CITY OF MONTEBELLO
CALL AND NOTICE OF A SPECIAL CITY COUNCIL AND PUBLIC FINANCING AUTHORITY MEETING AGENDA

THURSDAY, NOVEMBER 10, 2022 AT 5:00 PM

CITY HALL COUNCIL CHAMBERS
1600 WEST BEVERLY BOULEVARD
MONTEBELLO, CALIFORNIA

NOTICE IS HEREBY GIVEN that a Joint Special Meeting for the City of Montebello City Council and Public Financing Authority (PFA) is hereby called to be held on **Thursday, November 10, 2022 at 5:00 p.m. at City Hall, Council Chambers, located at 1600 West Beverly Boulevard, Montebello, CA 90640**. The meeting will also be live streamed and can be watched on the City's website at: https://cityofmontebello.hosted2.civiclive.com/government/live_streaming, and may also be viewed on Spectrum Public Access Channel 3 for all Spectrum cable subscribers.

COVID-19 NOTICE: The City Council rescinded the Declaration of the Local Emergency and the continuation of teleconferencing open meetings pursuant to AB 361 by adopting Resolution No. 22-21 on Wednesday, April 13, 2022. This City Council/PAF Meeting will be held in person and will meet at **City Hall – City Council Chambers, 1600 West Beverly Boulevard, Montebello, California.**

AMERICANS WITH DISABILITIES ACT: In compliance with the Americans with Disabilities Act (ADA) any person with a disability who requires special accommodations in order to participate in a meeting should contact the Administration Office at (323) 887-1437 Monday-Thursday from 7:30 a.m.-5:30 p.m. Please call 48 hours prior to the meeting to ensure that reasonable arrangements can be made to provide accessibility to this meeting (28 CFR 35.102-35.104 ADA Title II 1203). If you require translation services, please contact the City Clerk's office 48 hours before this meeting. **Si necesita servicios de traducción, comuníquese con la Oficina del Secretario Municipal 72 horas antes de esta reunión.** 如果您需要翻译服务，请在会议前 **72** 小时联系市书记员办公室

RULES OF DECORUM:
As Established by Ordinance 2443, adopted on October 27, 2021: Signs, placards, banners, horns, noise-making devices, or other similar items shall not be permitted in the audience during a Public Meeting if the presence of such item disturbs, disrupts or otherwise impedes the orderly conduct of the meeting. All persons attending a public meeting shall remain seated in the seats provided, unless addressing the body at the podium or entering or leaving the meeting. No member of the audience shall willfully interrupt the orderly conduct at the meeting, including clapping or otherwise speaking from their seats. The presiding officer shall direct the removal of any individual whose willful interruption renders infeasible the orderly conduct of the meeting. In the event the removal of the individual or individuals willfully interrupting the meeting does not restore order, the presiding officer may order the meeting room cleared and continue in session. Speakers shall not engage in willful conduct which interrupts the meeting or interferes with the orderly conduct of the meeting. Any person who becomes boisterous while addressing the Council/PFA or who otherwise disrupts the orderly conduct of the Council/PFA's business shall be subject to removal from the Chambers after being admonished by the presiding officer.

PUBLIC COMMENTS:
In-Person: For those interested in participating during the Public Comment period(s) or public testimony period for Public Hearings of the City Council/PFA meeting, you may address the City Council/PFA ***in person the day of the meeting.*** Speakers will be required to fill out a speaker card provided at the door and turn it into the Deputy City Clerk prior to each

Public Comment announcement period. Staff will number and call each speaker card in the order received. Closed Session begins at 5:00 p.m. and Regular Session begins immediately following Closed Session.

Via Email: The public may also submit emailed comments via the City's email address: ccpubliccomment@cityofmontebello.com, up until the day of the meeting,**Thursday, November 10, 2022 by 3:00 p.m.** These comments will be submitted to all members of the City Council/PFA and may not be read aloud but will be entered into the record of the proceedings to the extent they relate to matters listed on the posted agenda. Any requests to provide public comment which is submitted after the deadlines indicated above will not be submitted to the City Council/PFA.

AGENDA MATERIALS: The agenda/agenda packet are available for public inspection at the City's website at: https://cityofmontebello.hosted2.civiclive.com/departments/administration/city_clerks_office/agendas__minutes__and_videos. The agenda cover sheets may also be emailed upon request.

IN CONSIDERATION OF OTHERS, PLEASE TURN OFF, OR MUTE, ALL CELL PHONES AND PAGERS.
THANK YOU FOR YOUR COOPERATION.

OPENING CEREMONIES

CALL TO ORDER

ROLL CALL

PUBLIC COMMENTS ON AGENDA ITEMS ONLY (30 MINUTES)

At this time, the general public may ***only*** address the City Council/PFA during this Special Meeting on items which have been described in the notice of this Special meeting in accordance with Government Code Section 54954.3(a). Please be aware that the maximum time allotted for members of the public to speak on shall not exceed three (3) minutes per person. State Law prohibits the City Council/PAF from taking action or entertaining extended discussion on a topic not listed on the agenda. Please show courtesy to others and direct all of your comments to the Mayor/Chairperson and Board Members.

CLOSED SESSION 5:00 P.M.

The City Attorney shall provide a briefing on the item listed for Closed Session as follows:

1. **CONFERENCE WITH REAL PROPERTY NEGOTIATORS**
   Government Code Section 54956.8
   Property: 901 Via San Clemente, Montebello CA
   Agency's Negotiator: René Bobadilla, City Manager
   Negotiating Party: Topgolf, Quiet Cannon Management, Inc., and Affiliated Entities
   Under Negotiation: Price and Terms

REGULAR SESSION – IMMEDIATELY FOLLOWING CLOSED SESSION

CLOSED SESSION REPORT

CORRECTIONS TO THE AGENDA CITY MANAGER

STAFF COMMUNICATIONS ON ITEMS OF COMMUNITY INTEREST

CONSENT CALENDAR

All matters listed under the Consent Calendar are considered to be routine. Any items a Councilmember/Board Member

wishes to discuss should be designated at this time. All other items may be approved in a single motion. Such approval will also waive the reading of any ordinance.

2. **ADOPT RESOLUTION NO. 22-84 APPROVING PLANS AND SPECIFICATIONS FOR THE MONTEBELLO DRIVING RANGE PROJECT – TOPGOLF MONTEBELLO; APPROVING A CONTRACT WITH MCCARTHY BUILDING COMPANIES FOR CONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES FOR THE MONTEBELLO DRIVING RANGE PROJECT – TOPGOLF MONTEBELLO, AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH**

RECOMMENDATION: It is recommended that the City Council and Public Financing Authority:

1. Approve final plans and specifications for the Montebello Driving Range Project – Topgolf Montebello ("Project") prepared by Aria Group Architects, Inc.; and
2. Approve the waiver of competitive bidding and find that McCarthy Building Companies is the only available and qualified contractor to provide the professional and construction services required to develop the Project; and
3. Approve and award a Guaranteed Maximum Price (GMP) Construction Contract to McCarthy Building Companies for construction and construction management services for the Project; and
4. Approve a Notice of Exemption under the California Environmental Quality Act (CEQA) for the subject project and authorize the City Clerk to file the Notice of Exemption with the Los Angeles County Registrar-Recorder; and
5. Authorize the City Manager to make necessary non-monetary changes to the Construction Contract within the Guaranteed Maximum Price (not-to-exceed the net proceeds of the bonds) before execution; and
6. Authorize the City Manager to execute the Construction Contract in a form approved by the City Attorney; and
7. Take any other additional actions necessary.

3. **AWARD OF CONSTRUCTION CONTRACT - MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT PHASE 2 (CP NO. 894-2)**

RECOMMENDATION: It is recommended that the City Council and Public Financing Authority:

1. Award a construction contract for the Montebello Municipal Golf Course Renovation Project Phase 2 (CP No. 894-2) in the amount of $9,664,658 to American Landscape, Inc.; and
2. Authorize the Director of Public Works to review and approve change orders within a five percent (5%) contingency of the contract amount; and
3. Authorize the City Manager to execute the Contract Agreement on behalf of the City; and
4. Approve the updated Total Project Budget (Attachment A); and
5. Approve the Notice of Exemption (Attachment D) for the subject project and authorize the City Clerk to file the Notice of Exemption with Los Angeles Registrar-Recorder; and
6. Take such additional, related, action that may be desirable.

4. **REPORT OF EMERGENCY WATER SYSTEM REPAIRS**

RECOMMENDATION: It is recommended that the City Council and Public Financing Authority:

1. Receive and file the City Manager's report of two emergency repairs to the City's Water System pursuant to Montebello Municipal Code Section 3.20.140 and Public Contracts Code Section 22035; and
2. Determine and find that the Water System repairs are required to prevent a catastrophic failure of a portion of the system affecting the domestic and fire suppression water supply to numerous commercial and residential customers; and
3. By a four-fifths vote of the City Council authorize the dispensing of a formal bidding procedure for the Water System repairs, in accordance with California Public Contract Code Section 22035 and Montebello Municipal Code Chapter 3.20.140; and

4. Authorize the City Manager to finalize a standard construction agreement with Mike Bubalo Construction Co. for the replacement of the fire suppression service for the Quiet Cannon and Hilton Garden Inn at an estimated total cost of $400,000; and
5. Authorize the City Manager to increase the Fiscal Year 2022-23 Purchase Order for San Gabriel Valley Water Company for Agreement No. 2883 in the amount of $125,000 for the replacement of a failing pressure reducing valve located at 2323 Via Campo; and
6. Amend the Fiscal Year 2022-23 budget by increasing appropriations by $525,000 in Account No. 605-99-6040.55 (Water Fund, Contract Services – Water System Maintenance) for the emergency repairs; and
7. Take such additional, related, action that may be desirable.

ADJOURNMENT

The City of Montebello will adjourn to the next **Regular Meeting on November 16, 2022 at 5:00 p.m.** which can be live streamed at https://www.montebelloca.gov/government/live_streaming (Click on Live Stream).

Date and Posted: November 9, 2022

I, Alicia Fernandez, Sr. Deputy City Clerk for the City of Montebello hereby certify that a copy of this agenda has been posted on or before **Wednesday, November 9, 2022 no later than 5:00 p.m.**

Alicia Fernandez, Sr. Deputy City Clerk

ITEM # 2

CITY OF MONTEBELLO
SPECIAL CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager
Arnold Alvarez-Glasman, City Attorney

BY: Arnold Glasman, City Attorney

SUBJECT: **ADOPT RESOLUTION NO. 22-84 APPROVING PLANS AND SPECIFICATIONS FOR THE MONTEBELLO DRIVING RANGE PROJECT – TOPGOLF MONTEBELLO; APPROVING A CONTRACT WITH MCCARTHY BUILDING COMPANIES FOR CONSTRUCTION AND CONSTRUCTION MANAGEMENT SERVICES FOR THE MONTEBELLO DRIVING RANGE PROJECT – TOPGOLF MONTEBELLO, AND MAKING CERTAIN FINDINGS IN CONNECTION THEREWITH**

DATE: November 10, 2022

RECOMMENDATION(S):

It is recommended that the City Council and Public Financing Authority:

1. Approve final plans and specifications for the Montebello Driving Range Project – Topgolf Montebello ("Project") prepared by Aria Group Architects, Inc.; and
2. Approve the waiver of competitive bidding and find that McCarthy Building Companies is the only available and qualified contractor to provide the professional and construction services required to develop the Project; and
3. Approve and award a Guaranteed Maximum Price (GMP) Construction Contract to McCarthy Building Companies for construction and construction management services for the Project; and
4. Approve a Notice of Exemption under the California Environmental Quality Act (CEQA) for the subject project and authorize the City Clerk to file the Notice of Exemption with the Los Angeles County Registrar-Recorder; and

5. Authorize the City Manager to make necessary non-monetary changes to the Construction Contract within the Guaranteed Maximum Price (not-to-exceed the net proceeds of the bonds) before execution; and
6. Authorize the City Manager to execute the Construction Contract in a form approved by the City Attorney; and
7. Take any other additional actions necessary.

FISCAL IMPACT:

During its meeting on September 28, 2022, the City Council and Montebello Public Financing Authority held a public hearing and approved issuance and delivery of the Series 2022B Lease Revenue Bonds ("2022B Bonds"). The proceeds of the 2022B Bonds will be used to finance construction of the Montebello Driving Range Project – which will be known as Topgolf Montebello. The Project will be operated by a local subsidiary of Topgolf under a long-term lease agreement with the City that was also approved by the City Council on September 28, 2022. Topgolf will pay for all project costs, including debt service on the 2022B Bonds (i.e., improvement rent), plus the fair market value of the project space, through annual rent payments (i.e., base rent) to the City.

Once bonds are issued, proceeds will be used to reimburse design and construction costs for this project. Staff will return at a future City Council meeting to appropriate necessary funds in a Driving Range Project/Topgolf Montebello capital fund. No budget amendment is necessary at this time.

BACKGROUND:

Extensive detail and background on the City's efforts to address long-standing operating deficits and capital improvement needs of the Golf Course was provided in the staff report that accompanied the issuance of the 2022B Bonds on September 28, 2022; and there is no need to reiterate the full history. The City's efforts in this regard culminated on September 28, 2022, with the City Council and Public Financing Authority approving issuance of the 2022B Bonds to finance the Project, as well as a sublease agreement with Topgolf to operate the Project.

ENVIRONMENTAL IMPACT:

The reasonably foreseeable environmental impacts of the Project have been analyzed pursuant to the requirements of the California Environmental Quality Act ("CEQA") by way of that certain "Initial Study and Mitigated Negative Declaration for the Montebello Golf Couse Driving Range Relocation Project," dated December 12, 2019 (the "MND"). The MND concluded that, with mitigation, the Project would not result in any significant negative impacts to the environment, and the MND was approved by way of City of Montebello Planning Commission Resolution No. 6-22 in the manner required by CEQA, and a notice of determination was timely posted and published in the manner required by law. This action does not result in any new environmental impacts not previously studied and analyzed in is action to implement the project so studied.

ANALYSIS:

Topgolf Montebello will be a 66,000 square foot Topgolf-branded commercial driving range and entertainment venue which is expected to include a full-service restaurant, event space, and other associated amenities. The Project will include, among other things: a three (3)-story driving range complex/structure with approximately 102 hitting bays; restaurant and entertainment amenities; outdoor seating/patio areas; a parking lot; a miniature golf course; and common facilities, including a public road that provides access from Via San Clemente, on approximately 15 acres.

Groundbreaking for the Project is scheduled for early November 2022, and the current construction schedule for the Project is as follows:

Activity	**Milestone Date**
Groundbreaking	11/14/2022
City Utility Extension Completion	12/23/2022
City Common Drive Completion	8/25/2023
Substantial Completion	11/20/2023
Grand Opening	12/29/2023

The goal is for this Project to open approximately at the same time as the Golf Course Renovation Project, funding for which was approved at the September 14, 2022 City Council meeting.

The design and specifications for the Project have been prepared in close collaboration with Topgolf and meet the approval of the City Engineer.

Design Criteria
The new building is designed as a state-of-the-art golf, entertainment, and social gathering place that combines an exciting gaming experience with an upscale dining atmosphere. Topgolf provides a positive atmosphere where both family and friends can relax in an environment that is redefining sports and elevating entertainment.

The new building is a three-story, 66,000 square foot facility with 102 hitting bays and various retail, dining/bar, event/meeting spaces as well as kitchen and other operational and office spaces. The building's overall aesthetic is modern with intersecting planes of building elements and welcomes guests with a carved-out entry volume. This entry is also the bold color against a simplistic color palette so patrons can easily find their way inside.

Building Envelope and Material Selection
The building will consist of a structural steel frame, concrete floor slabs, and metal stud wall framing with various exterior wall finishes. The exterior palate is composed of a

metal composite material panel (MCM), exterior insulation finish system (EIFS), and Knotwood aluminum cladding. Within the field of EIFS, a contrasting horizontal EIFS strip is used as well as an argyle pattern to create additional interest within the overall building design. The first 14 vertical feet of the side of the building is clad with vertical aluminum cladding (Knotwood) to create a pedestrian scale for the three-story structure. Large spans of tinted glass express the building's function and allow views throughout the facility.

The outdoor patio provides patrons with a variety of seating along with additional landscape. The patio design includes a vast planting area to create a parklike setting against the building edge to soften the architecture as well as to help buffer sound with larger trees.

Each of the 102 temperature-controlled hitting bays includes two flat-screen TVs, a digital gaming panel, a dining table with chairs/sofas, golf clubs and a golf bag holder, a hitting mat, and a golf ball dispenser. Due to the nature of the golfing concept, one side of the facility is open-faced, allowing guests to hit golf balls into the outdoor outfield. Due to the open face of the facility and the elevated hitting areas, the building design includes safety netting meeting the standard for elevated helicopter platforms as determined by the United States Department of Transportation (USDOT) and the Federal Aviation Administration (FAA).

The roofing system is a white single-ply membrane specified to meet the Heat Island Reduction requirements. The roof and wall insulation specified exceeds the baseline/minimum code requirements. Exterior glazing efficiency and daylighting is optimized by selecting glass and frame assemblies to provide enhanced thermal and solar control. This provides an overall low U-value, solar heat gain (SHGC), and high visible light transmittance (VLT). Exterior glazing systems specified have thermally broken frame assemblies with insulated, low-E coating and tinted glass. Glazing located under the 20-foot plus Hitting Bay overhang is insulated, low-E coated clear glass. Exterior windows located in the Hitting Bay exterior walls (exterior exposed on both sides) have tinted glass.

Design Attributes
The building incorporates many features to support sustainability goals. Materials such as (but limited to):

- High reflectance white roofing membrane to reduce solar heat gain.
- Insulated, Low-E, and tinted glass to reduce energy use.
- No VOC (Volatile Organic Compounds) paints to improve air quality.
- Tile – Restroom Floors - 20% Pre-consumer recycled content
- ile – Restroom Walls – 35% Pre-consumer recycled content
- Tile – Main Bar die wall – 35.5% Pre-consumer recycled content
- Carpet – All Locations – 72% recycled content
- Ceiling Tile – Offices – 35% recycled content
- Ceiling Tile – Kitchen – 23% recycled content

- Woodwork/Trim – American Walnut – Reclaimed lumber 100% recycled
- Vinyl Tile Back-of-House – 18% Pre-consumer recycled content
- Plastic Laminate – Office Counters – 30% Post-consumer recycled content

Proposed Contractor – McCarthy Building Companies
Because the Driving Range Project will be operated by Topgolf, it will be designed and operated as a prototypical Topgolf venue and must meet its proprietary standards and specifications.

As is clear from its description above, the Project is complex and multi-faceted from a construction standpoint, as it implicates a variety of design and construction-related disciplines. There are also very few competitors in this market sector, meaning few design professionals or general contractors have experience developing like-facilities. As an example, there are currently more than seventy (70) Topgolf venues operating in the United States, and more than sixty-five (65) of them were designed and constructed by ARCO/Murray Design Build ("ARCO / Murray"), with McCarthy having recently developed and designed the Topgolf facility in El Segundo. Based on representations provided by Topgolf, the facilities designed or developed by other contractors (i.e., not ARCO / Murray nor McCarthy) all experienced cost overruns, scheduling delays, or quality control issues resulting from the lack of experience on similar projects.

Given the significance of the Project to the success of the Golf Course Rehabilitation Project, the City's two hotels, and the Project's unique design / construction challenges, staff recommends the City Council waive competitive bidding and award the contract to a qualified contractor with demonstrated success on similar projects. As explained in the attached legal opinion, this Project presents one of the unique circumstances in which competitive bidding would not work to advance the public interest, and the quality and nature of services required more closely resemble professional services than typical construction work. (Attachment C).

The City Council made a similar determination when it adopted Resolution No. 21-94 on November 10, 2021, finding that, based on its significant experience designing and developing nearly all Topgolf venues in the domestic Unites States, awarding a contract to ARCO / Murray was appropriate. Since that time, however, ARCO / Murray has advised the City that it is not available to proceed with constructing the Project. With Topgolf's consent, ARCO / Murray proposed to assign the completed plans and specifications to McCarthy Building Companies of Newport Beach, which would proceed with providing construction and construction management services for the Project.

McCarthy Building Companies was established in 1864 and is one of the largest and most active contractors in the United States with 17 regional offices, and with clear demonstrated professional and financial capacity to complete the Project. After ARCO / Murray, McCarthy is also the next most experienced contractor in the United States on Topgolf venues, and in recent months completed construction of Topgolf's new location in the City of El Segundo. This project was completed on-time, within budget, and shares many similarities with Montebello's Driving Range Project including market region, size, building type, and close proximity to an operating golf course.

Based on these facts and circumstances, staff believes that awarding a contract to McCarthy for development of the Project is consistent with applicable law and in the best interests of the City. A resolution setting forth the applicable facts and circumstances of the award, and approving the proposed Construction Contract with McCarthy, is attached for the City Council's consideration.

Next Steps
If the City Council approves the recommended action, staff would proceed with finalizing the transaction documents and proceeding with overseeing the financing and construction of the Project as approved.

SUMMARY:

Upon approval of the recommended actions, staff will proceed with finalizing the Construction Contract with McCarthy Building Companies, and following execution of the Construction Contract, coordinate the initiation and progress of the Project moving forward.

ATTACHMENT(S)

1. Attachment A - Construction Contract with McCarthy Building Companies, Inc.
2. Attachment B - ARTCILE 16 - Public Works Disclosures and Forms
3. Attachment C - Proposed Resolution No. 22-84
4. Attachment D - Justification for Competitive Bidding Waiver

NEXT STEPS:

N/A

MONTEBELLO DRIVING RANGE PROJECT – TOPGOLF MONTEBELLO
(Construction Contract)

C.P. No. 909 (Agreement No. 4045)

This Construction Contract (the "Agreement") is made as of the 10th day of November in the year 2022, by and among the Owner, Tenant (but only as to the obligations specifically undertaken by Tenant under the Contract Documents) and the Contractor for construction of the Project as further described and identified hereinbelow:

The Owner:
City of Montebello
1600 W. Beverly Boulevard
Montebello, CA 90640
Designated Representative: James Enriquez, City Engineer

The Tenant:
TopGolf USA MB, LLC
8750 N. Central Expressway, Suite 1200
Dallas, Texas 75231
Designated Representative: Kevin Miner

The Contractor:
McCarthy Building Companies, Inc.
20401 SW Birch Street
Newport Beach, CA 9266
Attn: James Madrid, Executive Vice President
Designated Representative: James Madrid, Executive Vice President

The Project:
Montebello Driving Range Project - TopGolf Montebello
901 Via San Clemente
Montebello, CA 90640

The Architect:
Aria Group Architects, Inc.
830 North Boulevard
Oak Park, Illinois 60301
Designated Representative: Damian Satola

AGREEMENT

The Owner, Tenant, and Contractor agree as follows:

ARTICLE 1 GENERAL PROVISIONS

§ 1.1 The Contract Documents

The Contract Documents consist of this Agreement, the General Conditions, Plans and Specifications, written amendmetns to the Agreement ("Amendments"), and Changes and Change Orders issued after execution of this Agreement, all of which form this Agreement and are fully a part of this Agreement as if attached or set forth fully herein. The Contract Documents represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral.

§ 1.1 .1 Order of Precedence

In the event that any provision(s) in any component part of the Contract Documents conflicts with any provision(s) of any other component part, the following order of precedence among the Contract Documents' component parts shall govern:

.1 Written Amendments and Change Orders to the Agreement in reverse chronological order

.2 This Agreement

.3 The General Conditions

.4 The Project Plans and Specifications and Drawings

.5 Referenced Standard Plans and/or Specifications

.6 Performance Bond

.7 Labor and Material Payment Bond

§ 1.1.2 Resolution of Conflicts.

In the event there is a conflict between or among any provisions within one of the component parts of the Contract Documents, the higher standard or the more stringent requirement shall govern.

§ 1.2 Relationship of the Parties

The Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner and Tenant to cooperate with them both and exercise the Contractor's skill and judgment in furthering the interests of the Owner and Tenant; to furnish efficient construction administration, management services and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's and Tenant's interests. The Owner and Tenant both agree to furnish or approve, in a timely manner, requests for information made by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents. Except as may otherwise may be directed by the Owner in writing, Contractor agrees to allow or otherwise permit the Tenant to, and Tenant shall: (1) actively oversee, participate in, and consult with Contractor on all aspects of the construction of the Project, recognizing that the Project will be occupied and operated by Tenant upon Substantial Completion; (2) provide professional and proprietary consulting and construction management services in connection with the construction of the Project to ensure compliance with the Plans and Specifications and Tenant's proprietary standards and certifications that are associated with Tenant's standard facility in the United States.

§ 1.3 General Conditions
The general conditions of the contract shall be as identified in the **Exhibit "A"** attached hereto.

§ 1.4 Owner's Designated Representative
The City Engineer shall be the representative authorized to act on behalf of the Owner with respect to the Project. The Owner's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Contractor. The term "Owner" means Owner or the Owner's authorized representative.

§ 1.5 Tenant's Designated Representative
The Tenant shall identify a representative authorized to act on behalf of the Tenant with respect to the Project. The Tenant's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Contractor. The term "Tenant" means the Tenant or the Tenant's authorized representative.

§ 1.6 Contractor's Designated Representative.
The Contractor shall identify a representative authorized to act on behalf of the Contractor with respect to the Project. The Contractor's representative shall render decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Contractor. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 1.7 Architect.
The Tenant has retained the Architect to provide the professional services, duties and responsibilities, including any additional services requested by the Contractor that are necessary to prepare the Plans and Specifications and for the Construction Phase under this Agreement. The Tenant agrees that the Owner, its employees, agents, and officials, to the fullest extent permitted by law, shall be fully protected from any loss, injury, damage, claim, liability, lawsuit, cost, expense, attorneys fees, litigation costs, defense costs, court costs or any other cost ("claims") arising out of or in any way related to the negligence, recklessness or willful misconduct of the Architect, or its officers, agents, servants, employees, subcontractors, contractors (or any entity or individual that Architect shall bear the legal liability therefor) in the performance of professional services for preparing the Plans and Specifications. Tenant shall defend the Owner, its employees, agents, and officials, in any action or actions filed in connection with any such claims with counsel of the Tenant's choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense.

ARTICLE 2 ROLES AND RESPONSIBILTIES OF OWNER AND TENANT

§ 2.1 Information and Services Required of the Owner and Tenant

§ 2.1.1 The Owner and Tenant shall each provide information requested by Contractor with reasonable promptness, regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's and Tenant's objectives, constraints, and criteria, including schedule, space requirements and relationships, flexibility and expandability, special equipment, systems sustainability and site requirements.

§ 2.1.2 Prior to the execution of this Agreement, the Contractor has requested in writing that the Owner provide evidence reasonably satisfactory to the Contractor that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Owner shall furnish such evidence as a condition precedent to commencement of the Work, and Contractor's commencement of the Work shall be conclusive evidence that Contractor has accepted such evidence and financial arrangements of Owner. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as

the Contract Documents require, or (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without notice to the Contractor. Such information is confidential and shall not be disclosed by Contractor to third parties.

§ 2.1.3 Structural and Environmental Tests, Surveys and Reports.
The Owner and Tenant shall each also furnish any other information or services under their respective control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. The Contractor shall be entitled to rely on the accuracy of information and services furnished by the Owner or Tenant but shall exercise proper precautions relating to the safe performance of the Work.

.1 The Tenant, when such services are requested, shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

.2 During the Construction Phase, the Owner and Tenant shall each furnish information or services required of them by the Contract Documents with reasonable promptness. The Owner and Tenant shall also furnish any other information or services under their respective control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.1.4 Compliance with Contract Documents.
The Owner and Tenant shall each take such actions as are reasonably necessary to facilitate and carry out their respective obligations set forth in the Contract Documents, subject to the terms and limitations of the Contract Documents. Owner and Tenant shall collaborate, communicate, and work together in good faith in exercising the discretion, reviewing any requests, or issuing any consents or approvals required of them under the terms of the Contract Documents, whether such disrection, review, consent or approval is to be given by either party individually or jointly.

§ 2.2 Additional Information and Services Required of the Tenant

§ 2.2.1 [Intentionally Deleted].

§ 2.2.2 Tenant shall furnish any other information or services under the Tenant's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services. The Contractor shall be entitled to rely on the accuracy of information and services furnished by the Tenant but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.3 Prior to the execution of this Agreement, the Contractor has had the opportunity to request in writing that the Tenant provide evidence reasonably satisfactory to the Contractor that the Tenant has made financial arrangements to fulfill the Tenant's obligations under the Contract. Thereafter, the Contractor may only request such evidence if the Tenant fails to fund amounts required by the Contract Documents. After the Tenant furnishes the evidence, the Tenant shall not materially vary such financial arrangements without notice to the Contractor. Such information is confidential and shall not be disclosed by Contractor to third parties.

§ 2.2.4 Compliance with Sublease; Other Obligations. In connection with Contractor's carrying out of the Work required by this Agreement, the Owner and Tenant shall comply with all terms and conditions of that certain Sublease by and between the Owner and Tenant for the project site (the "Sublease") that are relevant to the Construction Phase. Without limiting the foregoing, Owner, Tenant, and Contractor agree as follows with respect to the Construction Phase of the Agreement:

.1 Tenant shall pay for that portion of the Work that exceeds the net-construction proceeds of the Series 2022B Bonds issued by the Montebello Public Financing Authority to pay for construction of the Project. As of the date of this Agreement, the parties anticipate the amount of such net construction proceeds to be approximately $45 million dollars, subject to fluxation in interest rates, cost of issuance, and other market factors that remain unknown until said bonds are sold (the "Bond Proceeds").

.2 Tenant shall pay for and contract with the Architect, and shall have ownership and control of the Plan and Specifications, provided that Owner shall have the right to use, keep and maintain copies of such Plans and Specifications in connection with this Agreement and any other lawful purpose.

.3 Each of the following are excluded from the Work or obligations of Contractor under this Agreement, are excluded from the GMP, and shall be the responsibility of Tenant:

a. Tenant shall reimburse Contractor for all permit and plan check fees associated with the Project and Contractor's performance of the Work, as well as WDID (SWPPP Permit), but Contractor shall be responsible for payment and obtaining the WDID (SWPPP) BMP's, provided that all such permits shall be issued to Contractor even if paid by Tenant.

b. Tenant shall pay for the cost of any third-party testing and inspections requested by Tenant that are in addition to the testing and inspections required for Contractor to perform the Work.

c. Tenant shall pay for utility service provider and meter fees, utility service connection fees, and commissioning agent costs.

d. Tenant shall separately contract for, procure, pay for, and install the following in connection with the Project:

1. Steel net poles and barrier netting (Outfield)
2. Artificial turf (Outfield)
3. Artificial turf and base (Site)
4. Concrete equipment poles pads for EV charging stations
5. Target interior cabling (Outfield)
6. Target netting systems (Outfield)
7. Target ball collection hoppers, hoses, and system (Outfield)

e. Tenant shall furnish storm pumps including the manufacturer start up and training

f. Tenant shall pay for tax and freight of storm pump materials.

g. Tenant shall pay for tax and freight of underground detention materials.

h. Tenant shall pay for, furnish, and deliver to the project site other materials and equipment as identified in the responsibility matrix attached hereto as Exhibit "F."

§ 2.1.4 [Intentionally Deleted].

ARTICLE 3. CONSTRUCTION SERVICES AND THE PROJECT

§ 3.1 Commencement of Construction Services
For purposes of this Agreement, the date of commencement of the Work shall mean the date of commencement of the construction phase. The "Construction Phase" of this Agreement shall commence upon the issuance of a Notice to Proceed that is jointly isused by Owner and Tenant.

§ 3.2 The Project and Scope of Work.
Upon receipt of Notice to Proceed, the Contractor shall immediately commence and proceed diligently and without interruption with the construction of the Project pursuant to the final Plans and Specifications identified in **Exhibit "B"** hereto, and within the time set forth in the Performance Schedule identified in **Exhibit "C"**, and in accordance with the terms and conditions of the Contract Documents.

§ 3.3 Administration
In addition to constructing the Project, Contractor shall perform the following administrative tasks during the Construction Phase:

.1 Subcontracts or other agreements shall conform to the applicable payment provisions of this Agreement and General Conditions, and the Contractor shall provide in the Subcontract for the Owner or Tenant to receive the same audit rights with regard to the Subcontractor as the Owner or Tenant, respectively, receives with regard to the Contractor.

.2 The Contractor shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, scheduling, and status of the Work. The Contractor shall prepare and promptly distribute minutes to the Owner and Tenant.

.3 The Contractor shall record the progress of the Project. On a bi-weekly basis, or otherwise as agreed to by the Owner, the Contractor shall submit written progress reports to the Owner and Tenant, showing percentages of completion and other information required by the Owner. The Contractor shall also keep, and make available to the Owner and Tenant, a daily log containing a record for each day of weather, portions of the Work in progress, number of workers on site, identification of equipment on site, problems that might affect progress of the work, accidents, injuries, and other information required by the Owner.

.4 The Contractor shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Contractor shall identify variances between actual and estimated costs and report the variances to the Owner and Tenant and shall provide this information in its bi-weekly reports to the Owner and Tenant. The Contractor shall include and deliver all said documents and reports in the required closeout of the project, and the Contractor may retain one record set of the documents.

§ 3.4 Guaranteed Maximum Price

§ 3.4.1 Guaranteed Maximum Price Contract.
This Agreement is a Guaranteed Maximum Price Contract (or GMP as Not-To-Exceed Price, NTE, or NTX), and Contractor shall be responsible for any and all cost overruns unless the GMP established by this Agreement is increased via a formal Change Order in compliance with Section 3.6 below and the General Conditions.

§ 3.4.2 Compensation.

The GMP of this Agreement, and the maximum total compensation that shall be due and payable to Contractor for complete performance of the services and construction work provided for in this Agreement, during the construction phases, and completion of the Project from commencement through opening as required hereunder (the "Work"), shall not exceed Forty Five Million Four Hundred Twelve Thousand Five Hundred Nineteen ($45,412,519) ("Compensation"), which Compensation is comprised of Contractor's GMP for the Project in the amount of $_($45,412,519_____, as further detailed in **Exhibit "D"** to this Agreement ("GMP"), plus a 6% (six percent) Contractor's markup (or fee) on Contractor's GMAX Bid totaling $_2,343,059_____ ("Contractor Fee"). Owner shall be responsibe and pay for that portion of the Compensation equal to the Bond Proceeds, and Tenant shall be responsible and pay for any portion of the Compensation that exceeds the Bond Proceeds.

§ 3.4.3 Accuracy of GMAX Bid Proposal.
Contractor represents that the GMP and estimated costs to complete the Project reflect the best professional estimate of actual costs anticipated. The Compensation is the maximum price that the Owner, Tenant and the Contractor agree upon as payment for providing all the Work and completing the Project in accordance with the Contract Documents, and is the complete and total sum that shall be payable by the Owner and Tenant for any and all costs, direct or indirect, of the Contractor for provision of the Work and construction of the Project pursuant the Contract Documents. Compensation for the Contractor's provisions of any services or Work in advance of this Agreement or the Notice to Proceed is also included in the GMP.

§ 3.4.4 Considerations of Contractor's GMP.
The GMP is the sum of the Contractor's estimate of the Cost of the Work, including contingencies and the Contractor's Fee. The GMP in Exhibit "D" includes a written statement of its basis, including the following:

.1 A list of the Plans and Specifications, the Contract Documents and the General Conditions;

.2 A list of the clarifications and assumptions made by the Contractor in the preparation of the GMP, including assumptions to supplement the information provided by the Owner or Tenant and contained in the Plans and Specifications;

.3 A statement of the GMP, including a statement of the estimated cost of the Work organized by trade categories or systems, allowances, contingency, and the Contractor's Fee;

.4 The anticipated date of Substantial Completion upon which the GMP is based; and

.5 Contractors certification that the pricing and costs contained in the proposed GMP are accurate, complete, and current.

.6 The GMP includes a mutually agreed amount for a construction contingency for the Contractor's exclusive use to cover those costs not otherwise reimbursable as the Cost of the Work and not included in a Change Order, provided, however, such contingency shall not be used to fund costs resulting from the Contractor's gross negligence or willful misconduct, non-performance under this contract or costs resulting from Owner directed Changes. No part of the contingency shall be used by the Contractor without first submitting to the Owner a written request for a specific amount and justification for its use, and without receiving the Owner's prior written approval, and Tenant's consent, which shall not be unreasonably withheld. Contractor agrees to use diligent efforts, including litigation at Contractor's sole discretion, to pursue recoveries from insurance, Subcontractors or other third parties as applicable, but shall not be required to wait for recovery prior to receiving contingency monies; provided, however, monies recovered by Contractor shall be promptly returned to Owner. The contingency is for the sole and exclusive use of the Contractor and is not for use by the Owner for reasons including scope increases, concealed conditions,

design clarifications or design deficiencies not reasonably inferable from Construction Documents, nor is the Contingency to be used to address any matter for which Contractor is entitled to an adjustment or Change Order.

§ 3.4.5 Payment Adjustments for Cost Changes.

.1 Direct Costs Less Than GMAX Bid. In the event Contractor's costs of performing the Work are less than the GMP ("Savings"), then Contractor shall be entitled to receive thirty percent (30%) of such Savings; which shall be added to the Contractor Fee. The purpose of Owner's sharing of Savings with Contractor is to incentivize Contractor to provide the Work in a cost-effective manner.

.2 Direct Costs More Than GMP. In the event that Contractor's costs of performing the Work are more than the GMP, Contractor shall be responsible for any and all cost overruns unless the GMP established by this Agreement is increased via a formal Change Order. In either event the dollar amount paid for the Contractor Fee shall remain unchanged.

§ 3.5 Performance Schedule

The schedule applicable to Contractor's provision of the Work under this Agreement is provided in **Exhibit "C"** attached and incorporated herein as the "Project Schedule." Contractor represents and warrants that it shall provide the Work and complete the Project for opening within the time required by the Project Schedule.

§ 3.5.1 Timely Performance; Liquidated Damages.

Owner, Tenant and Contractor acknowledge and agree that if Contractor fails to fully and satisfactorily complete the Work within the Project Schedule, Owner and Tenant will suffer, as a result of Contractor's failure, substantial damages which are both extremely difficult and impracticable to ascertain. Such damages may include, but are not limited to: (i) Loss of public confidence in Owner, Tenant and their contractors and consultants, (ii) Loss of public use of public and private facilities, (iii) Extended disruption to public. (iv) Claims for damages from private citizens. and (v) loss of revenue earmarked to finance the cost of improvements. Owner, Tenant and Contractor have reasonably endeavored, but failed, to ascertain the precise amount of to the actual damage that Owner or Tenant will incur if Contractor fails to achieve Substantial Completion of the entire Work within the Project Schedule. Therefore, the parties agree that in addition to all other damages to which Owner or Tenant may be entitled other than delay damages, in the event Contractor shall fail to achieve Substantial Completion of the entire Work within the Project Schedule, Contractor shall pay Owner as liquidated damages the amount of $1000.00 per day for each day between the date for Substantial Completion of the Work set forth in the Project Schedule (which is 365 calendar days after issuance of the Notice to Proceed, subject to extensions of the Contract Time as permitted under Section 3.6.4 below), and the date Contractor achieves Substantial Completion of the entire Work. The liquidated damages amount is not a penalty but considered to be a reasonable estimate of the amount of damages Owner and Tenant will suffer. Such liquidated damages shall be subject to apportionment for delays to Substantial Completion for which Contractor is entitled to receive an extension of time under the Contract Documents. Such apportionment shall not be affected by the fact that liquidated damages may not be capable of apportionment for other periods of time during which there have occurred delays concurrently caused by both Owner or Tenant and Contractor. It being the Contractor's obligation to have the entire Work Substantially Completed within the Project Schedule, it is agreed that such liquidated damages shall not be apportioned for portions of the Work completed prior to expiration of the Contract Time. Tenant and Owner agree that any liquiated damages paid under this section shall be allocated as required in the Sublease.

Owner's Initials _____ Contractor's Initials _____ Tenant's Initials _____

§ 3.6 Changes in the Work

§ 3.6.1 Changes.
At any time during the progress of the Project, Owner,with the written consent of Tenant,may order modifications, alterations, or deviations in the Work or may order additional work or direct the omission of Work shown in the Contract Documents (an "Owner Change" or a "Change"). If Owner should order an Owner Change, such action shall in no way invalidate the Contract Documents nor shall Owner be required to give notice to any surety or sureties on any bond or bonds required of Contractor. If during the progress of the Project, (a) Contractor encounters concealed hazardous conditions, subsurface conditions, or other unforeseeable condition that is not referenced or described, and not determinable or foreseeable in the geotechnical studies for the Project or the Contract Documents, (b) the Owner mandates unforeseeable conditions or changes to the Work that are not otherwise required for compliance with Applicable Law, or (c) other events occur for which Contractor is entitled to a Change order under the Contract Documents, then Contractor may request a Change to the Work shown in the Contract Documents in (a "Contractor Change" or a "Change"). Owner shall consult with and obtain Tenant's written consent before initiating an Owner Change or before agreeing to a Contractor Change.

§ 3.6.2 Impact of Change.
If Owner, with the written consent of Tenant, requests an Owner Change or Contractor requests a Contractor Change, Contractor shall provide to Owner and Tenant, within a reasonable time not to exceed fourteen (14) days, a written estimate of the cost of such Change and estimated time to incorporate it into the Work and the impact, if any, upon the GMP and/or the Project Schedule, all of which Owner may approve or disapprove in its reasonable discretion and written concurrence of Tenant. The Contractor's written estimate shall include back-up documentation detailing the cost and time to incorporate such Change into the Work. Upon mutual agreement with respect to a Change, a change order shall be processed by Contractor and delivered to Owner for execution (once approved and executed by Owner, and the written consent of Tenant, a "Change Order"). The provisions of the Contract Documents shall apply to all Change Orders with the same effect as if the Change Orders were embodied in the original Contract Documents. Disagreements with respect to a Change Order are to be resolved pursuant to the Claims and Disputes section in Article 15 of the General Conditions.

§ 3.6.3 Adjustment of Guaranteed Maximum Price.

.1 Any portion of the Cost of the Work which is not called for by the original Contract Documents and which is authorized by Change Orders, shall include a mark-up above Contractor's actual cost for such work. Wherever it is indicated that Contractor is entitled to a mark-up, Contractor has agreed that the mark-up for additive Work is fixed at six percent (6%) and the mark-up for deductive work is fixed at six percent (6%) ("Mark-Up"). Contractor's Mark-Up percentage is expressly all-inclusive of any and all of Contractor's costs; provided, however, that if such Change Order requires an extension of the Construction Schedule, then Contractor also shall be entitled to the resulting change in cost for general conditions calculated based on the applicable wage rates. For the purposes of this paragraph, "actual cost" is defined as the Contractor's or Subcontractor's actual out-of-pocket expense as evidenced by purchase receipts, payroll records, time-cards and or other such information satisfactory to Owner.

.2 It is understood and agreed that refinement and detailing may be accomplished from time to time with respect to the construction drawings and specifications. No adjustment in the GMP or the deadline for Substantial Completion of the Project shall be made on account of refinement or detailing that does not involve material changes in the scope, quality, function and/or intent of the drawings and specifications.

.3 If Owner and Tenant, on the one hand, and Contractor on the other, cannot agree upon the cost of a Change otherwise approved by Owner and consented to by Tenant, Contractor shall proceed with the performance of the additional Work required under a construction change directive ("Construction Change Directive") promptly upon receipt of written notice from Owner. The cost or credit with respect to such Construction Change Directive shall be determined based on the reasonable expenditures and savings of those performing the Work attributable to the Change. In such case, Contractor shall keep and present an itemized accounting together with appropriate supporting data of all costs and time required to perform the Work required by the Construction Change Directive. In the event of any dispute with respect to the method of determining the cost or credit of a Construction Change Directive as set forth in this subparagraph, Owner, Tenant, and Contractor shall work together to resolve such dispute in good faith, and in accordance with any dispute resolution procedures that may be established in the Contract Documents. Pending resolution of such dispute, the Contractor shall perform the Work required by the Construction Change Directive at the cost determined by the Owner and Tenant, subject to a reservation of rights by Contractor. Owner shall consult with Tenant regarding any such resolution.

§ 3.6.4 Extension of Time.
The time allowed by this Agreement under Project Schedule to complete the Project shall be extended or reduced only by the amount of time increases or decreases as expressly approved by Owner and consented to by Tenant with respect to Changes or Change Orders, and the Project Schedule shall be changed accordingly.

§ 3.6.5 Written Orders Only
Notwithstanding any other provisions of this Article 3 to the contrary, Contractor shall not be entitled to any additional compensation for making the Changes, or to any extensions of time for completing the Project or Work unless the Changes were ordered by a written Change Order, written notice of Construction Change Directive or amendment to this Construction Contract, all signed by Owner and consented to by Tenant in advance, stating that the work qualifies for a Change Order and expressly approving any amount of additional compensation and/or any extension of time for completion of the Project. Any Work performed by Contractor without prior approval of Owner and consent of Tenant will not entitle Contractor to an increase in GMP or an extension of the Project Schedule.

§ 3.7 Discounts, Rebates and Refunds
Cash discounts obtained on payments made by the Contractor shall accrue to the Owner if (1) before making the payment, the Contractor included them in a request for payment and received payment from the Owner, or (2) the Owner has deposited funds with the Contractor with which to make payments; otherwise, cash discounts shall accrue to the Contractor. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Contractor shall make provisions so that they can be obtained. Amounts that accrue to the Owner in accordance with the provisions of this section shall be credited to the Owner as a deduction from the Cost of the Work.

§ 3.8 Accounting Records; Audit
The Contractor shall keep full and detailed records and accounts related to the cost of the Work and exercise such controls as may be necessary for proper financial management under this Contract and to substantiate all costs incurred. The accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's auditors, and the Tenant and the Tenant's auditiors, shall, during regular business hours and upon reasonable notice, be afforded access to, and shall be permitted to audit and copy, the Contractor's records and accounts, including complete documentation supporting accounting entries, books, correspondence, instructions, drawings, receipts, subcontracts, Subcontractor's proposals, purchase orders, vouchers, memoranda and other data relating to this Contract. In addition to the foregoing, in accordance with California Government Code, Section 8546.7, records of both the Owner and Contractor shall be subject to examination and audit by the Auditor General for a period of three (3) years after Final Payment.

§ 3.10 Hazardous Materials
The terms and conditions of the General Conditions shall apply to the Construction Phase.

ARTICLE 4 PAYMENTS FOR WORK

§ 4.1. Progress Payments

§ 4.1.1 From Owner. Progress Payments for that portion of the Work to be paid with Bond Proceeds shall be made in accordance with this section and subject to compliance with the General Conditions. Upon receipt of a properly presented payment request to Owner in the form provided in **Exhibit "E"** hereto ("Payment Application"), the Owner shall process the payment request in accordance with Public Contract Code Section 20104.50, and that no payment shall be approed or denied by Owner without the written concurrence of Tenant. The Owner shall review the Payment Application as soon as possible. If the Owner rejects the Payment Application, it shall be returned to the Contractor within five (5) days of its receipt by the Owner with an explanation for the reasons of its rejection. If the Payment Application is approved in writing by the Owner and the Tenant, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented Payment Application. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. The Owner shall pay Contractor a sum based upon ninety five percent (95%) of the Agreement price apportionment of the labor and materials incorporated into the work under the Agreement during the period covered by said Payment Application. The remaining five percent (5%) thereof shall be retained as performance security ("Retention Funds").

§ 4.1.2 From Tenant. Progress Payments for that portion of the Work to be paid by Tenant shall be in accordance with Section 4.1.1 above, provided that the Payment Application shall be directed to Tenant, with a copy to Owner, and upon the written concurrence of Owner, the Tenant shall process the payment request in accordance with the provisions of the Contract Documents.

§ 4.2 Terms and Conditions.

§ 4.2.1 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, and shall be accompanied by lien releases covering the amounts paid and Work performed in the immediately preceding month from the Contractor and any applicable subcontractors receiving a portion of the progress payment, with the lien releases in the form required by law in **Exhibit "G"** ("Lien Release"). Owner's receipt of a Lien Release (or Releases) for all payments made in the prior payment period shall be a condition precedent to Owner's approval of a Payment Application, and the Owner may deny all or any portion of a Payment Application should said Lien Release(s) not be received.

§ 4.2.2 With each Payment Application, the Contractor shall demonstrate the Cost of the Work incurred through the prior payment request period.

§ 4.2.3 Each request for shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire GMP among the various portions of the Work, except that the Contractor's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Owner may require. This schedule, unless objected to by the Owner, shall be used as a basis for reviewing the Contractor's requests for payment.

§ 4.2.4 Requests for payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Payment Application. The percentage of completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed, or (2) the percentage

obtained by dividing (a) the expense that has actually been incurred by the Contractor on account of that portion of the Work for which the Contractor has made or intends to make actual payment prior to the next request for payment by (b) the share of the GMP allocated to that portion of the Work in the schedule of values.

§ 4.2.5 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

.1 Take that portion of the GMP properly allocable to completed Work as determined by multiplying the percentage of completion of each portion of the Work by the share of the GMP allocated to that portion of the Work in the schedule of values.

.2 Add that portion of the GMP properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work, or if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing;

.3 Add the Contractor's Fee, less retainage of 5% (Five Percent). The Contractor's Fee shall be computed upon the Cost of the Work;

.4 Subtract retainage of 5% (Five Percent) from that portion of the Work that the Contractor self-performs;

.5 Subtract the aggregate of previous payments made by the Owner;

.6 Subtract the shortfall, if any, indicated by the Contractor in the documentation to substantiate prior requests for payment, or resulting from errors subsequently discovered by the Owner's or Tenant's auditors in such documentation; and

.7 Subtract amounts, if any, for which the Owner or Tenant has withheld or nullified a certificate for payment.

§ 4.2.6 Payments to Subcontractors shall comply with the progress payment process specified above.

§ 4.2.7 Except with the Owner's and Tenant's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 4.2.8 In taking action on the Contractor's requests for payment, the Owner and Tenant shall be entitled to rely on the accuracy and completeness of the information furnished by the Contractor and shall not be deemed to represent that the Owner or Tenant has made a detailed examination, audit or arithmetic verification of the documentation submitted or other supporting data; that the Owner has made exhaustive or continuous on-site inspections; or that the Owner or Tenant has made examinations to ascertain how or for what purposes the Contractor has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner or Tenant, will be performed by the Owner's or Tenant's auditors acting in the sole interest of the Owner or Tenant.

§ 4.3 Retention of Funds

The five percent (5%) in Retention Funds referenced in paragraph 4.1 shall be retained as performance security to be paid to the Contractor within sixty (60) days after final acceptance of the Work by the Owner, after Contractor shall have furnished the Owner with a release of all undisputed Agreement amounts, if required by the Owner. In the event there are any claims specifically excluded by Contractor from the operation of the release, the Owner may retain proceeds (per Public Contract Code 7107) of up to 150% of

the amount in dispute. Owner's failure to deduct or withhold shall not affect Contractor's obligations hereunder.

§ 4.4 Final Payment and Closeout
Upon completion of the Work and acceptance of same by the Owner, the Owner shall cause to be recorded a notice of completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said notice of completion is recorded, the Owner shall release the Retention Funds; provided there have been no mechanics' liens or stop notices filed against said work which have not been paid, withdrawn or eliminated as liens against said work, and provided the Contractor has first performed or completed each of the following:

§ 4.4.1 The Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work;

§ 4.4.2 The Contractor has submitted a final accounting for the Cost of the Work and a request for final payment; and

§ 5.4.3 A final Certificate for Payment has been issued by the Owner.

§ 5.4.4 The Contractor has assembled and provided a complete closeout package, including but not limited to all warranty letters, operational manuals, special systems training, and punch list.

§ 4.4.5 The Contractor has provided complete and approved As-Built drawings

§ 4.4.6 The Owner's auditors may review and report in writing on the Contractor's final accounting within 30 days after delivery of the final accounting to the Owner and Tenant by the Contractor. Based upon such Cost of the Work as the Owner's auditors report to be substantiated by the Contractor's final accounting, and Owner will either issue to a final Certificate for Final Payment to the Contractor, or notify the Contractor in writing of reasons for withholding a certificate. The Owner is not responsible for verifying the accuracy of the Contractor's final accounting.

§ 4.4.7 If the Owner's auditors report the Cost of the Work as substantiated by the Contractor's final accounting to be less than claimed by the Contractor, the Contractor shall be entitled to request mediation of the disputed amount A request for mediation shall be made by the Contractor within 30 days after the Contractor's receipt of a copy of the Owner's final Certificate for Payment. Failure to request mediation within this 30-day period shall result in the substantiated amount reported by the Owner's auditors becoming binding on the Contractor. Pending a final resolution of the disputed amount, the Owner shall pay the Contractor the amount certified in the Owner's final Certificate for Payment.

ARTICLE 5 LABOR AND PREVAILING WAGE MATTERS

§ 5.1 Labor Costs – Prevailing Wages.
Contractor and all subcontractors shall pay prevailing wage rates for this Project in accordance with the "General Wage Determination Made by the Director of Industrial Relations ("DIR") Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Los Angeles County. Wage rates shall conform with those posted at the DIR website and the Project site. The following Labor Code sections are hereby referenced and made a part of this Agreement:

§ 5.1.1 Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
§ 5.1.2 Section 1777.4 - Apprenticeship Requirements.
§ 5.1.3 Section 1777.5 - Apprenticeship Requirements.

§ 5.1.4 Section 1813 - Penalty for Failure to Pay Overtime.
§ 5.1.5 Sections 1810 and 1811 - Working Hour Restrictions.
§ 5.1.6 Section 1775 - Payroll Records.
§ 5.1.7 Section 1773.8 - Travel and Subsistence Pay.

§ 5.2 Day's Work.
Contractor acknowledges that under California Labor Code sections 1810 and following, eight (8) hours of labor constitutes a legal day's work. Contractor will forfeit as a penalty to Owner the sum of $25.00 for each worker employed in the execution of this Agreement by Contractor or any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813).

§ 5.3 Payroll Records.
Contractor shall maintain the certified payroll records required by Labor Codes Sec. 1776 and shall report such records directly to the California Labor Commissioner as required by Labor Code Sec. 1771.4. Contractor shall inform the Owner of the location of the records enumerated under Labor Code Sec. 1776, including the street address, city, and county, and shall, within five (5) working days, provide a notice of a change of location and address.

§ 5.4 Employment of Apprentices.
Nothing in this Agreement prevents Contractor or any subcontractor from employing properly registered apprentices in the execution of the Agreement. Contractor is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that Contractor and subcontractors must submit Agreement award information to the applicable joint apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that Contractor and subcontractors must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice Agreements, may be employed on public works in apprenticeable occupations.

ARTICLE 6 BONDS AND INSURNACE

§ 6.1 Bonds.

§ 6.1.1 Performance Bond.
Contractor, before commencing work on the Project, shall furnish and file with the Owner, a Performance Bond or bonds in the sum of one hundred percent (100%) of the Agreement price thereof conditioned upon the faithful performance of this Agreement in the form set forth the General Conditions.

§ 6.1.2 Payment Bond.
Contractor, before commencing work on the Project, shall furnish and file with the Owner, a Payment Bond in the sum of 100% of the Agreement price, conditioned upon the payment of all labor and materials furnished in connection with this Agreement in the form set forth in the General Conditions.

§ 6.1.2 Warranty Bond.
Contractor, before commencing work on the Project, shall furnish and file with the Owner, a Warranty Bond in the amount of 50% of the Agreement price, conditioned upon the guaranty and warranty of the

work and labor and materials in connection with the work performed on the Project pursuant to this Agreement in the form set forth in the General Conditions.

§ 6.2 Insurance.

§ 6.2.1 Amounts and Types.
The Contractor shall purchase and maintain insurance of the types and in the amounts, and satisfying the requirements, set forth the General Conditions; and Owner and Tenant shall purchase and maintain the insurance of the types and in the amounts set forth in the General Conditions. Prior to commencing work hereunder, Contractor shall provide the Owner with proof of naming the Owner and each of its directors, officers, agents, and employees as additional- insureds on a policy or policies of insurance providing and maintaining the coverages set forth in the General Conditions. The Owner shall have the right to hold the policies and policy renewals, and Contractor shall promptly furnish to Owner and Tenant all renewal notices and all receipts of paid premiums. Ownerand Tenant may make proof of loss if not made promptly by Contractor.

§ 6.2.2 Evidence of Insurance.
Prior to commencement of the Work. Contractor shall provide to the Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: GSkibar@cityofmontebello.com

ARTICLE 7 – INTENTIONALLY DELETED

ARTICLE 8 DISPUTES AND REMEDIES

§ 8.1 General.
Any claim or dispute between the Owner and Tenant, on the one hand, and Contractor on the other shall be resolved in accordance with the provisions of this Agreement and the General Conditions.

§ 8.2 Initial Decision Maker.
The parties' Designated Representatives will serve as the initial decision maker ("Initial Decision Maker") for claims arising from or relating to the parties' performance of this Agreement, unless the parties appoint another individual, not a party to the Agreement, to serve as the Initial Decision Maker.

§ 8.3 Claims of $375,000 or Less.
A claim by the Contractor for a time extension, for money damages for work, or a payment disputed by the Owner must be submitted to a resolution process in accordance with Public Contract Code Sections 20104-20104.4. A summary of Sections 20104-20104.4 are as follows:

§ 8.3.1 Informal negotiation between the Owner, Tenant and Contractor.
§ 8.3.2 Mediation with Contractor.
§ 8.3.3 Arbitration if mandated by the Court.

§ 8.4.4 Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

§ 8.4 Public Contract Code 9204 Claims.
Contractor shall comply with the procedure set forth in Public Contract Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the Owner under this Agreement. A summary of the provisions of Public Contract Code Section 9204 is as follows:

§ 8.4.1 Contractor must send a claim to the Owner for a time extension, payment for work not in the Agreement, or payments disputed by the Owner by registered mail or certified mail with return receipt requested.
§ 8.4.2 The Owner must respond within 45 days as to which claims are disputed and undisputed.
§ 8.4.3 If claim remains in dispute, Contractor may request informal meet and confer meeting with the Owner.
§ 8.4.4 After meet and confer, any disputed claim remaining shall be submitted to non-binding mediation.
§ 8.4.5 All undisputed claims shall be paid within 60 days.

§ 8.5 Not Used.

§ 8.6 Termination for Convenience.
The Owner may terminate this Agreement, in whole or in part, with thirty (30) days' prior written notice to Contractor when it is in the Owner's best interest, with the Compensation due Contractor upon termination to be determined in accordance with the General Conditions. If Contractor has any property in its possession belonging to the Owner, Contractor will account for the same, and dispose of it in the manner the Owner directs. Contractor may terminate this Agreement, in whole, with ninety (90) days' written notice to the Owner.

§ 8.7 Failure to Prosecute Work to Completion.
In the event Contractor fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if Contractor for a period of ten (10) calendar days after receipt of written demand from the Owner or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said ten (10) calendar days, fails to continue to do so; then the Owner may exclude Contractor from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the Owner to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the Owner, shall be a charge against Contractor, and may be deducted from any money due or becoming due to Contractor from the Owner, or Contractor shall pay the Owner the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should Contractor fail to pay in full any said cost incurred by the Owner.

9.8 Waiver of Remedies for any Breach.
In the event that the Owner elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by the Owner shall not limit the Owner's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Agreement.

9.10 Attorneys' Fees and Costs.
If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 Terms; Meaning.
Terms in this Agreement shall have the same meaning as those in the General Conditions.

§ 10.2.2 Access.
The Owner and Tenant shall be entitled to access copies of the Data in whatever form, including, without limitation CAD, at all times during the term of the Agreement. Any such Data in the possession of the Contractor or in the possession of any Subcontractor upon completion or termination of the Agreement shall be immediately delivered to the Owner with a copy to Tenant. If any Data are lost, damaged or destroyed before final delivery to the Owner and Tenant, the Contractor shall replace them at its own expense and the Contractor assumes all risks of loss, damage or destruction of or to such Data..

§ 10.3 Proprietary or Confidential Information of Owner or Tenant.

§ 10.3.1 The Contractor understands and agrees that, in the performance of the Work under this Agreement or in contemplation thereof, the Contractor may have access to private or confidential information which may be owned or controlled by, or otherwise in the possession of, the Owner or Tenant and that such information may contain proprietary or confidential details, the disclosure of which to third parties may be damaging to the Owner or Tenant. The Contractor agrees that all information disclosed by the Owner or Tenant to the Contractor shall be held in confidence and used only in the performance of the Agreement. The Contractor shall exercise the same standard of care to protect such information as the Contractor uses to protect its own proprietary information and in any case no less than a reasonably prudent person or entity would use to protect its own proprietary data.

§ 10.3.2 It is understood, however, that the Contractor may disclose the Owner's or Tenant's confidential information on a "need to know" basis to the Contractor's employees, the Contractor's Subcontractors, and the Subcontractors' employees, and as required by law. Contractor shall execute written agreements with its Subcontractors that bind each Subcontractor and its employees to the confidentiality provisions set forth in this Agreement.

§ 10.3.3 The Contractor shall acquire no right or title to the confidential information. The Contractor agrees not to use the confidential information for any purpose except to provide the Services. Notwithstanding the foregoing, the Contractor may disclose the confidential information: (i) to the extent necessary to comply with any law, rule, regulation or ruling applicable to it or as appropriate to respond to any summons or subpoena applicable to it; provided, however, that the Contractor first gives reasonable notice of its intention to disclose in order for the Owner or Tenant to seek a protective order; or (ii) to the extent necessary to enforce its rights under this Agreement.

§ 10.3.4 The Contractor agrees that monetary damages are inadequate to remedy any breach or threatened breach of this Section and, accordingly, consents to injunctive relief for any breach or threatened breach

hereof without the posting of any bond.

§ 10.4 Governing Law
This Agreement and Contract Documents shall be governed by California law without regard to any conflict of law rules that would direct the application of the laws of any other jurisdiction. The Contractor irrevocably consents to personal jurisdiction in California.

§ 10.5 Indemnify, Defense, and Hold Harmless

§ 10.6.1 To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless Owner, and its elected officials, employees, agents, volunteers and officers, and Tenant, and its employees, agents, volunteers and officers, from any and all liabilities, claims, suits, actions, arbitration proceedings, administrative proceedings, stop notices, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged, or threatened, actual attorneys fees incurred, court costs, interest, defense costs including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of, arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the Contractor's performance of this Contract, but only to the extent caused by the negligence or wilful misconduct of Contractor.

§ 10.6.3 Without affecting the rights of Owner or Tenant under any provision of this Agreement or this section, Contractor shall not be required to indemnify and hold harmless Owner or Tenant as set forth above for liability attributable to the respective fault or negligence of Owner and Tenant.

§ 10.6.5 The obligations of Contractor under this or any other provision of this Contract will not be limited by the provisions of any workers compensation act or similar act. Contractor expressly waives its statutory immunity under such statutes or laws as to Owner, its employees, agents and officials, and as to Tenant, its employees, agents, and officials.

§ 10.7 Stop Services Order

§ 10.7.1 The Owner may, at any time, by delivery of a Stop Services Order to the Contractor, require the Contractor to stop all, or any part, of the Work pursuant to this Agreement, for a period up to ninety (90) days after the Stop Services Order is delivered to the Contractor, and for any further period to which the parties may agree. The Stop Services Order shall be specifically identified as such and shall indicate it is issued under this section. Upon receipt of the Stop Services Order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the Work covered by the Stop Services Order during the period of Work stoppage.

§ 10.7.2 Neither Owner nor Tenant shall be liable to the Contractor for any loss of profits because of the Stop Services Order issued under this provision unless expressly specified in the Stop Services Order; however, Contractor shall be entitled to a Change Order adjusting the GMP and Contract Time as necessary due to a Stop Services Order or other delay for which the Owner is responsible under the Contract Documents

§ 10.8 Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by Force Majeure. Force Majeure, for purposes of this paragraph, is defined as follows: acts of war and acts of God, such as earthquakes, floods, and other natural disasters or events beyond Contractor's control.

§ 10.9 Nondiscrimination/No Harassment Provisions and Compliance.

§ 10.9.1 Nondiscrimination. The Contractor and its Subcontractors shall not unlawfully discriminate

against any employee or applicant for employment because of race, creed, religion, color, national origin, ancestry, physical or mental disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), medical condition, marital status, age (over 40), sex, sexual orientation, gender identity, or domestic partner status. The Contractor and its Subcontractors shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

§ 10.9.2 No Harassment. The Contractor and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Contractor or its Subcontractors interact in the performance of this Agreement. The Contractor and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.

§ 10.9.3 FEHA. The Contractor shall comply with the provisions of the Fair Employment and Housing Act, California Government Code, Sections 12990 *et seq*., and the applicable regulations promulgated under California Code of Regulations, title 2, Sections 7285 *et seq*. The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, Section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.

§ 10.9.4 Compliance with Americans with Disabilities Act. The Contractor shall comply with applicable provisions of the Americans with Disabilities Act ("ADA") of 1990 (42 U.S.C. Section 12101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

§ 10.9.5 Notice to Labor Organizations. The Contractor and any of its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

§ 10.9.6 Compliance. The Contractor shall include the nondiscrimination, no harassment, and compliance provisions of this section in any and all subcontracts issued to perform Services under this Agreement. Contractor has, unless exempt, complied with the nondiscrimination program requirements. (Government Code, Section 12990 (subdivisions a-f) and CCR, Title 2, Section 8103 *et seq.*)

§ 10.10 Prohibited Financial Conflict of Interest. The Contractor and its Subcontractors presently have no interest and will not acquire any interest which would present a conflict of interest pursuant to California Government Code sections 1090 *et seq*. and 87100 *et seq*. during the performance of Services pursuant to this Agreement. The Contractor further certifies that, to the best of its knowledge after due inquiry, no employees or agents of the Owner are now, nor in the future will they be, in any manner interested directly or indirectly in this Agreement, or in any profits expected to arise from this Agreement, as set forth in California Government Code sections 1090 *et seq*. and 87100 *et seq*.

§ 10.11 Conflict of Interest for Former Owner Employees. The Contractor certifies and shall require any Subcontractor to certify to the following: Former Owner employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from Owner service.

§ 10.12 Independent Contractor. Contractor is and shall at all times remain as to the Owner and Tenant a wholly independent Contractor. Neither the Owner, Tenant, nor any of their officers, employees or agents shall have control over the conduct of Contractor or any of Contractor's officers, employees or agents, except as herein set forth. Contractor shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the Owner, nor shall

the Owner or Tenant officers, employees or agents be deemed the officers, employees, or agents of Contractor as a result of this Agreement.

§ 10.13 Notice. All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

To the OWNER:	City of Montebello Attn: René Bobadilla, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: rbobadilla@cityofmontebello.com
With copy to:	City of Montebello – Department of Public Works Attn: James Enriquez, P.E., Director/City Engineer 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1462 Email: jenriquez@cityofmontebello.com mailto:YKimHarabedian@cityofmontebello.com
To Contractor:	McCarthy Building Companies, Inc. Attn: Mark Greil 20401 SW Birch Street Newport Beach, CA 9266 949-728-8627 Email: mgreil@mccarthy.com
To Tenant	Topgolf USA MB, LLC 8750 N. Central Expressway, Suite 1200 Dallas, Texas 75231 Attn: Elizabeth E. Bonesio, Esq. E-mail: liz.bonesio@topgolf.com Attn: Jonathan Olsen, Esq. E-mail: Jonathan.Olsen@topgolf.com

An electronic communication ("Electronic Notice") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

§ 10.14 Other provisions:

.1 Labor Code Compliance. Any constructor or subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from

performing work under this Agreement. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime contractor or subcontractor may be awarded an agreement for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. Contractor will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

.2 Lawful Employment. Contractor hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this Project pertaining to the employment of unauthorized aliens as defined therein. Should Contractor so employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the Federal Government impose sanctions against the Owner for use of unauthorized aliens, Contractor hereby agrees to, and shall, hold harmless, indemnify and defend Owner for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the Owner in connection therewith.

.3 Trench and Pipeline Safety. If this Agreement is for more than $25,000 and involves excavation of any trench five feet or more in depth, Contractor shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the Owner.

.4 Temp Heating and Cooling. The Owner shall allow the use of portions of the new heating, cooling, or ventilation systems to provide temporary heat, cooling or ventilation prior to Substantial Completion. Any systems so used shall be provided with temporary filters, and new filters installed prior to acceptance.

5. Utility Relocation. Owner or Tenant, as agreed between then, are responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the Plans and Specifications. The Owner or Tenant, as agreed between them, shall reimburse Contractor for any costs incurred in locating, repairing damage not caused by Contractor and removing or relocating such unidentified utility facilities, including equipment idled during such work. Contractor shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

.6 Third Party Claims Notification. The Owner shall timely notify Contractor in writing of any third-party claims relating to the Agreement of which Owner is aware, and Contractor shall notify Owner of any third-party claims relating to the Agreement of which Contractor becomes aware.

.7 Unfair Business Practices Claims. The Contractor or subcontractors offers and agrees to assign to the Owner 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. Section 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 Agreement or the sub-Agreement. This assignment shall be made and become effective at the time the Owner renders final payment to Contractor without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.).

.8 Submitting False Claims; Monetary Penalties. The Owner shall be entitled to remedy any false claims, as defined in California Government Code section 12650 *et seq*., made to the Owner by the Contractor or any Subcontractor under the standards set forth in Government Code section 12650 *et seq.* Any Contractor or Subcontractor who submits a false claim shall be liable to the OWNER for three times the amount of damages that the OWNER sustains because of the false claim. A Contractor or Subcontractor who submits a false claim shall also be liable to the Owner for (a) the costs, including attorney fees, of a

civil action brought to recover any of those penalties or damages, and (b) a civil penalty of up to $10,000 for each false claim.

.9 Standard of Care. The Contractor, its officers, agents, employees, Subcontractors, consultants and any persons or entities for whom Contractor is responsible, shall provide all Services pursuant to this Agreement in accordance with the requirements of this Agreement and in a manner consistent with the standard of care under California law applicable to those who specialize in providing such services for projects of the type, scope, and complexity of the Project. The Owner's or Tenant's acceptance of any submittals, deliverables, or other work product of the Contractor shall not be construed as assent that Contractor has complied, nor in any way relieve the Contractor of, compliance with (i) the applicable standard of care or (ii) applicable statutes, regulations, rules, guidelines, and requirements.

.10 Cumulative Remedies. The remedies set forth in this Agreement are cumulative and in addition to and not in limitation of any rights or remedies available to the Owner at law or in equity.

.11 Counterparts. This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

.12 Authority. Any person executing this Agreement on behalf of Contractor warrants and represents that he or she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

ARTICLE 11 SCOPE OF THE AGREEMENT

§ 11.1 This Agreement represents the entire and integrated agreement between the Owner and Tenant, on the one hand, and the Contractor on the other, and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner, Tenant and Contractor.

§ 11.2 The following Exhibits are included in this Agreement:

Exhibit A: General Conditions
Exhibit B: Plans and Specifications
Exhibit C: Performance Schedule, within attached document which includes the following:
1- Project Summary
2- Topgolf Statement of Values
3- Subcontractor Listing
4- Clarifications and Assumptions
5- Value Analysis Log
6- Allowance Log
7- Project Schedule
8- Document Listing
9- Logistics Plan
Exhibit D: Contractor's GMP (within Exhibit C)
Exhibit E: Payment Application
Exhibit F: Responsibility Matrix (within Exhibit C)
Exhibit G: Lien Releases

This Agreement is entered into as of the day and year first written above.

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
City of Montebello. BY: NAME « »« »	MCCARTHY BUILDING COMPANIES, INC BY:James Madrid , Executive Vice Presiden
(Printed name and title)	*(Printed name and title)*

By signing this Agreement, Tenant is obligating itself only to the obligations specifically undertaken by Tenant under the Contract Documents.

_____

TENANT *(Signature)*
TopGolf USA MB, LLC
a Delaware limited liability company

BY: _____
NAME _____
(Printed name and title)

EXHIBIT A

Identification of General Conditions

[Attach General Conditions of the Contract for Construction for Montebello Driving Range Project – Topgolf Montebello]

[INTENTIONALLY BLANK]

General Conditions of the Contract for Construction for Montebello Driving Range Project – Topgolf Montebello

for the following PROJECT:
(Name and location or address)

Montebello Driving Range Project - TopGolf Montebello
901 Via Clemente
Montebello, CA 90640

THE OWNER:
(Name and address)

TopGolf USA, Inc.
8750 N. Central Expressway, Suite 1200
Dallas, Texas 75231

THE TENANT:

TopGolf USA MB, LLC
8750 N. Central Expressway, Suite 1200
Dallas, Texas 75231
Designated Representative: Kevin Miner

The Contractor:

McCarthy Building Companies, Inc.
20401 SW Birch Street
Newport Beach, CA 9266
Attn: James Madrid, Executive Vice President
Designated Representative: James Madrid, Executive Vice President

THE ARCHITECT:
(Name and address)

Aria Group Architects, Inc.
830 North Boulevard
Oak Park, Illinois 60301

ARTICLE 1 GENERAL PROVISIONS
§ 1.1 BASIC DEFINITIONS
§ 1.1.1 [INTENTIONALLY DELETED]
§ 1.1.2 THE CONTRACT
The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Change. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants or (4) between any persons or entities other than the Owner, Tenant (but only to the extent specifically obligated) and the Contractor.

§ 1.1.3 THE WORK
The term "Work" means the construction and services required by and subject to the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work constitutes part of the Project. No new Work of any kind performed hereunder shall be considered as extra Work outside the scope of the Contract unless a separate estimate is given for said Work before it is commenced, and it has been ordered under one of the three methods set forth in the Contract Documents. Except for extra Work ordered by the Owner and consented to by Tenant according to unit prices or by changes or additions in the Work embraced in a Change Order issued by it, any extra Work performed will not be paid for by the Owner or Tenant.

§ 1.1.4 THE PROJECT
The Project is the total construction of which the Work performed by Contractor under the Contract Documents may be the whole or a part and which may include construction by the Owner or Tenant and by separate contractors.

§ 1.1.5 THE PLANS

.1 The Plans are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.

.2 The Contractor shall keep one (1) complete and up-to-date set of prints at all times on the job, reserved for use as a record set of changes from the bid set. Throughout the duration of the construction work, this set of prints shall be the responsibility of the Contractor to maintain as a record of all field changes including underground runs, which are installed in locations other than those indicated on the Contract Plans and those that have been indicated as to be field run as located. The lines shall be located on the Plans dimensionally from a fixed point, such as a street-curb line, or centerline, or a permanent structure. A copy of the updated as-built prints and as-built specifications shall be made available to the Owner and Tenant with the monthly progress payment requests.

.3 Contractor progress payment will be contingent upon the as-built Plans and specifications being maintained in current status, and the Owner will not approve progress payments unless these as-built Plans and specifications are current.

.4 As a condition to certifying the final payment under this Contract, within 30 calendar days after substantial completion, the Contractor will submit to the Owner, with a copy to Tenant, the original set of as-built prints as well as the set of as-built specifications. If needed, a complete set of blue line prints of the Plans will be furnished to the Contractor for which the as-built drawings are required. All variations from the Contract Plans and any additional information required by the Specifications shall be entered on the as-

built drawings and specifications as they occur, neatly and legibly, in ink of a contrasting color or otherwise marked as approved by the Owner. Each set of as-built drawings and specification shall be signed and dated before being accepted by the Owner representative at the completion of the Work.

§ 1.1.6 THE SPECIFICATIONS

.1 The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

.2 Where these Specifications or the Building Code stipulate that a material shall conform to the American Society for Testing Materials (ASTM) specifications or other recognized standards, the Contractor shall, when so required, deliver to the Owner an affidavit or certificate in triplicate, signed by the manufacturer or supplier that the material furnished conforms to specifications or standards mentioned. When tests are required, the results of such tests shall be delivered to the City.

.3 References to the "Building Code" are to the edition of the applicable Building Code listed on the drawings, including any amendments thereto.

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

§ 1.1.7 INSTRUMENTS OF SERVICE
Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 INITIAL DECISION MAKER
The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2 and certify termination of the Agreement under Section 14.2.2.

§ 1.1.9 "GMP" as used herein, refers to the Guaranteed Maximum Price.

§ 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

§ 1.2.1 Performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary and required of Contractor to produce the indicated results.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 CAPITALIZATION
Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 INTERPRETATION
In the interest of brevity the Contract Documents frequently omit modifying words such as “all” and “any” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.4.1 Role of City Engineer.
The City Engineer, or his/her authorized representative, in consultation and collaboration with Tenant, will interpret the meaning of any part of the Drawings and Specifications about which any misunderstanding may arise. Should there appear to be any inconsistency or discrepancy in or between the Drawings and Specifications, the Contractor shall refer the matter to the City Engineer, and then proceed without delay to complete the Work under question after the matter has been resolved by the City Engineer. Should the Contractor proceed with the Work without referring the matter to, or obtaining resolution from the City Engineer, Contractor does so on Contractor's own responsibility and without recourse to the City or City's employees, agents, etc. If the Contractor disagrees with the interpretation of the City Engineer, or his/her authorized representative, they shall promptly, and within seven (7) days after receipt of the interpretation, file a Claim under these General Conditions requesting reconsideration.

§ 1.5OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS
§ 1.5.1 The Architect and the Architect’s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Architect’s or Architect’s consultants’ reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Tenant, Architect and the Architect’s consultants.

§ 1.6 TRANSMISSION OF DATA IN DIGITAL FORM
If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

ARTICLE 2 OWNER
§ 2.1 GENERAL
§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner’s approval or authorization. Except as otherwise provided herein, the Architect and Tenant do not have such authority. The term “Owner” means the Owner or the Owner’s authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic’s lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner’s interest therein.

§ 2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER AND TENANT
§ 2.2.1 [Intentionally Deleted].

§ 2.2.2 Contractor shall secure and pay for necessary permits, approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.2.4 The Owner and Tenant shall each furnish information or services required of them by the Contract Documents with reasonable promptness and so as not to delay the progress of the Work. The Owner and Tenant shall each also furnish any other information or services under the Owner's or Tenant's respective control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.2.5 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2 at no charge.

§ 2.3 OWNER'S RIGHT TO STOP THE WORK
If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.4 OWNER'S RIGHT TO CARRY OUT THE WORK
If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness or to cure within a timeframe approved by the Owner, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's reasonable expenses and reasonable compensation for the Architect's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

ARTICLE 3 CONTRACTOR
§ 3.1 GENERAL
§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Tenant, or by tests, inspections or approvals required

or performed by persons or entities other than the Contractor, except for such activities or duties assumed by Owner under the Contract Documents.

§ 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with observable conditions of the site and conditions set forth in the Contract Documents under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall at a time appropriate to the performance of each portion of the Work, review the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Owner and Tenant any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the foregoing parties may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a construction manager including without limitation its responsibility for construction means and methods as described in Section 3.3.1 and not as a licensed design professional.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes as required by current law, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Owner and Tenant, any nonconformity discovered by or made known to the Contractor as a request for information in such form as the foregoing parties may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Owner issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall make Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Tenant for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes as required by current law, rules and regulations, and lawful orders of public authorities and the Contractor shall be entitled to make Claims for any rework required pursuant to Article 15.

§3.2.5. Contractor shall promptly notify Owner and Tenant, in writing, of potential impediments to Contractor's ability to comply with the requirements of the Contract Documents to allow Owner the maximum opportunity to address and respond to them to avoid impact to the Work.

§ 3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences and procedures and for coordinating the construction operations of all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and solely responsible for the jobsite safety of such means, methods, techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Tenant and shall

not proceed with that portion of the Work without further written instructions from Owner. If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor the Contractor shall not be responsible for any loss or damage arising from those Owner-required means, methods, techniques, sequences or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for a visual inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 LABOR AND MATERIALS

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work authorized by the Owner in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Tenant and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them. Contractor shall comply with employment eligibility verification requirements applicable to the Project, and shall not employ any person who is not legally eligible for employment.

§ 3.4.3 None but workers skilled in the various trades required on this contract shall be employed upon the Work. Any mechanic or laborer employed upon the Work who, in the opinion of the Owner, is non-cooperative or who shall prove careless or incompetent, shall be immediately removed from the Work by the Contractor, when notified to do so, and shall not be re-employed upon the Work.

§ 3.4.4 In the event that certain materials or equipment specified are entirely unobtainable or not obtainable in sufficient quantities or within a reasonable time, due to Federal Government restrictions or other causes growing out of the national defense or war programs or pandemic related issues, the awarding entity may permit the use of equal and equivalent materials of other type of manufacture in their place. Before such substitutions can be made, the Contractor shall submit a written statement to the awarding entity setting forth in full the reasons why the materials specified are unobtainable and describing in full the materials which he proposed to supply in their place. Substitutions shall not be made until the approval of the awarding entity and Tenant, in writing, has first been obtained. Should a specified item not be obtainable due to product unavailability, the awarding entity may permit the use of equal and equivalent materials of other type of manufacture in their place. Contractor shall follow the Change procedure to obtain approval.

§ 3.4.5 <u>HOURS OF WORK</u>:

Work in excess of eight (8) hours per day will be permitted by employees of contractors under this Contract only so long as Section 1815 of the Labor Code of California is complied with by such contractors.

§ 3.4.6 <u>SATURDAY, SUNDAY, HOLIDAY, AND OVERTIME WORK</u>:

.1 No construction Work shall be done on Saturdays, Sundays, or holidays recognized by the City government and no Work shall be performed outside of normal Working hours without the consent of the City Engineer, unless required under these specifications. In any event, all Work shall be subject to

approval of the City. Prior to the start of such Work, the Contractor shall arrange with the City for the continuous or periodical inspection of the Work and tests of materials, when necessary. If requests are made by contractors for permission to Work overtime, nights, Saturdays, Sundays, or holidays, and such requests are granted, the Contractor shall bear all extra expense to the City or the awarding entity for inspection and other incidental expenses caused by such overtime work. If Contractor is requested, in the interest of the awarding entity, to work overtime by the City; or if overtime Work is specifically required by these Specifications, all extra expense of inspection will be paid by the City. Should the Contractor find it necessary in order to complete the Work according to schedule to perform certain of Contractor's operations on Saturdays, Sundays, holidays or overtime, these operations shall be performed as part of the Work included in the contract price and shall not constitute a basis for additional payments. Refer to above paragraph for the obligations for the Contractor to assume the cost of inspections.

