this position) risks both imposition of penalties or termination of the contract by WPWMA, Pub. Cont. Code § 4110, 4111, and discipline by the Contractor's State License Board for the disregard and violation of the Subletting and Subcontracting Fair Practices Act, Bus. Prof. Code § 7110(d).

SCC Reserves the Right to Submit Rebuttal Evidence at the Hearing

As Cambridge is the party seeking substitution, and premises substitution in part on SCC's alleged nonresponsibility, SCC is entitled to notice of the evidence to be submitted against it and the opportunity to respond. SCC's request was for further evidence by Cambridge to be submitted *in advance of the hearing*, providing SCC proper due process and the ability to prepare a response.

When making a determination of responsibility, the awarding body must "notify [contractor] of any evidence reflecting upon his responsibility . . . afford him an opportunity to rebut such adverse evidence, and permit him to present evidence that he is qualified to perform the contract." *See Inglewood-Los Angeles County Civic Center Authority v. Superior Court*, 7 Cal. 3d 861, 871 (1972). In other aspects of competitive bidding, the courts have held that there must be "affirmative safeguards in place to prevent bias and other arbitrary factors from influencing" the integrity of the processes. *Schram Construction, Inc. v. Regents of University of California*, 187 Cal.App.4th 1040, 1059 (2010). The procedures imposed on the competitive bidding and subcontracting processes are "to eliminate favoritism, fraud and corruption; avoid misuse of public funds" among other interests, *Konica Business Machs. U.S.A. v. Regents of Univ. of Cal.*, 206 Cal. App. 3d 449, 456 (1988), and proper due process protections are an important aspect of protection of contractors and the taxpaying public. As SCC has yet to receive or review any additional evidence relied upon by Cambridge, SCC reserves its due process right to receive all evidence from Cambridge in advance of the hearing and submit its rebuttal to any new evidence at the hearing.

Sincerely,

COOK BROWN, LLP

Stephen R. McCutcheon, Jr.

cc: Eileen Diepenbrock (emd@diepenbrock.com)

EXHIBIT 21

AGREEMENT FOR DESIGN-BUILD SERVICES

Agreement No.:_____

Administering Agency: Western Placer Waste Management Authority

Contract Description: MATERIAL RECOVERY FACILITY EXPANSION: DESIGN-BUILD SERVICES

This AGREEMENT ("Agreement") is made at Roseville, California, as of , 2022, by and among the **WESTERN PLACER WASTE MANAGEMENT AUTHORITY**, a joint powers authority organized under California law ("WPWMA"), and FCC Environmental Services, LLC ("FCC"). All capitalized terms not herein defined shall have the meaning ascribed to them in the **OPERATING AGREEMENT FOR THE WESTERN PLACER MATERIALS RECOVERY FACILITY**. The WPWMA and FCC are hereinafter referred to jointly as "**the Parties**" and singularly as a "**Party**.

The Parties hereto have mutually covenanted and agreed, and by these presents do covenant and agree with each other, as follows:

Article I. Facility Expansion

The services set forth below are the "Services" to be performed in connection with the "Project", which to the extent constituting work for which a contractor's license is required pursuant to the California State Contractors License Law (section 7000 et seq. of the Business and Professions Code) is the "Work":

1.1 FCC shall provide, furnish, and perform all necessary planning, architectural, engineering, and all other design services of any type, procurement, permitting and support services, construction, clean-up, and all other construction services of any type, provide and furnish all necessary supplies, materials and equipment (except those to be provided by WPWMA, if any) and all necessary supervision, labor, and services required for the complete engineering, design, procurement, quality assurance, construction and all necessary installation, start-up and testing associated with the Facility Expansion and as required for a complete, operational, and fully functional Facility, to the extent such is included in or reasonably necessary for the completion of the "Scope of Work", attached hereto as Exhibit B and incorporated by reference. Except with regard to any material to be provided and/or installed by WPWMA, FCC shall fully commission and subsequently operate a fully functional Facility on behalf of the WPWMA and in accordance with the separate Operating Agreement between WPWMA and FCC for the Operation of the Western Placer Materials Recovery Facility ("Operating Agreement").

1.2 To the extent such is included in or reasonably necessary for the completion of the Scope of Work, FCC shall prepare complete designs, engineering, working drawings, shop drawings and generate drawings and/or engineering analysis setting forth in detail the specifications and requirements for the purchasing and procurement of the services, materials and equipment and for the construction of the Facility Expansion and that results

in a complete, operational, and fully functional Project, and shall furnish the services of all necessary supervisors, engineers, designers, draftsmen, and other personnel necessary for the preparation of those drawings and specifications required for the Facility Expansion.

1.3 To the extent such is included in or reasonably necessary for the completion of the Scope of Work, FCC shall provide, install and complete as specified and pay for all labor, materials and equipment, tools, supplies, construction equipment and machinery, construction, start-up and testing, utilities, transportation, and other facilities and services (including any temporary materials, equipment, supplies and facilities) necessary for the proper execution and completion of the Facility Expansion and that results in a complete, operational, and fully functional Facility.

1.4 To the extent such is included in or reasonably necessary for the completion of the Scope of Work, FCC shall supervise and direct the Facility Expansion, and shall furnish the services of all supervisors, forepersons, skilled and unskilled labor, and all other personnel necessary to design and construct the Facility Expansion and that results in a complete, operational, and fully functional Facility. FCC shall provide, manage and organize such personnel as necessary to complete the Facility Expansion in accordance with all requirements of the Agreement.

To the extent such is included in or reasonably necessary for the completion of the 1.5 Scope of Work, FCC shall obtain, at FCC's expense, all governmental and private approvals, licenses, and permits required to complete the Facility Expansion; provided, however, WPWMA will be responsible for paying the cost of all fees imposed by regulating agencies with jurisdiction over the Facility except as may otherwise be noted in the Agreement. FCC shall design and construct the Facility Expansion that results in a complete, operational, and fully functional Facility in full compliance with all applicable laws, codes and standards (both public and private), including but not limited to, the standards and warranties expressed in the Agreement and included manufacturer's recommendations pertaining to individual items of equipment or systems.

FCC shall perform no Work personally, but rather shall secure the services of a 1.6 contractor holding such appropriate license to perform all such Work through a contract FCC enters into for the benefit of the WPWMA with the specific prior written approval of the WPWMA at FCC's sole expense. In the event that FCC secures a contractor to perform Work through a contract FCC enters into for the benefit of the WPWMA, FCC agrees to require such contractor to comply with, as a condition of such contract, (1) those certain obligations under this Agreement to the extent required by law, (2) any obligation required by law, and (3) any provision which WMWMA in its reasonable discretion directs. FCC acknowledges and agrees that it is responsible for the means, methods, techniques, sequences or procedures of construction to be employed by FCC, and that to the extent that it does not require any contractors, subcontractors, or material suppliers to comply with, as a condition of their contract, all of FCC's obligations under this Agreement, it does so at its own risk and expense, and that to the extent FCC uses such contractors, subcontractors, or material suppliers, to perform this Agreement FCC is ultimately responsible for ensuring that such performance complies with all of FCC's obligations under this Agreement. FCC, at WPWMA's sole option which may be exercised upon (a) FCC's substantial failure to perform under this Agreement; and (2) failure to cure or commence and diligently prosecute to cure within fifteen (15) days after receipt of notice, hereby assigns any such contract, subcontract, or material supply contract to WPWMA.

Article II. WPWMA's Project Manager and Representatives

2.1 WPWMA may assign all or part of its rights, responsibilities and duties to an independent, third-party representative for the purpose of overseeing or consulting on the Project. WPWMA shall inform FCC in writing of such assignment and the extent of its representative's authority.

Article III. Contract Time and Liquidated Damages

3.1 FCC shall complete the Facility Expansion within the following schedule. WPWMA reserves the right to modify or alter the Commencement Date of the Facility Expansion, but only to the extent (1) agreed upon in writing between both Parties; and (2) the Project schedule and the Contract Sum are equitably adjusted in the manner provided by law for excusable delays caused by an owner.

3.2 Therefore, FCC accepts the following completion obligations (collectively referred to as the "Contract Time"):

3.2.1 FCC acknowledges that it is in WPWMA's best interests to begin work as soon as possible after WPWMA award of this Agreement and issuance to FCC of notice to proceed ("Notice to Proceed"). As noted elsewhere in this Agreement, FCC may, at its option, phase preparation and issuance of Construction Documents to facilitate commencement of the Facility Expansion as FCC deems appropriate. WPWMA will reasonably phase its reviews and approvals of such phasing to support FCC's efforts.

3.2.2 FCC shall diligently pursue completion of the Facility Expansion. FCC shall achieve Substantial Completion of the Facility Expansion within <u>nine hundred and</u> <u>fifty eight (958)</u> calendar days of the date on which WPWMA issues the Notice to Proceed.

3.2.3 FCC shall achieve final completion within <u>forty (40)</u> calendar days of the date when WPWMA certifies Substantial Completion.

- 3.3 <u>Liquidated Damages</u>. WPWMA and FCC recognize that time is of the essence of this Agreement and that WPWMA, the Participating Agencies and their Designated Haulers and other customers of the Facility will suffer damages and that it is, and will be, impracticable and extremely difficult to ascertain and determine the exact amount of damages that they will suffer if the Facility Expansion is not completed within the time specified in Paragraph 3.2.2 above plus any extensions thereof agreed to by the Parties. Accordingly, WPWMA and FCC agree that FCC shall pay WPWMA the following liquidated damages measures that apply separately and cumulatively:
 - (A) FCC shall pay WPWMA <u>one thousand dollars</u> (**\$1,000**) per calendar day for every day by which Substantial Completion exceeds the date set in Paragraph 3.2.2 above , for no more than thirty (30) days after such date; and

(B) FCC shall pay WPWMA <u>two thousand dollars</u> (\$2,000) per calendar day for every day by which Substantial Completion exceeds the date set in Paragraph 3.2.2 above, plus the thirty (30) days set forth in Section 3.3(A) above, not to exceed three hundred and sixty-five (365) days.

3.4 Liquidated damages for delay shall cover and be in lieu of the actual damages suffered by WPWMA, the Participating Agencies and their Designated Haulers, and other customers of the Facility as a result of delay. Liquidated damages are intended to compensate WPWMA for damages it incurs as a result of delay caused solely by FCC, but do not cover the cost of completion of the Facility Expansion or damages not arising from delays. These liquidated damages shall not apply in the event damages are caused by an Uncontrollable Circumstance. These liquidated damages shall be the WPWMA's sole remedy for recovery of damages due to delays in the Facility Expansion.

3.5 Subject to the liquidated damages measures noted herein, FCC shall have no liability for consequential damages arising out of the completion of the Facility Expansion.

Article IV. Contract Sum

4.1 WPWMA shall pay FCC the sum of One Hundred Nineteen Million Six Hundred Seven Thousand One Hundred Eighty-Four Dollars and Thirty One Cents (\$119,967,184.31) as the "Contract Sum" for the completion of the Work in accordance with the Agreement and the amounts stipulated in FCC's Cost Proposal.

4.2 The Contract Sum is all inclusive and includes all work; all federal, state, and local taxes on materials and equipment, and labor furnished by FCC, its subcontractors, subconsultants, architects, engineers, and vendors or otherwise arising out of FCC's performance of the Facility Expansion. The taxes covered hereby include (but are not limited to) occupational, sales, use, excise, unemployment, FICA, and income taxes, customs, duties, and any and all other taxes on any item or service that is part of the Facility Expansion, whether such taxes are normally included in the price of such item or service or are normally stated separately. Notwithstanding the foregoing, each party shall bear such state or local inventory, real property, personal property or fixtures taxes as may be properly assessed against it by applicable taxing authorities.

Article V. FCC's Representations and Warranties

FCC hereby makes the following representations and warranties:

5.1 By execution of this Agreement, FCC certifies awareness of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and compliance with such provisions before commencing the performance of this Agreement.

5.2 FCC has visited the Facility and has reasonably examined the nature and extent of the work, site, locality, conditions, as-built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or construction of the Facility Expansion or which relate to any aspect of the design and the means, methods, techniques, sequences or procedures of construction to be employed by FCC and safety precautions and programs incident thereto.

5.3 FCC has reasonably examined all as-built drawings, drawings or reports, available for design and construction purposes, which the Parties agree limit the matters indicated therein to the specific positive assertions of fact expressly set forth therein, of physical conditions, or physical conditions which may be apparent, at the Facility, and accepts the criteria set forth in these documents to the extent of the information contained in these documents upon which FCC is entitled to rely as positive assertions of fact. Upon such professionally reasonable reliance, FCC shall not be liable for any damages arising from pre-existing physical conditions not identified by WPWMA in advance. FCC agrees that except for the information so identified, FCC does not and shall not rely on any other information contained in these documents.

5.4 FCC has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Agreement.

5.5 FCC is duly licensed, organized, existing and in good standing under applicable state law, and is duly qualified to conduct business in the State of California.

5.6 FCC has duly authorized the execution, delivery and performance of this Agreement and the Work to be performed herein. The Agreement do not violate or create a default under any instrument, agreement, order or decree binding on FCC.

5.7 FCC acknowledges its responsibility to provide WPWMA with a complete and updated list of subcontractors, if any, as they become known on the project, and that such listing shall be in accordance with the requirements of California Public Contract Code § 20133 *et seq.*

5.8 <u>Subsurface Conditions</u>.

5.8.1 FCC shall promptly, and before the following conditions are disturbed, notify the local public entity, in writing, of any:

5.8.1.1Material that FCC believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law.

5.8.1.2Subsurface or latent physical conditions at the site differing from those indicated by information about the site made available to FCC prior to entering into the Agreement.

5.8.1.3Unknown 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.

5.8.2 WPWMA shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the FCC'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 the Agreement.

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

Article VI. Indemnity

6.1 FCC shall indemnify, defend and hold harmless the WPWMA Indemnitees, from and against any and all claims, arising out of or occasioned in any way by, directly or indirectly, (1) the negligence or willful misconduct of FCC, its officers, managers, employees, agents and/or subcontractors in performing services under this Agreement; and/or (2) the material failure of FCC, its officers, employees, agents and/or subcontractors to comply in all respects with the provisions of this Agreement, Applicable Laws (including, without limitation, the Environmental Laws and public contract and prevailing wage laws) and regulations, and/or applicable permits and licenses.

6.2 The foregoing indemnity shall apply regardless of whether such loss, liability, penalty, forfeiture, claim, demand, action, proceeding, suit, injury, death or damage is also caused in part by the negligence of others, including that of any of the WPWMA Indemnitees; provided, however, that this indemnity does not extend to claims to the extent that they are caused by the active negligence of any of the WPWMA Indemnitees, or are caused by the intentional misconduct of or breach of contract by any of the WPWMA Indemnitees, or where strict liability is imposed by law upon the WPWMA in the absence of any material fault of FCC.

6.3 Upon the occurrence of any claim, FCC, at FCC's sole cost and expense, shall defend each and all of the WPWMA Indemnitees, provided, however, that in the event the named parties to any such claim (including any impleaded parties) include both FCC and the WPWMA, and if the WPWMA Indemnitees shall have one or more legal defenses available to any of them which are in direct conflict with the best interests of FCC and which therefor preclude the same counsel from representing the WPWMA Indemnitees and FCC jointly after taking into account the obligations of FCC herein for the benefit of the WPWMA, then the WPWMA Indemnitees shall have the right to select separate counsel, with the consent of FCC which will not be withheld unreasonably, at the sole cost and expense of FCC to pursue such legal defenses and to otherwise participate in the defense of such action on behalf of the WPWMA Indemnitees to the extent that joint representation of the WPWMA Indemnitees and FCC is not permissible because of conflicts of interest between the WPWMA Indemnitees and FCC.

6.4 FCC's duty to indemnify and defend shall survive the expiration or earlier termination of this Agreement, so long as the event upon which such claim is predicated occurred prior to such expiration or termination.

6.5 NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT TO THE CONTRARY, NEITHER WPWMA NOR FCC SHALL BE LIABLE UNDER THIS AGREEMENT OR UNDER ANY CAUSE OF ACTION RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCTS LIABILITY, OR ANY OTHER CAUSE OF ACTION FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, INCLUDING LOSS OF PROFITS, USE, OPPORTUNITY, REVENUES, FINANCING, BONDING CAPACITY, OR BUSINESS INTERRUPTIONS, OR DAMAGES.

Article VII. Insurance

FCC, at FCC's sole cost and expense, shall procure from an insurance company or companies admitted to do business in the State of California and subject to the regulation of the California Insurance Commissioner and shall maintain in force at all times during the Term the following types and amounts of insurance.

7.1 <u>Workers' Compensation and Employer's Liability</u>. FCC shall maintain workers' compensation insurance covering its employees in statutory amounts and otherwise in compliance with the laws of the State of California. FCC shall maintain Employer's Liability insurance in an amount not less than One Million Dollars (\$1,000,000) per accident or disease (limits may be arranged through any combination of underlying and excess or umbrella policies).

7.2 <u>General Liability and Automobile Liability</u>. FCC shall maintain comprehensive Commercial General Liability insurance with a combined single limit of not less than Two Million Dollars (\$2,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate covering all claims and all legal liability for personal injury, bodily injury, death, and property damage, including the loss of use thereof, arising out of, or occasioned in any way by, directly or indirectly, FCC's performance of, or its failure to perform, services under this Agreement (limits may be arranged through any combination of underlying and excess or umbrella policies).

The insurance required by this subsection shall include:

- a) Premises Operations (including X, C and U coverages);
- b) Independent Contractor's Protective;
- c) Products and Completed Operations, protecting against possible liability resulting from use of Recyclable Materials by another person;
- d) Personal Injury Liability with Employment Exclusion deleted;
- e) Broad Form Blanket Contractual, with no exclusions for bodily injury,personal injury or property damage; and
- f) Broad Form Property Damage, including Completed Operations.

FCC shall also maintain Automobile Liability Insurance for each of FCC's vehicles used in the performance of this Agreement, including owned, non-owned, leased or hired vehicles, in the minimum amount of One Million Dollars (\$1,000,000) combined single limit per occurrence (limits may be arranged through any combination of underlying and excess or umbrella policies).

The Commercial General Liability and Automobile Liability insurance required by Section 7.2 shall be written on an "occurrence" (not an "accident"), rather than a "claims made" basis if such coverage is readily obtainable for a commercially reasonable premium. Any excess or umbrella policies shall be on a "following form" basis. The policy may not contain a deductible or self-insured retention of more than Ten Thousand Dollars (\$10,000.00) per occurrence or more than Fifty Thousand Dollars (\$50,000) annual aggregate without prior written approval of the WPWMA. The existence of a self- insured retention or deductible shall not affect FCC's duty to defend and indemnify the WPWMA under Article 6 as to claims below the self-insured retention or deductible level.

7.3 <u>Pollution Liability</u>. FCC shall purchase and thereafter maintain, so long as such insurance is available on a commercially reasonable basis, Pollution Liability insurance in the amount of Two Million Dollars (\$2,000,000) covering liability arising from the sudden and accidental release of pollution on the Facility Site (limits may be arranged through any combination of underlying and excess or umbrella policies).

7.4 <u>Physical Damage</u>. FCC shall maintain comprehensive (fire, theft and collision) Physical Damage insurance covering the vehicles and the machinery and equipment that is owned by FCC and used in providing service to the WPWMA under this Agreement, with a deductible or self-insured retention of not greater than Fifty Thousand Dollars (\$50,000).

All insurance policies required herein shall be issued by an insurance company or companies admitted to do business in the State of California, subject to regulation by the California Insurance Commissioner and with a rating in the most recent edition of Best's Insurance Reports of size category XV or larger, and a rating classification of A or better, except that the Pollution Liability policy may be ssued by a company rated A-IX.

- 7.5 <u>Required Endorsements</u>.
 - 7.5.1 Worker's Compensation and Physical Damage policies shall contain endorsements insubstantially the following form:
 - a) "Thirty (30) days prior written notice shall be given to the WPWMA in the event of cancellation, reduction in coverage, or non-renewal of this policy. Such notice shall be sent to:

Western Placer Waste Management Authority c/o Executive Director c/o Risk Manager Risk Management Division 11491 B Avenue Auburn, CA 95603"

- b) "Insurer waives all right of subrogation against the WPWMA and its officers and employees for losses arising from work performed for the WPWMA."
- 7.5.2 The Comprehensive General Liability policy shall contain endorsements in substantially the following form:

a) "Thirty (30) days prior written notice shall be given to the WPWMA in the event of cancellation, reduction of coverage, or non-renewal of this policy. Such notice shall be sent to:

> Western Placer Waste Management Authority c/o Executive Director c/o Risk Manager Risk Management Division 11491 B Avenue Auburn, CA 95603"

- b) "The WPWMA, its officers, employees, and agents are additional insureds on this policy."
- c) "This policy shall be considered primary insurance as respects any other valid and collectible insurance maintained by the WPWMA, including any self-insured retention or program of selfinsurance, and any other such insurance shall be considered excess insurance only."
- d) "Inclusion of the WPWMA as an insured shall not affect the WPWMA's rights as respects any claim, demand, suit or judgment brought or recovered against FCC. This policy shall protect FCC and the WPWMA in the same manner as though a separate policy had been issued to each, but this shall not operate to increase the company's liability as set forth in the policy beyond the amount shown or to which the company would have been liable if only one party had been named as an insured."

7.6 <u>Delivery of Proof of Coverage</u>. No later than thirty (30) days after the execution of this Agreement by the Parties, FCC shall furnish the WPWMA a certificate for each policy of insurance required under this Article 7 in form and substance satisfactory to the WPWMA. Each such certificate shall show the type and amount of coverage, effective dates and dates of expiration of policies and shall have all required endorsements. If the WPWMA requests, copies of each policy, together with all endorsements, shall also be promptly delivered to the WPWMA:

FCC shall furnish renewal certificates to the WPWMA to demonstrate maintenance of the required coverages until final completion and acceptance by the WPWMA of the Facility Expansion.

Furnishing of evidence of required insurance being in force is a condition to FCC's entitlement to payment.

7.7 <u>Other Insurance Requirements</u>. In the event any services are delegated to a subcontractor, FCC shall require all such subcontractors to provide statutory workers' compensation insurance and employer's liability insurance for all of the subcontractor's employees engaged in the work. The liability insurance required herein shall cover FCC's liability for acts of its subcontractors or each subcontractor must furnish evidence of insurance provided by it meeting all of the requirements of this Article 7.

FCC shall comply with all requirements of the insurers issuing policies and shall require its subcontractors to do so. The carrying of insurance shall not relieveFCC from any obligation under this Agreement, including those imposed by this Article 7. If any Claim is made by any third Person against FCC or any subcontractor on account of any occurrence related to this Agreement, FCC, shall promptly report the facts in writing to the insurance carrier and to the WPWMA. If FCC fails to procure and maintain any insurance required by this Agreement, the WPWMA may take out and maintain, at FCC's expense, such insurance as it may deem proper and deduct the cost thereof from any monies due FCC.

If requested by the WPWMA, the Comprehensive General Liability policy shall be promptly, and at no cost to the WPWMA, amended by endorsement to add the trustee of any bonds, which were issued by the WPWMA to finance the construction of the Facility Expansion, as an additional insured.

Article VIII. Construction Documents

FCC shall prepare, for review by the WPWMA, drawings and specifications (Construction Documents) with a level of detail reasonably acceptable to the WPWMA for the Facility Expansion. The Construction Documents shall reflect the entire Facility Expansion, inclusive of all phases of construction if a phased construction approach is identified by FCC. All drawings shall be prepared using AutoCAD. Specifications shall be prepared in Microsoft Word.

FCC shall prepare a Construction Documents package that fully develops the documents specified in Exhibit B and includes those documents reasonably necessary thereto. The Construction Documents, once approved by the WPMWA, shall be deemed a part of the Agreement.

Article IX. Permits and Approvals

9.1 Building and grading permits and/or approvals will be required from the Placer County Building, Planning, Environmental Health, and Public Works departments, utility providers and local fire authority.

9.2 FCC shall be responsible for preparation and submittal for all building and grading permits and approvals, meeting with the agencies prior to permit submittal, coordination during the permit review process, addressing permit review comments and securing all necessary permits and approvals.

9.3 FCC shall take the lead in this task and provide all coordination as necessary to secure all necessary building and grading permits and approvals.

9.4 All applicable fees for plan check, inspection, permits, utility connections and other miscellaneous fees shall be paid for by FCC:

Article X. Construction Management

10.1 FCC shall provide construction management services during construction of the Facility Expansion. These services will encompass serving as the primary representative

to all construction contractor(s) and with regard to activities at the construction site, interpretation of the requirements of the Construction Documents, assessing the acceptability of the construction contractor's work, managing the construction program and evaluating any construction contractor's claims. FCC will take specific steps to schedule and coordinate the work of the construction contractor(s) to minimize the potential for delay and damage claims associated with delay, interference or acceleration. FCC will serve as "Owner's Representative," "Engineer" or "Architect". FCC shall not be authorized to approve changes from the approved Construction Documents or to approve change orders without the express written consent of the WPWMA, which may for minor changes having no impact to the Contract Sum or Project Schedule be approved by the Authority's Executive Director or designee in a signed writing. Upon request for approval of such a minor change, the Authority shall respond within one (1) working day.

10.2 FCC shall plan, schedule, coordinate, attend and participate in periodic construction progress meetings to be held at the project site throughout the construction period. These meetings will be attended by FCC's Project Manager and appropriate field personnel, WPWMA staff, and the construction contractor(s). The purpose of these meetings is to inspect the site, monitor the schedule, and to discuss and resolve any problems or pending changes. WPWMA assumes that a meeting will be necessary once every two weeks for the first two months and once per week thereafter for the remainder of the project. FCC shall prepare an agenda for each meeting and take and distribute minutes of each meeting to each of the participants of the meetings.

10.3 FCC shall take all steps necessary to coordinate the work of the construction contractor(s) to minimize interference with their work, delay to the project, and claims against FCC or the WPWMA for damage arising from delay, impaired efficiency or acceleration of the project.

10.4 FCC shall develop an overall schedule for construction of the Facility Expansion that indicates all milestones and the completion date of the project. FCC shall immediately advise and consult with WPWMA should it appear that the work by any of the construction contractors threatens to delay or otherwise impede completion of the Facility Expansion.

