

DATE: December 10, 2025

TO: Pre-qualified and Shortlisted Design-Build Entities

FROM: Contra Costa County Public Works Department
Capital Projects Management Division
255 Glacier Drive
Martinez, CA 94553

PROJECT: Sherman Recovery Center

This Addendum No. 3 forms a part of the Request for Proposal (RFP) and modifies the original RFP or previous addenda as noted below. Information in this addendum supersedes the noted portions of the RFP or previous addenda and any conflicting information.

ADDENDUM NO. 3

Modifications:

Item	Reference	Modification
AD 3-1	N/A	See attached Exhibit I – Condition of Title Guarantee
AD 3-2	N/A	See attached revised 000110 - Table of Contents with added Exhibit I
AD 3-3	N/A	See attached updates to some of the HVAC Systems.
AD 3-4	013100 -1.4.1	See attached revised County's Project Management Software requirement.
AD 3-5	012100 – 1.1.1.2 & 1.3.2	See attached revised Project Allowances.

RFI Questions:

Item	Reference	Question	Response
AD 3-6	Exhibit G – Geotechnical Report	Would it be possible for the Geotechnical Engineer to share the RawCPT data?	Yes, please see attached Zip File with RawCPT data from Terracon.

AD 3-7	N/A	Can the County provide the site survey CAD Files?	Yes, see attached files to this Addendum.
AD 3-8	N/A	Please confirm that the County will pay for all special inspections required by the Building Permit.	Yes, the County will hire the special inspector and pay for the special inspector services.
AD 3-9	N/A	Please confirm that the Commissioning Agent will be contracted and paid by the County.	Yes, Commissioning Agent will be contracted and paid by the County.
AD 3-10	N/A	Please confirm that the County will pay for all permanent utilities applications including electricity, natural gas, water, sewer, etc.	Yes, the County will pay or reimburse all permanent utility application fees.
AD 3-11	005200 – 3.3.1 011216 – PROJECT MILESTONE SCHEDULE	Please clarify which items is correct: - Document 005200, 3.3.1 indicates that Final Completion of the Project is no later than 60 calendar days after the date of Substantial Completion - Section 011216, includes a milestone schedule indicating only 46 calendar days (5/10/27 to 6/24/27) Please advise which section is correct	Final Completion of the Project shall be achieved no later than 60 calendar days after the date of Substantial Completion. See the updated milestone schedule in the attached document, 011216 – Work Sequence_Sherman.
AD 3-12	005200 – 3.5.2	This section requires the Design-Builder to comply with the State of California Homekey+ Program performance requirements, including timely commencement of construction and achievement of substantial completion deadlines as mandated by the grant. Failure to meet these requirements would result in liquidated damages of \$10,000 per day. To ensure transparency and fairness, please provide the anticipated performance milestones and schedule requirements associated with this project. It is unreasonable to request the Design-Builder to agree to terms that have not been clearly defined.	As the Homekey+ award date has not yet been issued, a detailed milestone schedule for the permanent housing units cannot presently be provided. However, consistent with the requirements outlined in the RFP, we remain confident that all grant-mandated deadlines can be met. A milestone schedule will be submitted upon receipt of the Homekey grant award.
AD 3-13	Exhibit 1 - Criteria Document	Please clarify the intended scope of work in the event that the Homekey+ grant is not approved and the permanent supportive housing units are not constructed. Please confirm whether the stipulated sum contract amount of \$11.1 million would be adjusted to account for any additional site work required under this scenario.	The Recovery Center is the primary project. All proposals, designs, schedules, and cost estimates shall assume no Permanent Supportive Housing (PSH) units in the base scope. The PSH component is an Add Alternate and may be added or removed depending on the outcome of the Homekey+ grant. Provide separate scope, pricing, and schedule for this Add Alternate.

			If Homekey+ funding is not awarded, the PSH Add Alternate will not be included. The Recovery Center shall proceed per the RFP, and the base project budget will remain unchanged.
AD 3-14	Exhibit 1 - Criteria Document, E.2.5 Section L.7	Please confirm if the column labeled "CFM" should be "Tons"	Confirmed, see attached revised F. Exhibit 1 - Criteria Document, page 72.
AD 3-15	N/A	Please confirm whether we should proceed under the assumption that the CEQA exemption, or any other required environmental approvals, will be secured prior to the commencement of demolition, site preparation, and construction activities.	CEQA must be completed before any groundbreaking/construction activities commence.

ATTACHED SEPARATELY AS APPENDICES TO THIS ADDENDUM:

- A. Exhibit I – Condition of Title Guarantee
- B. 000110 - Table of Contents_Sherman
- C. Geotechnical RawCPT data
- D. CAD Filed of the following Surveys:
 - CCC-SHERMAN-BNDY
 - CCC-SHERMAN-TOPO
 - CCC-SHERMAN-UTIL
- E. 011216 - Work Sequence_Sherman
- F. Exhibit 1 - Criteria Document page 70-73
- G. 013100 - Project Management and Coordination_Sherman
- H. 012100 - Allowances_Sherman



CONDITION OF TITLE GUARANTEE
SUBJECT TO THE EXCLUSIONS FROM COVERAGE AND THE CONDITIONS
ATTACHED HERETO AND MADE A PART OF THIS GUARANTEE

WFG NATIONAL TITLE INSURANCE COMPANY
a Florida Corporation, herein called the Company

GUARANTEES

the Assured named in Schedule A of this Guarantee

against loss or damage not exceeding the liability amount stated in Schedule A sustained by the Assured by reason of any incorrectness in the assurances set forth in Schedule A.

WFG NATIONAL TITLE INSURANCE COMPANY

By: _____

Steve Ozonlan, President/CEO

ATTEST: _____

Joseph V. McCabe, EVP/General Counsel/Secretary



Order No.: **24-201542**

**CONDITION OF TITLE GUARANTEE
SCHEDULE A**

Date of Guarantee: **October 23, 2024**

Liability: **\$2,500.00**

Guarantee No.: **3170800-7272152**

Fee: **\$500.00**

1. Name of Assured:

Contra Costa County Public Works Department

2. The estate or interest in the Land which is covered by this Guarantee is:

A fee as to Parcel(s) One, an easement as to Parcel(s) Two

3. The Land referred to in this Guarantee is described as follows:

See Exhibit "A" attached hereto and made a part hereof

4. ASSURANCES:

According to the Public Records as of the Date of Guarantee,

(a) Title to said estate or interest in the Land is vested in:

[Contra Costa County, a political subdivision of the State of California](#)

(b) Title to said estate or interest is subject to the defects, liens, encumbrances or other matters shown in Schedule B, which are not necessarily shown in the order of their priority.

SCHEDULE B

1. General and special taxes and assessments for the fiscal year 2024 - 2025 are shown as Not Being Assessed
2. The lien of supplemental taxes, if any, assessed pursuant to Chapter 3.5 commencing with Section 75 of the California Revenue and Taxation Code.
3. Assessments, for community facility districts, if any, affecting said land which may exist by virtue of assessment maps or notices filed by said districts.
4. The liens of bonds and assessments liens, if applicable, collected with the general and special taxes.
5. An easement for A right of way (not to be exclusive) for use as a roadway for vehicles of all kinds, pedestrian and animals, for water, gas, oil and sewer pipe lines, and for telephone electric light and power lines, together with the necessary poles or conduits to carry said lines over a strip of land 20 feet in width and rights incidental thereto, as set forth in a document recorded on October 25, 1946, as Instrument No. [Book 964 Page 177](#), of Official Records.

Reference is hereby made to said document for full particulars.

6. An easement for the purposes of constructing, laying, maintaining and operating sewer pipes therein and thereupon, and appurtenances and appliances together with the reasonable right of access and rights incidental thereto, as set forth in a document recorded on July 12, 1961, as Instrument No. [46553](#), of Official Records.