.2 The City reserves the right to order in writing Work outside of normal working hours to avoid inconvenience of occupants of existing facilities or to perform special operations that, in the judgment of the City best serve the intent of the Contract Documents and the orderly prosecution of the Work. If the City elects to order Work outside of normal working hours, the Contractor shall make all arrangements to supply an adequate Work force for the task to be accomplished and will be compensated for the premium portion of the wages paid, plus labor burdens applicable to the premium portion only of the wages paid. Contractor shall submit copies of Contractor's payrolls indicating the premium wages actually paid, and the City will issue a Change Order to reimburse the Contractor for Contractor's actual costs only.

§ 3.4.7. PREVAILING WAGE SCALE:

.1 The Contractor shall comply with all provisions of the Labor Code of the State of California.

.2 Under the provisions of said Labor Code, the State Department of Industrial Relations will ascertain the prevailing hourly rate in dollars and details pertinent thereto for each craft, classification or type of workers, or mechanic needed to execute any contract which may be awarded by the awarding entity.

.3 Particulars of the current Prevailing Wage Scale, which are applicable to the Work contemplated under these Specifications, are filed with the City and must be posted at the project site.

§ 3.4.8 EMPLOYMENT OF INDENTURED APPRENTICES:

.1 Contractor shall comply with Section 1777.5 and 1777.7, Labor Code, State of California.

.2 All Contractors shall employ registered apprentices at a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman. Contractors shall be responsible for the compliance of all Subcontractors.

.3 Contractor and Subcontractors shall keep an accurate record showing the name of the craft and wage rate of each apprentice and journeyman employed by each entity. Subcontractor shall provide, weekly, such records to the Contractor. Records shall be made available to the Division of Apprenticeship Standards and the City or the awarding entity, for the purpose of determining compliance. Failure to comply may result in withholding payments and other penalties as provided by the Labor Code.

§ 3.4.9 AFFIRMATIVE ACTION PLAN FOR EQUAL EMPLOYMENT OPPORTUNITY:

.1 The following provisions pertaining to equal employment opportunity are incorporated

into this Contract. All references herein to "Contractor" shall be deemed to refer to the "general" Contractor.

.2 During the performance of any construction Contract in excess of $10,000, the Contractor agrees as follows:

.3 The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor certifies and agrees that all persons employed by such firm, Contractor's affiliates, subsidiaries, or holding companies are, and will be, treated equally by the firm without regard to or because of race, color, religion, sex, or national origin and in compliance with all anti-discrimination laws of the United States of America and the State of California.

.4 In all advertisements for labor or other personnel, or requests for employment of any nature, the Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

.5 The Contractor shall deal with Contractor's Subcontractors without regard to or because of race, color, religion, sex or national origin.

.6 The Contractor shall comply with current Federal employment and reporting requirements for City-funded construction contracts. Specifically, the Contractor shall make a good faith effort to comply with federal employment goals for minority and female employment and shall report minority and female employment data in a timely manner on the federal form provided by the contract awarding authority.

.7 The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding, a notice, to be provided by the contract awarding authority, advising the said labor union or workers' representative of the Contractor's commitments under this section.

.8 The Contractor shall allow the City access to Contractor's employment records during regular business hours to verify compliance with these provisions when so requested by the City.

.9 The Contractor agrees that if the City finds that any of the above provisions has been violated, the same shall constitute a material breach of contract upon which the City may determine to cancel, terminate, or suspend the Contract. While the City reserves the right to determine independently that the anti-discrimination provisions of the Contract have been violated, in addition, a determination by the Federal Equal Employment Opportunity Commission or the California Fair Employment and Housing Commission that the Contractor has violated federal or state anti-discrimination laws may constitute a finding by the City that the Contractor has violated the anti-discrimination provisions of the Contract.

.10 At City's option, and in lieu of canceling, terminating, or suspending the Contract, the City may impose damages for any violation of the anti-discrimination provisions of this paragraph, in the amount of two hundred dollars ($200) for each violation found and determined. The City and Contractor specifically agree that the aforesaid amount shall be imposed as liquidated damages, and not as a forfeiture or penalty. It is further specifically agreed that the aforesaid amount is presumed to be the amount of damages sustained by reason of any such violation, because, from the circumstances and the nature of the violation, it is impracticable and extremely difficult to fix actual damages.

.11 The Contractor shall include the provisions of the foregoing Paragraphs 1. through 8 in every subcontract, so that such provisions will be binding upon each Subcontractor performing Work required by this contract.

§ 3.4.10 <u>PAYROLL RECORDS</u>:

.1 The Contractor shall comply with the requirements of Section 1776 of the Labor Code, State of

California. The Contractor and its subcontractors shall maintain payroll records as enumerated in Labor Code Section 1776 (a). When requested by the City, the Contractor and its subcontractors shall submit to the City a copy of all weekly certified payrolls, indicating that the wage rates are not less than those determined by the State of California Department of Industrial Relations and the classifications set forth for each laborer or mechanic conform with the Work they performed. Contractor shall submit a weekly payroll report" (Form 347, A-1-131, or similar) shall accompanied by a written declaration, made under penalty of perjury. The Contractor shall be responsible for the submission of copies of payrolls for all subcontractors within ten (10) days after their payroll period. Failure of the Contractor to comply with the Labor Code requirements to pay prevailing wages and to maintain certified payroll records may result in withholding from progress payments amounts for underpaid wages and penalties as authorized by the Labor Code.

.2 When requested by the City, the Contractor, all subcontractors, and some subconsultants will be required to submit certain certified payrolls and labor compliance documentation electronically at the discretion of, and in the manner specified by the City.

.3 Electronic submittal will be a web-based system, accessed on the World Wide Web by a web browser. The Contractor, its subcontractors, and certain subconsultants will be given a log on identification and password to access the web-based labor compliance reporting system.

.4 Use of the web-based system will entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked and hours worked on this project, wage and benefit rates paid, etc. In addition, the Contractor may use payroll and accounting software that is capable of interfacing with the web-based system. The payroll and accounting software must be capable of generating a 'comma delimited file' or 'comma separated value (CSV) file' that will interface with the web-based system.

.5 This requirement applies to all subcontractors, subconsultants, and vendors required to submit certified payrolls and provide labor compliance documentation. The information may be used to provide statistical informational data to public or jurisdictional agencies.

§ 3.5 WARRANTY

The Contractor warrants to the Owner and Tenant that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise for a period of one (1) year following Substantial Completion. The Contractor further warrants that for such one (1) year period the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents or instructions from Owner or Tenant require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor’s warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. Other than the foregoing warranty, Contractor makes no other warranty or representation for Work. Longer term warranties that may be required by the Contract Documents shall be provided directly by the relevant subcontractor, vendor or manufacturer directly to Owner and Contractor shall have no responsibility for such extended warranties. Contractor’s rights to payment and reimbursement of Costs of the Work are expressly available to Contractor for Work performed under this Section.

§ 3.6 TAXES

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 PERMITS, FEES, NOTICES, AND COMPLIANCE WITH LAWS

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded. Contractor represents that it is qualified and, as necessary, licensed to perform the Work. Contractor's failure to possess and maintain all necessary licenses shall constitute a default and material breach of this Agreement. To comply with Section 3800 of the Labor Code of the State of California, the Contractor and all Subcontractors requiring a permit (building, plumbing, grading, electrical, etc.) shall file a Workers' Compensation Certificate with the Department of Public Works.

§ 3.7.2 The Contractor shall comply with and give notices as required by then current applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. Contractor is responsible for scheduling inspections related to the Work and ensuring that Work is complete for inspections.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes as required by current law, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions.

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents in the relevant location, the Contractor shall promptly provide notice to the Owner and the Tenant before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The Owner will promptly investigate such conditions and, if the Owner determines that they differ and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum. Guaranteed Maximum Price or Contract Time, or all of the foregoing. If the Owner determines that the conditions at the site are not different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Owner shall notify the Contractor in writing within seven (7) days of Contractor's notification under this section, stating the reasons. If the Owner and Contractor cannot agree on an adjustment in the Contract Sum, GMP or Contract Time, the adjustment shall be referred to the Initial Decision Maker for an initial determination, subject to further proceedings pursuant to Article 15. If either party disputes the Initial Decision Maker's determination or recommendation, that party may proceed as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters objects or conditions that Contractor in good faith believes to be human remains, burial markers, archaeological sites, wetlands or other conditions that would warrant a suspicion that such matters are being encountered during the Work although they are not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Tenant. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features and adjustments to the Contract Sum, GMP and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 ALLOWANCES

§ 3.8.1 The Contractor has included in the GMP all allowances stated in the Contract Documents. Items covered by allowances shall be supplied by such persons or entities as the Owner, or Tenant on Owner's behalf, may direct, but the Contractor shall not be required to employ persons or entities to whom the

Contractor has reasonable objection and shall not be required to proceed if Work subject to an allowance is not approved by Owner.

§ 3.8.2 Unless otherwise provided in, or inconsistent with any of the Contract Documents, and provided that the item selected is reasonably similar to that anticipated by the allowance:

- **.1** allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- **.2** Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- **.3** whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

The Contractor makes no representation or warranty as to the accuracy or sufficiency of any allowance amounts; provided, however, Contractor shall report all expenditures for any given allowance to Owner, plus reasonable backup documentation.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness so as not to delay the progress of the Work. If such selection causes delay, the Contract Time, Contract Sum and the GMP may be adjusted in accordance with the provisions of Article 7 and/or Article 15.

§ 3.9 SUPERINTENDENT

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site at all times during performance of the Work, including Work of Subcontractors and deliveries of equipment or materials. The superintendent shall represent the Contractor, and except as otherwise provided herein, communications given to the superintendent shall be as binding as if given to the Contractor. Contractor's Superintendent shall be able to communicate with Contractor's employees and Subcontractors. Owner and Tenant shall be furnished with a 24-hour contact number and email address of the Superintendent.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner and Tenant the name and qualifications of a proposed superintendent. The Owner may reply within 14 days to the Contractor in writing stating (1) whether the Owner (on behalf of itself or Tenant) has reasonable objection to the proposed superintendent or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Tenant has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 [INTENTIONALLY DELETED].

§ 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner and Tenant one copy each of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Owner and Tenant and shall be delivered to the Owner and Tenant upon completion of the Work as a record of the Work as constructed.

§ 3.12 SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. Their purpose is to demonstrate the way by which the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Owner is subject to the limitations of Section 4.2.7. Informational submittals upon which the Owner is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Owner without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Architect Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the Owner or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors, which review shall be accomplished in seven (7) days or less.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor or its Subcontractor represents to the Owner and Tenant that the Contractor or its Subcontractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Owner.

§ 3.12.8 The Work shall be in accordance with approved submittals approved by the Owner, except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Owner's approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Owner in writing of such deviation at the time of submittal and (1) the Owner has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Owner's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Owner on previous submittals. In the absence of such written notice, the Owner 's review or approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering. The Contractor shall not be required to provide professional services in violation

of applicable law. If professional design services or certifications by a design professional related to systems, materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner will specify all performance and design criteria that such services must satisfy. The Contractor or its Subcontractor shall cause such services or certifications to be provided by a properly licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Owner. The Owner, Tenant, and Contractor shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals. Pursuant to this Section 3.12.10, the Owner will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Contractor shall not be responsible for the adequacy, accuracy or completeness of the services, certifications or approvals provided by such design professional or for any performance and design criteria provided by such design professionals.

§ 3.13 USE OF SITE
The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 CUTTING AND PATCHING
§ 3.14.1 The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly as reasonably consistent with the requirements or information contained in the Contract Documents, if applicable. All areas requiring cutting, fitting and patching shall be restored to the condition existing prior to the cutting, fitting and patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner, Tenant, or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner, Tenant or a separate contractor except with written consent of the Owner; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner, Tenant, or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

§ 3.15 CLEANING UP
§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to deduct the reasonable cost of so doing from either retainage [provided there are sufficient funds] or the amounts paid (or to be paid) to the Contractor.

§ 3.16 ACCESS TO WORK
The Contractor shall provide the Owner and Tenant access to the Work in preparation and progress wherever located. Subcontractors of the Contractor, Owner, or Tenant shall execute a Site Access Agreement in a form approved by Owner prior to accessing the work site.

§ 3.17 ROYALTIES, PATENTS AND COPYRIGHTS
The Contractor shall pay all royalties and license fees specifically identified as required in the Contract Documents. The Contractor shall defend suits or claims for infringement of copyrights and patent rights for

the failure to pay such royalty and license fees and shall hold the Owner harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Tenant. However, if the Contractor knows that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall promptly advise the Owner and Tenant.

§ 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law and to the extent not covered by the Owner's obligation to the Contractor under the Contract Documents, the Contractor shall indemnify and hold harmless the Owner, the Tenant, and their respective agents and employees from and against claims, damages, losses and expenses, including but not limited to attorneys' fees should Contractor not provide a defense of Owner and/or Tenant, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than (a) the Work itself and/or (b) the materials, furnishings, equipment and other items contained therein), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 3.18. In no event shall the Architect or any other designer be deemed to be an Indemnitee under this paragraph.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 GENERAL

§ 4.1.1 The Contractor agrees and acknowledges that Tenant has retained an architect lawfully licensed to practice architecture or an entity lawfully practicing architecture in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 4.1.2 Intentionally omitted.

§ 4.1.3 If the employment of the Architect is terminated, the Owner (unless Tenant does so on behalf of Owner) shall employ a successor architect as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect and whose responsibilities shall be those required of the Architect being replaced.

§ 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The Owner, in close collaboration and in reliance on the professional / industry experience of the Tenant, will provide administration of the Contract as described in the Contract Documents (1) during construction (2) until final payment is due and (3) from time to time during the one year period for correction of Work described in Section 12.2.. The Tenant will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 [INTENTIONALLY DELETED].

§ 4.2.3 On the basis of the site visits, the Tenant will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the

Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The Owner will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Owner will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 COMMUNICATIONS FACILITATING CONTRACT ADMINISTRATION
Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner, Tenant and Contractor shall endeavor to communicate with each party's Designated Representatives.

§ 4.2.5 Based on the Tenant's evaluations of the Contractor's Applications for Payment, the Tenat will review and certify the amounts due the Contractor in connection with an Application for Payment submitted by Contractor to Owner.

§ 4.2.6 The Tenant has authority to reject Work that does not conform to the Contract Documents. Whenever the Tenant considers it necessary or advisable, either or both will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Tenant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Tenant to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Tenant will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Tenant's action will be taken with reasonable promptness while allowing sufficient time in the Tenant's professional judgment to permit adequate review but in no event later than 7 days. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other immaterial details such as quantities, or for substantiating instructions for installation of equipment or systems unrelated to the design concept, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Tenant's review of the Contractor's submittals shall not relieve the Contractor or its Subcontractors of the obligations under Sections 3.3, 3.5 and 3.12. The Tenant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Tenant, of any construction means, methods, techniques, sequences or procedures. The Tenant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 Intentionally Deleted.

§ 4.2.9 Intentionally Deleted.

§ 4.2.10 The Contractor, Owner and Tenant will each provide one or more project representatives to assist in carrying out the their respective responsibilities at the site.

§ 4.2.11 [INTENTIONALLY DELETED].

§ 4.2.12 [INTENTIOANLLY DELETED].

§ 4.2.13 [INTENTIONALLY DELETED].

§ 4.2.14 The Owner will review and respond to requests for information about the Contract Documents. The Owner's response to such requests will be made in writing within any time limits agreed upon or otherwise

so as not to delay the progress of the Work. If appropriate, the Owner will prepare and issue, or cause Tenant to prepare and issue, supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Tenant has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Tenant has reasonable and timely objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Tenant has no reasonable objection. If the proposed but rejected Subcontractor was, in the Contractor's professional opinion, reasonably capable of performing the Work, the Contract Sum, GMP and Contract Time may be increased or decreased, in accordance with the provisions of Article 7 and/or Article 15, by the difference, if any, occasioned by such objection, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work..

§ 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner. Each subcontract agreement shall preserve and protect the rights of the Owner together with such other terms and conditions as Contractor may deem appropriate under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. Upon written request the Contractor shall make available to each proposed Subcontractor for review, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound.

§ 5.4 CONTINGENT ASSIGNMENT OF SUBCONTRACTS

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

.1 assignment is effective only after termination of the Contract in accordance with the Contract Documents by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor in writing; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, and if a Subcontractor provides backup for additional costs arising from the suspension, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon such assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

§ 5.4.4 Upon such assignment, the Owner shall be responsible for payment to Subcontractors only for amounts not paid to Contractor, and Contractor shall indemnify Owner for any subcontractor claims related to amounts paid by Owner to Contractor for Subcontractor's work, for which Contractor did not pay Subcontractor. Owner shall indemnify Contractor for Subcontractor claims pertaining to unpaid amounts for periods from and after the date of assignment to Owner, as well as for unpaid Subcontractor claims arising or accruing prior to the date of the assignment for which a Subcontractor is entitled pursuant to its subcontract and which the Owner would have been responsible , but for the assignment, to pay the Contractor in accordance with the terms of the Contract Documents.

§ 5.4.4 5 LIST OF SUBCONTRACTORS AND SUBLETTING WORK:

.1 No part of the construction Work shall be done as piece Work, nor shall it be let to a Subcontractor after the execution of the original contract except as provided by law. In case part of the Work should be sublet, these Conditions of the Contract shall govern each trade insofar as they may apply to the Work of that trade.

.2 Where more than one Contractor or where Subcontractors are engaged upon the Work, they shall coordinate their efforts and shall be responsible, one to the other, for any damage or injury to the work.

.3 Contractor shall be governed by the provisions of Sections 4100 to 4113, inclusive, of the Public Contract Code of the State of California. Contractor shall set forth, on forms provided for same, the name and location of the mill, shop, or office of each Subcontractor who performs the Work or labor or renders service to the Contractor in or about the construction of the Work, and the portion of the Work which shall be done by each Subcontractor.

.3 No subcontract shall be assigned or transferred except as provided in the Contract Documents.

.4 In case any Work is let to a Subcontractor, the Contractor shall be at all times responsible for the Work so done to same extent as if the Contractor were doing or had done the Work.

.5 If a Subcontractor is named who shall perform the Work or labor or render service to the Contractor with respect to a material specified or indicated by patent or proprietary name and/or by the name of the manufacturer, and such Subcontractor cannot reasonably act with like respect to the material offered as an equal then, the Bidder shall, in his Bid Form, include with the pertinent data to be listed on the "Equals" page(s), the name and address of the Subcontractor who shall act with respect to the equal material.

.6 In accordance with Public Contract Code Sections 4100, et seq., the Contractor must list

all subcontractors who shall perform in excess of one-half of one percent of the Work.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 OWNER'S AND TENANT'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

§ 6.1.1 The Owner and Tenant reserve the right to perform construction or operations related to the Project with their own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under the General Conditions identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner or Tenant, the Contractor shall make such Claim as provided in Article 15.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" as applicable in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner and Tenant shall provide for coordination of the activities of their own forces and of each separate contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate in a meeting with other separate contractors and the Owner and Tenant to review construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner or Tenant performs construction or operations related to the Project with their own forces, the Owner or Tenant shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor under the Conditions of the Contract.

§ 6.2 MUTUAL RESPONSIBILITY

§ 6.2.1 The Contractor shall afford the Owner, Tenant, and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as specifically required by the Contract Documents and provided that such accommodations will not cause delay or disruption to Contractor's performance of the Work..

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner, Tenant, or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Architect and applicable party discrepancies or defects discovered in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's, Tenant's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then discovered.

§ 6.2.3 [INTENTIONALLY DELETED]

§ 6.2.4 The Contractor shall promptly remedy damage the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner, Tenant, or separate contractors as provided in Section 10.2.5.

§ 6.2.5 The Owner, Tenant and each separate contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 OWNER'S RIGHT TO CLEAN UP
If a dispute arises among the Contractor, separate contractors and the Owner or Tenant as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and will reasonably allocate the cost among those responsible as further provided in Section 3.15.2.

ARTICLE 7 CHANGES IN THE WORK
§ 7.1 GENERAL
§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and the Contract Documents.

§ 7.1.2 [INTENTIONALLY DELETED].

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order, Construction Change Directive or order for a minor change in the Work.

§ 7.2 [INTENTIONALLY DELETED].

§ 7.3 [INTENTIONALLY DELETED].

§ 7.4 MINOR CHANGES IN THE WORK
The Owner has authority to order minor changes in the Work not involving adjustment in the Contract Sum, GMP or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the Owner and shall be consented to by the Tenant and Contractor.

ARTICLE 8 TIME
§ 8.1 DEFINITIONS
§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Owner in accordance with these General Conditions.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 PROGRESS AND COMPLETION
§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by the Contract Documents to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 DELAYS AND EXTENSIONS OF TIME

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by an act or neglect of the Owner, Tenant or Architect, or of an employee of any of the foregoing, or of a separate contractor employed by the Owner or Tenant; or by changes ordered in the Work; or by labor disputes not caused by contractor, fire, unusual delay in deliveries due to supply chain issues, war, terrorism, incidents of disease or other illness that reaches outbreak, epidemic, endemic and/or pandemic proportions, unavoidable casualties or other causes beyond the Contractor's reasonable control; or by delay authorized by the Contract Documents or by the Owner pending mediation and arbitration; then the Contract Time shall be extended by Change Order for such reasonable time as the Parties agree arise out of or relate to such cause. Contractor shall not be entitled to an Extension of Time unless it gave notice to Owner of the event giving rise to the potential delay as soon as practicable after Contractor knew of the event, to afford Owner the opportunity to address the issue.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 The Contractor's sole remedy in any such case shall be an extension of time and cost incurred, and in no event shall the Owner or Tenant be liable to the Contractor or any Subcontractor or Supplier, any other person or any surety for or any employee or agent of any of them, for any damages arising out of or associated with any delay or hindrance to the Work, regardless of the source of the delay or hindrance, including events of Force Majeure, unless SUCH DELAY OR HINDRANCE RESULTS FROM OR IS DUE TO THE SOLE NEGLIGENCE OF THE OWNER OR TENANT.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 CONTRACT SUM

The Contract Sum is stated in the Agreement and, including authorized Change Orders, is the total amount payable to the Contractor for performance of the Work under the Contract Documents.

§ 9.2 SCHEDULE OF VALUES

[INTENTIONALLY DELTETED].

§ 9.3 APPLICATIONS FOR PAYMENT

§ 9.3.1 Intentionally deleted.

§ 9.3.1.1 Intentionally deleted.

§ 9.3.1.2 If the Contract is for other than a stipulated sum, Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance to the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with any procedures set forth in the Contract Documents to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance storage and transportation to the site for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrany6ts that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that, unless expressly stated otherwise, upon submittal of an Application for Payment all Work for which Certificates for Payment have

been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

§ 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The Tenant will, within five days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Tenant determines is properly due, or notify the Contractor and Owner in writing of the Tenant's reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Tenant to the Owner, based on the Tenant's evaluation of the Work and the data comprising the Application for Payment, that, to the best of the Tenant's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Tenant. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Tenant has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 DECISIONS TO WITHHOLD CERTIFICATION

§ 9.5.1 The Tenant may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner from losses or Work for which Contractor is responsible under the Contract Documents, if the Tenant's representations to the Owner required by Section 9.4.2 cannot be made. If the Tenant is unable to so certify payment in the amount of the Application, the Tenant will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Tenant cannot agree on a revised amount, the Tenant will promptly issue a Certificate for Payment for the amount which the Tenant is able to make such representations to the Owner. The Tenant may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Tenant 's opinion to protect the Owner from loss or Work for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied following written notice from the Owner or Tenant and a reasonable period of time:
- **.2** uninsured third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments when due to Subcontractors or for labor, materials or equipment
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum
- **.5** uninsured physical damage to the Owner's property; or
- **7.** repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When any of the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.3 If the Tenant withholds Certification for Payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment suppliers to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Tenant and the Tenant will reflect such payment on the next Certificate for Payment.

§ 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the Tenant has issued a Certificate for Payment, and the Owner has completed such other inspections or investigations of the Work to verify the accuracy of Contractor's Payment Application as deemed necessary by Owner, the Owner shall make payment in the manner and within the time provided in the Contract Documents.

§ 9.6.2 The Contractor shall pay each Subcontractor no later than seven (7) days after receipt of payment from the Owner in accordance with the terms of the Subcontract the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 Intentionally omitted.

§ 9.6.4 The Owner and Tenant have the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and material and equipment suppliers amounts paid by the Owner or Tenant to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner and Tenant shall have the right to contact Subcontractors to ascertain whether they have been properly paid. Neither the Owner nor Tenant shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner or Tenant shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner or Tenant. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision, or create any rights in favor of Subcontractors or suppliers.

§ 9.7 FAILURE OF PAYMENT

If the Tenant does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Tenant or awarded by binding dispute resolution, then the Contractor may, upon seven additional day written notice to the Owner and Tenant, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the GMP, shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 SUBSTANTIAL COMPLETION

§ 9.8.1 The date of Substantial Completion of the Work, or designated portion thereof as set forth in the Contract Documents, is the date certified by the Owner, and approved in writing by Tenant, when construction is sufficiently complete, in accordance with the Contract Documents, so the Owner or Tenant may occupy or use the Work, or designated portion thereof, for the use for which it is intended.

§ 9.8.2 When the Contractor considers that the Work, or designated portion thereof as set forth in the Contract Documents, is substantially complete as defined above, the Contractor shall prepare for submission to the Owner and Tenant a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. When the Owner, with written concurrence of the Tenant, determines that the Work or designated portion thereof is substantially complete, the Owner will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion.

§ 9.8.3 The Certificate shall state the responsibilities of the Owner, Tenant, and the Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance, and shall list remaining items to be corrected or completed. The Work not fully completed or corrected shall be completed to the satisfaction of the Owner and Tenant within thirty (30) calendar days after Substantial Completion, or within a period of time mutually agreed upon between the Contractor and the Owner and Tenant. In the event the Contractor fails to complete or correct the remaining items within the allotted time, the Owner, with written consent of Tenant, may complete or correct the items and deduct the cost thereof from the Contract amount.

§ 9.8.4 Upon Substantial Completion of the Work or designated portions thereof, and upon application of the Contractor, the Owner, in Owner's sole discretion, may release and/or reduce the amounts retained subject to the limitations of Public Contract Code Section 9203.

§ 9.8.5 In accordance with the General Conditions, the Owner reserves the right to occupy substantially completed portions of the Work and any such portion shall be subject to the above provisions for Substantial Completion.

§ 9.9 OCCUPANCY BY THE OWNER OR TENANT.

§ 9.9.1 The Contractor, Contractor's employees, and representatives will be admitted by the Owner and Tenant to the premises for the purpose of executing the Work to be performed under this contract, but they shall have no tenancy.

§ 9.9.2 It is further understood that the Owner (or Tenant under the Sublease) shall have the right to take temporary possession of, or use any portion of, any substantially completed part of the Work. Before taking possession of any Work, the Owner and Tenant shall furnish the Contractor a list of items of Work remaining to be performed or corrected on those portions of the Work that the Owner or Tenant intends to take possession of or use. However, a failure of the Owner or Tenant to list any item of Work shall not relieve the Contractor of responsibility for complying with the terms of the Contract. The Owner’s or Tenant’s possession or use shall not be deemed an acceptance of any Work under the Contract.

§ 9.9.3 While the Owner (or Tenant) has such possession or use, the Contractor shall be relieved of the responsibility for the loss of, or damage to, the Work in place resulting from the Owner or Tenant’s possession or use. If prior possession or use by the Owner or Tenant delays the progress of the Work or causes additional expense to the Contractor, an adjustment may be made in the Contract Amount or the Contract Time, under the applicable scheduling and cost provisions of this Contract.

§ 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon completion of the items on the list provided in accordance with Section 9.8. or, if no list, upon receipt of the Contractor’s written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Tenant and Owner will promptly make such inspection and,

when the Tenant and Owner finds the Work required of Contractor under the Contract Documents and the Contract fully performed, the Tenant will promptly issue a final Certificate for Payment stating that to the best of the Tenant's knowledge, information and belief, and on the basis of the Tenant's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Tenant's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Owner and Tenant (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property, or Tenant or the Tenant's Propety, might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, or will be paid upon final payment by Owner, (2) a certificate evidencing that insurance if required by the Contract Documents to remain in force after final payment, is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner and Tenant, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5) other data establishing payment or satisfaction of mechanic's liens filed by Subcontractors or suppliers to Contractor's obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract and the Work paid for by Owner or Tenant, to the extent and in such form as may be designated by the Owner with Tenant's written consent. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner and Tenant to indemnify, defend and hold harmless the Owner and Tenant against such lien and any related costs including without limitation attorneys' fees and court costs, in exchange for which the Owner or Tenant shall make final payment, or, if no such bond is provided and subject to applicable laws, Owner or Tenant may withhold the final certification or payment to the applicable Subcontractor or supplier until such lien is no longer a viable encumbrance. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner or Tenant all money that the Owner or Tenant may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Tenant so confirms, the Owner shall, upon application by the Contractor and certification by the Tenant, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Tenant prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents then unknown to the Owner; or
- **.3** terms of special warranties required by the Contract Documents.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment and any amount withheld.

§9.10.6 LIQUIDATED DAMAGES

§ 9.10.6.1 Intentionally deleted.

§_9.10.6.3_Not a Waiver: The liquidated damages described in the Contract Documents are intended to compensate the Owner and Tenant for damages associated with the failure of the Contractor to timely complete the Work within the applicable Contract Times. The foregoing liquidated damages provision shall not constitute a waiver by the Owner or Tenant of any rights and remedies under the Contract Documents, or at law or in equity, that the Owner or Tenant may have for the Contractor's failure to comply with any of its obligations under the Contract Documents other than the obligation to timely complete the Work.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 SAFETY PRECAUTIONS AND PROGRAMS

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 SAFETY OF PERSONS AND PROPERTY

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to

- **.1** employees on the Work and other persons who may be affected thereby;
- **.2** the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
- **.3** other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

§ 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner, Tenant, or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are separate from and are not to be construed as being included in the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall include the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Tenant.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 <u>CONTRACTOR SAFETY REQUIREMENTS</u>:

In the performance of this Contract, the Contractor shall comply with all applicable federal, state, and local laws governing safety, health, and sanitation.

.1 Jobsite Safety: The Contractor shall be solely responsible for ensuring that all work performed under the Contract is performed in strict compliance with all applicable Federal, State and local occupational safety regulations. The Contractor shall provide at its expense all safeguards, safety devices, and protective equipment, and shall take any and all actions appropriate to providing a safe jobsite.

.2 Project Safety Official: The Contractor shall designate in writing a Project Safety Official who shall be at the jobsite at all times, and who shall be thoroughly familiar with the Contractor's Injury and Illness Prevention Program (IIPP) and Code of Safe Practices (CSP). The Project Safety Official shall be available at all times to abate any potential safety hazards and shall have the authority and responsibility to shut down an operation, if necessary. Failure by the Contractor to provide the required Project Safety Official shall be grounds for the Owner to direct the cessation of all work activities and operations at no cost to the Owner until such time as the Contract is in compliance.

.3 Safety Indemnification: To the extent allowed by law, the Contractor agrees to defend, indemnify and hold harmless the Owner and its officers, employees, and agents from and against any and all investigations, complaints, citations, liability, expense (including defense costs and legal fees), claims and/or causes of action for damages of any nature whatsoever, including but not limited to injury or death to employees of the Contractor, its subcontractors or Owner attributable to any alleged act or omission of the Contractor or its subcontractor which is in violation of any CAL/OSHA regulation. The obligation to defend, indemnify and hold harmless includes all investigations and proceedings associated with purported violations of Section 336.10 of Title 8 of the California Code of Regulations pertaining to multi-employer work sites. The Owner may deduct from any payment otherwise due the Contractor any costs incurred or anticipated to be incurred by the Owner, including legal fees and staff costs, associated with any investigation or enforcement proceeding brought by CAL/OSHA arising out of the Work.

§ 10.2.8 INJURY OR DAMAGE TO PERSON OR PROPERTY

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.2.9 In the event the Contractor identifies activities or conditions during performance of the Work or at the Project, which, in the Contractor's good faith opinion, pose an unreasonable risk of bodily injury or property damage, whether immediate or in the future, the Contractor shall have the right to immediately take steps to protect its personnel and Subcontractors and stop Work and remove its personnel from the affected area, and notify the Owner and Tenant of such activity or condition. In taking action as provided under this paragraph, the Contractor may be entitled to an increase in the Contract Time and an equitable adjustment to the Contract Sum and Guaranteed Maximum Price for any additional costs and/or time lost as a consequence thereof.

§ 10.3 HAZARDOUS MATERIALS

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor

shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Tenant in writing.

§ 10.3.2 Upon receipt of the Contractor's written notice, the Owner or Tenant, as agreed among them, shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Tenant the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Tenant has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor or Tenant have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner, Tenant, and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shut-down, delay and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for materials or substances the Contractor or Tenant brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for materials or substances required by the Contract Documents, except to the extent of the Contractor's or Tenant's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred, but only if the hazardous material or substance existed on site prior to commencement of the work.

§ 10.4 EMERGENCIES

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 CONTRACTOR'S LIABILITY INSURANCE

Prior to commencing performance of the Work, Contractor shall procure the insurance of the types and amounts set forth below, and shall keep and maintain such insurance until a final certificate of occupancy is issued for the Project, except as otherwise stated in the Contract Documents. Contractor shall pay any deductibles and self-insured retentions under all insurance policies issued in satisfaction of the terms of the Contract Documents.

§ 11.1.1 Builders Risk Insurance.

During performance of the Work and pending issuance of a Certificate of Occupancy for the Project, Contractor shall maintain Builder's Risk Insurance to be written on an All Risk Completed Value form, in an aggregate amount equal to 100% of the completed insurable value of the Project or portion of the Project on which such contractor is performing work and shall name the Trustee for the Bonds as loss payee under the policy or policies. Such coverage shall:

.1 Insure against damage from perils covered by the Causes-of-Loss Special Form (ISO form CP 10 30), and be endorsed to include earthquake, flood, ordinance or law coverage, coverage for temporary offsite storage, debris removal, pollutant cleanup and removal, testing, preservation of property, excavation costs, landscaping, shrubs and plants and full collapse coverage during construction (without restricting collapse coverage to specified perils).

.2 If Contractor's work involves testing air conditioning systems, boilers, pressure vessels, major machinery or major electrical panels, policy shall include coverage for such testing.

3. Owner, Tenant and subcontractors will be included as additional insureds under the builder's risk policy, as their interests may appear.

§ 11.1.2 Workers' Compensation Insurance.

Contractor shall submit written proof that Contractor is insured against employer's liability for workers' compensation in accordance with the provisions of Section 3700 of the Labor Code. Said policy shall provide for indemnification of the employer against direct or contingent loss or liability for damages for bodily and personal injury or disease of an employee. Said policy shall provide coverage in the minimum liability limits of $1,000,000 per accident for bodily injury and disease. By executing the Contract Documents, Contractor makes the following certification, required by Section 1861 of the Labor Code:

"I am aware of the provisions of section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of the Lease."

Contractor shall require each contractor and subcontractor performing work on the Project to provide workers' compensation coverage for all of such contractor's or subcontractor's employees, unless the contractor's or subcontractor's employees are covered by workers' compensation insurance provided by Contractor. If any class of employees engaged in work or services performed in connection with the Project is not covered by Labor Code Section 3700, Contractor shall provide and/or require each contractor or subcontractor to provide adequate workers' compensation insurance covering such employees. Each workers' compensation policy procured pursuant to this Section shall contain a full waiver of subrogation clause in favor of the Owner.

§ 11.1.3 Commercial General Liability Insurance.

Contractor shall carry and maintain Commercial General Liability which shall be written on ISO policy form CG 00 01 or its equivalent and which provides the following:

.1 Minimum coverage: Bodily injury limits of $2,000,000 for each occurrence; property damage limits of $2,000,000 for each occurrence, $4,000,000 aggregate.

.2 Products/Completed Operations Hazard Insurance in an amount of not less than TWO MILLION DOLLARS ($2,000,000);

.3 A combined single limit policy with aggregate limits in an amount of not less than TWO MILLION DOLLARS ($2,000,000) shall be considered equivalent to the said required minimum limits set forth herein above. Limits of insurance may be met with a combination of primary and umbrella/excess coverage.

.4 Subcontractors to maintain Commercial General Liability insurance with minimum limits of $1,000,000 per occurrence, $1,000,000 personal and advertising injury, $2,000,000 general aggregate and $2,000,000 products completed operations hazard aggregate.

.5 If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

.6 Owner and Tenant will be included as additional insureds under the commercial general liability policy.

§ 11.1.4 Personal Property.
Contractor shall maintain personal property or renters insurance during the term of this Agreement, in an aggregate amount equal to 100% of the replacement value of Contractor property and equipment stored or kept on the project site.

§ 11.1.5 Automobile Insurance.
Contractor shall maintain Automobile Liability Insurance against claims of personal injury (including bodily injury and death) and property damage covering all owned, leased, hired and non-owned vehicles used in the performance of the contractor's obligations with minimum limits for bodily injury and property damage of FIVE MILLION DOLLARS ($5,000,000) each occurrence, and subcontractors must carry such coverage with limits of $1,000,000.00. Such automobile liability insurance shall be provided by a business or commercial vehicle policy. Such coverage shall be written on ISO form CA 00 01 or its equivalent. Owner and Tenant will be included as additional insureds under the automobile liability policy.

§ 11.2. General Insurance Provisions.

.1 Any insurance coverage required under the Contract Documents shall be written on an occurrence basis. The applicable certificate of insurance must clearly provide that the coverage is on an "occurrence" basis.

.2 All of the insurance coverage required under the Contract Documents shall be maintained by Contractor and shall not be reduced, modified, or canceled without, at least, thirty (30) days prior written notice to Owner. Contractor shall immediately obtain replacement coverage for any insurance policy that is terminated, canceled, non-renewed, or whose policy limits are exhausted or upon insolvency of the insurer that issued the policy.

.3 All insurance to be obtained and maintained by Tenant under this Section shall be issued by a company or companies listed in the then current "Best's Key Rating Guide" publication with a minimum of an "A-7" rating.

.4 Owner will not accept self-insurance in satisfaction of the insurance requirements of the Contract Documents.

.5 All insurance obtained and maintained by Contractor in satisfaction of the requirements of the Contract Documents shall be primary to and not contributing to any insurance maintained by the Owner or the Tenant.

.6 Insurance coverage in the minimum amounts set forth in the Contract Documents shall not be construed to relieve Contractor of any liability, whether within, outside, or in excess of such coverage, and regardless of solvency or insolvency of the insurer that issues the coverage; nor shall it preclude the Owner from taking such other actions as are available to them under any other provision of the Contract Documents or otherwise at law.

.7 Failure by Contractor to maintain all insurance coverage required by the Contract Documents in effect shall be an event of default by Contractor. Owner, at its sole option, may exercise any remedy available to them in connection with such an event of default. Alternatively, Owner may, at its sole option, purchase any such required insurance coverage and Owner shall be entitled to immediate payment from Contractor for any premiums and associated costs paid by Owner for such insurance coverage. Any election by Owner to purchase or not to purchase insurance otherwise required to be carried by Contractor shall not relieve Contractor of its obligation to obtain and maintain the insurance coverage required by the Contract Documents.

.8 Payment of Insurance Proceeds. Proceeds of any policies of liability insurance required above shall be applied toward extinguishment or satisfaction of the liability with respect to which the insurance proceeds shall have been paid, and shall be governed by and applied as required by the indenture for the Series 2022B Bonds issued for the Project.

.9 Cooperation. Each Party shall cooperate with the other Party, each at their own expense, in filing any proof of loss with respect to any insurance policy maintained pursuant to the Contract Documents and in the prosecution or defense of any prospective or pending condemnation proceeding with respect to the Project or any portion thereof

10. Waiver of Subrogation**.** Owner hereby releases Contractor and Contractor hereby releases Owner from any and all liability for loss, damage or injury to the property of the other in or about the Work or Project which is caused by or results from a peril or event or happening which is covered by insurance actually carried and in force at the time of the loss by the party sustaining such loss; provided, however, that such waiver shall be effective only to the extent permitted by the insurance covering such loss and to the extent such insurance is not prejudiced

§ 11.3 TENANT'S INSURANCE; PROFESSIONAL LIABILITY PROTECTION

If Tenant hires a consultant to provide design services, such as architectural or engineering services in connection with the Project, or any portion of the Project, Tenant shall require each such consultant to provide Professional Liability (Errors and Omissions) Insurance, for liability arising out of, or in connection with, the performance of such design services, with limits of not less than TWO MILLION DOLLARS ($2,000,000) per incident and not less than TWO MILLION DOLLARS ($2,000,000) aggregate.

§ 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives

all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 Intentionally Deleted.

§ 11.3.6 Intentionally Deleted .

§ 11.3.7 WAIVERS OF SUBROGATION
The Owner and Contractor waive all rights against (1) each other and any of their subcontractors of all tiers, agents and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the Tenant, Tenant's consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.4 [INTENTIONALLY DELETED].

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 UNCOVERING OF WORK
§ 12.1.1 If a portion of the Work is covered contrary to the Owner's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Owner, be uncovered for the Owner's examination and be replaced Contractor's expense without change in the Contract Time or GMP.

§ 12.1.2 If a portion of the Work has been covered that the Owner has not specifically requested to examine prior to its being covered, the Owner may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be Contractor's expense without adjustment to the GMP unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs and the parties may increase the GMP and/or extend the Contract Time.

§ 12.2 CORRECTION OF WORK
§ 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION
The Contractor shall promptly correct Work properly rejected by the Ownerfor failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the professional design services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 AFTER SUBSTANTIAL COMPLETION
§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner or Tenant to do so unless the Owner or Tenant has previously given the Contractor a written acceptance of such condition. The Owner or Tenant shall give such notice promptly after discovery

of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner and Tenant waive the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.4.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner, Tenant, or separate contractors caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 ACCEPTANCE OF NONCONFORMING WORK

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so with Tenant's consent instead of requiring its removal and correction, in which case the GMP will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 [INTENTIONALLY DELETED].

§ 13.2 SUCCESSORS AND ASSIGNS

§ 13.2.1 The Owner, Tenant (but only as specifically applicable) and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to covenants, agreements and obligations contained in the Contract Documents. Except as provided in the Contract Documents, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If any party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 13.3 WRITTEN NOTICE
Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

§ 13.4 RIGHTS AND REMEDIES
§ 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

§ 13.4.2 No action or failure to act by the Owner, Tenant, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach there under, except as may be specifically agreed in writing.

§ 13.5 TESTS AND INSPECTIONS
§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner and Tenant, or with the appropriate public authority, and shall as Cost of the Work pay all related costs of tests, inspections and approvals provided for in the Contract Documents. The Contractor shall give the Tenant and Owner timely notice of when and where tests and inspections are to be made so that they may be present for such procedures. The Owner or Tenant, as agreed between them, shall bear all other costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the Tenant, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the Owner will, upon written authorization from the Owner and Tenant, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Owner and Tenant of when and where tests and inspections are to be made so that they may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's or Tenant's expense, as agreed between them, in addition to the GMP.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by the correction of such failure including those of repeated procedures thereafter and compensation for the professional design services and expenses shall be at the Contractor's expense and without increase to the GMP.

§ 13.5.4 Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Owner and Tenant.

§ 13.5.5 If the Owner or Tenant is to observe tests, inspections or approvals required by the Contract Documents, they will do so promptly and, where practicable, at the normal place of testing.

§ 13.5.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.6 INTEREST
Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at such rate as the parties may agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

§ 13.7 TIME LIMITS ON CLAIMS
The Owner, Tenant and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time period specified by applicable law; including but not limited to the claim presentment requirements and time limitations associated with Claims against the Owner under the Montebello Municipal Code and the Government Claims Act, which shall govern any Claims against Owner arising under the Contract Documetns. The Owner, and Tenant and Contractor waive all claims and causes of action not commenced in accordance with this Section 13.7.

§ 13.8 NO SOLICITATION OF CONTRACTOR'S PROJECT STAFF

§ 13.8.1 Neither party shall solicit or employ any employees of the other party named on the Project staffing charts attached hereto (or who has been assigned to provide services in connection with this Project) for the duration of the Project and then for a period of one (1) year thereafter.

§ 13.9 ADVERTISING:

No advertising matter shall be attached or painted on surfaces of buildings, fences, or canopies, except that names of Contractors and Subcontractors, with their addresses and the designation of their particular branch, may be shown on signs of a removable type. Size and location of such signs shall be subject to approval of the City. The Contractor shall provide a project identification signboard as specified.

§ 13.10 CERTIFICATE AS TO COMPLIANCE WITH CERTAIN REGULATIONS

.1 The Contractor shall file with the Owner, prior to the acceptance of the Work, a certificate in form, substantially as follows:

I (We) hereby certify that all Work has been performed and materials supplied in accordance with the drawings, specifications, and contract documents for the above Work, and that:

1. Not less than the prevailing rates of wages as ascertained by the Ownerhas been paid to laborers, workers, and mechanics employed on this Work.

2. There have been no unauthorized substitution of Subcontractors; nor have any unauthorized subcontracts been entered into.

3. No subcontract was assigned or transferred or performed by anyone other than the original Subcontractor; except as provided in Sections 4100-4113, inclusive, of the Public Contract Code.

(Signed)_____ Contractor

§ 13.11 LIMITATION OF LIABILITY:

.1 This project may be awarded by or the Contract may be assigned to a joint powers authority or a nonprofit corporation established by the awarding entity. Bonds, certificates of participation, or other evidences of indebtedness will be issued by a joint powers authority or nonprofit corporation or the awarding entity or the Owner, for the purpose of constructing the Work contemplated by these Drawings and Specifications.

.2 The issuing entity will adopt a policy to sell and issue bonds, certificates of participation, or other evidences of indebtedness at such times and in sufficient amounts to ensure that funds are provided for the prompt payment, as installments become due, for Work performed hereunder.

§ 13.12 FORUM SELECTION:

Contractor and Tenant hereby agrees to submit to the jurisdiction of the courts of the State of California. The exclusive venue of any action brought by Contractor, on Contractor's behalf or on the behalf of any Subcontractor, or any other party which arises from this agreement or is concerning or connected with services performed pursuant to this agreement, shall be deemed to be in the courts of the State of California located in Los Angeles City, California.

§ 13.13 WAIVER:

The waiver by the Ownerof any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, or condition on any subsequent breach of the same or any other term, covenant, or condition herein contained.

§ 13.14 ACCEPTANCE OF FINAL PAYMENT AS RELEASE:

The acceptance by the Contractor of the final payment shall be and shall operate as a release to the Ownerand the awarding entity of all claims and all liability to the Contractor for all things done or furnished in connection with this Work and for every act and neglect of the Owner, awarding entity, and others relating to or arising out of this Work. No payment, however final or otherwise, shall operate to release the Contractor or his sureties from any obligation under this contract or the Performance and Payment Bond.

§ 13.15 SUBSTITUTION OF SECURITIES FOR RETENTION:

In accordance with Public Contracts Code Section 22300 et seq., the Contractor may substitute securities for retention monies to be withheld to ensure performance under this Contract. At the request and expense of the Contractor, securities equivalent to the amount withheld may be deposited with the Owner, or with an approved State or Federally chartered bank as the escrow agent. The Ownerwill then pay such retention moneys to the Contractor. It is the Contractor's obligation to secure the services of a state or federally chartered bank to act as escrow agent. Securities eligible for investment include those listed in Government Code Section 16430 or bank or savings and loan certificates of deposit. The Contractor shall be the beneficial owner of any securities substituted for retention monies withheld and shall receive any interest earned by the securities.

§ 13.16 RESOLUTION OF CONSTRUCTION CLAIMS:

The provision of Public Contract Code 20104 et seq. relating to the resolution of construction claims of three hundred seventy-five thousand dollars ($375,000) or less which arise between a Contractor and a

local agency are hereby incorporated in this Contract.

§ 13.17 CONFLICT OF INTEREST:

No Owneremployee whose position in Ownerenables him to influence the award of this agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor herein, or have any other direct or indirect financial interest in this Agreement.

§ 13.18 ANTI-TRUST CLAIMS:

In entering into a public works Contract or a Subcontract to supply goods, services, or materials pursuant to a public works contract, the Contractor offers and agrees 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. Sec. 15) or under the 44 Cartwright Act (Chapter 2, commencing with Section 16700, of Part 2, Division 7, of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the public works Contract or Subcontract. This assignment shall be made and become effective at the time the awarding body tenders final payment to the Contractor, without further acknowledgment by the parties.

§ 13.19 OWNER'S QUALITY ASSURANCE PLAN:

The Owneror its agent will evaluate Contractor's performance under this agreement on regular basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which Ownerdetermines are severe or continuing, and that may place performance of the agreement in jeopardy if not corrected, will be reported to the City Council. The report will include improvement/corrective action measures taken by the Ownerand Contractor. If improvement does not occur consistent with the corrective action measures, Ownermay terminate this agreement or impose other penalties as specified in this agreement.

§ 13.20 LAWS, CODES AND REGULATIONS TO BE OBSERVED:

.1 The Contractor shall become familiar and comply with all Federal, State, City and City laws, ordinances or regulations controlling the action or operation of those engaged in the work, or affecting materials used, and operate in accordance therewith.

.2 In accordance with this requirement, it has not been considered necessary to enumerate all wiring, plumbing and other requirements covered by the codes. The Contractor, in making a bid, agrees that the requirements of such ordinances will be as carefully adhered to as if they were specifically set forth in the specifications.

.3 The Contractor shall hold harmless the Ownerand all of its officers, agents and servants against any claims or liability arising from, or based upon the violation of such laws, by-laws, ordinances, regulations, orders or decrees, whether by the Contractor or the Contractor's employees, except where the instance of violation is done in accordance with the specifications.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT
§ 14.1 TERMINATION BY THE CONTRACTOR
§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or

employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, for any of the following reasons:

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 Because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.3 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, repeated suspensions, delays or interruptions of the entire Work by the Owner as described in Section 14.3 or for which Contractor is entitled to an extension of time constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' written notice to the Owner and Tenant, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' written notice to the Owner and the Tenant, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 TERMINATION BY THE OWNER FOR CAUSE

§ 14.2.1 The Owner may terminate the Contract in accordance with Section 14.2.2 if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors for materials or labor when due in accordance with the respective agreements between the Contractor and the Subcontractors;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When and if any of the above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the GMP exceeds costs of finishing the Work, including other damage, to the extent permitted by the Contract Documents incurred by the Owner or Tenant and not expressly waived,

such excess shall be paid to the Contractor, but only to the extent Contractor has not been paid for Cost of Work, or proportionate Fee, for work performed prior to the termination pursuant to this Section 14.2. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. In the event the Owner terminates for its convenience whether (i) pursuant to this Section 14.4 or (ii) pursuant to any other provision of the Contract Documents, the provisions of Section 14.4.4, will also apply to the termination and shall also survive the termination.

§ 14.4.2 Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with 6%overhead and profit on the Work not executed.

§ 14.4.4 In the event of a termination for the Owner's convenience all rights and title to all work product of the Contractor shall revert to, or remain with, the Contractor.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 CLAIMS

§ 15.1.1 DEFINITION

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim.

§ 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner, Tenant or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Tenant. Claims by either party must be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3 CONTINUING CONTRACT PERFORMANCE
Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents. The Owner will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

§ 15.1.4 CLAIMS FOR ADDITIONAL COST
If the Contractor wishes to make a Claim for an increase in the Contract Sum or GMP, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.5 CLAIMS FOR ADDITIONAL TIME
§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given if the Contractor has at that time reached a conclusion regarding the extent of the increase. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.5.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, and a general description of how the conditions had an adverse effect on the scheduled construction.

§ 15.1.6 CLAIMS FOR CONSEQUENTIAL DAMAGES
The Contractor, Tenant and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

.1 damages incurred by the Owner or Tenant for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is also applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.6 shall be deemed to preclude an award of liquidated non-consequential damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 INITIAL DECISION
§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The City Engineer will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest the appropriate resolution or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part or otherwise resolve the Claim.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Tenant of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision within 30 days from the date of an initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 ARBITRATION

§ 15.4. Arbitration shall be utilized as the method for binding dispute resolution in the Agreement. Any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner, Tenant and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Contractor under this Agreement.

§ 15.4.4.4 Arbitration, at the Contractor's election and sole cost, and without additional cost to Owner, may include Subcontractors to Contractor that Contractor deems relevant to the matter in dispute and, upon Contractor's request, the Arbitrator shall decide all or a particular portion of a dispute between the Contractor and a Subcontractor.

ARTICLE 16 PUBLIC WORKS DISCLOSURES AND FORMS

[ATTACH STANDARD PUBLIC WORK FORMS]

EXHIBIT B

Plans and Specifications

Available in the Department of Public Works, dated _____

EXHIBIT C

Performance Schedule
ATTACHED

TOPGOLF

2900 Via Campo, MONTEBELLO, CA 90640

Guaranteed Maximum Price Proposal
Exhibit D

November 8, 2022

20401 S.W. Birch Street, Newport Beach, CA 92660 | Phone: (949) 851-8383 | Website: mccarthy.com

October 28, 2022

Topgolf U.S.A. Inc., 8750 N. Central Expressway, Suite 1200, Dallas, TX 75231

Attn: Mr. William Davenport, Chief Financial Officer
Mr. Scott Wetterling, Director of Real Estate Development

Re: TOPGOLF Montebello
Montebello, California
GMP Project Binder

Dear Messrs. Davenport and Wetterling,

McCarthy is pleased to present our Guaranteed Maximum Price Proposal for the TOPGOLF Montebello project.

This summary binder contains the Cost Summary, Guaranteed Maximum Price Proposal, Subcontractor Listing, Clarifications, Assumptions and Allowances, Preliminary Construction Schedule, and Document Listing which further define the basis of this estimate.

Sincerely,

Vernan Ibong
Project Director

cc: Jim Madrid McC
Mark Greil McC
Dave Alford McC
Vernan Ibong McC
Andrew Raufi McC
Janelle Tod McC

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Topgolf Montebello

2900 Via Campo, Montebello, CA 90640

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PROJECT SUMMARY

TOPGOLF MONTEBELLO
Guaranteed Maximum Price Proposal
2900 Via Campo
Montebllo, CA

PROJECT SUMMARY

McCarthy is pleased to present the following Guaranteed Maximum Price Proposal for a new TOPGOLF EZ prototype located in Montebllo, California. The following bullet points provide an abbreviated summary of the proposed facility:

Primary Design

- Prototype: EZ
- Buidling Swing: Right Hand
- Outfield faces: East
- Number of Hitting Bays: 102
- Code Year: 2019 CA Building Code

Structural Design

- Risk Category: II
- Seismic Category: D
- Wind Speed: 110 mph
- Frost Depth: 18”
- Bearing Capacity: 2500 psf

Building Design

- Unique building design features: Fireproofing of all supporting steel
- Stair Enclosures: Stair 1 has 3 ea walls and stair 4 has 2 ea walls both without a roof
- Vestibule: Yes
- Elevator type: Electric Machine Room-less Traction

TOPGOLF MONTEBELLO
Guaranteed Maximum Price Proposal
2900 Via Campo
Montebllo, CA

- RTU equipment screening: Y

Site Design

- Number of parking stalls: 270
- Parking lot construction: Asphalt
- Patio area screen fence: Y

MEP Systems:

- Fans: Non-Misting
- Heaters
  - Vendor: OFCI
  - Number of heaters per structural bay: 2

Health Design

- Air Curtains: Air Curtains OFCI

Outfield

- Target Construction: Corrugated Steel
- Trench target design: standard
- Storm Pump: Y

Major Scopes of Work by Others:

- Lighitng / Controls Materials: By TOPGOLF
- Interior and patio turf: By TOPGOLF
- Material Testing costs: By TOPGOLF
- Monument Signage: By TOPGOLF

TOPGOLF MONTEBELLO
Guaranteed Maximum Price Proposal
2900 Via Campo
Montebllo, CA

- Kitchen Equipment: By TOPGOLF
- Game Bay Equipment: By TOPGOLF
- Furniture: By TOPGOLF
- Low Voltage Data: By TOPGOLF
- Storm Pumps: Furnished By TOPGOLF
- Underground Detention: Furnished By TOPGOLF
- Outfiled Targets: Furnished By TOPGOLF
- Structural Steel: Furnished By TOPGOLF
- Miscellaneous Steel: Furnished By TOPGOLF
- Knotwood: Furnished By TOPGOLF
- HVAC Package Units: Furnished By TOPGOLF
- Air Curtains: Furnished By TOPGOLF
- Non-Misting Fans: Furnished By TOPGOLF
- Natural Gas Fired Tee Line Heaters: Furnished By TOPGOLF

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GMP SOV

TOPGOLF Schedule of Values

Montebello, CA

Venue Project Summary November 8, 2022

A	B	C	F
TG G/L Coding	Description	11/8/2022 Montebello GMP	Comments
411-01	Construction General Conditions (does not include markup)	$2,007,131	
411-02	Added General Conditions (baseline 265 calendar days)		
COST OF WORK (excludes OH/P)			
	Due Diligence		
402-01	Plat/Topo Surveys		
402-02	Geotechnical/Soils Report		
402-03	Preliminary Civil Design/Phase 1		
402-03	Phase 1 ESA		
402-04	Pre and Post ALTA Surveys (In Civil Engineering Costs)		
402-05	Management Fee		
	Design		
403-01	Civil Engineering		
403-02	Landscape Architecture		
403-03	Mechanical/Plumbing Engineering		
403-04	Electrical Engineering		
403-05	Structural Engineering and Shop Drawings		
403-06	Design Reimbursables		
403-07	HVAC Modeling		
	Architectural Design		
403-08	Acoustical Modeling		
403-09	Commissioning Allowance		
405-01	Permit/Consultant Fees		
	General Requirements		
410-01	Trailer Rentals	$63,920	
410-01	Trailer Rentals - TOPGOLF		
410-02	Dumpsters	$72,941	
410-03	Temp Access/Trash Chutes	$54,093	
410-04	Cleaning	$64,009	
410-05	Field Labor	$136,135	
410-06	Temp Electric	$54,750	
410-07	Water	$6,570	
410-08	Toilets	$55,057	
410-09	Safety and Toe Board	$60,517	
410-10	Rendering/Future Home Signage	$2,738	
410-11	Construction Signage - TOPGOLF		
410-11.1	Construction Signage - McCarthy	$4,520	

TOPGOLF Schedule of Values

Montebello, CA

Venue Project Summary November 8, 2022

A	B	C	F
TG G/L Coding	Description	11/8/2022 Montebello GMP	Comments
410-12	Ground Breaking		
410-13	Temporary Site Fencing	$34,115	
410-14	Work Zone Camera	$18,803	
410-15	Materials Testing Allowance		
	- Must be contracted by TG per CA Law		
410-16	Roof Inspection		
	Allowances		
410-19	TG Trailer Rentals	$ 13,500	
405-01	Permit/Consultant Fees	$ -	
TBD22	Utility usage for Topgolf Trailers	$ 5,000	
TBD16	Access Gates	$ 5,000	
TBD21	Security Fencing for Topgolf	$ 25,000	
423-03	Coring, Patching, Flashing for TG Penetrations	$ 25,000	
TBD23	Conduit for "TOPGOLF" building facade signage	$ 30,000	
410-18	Security	$ -	
TBD	Facility and site improvement materials purchased from Topgolf	$ 6,227,828	Topgolf Furnished Material
TBD05	Fall Protection per Deferred Approval		
TBD07	Light Fixture	$ -	
TBD08	Patio Buildout (concrete, lights)		
TBD09	Event Space Finishes (TBD)		
TBD10	Drywells		
TBD11	Permit Comment	$ -	
TBD12	Monument/Pylon Electrical/Concrete		
TBD13	Topgolf Requested Changes	$ -	
TBD14	Undercutting/Unforeseen Demo		
TBD15	Public Street Lighting		
TBD17	Gas Company Pad		
TBD18	Unforeseen Conditions	$ -	
TBD24	Landscape in lieu of parking per L1.1 - $12/SF	$ 288,000	
TBD25	Schedule Improvement - 2023 Opening	$ -	
TBD27	Topgolf Furnished, McCarthy Installed Material Completion	$ -	
TBD28	Temporary Generator for Temp Power (Switchgear Lead Time) 2 Mo	$ 110,000	
TBD26	Construction Allowance - E&O, OFCI Materials, TG Field Changes, Permit Comments	$ 500,000	

TOPGOLF Schedule of Values

Montebello, CA

Venue Project Summary November 8, 2022

A	B	C	F
TG G/L Coding	Description	11/8/2022 Montebello GMP	Comments
	Landscaping		
413-01	Landscaping and Irrigation	$924,475	
413-02	Bioswale Imported Materials		
	Sitework		
412-01	Construction Surveying	$212,498	
412-01.1	Retaining Walls		
412-02	Earthwork - Sitework	$962,005	
412-03	Mehrten (Rock) Excavation Allowance		
412-03.1	Reclaimed Water Allowance		
412-04	Site Utilities - Sitework	$501,979	
412-06	Site Concrete Paving - Sitework	$870,646	
412-05	Asphalt Paving - Sitework	$822,858	
412-07	Pervious Paving - Sitework		
412-08	Site Fencing	$131,611	
412-09	Offsite Improvements	$73,997	
	Outfield		
414-01	Earthwork - Outfield	$203,283	
TBD	Asphalt - Outfield	$602,000	
414-02	Site Utilities - Outfield	$1,886,505	
414-03	Furnish and Install Outfield Pump & Vault		
414-03	Concrete Targets (Concrete Wall and Slab at Black Trench Target)	$66,850	
414-04	Concrete Target Floors (Concrete Target Floor)	$338,328	
414-04	Steel Target Structures	$139,993	
	Shell Building		
419-01	Building Concrete	$633,479	
	Foundations	$1,669,881	
419-02	Masonry/Stone	$0	
419-03	Structural Steel, Stairs and Misc.	$1,256,049	Topgolf Furnished
419-05	Metal Decking	$684,742	McCarthy Furnished
419-06	Steel Erection (ALLOWANCE)		
419-07	Architectural Metals		
419-08	Framing, Sheathing, Carpentry and ACT	$3,386,582	
419-09	Rainscreen	$299,258	Topgolf Furnished
419-10	Wire Mesh		
419-11	Waterproofing	$109,665	
419-12	Roofing	$439,837	

TOPGOLF Schedule of Values

Montebello, CA

Venue Project Summary November 8, 2022

A	B	C	F
TG G/L Coding	Description	11/8/2022 Montebello GMP	Comments
419-13	Misc. Sheetmetal and Flashing	$653,527	
419-14	Caulking		
419-15	EIFS	$1,016,935	
419-16	Citadel Panels at Entry and ADA Trellis	$349,000	
419-17	Acoustical Treatment at Tee-Lines Allowance		
	Doors and Windows		
420-01	Doors, Frames, Hardware	$198,809	
420-02	Overhead Doors	$86,968	
420-03	Glass, Glazing	$1,909,694	
420-04	Operable Partitions	$43,493	
	Interior Construction		
421-01	Concrete Staining/Polishing	$337,999	
421-02	Treads Stair 2	$162,206	
421-03	Flooring	$398,321	
421-03	Dura Flex Flooring	$182,456	
421-04	Painting	$929,860	
421-05	Elevator	$353,067	
421-06	Misc. Specialties	$161,535	
421-07	Lockers		
421-08	T-Line Fans		
421-09	Water Feature		
421-10	Fire Curtains	$54,031	
	Millwork		
422-01	Millwork	$897,911	
422-02	Countertops	$111,367	
422-03	Lobby Millwork/Main Lobby Ceiling Elem	$109,373	
422-04	Stainless Wall Panel and Misc. Stainless	$57,500	
	Building Mechanical Systems		
423-01	HVAC	$1,640,921	Units by Topgolf
423-02	Gas Tee Line Heaters - OFCI		
423-03	Plumbing	$1,842,024	
423-03	Coring, Patching, Flashing for TG Penetrations		
	Building Electrical Systems		
424-01	Electrical	$3,496,845	
	Electrical - Outfield		
	Electrical - Sitework		
	Electrical - Building		

TOPGOLF Schedule of Values

Montebello, CA

Venue Project Summary November 8, 2022

A	B	C	F
TG G/L Coding	Description	11/8/2022 Montebello GMP	Comments
424-02	Light Fixtures OFCI		
	Building Life Safety and Fire Prevention		
425-01	Fire Alarm	$168,320	
425-02	Fire Protection	$323,940	
Accepted VE			
	Exhibit J Value Analysis Log		
Contingency (Includes OH and P)			
500-01	Contingency (includes OH/P)	$500,000	
TBD	Escalation		
TBD	OCIP Credit	N/A	
MARK-UPS (On Cost of Work Line Items)			
405-01	Insurance OCIP		
405-01	Insurance - Traditional	$426,424	
	McCarthy Bond	$239,324	
	Preconstruction	$0	
	GMP Prep	$90,000	
	Builders Risk	$246,462	
405-02	Overhead		
405-03	Fee - 6%	$2,343,059	
405-04	Tax	Included	
	Total Venue	**$45,412,519**	

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SUBCONTRACTOR LISTING

As of March 1, 2015 Contractors (and sub-contractors) wishing to perform work on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:
https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total GMAX or $10,000 (whichever is greater). **Photocopy this form for additional firms.**

Subcontractor Name and Location	Line Item # or Description of Work	Subcontract Amount	Percentage of Total GMAX	Contractor License Number / DIR Reg Number
Name: A. J. Kirkwood & Associates, Inc City, State Fullterton, CA 92835	Electrical, FA, Comm, AV, Security	$ 3,609,910	9.23%	724633 1000000844
Name: Anning Johnson Company City, State Hayward, CA 94545	Drywall & Framing - Exterior	$ 2,911,084	7.44%	652825 1000000625
Name: Van Diest Bros., Inc. City, State Paramount, CA 90723	Site Utilities	$ 2,352,060	6.01%	157555 1000003419
Name: Pan-Pacific Mechanical LLC City, State Fountain Valley, CA 92708	Plumbing	$ 1,813,934	4.64%	1006709 1000032867

Name: Elite Glazing Group Inc _____ City, State Long Beach, CA 90806	Glass and Glazing	$ 1,736,990	4.44%	1019426 1000043734
Name: Control Air Enterprises LLC _____ City, State Anaheim CA 92807	HVAC	$ 1,615,898	4.13%	1053402 PW-LR-1000379532
Name: Palp Inc dba Excel Paving Company _____ City, State Long Beach, CA 90806	Asphalt	$ 1,411,795	3.61%	688659 1000003331
Name: PHL dba VNSM _____ City, State Paramount, CA	Composite Panels / Sheet Metal	$ 1,281,933	3.28%	716780 100008239
Name: Bragg Investment Company Inc dba Bragg Crane and Rigging Company _____ City, State Long Beach, CA 90805	Structural Steel & Misc. Metals	$ 1,236,895	3.16%	505420 1000002972

Name: E 2 Contracting Inc _____ City, State Irvine, CA 92618	Earthwork	$ 1,147,518	2.93%	1049757 1000063944
Name: Roy E. Whitehead, Inc. _____ City, State RIVERSIDE, CA 92509	Cabinets and Finish Carpentry	$ 1,101,592	2.82%	255108 1000004967
Name: California Paint Experts dba San Diego Paint Pros _____ City, State San Diego, CA 92111	Painting & Intumescent Coatings	$ 962,143	2.46%	960066 PW-LR-1000440947
Name: DEAN VISOSKY CONTRACTORS INC _____ City, State Orange, CA 92867	Site Concrete	$ 921,827	2.36%	1005771 1000028369
Name: American Landscape Inc _____ City, State Canoga Park, CA 91303	Landscape & Irrigation	$ 910,377	2.33%	288229 1000005457

Name: Anning-Johnson Company _____ City, State Hayward, CA 94545	Metal Decking	$ 674,300	1.72%	652825 1000000625
Name: CHARLES MC CANDLESS TILE CONTRACTOR INC _____ City, State SANTA ANA, CA 92701	Ceramic Tile	$ 479,995	1.23%	196900 1000003364
Name: CMC Steel Fabricators inc. dba CMC Rebar _____ City, State San Diego, CA 92123	Reinforcing Steel	$ 455,239	1.16%	778010 1000000298
Name: Anning-Johnson Company _____ City, State Hayward, CA 94545	Roofing	$ 369,622	0.95%	652825 1000000625
Name: KONE Inc. _____ City, State Moline, IL 61265	Elevators	$ 347,682	0.89%	179166 1000003806

Name: THE M S ROUSE COMPANY _____ City, State RANCHO DOMINGUEZ, CA 90220	Polished Concrete	$ 332,845	0.85%	478041 1000006939
Name: Southwest Fire Protection Company _____ City, State Monrovia, CA 91016	Fire Protection	$ 319,000	0.82%	190173 1000004939
Name: Roy E. Whitehead Inc. _____ City, State Riverside, CA 92509	Doors, Frames & Hardware	$ 210,548	0.54%	255108 1000004967

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CLARIFICATIONS & ASSUMPTIONS

CLARIFICATIONS, ASSUMPTIONS AND ALLOWANCES

INCLUSIONS

The following items have been included in our Estimate:

1. We have included Prevailing Wage Rates per 2021-2.
2. We have included allowances as noted in the allowance log (reference attached log).

EXCLUSIONS

The following items have not been included in our Estimate:

3. We have excluded costs associated with the Commissioning agent.
4. We have excluded tariffs or other regulatory changes taking effect after the date of this GMP.
5. We have excluded references to DBIA 530 and DBIA 535 Master Agreement contract language indicated on the documents.
6. We have excluded costs associated with TOPGOLF netting system, including footings.
7. We have excluded costs associated with Mini-Golf Course per note 6 on SH-5. We have assumed this is OFOI turf per note 4-04 on L2.1.
8. We have excluded monument signage, is not indicated on the drawings. Previsions for power to any monument signs has not been included.
9. We have excluded design liabilty, by Topgolf.
10. We have excluded plan check costs and permitting fees for any deferred approvals.
11. We have excluded Safety Nets and Fall Protection per note 1/S5.2, by Topgolf.
12. We have excluded safety nets and Fall protection design. 1/S5.2 indicates hole for safety nets, design of nets by fall protection system supplier. This is by Topgolf.
13. We have excluded any scope of work in Via Campo at the existing drive approach main entry. We have assumed the existing drive approach meets all standards.
14. We have excluded concrete equipment pads for the Future EV charging stations. These are part of the Future EV charging scope of work. Ref. 2/E100.
15. We have excluded any curbs in the kitchen. None are shown.
16. We have excluded concrete fill at stair 2. Plans do not indicate it as required for Custom Concrete Stair Tread and Landing CT-1.
17. We have excluded 03351- Stained Concrete as it is not indicated in the documents.
18. We have excluded any concrete curing compounds and have assumed wet cure.
19. We have excluded any masonry, none is indicated on the documents.

20. We have excluded any gauge metal for openings in the metal deck. Documents indicate all openings are misc. Metal and furnished by Topgolf.
21. We have excluded furnishing embed/anchor bolts for connection to structural steel. These are included in the furnished material by Topgolf.
22. We have excluded banquette seating at Bar 201 as shown on 5/A10.3. This is noted as furniture OFOI.
23. We have excluded STC ratings at door assemblies as no STC ratings are indicated on the door schedule.
24. We have excluded any reference to Stone as it does not appear to be required on this project.
25. We have excluded any accommodations not specifically noted on the plan for drapery at the event space per A11.2.
26. We have excluded any quarry tile or associated epoxy grout as it is not indicated on this project (ref. G1.6).
27. We have excluded General Note #15 on A6.2 for water repellent penetration sealers to all exterior stone as there is no exterior stone.
28. We have excluded 14 ga mounting for hitting bay heaters. These are part of the heater assembly ref. 7/A7.5 by Topgolf.
29. We have excluded lockers they are by Topgolf.
30. We have excluded furniture on the furniture schedule A12.5, as it is called out as OFOI on RS1.1 by Topgolf.
31. We have excluded any provisions associated with the outfield Net poles, Nets or footings. This is Topgolf Furnished and Installed.
32. We have excluded heat tracing of any fire protection systems.
33. We have excluded furnishing and installing kitchen refrigerator, freezer and ice machine condensing units and associated interconnect refrigerant piping systems. This is by Topgolf.
34. Primary and Secondary Conductors are excluded and are to be provided by SCE.
35. Concrete equipment Pads, power conductors, and installation of EV charging stations are excluded and to be provided by Topgolf.
36. FAA lighting on outfield poles is excluded.
37. Emergency Responder Radio Coverage System (ERRCS) conduit infrastructure, 2-hour rated cabling, equipment, devices, engineering and RF Testing are excluded. It is unknown if this system will be required. The 2019 Fire Code, T24, Part 9, Section 510 requires that new buildings shall have approved radio coverage for emergency responders within the building, however this is based on the existing coverage levels and at the discretion of the local Fire Authority.
38. Engineering and permits to tap into a nearby SCE utility transformer for temporary power are excluded and may not be feasible due to the lengthy approval process.
39. We have excluded demolition of existing pole footings per SH-2 and SH-3.
40. We have excluded the dewatering of the onsite lakes as it is outside of the boundary of work.

41. We have excluded a fence or gate to replace the opening for the new driveway per keynote 19 on the Precise Grading Plans.
42. We have excluded detail 4/L3.0 for Sleeving HDPE Pipe. The plans do not indicate any HDPE Pipe being installed.
43. We have excluded any utility service connection costs or fees.
44. We have excluded padding at the hitting bay beams, none is indicated.

CLARIFICATIONS

The following items provide additional clarifications regarding the scope of work included in our Estimate.

Division 1

45. Mutually agreeable contract terms and conditions.
46. GMP assumes a construction mobilization date of November 14, 2022 and a construction start date of November 14, 2022.
47. This proposal is based on the attached schedule dated October 28, 2022, and revisions to this schedule may result in a change to the GMP.
48. Our GMP is based on the attached schedule, which is assumes 8-hour working days Monday thru Friday, excluding holidays. We have not included any premium costs to work outside an 8-hour working day.
49. Our GMP Schedule is based on revisions to structural foundation details to allow for the Slab on Grade pour sequence ahead of steel erection. Tie beam details on S3.2 will need to be revised by the SEOR.
50. Permit and Plan check fees by Topgolf.
51. Utility service provider and meter fees by Topgolf.
52. Permanent power and associated fees by Topgolf.
53. Our GMP includes connection to the utility meters at the building. Installation of utility service to the building meters by utility service provider.
54. The GMP cost for the project is based on the "Permit Comments 07/11/2022" set of drawings dated 09/06/22, and RFI Responses issued through Addenda 5 (reference attached log).
55. We have included a trailer for Topgolf use for twelve (12) weeks with a power hookup only.
56. We have included 12 months of utility usage and consumption costs during construction.
57. Topgolf installers, vendors, and suppliers must attend a site-specific safety orientation and complete a visitor type waiver before accessing the work area.
58. Topgolf Furnished and installed items will be installed in coordination with McCarthy and McCarthy's published schedule.
59. Reinforcing Steel pricing is good until November 10, 2022.

60. Where discrepancies occur between the specifications listed on G1.1 through G1.8 and the finish schedule on A9.1, we have assumed A9.1 supersedes unless noted otherwise in the documents.
61. All state and local taxes are included for our scope of work.
62. All required project submittals will be reviewed and coordinated through the design team, not just those listed on RS1.2.
63. Installation of the Detention basin will occur prior to construction of "Topgolf Way" and Driving Range poles to allow construction to be installed by laying back the earth in lieu of shoring. We have excluded shoring for this scope of work.
64. Topgolf furnished items identified in Exhibits L.1 and RS1.1 will be delivered per our construction schedule.
65. Discrepancies between Exhibit L.1 and RS1.1, Exhibit L.1 takes precedence.
66. We have included furnish of metal decking, in lieu of Topgolf Furnished per Exhibit L.1.
67. Per initial discussion with Martin/Martin, we have assumed the foundations supporting the moment frame columns can be re-designed to allow for the foundations/slab on grade to be poured prior to setting the moment frame columns. We have excluded any costs associated with redesign.

Division 3

68. We have included a 15 mil. vapor barrier and 2" of sand under the Building Slab on Grade.
69. Structural concrete pricing assumes a project start date of November 14, 2022.
70. We have included 12" x 36" footings with no reinforcement at the aluminum fence per SP1.2.
71. We have included reinforcement at the concrete bench / retaining wall. #5 @ 12" OCEW per 8/SP1.2.
72. We have included vapor barrier under the Slab on Grade at Targets and provided a 3" concrete thickness.
73. We have included a screed finish at concretes at targets.
74. We have included wire mesh at concrete target slab on grade.
75. We have included ½" expansion joint foam material at 124 columns at 2 levels to account for movement at the yield link joint per correspondence with SEOR.

Division 4

N/A

Division 5

76. We have included installation of bent plate per Detail 1,4/S5.2 along Gridline 1 for the Middle and Upper Levels, bent plate per Detail 17/S5.3 for the entire

roof perimeter, and 3/8" bent plate for the remaining deck perimeter per Detail 16/S5.3.

77. Operable partition additional support steel in addition to the floor beams will be furnished by Topgolf.
78. We have included the Topgolf furnished tapered steel beams at tee line are painted, not galvanized.
79. We have included primer touch up at the metal deck welds at the roof level it is the only location exposed to weather.
80. We have included Furnish and Install of in wall tube steel only per 1& 6/A11.4 for TV wall supports. These bolt to the slab on grade.
81. We have included the contractor furnished/contractor installed item listed as "elevator rail plates" as elevator guide rail supports.
82. We have included furnish and install of steel, misc. metals, as outlined in Exhibit L.1.
83. We have included the cost to furnish and install the entire metal decking system complete.
84. Stairs and Parapet wall supports will be designed by Martin and Martin, not a deferred approval per RS1.1 and Pre-Bid RFI 73.

Division 6

85. We have included the wood nailer for turf per 1/A6.5 along hitting bays only as shown on SP1.1.
86. We have included waterproofing the grade beam adjacent to the elevator pit, not shown on documents.

Division 7

87. We have included Composite Panel manufacturer OMEGALITE in lieu of ATAS per pre-bid RFI 47.
88. At level 2 terrace 122 reference A1.2b, 1/A6.2 and A5.1 we have included a traffic coating over the patio in addition to the Tremdrain 200 indicated on 17/A7.2.
89. We have included an 'air barrier' at the underside of roof level decking per G1.3.
90. We have included Stego Vapor Barrier under Slab on Grade and at targets.
91. We have included MacroPoxy spray applied coating at the exterior side of the targets to protect from corrosive soils. We have not included preparation of Topgolf furnished corrugated steel and assume it can be delivered non-galvanized at the non-visible side.

Division 8

92. We have included costs associated with NFRC Certifications (National Fenestration Rating Council) in the lab.

93. All window films and tinting to be installed by Topgolf.
94. We have included Assa Abloy Automatic door operators as there is no specification for this scope of work.
95. We have included painting of the smoke door housings to match the adjacent walls.
96. All keying to be Topgolf responsibility per Note 10 on sheet A9.2.

Division 9

97. Soap dispensers etc. that may be required for the kitchen scope of work is part of the kitchen equipment package by Topgolf.
98. Soap dispensers etc. that may be required for the bar scope of work is part of the bar equipment package by Topgolf.
99. We have included California Compliant Paint products, conforming to the California state requirements regarding VOC products and have excluded any notes or comments requiring such.
100. We have assumed intumescent paint will not be required at the safety net reduced beam (ref. A6.5). EM1.2a does not indicate intumescent paint at these members.
101. Intumescent paint at exterior stairs has been included.
102. We have included intumescent paint per EM1.2a.
103. Furnish and install artificial turf is by Topgolf.
104. We have included polished concrete per RFI Response #50.
105. We have included FRP at locations as shown and will not be installed behind headers, coolers or at cook lines.

Division 10

106. We have included fencing at the Outfield entries that attaches to, and derives support from, the outfield poles and the building.
107. Exterior building Topgolf Logo Signage and "TOPGOLF" is Topgolf Furnished Topgolf installed per RS1.1.
108. We have included signage as indicated on the drawings and coordinated with Owner Furnished Owner Installed signage per the RS1.1 document. We have included minimum code required signage per details on EM1.0 as they apply to locations throughout the building. Standard building code signage not shown, has been assumed and included.
109. We have included an allowance for Seismic Bracing of the Folding Panel Partition as no details were provided. Seismic bracing is required per California code.

Division 11

N/A

Division 12

N/A

Division 13

N/A

Division 14

110. Monospace Kone elevator is included. Ecospace elevator is discontinued.
111. We have provided Elevator A with a capacity of 3500 lb to meet local code requirements. Documents indicate 2500 lb.
112. We have provided each elevator with an emergency phone battery device, overtime callbacks during warranty maintenance, wireless phone option, and two hour guaranteed response times.

Division 21

113. We have excluded insulation of fire protection piping. This is noted in the specifications but not required in this region.
114. Fire protection includes (1) double interlock pre-action system serving computer room 016.

Division 22

115. Filters for kitchen equipment are provided and installed by Topgolf.
116. We have included sleeves only for beverage tubing and plumbing scope excludes all beverage tubing furnish and install (Ref. K-4.0L, M, U).
117. We have included a 3" natural gas connection on the building side of the utility meter. Furnish and install of Natural gas service to building and utility meter are excluded. Natural gas system within the building is sized and routed per the plumbing drawings.
118. We have included furnish and install of fixtures and faucets per the "P" drawings only and utility connections only for kitchen fixtures and faucets. We have excluded furnish and install for all kitchen sinks and associated faucets and trim identified on the "K" drawings, these are by Topgolf.
119. Trap primers are included at floor drains in lieu of Trap Guards.
120. Above grade storm & overflow drain and waste & vent piping is PVC material.

Division 23

121. We have included fire dampers and combination fire/smoke dampers per the mechanical documents.

122. We have included furnish and install of (4) kitchen hoods, perforated supply plenums, and options as scheduled on drawing M5.1 and associated fire extinguishing system per drawing M5.6.
123. We have included furnish and install of (2) kitchen exhaust fans and (1) makeup air unit per drawing M5.8.
124. All HVAC equipment is independently controlled by local thermostats. There is no central BMS system.
125. We have included installation only of the Topgolf Furnished hitting bay infrared gas heaters (102 each), Carrier package rooftop units (9 each), Air Curtains (2 each). We exclude purchase, delivery to site and equipment manufacturer warranties for this equipment. We include 12 month labor warranty only for this equipment.
126. We have included roof penetrations only for condensing unit refrigeration piping.