10.5 FCC shall regularly monitor each construction contractors' progress for conformance to the construction schedule requirements. FCC shall identify potential variances between the scheduled and probable completion dates.

10.6 FCC shall develop and implement an effective system of project cost control, which will track change orders, progress payments, etc. On a monthly basis, FCC shall submit reports to the WPWMA comparing actual costs against budgeted costs.

10.7 FCC shall establish and implement a procedure for the review, processing and payment of applications by construction contractors for progress payment and final payment. Based on FCC's on-site observations and on review of the construction contractor's applications for payment, certified payroll and the accompanying data and schedules, FCC shall determine the amounts that FCC recommends the construction contractors be paid.

10.8 FCC shall issue necessary clarifications and interpretations of the Construction Documents in response to requests by the construction contractors, with reasonable promptness. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Construction Documents. FCC shall maintain a computerized log of requests for clarifications by date of request and response.

10.9 FCC shall perform the evaluation and administration of all contract changes. If a change in the approved design is suggested by a construction contractor, or involves changes in site conditions, FCC shall review its merit, prepare an independent cost estimate, review applicable drawings and specifications, estimate the additional performance time required if the change order is issued and either reject the suggestion or forward it with the technical review summary and recommendation to the WPWMA for consideration. If approved by the WPWMA, FCC shall prepare the scope, negotiate the cost with the construction contractor, and process the change order. FCC shall provide copies of all fully executed change orders to the WPWMA.

10.10 Subject to Article 13, if the WPWMA requests a change in the approved design excluding the MSW, C&D, and Compost equipment, or if FCC recommends a change on which WPWMA concurs, FCC shall request a proposal from the construction contractor for performing the contemplated change, and will then prepare an independent cost estimate, review applicable drawings and specifications, estimate the additional performance time required if the change order is issued, review the proposal and again make a recommendation to the WPWMA. If approved by the WPWMA, FCC shall prepare the scope, negotiate the cost with the construction contractor, and process the change order. FCC shall provide copies of all fully executed change orders to the WPWMA.

10.11 FCC shall review and approve (or take other appropriate action in respect of) the construction contractors' submittals, including but not limited to shop drawings, product data and product samples. FCC's review shall be for conformance with Construction Documents and compatibility with the design concept of the project.

10.12 FCC shall supervise the work of all its on-site field personnel. Field personnel will provide day-to-day on-the-job observation of the work, including on-site inspection and inspection of off-site equipment and materials as required by the Construction Documents. Field personnel shall monitor the construction contractors' performance from the perspective of quality, cost and schedule and shall enforce the requirements of the applicable Construction Documents. Daily logs and diaries of the construction contractors' construction activities shall be maintained and shall be available to the WPWMA at any time. Daily counts of all construction contractor personnel and equipment at the site shall be recorded as well as notations of abnormal occurrences and unforeseen conditions. From the daily log and diaries, FCC shall provide to the WPWMA monthly progress reports of the work. FCC shall document special situations by photographs and/or video.

10.13 FCC shall take appropriate action to prevent, or have corrected, as appropriate, any work not in conformance with the Construction Documents.

10.14 FCC shall provide for independent testing, inspections and approvals required by law or the Construction Documents. FCC will review the results of tests and manage correction by the construction contractor of testing failures.

10.15 Coordinates for proposed improvements will be based on existing control monument information provided by WPWMA. FCC shall provide to the construction contractors'

surveyors all coordinates and grades necessary for the construction of the project as described by the Construction Documents. The data will be provided on a coordinate map or a list of corresponding points.

10.16 FCC shall submit monthly written progress reports to the WPWMA showing the percentage of completion and describing work completed during the preceding month. FCC shall maintain complete up to date project files, including but not limited to, the Construction Documents, change order documentation, shop drawings, inspection reports, schedules, payment applications and computations, and deficiency lists. FCC shall keep one copy of these documents at the Facility offices and make them available for inspection by the WPWMA. FCC shall maintain a current set of drawings, incorporating additions, deletions and revisions.

10.17 FCC shall direct the checkout of utilities, operations systems, and equipment for readiness and conduct all initial start-up and testing by the construction contractors. After Facility Expansion is Substantially Complete, FCC shall prepare a "punchlist" of incomplete or unsatisfactory items and a schedule for their completion. FCC shall determine final completion and provide written notice to the WPWMA that that element of the work is ready for final inspection. FCC shall conduct a final walk-through inspection, with the WPWMA and the applicable construction contractor(s), to determine that the punchlist is completed and that all work is in accordance with the Construction Documents.

10.18 All records generated under this Article will be correlated by FCC into a Final Report of Construction that will include all inspection reports, meeting minutes, testing results, change orders, submittals, photographs and record drawings based on mark-ups provided by the construction contractor(s). As part of the Final Report of Construction, FCC will provide to the WPWMA, subject to any necessary nondisclosure requirements: (1) record drawings from marked-up prints in both electronic (AutoCAD) and hardcopy formats, (2) manufacturers' technology licenses required for the installation, use, operation and/or maintenance of the equipment installed at the Facility, (3) manufacturers' guarantees on all major equipment items, and (4) operations and maintenance manuals and any other such documents required by the Construction Documents.

10.19 Neither Party shall be in default of its obligations under this Agreement in the event, and for so long as, it is impossible or extremely impracticable for it to perform its obligations due to an any Uncontrollable Circumstance. A Party claiming excuse under this Section 10.19 must (1) have taken reasonable precautions, if possible, to avoid being affected by the cause, and (2) notify the other Party in writing pursuant to Section 18.10 within five (5) days after the occurrence of the event declaring an Uncontrollable Circumstance under this Section, specifying the nature of the event, the expected length of time that the Party expects to be prevented from performing, and the steps which the Party intends to take to restore its ability to perform. The Party claiming excuse under this Section 10.19 shall use its best efforts to remedy its inability to perform as quickly as possible. If performance by a date specified in this Agreement is excused under this Section 10.19, the date by which performance is to be required will be postponed for an amount of time equivalent to the excused delay. The preceding sentence shall not operate, however, to extend the Term. For purposes of this Agreement, "Uncontrollable Circumstances" means any a) "act of God" or event which is caused by the effect of nature or natural causes and without any direct interference by humans including landslides, lighting, fires, wildfires, storms, floods,

pestilence, freezing, earthquakes or other catastrophic events; b) epidemics or pandemics; c) explosions, sabotage, civil disturbances, acts of terrorism or a public enemy, wars, blockades, riots, strikes or lockouts by individuals who are not employed by or directed at FCC or other industrial disturbances; d) eminent domain, condemnation or other taking; e) extreme change in economic conditions not otherwise reasonably anticipated by the Parties and not reasonably avoidable by the Parties; or f) other events of a similar nature, not caused or maintained by the WPWMA or FCC, which events are not reasonably within the control of the Party claiming the excuse from its obligations due to such event, to the extent such event has a demonstrable material adverse effect on the ability of a Party to perform its obligations thereunder and which occurs at the Facility. Events which could have been reasonably foreseen and predicted or otherwise prevented by reasonable precautions shall be not be considered an Uncontrollable Circumstance. Labor unrest, including but not limited to strike, work stoppage or slowdown, sickout, picketing, or other concerted job action conducted by FCC's employees or directed at FCC, or a subcontractor, are not considered Uncontrollable Circumstances.

10.20 FCC shall ensure that the construction of the Facility Expansion does not interfere with its ability to operate the Facility under the applicable terms of the Parties' Operating Agreement. FCC and WPWMA shall reasonably coordinate scheduling and other matters to ensure that each Party can meet its obligations prior to Substantial Completion of the Facility Expansion under the Operating Agreement.

10.21 WPWMA recognizes that, during the Term of this Agreement, there may be changes in Federal, State or local laws or regulations. In the event that such an unanticipated event occurs and FCC believes the change could unavoidably, directly and materially increase Contractor's cost of performing services under this Agreement, Contractor shall submit a change order in accordance with Article 13. WPWMA may likewise notify FCC if it believes changed circumstances could directly and materially decrease the Contractor's cost of performing services.

Article XI. Financing and Ownership of Improvements

Title to the Work, including improvements and equipment incorporated therein, shall pass from FCC to the WPWMA upon payment as set forth in Article XV and risk of loss relating thereto shall pass to WPWMA upon installation.

Article XII. Labor Compliance

12.1 <u>Prevailing Wages</u>. FCC is aware of the requirements of California Labor Code Section 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 "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is \$1,000 or more, FCC agrees to fully comply with such Prevailing Wage Laws. WPWMA shall provide FCC with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement upon request. FCC shall make copies of the prevailing rates of per diem wages for each craft, classification

or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at FCC's principal place of business and at the project site. FCC shall defend, indemnify and hold the WPWMA, its officials, officers, employees and agents free and harmless from any claim or liability arising out of FCC's failure to comply with the Prevailing Wage Laws as it relates to this Agreement.

12.2 <u>Apprenticeable Crafts</u>. When FCC employs workmen in an apprenticeable craft or trade, FCC shall comply with the provisions of Section 1777.5 of the California Labor Code with respect to the employment of properly registered apprentices upon public works. The primary responsibility for compliance with said section for all apprenticeable occupations shall be with FCC.

12.3 <u>Hours of Work</u>. FCC is advised that eight (8) hours labor constitutes a legal day's work.

12.4 Payroll Records. FCC and each subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the public work. The payroll records shall be certified and shall be available for inspection at all reasonable hours at the principal office of FCC in the manner provided in Labor Code section 1776. In the event of noncompliance with the requirements of this section, FCC shall have 10 days in which to comply subsequent to receipt of written notice specifying in what respects such FCC must comply with this section. A contractor who is found to have violated the provisions of law regarding wages on Public Works with the intent to defraud shall be ineligible to bid on Public Works contracts for a period of one to three years as determined by the Labor Commissioner. Upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement, such penalties shall be withheld from progress payments then due. The responsibility for compliance with this section is on FCC. 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.

12.5 <u>Contractor and Subcontractor Registration</u>. Pursuant to Labor Code sections 1725.5 and 1771.1, all contractors and subcontractors that wish to bid on, be listed in a bid proposal, or enter into a contract to perform public work must be registered with the Department of Industrial Relations. No bid will be accepted nor any contract entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work. 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.

12.6 <u>Labor Compliance; Stop Orders</u>. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be FCC's sole responsibility to evaluate and pay the cost of complying with all labor compliance requirements under this Agreement and applicable law. Any stop orders issued by the Department of Industrial Relations against FCC or any subcontractor that affect FCC's performance of Work, including any delay, shall be FCC's sole responsibility, except to the extent caused by an Uncontrollable Circumstance. Any delay arising out of or resulting from such stop orders shall be considered FCC caused delay subject to any applicable liquidated damages and shall not be compensable by the WPWMA.

Article XIII. Changes and Time Extension

13.1 <u>General</u>.

13.1.1 Changes in the Work may be accomplished after execution of the Agreement, and without invalidating the Agreement, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 13 and elsewhere in the Agreement.

13.1.2 A Change Order shall be based upon agreement among WPWMA and FCC. A Construction Change Directive requires WPWMA direction and may or may not be agreed to by FCC. An order for a minor change in the Work may be issued by the WPWMA alone, subject to Section 10.1.

13.1.3 Changes in the Work shall be performed under applicable provisions of the Agreement. FCC shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

13.2 Change Orders.

13.2.1 A Change Order is a written instrument prepared by WPWMA and signed by the WPWMA and FCC stating their agreement upon all of the following:

- 1. The change in the Work;
- 2. The amount of the adjustment, if any, in the Contract Sum; and
- 3. The extent of the adjustment, if any, in the Contract Time.

13.2.2 To the extent FCC believes certain changes to the Work, Contract Time, or Contract Sum are required by law or to the Agreement, FCC shall within fifteen (15) days after it becomes aware of occurrence giving rise to its entitlement to such relief provide WPWMA with a proposed change order setting forth with specificity the legal and factual basis for such relief ("Proposed Change Order"). WPWMA shall provide a written response to the Proposed Change Order within a reasonable period of time after receipt of the change order not to exceed thirty (30) days.

13.3 <u>Construction Change Directives</u>.

13.3.1 A Construction Change Directive is a written order prepared by WPWMA and signed by WPWMA, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. WPWMA may by Construction Change Directive, without invalidating the Agreement, order changes in the Work within the general scope of the Agreement consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

13.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

13.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

1. Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

2. Unit prices stated in the Agreement or subsequently agreed upon;

3. Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

4. As provided in Section 13.3.4.

13.3.4 If FCC does not respond promptly or disagrees with the method for adjustment in the Contract Sum, WPWMA shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 13.3.3.3, FCC shall keep and present, in such form as WPWMA may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 13.3.4 shall include only the following:

1. Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by WPWMA;

2. Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

3. Rental costs of machinery and equipment, exclusive of hand tools, whether rented from FCC or others;

4. Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

5. Costs of supervision and field office personnel directly attributable to the change.

13.3.5 If FCC disagrees with the adjustment in the Contract Time, FCC may make a Claim in accordance with applicable provisions of Article 14.

13.3.6 Upon receipt of a Construction Change Directive, FCC shall promptly proceed with the change in the Work involved and advise WPWMA of FCC's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

13.3.7 A Construction Change Directive signed by FCC indicates FCC's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

13.3.8 The amount of credit to be allowed by FCC to WPWMA for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by WPWMA. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

13.3.9 Pending final determination of the total cost of a Construction Change Directive to WPWMA, FCC may request payment for Work completed under the Construction Change Directive in Applications for Payment. WPWMA will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that WPWMA determines, in WPWMA's judgment, to be reasonably justified. WPWMA's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 14.

13.3.10 When WPWMA and FCC agree with a determination made by WPWMA concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and WPWMA will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

13.4 <u>Minor Changes in the Work</u>. WPWMA may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. WPWMA's order for minor changes shall be in writing. If FCC believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, FCC shall notify WPWMA and shall not proceed to implement the change in the Work. If FCC performs the Work set forth in WPWMA's order for a minor change without prior notice to WPWMA that such change will affect the Contract Sum or Contract Time, FCC waives any adjustment to the Contract Sum or extension of the Contract Time.

13.5 Delays and Extensions of Time.

13.5.1 If FCC is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of WPWMA or an employee of WPWMA; (2) by changes ordered in the Work; (3) by Uncontrollable Circumstances; (4) by delay authorized by WPWMA; or (5) by other causes that FCC asserts, and WPWMA determines, justify delay, then FCC shall be entitled to an extension to the Contract Time, and the Contract Time shall be extended in an amount equal to the delay caused in such manner.

13.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 14.

13.3.3 This Section 13.3 does not preclude recovery of damages for delay by either party under other provisions of the Agreement.

13.6 <u>Definitions</u>. Terms not defined in this Article 13 that are capitalized shall have the same meaning as set forth in American Institute of Architects Document A201 – 2017 unless otherwise defined by this Agreement herein.

13.7 <u>Deadline and Waiver</u>. FCC shall submit a written request for a proposed Change Order promptly and no later than fifteen (15) Days after it becomes aware of the start of occurrence giving rise to an entitlement to such relief as condition precedent to any right it may have to seek such under this Agreement and failure to comply with such requirements shall be deemed a waiver of its right to seek such relief at law or equity.

Article IV. Claims

14.1 <u>Intent</u>. 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 said statutes.

14.2 <u>Claims</u>. For purposes of this Article 14, "Claim" means a separate demand by FCC, after a change order duly requested in accordance with the terms of this Agreement has been denied by the WPWMA, for (A) a time extension, (B) payment of money or damages arising from Work done by or on behalf of FCC pursuant to the Agreement, or (C) an amount the payment of which is disputed by the WPWMA. A "Claim" does not include any demand for payment for which FCC has failed to provide notice, request a change order, or otherwise failed to follow any procedures contained in the Agreement. Claims governed by this Article may not be filed unless and until FCC completes all procedures for giving notice of delay or change and for the requesting of a time extension or change order, including but not necessarily limited to the change order procedures contained herein, and FCC's request for a change has been denied in whole or in part.

Claims governed by this Section 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 WPWMA and shall include on its first page the following in 16 point capital font: "THIS IS A CLAIM." Furthermore, the claim shall include the documents necessary to substantiate the claim. Nothing in this Article is intended to extend the time limit or supersede notice requirements otherwise provided by contract for the filing of claims, including all requirements pertaining to compensation or payment for extra Work, disputed Work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

14.3 <u>Supporting Documentation</u>. The FCC shall submit all claims, in the following format:

14.3.1 Summary of claim merit and price, reference Agreement provisions pursuant to which the claim is made;

14.3.2 List of documents relating to claim:

- (A) Specifications
- (B) Drawings
- (C) Clarifications (Requests for Information)
- (D) Schedules
- (E) Other
- 14.3.3 Chronology of events and correspondence
- 14.3.4 Analysis of claim merit
- 14.3.5 Analysis of claim cost
- 14.3.6 Time impact analysis in CPM format

14.3.7 If FCC's claim is based in whole or in part on an allegation of errors or omissions in the Drawings or Specifications for the Project, FCC shall provide a summary of the percentage of the claim subject to design errors or omissions and shall obtain a certificate of merit in support of the claim of design errors and omissions.

14.3.8 Cover letter and certification of validity of the claim, including any claims from subcontractors of any tier, in accordance with Government Code section 12650 *et seq*.

14.4 <u>WPWMA's Response</u>. Upon receipt of a claim pursuant to this Article, WPWMA shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide FCC 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 public entity issues its written statement.

14.4.1 If WPWMA needs approval from its governing body to provide FCC a written statement identifying the disputed portion and the undisputed portion of the claim, and the 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, WPWMA shall have up to three days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide FCC a written statement identifying the disputed portion and the undisputed portion.

14.4.2 Within 30 days of receipt of a claim, WPWMA may request in writing additional documentation supporting the claim or relating to defenses or claims WPWMA may have against FCC. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of WPWMA and FCC.

14.4.3 WPWMA's written response to the claim, as further documented, shall be submitted to FCC 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 FCC in producing the additional information or requested documentation, whichever is greater.

14.5 <u>Meet and Confer</u>. If FCC disputes WPWMA's written response, or WPWMA fails to respond within the time prescribed, FCC may so notify WPWMA, in writing, either within 15 days of receipt of WPWMA's response or within 15 days of WPWMA's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, WPWMA shall schedule a meet and confer conference within 30 days for settlement of the dispute.

14.6 <u>Mediation</u>. 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, WPWMA shall provide FCC 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 WPWMA issues its written statement. Any disputed portion of the claim, as identified by FCC in writing, shall be submitted to nonbinding mediation, with WPWMA and FCC sharing the associated costs equally. WPWMA and FCC 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.

14.6.1 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.

14.6.2 For purposes of this section, 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 section.

14.6.3 Unless otherwise agreed to by WPWMA and FCC 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.

14.7 <u>Procedures After Mediation</u>. If following the mediation, the claim or any portion remains in dispute, FCC 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. 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 FCC 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 or mediation.

14.8 <u>Civil Actions</u>. The following procedures are established for all civil actions filed to resolve claims for \$375,000 or less:

14.8.1 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 these procedures. 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.

14.8.2 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.

14.8.3 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 requesting a trial de novo of 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.

14.9 <u>Government Code Claims</u>. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, FCC must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the WPWMA. 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 extra work, disputed work, claims, and/or changed conditions have been followed by FCC. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, FCC shall be barred from bringing and maintaining a valid lawsuit against the WPWMA. A Government Code claim must be filed no earlier than the date the work is completed or the date FCC last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted.

14.10 <u>Non-Waiver</u>. WPWMA's failure to respond to a claim from FCC 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. WPWMA's failure to respond shall not waive WPWMA's rights to any subsequent procedures for the resolution of disputed claims.

Article XV. Payment

15.1 <u>Payment of Compensation</u>. WPWMA will pay FCC on a monthly basis as provided for herein. On or before the fifth (5th) day of each month, FCC shall submit to the WPWMA an itemized application for payment in the format supplied by the WPWMA indicating the amount of Work completed since commencement of the Work or since the last progress payment. These applications shall be supported by evidence which is required by this Agreement and such other documentation as the WPWMA may reasonably require. FCC shall certify that the Work for which payment is requested has been done and that the materials listed are stored where indicated.

15.2 <u>Prompt Payment</u>. WPWMA shall review and pay all progress payment requests in accordance with the provisions set forth in Section 20104.50 of the California Public Contract Code; however, WPWMA shall pay all valid progress payments within no later than fifteen (15) days of receipt of a valid application for payment. However, no progress payments will be made for Work not completed in accordance with this Agreement. FCC shall comply with all applicable laws, rules and regulations relating to the proper payment of its employees, subcontractors, suppliers or others.

15.3 <u>Retentions</u>. From each approved progress estimate, five percent (5%) will be deducted and retained by the WPWMA, and the remainder will be paid to FCC. All

retention shall be released and paid to FCC and subcontractors pursuant to California Public Contract Code Section 7107 and within forty (40) days of completion of the Work. FCC shall give WPWMA reasonable and no less than fifteen (15) days prior written notice that the Work will be ready for acceptance, such that the WPWMA may convene its legislative body to accept the Work concurrently with the time the Work becomes ready for acceptance.

15.4 <u>Risk of Loss/Title to Work</u>. Title to Work for which such payments are made shall pass to the WPWMA at the time of payment, and risk of loss relating thereto shall pass to WPWMA at time of installation. To the extent FCC has been paid the full Contract Sum, such transferred title shall in each case be good, free and clear from any and all security interests, liens, or other encumbrances. FCC promises and agrees that it will not pledge, hypothecate, or otherwise encumber the items in any manner that would result in any lien, security interest, charge, or claim upon or against said items, to the extent FCC has been paid the full Contract Sum.

15.5 <u>Other Retentions</u>. In addition to Agreement retentions, the WPWMA may deduct from each progress payment an amount necessary to protect WPWMA from loss because of: (1) liquidated damages which have accrued as of the date of the application for payment, to the extent required by Section 3.3; (2) any sums expended by the WPWMA in performing any of FCC's obligations under the Agreement which FCC has materially failed to perform in accordance with this Agreement, but only to the extent WPWMA expended such sums after providing FCC written notice and a reasonable opportunity to cure; (3) stop notices as allowed by state law; and (4) any other sums which WPWMA is entitled to recover from FCC under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the WPWMA to deduct any of these sums from a progress payment shall not constitute a waiver of the WPWMA's right to such sums.

15.6 <u>Substitutions for Contract Retentions</u>. In accordance with California Public Contract Code Section 22300, the WPWMA will permit the substitution of securities for any monies withheld by the WPWMA to ensure performance under the Agreement. At the request and expense of FCC, securities equivalent to the amount withheld shall be deposited with the WPWMA, or with a state or federally chartered bank in California as the escrow agent, and thereafter the WPWMA shall then pay such monies to FCC as they come due. Upon satisfactory completion of the Agreement, the securities shall be returned to FCC. For purposes of this Section and Section 22300 of the Public Contract Code, the term "satisfactory completion of the contract" shall mean the time the WPWMA has issued written final acceptance of the Work and filed a Notice of Completion as required by law and provisions of this Agreement. FCC shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest thereon. The escrow agreement used for the purposes of this Section shall be in the form provided by the WPWMA.

15.7 <u>Labor and Material Releases</u>. FCC shall furnish WPWMA with labor and material releases from all subcontractors performing work on, or furnishing materials for, the Work governed by this Agreement prior to final payment by WPWMA.