Reference is hereby made to said document for full particulars.

7. Easements for Drainage and a Temporary Easement for Highway Slope Purpose and rights incidental thereto, as set forth in a document recorded on February 15, 1962, as Instrument No. [13852](#), of Official Records.

Reference is hereby made to said document for full particulars.

8. An easement for a 20 feet right of way and rights incidental thereto, as set forth in a document recorded on December 15, 1977, as Instrument No. [176744 Book 8631 Page 451](#), of Official Records.

Reference is hereby made to said document for full particulars.

9. An easement for the right from time to time to construct, install, inspect, maintain, replace, remove, and use facilities consisting of Conduits, Pipes, Wires, Conductors, and necessary appurtenances, together with a right of way and rights incidental thereto, as set forth in a document recorded on November 1, 1982, as Instrument No. [82 151675 Book 10990 Page 931](#), of Official Records.

Reference is hereby made to said document for full particulars.

The location of the easement cannot be determined from record information.

10. An easement for Installation and maintenance of a sewer line and rights incidental thereto, as set forth in a document recorded on June 3, 1988, as Instrument No. [88 94226 Book 14373 Page 537](#), of Official Records.

Reference is hereby made to said document for full particulars.

11. Abutter's rights of ingress and egress to or from the said freeway abutting said land have been dedicated or relinquished by instrument recorded on July 31, 1991, as Instrument No.: [91 152149 Book16772 Page 891](#), of Official Records.

Reference is hereby made to said document for full particulars.

12. A waiver of any claims for damages by reason of the location, construction, landscaping or maintenance of a contiguous freeway, highway or roadway, as contained in the document recorded on July 31, 1991, as Instrument No. [91 152149 Book 16772 Page 891](#), of Official Records.

Reference is hereby made to said document for full particulars.

EXHIBIT "A"

LEGAL DESCRIPTION

Real Property Located in the City of Pleasant Hill, County of Contra Costa, State of California, described as follows:

Parcel One:

Commencing at the most northeasterly corner of that certain parcel of land described as Parcel 1 in the deed to the State of California recorded June 11, 1959, in [Book 3391 of Official Records of Contra Costa County, at Page 253](#); thence, North 80° 59' 10" East 61.96 feet; South 20° 04' 30" East, 221.98 feet to the westerly boundary line of that certain parcel of land described in the deed to Contra Costa County Flood Control and Water Conservation District, recorded November 20, 1968 in [Book 5754 of Official Records of Contra Costa County, at Page 383](#); thence, along said westerly boundary line, along the arc of a non-tangent curve to the left, with a radius of 1355.00 feet, the center of which bears South 80° 12' 53" East, through an angle of 3° 39' 17", an arc distance of 86.43 feet to the point of beginning; thence, along said curve to the left, with a radius of 1355.00 feet, the center of which bears South 83° 51' 11" East, through an angle of 8° 23' 00", an arc distance of 198.26 feet; thence, South 78° 36' 22" West, 220.76 feet; thence, North 20° 14' 50" East, 1.16 feet; thence, along the arc of a tangent curve to the left, with a radius of 400.00 feet, the center of which bears North 69° 45' 10" West, through angle of 13° 14' 50", an arc distance of 92.48 feet; thence, North 7° 00' 00" East, 149.74 feet; thence along the arc of tangent curve to the right with a radius of 450.00 feet, the center of which bears South 83° 00' 00" East, through an angle of 2° 42' 42", an arc distance of 21.30 feet; thence, South 84° 00' 00" East, 180.62 feet to the point of beginning, containing 1.0000 acres more or less.

Excepting Therefrom:

All that portion of land Conveyed to the State of California, described in that certain Grant Deed recorded July 31, 1991 as Instrument No. [152149, in Book 16772, at Page 891](#), Contra Costa County Official Records.

Parcel Two:

A perpetual easement appurtenant to Parcel No. One referred to herein for right of way for ingress and egress purposes (not to be exclusive) for roadway of vehicles of all kinds, pedestrians, and animals, and of water, gas, oil, and sewer pipe lines, and for telephone, electric power lines together with necessary poles or conduits to carry said lines over, under, and across that certain real property described below:

Commencing at the most southerly corner of that certain parcel of land described as Parcel 1 in the deed to the State of California, recorded June 11, 1959, in [Book 3391 of Official Records of Contra Costa County, at Page 253](#); thence, from said point of commencement, South 78° 18' 00" East, 44.48 feet; thence, South 31° 04' 40" East, 18.60 feet to the point of beginning; thence, North 20° 14' 50" East, 8.84 feet; thence, along the arc of tangent curve to the left, with a radius of 350.00 feet; the center of which bears North 69° 45' 10" West, through an angle of 13° 14' 50", an arc distance of 80.92 feet; thence, North 7° 00' 00" East, 149.74 feet; thence, South 83° 00' 00" East, 50.00 feet; thence, South 7° 00' 00" West, 149.74 feet, thence along the arc of a tangent curve to the right, with a radius of 400.00 feet, the center of which bears North 83° 00' 00" West, through an angle of 13° 14' 50", an arc distance of 92.48 feet; thence, South 20° 14' 50" West 1.16 feet; thence, North 78° 29' 36" West to the point of beginning, containing 0.2771 acres more or less.

Property Address: 2025 Sherman Dr., Pleasant Hill, Ca. 94523

Tax Account No(s): 127-170-027-8

EXCLUSIONS FROM COVERAGE

Except as expressly provided by the assurances in Schedule A, the Company assumes no liability for loss or damage by reason of the following:

- (a) Defects, liens, encumbrances, adverse claims or other matters affecting the title to any property beyond the lines of the Land.
- (b) Defects, liens, encumbrances, adverse claims or other matters, whether or not shown by the Public Records (1) that are created, suffered, assumed or agreed to by one or more of the Assureds; or (2) that result in no loss to the Assured.
- (c) Defects, liens, encumbrances, adverse claims or other matters not shown by the Public Records.
- (d) The identity of any party shown or referred to in any of the schedules of this Guarantee.
- (e) The validity, legal effect or priority of any matter shown or referred to in any of the schedules of this Guarantee.
- (f) (1) Taxes or assessments of any taxing authority that levies taxes or assessments on real property; or, (2) proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not the matters excluded under (1) or (2) are shown by the records of the taxing authority or by the Public Records.
- (g) (1) Unpatented mining claims; (2) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (3) water rights, claims or title to water, whether or not the matters excluded under (1), (2) or (3) are shown by the Public Records.

GUARANTEE CONDITIONS

1. Definition of Terms.

The following terms when used in the Guarantee mean:

- (a) the "Assured": the party or parties named as the Assured in Schedule A, or on a supplemental writing executed by the Company.
- (b) "Land": the Land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "Land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways.
- (c) "Mortgage": mortgage, deed of trust, trust deed, or other security instrument.
- (d) "Public Records": those records established under California statutes at Date of Guarantee for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge.
- (e) "Date of Guarantee": the Date of Guarantee set forth in Schedule A.
- (f) "Amount of Liability": the Amount of Liability as stated in Schedule A.

2. Notice of Claim to be Given by Assured.

The Assured shall notify the Company promptly in writing in case knowledge shall come to the Assured of any assertion of facts, or claim of title or interest that is contrary to the assurances set forth in Schedule A Schedule A and that might cause loss or damage for which the Company may be liable under this Guarantee. If prompt notice shall not be given to the Company, then all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of the Assured under this Guarantee unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

3. No Duty to Defend or Prosecute.

The Company shall have no duty to defend or prosecute any action or proceeding to which the Assured is a party, notwithstanding the nature of any allegation in such action or proceeding.

