Orange County Mosquito and Vector Control District

Serving Orange County Since 1947

JOINT COMMITTEE MEETING: BUDGET & FINANCE AND BUILDING, PROPERTY & EQUIPMENT COMMITTEE MET MARCH 4, 2026 AT 11:30 AM
BUDGET & FINANCE COMMITTEE MEETING: MARCH 19, 2026 AT 2:00 PM

NOTICE AND AGENDA
OF THE REGULAR MEETING OF THE BOARD OF TRUSTEES
THURSDAY MARCH 19, 2026
944th REGULAR MEETING 3:00 P.M.
13001 GARDEN GROVE BLVD.
GARDEN GROVE, CA 92843
WEBSITE ADDRESS: www.ocvector.org
REGULAR MEETING 3:00 P.M.

A. PLEDGE OF ALLEGIANCE AND ROLL CALL

1. Call business meeting to order 3:00 p.m.
2. Pledge of Allegiance
3. Roll Call - (If absences occur, consider whether to deem those absences excused based on facts presented for the absence — such determination shall be the permission required by law.)

PRESIDENT:	Bob Ruesch	Mission Viejo
VICE-PRESIDENT:	Tanya Doby	Los Alamitos
SECRETARY:	John Taylor	San Juan Capistrano

Aliso Viejo	Garrett Dwyer	Lake Forest	Robert Pequeño
Anaheim	Carlos Leon	Los Alamitos	Tanya Doby
Brea	Cecilia Hupp	Mission Viejo	Bob Ruesch
Buena Park	Lamiya Hoque	Newport Beach	Erik Weigand
Costa Mesa	William Turpit	Orange	Sean Chavarria
Cypress	Leo Medrano	Placentia	Chad Wanke
Dana Point	John Gabbard	Rancho Santa Margarita	April Josephson
Fountain Valley	Kim Constantine	San Clemente	Zhen Wu
Fullerton	Shana Charles	San Juan Capistrano	John Taylor
Garden Grove	Ariana Arestegui	Santa Ana	Benjamin Vazquez
Huntington Beach	Gracey Van Der Mark	Seal Beach	Nathan Steele
Irvine	Tammy Kim	Stanton	Gary Taylor
La Habra	James Gomez	Tustin	Rebecca Gomez
La Palma	Vikesh Patel	Villa Park	Kelly McBride
Laguna Beach	Mark Orgill	Westminster	Carlos Manzo
Laguna Hills	Erica Pezold	Yorba Linda	Peggy Huang
Laguna Niguel	Gene Johns	County of Orange	Lisa Fernandez
Laguna Woods	Pearl Lee		

B. PUBLIC COMMENTS:

(Individual Public Comments may be limited to a 3-minute or less time limit)

During Public Comments, the public may address the Board on any issue within the District's jurisdiction which is not on the agenda. The public may comment on any item on the agenda at the time that item is before the Board for consideration. Any person wishing to speak must come up and speak from the lectern. There will be no dialog between the Board and the commenter. Any clarifying questions from the Board must go through the Board President.

C. PRESENTATIONS: None

D. OCMVCD COMMITTEE REPORTS TO THE BOARD OF TRUSTEES:

1. Joint Committee Meeting: Budget & Finance and Building, Property, & Equipment Committees
2. Budget & Finance Committee

E. CONSENT CALENDAR:

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion. Any member of the Board may pull an item from the Consent Calendar for additional clarification or action.

1. Approve the DRAFT Minutes for the regular meeting on February 19, 2026
2. Approve Warrant Register for January 2026 **(Exhibit A)**
3. Approve Monthly Financial Report for January 2026 **(Exhibit A)**
4. Review of the FY 2024/25 Audited Financial Statements **(Exhibit A, B)**

F. BUSINESS ITEMS:

1. Recommendation to Approve Synder Langston/Gensler for Phase 1 of the Progressive Design-Build Contract – District Campus Renovation Project (**Exhibit A, B, C, D**)

G. INFORMATIONAL ITEMS ONLY: (NO ACTION NECESSARY)

1. Staff Presentation: Update on vector activity in Orange County
2. Staff Presentation: Update on operations activity in Orange County
3. Staff Presentation: Update on outreach activity in Orange County
4. Receive and File Board President Ruesch Creates Ad hoc Committee to Advise on Phase 1 of District Facility Project
5. Receive and File Fiscal Year 2026/27 Updated Budget Preparation Schedule
6. Receive and File Statement of Economic Interest 700 Form

H. PRESIDENT'S REPORT AND TRUSTEE COMMENTS:

I. DISTRICT MANAGER REPORT: Discussion and Possible Action

J. DISTRICT LEGAL COUNSEL REPORT: Discussion and Possible Action

K. CORRESPONDENCE: Discussion and Possible Action

1. Trustee and Staff Conference Reports from Meetings attended in February

L. FUTURE AGENDA ITEMS:

M. ADJOURNMENT:

1. Adjourn to the next regular meeting on April 16, 2026 starting at 3:00 p.m. at the Orange County Mosquito and Vector Control District offices, 13001 Garden Grove Blvd., Garden Grove, CA 92843.

JOINT MEETING: BUDGET AND FINANCE COMMITTEE
AND
BUILDING, PROPERTY, & EQUIPMENT COMMITTEE
MEETING NOTICE
MARCH 4, 2026
11:30 A.M.

TO: Budget and Finance Committee

Cecilia Hupp	Brea
John Gabbard	Dana Point
Gracey Van Der Mark	Huntington Beach
Gene Johns	Laguna Niguel
Robert Pequeño	Lake Forest
John Taylor	San Juan Capistrano
Nathan Steele	Seal Beach
Gary Taylor	Stanton
Kelly McBride	Villa Park

Building, Property, & Equipment Committee

Cecilia Hupp	Brea
Bill Turpit	Costa Mesa
John Gabbard	Dana Point
Sean Chavarria	Orange
Zhen Wu	San Clemente
John Taylor	San Juan Capistrano
Carlos Manzo	Westminster

FROM: Tawnia Pett, Executive Assistant/Clerk of the Board

RE: Joint Committee Meeting
11:30 a.m., Wednesday, March 4, 2026
www.ocvector.org

AGENDA

1. Call to Order and Roll Call

2. Select Committee Chair of the Budget and Finance Committee

3. Select Committee Chair of the Building, Property, and Equipment Committee

4. Public Comments

5. Review RFP and interview process for Progressive Design Build Entity

6. Presentation and Questions with recommended Progressive Design Build Entity

7. Discuss Selection of Progressive Design Build Entity for Facility Project

8. Adjourn

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BUDGET AND FINANCE COMMITTEE
MEETING NOTICE
MARCH 19, 2026
2:00 P.M.

TO: Budget and Finance Committee

Cecilia Hupp	Brea
John Gabbard	Dana Point
Gracey Van Der Mark	Huntington Beach
Gene Johns	Laguna Niguel
Robert Pequeño (Chair)	Lake Forest
John Taylor	San Juan Capistrano
Nathan Steele	Seal Beach
Gary Taylor	Stanton
Kelly McBride	Villa Park

FROM: Tawnia Pett, Executive Assistant/Clerk of the Board

RE: Budget and Finance Committee Meeting:
2:00 p.m., Thursday, March 19, 2026
www.ocvector.org

AGENDA

1. Call Meeting to Order and Roll Call
2. Public Comments
3. Approve minutes from November 20, 2025
4. Make Recommendation on Financial Municipal Advisor for Facilities Project
5. Presentation on 2025 District Audit
6. Adjourn

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MINUTES OF BUDGET AND FINANCE COMMITTEE MEETING

Orange County Mosquito and Vector Control District

TIME: 2:30 P.M., November 20, 2025

PLACE: Orange County Mosquito and Vector Control District

Budget and Finance Committee Members Present:

Garret Dwyer	Aliso Viejo
Cecilia Hupp (Chair)	Brea
Nathan Steele	Seal Beach
Gary Taylor	Stanton
Crystal Miles	Villa Park

Budget and Finance Committee Members Absent:

Gracey Van Der Mark	Huntington Beach
Robert Pequeño	Lake Forest
Steve Knoblock	San Clemente
John Taylor	San Juan Capistrano

Others Present:

Lora Young	District Manager
Tan Nguyen	Director of Finance
Daniel Medina	Accounting Specialist
Ashley Baires	Client Service Coordinator PARS
Keith Stribling	Senior Institutional Client Portfolio Manager PFM

The meeting was called to order at 2:30 P.M.

1. **Call the Meeting to Order and Roll Call**: Five members of the committee were present out of nine members.

2. **Public Comments**: None.

3. **Approved minutes of September 18, 2025**: On motion by Trustee Miles, seconded by Trustee Taylor and passed by unanimous vote, the committee approved the minutes of the September 18, 2025 committee meeting.

4. **Presentation by PARS regarding District Investments:** Client Service Coordinator Ashley Baires and Senior Institutional Client Portfolio Manager Keith Stribling gave a presentation on retirement and pension provider PARS. Trustee Hupp recommend a review of the IRS regulations for PARS.

5. **Discuss process for selection and interview of Municipal Financial Advisory Services:** Item was not discussed due to time.

6. **Adjourned:** Meeting adjourned at 3:00 P.M.

MINUTES OF THE 943rd MEETING

BOARD OF TRUSTEES
Orange County Mosquito and Vector Control District

TIME: 3:00 P.M. February 19, 2026

PLACE: 13001 Garden Grove Blvd., Garden Grove, CA 92843

PRESIDENT:	Robert Ruesch	Mission Viejo
VICE PRESIDENT:	Tanya Doby	Los Alamitos
SECRETARY:	John Taylor	San Juan Capistrano

TRUSTEES PRESENT:

Aliso Viejo	Garrett Dwyer	Laguna Niguel	Gene Johns
Anaheim	Carlos Leon	Laguna Woods	Pearl Lee
Brea	Cecilia Hupp	Los Alamitos	Tanya Doby
Buena Park	Lamiya Hoque	Mission Viejo	Bob Ruesch
Costa Mesa	Bill Turpit	Orange	Sean Chavarria
Cypress	Kyle Chang	Rancho Santa Margarita	April Josephson
Dana Point	John Gabbard	San Clemente	Zhen Wu
Fountain Valley	Kim Constantine	Seal Beach	Nathan Steele
Fullerton	Shana Charles	Stanton	Gary Taylor
Garden Grove	Ariana Arestegui	Tustin	Rebecca Gomez
Irvine	Melinda Liu	Villa Park	Kelly McBride
La Palma	Vikesh Patel	Westminster	Carlos Manzo
Laguna Hills	Erica Pezold	Yorba Linda	Peggy Huang

TRUSTEES ABSENT:

Huntington Beach	Gracey Van Der Mark	Placentia	Thomas Hummer
La Habra	James Gomez	San Juan Capistrano	John Taylor
Laguna Beach	Mark Orgill	Santa Ana	Benjamin Vazquez
Lake Forest	Robert Pequeño	County of Orange	Lisa Fernandez
Newport Beach	Erik Weigand		

Trustees Van Der Mark, Weigand, J. Taylor, and Fernandez had a notified absence.

OTHERS PRESENT:

Lora Young, District Manager
Miquel Jacobs, Director of Communications
Jerry Sims, Director of Operations
Amber Semrow, Director of Scientific Technical Services
Tawnia Pett, Executive Assistant/Clerk of the Board
Alex Severino, District Counsel

A. **Opening:**

1. **Call the Business Meeting to Order:** President Ruesch called the meeting to order at 3:00 P.M.

2. **Pledge of Allegiance:** President Ruesch asked Trustee Steel to lead the Pledge of Allegiance.

3. **Roll Call:** Twenty-six Trustees were present out of the current Board membership of 35.

   President Ruesch introduced the new Trustee from the cities of Irvine, Melinda Liu, and Villa Park, Kelly McBride.

4. **Election of Officers of the 2026 Executive Board:** Due to Vice President Mills no longer being on the District Board of Trustees, there was a vacancy for that position. Board President Ruesch nominated Secretary Doby for Vice President and to close nominations, Trustee Hupp seconded the nomination; Secretary Doby nominated Trustee J. Taylor for Secretary, Trustee Hupp seconded the nomination.

   Vote for the slate as nominated:

   Ayes: Trustees Dwyer, Leon, Hupp, Hoque, Turpit, Chang, Gabbard, Constantine, Charles, Arestegui, Liu, Patel, Pezold, Johns, Lee, Doby, Ruesch, Chavarria, Josephson, Wu, Steele, G. Taylor, R. Gomez, McBride, Manzo, and Huang.

   Noes: None.

   Abstained: None.

   Absent: Trustees Van Der Mark, J. Gomez, Orgill, Pequeño, Weigand, Hummer, J. Taylor, Vazquez, and Fernandez

B. **Public Comments: None**

C. **Presentations:**

1. Recognized Outgoing Trustees Medrano, Kim, Wanke, Mendoza, and Miles. Trustees Kim and Wanke were not in attendance.
2. Recognized Trustee Years of Service: 5 Years: Trustees Turpit and R. Gomez
3. Staff gave a presentation entitled “2025 Year in Review”
4. District Counsel gave a presentation entitled “Trustee Roles and Responsibilities”

D. **OCMVCD Committee Reports to the Board of Trustees: None**

E. **Consent Calendar: Items for Approval by General Consent:**

On motion from Trustee Pezold, seconded by Trustee Steele, and approved by unanimous vote, the Board of Trustees approved Consent Calendar Items E.2 through E.4. Agenda Item E.1 was passed by majority vote due to absences at the previous Board Meeting (Abstained: Trustees Turpit, Liu, Pezold, Johns, and Huang).

Ayes: Trustees Dwyer, Leon, Hupp, Hoque, Turpit, Chang, Gabbard, Constantine, Arestegui, Liu, Patel, Pezold, Johns, Lee, Doby, Ruesch, Chavarria, Josephson, Wu, Steele, G. Taylor, R. Gomez, McBride, Manzo, and Huang.

Noes: None.

Abstained: None.

Absent: Trustees Charles, Van Der Mark, J. Gomez, Orgill, Pequeño, Weigand, Hummer, J. Taylor, Vazquez, and Fernandez

1. **Approval of Minutes:** Approved, without reading, the minutes of 942nd Meeting of the Board of Trustees held January 15, 2025.

2. **Approved Warrant Register for December 2025: (Exhibit A)** Received and filed.

3. **Approved Monthly Financial Report for December 2025: (Exhibit A)** Received and filed.

4. **Approved Board Committee Assignments for 2026: (Exhibit A)**

F. **Business Items: None**

G. **Informational Items Only (No Action Necessary):**
1. **Staff Presentation:** Director of Scientific Technical Services Semrow gave an update on vector activity in the county.
2. **Staff Presentation:** Director of Operations Sims gave an update on operations activity in the county.
3. **Staff Presentation:** Director of Communications Jacobs gave an update on outreach activity in the county.
4. Trustee Terms of Office to Expire January 5, 2026 at 11:59 AM: Receive and filed.
5. Received and Filed Fiscal Year 2026-27 Budget Preparation Schedule: Received and filed.
6. Received and Filed Statement of Economic Interest 700 Form: Received and filed.

H. **President's Report and Trustee Comments: None**

I. **District Manager's Report:** District Manager Young reported:
1. Director of IT Ngo and Clerk of the Board Pett presented at the MVCAC Annual Conference
2. SB 827 Webinar is scheduled for March 4, 2026 for new and reappointed Trustees
3. Joint Committee Meeting of Budget & Finance and Building, Property, & Equipment Committees on March 4, 2026
4. Budget Workshops are scheduled for May 6 and 7, 2026 (Vice President Doby noted there is a conflict on those dates so other dates will be brought to the board at the next meeting)

J. **District Counsel Report: None**

K. **Correspondence:**
1. Multiple Trustees received mailed copies of the book "The Great Train Heist" by Michael Connino from an anonymous mailer.

L. **Future Agenda Items: None**

M. **Adjournment:**
1. President Ruesch adjourned the meeting at 3:55 P.M. to a regular meeting on Thursday, March 19, 2026.

I certify that the above minutes substantially reflect the actions taken by the Board of Trustees at its meeting held February 19, 2026.

Lora B. Young, District Manager

Approved as written and/or corrected by the Board of Trustees at its 944th

Nine hundred forty-fourth meeting held March 19, 2026

ATTEST: _____
John Taylor, Secretary

	Orange County Mosquito and Vector Control District	
	AGENDA ITEM E.2	**Date**
	Prepared By: Tan Nguyen, Director of Finance **Submitted By:** Lora Young, District Manager	March 19, 2026

Agenda Title:

Approve Warrant Register for January 2026

Recommended Action:

Receive and file.

Summary:

Receive and file payment of May warrant register dated March 19, 2026, in the amount of $602,957.21 presented by in-house check runs dated January 8, 15, 22, 27, 28 and 29, 2026.

Previous Relevant Board Actions for This Item:

Monthly report

Strategic Plan Compliance: 5. Financial Sustainability: 5.1: Conduct revenue assessment to determine long-term financial needs

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Fiscal Impact:
What Amount is being requested?
Is the Amount Requested Budgeted in the Current Fiscal Year?
If No, What Funds Are Requested?

Exhibits:

Exhibit A: January 2026 Warrant Report

ORANGE COUNTY MOSQUITO & VECTOR CONTROL DISTRICT

REGISTER OF DEMANDS March 19, 2026

ACCOUNTS PAYABLE REGISTER

ORANGE COUNTY MOSQUITO & VECTOR CONTROL DISTRICT		
REGISTER OF DEMANDS - AP REGISTER 03/19/2026		
AP/Check Run	1/8/2026	$ 72,431.05
AP/Check Run	1/15/2026	$ 37,828.34
AP/Check Run	1/22/2026	$ 23,844.35
AP/Check Run	1/27/2026	$ 9,503.45
AP/Check Run	1/28/2026	$ 11,613.33
AP/Check Run	1/29/2026	$ 14,698.10
P/R CalPERS1	1/5/2026	$ 49,147.09
P/R EDD	1/5/2026	$ 11,329.80
P/R EEASSOC	1/5/2026	$ 720.00
P/R ICMA	1/5/2026	$ 28,632.81
P/R IRS	1/5/2026	$ 39,815.45
P/R NATION	1/5/2026	$ 4,298.35
P/R TASC	1/5/2026	$ 3.96
P/R USB	1/5/2026	$ 278.39
P/R CalPERS1	1/22/2026	$ 48,404.15
P/R EDD	1/22/2026	$ 29,240.58
P/R EEASSOC	1/22/2026	$ 735.00
P/R ICMA	1/22/2026	$ 29,272.18
P/R IRS	1/22/2026	$ 39,206.21
P/R NATION	1/22/2026	$ 4,298.35
P/R TASC	1/22/2026	$ 2,910.63
P/R USB	1/22/2026	$ 263.19
P/R CalPERS1	1/29/2026	$ 47,946.22
P/R EDD	1/29/2026	$ 21,503.32
P/R EEASSOC	1/29/2026	$ 720.00
P/R ICMA	1/29/2026	$ 32,242.96
P/R IRS	1/29/2026	$ 34,530.46
P/R NATION	1/29/2026	$ 4,338.35
P/R TASC	1/29/2026	$ 2,910.63
P/R USB	1/29/2026	$ 290.51
Total		$ 602,957.21

I hereby certify that the claims or demands covered by the foregoing listed warrants have been audited as to the accuracy and availability of funds for payment thereof. Subscribed and sworn on date March 19, 2026.

Lora Young, District Manager

Tan Nguyen

Tan Nguyen, Director of Finance

Accounts Payable

Checks by Date - Summary by Check Date

User: dmedina@ocvector.org
Printed: 3/2/2026 8:09 AM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	CalPERS1	CalPERS	01/05/2026	49,147.09
ACH	EDD	Employment Development Dept.	01/05/2026	11,329.80
ACH	IRS	Internal Revenue Service	01/05/2026	39,815.45
ACH	NATION	Nationwide Retirement Solutions	01/05/2026	4,298.35
ACH	TASC	Total Administrative Services Corp.	01/05/2026	3.96
ACH	EEASSOC	OCVCD Employee Association	01/05/2026	720.00
ACH	ICMA	MissionSquare Retirement (ICMA)	01/05/2026	28,632.81
ACH	USB	PARS/U.S. Bank N.A. Minnesota	01/05/2026	278.39
Total for 1/5/2026:				134,225.85
ACH	CLA	CLIFTON LARSON ALLEN LLP	01/08/2026	5,200.00
ACH	CSDA	Calif. Special Districts Assoc.	01/08/2026	10,012.00
ACH	TARGET	Target Specialty Products	01/08/2026	1,150.28
ACH	VERIZON	Verizon Wireless Services LLC	01/08/2026	10,816.41
ACH	WESTCOAS	RJ International	01/08/2026	918.07
ACH	IRON	Iron Mountain Records Mgmt, Inc.	01/08/2026	418.77
29931	ALARM	Thomas E. Kindschi	01/08/2026	270.00
29932	AMAZON	AMAZON CAPITAL SERVICES	01/08/2026	3,492.92
29933	ARSI	AMERICAN RELIANCE SECURITY, INC.	01/08/2026	2,036.64
29934	AT T FAX	AT&T	01/08/2026	456.23
29935	AUTOCK	Auto Chek Centers, Inc.	01/08/2026	49.95
29936	BLACKHL	BLACKHOLE TECHNOLOGIES INC	01/08/2026	93.14
29937	CINTAS	Cintas Corporation No. 2	01/08/2026	2,596.25
29938	CROWN	Crown Maintenance	01/08/2026	275.00
29939	CWS	CAMERON WELDING SUPPLY	01/08/2026	1,457.30
29940	DOORKING	DOORKING INC	01/08/2026	57.95
29941	GFS	Governmental Financial Services	01/08/2026	2,800.00
29942	GRBL	GODOY REYES LANDCARE	01/08/2026	750.00
29943	HARPER	Harper & Burns, LLP	01/08/2026	5,471.80
29944	INSIGHT	Insight Public Sector, Inc.	01/08/2026	13,449.86
29945	LIFE	Life Technologies	01/08/2026	1,622.10
29946	MARLIN	MARLIN LEASING CORPORATION	01/08/2026	474.32
29947	McFadden	McFadden-Dale Industrial Hardware, LLC	01/08/2026	1,310.02
29948	PFLEET	PLAVAN COMMERCIAL FUELING, INC	01/08/2026	6,378.55
29949	PROLOCK	Professional Lock System, Inc.	01/08/2026	435.00
29950	SMART	Smart & Final Stores Corp	01/08/2026	438.49
Total for 1/8/2026:				72,431.05
ACH	GRIFF	GRIFFIN STRUCTURES, INC.	01/15/2026	7,655.80
ACH	GG DISP	Republic Waste Svcs of So. Calif., LLC	01/15/2026	2,456.74
ACH	SPECTRUM	Charter Communications	01/15/2026	1,494.00
ACH	Steri	STERICYCLE	01/15/2026	596.75
ACH	TARGET	Target Specialty Products	01/15/2026	16,461.85
29951	AT&T	AT&T	01/15/2026	64.90
29952	AUTO Z	Auto Zone, Inc.	01/15/2026	783.31

29953	CAGATE	California Gate & Entry System	01/15/2026	466.95
29954	CINTAS	Cintas Corporation No. 2	01/15/2026	1,244.21
29955	CWS	CAMERON WELDING SUPPLY	01/15/2026	997.24
29956	HASLER	QUADIENT LEASING USA, INC	01/15/2026	678.04
29957	HOME DEP	Home Depot Credit Services	01/15/2026	1,551.04
29958	ISDOC	ISDOC	01/15/2026	50.00
29959	ISUNZA	KEVIN ISUNZA	01/15/2026	706.07
29960	McFadden	McFadden-Dale Industrial Hardware, LLC	01/15/2026	3.88
29961	OC FIRE	Orange County Fire Protection	01/15/2026	221.04
29962	Players	Michael J. Mackenzie	01/15/2026	487.10
29963	PRIMO	BLUE TRITON BRANDS INC	01/15/2026	689.42
29964	PROACTIV	Proactive Work Health Medical Center, Inc.	01/15/2026	170.00
29965	WOODRUFF	Woodruff & Smart	01/15/2026	1,050.00
Total for 1/15/2026:				37,828.34
ACH	CalPERS1	CalPERS	01/22/2026	48,404.15
ACH	EDD	Employment Development Dept.	01/22/2026	29,240.58
ACH	IRS	Internal Revenue Service	01/22/2026	39,206.21
ACH	NATION	Nationwide Retirement Solutions	01/22/2026	4,298.35
ACH	TASC	Total Administrative Services Corp.	01/22/2026	2,910.63
ACH	EEASSOC	OCVCD Employee Association	01/22/2026	735.00
ACH	ICMA	MissionSquare Retirement (ICMA)	01/22/2026	29,272.18
ACH	USB	PARS/U.S. Bank N.A. Minnesota	01/22/2026	263.19
ACH	NEOGOV	GovernmentJobs.com, Inc.	01/22/2026	358.90
ACH	WESTCOAS	RJ International	01/22/2026	161.32
29966	CAGATE	California Gate & Entry System	01/22/2026	151.02
29967	CINTAS	Cintas Corporation No. 2	01/22/2026	1,598.88
29968	DOORKING	DOORKING INC	01/22/2026	49.95
29969	HASFIN	Quadient Finance USA, Inc	01/22/2026	22.81
29970	KRUSE	KRUSE FEED & SUPPLY INC.	01/22/2026	28.22
29971	LIFE	Life Technologies	01/22/2026	2,097.03
29972	LIFTECH	Michael Patrick Vane	01/22/2026	1,000.00
29973	McFadden	McFadden-Dale Industrial Hardware, LLC	01/22/2026	18.86
29974	MOREY	Nick Morey	01/22/2026	189.74
29975	PFLEET	PLAVAN COMMERCIAL FUELING, INC	01/22/2026	2,813.55
29976	PROLOCK	Professional Lock System, Inc.	01/22/2026	5,748.73
29977	QDOXS	Q Document Solutions, Inc,	01/22/2026	178.75
29978	SCE	Southern Calif. Edison	01/22/2026	7,379.04
29979	SCG	Southern Calif. Gas Co.	01/22/2026	1,037.55
29980	SHOE INC	GCP WW Holdco LLC	01/22/2026	200.00
29981	TRAN	TRINH TRAN	01/22/2026	810.00
Total for 1/22/2026:				178,174.64
ACH	ARIASA	Adina Arias	01/27/2026	234.05
ACH	BENNETT	Stephen Bennett	01/27/2026	234.05
ACH	BLAYLOCK	Viki Blaylock	01/27/2026	234.05
ACH	BOBBITT	Catherine Bobbitt	01/27/2026	234.05
ACH	Cavileer	Raymond Cavileer	01/27/2026	234.05
ACH	CUMMINGS	Robert F. Cummings	01/27/2026	234.05
ACH	Drews	John Drews	01/27/2026	234.05
ACH	EDISON	SUZANNE R. EDISON	01/27/2026	202.90
ACH	EVER	SANDRA EVERINGHAM	01/27/2026	202.90
ACH	FOGARTY	Carrie Fogarty	01/27/2026	234.05
ACH	Goedhart	Gerard Goedhart	01/27/2026	234.05
ACH	Huff	Robert Huff	01/27/2026	234.05

ACH	Kimball	Deborah Kimball	01/27/2026	234.05
ACH	KOENIG	Steve Koenig	01/27/2026	234.05
ACH	LACHANCE	Patricia LaChance	01/27/2026	202.90
ACH	LOUGHNER	LINDA LOUGHNER	01/27/2026	202.90
ACH	McCarty	Danny McCarty	01/27/2026	234.05
ACH	MILLER J	Jon Miller	01/27/2026	234.05
ACH	Newton	John Newton	01/27/2026	405.80
ACH	Niewola	Urszula Niewola	01/27/2026	234.05
ACH	PARSONS	John Parsons	01/27/2026	234.05
ACH	Plummer	John Clark Plummer	01/27/2026	234.05
ACH	POSPISIL	Terry Pospisil	01/27/2026	234.05
ACH	Rehders	Renee Rehders	01/27/2026	234.05
ACH	Reinig	Allyson Reinig	01/27/2026	234.05
ACH	Reisin	Caroline Reisinger	01/27/2026	234.05
ACH	Rincon	Claudio Rincon	01/27/2026	234.05
ACH	SCOTT	WALTRAUT SCOTT	01/27/2026	202.90
ACH	SHAW	LAWRENCE SHAW	01/27/2026	234.05
ACH	ARESTEGU	ARIANA ARESTEGUI	01/27/2026	100.00
ACH	CHANG	KYLE CHANG	01/27/2026	100.00
ACH	CHARLESS	SHANA CHARLES	01/27/2026	100.00
ACH	CHAVA	SEAN CHAVARRIA	01/27/2026	100.00
ACH	CONSTANT	Kim Constantine	01/27/2026	100.00
ACH	DOBYT	Tanya Doby	01/27/2026	100.00
ACH	DWYER	GARRETT DWYER	01/27/2026	100.00
ACH	GABBARDJ	JOHN GABBARD	01/27/2026	100.00
ACH	GOMEZ	James Gomez	01/27/2026	100.00
ACH	GOMEZR	REBECCA GOMEZ	01/27/2026	100.00
ACH	HOQUE	LAMIYA HOQUE	01/27/2026	100.00
ACH	HUPP	Cecilia T. Hupp	01/27/2026	100.00
ACH	JOSEPH	April Josephson	01/27/2026	100.00
ACH	LEE	EUN JU LEE	01/27/2026	100.00
ACH	LEONC	CARLOS LEON	01/27/2026	100.00
ACH	MANZO	CARLOS MANZO	01/27/2026	100.00
ACH	MILESC	Crystal Miles	01/27/2026	100.00
ACH	PATEL	VIKESH PATEL	01/27/2026	100.00
ACH	PEQUENOR	ROBERT PEQUENO	01/27/2026	100.00
ACH	RUESCH	Robert J. Ruesch	01/27/2026	100.00
ACH	STEELEN	NATHAN STEELE	01/27/2026	100.00
ACH	TAYLORG	Gary Taylor	01/27/2026	100.00
ACH	VANDERMA	GRICELDA VAN DER MARK	01/27/2026	100.00
ACH	VAZQUEZ	BENJAMIN VAZQUEZ	01/27/2026	100.00
ACH	WEIGAND	ERIK WEIGAND	01/27/2026	100.00
ACH	WU	ZHEN WU	01/27/2026	100.00
29982	TAYLOR	John Taylor	01/27/2026	100.00
Total for 1/27/2026:				9,503.45
ACH	FM	CARDMEMBER SERVICE	01/28/2026	11,613.33
Total for 1/28/2026:				11,613.33
ACH	CalPERS1	CalPERS	01/29/2026	47,946.22
ACH	EDD	Employment Development Dept.	01/29/2026	21,503.32
ACH	IRS	Internal Revenue Service	01/29/2026	34,530.46
ACH	NATION	Nationwide Retirement Solutions	01/29/2026	4,338.35
ACH	TASC	Total Administrative Services Corp.	01/29/2026	2,910.63
ACH	EEASSOC	OCVCD Employee Association	01/29/2026	720.00

ACH	ICMA	MissionSquare Retirement (ICMA)	01/29/2026	32,242.96
ACH	USB	PARS/U.S. Bank N.A. Minnesota	01/29/2026	290.51
29983	AT T FAX	AT&T	01/29/2026	457.83
29984	CINTAS	Cintas Corporation No. 2	01/29/2026	1,152.32
29985	CPS HR	Cooperative Personnel Services	01/29/2026	9,762.50
29986	CROWN	Crown Maintenance	01/29/2026	290.00
29987	McFadden	McFadden-Dale Industrial Hardware, LLC	01/29/2026	95.04
29988	PARS	Public Agency Retirement Svcs	01/29/2026	520.71
29989	PEPBOYS	THE PEP BOYS	01/29/2026	989.64
29990	RONCO	Ronco Plastics	01/29/2026	1,430.06
Total for 1/29/2026:				159,180.55
		Report Total (153 checks):		602,957.21

Warrant Request

Date:	2/20/2026	**Vendor Name:**	FM CARDMEMBER SERVICE
Vendor No.	FM	**Address:**	PO BOX 790408
Total $	$16,944.88		ST LOUIS, MO 63179-0408
Prepared By:	DM		
Check No.	ACH		

Account #	Description	P.O. #	Invoice #	Amount
10.350.7008	HEMOSTAT LABRATORIES		AS0226	$ 134.15
10.350.7008	WWW COSTCO COM		AS0226	$ 86.95
10.350.7008	THE WEBSTAURANT STORE		AS0226	$ 116.06
10.350.7001	ECOLOGYSUPPLIES.COM		AS0226	$ 707.43
10.350.7008	INDUSTRIAL METAL SUPPL		AS0226	$ 58.19
10.350.7008	HEMOSTAT LABRATORIES		AS0226	$ 193.14
10.310.7907	ALASKA - SANTA ANA TO/FROM PORTLAND		AS0226	$ 42.51
10.350.7008	THE HOME DEPOT		AS0226	$ 58.04
10.350.7008	WALMART.COM		AS0226	$ 221.83
10.350.7001	THE WEBSTAURANT STORE		AS0226	$ 139.24
10.310.7907	MUNICIPAL WATER OC		AS0226	$ 25.00
10.310.7009	ALIEXPRESS		AS0226	$ 289.49
10.310.7009	ALIEXPRESS		AS0226	$ 289.49
10.410.7001	SP LAWNREPLACEMENT		JS0226	$ 47.94
10.410.7906	PESTED.COM LLC		JS0226	$ 70.00
10.440.7407	SUPPLYHOUSE.COM		JS0226	$ 80.88
10.440.7407	PARTS TOWN LLC		JS0226	$ 1,971.53
10.410.7001	HOMEDEPOT.COM		JS0226	$ 48.70
10.440.7411	VISIPLEX		JS0226	$ 1,287.00
10.410.7907	ALASKA - SANTA ANA TO/FROM PORTLAND		JS0226	$ 361.80
10.410.7907	ALASKA - SANTA ANA TO/FROM PORTLAND		JS0226	$ 306.80
10.410.7907	ALASKA - SANTA ANA TO/FROM PORTLAND		JS0226	$ 306.80
10.430.7001	INDUSTRIAL PLASTIC SUP		JS0226	$ 150.85
10.440.7001	ALLIED REFRIGERATION		JS0226	$ 28.05
10.410.7006	THE UPS STORE		JS0226	$ 73.27
10.520.7511	STARLINK INTERNET		LN0226	$ 65.00
10.520.7511	GOTOCOM GOTOCONNECT		LN0226	$ 1,358.20
10.520.7511	WEB REG NETWORK SOLUTI		LN0226	$ 21.99
10.520.7003	LENOVO UNITED STATES		LN0226	$ 2,461.07
10.520.7511	ZOOM.COM		LN0226	$ 50.97
	SEE ATTACHED FOR MORE			

APPROVAL: **Dept Head/District Manager**

Director of Finance Tan Nguyen

SPECIAL INSTRUCTIONS/COMMENTS:

FUND	DESC.	INVOICE #	TOTAL
10.520.7024	MICROSOFT STORE	LN0226	$ 99.00
10.120.7907	DD DOORDASH LUNA GRILL	LN0226	$ 157.45
10.520.7511	WEB REG NETWORK SOLUTI	LN0226	$ 70.18
10.520.7511	WEB REG NETWORK SOLUTI	LN0226	$ 144.35
10.520.7003	B&H PHOTO	LN0226	$ 2,019.39
10.520.7907	CSULB FOUNDATION	LN0226	$ 15.00
10.520.7511	GOOGLE CLOUD	LN0226	$ 56.21
10.210.7504	CLIFTON LARSON ALLEN	LY0226	$ 5,200.00
10.410.7001	TARGET SPECIALTY PRODU	LY0226	$ 1,066.78
10.410.7016	TARGET SPECIALTY PRODU	LY0226	$ 83.50
10.140.7001	WESTCOAST INDUSTRIES	LY0226	$ 918.07
10.140.7903	CALIFORNIA SPECIAL DIS	LY0226	$ 10,012.00
10.120.7110	VERIZONWRLSS	LY0226	$ 10,816.41
10.210.7001	SAFEGUARD BY SOLV	LY0226	$ 169.76
10.510.7022	GOOGLE ONE	LY0226	$ 19.99
10.120.7907	SOUTHWEST - LONG BEACH TO/FROM SACRAMENTO	LY0226	$ 229.97
10.310.7012	STERICYCLE	LY0226	$ 596.75
10.410.7014	TARGET SPECIALTY PRODU	LY0226	$ 17,489.21
10.430.7803	TARGET SPECIALTY PRODU	LY0226	$ (1,027.36)
60.600.7508	REPUBLIC SERVICES	LY0226	$ 1,548.25
10.140.7410	REPUBLIC SERVICES	LY0226	$ 908.49
10.140.7120	SPECTRUM	LY0226	$ 1,494.00
10.120.7907	BJS RESTAURANT	LY0226	$ 172.38
10.210.7511	NEOGOV	LY0226	$ 358.90
10.410.7017	WESTCOAST INDUSTRIES	LY0226	$ 161.32
10.120.7907	SOUTHWEST - LONG BEACH TO/FROM SACRAMENTO	LY0226	$ 253.97
10.210.7504	CLIFTON LARSON ALLEN	LY0226	$ (5,200.00)
10.410.7001	TARGET SPECIALTY PRODU	LY0226	$ (1,066.78)
10.410.7016	TARGET SPECIALTY PRODU	LY0226	$ (83.50)
10.140.7001	WESTCOAST INDUSTRIES	LY0226	$ (918.07)
10.140.7903	CALIFORNIA SPECIAL DIS	LY0226	$ (10,012.00)
10.120.7110	VERIZONWRLSS	LY0226	$ (10,816.41)
10.310.7012	STERICYCLE	LY0226	$ (596.75)
10.410.7014	TARGET SPECIALTY PRODU	LY0226	$ (17,489.21)
10.430.7803	TARGET SPECIALTY PRODU	LY0226	$ 1,027.36
60.600.7508	REPUBLIC SERVICES	LY0226	$ (1,548.25)
10.140.7410	REPUBLIC SERVICES	LY0226	$ (908.49)
10.140.7120	SPECTRUM	LY0226	$ (1,494.00)
10.210.7511	NEOGOV	LY0226	$ (358.90)
10.410.7017	WESTCOAST INDUSTRIES	LY0226	$ (161.32)
10.510.7602	CREDIT RETURN - 4TE FACILITRON	MJ0226	$ (28.75)
10.510.7602	CREDIT RETURN - 4TE FACILITRON	MJ0226	$ (27.50)
10.510.7022	WWW.ARTLIST.IO	MJ0226	$ 59.99
10.510.7602	4TE FACILITRON	MJ0226	$ 28.75
10.510.7022	X CORP PAID FEATURES	MJ0226	$ 8.00
10.510.7022	OPEN AI CHATGPT SUBSCR	MJ0226	$ 20.00
10.510.7022	NARRATIVE	MJ0226	$ 15.00
10.510.7602	4TE FACILITRON	MJ0226	$ 28.75
10.510.7907	AMCA	MJ0226	$ 125.00
10.510.7602	4TE FACILITRON	MJ0226	$ 28.75
10.510.7907	OUTBACK	MJ0226	$ 35.48
10.510.7022	NARRATIVE FEE	MJ0226	$ 0.30
10.000.4300	RETURNED PAYMENT FEE	RC0226	$ 35.00

10.210.7020	MS CAREERS	SV0226	$	99.00
10.120.7901	SMART AND FINAL	SV0226	$	38.21
10.120.7901	DOLLAR TREE	SV0226	$	39.15
10.120.7901	IC COSTCO BY IN	SV0226	$	170.07
10.210.7020	TARGET.COM	SV0226	$	45.68
10.120.7901	TST CALI TACOS	SV0226	$	655.66
10.210.7020	VONS	SV0226	$	40.00
10.430.7001	SOCAL AIR WELDING SUPP	SV0226	$	47.73
10.210.7020	CORTINAS ORANGE	SV0226	$	106.88
10.120.7901	SAMS CLUB.COM	SV0226	$	78.73
10.120.7901	IC COSTCO BY IN	SV0226	$	66.27
10.120.7901	MICHAELS	SV0226	$	43.95
10.120.7901	VONS	SV0226	$	31.17
10.210.7020	BJS RESTAURANT	SV0226	$	84.35
10.210.7903	SOCIETY FOR HUMAN RESOURC	SV0226	$	299.00
10.120.7019	OC REGISTER SUB	TP0226	$	48.00
10.140.7903	NATIONAL ASSOCIATION O	TP0226	$	134.00
10.110.7001	COSTCO WHSE	TP0226	$	112.28
10.120.7019	LA TIMES SUBSCRIPTION	TP0226	$	15.96
			$	16,944.88

	Orange County Mosquito and Vector Control District	
	AGENDA ITEM E.3	**Date**
	Prepared By: Tan Nguyen, Director of Finance **Submitted By:** Lora Young, District Manager	March 19, 2026

Agenda Title:

Approve Monthly Financial Report for January 2026

Recommended Action:

Receive and file.

Summary:

Receive and file the Orange County Mosquito and Vector Control District Monthly Financial Report for January 2026.

Previous Relevant Board Actions for This Item:

Monthly report

Strategic Plan Compliance: 5. Financial Sustainability: 5.1: Conduct revenue assessment to determine long-term financial needs

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Fiscal Impact:
What Amount is being requested?
Is the Amount Requested Budgeted in the Current Fiscal Year?
If No, What Funds Are Requested?

Exhibits:

Exhibit A: Monthly Financial Report for January 2026

Orange County Mosquito and Vector Control District
Monthly Financial Report
Month Ending January 31, 2026

Fund No.	Fund	Cash Balance 12/31/2025	Revenue	Expenditures	Transfers	Accrual Adjustment	Cash Balance 1/31/2026	Cash Balance 1/31/2025
10	Operating	$ 16,180,834	$ 1,537,624	$ 984,797	$ -	$ 2,052	$ 16,735,713	$ 15,958,912
20	Vehicle Replacement	777,414	-	-	-	-	777,414	704,783
30	Liability Reserve	508,513	-	-	-	-	508,513	392,999
40	Equipment Replacement	935,985	-	-	-	-	935,985	891,181
50	Emergency Vector Control	1,874,009	-	-	-	-	1,874,009	1,784,304
60	Facility Improvement	17,814,913	10,251	1,548	-	-	17,823,616	14,761,096
70	Habitat Remediation	100,002	-	-	-	-	100,002	100,002
90	Retiree Medical Insurance	443,426	4,089	6,803	-	-	440,712	298,608
95	Retirement Contingency	688,186	-	-	-	-	688,186	636,508
99	Payroll Clearing	(3,557)	-	-	-	109,448	105,891	100,327
		$ 39,319,725	**$ 1,551,964**	**$ 993,148**	**$ -**	**$ 111,500**	**$ 39,990,041**	**$ 35,628,720**

Cash & Investment Balances:		Monthly Yield
California LAIF	$ 32,380,560	3.931%
Stifel Brokerage account		
Cash sweep account	(531)	0.38%
Fixed income - Muni (par)	495,000	3.19%
Fixed income - other (par)	5,611,000	4.51%
Unamortized premium/(discount) on investments	46,571	n/a
F&M Checking	1,334,703	n/a
Payroll Checking	112,738	n/a
Petty Cash - Checking	10,000	n/a
Total Cash and Investments	**$ 39,990,041**	

Section 115 Irrevocable Trust Balances:		3-month return
PARS Post-Employment Benefits Trust	$ 6,296,358	1.99%
PARS Pension Trust	4,670,114	2.00%
Total PARS Trust Balances	$ 10,966,472	

Lora Young
District Manager

Tan Nguyen
Director of Finance

Monthly Cash Flow

Month	Revenue	Expenditures	Transfers	Accrual Adjustment	Monthly Cash Flow	Prior Year Comparison
July	$ 134,841	$ 1,617,695	$ -	$ 181,776	$ (1,301,078)	$ (900,004)
August	(38,483)	2,328,913	-	38,231	(2,329,165)	(2,761,761)
September	215,173	1,221,895	-	(100,305)	(1,107,027)	(1,047,423)
October	423,537	1,591,627	-	3,265	(1,164,825)	(909,658)
November	3,539,327	1,201,230	-	(13,400)	2,324,697	2,488,803
December	6,322,072	1,957,354	-	(104,138)	4,260,580	3,752,462
January	1,551,964	993,148	-	111,500	670,316	1,398,766
February					-	(840,960)
March					-	357,084
April					-	4,683,657
May					-	(195,105)
June					-	(996,853)
Total YTD	$ 12,148,431	$ 10,911,862	$ -	$ 116,929	$ 1,353,498	$ 5,029,008

Revenues: 58% of Fiscal Year

10-Operating Fund	Budget	Actual	Percentage	
Property Taxes	$ 8,259,625	$ 5,042,507	61.1%	The major distributions of property tax and benefit assessments occur in four installments: December, January, April, and May.
1996 Benefit Assessment	1,589,500	901,533	56.7%	
2004 Benefit Assessment	8,168,700	4,578,351	56.0%	
Interest and Concessions	505,000	560,113	110.9%	Note 1
Miscellaneous	25,000	1,715	6.9%	
Successor Agency Passthru/Residual	600,000	490,435	81.7%	Monies come through the County and are unpredictable
Rent for Cell Sites	28,000	20,844	74.4%	
VCJPA Pooled Services	25,000	-	0.0%	
CDPH - CA State Grant	-	-	0.0%	
Charges for Services	42,000	44,274	105.4%	Receipts for prior year billings have been received in FY 25/26.
Total Operating Fund Revenues	**19,242,825**	**11,639,772**	**60.5%**	

No.	Other Funds	Budget	Actual	Percentage	
20	Vehicle Replacement	25,000	13,497	54.0%	Note 1
30	Liability Reserve	7,500	8,828	117.7%	Note 1
40	Equipment Replacement	17,000	16,250	95.6%	Note 1
50	Emergency Vector Control	30,000	32,535	108.5%	Note 1
60	Facility Improvement	415,000	394,310	95.0%	Note 1
70	Habitat Remediation	-	-	0.0%	
90	Retiree Medical Insurance	32,000	26,083	81.5%	
95	Retirement Contingency	11,500	17,156	149.2%	Note 1
	Total Other Funds	**505,500**	**508,659**	**100.6%**	
	Total Revenue	**$ 19,780,825**	**$ 12,148,431**	**61.4%**	

Note 1: Throughout the fiscal year, interest receipts are recorded as revenue when cash payments are received. At year-end, any difference between the market and book value of investments is an unrealized gain or loss and is recorded as a component of interest revenue. Interest rates and market value have an inverse relationship whereby rising interest rates result in declining market value. Consequently, interest receipt trends do not predict the year-end interest revenue that will be reported in the annual financial statements. Each quarter, interest receipts are allocated to other funds based on each fund's balance in the District's pool. The majority of revenue in funds 20, 30, 40, 50, 60, and 95 is interest earnings.

Expenditures: 58% of Fiscal Year

No.	10-Operating Fund	Budget	Actual	Percentage	
110	Trustees	$ 52,700	$ 18,048	34.2%	
120	District Manager	565,895	316,146	55.9%	
130	Legal Services	120,000	34,325	28.6%	
140	Non-Departmental	419,000	253,944	60.6%	
	Executive	**1,157,595**	**622,463**	**53.8%**	
210	Administrative Services	1,142,975	626,757	54.8%	
220	Insurance	987,000	704,015	71.3%	Annual insurance premiums were paid in August.
	Administrative Services	**2,129,975**	**1,330,772**	**62.5%**	
310	Technical Services	2,077,406	1,309,438	63.0%	
350	SIT Program	598,573	298,337	49.8%	
	Scientific Technical Services	**2,675,979**	**1,607,775**	**60.1%**	
410	Field Operations	7,566,707	4,467,382	59.0%	
430	Vehicle Maintenance	732,264	868,649	118.6%	Several vehicles were acquired in August
440	Building Maintenance	589,542	165,866	28.1%	
	Operations	**8,888,513**	**5,501,897**	**61.9%**	
510	Public Information	855,746	261,836	30.6%	
520	Information Technology	1,054,441	621,767	59.0%	
530	Public Service	209,564	185,252	88.4%	
	Public Information	**2,119,751**	**1,068,855**	**50.4%**	
	Total Operating Fund Expenditures	**16,971,813**	**10,131,762**	**59.7%**	

No.	Other Funds	Budget	Actual	Percentage	
20	Vehicle Replacement	-	-	0.0%	
30	Liability Reserve	-	-	0.0%	
40	Equipment Replacement	-	-	0.0%	
50	Emergency Vector Control	-	-	0.0%	
60	Facility Improvement	151,700	143,534	94.6%	The budgeted facility improvement was done in October 2025.
70	Habitat Remediation	-	-	0.0%	
90	Retiree Medical Insurance	436,000	336,566	77.2%	A $200K contribution to the PARS trust was made in December 2025.
95	Retirement Contingency	300,000	300,000	100.0%	A $300K contribution to the PARS trust was made in December 2025.
	Total Other Funds	**887,700**	**780,100**	**87.9%**	
	Total Expenditures	**$ 17,859,513**	**$ 10,911,862**	**61.1%**	

STIFEL

STIFEL ACCOUNT STATEMENT

ORANGE COUNTY MOSQUITO &
VECTOR CONTROL DISTRICT
13001 GARDEN GROVE BLVD
GARDEN GROVE CA 92843-2102

PORTFOLIO SUMMARY	January 31	December 31
Net Cash Equivalents **	-530.92	2,295.56
Net Portfolio Assets held at Stifel	5,770,264.30	5,754,083.78
Net Portfolio Assets not held at Stifel		
Net Portfolio Value	**$5,769,733.38**	**$5,756,379.34**

YOUR CHANGE IN PORTFOLIO VALUE	January 31	December 31
Net Cash Flow (Inflows/Outflows) [2]		
Securities Transferred In/Out		
Income and Distributions	71,940.88	101,547.72
Change in Securities Value	-58,586.84	-78,754.57
Net Change in Portfolio Value	**$13,354.04**	**$22,793.15**

** See the Stifel Insured Bank Deposit Program Disclosure Statements for additional information.
[2] Does not include cost or proceeds for buy or sell transactions.

Your Financial Advisor (LU04):
SANDRA HEDSTROM WHEELER
Telephone: (805) 783-2921

Office Serving Your Account:
4460 BROAD STREET
SUITE 210
SAN LUIS OBISPO, CA 93401

PRIMARY INVESTMENT OBJECTIVE: Income
RISK TOLERANCE: Moderate
For a full definition of this objective and risk tolerance, including the use of margin, please see www.stifel.com, IMPORTANT DISCLOSURES, or contact your Financial Advisor. If you have any questions concerning your investment objective or risk tolerance, or wish to make a change, please contact your Financial Advisor or the Branch Manager for this office.

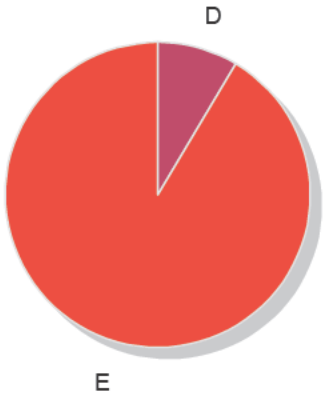
TRADING TAX LOT RELIEF METHOD: First In, First Out

INVESTOR UPDATE
What are your financial resolutions for 2026? Put away more for retirement? Start saving for college? Review estate planning matters? Whatever your goals may be, your Stifel Financial Advisor can help.

ACCOUNT PROTECTION
Stifel, Nicolaus & Company, Incorporated provides up to $150 million of coverage for securities held in client accounts, of which $1.15 million may be in cash deposits. Ask your Financial Advisor for more details.

YOUR ASSET SUMMARY

	Value on January 31, 2026 ($)	Percentage of your account
A Net Cash Equivalents**	-530.92	-0.01%
D Fixed Income-Muni	494,456.45	8.57%
E Fixed Income-Other	5,275,807.85	91.43%
Total Assets	$5,769,733.38	100.00%



Thank you for allowing Stifel to serve you. In order to protect your rights, including rights under the Securities Investor Protection Act (SIPA), please promptly report, in writing, any inaccuracies or discrepancies in this account or statement to the Compliance Department of Stifel at the address below. If you have any questions regarding your account or this statement, please contact your Financial Advisor or the Branch Manager for this office. For additional information regarding your Stifel account, please refer to the current Stifel Account Agreement and Disclosure Booklet, which is available at www.stifel.com/disclosures/account-agreement.

ASSET SUMMARY

	Value as of **January 31, 2026**				Gains/(-)Losses		
						Realized	
	At Stifel	*Not at Stifel*	*Total*	*% of assets **	*Unrealized*	*This Period*	*Year-to-date*
Cash	-206,303.61		-206,303.61				
Cash Sweep/Non-Sweep**	205,772.69		205,772.69				
Margin Balance							
A. Net Cash Equivalents	**-$530.92**		**-$530.92**				
B. Equities							
C. Preferreds							
D. Fixed Income-Muni	494,456.45		494,456.45	8.57%	-3,975.65		
E. Fixed Income-Other	5,275,807.85		5,275,807.85	91.43%	-14,574.75		
F. Mutual Funds							
G. Unit Investment Trusts							
H. Insurance Products							
I. Alternative Investments							
J. Other Investments							
K. Stifel Smart Rate Program **							
Net Portfolio Assets	**$5,770,264.30**	**$0.00**	**$5,770,264.30**	**100.01%**	**-$18,550.40**	**$0.00**	**$0.00**
Net Portfolio Value	**$5,769,733.38**	**$0.00**	**$5,769,733.38**	**100.00%**	**-$18,550.40**	**$0.00**	**$0.00**

INCOME & DISTRIBUTION SUMMARY

	Security Type	*Year-to-date*	*This period*
Dividends	Tax-Exempt		
	Taxable		
Interest	Tax-Exempt		
	Taxable	21,847.49	21,847.49
Capital Gain Distributions			
Return of Principal		50,093.39	50,093.39
Other			
Total Income & Distributions		**$71,940.88**	**$71,940.88**

INFORMATION SUMMARY

	Security Type	*Year-to-date*	*This period*
Accrued Interest Paid	Tax-Exempt		
	Taxable	2,931.12	2,931.12
Accrued Interest	Tax-Exempt		
Received	Taxable	1,711.11	1,711.11
Gross Proceeds		233,995.00	233,995.00
Federal Withholding			
Foreign Taxes Paid			
Margin Interest Charged			

* Please note "% of assets" figures are shown gross of any amounts owed to Stifel and/or net short positions.
** Includes balances that are FDIC insured bank deposits and not covered by SIPC, including Stifel Reserve Deposit Network balances that are not immediately liquid. Refer to the Asset Details page for more information. Does not include cash held in your Securities Account.

ASSET DETAILS

This section shows the cash equivalents and/or securities in your account. Prices obtained from outside sources are considered reliable but are not guaranteed by Stifel. Actual prices may vary, and upon sale, you may receive more or less than your original purchase price. Contact your Financial Advisor for current price quotes. Gain/Loss is provided for informational purposes only. Cost basis may be adjusted for, but not limited to, amortization, accretion, principal paydowns, capital changes, listed option premiums, gifting rules, inheritance step-up, or wash sales. The Gain/Loss information should not be used for tax preparation without the assistance of your tax advisor. Lot detail quantity displayed is truncated to the one thousandth of a share.

NET CASH EQUIVALENTS

	Current value	*Cost Basis*	*Estimated Annualized Income*	*Rate at Month End*
CASH	-206,303.61	-206,303.61		
STIFEL FDIC INSURED	205,772.69	205,772.69	20.58	0.01%
Total Net Cash Equivalents	**-$530.92**	**-$530.92**	**$20.58**	**-3.88%**

STIFEL INSURED BANK DEPOSIT PROGRAM
Funds deposited through the Stifel Insured Bank Deposit Program (the "Program") may be deposited at multiple banks. The Program's Disclosure Statement is available at www.stifel.com/disclosures/account-agreement. The deposits are not covered by the Securities Investor Protection Corporation ("SIPC"). Deposits are insured by the FDIC within applicable limits.

Balances in the Program or in any money market fund offered as an available fund for Cash Investment Services at Stifel, subject to applicable limits, can be liquidated upon request and the proceeds returned to your Securities Account or can be distributed directly to you with the proper withdrawal form on file.

PORTFOLIO ASSETS - HELD AT STIFEL

Fixed Income-Muni	*Symbol/ Bond Rating/ Type*	*Quantity*	*Current Price/ Current Value*	*Average Unit Cost/ Cost Basis*	*Accrued Income* [6]	*Unrealized Gain/(-)Loss* [10]	*Estimated Annualized Income*	*Estimated Yield %*
BAY AREA TOLL AUTH CA TOLL BRDG REV SAN FRANCISO F 1 B/E TXBL CPN 2.425% DUE 04/01/26 DTD 09/26/19 FC 04/01/20 CUSIP: 072024WR9 *Original Cost: 133,472.85*	S&P: AA Moody: Aa3 **Cash**	125,000	99.7970 124,746.25	100.2372 125,296.55	1,010.42	-550.30	3,031.25	2.43%
UNIVERSITY CA REV RFDG GENL SER AS B/E TXBL CPN 2.587% DUE 05/15/26 DTD 04/20/16 FC 11/15/16 CUSIP: 91412GE27 *Original Cost: 161,363.00*	S&P: AA Moody: Aa2 **Cash**	150,000	99.6880 149,532.00	100.4488 150,673.21	819.22	-1,141.21	3,880.50	2.60%

ASSET DETAILS (continued)

PORTFOLIO ASSETS - HELD AT STIFEL (continued)

Fixed Income-Muni	Symbol/ Bond Rating/ Type	Quantity	Current Price/ Current Value	Average Unit Cost/ Cost Basis	Accrued Income[6]	Unrealized Gain/(-)Loss[10]	Estimated Annualized Income	Estimated Yield %
MASSACHUSETTS EDL FING AUTH ED LN ISSUE L SR SER A REV B/E TXBL CPN 4.038% DUE 07/01/26 DTD 06/13/18 FC 01/01/19 CUSIP: 57563RPM5 *Original Cost: 248,805.20*	S&P: AAA **Cash**	220,000	100.0810 220,178.20	101.1192 222,462.34	740.30	-2,284.14	8,883.60	4.03%
Total Fixed Income-Muni		**495,000**	**$494,456.45**	**$498,432.10**	**$2,569.94**	**-$3,975.65**	**$15,795.35**	**3.19%**

Municipal Bonds held may or may not be tax free. Please consult with your tax advisor.

Fixed Income-Other	Symbol/ Bond Rating/ Type	Quantity	Current Price/ Current Value	Average Unit Cost/ Cost Basis	Accrued Income[6]	Unrealized Gain/(-)Loss[10]	Estimated Annualized Income	Estimated Yield %
LEGG MASON INC SR NOTE CPN 4.750% DUE 03/15/26 DTD 03/22/16 FC 09/15/16 CUSIP: 524901AV7 *Original Cost: 130,942.50*	S&P: A Moody: A2 **Cash**	125,000	100.1010 125,126.25	100.1601 125,200.12	2,243.06	-73.87	5,937.50	4.75%
CUSTOMERS BANK PHOENIXVILLE PA CD FDIC #34444 CPN 5.000% DUE 03/31/26 DTD 03/31/23 FC 09/30/23 CUSIP: 23204HNV6	**Cash**	140,000	100.1650" 140,231.00	100.0000 140,000.00	2,378.08	231.00	7,000.00	4.99%
BANK AMERICA CORP SR NOTE CPN 3.500% DUE 04/19/26 DTD 04/19/16 FC 10/19/16 CUSIP: 06051GFX2 *Original Cost: 105,286.00*	S&P: A- Moody: A1 **Cash**	100,000	99.9200 99,920.00	100.2885 100,288.46	991.67	-368.46	3,500.00	3.50%
FEDL HOME LOAN BANK BOND CPN 0.940% DUE 05/26/26 DTD 05/26/21 FC 11/26/21 CALL 02/26/25 @ 100.000 CUSIP: 3130AMH39	S&P: AA+ Moody: Aa1 **Cash**	135,000	99.1380 133,836.30	100.0000 135,000.00	229.13	-1,163.70	1,269.00	0.95%

ASSET DETAILS (continued)

PORTFOLIO ASSETS - HELD AT STIFEL (continued)

Fixed Income-Other	Symbol/ Bond Rating/ Type	Quantity	Current Price/ Current Value	Average Unit Cost/ Cost Basis	Accrued Income[6]	Unrealized Gain/(-)Loss[10]	Estimated Annualized Income	Estimated Yield %
BROOKFIELD FIN INC GTD NOTE CPN 4.250% DUE 06/02/26 DTD 06/02/16 FC 12/02/16 CALL 03/02/26 @ 100.000 CUSIP: 11271LAA0	S&P: A- Moody: A3 **Cash**	115,000	100.0390 115,044.85	98.1793 112,906.25	801.01	2,138.60	4,887.50	4.25%
FEDL FARM CREDIT BANK BOND CPN 0.900% DUE 06/15/26 DTD 06/15/21 FC 12/15/21 CALL 02/06/26 @ 100.000 CUSIP: 3133EMH21	S&P: AA+ Moody: Aa1 **Cash**	50,000	98.9530 49,476.50	99.8897 49,944.87	57.50	-468.37	450.00	0.91%
TOYOTA MOTOR CREDIT CORP UNSECD MEDIUM TERM NOTE CPN 5.000% DUE 08/14/26 DTD 08/14/23 FC 02/14/24 CUSIP: 89236TKX2 *Original Cost: 150,992.00*	S&P: A+ Moody: A1 **Cash**	150,000	100.6470 150,970.50	100.1765 150,264.68	3,479.17	705.82	7,500.00	4.97%
U S TREASURY NOTE CPN 2.250% DUE 02/15/27 DTD 02/15/17 FC 08/15/17 CUSIP: 912828V98 *Original Cost: 101,787.19*	Moody: Aa1 **Cash**	98,000	98.6850 96,711.30	100.8161 98,799.82	1,018.61	-2,088.52	2,205.00	2.28%
FEDL HOME LOAN BANK BOND CPN 2.010% DUE 02/25/27 DTD 02/25/22 FC 08/25/22 CALL 02/25/25 @ 100.000 CUSIP: 3130AQUD3	S&P: AA+ Moody: Aa1 **Cash**	100,000	98.3690 98,369.00	98.7550 98,755.00	871.00	-386.00	2,010.00	2.04%
STATE BANK OF INDIA NEW YORK NY CD FDIC #33682 CPN 2.200% DUE 03/10/27 DTD 03/10/22 FC 09/10/22 CUSIP: 856285J36	**Cash**	59,000	98.3190" 58,008.21	100.0000 59,000.00	512.09	-991.79	1,298.00	2.24%
REDWOOD TR INC CONVERTIBLE BOND CPN 7.750% DUE 06/15/27 DTD 06/09/22 FC 12/15/22 CUSIP: 758075AF2	**Cash**	200,000	101.0000 202,000.00	100.9300 201,860.00	1,980.56	140.00	15,500.00	7.67%

ASSET DETAILS (continued)

PORTFOLIO ASSETS - HELD AT STIFEL (continued)

Fixed Income-Other	Symbol/ Bond Rating/ Type	Quantity	Current Price/ Current Value	Average Unit Cost/ Cost Basis	Accrued Income[6]	Unrealized Gain/(-)Loss[10]	Estimated Annualized Income	Estimated Yield %
U S TREASURY NOTE CPN 4.125% DUE 09/30/27 DTD 09/30/22 FC 03/31/23 CUSIP: 91282CFM8 *Original Cost: 151,809.39*	Moody: Aa1 **Cash**	150,000	100.9530 151,429.50	101.0175 151,526.28	2,107.83	-96.78	6,187.50	4.09%
CANADIAN IMPERIAL BANK SR GLBL MEDIUM TERM NOTE CPN 5.250% DUE 12/30/27 DTD 12/30/22 FC 06/30/23 CALL 12/30/26 @ 100.000 CUSIP: 13607XEB9 *Original Cost: 141,804.70*	S&P: A- Moody: A2 **Cash**	140,000	100.5750 140,805.00	100.0000 140,000.00	632.92	805.00	7,350.00	5.22%
SALLIE MAE BANK SALT LAKE CITY UT CD FDIC #58177 CPN 4.000% DUE 07/10/28 DTD 07/09/25 FC 01/09/26 CUSIP: 795451DW0	**Cash**	100,000	100.4710" 100,471.00	100.0000 100,000.00	252.06	471.00	4,000.00	3.98%
U S TREASURY NOTE CPN 4.875% DUE 10/31/28 DTD 10/31/23 FC 04/30/24 CUSIP: 91282CJF9 *Original Cost: 134,878.02*	Moody: Aa1 **Cash**	130,000	103.3160 134,310.80	103.1329 134,072.76	1,628.15	238.04	6,337.50	4.72%
COMCAST CORP NEW SR NOTE CPN 4.550% DUE 01/15/29 DTD 05/09/23 FC 01/15/24 CALL 12/15/28 @ 100.000 CUSIP: 20030NED9 *Original Cost: 132,731.10*	S&P: A- Moody: A3 **Cash**	130,000	101.7050 132,216.50	101.9500 132,534.96	262.89	-318.46	5,915.00	4.47%
FEDL HOME LOAN BANK BOND CPN 4.400% DUE 02/05/29 DTD 02/05/24 FC 08/05/24 CALL 08/05/26 @ 100.000 CUSIP: 3130AYRG3 *Original Cost: 201,175.00*	S&P: AA+ Moody: Aa1 **Cash**	200,000	100.1300 200,260.00	100.4737 200,947.47	4,302.22	-687.47	8,800.00	4.39%

ASSET DETAILS (continued)

PORTFOLIO ASSETS - HELD AT STIFEL (continued)

Fixed Income-Other	Symbol/ Bond Rating/ Type	Quantity	Current Price/ Current Value	Average Unit Cost/ Cost Basis	Accrued Income[6]	Unrealized Gain/(-)Loss[10]	Estimated Annualized Income	Estimated Yield %
MAGNA INTL INC UNSECD SR NOTE CPN 5.050% DUE 03/14/29 DTD 03/14/24 FC 09/14/24 CALL 02/14/29 @ 100.000 CUSIP: 559222BA1 *Original Cost: 76,317.50*	S&P: A- Moody: A3 **Cash**	75,000	102.6100 76,957.50	101.3693 76,026.99	1,441.35	930.51	3,787.50	4.92%
PENNYMAC CORP CONVERTIBLE BOND CPN 8.500% DUE 06/01/29 DTD 05/24/24 FC 12/01/24 CUSIP: 70932AAH6	**Cash**	95,000	104.1800 98,971.00	108.7553 103,317.50	1,345.83	-4,346.50	8,075.00	8.16%
AMERICAN HONDA FIN CORP SR NOTE MEDIUM TERM NOTE CPN 4.400% DUE 09/05/29 DTD 09/05/24 FC 03/05/25 CUSIP: 02665WFQ9 *Original Cost: 170,992.44*	S&P: A- Moody: A3 **Cash**	169,000	100.9180 170,551.42	101.0521 170,778.10	3,015.71	-226.68	7,436.00	4.36%
FEDL HOME LOAN MTG CORP MEDIUM TERM NOTE CPN 4.000% DUE 10/03/29 DTD 10/03/24 FC 04/03/25 CALL 04/03/25 @ 100.000 CUSIP: 3134HAPX5	S&P: AA+ Moody: Aa1 **Cash**	200,000	99.9840 199,968.00	99.7775 199,555.00	2,622.22	413.00	8,000.00	4.00%
JPMORGAN CHASE & CO UNSECD NOTE FXD/VAR CPN 4.452% DUE 12/05/29 DTD 12/05/18 FC 06/05/19 CALL 12/05/28 @ 100.000 CUSIP: 46647PAX4 *Original Cost: 203,525.00*	S&P: A Moody: A1 **Cash**	200,000	101.0070 202,014.00	101.2242 202,448.32	1,385.07	-434.32	8,904.00	4.41%
UNITEDHEALTH GRP INC SR NOTE CPN 4.800% DUE 01/15/30 DTD 07/25/24 FC 01/15/25 CALL 12/15/29 @ 100.000 CUSIP: 91324PFG2 *Original Cost: 101,939.00*	S&P: A+ Moody: A2 **Cash**	100,000	102.2750 102,275.00	101.6920 101,691.97	213.33	583.03	4,800.00	4.69%

ASSET DETAILS (continued)

PORTFOLIO ASSETS - HELD AT STIFEL (continued)

Fixed Income-Other	Symbol/ Bond Rating/ Type	Quantity	Current Price/ Current Value	Average Unit Cost/ Cost Basis	Accrued Income[6]	Unrealized Gain/(-)Loss[10]	Estimated Annualized Income	Estimated Yield %
INTL BUS MACHS CORP UNSECD NOTE CPN 4.800% DUE 02/10/30 DTD 02/10/25 FC 08/10/25 CALL 01/10/30 @ 100.000 CUSIP: 459200LG4 *Original Cost: 102,001.00*	S&P: A- Moody: A3 **Cash**	100,000	102.2910 102,291.00	101.7739 101,773.88	2,280.00	517.12	4,800.00	4.69%
FEDL NATL MTG ASSN NOTE CPN 5.000% DUE 02/26/30 DTD 02/26/25 FC 08/26/25 CALL 02/26/26 @ 100.000 CUSIP: 3136GAB40 *Original Cost: 151,205.00*	S&P: AA+ Moody: Aa1 **Cash**	150,000	99.9180 149,877.00	100.0564 150,084.55	3,229.17	-207.55	7,500.00	5.00%
MORGAN STANLEY PVT BK NA PURCHASE NY CD FDIC #34221 CLLB STEP CPN 4.550% DUE 03/07/30 DTD 03/07/25 FC 09/07/25 CALL 03/07/26 @ 100.000 CUSIP: 61768UT31	**Cash**	200,000	100.0380" 200,076.00	100.0000 200,000.00	3,664.93	76.00	9,100.00	4.55%
TORONTO DOMINION BANK NOTE CPN 5.250% DUE 04/16/30 DTD 04/16/25 FC 07/16/25 CALL 04/16/26 @ 100.000 CUSIP: 89115JAE3 *Original Cost: 100,905.00*	S&P: A- Moody: A2 **Cash**	100,000	100.0620 100,062.00	100.1921 100,192.12	218.75	-130.12	5,250.00	5.25%
DEUTSCHE BANK AG UNSECD MEDIUM TERM NOTE CPN 5.200% DUE 04/30/30 DTD 04/30/25 FC 10/30/25 CALL 04/30/27 @ 100.000 CUSIP: 25161F4M7 *Original Cost: 50,680.00*	S&P: A Moody: A1 **Cash**	50,000	100.4470 50,223.50	100.8621 50,431.06	657.22	-207.56	2,600.00	5.18%

ASSET DETAILS (continued)

PORTFOLIO ASSETS - HELD AT STIFEL (continued)

Fixed Income-Other	Symbol/ Bond Rating/ Type	Quantity	Current Price/ Current Value	Average Unit Cost/ Cost Basis	Accrued Income[6]	Unrealized Gain/(-)Loss[10]	Estimated Annualized Income	Estimated Yield %
FEDL FARM CREDIT BANK BOND CPN 4.650% DUE 06/24/30 DTD 06/24/25 FC 12/24/25 CALL 06/24/26 @ 100.000 CUSIP: 3133ETMB0 *Original Cost: 100,400.00*	S&P: AA+ Moody: Aa1 **Cash**	100,000	100.2000 100,200.00	100.1606 100,160.56	477.92	39.44	4,650.00	4.64%
TRUIST BANK CHARLOTTE NC CD FDIC #09846 ANN CLLB CPN 4.450% DUE 06/27/30 DTD 06/27/25 FC 06/27/26 CALL 06/27/26 @ 100.000 CUSIP: 897926BR1	**Cash**	100,000	100.0920" 100,092.00	100.0000 100,000.00	2,670.00	92.00	4,450.00	4.45%
FEDL HOME LOAN BANK BOND CPN 4.650% DUE 07/08/30 DTD 07/08/25 FC 01/08/26 CALL 07/08/26 @ 100.000 CUSIP: 3130B6SV9 *Original Cost: 140,810.00*	S&P: AA+ Moody: Aa1 **Cash**	140,000	100.3310 140,463.40	100.2564 140,358.90	415.92	104.50	6,510.00	4.63%
HONDA MTR CO LTD SR NOTE CPN 4.688% DUE 07/08/30 DTD 07/02/25 FC 01/08/26 CALL 06/08/30 @ 100.000 CUSIP: 438127AE2	S&P: A- Moody: A3 **Cash**	100,000	101.1140 101,114.00	102.2170 102,217.00	299.51	-1,103.00	4,688.00	4.64%
MORGAN STANLEY BANK NA SALT LAKE CITY UT CD FDIC #32992 CPN 4.000% DUE 08/29/30 DTD 08/29/25 FC 02/28/26 CUSIP: 61776CXC6	**Cash**	95,000	99.9320" 94,935.40	100.0000 95,000.00	1,624.11	-64.60	3,800.00	4.00%
U S TREASURY NOTE CPN 4.125% DUE 08/31/30 DTD 08/31/23 FC 02/29/24 CUSIP: 91282CHW4	Moody: Aa1 **Cash**	100,000	101.4610 101,461.00	102.0078 102,007.85	1,754.84	-546.85	4,125.00	4.07%

ASSET DETAILS (continued)

PORTFOLIO ASSETS - HELD AT STIFEL (continued)

Fixed Income-Other	Symbol/ Bond Rating/ Type	Quantity	Current Price/ Current Value	Average Unit Cost/ Cost Basis	Accrued Income[6]	Unrealized Gain/(-)Loss[10]	Estimated Annualized Income	Estimated Yield %
GLADSTONE CAP CORP UNSECD CCONV NOTE CPN 5.875% DUE 10/01/30 DTD 09/12/25 FC 04/01/26 CALL 10/06/28 @ 100.000 CUSIP: 376535AG5	**Cash**	100,000	96.0000 96,000.00	100.0050 100,005.00	2,268.40	-4,005.00	5,875.00	6.12%
CELTIC BANK SALT LAKE CITY UT CD FDIC #57056 CPN 4.150% DUE 12/20/30 DTD 12/20/24 FC 01/20/25 CUSIP: 15118RT80	**Cash**	130,000	101.1000" 131,430.00	100.0000 130,000.00	177.37	1,430.00	5,395.00	4.10%
FEDL NATL MTG ASSN NOTE CPN 4.100% DUE 01/06/31 DTD 01/06/26 FC 07/06/26 CALL 07/06/26 @ 100.000 CUSIP: 3136GCCU7 *Original Cost: 85,345.00*	S&P: AA+ Moody: Aa1 **Cash**	85,000	100.0030 85,002.55	100.3495 85,297.08	242.01	-294.53	3,485.00	4.10%
APOLLO GLBL MGMT INC NEW SR NOTE CPN 4.600% DUE 01/15/31 DTD 11/07/25 FC 07/15/26 CALL 12/15/30 @ 100.000 CUSIP: 03769MAF3 *Original Cost: 132,241.00*	S&P: A Moody: A2 **Cash**	130,000	100.4700 130,611.00	101.6840 132,189.19	1,395.33	-1,578.19	5,980.00	4.58%
U S TREASURY NOTE CPN 4.000% DUE 01/31/31 DTD 01/31/24 FC 07/31/24 CUSIP: 91282CJX0 *Original Cost: 194,440.39*	Moody: Aa1 **Cash**	190,000	100.8710 191,654.90	102.2721 194,317.02	20.65	-2,662.12	7,600.00	3.97%
GOVT NATL MTG ASSN REMIC SER 2024-181 CL D MONTHLY 19 DAY DELAY CPN 5.000% DUE 07/20/52 DTD 11/01/24 FC 12/20/24 CUSIP: 38384X3Y7 *Remaining Balance: $79,281.92* *Original Cost: 100,005.00*	**Cash**	100,000	100.5299 79,702.03	100.0063 79,286.93	330.34	415.11	3,964.09	4.97%

ASSET DETAILS (continued)

PORTFOLIO ASSETS - HELD AT STIFEL (continued)

Fixed Income-Other	Symbol/ Bond Rating/ Type	Quantity	Current Price/ Current Value	Average Unit Cost/ Cost Basis	Accrued Income [6]	Unrealized Gain/(-)Loss[10]	Estimated Annualized Income	Estimated Yield %
GOVT NATL MTG ASSN REMIC SER 2024-92 CL EA MONTHLY 19 DAY DELAY CPN 5.000% DUE 05/20/54 DTD 05/01/24 FC 06/20/24 CUSIP: 38384NXH3 *Remaining Balance: $22,859.46* *Original Cost: 64,680.00*	**Cash**	65,000	99.7581 22,804.16	98.6002 22,539.47	95.25	264.69	1,142.97	5.01%
GOVT NATL MTG ASSN REMIC SER 2024-109 CL MA MONTHLY 19 DAY DELAY CPN 5.000% DUE 07/20/54 DTD 07/01/24 FC 08/20/24 CUSIP: 38384QP69 *Remaining Balance: $1,518.99* *Original Cost: 64,842.50*	**Cash**	65,000	99.7538 1,515.24	89.6315 1,361.49	6.33	153.76	75.94	5.01%
GOVT NATL MTG ASSN REMIC SER 2025-1 CL UJ MONTHLY 19 DAY DELAY CPN 5.000% DUE 01/20/55 DTD 01/01/25 FC 02/20/25 CUSIP: 38385CFH6	**Cash**	100,000	98.2635 98,263.50	99.7550 99,755.00	416.67	-1,491.50	5,000.00	5.09%
FEDL HOME LOAN MTG CORP MULTICL REMIC 5492 CL CA MONTHLY 24 DAY DELAY CPN 5.000% DUE 01/25/55 DTD 12/01/24 FC 01/25/25 CUSIP: 3137HHY62 *Remaining Balance: $76,856.09* *Original Cost: 149,817.50*	**Cash**	150,000	98.9357 76,038.11	99.7626 76,673.60	320.23	-635.49	3,842.80	5.05%
GOVT NATL MTG ASSN REMIC SER 2025-33 CL BA MONTHLY 19 DAY DELAY CPN 5.000% DUE 02/20/55 DTD 02/01/25 FC 03/20/25 CUSIP: 38385CB64 *Remaining Balance: $26,352.95* *Original Cost: 99,880.00*	**Cash**	100,000	99.7728 26,293.07	99.5447 26,232.95	109.80	60.12	1,317.64	5.01%

ASSET DETAILS (continued)

PORTFOLIO ASSETS - HELD AT STIFEL (continued)

Fixed Income-Other	Symbol/ Bond Rating/ Type	Quantity	Current Price/ Current Value	Average Unit Cost/ Cost Basis	Accrued Income 6	Unrealized Gain/(-)Loss 10	Estimated Annualized Income	Estimated Yield %
GOVT NATL MTG ASSN REMIC SER 2025-65 CL EA MONTHLY 19 DAY DELAY CPN 5.000% DUE 04/20/55 DTD 04/01/25 FC 05/20/25 CUSIP: 38385FSY8 *Remaining Balance: $36,552.18* *Original Cost: 99,255.00*	**Cash**	100,000	99.0922 36,220.35	97.9618 35,807.18	152.30	413.18	1,827.60	5.05%
GOVT NATL MTG ASSN REMIC SER 2025-89 CL UA MONTHLY 19 DAY DELAY CPN 5.000% DUE 05/20/55 DTD 05/01/25 FC 06/20/25 CUSIP: 38385GGC7 *Remaining Balance: $80,266.62* *Original Cost: 99,180.82*	**Cash**	100,000	99.1122 79,554.01	99.3853 79,773.26	334.44	-219.24	4,013.33	5.04%
Total Fixed Income-Other		**5,611,000**	**$5,275,807.85**	**$5,290,382.64**	**$56,932.95**	**-$14,574.75**	**$238,141.87**	**4.51%**

Principal Protected Notes are subject to the credit risk of the issuer. Principal Protected Market Linked CDs are subject to applicable limits.