Division 26

127. The Primary conduit duct bank from the SCE utility point of connection is included to the edge of the property line. We have not included any work on Via Campo.
128. SCE utility drawings have not been received or reviewed and are not included in the estimate. Primary and secondary conduit duct banks are included as described above and per the site electrical drawings.
129. MC Cable will be used in concealed spaces.
130. The electrical distribution equipment is required to be purchased from PCX per the project documents. The specifications indicate that electrical distribution equipment shall be provided with copper busing. However, the bill of material from PCX reflects equipment that includes a combination of aluminum and copper bussing. By purchasing equipment from PCX, the electrical distribution equipment will be provided as it is received from PCX with both aluminum and copper and will not comply with the specification.
131. Electrical distribution equipment and conduit infrastructure only are included for the EV charging Stations. Concrete equipment Pads, power conductors, and installation of EV charging stations are excluded and to be provided by Topgolf.
132. Lightening protection systems are not included in the estimate.
133. EMT conduit in lieu of GRC is included at the Hitting Bays because the Hitting Bays are believed to be classified as indoor spaces.
134. A Two-Way communication system is included with 2-hour fire rated cable per 2019 CBC, T24, Part 2, Section 1009.8.
135. The approved switchgear manufacturers listed in the specifications are unable to provide switchgear in alignment with the project schedule. Eaton Switchgear is the only manufacturer that has indicated they can provide switchgear within a timely manner to comply with the schedule and is included in the estimate. It is anticipated that Eaton switchgear will be an

approved manufacture upon coordination with the EOR because Eaton was successfully used and installed at the El Segundo Topgolf Facility.

136. A temporary power allowance is included with the assumption of tapping into the nearby overhead residential 120/240V, single phase power poles at the start of construction. If the residential power poles are not available for temporary power use at the start of construction, it may be necessary to use a generator for temporary power. The cost of a generator, fuel, and a permit to operate a generator are not included in the estimate.

Division 31

137. Our earthwork costs are based on rotovating existing sod and relocating it to the appropriate location according to Sheet 1 of the Earthwork – Clubhouse Rough Grading drawing.
138. Earthwork scope of work is based on the recommendations and assumptions presented in the soils report prepared by Leighton Consulting, Inc. dated March 29, 2022.
139. The onsite patch of dirt shown on Sheet 4 of the Rough Grading Plans will be utilized to import dirt onto the jobsite.
140. A vertical layer of ¾ crushed rock, 1 foot in thickness adjacent to the target exterior metal wall is included. This rock layer will be separated from the onsite soil by filter fabric Mirafi 140N.

Division 32

141. We have included aluminum fence specified in detail 9 on page SP1.2. The steel fence described in keynote 17 on page SP1.1 is excluded.
142. The fence shown on page SP1.1 (connected to gates with keynotes 17 & 18) only extends to the netting from the building.
143. Class II Base (CMB) in lieu of CAB is included for the entirety of the AC Paving work.
144. Documents do not indicate Sidewalk or site concrete color or finish, we have assumed grey broom finished concrete at vehicular concrete and topcast at pedestrian concrete.
145. All turf noted with symbol 4-04 and shown on page L2.1 is assumed to be Furnished and installed by Topgolf, including any requirements for the aggregate base, laser grading, and drainage.
146. Turf shown on page SP1.2 is by Topgolf. The concrete below is included in this proposal.
147. Turf shown on page SH-5 is by Topgolf. The asphalt below per keynote 3 is included in this proposal.
148. Boulders per L2.0 are included in the following quantities (in parathesis) & sizes: (8) 4'x4, (5) 5'x5', (2) 6'x6'.
149. There is a discrepancy between the landscape plans dated 5/18/21 and the shrub and tree schedule on L2.0 & L2.2. We have only included the trees,

shrubs and ground cover based on what is shown on the plans per L2.0 & L2.1.

150. Landscape Sheets L2.1 dated 5/18/21 indicate parking over detention basin. Per coordination with other documents, we understand that this area will be landscaped. We have provided an allowance for landscape and irrigation for this area.
151. Irrigation controller detail 1/Sheet L-3.0 shows a 3" conduit and sweep for the 2-wire, however the full run of conduit is not clearly depicted. The 2-wire is assumed to be direct burial passed the point of the PVC conduit shown.
152. We have included the ripping and grading of all planted areas. The only amendments and fertilizers included will be for the plant pit backfill as there is no specification requirement for all planted areas.
153. We have assumed the recommendations of the soils report prepared by Leighton Consulting, Inc. dated March 29, 2022 are sufficient and we have excluded the cost of soil tests for soil management.

Division 33

154. All natural gas and water connections to existing utility lines, piping from connection points to new utility meters and utility meters will be furnished, installed and paid for by Topgolf / City of Montebello. All piping from the building side of the meter will be by McCarthy.
155. The new fire water points of connection to public utility main are at the "T" in the main line per SH-21. The 8" PVC public water main is excluded.
156. All utilities running through Topgolf Way within our limit of work line are furnished and installed by Others.
157. The point of connection for line "E1" leading to Topgolf Way is assumed to be manhole 51C. Manhole is furnished and installed by Others.
158. Artificial turf areas are sloped to Topgolf Way, additional drainage not indicated on the documents for these areas has not been included in the GMP.
159. The CMP detention structure will be installed before Topgolf Way is constructed and net poles are installed.
160. We assume the installation of utility services to the site by the appropriate agencies will be completed in a timely fashion so as not to impact our schedule or final occupancy.

TopGolf Montebello Prebid RFI Log GMP RFI Log												
RFI #	Phase	Trade / Work Category	Location	Specification Section	Sheet / Drawing	Detail / Page	Date Created	Question	Date Submitted (Design)	Response	Date Responded	Answer Issued In Add. No.
1	Pre-Bid	Landscape & Irrigation	Site	Not Provided	Not Provided		9/20/2022	Landscape and Irrigation Drawings could not be identified in the documents provided. Please provide if to be included in our scope of work.	9/22/2022	Landscape drawings titled "Landscape Development Plan" dated 05.18.21 included in this addenda. Note - current landscape drawings do not reflect the most current site plan and are anticipated to be updated post bid. (Landscape drawings show parking over basin and do not have a driveway to shared parking - please assume similar groundcover to adjacent)	10/4/2022	3
2	Pre-Bid	Venue Mini Golf	Site	Not Provided	5 of 31	6	9/20/2022	Civil sheet 5 of 31 note 6 indicates to construct mini-golf course per separate plans. Please provide plans if to be included in our scope of work.	9/22/2022			
3	Pre-Bid	Operable Partition	Building	N/A	A9.2		9/21/2022	The operable partition noted as door 215C is called out on the finish schedule to be Modernfold. However the door schedule A9.2 calls for Moderco. Since all of the other Top Golf locations use Modernfold, is this a typo since the names sound similar? Please advise.	9/22/2022	Modernfold is an acceptable alternate, but Moderco Signature Series 842 is the first choice. Drawing will be updated in next issuance	10/7/2022	5
4	Pre-Bid	Structural Concrete	Building	Not Provided	S3.0 Typical Concrete Detail	8	9/22/2022	Please provide a Footing Size for F11x11A as it is not shown on the Spread Footing Schedule.	9/22/2022	At F11x11A, provide 11'x11'x2'-6" thick footing. Reinforce with (11) #8 bottom and 11#5 top.	10/11/2022	NOT ISSUED
5	Pre-Bid	Structural Concrete	Building	Not Provided	S3.2 - TYPICAL TIE BEAM	14 & 16	9/22/2022	Please confirm this detail is correct. It shows a 12" thickened slab, a 3'4" Tall Tie Beam and a 3'6" Tall Footing. This conflicts with the Spread Footing Schedule and the Top of Footing called out on S1.1 & S1.2.	9/22/2022	Details are not intended to be scaled. The tie beams are 4'-0" deep as indicated on detail 1/S3.2, 3/S3.2 and 1/S3.3. Footing thicknesses and top of footing elevations are as indicated on 8/S3.0 and foundation plans respectively	10/11/2022	NOT ISSUED
6	Pre-Bid	Structural Concrete	Building	Not Provided	S1.2B & A12.2B		9/22/2022	Please Confirm there is to be a depressed slab beneath the Freezer and the Cooler in the locations shown on A12.2B	9/22/2022			
7	Pre-Bid	Plumbing	Building	N/A	P6.3		9/22/2022	Confirm 5 PSI natural gas design as indicated on drawing P6.3 (Medium Pressure System)	9/22/2022	Confirmed	10/10/2022	NOT ISSUED
8	Pre-Bid	Elevators	Building	14 21 00	A1.2b, A1.3b		9/22/2022	Specification section 14 21 00 - 1.02 states that each elevator will have 1 front opening at each level and no back openings. Pages A1.2b and A1.3b show Elevator B having a front and back opening for the middle and upper levels. Please confirm the drawings are to be followed.	9/22/2022	Correct, drawings are shown correctly. We will update specs for IFC set	10/6/2022	4
9	Pre-Bid	Site Utilities	Site	N/A	P3.1A		9/22/2022	P3.1A note 1 indicates gas meter location. Civil drawings to not indicate point of connection of gas service to the building. Please provide.	9/22/2022	See dry utility composite	10/4/2022	3
10	Pre-Bid	Electrical	Site	N/A	E1.1		9/22/2022	Please confirm Electrical primary conduit point of connection location to Service Provider.	9/22/2022	See dry utility composite	10/4/2022	3
11	Pre-Bid	Electrical	Site	N/A	E1.1		9/22/2022	Please confirm Telephone /Data primary conduit point of connection location to Service Provider.	9/22/2022	See dry utility composite	10/4/2022	3
12	Pre-Bid	Site Utilities	Site	N/A	SH-21	Note 72 & 96	9/22/2022	Sheet 21 of 31 indicates 8" PVC Sewer and PVC Water Separate Plans please confirm if this is to be included in our scope of work, if so please provide clarification.	9/22/2022	At this time sewer coming across frontage to manhole is city scope. GC to install from manhole to building.	10/4/2022	3
13	Pre-Bid	Site Utilities	Site	N/A	SH-21		9/22/2022	Sheet 21 of 31 indicates 18" Storm Drain. SH 16 and SH 17 show storm drain lines extending beyond limit of work lines. Please clarify.	9/22/2022	SH-16 & SH-17 lines to be installed by GC are labeled. Other lines per separate plans. Note this is combined basin with off-site flow and backbone SD connection.	10/4/2022	3
14	Pre-Bid	Site Utilities	Site	N/A	SH-21	Note 82	9/22/2022	Sheet 21 note 82 indicates fire water POC per separate CWS Plans. Please clarify POC.	9/22/2022	POC is anticipated to be as depicted, Cal-Water to do TEE and Branch from backflow to building, by GC.	10/4/2022	3
15	Pre-Bid	General	General	N/A	N/A	N/A	9/26/2022	Please confirm liquidated damages of $1000/day	9/26/2022	Confirmed	9/26/2022	2
16	Pre-Bid	General	General	N/A	N/A	N/A	9/26/2022	Please confirm Prevailing wage determination bidders should use	9/26/2022	Please assume 2021-2 index for pricing.	9/26/2022	2
17	Pre-Bid	Mechanical	General	N/A	N/A	N/A	9/26/2022	Please provide Mechanical specifications	9/28/2022	Located on plans	10/10/2022	NOT ISSUED
18	Pre-Bid	Plumbing	General	N/A	N/A	N/A	9/26/2022	Please provide Plumbing specifications	9/28/2022	Located on plans	10/10/2022	NOT ISSUED
19	Pre-Bid	Fire Protection	General	N/A	N/A	N/A	9/26/2022	Please provide Fire Protection specifications	9/28/2022			
20	Pre-Bid	Waterproofing	General	N/A	A5.2; A6.2; A7.2	A5.2; 5/A3.4	9/26/2022	Referencing sheet A5.2, note #20 "water tight patio deck"... please advise on the waterproofing system to be provided for this patio.	9/28/2022	Hydrotech system is preferred, but Tremco 6100 is an approved alternate	10/6/2022	4
21	Pre-Bid	Stud Framing	General	N/A	N/A	N/A	9/26/2022	Are there locations where flat strap backing or notched backing is acceptable in lieu of 3/4" FRT plywood noted in the keynotes?	9/28/2022			
22	Pre-Bid	Waterproofing	Elevator Pit	N/A	N/a	N/A	9/26/2022	Please confirm it is acceptable to provide Tremco waterproofing at the elevator pits in lieu of Hydrotech (similar to what was installed at the El Segundo Top Golf).	9/28/2022	Tremco GC250 is an approved alternate for elevator pit	10/6/2022	4

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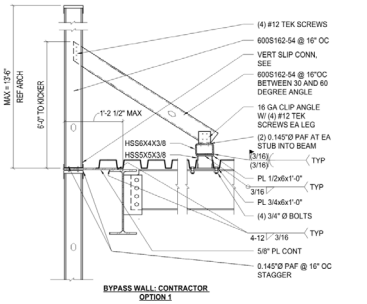
RFI #	Phase	Trade / Work Category	Location	Specification Section	Sheet / Drawing	Detail / Page	Date Created	Question	Date Submitted (Design)	Response	Date Responded	Answer Issued In Add. No.
23	Pre-Bid	Structural Concrete	Structure	N/A	N/A	4/S3.1	N/A	Page S3.1 shows the slab going from 5" to 6" after the control joint. Please confirm that this intended to be 5" as shown in the Slab on Grade Schedule.	9/28/2022	Confirmed. 5" thick SOG is the intent.	10/11/2022	NOT ISSUED
24	Pre-Bid	Structural Concrete	Structure	N/A	N/A	A1.2B	N/A	There are a pair of walk-in cold rooms (Cooler and Freezer) shown on the Middle Level. Please confirm the slab will need to be depressed at the Cooler & Freezer rooms.	9/28/2022	Structural slabs do not have depressions or steps detailed. Arch to confirm.	10/11/2022	
25	Pre-Bid	General	General	N/A	T1.1	N/A	9/26/2022	Please confirm EIFS, Metal Panel, and Glazing (i.e., exterior elements) are required to be structurally engineered, but not submitted to the City as deferred approvals.	9/28/2022			
26	Pre-Bid	Insulation	Room 101	N/A	A5.2	GG	9/26/2022	Referencing page A5.2, section GG, is there a requirement to provide acoustic and/or thermal insulation below the Roof Terrace (Room #211)?	9/28/2022	Roof Terrace is #217, and thermal insulation is required below it, refer to 2/A6.3 & A2.2b KN 31	10/6/2022	4
27	Pre-Bid	Insulation	General	N/A	A6.4	N/A	9/26/2022	Referencing detail 1, 2, & 3 on A6.4. A continuous 1-1/2" rigid insulation is called out below the thickened edge of the of the slab-on-grade. With the lack of freeze/thaw is this required for the Montebello location?	9/28/2022	24" of continuous rigid is required on interior side of footing / thickened edge	10/6/2022	4
28	Pre-Bid	Structural Concrete	Structure	N/A	K4.2	25	9/27/2022	Detail 25 on page K4.2 shows a ramp from finished floor to the floor of the coolers/freezers. Please confirm there is not a recessed slab beneath any of the cold rooms.	9/28/2022			
29	Pre-Bid	Sheet Metal	Interior Stairwell	N/A	A10.3	3, 4	9/27/2022	Referencing detail 3 & 4 on A10.3, a MTL-3 is called out for the draft stop at the stairwell. Please provide a detail to clarify the assembly (i.e., is MTL-3 is installed over metal stud framing & drywall?).	9/28/2022	Refer to 1/A8.6	10/6/2022	4
30	Pre-Bid	Steel, Misc. Metals, Metal Deck	Building	05000	N/A	N/A	9/27/2022	Please provide fabrication drawings and erection plan for Owner Furnished Contractor installed Steel, misc. metals and metal deck. Please provide model if available.	9/28/2022	Model is not available to Martin/Martin.	10/11/2022	NOT ISSUED
31	Pre-Bid	Exterior Framing, Misc. Metals	Building	05000	4/S5.6	N/A	9/27/2022	Detail 3/A3.3 shows the exterior stud walls extending past the roof deck to the parapet. Please confirm it is acceptable to stop the stud wall at the underside of roof deck, install an additional bent plate at edge of deck, then continue the stud wall above. Please confirm this detail will be provided in the OFCI steel as well.	9/28/2022	An alternate detail can be provided. See below: 	10/11/2022	NOT ISSUED
32	Pre-Bid	All					9/27/2022	Please confirm Bidders should hold their bids for 120 days.	9/27/2022	Bidders should hold bids for 60 days	9/27/2022	2
33	Pre-Bid	Mechanical	Building	N/A	K & M Sheets	N/A	9/28/2022	Please confirm Kitchen Grease hood (including ansul system), Dishwasher Exhaust hood, kitchen exhaust fans, and makeup air unit are to be furnished and installed by owner.	9/28/2022	Furnished and installed by Contractor. Reference RS1.1 dated 09/06/2022	9/30/2022	3
34	Pre-Bid	Kitchen	Building	N/A	K Sheets	N/A	9/28/2022	Please confirm Kitchen and Bar Equipment, walk in cooler and associated refrigeration are owner furnished, owner installed and Kitchen drawings have been provided for coordination purposes only.	9/28/2022	Reference RS1.1 dated 09/06/2022	9/30/2022	3
35	Pre-Bid	RS	Building	General	N/A	N/A	9/28/2022	Please advise if RS1.1 (Responsibility Schedule Sheet) are available for this project.	9/28/2022	Reference RS1.1 dated 09/06/2022	9/30/2022	3
36	Pre-Bid	Plumbing	Building	N/A	M6.9	N/A	9/28/2022	Plumbing subcontractor notes states "All plumbing fixtures by ISI. Include faucets and waste fittings only". Confirm plumber is to F&I all kitchen sink faucets and, if so, provide manufacturer and model numbers for procurement	9/28/2022			
37	Pre-Bid	Plumbing	Building	N/A	M6.11	N/A	9/28/2022	Confirm plumbing scope for beer/soda sleeves is for sleeves only and excludes all beverage conduit scope	9/28/2022	Reference RS1.1 dated 09/06/2022	9/30/2022	3
38	Pre-Bid	HVAC	Building	N/A	M6.11, M6.12	Note F	9/28/2022	Confirm refrigerator/freezer remote condensing units and all refrigerant piping are furnished and installed by OWNER. HVAC to provide roof sleeves only.	9/28/2022			

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RFI #	Phase	Trade / Work Category	Location	Specification Section	Sheet / Drawing	Detail / Page	Date Created	Question	Date Submitted (Design)	Response	Date Responded	Answer Issued In Add. No.
39	Pre-Bid	Paint	Building	N/A	EM1.2A	N/A	9/28/2022	Referencing Sheet EM1.2A. Please advise if column at 7.9/G.2 on the upper and middle levels is to be painted with intumescent paint. The column is noted to be painted with intumescent on the lower floor.	9/28/2022	Correct. We will update drawings	10/6/2022	4
40	Pre-Bid	General	Building	N/A	K4.0R	N/A	9/28/2022	Please confirm E Lite equipment pads per note G on K4.0R are owner furnished owner installed.	9/28/2022			
41	Pre-Bid	General	Building	N/A	N/A	N/A	9/28/2022	Please provide anticipated date for final City approval of the Building Permit.	9/29/2022			
42	Pre-Bid	Electrical	Building	N/A	E0.02	N/A	9/28/2022	E0.02 mentions Lightning Protection. Please clarify if this is required, and if so, identify where this system is to be located in the drawings	9/29/2022	E0.02 does not mention lightning protection. Nonetheless, lightning protection is not required.	10/6/2022	4
43	Pre-Bid	Insulation	Building	N/A	A6.4	2	9/28/2022	Referencing 2/A6.4, R-21 minimum stud cavity insulation is noted @ the intermediate floor and R-19 minimum stud cavity insulation is noted @ the ground floor. Please confirm R-19 minimum is to be provided.	9/29/2022	provide R-19min.	10/6/2022	4
44	Pre-Bid	Steel, Misc. Metals	Building	051200, 05500	N/A	N/A	9/28/2022	Please provide Specification sections 051200 (Structural Steel) & 05500 (Misc. Metals)	9/29/2022			
45	Pre-Bid	FRP	Building	N/A	A12.1b, A12.2b, A12.3b, A9.1	FRP-1; FRP-2	9/28/2022	The FRP Locations noted on the Room Finish Schedule A9.1 do not match the callouts on the Finish Plans (A12.1b, A12.2b, A12.3b). The following rooms on the Finish Plans show FRP but is not on the schedule on A9.1: •Sheet A12.1b – Cooler (FRP-2), 011 Linen Storage (FRP-1), 014 Hallway (FRP-1) •Sheet A12.2b – Cooler & Freezer, 108 Janitor's Closet (FRP-1), 110 Hallway (FRP-2) , 116 Hallway (FRP-2) •Sheet A12.3b – 205 Storage (FRP-1), 207 Janitor's Closet (FRP-1). Please confirm that the Finish Location Plans A12.1b, .2b and .3b is correct for these specific areas.	9/29/2022	Follow plans, Room finish schedule to be updated 12.1b: Hallway 014 (FRP-2) Linen storage 022 (FRP-1) [Linens storage 011 tag was incorrect] Cooler does not get FRP Tape & Sand w/ MR Gyp 12.2b: Cooler & Freezer same as 12.1 Janitors closet is correct Hallway 110 is correct Hallway 116 is paint, refer to A10.2 12.3b: Storage 205 is correct Janitors closet is correct	10/7/2022	5
46	Pre-Bid	Furniture	Building	N/A	A12.5	N/A	9/29/2022	Please confirm all items listed on the furniture schedule on A12.5 are Owner Furnished, Contractor installed.	9/29/2022	Confirmed	10/6/2022	4
47	Pre-Bid	Sheet Metal	Building	07412	A9.1 & G1.3	MTL-3 & MTL-4	9/29/2022	Please confirm if ATAS "OR EQUAL" color match OMEGALITE as approved 10/14/2019 is still approved and can be used as an accepted manufacturer for the Montebello Topgolf.	9/29/2022	Omegalite is an approved manufacturer	10/7/2022	5
48	Pre-Bid	Concrete / Rebar	Site	N/A	SP1.1	Note 17	9/29/2022	SP1.1 calls out note NO. 17 for vehicular gate per 9/SP1.2 reference S sheets for footing requirements. S sheets do not appear to indicate footing requirements for this gate. Please advise of the footing width, length and depth along with reinforcement requirements size and spacing or bar for bidders to assume.	9/29/2022	Reference civil for site structures. (Not on Civil either)	10/11/2022	NOT ISSUED
49	Pre-Bid	Concrete / Rebar	Site	N/A	SP1.2	Detail 8	9/29/2022	Please provide rebar requirements for the concrete bench and retaining wall as shown on 8/SP1.2	9/29/2022	Reference civil for site structures. (Not on Civil either)	10/11/2022	NOT ISSUED
50	Pre-Bid	Polished Concrete	Building	N/A	A9.1a	PC-1	9/29/2022	Sheet A9.1 indicates Polished Concrete PC-11. No specification is provided, however clear direction regarding passes and grit are indicated. Is it possible to provide a performance specification with exposure and gloss requirements per the American Society of Concrete Contractors?	9/29/2022	Will be on sheet in next issuance CPC Gloss Level: 4 CPC Aggregate exposure: B	10/7/2022	5
52	Pre-Bid	Corner Guards	Building	N/A	A12.1b; A12.2b; A12.3b	CG1; CG2	9/29/2022	Corner Guards CG1 and CG2 are shown on Sheets A12.1b, A12.2b and A12.3b. There are some rooms, such as 112-Kitchen, that has Corner Guards shown at some outside corners but not all. Please confirm that the locations of Corner Guards per the plan are correct.	9/29/2022	Provide Corner guards at all outside corners	10/6/2022	4
53	Pre-Bid	Composite Aluminum Panel	Building		A6.X		9/30/2022	Per e-mail from Laminators, the aluminum panel supplier/manufacturer on El Segundo Top Golf, their composite aluminum panel system is not tested to meet NFPA-285 with FRT furring strips for attachment (i.e., 3, 4/A7.1). (1) Referencing G1.3, please confirm Laminators is an acceptable manufacturer. (2) Please advise if NFPA-285 is a requirement for this project. (3) If NFPA-285 is a requirement of the project, Laminators would suggest metal backing be utilized for their attachment in lieu of FRT, please confirm.	10/4/2022	Confirmed	10/7/2022	5

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RFI #	Phase	Trade / Work Category	Location	Specification Section	Sheet / Drawing	Detail / Page	Date Created	Question	Date Submitted (Design)	Response	Date Responded	Answer Issued In Add. No.
54	Pre-Bid	Roof Screen	Building		A3.1b	note 7		Referencing A3.1b, note 7. Please confirm the Metal Sales T-5 wall material is aluminum, not steel.	10/4/2022	Use 24 ga. Ribbed metal decking. Will update for next issuance	10/7/2022	5
55	Pre-Bid	Site Utility	Site	Sheet 27		3/P-2	10/3/2022	This note states the Engineer is to determine if bedding is required. Please advise if bedding is required and if so, what is the required thickness?	10/4/2022	GC to plan on minimum 6" bedding per Greenbook 217 & Geo-Tech requirement of Sand equivalent greater than 30. Note: Final bedding determination by field soil engineer based on field soil conditions	10/7/2022	5
56	Pre-Bid	Site Utility	Site	Sheet 21		Note 86	10/3/2022	What is the 12" sleeve material type/requirement?	10/4/2022	Steel casing ASTM A283 Grade C, 5/16" wall. GC may opt for 16" casing for ease of construction	10/7/2022	5
57	Pre-Bid	Site Utility	Site	Sheet 21			10/3/2022	There are various call outs and notes for separate plans. Please provide the following separate plans called out: a.CWS Plans b.LACSD Plans c.Public Water Plans (Per Meter Vault callout) d.Fire Hydrant Plans	10/4/2022	Ref. Civil markups provided in addenda 3.	10/6/2022	4
58	Pre-Bid	Site Utility	Site	Sheet 21			10/3/2022	There is a call out for 8" PVC Public Sewer and 8" PVC Public Water, per separate plans. Is this work intended to be included with the Site Utilities scope of work? If so, please provide the separate plans.	10/4/2022	Ref. Civil markups provided in addenda 3.	10/6/2022	4
59	Pre-Bid	Site Utility	Site	Sheet 16 & 17			10/3/2022	There is a call out for 24" and 12" HDPE per separate plans. Is this work intended to be included with the Site Utilities scope of work? If so, please provide these separate plans.	10/4/2022	Ref. Civil markups provided in addenda 3.	10/6/2022	4
60	Pre-Bid	Site Utility	Site	Sheet 16 & 17		Note 51C	10/3/2022	Please provide separate plans if work is to be included as part of this scope of work.	10/4/2022	Ref. Civil markups provided in addenda 3.	10/6/2022	4
61	Pre-Bid	Site Utility	Site	Sheet 17			10/3/2022	There is a call out for separate Clubhouse plans. Are the Clubhouse plans intended to be included with the Site Utilities scope of work? If so, please provide the Clubhouse plans.	10/4/2022	Ref. Civil markups provided in addenda 3.	10/6/2022	4
62	Pre-Bid	Electrical	Building		S5.2	5	10/3/2022	Detail 5/S5.2 calls out a light pole at the roof level. Please confirm light poles are not required at the roof level?	10/4/2022	Light Poles are not required on roof.	10/6/2022	4
63	Pre-Bid	Electrical	Building		LV0.0 - LV 4.2		10/4/2022	Please confirm the Owner will be providing the Security / Access Control cabling, system and devices.	10/4/2022	Owner Furnished.	10/7/2022	5
64	Pre-Bid	Electrical	Building		LV0.0 - LV 4.2		10/4/2022	Please confirm the Owner will be providing the Audio Visual Cabling, system and devices.	10/4/2022	Owner Furnished.	10/7/2022	5
65	Pre-Bid	Electrical	Building		LV0.0 - LV 4.2		10/4/2022	Please confirm the Owner will be providing the Structured and Wi-Fi cabling, system and devices.	10/4/2022	Owner Furnished.	10/7/2022	5
66	Pre-Bid	Elevators	Building				10/4/2022	Please confirm Elevator B requires a capacity of 3500 lbs for gurney compliance.	10/4/2022	Elevator B is not required to be gurney sized, but still needs to carry kitchen equipment and supplies	10/7/2022	5
67	Pre-Bid	Electrical	Building		E9.02	Detail 7	10/4/2022	Reference typical Tee Line Column / Power Facing CL3 detail. Please provide manufacture and catalog information for the GFCI module	10/4/2022	Leviton - GFRBF. Confirm Color.	10/6/2022	4
68	Pre-Bid	Smoke Containment	Building		A8.5	Detail 9	10/4/2022	Detail 9 indicates Smoke Curtain to be US Smoke & Fire, SD60GS, Please confirm that Smoke Guard will be considered an 'or equal' manufacturer.	10/4/2022	Correct	10/7/2022	5
69	Pre-Bid	Electrical	Building		E1.3		10/4/2022	Please provide shop drawings for Qualite System.	10/4/2022			
70	Pre-Bid	Finished Carpentry	Building		A11.4	Detail 3,4,5	10/4/2022	Bar 202 Elevations 3, 4, 5/A11.4 call for SC-1 Sealed Concrete at curb below Upper Counter and ADA Counter. Detail 9/A11.3 ADA Accessible Countertop AXO Drawing calls for Recess Granite Curb @ ADA Counter at wall below die wall and at bump out at curb. Section Cut 6/A11.3 sim. is provided at the ADA Counter in Elevation 4/A11.4 and shows G2 adhered to the die wall substrate, it is not depicted as a curb condition as shown in Elevations. Please confirm Detail 6/A11.3 Sim. callout for G2 by Millwork attached to die wall supersedes elevation callout for SC-1 Curb by others.	10/4/2022	Will update sheets for clarity in next issuance Ground Level: Granite finish Middle Level: Granite finish Upper Level: Concrete finish	10/7/2022	5
71	Pre-Bid	Electrical	Building		General		10/4/2022	Please confirm the Owner will be providing all fixtures and T24 Lighting controls will be by the electrical contractor.	10/4/2022	Villa lighting provides all control devices.	10/6/2022	4
72	Pre-Bid	Electrical	Site		E1.00			Reference Sheet E1.00 / EP-46 HD Spectacular. Please provide HD Spectacular Drawings.	10/4/2022			

TopGolf Montebello Prebid RFI Log GMP RFI Log												
RFI #	Phase	Trade / Work Category	Location	Specification Section	Sheet / Drawing	Detail / Page	Date Created	Question	Date Submitted (Design)	Response	Date Responded	Answer Issued In Add. No.
73	Pre-Bid	Misc. Metals	Building	N/A	RS1.1	N/A	10/21/2022	Referencing RS1.1, stairs and parapet wall supports are called out as deferred submittals, however these are both Owner furnished/Contractor installed. Please confirm the Owner will provide the deferred approval for both stairs and parapet wall supports for contractor installation.	10/21/2022	Our understanding is that the stairs will be provided in the steel package as they normally are. We have designed the structural for the stairs and they are not a deferred item. Similarly, M/M has designed supports for the parapet walls so the roof and parapet walls can be put in place before the building is enclosed. It is our understanding that this will also be provided in the steel package and M/M will provide the design.	10/24/2022	NOT ISSUED
74	Pre-Bid	Steel	Building	N/A	S sheets	ATTACHMNET	10/21/2022	In an effort to align with the Topgolf Furnished steel shop drawings and to prepare the grid system for coordination with our trade partners and self-perform team, we are requesting clarification to twenty-two (22) items. Referencing the attached plan sheets, please provide clear direction to our grid system questions.	10/21/2022			
75	Pre-Bid	Steel	Building	N/A	S3.2, S3.3		10/24/2022	Referencing S3.2 & S3.3, #9 anchor bars are called out to be attached to the side of the flanges at the moment frame columns. Note 3 calls out the option to utilize mechanical couplers (shop welded) in lieu of field welding these anchor bars. Please confirm the shop welded mechanical couplers are Owner furnished for contractor to thread #9 bars through.	10/24/2022			
76	Pre-Bid	Steel	Building	N/A		ATTACHME	10/26/2022	Referencing S3.2 & S3.3, #9 anchor bars are called out to be attached to the side of the flanges at the moment frame columns. To maintain project schedule, these structural steel columns will need to be provided prior pouring the foundations.	10/28/2022			
77	Pre-Bid	Electrical	Building	16400	E0.03	2.1.A	10/28/2022	The approved switchgear manufacturers listed in the specifications are unable to provide switchgear in alignment with the project schedule for permanent power. Eaton Switchgear is the only manufacturer that has indicated they can provide switchgear within a timely manner to comply with the schedule. Eaton switchgear was an approved manufacturer and was successfully installed at the El Segundo Top Golf Facility. Please review and confirm if Eaton can be added to the list of acceptable manufacturers for the switchgear.	10/28/2022			
78	Pre-Bid											
79	Pre-Bid											

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VALUE ANALYSIS LOG

Topgolf Montebello Value Analysis Log
GMP November 8, 2022

Item Number	Name	Description	Item Cost / ROM	Status	Notes
1	Sound Insulation	Fiberglass Sound Insulation in lieu of Thermafiber	$ (30,000)	Pending	Accepted at Topgolf El Segundo
2	Column Covers	Provide Diamond Perforated column covers in lieu of McNichols Perforated Materials for MTL-6	$ (50,000)	Pending	Accepted at Topgolf El Segundo
3	Revise Irrigation	Revise Lateral Drip spacing from 12" oc to 18" oc	$ (47,000)	Pending	
4	Irrigation Controller	Install IQ weather card within controller in lieu of freestanding Weather Station	$ (16,000)	Pending	
5	Hitting Bay Glass Thickness	Revise curtain wall at hitting bays to non insulated glass with pocket for 1/4 inches glass (Replacing G6 glass (1 inch IGU Grey Tint) with G2 glass (1/4 inch Grey Tint)	$ (30,000)	Pending	Accepted at Topgolf El Segundo
6	ProPress for Domestic Water	ProPress for Domestic Water Systems in lieu of solder/brazed (Does not assume engineering costs)	$ (45,000)	Pending	Reviewed at El Segundo
7	Provide mix Aluminum/ copper Bus for Switchgear	Revise switchgear bus material from copper per the specifications to a mix of copper & aluminum per PCX proposal.	$ (65,000)	Pending	
8	Reduce Intumescent Paint	Reduce intumescent and provide fireproofing - trowel finish similar to El Segundo	$ (35,000)	Pending	
9	Replace Asphalt with CMB (2" AC/4" AB)	Revise to 6" AB - CMB	$ (82,000)	Pending	
10	Reduce the od size of the WD-1 Soffit to match ML Floor Opening	WD-1 Wood Ceiling at Dining Area 101, per A2.2a, reference details 8/A11.3. REF. DSK-4 MTL Soffit	$ (143,000)	Pending	
11	Use V2 Hardee Board Col Wraps at CL#2	Cannot be taken with Item #2. Replace MTL column covers with Fiber Cement Board. REF DSK-8	$ 346,000	Pending	Cannot be taken with #2

Topgolf Montebello Value Analysis Log
GMP November 8, 2022

Item Number	Name	Description	Item Cost / ROM	Status	Notes
12	Remove Tile from UL Bar and adjacent hallways	Remove T-13 at room 201 and replace with polished concrete. REF DSK-9	TBD	Pending	Topgolf to confirm stair 2 adjustment can be implemented
13	Remove vent windows at sawtooth	eplace OO-2, MM-2, NN-2, and LL-2 with fixed glazing in lieu of vented. REF DSK-3	$ (44,000)	Pending	
14	Remove "bus stop" patio bench feature	Remove bench, IPE canopy, steel, footings, rebar and fans. REF DSK-1	TBD	Pending	
15	Remove Granite Curbs	Remove G-2 base callout at details 2 and 3 / A11.3; 5/A11.3; 6/A11.3; 1/A11.5; 2/A11.5; 6/A11.5; 7/A11.5; 12, 11/A11.5. REF DSK-2	TBD	Pending	
16	Remove mirrors in UL event space	Remove MR-1 at 2/A11.2 and replace with WC-5. REF DSK-5	TBD	Pending	
17	Replace Oak Vinyl w/ Hufcor Finish on Operable Partition	Replace operable partition finish WV-1 per A9.1a with WC-5	TBD	Pending	
18	Remove tile from non-wet walls in gang RR	Delete Tile from non wet walls at all Gang Restrooms - Ref. A8.1. Restrooms 009, 105, 209, 008, 104, 208 - replace with Paint - pattern P-14, P-15, P-5. REF DSK-7	$ (25,000)	Pending	
		Totals	**$ (266,000)**		

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ALLOWANCE LOG

Topgolf Montebello Allowance Log
GMP November 8, 2022

Item Number	Name	Allowance	Notes
1	Construction Allowance - E&O, OFCI Materials, TG Field Changes, Permit Comments	$ 500,000	
2	Coring, Patching, Flashing, Fireproofing	$ 25,000	
3	Topgolf Trailer Rentals	$ 13,500	
4	Access Gates	$ 5,000	
5	Security Fencing for Topgolf	$ 25,000	
6	Utility Usage	$ 5,000	
7	Façade Signage Conduit	$ 30,000	
8	Landscape	$ 288,000	$12/SF @ 24,000 SF
9	Temporary Generator	$ 110,000	2 months
10	Facility and site improvement materials purchased from Topgolf	$ 6,227,828	
		$ 7,229,328	

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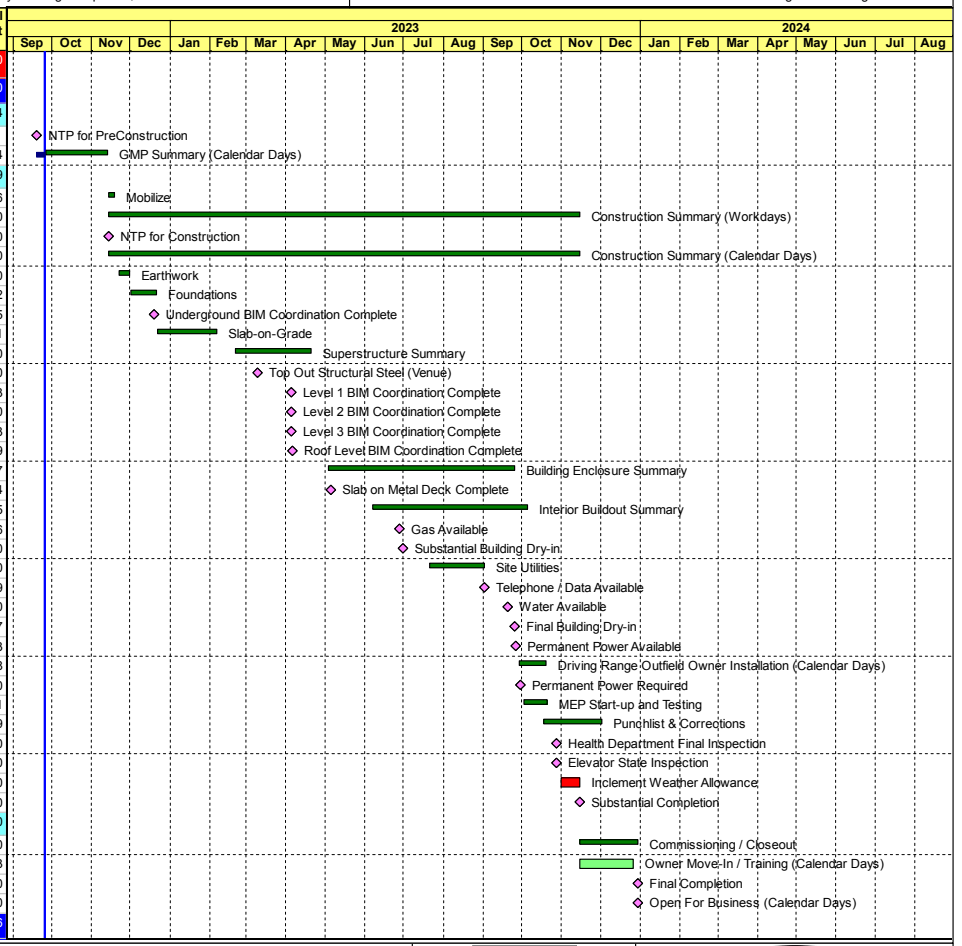
SCHEDULE

Project ID: 7791MSTR | McCarthy Building Companies, Inc. | Page 1 of 35 Pages

Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
Topgolf Montebello		318	Sep-19-22 A	Dec-29-23	0
Project Summary and Milestones		318	Sep-19-22 A	Dec-29-23	0
Preconstruction		16	Sep-19-22 A	Nov-13-22	4
ML-1900	NTP for PreConstruction	0	Sep-19-22 A		
ML-4650	GMP Summary (Calendar Days)	22	Sep-19-22 A	Nov-13-22	4
Construction		265	Nov-14-22	Dec-01-23	19
ML-1920	Mobilize	5	Nov-14-22	Nov-18-22	16
ML-1870	Construction Summary (Workdays)	254	Nov-14-22	Nov-14-23	0
ML-1960	NTP for Construction	0	Nov-14-22*		0
ML-3810	Construction Summary (Calendar Days)	366	Nov-14-22	Nov-14-23	0
ML-1730	Earthwork	5	Nov-22-22	Nov-30-22	10
ML-9480	Foundations	15	Dec-01-22	Dec-21-22	12
ML-9510	Underground BIM Coordination Complete	0		Dec-19-22	15
ML-1700	Slab-on-Grade	31	Dec-22-22	Feb-06-23	71
ML-1740	Superstructure Summary	44	Feb-20-23	Apr-20-23	0
ML-1620	Top Out Structural Steel (Venue)	0		Mar-09-23	0
ML-9520	Level 1 BIM Coordination Complete	0		Apr-04-23	3
ML-9530	Level 2 BIM Coordination Complete	0		Apr-04-23	10
ML-9540	Level 3 BIM Coordination Complete	0		Apr-04-23	13
ML-9550	Roof Level BIM Coordination Complete	0		Apr-05-23	19
ML-1750	Building Enclosure Summary	100	May-04-23	Sep-25-23	7
ML-1710	Slab on Metal Deck Complete	0		May-05-23	4
ML-7602	Interior Buildout Summary	85	Jun-07-23	Oct-05-23	5
ML-7520	Gas Available	0		Jun-27-23	76
ML-1570	Substantial Building Dry-in	0	Jun-30-23		0
ML-9470	Site Utilities	31	Jul-21-23	Sep-01-23	0
ML-7540	Telephone / Data Available	0		Sep-01-23	19
ML-7530	Water Available	0		Sep-19-23	20
ML-2410	Final Building Dry-in	0		Sep-25-23	7
ML-1690	Permanent Power Available	0		Sep-26-23	3
ML-7702	Driving Range Outfield Owner Installation (Calendar Days)	21	Sep-29-23	Oct-19-23	8
ML-9500	Permanent Power Required	0		Sep-29-23	0
ML-4901	MEP Start-up and Testing	15	Oct-02-23	Oct-20-23	1
ML-2620	Punchlist & Corrections	30	Oct-18-23	Dec-01-23	19
ML-1860	Health Department Final Inspection	0		Oct-27-23	0
ML-9490	Elevator State Inspection	0		Oct-27-23	0
ML-1510	Inclement Weather Allowance	10	Oct-31-23	Nov-14-23	0
ML-1590	Substantial Completion	0		Nov-14-23	0
Close-out / Move-in		30	Nov-15-23	Dec-29-23	0
ML-1530	Commissioning / Closeout	30	Nov-15-23	Dec-29-23	0
ML-1840	Owner Move-In / Training (Calendar Days)	42	Nov-15-23	Dec-26-23	3
ML-1540	Final Completion	0		Dec-29-23	0
ML-1850	Open For Business (Calendar Days)	0		Dec-29-23*	0
Trade Procurement & GMP Development		22	Sep-19-22 A	Oct-25-22	16



Run Date - Oct-28-22
Start Date - Sep-19-22
Finish Date - Dec-29-23
Data Date - Sep-26-22

Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone

Topgolf Montebello

All Activities

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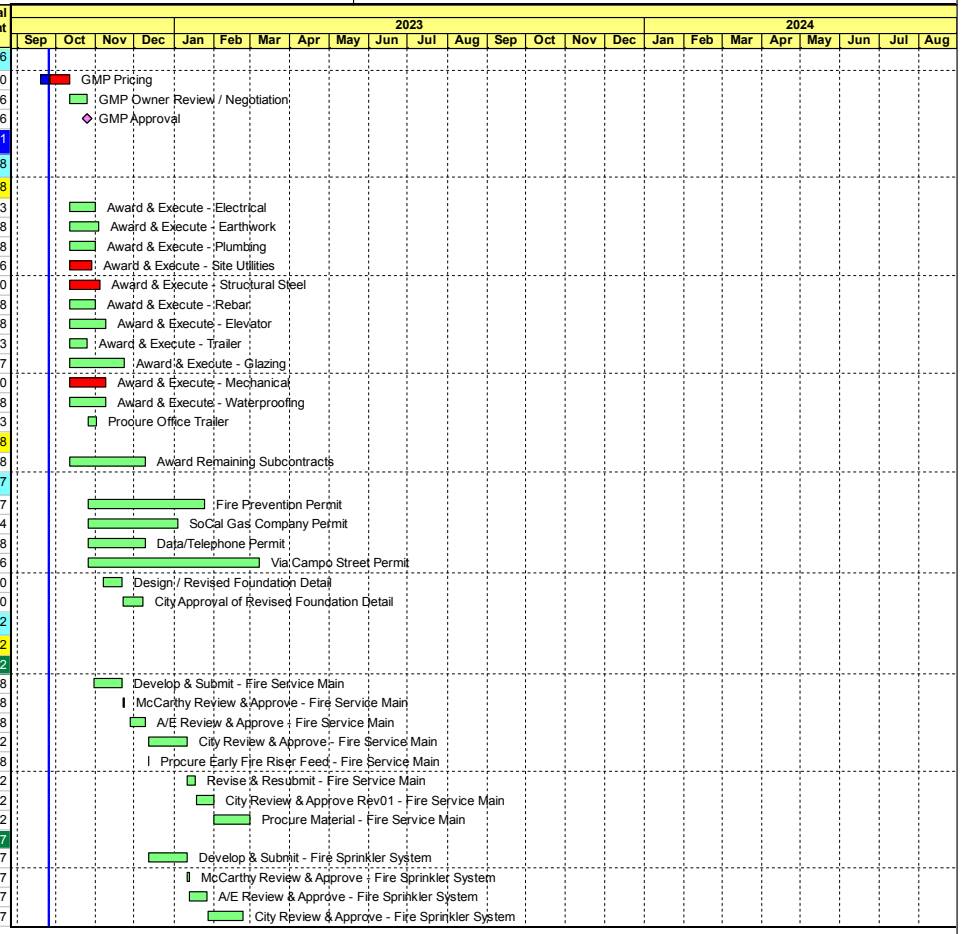
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
Guaranteed Maximum Price		22	Sep-19-22 A	Oct-25-22	16
110325	GMP Pricing	10	Sep-19-22 A	Oct-11-22	0
110574	GMP Owner Review / Negotiation	10	Oct-12-22	Oct-25-22	16
110584	GMP Approval	0		Oct-25-22	16
Administration		252	Oct-12-22	Oct-10-23	21
Buyout / Contracting		40	Oct-12-22	Dec-09-22	28
Early Trades		30	Oct-12-22	Nov-23-22	28
BO2800	Award & Execute - Electrical	14	Oct-12-22	Oct-31-22	3
BO2810	Award & Execute - Earthwork	17	Oct-12-22	Nov-03-22	18
BO2820	Award & Execute - Plumbing	14	Oct-12-22	Oct-31-22	18
BO2830	Award & Execute - Site Utilities	13	Oct-12-22	Oct-28-22	6
BO2840	Award & Execute - Structural Steel	18	Oct-12-22	Nov-04-22	0
BO2850	Award & Execute - Rebar	14	Oct-12-22	Oct-31-22	18
BO2860	Award & Execute - Elevator	20	Oct-12-22	Nov-08-22	8
BO2870	Award & Execute - Trailer	10	Oct-12-22	Oct-25-22	23
BO2880	Award & Execute - Glazing	30	Oct-12-22	Nov-23-22	7
BO2890	Award & Execute - Mechanical	20	Oct-12-22	Nov-08-22	0
BO2891	Award & Execute - Waterproofing	20	Oct-12-22	Nov-08-22	38
SM-1140	Procure Office Trailer	5	Oct-26-22	Nov-01-22	23
Remaining Trades		40	Oct-12-22	Dec-09-22	28
BO2750	Award Remaining Subcontracts	40	Oct-12-22	Dec-09-22	28
Permits		90	Oct-26-22	Mar-07-23	117
PE2900	Fire Prevention Permit	60	Oct-26-22	Jan-24-23	147
PE2920	SoCal Gas Company Permit	45	Oct-26-22	Jan-03-23	154
PE2930	Data/Telephone Permit	30	Oct-26-22	Dec-09-22	138
PE2940	Via Campo Street Permit	90	Oct-26-22	Mar-07-23	16
PE2950	Design / Revised Foundation Detail	10	Nov-07-22*	Nov-21-22	10
PE2960	City Approval of Revised Foundation Detail	10	Nov-22-22	Dec-07-22	10
Deferred Approvals		203	Oct-31-22	Aug-18-23	22
Venue		203	Oct-31-22	Aug-18-23	22
Fire Service Main		82	Oct-31-22	Feb-28-23	122
DA1000	Develop & Submit - Fire Service Main	15	Oct-31-22	Nov-21-22	18
DA1010	McCarthy Review & Approve - Fire Service Main	2	Nov-22-22	Nov-23-22	18
DA1020	A/E Review & Approve - Fire Service Main	10	Nov-28-22	Dec-09-22	18
DA1030	City Review & Approve - Fire Service Main	20	Dec-12-22	Jan-10-23	122
DA1040	Procure Early Fire Riser Feed - Fire Service Main	1	Dec-12-22	Dec-12-22	18
DA1840	Revise & Resubmit - Fire Service Main	5	Jan-11-23	Jan-17-23	122
DA1850	City Review & Approve Rev01 - Fire Service Main	10	Jan-18-23	Jan-31-23	122
DA1060	Procure Material - Fire Service Main	20	Feb-01-23	Feb-28-23	122
Fire Sprinkler System		87	Dec-12-22	Apr-13-23	37
DA1070	Develop & Submit - Fire Sprinkler System	20	Dec-12-22	Jan-10-23	37
DA1080	McCarthy Review & Approve - Fire Sprinkler System	2	Jan-11-23	Jan-12-23	37
DA1090	A/E Review & Approve - Fire Sprinkler System	10	Jan-13-23	Jan-26-23	37
DA1100	City Review & Approve - Fire Sprinkler System	20	Jan-27-23	Feb-23-23	37



Run Date - Oct-28-22
Start Date - Sep-19-22
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Data Date - Sep-26-22

Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone

Topgolf Montebello

All Activities

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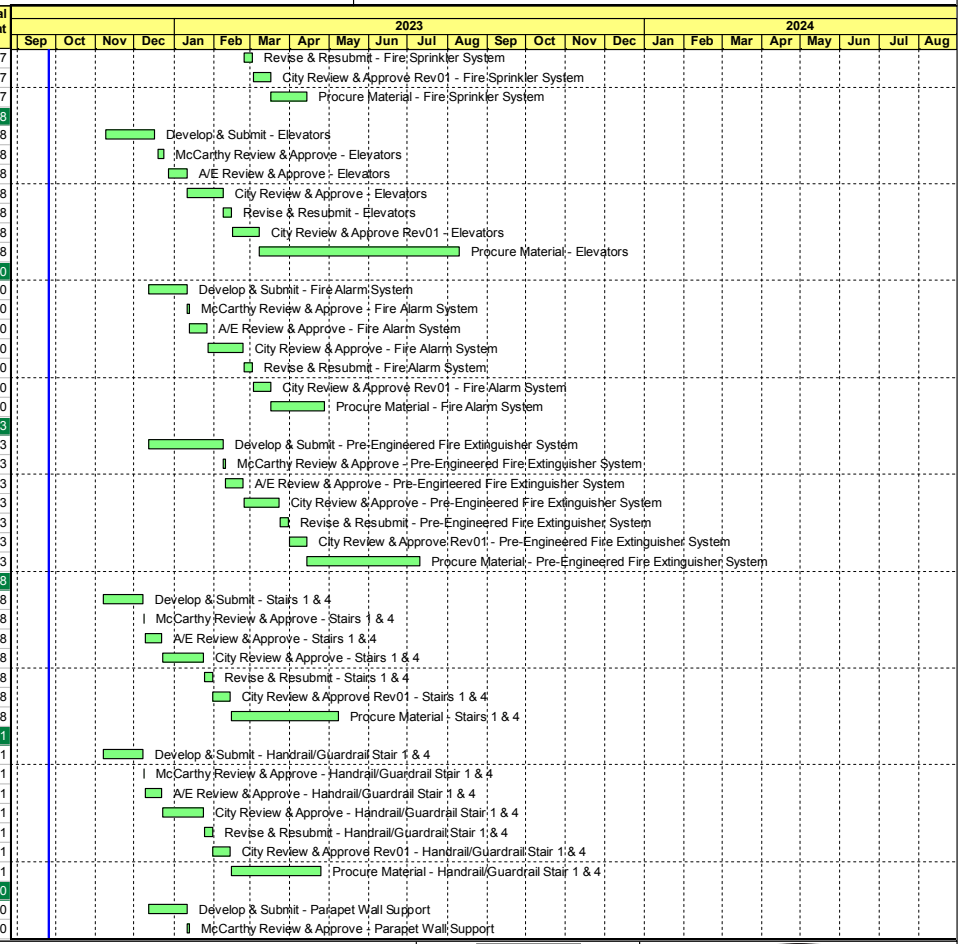
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
DA1110	Revise & Resubmit - Fire Sprinkler System	5	Feb-24-23	Mar-02-23	37
DA1120	City Review & Approve Rev01 - Fire Sprinkler System	10	Mar-03-23	Mar-16-23	37
DA1130	Procure Material - Fire Sprinkler System	20	Mar-17-23	Apr-13-23	37
Elevators		190	Nov-09-22	Aug-10-23	8
DA1700	Develop & Submit - Elevators	25	Nov-09-22	Dec-16-22	8
DA1710	McCarthy Review & Approve - Elevators	5	Dec-19-22	Dec-23-22	8
DA1720	A/E Review & Approve - Elevators	10	Dec-27-22	Jan-10-23	8
DA1730	City Review & Approve - Elevators	20	Jan-11-23	Feb-07-23	8
DA1740	Revise & Resubmit - Elevators	5	Feb-08-23	Feb-14-23	8
DA1750	City Review & Approve Rev01 - Elevators	15	Feb-15-23	Mar-07-23	8
DA1760	Procure Material - Elevators	110	Mar-08-23	Aug-10-23	8
Fire Alarm System		97	Dec-12-22	Apr-27-23	30
DA1140	Develop & Submit - Fire Alarm System	20	Dec-12-22	Jan-10-23	30
DA1150	McCarthy Review & Approve - Fire Alarm System	2	Jan-11-23	Jan-12-23	30
DA1160	A/E Review & Approve - Fire Alarm System	10	Jan-13-23	Jan-26-23	30
DA1170	City Review & Approve - Fire Alarm System	20	Jan-27-23	Feb-23-23	30
DA1180	Revise & Resubmit - Fire Alarm System	5	Feb-24-23	Mar-02-23	30
DA1190	City Review & Approve Rev01 - Fire Alarm System	10	Mar-03-23	Mar-16-23	30
DA1200	Procure Material - Fire Alarm System	30	Mar-17-23	Apr-27-23	30
Pre-Engineered Fire Extinguishing System		147	Dec-12-22	Jul-10-23	33
DA1210	Develop & Submit - Pre-Engineered Fire Extinguisher System	40	Dec-12-22	Feb-07-23	33
DA1220	McCarthy Review & Approve - Pre-Engineered Fire Extinguisher Sys	2	Feb-08-23	Feb-09-23	33
DA1230	A/E Review & Approve - Pre-Engineered Fire Extinguisher System	10	Feb-10-23	Feb-23-23	33
DA1240	City Review & Approve - Pre-Engineered Fire Extinguisher System	20	Feb-24-23	Mar-23-23	33
DA1250	Revise & Resubmit - Pre-Engineered Fire Extinguisher System	5	Mar-24-23	Mar-30-23	33
DA1260	City Review & Approve Rev01 - Pre-Engineered Fire Extinguisher Sy	10	Mar-31-23	Apr-13-23	33
DA1270	Procure Material - Pre-Engineered Fire Extinguisher System	60	Apr-14-23	Jul-10-23	33
Stairs		126	Nov-07-22	May-08-23	48
DA1280	Develop & Submit - Stairs 1 & 4	20	Nov-07-22	Dec-07-22	48
DA1290	McCarthy Review & Approve - Stairs 1 & 4	1	Dec-08-22	Dec-08-22	48
DA1300	A/E Review & Approve - Stairs 1 & 4	10	Dec-09-22	Dec-22-22	48
DA1310	City Review & Approve - Stairs 1 & 4	20	Dec-23-22	Jan-23-23	48
DA1320	Revise & Resubmit - Stairs 1 & 4	5	Jan-24-23	Jan-30-23	48
DA1330	City Review & Approve Rev01 - Stairs 1 & 4	10	Jan-31-23	Feb-13-23	48
DA1340	Procure Material - Stairs 1 & 4	60	Feb-14-23	May-08-23	48
Handrail/Guardrail		116	Nov-07-22	Apr-24-23	101
DA1350	Develop & Submit - Handrail/Guardrail Stair 1 & 4	20	Nov-07-22	Dec-07-22	101
DA1360	McCarthy Review & Approve - Handrail/Guardrail Stair 1 & 4	1	Dec-08-22	Dec-08-22	101
DA1370	A/E Review & Approve - Handrail/Guardrail Stair 1 & 4	10	Dec-09-22	Dec-22-22	101
DA1380	City Review & Approve - Handrail/Guardrail Stair 1 & 4	20	Dec-23-22	Jan-23-23	101
DA1390	Revise & Resubmit - Handrail/Guardrail Stair 1 & 4	5	Jan-24-23	Jan-30-23	101
DA1400	City Review & Approve Rev01 - Handrail/Guardrail Stair 1 & 4	10	Jan-31-23	Feb-13-23	101
DA1410	Procure Material - Handrail/Guardrail Stair 1 & 4	50	Feb-14-23	Apr-24-23	101
Parapet Wall Support		77	Dec-12-22	Mar-30-23	30
DA1420	Develop & Submit - Parapet Wall Support	20	Dec-12-22	Jan-10-23	30
DA1430	McCarthy Review & Approve - Parapet Wall Support	2	Jan-11-23	Jan-12-23	30



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Topgolf Montebello

All Activities

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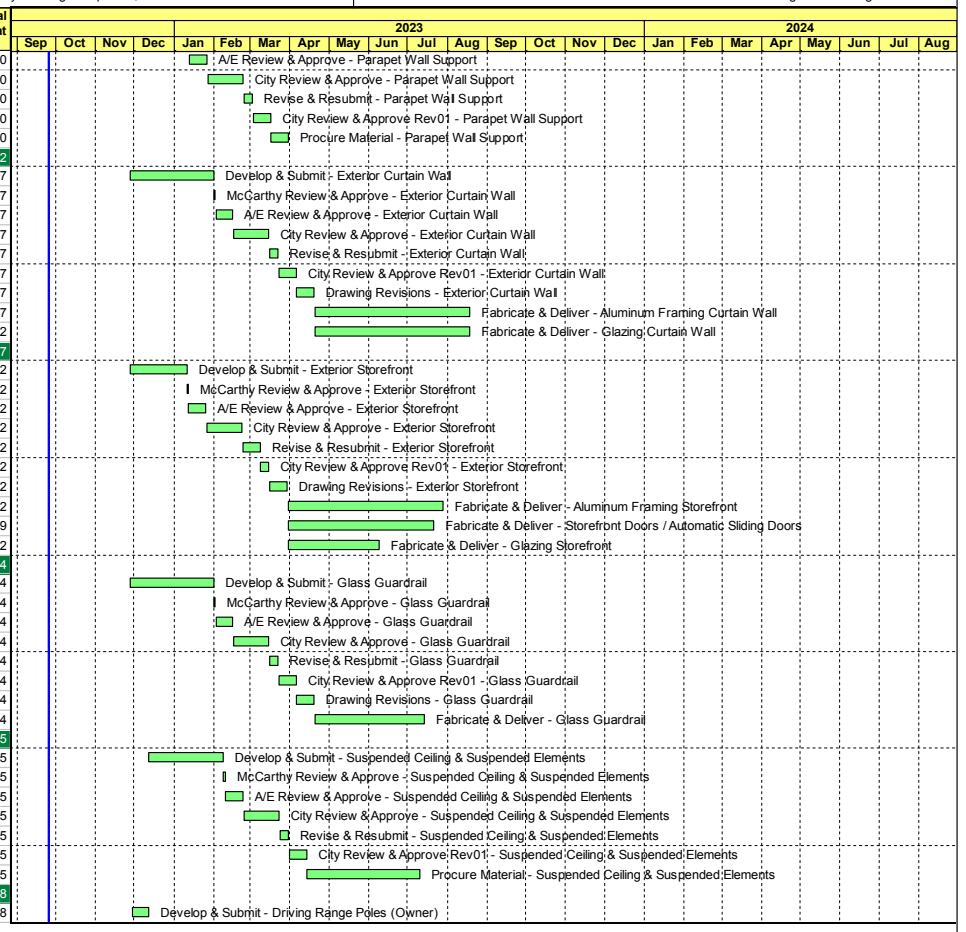
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
DA1440	A/E Review & Approve - Parapet Wall Support	10	Jan-13-23	Jan-26-23	30
DA1450	City Review & Approve - Parapet Wall Support	20	Jan-27-23	Feb-23-23	30
DA1460	Revise & Resubmit - Parapet Wall Support	5	Feb-24-23	Mar-02-23	30
DA1470	City Review & Approve Rev01 - Parapet Wall Support	10	Mar-03-23	Mar-16-23	30
DA1480	Procure Material - Parapet Wall Support	10	Mar-17-23	Mar-30-23	30
Exterior Curtain Wall		186	Nov-28-22	Aug-18-23	22
DA1490	Develop & Submit - Exterior Curtain Wall	45	Nov-28-22	Jan-31-23	7
DA1500	McCarthy Review & Approve - Exterior Curtain Wall	1	Feb-01-23	Feb-01-23	7
DA1510	A/E Review & Approve - Exterior Curtain Wall	10	Feb-02-23	Feb-15-23	7
DA1520	City Review & Approve - Exterior Curtain Wall	20	Feb-16-23	Mar-15-23	7
DA1530	Revise & Resubmit - Exterior Curtain Wall	5	Mar-16-23	Mar-22-23	7
DA1540	City Review & Approve Rev01 - Exterior Curtain Wall	10	Mar-23-23	Apr-05-23	7
DA1960	Drawing Revisions - Exterior Curtain Wall	10	Apr-06-23	Apr-19-23	7
DA1550	Fabricate & Deliver - Aluminum Framing Curtain Wall	85	Apr-20-23	Aug-18-23	7
DA1940	Fabricate & Deliver - Glazing Curtain Wall	85	Apr-20-23	Aug-18-23	22
Exterior Storefront		171	Nov-28-22	Jul-28-23	37
DA1560	Develop & Submit - Exterior Storefront	30	Nov-28-22	Jan-10-23	22
DA1570	McCarthy Review & Approve - Exterior Storefront	1	Jan-11-23	Jan-11-23	22
DA1580	A/E Review & Approve - Exterior Storefront	10	Jan-12-23	Jan-25-23	22
DA1590	City Review & Approve - Exterior Storefront	20	Jan-26-23	Feb-22-23	22
DA1600	Revise & Resubmit - Exterior Storefront	10	Feb-23-23	Mar-08-23	22
DA1610	City Review & Approve Rev01 - Exterior Storefront	5	Mar-09-23	Mar-15-23	22
DA1970	Drawing Revisions - Exterior Storefront	10	Mar-16-23	Mar-29-23	22
DA1620	Fabricate & Deliver - Aluminum Framing Storefront	85	Mar-30-23	Jul-28-23	22
DA1860	Fabricate & Deliver - Storefront Doors / Automatic Sliding Doors	80	Mar-30-23	Jul-21-23	29
DA1950	Fabricate & Deliver - Glazing Storefront	50	Mar-30-23	Jun-08-23	72
Glass Guardrail		161	Nov-28-22	Jul-14-23	24
DA1870	Develop & Submit - Glass Guardrail	45	Nov-28-22	Jan-31-23	24
DA1880	McCarthy Review & Approve - Glass Guardrail	1	Feb-01-23	Feb-01-23	24
DA1890	A/E Review & Approve - Glass Guardrail	10	Feb-02-23	Feb-15-23	24
DA1900	City Review & Approve - Glass Guardrail	20	Feb-16-23	Mar-15-23	24
DA1910	Revise & Resubmit - Glass Guardrail	5	Mar-16-23	Mar-22-23	24
DA1920	City Review & Approve Rev01 - Glass Guardrail	10	Mar-23-23	Apr-05-23	24
DA1980	Drawing Revisions - Glass Guardrail	10	Apr-06-23	Apr-19-23	24
DA1930	Fabricate & Deliver - Glass Guardrail	60	Apr-20-23	Jul-14-23	24
Suspended Ceiling & Suspended Elements		147	Dec-12-22	Jul-10-23	45
DA1630	Develop & Submit - Suspended Ceiling & Suspended Elements	40	Dec-12-22	Feb-07-23	45
DA1640	McCarthy Review & Approve - Suspended Ceiling & Suspended Elen	2	Feb-08-23	Feb-09-23	45
DA1650	A/E Review & Approve - Suspended Ceiling & Suspended Elements	10	Feb-10-23	Feb-23-23	45
DA1660	City Review & Approve - Suspended Ceiling & Suspended Elements	20	Feb-24-23	Mar-23-23	45
DA1670	Revise & Resubmit - Suspended Ceiling & Suspended Elements	5	Mar-24-23	Mar-30-23	45
DA1680	City Review & Approve Rev01 - Suspended Ceiling & Suspended Ele	10	Mar-31-23	Apr-13-23	45
DA1690	Procure Material - Suspended Ceiling & Suspended Elements	60	Apr-14-23	Jul-10-23	45
Driving Range Poles		81	Nov-29-22	Mar-23-23	78
DA1770	Develop & Submit - Driving Range Poles (Owner)	10	Nov-29-22	Dec-12-22	78



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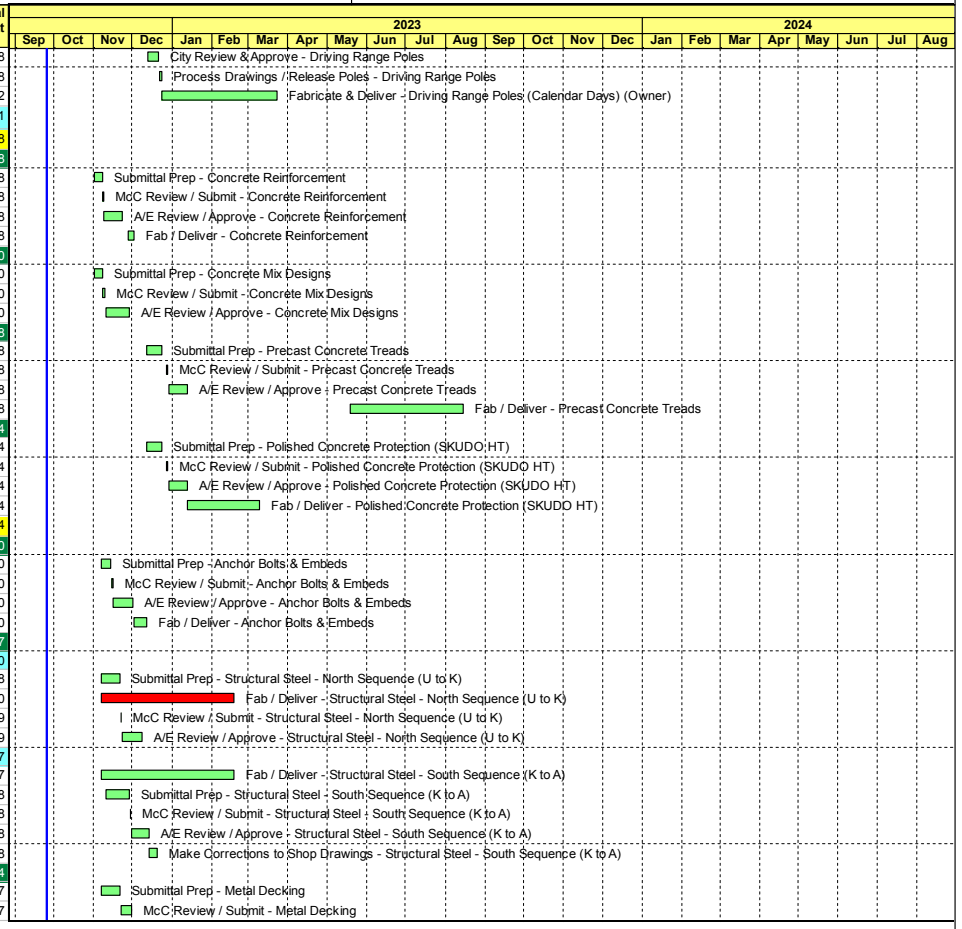
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
DA1800	City Review & Approve - Driving Range Poles	7	Dec-13-22	Dec-21-22	78
DA1990	Process Drawings / Release Poles - Driving Range Poles	2	Dec-22-22	Dec-23-22	78
DA1830	Fabricate & Deliver - Driving Range Poles (Calendar Days) (Owner)	90	Dec-24-22	Mar-23-23	112
Submittals / Material Procurement		239	Oct-31-22	Oct-10-23	21
Division 03		198	Nov-01-22	Aug-14-23	48
Concrete Reinforcement		21	Nov-01-22	Dec-02-22	18
SUB-3610	Submittal Prep - Concrete Reinforcement	5	Nov-01-22	Nov-07-22	18
SUB-7620	McC Review / Submit - Concrete Reinforcement	1	Nov-08-22	Nov-08-22	18
SUB-3630	A/E Review / Approve - Concrete Reinforcement	10	Nov-09-22	Nov-23-22	18
SUB-7640	Fab / Deliver - Concrete Reinforcement	5	Nov-28-22	Dec-02-22	18
Cast In Place Concrete		17	Nov-01-22	Nov-28-22	30
SUB-3650	Submittal Prep - Concrete Mix Designs	5	Nov-01-22	Nov-07-22	30
SUB-7660	McC Review / Submit - Concrete Mix Designs	2	Nov-08-22	Nov-09-22	30
SUB-3670	A/E Review / Approve - Concrete Mix Designs	10	Nov-10-22	Nov-28-22	30
Precast Concrete Treads		172	Dec-12-22	Aug-14-23	48
SUB-9970	Submittal Prep - Precast Concrete Treads	10	Dec-12-22	Dec-23-22	138
SUB-9980	McC Review / Submit - Precast Concrete Treads	2	Dec-27-22	Dec-28-22	138
SUB-9990	A/E Review / Approve - Precast Concrete Treads	10	Dec-29-22	Jan-12-23	138
SUB-10000	Fab / Deliver - Precast Concrete Treads	60	May-19-23	Aug-14-23	48
Polished Concrete Protection (SKUDO HT)		62	Dec-12-22	Mar-09-23	44
SUB-10010	Submittal Prep - Polished Concrete Protection (SKUDO HT)	10	Dec-12-22	Dec-23-22	44
SUB-10020	McC Review / Submit - Polished Concrete Protection (SKUDO HT)	2	Dec-27-22	Dec-28-22	44
SUB-10030	A/E Review / Approve - Polished Concrete Protection (SKUDO HT)	10	Dec-29-22	Jan-12-23	44
SUB-10040	Fab / Deliver - Polished Concrete Protection (SKUDO HT)	40	Jan-13-23	Mar-09-23	44
Division 05		80	Nov-07-22	Mar-03-23	94
Anchor Bolts & Embeds		23	Nov-07-22	Dec-12-22	10
SUB-5700	Submittal Prep - Anchor Bolts & Embeds	5	Nov-07-22	Nov-14-22	10
SUB-5710	McC Review / Submit - Anchor Bolts & Embeds	1	Nov-15-22	Nov-15-22	10
SUB-5720	A/E Review / Approve - Anchor Bolts & Embeds	10	Nov-16-22	Dec-01-22	10
SUB-5730	Fab / Deliver - Anchor Bolts & Embeds	7	Dec-02-22	Dec-12-22	10
Structural Steel		70	Nov-07-22	Feb-17-23	7
North (U to K) Sequence		70	Nov-07-22	Feb-17-23	0
SUB-7690	Submittal Prep - Structural Steel - North Sequence (U to K)	10	Nov-07-22	Nov-21-22	48
SUB-3720	Fab / Deliver - Structural Steel - North Sequence (U to K)	70	Nov-07-22	Feb-17-23	0
SUB-3700	McC Review / Submit - Structural Steel - North Sequence (U to K)	1	Nov-22-22	Nov-22-22	49
SUB-7710	A/E Review / Approve - Structural Steel - North Sequence (U to K)	10	Nov-23-22	Dec-08-22	49
South (K to A) Sequence		70	Nov-07-22	Feb-17-23	7
SUB-6260	Fab / Deliver - Structural Steel - South Sequence (K to A)	70	Nov-07-22	Feb-17-23	7
SUB-6220	Submittal Prep - Structural Steel - South Sequence (K to A)	10	Nov-10-22	Nov-28-22	48
SUB-6230	McC Review / Submit - Structural Steel - South Sequence (K to A)	1	Nov-29-22	Nov-29-22	48
SUB-6240	A/E Review / Approve - Structural Steel - South Sequence (K to A)	10	Nov-30-22	Dec-13-22	48
SUB-6250	Make Corrections to Shop Drawings - Structural Steel - South Seque	5	Dec-14-22	Dec-20-22	48
Metal Decking		80	Nov-07-22	Mar-03-23	24
SUB-8990	Submittal Prep - Metal Decking	10	Nov-07-22	Nov-21-22	47
SUB-7000	McC Review / Submit - Metal Decking	5	Nov-22-22	Nov-30-22	47



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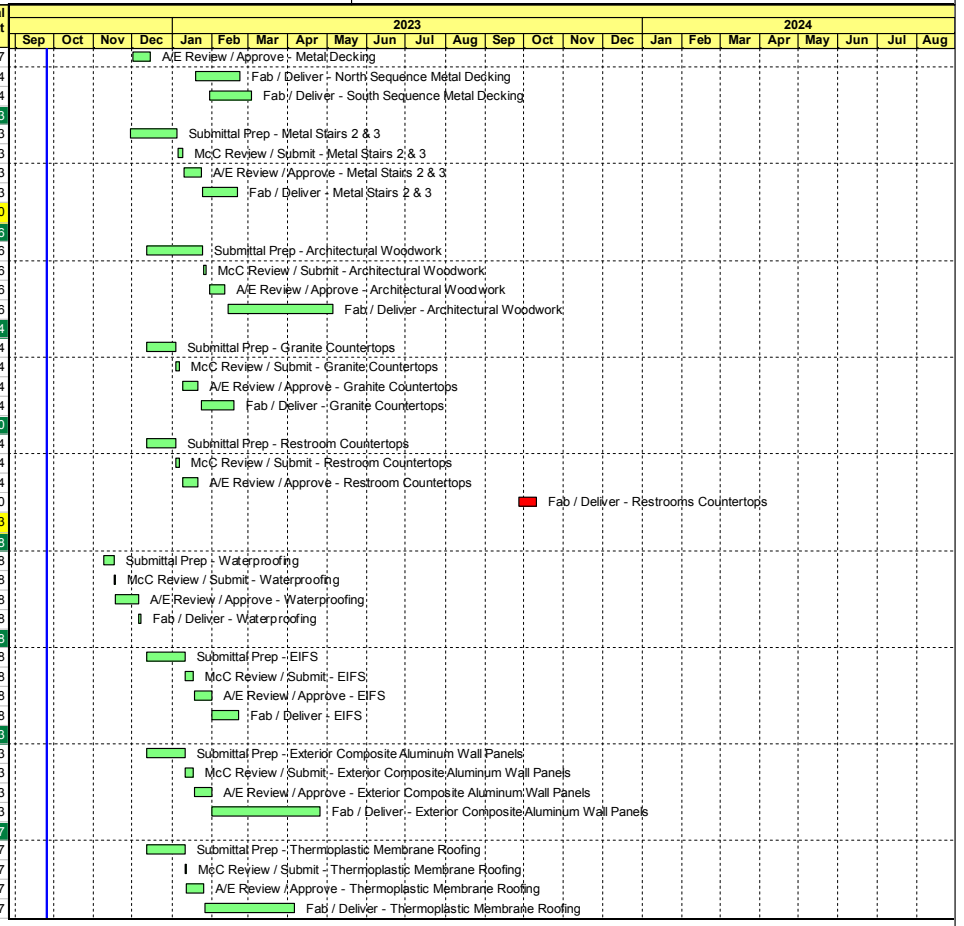
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
SUB-9010	A/E Review / Approve - Metal Decking	10	Dec-01-22	Dec-14-22	47
SUB-9640	Fab / Deliver - North Sequence Metal Decking	25	Jan-19-23	Feb-22-23	24
SUB-7020	Fab / Deliver - South Sequence Metal Decking	25	Jan-30-23	Mar-03-23	24
Metal Stairs		58	Nov-29-22	Feb-20-23	103
SUB-9030	Submittal Prep - Metal Stairs 2 & 3	25	Nov-29-22	Jan-04-23	103
SUB-7040	McC Review / Submit - Metal Stairs 2 & 3	3	Jan-05-23	Jan-09-23	103
SUB-9050	A/E Review / Approve - Metal Stairs 2 & 3	10	Jan-10-23	Jan-23-23	103
SUB-7060	Fab / Deliver - Metal Stairs 2 & 3	20	Jan-24-23	Feb-20-23	103
Division 06		212	Dec-12-22	Oct-10-23	0
Architectural Woodwork		103	Dec-12-22	May-05-23	86
SUB-4040	Submittal Prep - Architectural Woodwork	30	Dec-12-22	Jan-24-23	86
SUB-4050	McC Review / Submit - Architectural Woodwork	3	Jan-25-23	Jan-27-23	86
SUB-4060	A/E Review / Approve - Architectural Woodwork	10	Jan-30-23	Feb-10-23	86
SUB-4070	Fab / Deliver - Architectural Woodwork	60	Feb-13-23	May-05-23	86
Granite Countertops		48	Dec-12-22	Feb-17-23	124
SUB-4080	Submittal Prep - Granite Countertops	15	Dec-12-22	Jan-03-23	124
SUB-4090	McC Review / Submit - Granite Countertops	3	Jan-04-23	Jan-06-23	124
SUB-4100	A/E Review / Approve - Granite Countertops	10	Jan-09-23	Jan-20-23	124
SUB-4110	Fab / Deliver - Granite Countertops	20	Jan-23-23	Feb-17-23	124
Restroom Countertops		212	Dec-12-22	Oct-10-23	0
SUB-7090	Submittal Prep - Restroom Countertops	15	Dec-12-22	Jan-03-23	174
SUB-7100	McC Review / Submit - Restroom Countertops	3	Jan-04-23	Jan-06-23	174
SUB-7110	A/E Review / Approve - Restroom Countertops	10	Jan-09-23	Jan-20-23	174
SUB-7120	Fab / Deliver - Restrooms Countertops	10	Sep-27-23	Oct-10-23	0
Division 07		115	Nov-09-22	Apr-25-23	53
Waterproofing		18	Nov-09-22	Dec-07-22	38
SUB-3570	Submittal Prep - Waterproofing	5	Nov-09-22	Nov-16-22	38
SUB-7580	McC Review / Submit - Waterproofing	1	Nov-17-22	Nov-17-22	38
SUB-3590	A/E Review / Approve - Waterproofing	10	Nov-18-22	Dec-05-22	38
SUB-7600	Fab / Deliver - Waterproofing	2	Dec-06-22	Dec-07-22	38
Exterior Insulation and Finish Systems (EIFS)		50	Dec-12-22	Feb-21-23	88
SUB-7490	Submittal Prep - EIFS	20	Dec-12-22	Jan-10-23	88
SUB-7500	McC Review / Submit - EIFS	5	Jan-11-23	Jan-17-23	88
SUB-7510	A/E Review / Approve - EIFS	10	Jan-18-23	Jan-31-23	88
SUB-7520	Fab / Deliver - EIFS	15	Feb-01-23	Feb-21-23	88
Exterior Composite Aluminum Wall Panels		95	Dec-12-22	Apr-25-23	53
SUB-4120	Submittal Prep - Exterior Composite Aluminum Wall Panels	20	Dec-12-22	Jan-10-23	53
SUB-4130	McC Review / Submit - Exterior Composite Aluminum Wall Panels	5	Jan-11-23	Jan-17-23	53
SUB-4140	A/E Review / Approve - Exterior Composite Aluminum Wall Panels	10	Jan-18-23	Jan-31-23	53
SUB-4150	Fab / Deliver - Exterior Composite Aluminum Wall Panels	60	Feb-01-23	Apr-25-23	53
Thermoplastic Membrane Roofing		81	Dec-12-22	Apr-05-23	37
SUB-3530	Submittal Prep - Thermoplastic Membrane Roofing	20	Dec-12-22	Jan-10-23	37
SUB-7540	McC Review / Submit - Thermoplastic Membrane Roofing	1	Jan-11-23	Jan-11-23	37
SUB-3550	A/E Review / Approve - Thermoplastic Membrane Roofing	10	Jan-12-23	Jan-25-23	37
SUB-7560	Fab / Deliver - Thermoplastic Membrane Roofing	50	Jan-26-23	Apr-05-23	37