4. Company's Option to Defend or Prosecute Actions; Duty of Assured to Cooperate.

Even though the Company has no duty to defend or prosecute as set forth in Paragraph 3 above:

- (a) The Company shall have the right, at its sole option and cost, to institute and prosecute any action or proceeding, interpose a defense, as limited in Paragraph 4 (b), or to do any other act which in its opinion may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured. The Company may take any appropriate action under the terms of this Guarantee, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this Guarantee. If the Company shall exercise its rights under this paragraph, it shall do so diligently.
- (b) If the Company elects to exercise its options as stated in Paragraph 4(a) the Company shall have the right to select counsel of its choice (subject to the right of the Assured to object for reasonable cause) to represent the Assured and shall not be liable for and will not pay the fees of any other counsel, nor will the Company pay any fees, costs or expenses incurred by an Assured in the defense of those causes of action which allege matters not covered by this Guarantee.
- (c) Whenever the Company shall have brought an action or interposed a defense as permitted by the provisions of this Guarantee, the Company may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from an adverse judgment or order.
- (d) In all cases where this Guarantee permits the Company to prosecute or provide for the defense of any action or proceeding, the Assured shall secure to the Company the right to so prosecute or provide for the defense of any action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured, at the Company's expense, shall give the Company all reasonable aid in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or lawful act which in the opinion of the Company may be necessary or desirable to establish the correctness of the assurances set forth in Schedule A or to prevent or reduce loss or damage to the Assured.. If the Company is prejudiced by the failure of the Assured to furnish the required cooperation, the Company's obligations to the Assured under the Guarantee shall terminate.

5. Proof of Loss or Damage.

- (a) In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Assured furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.
- (b) In addition, the Assured may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Guarantee, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Assured shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the Assured provided to the Company pursuant to this paragraph shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Assured to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in the above paragraph, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this Guarantee to the Assured for that claim.

6. Options to Pay or Otherwise Settle Claims: Termination of Liability.

In case of a claim under this Guarantee, the Company shall have the following additional options:

- (a) To pay or tender payment of the Amount of Liability together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- (b) To pay or otherwise settle with the Assured any claim assured against under this Guarantee. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment or tender of payment and that that the Company is obligated to pay; or
- (c) To pay or otherwise settle with other parties for the loss or damage provided for under this Guarantee, together with any costs, attorneys' fees, and expenses incurred by the Assured that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in 6 (a), (b) or (c) of this paragraph the Company's obligations to the Assured under this Guarantee for the claimed loss or damage, other than the payments required to be made, shall terminate, including any duty to continue any and all litigation initiated by the Company pursuant to Paragraph 4.

7. Limitation of Liability.

- (a) This Guarantee is a contract of Indemnity against actual monetary loss or damage sustained or incurred by the Assured claimant who has suffered loss or damage by reason of reliance upon the assurances set forth in Schedule A and only to the extent herein described, and subject to the Exclusions From Coverage of this Guarantee.
- (b) If the Company, or the Assured under the direction of the Company at the Company's expense, removes the alleged defect, lien or, encumbrance or cures any other matter assured against by this Guarantee in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.
- (c) In the event of any litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom.
- (d) The Company shall not be liable for loss or damage to the Assured for liability voluntarily assumed by the Assured in settling any claim or suit without the prior written consent of the Company.

8. Reduction of Liability or Termination of Liability.

All payments under this Guarantee, except payments made for costs, attorneys' fees and expenses pursuant to Paragraph 4 shall reduce the Amount of Liability under this Guarantee pro tanto.

9. Payment of Loss.

- (a) No payment shall be made without producing this Guarantee for endorsement of the payment unless the Guarantee has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.
- (b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions, the loss or damage shall be payable within thirty (30) days thereafter.

10. Subrogation Upon Payment or Settlement.

Whenever the Company shall have settled and paid a claim under this Guarantee, all right of subrogation shall vest in the Company unaffected by any act of the Assured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Guarantee not been issued. If requested by the Company, the Assured shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The Assured shall permit the Company to sue, compromise or settle in the name of the Assured and to use the name of the Assured in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the Assured the Company shall be subrogated to all rights and remedies of the Assured after the Assured shall have recovered its principal, interest, and costs of collection.

11. Arbitration.

Either the Company or the Assured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Assured arising out of or relating to this Guarantee, any service of the Company in connection with its issuance or the breach of a Guarantee provision, or to any other controversy or claim arising out of the transaction giving rise to this Guarantee. All arbitrable matters when the amount of liability is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Assured. All arbitrable matters when the amount of liability is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Assured. Arbitration pursuant to this Guarantee and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

12. Liability Limited to This Guarantee; Guarantee Entire Contract.

- (a) This Guarantee together with all endorsements, if any, attached hereto by the Company is the entire Guarantee and contract between the Assured and the Company. In interpreting any provision of this Guarantee, this Guarantee shall be construed as a whole.
- (b) Any claim of loss or damage, whether or not based on negligence, or any action asserting such claim, shall be restricted to this Guarantee.
- (c) No amendment of or endorsement to this Guarantee can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

13. Severability

In the event any provision of this Guarantee, in whole or in part, is held invalid or unenforceable under applicable law, the Guarantee shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

14. Choice of Law; Forum

- (a) Choice of Law: The Assured acknowledges the Company has underwritten the risks covered by this Guarantee and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of Guaranties of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims that are adverse to the Assured and to interpret and enforce the terms of this Guarantee. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Assured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

15. Notices, Where Sent.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this Guarantee and shall be addressed to the Company at 12909 SW 68th Parkway, Suite 350, Portland, OR 97223. WFG National Title Insurance Company's telephone number is (800) 334-8885.



Williston Financial Group Privacy Notice

Williston Financial Group LLC, WFG National Title Insurance Company, and each of the affiliates listed below (collectively "WFG" or the "WFG Family") believe it is important to protect your privacy and confidences. We recognize and respect the privacy expectations of our customers. We believe that making you aware of how we collect information about you, how we use that information, and with whom we share that information will form the basis for a relationship of trust between us. This Privacy Notice provides that explanation. We reserve the right to change this Privacy Notice from time to time.

WFG's primary business is providing appraisal, title insurance, and escrow services for the sale or refinance of real property. This can be a complicated process involving multiple parties, many of whom have been selected by our customers, each filling a specialized role. In part, you have hired WFG to coordinate and smooth the passage of the information necessary for an efficient settlement or closing.

In the course of this process, WFG collects a significant amount of personal and identifying information about the parties to a transaction, including sensitive items that include but are not limited to: your contact information, including email addresses, Social Security numbers, driver's license, and other identification numbers and information; financial, bank and insurance information; information about past and proposed mortgages and loans; information about properties you currently or previously owned; your mortgage application package; and the cookie, IP address, and other information captured automatically by computer systems.

Much of this information is gathered from searches of public land, tax, court and credit records to make certain that any liens, challenges or title defects are addressed properly. Some of the information that is collected is provided by you or the computer systems you use. We also may receive information from real estate brokers and agents, mortgage brokers and lenders, and others working to facilitate your transaction, as well as information from public, private or governmental databases including credit bureaus, 'no-fly' lists, and terrorist 'watch lists'.

What Information is Shared?

WFG DOES NOT SELL any of your information to non-affiliated companies for marketing or any other purpose.

However, some of the same information does get shared with persons inside and outside the WFG Family in order to facilitate and complete your transaction.

For example:

However, some of the same information does get shared with persons inside and outside the WFG Family in order to facilitate and complete current and future transactions.

For example:

- Information, draft documents, and closing costs will pass back and forth between WFG and your mortgage broker and lender to facilitate your transaction.
- Information, including purchase agreements and amendments, will pass back and forth between WFG and the real estate agents and brokers, the mortgage brokers and lenders, the lawyers and accountants, and others involved in facilitating the transaction.
- WFG may order property searches and examinations from title searchers, abstractors and title plants.
- WFG may use third parties to obtain tax information, lien information, payoff information, and condominium or homeowners' association information.
- Third parties may be engaged to prepare documents in connection with your transaction.
- Surveys, appraisals, and inspections may be ordered.
- Within the WFG Family of companies, we may divide up the work to handle each closing in the most efficient manner possible and to meet specific legal and licensing requirements. Certain parts of your closing (for example a search or disbursement) may be handled by another division or company within the WFG Family.