Total Portfolio Assets - Held at Stifel			**$5,770,264.30**	**$5,788,814.74**		**-$18,550.40**	**$253,937.22**	**4.40%**
Total Net Portfolio Value			**$5,769,733.38**	**$5,788,283.82**		**-$18,550.40**	**$253,957.80**	**4.40%**

FOOTNOTE DEFINITIONS

6 **Accrued Income:** Accrued Income amounts are provided for informational purposes only and are not included as part of the Net Portfolio Value. Accrued Income represents the sum of accrued interest and accrued dividends on securities positions, but which Stifel has not yet received. Stifel cannot guarantee the accuracy of the Accrued Income, which may be subject to change. Accrued Income amounts are not covered by SIPC and should not be relied upon for making investment decisions.

10 Please note "Unrealized Gain/(-)Loss" does not equal the total current value minus the total cost if any value or cost amounts are missing. Unrealized gains or losses are provided for your information only and should not be used for tax purposes.

15 There will be no secondary market for Stifel Fixed Yield time deposits. An early withdrawal penalty of the lessor of 90 days interest or half of the interest earned for the amount withdrawn will apply. For complete terms, please contact your Financial Advisor.

" The price assigned to this instrument may have been provided by a national pricing service and is derived from a 'market-driven pricing model.'
This price may not be the actual price you would receive in the event of a sale prior to the maturity of the C.D. Additional information is available upon request.

ACTIVITY SUMMARY / CASH EQUIVALENTS

Type of Activity	Activity	Year-to-date	This period	Cash	Sweep/Non-Sweep	Margin
	Opening Balance - Net Cash Equivalents		**$2,295.56**	**-$85,345.00**	**$87,640.56**	**$0.00**
Buy and Sell Transactions	Assets Bought	-310,473.47	-310,473.47	-310,473.47		
	Assets Sold/Redeemed	235,706.11	235,706.11	235,706.11		
Deposits	Deposits Made To Your Account					
Withdrawals	Withdrawals From Your Account					
Income and Distributions	Income and Distributions	71,940.88	71,940.88	71,940.88		
Cash Sweep/Non-Sweep	Cash Sweep/Non-Sweep Activity			-118,132.13	118,132.13	
Margin Interest	Margin Interest Charged					
Other	Other Transactions					
Cash Management Activity	Card Activity					
	ACH/ATM Activity					
Checkwriting Activity	Checks You Wrote					
	Closing Balance - Net Cash Equivalents		**-$530.92**	**-$206,303.61**	**$205,772.69**	**$0.00**
Securities Transferred	Securities Transferred In/Out					

ACTIVITY DETAILS / CASH EQUIVALENTS

	This period	Cash	Sweep/Non-Sweep	Margin
Opening Balance - Net Cash Equivalents	**$2,295.56**	**-$85,345.00**	**$87,640.56**	**$0.00**

Assets Bought

Date	Activity	Quantity	Price	Description	Total	Cash	Sweep/Non-Sweep	Margin
1/8/2026	Asset Bought	95,000.000	108.7500	PENNYMAC CORP CONVERTIBLE BOND CPN 8.500% DUE 06/01/29 DTD 05/24/24 FC 12/01/24 CUSIP: 70932AAH6	-104,169.86	-104,169.86		
1/30/2026	Asset Bought	100,000.000	102.2120	HONDA MTR CO LTD SR NOTE CPN 4.688% DUE 07/08/30 DTD 07/02/25 FC 01/08/26 CALL 06/08/30 @ 100.000 CUSIP: 438127AE2	-102,529.53	-102,529.53		

ACTIVITY DETAILS continued

CASH EQUIVALENTS continued

Assets Bought continued

Date	Activity	Quantity	Price	Description	Total	Cash	Sweep/Non-Sweep	Margin
1/30/2026	Asset Bought	100,000.000	102.0028	U S TREASURY NOTE CPN 4.125% DUE 08/31/30 DTD 08/31/23 FC 02/29/24 CUSIP: 91282CHW4	-103,774.08	-103,774.08		
Total Assets Bought					**-$310,473.47**	**-$310,473.47**		

Assets Sold/Redeemed

Date	Activity	Quantity	Price	Description	Total	Cash	Sweep/Non-Sweep	Margin
1/6/2026	Asset Sold	-100,000.000	99.0000	PENNYMAC CORP CONV SR NOTE CPN 5.500% DUE 03/15/26 DTD 03/05/21 FC 09/15/21 CUSIP: 70932AAF0	100,706.11	100,706.11		
1/15/2026	Redemption	-35,000.000		TWO HBRS INVT CORP SR NOTE CONV CPN 6.250% DUE 01/15/26 DTD 02/01/21 FC 07/15/21 CUSIP: 90187BAB7	35,000.00	35,000.00		
1/27/2026	Redemption	-100,000.000		MORGAN STANLEY SR NOTE CPN 3.875% DUE 01/27/26 DTD 01/27/16 FC 07/27/16 CUSIP: 61746BDZ6	100,000.00	100,000.00		
Total Assets Sold/Redeemed					**$235,706.11**	**$235,706.11**		

Income and Distributions

Date	Activity	Quantity	Description	Total	Cash	Sweep/Non-Sweep	Margin
1/2/2026	Interest		MASSACHUSETTS EDL FING AUTH ED LN ISSUE L SR SER A REV B/E TXBL CPN 4.038% DUE 07/01/26 DTD 06/13/18 FC 01/01/19 010126 220,000 CUSIP: 57563RPM5	4,441.80	4,441.80		

ACTIVITY DETAILS continued

CASH EQUIVALENTS continued

Income and Distributions continued

Date	Activity	Quantity	Description	Total	Cash	Sweep/Non-Sweep	Margin
1/8/2026	Interest		FEDL HOME LOAN BANK BOND CPN 4.650% DUE 07/08/30 DTD 07/08/25 FC 01/08/26 CALL 07/08/26 @ 100.000 010826 140,000 CUSIP: 3130B6SV9	3,255.00	3,255.00		
1/9/2026	Interest		SALLIE MAE BANK SALT LAKE CITY UT CD FDIC #58177 CPN 4.000% DUE 07/10/28 DTD 07/09/25 FC 01/09/26 010926 100,000 CUSIP: 795451DW0	2,016.44	2,016.44		
1/15/2026	Interest		COMCAST CORP NEW SR NOTE CPN 4.550% DUE 01/15/29 DTD 05/09/23 FC 01/15/24 CALL 12/15/28 @ 100.000 011526 130,000 CUSIP: 20030NED9	2,957.50	2,957.50		
1/15/2026	Interest		TWO HBRS INVT CORP SR NOTE CONV CPN 6.250% DUE 01/15/26 DTD 02/01/21 FC 07/15/21 011526 35,000 CUSIP: 90187BAB7	1,093.75	1,093.75		
1/15/2026	Interest		UNITEDHEALTH GRP INC SR NOTE CPN 4.800% DUE 01/15/30 DTD 07/25/24 FC 01/15/25 CALL 12/15/29 @ 100.000 011526 100,000 CUSIP: 91324PFG2	2,400.00	2,400.00		
1/16/2026	Interest		TORONTO DOMINION BANK NOTE CPN 5.250% DUE 04/16/30 DTD 04/16/25 FC 07/16/25 CALL 04/16/26 @ 100.000 011626 100,000 CUSIP: 89115JAE3	1,312.50	1,312.50		

ACTIVITY DETAILS continued

Income and Distributions continued

Date	Activity	Quantity	Description	Total
1/20/2026	Interest		CELTIC BANK SALT LAKE CITY UT CD FDIC #57056 CPN 4.150% DUE 12/20/30 DTD 12/20/24 FC 01/20/25 012026 130,000 CUSIP: 15118RT80	458.21
1/20/2026	Interest		GOVT NATL MTG ASSN REMIC SER 2024-92 CL EA MONTHLY 19 DAY DELAY CPN 5.000% DUE 05/20/54 DTD 05/01/24 FC 06/20/24 012026 65,000 CUSIP: 38384NXH3	95.25
1/20/2026	Interest		GOVT NATL MTG ASSN REMIC SER 2024-109 CL MA MONTHLY 19 DAY DELAY CPN 5.000% DUE 07/20/54 DTD 07/01/24 FC 08/20/24 012026 65,000 CUSIP: 38384QP69	52.46
1/20/2026	Return Of Principal		GOVT NATL MTG ASSN REMIC SER 2024-109 CL MA MONTHLY 19 DAY DELAY CPN 5.000% DUE 07/20/54 DTD 07/01/24 FC 08/20/24 012026 65,000 CUSIP: 38384QP69	11,070.39
1/20/2026	Interest		GOVT NATL MTG ASSN REMIC SER 2024-181 CL D MONTHLY 19 DAY DELAY CPN 5.000% DUE 07/20/52 DTD 11/01/24 FC 12/20/24 012026 100,000 CUSIP: 38384X3Y7	339.43

CASH EQUIVALENTS continued

Cash	Sweep/Non-Sweep	Margin
458.21		
95.25		
52.46		
11,070.39		
339.43		

ACTIVITY DETAILS continued

CASH EQUIVALENTS continued

Income and Distributions continued

Date	Activity	Quantity	Description	Total	Cash	Sweep/Non-Sweep	Margin
1/20/2026	Return Of Principal		GOVT NATL MTG ASSN REMIC SER 2024-181 CL D MONTHLY 19 DAY DELAY CPN 5.000% DUE 07/20/52 DTD 11/01/24 FC 12/20/24 012026 100,000 CUSIP: 38384X3Y7	2,182.44	2,182.44		
1/20/2026	Interest		GOVT NATL MTG ASSN REMIC SER 2025-33 CL BA MONTHLY 19 DAY DELAY CPN 5.000% DUE 02/20/55 DTD 02/01/25 FC 03/20/25 012026 100,000 CUSIP: 38385CB64	133.94	133.94		
1/20/2026	Return Of Principal		GOVT NATL MTG ASSN REMIC SER 2025-33 CL BA MONTHLY 19 DAY DELAY CPN 5.000% DUE 02/20/55 DTD 02/01/25 FC 03/20/25 012026 100,000 CUSIP: 38385CB64	5,792.32	5,792.32		
1/20/2026	Interest		GOVT NATL MTG ASSN REMIC SER 2025-1 CL UJ MONTHLY 19 DAY DELAY CPN 5.000% DUE 01/20/55 DTD 01/01/25 FC 02/20/25 012026 100,000 CUSIP: 38385CFH6	416.67	416.67		
1/20/2026	Interest		GOVT NATL MTG ASSN REMIC SER 2025-65 CL EA MONTHLY 19 DAY DELAY CPN 5.000% DUE 04/20/55 DTD 04/01/25 FC 05/20/25 012026 100,000 CUSIP: 38385FSY8	220.09	220.09		

ACTIVITY DETAILS continued

CASH EQUIVALENTS continued

Income and Distributions continued

Date	Activity	Quantity	Description	Total	Cash	Sweep/Non-Sweep	Margin
1/20/2026	Return Of Principal		GOVT NATL MTG ASSN REMIC SER 2025-65 CL EA MONTHLY 19 DAY DELAY CPN 5.000% DUE 04/20/55 DTD 04/01/25 FC 05/20/25 012026 100,000 CUSIP: 38385FSY8	16,270.18	16,270.18		
1/20/2026	Interest		GOVT NATL MTG ASSN REMIC SER 2025-89 CL UA MONTHLY 19 DAY DELAY CPN 5.000% DUE 05/20/55 DTD 05/01/25 FC 06/20/25 012026 100,000 CUSIP: 38385GGC7	375.83	375.83		
1/20/2026	Return Of Principal		GOVT NATL MTG ASSN REMIC SER 2025-89 CL UA MONTHLY 19 DAY DELAY CPN 5.000% DUE 05/20/55 DTD 05/01/25 FC 06/20/25 012026 100,000 CUSIP: 38385GGC7	9,933.45	9,933.45		
1/26/2026	Interest		FEDL HOME LOAN MTG CORP MULTICL REMIC 5492 CL CA MONTHLY 24 DAY DELAY CPN 5.000% DUE 01/25/55 DTD 12/01/24 FC 01/25/25 012526 150,000 CUSIP: 3137HHY62	340.42	340.42		
1/26/2026	Return Of Principal		FEDL HOME LOAN MTG CORP MULTICL REMIC 5492 CL CA MONTHLY 24 DAY DELAY CPN 5.000% DUE 01/25/55 DTD 12/01/24 FC 01/25/25 012526 150,000 CUSIP: 3137HHY62	4,844.61	4,844.61		
1/27/2026	Interest		MORGAN STANLEY SR NOTE CPN 3.875% DUE 01/27/26 DTD 01/27/16 FC 07/27/16 012726 100,000 CUSIP: 61746BDZ6	1,937.50	1,937.50		

ACTIVITY DETAILS continued

CASH EQUIVALENTS continued

Income and Distributions continued

Date	Activity	Quantity	Description	Total	Cash	Sweep/Non-Sweep	Margin
1/30/2026	Interest		STIFEL FDIC INSURED BANK DEPOSIT PROGRAM 013026 205,772 CUSIP: 09999844	0.70	0.70		
Total Income and Distributions				**$71,940.88**	**$71,940.88**		

Cash Sweep/Non-Sweep Activity

Date	Activity	Description	Total	Cash	Sweep/Non-Sweep	Margin
1/2/2026	Purchase	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		-4,441.80	4,441.80	
1/6/2026	Sale	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		85,345.00	-85,345.00	
1/7/2026	Purchase	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		-100,706.11	100,706.11	
1/8/2026	Purchase	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		-3,255.00	3,255.00	
1/9/2026	Sale	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		102,153.42	-102,153.42	
1/15/2026	Purchase	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		-6,451.25	6,451.25	
1/16/2026	Purchase	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		-36,312.50	36,312.50	
1/20/2026	Purchase	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		-47,340.66	47,340.66	
1/26/2026	Purchase	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		-5,185.03	5,185.03	
1/27/2026	Purchase	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		-1,937.50	1,937.50	
1/28/2026	Purchase	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		-100,000.00	100,000.00	
1/30/2026	Purchase	STIFEL FDIC INSURED BANK DEPOSIT PROGRAM		-0.70	0.70	
Total Cash Sweep/Non-Sweep Activity			**$0.00**	**-$118,132.13**	**$118,132.13**	

	This period	Cash	Sweep/Non-Sweep	Margin
Closing Balance - Net Cash Equivalents	**-$530.92**	**-$206,303.61**	**$205,772.69**	**$0.00**

REALIZED GAINS/(-)LOSSES

This section provides estimated realized gains or losses for informational purposes only. Cost basis may be adjusted due to, but not limited to, the following: amortization, accretion, principal paydowns, capital changes, listed option premiums, gifting rules, inheritance step-up, or wash sales. Unless another method was in effect at the time of the trade, the trading tax lot relief method indicated on the first page of the statement was used to calculate gains or losses. Please review this information carefully for accuracy, and contact your Financial Advisor with any questions.

Fixed Income-Other	*Closing Transaction*	*Date Acquired*	*Date Sold*	*Quantity*	*Cost Basis*	*Sale Proceeds*	*Realized Gain/(-)Loss***
MORGAN STANLEY SR NOTE CUSIP: 61746BDZ6	REDEEMED	08/29/22	01/27/26	100,000	100,000.00	100,000.00	N/A (LT)
PENNYMAC CORP CONV SR NOTE CUSIP: 70932AAF0		03/04/24	01/06/26	100,000	98,995.00	98,995.00	N/A (LT)
TWO HBRS INVT CORP SR NOTE CONV CUSIP: 90187BAB7	REDEEMED	04/09/24	01/15/26	35,000	35,000.00	35,000.00	N/A (LT)
Total Fixed Income-Other					**$233,995.00**	**$233,995.00**	**$0.00**
Total Realized Gains/(-)Losses					**$233,995.00**	**$233,995.00**	**$0.00**
Total Net Short-Term (ST)					**$0.00**	**$0.00**	**$0.00**
Total Net Long-Term (LT)					**$233,995.00**	**$233,995.00**	**$0.00**
Total Net Other-Term (OT)					**$0.00**	**$0.00**	**$0.00**

** Please note "Realized Gain/(-)Loss" does not equal total sale proceeds minus total cost basis if any cost basis amounts are missing.

Stifel Insured Bank Deposit Program

Amount(s) listed below include accrued interest in the amount of $0.70. The rate at month-end was 0.01%. For advisory accounts with balances qualifying for Enhanced Advisory Yield, see the Certain Definitions page for more information.

Description	Location	Previous Month Value	Current Month Value
Stifel Trust Company NA	St. Louis, MO	$26,946.77	$205,772.61
Stifel Bank	St. Louis, MO	$60,693.79	$0.08
Closing Balance - Stifel Insured Bank Deposit Program			$205,772.69

Your deposit balances at each Program Bank are eligible for insurance by the FDIC within applicable limits. The deposit balances are not insured by SIPC. Please refer to the Stifel Insured Bank Deposit Program Disclosure Statement and the Stifel Insured Bank Deposit Program for Retirement Accounts Disclosure Statement which are available at www.stifel.com/disclosures/account-agreement or from your Financial Advisor.

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STIFEL

Certain Definitions

"Stifel" means Stifel, Nicolaus & Company, Incorporated, Member SIPC and NYSE.
"Stifel Banks" means affiliated banks of Stifel, which may include Stifel Bank & Trust, Member Federal Deposit Insurance Corporation ("FDIC"); Stifel Bank, Member FDIC; Stifel Trust Company, National Association, Member FDIC; and Stifel Trust Company Delaware, National Association, Member FDIC. **Unless otherwise specified, products purchased from or held by Stifel in a Securities Account are not insured by the FDIC, are not deposits or other obligations of the Stifel Banks, are not guaranteed by the Stifel Banks, and are subject to investment risk, including possible loss of the principal.**
"Stifel Smart Rate Program" refers to a money market deposit account at Stifel Bank & Trust, Stifel Bank, Stifel Trust Company, N.A., or Stifel Trust Company Delaware, N.A., each an affiliate of Stifel, which is made available to eligible clients of Stifel. The deposits are insured by the FDIC, within applicable limits, and are not cash held in your Securities Account. For additional information and terms and conditions concerning these deposits, see the Stifel Smart Rate Program Disclosure, which is available at www.stifel.com/disclosures or from your Financial Advisor.
"Stifel Reserve Deposit Network" refers to a demand deposit account at Stifel Bank & Trust which is made available to eligible clients of Stifel. The deposits are insured by the FDIC, within applicable limits, and are not cash held in your Securities Account. For additional information and terms and conditions concerning these deposits, see the Stifel Reserve Deposit Network Disclosure, which is available at www.stifel.com/disclosures or from your Financial Advisor.
"Stifel Fixed Yield Program" refers to a time deposit account at Stifel Bank & Trust, Stifel Bank, Stifel Trust Company, N.A., or Stifel Trust Company Delaware, N.A., each an affiliate of Stifel, which is made available to eligible clients of Stifel. The deposits are insured by the FDIC, within applicable limits, and are not cash held in your Securities Account. For additional information and terms and conditions concerning these deposits, see the Stifel Fixed Yield Program Disclosure, which is available at www.stifel.com/disclosures or from your Financial Advisor.
"Enhanced Advisory Yield" refers to an interest rate tier assigned to certain advisory accounts with an eligible deposit account balance. For advisory accounts with balances qualifying for an Enhanced Advisory Yield, Stifel will use the balances in your deposit accounts at the end of the prior business day to determine the interest rate tier applicable to balances earning standard interest and the interest rate tier applicable to balances earning an Enhanced Advisory Yield. The rate at month-end displayed on statements is the weighted average of the standard and enhanced interest rates. Additional information, including terms and conditions, is available at www.stifel.com/disclosures/sweep-choices/sweep-choices-disclosure.

Account Disclosures

Errors and Inquiries – You should review this statement carefully and notify the Manager of the Office servicing your account of anything you believe to be incorrect. Any verbal communications should be re-confirmed in writing to protect your rights, including rights under SIPA. All statements furnished to you shall be considered accurate, complete, and acknowledged by you unless you report any inaccuracies to the Manager. Instructions and inquiries should be directed to your Financial Advisor. When making inquiries, please mention your account number. Please notify us promptly of any change of address.
Investment Objective – All clients are requested to promptly notify us of any material change in their investment objective or financial situation in order to assist us in maintaining current background and financial information.
Pricing and Rating of Securities– The pricing of securities displayed on your statement is derived from various sources and, in some cases, may be higher or lower than the price you would actually receive in the market. If we cannot obtain a price, "N/A" appears. For securities listed on an exchange or trading continually in an active marketplace, the prices reflect market quotations at the close of your statement period. For securities trading less frequently, we rely on third-party pricing services or a computerized pricing model, which may not always reflect actual market values. Similarly, some insurance product values provided by outside carriers may be valued as of a date other than the statement date. Bond ratings of securities were obtained from various rating services. There is no guarantee with respect to their accuracy. For current price quotes, please contact your Financial Advisor.
Cost Basis Information – All information provided with respect to cost basis is derived from transactions in the account or information supplied by other sources. There is no guarantee as to the accuracy of cost basis information or the profit and loss information provided for tax lots designated as noncovered. Stifel uses the first-in, first-out method when calculating the realized gain or loss on sale transactions unless a specific identification is made prior to settlement date. The gain or loss provided on your statement is informational only and should not be used for tax reporting. A 1099 including the cost basis for sale proceeds from covered tax lots will be provided after year-end for tax reporting. Please inform your Financial Advisor if a cost basis is not accurate.
Transaction Dates – All securities transactions are reflected on a trade date basis. Settlement of trades will normally occur in two business days (T+1 = trade date plus one business day) unless stated differently on your confirmation.
Custody of Securities – Securities held by Stifel, Nicolaus & Company, Incorporated for you, but which are not registered in your name, may be commingled with identical securities being held for other clients by our Correspondent, the Depository Trust Company, or in similar systems.
Assets Held Away – You may purchase certain assets through Stifel, which will be held at a custodial institution other than Stifel. Where available, we include information about these assets on your statement. The custodial institution is responsible, however, for providing year-end tax reporting information (Form 1099) and separate periodic statements, which may vary from the information included on your Stifel statement because of different reporting periods. Your Stifel statements may also reflect other assets "not held" at Stifel, in addition to those held by a custodial institution. The value and nature of these investments is generally provided by you. Stifel does not guarantee the accuracy of the information with respect to the value of these investments as reflected on your statement. Assets held away are not covered by Stifel SIPC.
Estimated Annual Income and Yields – Estimated annual income and yields are calculated by annualizing the most recent distribution and do not reflect historical experience or project future results. The yield information for the money market funds is based on historical performance; future yields will fluctuate. These figures have been obtained from sources believed to be reliable, but no assurance can be made as to accuracy. Before investing in any of these funds, carefully read the prospectus, which is available through your Financial Advisor.
Order Routing and Payment for Order Flow – In order to access a wide variety of execution venues, the firm does participate in the maker/taker model. Certain exchanges and other trading centers to which the firm routes equities and options orders have implemented fee structures under which broker-dealer participants may receive rebates on certain orders. Under these fee structures, participants are charged a fee for orders that take liquidity from the venue and provided a rebate for orders that add liquidity to the venue. Rebates received by the firm from a venue during any time period may or may not exceed the fees paid by the firm to the venue during that time period. Fees and/or rebates from all venues are subject to change. Stifel will provide customers additional information regarding average net fees/rebates paid/received upon written request. For venues from which Stifel receives a rebate, Stifel is considered to be receiving payment for order flow.
Stifel monitors the performance of competing market centers and routes orders to those that seek competitive executions and complete transactions on a timely basis at a reasonable cost. Whenever possible, Stifel routes orders to market centers that offer, through automated systems, an opportunity for price improvement to the client. Held market orders received and entered prior to 9:28 a.m. Eastern will be routed to market centers that will attempt to execute at the opening price on the listing exchange.
Additional information will be provided upon written request, and certain order routing information is available online at www.stifel.com/disclosures/best-execution. On request of a customer and at no fee, Stifel will disclose to such customer the identity of the venue to which such customer's orders were routed for execution in the six months prior to the request, whether the orders were directed orders or non-directed orders, and the time of the transactions, if any, that resulted from such orders. Orders may be routed and executed internally through Stifel's trading desk. In such instances, Stifel stands to share in 100% of remuneration received (in the case of orders executed as agent) or profits or losses generated (in the case of orders executed as principal) as a result of internalizing such orders. Customers may mail their inquiries to: Stifel – Attn: Equity Trading Compliance, 501 North Broadway, St. Louis, Missouri 63102.
Tax Information – Although your statement may describe certain items as Federally tax-exempt, this is for information purposes only. When reporting your taxes, please rely exclusively on the substitute Form 1099 you will receive from us after year-end for your taxable accounts. (For Retirement Accounts, Form 1099R will report distributions from the account rather than income and dividends or proceeds from sales.)

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Account Disclosures Continued

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California State Treasurer
Fiona Ma, CPA

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

February 02, 2026

LAIF Home
PMIA Average Monthly Yields

ORANGE COUNTY VECTOR CONTROL DISTRICT

DIRECTOR OF ADMINISTRATIVE SERVICES
13001 GARDEN GROVE BLVD
GARDEN GROVE, CA 92843

Tran Type Definitions

Account Number: [redacted]

January 2026 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
1/15/2026	1/15/2026	QRD	1791699	N/A	SYSTEM	278,921.30

Account Summary

Total Deposit:	278,921.30	Beginning Balance:	32,101,638.36
Total Withdrawal:	0.00	Ending Balance:	32,380,559.66

	Orange County Mosquito and Vector Control District	
	AGENDA ITEM E.4	**Date**
	Prepared By: Tan Nguyen, Director of Finance **Submitted By:** Lora Young, District Manager	March 19, 2026

Agenda Title:

Review of the FY 2024/25 Audited Financial Statements

Recommended Action:

The District Manager recommends that the Board of Trustees receive and file the Audited Basic Financial Statements dated June 30, 2025, and the Audit Committee Letter for Fiscal Year 2024-25.

Summary:

The District's contracted auditing firm, Clifton Larson Allen, LLP, has completed the independent audit for the Fiscal Year (FY) ended June 30, 2025. The audited basic financial statements along with the independent auditor's report and the report on internal control over financial reporting and compliance are included. The independent auditor's report indicates that the financial statements present fairly in all material aspects the financial position and activities of the District as of and for the year ended June 30, 2025. The report on internal control financial reporting is included in this agenda item. In accordance with Government Auditing Standards, this report discloses any non-compliance issues that the auditor encountered during the audit; it also discusses the District's internal controls over financial reporting. The auditor did not identify any material weaknesses in internal control. A material weakness is a deficiency or a combination of deficiencies in internal control, such that there is a reasonable possibility that a material misstatement would not be prevented or detected and corrected in a timely manner.

Within the basic financial statement, **Exhibit A** - is a management's discussion and analysis (MD&A) that is presented to supplement the readers' review of the basic financial statements. The MD&A is written by management and follows the format prescribed by generally accepted accounting principles for governments. The financial statements, notes, supporting schedules and narrative explanations help to ensure that all fiscal data is presented which may be needed by any persons or groups with an interest in the financial affairs of the District, such as the Board of Trustees, taxpayers and others. This document reflects the District's commitment to the highest levels of financial reporting by using a format that meets the standards adopted by the Government Accounting Standards Board which is recognized as the authoritative body for the promulgation of standards of financial accounting and reporting for local governments.

Included in this agenda item is **Exhibit B** - Audit Committee Letter, which communicates certain required items regarding the conduct of the audit such as the auditor's level of responsibility, accounting policies adopted, applied, accounting estimates used and other general accounting topics analyzed during the audit process; this letter reports that no transactions lacked authoritative guidance, all significant transactions have been included in the financial statements and that there were no difficulties or disagreements when working with management.
The Budget and Finance Committee meets prior to the March 2026 Regular Board Meeting to review the financial statements and to present the committee's report at the Board Meeting.

Previous Relevant Board Actions for This Item:
Annual report

Strategic Plan Compliance: 5. Financial Sustainability: 5.1: Conduct revenue assessment to determine long-term financial needs

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Fiscal Impact:
What Amount is being requested? N/A
Is the Amount Requested Budgeted in the Current Fiscal Year? N/A
If No, What Funds Are Requested? N/A

Exhibits:

Exhibit A: Audited Basic Financial Statement with Report on Audit by Independent Certified Public Accountants

Exhibit B: Audit Committee Letter Addressed to the Board of Trustees provided by Clifton Larson Allen LLP

ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

YEAR ENDED JUNE 30, 2025

ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT
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CliftonLarsonAllen LLP
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INDEPENDENT AUDITORS' REPORT

Board of Trustees
Orange County Mosquito and Vector Control District
Garden Grove, California

Report on the Audit of the Financial Statements

Opinions

We have audited the financial statements of the governmental activities and the major fund of the Orange County Mosquito and Vector Control District (the District), as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements as listed in the table of contents.

In our opinion, the accompanying financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities and the major fund of the District, as of June 30, 2025, and the respective changes in financial position for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditors' Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of the District and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Emphasis of Matter - Change in Accounting Principle

During the fiscal year ended June 30, 2025, the District adopted Governmental Accounting Standards Board (GASB) Statement No. 101, *Compensated Absences*. As described in Notes 1G, 5, and 12 to the financial statements, the net position as of July 1, 2024 was adjusted and restated to reflect the change in the accounting principle. Our opinions are not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

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In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the District's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis, the budgetary comparison schedule by department - general fund, schedule of proportionate share of the net pension liability – CalPERS and OCERS withdrawn plan, the schedule of contributions – pension – CalPERS and OCERS withdrawn plan, the schedule of changes in the net OPEB liability and related ratios, and the schedule of contributions – OPEB, be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 17, 2026, on our consideration of the District's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the District's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the District's internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

Irvine, California
February 17, 2026

This section of the financial statements of the Orange County Mosquito and Vector Control District (District) is management's narrative overview and analysis of the financial activities of the District for the fiscal year ended June 30, 2025. We encourage readers to consider the information presented here in conjunction with the District's financial statements and accompanying notes.

Background

The Orange County Mosquito and Vector Control District is a special district originally formed in 1947 as the Orange County Mosquito Abatement District to protect the County from mosquitoes and mosquito-borne diseases. In 1975, the District's name changed to Orange County Vector Control District, and the District assumed responsibility for comprehensive vector control, specifically adding fly and rat control services. Then, in 2004, the District established a Red Imported Fire Ant program. In 2015, the District was renamed to Orange County Mosquito and Vector Control District to better identify the District's purpose.

A 35-member Board of Trustees oversees the District's operation, with one member appointed by each of the 34 cities within the District's boundaries and one member appointed by the County of Orange.

Financial Highlights

The comparisons in the discussion and analysis below are between FY 2023-24 and FY 2024-25. All increases and decreases are expressed relative to FY 2023-24 amounts.

Government-wide Financial Statements

- At the close of the fiscal year, the assets and deferred outflows of resources exceeded liabilities and deferred inflows of resources by $47.3 million (net position). Of this amount, $35.3 million may be used to meet the District's ongoing obligations to citizens and creditors (unrestricted net position).
- The District's revenues of $21.3 million exceeded expenses of $15.8 million, resulting in an increase to net position of $5.5 million from the year's activities.

Fund Financial Statements

- As of June 30, 2025, the District's governmental funds reported an ending fund balance of $42.8 million, an increase of $5.5 million over the prior year. Of this amount, $17.4 million is available for spending at the District's discretion (unassigned fund balance).

Overview of the Basic Financial Statements

This discussion and analysis serves as an introduction to the District's basic financial statements, which are comprised of three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the basic financial statements.

Government-wide financial statements. The government-wide financial statements are designed to provide readers with a broad overview of the District's finances in a manner similar to a private-sector business. In accordance with governmental accounting standards, the District's government-wide financial statements include a Statement of Net Position and a Statement of Activities.

The Statement of Net Position presents information on all of the District's assets, deferred inflows of resources, liabilities, deferred outflows of resources, and net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. The Statement of Net Position also provides the basis for evaluating the capital structure and assessing the liquidity and financial flexibility of the District.

The Statement of Activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave). This statement measures the success of the District's activities over the past year and can be used to determine whether the District has successfully recovered all of its costs.

The government-wide financial statements are in this report's financial section immediately following the Management's Discussion and Analysis (MD&A), beginning on page 13.

Fund financial statements. A fund is a grouping of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The District, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the District's funds are reported within the category of governmental funds.

Governmental funds. Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements, governmental fund financial statements focus on near-term inflows and outflows of spendable resources, as well as on balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the District's near-term financing decisions. Both the governmental fund balance sheet and governmental fund statement of revenues, expenditures, and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

All of the District's governmental activity is reported in the General Fund, and the District adopts an annual appropriated budget for the General Fund. A budgetary comparison statement has been provided to demonstrate compliance with this budget.

The governmental fund financial statements are found in the financial section of this report following the government-wide financial statements, beginning on page 15.

Notes to the basic financial statements. The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the basic financial statements are found in the financial section of this report following the fund financial statements, beginning on page 19.

Government-wide Financial Analysis

Over time, the increases or decreases in net position may serve as a useful indicator of whether the financial position of the District is improving or deteriorating. The following is a table that compares the District's net position at the end of the current and prior fiscal years.

Net Position – Governmental Activities

	6/30/2024**	6/30/2025
Current and other assets	$38,704,035	$44,283,302
Net pension and OPEB assets	1,077,692	2,744,010
Capital assets	4,872,458	5,315,421
Total assets	44,654,185	52,342,733
Deferred outflows	5,770,157	3,848,105
Total deferred outflows	5,770,157	3,848,105
Long-term liabilities	5,649,127	5,566,846
Other liabilities	661,670	703,713
Total liabilities	6,310,797	6,270,559
Deferred inflows	1,919,732	2,618,694
Total deferred inflows	1,919,732	2,618,694
Net investment in capital assets	4,867,840	5,251,147
Restricted	4,728,442	6,793,476
Unrestricted	32,597,531	35,256,962
Total net position	$42,193,813	$47,301,585

**Prior year information has not been restated for prior period adjustments.

At June 30, 2025, assets and deferred outflows exceed liabilities and deferred inflows, resulting in a net position of $47.3 million. The District's net position is comprised of three categories: net investment in capital assets, restricted net position, and unrestricted net position.

Net investment in capital assets: An important component of net position is capital assets (e.g., land, structures, and vehicles). The District's net investment in capital assets is $5.2 million, representing 11 percent of the total net position at fiscal year-end. The District uses these capital assets to provide services to citizens; consequently, these assets are not available for future spending.

Restricted net position: The portion of the District's net position that represents resources subject to external restrictions on how they may be used totals $6.8 million, or 14 percent of total net position.

Unrestricted net position: The remainder of the District's net position is categorized as unrestricted, totaling $35.3 million or 75 percent of total net position. Unrestricted net position may be used to meet the District's ongoing obligations to citizens and creditors.

Following is a summary of the government-wide Statement of Activities. This table illustrates the $5.5 million increase in the District's net position resulting from revenues of $21.3 million exceeding expenses of $15.8 million. Discussion regarding significant changes in revenue and expenses follows the table.

Change in Net Position – Governmental Activities

	6/30/2024**	6/30/2025
Program revenues:		
Charges for services	$ 316,236	$ 240,546
Operating contributions and grants	167,494	160,345
General revenues:		
Property taxes and assessments	18,104,416	18,910,607
Investment income	1,749,071	2,002,710
Other revenues	109,634	731
Total revenues	20,446,851	21,314,939
Expenses:		
General government	2,008,694	2,785,494
Health and sanitation	13,181,945	12,993,875
Interest	1,307	185
Total expenses	15,191,946	15,779,554
Increase/(decrease) in net position	5,254,905	5,535,385
Net position - July 1	36,938,908	42,193,813
Restatement for applying GASB 101	-	(427,613)
Net position - June 30	$ 42,193,813	$ 47,301,585

**Prior year information has not been restated for prior period adjustments.

Overall, revenues increased by $0.9 million while expenses increased by $0.6 million. Key elements of the changes in revenues and expenses include:

Revenues

Government-wide property tax revenues and assessments increased by $0.8 million as a result of 1) an increase in ad valorem property taxes due to a rise in assessed value and 2) an increase in assessment revenue due to an increase in the assessment district rate. The benefit assessment rates remained the same for Assessment District No. 1 at $1.92 per parcel while Assessment District No. 2 rates increased from $8.55 to $8.81 per parcel.

Investment income increased by $0.2 million due to changes in interest rates and fair value measurements. At year-end, the difference between the market and book value of investments is recorded as an unrealized gain or loss and is recorded as a component of interest revenue.

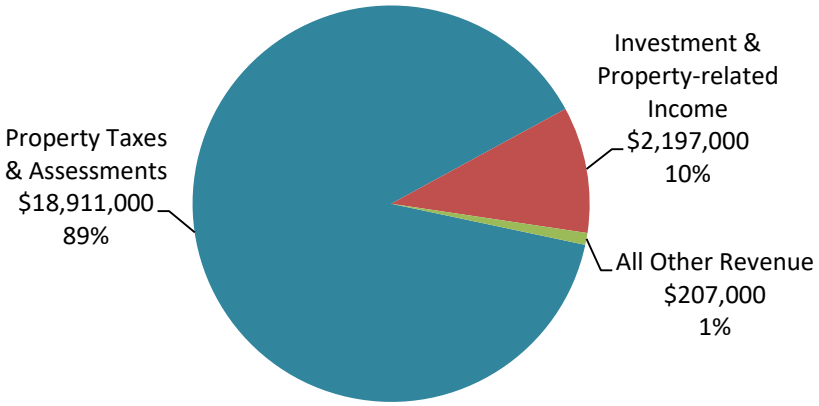
Other miscellaneous revenues decreased by $0.1 million. The prior year had sales of several vehicles, while the current year did not have any vehicle sales.

Expenses

Government-wide expenses increased by $0.6 million as a result of 1) changes in the net pension liability/(asset), net OPEB liability/(asset), and related changes for deferred outflows of resources and deferred inflows of resources, 2) higher costs for compensated absences due to changes associated

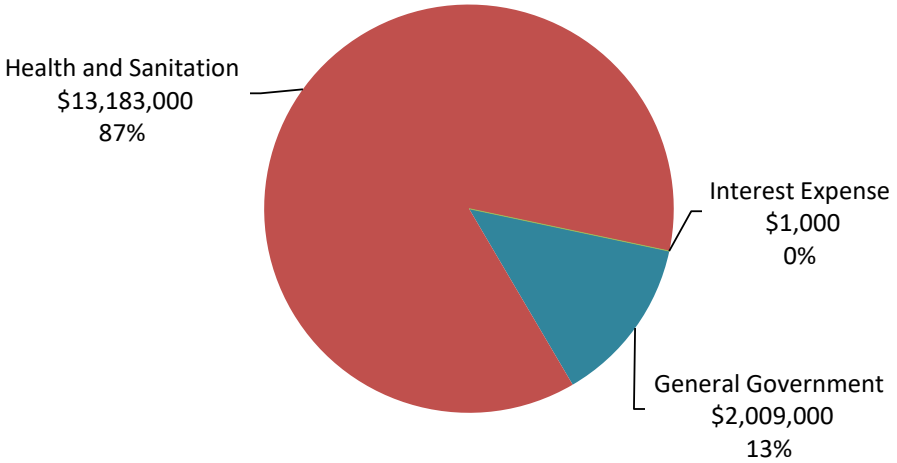
with implementing GASB Statement 101, 3) higher salary costs due to a 3 percent COLA increase, and 4) no contribution to the OPEB trust in the current year.

Revenues by Source - Government-wide



As identified in the revenue graph, nearly all of the District's revenues come from the District's share of the ad valorem property tax and property tax assessments. Of the $18.9 million property tax and assessment revenue, 50 percent is from the District's share of the ad valorem property tax and similar distributions, while the remaining 50 percent is from the District's property tax benefit assessments.

Expenses by Function - Government-wide



The District's expenses totaled $15.8 million in fiscal year 2024-25. Of that total, $13.0 million (82 percent) was for health and sanitation purposes while the remaining $2.8 million was for general administrative functions of the District.

During fiscal year 2024-25, the District's Health and Sanitation functional expense category had $206,000 of program revenues ($46,000 from charges for services and $160,000 from operating contributions); the General Government functional expense category had $195,000 of program revenues (charges for services – property-related income for rental of District property).

Financial Analysis of the District's Funds

The focus of governmental funds is to provide information on near-term inflows, outflows, and balances of spendable resources. Such information may be useful in assessing the District's financial requirements. In particular, unassigned fund balance may serve as a useful measure of the District's net resources available for spending at the end of the fiscal year.

At the end of the current fiscal year, the District's funds reported an ending fund balance of $42.8 million, an increase of $5.5 million over the prior year. Revenues and issuance of debt totaled $21.4 million and exceeded expenditures of $15.9 million.

Approximately 39 percent ($16.8 million) of the ending fund balance constitutes unassigned fund balance, which means it is available for spending at the District's discretion. The remainder of the ending fund balance is categorized as nonspendable (1 percent of total fund balance), restricted (9 percent of total fund balance), or committed (51 percent of total fund balance), indicating that it is not available for new spending because it has already been designated as:

Nonspendable	
Prepaid items	$ 205,475
Restricted	
Assets held in trust (pension)	4,046,466
Committed	
Retiree medical insurance	175,000
Retirement contingency	971,030
Liability reserve	499,685
Emergency vector control	1,841,474
Habitat remediation	100,000
Facilities improvement	17,555,221

At the end of the current fiscal year the unassigned fund balance of the General Fund was $17,402,763 while the total fund balance was $42,800,114. As a measure of liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. The unassigned fund balance represents 106 percent of the year's expenditures while the total fund balance represents 270 percent of expenditures.

Fund balance increased in fiscal year 2024-25 by $5.5 million while in the prior year, fund balance increased by $5.6 million. The $0.1 million decrease from FY 2023-24 was a result of higher revenues (including issuance of debt) in FY 2024-25 of $0.9 million offset by higher expenditures of $1.0 million.

The reasons for the change in revenues are essentially the same as the reasons for the change in government-wide revenues since the General Fund comprises all of the governmental activities of the District. Ad valorem property taxes increased due to a rise in assessed value and assessment revenue increased due to an increase in the assessment district rate for Assessment District No. 2. The benefit assessment rates remained the same for Assessment District No. 1 at $1.92 per parcel while Assessment District No. 2 rates increased from $8.55 to $8.81 per parcel. In addition, investment income increased due to changes in interest rates and fair value measurements. At year-end, the difference between the market and book value of investments is recorded as an unrealized gain or loss and is recorded as a component of interest revenue.

Expenditures increased by a net of $1.0 million due to 1) overall higher salary costs from a 3 percent COLA increase, 2) $0.6 million in additional capital outlay relating to implementing the Sterile Insect Technique program, and 3) no contribution to the OPEB trust in the current year.

Budgetary Highlights

In preparing its budget, the District attempts to estimate its revenues using realistic, but conservative, methods to budget its expenditure appropriations and activities prudently. During the course of the year, the Board of Trustees did not amend the District's originally adopted expenditure budget.

The General Fund balance reflected a positive net budget variance of $5.0 million when comparing actual amounts to the final budget for the current fiscal year. This amount reflects a positive variance of $3.1 million in revenues and a positive variance of $1.9 million in expenditures. The positive revenue variance mainly resulted from actual revenues exceeding the budget for all line items except for charges for services and miscellaneous revenue. The positive expenditure variance resulted from actual expenditures being less than the final budget in the majority of the departments. The most significant variances were in capital outlay, field operations, public information, and retirement trust departments.

Capital Asset and Debt Administration

Capital assets. The District's capital assets for governmental activities as of June 30, 2025, total $5.3 million, net of accumulated depreciation and amortization. This is a net increase of $443,000 over June 30, 2024. The capital assets include land, structure and improvements, equipment and furniture, vehicles, and intangible assets. Capital asset additions totaled $863,000 and depreciation and amortization expense totaled $420,000. There were no disposals of assets during the year. Additional information on the District's capital assets can be found in the Capital Assets Note (Note 4) of the Notes to Basic Financial Statement.

Capital Assets, net of depreciation and amortization

	6/30/2024	6/30/2025
Land	$ 2,010,329	$ 2,010,329
Construction in progress	-	$ 395,674
Structures and improvements	1,342,970	1,226,264
Equipment and furniture	586,762	839,275
Vehicles	927,779	779,605
SBITA assets	4,618	64,274
Total	$ 4,872,458	$ 5,315,421

Long-term debt. At the end of the current fiscal year, the District had total debt outstanding of $5.6 million. Information on employee compensated absences can be found in Note 1(G) and Note 5 of the Notes to Basic Financial Statements. Information on the SBITA liability is found in Note 5 of the Notes to Basic Financial Statements. Information on the net pension liability can be found in Note 8 of the Notes to Basic Financial Statements. Information on the net OPEB liability can be found in Note 9 of the Notes to Basic Financial Statements.

Outstanding Debt

	6/30/2024**	6/30/2025
Employee compensated absences	$ 609,503	$ 1,201,861
Net pension liability	5,035,006	4,300,711
SBITA payable	4,618	64,274
Total	$ 5,649,127	$ 5,566,846

**Prior year information has not been restated for prior period adjustments.

Economic Factors and Next Year's Budget

The District's overall revenues for FY 2025-26 are budgeted to be $19.8 million while expenditures are budgeted to be $17.9 million. These budgetary expectations reflect the continuation of program enhancements such as the education and outreach programs, the fish program, and innovative programs such as the drone and SIT programs. The FY 2025-26 budget increases the annual addition to the facilities improvement fund balance commitment to $1.0 million.

The majority of the funding for the District's programs comes from property taxes and assessments:

- Property taxes are budgeted at $8.3 million.
- Assessments for Assessment District No. 1 will remain at $1.92 per parcel and are projected to yield $1.6 million, similar to the prior year.
- Assessments for Assessment District No. 2 will increase from $8.81 per parcel to $9.07 per parcel and are projected to yield $8.2 million.

All other revenues are expected to remain generally stable with the prior fiscal year.

Personnel make up roughly 71% of the District's overall budget and are expected to increase from $11.8 million to $12.0 million. Capital outlay costs are budgeted to be $415,000 for equipment and facilities improvements in fiscal year 2025-26.

The District's total fund balance is estimated at $38.0 million at June 30, 2026.

Requests for Information

This financial report is designed to provide a general overview of the financial position of the Orange County Mosquito and Vector Control District for all those with an interest in the District's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Administrative Services Department, 13001 Garden Grove Boulevard, Garden Grove, CA 92843.

BASIC FINANCIAL STATEMENTS

ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT
STATEMENT OF NET POSITION
JUNE 30, 2025

	Governmental Activities
ASSETS	
Cash and Cash Equivalents	$ 38,506,587
Restricted - Cash and Investments Held by Pension Trust	4,049,466
Receivables:	
Accounts	51,685
Taxes	172,385
Accrued Interest	387,959
Due from Other Governments	171,350
Lease	738,395
Prepaid Items	205,475
Net OPEB Asset	1,463,150
Net Pension Asset - OCERS	1,280,860
Capital Assets:	
Not Being Depreciated	2,406,003
Net of Depreciation	2,845,144
Net of Amortization	64,274
Total Assets	52,342,733
DEFERRED OUTFLOWS OF RESOURCES	
Deferred Amounts from OPEB	54,891
Deferred Amounts from Pension Plans	3,793,214
Total Deferred Outflows of Resources	3,848,105
LIABILITIES	
Accounts Payable	208,409
Accrued Liabilities	477,684
Deposits Payable	17,620
Noncurrent Liabilities:	
Due Within One Year:	
Compensated Absences	396,614
SBITA Payable	31,662
Due in More Than One Year:	
Compensated Absences	805,247
SBITA Payable	32,612
Net Pension Liability - CalPERS	4,300,711
Total Liabilities	6,270,559
DEFERRED INFLOWS OF RESOURCES	
Deferred Amounts from OPEB	695,400
Deferred Amounts from Pension Plans	1,184,899
Deferred Amounts from Lease	738,395
Total Deferred Inflows of Resources	2,618,694
NET POSITION	
Net Investment in Capital Assets	5,251,147
Restricted for Pensions	5,330,326
Restricted for OPEB	1,463,150
Unrestricted	35,256,962
Total Net Position	$ 47,301,585

See accompanying Notes to Basic Financial Statements.

ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT
STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2025

Functions/Programs	Expenses	Program Revenues: Charges for Services	Program Revenues: Operating Contributions and Grants	Program Revenues: Capital Contributions and Grants	Net (Expense) Revenue and Changes in Net Position: Governmental Activities
GOVERNMENTAL ACTIVITIES					
General Government	$ 2,785,494	$ 194,060	$ -	$ -	$ (2,591,434)
Health and Sanitation	12,993,875	46,486	160,345	-	(12,787,044)
Interest Expense	185	-	-	-	(185)
Total Governmental Activities	$ 15,779,554	$ 240,546	$ 160,345	$ -	(15,378,663)

GENERAL REVENUES	
Taxes:	
Property Taxes and Assessments, Levied for General Purpose	18,910,607
Investment Income	2,002,710
Miscellaneous	731
Total General Revenues	20,914,048
CHANGE IN NET POSITION	5,535,385
NET POSITION	
Beginning of Year, as Originally Reported	42,193,813
Restatement	(427,613)
Beginning of Year, as Restated	41,766,200
End of Year	$ 47,301,585

See accompanying Notes to Basic Financial Statements.

ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JUNE 30, 2025

ASSETS	
Cash and Investments	$ 38,506,587
Restricted - Cash and Investments Held by Pension Trust	4,049,466
Receivables:	
Accounts	51,685
Taxes	172,385
Accrued Interest	387,959
Due from Other Governments	171,350
Lease	738,395
Prepaid Items	205,475
Total Assets	$ 44,283,302
LIABILITIES, DEFERRED INFLOWS OF RESOURCES AND FUND BALANCES	
LIABILITIES	
Accounts Payable	$ 208,409
Accrued Liabilities	477,684
Deposits Payable	17,620
Total Liabilities	703,713
DEFERRED INFLOWS OF RESOURCES	
Unavailable Revenues	41,080
Lease	738,395
Total Deferred Inflows of Resources	779,475
FUND BALANCES	
Nonspendable:	
Prepaid Items	205,475
Restricted:	
Pension Trust	4,049,466
Committed:	
Retiree Medical Insurance	175,000
Retirement Contingency	971,030
Liability Reserve	499,685
Emergency Vector Control	1,841,474
Habitat Remediation	100,000
Facilities Improvements	17,555,221
Unassigned	17,402,763
Total Fund Balances	42,800,114
Total Liabilities, Deferred Inflows of Resources, and Fund Balances	$ 44,283,302

See accompanying Notes to Basic Financial Statements.

ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT
RECONCILIATION OF THE BALANCE SHEET OF GOVERNMENTAL FUNDS
TO THE STATEMENT OF NET POSITION
JUNE 30, 2025

Fund Balances - Total Governmental Funds	$ 42,800,114
Amounts reported for governmental activities in the Statement of Net Position are different because:	
Capital assets, net of depreciation and amortization, have not been included as financial resources in the governmental funds' activity.	5,315,421
Long-term liabilities are not available to pay for current-period expenditures and therefore, are not reported in the governmental funds. Long-term liabilities consist of the following:	
Compensated Absences	(1,201,861)
SBITA Payable	(64,274)
Certain revenues in the governmental funds are deferred inflows of resources because they are not collected within the prescribed time period after year-end. However, these revenues are included in the government-wide statements.	41,080
Pension and OPEB amounts applicable to the District's governmental activities are not due and payable in the current period and, accordingly, are not reported as fund liabilities. Deferred outflows of resources and deferred inflows of resources related to pensions and OPEB are only reported in the Statement of Net Position as the changes in these amounts affects only the government-wide statements for governmental activities.	
Deferred Outflows of Resources Related to OPEB	54,891
Deferred Inflows of Resources Related to OPEB	(695,400)
Net OPEB Asset	1,463,150
Deferred Outflows of Resources Related to Pensions	3,793,214
Deferred Inflows of Resources Related to Pensions	(1,184,899)
Net Pension Asset - OCERS	1,280,860
Net Pension Liability - CalPERS	(4,300,711)
Net Position of Governmental Activities	$ 47,301,585

See accompanying Notes to Basic Financial Statements.

ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT
STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES
GOVERNMENTAL FUNDS
YEAR ENDED JUNE 30, 2025

REVENUES	
Taxes and Assessments	$ 18,910,607
Intergovernmental	160,345
Charges for Services	42,061
Investment Income	2,002,710
Property-Related Income	194,060
Miscellaneous	731
Total Revenues	21,310,514
EXPENDITURES	
Current:	
General Government	2,783,204
Health and Sanitation	12,164,710
Capital Outlay	877,623
Debt Service:	
SBITA Principal	38,208
SBITA Interest	185
Total Expenditures	15,863,930
EXCESS OF REVENUES OVER EXPENDITURES	5,446,584
OTHER FINANCING SOURCES	
Issuance of Debt Related to Subscriptions	97,864
NET CHANGE IN FUND BALANCES	5,544,448
Fund Balances - Beginning of Year	37,255,666
FUND BALANCES - END OF YEAR	$ 42,800,114

See accompanying Notes to Basic Financial Statements.

ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT
RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES
YEAR ENDED JUNE 30, 2025

Net Change in Fund Balances - Total Governmental Funds	$ 5,544,448
Amounts reported for governmental activities in the Statement of Activities are different because:	
Governmental funds report capital outlays as expenditures. However, in the Statement of Activities, the costs of those assets are allocated over their estimated useful lives as depreciation/amortization expense. This is the amount by which capital outlays exceeded depreciation/amortization in the current period:	
Capital Outlay	862,516
Depreciation	(381,345)
Amortization	(38,208)
Compensated absences expenses reported in the Statement of Activities do not require the use of current financial resources and, therefore, are not reported as expenditures in the governmental funds.	(164,745)
The issuance of SBITAs provides current financial resources to the governmental funds, while the repayment of the principal of SBITAs payable consumes the current financial resources of the governmental funds. Neither transaction, however, has any effect on net position.	
Principal Payments on SBITAs	38,208
Issuance of SBITA Payable	(97,864)
Certain revenues in the governmental funds are deferred inflows of resources because they are not collected within the prescribed time period after year-end. However, these revenues are included in the government-wide statements.	4,425
OPEB expenditures reported in the governmental funds includes the insurance premiums paid. In the Statement of Activities, OPEB expense includes the change in the OPEB liability (asset), and related change in OPEB amounts for deferred outflows of resources and deferred inflows of resources.	172,222
Pension expenditures reported in the governmental funds includes the annual required contributions. In the Statement of Activities, pension expense includes the change in the net pension liability, and related change in pension amounts for deferred outflows of resources and deferred inflows of resources.	(404,272)
Change in Net Position of Governmental Activities	$ 5,535,385

See accompanying Notes to Basic Financial Statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Description of Reporting Entity

The Orange County Mosquito Abatement District was formed in 1947, in accordance with Division 3, Chapter 5, of the California Health and Safety Code. By resolution of the Board of Trustees, the name of the District was changed to Orange County Vector Control District, effective January 1, 1976, and to Orange County Mosquito and Vector Control District (the District) effective January 15, 2015. The District encompasses all of Orange County. The governing power of the District is vested in a Board of Trustees, consisting of one member appointed by the Orange County Board of Supervisors for the County at large and one member appointed by each City Council within the District. Members are appointed and serve a two to four-year term and are provided $100 per monthly meeting attended in lieu of travel expenses.

B. Government-Wide and Fund Financial Statements

Government-Wide Financial Statements

The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the activities of the District, except for its fiduciary activities. The District has no fiduciary activities. Governmental activities, which normally are supported by taxes and intergovernmental revenues, are reported separately from business-type activities, which rely to a significant extent on fees and charges for support. The District has no business-type activities.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment is offset by program revenues. Direct expenses are those that are clearly identifiable with a specific function or segment. Program revenues include: 1) charges to customers or applicants who purchase, use or directly benefit from goods, services or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as general revenues.

Fund Financial Statements

The fund financial statements provide information about the District's general fund. Separate financial statements for the District's governmental fund are presented after the government-wide financial statements. These statements display information about the major fund individually.

The District reports the following major governmental fund:

The General Fund is used to account for all financial activity in the District.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Measurement Focus and Basis of Accounting

The accounting and financial reporting treatment is determined by the applicable measurement focus and basis of accounting. Measurement focus indicates the type of resources being measured such as current financial resources or economic resources. The basis of accounting indicates the timing of transactions or events for recognition in the financial statements.

The government-wide financial statements are reported using the *economic resources measurement focus* and the *accrual basis of accounting*. Under the economic resources measurement focus, all (both current and long-term) economic resources and obligations are reported in the government-wide financial statements. Under the accrual basis of accounting, revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under the current financial resources measurement focus, current assets, current liabilities and deferred inflows of resources are generally included on the balance sheets. The reported fund balance is considered to be a measure of “available spendable resources.” Governmental fund financial statements present increases (revenues and other financing sources) and decreases (expenditures and other financing uses) in fund balance. Accordingly, they are said to present a summary of sources and uses of “available spendable resources” during a period.

Under the modified accrual basis of accounting, revenues are recognized as soon as they are both measurable and available. Measurable means that amounts can be estimated, or otherwise determined. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences, are recorded only when payment is due.

Property taxes, rental income, charges for services and interest associated with the current fiscal period are all considered to be susceptible to accrual and so have been recognized as revenues of the current fiscal period.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Investments

Investments are reported at the fair value, which represents the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. All investment income, including changes in the fair value of investments, is recognized as revenue in the operating statement.

E. Capital Assets

Capital assets that include land, structures and improvements, equipment and furniture, vehicles, and subscription-based information technology arrangements (SBITAs), are reported in the government-wide financial statements. Capital assets are defined by the District as assets with an initial cost of more than $3,000 and an estimated useful life in excess of one year with the exception of intangible SBITAs for which the threshold is $10,000. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets are recorded at acquisition value at the date of donation. SBITA assets are initially measured as the sum of the present value of payments expected to be made during the subscription term, payments associated with the SBITA contract made to the SBITA vendor at the commencement of the subscription term, when applicable, and capitalizable implementation costs, less any SBITA vendor incentives received from the SBITA vendor at the commencement of the SBITA term. SBITA assets are amortized in a systematic and rational manner over the shorter of the subscription term or the useful life of the underlying IT assets. The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Tangible capital assets are depreciated using the straight-line method over the following estimated useful lives:

Structures and Improvements	30 Years
Equipment and Furniture	5 to 20 Years
Vehicles	8 to 15 Years

F. Deferred Outflows/Inflows of Resources

In addition to assets, the statement of net position reports a separate section for deferred outflows of resources. This separate financial statement element, deferred outflows of resources, represents a consumption of net assets that applies to future periods and so will not be recognized as an outflow of resources (expense) until that time. The category of deferred outflow of resources reported in the statement of net position is related to pension and other postemployment benefits. Deferred outflows on pension and other postemployment benefits are more fully discussed in Notes 8 and 9, respectively.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

F. Deferred Outflows/Inflows of Resources (Continued)

In addition to liabilities, the statement of net position and governmental funds balance sheet reports a separate section for deferred inflows of resources. This separate financial statement element, deferred inflows of resources, represents an acquisition of net assets or fund balance that applies to future periods and will not be recognized as an inflow of resources (revenue) until that time.

Deferred inflows from *unavailable revenues*, which arises only under a modified accrual basis of accounting, is reported only in the governmental funds balance sheet. The governmental funds report unavailable revenues from one source, which is charges for services. These amounts are deferred and recognized as an inflow of resources in the period that the amounts become available.

The District's deferred inflows of resources reported on the statement of net position relate to leases, pension, and other postemployment benefits, which are more fully discussed in Notes 1J, 8, and 9, respectively.

G. Compensated Absences

Compensated absences (vacation, compensatory time off, and sick leave) are reported as expenditures in the general fund when paid. Any remaining unpaid liability at year-end is recorded on the statement of net position since such obligation is not payable with currently available financial resources, and paid by resources in the District's general fund.

The liability for compensated absences reported in the government-wide statements consists of leave that has not been used that is attributable to services already rendered, accumulates and is more likely than not to be used for time off or otherwise paid in cash or settled through noncash means. The liability also includes amounts for leave that has been used for time off but has not yet been paid in cash or settled through noncash means and certain other types of leave.

H. Net Position

The financial statements utilize a net position presentation. Net position is categorized as follows:

<u>Net Investment in Capital Assets</u>

This component of net position consists of capital assets, net of accumulated depreciation and reduced by any debt outstanding against the acquisition, construction or improvement of those assets and capital related payables.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

H. Net Position (Continued)

The financial statements utilize a net position presentation. Net position is categorized as follows (continued):

Restricted Net Position

This component of net position consists of external constraints placed on net position imposed by creditors, grantors, contributors, or laws or regulations of other governments or constraints imposed by law through constitutional provisions or enabling legislation.

Unrestricted Net Position

This component of net position consists of net position that does not meet the definition of "net investment in capital assets" or "restricted."

Sometimes the District will fund outlays for a particular purpose from both restricted (e.g., restricted bond or grant proceeds) and unrestricted resources. In order to calculate the amounts to report as restricted – net position and unrestricted – net position in the government-wide statements, a flow assumption must be made about the order in which the resources are considered to be applied. It is the District's policy to consider restricted – net position to have been depleted before unrestricted – net position is applied.

I. Fund Equity

In the fund financial statements, governmental funds report the following fund balance classifications:

Nonspendable include amounts that cannot be spent because they are either (a) not in spendable form or (b) legally or contractually required to be maintained intact.

Restricted include amounts that are constrained on the use of resources by either (a) external creditors, grantors, contributors, or laws or regulations of other governments or (b) by law through constitutional provisions or enabling legislation.

Committed include amounts that can only be used for specific purposes pursuant to constraints imposed by formal action of the District's highest authority, the Board of Trustees. The formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution.

Assigned include amounts that are constrained by the District's intent to be used for specific purposes, but are neither restricted nor committed. The District General Manager is authorized to assign amounts to a specific purpose, which was established by the governing body in the Fund Balance Policy.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

I. Fund Equity (Continued)

In the fund financial statements, governmental funds report the following fund balance classifications (continued):

Unassigned include the residual amounts that have not been restricted, committed, or assigned to specific purposes. The unassigned fund balance classification includes the below reserves:

An operating reserve equal to two to six months (17-50%) of annual operating fund revenues. These funds are set aside to address risks facing the District related to revenue stability and expenditure volatility, including such items as economic downturns, limitations on increases to the District's benefit assessments, insurance and claims experience, and future operating needs. As of June 30, 2025, the balance in this reserve is $2,600,000.

Vehicle and equipment replacement reserves for future vehicle and equipment replacements and improvements. This reserve will be maintained at the estimated amount of resources needed to replace assets for the next five years. Additional resources may be maintained such that the total reserves equal the amount of accumulated depreciation of assets, based on estimated replacement costs. As of June 30, 2025, the balance in the vehicle and equipment replacement reserves was $763,917 and $919,734 respectively.

Restricted amounts are to be considered spent when an expenditure is incurred for purposes for which the restricted fund balance is available. Committed, assigned, and unassigned amounts are considered to have been spent when an expenditure is incurred for purposes for which amounts in any of those unrestricted fund balance classifications can be used.

When an expenditure is incurred for purposes for which both restricted and unrestricted fund balances are available, the District's policy is to apply restricted fund balance first. When an expenditure is incurred for purposes for which committed, assigned, or unassigned fund balances are available, the District's policy is to apply committed fund balance first, then assigned fund balance, and finally unassigned fund balance.

J. Leases - Lessor

The District recognizes a lease receivable and a deferred inflow of resources in the financial statements at the commencement of a lease. The District initially measures the lease receivable at the present value of payments expected to be received during the lease term. Subsequently, the lease receivable is reduced by the principal portion of lease payments received. The deferred inflow of resources is initially measured as the initial amount of the lease receivable, adjusted for lease payments received at or before the lease commencement date. Subsequently, the deferred inflow of resources is recognized as revenue over the life of the lease term.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

J. Leases - Lessor (Continued)

The District monitors changes in circumstances that would require a remeasurement of its lease and will remeasure the lease receivable and deferred inflows of resources if certain changes occur that are expected to significantly affect the amount of the lease receivable.

K. Property Taxes

Property taxes attach as an enforceable lien on property as of January 1. Taxes are levied on July 1, and are payable in two installments on November 1 and February 1, and become delinquent December 11 and April 11. The County bills and collects the property taxes and remits them to the District in installments during the year. District property tax revenues are recognized when levied to the extent that they result in current receivables.

The County is permitted by state law (Proposition 13) to levy taxes at 1% of full market value (at time of purchase) and can increase the assessed values no more than 2% per year. The District receives a share of this basic levy proportionate to what was received in the 1976 to 1978 period.

L. Pensions

For purposes of measuring the net pension liability and deferred outflows/inflows of resources related to pensions, and pension expense, information about the fiduciary net position of the District's California Public Employees' Retirement System (CalPERS) plans and Orange County Employees Retirement System (OCERS) plan (Plans) and additions to/deductions from the Plans' fiduciary net position have been determined on the same basis as they are reported by CalPERS and OCERS. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

M. OPEB Plan

For purposes of measuring the net OPEB asset and deferred outflows/inflows of resources related to OPEB, and OPEB expense, information about the fiduciary net position of the District's OPEB Plan and additions to/deductions from the OPEB Plans' fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, the District's OPEB Plan recognizes benefit payments when due and payable in accordance with the benefit terms. Investments are reported at fair value.

N. Use of Estimates

The preparation of financial statements in accordance with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from the estimates.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

O. Change in Accounting Principle

Effective July 1, 2024, the District implemented GASB Statement No. 101, *Compensated Absences.* See Notes 1G, 5, and 12 for more information.

The District also adopted GASB Statement No. 102, *Certain Risk Exposures*, during the current year. The adoption did not impact the financial statements.

NOTE 2 STEWARDSHIP, COMPLIANCE, AND ACCOUNTABILITY

Budgetary Data

The District adopts an itemized budget statement of anticipated revenues, estimated operating expenditures and reserve requirements and files it with the County Auditor's office annually. The sources of financing operating costs and reserve requirements are: (1) available balance carried forward from the preceding year, (2) property taxes and assessments, (3) interest, and (4) other miscellaneous items. The legal level of control is by department.

Excess of Expenditures over Appropriations

Excess of expenditures over appropriations by department in the general fund are as follows:

	Final Budget	Actual	Variance with Final Budget
General Fund:			
District Manager	$ 497,955	$ 513,058	$ (15,103)
Administrative Services	995,355	1,026,698	(31,343)
Facilities Improvements	38,000	59,551	(21,551)
Public Service	203,290	310,475	(107,185)

NOTE 3 CASH AND INVESTMENTS

Cash and Investments

Cash and investments as of June 30, 2025 are classified in the accompanying government-wide statement of net position as follows:

Cash and Investments	$ 38,506,587
Restricted Cash and Investments:	
Held by Pension Trust	4,049,466
Total Cash and Investments	$ 42,556,053

Cash and investments consist of deposits and investments, as noted below:

Deposits with Financial Institutions	$ 921,663
Investments	37,584,924
Restricted Investments:	
Held by Pension Trust	4,049,466
Total Cash and Investments	$ 42,556,053

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

Investments Authorized by the California Government Code and the District's Investment Policy

The District's Investment Policy is reviewed and adopted by the Board of Trustees each year. Investment vehicles not specifically mentioned in the District's investment policy, are not authorized unless the policy is amended by the Board of Trustees. The table below identifies the investment types that are authorized for the District by the California Government Code (or the District's investment policy, where more restrictive). The table also identifies certain provisions of the California Government Code (or the District's investment policy, where more restrictive) that address interest rate risk, and concentration of credit risk. This table does not address investments of the employer contributions to the pension trust that is governed by the trust agreement.

Authorized Investment Type	Maturity	Maximum Percentage of Portfolio	Maximum Investment in One Issuer
Local Agency Bonds	5 Years	None	10%
U.S. Treasury Issues	5 Years	None	None
State Obligations: CA and Others	5 Years	None	10%
CA Local Agency Obligations	5 Years	None	10%
U.S. Agency Obligations (Federal Agency Issues)	5 Years	None	None
Bankers Acceptances	180 Days	40%	10%
Commercial Paper: Non-pooled Funds	270 Days	25%	10%
Commercial Paper: Pooled Funds	270 Days	40%	10%
Negotiable Certificates of Deposit	5 Years	30%	10%
Non-Negotiable Certificates of Deposit	5 Years	None	10%
Placement Service Deposits	5 Years	50%	10%
Placement Service Certificates of Deposit	5 Years	50%	10%
Repurchase Agreements	1 Year	None	10%
Reverse Repurchase Agreements and Securities Lending Agreements	92 Days	20%	10%
Medium-Term Notes	5 Years	30%	10%
Mutual Funds and Money Market Mutual Funds	N/A	20%	10%
Mortgage Pass-Through and Asset Backed Securities	5 Years	20%	10%
Supranational Obligations	5 Years	30%	10%
Local Agency Investment Fund (LAIF)	N/A	None	None
Orange County Investment Pool (OCIP)	N/A	None	None
CalTRUST	N/A	None	None

N/A - Not Applicable

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

Interest Rate Risk

Interest rate risk is the risk that changes in market interest rates that will adversely affect the fair value of an investment. Generally, the longer the maturity of an investment, the greater the sensitivity of its fair value to changes in market interest rates. One of the ways the District manages its exposure to interest rate risk is by purchasing a combination of shorter term and longer-term investments and by timing cash flows from maturities so that a portion of the portfolio is maturing or coming close to maturity as necessary to provide the cash flow and liquidity needed for operations.

Information about the sensitivity of the fair values of the District's investments to market interest rate fluctuations is provided by the following table that shows the distribution of the District's investments by maturity as of June 30, 2025:

		Remaining Maturity			
Investment Type	Fair Value	12 Months or Less	13 to 24 Months	25 to 36 Months	37 to 60 Months
Local Agency Investment Fund (LAIF)	$ 31,984,810	$ 31,984,810	$ -	$ -	$ -
Medium Term Notes	2,009,103	1,090,854	250,075	139,965	528,209
Local Agency Bonds	989,340	770,194	219,146	-	-
United States Treasury Issues	95,604	-	95,604	-	-
Federal Agency Issues	1,733,520	179,759	96,895	-	1,456,866
Negotiable Certificates of Deposit	772,547	285,066	57,266	-	430,215
PARS Pension Trust Fund	4,049,466	4,049,466	-	-	-
Total	$ 41,634,390	$ 38,360,149	$ 718,986	$ 139,965	$ 2,415,290

Disclosures Relating to Credit Risk

Generally, credit risk is the risk that an issuer of an investment will not fulfill its obligation to the holder of the investment. This is measured by the assignment of a rating by a nationally recognized statistical rating organization. The only minimum rating required by the California Government Code that is applicable to the District's investments is a rating of "A" or better for medium term notes and a rating of "AAA" for money market mutual funds. Presented below are the actual ratings by Standard & Poor's as of year-end for each investment type for the fiscal year ended June 30, 2025:

Investment Type	AAA	AA	A	Not Rated	Not Required to be Rated	Total
Local Agency Investment Fund (LAIF)	$ -	$ -	$ -	$ 31,984,810	$ -	$ 31,984,810
Medium Term Notes	-	-	1,777,119	231,984	-	2,009,103
Local Agency Bonds	200,000	789,340	-	-	-	989,340
United States Treasury Issues	-	-	-	-	95,604	95,604
Federal Agency Issues	-	1,079,547	-	653,973	-	1,733,520
Negotiable Certificates of Deposit	-	-	-	772,547	-	772,547
PARS Pension Trust Fund	-	-	-	4,049,466	-	4,049,466
Total	$ 200,000	$ 1,868,887	$ 1,777,119	$ 37,692,780	$ 95,604	$ 41,634,390

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

Concentration of Credit Risk

The investment policy of the District contains no limitations on the amount that can be invested in any one issuer beyond that stipulated by the California Government Code. Other than external investment pools, the District had no investments that exceeded 5% of the portfolio.

Custodial Credit Risk

Custodial credit risk for *deposits* is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover its deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for *investments* is the risk that, in the event of the failure of the counterparty (e.g., broker-dealer) to a transaction, a government will not be able to recover the value of its investment or collateral securities that are in the possession of another party.

The California Government Code and the District's investment policy do not contain legal or policy requirements that would limit the exposure to custodial credit risk for deposits or investments, other than the following provision for deposits: The California Government Code requires that a financial institution secure deposits made by state or local governmental units by pledging securities in an undivided collateral pool held by a depository regulated under state law (unless so waived by the governmental unit).

The market value of the pledged securities in the collateral pool must equal at least 110% of the total amount deposited by the public agencies. California law also allows financial institutions to secure District deposits by pledging first trust deed mortgage notes having a value of 150% of the secured public deposits. At June 30, 2025, the District deposits (bank balances) were insured by the Federal Deposit Insurance Corporation up to $250,000 or collateralized as required under California Law.

District Investments in State Investment Pool and County Investment Pool

The District is a voluntary participant in the LAIF that is regulated by California Government Code Section 16429 under the oversight of the Treasurer of the State of California. LAIF is overseen by the Local Agency Investment Advisory Board, which consists of five members, in accordance with State statute. The State Treasurer's Office audits the fund annually. During the year, the District was also a voluntary participant in the Orange County Investment Pool (OCIP) that is regulated by California Government Code and the Orange County Board of Supervisors under the oversight of the County of Orange Treasury Oversight Committee. The District's investment in OCIP was zero at fiscal year-end. The fair value of the District's investments in these pools is reported in the accompanying financial statements at amounts based upon the District's pro rata share of the fair value provided by LAIF and OCIP for each respective portfolio (in relation to the amortized cost of that portfolio). The balance available for withdrawal is based on the accounting records maintained by LAIF and OCIP, which are recorded on an amortized cost basis.

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

Cash and Investments – PARS Pension Trust

Investment Policy

The District established a trust account with Public Agency Retirement Services (PARS) to hold assets that are legally restricted for use in administering the District's Pension Plan. The PARS Pension Trust's specific cash and investments are managed by a third-party portfolio manager under guidelines approved by the District.