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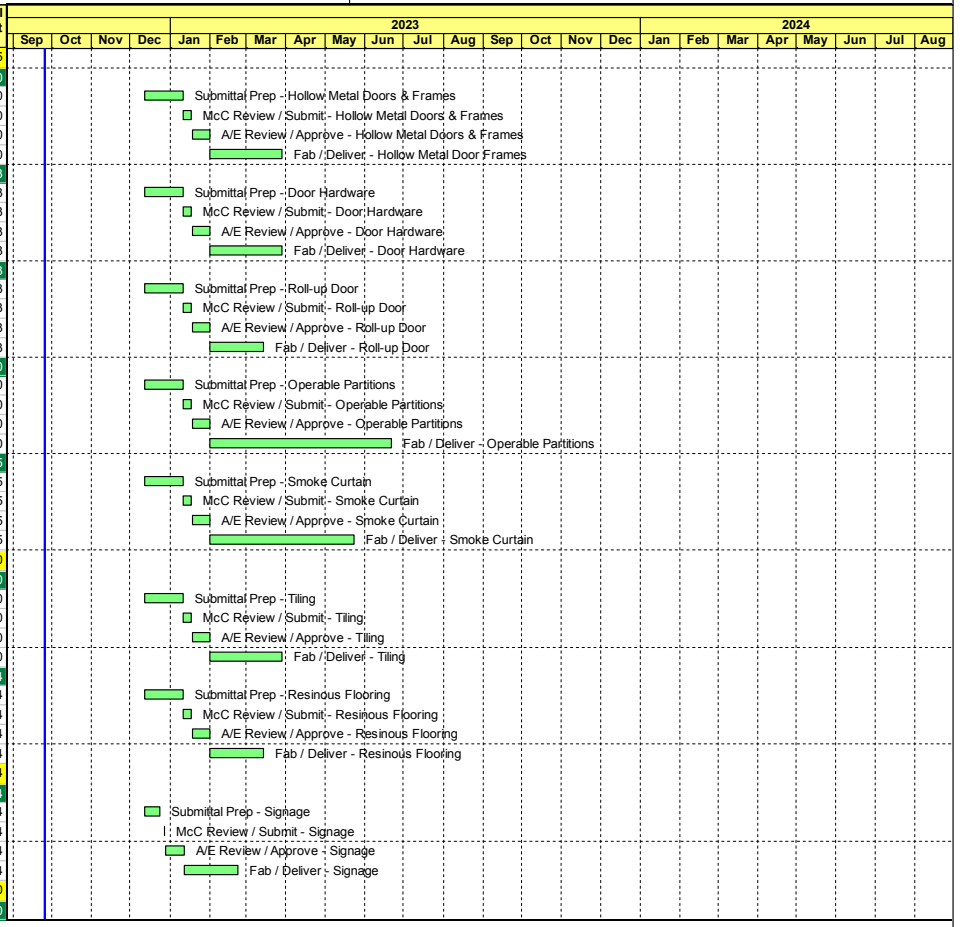
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
Division 08		135	Dec-12-22	Jun-21-23	75
Hollow Metal Doors & Frames		75	Dec-12-22	Mar-28-23	60
SUB-4160	Submittal Prep - Hollow Metal Doors & Frames	20	Dec-12-22	Jan-10-23	60
SUB-4170	McC Review / Submit - Hollow Metal Doors & Frames	5	Jan-11-23	Jan-17-23	60
SUB-4180	A/E Review / Approve - Hollow Metal Doors & Frames	10	Jan-18-23	Jan-31-23	60
SUB-4200	Fab / Deliver - Hollow Metal Door Frames	40	Feb-01-23	Mar-28-23	60
Door Hardware		75	Dec-12-22	Mar-28-23	83
SUB-4210	Submittal Prep - Door Hardware	20	Dec-12-22	Jan-10-23	83
SUB-4220	McC Review / Submit - Door Hardware	5	Jan-11-23	Jan-17-23	83
SUB-4230	A/E Review / Approve - Door Hardware	10	Jan-18-23	Jan-31-23	83
SUB-4240	Fab / Deliver - Door Hardware	40	Feb-01-23	Mar-28-23	83
Roll-up Doors		65	Dec-12-22	Mar-14-23	133
SUB-3370	Submittal Prep - Roll-up Door	20	Dec-12-22	Jan-10-23	133
SUB-3380	McC Review / Submit - Roll-up Door	5	Jan-11-23	Jan-17-23	133
SUB-3390	A/E Review / Approve - Roll-up Door	10	Jan-18-23	Jan-31-23	133
SUB-3400	Fab / Deliver - Roll-up Door	30	Feb-01-23	Mar-14-23	133
Operable Partition		135	Dec-12-22	Jun-21-23	70
SUB-3450	Submittal Prep - Operable Partitions	20	Dec-12-22	Jan-10-23	70
SUB-3460	McC Review / Submit - Operable Partitions	5	Jan-11-23	Jan-17-23	70
SUB-3470	A/E Review / Approve - Operable Partitions	10	Jan-18-23	Jan-31-23	70
SUB-3480	Fab / Deliver - Operable Partitions	100	Feb-01-23	Jun-21-23	70
Smoke Curtain		115	Dec-12-22	May-23-23	95
SUB-9600	Submittal Prep - Smoke Curtain	20	Dec-12-22	Jan-10-23	95
SUB-9610	McC Review / Submit - Smoke Curtain	5	Jan-11-23	Jan-17-23	95
SUB-9620	A/E Review / Approve - Smoke Curtain	10	Jan-18-23	Jan-31-23	95
SUB-9630	Fab / Deliver - Smoke Curtain	80	Feb-01-23	May-23-23	95
Division 09		75	Dec-12-22	Mar-28-23	100
Tiling		75	Dec-12-22	Mar-28-23	100
SUB-4250	Submittal Prep - Tiling	20	Dec-12-22	Jan-10-23	100
SUB-4260	McC Review / Submit - Tiling	5	Jan-11-23	Jan-17-23	100
SUB-4270	A/E Review / Approve - Tiling	10	Jan-18-23	Jan-31-23	100
SUB-4280	Fab / Deliver - Tiling	40	Feb-01-23	Mar-28-23	100
Resinous Flooring		65	Dec-12-22	Mar-14-23	94
SUB-4290	Submittal Prep - Resinous Flooring	20	Dec-12-22	Jan-10-23	94
SUB-4300	McC Review / Submit - Resinous Flooring	5	Jan-11-23	Jan-17-23	94
SUB-4310	A/E Review / Approve - Resinous Flooring	10	Jan-18-23	Jan-31-23	94
SUB-4320	Fab / Deliver - Resinous Flooring	30	Feb-01-23	Mar-14-23	94
Division 10		51	Dec-12-22	Feb-22-23	164
Signage		51	Dec-12-22	Feb-22-23	164
SUB-10050	Submittal Prep - Signage	10	Dec-12-22	Dec-23-22	164
SUB-10060	McC Review / Submit - Signage	1	Dec-27-22	Dec-27-22	164
SUB-10070	A/E Review / Approve - Signage	10	Dec-28-22	Jan-11-23	164
SUB-10080	Fab / Deliver - Signage	30	Jan-12-23	Feb-22-23	164
Division 11		115	Dec-12-22	May-23-23	60
Kitchen Hood		115	Dec-12-22	May-23-23	60



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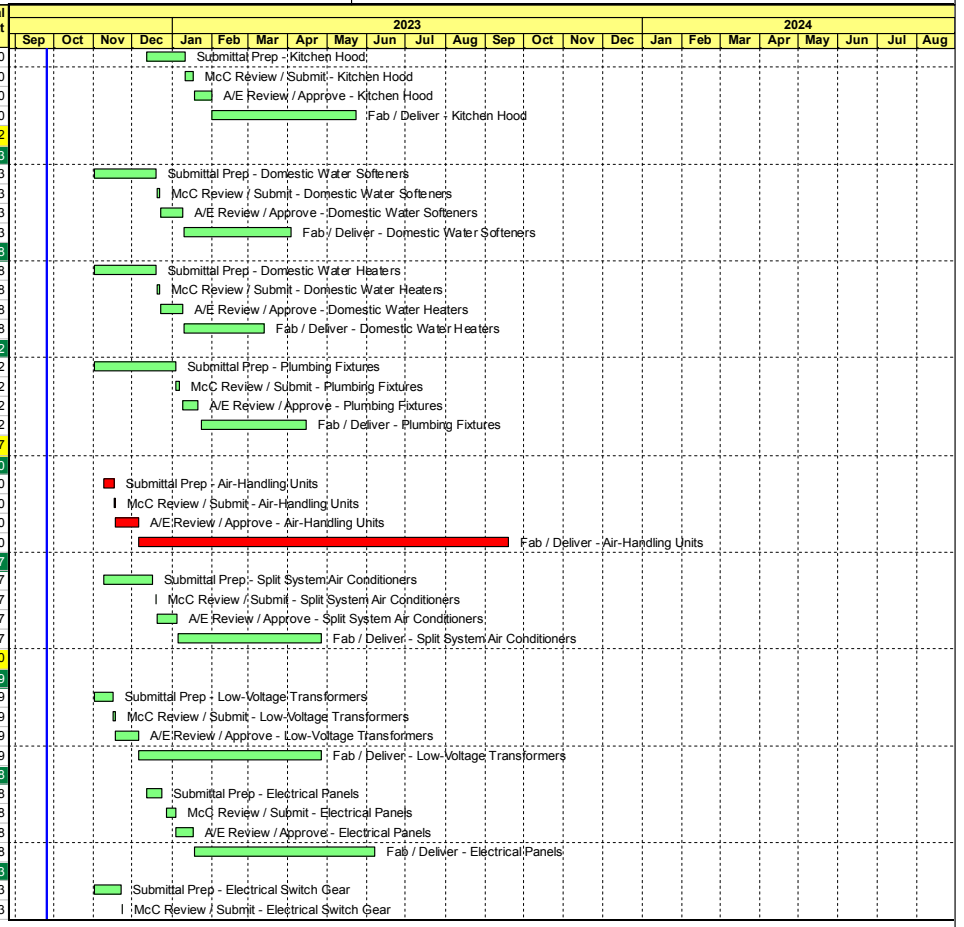
SUB-9520	Submittal Prep - Kitchen Hood	20	Dec-12-22	Jan-10-23	60
SUB-9537	McC Review / Submit - Kitchen Hood	5	Jan-11-23	Jan-17-23	60
SUB-9540	A/E Review / Approve - Kitchen Hood	10	Jan-18-23	Jan-31-23	60
SUB-9550	Fab / Deliver - Kitchen Hood	80	Feb-01-23	May-23-23	60
Division 22		114	Nov-01-22	Apr-14-23	122
Domestic Water Softners		105	Nov-01-22	Apr-03-23	123
SUB-4330	Submittal Prep - Domestic Water Softeners	32	Nov-01-22	Dec-19-22	123
SUB-4340	McC Review / Submit - Domestic Water Softeners	3	Dec-20-22	Dec-22-22	123
SUB-4350	A/E Review / Approve - Domestic Water Softeners	10	Dec-23-22	Jan-09-23	123
SUB-4360	Fab / Deliver - Domestic Water Softeners	60	Jan-10-23	Apr-03-23	123
Domestic Water Heaters		90	Nov-01-22	Mar-13-23	138
SUB-4370	Submittal Prep - Domestic Water Heaters	32	Nov-01-22	Dec-19-22	138
SUB-4380	McC Review / Submit - Domestic Water Heaters	3	Dec-20-22	Dec-22-22	138
SUB-4390	A/E Review / Approve - Domestic Water Heaters	10	Dec-23-22	Jan-09-23	138
SUB-4400	Fab / Deliver - Domestic Water Heaters	45	Jan-10-23	Mar-13-23	138
Plumbing Fixtures		114	Nov-01-22	Apr-14-23	122
SUB-4410	Submittal Prep - Plumbing Fixtures	41	Nov-01-22	Jan-03-23	122
SUB-4420	McC Review / Submit - Plumbing Fixtures	3	Jan-04-23	Jan-06-23	122
SUB-4430	A/E Review / Approve - Plumbing Fixtures	10	Jan-09-23	Jan-20-23	122
SUB-4440	Fab / Deliver - Plumbing Fixtures	60	Jan-23-23	Apr-14-23	122
Division 23		216	Nov-09-22	Sep-18-23	37
Air-Handling Units		216	Nov-09-22	Sep-18-23	0
SUB-7770	Submittal Prep - Air-Handling Units	5	Nov-09-22	Nov-16-22	0
SUB-3780	McC Review / Submit - Air-Handling Units	1	Nov-17-22	Nov-17-22	0
SUB-7790	A/E Review / Approve - Air-Handling Units	10	Nov-18-22	Dec-05-22	0
SUB-3800	Fab / Deliver - Air-Handling Units	200	Dec-06-22	Sep-18-23	0
Split System Air Conditioners		116	Nov-09-22	Apr-26-23	137
SUB-4450	Submittal Prep - Split System Air Conditioners	25	Nov-09-22	Dec-16-22	137
SUB-4460	McC Review / Submit - Split System Air Conditioners	1	Dec-19-22	Dec-19-22	137
SUB-4470	A/E Review / Approve - Split System Air Conditioners	10	Dec-20-22	Jan-04-23	137
SUB-4480	Fab / Deliver - Split System Air Conditioners	80	Jan-05-23	Apr-26-23	137
Division 26		178	Nov-01-22	Jul-17-23	40
Low-Voltage Transformers		122	Nov-01-22	Apr-26-23	59
SUB-4490	Submittal Prep - Low-Voltage Transformers	10	Nov-01-22	Nov-15-22	59
SUB-4500	McC Review / Submit - Low-Voltage Transformers	2	Nov-16-22	Nov-17-22	59
SUB-4510	A/E Review / Approve - Low-Voltage Transformers	10	Nov-18-22	Dec-05-22	59
SUB-4520	Fab / Deliver - Low-Voltage Transformers	100	Dec-06-22	Apr-26-23	59
Panelboards		125	Dec-12-22	Jun-07-23	28
SUB-3820	Submittal Prep - Electrical Panels	10	Dec-12-22	Dec-23-22	28
SUB-3830	McC Review / Submit - Electrical Panels	5	Dec-27-22	Jan-03-23	28
SUB-3840	A/E Review / Approve - Electrical Panels	10	Jan-04-23	Jan-17-23	28
SUB-3850	Fab / Deliver - Electrical Panels	100	Jan-18-23	Jun-07-23	28
Enclosed Switches and Circuit Breakers		178	Nov-01-22	Jul-17-23	3
SUB-7730	Submittal Prep - Electrical Switch Gear	15	Nov-01-22	Nov-22-22	3
SUB-3740	McC Review / Submit - Electrical Switch Gear	1	Nov-23-22	Nov-23-22	3



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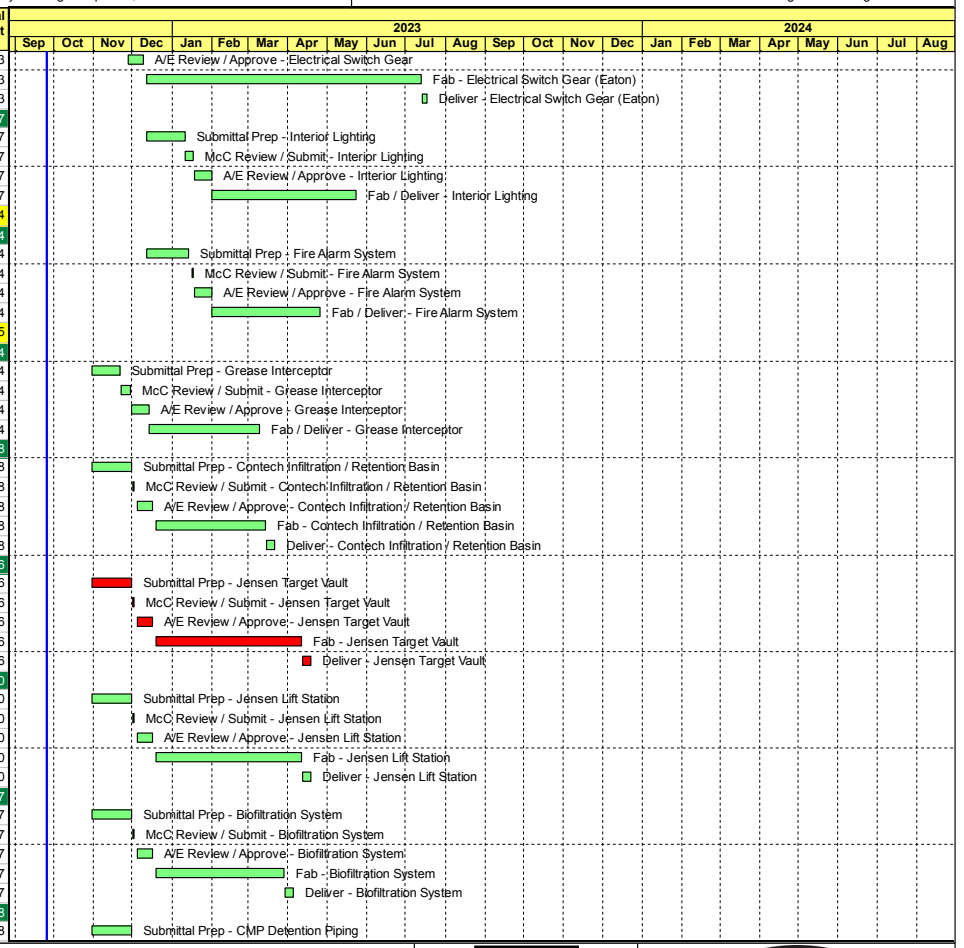
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
SUB-7750	A/E Review / Approve - Electrical Switch Gear	10	Nov-28-22	Dec-09-22	3
SUB-3760	Fab - Electrical Switch Gear (Eaton)	150	Dec-12-22	Jul-13-23	3
SUB-9650	Deliver - Electrical Switch Gear (Eaton)	2	Jul-14-23	Jul-17-23	3
Interior Lighting		115	Dec-12-22	May-23-23	77
SUB-4530	Submittal Prep - Interior Lighting	20	Dec-12-22	Jan-10-23	77
SUB-4540	McC Review / Submit - Interior Lighting	5	Jan-11-23	Jan-17-23	77
SUB-4550	A/E Review / Approve - Interior Lighting	10	Jan-18-23	Jan-31-23	77
SUB-4560	Fab / Deliver - Interior Lighting	80	Feb-01-23	May-23-23	77
Division 28		95	Dec-12-22	Apr-25-23	64
Fire Alarm System		95	Dec-12-22	Apr-25-23	64
SUB-3410	Submittal Prep - Fire Alarm System	23	Dec-12-22	Jan-13-23	64
SUB-3420	McC Review / Submit - Fire Alarm System	2	Jan-16-23	Jan-17-23	64
SUB-3430	A/E Review / Approve - Fire Alarm System	10	Jan-18-23	Jan-31-23	64
SUB-3490	Fab / Deliver - Fire Alarm System	60	Feb-01-23	Apr-25-23	64
Division 33		117	Oct-31-22	Apr-18-23	75
Grease Interceptor		89	Oct-31-22	Mar-09-23	24
SUB-9070	Submittal Prep - Grease Interceptor	15	Oct-31-22	Nov-21-22	24
SUB-7080	McC Review / Submit - Grease Interceptor	4	Nov-22-22	Nov-29-22	24
SUB-9090	A/E Review / Approve - Grease Interceptor	10	Nov-30-22	Dec-13-22	24
SUB-9106	Fab / Deliver - Grease Interceptor	60	Dec-14-22	Mar-09-23	24
Contech Infiltration / Retention Basin		97	Oct-31-22	Mar-21-23	48
SUB-9560	Submittal Prep - Contech Infiltration / Retention Basin	20	Oct-31-22	Nov-30-22	48
SUB-9570	McC Review / Submit - Contech Infiltration / Retention Basin	2	Dec-01-22	Dec-02-22	48
SUB-9580	A/E Review / Approve - Contech Infiltration / Retention Basin	10	Dec-05-22	Dec-16-22	48
SUB-9590	Fab - Contech Infiltration / Retention Basin	60	Dec-19-22	Mar-14-23	48
SUB-9660	Deliver - Contech Infiltration / Retention Basin	5	Mar-15-23	Mar-21-23	48
Jensen Target Vaults		117	Oct-31-22	Apr-18-23	6
SUB-9670	Submittal Prep - Jensen Target Vault	20	Oct-31-22	Nov-30-22	6
SUB-9680	McC Review / Submit - Jensen Target Vault	2	Dec-01-22	Dec-02-22	6
SUB-9690	A/E Review / Approve - Jensen Target Vault	10	Dec-05-22	Dec-16-22	6
SUB-9700	Fab - Jensen Target Vault	80	Dec-19-22	Apr-11-23	6
SUB-9710	Deliver - Jensen Target Vault	5	Apr-12-23	Apr-18-23	6
Jensen Lift Stations		117	Oct-31-22	Apr-18-23	40
SUB-9720	Submittal Prep - Jensen Lift Station	20	Oct-31-22	Nov-30-22	40
SUB-9730	McC Review / Submit - Jensen Lift Station	2	Dec-01-22	Dec-02-22	40
SUB-9740	A/E Review / Approve - Jensen Lift Station	10	Dec-05-22	Dec-16-22	40
SUB-9750	Fab - Jensen Lift Station	80	Dec-19-22	Apr-11-23	40
SUB-9760	Deliver - Jensen Lift Station	5	Apr-12-23	Apr-18-23	40
Biofiltration System		107	Oct-31-22	Apr-04-23	47
SUB-9770	Submittal Prep - Biofiltration System	20	Oct-31-22	Nov-30-22	47
SUB-9780	McC Review / Submit - Biofiltration System	2	Dec-01-22	Dec-02-22	47
SUB-9790	A/E Review / Approve - Biofiltration System	10	Dec-05-22	Dec-16-22	47
SUB-9800	Fab - Biofiltration System	70	Dec-19-22	Mar-28-23	47
SUB-9810	Deliver - Biofiltration System	5	Mar-29-23	Apr-04-23	47
CMP Detention Piping		97	Oct-31-22	Mar-21-23	48
SUB-9820	Submittal Prep - CMP Detention Piping	20	Oct-31-22	Nov-30-22	48



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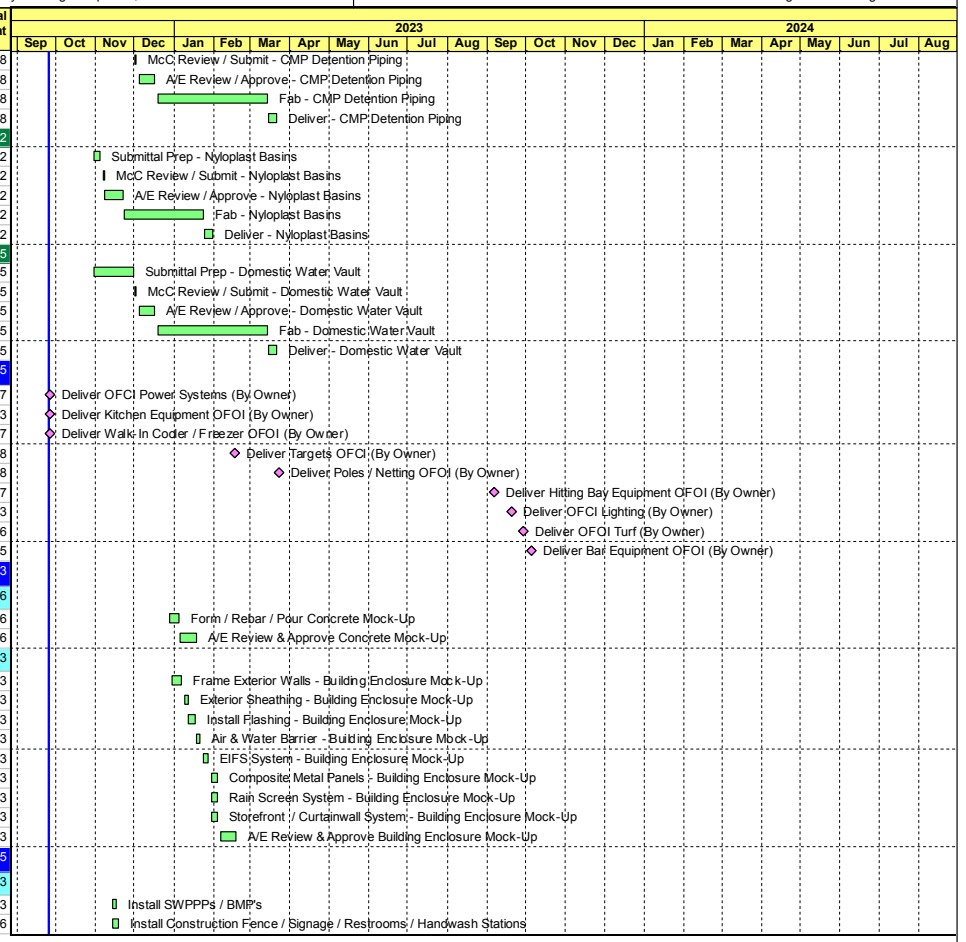
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
SUB-9830	McC Review / Submit - CMP Detention Piping	2	Dec-01-22	Dec-02-22	48
SUB-9840	A/E Review / Approve - CMP Detention Piping	10	Dec-05-22	Dec-16-22	48
SUB-9850	Fab - CMP Detention Piping	60	Dec-19-22	Mar-14-23	48
SUB-9860	Deliver - CMP Detention Piping	5	Mar-15-23	Mar-21-23	48
Nyloplast Basins		61	Oct-31-22	Jan-30-23	42
SUB-9870	Submittal Prep - Nyloplast Basins	5	Oct-31-22	Nov-04-22	42
SUB-9880	McC Review / Submit - Nyloplast Basins	1	Nov-07-22	Nov-07-22	42
SUB-9890	A/E Review / Approve - Nyloplast Basins	10	Nov-08-22	Nov-22-22	42
SUB-9900	Fab - Nyloplast Basins	40	Nov-23-22	Jan-23-23	42
SUB-9910	Deliver - Nyloplast Basins	5	Jan-24-23	Jan-30-23	42
Domestic Water Vault		97	Oct-31-22	Mar-21-23	95
SUB-9920	Submittal Prep - Domestic Water Vault	20	Oct-31-22	Nov-30-22	95
SUB-9930	McC Review / Submit - Domestic Water Vault	2	Dec-01-22	Dec-02-22	95
SUB-9940	A/E Review / Approve - Domestic Water Vault	10	Dec-05-22	Dec-16-22	95
SUB-9950	Fab - Domestic Water Vault	60	Dec-19-22	Mar-14-23	95
SUB-9960	Deliver - Domestic Water Vault	5	Mar-15-23	Mar-21-23	95
Owner Deliverables		261	Sep-26-22	Oct-05-23	5
OFCI-2120	Deliver OFCI Power Systems (By Owner)	0		Sep-26-22	257
OFCI-1630	Deliver Kitchen Equipment OFOI (By Owner)	0		Sep-26-22	253
OFCI-17210	Deliver Walk-In Cooler / Freezer OFOI (By Owner)	0		Sep-26-22	237
OFCI-1680	Deliver Targets OFCI (By Owner)	0	Feb-17-23		88
OFCI-1670	Deliver Poles / Netting OFOI (By Owner)	0		Mar-23-23	78
OFCI-1650	Deliver Hitting Bay Equipment OFOI (By Owner)	0		Sep-06-23	17
OFCI-2110	Deliver OFCI Lighting (By Owner)	0		Sep-19-23	3
OFCI-1660	Deliver OFOI Turf (By Owner)	0		Sep-28-23	6
OFCI-1640	Deliver Bar Equipment OFOI (By Owner)	0		Oct-05-23	5
Mock-Ups		37	Dec-28-22	Feb-17-23	73
Concrete		15	Dec-28-22	Jan-18-23	16
MU-3870	Form / Rebar / Pour Concrete Mock-Up	5	Dec-28-22	Jan-04-23	16
MU-3880	A/E Review & Approve Concrete Mock-Up	10	Jan-05-23	Jan-18-23	16
Exterior Enclosure		35	Dec-30-22	Feb-17-23	73
MU-3920	Frame Exterior Walls - Building Enclosure Mock-Up	5	Dec-30-22	Jan-06-23	73
MU-3930	Exterior Sheathing - Building Enclosure Mock-Up	3	Jan-09-23	Jan-11-23	73
MU-3940	Install Flashing - Building Enclosure Mock-Up	4	Jan-12-23	Jan-17-23	73
MU-3950	Air & Water Barrier - Building Enclosure Mock-Up	3	Jan-18-23	Jan-20-23	73
MU-3960	EIFS System - Building Enclosure Mock-Up	5	Jan-23-23	Jan-27-23	73
MU-3970	Composite Metal Panels - Building Enclosure Mock-Up	5	Jan-30-23	Feb-03-23	73
MU-3980	Rain Screen System - Building Enclosure Mock-Up	5	Jan-30-23	Feb-03-23	73
MU-3990	Storefront / Curtainwall System - Building Enclosure Mock-Up	5	Jan-30-23	Feb-03-23	73
MU-3910	A/E Review & Approve Building Enclosure Mock-Up	10	Feb-06-23	Feb-17-23	73
Construction		269	Nov-14-22	Dec-07-23	15
Site Mobilization		20	Nov-14-22	Dec-13-22	223
SM-1060	Install SWPPPs / BMP's	3	Nov-14-22	Nov-16-22	13
SM-1080	Install Construction Fence / Signage / Restrooms / Handwash Statio	5	Nov-14-22	Nov-18-22	16



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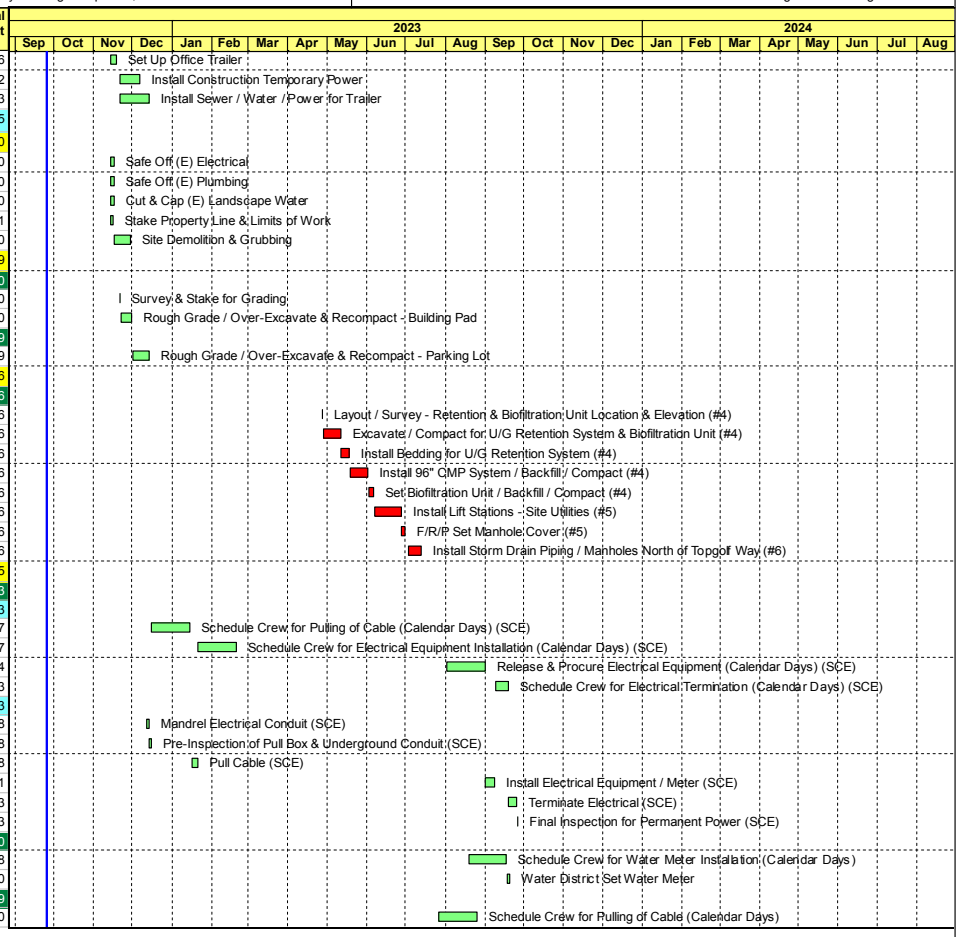
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
SM-1050	Set Up Office Trailer	5	Nov-14-22	Nov-18-22	16
SM-1070	Install Construction Temporary Power	10	Nov-21-22	Dec-06-22	102
SM-1090	Install Sewer / Water / Power for Trailer	15	Nov-21-22	Dec-13-22	223
Site Preparation		220	Nov-14-22	Sep-26-23	15
Site Demolition		10	Nov-14-22	Nov-29-22	10
SD-1499	Safe Off (E) Electrical	3	Nov-14-22	Nov-16-22	10
SD-1510	Safe Off (E) Plumbing	3	Nov-14-22	Nov-16-22	10
SD-1520	Cut & Cap (E) Landscape Water	3	Nov-14-22	Nov-16-22	10
SD-1509	Stake Property Line & Limits of Work	2	Nov-14-22	Nov-15-22	11
SD-1880	Site Demolition & Grubbing	7	Nov-17-22	Nov-29-22	10
Site Grading		15	Nov-21-22	Dec-13-22	49
Venue		6	Nov-21-22	Nov-30-22	10
SD-9560	Survey & Stake for Grading	1	Nov-21-22	Nov-21-22	10
SG-2760	Rough Grade / Over-Excavate & Recompact - Building Pad	5	Nov-22-22	Nov-30-22	10
Parking Lot		9	Dec-01-22	Dec-13-22	49
SG-1509	Rough Grade / Over-Excavate & Recompact - Parking Lot	9	Dec-01-22	Dec-13-22	49
Site Utilities		54	Apr-27-23	Jul-13-23	6
Retention Basin		54	Apr-27-23	Jul-13-23	6
UT-3750	Layout / Survey - Retention & Biofiltration Unit Location & Elevation (#	1	Apr-27-23	Apr-27-23	6
UT-3760	Excavate / Compact for U/G Retention System & Biofiltration Unit (#4	10	Apr-28-23	May-11-23	6
UT-3770	Install Bedding for U/G Retention System (#4)	5	May-12-23	May-18-23	6
UT-4060	Install 96" CMP System / Backfill / Compact (#4)	9	May-19-23	Jun-01-23	6
UT-4070	Set Biofiltration Unit / Backfill / Compact (#4)	3	Jun-02-23	Jun-06-23	6
UT-2280	Install Lift Stations - Site Utilities (#5)	15	Jun-07-23	Jun-27-23	6
UT-4080	F/R/P Set Manhole Cover (#5)	3	Jun-28-23	Jun-30-23	6
UT-15100	Install Storm Drain Piping / Manholes North of Topgolf Way (#6)	8	Jul-03-23	Jul-13-23	6
Utility Providers		220	Nov-14-22	Sep-26-23	15
Power		202	Dec-12-22	Sep-26-23	3
Administration		277	Dec-16-22	Sep-18-23	3
UT-7420	Schedule Crew for Pulling of Cable (Calendar Days) (SCE)	30	Dec-16-22	Jan-14-23	197
UT-7400	Schedule Crew for Electrical Equipment Installation (Calendar Days)	30	Jan-21-23	Feb-19-23	197
UT-7230	Release & Procure Electrical Equipment (Calendar Days) (SCE)	30	Aug-02-23	Aug-31-23	4
UT-15070	Schedule Crew for Electrical Termination (Calendar Days) (SCE)	10	Sep-09-23	Sep-18-23	3
Construction		202	Dec-12-22	Sep-26-23	3
UT-7430	Mandrel Electrical Conduit (SCE)	2	Dec-12-22	Dec-13-22	138
UT-7220	Pre-Inspection of Pull Box & Underground Conduit (SCE)	2	Dec-14-22	Dec-15-22	138
UT-7410	Pull Cable (SCE)	5	Jan-16-23	Jan-20-23	138
UT-7240	Install Electrical Equipment / Meter (SCE)	5	Sep-01-23	Sep-08-23	1
UT-15060	Terminate Electrical (SCE)	5	Sep-19-23	Sep-25-23	3
UT-7250	Final Inspection for Permanent Power (SCE)	1	Sep-26-23	Sep-26-23	3
Water		21	Aug-19-23	Sep-19-23	20
UT-7450	Schedule Crew for Water Meter Installation (Calendar Days)	30	Aug-19-23	Sep-17-23	28
UT-7460	Water District Set Water Meter	2	Sep-18-23	Sep-19-23	20
Telephone / Data		27	Jul-27-23	Sep-01-23	19
UT-7500	Schedule Crew for Pulling of Cable (Calendar Days)	30	Jul-27-23	Aug-25-23	30



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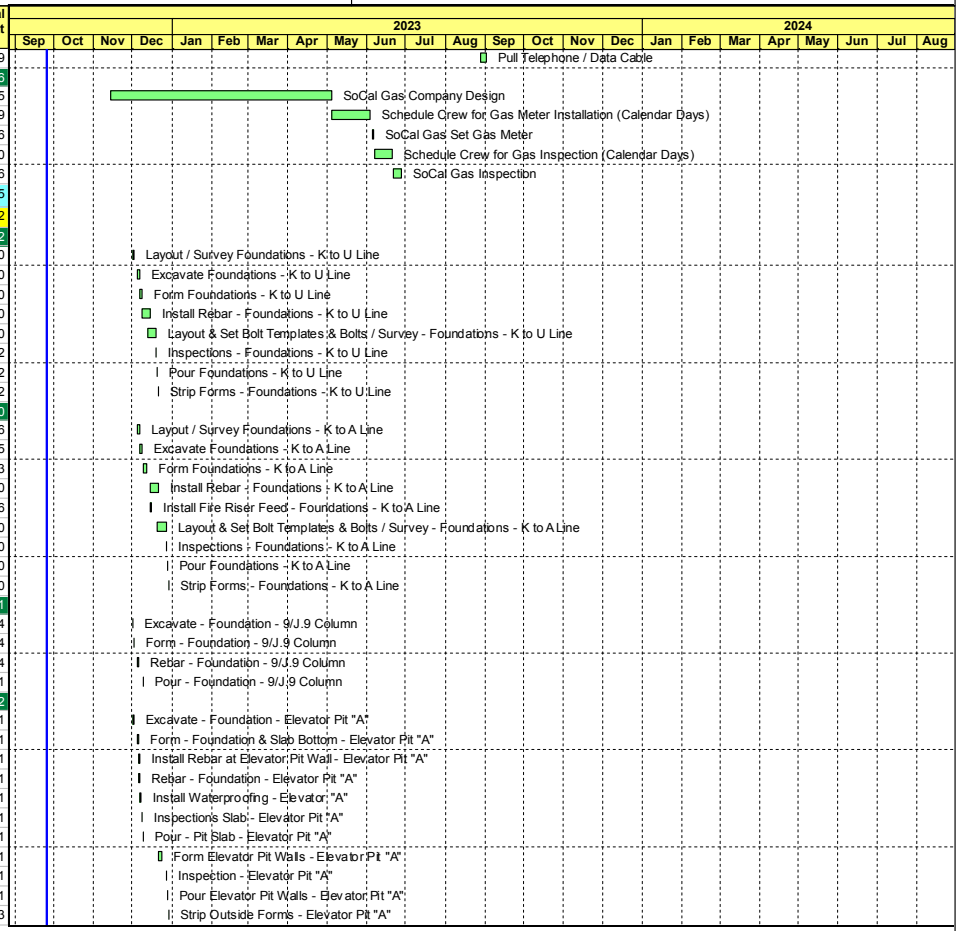
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
UT-7510	Pull Telephone / Data Cable	5	Aug-28-23	Sep-01-23	19
Gas		157	Nov-14-22	Jun-27-23	76
UT-7470	SoCal Gas Company Design	120	Nov-14-22	May-04-23	75
UT-7390	Schedule Crew for Gas Meter Installation (Calendar Days)	30	May-05-23	Jun-03-23	109
UT-7440	SoCal Gas Set Gas Meter	2	Jun-05-23	Jun-06-23	76
UT-15080	Schedule Crew for Gas Inspection (Calendar Days)	14	Jun-07-23	Jun-20-23	110
UT-15090	SoCal Gas Inspection	5	Jun-21-23	Jun-27-23	76
Venue		258	Dec-01-22	Dec-07-23	15
Foundations		23	Dec-01-22	Jan-04-23	22
U to K Line (North)		15	Dec-01-22	Dec-21-22	12
FO-5340	Layout / Survey Foundations - K to U Line	2	Dec-01-22	Dec-02-22	10
FO-5330	Excavate Foundations - K to U Line	2	Dec-05-22	Dec-06-22	10
FO-5390	Form Foundations - K to U Line	2	Dec-07-22	Dec-08-22	10
FO-5350	Install Rebar - Foundations - K to U Line	5	Dec-08-22	Dec-14-22	10
FO-5360	Layout & Set Bolt Templates & Bolts / Survey - Foundations - K to U l	5	Dec-13-22	Dec-19-22	10
FO-5400	Inspections - Foundations - K to U Line	1	Dec-19-22	Dec-19-22	12
FO-5370	Pour Foundations - K to U Line	1	Dec-20-22	Dec-20-22	12
FO-5320	Strip Forms - Foundations - K to U Line	1	Dec-21-22	Dec-21-22	12
K to A Line (South)		18	Dec-05-22	Dec-29-22	10
FO-4770	Layout / Survey Foundations - K to A Line	2	Dec-05-22	Dec-06-22	16
FO-4430	Excavate Foundations - K to A Line	2	Dec-07-22	Dec-08-22	15
FO-4800	Form Foundations - K to A Line	2	Dec-09-22	Dec-12-22	13
FO-4780	Install Rebar - Foundations - K to A Line	5	Dec-15-22	Dec-21-22	10
SOG-5120	Install Fire Riser Feed - Foundations - K to A Line	1	Dec-15-22	Dec-15-22	16
FO-4790	Layout & Set Bolt Templates & Bolts / Survey - Foundations - K to A L	5	Dec-20-22	Dec-27-22	10
FO-4810	Inspections - Foundations - K to A Line	1	Dec-27-22	Dec-27-22	10
FO-4820	Pour Foundations - K to A Line	1	Dec-28-22	Dec-28-22	10
FO-2430	Strip Forms - Foundations - K to A Line	1	Dec-29-22	Dec-29-22	10
9/J.9 Column (10/S4.2)		7	Dec-01-22	Dec-09-22	21
FO-5760	Excavate - Foundation - 9/J.9 Column	1	Dec-01-22	Dec-01-22	24
FO-5790	Form - Foundation - 9/J.9 Column	1	Dec-02-22	Dec-02-22	24
FO-5770	Rebar - Foundation - 9/J.9 Column	1	Dec-05-22	Dec-05-22	24
FO-5780	Pour - Foundation - 9/J.9 Column	1	Dec-09-22	Dec-09-22	21
Elevator Pit "A"		23	Dec-01-22	Jan-04-23	22
FO-5800	Excavate - Foundation - Elevator Pit "A"	2	Dec-01-22	Dec-02-22	21
FO-5810	Form - Foundation & Slab Bottom - Elevator Pit "A"	1	Dec-05-22	Dec-05-22	21
FO-4450	Install Rebar at Elevator Pit Wall - Elevator Pit "A"	1	Dec-06-22	Dec-06-22	31
FO-5820	Rebar - Foundation - Elevator Pit "A"	1	Dec-06-22	Dec-06-22	21
FO-6680	Install Waterproofing - Elevator "A"	1	Dec-07-22	Dec-07-22	21
FO-7370	Inspections Slab - Elevator Pit "A"	1	Dec-08-22	Dec-08-22	21
FO-5830	Pour - Pit Slab - Elevator Pit "A"	1	Dec-09-22	Dec-09-22	21
FO-4550	Form Elevator Pit Walls - Elevator Pit "A"	3	Dec-21-22	Dec-23-22	21
FO-5180	Inspection - Elevator Pit "A"	1	Dec-27-22	Dec-27-22	21
FO-4560	Pour Elevator Pit Walls - Elevator Pit "A"	1	Dec-28-22	Dec-28-22	21
FO-4570	Strip Outside Forms - Elevator Pit "A"	1	Dec-29-22	Dec-29-22	23



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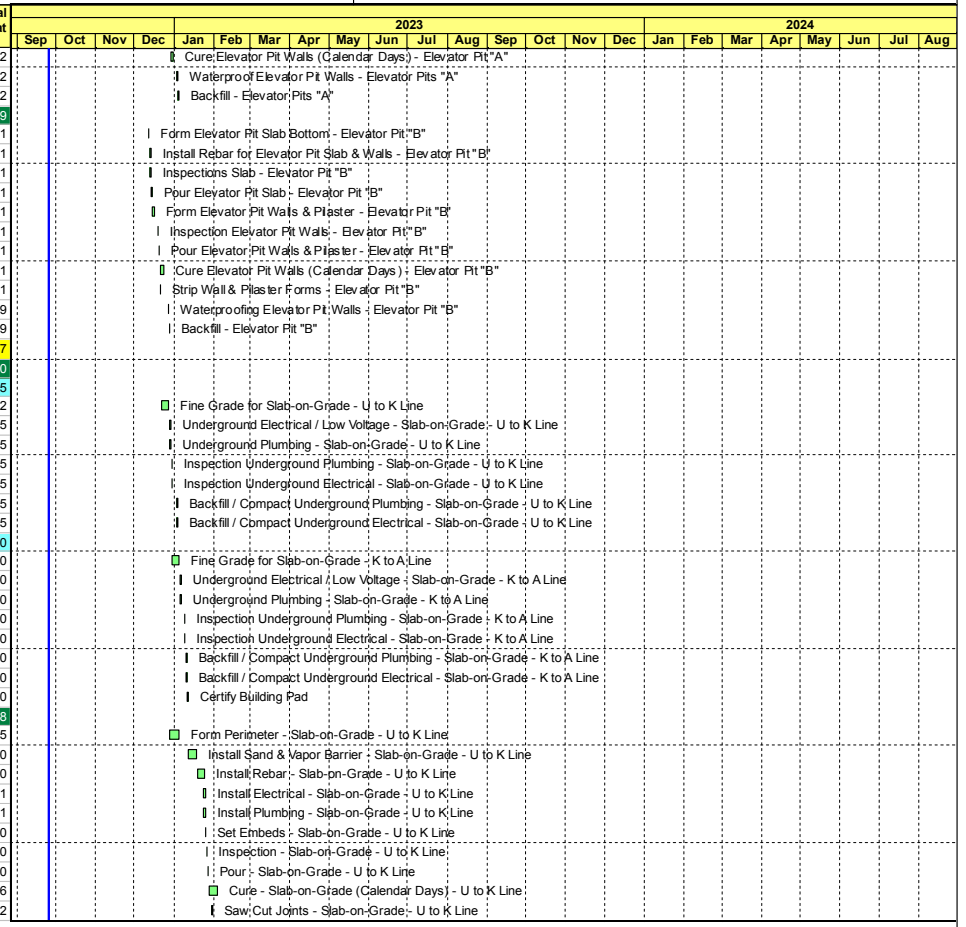
FO-4580	Cure Elevator Pit Walls (Calendar Days) - Elevator Pit "A"	3	Dec-29-22	Dec-31-22	32
FO-4590	Waterproof Elevator Pit Walls - Elevator Pits "A"	1	Jan-03-23	Jan-03-23	22
FO-4600	Backfill - Elevator Pits "A"	1	Jan-04-23	Jan-04-23	22
Elevator Pit "B"		12	Dec-12-22	Dec-28-22	19
FO-5200	Form Elevator Pit Slab Bottom - Elevator Pit "B"	1	Dec-12-22	Dec-12-22	21
FO-5210	Install Rebar for Elevator Pit Slab & Walls - Elevator Pit "B"	1	Dec-13-22	Dec-13-22	21
FO-5230	Inspections Slab - Elevator Pit "B"	1	Dec-13-22	Dec-13-22	21
FO-5240	Pour Elevator Pit Slab - Elevator Pit "B"	1	Dec-14-22	Dec-14-22	21
FO-5290	Form Elevator Pit Walls & Pilaster - Elevator Pit "B"	2	Dec-15-22	Dec-16-22	21
FO-5300	Inspection Elevator Pit Walls - Elevator Pit "B"	1	Dec-19-22	Dec-19-22	21
FO-5310	Pour Elevator Pit Walls & Pilaster - Elevator Pit "B"	1	Dec-20-22	Dec-20-22	21
FO-5250	Cure Elevator Pit Walls (Calendar Days) - Elevator Pit "B"	3	Dec-21-22	Dec-23-22	31
FO-5260	Strip Wall & Pilaster Forms - Elevator Pit "B"	1	Dec-21-22	Dec-21-22	21
FO-5270	Waterproofing Elevator Pit Walls - Elevator Pit "B"	1	Dec-27-22	Dec-27-22	19
FO-5380	Backfill - Elevator Pit "B"	1	Dec-28-22	Dec-28-22	19
Slab on Grade		35	Dec-22-22	Feb-10-23	67
MEPs		13	Dec-22-22	Jan-11-23	10
U to K Line (North)		7	Dec-22-22	Jan-03-23	15
SOG-5470	Fine Grade for Slab-on-Grade - U to K Line	3	Dec-22-22	Dec-27-22	12
SOG-5410	Underground Electrical / Low Voltage - Slab-on-Grade - U to K Line	2	Dec-28-22	Dec-29-22	15
SOG-5420	Underground Plumbing - Slab-on-Grade - U to K Line	2	Dec-28-22	Dec-29-22	15
SOG-5430	Inspection Underground Plumbing - Slab-on-Grade - U to K Line	1	Dec-30-22	Dec-30-22	15
SOG-5440	Inspection Underground Electrical - Slab-on-Grade - U to K Line	1	Dec-30-22	Dec-30-22	15
SOG-5450	Backfill / Compact Underground Plumbing - Slab-on-Grade - U to K L	1	Jan-03-23	Jan-03-23	15
SOG-5460	Backfill / Compact Underground Electrical - Slab-on-Grade - U to K L	1	Jan-03-23	Jan-03-23	15
K to A Line (South)		8	Dec-30-22	Jan-11-23	10
SOG-9701	Fine Grade for Slab-on-Grade - K to A Line	3	Dec-30-22	Jan-04-23	10
SOG-9601	Underground Electrical / Low Voltage - Slab-on-Grade - K to A Line	2	Jan-05-23	Jan-06-23	10
SOG-9501	Underground Plumbing - Slab-on-Grade - K to A Line	2	Jan-05-23	Jan-06-23	10
SOG-4990	Inspection Underground Plumbing - Slab-on-Grade - K to A Line	1	Jan-09-23	Jan-09-23	10
SOG-5000	Inspection Underground Electrical - Slab-on-Grade - K to A Line	1	Jan-09-23	Jan-09-23	10
SOG-5010	Backfill / Compact Underground Plumbing - Slab-on-Grade - K to A L	1	Jan-10-23	Jan-10-23	10
SOG-5020	Backfill / Compact Underground Electrical - Slab-on-Grade - K to A L	1	Jan-10-23	Jan-10-23	10
SOG-5110	Certify Building Pad	1	Jan-11-23	Jan-11-23	10
U to K Line (North)		27	Dec-28-22	Feb-03-23	68
SOG-5480	Form Perimeter - Slab-on-Grade - U to K Line	5	Dec-28-22	Jan-04-23	15
SOG-5490	Install Sand & Vapor Barrier - Slab-on-Grade - U to K Line	5	Jan-12-23	Jan-18-23	10
SOG-5510	Install Rebar - Slab-on-Grade - U to K Line	4	Jan-19-23	Jan-24-23	10
SOG-5520	Install Electrical - Slab-on-Grade - U to K Line	3	Jan-23-23	Jan-25-23	11
SOG-5530	Install Plumbing - Slab-on-Grade - U to K Line	3	Jan-23-23	Jan-25-23	11
SOG-5540	Set Embeds - Slab-on-Grade - U to K Line	1	Jan-25-23	Jan-25-23	10
SOG-5550	Inspection - Slab-on-Grade - U to K Line	1	Jan-26-23	Jan-26-23	10
SOG-5560	Pour - Slab-on-Grade - U to K Line	1	Jan-27-23	Jan-27-23	10
SOG-5570	Cure - Slab-on-Grade (Calendar Days) - U to K Line	7	Jan-28-23	Feb-03-23	16
SOG-5590	Saw Cut Joints - Slab-on-Grade - U to K Line	1	Jan-30-23	Jan-30-23	72



Run Date - Oct-28-22
Start Date - Sep-19-22
Finish Date - Dec-29-23
Data Date - Sep-26-22

Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
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Milestone

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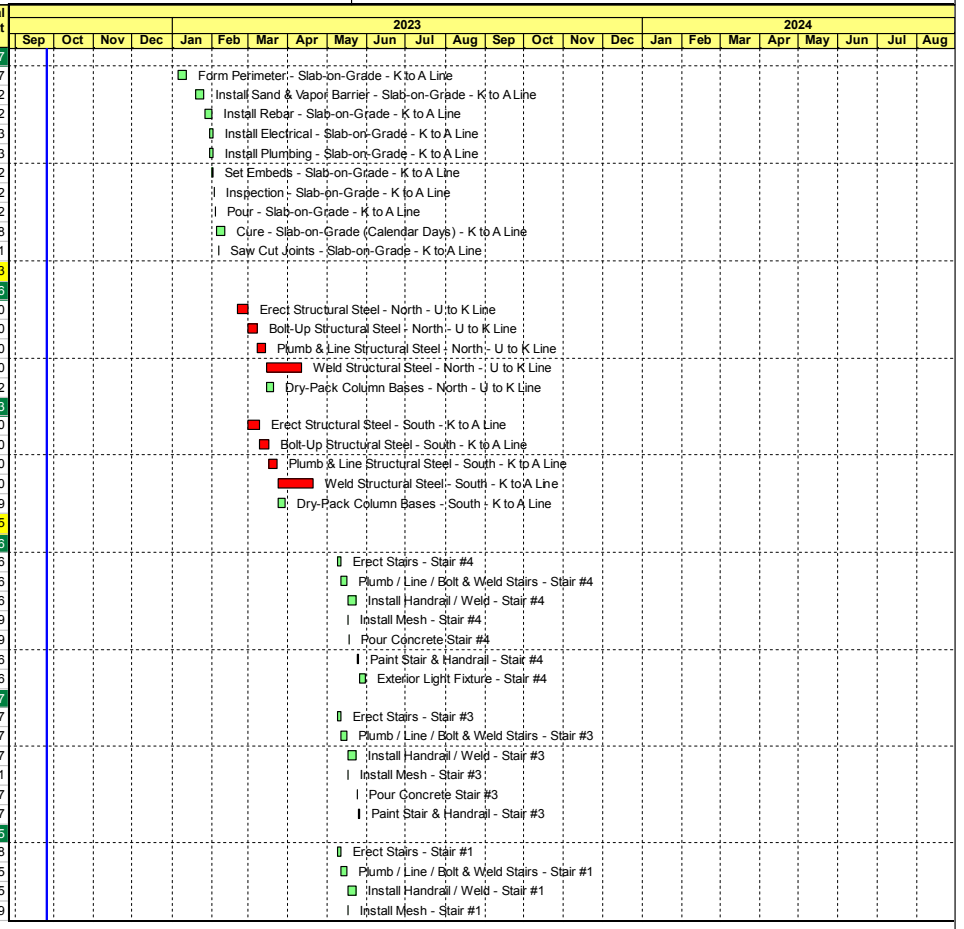
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
K to A Line (South)		27	Jan-05-23	Feb-10-23	67
SOG-5040	Form Perimeter - Slab-on-Grade - K to A Line	5	Jan-05-23	Jan-11-23	17
SOG-9801	Install Sand & Vapor Barrier - Slab-on-Grade - K to A Line	5	Jan-19-23	Jan-25-23	12
SOG-5030	Install Rebar - Slab-on-Grade - K to A Line	4	Jan-26-23	Jan-31-23	12
SOG-5090	Install Electrical - Slab-on-Grade - K to A Line	3	Jan-30-23	Feb-01-23	13
SOG-5101	Install Plumbing - Slab-on-Grade - K to A Line	3	Jan-30-23	Feb-01-23	13
SOG-5080	Set Embeds - Slab-on-Grade - K to A Line	1	Feb-01-23	Feb-01-23	12
SOG-5112	Inspection - Slab-on-Grade - K to A Line	1	Feb-02-23	Feb-02-23	12
SOG-5050	Pour - Slab-on-Grade - K to A Line	1	Feb-03-23	Feb-03-23	12
SOG-5170	Cure - Slab-on-Grade (Calendar Days) - K to A Line	7	Feb-04-23	Feb-10-23	18
SOG-5213	Saw Cut Joints - Slab-on-Grade - K to A Line	1	Feb-06-23	Feb-06-23	71
Structural Steel		44	Feb-20-23	Apr-20-23	3
North (Sequence 1, 2, 3) - U to K Line		37	Feb-20-23	Apr-11-23	6
SU-1100	Erect Structural Steel - North - U to K Line	7	Feb-20-23	Feb-28-23	0
SU-6090	Bolt-Up Structural Steel - North - U to K Line	5	Mar-01-23	Mar-07-23	0
SU-6102	Plumb & Line Structural Steel - North - U to K Line	5	Mar-08-23	Mar-14-23	0
SU-6110	Weld Structural Steel - North - U to K Line	20	Mar-15-23	Apr-11-23	0
SU-6190	Dry-Pack Column Bases - North - U to K Line	4	Mar-15-23	Mar-20-23	22
South (Sequence 4, 5, 6) - K to A Line		37	Mar-01-23	Apr-20-23	3
SU-5620	Erect Structural Steel - South - K to A Line	7	Mar-01-23	Mar-09-23	0
SU-6140	Bolt-Up Structural Steel - South - K to A Line	5	Mar-10-23	Mar-16-23	0
SU-6150	Plumb & Line Structural Steel - South - K to A Line	5	Mar-17-23	Mar-23-23	0
SU-6160	Weld Structural Steel - South - K to A Line	20	Mar-24-23	Apr-20-23	0
SU-5700	Dry-Pack Column Bases - South - K to A Line	4	Mar-24-23	Mar-29-23	19
Stairs		76	May-09-23	Aug-24-23	45
Stair #4 (Exterior Stairs North)		15	May-09-23	May-30-23	86
ST-1560	Erect Stairs - Stair #4	3	May-09-23	May-11-23	86
ST-1570	Plumb / Line / Bolt & Weld Stairs - Stair #4	3	May-12-23	May-16-23	86
ST-1580	Install Handrail / Weld - Stair #4	5	May-17-23	May-23-23	86
ST-1590	Install Mesh - Stair #4	1	May-17-23	May-17-23	89
ST-1610	Pour Concrete Stair #4	1	May-18-23	May-18-23	89
ST-1620	Paint Stair & Handrail - Stair #4	2	May-24-23	May-25-23	86
ST-1980	Exterior Light Fixture - Stair #4	2	May-26-23	May-30-23	86
Stair #3 (Interior Stairs)		14	May-09-23	May-26-23	107
ST-1490	Erect Stairs - Stair #3	3	May-09-23	May-11-23	107
ST-1500	Plumb / Line / Bolt & Weld Stairs - Stair #3	3	May-12-23	May-16-23	107
ST-1510	Install Handrail / Weld - Stair #3	5	May-17-23	May-23-23	107
ST-1520	Install Mesh - Stair #3	1	May-17-23	May-17-23	111
ST-1540	Pour Concrete Stair #3	1	May-24-23	May-24-23	107
ST-1550	Paint Stair & Handrail - Stair #3	2	May-25-23	May-26-23	107
Stair #1 (Exterior Stairs South)		16	May-09-23	May-31-23	85
ST-3101	Erect Stairs - Stair #1	3	May-09-23	May-11-23	48
ST-3601	Plumb / Line / Bolt & Weld Stairs - Stair #1	3	May-12-23	May-16-23	85
ST-3701	Install Handrail / Weld - Stair #1	5	May-17-23	May-23-23	85
ST-1380	Install Mesh - Stair #1	1	May-17-23	May-17-23	89



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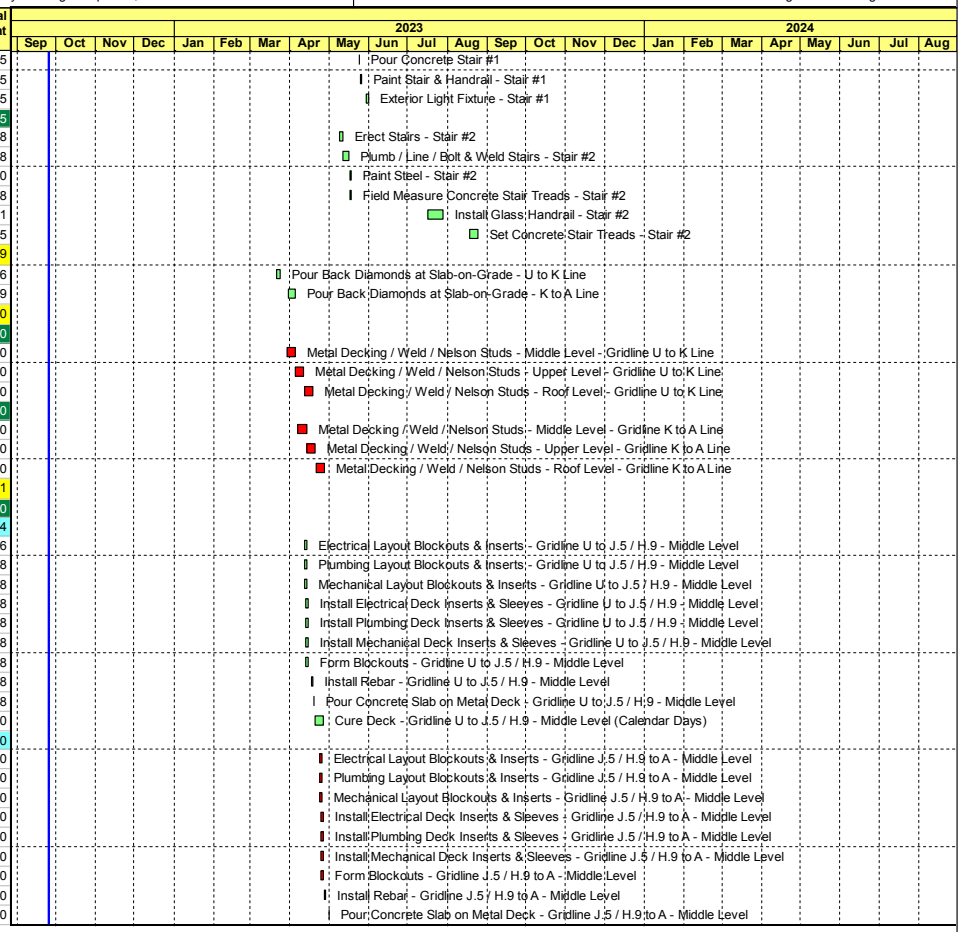
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
ST-1400	Pour Concrete Stair #1	1	May-24-23	May-24-23	85
ST-1410	Paint Stair & Handrail - Stair #1	2	May-25-23	May-26-23	85
ST-1440	Exterior Light Fixture - Stair #1	2	May-30-23	May-31-23	85
Stair #2 (Lobby Stairs)		76	May-09-23	Aug-24-23	45
ST-1420	Erect Stairs - Stair #2	3	May-09-23	May-11-23	48
ST-1430	Plumb / Line / Bolt & Weld Stairs - Stair #2	3	May-12-23	May-16-23	48
ST-3711	Paint Steel - Stair #2	2	May-17-23	May-18-23	70
ST-3721	Field Measure Concrete Stair Treads - Stair #2	2	May-17-23	May-18-23	48
ST-1450	Install Glass Handrail - Stair #2	10	Jul-17-23	Jul-28-23	31
ST-1470	Set Concrete Stair Treads - Stair #2	5	Aug-18-23	Aug-24-23	45
Slab-on-Grade Diamonds		11	Mar-21-23	Apr-04-23	19
SOG-5100	Pour Back Diamonds at Slab-on-Grade - U to K Line	4	Mar-21-23	Mar-24-23	26
SOG-9811	Pour Back Diamonds at Slab-on-Grade - K to A Line	4	Mar-30-23	Apr-04-23	19
Metal Decking		22	Mar-29-23	Apr-27-23	0
Gridline U to K Line		15	Mar-29-23	Apr-18-23	0
SU-1110	Metal Decking / Weld / Nelson Studs - Middle Level - Gridline U to K	5	Mar-29-23	Apr-04-23	0
SU-5881	Metal Decking / Weld / Nelson Studs - Upper Level - Gridline U to K l	5	Apr-05-23	Apr-11-23	0
SU-5902	Metal Decking / Weld / Nelson Studs - Roof Level - Gridline U to K Li	5	Apr-12-23	Apr-18-23	0
Gridline K to A Line		15	Apr-07-23	Apr-27-23	0
SU-5670	Metal Decking / Weld / Nelson Studs - Middle Level - Gridline K to A l	5	Apr-07-23	Apr-13-23	0
SU-5690	Metal Decking / Weld / Nelson Studs - Upper Level - Gridline K to A L	5	Apr-14-23	Apr-20-23	0
SU-5680	Metal Decking / Weld / Nelson Studs - Roof Level - Gridline K to A Lir	5	Apr-21-23	Apr-27-23	0
Slab On Metal Deck - SOMD		21	Apr-12-23	May-10-23	11
Middle Level		19	Apr-12-23	May-08-23	10
Gridline U to J.5 Line		11	Apr-12-23	Apr-26-23	14
SU-5840	Electrical Layout Blockouts & Inserts - Gridline U to J.5 / H.9 - Middle	2	Apr-12-23	Apr-13-23	6
SU-5850	Plumbing Layout Blockouts & Inserts - Gridline U to J.5 / H.9 - Middle	2	Apr-12-23	Apr-13-23	8
SU-5860	Mechanical Layout Blockouts & Inserts - Gridline U to J.5 / H.9 - Mid	2	Apr-12-23	Apr-13-23	8
SU-5880	Install Electrical Deck Inserts & Sleeves - Gridline U to J.5 / H.9 - Mi	2	Apr-13-23	Apr-14-23	8
SU-5890	Install Plumbing Deck Inserts & Sleeves - Gridline U to J.5 / H.9 - Mi	2	Apr-13-23	Apr-14-23	8
SU-5900	Install Mechanical Deck Inserts & Sleeves - Gridline U to J.5 / H.9 - I	2	Apr-13-23	Apr-14-23	8
SU-5870	Form Blockouts - Gridline U to J.5 / H.9 - Middle Level	2	Apr-13-23	Apr-14-23	8
SU-5910	Install Rebar - Gridline U to J.5 / H.9 - Middle Level	2	Apr-17-23	Apr-18-23	8
SU-5920	Pour Concrete Slab on Metal Deck - Gridline U to J.5 / H.9 - Middle L	1	Apr-19-23	Apr-19-23	8
SU-5930	Cure Deck - Gridline U to J.5 / H.9 - Middle Level (Calendar Days)	7	Apr-20-23	Apr-26-23	20
Gridline J.5 to A Line		11	Apr-24-23	May-08-23	10
SU-8283	Electrical Layout Blockouts & Inserts - Gridline J.5 / H.9 to A - Middle	2	Apr-24-23	Apr-25-23	0
SU-8284	Plumbing Layout Blockouts & Inserts - Gridline J.5 / H.9 to A - Middle	2	Apr-24-23	Apr-25-23	0
SU-3504	Mechanical Layout Blockouts & Inserts - Gridline J.5 / H.9 to A - Midc	2	Apr-24-23	Apr-25-23	0
SU-8281	Install Electrical Deck Inserts & Sleeves - Gridline J.5 / H.9 to A - Mic	2	Apr-25-23	Apr-26-23	0
SU-8282	Install Plumbing Deck Inserts & Sleeves - Gridline J.5 / H.9 to A - Mic	2	Apr-25-23	Apr-26-23	0
SU-3004	Install Mechanical Deck Inserts & Sleeves - Gridline J.5 / H.9 to A - M	2	Apr-25-23	Apr-26-23	0
SU-3704	Form Blockouts - Gridline J.5 / H.9 to A - Middle Level	2	Apr-25-23	Apr-26-23	0
SU-4704	Install Rebar - Gridline J.5 / H.9 to A - Middle Level	2	Apr-27-23	Apr-28-23	0
SU-8120	Pour Concrete Slab on Metal Deck - Gridline J.5 / H.9 to A - Middle L	1	May-01-23	May-01-23	0



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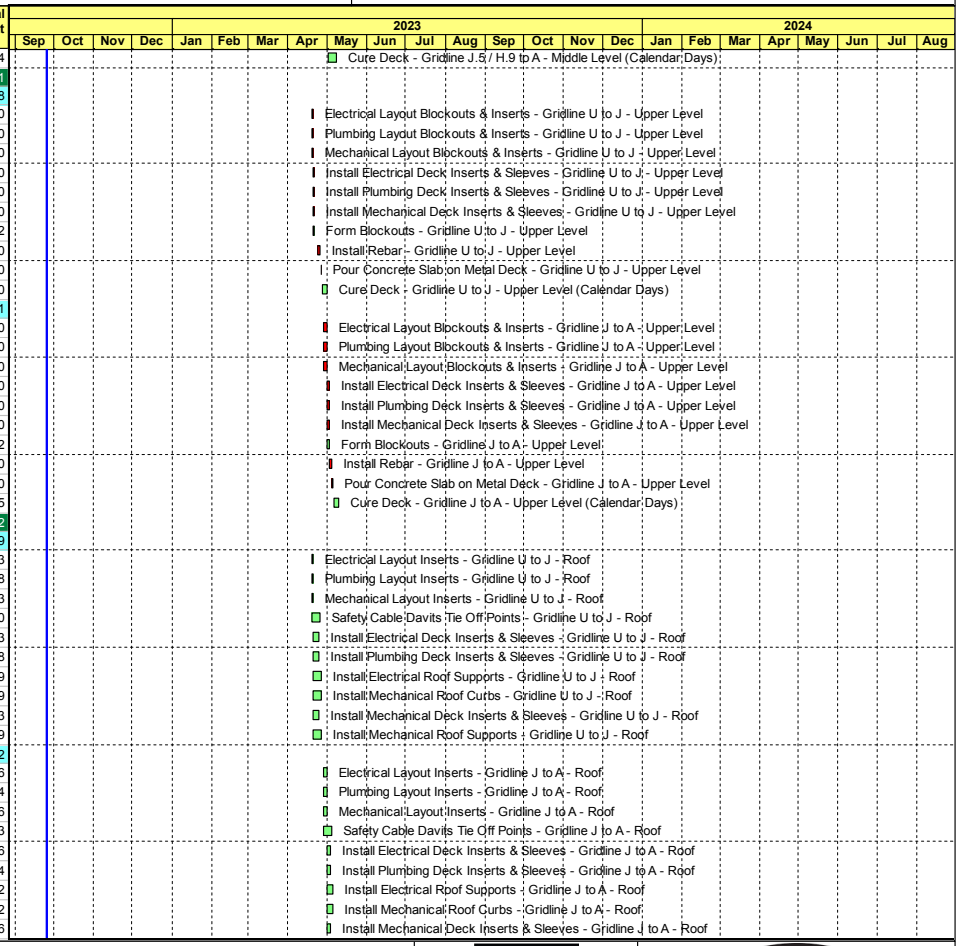
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
SU-8590	Cure Deck - Gridline J.5 / H.9 to A - Middle Level (Calendar Days)	7	May-02-23	May-08-23	14
Upper Level		16	Apr-19-23	May-10-23	11
Gridline U to J Line		9	Apr-19-23	May-01-23	8
SU-2850	Electrical Layout Blockouts & Inserts - Gridline U to J - Upper Level	2	Apr-19-23	Apr-20-23	0
SU-2860	Plumbing Layout Blockouts & Inserts - Gridline U to J - Upper Level	2	Apr-19-23	Apr-20-23	0
SU-0502	Mechanical Layout Blockouts & Inserts - Gridline U to J - Upper Level	2	Apr-19-23	Apr-20-23	0
SU-2870	Install Electrical Deck Inserts & Sleeves - Gridline U to J - Upper Lev	2	Apr-20-23	Apr-21-23	0
SU-2880	Install Plumbing Deck Inserts & Sleeves - Gridline U to J - Upper Lev	2	Apr-20-23	Apr-21-23	0
SU-0602	Install Mechanical Deck Inserts & Sleeves - Gridline U to J - Upper L	2	Apr-20-23	Apr-21-23	0
SU-5070	Form Blockouts - Gridline U to J - Upper Level	2	Apr-20-23	Apr-21-23	2
SU-5080	Install Rebar - Gridline U to J - Upper Level	2	Apr-24-23	Apr-25-23	0
SU-5090	Pour Concrete Slab on Metal Deck - Gridline U to J - Upper Level	1	Apr-26-23	Apr-26-23	0
SU-8610	Cure Deck - Gridline U to J - Upper Level (Calendar Days)	5	Apr-27-23	May-01-23	10
Gridline J to A Line		9	Apr-28-23	May-10-23	11
SU-1940	Electrical Layout Blockouts & Inserts - Gridline J to A - Upper Level	2	Apr-28-23	May-01-23	0
SU-1950	Plumbing Layout Blockouts & Inserts - Gridline J to A - Upper Level	2	Apr-28-23	May-01-23	0
SU-1960	Mechanical Layout Blockouts & Inserts - Gridline J to A - Upper Level	2	Apr-28-23	May-01-23	0
SU-1980	Install Electrical Deck Inserts & Sleeves - Gridline J to A - Upper Lev	2	May-01-23	May-02-23	0
SU-1990	Install Plumbing Deck Inserts & Sleeves - Gridline J to A - Upper Lev	2	May-01-23	May-02-23	0
SU-1600	Install Mechanical Deck Inserts & Sleeves - Gridline J to A - Upper L	2	May-01-23	May-02-23	0
SU-1970	Form Blockouts - Gridline J to A - Upper Level	2	May-01-23	May-02-23	2
SU-1601	Install Rebar - Gridline J to A - Upper Level	2	May-03-23	May-04-23	0
SU-1602	Pour Concrete Slab on Metal Deck - Gridline J to A - Upper Level	1	May-05-23	May-05-23	0
SU-6030	Cure Deck - Gridline J to A - Upper Level (Calendar Days)	5	May-06-23	May-10-23	15
Roof		13	Apr-19-23	May-05-23	12
Gridline U to J Line		6	Apr-19-23	Apr-26-23	19
SU-2890	Electrical Layout Inserts - Gridline U to J - Roof	2	Apr-19-23	Apr-20-23	13
SU-2900	Plumbing Layout Inserts - Gridline U to J - Roof	2	Apr-19-23	Apr-20-23	18
SU-5150	Mechanical Layout Inserts - Gridline U to J - Roof	2	Apr-19-23	Apr-20-23	13
SU-9170	Safety Cable Davits Tie Off Points - Gridline U to J - Roof	5	Apr-19-23	Apr-25-23	20
SU-2910	Install Electrical Deck Inserts & Sleeves - Gridline U to J - Roof	3	Apr-20-23	Apr-24-23	13
SU-2920	Install Plumbing Deck Inserts & Sleeves - Gridline U to J - Roof	3	Apr-20-23	Apr-24-23	18
SU-2930	Install Electrical Roof Supports - Gridline U to J - Roof	5	Apr-20-23	Apr-26-23	19
SU-9160	Install Mechanical Roof Curbs - Gridline U to J - Roof	5	Apr-20-23	Apr-26-23	19
SU-5160	Install Mechanical Deck Inserts & Sleeves - Gridline U to J - Roof	3	Apr-20-23	Apr-24-23	13
SU-9150	Install Mechanical Roof Supports - Gridline U to J - Roof	5	Apr-20-23	Apr-26-23	19
Gridline J to A Line		6	Apr-28-23	May-05-23	12
SU-9950	Electrical Layout Inserts - Gridline J to A - Roof	2	Apr-28-23	May-01-23	6
SU-10000	Plumbing Layout Inserts - Gridline J to A - Roof	2	Apr-28-23	May-01-23	14
SU-9960	Mechanical Layout Inserts - Gridline J to A - Roof	2	Apr-28-23	May-01-23	6
SU-9970	Safety Cable Davits Tie Off Points - Gridline J to A - Roof	5	Apr-28-23	May-04-23	13
SU-9980	Install Electrical Deck Inserts & Sleeves - Gridline J to A - Roof	3	May-01-23	May-03-23	6
SU-10010	Install Plumbing Deck Inserts & Sleeves - Gridline J to A - Roof	3	May-01-23	May-03-23	14
SU-10020	Install Electrical Roof Supports - Gridline J to A - Roof	5	May-01-23	May-05-23	12
SU-10030	Install Mechanical Roof Curbs - Gridline J to A - Roof	5	May-01-23	May-05-23	12
SU-9990	Install Mechanical Deck Inserts & Sleeves - Gridline J to A - Roof	3	May-01-23	May-03-23	6



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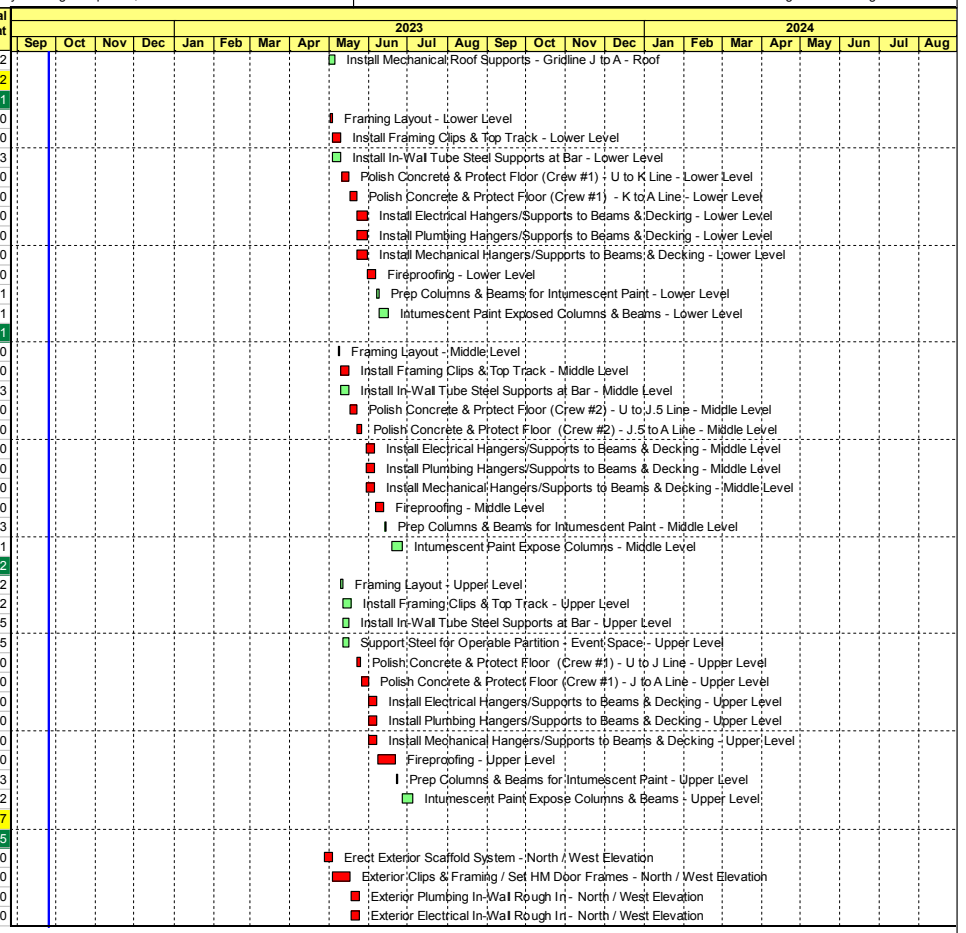
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
SU-10040	Install Mechanical Roof Supports - Gridline J to A - Roof	5	May-01-23	May-05-23	12
Fire Proofing / MEP Supports / Polish Concrete		45	May-02-23	Jul-05-23	2
Lower Level		33	May-02-23	Jun-16-23	1
SU-5940	Framing Layout - Lower Level	2	May-02-23	May-03-23	0
SU-5950	Install Framing Clips & Top Track - Lower Level	5	May-04-23	May-10-23	0
SU-2550	Install In-Wall Tube Steel Supports at Bar - Lower Level	5	May-04-23	May-10-23	13
SU-6620	Polish Concrete & Protect Floor (Crew #1) - U to K Line - Lower Level	4	May-11-23	May-16-23	0
SU-9940	Polish Concrete & Protect Floor (Crew #1) - K to A Line - Lower Lev	4	May-17-23	May-22-23	0
SU-2940	Install Electrical Hangers/Supports to Beams & Decking - Lower Lev	5	May-23-23	May-30-23	0
SU-2950	Install Plumbing Hangers/Supports to Beams & Decking - Lower Lev	5	May-23-23	May-30-23	0
SU-5960	Install Mechanical Hangers/Supports to Beams & Decking - Lower Le	5	May-23-23	May-30-23	0
SU-5970	Fireproofing - Lower Level	5	May-31-23	Jun-06-23	0
SU-7300	Prep Columns & Beams for Intumescent Paint - Lower Level	2	Jun-07-23	Jun-08-23	1
SU-5990	Intumescent Paint Exposed Columns & Beams - Lower Level	6	Jun-09-23	Jun-16-23	1
Middle Level		35	May-08-23	Jun-26-23	1
SU-6290	Framing Layout - Middle Level	2	May-08-23	May-09-23	0
SU-6300	Install Framing Clips & Top Track - Middle Level	5	May-10-23	May-16-23	0
SU-6070	Install In-Wall Tube Steel Supports at Bar - Middle Level	5	May-10-23	May-16-23	13
SU-6100	Polish Concrete & Protect Floor (Crew #2) - U to J.5 Line - Middle Le	4	May-17-23	May-22-23	0
SU-6630	Polish Concrete & Protect Floor (Crew #2) - J.5 to A Line - Middle Le	4	May-23-23	May-26-23	0
SU-2960	Install Electrical Hangers/Supports to Beams & Decking - Middle Lev	5	May-30-23	Jun-05-23	0
SU-2970	Install Plumbing Hangers/Supports to Beams & Decking - Middle Lev	5	May-30-23	Jun-05-23	0
SU-6310	Install Mechanical Hangers/Supports to Beams & Decking - Middle L	5	May-30-23	Jun-05-23	0
SU-6320	Fireproofing - Middle Level	5	Jun-06-23	Jun-12-23	0
SU-7310	Prep Columns & Beams for Intumescent Paint - Middle Level	2	Jun-13-23	Jun-14-23	3
SU-6340	Intumescent Paint Expose Columns - Middle Level	6	Jun-19-23	Jun-26-23	1
Upper Level		39	May-10-23	Jul-05-23	2
SU-6410	Framing Layout - Upper Level	2	May-10-23	May-11-23	2
SU-6420	Install Framing Clips & Top Track - Upper Level	5	May-12-23	May-18-23	2
SU-6080	Install In-Wall Tube Steel Supports at Bar - Upper Level	3	May-12-23	May-16-23	15
SU-2660	Support Steel for Operable Partition - Event Space - Upper Level	3	May-12-23	May-16-23	15
SU-6640	Polish Concrete & Protect Floor (Crew #1) - U to J Line - Upper Lev	3	May-23-23	May-25-23	0
SU-6170	Polish Concrete & Protect Floor (Crew #1) - J to A Line - Upper Level	3	May-26-23	May-31-23	0
SU-2980	Install Electrical Hangers/Supports to Beams & Decking - Upper Lev	5	Jun-01-23	Jun-07-23	0
SU-2990	Install Plumbing Hangers/Supports to Beams & Decking - Upper Lev	5	Jun-01-23	Jun-07-23	0
SU-6430	Install Mechanical Hangers/Supports to Beams & Decking - Upper Le	5	Jun-01-23	Jun-07-23	0
SU-6440	Fireproofing - Upper Level	10	Jun-08-23	Jun-21-23	0
SU-7320	Prep Columns & Beams for Intumescent Paint - Upper Level	2	Jun-22-23	Jun-23-23	3
SU-6460	Intumescent Paint Expose Columns & Beams - Upper Level	6	Jun-27-23	Jul-05-23	2
Building Enclosure		196	Dec-29-22	Oct-04-23	17
North / West Elevation		100	Apr-27-23	Sep-18-23	25
EX-2940	Erect Exterior Scaffold System - North / West Elevation	5	Apr-27-23	May-03-23	0
EX-2860	Exterior Clips & Framing / Set HM Door Frames - North / West Eleva	10	May-04-23	May-17-23	0
EX-3000	Exterior Plumbing In-Wall Rough In - North / West Elevation	5	May-18-23	May-24-23	0
EX-3180	Exterior Electrical In-Wall Rough In - North / West Elevation	5	May-18-23	May-24-23	0