15.8 <u>Schedule of Values</u>. FCC represents and warrants that the following schedule of values is a fair and accurate representation of the milestones for measuring anticipated progress of the Work, illustrating the anticipated payment schedule. Notwithstanding Section 15.1, the first three events noted below shall be payable within three business days of execution of this Agreement:

Event	Estimated Date	Description	Value	Payment to FCC	Retention
SCS contract Signature	4/18/2022	SCS	\$1,134,650.80	\$1.077,918.26	\$56,732.54
Contract signed	4/19/2022	C&D EQUIPMENT	\$6,609,837.11	\$6.279.345.25	\$330,491,86
Contract signed	4/20/2022	MSW EQUIPMENT	\$22,577,352.04	\$21,448,484,44	\$1.128.867.60
Final drawing projects (Design Development Phase)	7/25/2022	SCS	\$907,720.64	\$862,334.61	\$45,386.03
C&D VD Equipment final design	8/31/2022	C&D EQUIPMENT	\$1,652,459.28	\$1,569,836.31	\$82,622.96
GC RFP and negotaitions (Bid and negotiations GC Phase)	9/5/2022	SCS	\$907,720.64	\$862,334.61	\$45,386.03
Purchase compost equipment	9/6/2022	GC	\$6,884,003.37	\$6,539,803,20	\$344.200.17
Groundbreak	9/6/2022	GC	\$1,032,600.50	\$980,970,48	\$51.630.03
MSW VD Equipment final design	9/15/2022	MSW EQUIPMENT	\$5,607,572.50	\$5,327,193.87	\$280,378.62
Environmental permit SCS	10/3/2022	SCS	\$907,720.64	\$862,334.61	\$45,386.03
Earth movement and clean North compost area	10/3/2022	GC	\$5,507,202.69	\$5.231.842.56	\$275.360.13
Concrete Pad for C&D	10/25/2022	GC	\$1,376,800.67	\$1.307.960.64	\$68,840.03
Demo of maintenance building	10/25/2022	GC	\$344,200,17	\$326,990,16	\$17.210.01
Compost works for Greenwaste	11/15/2022	GC	\$1.032.600.50	\$980,970,48	\$51,630.03
C&D VD Equipment fabrication and shipment first	1/1/2023	C&D EQUIPMENT	\$4,131,148,19	\$3,924,590.78	\$206,557,41
Installation of C&D Canopy	2/27/2023	GC	\$6,539,803.20	\$6.212.813.04	\$326,990,16
Installation of new maintenance building	2/28/2023	GC	\$1.032.600.50	\$980,970.48	\$51,630.03
Shipment 1/3 containers	3/15/2023		\$4,131,148.19	\$3,924,590.78	\$206,557.41
MSW Demolition	3/20/2023	GC	\$3.097.801.51	\$2,942,911.44	\$154,890,08
Shipment before to the last container	4/15/2023	C&D EQUIPMENT	\$2,065,574.09	\$1.962.295.39	\$103,278,70
Canopies installation MSW	5/22/2023	GC	\$1,032,600.50	\$980,970.48	\$51.630.03
MSW Equipment fabrication and shipment First container	8/15/2023	MSW EQUIPMENT	\$14.018.931.24	\$13,317,984.67	\$700,946.56
C&D Intallation	11/16/2023	C&D EQUIPMENT	\$1,032,787.05	\$981,147.70	\$51,639.35
C&D Commisioning Plan	12/1/2023	C&D EQUIPMENT	\$1,032,787.05	\$981,147.70	\$51,639.35
Shipment 1/3 containers	1/15/2024	MSW EQUIPMENT	\$14,018,931.24	\$13,317,984.67	\$700,946.56
Old C&D plant demolition	2/19/2024	GC	\$688,400.34	\$653,980.32	\$34,420.02
Shipment before to the last container	4/15/2024	MSW EQUIPMENT	\$7,009,465.62	\$6,658,992.34	\$350,473.28
Install GORE system	5/27/2024	GC	\$2,062,965.46	\$1,959,817.19	\$103,148.27
MSW installation	11/1/2024	MSW EQUIPMENT	\$1,294,810.99	\$1,230,070.44	\$64,740.55
Construction Administration and Commisioning	12/1/2024		\$294,987.56	\$280,238.18	\$14,749.38
Retention Paid Out 40 Days After Completion	1/10/2025			\$5,998,359.22	
	,,	Total	\$119,967,184.31	\$119,967,184.31	\$5,998,359.22

15.9 If WPWMA fails to make any payment due under this Agreement for a period exceeding ninety (90) days, in addition to any remedies available under this Agreement or at law, WPWMA shall assign accounts receivables as described in this Section 15.9 from the flow commitments of the Member Agencies or any other entity delivering material to the Facility pursuant to a flow commitment agreement, to FCC upon written demand. FCC shall be paid directly by all such entities unless and until the until all delayed invoices are paid in full according to the payment schedule, for the purpose of continuing to pay, directly or indirectly, for the construction of the Facility. Additionally, if WPWMA has not proven to have secured financing sufficient to pay the entire Contract Sum under this Agreement within twelve (12) months of the execution of this Agreement, FCC may obtain financing to fund the remaining balance of the Contract Sum or assist WPWMA in doing so. All such financing shall be at commercially reasonable terms at market interest and coterminous with the initial term of the certain Operating Agreement and the Landfill Operating Agreement. In addition, such financing shall be subject to WPWMA's prior review and written approval, which shall not be unreasonably withheld. To fund such financing, WPWMA shall assign the portion of the accounts receivables from the flow commitments

of the Member Agencies or any other entity delivering material to the Facility pursuant to a flow commitment agreement, to FCC, or the entity FCC designates, necessary to retire the Project's financing. During such time period, WPWMA shall have no obligation to make any payments required by Article XV to the extent financed by FCC, or the entity FCC designates. However, such assignment shall not affect WPWMA's obligation to pay those operating fees required to be paid by WPWMA in accordance with those certain Operating Agreement and the Landfill Operating Agreement. In either of the events set forth in this Section 15.9, FCC shall also maintain the exclusive right to operate the entire Facility in accordance with and subject to those certain Operating Agreement and Landfill Operating Agreement governing the operation of the Facility and Landfill during such time period. This Section 15.9 shall be deleted and of no further force or effect upon WPWMA's closing of any financing sufficient to fund the Work, including any WPWMA financing to obtained to refinance or prepay FCC's financing. FCC shall further agree to any reasonable amendments to this section necessary for WPWMA to obtain and close such financing.

Article XVI. Bond Requirements

16.1 <u>Payment Bond</u>. FCC shall execute and provide to WPWMA, but only to the extent requested and paid for by WPWMA a Payment Bond in an amount required by WPWMA and in the form set forth in Exhibit A or such other form reasonably acceptable to WPWMA.

16.2 <u>Performance Bond</u>. FCC shall execute and provide to WPWMA, but only to the extent requested and paid for by WPWMA, a Performance Bond in an amount required by WPWMA in the form set forth in Exhibit A or such other form reasonably acceptable to WPWMA.

16.3 <u>Bond Provisions</u>. Should, in WPWMA's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, FCC shall renew or replace the effected bond within (ten) 10 days of receiving notice from WPWMA, at WPWMA's sole expense. In the event the surety or FCC intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the WPWMA, and FCC shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds, at WPWMA's sole expense. To the extent, if any, that the Contract Sum is increased in accordance with the Contract, FCC shall, upon request of WPWMA, cause the amount of the bond to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the WPWMA. If FCC fails to furnish any required bond, the WPWMA may terminate the Agreement for cause.

16.4 <u>Surety Qualifications</u>. Only bonds executed by an admitted surety insurer, as defined in California Code of Civil Procedure Section 995.120, shall be accepted. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the WPWMA.

16.5 <u>Warranties and Representations</u>. FCC is subject to all federal, state, and local conflict of interest laws, regulations and policies applicable to public contracts and

procurement practices, including but not limited to California Government Code section 1090 et seq. and section 81000 et seq. If FCC violates any conflict of interest law or any provision of this Section 16.5, the violation shall be grounds for immediate termination of this Agreement. FCC further warrants that the price and terms of any bonds set forth in this Section are commercially reasonably, and FCC has no business or similar relationship or arrangement with the surety except as surety and principal. FCC shall not receive any discount, reduction in price, or compensation from the surety that is not credited towards WPWMA.

Article XVII. WARRANTY

FCC warrants all Work under the Agreement to be of good quality and performed in a good and workmanlike manner free from faulty material workmanship. FCC's warranty excludes remedy for damage from any defective work or defect caused by abuse, alterations to the Work not executed by the FCC, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. FCC agrees that for a period of one year (in any transferable guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the Work, whichever is later) after the date of final completion, FCC shall within thirty (30) days after being notified in writing by the WPWMA of any defect in the Work or non-conformance of the Work to the Agreement, commence and prosecute with due diligence all Work necessary to fulfill the terms of the warranty at its sole cost and expense. FCC shall act sooner as requested by the WPWMA in response to an emergency to the extent reasonably possible. In addition, FCC shall, at its sole cost and expense, repair and replace any portions of the Work (or work of other contractors) damaged by its defective Work or which becomes damaged in the course of repairing or replacing defective Work. For any Work so corrected, FCC's obligation hereunder to correct defective Work shall be reinstated for (1) the remaining warranty period; or (2) an additional 60 day period, commencing with the date of acceptance of such corrected Work, whichever is sooner. FCC shall perform such tests as the WPWMA may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, excluding the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of FCC. All express warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the Work, to the extent transferable, are deemed to be obtained by FCC for the benefit of the WPWMA, regardless of whether or not such warranties and guarantees have been transferred or assigned to the WPWMA by separate agreement and FCC agrees to enforce such warranties and guarantees, if necessary, on behalf of the WPWMA. In the event that FCC fails to perform its obligations under this Article, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the WPWMA, the WPWMA 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 FCC's sole expense. The express warranties set forth above are in lieu of and supersede all other warranties whether expressed or implied, oral or statutory, including without limitation any warranty against defects or of merchantability or fitness for particular purpose, any obligation, liability, right, claim, or remedy in contract or tort.

For the avoidance of doubt, such express warranties set forth above are <u>not</u> in lieu of and do not supersede any remedies including by way of illustration and not by limitation those actions described in section 337.15 of the California Code of Civil Procedure.

Article XVII. Miscellaneous

18.1 It is understood and agreed that in no instance is any person, signing this Agreement for or on behalf of WPWMA or acting as an employee or representative of WPWMA, liable on this Agreement, or upon any warranty of authority, or otherwise.

18.2 FCC shall not assign any portion of the Agreement, and may subcontract portions of the Agreement only in compliance with the Subcontractor Listing requirements of California Public Contracting Code §20133 *et seq.* Notwithstanding the foregoing, FCC may assign any portion of the Contract Documents to a limited liability company or corporation formed to conduct business in California and wholly owned by Contractor.

18.3 The Contract Sum includes all allowances (if any).

18.4 In entering into a public contract or a subcontract to supply goods, services or materials pursuant to a public contract, FCC and subcontractors, if any, irrevocably 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 Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act, (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services or materials pursuant to the public works contract or the subcontract. This assignment shall be made and become effective at the time WPWMA tenders final payment to FCC, without further acknowledgment by the Parties.

18.5 This Agreement is executed in the County of Placer and is intended to be performed in the State of California, and the laws of that State shall govern its interpretation and effect. Any legal proceedings regarding this agreement initially shall be brought under the jurisdiction of the Superior Court of the County of Placer, State of California. Each party waives and federal court removal and/or original jurisdiction rights it may have.

18.6 WPWMA shall have the right to timely and fully review all phases of FCC's design including, but not limited to, drawings, specifications, shop drawings, samples and submittals, as specified in the Agreement. Such review, approval and other action shall not relieve FCC of its responsibility for a complete design complying with the requirements of the Agreement; but rather, such review shall be in furtherance of WPWMA's monitoring and accepting the design as developed and issued by FCC, consistent with these Agreement. FCC's responsibility to design and construct the Facility Expansion in conformance with the Agreement shall be absolute.

18.7 By entering into this Agreement, FCC accepts and agrees to the terms and conditions of Insurance and Indemnification stipulated in in this Agreement.

18.8 <u>Interpretation</u>.

18.8.1 The parties hereto acknowledge and agree that each has been given the opportunity to independently review this Agreement with legal counsel, and/or has

the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions of the Agreement.

18.8.2 In the event of a controversy or dispute between the parties concerning the provisions herein, this document shall be interpreted according to the provisions herein and no presumption shall arise concerning the draftsmanship of such provision.

18.9 This Agreement supersedes any and all agreements, either oral or in writing, between the Parties with respect to the subject matter herein. Each party to this Agreement acknowledges that no representation by any party which is not embodied herein or any other agreement, statement, or promise not contained in this Agreement shall be valid and binding.

18.10 All notices, demands, requests, proposals, approvals, consents and other communications which this Agreement requires, authorizes or contemplates shall be in writing and shall either be personally delivered to a representative of the Parties, at the address below or be deposited in the United States mail, first class postage prepaid (certified mail, return receipt requested), addressed as follows:

If to the WPWMA:

Western Placer Waste Management Authority c/o Risk Manager Risk Management Division 11491 B Avenue Auburn, CA 95603 All other matters, operations, contracts, etc.: Western Placer Waste Management Authority c/o Executive Director 3013 Fiddyment Road Roseville, CA 95747

If to FCC:

FCC Environmental Services, LLC Attn: Dan Brazil, Vice President of Operations 10077 Grogans Mill Rd, Suite 466; The Woodlands, Texas 77380 **IN WITNESS WHEREOF**, this Agreement has been duly executed by the Parties hereinabove named, on the day and year first herein written.

FCC Environmental Services, LLC

(If a Corporation, two signatures are required unless corporate authorization of a singular signature is provided.)

Dated this _____, 2022

NAME

TITLE

WPWMA

Chair Western Placer Waste Management Authority

APPROVED AS TO FORM BY:

WPWMA COUNSEL

Exhibit A Bonds

- 31 -

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, Western Placer Waste Management Authority (hereinafter referred to as "WPWMA") has awarded to FCC Environmental Services, LLC, (hereinafter referred to as the "Contractor") an agreement for (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Agreement 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 Contractor 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 undersigne	ed Contractor and
as Surety, a corpor	ation organized and
duly authorized to transact business under the laws of the State of California	, are held and firmly
bound unto the WPWMA in the sum of	DOLLARS,
(\$), said sum being not less than	(%) of the total
amount of the Agreement, for which amount well and truly to be made, we	bind ourselves, our
heirs, executors and administrators, successors and assigns, jointly and seve presents.	rally, firmly by these

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, 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-year guarantee of all materials and workmanship; and shall indemnify and save harmless the WPWMA, 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 condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by WPWMA, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the WPWMA from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the WPWMA's rights or the Contractor or Surety's obligations under the Contract Documents, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the WPWMA to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the WPWMA'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 WPWMA, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the WPWMA under the Contract Documents and any modification thereto, less any amount previously paid by the WPWMA to the Contractor and any other set offs pursuant to the Contract Documents.
- (3) Permit the WPWMA to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the WPWMA under the Contract Documents and any modification thereto, less any amount previously paid by the WPWMA to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the WPWMA may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the WPWMA, when declaring the Contractor in default, notifies Surety of the WPWMA's objection to Contractor'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, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN	WITNESS WHEREOF	, we	have	hereunto	set	our	hands	and	seals	this	 day of
	, 20).										 •

(Corporate	Seal)
------------	-------

Contractor/ Principal

Ву _____

Title _____

- 33 -

(Corporate Seal)	Surety
	By Attorney-in-Fact
Signatures of those signing for the corporate authority attached.	Contractor and Surety must be notarized and evidence of
(Attach Attorney-in-Fact Certificate)	Title
The rate of premium on this bond is charges, \$ (The above must be filled in by corpo <u>THIS IS A REQUIRED FORM</u> Any claims under this bond may be a (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 authorizing the person signing on behalf of the Surety to do so must be attached hereto.

	Notary Ackn	nowledgment
A notary public or other verifies only the identity of document to which this ce truthfulness, accuracy, or	officer completing this certific of the individual who signed ertificate is attached, and not validity of that document.	cate the the
STATE OF CALIFORNIA COUNTY OF		
On, 2	20, before me,	, Notary Public, personally
appeared		, who proved to me on the basis of satisfactory
me that he/she/they execu	uted the same in his/her/th	ubscribed to the within instrument and acknowledged to neir authorized capacity(ies), and that by his/her/their tity upon behalf of which the person(s) acted, executed
I certify under PENALTY O is true and correct.	F PERJURY under the law	s of the State of California that the foregoing paragraph
	W	ITNESS my hand and official seal.
Signature of Notary	Public	
	OPTI	ONAL
Though the informatio and could p	n below is not required by law, it prevent fraudulent removal and re	may prove valuable to persons relying on the document eattachment of this form to another document.
CAPACITY CLAIMEI	D BY SIGNER	DESCRIPTION OF ATTACHED DOCUMENT
□ Individual □ Corporate Officer		
Title(s))	Title or Type of Document
Partner(s)	Limited General	Number of Pages
 ☐ Attorney-In-Fact ☐ Trustee(s) ☐ Guardian/Conservator ☐ Other: Signer is representing: Name Of Person(s) Or Entity(ies) 		Date of Document
		Signer(s) Other Than Named Above

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the Western Placer Waste Management Authority (hereinafter designated as the "WPWMA"), by action taken or a resolution passed______, 20____has awarded to FCC Environmental Services, LLC hereinafter designated as the "Principal," a contract for the work described as follows:

(the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Agreement for the Project dated ______ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

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 WPWMA 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 contractor 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.

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 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 WPWMA and original contractor 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, we have hereunto set our hands and seals this _____ day of _____, 20___.

(Corporate Seal)	Contractor/ Principal By
	Title
(Corporate Seal)	Surety
	By Attorney-in-Fact
	Title

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so 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,, No	otary 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 instrume me that he/she/they executed the same in his/her/their authorized capacity(ies), a signature(s) on the instrument the person(s), or the entity upon behalf of which the per the instrument.	and that by his/her/their
I certify under PENALTY OF PERJURY under the laws of the State of California that is true and correct.	the foregoing paragraph
WITNESS my hand and official se	eal.
Signature of Notary Public	
OPTIONAL	
Though the information below is not required by law, it may prove valuable to persons relyin and could prevent fraudulent removal and reattachment of this form to another do	g on the document cument.
CAPACITY CLAIMED BY SIGNER DESCRIPTION OF ATTA	CHED DOCUMENT
□ Individual □ Corporate Officer	
Title(s) Title or Type of D	Document
□ Partner(s) □ Limited	ages
☐ Attorney-In-Fact	
□ Trustee(s) □ Guardian/Conservator Date of Docu □ Other: Signer is representing:	iment
Name Of Person(s) Or Entity(ies)	
Signer(s) Other Than	Named Above

Exhibit B Scope of Work

Scope of Work

Based on the contract for the 30% design, FCC presented a response to the proposal with the design of the expansion of the Facility. FCC will finalize that expansion based on the design proposed to WPWMA on September 24, 2022. FCC shall prepare, preliminary design documents consisting of drawings, calculations, and other necessary documents to determine, describe and determine the value of the extent and the character of the proposed project. The documents shall identify the site layout, grading and drainage, architectural, structural, electrical, materials, and such other elements as may be appropriate. The drawings to develop will include

- Site Plan
- Grading and Drainage Plan
- Site Utility Plan
- Building Layout and Building Floor Plans
- Equipment List
- Equipment General Arrangement Plan
- Waste Receipt and Processing Flow Diagram(s)
- Floor Plans
- Building Elevations
- Foundation Plan
- Typical Sections and Details
- Electrical Schematics
- Traffic and vehicular operations flow diagram

FCC shall prepare a detailed cost estimate of the expansion of the Facility inclusive of all construction related costs necessary to provide a complete in place and functioning Facility. FCC shall provide a detailed list of the type, manufacturer, model number and any related pertinent information necessary for the WPWMA to clearly understand the intentions of the functioning Facility.

FCC shall prepare a list of existing WPWMA facilities, their condition, and detail regarding which facilities will be kept as is, replaced, repurposed, etc. FCC shall also estimate the costs or savings associated with the removal, replacement, or repurposing of each individual facility.

FCC will confer with WPWMA to determine if any elements of the FCC's proposed design materially deviate from the scope of the projects analyzed in the Environmental Impact Reports ("EIR(s)") covering the development and operation of the Facility including the WPWMA's current Waste Action Plan EIR.

FCC shall perform the following services and include the following information on the drawings to be prepared by FCC's contractors:

<u>Regulatory Compliance</u>: FCC shall review all applicable Federal, State and local code, regulation or law sections governing the improvement, expansion and operation of the Facility. FCC shall identify any issues of concern that may affect the design with the assumption that FCC's proposed Facility design will comply with all applicable codes and regulations.

Power Requirements: FCC shall estimate the power and lighting requirements for the Facility and shall verify the adequacy of the existing service point. If FCC determines the existing service point is inadequate, FCC shall determine the viability and cost of a new service from facilities on Athens Avenue or Fiddyment Road.

<u>Water Service</u>: FCC shall determine water supply requirements for domestic, recycled and fire protection for the site. FCC shall contact the local fire authority and local water provider to determine location, size, and capacity of existing systems along with any requirements for new connections and service.

<u>Sewer Connection and Wastewater Handling:</u> FCC shall determine sewage disposal requirements for the Facility, including identifying the location, size and depth of the existing and proposed sewer improvements and resultant discharge rate, connection fee and monthly sewer fee based on current County of Placer sewer connection fees provided by the WPWMA.

<u>Grading and Drainage</u>: FCC shall prepare a preliminary grading and drainage plan for the site. FCC shall compute preliminary earthwork quantities to determine shortage or excess of material and the need for stockpile areas. If FCC anticipates that runoff for the project site will be collected and discharged into an on-site retention

pond by way of the existing storm water conveyance system, FCC shall identify how the post-project peak stormwater flow will be limited to the pre-project levels and the cost of installing and operating such a system. <u>Access, Vehicle Maneuvering, and Parking Requirements</u>: FCC shall review vehicle access and maneuvering areas for adequate space requirements, minimize areas where vehicles must turn around and areas lost to roadway, determine the commercial customer traffic flow, and estimate of time to unload and required queuing areas, and determine FCC's parking needs and adequacy of existing FCC parking areas or need for additional FCC parking. <u>Traffic and Equipment Interaction Points:</u> FCC shall provide an analysis of proposed flow of commercial and non-commercial customer (i.e., self-haul) traffic in coordination with daily FCC operations and foreseeable operations of other WPWMA contractors (e.g., landfill operator, etc.), estimate the customer queuing times, adequacy of unloading and queueing spaces, ease of access and unloading times for each traffic group. Foundation, Footing Design: FCC shall outline the preliminary design assumption for recommended foundations

for the improvements using geotechnical information provided by WPWMA from historical subsurface studies. **Expansion of Structures:** FCC shall review the general layout and design of any expansions to existing buildings including, but not limited to, the location and spacing of columns, removal of existing columns and replacement with alternative supporting systems, frames, and minimum height for framing members as necessary.

<u>New Structure</u>: FCC shall provide the general layout and design of any new material structures, including but not limited to receiving, processing, finished product storage/marketing and load-out areas as appropriate.

Equipment General Arrangement: FCC shall provide the general layout and design of the materials processing, screening, sorting and handling equipment including, but not limited to, conveyor configurations, screening or sorting equipment, vehicular access routes, elevated platforms, chutes, access stairs, supports or bunker locations, in ground or walking floor features, balers and related material handling systems.

Environmental Control Systems: FCC shall provide the intention, layout, sizing, and performance-based operations factors for environmental control systems to measure and mitigate sewer, water, stormwater, odor and dust impacts resulting from its proposed construction and operation activities. FCC's proposal is below.

DRAWINGS AND DESCRIPTION OF PROPOSED FACILITIES

FCC will design, build, and operate a state-of-the-art recycling centre with the latest technology available in the market. FCC's facilities' design will meet and exceed all of the solicitation requirements and the regulatory requirements as well. We have put special design emphasis on odor mitigation, as we are aware this is of utmost importance to the WPWMA. The new equipment will allow FCC to recover more materials, achieving a much higher diversion rate than the current one. FCC's design aims to be cost effective for the WPWMA, with a reduction in capital investment by utilizing the existing building, as compared to building a new facility.

FCC designs its recycling plants with the following goals in mind:

- Ensuring safety of workers by minimizing and eliminating the chances of accidents
- Safely managing the traffic flow by minimizing cross traffic flow
- Maintaining flexibility of operation
- Ensuring optimum utilization of manpower, materials, equipment and available space
- Achieving the best quality possible for our products by investing in the best equipment
- Flexibility in design to adapt to the changing future requirements

FCC is proposing a new layout of the facility. FCC envisions a safe and cost-effective way of managing all the streams of waste that are received at the WPWMA facility.

1.1 Site Plan

FCC has designed the new site plan for the WPWMA thinking on the safety and efficiency of the operations. For that FCC proposes:

- Increment the number of scales from five to eight to make sure there are not queuing and the traffic flow goes as safe as possible.
- Adding a roundabout to control the traffic flow in the entry of the facility.
- Increment the number of parking spaces for employees so they can access to the MRF from a safe place.
- Replace the MSW equipment for a more technological and efficient equipment able to meet all requirements (operational, odors, safety, etc) and regulations.
- Replace the C&D equipment for a more technological and efficient equipment able to meet all requirements (operational, dust control, safety, etc) and regulations.
- Redesign the composting operations to introduce more efficient system with better recovery qualities and an odor control system.
- Remove the actual maintenance building and build a new one in a less traffic area.
- Change the traffic flow within the facility to have all trucks going in one direction for safety purposes.

Existing Conditions Site Plan



Proposed Site Plan



1.2 Traffic and vehicular operations flow diagram

The drawings in this section depict the traffic management plan to be employed to effectively control and manage all vehicle movements on the site. Our goal is to have all traffic flow in one direction; therefore FCC proposes the use of a roundabout to regulate traffic at the entrance to the facility. This is shown in each one of the traffic flow drawings.

To accompany the following descriptions, please refer to the drawings, which indicate the traffic routes and site signage. This is also part of the site traffic management plan.

- INCOMING VEHICLES

All incoming delivery vehicles will pass over a scale that is managed by WPWMA personnel. All vehicles will proceed in the same direction as shown in the drawing below. There will be signage that directs the vehicles to the specific area of the facility: MSW; C&D; Public Drop-off and Buy-Back; HHW, and Composting.

- Municipal Solid Waste (MSW) Vehicles

The commercial MSW collection trucks will have a dedicated scale to expedite entering the site and to avoid having queues at the facility entrance. FCC is proposing as an option to manage this scale automatically using a dedicated kiosk. This is further explained in section 9.17 Scales.

The commercial MSW collection trucks will proceed to the tipping floor, entering through one dedicated 26 ft. tall bay door. The commercial collection trucks will discharge the material in the designated area and leave through the same door. In order to maintain safe working conditions, the tipping floor will be staffed at all times and only authorized personnel will be allowed on the tipping floor.

When leaving the site, the vehicles will pass over the exit scale, which FCC proposes to move closer to the exit to avoid cross traffic.

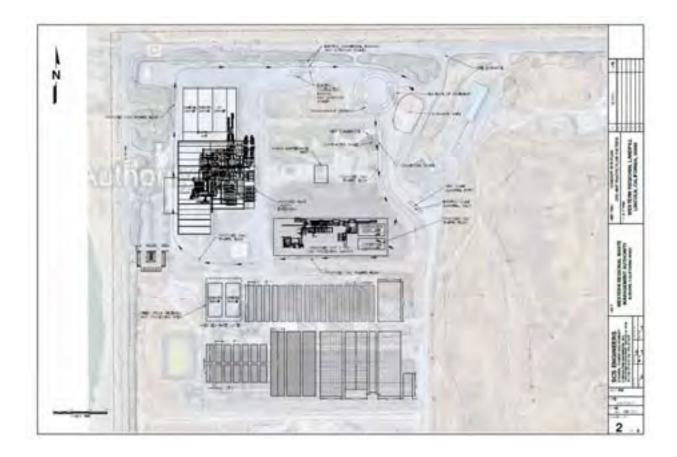
All contractors entering the site will have a dedicated scale controlled by WPWMA. These vehicles will access the MSW facility and proceed to the tipping floor, entering through a dedicated 26-ft tall bay door. The contractor's trucks will discharge their material in the designated area and leave through the same door.

Subject to the final risk assessment for the facility, and in addition to the below procedure, a small holding traffic light will be positioned immediately prior to the joint traffic flow. This is to ensure safety on the property.