- When it is time for signatures, your complete closing package may be sent to a notary, remote online notary, or notary service company who will arrange to meet with you to sign documents. The notary will, in turn, send signed copies back to us along with copies of your driver's license or other identity documents, usually by mail, UPS, Federal Express or another courier service.
- Your deed, mortgage and other documents required to perfect title will be recorded with the local recorder of deeds.
- In some cases, we use an outside service to coordinate the recording or electronic-recording of those instruments, and they will receive copies of your deeds, mortgages and other recordable documents to process, scan and send on to the recording office.
- Information within your title policy may be shared with WFG National Title Insurance Company title policy issuing agents to facilitate future financial transactions involving your property.
- Various government agencies get involved. The law requires us to provide certain information to the IRS, the U.S. Department of the Treasury, local and state tax authorities, and other regulatory and governmental agencies.
- **WFG title policy issuing agents only:** personal information provided by you may be shared with a third party for the purposes of facilitating training to obtain CE/CLE credits.

You have a choice in the selection of a mortgage broker, lender, real estate broker or agent and others that make up your 'transaction team.' Information flows to and from the members of the transaction team you have selected to facilitate an efficient transaction for you.

When WFG selects and engages a third party provider, we limit the scope of the information shared with that third party to the information reasonably necessary for that service provider to provide the requested services. With most, we have entered into agreements in which they expressly commit to maintain a WFG customer's information in strict confidence and use the information only for purposes of providing the requested services, clearing title, preventing fraud and addressing claims under our title insurance policies.

How does WFG use your Information?

We may use your personal information in a variety of ways, including but not limited to:

- Provide the products, services and title insurance you have requested, and to close and facilitate your transaction.
- Provide and use historic transaction information to facilitate future financial transactions.
- Coordinate and manage the appraisal process.
- Handle a claim or provide other services relating to your title insurance policies.
- Create, manage, and maintain your account.
- Operate and improve WFG's applications and websites, including WFG MyHome®, WFG's secure communication and transaction portal. Your information is used for access management, payment processing, site administration, internal operations, troubleshooting, data analysis, testing, research, and for statistical purposes.
- Respond to your requests, feedback or inquiries.
- Comply with laws, regulations, and other legal requirements.
- Comply with relevant industry standards and our policies, including managing WFG's risk profile through reinsurance.
- Protect and enforce your rights and the rights of other users against unlawful activity, including identity theft and fraud.
- Protect and enforce our collective rights arising under any agreements entered into between WFG and you or any other third party.
- Protect the integrity and maintain security of our applications, websites, and products.
- Operate, evaluate, and improve our business.
- Provide you with information about products, services, and promotions from WFG or third parties that may interest you.
- **WFG title policy issuing agents only:** Provide you with a training platform to obtain CE/CLE credits

How Do We Store and Protect Your Personal Information?

Although no system can guarantee the complete security of your personal information, we will use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your personal information and our systems and sites from malicious intrusions or hacking.

How Long Do We Keep Your Personal Information?

We keep your personal information for as long as necessary to comply with the purpose for which it was collected, our business needs, and our legal and regulatory obligations. We may store some personal information indefinitely. If we dispose of your personal information, we will do so in a way that is secure and appropriate to the nature of the information subject to disposal.

Computer Information

When you access a WFG website, or communicate with us by e-mail, we may automatically collect and store more information than you are expressly providing when you fill out a survey or send an email. This may include:

- Your IP Address.
- Your email address, your alias and, social media handles.
- The type of browser and operating system you use.
- The time of your visit.
- The pages of our site you visit.
- Cookies.

In order to provide you with customized service, we make use of Web browser cookies. Cookies are files that help us identify your computer and personalize your online experience. You may disable cookies on your computer, but you may not be able to download online documents or access certain websites unless cookies are enabled.

The technical information we collect is used for administrative and technical purposes and to prevent fraud and provide identity verification. For instance, we may use it to count the number of visitors to our website and determine the most popular pages. We may also use it to review types of technology you are using, determine which link brought you to our website, assess how our advertisements on other websites are working, help with maintenance, and improve our customers' experience.

We may compare information gathered on previous visits to verify that we are interacting with the same parties and not a potential imposter.

If we ask you to fill out any forms or surveys, we will use the information we receive only for the specific purposes indicated in those forms or surveys.

The information you and your transaction team send us in emails or attached to an email, or provide through any of our online tools, is used for purposes of providing title, escrow and appraisal management services and used for the purposes described above.

In addition to the above, if you use an eClosing platform to sign your real estate transaction additional information may be collected. This may include:

- Your IP address.
- Your location.
- Your email address and your alias.
- The type of browser and operating system you use.
- The time of your visit.
- Your biometrics.
- Your image.
- Video recording of your transaction signing.
- Transaction metadata.
- Cookies.

Links to Third Party Sites

Our Applications and Websites may contain links to third-party websites and services. Please note that these links are provided for your convenience and information, and the websites and services may operate independently from us and have their own privacy policies or notices, which we strongly suggest you review. This Privacy Notice applies to WFG's applications and websites only.

Do Not Track

Because there is not an industry-standard process or defined criteria to permit a user to opt-out of tracking their online activities (“Do Not Track”), our websites do not currently change the way they operate based upon detection of a Do Not Track or similar signal. Likewise, we cannot assure that third parties are not able to collect information about your online activities on WFG websites or applications.

Social Media Integration

Our applications, websites, and products contain links to and from social media platforms. You may choose to connect to us through a social media platform, such as Facebook, Twitter, Google, etc. When you do, we may collect from the social media platform additional information from or about you, such as your screen names, profile picture, contact information, contact list, and the profile pictures of your contacts. The social media platforms may also collect information from you.

When you click on a social plug-in, such as Facebook’s “Like” button, Twitter’s “tweet” button, or the Google+, that particular social network’s plug-in will be activated and your browser will directly connect to that provider’s servers. Your action in clicking on the social plug-in causes information to be passed to the social media platform.

We do not have control over the collection, use and sharing practices of social media platforms. We therefore encourage you to review their usage and disclosure policies and practices, including their data security practices, before using social media platforms.

How Can You “Opt-Out?”

We do not sell your information; therefore there is no need to opt-out of such reselling. Under various laws, you can opt-out of the sharing of your information for more narrow purposes. For additional detail, consult the Links under the “Legal” Notices attached below.

The “Legal” Notices

To comply with various federal and state laws, we are required to provide more complete legal notices and disclosures – see links below. The state-specific statutes referenced therein may also give residents of those states additional rights and remedies.