Run Date - Oct-28-22
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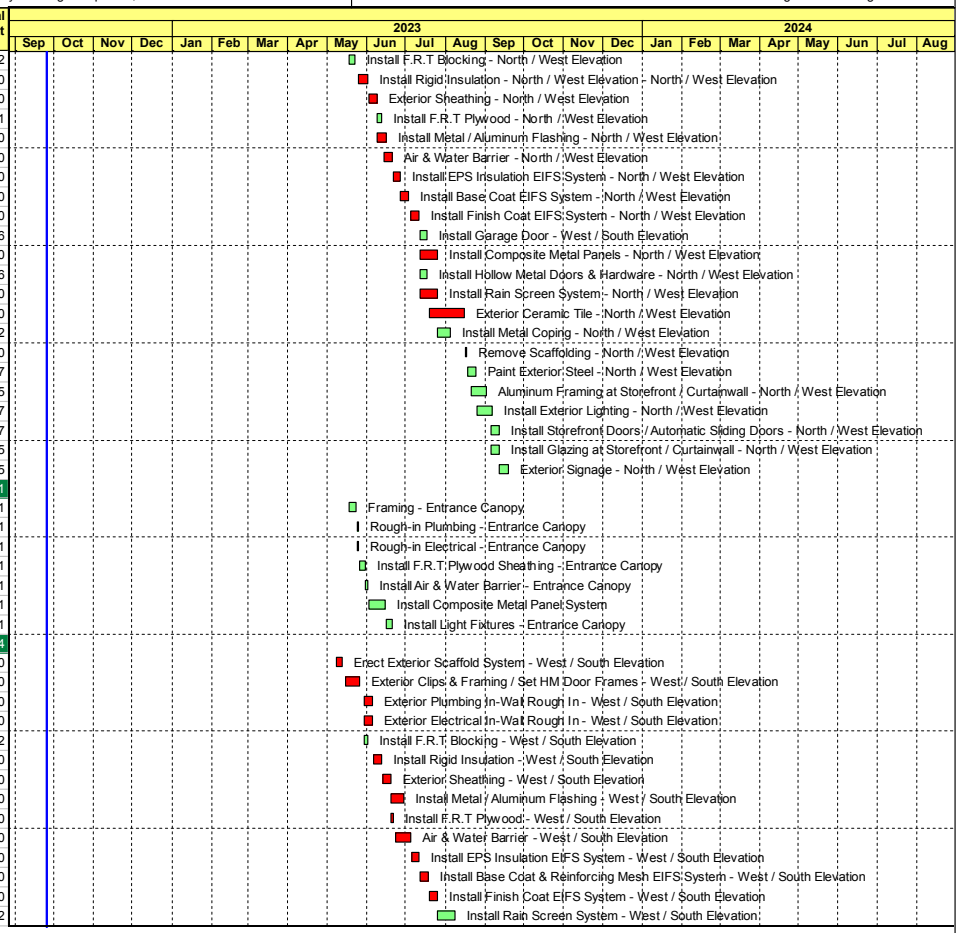
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
EX-9160	Install F.R.T Blocking - North / West Elevation	3	May-18-23	May-22-23	2
EX-2930	Install Rigid Insulation - North / West Elevation - North / West Elevati	5	May-25-23	Jun-01-23	0
EX-2870	Exterior Sheathing - North / West Elevation	5	Jun-02-23	Jun-08-23	0
EX-2950	Install F.R.T Plywood - North / West Elevation	2	Jun-09-23	Jun-12-23	1
EX-3190	Install Metal / Aluminum Flashing - North / West Elevation	6	Jun-09-23	Jun-16-23	0
EX-2880	Air & Water Barrier - North / West Elevation	5	Jun-14-23	Jun-20-23	0
EX-8630	Install EPS Insulation EIFS System - North / West Elevation	4	Jun-21-23	Jun-26-23	0
EX-2900	Install Base Coat EIFS System - North / West Elevation	5	Jun-27-23	Jul-03-23	0
EX-8640	Install Finish Coat EIFS System - North / West Elevation	5	Jul-05-23	Jul-11-23	0
EX-8740	Install Garage Door - West / South Elevation	4	Jul-12-23	Jul-17-23	56
EX-5350	Install Composite Metal Panels - North / West Elevation	10	Jul-12-23	Jul-25-23	0
EX-2960	Install Hollow Metal Doors & Hardware - North / West Elevation	4	Jul-12-23	Jul-17-23	56
EX-5320	Install Rain Screen System - North / West Elevation	10	Jul-12-23	Jul-25-23	0
EX-4360	Exterior Ceramic Tile - North / West Elevation	20	Jul-19-23	Aug-15-23	0
EX-5340	Install Metal Coping - North / West Elevation	8	Jul-26-23	Aug-04-23	42
EX-2980	Remove Scaffolding - North / West Elevation	2	Aug-16-23	Aug-17-23	0
EX-2970	Paint Exterior Steel - North / West Elevation	5	Aug-18-23	Aug-24-23	17
EX-2910	Aluminum Framing at Storefront / Curtainwall - North / West Elevation	10	Aug-21-23	Sep-01-23	15
EX-5330	Install Exterior Lighting - North / West Elevation	8	Aug-25-23	Sep-06-23	17
EX-9140	Install Storefront Doors / Automatic Sliding Doors - North / West Elev	5	Sep-05-23	Sep-11-23	17
EX-9170	Install Glazing at Storefront / Curtainwall - North / West Elevation	5	Sep-05-23	Sep-11-23	15
EX-2920	Exterior Signage - North / West Elevation	5	Sep-12-23	Sep-18-23	25
Main Entrance Canopy		23	May-18-23	Jun-20-23	71
EX-6660	Framing - Entrance Canopy	4	May-18-23	May-23-23	71
EX-6670	Rough-in Plumbing - Entrance Canopy	2	May-24-23	May-25-23	71
EX-7310	Rough-in Electrical - Entrance Canopy	2	May-24-23	May-25-23	71
EX-7570	Install F.R.T Plywood Sheathing - Entrance Canopy	2	May-26-23	May-30-23	71
EX-7630	Install Air & Water Barrier - Entrance Canopy	2	May-31-23	Jun-01-23	71
EX-7900	Install Composite Metal Panel System	10	Jun-02-23	Jun-15-23	71
EX-7910	Install Light Fixtures - Entrance Canopy	3	Jun-16-23	Jun-20-23	71
West / South Elevation		98	May-08-23	Sep-25-23	24
EX-8650	Erect Exterior Scaffold System - West / South Elevation	5	May-08-23	May-12-23	0
EX-8660	Exterior Clips & Framing / Set HM Door Frames - West / South Eleva	10	May-15-23	May-26-23	0
EX-3010	Exterior Plumbing In-Wall Rough In - West / South Elevation	5	May-30-23	Jun-05-23	0
EX-8670	Exterior Electrical In-Wall Rough In - West / South Elevation	5	May-30-23	Jun-05-23	0
EX-9150	Install F.R.T Blocking - West / South Elevation	3	May-30-23	Jun-01-23	2
EX-8690	Install Rigid Insulation - West / South Elevation	5	Jun-06-23	Jun-12-23	0
EX-8680	Exterior Sheathing - West / South Elevation	5	Jun-13-23	Jun-19-23	0
EX-8700	Install Metal / Aluminum Flashing - West / South Elevation	8	Jun-20-23	Jun-29-23	0
EX-8710	Install F.R.T Plywood - West / South Elevation	2	Jun-20-23	Jun-21-23	0
EX-8730	Air & Water Barrier - West / South Elevation	8	Jun-23-23	Jul-05-23	0
EX-8750	Install EPS Insulation EIFS System - West / South Elevation	4	Jul-06-23	Jul-11-23	0
EX-8720	Install Base Coat & Reinforcing Mesh EIFS System - West / South El	5	Jul-12-23	Jul-18-23	0
EX-8760	Install Finish Coat EIFS System - West / South Elevation	5	Jul-19-23	Jul-25-23	0
EX-8770	Install Rain Screen System - West / South Elevation	10	Jul-26-23	Aug-08-23	32



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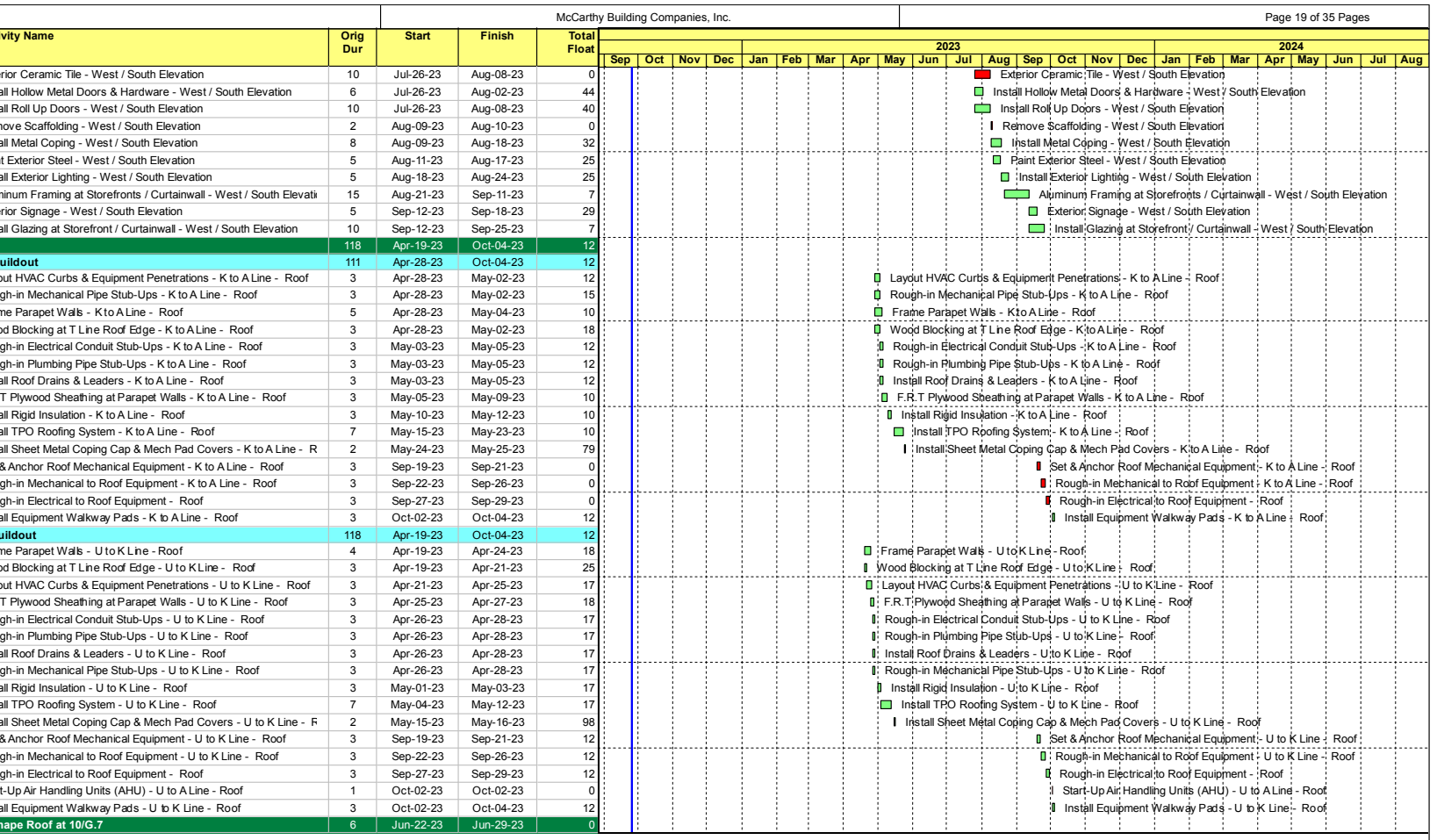
EX-8820	Exterior Ceramic Tile - West / South Elevation	10	Jul-26-23	Aug-08-23	0
EX-8790	Install Hollow Metal Doors & Hardware - West / South Elevation	6	Jul-26-23	Aug-02-23	44
EX-5300	Install Roll Up Doors - West / South Elevation	10	Jul-26-23	Aug-08-23	40
EX-9110	Remove Scaffolding - West / South Elevation	2	Aug-09-23	Aug-10-23	0
EX-8810	Install Metal Coping - West / South Elevation	8	Aug-09-23	Aug-18-23	32
EX-8840	Paint Exterior Steel - West / South Elevation	5	Aug-11-23	Aug-17-23	25
EX-8800	Install Exterior Lighting - West / South Elevation	5	Aug-18-23	Aug-24-23	25
EX-8780	Aluminum Framing at Storefronts / Curtainwall - West / South Elevati	15	Aug-21-23	Sep-11-23	7
EX-8830	Exterior Signage - West / South Elevation	5	Sep-12-23	Sep-18-23	29
EX-9200	Install Glazing at Storefront / Curtainwall - West / South Elevation	10	Sep-12-23	Sep-25-23	7
Rooftop Buildout		118	Apr-19-23	Oct-04-23	12
South Rooftop Buildout		111	Apr-28-23	Oct-04-23	12
EX-6960	Layout HVAC Curbs & Equipment Penetrations - K to A Line - Roof	3	Apr-28-23	May-02-23	12
EX-6920	Rough-in Mechanical Pipe Stub-Ups - K to A Line - Roof	3	Apr-28-23	May-02-23	15
EX-6930	Frame Parapet Walls - K to A Line - Roof	5	Apr-28-23	May-04-23	10
EX-6990	Wood Blocking at T Line Roof Edge - K to A Line - Roof	3	Apr-28-23	May-02-23	18
EX-3030	Rough-in Electrical Conduit Stub-Ups - K to A Line - Roof	3	May-03-23	May-05-23	12
EX-3040	Rough-in Plumbing Pipe Stub-Ups - K to A Line - Roof	3	May-03-23	May-05-23	12
EX-6970	Install Roof Drains & Leaders - K to A Line - Roof	3	May-03-23	May-05-23	12
EX-8950	F.R.T Plywood Sheathing at Parapet Walls - K to A Line - Roof	3	May-05-23	May-09-23	10
EX-7080	Install Rigid Insulation - K to A Line - Roof	3	May-10-23	May-12-23	10
EX-6940	Install TPO Roofing System - K to A Line - Roof	7	May-15-23	May-23-23	10
EX-6950	Install Sheet Metal Coping Cap & Mech Pad Covers - K to A Line - R	2	May-24-23	May-25-23	79
EX-7050	Set & Anchor Roof Mechanical Equipment - K to A Line - Roof	3	Sep-19-23	Sep-21-23	0
EX-7060	Rough-in Mechanical to Roof Equipment - K to A Line - Roof	3	Sep-22-23	Sep-26-23	0
EX-8960	Rough-in Electrical to Roof Equipment - Roof	3	Sep-27-23	Sep-29-23	0
EX-7090	Install Equipment Walkway Pads - K to A Line - Roof	3	Oct-02-23	Oct-04-23	12
North Rooftop Buildout		118	Apr-19-23	Oct-04-23	12
EX-9240	Frame Parapet Walls - U to K Line - Roof	4	Apr-19-23	Apr-24-23	18
EX-9250	Wood Blocking at T Line Roof Edge - U to K Line - Roof	3	Apr-19-23	Apr-21-23	25
EX-9260	Layout HVAC Curbs & Equipment Penetrations - U to K Line - Roof	3	Apr-21-23	Apr-25-23	17
EX-9270	F.R.T Plywood Sheathing at Parapet Walls - U to K Line - Roof	3	Apr-25-23	Apr-27-23	18
EX-9280	Rough-in Electrical Conduit Stub-Ups - U to K Line - Roof	3	Apr-26-23	Apr-28-23	17
EX-9290	Rough-in Plumbing Pipe Stub-Ups - U to K Line - Roof	3	Apr-26-23	Apr-28-23	17
EX-9310	Install Roof Drains & Leaders - U to K Line - Roof	3	Apr-26-23	Apr-28-23	17
EX-9300	Rough-in Mechanical Pipe Stub-Ups - U to K Line - Roof	3	Apr-26-23	Apr-28-23	17
EX-9320	Install Rigid Insulation - U to K Line - Roof	3	May-01-23	May-03-23	17
EX-9330	Install TPO Roofing System - U to K Line - Roof	7	May-04-23	May-12-23	17
EX-9340	Install Sheet Metal Coping Cap & Mech Pad Covers - U to K Line - R	2	May-15-23	May-16-23	98
EX-9350	Set & Anchor Roof Mechanical Equipment - U to K Line - Roof	3	Sep-19-23	Sep-21-23	12
EX-9360	Rough-in Mechanical to Roof Equipment - U to K Line - Roof	3	Sep-22-23	Sep-26-23	12
EX-9370	Rough-in Electrical to Roof Equipment - Roof	3	Sep-27-23	Sep-29-23	12
EX-2370	Start-Up Air Handling Units (AHU) - U to A Line - Roof	1	Oct-02-23	Oct-02-23	0
EX-9380	Install Equipment Walkway Pads - U to K Line - Roof	3	Oct-02-23	Oct-04-23	12
Upper Level Pie Shape Roof at 10/G.7		6	Jun-22-23	Jun-29-23	0



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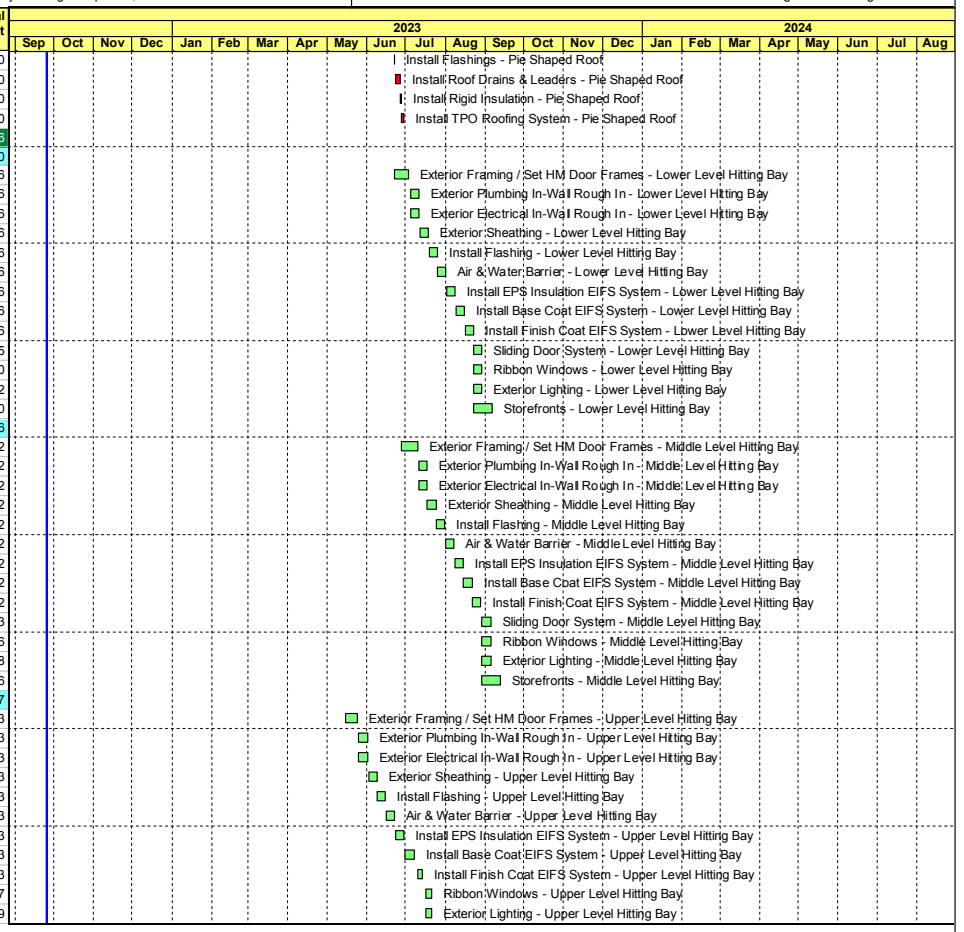
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
EX-9650	Install Flashings - Pie Shaped Roof	1	Jun-22-23	Jun-22-23	0
EX-9210	Install Roof Drains & Leaders - Pie Shaped Roof	2	Jun-23-23	Jun-26-23	0
EX-9220	Install Rigid Insulation - Pie Shaped Roof	1	Jun-27-23	Jun-27-23	0
EX-9230	Install TPO Roofing System - Pie Shaped Roof	2	Jun-28-23	Jun-29-23	0
East Hitting Bay Exterior Wall @ 7 Line		84	May-15-23	Sep-12-23	16
Lower Level		53	Jun-22-23	Sep-06-23	20
EX-8850	Exterior Framing / Set HM Door Frames - Lower Level Hitting Bay	8	Jun-22-23	Jul-03-23	6
EX-3020	Exterior Plumbing In-Wall Rough In - Lower Level Hitting Bay	5	Jul-05-23	Jul-11-23	6
EX-8860	Exterior Electrical In-Wall Rough In - Lower Level Hitting Bay	5	Jul-05-23	Jul-11-23	6
EX-8870	Exterior Sheathing - Lower Level Hitting Bay	5	Jul-12-23	Jul-18-23	6
EX-8880	Install Flashing - Lower Level Hitting Bay	5	Jul-19-23	Jul-25-23	6
EX-8890	Air & Water Barrier - Lower Level Hitting Bay	5	Jul-26-23	Aug-01-23	6
EX-8910	Install EPS Insulation EIFS System - Lower Level Hitting Bay	5	Aug-02-23	Aug-08-23	6
EX-8900	Install Base Coat EIFS System - Lower Level Hitting Bay	5	Aug-09-23	Aug-15-23	6
EX-8920	Install Finish Coat EIFS System - Lower Level Hitting Bay	5	Aug-16-23	Aug-22-23	6
EX-3160	Sliding Door System - Lower Level Hitting Bay	5	Aug-23-23	Aug-29-23	25
EX-8930	Ribbon Windows - Lower Level Hitting Bay	5	Aug-23-23	Aug-29-23	20
EX-8940	Exterior Lighting - Lower Level Hitting Bay	5	Aug-23-23	Aug-29-23	22
EX-3070	Storefronts - Lower Level Hitting Bay	10	Aug-23-23	Sep-06-23	20
Middle Level		53	Jun-28-23	Sep-12-23	16
EX-9390	Exterior Framing / Set HM Door Frames - Middle Level Hitting Bay	8	Jun-28-23	Jul-10-23	2
EX-9400	Exterior Plumbing In-Wall Rough In - Middle Level Hitting Bay	5	Jul-11-23	Jul-17-23	2
EX-9410	Exterior Electrical In-Wall Rough In - Middle Level Hitting Bay	5	Jul-11-23	Jul-17-23	2
EX-9420	Exterior Sheathing - Middle Level Hitting Bay	5	Jul-18-23	Jul-24-23	2
EX-9430	Install Flashing - Middle Level Hitting Bay	5	Jul-25-23	Jul-31-23	2
EX-9440	Air & Water Barrier - Middle Level Hitting Bay	5	Aug-01-23	Aug-07-23	2
EX-9450	Install EPS Insulation EIFS System - Middle Level Hitting Bay	5	Aug-08-23	Aug-14-23	2
EX-9460	Install Base Coat EIFS System - Middle Level Hitting Bay	5	Aug-15-23	Aug-21-23	2
EX-9470	Install Finish Coat EIFS System - Middle Level Hitting Bay	5	Aug-22-23	Aug-28-23	2
EX-9500	Sliding Door System - Middle Level Hitting Bay	5	Aug-29-23	Sep-05-23	3
EX-9480	Ribbon Windows - Middle Level Hitting Bay	5	Aug-29-23	Sep-05-23	16
EX-9490	Exterior Lighting - Middle Level Hitting Bay	5	Aug-29-23	Sep-05-23	18
EX-9510	Storefronts - Middle Level Hitting Bay	10	Aug-29-23	Sep-12-23	16
Upper Level		63	May-15-23	Aug-11-23	37
EX-9520	Exterior Framing / Set HM Door Frames - Upper Level Hitting Bay	8	May-15-23	May-24-23	33
EX-9530	Exterior Plumbing In-Wall Rough In - Upper Level Hitting Bay	5	May-25-23	Jun-01-23	33
EX-9540	Exterior Electrical In-Wall Rough In - Upper Level Hitting Bay	5	May-25-23	Jun-01-23	33
EX-9550	Exterior Sheathing - Upper Level Hitting Bay	5	Jun-02-23	Jun-08-23	33
EX-9560	Install Flashing - Upper Level Hitting Bay	5	Jun-09-23	Jun-15-23	33
EX-9570	Air & Water Barrier - Upper Level Hitting Bay	5	Jun-16-23	Jun-22-23	33
EX-9580	Install EPS Insulation EIFS System - Upper Level Hitting Bay	5	Jun-23-23	Jun-29-23	33
EX-9590	Install Base Coat EIFS System - Upper Level Hitting Bay	5	Jun-30-23	Jul-07-23	33
EX-9600	Install Finish Coat EIFS System - Upper Level Hitting Bay	5	Jul-10-23	Jul-14-23	33
EX-9620	Ribbon Windows - Upper Level Hitting Bay	5	Jul-17-23	Jul-21-23	47
EX-9630	Exterior Lighting - Upper Level Hitting Bay	5	Jul-17-23	Jul-21-23	49



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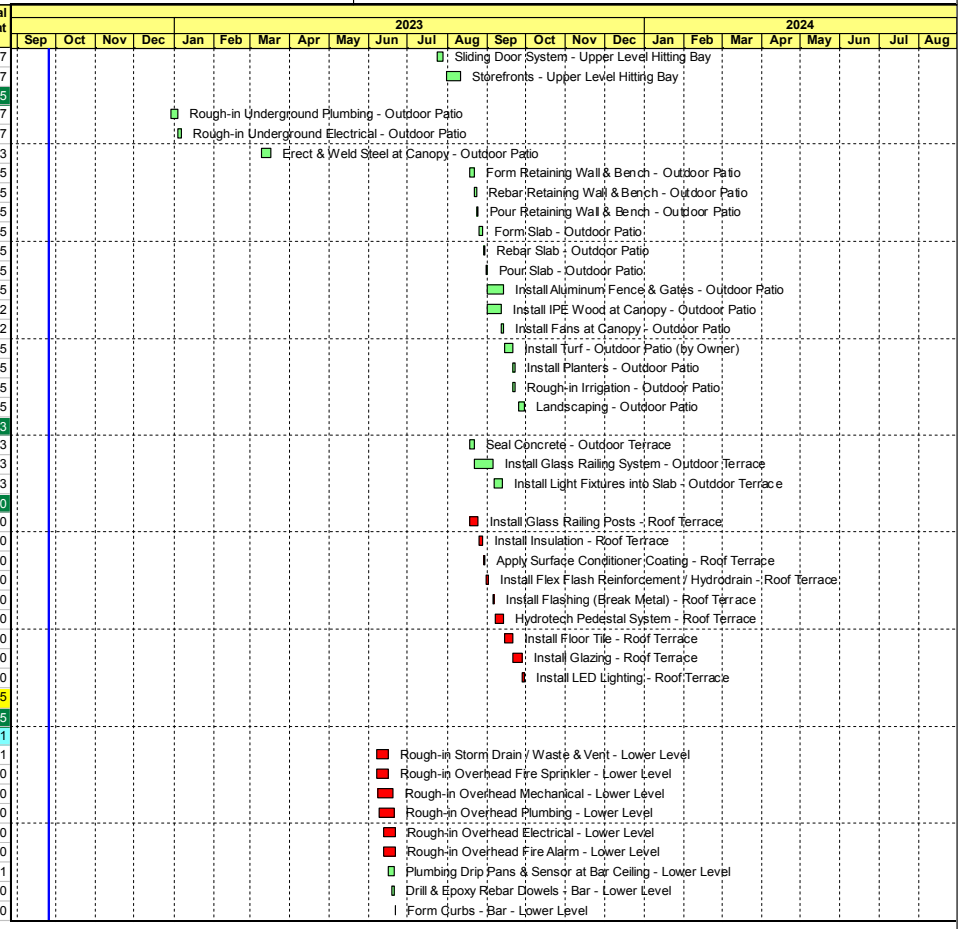
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
EX-9610	Sliding Door System - Upper Level Hitting Bay	5	Jul-24-23	Jul-28-23	47
EX-9640	Storefronts - Upper Level Hitting Bay	10	Jul-31-23	Aug-11-23	37
Lower Level Outdoor Patio #025		193	Dec-29-22	Sep-29-23	15
EX-1810	Rough-in Underground Plumbing - Outdoor Patio	3	Dec-29-22	Jan-03-23	177
EX-1820	Rough-in Underground Electrical - Outdoor Patio	3	Jan-04-23	Jan-06-23	177
EX-1690	Erect & Weld Steel at Canopy - Outdoor Patio	5	Mar-10-23	Mar-16-23	123
EX-1720	Form Retaining Wall & Bench - Outdoor Patio	2	Aug-18-23	Aug-21-23	15
EX-1730	Rebar Retaining Wall & Bench - Outdoor Patio	2	Aug-22-23	Aug-23-23	15
EX-1740	Pour Retaining Wall & Bench - Outdoor Patio	1	Aug-24-23	Aug-24-23	15
EX-1830	Form Slab - Outdoor Patio	2	Aug-25-23	Aug-28-23	15
EX-1840	Rebar Slab - Outdoor Patio	2	Aug-29-23	Aug-30-23	15
EX-1850	Pour Slab - Outdoor Patio	1	Aug-31-23	Aug-31-23	15
EX-1710	Install Aluminum Fence & Gates - Outdoor Patio	8	Sep-01-23	Sep-13-23	15
EX-1750	Install IPE Wood at Canopy - Outdoor Patio	6	Sep-01-23	Sep-11-23	22
EX-1760	Install Fans at Canopy - Outdoor Patio	2	Sep-12-23	Sep-13-23	22
EX-1700	Install Turf - Outdoor Patio (by Owner)	5	Sep-14-23	Sep-20-23	15
EX-1770	Install Planters - Outdoor Patio	2	Sep-21-23	Sep-22-23	15
EX-1800	Rough-in Irrigation - Outdoor Patio	2	Sep-21-23	Sep-22-23	15
EX-1790	Landscaping - Outdoor Patio	5	Sep-25-23	Sep-29-23	15
Middle Level Outdoor Terrace #122		17	Aug-18-23	Sep-12-23	13
EX-1960	Seal Concrete - Outdoor Terrace	2	Aug-18-23	Aug-21-23	13
EX-1940	Install Glass Railing System - Outdoor Terrace	10	Aug-22-23	Sep-05-23	13
EX-1950	Install Light Fixtures into Slab - Outdoor Terrace	5	Sep-06-23	Sep-12-23	13
Upper Level Roof Terrace #217		30	Aug-18-23	Sep-29-23	0
EX-7700	Install Glass Railing Posts - Roof Terrace	5	Aug-18-23	Aug-24-23	0
EX-6840	Install Insulation - Roof Terrace	2	Aug-25-23	Aug-28-23	0
EX-1970	Apply Surface Conditioner Coating - Roof Terrace	2	Aug-29-23	Aug-30-23	0
EX-6830	Install Flex Flash Reinforcement / Hydrodrain - Roof Terrace	2	Aug-31-23	Sep-01-23	0
EX-9120	Install Flashing (Break Metal) - Roof Terrace	2	Sep-05-23	Sep-06-23	0
EX-6850	Hydrotech Pedestal System - Roof Terrace	5	Sep-07-23	Sep-13-23	0
EX-6870	Install Floor Tile - Roof Terrace	5	Sep-14-23	Sep-20-23	0
EX-6880	Install Glazing - Roof Terrace	5	Sep-21-23	Sep-27-23	0
EX-9130	Install LED Lighting - Roof Terrace	2	Sep-28-23	Sep-29-23	0
Interior Buildout		127	Jun-07-23	Dec-07-23	15
Lower Level		127	Jun-07-23	Dec-07-23	15
Rough-Ins		56	Jun-07-23	Aug-24-23	11
IN-3897	Rough-in Storm Drain / Waste & Vent - Lower Level	8	Jun-07-23	Jun-16-23	1
IN-3001	Rough-in Overhead Fire Sprinkler - Lower Level	8	Jun-07-23	Jun-16-23	0
IN-3205	Rough-in Overhead Mechanical - Lower Level	8	Jun-08-23	Jun-19-23	0
IN-3306	Rough-in Overhead Plumbing - Lower Level	8	Jun-09-23	Jun-20-23	0
IN-3103	Rough-in Overhead Electrical - Lower Level	8	Jun-12-23	Jun-21-23	0
IN-10000	Rough-in Overhead Fire Alarm - Lower Level	8	Jun-12-23	Jun-21-23	0
IN-7270	Plumbing Drip Pans & Sensor at Bar Ceiling - Lower Level	3	Jun-16-23	Jun-20-23	1
IN-7000	Drill & Epoxy Rebar Dowels - Bar - Lower Level	2	Jun-19-23	Jun-20-23	20
IN-7010	Form Curbs - Bar - Lower Level	1	Jun-21-23	Jun-21-23	20



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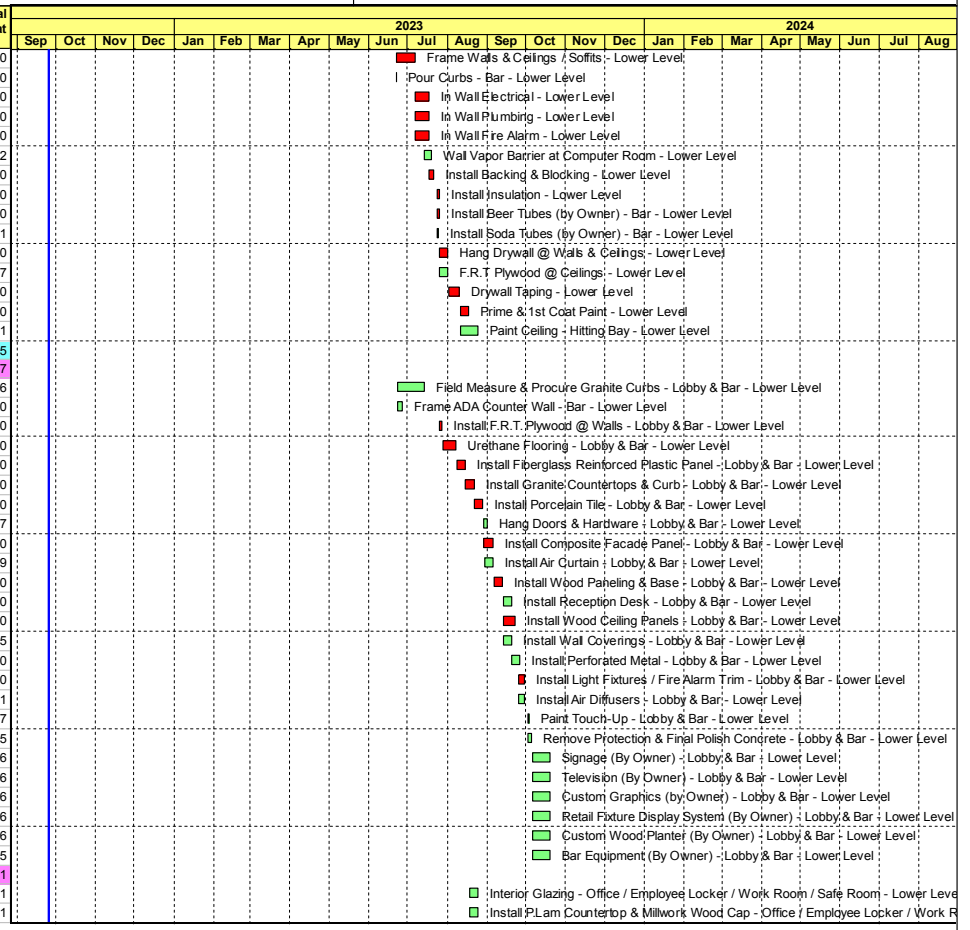
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
IN-3902	Frame Walls & Ceilings / Soffits - Lower Level	10	Jun-22-23	Jul-06-23	0
IN-7020	Pour Curbs - Bar - Lower Level	1	Jun-22-23	Jun-22-23	20
IN-5001	In Wall Electrical - Lower Level	7	Jul-07-23	Jul-17-23	0
IN-5350	In Wall Plumbing - Lower Level	7	Jul-07-23	Jul-17-23	0
IN-10010	In Wall Fire Alarm - Lower Level	7	Jul-07-23	Jul-17-23	0
IN-5410	Wall Vapor Barrier at Computer Room - Lower Level	4	Jul-14-23	Jul-19-23	2
IN-5360	Install Backing & Blocking - Lower Level	4	Jul-18-23	Jul-21-23	0
IN-5370	Install Insulation - Lower Level	2	Jul-24-23	Jul-25-23	0
OFOI-11640	Install Beer Tubes (by Owner) - Bar - Lower Level	2	Jul-24-23	Jul-25-23	0
OFOI-11650	Install Soda Tubes (by Owner) - Bar - Lower Level	1	Jul-24-23	Jul-24-23	1
IN-5380	Hang Drywall @ Walls & Ceilings - Lower Level	5	Jul-26-23	Aug-01-23	0
IN-3985	F.R.T Plywood @ Ceilings - Lower Level	5	Jul-26-23	Aug-01-23	7
IN-5390	Drywall Taping - Lower Level	7	Aug-02-23	Aug-10-23	0
IN-5400	Prime & 1st Coat Paint - Lower Level	5	Aug-11-23	Aug-17-23	0
IN-5110	Paint Ceiling - Hitting Bay - Lower Level	10	Aug-11-23	Aug-24-23	11
Finishes		127	Jun-07-23	Dec-07-23	15
Lobby & Bar #002, 005, 006		83	Jun-23-23	Oct-19-23	17
IN-7290	Field Measure & Procure Granite Curbs - Lobby & Bar - Lower Level	15	Jun-23-23	Jul-14-23	26
IN-7300	Frame ADA Counter Wall - Bar - Lower Level	2	Jun-23-23	Jun-26-23	20
IN-3607	Install F.R.T. Plywood @ Walls - Lobby & Bar - Lower Level	2	Jul-26-23	Jul-27-23	0
IN-7260	Urethane Flooring - Lobby & Bar - Lower Level	7	Jul-28-23	Aug-07-23	0
IN-10150	Install Fiberglass Reinforced Plastic Panel - Lobby & Bar - Lower Lev	5	Aug-08-23	Aug-14-23	0
IN-4002	Install Granite Countertops & Curb - Lobby & Bar - Lower Level	5	Aug-15-23	Aug-21-23	0
IN-3909	Install Porcelain Tile - Lobby & Bar - Lower Level	5	Aug-22-23	Aug-28-23	0
IN-3500	Hang Doors & Hardware - Lobby & Bar - Lower Level	3	Aug-29-23	Aug-31-23	27
IN-4803	Install Composite Facade Panel - Lobby & Bar - Lower Level	5	Aug-29-23	Sep-05-23	0
IN-3970	Install Air Curtain - Lobby & Bar - Lower Level	4	Aug-30-23	Sep-05-23	49
IN-4001	Install Wood Paneling & Base - Lobby & Bar - Lower Level	5	Sep-06-23	Sep-12-23	0
IN-4103	Install Reception Desk - Lobby & Bar - Lower Level	5	Sep-13-23	Sep-19-23	10
IN-4206	Install Wood Ceiling Panels - Lobby & Bar - Lower Level	8	Sep-13-23	Sep-22-23	0
IN-4302	Install Wall Coverings - Lobby & Bar - Lower Level	5	Sep-13-23	Sep-19-23	15
IN-4202	Install Perforated Metal - Lobby & Bar - Lower Level	5	Sep-20-23	Sep-26-23	10
IN-4402	Install Light Fixtures / Fire Alarm Trim - Lobby & Bar - Lower Level	5	Sep-25-23	Sep-29-23	0
IN-3860	Install Air Diffusers - Lobby & Bar - Lower Level	5	Sep-25-23	Sep-29-23	1
IN-3980	Paint Touch-Up - Lobby & Bar - Lower Level	2	Oct-02-23	Oct-03-23	7
IN-9950	Remove Protection & Final Polish Concrete - Lobby & Bar - Lower Le	4	Oct-02-23	Oct-05-23	5
OFOI-1520	Signage (By Owner) - Lobby & Bar - Lower Level	10	Oct-06-23	Oct-19-23	6
OFOI-1550	Television (By Owner) - Lobby & Bar - Lower Level	10	Oct-06-23	Oct-19-23	6
OFOI-1560	Custom Graphics (by Owner) - Lobby & Bar - Lower Level	10	Oct-06-23	Oct-19-23	6
OFOI-1580	Retail Fixture Display System (By Owner) - Lobby & Bar - Lower Lev	10	Oct-06-23	Oct-19-23	6
OFOI-1600	Custom Wood Planter (By Owner) - Lobby & Bar - Lower Level	10	Oct-06-23	Oct-19-23	6
OFOI-1330	Bar Equipment (By Owner) - Lobby & Bar - Lower Level	10	Oct-06-23	Oct-19-23	5
Office / Employee Locker / Work Room / Safe Room		29	Aug-18-23	Sep-28-23	21
IN-7160	Interior Glazing - Office / Employee Locker / Work Room / Safe Roor	5	Aug-18-23	Aug-24-23	21
IN-7170	Install PLam Countertop & Millwork Wood Cap - Office / Employee Lc	5	Aug-18-23	Aug-24-23	21



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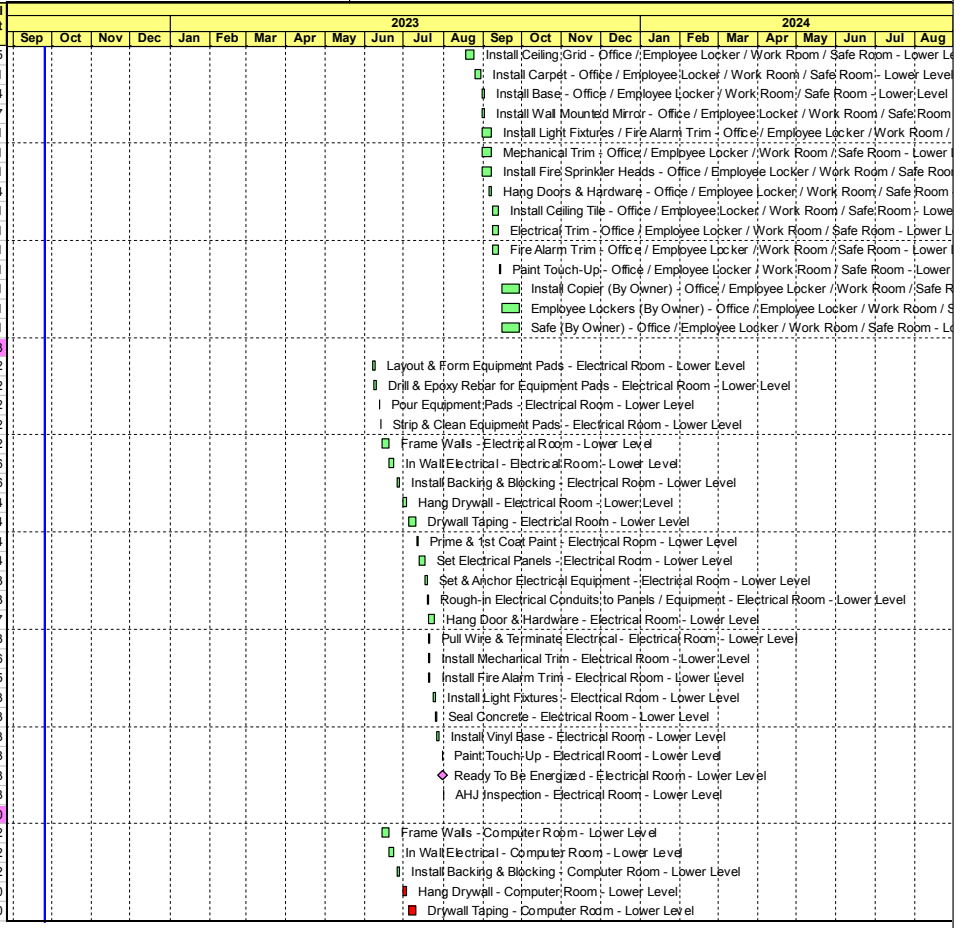
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
IN-7180	Install Ceiling Grid - Office / Employee Locker / Work Room / Safe R	5	Aug-18-23	Aug-24-23	25
IN-7230	Install Carpet - Office / Employee Locker / Work Room / Safe Room	4	Aug-25-23	Aug-30-23	21
IN-7120	Install Base - Office / Employee Locker / Work Room / Safe Room - I	2	Aug-31-23	Sep-01-23	24
IN-7150	Install Wall Mounted Mirror - Office / Employee Locker / Work Room	2	Aug-31-23	Sep-01-23	27
IN-7200	Install Light Fixtures / Fire Alarm Trim - Office / Employee Locker / W	5	Aug-31-23	Sep-07-23	21
IN-7210	Mechanical Trim - Office / Employee Locker / Work Room / Safe Roc	5	Aug-31-23	Sep-07-23	21
IN-7250	Install Fire Sprinkler Heads - Office / Employee Locker / Work Room	5	Aug-31-23	Sep-07-23	21
IN-7140	Hang Doors & Hardware - Office / Employee Locker / Work Room / S	3	Sep-05-23	Sep-07-23	24
IN-7190	Install Ceiling Tile - Office / Employee Locker / Work Room / Safe Ro	3	Sep-08-23	Sep-12-23	21
IN-7220	Electrical Trim - Office / Employee Locker / Work Room / Safe Room	3	Sep-08-23	Sep-12-23	21
IN-10020	Fire Alarm Trim - Office / Employee Locker / Work Room / Safe Roor	3	Sep-08-23	Sep-12-23	21
IN-7130	Paint Touch-Up - Office / Employee Locker / Work Room / Safe Roor	2	Sep-13-23	Sep-14-23	21
OFOI-116	Install Copier (By Owner) - Office / Employee Locker / Work Room /	10	Sep-15-23	Sep-28-23	21
OFOI-116	Employee Lockers (By Owner) - Office / Employee Locker / Work R	10	Sep-15-23	Sep-28-23	21
OFOI-116	Safe (By Owner) - Office / Employee Locker / Work Room / Safe Roo	10	Sep-15-23	Sep-28-23	21
Main Electrical Room #21		39	Jun-07-23	Aug-01-23	3
IN-6580	Layout & Form Equipment Pads - Electrical Room - Lower Level	2	Jun-07-23	Jun-08-23	2
IN-6590	Drill & Epoxy Rebar for Equipment Pads - Electrical Room - Lower Le	2	Jun-08-23	Jun-09-23	2
IN-6600	Pour Equipment Pads - Electrical Room - Lower Level	1	Jun-12-23	Jun-12-23	2
IN-6610	Strip & Clean Equipment Pads - Electrical Room - Lower Level	1	Jun-13-23	Jun-13-23	2
IN-4680	Frame Walls - Electrical Room - Lower Level	4	Jun-14-23	Jun-19-23	2
IN-4690	In Wall Electrical - Electrical Room - Lower Level	4	Jun-20-23	Jun-23-23	6
IN-4710	Install Backing & Blocking - Electrical Room - Lower Level	2	Jun-26-23	Jun-27-23	6
IN-4730	Hang Drywall - Electrical Room - Lower Level	2	Jun-30-23	Jul-03-23	4
IN-4740	Drywall Taping - Electrical Room - Lower Level	4	Jul-05-23	Jul-10-23	4
IN-4750	Prime & 1st Coat Paint - Electrical Room - Lower Level	2	Jul-11-23	Jul-12-23	4
IN-6630	Set Electrical Panels - Electrical Room - Lower Level	3	Jul-13-23	Jul-17-23	4
IN-6620	Set & Anchor Electrical Equipment - Electrical Room - Lower Level	2	Jul-18-23	Jul-19-23	3
IN-6650	Rough-in Electrical Conduits to Panels / Equipment - Electrical Room	2	Jul-19-23	Jul-20-23	3
IN-6640	Hang Door & Hardware - Electrical Room - Lower Level	3	Jul-20-23	Jul-24-23	7
IN-6660	Pull Wire & Terminate Electrical - Electrical Room - Lower Level	2	Jul-20-23	Jul-21-23	3
IN-1420	Install Mechanical Trim - Electrical Room - Lower Level	2	Jul-20-23	Jul-21-23	6
IN-10030	Install Fire Alarm Trim - Electrical Room - Lower Level	2	Jul-20-23	Jul-21-23	5
IN-6670	Install Light Fixtures - Electrical Room - Lower Level	2	Jul-24-23	Jul-25-23	3
IN-6700	Seal Concrete - Electrical Room - Lower Level	1	Jul-26-23	Jul-26-23	3
IN-6710	Install Vinyl Base - Electrical Room - Lower Level	2	Jul-27-23	Jul-28-23	3
IN-6680	Paint Touch-Up - Electrical Room - Lower Level	1	Jul-31-23	Jul-31-23	3
IN-6690	Ready To Be Energized - Electrical Room - Lower Level	0		Jul-31-23	3
IN-10390	AHJ Inspection - Electrical Room - Lower Level	1	Aug-01-23	Aug-01-23	3
Computer Room #016		77	Jun-14-23	Oct-02-23	30
IN-4880	Frame Walls - Computer Room - Lower Level	4	Jun-14-23	Jun-19-23	2
IN-4890	In Wall Electrical - Computer Room - Lower Level	4	Jun-20-23	Jun-23-23	2
IN-4900	Install Backing & Blocking - Computer Room - Lower Level	2	Jun-26-23	Jun-27-23	2
IN-4910	Hang Drywall - Computer Room - Lower Level	2	Jun-30-23	Jul-03-23	0
IN-4920	Drywall Taping - Computer Room - Lower Level	4	Jul-05-23	Jul-10-23	0



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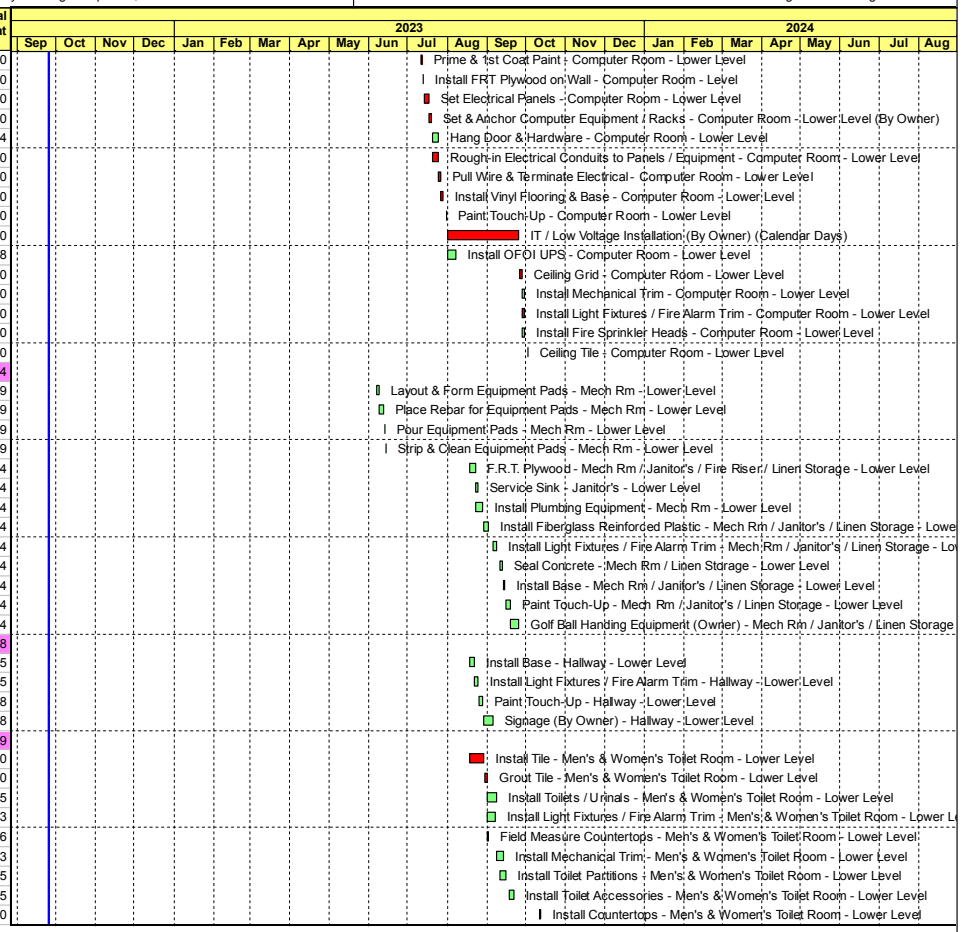
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
IN-4930	Prime & 1st Coat Paint - Computer Room - Lower Level	2	Jul-11-23	Jul-12-23	0
IN-4940	Install FRT Plywood on Wall - Computer Room - Level	1	Jul-13-23	Jul-13-23	0
IN-6720	Set Electrical Panels - Computer Room - Lower Level	2	Jul-14-23	Jul-17-23	0
IN-6730	Set & Anchor Computer Equipment / Racks - Computer Room - Lowe	2	Jul-18-23	Jul-19-23	0
IN-6740	Hang Door & Hardware - Computer Room - Lower Level	3	Jul-20-23	Jul-24-23	4
IN-6750	Rough-in Electrical Conduits to Panels / Equipment - Computer Roor	3	Jul-20-23	Jul-24-23	0
IN-6760	Pull Wire & Terminate Electrical - Computer Room - Lower Level	2	Jul-25-23	Jul-26-23	0
IN-6790	Install Vinyl Flooring & Base - Computer Room - Lower Level	2	Jul-27-23	Jul-28-23	0
IN-6780	Paint Touch-Up - Computer Room - Lower Level	1	Jul-31-23	Jul-31-23	0
OFOI-1004	IT / Low Voltage Installation (By Owner) (Calendar Days)	56	Aug-01-23	Sep-25-23	0
IN-6830	Install OFOI UPS - Computer Room - Lower Level	5	Aug-01-23	Aug-07-23	38
IN-6810	Ceiling Grid - Computer Room - Lower Level	2	Sep-26-23	Sep-27-23	0
IN-6800	Install Mechanical Trim - Computer Room - Lower Level	2	Sep-28-23	Sep-29-23	30
IN-6770	Install Light Fixtures / Fire Alarm Trim - Computer Room - Lower Lev	2	Sep-28-23	Sep-29-23	0
IN-2890	Install Fire Sprinkler Heads - Computer Room - Lower Level	2	Sep-28-23	Sep-29-23	30
IN-6820	Ceiling Tile - Computer Room - Lower Level	1	Oct-02-23	Oct-02-23	30
Mechanical Room #17 / Janitor's Closet #15 / Fire-Riser #13 / Linen Storage		77	Jun-07-23	Sep-25-23	24
IN-1050	Layout & Form Equipment Pads - Mech Rm - Lower Level	2	Jun-07-23	Jun-08-23	69
IN-1060	Place Rebar for Equipment Pads - Mech Rm - Lower Level	2	Jun-09-23	Jun-12-23	69
IN-1070	Pour Equipment Pads - Mech Rm - Lower Level	1	Jun-13-23	Jun-13-23	69
IN-1080	Strip & Clean Equipment Pads - Mech Rm - Lower Level	1	Jun-14-23	Jun-14-23	69
IN-6970	F.R.T. Plywood - Mech Rm / Janitor's / Fire Riser / Linen Storage - L	3	Aug-18-23	Aug-22-23	24
IN-6960	Service Sink - Janitor's - Lower Level	2	Aug-23-23	Aug-24-23	34
IN-1030	Install Plumbing Equipment - Mech Rm - Lower Level	4	Aug-23-23	Aug-28-23	24
IN-6990	Install Fiberglass Reinforced Plastic - Mech Rm / Janitor's / Linen St	4	Aug-29-23	Sep-01-23	24
IN-1010	Install Light Fixtures / Fire Alarm Trim - Mech Rm / Janitor's / Linen S	4	Sep-05-23	Sep-08-23	24
IN-6980	Seal Concrete - Mech Rm / Linen Storage - Lower Level	2	Sep-11-23	Sep-12-23	24
IN-1000	Install Base - Mech Rm / Janitor's / Linen Storage - Lower Level	2	Sep-13-23	Sep-14-23	24
IN-1020	Paint Touch-Up - Mech Rm / Janitor's / Linen Storage - Lower Level	2	Sep-15-23	Sep-18-23	24
IN-6950	Golf Ball Handing Equipment (Owner) - Mech Rm / Janitor's / Linen S	5	Sep-19-23	Sep-25-23	24
Hallway #014 & 014a		12	Aug-18-23	Sep-05-23	38
IN-3420	Install Base - Hallway - Lower Level	2	Aug-18-23	Aug-21-23	25
IN-1130	Install Light Fixtures / Fire Alarm Trim - Hallway - Lower Level	3	Aug-22-23	Aug-24-23	25
IN-1110	Paint Touch-Up - Hallway - Lower Level	2	Aug-25-23	Aug-28-23	38
OFOI-1012	Signage (By Owner) - Hallway - Lower Level	5	Aug-29-23	Sep-05-23	38
Men's & Women's Toilet Rm #008, 009		42	Aug-18-23	Oct-17-23	19
IN-1140	Install Tile - Men's & Women's Toilet Room - Lower Level	8	Aug-18-23	Aug-29-23	0
IN-1150	Grout Tile - Men's & Women's Toilet Room - Lower Level	2	Aug-30-23	Aug-31-23	0
IN-1160	Install Toilets / Urinals - Men's & Women's Toilet Room - Lower Level	5	Sep-01-23	Sep-08-23	25
IN-1190	Install Light Fixtures / Fire Alarm Trim - Men's & Women's Toilet Roor	4	Sep-01-23	Sep-07-23	13
IN-1530	Field Measure Countertops - Men's & Women's Toilet Room - Lower	1	Sep-01-23	Sep-01-23	16
IN-1200	Install Mechanical Trim - Men's & Women's Toilet Room - Lower Lev	4	Sep-08-23	Sep-13-23	13
IN-1170	Install Toilet Partitions - Men's & Women's Toilet Room - Lower Level	5	Sep-11-23	Sep-15-23	35
IN-1180	Install Toilet Accessories - Men's & Women's Toilet Room - Lower Le	4	Sep-18-23	Sep-21-23	35
IN-4130	Install Countertops - Men's & Women's Toilet Room - Lower Level	2	Oct-11-23	Oct-12-23	0



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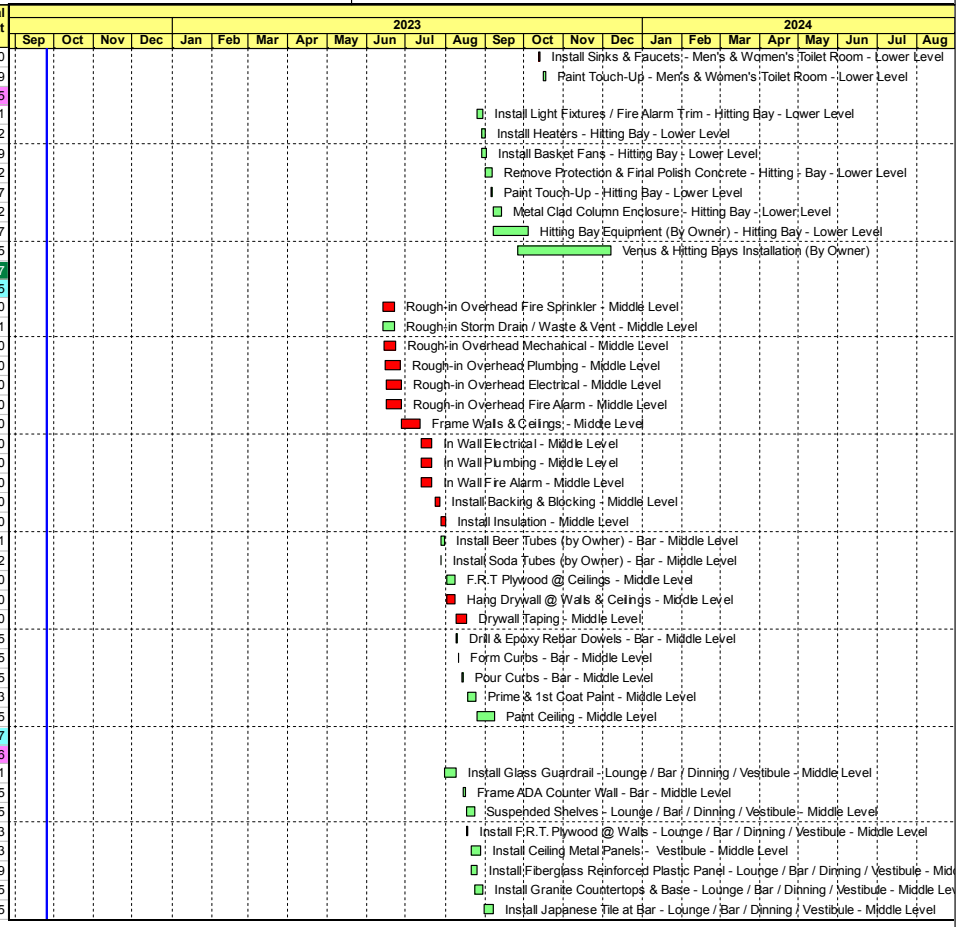
IN-4140	Install Sinks & Faucets - Men's & Women's Toilet Room - Lower Lev	2	Oct-12-23	Oct-13-23	0
IN-1210	Paint Touch-Up - Men's & Women's Toilet Room - Lower Level	2	Oct-16-23	Oct-17-23	19
Hitting Bay #024		71	Aug-25-23	Dec-07-23	15
IN-5040	Install Light Fixtures / Fire Alarm Trim - Hitting Bay - Lower Level	4	Aug-25-23	Aug-30-23	11
IN-5050	Install Heaters - Hitting Bay - Lower Level	3	Aug-29-23	Aug-31-23	2
IN-5030	Install Basket Fans - Hitting Bay - Lower Level	4	Aug-29-23	Sep-01-23	9
IN-9970	Remove Protection & Final Polish Concrete - Hitting - Bay - Lower Le	3	Sep-01-23	Sep-06-23	2
IN-5060	Paint Touch-Up - Hitting Bay - Lower Level	2	Sep-05-23	Sep-06-23	17
IN-5010	Metal Clad Column Enclosure - Hitting Bay - Lower Level	5	Sep-07-23	Sep-13-23	2
OFOI-1340	Hitting Bay Equipment (By Owner) - Hitting Bay - Lower Level	20	Sep-07-23	Oct-04-23	17
OFOI-1186	Venus & Hitting Bays Installation (By Owner)	50	Sep-26-23	Dec-07-23	15
Middle Level		91	Jun-13-23	Oct-19-23	17
Rough-ins		62	Jun-13-23	Sep-08-23	25
IN-6180	Rough-in Overhead Fire Sprinkler - Middle Level	8	Jun-13-23	Jun-22-23	0
IN-6190	Rough-in Storm Drain / Waste & Vent - Middle Level	8	Jun-13-23	Jun-22-23	1
IN-6200	Rough-in Overhead Mechanical - Middle Level	8	Jun-14-23	Jun-23-23	0
IN-6210	Rough-in Overhead Plumbing - Middle Level	8	Jun-15-23	Jun-26-23	0
IN-6220	Rough-in Overhead Electrical - Middle Level	8	Jun-16-23	Jun-27-23	0
IN-10040	Rough-in Overhead Fire Alarm - Middle Level	8	Jun-16-23	Jun-27-23	0
IN-6230	Frame Walls & Ceilings - Middle Level	10	Jun-28-23	Jul-12-23	0
IN-6250	In Wall Electrical - Middle Level	7	Jul-13-23	Jul-21-23	0
IN-6240	In Wall Plumbing - Middle Level	7	Jul-13-23	Jul-21-23	0
IN-10050	In Wall Fire Alarm - Middle Level	7	Jul-13-23	Jul-21-23	0
IN-6260	Install Backing & Blocking - Middle Level	4	Jul-24-23	Jul-27-23	0
IN-6270	Install Insulation - Middle Level	3	Jul-28-23	Aug-01-23	0
OFOI-11660	Install Beer Tubes (by Owner) - Bar - Middle Level	2	Jul-28-23	Jul-31-23	1
OFOI-11670	Install Soda Tubes (by Owner) - Bar - Middle Level	1	Jul-28-23	Jul-28-23	2
IN-1500	F.R.T Plywood @ Ceilings - Middle Level	5	Aug-02-23	Aug-08-23	10
IN-6280	Hang Drywall @ Walls & Ceilings - Middle Level	5	Aug-02-23	Aug-08-23	0
IN-6300	Drywall Taping - Middle Level	7	Aug-09-23	Aug-17-23	0
IN-7060	Drill & Epoxy Rebar Dowels - Bar - Middle Level	2	Aug-09-23	Aug-10-23	5
IN-7070	Form Curbs - Bar - Middle Level	1	Aug-11-23	Aug-11-23	5
IN-7080	Pour Curbs - Bar - Middle Level	1	Aug-14-23	Aug-14-23	5
IN-6310	Prime & 1st Coat Paint - Middle Level	5	Aug-18-23	Aug-24-23	3
IN-10380	Paint Ceiling - Middle Level	10	Aug-25-23	Sep-08-23	25
Finishes		91	Jun-13-23	Oct-19-23	17
Lounge / Bar / Dining / Vestibule #100 & 111		58	Jul-31-23	Oct-19-23	6
IN-1300	Install Glass Guardrail - Lounge / Bar / Dinning / Vestibule - Middle Le	8	Jul-31-23	Aug-09-23	31
IN-10160	Frame ADA Counter Wall - Bar - Middle Level	2	Aug-15-23	Aug-16-23	5
IN-1360	Suspended Shelves - Lounge / Bar / Dinning / Vestibule - Middle Leve	5	Aug-17-23	Aug-23-23	5
IN-10170	Install F.R.T. Plywood @ Walls - Lounge / Bar / Dinning / Vestibule - M	2	Aug-17-23	Aug-18-23	13
IN-1470	Install Ceiling Metal Panels - Vestibule - Middle Level	6	Aug-21-23	Aug-28-23	13
IN-1520	Install Fiberglass Reinforced Plastic Panel - Lounge / Bar / Dinning / '	5	Aug-21-23	Aug-25-23	19
IN-1350	Install Granite Countertops & Base - Lounge / Bar / Dinning / Vestibul	5	Aug-24-23	Aug-30-23	5
IN-1340	Install Japanese Tile at Bar - Lounge / Bar / Dinning / Vestibule - Midc	5	Aug-31-23	Sep-07-23	5



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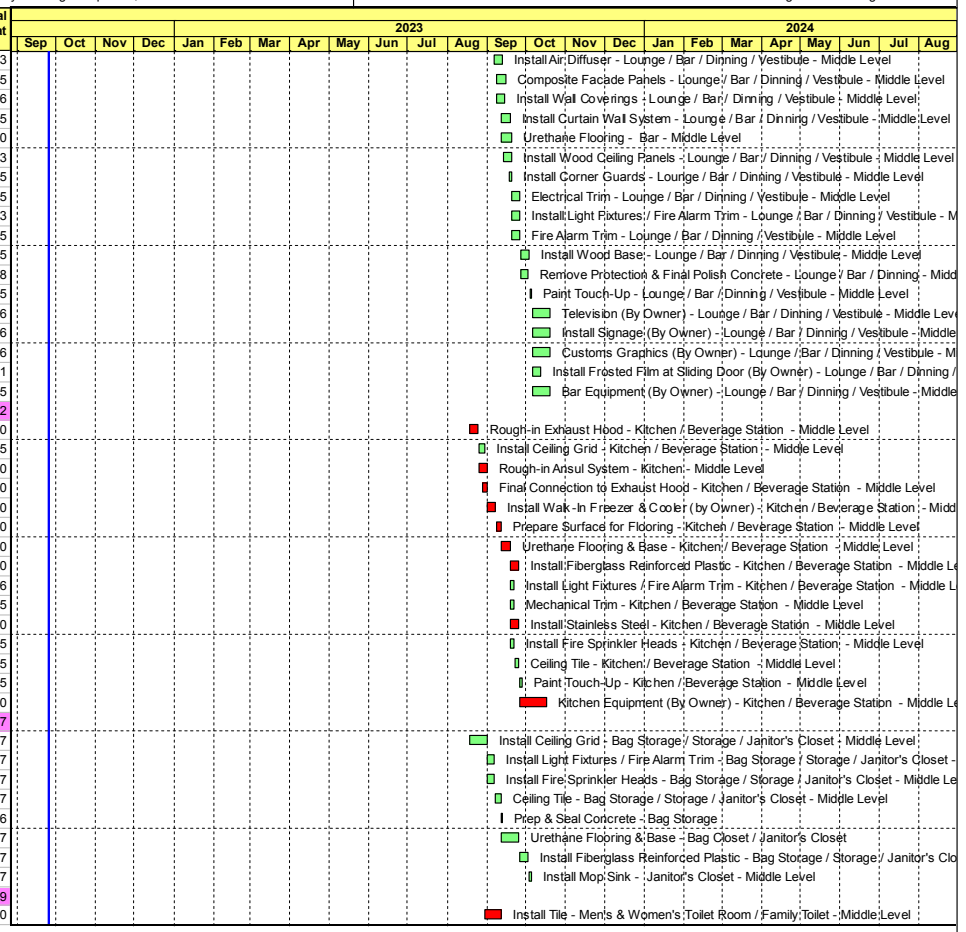
IN-1450	Install Air Diffuser - Lounge / Bar / Dinning / Vestibule - Middle Level	5	Sep-06-23	Sep-12-23	3
IN-1310	Composite Facade Panels - Lounge / Bar / Dinning / Vestibule - Midd	6	Sep-08-23	Sep-15-23	5
IN-1320	Install Wall Coverings - Lounge / Bar / Dinning / Vestibule - Middle Le	5	Sep-08-23	Sep-14-23	6
IN-1460	Install Curtain Wall System - Lounge / Bar / Dinning / Vestibule - Midd	5	Sep-12-23	Sep-18-23	15
IN-1510	Urethane Flooring - Bar - Middle Level	6	Sep-12-23	Sep-19-23	10
IN-1490	Install Wood Ceiling Panels - Lounge / Bar / Dinning / Vestibule - Midc	5	Sep-13-23	Sep-19-23	3
IN-1430	Install Corner Guards - Lounge / Bar / Dinning / Vestibule - Middle Le	2	Sep-18-23	Sep-19-23	5
IN-1380	Electrical Trim - Lounge / Bar / Dinning / Vestibule - Middle Level	5	Sep-20-23	Sep-26-23	5
IN-1480	Install Light Fixtures / Fire Alarm Trim - Lounge / Bar / Dinning / Vestil	5	Sep-20-23	Sep-26-23	3
IN-10060	Fire Alarm Trim - Lounge / Bar / Dinning / Vestibule - Middle Level	5	Sep-20-23	Sep-26-23	5
IN-1330	Install Wood Base - Lounge / Bar / Dinning / Vestibule - Middle Level	5	Sep-27-23	Oct-03-23	5
IN-9960	Remove Protection & Final Polish Concrete - Lounge / Bar / Dinning -	4	Sep-27-23	Oct-02-23	8
IN-3440	Paint Touch-Up - Lounge / Bar / Dinning / Vestibule - Middle Level	2	Oct-04-23	Oct-05-23	5
OFOI-1037	Television (By Owner) - Lounge / Bar / Dinning / Vestibule - Middle Le	10	Oct-06-23	Oct-19-23	6
OFOI-1039	Install Signage (By Owner) - Lounge / Bar / Dinning / Vestibule - Midd	10	Oct-06-23	Oct-19-23	6
OFOI-1040	Customs Graphics (By Owner) - Lounge / Bar / Dinning / Vestibule -	10	Oct-06-23	Oct-19-23	6
OFOI-1044	Install Frosted Film at Sliding Door (By Owner) - Lounge / Bar / Dinni	5	Oct-06-23	Oct-12-23	11
OFOI-1390	Bar Equipment (By Owner) - Lounge / Bar / Dinning / Vestibule - Midc	10	Oct-06-23	Oct-19-23	5
Kitchen / Beverage Station #112 & #103		41	Aug-18-23	Oct-16-23	2
IN-1540	Rough-in Exhaust Hood - Kitchen / Beverage Station - Middle Level	5	Aug-18-23	Aug-24-23	0
IN-1560	Install Ceiling Grid - Kitchen / Beverage Station - Middle Level	4	Aug-25-23	Aug-30-23	5
IN-4330	Rough-in Ansul System - Kitchen - Middle Level	5	Aug-25-23	Aug-31-23	0
IN-1590	Final Connection to Exhaust Hood - Kitchen / Beverage Station - Mic	4	Aug-28-23	Aug-31-23	0
IN-1550	Install Walk-In Freezer & Cooler (by Owner) - Kitchen / Beverage Sta	4	Sep-01-23	Sep-07-23	0
IN-1610	Prepare Surface for Flooring - Kitchen / Beverage Station - Middle L	2	Sep-08-23	Sep-11-23	0
IN-1620	Urethane Flooring & Base - Kitchen / Beverage Station - Middle Leve	5	Sep-12-23	Sep-18-23	0
IN-1630	Install Fiberglass Reinforced Plastic - Kitchen / Beverage Station - M	5	Sep-19-23	Sep-25-23	0
IN-1570	Install Light Fixtures / Fire Alarm Trim - Kitchen / Beverage Station -	3	Sep-19-23	Sep-21-23	6
IN-1580	Mechanical Trim - Kitchen / Beverage Station - Middle Level	3	Sep-19-23	Sep-21-23	15
IN-1640	Install Stainless Steel - Kitchen / Beverage Station - Middle Level	5	Sep-19-23	Sep-25-23	0
IN-2900	Install Fire Sprinkler Heads - Kitchen / Beverage Station - Middle Lev	3	Sep-19-23	Sep-21-23	15
IN-1600	Ceiling Tile - Kitchen / Beverage Station - Middle Level	2	Sep-22-23	Sep-25-23	15
IN-1660	Paint Touch-Up - Kitchen / Beverage Station - Middle Level	2	Sep-26-23	Sep-27-23	15
OFOI-1065	Kitchen Equipment (By Owner) - Kitchen / Beverage Station - Middle	15	Sep-26-23	Oct-16-23	0
Bag Storage #107 / Storage #106 / Janitor's Closet #108		34	Aug-18-23	Oct-05-23	27
IN-10240	Install Ceiling Grid - Bag Storage / Storage / Janitor's Closet - Middle	10	Aug-18-23	Aug-31-23	27
IN-10230	Install Light Fixtures / Fire Alarm Trim - Bag Storage / Storage / Janit	3	Sep-01-23	Sep-06-23	27
IN-10270	Install Fire Sprinkler Heads - Bag Storage / Storage / Janitor's Closet	3	Sep-01-23	Sep-06-23	27
IN-10280	Ceiling Tile - Bag Storage / Storage / Janitor's Closet - Middle Level	3	Sep-07-23	Sep-11-23	27
IN-10250	Prep & Seal Concrete - Bag Storage	1	Sep-12-23	Sep-12-23	36
IN-10260	Urethane Flooring & Base - Bag Closet / Janitor's Closet	10	Sep-12-23	Sep-25-23	27
IN-10210	Install Fiberglass Reinforced Plastic - Bag Storage / Storage / Janitor	5	Sep-26-23	Oct-02-23	27
IN-10220	Install Mop Sink - Janitor's Closet - Middle Level	3	Oct-03-23	Oct-05-23	27
Men's & Women's Toilet Rm / Family Toilet		34	Aug-30-23	Oct-17-23	19
IN-1220	Install Tile - Men's & Women's Toilet Room / Family Toilet - Middle Lev	8	Aug-30-23	Sep-11-23	0



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Actual Work
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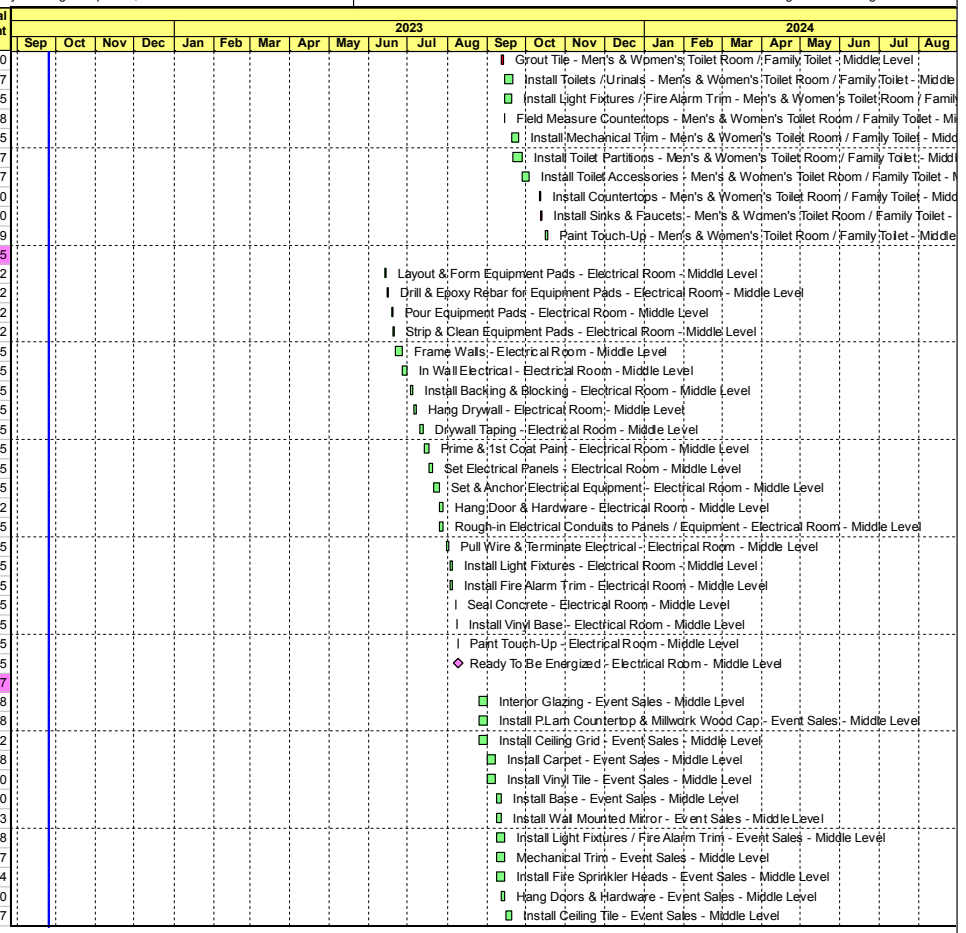
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
IN-1230	Grout Tile - Men's & Women's Toilet Room / Family Toilet - Middle Lev	2	Sep-12-23	Sep-13-23	0
IN-1240	Install Toilets / Urinals - Men's & Women's Toilet Room / Family Toilet	5	Sep-14-23	Sep-20-23	17
IN-1270	Install Light Fixtures / Fire Alarm Trim - Men's & Women's Toilet Roor	4	Sep-14-23	Sep-19-23	5
IN-4150	Field Measure Countertops - Men's & Women's Toilet Room / Family	1	Sep-14-23	Sep-14-23	8
IN-1280	Install Mechanical Trim - Men's & Women's Toilet Room / Family Toile	4	Sep-20-23	Sep-25-23	5
IN-1250	Install Toilet Partitions - Men's & Women's Toilet Room / Family Toilet	5	Sep-21-23	Sep-27-23	27
IN-1260	Install Toilet Accessories - Men's & Women's Toilet Room / Family To	4	Sep-28-23	Oct-03-23	27
IN-4160	Install Countertops - Men's & Women's Toilet Room / Family Toilet - M	2	Oct-11-23	Oct-12-23	0
IN-4170	Install Sinks & Faucets - Men's & Women's Toilet Room / Family Toile	2	Oct-12-23	Oct-13-23	0
IN-1290	Paint Touch-Up - Men's & Women's Toilet Room / Family Toilet - Midc	2	Oct-16-23	Oct-17-23	19
Electrical Room (#114)		41	Jun-13-23	Aug-09-23	35
IN-1670	Layout & Form Equipment Pads - Electrical Room - Middle Level	2	Jun-13-23	Jun-14-23	12
IN-1680	Drill & Epoxy Rebar for Equipment Pads - Electrical Room - Middle Le	2	Jun-15-23	Jun-16-23	12
IN-1690	Pour Equipment Pads - Electrical Room - Middle Level	1	Jun-19-23	Jun-19-23	12
IN-1700	Strip & Clean Equipment Pads - Electrical Room - Middle Level	1	Jun-20-23	Jun-20-23	12
IN-4760	Frame Walls - Electrical Room - Middle Level	4	Jun-21-23	Jun-26-23	35
IN-4770	In Wall Electrical - Electrical Room - Middle Level	4	Jun-27-23	Jun-30-23	35
IN-4780	Install Backing & Blocking - Electrical Room - Middle Level	2	Jul-03-23	Jul-05-23	35
IN-4790	Hang Drywall - Electrical Room - Middle Level	2	Jul-06-23	Jul-07-23	35
IN-4800	Drywall Taping - Electrical Room - Middle Level	4	Jul-10-23	Jul-13-23	35
IN-4810	Prime & 1st Coat Paint - Electrical Room - Middle Level	2	Jul-14-23	Jul-17-23	35
IN-1710	Set Electrical Panels - Electrical Room - Middle Level	3	Jul-18-23	Jul-20-23	35
IN-1720	Set & Anchor Electrical Equipment - Electrical Room - Middle Level	3	Jul-21-23	Jul-25-23	35
IN-1730	Hang Door & Hardware - Electrical Room - Middle Level	3	Jul-26-23	Jul-28-23	42
IN-1740	Rough-in Electrical Conduits to Panels / Equipment - Electrical Room	3	Jul-26-23	Jul-28-23	35
IN-1750	Pull Wire & Terminate Electrical - Electrical Room - Middle Level	3	Jul-31-23	Aug-02-23	35
IN-1760	Install Light Fixtures - Electrical Room - Middle Level	2	Aug-03-23	Aug-04-23	35
IN-10070	Install Fire Alarm Trim - Electrical Room - Middle Level	2	Aug-03-23	Aug-04-23	35
IN-1780	Seal Concrete - Electrical Room - Middle Level	1	Aug-07-23	Aug-07-23	35
IN-1790	Install Vinyl Base - Electrical Room - Middle Level	1	Aug-08-23	Aug-08-23	35
IN-1770	Paint Touch-Up - Electrical Room - Middle Level	1	Aug-09-23	Aug-09-23	35
IN-1800	Ready To Be Energized - Electrical Room - Middle Level	0		Aug-09-23	35
Event Sales Office (#115)		19	Aug-25-23	Sep-21-23	37
IN-1880	Interior Glazing - Event Sales - Middle Level	5	Aug-25-23	Aug-31-23	8
IN-1900	Install PLam Countertop & Millwork Wood Cap - Event Sales - Middle	5	Aug-25-23	Aug-31-23	8
IN-1910	Install Ceiling Grid - Event Sales - Middle Level	5	Aug-25-23	Aug-31-23	12
IN-1960	Install Carpet - Event Sales - Middle Level	4	Sep-01-23	Sep-07-23	8
IN-1970	Install Vinyl Tile - Event Sales - Middle Level	4	Sep-01-23	Sep-07-23	40
IN-1820	Install Base - Event Sales - Middle Level	2	Sep-08-23	Sep-11-23	40
IN-1860	Install Wall Mounted Mirror - Event Sales - Middle Level	2	Sep-08-23	Sep-11-23	43
IN-1930	Install Light Fixtures / Fire Alarm Trim - Event Sales - Middle Level	5	Sep-08-23	Sep-14-23	8
IN-1940	Mechanical Trim - Event Sales - Middle Level	5	Sep-08-23	Sep-14-23	37
IN-2910	Install Fire Sprinkler Heads - Event Sales - Middle Level	5	Sep-08-23	Sep-14-23	24
IN-1840	Hang Doors & Hardware - Event Sales - Middle Level	3	Sep-12-23	Sep-14-23	40
IN-1920	Install Ceiling Tile - Event Sales - Middle Level	3	Sep-15-23	Sep-19-23	37