- Construction and Demolition (C&D) Waste

The C&D trucks will proceed through a dedicated scale that will also be used for incoming organic materials trucks. The C&D trucks will go around the MSW building, past the composting area, and unload on the tipping floor of the C&D facility. In order to maintain safe working conditions, the tipping floor will be staffed at all times and only authorized personnel will be allowed on the tipping floor. They will leave the C&D facility and drive to the outbound scale as shown on the traffic drawing. There will be separate scales for contractors and for commercial vehicles.



Organic Materials/Compost Feedstock Vehicles

The commercial organic materials collection trucks will proceed through the same inbound scales as commercial C&D vehicles. They will go around the MSW building and unload on the compost receiving pad. In order to maintain safe working conditions, the compost receiving pad will be staffed at all times, and only authorized personnel will be allowed. The organic materials trucks will leave and drive to the outbound scale, as shown on the traffic drawing.



- Commodity Vehicles (Trucks that collect the final products to be delivered to end-user/processors)

For the removal of clean commodities, authorized vehicles will enter the site and use the same inbound scale as C&D and organic materials trucks. The vehicles will then proceed to the designated areas by circling the MRF building to load the commodities. This alternative route around the building will reduce traffic congestion and the risk of a potential accident by segregating input and output vehicles.

Once loaded, the commodity vehicle will continue around the building and leave the site via the outbound exit scale. All weights will be recorded and printed on a scale receipt provided to the driver before leaving.



- Residue Vehicles (Trucks for transferring internal residue from the operations to the landfill)

For the removal of residue from the MRF or C&D facility and delivery to the landfill, the internal trucks for FCC will all have tare weights for the different boxes and trailers to expedite the process. The trucks will go directly to the landfill. At the scale, they will either dial in the kiosk, if WPWMA accepts our scale option, or they will stop at the scale house to report their tractor number and box number.



- Landfill Trucks

The trucks coming to the site to tip directly at the landfill will have a dedicated set of in-bound and out-bound scales. This will eliminate cross traffic with the other vehicles at the site and allow them more efficient access to the landfill. The traffic flow for these vehicles is shown on the drawings below.



- Staff and Visitors

Staff and visitor vehicles will enter the site using an alternative entrance at Fiddyment Rd, from the delivery and collection vehicles to ensure that personnel vehicles are segregated from trucks.

The same controlled entrance system will also be used for all personnel cars (with the exception of staff who will have pass cards to enter the site). Staff and visitors will be directed to the office block parking area.

A separate exit will be used by all staff and visitors to ensure a safe exit from the site away from trucks.

1.3 Grading and Drainage Plan

- Existing Drainage

We have prepared an existing grading and drainage plan for the site to fully understand current grading conditions, how and where stormwater is collected, particularly non-contact stormwater and contact storm water (rainfall or runoff that comes in contact with compost), and where stormwater is discharged.

Currently, the composting activities are occurring in two separate areas;

- 1) The south compost area where:
 - Approximately ³/₄ of the contact water runoff is discharged via surface flow to the South Compost Pond.
 - Approximately ¹/₄ of the contact water is directed via surface flow to a drop inlet (DI) and conveyed to either the North Compost Pond or the East Stormwater Detention Basin, via a buried 24" drainpipe. Nortech design plans for site grading and drainage indicate the 24" drainpipe discharges to the East Stormwater Detention Pond, however we believe the stormwater should be treated as contact water and should be discharged to the North Compost Pond.
- 2) The north compost area, where all of the contact runoff is directed via surface runoff into a drainage ditch that discharges to the North Compost Pond.

Further, stormwater runoff from the existing C&D processing facility (currently located between the southern composting area and the northern composting area) surface drains toward the north and collects in a drop inlet, which as depicted in the Nortech site grading utility plan, and discharges into the East Stormwater Detention Pond through a buried 24" drainpipe. Reviewing the North Compost Pond improvement drawings prepared by Geo-Logic, it appears this drainpipe is located within the excavation expansion of the North Compost Pond, and will no longer be capable of discharging to the East Stormwater Detention Pond. However, we consider runoff from the C&D Facility as being impacted and should be treated as contact water and discharged to the North Compost Pond.

- Proposed Drainage

Our proposed design relocates all compost operations to the concrete surface immediately east of the South Compost Pond. This results in:

- 1) Approximately 3/4 of the compost contact water runoff discharged to the South Compost Pond; and
- 2) Approximately ¹/₄ of the compost contact water directed to the North Compost Pond, once the pond expansion is complete.

Our proposed design also relocates the C&D Processing Facility north of the proposed composting area. We believe runoff from the area immediately surrounding the proposed C&D Processing Facility should be considered contact water, and would be discharged to the South Compost Pond.

The proposed drainage discharge matches the current drainage discharge to the North and South Compost Pond and the East Stormwater Detention Pond. We have prepared preliminary hydrology calculations for the proposed Compost Facility and C&D Processing Facility, and have verified that the discharge ponds are adequately sized (including the North Compost Pond expansion).

As a result, there is no net change in the volume of contact and non-contact stormwater discharge at the site, and the same quantity of stormwater is anticipated to be discharged to the compost and stormwater ponds as in current conditions. In other words, post-project peak stormwater discharge matches pre-project stormwater discharge conditions and quantities.

- Proposed Grading

We have reviewed the existing site grading, and find it fundamentally acceptable for the proposed improvements to composting, C&D processing, MRF, and vehicle flow. Minimal changes to existing grading is proposed in several locations:

- 1) The existing fiber reinforced concrete surface around the proposed C&D Processing Facility will be removed, and graded around the C&D Processing Facility foundation (level slab) to provide drainage.
- 2) The existing unsurfaced drainage swale south of the proposed C&D Processing Facility will be graded to collect and direct contact runoff from the compost facility into a DI, through an existing 24" drainpipe, and will be conveyed to the North Compost Pond.
- 3) The area south of the existing paved parking area will be graded to provide for additional paved parking surface.

Approximately 2,000 cubic yards (CY) of soil earthfill will be required for rough grading the C&D Processing Facility pad and surrounding area. Approximately 600 CY of cut will be required for rough grading the parking lot expansion area.

1.4 Site Utility Plan

1.4.1 Water Service

Currently, domestic, fire protection, and irrigation water are all supplied from the potable water connections. Our proposed design improvements will result in:

- 1) Potable water will continue to be supplied from the existing connections at approximately the same monthly usage rate.
- 2) Fire protection water will continue to be supplied from the existing connections. Since fire protection water is supplied on demand, there is no change to the anticipated usage rate in the event of a localized facility fire. Existing pressure from the water connection is adequate for site fire protection needs, and at this time, a fire protection water tank is not anticipated to be needed.

Utilizing treated wastewater from the City of Lincoln Wastewater Treatment Facility, via the "purple pipe" located across Fiddyment Road was considered to ultimately reduce the quantity of fire protection water required from the potable water connection in the event of a fire. However, possible sediment in the wastewater, as well as potential variability in the treated wastewater chemistry presented concerns for use as a source of fire protection water service.

3) Irrigation water is currently supplied from the existing potable water connection. We propose to supply treated irrigation water from the City of Lincoln Wastewater Treatment Facility, via the "purple pipe" located across Fiddyment Road. Existing pressure in the "purple pipe" is adequate for the irrigation needs. A new water connection will be constructed across Fiddyment Road to supply the treated wastewater to the irrigation system, with necessary water meters and pressure reduction devices. Long-term irrigation water demand is anticipated to be reduced as landscaping around the facility entrance and the Authority office is replaced with low water use landscape treatment. However, the irrigation source will not be directly impacted by potable water shortages, as the treated wastewater is readily available.

In summary, the existing potable service connections are acceptable for the proposed facility improvements. No new connections to the potable water service line will be required. A reduction in potable water service needs is anticipated associated with the project's proposed improvements.

1.4.2 Sewer Connection and Wastewater Handling

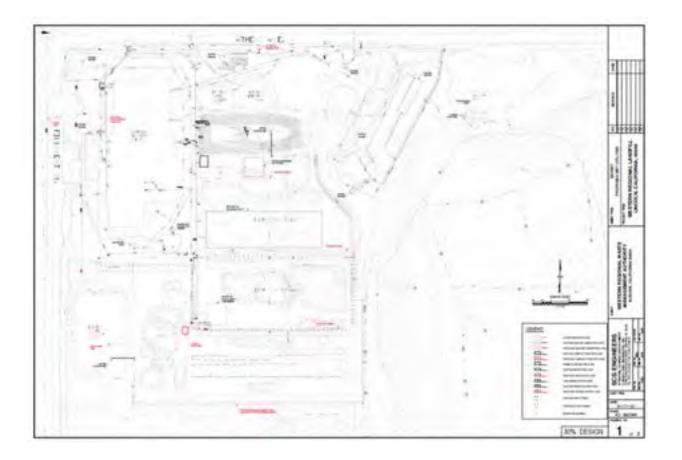
We have evaluated sewer and wastewater disposal requirements of the proposed facility modifications with that of the current facility operating conditions, and have the following observations:

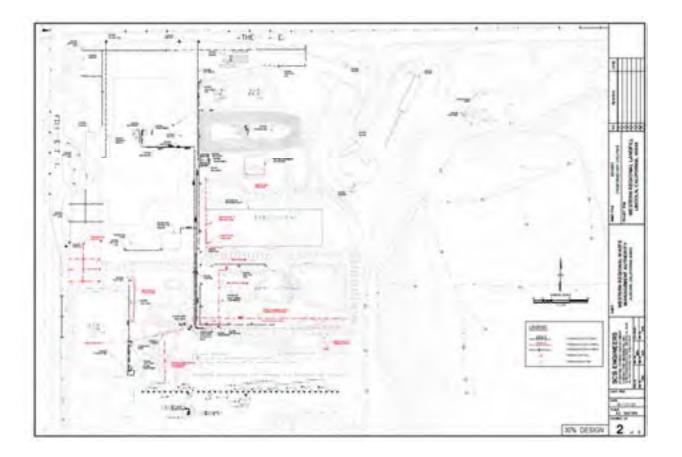
 Wastewater disposal consists of grey water and black water from facility restrooms and kitchen areas, wash water from MRF operations and equipment cleaning, and landfill leachate/landfill gas condensate from the landfill.

- 2) Facility restroom and kitchen area wastewater generation is related to the size of the operations staff. As a result of equipment upgrades and process method improvements, the facility operation staff size is anticipated to be reduced from 55 to 44 people per shift. This results in a direct reduction in sewer wastewater generation and required disposal.
- 3) The upgrade in MRF equipment and housekeeping practices will improve the cleanliness of the operation, and as a direct result less wastewater generation is anticipated.
- 4) Landfill leachate generated by rainfall infiltration at the working face, at areas receiving daily cover, and at areas receiving interim cover is directly impacted by the operations practices on the landfill staff. FCC's landfill operation practices will result in less rainfall infiltration, fewer, if any, leachate seeps that must be controlled and collected, and ultimately the volume of leachate pumped from the leachate collection and removal system on a monthly and annual basis.

The existing sewer infrastructure is adequate to support the proposed facility improvements. The location, size and depth of the existing sewer system is adequate and will not be changed. The only proposed sewer improvements are associated with construction of a new equipment maintenance shop. No new connections or connection fees will be required.

Sewer disposal requirements for the proposed facility improvements are anticipated to be lower than the current operating conditions. Although monthly sewer fees based on current County of Placer sewer connection fees were not provided by the WPWMA, based on the reduced generation and required discharge of sewer and wastewater, monthly sewer fees are anticipated to be reduced, based on the current fee structure.



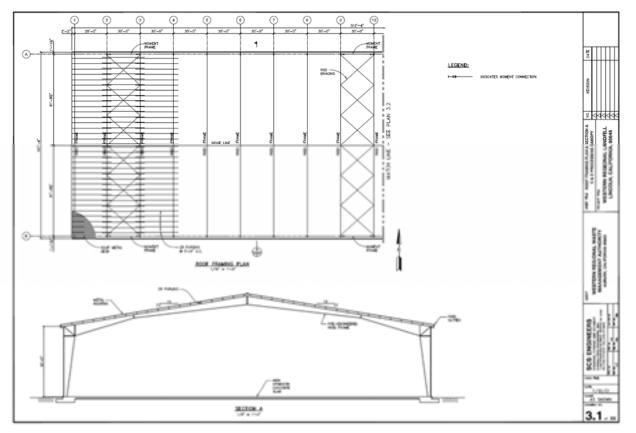


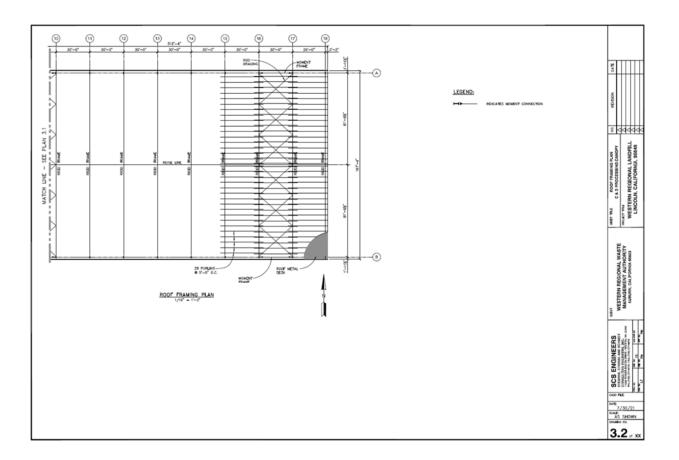
1.5 Landscaping Plan

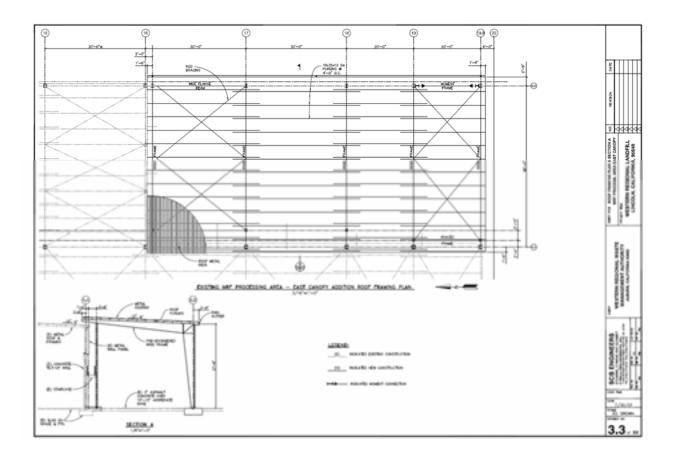
As per WPWMA indication from our meeting held on July 29, we included in Landscaping options.

1.6 Building Elevations

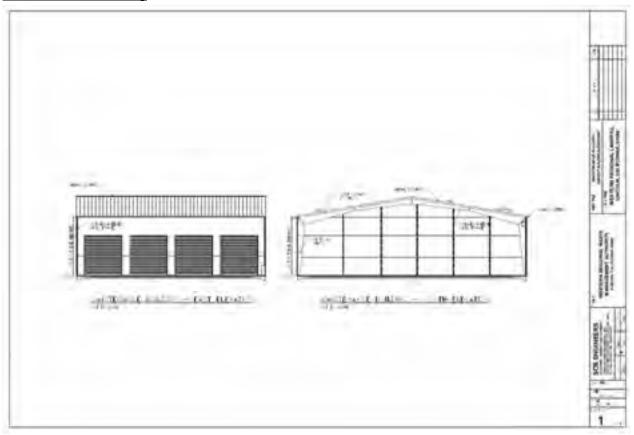
<u>C&D Canopy</u>







Maintenance Building



1.7 Equipment List and General Arrangement Plan

1.7.1 MRF

FCC has developed equipment specifications, drawings and a concept design for municipal solid waste (MSW) recycling and processing at the proposed FCC facility in Western Placer County to recover valuable recyclables and maximize diversion of organics for biological processing. Van Dyk Recycling Solutions, (VDRS) of Norwalk, CT desires to provide a Design Build MSW Separation System in accordance with the Western Placer County specifications (unless otherwise noted), to be utilized at the proposed facility.

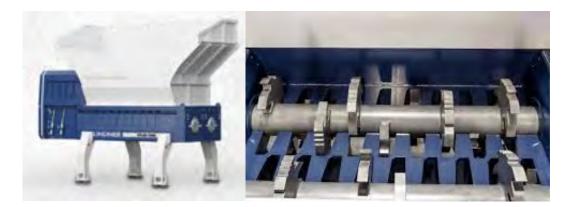
The proposed VDRS MSW Separation System will be comprised of dual processing equipment systems (lines). Each of the lines will have the capacity to process 50+ tons per hour of bagged and/or loose MSW waste. The lines may be operated in tandem, or as separate processes. The following narrative describes the progression of MSW as it navigates either of the lines, beginning with the tipping areas. Each processing component will be depicted on the drawings and process flow diagrams provided within the quotation.

The VDRS design, will allow MSW to be placed into the in-feed points of the lines, and in the most generic terms, the lines homogenize and present the MSW into several manageable fractions, so the different sorting equipment and manual labor can effectively detect and separate out valuable recyclables and maximize the diversion of organics to composting. The process yields these several newly created recovered materials captured in sort bunkers while the organics are separated out and conveyed to the composting area.



As MSW is placed on the tipping floor a hydraulic excavator equipped with a long reach, hydraulic swivel clamp bucket (not included) allows the equipment operator to pre-sort the MSW and place pre-sorted MSW into the in-feed points of the lines. VDRS recommends the excavator as the preferred method of in-feed equipment as the equipment operator can visualize and efficiently pre-sort (remove) large bulky contaminants and/or capture large recoverable material such as cardboard and metals from the MSW by placing them into separate roll-off containers (not included). Items that are not suitable to enter the in-feed point of the lines may include: large steel items, hazardous material, and flammable liquids. It is recommended that extremely wet MSW loads are introduced into the lines at a reduced volume and combined with other pre-sorted MSW at the in-feed point. The equipment operator manages the selection of materials. He decides the materials that should not be processed by the lines and/or subject any manual sorter to come in contact with, by removing them with the in-feed equipment and/or additional machinery and personnel on the tipping floor.

- Primary Bag – Openers



The excavator places pre-sorted MSW directly into the in-feed point of the lines (oversized inlet hopper of each Bag Opener) or in ground feeder belts, the inlet hopper presents MSW to the bag opener to create a regulated flow of MSW contents. The functions of the bag opener include; (i) opening bagged MSW and, (ii) liberate MSW material from the bags and, (iii) homogenize all the materials in the incoming stream to a manageable size and, (iv) minimize the creation of additional fines. The bag openers provide a consistent feed rate to the lines by controlling the burden depth of MSW and resulting in maximum material recovery rates.

From the bag opener, the material is conveyed to a set of screening technologies.

AWS (Anti Wrapping Starscreens)



0 – 2" Sizing – Organic Fines Removal

The AWS screen has openings between the shafts to separate MSW material that is less than 2" from that which is 2" or larger in size. The smaller fraction material falls through the openings as fines, while the larger waste fraction is carried over the screen to the next process. The <2" organic fines fraction contains the vast majority of the organics so this fraction goes directly to composting after it passes an over belt magnet to recover the ferrous metals (FE). Having the fines removed, the >2" remaining fractions will continue on to the 3D Trommel Screen.

- 3D Trommel Screen



The 3D Trommel Screen has openings to separate MSW material that is less than 16"

from that which is 16" or larger in size. The >16" fraction in conveyed to an OCC screen for the recovery of large cardboard. The recovered OCC passes a manual QC (quality control) station before being conveyed to a bunker for baling. The >16" non-OCC fraction goes to a large manual sort station for the recovery of valuable large recyclables such as mixed rigid plastics (MRP), metals and wood. All recovered materials are dropped into a storage bunker underneath for easy material handling. Residue off the end of the manual sort station is conveyed to a central load out area and placed directly into (4) trailers. This allows a full trailer of residue to be swapped out while

one of the other three (empty trailers) are being filled.

The smaller fraction material falls through the openings as fines, while the larger waste fraction is carried over the screen to the next process. The <16" fines fraction is conveyed to a second AWS screen to separate the <5" fraction to be processed separately to recover metals and plastics. Having the fines removed, the 5"-16" fraction will continue on to the Wal-Air Drum Separators.



WAL-AIR - Three Way Drum Separators



The WAL-AIR Drum Air Separator is a highly versatile piece of equipment with multiple variables that can be adjusted to pinpoint specific separation of MSW based on weight and density. This two way WAL-AIR device separates the MSW into two different density streams: "heavies" and "lights".

<5" Processing Line

The <5" will continue on to the Wal-Air Drum Separators to split this material into "heavies" and "lights". The "lights" pass beneath a magnet to recover any ferrous (FE) metals. This FE metal is conveyed to the centralized FE bunker. The remaining mixed waste is conveyed to an Eddy Current to recover non-ferrous (NF) metals. The vast majority of aluminum cans (UBC) will be contained in this 0-5" lights fraction. Having the metals removed, the remaining mixed waste is conveyed to a Spaleck 3D Waste Screen to remove any remaining <3" fines before the >3" fraction continues

to a TOMRA Sensor Based Sorter to remove all plastics. The plastics sorted out are conveyed to join the larger plastics further downstream. The remaining 3"-5" non-plastic fraction continues to a manual Post Sort Station to recover any remaining non-ferrous metals and plastic containers before going to organics processing.

SPALECK 3D Waste Screen



SPALECK is a leader in screening technology. The 3D Waste screen does very accurate sizing in three dimensions while providing almost blockage-free screening, minimum effort for cleaning with very good accessibility, and very low operating costs due to maximum machine availability.



TOMRA Sensor Based Sorters (TITECH)

The materials sent to a Sensor Based Sorter are dropped onto a high speed acceleration conveyor to reduce the material burden depth to a single layer. This precise orientation allows TOMRA Autosort 5 units to recognize all the different objects on the conveyor using a combination of an extremely high resolution NIR sensor and an integrated metal detection sensor. Processing accurately in micro-seconds, the TOMRA recognizes and makes a sorting 'decision' to either send a signal to the air valve block to positively eject valuable recyclables or to not eject certain material that simply pass through.

- Eddy Currents



The single Eddy Current per line is for the recovery of aluminum (AL) and some other NF. AL is propelled over the eddy current's adjustable gate and is then air conveyed to a storage bunker for baling.

- In-line Magnets

The in-line magnetic separators will capture ferrous metals from the MSW. Ferrous metals are conveyed and collected to a centralized FE bunker for easy material handling.

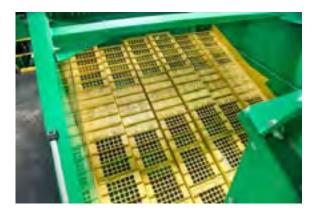


There are five Cross Belt Magnets in the sorting system. All magnets are sized accordingly to recover the FE metals of various sizes and densities from the different stages throughout the system. Based on VDRS experience, we realize that simply having one magnet to capture all FE metals is not possible – our design has three magnets per line, positioned in the proper locations.

- >5" Processing Line

The >5" fraction will continue on to the Wal-Air Drum Separators to split this material into "heavies" and "lights". The "lights" continue to TOMRA Sensor Based Sorters to remove all plastics. This concentrated plastics fraction continues to Lubo Elliptical Screens to separate the 2D fraction (films) from the 3D fraction (rigid containers). The 2D films go to a compactor and the 3D plastics go to the container line for recyclable recovery. The non-plastic fraction goes to another set of TOMRA Sensor Based Sorters to remove all fiber (paper). Any non-fiber continues to a manual Post Sort Station to recover any remaining organics (textiles), fiber and plastic containers before going to the compactor load out system.

Lubo Elliptical Screen



An elliptical or ballistic separator is for accurate separation of 2D and 3D materials. Striding paddles walk 2dimensional objects over the screen (items like film bags and light sheet paper). Rigid items (bottles, cans, 3-D cardboard) bounce back. Paddles have true 2" holes in them to allow the last bit of organics fines to fall through for composting. In summary, the elliptical screen accurately removes light sheet paper, film, and fines to properly prepare a container line for further processing (such as optical or robotic sorting).

- Heavies Processing Line

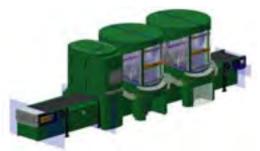
The "heavies" separated by both the <5" and the >5" WAL-AIR drum system are conveyed beneath a magnet for FE removal and to a TOMRA Sensor Based Sorter to positively eject out clean wood. The remaining waste after sensor based sorting will continue to a manual sort station for potential recovery of additional materials such as mixed NF metals. Sorters place desired materials into drop chutes and they are deposited into the storage bunkers beneath the sort station. Residuals from the "heavies" manual sort station are conveyed to a central load out area and placed directly into (4) trailers. This allows a full trailer of residue to be swapped out while one of the other three (empty trailers) are being filled.

- 3D Plastic Container Line

The valuable 3D plastics is conveyed to a container processing line consisting of several TOMRA Sensor Based Sorters for the recovery of PET, HDPE (colored and natural manual separated) and mixed plastics. All plastic commodities pass a manual quality control station before being conveyed to a storage bunker for baling. All remaining residue will be conveyed to a multi compactor load out system.

Concentrated Mixed Fiber

All fiber concentrated by the sensor based sorters is conveyed to a Robotic QC station (RoBB-AQC) to remove non-fiber contamination. The clean fiber is then conveyed to the Rolling Bed Dryers to greatly upgrade the fiber quality or the fiber can be conveyed directly to composting.



RoBB-AQC

Bollegraaf has developed and proven the fastest, most precise and most reliable robotic waste sorting solution available on the market. RoBB-AQC is an Al-powered, fully-automated robotic sorting machine designed for improved quality control sorting in a recycling system. The new Bollegraaf Al-powered RoBB-AQC is the first sorting robot that combines the accuracy of NIR detection with the adaptability of Al-powered learning. No other recycling robot uses near-infrared technology, which is the only technology capable of detecting items by their material composition. As a final quality control step on a container line, one RoBB robotic sorting unit will recover up to 70 picks per minute. That's higher productivity and better reliability than two human sorters. The robotic system is designed with flexibility in mind, as it can be placed on top of existing sort lines with very minimal retrofit costs and minimal downtime. Material selection only requires the touch of a button, and ranges from PET, HDPE, LDPE, PS and PP to Tetra Pak, OCC or paper/cardboard of various shapes and sizes. RoBB-AQC can sort waste intermittently or continuously, regardless of working conditions on site, and requires minimal supervision and little maintenance. Its flexible, modular configuration enables you to choose the number of sorting units required and simultaneously sort up to 4 different materials per module. The robotic sorting system's flexibility allows you to change material waste streams, so you can adapt to, for instance, changes in the stream or commodity prices.