Those guidelines are as follows:

Risk Tolerance:	Moderate
Risk Management:	The portfolio is constructed to control risk through four layers of diversification - asset classes (cash, fixed income, equity), investment styles (large cap, small cap, international, value, growth), managers and securities. Disciplined mutual fund selection and monitoring process helps to drive return potential while reducing portfolio risk.
Investment Objective:	To provide current income and moderate capital appreciation. It is expected that dividend and interest income will comprise a significant portion of total return, although growth through capital appreciation is equally important.
Strategic Ranges:	0% - 20% Cash 40% - 60% Fixed Income 40% - 60% Equity

Fair Value Measurements

The District categorizes its fair value measurement within the fair value hierarchy established by accounting principles generally accepted in the United States of America. The hierarchy is based on the valuation inputs used to measure the fair value of the investments. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets (Level 1 measurements) and the lowest priority to unobservable inputs (Level 3 measurements). Level 1 inputs are quoted prices in active markets for identical assets, Level 2 inputs are quoted prices for similar assets in active markets (significant other observable inputs), and Level 3 inputs are significant unobservable inputs.

Deposits and securities classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Investments classified in Level 2 of the fair value hierarchy are valued using a matrix pricing technique. Matrix pricing is used to value securities based on the securities' relationship to benchmark quoted prices.

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

Fair Value Measurements (Continued)

The District had the following recurring fair value measurements as of June 30, 2025:

	Fair Value	Quoted Prices Level 1	Observable Inputs Level 2	Unobservable Inputs Level 3
Investment Type (Subject to Hierarchy):				
Medium Term Notes	$ 2,009,103	$ -	$ 2,009,103	$ -
Local Agency Bonds	989,340	-	989,340	-
United States Treasury Issues	95,604	-	95,604	-
Federal Agency Issues	1,733,520	-	1,733,520	-
Negotiable Certificates of Deposit	772,547	-	772,547	-
Total Subject to Hierarchy	5,600,114	$ -	$ 5,600,114	$ -
Uncategorized (Not Subject to Hierarchy):				
Local Agency Investment Fund (LAIF)	31,984,810			
PARS Pension Trust Fund	4,049,466			
Total Investment Portfolio	$ 41,634,390			

NOTE 4 CAPITAL ASSETS

Capital assets activity for the year ended June 30, 2025, is as follows:

	Balance at July 1, 2024	Additions	Deletions/ Transfers	Balance at June 30, 2025
Capital Assets, Not Depreciated:				
Land	$ 2,010,329	$ -	$ -	$ 2,010,329
Construction in Progress	-	395,674	-	395,674
Total Capital Assets, Not Depreciated	2,010,329	395,674	-	2,406,003
Capital Assets, Being Depreciated:				
Structures and Improvements	4,548,177	-	-	4,548,177
Equipment and Furniture	1,547,676	368,978	-	1,916,654
Vehicles	2,729,472	-	-	2,729,472
Total Capital Assets, Being Depreciated	8,825,325	368,978	-	9,194,303
Less Accumulated Depreciation for:				
Structures and Improvements	(3,205,207)	(116,706)	-	(3,321,913)
Equipment and Furniture	(960,914)	(116,465)	-	(1,077,379)
Vehicles	(1,801,693)	(148,174)	-	(1,949,867)
Total Accumulated Depreciation	(5,967,814)	(381,345)	-	(6,349,159)
Total Capital Assets, Being Depreciated, Net	2,857,511	(12,367)	-	2,845,144
SBITA Assets Being Amortized:				
SBITA Assets	59,638	97,864	(59,638)	97,864
Accumulated Amortization	(55,020)	(38,208)	59,638	(33,590)
Total SBITA Assets, Being Amortized, Net	4,618	59,656	-	64,274
Governmental Activity Capital Assets, Net	$ 4,872,458	$ 442,963	$ -	$ 5,315,421

NOTE 4 CAPITAL ASSETS (CONTINUED)

Depreciation and amortization expense was charged to functions/programs of the primary government as follows:

Governmental Activities:	
Health and Sanitation	$ 419,553

NOTE 5 LONG-TERM LIABILITIES

The change in the District's compensated absences liability and SBITAs payable during the year ended June 30, 2025 consisted of the following:

	Balance at July 1, 2024, Restated (1)	Additions	Deletions	Balance at June 30, 2025	Due Within One Year
Compensated Absences	$ 1,037,116	$ 692,537	$ (527,792)	$ 1,201,861	$ 396,614
SBITAs Payable	4,618	97,864	(38,208)	64,274	31,662
Total	$ 1,041,734	$ 790,401	$ (566,000)	$ 1,266,135	$ 428,276

(1) The beginning balance was restated due to the implementation of GASB Statement No. 101, *Compensated Absences,* see Notes 1G and 12.

The District has the following subscription-based information technology arrangements (SBITAs) under long-term noncancelable agreements. These contracts continue through 2027 and do not provide for renewal options. The interest rate is 3% and there are no variable payments. The future minimum payments under the SBITAs are as follows:

Fiscal Year Ended June 30,	Principal	Interest	Total
2026	$ 31,662	$ 1,928	$ 33,590
2027	32,612	978	33,590
Total	$ 64,274	$ 2,906	$ 67,180

Right-to-use assets acquired through SBITAs, net of accumulated amortization are reported in Note 4, Capital Assets.

NOTE 6 DEFERRED COMPENSATION PLAN

The District offers its employees a defined contribution deferred compensation plan in accordance with Internal Revenue Code Section 457 whereby employees authorize the District to withhold funds from their wages to be invested in individual savings accounts and other investments. Each participant directs the investments of their respective accounts and no contributions are required to be made by the District. Funds may be withdrawn by participants at termination of employment or retirement. Pursuant to Section 457, the District established trusts in which all assets are held by ICMA Retirement Corporation and Nationwide Retirement Solutions. These assets are held for the exclusive benefit of the plan participants and their beneficiaries and are not available to the creditors of the District. For this reason, the assets and related liabilities of the plan are not included in the financial records of the District and are not included in the accompanying financial statements. For the year ended June 30, 2025, employee contributions to the plan totaled $877,449.

NOTE 7 SELF-INSURANCE PROGRAM

The District is a member of the Vector Control Joint Powers Agency (Agency).

Description of Joint Powers Agency

The Agency is comprised of California member districts and is organized under a Joint Powers Agreement pursuant to the California Government Code. The purpose of the Agency is to arrange and administer programs of insurance for the pooling of specific self-insurance limits and purchase excess insurance coverage above those limits. Each member District is represented on the board of directors. Officers of the Agency are elected annually by the board members.

Self-insurance Programs of the Agency

General Liability and Workers' Compensation

Periodic deposits/expenditures are paid by member districts and are adjusted retrospectively to cover actual costs. Each member district has a specific retention level. The District has a self-insured retention level of $25,000 for general liability, automobile liability, and errors of omissions, and $50,000 for workers' compensation and pays 100% of all losses incurred under those amounts. The District does not share or pay for losses of other districts under their retention level. Losses of $50,000 to $500,000 are pooled among all participating districts for workers' compensation and losses in excess of $25,000 to $1,000,000 for general liability. These limits are covered by excess insurance purchased by the Agency to a limit of $29,500,000 for general liability and statutory coverage plus $5,000,000 for workers' compensation subject to $500,000 self-insured retention level. There were no instances in the past three years where a settlement exceeded the District's coverage, and no significant reductions in the insurance have occurred.

NOTE 8 RETIREMENT PLANS

A. CalPERS Defined Benefit Pension Plans

1. General Information about the Pension Plans

Plan Descriptions

All qualified permanent and probationary employees are eligible to participate in the District's 2.0% at 55 (Tier I), 2.0% at 60 (Tier II), and 2.0% at 62 (Tier III PEPRA) Miscellaneous Employee Pension Plans (Plans), cost-sharing multiple employer defined benefit pension plans administered by the California Public Employees' Retirement System (CalPERS). Benefit provisions under the Plans are established by State statute and District resolution. CalPERS issues publicly available reports that include a full description of the pension plans regarding benefit provisions, assumptions and membership information that can be found on the CalPERS website.

NOTE 8 RETIREMENT PLANS (CONTINUED)

A. CalPERS Defined Benefit Pension Plans (Continued)

1. General Information about the Pension Plans (Continued)

Benefits Provided

CalPERS provides service retirement and disability benefits, annual cost of living adjustments and death benefits to plan members, who must be public employees and beneficiaries. Benefits are based on years of credited service, equal to one year of full-time employment. Members with five years of total service are eligible to retire at age 50 to 62 with statutorily reduced benefits. All members are eligible for nonindustrial disability benefits after five (5) years of service. The death benefit is one of the following: the Basic Death Benefit, the 1957 Survivor Benefit, or the Optional Settlement 2W Death Benefit. The cost of living adjustments for each plan are applied as specified by the Public Employees' Retirement Law.

The Plans' provisions and benefits in effect for the year ended June 30, 2025, are summarized as follows:

	Miscellaneous		
	Tier I	Tier II	Tier III - PEPRA
	Prior to	On or After	On or After
Hire Date	July 13, 2012	July 13, 2012	January 1, 2013
Benefit Formula	2%@55	2%@60	2%@62
Benefit Vesting Schedule	5 Years of Service	5 Years of Service	5 Years of Service
Benefit Payments	Monthly for Life	Monthly for Life	Monthly for Life
Retirement Age	50 - 63	50 - 63	52 - 67
Monthly Benefits, as a Percent of Eligible Compensation	1.426% to 2.418%	1.092% to 2.418%	1.0% to 2.5%
Required Employee Contribution Rates	7%	7%	7.75%
Required Employer Contribution Rates:			
Normal Cost Rate	12.520%	10.150%	7.870%
Payment of Unfunded Liability	$ 273,000	$ 2,542	$ 14,259

Contributions

Section 20814(c) of the California Public Employees' Retirement Law requires that the employer contribution rates for all public employers are determined on an annual basis by the actuary and shall be effective on the July 1 following notice of a change in the rate. The total plan contributions are determined through CalPERS' annual actuarial valuation process. The actuarially determined rate is the estimated amount necessary to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The District is required to contribute the difference between the actuarially determined rate and the contribution rate of employees. District contribution rates may change if plan contracts are amended. Payments made by the employer to satisfy contribution requirements that are identified by the pension plan terms as plan member contributions requirements are classified as plan member contributions.

NOTE 8 RETIREMENT PLANS (CONTINUED)

A. CalPERS Defined Benefit Pension Plans (Continued)

1. General Information about the Pension Plans (Continued)

Contributions (Continued)

For the fiscal year ended June 30, 2025, the District contributed the contractually required amount of $995,560.

Additional Funding of the Pension Plan - PARS Pension Trust

In April 2019, the District approved the creation of a CalPERS defined benefit pension plan trust with PARS (Pension Trust). The PARS trust is legally restricted to providing benefits for members of the defined benefit pension plan. However, in accordance with GASB 68, the asset balance is not included in the calculation of the net pension liability. The PARS Trust issues a publicly available financial report for the fiduciary net position that is available upon request.

The District made no contributions to the PARS Pension Trust in the fiscal year ended June 30, 2025. Investment income of $419,686 and administrative expenses of $20,969 resulted in an asset balance of $4,049,466 as of June 30, 2025, which is shown as a restricted asset on both the Statement of Net Position and the Balance Sheet – Governmental Funds.

2. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2025, the District reported a net pension liability for its proportionate share of the net pension liability as follows:

	Proportionate Share of Net Pension Liability
Miscellaneous	$ 4,300,711

The District's net pension liability for each Plan is measured as the proportionate share of the net pension liability, which is based on a projection of the District's long-term share of contributions to the pension plans relative to the projected contributions of all participating employers, actuarially determined. The net pension liability of each of the Plans is measured as of June 30, 2024.

NOTE 8 RETIREMENT PLANS (CONTINUED)

A. CalPERS Defined Benefit Pension Plans (Continued)

2. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

The District's proportionate share of the net pension liability for all Plans as of the measurement dates ended June 30, 2024 and 2023 was as follows:

	Miscellaneous
Proportion - June 30, 2023	0.08565%
Proportion - June 30, 2024	0.08892%
Change - Increase (Decrease)	0.00327%

For the year ended June 30, 2025, the District recognized pension expense of $1,457,564. At June 30, 2025, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Pension Contributions Subsequent to Measurement Date	$ 995,560	$ -
Differences Between Actual and Expected Experience	371,836	(14,509)
Changes in Assumptions	110,537	-
Changes in Employer's Proportion and Differences Between the Employer's Contributions and the Employer's Proportionate Share of Contributions	449,519	-
Net Differences Between Projected and Actual Earnings on Plan Investments	247,588	-
Total	$ 2,175,040	$ (14,509)

$995,560 reported as deferred outflows of resources related to contributions subsequent to the measurement date will be recognized as a reduction of the net pension liability in the year ending June 30, 2026. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ending June 30,	Amount
2026	$ 514,764
2027	673,669
2028	61,383
2029	(84,845)
2030	-
Thereafter	-

NOTE 8 RETIREMENT PLANS (CONTINUED)

A. CalPERS Defined Benefit Pension Plans (Continued)

2. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

Actuarial Assumptions

The total pension liability for the June 30, 2024 measurement period was determined by an actuarial valuation as of June 30, 2023, with standard update procedures used to roll forward the total pension liability to June 30, 2024. The total pension liability was based on the following assumptions:

	Miscellaneous
Valuation Date	June 30, 2023
Measurement Date	June 30, 2024
Actuarial Cost Method	Entry-Age Normal Cost Method
Actuarial Assumptions:	
Discount Rate	6.90%
Inflation	2.30%
Salary Increases	(1)
Mortality Rate Table	(2)
Postretirement Benefit Increase	(3)

(1) Varies by entry age and service.
(2) The mortality table used was developed based on CalPERS-specific data. The probabilities of mortality are based on the 2021 CalPERS Experience Study for the period from 2001 to 2019. Pre-retirement and Post-retirement mortality rates include generational mortality improvement using 80% of Scale MP-2020 published by the Society of Actuaries. For more details on this table, please refer to the CalPERS Experience Study and Review of Actuarial Assumptions report from November 2021 that can be found on the CalPERS website.
(3) The lesser of contract COLA or 2.30% until Purchasing Power Protection Allowance Floor on purchasing power applies, 2.30% thereafter.

Long-Term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined using a building-block method in which expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class.

NOTE 8 RETIREMENT PLANS (CONTINUED)

A. CalPERS Defined Benefit Pension Plans (Continued)

2. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

Long-Term Expected Rate of Return (Continued)

In determining the long-term expected rate of return, CalPERS took into account both short- term and long-term market return expectations. Using historical returns all of the funds' asset classes, expected compound (geometric) returns were calculated over the next 20 years using a building-block approach. The expected rate of return was then adjusted to account for assumed administrative expenses of 10 Basis points. The expected real rates of return by asset class are as follows:

Asset Class	Assumed Asset Allocation	Real Return (a) (b)
Global Equity - Cap-weighted	30.00 %	4.54 %
Global Equity - Non-Cap-weighted	12.00	3.84
Private Equity	13.00	7.28
Treasury	5.00	0.27
Mortgage-backed Securities	5.00	0.50
Investment Grade Corporates	10.00	1.56
High Yield	5.00	2.27
Emerging Market Debt	5.00	2.48
Private Debt	5.00	3.57
Real Assets	15.00	3.21
Leverage	(5.00)	(0.59)
Total	100.00 %	

(a) An expected inflation of 2.3% used for this period.
(b) Figures are based on the 2021 Asset Liability Management study.

Change in Assumptions

There were no changes in assumptions from the measurement date June 30, 2023 to June 30, 2024.

Discount Rate

The discount rate used to measure the total pension liability was 6.90%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current member contribution rates and that contributions from employers will be made at statutorily required rates, actuarially determined. Based on those assumptions, the Plan's fiduciary net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

NOTE 8 RETIREMENT PLANS (CONTINUED)

A. CalPERS Defined Benefit Pension Plans (Continued)

2. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

Sensitivity of the Proportionate Share of the Net Pension Liability to Changes in the Discount Rate

The following presents the District's proportionate share of the net pension liability for each Plan, calculated using the discount rate for the Plan, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	1% Decrease (5.90%)	Discount Rate (6.90%)	1% Increase (7.90%)
Net Pension Liability	$ 7,903,290	$ 4,300,711	$ 1,335,258

Pension Plan Fiduciary Net Position

Detailed information about each pension plan's fiduciary net position is available in the separately issued CalPERS financial reports.

3. Payable to the Pension Plan

At June 30, 2025, the District had no outstanding amount of contributions due to the pension plan required for the year ended June 30, 2025 for the CalPERS plans.

B. Withdrawn OCERS Defined Benefit Pension Plan

1. General Information about the Pension Plans

Plan Description

The District participated in the Orange County Employees' Retirement System (OCERS), a cost-sharing multiple employer, defined benefit pension plan, for all employees prior to January 5, 2007. The participating entities in OCERS share proportionally in all risks and costs, including benefit costs. The District's withdrawal as of January 4, 2007, precludes the District from sharing risks and costs with other participating entities. Only the District will be held responsible for costs of its plan and a separate calculation is prepared by OCERS for the District specifically for this plan.

OCERS was established in 1945, under the provisions of the County Employees Retirement Law of 1937, and provides members with retirement, death, disability, and cost-of-living benefits. Members employed prior to September 21, 1979, are designated as Tier I members. For Tier II members employed after September 20, 1979, the County Board of Supervisors adopted certain sections of the Government code which established formulas producing reduced allowances.

NOTE 8 RETIREMENT PLANS (CONTINUED)

B. Withdrawn OCERS Defined Benefit Pension Plan (Continued)

1. General Information about the Pension Plans (Continued)

Plan Description (Continued)

OCERS issues a publicly available financial report that includes financial statements and required supplementary information for the cost-sharing plans that are administered by OCERS. The report can be obtained from the OCERS website at www.ocers.org.

Benefits Provided

OCERS provides service retirement, disability, death, and survivor benefits to eligible employees. Members are eligible to retire once they attain the age of 50 and have acquired 10 or more years of retirement service credit. A member with 30 years of service is eligible to retire regardless of age. The retirement benefit the member will receive is based upon age at retirement, final average compensation, years of retirement service credit and retirement plan and tier.

General member benefits are calculated pursuant to the provisions of Sections 31676.01, 31676.1, 31676.12, 31676.16, 31676.18 or 31676.19. For Section 31676.01, the monthly allowance is equal to 1/90th of final compensation times years of accrued retirement service credit times age factor from that Section. For Section 31676.1, the monthly allowance is equal to 1/60th of final compensation times years of accrued retirement service credit times age factor from that Section. For Sections 31676.12, 31676.16, 31676.18 or 31676.19, the monthly allowance is equal to 1/50th of final compensation times years of accrued retirement service credit times age factor from the corresponding Section. The maximum monthly retirement allowance is 100% of final compensation. Final average compensation consists of the highest 12 consecutive months for a General Tier 1 member and the highest 36 consecutive months for a General Tier 2 member.

The member may elect an unmodified retirement allowance or choose an optional retirement allowance. The unmodified retirement allowance provides the highest monthly benefit and a 60% continuance to an eligible surviving spouse or domestic partner. An eligible surviving spouse or domestic partner is one married to or registered with the member one year prior to the effective retirement date. Certain surviving spouses or domestic partners may also be eligible if marriage or domestic partnership was at least two years prior to the date of death and the surviving spouse or domestic partner has attained age 55. There are four optional retirement allowances the member may choose. Each of the optional retirement allowances requires a reduction in the unmodified retirement allowance in order to allow the member the ability to provide certain benefits to a surviving spouse, domestic partner, or named beneficiary having an insurable interest in the life of the member.

NOTE 8 RETIREMENT PLANS (CONTINUED)

B. Withdrawn OCERS Defined Benefit Pension Plan (Continued)

1. General Information about the Pension Plans (Continued)

Funding Policy and Contributions

The District was a contracting employer with the Orange County Employees Retirement System (OCERS) before it withdrew from OCERS and contracted with CalPERS to provide retirement benefits for its members with respect to service after January 4, 2007. Effective from the date of withdrawal, OCERS is only responsible for providing benefits to employees or retirees of Orange County Mosquito and Vector Control District who were members of OCERS before January 5, 2007.

Per the termination and continuing contribution agreement entered into on June 1, 2008 with OCERS and Orange County Mosquito and Vector Control District, commencing as of December 31, 2010 and at least every three years thereafter OCERS will hire an actuary to recalculate the District's Unfunded Actuarial Accrued Liability (UAAL) obligation, based on accumulated assets and liabilities attributable to the District. All District members with OCERS will be considered a "closed group" for purposes of recalculating the UAAL. Based on the recalculation, in the event that there is any new UAAL obligation required of the District, it will be satisfied within three years following the effective date of each recalculation, including any accrued interest. In the event there is a surplus or negative UAAL, the surplus will remain in the retirement system as a credit against any future UAAL, unless the surplus exceeds 115%, which then it may be transferred to CalPERS.

The District did not make any contributions during the fiscal year to OCERS. Also, the District did not have an amount due to OCERS based on the most recent funding actuarial valuation dated December 31, 2023 (valuation only required every three years).

2. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions

As of June 30, 2025, the District reported a net pension liability (asset) for its calculated share as follows:

Net Pension Liability (Asset)	$ (1,280,860)

The net pension asset was measured as of December 31, 2024, and the total pension liability used to calculate the net pension asset was determined by an actuarial valuation as of December 31, 2023 rolled forward to December 31, 2024, using standard update procedures. Due to the Plan's withdrawn status, the District's total pension liability for the Plan is measured separately by OCERS. In addition, the District's fiduciary net position is estimated by adjusting the Valuation Value of Assets (VVA) for each membership class by the ratio of the total OCERS Plan's fiduciary net position to total OCERS VVA.

NOTE 8 RETIREMENT PLANS (CONTINUED)

B. Withdrawn OCERS Defined Benefit Pension Plan (Continued)

2. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

Although, due to the plan's withdrawn status, the Districts amounts are calculated separately for this cost-sharing plan, the proportionate share of the net pension liability (asset) as a whole is available and was as follows for the measurement dates ended December 31, 2024 and 2023:

Proportion - December 31, 2023	0.01500%
Proportion - December 31, 2024	-0.03200%
Change - Increase (Decrease)	-0.04700%

For the year ended June 30, 2025, the District recognized pension income of $57,733. At June 30, 2025, the District reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Actual and Expected Experience	$ 1,462,183	$ (1,170,390)
Changes in Assumptions	137,150	-
Net Differences Between Projected and Actual Earnings on Plan Investments	18,841	-
Total	$ 1,618,174	$ (1,170,390)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized as pension expense as follows:

Year Ending June 30,	Amount
2026	$ 225,916
2027	800,520
2028	(239,959)
2029	(274,511)
2030	(64,182)
Thereafter	-

NOTE 8 RETIREMENT PLANS (CONTINUED)

B. Withdrawn OCERS Defined Benefit Pension Plan (Continued)

2. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

Actuarial Assumptions

The total pension liability was based on the following assumptions:

Valuation Date	December 31, 2023	
Measurement Date	December 31, 2024	
Actuarial Cost Method	Entry-Age Normal Cost Method	
Actuarial Assumptions:		
Investment Rate of Return	7.00%	(1)
Discount Rate	7.00%	
Inflation	2.50%	
Cost of Living Adjustment	2.75%	
Projected Salary Increase	3.90% - 10.25%	(2)
Actuarial Experience Study	Three year period ended December 31, 2022	

(1) Net of pension plan investment expense, including inflation.
(2) Varies by service, including inflation.

It should be noted that the District has previously withdrawn from OCERS, and the liabilities for the District have been determined using frozen service previously accrued while at OCERS but with projected salaries at retirement for current active employees.

Long-Term Expected Rate of Return

The long-term expected rate of return on pension plan investments was determined in 2024 using a building-block method in which expected future real rates of return (expected returns, net of inflation) are developed for each major asset class. These returns are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage, adding expected inflation and subtracting expected investment expenses and a risk margin. The target allocation and projected arithmetic real rates of return for each major asset class, after deducting inflation, but before investment expenses are shown in the following table. This information was used in the derivation of the long-term expected investment rate of return assumption for the December 31, 2024 actuarial valuation.

NOTE 8 RETIREMENT PLANS (CONTINUED)

B. Withdrawn OCERS Defined Benefit Pension Plan (Continued)

2. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

Long-Term Expected Rate of Return (Continued)

This information will change every three years based on the actuarial experience study.

Asset Class	Target Allocation	Long-Term Expected Arithmetic Real Rate of Return
Global Equity	45.00 %	7.05 %
Investment Grade Bonds	9.00	1.97
High Yield Bond	0.50	4.63
TIPS	2.00	1.77
Emerging Market Debt	0.50	4.72
Long-Term Government Bonds	3.30	2.82
Real Estate	3.00	3.86
Private Equity	15.00	9.84
Private Credit	3.50	6.47
Value Added Real Estate	3.00	7.38
Opportunistic Real Estate	1.00	9.74
Energy	2.00	10.89
Infrastructure (Core Private)	1.00	5.98
Infrastructure (Non-Core Private)	3.00	8.88
Global Macro	1.70	3.17
CTA (Trend Following)	3.30	3.15
Alternative Risk Premia	1.70	3.24
Special Situations Lending	1.50	8.96
Total	100.00 %	

Note that the investment return assumption for funding purposes is developed net of both investment and administrative expenses; however, the same investment return assumption is used for financial reporting purposes, where it is considered gross of administrative expenses.

Discount Rate

The discount rate used to measure the total pension liability was 7.00% as of December 31, 2024. The projection of cash flows used to determine the discount rate assumed plan member contributions will be made at the current contribution rate and that employer contributions will be made at rates equal to the actuarially determined contribution rates. For this purpose, only employer contributions that are intended to fund benefits for current plan members and their beneficiaries are included.

NOTE 8 RETIREMENT PLANS (CONTINUED)

B. Withdrawn OCERS Defined Benefit Pension Plan (Continued)

2. Pension Liabilities, Pension Expenses and Deferred Outflows/Inflows of Resources Related to Pensions (Continued)

Discount Rate (Continued)

Projected employer contributions that are intended to fund the service costs for future plan members and their beneficiaries, as well as projected contributions from future plan members, are not included. Based on those assumptions, the Plan's Fiduciary Net Position was projected to be available to make all projected future benefit payments for current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability as of December 31, 2024.

Sensitivity of the Proportionate Share of the Net Pension Asset to Changes in the Discount Rate

The following presents the District's proportionate share of the net pension asset for the Plan, calculated using the discount rate for the Plan, as well as what the District's proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current rate:

	1% Decrease (6%)	Discount Rate (7%)	1% Increase (8%)
Net Pension Liability (Asset)	$ 2,484,515	$ (1,280,860)	$ (4,360,122)

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued OCERS financial reports. The report can be obtained from the OCERS website at www.ocers.org.

C. Pension Expense

Pension expense (income) for the CalPERS and OCERS pension plans was $1,457,564. and $(57,733), respectively, which results in a collective pension expense of $1,399,831 for the fiscal year ended June 30, 2025.

D. PARS Defined Contribution Benefit Plan

Effective December 22, 2006, the Orange County Mosquito and Vector Control District adopted the PARS 457 FICA Alternative Retirement Plan for part-time, seasonal, and temporary employees.

The PARS plan is solely funded by the contributions from the employees. The contribution rate is 7.50% of gross earnings for employees. Pursuant to federal legislation, the Section 457 plan assets were placed in trust for the exclusive benefit of all employees and their beneficiaries and are not available to the creditors of the District.

NOTE 8 RETIREMENT PLANS (CONTINUED)

D. PARS Defined Contribution Benefit Plan (Continued)

For this reason, the assets and related liabilities of the plan are not included in the financial records of the District and are not included in the accompanying financial statements. For the year ended June 30, 2025, contributions to the plan totaled $75,334.

NOTE 9 OTHER POSTEMPLOYMENT BENEFITS (OPEB) PLAN

A. Plan Description

The District has an agent multiple-employer defined benefit other postemployment benefit plan that provides postemployment benefits, including medical insurance, to eligible employees and their dependents at retirement through the California Public Employees Medical and Hospital Care Act (PEMHCA) as provided under the District's memorandum of understanding with its employees. The plan provides comprehensive health insurance through a variety of Health Maintenance Organization (HMO) and Preferred Provider Organization (PPO) options.

District members become eligible to retire and receive District-paid healthcare benefits upon attainment of age 50 and five years of covered PERS service. Retired members over the age of 65 may join one of the Supplemental (Medicare-coordinated) options under PEMHCA or may have Medicare premiums reimbursed. Benefits are paid for the lifetime of the retiree. The District's basic contribution on behalf of retirees is determined under the "Unequal Contribution Method" as described in Government Code Section 22892(c), as applied to the statutory minimum contribution for active employees of $157/month (2024) and $158/month (2025). The contribution on behalf of retirees is 90% of $157 ($141) for 2024 and 95% of $158 ($150) for 2025. The percentage increases each year by 5% until it reaches 100% of the statutory minimum contribution for years 2026 and later.

In addition to the generally applicable rules described above, there are two grandfathering provisions which apply as follows:

(1) Employees hired prior to July 1, 2009 have an additional allowance of $234 added to their statutory minimum as described above. The $234 represents the medical allowance as of the date the new CalPERS resolution was adopted and is frozen for all future years. One retiree receives an additional $200/month.

(2) There are several grandfathered retirees who transferred from the Orange County Employees' Retirement System (OCERS) Health Plan to PEMHCA in April 2006, which is administered by CalPERS. These grandfathered retirees are eligible to receive a monthly grant equal to the greater of their 2006 monthly grant (calculated as $400 per month, reduced for service less than 25 years), or the current District contribution as determined under the rules described in paragraph (1) above.

NOTE 9 OTHER POSTEMPLOYMENT BENEFITS (OPEB) PLAN (CONTINUED)

A. Plan Description (Continued)

Employees hired on or after July 1, 2009, receive a supplemental benefit based on longevity with the District:

Continuous Full-Time Service	Monthly Stipend
10 to 15 Years	$ 100
15 to 20 Years	150
20 or More Years	200

Retirees not in PEMHCA receive reimbursement equivalent to the lesser of the grandfathered provisions and their premium. There are several retirees receiving reimbursements for non-PEMHCA Medicare premiums less than the caps. The District also pays the PEMHCA percent-of-premium administrative fee.

Employees Covered

As of the measurement date June 30, 2025, the following current and former employees were covered by the benefit terms under the plan:

Inactive Employees or Beneficiaries Currently Receiving Benefits	43
Active Employees	67
Total	110

Contributions

Benefit provisions and contribution requirements are established and may be amended by the District's Board and/or the employee associations through agreements and memorandums of understanding between the District and its employees. Currently, contributions are not required from plan members. Administrative costs of the OPEB plan are financed through investment earnings.

In July 2008, the District elected to join the PARS OPEB Trust as a means to fund the actuarially determined contribution (ADC). The PARS OPEB Trust issues a publicly available financial report for the fiduciary net position that is available upon request. The plan itself does not issue a separate financial report.

The District currently finances benefits based on the actuarially determined contribution. For the fiscal year ended June 30, 2025, the District paid $171,975 for current premiums, $0 to the OPEB trust, and the estimated implied subsidy was $50,870, resulting in total payments of $222,845. The payments for current premiums of $171,975 were not reimbursed by the OPEB trust.

NOTE 9 OTHER POSTEMPLOYMENT BENEFITS (OPEB) PLAN (CONTINUED)

A. Plan Description (Continued)

Accounting for the Plan

The other postemployment benefits trust is prepared using the accrual basis of accounting. Employer contributions to the plan are recognized when due and the employer has made a formal commitment to provide the contributions. Benefits are recognized when due and payable in accordance with the terms of each plan.

B. Total OPEB Liability

Method Used to Value Investments

Investments are reported in the accompanying financial statements at fair value, which represents the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. Securities for which market quotations are not readily available are valued at their fair value as determined by the custodian with the assistance of a valuation service.

Actuarial Assumptions

The District's total OPEB liability was measured as of June 30, 2025 and was determined by an actuarial valuation as of July 1, 2023, rolled forward to June 30, 2025, using standard update procedures. A summary of the principal assumptions and methods used to determine the total OPEB liability is shown below.

Valuation Date	July 1, 2023
Measurement Date	June 30, 2025
Actuarial Cost Method	Entry age normal, level percentage of pay
Asset Valuation Method	Fair value of assets
Actuarial Assumptions:	
Discount Rate	6.25%
Long-Term Expected Rate of Return on Investments	6.25%, net of OPEB plan investment expense
Salary Increases	3.00%
General Inflation	2.50%
Medical Trend	5.25% for 2025-2069, and 5.00% for 2030-2039, 4.75% for 2040-2049, 4.50% for 2050-2069, and 4.00% for 2070 and later years. Medicare is at 4.50% from 2024-2029 and 4.00% from 2030 and later years.
Mortality	Mortality rates were based on the CalPERS Experience Study (2000-2019).
Retirement and Termination	Retirement and termination assumptions used were based on a review of plan experience and a best estimate of future plan experience.

NOTE 9 OTHER POSTEMPLOYMENT BENEFITS (OPEB) PLAN (CONTINUED)

B. Total OPEB Liability (Continued)

Actuarial Assumptions (Continued)

The long-term expected rate of return on OPEB plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of OPEB plan investment expense and inflation) are developed for each major asset class. The calculated investment rate of return was set equal to the expected ten-year compound (geometric) real return plus inflation (rounded to the nearest 25 basis points, where appropriate). The table below provides the long-term expected real rates of return by asset class (based on published capital market assumptions):

Asset Class	Assumed Asset Allocation	Long-Term Expected Geometric Return
PARS OPEB Trust:		
Large Cap U.S. Equity	26.50%	6.46%
Small/Mid Cap U.S. Equity	12.50%	7.07%
Non-U.S. Equity - Developed	6.00%	7.08%
Non-U.S. Equity - Emerging	3.25%	7.70%
U.S. Corp Bonds - Core	43.50%	4.93%
U.S. Corp Bonds - High Yield	1.50%	6.13%
U.S. Treasuries (Cash Equivalents)	5.00%	3.68%
Real Estate	1.75%	6.06%
Total	100.00%	

Discount Rate

The discount rate used to measure the total OPEB liability was 6.25%. The projection of cash flows used to determine the discount rate assumed that the District's contributions will be made at rates equal to the actuarially determined contribution rates. Based on those assumptions, the OPEB plan's fiduciary net position was projected to be available to make all projected OPEB payments for current active and inactive employees and beneficiaries. Therefore, the long-term expected rate of return on OPEB plan investments was applied to all periods of projected benefit payments to determine the total OPEB liability.

NOTE 9 OTHER POSTEMPLOYMENT BENEFITS (OPEB) PLAN (CONTINUED)

C. Changes in the Net OPEB Liability (Asset)

The changes in the net OPEB liability (Asset) are as follows:

	Increase (Decrease)		
	Total OPEB Liability	Plan Fiduciary Net Position	Net OPEB Liability (Asset)
Balance at June 30, 2024 (Measurement Date)	$ 4,019,037	$ 5,096,729	$ (1,077,692)
Changes in the Year:			
Service Cost	140,544	-	140,544
Interest on the Total OPEB Liability	253,115	-	253,115
Contribution - Employer	-	222,845	(222,845)
Net Investment Income	-	584,280	(584,280)
Benefit Payments	(222,845)	(222,845)	-
Administrative Expenses	-	(28,008)	28,008
Net Changes	170,814	556,272	(385,458)
Balance at June 30, 2025 (Measurement Date)	$ 4,189,851	$ 5,653,001	$ (1,463,150)

Subsequent Events

There were no subsequent events that would materially affect the results presented in this disclosure.

Sensitivity of the Net OPEB Liability (Asset) to the Changes in the Discount Rate

The following presents the net OPEB liability (asset) of the District, as well as what the District's net OPEB liability (asset) would be, if it were calculated using a discount rate that is 1-percentage point lower or 1-percentage point higher than the current discount rate:

	1% Decrease (5.25%)	Discount Rate (6.25%)	1% Increase (7.25%)
Net OPEB Liability (Asset)	$ (983,864)	$ (1,463,150)	$ (1,869,375)

NOTE 9 OTHER POSTEMPLOYMENT BENEFITS (OPEB) PLAN (CONTINUED)

C. Changes in the Net OPEB Liability (Asset) (Continued)

Sensitivity of the Net OPEB Liability (Asset) to the Changes in Medical Trend Rates

The following presents the net OPEB liability (asset) of the District, as well as what the District's net OPEB liability (asset) would be, if it were calculated using a medical trend rate that is 1-percentage point lower or 1-percentage point higher than the current medical trend rate:

	1% Decrease (4.5% Decreasing to 3.00% for 2070)	Trend Rate (5.5% Decreasing to 4.00% for 2070)	1% Increase (6.5% Decreasing to 5.00% for 2070)
Net OPEB Liability (Asset)	$ (1,850,478)	$ (1,463,150)	$ (981,746)

D. OPEB Expense and Deferred Outflows/Inflows of Resources Related to OPEB

For the year ended June 30, 2025, the District recognized OPEB expense of $50,623. At June 30, 2025, the District reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences Between Actual and Expected Experience	$ 21,178	$ (332,440)
Changes in Assumptions	33,713	(195,241)
Net Differences Between Projected and Actual Earnings	-	(167,719)
Total	$ 54,891	$ (695,400)

Amounts reported as deferred outflows of resources and deferred inflows of resources related to OPEB will be recognized as OPEB expense as follows:

Year Ending June 30,	Amount
2026	$ 13,910
2027	(151,404)
2028	(173,288)
2029	(137,078)
2030	(83,758)
Thereafter	(108,891)

E. Payable to the OPEB Plan

At June 30, 2025, the District had no outstanding amount of contributions to the OPEB plan required for the year ended June 30, 2025.

NOTE 10 LEASES

The District, acting as lessor, leases a site for a cellular tower under a long-term noncancelable lease agreement. The initial lease term expired September 2020 and has the option to extend for five additional renewal terms of five years each resulting in an expected expiration of September 2045. During the year ended June 30, 2025, the District recognized $12,312 and $22,501 in lease revenue and interest revenue, respectively, pursuant to this contract.

The remainder of the rental income included in the Statement of Revenues, Expenditures, and Changes in Fund Balances for the year ended June 30, 2025 was $159,247 and consists of leases that arise from renting the District's property on Haster Street in Garden Grove, California. These leases are on a month-to-month basis.

NOTE 11 COMMITMENTS AND CONTINGENCIES

State Assisted Programs

The District participates in certain state assisted programs. These programs are subject to program compliance audits by the grantors or their representatives. Any liability for reimbursement that may arise as the result of these audits is not believed to be material.

NOTE 12 RESTATEMENT OF BEGINNING NET POSITION

Change in Accounting Principle

Effective July 1, 2024, the District implemented GASB Statement No. 101, *Compensated Absences*. This statement updated the recognition and measurement guidance for compensated absences and associated salary-related payments and amended certain previously required disclosures. As a result of the implementation of this standard, the compensated absences liability as of July 1, 2024, was understated by $427,613 for governmental activities. The effect of the implementation of this standard is in the table below.

	June 30, 2024, as Previously Reported	Implementation of GASB 101, Compensated Absences	June 30, 2025, as Restated
Governmental Activities	$ 42,193,813	$ (427,613)	$ 41,766,200

REQUIRED SUPPLEMENTARY INFORMATION

ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT
BUDGETARY COMPARISON SCHEDULE BY DEPARTMENT
GENERAL FUND
JUNE 30, 2025

	Budgeted Amounts		Actual	Variance with Final Budget Positive
	Original	Final	Amounts	(Negative)
RESOURCES (INFLOWS)				
Taxes and Assessments	$ 17,804,000	$ 17,804,000	$ 18,910,607	$ 1,106,607
Intergovernmental	20,000	20,000	160,345	140,345
Charges for Services	55,000	55,000	42,061	(12,939)
Investment Income	241,500	241,500	2,002,710	1,761,210
Property-Related Income	175,000	175,000	194,060	19,060
Miscellaneous	27,000	27,000	731	(26,269)
Issuance of Debt Related to Subscriptions	-	-	97,864	97,864
Total Resources (Inflows)	18,322,500	18,322,500	21,408,378	3,085,878
CHARGES TO APPROPRIATIONS (OUTFLOWS)				
Current:				
General Government:				
Trustees	57,000	57,000	33,327	23,673
District Manager	497,955	497,955	513,058	(15,103)
Legal Services	125,000	125,000	46,198	78,802
Nondepartmental	382,000	382,000	331,038	50,962
Administrative Services	995,355	995,355	1,026,698	(31,343)
Insurance	906,600	906,600	773,334	133,266
Facilities Improvements	38,000	38,000	59,551	(21,551)
Health and Sanitation:				
Technical Services	2,585,848	2,585,848	2,570,436	15,412
Field Operations	7,563,147	7,563,147	7,035,515	527,632
Vehicle Maintenance	616,698	616,698	482,141	134,557
Building Maintenance	285,615	285,615	279,355	6,260
Public Information	783,292	783,292	444,726	338,566
Information Technology	928,067	928,067	846,473	81,594
Public Service	203,290	203,290	310,475	(107,185)
Retiree Medical Insurance	220,800	220,800	174,620	46,180
Retiree Medical Trust Contribution	100,000	100,000	-	100,000
Retirement Trust Fees & Contributions	300,000	300,000	20,969	279,031
Capital Outlay	1,175,100	1,175,100	877,623	297,477
Debt Service:				
SBITA Principal	38,208	38,208	38,208	-
SBITA Interest	185	185	185	-
Total Charges to Appropriations (Outflows)	17,802,160	17,802,160	15,863,930	1,938,230
EXCESS OF RESOURCES OVER CHARGES TO APPROPRIATIONS	520,340	520,340	5,544,448	5,024,108
FUND BALANCE				
Beginning of Year	37,255,666	37,255,666	37,255,666	-
End of Year	$ 37,776,006	$ 37,776,006	$ 42,800,114	$ 5,024,108

See accompanying Notes to Required Supplementary Information

BUDGETARY INFORMATION

The District adopts an itemized budget statement of anticipated revenues, estimated operating expenditures and reserve requirements and files it with the County Auditor's office annually. The sources of financing operating costs and reserve requirements are: (1) available balance carried forward from the preceding year, (2) property taxes and assessments, (3) interest, and (4) other miscellaneous items. The legal level of control is by department.

ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT
SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY – CALPERS
LAST TEN FISCAL YEARS

Fiscal Year Ended	June 30, 2025	June 30, 2024	June 30, 2023	June 30, 2022	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016
Measurement Date	June 30, 2024	June 30, 2023	June 30, 2022	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016	June 30, 2015
Plans' Proportion of the Net Pension Liability	0.08892%	0.08565%	0.07685%	0.02646%	0.06281%	0.05579%	0.04989%	0.04942%	0.04379%	0.03873%
Plans' Proportionate Share of the Net Pension Liability	$ 4,300,711	$ 4,282,761	$ 3,595,763	$ 502,480	$ 2,649,531	$ 2,233,924	$ 1,880,117	$ 1,948,055	$ 1,521,330	$ 1,062,408
Plans' Covered Payroll	$ 6,866,331	$ 6,691,201	$ 6,569,908	$ 6,759,803	$ 6,652,998	$ 6,375,440	$ 5,930,211	$ 5,003,137	$ 4,993,576	$ 4,479,991
Plans' Proportionate Share of the Net Pension Liability as a Percentage of its Covered Payroll	62.63%	64.01%	54.73%	7.43%	39.82%	35.04%	31.70%	38.94%	30.47%	23.71%
Plans' Proportionate Share of the Fiduciary Net Position as a Percentage of the Plan's Total Pension Liability	0.09%	0.09%	0.09%	0.10%	0.08%	0.07%	0.06%	0.06%	0.05%	0.05%

NOTES TO SCHEDULE

Benefit Changes:

There were no changes in benefits.

Changes in Assumptions:

From fiscal year June 30, 2016 to June 30, 2017:

There were no changes in assumptions.

From fiscal year June 30, 2017 to June 30, 2018:

The discount rate was reduced from 7.65% to 7.15%.

From fiscal year June 30, 2018 to June 30, 2019:

Inflation was reduced from 2.75% to 2.50%.

From fiscal year June 30, 2019 to June 30, 2022:

There were no significant changes in assumptions.

From fiscal year June 30, 2022 to June 30, 2023:

The discount rate and long-term rate of return decreased from 7.15% to 6.90% and the inflation rate decreased from 2.50% to 2.30%.

From fiscal year June 30, 2023 to June 30, 2025:

There were no changes in assumptions.

ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT
SCHEDULE OF CONTRIBUTIONS – PENSION – CALPERS
LAST TEN FISCAL YEARS

Fiscal Year-End	June 30, 2025	June 30, 2024	June 30, 2023	June 30, 2022	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016
Contractually Required Contribution (Actuarially Determined)	$ 995,560	$ 878,443	$ 842,923	$ 798,166	$ 781,931	$ 703,004	$ 613,415	$ 532,683	$ 451,950	$ 431,624
Contributions in Relation to the Actuarially Determined Contributions	(995,560)	(878,443)	(842,923)	(798,166)	(781,931)	(703,004)	(613,415)	(532,683)	(451,950)	(431,624)
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Covered Payroll	$ 7,230,592	$ 6,866,331	$ 6,691,201	$ 6,569,908	$ 6,759,803	$ 6,652,998	$ 6,375,440	$ 5,930,211	$ 5,003,137	$ 4,993,576
Contributions as a Percentage of Covered Payroll	13.77%	12.79%	12.60%	12.15%	11.57%	10.57%	9.62%	8.98%	9.03%	8.64%
NOTES TO SCHEDULE										
Valuation Date	6/30/2022	6/30/2021	6/30/2020	6/30/2019	6/30/2018	6/30/2017	6/30/2016	6/30/2015	6/30/2014	6/30/2013
Methods and Assumptions Used to Determine Contribution Rates:										
Actuarial Cost Method	Entry age	Entry age	Entry age	Entry age	Entry age	Entry age	Entry age	Entry age	Entry age	Entry age
Amortization Method	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)	(1)
Asset Valuation Method	Market Value	Market Value	Market Value	Market Value	Market Value	Market Value	Market Value	Market Value	Market Value	Market Value
Inflation	2.300%	2.300%	2.300%	2.500%	2.500%	2.625%	2.625%	2.75%	2.75%	2.75%
Salary Increases	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)	(2)
Investment Rate of Return	6.90% (3)	6.90% (3)	6.90% (3)	7.00% (3)	7.00% (3)	7.25% (3)	7.25% (3)	7.375% (3)	7.50% (3)	7.50% (3)
Retirement Age	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)	(4)
Mortality	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)	(5)

(1) Level percentage of payroll, closed
(2) Depending on age, service, and type of employment
(3) Net of pension plan investment expense, including inflation
(4) 50 years (2%@55 and 2%@60), 52 years (2%@62)**
(5) Mortality assumptions are based on mortality rates resulting from the most recent CalPERS Experience Study adopted by the CalPERS Board.

ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT
SCHEDULE OF PROPORTIONATE SHARE OF THE NET PENSION LIABILITY – OCERS
LAST TEN FISCAL YEARS

Fiscal Year Ended	June 30, 2025	June 30, 2024	June 30, 2023	June 30, 2022	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016
Measurement Date	December 31, 2023	December 31, 2023	December 31, 2022	December 31, 2021	December 31, 2020	December 31, 2019	December 31, 2018	December 31, 2017	December 31, 2016	December 31, 2015
Plans' Proportion of the Net Pension Liability	-0.032%	0.015%	0.001%	-0.268%	-0.040%	-0.012%	0.040%	0.024%	0.032%	0.034%
Plans' Proportionate Share of the Net Pension Liability (Asset)	$ (1,280,860)	$ 752,245	$ 47,967	$ (5,501,623)	$ (1,681,965)	$ (625,500)	$ 2,492,695	$ 1,166,920	$ 1,669,793	$ 1,941,891
Plans' Covered Payroll	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Plans' Proportionate Share of the Net Pension Liability as a Percentage of its Covered Payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Plans' Proportionate Share of the Fiduciary Net Position as a Percentage of the Plan's Total Pension Liability	104.63%	97.39%	99.82%	120.52%	106.03%	102.29%	90.92%	95.89%	93.78%	92.66%

ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT
SCHEDULE OF CONTRIBUTIONS – OCERS
LAST TEN FISCAL YEARS

Fiscal Year-End	June 30, 2025	June 30, 2024	June 30, 2023	June 30, 2022	June 30, 2021	June 30, 2020	June 30, 2019	June 30, 2018	June 30, 2017	June 30, 2016
Contractually Required Contribution (Actuarially Determined)	$ -	$ -	$ -	$ -	$ -	$ -	$ 877,769	$ -	$ -	$ 314,474
Contributions in Relation to the Actuarially Determined Contributions	-	-	-	-	-	-	(877,769)	(4,298)	-	(314,474)
Contribution Deficiency (Excess)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (4,298)	$ -	$ -
Covered Payroll	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contributions as a Percentage of Covered Payroll	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
NOTES TO SCHEDULE										
Valuation Date	12/31/2023	(5)	(5)	12/31/2020	(5)	(5)	12/31/2017	(5)	(5)	12/31/2014
Methods and Assumptions Used to Determine Contribution Rates:										
Actuarial Cost Method	Entry age	(5)	(5)	Entry age	(5)	(5)	Entry age	(5)	(5)	Entry age
Amortization Method	(1)	(5)	(5)	(1)	(5)	(5)	(1)	(5)	(5)	(1)
Asset Valuation Method	(2)	(5)	(5)	(2)	(5)	(5)	(2)	(5)	(5)	(2)
Inflation	2.750%	(5)	(5)	2.750%	(5)	(5)	2.750%	(5)	(5)	2.750%
Salary Increases	N/A	(5)	(5)	N/A	(5)	(5)	N/A	(5)	(5)	N/A
Investment Rate of Return	7.00% (3)	(5)	(5)	7.00% (3)	(5)	(5)	7.00% (3)	(5)	(5)	7.25% (3)
Retirement Age	60	(5)	(5)	59	(5)	(5)	59	(5)	(5)	59
Mortality	(4)	(5)	(5)	(4)	(5)	(5)	(4)	(5)	(5)	(4)

(1) Level percentage of payroll, closed
(2) The Actuarial Value of Assets is determined by recognizing any difference between the actual and the expected market return over a five-year period. The Valuation Value of Assets is the Actuarial Value of Assets reduced by the value of the non-valuation reserves.
(3) Net of pension plan investment expense, including inflation
(4) Pub-2010 General Healthy Retiree Amount-Weighted Above-Median Mortality Table (separate tables for males and females) with rates increased by 5%, projected 30 years (from 2010) with the two-dimensional mortality improvement scale MP year of valuation, weighted 40% male and 60% female.
(5) Valuations are only required every three years for this withdrawn plan.

ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT
SCHEDULE OF CHANGES IN THE NET OPEB LIABILITY AND RELATED RATIOS
LAST TEN FISCAL YEARS*

Fiscal Year-End	6/30/2025	6/30/2024	6/30/2023	6/30/2022	6/30/2021	6/30/2020	6/30/2019	6/30/2018
Measurement Date	6/30/2025	6/30/2024	6/30/2023	6/30/2022	6/30/2021	6/30/2020	6/30/2019	6/30/2018
Total OPEB Liability:								
Service Cost	$ 140,544	$ 136,450	$ 178,082	$ 172,896	$ 137,998	$ 133,979	$ 149,564	$ 145,208
Interest on Total OPEB Liability	253,115	243,562	286,796	273,215	249,025	237,289	204,873	193,579
Change of Benefit Terms	-	-	-	-	-	26,765	-	-
Change of Assumptions	-	(257,221)	-	104,693	-	311	-	-
Differences Between Actual and Expected Experience	-	(437,976)	-	65,762	-	162,711	-	-
Benefit Payments, Including Refunds and the Implied Subsidy	(222,845)	(239,403)	(246,960)	(237,883)	(203,116)	(186,651)	(172,520)	(157,788)
Net Change in Total OPEB Liability	170,814	(554,588)	217,918	378,683	183,907	374,404	181,917	180,999
Total OPEB Liability - Beginning of Year	4,019,037	4,573,625	4,355,707	3,977,024	3,793,117	3,418,713	3,236,796	3,055,797
Total OPEB Liability - End of Year (a)	4,189,851	4,019,037	4,573,625	4,355,707	3,977,024	3,793,117	3,418,713	3,236,796
Plan Fiduciary Net Position:								
Contributions - Employer	222,845	339,403	646,960	237,883	403,116	186,651	332,520	157,788
Net Investment Income	584,280	467,489	273,625	(499,598)	707,874	154,442	187,022	172,915
Administrative Expenses	(28,008)	(25,979)	(22,210)	(24,704)	(22,488)	(21,011)	(18,258)	(17,814)
Benefit Payments, Including Refunds and the Implied Subsidy								
Benefit Payments	(222,845)	(239,403)	(246,960)	(237,883)	(203,116)	(186,651)	(172,520)	(157,788)
Net Change in Plan Fiduciary Net Position	556,272	541,510	651,415	(524,302)	885,386	133,431	328,764	155,101
Plan Fiduciary Net Position - Beginning of Year	5,096,729	4,555,219	3,903,804	4,428,106	3,542,720	3,409,289	3,080,525	2,925,424
Plan Fiduciary Net Position - End of Year (b)	5,653,001	5,096,729	4,555,219	3,903,804	4,428,106	3,542,720	3,409,289	3,080,525
Net OPEB Liability (Asset) - Ending (a)-(b)	$ (1,463,150)	$ (1,077,692)	$ 18,406	$ 451,903	$ (451,082)	$ 250,397	$ 9,424	$ 156,271
Plan Fiduciary Net Position as a Percentage of the Total OPEB Liability (Asset)	134.92%	126.81%	99.60%	89.63%	111.34%	93.40%	99.72%	95.17%
Covered - Employee Payroll	$ 7,230,592	$ 6,869,624	$ 6,684,914	$ 6,569,908	$ 6,759,803	$ 6,652,998	$ 6,375,443	$ 6,216,041
Net OPEB Liability (Asset) as Percentage of Covered - Employee Payroll	-20.24%	-15.69%	0.28%	6.88%	-6.67%	3.76%	0.15%	2.51%

NOTES TO SCHEDULE

Benefit Changes:

There were no changes in benefits.

Changes in Assumptions:

The fiscal year ended June 30, 2018 is the first year of implementation and the same actuarial report was utilized for fiscal year ended June 30, 2019; therefore, there are no previous GASB 75 actuarial reports for comparison.

The fiscal year ended June 30, 2020 contained a medical trend rate of 5.9% for 2020 decreasing by 0.1% per year to an ultimate rate of 5.0% for 2029 and later years while the fiscal years ended June 30, 2019 and 2018 included a medical trend rate of 5.0% for 2018 and later years.

The fiscal year ended June 30, 2022 contained a medical trend rate of 5.75% for 2022, 5.50% for 2023, 5.20% for 2024-2069, and 4.50% for 2070 and later years. Medicare is at 4.5% for all years. Also, the mortality rates were updated to the CalPERS Experience Study (2000-2019). The previous mortality rates were based on the RP-2014 tables.

The fiscal year ended June 30, 2023 contained a medical trend rate of 5.50% for 2024, 5.25% for 2025-2029, 5.00% for 2030-2039, 4.75% for 2040-2049, 4.50% for 2050-2069, and 4.00% for 2070 and later years. Medicare is at 4.50% from 2024-2029 and 4.00% from 2030 and later years.

The fiscal year ended June 30, 2025 contained a medical trend rate of 5.25% for 2025-2029, 5.00% for 2030-2039, 4.75% for 2040-2049, 4.50% for 2050-2069, and 4.00% for 2070 and later years. Medicare is at 4.50% from 2025-2029 and 4.00% from 2030 and later years.

* Fiscal year 2018 was the first year of implementation; therefore, only eight years are shown.

ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT
SCHEDULE OF CONTRIBUTIONS – OPEB
LAST TEN FISCAL YEARS*

Fiscal Year-End	6/30/2025	6/30/2024	6/30/2023	6/30/2022	6/30/2021	6/30/2020	6/30/2019	6/30/2018
Contractually Required Contribution (Actuarially Determined)	$ 136,731	$ 138,011	$ 229,335	$ 222,187	$ 195,944	$ 186,651	$ 158,204	$ 152,416
Contributions in Relation to the Actuarially Determined Contributions	(222,845)	(339,403)	(646,960)	(237,883)	(403,116)	(186,651)	(332,520)	(157,788)
Contribution Deficiency (Excess)	$ (86,114)	$ (201,392)	$ (417,625)	$ (15,696)	$ (207,172)	$ -	$ (174,316)	$ (5,372)
Covered - Employee Payroll	$ 7,230,592	$ 6,869,624	$ 6,684,914	$ 6,569,908	$ 6,759,803	$ 6,652,998	$ 6,375,443	$ 6,216,041
Contributions as a Percentage of Covered - Employee Payroll	3.08%	4.94%	9.68%	3.62%	5.96%	2.81%	5.22%	2.54%

NOTES TO SCHEDULE

Valuation Date	7/1/2023	7/1/2023	7/1/2021	7/1/2021	7/1/2019	7/1/2019	7/1/2017	7/1/2017

Methods and Assumptions Used to Determine Contribution Rates:

Actuarial Cost Method	Entry age normal, level percentage of payroll
Amortization Method	Level percent of pay
Amortization Period	15-years
Asset Valuation Method	Market value
Discount Rate	6.25%
Salary Increases	3.00%
General Inflation	2.50%
Medical Trend	Fiscal year ends 2018 through 2021: 5.9% for 2020 decreasing by 0.1% per year to an ultimate rate of 5.0% for 2029 and later years Fiscal year end 2022: 5.75% for 2022, 5.50% for 2023, 5.20% for 2024-2069, and 4.50% for 2070 and later years. Medicare is at 4.50% for all years. Fiscal year end 2023: 5.50% for 2024, 5.25% for 2025-2029, 5.00% for 2030-2039, 4.75% for 2040-2049, 4.50% for 2050-2069, and 4.00% for 2070 and later years. Medicare is at 4.50% from 2024-2029 and 4.00% from 2030 and later years. Fiscal year end 2024 through 2025: 5.25% for 2025-2029, 5.00% for 2030-2039, 4.75% for 2040-2049, 4.50% for 2050-2069, and 4.00% for 2070 and later years. Medicare is at 4.50% from 2024-2029 and 4.00% from 2030 and later years.
Mortality	Fiscal year ends 2018 through 2021: Pre-retirement mortality rates were based on the RP-2014 Employee Mortality Table for Males or Females, as appropriate, without projection. Post-retirement mortality rates were based on the RP-2014 Health Annuitant Mortality Table for Males or Females, as appropriate, without projection. Fiscal year end 2022 through 2025: Mortality rates were based on the CalPERS Experience Study (2000-2019).
Retirement and Termination	Retirement and termination assumptions used were based on a review of plan experience and a best estimate of future plan experience.

* Fiscal year 2018 was the first year of implementation; therefore, only eight years are shown.

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INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Trustees
Orange County Mosquito and Vector Control District
Garden Grove, California

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities and the major fund of the Orange County Mosquito and Vector Control District (the District) as of and for the year ended June 30, 2025, and the related notes to the financial statements, which collectively comprise the District's basic financial statements, and have issued our report thereon dated February 17, 2026.

Report on Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the District's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the District's internal control. Accordingly, we do not express an opinion on the effectiveness of the District's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

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Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the District's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards.*

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Irvine, California
February 17, 2026

	Orange County Mosquito and Vector Control District	
	AGENDA ITEM F.1	**Date**
	Prepared By: Lora Young, District Manager **Submitted By:** Lora Young, District Manager	March 19, 2026

Agenda Title:

Recommendation to approve Synder Langston/Gensler for Phase 1 services of the Progressive Design-Build Contract – District Campus Renovation Project

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Recommended Action:

1. Authorize the District Manager to negotiate and execute a Progressive Design-Build Agreement with Snyder Langston for Phase 1 Preconstruction Services, in a form substantially consistent with the RFQ/RFP; and
2. Authorize the District Manager to execute any related documents necessary to implement the Board's action.

Summary:

The Orange County Mosquito and Vector Control District (District) staff in coordination with Griffin Structures conducted a competitive, best-value procurement to select a Progressive Design-Build (PDB) team for the Campus Renovation Project. Following evaluation of nine (9) proposals, and interviews with three (3) shortlisted teams. Staff invited the most qualified team, Snyder Langston, to interview with the joint committee for a recommendation to move the item to the full Board of Trustees.

Background:

On October 31, 2025, the District released a combined Request for Qualifications and Proposals (RFQ/RFP) seeking Progressive Design-Build services for the District Campus Renovation Project. The Project is a multi-phased redevelopment of the District's existing campus intended to modernize and expand laboratory facilities, administrative offices, field operations, and maintenance functions, while improving site circulation and parking.
A key objective of the Project is to maintain uninterrupted District operations throughout design and construction. To achieve this goal while providing cost certainty and collaborative project development, the District reviewed the different delivery methods with the Joint Committee in 2025. The committee, in conjunction with staff, recommends moving forward with a Progressive Design-Build delivery method with two phases: Phase 1 Preconstruction Services and Phase 2 Construction Services, subject to future Board approval of a Guaranteed Maximum Price (GMP).

Procurement Process:

The RFQ/RFP was issued on October 31, 2025, and proposals were due on December 4, 2025. The District received nine (9) responsive proposals from qualified Progressive Design-Build teams. Proposals were evaluated by a District Selection Committee in accordance with the evaluation criteria and weighting established in the RFQ/RFP, including qualifications, technical approach, and fee proposal. Following evaluation of written proposals, the three (3) highest-ranked teams were invited to participate in interviews:

- BNBuilders / HMC Architects
- Swinerton / LPA Design Group
- Snyder Langston / Gensler

Interviews were conducted in January 2026. Interview scores were incorporated into the overall best-value evaluation. The interview committee included Sean Chavarria as the Trustee representative. The Trustee representative was selected by the 2025 Board of Trustees President after requesting any interested Trustee submit information to be part of the selection committee.

Best and Final Offer:

Upon completion of interviews and preliminary scoring, the District requested a Best and Final Offer (BAFO) from its highest-ranked proposer, Snyder Langston, consistent with the provisions of the RFQ/RFP.

Snyder Langston submitted an updated fee proposal and confirmed staffing and approach for Phase 1 Preconstruction Services. The BAFO resulted in improved value to the District, while maintaining the integrity of the proposed team, scope, and collaborative delivery approach.

Evaluation Results and Basis For Recommendation:

Based on the comprehensive evaluation of written proposals, interview performance, reference checks, the Selection Committee determined that Snyder Langston/Gensler provides the best overall value to the District and requested the firm participate in a final interview with the Joint Committee.

Key factors supporting this recommendation include:

- Demonstrated experience delivering complex, phased public-sector and laboratory facilities
- Proven success with Progressive Design-Build delivery and GMP development
- Strong, well-integrated project team with relevant expertise
- Clear understanding of the District's operational continuity requirements
- Competitive and responsive fee proposal following BAFO
- Demonstrated ability to finalize mutually acceptable contract terms

The Budget & Finance Committee and Building, Property, and Equipment Committees met on March 4, 2026, to receive a presentation from Synder Langston/Gensler. The meeting allowed committee members to review proposal information, best and final offer, and ask any questions of the firm. The committee made a recommendation to move forward with Snyder Langston/Gensler for Phase 1 of the facilities project to the full Board of Trustees with the potential of Phase 2 approvals to be brought to the Joint Committee and full Board of Trustees at a later date with the negotiated GMP.

Previous Relevant Board Actions for This Item:

July 15, 2025: Budget and Finance & Building, Property and Equipment Committee Meeting committee provided direction to staff to work with Griffin Structures on developing an RFP/Q for a progressive design build method.

February 20, 2025: The Board of Trustees authorize the District Manager to enter into a contract with Griffin Structures for preconstruction work.

June 20, 2024: The Board of Trustees provide further direction to the District Manager pertaining to the long-term facility needs of the District and developing a plan to remodel onsite.

March 21, 2024: The Board of Trustees provided further direction on Office Relocation Plan and potentially suitable properties.

December 20, 2023: The Joint Committee toured 2100 W. Orangewood Ave., Orange to determine suitability as District facility

April 20, 2023: The Board of Trustees approved a one-year contract with Kosmont Realty to perform brokerage services for a new facility.

March 18, 2021 and April 15, 2021: Board Discussed potential suitable facility at 1821 E. Dyer, Santa Ana

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Strategic Plan Compliance: Strategic Plan 4. Modern infrastructure and tools.

4.2: Identify long-term facility and building needs and solutions.

Fiscal Impact:
What Amount is being requested? $1,702,664.10 for Phase 1 Services
Is the Amount Requested Budgeted in the Current Fiscal Year? No
If No, What Funds Are Requested? Facilities Fund

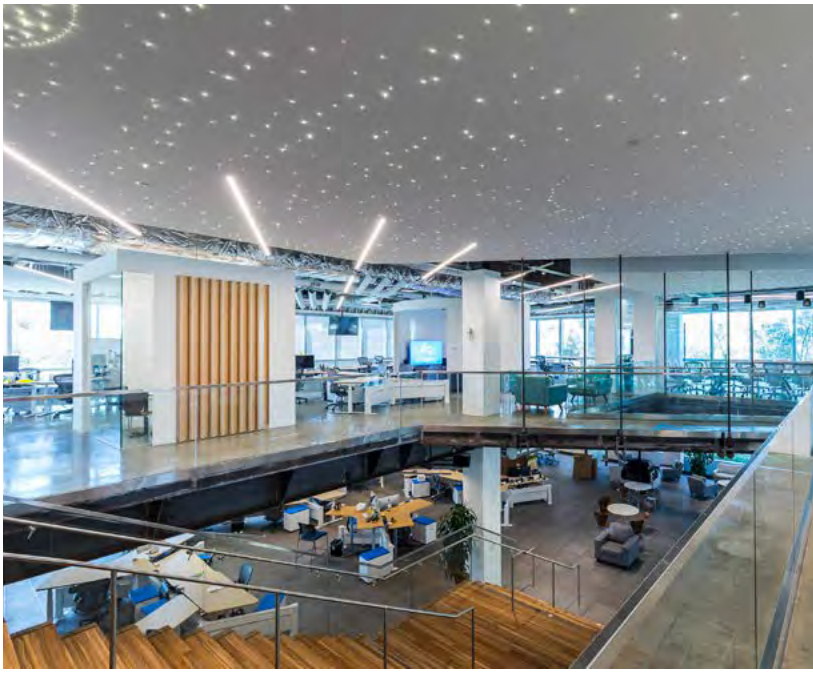
Exhibits:

Exhibit A: Synder Langston and Gensler Proposal

Exhibit B: Synder Langston Best and Final Offer

Exhibit C: Campus Renovation Progressive Design Build Agreement

Exhibit D: Campus Renovation Progressive Design Conditions of Contract



Proposal for Progressive Design-Build Services

Orange County Mosquito & Vector Control District Campus Renovation

December 12, 2025

SNYDER LANGSTON
Building with Mastery

Gensler

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Section 1
Letter of Interest

OC Health Care Agency - Irvine, CA

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LETTER OF INTEREST (REF 12.1)

Date: December 12, 2025
Legal Name: Snyder Langston, LLC
Address: 17962 Cowan Irvine, CA 92614
Contact Name: Jason Rich, CEO | jrich@snyderlangston.com | 949.863.9200
Signature:

OUR COMMITMENT TO ORANGE COUNTY MOSQUITO & VECTOR CONTROL DISTRICT

On behalf of the Snyder Langston | Gensler team, thank you for the opportunity to submit our proposal as your Progressive Design-Build partner for the Orange County Mosquito & Vector Control District Facilities Redevelopment. This project represents a meaningful investment in operational readiness, public health, and long-term District capacity. Our team is enthusiastic about the opportunity to partner with OCMVCD and is fully committed to delivering a future-ready, cost-effective solution aligned with your mission.

Snyder Langston and Gensler have worked together for decades across Southern California to deliver many of Orange County's most complex and high-performing campuses. Our offices are minutes from the project site, and our teams are familiar with regional agency requirements, community context, and the logistics of redeveloping active facilities. This local presence allows us to bring forward current institutional knowledge, rapid-response coordination, and strong subcontractor relationships that directly support cost control, predictability, and schedule reliability.

PHASED REDEVELOPMENT THAT PRESERVES FULL OPERATIONAL CONTINUITY

We understand that OCMVCD's laboratory work, field operations, fleet activity, and maintenance functions must remain fully active throughout construction. The phasing challenges—minimizing operational disruption, preserving emergency response times, maintaining safety, and accommodating daily activity—are exactly the conditions in which our team excels. Our integrated approach blends early logistics planning, sequencing strategies, and real-time coordination to ensure every phase is predictable, safe, and operationally seamless.

EXPANDED PROGRAMMATIC CAPABILITY AND SITE EFFICIENCY

Your RFP outlines an opportunity to significantly enhance the performance, efficiency, and long-term capacity of the campus. Our team is excited to help OCMVCD realize:

- Modern laboratory environments that support contemporary diagnostic, surveillance, and research needs with flexibility for future technologies.
- Efficient field operations and maintenance facilities that improve workflow, equipment movement, storage, and fleet readiness.
- Administrative workspaces that strengthen communication, culture, and adaptability.
- A reimagined site circulation system that improves safety, enhances vehicle flow, and optimizes daily operational efficiency.
- Our commitment is to align operational performance, design excellence, and lifecycle value from the earliest stages of the project.

DRIVING BEST VALUE THROUGH PROGRESSIVE DESIGN-BUILD

The Progressive Design-Build approach aligns directly with our team's strengths: collaboration, transparency, and disciplined cost validation. We are committed to an integrated process that supports OCMVCD's priorities through:

- A unified design, estimating, and construction management workflow
- Continuous cost modeling to maintain alignment with budget and scope
- Early, frequent, and inclusive stakeholder engagement
- Open-book communication and clear decision pathways
- A solutions-driven culture that reduces risk and maximizes long-term value

This model enables the District to explore options, evaluate impacts, and make informed decisions with confidence.

WHY WE ARE EXCITED ABOUT THIS OPPORTUNITY

This project uniquely blends technical program elements—labs, fleet, field operations, maintenance, and administration—with campus-wide planning and operational optimization. We are excited because:

- It requires thoughtful phasing and operational continuity planning, a core competency of our team.
- It places emphasis on long-term stewardship, best value, and operational efficiency.
- It supports a mission directly tied to community health and public service.
- It invites a collaborative, transparent partnership culture that reflects how we deliver our best work.

WHY CHOOSE THE SNYDER LANGSTON|GENSLER TEAM

- **Orange County is our Home:** Snyder Langston was founded in Orange County 65 years ago and Gensler opened their Orange County office over 40 years ago.
- **Relationships are key to our success:** both firms have built hundreds of projects in the County. Both firms enjoy excellent relationships with city, county and other agency officials.
- We have a clear understanding of and will add value to the entitlement process
- Our strength is not only the quality of our work, but in the effectiveness of our preconstruction effort. **We are typically hired to "make it happen" -- to meet the budget and schedule while exceeding quality expectations. THIS IS OUR BRAND!**
- Our excellent relationships with subcontractors ensure **price, schedule and quality CERTAINTY.**

OUR COMMITMENT

Snyder Langston is recognized for being a Trusted Advisor to our clients—a principle that guides every decision we make. Partnered with Gensler's research-driven design leadership, we bring a unified team aligned with OCMVCD's goals and the complexities of this program. We have already begun preparing for a smooth, informed, and collaborative preconstruction effort that drives clarity, reduces risk, and supports a predictable, successful construction phase.

We are committed to viewing this project through your lens, offering solutions that enhance operational effectiveness, and delivering a modern, resilient, and efficient facility that strengthens your mission for decades to come. We appreciate the opportunity to present our team and look forward to collaborating with the District on this important project.

Jason Rich Chief Executive Officer Snyder Langston	Rick Cavecche Sr. Vice Presideint, Operations Snyder Langston	Nick Acevedo Project Leader Gensler

Snyder Langston, LLC is the Design-Builder. As such, Gensler and all consultants will be contracted under Snyder Langston. Our firms will execute a Partnering Agreement to establish a collaborative framework that aligns goals, defines roles, and promotes effective communication to ensure seamless project delivery.

TEAM MEMBER CONTACT INFORMATION:

Jason Rich, CEO - Snyder Langston | 17962 Cowan, Irvine, CA 92614 | 949.863.9200 | Jrich@snyderlangston.com

Nick Acevedo, Principal - Gensler | 4675 MacArthur Court, Suite 100, Newport Beach, CA 92660 | 949.863.9434 | nick_acevedo@gensler.com

Mahmoud Faghihi, SE, Sr. Vice President - WSP | 888 S. Figueroa Street, 18th Floor, Los Angeles, CA 90017 | 323.798.1534 | Mahmoud.Faghihi@wsp.com

David Sloan, P.E., VP - Director of Engineering | Tait & Associates, Inc. | 701 N Parkcenter Drive, Santa Ana, CA 92705 | 714.560.8643 | dsloan@tait.com

Michael Ledbetter, PLA/ASLA - Kimley Horn | 1100 W Town & Country Rd, Suite 700, Orange, CA 92868 | 657.214.0538

Section 2
Qualifications

In this Section

Team Organization (12.4a)
Demonstrated Past Performance with Similar Projects (12.5)
Design-Build Design Past Performance (12.6)
Design-Build Construction Past Performance (12.7)

Masimo Headquarters - Irvine, CA
Snyder Langston|Gensler

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TEAM ORGANIZATION - PHASE 2 (REF 12.4)

All PDB team members are available to start when required for this project

SNYDER LANGSTON

JIM HARRISON, LEED AP
Sr. Estimator

BRYAN HATCH
Director of Preconstruction

GEORGE LOYND, LEED AP
Project Executive
Overall PM/CM, D-B Contract & Safety

GENSLER

NICHOLAS ACEVEDO, AIA, LEED AP
Project Director
Architect of Record

NATHAN KIM, AIA, LEED AP
Principal-in-Charge | Gensler

JAIMELYNN SHAH, LEED AP BD+C
Design Director, Principal

DAVID JOHNSON, AIA
Design Director, Sr. Associate

MICHAEL ROBINS, AIA
Project Architect

NAHID AKRAM, AIA
Designer

RYLEY POBLETE
Lab Associate, Sr. Associate

SERGIO RIVAS, LEED AP
QA/QC, Sr. Associate

TEAM RESOURCES

RICK CAVECCHE, STSC
Sr. VP, Operations | Snyder Langston

GREG HURLOCK
VP Estimating | Snyder Langston

DESIGN CONSULTANTS

CIVIL ENGINEER

David Sloan, PE
Principal-in-Charge

Jacob Vandervis, PE
QA/QC

Alejandro Gonzalez, PE
Project Manager

STRUCTURAL ENGINEER/MEP CONSULTANTS

Mahmoud Faghihi, PE, SE
SVP, Structural Engineering

Mark Ellis
SVP, National Rail, Bus, and Public Works Facilities Lead

Corey Lyons, PE
SVP, Electrical Engineering

Richard King, RCDD, CTS, CWD, TECH
AVP, Building Technology Systems

Michael Huynh, PE, LEED AP
AVP, Mechanical Engineering

Jonathan Soler
Lead Consultant, Plumbing Engineering

LANDSCAPE ARCHITECT

Michael Ledbetter, PLA, FASLA
Landscape Architect

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Please refer to the Team Resumes and Qualifications in Section 6 Other Proposal Request Information.