Privacy Notice for California Residents - <https://national.wfgnationaltitle.com/privacy-notice-california>

Privacy Notice for Oregon Residents - <https://national.wfgnationaltitle.com/privacy-notice-oregon>

How to Contact Us

If you have any questions about WFG’s privacy notice or how we protect your information, please contact WFG:

- By email: Consumerprivacy@willistonfinancial.com
- By telephone: 833-451-5718
- By fax: 503-974-9596
- By mail: 12909 SW 68th Pkwy, Suite 350, Portland, OR 97223

WFG FAMILY

WILLISTON FINANCIAL GROUP LLC
WFG NATIONAL TITLE INSURANCE COMPANY
WFG LENDER SERVICES, LLC

WFGLS TITLE AGENCY OF UTAH, LLC
WFG NATIONAL TITLE COMPANY OF WASHINGTON, LLC
WFG NATIONAL TITLE COMPANY OF CALIFORNIA

WFG NATIONAL TITLE COMPANY OF TEXAS, LLC D/B/A WFG NATIONAL TITLE COMPANY
UNIVERSAL TITLE PARTNERS, LLC
VALUTRUST SOLUTIONS, LLC

MYHOME, A WILLISTON FINANCIAL GROUP COMPANY, LLC (formerly known as WILLISTON ENTERPRISE SOLUTIONS & TECHNOLOGY, LLC)

WFG NATIONAL TITLE COMPANY OF CLARK COUNTY, WA, LLC, D/B/A WFG NATIONAL TITLE

Rev 12.20.2022

Who we are	
Who is providing this notice	Williston Financial Group, LLC and its affiliates and subsidiaries as listed below:
What we do	
How does Williston Financial Group protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We limit access to your information to employees that need to use the information to process or protect transaction. We take industry standard (IPSEC) measures to protect against malicious intrusions or hacking
How does Williston Financial Group collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> • Apply for insurance • Engage us to provide appraisal, title and escrow services • Give us your contact information • Provide your mortgage information • Show your driver's license <p>We also collect your personal information from others, such as real estate agents and brokers, mortgage brokers, lenders, credit bureaus, affiliates, and others</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> • sharing for affiliates' everyday business purposes— information about your creditworthiness • affiliates from using your information to market to you • sharing for nonaffiliates to market to you <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>
What happens when I limit sharing for an account I hold jointly with someone else?	Your choices will apply to everyone on your policy.
Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Our affiliates include companies with a common corporate identity, including those listed below.</p>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <p>Nonaffiliates we share with can include real estate agents and brokers, mortgage brokers, lenders, appraisers, abstractors and title searchers and others as appropriate to facilitate your transaction.</p>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <p>Williston Financial Group does not jointly market.</p>
Other important information	
<p>As a resident or citizen of certain states, we may have to provide additional state specific privacy notices and you may have rights other than as set forth above. The links below will provide state specific information:</p> <p>Privacy Notice for California Residents - https://national.wfgnationaltitle.com/privacy-notice-california</p> <p>Privacy Notice for Oregon Residents - https://national.wfgnationaltitle.com/privacy-notice-oregon</p>	

DOCUMENT 000110

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CRITERIA MANUAL EXHIBITS

Contract Document Exhibits: The following Exhibits are part of the Contract Documents, and the contents thereof represent contract requirements.

- Exhibit 1 Criteria Documents – Narratives and Appendices prepared by BCRA dated November 10,2025 for Contra Costa County Sherman Recovery Center Project
- Exhibit 2 Contra Costa County Building Design & Construction Guidelines rev.2021
- Exhibit 3 DOIT Cabling Standards 1.4
- Exhibit 4 Prevailing Wage Rates. Adopted by Reference. Current rates available at: <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>

Non-Contract Document Exhibits: The following Exhibits are provided for Bidder's convenience. These documents are not part of the Contract Documents and are provided for reference purposes.

- Exhibit A Sherman Record Drawing, (pg count 7), dated April, 1994 & June, 2002
- Exhibit B Alta Survey (pg count 2), dated November 2024
- Exhibit C Phase I Environmental Site Assessment, (pg count 637), dated April, 2025
- Exhibit D Phase II Environmental Site Assessment, (pg count 89), dated November, 2025
- Exhibit E Topographic Survey, (pg count 2), dated September, 2025
- Exhibit F Pre-Demolition Hazardous Materials Survey, (pg count 109), dated October, 2025
- Exhibit G Geotechnical Report, (pg count 71), dated November, 2025
- Exhibit H Criteria Architect Media Release Form
- Exhibit I Condition of Title Guarantee

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END OF DOCUMENT

SECTION 011216

WORK SEQUENCE

PART 1 - GENERAL

1.1 SUMMARY

1.1.1 This Section discusses the phasing and sequencing of the major site preparation, construction, and project completion components of the Project.

1.1.2 Related Sections include the following:

1.1.2.1 Section 011110 (Summary of Work)

1.1.2.2 Section 011114 (Summary of Work - Design Services and Deliverables)

1.1.2.3 Section 013216 (Schedules and Reports)

1.2 PHASES

1.2.1 The Project has been organized as a multiple Phase to facilitate and expedite completion of the Work within the Project Schedule.

1.2.1.1 Project Components: Each of the Project Components, identified in the Performance Criteria Documents shall be considered as an integral part of the multiple-phase Project. Work associated with completion of each component shall progress as needed to achieve on-time completion of the Project as a whole.

1.3 PHASING AND SEQUENCING

1.3.1 General phasing and schedule milestone information is provided in the County Project Milestone Schedule (attached to this Section) and in the Contract Documents. Design Builder shall be responsible for developing the detailed plan for sequencing of the design, permitting, and construction for completion of the Work. Final phasing, incremental permit approval packages, and sequencing must be approved by the County and Health Services Office.

1.3.2 The Design Builder's construction phasing for the Work must accommodate operational impacts for the existing occupied Facility, utilities, and systems. Sequencing coordination with the work and operational requirements outside of this contract will need to be established by the Design Builder in coordination with County and Health Services office.

1.3.3 The Design Builder's sequencing shall fit within and coordinate with the milestone and completion dates specified in the Milestone Schedule, and within constraints outlined in the Contract Documents. The Design Builder may improve upon the milestone and completion dates as part of their effort to provide Best Value Enhancements as specified in Section 002100 (Request for Proposals).

1.3.4 For Add Alternate 1 (funded by the Homekey+ grant), the Design Builder shall break ground no later than six (6) months + 60 days following the official Homekey+ grant award date, in accordance with Homekey+ requirements and as verified by the County. The Design-Builder shall achieve Final Completion of the project no later than twenty-four (24) months plus sixty (60) days from the Homekey+ grant award date.

Break Ground Definition: The Homekey+ NOFA does not provide a separate definition of “break ground.” In program practice, “breaking ground” refers to the commencement of physical construction activities on the project site, such as grading, excavation, or foundation work.

PRODUCTS - Not used.

EXECUTION - Not used.

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**Contra Costa County
Sherman Recover Center Project**

PROJECT MILESTONE SCHEDULE

1. Release of Request for Proposals	November 13, 2025
2. Proposals Due to County	January 22, 2026
3. Bids Tab Summary due to County	February 5, 2026
4. Design Build Award by County (Board of Supervisors)	February 24, 2026
5. Design Build Award Approved by Department of Finance	March 3, 2026
6. Notice to Proceed Start Date	March 5, 2026
7. Acquire Demolition Permits for Entire Site	June 22, 2026
8. Demolition Start “ Break Ground ”	June 29, 2026*
9. Demolition of Entire Site Complete	December 15, 2026
10. Acquire Construction Permits	December 16, 2026
11. Construction of Recovery Center & 5 Supportive Housing Units Complete	May 10, 2027
12. Occupancy / Substantial Completion	May 10, 2027
13. Final Completion	June 24 July 09, 2027
14. HS Team Move-in	August 27, 2027

* Homekey+ Grant Award notice expected on ~~November 17~~ December 15, 2025. Date subject to change, pending Homekey+ Grant Award.

END OF SECTION

E.2.5 HVAC SYSTEM

A. The mechanical system for the building will utilize a Variable Refrigerant Flow (VRF) system with heat recovery and a Dedicated Outdoor Air System (DOAS) unit (located in the attic) that provides fresh outside/ventilation air ducted to each VRF fan coil.

B. Ducted VRF fan coil units will provide heating and cooling to the zoned spaces. The VRF fan coils will be located within ceiling voids and within remote areas for ease of access and serviceability. Fan coils will be provided with a filter rack housing MERV-8 filters.