Rolling Bed Dryer



The rolling bed dryer combines the advantages of the drum dryer and fluidized-bed dryer systems, and was specifically designed for drying wood chips and other organic materials. The special design of the dryer permits homogenous and gentle drying at a low temperature level. This gentle mixing effect at low temperature is critical for paper drying to avoid a fire hazard and to produce consistent drying results regardless of size/thickness. High energy efficiency and homogenous drying of the fiber is achieved due to the long retention time of the product in the dryer. Grit, sand, glass and other very small fines residue is automatically shaken off the fiber as a result of the drying process and is screened out the bottom of the dryer. Once the mixed fiber's moisture content has been reduced to under 20% it has been shown to stop the decomposition process and allows successful baling/shipping to potential buyers. Proven applications: Wood chips, Cropped biomass, Alternative fuels, Mixed Paper, Sugar beets pulp, Bush reaping, Greenery cut, Trimmings and Green waste.



Balers

All balable recyclables are stored in bunkers to be unloaded to either the single ram Bollegraaf HBC 140 baler or the 2-Ram baler. Bales continue to bale storage before being sold into the market.

<u>1.7.2 C&D</u>

The proposed VDRS C&D Separation System will be comprised of a single line processing system. The highly automated C&D material recovery facility (MRF) will have the capacity to process 60+ tons per hour of C&D waste and potentially other types of incoming waste with an estimated recovery rate exceeding 60% (>85% with fuel market), which would make this by far the most advanced C&D processing facility in North America.

The following narrative describes the progression of C&D material as it navigates through the system, beginning with the tipping area. Each processing component will be depicted on the drawings and process flow diagrams provided within the proposal.

The VDRS design will allow C&D material to be placed into the in-feed point of the system, and in the most generic terms, the system homogenizes and presents the material into several manageable fractions, so the different sorting equipment and manual labor can effectively detect and separate out wood, aggregates, and other valuable recyclables. The process yields several newly created recovered materials captured in sort bunkers.

Optimum System Feeding



As C&D material is placed on the tipping floor a hydraulic excavator equipped with a long reach, hydraulic swivel clamp bucket (not included) allows the equipment operator to pre-sort the material and place the pre-sorted material into the in-feed point of the system. VDRS recommends the excavator as the preferred method of in-feed equipment as the equipment operator can visualize and efficiently pre-sort (remove) large bulky contaminants and/or capture large recoverable material such as white goods and other bulky materials from the C&D material by placing them into separate roll-off containers. Items that are not suitable to enter the in-feed point of the system may include: very large steel items, hazardous material, and flammable liquids. The equipment operator manages the selection of materials. They decide the materials that should not be processed by the lines and/or subject any manual sorter to come in contact with, by removing them with the in-feed equipment and/or additional machinery and personnel on the tipping floor. The pre-sorted material will be placed into one of the two in-feed points of the system.

- Feeder Infeed Belt to 3D Drumscreen



The loader or excavator places pre-sorted C&D material directly into the feeder in-feed point of the system and the material is conveyed into the 3D Drumscreen (also known as a trommel) to separate the material by size. Material is separated into 2 sizes: $0 - 16^{\circ}x16^{\circ}x24^{\circ}$; and $16^{\circ}x16^{\circ}x24^{\circ}$ or larger. The unique aspects of the 3D trommel allows this three dimensional separation to be possible. The smaller fraction material falls through the trommel openings while the larger fraction is carried over the trommel. The purpose of separating this fraction is to reduce the burden depth of material to be further more efficiently processed downstream.

>16"x16"x24" Manual Post Sort Station

The >16"x16"x24" 3D trommel "overs" fraction is conveyed to a manual post sort station, to allow sorters to positively remove the following: large metals, large clean wood, and any other hazardous materials not suitable in the size reducer. The positively sorted materials are placed into drop chutes by manual labor and sorted materials will be contained within the concrete bunkers, roll-off containers or trailers, positioned beneath the elevated sort station. The remaining (negatively sorted) fraction is conveyed to the size reducer.



Primary Size Reducer



The material from the manual post sort and/or the excavator places pre-sorted C&D material directly into the in-feed point of the system (oversized inlet hopper of the primary size reducer), the inlet hopper presents material to the size reducer to create a regulated flow of contents. The functions of the size reducer include: (i) opening any bagged material, (ii) liberating material from the bags, (iii) homogenizing all the materials in the incoming stream to a manageable size and, (iv) minimizing the creation of additional fines. The size reducer provides a consistent feed rate to the system by controlling the burden depth of C&D material and resulting in maximum material recovery rates.

From the size reducer, the material is conveyed into the 2D Drumscreen (also known as a trommel) to separate the material by size. Material is separated into 2 sizes: $0 - 2^{"}$ and $>2^{"}$.



2D Drumscreen

- 0 – 2" minus removal

The 2D drumscreen has hole spacing sized to remove 2" minus material. This 2" minus fraction is conveyed into another sizing screen (flip flow screen) to remove the $\frac{1}{2}$ " fines.

- Flip Flow Screen



The 0-2" material is split again by a flip flow fines screen with hole spacing sized to remove $\frac{1}{2}$ " minus material, or fines. A very large percentage of the fines fall through the holes and are conveyed out to a central load out area. These fines could then potentially be used as alternate daily landfill cover (ADC). The newly created $\frac{1}{2}$ "-2" fraction is conveyed to a Two Way Walair separation unit.

- Two Way Walair Separation Unit (1/2"-2" material)



The WAL-AIR Drum Air Separator is a highly versatile piece of equipment with multiple variables that can be adjusted to pinpoint specific separation of C&D material based on weight and density. This two way WAL-AIR device separates the material into three different density streams: "heavies" and "lights".

The "heavies" are separated by the air drum system and immediately drop out of the WAL-AIR opening and transferred by conveyors. The "lights" consist of mainly small fiber/film and is transported to the lights residue compactor. The "heavies" are conveyed beneath a magnet for FE removal and to a manual sort station for the recovery of specific recyclables. Sorters place desired materials into drop chutes and they are deposited into the concrete bunkers beneath the sort station. The balance is a small dirty aggregates fraction, which is negatively sorted out of the "heavies" and discharges into a bunker.

WAL-AIR - Three Way Drum Separator (2" – 16"x16"x24" material)

This three way WAL-AIR device separates the material into three different density streams: "heavies", "mediums" and "lights".

The "heavies" are separated by the air drum system and immediately drop out of the WAL-AIR opening and transferred by conveyors. The "heavies" are conveyed beneath a magnet for FE removal and to a manual sort station for the recovery of specific recyclables. Sorters place desired materials into drop chutes and they are deposited into the concrete bunkers beneath the sort station. The balance are aggregates, which are negatively sorting out of the "heavies" and discharge into the mixed aggregates bunker.

The "mediums" are separated by the second air drum system and immediately drop out of the WAL-AIR opening and transferred by conveyors. The "mediums" are conveyed to a TOMRA NIR/EM Sensor Based Sorter to positively eject out clean wood.

The "lights" are blown by the integrated air drum system through both WAL-AIR separation boxes and discharge from the separation process before being conveyed to a TOMRA NIR Sensor Based Sorter to positively eject out clean fiber.

The air from the expansion chamber(s) returns to the main fan(s) after which the air is partly is diverted to a dust filter and to the separator blow mouth. Due to the diversion of a part of the air to a dust filter there is a negative pressure at the in feed and discharge(s) of the system so that no dust can escape from the system.

- TOMRA Sensor Based Sorters

The 2"-16"x16"x24" "mediums" are dropped onto a high speed acceleration conveyor to reduce the material burden depth to a single layer. This precise orientation allows TOMRA Autosort 5 units to recognize all the different objects on the conveyor using a combination of an extremely high resolution NIR sensor and an integrated metal detection sensor. Processing accurately in microseconds, the TOMRA recognizes and makes a sorting 'decision' to either send a signal to the air valve block to positively eject a certain object. This TOMRA sorter will positively shoot on clean wood. The non wood fraction may include materials such as plastics, small metals and other inerts, which will be sorted out and conveyed to a quality control station. The negatives of this manual post sort station



would be conveyed to residue compactors. The high resolution and precision accuracy of the TOMRA ejection systems provides very high recovery of clean wood.

The 2"- 16"x16"x24" "lights" are dropped onto a high speed acceleration conveyor to reduce the material burden depth to a single layer. This precise orientation allows TOMRA Autosort 5 units to recognize all the different objects on the conveyor using a combination of an extremely high resolution NIR sensor. Processing accurately in micro-seconds, the TOMRA recognizes and makes a sorting 'decision' to either send a signal to the air valve block to positively eject a certain object. This TOMRA unit will positively shoot on clean fiber. This clean fiber passes a Robotic QC sorting unit to remove any contamination before being conveyed to a fiber compactor. The negatives of this Sensor Based Sorter would be conveyed to residue compactors.

- Magnets

There are four Magnets in the sorting system. All magnets are sized accordingly to recover the FE metals of various sizes and densities from the different stages throughout the system. Based on our experience, we know that simply adding one magnet to capture all FE metals is not possible – our design has the following magnets (located in the proper places):

Magnet #1 recovers the FE in the 2"- 16"x16"x24" "heavies" fraction Magnet #2 recovers the FE in the $\frac{1}{2}$ "-2" "heavies" fraction Magnet #3 recovers the FE in the $< \frac{1}{2}$ " "fines" fraction Magnet #4 recovers the FE in the 2"- 16"x16"x24" "mediums" fraction



Ferrous metal recovered from these magnets are collected in Gaylord containers.

Wood Grinder Processing System



The value of the wood will be upgraded with a HAAS wood grinder, consisting of pre - and after shredding. The operation includes ferrous and non-ferrous separation, with a throughput of 20 tons per hour. Oscillating screens can vary the chip size with easy and uncomplicated screen changes.

- Belt Weighing and Reporting

Seven off-Belt weighing units with reporting software will provide a full report of the plant's production information to generate important data spreadsheets such as ton/hour, flow rate, production hours, downtime and stop hours.

1.7.3 Composting

- Introduction

FCC will design, build and operate a state of the art composting facility with the latest technology available on the market.

- Site Plans

The proposed site plans for the compost operation are presented below. We prepared two site plans: one to illustrate operations in 2022, and the other to illustrate operations in 2032. The 2022 site plan allows for three months of finished product storage; the 2032 plan provides for one month of product storage.

- Equipment List and General Arrangement Plan

Most of the materials received and processed at the Compost Area consist of green waste (e.g., grass, leaves, plants, sticks, and small branches). Due to current regulations (i.e., AB 32, AB 1826, SB 1383), food scraps and other organic materials, such as paper waste, will be processed at the Compost Area. FCC will co-compost food scraps with green waste, using a covered aerated static pile (CASP) method.

Green waste and food waste are received directly at the Compost Area. MSW fines will be recovered from the municipal solid waste (MSW) stream at the Material Recovery Facility (MRF), and subsequently conveyed to the Compost Area.

An ASP system, with compost cover, will be used for the majority of the green waste. A portion of the green waste will mixed with the food waste. Wood waste will be ground into a mulch product.

Item Description	
17 SG Heap [™] System (CASP) for 2022; 5 additional SG Heap [™] Systems will be added, over time, to provide the required capacity for 2032 tonnage.	Food waste and MSW fines: Heap Systems with GORE® Cover Heap Design: 164 ft. Length x 26 ft. Width x 11 ft. Height; SG Compost Control System; Inground Trenching & Aeration System; Cover Fastening System
ePower Winder Machine	Electric powered cover winding machine for use with GORE [®] Cover.
Grinder	Morbark model #6600 horizontal grinder, or equal; for grinding all green waste and wood.
Shredder	Doppstadt Inventhor Type 6, or equal; for shredding all green waste and wood.
Telescoping stacker	McCloskey SDX Telescopic Stacker, or equal; for loading of the CASP and ASP systems
Stacking conveyor	McCloskey or EcoVerse 36X100 Stacking Conveyor, or equal; for stockpiling
Screen (2)	McCloskey 628RE Trommel, or equal; for screening finished compost

The major equipment list, not including rolling stock such as loaders and excavators, is as follows:

Item	Description
12 Green ASP zones for 2022, including	New York Blower, or equal; HDPE pipe below grade in
blowers, pipe, control; 5 additional	trench drain; control cabinet with temperature probe; for
zones will be added, over time, to	green waste ASP
provide the required capacity for 2032	
tonnage	

- MSW Organics

General procedures for managing MSW organics, which is the largest quantity, are as follows:

- MSW organics will be conveyed from the MRF to the compost facility receiving area.
- MSW organics will be immediately moved by front-end loader to a CASP bay. A mobile, telescoping conveyor may be used to load each CASP bay.
- At the end of each working day, the Gore® cover will be pulled over the material and blower control system will be turned on. If the bay is not full, additional material will be added to the bay on the following day.
- Once a CASP bay is completely full, the Gore® cover will be pulled into place and secured on all sides. The blower control system will be turned on and operated for a 4-week period. We assumed a volume reduction of 20% during the compost process.
- At the end of the 4-week period, the material will be removed from the CASP bay by a front-end loader and processed through a screen and a densimetric table to remove >99.5% of contamination, such as glass, plastics, stones, and stickers.
- Contamination often renders MSW compost useless and with little to no value. The densimetric table can
 remove most contaminants, specifically targeting glass, stone, and metal, but also hard plastics and plastic
 stickers (like the ones on produce). The densimetric table is set on an incline and uses a vibratory motion.
 A current of rising air crosses under the material, causing two effects:
 - Less dense particles float without touching the base and slide down the incline (finished compost)
 - More dense products touch the bottom and are pushed up the incline due to the vibration (glass, stone, metals, rigid plastics, etc.)
- The material will then be stockpiled, using a stacking conveyor, for subsequent sale.

- Green Waste

General procedures for managing green waste, which is the second largest quantity, are as follows:

- Green waste will be received and stockpiled in the OPF receiving area and/or the ASP access zones.
- Green waste will be fed into the grinder or shredder by an excavator or front-end loader. The grinder or shredder will discharge into the mobile, telescoping conveyor, which will be used to load each ASP zone.
- Once an ASP zone is completely full, unscreened finished compost will be placed over the material. The blower control system will be turned on and operated for a 4-week period. We assumed a volume reduction of 25% during the ASP compost process.
- At the end of the 4-week period, the material will be removed from an ASP zone by a front-end loader and placed in a curing pile, using a stacking conveyor. The material will remain in the curing pile for 4 weeks. We assumed a volume reduction of 5% during the curing process.

• After curing, the material will be screened and placed in a finished compost stockpile for subsequent sale. A front-end loader and a stacking conveyor will be used for this step.

Other details are as follows:

- The ASP zones are 80 feet long by 30 feet wide by 10.5 feet high, plus 6 inches of compost cover.
- The aisle between zones is 10 feet, toe to toe.
- Two (2) below-grade aeration pipes are provided for each ASP zone.
- The curing piles are 60 feet wide by 13 feet high.
- The aisle between curing piles is 10 feet, toe to toe.
- Perimeter roads are 20-feet wide.

Contact water will flow through a compost filter berm and into the storm water management system.

- Food Waste

General procedures for managing food are as follows:

- Food will be received in the OPF receiving and processing area.
- Food will be immediately blended with ground green waste, 1:2.5 by volume, and moved by front-end loader to a CASP bay. A mobile, telescoping conveyor may be used to load each CASP bay.
- At the end of each working day, the Gore® cover will be pulled over the material and blower control system will be turned on. If the bay is not full, additional material will be added to the bay on the following day.
- Once a CASP bay is completely full, the Gore® cover will be pulled into place and secured on all sides. The blower control system will be turned on and operated for a 4-week period. We assumed a volume reduction of 20 percent (%) during the Phase 1 compost process.
- At the end of the 4-week period, the material will be removed from the CASP bay by a front-end loader and loaded into another CASP bay. A mobile, telescoping conveyor may be used to load the CASP bay.
- Once the material is moved to the other CASP bay, the Gore® cover will be pulled into place and secured on all sides. The blower control system will be turned on and operated for a 2-week period. We assumed a volume reduction of 15% during the Phase 2 compost process.
- At the end of the 2-week period, the material will be removed from the CASP bay by a front-end loader and placed in a curing pile, using a stacking conveyor. The material will remain in the curing pile for 4 weeks.
- After curing, the material will be screened and placed in a finished compost stockpile for subsequent sale. A front-end loader and a stacking conveyor will be used for this step.

Other details are as follows:

- The CASP bays are 164 feet long by 26 feet wide by 11 feet high.
- The aisle between bays is 10 feet, toe to toe.

- A 50-foot access zone is provided in front of each CASP bay.
- Subgrade aeration trenches are provided, which also serve for contact water collection.
- Contact water will gravity flow to a sump, from which it will be pumped to an above-ground storage tank.

- Wood

General procedures for managing wood are as follows:

- Wood will be received and stockpiled in the OPF receiving area and/or the storage area.
- Wood will be fed into the grinder by an excavator or front-end loader. The grinder will discharge into the stacking conveyor, which will be used to build stockpiles of mulch for subsequent sale.

- Product Storage Area

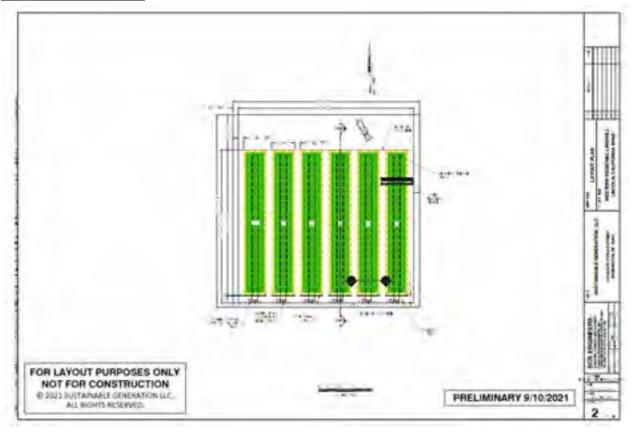
For estimating purposes, we assumed a finished compost stockpile width of 100 feet and height of 30 feet. The aisle between stockpiles is 10 feet, toe to toe. An access road width of 20 feet is required around the entire perimeter of the stockpiles.

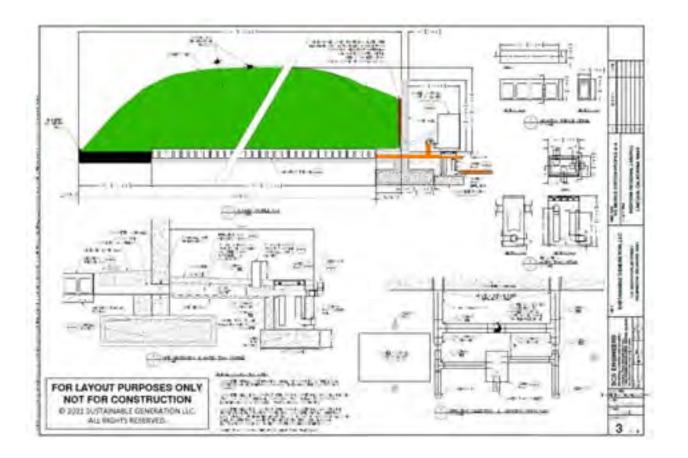
Composted food and green waste is screened when it is moved from the curing piles to the sales stockpiles. We assumed that 10% of the material mix is screened out and returned to the feedstock stockpile for re-use.

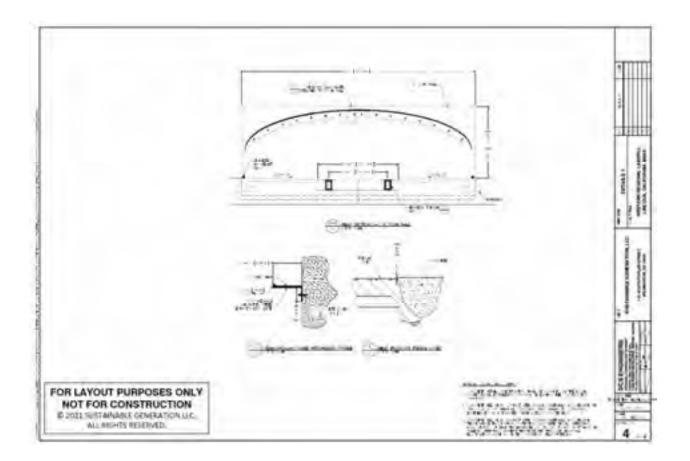
- Water Management Plan

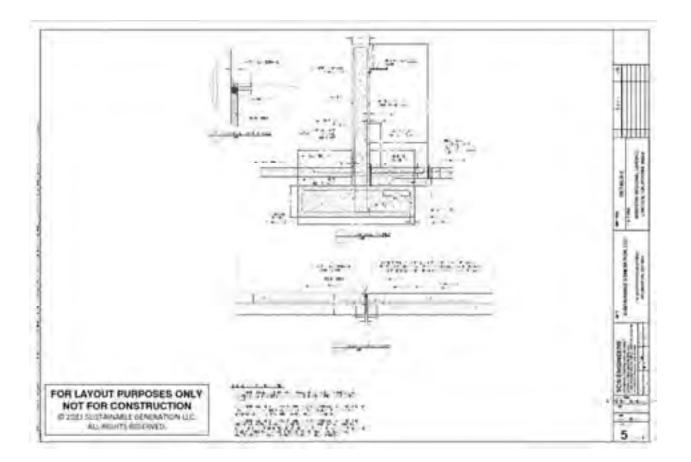
Contact water from the MSW organics and food compost systems will be managed separately from all other water. Within the CASP bays, contact water will be collected by in-ground trenches, which will direct contact water to a belowground, double-walled sump. Sump pumps will transfer the contact water to above-ground, single-wall tanks. Containment will be provided around the tanks. The contact water will be recycled into the compost process, if possible. Otherwise, the contact water will be combined with the landfill leachate for subsequent treatment and disposal.

Detail on Gore covers



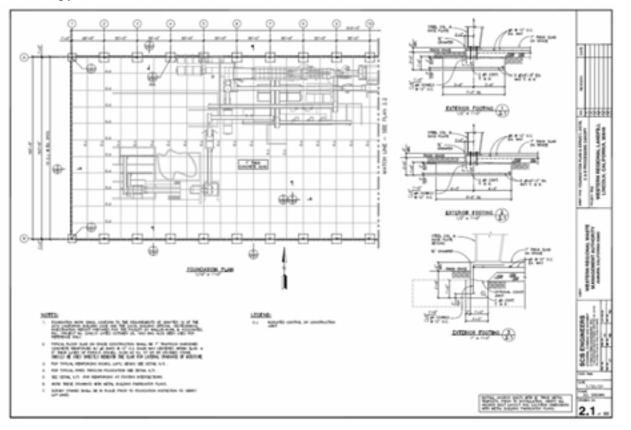


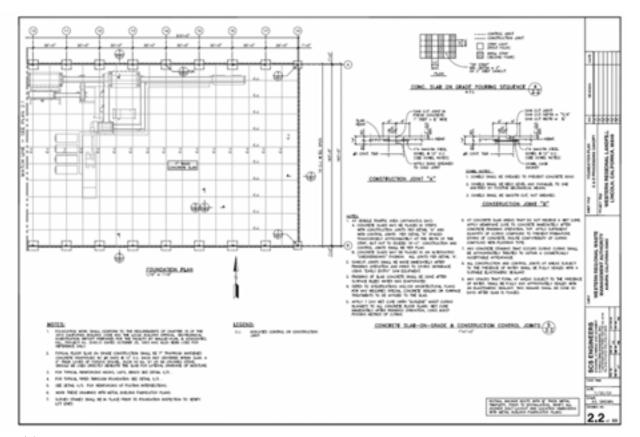




1.8 Foundation Plan

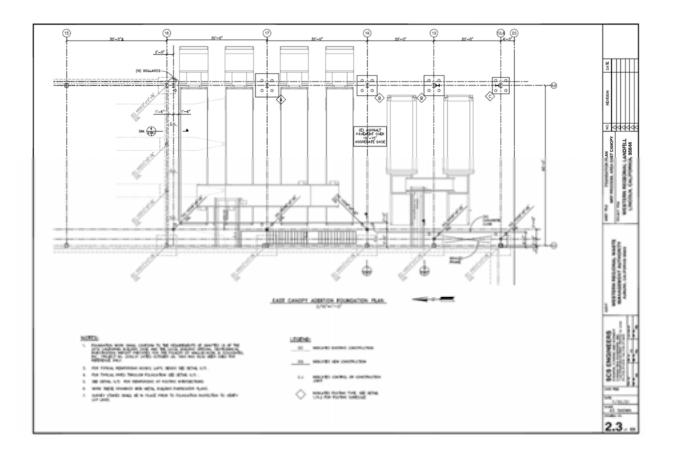
C&D canopy



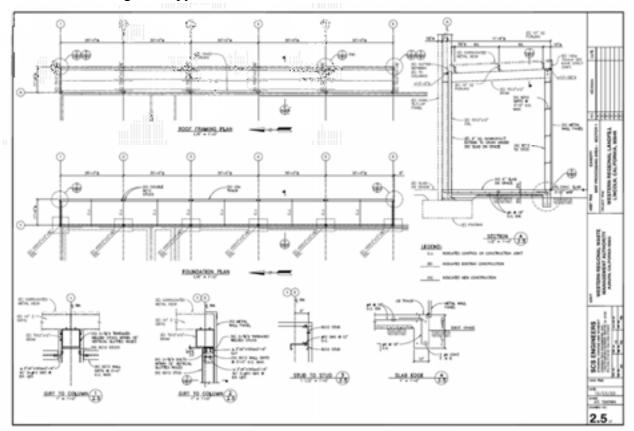


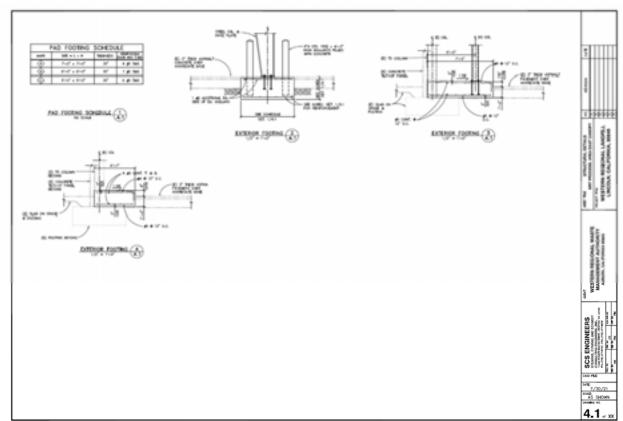
Residue Canopy

- 57 -



Maintenance Storage Canopy





219 Typical Sections and Details: C&D Canopy

1.10 Electrical Schematics and Power Requirements

The existing motor control center and existing switchboard inside the maintenance building will be demolished. Is it assumed this equipment also feeds the existing C&D facility that will be demolished, based on as-built drawings, and the physical location near the C&D facility.