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SNYDER LANGSTON

GEORGE LOYND, LEED AP
Project Executive
Overall PM/CM, D-B Contract & Safety

TEAM RESOURCES

RICK CAVECCHE, STSC
Sr. VP, Operations | Snyder Langston

GREG HURLOCK
VP Estimating | Snyder Langston

WARREN BIDDLE
Safety Director | Snyder Langston

CONSTRUCTION TEAM

JOSH CORTEZ
Sr. Project Manager
Cost Controls & Budgeting & Safety

YALE KIM
Superintendent
On-site Field Supervision, Safety & Scheduling

LINDA DIXON
Assistant Project Manager
Systems Testing/Configuration/Commissioning & Safety

KEAGAN COYNE
Assistant Superintendent
QA/QC & Safety

HUNTER CLUSE
Project Engineer
Safety

DESIGN TEAM

NICHOLAS ACEVEDO, AIA, LEED AP
Project Director
Architect of Record

NATHAN KIM, AIA, LEED AP
Principal-in-Charge | Gensler

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Design Director, Sr. Associate

MICHAEL ROBINS, AIA
Project Architect

RYLEY POBLETE
Lab Associate, Sr. Associate

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QA/QC, Sr. Associate

NAHID AKRAM, AIA
Designer

JANET DONG, IIDA, LEED GA
Designer

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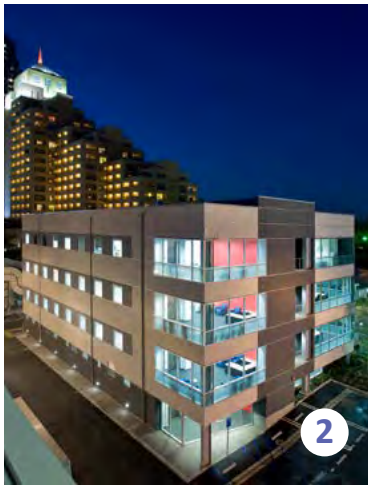
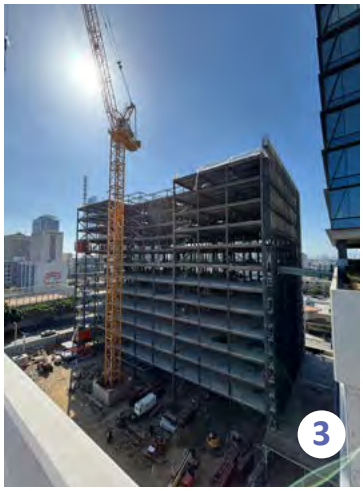
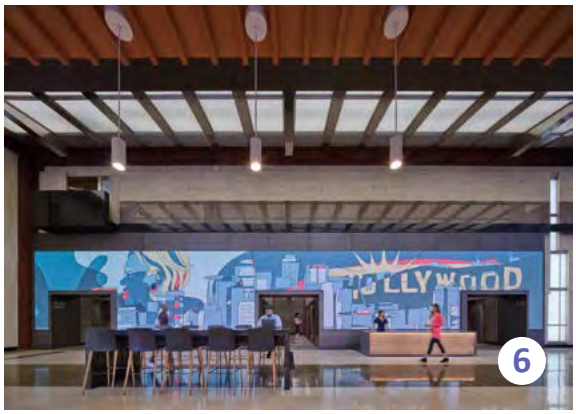
Snyder Langston| Gensler Demonstrated Past Performance (ref 12.5)







since 2008

1. Hyundai Motor America HQ, Fountain Valley **2.** Fox Studios Building 104, Los Angeles **3.** Los Angeles County Department of Mental Health, Los Angeles **4.** The Boardwalk, Irvine **5.** Masimo HQ, Irvine **6.** 550 S. Hope Lobby Renovation, Los Angeles **7.** The Park at Park Place, Irvine **8.** Capital Group, Newport Beach **9.** St. Joseph Health Relocation, Irvine **10.** Autogravity, Irvine

Not pictured: OCERS HQ, Santa Ana; Medtronic HQ, Irvine; San Bernardino County DBH Treatment Campus, Victorville; The Boardwalk Amenity Spaces, 3333 & 3347 Michelson T.I.s, Lakeshore Towers Parking Structure & Stage and Medtronic HQ (all Irvine)

DEMONSTRATED PAST PERFORMANCE (REF 12.5)

MASIMO HEADQUARTERS

CAMPUS TRANSFORMATION | INTEGRATED DELIVERY | IRVINE, CA

a. Integrated Team Management | From the outset, Snyder Langston|Gensler worked as a fully integrated team with Masimo, aligning early on culture, wellness priorities, and operational needs. Converting a 213,400 SF warehouse into a modern headquarters required coordinated input from engineers, and trade partners. One of the project's defining moves, removing a significant roof section to create an open-air central garden was made possible through continuous cross-disciplinary collaboration. ***This early and ongoing alignment reflects the District's emphasis on transparency and coordinated decision-making.***

b. Integrated Design & Construction Scheduling | As the project expanded from a $31M modernization to a $40M program, the team maintained schedule certainty through unified planning and fast, iterative coordination. Pull-planning, phased design packages, and strategic permitting allowed design and construction to progress in parallel. Early investigations of existing structural and foundation systems reduced unknowns and supported predictable sequencing. ***These integrated scheduling strategies ensured the project stayed on track as the program evolved—consistent with the District's priority for reliable milestone planning.***

c. Managing Costs Within a GMP | Throughout design development, costs were actively managed through continuous estimating, clear benchmarking, and transparent decision-making. As Masimo refined its program, major scope choices, including the addition of a mezzanine, were evaluated for operational value, entitlement impact, and cost efficiency. Early procurement reduced escalation risk and kept long-lead items aligned with the schedule. ***The project ultimately delivered at $38M, finishing $2M under the approved GMP, demonstrating disciplined cost stewardship consistent with the District's expectations.***

d. Promoting Collaboration & Integration | Masimo's focus on wellness and team culture shaped both the design approach and the collaboration model. Snyder Langston|Gensler integrated design and construction teams from the beginning, aligning architects, builders, engineers, and trades around shared goals. Coordination workshops with user groups informed key program elements including daylight-rich workplaces, indoor/outdoor connections, and wellness amenities. During construction, daily huddles and shared digital tools kept all disciplines synchronized and issues resolved quickly. ***The result is a high-performing workplace delivered through cohesive, transparent teamwork, an approach aligned with the District's values and delivery expectations.***

REFERENCE

Kenny Hom, CSP Masimo
Masimo | Sr. Manager, Environmental, Health, Safety & Facilities
949-297-7481

KEY TEAM MEMBERS

Rick Cavecche, Linda DIxon (Snyder Langston)
Nick Acevedo, Sergio Rivas (Gensler)

DEMONSTRATED PAST PERFORMANCE (REF 12.5)

THE BOARDWALK

INTEGRATED PROJECT DELIVERY | IRVINE, CA

a. Integrated Team Management | Trammell Crow engaged Snyder Langston|Gensler at the conceptual stage, enabling the team to establish clear goals and delivery strategies before design began in earnest. With only early sketches and an aggressive fast-track mandate, architects, builders, engineers, and trade partners collaborated from day one to align on scope, priorities, and feasibility. ***This integrated approach ensured coordinated decisions as the design advanced and reflects the District's emphasis on early alignment and transparent team communication.***

b. Integrated Design & Construction Scheduling | The team implemented a Target Value Delivery process to support the Trammell Crow's schedule and market-driven objectives. Milestone budgets, real-time cost modeling, and system-level A3 studies kept design, cost, and schedule tightly aligned. On-site mock-ups of major materials and assemblies informed detailing and supported early procurement, while phased design packages enabled fast-track permitting. ***These strategies allowed construction to begin while design continued, delivering predictable progress in a competitive market—consistent with the District's expectations for coordinated milestone planning.***

c. Managing Costs Within a GMP | Cost control was maintained through continuous estimating, benchmarking, and open dialogue with the client and design team. Midway through design development, Snyder Langston committed to a GMP, providing cost certainty and reinforcing the strength of the project's financial model. ***Ongoing collaboration with Gensler and key trade partners ensured decisions were evaluated for value, constructability, and budget impact, keeping the project aligned with the client's targets throughout delivery.***

d. Promoting Collaboration & Integration | The Boardwalk advanced through unified, transparent teamwork across all disciplines. Regular joint work sessions, coordinated detailing, and early trade engagement streamlined issue resolution and supported a consistent flow from design into construction. This integrated effort delivered a 545,000 SF Class-A office campus below budget and on schedule, ***demonstrating how early engagement, disciplined cost management, and cohesive team integration produce reliable outcome which directly align with the District's priorities for future civic facilities.***

REFERENCE:
Matt Cramer, Senior Vice President
Trammell Crow Company
949.477.4735 | mcramer@trammellcrow.com

KEY TEAM MEMBERS:
Rick Cavecche, George Loynd, Linda Dixon (Snyder Langston)
Jaimelynn Shah (Gensler)

DEMONSTRATED PAST PERFORMANCE (REF 12.5)

L.A. COUNTY DEPARTMENT OF MENTAL HEALTH

INTEGRATED DELIVERY | LOS ANGELES, CA

a. Integrated Team Management | Snyder Langston and Gensler are delivering a comprehensive modernization of the 12 story, 155,000 square foot LACDMH headquarters. The work includes integrating a new 12 story tower with an existing 1960s structure on a tight urban site. Early engagement with County leadership, user groups, and multiple agencies established clear priorities for security, operations, and continuity of service. Close coordination among architects, builders, engineers, and trade partners guided decisions related to structural upgrades, facade integration, and site logistics. ***This early alignment created the transparent and collaborative framework needed for a complex public facility.***

b. Integrated Design & Construction Scheduling | Given the zero lot line conditions and significant structural requirements, the team relied on early site investigations, system level analyses, and phased planning to maintain schedule certainty. Target Value Design supported timely decision making and aligned scope with budget. Coordination with agencies including Public Works, Sheriff, LADOT, LADWP, LAFD, and AT&T ensured that infrastructure tie ins and reviews were sequenced efficiently. ***Continuous constructability assessments and early trade involvement kept design and construction progressing together and supported predictable scheduling on a highly constrained site.***

c. Managing Costs Within a GMP |Cost clarity was achieved through comprehensive modeling, benchmarking, and financial strategy development during preconstruction. Structural studies informed cost effective solutions such as repurposing the existing frame for gravity loads and introducing a new BFRB system to manage lateral forces. Curtain wall retrofit details were evaluated for value, performance, and constructability. This disciplined approach supported reliable budgeting through design and ***aligned with the District's expectations for transparent and well managed GMP delivery*** on major civic projects.

d. Promoting Collaboration & Integration |Project success depends on unified teamwork among County departments, design disciplines, contractor teams, and regulatory agencies. Throughout design and construction, the team has maintained continuous alignment between evolving workplace needs, heightened security requirements, and complex technical systems. This has been achieved through partnering workshops, structured stakeholder coordination, shared digital tools, and early package procurement. Early site investigations, cross disciplinary reviews, and coordinated detailing supported solutions that respected both the existing building and the new tower. ***This integrated process preserved project momentum despite urban constraints and code driven challenges and reflects the District's priorities for cohesive and responsive project delivery.***

REFERENCE

Andrew Wallace, Sr. Vice President
Trammell Crow Company
213.328.8264 | awallace@trammellcrow.com

KEY SNYDER LANGSTON TEAM MEMBERS

Rick Cavecche, George Loynd, Greg Hurlock

DEMONSTRATED PAST PERFORMANCE IN GARDEN GROVE (REF 12.5)

CHRIST CATHEDRAL | GARDEN GROVE, CA

a. Integrated Team Management | The transformation of the all glass Crystal Cathedral into Christ Cathedral required a highly coordinated team approach due to the building's unconventional structure, architectural sensitivity, and public significance. Snyder Langston led a high performing team of architects, engineers, specialty consultants, fabricators, and trades to plan and execute a 24 month renovation. Early coordination focused on sequencing, access, safety, and protection of the existing structure while integrating new structural, architectural, lighting, and life safety systems.

b. Integrated Design & Construction Scheduling | The renovation required detailed planning to perform extensive work within a fully enclosed glass structure. To access the roof and space frame, the team erected 86,500 s.f. of interior scaffolding reaching heights of up to 96 feet. This scaffolding supported cleaning and painting of roof and wall trusses, installation of new fire protection systems, a new lighting system, and 11,500 quatrefoils. Sequencing was critical to coordinate carbon fiber strengthening of the worship floor, truss restoration, installation of metal sail panels, and specialty architectural elements. More than 10,000 man hours were dedicated to truss restoration alone, requiring careful schedule integration to maintain progress across multiple work fronts.

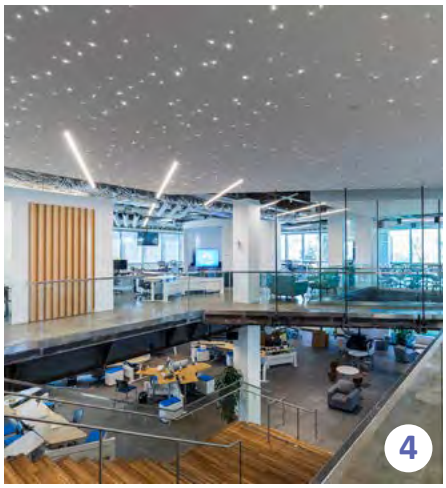
c. Managing Costs Within a GMP | The project included numerous custom elements and specialty materials that required disciplined cost control and early procurement planning. Over 300 tons of stone were sourced internationally from Italy, Turkey, Germany, and Tunisia for flooring and wall cladding. Early coordination with specialty fabricators supported cost certainty and delivery sequencing. Major elements such as the 28 foot wide by 10 foot high motorized steel pivot doors, the seven ton baldachin supporting the central crucifix, and the 9,000 pound marble altar required precise planning to manage cost, logistics, and installation risks within the established budget.

d. Promoting Collaboration & Integration |Close collaboration across disciplines enabled the team to balance architectural expression, acoustics, lighting, and environmental performance. Metal sail shaped panels were integrated into the space frame to reduce solar heat gain and glare while improving acoustical performance. Approximately 700 LED fixtures were installed to illuminate the structure and highlight the quatrefoil pattern day and night. Interior spaces including the Chapel and Baptistery incorporated perforated metal wall panels with decorative patterns and gilded dome ceilings, requiring tight coordination between design intent and constructability. Exterior improvements included refurbished landscaping and installation of more than 93,000 s.f. of decorative pavers, completing the campus transformation. ***The project reflects the effectiveness of an integrated team delivering a complex renovation through collaboration, precision, and technical expertise.***

KEY SNYDER LANGSTON TEAM MEMBERS

Rick Cavecche, Yale Kim

DESIGN-BUILD DESIGN, ENGINEERING & PERMITTING PAST PERFORMANCE (REF 12.6)



1. Orange County Employees Retirement System HQ (OCERS), Santa Ana **2.** San Bernardino County Department of Behavioral Health Comprehensive Treatment Campus, Victorville **3.** Los Angeles County Department of Mental Health HQ, Los Angeles **4.** Autogravity HQ, Irvine **5.** Hyundai Motor America HQ, Fountain Valley **5.** BMW Western Regional Training Facility, Ontario **6.** Port of Long Beach Fleet Maintenence Facility **7.** City of Long Beach Fleet Management **8.** OC Health Laboratory, Irvine **9.** John Wayne Airport Maintenance Facility

DESIGN-BUILD DESIGN, ENGINEERING & PERMITTING PAST PERFORMANCE (REF 12.6)

a. The Design-Builder's past performance in managing the design process.

Effective project management starts with a clear understanding of the owner's goals. We prioritize early, consistent engagement between the owner, design-build team, and key stakeholders to build trust, align expectations, and establish a strong decision-making framework. Design decisions are made through a shared vision, well-defined information, and consensus.

Continual communication is essential to delivering a design that meets project goals, budget, and schedule. Snyder Langston | Gensler will conduct recurring meetings, establish agendas, and maintain timelines to drive timely decisions. Weekly coordination meetings with sub-consultants and subcontractors ensure that design adjustments are properly reviewed, inputs are collected, and action items are documented in a continuous log. Our typical agenda for these meetings include:

- Ideation / Exploration
- Design Opportunities / Challenges
- Schedule Tracking / Impacts
- Development and tracking of a future road map: design review, approvals, implementation, and project close-out
- Establishing, tracking, and verifying measurable metrics against project goals

Our team has successfully applied this process on multiple projects, including the recent Orange County Employees Retirement System (OCERS) Headquarters, where early coordination helped accelerate budget and permitting inputs.

b. Describe the Team's past performance with designing and permitting Projects of Similar Scope and Complexity. Include a description of any issues or problems that arose on the project and how those issues or problems were resolved.

Our team has extensive experience working with jurisdictions throughout Orange County. We focus on building strong working relationships with approval agencies to streamline permitting. Current projects in Santa Ana, Irvine, and Newport Beach involve close coordination with city departments, utilities, and the Orange County Fire Authority.

We engage agencies early to review code and planning issues, identify potential challenges, and secure early alignment. Follow-up meetings reinforce collaboration, clarify expectations, and maintain a mutually respectful process. Sharing design schedules and milestone dates with authorities helps ensure accountability and timely approvals. This structured, relationship-driven approach has consistently produced efficient permitting outcomes.

A recent example is our OCERS project in the City of Santa Ana. The design required a minor modification not initially identified in the Owner's Basis of Design, including a height increase and parking reduction. Through early engagement and established relationships, we gained support for the modification, guided the client through the approval process, and secured all permits within the project timeline.

Our approach: leveraging relationships, maintaining active feedback loops, engaging agencies early, and understanding stakeholder concerns forms the backbone of our successful permitting strategy.

c. Describe the software used by the Team for design services, including a description of the Building Information Modeling system or other specialized software the Team would utilize for this Project.

Gensler's design QA program is a structured, multi-layered system that ensures all documents are coordinated, accurate, and aligned with the project's goals. Our software systems are key to ensuring any issues are discovered during design and systems are coordinated. Strategies include:

» Program Requirements Checklist | Confirms that all functional, spatial, and operational requirements are captured and carried forward consistently.

» Phase-Based Review Checklists | Detailed task lists for SD, DD, and CD phases that define responsibilities, milestones, and deliverables.

» BIM Execution Plan & Documentation Standards | Establishes modeling protocols, drawing organization, file structure, and coordination processes using Revit, Navisworks, and Bluebeam to support seamless communication between disciplines.

» Consultant Coordination Matrix | A living document maintained throughout design, tracking unresolved issues and confirming alignment across all disciplines.

» Budget Alignment Tools | Design-to-budget validation supported by real-time estimating from Snyder Langston ensures that decisions remain within the target value throughout design development.

» Internal QA Reviews | Senior technical leaders conduct independent document reviews to verify constructability, clarity, and coordination before issue.

These standards ensure the construction documents are complete, coordinated, and ready for efficient procurement and field execution—minimizing RFIs, rework, and downstream risk.

We use a variety of software systems to achieve these results:

Autodesk Revit for Building Information Modeling (BIM) to develop design and construction documents. BIM enables rapid design iterations, clear visualization, improved constructability reviews, and faster owner approvals

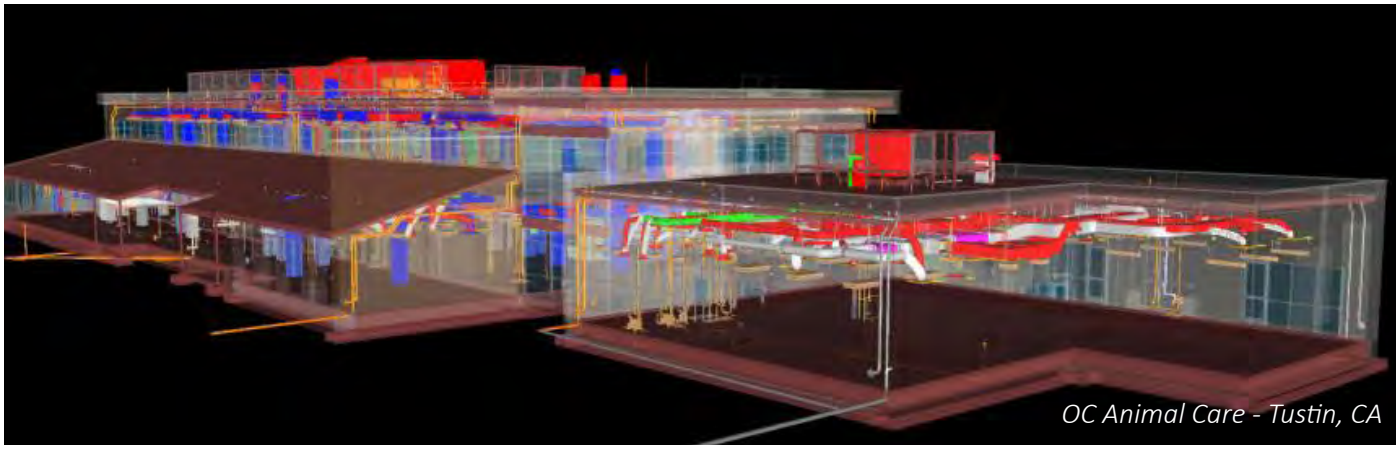
During design, BIM supports virtual reality walkthroughs and continues to add value through construction using geolocated models accessible in the field. Key BIM advantages include:

» Quick generation of schematic documents

» Seamless file sharing with engineering consultants and trades

» Increased productivity during coordination meetings

» Support for detailed take-offs, micro-coordination, clash detection, sequencing, and 4D scheduling



OC Animal Care - Tustin, CA

Additional tools include:

» Navisworks: Integrates all models into a unified platform for 3D coordination and clash detection, significantly reducing field RFIs.

» Enscape: Provides real-time 3D visualization and VR walkthroughs for enhanced design evaluation.

» BIM 360 Glue: Cloud-based BIM collaboration that accelerates project reviews and streamlines coordination across disciplines.

Gensler also invests in proprietary design technology through its NFORM ecosystem, providing data-driven insights that enhance early decision-making. Tools such as gBLOX, gFLOORZ, gMP, gPLANET, and gDIFFUSION allow us to model, simulate, and optimize everything from space planning to carbon impact—ensuring informed, predictable, and high-performing design outcomes.

Our technology ecosystem enables designers to tackle the world's most complex challenges.

Through our investment in our design technology talent, we are enabling our designers to work with innovative computational products and data-driven insights that help guide our clients' decisions and deliver transformative work.

NFORM ECOSYSTEM
POWERED BY GENSLER

Now more than ever, it's critical to make predictable, informed, and confident design decisions. That's why Gensler, through our Design Technology team, has continued to evolve our NFORM ecosystem of platforms, processes, and intellectual property.

Our NFORM Ecosystem brings the power of data to project decision making from early stages in the design process, taking our clients on a unique and informed design journey through their projects from day one. NFORM allows us to tailor our designs to more accurately predict, simulate, and evaluate everything from floor layouts to a project's carbon footprint.

gBlox™

Gensler's proprietary data-driven design and computational product allows our designers to leverage deep domain expertise, powered by market-specific, real-time metrics to balance form, function, and business insights on design projects.

gFloorz™

Gensler's workplace interiors agile test-fit design product places decades of our firm's workplace interiors expertise and metrics at our designers' fingertips with semi-automated and rule-based layout technology.

gMP™

Our parametric platform for generating an infinite number of digital materials for visualization through computation and scanning that adhere to industry standards around physically based rendering technology.

gPlanet™

A comprehensive approach to resilience analysis, consisting of industry-validated analysis engines, custom workflows, educational resources, and internally developed computational software to enable our designers to achieve design resilience across the globe.

d. List all professional registrations and/or certifications that are relevant to the work associated with the Project.

Our team experiences, accreditations and certifications are identified in our resumes for each individual. Our team brings the following applicable to the project

» Licensed architect- California
» Certified Interior Designer- California
» DBIA Certification / DBIA Associate
» Construction Document Technologist
» LEED accreditation
» STSC (Safety Trained Supervisor Certification)
» Licensed General Contractor A & B

Please refer to the following pages for example projects where we've demonstrated success in Design-Build design, engineering, and permitting

DESIGN-BUILD DESIGN, ENGINEERING & PERMITTING PAST PERFORMANCE (REF 12.6)

ORANGE COUNTY EMPLOYEE RETIREMENT FUND SYSTEM (OCERS)

PROGRESSIVE DESIGN-BUILD | SANTA ANA, CA

Snyder Langston and Gensler are delivering the OCERS headquarters through a progressive design build process. The project includes a new 70,000 s.f., 3-story administrative building in Santa Ana and is currently completing preconstruction, with construction expected to begin shortly. The team's early planning approach emphasizes alignment, risk management, and predictable delivery.

Visioning workshops with OCERS leadership and staff established priorities for wellness, interactivity, security, and long term flexibility. Early alignment of user needs and operational goals has guided design development and created a clear framework for decision making.

During preconstruction, the team identified parking and site constraints as key risks. Multiple massing and parking strategies were evaluated, resulting in a three story configuration that meets program needs while using an administrative height adjustment to maintain schedule certainty. Phased planning and early work package development continue to support predictable milestone planning.

Cost alignment is being maintained through continuous estimating and evaluation of design options against the target GMP. The L-shaped layout efficiently separates public and staff functions while supporting a welcoming civic presence. Program elements and sustainable strategies, including photovoltaic readiness, stormwater treatment, and shading, have been incorporated within the cost model.

Security planning has been integrated early through coordination with OCERS and design partners. Measures such as Level 3 glazing and secure reception layouts are being incorporated without compromising openness or staff wellness. The project reflects the District's priorities for disciplined preconstruction, transparent collaboration, and facilities designed for long term public service.

Reference
Brenda Shott
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Orange County Employees Retirement System
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Key Team Members
Bryan Hatch (Snyder Langston)
Nick Acevedo, Jaimelynn Shah, Sergio Rivas, Nahid Akram (Gensler)

DESIGN-BUILD DESIGN, ENGINEERING & PERMITTING PAST PERFORMANCE (REF 12.6)

Gensler

OC HEALTH CARE AGENCY

COUNTY OF ORANGE LAB & HEALTHCARE FACILITY | DESIGN-BUILD DELIVERY | IRVINE, CA

The County of Orange engaged a Design-Build team, with Gensler leading the design, to create a new Healthcare Campus to serve the local community. The clinical related services includes programs such as Emergency Medical Services, Compounding Pharmacy, a BSL-3 level Public Health Laboratory as well as multiple administrative spaces.

Located across from the Orange County Great Park, the wing-shaped portion of the building references the history of the former Marine Corps Air Station while the bronze and copper architectural elements reference the colors and textures within the landscape. Additionally, the two-story daylit lobby displays colorful branding elements that reflect the local community and proudly display the mission & values of Orange County.

The Design-Build team met all the County programmatic requirements and designed the space to facilitate flexibility for day-to-day use and disaster response mode. The team strategically developed a building that minimized developed site area to allow space for a future building. Shared spaces such as conferencing spaces and break areas for all the building occupants are located centrally for efficiency and allow the team to reduce the building square footage.

This Design-Build project for the County sets a new standard for the delivery method while delivering a high-level of design and functionality for the community it serves.

The original program from the County had the project located into multiple buildings. Our approach consolidated departments into a single building with a common entrance. The result was a more efficient building with less surface area, lower energy cost and improved daylighting, all while fostering community and supporting long-term flexibility.

The Design-Build team worked closely with the Client from the start of the project to manage the design and construction phases of the project efficiently. This delivery method allowed early engagement with trade partners to achieve a higher degree of integration earlier in the design process while working within schedule and budget constraints. Extensive stakeholder engagement with building operations and user groups allow for establishment of clear purpose and early consensus throughout the project. The team utilized tools such as pull-planning, risk/opportunity logs, budget trackers, compliance logs, etc. to manage the design process and maintain the budget while continually striving for a high-level of design that reflects the County of Orange.

DESIGN-BUILD NATIONAL AWARD OF MERIT DBIA

Winner in the Federal/County/ State and/or Municipal category

REFERENCE

Dave Ahern, CCM, PMP, CSI
Project Manager, OC Public Works
OC Facilities Design & Construction Management | A&E Project Management
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KEY GENSLER TEAM MEMBERS

Nathan Kim, Nicholas Acevedo, David Johnson, Nahid Akram, Michael Robins, Riley Poblete

DESIGN-BUILD DESIGN, ENGINEERING & PERMITTING PAST PERFORMANCE (REF 12.6)

SAN BERNARDINO COUNTY DEPARTMENT OF BEHAVIORAL HEALTH TREATMENT CAMPUS

5-BUILDING CAMPUS | PROGRESSIVE DESIGN-BUILD | VICTORVILLE, CA

Snyder Langston and Gensler are partnering with San Bernardino County Project and Facilities Management Department to deliver a new behavioral health campus that supports treatment, residential care, and long term recovery. From the outset, the team created an integrated working environment with County leadership and specialized user groups to understand operational needs, security requirements, and the County's commitment to a dignified and restorative model of care. Collaborative workshops established shared priorities and improved program clarity, which ultimately produced long term value and created a multi acre land bank with an estimated value of more than three million dollars.

Early evaluations showed that the original program called for more buildings and a larger campus footprint than the site, schedule, and budget could efficiently support. Working jointly with the County, the design build team developed a streamlined plan that maintained all required functions while removing unnecessary duplication. This consolidation simplified permitting, improved construction sequencing, and preserved flexibility for future expansion. Iterative design coordination, early package development, and structured stakeholder reviews kept the schedule predictable and supported timely decision making.

Cost stewardship remained a core focus throughout development of the Guaranteed Maximum Price. The team used continuous estimating, benchmarking, and evaluation of design alternatives to keep scope aligned with the County's financial goals. Consolidated support functions, optimized building footprints, and strategic planning reduced capital cost while enhancing operational efficiency. The resulting land bank provided significant added value and demonstrated responsible management of public funds.

The campus design supports the Small House Model, which organizes residential units into smaller clusters connected to shared Neighborhood and Community Centers. This creates a safe, calm, and supportive environment for residents and staff. Climate responsive strategies such as thermal mass concrete, shaded outdoor areas, natural ventilation, and drought tolerant landscaping improve comfort while reducing operating costs. Security needs were addressed through a layered approach using discreet measures including anti ligature hardware, population separation strategies, secure withdrawal units, and electronic monitoring.

The project demonstrates the team's ability to deliver complex civic facilities through integrated design and construction, proactive communication, and disciplined cost and schedule management. These qualities directly align with the priorities of the Orange County Vector Control District and reflect how Snyder Langston and Gensler will approach delivery of the District's new headquarters.

REFERENCE

Gil Rios, Supervising Project Manager
San Bernardino County
(909) 387-5000 |gil.rios@pfm.sbcounty.gov

DESIGN-BUILD DESIGN, ENGINEERING & PERMITTING PAST PERFORMANCE (REF 12.6)

Gensler

SADDLEBACK COLLEGE CULINARY & AUTO TECHNOLOGY COMPLEX @ ATEP
57,600 SF | SOUTH ORANGE CCCD | IRVINE, CA

Gensler is working with Saddleback College and the South Orange CCCD to develop the Culinary Arts and Auto Technology Program. Located on the former Tustin Marine Corps base, the ATEP is a collaboration between Irvine Valley College and Saddleback College. The goal is to create a campus that prepares students for current and emerging technology careers in collaboration with business and industry leaders.

The new home for Saddleback's Auto Tech and Culinary Arts was programmed with input from industry partners to account for future needs.

Saddleback @ATEP will provide innovative learning spaces that mimic modern workplaces, employ state-of-the-art technology and equipment, and build public-private partnerships with industry to ensure that Saddleback College students in the CTE programs will be highly sought and part of the highly trained workforce of the future. The program spaces will include lab space, instructional classrooms and division offices as well.

A key part of the planning and programming process for the new home of Saddleback's Auto Technology and Culinary Arts programs was the strategic engagement with a core team of industry partner advisors. This advisory group was comprised of Gensler's clients and partners and contacts from the College. Input from industry experts was an important factor for this project in order to be on the cutting edge of future forecasting, changing industry needs and evolving industry expectations. Our advisory groups met for multiple workshops, including one early in the process to inform the project vision and later in the process to provide further input. This engagement resulted in a solution with built-in flexibility to address changing industry and curriculum needs, such as flexible demonstration labs, outdoor classrooms, mobile equipment and integrated virtualization.

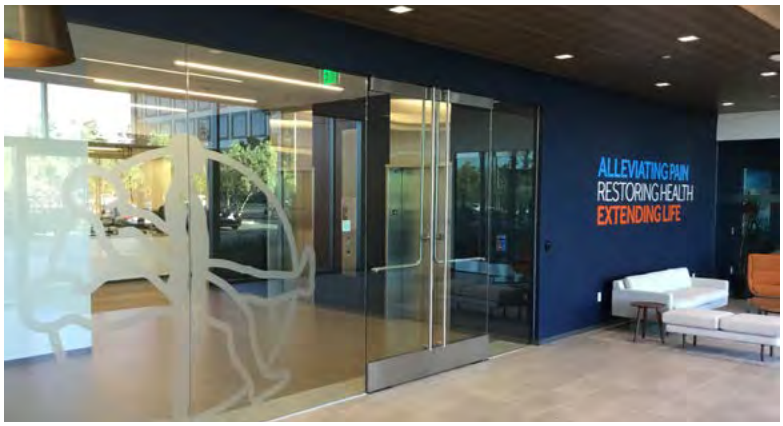
REFERENCE
Matt Biltch, Project Manager, Facilities Planning
South Orange County Community College District
949.348.6041 | mbiltch@socccd.edu

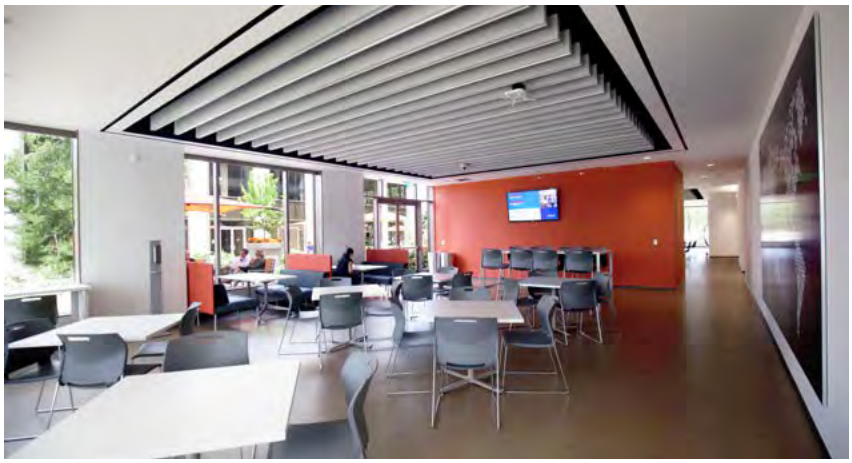
KEY GENSLER TEAM MEMBERS
Nathan Kim, Nicholas Acevedo, David Johnson,
Nahid Akram, Michael Robins, Riley Poblete

DESIGN-BUILD DESIGN, ENGINEERING & PERMITTING PAST PERFORMANCE (REF 12.6)

MEDTRONIC HEADQUARTERS

INTEGRATED DELIVERY | IRVINE, CA





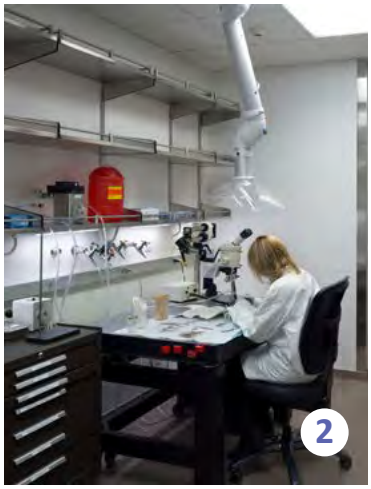
Medtronic is one of the largest medical device companies in the world, and Gensler has partnered with the organization on more than ten projects across the United States and internationally. For the Irvine Brain Business Center, Snyder Langston and Gensler worked as an integrated design and construction team to deliver a 100,000 square foot workplace that includes 20,000 square feet of specialized lab space. The project reflects Medtronic's global workplace standards and supports the company's transition toward a more innovative and technology driven culture.

Working closely with Medtronic leadership, the team used workplace strategy to help define project goals focused on promoting collaboration, accelerating decision making, and supporting a culture of inclusion and creativity. The resulting environment provides flexible work settings, strong visual identity, and improved connectivity between lab and office functions. Sustainable strategies were incorporated to support Medtronic's environmental goals.

The fast track nature of the project required tight integration between design and construction from the outset. Snyder Langston and Gensler coordinated closely to streamline documentation, provide continuous estimating, and validate constructability in real time. Material selections prioritized availability and performance to support the schedule. This unified approach allowed the team to meet an aggressive move in date while maintaining budget alignment and design intent.

The project demonstrates how an integrated design builder model supports efficient communication, predictable decision making, and high quality outcomes for complex technical environments.

DESIGN-BUILD CONSTRUCTION PAST PERFORMANCE (REF 12.7)



1. Porsche Experience Center, Carson **2.** Cal Tech Marcus Meister Laboratory, Pasadena **3.** Orange County Employees Retirement System Headquarters, Santa Ana *(Gensler)* **4.** San Bernardino County Department of Behavioral Health Comprehensive Treatment Campus, Victorville *(Gensler)* **5.** RUHS Wellness Village, Mead Valley **6.** Los Angeles Air Force Base Space & Missile Systems, Los Angeles **7.** Orange County Animal Care, Tustin **8.** John Wayne Airport Common Use Passenger Processing System, Santa Ana **9.** East Orange County Water District HQ, Orange **10.** Flying Leathernecks Aviation Museum, Irvine | *Not pictured: Mater Day High School Aquatics Building, Santa Ana; John Wayne Airport Maintenance Facility, Santa Ana*

DESIGN-BUILD CONSTRUCTION PAST PERFORMANCE (REF 12.7)

OC ANIMAL CARE

$44M | ORANGE COUNTY FACILITY | DESIGN-BUILD DELIVERY | TUSTIN, CA

Project Summary
The OC Animal Care facility was delivered for the County of Orange through an integrated design build approach. The project included new buildings, public and staff support areas, site improvements, and construction of a new major street and utility infrastructure. Early alignment with County operations, technical staff, and facilities groups established a clear path for coordinated delivery.

a. Past Performance and Issue Resolution The project required approvals from both the County of Orange and the City of Tustin. To keep parallel reviews on track, the team established a unified submittal schedule and maintained consistent communication with both agencies. A mid-project program update led to owner driven scope changes. The design build team responded with real time estimating and early trade partner input to revise the design quickly and maintain budget and schedule alignment. Structured design reviews provided clear checkpoints for resolving issues and integrating user feedback.

b.i. Construction Sequencing Major trade partners were engaged at project award, allowing construction expertise to guide early design and site logistics. Street improvements and utility tie ins were sequenced first to open full site access and reduce disruption. BIM supported trade coordination and informed efficient installation of building systems. Updated sequencing plans allowed the team to maintain momentum during program changes.

b.ii. Change Order Management Change orders were managed through transparent cost validation and continuous estimating. When scope adjustments occurred, the design build team provided rapid cost and schedule impacts so the County could make informed decisions. Early trade involvement reduced downstream changes and kept overall change orders to a minimum.

b.iii. Configuration, Commissioning, and Testing Specialized systems for HVAC zoning, animal care environments, and utility distribution were coordinated in BIM to minimize field conflicts. Commissioning followed a structured process with early involvement from County reviewers and trade partners. System testing, training, and operational verification were completed before occupancy to support a smooth transition to County staff.

Relevance to the OC Vector Control District
The OC Animal Care project demonstrates the team's ability to manage multi agency permitting, control cost and schedule during scope changes, sequence construction to minimize disruption, coordinate complex systems, and deliver a fully commissioned facility. These capabilities directly support the District's expectations for predictable, integrated design build performance.

KEY TEAM MEMBERS:
Rick Cavecche, Yale Kim

DESIGN-BUILD CONSTRUCTION PAST PERFORMANCE (REF 12.7)

RUHS WELLNESS VILLAGE

DESIGN-BUILD DELIVERY | MEAD VALLEY, CA

Project Summary RUHS Wellness Village is a five building behavioral health campus delivered through an integrated design build process for Riverside County. The program brings together urgent care, outpatient services, residential treatment, rehabilitation spaces, and community support functions. The project required coordination among multiple County departments and law enforcement, making it directly relevant to the District's needs for secure, multi functional civic environments.

a. Past Performance and Issue Resolution The campus required close coordination with Behavioral Health staff, medical operators, and the Sheriff's office. Security, patient safety, and operational needs shaped planning across all buildings. The County relocated the entire campus site late in design development. The design build team used target value delivery, real time estimating, and joint decision sessions to replan the five building campus quickly while maintaining GMP alignment. Program expansion, including the addition of a fourth floor to the main building, was managed through structured reviews that kept downstream changes minimal. Early GMP lock required careful escalation and procurement planning.

b.i. Construction Sequencing Trade partners were engaged at project award, allowing early logistics planning and sequencing of the entire campus. Infrastructure and utility corridors were prioritized to enable concurrent building construction. BIM coordination supported conflict free installation across multiple buildings and systems. Sequencing allowed phased commissioning without disrupting ongoing work.

b.ii. Change Order Management Continuous estimating and early trade input supported rapid evaluation of program changes. Scope adjustments and site relocation were reviewed for campus wide impacts, reducing chain reaction revisions. The structured design review cycle kept decisions timely and minimized change order volume relative to the scale of the campus.

b.iii. Configuration, Commissioning, and Testing All buildings require specialized behavioral health and clinical systems. BIM coordination reduced field conflicts and ensured alignment of utilities and life safety networks across the campus. Commissioning will be phased by building and system type, with early involvement from County staff and operators. Training and testing will ensure readiness before occupancy and supported smooth activation.

Relevance to the OC Vector Control District *RUHS Wellness Village demonstrates the team's ability to deliver a large, multi building civic campus with complex operational, security, health, and stakeholder requirements. The project shows proven capability in campus wide sequencing, GMP management during changing conditions, multi agency coordination, and commissioning of interconnected buildings and systems. These lessons directly support the District's priorities for predictable delivery, disciplined cost control, coordinated operations, and long term facility performance.*

REFERENCE

Melissa Noone, Administrative Services Manager
Riverside University Health System
951.358.4554 | mnoone@ruhealth.org

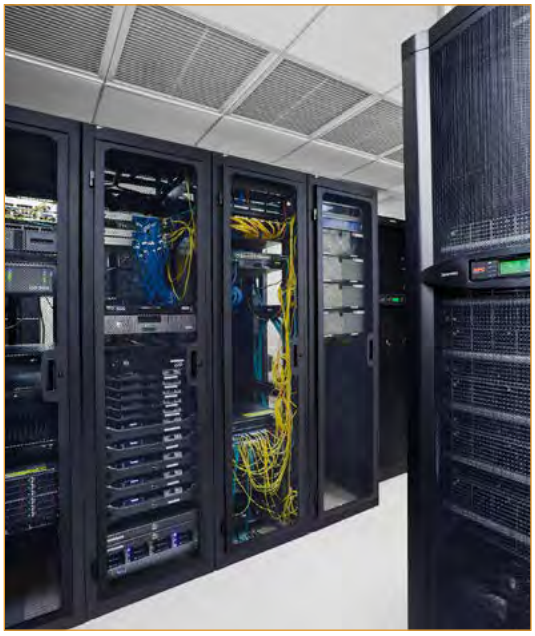
SNYDER LANGSTON KEY TEAM MEMBERS:

Bryan Hatch, Josh Cortez, Yale Kim, Hunter Cluse

DESIGN-BUILD CONSTRUCTION PAST PERFORMANCE (REF 12.7)

JOHN WAYNE AIRPORT COMMON USE PASSENGER PROCESSING SYSTEM & MAINTENANCE FACILITY

DESIGN-BUILD DELIVERY | SANTA ANA, CA



Project Summary The Common Use Passenger Processing System (CUPPS) project delivered a new centralized technology platform for ticketing, gates, baggage tagging, and self-service kiosks across all terminals at John Wayne Airport. The work combined complex software and hardware integration with renovations to active passenger processing areas, requiring precise coordination with airport operations, airline IT groups, security teams, and system vendors. The P3 structure required predictable cost, schedule, and performance outcomes, aligning closely with the District's priorities.

a. Past Performance and Issue Resolution The project required alignment across multiple stakeholders including JWA IT, Sheriff's Department, airport operations, and individual airline IT groups. The centralized system had to interface reliably with each airline's proprietary servers while maintaining strict data security. The team managed overlapping scopes of physical renovation and system integration by using weekly multi agency coordination meetings and real time decision tracking. Redundant head end systems were implemented to resolve reliability concerns identified during testing. Work in active terminals required continuous operational awareness and adjustments to minimize disruption to passenger flow.

b.i. Construction Sequencing Sequencing prioritized technology backbone installation, followed by phased deployment of thin clients, printers, scanners, kiosks, and display systems at gates and ticketing locations. Renovations to millwork, flooring, and electrical infrastructure were staged during off peak hours to maintain terminal operations. System cutovers were planned building by building to ensure continuous airline service while bringing new systems online.

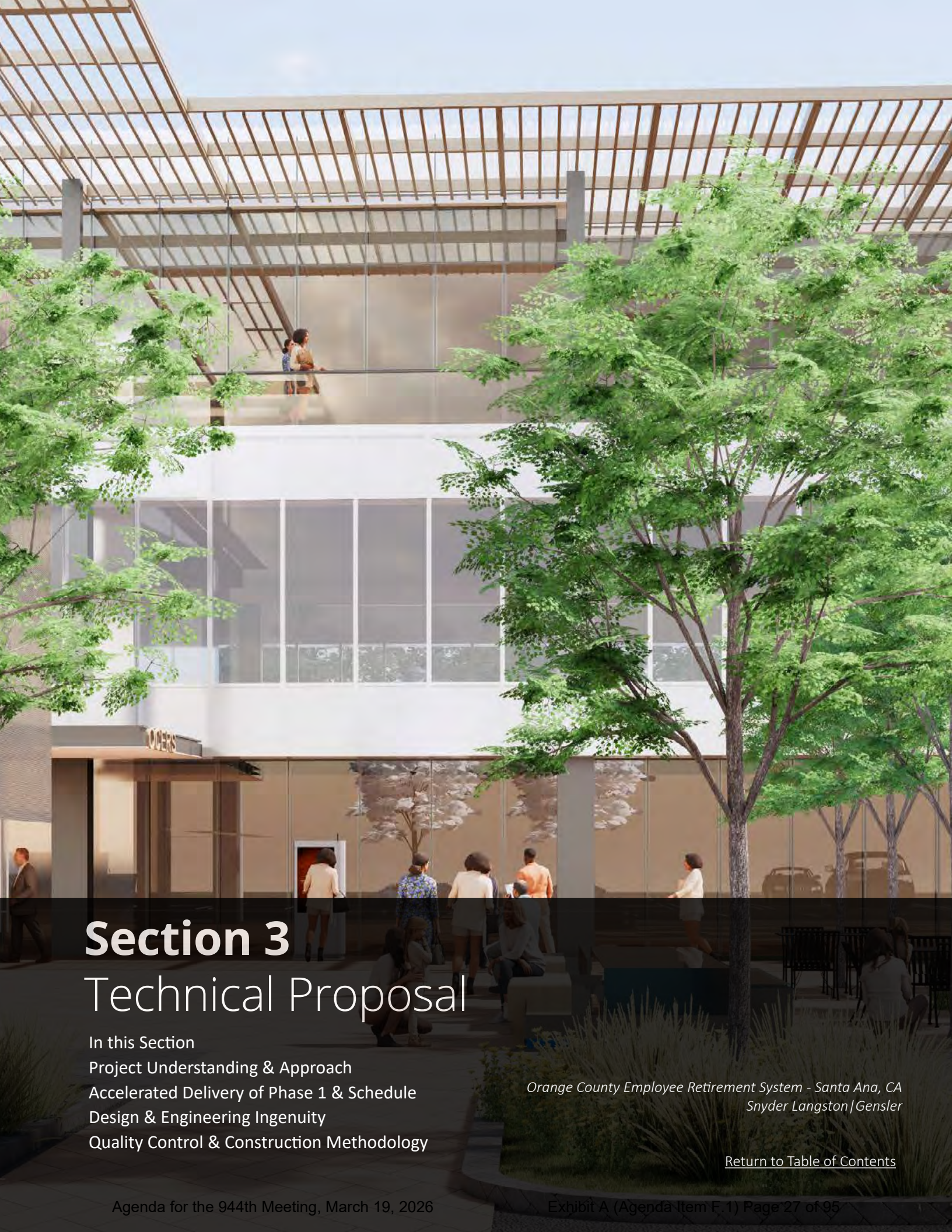
b.ii. Change Order Management Change orders were minimized through early involvement of system vendors and airline IT representatives. Continuous estimating allowed the team to validate impacts of requested functionality adjustments, particularly as airlines refined integration requirements. Clear documentation and rapid coordination kept scope stable and maintained budget alignment.

b.iii. Configuration, Commissioning, and Testing The CUPPS platform required extensive configuration, integration testing, and failover validation across all terminals. Redundant head end systems and server clusters were tested to confirm uninterrupted service. Airline agents, airport staff, and Sheriff personnel were trained on system use and emergency procedures. All interfaces were verified before full system activation.

Relevance to the OC Vector Control District *The CUPPS project demonstrates the team's ability to integrate complex systems in an active operational environment, coordinate across multiple agencies, manage electronic and physical security requirements, and deliver reliable, fully tested technology infrastructure. These capabilities directly support the District's expectations for predictable, high quality design build performance.*

SNYDER LANGSTON KEY TEAM MEMBERS:

Rick Cavecche



Section 3
Technical Proposal

In this Section

Project Understanding & Approach
Accelerated Delivery of Phase 1 & Schedule
Design & Engineering Ingenuity
Quality Control & Construction Methodology

Orange County Employee Retirement System - Santa Ana, CA
Snyder Langston|Gensler

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PROJECT UNDERSTANDING & APPROACH (REF 10)

The design of the renovation of the Orange County Mosquito and Vector Control District (OCMVCD) Campus will provide the opportunity for OCMVCD to fulfill its mission through the creation of an operational campus that co-locates shared operations between departments and promotes crossover for collaboration. The re-imagined OCMVCD campus will create an organizational framework that capitalizes on existing infrastructure, supports operational continuity during construction, and accommodates future growth.

Our team are experts at working with organizations early in the design process to determine the best ways to strategically organize and design spaces to improve communication, think creatively and allow staff to realize their full potential. We work with staff and leadership through visioning sessions to determine a set of core principles that carry through the entire project to create an overall workplace environment that attracts staff, promotes excellence, and is a pleasure to inhabit daily. Our delivery approach begins with early integration of trade partners to inform cost, schedule, and constructability from day one. Through transparent budgeting and progressive budgeting milestones, we will ensure the OCMVCD has clear cost certainty throughout the project. Stakeholder workshops and programming sessions will embed leadership and end users directly into the design process, ensuring that facility planning reflects operational realities including the unique needs of your lab, fleet management, maintenance, and support of your administration staff.

YOUR SPACE

Your space should align with your mission to educate and protect Orange County from vectors and prevent vector-borne diseases in an environmentally responsible manner for the next fifty years.

WHAT THIS MEANS. . .

Purpose:

The goal is to create a space that celebrates the dignity of public service, fosters community, and enables people to do their best work effectively and efficiently.

How:

We can begin to achieve this through clear access, secure arrival points, and strengthened connectivity between departments, buildings, and the site as a whole. We will develop a site plan focused on operational efficiency by leveraging existing buildings and removing those that create barriers to effective operations or do not serve the County well. This approach will help minimize overall project costs.

Observations / Challenges:

- Staffing fluctuates between 70 and 120 people during peak season (May–November) requiring flexible space that can accommodate the peak load.
- The current “car circus” and maze-like circulation wastes space between buildings. We need to understand the operational flow of vehicles, including morning pick-up of equipment and chemicals, and afternoon return for unloading, cleaning, changing, and showering.
- Multiple gateways create confusion and compromise site security, leading to theft issues.
- There is a need to support a culture of collaboration. Space should accommodate morning operational gatherings with kitchen support. Could the boardroom double as a multi-use venue?
- Innovative use of space is essential—making the most of existing conditions while planning for the next 50 years. This includes right-sizing the program and solving vehicular circulation and parking challenges.

AN INNOVATIVE STRATEGY: A SITE-FIRST APPROACH

To address these challenges and position the organization for long-term success, we propose an innovative, site-first strategy that reimagines how space and operations work together.

- Introduce a courtyard typology with buildings and porches arranged around open space for parking and landscaped vehicle flow.
- Consolidate functions and minimize department relocations to create flexibility and efficiency.
- Maintain efficient site flow by clarifying access points, managing secure areas, and maximizing site space for movement and parking.
- Demonstrate environmental responsibility through street presence and site improvements that enhance arrival, functional flow, and community spaces—both indoors and outdoors.
- Leverage the Haster building for mixed uses, including current lab and hatchery functions, administrative and operational areas, and vehicular maintenance. Its simple, repetitive on-grade structure with good clearance can support multiple functions for years to come.
- Relocate chemical storage and car wash away from the main site entrance to reduce congestion.
- Move the Barn building to continue serving as covered vehicular parking, storage, and indoor/outdoor workshop space.
- Relocate administrative and operational functions into the Haster building to create space for expanded and consolidated lab functions. This includes infill between the two buildings along Garden Grove Boulevard to strengthen main access points on Haster Street. Expanding the existing lab building in place will save costs and minimize disruption.
- Strengthen the corner identity by building on the house-like form of the lab and administration buildings.

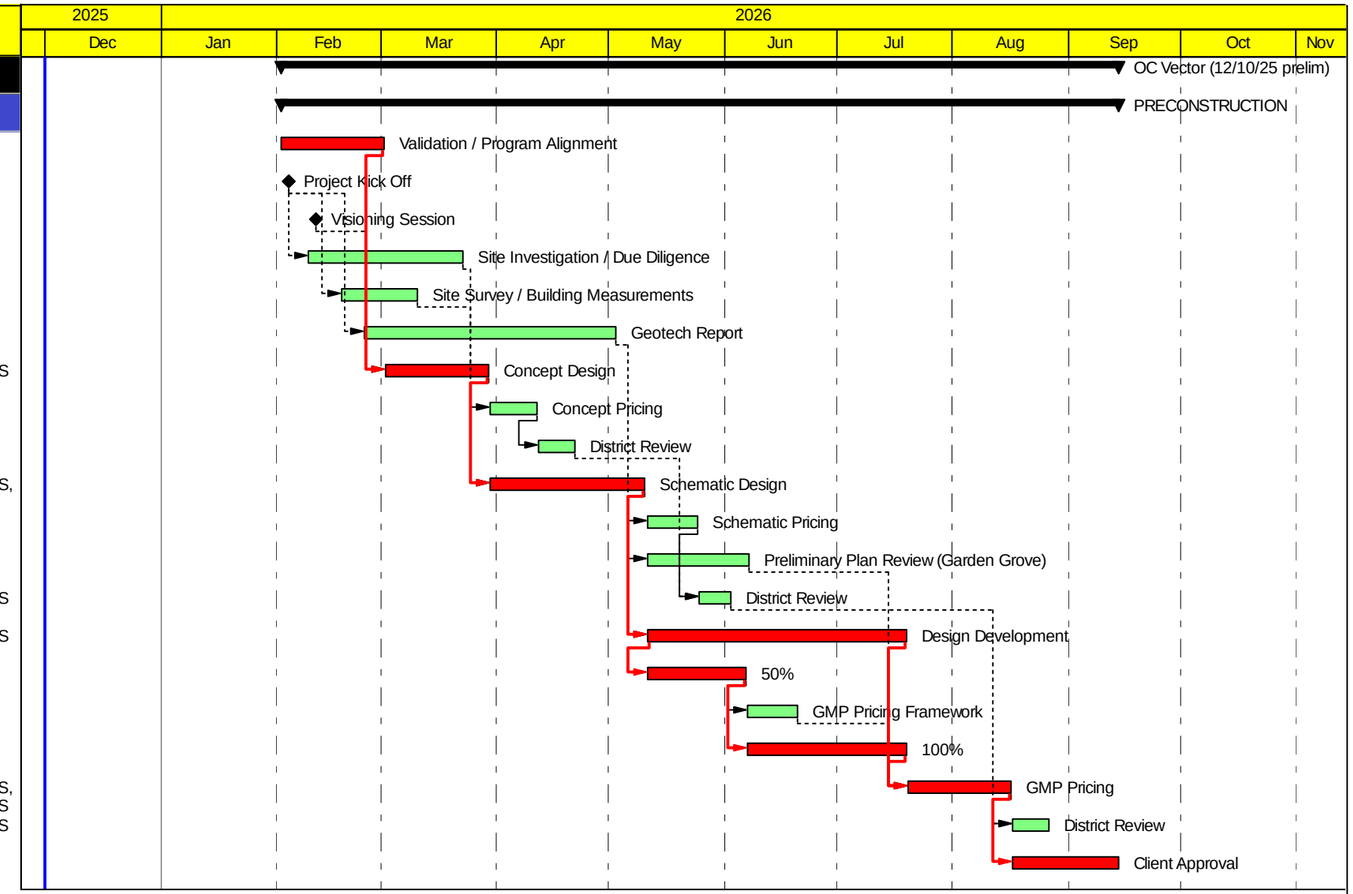
ACCELERATED DELIVERY OF PHASE 1

The project has set a completion goal of Phase 1 GMP obtaining approval by January 2027 with a target of completion of Design Development complete by October 2026. **Our team sees a path to earlier delivery with DDs complete by 7/19/2026 and the GMP established on 8/16/2026.** Snyder Langston and Gensler have developed a proven approach to schedule certainty through:

- Early Engagement: Initial Planning Staff engagement, permitting staff engagement for future early works package identification, Detailed Sitework and utility research, and early outline discussions for structural or services packages which can start procurement while design advances. These methods lead to accelerating delivery without compromising quality.
- Integrated BIM and Detailed Cost Models: Gensler's utilization of BIM models provide invaluable input which Snyder Langston's utilizes to provide input for the cost models and discussions with trade partners, ensuring design, procurement, and construction activities are aligned.
- Continuity of Staffing and Resources: Snyder Langston project executives and Gensler design principals and key staff will remain fully engaged through in Phase 1 and Phase 2. This continuity ensures efficiency, maintains institutional knowledge, and provides the project with a consistent, trusted point of contact throughout.

PHASE 1 SCHEDULE (REF 10)

Activity ID	Activity Name	Dur	Current Start	Current Finish	Predecessor Details
OC Vector (12/10/25 prelim)		225	02/02/26	09/14/26	
PRECONSTRUCTION		225	02/02/26	09/14/26	
D2000	Validation / Program Alignment	28	02/02/26*	03/01/26	
D2010	Project Kick Off	0	02/04/26*		
D2020	Visioning Session	0	02/11/26*		
D2100	Site Investigation / Due Diligence	42	02/09/26*	03/22/26	D2010: FS
D2110	Site Survey / Building Measurements	21	02/18/26*	03/10/26	D2010: FS
D2200	Geotech Report	68	02/24/26*	05/02/26	D2010: FS
D2300	Concept Design	28	03/02/26	03/29/26	D2000: FS, D2020: FS
D2310	Concept Pricing	13	03/30/26	04/11/26	D2300: FS
D2320	District Review	10	04/12/26	04/21/26	D2310: FS
D2400	Schematic Design	42	03/30/26	05/10/26	D2300: FS, D2100: FS, D2110: FS
D2410	Schematic Pricing	14	05/11/26	05/24/26	D2400: FS
D2500	Preliminary Plan Review (Garden Grove)	28	05/11/26	06/07/26	D2400: FS
D2510	District Review	9	05/25/26	06/02/26	D2410: FS, D2320: FS
D2600	Design Development	70	05/11/26	07/19/26	D2400: FS, D2200: FS
D2610	50%	27	05/11/26	06/06/26	D2600: SS
D2620	GMP Pricing Framework	14	06/07/26	06/20/26	D2610: FS
D2630	100%	43	06/07/26	07/19/26	D2610: FS
D2700	GMP Pricing	28	07/20/26	08/16/26	D2630: FS, D2500: FS, D2620: FS, D2600: FS
D2710	District Review	10	08/17/26	08/26/26	D2700: FS, D2510: FS
D2720	Client Approval	29	08/17/26	09/14/26	D2700: FS



Project Start	02/02/26
Project Finish	09/14/26
Data Date	12/01/25
Run Date	12/10/25

Page 1 of 1
TASK filter: All Activities

Orange County Mosquito & Vector Control District Campus Renovation
Preliminary Schedule - 12/10/2025
Snyder Langston
PHASE 1

- Remaining Level of Effort
- Actual Level of Effort
- Remaining Work
- Critical Remaining Work
- Actual Work

DESIGN AND ENGINEERING INGENUITY (REF 10)

Our team brings together design vision and engineering ingenuity to create spaces that are both beautiful and highly functional. For civic facilities, we focus on environments that foster transparency, accessibility, and community engagement while integrating advanced systems for resilience and sustainability. In specialized labs—such as those supporting public health or vector control—we combine precision engineering with adaptable design, delivering modular layouts, secure digital infrastructure, and fabrication zones that enable rapid innovation. This synergy ensures that every space we design, whether a government building or a high-performance laboratory, is future-ready and elevates the human experience while meeting complex technical demands.

YOUR FUTURE WORK

As the role of the workplace evolves, Government entities are now envisioning a far more dynamic and purpose-driven real estate strategy—one that positions civic campuses as future-ready hubs for public service, innovation, and resilience. Consolidating administrative functions for flexibility and co-locating the workplace with R&D, manufacturing and even event spaces fosters collaboration, well-being, and community interaction. Strategically preserving underutilized spaces for future use balances efficiency, sustainability and optimizes resources ensuring government spaces remain relevant and responsive to evolving community needs.

Ella B. Scarborough Community Resource Center, Charlotte NC

WHAT'S NEXT

ADAPTABILITY

Governments merge agencies and community services into shared multipurpose facilities designed to streamline operations, enhance accessibility, and make every square foot work harder. These new civic hubs are models of collaboration, efficiency, and community engagement.

SOCIALIZATION

Thoughtful design creates "collision points"—spaces where people can meet spontaneously, such as open lounges, café-style areas, and shared circulation zones. It also uses visual connectivity and flexible layouts to encourage movement and informal gatherings. These principles also support rapid shift in workforce size and evolving operational needs.

STRATEGIC ASSET PLANNING

Public agencies adopt long-term, regional approaches to manage aging infrastructure that includes asset management, master planning, and coordinated upgrades. This shift helps maximize budgets and prioritizes lasting community impact over short-term fixes.

YOUR FUTURE LAB

As labs increasingly function like high-performance data centers, they require environments that integrate advanced robotics, wet lab workflows, and secure digital infrastructure. These facilities must accommodate varied functions: precision biological research alongside server rooms equipped with robust cooling systems and shielded walls to protect sensitive data. Additionally, scientists and engineers often build their own tools to address specific research needs. Today's lab spaces are designed to make space for custom creativity. The lab of the future isn't just smarter. It's more connected, creative, and human — a place where science, technology, and culture converge to shape what's next.

Confidential Lab/Workplace, Redwood City, CA

WHAT'S NEXT

FLEXIBILITY

Labs are increasingly designed as flexible environments that can pivot quickly to meet evolving research needs. Modular layouts, plug-and-play utilities, and reconfigurable work zones allow scientists to shift between new tools and team structures.

INCLUSIVITY

Labs today are designed to support a wide range of disciplines and work styles, which ultimately lead to collaborative problem-solving. Employees can work side by side—creating environments that foster cross-disciplinary innovation.

HUMAN-CENTERED

Human-centered lab design focuses on creating environments that prioritize the well-being, safety, and productivity of researchers. This means elements such as natural light, ergonomic workstations, and intuitive layouts ensuring the space is not only functional but also comfortable and inspiring for the people who use it.

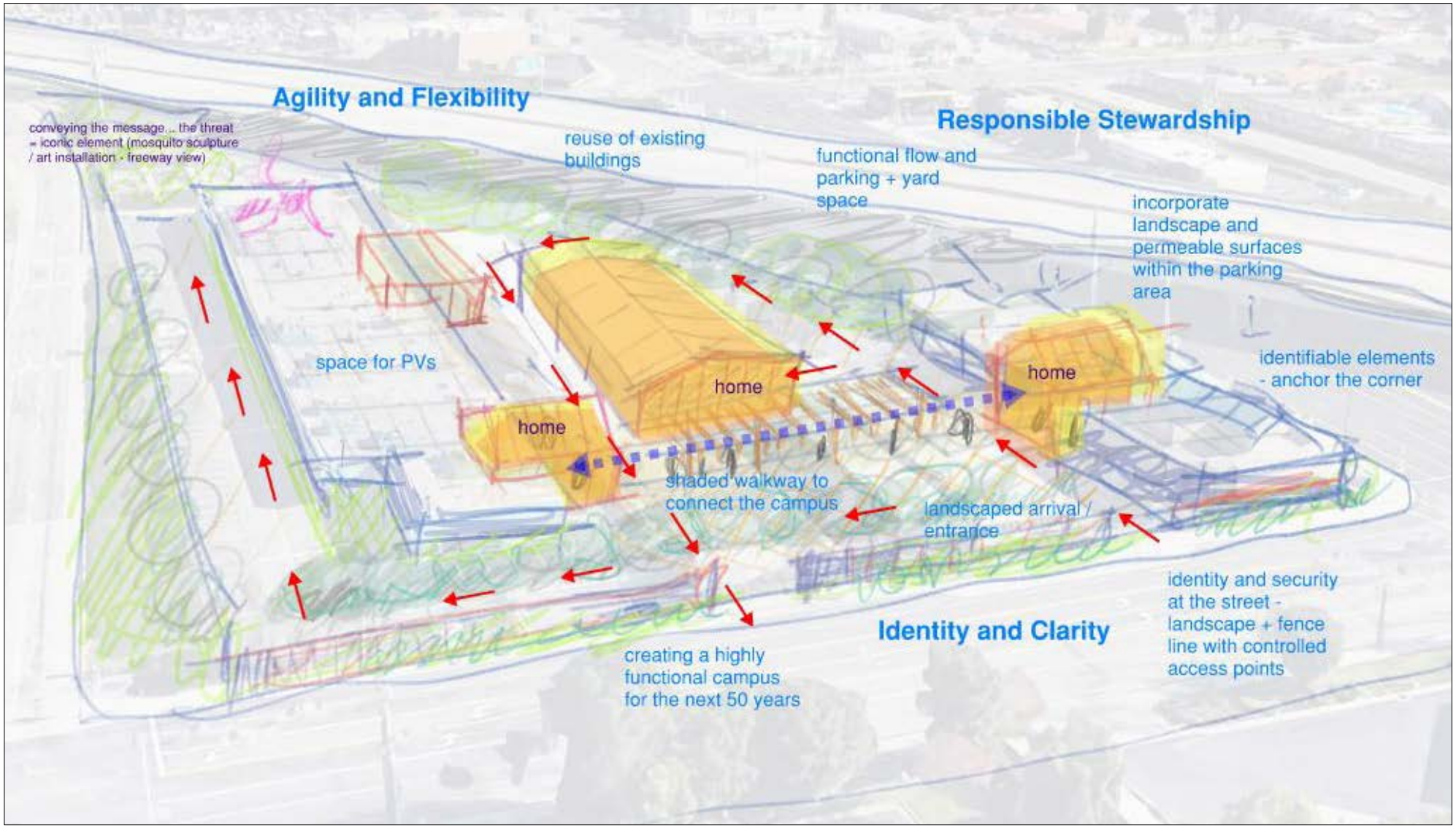
LINK
dialogueBLOG:
NEXT: Redefining Science Work for the AI and Machine Era

DESIGN AND ENGINEERING INGENUITY (REF 10)

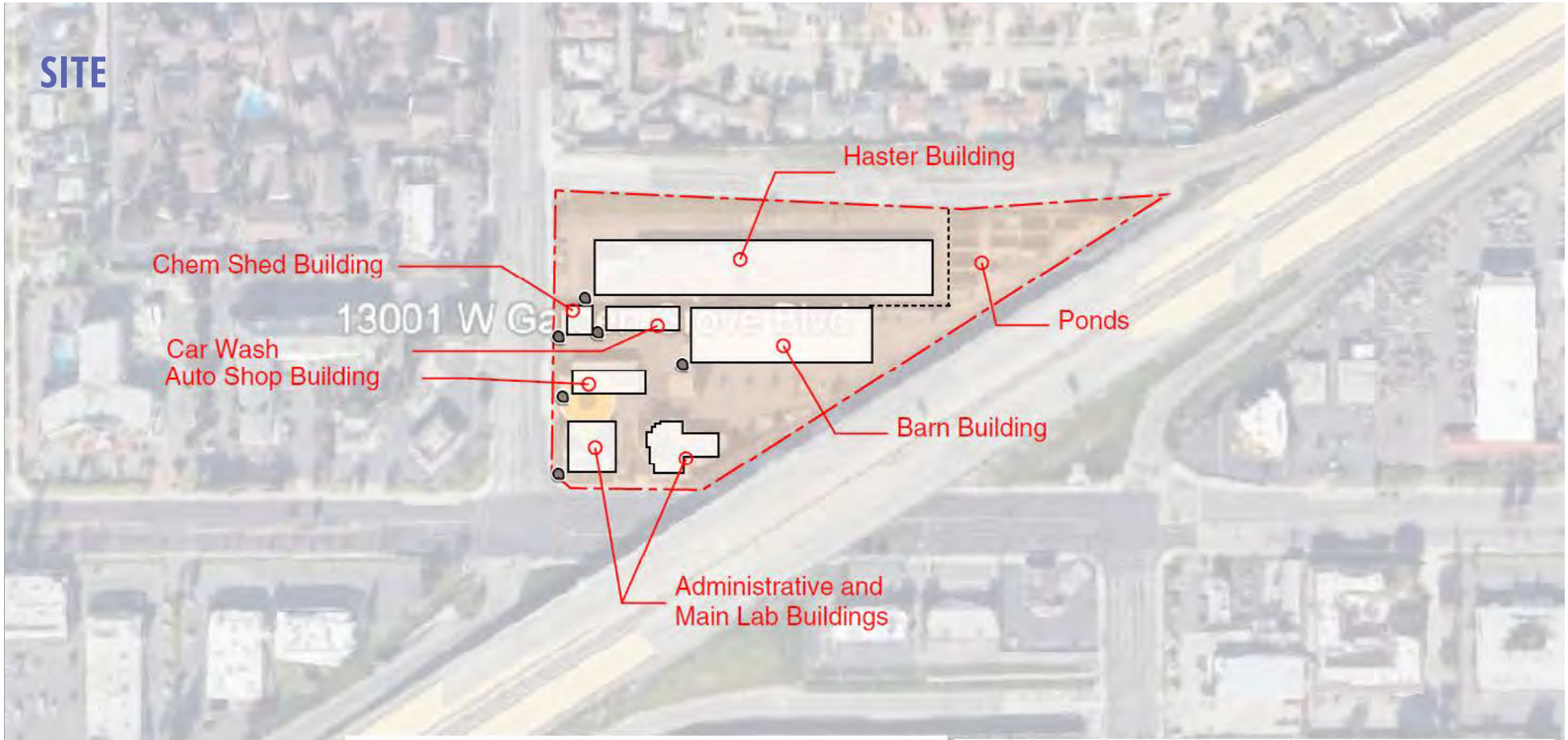
PURPOSE | *Create a space that celebrates dignity of public service, fosters community, and where people can do their best work.*

HOW | *Clarity of access / arrival / security and strengthened connectivity between departments, buildings, and site*

DESIGN AND ENGINEERING INGENUITY (REF 10)



DESIGN AND ENGINEERING INGENUITY (REF 10)



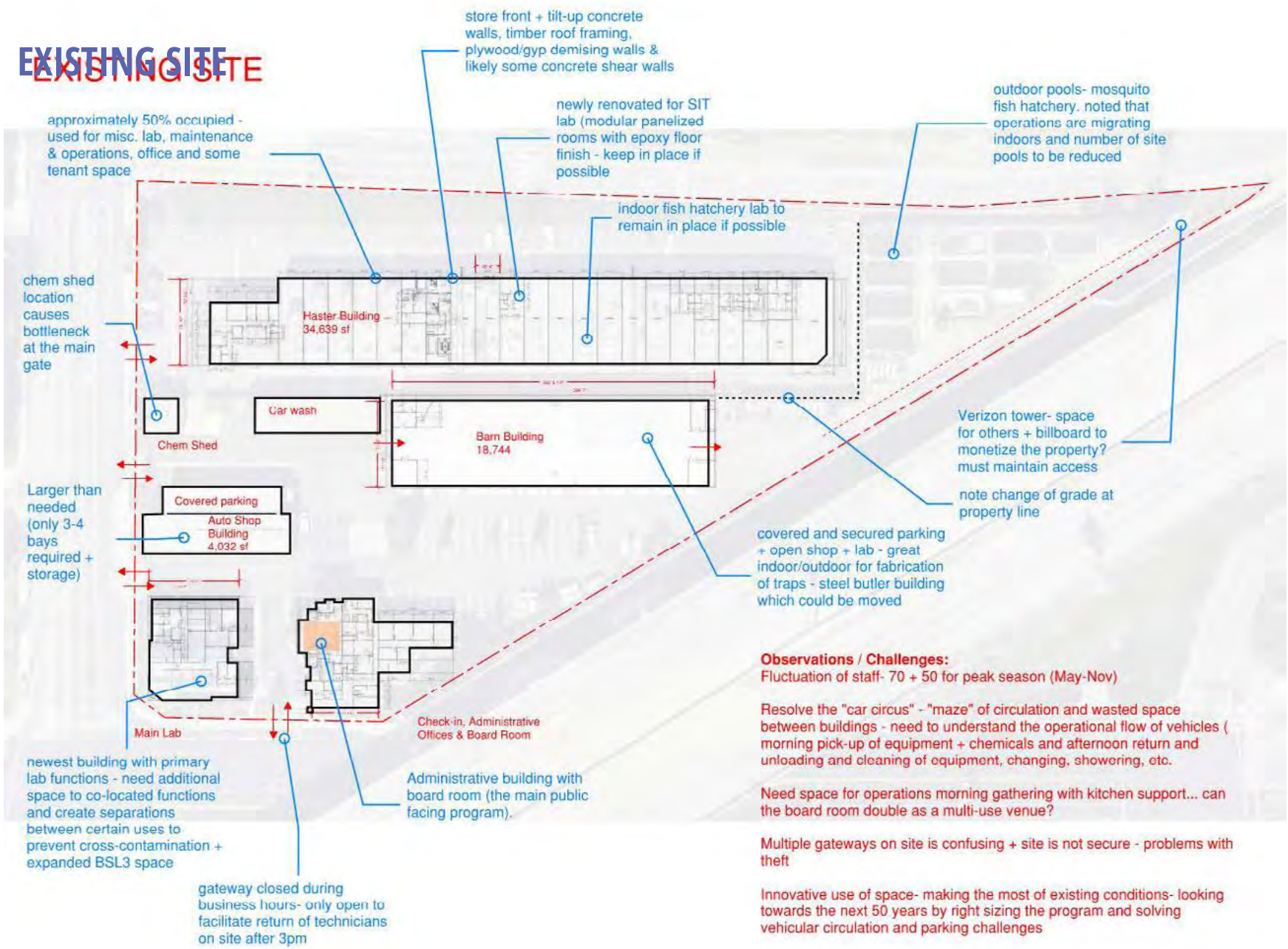
FCI Ranges and Description	
0 – 5%	In new or well-maintained condition, with little visual evidence of wear or deficiencies.
5 – 10%	Subjected to wear but is still in a serviceable and functioning condition.
10 – 30%	Subjected to hard or long-term wear. Nearing the end of its useful or serviceable life.
30% and above	Has reached the end of its useful or serviceable life. Renewal is now necessary.