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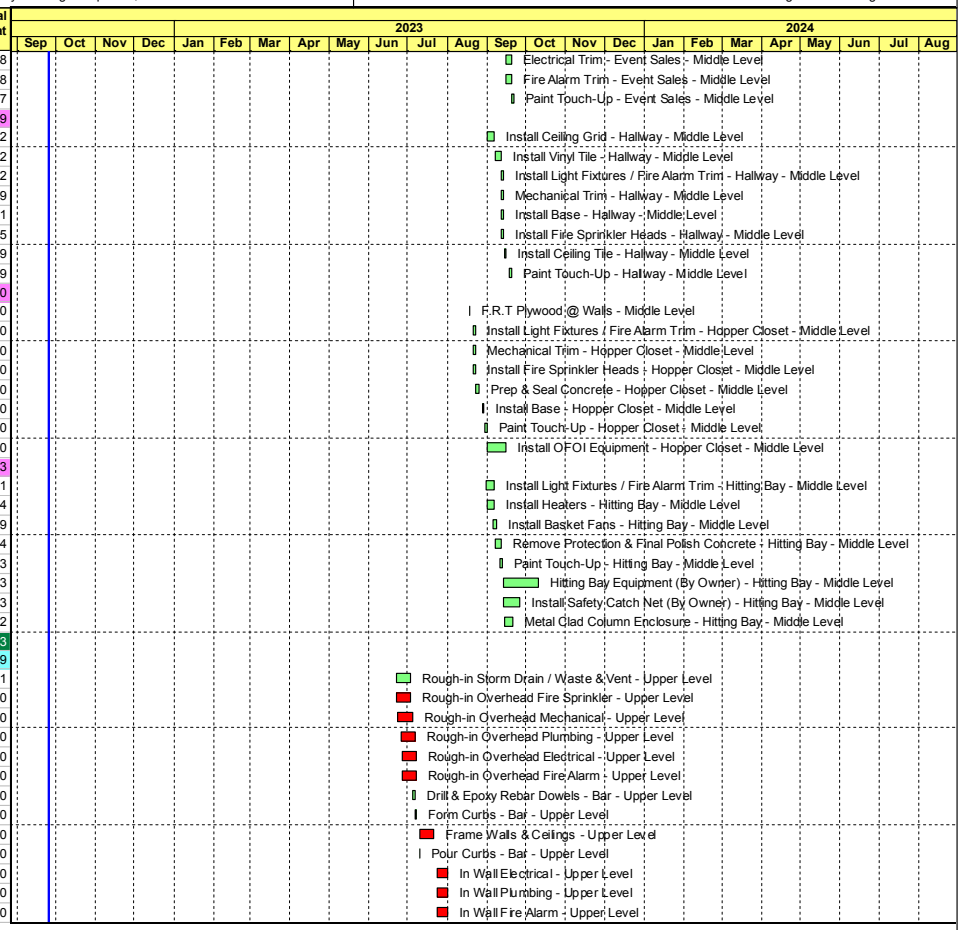
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
IN-1950	Electrical Trim - Event Sales - Middle Level	3	Sep-15-23	Sep-19-23	8
IN-10080	Fire Alarm Trim - Event Sales - Middle Level	3	Sep-15-23	Sep-19-23	8
IN-1830	Paint Touch-Up - Event Sales - Middle Level	2	Sep-20-23	Sep-21-23	37
Hallway (#110)		12	Sep-01-23	Sep-19-23	39
IN-1980	Install Ceiling Grid - Hallway - Middle Level	3	Sep-01-23	Sep-06-23	12
IN-2020	Install Vinyl Tile - Hallway - Middle Level	3	Sep-07-23	Sep-11-23	12
IN-2000	Install Light Fixtures / Fire Alarm Trim - Hallway - Middle Level	2	Sep-12-23	Sep-13-23	12
IN-2010	Mechanical Trim - Hallway - Middle Level	2	Sep-12-23	Sep-13-23	39
IN-2030	Install Base - Hallway - Middle Level	2	Sep-12-23	Sep-13-23	41
IN-2920	Install Fire Sprinkler Heads - Hallway - Middle Level	2	Sep-12-23	Sep-13-23	25
IN-1990	Install Ceiling Tile - Hallway - Middle Level	2	Sep-14-23	Sep-15-23	39
IN-2040	Paint Touch-Up - Hallway - Middle Level	2	Sep-18-23	Sep-19-23	39
Hopper Closet (#102)		20	Aug-18-23	Sep-15-23	30
IN-10350	F.R.T Plywood @ Walls - Middle Level	1	Aug-18-23	Aug-18-23	30
IN-10310	Install Light Fixtures / Fire Alarm Trim - Hopper Closet - Middle Level	2	Aug-21-23	Aug-22-23	30
IN-10320	Mechanical Trim - Hopper Closet - Middle Level	2	Aug-21-23	Aug-22-23	30
IN-10340	Install Fire Sprinkler Heads - Hopper Closet - Middle Level	2	Aug-21-23	Aug-22-23	30
IN-10300	Prep & Seal Concrete - Hopper Closet - Middle Level	3	Aug-23-23	Aug-25-23	30
IN-10330	Install Base - Hopper Closet - Middle Level	2	Aug-28-23	Aug-29-23	30
IN-10360	Paint Touch-Up - Hopper Closet - Middle Level	2	Aug-30-23	Aug-31-23	30
IN-10370	Install OFOI Equipment - Hopper Closet - Middle Level	10	Sep-01-23	Sep-15-23	30
Hitting Bay		28	Aug-31-23	Oct-10-23	13
IN-2070	Install Light Fixtures / Fire Alarm Trim - Hitting Bay - Middle Level	4	Aug-31-23	Sep-06-23	11
IN-2080	Install Heaters - Hitting Bay - Middle Level	3	Sep-01-23	Sep-06-23	4
IN-2060	Install Basket Fans - Hitting Bay - Middle Level	4	Sep-05-23	Sep-08-23	9
IN-9980	Remove Protection & Final Polish Concrete - Hitting Bay - Middle Lev	3	Sep-07-23	Sep-11-23	4
IN-2090	Paint Touch-Up - Hitting Bay - Middle Level	2	Sep-11-23	Sep-12-23	13
OFOI-1410	Hitting Bay Equipment (By Owner) - Hitting Bay - Middle Level	20	Sep-13-23	Oct-10-23	13
OFOI-1910	Install Safety Catch Net (By Owner) - Hitting Bay - Middle Level	10	Sep-13-23	Sep-26-23	23
IN-2050	Metal Clad Column Enclosure - Hitting Bay - Middle Level	5	Sep-14-23	Sep-20-23	2
Upper Level		88	Jun-22-23	Oct-25-23	13
Rough-ins		61	Jun-22-23	Sep-18-23	19
IN-6330	Rough-in Storm Drain / Waste & Vent - Upper Level	8	Jun-22-23	Jul-03-23	1
IN-6320	Rough-in Overhead Fire Sprinkler - Upper Level	8	Jun-22-23	Jul-03-23	0
IN-6340	Rough-in Overhead Mechanical - Upper Level	8	Jun-23-23	Jul-05-23	0
IN-6350	Rough-in Overhead Plumbing - Upper Level	8	Jun-26-23	Jul-06-23	0
IN-6360	Rough-in Overhead Electrical - Upper Level	8	Jun-27-23	Jul-07-23	0
IN-10090	Rough-in Overhead Fire Alarm - Upper Level	8	Jun-27-23	Jul-07-23	0
IN-7090	Drill & Epoxy Rebar Dowels - Bar - Upper Level	2	Jul-05-23	Jul-06-23	20
IN-7100	Form Curbs - Bar - Upper Level	1	Jul-07-23	Jul-07-23	20
IN-6370	Frame Walls & Ceilings - Upper Level	10	Jul-10-23	Jul-21-23	0
IN-7110	Pour Curbs - Bar - Upper Level	1	Jul-10-23	Jul-10-23	20
IN-6390	In Wall Electrical - Upper Level	7	Jul-24-23	Aug-01-23	0
IN-6380	In Wall Plumbing - Upper Level	7	Jul-24-23	Aug-01-23	0
IN-10100	In Wall Fire Alarm - Upper Level	7	Jul-24-23	Aug-01-23	0



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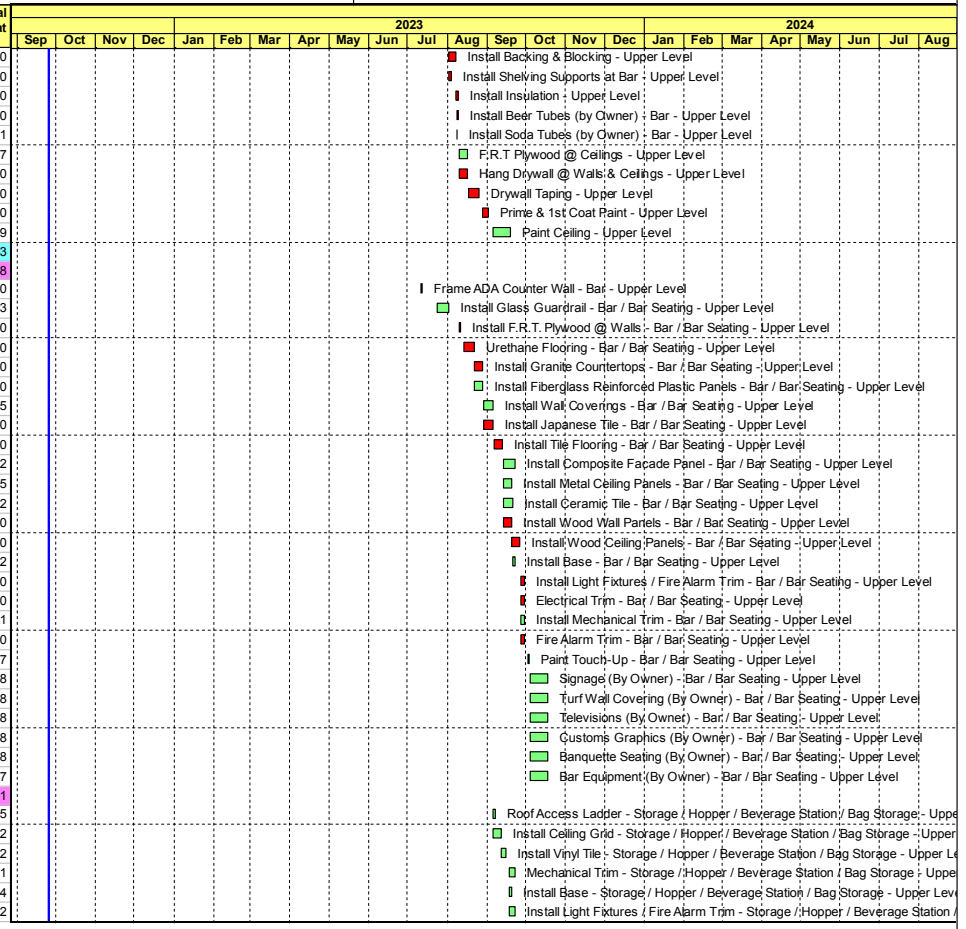
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
IN-6400	Install Backing & Blocking - Upper Level	4	Aug-02-23	Aug-07-23	0
IN-10200	Install Shelving Supports at Bar - Upper Level	2	Aug-02-23	Aug-03-23	0
IN-6410	Install Insulation - Upper Level	3	Aug-07-23	Aug-09-23	0
OFOI-11680	Install Beer Tubes (by Owner) - Bar - Upper Level	2	Aug-08-23	Aug-09-23	0
OFOI-11690	Install Soda Tubes (by Owner) - Bar - Upper Level	1	Aug-08-23	Aug-08-23	1
IN-2110	F.R.T Plywood @ Ceilings - Upper Level	5	Aug-10-23	Aug-16-23	7
IN-6420	Hang Drywall @ Walls & Ceilings - Upper Level	5	Aug-10-23	Aug-16-23	0
IN-6440	Drywall Taping - Upper Level	7	Aug-17-23	Aug-25-23	0
IN-6450	Prime & 1st Coat Paint - Upper Level	5	Aug-28-23	Sep-01-23	0
IN-6460	Paint Ceiling - Upper Level	10	Sep-05-23	Sep-18-23	19
Finishes		88	Jun-22-23	Oct-25-23	13
Bar / Bar Seating		70	Jul-11-23	Oct-17-23	8
IN-10180	Frame ADA Counter Wall - Bar - Upper Level	2	Jul-11-23	Jul-12-23	20
IN-5100	Install Glass Guardrail - Bar / Bar Seating - Upper Level	8	Jul-24-23	Aug-02-23	23
IN-10190	Install F.R.T. Plywood @ Walls - Bar / Bar Seating - Upper Level	2	Aug-10-23	Aug-11-23	0
IN-5230	Urethane Flooring - Bar / Bar Seating - Upper Level	6	Aug-14-23	Aug-21-23	0
IN-5210	Install Granite Countertops - Bar / Bar Seating - Upper Level	5	Aug-22-23	Aug-28-23	0
IN-5280	Install Fiberglass Reinforced Plastic Panels - Bar / Bar Seating - Upp	5	Aug-22-23	Aug-28-23	30
IN-5070	Install Wall Coverings - Bar / Bar Seating - Upper Level	5	Aug-29-23	Sep-05-23	15
IN-5170	Install Japanese Tile - Bar / Bar Seating - Upper Level	5	Aug-29-23	Sep-05-23	0
IN-5440	Install Tile Flooring - Bar / Bar Seating - Upper Level	5	Sep-06-23	Sep-12-23	0
IN-5080	Install Composite Facade Panel - Bar / Bar Seating - Upper Level	8	Sep-13-23	Sep-22-23	2
IN-5130	Install Metal Ceiling Panels - Bar / Bar Seating - Upper Level	5	Sep-13-23	Sep-19-23	5
IN-5200	Install Ceramic Tile - Bar / Bar Seating - Upper Level	6	Sep-13-23	Sep-20-23	12
IN-5340	Install Wood Wall Panels - Bar / Bar Seating - Upper Level	5	Sep-13-23	Sep-19-23	0
IN-5430	Install Wood Ceiling Panels - Bar / Bar Seating - Upper Level	5	Sep-20-23	Sep-26-23	0
IN-5090	Install Base - Bar / Bar Seating - Upper Level	2	Sep-21-23	Sep-22-23	12
IN-5190	Install Light Fixtures / Fire Alarm Trim - Bar / Bar Seating - Upper Lev	3	Sep-27-23	Sep-29-23	0
IN-5220	Electrical Trim - Bar / Bar Seating - Upper Level	3	Sep-27-23	Sep-29-23	0
IN-5450	Install Mechanical Trim - Bar / Bar Seating - Upper Level	3	Sep-27-23	Sep-29-23	1
IN-10110	Fire Alarm Trim - Bar / Bar Seating - Upper Level	3	Sep-27-23	Sep-29-23	0
IN-5460	Paint Touch-Up - Bar / Bar Seating - Upper Level	2	Oct-02-23	Oct-03-23	7
OFOI-5140	Signage (By Owner) - Bar / Bar Seating - Upper Level	10	Oct-04-23	Oct-17-23	8
OFOI-2160	Turf Wall Covering (By Owner) - Bar / Bar Seating - Upper Level	10	Oct-04-23	Oct-17-23	8
OFOI-2180	Televisions (By Owner) - Bar / Bar Seating - Upper Level	10	Oct-04-23	Oct-17-23	8
OFOI-2330	Customs Graphics (By Owner) - Bar / Bar Seating - Upper Level	10	Oct-04-23	Oct-17-23	8
OFOI-2420	Banquette Seating (By Owner) - Bar / Bar Seating - Upper Level	10	Oct-04-23	Oct-17-23	8
OFOI-1460	Bar Equipment (By Owner) - Bar / Bar Seating - Upper Level	10	Oct-04-23	Oct-17-23	7
Storage / Hopper / Beverage Station / Bag Storage		19	Sep-05-23	Sep-29-23	31
IN-2460	Roof Access Ladder - Storage / Hopper / Beverage Station / Bag Sto	3	Sep-05-23	Sep-07-23	45
IN-2470	Install Ceiling Grid - Storage / Hopper / Beverage Station / Bag Stora	5	Sep-05-23	Sep-11-23	2
IN-2520	Install Vinyl Tile - Storage / Hopper / Beverage Station / Bag Storage	4	Sep-12-23	Sep-15-23	2
IN-2490	Mechanical Trim - Storage / Hopper / Beverage Station / Bag Storage	5	Sep-18-23	Sep-22-23	31
IN-2530	Install Base - Storage / Hopper / Beverage Station / Bag Storage - Up	2	Sep-18-23	Sep-19-23	34
IN-2480	Install Light Fixtures / Fire Alarm Trim - Storage / Hopper / Beverage	5	Sep-18-23	Sep-22-23	2



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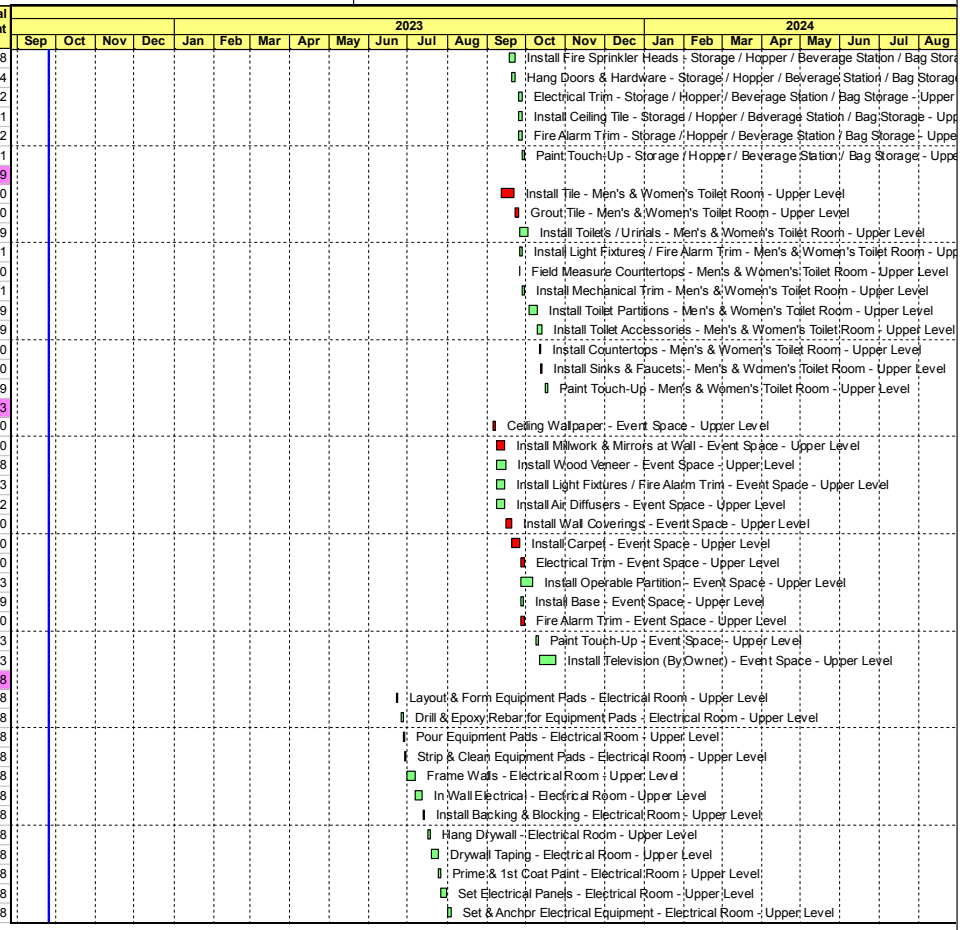
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
IN-2930	Install Fire Sprinkler Heads - Storage / Hopper / Beverage Station / B	5	Sep-18-23	Sep-22-23	18
IN-2540	Hang Doors & Hardware - Storage / Hopper / Beverage Station / Bag	3	Sep-20-23	Sep-22-23	34
IN-2510	Electrical Trim - Storage / Hopper / Beverage Station / Bag Storage -	3	Sep-25-23	Sep-27-23	2
IN-2500	Install Ceiling Tile - Storage / Hopper / Beverage Station / Bag Storag	3	Sep-25-23	Sep-27-23	31
IN-10120	Fire Alarm Trim - Storage / Hopper / Beverage Station / Bag Storage	3	Sep-25-23	Sep-27-23	2
IN-2550	Paint Touch-Up - Storage / Hopper / Beverage Station / Bag Storage	2	Sep-28-23	Sep-29-23	31
Men's & Women's Toilet Rm / All-Gender Restrooms		26	Sep-12-23	Oct-17-23	19
IN-2190	Install Tile - Men's & Women's Toilet Room - Upper Level	8	Sep-12-23	Sep-21-23	0
IN-2200	Grout Tile - Men's & Women's Toilet Room - Upper Level	2	Sep-22-23	Sep-25-23	0
IN-2220	Install Toilets / Urinals - Men's & Women's Toilet Room - Upper Level	5	Sep-26-23	Oct-02-23	9
IN-2210	Install Light Fixtures / Fire Alarm Trim - Men's & Women's Toilet Roor	2	Sep-26-23	Sep-27-23	1
IN-4180	Field Measure Countertops - Men's & Women's Toilet Room - Upper	1	Sep-26-23	Sep-26-23	0
IN-2230	Install Mechanical Trim - Men's & Women's Toilet Room - Upper Lev	2	Sep-28-23	Sep-29-23	1
IN-2240	Install Toilet Partitions - Men's & Women's Toilet Room - Upper Level	5	Oct-03-23	Oct-09-23	19
IN-2250	Install Toilet Accessories - Men's & Women's Toilet Room - Upper Le	4	Oct-10-23	Oct-13-23	19
IN-4190	Install Countertops - Men's & Women's Toilet Room - Upper Level	2	Oct-11-23	Oct-12-23	0
IN-4200	Install Sinks & Faucets - Men's & Women's Toilet Room - Upper Lev	2	Oct-12-23	Oct-13-23	0
IN-2260	Paint Touch-Up - Men's & Women's Toilet Room - Upper Level	2	Oct-16-23	Oct-17-23	19
Event Space		36	Sep-05-23	Oct-24-23	3
IN-2620	Ceiling Wallpaper - Event Space - Upper Level	3	Sep-05-23	Sep-07-23	0
IN-2580	Install Millwork & Mirrors at Wall - Event Space - Upper Level	5	Sep-08-23	Sep-14-23	0
IN-2610	Install Wood Veneer - Event Space - Upper Level	6	Sep-08-23	Sep-15-23	18
IN-2630	Install Light Fixtures / Fire Alarm Trim - Event Space - Upper Level	5	Sep-08-23	Sep-14-23	3
IN-2640	Install Air Diffusers - Event Space - Upper Level	5	Sep-08-23	Sep-14-23	12
IN-2570	Install Wall Coverings - Event Space - Upper Level	3	Sep-15-23	Sep-19-23	0
IN-2670	Install Carpet - Event Space - Upper Level	5	Sep-20-23	Sep-26-23	0
IN-2650	Electrical Trim - Event Space - Upper Level	3	Sep-27-23	Sep-29-23	0
IN-2680	Install Operable Partition - Event Space - Upper Level	8	Sep-27-23	Oct-06-23	3
IN-2590	Install Base - Event Space - Upper Level	2	Sep-27-23	Sep-28-23	9
IN-10130	Fire Alarm Trim - Event Space - Upper Level	3	Sep-27-23	Sep-29-23	0
IN-2660	Paint Touch-Up - Event Space - Upper Level	2	Oct-09-23	Oct-10-23	3
OFOI-116	Install Television (By Owner) - Event Space - Upper Level	10	Oct-11-23	Oct-24-23	3
Electrical Room		41	Jun-22-23	Aug-18-23	28
IN-2320	Layout & Form Equipment Pads - Electrical Room - Upper Level	2	Jun-22-23	Jun-23-23	28
IN-2330	Drill & Epoxy Rebar for Equipment Pads - Electrical Room - Upper Le	2	Jun-26-23	Jun-27-23	28
IN-2340	Pour Equipment Pads - Electrical Room - Upper Level	1	Jun-28-23	Jun-28-23	28
IN-2350	Strip & Clean Equipment Pads - Electrical Room - Upper Level	1	Jun-29-23	Jun-29-23	28
IN-4820	Frame Walls - Electrical Room - Upper Level	4	Jun-30-23	Jul-06-23	28
IN-4830	In Wall Electrical - Electrical Room - Upper Level	4	Jul-07-23	Jul-12-23	28
IN-4840	Install Backing & Blocking - Electrical Room - Upper Level	2	Jul-13-23	Jul-14-23	28
IN-4850	Hang Drywall - Electrical Room - Upper Level	2	Jul-17-23	Jul-18-23	28
IN-4860	Drywall Taping - Electrical Room - Upper Level	4	Jul-19-23	Jul-24-23	28
IN-4870	Prime & 1st Coat Paint - Electrical Room - Upper Level	2	Jul-25-23	Jul-26-23	28
IN-2360	Set Electrical Panels - Electrical Room - Upper Level	3	Jul-27-23	Jul-31-23	28
IN-2370	Set & Anchor Electrical Equipment - Electrical Room - Upper Level	3	Aug-01-23	Aug-03-23	28



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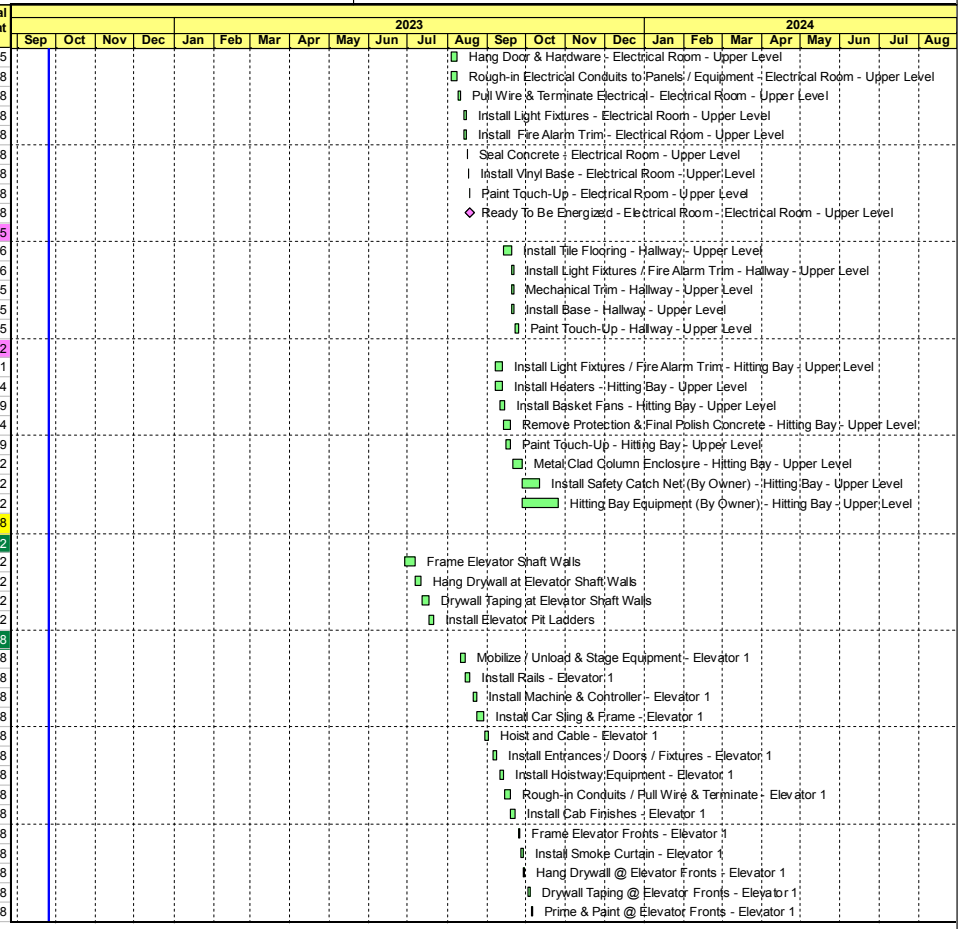
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
IN-2380	Hang Door & Hardware - Electrical Room - Upper Level	3	Aug-04-23	Aug-08-23	35
IN-2390	Rough-in Electrical Conduits to Panels / Equipment - Electrical Room	3	Aug-04-23	Aug-08-23	28
IN-2400	Pull Wire & Terminate Electrical - Electrical Room - Upper Level	3	Aug-09-23	Aug-11-23	28
IN-2410	Install Light Fixtures - Electrical Room - Upper Level	2	Aug-14-23	Aug-15-23	28
IN-10140	Install Fire Alarm Trim - Electrical Room - Upper Level	2	Aug-14-23	Aug-15-23	28
IN-2430	Seal Concrete - Electrical Room - Upper Level	1	Aug-16-23	Aug-16-23	28
IN-2440	Install Vinyl Base - Electrical Room - Upper Level	1	Aug-17-23	Aug-17-23	28
IN-2420	Paint Touch-Up - Electrical Room - Upper Level	1	Aug-18-23	Aug-18-23	28
IN-2450	Ready To Be Energized - Electrical Room - Electrical Room - Upper l	0		Aug-18-23	28
Hallway		9	Sep-13-23	Sep-25-23	35
IN-2270	Install Tile Flooring - Hallway - Upper Level	5	Sep-13-23	Sep-19-23	6
IN-2280	Install Light Fixtures / Fire Alarm Trim - Hallway - Upper Level	2	Sep-20-23	Sep-21-23	6
IN-2290	Mechanical Trim - Hallway - Upper Level	2	Sep-20-23	Sep-21-23	35
IN-2300	Install Base - Hallway - Upper Level	2	Sep-20-23	Sep-21-23	35
IN-2310	Paint Touch-Up - Hallway - Upper Level	2	Sep-22-23	Sep-25-23	35
Hitting Bay		35	Sep-07-23	Oct-25-23	2
IN-2140	Install Light Fixtures / Fire Alarm Trim - Hitting Bay - Upper Level	4	Sep-07-23	Sep-12-23	11
IN-2150	Install Heaters - Hitting Bay - Upper Level	4	Sep-07-23	Sep-12-23	4
IN-2130	Install Basket Fans - Hitting Bay - Upper Level	4	Sep-11-23	Sep-14-23	9
IN-9990	Remove Protection & Final Polish Concrete - Hitting Bay - Upper Lev	4	Sep-13-23	Sep-18-23	4
IN-2160	Paint Touch-Up - Hitting Bay - Upper Level	2	Sep-15-23	Sep-18-23	9
IN-2120	Metal Clad Column Enclosure - Hitting Bay - Upper Level	5	Sep-21-23	Sep-27-23	2
OFOI-111	Install Safety Catch Net (By Owner) - Hitting Bay - Upper Level	10	Sep-28-23	Oct-11-23	12
OFOI-1480	Hitting Bay Equipment (By Owner) - Hitting Bay - Upper Level	20	Sep-28-23	Oct-25-23	2
Elevator Buildout		75	Jun-29-23	Oct-13-23	8
Shaft		16	Jun-29-23	Jul-21-23	22
EL-3210	Frame Elevator Shaft Walls	5	Jun-29-23	Jul-06-23	22
EL-3200	Hang Drywall at Elevator Shaft Walls	3	Jul-07-23	Jul-11-23	22
EL-3220	Drywall Taping at Elevator Shaft Walls	4	Jul-12-23	Jul-17-23	22
EL-3230	Install Elevator Pit Ladders	4	Jul-18-23	Jul-21-23	22
Elevator #1 (Crew #1)		45	Aug-11-23	Oct-13-23	8
EL-1890	Mobilize / Unload & Stage Equipment - Elevator 1	2	Aug-11-23	Aug-14-23	8
EL-2150	Install Rails - Elevator 1	4	Aug-15-23	Aug-18-23	8
EL-2470	Install Machine & Controller - Elevator 1	3	Aug-21-23	Aug-23-23	8
EL-2480	Install Car Sling & Frame - Elevator 1	4	Aug-24-23	Aug-29-23	8
EL-2490	Hoist and Cable - Elevator 1	3	Aug-30-23	Sep-01-23	8
EL-2500	Install Entrances / Doors / Fixtures - Elevator 1	4	Sep-05-23	Sep-08-23	8
EL-2510	Install Hoistway Equipment - Elevator 1	3	Sep-11-23	Sep-13-23	8
EL-2520	Rough-in Conduits / Pull Wire & Terminate - Elevator 1	3	Sep-14-23	Sep-18-23	8
EL-2530	Install Cab Finishes - Elevator 1	4	Sep-19-23	Sep-22-23	8
EL-3240	Frame Elevator Fronts - Elevator 1	2	Sep-25-23	Sep-26-23	8
EL-3270	Install Smoke Curtain - Elevator 1	2	Sep-27-23	Sep-28-23	8
EL-3250	Hang Drywall @ Elevator Fronts - Elevator 1	1	Sep-29-23	Sep-29-23	8
EL-3260	Drywall Taping @ Elevator Fronts - Elevator 1	3	Oct-02-23	Oct-04-23	8
EL-7030	Prime & Paint @ Elevator Fronts - Elevator 1	2	Oct-05-23	Oct-06-23	8



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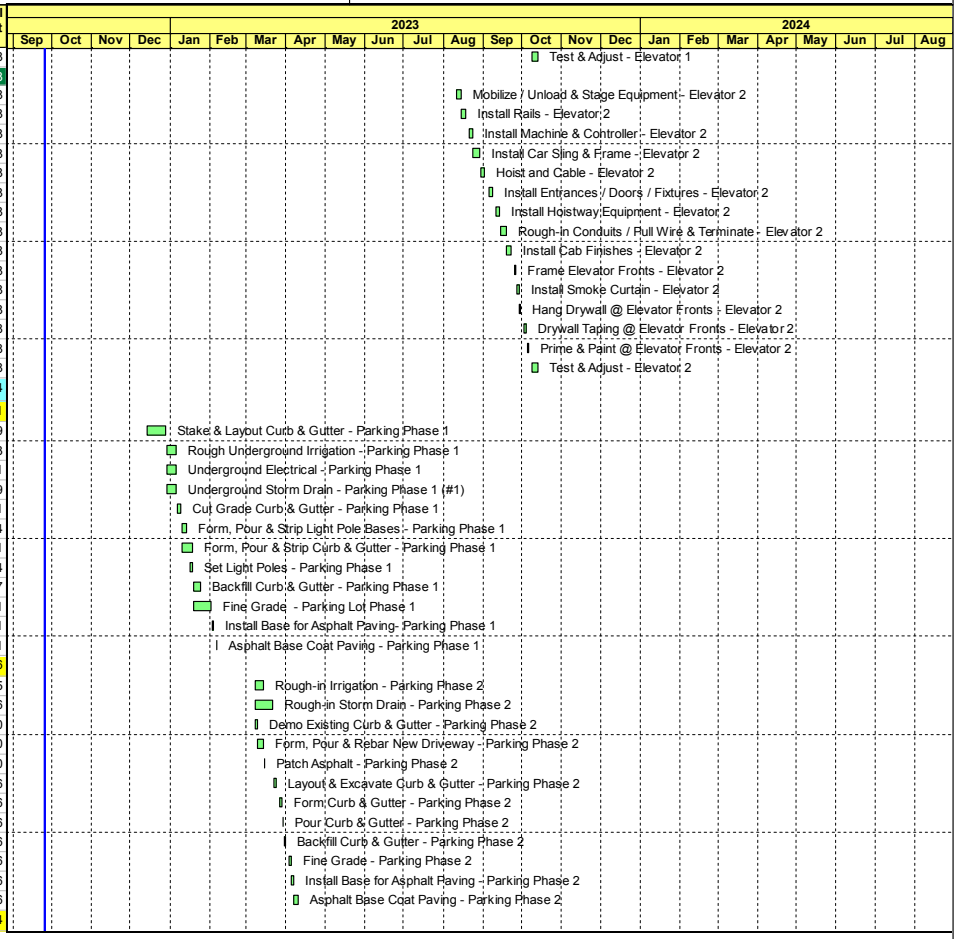
EL-2540	Test & Adjust - Elevator 1	5	Oct-09-23	Oct-13-23	8
Elevator #2 (Crew #2)		45	Aug-11-23	Oct-13-23	8
EL-1990	Mobilize / Unload & Stage Equipment - Elevator 2	2	Aug-11-23	Aug-14-23	8
EL-2000	Install Rails - Elevator 2	4	Aug-15-23	Aug-18-23	8
EL-2010	Install Machine & Controller - Elevator 2	3	Aug-21-23	Aug-23-23	8
EL-2020	Install Car Sling & Frame - Elevator 2	4	Aug-24-23	Aug-29-23	8
EL-2030	Hoist and Cable - Elevator 2	3	Aug-30-23	Sep-01-23	8
EL-2040	Install Entrances / Doors / Fixtures - Elevator 2	4	Sep-05-23	Sep-08-23	8
EL-2050	Install Hoistway Equipment - Elevator 2	3	Sep-11-23	Sep-13-23	8
EL-2060	Rough-in Conduits / Pull Wire & Terminate - Elevator 2	3	Sep-14-23	Sep-18-23	8
EL-2070	Install Cab Finishes - Elevator 2	4	Sep-19-23	Sep-22-23	8
EL-7040	Frame Elevator Fronts - Elevator 2	2	Sep-25-23	Sep-26-23	8
EL-7080	Install Smoke Curtain - Elevator 2	2	Sep-27-23	Sep-28-23	8
EL-7050	Hang Drywall @ Elevator Fronts - Elevator 2	1	Sep-29-23	Sep-29-23	8
EL-7060	Drywall Taping @ Elevator Fronts - Elevator 2	3	Oct-02-23	Oct-04-23	8
EL-7070	Prime & Paint @ Elevator Fronts - Elevator 2	2	Oct-05-23	Oct-06-23	8
EL-2080	Test & Adjust - Elevator 2	5	Oct-09-23	Oct-13-23	8
Parking Area		210	Dec-14-22	Oct-10-23	24
Phase 1		37	Dec-14-22	Feb-06-23	181
PA-2200	Stake & Layout Curb & Gutter - Parking Phase 1	10	Dec-14-22	Dec-28-22	49
PA-2170	Rough Underground Irrigation - Parking Phase 1	5	Dec-29-22	Jan-05-23	203
PA-2120	Underground Electrical - Parking Phase 1	5	Dec-29-22	Jan-05-23	181
PA-2130	Underground Storm Drain - Parking Phase 1 (#1)	5	Dec-29-22	Jan-05-23	49
PA-2180	Cut Grade Curb & Gutter - Parking Phase 1	2	Jan-06-23	Jan-09-23	181
PA-2090	Form, Pour & Strip Light Pole Bases - Parking Phase 1	4	Jan-10-23	Jan-13-23	194
PA-3410	Form, Pour & Strip Curb & Gutter - Parking Phase 1	7	Jan-10-23	Jan-18-23	181
PA-2160	Set Light Poles - Parking Phase 1	3	Jan-16-23	Jan-18-23	194
PA-2190	Backfill Curb & Gutter - Parking Phase 1	4	Jan-19-23	Jan-24-23	187
SG-1519	Fine Grade - Parking Lot Phase 1	10	Jan-19-23	Feb-01-23	181
PA-3310	Install Base for Asphalt Paving- Parking Phase 1	2	Feb-02-23	Feb-03-23	181
PA-2150	Asphalt Base Coat Paving - Parking Phase 1	1	Feb-06-23	Feb-06-23	181
Phase 2		24	Mar-08-23	Apr-10-23	136
PA-3610	Rough-in Irrigation - Parking Phase 2	5	Mar-08-23	Mar-14-23	155
PA-3660	Rough-in Storm Drain - Parking Phase 2	10	Mar-08-23	Mar-21-23	16
PA-3920	Demo Existing Curb & Gutter - Parking Phase 2	2	Mar-08-23	Mar-09-23	120
PA-3930	Form, Pour & Rebar New Driveway - Parking Phase 2	3	Mar-10-23	Mar-14-23	120
PA-3940	Patch Asphalt - Parking Phase 2	1	Mar-15-23	Mar-15-23	120
PA-3450	Layout & Excavate Curb & Gutter - Parking Phase 2	3	Mar-22-23	Mar-24-23	116
PA-3460	Form Curb & Gutter - Parking Phase 2	2	Mar-27-23	Mar-28-23	116
PA-3480	Pour Curb & Gutter - Parking Phase 2	1	Mar-29-23	Mar-29-23	116
PA-3490	Backfill Curb & Gutter - Parking Phase 2	2	Mar-30-23	Mar-31-23	116
PA-3440	Fine Grade - Parking Phase 2	2	Apr-03-23	Apr-04-23	116
PA-3530	Install Base for Asphalt Paving - Parking Phase 2	2	Apr-05-23	Apr-06-23	116
PA-3540	Asphalt Base Coat Paving - Parking Phase 2	2	Apr-07-23	Apr-10-23	116
Phase 3		142	Mar-22-23	Oct-10-23	24



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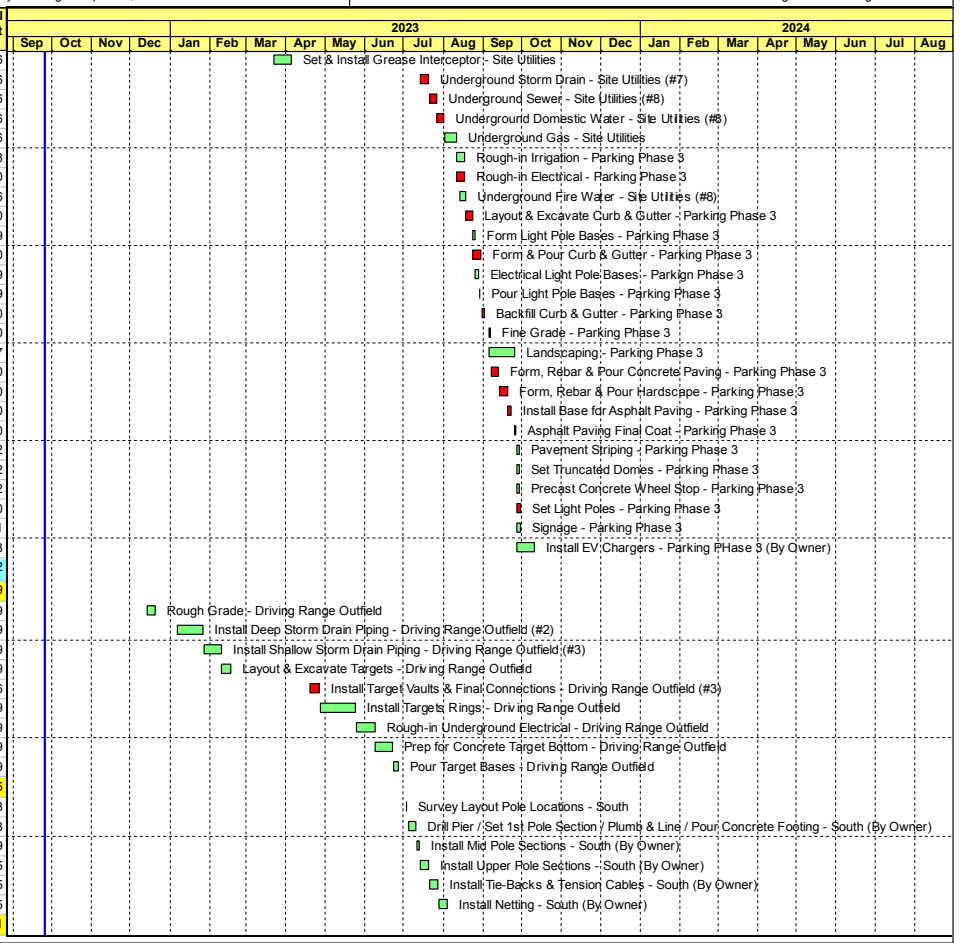
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
UT-2320	Set & Install Grease Interceptor - Site Utilities	10	Mar-22-23	Apr-04-23	16
UT-2260	Underground Storm Drain - Site Utilities (#7)	5	Jul-14-23	Jul-20-23	6
UT-2270	Underground Sewer - Site Utilities (#8)	4	Jul-21-23	Jul-26-23	6
UT-2240	Underground Domestic Water - Site Utilities (#8)	4	Jul-27-23	Aug-01-23	6
UT-2310	Underground Gas - Site Utilities	8	Aug-02-23	Aug-11-23	6
PA-3870	Rough-in Irrigation - Parking Phase 3	5	Aug-11-23	Aug-17-23	28
PA-3690	Rough-in Electrical - Parking Phase 3	5	Aug-11-23	Aug-17-23	0
UT-2250	Underground Fire Water - Site Utilities (#8)	5	Aug-14-23	Aug-18-23	6
PA-3710	Layout & Excavate Curb & Gutter - Parking Phase 3	4	Aug-18-23	Aug-23-23	0
PA-3770	Form Light Pole Bases - Parking Phase 3	2	Aug-24-23	Aug-25-23	9
PA-3720	Form & Pour Curb & Gutter - Parking Phase 3	5	Aug-24-23	Aug-30-23	0
PA-3960	Electrical Light Pole Bases - Parkign Phase 3	2	Aug-25-23	Aug-28-23	9
PA-3780	Pour Light Pole Bases - Parking Phase 3	1	Aug-29-23	Aug-29-23	9
PA-3750	Backfill Curb & Gutter - Parking Phase 3	2	Aug-31-23	Sep-01-23	0
PA-3700	Fine Grade - Parking Phase 3	2	Sep-05-23	Sep-06-23	0
PA-3910	Landscaping - Parking Phase 3	15	Sep-05-23	Sep-25-23	17
PA-3950	Form, Rebar & Pour Concrete Paving - Parking Phase 3	4	Sep-07-23	Sep-12-23	0
PA-3810	Form, Rebar & Pour Hardscape - Parking Phase 3	5	Sep-13-23	Sep-19-23	0
PA-3790	Install Base for Asphalt Paving - Parking Phase 3	3	Sep-20-23	Sep-22-23	0
PA-3800	Asphalt Paving Final Coat - Parking Phase 3	2	Sep-25-23	Sep-26-23	0
PA-3900	Pavement Striping - Parking Phase 3	2	Sep-27-23	Sep-28-23	32
PA-3860	Set Truncated Domes - Parking Phase 3	2	Sep-27-23	Sep-28-23	32
PA-3890	Precast Concrete Wheel Stop - Parking Phase 3	2	Sep-27-23	Sep-28-23	32
PA-3850	Set Light Poles - Parking Phase 3	3	Sep-27-23	Sep-29-23	0
PA-3880	Signage - Parking Phase 3	3	Sep-27-23	Sep-29-23	31
PA-3970	Install EV Chargers - Parking PHase 3 (By Owner)	10	Sep-27-23	Oct-10-23	13
Driving Range Outfield		232	Dec-14-22	Nov-09-23	32
Grading / Rough-ins / Target Bases		136	Dec-14-22	Jun-26-23	39
DR-1930	Rough Grade - Driving Range Outfield	5	Dec-14-22	Dec-20-22	59
DR-1937	Install Deep Storm Drain Piping - Driving Range Outfield (#2)	15	Jan-06-23	Jan-26-23	49
DR-7110	Install Shallow Storm Drain Piping - Driving Range Outfield (#3)	10	Jan-27-23	Feb-09-23	49
DR-1934	Layout & Excavate Targets - Driving Range Outfield	5	Feb-10-23	Feb-16-23	49
DR-1947	Install Target Vaults & Final Connections - Driving Range Outfield (#3	6	Apr-19-23	Apr-26-23	6
DR-1009	Install Targets Rings - Driving Range Outfield	20	Apr-27-23	May-24-23	39
DR-1950	Rough-in Underground Electrical - Driving Range Outfield	10	May-25-23	Jun-08-23	39
DR-1224	Prep for Concrete Target Bottom - Driving Range Outfield	10	Jun-09-23	Jun-22-23	39
DR-1240	Pour Target Bases - Driving Range Outfield	2	Jun-23-23	Jun-26-23	39
South Side - Pole 25 to 15 (11)		23	Jul-03-23	Aug-03-23	25
DR-1647	Survey Layout Pole Locations - South	1	Jul-03-23	Jul-03-23	8
DR-1648	Drill Pier / Set 1st Pole Section / Plumb & Line / Pour Concrete Footin	4	Jul-05-23	Jul-10-23	8
DR-1649	Install Mid Pole Sections - South (By Owner)	3	Jul-11-23	Jul-13-23	9
DR-1960	Install Upper Pole Sections - South (By Owner)	5	Jul-14-23	Jul-20-23	25
DR-1650	Install Tie-Backs & Tension Cables - South (By Owner)	5	Jul-21-23	Jul-27-23	25
DR-1651	Install Netting - South (By Owner)	5	Jul-28-23	Aug-03-23	25
North Side 1 to 11 (11)		26	Jul-05-23	Aug-09-23	21



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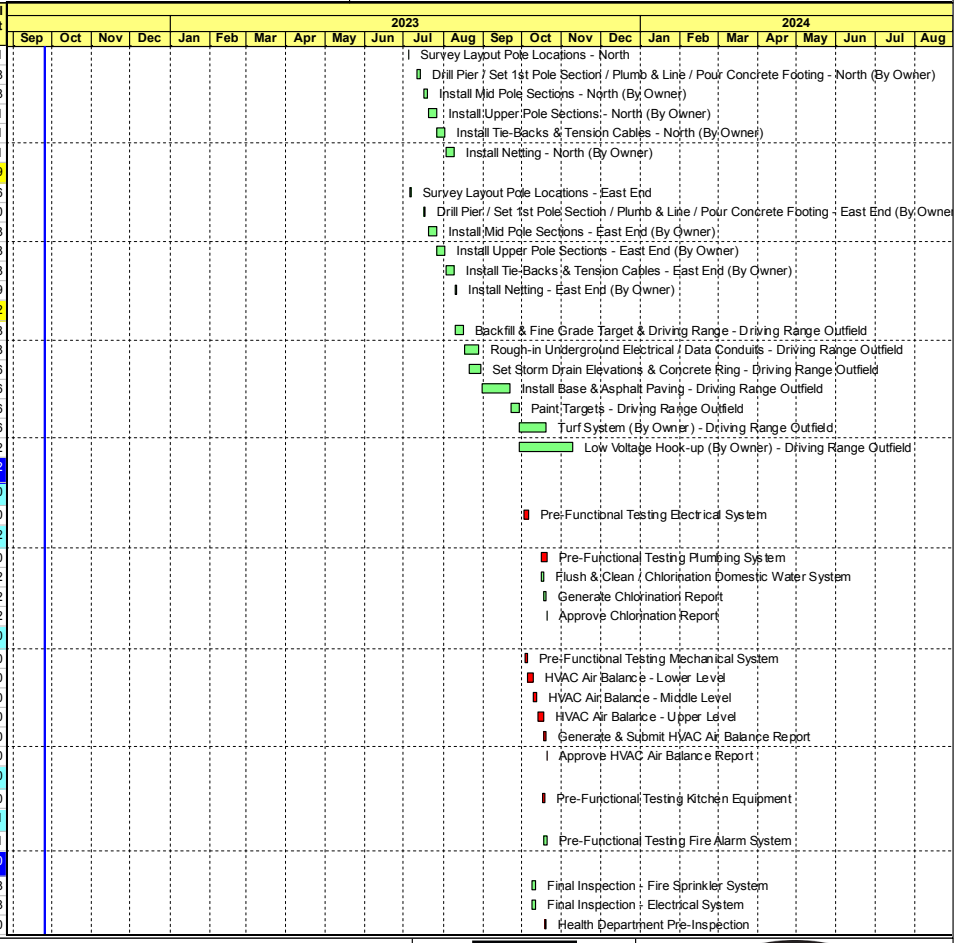
DR-1652	Survey Layout Pole Locations - North	1	Jul-05-23	Jul-05-23	11
DR-1653	Drill Pier / Set 1st Pole Section / Plumb & Line / Pour Concrete Footin	4	Jul-11-23	Jul-14-23	8
DR-1654	Install Mid Pole Sections - North (By Owner)	3	Jul-17-23	Jul-19-23	8
DR-1970	Install Upper Pole Sections - North (By Owner)	5	Jul-20-23	Jul-26-23	21
DR-1655	Install Tie-Backs & Tension Cables - North (By Owner)	5	Jul-27-23	Aug-02-23	21
DR-1656	Install Netting - North (By Owner)	5	Aug-03-23	Aug-09-23	21
East End - Poles 14 to 12 (3)		27	Jul-06-23	Aug-11-23	19
DR-1657	Survey Layout Pole Locations - East End	1	Jul-06-23	Jul-06-23	16
DR-1658	Drill Pier / Set 1st Pole Section / Plumb & Line / Pour Concrete Footin	1	Jul-17-23	Jul-17-23	10
DR-1659	Install Mid Pole Sections - East End (By Owner)	5	Jul-20-23	Jul-26-23	8
DR-1980	Install Upper Pole Sections - East End (By Owner)	5	Jul-27-23	Aug-02-23	8
DR-1660	Install Tie-Backs & Tension Cables - East End (By Owner)	5	Aug-03-23	Aug-09-23	8
DR-1661	Install Netting - East End (By Owner)	2	Aug-10-23	Aug-11-23	19
Targets / Turf		65	Aug-10-23	Nov-09-23	32
DR-1226	Backfill & Fine Grade Target & Driving Range - Driving Range Outfiel	5	Aug-10-23	Aug-16-23	8
DR-1990	Rough-in Underground Electrical / Data Conduits - Driving Range Ou	8	Aug-17-23	Aug-28-23	8
DR-2000	Set Storm Drain Elevations & Concrete Ring - Driving Range Outfield	8	Aug-21-23	Aug-30-23	6
DR-1940	Install Base & Asphalt Paving - Driving Range Outfield	15	Aug-31-23	Sep-21-23	6
DR-7090	Paint Targets - Driving Range Outfield	5	Sep-22-23	Sep-28-23	6
DR-1942	Turf System (By Owner) - Driving Range Outfield	15	Sep-29-23	Oct-19-23	6
DR-1280	Low Voltage Hook-up (By Owner) - Driving Range Outfield	30	Sep-29-23	Nov-09-23	32
MEP Start-up & Testing		15	Oct-02-23	Oct-20-23	2
Electrical		5	Oct-02-23	Oct-06-23	0
MEP-2270	Pre-Functional Testing Electrical System	5	Oct-02-23	Oct-06-23	0
Plumbing		5	Oct-16-23	Oct-20-23	2
MEP-2290	Pre-Functional Testing Plumbing System	5	Oct-16-23	Oct-20-23	0
MEP-2680	Flush & Clean / Chlorination Domestic Water System	2	Oct-16-23	Oct-17-23	2
MEP-2690	Generate Chlorination Report	2	Oct-18-23	Oct-19-23	2
MEP-2700	Approve Chlorination Report	1	Oct-20-23	Oct-20-23	2
Mechanical		14	Oct-03-23	Oct-20-23	0
MEP-2300	Pre-Functional Testing Mechanical System	3	Oct-03-23	Oct-05-23	0
MEP-2380	HVAC Air Balance - Lower Level	3	Oct-05-23	Oct-09-23	0
MEP-2390	HVAC Air Balance - Middle Level	3	Oct-10-23	Oct-12-23	0
MEP-2400	HVAC Air Balance - Upper Level	3	Oct-13-23	Oct-17-23	0
MEP-6190	Generate & Submit HVAC Air Balance Report	2	Oct-18-23	Oct-19-23	0
MEP-6200	Approve HVAC Air Balance Report	1	Oct-20-23	Oct-20-23	0
Kitchen		2	Oct-17-23	Oct-18-23	0
MEP-2670	Pre-Functional Testing Kitchen Equipment	2	Oct-17-23	Oct-18-23	0
Fire Alarm		3	Oct-18-23	Oct-20-23	1
MEP-2310	Pre-Functional Testing Fire Alarm System	3	Oct-18-23	Oct-20-23	1
Inspections		16	Oct-09-23	Oct-30-23	0
A12450	Final Inspection - Fire Sprinkler System	3	Oct-09-23	Oct-11-23	8
A12520	Final Inspection - Electrical System	3	Oct-09-23	Oct-11-23	8
A12630	Health Department Pre-Inspection	1	Oct-19-23	Oct-19-23	0



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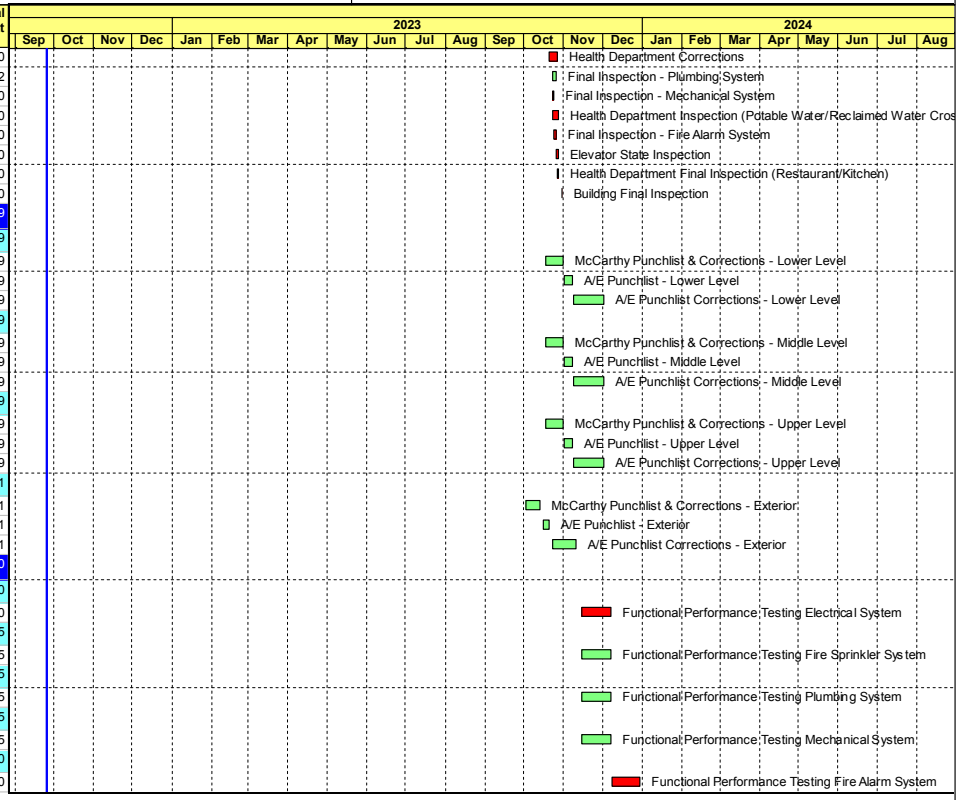
Activity ID	Activity Name	Orig Dur	Start	Finish	Total Float
A12650	Health Department Corrections	5	Oct-20-23	Oct-26-23	0
A12460	Final Inspection - Plumbing System	3	Oct-23-23	Oct-25-23	2
A12470	Final Inspection - Mechanical System	2	Oct-23-23	Oct-24-23	0
A14940	Health Department Inspection (Potable Water/Reclaimed Water Cros	5	Oct-23-23	Oct-27-23	0
A12480	Final Inspection - Fire Alarm System	2	Oct-24-23	Oct-25-23	0
A12490	Elevator State Inspection	2	Oct-26-23	Oct-27-23	0
A12510	Health Department Final Inspection (Restaurant/Kitchen)	1	Oct-27-23	Oct-27-23	0
A12500	Building Final Inspection	1	Oct-30-23	Oct-30-23	0
Punchlist & Corrections		42	Oct-02-23	Dec-01-23	19
Lower Level		30	Oct-18-23	Dec-01-23	19
PL-2530	McCarthy Punchlist & Corrections - Lower Level	10	Oct-18-23	Oct-31-23	19
PL-2540	A/E Punchlist - Lower Level	5	Nov-01-23	Nov-07-23	19
PL-2550	A/E Punchlist Corrections - Lower Level	15	Nov-08-23	Dec-01-23	19
Middle Level		30	Oct-18-23	Dec-01-23	19
PL-2560	McCarthy Punchlist & Corrections - Middle Level	10	Oct-18-23	Oct-31-23	19
PL-2570	A/E Punchlist - Middle Level	5	Nov-01-23	Nov-07-23	19
PL-2580	A/E Punchlist Corrections - Middle Level	15	Nov-08-23	Dec-01-23	19
Upper Level		30	Oct-18-23	Dec-01-23	19
PL-2590	McCarthy Punchlist & Corrections - Upper Level	10	Oct-18-23	Oct-31-23	19
PL-2600	A/E Punchlist - Upper Level	5	Nov-01-23	Nov-07-23	19
PL-2610	A/E Punchlist Corrections - Upper Level	15	Nov-08-23	Dec-01-23	19
Exterior		30	Oct-02-23	Nov-10-23	31
PL-3170	McCarthy Punchlist & Corrections - Exterior	10	Oct-02-23	Oct-13-23	31
PL-3180	A/E Punchlist - Exterior	5	Oct-16-23	Oct-20-23	31
PL-3190	A/E Punchlist Corrections - Exterior	15	Oct-23-23	Nov-10-23	31
Commissioning		30	Nov-15-23	Dec-29-23	0
Electrical System		15	Nov-15-23	Dec-07-23	0
COM-2320	Functional Performance Testing Electrical System	15	Nov-15-23	Dec-07-23	0
Fire Sprinkler System		15	Nov-15-23	Dec-07-23	15
COM-2330	Functional Performance Testing Fire Sprinkler System	15	Nov-15-23	Dec-07-23	15
Plumbing System		15	Nov-15-23	Dec-07-23	15
COM-2340	Functional Performance Testing Plumbing System	15	Nov-15-23	Dec-07-23	15
Mechanical System		15	Nov-15-23	Dec-07-23	15
COM-2350	Functional Performance Testing Mechanical System	15	Nov-15-23	Dec-07-23	15
Fire Alarm System		15	Dec-08-23	Dec-29-23	0
COM-2360	Functional Performance Testing Fire Alarm System	15	Dec-08-23	Dec-29-23	0



Run Date - Oct-28-22
Start Date - Sep-19-22
Finish Date - Dec-29-23
Data Date - Sep-26-22

Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Milestone

Topgolf Montebello

All Activities

8

DOCUMENT LISTING

DRAWING NO.	DRAWING TITLE	DRAWING SET	DRAWING DATE
T1.1	TITLE SHEET	PERMIT COMMENTS II	9/6/2022
AB1.1	ABBREVIATION AND SYMBOLS SHEET	ISSUE PERMIT / GMAX	6/6/2022
CAG1.1	CALGREEN CHECKLIST	PERMIT COMMENTS II	9/6/2022
CAG2.1	CALGREN MANDATORY MEASURES	PERMIT COMMENTS II	9/6/2022
CAG2.2	CALGREN MANDATORY MEASURES	PERMIT COMMENTS II	9/6/2022
CAG2.3	CALGREN MANDATORY MEASURES	PERMIT COMMENTS II	9/6/2022
CAG3.1	CALGREN MANDATORY MEASURES	PERMIT COMMENTS II	9/6/2022
CAG3.2	CALGREN MANDATORY MEASURES	PERMIT COMMENTS II	9/6/2022
CX3.1	COMMISSIONING CERTIFICATE	PERMIT COMMENTS II	9/6/2022
CX3.2	COMMISSIONING CERTIFICATE	PERMIT COMMENTS II	9/6/2022
EO1.1	ENERGY MODEL OUTPUT REPORT 1	PERMIT COMMENTS II	9/6/2022
EO1.2	ENERGY MODEL OUTPUT REPORT 2	PERMIT COMMENTS II	9/6/2022
EO1.3	ENERGY MODEL OUTPUT REPORT 3	PERMIT COMMENTS II	9/6/2022
EM1.0	ADA SIGNAGE DETAILS	ISSUE PERMIT / GMAX	6/6/2022
EM1.1	OCCUPANCY PLANS	ISSUE PERMIT / GMAX	6/6/2022
EM1.1a	OCCUPANCY PLANS	ISSUE PERMIT / GMAX	6/6/2022
EM1.2	EGRESS PLANS	PERMIT COMMENTS II	9/6/2022
EM1.2a	FIREPROOFING PLANS	PERMIT COMMENTS II	9/6/2022
EM1.3	FIRE STOPPING DETAILS	ISSUE PERMIT / GMAX	6/6/2022
EM1.4	FIRE STOPPING DETAILS	ISSUE PERMIT / GMAX	6/6/2022
EM1.5	FIRE STOPPING DETAILS	ISSUE PERMIT / GMAX	6/6/2022
EM1.6	FIRE STOPPING DETAILS	ISSUE PERMIT / GMAX	6/6/2022
EM1.7	FIRE STOPPING DETAILS	ISSUE PERMIT / GMAX	6/6/2022
EM1.8	ACCESSIBLE SEATING PLANS	PERMIT COMMENTS II	9/6/2022
EM1.9	FIRE STOPPING DETAILS	ISSUE PERMIT / GMAX	6/6/2022
EM1.10	FIRE STOPPING DETAILS	ISSUE PERMIT / GMAX	6/6/2022
EM1.11	FIRE STOPPING DETAILS	ISSUE PERMIT / GMAX	6/6/2022
EM1.12	FIRE STOPPING DETAILS	ISSUE PERMIT / GMAX	6/6/2022
EM1.13	FIRE STOPPING DETAILS	ISSUE PERMIT / GMAX	6/6/2022
SP1.1	SITE PLAN	ISSUE PERMIT / GMAX	6/6/2022
SP1.2	ENLARGED PATIO PLANS	ISSUE PERMIT / GMAX	6/6/2022
RS1.1	RESPONSIBILITY SCHEDULE SHEET	PERMIT COMMENTS II	9/6/2022
RS1.2	RESPONSIBILITY SCHEDULE SHEET	PERMIT COMMENTS II	9/6/2022
A1.0	CURB AND SLAB PLANS	ISSUE PERMIT / GMAX	6/6/2022
A1.1a	GROUND LEVEL PARTIAL FLOOR PLAN	ISSUE PERMIT / GMAX	6/6/2022
A1.1b	GROUND LEVEL PARTIAL FLOOR PLAN	ISSUE PERMIT / GMAX	6/6/2022
A1.1c	GROUND LEVEL PARTIAL FLOOR PLAN	ISSUE PERMIT / GMAX	6/6/2022
A1.1d	GROUND LEVEL PARTIAL FLOOR PLAN	ISSUE PERMIT / GMAX	6/6/2022
A1.2a	MIDDLE LEVEL FLOOR PLAN	ISSUE PERMIT / GMAX	6/6/2022
A1.2b	MIDDLE LEVEL FLOOR PLAN	ISSUE PERMIT / GMAX	6/6/2022
A1.2c	MIDDLE LEVEL FLOOR PLAN	ISSUE PERMIT / GMAX	6/6/2022
A1.2d	MIDDLE LEVEL FLOOR PLAN	ISSUE PERMIT / GMAX	6/6/2022
A1.3a	UPPER LEVEL FLOOR PLAN	ISSUE PERMIT / GMAX	6/6/2022
A1.3b	UPPER LEVEL FLOOR PLAN	ISSUE PERMIT / GMAX	6/6/2022
A1.3c	UPPER LEVEL FLOOR PLAN	ISSUE PERMIT / GMAX	6/6/2022
A1.3d	UPPER LEVEL FLOOR PLAN	ISSUE PERMIT / GMAX	6/6/2022

DRAWING NO.	DRAWING TITLE	DRAWING SET	DRAWING DATE
A2.1a	GROUND LEVEL PARTIAL RCP	ISSUE PERMIT / GMAX	6/6/2022
A2.1b	GROUND LEVEL PARTIAL RCP	ISSUE PERMIT / GMAX	6/6/2022
A2.1c	GROUND LEVEL PARTIAL LIGHTING DIMENSION PLAN	ISSUE PERMIT / GMAX	6/6/2022
A2.1d	GROUND LEVEL PARTIAL LIGHTING DIMENSION PLAN	ISSUE PERMIT / GMAX	6/6/2022
A2.2a	MIDDLE LEVEL PARTIAL RCP	PERMIT COMMENTS II	9/6/2022
A2.2b	MIDDLE LEVEL PARTIAL RCP	PERMIT COMMENTS II	9/6/2022
A2.2c	MIDDLE LEVEL PARTIAL LIGHTING DIMENSION PLAN	PERMIT COMMENTS II	9/6/2022
A2.2d	MIDDLE LEVEL PARTIAL LIGHTING DIMENSION PLAN	PERMIT COMMENTS II	9/6/2022
A2.3a	UPPER LEVEL PARTIAL RCP	PERMIT COMMENTS II	9/6/2022
A2.3b	UPPER LEVEL PARTIAL RCP	PERMIT COMMENTS II	9/6/2022
A2.3c	UPPER LEVEL PARTIAL LIGHTING DIMENSION PLAN	PERMIT COMMENTS II	9/6/2022
A2.3d	UPPER LEVEL PARTIAL LIGHTING DIMENSION PLAN	PERMIT COMMENTS II	9/6/2022
A2.4	LIGHT FXTURE SCHEDULE	ISSUE PERMIT / GMAX	6/6/2022
A3.1a	PARTIAL ROOF PLAN	ISSUE PERMIT / GMAX	6/6/2022
A3.1b	PARTIAL ROOF PLAN	ISSUE PERMIT / GMAX	6/6/2022
A3.2	ROOF DETAILS	ISSUE PERMIT / GMAX	6/6/2022
A3.3	ROOF DETAILS	ISSUE PERMIT / GMAX	6/6/2022
A3.4	ROOF DETAILS	ISSUE PERMIT / GMAX	6/6/2022
A4.1	EXTERIOR ELEVATIONS	ISSUE PERMIT / GMAX	6/6/2022
A4.2	EXTERIOR ELEVATIONS	ISSUE PERMIT / GMAX	6/6/2022
A4.3	EXTERIOR ELEVATIONS	ISSUE PERMIT / GMAX	6/6/2022
A5.1	BUILDING SECTIONS	ISSUE PERMIT / GMAX	6/6/2022
A5.2	BUILDING SECTIONS	ISSUE PERMIT / GMAX	6/6/2022
A6.1	WALL SECTIONS	ISSUE PERMIT / GMAX	6/6/2022
A6.2	WALL SECTIONS	ISSUE PERMIT / GMAX	6/6/2022
A6.3	WALL SECTIONS	ISSUE PERMIT / GMAX	6/6/2022
A6.4	WALL SECTIONS	ISSUE PERMIT / GMAX	6/6/2022
A6.5	WALL SECTIONS	ISSUE PERMIT / GMAX	6/6/2022
A6.6	WALL SECTIONS	ISSUE PERMIT / GMAX	6/6/2022
A7.1	EXTERIOR DETAILS	ISSUE PERMIT / GMAX	6/6/2022
A7.2	EXTERIOR DETAILS	ISSUE PERMIT / GMAX	6/6/2022
A7.3	EXTERIOR DETAILS	ISSUE PERMIT / GMAX	6/6/2022
A7.4	EXTERIOR DETAILS	ISSUE PERMIT / GMAX	6/6/2022
A7.5	EXTERIOR DETAILS	ISSUE PERMIT / GMAX	6/6/2022
A7.6	EXTERIOR DETAILS	ISSUE PERMIT / GMAX	6/6/2022
A7.7	EXTERIOR DETAILS	ISSUE PERMIT / GMAX	6/6/2022
A8.1	ENLARGED TOILET ROOM PLANS	ISSUE PERMIT / GMAX	6/6/2022
A8.2	TOILET ROOM ELEVATIONS	ISSUE PERMIT / GMAX	6/6/2022
A8.3	ENLARGED STAIR PLANS	ISSUE PERMIT / GMAX	6/6/2022
A8.4	STAIR SECTIONS & DETAILS	ISSUE PERMIT / GMAX	6/6/2022
A8.5	ELEVATOR PLANS & SECTIONS	ISSUE PERMIT / GMAX	6/6/2022
A8.6	STAIR SECTIONS & DETAILS	ISSUE PERMIT / GMAX	6/6/2022
A9.1	ROOM SCHEDULE	ISSUE PERMIT / GMAX	6/6/2022

DRAWING NO.	DRAWING TITLE	DRAWING SET	DRAWING DATE
A9.1a	FINISH SCHEDULE	ISSUE PERMIT / GMAX	6/6/2022
A9.2	DOOR SCHEDULE	ISSUE PERMIT / GMAX	6/6/2022
A9.3	WINDOW SCHEDULES	ISSUE PERMIT / GMAX	6/6/2022
A9.4	WINDOW SCHEDULES	ISSUE PERMIT / GMAX	6/6/2022
A9.5	DOOR & WINDOW DETAILS	ISSUE PERMIT / GMAX	6/6/2022
A10.1	INTERIOR ELEVATIONS	ISSUE PERMIT / GMAX	6/6/2022
A10.2	INTERIOR ELEVATIONS	ISSUE PERMIT / GMAX	6/6/2022
A10.3	INTERIOR ELEVATIONS	ISSUE PERMIT / GMAX	6/6/2022
A10.4	INTERIOR ELEVATIONS	ISSUE PERMIT / GMAX	6/6/2022
A11.1	INTERIOR DETAILS & WALL TYPES	ISSUE PERMIT / GMAX	6/6/2022
A11.2	ENLARGED EVENT SPACE RCP	ISSUE PERMIT / GMAX	6/6/2022
A11.3	GROUND LEVEL BAR PLAN & DETAILS	ISSUE PERMIT / GMAX	6/6/2022
A11.4	UPPER LEVEL BAR PLAN, RCP & DETAILS	ISSUE PERMIT / GMAX	6/6/2022
A11.5	MIDDLE LEVEL BAR DETAILS	ISSUE PERMIT / GMAX	6/6/2022
A11.6	MILLWORK DETAILS	ISSUE PERMIT / GMAX	6/6/2022
A11.7	ENLARGED LOBBY RCP & MILLWORK DETAILS	ISSUE PERMIT / GMAX	6/6/2022
A11.8	SEISMIC BRACING DETAILS	ISSUE PERMIT / GMAX	6/6/2022
A12.1a	GROUND LEVEL FINISH PLAN	ISSUE PERMIT / GMAX	6/6/2022
A12.1b	GROUND LEVEL FINISH PLAN	ISSUE PERMIT / GMAX	6/6/2022
A12.1c	GROUND LEVEL SEATING PLAN	ISSUE PERMIT / GMAX	6/6/2022
A12.1d	GROUND LEVEL SETAING PLAN	ISSUE PERMIT / GMAX	6/6/2022
A12.2a	MIDDLE LEVEL FINISH PLAN	ISSUE PERMIT / GMAX	6/6/2022
A12.2b	MIDDLE LEVEL FINISH PLAN	ISSUE PERMIT / GMAX	6/6/2022
A12.2c	MIDDLE LEVEL FINISH PLAN	ISSUE PERMIT / GMAX	6/6/2022
A12.2d	MIDDLE LEVEL FINISH PLAN	ISSUE PERMIT / GMAX	6/6/2022
A12.3a	UPPER LEVEL FINISH PLAN	ISSUE PERMIT / GMAX	6/6/2022
A12.3b	UPPER LEVEL FINISH PLAN	ISSUE PERMIT / GMAX	6/6/2022
A12.3c	UPPER LEVEL FINISH PLAN	ISSUE PERMIT / GMAX	6/6/2022
A12.3d	UPPER LEVEL SEATING PLAN	ISSUE PERMIT / GMAX	6/6/2022
A12.4	FLOOR TRANSITION & DRAIN DETAILS	ISSUE PERMIT / GMAX	6/6/2022
A12.5	FURNITURE SCHEDULE	ISSUE PERMIT / GMAX	6/6/2022
G1.1	SPECIFICATIONS	ISSUE PERMIT / GMAX	6/6/2022
G1.2	SPECIFICATIONS	ISSUE PERMIT / GMAX	6/6/2022
G1.3	SPECIFICATIONS	ISSUE PERMIT / GMAX	6/6/2022
G1.4	SPECIFICATIONS	ISSUE PERMIT / GMAX	6/6/2022
G1.5	SPECIFICATIONS	ISSUE PERMIT / GMAX	6/6/2022
G1.6	SPECIFICATIONS	ISSUE PERMIT / GMAX	6/6/2022
G1.7	SPECIFICATIONS	ISSUE PERMIT / GMAX	6/6/2022
G1.8	SPECIFICATIONS	ISSUE PERMIT / GMAX	6/6/2022
RGP 1 OF 4	ROUGH GRADING PLANS		9/6/2022
RGP 2 OF 4	ROUGH GRADING PLANS		9/6/2022
RGP 3 OF 4	ROUGH GRADING PLANS		9/6/2022
RGP 4 OF 4	ROUGH GRADING PLANS		9/6/2022
1 OF 1	EARTHWORK - VENUE ROUGH GRADING	ISSUED IN ADDENDUM #3	8/16/2022
1 OF 1	DRY UTILITY COMPOSITE - CDUMA-TG	ISSUED IN ADDENDUM #3	7/9/2022
1 OF 1	EARTHWORK - CLUBHOUSE ROUGH GRADING	ISSUED IN ADDENDUM #3	8/16/2022

DRAWING NO.	DRAWING TITLE	DRAWING SET	DRAWING DATE
1 OF 31	TITLE SHEET		9/6/2022
2 OF 31	EXISTING SITE & DEMOLITION PLAN		9/6/2022
3 OF 31	EXISTING SITE & DEMOLITION PLAN		9/6/2022
4 OF 31	HORIZONTAL CONTROL PLAN		9/6/2022
5 OF 31	HORIZONTAL CONTROL PLAN		9/6/2022
6 OF 31	PRECISE GRADING PLAN		9/6/2022
7 OF 31	PRECISE GRADING PLAN		9/6/2022
8 OF 31	PRECISE GRADING PLAN		9/6/2022
9 OF 31	PRECISE GRADING PLAN		9/6/2022
10 OF 31	PRECISE GRADING PLAN		9/6/2022
11 OF 31	PRECISE GRADING PLAN		9/6/2022
12 OF 31	CROSS SECTIONS		9/6/2022
13 OF 31	TARGET SD PLAN		9/6/2022
14 OF 31	STORM DRAIN DETAILS		9/6/2022
15 OF 31	TARGET SD PROFILES		9/6/2022
16 OF 31	PARKING LOT SD		9/6/2022
16 OF 31	PARKING LOT SD - DRC MARKUP	ISSUED IN ADDENDUM #3	9/6/2022
17 OF 31	OUTFIELD SD		9/6/2022
17 OF 31	OUTFIELD SD - DRC MARKUP	ISSUED IN ADDENDUM #3	9/6/2022
18 OF 31	STORM DRAIN PROFILES		9/6/2022
19 OF 31	STORM DRAIN PROFILES		9/6/2022
20 OF 31	STORM DRAIN PROFILES		9/6/2022
21 OF 31	UTILITY PLAN		9/6/2022
21 OF 31	UTILITY PLAN - DRC MARKUP	ISSUED IN ADDENDUM #3	9/6/2022
22 OF 31	TARGET DETAIL		9/6/2022
23 OF 31	DETAILS		9/6/2022
24 OF 31	DETAILS		9/6/2022
25 OF 31	DETAILS		9/6/2022
26 OF 31	DETAILS		9/6/2022
27 OF 31	DETAILS		9/6/2022
28 OF 31	DETAILS		9/6/2022
29 OF 31	DETAILS		9/6/2022
30 OF 31	EROSION CONTROL PLAN		9/6/2022
31 OF 31	EROSION CONTROL PLAN		9/6/2022
E0.00	LEGEND AND ABBREVIATIONS	PERMIT RESUBMITTAL #2	9/6/2022
E0.01	SPECIFICATIONS	PERMIT RESUBMITTAL #2	9/6/2022
E0.02	SPECIFICATIONS	PERMIT RESUBMITTAL #2	9/6/2022
E0.03	SPECIFICATIONS	PERMIT RESUBMITTAL #2	9/6/2022
E1.00	SITE PLAN	PERMIT RESUBMITTAL #2	9/6/2022
E1.01	SITE PLAN PHOTOMETRICS	PERMIT RESUBMITTAL #2	9/6/2022
E1.02	SITE LIGHTING FIXTURE CUTSHEETS	PERMIT RESUBMITTAL #2	9/6/2022
E1.03	LIGHT FIXTURE SCHEDULE	PERMIT RESUBMITTAL #2	9/6/2022
E1.04	LOWER LEVEL INTERIOR EGRESS PHOTOMETRICS	PERMIT RESUBMITTAL #2	9/6/2022
E1.05	MIDDLE LEVEL INTERIOR EGRESS PHOTOMETRICS	PERMIT RESUBMITTAL #2	9/6/2022