The following major electrical equipment will be installed:

- 1. Two new switchboards, ratings as indicated on the Electrical Single Lines drawing, with associated circuits to power new process loads.
- 2. One new motor control center, rating as indicated on the Electrical Single Lines drawing, with associated circuits to power new process loads.
- 3. Relocation of an existing outdoor transformer that will power the new motor control center.
- 4. New small power 480V and 208V panelboards for lighting and general purpose receptacles for the new 4-bay maintenance shop and the new C&D facility.
- 5. New LED weather rated high bay light fixture and small lighting relay panel/photocell for the new C&D facility, new canopy extension at the existing MRF building, and at the new 4-bay maintenance shop.
- 6. Fire alarm modifications noted on the Fire Alarm Block Diagram for the existing MRF building that may/will be required because of the new processing equipment. This includes new fire alarm horn/strobes spaced for new egress paths established around the new process equipment, and some additional detectors and/or pull stations that may be necessary.

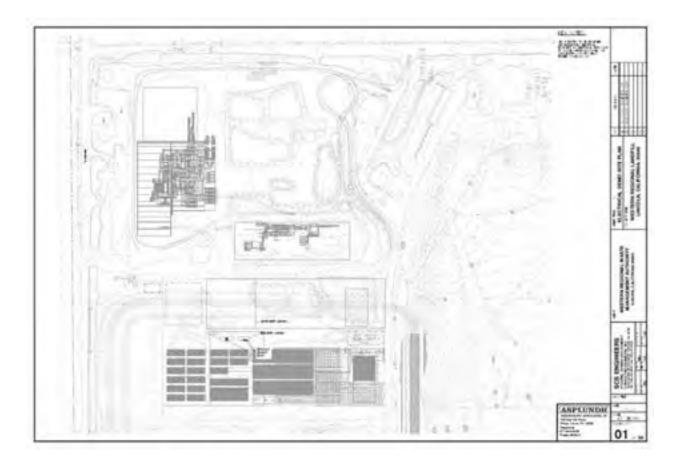


EXHIBIT 22



MEETING OF THE BOARD OF DIRECTORS AGENDA

July 21, 2022 6:00 PM

Materials Recovery Facility Administration Building 3013 Fiddyment Road, Roseville, CA 95747

The WPWMA Board of Directors July 21, 2022 meeting will be open to in-person attendance. Individuals may also participate in the meeting via Zoom at <u>https://placer-ca-gov.zoom.us/j/95309259631</u>

Materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection by emailing the Clerk of the Board at info@WPWMA.ca.gov. The Western Placer Waste Management Authority is committed to ensuring that persons with disabilities are provided the resources to participate fully in its public meetings. If you require disability-related modifications or accommodations please contact the Clerk of the Board at (916) 543-3960 or at info@WPWMA.ca.gov. If requested, the agenda shall be provided in appropriate alternative formats to persons with disabilities. All requests must be in writing and must be received by the Clerk three business days prior to the scheduled meeting for which you are requesting accommodation. Requests received after such time will be accommodated if time permits.

- 1. Call Meeting to Order
- 2. <u>Pledge of Allegiance</u> (Director Weygandt)
- 3. Roll Call

7.

- 4. Statement of Meeting Procedures (Clerk of the Board)
- 5. Public Comment

This is a time when persons may address the Board regarding items not on this Agenda. It is requested that comments be brief, since the Board is not permitted to take any action on items addressed under Public Comment.

6. <u>Announcements & Information</u>

a.	Reports from Directors	
b.	Report from the Executive Director (Ken Grehm)	
C.	<u>Financial Reports</u> (Eric Oddo)	Pg.5
d.	Monthly Tonnage Reports (Eric Oddo)	
<u>Cons</u>	sent Agenda	
a.	Minutes of the Board Meeting held June 29, 2022	Pg. 7
	Approve as submitted.	

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

b.	<u>Second Amendment to the Agreement with Magma Creative for Public Engagement and Public Information Officer Services</u> (Stephanie Ulmer)	Pg. 9
	Authorize the Chair to sign the Second Amendment with Magma Creative, Inc. to provide professional public engagement services related to the WPWMA's facilities and Waste Action Plan for an amount not to exceed \$225,000, increasing the total not-to-exceed amount of the Agreement to \$427,300.	
C.	<u>First Amendment to the Agreement with EcoHero Show for School</u> <u>Outreach Services</u> (Stephanie Ulmer) Authorize the Chair to sign the First Amendment with EcoHero Show, LLC to provide professional services related to the WPWMA's public outreach, education and engagement program for an amount not to exceed \$50,000, increasing the total not-to-exceed amount of the Agreement to \$116,000.	Pg. 17
d.	<u>Third Amendment to the Agreement with Quality Scales Unlimited for</u> <u>Commercial Truck Scale Repair and Maintenance</u> (Will Scheffler) Authorize the Executive Director or designee, upon review and approval by WPWMA Counsel, to sign the Third Amendment to the Agreement with Quality Scales Unlimited for commercial truck scale repair and maintenance, for an amount not-to-exceed \$70,000, increasing the total not-to-exceed cost of the Agreement to \$311,110.	Pg. 23
e.	<u>Soil Acceptance Policy</u> (Keith Schmidt) Adopt Policy 22-05 associated with the acceptance criteria for soil.	Pg. 29
f.	Assignment of MRF and Landfill Operating Agreements and MRF Design-Build Agreement (Eric Oddo) Authorize the Chair to execute the following amendments associated with FCC's establishing FCC Environmental Services California as a	Pg. 35
	 wholly owned subsidiary of FCC Environmental Services, LLC. 1. The First Amendment to the Landfill Operating Agreement with FCC Environmental Services, LLC assigning its obligations to the subsidiary; and 2. The Second Amendment to the MRF Operating Agreement with FCC Environmental Services, LLC assigning its obligations to the subsidiary; and 3. The First Amendment to the Agreement for Design-Build Services with FCC Environmental Services, LLC assigning its obligations to the subsidiary; and 	

MEMORANDUM WESTERN PLACER WASTE MANAGEMENT AUTHORITY

TO: WPWMA BOARD OF DIRECTORS

DATE: JULY 21, 2022

FROM: KEN GREHM / ERIC ODDO

SUBJECT: ASSIGNMENT OF MRF AND LANDFILL OPERATING AGREEMENTS AND MRF DESIGN-BUILD AGREEMENT

RECOMMENDED ACTION:

Authorize the Chair to execute the following amendments associated with FCC's establishing FCC Environmental Services California (FCC Ca) as a wholly owned subsidiary of FCC Environmental Services, LLC.

- 1. The First Amendment to the Landfill Operating Agreement with FCC Environmental Services, LLC assigning its obligations to the subsidiary; and
- 2. The Second Amendment to the MRF Operating Agreement with FCC Environmental Services, LLC assigning its obligations to the subsidiary; and
- 3. The First Amendment to the Agreement for Design-Build Services with FCC Environmental Services, LLC assigning its obligations to the subsidiary.

BACKGROUND:

During negotiations of the MRF and Landfill Operating Agreements, FCC indicated their interest in establishing a California-specific subsidiary. To address this, the following language was included in both agreements as it relates assignment of the contracts:

Contractor shall not assign its rights nor delegate or otherwise transfer its obligations under this Agreement to any Person without the prior written consent of the WPWMA. ... Notwithstanding the foregoing, Contractor may assign this Agreement to a limited liability company or corporation formed to conduct business in California and wholly owned by Contractor, provided that Contractor executes a guaranty of its obligations under this Agreement in such form as reasonable required by WPWMA. (emphasis added)

The parties negotiated the attached amendments to the MRF and Landfill Operating Agreements which include the required guarantees by FCC in compliance with the provision noted above as well as an amendment to the MRF Design-Build Agreement.

ENVIRONMENTAL CLEARANCE:

Executing the recommended amendments approving the assignment from FCC to FCC Ca is exempt under Section 15061(b)(3) of the CEQA Guidelines. Staff has determined the action would not have a significant effect on the environment

FISCAL IMPACT:

There is no direct fiscal impact to the WPWMA by approving the assignment from FCC to FCC Ca.

ATTACHMENT: FIRST AMENDMENT TO LANDFILL OPERATING AGREEMENT SECOND AMENDMENT TO MRF OPERATING AGREEMENT FIRST AMENDMENT TO THE MRF DESIGN-BUILD AGREEMENT

FIRST AMENDMENT TO OPERATING AGREEMENT

This FIRST AMENDMENT TO OPERATING AGREEMENT ("Amendment"), by and among the WESTERN PLACER WASTE MANAGEMENT AUTHORITY, a joint powers authority organized under California law ("WPWMA"), FCC Environmental Services, LLC ("FCC"), and FCC Environmental Services California, LLC ("Contractor"). All capitalized terms not herein defined shall have the meaning ascribed to them in the Agreement (as defined below). The WPWMA, FCC, and Contractor are hereinafter referred to jointly as "the Parties" and singularly as a "Party".

RECITALS

A. WPWMA and FCC have entered into that certain OPERATING AGREEMENT FOR THE OPERATION OF PLACER SANITARY LANDFILL, as it may have been amended (the "Agreement").

B. As set forth in Section 11.4 of the Agreement, FCC may assign its interest in the Agreement to a wholly-owned subsidiary under certain terms and conditions, including FCC's execution of a guaranty for its subsidiary's performance of the Agreement.

C. The Parties wish to approve the assignment of the Agreement to Contractor upon FCC's execution of a guaranty as set forth below.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the Parties hereby agree as follows:

1. <u>Recitals</u>. The above Recitals are true and correct and form a substantive part of this Amendment.

2. <u>Defined Terms</u>. All capitalized terms shall have the meaning ascribed to them in the Agreement unless otherwise noted.

3. <u>Assignment</u>. Pursuant to Section 11.4, WPWMA approves the assignment of FCC's interest in the Agreement to Contractor, which is wholly owned by FCC. This assignment shall be effective upon FCC's execution of the Guaranty (as noted below).

4. <u>Guaranty</u>. Concurrently with approval of the Amendment, FCC shall execute the Guaranty, attached hereto as Exhibit A and incorporated by reference.

5. <u>Interpretation with the Agreement</u>. This Amendment is an amendment to the Agreement as set forth in Section 12.6 of the Agreement. This Amendment shall control over any conflict or inconsistency with the Agreement. Except for such conflicts and inconsistencies, this Amendment shall be interpreted as part of and in accordance with the applicable terms of the Agreement. Except as set forth in this Amendment, the Agreement remains in full force and effect. IN WITNESS WHEREOF, the parties have caused this Amendment to be executed effective as of the date next to their signatures.

WESTERN PLACER WASTE MANAGEMENT AUTHORITY, a joint powers authority organized under California law

FCC ENVIRONMENTAL SERVICES, LLC, a Delaware limited liability company

By:

Chief Executive Officer

CONTRACTOR:

Chair

By:

FCC ENVIRONMENTAL SERVICES CALIFORNIA, LLC, A California limited liability company

INIGO SANZ, CEO By:

EXHIBIT A

THIS GUARANTY (the "Guaranty") is given as of the 15th day of July, 2022, by FCC Environmental Services, LLC, a Delaware limited liability company, ("GUARANTOR"), to the Western Placer Waste Management Authority, a California joint powers authority ("WPWMA").

THIS GUARANTY is made with reference to the following facts and circumstances:

A. GUARANTOR and WPWMA have executed that Operating Agreement for Operation of the Western Regional Sanitary Landfill ("Agreement"), which is incorporated herein by this reference.

B. Section 11.4 of the Agreement permits GUARANTOR to assign the Agreement to a wholly-owned entity under specified terms and conditions, including that GUARANTOR execute this Guaranty.

C. Upon execution of this Guaranty, GUARANTOR will assign its interest in the Agreement to FCC Environmental Services California, LLC, a California limited liability company whose sole member is GUARANTOR ("CONTRACTOR").

D. GUARANTOR is a limited liability company organized under the laws of the State of Delaware.

E. It is a requirement of the Agreement that any GUARANTOR assignment of the Agreement must be a form reasonably required by WPWMA.

F. GUARANTOR is providing this Guaranty to induce WPWMA to approve the assignment of the Agreement.

NOW, THEREFORE, in consideration of the foregoing, GUARANTOR agrees as follows:

1. <u>Guaranty of the Agreement</u>. GUARANTOR hereby irrevocably and unconditionally guarantees to the WPWMA the complete and timely performance, satisfaction and observation by CONTRACTOR of each and every term and condition of the Agreement which CONTRACTOR is required to perform, satisfy or observe. In the event that CONTRACTOR fails to perform, satisfy or observe any of the terms or conditions of the Agreement, GUARANTOR will promptly and fully perform, satisfy or observe them in the place of the CONTRACTOR. GUARANTOR hereby guarantees prompt payment to WPWMA of each and every sum due from CONTRACTOR to WPWMA under the Agreement, as and when due from time to time, and the prompt performance of every other task and duty required to be performed by the CONTRACTOR under the Agreement.

2. <u>GUARANTOR's Obligations Are Absolute</u>. The obligations of the GUARANTOR hereunder are direct, immediate, absolute, continuing, unconditional and unlimited and, with respect to any payment obligation of CONTRACTOR under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditioned upon the genuineness, validity, regularity or enforceability of the Agreement.

3. <u>Waivers and Subordination</u>. The GUARANTOR shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under Section 1 hereof for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the CONTRACTOR; (2) any amendment, modification or waiver of any provision of the Agreement or the extension of its Term (as defined in the Agreement); (3) the actual or purported rejection of the Agreement by a trustee in bankruptcy, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (4) any waiver, extension, release or modification with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of WPWMA's rights or remedies against CONTRACTOR; or (5) any merger or consolidation of the CONTRACTOR with any other organization, or any sale, lease or transfer of any or all the assets of the CONTRACTOR.

The GUARANTOR hereby waives any and all rights, benefits and defenses under California Civil Code Sections 2815, 2819, 2845, and 2850, and California Code of Civil Procedure Section 580b, if applicable. WPWMA may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against CONTRACTOR or any other guarantor or pledgor without impairing WPWMA's rights and remedies in enforcing this Guarantee. The GUARANTOR hereby waives and agrees to waive at any future time at the request of WPWMA, to the extent now or then permitted by applicable law, any and all rights which the GUARANTOR may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not, unless otherwise agreed to by WPWMA and GUARANTOR, affect the liability of the GUARANTOR hereunder: (a) at any time or from time to time, without notice to the GUARANTOR, the time for CONTRACTOR's performance of or compliance with any of its obligations under the Agreement is extended, or such performance or compliance is waived; (b) the Agreement is modified or amended in any respect; (c) any other indemnification with respect to CONTRACTOR's obligations under the Agreement or any security therefor is released or exchanged in whole or in part or otherwise dealt with; (d) any assignment of the Agreement is effected which does not require WPWMA's approval; or (e) any termination or suspension of the Agreement arising by reason of a default by CONTRACTOR.

If all or any portion of the obligations guaranteed hereunder are paid or performed, GUARANTOR's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from WPWMA as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by GUARANTOR or CONTRACTOR prior to such avoidance or recovery, or (b) payment in full of any obligations then outstanding.

The GUARANTOR expressly subordinates and waives its rights to subrogation, reimbursement, contribution or indemnity with respect to performance by GUARANTOR of the obligations of CONTRACTOR guaranteed hereby, until such time as WPWMA receives payment or performance in full of all such obligations.

4. <u>Term</u>. This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed

by CONTRACTOR, and GUARANTOR shall remain fully responsible under this Guaranty without regard to the acceptance by WPWMA of any performance bond or other collateral to assure the performance of CONTRACTOR's obligations under the Agreement. GUARANTOR shall not be released of its obligations hereunder so long as there is any claim by WPWMA against CONTRACTOR arising out of the Agreement based on CONTRACTOR's failure to perform which has not been settled or discharged.

5. <u>No Waivers by WPWMA</u>. No delay on the part of WPWMA in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on GUARANTOR shall be a waiver of any obligation of GUARANTOR or right of WPWMA to take other or further action without notice or demand. No modification or waiver by WPWMA of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by WPWMA and by GUARANTOR, nor shall any waiver by WPWMA be effective except in the specific instance or matter for which it is given.

6. <u>Attorney's Fees</u>. In addition to the amounts guaranteed under this Guaranty, GUARANTOR agrees to pay reasonable attorney's fees and all other reasonable costs and expenses incurred by WPWMA in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.

7. <u>Governing Law; Jurisdiction</u>. This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws rules for all purposes, including, but not limited to, matters of construction, validity and performance. As the Agreement is made and performed in Placer County, GUARANTOR agrees that any action brought by WPWMA to enforce this Guaranty may be brought in Placer Superior Court or the Eastern District of California as applicable. GUARANTOR appoints the following person as its agent for service of process in California:

CT Corporation System 330 North Brand Blvd. Suite 700 Glendale, California 91203

8. <u>Severability</u>. If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity shall have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

9. <u>Binding on Successors</u>. This Guaranty shall inure to the benefit of WPWMA and its successors and shall be binding upon GUARANTOR and its successors, including a successor entity formed by a merger or consolidation, a transferee of substantially all of its assets, and its shareholders in the event of its dissolution or insolvency.

10. <u>Authority</u>. GUARANTOR represents and warrants that it has the corporate power to give this guaranty, that its execution of this Guaranty has been authorized by all necessary action

under its Articles of Incorporation and by-laws, and that the person signing this Guaranty on its behalf has authority to do so.

 Notices. Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

To WPWMA:	3013 Fiddyment Road Roseville, CA 95747 Attn: WPWMA Executive Director
To GUARANTOR:	10077 Grogans Mill Rd, Suite 466 The Woodlands, TX 77380 Attn: Dan Brazil, VP of Operations

The parties may change the address to which notice is to be sent by giving the other party notice of the change.

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty on the day and year first above written.

FCC Environmental Services, LLC

By: Inigo Sanz, Chief Executive Officer By Santiago Carrasco, Chief Financial Officer

SECOND AMENDMENT TO OPERATING AGREEMENT

This SECOND AMENDMENT TO OPERATING AGREEMENT ("Amendment"), by and among the WESTERN PLACER WASTE MANAGEMENT AUTHORITY, a joint powers authority organized under California law ("WPWMA"), FCC Environmental Services, LLC ("FCC"), and FCC Environmental Services California, LLC ("Contractor"). All capitalized terms not herein defined shall have the meaning ascribed to them in the Agreement (as defined below). The WPWMA, FCC, and Contractor are hereinafter referred to jointly as "the Parties" and singularly as a "Party".

RECITALS

A. WPWMA and FCC have entered into that certain OPERATING AGREEMENT FOR THE OPERATION OF WESTERN PLACER MATERIALS RECOVERY FACILITY, as it may have been amended (the "Agreement").

B. As set forth in Section 9.5 of the Agreement, FCC may assign its interest in the Agreement to a wholly-owned subsidiary under certain terms and conditions, including FCC's execution of a guaranty for its subsidiary's performance of the Agreement.

C. The Parties wish to approve the assignment of the Agreement to Contractor upon FCC's execution of a guaranty as set forth below.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the Parties hereby agree as follows:

1. <u>Recitals</u>. The above Recitals are true and correct and form a substantive part of this Amendment.

2. <u>Defined Terms</u>. All capitalized terms shall have the meaning ascribed to them in the Agreement unless otherwise noted.

3. <u>Assignment</u>. Pursuant to Section 9.5, WPWMA approves the assignment of FCC's interest in the Agreement to Contractor, which is wholly owned by FCC. This assignment shall be effective upon FCC's execution of the Guaranty (as noted below).

4. <u>Guaranty</u>. Concurrently with approval of the Amendment, FCC shall execute the Guaranty, attached hereto as Exhibit A and incorporated by reference.

5. <u>Interpretation with the Agreement</u>. This Amendment is an amendment to the Agreement as set forth in Section 12.6 of the Agreement. This Amendment shall control over any conflict or inconsistency with the Agreement. Except for such conflicts and inconsistencies, this Amendment shall be interpreted as part of and in accordance with the applicable terms of the Agreement. Except as set forth in this Amendment, the Agreement remains in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed effective as of the date next to their signatures.

WESTERN PLACER WASTE MANAGEMENT AUTHORITY, a joint powers authority organized under California law FCC ENVIRONMENTAL SERVICES, LLC, a Delaware limited liability company

By: President 14160 SAW2

CONTRACTOR:

Chair

By:

FCC ENVIRONMENTAL SERVICES CALIFORNIA, LLC, A California limited liability company

By: INIGO SANZ, CEO

EXHIBIT A

THIS GUARANTY (the "Guaranty") is given as of the 15th day of July, 2022, by FCC Environmental Services, LLC, a Delaware limited liability company, ("GUARANTOR"), to the Western Placer Waste Management Authority, a California joint powers authority ("WPWMA").

THIS GUARANTY is made with reference to the following facts and circumstances:

A. GUARANTOR and WPWMA have executed that Operating Agreement for Operation of the Western Placer Materials Recovery Facility ("Agreement"), which is incorporated herein by this reference.

B. Section 9.5 of the Agreement permits GUARANTOR to assign the Agreement to a wholly-owned entity under specified terms and conditions, including that GUARANTOR execute this Guaranty.

C. Upon execution of this Guaranty, GUARANTOR will assign its interest in the Agreement to FCC Environmental Services California, LLC, a California limited liability company whose sole member is GUARANTOR ("CONTRACTOR").

D. GUARANTOR is a limited liability company organized under the laws of the State of Delaware.

E. It is a requirement of the Agreement that any GUARANTOR assignment of the Agreement must be a form reasonably required by WPWMA.

F. GUARANTOR is providing this Guaranty to induce WPWMA to approve the assignment of the Agreement.

NOW, THEREFORE, in consideration of the foregoing, GUARANTOR agrees as follows:

1. <u>Guaranty of the Agreement</u>. GUARANTOR hereby irrevocably and unconditionally guarantees to the WPWMA the complete and timely performance, satisfaction and observation by CONTRACTOR of each and every term and condition of the Agreement which CONTRACTOR is required to perform, satisfy or observe. In the event that CONTRACTOR fails to perform, satisfy or observe any of the terms or conditions of the Agreement, GUARANTOR will promptly and fully perform, satisfy or observe them in the place of the CONTRACTOR. GUARANTOR hereby guarantees prompt payment to WPWMA of each and every sum due from CONTRACTOR to WPWMA under the Agreement, as and when due from time to time, and the prompt performance of every other task and duty required to be performed by the CONTRACTOR under the Agreement.

2. <u>GUARANTOR's Obligations Are Absolute</u>. The obligations of the GUARANTOR hereunder are direct, immediate, absolute, continuing, unconditional and unlimited and, with respect to any payment obligation of CONTRACTOR under the Agreement, shall constitute a guarantee of payment and not of collection, and are not conditioned upon the genuineness, validity, regularity or enforceability of the Agreement.

3. <u>Waivers and Subordination</u>. The GUARANTOR shall have no right to terminate this Guaranty or to be released, relieved, exonerated or discharged from its obligations under Section 1 hereof for any reason whatsoever, including, without limitation: (1) the insolvency, bankruptcy, reorganization or cessation of existence of the CONTRACTOR; (2) any amendment, modification or waiver of any provision of the Agreement or the extension of its Term (as defined in the Agreement); (3) the actual or purported rejection of the Agreement by a trustee in bankruptcy, or any limitation on any claim in bankruptcy resulting from the actual or purported termination of the Agreement; (4) any waiver, extension, release or modification with respect to any of the obligations of the Agreement guaranteed hereunder or the impairment or suspension of any of WPWMA's rights or remedies against CONTRACTOR; or (5) any merger or consolidation of the CONTRACTOR with any other organization, or any sale, lease or transfer of any or all the assets of the CONTRACTOR.

The GUARANTOR hereby waives any and all rights, benefits and defenses under California Civil Code Sections 2815, 2819, 2845, and 2850, and California Code of Civil Procedure Section 580b, if applicable. WPWMA may unqualifiedly exercise in its sole discretion any or all rights and remedies available to it against CONTRACTOR or any other guarantor or pledgor without impairing WPWMA's rights and remedies in enforcing this Guarantee. The GUARANTOR hereby waives and agrees to waive at any future time at the request of WPWMA. to the extent now or then permitted by applicable law, any and all rights which the GUARANTOR may have or which at any time hereafter may be conferred upon it, by statute, regulation or otherwise, to avoid any of its obligations under, or to terminate, cancel, quit or surrender this Guaranty. Without limiting the generality of the foregoing, it is agreed that the occurrence of any one or more of the following shall not, unless otherwise agreed to by WPWMA and GUARANTOR, affect the liability of the GUARANTOR hereunder: (a) at any time or from time to time, without notice to the GUARANTOR, the time for CONTRACTOR's performance of or compliance with any of its obligations under the Agreement is extended, or such performance or compliance is waived; (b) the Agreement is modified or amended in any respect; (c) any other indemnification with respect to CONTRACTOR's obligations under the Agreement or any security therefor is released or exchanged in whole or in part or otherwise dealt with; (d) any assignment of the Agreement is effected which does not require WPWMA's approval; or (e) any termination or suspension of the Agreement arising by reason of a default by CONTRACTOR.