Facility (year built)	Cost/SF	Total SF	Replacement Value	Current	3-Year	5-Year	10-Year
Administration & Main Lab Buildings (1970)	$1,800	11,776	$18,841,600	0.0%	0.4%	2.7%	8.5%
Auto Shop Building (1970)	$1,000	4,032	$4,032,000	0.0%	3.4%	5.8%	12.2%
Barn Building (1970)	$900	18,744	$16,869,600	0.0%	0.5%	1.9%	3.2%
Chem Shed, Laundry Room and Wash Bays Buildings (1992)	$900	3,850	$3,465,000	0.0%	0.2%	1.2%	7.0%
Haster Building (1972)	$1,200	34,639	$41,566,800	0.0%	2.7%	5.7%	8.0%

The following table summarizes the accessibility conditions of the general site and each significant building included in this report:

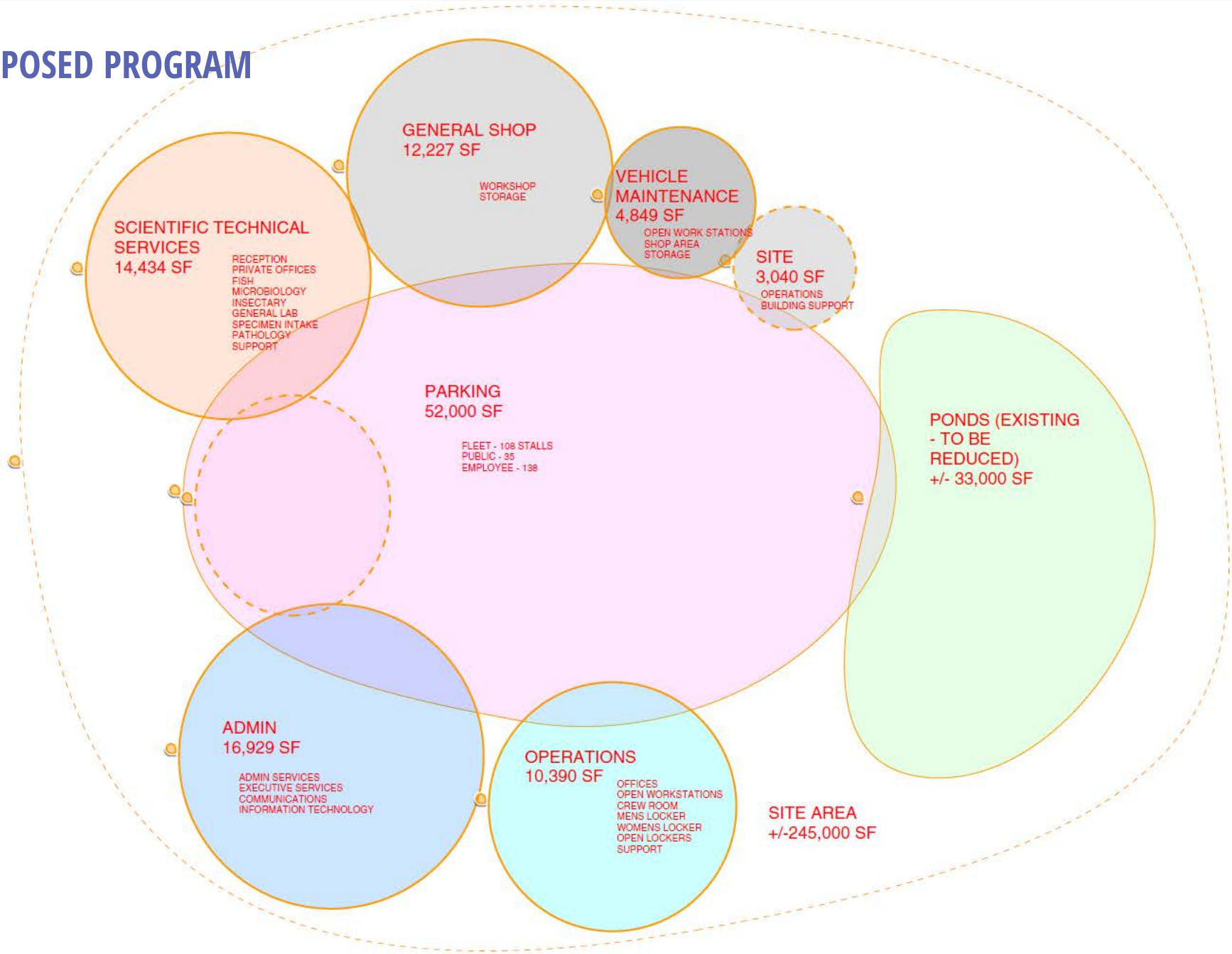
Accessibility Summary			
Facility	*Year Built/ Renovated*	*Prior Study Provided?*	*Major/Moderate Issues Observed?*
Administration and Main Lab Buildings	1970/1992	No	No
Auto Shop Building	1970	No	No
Barn Building	1970	No	No
Chem Shed, Laundry Room and Wash Bays Buildings	1992	No	No
Haster Building	1972/1995	No	No
Site	1970	No	No

DESIGN AND ENGINEERING INGENUITY (REF 10)



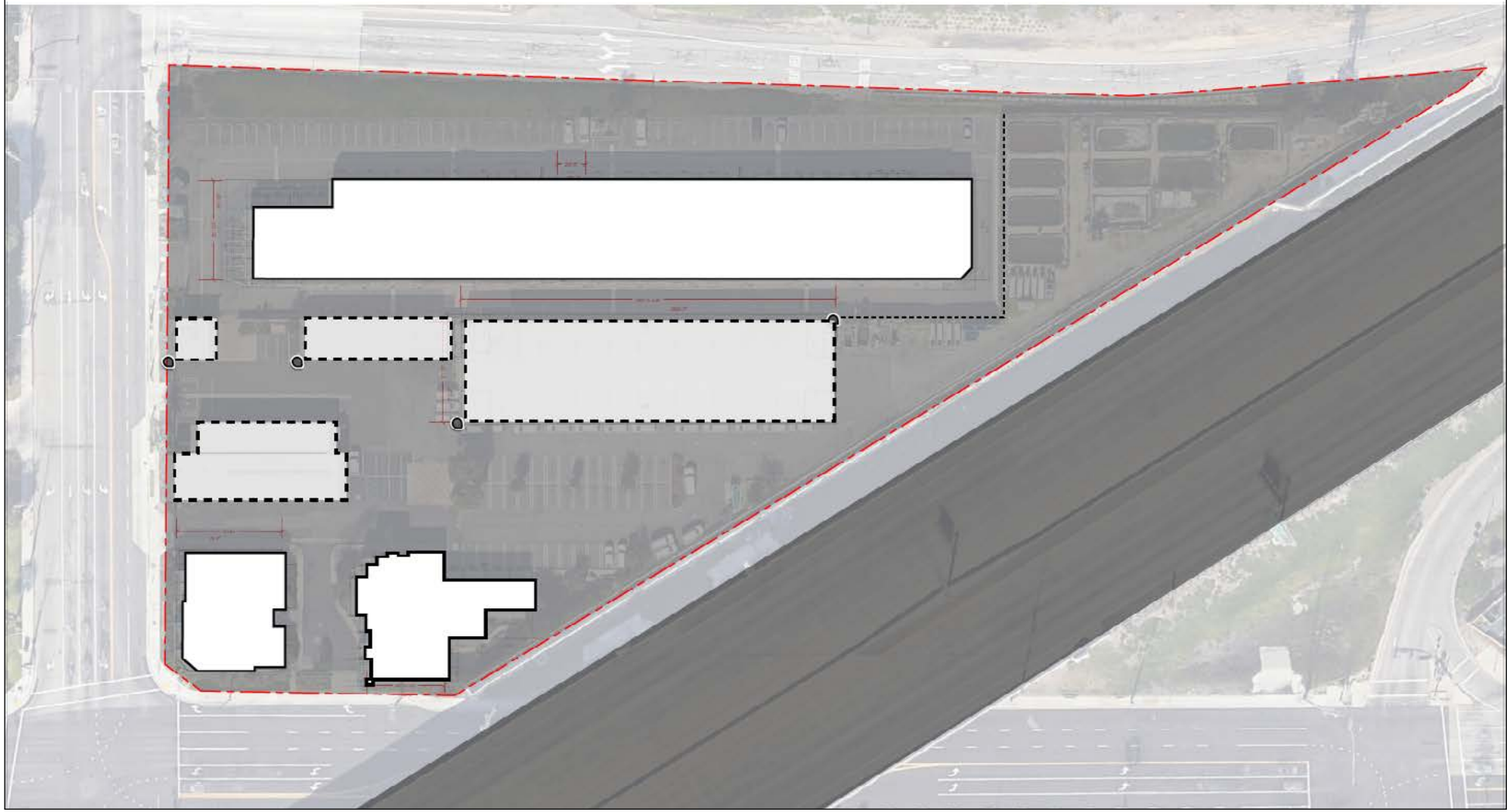
DESIGN AND ENGINEERING INGENUITY (REF 10)

PROPOSED PROGRAM



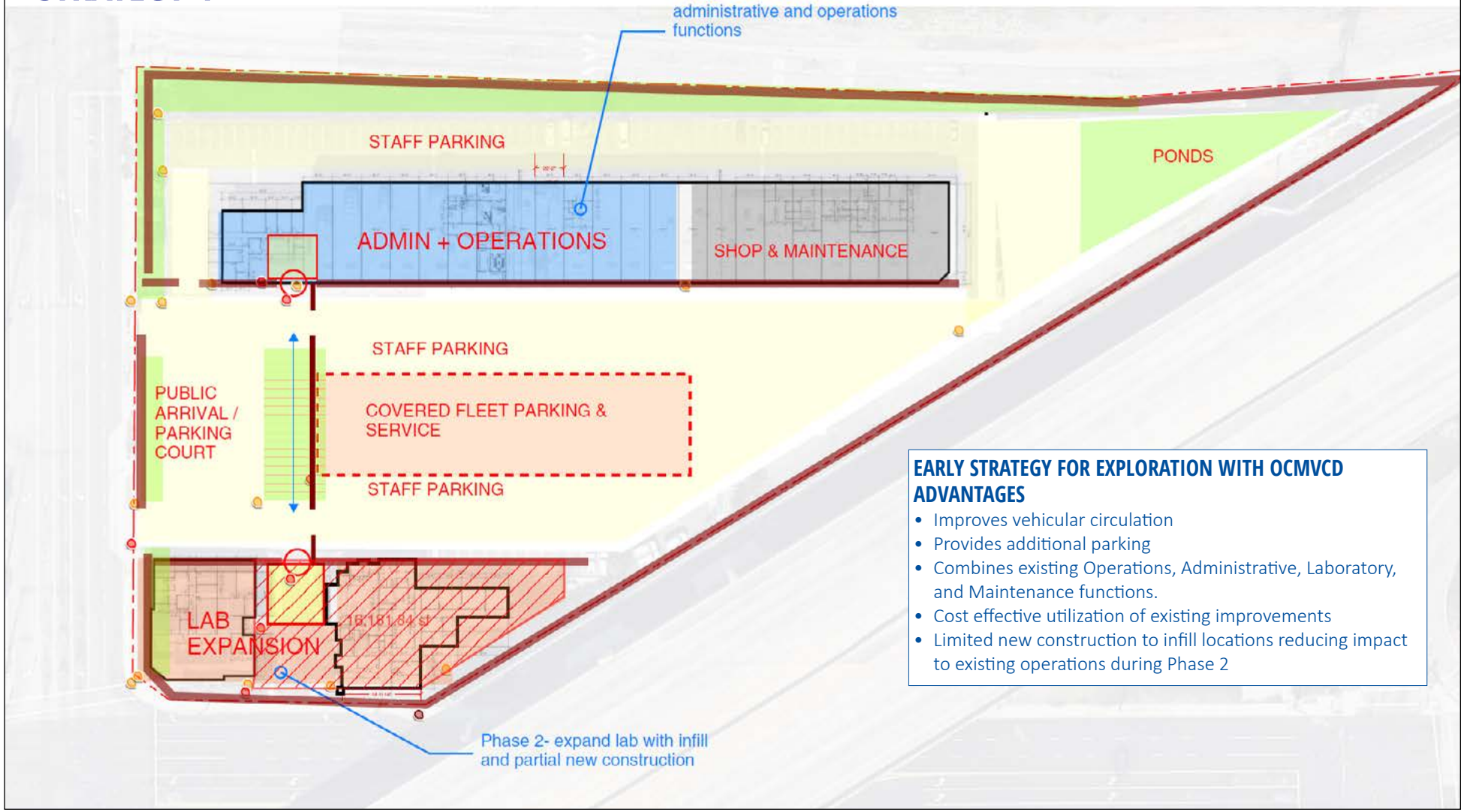
DESIGN AND ENGINEERING INGENUITY (REF 10)

BUILDINGS TO REMOVE OR RELOCATE



DESIGN AND ENGINEERING INGENUITY (REF 10)

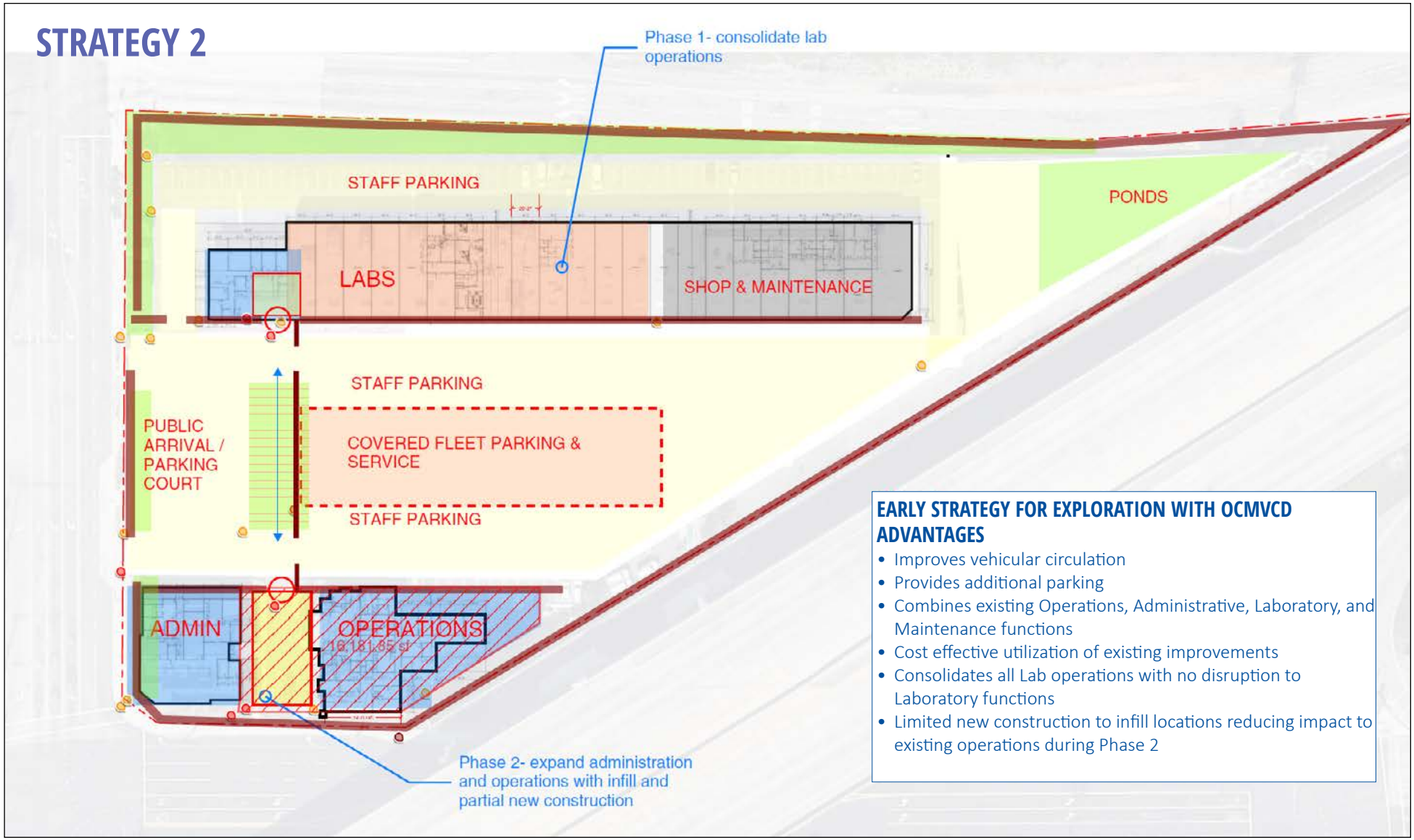
STRATEGY 1



EARLY STRATEGY FOR EXPLORATION WITH OCMVCD ADVANTAGES

- Improves vehicular circulation
- Provides additional parking
- Combines existing Operations, Administrative, Laboratory, and Maintenance functions.
- Cost effective utilization of existing improvements
- Limited new construction to infill locations reducing impact to existing operations during Phase 2

DESIGN AND ENGINEERING INGENUITY (REF 10)



EARLY STRATEGY FOR EXPLORATION WITH OCMVCD ADVANTAGES

- Improves vehicular circulation
- Provides additional parking
- Combines existing Operations, Administrative, Laboratory, and Maintenance functions
- Cost effective utilization of existing improvements
- Consolidates all Lab operations with no disruption to Laboratory functions
- Limited new construction to infill locations reducing impact to existing operations during Phase 2

QUALITY CONTROL & CONSTRUCTION METHODOLOGY (REF 10)

MANAGING PERFORMANCE AND APPROACH TO CONSTRUCTION

Snyder Langston approaches construction management with a focus on integration, transparency, and accountability. Our field leadership team will manage Phase 2 Work through detailed logistics planning, proactive scheduling, and open-book cost control. Construction methods will emphasize prefabrication, BIM coordination, and pull planning to improve efficiency and reduce risk.

We will maintain a comprehensive logistics plan updated throughout the project to guide site access, staging, vertical circulation, deliveries, and waste handling. Clear site boundaries, screened fencing, and phased work areas ensure a safe and professional environment. Innovative tools such as D-Profiler, A3 decision-making, and Lean Last Planner System will be deployed to align design decisions with construction feasibility and keep the project on time and on budget.

MANAGING PHASE 2 WORK IN THE FIELD

Our field operations are structured for discipline and predictability. Superintendents and project managers will lead daily safety huddles, weekly subcontractor meetings, and continuous quality reviews. BIM will be used for real-time clash detection and constructability validation, ensuring subcontractors install correctly the first time. An online delivery schedule and coordinated staging areas will minimize congestion on site.

MINIMIZING DISRUPTION AND MANAGING IMPACTS

Since the OCMVCD is an active operational campus, the site's proximity to community areas, and adjacent traffic requires thoughtful planning. Snyder Langston brings extensive experience managing construction on constrained, high-visibility sites. Our approach emphasizes proactive logistics planning, communication, and mitigation to reduce construction impacts on staff, neighbors, and infrastructure.

MITIGATION STRATEGIES INCLUDE:

- Utility Coordination – Early identification of conflicts, third-party utility workshops, and phased cutovers to avoid service interruptions.
- Right-of-Way Management – Flaggers, off-hour deliveries, and haul route planning to minimize traffic disruption along adjacent streets.
- Staff and Community Interface – Screened fencing, clear signage, and consistent communication with staff and neighbors to maintain a positive and respectful presence.
- Noise, Dust, and Vibration Control – Dust and noise monitoring to ensure impacts remain minimal and compliant.
- Traffic and Site Logistics – Dedicated access points, limited laydown areas, and off-peak scheduling of deliveries to reduce congestion and maintain safety

QUALITY CONTROL

Snyder Langston and Gensler share a unified Quality Control philosophy that starts at the earliest stages of design and continues through field execution. Together, our teams apply discipline, QA/QC processes, coordinated design reviews, and field-proven QC practices to ensure that the OCMVCD project is delivered with accuracy, durability, performance, and predictable cost and schedule outcomes.

DESIGN-PHASE QUALITY CONTROL

Gensler's design QA program is a structured, multi-layered system that ensures all documents are coordinated, accurate, and aligned with the project's goals. Key components include:

» Program Requirements Checklist | Confirms that all functional, spatial, and operational requirements are captured and carried forward consistently.

» Phase-Based Review Checklists | Detailed task lists for SD, DD, and CD phases that define responsibilities, milestones, and deliverables.

» BIM Execution Plan & Documentation Standards | Establishes modeling protocols, drawing organization, file structure, and coordination processes using Revit, Navisworks, and Bluebeam to support seamless communication between disciplines.

» Consultant Coordination Matrix | A living document maintained throughout design, tracking unresolved issues and confirming alignment across all disciplines.

- Budget Alignment Tools | Design-to-budget validation supported by real-time estimating from Snyder Langston ensures that decisions remain within the target value throughout design development.
- Internal QA Reviews | Senior technical leaders conduct independent document reviews to verify constructability, clarity, and coordination before issue.

These standards ensure the construction documents are complete, coordinated, and ready for efficient procurement and field execution—minimizing RFIs, rework, and downstream risk.

CONSTRUCTION-PHASE QUALITY CONTROL

Snyder Langston implements a rigorous QC program anchored in our Quality Management System. These systems have been proven over decades and are used on every project we deliver. Core elements include:

- Specification & Contract Document Compliance | Verification that installed work, materials, and shop drawings match contract requirements.
- Standardized Procedures & Documentation | Robust tracking of submittals, RFIs, inspections, mockups, equipment verification, and testing.
- Daily Work Verification & Field Inspections | Enforcing quality at the point of installation—not after the fact—to prevent rework and maintain schedule.
- Clear Communication & Reporting Standards | Daily reports, coordination meetings, photo logs, and issue tracking ensure transparency and accountability.
- Pre-Installation Conferences | Ensuring that trades coordinate scopes, understand details, and verify required conditions before work begins.

CONSTRUCTABILITY REVIEW METHOD – IDENTIFY, INVESTIGATE, IMPLEMENT

Our combined design–construction team applies a three-step constructability process supported by Snyder Langston's field expertise and Gensler's technical leadership:

- **Identify** | Review drawings, specifications, product data, and model elements at key milestones (concept, 50% DD, 100% DD, early CD) to flag conflicts or incomplete details. Independent third-party CheckSet reviews provide additional constructability insight before permit submissions
- **Investigate** | Evaluate solutions with the owner, design team, and key trades considering functionality, durability, cost, schedule, and maintenance implications.
- **Implement** | Approved solutions are incorporated into the construction documents and coordinated with trade partners. Prior to issuing bid documents, SL back-checks all constructability items to ensure trades bid on the cleanest, most complete drawings possible.

This process reduces RFIs, minimizes field changes, and provides the highest certainty of cost and schedule.

PROCESS CONTROL, SCHEDULE RELIABILITY & COST ALIGNMENT

Quality is inseparable from predictable delivery. Our methodology includes:

- A comprehensive project management work plan establishing tasks, approval paths, AHJ review cycles, and design/construction milestones.
- Lean schedule management including pull-planning, constraint management, and continuous monitoring of critical-path activities.
- Continuous estimating and design-to-budget alignment ensuring that Gensler's design direction remains synchronized with Snyder Langston's cost modeling.
- QA/QC Review Cycles
  - Process Reviews (daily field coordination by trade and SL supervision)
  - Discipline Reviews (system-specific coordination)
  - Constructability Reviews (SL + Gensler + trades + independent reviewers)

Even with rigorous QC embedded in daily work, final QA sweeps are performed as a last safeguard to catch any inconsistencies or oversights.

OUTCOME: HIGHER CERTAINTY IN PERFORMANCE, COST & SCHEDULE

By integrating Gensler's disciplined design QA program with Snyder Langston's construction QC system, OCMVCD receives:

- Better-coordinated drawings
- Fewer RFIs and field conflicts
- Greater cost and schedule predictability
- Higher-quality workmanship and materials
- A smoother path through permitting and inspections
- A more durable, reliable, and high-performing facility

This combined methodology ensures the new OCMVCD headquarters and operational facilities are delivered with the highest standards of technical execution, accountability, and long-term value.

b.i. SEQUENCING APPROACH TO MAXIMIZE EFFICIENCY & MINIMIZE DISRUPTION

Our sequencing philosophy centers on clarity, early work packaging, and Lean workflow planning to ensure efficient execution and smooth project transitions. For OCMVCD, our approach will include:

- **Integrated CPM Schedule** | A full CPM schedule incorporating design progression, permitting, procurement, utilities, construction, commissioning, and turnover. The schedule will be updated monthly and shared with all stakeholders
- **Early Work Packages** | Early utilities, grading, structural, or procurement packages initiated as soon as design maturity allows—supporting an accelerated Phase 1 delivery.
- **Pull-Planning / Last Planner System** | Trade partners collaboratively define durations, handoffs, sequences, and constraints, ensuring realistic commitments and mitigating downstream conflicts.
- **Clear Access, Site Logistics & Phasing Plans** | Defined access routes, temporary partitions, delivery windows, parking controls, and site safety protocols to minimize disruption to OCMVCD operations.

This integrated sequencing model has been successfully implemented on projects with similar operational, public-facing, and multi-agency coordination challenges.

b.ii TARGET VALUE DELIVERY (TVD) & CHANGE ORDER MANAGEMENT

Snyder Langston uses Target Value Delivery (TVD) as our primary tool to avoid change orders. Unlike traditional value engineering, which occurs after design is complete, TVD ensures that scope, design intent, constructability, and cost remain aligned at every stage. For OCMVCD:

- Real-Time Cost Modeling at each design checkpoint—ensuring the design stays within the established budget.
- Early Trade Partner Engagement to validate constructability and avoid scope gaps later.
- Design-to-Budget Decision-Making using Lean tools such as A3s and Choosing by Advantage.
- When change orders are necessary—for example, due to owner-driven scope updates or truly unforeseeable conditions—our process is transparent, disciplined, and fast:
- Immediate Notification to OCMVCD of potential impacts.
- Tracking Through PCOs/CORs with sequential numbering and approval dates to maintain schedule.
- Thorough Subcontractor Pricing Review to confirm accuracy, entitlement, and completeness.
- Full Transparency including all quotes, breakdowns, markups, and negotiations.
- Weekly CO Log Meetings to ensure alignment, avoid surprises, and maintain momentum.

In short: TVD minimizes change orders, and our structured CO management ensures that any required changes are handled responsibly and collaboratively.

b.iii CONFIGURATION, COMMISSIONING & TESTING

Our commissioning and activation strategy begins early—during design—and continues through turnover. For OCMVCD, this includes early Commissioning Agent engagement to verify performance criteria, system sizing, and sequence-of-operations during design, BIM Coordination to validate MEP system routing and prevent field conflicts,

staged commissioning, envelope integrity testing, mechanical systems start-up, electrical and life-safety testing, BAS integration and controls tuning, security and access control validation, functional performance testing of all critical building systems, owner training & documentation including O&M manuals, asset logs, warranties, and hands-on sessions for OCMVCD staff, final readiness & occupancy planning ensuring a clean turnover with minimal punch-list carryover.

This structured approach ensures seamless system activation, operational reliability, and a confident occupancy transition.

SAFETY PERFORMANCE HISTORY (REF 12.8)

Safety is more than compliance it is a core value embedded in our culture and reflected in every aspect of our work. Since our founding, Snyder Langston has been a leader in safety and risk management, consistently maintaining low workers' compensation Experience Modification Rates. For the past 5 years, our **EMR ratings are as follows**

- 2025: 0.70
- 2024: 0.71
- 2023: 0.63
- 2022: 0.72
- 2021: 0.71

Snyder Langston has zero recordable injuries or illnesses and zero lost work days. Our goal is simple yet uncompromising: zero lost-time accidents on every project.

PROVEN SAFETY CULTURE

Our safety culture is reinforced by policies, certifications, and recognition that demonstrate our commitment:

- **Certifications and Training:** All Superintendents and Project Managers are OSHA-30 certified, while all Project Engineers hold OSHA-10. One-third of our Superintendents also maintain the Safety Trained Supervisor Construction (STSC) certification.
- **Recognition:** Snyder Langston has earned eleven Cal/OSHA Golden Gate Awards and three SHARP Awards for excellence in implementing and maintaining effective injury and illness prevention programs.
- **Oversight and Accountability:** Monthly performance scoring by our corporate Safety Director, annual best-practice awards, and continuous third-party inspections by our insurance carrier reinforce accountability across every project.

This track record reflects our philosophy of **Building with Mastery** where mastery includes safeguarding every person connected to our work.

APPLYING OUR SAFETY CULTURE TO THIS PROJECT

Delivering the OCMVCD Campus Renovation requires a heightened focus on safety due to its ongoing operations. Snyder Langston | Gensler will apply our culture of safety to this project through a combination of early design integration and construction execution:

- **Design-Integrated Safety:** Gensler will integrate safety into site planning, building orientation, and circulation design to separate construction activities from active facility operations. Early design workshops will address controlled access, secure perimeters, and safe egress during construction.
- **Project Logistics:** Snyder Langston will implement site-specific logistics plans, including haul routes, traffic control, barricades, and secured work zones.
- **Subcontractor Accountability:** All subcontractors will be required to participate in safety startup meetings, comply with contract-specific safety requirements, and maintain mandatory insurance coverage.
- **Crisis Preparedness:** Together, we will develop a site-specific Crisis Management Plan that accounts for emergency procedures, security coordination, and clear communication protocols.

EXECUTION AND MONITORING

Snyder Langston | Gensler translates policy into action through proven practices:

- Development of a project specific site safety plan
- Bilingual safety orientation for every worker.
- Mandatory PPE for all personnel and visitors on site.
- Weekly subcontractor safety meetings, supplemented by daily safety huddles.
- Hot work permit procedures with direct oversight by safety staff.
- Ongoing inspections by Snyder Langston's Safety Director, superintendent walk-throughs, and insurance carrier reviews.
- Independent crane inspections by certified professionals for equipment greater than 14.5 tons.
- Monthly safety performance scoring of project teams, with recognition and rewards for best practices.

All **superintendents & project managers** - **OSHA-30** certified. **Project Engineers** - **OSHA-10** certified

11 Snyder Langston projects have earned an **OSHA Golden Gate Award** and **3** have earned a **SHARP Award** for implementing and maintaining an effective injury and illness prevention program.

1/3 of our superintendents are STSC Certified. Individuals who pass this test stand out as leaders in safety best practices, working to promote safe conditions for every team member

COMMITMENT THROUGH BOTH PHASES

Our integrated approach provides safety leadership throughout both phases of the project:

- Phase 1 – Preconstruction: Gensler integrates safety into design decisions circulation planning, secure access points, staging strategies, and system layouts while Snyder Langston develops site logistics, risk assessments, and safety plans in parallel.
- Phase 2 – Construction: Snyder Langston implements daily safety procedures, continuously monitors performance, and adapts to evolving conditions, while Gensler supports with design clarification to ensure sequencing and system installation can be executed safely.

By embedding safety at every stage, Snyder Langston and Gensler ensure the renovated campus will not only be a secure, high-performing facility but also a model of safe, predictable project delivery for the OCMVCD.

Section 4
Price Proposal

In this Section (REF 12.10)
Attachment 5: Proposal Fee Form
Preconstruction Fee Breakdown
Design Consultant Pricing Breakdown
General Conditions & General Requirements
Fixed Labor Rates

OC Health Care Agency - Irvine
Gensler

Return to Table of Contents

ATTACHMENT 5 – PROPOSAL FEE FORM

For purposes of this solicitation, "Phase 1" refers to preconstruction and design development services performed up to execution of the Guaranteed Maximum Price (GMP) Amendment. "Phase 2" refers to completion of design documents, agency permitting, construction administration, and construction of the Work.

1. Phase 1 (Pre-Construction) Staffing and Hourly Rates
Attach a table to the fee proposal form showing the planned staffing assigned to the Phase 1 Pre-Construction Services. The table shall list all individuals assigned to perform work directly on the Project and indicate name, job classification, whether they are existing employees or independent consultants, and the estimated number of hours and hourly rate (including all markups) for each individual assigned during the Pre-Construction Services phase. Include a total of all hours planned to be expended.

2. Phase 2 (Construction) Staffing and Hourly Rates
Attach a table to the fee proposal form showing the planned staffing assigned to site management during the Construction Services Phase. The table shall list all individuals assigned to perform work directly on the Project and indicate name, job classification, whether they are existing employees or independent consultants, and the estimated number of hours and hourly rate (excluding overhead and profit) for each individual assigned during the Construction Services phase. Include a total of all hours planned to be expended.

For the purposes of preparing the proposal and associated fee schedules, Proposers shall assume a total construction duration of twenty-four (24) months, inclusive of mobilization and closeout. This assumption is based on a phased build-out approach to maintain operational continuity. The final construction duration and sequencing will be confirmed and refined in coordination with the Design-Builder during Phase 1 services.

3. Design-Builder Fee Proposal
The Design-Builder shall propose fees for the Project as follows:

Phase 1 – Pre-Construction Services Fee
Provide an itemized, not-to-exceed amount to cover all Phase 1 Pre-Construction Services, including:

- Design services (including program validation, conceptual design, schematic design, and design development) necessary to support development of the GMP, but excluding Construction Documents and Construction Administration, which shall be included in Phase 2.
- Pre-construction services (estimating, scheduling, phasing/logistics planning, and constructability reviews for the Design-Builder, subcontractors, consultants, and others). Include all project meetings and presentations outlined in Scope of Work.
- Overhead and profit on design and pre-construction services.

Design Services: $1,356,800.00

Pre-Construction Services: $455,579.00

Overhead and Profit: $80,670.00

Snyder Langston will provide a $75,000 discount to OCMVCD for Phase 1 Scope of Services upon execution of the GMP and start of Phase 2 construction

Phase 2 – Construction Services Fee
Provide an itemized breakdown for the Construction Services Phase, including design completion, construction administration, general conditions, and applicable markups.

- Design Completion and Construction Administration Services: Include design consultant fees for preparation of Construction Documents, agency permitting, and Construction Administration support through project closeout. Identify the basis of these fees (lump sum or percentage of construction cost).
- General Conditions/General Requirements: Include all staff and facilities located at the construction site required to manage the construction of the Project, but not overhead and profit. Proposers shall express GC/GR costs on a monthly basis, inclusive of all on-site personnel and expenses required to manage the construction of the Project.
- Overhead and profit stated as a percentage of the total estimated design and construction cost.
- Payment and Performance Bonds stated as a percentage of total estimated design and construction cost.

Design Completion / Construction Document Services: 3.5%

Construction Administration Services: 2.5%

General Conditions/General Requirements: $147,651.00 per Month

Overhead and Profit Percentage: 4.5%

Payment and Performance Bonds Percentage: 0.74%

4. GMP Amendment
Percentages and fees proposed herein will serve as the basis for negotiation of the Guaranteed Maximum Price (GMP) Amendment and will apply to the agreed-upon cost of the Work at that stage.

Orange County Mosquito and Vector Control District
Preconstruction Scope of Services - Preconstruction and Design Management
12/12/25

SNYDER LANGSTON
Building with Mastery

Services Commencement Date:	2/28/2026
Services Completion Date:	1/30/2027
Total Precon Duration (wks.):	48

	Description	Hours	Weeks/Month		Hourly Rate	Extended Amount
Cost Estimating Services						**$ 158,572.00**
	Initial Target Budget					**$ 36,576.00**
	PX - George Loynd (SL Employee)	4	3.0	wks.	$ 238	$ 2,856.00
	Precon Director - Bryan Hatch (SL Employee)	20	3.0	wks.	$ 224	$ 13,440.00
	Sr. Estimator - Jim Harrison (SL Employee)	20	3.0	wks.	$ 204	$ 12,240.00
	Estimator - Kelsey Asher (SL Employee)	20	3.0	wks.	$ 134	$ 8,040.00
	Additional Budget Exercises					**$ 23,736.00**
	PX - George Loynd (SL Employee)	4	3.0	wks.	$ 238	$ 2,856.00
	Precon Director - Bryan Hatch (SL Employee)	10	3.0	wks.	$ 224	$ 6,720.00
	Sr. Estimator - Jim Harrison (SL Employee)	10	3.0	wks.	$ 204	$ 6,120.00
	Estimator - Kelsey Asher (SL Employee)	20	3.0	wks.	$ 134	$ 8,040.00
	GMP -100% DD					**$ 98,260.00**
	PX - George Loynd (SL Employee)	4	5.0	wks.	$ 238	$ 4,760.00
	Precon Director - Bryan Hatch (SL Employee)	20	5.0	wks.	$ 224	$ 22,400.00
	Sr. Estimator - Jim Harrison (SL Employee)	20	5.0	wks.	$ 204	$ 20,400.00
	Senior Project Manager Josh Cortez (SL Employee)	30	5.0	wks.	$ 204	$ 30,600.00
	Estimator - Kelsey Asher (SL Employee)	30	5.0	wks.	$ 134	$ 20,100.00
	Cost Savings throughout Precon					**Included**
Design Management Services						**$ 224,200.00**
	Existing facility condition survey	32	1.0		$ 224	$ 7,168.00
	Selected Trade Partner input	1	1.0	ls	$ 20,000	$ 20,000.00
	Preliminary Soils report	1	1.0	ls	$ 25,000	$ 25,000.00
	Design Build Management					
	Precon Director - Bryan Hatch (SL Employee)	16	48.0	wks.	$ 224	$ 172,032.00
Phasing, Staging, and Access Planning Services						**$ -**
	Purchasing Strategy		1.0	ls		**Included**
Project Scheduling Services						**$ 9,408.00**
	Schedule Overview / Oversight					
						$ -
	Scheduler Keith Gilbert	4	12.0	mo.	$ 196	$ 9,408.00
Building Information Modeling (BIM) Services						**$ -**
	Clash Detection, Coordination and Resolution					**Phase 2 GCs**
Preconstruction Administration/Coordination Services						**$ 43,680.00**
	B.2 - Weekly OAC Meetings					
	PX - George Loynd (SL Employee)	2	24.0	wks.	$ 238	$ 11,424.00
	Precon Director - Bryan Hatch (SL Employee)	3	48.0	wks.	$ 224	$ 32,256.00
GL Insurance						$ 19,719.00

TOTAL Preconstruction Services Cost: **$ 455,579**

FEE PROPOSAL & HOUR ALLOCATION - ATTACHMENT 5 DETAILED

Labor Hour Allocation by Individual				Phase 1							Phase 2	
				Visioning / Program Validation	Site Investigation / Due Diligence	Concept Design	Schematic Design	Design Development	Phase 1 Subtotal	Phase 1 Subtotal	Construction Doucments / Permitting	Construction Administration
				Hours	Hours	Hours	Hours	Hours	Hours	Fee	Provide as % of construction which assumed construction budget is $32 million	
Roles	**Name**	**Employee / Independent Consultant**	**Hourly Rate**	**4 weeks**	**4 weeks**	**4 weeks**	**6 weeks**	**10 weeks**			**16 weeks**	**24 months**
Gensler												
Principal	Nathan Kim	Employee	$450.00	4	4	4	6	9	27	$12,150.00		
Project Director / Signing Architect	Nick Acevedo	Employee	$350.00	16	16	16	24	36	108	$37,800.00		
Design Director	David Johnson	Employee	$350.00	32	32	32	48	72	216	$75,600.00		
Senior Design	Nahid Akram	Employee	$200.00	64	64	64	144	216	552	$110,400.00		
Project Architect	Michael Robins	Employee	$200.00	16	16	16	72	216	336	$67,200.00		
Designer / Job Captain	Staff	Employee	$150.00	96	96	96	240	360	888	$133,200.00		
Specification Writer	Ganapathy Naga	Employee	$300.00	0	0	0	12	36	48	$14,400.00		
QA / QC	Sergio Rivas	Employee	$250.00	4	4	4	12	36	60	$15,000.00		
Lab Expert / Planner	Ryley Poblete	Employee	$300.00	16	16	16	48	72	168	$50,400.00		
Administration Support	Olivia Gardenau	Employee	$100.00	8	8	8	24	36	84	$8,400.00		
WSP Structural												
Principal	Mahmoud Faghihi	Employee	$335.00	16	12	10	12	12	62	$20,770.00		
Project Manager 1	Eric Velazquez	Employee	$216.00	24	34	40	60	60	218	$47,088.00		
Design Engineer	Staff	Employee	$145.00	0	16	40	40	60	156	$22,620.00		
Senior Designer	Jose Torrez	Employee	$165.00	8	8	24	60	60	160	$26,400.00		
Drafter	Staff	Employee	$119.00	8	8	16	80	64	176	$20,944.00		
Administration Support	Staff	Employee	$95.00	8	8	8	12	8	44	$4,180.00		
WSP MEP / FP												
Principal	Staff	Employee	$350.00	2	4	4	8	16	34	$11,900.00		
Mechanical Lead	Michael Hyunh	Employee	$280.00	24	24	32	32	48	160	$44,800.00		
Engineering Mech	Staff	Employee	$140.00	12	16	24	24	40	116	$16,240.00		
Electrical Lead	Corey Lyons	Employee	$305.00	24	24	32	60	60	200	$61,000.00		
Engineering Elec	Staff	Employee	$140.00	8	24	40	60	80	212	$29,680.00		
Plumbing Lead	Staff	Employee	$265.00	16	16	16	40	40	128	$33,920.00		
Engineering Plumbing	Staff	Employee	$140.00	8	8	24	24	32	96	$13,440.00		
Fire Protection Lead	Staff	Employee	$250.00	8	8	24	24	32	96	$24,000.00		
Engineering FP	Staff	Employee	$140.00	2	4	8	16	16	46	$6,440.00		
Drafter	Staff	Employee	$119.00		16	24	80	120	240	$28,560.00		
Administration Support	Staff	Employee	$95.00	8	8	8	12	12	48	$4,560.00		
WSP Low Voltage / IT												
Principal	Staff	Employee	$335.00	1	1	4	4	2	12	$4,020.00		
Tech Lead	Rick King	Employee	$300.00	16	16	12	18	18	80	$24,000.00		
Staff	Staff	Employee	$185.00	16	16	16	24	24	96	$17,760.00		
Drafter	Staff	Employee	$125.00		4	8	24	24	60	$7,500.00		
Administration Support	Staff	Employee	$95.00		1	2	2	2	7	$665.00		

WSP Fleet Design												
Senior VP	Staff	Employee	$225.00	24	24	24	24	32	128	$28,800.00		
Eqiupment specialist	Staff	Employee	$180.00	12	40	40	32	32	156	$28,080.00		
Associate	Staff	Employee	$130.00	40	40	40	60	80	260	$33,800.00		
QA/QC	Mark Ellis	Employee	$275.00	2	2	2	4	4	14	$3,850.00		
Tait - Civil												
Principal II	Jacob Vandervis, PE	Employee	$315.00	2		2	10	16	30	$9,450.00		
Principal I	David Sloan, PE	Employee	$300.00	8	4	8	20	36	76	$22,800.00		
Professional Engineer	Alejandro Gonzalez, I	Employee	$268.00	4	3	40	50	65	162	$43,416.00		
Project Engineer II	Geoffrey Gulpeo, LSI	Employee	$230.00	8					8	$1,840.00		
Project Engineer I	Nathan Coronado, EI	Employee	$220.00			24	40	30	94	$20,680.00		
Engineering Designer II	Jacueline Enriquez, E	Employee	$195.00		2	12	20	90	124	$24,180.00		
Engineering Designer I	Jack Aubele	Employee	$170.00	4			20	70	94	$15,980.00		
Chief of Parties	Reese Brashear, LSIT	Employee	$195.00		8				8	$1,560.00		
One Man Survey Crew	Carl Sutherland, EIT	Employee	$220.00		16				16	$3,520.00		
Project Administrator	Daniel Grinden	Employee	$128.00	5	2	2	4	6	19	$2,432.00		
Kimley Horn - Landscape												
Landscape Architect - P5	Michael Ledbetter	Employee	$250.00	4	4	4	10	12	34	$8,500.00		
Landscape Project Manager - P3	Jovita Widjaja	Employee	$200.00	4	4	12	18	30	68	$13,600.00		
Landscape Designer - P2	Catherine Sachs	Employee	$150.00		4		50	95	149	$22,350.00		
Administration Support	Staff	Employee	$125.00	2	2	2	2	2	10	$1,250.00		
Total Hours and Fee				584	687	884	1,710	2,519	**6,384**	**$1,281,125.00**	**3.75%**	**2.75%**

EXCLUSIONS: The following services are specifically excluded from the scope of work and are not included in this fee proposal:

- Environmental Impact Report submission or studies
- Soil mitigation plan(s)
- Geotechnical Investigation and Agronomic Soils Testing and Reports
- Involvement with removal of hazardous materials
- Added Capacity Studies (Sewer/Water/Gas)
- ALTA Survey
- Subdivision Mapping, Tentative and Final Map
- Detention/Retention Pond Plans
- Pump Plans
- Flood Control Plans
- Dewatering systems
- Public Storm Drain Plans
- Design of Recycled Water / Grey Water Irrigation / Rainwater Collection system skids
- Color renderings or 3D modeling of the site and/or features, fly throughs or physical models
- BIM model development past LOD 200
- Development of more than (2) professional renderings
- Public Outreach Meetings and Exhibits
- All application and processing fees for all jurisdictional submissions
- Offsite Improvement Plans of any kind
- Traffic Engineering/Street Lighting/Traffic Control
- Design of Irrigation pumps and Irrigation Engineering
- Arborist's Report
- Dry Utility Design & Plans
- Traffic Control Plans
- Fire Protection is assumed to performance specifications
- Fire Sprinkler Design / Fire Pump design / Pre-action system design or non-aqueous system design
- Design for an essential facility including Design of Emergency Generator
- Design for temporary shoring, foundation underpinning, lateral support for adjacent structures
- Package deliverable exceeding (2) packages
- Commissioning
- LEED support
- Move Coordination or relocation surveys
- Furniture and Equipment Vendor Coordination
- Physical inspection and/or inventory of any existing equipment and/or systems
- Food Service consulting or engineering
- Pool / Water Feature Consulting (infrastructure services for pool / water feature are included)
- DAS System design

- Single package for civil with phasing by contractor and not multiple phhased packages.

SNYDER LANGSTON
Building with Mastery

Date:	12.12.25
Project Executive:	George Loynd
Lead Estimator:	RC
Project Cost:	$ 40,000,000
Bldg. Area:	75000

Orange County Mosquito and Vector Control District

Campus Renovation

Garden Grove

Description		Cost Code	Quantity		Cost per Week	Total Cost	Notes
GENERAL CONDITIONS	**Code**	**Duration =**	**24.0**	**months**			
Project Supervision							
Sr Vice President	SVP	919003	-	weeks	-	-	
Vice President	VP	919004	-	weeks	-	-	
Project Executive	PX	919005	13.7	weeks	11,394.30	156,509	George Loynd (SL Employee)
Project Director	PD	919014	8.4	weeks	9,547.91	79,984	Bryan Hatch (SL Employee)
Senior Project Manager	SPM	919013	-	weeks	-	-	
Project Manager	PM	919010	91.6	weeks	8,213.30	752,104	Josh Cortez (SL Employee)
Asst Project Manager	APM	919012	91.6	weeks	6,405.93	586,600	Linda Dixon (SL Employee)
Senior Project Engineer	SPE	919015	-	weeks	-	-	
Project Engineer	PE	919020	69.7	weeks	4,244.64	295,912	Hunter Cluse (SL Employee)
General Superintendent	GSUP	919045	2.6	weeks	11,077.35	29,118	Tyler Davidson (SL Employee)
Senior Superintendent	SSUP	919025	-	weeks	-	-	
Superintendent	SUP	919030	89.4	weeks	8,048.24	719,168	Yale Kim / (SL Employee)
Assistant Superintendent	ASUP	919040	69.7	weeks	5,529.31	385,472	Kegan Coyne (SL Employee)
Safety Director	SAFETY	919910	4.4	weeks	8,489.97	36,992	Warren Biddle (SL Employee)
Project Coordinator	PC	919052	9.6	weeks	4,387.53	42,058	Nina Christian (SL Employee)
Project Accountant	PA	919055	9.6	weeks	4,980.66	47,743	Sandy Reiter (SL Employee)
Senior Estimator	SREST	919007	-	weeks	-	-	
Chief Estimator	CEST	919011	-	weeks	-	-	
Office Engineer	OE	919051	-	weeks	-	-	
Field Engineer	FE	919022	-	weeks	-	-	
Intern	INT	919021	-	weeks	-	-	
Total Project Supervision			106.3	person months		**3,131,659**	$ 130,485.81

Description	Old Cost Codes	New Cost Codes	Quantity		Cost per Week	Total Cost	Adjusted %
Field Labor							
Security Guard	919060	017600	-	hours	100.00	- By Owner	
Flagman	919070			hours		- Carried in Directs	
Engineering Party	919090			ls		- Carried in Directs	
BIM	919018	013113	1	ls	35,000.00	35,000	
Schedule / C.P.M.	919670	013216		months	7,840.00	-	
Licensed Surveyor	919100			ls		- Line Item	
Double Shift or Overtime	919110			hours		-	
Total Field Labor:						**35,000**	
Clean-Ups							
Daily Clean Up	919120	017413	-	hours	64.00	- Carried in Directs	
Rubbish Removal and Dump Fees	919130	017420	-	each	987.00	- Carried in Directs	
Final Clean-up (shell+windows)	919140		-	sf	0.30	- Carried in Directs	
Weather Protection	919150	017460		ls		- Carried in Directs	
Dust Control	919160	017520		ls		- Carried in Directs	
Dewatering	919170	017530		ls		- Carried in Directs	
Total Clean-Ups:						**-**	
Project Office							
Move On and Off	919180	015213	1	ls	5,000.00	5,000	
Office Trailer	919190	015213	24	months	750.00	18,000	
Office Equipment and Supplies	919200	015213	24	months	1,000.00	24,000	
Telephone/Cell Phone Bills	919210	015213	24	months	825.69	19,817 Cells + Office lines	
Internet service	919210	015213	24	months	400.00	9,600	
Utility Bills(electric & water)	919220	015113	24	months	-	- By Owner	
Copying Machine and Supplies	919230	015213	24	months	350.00	8,400	
Drinking Water and Ice	919240	015213	24	months	200.00	4,800	
Total Project Office:						**89,617**	
Safety							
Safety Hats and First Aid	919250	017430	24	months	125.00	3,000	
Perimeter Barricades/Handrails	919260	017430	1	ls		-	
Scaffolding	919912	015423		months		- Carried in Directs	
Runways and Ladders	919280	017430		each		-	
Fire Extinguishers	919290	017430	25	each	35.00	875	
Total Safety:						**3,875**	
Temporary Facilities and Utilities							
Temporary Sheds	919300	015225	24	months	150.00	3,600	
Temporary Barriers	919310	015235		each		-	
Temporary Compounds	919320		24	months		- Carried in Directs	
Temporary Roads	919330	015230		ls		-	
Temporary Fences	919340	015600		lf		- Site already fenced	
Maintain Roads and Fences	919350			ls		-	
Temporary Water	919360	015136		ls		-	
Temporary Toilets	919370	0152198	-	each-months	225.00	- Carried in Directs	
Temporary Handwash Stations	919370	015219	-	each-months	170.00	- Carried in Directs	
Temporary Power and Lights	919380	015113	-	ls	25,000	- Carried in Directs	
Temporary Heat	919390			ls		-	
Covered Canopies	919400			lf		-	
Total Temporary Facilities and Utilities:						**3,600**	
Tools and Equipment, Rentals							
Warning Signs and Lights	919410			ls		-	
Job Signage Program	919420	015813	1	each	3,150.00	3,150	
Transit and Level	919430			each		-	
Pick-Up Truck	919440			each		-	
Trucking	919450			each		-	
Compressors and Tools	919460			each		-	
Generator	919470			months		-	
Man Hoist Rental	919560	017445		each		-	
Job Site Access Controls	919345	017510		each		-	
Infection Controls		013533		each		-	
Traffic Control		015526	1	LS	12,500.00	12,500	
Temporary Controls		015700		each		-	
Fire Watch		017455		each		-	
SWPPP		017535		each		-	
Continuous Deputy Inspections		017540		each		-	
Fork Lift	919475			months		-	
Gas and Oil	919480			months		-	
Small Tool and Equipment Purchase	919490	017435	24	months	1,000.00	24,000	
Equipment Rentals - S.L.	919500	017440	24	months		-	
Equipment Rentals	919500	017440	24	months	1,000.00	24,000	
Total Tools and Equipment, Rentals:						**63,650**	
Cranes							
Cranes and Hoisting Rental	919510		24	months		- Carried in Directs	
Cranes - In and Out	919520			ls		- Carried in Directs	
Cranes - Foundation	919520			cyd		- Carried in Directs	
Cranes - Repairs	919520			ls		- Carried in Directs	
Crane Operator	919550			hours		- Carried in Directs	
Total Cranes:						**-**	

Photos, Reproduction Costs, Parking Costs							
Progress Photos - Multi-Vista per below	919630	017450	24	months	150.00	3,600	
Blueprints	919640	017465	24	months	100.00	2,400	
Progress Photo Documentation/As-Builts	919650	017465	-	ls	37,500	-	Multi-Vista
SL Employee Parking	919660	015519		weeks		-	Carried in Directs
Total Photos, Reproduction Costs, Parking Costs:						**6,000**	
Snyder Langston Systems							
Schedules & C.P. Scheduling	919670	013216	24	months	2,300.00	55,200	Please validate/confirm unit cost based on project need
Management Information Systems	919690	016113	24	months	1,000.00	24,000	
Textura	919691	016115	1	LS	13,200.00	13,200	Auto Calc from cell H4 above + Textura table
Procore	919691	016115	1	LS	72,000.00	72,000	Auto Calc from cell H4 above
Total Snyder Langston Systems:						**164,400**	
Miscellaneous Expenses							
Job Labor	919710			hours		-	
Penalties	919730			days		-	
Mix Designs	919740			ls		-	
Monitor Shoring	919750			hours		-	
Close Out Requirements	919700	017719		ls		-	
Travel and Meals	919760	015240	24	months	200.00	4,800	
Legal and Audit	919770	015245		ls		-	
Mail and Delivery Service	919800	015250	24	months	250.00	6,000	
Total Miscellaneous Expenses:						**10,800**	
Snyder Langston Consultants							
Consultants - Curtain Wall	919914			ls		-	
Consultants - Roofing	919916	018010	1	ls	13,333	13,333	
Consultants - Acoustic	919918			ls		-	
Consultants - M.E.P.	919922			ls		-	
Consultants - Concrete	919924			ls		-	
Consultants - Safety	919910	017430		months		-	
Consultants - Structural	919926			ls		-	
Consultants - LEED	919920	018020		ls		-	
Consultants - CalGreen	919920		24	months	300.00	7,200	
Consultants - ADA	919936	018050		ls		-	
Consultants - QSP	919930	018030	1	ls	6,500.00	6,500	
Consultants - Other	919932	018040		ls		-	
Repair Account	922070	017725	1	ls	8,000.00	8,000	
Total Snyder Langston Consultants:						**35,033**	

Total General Conditions (Project Supervision)	***3,131,659***	$	130,486
Total General Requirements	***411,975***	$	17,166
Total Project Requirements	**3,543,634**	$	147,651

CLIENT NAME: **Orange County Mosquito and Vector Control District**
JOB NAME: Campus Renovation
CITY, STATE: Garden Grove

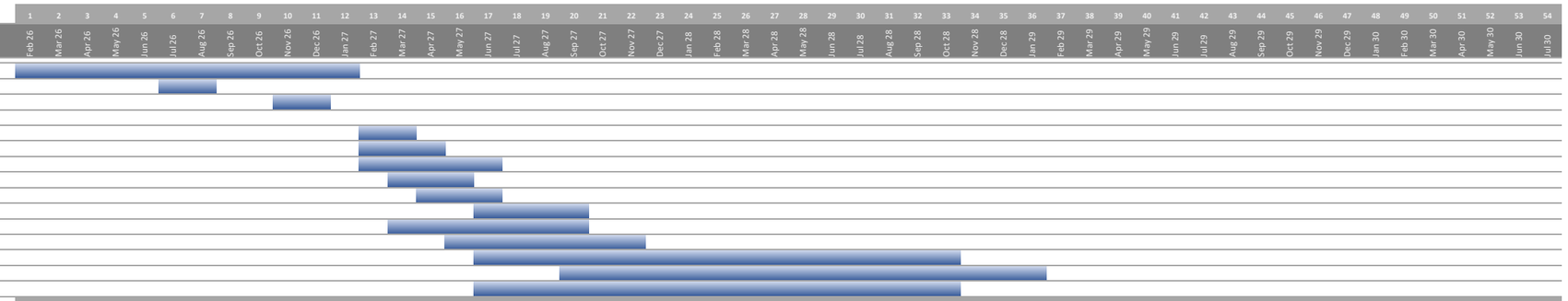
DATE: 12.12.25
VERSION: 1

PRECON: Start Date: 2/28/2026
End Date: 1/30/2027
Duration (Auto Calculation): 11.0

CONSTRUCTION: Start Date: 2/1/2027
FINAL COMPLETION: 1/30/2029
Duration (Auto Calculation): 24.0

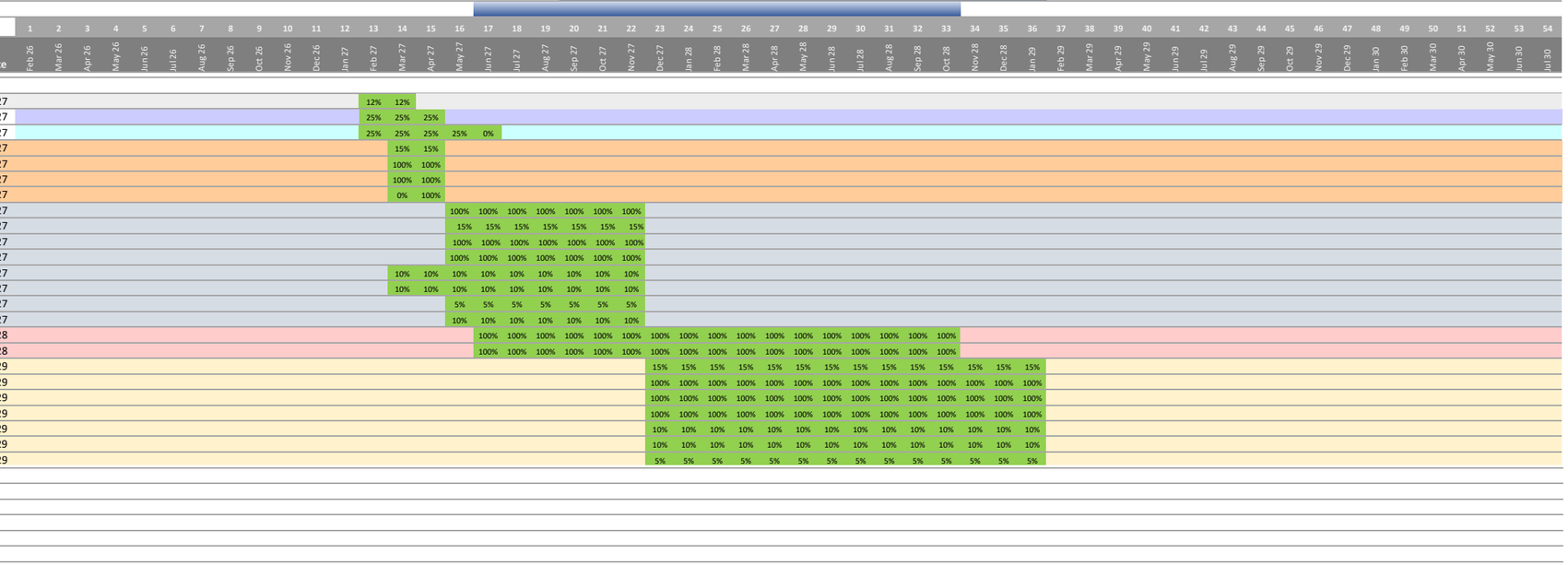
PROJECT SUMMARY

PHASE	TASK	START DATE	DURATION	END DATE
Precon	Overall Precon Services	02/28/26	11.0	01/30/27
Precon	DD Budget	07/01/26	2.0	08/30/26
Precon	GMP	11/01/26	1.9	12/30/26
Construction	Design Completion TI / Renovation	02/01/27	1.9	03/30/27
Construction	Design Completion site work	02/01/27	2.9	04/30/27
Construction	Design Completion Addition / Infill	02/01/27	4.9	06/30/27
Construction	Plan Check / Permits TI / Renovation	03/30/27	2.0	05/30/27
Construction	Plan Check / Permits Site Work	04/30/27	2.0	06/30/27
Construction	Plan Check / Permits Addition / Infill	06/30/27	3.0	09/30/27
Construction	Buy Out project	03/30/27	6.0	09/30/27
Construction	Construct TI / Renovation	05/30/27	6.0	11/30/27
Construction	Construct Site Work	06/30/27	16.0	10/30/28
Construction	Construct Addition / Infill	09/30/27	16.0	01/30/29
Construction	Construct Site Work	06/30/27	16.0	10/30/28



PROJECT GC DETAIL

PHASE	TASK	Name	Role	STAFF CODE	COST CODE	ENTER Start Date	End Date
					-		
Construction	Design Completion TI / Renovation		Design Manager	PD	919014	02/01/27	03/30/27
Construction	Design Completion site work		Design Manager	PD	919014	02/01/27	04/30/27
Construction	Design Completion Addition / Infill		Design Manager	PD	919014	02/01/27	06/30/27
Construction	Buy Out project		Project Executive	PX	909005	03/30/27	04/30/27
Construction	Buy Out project		Senior Project Manager	PM	919010	03/30/27	04/30/27
Construction	Buy Out project		APM	APM	919012	03/30/27	04/30/27
Construction	Buy Out project		Super	SUP	919030	03/30/27	04/30/27
Construction	Construct TI / Renovation		Super	SUP	919030	05/30/27	11/30/27
Construction	Construct TI / Renovation		Project Executive	PX	909005	05/30/27	11/30/27
Construction	Construct TI / Renovation		Senior Project Manager	PM	919010	05/30/27	11/30/27
Construction	Construct TI / Renovation		APM	APM	919012	05/30/27	11/30/27
Construction	Construct TI / Renovation		Project Accountant	PA	919055	03/30/27	11/30/27
Construction	Construct TI / Renovation		Project Coordinator	PC	919052	03/30/27	11/30/27
Construction	Construct TI / Renovation		Safety Manager	SAFETY	919910	05/30/27	11/30/27
Construction	Construct TI / Renovation		General Super	GSUP	919045	05/30/27	11/30/27
Construction	Construct Site Work		Site Super	ASUP	919040	06/30/27	10/30/28
Construction	Construct Site Work		PE	PE	919020	06/30/27	10/30/28
Construction	Construct Addition / Infill		Project Executive	PX	909005	12/01/27	01/30/29
Construction	Construct Addition / Infill		Senior Project Manager	PM	919010	12/01/27	01/30/29
Construction	Construct Addition / Infill		APM	APM	919012	12/01/27	01/30/29
Construction	Construct Addition / Infill		Super	SUP	919030	12/01/27	01/30/29
Construction	Construct Addition / Infill			PA	919055	12/01/27	01/30/29
Construction	Construct Addition / Infill			PC	919052	12/01/27	01/30/29
Construction	Construct Addition / Infill		Safety Manager	SAFETY	919910	12/01/27	01/30/29
					-		
					-		
					-		
					-		
					-		
					-		



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SNYDER LANGSTON
STAFF FIXED LABOR RATES PER HOUR
EFFECTIVE 7/1/25

	EFFECTIVE DATE		
	FROM 7/1/25 TO 6/30/26	FROM 7/1/26 TO 6/30/27	FROM 7/1/27 TO 6/30/28
PRINCIPAL	309.00	324.00	340.00
SR VICE PRESIDENT	293.00	308.00	323.00
VICE PRESIDENT	263.00	276.00	290.00
PROJECT EXEC	238.00	250.00	263.00
PROJECT DIRECTOR	224.00	235.00	247.00
SR PROJECT MANAGER	204.00	214.00	225.00
PROJECT MANAGER	172.00	181.00	190.00
ASST PROJECT MANAGER	134.00	141.00	148.00
SENIOR PROJECT ENGINEER	119.00	125.00	131.00
BIM COORDINATOR	153.00	161.00	169.00
PROJECT ENGINEER	91.00	96.00	101.00
GENERAL SUPERINTENDENT	224.00	235.00	247.00
SENIOR SUPERINTENDENT	204.00	214.00	225.00
SUPERINTENDENT	172.00	181.00	190.00
ASSISTANT SUPERINTENDENT	119.00	125.00	131.00
CHIEF ESTIMATOR	293.00	308.00	323.00
SENIOR ESTIMATOR	204.00	214.00	225.00
ESTIMATOR	167.00	175.00	184.00
SCHEDULER - KG	196.00	206.00	216.00
SAFETY DIRECTOR	185.00	194.00	204.00
PROJECT COORDINATOR	96.00	101.00	106.00
PROJECT ACCOUNTANT	109.00	114.00	120.00
OFFICE ENGINEER	76.00	80.00	84.00
FIELD ENGINEER	76.00	80.00	84.00
CLERK/INTERN	76.00	80.00	84.00

SOFTWARE & EQUIPMENT:

COMPUTERS- FULL TIME	FIXED RATE:	$1,000 PER MONTH
PROJECT MANAGEMENT SOFTWARE - PROCORE	FIXED RATE:	0.18% OF TOTAL PROJECT COST

PROJECT MANAGEMENT SOFTWARE, INCLUDING PROCORE AND TEXTURA, SHALL BE AN ALLLOWABLE COST OF THE WORK

Section 5
Minimum Qualifications

In this Section

Ability to Provide a Performance & Payment Bond (12.2.1)
Ability to Meet Owner's Insurance Requirements (12.2.2)
Commitment to Use a Skilled and Trained Workforces (12.2.3)

Hyundai Motor America Corporate Headquarters
Snyder Langston|Gensler

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ABILITY TO PROVIDE PERFORMANCE & PAYMENT BOND (REF 12.2.1)

Liberty Mutual.

Liberty Mutual **Surety**

790 The City Drive South, Suite 200
Orange, CA 92868

714 634-3111

November 14, 2025

Orange County Mosquito and Vector Control District
Attn.: Lora Young, District Manager
13001 Garden Grove Boulevard
Garden Grove, CA 92843

Re: **Snyder Langston, LLC – Surety Prequalification Letter**
Project: Campus Renovation
Estimate: $40,000,000.

Liberty Mutual Insurance Company ("Liberty") acts as surety for Snyder Langston, LLC in their contracting matters. Liberty is a national provider of contract surety bonds, is listed in the Federal Register as a surety acceptable on Federal projects and is licensed and admitted to do business in the State of California. Liberty has a "Best" rating of "A, XV". Liberty's NAIC Number is 23043.

Based upon our knowledge of Snyder Langston, LLC's management and construction expertise we have every confidence in their abilities to successfully undertake, manage and complete projects within their areas of expertise. Liberty currently extends Snyder Langston, LLC bonding capacity of $250,000,000 single and of $1,000,000,000 aggregate. Snyder Langston, LLC has current available capacity for the above referenced project.

For your information Snyder Langston, LLC is a well-known Southern California based general building contractor with experience in a wide variety of general building projects. They have earned an excellent reputation among public and private sector owners, architects, subcontractors, suppliers and their peers.

Issuance of any bond is a matter between Liberty and Snyder Langston, LLC and we assume no liability to you or any third party if for any reason we do not execute the final bond or bonds.

Please do not hesitate to contact me with any questions.

Sincerely,
Liberty Mutual Insurance Company

By: Heather Saltarelli
Heather Saltarelli, Attorney-in-Fact

Member of Liberty Mutual Group

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Orange)

On NOV 14 2025 before me, Kim Heredia, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Heather Saltarelli
Name(s) of Signer(s)

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.

KIM HEREDIA
Notary Public - California
Orange County
Commission # 2455107
My Comm. Expires Jul 25, 2027

Signature
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
Corporate Officer — Title(s): _____
Partner — Limited General
Individual x Attorney in Fact
Trustee Guardian or Conservator
Other: _____
Signer Is Representing: _____

Signer's Name: _____
Corporate Officer — Title(s): _____
Partner — Limited General
Individual Attorney in Fact
Trustee Guardian or Conservator
Other: _____
Signer Is Representing: _____

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Liberty Mutual. SURETY

POWER OF ATTORNEY

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8214961-977460**

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Heather Saltarelli; Jeri Apodaca; Kevin Cathcart; Kim Heredia; Kim Lau; Leigh McDonough; Maria Guise; Mark Richardson, Michael D. Parizino, Rachelle Rheault; Terah Lane; Vincent Jara

all of the city of Irvine state of CA each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 27th day of October, 2025.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: Nathan J. Zangerle, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss.

On this 27th day of October, 2025 before me personally appeared Nathan J. Zangerle, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2029
Commission number 1128044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes Nathan J. Zangerle, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this NOV 14 2025 day of _____, _____

By: Renee C. Llewellyn, Assistant Secretary

LMS-12873 LMIC OCIC WAIC Multi Co.02/24

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

ABILITY TO MEET THE OWNER'S INSURANCE REQUIREMENTS (REF 12.2.2)

Alliant

Alliant Insurance Services, Inc.
18100 Von Karman, 10th Floor
Irvine, CA 92612

P (949) 756-0271

CA License No. 0C36861
alliant.com

November 13, 2025

OC Vector Control
Attn: Lora Young, District Manager
13001 Garden Grove Boulevard
Garden Grove, CA 92843

Re: OC Vector Control

Dear Ms. Young,

This letter is to advise you that upon award of the above project Snyder Langston, LLC will be able to meet the insurance requirements as outlined in Attachment 10.

Regards,

Laurie Stokes

Laurie Stokes
Sr. Vice President/Account Executive
Alliant Insurance Services, Inc.

COMMITMENT TO USE A SKILLED & TRAINED WORKFORCE (REF 12.2.3)

12/12/25

Ms. Lora Young
District Manager
Orange County Mosquito and Vector Control District
13001 Garden Grove Blvd.
Garden Grove, CA 92843

Re: Orange County Mosquito and Vector Control District Campus Renovation Skilled & Trained Workforce

Ms. Young:

Snyder Langston commits to using a Skilled and Trained Workforce as required by California Public Contract Code Section 22185.3(b)(1) for the Orange County Mosquito and Vector Control District Campus Renovation Project. Upon award of the Orange County Mosquito and Vector Control District Campus Renovation project, Snyder Langston and its subcontractors at every tier will use a skilled and trained workforce to perform all work on this project that falls within an apprenticeable occupation in the building and construction trades. Snyder Langston agrees that it and all of its subcontractors at every tier will comply with the requirements of Public Contract Code Section 22164(c) and will provide the County with written evidence that Design-Builder and all of its subcontractors at every tier are complying with these requirements by the 10th day of each month that work is performed.

Jason Rich, Chief Executive Officer

Section 6
Other Proposal Request Information

In this Section

Proposed Sample Contract Exceptions (12.9)
Attachment 6: Subcontractor List (12.11.b)
Attachment 7: Non-Collusion Declaration (12.11.c)
Team Resumes (12.4.b)

The Boardwalk
Snyder Langston|Gensler

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PROPOSED SAMPLE CONTRACT EXCEPTIONS (REF 12.9)

BASE CONTRACT

6.2.2 – Design Builders on site and off-site professional salary based personnel shall be at a fixed rate as submitted in the proposal

7.4 – Liquidated Damages (if any) assessed by Owner shall be held out of retention and not in addition to retention.

9.1 – Change "(c) upon any termination of this agreement" to " termination for cause of this agreement"

12.2(e) – Add "to the extent Design Builder has been advised in writing of such other work by Owner" after Contractors on the second line

13.2 – Discuss amount of "Maximum Liability Cap" identified in this section

GENERAL CONDITIONS

1.2.1 – modify the definition of Force Majure as follows: Force Majeure Events are any events that are beyond the control of all DB-Related Entities and Owner, including but not limited to the events of war, floods, labor disputes, earthquakes, pandemics, epidemics, unusually severe and abnormal weather conditions, wildfires, and other acts of God.

1.2.1 – Exclude Owner from definition of Governmental Unit

2.7.9 – Change to read as follows: During any adverse weather (including but not limited to unusually severe and abnormal weather conditions as set referenced in Section 8.4.3 below), Design-Builder shall take reasonable precautions to protect the Work.

2.12.1 – Change to read as follows: Design-Builder shall submit a proposed Punch List in accordance with Section 8.2.1 below when it believes that it has achieved Substantial Completion. Design-Builder shall promptly complete all items on the Punch List. Owner shall have the option to correct or otherwise resolve any and all Punch List items not completed by Design-Builder within the time agreed upon by Design-Builder and Owner at the time the Punch List is created, by using its own forces or by hiring others. The cost of such correction or resolution of remaining punch list items by Owner or others shall be borne by Design-Builder.

3.2.2 – Add " and Designated Owner-Furnished Information" to the end of the section

3.4.1 – Add" Designated Owner-Furnished Information" after "owner Furnished Information" on the first line of the section

8.2.3(e) – Add "provided however that if any such Governmental Approvals have not been obtained or are not in full force and effect due to reasons outside of Design-Builder's control then Substantial Completion shall be deemed to have occurred when all other conditions of this Section 8.2.3 have been satisfied; and" to the end of the section.

8.2.3(g) – Strike section

8.2.6 – Add " the last of the conditions set forth in section 8.2.3 is achieved." After "which" on the first line. Strike the remainder of the section.

8.3.1(f) – Add "and not disputed by Design Builder" after "Agreement" in the first sentence

8.3.3 – Add " the last of the conditions set forth in section 8.2.3 is achieved." After "which" on the first line. Strike the remainder of the section.

8.4.2 – Need to discuss impact of Tariffs and availability of materials on the project

8.4.3 – Should discuss simplifying – perhaps developing an agreed number of weather impact days for the project.

9.2.3 – Add "subject to Design-Builder's right to pursue its remedies under Article 10 below." To the end of the section.

11.2.3 – Add "or any DB-Related Entity" to the end of the section

11.6.2(c) – Assignment of subcontractors shall be based on Termination for Cause

11.8.1 – Need to understand this section before accepting

ATTACHMENT 6 - PROPOSED SUBCONTRACTOR FORM (REF 12.11.B)

A subcontractor is any entity, not a direct employee of the prime Contractor, which performs any work on the Project in excess of one half of one percent (.5%) of the prime Contractor's total bid. The Bidder is **required** to state the name, location of the place of business, and the California contractor license number per California PCC section 4 of each subcontractor and the work which each subcontractor will perform. The Bidder hereby submits a list of subcontractors whom the Bidder proposes to employ on the v with the proper firm name and business contact information, work and value of each. If no subcontractors, sign form with none listed and include form with Bid Proposal.

SUBCONTRACTOR'S NAME	CA LICENSE NO.	BUSINESS ADDRESS	DESCRIPTION OF WORK/CONTRACT BID ITEM	DIR NO.
	Understanding budget constraints and the number of potential design opportunities available to the District, the most cost effective and design rich solution to the District's Campus Wide Renovation is to bid out the trades once the scope of work has been fully vetted and the tenor, tone, and major design elements have been established. We will utilize certain trades to help the team understand and trace existing conditions, however that effort falls under the threshold identified in Attachment 6. Snyder Langston will comply with the requirements of the RFP, and Public Contract Code for procurement of Subcontractors for a Progressive Design Build Project.			

(This form may be duplicated if necessary to list additional subcontractors)

Signed:_____

Jason Rich, CEO

ATTACHMENT 7 - NON-COLLUSION DECLARATION (REF 12.11.C)

Title 23 United States Code section 112, and

PCC section 7106

The undersigned declares:

I am the CEO of Snyder Langston, LLC, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted this bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 12th of December, 2025, at Irvine (city), California."

(Signature of representative of Bidder)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Orange)

On 12/12/2025 before me, Veronica Ascencio Saavedra, Notary Public
Date *Here Insert Name and Title of the Officer*

personally appeared Jason Rich, CEO
Name(s) of Signer(s)

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.

VERONICA ASCENCIO-SAAVEDRA
Notary Public - California
Orange County
Commission # 2442767
My Comm. Expires Apr 26, 2027

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 Veronica Ascencio Saavedra
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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Team Resumes (REF12.4.b)

Overall Project Management/Construction Management/D-B Contract & Safety

20.5 Years @ Snyder Langston

GEORGE LOYND, LEED AP

Project Executive

As Project Executive, George is the primary relationship and point of contact between the Snyder Langston team and the client on assigned projects. He is responsible for the overall management of a project from conception through completion, including preconstruction planning, construction, personnel assignments, and the development of and adherence to the project budget and schedule.

Key Experience

Los Angeles County Department of Mental Health HQ | Vermont Corridor II (VCII)/ Los Angeles, CA
Complete rehabilitation and transformation of a 12-story, 155,000 s.f. building into a new headquarters The project involves complete removal of the existing exterior skin, structural upgrades, and installation of an all-new façade. An adjacent structure—adding 88,340 s.f. of office space—will be constructed and seamlessly integrated with the original building. The development also includes 2,000 s.f. of street-level retail space, enhancing the site's presence and accessibility.

Western Digital/ Irvine, CA
Tenant improvement build-out in three buildings totaling 323,000 s.f. as part of the relocation and consolidation of existing facilities into LBA's Park Place Center. Work included offices, a data center, extensive electronics testing labs with overhead electrical busways and process piping for gases and utility services, a new exterior substation and a service yard to house a generator, chiller, LN2 tank, and a D1 water system.

Hyundai Motor America Headquarters/ Fountain Valley, CA
Construction management services for a 470,000 s.f. 6-story, steel-framed glass and aluminum clad building on an 18-acre site. Amenities includes an atrium courtyard, a one-story technical services wing, and a full-service kitchen and cafeteria. The 5-level poured-in-place concrete parking structure accommodates 1,535 cars. The project is LEED Gold certified.

The Boardwalk/ Irvine, CA
Preconstruction and construction services for two, 9-story towers connected by four bridge-ways and open terraces, on a 7.5 acre site. The buildings offer 545,000 s.f. of premier office space with high ceilings and glass walls. Large 65,000 s.f. floor plates facilitate open office design. Amenities include employee lounges, communal conference rooms, a fitness and wellness center, and 5,000 s.f. of retail/restaurant space. Two acres of manicured grounds feature amenity structures to accommodate outdoor meetings, a covered outdoor amphitheater, pathways and gardens.

Toxicology Lab/Animal Holding Facility Expansion/ Indianapolis, IN
120,000 s.f. expansion of an existing toxicology laboratory and vivarium/animal holding facility, including examination rooms, incineration facility and a full range of office/conference supporting spaces. Adjacent site work and parking improvements were also included.

Chemistry Research Laboratory/ Indianapolis, IN
280,000 s.f. chemistry research and laboratory building including 24 labs, each with 14 fume hoods. The basement houses NMR and solubility labs, plus solvent waste storage space with explosion relief panels. The main floors house office and conference space adjacent to each laboratory. Site work included significant brick paver hardscape, landscape and modifications to a small man-made lake.

Biotechnology Development Laboratory Building/ Indianapolis, IN
On-site construction administrator for a $150-million, 475,000 s.f. pharmaceutical biotechnology R&D laboratory facility housing biochemistry labs with a full-range of gases and fume hoods. The project included construction of a full-scale lab block mock-up, built off-site, to facilitate design coordination, confirm end-user programming assumptions, pursue V.E. opportunities and enhance detailing to promote QA/QC throughout.

Fox Studios - Building 104/ Los Angeles, CA
General contracting services for core and shell and tenant improvements for 34,000 s.f., four-story steel-framed office building with plaster skin, on the studio lot. The project was adjacent to an operational sound stage. The 10-month construction schedule included demolition of an existing parking lot with live underground utilities.

Kia Motors North America Headquarters/ Irvine, CA
Preconstruction and construction services for the $52.7M, 227,000 s.f., campus-style headquarters on a 21.7-acre site. The steel-frame with tilt panel facility features three 2-story buildings interconnected by a bridge building clerestory to a third floor. Amenities include an exterior water pond element, an 8,000 s.f. auditorium, a 500-seat conference center, and a 4,000 s.f., dining facility with commercial kitchen.