DRAWING NO.	DRAWING TITLE	DRAWING SET	DRAWING DATE
E1.06	UPPER LEVEL INTERIOR EGRESS PHOTOMETRICS	PERMIT RESUBMITTAL #2	9/6/2022
E2.11	LOWER LEVEL PARTIAL LIGHTING SECTION B	PERMIT RESUBMITTAL #2	9/6/2022
E2.12	LOWER LEVEL PARTIAL LIGHTING SECTION A	PERMIT RESUBMITTAL #2	9/6/2022
E2.21	MIDDLE LEVEL PARTIAL LIGHTING SECTION B	PERMIT RESUBMITTAL #2	9/6/2022
E2.22	MIDDLE LEVEL PARTIAL LIGHTING SECTION A	PERMIT RESUBMITTAL #2	9/6/2022
E2.31	UPPER LEVEL PARTIAL LIGHTING SECTION B	PERMIT RESUBMITTAL #2	9/6/2022
E2.32	UPPER LEVEL PARTIAL LIGHTING SECTION A	PERMIT RESUBMITTAL #2	9/6/2022
E3.11	LOWER LEVEL PARTIAL POWER SECTION B	PERMIT RESUBMITTAL #2	9/6/2022
E3.12	LOWER LEVEL PARTIAL POWER SECTION A	PERMIT RESUBMITTAL #2	9/6/2022
E3.21	MIDDLE LEVEL PARTIAL POWER SECTION B	PERMIT RESUBMITTAL #2	9/6/2022
E3.22	MIDDLE LEVEL PARTIAL POWER SECTION A	PERMIT RESUBMITTAL #2	9/6/2022
E3.31	UPPER LEVEL PARTIAL POWER SECTION B	PERMIT RESUBMITTAL #2	9/6/2022
E3.32	UPPER LEVEL PARTIAL POWER SECTION A	PERMIT RESUBMITTAL #2	9/6/2022
E3.41	ROOF LEVEL PARTIAL POWER SECTION B	PERMIT RESUBMITTAL #2	9/6/2022
E3.42	ROOF LEVEL PARTIAL POWER SECTION A	PERMIT RESUBMITTAL #2	9/6/2022
E5.00	ONE-LINE DIAGRAM	PERMIT RESUBMITTAL #2	9/6/2022
E5.01	LIGHTING CONTROL DIAGRAM	PERMIT RESUBMITTAL #2	9/6/2022
E5.02	SHORT CIRCUIT ANALYSIS	PERMIT RESUBMITTAL #2	9/6/2022
E5.31	PANEL SCHEDULES	PERMIT RESUBMITTAL #2	9/6/2022
E5.32	PANEL SCHEDULES	PERMIT RESUBMITTAL #2	9/6/2022
E5.33	PANEL SCHEDULES	PERMIT RESUBMITTAL #2	9/6/2022
E6.11	ENLARGED KITCHEN POWER-LOWER	PERMIT RESUBMITTAL #2	9/6/2022
E6.12	ENLARGED KITCHEN POWER-MIDDLE	PERMIT RESUBMITTAL #2	9/6/2022
E6.13	ENLARGED KITCHEN POWER-UPPER	PERMIT RESUBMITTAL #2	9/6/2022
E9.01	DETAILS ELECTRICAL	PERMIT RESUBMITTAL #2	9/6/2022
E9.02	DETAILS ELECTRICAL	PERMIT RESUBMITTAL #2	9/6/2022
E9.03	DETAILS ELECTRICAL	PERMIT RESUBMITTAL #2	9/6/2022
E9.04	TYPE LED1 DETAILS	PERMIT RESUBMITTAL #2	9/6/2022
E9.05	DETAILS-LOGO	PERMIT RESUBMITTAL #2	9/6/2022
E10.0	ELECTRICAL T24-POWER DISTRIBUTION	PERMIT RESUBMITTAL #2	9/6/2022
E10.1	ELECTRICAL T24-OUTDOOR LIGHTING	PERMIT RESUBMITTAL #2	9/6/2022
E10.2	ELECTRICAL T24-SOLOR READY ZONES	PERMIT RESUBMITTAL #2	9/6/2022
K0.0	FOOD SERVICE GENERAL NOTES, LEGENDS, SHEET INDEX		4/22/2022
K1.0L	LOWER LEVEL FOODSERVICE EQUIPMENT PLAN		4/22/2022
K1.0M	MIDDLE LEVEL FOODSERVICE EQUIPMENT PLAN		4/22/2022
K1.0U	UPPER LEVEL FOODSERVICE EQUIPMENT PLAN		4/22/2022
K2.0L	LOWER LEVEL FOODSERVICE ELECTRICAL ROUGH-IN PLAN		4/22/2022
K2.0M	MIDDLE LEVEL FOODSERVICE ELECTRICAL ROUGH-IN PLAN		4/22/2022
K2.0U	UPPER LEVEL FOODSERVICE ELECTRICAL ROUGH-IN PLAN		4/22/2022
K3.0L	LOWER LEVEL FOODSERVICE PLUMBING SUPPLY ROUGH-IN PLAN		4/22/2022
K3.0M	MIDDLE LEVEL FOODSERVICE PLUMBING SUPPLY ROUGH-IN PLAN		4/22/2022

DRAWING NO.	DRAWING TITLE	DRAWING SET	DRAWING DATE
K3.0U	UPPER LEVEL FOODSERVICE PLUMBING SUPPLY ROUGH-IN PLAN		4/22/2022
K4.0L	LOWER LEVEL FOODSERVICE SPECIAL CONDITIONS PLAN		4/22/2022
K4.0M	MIDDLE LEVEL FOODSERVICE SPECIAL CONDITIONS PLAN		4/22/2022
K4.0R	ROOF LEVEL TOP FOODSERVICE SPECIAL CONDITIONS PLAN		4/22/2022
K4.0U	UPPER LEVEL TOP FOODSERVICE SPECIAL CONDITIONS PLAN		4/22/2022
K4.1	WALK-IN MANUFACTURER SHOP DRAWINGS		4/22/2022
K4.2	WALK-IN MANUFACTURER SHOP DRAWINGS		4/22/2022
K4.3	WALK-IN MANUFACTURER SHOP DRAWINGS		4/22/2022
K5.0	EXHAUST HOOD DETAILS CRITICAL DMENSIONS		4/22/2022
K5.1	HOOD MANUFACTURER SHOP DRAWINGS		4/22/2022
K5.2	HOOD MANUFACTURER SHOP DRAWINGS		4/22/2022
K5.3	HOOD MANUFACTURER SHOP DRAWINGS		4/22/2022
K5.4	HOOD MANUFACTURER SHOP DRAWINGS		4/22/2022
K5.5	HOOD MANUFACTURER SHOP DRAWINGS		4/22/2022
K5.6	HOOD MANUFACTURER SHOP DRAWINGS		4/22/2022
K5.7	HOOD MANUFACTURER SHOP DRAWINGS		4/22/2022
K5.8	HOOD MANUFACTURER SHOP DRAWINGS		4/22/2022
K5.9	HOOD MANUFACTURER SHOP DRAWINGS		4/22/2022
K5.10	HOOD MANUFACTURER SHOP DRAWINGS		4/22/2022
K6.0L	LOWER LEVEL FOODSERVICE ELEVATIONS		4/22/2022
K6.0M	MIDDLE LEVEL FOODSERVICE ELEVATIONS		4/22/2022
K6.0U	UPPER LEVEL FOODSERVICE ELEVATIONS		4/22/2022
K6.1	FOOD SERVICE ELECTRICAL ELEVATIONS		4/22/2022
K6.2	FOOD SERVICE PLUMBING ELEVATIONS		4/22/2022
K8.1	LOWER LEVEL FOODSERVICE PLAN		3/17/2022
K8.2	MIDDLE LEVEL FOODSERVICE PLAN		3/17/2022
K8.3	UPPER LEVEL FOOD SERVICE PLAN		3/17/2022
LV0.0	COVER SHEET	REVIEW COMMENTS	9/6/2022
LV1.0	OUTFIELD PLAN	REVIEW COMMENTS	9/6/2022
LV1.1a	LOWER LEVEL PARTIAL PLAN-A	REVIEW COMMENTS	9/6/2022
LV1.1b	LOWER LEVEL PARTIAL PLAN-B	REVIEW COMMENTS	9/6/2022
LV1.2a	LOWER LEVEL PARTIAL RCP-A	REVIEW COMMENTS	9/6/2022
LV1.2b	LOWER LEVEL PARTIAL RCP-B	REVIEW COMMENTS	9/6/2022
LV1.3a	MIDDLE LEVEL PARTIAL RCP-A	REVIEW COMMENTS	9/6/2022
LV1.3b	MIDDLE LEVEL PARTIAL RCP-B	REVIEW COMMENTS	9/6/2022
LV1.4a	MIDDLE LEVEL PARTIAL RCP-A	REVIEW COMMENTS	9/6/2022
LV1.4b	MIDDLE LEVEL PARTIAL RCP-B	REVIEW COMMENTS	9/6/2022
LV1.5a	UPPER LEVEL PARTIAL PLAN-A	REVIEW COMMENTS	9/6/2022
LV1.5b	UPPER LEVEL PARTIAL PLAN-B	REVIEW COMMENTS	9/6/2022
LV1.6a	UPPER LEVEL PARTIAL RCP-A	REVIEW COMMENTS	9/6/2022
LV1.6b	UPPER LEVEL PARTIAL RCP-B	REVIEW COMMENTS	9/6/2022
LV1.7a	ROOF LEVEL PARTIAL PLAN -A	REVIEW COMMENTS	9/6/2022
LV1.7b	ROOF LEVEL PARTIAL PLAN -B	REVIEW COMMENTS	9/6/2022

DRAWING NO.	DRAWING TITLE	DRAWING SET	DRAWING DATE
LV2.0	INTERIOR DETAILS IT ROOM	REVIEW COMMENTS	9/6/2022
LV2.1	INTERIOR DETAILS KITCHEN DISPLAY SYSTEM	REVIEW COMMENTS	9/6/2022
LV2.2	INTERIOR DETAILS VIDEO WALL	REVIEW COMMENTS	9/6/2022
LV2.3	EXTERIOR DETAILS TARGETS	REVIEW COMMENTS	9/6/2022
LV2.4	EXTERIOR DETAILS TEE LINE COLUMNS	REVIEW COMMENTS	9/6/2022
LV2.5	EXTERIOR DETAILS TEE LINE	REVIEW COMMENTS	9/6/2022
LV2.6	EXTERIOR DETAILS BAY PENDANTS	REVIEW COMMENTS	9/6/2022
LV3.0	INTERIOR ELEVATIONS DATA AND POWER	REVIEW COMMENTS	9/6/2022
LV3.1	INTERIOR ELEVATIONS DATA AND POWER	REVIEW COMMENTS	9/6/2022
LV3.2	INTERIOR ELEVATIONS DATA AND POWER	REVIEW COMMENTS	9/6/2022
LV3.3	INTERIOR ELEVATIONS DATA AND POWER	REVIEW COMMENTS	9/6/2022
LV3.4	EXTERIOR ELEVATIONS TEE LINE	REVIEW COMMENTS	9/6/2022
LV3.5	EXTERIOR ELEVATIONS TEE LINE	REVIEW COMMENTS	9/6/2022
LV3.6	EXTERIOR ELEVATIONS CAMERA INFASTRUCTURE	REVIEW COMMENTS	9/6/2022
LV3.7	EXTERIOR ELEVATIONS CAMERA INFASTRUCTURE	REVIEW COMMENTS	9/6/2022
LV3.8	INTERIOR ELEVATIONS BLOCKING DETAILS	REVIEW COMMENTS	9/6/2022
LV3.9	INTERIOR ELEVATIONS MOUNT DETAILS	REVIEW COMMENTS	9/6/2022
LV4.0	SCHEDULES OUTFIELD, LOWER LEVEL	REVIEW COMMENTS	9/6/2022
LV4.1	SCHEDULES MIDDLE, UPPER LEVELS	REVIEW COMMENTS	9/6/2022
LV4.2	SCHEDULES UPPER, UPPER LEVELS	REVIEW COMMENTS	9/6/2022
MEP0.1	COVER SHEET - SYMBOLS	CITY COMMENTS	9/6/2022
MEP0.2	COVER SHEET - GENERAL NOTES	CITY COMMENTS	9/6/2022
M1.1A	PARTIAL LOWER LEVEL MECHANICAL PLAN	CITY COMMENTS	9/6/2022
M1.1B	PARTIAL LOWER LEVEL MECHANICAL PLAN	CITY COMMENTS	9/6/2022
M1.2A	PARTIAL MIDDLE LEVEL MECHANICAL PLAN	CITY COMMENTS	9/6/2022
M1.2B	PARTIAL MIDDLE LEVEL MECHANICAL PLAN	CITY COMMENTS	9/6/2022
M1.3A	PARTIAL UPPER LEVEL MECHANICAL PLAN	CITY COMMENTS	9/6/2022
M1.3B	PARTIAL UPPER LEVEL MECHANICAL PLAN	CITY COMMENTS	9/6/2022
M1.4A	PARTIAL ROOF LEVEL MECHANICAL PLAN	CITY COMMENTS	9/6/2022
M1.6	ENLARGED MIDDLE LEVEL MECHANICAL KITCHEN PLAN	CITY COMMENTS	9/6/2022
M3.1	MECHINCAL EQUIPMENT SCHEDULES	CITY COMMENTS	9/6/2022
M3.2	MECHINCAL LOAD SCHEDULE	CITY COMMENTS	9/6/2022
M4.1	MECHINCAL DETAILS	CITY COMMENTS	9/6/2022
M4.2	MECHINCAL DETAILS	CITY COMMENTS	9/6/2022
M4.3	MECHINCAL DETAILS	CITY COMMENTS	9/6/2022
M4.4	MECHINCAL DETAILS	CITY COMMENTS	9/6/2022
M5.1	KITCHEN HOOD EQUIPMENT	CITY COMMENTS	9/6/2022
M5.2	KITCHEN HOOD EQUIPMENT	CITY COMMENTS	9/6/2022
M5.3	KITCHEN HOOD EQUIPMENT	CITY COMMENTS	9/6/2022
M5.4	KITCHEN HOOD EQUIPMENT	CITY COMMENTS	9/6/2022
M5.5	KITCHEN HOOD EQUIPMENT	CITY COMMENTS	9/6/2022
M5.6	KITCHEN HOOD EQUIPMENT	CITY COMMENTS	9/6/2022
M5.7	KITCHEN HOOD EQUIPMENT	CITY COMMENTS	9/6/2022
M5.8	KITCHEN HOOD EQUIPMENT	CITY COMMENTS	9/6/2022

DRAWING NO.	DRAWING TITLE	DRAWING SET	DRAWING DATE
M5.9	KITCHEN HOOD EQUIPMENT	CITY COMMENTS	9/6/2022
M6.1	KITCHEN HOOD DRAWING	CITY COMMENTS	9/6/2022
M6.2	KITCHEN HOOD DRAWING	CITY COMMENTS	9/6/2022
M6.3	KITCHEN HOOD DRAWING	CITY COMMENTS	9/6/2022
M6.4	KITCHEN HOOD DRAWING	CITY COMMENTS	9/6/2022
M6.5	KITCHEN HOOD DRAWING	CITY COMMENTS	9/6/2022
M6.6	KITCHEN HOOD DRAWING	CITY COMMENTS	9/6/2022
M6.7	KITCHEN HOOD DRAWING	CITY COMMENTS	9/6/2022
M6.8	KITCHEN HOOD DRAWING	CITY COMMENTS	9/6/2022
M6.9	KITCHEN HOOD DRAWING	CITY COMMENTS	9/6/2022
M6.10	KITCHEN HOOD DRAWING	CITY COMMENTS	9/6/2022
M6.11	KITCHEN HOOD DRAWING	CITY COMMENTS	9/6/2022
M6.12	KITCHEN HOOD DRAWING	CITY COMMENTS	9/6/2022
M6.13	KITCHEN HOOD DRAWING	CITY COMMENTS	9/6/2022
M6.14	KITCHEN HOOD DRAWING	CITY COMMENTS	9/6/2022
M6.15	KITCHEN HOOD DRAWING	CITY COMMENTS	9/6/2022
M6.16	KITCHEN HOOD DRAWING	CITY COMMENTS	9/6/2022
M6.17	KITCHEN HOOD DRAWING	CITY COMMENTS	9/6/2022
M6.18	KITCHEN HOOD DRAWING	CITY COMMENTS	9/6/2022
P1.0a	UNDERGROUND PLUMBING PLAN	CITY COMMENTS	9/6/2022
P1.0b	UNDERGROUND PLUMBING PLAN	CITY COMMENTS	9/6/2022
P1.1a	LOWER LEVEL PLUMBING PLAN	CITY COMMENTS	9/6/2022
P1.1b	LOWER LEVEL PLUMBING PLAN	CITY COMMENTS	9/6/2022
P1.2a	MIDDLE LEVEL PLUMBING PLAN	CITY COMMENTS	9/6/2022
P1.2b	MIDDLE LEVEL PLUMBING PLAN	CITY COMMENTS	9/6/2022
P1.3a	UPPER LEVEL PLUMBING PLAN	CITY COMMENTS	9/6/2022
P1.3b	UPPER LEVEL PLUMBING PLAN	CITY COMMENTS	9/6/2022
P1.4a	ROOF LEVEL PLUMBING PLAN	CITY COMMENTS	9/6/2022
P1.4b	ROOF LEVEL PLUMBING PLAN	CITY COMMENTS	9/6/2022
P2.0	PLUMBING NOTES	CITY COMMENTS	9/6/2022
P2.1	ENLARGED PLUMBING PLANS	CITY COMMENTS	9/6/2022
P2.2	ENLARGED PLUMBING PLANS	CITY COMMENTS	9/6/2022
P2.3	ENLARGED PLUMBING PLANS	CITY COMMENTS	9/6/2022
P2.4	ENLARGED PLUMBING PLANS	CITY COMMENTS	9/6/2022
P3.1A	PARTIAL LOWER LEVEL GAS PIPING PLAN	CITY COMMENTS	9/6/2022
P3.1B	PARTIAL LOWER LEVEL GAS PIPING PLAN	CITY COMMENTS	9/6/2022
P3.2A	PARTIAL MIDDLE LEVEL GAS PIPING PLAN	CITY COMMENTS	9/6/2022
P3.2B	PARTIAL MIDDLE LEVEL GAS PIPING PLAN	CITY COMMENTS	9/6/2022
P3.3A	PARTIAL UPPER LEVEL GAS PIPING PLAN	CITY COMMENTS	9/6/2022
P3.3B	PARTIAL UPPER LEVEL GAS PIPING PLAN	CITY COMMENTS	9/6/2022
P4.1	PLUMBING DETAILS	CITY COMMENTS	9/6/2022
P4.2	PLUMBING DETAILS	CITY COMMENTS	9/6/2022
P5.1	PLUMBING SCHEDULE	CITY COMMENTS	9/6/2022
P5.2	PLUMBING SCHEDULE	CITY COMMENTS	9/6/2022
P6.1	PLUMBING DIAGRAMS	CITY COMMENTS	9/6/2022
P6.2	PLUMBING DIAGRAMS	CITY COMMENTS	9/6/2022

DRAWING NO.	DRAWING TITLE	DRAWING SET	DRAWING DATE
P6.3	GAS PIPING RISER DIAGRAM FIRST FLOOR	CITY COMMENTS	9/6/2022
P6.4	GAS PIPING RISER DIAGRAM SECOND FLOOR	CITY COMMENTS	9/6/2022
P6.5	GAS PIPING RISER DIAGRAM THIRD FLOOR	CITY COMMENTS	9/6/2022
P6.6	PLUMBING DIAGRAMS	CITY COMMENTS	9/6/2022
S0.1	NOTES	PERMIT RESUBMITTAL	9/6/2022
S0.2	NOTES	PERMIT RESUBMITTAL	9/6/2022
S0.3	NOTES	PERMIT RESUBMITTAL	9/6/2022
S1.1A	FOUNDATION PLAN - AREA A	PERMIT RESUBMITTAL	9/6/2022
S1.1B	FOUNDATION PLAN - AREA B	PERMIT RESUBMITTAL	9/6/2022
S1.2A	MIDDLE LEVEL PLAN - AREA A	PERMIT RESUBMITTAL	9/6/2022
S1.2B	MIDDLE LEVEL PLAN - AREA B	PERMIT RESUBMITTAL	9/6/2022
S1.3A	UPPER LEVEL PLAN - AREA A	PERMIT RESUBMITTAL	9/6/2022
S1.3B	UPPER LEVEL PLAN - AREA B	PERMIT RESUBMITTAL	9/6/2022
S1.4A	ROOF PLAN - AREA A	PERMIT RESUBMITTAL	9/6/2022
S1.4B	ROOF PLAN - AREA B	PERMIT RESUBMITTAL	9/6/2022
S1.5	CONCRETE SLAB SAWCUTS	PERMIT RESUBMITTAL	9/6/2022
S1.6	SD ISOMETRIC	PERMIT RESUBMITTAL	9/6/2022
S2.0	ELEVATIONS	PERMIT RESUBMITTAL	9/6/2022
S2.1	ELEVATIONS	PERMIT RESUBMITTAL	9/6/2022
S2.2	ELEVATIONS	PERMIT RESUBMITTAL	9/6/2022
S2.3	SECTIONS	PERMIT RESUBMITTAL	9/6/2022
S2.4	SECTIONS	PERMIT RESUBMITTAL	9/6/2022
S2.5	SECTIONS	PERMIT RESUBMITTAL	9/6/2022
S2.6	SECTIONS	PERMIT RESUBMITTAL	9/6/2022
S3.0	TYPICAL CONCRETE DETAILS	PERMIT RESUBMITTAL	9/6/2022
S3.1	TYPICAL SOG DETAILS	PERMIT RESUBMITTAL	9/6/2022
S3.2	TYPICAL TIE BEAM DETAILS	PERMIT RESUBMITTAL	9/6/2022
S3.3	TYPICAL TIE BEAM DETAILS	PERMIT RESUBMITTAL	9/6/2022
S5.0	TYP. STEEL DETAILS	PERMIT RESUBMITTAL	9/6/2022
S5.1	TYP. STEEL BEAM CONNS	PERMIT RESUBMITTAL	9/6/2022
S5.2	STEEL DETAILS	PERMIT RESUBMITTAL	9/6/2022
S5.3	TYP. METAL DECK DETAILS	PERMIT RESUBMITTAL	9/6/2022
S5.4	TYP. METAL DECK DETAILS	PERMIT RESUBMITTAL	9/6/2022
S5.5	TYP. METAL DECK DETAILS	PERMIT RESUBMITTAL	9/6/2022
S5.6	TYP. EXT WALL - STEEL	PERMIT RESUBMITTAL	9/6/2022
S5.7	STAIR DETAILS	PERMIT RESUBMITTAL	9/6/2022
S5.8	STAIR 4 FRAMING PLANS	PERMIT RESUBMITTAL	9/6/2022
S5.9	FRAME ELEVATIONS	PERMIT RESUBMITTAL	9/6/2022
S5.10	YIELD LINK DETAILS	PERMIT RESUBMITTAL	9/6/2022
L0.0	TITLE SHEET - 1st CITY SUBMITTAL SET	ISSUED IN ADDENDUM #3	10/4/2022
L1.0	IRRIGATION PLAN	ISSUED IN ADDENDUM #3	10/4/2022
L1.1	IRRIGATION PLAN	ISSUED IN ADDENDUM #3	10/4/2022
L1.2	RECYCLED WATER NOTES	ISSUED IN ADDENDUM #3	10/4/2022
L2.0	PLANTING PLAN	ISSUED IN ADDENDUM #3	10/4/2022
L2.1	PLANTING PLAN	ISSUED IN ADDENDUM #3	10/4/2022
L2.2	PLANTING SCHEDULE	ISSUED IN ADDENDUM #3	10/4/2022

DRAWING NO.	DRAWING TITLE	DRAWING SET	DRAWING DATE
L3.0	LANDSCAPE INSTALLATION DETAILS	ISSUED IN ADDENDUM #3	10/4/2022
L4.0	LANDSCAPE SPECIFICATIONS	ISSUED IN ADDENDUM #3	10/4/2022
L4.1	LANDSCAPE SPECIFICATIONS	ISSUED IN ADDENDUM #3	10/4/2022
L4.2	LANDSCAPE SPECIFICATIONS	ISSUED IN ADDENDUM #3	10/4/2022
Geotech Report	Leighton Geotechnical ExploratoinReport	March 29, 2022	3/29/2022
Exhibit L.1	Topgolf Montebello Responsibility Matrix	10/26/2022	10/26/2022
RFI Log	Answered PRE-BID RFI Log	10/27/2022	10/27/2022

TOPGOLF MONTEBELLO

Topgolf Montebello Responsibility Matrix	Responsibility Matrix - Exhibit L.1	This document supersedes RS1.1

No.	Activity	City of Montebllo	Topgolf	McCarthy	Required for Construction Substantial (McCarthy) Completion	Required for Opening	Comments
1	Prevailing Wage Rates per 2021-2			x			
2	Ownership of Documents		x				
3	DBIA 530 and DBIA 535 Master agreement contract language on documents		x				
4	Permit and Plan Check Fees		x				
5	Insurance Fees as noted on the RS Sheets		x				
6	Builder's Risk, Cost of Risk, Performance and Payment Bond			x			
7	Third-party testing & inspections		x				
8	The WDID (SWPPP) - Permit		x				
9	The WDID (SWPPP) - BMPs			x			
10	Utility Service Provider and Meter fees		x				
11	Utililty Service Connection Fees		x				
12	Commissioning Agent		x				
13	Site						
14	Steel Net Poles and Barrier Netting (Outfield)		x			x	
15	Artificial Turf (Outfield)		x			x	
16	Artificial Turf and base (Site)		x			x	
17	Mini Golf Course						Mini Golf to be deferred
18	Concrete equipment pads for future EV charging stations		x			x	
19	Concrete pad for SoCal Gas Co.			x	x		
20	Dewatering of onsite lakes	x					
21	Fence or gate at new driveway (if required)	x					
22	Landscape & irrigation over detention basin (per coordination w/ owner)			x		x	
23	Storm Pumps						
24	Pumps, Valves, and gasketing required for the pump system itself as well as the piping connecting the 53A and 53B structures			x	x		Furnished by Topgolf, FOB Jobsite
25	Precast concrete vaults for the storm pump (see 53A and 53B on Sheet 14 of 31 of the Civil Drawings dated 9/6/2022).			x	x		Furnished by Topgolf, FOB Jobsite
26	Control panels for the pumps			x	x		Furnished by Topgolf, FOB Jobsite
27	The furnishing of the pump includes manufacturer start up and training		x		x		Furnished by Topgolf
28	Tax and freight of all the above materials to the job site address		x				
29	Unloading, assembly, and installation			x	x		
30	Structures other than 53A and 53B (per the Civil drawings dated 9/6/2022)			x	x		
31	Quick connects for the pumps			x	x		
32	Disconnects for the pumps			x	x		
33	Conduit sealant			x	x		
34	Unistrut or mounting structure for the control panels			x	x		
35	Underground Detention						
36	CMP 5X1 underground detention system, per the Civil Drawings dated 9/6/2022			x	x		Furnished by Topgolf, FOB Jobsite
37	1492 LF of 16 ga 5x1 Poly 96" CMP, for a total volume storage of 74,996 CF			x	x		Furnished by Topgolf, FOB Jobsite
38	(2) 96" 90deg elbows			x	x		Furnished by Topgolf, FOB Jobsite
39	(3) 96" tees			x	x		Furnished by Topgolf, FOB Jobsite
40	(2) 36" access risers			x	x		Furnished by Topgolf, FOB Jobsite
41	(5) 96" bulkheads			x	x		Furnished by Topgolf, FOB Jobsite
42	Stubs and banding per Sheet 27 of the Civil Drawings dated 9/6/2022			x	x		Furnished by Topgolf, FOB Jobsite
43	O-Ring gasketing for the hugger bands			x	x		Furnished by Topgolf, FOB Jobsite
44	Tax and freight of all the above materials to the job site address		x				
45	Unloading, assembly, and installation			x	x		
46	Bio-infiltration units			x	x		
47	Inlet or outlet pipes			x	x		
48	Fabric or laydown material underneath the detention system			x	x		
49	Any backfill or bedding material			x	x		
50	Fitting reinforcement			x	x		
51	Manhole cap or access grates			x	x		
52	Outfield						
53	Steel targets for the outfield			x	x		Furnished by Topgolf, FOB Jobsite
54	(4) Red targets			x	x		Furnished by Topgolf, FOB Jobsite
55	(2) Yellow targets			x	x		Furnished by Topgolf, FOB Jobsite
56	(4) Large targets			x	x		Furnished by Topgolf, FOB Jobsite
57	Corrugated metal walls			x	x		Furnished by Topgolf, FOB jobsite. This document supersedes RS1.1
58	Net connection plates			x	x		Furnished by Topgolf, FOB Jobsite
59	Tunnels and access vaults			x	x		Furnished by Topgolf, FOB Jobsite
60	Ladders			x	x		Furnished by Topgolf, FOB Jobsite
61	Ladder extensions			x	x		Furnished by Topgolf, FOB Jobsite
62	Gap plates and seam sealant (between C channel steel at top of targets)			x	x		Furnished by Topgolf, FOB Jobsite
63	Target interior cabling and netting systems		x			x	
64	Target ball collection hoppers, hoses, and system		x			x	
65	Inner steel rings			x	x		Furnished by Topgolf, FOB Jobsite
66	Tax and freight of all the above materials to the job site address			x			Furnished by Topgolf, FOB Jobsite
67	Unloading, assembly, and installation			x			
68	Concrete for the target or access tunnel floors			x	x		
69	Precast structures for the auger pits			x	x		
70	Target install			x	x		
71	Soil corrosivity-resistant spray-on coating for targets			x	x		

TOPGOLF MONTEBELLO

Topgolf Montebello Responsibility Matrix				Responsibility Matrix - Exhibit L.1			This document supersedes RS1.1
No.	**Activity**	**City of Montebllo**	**Topgolf**	**McCarthy**	**Required for Construction Substantial (McCarthy) Completion**	**Required for Opening**	**Comments**
72	Due to the corrosive nature of the on-site soils, it is assumed that clean stone will be placed around the perimeter of the target structures by Others. A spray-on asphaltic coating could be applied to the steel after installation, prior to backfilling, should the Geotechnical engineer determine a greater protection is required			x	x		
73	Outfield Sport Lighting			x	x		Furnished by Topgolf, FOB Jobsite
74	Structural Steel, Miscellaneous Steel and Metal Decking						
75	Elevator shaft pour stops (shipped loose).			x	x		Furnished by Topgolf, FOB Jobsite
76	Stair 1 and 4 material will be fully galvanized (stringers, pans, rails, etc.)			x	x		Furnished by Topgolf, FOB Jobsite
77	Exposed steel associated with the patio (posts and trellis) and the ML Terrace will be galvanized			x	x		Furnished by Topgolf, FOB Jobsite
78	Yield Link seismic steel connections to account for the high seismic detail criteria. These connections will require a rigid foam expansion joint next to the columns that will be approximately 1" wide			x	x		Furnished by Topgolf, FOB Jobsite
79	Foam expansion			x	x		
80	Buckling restraint plates and cover plates.			x	x		Furnished by Topgolf, FOB Jobsite
81	5' net extensions will be provided for the ML and UL Tee Lines. Tubes on top of the extension beam are included.			x	x		Furnished by Topgolf, FOB Jobsite
82	BOH steel without primer (to facilitate application of fire proofing)			x	x		Furnished by Topgolf, FOB Jobsite
83	Additional support steel for operable partition			x	x		Furnished by Topgolf, FOB Jobsite
84	Embed / Anchor bolts for connection to structural steel			x	x		Furnished by Topgolf, FOB Jobsite
85	284 squares of N Deck			x	x		
86	230 squares of 3" composite floor deck			x	x		
87	20 squares of 1.5" composite floor deck			x	x		
88	#10 side lap screws			x	x		
89	Metal deck to come with a G60 galvanized finish			x	x		
90	Vented deck at the Middle Level Terrace			x	x		
91	Tax and freight of all the above materials to the job site address			x			
92	Unloading, assembly, and installation			x			
93	Bar steel			x	x		
94	Bollards			x	x		
95	Dumpster posts/gates/trash room door frame and associated embed angles			x	x		
96	Maintenance Bay embed angle			x	x		
97	Roof access ladder at stair 3			x	x		
98	Roof frames (for mechanical units and roof drains)			x	x		
99	Elevator rail plates (Elevator guide rail supports)			x	x		
100	Any rebar or welded wire reinforcement			x	x		
101	TV attachment steel			x	x		
102	Additional steel supports for glass railings, if required			x	x		
103	Temporary fall protection posts or cabling			x	x		
104	Fireproofing or preparation of steel for fireproofing (except as noted above)			x	x		
105	Expansion joint material for the Yield Link seismic connections			x	x		
106	Additional beam penetrations			x	x		
107	Beam penetrations in CL2 for overflow roof drains at the LL teeline out to the outfield			x	x		Furnished by Topgolf, FOB Jobsite
108	CL2 plates/slots (for the game panel brackets)			x	x		
109	Angle steel bridging adjacent to yield link connections			x	x		
110	Doors & Windows						
111	Master key systems - final keying			x		x	Topgolf to provide keying schedule
112	All window flims and tinting		x			x	
113	Specialties						
114	Logo signage, directional signage, custom graphics, glass frosting		x		x		
115	Code required signage		*	x	x		* Topgolf provides occupancy, bathroom, and elevator signage.
116	Oil recovery system		x		x		
117	Safe (in Office)		x			x	
118	CO2 System		x		x		
119	Waste/Trash disposal (Construction)			x	x		
120	Waste/Trash disposal (Operation)		x			x	
121	AV Racks		x		x		
122	Grease removal service & bins		x			x	
123	Laundry service & bins		x			x	
124	Recycling service & bins (Construction)			x	x		
125	Recycling service & bins (Operation)		x			x	
126	Highchairs		x			x	
127	Booster seats		x			x	
128	Monument signs						Not indicated on drawings
129	Lockers		x			x	
130	Safety net at hitting bays		x			x	
131	Equipment						
132	Kitchen and bar equipment, walk-in cooler, refrigeration		x		x		Final MEP connections by McCarthy
133	Beer and soda infrastructure		x		x		
134	Point of sale terminals and equipment		x			x	
135	IT room equipment, racks, networking hardware, and gear through out		x		x		
136	Audio-visual equipment and mounting assemblies		x		x		

TOPGOLF MONTEBELLO

Topgolf Montebello Responsibility Matrix	Responsibility Matrix - Exhibit L.1	This document supersedes RS1.1

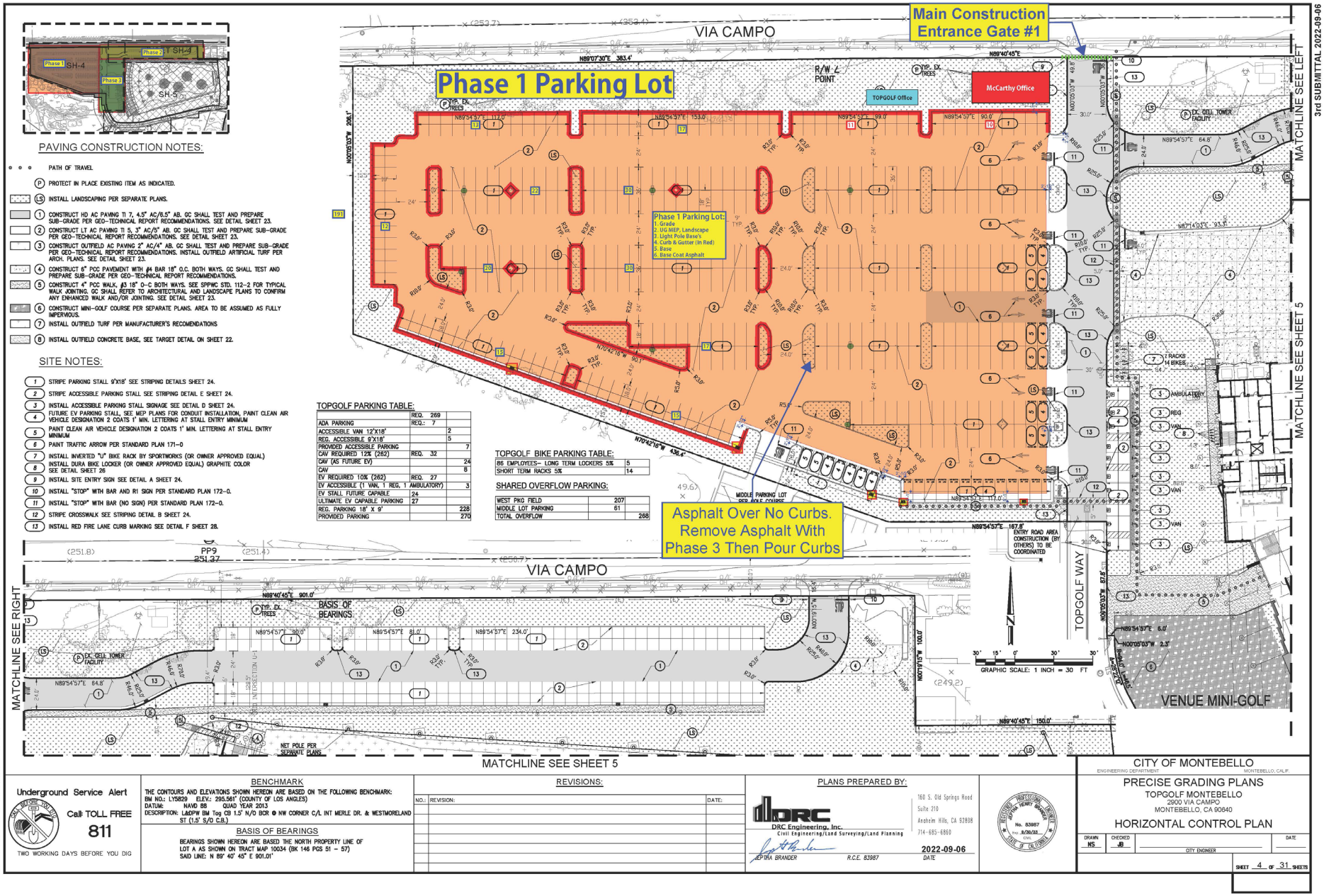
No.	Activity	City of Montebllo	Topgolf	McCarthy	Required for Construction Substantial (McCarthy) Completion	Required for Opening	Comments
137	Maintenance area ball washing and management systems		x			x	
138	Golf ball distribution gear and storage hoppers		x			x	* McCarthy to provide 4" and 3/4" conduit from maintenance shop to each hopper closet for ball distribution
139	Hitting mats and bases		x			x	
140	Topgolf golf ball dispensers		x			x	
141	Topgolf bag racks and clubholders		x			x	
142	Topgolf k-panel touchscreen monitors and brackets		x			x	
143	Television monitors and brackets		x			x	
144	Fabricated stainless steel counters & shelves		x		x		Pertains to food service kitchen areas
145	Walk-in cooler & refrigeration		x		x		
146	Storage racks & shelves		x			x	
147	Exhaust hood (w/ Fire Suppression system)			x	x		
148	Soap dispensers at Kitchen & Bar		x		x		
149	Furnishings						
150	All building and teeline furniture		x			x	
151	Banquette seating at bar 201		x			x	
152	Admin office and back of house furnishings		x			x	
153	Pool, shuffleboard, and foosball gaming tables		x			x	
154	High-density golf bag storage racking system in bag storage room		x			x	
155	Knotwood - (AP-1)						
156	Knotwood material (AP-1), per the A4 sheets of the Architectural drawings dated 9/6/2022. The material will come from the manufacturer prefinished as Midnight Black. No other additional sealer or stain is included.			x	x		Furnished by Topgolf, FOB Jobsite
157	Knotwood trim (starter track, J-mold and outside corners)			x	x		Furnished by Topgolf, FOB Jobsite
158	Tax and freight of all the above materials to the job site address			x			Furnished by Topgolf, FOB Jobsite
159	Unloading, assembly, and installation			x			
160	Fasteners and furring material			x	x		
161	Trugrain material (CP-2 and CP-3)			x	x		
162	Painting of furring material			x	x		
163	Self-sealing/adhering flashing tape on Knotwood substructure			x	x		
164	HVAC						
165	Carrier Packaged Units, per M3.1 of the Mechanical Drawings dated 9/6/2022			x	x		Furnished by Topgolf, FOB Jobsite
166	RT-1A			x	x		Furnished by Topgolf, FOB Jobsite
167	RT-1B			x	x		Furnished by Topgolf, FOB Jobsite
168	RT-2			x	x		Furnished by Topgolf, FOB Jobsite
169	RT-3			x	x		Furnished by Topgolf, FOB Jobsite
170	RT-4			x	x		Furnished by Topgolf, FOB Jobsite
171	RT-5			x	x		Furnished by Topgolf, FOB Jobsite
172	RT-6			x	x		Furnished by Topgolf, FOB Jobsite
173	RT-7			x	x		Furnished by Topgolf, FOB Jobsite
174	RT-8			x	x		Furnished by Topgolf, FOB Jobsite
175	Exhaust / supply fans and vents			x	x		
176	Hood			x	x		
177	Hood control panels			x	x		
178	Tax and freight of all the above materials to the job site address			x			Furnished by Topgolf, FOB Jobsite
179	Unloading, assembly, and installation			x			
180	Venstar thermostats			x	x		
181	Disconnects			x	x		
182	Smoke Detectors			x	x		
183	RTU Curbs			x	x		
184	Ductwork (including RTU drops)			x	x		
185	Labor Warranty			x			
186	Plumbing						
187	Water softening equipment & filter		x		x		McCarthy to make final connections
188	Filters for kitchen equipment		x		x		
189	Air Curtains, per M3.1 of the Mechanical Drawings dated 9/6/2022:						
190	AC-2			x	x		Furnished by Topgolf, FOB Jobsite
191	AC-3			x	x		Furnished by Topgolf, FOB Jobsite
192	Tax and freight of all the above materials to the job site address			x			Furnished by Topgolf, FOB Jobsite
193	Unloading, assembly, and installation			x			
194	Venstar thermostats			x	x		
195	Disconnects			x	x		
196	Smoke Detectors			x	x		
197	RTU Curbs			x	x		
198	Ductwork (including RTU drops)			x	x		
199	Labor Warranty			x			
200	Teeline Non-Misting Fans						
201	(52) 24" deep fans			x		x	Furnished by Topgolf, FOB Jobsite
202	Fans shall be 24" diameter, thin profile VK24 style fans by Vosterman which is approved for damp/wet environments but has not been UL tested			x		x	Furnished by Topgolf, FOB Jobsite
203	Oscillator mounts for each column			x		x	Furnished by Topgolf, FOB Jobsite
204	Variable speed controller for each fan, mounted to the column			x		x	Furnished by Topgolf, FOB Jobsite
205	Schaefer oscillator on each fan which has not been UL tested			x		x	Furnished by Topgolf, FOB Jobsite

TOPGOLF MONTEBELLO

Topgolf Montebello Responsibility Matrix				Responsibility Matrix - Exhibit L.1			This document supersedes RS1.1
No.	**Activity**	**City of Montebllo**	**Topgolf**	**McCarthy**	**Required for Construction Substantial (McCarthy) Completion**	**Required for Opening**	**Comments**
206	Steel arm materials to be installed by others. The steel does NOT come pre-painted to match the structure			x		x	Furnished by Topgolf, FOB Jobsite
207	Tax and freight of all the above materials to the job site address			x			Furnished by Topgolf, FOB Jobsite
208	Unloading, assembly, and installation			x			
209	Control wiring			x		x	
210	Controller installation			x		x	
211	Natural Gas Fired Tee Line Infrared Heaters						
212	Furnish and assemble (102) natural gas fired, infrared tube heaters			x	x		Furnished by Topgolf, FOB Jobsite
213	Heaters to be two stage heaters with 100,000 BTU/HR high fire and 75,000 BTU/HR low fire.			x	x		Furnished by Topgolf, FOB Jobsite
214	Illuminated heater control panel with simple "HI-LOW-OFF" controls as well as a 1-hour timer function. Timer Shut offs on heaters (Keyed) are not included			x	x		Furnished by Topgolf, FOB Jobsite
215	Unistrut supports similar to the TOPGOLF Colony.			x	x		Furnished by Topgolf, FOB Jobsite
216	Additional supports for the heaters			x	x		
217	The heaters will be furnished with power cords up to 10' long each.			x	x		Furnished by Topgolf, FOB Jobsite
218	Tax and freight of all the above materials to the job site address			x			Furnished by Topgolf, FOB Jobsite
219	Unloading and installation (hanging/mounting/gas connections)			x	x		
220	Gas regulators for heaters			x	x		
221	Control wiring between heater control panel and burner unit			x	x		
222	Electrical						
223	Switchgear			x	x		
224	Low-voltage data and fiber optic cabling		x		x		
225	Outfield range sports lighting			x	x		Furnished by Topgolf, FOB Jobsite
226	Target LED Lighting		x		x		
227	Light fixtures			x	x		Furnished by Topgolf, FOB Jobsite
228	Dimming switches (Includes light control system)			x	x		Furnished by Topgolf, FOB Jobsite
229	Lamps / bulbs for all fixtures			x	x		Furnished by Topgolf, FOB Jobsite
230	Power systems - distribution panel			x	x		
231	Telephone outlets, conduits, & pull strings			x	x		Topgolf to provide telephone jacks and faceplates
232	Telephone cabling		x		x		
233	Telephone systems		x		x		
234	Phone hold equipment		x			x	
235	Security system - wiring & cabling		x		x		
236	Security system - conduits & pull strings			x	x		
237	Security system - equipment and hook-up		x		x		
238	Security system - access cabling		x		x		
239	AV systems - conduits and pull strings (in walls only)			x	x		
240	AV systems - stereo, speakers & TV's, rack		x		x		
241	AV systems - cabling		x			x	
242	P.O.S. equipment		x			x	
243	P.O.S. equipment - cabling		x			x	
244	P.O.S. equipment - receptacles			x	x		
245	P.O.S. equipment - conduit & pull strings			x	x		
246	P.O.S. equipment - UPS		x		x		
247	Fire system - conduit for ansul system w/ pull strings			x	x		
248	Fire system - fire alarm & cabling			x	x		
249	CCTV - equipment & hook-up		x			x	
250	CCTV - wiring & cabling		x			x	
251	CCTV - conduits & pull strings			x	x		
252	Data - cabling & rack		x		x		
253	Data - conduits & pull strings			x	x		
254	Data - wiring		x		x		
255	Primary & secondary conductors		x		x		Provided by SCE
256	FAA lighting at outfield poles (if required)			x	x		Furnished by Topgolf, FOB Jobsite
257	ERRCS DAS (if required)		x		x		
258	Lightning protection (if required)			x	x		
259	Light poles in Parking Lot			x	x		
260	Utilities						
261	All utility meters			x	x		Furnished by Topgolf, FOB Jobsite
262	Utility connection costs		x		x		
263	Utilities in and running through Topgolf Way	x			x		

9

LOGISTICS PLAN



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BENCHMARK

THE CONTOURS AND ELEVATIONS SHOWN HEREON ARE BASED ON THE FOLLOWING BENCHMARK:
BM NO.: LY5829 ELEV.: 295.561' (COUNTY OF LOS ANGLES)
DATUM: NAVD 88 QUAD YEAR 2013
DESCRIPTION: L&DPW BM Tag CB 1.5' N/O BCR @ NW CORNER C/L INT MERLE DR. & WESTMORELAND ST (1.5' S/O C.B.)

BASIS OF BEARINGS

BEARINGS SHOWN HEREON ARE BASED THE NORTH PROPERTY LINE OF LOT A AS SHOWN ON TRACT MAP 10034 (BK 146 PGS 51 - 57) SAID LINE: N 89° 40' 45" E 901.01'

REVISIONS:

NO.:	REVISION:	DATE:

PLANS PREPARED BY:

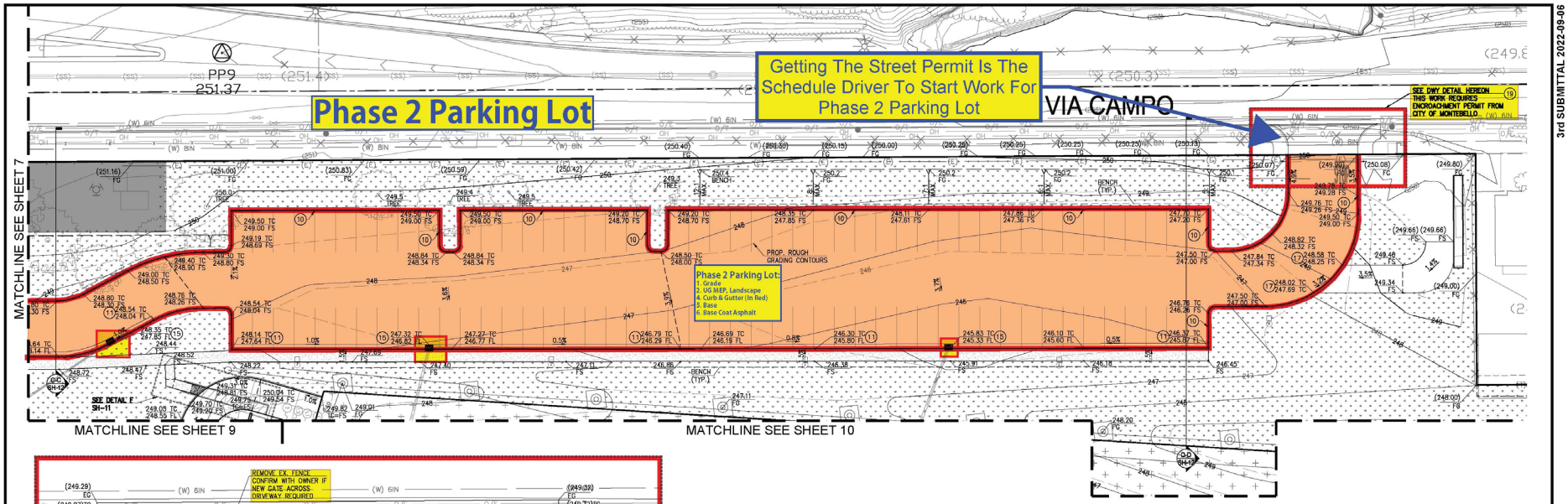
DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road
Suite 210
Anaheim Hills, CA 92808
714-685-6860
JUDITH BRANDER R.C.E. 83987
2022-09-06 DATE

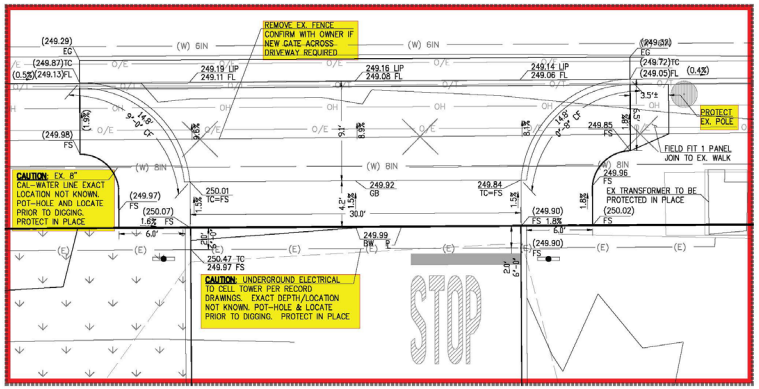
CITY OF MONTEBELLO
ENGINEERING DEPARTMENT MONTEBELLO, CALIF.

PRECISE GRADING PLANS
TOPGOLF MONTEBELLO
2900 VIA CAMPO
MONTEBELLO, CA 90640

HORIZONTAL CONTROL PLAN

DRAWN: NS CHECKED: JB DATE
CITY ENGINEER
SHEET 4 OF 31 SHEETS





DRIVEWAY DETAIL DWY SH-8

GRADING CONSTRUCTION NOTES:

(10) CONSTRUCT 6" CURB (UNLESS NOTED OTHERWISE) PER SPPWC 120-3 A1-6. SEE DETAIL SHEET 23.

(11) CONSTRUCT CURB AND GUTTER PER MODIFIED SPPWC 120-3 A2-6. 6" CURB (UNLESS NOTED OTHERWISE) 2' GUTTER PAN, TYP. GUTTER HIKE= 1.5" (6%). GUTTER PAN AT ACCESSIBLE PATH OF TRAVEL NOT TO EXCEED 4.5% (HIKE 0.09"). SEE DETAIL SHEET 23.

(12) CONSTRUCT CURB-RAMP. REFER TO SPPWC 111-5, REFERENCE DETAILS AND SEE NOTE #13 FOR TRUNCATED DOMES.

(13) INSTALL CA COMPLIANT TRUNCATED DOMES, FULL WIDTH OF WALK 3' MIN. DEPTH. FEDERAL YELLOW DOMES SHALL BE ARMOR-TILE (ENGINEERED PLASTICS). SEE DETAIL SHEET 24.

(14) CONSTRUCT RANGE TARGET. GC SHALL FOLLOW SITE-SPECIFIC OWNER TARGET DETAILS AND TYPICAL PLACEMENTS. SEE DETAIL SHEET 22.

(15) CONSTRUCT 2X3 CURB OPENING GRATED INLET BY ADS W/18"ø NYLOPLAST BASIN; INSTALL WITH FLEXSTORM FILTER INSERT W/OIL ABSORBENT BOOM. SEE DETAILS SH-23 & 25 NO SUMP ALLOWED IN CATCH BASIN SEE INFILL DETAIL SH-26.

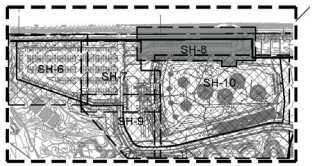
(16) INSTALL GRATED INLET. SIZE/TYPE PER STORM DRAIN SHEETS 13-17.

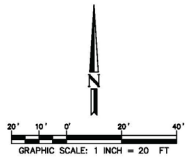
(17) CONSTRUCT MOUNTABLE CURB PER SPPWC STD. 121-3 TYPE B1-6. MODIFY FOR 4" CURB FACE U.N.O. SEE DETAIL SHEET 23.

(18) CONSTRUCT CONCRETE CURB CHANNEL, BOTTOM WIDTH 2.0' SEE DETAIL SHEET 23.

(19) REMOVE EXISTING WALK & CURB AND GUTTER, CONSTRUCT PCC DRIVEWAY PER SPPWC 110-2 TYPE C. W=30' 6" PCC WORK REQUIRES ENCROACHMENT PERMIT SEE DETAIL SHEET 8..

(20) CONSTRUCTION VALLEY GUTTER PER DETAIL SHEET 28. W=4' UNLESS NOTED OTHERWISE.





GENERAL NOTES:

1. GC SHALL AT MINIMUM FOLLOW AND IMPLEMENT BMP RECOMMENDATIONS AS OUTLINED BY CASQA FOR DEMOLITION WORK.
2. GC TO OBTAIN NECESSARY ENCROACHMENT PERMIT FOR ANY/ALL WORK IN THE PUBLIC RIGHT-OF-WAY.
3. ALL WORK IN THE PUBLIC RIGHT-OF-WAY TO CONFORM TO STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION (CURRENT EDITION) AND AS AMENDMENTS AND SPECIFICATIONS BY CITY OF MONTEBELLO.
4. GC TO PROVIDE NECESSARY TRAFFIC CONTROL/MANAGEMENT PLAN FOR PERMITS.
5. GC TO COORDINATE WITH PUBLIC WORKS DEPARTMENT FOR FIELD WALK TO IDENTIFY LIMITS OF DEMOLITION IN THE PUBLIC RIGHT-OF-WAY PRIOR TO COMMENCING ANY DEMOLITION WORK IN PUBLIC ROW.
6. GC SHALL VERIFY WITH LANDSCAPE PLANS REGARDING DISPOSITION OF TREES AND PLANT MATERIAL PRIOR TO REMOVING AND DISPOSING.
7. SEE ARCHITECTURAL PLANS FOR SITE LIGHTING.
8. DETECTABLE WARNINGS SHOWN AND/OR REQUIRED AS PART OF IMPROVEMENTS SHALL FEDERAL YELLOW CAST IN PLACE ARMOR-TILE (ENGINEERED PLASTICS)
9. EXCAVATIONS SHALL BE PER GEO-TECHNICAL ENGINEER RECOMMENDATIONS:
   9.1. 5' MAX. VERTICAL CUT WITH 1:1 LAYBACK (OR AS NOTED IN GEO-TECHNICAL ENGINEER RECOMMENDATIONS.)
   9.2. ALTERNATE- GC TO BE RESPONSIBLE FOR SUBMITTAL & ALL PERMITS FOR ENGINEERED SHORING PLANS.
10. ALL NON-METALIC UNDERGROUND CONDUIT AND/OR PIPES SHALL BE INSTALLED WITH CHRISTY'S (OR APPROVED EQUAL) DETECTABLE TAPE.
11. CONCRETE NOTES:
   11.1. EXPOSURE CLASS S1 0.50 W/CM PER ACI RECOMMENDATIONS.
   11.2. TYPE V CEMENT TO BE UTILIZED (GOLF COURSE UTILIZES RECYCLED WATER)
   11.3. CONCRETE FOR CURBS, CURBS & GUTTER, WALK SHALL CONFORM TO 520-C-2500
   11.4. GC SHALL REFER TO ARCHITECTURAL AND LANDSCAPE PLANS TO CONFIRM ANY ENHANCED FINISHES, SCORING, OR COLORING- OTHERWISE WALK TO HAVE MEDIUM BROOM FINISH, RAMPS TO HAVE HEAVY BROOM FINISH
   11.5. LIGHT POLE & OTHER LOAD BEARING CONCRETE SHALL CONFORM TO 650-BLE-4000P UNLESS SPECIFIED OTHERWISE.
   11.6. GC SHALL REFER TO ARCHITECTURAL/STRUCTURAL PLANS/SPECIFICATIONS FOR ALL BUILDING CONCRETE WORK.
12. ASPHALT
   12.1. AC GRADATION C2 DENSE MEDIUM PER SSPWC 203-6.4.4.
   12.2. CALTRANS ½" HOT MIX ASPHALT PER 39-2.02 ACCEPTABLE ALTERNATIVE TO "GREENBOOK" AC
   12.3. GC SHALL SPECIFY TYPE IN BID
13. AGGREGATE BASE CONFORM TO CRUSHED AGGREGATE BASE PER SSPWC 200-2.2
   13.1. CALTRANS CLASS 2 AB ¾" MAXIMUM PER 26-1.02B ACCEPTABLE ALTERNATIVE TO "GREENBOOK" CAB
   13.2. GC SHALL PROVIDE BID ALTERNATE LINE ITEM FOR USE OF CMB FINE PER 200-2.3 AND/OR PMB PER 200-2.5
   13.3. GC SHALL SPECIFY TYPE IN BID
14. ALL CATCH BASINS AND INLETS SHOWN ON THESE PLANS SHALL HAVE NPDES MARKER SEE DETAIL SH-23

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BENCHMARK

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REVISIONS:

NO.:	REVISION:	DATE:

PLANS PREPARED BY:

DRC Engineering, Inc.
Civil Engineering/Land Surveying/Land Planning
160 S. Old Springs Road Suite 210 Anaheim Hills, CA 92808 714-685-6860
JUSTIN BRANDER R.C.E. 83987 2022-09-06 DATE

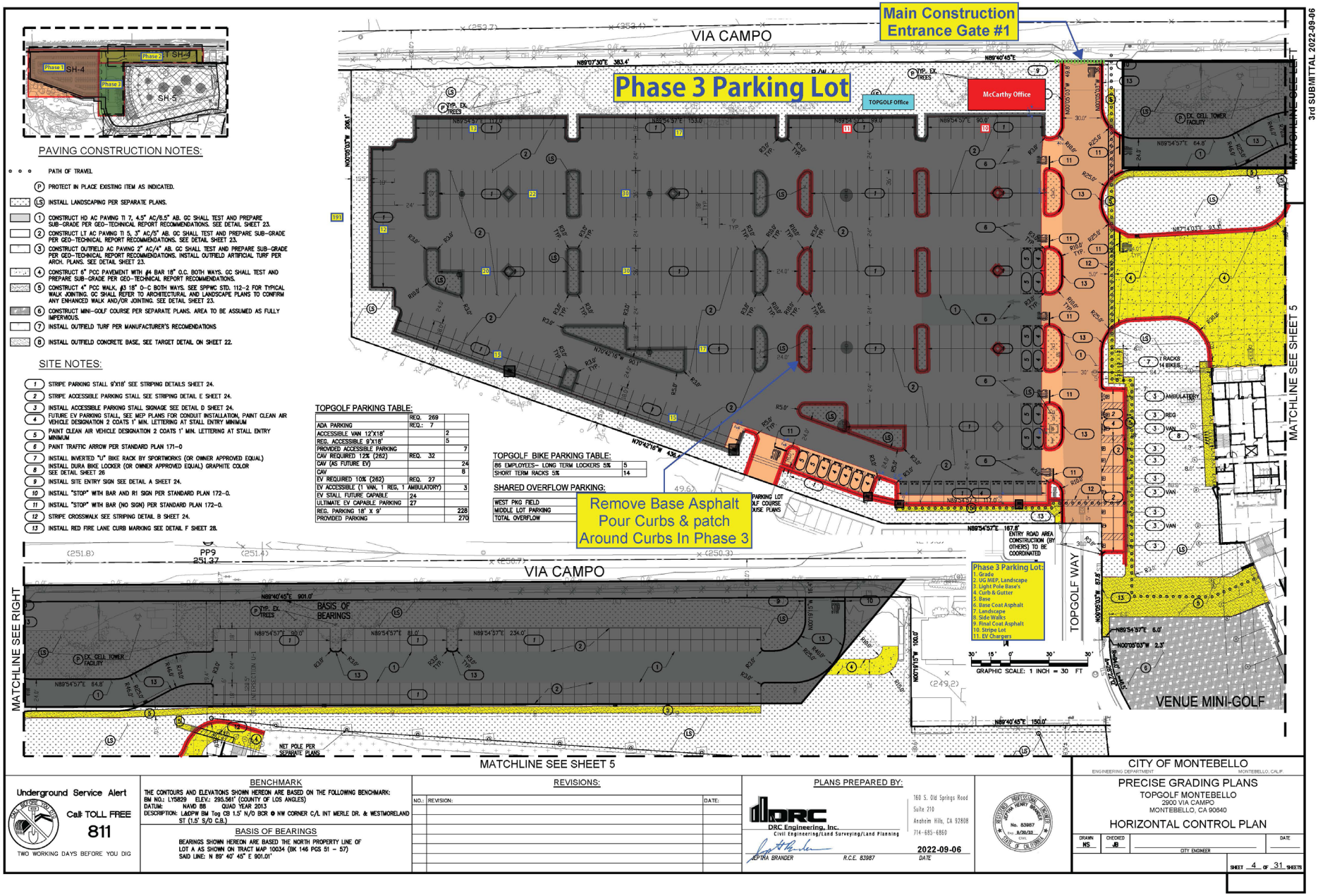
CITY OF MONTEBELLO
ENGINEERING DEPARTMENT MONTEBELLO, CALIF.

PRECISE GRADING PLANS
TOPGOLF MONTEBELLO
2900 VIA CAMPO
MONTEBELLO, CA 90640

PRECISE GRADING PLAN

DRAWN	CHECKED		DATE
NS	JB	CITY ENGINEER	

SHEET 8 OF 31 SHEETS



PAVING CONSTRUCTION NOTES:

- PATH OF TRAVEL
- (P) PROTECT IN PLACE EXISTING ITEM AS INDICATED.
- (LS) INSTALL LANDSCAPING PER SEPARATE PLANS.
- (1) CONSTRUCT HD AC PAVING TI 7, 4.5" AC/6.5" AB. GC SHALL TEST AND PREPARE SUB-GRADE PER GEO-TECHNICAL REPORT RECOMMENDATIONS. SEE DETAIL SHEET 23.
- (2) CONSTRUCT LT AC PAVING TI 5, 3" AC/5" AB. GC SHALL TEST AND PREPARE SUB-GRADE PER GEO-TECHNICAL REPORT RECOMMENDATIONS. SEE DETAIL SHEET 23.
- (3) CONSTRUCT OUTFIELD AC PAVING 2" AC/4" AB. GC SHALL TEST AND PREPARE SUB-GRADE PER GEO-TECHNICAL REPORT RECOMMENDATIONS. INSTALL OUTFIELD ARTIFICIAL TURF PER ARCH. PLANS. SEE DETAIL SHEET 23.
- (4) CONSTRUCT 6" PCC PAVEMENT WITH #4 BAR 18" O.C. BOTH WAYS. GC SHALL TEST AND PREPARE SUB-GRADE PER GEO-TECHNICAL REPORT RECOMMENDATIONS.
- (5) CONSTRUCT 4" PCC WALK, #3 18" O-C BOTH WAYS. SEE SPPWC STD. 112-2 FOR TYPICAL WALK JOINTING. GC SHALL REFER TO ARCHITECTURAL AND LANDSCAPE PLANS TO CONFIRM ANY ENHANCED WALK AND/OR JOINTING. SEE DETAIL SHEET 23.
- (6) CONSTRUCT MINI-GOLF COURSE PER SEPARATE PLANS. AREA TO BE ASSUMED AS FULLY IMPERVIOUS.
- (7) INSTALL OUTFIELD TURF PER MANUFACTURER'S RECOMENDATIONS
- (8) INSTALL OUTFIELD CONCRETE BASE, SEE TARGET DETAIL ON SHEET 22.

SITE NOTES:

1. STRIPE PARKING STALL 9'X18' SEE STRIPING DETAILS SHEET 24.
2. STRIPE ACCESSIBLE PARKING STALL SEE STRIPING DETAIL E SHEET 24.
3. INSTALL ACCESSIBLE PARKING STALL SIGNAGE SEE DETAIL D SHEET 24.
4. FUTURE EV PARKING STALL, SEE MEP PLANS FOR CONDUIT INSTALLATION, PAINT CLEAN AIR VEHICLE DESIGNATION 2 COATS 1' MIN. LETTERING AT STALL ENTRY MINIMUM
5. PAINT CLEAN AIR VEHICLE DESIGNATION 2 COATS 1' MIN. LETTERING AT STALL ENTRY MINIMUM
6. PAINT TRAFFIC ARROW PER STANDARD PLAN 171-0
7. INSTALL INVERTED "U" BIKE RACK BY SPORTWORKS (OR OWNER APPROVED EQUAL)
8. INSTALL DURA BIKE LOCKER (OR OWNER APPROVED EQUAL) GRAPHITE COLOR SEE DETAIL SHEET 26
9. INSTALL SITE ENTRY SIGN SEE DETAIL A SHEET 24.
10. INSTALL "STOP" WITH BAR AND R1 SIGN PER STANDARD PLAN 172-0.
11. INSTALL "STOP" WITH BAR (NO SIGN) PER STANDARD PLAN 172-0.
12. STRIPE CROSSWALK SEE STRIPING DETAIL B SHEET 24.
13. INSTALL RED FIRE LANE CURB MARKING SEE DETAIL F SHEET 28.

TOPGOLF PARKING TABLE:

	REQ. 269	
ADA PARKING	REQ.: 7	
ACCESSIBLE VAN 12'X18'		2
REG. ACCESSIBLE 9'X18'		5
PROVIDED ACCESSIBLE PARKING		7
CAV REQUIRED 12% (262)	REQ. 32	
CAV (AS FUTURE EV)		24
CAV		8
EV REQUIRED 10% (262)	REQ. 27	
EV ACCESSIBLE (1 VAN, 1 REG, 1 AMBULATORY)		3
EV STALL FUTURE CAPABLE	24	
ULTIMATE EV CAPABLE PARKING	27	
REG. PARKING 18' X 9'		228
PROVIDED PARKING		270

TOPGOLF BIKE PARKING TABLE:

86 EMPLOYEES- LONG TERM LOCKERS 5%	5
SHORT TERM RACKS 5%	14

SHARED OVERFLOW PARKING:

WEST PKG FIELD	PARKING LOT
MIDDLE LOT PARKING	GOLF COURSE
TOTAL OVERFLOW	USE PLANS

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REVISIONS:

NO.:	REVISION:	DATE:

PLANS PREPARED BY:

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714-685-6860

JEFFREY BRANDER R.C.E. 83987 2022-09-06 DATE

CITY OF MONTEBELLO
ENGINEERING DEPARTMENT MONTEBELLO, CALIF.

PRECISE GRADING PLANS
TOPGOLF MONTEBELLO
2900 VIA CAMPO
MONTEBELLO, CA 90640

HORIZONTAL CONTROL PLAN

DRAWN	CHECKED		DATE
NS	JB	CITY ENGINEER	

SHEET 4 OF 31 SHEETS

EXHIBIT D

Contractor's GMP
(Included within Exhibit C)

MONTEBELLO DRIVING RANGE PROJECT – TOPGOLF MONTEBELLO
(GMP Certification)

TO THE CITY OF MONTEBELLO, as "AGENCY" or "City"

In accordance with the Contract Documents, the undersigned CONTRACTOR hereby agrees to furnish all materials, equipment, tools, labor, and incidentals required for the above stated project as set forth in the Plans, Specifications, and Contract Documents therefor and to perform all work in the manner and time prescribed therein.

The undersigned CONTRACTOR declares that the Guaranteed Maximum Price established in the Contract Documents is based upon careful examination of the work site, the proposed work, Plans and Specifications, Conditions of the Contract, and all other Contract Documents, and hereby agrees to do all the work in accordance with said specifications for the amounts set forth below.

The undersigned proposes to furnish all materials, labor, and equipment required for the construction to complete the Montebello Driving Range Project – Topgolf Montebello – (CP No. XXXX) including: _____.

The Guaranteed Maximum Price is provided using a Lump Sum only.

1. LUMP SUM GURANTEED MAXIMUM PRICE (GMP):

The Guaranteed Maximum Price for the Work complete according to the Contract Documents will be:

($_____) (_____)
Lump sum GMP in figures Lump sum GMP in words

_____
Contractors' Signature Title

_____ Company Name

RECEIPT OF ALL CONTRACT DOCUMENTS IS/ARE HEREBY ACKNOWLEDGED.
Before signing the contract, the Contractor shall furnish all necessary bonds within ten (10) days after receiving the Contract notification. This GMP is based upon completing the work in _____ (_____) working days from the date of the Notice to Proceed.

After awarding the contract, the City will contact the Contractor and inform him/her to submit signed contract, and required bonds and insurances to the City within ten (10) calendar days. Upon approval of the contract by City Council, and receipt of signed Contract Documents, the City will issue the "Notice to Proceed with Construction".

_____

SIGNATURE OF CONTRACTOR _____ TEL NO. (____)_____

BUSINESS ADDRESS _____

CONTRACTOR'S LICENSE
NUMBER & EXPIRATION DATE _____

TYPE OF LICENSE _____

I declare under penalty of perjury that the foregoing is true and correct.

_____, dated this ___ day of _____, 20__.
CONTRACTOR'S SIGNATURE

EXHIBIT "E"

Payment Application

ATTACH CITY STANDARD OR AIA FORM

EXHIBIT “F”
Responsibility Matrix
(Included within Exhibit C)

Exhibit "G"

Lien Release Forms

A. Conditional Waiver and Release upon Progress Payment. Use this form when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a progress payment, and the claimant has not yet been paid. This form is useful when the claimant is not yet paid, but will be paid out of a progress payment that is not the final payment. This conditional waiver and release is only effective if the claimant is *actually paid*. This release does not cover all items.

CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

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:

(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.

Date(s) of waiver and release: _____

Amount(s) of unpaid progress payment(s): $ _____

Signatures

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

B. Unconditional Waiver and Release upon Progress Payment. Use this form when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a progress payment, and the claimant asserts in the waiver that he or she has received the progress payment. This release does not cover all items.

UNCONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Through Date: _____

Unconditional 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. The claimant has received the following progress payment: $ _____

Exceptions

This document does not affect any of the following:

(1) Retentions.

(2) Extras for which the claimant has not received payment.

(3) 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.

Signatures

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

C. Conditional Waiver and Release upon Final Payment. Use this form when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a final payment, and the claimant has not yet been paid. This release is only binding if there is evidence of payment to the claimant. Evidence of payment may be demonstrated by: (a) The claimant's endorsement on a single check or a joint check that has been paid by the bank upon which it was drawn; or (b) Written acknowledgment of payment given by the claimant.

CONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

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: $_____

Signatures

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

D. Unconditional Waiver and Release upon Final Payment. Use this form when the claimant is required to sign a waiver and release in exchange for, or in order to, induce a final payment *and* the claimant asserts in the waiver that he or she has received the final payment.

UNCONDITIONAL WAIVER AND RELEASE ON FINAL PAYMENT

NOTICE TO CLAIMANT: THIS DOCUMENT WAIVES AND RELEASES LIEN, STOP PAYMENT NOTICE, AND PAYMENT BOND RIGHTS UNCONDITIONALLY AND STATES THAT YOU HAVE BEEN PAID FOR GIVING UP THOSE RIGHTS. THIS DOCUMENT IS ENFORCEABLE AGAINST YOU IF YOU SIGN IT, EVEN IF YOU HAVE NOT BEEN PAID. IF YOU HAVE NOT BEEN PAID, USE A CONDITIONAL WAIVER AND RELEASE FORM.

Identifying Information

Name of Claimant: _____

Name of Customer: _____

Job Location: _____

Owner: _____

Unconditional Waiver and Release

This document waives and releases lien, stop payment notice, and payment bond rights the claimant has for all 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. The claimant has been paid in full.

Exceptions

This document does not affect the following:

Disputed claims for extras in the amount of: $ _____

Signatures

Claimant's Signature: _____

Claimant's Title: _____

Date of Signature: _____

ARTICLE 16 - PUBLIC WORKS DISCLOSURES AND FORMS

PART 1 - DESIGNATION OF SUBCONTRACTORS

California Public Contract Code 6109

The City of Montebello cannot permit a contractor or subcontractor who is ineligible to bid or work on, or be awarded, a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code to bid on, be awarded, or perform work as a subcontractor on, a public works project.

In compliance with the Subletting and Subcontracting Fair Practices Act (Chapter 2, commencing at Section 4100, Division 5, Title 1 of the California Public Contract Code) and any amendments thereof, the Contractor shall set forth below: (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement to be performed under this contract in an amount in excess of one-half of one percent of the contractor's GMAX, and (b) the portion of the work which will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each such portion as is defined by the prime contractor.

If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of one percent of the prime contractor's total GMAX, the prime contractor shall be deemed to have agreed that he/she is fully qualified and will perform that portion themselves.

The prime contractor shall not (a) substitute any subcontractor, (b) permit any subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, or (c) subcontract any portion of the work in excess of one-half of one percent of the prime contractor's total GMAX as to which Contractor’s original GMAX did not designate a subcontractor, except as authorized in the Subletting and Subcontracting Fair Practices Act. Subletting or subcontracting of any portion of the work in excess of one-half of one percent of the prime contractor's total GMAX as to which no subcontractor was designated in the original GMAX shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the authority awarding this contract setting forth the facts constituting the emergency or necessity.

California Public Contract Code 7104

Contractor shall, in any activity involving trenching more than four feet deep, notify the Engineer of hazardous materials, subsurface or latent physical site conditions different from those indicated and any unusual site conditions. Contractor shall, in contracts exceeding $25,000, provide detailed plans for trenches or excavations of five feet or more in depth. Cal. Lab. Code § 6705.

Bidder's List of Subcontractors

As of March 1, 2015 Contractors (and sub-contractors) wishing to perform work on public works contracts shall be registered with the State Division of Industrial Relations and certified to bid on Public Works contracts. Please register at:
https://efiling.dir.ca.gov/PWCR/ActionServlet?action=displayPWCRegistrationForm

In accordance with Title 49, Section 26.11 of the Code of Federal Regulations, and Section 4104 of the Public Contract Code of the State of California, as amended, the following information is required for each sub-contractor who will perform work amounting to more than one half of one percent (0.5%) of the Total GMAX or $10,000 (whichever is greater). **Photocopy this form for additional firms.**

Subcontractor Name and Location	Line Item # or Description of Work	Subcontract Amount	Percentage of Total GMAX	Contractor License Number / DIR Reg Number
Name: _____ City, State				
Name: _____ City, State				
Name: _____ City, State				

Name: _____ City, State				
Name: _____ City, State				
Name: _____ City, State				
Name: _____ City, State				
Name: _____ City, State				
Name: _____ City, State				

PART 2 – CONTRACTOR CERTIFICATIONS

EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION

The Contractor _____, proposed subcontractor _____, hereby certifies that he

has ___ , has not ___, participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all reports due under the applicable filling requirements.

Note: The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b) (1)), and must be submitted by contractors and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of $10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b) (1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

PUBLIC CONTRACT CODE

Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the contractor hereby declares

under penalty of perjury under the laws of the State of California that the contradctor has ___ , has not ___ been convicted within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "contractor" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The contractor must place a checkmark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Contractor Documents. Signing the Contract Documents on the signature portion thereof shall also constitute signature of this Statement. Contractors are cautioned that making a false certification may subject the certifier to criminal prosecution.

Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Contractor shall complete, under penalty of perjury, the following questionnaire:

Has the Contractor, any officer of the contractor, or any employee of the contractor who has a proprietary interest in the contractor, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes _____ No _____

If the answer is yes, explain the circumstances in the following space.

Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two-year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Contract Documents. Signing the Contract Documents on the signature portion thereof shall also constitute signature of this Statement and Questionnaire.
Contractors are cautioned that making a false certification may subject the certifier to criminal prosecution.

Non-collusion Affidavit

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the CITY MONTEBELLO
DEPARTMENT OF PUBLIC WORKS.

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the contractor declares that the GMAX is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the GMAX is genuine and not collusive or sham; that the contractor has not directly or indirectly induced or solicited any other contractor to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any contractor or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the GMAX price of the contractor or any other contractor , or to fix any overhead, profit, or cost element of the GMAX price, or of that of any other contractor, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the Contract Documents are true; and, further, that the bidder has not, directly or indirectly, submitted his or her GMAX price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Noncollusion Affidavit is part of the Contract Documents. Signing the Contract Documents on the signature portion thereof shall also constitute signature of this Noncollusion Affidavit. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

NON-COLLUSION AFFIDAVIT

The undersigned is submitting a GMAX for performing the following work by contract, being duly sworn, deposes and says:

That he/she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

_____

_____

_____

_____
(Fill in description of contract)

_____
Company

_____
Name of Contractor

_____
Signature of Bidder

_____
Business Address

_____
City State Zip Code

Subscribed and sworn to before me this _____day of _____, 20__ __.

_____ Notary
Public in and for the County of

_____, State of California.

My Commission Expires _____, 20__ __.

DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The contractor, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Contract Documents. Signing the Contract Documents on the signature portion thereof shall also constitute signature of this Certification.

NONLOBBYING CERTIFICATION
FOR FEDERAL-AID CONTRACTS

The CONTRACTOR, by signing and submitting the Contract Documents, to the best of his or her knowledge and belief, that:

(l) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in conformance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

The contractor also agrees by submitting the GMAX proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such subrecipients shall certify and disclose accordingly.

DISCLOSURE OF LOBBYING ACTIVITIES

COMPLETE THIS FORM TO DISCLOSE LOBBYING ACTIVITIES PURSUANT TO 31 U.S.C. 1352

1. Type of Federal Action: ☐
- b. grant
- c. cooperative agreement
- d. loan
- e. loan guarantee
- f. loan insurance

2. Status of Federal Action: ☐
- b. initial award
- c. post-award

3. Report Type: ☐
- b. material change

For Material Change Only:
year ____ quarter _____
date of last report _____

4. Name and Address of Reporting Entity

☐ Prime ☐ Subawardee
Tier _____, if known

Congressional District, if known

5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:

Congressional District, if known

6. Federal Department/Agency:

7. Federal Program Name/Description:

CFDA Number, if applicable _____

8. Federal Action Number, if known:

9. Award Amount, if known:

10. a. Name and Address of Lobby Entity
(If individual, last name, first name, MI)

b. Individuals Performing Services (including address if different from No. 10a)
(last name, first name, MI)

(attach Continuation Sheet(s) if necessary)

11. Amount of Payment (check all that apply)

$_____ ☐ actual ☐ planned

12. Form of Payment (check all that apply):
- ☐ a. cash
- ☐ b. in-kind; specify: nature _____ value

13. Type of Payment (check all that apply)
- ☐ a. retainer
- ☐ b. one-time fee
- ☐ c. commission
- ☐ d. contingent fee
- ☐ e deferred
- ☐ f. other, specify _____

14. Brief Description of Services Performed or to be performed and Date(s) of Service, including officer(s), employee(s), or member(s) contacted, for Payment Indicated in Item 11:

(attach Continuation Sheet(s) if necessary)

15. Continuation Sheet(s) attached: **Yes** ☐ **No** ☐

16. Information requested through this form is authorized by Title 31 U.S.C. Section 1352. This disclosure of lobbying reliance was placed by the tier above when his transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to Congress semiannually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signature: _____

Print Name: _____

Title: _____

Telephone No.: _____ Date: _____

Federal Use Only:

Authorized for Local Reproduction
Standard Form - LLL

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of covered Federal action or a material change to previous filing pursuant to title 31 U.S.C. section 1352. The filing of a form is required for such payment or agreement to make payment to lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress an officer or employee of Congress or an employee of a Member of Congress in connection with a covered Federal action. Attach a continuation sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence, the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last, previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state and zip code of the reporting entity. Include Congressional District if known. Check the appropriate classification of the reporting entity that designates if it is or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the first tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in Item 4 checks "Subawardee" then enter the full name, address, city, state and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organization level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identification in item 1 (e.g., Request for Proposal (RFP) number, Invitation for Bid (IFB) number, grant announcement number, the contract grant. or loan award number, the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitments for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influenced the covered Federal action.
    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name and Middle Initial (Ml).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment

has been made (actual) or will be made (planned). Check all boxes that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.