If all or any portion of the obligations guaranteed hereunder are paid or performed, GUARANTOR's obligations hereunder shall continue and remain in full force and effect in the event that all or any part of such payment or performance is avoided or recovered directly or indirectly from WPWMA as a preference, fraudulent transfer or otherwise, irrespective of (a) any notice of revocation given by GUARANTOR or CONTRACTOR prior to such avoidance or recovery, or (b) payment in full of any obligations then outstanding.

The GUARANTOR expressly subordinates and waives its rights to subrogation, reimbursement, contribution or indemnity with respect to performance by GUARANTOR of the obligations of CONTRACTOR guaranteed hereby, until such time as WPWMA receives payment or performance in full of all such obligations.

4. <u>Term</u>. This Guaranty is not limited to any period of time, but shall continue in full force and effect until all of the terms and conditions of the Agreement have been fully performed

by CONTRACTOR, and GUARANTOR shall remain fully responsible under this Guaranty without regard to the acceptance by WPWMA of any performance bond or other collateral to assure the performance of CONTRACTOR's obligations under the Agreement. GUARANTOR shall not be released of its obligations hereunder so long as there is any claim by WPWMA against CONTRACTOR arising out of the Agreement based on CONTRACTOR's failure to perform which has not been settled or discharged.

5. <u>No Waivers by WPWMA</u>. No delay on the part of WPWMA in exercising any rights under this Guaranty or failure to exercise such rights shall operate as a waiver of such rights. No notice to or demand on GUARANTOR shall be a waiver of any obligation of GUARANTOR or right of WPWMA to take other or further action without notice or demand. No modification or waiver by WPWMA of any of the provisions of this Guaranty shall be effective unless it is in writing and signed by WPWMA and by GUARANTOR, nor shall any waiver by WPWMA be effective except in the specific instance or matter for which it is given.

6. <u>Attorney's Fees</u>. In addition to the amounts guaranteed under this Guaranty, GUARANTOR agrees to pay reasonable attorney's fees and all other reasonable costs and expenses incurred by WPWMA in enforcing this Guaranty, or in any action or proceeding arising out of or relating to this Guaranty, including any action instituted to determine the respective rights and obligations of the parties hereunder.

7. <u>Governing Law: Jurisdiction</u>. This Guaranty is and shall be deemed to be a contract entered into in and pursuant to the laws of the State of California and shall be governed and construed in accordance with the laws of California without regard to its conflicts of laws rules for all purposes, including, but not limited to, matters of construction, validity and performance. As the Agreement is made and performed in Placer County, GUARANTOR agrees that any action brought by WPWMA to enforce this Guaranty may be brought in Placer Superior Court or the Eastern District of California as applicable. GUARANTOR appoints the following person as its agent for service of process in California:

CT Corporation System 330 North Brand Blvd. Suite 700 Glendale, California 91203

8. <u>Severability</u>. If any portion of this Guaranty is held to be invalid or unenforceable, such invalidity shall have no effect upon the remaining portions of this Guaranty, which shall be severable and continue in full force and effect.

9. <u>Binding on Successors</u>. This Guaranty shall inure to the benefit of WPWMA and its successors and shall be binding upon GUARANTOR and its successors, including a successor entity formed by a merger or consolidation, a transferee of substantially all of its assets, and its shareholders in the event of its dissolution or insolvency.

10. <u>Authority</u>. GUARANTOR represents and warrants that it has the corporate power to give this guaranty, that its execution of this Guaranty has been authorized by all necessary action

under its Articles of Incorporation and by-laws, and that the person signing this Guaranty on ita behalf has authority to do so.

 <u>Notices</u>. Notice shall be given in writing, deposited in the U.S. mail, registered or certified, first class postage prepaid, addressed as follows:

To WPWMA:	3013 Fiddyment Road Roseville, CA 95747 Attn: WPWMA Executive Director
To GUARANTOR:	10077 Grogans Mill Rd, Suite 466 The Woodlands, TX 77380 Attn: Dan Brazil, VP of Operations

The parties may change the address to which notice is to be sent by giving the other party notice of the change.

IN WITNESS WHEREOF, GUARANTOR has executed this Guaranty on the day and year first above written.

FCC Environmental Services, LLC

1	2-2	~
y: Inigo Sanz	, Chief Executive (Officer
		Con
	19672	

FIRST AMENDMENT TO AGREEMENT FOR DESIGN-BUILD SERVICES

This FIRST AMENDMENT TO AGREEMENT FOR DESIGN-BUILD SERVICES ("Amendment"), by and among the WESTERN PLACER WASTE MANAGEMENT AUTHORITY, a joint powers authority organized under California law ("WPWMA"), FCC Environmental Services, LLC ("FCC"), and FCC Environmental Services California, LLC ("Contractor"). All capitalized terms not herein defined shall have the meaning ascribed to them in the Agreement (as defined below). The WPWMA, FCC, and Contractor are hereinafter referred to jointly as "the Parties" and singularly as a "Party".

RECITALS

A. WPWMA and FCC have entered into that certain AGREEMENT FOR DESIGN-BUILD SERVICES (the "Agreement").

B. As set forth in Section 18.2 of the Agreement, FCC may assign its interest in the Agreement to a limited liability company or corporation formed to conduct business in California and wholly owned by FCC.

C. The Parties wish to approve the assignment of the Agreement to Contractor.

TERMS AND CONDITIONS

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the Parties hereby agree as follows:

1. <u>Recitals</u>. The above Recitals are true and correct and form a substantive part of this Amendment.

2. <u>Defined Terms</u>. All capitalized terms shall have the meaning ascribed to them in the Agreement unless otherwise noted.

3. <u>Assignment</u>. Pursuant to Section 18.2, FCC assigns its interest in the Agreement to Contractor, which is wholly owned by FCC. This assignment shall be effective upon the execution of this Amendment.

4. <u>Interpretation with the Agreement</u>. This Amendment shall control over any conflict or inconsistency with the Agreement. Except for such conflicts and inconsistencies, this Amendment shall be interpreted as part of and in accordance with the applicable terms of the Agreement. Except as set forth in this Amendment, the Agreement remains in full force and effect.

{Signatures on following page}

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed effective as of the date next to their signatures.

WESTERN PLACER WASTE MANAGEMENT AUTHORITY, a joint powers authority organized under California law

FCC ENVIRONMENTAL SERVICES, LLC, a Delaware limited liability company

By: _____ By: _____ Chief Executive Officer

CONTRACTOR:

FCC ENVIRONMENTAL SERVICES CALIFORNIA, LLC, A California limited liability company

By: _____

EXHIBIT 23



MEETING OF THE BOARD OF DIRECTORS AGENDA

August 11, 2022 5:00 PM

Materials Recovery Facility Administration Building 3013 Fiddyment Road, Roseville, CA 95747

The WPWMA Board of Directors August 11, 2022 meeting will be open to in-person attendance. Individuals may also participate in the meeting via Zoom at <u>https://placer-ca-gov.zoom.us/i/99324366361</u>

Materials related to an item on this Agenda submitted to the Board of Directors after distribution of the agenda packet are available for public inspection by emailing the Clerk of the Board at info@WPWMA.ca.gov. The Western Placer Waste Management Authority is committed to ensuring that persons with disabilities are provided the resources to participate fully in its public meetings. If you require disability-related modifications or accommodations please contact the Clerk of the Board at (916) 543-3960 or at info@WPWMA.ca.gov. If requested, the agenda shall be provided in appropriate alternative formats to persons with disabilities. All requests must be in writing and must be received by the Clerk three business days prior to the scheduled meeting for which you are requesting accommodation. Requests received after such time will be accommodated if time permits.

- 1. <u>Call Meeting to Order</u>
- 2. <u>Pledge of Allegiance</u> (Director Roccucci)
- 3. Roll Call
- 4. Statement of Meeting Procedures (Clerk of the Board)
- 5. Public Comment

This is a time when persons may address the Board regarding items not on this Agenda. It is requested that comments be brief, since the Board is not permitted to take any action on items addressed under Public Comment.

6. <u>Announcements & Information</u>

a.	Reports from Directors	
b.	Report from the Executive Director (Ken Grehm)	
C.	Financial Reports (Eric Oddo)	Pg. 5
d.	Monthly Tonnage Reports (Eric Oddo)	
e.	Quarterly MRF Operator's Report (Nortech Waste)	Pg. 7
f.	Quarterly Landfill Operator's Report (Nortech Landfill)	Pg. 11
g	Creditable Recovery Achieved & Incentive Payments Earned by Nortech Waste in FY 2021/22 (Eric Oddo)	Pg. 13
h.	FY 2021/22 Recyclable Revenue Sharing (Eric Oddo)	Pg. 15

8.

7. <u>Consent Agenda</u>

a.	Minutes of the Board Meeting held July 21, 2022	Pg. 17
	Approve as submitted.	
b.	<u>Memorandum of Understanding Between the WPWMA and the Placer</u> <u>County Auditor Controller</u> (Eric Oddo) Authorize the Chair and the Executive Director or designee, upon	Pg. 23
	review and approval by WPWMA Counsel, to sign a Memorandum of Understanding with the Placer County Auditor Controller related to providing ongoing financial and accounting services for an annual cost of \$84,100.	
C.	Assignment of the City of Lincoln Lease (Kevin Bell)	Pg. 27
	Authorize the Executive Director, or designee, upon review and approval by WPWMA Counsel to approve and execute the assignment of the lease between the City of Lincoln and WPWMA to the proposed Lincoln North Auburn Wastewater Authority.	Ū.
d.	<u>Update of WPWMA Staff Titles</u> (Eric Oddo)	Pg. 29
	Adopt Resolution 22-07 which serves to ratify and update Resolution 97-4 establishing staff titles for the WPWMA.	
e.	Establishing a Rate Stabilization Account (Eric Oddo)	Pg. 39
	Adopt Resolution 22-08 which serves to establish a Rate Stabilization Account as part of the WPWMA's Operating Fund.	
f.	<u>MRF Repairs</u> (Will Scheffler)	Pg. 43
	Authorize an increase of \$100,000 to the spending authority previously granted to the Executive Director for repairs to the Materials Recovery Facility increasing the not-to-exceed limit from \$2,500,000 to \$2,600,000.	
Actio	n Items	
a.	2022 Legislative Update and Strategic Agenda (Stephanie Ulmer) Receive an update on legislation introduced for the 2022 Legislative	Pg. 45
	Session and approve the 2022 Legislative Strategic Agenda prepared by Shaw, Yoder, Antwih, Schmelzer & Lange.	
b.	Module 6 Excavation and Soil Stockpiling (Ryan Schmidt)	Pg. 65
	Authorize the Executive Director or designee to: 1) execute and award Construction Project 1894 Module 6 Excavation in the amount of \$6,043,000 with De Silva Gates Construction, 2) approve any required change orders in an amount not to exceed \$210,000 consistent with Section 20142 of the Public Contract Code, and 3) execute the fuel price escalation provisions in the contract in an amount not to exceed	
	\$600,000.	

c. <u>Sac State / Carlsen Center Circular Economy Pitch Competition</u> (Kevin Pg. 69 Bell)

Authorize the Executive Director, or designee, upon review and approval by WPWMA Counsel to execute a work order with the Sac State / Carlsen Center for Innovation and Entrepreneurship to develop, manage and conduct a circular economy pitch competition on behalf of the WPWMA for an amount not-to-exceed \$45,000.

- d. <u>MRF Upgrades Payment and Performance Bonds</u> (Kevin Bell) Pg. 73 Authorize the Executive Director, or designee, upon review and approval by WPWMA Counsel, to execute an amendment to the Design/Build Agreement with FCC Environmental Services, LLC to increase the total contract price by an additional \$1,824,000 for costs related to securing construction payment and performance bonds.
- Authorizing the Issuance and Sale of Solid Waste Revenue Bonds, and Approving Related Documents and Actions (Ken Grehm)
 Adopt Resolution 22-09 which authorizes the issuance and sale of one or more series of solid waste revenue bonds to finance improvements at the Materials Recovery Facility and the Western Regional Sanitary Landfill, approves related documents and actions, amends Resolution 22-02 related to the reimbursement of expenditures from bonds, and authorizes related matters.
- 9. <u>Closed Session</u>
 - a. Government Code §54957(b)(1) Public Employee Performance Evaluation Title: WPWMA Executive Director
- 10. <u>Upcoming Agenda Items</u> Identification of any items the Board would like staff to address at a future meeting.
- 11. <u>Adjournment</u>

WESTERN PLACER WASTE MANAGEMENT AUTHORITY

Minutes of July 21, 2022

The meeting of the Western Placer Waste Management Authority Board of Directors was called to order at 6:00 PM by Chairman Karleskint in the WPWMA Administration Building at the Materials Recovery Facility.

Directors Present:

Staff Present:

Dan Karleskint Robert Weygandt Pauline Roccucci Bonnie Gore Bill Halldin Ken Grehm Kevin Bell Eric Oddo Robert Sandman Will Scheffler

Heather Wilden Becky Correa (virtual)

- 1. <u>Call Meeting to Order</u>: Chairman Karleskint called the meeting to order at 6:00 PM.
- 2. <u>Pledge of Allegiance</u>: Director Weygandt led the Pledge of Allegiance.
- 3. <u>Roll Call</u>: All Directors were present.
- 4. <u>Statement of Meeting Procedures</u>: Heather Wilden read the procedures for in-person and virtual meeting participation.
- 5. <u>Public Comment</u>: No one from the public addressed the Board in-person or virtually.
- 6. <u>Announcements & Information</u>:
 - a. <u>Reports from Directors</u>: None.
 - <u>Report from the Executive Director</u>: Ken Grehm confirmed the list of the upcoming agenda items previously requested by the Board and indicated staff address the items individually at upcoming meetings. Ken noted the list as including: 1) formation and charter approval for a Member Agency Technical Advisory Group (which Ken noted is on this evening's agenda), 2) Evaluation of key WPWMA staff, 3) and update on the Master Plan EIR, and 4) discussion regarding material sent directly to the landfill without first being processed at the MRF.

Will Scheffler provided a brief update on the MRF and landfill operations transition and the MRF fire repairs.

There were no questions from the Board.

- c. <u>Financial Reports</u>: Eric Oddo provided a summary of the financials. There were no questions from the Board.
- d. <u>Monthly Tonnage Reports</u>: Eric Oddo provided a summary. There were no questions from the Board.
- 7. <u>Consent Agenda</u>:
 - a. <u>Minutes of the Board meeting held June 29, 2022</u>:

Staff recommended approving as submitted.

b. <u>Second Amendment to the Agreement with Magma Creative for Public</u> Engagement and Public Information Officer Services:

Staff recommended authorizing the Chair to sign the Second Amendment with Magma Creative, Inc. to provide professional public engagement services related to the WPWMA's facilities and Waste Action Plan for an amount not to exceed \$225,000, increasing the total not to exceed amount of the Agreement to \$427,300.

c. <u>First Amendment to the Agreement with EcoHero Show for School</u> <u>Outreach Services</u>:

Staff recommended authorizing the Chair to sign the First Amendment with EcoHero Show, LLC to provide professional services related to the WPWMA's public outreach, education and engagement program for an amount not to exceed \$50,000, increasing the total not-to-exceed amount of the Agreement to \$116,000.

d. <u>Third Amendment to the Agreement with Quality Scales Unlimited for</u> <u>Commercial Truck Scale Repair and Maintenance</u>:

Staff recommended authorizing the Executive Director or designee, upon review and approval by WPWMA Counsel, to sign the Third Amendment to the Agreement with Quality Scales Unlimited for commercial truck scale repair and maintenance, for an amount not to exceed \$70,000, increasing the total not-to-exceed cost of the Agreement to \$311,110.

e. Soil Acceptance Policy:

Staff recommended adopting Policy 22-05 associated with the acceptance criteria for soil.

f. <u>Assignment of MRF and Landfill Operating Agreements and MRF Design-</u> <u>Build Agreement</u>:

Staff recommended authorizing the Chair to execute the following amendments associated with FCC's establishing FCC Environmental Services California as a wholly owned subsidiary of FCC Environmental Services, LLC.

- 1. The First Amendment to the Landfill Operating Agreement with FCC Environmental Services, LLC assigning its obligations to the subsidiary; and
- The Second Amendment to the MRF Operating Agreement with FCC Environmental Services, LLC assigning its obligations to the subsidiary; and
- 3. The First Amendment to the Agreement for Design-Build Services with FCC Environmental Services, LLC assigning its obligations to the subsidiary.
- g. Equipment Loan and Indemnification Agreement:

Staff recommended ratifying the Equipment Loan and Indemnification Agreement between FCC and WPWMA executed by the Executive Director that allows FCC to utilize WPWMA-owned vehicles while performing services in accordance with the MRF Operating Agreement.

h. <u>Designation of the WPWMA Secretary</u>:

Staff recommended adopting Resolution 22-04 which designates the WPWMA Program Manager as the WPWMA Secretary.

The Chair opened public comment for the Consent Agenda; no one from the public made a comment.

MOTION TO APPROVE THE CONSENT AGENDA: Gore/Weygandt

ROLL CALL VOTE:

Halldin:	YES	Karleskint:	YES
Roccucci:	YES	Gore:	YES
Weygandt:	YES		

Vote: 5 In Favor, 0 Opposed – Motion Passed

- 8. Action Items:
 - a. <u>Debt Management and Disclosure Policy</u>:
 - 1. Staff recommended adopting Resolution 22-05 which serves to formally adopt a WPWMA-specific debt management and disclosure policy; and
 - 2. Receive training on Securities and Exchange Commission Disclosure Requirements and Obligations from Bond/Disclosure Counsel.

Eric Oddo explained that a Debt Management Policy is required for obtaining revenue bonds. We are required to submit this policy within thirty days prior to the sale of the bond.

The Disclosure Policy is highly recommended and is intended to establish practices to ensure compliance and reduce exposure of the WPWMA to liability associated with misstatements or omissions.

Chris Lynch with Jones Hall was present on Zoom and available to answer questions that Board may have had.

The Chair opened the item for public comment; no one from the public made a comment.

MOTION TO APPROVE ITEM 8a: Gore/Weygandt

ROLL CALL VOTE:

Halldin:	YES	Karleskint:	YES
Roccucci:	YES	Gore:	YES
Weygandt:	YES		

Vote: 5 In Favor, 0 Opposed – Motion Passed

b. <u>Sale of WPWMA Vehicles to FCC</u>:

Staff recommended approving the sale of fifteen WPWMA owned vehicles to FCC Environmental Services for a total of \$1,130,560.

Will Scheffler summarized the report. Kevin Bell answered questions from the Board.

The Chair opened the item for public comment; no one from the public made a comment.

MOTION TO APPROVE ITEM 8b: Roccucci/Halldin

ROLL CALL VOTE:

Halldin:	YES	Karleskint:	YES
Roccucci:	YES	Gore:	YES
Weygandt:	YES		

Vote: 5 In Favor, 0 Opposed – Motion Passed

c. <u>First Amendment to the Solid Waste Flow Commitment Agreement with the</u> <u>City of Roseville</u>:

Staff recommended authorizing the Chair to sign the First Amendment to the Agreement for Delivery of Solid Waste between the City of Roseville and the WPWMA that commits delivery of all solid waste generated within the jurisdictional boundaries of the City of Roseville for a period of three years.

Kevin Bell reported the additional flow has been incorporated into the rate package for the bond financing. The Board collectively expressed their appreciation City of Roseville staff for achieving consensus.

The Chair opened the item for public comment; no one from the public made a comment.

MOTION TO APPROVE ITEM 8c:

Gore/Roccucci

ROLL CALL VOTE:

Halldin:	YES	Karleskint:	YES
Roccucci:	YES	Gore:	YES
Weygandt:	YES		

Vote: 5 In Favor, 0 Opposed – Motion Passed

d. <u>WPWMA Technical Advisory Group Charter:</u>

Staff recommended approving the charter for the WPWMA's Technical Advisory Group.

Kevin Bell provided an overview of the report. The Board directed staff to change the name to the Technical Analysis Group. Kevin answered questions from the Board.

The Chair opened the item for public comment; no one from the public made a comment.

MOTION TO APPROVE ITEM 8d:

Halldin/Gore

ROLL CALL VOTE:

Halldin:	YES	Karleskint:	YES
Roccucci:	YES	Gore:	YES
Weygandt:	YES		

Vote: 5 In Favor, 0 Opposed – Motion Passed

9. Timed Items

6:05 P.M.

- a. <u>Tipping Fee Increases for FY 2022/23, FY 2023/24 and FY 2024/25:</u> Staff recommended after conducting a public hearing:
 - 1. Adopt Resolution 22-06 that increases tipping fees effective January 1, 2023, July 1, 2023, and July 1, 2024; and
 - 2. Find this action exempt from CEQA pursuant to Section 21080(b)(8) of the Public Resources Code.

Eric Oddo summarized the report and answered questions from the Board.

CHAIR OPENED THE PUBLIC HEARING AT 6:30 P.M.

No one addressed the Board regarding the proposed tip fee adjustments.

CHAIR CLOSED THE PUBLIC HEARING AT 6:31 P.M.

MOTION TO APPROVE ITEM 9a1 and 9a2: Weygandt/Gore

ROLL CALL VOTE:

Halldin:	YES	Karleskint:	YES
Roccucci:	YES	Gore:	YES
Weygandt:	YES		

Vote: 5 In Favor, 0 Opposed – Motion Passed

- 10. <u>Upcoming Agenda Items</u>: The Board requested a summary of the WPWMA's virtual and in-person meeting practices.
- 11. <u>Adjournment</u>: Meeting was adjourned at 6:55 PM.

Respectfully Submitted,

ather Wilden

Heather Wilden, Clerk of the Board Western Placer Waste Management Authority

MEMORANDUM WESTERN PLACER WASTE MANAGEMENT AUTHORITY

TO: WPWMA BOARD OF DIRECTORS

DATE: AUGUST 11, 2022

FROM: KEN GREHM / ERIC ODDO

SUBJECT: MRF UPGRADES – PAYMENT AND PERFORMANCE BONDS

RECOMMENDED ACTION:

Authorize the Executive Director, or designee, upon review and approval by WPWMA Counsel, to execute an amendment to the Design/Build Agreement with FCC Environmental Services, LLC (FCC) to increase the total contract price by an additional \$1,824,000 for costs related to securing construction payment and performance bonds.

BACKGROUND:

At the April 22, 2022 meeting, and following an extensive competitive procurement process, your Board approved the MRF upgrade design/build agreement (Agreement) with FCC in concert with the WPWMA's selection of FCC as the MRF and landfill operator.

As part of their final proposal, FCC committed to designing, building, and managing construction of the MRF upgrades. During negotiations of the Agreement, the parties discussed FCC securing construction performance and payment bonds. As these requirements were not explicitly identified in the original Request for Proposals, FCC informed staff that it had not included funding for these bonds in their construction cost estimate. Staff believes that, given the magnitude of the facility improvements, payment and performance bonds are appropriate and in the best interest of the WPWMA.

At the April 22, 2022 meeting, staff recommended your Board authorize an increase to the Agreement price of up to a maximum of \$2.5 million to compensate FCC for securing the necessary bonds. At the time the true bond costs were unknown but generally estimated to be less than or equal to the requested \$2.5 million limit. Your Board directed staff to investigate the matter further, including identifying the true cost and of the bonds, and to return at a subsequent meeting as appropriate.

In an effort to minimize the cost associated with the payment and performance bonds, staff investigated the concept of bonding for only a portion of the contract cost (e.g., 50% of the total cost, etc.) In discussions with WPWMA Counsel and the finance team, and from inquiries by FCC to the surety it regularly works with, staff understand that: 1) it is generally legally advisable, if a bond is procured, to provide 100% coverage for the payment bond, 2) less than full bonding coverage could have an adverse impact on the overall facility bond issuance process, and 3) inquiries with FCC's surety suggest a lack of willingness to issue partial bonding coverage. As a result, staff recommend the WPWMA proceed with obtaining full payment and performance bonding coverage for the project.

FCC notified the WPWMA that after additional discussions with its surety, it was able to secure both the payment and performance bond for a combined price of \$1,824,000.

WPWMA BOARD OF DIRECTORS MRF UPGRADES – PAYMENT AND PERFORMANCE BONDS AUGUST 11, 2022 PAGE 2

Staff recommend your Board authorize the Executive Director or designee, upon review and approval by WPWMA Counsel, to execute an amendment to the MRF design/build agreement requiring FCC to secure the required payment and performance bonds for which the WPWMA will compensate FCC for the actual cost of the bonds up to a maximum cost of \$1,824,000.

ENVIRONMENTAL CLEARANCE:

The recommended action is exempt under Section 15061(b)(3) of the CEQA Guidelines. Staff has determined the action would not have a significant effect on the environment.

FISCAL IMPACT:

As noted above, the proposed maximum cost for securing the payment and performance bonds is \$1,824,000.

Based on your Board's prior approval of Resolution 22-02 related to the WPWMA's reserving the right to refund itself for project related costs from bond proceeds, your Board could elect to incorporate this additional amount into the Series 2022A Bonds discussed under Item 8e of this agenda package. These costs are not currently included the bond amount and would therefore require increasing the size of the bonds and the resulting annual debt service. Staff have reviewed the fiscal impact with this approach and believe that the tipping fee structure approved by your Board at the July 21, 2022 would still provide sufficient revenues to meet the anticipated bond covenants.

However, as noted in the Module 6 soil excavation award recommendation under Item 8b, since bids came in lower than budgeted, your Board could elect to maintain the current bond sizing and utilize the projected Module 6 savings to pay for the MRF payment and performance bonds thereby avoiding paying interest on the payment and performance bond premiums.

EXHIBIT 24

CA.gov | Contact Us | DLSE



Division of Apprenticeship Standard / Division of Labor Standards Enforcement

W Home Labor Law Cal/OSHA - Safety & Health Workers' Comp Self Insurance Apprenticeship Director's Office Boards

Home Search PWC-100 Search Results

SEARCH RESULTS - 1 record found

Click the DIR Project ID to see more information about the project.