Licenses / Certifications

- LEED™ Accredited Professional
- Commercial & Industrial Development Management, University of California, Irvine

Education

M.B.A., University of California, Irvine

Bachelor of Arts, Economics & International Relations, University of California, Los Angeles

4 Years @ Snyder Langston

BRYAN HATCH, ASSOC. DBIA

Director of Preconstruction

As Director of Preconstruction, Bryan brings a project manager's mindset to the earliest phases of project development, ensuring constructability, cost alignment, and schedule feasibility are addressed from the start. His experience managing complex projects in the field provides him with a clear understanding of how early decisions impact overall outcomes, allowing him to approach preconstruction with accuracy, strategic insight, and a collaborative spirit. Specializing in conceptual budgeting, estimating, and value analysis, Bryan partners with owners, architects, and internal teams to create cost-effective solutions that align with project goals. His proactive focus on risk identification and constructability supports well-planned strategies and a smooth transition from preconstruction into construction.

Key Experience

RUHS Wellness Village/ Mead Valley, CA
Design-build services for a 5-building, 450,000+ s.f. campus supporting behavioral health services, encompassing mental health urgent care, a children's intensive mental health treatment clinic, outpatient mental health treatment, a sobering center, and medical clinic services. Short-stay and residential treatment programs, a recovery residence, and supportive housing are also included. Extensive site work and amenities are included on this 19-acre site.

OC Employees Retirement System HQ/ Santa Ana, CA
Progressive design-build services for a new, ground-up, 3-story headquarters building. It includes the demolition and removal of the existing office building and design and construction of a new administrative headquarters located on OCERS existing 3.41 acre parcel. The new administrative facility will include a new atrium entryway, a board room for public meetings for up to 120 people, and a modern workplace and conference center to accommodate future growth for the next 25 to 30 years.

San Bernardino County DBH Comprehensive Treatment Center/ Victorville, CA
Design-Build project to expand an existing facility in Victorville, consisting of adult withdrawal management beds, Substance Use Disorder residential treatment beds, outpatient facility, youth campus with adolescent Psychiatric Residential Treatment Facility and adolescent Substance Use Disorder residential treatment facility.

Dana Point Harbor/ Dana Point, CA
Preconstruction and construction services for the revitalization of the Dana Point Harbor shopping and dining area to include demolition of current facilities and construction of 12 new buildings totaling approximately 150,000 s.f. to house retail and restaurant. The project also includes all sitework and tenant improvements.

Pretend City Children's Museum/ Irvine, CA
Preconstruction services for a new 50,000 s.f. museum and a 20,000 outdoor exhibit area. The project, in the Great Park, includes site improvements.

Innovation Park - Phase 2/ Irvine, CA
Construction of seven 2-story steel framed buildings featuring operable windows, roll-up glass doors and exterior stairs. Each creative loft-style building features a related amenity pavilion with a freestanding shade structure, outdoor kitchen and private patio. The campus is connected by a pedestrian pathline and includes an indoor/outdoor café, fitness center, conference center and central outdoor pavilion. The project is designed to meet LEED Silver requirements.

Zia Apartments/ Anaheim, CA
Construction of a new apartment community on 9 acres. This 315-unit multi-story wrap features a 4,000 s.f. gym, clubhouse, onsite leasing center and community pool and spa.

Pratt & Whitney Rocketdyne (PWR)/ Canoga Park, CA
Design-Build relocation project consolidating 2 PWR aerospace manufacturing campuses. Project scope included relocation of aerospace manufacturing equipment and office personnel, office space and cafeteria renovations, seismic upgrades, new emergency operations center, clean rooms, stack/braze/welding facilities, plating and fine cleaning facility, various testing labs, leadership training center, and IT data center and phone switch.

Pay Pal/ San Jose, CA
Office expansion on the PayPal campus. Scope included outdoor meeting/gathering area. The open office concept included indoor meeting rooms, conference rooms and call rooms.

Dreamworks/ Redwood City, CA
This decommissioning project entailed downsizing six stories of office space. The project was two parts: centralizing one floor for IT operations, and improvements to the remaining five floors for immediate move in. Scope of work included all MEP and fire sprinklers.

Cisco SJC-17/ San Jose, CA
Complete demolition and remodel of a 3-story office building and re-configuration into an open office concept with new kitchen spaces, conference rooms, and breakout meeting areas.

Licenses / Certifications

- DBIA Certified (Design Build Institute of America)
- OSHA 30-Hour Certified
- CPR, First Aid & AED Certified

Education

B.A., Business Administration, California State University, Fullerton
A.A., Business Commerce, Saddleback College, Mission Viejo

11.5 Years @ Snyder Langston

JIM HARRISON, LEED AP

Senior Estimator

With 30 years of experience, Jim brings a creative, solutions-driven approach to developing accurate project pricing. As a Senior Estimator, he specializes in identifying complex scope through detailed quantity surveys, validating costs through subcontractor outreach and bid analysis, and uncovering meaningful cost-saving opportunities. He draws on extensive experience in design-build delivery and institutional projects to support accurate pricing and informed decision-making, working closely with Snyder Langston teams, designers, and trade partners throughout preconstruction to guide the project toward the client's budget using Target Value Delivery.

Key Experience

San Bernardino County DBH Comprehensive Treatment Center/ Victorville, CA
Design-Build project to expand existing facility in Victorville, consisting of adult withdrawal management beds, Substance Use Disorder residential treatment beds, outpatient facility, youth campus with adolescent Psychiatric Residential Treatment Facility and adolescent Substance Use Disorder residential treatment facility.

Los Angeles County, Department of Mental Health HQ Vermont Corridor II (VCII)/ Los Angeles, CA
Complete rehabilitation and transformation of a 12-story, 155,000 s.f. building into a new headquarters The project involves complete removal of the existing exterior skin, structural upgrades, and installation of an all-new façade. An adjacent structure adding 88,340 s.f. of office space will be constructed and seamlessly integrated with the original building. The development also includes 2,000 s.f. of street-level retail space, enhancing the site's presence and accessibility.

Spectrum Terrace - Phase 3/ Irvine, CA
Construction of three 4-story office buildings totaling approximately 342,000 square feet. The buildings have a concrete foundation, structural steel frame ("sideplate" moment frame), concrete on metal deck floors and a glass curtain wall exterior enclosure. A 2,400 s.f. service building, a single-story amenity building with locker room and a 50-meter pool is situated at the center of the complex. 976,000 s.f. of site construction includes grading, storm water treatment and drainage, on-grade asphalt parking, landscaping, and site lighting. Outdoor areas adjacent to the buildings feature shade structures, hardscape and outdoor seating.

Discovery Business Center Phases 2A & 2B/ Irvine, CA
Construction of two four-story buildings, one three-story building and extensive site work on 19 acres. The scope of work includes interior lobby buildouts, an outdoor amenity structure, and a unitized curtain wall system with custom entry canopies featuring starphire glass. Both phases of this project were built concurrently.

Innovation Park - Phase 1/ Irvine, CA
Construction of eight 2-story steel framed buildings, featuring operable windows, roll-up glass doors and exterior stairs. Each creative loft-style building features a related amenity pavilion with a freestanding shade structure, outdoor kitchen and private patio. The campus is connected by a pedestrian pathline and includes an indoor/outdoor café, fitness center, conference center and central outdoor pavilion. The project's scope includes all related site improvements on this 19-acre campus, along with off-site street modifications. The project achieved LEED Silver certification.

Helen Caloggero Women's & Family Center & Parking Structure/ Orange, CA
Preconstruction involvement on a 140,000 s.f., 4-story medical office building and 5-level, 560-stall subterranean parking garage on the St. Joseph campus. The facility supports a women's center, birthing center, general clinic space, light imaging, urgent care, retail and physical therapy. The project requires extensive shoring for its 60-foot excavation, which is the deepest recorded in the City of Orange. | HCAi-3

Innovation Park - Phase 2/ Irvine, CA
Phase 2 adds seven two-story core & shell office buildings totaling approximately 242,000 s.f. to the existing office park. All buildings are steel framed structures featuring an Exterior Insulation Façade System (EIFS), sectional roll up doors, operable windows, exterior stairs and a central, meandering pedestrian "parkway" with outdoor patios, amenity structures and landscaping connecting the campus. The site construction is approximately 532,000 s.f. including grading, storm water treatment and drainage, shade structure, parking, decorative pedestrian paving, landscaping, and site lighting.

Mind OC | Be Well OC South Campus/ Irvine, CA
Preconstruction services for three new single story buildings, totaling 75,000 s.f. on 22-acres of land on the former El Toro Marine Base. The project is a continuation of a partnership between Be Well and the County of Orange to better manage the behavioral and mental well-being of OC residents.

Licenses / Certifications

» LEED Accredited Professional BD+C
» Healthcare Construction Certificate (HCC)

Professional Affiliations

» ASHE, American Society for Healthcare Engineering
» CASHE, Central Arizona Society for Healthcare Engineering

Education

Bachelor of Science, Construction Management, California State University, Fresno
Associates Degree, Architecture, College of the Sequoias, Visalia

Cost Controls, Budgeting & Safety
2 Years @ Snyder Langston

JOSH CORTEZ, STSC

Sr. Project Manager

As Senior Project Manager, Josh provides comprehensive leadership from project conception through completion and occupancy. He oversees all aspects of planning, budgeting, and scheduling to ensure alignment with client goals and expectations. Known for his collaborative approach, he works closely with design and construction teams to optimize constructability, sequencing, and quality control while maintaining a strong focus on safety and client satisfaction. Josh brings a results-driven mindset and steady project leadership that fosters teamwork, efficiency, and successful project delivery.

Key Experience

RUHS Wellness Village/ Mead Valley, CA
Design-build services for a 5-building, 450,000+ s.f. campus supporting behavioral health services, encompassing mental health urgent care, a children's intensive mental health treatment clinic, outpatient mental health treatment, a sobering center, and medical clinic services. Short-stay and residential treatment programs, a recovery residence, and supportive housing are also included. Extensive site work and amenities are included on this 19-acre site.

Vandenberg Space Force Base CSA/ Vandenberg, CA
Renovation program for Northrop Grumman, including three building upgrades and a proof load test facility supporting Department of Defense and U.S. Air Force national security initiatives. Scope included modernization of structural, MEP, and testing infrastructure to meet stringent defense and aerospace standards.

Clovis Community Medical Center/ Clovis, CA
$300 million campus expansion including a five-story, 144-bed, 435,000 SF patient tower with six operating rooms and 24 intensive care beds. Scope included a new main entry, interior build-out, pharmacy renovation, and expansion of emergency, laboratory, materials management, and nutrition services. The project also delivered a new lobby building, 617-space parking structure, and extensive site and civil improvements. Work was completed under OSHPD-1 jurisdiction while maintaining full hospital operations during the COVID-19 pandemic.

Marina del Rey Hospital/ Marina del Rey, CA
Preconstruction services for the $500 million Cedars-Sinai replacement hospital, a nine-story, 310,000 SF LEED Gold acute care facility housing 160 beds. The project includes emergency, imaging, MRI, surgery, SPD, and ICU departments, as well as an offsite Central Energy Plant (CEP). Scope also included coordination of street and utility make-ready work with the City of Los Angeles. OSHPD-1.

Ventura County Medical Center Replacement Wing/ Ventura, CA
Design-build delivery of a new four-story, 226,000 SF, 128-bed acute care facility that includes the Fainer Pediatric Center. The project featured eight operating rooms, two interventional radiology suites, and a CT scanner, as well as seismic upgrades, helipad remodel, and medical gas improvements. Constructed under OSHPD-1 jurisdiction, with an emphasis on technical coordination, safety, and uninterrupted hospital operations. LEED Silver.

Hall of Justice Seismic Retrofit & Renovation/ Los Angeles, CA
Design-build services for the $171 million seismic retrofit and full renovation of a 14-story, 335,000 SF historic civic building, including a nine-story, 1,000-space parking garage. Scope included structural strengthening, modernization of MEP systems, and restoration of historic architectural elements. The project returned a key civic landmark to active use while achieving modern seismic and preservation standards.

Licenses / Certifications
- Safety Trained Supervisor Construction Certified
- OSHA 10-Hour Certified
- First Aid & CPR Certified

Education
M.S., Construction Engineering
Bachelor of Science, Civil Engineering, University of Southern California

Systems Testing/Configuration/
Commissioning & Safety

15.5 Years @ Snyder Langston

LINDA DIXON, LEED GA

Assistant Project Manager

Linda assists the lead project manager in coordinating construction activities to ensure the project meets cost, schedule, and quality requirements. She is also responsible for document control, reviews plans and drawings, prepares estimates, and oversees the construction schedule.

Key Experience

Hyundai Motor America Headquarters/ Fountain Valley, CA
Construction management services for a new LEED Gold certified, 470,000 s.f. six-story, steel-framed glass and aluminum clad building on an 18-acre site. Amenities includes an atrium courtyard, a one-story technical services wing, and a full-service kitchen and cafeteria. The 5-level poured-in-place concrete parking structure accommodates 1,535 cars.

Restoration Hardware/ Newport Beach, CA
A new 4-story, 80,000 s.f. steel-framed building. The first three floors feature a luxury furniture gallery, while the fourth floor houses an 8,500 s.f. restaurant with full-service kitchen, indoor/outdoor seating and unique landscaping. Careful coordination and site logistics were required due to the project's high visibility and high-traffic location in Fashion Island.

Innovation Office Park| Phases 1 & 2/ Irvine, CA
Ground-up construction of fifteen 2-story buildings, featuring operable windows, sectional glass doors and exterior stairs. There are three unique building plan designs and each building has a related amenity pavilion with a freestanding shade structure and outdoor kitchen with umbrella shade canopies. The buildings achieved LEED-Silver. The project's scope also included off-site street modifications and all related site improvements on this 19-acre campus..

Eastside Christian Church/ Anaheim, CA
Preconstruction and construction services for the adaptive reuse of a former manufacturing building into a state-of-the-art church. The 170,000 s.f., two-story facility retains the existing steel and concrete structural systems and tilt-up exterior walls, but now houses a 2,700-seat auditorium with theatrical lighting, a catwalk system, advanced audiovisual systems, and broadcasting capability. Scope includes worship facilities for high school, Jr. high and elementary levels along with nursery rooms, administrative spaces, meeting rooms, fellowship hall, cafe and on-grade parking for 1,200 cars.

Western Digital/ Irvine, CA
Tenant improvement build-out in three buildings totaling 323,000 s.f. as part of the relocation and consolidation of existing facilities into LBA's Park Place Center. Work includes offices, a data center, extensive electronics testing labs with overhead electrical busways and process piping for gases and utility services, a new exterior substation and a service yard to house a generator, chiller, LN2 tank, and a D1 water system.

Hotel Irvine/ Irvine, CA
Remodel and upgrade of hotel's ground-floor public spaces, including registration lobby, pre-function areas, meeting rooms, ballrooms, lounges, restaurant and bar areas. Significant site work upgrades and improvements including new utility services, flat-work, landscaping, and a large Title 24 compliant outdoor tent with all lighting, HVAC, and fire protection systems were also included in the renovation.

Sage Hill School - Gym & Middle School/ Newport Beach, CA
38,660 s.f., two-story building including gymnasium with locker rooms and middle school classrooms with support rooms. Plaza tie-in to the existing science building, reconfiguration of the practice field, and renovation of the baseball field including new drainage, turf and lights.

Leonard Institute for Cancer Prevention, Treatment & Wellness/ Mission Viejo, CA
Preconstruction and construction services for a new 108,000 s.f. medical office building and cast-in-place 611-stall parking garage, requiring extensive retaining wall system to transform a hillside into a suitable construction site. The structural foundation is CIDH Piles and side-plate bolted structural system. Inside, two of the four floors are OSHPD-3 and house a world-class cancer and imaging center. Programming includes MRI, CT, Pet-CT, CT-simulation, Radiation Oncology, Surgical Oncology, Tumor Board Exam, Infusion, RAD/Fluoroscopy, Ultrasound, conference, therapy, consultation, exam rooms, gym, wellness center, demonstration kitchen, chapel, lab, and pharmacy.

Licenses / Certifications
- LEED™ Green Associate
- OSHA 30-Hour Certified
- CPR & First Aid Certified

Professional Affiliations
- US Green Building Council
- Construction Management Association of America
- National Association of Women in Construction
- WiOPS- Women in Construction Operations

Education
Bachelor of Science, Construction Engineering Management, California State University, Long Beach
Associate of Arts, Interior Design, Long Beach City College

On-site Field Supervision, Scheduling & Safety

9 Years @ Snyder Langston

YALE KIM, LEED AP

Superintendent

Yale is responsible for planning, organizing, and preparing site logistics. He schedules and coordinates all subcontractor activities to achieve the most efficient work sequencing and regularly inspects each trade's work, validating it against the contract documents. As a Master Builder, Yale formulates solutions to complex problems while moving the project forward to meet contractual deadlines. He works closely with the project team, city inspectors, and the in-house safety director to ensure a productive and safe environment while emphasizing quality standards.

Key Experience

RUHS Wellness Village/ Mead Valley, CA
Design-build services for a 5-building, 450,000+ s.f. campus supporting behavioral health services, encompassing mental health urgent care, a children's intensive mental health treatment clinic, outpatient mental health treatment, a sobering center, and medical clinic services. Short-stay and residential treatment programs, a recovery residence, and supportive housing are also included. Extensive site work and amenities are included on this 19-acre site.

OC Animal Care Facility/ Tustin, CA
Design-build services for an two-story main building and six separate dog kennel building on a 10-acre site. The kennels feature climate controlled environments with an abundance of natural light, a salon spaces for bathing and grooming, various cat housing areas (including "catios," outdoor patios where cats can socialize), three surgery suites that include pre-op facilities and post-op recovery rooms, and separate exam rooms for dogs and cats. The facility provides four outdoor play areas along with 'get acquainted' rooms in the dog kennels.

Innovation Office Park - Phases 1 & 2/ Irvine, CA
Construction of fifteen 2-story buildings, featuring operable windows, roll-up glass doors and exterior stairs. Each creative loft-style building features a related amenity pavilion with a freestanding shade structure, outdoor kitchen and private patio. The campus is connected by a pedestrian pathline and includes an indoor/outdoor café, fitness center, conference center and central outdoor pavilion. The project's scope includes all related site improvements on this 19-acre campus, along with off-site street modifications. The project achieved LEED-Silver certification.

Innovation Office Park - 220 Progress Flex Suites/ Irvine, CA
Construction of nine individual flex suites totaling 41,600 s.f. over two floors. The suites feature high-end millwork, illuminated architectural wood panels, glass-walled conference rooms, private offices, work/IT rooms, kitchenettes and breakrooms, and are served by two central lobbies. Our team provided data pathways, tied into existing HVAC trunk line.

Innovation Office Park - 240 Progress Flex Suites/ Irvine, CA
Interior build-out of flex suites with conference rooms, private offices and break areas. The suites are served by a central lobby.

The Park at Park Place / Irvine, CA
Preconstruction and construction for the redevelopment of a four-acre site including existing and new landscape and hardscape, along with amenity upgrades featuring a basketball court, amphitheater, garden, open air trellis, new restrooms and mechanical equipment. Reroute of existing kitchen exhaust from the plaza level below is also included in the scope of work.

Consumer Direct/ Irvine, CA
Tenant improvements with new partitions and ceilings to accommodate the updated first and second-floor layouts. Scope includes replacing the exterior roll-up door, restrooms, interior stairs, roof-top mechanical units and relocating the existing roof hatch, along with MEP and structural improvements.

Christ Cathedral/ Garden Grove, CA
Transformation of the all-glass, iconic Crystal Cathedral into Christ Cathedral, which seats over 2,000 people. Work includes the demolition and installation of new stone floors, walls, and an extensive new "quatrefoil" wall and ceiling panel system. The build-out of the lower level (undercroft) includes a choir practice room. Additional work involves the replacement of site finishes, landscape, and parking lot re-configuration.

NBC Universal Area 71/ Los Angeles, CA
Preconstruction and construction services for four new 18,000 s.f. concrete tilt-up sound stages with 51' clear lighting grid and catwalk level, along with two 4-story, 40,000 s.f. production office buildings that include dressing rooms, green rooms, conference rooms, office suites, kitchenettes, bull pens, M&E rooms, and restrooms. Flexible design and STC-rated "elephant doors" accommodate various production types (film, television, and live audience shows.) Silent HVAC systems minimize ambient noise. Civil work included a deep soil mixing under the building foundations and buttress along the Los Angeles River to address liquefaction potential. Installation of a central utility plant with capacity for future expansion was included.

Education

Bachelor of Science,
Civil Engineering,
University of California, Irvine

Licenses / Certifications

- OSHA 10-Hour Certified
- OSHA 30-Hour Certified
- Fire Safety Training
- CPR, First Aid & AED
- Fall Protection
- Scaffold Training
- Manlift & Forklift Training
- Heat-Illness Prevention

Professional Affiliations

- U.S. Green Building Council, LEED AP BD+C, License #11003288
- Board of Professional Engineers, Land Surveyors, and Geologists

QA/QC & Safety
3.5 Years @ Snyder Langston

KEAGAN COYNE, ASSOC. DBIA, STSC

Assistant Superintendent

As Assistant Superintendent, Keagan's primary role is to assist the lead superintendent in coordinating, scheduling, and managing trade partners in the field. He works with the team to meet schedule and budget goals and ensures all subcontractors and staff adhere to safety protocols. Keagan also manages quality standards checklists to achieve zero defect punch lists.

Key Experience

RUHS Wellness Village/ Mead Valley, CA

Design-build services for a single-phase 5-building, 450,000+ s.f. campus to accommodate outpatient behavioral health services, short-stay and residential treatment programs, a recovery residence and supportive housing. The 13-acre development includes extensive site work and outdoor amenities.

Innovation Office Park | Phase 1/ Irvine, CA

Preconstruction and construction of eight 2-story LEED Silver-certified buildings featuring operable windows, sectional glass doors, and exterior stairs. Each of the three unique designs features an outdoor gathering area with free-standing shade canopy. A central path connects the buildings with a fitness center, cafe, outdoor kitchens, and amenity pavilions. Off-site street modifications and site improvements on this 19-acre campus were included in the project scope

Zia Apartments/ Anaheim, CA

Construction of a new apartment complex on 9-acres. This 315-unit multi-story wrap will feature a 4,000 s.f. gym, clubhouse, onsite leasing center, and community pool and spa areas.

Evolve South Bay Apartments/ Carson, CA

The new 300-unit complex features 3-story stacked flats with top-floor lofts in a mix of one, two, and three-bedroom layouts. The project is a Type V slab-on-grade and includes private garages, tuck-under, and on-site parking. Luxury interior finishes and community amenities are included: state-of-the-art fitness center, resort-style pool and spa, barbeque area, outdoor fireplaces, fitness equipment, dog park, walking path, co-working space, business center, social lounge, and an open-air California Room.

Licenses / Certifications

- DBIA Certified (Design Build Institute of America)
- OSHA 10-Hour Certified
- First Aid & CPR Certified
- Safety Trained Supervisor Certification

Education

Bachelor of Science in Construction Management;
Cal Poly San Luis Obispo

Safety
1.5 Years @ Snyder Langston

HUNTER CLUSE

Project Engineer

Hunter is responsible for managing all document control for the project. He coordinates material procurement, and verifies conformity to the design documents. Hunter generates and tracks RFI responses and meeting minutes and distributes all communication to the project team and subcontractor community. He manages the punch list process to achieve zero defects, and ultimately ensures that the project is well-managed and highly organized.

Key Experience

RUHS Wellness Village/ Mead Valley, CA
Design-build services for a 5-building, 450,000+ s.f. campus supporting behavioral health services, encompassing mental health urgent care, a children's intensive mental health treatment clinic, outpatient mental health treatment, a sobering center, and medical clinic services. Short-stay and residential treatment programs, a recovery residence, and supportive housing are also included. Extensive site work and amenities are included on this 19-acre site.

Restoration Hardware/ Newport Beach, CA
Construction of a 4-story, 80,000 s.f. steel-framed building. The first three floors feature a luxury furniture gallery, while the fourth floor houses an 8,500 s.f. restaurant with full-service kitchen, indoor/outdoor seating and landscaping. Careful coordination and site logistics were required due to the project's high visibility and high-traffic location in Fashion Island.

The Club at Gavilan Ridge/ Rancho Mission Viejo, CA
Preconstruction for a new amenity facility that includes a pool, spa, a 9,415 clubhouse building with fitness center, and three buildings housing a bar, pool equipment and restrooms. A large patio area with fountain and gazebo, BBQs and seating are also included. The project features eight pickleball courts with sail shades, cabanas, and fire pits to serve newly constructed residential community.

Licenses / Certifications

» OSHA-10 Certified
» First Aid & CPR Certified

Education

Bachelor of Science in Business Management;
San Diego State University

NATHAN KIM, AIA, LEED AP *Principal*

Project Principal

Nathan will be the client liaison and responsible for overall project success. As Project Principal, Nathan's role is both strategic and client-facing, ensuring the project aligns with the client's vision and the firm's standards. Nathan fosters a collaborative process that leads to design innovation and technical excellence. Combining creative talent and in-depth practical experience, he seamlessly bridges all project phases while interfacing with clients, consultants and public agencies.

Key Experience

Orange County Health Care Agency/ Irvine, CA
This project is the largest Design-Build project undertaken by the County of Orange, unifying public health services into a single 70,000 SF campus to promote the health and well-being of residents. PCL collaborated with local authorities, including IRWD, So Cal Edison, SoCalGas, and the City of Irvine, gaining valuable operational insights. The project features one stop shop with advanced facilities for Public Health Lab (PHL), Communicable Disease Control Division (CDCD) and Emergency Medical Services (EMS). A key component is the Emergency Operations Center, a Public Safety Risk Level IV facility designed for 24/7 emergency operations.

Saddleback College @ATEP/ Tustin, CA
Gensler worked with Saddleback College and the South Orange CCCD to develop the Culinary Arts and Auto Technology Program. The goal of the project was to create a campus that prepares students for current and emerging technology careers in collaboration with business and industry leaders. Saddleback @ATEP will provide innovative learning spaces that mimic modern workplaces, employ state-of-the-art technology and equipment, and build public-private partnerships with industry. The program spaces will include lab space, instructional classrooms and division offices as well.

Port of Long Beach Maintenance Facility/ Long Beach, CA
The 60,000 sf maintenance building brings together once separated personnel to a new day-lit facility that enhances worker productivity. The Port's maintenance division services over 3200 acres of roadways, docks and piers, and includes a 3 bay vehicle maintenance shop, fueling and vehicle wash area. Similar to the CARB Replacement project, covered parking for heavy duty vehicles and a large vehicle circulation area was integral to the site planning. As a low bid, public design, bid build project, much emphasis was placed on quality assurance and quality control.

California Baptist University, College of Engineering/ Riverside, CA
Gensler partnered with CBU to design the Troesch Engineering Building, a 100,000 square foot campus facility to house a fast-growing range of engineering programs. The building houses wet labs, dry labs, active learning classrooms, computer labs, and various maker shops to support a hands-on learning. An outdoor yard provides exterior space and a staging area for large projects. An accessible rooftop features a solar-thermal lab, photovoltaic farm, and other open space for experimentation. Our team, with early builder engagement, delivered the facility from programming through construction on a fast-track 3-year schedule, meeting the University's budget and the College of Engineering's timeline.

Biola University Lim Center for Science, Technology & Health/ Long Beach, CA
One of the largest buildings on campus with a prominent location, Biola's new Alton and Lydia Lim Center for Science, Technology, and Health provides state-of-the-art educational space for Biola University's growing science and health programs.

Long Beach City College Construction Trades II/ Long Beach, CA
The new Construction Trades II Building replaced aging facilities and addressed the growing needs of the construction + trades programs. The building includes specialized learning environments for Architecture, Horticulture, and Anthropology, along with general classrooms and administrative offices. Gensler developed the successful Final Project Proposal (FPP) that led to the state funding of this important project.

Licenses / Certifications
Member, Society for College and University Planning (SCUP)
Board Member, Asian American Architects & Engineering Association

Education
Bachelor of Architecture,
California State Polytechnic University, Pomona, CA

Gensler

Architect of Record
19 Years @ Gensler

NICHOLAS ACEVEDO, AIA, LEED AP *Principal*

Project Director

Nick's expertise ranges from leading small teams with a focus on custom project elements to managing large complicated project teams with multiple stakeholders. Nick will work closely with the client, Gensler, and consultant team to establish and monitor preliminary project budgets and schedules. He will oversee day-to-day project administration, coordinate the work of all team members and consultants through clear communication, and ensure progress aligns with targeted objectives. Nick's experience includes design build delivery, detailed building tectonics, and BIM project delivery.

Key Experience

Orange County Health Care Agency/ Irvine, CA
This project is the largest Design-Build project undertaken by the County of Orange, unifying public health services into a single 70,000 SF campus to promote the health and well-being of residents. PCL collaborated with local authorities, including IRWD, So Cal Edison, SoCalGas, and the City of Irvine, gaining valuable operational insights. The project features one stop shop with advanced facilities for Public Health Lab (PHL), Communicable Disease Control Division (CDCD) and Emergency Medical Services (EMS). A key component is the Emergency Operations Center, a Public Safety Risk Level IV facility designed for 24/7 emergency operations.

OC Employees Retirement System HQ/ Santa Ana, CA
A progressive design-build effort, Orange County Employee Retirement System (OCERS) is creating a new, ground-up, three-story headquarters building. It includes the demolition and removal of the existing office building and design and construction of a new administrative headquarters located on OCERS existing 3.41 acre parcel. The new administrative facility will include a new atrium entryway, a board room for public meetings for up to 120 people, and a modern workplace and conference center to accommodate future growth for the next 25 to 30 years.

Saddleback College @ATEP/ Tustin, CA
Gensler worked with Saddleback College and the South Orange CCCD to develop the Culinary Arts and Auto Technology Program. The goal of the project was to create a campus that prepares students for current and emerging technology careers in collaboration with business and industry leaders. Saddleback @ATEP will provide innovative learning spaces that mimic modern workplaces, employ state-of-the-art technology and equipment, and build public-private partnerships with industry. The program spaces will include lab space, instructional classrooms and division offices as well.

Clay Lacy Aviation Hangar Building/ Santa Ana, CA
The Clay Lacy Aviation complex is a Fixed Based Operations consisting of approximately 14 acres of airport leasehold including a 20,000 sf terminal and office space, 4 hangars and an additional 25,000 sf office leaseholds, over 280,000 sf of ramp and staging area, and approximately 230 car parking spaces with over 80 electric vehicle charging spaces, The client's focus on sustainability resonates throughout the entire facility with complex water treatment measures for the on-site water, increased green space from the original land use, recycled material usage for the pre-engineered hangars, and on-site solar panels with battery storage capable of supporting the entire facility.

City of Irvine, Hangar 10/ Irvine, CA
Gensler has been engaged by the City of Irvine to provide comprehensive design services for the adaptive reuse of Hangar 10, transforming the historic structure into a vibrant, multi-tenant food and beverage destination. Originally constructed during World War II as a military warehouse, Hangar 10 is located within the Great Park and is part of a broader redevelopment initiative aimed at establishing a dynamic retail and culinary hub.

Broadcom/ Irvine, CA
For its new corporate headquarters, microchip manufacturer Broadcom sought to create a connected campus that allows for seamless work between all employees. The campus also needed to provide an inviting customer and visitor experience to showcase their brand and identity, while connecting with their larger local community. Working across multi-offices, Gensler designed the signature campus and interiors to represent Broadcom's commitment to Orange County and their desire to attract and retain top talent.

Licenses / Certifications
» NCARB- National Council of Architectural Registration Boards
» CDT- Construction Document Technologist

Education
Bachelor of Architecture,
Cal Poly State University, San Luis Obispo, CA

DAVID JOHNSON, AIA *Sr. Associate*

Design Director

With over 30 years of experience in the planning and design of academic research, clinical and civic facilities, David's creative process is both intuitive and analytical which drives a holistic and collaborative approach to design. As Design Director, David will lead the design vision for the project, establishing its aesthetic, functional, and operational guidelines while directing the design team in developing efficient and purposeful concepts.

Key Experience

Orange County Health Care Agency/ Irvine, CA
This project is the largest Design-Build project undertaken by the County of Orange, unifying public health services into a single 70,000 SF campus to promote the health and well-being of residents. PCL collaborated with local authorities, including IRWD, So Cal Edison, SoCalGas, and the City of Irvine, gaining valuable operational insights. The project features one stop shop with advanced facilities for Public Health Lab (PHL), Communicable Disease Control Division (CDCD) and Emergency Medical Services (EMS). A key component is the Emergency Operations Center, a Public Safety Risk Level IV facility designed for 24/7 emergency operations.

College of the Desert Science Building/ Palm Desert, CA
This project is a comprehensive reconstruction of the Science Building, originally built in the early 1960s and partially upgraded in 2002. The core and shell architecture renovation included a seismic rehabilitation of a single story, precast building walls with wood roof framing, and attached precast concrete arcade covered walkways. The tenant improvement program includes several laboratory and classrooms spaces including Organic Chemistry, Chemistry, Biology, Geology, Microbiology, and Laboratory Services.

California Baptist University, College of Engineering/Riverside, CA
Gensler partnered with CBU to design the Troesch Engineering Building, a 100,000 square foot campus facility to house a fast-growing range of engineering programs. The building houses wet labs, dry labs, active learning classrooms, computer labs, and various maker shops to support a hands-on learning. An outdoor yard provides exterior space and a staging area for large projects. An accessible rooftop features a solar-thermal lab, photovoltaic farm, and other open space for experimentation. Our team, with early builder engagement, delivered the facility from programming through construction on a fast-track 3-year schedule, meeting the University's budget and the College of Engineering's timeline.

Enloe Health/ Chico, CA
The EOICC project consists of a state-of-the-art imaging and cardiovascular center composed of approximately 58,000 building gross square feet; consolidating existing services across Enloe's health system in Chico, as well as include more capacity for new CV specialists and growing services and programs. The facility will be a freestanding two-story outpatient center, with the CV clinic, cardio-diagnostics, and provider workstations on the second floor, while all other functions (including the anticoagulation clinic and cardiopulmonary rehabilitation) will be based on the ground level. The facility should conform to OSHPD 3 requirements for clinics or outpatient services of a hospital licensed pursuant to HSC Section 1250.

County of Riverside Adult Residential Facility/ Riverside, CA
The Franklin Adult Residential Facility and Behavioral Health Clinic is an 81-bed adult residential facility providing supportive and behavioral health services for unhoused adults in Riverside County. The project is an adaptive re-use of the existing 40,000-square-feet building, owned by County of Riverside, in a light industrial zone. The existing loading dock was converted to outdoor recreational area. The project was designed, permitted, and constructed within eleven (11) months. Design and construction were carried out concurrently to meet the aggressive schedule. Permits were obtained in various packages so contractors could work simultaneously as designs were being developed. High-quality design was assured through a structured, iterative process that prioritized collaboration, quality control, and continuous feedback.

Licenses / Certifications
» Registered Architect, California

Education
MA, University of California, Berkeley
BA, University of Florida

Gensler

11 years @ Gensler

RYLEY POBLETE *Sr. Associate*

Lab Specialist

As A Global and SW Regional Practice Area Leader of Science, Ryley has spent much of his career focused on the sciences. He will work with the client and scientists to understand workflows, equipment needs, and research processes; translating these requirements into spatial layouts that optimize efficiency and safety. He will collaborate with architects, engineers, and consultants to integrate lab infrastructure into the overall building design. Ryley will also ensure compliance with industry standards and specify specialized systems.

Key Experience

Orange County Health Care Agency/ Irvine, CA
This project is the largest Design-Build project undertaken by the County of Orange, unifying public health services into a single 70,000 SF campus to promote the health and well-being of residents. PCL collaborated with local authorities, including IRWD, So Cal Edison, SoCalGas, and the City of Irvine, gaining valuable operational insights. The project features one stop shop with advanced facilities for Public Health Lab (PHL), Communicable Disease Control Division (CDCD) and Emergency Medical Services (EMS). A key component is the Emergency Operations Center, a Public Safety Risk Level IV facility designed for 24/7 emergency operations.

Genentech Technical Research & Development Building/ South San Francisco, CA
The new 270,000 SF Technical Research & Development center brings together various departments currently spread across multiple buildings into one dynamic and collaborative environment. The year-long feasibility study explored options to either expand the existing campus buildings or build a new facility. To achieve this, Gensler's design incorporates the latest research on future lab trends, sustainability goals, researchers' needs, and financial efficiencies essential for creating an exceptional research environment.

Abbvie/ Irvine, CA
Abbvie's Irvine campus is undergoing a significant refresh, with multiple renovation and optimization projects aimed at modernizing facilities and enhancing research capabilities. Gensler's scope includes the creation of a new courtyard, new training and conference centers, enhancing the existing fitness center and locker rooms, and upgrades to Towers I and II. Additionally, Gensler worked with AbbVie on the 2,500 Teller SAT BSL Lab which includes the design for a new lab that is located within an existing 1st floor warehouse space. This project is part of the broader Teller Optimization Study at Abbvie's Irvine campus..

Del Mar College Oso Creek Campus/ Corpus Christi, TX
The Oso Creek Campus for Del Mar College provides a state-of-the-art learning environment. The three-level, 96,700 sf STEM Building houses the college's architecture program on the ground level; the math and engineering program occupies the building's second level; and, the biology, chemistry, and physics programs are on the third level. In addition to classrooms and studio spaces, an extensive multi-functional maker space/ maker shop for 3D printing, woodworking, and metals shop will allow the STEM students to realize their ideas.

Confidential Sciences Client/ Oro Valley, AZ
Gensler is working with this client to reshape their 500,000 sf dual-campus site into a future-ready lab workplace that supports scientific excellence and evolving workstyles that are beginning to impact the campus. With the need to vacate several buildings, relocate key teams, and remove non-compliant structures, the team was challenged to execute these changes with minimal disruption and limited available space. At the same time, the organization is reassessing how work happens, while embracing hybrid models, introducing new space types to support mobility and collaboration, and integrating new technology for the scientific teams.

109 Brookline Avenue/ Boston, MA
This project consists of the demolition of the non-structural elements and exterior envelope of the existing four-story building, and the construction of a new twelve-story Core and Shell building. Two levels below grade will provide parking and back-of-house spaces. The first two stories above-grade will provide additional laboratory support program, tenant and public amenity spaces, and retail tenant spaces. A 29-foot mechanical penthouse is planned at the roof-level to support the building's MEP systems. The upper level program is expected to consist of 60% laboratory area and 40% office area within tenant spaces.

Licenses / Certifications
» Sciences Practice Area Leader
» Member, Urban Land Institute

Education
Bachelor of Architecture, University of Houston
Master of Architecture, Harvard University

Gensler

22 years @ Gensler

JAIMELYNN SHAH, LEED AP BD+C *Principal*

Design Director

Jaimelynn will serve as the creative lead for the interiors portion of the project, translating your values, story and purpose into a cohesive and compelling design strategy. She will work with the interiors team and the David Johnson, our architectural Design Director, to deliver thoughtful, high-performing solutions that exceed expectations. With over 20 years of experience, she ensures the project represents Gensler's best work.

Key Experience

OC Employees Retirement System HQ/ Santa Ana, CA
A progressive design-build effort, Orange County Employee Retirement System (OCERS) is creating a new, ground-up, three-story headquarters building. It includes the demolition and removal of the existing office building and design and construction of a new administrative headquarters located on OCERS existing 3.41 acre parcel. The new administrative facility will include a new atrium entryway, a board room for public meetings for up to 120 people, and a modern workplace and conference center to accommodate future growth for the next 25 to 30 years.

Skyworks Solutions Global Headquarters/ Irvine, CA
As a global innovator of high performance analog semiconductors, Skyworks sought a design for their new 70,000 sf headquarters that reflects the company's culture and ethos. The new design embraces the open office while providing ample focused work space at the perimeter and core of the floorplate- a departure from their previous space where teams were mainly segregated. A large and flexible multi-purpose room promotes company connectivity while spaces such as a secure executive floor equipped with a safe room offer security.

Abbvie/ Irvine, CA
Abbvie's Irvine campus is undergoing a significant refresh, with multiple renovation and optimization projects aimed at modernizing facilities and enhancing research capabilities. Gensler's scope includes the creation of a new courtyard, new training and conference centers, enhancing the existing fitness center and locker rooms, and upgrades to Towers I and II. Additionally, Gensler worked with AbbVie on the 2,500 Teller SAT BSL Lab which includes the design for a new lab that is located within an existing 1st floor warehouse space. This project is part of the broader Teller Optimization Study at Abbvie's Irvine campus.

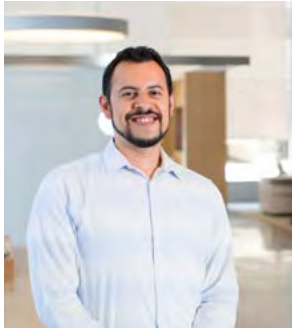
SCS Engineers/ Long Beach, CA
SCS Engineers new HQ was envisioned as both a workplace and a living expression of their mission: Improve the future of their people and the environment. The new headquarters included programming for approximately 40,000 sf of interior office space and prioritized inclusivity and efficiency. By consolidating their program into one contiguous floorplate, they were able to eliminate duplicate support spaces and optimize shared resources. At the heart of the office is a multi-functional break area designed to support social interaction, wellness, and collaboration. As a result of our efforts, employee satisfaction has increased by 85%.

Broadcom/ Irvine, CA
For its new corporate headquarters, microchip manufacturer Broadcom sought to create a connected campus that allows for seamless work between all employees. The campus also needed to provide an inviting customer and visitor experience to showcase their brand and identity, while connecting with their larger local community. Working across multi-offices, Gensler designed the signature campus and interiors to represent Broadcom's commitment to Orange County and their desire to attract and retain top talent.

The Michelson/ Irvine, CA
Important concepts for this building transformation project focused on revitalization to help adjust to future growth and market changes. Planning included any necessary adaptation, so the spaces were all designed for multi-use function. With its direct outdoor connection, the vast lobby allows extensive flexibility for this building, including hosting a variety of community and local events or activities. By accentuating the day-to-night experience, the new design invites more than just tenants to visit the amenities it has to offer. It offers a "destination" to the community and surrounding businesses.

Licenses / Certifications
» Member IIDA
» Certified Interior Designer (CID)
» Member AIA

Education
Bachelor of Arts, San Jose State University



SERGIO RIVAS, LEED AP *Sr. Associate*

QA/QC

Sergio brings over 20 years of experience in his field and a strong technical background in the documentation and detailing of projects. He has extensive construction administration experience with all building types. Sergio will establish QA/QC protocols that aligned with the firm standards, client requirements and regulatory codes. He will work closely with the team to ensure that all design and documentation meet the highest standards of accuracy and compliance.

Key Experience

OC Employees Retirement System HQ/ Santa Ana, CA
A progressive design-build effort, Orange County Employee Retirement System (OCERS) is creating a new, ground-up, three-story headquarters building. It includes the demolition and removal of the existing office building and design and construction of a new administrative headquarters located on OCERS existing 3.41 acre parcel. The new administrative facility will include a new atrium entryway, a board room for public meetings for up to 120 people, and a modern workplace and conference center to accommodate future growth for the next 25 to 30 years.

Abbvie/ Irvine, CA
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Delta Sky Way at LAX/ Los Angeles, CA
Transforming an entire terminal while remaining operational is no small feat, let alone two. Gensler began by assisting Delta in orchestrating the most challenging terminal move in commercial aviation history, a shuffle that impacted 27 airlines and 10 vendors across four terminals. After Delta's move to Terminals 2 and 3 was complete, Gensler began the process of designing a radical transformation of the two terminals. The two terminals, previously two separate facilities, is now connected by a centralized space encompassing a ticketing lobby, a consolidated security screening checkpoint, baggage claim, premium ground experience, and Delta Sky Club.

Mariner's Church/ Irvine, CA
Founded in 1963, Mariners Church is rooted in serving the community regardless of denomination. This organization's philosophy led to the Church opening it's doors to neighboring communities during the COVID pandemic, and realizing that their current facilities did not accommodate large gatherings or meet the capacity of their rapidly growing congregation. Gensler was hired to plan and design multiple permanent several large-scale outdoor venues including an outdoor amphitheater, coffee shop and outdoor meeting rooms, children's worship center and new studio and podcast facilities.

Masimo/ Irvine, CA
After taking over a previously designed Gensler building in Irvine, this medical device company was looking to re-brand their new home in their own style. Gensler's design was to fuse the indoors and outdoors to create a workplace that promotes healthy lifestyles. Gensler was able to reallocate existing warehouse space, opening it up to the outdoors to create a new central garden area. The new mezzanine provides a significant amount of office space for the R&D employees. Interconnecting walkways through the garden connect each of the different office departments together, providing a stress reduced area for employees to walk through and enjoy during the workday.

Blue Shield HQ Relocation/ Oakland, CA
The project includes interior architectural design, documentation, and CA services for 210,000 sf Blue Shield of California headquarters in Oakland, CA. In designing Blue Shield's new workplace, Gensler situated private and semi-private meeting rooms and collaboration areas around the building core to allow for more interaction and collaboration, while workstations were placed around the perimeter, giving employees at their desks access to natural daylight and views. Natural daylight is also abundant in the Executive Briefing Center. Additional amenities include a full service cafeteria and kitchen, break rooms, and fitness facility.

Licenses / Certifications
- Registered Architect, CA
- CCCA- Certified Construction Contract Administration
- CDT- Construction Document Technologist

Education
Bachelor of Architecture, Yale University
Master of Real Estate Design Studies, University of Southern California

MICHAEL ROBINS, AIA *Associate*

Project Architect

As Project Architect, Michael will coordinate with the project team, including consultants, to produce precise technical documents for your project. He will manage the technical coordination, resolve code issues, and obtain agency approvals, in the design development phase as well as the construction documents phase. He is a trusted advocate for clients, known for guiding projects through all phases—from concept to completion—with clarity, creativity, and commitment

Key Experience

Orange County Health Care Agency/ Irvine, CA
This project is the largest Design-Build project undertaken by the County of Orange, unifying public health services into a single 70,000 SF campus to promote the health and well-being of residents. PCL collaborated with local authorities, including IRWD, So Cal Edison, SoCalGas, and the City of Irvine, gaining valuable operational insights. The project features one stop shop with advanced facilities for Public Health Lab (PHL), Communicable Disease Control Division (CDCD) and Emergency Medical Services (EMS). A key component is the Emergency Operations Center, a Public Safety Risk Level IV facility designed for 24/7 emergency operations.

Saddleback College @ATEP/ Tustin, CA
Gensler worked with Saddleback College and the South Orange CCCD to develop the Culinary Arts and Auto Technology Program. The goal of the project was to create a campus that prepares students for current and emerging technology careers in collaboration with business and industry leaders. Saddleback @ATEP will provide innovative learning spaces that mimic modern workplaces, employ state-of-the-art technology and equipment, and build public-private partnerships with industry. The program spaces will include lab space, instructional classrooms and division offices as well.

Clay Lacy Aviation Hangar Building/ Santa Ana, CA
The Clay Lacy Aviation complex is a Fixed Based Operations consisting of approximately 14 acres of airport leasehold including a 20,000 sf terminal and office space, 4 hangars and an additional 25,000 sf office leaseholds, over 280,000 sf of ramp and staging area, and approximately 230 car parking spaces with over 80 electric vehicle charging spaces, The client's focus on sustainability resonates throughout the entire facility with complex water treatment measures for the on-site water, increased green space from the original land use, recycled material usage for the pre-engineered hangars, and on-site solar panels with battery storage capable of supporting the entire facility.

College of the Desert Science Building/ Palm Desert, CA
This project is a comprehensive reconstruction of the Science Building, originally built in the early 1960s and partially upgraded in 2002. The core and shell architecture renovation included a seismic rehabilitation of a single story, precast building walls with wood roof framing, and attached precast concrete arcade covered walkways. The tenant improvement program includes several laboratory and classrooms spaces including Organic Chemistry, Biology, Geology, Microbiology, and Laboratory Services.

Long Beach City College Construction Trades II/ Long Beach, CA
The new Construction Trades II Building replaced aging facilities and addressed the growing needs of the construction + trades programs. The building includes specialized learning environments for Architecture, Horticulture, and Anthropology, along with general classrooms and administrative offices. Gensler developed the successful Final Project Proposal (FPP) that led to the state funding of this important project.

Mariner's Church/ Irvine, CA
Founded in 1963, Mariners Church is rooted in serving the community regardless of denomination. This organization's philosophy led to the Church opening it's doors to neighboring communities during the COVID pandemic, and realizing that their current facilities did not accommodate large gatherings or meet the capacity of their rapidly growing congregation. Gensler was hired to plan and design multiple permanent several large-scale outdoor venues including an outdoor amphitheater, coffee shop and outdoor meeting rooms, children's worship center and new studio and podcast facilities.

Licenses / Certifications
» Registered Architect, California & Utah

Education
Master of Architecture, University of Utah
Bachelor of Architecture, University of Utah

NAHID AKRAM, AIA *Associate Designer*

As Architectural Designer, Nahid will be responsible for developing and refining design concepts into detailed plans that align with the client's vision, project goals, and regulatory requirements. He will work closely with David Johnson and collaborate closely with engineers, consultants, and contractors to ensure design integrity and constructability.

Key Experience

Orange County Health Care Agency/ Irvine, CA
This project is the largest Design-Build project undertaken by the County of Orange, unifying public health services into a single 70,000 SF campus to promote the health and well-being of residents. PCL collaborated with local authorities, including IRWD, So Cal Edison, SoCalGas, and the City of Irvine, gaining valuable operational insights. The project features one stop shop with advanced facilities for Public Health Lab (PHL), Communicable Disease Control Division (CDCD) and Emergency Medical Services (EMS). A key component is the Emergency Operations Center, a Public Safety Risk Level IV facility designed for 24/7 emergency operations.

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Enloe Health/ Chico, CA
The EOICC project consists of a state-of-the-art imaging and cardiovascular center composed of approximately 58,000 building gross square feet; consolidating existing services across Enloe's health system in Chico, as well as include more capacity for new CV specialists and growing services and programs. The facility will be a freestanding two-story outpatient center, with the CV clinic, cardio-diagnostics, and provider workstations on the second floor, while all other functions (including the anticoagulation clinic and cardiopulmonary rehabilitation) will be based on the ground level. The facility should conform to OSHPD 3 requirements for clinics or outpatient services of a hospital licensed pursuant to HSC Section 1250.

Corporate Helicopters FBO/San Diego, CA
Corporate Helicopters FBO project at Montgomery-Gibbs Executive Airport in San Diego is a next-generation aviation facility designed to serve business jets and helicopters. The project consists of a 4,700 sf FBO terminal with 5,000 sf of leasable office space. Maintenance, Repair & Overhaul facilities are included with 80,000 sf of aircraft hangar storage and a paved ramp area. The build-to-suit hangars will be tailored for the client and have direct adjacency to the taxiways on 3 sides. Additionally, a public viewing are and food concessions are planned.

Sherman Library & Gardens/Corona del Mar, CA
Sherman Library & Gardens, established in 1966, serves as a sanctuary and educational environment for history, horticulture, and the arts, acting as a custodian for regional history and art from the Pacific Southwest. The new masterplan aims to build upon the gardens' rich history, engage the community, and expand educational programs while maintaining its charm and character. The phased 2.2-acre masterplan, incorporating community feedback, will enhance visitor experience and accessibility, with completion expected by 2030.

Licenses / Certifications

» USGBC LEED Green Accredited Professional
» AIA Associate

Education

Master of Architecture, University of Illinois, Urbana-Champaign
Bachelor of Architecture, Bangladesh University of Engineering and Technology, Dhaka, Bangladesh

Gensler

4 years @ Gensler

JANET DONG, IIDA, LEED GA

Designer

As designer, Janet will contribute to the development of thoughtful, high-performing design solutions. She will work closely with Jaimelynn, the technical teams, and consultants to translate the design vision into coordinated, buildable outcomes. A graduate from Yale University, Janet brings curiosity, creativity, and accountability to every task including all client deliverables.

Key Experience

Clay Lacy Aviation Hangar Building/ Santa Ana, CA
The Clay Lacy Aviation complex is a Fixed Based Operations consisting of approximately 14 acres of airport leasehold including a 20,000 sf terminal and office space, 4 hangars and an additional 25,000 sf office leaseholds, over 280,000 sf of ramp and staging area, and approximately 230 car parking spaces with over 80 electric vehicle charging spaces, The client's focus on sustainability resonates throughout the entire facility with complex water treatment measures for the on-site water, increased green space from the original land use, recycled material usage for the pre-engineered hangars, and on-site solar panels with battery storage capable of supporting the entire facility.

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Licenses / Certifications
» Member, IIDA
» LEED Green Associate

Education
Bachelor of Science, University of Michigan, Ann Arbor
Master of Architecture, Yale University

TAIT & ASSOCIATES

Since 1964

701 N. Parkcenter Drive, Santa Ana, CA
714.560.8200 TAIT.COM

Jacob Vandervis, PE

QA/QC

Education
B.S. -- Civil Engineering
California State University, Long Beach

Year of TAIT Team Enlistment
1997

Total Experience
39

Certifications
Professional Engineer
California No. C46301

P.E.-CA, OR, AZ, UT, NV, ND, WA, HI, AK

Jacob Vandervis is Vice President and Chief Operations Officer at TAIT's Corporate Office in Santa Ana. A licensed civil engineer with over 39 years of experience, he specializes in land development across the western U.S., serving as the primary contact for national retail and residential developers. His expertise spans site design for commercial projects, cost estimation, due diligence, entitlements, and utility coordination. Jake has led fuel tank upgrade programs for major oil companies and facility upgrades for utility clients, overseeing entitlement, site design, plan approval, and construction administration. He holds certifications as a Qualified SWPPP Developer (QSD), Certified Development, Design & Construction Professional (CDP), and Certified Retail Property Executive (CRX). Jake's relevant experience includes:

Be Well-Irvine Campus, County of Orange, Project Manager, 2020-Present
Directed the preparation of grading plans, utility plans, and civil engineering design for a Class-A behavioral health campus in Irvine, CA. The 20-acre campus features outpatient services, 24 crisis stabilization beds, a 12-bed sobering station, and residential treatment facilities. Coordinated with the County of Orange and design firm Gensler to integrate open spaces and community engagement areas.

Abridged list of Relevant Projects:

- OC Animal Care Facility, City of Tustin, Project Manager, 2016
- OCTA Tustin Metrolink Station Redevelopment, Principal-in-Charge, 2009-2011
- County of Orange 100 Acre El Toro Marine Base Conversion, PIC, 2012-2025
- Baldwin Park City Yard Improvement Project, Baldwin Park, Principal in Charge, 2021-2023
- Silverado Library of the Canyons – OC Parks, OC Public Works, Principal-in-Charge, 2013-2017
- Newport Transfer Station, Newport Beach, 2023-2025
- Irvine Operation Support Facility Updates, Irvine, PIC, 2019-2025
- Dana Point Harbor Revitalization, Dana Point, PIC, 2016-Present

TAIT & ASSOCIATES

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714.560.8200 TAIT.COM

David Sloan, PE

Vice President - Director of Engineering/ Principal-In-Charge

David is responsible for supervising staff at TAIT on the preparation of public and private development projects. David has performed and coordinated detailed designs on federally funded arterial roadways, conducted utility coordination for major relocations on high profile projects and conducted project management efforts on multiple projects throughout the Southern California region. David has designed and managed the construction for multiple projects in the southern California region and is an ideal candidate to manage this project for the City. David is an effective communicator and actively stays in contact with his clients throughout the life of his projects. David has also managed multiple public works construction projects and understands the methods and costs of construction. David's relevant experience includes:

Baldwin Park City Yard Improvement Project, City of Baldwin Park, Project Manager, 2021-2023

As Project Manager, David provided in house services, including surveying, engineering, architectural, and fuel station design, for improvements to their City Yard. Those improvements include a total gut and reconfiguration of the main Administration building, as well as improvements to the warehouses and garage.

Education

BS Civil Engineering – Tau Beta Pi Honor Society & Chi Epsilon, University of Southern California

BS Physical Science, Biola

Year of TAIT Team Enlistment

2014

Total Experience

18

Certifications

Professional Engineer California No. 82595

Abridged list of Relevant Projects:

- Newport Heights Transfer Station Improvements, Newport Beach, 2024-2025
- Orange County 100 Acre El Toro Marine Base Conversion, 2014-2025, Engineer
- Saddleback Women's Health Pavilion, Laguna Hills, PIC, 2020
- Saddleback Central Utility Plant, Laguna Hills, PIC, 2023-2025
- Los Alamitos Central Utility Plant, Los Alamitos, PIC, 2020-2022
- East Station Perimeter Wall project, City of Santa Ana, Project Manager, 2020-2022
- Orange County Sheriff Department Headquarters Security Measures, Santa Ana, Project Manager 2014-2021

TAIT & ASSOCIATES

Since 1964

701 N. Parkcenter Drive, Santa Ana, CA
714.560.8200 TAIT.COM

Alejandro Gonzalez, PE

PROJECT MANAGER

Education
B.S. -- Civil Engineering
University of California, Irvine

Year of TAIT Team Enlistment
2018

Total Experience
10

Certifications
Professional Engineer
California No. C94017

Mr. Gonzalez has civil engineering experience of commercial land development projects including precise and rough grading, site accessibility, water quality treatment systems, hydrology and hydraulic analysis, earthwork analysis, retaining wall design, water & sewer, and storm drain systems. Mr. Gonzalez's design experience and technical skills allow him to create practical conceptual designs and transform them into final design plans and reports. Alex clearly and concisely presents design options to his clients, with pros and cons, to assist them in choosing which option is best for their development. Mr. Gonzalez consistently coordinates with the internal and external development teams to help execute practical design solutions. He provides civil construction engineering support and follows through until project completion. Selected Project Experience:

OCERS Headquarters, City of Santa Ana, Professional Engineer, 2024-Present

TAIT serves as the Civil Engineer of Record for the current OCERS Headquarters project as they transition from their existing property to their neighboring property that will be demolished and redeveloped into a 3-story government office building. TAIT has completed Schematic and Design Development Plans in coordination with the project team to capture the requirements set forth by the OCERS representatives. TAIT is currently developing Construction Documents for Grading, Utility, Demolition, and Public Improvements to be processed and permitted with the City of Santa. Once Construction commences, TAIT will provide construction Administration services to assist the Contractor and Owner until final completion of the project.

Abridged list of Relevant Projects:

- Catt Crossings Retail Center, City of Wildomar, Project Manager
- OCERS Headquarters, City of Santa Ana, Project Manager
- Krikorian Theaters, City of Menifee, Project Engineer
- The Press, City of Costa Mesa, Project Engineer
- Columbia Square, City of Los Angeles, Project Engineer

MICHAEL LEDBETTER, PLA, ASLA

Landscape Architect

Michael is a landscape architect with more than 25 years of diverse professional experience. He has extensive design and production management experience, leading projects from entitlements through construction. He has a strong design sense that he brings to all sectors of our land development portfolio including commercial, retail, civic, public parks, urban design, higher education, and healthcare. He is passionate about sustainable design and is focused on being progressive when it comes to regenerative and resilient design trends currently sweeping the profession. Michael works closely with our civil engineering team to develop site designs that not only function but deliver the objectives of the program with casual elegance, making spaces to be enjoyed by all who experience them.

EDUCATION

- Bachelor of Science, Landscape Architecture, University of Kentucky

CREDENTIALS

- Professional Landscape Architect in California #5553
- American Society of Landscape Architects, Member

RELEVANT EXPERIENCE

- Chepa's Park, New Community Center and Landscape Planning, Santa Ana, CA
- City Hall Masterplan, Signal Hill, CA
- Riverside Community Hospital, Riverside, CA
- Los Robles Cancer Center, Thousand Oaks, CA
- City of Santa Ana, Santa Anita Community Center, Santa Ana, CA
- Santa Clarita Sports Complex Build-Out, Santa Clarita, CA
- 17th Street Triangle Park Restoration, Santa Ana, CA
- Santa Ana Stadium Expansion, Santa Ana, CA
- SOCCCD, Saddleback College Quad, Mission Viejo, CA
- City of Hope Village, Duarte, CA
- Main Parking Lot Improvements, Irvine, CA
- Warner Avenue Linear Park, Santa Ana, CA
- Santa Ana Zoo Walkway Improvements, Santa Ana, CA
- University of California, Irvine, Health Rehabilitation Hospital Project, Irvine, CA
- 2121 Park Place, El Segundo, CA*
- Pier 44, Marina Del Rey, CA*
- City of Anaheim, Anaheim Convention Center Grand Plaza, Anaheim, CA*
- Adventist Health Corporate Office, Roseville, CA*

*Prior to joining Kimley-Horn

YEARS OF EXPERIENCE
19

EDUCATION
MS, Structural Civil Engineering, University of California, Los Angeles
BS, Structural Civil Engineering, University of California, San Diego

PROFESSIONAL REGISTRATIONS
Professional Engineer, CA, 72450
Structural Engineer, CA, 5789

MAHMOUD FAGHIHI PE, SE
SVP, STRUCTURAL ENGINEERING

Mahmoud is a Senior Vice President and structural engineer with experience designing concrete, steel, and wood structures. He has worked on a range of projects including the design of municipal, mixed-use, and institutional facilities. His recent experience includes working closely with institutional clients within the entertainment sphere, providing structural consultation in addition to new design projects.

PROJECT EXPERIENCE

City of West Hollywood Library, West Hollywood, CA

9900 Santa Monica, West Hollywood, CA

City of Los Angeles Department of Building & Safety Training Seminars, Los Angeles, CA

County of Los Angeles, Hall of Justice Seismic Retrofit & Renovation and Parking Structure, Los Angeles, CA

Los Angeles County Public Works Burton Chase Parking Structure, Marina Del Rey, CA

University of Southern California, Universal Church Seismic Retrofit and Addition Peer Review, Los Angeles, CA

Century Plaza, Century City, CA

Los Angeles World Airports, ConRAC Parking Structure, Los Angeles, CA

8th Grand & Hope, Los Angeles, CA

Eighth & Figueroa, Los Angeles, CA

The Carlyle, Los Angeles, CA

Mirabel, Los Angeles, CA

The Californian on Wilshire, Los Angeles, CA

Summit on 6th, Los Angeles, CA

2972 7th Street Apartments, Los Angeles, CA

685 New Hampshire Avenue Apartments, Los Angeles, CA

K2 Los Angeles: 688 Berendo, Los Angeles, CA

Element, Marina Del Rey, CA

The Avenue, Hollywood, CA

1427 4th Street, Santa Monica, CA

YEARS OF EXPERIENCE
21

EDUCATION
MS, Electrical Engineering, Loyola Marymount University

BS, Electrical Engineering, University of California

PROFESSIONAL QUALIFICATIONS
Professional Engineer
CA - E18240
CO - PE.0057577
HI - PE-19319
ID - P-23094
LA - PE.0045489
NV - 033104
OR - 96096PE
UT - 11467861-2202
WA - 58161

COREY LYONS, PE
SVP, ELECTRICAL ENGINEERING

Corey is an electrical engineer with more than 20 years of experience designing simple, elegant, and resilient electrical systems that empower highly efficient and sustainable projects. He has worked across multiple sectors, including commercial, institutional, residential, and medical, and has been a firm leader in the successful decarbonization of complex large-scale electrical infrastructure as well as complicated redevelopment and renovation projects.

PROJECT EXPERIENCE

Medtronic Orange County Consolidation Project, Santa Ana, CA

Confidential Tech Client All-Electric District System, Mountain View, CA

Veterans Memorial Building Redwood City, CA

Santa Barbara Airport, Terminal Renovation and Addition, Santa Barbara, CA

UCLA Engineering 1 Replacement Building, Los Angeles, CA

JP Morgan Chase Woodland Hills Tenant Improvement, Woodland Hills, CA

City of Long Beach Public Works EXPO Arts Center Lighting Design, Long Beach, CA

Pasadena Central Library Seismic Retrofit and Renovations, Pasadena, CA

Dodger Stadium Renovation, Los Angeles, CA

Horton Plaza Redevelopment, San Diego, CA

University of California San Diego Epstein Family Amphitheater, La Jolla, CA

Teradata Lab and Data Center, El Segundo, CA

UCSD Triton Pavilion, San Diego, CA

Boeing ES S15 Expansion, El Segundo, CA

Boeing ES S25-Bay 3, El Segundo, CA

Boeing ES S112-1 SE Corner, El Segundo, CA:

YEARS OF EXPERIENCE
34

EDUCATION
BS, Geography, Stephen F. Austin State University

MARK ELLIS

SVP, National Rail, Bus, and Public Works Facilities Lead

Mark is key leader in the National Fleet & Facilities Division (FFD) of WSP's Transit & Rail Systems subsidiary. Mark is a nationally recognized O&M Facilities design expert and experienced project manager and brings 34 years of experience in facility programming, facility master plans, functional facility design, industrial equipment design, and facility maintenance plans for large fleet projects in North America and internationally. He has extensive experience with developing design criteria, facility functional assessments, business development, performing quality assurance, equipment industrial design, and large-scale facilities studies.

PROJECT EXPERIENCE*

Port of Long Beach, New Port Administration Building and Maintenance Facility, Long Beach, CA

City of Raleigh, Downtown Remote Operations Center, Raleigh, NC

City of Round Rock, Luther Peterson Service Center, Round Rock, TX

City of Charlotte, Northeast Equipment Maintenance Facility, Charlotte, NC

Miami and Dade County Department of Transit and Public Works, Transit Facilities (Bus and Rail) Master Plan, FL

Iowa City,k Public Works Facility, Iowa City, IA

Sound Transit, Bus Base North (BBN), Seattle, WA

King County, Metro South Annex Facility, Seattle, WA

King County, Metro Power Distribution Headquarters Replacement Project, Seattle, WA

Coastal Bend Regional Transportation Vehicle Maintenance Coordination Study, Alice, TX

Capital Metro/Project Connect, PH 2021- 2022, Austin, TX

Capital Metro/Project Connect, PH 2022-23, Austin, TX

Manatee County, Transit Fleet Facility, Bradenton, FL

Bloomington Transit, Campus Bus Services Facility, Bloomington, IN

*Prior to joining WSP

YEARS OF EXPERIENCE
34

PROFESSIONAL QUALIFICATIONS
Registered Communications Distribution Designer

Certified Technology Specialist

Certified Wetland Delineator

BICSI Technician

RICHARD KING, RCDD, CTS, CWD, TECH
AVP, BUILDING TECHNOLOGY SYSTEMS

Richard (Rick) is an assistant vice president with experience serving as a program manager, project manager, and systems designer in communications technology projects. He has worked on information technology projects ranging from small commercial sites to multi-campus healthcare, education, and military installations. Rick's experience includes the management, design installation, configuration, and testing of structured cabling systems inside and outside the plant; local, wide, and global area networks; and private branch exchanges. He has provided these services for call accounting, voicemail, microwave communications, fire alarm, nurse call, infant protection, CCTV, access control, intrusion, and free space optics-based communications systems.

PROJECT EXPERIENCE

Sacramento Area Sewer District WWTP Biogas Cogeneration System Construction, Sacramento, CA

National University Campus Kearny Mesa Design, San Diego, CA

Naval Surface Warfare Center Network and Telecommunications Infrastructure Upgrade, Port Hueneme, CA

Naval Air Station Point Mugu Telecommunications Infrastructure Upgrade Design-Build, CA

Naval Air Weapons Station China Lake Telecommunications Infrastructure Upgrade Design-Build, CA

Naval Station San Diego Telecommunications Infrastructure Upgrade Design-Build, CA

Guidant Corporation Low-Voltage Design, Temecula, CA

Gilead Spill Containment System Design, La Verne, CA

MedImpact Data Center, San Diego, CA

Center for Novel Therapeutics Design, San Diego, CA

Qualcomm Radio Base Station, San Diego, CA

First American Credco Building Campus Design, Poway, CA

Geico New Corporate Towers Design, Poway, CA

Illumina New Biotech Campus Design, La Jolla, CA

Fuji Film Radio System, San Diego, CA

YEARS OF EXPERIENCE
20

EDUCATION
BS, Mechanical Engineering, California Polytechnic State University, San Luis Obispo

PROFESSIONAL REGISTRATIONS
Professional Engineer, CA, 34861

LEED Accredited Professional

MICHAEL HUYNH PE, LEED AP
AVP, MECHANICAL ENGINEERING

Michael is a mechanical engineer with experience managing projects from the initial planning stages to the final construction support services. He has been involved in all phases of construction document preparation, including schematic and design development services, energy compliance documentation, comprehensive mechanical specifications, estimation, and construction field support. Michael has worked on various commercial, corporate, higher education, and sustainable design projects and understands all aspects of HVAC systems integration in building design.

PROJECT EXPERIENCE

Eastvale Civic Center, Eastvale, CA

Harbor UCLA Medical Center Master Plan Implementation, Los Angeles, CA

Laguna Beach Community and Senior Center Project, CA

Los Angeles Police Department Northeast Station Construction, Los Angeles, CA

Santa Clara Square Technology Campus Phase 1 Design, CA

State of California Fourth Appellate Court Construction, Santa Ana, CA

Advenira 788 Palomar Avenue Cleanroom Tenant Improvements, Sunnyvale, CA

Broadcom and CMK at Innovation Place Build-Out, San Jose, CA

City of Hope, Administration Building Design, Duarte, CA

Ericsson, Buildings A and C Office and Data Center Tenant Improvement, Santa Clara, CA

Kaiser Permanente, Hawthorne Medical Office Building Engineering, Hawthorne, CA

Kaiser Permanente Remodel, Los Angeles CA

Kaiser Permanente Playa Vista Medical Office Building First Floor Tenant Improvement, CA

La Jolla Centre 3 Office and Parking Design, San Diego, CA

YEARS OF EXPERIENCE
20

EDUCATION
BS, Mechanical Engineering, On Honorio Ventura Technological State University

JONATHAN SOLER

LEAD CONSULTANT, PLUMBING ENGINEERING

Jonathan (John)'s responsibilities include being involved in all engineering decisions. Proficient in all aspects of plumbing design, he is involved in all phases of construction document preparation including schematic and design development services, energy compliance documentation, comprehensive plumbing specifications, estimating, and construction field support. John's involvement in a wide range of civic, commercial, corporate, retail, health care, hospitality, higher education, K-12 education, and sustainable design projects has resulted in a strong understanding of all aspects of plumbing system integration in building design.

PROJECT EXPERIENCE

Eastvale Civic Center Expansion, Eastvale, CA

JP Morgan Chase, Woodland Hills Tenant Improvement, Woodland Hills, CA

Vantage Point Park New Buildings Design and MEP Engineering, Valencia, CA

Morningside High School Site Improvements, Inglewood, CA

Nature's Mark Office Expansion Design, Jurupa Valley, CA

University of California Los Angeles Health Radiology Department Renovation and Reconfiguration, Los Angeles, CA

First Foundation Bank MEP Tenant Improvement, Los Angeles, CA

385 E. Colorado Boulevard Suite 220, State Fund Satellite Office Tenant Improvement, Pasadena, CA

Gursey and Schneider, Office Tenant Improvement, Los Angeles, CA

Biola University, Film School Building Construction, La Mirada, CA

Dignity Health California Hospital Medical Center Acute Care Replacement Building Design-Build, Los Angeles, CA

Cedars-Sinai Medical Center, Thalians Faculty Office MEP Building Design, Los Angeles, CA

Southern California Golf Association MEP Improvements, Newport Beach, CA

Lora Young, MPA, CSDM
District Manager
Orange County Mosquito and Vector Control District
13001 Garden Grove Boulevard
Garden Grove, CA 92843-2102

Re: OCMVCD Progressive Design-Build Project BAFO

Dear Lora,

On behalf of Snyder Langston and our design partner, Gensler, thank you for the opportunity to work with you and your team on the upgrade to your Garden Grove facility. We appreciate the collaboration to date and look forward to completing the remaining items together and building a strong, productive relationship.

As requested, we have included responses to the questions raised in the BAF agreement, a revised Attachment 5 Proposal Fee Form reflecting Snyder Langston's BAFO offer, and a summary page outlining the proposed discount. We were able to reduce our Phase 1 costs by more than 10%, and when combined with the original $75,000 discount offered by Snyder Langston, this represents a total Phase 1 reduction of 14.6%, or $265,000 off our Phase 1 pricing. In addition, we have reduced our monthly Phase 2 General Conditions/General Requirements costs to $144,974.00.

I look forward to reviewing your response to the proposed contract comments and to delivering the Executive Briefing and Committee interview in March.

Please feel free to contact me if you have any questions or require additional information.

Sincerely,

Richard Cavecche
Senior Vice President Operations
Snyder Langston

OBJECTIVE & REQUEST

The District intends to proceed with Snyder Langston and is seeking alignment on scope, approach, and risk allocation before Phase 1 execution. The District's objective is not to eliminate all project risk, but to establish a clear, shared understanding of how risks that are reasonably discoverable and manageable through Phase 1 investigations will be identified, evaluated, and addressed in the development of the GMP, rather than deferred through exclusions or post-GMP change mechanisms.
Through the following clarifications, the District seeks confirmation that the GMP will be collaboratively developed based on thorough Phase 1 investigations and will represent a comprehensive, risk-vetted cost for the Project, informed by agreed assumptions and defined relief mechanisms, rather than an initial baseline subject to later adjustment for reasonably foreseeable conditions.

In addition to the clarifications outlined below, please submit your firm's Best and Final Offer (BAFO), reflecting your understanding of the Project scope, delivery intent, and the clarifications provided herein.

KEY AREAS REQUIRING CLARIFICATION

Structural Scope & FCA Alignment

Confirm how reasonable structural upgrades identified through Phase 1 investigations, including conditions not explicitly identified in the FCA, will be evaluated and incorporated into the development of the GMP, rather than deferred and addressed through post-GMP change orders.

Our team will begin the scope-alignment process with comprehensive visual screenings to confirm existing as-built conditions and develop a firsthand understanding of the building's current gravity and lateral systems and its state. This verification step ensures that our baseline assumptions are grounded in observed field conditions rather than relying solely on historical documentation or the FCA.

Following this, we will perform a seismic evaluation of the lateral force-resisting systems per ASCE 41 (Seismic Evaluation and Retrofit of Existing Buildings) Tier 1 screening and Tier 2 deficiency-based analysis. This approach allows us to move beyond the high-level observations of the FCA and specifically identify non-compliant components requiring remediation. By categorizing each item as either a voluntary resilience enhancement or a mandatory code upgrade during pre-construction, we ensure that the GMP accurately reflects the true structural scope.

In addition to assessing existing conditions, the structural scope and associated seismic upgrades will be driven by the building program. In coordination with the architect, we will perform a "trigger analysis" based on all proposed alterations and additions, including:

- Changes of use that result in an increased designated risk category.
- New building area (all new work designed to current code.)
- Modifications that increase seismic demand on existing elements. We will closely monitor the 10% threshold per the California Existing Building Code that triggers required structural upgrades and integrate any resulting code-level improvements into the GMP.

By identifying these triggers during the development of the construction documents, we create a transparent link between the preliminary FCA findings and the final GMP.

Differing Site Conditions

As part of Phase 1, how will you identify, evaluate, and price undocumented utilities, subsurface conflicts, and similar conditions when developing the GMP. And which risks do you expect to be included in the GMP versus treated as compensable changes after GMP execution?

Phase 1 will involve selected utility identification efforts, including research of existing or obtainable as-built documents from the District and/or utility companies, use of Dig-Alert, selected use of Ground Penetrating Radar, and selective potholing in the field. The information obtained from these investigative efforts will be incorporated into the design and priced in the GMP. Examples include utility relocations, repairs, upgrades, and extensions as required. If appropriate, allowances will be established for any items for which initial investigations are unable to eliminate potential unforeseen conditions. In addition, Snyder Langston and the District will develop a mutually agreeable Contingency to cover unforeseen conditions.

Operational Continuity & Phasing

Confirm how phasing, temporary facilities, sequencing, and operational inefficiencies necessary to maintain uninterrupted District operations will be addressed within Snyder's scope and incorporated into the development of the GMP during Phase 1.

The development of the project requirements and design will incorporate the elements required to maintain uninterrupted District operations as established by the early engagement efforts between the Snyder Langston/Gensler team and the various District stakeholders. These requirements to maintain uninterrupted District operations will then be reflected in the scope and costs of the construction work included in the GMP, as well as in the project master schedule supporting the GMP, which will establish and incorporate phasing, use of temporary facilities, etc.

Hazardous Materials

Define how known and unknown hazardous materials will be investigated and addressed during Phase 1, including how any proposed caps, unit pricing, or allowances will be incorporated into the development of the GMP.

As information regarding known and unknown hazardous materials was not available for assessment at the time of the RFP and proposal preparation, it was not included in the Phase 1 scope of work. Any investigative work for such hazardous materials would be by the Owner during Phase 1 of this agreement; any remediation work identified during the Owner's investigation would be priced in the GMP. Accordingly, the GMP developed in Phase 1 will include a combination of allowances and/or unit prices for the various types of such work, to be used to address the scope, cost, and duration of any investigative and remediation work to be completed in Phase 2.

Alternatively, hazardous materials investigative work and associated costs could be added to the Contractor's scope of Phase 1, with the costs of consequent remediation work included in the GMP via bid pricing or allowances for completion as part of Phase 2.