12. Check the appropriate box. Check all boxes that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check the appropriate box. Check all boxes that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform and the date(s) of any services rendered. Include all preparatory and related activity not just time spent in actual contact with Federal officials. Identify the Federal officer(s) or employee(s) contacted or the officer(s) employee(s) or Member(s) of Congress that were contacted.
15. Check whether or not a continuation sheet(s) is attached.
16. The certifying official shall sign and date the form, print his/her name title and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instruction, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, D.C. 20503. SF-LLL-Instructions Rev. 06-04-90«ENDIF»

CONTRACTOR'S VIOLATION OF LAW/SAFETY QUESTIONNAIRE

FOR

MONTEBELLO DRIVING RANGE PROJECT – TOPGOLF MONTEBELLO
(Owner – Construction Manager GMAX Contract)

In accordance with Government Code Section 14310.5, the CONTRACTOR shall complete, under penalty of perjury, the following questionnaire.

QUESTIONNAIRE

Has the Contractor, any officer of the bidder or any employee of the Contractor who has a proprietary interest in the Contractor ever been disqualified, removed or otherwise prevented from bidding on or completing a Federal, State or local government project because of a violation of law or a safety regulation?

Yes_____ No_____

If the answer is yes, explain the circumstances in the space provided.

EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

CONTRACTOR certifies that in all previous contracts or subcontractors, all reports which may have been due under the requirements of any AGENCY, State, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

AFFIRMATIVE ACTION CERTIFICATION

CONTRACTOR certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of the work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded thereunder. Furthermore, CONTRACTOR certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

NON-COLLUSION AFFIDAVIT

CONTRACTOR declares that the only persons or parties interested in this proposal as principals are those named herein; that no officer, agent, or employee of the AGENCY is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

CONTRACTOR'S INFORMATION

CONTRACTOR certifies that the following information is true and correct:

Contractor's Name _____

Business Address: _____

_____

Telephone _____

State Contractor's License No. and Class: _____

Original Date Issued _____ Expiration Date _____

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

_____

_____

_____

The date of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal is as follows:

_____

_____

_____

All current and prior DBA's, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

_____

_____

_____

_____

IN WITNESS WHEREOF, CONTRACTOR executes and submits this proposal with the names, title, hands, and seals of all forenamed principals this _____ day of _____, 20___.

The undersigned declares under penalty of perjury under the laws of the State of California that the representations made hereto are true and correct.

_____
Signature of Contractor's Representative

_____
Printed Name

_____
Title

Subscribed and sworn to this _____ day of _____,20_____.

NOTARY PUBLIC _____

DEPARTMENT OF INDUSTRIAL RELATIONS (DIR) CONTRACTOR REGISTRATION NUMBER FORM

Department of Industrial Relations (DIR) Contractor Registration Number

Beginning July 1, 2014, contractors must register with the Department of Industrial Relations (DIR) before bidding on public works contracts in California. For more information, please refer to this section of the Department of Industrial Relations Website: http://www.dir.ca.gov/Public-Works/PublicWorks.html.

Per this requirement, provide the following information:

_____

Contractor Name

_____

Contractor Department of Industrial Relations Registration Number:

_____

Expiration Date of Registration Number

PART 3 – BONDING REQUIREMENTS

PERFORMANCE BOND
PUBLIC WORK
(CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Principal and the City of Montebello ("Obligee") have entered into a written Agreement, hereinafter called the Agreement, a copy of which is or may be attached hereto, dated the _____ day of _____, _____ referred to and made a part hereof for _____ and all appurtenant work in accordance with Project No. _____, which agreement requires the Principal to provide Obligee with this bond.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, in the sum of _____ Dollars ($_____), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:
_____
_____
_____

The address at which the Principal may be served with notices, papers and other documents is:
_____
_____
_____

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its SUB-CONTRACTORs shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Agreement, and during the life of any guaranty required under the Agreement, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Agreement that may hereafter be made, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same 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 agreement or to the work or to the specifications.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Faithful Performance Bond are true and correct, and that I have been duly authorized to sign this Faithful Performance Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND –

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

_____
City Attorney

Labor and Materials Payment Bond
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, as Principal, has entered into an Agreement dated _____, _____, (the "Agreement") with the City of _____ (Obligee) referred to and made a part hereof to perform the following work of public improvement, to wit:

_____

_____

_____and all appurtenant work in accordance with the plans and specifications for Project No._____, which requires Principal to file this bond to secure claims made under Civil Code Sections 9550-9554..

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, and all SUB-CONTRACTORs, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars ($_____), lawful money of the United States of America, which is 100% of the amount of the Agreement, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

_____

_____

_____

The address at which the Principal may be served with notices, papers and other documents is:

_____

_____

_____

If the above bounden Principal, his or its heirs, executors, administrators, successors, assigns, or any of his or its SUB-CONTRACTORs, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work agreed to be done, or for any work or labor to persons named in Section 9100 of the Civil Code, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Agreement, or for any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and SUB-CONTRACTORs pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the Surety shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any Agreement, plans, specifications,

or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, 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 of work of improvement, nor by any rescission or attempted rescission of the Agreement, 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 Agreement or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations named in Civil Code Section 9100 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 3, Chapter 5, Payment Bond, commencing with Section 9550 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Labor and Materials Payment Bond are true and correct, and that I have been duly authorized to sign this Labor and Materials Payment Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND –

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

_____
City Attorney

Warranty Bond
PUBLIC WORKS (CALIFORNIA)

WHEREAS, the City Council of the City of _____, State of California, and _____, (hereinafter designated as "Principal") have entered into a written Agreement (the "Agreement") dated _____ whereby Principal agrees to install and complete certain designated public improvements, which Agreement is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the guarantee and warranty of the work for a period of one (1) year following the completion and acceptance thereof against any defective work or labor done or defective materials furnished.

NOW, THEREFORE, we, the Principal and _____ _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held and firmly bound unto the City of _____, (hereinafter called "City"), in the penal sum of _____Dollars, ($_____) lawful money of the United States, which is 50% of the amount of the Agreement, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:
_____
_____
_____

The address at which the Principal may be served with notices, papers and other documents is:
_____
_____
_____

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CITY, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney’s fees, incurred by the CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise 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 Agreement or to the work or to the specifications.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Warranty Bond are true and correct, and that I have been duly authorized to sign this Warranty Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____ _____ , State of California.

--OR--

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND –

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

_____
City Attorney

I declare under penalty of perjury under the laws of the State of California that the contents of the above Labor and Materials Payment Bond are true and correct, and that I have been duly authorized to sign

this Labor and Materials Payment Bond on behalf of Surety. This Declaration is signed on _____ _____, in the City of _____, State of California.

--OR--

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND –

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

_____
City Attorney

RESOLUTION NO. 22-84

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF MONTEBELLO, CALIFORNIA, AUTHORIZING SOLE SOURCE PROCUREMENT FOR THE AWARD OF CONSTRUCTON CONTRACTS FOR THE PROPOSED MONTEBELLO GOLF COURSE DRIVING RANGE PROJECT, AND MAKING CERTAIN FINDINGS AND DETERMINATIONS IN CONNECTION THEREWITH

WHEREAS, the City of Montebello ("City") is the owner in fee simple of that certain parcel of real property comprised of approximately 118 acres and located at 988 Via San Clemente, City of Montebello, California (the "Golf Course");

WHEREAS, the Golf Course was acquired by the City for "public golf course purposes" by way of a quitclaim deed dated November 12, 1941, as further evidenced by Resolution No. 1026 of the City Council adopted on December 1, 1941, accepting the quitclaim deed for such public purposes, and the Golf Course has since proudly served patrons for decades and remains an important amenity for residents and visitors;

WHEREAS, the Golf Course presently offers an 18-hole public championship course, driving range, and related golf amenities that were last remolded in 1999 and that, due to the passage of time, are now in need of significant upgrades and modernization;

WHEREAS, by way of that certain "Initial Study and Mitigated Negative Declaration for the Montebello Golf Couse Driving Range Relocation Project," dated December 12, 2019 (the "MND"), the City has analyzed the feasibility and potential environmental impacts of implementing a driving range modernization and relocation project (the "Project") on a portion of the Golf Course anticipated to be incorporated into a redesign and rehabilitation of the remainder of the Golf Course;

WHEREAS, the City has approved finding to finance the Project in the form lease revenue bonds ("Bonds") issued by the Montebello Public Financing Authority ("Authority"), and because the City lacks the specialized knowledge and experience needed to design and operate the Project, the City has approved a lease agreement with Topgolf USA, MB ("Lessee") for Lessee's provision of proprietary design expertise and support in connection with the City's design and construction of the Project, and following construction for Lessee's operation of the Project for the lease term, and rent payments paid by Lessee being used to pay all costs of the Project and bonds;

WHEREAS, in anticipation of contracting for the professional and construction services necessary to develop the Project, the City has reviewed the laws and regulations governing the solicitation, procurement and contracting of such services for purposes of identifying the mechanism that best serves to advance the City's goals and public interest;

WHEREAS, the legislative purpose of the Public Contract Code's competitive

bidding requirements is to guard against favoritism, improvidence, extravagance, fraud and corruption in the awarding of public contracts, and ultimately to deliver a quality project to the public for a reasonable price, but California law recognizes exceptions and limitations to bidding requirements in circumstances where bidding would work an incongruity and not impact the final result, would not produce and advantage, or where it is practically impossible to obtain the goods, services, or product requested by the agency from another source (see, e.g. *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631);

WHEREAS, the Project will be complex and multi-faceted from a construction standpoint, as the proposed facility is unique and implicates a variety of proprietary design and construction-related disciplines, and there are few competitors that operate similar driving range entertainment facilities which means that few design and construction professionals that have actual experience in the design and development of venues similar to the proposed Project;

WHEREAS, based on these factors, and after consideration of the staff report, legal opinions, presentations, public comments, and other evidence submitted in connection with this matter, the City Council finds it appropriate to adopt this Resolution setting forth the facts and findings justifying the waiving of competitive bidding and the awarding of a contract for the design and construction of the Project.

NOW, THEREFORE, THE CITY COUNCIL FOR THE CITY OF MONTEBELLO HEREBY FIND, DECLARE AND RESOLVE AS FOLLOWS:

SECTION 1. Based upon the staff report, legal opinions, presentations, public comments, and other substantial evidence submitted in connection with this matter, the City Council finds and declares that the foregoing recitals are true and correct and incorporated into this Resolution as a material part hereof; and based upon such matters, the City Council makes the additional factual findings and declarations set forth below.

SECTION 2. In consideration of the facts and circumstances set forth in this Resolution and the substantial evidence referenced above, the City Council hereby finds and declares that the solicitation for competitive bids or proposals for the work of constructing and providing professional management and design services relating to the Project would be undesirable, impractical, or impossible, and would be contrary to the legislative objectives for requiring competitive bidding because it would not impact the final result under the circumstances presented, would not produce any advantage to the public or the only qualified contractor, and it is practically impossible for the City to obtain the necessary services of comparable quality from an alternative source.

SECTION 3. The City Council approves the plans and specifications for the Project as are on file in the office of the City Engineer, with the final version being most recently stamped as approved by the City Engineer.

SECTION 4. The City Council hereby waives competitive bidding and approves a contract with McCarthy Building Companies for construction and professional construction management and design services for the Project in the form substantially submitted herewith ("Construction Agreement"), with the guaranteed maximum price of the Construction Agreement not to exceed the net construction proceeds of the Series 2022B Bonds that were issued for the Project ("GMP"). The City Manager is authorized to make necessary non-monetary changes to the Construction Contract within the GMP, and the City Manager is authorized to execute the Construction Contract on behalf of the City in a form approved by the City Attorney.

SECTION 5. CEQA. The City has analyzed the reasonably foreseeable environmental impacts of the Project pursuant to the requirements of the California Environmental Quality Act ("CEQA") by way of that certain "Initial Study and Mitigated Negative Declaration for the Montebello Golf Couse Driving Range Relocation Project," dated December 12, 2019 (the "MND"). The MND concluded that, with mitigation, the Project would not result in any significant negative impacts to the environment, and the MND was approved by way of Planning Commission Resolution No. 6-22 in the manner required by CEQA, and a notice of determination was timely posted and published in the manner required by law. The Construction Contract merely implements the Project as previously analyzed. The City Council approves a Notice of Exemption therefor and authorizes the City Clerk to file the Notice of Exemption with Los Angeles Registrar-Recorder.

SECTION 6. The City Clerk shall certify to the passage and adoption of this resolution, which shall become effective immediately upon adoption. This Resolution shall repeal, replace, and supersede Resolution No. 21-94 approved on November 10, 2021.

APPROVED AND ADOPTED this 10th day of November 2022.

_____
Kimberly A. Cobos-Cawthorne, Mayor

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM:

_____
Arnold M. Alvarez-Glasman, City Attorney

STATE OF CALIFORNIA)
COUNTY OF LOS ANGELES) SS:
CITY OF MONTEBELLO)

I, Christopher Jimenez, City Clerk of the City of Montebello, County of Los Angeles, State of California, hereby certify that the foregoing Resolution No. 22-84 was passed and adopted by the City Council of the City of Montebello, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the 10th day of November 2022 and that said Resolution was adopted by the following vote, to-wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

The undersigned, City Clerk of the City of Montebello, does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of said City which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

DATE: _____ _____
Christopher Jimenez, City Clerk

CITY OF MONTEBELLO

TO: Honorable Mayor and Members of the City Council
Honorable Chair and Members of the Financing Authority Governing Board

FROM: René Bobadilla, P.E., City Manager/Executive Director
Arnold M. Alvarez-Glasman, City Attorney / Authority Counsel

BY: Arnold M. Alvarez-Glasman, City Attorney
Christopher G. Cardinale, Senior Partner

SUBJECT: **Sole Source Justification for Construction Contract with McCarthy Building Companies *for the Montebello Topgolf Facility***

DATE: **October 12, 2022**

EXECUTIVE SUMMARY

In connection with the complete redesign and rehabilitation of the existing Montebello Golf Course ("Golf Course" or "Course"), the City is considering a partnership with Topgolf USA ("Topgolf") to develop and operate a three (3)-story driving range and entertainment facility on a portion of the existing Course. If approved by the Montebello City Council ("City Council") and the governing board of the Montebello Public Financing Authority ("PFA"), construction of the facility will be financed by lease revenue bonds issued by the PFA, and after construction the facility will be operated by Topgolf under a lease agreement with the City.

The project is complex from a design and construction standpoint. Given the various public investments that hinge on success of the project, and the fact that McCarthy Building Companies is the only available design-build contractor with experience on similar projects, staff believes the City Council has the authority to award a "design-build" contract to McCarthy without competitive bidding.

PROJECT BACKGROUND

The City has owned and operated the Montebello Golf Course for nearly 100 years. The eighteen (18)-hole championship course covers approximately 120 acres and is located adjacent to the State Route 60 Freeway ("SR 60") at 901 Via San Clemente, City of Montebello. The Course is located just minutes from Downtown Los Angeles, is an important recreation amenity to the community, and is integral to success of the other City-owned facilities located on the "Golf Course Campus."[1]

Unfortunately, however, the Golf Course was last remolded in 1999 and lacks many of the modern upgrades, facilities, and amenities patrons have come to expect from competing courses in the region. As a partial result, the Golf Couse has operated at a deficit for the past several years which has required the City's General Fund to subsidize millions in operating and maintenance

[1] These City-owned facilities include the Quiet Cannon Conference Center, the Montebello Hilton Garden Inn, and the Montebello Home2Suites Hotel.

costs. Though recent operational changes made by the City have narrowed projected future deficits, the revenues generated by the Course remain short of those needed to finance the significant capital improvement and deferred maintenance needs of the Course. The insolvency of the Golf Course was significantly featured in a 2018 State Audit of the City's finances, and the State Auditor recommended the City take action to terminate its ongoing reliance on the General Fund.

Facing these circumstances, the City spent significant time and effort analyzing options for reversing cash flow trends of the Golf Course while maintaining the recreational amenity for the community. The result of these efforts is a proposal to completely redesign and rehabilitate the existing Course with a two (2)-part development: (1) construction and operation of a new driving range and entertainment complex on 18-acres of the existing Course (the "Driving Range Project"); and (2) redesign of the remaining Course with a new 9-hole golf course with improved amenities and features ("New Course Project"). The two (2) adjacent projects will be separately financed and operated but have common elements: they are similar in financing structure, their operations are expected to be complimentary, and the projects will share in the use and cost of certain infrastructure and utilities.

More specifically, the New Course Project will be financed with lease revenue bonds issued in partnership with the PFA; which were approved in a joint meeting of the City Council and PFA on September 14, 2022 (the "New Course Bonds"). Debt service on the New Course Bonds will be paid in the form of rent payments made by the City in exchange for the right to operate the New Course following construction.

Though the City has experience operating golf courses, early in the planning process the City realized that it lacked the requisite knowledge and experience needed to successfully design and operate the Driving Range Facility. Accordingly, the City sought interest from industry professionals and quickly identified Topgolf USA as the leader in the market. After lengthy negotiations the parties reached an agreement on the terms and conditions by which Topgolf will operate the Driving Range Project under a lease agreement with the City ("Topgolf Lease").

The Driving Range Project is expected to be financed by means similar to the New Course: lease-revenue bonds issued by the PFA will finance construction ("Driving Range Bonds"), and Topgolf will operate the completed project pursuant to the Topgolf Lease. The Topgolf Lease will remain in effect for at least 20 years (a period of time equal to debt service on the Driving Range Bonds), and rent paid by Topgolf will be used to make bond payments. In addition, Topgolf will issue a corporate financial guarantee for all rent due during the minimum 20-year term, and all construction and bond costs – plus the fair market value of the leased area – will be paid by Topgolf under the terms of the Topgolf Lease.

Though separately financed and operated, the two (2) projects are not being pursued in isolation. As explained in the agenda report for the New Course Bonds, the City expects base rent payments paid by Topgolf under the Topgolf Lease, together with new tax revenues generated by its operation of the Driving Range Project, to more than cover debt service on the New Course Bonds. Additionally, the two (2) projects allow the City to retain the Golf Course as a recreational and entertainment amenity for the community in a manner that creates positive cash-flow expectations, and is expected to increase demand and usage of the adjacent City-owned hotels and conference center. In these ways, among others, success and viability of the two projects are linked with broad public and financial interests, and are expected to create new local jobs and recreational opportunities benefiting the community for years to come.

THE DRIVING RANGE FACILITY

Topgolf's experience and capacity to operate the Driving Range Project is well-established. Topgolf is a global sports entertainment company headquartered in Dallas, Texas, and is the industry leader in the driving range entertainment industry. It currently operates more than seventy (70) proprietary locations throughout the United States with other locations in the United Kingdom, Australia, Mexico, and Dubai. Topgolf venues feature climate-controlled hitting bays for year-round play, food, beverage, music and HDTVs on which various sports games are shown (*e.g*. football, basketball and golf), and proprietary technology that tracks play and provides interactive gaming. Topgolf facilities also offer golf lessons, leagues, and tournaments, and their venues are popular hosts for concerts, corporate and social events.

Because the Driving Range Project will be initially operated by Topgolf, it will be designed and operated as a prototypical Topgolf venue. Based on the most recent plans and specifications, the project will include (among other amenities): a three-story high-tech and climate-controlled driving range complex with approximately 102 hitting bays; a 215-yard "outfield" with 11 in-ground targets, technology, and infrastructure that are proprietary to Topgolf; state-of-the-art kitchens with capacity to serve a complete food and beverage menu to all hitting bays and guests of the numerous restaurant and bar areas available to the public generally; indoor and outdoor seating for patrons; themed and golf-related retail sales; private and corporate event hosting and office space; and new surface parking offering between 450 and 500 spaces. In addition, and unique to Topgolf Montebello, the facility will include an adjacent miniature golf course designed and operated under the Topgolf brand.

The Driving Range Project will be complex and multi-faceted from a construction standpoint, as it implicates a variety of design and construction-related disciplines. There are also very few competitors in this market sector, meaning few design professionals or general contractors have experience developing like-facilities. As an example there are currently more than seventy (70) Topgolf venues operating in the United States, and more than sixty-five (65) of them were designed and constructed by *ARCO/Murray Design Build* ("ARCO / Murray"). Based on representations provided by Topgolf, the facilities designed or developed by other contractors all experienced cost overruns, scheduling delays, or quality control issues resulting from the lack of experience on similar projects.

OPTIONS FOR CONTRACTING THE DESIGN AND CONSTRUCTION OF THE DRIVING RANGE FACILITY

Given the significance of the Driving Range Facility to the success of the adjoining projects, and its unique design / construction challenges, staff carefully scrutinized the options for contracting for its design and construction in a manner consistent with California law.

The Driving Range Project is a "public project" within the meaning of California's Public Contract Code ("PCC"),[2] which means any contracts awarded by the City for its construction must generally be awarded to the "lowest responsible bidder" after a sealed competitive bidding process.[3] A "responsible bidder" in this context is a contractor that is able to perform the contract if awarded, meaning a bidder's proposal must demonstrate the appropriate licenses, skills, quality, capacity,

[2] Public Contracts Code § 20161 defines a "public project" with reference to various categories including "project(s) for the erection, improvement, painting, or repair of buildings and works. The Driving Range Project will be developed on City-owned property, will be financed with the proceeds of bonds issued by the Authority, and following construction will be owned by the City.
[3] Public Contracts Code § 20162.

and experience to perform the contracted work.[4] To ensure bidders are responsible, cities may require prospective bidders submit to a prequalification or screening process before they are qualified to submit a bid for the scope of work;[5] or alternatively, require that qualified bidders have developed a specified number of similar projects in the recent-past to demonstrate competence and capacity.

The Public Contract Code also allows cities to utilize the "design-build" process to complete public works projects by a process that allows cities to contract with a single firm for both the design and construction of the work of public improvement.[6] The "design build" process may be utilized to develop public buildings, improvements, and parks and recreational facilities,[7] and gives cities broader discretion to select among potential contractors. Indeed only three (3) specific evaluation criteria must be considered in the aggregate when selecting among design-build contractors: (1) price, unless a stipulated sum is specified; (2) technical design and construction expertise; and (3) life-cycle costs over fifteen (15) or more years.[8] An agency's organizational conflict-of-interest policy must be applied to design-build contractors,[9] meaning firms that assist an agency with initial planning or development of a project are prohibited from competing for the ensuing construction contract if the firm either has a competitive advantage over other proposers, or if its prior involvement would impair the firm's objectivity.[10]

Though competitive bidding for public works contracts is the statutory norm, there are several well-established exceptions. As relevant here, these exceptions excuse competitive bidding where the nature of the contract is such that competitive proposals would be unavailing or would not produce an advantage, and accordingly the use of a competitive bidding process would be undesirable, impractical, or impossible.[11] This exception is clearly established in California laws and is founded in the legislative objectives for requiring competitive bidding for public projects in the first place: to prevent the waste of public funds, obtain the best economic result for the public, and guard against favoritism, improvidence, extravagance, fraud and corruption.[12] California courts have recognized that these legislative goals are not advanced – and thus competitive bidding is not required – in circumstances where bidding would work an incongruity and not impact the final result, would not produce any advantage, or where it is practically impossible to obtain the goods, services or product required by the agency from alternative sources.[13]

This "sole source" exception to competitive bidding requirements has been recognized in a variety of circumstances relevant here, including: the purchase of services and products or the construction of public improvements where no advantage would result from competitive bidding; contracts for personal services that depend upon a peculiar skill or ability; contracts for experimental or unique products and/or services; and contracts for the acquisition or disposition of property for a particular use or with a special value to one person.[14]

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[4] *Id*. at § 1103.
[5] *Id*. at § 20101. See also Cal. Labor Commissioner's Model Questionnaire for Prequalification of Contractors on Public Works Projects.
[6] *Id*. at §§ 22160-22169.
[7] *Id*. at §§ 22161(b); 22162(a).
[8] *Id*. at § 22164(f).
[9] *Id*. at § 22162(c).
[10] This rule stems from, *inter alia*, Government Code § 1090 as applied to consultants that contract with a public agency.
[11] *Graydon v. Pasadena Redevelopment Agency* (1980) 104 Cal.App.3d 631, 636.
[12] *Id*. at 636.
[13] *Id*. at 636, 637.
[14] *Ibid*.; see also *Los Angeles Gas & Electric Corporation v. Los Angeles* (1920) 188 Cal. 307 (sole source for electrical power); *Los Angeles Dredging Company v. Long Beach* (1930) 210 Cal. 348 [sole source when dredging pipes could only be rerouted by the onsite dredging company]; *Hodgeman v. City of San Diego* (1942) 53 Cal.App.2d 610 [sole source for a parking meter]; *County of Riverside v. Whitlock* (1972) 22 Cal.App.3d 863 [public utility]; *Domar Electric, Inc. v. City of Los Angeles* (1994) 9 Cal.4th 161 [competitive bidding requirements for school districts are strictly

Another exception to competitive bidding requirements applies to professional services agreements; which must be awarded based on demonstrated competence and capacity to perform the services required.[15] What qualifies as a "professional service" is not strictly defined by the legislature, but is generally understood as applying to areas requiring specialized knowledge, training, or skill, usually of a mental or intellectual nature; and does not always require a specialized license or certification.[16] The "professional services" exemption gives local agencies the ability to enter into contracts for services which require a specialized level of skill, knowledge, and training, especially in instances where awarding such a contract to the lowest bidder could produce undesirable results.[17]

AWARDING A "SOLE SOURCE" OR "PROFESSIONAL SERVICES" CONTRACT FOR DEVELOPMENT OF THE DRIVING RANGE PROJECT

Applying the above-concepts to the Driving Range Project leads staff to conclude that awarding a contractor for the design and construction of the Driving Range Project on the basis of a "sole source" or "professional services" determination is justified.

The City Council agreed with this determination when it adopted Resolution No. 21-94 on November 10, 2021, finding that, based on its significant experience designing and developing nearly all Topgolf venues in the domestic Unites States, awarding a "sole source" contract to ARCO / Murray for design and construction of the project was appropriate. Since that time, ARCO / Murray has diligently proceeded to finalize design, plans and specifications for the Driving Range Facility ("Plans and Specifications").

Subsequent to the City Council's sole source determination, however, the City has recently learned that ARCO / Murray is no longer available to proceed with constructing the project. Instead, ARCO / Murray has proposed, with Topgolf's consent, to transfer the Plans and Specifications to McCarthy Building Companies of Newport Beach, California ("McCarthy"); after which ARCO / Murray would withdraw from the project and McCarthy would proceed its construction.

McCarthy Building Companies was established in 1864 and is one of the largest and most active contractors in the United States with 17 regional offices; and with clear demonstrated professional and financial capacity to complete the project. After ARCO / Murray, McCarthy is also the next most experienced contractor in the United States on Topgolf venues, and in recent months completed construction of Topgolf's new location in the City of El Segundo. This project was completed on-time, within budget, and shares many similarities with Montebello's Driving Range Project including market region, size, building type, and close proximity to an operating golf course.

Based on these facts and circumstances, and for reasons similar to the City Council's previous "sole source" determination on this project, staff believes that awarding a contract to McCarthy

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constructed by the courts, but they should not be applied to "deny the public entity's authority to deal with problems in a sensible, practical way."].)

[15] The City has broad discretion to contract for professional design support and proprietary professional operating services through its power to award professional services contracts based on demonstrated capacity and experience, or through its authority to lease city-owned property for recreational or other legitimate purposes. (Gov't Code §§ 4526, 37103, 53060; *Carruth v. City of Madera* (1965) 233 Cal.App.2d. 688; *Hubbard v. City of San Diego* (1976) 55 Cal.Appl.2d 380; Cal. Const. art XI, § 5; Gov't Code § 37396(a) [recreational leases].)

[16] *Fair Education Santa Barbara v. Santa Barbara Unified* (2021) 72 Cal.App.5th 884, 898.

[17] *Id*. at 899.

for design and construction of the Driving Range Project is consistent with appliable law and in the best interests of the City. Specifically:

- Using the standard sealed competitive bidding process to select a general contractor for the project would be unavailing, as ARCO/Murray is unavailable to construct the project, and McCarthy is the only other contractor with the experience needed to satisfy the "responsible bidder" threshold, having recently completed a similar facility on-time and on-budget. The size, scale, and complexity of the Driving Range Project justifies the City imposing a requirement that qualified contractors have past recent experience on similar projects.

- The statutory "design build" contract award process would lead to the same result: McCarthy is the only contractor, aside from ARCO / Murray, with the necessary technical design and construction experience on similar projects, and thus has an insurmountable experiential advantage when it comes to selecting among candidates for a design-build contract for the Driving Range Project. Similarly, awarding McCarthy a contract for all design and construction work would not create an unfair competitive advantage over other proposers as they are the only contractor with the requisite knowledge and experience to perform the required scope of work; and in fact recently completed a very similar project in El Segundo.

- The complexity, uniqueness, nature, and size of the Driving Range Project render its design and construction far-more complex than a standard public work of improvement, and on the whole are sufficiently unique and special that the City is unable to obtain them from alternative public sources. In such circumstances where the nature of a contract is that competitive proposals would not produce an advantage; the City is free to contract with the most experienced and qualified source for those services.

- Given the various considerations relaying on the long-term success of the Driving Range Project, including the City's other investments in the vicinity, the public has a greater interest in ensuring the project is designed and constructed in a high-quality matter, on time and on budget, than the public does in making sure the project is completed for the lowest possible price. In such circumstances, the public interest is not favored by competitive bidding and the City may award to the most qualified and responsible contractor.

- Soliciting competitive proposals for construction of the Driving Range Project would result in a number of undesirable results including the unnecessary waste of time and resources, increased risk of contracting with parties lacking the capacity to perform the work, increased potential for cost overruns and time delays, and the potential breach of third-party agreements relating to financing, construction and operation of the projects. Competitive bidding would also be fruitless under the circumstances as it would not impact the final result of the bidding process, as McCarthy is the only available contractor with demonstrated relevant experience on similar projects, the only contractor authorized to receive and use the Plans and Specifications, and it is impossible for the City to acquire similar services from a different service provider.

As a final consideration, staff notes that no public funds will ultimately be applied to design, construction, or operation of the Driving Range Facility. Though the transaction documents have not been approved by the City Council or PFA, the Sublease is structured such that during the term of the Sublease, Topgolf pays any and all costs of design and construction of the facility, as well as any interest or cost of issuance associated with the Driving Range Bonds. Under similar

circumstances, courts have recently deemed competitive bidding requirements of the public contracts code inapplicable.[18]

McCarthy is also clearly qualified to perform the scope of work, has served clients from coast-to-coast in a wide array of industries and has an in-house team of expert engineers, project managers, superintendents, modelers, and architects. McCarthy will provide a "not to exceed" price for comprehensive design build services related to the Driving Range Project, which staff will review in context of market norms for like professional services and projects of analogous scope and complexity, and the contract and cost thereof would be subject to the future approval and discretion of the City Council.

In consideration of the foregoing, staff believes that the City would be justified awarding a "sole source" contract to McCarthy Building Companies for design and construction work needed for the Driving Range Project.

CONCLUDING REMARKS

In the event the City Council desires to proceed with the award of a contract to McCarthy Building Companies and waive competitive bidding requirements, staff recommends the City Council adopt a resolution setting forth the facts, findings and circumstances justifying the determination in connection with the contract award.

[18] *SG Blocks, Inc. v. Hola Community Partners*, 521 F.Supp.3d 881 (C.D. Cal. 2021).

ITEM # 3

CITY OF MONTEBELLO
SPECIAL CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: James Enriquez, Director of Public Works

SUBJECT: **AWARD OF CONSTRUCTION CONTRACT - MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT PHASE 2 (CP NO. 894-2)**

DATE: November 2, 2022

RECOMMENDATION(S):

It is recommended that the City Council and Public Financing Authority:

1. Award a construction contract for the Montebello Municipal Golf Course Renovation Project Phase 2 (CP No. 894-2) in the amount of $9,664,658 to American Landscape, Inc.; and
2. Authorize the Director of Public Works to review and approve change orders within a five percent (5%) contingency of the contract amount; and
3. Authorize the City Manager to execute the Contract Agreement on behalf of the City; and
4. Approve the updated Total Project Budget (Attachment A); and
5. Approve the Notice of Exemption (Attachment D) for the subject project and authorize the City Clerk to file the Notice of Exemption with Los Angeles Registrar-Recorder; and
6. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

On September 14, 2022, the City Council authorized the sale of lease revenue bonds (Series 2022A) in an amount not-to-exceed $16.5 million to fund the design and construction of the Golf Course Renovation Project. The recommended agreement is a

project expense and will be paid from bond proceeds.

Staff will create a separate capital project fund to track design and construction costs related to the Golf Course Renovation Project, as well as the bond proceeds recognized as revenue. The bonds were priced and sold the last week of September 2022. Project funds will be made available through the trustee (i.e., BNY Mellon Bank) and bond proceeds will be used to reimburse the City for related architectural, engineering, design and construction costs for this project (i.e., soft and hard costs).

Subsequent actions will be presented to the City Council to appropriate funds for this capital project in a newly created capital project fund. No budget amendment is necessary at this time. Details on project costs can be found in the Total Project Budget, Attachment A.

BACKGROUND/DISCUSSION:

The City Council approved a Sublessee Development and Participation Agreement with Topgolf on March 24, 2021 for the Driving Range Relocation Project ("DRR Project"). The DRR Project is adjacent to the Montebello Municipal Golf Course Renovation Project ("GCR Project") and is located along the Via Campo frontage of the golf course campus.

The GCR Project proposes to renovate a portion of the existing Montebello Municipal Golf Course property located immediately south of the DRR Project and northwest of the Quiet Cannon event center. The GCR project area is approximately 72.5 acres of the golf course campus. The proposed project will replace the existing 18-hole golf course with a new and modern first-class championship golf course complex that will complement the adjacent Topgolf facility and existing hotels and Quiet Cannon event center. The project will include a new 9-hole championship golf course with a new club house and putting green complex and a new 6-hole (10-hole at night) Par 3 golf course with lights.

The construction of the Golf Course Renovation Project will be phased as follows:

- Phase 1 – Golf course rough site work construction (Civil Contractor) including rough grading, underground and utilities construction, pavement and concrete flatwork;
- Phase 2 – Golf course construction (Golf Course Contractor) including finished grading, construction of golf course features (i.e. tee boxes, fairways, greens and sand traps), turf and landscaping; and
- Phase 3 – Clubhouse construction.

On August 1, 2022, the City Council authorized the publishing of the Notice Inviting Bids for all three phases.

Construction of golf courses is a specialized construction market with a limited number of experienced golf course construction contractors. Therefore, the bidding for Phase 2

utilized a contractor pre-qualification process in accordance with California Public Contract Code Section 20101 (enacted into law by Assembly Bill 574 in 1999) in order to ensure the low bidder would have adequate experience in golf course construction and the financial resources for a contract of this magnitude. On August 4, 2022, a Request for Contractor Prequalification (RFCP) was issued. The RFCP was developed based on the California Labor Commissioner's Model Questionnaire (March 2019 revision) and was tailored for this project. On August 11, 2022 a mandatory virtual pre-proposal meeting was held and on August 30, 2022 the City received three (3) prequalification proposals in response to the RFCP from: 1) Marina Landscape, Inc.; 2) American Landscape, Inc.; and 3) Frontier Construction Company dba Frontier Golf. Staff scored the proposals and two potential bidders were determined to meet the qualifications including American Landscape, Inc. and Frontier Golf.

The Notice Inviting Bids was distributed to the prequalified bidders on September 27, 2022, in accordance with the CA Public Contract Code. The notice, plans and specifications were also posted on Planet Bids through the City of Montebello's Website, per the City's municipal code, Chapter 3.20 et al, with bid submittal restricted to prequalified bidders.

On October 28, 2022 at 10:00 AM, ONE (1) bid was received and opened publicly, as follows:

American Landscape, Inc.	$ 9,664,658

The bid from American Landscape, Inc. was analyzed and determined to be a responsive and responsible bid. Award of a construction contract to American Landscape, Inc. in the amount of $9,664,658 is recommended.

The anticipated project schedule is as follows:

Award of Contract	November 2, 2022
Start Construction	November 2022
Complete Construction	November 2023

Construction management and inspection for all phases will be performed by AIM Consulting Services, one of the City's as-needed construction management/inspection consultants.

ENVIRONMENTAL IMPACT:

Pursuant to the California Environmental Quality Act (CEQA) Guidelines Section 15301, the recommended improvements are categorically exempt under Class 1(c) for existing facilities. Under CEQA, a project is exempt if the scope of work is limited to the repair, maintenance, and minor alterations of an existing facility and involves negligible or no expansion of the existing or former use. The project does not change the existing use as a golf course and, furthermore, that use is actually reduced since the project will replace an 18-hole golf course with a 9-hole golf course and a smaller 6-hole par 3 golf

course.

ANALYSIS:

In light of the volatility of the construction market in the past few years due to inflation and other pandemic-related supply chain issues, a specialized construction estimating firm, Elkin Construction Services (ECS) was included in the design team of consultants to provide independent and detailed construction estimates for the project. ECS provides current material and labor pricing that reflect current market conditions so that escalation in bid prices from previous project estimates can be identified and used to evaluate bids received.

ECS prepared an estimate from the bid set of plans and priced the Phase 2 bid at $9,875,856 verifying that the bid from American Landscape, Inc. is within the expected market value of the work. Therefore, although American Landscape, Inc. was the only bid received, rebidding the project is not anticipated to result in a substantially lower bid. In fact, rebidding will not only result in additional administrative costs for the project as well as increased costs from additional price escalation, which will likely delay the completion of the work beyond the grass growing season. Delay beyond the grass growing season will likely require considerable additional costs for sod in-lieu of grass sprigging in order to meet the scheduled grand opening of the TopGolf facility (December, 2023).

The Total Project Budget (TPB) is included in Attachment A. The total amount budgeted and previously approved for this project is $20,300,000. A summary of the projected cost is included in the TPB and there are sufficient project funds available for the recommended agreement with American Landscape, Inc.

SUMMARY:

Upon approval of the recommended actions, staff will execute the contract agreement with American Landscape, Inc. and coordinate the completion of the Project.

ATTACHMENT(S)

1. Attachment A - Total Project Budget
2. Attachment B - Agreement No. 4041
3. Attachment C - Notice of Exemption

NEXT STEPS:

N/A

MONTEBELLO MUNICIPAL GOLF COURSE RENOVATION PROJECT

C.P. No. 894

TOTAL PROJECT BUDGET

Project Expenses	Estimated Cost
Conceptual Pre-Design Project Development (Trend Sports, LLC) (Auth 10/12/22)	$494,705
Program Management Service (AIM CS – Auth 11/10/21)	$382,720
Additional Services (Auth7/27/22)	$188,841
Architectural/Engineering Design Service (Sportfive – Auth 11/10/21)	$1,238,290
Additional Services (Auth 5/11/22)	$188,790
Additional Services (Auth 7/27/22)	$149,980
Additional Services (Administrative Auth 10/3/22)	$7,928
Construction Management / Inspection – (Auth 10/12/22)	$1,283,543
Phase 1 – Grading & Utilities Construction (Los Angeles Engineering, Inc.) – (Auth 10/12/22)	$5,094,000
Phase 1 Construction Contingency (5%)	$254,700
Phase 2 – Golf Course Construction **(American Landscape, Inc.) - (Recommended)**	$9,664,658
Phase 2 Construction Contingency (5%)	$483,233
Irrigation Pump Station Purchase (MCI-Flowtronex – Auth 9/28/22)	$295,000
Utilities (Installation and Fees)	$573,612
Total Projected Cost:	**$20,300,000**
Total Authorized Project Budget:	**$20,300,000**

AGREEMENT NO. 4041

CITY OF MONTEBELLO
STANDARD PUBLIC WORKS AGREEMENT

THIS STANDARD PUBLIC WORKS AGREEMENT ("AGREEMENT") is made and entered into on November 10, 2022 ("Effective Date") by and between the CITY OF MONTEBELLO, a California municipal corporation (the "CITY") and AMERICAN LANDSCAPE, INC., a California corporation ("CONTRACTOR"). The CITY and CONTRACTOR are sometimes referred to herein individual as the "Party," and jointly as the "Parties."

RECITALS

WHEREAS, the CITY desires to retain a qualified professional contractor to provide work consisting of the construction of rough site work, utilities and pavement for the Montebello Municipal Golf Course Renovation Project (PHASE 2) (C.P. No. 894-2) ("PROJECT"); and

WHEREAS, on November 2, 2022, the City Council accepted the bid of CONTRACTOR as the lowest responsible, responsive bid received and directed that a written contract be entered into with CONTRACTOR for the PROJECT; and

WHEREAS, CONTRACTOR represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees.

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements herein contained, the parties do hereby agree as follows:

SECTION 1. INCORPORATION OF RECITALS AND CONTRACT DOCUMENTS

a. The above-referenced Recitals constitute a material part hereof and shall hereby be incorporated by reference. Moreover, the CONTRACT DOCUMENTS for the PROJECT shall consist of the Notice Inviting Sealed Bids, the Instructions to Bidders, Bidders Proposal, Addendums, CONTRACTOR's Bid for the PROJECT, Scope of Work, general specifications and all referenced specifications, details, standard drawings, and appendices, together with this Agreement and all required bonds, and insurance certificates. All of the "Agreement Documents" are intended to complement the other documents so that any work called for in one, and not mentioned in the others, or vice versa, is to be executed the same as if mentioned in all of said documents. The CONTRACT DOCUMENTS are incorporated herein by this reference and made part hereof as though they were fully set forth herein.

b. In case any of the CONTRACT DOCUMENTS conflict with each other, the order of preference for the CONTRACT DOCUMENTS is:

1. This AGREEMENT and its Exhibits and or Attachments, including any and all addenda or supplemental agreements.
2. CONTRACTOR'S October 28, 2022 electronic bid
3. Standard drawings
4. Details
5. Special provisions, if any
6. General specifications and all referenced specifications

SECTION 2. THE WORK

For and in consideration of the payments and agreements to be made and performed by the CITY, CONTRACTOR agrees to furnish all materials and perform all work required for the PROJECT and to fulfill all other obligations as set forth in the CONTRACT DOCUMENTS.

SECTION 3. TERM; AND TIME FOR COMPLETION

a. The work shall commence upon issuance of a written "Notice to Proceed" (as further defined below) by the CITY. Work for the PROJECT shall be completed within thirty-five (35) working days from the issuance of the Notice to Proceed. This Agreement shall expire three (3) months from the Effective Date, unless terminated earlier as hereinafter provided. This Agreement may be extended for an additional three (3) months upon such terms and conditions mutually agreed upon by the Parties in writing.

b. Notice to Proceed. Any work or service contemplated under this Agreement shall not commence until the CITY has issued a written Notice to Proceed issued by the CITY's applicable, department head.

SECTION 4. COMPENSATION

CONTRACTOR hereby agrees to receive and accept the total amount of **Nine Million Six Hundred and Sixty-Four Thousand Six Hundred and Fifty-eight dollars ($9,664,658),** which is based on performing all of the work shown on Bidders Proposal as full compensation for furnishing all materials, performing all work, and fulfilling all obligations hereunder. Said compensation shall cover all expenses, losses, damages, and consequences arising out of the nature of the work during its progress or prior to its acceptance including those for well and faithfully completing the work and the whole thereof in the manner and time specified in the CONTRACT DOCUMENTS, and also including those arising from actions of the elements, unforeseen difficulties or obstructions encountered in the prosecution of the work, suspension or discontinuance of the work, and all other unknowns or risks of any description connected with the work.

CITY shall herein retain five percent (5%) of said price until said time as the provisions of SEC. 18 herein have been met.

4.1. Progress Payments

Progress Payments shall be made in accordance with section the General Provisions and the provisions of this Section 4.1. Upon receipt of a properly presented payment request, the CITY shall process the payment request in accordance with Public Contract Code Section 20104.50. The CITY shall review the payment request as soon as possible. If the CITY rejects the payment request, it shall be returned to the CONTRACTOR within seven (7) days of its receipt by the CITY with an explanation for the reasons of its rejection. If the payment request is approved in writing by the CITY, payment shall be made in thirty (30) days of receipt of an undisputed and properly presented payment request. Late payments shall bear interest at the legal rate of interest in accordance with Code of Civil Procedure 685.010. The CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price apportionment of the labor and materials incorporated into the work under the Agreement during the period covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security. Refer to Section 4.2 of this Agreement for retention of funds.

4.2. Retention of Funds

Progress payments shall be made in accordance with the provisions of Section 4.1 of this Agreement. In accordance with said section, the CITY shall pay CONTRACTOR a sum based upon ninety five percent (95%) of the Agreement price in proportion to the labor and materials incorporated into the work under the Agreement during the month covered by said statement. The remaining five percent (5%) thereof shall be retained as performance security to be paid to the CONTRACTOR within sixty (60) days after final acceptance of the work by the City Council of the CITY ("City Council"), after CONTRACTOR shall have furnished the CITY with a release of all undisputed Agreement amounts, if required by the CITY. In the event there are any claims specifically excluded by CONTRACTOR from the operation of the release, the CITY may retain proceeds (per Public Contract Code 7107) of up to 150% of the amount in dispute. CITY's failure to deduct or withhold shall not affect CONTRACTOR's obligations hereunder.

4.3. Substitution of Securities

Pursuant to Public Contract Code Sec. 22300, CONTRACTOR shall be allowed to substitute securities for any moneys withheld by the CITY to ensure performance under an Agreement, unless, federal regulations or policies, or both, do not allow the substitution of securities. At the request and expense of CONTRACTOR, securities equivalent to the amount withheld shall be deposited with the CITY, or with a state or federally chartered bank in this state as the escrow agent, who shall then pay those

moneys to CONTRACTOR. Upon satisfactory completion of the Agreement, the securities shall be returned to CONTRACTOR.

SECTION 5. UNDOCUMENTED WORKERS

CONTRACTOR hereby promises and agrees to comply with all of the provisions of Federal and/or State law as the same shall apply to this PROJECT pertaining to the employment of unauthorized aliens as defined therein. Should CONTRACTOR so employ unauthorized aliens for the performance of work and/or services covered by this Agreement, and should the Federal Government impose sanctions against the CITY for use of unauthorized aliens, CONTRACTOR hereby agrees to, and shall, hold harmless, indemnify and defend CITY for the cost of all such sanctions imposed, together with any and all costs, including attorneys' fees, incurred by the CITY in connection therewith.

SECTION 6. NOTICE TO PROCEED

CONTRACTOR shall commence work on the date specified in the Notice to Proceed to be issued in writing to CONTRACTOR by the CITY and shall complete work on the PROJECT within **60** Working Days from the commencement thereof.

SECTION 7. DISCOVERY OF HAZARDOUS OR LATENT CONDITIONS

a. CONTRACTOR shall, without disturbing the condition, notify the CITY in writing as soon as CONTRACTOR, or any SUB-CONTRACTOR, agent or employees have knowledge and reporting is possible, of the discovery of any of the following conditions:

    1. The presence of any material that the CONTRACTOR believes is hazardous waste, as defined in Section 25117 of the Health and Safety Code;
    2. Subsurface or latent physical conditions at the site differing from those indicated in the specifications; or,
    3. Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Agreement.

b. Pending a determination by the CITY of appropriate action to be taken, CONTRACTOR shall provide security measures (e.g., fences) adequate to prevent the hazardous waste or physical conditions from causing bodily injury to any person.

c. The CITY shall promptly investigate the reported conditions. If the CITY, through the City Engineer or his/her designee, and in the exercise of its sole discretion, determines that the conditions do materially differ, or do involve hazardous waste, and will cause a decrease or increase in CONTRACTOR's cost of or time required for performance of any part of the work, then the CITY shall issue a change order.

d. In the event of a dispute between the CITY and CONTRACTOR as to whether the conditions materially differ or involve hazardous waste or cause a decrease or increase in CONTRACTOR's cost of, or time required for performance of any part of the work, CONTRACTOR shall not be excused from any schedule completion date, and shall proceed with all work to be performed under the Agreement. CONTRACTOR shall retain any and all rights which pertain to the resolution of disputes and protests between the parties.

SECTION 8. MISCELLANEOUS STATUTORY REQUIREMENTS

8.1. CONTRACTOR License.

CONTRACTOR shall possess a california CONTRACTOR's license type Class A for the performance of the Project.

8.2. Ineligible CONTRACTOR Prohibited.

Any CONTRACTOR or SUB-CONTRACTOR who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code is prohibited from performing work under this Agreement.

8.3. Compliance with SB 854 Registration.

This PROJECT is subject to compliance monitoring and enforcement by the Department of Industrial Relations. No prime CONTRACTOR or SUBCONTRACTOR may be awarded an Agreement for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5. CONTRACTOR will be required to post job site notices as described in 8 California Code of Regulation section 16451(d).

8.4. Trench and Pipeline Safety.

If this Agreement is for more than $25,000 and involves excavation of any trench five feet or more in depth, CONTRACTOR shall submit a detailed plan of shoring, bracing, sloping or other provisions to be made for worker protection in accordance with Labor Code Section 6705. Such plan shall be approved by a qualified representative of the CITY.

8.5. Utility Relocation.

The CITY is responsible for removal, relocation, or protection of existing main or trunkline utilities to the extent such utilities were not identified in the invitation for bids or specifications. The CITY shall reimburse CONTRACTOR for any costs incurred in locating, repairing damage not caused by CONTRACTOR and removing or relocating such unidentified utility facilities, including equipment idled during such work.

CONTRACTOR shall not be assessed liquidated damages for delay arising from the removal or relocation of such unidentified utility facilities.

8.6. Third Party Claims Notification.

The CITY shall timely notify CONTRACTOR in writing of any third party claims relating to the Agreement.

8.7. Unfair Business Practices Claims.

The CONTRACTOR or SUB-CONTRACTOR offers and agrees to assign to the CITY 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. Section 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 Agreement or the sub-Agreement. This assignment shall be made and become effective at the time the CITY renders final payment to CONTRACTOR without further acknowledgment by the parties. (Section 7103.5, California Public Contract Code.).

8.8. Day's Work.

CONTRACTOR acknowledges that under California Labor Code sections 1810 and following, eight (8) hours of labor constitutes a legal day's work. CONTRACTOR will forfeit as a penalty to CITY the sum of $25.00 for each worker employed in the execution of this Agreement by CONTRACTOR or any SUB-CONTRACTOR for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code section 1810. (Labor Code § 1813).

8.9. Payroll Records.

CONTRACTOR shall maintain the certified payroll records required by Labor Codes Sec. 1776 and shall report such records directly to the California Labor Commissioner as required by Labor Code Sec. 1771.4. CONTRACTOR shall inform the CITY of the location of the records enumerated under Labor Code Sec. 1776, including the street address, city, and county, and shall, within five working days, provide a notice of a change of location and address.

8.10. Employment of Apprentices.

Nothing in this Agreement prevents CONTRACTOR or any SUB-CONTRACTOR from employing properly registered apprentices in the execution of the Agreement. CONTRACTOR is responsible for compliance with Labor Code section 1777.5 for all apprenticeable occupations. This statute requires that CONTRACTORs and SUBCONTRACTORs must submit Agreement award information to the applicable joint

apprenticeship committee, must employ apprentices in apprenticeable occupations in a ratio of not less than one hour of apprentice's work for every five hours of labor performed by a journeyman (unless an exception is granted under §1777.5), must contribute to the fund or funds in each craft or trade or a like amount to the California Apprenticeship Council, and that CONTRACTORs and SUB-CONTRACTORs must not discriminate among otherwise qualified employees as apprentices solely on the ground of sex, race, religion, creed, national origin, ancestry or color. Only apprentices defined in Labor Code section 3077, who are in training under apprenticeship standards and who have written apprentice Agreements, may be employed on public works in apprenticeable occupations.

8.11. Records Audit

In accordance with Government Code, Section 8546.7, records of both the CITY and CONTRACTOR shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment.

SECTION 9. PREVAILING WAGES

a. CONTRACTOR shall pay prevailing Wage rates for this Project in accordance with the "General Wage Determination Made by the Director of Industrial Relations ("DIR") Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Los Angeles County. Wage rates shall conform with those posted at the DIR website and the Project site.

b. The following Labor Code sections are hereby referenced and made a part of this Agreement:

1. Section 1775 - Penalty for Failure to Comply with Prevailing Wage Rates.
2. Section 1777.4 - Apprenticeship Requirements.
3. Section 1777.5 - Apprenticeship Requirements.
4. Section 1813 - Penalty for Failure to Pay Overtime.
5. Sections 1810 and 1811 - Working Hour Restrictions.
6. Section 1775 - Payroll Records.
7. Section 1773.8 - Travel and Subsistence Pay.

SECTION 10. INDEMNITY, DEFENSE AND HOLD HARMLESS

a. CONTRACTOR shall indemnify, defend with legal counsel approved by the CITY, and hold harmless the CITY, its officers, officials, employees and volunteers from and against all liability, loss, damage, expense, cost (including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONTRACTOR's negligence, recklessness or willful misconduct in the performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by

the sole or active negligence or willful misconduct of the CITY. Should conflict of interest principles preclude a single legal counsel from representing both the CITY and CONTRACTOR, or should the CITY otherwise find CONTRACTOR's legal counsel unacceptable, then CONTRACTOR shall reimburse the CITY its costs of defense, including without limitation reasonable legal counsel fees, expert fees and all other costs and fees of litigation. CONTRACTOR shall promptly pay any final judgment rendered against the CITY (and its officers, officials, employees and volunteers) with respect to claims determined by a trier of fact to have been the result of CONTRACTOR's negligent, reckless or wrongful performance. It is expressly understood and agreed that the foregoing provisions are intended to be as broad and inclusive as is permitted by the law of the State of California and will survive termination of this Agreement.

b. CONTRACTOR obligations under this section apply regardless of whether such claim, charge, damage, demand, action, proceeding, loss, stop notice, cost, expense, judgment, civil fine or penalty, or liability was caused in part or contributed to by an Indemnitee. However, without affecting the rights of the CITY under any provision of this agreement, CONTRACTOR shall not be required to indemnify and hold harmless the CITY for liability attributable to the active negligence of CITY, provided such active negligence is determined by agreement between the parties or by the findings of a court of competent jurisdiction. In instances where the CITY is shown to have been actively negligent and where the CITY'S active negligence accounts for only a percentage of the liability involved, the obligation of CONTRACTOR will be for that entire portion or percentage of liability not attributable to the active negligence of the CITY.

SECTION 11. BONDS

a. CONTRACTOR, before commencing said PROJECT, shall furnish and file with the CITY, a Performance Bond, or bonds in the sum of one hundred percent (100%) of the Agreement price thereof conditioned upon the faithful performance of this Agreement in the form attached hereto as Exhibit "B.".

b. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Payment Bond in the sum of 100% of the Agreement price, conditioned upon the payment of all labor and materials furnished in connection with this Agreement in the form attached hereto as Exhibit "C."

c. CONTRACTOR, before commencing said PROJECT, shall furnish and file with CITY, a Warranty Bond in the amount of 50% of the Agreement price, conditioned upon the guaranty and warranty of the work and labor and materials in connection with the work performed on the Project pursuant to this Agreement in the form attached hereto as Exhibit "D."

SECTION 12. INSURANCE REQUIREMENTS

a. Prior to commencing work hereunder, CONRACTOR shall provide the CITY with proof of insurance naming the CITY and each of its directors, officers, agents, and employees as additional-named insureds on a policy or policies of insurance providing and maintaining the coverages set forth in the Insurance Schedule attached hereto as Exhibit A. The CITY shall have the right to hold the policies and policy renewals, and CONTRACTOR shall promptly furnish to CITY all renewal notices and all receipts of paid premiums. CITY may make proof of loss if not made promptly by CONTRACTOR.

b. Evidence of Insurance prior to commencement. CONTRACTOR shall provide to the CITY Certificate(s) of Insurance evidencing such coverage together with copies of the required policy endorsements no later than five (5) business days prior to commencement of service and at least fifteen (15) business days prior to the expiration of any policy. Unreasonable failure to provide such evidence may be cause for termination of the Agreement as provided herein or delay the services' commencement date. The evidence of insurance shall be U.S. mail or email to:

City of Montebello
Attn: Risk Manager
1600 West Beverly Boulevard
Montebello, CA 90640
Email: GSkibar@cityofmontebello.com

SECTION 13. LIQUIDATED DAMAGES

The CITY and CONTRACTOR agree that the determination of actual damages to the CITY for any unreasonable delay in performance of this Agreement caused by CONTRACTOR would be extremely difficult or impractical to determine in the event of a breach of this Agreement by the CONTRACTOR. Therefore, if the CONTRACTOR is determined to be liable for such unreasonable delays, the CONTRACTOR and its sureties shall be liable to the CITY for the sums listed in Paragraph 1.08 of Section 01-00-00 (Project General Requirements) of the Project Manual and Special Provisions as liquidated damages.

SECTION 14. DISPUTE RESOLUTION

14.1. Claims of $375,000 or Less

a. A claim by the CONTRACTOR for a time extension, for money damages for work, or a payment disputed by the CITY must be submitted to a resolution process in accordance with Public Contract Code Sections 20104-20104.4. A summary of Sections 20104-20104.4 are as follows:

(1) Informal negotiation between the CITY and CONTRACTOR.
(2) Mediation with CONTRACTOR.
(3) Court mandated Arbitration.

(4) Court trial. If the party requesting the court trial does not prevail, then that party must pay all court costs and attorney's fees.

14.2 Public Contract Code 9204 Claims

CONTRACTOR shall comply with the procedure set forth in Public Contract Code section 9204 for any claim, as that term is defined therein, for one or more of the following: 1) a time extension, including, without limitation, for relief from damages or penalties for delay, 2) payment of money or damages arising from work done pursuant to this Agreement, and/or 3) payment of an amount disputed by the CITY under this Agreement. A summary of the provisions of Public Contract Code Section 9204 is as follows:

1. CONTRACTOR must send a claim to the CITY for a time extension, payment for work not in the Agreement, or payments disputed by the CITY by registered mail or certified mail with return receipt requested.
2. The CITY must respond within 45 days as to which claims are disputed and undisputed.
3. If claim remains in dispute, CONTRACTOR may request informal meet and confer meeting with the CITY.
4. After meet and confer, an disputed claim remaining shall be submitted to non-binding mediation.
5. All undisputed claims shall be paid within 60 days.

SECTION 15. TERMINATION.

15.1. Termination for Convenience.

The CITY may terminate this Agreement, in whole or in part, with thirty (30) days' written notice to CONTRACTOR when it is in the CITY's best interest. CONTRACTOR shall be paid its costs, including Agreement close-out costs, and profit on work performed up to the time of termination. CONTRACTOR shall promptly submit its termination claim to the CITY to be paid the CONTRACTOR. If CONTRACTOR has any property in its possession belonging to the CITY, CONTRACTOR will account for the same, and dispose of it in the manner the CITY directs. CONTRACTOR may terminate this Agreement, in whole, with ninety (90) days' written notice to the CITY.

15.2 Termination for Default.

If at any time CONTRACTOR is determined to be in material breach of the Agreement, a Notice of Potential Breach of Agreement shall be prepared by the CITY, and will be served upon CONTRACTOR and its sureties. If CONTRACTOR continues to neglect or refuses to comply with the Agreement or with the Notice of Potential Breach of Agreement to the satisfaction of the CITY within the time specified in such Notice, the CITY shall have the authority to terminate the Agreement for this Project.

15.3 Waiver of Remedies for any Breach.

In the event that the CITY elects to waive its remedies for any breach by CONTRACTOR of any covenant, term or condition of this Agreement, such waiver by the CITY shall not limit the CITY's remedies for any succeeding breach of that or of any other term, covenant, or condition of the Agreement.

SECTION 16. CONTRACTOR'S FAILURE TO PROCURE COMPLETION OF PROJECT

In the event CONTRACTOR fails to furnish tools, equipment, or labor in the necessary quantity or quality, or fails to prosecute the work or any part thereof contemplated by this Agreement in a diligent and workmanlike manner, and if CONTRACTOR for a period of three (3) calendar days after receipt of written demand from the CITY or its designated representative to do so, fails to furnish tools, equipment, or labor in the necessary quantity or quality, and to prosecute its work and all parts thereof in a diligent and workmanlike manner, or after commencing to do so within said three (3) calendar days, fails to continue to do so; then the CITY may exclude CONTRACTOR from the premises, or any portion thereof, and take possession of said premises or any portion thereof, together with all material and equipment thereon, and may complete the work contemplated by this Agreement or any portion of said work, either by furnishing the tools, equipment, labor or material necessary, or by letting the unfinished portion of said work, or the portion taken over by the CITY to another contractor or by a combination of such methods. In any event, the procuring of the completion of said work, or the portion thereof taken over by the CITY, shall be a charge against CONTRACTOR, and may be deducted from any money due or becoming due to CONTRACTOR from the CITY, or CONTRACTOR shall pay the CITY the amount of said charge, or the portion thereof unsatisfied. The sureties provided for under this Agreement shall become liable for payment should CONTRACTOR fail to pay in full any said cost incurred by the CITY.

SECTION 17. COMPLIANCE WITH APPLICABLE LAWS

CONTRACTOR hereby promises and agrees to comply with all provisions of all applicable state and federal laws in connection with the performance of its obligations under this Agreement.

SECTION 18. NOTICE OF COMPLETION

Upon completion of the PROJECT and acceptance of same by the City Council, the CITY shall have cause to be recorded a Notice of Completion with the office of the Los Angeles County Recorder; and, after thirty-five (35) days from the date said Notice of Completion is recorded, the Director of Finance of CITY shall release the funds retained pursuant to SEC. 4 hereof; provided there have been no mechanics' liens or stop notices

filed against said work which have not been paid, withdrawn or eliminated as liens against said work.

SECTION 19. AUTHORITY

Any person executing this Agreement on behalf of CONTRACTOR warrants and represents that he or she has the authority to execute this Agreement on behalf of CONTRACTOR and has the authority to bind CONTRACTOR to the performance of its obligations hereunder.

SECTION 20. ENTIRE AGREEMENT

This Agreement, including the Agreement Documents and any other documents incorporated herein by specific reference, represents the entire and integrated Agreement between the CITY and the CONTRACTOR. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be modified or amended, nor any provision or breach waived, except in a writing signed by both parties that expressly refers to this Agreement.

SECTION 21. ATTORNEY'S FEES AND COSTS

If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

SECTION 22. INDEPENDENT CONTRACTOR

CONTRACTOR is and shall at all times remain as to the CITY, a wholly independent CONTRACTOR. Neither the CITY, nor any of its officers, employees or agents shall have control over the conduct of CONTRACTOR or any of CONTRACTOR'S officers, employees or agents, except as herein set forth. CONTRACTOR shall not at any time or in any manner represent that it or any of its officers, employees or agents are in any manner officers, employees or agents of the CITY, nor shall the CITY officers, employees or agents be deemed the officers, employees, or agents of CONTRACTOR as a result of this Agreement.

SECTION 23. NOTICE

All notices, demands, requests or approvals to be given under this Agreement shall be given in writing and conclusively shall be deemed served when delivered via e-mail (an "Electronic Notice" as further defined below), personally or on the second (2nd) business day after the deposit thereof in the United States mail, postage prepaid, registered or certified, addressed as hereinafter provided. All notices, demands, requests, or approvals hereunder shall be given to the following addresses or such other addresses as the Parties may designate by written notice:

To the CITY:	City of Montebello Attn: René Bobadilla, City Manager 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1200 Email: rbobadilla@cityofmontebello.com
With copy to:	City of Montebello – Department of Public Works Attn: James Enriquez, P.E., Director/City Engineer 1600 West Beverly Boulevard Montebello, CA 90640 (323) 887-1462 Email: jenriquez@cityofmontebello.com
To CONTRACTOR:	_____ Attn: _____ _____ _____ _____

An electronic communication ("Electronic Notice") shall be deemed written notice for purposes of this section if sent to the electronic mail address specified above. Electronic Notice shall be deemed received at the time the party sending Electronic Notice receives verification of receipt by the receiving party. Any party receiving Electronic Notice may request and shall be entitled to receive the notice on paper, in a nonelectronic form.

SECTION 24. PROHIBITION AGAINST ASSIGNMENT

The experience, knowledge, capability and reputation of CONTRACTOR, its principals and employees were a substantial inducement for the CITY to enter into this Agreement. Neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of the CITY. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of CONTRACTOR, taking all transfers into account on a cumulative basis. In the event

of any such unapproved transfer, including any bankruptcy proceeding, this Agreement shall be void. No approved transfer shall release CONTRACTOR or any surety of CONTRACTOR of any liability hereunder without the express consent of the CITY.

SECTION 25. CUMULATIVE REMEDIES

The provisions of this Agreement are cumulative and in addition to and not in limitation of any rights or remedies available to the CITY.

SECTION 26. COUNTERPARTS

This Agreement may be executed in counterpart originals, duplicate originals, or both, each of which is deemed to be an original for all purposes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed on the date next to their respective officers duly authorized signatures in that behalf.

CITY OF MONTEBELLO ("CITY")	**AMERICAN LANDSCAPE, INC.** ("CONTRACTOR")
By: _____ René Bobadilla, City Manager	By: _____
Date: _____	Date: _____

ATTEST:

_____
Christopher Jimenez, City Clerk

APPROVED AS TO FORM

_____
Arnold M. Alvarez-Glasman, City Attorney

EXHIBITS:

- Exhibit A – Insurance Requirements
- Exhibit B – Performance Bond
- Exhibit C – Labor and Materials Payment Bond
- Exhibit D – Warranty Bond

EXHIBIT "A"
INSURANCE REQUIREMENTS

On or before beginning any of the work called for by any term of this Agreement, CONTRACTOR, at its own cost and expense, shall carry, maintain for the duration of this Agreement, and provide proof thereof that is acceptable to the CITY of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to the CITY. Such insurance shall not be in derogation of CONTRACTOR's obligations to provide indemnity under this Agreement.

1. **Comprehensive General Liability and Automobile Liability Insurance Coverage.**

   CONTRACTOR shall carry and maintain Comprehensive General Liability and Automobile Liability Insurance which provides the following:

   Minimum coverage: Bodily injury limits of $2,000,000 for each person and $2,000,000 for each occurrence; property damage limits of $2,000,000 for each occurrence, $5,000,000 aggregate.

   Products/Completed Operations Hazard Insurance in an amount of not less than FIVE MILLION DOLLARS ($5,000,000);

   A combined single limit policy with aggregate limits in an amount of not less than Five MILLION DOLLARS ($5,000,000) shall be considered equivalent to the said required minimum limits set forth herein above.

   If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned real property and automobiles. Insurance coverage shall not be subject to any type of pollution exclusion or owned property exclusions.

2. **Automobile Liability.**

   CONTRACTOR shall carry and maintain Automobile Liability Insurance which provides a minimum coverage of at least $5,000,000 per accident for bodily injury and property damage.

3. **Worker's Compensation.**

CONTRACTOR shall carry and maintain worker's compensation in the amount of

$1,000,000 as required by the California Labor Code for all persons employed directly or indirectly in connection with this Agreement by CONTRACTOR. To the extent that CONTRACTOR utilizes any SUB-CONTRACTOR for the performance of any part of the work under this Agreement, CONTRACTOR shall require and assure that such SUB-CONTRACTOR also carry and maintain worker's compensation as required by the California Labor Code for all persons directly or indirectly in connection with this Agreement.

4. **Additional Insureds.**

The CITY, its officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Agreement. An endorsement to this effect shall be delivered to the CITY prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of CONTRACTOR. Such insurance shall be primary and noncontributory with any other insurance maintained by the CITY.

5. **Notice of Cancellation.**

CONTRACTOR agrees to oblige its insurance agent or broker and insures to provide CITY with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

6. **Severability Clause.**

Each of the policies of insurance shall contain a clause substantially as follows:

> The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability.

7. **Qualifications of Insurer.**

All policies of insurance shall be issued by an insurance company acceptable to the CITY and authorized to issue said policy in the State of California.

8. **Approval of Insurer.**

The insurance carrier providing the insurance shall be chosen by CONTRACTOR subject to approval by the CITY, provided that such approval shall not be unreasonably withheld.

9. Payment of Premiums.

All premiums on insurance policies shall be paid by CONTRACTOR making payment, when due, directly to the insurance carrier, or in a manner agreed to by the CITY.

10. Evidence of Insurance and Claims.

CONTRACTOR shall provide certificates of insurance to the CITY as evidence of insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. The CITY's Risk Manager must approve insurance certificates and endorsements prior to commencement of performance. Current certification of insurance shall be kept on file with the CITY at all times during the term of this Agreement. The CITY reserves the right to require complete, certified copies of all required insurance policies, at any time.

(Use of City Bond Form is Required)

EXHIBIT “B”

PERFORMANCE BOND
PUBLIC WORK
(CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Principal and the City of Montebello (“Obligee”) have entered into a written Agreement, hereinafter called the Agreement, a copy of which is or may be attached hereto, dated the _____ day of _____, _____ referred to and made a part hereof for

_____
and all appurtenant work in accordance with Project No. _____, which agreement requires the Principal to provide Obligee with this bond.

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, in the sum of _____ Dollars ($_____), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:

_____
_____
_____

The address at which the Principal may be served with notices, papers and other documents is:

_____
_____
_____

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its SUB-CONTRACTORs shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said Agreement, and during the life of any guaranty required under the Agreement, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said Agreement that may hereafter be made, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.
The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same 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 agreement or to the work or to the specifications.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Faithful Performance Bond are true and correct, and that I have been duly authorized to sign this Faithful Performance Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

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 _____ before me, _____(here insert name and title of the officer), personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in

his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND –

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

_____
City Attorney

(Use of City Bond Form is Required)

EXHIBIT "C"
Labor and Materials Payment Bond
PUBLIC WORK (CALIFORNIA)

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, _____, as Principal, has entered into an Agreement dated _____, _____, (the "Agreement") with the City of _____ (Obligee) referred to and made a part hereof to perform the following work of public improvement, to wit:

_____
_____
_____
___and all appurtenant work in accordance with the plans and specifications for Project No._____, which requires Principal to file this bond to secure claims made under Civil Code Sections 9550-9554..

NOW THEREFORE, we, _____, as Principal, and _____, a corporation organized under the laws of _____ and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of _____, as Obligee, and all SUB-CONTRACTORs, laborers, material persons and other persons employed in the performance of the referenced agreement, in the sum of _____ Dollars ($_____), lawful money of the United States of America, which is 100% of the amount of the Agreement, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:
_____
_____
_____

The address at which the Principal may be served with notices, papers and other documents is:
_____
_____
_____

If the above bounden Principal, his or its heirs, executors, administrators, successors, assigns, or any of his or its SUB-CONTRACTORs, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work agreed to be done, or for any work or labor to persons named in Section 9100 of the Civil Code, or for amounts due under the Unemployment Insurance Code with respect to such work or labor performed under the Agreement, or for any amounts required to be

deducted, withheld and paid over to the Employment Development Department from the wages of employees of the CONTRACTOR and SUB-CONTRACTORs pursuant to Section 13020 of the Unemployment Insurance Code, then the Surety on this bond will pay the same, in an amount not exceeding the sum specified in this bond, and also, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the Surety shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any Agreement, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, 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 of work of improvement, nor by any rescission or attempted rescission of the Agreement, 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 Agreement or agreement, or under the bond, nor, where the bond is given for the benefit of claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations named in Civil Code Section 9100 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 3, Chapter 5, Payment Bond, commencing with Section 9550 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code of the State of California.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Labor and Materials Payment Bond are true and correct, and that I have been duly authorized to sign this Labor and Materials Payment Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____, State of California.

--OR--

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND –

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

_____
City Attorney

(Use of City Bond Form is Required)

EXHIBIT "D"
Warranty Bond
PUBLIC WORKS (CALIFORNIA)

WHEREAS, the City Council of the City of _____, State of California, and _____, (hereinafter designated as "Principal") have entered into a written Agreement (the "Agreement") dated _____ whereby Principal agrees to install and complete certain designated public improvements, which Agreement is hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Agreement to furnish a bond for the guarantee and warranty of the work for a period of one (1) year following the completion and acceptance thereof against any defective work or labor done or defective materials furnished.

NOW, THEREFORE, we, the Principal and _____ _____, a corporation organized under the laws of _____, and duly authorized to transact business in the State of California, as Surety, are held and firmly bound unto the City of _____, (hereinafter called "City"), in the penal sum of _____ _Dollars, ($_____) lawful money of the United States, which is 50% of the amount of the Agreement, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

The address at which the Surety may be served with notices, papers and other documents is:
_____
_____
_____

The address at which the Principal may be served with notices, papers and other documents is:
_____
_____
_____

The condition of this obligation is such that if the above bounded principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said Agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the CITY, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's

fees, incurred by the CITY in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise 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 Agreement or to the work or to the specifications.

This document is signed by the respective parties on the dates next to their names.

Principal

By: _____ Date: _____

Title: _____

Surety

By: _____ Date: _____

Title: _____

I declare under penalty of perjury under the laws of the State of California that the contents of the above Warranty Bond are true and correct, and that I have been duly authorized to sign this Warranty Bond on behalf of Surety. This Declaration is signed on _____, in the City of _____ , State of California.

--OR--

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND –

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

_____
City Attorney

I declare under penalty of perjury under the laws of the State of California that the contents of the above Labor and Materials Payment Bond are true and correct, and that I have been duly authorized to sign this Labor and Materials Payment Bond on behalf of Surety. This Declaration is signed on _____ _____, in the City of ___ _____, State of California.

--OR--

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 _____ before me, _____(here insert name and title of the officer), personally appeared _____,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by

his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature _____ (Seal)

-- AND –

(Proof of signature authorization or power of attorney must be attached)

APPROVED AS TO FORM:

_____
City Attorney

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: Los Angeles
12400 Imperial Highway
Norwalk, CA 90650

From: (Public Agency): City of Montebello
1600 W Beverly Blvd
Montebello, CA 90640
(Address)

Project Title: CP 894 Golf Course Renovation

Project Applicant: City of Montebello

Project Location - Specific:
Montebello Golf Course

Project Location - City: Montebello Project Location - County: Los Angeles

Description of Nature, Purpose and Beneficiaries of Project:
Renovation to existing Golf course, including grading, reshaping the greens, installing a new irrigation system and turf, an access road, sewer line, water service and storm drain replacements.

Name of Public Agency Approving Project: City of Montebello

Name of Person or Agency Carrying Out Project: James Enriquez, P.E.

Exempt Status: **(check one):**

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declared Emergency (Sec. 21080(b)(3); 15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- ■ Categorical Exemption. State type and section number: Class 1 - Section 15301 (c)
- ☐ Statutory Exemptions. State code number: _____

Reasons why project is exempt:
The project will renovate an existing 18-hole golf course resulting in a 9-hole championship golf course and a 6-hole par 3 golf course. The remnant are a of the golf course will be converted to passive use open space.

Lead Agency Contact Person: James Enriquez, P.E. Area Code/Telephone/Extension: (323) 887-1460

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: Director of Public Works

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

Revised 2011

ITEM # 4

CITY OF MONTEBELLO
SPECIAL CITY COUNCIL AND PUBLIC FINANCING AUTHORITY AGENDA STAFF REPORT

TO: Honorable Mayor and City Council Members

FROM: René Bobadilla, City Manager

BY: James Enriquez, Director of Public Works

SUBJECT: **REPORT OF EMERGENCY WATER SYSTEM REPAIRS**

DATE: November 10, 2022

RECOMMENDATION(S):

It is recommended that the City Council and Public Financing Authority:

1. Receive and file the City Manager's report of two emergency repairs to the City's Water System pursuant to Montebello Municipal Code Section 3.20.140 and Public Contracts Code Section 22035; and
2. Determine and find that the Water System repairs are required to prevent a catastrophic failure of a portion of the system affecting the domestic and fire suppression water supply to numerous commercial and residential customers; and
3. By a four-fifths vote of the City Council authorize the dispensing of a formal bidding procedure for the Water System repairs, in accordance with California Public Contract Code Section 22035 and Montebello Municipal Code Chapter 3.20.140; and
4. Authorize the City Manager to finalize a standard construction agreement with Mike Bubalo Construction Co. for the replacement of the fire suppression service for the Quiet Cannon and Hilton Garden Inn at an estimated total cost of $400,000; and
5. Authorize the City Manager to increase the Fiscal Year 2022-23 Purchase Order for San Gabriel Valley Water Company for Agreement No. 2883 in the amount of $125,000 for the replacement of a failing pressure reducing valve located at 2323 Via Campo; and

6. Amend the Fiscal Year 2022-23 budget by increasing appropriations by $525,000 in Account No. 605-99-6040.55 (Water Fund, Contract Services – Water System Maintenance) for the emergency repairs; and
7. Take such additional, related, action that may be desirable.

FISCAL IMPACT:

The recommended emergency Water System repairs are estimated to cost an aggregate not-to-exceed amount of $525,000. The total cost will be paid from the Water Fund, Account No 605-99-6040.55 (Water Fund, Contract Services – Water System Maintenance). The Water Fund has sufficient fund balance to pay for these additional, unanticipated, emergency expenses. A budget amendment is necessary to increase appropriations by $525,000 in the aforementioned Water Fund account.

BACKGROUND:

Quiet Cannon and Hilton Garden Inn Fire Suppression Service

The construction of the golf course project is scheduled to begin on November 14, 2022. Preconstruction activities began on October 17, 2022, including shutdown of the existing irrigation systems within the project area that will be removed as part of the construction. When the irrigation system serving the golf greens was shut down, the alarms for the fire suppression systems for both the Quiet Cannon and the Hilton Garden Inn (HGI) were activated, indicating a loss of water pressure rendering the building fire sprinklers nonoperational. After exploratory excavations, it was confirmed that the fire suppression water service for both buildings was tapped off of the irrigation system. This connection was not anticipated since it is not documented on any plans available for the existing campus and the date the fire service was constructed is unknown. Furthermore, the documented domestic and fire water services for the buildings are provided by Cal Water from the north end of Via San Clemente near the intersection with Via Breve. The undocumented connection from the south to the irrigation system is suspected to have been constructed because the Cal Water services do not provide sufficient pressure.

The City's Fire Marshall was consulted and determined that the existing fire service never met minimum California Fire Code requirements since it is not a dedicated line from a public water main and has multiple branches (i.e. the numerous irrigation circuits/heads within the golf course) that can draw water volume and pressure from the fire service in the event that the building fire sprinklers are triggered simultaneously with the irrigation system. This adversely impacts the allowable occupancy for the Quiet Cannon and the hotel. The Fire Marshall advised that this deficiency must be corrected immediately.

As an interim measure, the irrigation system has been turned off to ensure that the fire suppression systems will not be adversely affected in the event of a fire in the buildings. However, the golf course construction cannot proceed until the existing irrigation system is shut off. Therefore, the replacement of the fire service is not only required to meet

California Fire Code requirements but also to allow the golf course construction to proceed as scheduled.

2323 Via Campo Pressure Reducing Valve Replacement

On November 2, 2022, San Gabriel Valley Water Company notified the City that maintenance staff had completed a routine inspection of a pressure reducing valve (PRV) located in the shopping center at 2323 Via Campo. The inspection revealed that the PRV internal components are severely corroded and the valve is in imminent danger of a sudden and unpredictable catastrophic failure. Failure of the valve could result in the entire shopping center losing domestic and fire suppression water service for as much as a week while the repair is completed. The businesses would be required to close until water service is restored. The scheduled repair is recommended as soon as possible to prevent an unscheduled shutdown of the water system. Furthermore, scheduling the repair will allow minimal impact on the business by ensuring the materials are available at the time of the repair and by scheduling the shutdown at a time that minimizes impacts to the businesses.

ENVIRONMENTAL IMPACT:

The recommended emergency repairs are exempt from the requirements of the California Environmental Quality Act (CEQA) pursuant to the California Code of Regulations Title 14 Section 15269.

ANALYSIS:

In response to the Fire Marshall's analysis regarding the fire service to the Quiet Cannon and Hilton Garden Inn and to avoid a shutdown of both faciities, Mike Bubalo Construction Co. was issued a Notice to Proceed (NTP) with the fire service replacement at a not-to-exceed cost of $400,000. The NTP was issued without bidding under the City Manager's authority in accordance with Section 3.20.140 of the Montebello Municipal Code. Pursuant to MMC Section 3.20.140, the City Manager has the vested authority in cases of emergency "to order any direct and immediate action necessary to repair or replace a public facility, procure the necessary equipment, services and supplies for the purposes of addressing the emergency, without giving notice for bids to let contracts…." Upon taking such action, the City Manager is required to provide a report to City Council of such action at the next regular City Council meeting; as such this report provides such notice.

SGVWC was also issued an NTP with the valve replacement in order to speed up ordering of materials. The work is anticipated to be completed for an amount not-to-exceed $125,000 and will be added to SGVWC's existing, annual Purchase Order under Agreement No. 2883. Under this agreement, SGVWC operates the City Water System and provides routine maintenance. The recommended repair is a major repair/replacement and does not fall within the scope of routine maintenance covered by Agreement No. 2883. Therefore, this work will be completed at an additional fee.

SUMMARY:

The City Council is being asked to receive and file the City Manager's report regarding the emergency Water System repairs at two locations. Additionally, the City Council is being asked to consider authorizing the City Manager to approve an agreement with Mike Bubalo Construction Co. in the amount not-to-exceed $400,000 and increase the annual Purchase Order with San Gabriel Valley Water Company under Agreement No. 2883 in the amount not-to-exceed $125,000, utilizing the emergency contracting process per California Public Contract Code Section 22035 and Montebello Municipal Code Chapter 3.20.140.

The City Council will also consider amending the adopted Fiscal Year 2022-23 budget by increasing appropriations by $525,000 in the Water Fund (Account No. 605-99-6040.55, Water Fund, Contract Services – Water System Maintenance).

ATTACHMENT(S)

None

NEXT STEPS:

N/A