ID	Awarding Body/ Development Proponent	Project Name	Site Address	Dates	Classification	County
PJ02018 DIR Project	Western Placer Waste Management Authority	Materials Recovery Facility Expansion Design-Build Services	3013 Fiddyment Road Roseville, CA 95747	Advertised: 04/22/2022 Award:	ELECTRICIANS LABORERS	PLACER
ID: 465130		Amount:		04/22/2022 Est. Start:		
		\$120,000,000.00		05/01/2023		
		φ120,000,000.00		Est. Comp:		
				12/14/2025		
	Contractor			Sub Cont	ractor	
PWCR/CSLB/Lic	Name		PWCR/CSLB/Lic	Name		
1000933601	1 FCC ENVIRONMENTAL SERVICES, LLC		1000000912	C.C.D.S., INC		
			100000334	JOHN JACKS	ON MASONRY	
			1000004145	STUMBAUGH	& ASSOCIATES, INC.	
			1000000168	PACIFIC DEC INC.	ORATIVE CONCRETE,	
			1000021295	TARC CONS	RUCTION, INC.	
			1000061781	SKUTLEY CO		
			1000000451	R.J. GORDO	N CONSTRUCTION, INC	2
			1000043938	MEM ENGINE	ERING	
			1000004659	REX MOORE	GROUP, INC.	
			1000056393	ALCAL GLASS SYSTEMS INC		
			100000250	LAGUNA GO	_D MORTGAGE, INC.	
			1001000585	ADVANCED (TECHNOLOG		
			1000003277	B&M BUILDE		

New Search

Back to Top | Conditions of Use | Accessibility | Contact Us | Data Collections and Use Copyright © 2010 State of California

DOWNEYBRAND

July 7, 2023

VIA EMAIL ONLY

Eileen Diepenbrock DIEPENBROCK ELKIN DAUER McCANDLESS LLP 555 University Avenue, Suite 200 Sacramento, CA 95825 Stephen R. McCutcheon, Jr. COOK BROWN, LLP 2407 J Street, Second Floor Sacramento, CA 95816

emd@diepenbrock.com

smccutcheon@cookbrown.com

Re: Cambridge Companies, Inc.'s Request to Substitute Skutley Contracting Corporation

Dear Ms. Diepenbrock and Mr. McCutcheon:

This letter is to provide notice that a hearing on Cambridge Companies, Inc.'s request to substitute Skutley Contracting Corporation as a subcontractor on the Western Placer Waste Management Authority Project has been set on July 20, 2023, at 9:00 a.m., at the offices of Downey Brand, located at 621 Capitol Mall, 18th Floor, Sacramento, California.

The hearing will be set for a total of four (4) hours of hearing time. The parties are welcome to submit additional written statements or evidence prior to the hearing or at the hearing, and will be provided an opportunity to put on live testimony. The total hearing time will be limited to four hours, thus the parties should plan accordingly.

The hearing officer will be Joel Blake, General Counsel for FCC Environmental. Should either of the parties have an objection to the date, please let me know immediately and we will try to accommodate a change, but that will likely result in the hearing being heard in August.

Very truly yours,

DOWNEY BRAND LLP

Matthew J. Weber

MJW:bs

COOK BROWN LLP

July 13, 2023

SENT VIA USPS AND ELECTRONIC MAIL

Matthew J. Weber Downey Brand, LLP 3425 Brookside Road, Suite A Stockton, CA 95219 <u>mweber@downeybrand.com</u>

Western Placer Waste Management Authority 3033 Fiddyment Road Roseville, CA 95747 <u>kbell@placer.ca.gov</u> <u>eoddo@placer.ca.gov</u> <u>kschmidt@placer.ca.gov</u>

Re: WPWMA Facility Improvements: Skutley Contracting Corporation's Objection to Substitution

Dear Sirs:

Skutley Contracting Corporation ("SCC") hereby responds to your letter of July 7, 2023, regarding the hearing set for Cambridge Companies, Inc.'s request to substitute SCC from the Western Placer Waste Management Authority ("WPWMA") Project.

I am writing regarding two issues: 1) FCC lacks authority as a Design-Build entity and facility operator to rule on Cambridge's substitution request; and 2) the schedule for submission of evidence in advance of hearing.

FCC Is Not the "Awarding Authority" or "Authorized Officer" and Lacks Authority to Rule on Cambridge's Request

Public Contract Code section 4107(a)(1) of the Subletting and Subcontracting Fair Practices Act only permits substitution of a listed subcontractor in limited circumstances, subject to the consent of "the awarding authority, or its duly authorized officer." Section 4107 of the Act further provides that "the awarding authority, or its duly authorized officer" shall give notice of the hearing and the reasons for the request. FCC is not "the awarding authority," that is WPWMA, nor is FCC an "officer" of WPWMA. Moreover, on the PWC-100 form registering the Project with the Department of Industrial Relations, WPWMA is listed as the awarding body, not FCC. Thus, FCC is not the proper entity for evaluating Cambridge's request. We understand that FCC Environmental Services, LLC entered into a Design-Build Contract with WPWMA as the awarding authority, and the agreement was subsequently assigned to a subsidiary of FCC Environmental Services, LLC. Similarly, FCC Environmental Services, LLC contracted with WPWMA for the operation of the facility, which agreement was also assigned to a subsidiary of FCC Environmental Services, LLC. FCC (thus far it has been opaque as to with which FCC entity we are communicating with), is not the "awarding authority" nor an "officer" of the "awarding authority."¹

FCC's assumption of the decision-making role is also problematic as FCC is an interested party. As the Design-Build entity, it is responsible for all aspects of the performance of the work for the construction of the facility. FCC is held by WPWMA to achieve Substantial Completion within the contract time and is exposed to liquidated damages for its (and Cambridge's) failure to do so. FCC is also responsible for the development of the overall schedule for the completion of the Project, and the monitoring and coordination of the work. Thus, FCC stands to gain from Cambridge's effort to substitute SCC from the Project based upon SCC's refusal to remove its exclusion of liquidated damages from its bid, and SCC's demands for proper "approved for construction" plans and schedules to facilitate its work.

According to our understanding of FCC's agreement with WPWMA, FCC's role is merely that of construction manager during the facility expansion, and FCC is not authorized to approve changes to the construction documents or issue change orders without the written consent of WPWMA. As WPWMA has not delegated authority to approve changes to the construction documents or issue change orders, and FCC is not an "officer" of WPWMA, FCC should also be without authority to usurp the WPWMA's obligations under the Subletting and Subcontracting Fair Practices Act regarding the conduct of hearings.

SCC objects to FCC's conduct of the hearing on Cambridge's substitution request for the foregoing reasons, and requests that the hearing be conducted by the WPWMA board or a duly authorized officer of WPWMA.

<u>SCC Requests that All Evidence to be Submitted in Support of Substitution Be</u> <u>Provided in Advance of the Hearing</u>

Cambridge's request for substitution was based on two claims: 1) that SCC failed or refused to execute a written contract for its scope of work; and 2) that SCC is not a responsible contractor. Cambridge's request was supported by the declaration of Mr. Larry Zelms, which attached the evidence upon which Cambridge's request was based. As a matter of due process, especially where a substitution based upon an allegation of nonresponsibility is at issue, the party is entitled to review and be prepared to respond

¹ Section 1100 of the Public Contract Code provides that "Public entity,' as used in this part, means the state, county, city, city and county, district, public authority, public agency, municipal corporation, or any other political subdivision or public corporation in the state." FCC is not a "public entity."

to the evidence submitted against it. Cambridge has fully supported its request for substitution, and both parties have submitted their written statements. SCC objects to any schedule which permits Cambridge to submit additional evidence at the hearing which SCC may not be prepared to rebut. SCC's position is that the hearing should be conducted by WPWMA on the record before it as the parties have briefed and submitted evidence in support of their positions. Alternatively, if additional evidence is to be submitted by Cambridge as the requesting party, it should be submitted no later than Monday, July 17th so SCC can be prepared to submit its rebuttal evidence and respond meaningfully at the hearing.

Sincerely,

COOK BROWN, LLP

VcCutcheon, Jr. Stephen R

cc:

Eileen Diepenbrock (emd@diepenbrock.com)

COOK BROWN LLP

June 23, 2023

SENT VIA OVERNIGHT DELIVERY AND ELECTRONIC MAIL

Western Placer Waste Management Authority 3013 Fiddyment Road Roseville, CA 95747 <u>kbell@placer.ca.gov</u> <u>eoddo@placer.ca.gov</u>

FCC Environmental, Inc. 3013 Fiddyment Road Roseville, CA 95747 <u>Andrea.Rodriguez@fccenvironmental.com</u>

Re: WPWMA Facility Improvements: Skutley Contracting Corporation's Objection to Substitution

Dear WPWMA and FCC Environmental, Inc.:

Cook Brown, LLP represents Skutley Contracting Corporation ("SCC") regarding its negotiations with Cambridge regarding the proposed subcontract for the project and Cambridge's request for substitution of SCC from the project received by certified mail on June 20, 2023. SCC hereby objects to its substitution from the WPWMA Facility Improvements Project ("Project") and demands WPWMA and FCC reject Cambridge's request.¹

Cambridge Cannot Rely Only on SCC's Price and Ignore Bid Conditions and Exclusions

The Subletting and Subcontracting Fair Practices Act, including Public Contract Code section $4107(a)(1)^2$, only permits substitution of a listed subcontractor in limited circumstances. The Act binds the general contractor to use its listed subcontractors, even though the parties have not yet entered into a contractual relationship, and the improper removal of a listed subcontractor permits the subcontractor to maintain

¹ Public Contract Code section 4107 requires service of notice of the request by "the awarding authority, or its duly authorized officer" and neither Cambridge nor its counsel are authorized by statute to issue the required notice. Therefore, notice has not been properly provided. Without waiving any rights to challenge the sufficiency of notice, SCC hereby submits its response.

² Unless otherwise noted, all references herein are to the Public Contract Code.

a cause of action for damages. *Interior Systems, Inc. v. Del. E. Webb Corp.* 121 Cal. App. 3d 312, 315 (1961).

While Cambridge premises its request for substitution on SCC's insistence on inclusion of its bid exclusion of liquidated damages and its requirement to arrive at a mutually agreeable schedule, Cambridge cannot accept SCC's price and ignore the rest of SCC's bid terms and conditions. Cambridge accepted those terms by accepting SCC's bid, listing SCC as a subcontractor, and issuing a Letter of Intent to SCC.

In *Flintco Pacific, Inc. v. TEC Management Consultants,* 1 Cal. App. 5th 727 (2016), the Court of Appeal held it was unreasonable for the general contractor to rely only upon the subcontractor's price to the exclusion of the terms and conditions of the subcontractor's bid. The court noted that the subcontractor's bid terms, including the exclusion of liquidated damages, "were material to its bid price and which, if omitted, would have considerably increased the price." *Id.* at 735. The court cited *Drennan v. Star Paving Co.,* 51 Cal. 2d 409, 415 (1958) for the proposition that "a general contractor is not free to . . . reopen bargaining with the subcontractor and at the same time claim a continuing right to accept the original offer." *Flintco,* 1 Cal. App. 5th at 736. In this regard, on April 2, 2023, Cambridge expressly confirmed that "all of the components within SCC's proposal will be incorporated within [the contract]" and Cambridge is not entitled to demand different terms. *See* Declaration of Joe Skutley ("Skutley Dec.") ¶ 7 & Ex. 3.³

<u>Cambridge Failed to Exhaust Its Negotiations with SCC and Violated the Subletting</u> <u>and Subcontracting Fair Practices Act by Engaging Demcon Concrete to Perform</u> <u>SCC's Work</u>

In this instance, it is apparent that Cambridge made the decision to substitute SCC from the Project based upon SCC's insistence that Cambridge provide proper construction documents and schedules, adhere to the exclusion of liquidated damages and other terms contained in SCC's bid, and account for the increased costs of performance from Cambridge's failure to adhere to the schedule and sequence of work for the Project.

On March 27, 2023, Cambridge issued a Letter of Intent ("LOI") to SCC instructing SCC to

lock in all material and labor pricing with required vendors, suppliers, and any third-party subcontractors. Also, please use this LOI as a notice to proceed with the preconstruction process on your end (project staffing, preparation of all required submittals and shop drawings, etc.).

Skutley Dec. ¶ 5 & Ex. 2.

³ All exhibit references are to the exhibits attached to the declaration of Joe Skutley.

SCC immediately began preparation for its work based upon Cambridge listing SCC as a subcontractor under section 4104 and issuance of the LOI, including leasing additional office space, purchasing equipment including office equipment and vehicles and jobsite storage, hiring an additional superintendent and other personnel, entering into agreements with suppliers, and other preconstruction activities, at a cost estimated to be well above \$250,000. Skutley Dec. ¶ 5. SCC further participated in preconstruction meetings during which Project issues were discussed, including problems with the schedule, sequencing of the work, and lack of "Issued for Construction" documents per industry standards. *Id.* at ¶ 9.

These significant problems made Cambridge's adherence to SCC's bid exclusions and terms all the more important. SCC's bid accepted by Cambridge provided that the job schedule would "be mutually agreed upon" and expressly excluded liquidated damages. SCC's bid was premised on a normal Monday-Friday schedule of 8-hour workdays, with overtime or work outside of the normal 8-hour workday being the subject of a change order. Ex. 1.

It was not until April 18, 2023, that Cambridge first provided a proposed contract to SCC. On April 28, 2023, SCC provided its markup of the proposed contract to conform the contract to SCC's bid accepted by Cambridge. On May 5, 2023, SCC participated in a telephone call with Cambridge's legal counsel regarding SCC's proposed revisions to the agreement. Thereafter SCC continued to prepare for the start of work and continued to discuss the contract terms with Cambridge, including on May 15, 2023, providing information to Cambridge regarding the cost impacts from Cambridge's failure to adhere to the schedule and sequence of the work, lack of drawings upon which SCC was to base its work, and Cambridge's insistence that SCC waive its exclusion of liquidated damages in spite of the lack of completed drawings and fact that Cambridge was already behind schedule. On May 18 and May 24, 2023, SCC again wrote to Cambridge in an effort to resolve the schedule problems and lack of necessary approved drawings and again received no response from Cambridge. Skutley Dec. ¶¶ 10, 11 & Ex. 6.

In spite of SCC's preparations to begin work and ongoing efforts to reach agreement, on May 25, 2023, Cambridge sent SCC a letter purporting to "rescind" the Letter of Intent "without further recourse by either party," ignoring the obligations of the Subcontracting and Subletting Fair Practices Act. Ex. 15. On May 26, 2023, the undersigned counsel sent to Cambridge a letter, Ex. 16, reiterating that SCC remained willing to perform its listed work for its listed price and to sign a contract consistent with the terms and conditions of its bid. Cambridge failed to respond, and on June 5, 2023, SCC sent a further letter compromising on the disputed subcontract revisions Ex. 18.⁴

⁴ Notably, Cambridge did not provide either SCC's counsel's May 26, 2023, letter or SCC's June 5, 2023, letter with its Request for Substitution, omitting information important for WPWMA to consider.

Unbeknownst to SCC, simultaneously with demanding that SCC provide documents, attend jobsite meetings, and prepare for work by binding itself with trade partners and suppliers, Cambridge was preparing to contract with Demcon Concrete to perform SCC's scope of work. On May 15, 2023, Cambridge asked SCC the identity of SCC's rebar supplier Camblin Steel. Ex. 10. On May 17, 2023, presumably based on instruction from Cambridge, Demcon began contacting SCC's rebar supplier Camblin Steel for cost proposals for the Project. Ex 12. Similarly, on May 26, 2023, Demcon contacted SCC's concrete supplier Elite Readymix to obtain pricing. Ex. 17. On May 30, 2023 – without compliance with the Subcontracting and Subletting Fair Practices Act – Cambridge informed Demcon that SCC's agreement had been rescinded. Ex. 20.

The fact that as of May 17, 2023, Demcon was comfortable in seeking to obtain quotes and enter agreements with SCC's trade partners and suppliers suggests that Cambridge's "negotiations" with SCC were engaged in merely to buy time to shop SCC's scope of work to other potential subcontractors, rather than honoring SCC's bid as accepted by Cambridge and required by the Subletting and Subcontracting Fair Practices Act.

While Cambridge asserts that "there has been no bid shopping or bid peddling here" and that "Demcon's subcontract price actually will be higher than Skutley's bid," Demcon and Cambridge now have the benefit of SCC having raised the problems with the schedule and sequence of work, necessary acceleration of work, exposure to liquidated damages, and other issues, and the attendant impacts of those problems are undoubtedly built into Demcon's pricing for the work.

The fact that Demcon's price is higher, after having superior knowledge regarding the Project, demonstrates that SCC was justified in informing Cambridge of the cost impacts of its changes to the work.⁵ For example, Cambridge provided Demcon revised architectural drawings from May 19, 2023, marked "not for construction for pricing only," which were never provided to SCC and were issued to address the questions and problems raised by SCC, and must have affected Demcon's pricing. SCC had specifically requested these drawings through RFI #3. Skutley Dec. ¶ 26 & Ex. 13

At no time did SCC refuse to honor its bid or refuse to sign a contract conforming to the bid specifications and its bid as accepted by Cambridge. Rather, after SCC submitted its proposed revisions and exposed Cambridge's failures, Cambridge simply ceased responding. Nor did Cambridge submit to SCC a final proposed contract consistent with SCC's bid. Thus, Cambridge failed to exhaust its negotiations with SCC as a necessary prerequisite to establishing that SCC refused to execute a written contract for its scope of work. Skutley Dec. ¶ 33.

⁵ Cambridge acknowledged the pricing would need to be adjusted due to changes to reflect "the cost differential between RFP and IFC documents." Ex. 8.

<u>Cambridge Failed To Provide a Contract and Terms Consistent With SCC's Bid, and</u> <u>Failed to Provide Documents Necessary for SCC to Perform Work</u>

SCC's bid set forth a price for performance of the work according to plan documents, with certain exclusions from its scope and subject to specific terms material to SCC's price. *See Flintco*, 1 Cal. App. 5th at 735 (bid conditions binding on general contractor). These exclusions and terms included that the work would be performed concurrently, work would be performed during normal working hours, an exclusion of liquidated damages, and that the schedule would be mutually agreed upon. These terms were particularly important as from the outset of the Project Cambridge was not prepared to meet the schedule and Milestones included in the Project documents, potentially exposing SCC to liquidated damages caused by Cambridge's failure to comply with the original schedule and Milestones. The Prime Contract stated that time is of the essence and provided for specific Milestones for completion of work, with Liquidated Damages at the rate of \$3,000 per day to be imposed for failure to attain any Milestones.⁶ This included a June 15, 2023, milestone for completion of the C&D concrete work, including foundations, walls, and slab. *See* Agreement Between Operator and Contractor, p. 2.

- C. Milestones. In addition to the Substantial Completion and Final Completion Date's above the following Milestones must be achieved:
 - Phase 1 C&D Complete Concrete Work (include concrete curing) June 15, 2023
 - a. See Image 5.02.C.1 below

To meet this Milestone, the Project schedule provided for Cambridge to mobilize on April 3, 2023, however, Cambridge did not mobilize until May 8, 2023, and the Project started a month behind schedule. Ex. 4.

29	Construction	180 days	Mon 4/3/23	Fri 12/29/23
60	Site Development	46 days	Mon 4/3/23	Thu 6/8/23
61	Contractor Mobilization and Temp Item Installation	2 days	Mon 4/3/23	Tue 4/4/23

⁶ The contract documents also provided for liquidated damages in the amount of \$3,500 per day for failure to achieve substantial completion per the schedule, and \$2,800 for each day of delay in actual completion of the Project after substantial completion is achieved, making the liquidated damages exposure resulting from Cambridge's delays significant.

The schedule also required Cambridge and SCC to begin the concrete foundations and wall construction on May 3, 2023, and complete the work before June 6, 2023.

30	Phase 1 - C&D Facility Construction	116 days	Tue 4/25/23	Fri 10/13/23
31	C&D Canopy	116 days	Tue 4/25/23	Fri 10/13/23
32	Building Pad Preparation	5 days	Tue 4/25/23	Mon 5/1/23
33	Concrete Foundations and Wall Construction	23 days	Wed 5/3/23	Tue 6/6/23
34	Prep and Pour Slabs at C&D Canopy	7 days	Wed 6/7/23	Thu 6/15/23
35	Primary/Secondary Metal Building Erection at C&D Canopy	20 days	Fri 6/16/23	Mon 7/17/23

This failure of Cambridge to mobilize and be prepared to timely begin work further demonstrates justification for SCC's refusal to remove its bid exclusion of liquidated damages and bid requirement for an agreed upon schedule. Cambridge did not mobilize until after SCC would have been required to begin its concrete foundation and wall construction (scheduled for May 3, 2023 to be completed by June 6, 2023), and as of May 19, 2023 Cambridge was providing Demcon with unapproved drawings that could not be used for construction. Skutley Dec. ¶ 26. Moreover, on May 8, 2023, and May 10, 2023, SCC raised the lack of approved Issued for Construction drawings with measurements that could be relied upon by SCC. Those drawings were to have been received by May 1, 2023, according to Cambridge's representations at the kickoff meeting on April 13, 2023 and via email on April 14, 2023, Ex. 5, but were never provided to SCC.

At the May 8, 2023, and May 10, 2023, meetings, Cambridge instructed SCC that the slab would be poured, without the walls in place. According to Cambridge, the equipment would be installed, and then SCC would be asked to form, place rebar, and pour the walls. This was a physical impossibility. Due to the design of the walls, and the location of mounting points and other items to be embedded in the walls for the equipment, this could not be performed with the equipment in place. In spite of these significant problems, Cambridge insisted upon binding SCC to the June 15, 2023, Milestone for completion of the slab and further insisted that SCC waive its bid exclusion of and expose itself to liquidated damages. Skutley Dec. ¶¶ 17-18.

Cambridge also demanded that SCC change the sequence of performance and only partially perform the work to meet the C&D milestone. As bid by SCC, SCC was to perform the concrete foundation and wall construction beginning May 3, 2023, as shown on the above schedule excerpt, and SCC's bid proposed building those areas concurrently for the sake of efficiency and cost control. Not only did Cambridge lack the Issued for Construction drawings to enable SCC to perform the work according to schedule, but Cambridge also demanded that SCC pour the slab only, without the walls which tie into the slab having been poured and without necessary measurements for where the walls and slab would be tied together. Skutley Dec. ¶ 17.

Cambridge further informed SCC that following the slab construction, and before the wall construction, equipment would be placed on the slab and placed for attachment to walls, and SCC would have to construct the walls within inches of the installed equipment. SCC believed it could not construct the forms with the equipment in place and SCC would not assume the risk of damage to the equipment installed out of sequence. SCC in its May 15, 2023, email (Exhibit 9) raised and objected to this out of sequence work, explaining that the schedule called for the slab *and walls* to be complete in advance of the Milestone date, and performing the work out of sequence would increase the cost of performance and impact the time for completion.

Cambridge asserts that SCC "refused to honor its bid price." In fact, the proposed change in price was due to Cambridge's change in the schedule and the work, the resultant acceleration of work to recover the schedule, and Cambridge's provision of incomplete drawings causing SCC to incur additional expenses with its trade partners. In fact, Cambridge expressly acknowledged on May 11, 2023, that changes in the work required an adjustment in the price to be paid to SCC. In response to Requests for Information addressing SCC's questions, the WPWMA's engineer issued a response to RFI #25 stating "an ad-on for the scope of work on the current Foundation Plans . . . should probably be in order." Exhibit 8. Cambridge provided the RFI response to SCC stating, "Please review as it should provide everything you need to provide the cost differential between RFP and IFC documents." *Id*.

It was in this context of Cambridge continuing to issue documents making changes to the slab and wall thickness and other dimensions affecting the price of the work, and Cambridge's inability to provide permitted and approved drawings for construction, that SCC suggested in its May 15, 2023 email that the Project "be Rebid with Real Time /Current Information," providing certainty for all parties; this was not a refusal by SCC to execute a contract.

Cambridge's Claim SCC is an Irresponsible Bidder is a Red Herring

Cambridge's request for substitution includes a throwaway argument that SCC is an "irresponsible bidder." Cambridge's attempts to recast this ordinary contract dispute as "irresponsibility" is improper. Responsibility concerns "the quality, fitness and capacity of the low bidder to satisfactorily perform the proposed work." *City of Inglewood*, 7 Cal. 3d 861, 867 (1072).

Cambridge's objection is to SCC's insistence that Cambridge adhere to the terms and conditions of SCC's bid, and the significant concerns SCC has raised regarding Cambridge's failure to comply with the general contract's schedule and Milestones upon which SCC's bid was based. Rather than demonstrating SCC's irresponsibility, the parties' conduct demonstrates that SCC is the responsible party, concerned with the time and cost impacts of Cambridge's deviation from the Project documents as bid, the problems arising from Cambridge's demand that SCC perform its work out of sequence, risks of damage to equipment from performing work out of sequence, and Cambridge's failure to provide the necessary Issued for Construction documents upon which SCC's work is to be based.

Cambridge's request to substitute SCC on grounds of irresponsibility under Section 4107(9) should be rejected out of hand. However, should WPWMA entertain Cambridge's request on this ground, SCC requests a formal hearing on responsibility. *See Advanced Real Estate Services, Inc. v. Superior Court*, 196 Cal. App. 4th 338, 351-52 (2011).

Conclusion

It is readily apparent that Cambridge simply wants to dispose of SCC because SCC would not be cowed into abandoning the terms and conditions of its bid, ignoring the significant problems resulting from Cambridge's failure to provide necessary construction documents and Cambridge's inability to proceed according to the schedule as bid by SCC. Rather, Cambridge insisted that SCC simply sign the subcontract put before it and assume the risk of significant liquidated damages exposure due to failure to meet the earliest of Milestones, and treat the work as a design-build project where the design would be developed on the fly with unknown cost and liquidated damage impacts.

The only question for WPWMA to consider is whether SCC refused to sign a contract for the scope of work in SCC's bid according to its bid conditions and price. The answer to that question is unequivocally "No." SCC's refusal to abandon the terms and conditions of its bid is not among the statutory grounds for substitution under Section 4107, and Cambridge's request for substitution must be rejected.

Sincerely,

COOK BROWN, LLP

Stephen R utcheon, Jr.

Enclosures

cc: Matthew J. Weber – Counsel for Cambridge