C. The building will have one, single, indoor DOAS unit to provide tempered outside air to all occupied spaces of the building. The DOAS unit will be a package unit with enthalpy wheels engineered to capture waste heat from the building and precondition (temper) the fresh outside/ventilation air. The DOAS units shall be capable of tempering the ambient outside air from 100F/70F down to 80F/67F in the summer. The tempered outside air shall then be ducted to the return air of each VRF fan coil. Exhaust/return air shall be routed back to the DOAS energy recovery wheels. The DOAS units shall be balanced to ensure that any required spaces are under negative pressure where required. The building as a whole shall be under a slight positive pressure. These DOAS units will be complete with MERV-13 air filters on the outside air inlet and MERV-8 filters on the return/exhaust inlet, electric heating coils (if necessary), and supply and exhaust fans with variable frequency drives (VFD).

D. A separate, redundant Heating, Ventilation, and Air Conditioning (HVAC) system shall be used to cool MDF/IDF/MPOE rooms. Two ductless split systems (one backup) shall be provided for the room. The HVAC system should be able to maintain an ambient room temperature of 68-degrees to 75-degree Fahrenheit and not to exceed a maximum temperature of 85-degrees Fahrenheit. DOIT WAN Team will provide additional equipment heat outputs so appropriate HVAC system can be specified. The optimal relative humidity level should be between 40% to 60% and not exceed a maximum relative humidity of 70%.

E. The Mechanical and Electrical spaces will be provided with thermostatically controlled, split system heat pumps.

F. Air distribution will be configured for VRF fan coils with heat recovery operation. Room temperature sensors are DDC and are connected to the BMS.

G. HVAC zoning requirements:

1. Provide temperature control zones of the air-distribution system to compensate for the differing heating and cooling load requirements, similar as shown in below sketch.

2. Separate temperature control zones shall be provided for perimeter and interior spaces.

3. Dedicated temperature control zones shall be provided for:

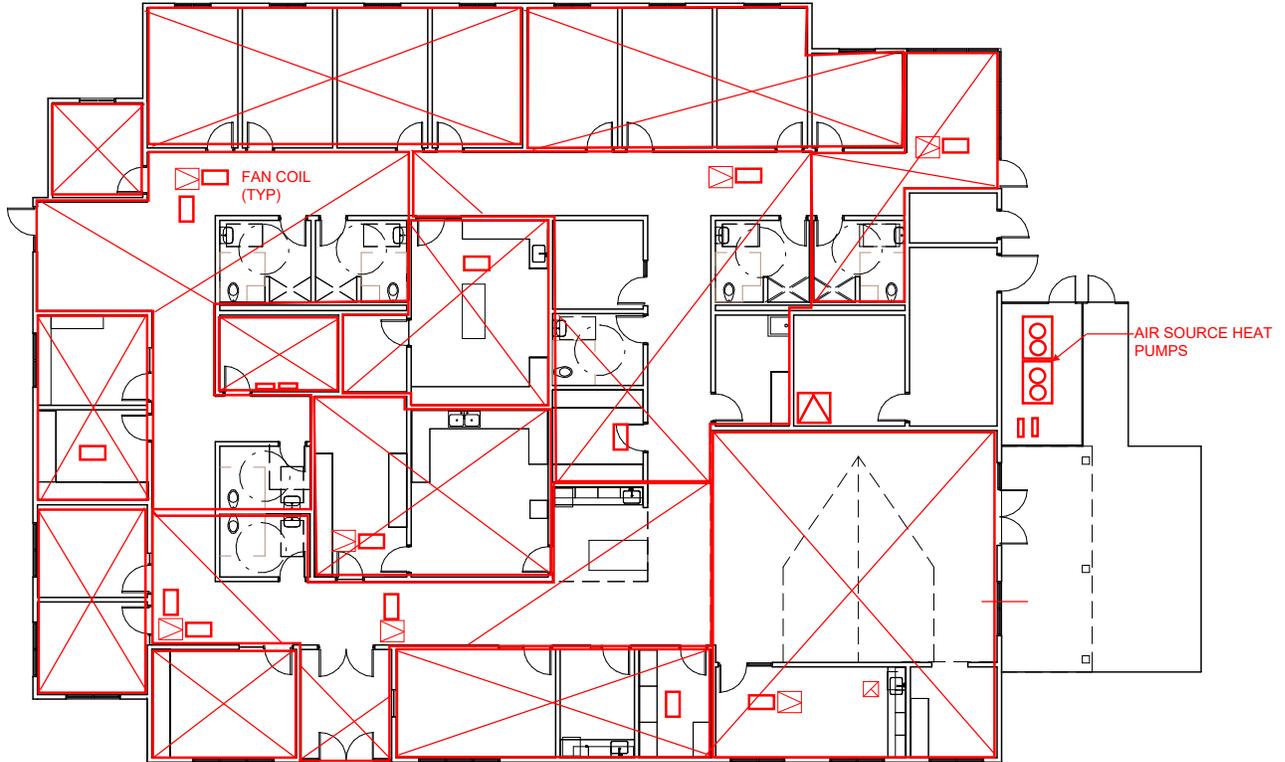
- a) Perimeter corner offices or work area, conference rooms, lobby reception.
- b) Interior conference rooms, IT, electrical rooms.
- c) Perimeter rooms of the same orientation, of similar size and functions can be grouped in a single temperature control zone.

~~Assume each temperature control zone would serve 4 interior rooms~~

d) Interior rooms of similar size and functions can be grouped in a single temperature control zone. Typical zoning strategy applies for interior workstation areas and support spaces. Assume each temperature control zone would serve 4 interior rooms.

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TYPICAL HVAC ZONING PLAN



H. System Configuration Considerations

1. Outside air intakes will be located 10 feet from building exhaust. Outside air shall be provided through louvers located in the dormers of the roof and be ducted to the DOAS unit.
2. Exhaust from toilet/support areas will be ducted and discharged to exterior of building at the roof level or through wall louvers located at the back of the building.
3. Air distribution outlets and inlets shall be coordinated with the architectural reflected ceiling plan.
4. The DOAS system shall utilize heat recovery and shall utilize the exhaust from the following rooms:

DOAS EXHAUST		
ROOM NAME	SQUARE FEET	CFM
TLT/Shower	90	100
Restroom	80	90
Restroom	70	80
Staff TLT	70	80
HSKP	100	100
Kitchenette	100	90
TOTAL		840 cfm

5. The following rooms are not required to run their exhaust through the DOAS, and can be combined together:

COMBINED EXHAUST		
ROOM NAME	SQUARE FEET	CFM
Dining Area	330	100
Living Room	482	100
Med Room	99	100
TOTAL		300 cfm