GMP Formation & Contingency Philosophy

Describe Snyder's approach to contingency and risk buy-down during Phase 1, and clearly define how risks will be evaluated and allocated in the development of the GMP, including the limited circumstances under which post-GMP cost or schedule relief would be requested.

One of the goals of the development of the GMP is to assess and buy down risk during Phase 1 by taking the following steps:

a) Working to identify items of risk as tracked in a Risk Mitigation Log maintained by Snyder Langston through the entirety of both Phase 1 and Phase 2.

b) Where possible, quantifying known risks so they may be appropriately priced and included in the GMP or covered by reasonable allowances carried in the GMP on an open-book basis.

c) Including in the GMP an identified construction contingency for use during the construction phase on an open-book basis.

d) Including in the master project schedule a time allowance for inclement weather.

e) Including in the master project schedule a time allowance for any activities that include significant elements beyond the control of Snyder Langston or the District.

Commissioning & Training

Confirm how commissioning, re-commissioning associated with phased occupancy, and staff training through final acceptance will be addressed within Snyder's scope and incorporated into the development of the GMP during Phase 1.

The development of the GMP will include a specific commissioning plan for each renovated, modified, or newly constructed building, developed by the MEP design team. These plans will be priced and included in the GMP during Phase 1.

These building-specific commissioning plans will consider construction phasing, building type, and occupancy functions, including labs and material storage areas. The GMP will include all commissioning work and pre-testing required during construction, as well as the full scope of services for commissioning, testing, and documentation by qualified commissioning agents.

BAFO SUMMARY

	Original proposal dated 12.12.25	BAFO Dated 02.04.26	Delta	% change
Design Services	$ 1,356,800.00	$ 1,222,453.00	$ (134,347.00)	-9.90%
Preconstruction Services	$ 455,579.00	$ 410,021.10	$ (45,557.90)	-10.00%
Overhead and Profit	$ 80,670.00	$ 70,190.00	$ (10,480.00)	-12.99%
Total	**$ 1,893,049.00**	**$ 1,702,664.10**	**$ (190,384.90)**	**-10.06%**
Snyder Langston Phase 2 discount	$ (75,000.00)	$ (75,000.00)	$ (75,000.00)	-3.96%
Phase 1 total	**$ 1,818,049.00**	**$ 1,627,664.10**	**$ (265,384.90)**	**-14.60%**

BAFO 2/4/2026

ATTACHMENT 5 – PROPOSAL FEE FORM

For purposes of this solicitation, "Phase 1" refers to preconstruction and design development services performed up to execution of the Guaranteed Maximum Price (GMP) Amendment. "Phase 2" refers to completion of design documents, agency permitting, construction administration, and construction of the Work.

1. Phase 1 (Pre-Construction) Staffing and Hourly Rates
Attach a table to the fee proposal form showing the planned staffing assigned to the Phase 1 Pre-Construction Services. The table shall list all individuals assigned to perform work directly on the Project and indicate name, job classification, whether they are existing employees or independent consultants, and the estimated number of hours and hourly rate (including all markups) for each individual assigned during the Pre-Construction Services phase. Include a total of all hours planned to be expended.

2. Phase 2 (Construction) Staffing and Hourly Rates
Attach a table to the fee proposal form showing the planned staffing assigned to site management during the Construction Services Phase. The table shall list all individuals assigned to perform work directly on the Project and indicate name, job classification, whether they are existing employees or independent consultants, and the estimated number of hours and hourly rate (excluding overhead and profit) for each individual assigned during the Construction Services phase. Include a total of all hours planned to be expended.

For the purposes of preparing the proposal and associated fee schedules, Proposers shall assume a total construction duration of twenty-four (24) months**,** inclusive of mobilization and closeout. This assumption is based on a phased build-out approach to maintain operational continuity. The final construction duration and sequencing will be confirmed and refined in coordination with the Design-Builder during Phase 1 services.

3. Design-Builder Fee Proposal
The Design-Builder shall propose fees for the Project as follows:

Phase 1 – Pre-Construction Services Fee
Provide an itemized, not-to-exceed amount to cover all Phase 1 Pre-Construction Services, including:

- Design services (including program validation, conceptual design, schematic design, and design development) necessary to support development of the GMP, but excluding Construction Documents and Construction Administration, which shall be included in Phase 2.
- Pre-construction services (estimating, scheduling, phasing/logistics planning, and constructability reviews for the Design-Builder, subcontractors, consultants, and others). Include all project meetings and presentations outlined in Scope of Work.
- Overhead and profit on design and pre-construction services.

Design Services: $1,222,453.00

Pre-Construction Services: $410,021.00

Overhead and Profit: $70,190.00

Snyder Langston will provide a $75,000 discount to OCMVCD for Phase 1 Scope of Services upon execution of the GMP and start of Phase 2 construction

Phase 2 – Construction Services Fee
Provide an itemized breakdown for the Construction Services Phase, including design completion, construction administration, general conditions, and applicable markups.

- Design Completion and Construction Administration Services: Include design consultant fees for preparation of Construction Documents, agency permitting, and Construction Administration support through project closeout. Identify the basis of these fees (lump sum or percentage of construction cost).
- General Conditions/General Requirements: Include all staff and facilities located at the construction site required to manage the construction of the Project, but not overhead and profit. Proposers shall express GC/GR costs on a monthly basis, inclusive of all on-site personnel and expenses required to manage the construction of the Project.
- Overhead and profit stated as a percentage of the total estimated design and construction cost.
- Payment and Performance Bonds stated as a percentage of total estimated design and construction cost.

Design Completion / Construction Document Services: 3.5%

Construction Administration Services: 2.5%

General Conditions/General Requirements: $144,974.00 per Month

Overhead and Profit Percentage: 4.5%

Payment and Performance Bonds Percentage: 0.74%

4. GMP Amendment
Percentages and fees proposed herein will serve as the basis for negotiation of the Guaranteed Maximum Price (GMP) Amendment and will apply to the agreed-upon cost of the Work at that stage.

DESIGN-BUILD AGREEMENT

This **DESIGN-BUILD AGREEMENT** ("Agreement") is entered into this 19th day of March, 2026 ("Agreement Date") by and between the Orange County Mosquito and Vector Control District ("Owner") and Snyder Langston/Gensler ("Design-Builder"). In consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder hereby agree as follows:

WITNESSETH:

WHEREAS, Owner is a California special district dedicated to protecting public health by controlling rats, flies, mosquitoes, Red Imported Fire Ants and other vector-related problems;

WHEREAS, Owner intends to design, construct and operate a comprehensive redevelopment of its existing campus to address growing operational and programmatic needs, including expanded laboratory facilities, modernized administrative space, and improved parking capacity (the "Project");

WHEREAS, The Project will prioritize improved site circulation and operational flow, ensuring seamless interaction between laboratory, field, and administrative functions;

WHEREAS, Owner must remain fully operational throughout construction and careful phasing and operational continuity are central to the Project's planning and execution. Where feasible, existing buildings will be retained and integrated into the new design, allowing Owner to stretch capital dollars and focus new investment on the highest-impact improvements;

WHEREAS, Owner has determined that its interests are best-served by delivering the Project using the progressive design-build delivery model pursuant to Public Contract Code Section 22185, et seq.;

WHEREAS, under Public Contract Code Section 22185, et seq., the progressive design-build process results in a public entity contracting with a design-builder to perform the following sequential phases of services:

(a) Phase 1 services, whereby the design-builder will: (1) perform programmatic, design and other preliminary services to help the public entity determine the scope, price and schedule of the project; and (2) prepare and submit to the public entity a Phase 2 Proposal that will, among other things, provide a guaranteed maximum price for the project; and

(b) Phase 2 services, whereby the design-builder will complete the project design, construct the project in accordance with such design, and perform any other required tasks under the design-build agreement;

WHEREAS, on or about Orange County Mosquito and Vector Control District, Owner issued a Request for Qualifications and Proposal for Design Build Services ("RFQ/RFP") soliciting interested parties to submit a Statement of Qualifications ("SOQ") and Proposal to serve as the design-builder for the Project;

WHEREAS, on or about Snyder Langston, Design-Builder submitted its SOQ and Proposal ("Design-Builder's Proposal") in response to the RFQ/RFP;

WHEREAS, on or about Orange County Mosquito and Vector Control District, Owner notified Design-Builder that it was the successful respondent; and

WHEREAS, on or about Orange County Mosquito and Vector Control District, Owner, after negotiating the commercial terms for Design-Builder's performance of the Phase 1 Services, notified Design-Builder that it was awarded this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and obligations contained herein, Owner and Design-Builder hereby agree as follows:

Article 1
Scope of Work

1.1 Scope of Work. Design-Builder shall perform the Work, as defined in the General Conditions of Contract. For ease of reference, the Work is generally categorized as: (a) Phase 1 Services; and (b) Phase 2 Services.

1.2 Phase 1 Services.

1.2.1 General. Design-Builder shall provide the Phase 1 Services specifically described in Exhibit 1.2.1(a) ("Scope of Phase 1 Services"), as may be modified under Article 9 of the General Conditions of Contract. The Phase 1 Services consist generally of: (a) developing the Basis of Design Report based upon Owner's Project Criteria set forth in Exhibit 1.2.1(b) ("Owner's Project Criteria"), as such criteria may be revised by Owner; (b) advancing the approved Basis of Design Report to an approximately 50% level of completion; (c) preparing, submitting, and negotiating the Phase 2 Proposal on an Open-Book Basis and in accordance with Article 5 below; and (d) providing services related to the design, including, but not limited to, permitting activities, cost modeling, scheduling, risk assessment, value engineering, constructability reviews, site surveying, potholing, geotechnical investigations, and developing a Geotechnical Data Report ("GDR") and a Geotechnical Baseline Report ("GBR").

1.2.2 Construction Activities. The Phase 1 Services do not include the performance by Design-Builder of any construction activities at the Site. If Owner and Design-Builder determine that the best interests of the Project would be served by having Design-Builder perform one or more Early Work Packages involving construction activities at the Site, they will proceed in accordance with Section 1.4 below. For the avoidance of doubt, Design-Builder's Site visits and investigations shall not be construed as being construction activities.

1.3 Phase 2 Services. The Phase 2 Services include everything required to be performed by Design-Builder under the Contract Documents other than the Phase 1 Services. Such services generally include: (a) finalizing the Project's design and developing Issued for Construction ("IFC") Documents; (b) procuring all Equipment and Materials for the Project; (c) constructing the Project in accordance with the IFC Documents; (d) performing start-up,

commissioning, and testing; (e) providing staff training on the operation and maintenance of the Project; (f) performing acceptance testing; and (g) performing warranty services.

1.4 Early Work Packages. The Parties anticipate that there may be some elements of the Phase 2 Services that are more appropriately undertaken by Design-Builder before the Phase 2 Amendment Date ("Early Work Packages"). Owner shall have the sole discretion as to whether to consider and/or authorize an Early Work Package. If Owner authorizes Design-Builder to prepare a commercial proposal for an Early Work Package, the Parties will work together in good faith to develop the specific process for doing so, with the understanding that the process is intended to generally follow the submittal and negotiation process set forth for the Phase 2 Proposal. Each Early Work Package will be contracted through an amendment to this Agreement, which amendment shall set forth all commercial terms specific to that Early Work Package. For the avoidance of doubt, Early Work Packages are considered part of the Phase 2 Services.

1.5 Owner-Furnished Information.

1.5.1 Status of Owner-Furnished Information. Except as set forth in Section 1.5.2 below, Owner makes no representation or warranty as to the accuracy, completeness, or sufficiency of any Owner-Furnished Information, which information is set forth in Exhibit 1.5.1 ("Owner-Furnished Information"). Design-Builder shall, as part of the Phase 1 Services, carefully study all Owner-Furnished Information and independently verify and confirm the accuracy, completeness, and sufficiency of any Owner-Furnished Information that will be used in performing the Work.

1.5.2 Status of Designated Owner-Furnished Information. Notwithstanding Section 1.5.1 above, Design-Builder shall be entitled to reasonably rely upon the accuracy of Owner-Furnished Information set forth in Exhibit 1.5.2 ("Designated Owner-Furnished Information") in the performance of its work. Owner does not represent that the Designated Owner-Furnished Information is complete or sufficient for purposes of Design-Builder's performance of the Work. Design-Builder shall, as part of the Phase 1 Services, be responsible for identifying to Owner what, if any, information is required in addition to the Designated Owner-Furnished Information to develop a complete and sufficient design for the Project, and shall so advise Owner of this during the performance of its Phase 1 Services.

1.5.3 Discovery of Material Inaccuracies. If Design-Builder discovers any material inaccuracies in Owner-Furnished Information (including the Designated Owner-Furnished Information), it shall promptly report such discovery in writing to Owner. The Parties will meet and confer on how to address such material inaccuracies.

1.6 Project Kick-Off Meeting. The Parties will meet within seven (7) days after the Phase 1 Notice to Proceed ("NTP") to discuss issues affecting the administration of this Agreement, including the procurement of any outstanding Design Consultants, processes relating to submittals and payment, the potential for Early Work Packages, and other matters that will facilitate the ability of the Parties to perform their obligations under this Agreement.

Article 2

Contract Documents

2.1 Contract Documents. The Contract Documents are comprised of the following:

(a) This Agreement, including all Exhibits other than Exhibit 1.5.1 ("Owner-Furnished Information");

(b) The General Conditions of Contract between Owner and Design-Builder ("General Conditions of Contract"); and

(c) The following, which shall be designated, completed, delivered, prepared, or issued after the Agreement Date, and are not attached hereto:

(1) All written amendments to the Contract Documents, Change Orders, Minor Changes, and Work Change Directives;

(2) The Basis of Design Report;

(3) The IFC Documents.

2.2 Inconsistencies, Conflicts or Ambiguities.

2.2.1 Intent. The Contract Documents are intended to permit the Parties to complete the Work and all obligations required by the Contract Documents within the Phase 1 Services Compensation, GMP and Contract Times. The Contract Documents are intended to be complementary and interpreted in harmony so as to avoid conflict, with words and phrases interpreted in a manner consistent with construction and design industry standards. In the event of inconsistencies, conflicts or ambiguities between or among the Contract Documents are discovered, Owner and Design-Builder shall attempt to resolve such ambiguities, conflicts or inconsistencies informally. Requirements contained in one component of the Contract Documents and not contained in another component of the Contract Documents shall not be deemed an inconsistency, conflict or ambiguity.

2.2.2 Order of Precedence of the Contract Documents. The following order of precedence shall apply in the case of direct, irresolvable conflicts between or among Contract Documents:

(a) All written amendments to the Contract Documents issued after the Phase 2 Amendment Date.

(b) Change Orders, Minor Changes, and Work Change Directives issued after the Phase 2 Amendment Date.

(c) The Phase 2 Amendment and all exhibits, other than the Phase 2 Proposal Design Documents.

(d) All written amendments to the Contract Documents, Change Orders, Minor Changes and Work Change Directives issued after the Agreement Date and before the Phase 2 Amendment Date.

(e) Exhibit 14.12 ("Funding Agreement Requirements").

(f) This Agreement, including all Exhibits except: (i) Exhibit 1.2.1(b) ("Owner's Project Criteria; (ii) Exhibit 1.5.1 ("Owner-Furnished Information"); (iii) Exhibit 1.5.2 ("Designated Owner-Furnished Information"); (iv) Exhibit 14.4 ("Design-Builder's RFP Proposal"); and (v) (Exhibit 14.12 ("Funding Agreement Requirements").

(g) General Conditions of Contract.

(h) The IFC Documents.

(i) Exhibit 1.2.1(b) ("Owner's Project Criteria").

(j) The Phase 2 Proposal Design Documents.

(k) The Basis of Design Report.

(l) Exhibit 1.5.2 ("Designated Owner-Furnished Information").

(m) Exhibit 14.4 ("Design-Builder's RFP Proposal").

2.3 Amending the Contract Documents. The Contract Documents may only be amended, modified, or supplemented through a written amendment executed by the Parties (including, but not limited to, the Phase 2 Amendment and any Early Work Package Amendment) or a Change Order, Minor Change, and Work Change Directive issued in accordance with Article 9 of the General Conditions of Contract.

2.4 Owner-Furnished Information. For the avoidance of doubt, except for the Designated Owner-Furnished Information, nothing contained in Owner-Furnished Information is to be construed as being a Contract Document.

2.5 Defined Terms. Terms used in this Agreement will have the meanings indicated in the General Conditions of Contract.

2.6 Entire Agreement. This Agreement represents the entire agreement between Owner and Design-Builder relating to the Project and supersedes all prior negotiations, representations, or agreements.

Article 3
Contract Times

3.1 Date of Commencement.

3.1.1 Phase 1 Services. Design-Builder shall commence the Phase 1 Services upon Design-Builder's receipt of Owner's Notice to Proceed with Phase 1 Services ("Phase 1 NTP"). Owner will issue to Design-Builder a Phase 1 NTP within seven (7) days after the Agreement Date, unless the Parties mutually agree otherwise in writing.

3.1.2 Phase 2 Services. Design-Builder shall commence the Phase 2 Services upon Design-Builder's receipt of Owner's Notice to Proceed with Phase 2 Services "Phase 2 NTP"). Owner will issue to Design-Builder a Phase 2 NTP within seven (7) days after the Phase 2 Amendment Date, unless the Parties mutually agree otherwise in writing. Notwithstanding anything to the contrary in the Contract Documents, Owner's issuance of a Phase 2 NTP is conditioned upon Design-Builder furnishing Owner with executed Performance and Labor and Material Payment Bonds, as required by Article 5 of the General Conditions of Contract.

3.2 Schedule for Performance of Phase 1 Services.

3.2.1 Proposed Phase 1 Services Schedule. Within thirty (30) days from the Phase 1 NTP, Design-Builder shall submit to Owner, for its review and approval, a proposed Phase 1 Services Schedule that includes, among other things: (a) the order in which Design-Builder proposes to carry out the Phase 1 Services; and (b) the times when submissions and approvals or consents by Owner are required, *provided, however*, that such times shall be no less than twenty-one (21) days. The proposed Phase 1 Services Schedule shall be derived from the Initial 90-Day Schedule set forth in Exhibit 3.2.1 ("Initial 90-Day Schedule").

3.2.2 Monitoring Performance. The Initial 90-Day Schedule shall be the basis for monitoring Design-Builder's performance of the Phase 1 Services until such time as the Phase 1 Services Schedule has been approved by Owner. Until the approval of the Phase 1 Services Schedule, Design-Builder shall provide monthly updates of the Initial 90-Day Schedule depicting the actual progress of its performance of the Phase 1 Services as compared to the projected progress of the work. Upon approval of the Phase 1 Services Schedule, Design-Builder shall provide monthly updates depicting the actual progress of its performance of the Phase 1 Services as compared to the projected progress of the work.

3.2.3 Completion of Phase 1 Services. Design-Builder shall be deemed to have completed its obligations to perform the Phase 1 Services under this Agreement upon the earlier to occur of: (a) execution by Owner and Design-Builder of a Phase 2 Amendment; or (b) Owner's exercise of its right to terminate Design-Builder for convenience under Sections 5.5(c) and 11.1.1 below; or (c) Design-Builder's exercise of its rights under Section 5.6 below to declare that Owner has constructively terminated Design-Builder for convenience.

3.3 Schedule for Performance of Phase 2 Services.

3.3.1 Scheduled Substantial Completion Date. Design-Builder shall substantially complete the Work no later than the date set forth in the Phase 2 Amendment ("Scheduled

Substantial Completion Date").

3.3.2 Scheduled Final Completion Date. Design-Builder shall achieve Final Completion no later than sixty (60) days from Substantial Completion ("Scheduled Final Completion Date").

3.3.3 Contract Time(s). The Scheduled Substantial Completion Date and the Scheduled Final Completion Date are deemed to be the Contract Time(s). The Contract Time(s) shall be subject to adjustment in accordance with the General Conditions of Contract.

3.3.4 Time is of the Essence. Owner and Design-Builder mutually agree that the Scheduled Substantial Completion Date and Scheduled Final Completion Date, individually and collectively, are of the essence of this Agreement.

3.4 Delay Liquidated Damages. If Design-Builder does not achieve Substantial Completion and/or Final Completion on or before the applicable Contract Time, Owner will suffer damages which are difficult to determine and accurately specify. To compensate Owner for such damages, Design-Builder hereby agrees to pay Owner Delay Liquidated Damages as follows:

3.4.1 Substantial Completion. If the Substantial Completion Date has not been achieved by the Scheduled Substantial Completion Date, then Design-Builder shall pay to Owner Delay Liquidated Damages in the daily amount set forth in the Phase 2 Amendment for each day between the Scheduled Substantial Completion Date and the Substantial Completion Date.

3.4.2. Final Completion. If the Final Completion Date has not been achieved by the Scheduled Final Completion Date, Designer-Builder shall pay to Owner Delay Liquidated Damages in the daily amount set forth in the Phase 2 Amendment for each day between the Scheduled Final Completion Date and the Final Completion Date.

3.5 Delay Liquidated Damages Not Penalty. The Parties acknowledge, recognize, and agree on the following:

(a) that because of the unique nature of the Project, it is difficult or impossible to determine with precision the amount of damages that would or might be incurred by Owner as a result of Design-Builder's failure to complete the Work on or before the applicable Contract Times;

(b) that any sums which would be payable under this Agreement as Delay Liquidated Damages are in the nature of liquidated damages, and not a penalty, and are fair and reasonable, and such payment represents a reasonable estimate of fair compensation for the losses that may reasonably be anticipated from such failure;

(c) that any sums which would be payable under this Agreement as Delay Liquidated Damages shall be in lieu of all liability for any and all extra costs, losses, expenses, claims, penalties and any other damages, whether direct, indirect, special or consequential, and of whatsoever nature incurred by Owner which are occasioned by any delay in achieving the applicable Contract Time(s); and

(d) that, in recognition of the acknowledgments above, Design-Builder is expressly estopped from arguing, and waives any rights it may have to argue, that Delay Liquidated Damages are a penalty and that they are not enforceable.

For the avoidance of doubt, and notwithstanding anything to the contrary in Paragraph (c) above, Delay Liquidated Damages are not intended to excuse Design-Builder from liability for any other breach of its obligations under the Contract Documents.

3.6 Owner's Rights to Offset. In addition to any of its other rights under the Contract Documents or as a matter of law, Owner shall have the right to: (a) deduct the Delay Liquidated Damages established under Section 3.5 above from any monies unpaid, otherwise due, or to become due, to Design-Builder; (b) to demand and receive prompt payment from Design-Builder of such Delay Liquidated Damages; and (c) initiate applicable dispute resolution procedures under the General Conditions of Contract to recover such Delay Liquidated Damages. The deductions of such Delay Liquidated Damages from any monies unpaid, otherwise due, or to become due shall be in addition to retainage under the Contract Documents. Owner also has the discretion to allow Delay Liquidated Damages to accrue without collecting and by doing so does not waive any rights to collect them at a later time.

Article 4

Contract Price and GMP

4.1 Contract Price.

4.1.1 Contract Price Defined. Owner shall pay Design-Builder in accordance with Article 6 of the General Conditions of Contract a contract price ("Contract Price") equal to the sum of the following:

(a) The Phase 1 Services Compensation, as established by Exhibit 4.1.1 ("Phase 1 Services Compensation");

(b) The Cost of the Work, as defined in Section 6.1 below;

(c) Design-Builder's General Conditions, as defined in Section 6.2 below; and

(d) Design-Builder's Fee, as defined in Section 4.3 below.

4.1.2 Conditions Applicable to Contract Price. For the avoidance of doubt, the Parties agree that the following conditions are applicable to Owner's payment of the Contract Price.

(a) Sections 4.1.1(b) through 4.1.1(d) above do not apply to the Phase 1 Services, and only apply to the Phase 2 Services;

(b) Until such time as the Phase 2 Amendment (or, if applicable, an Early Work Package Amendment) has been executed and a Phase 2 NTP (or, if applicable, an Early Work Package NTP) has been issued by Owner, the only financial obligation of Owner to

Design-Builder shall be the Phase 1 Services Compensation; and

(c) Owner's obligation to pay the Contract Price is subject to the GMP.

4.2 Guaranteed Maximum Price ("GMP"). The GMP is the monetary value designated as the "Guaranteed Maximum Price" and/or "GMP" in the Phase 2 Amendment, as such value may be adjusted in accordance with Article 9 of the General Conditions of Contract. Design-Builder guarantees that it shall not exceed the GMP, and that it will be responsible for paying all costs of completing the Work which exceed the GMP. The GMP is deemed to include all sales, use, consumer and other taxes mandated by applicable Legal Requirements. Design-Builder does not guarantee any specific line item provided as part of the GMP.

4.3 Design-Builder's Fee.

4.3.1 Amount and Basis of Fee. Design-Builder's Fee is XXX percent (XX%), which is that percentage fee proposed in Design-Builder's Proposal. Design-Builder's Fee will be used in the negotiation of the Phase 2 Proposal and, if applicable, Early Work Package proposals. Design-Builder's Fee represents Design-Builder's compensation for profit and Non-Reimbursable Costs.

4.3.2 Application of Design-Builder's Fee. In determining the GMP under Article 5 below, Design-Builder's Fee shall be calculated by applying Design-Builder's Fee to the sum of: (a) the estimated Cost of the Work; and (b) the estimated Design-Builder's General Conditions, *provided, however*, that there shall be no Design-Builder's Fee applied to: (i) Design-Builder's premiums for the Performance Bond, Labor and Material Payment Bond and the Builder's Risk Insurance; (ii) Contingency; and (iii) any Allowance Payment Item. Once the Design-Builder's Fee has been established, it shall then be treated as a fixed price, subject to adjustment as set forth in Section 4.3.3 below.

4.3.3 Adjustment of Design-Builder's Fee. Design-Builder's Fee will be adjusted as follows:

(a) For additive Change Orders, including additive Change Orders arising from both additive and deductive items, Design-Builder shall receive a Fee not to exceed XX% of the additional Costs of the Work incurred for that Change Order.

(b) For Costs of the Work that are drawn from the Contingency or incurred for an Allowance Payment Item, Design-Builder shall receive a Design-Builder's Fee not to exceed XX% of such Costs of the Work.

(c) For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, an amount equal to XX% shall be applied to the net reduction in the Costs of the Work for such Change Orders, which amount will account for a reduction associated with Design-Builder's Fee.

4.4 Allowance Payment Items and Allowance Payment Values.

4.4.1 Generally. Any and all Allowance Payment Items, as well as their

corresponding Allowance Payment Values, will be set forth in the Phase 2 Amendment. Design-Builder and Owner will work together during Design-Builder's development of a Phase 2 Proposal to review potential Allowance Payment Items based on information then available, and then to determine that reasonable Allowance Payment Values for such Allowance Payment Items.

4.4.2 Owner's Authorization. No work shall be performed on any Allowance Payment Item without Design-Builder first obtaining in writing advanced authorization to proceed from Owner. Owner agrees not to unreasonably withhold or delay its consent to any Allowance Payment Item which would impact Design-Builder's progress on the Work.

4.4.3 Potential Adjustment of GMP. If the actual costs for an Allowance Payment Item differ from the stated Allowance Payment Value, such difference shall be reflected in a Change Order that adjusts the GMP by such difference. The Allowance Payment Value for an Allowance Payment Item includes the direct cost of labor, materials, equipment, transportation, taxes and insurance associated with the applicable Allowance Payment Item. All other costs, including design fees, Design-Builder's General Conditions, and Design-Builder's Fee, are deemed to be included in other components of the GMP and are not subject to adjustment, regardless of the actual amount of the Allowance Item.

Article 5

Phase 2 Proposal

5.1 Submission of Phase 2 Proposal.

5.1.1 Format and Documentation. Upon written authorization by Owner, Design-Builder shall submit to Owner a Phase 2 Proposal for the Phase 2 Services. The format of the Phase 2 Proposal, including the format of supporting documentation and line items of the Work, shall be initially developed by Design-Builder and provided to Owner for its review and approval. At a minimum, the supporting documentation will include a complete line item cost estimate indicating the itemized costs that comprise the GMP. The format of the Phase 2 Proposal shall be agreed upon at least sixty (60) days prior to the submittal of such proposal.

5.1.2 Phase 2 Proposal Design Documents. The Parties acknowledge that the Phase 2 Proposal Design Documents to be included in the Phase 2 Proposal are not fully completed Issued for Construction Documents and that such documents will be further developed after the Phase 2 Amendment Date. The Phase 2 Proposal, including the GMP itself, represents Design-Builder's offer to fully complete the Project, including, without limitation, its offer to provide and construct, at no increase in the GMP, items that are not shown on the Phase 2 Proposal Design Documents but which are a logical development of the design intent reflected in the Phase 2 Proposal Design Documents.

5.2 Contents of Phase 2 Proposal. The Phase 2 Proposal shall include the following, unless the Parties mutually agree otherwise:

(a) A proposed GMP, which shall be the sum of:

(1) The Phase 1 Services Compensation;

(2) The estimated Cost of the Work, inclusive of the Contingency defined in Section 5.7 below;

(3) Design-Builder's General Conditions; and

(4) Design-Builder's Fee.

The proposed GMP shall be supported by a detailed cost estimate organized by trade categories, including any Allowance Payment Items and Contingency.

(b) The Phase 2 Proposal Design Documents, with such documents to be listed and attached to the Phase 2 Proposal;

(c) A list of the assumptions and clarifications made by Design-Builder in the preparation of the Phase 2 Proposal, which list is intended to supplement the information contained in the Phase 2 Proposal Design Documents, and shall include any Geotechnical Baseline Report ("GBR");

(d) The Scheduled Substantial Completion Date upon which the proposed GMP is based, and a schedule upon which the Scheduled Substantial Completion Date is based ("Baseline Schedule"), developed in accordance with Section 2.1.2 of the General Conditions of Contract;

(e) A schedule of submittals listing each required submittal and the times for submitting, reviewing and processing each submittal;

(f) A schedule of values for all of the Work which will include quantities and prices of items which when added together equal the GMP and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work;

(g) A cash flow projection estimating that portion of the GMP to be due during each month of performance;

(h) If applicable, a list of Allowance Payment Items, Allowance Payment Values, and a statement of their basis;

(i) If applicable, a schedule of alternate prices;

(j) If applicable, a schedule of unit prices;

(k) If applicable, a statement of Additional Services which may be performed but which are not included in the GMP and which, if performed, shall be the basis for an adjustment to the GMP and/or Scheduled Substantial Completion Date;

(l) A subcontracting plan for the Phase 2 Services which will, among other things, set forth a list of Subcontractors and Suppliers whose bids/proposals have been accepted by Owner;

(m) An updated letter from its surety or sureties verifying that Design-Builder has bonding capacity for the Performance Bond and Labor and Material Payment Bond in the amount of the GMP;

(n) An updated list of Key Personnel and Design-Builder's Project Organizational Chart;

(o) A specimen Builder's Risk Insurance policy with all appropriate attachments, sub-limits that has been approved by Owner, and a letter of certification from Design-Builder or Design-Builder's insurance broker confirming that Builder's Risk Insurance in the form of such specimen policy will be placed prior to the commencement of construction;

(p) Identification of any GDR and GBR that will become an exhibit to the Phase 2 Amendment;

(q) Such other information and materials as Owner may reasonably request; and

(r) Confirmation that the Phase 2 Proposal will remain valid during the Phase 2 Proposal Acceptance Period.

5.3 Review and Negotiation of Phase 2 Proposal.

5.3.1 Review Process. After submission of a Phase 2 Proposal under Section 5.2 above, Design-Builder and Owner shall meet to discuss and review such proposal, with the understanding that: (a) all information shall be provided by Design-Builder on an Open-Book Basis; (b) Design-Builder shall provide such information as Owner may reasonably request relative to such proposal; and (c) Design-Builder shall identify and justify any costs that are significantly different than Design-Builder's latest cost model. If Owner has any comments regarding the proposal, or finds any inconsistencies or inaccuracies in the information presented, it shall promptly notify Design-Builder of such comments or findings. If appropriate, Design-Builder shall, upon receipt of Owner's notice, make appropriate adjustments to the proposal. Design-Builder is also on notice that Owner may, at any time, submit the proposal to either the Owner's Advisor or an independent third party for review and verification.

5.3.2 Negotiation. If Owner determines that there is merit in considering the Phase 2 Proposal, it shall so notify Design-Builder, whereupon the Parties shall negotiate in good faith and attempt to reach agreement on the terms of the proposal.

5.4 Agreement on Phase 2 Proposal. If the Parties reach agreement on the Phase 2 Proposal, as such proposal may be amended by Design-Builder to reflect discussions between the Parties, and Owner's Board of Directors approves such proposal, the Parties will execute the Phase 2 Amendment.

5.5 Failure to Agree upon Phase 2 Proposal. If the Parties are unable to reach an agreement on the Phase 2 Proposal, Owner may:

(a) Continue to evaluate and suggest modifications to the proposal, whereupon, if such modifications are accepted in writing by Design-Builder, then the Parties shall be deemed to have agreed upon the modified proposal, in which case the Parties shall proceed in accordance with Section 5.4 above;

(b) Authorize Design-Builder to continue to advance the design of the Project as an additional service and/or have Design-Builder provide another proposal at a later point in time, which proposal shall comply with this Article 5; or

(c) Exercise its rights to terminate this Agreement for convenience pursuant to Section 11.1.1 below.

5.6 Design-Builder's Rights if Owner Fails to Act. If Owner fails to exercise any of its options under Section 5.5 within, as applicable, the Phase 2 Proposal Acceptance Period, as such period may be extended by mutual agreement of the Parties, Design-Builder may, after giving Owner thirty (30) days written notice of its intention to do so, declare the Phase 2 Proposal null and void. Additionally, Design-Builder may declare that Owner has constructively terminated the Agreement under Section 11.1.1 below, in which case Design-Builder's sole rights and remedies shall be as stated in Section 11.1.2 below.

5.7 Contingency.

5.7.1 General. The Phase 2 Proposal and Phase 2 Amendment will include a contingency line item ("Contingency") as part of the estimated Cost of the Work. The Contingency is available for Design-Builder's exclusive use for unanticipated Costs of the Work that it has incurred that are not the basis for a Change Order under the Contract Documents. By way of example, and not as a limitation, such costs may include: (a) trade buy-out differentials; (b) overtime or acceleration; (c) escalation of materials; (d) correction of defective, damaged or nonconforming Work, including design errors or omissions, however caused; (e) Subcontractor defaults; and (f) deductibles incurred by Design-Builder under the insurance required under Exhibit 14.1 ("Insurance Requirements"), but not to exceed $25,000 per occurrence. The Contingency is not available to Owner for any reason, including, but not limited to changes in scope or any other item which would enable Design-Builder to increase the GMP under the Contract Documents.

5.7.2 Draws. Design-Builder may draw upon the Contingency by making a written request to Owner, identifying the reason and amount of the draw, and by obtaining Owner's written approval, which shall not be unreasonably withheld. If Owner approves a draw against the Contingency, Design-Builder shall, in its Payment Applications, show an increase in the relevant line item by the amount drawn and a decrease in the line item for the Contingency.

5.7.3 Draws for Subcontractor Default or Insurable Event. Design-Builder agrees that with respect to any expenditure from the Contingency relating to a Subcontractor default or an event for which insurance or bond may provide reimbursement, Design-Builder will in good faith exercise reasonable steps to obtain performance from the Subcontractor and/or recovery from any surety or insurance company. Design-Builder agrees that if Design-Builder is subsequently reimbursed for said costs, then said recovery will be credited back to the Contingency, net of any costs and expenses incurred by Design-Builder in pursuing such

recovery.

5.8 Savings.

5.8.1 Definition. If the sum of: (a) the Phase 1 Services Compensation; (b) the actual Cost of the Work; (c) Design-Builder's General Conditions; and (d) Design-Builder's Fee is less than the GMP, as such GMP may have been adjusted over the course of the Project, the difference ("Savings") shall be treated as set forth in the Phase 2 Amendment.

5.8.2 Payment. Savings shall be calculated and paid as part of Final Payment under Section 7.3 hereof, with the understanding that to the extent Design-Builder incurs costs after Final Completion which would have been payable to Design-Builder as a Cost of the Work, the Parties shall recalculate the Savings in light of the costs so incurred.

5.9 Effect and Administration of the GMP. By executing a Phase 2 Amendment, Design-Builder guarantees that Owner's payment obligations shall not exceed the amount of the GMP, and that Design-Builder shall be responsible for paying all costs of completing the Work which exceed the GMP, as the GMP may be adjusted in accordance with the Contract Documents.

Article 6

Cost of the Work

6.1 Cost of the Work. The term "Cost of the Work" shall mean costs reasonably and actually incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

6.1.1 Wages of design professionals or construction workers directly employed by Design-Builder to perform: (a) design; and (b) construction of the Work at the Site or, with Owner's agreement, at locations off the Site; *provided, however*, that the costs for those employees of Design-Builder performing design services shall be calculated on the basis of prevailing market rates for design professionals performing such services or, if applicable, those rates set forth in Exhibit 4.1.1 ("Phase 1 Services Compensation").

6.1.2 A multiplier applied to the wages of the employees of Design-Builder covered under Section 6.1.1 above as compensation for the costs incurred or customarily paid for employee benefits, project-related bonuses, premiums, taxes, insurance, contributions and assessments required by law, and/or collective bargaining agreements. The multiplier for Design-Builder's professional, salary-based personnel shall be as included in those rates set forth in Exhibit 4.1.1 ("Phase 1 Services Compensation"). The multiplier for Design-Builder's Phase 2 Services for craft/field, hourly-based and professional, salary based personnel shall be negotiated with the Phase 2 Proposal.

6.1.3 Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work.

6.1.4 Costs incurred by Design-Builder in repairing or correcting defective,

damaged or nonconforming Work (including any warranty or corrective Work performed after Substantial Completion), provided that such Work was beyond the reasonable control of Design-Builder, or caused by the ordinary mistakes or inadvertence, and not the negligence, of Design-Builder or those working by or through Design-Builder, and provided further that no Design-Builder's Fee shall apply to such costs. If the costs associated with such Work are recoverable from insurance, Subcontractors or Design Consultants, Design-Builder shall exercise reasonable commercial efforts to obtain recovery from the appropriate source and provide a credit to Owner if recovery is obtained, net of any costs and expenses reasonably incurred by Design-Builder in pursuing and obtaining such recovery.

6.1.5 Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

6.1.6 Costs (less salvage value) of Equipment and Materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

6.1.7 Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

6.1.8 Fuel and utility costs incurred in the performance of the Work.

6.1.9 Costs for Governmental Approvals, permits, royalties, licenses, tests, and inspections incurred by the Design-Builder as a requirement of the Contract Documents.

6.1.10 The cost of defending suits or claims for infringement of patent rights arising from the use of a particular design, process, or product required by Owner, paying legal judgments against Design-Builder resulting from such suits or claims, and paying settlements with Owner's consent.

6.1.11 Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property.

6.1.12 Premiums for the Performance Bond, Labor and Material Payment Bond, and Builder's Risk Insurance, *provided, however*, that no Design-Builder's Fee shall apply to such costs.

6.1.13 Sales, use or similar taxes, tariffs, or duties incurred in the performance of the Work.

6.1.14 Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

6.2 Design-Builder's General Conditions. The term "Design-Builder's General Conditions" shall mean Design-Builder's costs reasonably and actually incurred by Design-Builder for supervisory, construction management and overhead-related items in connection with the proper performance of the Work and which are not covered by the Cost of the Work. Design-Builder's General Conditions shall include only the following:

6.2.1 Base wages or salaries of Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or, with Owner's agreement, working at locations off the Site. Such wages and salaries shall be charged at the fixed rates set forth in Exhibit 6.2.1, Contractor's Labor and Equipment Rates.

6.2.2 The fixed rates set forth in Exhibit 6.2.1 include all employee benefits, project-related bonuses, premiums, taxes, insurance, contributions and assessments required by law, and/or collective bargaining agreements.

6.2.3 Costs of removal of debris and waste from the Site not performed or required to be performed by Subcontractors.

6.2.4 The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long distance telephone calls, postage and express delivery charges, telephone service, photocopying, reasonable petty cash expenses.

6.2.5 Vehicles for the transport of persons, such as passenger cars and pick-up trucks, to the extent used by any of Design-Builder's personnel while performing their Project-related responsibilities.

6.3 Non-Reimbursable Costs. The Cost of the Work and Design-Builder's General Conditions shall not include the following:

6.3.1 Salaries and other compensation for Design-Builder personnel stationed at Design-Builder's principal or branch offices, except as expressly provided for in Sections 6.1.1 and 6.2.1 above.

6.3.2 Expenses of Design-Builder's principal office and offices other than the Site office.

6.3.3 Overhead and general expenses, except as expressly provided for in Sections 6.1 and 6.2 above.

6.3.4 Bonuses, profit sharing, thrift or similar plans paid to employees of Design-Builder, whether or not such employee worked on the Project, except as expressly provided for in Sections 6.1.2 and 6.2.2 above.

6.3.5 The cost of Design-Builder's capital used in the performance of the Work.

6.3.6 Insurance premiums incurred or paid by Design-Builder, other than the Builder's Risk insurance.

6.3.7 Corporate and non-Project specific accounting and data processing costs.

6.3.8 Any costs not specifically set forth in Sections 6.1 and 6.2 above.

6.3.9 Costs that would cause the GMP to be exceeded.

6.3.10 Costs and expenses incurred to obtain any Governmental Approval, permit, license, registration, or other approval, or fee or charge incurred, in connection with the general operations of Design-Builder and not required specifically and exclusively for the performance of the Work.

Article 7
Payment Procedures

7.1 Phase 1 Services.

7.1.1 Basis for Phase 1 Services Compensation. The basis for the Phase 1 Services Compensation is set forth in Exhibit 4.1.1 ("Phase 1 Services Compensation"), which exhibit includes, among other things, hourly rates and other information associated with pricing associated with the Phase 1 Services, including the pricing of changes to the Phase 1 Services.

7.1.2 Application for Payment for Phase 1 Services. Design-Builder shall submit an application for payment to Owner on the fifth (5th) day of each month, beginning with the first month after the Phase 1 NTP. The application for payment shall be in the form approved by Owner, and shall: (a) identify the services performed during the preceding month; (b) indicate the total amount requested for payment; (c) indicate the total amount paid Design-Builder through the date of the application for payment; and (d) include such other information or documentation as Owner may reasonably require.

7.1.3 Payment by Owner for Phase 1 Services. Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate application for payment, less amounts properly withheld under Section 6.3 of the General Conditions of Contract or otherwise.

7.1.4 Retainage. No retainage will be withheld by Owner for payments made to Design-Builder for Phase 1 Services, *provided, however*, in the event Owner and Design-Builder execute an amendment to this Agreement authorizing Design-Builder to perform an Early Work Package, such amendment will address what, if any, retainage will be withheld on such Early Work Package payments.

7.2 Phase 2 Services.

7.2.1 Application for Payment for Phase 2 Services. Design-Builder shall submit to Owner on the fifth (5th) day of each month, beginning with the first month after the Phase 2 NTP, Applications for Payment in accordance with Article 6 of the General Conditions of Contract.

7.2.2 Payment by Owner for Phase 2 Services. Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with Article 6 of the General Conditions of Contract, but in each case less the total of payments previously made, and less amounts properly withheld under Section 6.3 of the General Conditions of Contract or otherwise.

7.2.3 Retainage. Owner will withhold retainage in the amount of five percent (5%) on progress payments due Design-Builder. Within thirty (30) days after the Substantial Completion Date, Owner shall release to Design-Builder all retainage, less an amount equal to: (a) two hundred percent (200%) of the reasonable value of all remaining Punch List items as of the Substantial Completion Date; and (b) all other amounts Owner is entitled to withhold pursuant to Section 6.3 of the General Conditions of Contract. Owner shall pay the outstanding retainage at Final Payment, in accordance with Section 6.6 of the General Conditions of Contract.

7.2.4 Security Substitution. In accordance with Public Contract Code Section 22300, and at the expense of Design-Builder, Design-Builder: (a) shall be permitted to substitute securities for any moneys withheld by Owner to ensure performance under the Agreement; and/or (b) request and Owner shall make payment of retainage earned directly to the escrow agent established under Public Contract Code Section 22300. For the avoidance of doubt, all other provisions of Public Contract Code Section 22300 shall be applicable.

7.3 Interest. Payments due and unpaid by Owner to Design-Builder shall bear interest in accordance with Public Contract Code Section 20104.50(b).

7.4 Owner's Rights to Offset Delay Liquidated Damages. Owner shall have the right to withhold Delay Liquidated Damages from any monies unpaid, otherwise due, or to become due, to Design-Builder, to demand and receive payment from Design-Builder of such Delay Liquidated Damages, and to initiate applicable dispute resolution procedures under Article 10 of the General Conditions of Contract to recover such Delay Liquidated Damages. The withholding of such damages from any monies unpaid, otherwise due, or to become due shall be in addition to retainage under the Contract Documents. Owner has the discretion to allow Delay Liquidated Damages to accrue without withholding and by doing so does not waive any rights to withhold them at a later time.

7.5 Retainage Applicable to Subcontractors and Sub-Subcontractors. In accordance with Public Contract Code Section 22172.(4)(b), in: (a) a Subcontract; (b) a contract between a Subcontractor and a Sub-Subcontractor; and (c) a contract between a Design Consultant and a subcontractor, the percentage of the retainage proceeds withheld shall not exceed the percentage specified in this Article 7 applicable to Design-Builder. If Design-Builder provides written notice to any Subcontractor that is not a member of Design-Builder, before or at the time the bid is requested, that a bond may be required, and Subcontractor subsequently is unable or refuses to furnish a bond to Design-Builder, then Design-Builder may withhold retainage proceeds in excess of the percentage specified in this Agreement from any payment made by Design-Builder to such Subcontractor.

Article 8

Self-Perform Work and Subcontracts

8.1 Self-Perform Work.

8.1.1 General. Self-Perform Work will be performed during both Phase 1 and Phase 2, with the understanding that the specific scope of Self-Perform Work will be determined by mutual agreement of the Parties during Phase 1. Self-Perform Work packages shall either be negotiated or subject to competition, as determined by Owner in its sole and absolute judgment.

8.1.2 Self-Perform Work Subject to Negotiations. If Owner determines that the Self-Perform Work package will be subject to negotiation, Design-Builder shall submit a proposal for such package based upon: (a) the estimated Cost of the Work for such Self-Perform Work, with the entity performing Self-Perform Work pricing its labor on actual wages plus the appropriate multiplier on such wages; and (b) Design-Builder's Fee being applied to such Cost of the Work. For the avoidance of doubt, the entity performing Self-Perform Work shall provide such information as Owner may reasonably request, with the understanding that all information that formed the basis for the applicable estimate will be provided to Owner on an Open-Book Basis. If the Parties are unable to reach an agreement on the proposal, Owner may, in its sole and absolute judgment: (x) withdraw its permission that the applicable Work be deemed Self-Perform Work; or (y) give Design-Builder permission to submit a competitive proposal in accordance with Section 8.1.3 below.

8.1.3 Self-Perform Work Subject to Competition. If Owner determines that the Self-Perform Work package will be subject to competition, Design-Builder shall be allowed to perform such package if: (a) Design-Builder submits its bid or proposal for such package in the same manner as all other Subcontractors; and (b) Owner determines that Design-Builder's bid or proposal provides the best value for Owner. If Design-Builder wishes to submit a bid or proposal for such package, Owner shall have the right to require the submittal of all bids or proposals for such work directly to Owner and/or Owner's Advisor (and not to Design-Builder) for review and evaluation.

8.1.4 Self-Perform Work Performed on Lump Sum Basis. If any of Design-Builder's Self-Perform Work is performed on a lump sum basis, such lump sum shall be treated in the same manner as if the lump sum was performed by a Subcontractor for purposes of determining Cost of the Work. If such Self-Perform Work is performed on a GMP or Cost of the Work basis, it will be paid in accordance with Sections 6.1 and 6.2 above. Except for Self-Perform Work performed under Section 8.1.3 above, the entity performing Self-Perform Work shall provide such information as Owner may reasonably request, with the understanding that all information that formed the basis for the applicable estimate will be provided to Owner on an Open-Book Basis, with all cost information being transparent and based on actual, verifiable costs compliant with Sections 6.1 and 6.2 above.

8.2 Work to Be Performed through Subcontractors.

8.2.1 Fixed-Price Subcontracts. It is contemplated that all first-tier Subcontractors are to be awarded fixed-price Subcontracts, unless expressly authorized

otherwise by Owner in writing.

8.2.2 Award of Construction Subcontracts with Value in Excess of One-Half of One Percent (0.50%) of the GMP Allocable for Construction Work. Design-Builder shall be responsible for dividing the Work into suitable bid packages. In accordance with Public Contract Code Section 22172.3, Design-Builder shall award construction Subcontracts with a value exceeding one-half of one percent (0.50%) of the GMP allocable to the construction Work in the following manner:

(a) Provide public notice of availability of Work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of Owner, including a fixed date and time on which qualifications statements, bids, or proposals will be due.

(b) Establish reasonable qualification criteria and standards.

(c) Award the Subcontract on a best value basis.

The above-referenced process may include prequalification or short-listing. Subcontractors awarded Subcontracts under this Section 8.2.2 shall be afforded all the protections of the Subletting and Subcontracting Fair Practices Act (Chapter 4 (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code).

8.2.3 Award of Other Subcontracts. Any Subcontract that is not covered by Section 8.2.2 above having a value greater than $250,000 shall be awarded through a low bid, competitive procurement process, unless otherwise expressly authorized by Owner in writing. For such Subcontracts, Design-Builder shall: (a) develop procurement procedures applicable to such Subcontracts that have been approved by Owner; (b) prepare all necessary procurement documents; (c) advertise for bids or proposals and receive bids or proposals; (d) evaluate the bids or proposals in accordance with the selection criteria established in the procurement documents; and (e) recommend a bid or proposal for approval by Owner in accordance with such evaluation. All bids or proposals shall be made available to Owner on request.

8.2.4 Owner and Owner's Advisor Rights to Participate in Procurement Process. Owner and Design-Builder shall meet and confer about the role that Owner anticipates playing during the procurement of Subcontractors. Without limiting any of the foregoing, Design-Builder acknowledges and agrees that Owner and Owner's Advisor shall have the right to: (a) review and comment on all procurement documents; (b) attend any bid or proposal openings; (c) attend any meetings with prospective Subcontractors, including scope review meetings; (d) review all bids, proposals, and other information developed or otherwise resulting from any competitive procurement, including Design-Builder's tabulation, scoring or evaluation materials; and (e) otherwise participate in the negotiation and contract award process. Unless Owner decides otherwise, Design-Builder shall provide Owner, upon award of a Subcontract, with a description of the competitive process undertaken in connection with such Subcontract award, together with copies of all material documents used in connection therewith and agreements resulting therefrom.

8.3 Work to be Performed through Design Consultants.

8.3.1 Owner's Right to Approve all Design Consultants. Owner shall have the right to approve all Design Consultants on the Project, regardless of whether such Design Consultants were identified in Design-Builder's Proposal and/or evaluated by Owner during the procurement process.

8.3.2 Construction Subcontractors Providing Design Services. In accordance with Public Contract Code Section 22172.3(d), a construction Subcontractor licensed pursuant to Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code that provides design services on this Project shall not be subject to any liability arising from its design if the construction Subcontract for that design is not performed by that Subcontractor.

8.4 Subcontractor Participation in Performance of the Phase 1 Services. If Design-Builder wishes to retain any Subcontractor to provide assistance to Design-Builder in the performance of the Phase 1 Services, Design-Builder shall so notify Owner. The Parties shall meet and confer about the most appropriate way of having such Subcontractors participate, and Owner will have ultimate authority to determine whether and how any Subcontractor will be awarded a Subcontract to provide Phase 1 Services under this Agreement and, if so, the commercial arrangement with the applicable Subcontractor.

Article 9
Work Product

9.1 Owner's Rights in Work Product. Design-Builder hereby assigns and conveys to Owner all right, title, and interest, including all copyrights, patents, or any other intellectual property rights (but excluding Pre-Existing Intellectual Property) in all Work Product and all ideas or methods specifically developed for such Work Product. All Work Product will become the property of Owner on the earlier of: (a) Owner's payment to Design-Builder of monies due in accordance with this Agreement and not subject to a good faith dispute; (b) the date any Work Product is delivered to Owner; or (c) upon any termination of this Agreement. Owner's use of any Work Product for any purpose other than the Project, without the involvement of Design-Builder, shall be at its own risk, and Design-Builder shall have no liability to Owner for or relating to any such use.

9.2 Design-Builder and/or DB-Related Entities' Rights in Work Product. Owner hereby grants Design-Builder and any respective DB-Related Entity, to the extent to which Design-Builder and/or DB-Related Entity developed any Work Product, a perpetual, royalty-free, irrevocable, global, and unrestricted license to use the Work Product for any purposes whatsoever for itself and other clients or owners, including without limitation, the right to copy, develop derivative works, improve, alter, and to further sublicense the Work Product to any other entities, clients, owners, subconsultants and/or subcontractors of any tier. For the avoidance of doubt, Design-Builder may make and retain copies of the Work Product for information, reference and use by DB-Related Entities with respect to the Work. Except as specifically provided in this Section 9.2 and in Section 9.3 below, no DB-Related Entity will own or claim any copyright, patent, or any other intellectual property right in or with respect to any Work Product or ideas or methods specifically developed for such Work Product.

9.3 Pre-Existing Intellectual Property. Owner acknowledges and agrees that in the performance of services under this Agreement, a DB-Related Entity may use proprietary algorithms, software, hardware, databases, other background technology, and other proprietary information that the DB-Related Entity developed or licensed from third parties prior to the Agreement Date or, in the case of the performance of Phase 2 Services, prior to the date upon which the GMP Amendment is effective, or for any specific Early Work Package, prior to the date upon which the relevant Early Work Package amendment is effective ("Pre-Existing Intellectual Property"). Without limiting Owner's rights with respect to the Work Product or the Project, the DB-Related Entity will retain all right, title, and interest in such Pre-Existing Intellectual Property. However, Owner shall have the irrevocable, perpetual, and unrestricted right from and after the Agreement Date to use (or permit use of) all Pre-Existing Intellectual Property incorporated in the Work Product or the Project, all oral information received by Owner in connection with the Work, and all ideas or methods represented by Pre-Existing Intellectual Property incorporated in the Work Product or the Project, and in each case without additional compensation. Design-Builder hereby licenses such irrevocable, perpetual, and limited rights to Owner for the sole purpose of designing, constructing, commissioning, operating, and maintaining the Project. Owner's use of such license rights for any purpose other than the Project shall be at its own risk, and neither Design-Builder nor any other DB-Related Entity shall have liability to Owner for or relating to any such use. The Parties acknowledge and agree that notwithstanding the foregoing, any third party software purchased or developed for use for the Project, regardless of the date of purchase or development, shall be deemed to be Pre-Existing Intellectual Property, *provided, however*, that any input or output data or other information obtained through such third party software shall be deemed Work Product and not Pre-Existing Intellectual Property, unless such data or other information obtained otherwise meets the definition of Pre-Existing Intellectual Property.

Article 10
Books and Records

10.1 Proper Financial Management. Design-Builder shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management, using accounting and control systems in accordance with generally accepted accounting principles, consistently applied.

10.2 Retention and Audit of Books and Records. During the performance of the Work and for a period of three (3) years after Final Payment, Owner and its accountants shall be afforded access to, and the right to audit from time-to-time, upon reasonable written notice, all Books and Records relating to the Work, all of which Design-Builder shall preserve for a period of three (3) years after Final Payment. Such inspection shall take place at Design-Builder's offices during normal business hours unless another location and time is agreed to by the Parties. Owner may take possession of such Books and Records by reproducing such Books and Records for off-site review. Within a reasonable time after Owner's written notice, Design-Builder shall provide Owner with copies of electronic and electronically stored Books and Records in a reasonably usable format that allows Owner to access and analyze all such Books and Records. For Books and Records that require proprietary software to access and analyze, Design-Builder shall provide Owner with the means to do so, including a license authorizing Owner to access and analyze all such Books and Records.

10.3 Items Not Subject to Audit. For the avoidance of doubt, Owner shall not have the right to audit any items for which it has accepted a lump sum proposal or agreed upon a fixed price/lump sum, including, but not limited to any agreed-upon billing rates, multipliers or markups agreed to by Owner and Design-Builder as part of this Agreement, which are only subject to audit to confirm that such billing rate, multiplier or markup has been charged in accordance with this Agreement.

10.4 Flow-Down in Subcontracts. Design-Builder shall insert a clause containing all the provisions of this Article 10 in all Subcontracts having values over $100,000.00.

Article 11
Owner's Right to Terminate for Convenience Prior to Execution of a Phase 2 Proposal

11.1 Owner's Right to Terminate for Convenience Prior to Execution of Phase 2 Amendment.

11.1.1 Generally. Prior to execution of the Phase 2 Amendment, Owner may terminate this Agreement for its convenience for any reason, including but not limited to the failure of Owner and Design-Builder to agree upon the terms of a Phase 2 Amendment. Owner's decision to terminate under this Section 11.1.1 shall be made in its sole and absolute judgment. The provisions of this Section 11.1 address Owner's rights to terminate this Agreement for its convenience prior to the execution of the Phase 2 Amendment. For the avoidance of doubt, the termination for convenience provisions of Section 11.6 of the General Conditions of Contract are not applicable to Owner's termination under this Section 11.1.

11.1.2 Sole and Exclusive Remedy. If Owner terminates this Agreement under Section 11.1.1 above, Design-Builder's sole and exclusive right and remedy shall be to be paid for all Phase 1 Services properly performed through the date of the termination notice. Design-Builder shall not be entitled to any overhead or profit on unperformed Work or services of any other kind. In no case shall Design-Builder or any other DB-Related Entity be entitled to anticipatory or unearned profits, unabsorbed overhead, opportunity costs, or consequential or other damages as a result of the termination.

11.1.3 Owner's Rights to Deliver Project. Owner shall have the right, in its sole and absolute judgment, to determine whether to complete the Project and, if so, the delivery approach for the Project, including but not limited to the right to complete the design and use a design-bid-build or construction management at-risk process, retain another design-builder, or any other delivery approach.

11.2 Furnishing of Documents. If Owner has exercised its rights under Section 11.1.1 above, Owner and Design-Builder shall promptly meet and confer about the documents and other materials prepared by Design-Builder, Design Consultants and, if applicable, Subcontractors as part of the Phase 1 Services. Design-Builder shall furnish, or cause to be furnished, to Owner all design documents and other materials, including but not limited to schedules, bid packages, cost estimates, and procurement documents, requested by Owner, which documents shall, to the extent they were not already Work Product, be deemed Work Product.

11.3 Owner's Right to Terminate for Convenience after Execution of Phase 2 Amendment. Upon execution of the Phase 2 Amendment, Owner's rights to terminate this Agreement for convenience shall be governed by Section 11.6 of the General Conditions of Contract.

11.4 Conditional Right of Owner to Contract with Design Consultants. Design-Builder acknowledges that Owner's ability to successfully complete the Project may be significantly impacted if Owner terminates Design-Builder for either cause or convenience and certain Design Consultants (including a Lead Designer) are not available to continue working on the Project. Consequently, Design-Builder hereby agrees that if Owner exercises its rights under Section 11.1.1 above, or exercises its rights to terminate under either Sections 11.2 or 11.6 of the General Conditions of Contract, Owner shall have the right, but not the obligation, to contract directly with any and all Design Consultants for services related to this Project. Design-Builder shall take such steps as are reasonably necessary to enable Owner to implement such relationships, including having a provision in its Subcontracts with Design Consultants that, in the event Design-Builder is terminated under this Agreement for any reason, the Design Consultant will in good faith negotiate with Owner the contractual terms (e.g., scope of work, compensation and other requirements) associated with such Design Consultant continuing to work on the Project. For the avoidance of doubt, Design-Builder shall have no liability to Owner for those acts or omissions of a Design Consultant that take place after the Design Consultant enters into a contract with Owner.

11.5 Design Consultant Liability. In accordance with Public Contract Code Section 22172.2(c)(2), any Design Consultant responsible for performing design services on behalf of Design-Builder that has been replaced shall have sole liability for its design errors and omissions, provided Owner elects to use such Design Consultant's complete and stamped designs with subsequent design-build entities or licensed contractors.

Article 12
Design-Builder's Representations

12.1 Representations in Executing Agreement. Design-Builder reaffirms that all disclosures, representations, warranties, and certifications made in Design-Builder's Proposal remain true and correct as of the Agreement Date and shall remain binding and in effect throughout the term of this Agreement.

12.2 Representations in Submitting the Phase 2 Proposal and Executing the Phase 2 Amendment. Design-Builder shall be deemed to have made the following representations with its submission of the Phase 2 Proposal and execution of the Phase 2 Amendment:

(a) Design-Builder has examined, carefully studied, and thoroughly understands the Contract Documents and the Owner-Furnished Information associated with the Work covered by the Phase 2 Proposal and Phase 2 Amendment.

(b) Design-Builder has visited the Site and has become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work covered by the Phase 2 Proposal and Phase 2 Amendment.

(c) Design-Builder is familiar with and is satisfied as to all Legal Requirements that may affect cost, progress, or performance of the Work covered by the Phase 2 Proposal and Phase 2 Amendment.

(d) Design-Builder has correlated the Contract Documents with the information known to Design-Builder, information obtained from the Owner-Furnished Information, and observations made during visits to the Site.

(e) Design-Builder is aware of the nature of other work that will be undertaken by Owner's Separate Contractors to the extent Design Builder has been advised in writing of such other work by Owner, and of the relationship of such other work to the Work.

(f) Design-Builder has given Owner written notice of all conflicts, errors, ambiguities, or discrepancies that Design-Builder has discovered in the Contract Documents and Owner-Furnished Information before submitting the Phase 2 Proposal and the written resolution thereof by Owner is acceptable to Design-Builder.

(g) The Phase 2 Proposal Design Documents are based upon and comply with Owner's Project Criteria.

(h) The Contract Documents are sufficiently complete to indicate and convey an understanding of all terms and conditions for performance and furnishing of the Work covered by the Phase 2 Proposal and Phase 2 Amendment, including having enabled Design-Builder to establish the GMP.

(i) The GMP established by the Phase 2 Proposal contains sufficient monies to perform all Work associated with the Phase 2 Proposal, including Design-Builder's obligation to provide and construct any items that are not explicitly contained in the Phase 2 Proposal Documents but which are reasonably inferable from the Phase 2 Proposal Design Documents and necessary to provide a fully-functioning Project conforming to the Contract Documents.

(j) Design-Builder shall be bound by and shall perform its obligations in full compliance with the Contract Documents.

Article 13
Liability Limitations

13.1 Limitation of Liability for Delay Liquidated Damages. Design-Builder's total aggregate liability to Owner for the payment of Delay Liquidated Damages shall not exceed the amount set forth in the Phase 2 Amendment.

13.2 Maximum Liability Cap.

13.2.1 General. Subject to Section 13.2.2 below, Design-Builder's liability to Owner under this Agreement with respect to damages arising out of the performance or unexcused non-performance of any work performed by a DB-Related Entity under this Agreement, whether such damages are based upon contract, breach of warranty (express or

implied), tort (including negligence), strict liability, or any other legal theory, shall not exceed an amount equal to fifty percent (50%) of the Contract Price ("Maximum Liability Cap"), which amount specifically includes any Delay Liquidated Damages paid by Design-Builder. In addition, Design-Builder's liability to Owner for Delay Liquidated Damages under Section 3.4 of this Agreement, shall not exceed an amount equal to fifty percent (50%) of the Design-Builder's Fee, as defined in Section 4.3.

13.2.2 Exclusions. Notwithstanding Section 13.2.1 above, or anything else in the Contract Documents, Design-Builder's liability for the following shall not be limited or released in any way by the Maximum Liability Cap for the following liabilities, losses, damages, costs or expenses:

(a) Any loss, cost or expense, to the extent such loss, cost or expense is paid by the proceeds of insurance (excluding payment of deductibles) up to the specific amounts Design-Builder is required to carry under Exhibit 14.1 ("Insurance Requirements");

(b) Any loss, cost or expense arising out of or connected with Design-Builder's fraud, fraudulent misrepresentation, gross negligence, willful misconduct, or criminal acts;

(c) Any loss, cost or expense incurred by Design-Builder in connection with Design-Builder's indemnification obligations set forth in Article 7 of the General Conditions of Contract; and

(d) Any loss, cost, expense or penalties incurred by Design-Builder to any person or entity (other than Owner) in any legal proceedings.

13.2.3 Costs to Complete the Work. Notwithstanding the provisions in Section 13.2.1, the costs incurred by Design-Builder in performing the Work and achieving Final Completion shall not be construed as being part of or limited by the Maximum Liability Cap.

13.3 Waiver of Consequential Damages.

13.3.1 General. To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement (other than Section 13.3.2 below), in no event, whether arising out of contract, breach of warranty (express or implied), tort (including negligence), strict liability, or any other cause of or form of action whatsoever, shall either Party be liable to the other for any consequential damages (including, without limitation, damages for loss of use, loss of profits or anticipated profits, loss of revenue, and loss of business opportunity) arising out of or in connection with the performance or non-performance of its obligations under this Agreement.

13.3.2 Exclusions. Notwithstanding Section 13.3.1 above, or anything else in the Contract Documents, Design-Builder's liability for the following shall not be limited or released in any way for the following liabilities, losses, damages, costs or expenses:

(a) Any loss, cost or expense, to the extent such loss, cost or expense is paid by the proceeds of insurance (excluding payment of deductibles) up to the specific amounts Design-Builder is required to carry under Exhibit 14.1 ("Insurance Requirements");

(b) Any loss, cost or expense arising out of or connected with Design-Builder's fraud, fraudulent misrepresentation, gross negligence, willful misconduct, or criminal acts;

(c) Any loss, cost or expense incurred by Design-Builder in connection with Design-Builder's indemnification obligations set forth in Article 7 of the General Conditions of Contract; and

(d) Design-Builder's obligation to pay Delay Liquidated Damages in accordance with Section 3.4 above.

13.4 Applicability

13.4.1 Other Persons and Entities. The provisions of this Article 13 shall be binding on and extend to the benefit of all successors, assignees, employees, officers, directors and Affiliates of each Party; *provided, however*, that the amount of Design-Builder's liability shall not exceed in the aggregate the limits set forth in Section 13.2 above.

13.4.2 Binding Effect. Except to the extent prohibited by applicable Legal Requirements or specific terms to the contrary in this Article 13, the releases, waivers, limitations of liability and other terms in this Article 13 shall apply even in the event of the fault, negligence (in whole or in part), tort, strict liability, breach of contract or otherwise, of the person or entity in whose favor such provisions operate.

Article 14
Miscellaneous

14.1 Insurance Requirements. Design-Builder shall procure and maintain the insurance required by Exhibit 14.1 ("Insurance Requirements").

14.2 Performance and Labor and Material Payment Bonds. Design-Builder shall procure and maintain, in accordance with Section 5.2 of the General Conditions of Contract, the Performance Bond in the form set forth in Exhibit 14.2(a) ("Form of Performance Bond") and Labor and Material Payment Bond in the form set forth in Exhibit 14.2(b) ("Form of Labor and Material Payment Bond").

14.3 Key Personnel and Organizational Chart. Design-Builder's Key Personnel and Project organizational structure are set forth in Exhibit 14.3 ("Key Personnel and Project Organizational Structure").

14.4 Design-Builder's RFP Proposal. Design-Builder's RFP Proposal is attached as Exhibit 14.4 ("RFP Proposal").

14.5 Clayton Act and Cartwright Act. Design-Builder and each DB-Related Entity assigns to Owner rights, title, and interest in and to causes of action under Section 4 of the Clayton Act (15 U.S.C.A. Sec. 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 for this Agreement or any Subcontract. This assignment shall be made and become effective without further acknowledgment by the parties at the time Owner makes final payment to Design-Builder.

14.6 Compliance with Labor and Wage Laws.

14.6.1 Public Work. The Parties acknowledge that the Work is a public work as defined in Labor Code section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The Work is subject to compliance monitoring and enforcement by the DIR. Design-Builder shall post job site notices, as prescribed by regulation.

14.6.2 Registration with DIR. Pursuant to Labor Code Section 1771.1, Design-Builder and all Design Consultants and Subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any Work.

14.6.3 Prevailing Wages. Design-Builder shall pay prevailing wages to the extent required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2, copies of the prevailing rate of per diem wages are on file at the offices of Owner and on the DIR website at http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm and will be made available to any

interested party on request. By initiating any Work, Design-Builder acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Design-Builder shall post a copy of the same at each job site where Work is performed. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 et seq.), then Design-Builder shall pay the higher of either the state or federal prevailing wage applicable to each laborer.

14.6.4 Penalty for Failure to Pay Prevailing Wages. Design-Builder shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Design-Builder shall, as a penalty to Owner, forfeit the sum of $200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any Work done pursuant to this Agreement.

14.6.5 Payroll Records. Design-Builder shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Design-Builder and each Design Consultant and Subcontractor to: (a) keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Labor Code Section 1776; (b) certify and make such payroll records available for inspection as provided by Labor Code Section 1776; and (c) inform Owner of the location of the records. Design-Builder shall submit all required reporting and records directly to the DIR.

14.6.6 Apprentices. Design-Builder shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Design-Builder shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing construction Work, Design-Builder shall provide Owner with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding Work, Design-Builder and each of its construction Subcontractors shall submit to Owner a verified statement of the journeyman and apprentice hours performed under this Agreement.

14.6.7 Eight-Hour Work Day. Design-Builder acknowledges that eight (8) hours labor constitutes a legal day's work. Design-Builder shall comply with and be bound by Labor Code Section 1810.

14.6.8 Penalties for Excess Hours. Design-Builder shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. Design-Builder shall, as a penalty to Owner, forfeit twenty-five dollars ($25) for each worker employed in the performance of this Agreement by Design-Builder or any Design Consultant or 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 forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code section 1815, work performed by employees of Design-Builder in excess of eight (8) hours per day, and forty (40) hours during any one week, shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and

one-half (1½) times the basic rate of pay.

14.6.9 Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Design-Builder certifies as follows:

> "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 this contract."

14.6.10 Design-Builder's Responsibility for Subcontractors. For every Subcontractor who will perform work under this Agreement, Design-Builder shall be responsible for such Subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code, and shall make such compliance a requirement in any Subcontract. Design-Builder shall be required to take all actions necessary to enforce such contractual provisions and ensure Subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the Subcontractor on a periodic basis or upon becoming aware of the failure of the Subcontractor to pay his or her workers the specified prevailing rate of wages. Design-Builder shall diligently take corrective action to halt or rectify any such failure by any Subcontractor.

14.7 Subcontractors. Design-Builder shall comply with the Subletting and Subcontracting Fair Practices Act of Public Contracts Code.

14.8 Discrimination. Design-Builder shall not refuse to employ or promote any person, and shall not discriminate against any person with respect to compensation or terms and conditions of employment, and shall not discipline or discharge any person employed because of the person's race, religion, creed, color, national origin, ancestry or sex. Design-Builder shall not refuse to accept otherwise qualified employees as indentured apprentices solely on the grounds of race, religion, creed, color, national origin, ancestry or sex.

14.9 Gratuities. Design-Builder warrants that neither it nor any of its employees, agents, or representatives has offered or given any gratuities to Owner's employees, agents or representatives with a view toward securing this Agreement or securing favorable treatment with respect thereto.

14.10 Conflict of Interest. Design-Builder warrants that its principals have no blood or marriage relationship with, and that it is not in any way associated with, any employee or Board Member of Owner.

14.11 Copeland "Anti-Kickback" Act. If applicable to this Agreement, Design-Builder and its subcontractors shall comply with the provisions of the Copeland "Anti-Kickback" Act (18 U.S.C. Section 874), as supplemented in Department of Labor regulations, which Act provides that each contractor shall be prohibited from inducing, by any means, any person employed in the construction, completion or repair of any public

work to give up any part of the compensation to which he is otherwise entitled.

14.12 SCAQMD and CARB Compliance. Design-Builder agrees to comply with all South Coast Air Quality Management District (SCAQMD) and California Air Resources Board (CARB) requirements, including, but not limited to, compliance with CARB Regulations limiting idling of self-propelled diesel-fueled on-road and off-road vehicles and equipment (25 HP and up) to no more than five (5) consecutive minutes as specified in Title 13 of the California Code of Regulations, section 2449 (d)(3), Idling.

14.13 Mined Construction Materials. Design-Builder shall not purchase mined construction material except from a mining operation that is currently identified in the list published pursuant to subdivision (b) of Section 2717 of the Public Resources Code. Refer to the current 3098 list for qualified mining operations at www.consrv.ca.gov/OMR/ab_3098_list/current_list.

14.14 Safety. Design-Builder and all DB-Related Entities shall comply with the provisions of the Safety and Health Regulations for Construction, promulgated by the Secretary of Labor under the Contract Work Hours and Safety Standards Act, as set forth in Title 29, C.F.R. and by the California Division of Industrial Safety.

14.15 Licenses. Design-Builder has California State Contractor's License Board License Classification [XXXX], No. [XXX] and shall maintain said license and obtain and maintain, at its sole cost and expense, such licenses, permits, registrations, and approvals as may be required by applicable Legal Requirements. Design-Builder shall further insure that all Design Consultants and Subcontractors obtain and maintain all licenses, permits, registrations, and approvals as may be required by applicable Legal Requirements.

14.16 Notice. All notices required by the terms of this Agreement shall be in writing. Notice will be deemed to have been validly given: (a) if delivered in person to the individual intended to receive such notice; or (b) four (4) days after being sent by registered or certified mail, postage pre-paid, with return receipt requested, to the address indicated in the Agreement, or (c) one (1) business day after being sent by overnight delivery via a nationally recognized courier service (e.g., FedEx or UPS), postage, transmittal or shipping charges prepaid, to the addresses set forth below:

If to Design-Builder:

Snyder Langston
17962 Cowan
Irvine, CA 92614

If to Owner:

Orange County Mosquito and Vector Control District
13001 Garden Grove Blvd.
Garden Grove CA 92843
Attention: Lora Young, General Manager

14.17 Funding Agreement Requirements. Because the Work may be funded, in whole or in part, with grants or loans from one or more federal and state agencies, this Agreement may be subject to certain contract provisions that are mandated by such grants or loans. Exhibit 14.12 ("Funding Agreement Requirements") contains specific provisions mandated by several funding agencies, and Design-Builder agrees that it will fully comply with such provisions. Design-Builder further understands that Owner may amend this Agreement to include other provisions mandated by federal or state funding agencies if/when such grants and/or loans are obtained, and Design-Builder agrees that it will fully comply with such provisions. If any provision of the Contract Documents conflicts with any mandated provision referenced above, the mandated provision shall govern.

14.18 Exhibits. The following exhibits ("Exhibits") are specifically made part of, and incorporated by reference into, this Agreement:

Exhibit 1.2.1(a)	Scope of Phase 1 Services
Exhibit 1.2.1(b)	Owner's Project Criteria
Exhibit 1.5.1	Owner-Furnished Information
Exhibit 1.5.2	Designated Owner-Furnished Information
Exhibit 3.2.1	Initial 90-Day Schedule
Exhibit 4.1.1	Phase 1 Services Compensation
Exhibit 6.2.1	Contractor's Labor and Equipment Rates
Exhibit 14.1	Insurance Requirements
Exhibit 14.2(a)	Form of Performance Bond
Exhibit 14.2(b)	Form of Labor and Material Payment Bond
Exhibit 14.3	Key Personnel and Project Organizational Chart
Exhibit 14.4	Design-Builder's RFP Proposal
Exhibit 14.12	Funding Agreement Requirements

IN WITNESS WHEREOF, Owner and Design-Builder have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Design-Builder.

OWNER:

Orange County Mosquito and Vector Control District

_____
(Signature)

_____
(Printed Name)

_____
(Title)
Date: _____

DESIGN-BUILDER:

Snyder Langston

_____
(Signature)

_____
(Printed Name)

_____
(Title)
Date: _____

General Conditions of Contract

Article 1
General

1.1 Mutual Obligations

1.1.1 Owner and Design-Builder commit at all times to cooperate fully with each other and proceed on the basis of trust and good faith, to permit each Party to realize the benefits accorded under the Contract Documents.

1.2 Basic Definitions

1.2.1 For the purposes of the Contract Documents, the following words and terms shall have the meanings specified below (other words and abbreviations that have well-known technical, or trade meanings are used in the Contract Documents in accordance with such recognized meanings), provided, however, that capitalized terms defined in other Contract Documents, including but not limited to the Agreement, shall have the meanings specified in such document. For convenience, this Section 1.2.1 includes an index of capitalized terms used in the Agreement and these General Conditions of the Contract.

Affiliate means, (a) any person or entity which directly or indirectly through one or more intermediaries controls, or is controlled by, or is under common control with, Design-Builder or any of its members, partners or shareholders holding an interest in Design-Builder; and (b) any person or entity for which ten percent (10%) or more of the equity interest in such person or entity is held directly or indirectly, beneficially or of record by: (i) Design-Builder; (ii) any of Design-Builder's members, partners or shareholders that own ten percent (10%) or more of Design-Builder or Design-Builder's members, partners or shareholders; or (iii) any Affiliate of Design-Builder under clause (a) of this definition. For purposes of this definition the term "control" means the possession, directly or indirectly, of the power to cause the direction of the management of a person and/or entity, whether through voting securities, by contract, family relationship or otherwise.