6. The following rooms shall have their own individual exhaust fans:

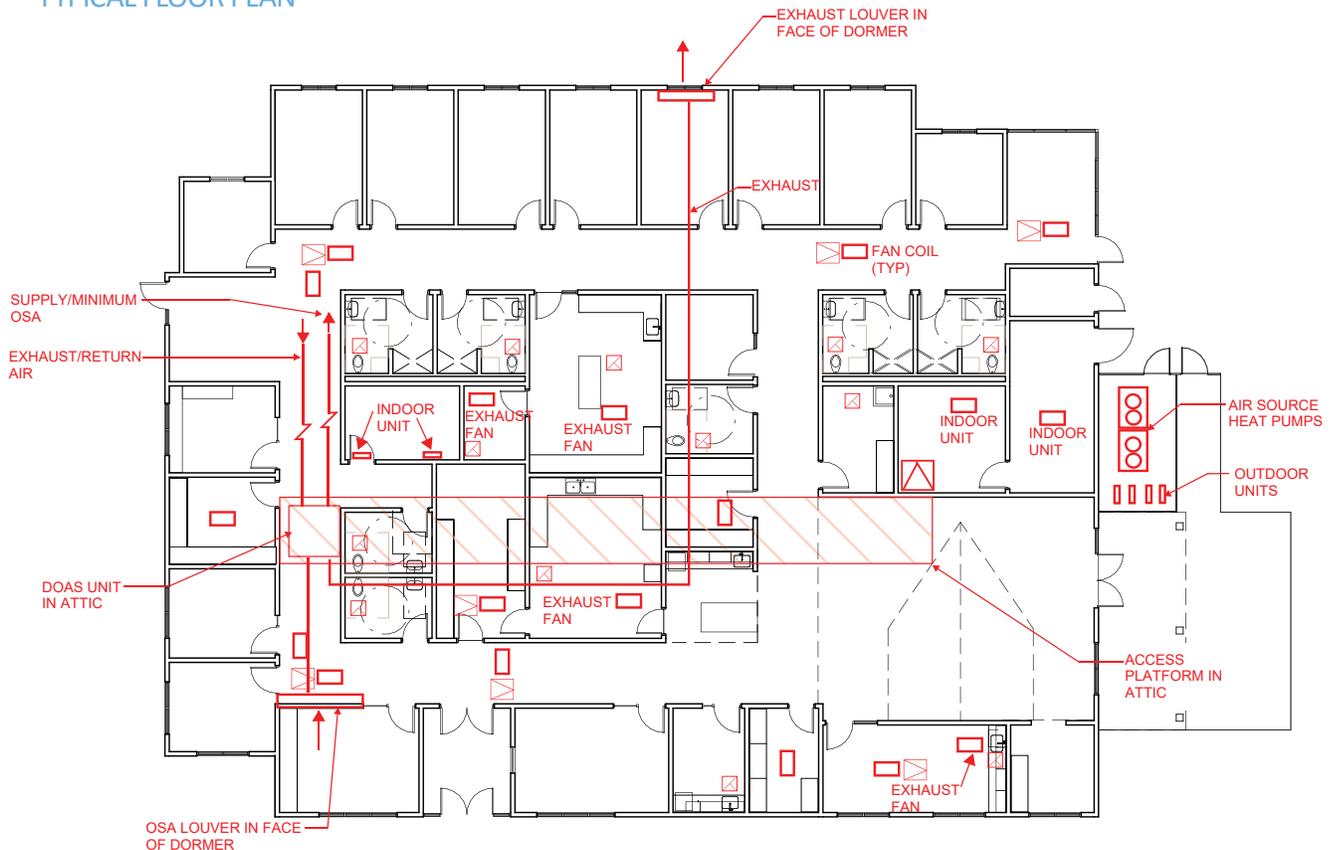
INDIVIDUAL EXHAUST		
ROOM NAME	SQUARE FEET	CFM
BIO Haz	60	120
Kitchen/Pantry	484	150
Laundry	311	150
Art Room	212	100

7. The following rooms shall have their own individual split system heat pumps:

INDIVIDUAL SPLIT SYSTEMS		
ROOM NAME	SQUARE FEET	Tons
Data Closet	112	3
Mechanical	123	2
Electrical	147	2

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TYPICAL FLOOR PLAN



I. Emergency Power

1. No emergency power is required.

J. Vibration Isolation

1. All motor operated equipment shall be provided with vibration isolation mounting to prevent the transmission of vibration or noise to the building.
2. Piping connecting to motor operated equipment shall be provided with vibration isolation hangers for a distance to be determined by the design engineer.
3. Limit noise transmission of HVAC equipment with acoustic flexible ducts, internal duct lining, or sound attenuators to achieve noise levels in Table on previous page 69.

K. Ductwork

1. General service supply and exhaust ductwork shall be galvanized steel. Flexible connections will be provided at fan powered components. Runouts to diffusers will be made from flexible ducts using conical bell mouth type, spin-in fittings.
2. Supply and exhaust ducts will be constructed to SMACNA 2" pressure class.
3. Flexible Ducts: Pre-insulated acoustical flex with vapor barrier used for diffuser connection only. Flexible ducts will not be permitted on exhaust systems.
4. Return air diffusers will be provided with acoustic boots to minimize voice transmission between offices.
5. Fire Smoke Dampers will be same material of construction as ductwork.
6. Insulation for ductwork: Concealed supply and return ducts: R-8, 2" thick fiberglass blanket duct wrap.
7. Exposed supply ducts: 2" thick rigid board fiberglass insulation with canvas wrap or double wall insulated ductwork.
8. Exhaust ducts: Not insulated except for acoustical liner where required. Acoustical liner shall not be provided on wet exhaust systems. If acoustical treatment is recommended by the acoustical consultant, acoustical duct wrap or other encasement shall be provided to not subject acoustical treatment to the air stream.
9. Outdoor supply and return ductwork and ductwork subject to damage will be double wall construction.

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L. Building Automation System

- ~~1. An Alerton BACnet direct digital control (DDC) system will be provided for the control of all HVAC components. The building will have its own network controller and operator workstation. The system will be capable of optimal start/stop, time and holiday scheduling, and after-hours override. Each zoned area is to be individually controlled through tamper proof temperature sensors located within each zone. The BACnet control system will meter building power, and domestic water consumption.~~
 - ~~2. A JACE 9000 controller will interface and communicate between the BACnet DDC system and the VRF equipment panels (Daikin i Touch Manager), the DOAS/ERV unit(s), split systems, and exhaust fans.~~
 - ~~3. The DDC system will incorporate monitoring and control points necessary for scheduling and control. The DDC system will be accessible remotely through a web interface. The building will be added to the Contra Costa County central BMS system.~~
1. All equipment shall be controlled with local HVAC electric controls and not be connected to a building wide BMS/DDC system or to the County's central BMS system.
 2. All thermostats and temperature sensors shall be located in tamper-proof, secured enclosures, accessible only by staff.

M. Testing, Adjusting and Balancing:

1. Provide an AABC certified independent testing and balancing contractor (as a sub-contractor to the HVAC contractor) to balance all air systems to the required quantities and to verify the capacity and operating conditions of each piece of equipment.

N. Seismic Restraints

1. Provide seismic restraints for conduit, piping, and ductwork are in accordance with seismic restraint systems as designed by the structural engineer.
2. Where structural details for hangers, pipe racks, or other bracing or anchorage conditions are not available and if no pre-approved detail exists, the contractor is required to furnish engineered design and details (stamped and signed) for approval.

SECTION 013100

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 SUMMARY

1.1.1 This section describes requirements for job site administration, including:

- 1.1.1.1 County's Project Manager
- 1.1.1.2 Design Builder's Project Management Team
- 1.1.1.3 Web-Based Project Management Software

1.1.2 Related Sections.

- 1.1.2.1 Section 011110 and 011114 (Summary of Work)
- 1.1.2.2 Section 013216 (Schedules and Reports)
- 1.1.2.3 Section 013000 (Submittal Procedures)
- 1.1.2.4 Section 017839 (Project Record Documents)
- 1.1.2.5 Section 017900 (Demonstration and Training)

1.2 COUNTY'S MANAGEMENT TEAM

1.2.1 The County has designated a Project / Construction Manager to represent County in carrying out the duties of County. The County may delegate all or a portion of the Project Manager's duties to a Construction Manager or other County Representative, which shall then perform all or a portion of the Project Manager's duties specified herein.

1.2.2 Functions of the Project Manager include, but are not limited to, the following:

- 1.2.2.1 The Project / Construction Manager functions as the primary County Representative, communicating with the Design Builder in all matters concerning the Contract, including monitoring the Design Builder's performance in all respects to ascertain that the Work is performed in accordance with all the requirements of the Contract.
- 1.2.2.2 The Project / Construction Manager is the focal point of contact with the Design Builder regarding clarification of discrepancies and resolution of questions of fact that arise during performance of the Work under the Contract. The Project Manager also performs this role with regard to all agency and utility construction interfaces with the Work under this Contract.
- 1.2.2.3 The Design Builder is required by the Contract to provide formal notice of any and all potential claims arising during the performance of the Work. The Project / Construction Manager will administer the processing and resolution of any such claims in accordance with the requirements of the Contract.
- 1.2.2.4 All contractual correspondence, including submittals, shall be directed and processed through the Project / Construction Manager unless otherwise specifically directed in the Contract. Any required or requested interface between the Design Builder and County, the Project Manager, User Groups,

County Consultants, or any other representative of County, will be coordinated by the Project / Construction Manager.

1.3 DESIGN BUILDER'S PROJECT MANAGEMENT TEAM

- 1.3.1 The Design Builder shall staff the Project with a management team qualified and experienced in construction of a public works project of this value, nature and complexity. This team shall possess the competency, skills and authority specified in the General Conditions.
 - 1.3.1.1 The Design Builder shall submit to County, prior to Notice to Proceed, the names, detailed project experience, references, and proposed project position for each team member. Team members shall have appropriate experience in the proposed position.
 - 1.3.1.2 The Contractor shall not replace members of the Contractor's management team without prior written approval of the County. If, during the course of the Project, the Design Builder finds it necessary to replace a member of the Project Management Team, the name, qualifications, and experience of the proposed replacement shall be similar to or greater than those of the departed member and shall be submitted to County for approval.
- 1.3.2 The Project Management Team shall be composed of members with the necessary skills and be sufficient in number to handle all duties normal to a project of this scale and complexity. Special attention shall be given to the responsibilities for safety, coordination, estimating and scheduling.
- 1.3.3 The Design Builder shall provide an adequately sized staff to properly manage the Project in accordance with the Project schedule.

1.4 WEB-BASED PROJECT MANAGEMENT SOFTWARE

- 1.4.1 General Project Management Software Objectives
 - 1.4.1.1 The Design Builder shall provide and implement project management software for the Design Builder's Project Management Team, the County's Project Manager, Health Services Office and any designated consultants, to utilize in tracking and managing the Project. ~~The Design Builder is to propose a project management software for County acceptance. The Design-Builder shall utilize the County's standard project-management software, KAHUA, for all project documentation, communication, and reporting. Should the Design-Builder elect to use its own internal project-management software other than KAHUA, the Design-Builder shall be solely responsible for ensuring that all project data are accurately and fully transferred into KAHUA at no additional cost to the County.~~ AD-3
 - 1.4.1.2 Use of this project management software will not replace or change any contractual responsibilities of the construction team members.
 - 1.4.1.3 Each Project team member of the Design Builder: Superintendent(s), Project Engineer(s), Scheduler, and Project Manager, etc. shall have access to the Internet and an Internet e-mail address in order to communicate with various project team members.
- 1.4.2 Software and Hardware Requirements

- 1.4.2.1 The Design Builder is required to provide at both the field office and home office location from where this project is managed computer hardware and software that meet the requirements of the project management software. The Design Builder is required to purchase the project management software and full access thereto. The Design Builder will provide the County with eight (8) user licenses to use the project management software for the duration of the project including the warranty period.
 - 1.4.2.2 The Design Builder shall provide the County with project management software training (if required) for up to eight (8) staff members. The anticipated training will take place prior to Notice to Proceed and will be held in a location acceptable to the County.
 - 1.4.2.3 The Design Builder will notify the County of the administrator or other authorized representative for this project management software for this Project.
 - 1.4.2.4 The Design Builder shall provide Internet access to the County representative and Health Services Office through an Internet service provider of its choice and at Design Builder's cost.
- 1.4.3 System Management and Use
- 1.4.3.1 The Design Builder's Project Manager or Representative will administer the project management software user account. This person will be available to assist the County with technical support required from the project management software company, e.g. addition of users to the system, technical issues.
 - 1.4.3.2 All costs associated with using this system, including computer hardware and internet service for the Design Builder, is the responsibility of the Design Builder.
 - 1.4.3.3 The County encourages the Design Builder to utilize the project management software for communicating with its Subconsultants and Subcontractors. The Design Builder shall inform all Subconsultants and Subcontractors of the purpose of the project management system and how it can assist them in obtaining information for the project.
- 1.4.4 Communication Process
- 1.4.4.1 The County Representative will outline and detail project communication protocols and coordination procedures at the initial Project Team meeting.
 - 1.4.4.2 Most Project communication will take place through email or in the project management system by creating and distributing documents directly within the system, or by entering manually in the system dates and descriptions of items to track over time. All documents requiring formal signatures will be printed, and their hard copies signed and distributed.
 - 1.4.4.3 The official submittal log will be maintained within the project management system. The Design Builder will use the project management transmittal format for each submittal transmittal; however, the Design Builder will distribute samples, shop drawings, etc. in the traditional manner, outside the system. The project management system will be used to track and expedite processing of these items.
 - 1.4.4.4 Design Builder will be required to maintain all current drawings within the project management system. The Design Builder will be able to control

administration of the drawings, which includes but is not limited to: the ability to create a custom folder structure; folder-level permissions; auto-notifications for certain events (e.g., delete, check out) using the project management messaging system and the user's email address; auto-detection and uploading of a drawing's reference files; detailed history for a document, including revisions and access logs; check-in and check-out capabilities; view and markup.

1.4.4.5 Design Builder will be required to utilize modules including but not limited to: daily reports; meeting minutes; punch lists; requests for information (RFI); submittals; substitution requests; change items; cost events; and owner change order within the project management system. Design Builder is required to use a digital camera in order to photograph or video-document existing conditions and job progress and upload the associated images taken on a weekly basis to the project management internet site. Each daily report required under Section 013216 (Schedules and Reports) should be accompanied by daily progress photos. Costs for digital imaging equipment and file storage is the responsibility of the Design Builder.

1.4.5 Archiving

The Design Builder will provide, at its cost and expense, backups (on USB drives or otherwise) of documents in the project management software to the County on a quarterly basis. In the event of any dispute as to which items are the true and correct project records, items contained on the backups will control.

PRODUCTS - Not used.

EXECUTION - Not used.

END OF SECTION

SECTION 012100

ALLOWANCES

PART 1 - GENERAL

1.1 SUMMARY

1.1.1 All Allowances stated in the Contract Documents shall be added to the total Contract Sum. Items covered by Allowances shall be supplied for such amounts and by such persons or firms as County Representative may direct. Each allowance is for a lump sum. The allowances are for:

1.1.1.1 Owner Scope Contingency - \$ 222,000.00

1.1.1.2 Abandoned Septic System Removal - \$5,000.00

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1.1.2 Related Sections include the following:

Section 012600 (Contract Modification Procedures) for procedures for submitting and handling Change Orders for Allowances

1.2 PRICING OF ALLOWANCE ITEMS

1.2.1 Pricing of Allowance items shall be the sum of labor costs, material costs, equipment rental costs, specialist costs, delivery, installation, and all other direct and actual costs plus overhead and profit as allowed in Section 012600 (Contract Modification Procedures). This limit applies for all Allowance items. However, in lieu of the requirements of paragraph 1.3.2.4 of Section 012600, the Design Builder will provide three (3) competitive bids for the work performed by Subcontractors. Design Builder shall receive a five percent (5%) markup on Subcontractor's total costs. Design Builder shall not include, or be permitted to recover, as part of any Allowance other costs arising out of or connected with the performance of the Allowance Work.

1.3 SCHEDULE OF ALLOWANCES

1.3.1 Allowance 1: (Owner) Scope Contingency - This allowance shall cover costs for changes to the project scope as determined by the County.

1.3.2 Allowance 2: Abandoned Septic System Removal –This allowance includes all costs associated with removing the abandoned on-site septic system. It shall be utilized only if conditions are encountered during construction that require remediation or removal of the existing system.

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PART 2 - PRODUCTS - Not used.

PART 3 - EXECUTION – Not used.

END OF SECTION