Agreement refers to the document titled "Design-Build Agreement," signed by both Parties.

Agreement Date means the date set forth on the first page of the Agreement.

Allowance Payment Item means an item or portion of the Work which has not been defined sufficiently, or for which Owner has yet to make certain decisions necessary, to permit pricing by Design-Builder.

Allowance Payment Value means the estimated dollar amount included in the Schedule of Values or other budget document as a placeholder value for an Allowance Payment Item, pending acceptance by Owner of pricing offered by Design-Builder and other applicable terms.

Application for Payment means a request for payment in form acceptable to Owner that is submitted by Design-Builder to Owner on a monthly basis, or other periodic basis acceptable to Owner, and which includes, without limitation, all supporting documentation and information required by Owner or the Contract Documents.

Bankrupt Party has the meaning set forth in Section 11.5.1 below.

Baseline Schedule is the schedule that will be set forth as an exhibit to the Phase 2 Amendment and identified as the "Baseline Schedule."

Books and Records means all documents (whether paper, electronic, or other media) and electronically stored information, including, but not limited to, any and all books, correspondence, receipts, vouchers, estimates, records, contracts, cost data, schedules, subcontracts, schedules, job cost reports, and other data, including computations and projections, of Design-Builder related to bidding, negotiating, pricing, or performing the Work.

Builder's Risk Insurance means the policy of insurance required under Exhibit 14.1 (Insurance Requirements) of the Agreement identified as the Builder's Risk policy, which policy is intended to provide property insurance for the Work in progress and other coverages.

Certificate of Final Completion means a certification issued by Owner to Design-Builder, stating that Design-Builder, to the best of Owner's actual knowledge and belief, has achieved Final Completion, and confirming that date upon which such event occurred.

Certificate of Substantial Completion means a certification issued by Owner to Design-Builder, stating that Design-Builder, to the best of Owner's actual knowledge and belief, has achieved Substantial Completion, and confirming that date upon which such event occurred.

Change Order has the meaning set forth in Section 9.1.3 below.

Claim has the meaning set forth in Section 10.2 below.

Confidential Information has the meaning set forth in Section 13.1 below.

Contingency has the meaning set forth in Section 5.7.1 of the Agreement.

Contract Documents means those documents specifically referenced and listed in the Section 2.1 of the Agreement.

Contract Price has the meaning set forth in Section 4.1.1 of the Agreement.

Contract Times has the meaning set forth in Section 3.3.3 of the Agreement.

Cost of the Work has the meaning set forth in Section 6.1 of the Agreement.

Day or *day* mean calendar days, unless specifically stated otherwise.

DB-Related Entity means Design-Builder, Design Consultants and Subcontractors of any tier, and anyone for whose acts any of them may be legally or contractually responsible.

Delay Liquidated Damages has the meaning set forth in Section 3.4 of the Agreement.

Design-Builder is Snyder Langston.

Design-Builder's Fee has the meaning set forth in Section 4.3 of the Agreement.

Design-Builder's General Conditions has the meaning set forth in Section 6.2 of the Agreement.

Design-Builder's Project Manager means that person designated by Design-Builder under Section 2.1.1 below, who will be the principal representative of Design-Builder with respect to the performance of the Work.

Design-Builder's Proposal means the proposal submitted by Design-Builder in response to the RFQ/RFP and referenced in the Preamble.

Design-Builder Proposed Change Order or Design-Builder PCO means a proposed change order submitted to Owner from Design-Builder in accordance with Section 9.5 below.

Design-Builder's Representative means that person designated by Design-Builder under Section 2.1.1 below, who shall be the principal representative of Design-Builder with respect to contractual matters and shall have full authority to act on behalf of Design-Builder and make binding decisions on behalf of Design-Builder with respect to any matter arising out of or relating to the Contract Documents.

Design-Builder's Safety Representative means that person designated by Design-Builder under Section 2.8.1 below, whose principal duty shall be the prevention of accidents and the protection of all persons and property located on or adjacent to the Site. Design-Builder's Safety Representative shall take such action as appropriate to ensure the proper implementation of, and compliance with, safety policies, precautions, procedures and plans.

Designated Owner-Furnished Information means that information described in Section 1.5.2 of the Agreement.

Design Consultant is a qualified, licensed design professional, eligible to provide, among other things, professional engineering, architectural and/or land surveying services, who is not an employee of Design-Builder, but is retained by Design-Builder or another DB-Related Entity, to furnish design services required under the Contract Documents. For the avoidance of doubt, Lead Designer is a Design Consultant.

Differing Site Conditions has the meaning set forth in Section 4.3.1 below.

Directive Letter has the meaning set forth in Section 9.6.1 below.

Early Work Packages has the meaning set forth in Section 1.4 of the Agreement.

Electronic Data has the meaning set forth in Section 12.1.1 below.

Equipment and Materials shall mean all of the equipment, materials, machinery, apparatus, structures, supplies and other goods required by the terms of the Contract Documents to complete the Work and to be incorporated into the Project or provided to Owner. The term "Equipment and Materials" shall not be construed to include any

construction equipment, supplies, materials, apparatus or tools owned by Design-Builder or any other DB-Related Entity that are used to complete the Work but are not contemplated under the Contract Documents to become incorporated into the Project or to be provided to Owner.

Exhibits have the meaning set forth in Section 14.13 of the Agreement.

Excusable Delay has the meaning set forth in Section 8.4.1 below.

Final Application for Payment means the Application for Payment submitted by Design-Builder to Owner after Design-Builder has achieved Final Completion, requesting payment of the unpaid balance of the Contract Price (less any amounts properly withheld by Owner) plus any share of Savings earned by Design-Builder.

Final Completion means all Work, including that identified on the Punch List, is complete in accordance with the Contract Documents, and Design-Builder has satisfied all conditions for Final Completion set forth in the Contract Documents, including, without limitation, Section 8.3 below. Obligations which by their nature accrue or continue past Final Completion, such as warranty obligations, are not required to be complete in order to achieve Final Completion.

Final Completion Date means the date that Final Completion occurs, as confirmed by Owner and set forth in a Certificate of Final Completion.

Force Majeure Events are any events that are beyond the control of all DB-Related Entities and Owner, including the events of war, floods, labor disputes, earthquakes, pandemics, epidemics, unusually severe and abnormal weather conditions, wildfires, and other acts of God.

General Conditions of Contract refers to this document.

Geotechnical Baseline Report (GBR) is that document prepared by Design-Builder, approved by Owner and to be set forth as an exhibit to the Phase 2 Amendment.

Geotechnical Data Report (GDR) is that document prepared by Design-Builder, approved by Owner, and to be set forth as an exhibit to the Phase 2 Amendment.

Good Engineering and Construction Practices mean those methods, techniques, standards, and practices which, at the time they are to be employed and in light of the circumstances known or reasonably believed to exist at such time, are generally recognized and accepted as good engineering, equipping, installation, construction, commissioning, and testing practices for the design, construction, and improvement of capital projects in the water treatment industry similar to the Project in scope and complexity using the design-build delivery method, as followed in the locality of the Project.

Governmental Approval means any authorization, consent, approval, license, lease, ruling, permit, certification, exemption, or registration by or with any Governmental Unit.

Governmental Unit means any national, state or local government, any political subdivision thereof, or any governmental, quasi-governmental, judicial, public or statutory

instrumentality, administrative agency, authority, body or other person and/or entity having jurisdiction over the performance of the Work, the Project or the Parties.

Guaranteed Maximum Price (GMP) has the meaning set forth in Section 4.2 of the Agreement.

Hazardous Environmental Condition means the presence of Hazardous Materials in such quantities or circumstances that may be reasonably considered to present an imminent or substantial safety or health hazard for Owner, any DB-Related Entity, their respective employees, agents or representatives, the general public or the surrounding environment.

Hazardous Materials means any materials, waste, substances and chemicals deemed to be hazardous under applicable Legal Requirements.

Issued for Construction (IFC) Documents means those final, complete design documents that: (a) are to be used for performing the construction and in correlation with all applicable Governmental Approvals, (b) have been signed and sealed by a properly licensed Design Consultant; and (c) have been approved by Owner in accordance with Section 2.4 below.

Key Personnel means those individuals designated as such in Exhibit 14.3 ("Key Personnel and Organizational Chart") to the Agreement.

Labor and Material Payment Bond has the meaning set forth in Section 5.2.1 below.

Lead Designer means XXX.

Legal Requirements mean all applicable federal, state and local laws, codes, ordinances, rules, statutes, regulations, orders and decrees, and other requirements of any Governmental Unit, including, without limitation, any interpretation of such items by the applicable Governmental Unit.

Minor Change has the meaning set forth in Section 9.3.1 below.

Non-Reimbursable Costs has the meaning set forth in Section 6.3 of the Agreement.

Notice of Design-Builder Proposed Change Order (PCO) has the meaning set forth in Section 9.5.1 below.

Notice of Termination for Convenience means a written notice from Owner to Design-Builder that terminates the right of Design-Builder to perform all or a portion of the Work, specifying the date upon which such notice shall be deemed effective and any other applicable terms.

Open-Book Basis means allowing Owner to review all underlying assumptions, records, stand-alone Subcontractor quotes, and other data associated with each element of pricing, or any adjustment thereto, including assumptions as to Costs of the Work, schedule, composition of equipment, equipment rates, labor rates and burdens, production rates, estimating factors, contingency and indirect costs, risk pricing, inflation

and deflation rates, profit, home office overhead rates, fees, charges, levies, incentives, and other items reasonably required by Owner to satisfy itself as to the reasonableness and accuracy of the amounts proposed by Design-Builder.

Owner means the Orange County Mosquito and Vector Control District.

Owner-Furnished Information means that information described in Section 1.5.1 of the Agreement.

Owner Indemnitee means the Orange County Mosquito and Vector ControlDistrict, and Owner's Advisor, and with respect to each of the foregoing, each of its respective representatives, officers, employees, members or other constituent entities, subconsultants, authorized agents, and other duly authorized representatives.

Owner's Advisor means Griffin Structures and its subconsultants, or any other person or entity that is so designated by Owner.

Owner's Project Criteria mean Owner's programmatic requirements and objectives for the Project, and specific criteria and requirements, as set forth in Section 1.2.1 of the Agreement.

Party or Parties means, as applicable: (a) in the singular, Owner or Design-Builder; or (b) in the plural, Owner and Design-Builder.

Performance Bond has the meaning set forth in Section 5.2.1 below.

Phase 1 NTP means the Phase 1 Notice to Proceed described in Section 3.1.1 of the Agreement.

Phase 1 Services mean those services set forth in Section 1.2.1 of the Agreement.

Phase 1 Services Compensation has the meaning set forth in Section 4.1.1 of the Agreement.

Phase 1 Services Schedule means that schedule developed by Design-Builder and approved by Owner in accordance with Section 3.2.1 of the Agreement.

Phase 2 Amendment Date means the date designated as such in the Phase 2 Amendment.

Phase 2 NTP means the Phase 2 Notice to Proceed described in Section 3.1.2 of the Agreement.

Phase 2 Proposal means that proposal submitted by Design-Builder to Owner in accordance with Section 5.1 of the Agreement.

Phase 2 Proposal Acceptance Period means sixty (60) days from the date Owner receives the Phase 2 Proposal from Design-Builder.

Phase 2 Proposal Design Documents means those design documents identified in an exhibit to the Phase 2 Amendment.

Phase 2 Services mean those services set forth in Section 1.3 of the Agreement, including any work that is part of an Early Work Package.

Preamble means the introductory paragraphs of the Agreement that identifies, among other things, the Agreement Date, Parties and certain background information relative to the Project.

Pre-Existing Intellectual Property has the meaning set forth in Section 9.3 of the Agreement.

Project means the design, phasing and renovation of the Owner campus buildings, parking and operations.

Punch List means that list of Work that has been identified as incomplete by the Parties as of the Substantial Completion Date and compiled as set forth under Section 8.2.1 below.

RFQ/RFP means Owner's combined Request for Qualifications and Request for Proposals for the Project.

SOQ means Statement of Qualifications.

Savings has the meaning set forth in Section 4.8.1 of the Agreement.

Scheduled Final Completion Date means the date that is set forth in Section 3.3.2 of the Agreement.

Schedule of Values means the tabulation or breakdown of the entire GMP set forth in an exhibit to the Phase 2 Amendment, allocating such GMP to various portions of the Work and other line-items, prepared by Design-Builder in such form and detail, and supported by such data to substantiate its accuracy, as Owner may require.

Scheduled Substantial Completion Date means the date that is set forth in Section 3.3.1 of the Agreement.

Self-Perform Work means Work performed by employees of Design-Builder or any of its Affiliates.

Site is the parcels of land or premises on which the Project is located, as more specifically described in Owner's Project Criteria.

Startup, Commissioning, and Testing Plan means the testing protocols, procedures and processes, approved by Owner, for conducting commissioning, startup and testing activities in order to achieve Substantial Completion in accordance with the Contract Documents.

State means the State of California.

Subcontract means any contract entered into by Design-Builder and any other DB-Related Entity in connection with the carrying out a portion of the Work.

Subcontractor means any person or entity (other than Design Consultants) with whom Design-Builder has entered into any Subcontract for such person or entity to perform any portion of the Work, including Suppliers.

Sub-Subcontractor means any person or entity having a direct contract with a Subcontractor.

Substantial Completion means that (a) the Work is sufficiently complete in accordance with the Contract Documents so that Owner can beneficially use and occupy the Project for its intended purposes and with functionality intended, and (b) Design-Builder has satisfied or fulfilled all other requirements set forth in Section 8.2.3 below. Unless otherwise expressly stated, any reference to Substantial Completion applies to the entire Work as a whole, and not to only a portion of the Work.

Substantial Completion Date means the date on which Substantial Completion occurs, as confirmed by Owner and set forth in a Certificate of Substantial Completion.

Supplier means any person or entity retained by a DB-Related Entity to provide Equipment and Materials, or construction equipment, supplies or other goods to be used in the performance of the Work but not incorporated into the Work.

Time Impact Analysis (TIA) has the meaning set forth in Section 8.5.2 below.

Work means all work, services, activities and other obligations to be performed by Design-Builder under the Contract Documents, including without limitation, design, engineering, permitting, procurement of Equipment and Materials, project management, supervision, construction, commissioning, start-up, testing and all other services and deliverables reasonably inferable from the Contract Documents as required for the proper and safe operation of the Project with the operating characteristics set forth in the Contract Documents and to otherwise achieve Final Completion.

Work Change Directive has the meaning set forth in Section 9.2.1 below.

Work Product means all drawings, specifications, calculations, data, models, images, materials, products, documents, and work developed or produced by or on behalf of Design-Builder in connection with the Project, including, without limitation all materials, products, and such items developed or produced by all Design Consultants and Subcontractors of any tier, in all forms, whether in hard-copy, digital or electronic data, or any other medium.

Article 2
Design-Builder's Services and Responsibilities

2.1 General Services.

2.1.1 Design-Builder shall designate a member of its Key Personnel as its Project manager ("Design-Builder's Project Manager"), who shall be reasonably available to Owner and shall have the necessary expertise and experience required to supervise the Work. Design-Builder's Project Manager will be present at the Site at all appropriate times. Design-Builder will have a representative at the Site authorized to act on its behalf when Design-Builder's Project Manager is not present. Design-Builder shall also designate a qualified member of its Key Personnel as its Project representative ("Design-Builder's

Representative"), who shall communicate regularly with Owner and shall be vested with the authority to act on behalf of Design-Builder. Neither Design-Builder's Project Manager or Design-Builder's Representative may be replaced without prior written approval of Owner, with such approval not to be unreasonably withheld.

2.1.2 Design-Builder shall perform the Phase 1 Services in accordance with the Phase 1 Services Schedule, updated as required by Section 3.2.2 of the Agreement. Upon the Phase 2 Amendment Date, Design-Builder shall perform the Work in accordance with the Baseline Schedule. The Baseline Schedule, among other things, shall identify certain events that are critical to the orderly progress and timely completion of the Work and the dates by which such events are required to occur. The Baseline Schedule shall be in a critical path method format, and shall include all information, data, and detail required by the Contract Documents or Owner. Design-Builder shall provide Owner with monthly updates, or more frequently as required by conditions and progress of the Work, comparing actual progress to the Baseline Schedule, but such updates shall not be deemed to modify the Baseline Schedule or Contract Times, nor relieve Design-Builder of its obligations to complete the Work within the Contract Times, as may be adjusted in accordance with the Contract Documents. Owner's review and approval of the Baseline Schedule, in conjunction with its execution of the Phase 2 Amendment, and monthly schedule updates shall not be construed as relieving Design-Builder of its complete and exclusive control over the means, methods, sequences and techniques for executing the Work.

2.1.3 Design-Builder shall provide management, supervision and professional staff for the Work in accordance with Exhibit 14.3 (Key Personnel and Organizational Chart) to the Agreement, and as modified and amended by the Phase 2 Amendment. Design-Builder acknowledges the importance of its Key Personnel in successfully performing the Project. Absent separation of employment, none of the Key Personnel may be withdrawn from the Project without prior written approval of Owner, with it being understood and agreed that Design-Builder will provide Owner with at least thirty (30) days written notice of any request to withdraw any Key Personnel. Any replacement personnel shall have equivalent skill, experience and reputation. Design-Builder shall remove or replace, or have removed or replaced, any personnel performing the Work if Owner has a reasonable objection to such individual.

2.1.4 Design-Builder shall participate in monthly progress meetings with Owner. During such meetings, progress during the prior month shall be reviewed. These meetings shall be attended by, among other: (a) Design-Builder's Project Manager and other required Design-Builder personnel, as well as key Subcontractors and Design Consultants responsible for Work completed during the specified duration and Work scheduled during the upcoming reporting duration; and (b) Owner representatives and others as designated by Owner. Owner may direct that personnel from Design-Builder and any other DB-Related Entities attend any or all meetings if Owner believes, in its sole opinion, that such personnel are necessary to have at such meetings.

2.1.5 No DB-Related Entity is intended to be, nor shall any DB-Related Entity be deemed to be, a third-party beneficiary of the Agreement, *provided, however*, that this shall not be construed as affecting the rights of any DB-Related Entity to seek recovery under Builder's Risk Insurance as set forth in Exhibit 14.1 ("Insurance Requirements") to the Agreement. Owner is intended to be and shall be deemed a third-party beneficiary of the performance of all those DB-Related Entities having a direct contract with Design-Builder, including but not limited to Owner's rights under Section 11.4 of the Agreement.

2.1.6 Design-Builder assumes responsibility to Owner for the proper performance of the Work of all DB-Related Entities and any acts and omissions in connection with such performance.

2.1.7 Design-Builder shall pay all royalties and license fees in connection with the Work.

2.2 Design Professional Services.

2.2.1 Design-Builder shall, consistent with applicable state licensing laws, provide or furnish through Design Consultants or qualified, licensed design professionals employed by Design-Builder, the necessary design services, including architectural, engineering and other design professional services, for the preparation of the required drawings, specifications and other design submittals to permit Design-Builder to complete the Work consistent with the Contract Documents.

2.2.2 Design-Builder shall: (a) incorporate all applicable obligations and understandings of the Contract Documents applicable to design services in its respective contracts with any Design Consultant and Subcontractors; and (b) require that its Design Consultants and Subcontractors flow such obligations down to lower-tiered Design Consultants and Sub-Subcontractors, including but not limited to the obligations relative to ownership and use of the Work Product set forth in the Agreement.

2.3 Standard of Care.

2.3.1 Design-Builder shall perform the Work in accordance with: (a) the Contract Documents; (b) applicable Legal Requirements and Governmental Approvals; and (c) Good Engineering and Construction Practice. Notwithstanding the above, if any of (a), (b) or (c) in the preceding sentence conflict, Design-Builder shall be obligated to perform the Work in accordance with the more stringent standard.

2.4 Design Development Services.

2.4.1 Design-Builder shall provide the design services included in the Phase 1 Services in accordance with the requirements set forth in Exhibit 1.2.1(a) ("Scope of Phase 1 Services") of the Agreement.

2.4.2 Design-Builder and Owner shall, consistent with any applicable provision of the Contract Documents, agree upon any interim design submissions that Owner may wish to review, which interim design submissions may include design criteria, drawings, diagrams and specifications setting forth the Project requirements. Interim design submissions shall be consistent with previously approved interim design submissions, as may have been revised in accordance with the design process set forth in this Section 2.4. On or about the time of the scheduled submissions, Design-Builder and Owner shall meet and confer about the submissions, with Design-Builder identifying during such meetings, among other things, the evolution of the design and any changes that are inconsistent with any previously approved interim design submission, including, without limitation, the Phase 2 Proposal Design Documents. Minutes of the meetings, including a full listing of all changes, will be maintained by Design-Builder and provided to all attendees for review. Changes to previously approved design submissions, including changes to the Phase 2 Proposal Design Documents and Minor Changes, shall be processed in accordance with Article 9. Following the design review meetings, Owner shall review and approve the interim design submissions and meeting minutes within twenty-one (21) days after receipt of the required submissions, with the understanding that the Parties may agree to a

reduction in such 21-day period for time-sensitive critical path submittals. Design-Builder shall promptly revise and modify all such submittals so as to fully reflect all comments and shall deliver to Owner revised submittals for review and approval.

2.4.3 Design-Builder shall submit to Owner the IFC Documents, including drawings and specifications, which shall set forth and describe in detail the requirements for construction of the Work. The IFC Documents shall be consistent with the latest set of approved interim design submissions, as such submissions may have been modified in a design review meeting and recorded in the meetings minutes. The Parties shall have a design review meeting to discuss, and Owner shall review and approve, the IFC Documents in accordance with the procedures set forth in Section 2.4.2 above. Design-Builder shall proceed with construction in accordance with the approved IFC Documents and shall submit one reproducible set of approved IFC Documents to Owner prior to commencement of construction.

2.4.4 Notwithstanding anything to the contrary in the Contract Documents: (a) Design-Builder assumes and shall have exclusive responsibility for the accuracy and efficacy of the IFC Documents; and (b) Owner's review and/or approval of the Basis of Design Documents, Phase 2 Proposal Design Documents, IFC Documents, or any interim design submissions or meeting minutes, shall not be deemed to transfer any design liability from Design-Builder to Owner or relieve Design-Builder of any of its obligations under the Contract Documents or liability for any design services that were performed under the Agreement or are part of the Work. Accordingly, in no event shall Design-Builder be entitled to any price, schedule or performance relief associated with any error, omission or deficiency in the IFC Documents, and shall bear full responsibility for the consequences of such errors, omissions or deficiencies.

2.4.5 To the extent not prohibited by the Contract Documents or Legal Requirements, Design-Builder may prepare interim design submissions and IFC Documents for a portion of the Work to permit construction to proceed on that portion of the Work prior to completion of the IFC Documents for the entire Work.

2.5 Legal Requirements.

2.5.1 Design-Builder shall perform the Work in accordance with all Legal Requirements and shall provide all notices applicable to the Work as required by the Legal Requirements.

2.5.2 Design-Builder will be entitled to an adjustment in the Phase 1 Services Compensation, GMP and/or Contract Times to the extent the Cost of the Work incurred by Design-Builder and/or its time of performance are adversely impacted by any changes in the Legal Requirements enacted after the Agreement Date, provided Design-Builder satisfies the requirements of Articles 8 and 9 below. Such impacts may include, without limitation, revisions Design-Builder is required to make to the IFC Documents because of such changes in Legal Requirements. Notwithstanding the above, the relief accorded by this Section 2.5.2 shall not apply to changes in Legal Requirements relating to: (a) Design-Builder's or any other DB-Related Entity's corporate existence or the maintenance of its business; (b) changes in Legal Requirements affecting payroll taxes or other taxes associated with labor; or (c) changes in Legal Requirements affecting taxes imposed on an entity's gross revenue, income or profits. Design Builder is entitled to such an adjustment resulting from changes in governmentally imposed import tariffs in an amount equal to the actual difference in cost to Design-Builder as a direct and proportional result of any such tariff from the date of bid award to the date of acquisition of the product as

long as such product was sought to be acquired within a commercially reasonable period of time.

2.6 Government Approvals.

2.6.1 The Parties will, during Design-Builder's performance of the Phase 1 Services, develop a coordinated plan and responsibility matrix for interfacing with Governmental Units and obtaining Governmental Approvals. This plan shall include an agreement by the Parties as to the reasonable date that such Governmental Approvals will be obtained, which agreement shall be reflected in the Phase 2 Amendment.

2.6.2 Except for those Governmental Approvals specifically identified in Section 3.5 below as being the responsibility of Owner, Design-Builder shall be responsible for obtaining, maintaining and paying for all Governmental Approvals that may be required for the proper prosecution and execution of the Work, including but not limited to those Governmental Approvals identified in the Phase 2 Amendment as being the responsibility of Design-Builder. If any such Governmental Approval is required to be formally issued in the name of Owner, Design-Builder shall undertake all efforts to obtain such Governmental Approvals with Owner's reasonable support and cooperation. Design-Builder shall develop all data and technical documents for Governmental Approval submittals, prepare and submit all applications, participate in meetings with Governmental Units and Owner as required, and expedite all Governmental Approvals to meet Project schedule requirements.

2.6.3 Governmental Approval applications and other documentation required in connection with a Governmental Approval shall be subject to approval by Owner. Design-Builder shall deliver to Owner, promptly after Design-Builder's receipt, a copy of each such Governmental Approval, with a listing of the status of all such Governmental Approvals included in the monthly reports required by the Contract Documents.

2.6.4 Design-Builder shall provide all commercially reasonable assistance to Owner to obtain those Governmental Approvals that are the responsibility of Owner under Section 3.5 below.

2.6.5 No construction activity will commence until: (a) all Governmental Approvals required for the relevant construction activity (including any activity that may disturb the Site) have been obtained; (b) Owner has been notified that such Governmental Approvals have been obtained; and (c) Owner has, after reviewing the validity and scope of the Governmental Approval within the time periods set forth in Section 3.1.2 below, authorized Design-Builder to proceed.

2.6.6 Design-Builder shall ensure that the Work conforms to the requirements and stipulations of all Governmental Approvals. Design-Builder shall not be entitled to an adjustment in the GMP and/or Contract Times for any events arising from or related to Design-Builder or any other DB-Related Entity violating or failing to comply with any Governmental Approval, including but not limited to suspensions arising therefrom. Such violations and failures to comply shall be at the sole risk of Design-Builder, and shall not be a basis for granting an adjustment in the GMP and/or Contract Times.

2.7 Design-Builder's Construction Phase Services.

2.7.1 Unless otherwise provided in the Contract Documents to be the responsibility of Owner or a Separate Contractor, Design-Builder shall provide through itself or

Subcontractors the necessary supervision, labor, inspection, commissioning, start-up, testing, Equipment and Materials, construction equipment, supplies, temporary utilities and other temporary facilities and other related services to permit Design-Builder to achieve Substantial Completion and Final Completion of the Project consistent with the Contract Documents. Design-Builder retains all market risk, whether or not foreseeable, pertaining to cost and availability of labor, Equipment and Materials, and all other items required or used in connection with the performance of the Work.

2.7.2 Design-Builder shall perform all construction activities efficiently and with the requisite expertise, skill and competence to satisfy the requirements of the Contract Documents. Design-Builder shall at all times exercise complete and exclusive control over the means, methods, sequences and techniques of construction.

2.7.3 Design-Builder shall employ only Subcontractors who are duly licensed and qualified to perform the Work consistent with the Contract Documents. Design-Builder shall coordinate the activities of all Subcontractors.

2.7.4 If any Separate Contractor performs work on, adjacent, or in proximity to the Project or the Site, or has any element of work that interfaces or affects the Work, Design-Builder agrees to reasonably cooperate and coordinate its activities with those of such Separate Contractors so that the Project can be completed in an orderly and coordinated manner without unreasonable disruption. Design-Builder specifically agrees to attend and participate in any coordination meetings that are held by Owner to manage and coordinate the work of Design-Builder and Separate Contractors.

2.7.5 Design-Builder shall keep the Site reasonably free from debris, trash and construction wastes to permit Design-Builder to perform its construction services efficiently, safely and without interfering with the use of adjacent land areas. Upon Substantial Completion of the Work, Design-Builder shall remove all debris, trash, construction wastes, materials, equipment, machinery and tools arising from the Work. It shall also be Design-Builder's duty to dust-palliate all working areas and access routes, if applicable. All operations shall be conducted by Design-Builder so that no fire hazards are created.

2.7.6 Except as may be explicitly set forth in the Phase 2 Amendment, Design-Builder shall have care, custody, and control of the Project (including but not limited to having responsibility for the security of the Site and risk of loss), until the Substantial Completion Date.

2.7.7 Design-Builder shall be responsible for performing and paying for all utility relocations necessary or convenient to its performance of the Work. For all such relocations, Design-Builder will meet all requirements, procedures and standards set forth in the Contract Documents and/or required by the applicable utility.

2.7.8 Design-Builder shall be responsible for making arrangements to obtain, provide and pay for all temporary and permanent utilities, including but not limited to gas and electric, associated with the Work, except for those utilities specifically identified in the Contract Documents as being provided by Owner and furnished without cost to Design-Builder.

2.7.9 During any adverse weather (including but not limited to unusually severe and abnormal weather conditions as set referenced in Section 8.4.3 below), Design-Builder shall take reasonable precautions to protect the Work

2.7.10 Pursuant to Labor Code Section 6705, Design-Builder shall submit, in advance of excavation, a detailed plan showing the design of shoring, bracing, sloping, or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. Full compensation for sheeting, shoring, bracing, sloping, and all other provisions required for worker protection shall be deemed to be included in the GMP.

2.7.11 For a project involving the use of in-use off-road diesel-fueled vehicles, as defined by 13 CCR 2449, Design-Builder shall obtain copies of the valid Certificates of Reported Compliance, as described in 13 CCR 2449(n), for the fleet performing services pursuant to this Agreement and all listed subcontractors, if applicable, prior to commencing any work pursuant to this Agreement or any renewed contract with that fleet. Design-Builder shall indemnify, defend and hold harmless the Owner, its officers, agents, employees and directors from any liability imposed arising from Design-Builder's violation of any regulation set forth in 13 CCR 2449.

2.7.12 Design-Builder shall at all times ensure that the Work is conducted in a manner that does not interfere with ongoing operations at the Site not immediately under any Phase 2 Work. Design-Builder and each of its subcontractors shall cooperate with Owner to ensure security, access, parking, utilities and other operation needs of Owner are not interrupted during Owner's hours of operation.

2.8 Design-Builder's Responsibility for Project Safety.

2.8.1 Design-Builder recognizes the importance of performing the Work in a safe manner so as to prevent damage, injury or loss to: (a) all individuals at the Site, whether working or visiting; (b) the Work, including Equipment and Materials incorporated into the Work or stored on-Site or off-Site; and (c) all other property at the Site or adjacent thereto. Design-Builder assumes responsibility for implementing and monitoring all safety precautions and programs related to the performance of the Work. Design-Builder shall, prior to commencing construction, designate a member of its Key Personnel with the necessary qualifications and experience to supervise the implementation and monitoring of all safety precautions and programs related to the Work ("Design-Builder's Safety Representative"). Unless otherwise required by the Contract Documents, Design-Builder's Safety Representative shall be an individual stationed at the Site who may have responsibilities on the Project in addition to safety. Design-Builder's Safety Representative shall make routine daily inspections of the Site and shall hold weekly safety meetings with Design-Builder's personnel, Subcontractors of any tier, and others as applicable.

2.8.2 Design-Builder and Subcontractors shall comply with all Legal Requirements relating to safety, as well as any Owner-specific safety requirements set forth in the Contract Documents, provided that such Owner-specific requirements do not violate any applicable Legal Requirement. Design-Builder will immediately report in writing any safety-related injury, loss, damage or accident arising from the Work to Owner's Representative and, to the extent mandated by Legal Requirements, to all Governmental Units having jurisdiction over safety-related matters involving the Project or the Work.

2.8.3 Design-Builder's responsibility for safety under this Section 2.8 is not intended in any way to relieve Subcontractors of any tier of their own contractual and legal obligations and responsibility for: (a) complying with all Legal Requirements, including those related to health and safety matters; and (b) taking all necessary measures to implement and

monitor all safety precautions and programs to guard against injuries, losses, damages or accidents resulting from their performance of the Work.

2.9 Design-Builder's Warranty.

2.9.1 Design-Builder warrants to Owner that the construction, including all Equipment and Materials, shall be new unless otherwise specified in the Contract Documents, of good quality, in conformance with the Contract Documents and free of defects in materials and workmanship. Design-Builder's warranty obligation excludes defects caused by abuse, alterations, or failure to maintain the Work in a commercially reasonable manner. Nothing in this warranty is intended to limit any Supplier warranty which provides Owner with greater warranty rights than set forth in this Section 2.9.1 or any Contract Document. Design-Builder will provide Owner with all Supplier warranties upon Substantial Completion and will perform the Work so as to maintain and preserve such Supplier warranties.

2.10 Correction of Defective Work.

2.10.1 Design-Builder agrees to correct any Work that is found to not be in conformance with the Contract Documents, including that part of the Work subject to Section 2.9 above, within a period of one year from the Substantial Completion Date, or within such longer period to the extent required by any specific warranty included in the Contract Documents.

2.10.2 Design-Builder shall, within seven (7) days of receipt of written notice from Owner that the Work is not in conformance with the Contract Documents, take meaningful steps to commence correction of such nonconforming Work, including the correction, removal or replacement of the nonconforming Work and any damage caused to other parts of the Work affected by the nonconforming Work. If Design-Builder fails to commence the necessary steps within such seven (7) day period, Owner, in addition to any other remedies provided under the Contract Documents, may provide Design-Builder with written notice that Owner will commence correction of such nonconforming Work with its own forces. If Owner does perform such corrective Work, Design-Builder shall be responsible for all reasonable costs incurred by Owner in performing such correction. If the nonconforming Work creates an emergency requiring an immediate response, the seven (7) day period identified herein shall be deemed inapplicable. Design-Builder shall perform or cause to be performed all corrective work in a manner that will minimize interference with the ongoing operations of the Project.

2.10.3 Owner may, based on good cause, direct Design-Builder to perform a "root cause" analysis of any alleged defect in the Work. If Design-Builder fails to perform such analysis as directed by Owner, or if Owner concludes that the "root cause" analysis is flawed, Owner may elect to conduct an independent analysis of the alleged defect, whereupon Design-Builder shall cooperate with Owner and provide such information relevant to the alleged defect as Owner may request. If the "root cause" or independent analysis reveals a defect or defects in any part of the Work, Design-Builder shall be responsible for the costs and expenses of remedying such defects, including the costs of the "root cause" or independent analysis. If the "root cause" or independent analysis demonstrates that there is no defect, then Owner shall bear the reasonable costs and expenses of such analyses. All remedial measures related to defects revealed by any "root cause" or independent analysis must be approved by Owner prior to implementation by Design-Builder.

2.10.4 The one-year period referenced in Section 2.10.1 above applies only to Design-Builder's obligation to correct nonconforming Work and is not intended to constitute a period of limitations for any other rights or remedies Owner may have regarding Design-Builder's other obligations under the Contract Documents, at law, or in equity.

2.11 Uncovering Work.

2.11.1 If any Work is covered contrary to the written request of Owner, then Design-Builder shall, if requested by Owner, uncover such Work for Owner's observation, and then replace the covering, all at Design-Builder's expense.

2.11.2 If Owner considers it necessary or advisable that covered Work be observed by Owner, or inspected or tested by others, then Owner will so advise Design-Builder and Design-Builder shall uncover, expose, or otherwise make available for observation, inspection, or testing as Owner may require, that portion of the Work in question. If it is found that the uncovered Work is defective, Design-Builder shall be responsible for the costs and expenses relating to such uncovering and correction of the defective Work. If it found that the uncovered Work is not defective, Design-Builder will be entitled to an adjustment in the GMP and/or Contract Times for the impact of such uncovering, provided Design-Builder satisfies the requirements of Articles 8 and 9 below.

2.12 Punch List Requirements.

2.12.1 Design-Builder shall submit a proposed Punch List in accordance with Section 8.2.1 below when it believes that it has achieved Substantial Completion. Design-Builder shall promptly complete all items on the Punch List. Owner shall have the option to correct or otherwise resolve any and all Punch List items not promptly completed by Design-Builder, within a commercially reasonable time, by using its own forces or by hiring others. The cost of such correction or resolution of remaining punch list items by Owner or others shall be borne by Design-Builder.

2.13 Training Plan.

2.13.1 Design-Builder shall prepare and submit to Owner a plan for training of Owner's supervision, operations and maintenance employees in accordance with the Contract Documents. Owner approval of the training plan is a condition precedent to certain performance testing required for the achievement of Substantial Completion, which approval will not be unreasonably withheld. Consequently, Design-Builder shall complete training of designated Owner employees in accordance with the approved training plan prior to commencement of performance testing in order to enable such Owner employees to assume operation and maintenance responsibility for the Project upon the Substantial Completion Date.

2.14 Startup, Commissioning, and Testing.

2.14.1 Design-Builder shall prepare and submit to Owner for its review and approval a detailed Startup, Commissioning, and Testing Plan in accordance with the Contract Documents. Owner's approval of the Startup, Commissioning, and Testing Plan is a condition precedent to commencement of performance testing required for the achievement of Substantial Completion. Design-Builder shall remain responsible for supervision of the Work, including for any operation and maintenance required of the

Equipment and Materials, throughout startup, commissioning, and conducting all testing until the Substantial Completion Date.

2.14.2 Design-Builder will participate in such meetings as are required to develop a coordinated plan for startup, commissioning, testing and confirming Substantial Completion.

2.15 Extended Technical Support Services

2.15.1 Following the Substantial Completion Date, Design-Builder may be required to provide extended technical support services, which generally consist of monitoring and advising on Owner's operations and maintenance of the Project, assisting Owner in training its staff, and other technical services that Owner may require. During the Phase 1 Services, Owner and Design-Builder will discuss and agree upon the precise scope and duration of such support services, and commercial terms associated with such services.

2.15.2 For the avoidance of doubt, the Work to be completed as of Final Completion will not include any extended technical support services.

Article 3
Owner's Services and Responsibilities

3.1 Duty to Cooperate.

3.1.1 Owner shall, throughout the performance of the Work, cooperate with Design-Builder and perform its responsibilities, obligations and services in a timely manner to facilitate Design-Builder's timely and efficient performance of the Work and so as not to delay or interfere with Design-Builder's performance of its obligations under the Contract Documents.

3.1.2 Owner shall provide timely reviews and approvals (where required) of interim design submissions, the IFC Documents consistent with the turnaround times set forth in the Contract Documents, Phase 1 Services Schedule, and the Baseline Schedule, *provided, however*, that, unless stated otherwise in the Contract Documents, Owner shall have twenty-one (21) days after receipt of such submissions to act upon such submissions, unless: (a) a shorter review period is specifically stated in the Contract Documents; or (b) Design-Builder and Owner mutually agree upon a shorter review period for a specific submission. Design-Builder may, for more complex or time-sensitive submittals, request joint review meetings with Owner in the interest of expediting such reviews, and Owner will, to the extent it is reasonably able to do so, attempt to satisfy such requests. Owner approval, or narrative indicating approval by Owner or indication that Owner is approving, means that Owner is reviewing for conformance with the Contract Documents and indicating its belief at a specific time that submittals being reviewed are in conformance. In providing such approval, Owner is not accepting any responsibility or liability for itself or relieving responsibility for performance of the Design-Builder under the Contract Documents, for which the Design-Builder remains wholly responsible.

3.1.3 Owner shall give Design-Builder timely notice of any Work that Owner notices to be defective or not in compliance with the Contract Documents.

3.2 Furnishing of Services and Information.

3.2.1 Owner shall provide to Design-Builder, at its own cost and expense, Owner-Furnished Information and Designated Owner-Furnished Information.

3.2.2 Owner is responsible for securing and executing all necessary agreements with adjacent land or property owners that are necessary to enable Design-Builder to perform the Work; *provided, however*, that: (a) Design-Builder provides Owner with reasonable advance written notice of the need for such agreement; and (b) Design-Builder retains all responsibility to obtain any such agreement to the extent pertaining to construction means, methods, techniques, sequences and procedures. Owner is further responsible for all costs, including attorneys' fees, incurred in securing those necessary agreements for which it is responsible under this Section 3.2.2.

3.3 Financial Information.

3.3.1 At Design-Builder's request, Owner shall promptly furnish reasonable evidence to Design-Builder that Owner has adequate funds available and committed to fulfill all of Owner's contractual obligations under the Contract Documents. If Owner fails to furnish such financial information in a timely manner, Design-Builder may stop Work under Section 11.3 below or exercise any other right permitted under the Contract Documents.

3.4 Owner's Representative.

3.4.1 Owner shall designate a representative responsible for providing Owner-Furnished Information, Designated Owner-Furnished Information, and approvals in a timely manner to permit Design-Builder to fulfill its obligations under the Contract Documents ("Owner's Representative"). Owner's Representative shall also provide Design-Builder with prompt notice if it observes any failure on the part of Design-Builder to fulfill its contractual obligations, including any errors, omissions or defects in the performance of the Work. Owner's Representative shall communicate regularly with Design-Builder and shall be vested with the authority to act on behalf of Owner.

3.4.2 Owner's Representative shall have full authority to act on behalf of Owner with respect to matters requiring Owner's approval or authorization. Owner's Representative may delegate all or a portion of its authority to others by written notice to Design-Builder, which delegated authority may be revoked or modified at any time by written notice to Design-Builder.

3.5 Government Approvals.

3.5.1 Owner shall obtain and pay for only the Governmental Approvals expressly set forth in the Phase 2 Amendment as being the sole responsibility of Owner.

3.5.2 Owner shall provide reasonable assistance to Design-Builder in obtaining those Governmental Approvals that are Design-Builder's responsibility.

3.6 Separate Contractors.

3.6.1 Owner is responsible for all work performed on the Project or at the Site by Separate Contractors with whom Owner has contracted. Owner shall contractually require its Separate Contractors to cooperate with Design-Builder, and coordinate their activities so as not to interfere with Design-Builder, in order to enable Design-Builder to timely

complete the Work consistent with the Contract Documents. Owner shall also contractually require its Separate Contractors to attend and participate in any coordination meetings that are held by Owner to manage and coordinate the work of Design-Builder and Separate Contractors.

Article 4
Hazardous Environmental Conditions and Differing Site Conditions

4.1 Hazardous Environmental Conditions.

4.1.1 Where Owner has advised Design-Builder of known Hazardous Materials or Hazardous Environmental Conditions at the Site, or where Design-Builder has identified Hazardous Materials or Hazardous Environmental Conditions at the Site during its performance of the Phase 1 Services, these Hazardous Materials and Hazardous Environmental Conditions are part of the Work and Design-Builder shall take such action as is necessary, in accordance with applicable Legal Requirements, to plan for and to remediate and render harmless all such Hazardous Materials and Hazardous Environmental Conditions. Remediation plans for such known Hazardous Materials and Hazardous Environmental Conditions shall be provided to Owner for approval prior to undertaking the remediation.

4.1.2 If Design-Builder encounters any unknown Hazardous Environmental Conditions at the Site, it shall stop Work immediately in the affected part of the Work to the extent required to avoid any such safety or health hazard until it has taken such action as is necessary, in accordance with Public Contract Code Section 7104, to protect the interests of any affected party. Design-Builder shall, immediately upon encountering any Hazardous Environmental Conditions at the Site, notify Owner and, if required by Legal Requirements, assist Owner in providing notifications to all Governmental Units having jurisdiction over the Project or Site.

4.1.3 Design-Builder, in consultation with Owner, shall take all necessary measures required to ensure that Hazardous Environmental Conditions are remediated or rendered harmless in accordance with applicable Legal Requirements. Design-Builder shall, as may be directed by Owner and prior to proceeding with any such work: (a) obtain all environmental site assessments of the affected property and submit copies of such assessments to Owner for its approval; (b) develop remediation plans for the Hazardous Environmental Conditions, subject to Owner's approval; and (c) obtain on Owner's behalf all applicable Governmental Approvals to implement such plans. During the period of any investigation and remediation efforts, Design-Builder shall take all necessary measures to isolate and contain such Hazardous Environmental Conditions from the unaffected parts of the Work, and shall continue the Work to the maximum extent possible on unaffected parts of the Work.

4.1.4 Except for those Hazardous Materials and Hazardous Environmental Conditions set forth in Section 4.1.6 below, Design-Builder will be entitled to an adjustment in the GMP and/or Contract Times to the extent Design-Builder's cost and/or time of performance have been adversely impacted by the presence of unknown Hazardous Environmental Conditions, provided Design-Builder satisfies the requirements of Articles 8 and 9 below.

4.1.5 To the fullest extent permitted by Legal Requirements, Owner shall indemnify and hold harmless Design-Builder from and against any and all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting

from unknown Hazardous Environmental Conditions. Nothing in this Section 4.1.5 shall obligate Owner to indemnify or hold harmless Design-Builder from and against the consequences of the breach of contract, negligence, gross negligence, or willful misconduct of Design-Builder or any other DB-Related Entity.

4.1.6 Notwithstanding anything to the contrary in this Section 4.1, Design-Builder shall bear full responsibility for the handling, treatment, storage, removal, remediation, avoidance, or other appropriate action (if any), with respect to: (a) any Hazardous Material or Hazardous Environmental Condition present at, on, in or under, or migrating and/or emanating to or from the Site, to the extent brought or caused to be brought on the Site by any act or omission of Design-Builder or any other DB-Related Entity; (b) Hazardous Materials or Hazardous Environmental Conditions that are part of the Work pursuant to Section 4.1.1 above; and (c) the creation or exacerbation of any known or unknown Hazardous Environmental Condition due to the breach of contract, negligence, gross negligence, or willful misconduct of Design-Builder or any other DB-Related Entity. To the fullest extent permitted by Legal Requirements, Design-Builder shall indemnify, defend and hold harmless each Owner Indemnitee from and against all claims, losses, damages, liabilities and expenses, including attorneys' fees and expenses, arising out of or resulting from Items (a), (b) and/or (c) above.

4.1.7 Nothing contained in this Section 4.1 is intended to identify Design-Builder as the generator of any pre-existing Hazardous Materials or Hazardous Environmental Condition.

4.2 Inspection of Site Conditions.

4.2.1 Design-Builder represents and warrants that it has, as of the Phase 2 Amendment Date, ascertained the nature and location of the Work, the character and accessibility of the Site, the existence of obstacles to construction which are ascertainable or visible upon a thorough investigation of the Site, the availability of facilities and utilities, the location and character of existing or adjacent work or structures, the surface conditions, and other general and local conditions (including labor) which might affect its performance or cost of the Work.

4.2.2 If Design-Builder undertakes any additional testing, inspections or investigations, all reports or analyses generated thereby shall be furnished to Owner promptly after such reports or analyses are generated.

4.3 Differing Site Conditions.

4.3.1 Concealed or latent physical conditions or subsurface conditions at the Site that: (a) materially differ from the conditions indicated in the Contract Documents; or (b) are of an unusual nature, differing materially from the conditions ordinarily encountered and generally recognized as inherent in the Work, are collectively referred to herein as "Differing Site Conditions." If Design-Builder encounters a Differing Site Condition, Design-Builder will be entitled to an adjustment in the GMP and/or Contract Times to the extent the Cost of the Work incurred by Design-Builder and/or time of performance are adversely impacted by the Differing Site Condition, provided Design-Builder satisfies the requirements of Articles 8 and 9 below. The term "Differing Site Conditions" excludes: (a) conditions of which Design-Builder had actual or constructive knowledge as of the Phase 2 Amendment Date; and (b) conditions that should have been discovered through a reasonable Site investigation performed during the Phase 1 Services and under Section 4.2.1 above. For the avoidance of doubt, Hazardous Environmental Conditions are not

deemed Differing Site Conditions, and shall be treated as set forth under Section 4.1 above.

4.3.2 Upon encountering a Differing Site Condition, Design-Builder shall provide prompt written notice to Owner of such condition, which notice shall not be later than fourteen (14) days after such condition has been encountered. Design-Builder shall, to the extent reasonably possible, provide such notice before the Differing Site Condition has been substantially disturbed or altered.

4.3.3 The Geotechnical Baseline Report (GBR) sets forth and establishes the contractual geotechnical baseline for the assumed geotechnical conditions for those areas of the Project that have been baselined. Whenever there is an inconsistency between conditions indicated in the GBR and either: (a) conditions indicated in the Geotechnical Data Report (GDR); or (b) conditions indicated elsewhere in the Contract Documents, then the conditions indicated in the GBR shall take precedence, and shall be the conditions against which actual conditions encountered are compared for the purpose of determining if a Differing Site Condition exists.

4.4 Historical Artifacts.

4.4.1 If previously unidentified historic properties or unanticipated effects to historic properties are discovered during construction, including any buried structural remains (e.g., wall foundations, wells, privies, cisterns), Design-Builder shall immediately halt all activity within the immediate area of the discovery and in any adjacent areas where additional or related resources may reasonably be expected to be present, and notify Owner of the discovery by telephone or in person, which notice shall be given within twenty-four (24) hours of Design-Builder making such discovery. Owner will thereafter provide instructions to Design-Builder as to how to address such discoveries, including the protocol for recovery and/or documentation associated with such discoveries. Design-Builder shall take interim measures to protect the discovery from looting and vandalism. Work in all areas not subject of the discovery may continue. All items discovered by Design-Builder belong to the property owner.

4.4.2 If Design-Builder has been adversely impacted by the presence, removal or remediation of a discovery under Section 4.4.1 above, Design-Builder will be entitled to an adjustment in the GMP and/or Contract Times to the extent the Cost of the Work incurred by Design-Builder and/or time of performance are adversely impacted by such discovery, provided Design-Builder satisfies the requirements of Articles 8 and 9 below.

Article 5
Insurance and Bonds

5.1 Design-Builder's Insurance Requirements.

5.1.1 Design-Builder shall obtain and maintain, at its own cost and expense, the insurance coverages specified in Exhibit 14.1 ("Insurance Requirements") of the Agreement, which insurance shall be in accordance with this Section 5.1.

5.1.2 All insurance required by Exhibit 14.1 ("Insurance Requirements") of the Agreement must be obtained and maintained from insurance companies currently authorized by the Insurance Commissioner to transact business of insurance or on the List of Approved Surplus Line Insurers in the State of California, with an assigned

policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by Owner.

5.1.3 Design-Builder shall deliver to Owner, with copies to each additional insured, the following:

(a) Certificates of insurance and endorsements establishing that Design-Builder has obtained and is maintaining the policies and coverages required hereunder, with the understanding that updated, compliant certificates of insurance and endorsements shall be delivered annually, at least ten (10) days prior to the expiration of any policy, to evidence renewal of the required insurance coverages.

(b) Upon request by Owner or any additional insured, evidence of such required insurance, including documentation of applicable self-insured retentions (if allowed) and deductibles, full disclosure of all relevant endorsements, exclusions, and evidence of insurance required to be purchased and maintained by Design-Builder, Design Consultants, or Subcontractors. In any documentation furnished under this provision, Design-Builder, Design Consultants, and Subcontractors may block out (redact) any confidential premium or pricing information or other information not applicable to this Project or Agreement.

(c) Failure of Owner or any additional insured to demand the documents required by this Section 5.1.3, or failure of Owner identify a deficiency in compliance from the evidence provided, will not be construed as a waiver of the obligation of the relevant party (i.e., Design-Builder, Design Consultant, or Subcontractor) to obtain and maintain such insurance.

5.1.4 Design-Builder shall require its first-tier Design Consultants and Subcontractors to purchase and maintain the insurance coverages specified under Exhibit 14.1 ("Insurance Requirements") to the Agreement.

5.1.5 Owner does not represent that insurance coverage and limits established in Exhibit 14.1 ("Insurance Requirements") of the Agreement will be adequate to protect the interests of Design-Builder, Design Consultants, or Subcontractors. Each such party is responsible for determining whether such coverage and limits are adequate to protect its interests, and for obtaining and maintaining any additional insurance that Design-Builder deems necessary.

5.1.6 The insurance and insurance limits required under Exhibit 14.1 ("Insurance Requirements") of the Agreement are minimums and shall not be deemed as a limitation on Design-Builder's liability, or that of any other DB-Related Entity, under the indemnities granted to Owner, additional insureds and other individuals and entities in the Contract Documents or otherwise.

5.1.7 If in any instance Design-Builder has not performed its obligations respecting obtaining and maintaining insurance coverage required hereunder, or is unable to enforce and collect any such insurance for failure to assert claims in accordance with the terms of the insurance policies, then for purposes of determining Design-Builder's liability and the limits thereon or determining reductions in compensation due from Owner to Design-Builder on account of available insurance, Design-Builder shall be treated as if it has elected to self-insure up to the full amount of insurance coverage that would have been available had Design-Builder performed such obligations and not committed such failure.

5.1.8 Except as set forth in Section 4.7.1 of the Agreement relative to the Contingency, Design-Builder and all other DB-Related Entities shall be solely responsible for any and all deductibles or self-insured retentions that shall apply under any required, or otherwise purchased, insurances and shall have no recourse against Owner for any such costs.

5.1.9 All policies of insurance that Design-Builder is required to purchase and maintain under the Agreement shall:

(a) Contain a provision requiring the insurer to give not less than thirty (30) days' prior notice to Owner whenever the insurer gives Design-Builder a notice of cancellation or non-renewal with respect to the policy (except in the case of any non-premium payment, not less than ten (10) days' prior notice, which the insurer shall be obligated to give to Owner simultaneously with providing such notice to Design-Builder). The provision required by the preceding sentence shall not be deemed to infer a right of cancellation that would otherwise not exist in the absence of such provision.

(b) Delete any specific design-build or similar exclusions that could compromise coverage because of Design-Builder's involvement in the design-build process.

(c) Contain coverage terms and conditions that reflect the industry standard for projects of a similar size, scope, and nature of this Project that the commercial market will provide and support as of the date of such insurance procurement and any subsequent renewals.

(d) Other than for professional liability insurance, workers compensation/employer's liability insurance and Builder's Risk Insurance, where additional insured coverage is required include cross-liability clauses allowing one insured to bring a claim against another insured party. With regard to pollution liability insurance, a cross-liability clause will be allowed as long as it does not impact Owner's ability to sue another insured party and collect under the policy.

(e) Other than for professional liability insurance and workers compensation/employer's liability insurance, be endorsed so that the insurer agrees to waive, to the extent permitted by law, all rights of subrogation or action that it may have or acquire against Owner, Owner Indemnitees, or any additional insured.

(f) Other than for professional liability insurance, workers compensation/employer's liability insurance, automobile liability insurance, and contractor pollution liability insurance, contain a provision under which the insurer agrees that the failure of one insured to observe and fulfill the terms of the policy will not prejudice the coverage of the other insureds.

(g) With regard to Builder's Risk Insurance, have each policy endorsed to contain: (i) a standard mortgagee clause to the effect that Owner and other insureds will not be prejudiced by an unintended and/or inadvertent error, omission or mistaken description of the risk interest in property insured under the policies, incorrect declaration of values, failure to advise insurers of any change of risk interest or property insured, or failure to comply with a statutory requirement; and (ii) provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any insureds thereunder, or against any Owner Indemnitee, DB-Related Entity, or Separate Contractor.

(h) For commercial general liability and umbrella/excess liability insurance, not include defense costs within the limits of coverage or permit erosion of coverage limits by defense costs.

(i) Design-Builder's commercial general liability, automobile liability, umbrella/excess, and pollution liability must:

(1) Include and list as additional insureds Owner and Owner Indemnitees, and include coverage for the respective officers, directors, members, partners, and employees of all such additional insureds;

(2) Afford primary coverage to these additional insureds for all claims covered thereby (including as applicable those arising from both ongoing and completed operations);

(3) Not seek contribution from insurance maintained by the additional insured; and

(4) As to commercial general liability insurance, apply to additional insureds with respect to liability caused in whole or in part by Design-Builder's acts or omissions, or the acts and omissions of DB-Related Entities, in the performance of Design-Builder's operations.

5.1.10 Owner waives all rights against the DB-Related Entities, and Design-Builder waives all rights against the Owner Indemnitees and Separate Contractors, for all losses and damages caused by, arising out of, or resulting from any of the perils, risks, or causes of loss covered by the Builder's Risk Insurance. Owner and Design-Builder shall, where appropriate, require similar waivers of subrogation from Owner Indemnitees, DB-Related Entities and Separate Contractors, and shall require each of them to include similar waivers in their contracts. 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.

5.2 Performance and Labor and Material Payment Bonds.

5.2.1 Design-Builder shall, no later than ten (10) days after the Phase 2 Amendment Date, provide Owner with: (a) a Performance Bond in the penal amount equal to one hundred percent (100%) of the GMP, which bond shall cover the faithful performance of all the Design-Builder's obligations under the Contract Documents; and (b) a Labor and Material Payment Bond in the penal amount equal to one hundred percent (100%) of the GMP. The forms of the Performance Bond and Labor and Material Payment Bond are those set forth in Exhibits 14.2(a) ("Form of Performance Bond") and 14.2(b) ("Form of Labor and Material Payment Bond") respectively to the Agreement. The Performance Bond shall remain valid for a period of two (2) years after Final Completion. If Design-Builder fails to provide such bonds, Design-Builder may be found in material default of the Agreement.

5.2.2 The Performance Bond and Labor and Material Payment Bond shall be provided by a surety (or sureties) authorized by applicable Legal Requirements to do business in the State of California, with an A.M. Best Company Financial Strength Rating of A- or better. Sureties must also be listed in the U.S. Department of Treasury's Circular 570,

Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies (U.S. Department of the Treasury 2022).

Article 6
Payment

6.1 General.

6.1.1 Owner shall pay Design-Builder for the Phase 1 Services in accordance with Section 7.1 of the Agreement and this Article 6.

6.1.2 Owner shall pay Design-Builder for Phase 2 Services through monthly progress payments described in Section 6.2 below, with payments to be based upon the Schedule of Values. In making such progress payments, Owner shall retain the amounts set forth in Section 7.2.3 of the Agreement, as well as other amounts permitted under the Contract Documents or at law.

6.2 Monthly Progress Payments.

6.2.1 On or before the date established in the Agreement, Design-Builder shall submit for Owner's review and approval its Application for Payment requesting payment for all Work performed as of the date of the Application for Payment. The Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents, including, without limitation, such documents, information and data as Owner may require to: (a) waive or release lien rights for all Work performed (other than with respect to any retainage then withheld); and (b) evaluate or verify the right to receive payment of any amount requested for payment.

6.2.2 The Application for Payment may request payment for Equipment and Materials not yet incorporated into the Project, provided that: (a) Owner is satisfied that the Equipment and Materials are suitably stored at either the Site or another acceptable location; (b) the Equipment and Materials are protected by suitable insurance; and (c) upon the earlier of incorporation into the Project or payment, Owner will receive the Equipment and Materials free and clear of all liens and encumbrances.

6.2.3 The Application for Payment shall constitute Design-Builder's representation that the Work described therein has been performed consistent with the Contract Documents, has progressed to the point indicated in the Application for Payment, and that title to all Work will pass to Owner free and clear of all claims, liens, encumbrances, and security interests upon the incorporation of the Work into the Project, or upon Design-Builder's receipt of payment, whichever occurs earlier. The passage of title shall not be construed as relieving Design-Builder from the sole responsibility for all Work upon which payments have been made (including but not limited to risk of loss or the restoration of any damaged Work), or as waiving the right of Owner to require the fulfillment of all of the terms of the Contract Documents.

6.3 Withholding of Payments.

6.3.1 On or before the date established in the Agreement, Owner shall pay Design-Builder all amounts properly due. If Owner determines that Design-Builder is not entitled to all or part of an Application for Payment as a result of Design-Builder's failure to meet its obligations hereunder, it will so notify Design-Builder in writing within twenty (20) days after Owner's receipt of the Application for Payment. The notice shall indicate the specific

amounts Owner intends to withhold, the reasons and contractual basis for the withholding, and the specific measures Design-Builder must take to rectify Owner's concerns. Design-Builder and Owner will attempt to resolve Owner's concerns prior to the date payment is due. If the Parties cannot resolve such concerns, Design-Builder may pursue its rights under the Contract Documents, including those under Article 10 below.

6.3.2 Notwithstanding anything to the contrary in the Contract Documents, Owner shall pay Design-Builder all undisputed amounts in an Application for Payment within the times required by the Agreement. Payments which Owner disputes in good faith shall not be deemed due.

6.4 Right to Stop Work and Interest.

6.4.1 If Owner fails to pay timely Design-Builder any amount that becomes due and is not subject to a good faith dispute, then Design-Builder, in addition to all other remedies provided in the Contract Documents, may stop Work pursuant to Section 11.3 below. All payments due and unpaid, other than those subject to a good faith dispute, shall bear interest at the rate set forth in the Agreement.

6.5 Design-Builder's Payment Obligations.

6.5.1 Design-Builder will pay its Design Consultants and Subcontractors, in accordance with its contractual obligations to such parties, all the amounts Design-Builder has received from Owner on account of their work. Design-Builder will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted. Design-Builder will indemnify and defend Owner against any claims for payment and mechanic's liens as set forth in Section 7.3 below.

6.6 Final Payment.

6.6.1 Upon achieving Final Completion in accordance with Section 8.3 below, Design-Builder shall provide Owner with a Final Application for Payment. The Final Application for Payment shall be accompanied by all supporting documentation required by the Contract Documents, including, without limitation the following:

(a) An affidavit that there are no claims, obligations or liens outstanding or unsatisfied for labor, services, Equipment and Materials, construction equipment, supplies, taxes or other items performed, furnished or incurred for or in connection with the Work which will in any way affect Owner's interests;

(b) A general release executed by Design-Builder waiving all claims, except for receipt of final payment by Design-Builder and those claims previously made in writing to Owner and remaining unsettled at the time of final payment, which previously made claims shall be specifically listed in an attachment to the general release;

(c) Consent of Design-Builder's surety to final payment;

(d) All record information, operating manuals, warranties and other deliverables required by the Contract Documents, to the extent they have not been previously provided to Owner;

(e) All documents, information and data as Owner may require to: (a) unconditionally waive or release lien rights in connection with all Work performed (other

than with respect to claims for Work not waived under the general release provided under (b) above); and (b) evaluate or verify the right to receive payment of any amount requested for payment; and

(f) Certificates of insurance, or other evidence reasonably required by Owner, confirming that required coverages will remain in effect consistent with the requirements of the Contract Documents.

6.6.2 After receipt of a proper Final Application for Payment from Design-Builder, Owner shall make final payment by the time required in the Agreement.

Article 7
Indemnification

7.1 Intellectual Property Infringement.

7.1.1 Design-Builder shall defend any action or proceeding brought against any Owner Indemnitee based on any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement or unauthorized use of any patent, trademark, copyright, or trade secret now or hereafter issued. Owner shall give prompt written notice to Design-Builder of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Design-Builder shall indemnify and hold harmless Owner Indemnitees from and against all damages and costs, including but not limited to attorneys' fees and expenses awarded against Owner Indemnitees or Design-Builder in any such action or proceeding. Design-Builder agrees to keep all Owner Indemnitees regularly informed of all developments in the defense of such actions.

7.1.2 If any Owner Indemnitee is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent, trademark, copyright or trade secret suit, claim, or proceeding, Design-Builder shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Design-Builder cannot so procure such right within a reasonable time, Design-Builder shall promptly, at Design-Builder's option and at Design-Builder's expense: (a) modify the Work so as to avoid infringement of any such patent, trademark copyright, or trade secret; or (b) replace said Work with Work that does not infringe or violate any such patent, trademark, copyright or trade secret; *provided, however*, that any such modification or replacement shall not adversely affect the performance, use, operation, or any material characteristic of the Project, and shall be subject to the approval of Owner Indemnitees.

7.1.3 Sections 7.1.1 and 7.1.2 above shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent, trademark, copyright or trade secret: (a) relating solely to a particular process or product of a particular manufacturer specified by Owner and not offered or recommended by Design-Builder to Owner; or (b) arising from modifications to the Work by Owner or its agents after the Substantial Completion Date. If the suit, claim or proceeding is based upon events set forth in the preceding sentence, Owner shall, to the fullest extent permitted by Legal Requirements, defend, indemnify and hold harmless Design-Builder to the same extent Design-Builder is obligated to defend, indemnify and hold harmless Owner in Section 7.1.1 above.

7.2 Tax Claim Indemnification.

7.2.1 If, in accordance with Owner's direction, an exemption for all or part of the Work is claimed for taxes, Owner, to the fullest extent permitted by Legal Requirements, indemnify, defend and hold harmless Design-Builder from and against any liability, penalty, interest, fine, or tax assessment imposed by the applicable Governmental Unit, and reasonable attorneys' fees or other expenses or costs incurred by Design-Builder as a result of defending a claim caused by any action taken by Design-Builder in accordance with Owner's directive with respect to such claimed tax exemption. Owner shall furnish Design-Builder with any applicable tax exemption certificates necessary to obtain such exemption, upon which Design-Builder may rely.

7.3 Payment Claim Indemnification.

7.3.1 Provided that Owner is not in breach of its contractual obligation to make payments to Design-Builder for the Work, Design-Builder shall indemnify, defend and hold harmless Owner Indemnitees from any claims or mechanic's liens brought against any Owner Indemnitee or against the Project as a result of the failure of Design-Builder or any other DB-Related Entity to pay for any services, Equipment and Materials, materials, labor, equipment, taxes or other items or obligations furnished or incurred for or in connection with the Work. Within three (3) days of receiving written notice from any Owner Indemnitee that such a claim has been asserted or mechanic's lien has been filed, Design-Builder shall commence to take the steps necessary to discharge said claim or lien, including, if necessary, the furnishing of a mechanic's lien bond that will remove such claim or lien from title. If Design-Builder fails to do so, Owner Indemnitees will have the right to discharge the claim or lien and hold Design-Builder liable for costs and expenses incurred, including attorneys' fees.

7.4 Design-Builder's General Indemnification.

7.4.1 Design-Builder, to the fullest extent permitted by law, shall indemnify, hold harmless and defend Owner Indemnitees from and against claims, losses, damages, liabilities, including attorneys' fees and expenses, for bodily injury, sickness or death, and third party property damage or destruction (other than to the Work itself) to the extent resulting from the gross negligence, willful misconduct or negligent acts or omissions of Design-Builder or any other DB-Related Entity. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 7.4.

7.4.2 If an employee of any Design-Builder or any other DB-Related Entity has a claim against any Owner Indemnitee, Design-Builder's indemnity obligation set forth in Section 7.4.1 above shall not be limited by any limitation on the amount of damages, compensation or benefits payable by or for Design-Builder or any other DB-Related Entity under any employee benefit acts, including workers' compensation or disability acts.

7.4.3 Pursuant to the full language of California Civil Code §2782, and only to the extent related to the work of a qualified Design Professional, Design-Builder agrees to indemnify, including the cost to defend, Owner and its officers, officials, employees, and volunteers from and against any and all claims, demands, costs, or liability that arise out of, or pertain to, or relate to the negligence, recklessness, or willful misconduct of said Design Professional in the performance of services under this contract, but this indemnity does not apply to liability for damages arising from the sole negligence, active negligence, or willful acts of the Owner; and does not apply to any passive negligence of the Owner

unless caused at least in part by the Design Professional. Owner agrees that in no event shall the cost to defend charged to the Design-Builder exceed the Design Professional's proportionate percentage of fault.

7.5 Defense and Indemnification Procedures.

7.5.1 If any Owner Indemnitee receives notice of or otherwise has actual knowledge of a claim which it believes is within the scope of Design-Builder's indemnification under the Contract Documents, it shall by writing as soon as practicable: (a) inform Design-Builder of such claim; (b) send to Design-Builder a copy of all written materials Owner Indemnitee has received asserting such claim; and (c) notify Design-Builder that either: (i) the defense of such claim is being tendered to Design-Builder; or (ii) Owner Indemnitee has elected to conduct its own defense for a reason set forth below.

7.5.2 If the insurer under any applicable insurance policy accepts tender of defense, Design-Builder and Owner Indemnitee shall cooperate in the defense as required by the insurance policy. If no defense is provided by insurers under potentially applicable insurance policies, then the following provisions shall apply.

7.5.3 If the defense is tendered to Design-Builder, it shall within forty-five (45) days of said tender deliver to Owner Indemnitee a written notice stating that Design-Builder: (a) accepts the tender of defense and confirms that the claim is subject to full indemnification hereunder without any "reservation of rights" to deny or disclaim full indemnification thereafter; (b) accepts the tender of defense but with a "reservation of rights" in whole or in part; or (c) rejects the tender of defense if it reasonably determines it is not required to indemnify against the claim under the Contract Documents. If such notice is not delivered within such forty-five (45) days, the tender of defense shall be deemed rejected.

7.5.4 If Design-Builder accepts the tender of defense, Design-Builder shall have the right to select legal counsel for Owner Indemnitee, subject to reasonable approval of Owner Indemnitee, and Design-Builder shall otherwise control the defense of such claim, including settlement, and bear the fees and costs of defending and settling such claim. During such defense: (a) Design-Builder shall, at Design-Builder's expense, fully and regularly inform Owner Indemnitee of the progress of the defense and of any settlement discussions; and (b) Owner Indemnitee shall, at Design-Builder's expense for all of Owner Indemnitee's reasonable out-of-pocket third party expenses, fully cooperate in said defense, provide to Design-Builder all materials and access to personnel it requests as necessary for defense, preparation and trial and which or who are under the control of or reasonably available to Owner Indemnitee and maintain the confidentiality of all communications between it and Design-Builder concerning such defense to the extent allowed by law.

7.5.5 Owner Indemnitee shall be entitled to select its own legal counsel and otherwise control the defense of such claim if: (a) the defense is tendered to Design-Builder and it refuses the tender of defense, or fails to accept such tender within forty-five (45) days, or reserves any right to deny or disclaim such full indemnification thereafter; or (b) Owner Indemnitee, at the time it gives notice of the claim or at any time thereafter, reasonably determines that: (i) a conflict exists between it and Design-Builder which prevents or potentially prevents Design-Builder from presenting a full and effective defense; or (ii) Design-Builder is otherwise not providing an effective defense in connection with the claim and Design-Builder lacks the financial capability to satisfy potential liability or to provide an effective defense. Owner Indemnitee may assume its own defense pursuant to the

above by delivering to Design-Builder written notice of such election and the reasons thereof.

7.5.6 If Owner Indemnitee is entitled and elects to conduct its own defense pursuant hereto, all reasonable costs and expenses it incurs in investigating and defending and claim for which it is entitled to indemnification hereunder (and any settlements or judgments resulting there from) shall be reimbursed by Design-Builder after completion of the proceeding.

7.5.7 If Owner Indemnitee is entitled to and elects to conduct its own defense, then it shall have the right to settle or compromise the claim with Design-Builder's prior written consent, which shall not be unreasonably withheld or delayed, or with approval of the court, and with the full benefit of Design-Builder's indemnity. Notwithstanding the foregoing, if Owner Indemnitee elects to conduct its own defense and it is later determined that no indemnification obligation existed as to the particular claim, Owner Indemnitee shall pay its own costs and expenses relating thereto. In addition, if Owner Indemnitee elects to conduct its own defense because it perceives a conflict of interest, Owner Indemnitee shall pay its own costs and expenses relating thereto.

7.6 Survival.

7.6.1 All of Design-Builder's obligations under this Article 7 shall survive any termination of the Agreement, whether for cause or convenience.

Article 8
Time

8.1 General.

8.1.1 Design-Builder agrees that it will commence performance of the Work and achieve completion of the Work within the Contract Times in accordance with Article 3 of the Agreement.

8.1.2 Design-Builder shall perform the Work in accordance with the Baseline Schedule. Design-Builder shall provide Owner with monthly updates, or more frequently as required by conditions and progress of the Work, comparing actual progress to the Baseline Schedule, but such updates shall not be deemed to modify the Baseline Schedule or Contract Times, nor relieve Design-Builder of its obligations to complete the Work within the Contract Times, as may be adjusted in accordance with this Article 8.

8.2 Substantial Completion.

8.2.1 Design-Builder shall notify Owner when it believes the Work has achieved Substantial Completion and is ready for Owner to prepare and execute a Certificate of Substantial Completion. As a condition to such notice, Design-Builder shall have prepared and submitted to Owner a proposed Punch List, including planned dates for completion for each Punch List item. In no event shall the Punch List contain any incomplete items that would impact the ability of Owner to operate and maintain the Project as intended, safely, and in compliance with Legal Requirements. By submitting the Punch List to Owner, Design-Builder represents that work on the Punch List will be completed by the Scheduled Final Completion Date. Owner shall have the right to approve the Punch List in its reasonable discretion. The failure to include any items on such list does not alter the

responsibility of Design-Builder to complete all Work in accordance with the Contract Documents.

8.2.2 Within five (5) days of Owner's receipt of Design-Builder's notice, Owner and Design-Builder will jointly inspect the Work to assess the Punch List and verify that the Work has achieved progress required for Substantial Completion in accordance with the requirements of the Contract Documents.

8.2.3 Substantial Completion shall be deemed to have occurred only when all of the following conditions have been satisfied:

(a) Design-Builder has submitted, and Owner has approved in writing (such approval not to be unreasonably withheld or delayed) a certification by Design-Builder to Owner that the Work, excepting only items on the approved Punch List, is complete in accordance with the Contract Documents;

(b) Design-Builder and Owner have agreed in writing upon the Punch List;

(c) Design-Builder has delivered to Owner copies of the warranties of all Equipment and Materials, together with copies of all related operating manuals supplied by, or required from, Suppliers;

(d) Design-Builder has successfully completed all performance tests required under the Contract Documents and provided Owner with copies of all test results and any required certification;

(e) All Governmental Approvals required for the occupancy of the Project by Owner or others have been obtained and are in full force and effect, provided however that if any such Governmental Approvals have not been obtained or are not in full force and effect due to delays caused by Owner and outside of Design-Builder's control, and provided that Design-Builder has acted diligently toward getting such approvals, then Substantial Completion shall be deemed to have occurred when all other conditions of this Section 8.2.3 have been satisfied. Further, if any such Governmental Approvals have not been obtained or are not in full force and effect due to delays caused by a Governmental Unit or other third parties, and are outside of Design-Builder's control, and provided that Design-Builder has acted diligently toward getting such approvals, then Delay Liquidated Damages shall cease to accrue upon all other conditions of this Section 8.2.3 having been satisfied and only during the period that such delay was exclusively outside of Design-Builder's control.

(f) Design-Builder has completed all Owner training and provided Owner all training materials required under the training plan; and

(g) All Delay Liquidated Damages due Owner, if any, have been paid in full by Design-Builder or otherwise satisfied. If Design-Builder disputes any Liquidated Damages Amount and there is sufficient amount in Retention to cover all assessed Liquidated Damages and any outstanding claims, this condition may be considered satisfied upon written request in such dispute that Liquidated Damages be withheld from Retention pending the outcome of such dispute.

8.2.4 Owner will inspect the Work following notice from Design-Builder, evaluate Design-Builder's submissions under Section 8.2.3 above, and determine whether Substantial Completion has been achieved. If Owner determines that Substantial Completion has not

yet been achieved, it shall so notify Design-Builder in writing of the reasons for such determination. Design-Builder shall expeditiously remedy the issues and, when completed, re-request in writing that Owner perform a Substantial Completion inspection.

8.2.5 When Owner agrees that Design-Builder has satisfied all other requirements for Substantial Completion, Owner will prepare a Certificate of Substantial Completion that will set forth: (a) the Substantial Completion Date; (b) the approved Punch List; (c) provisions (to the extent not already provided in the Contract Documents or requiring modification) establishing Owner's and Design-Builder's responsibility for the Project's security, maintenance, utilities, insurance, and damage to Work; and (d) an acknowledgment that warranties commence to run on Substantial Completion Date, except as may otherwise be noted in the Certificate of Substantial Completion.

8.2.6 The Substantial Completion Date shall be established on the day on which Owner has executed the Certificate of Substantial Completion, and shall be retroactive to the date the last of the conditions set forth in section 8.2.3 is achieved.

8.3 Final Completion.

8.3.1 Final Completion shall be deemed to have occurred when all of the following conditions have been satisfied:

(a) Design-Builder has achieved Substantial Completion in accordance with Section 8.2 above;

(b) All Work, including all clean-up and removal of construction materials, demolition debris and temporary facilities, is complete, and in all respects is in compliance with the Contract Document;

(c) Design-Builder shall have delivered to Owner all closeout documents and other deliverables required by the Contract Documents;

(d) Design-Builder's surety has consented to the release of final payment to Design-Builder; and

(e) Design-Builder has certified to Owner that all of its claims against Owner have been resolved, except for those set forth in the attachment to the general release described in Section 6.6.1(b) above;

(f) All Delay Liquidated Damages due under the Agreement have been paid or otherwise satisfied; and

(g) Design-Builder and Owner have executed a Certification of Final Completion that all of the foregoing conditions have been satisfied.

8.3.2 Design-Builder shall notify Owner when it believes the Work has achieved Final Completion and is ready for Owner to prepare and execute a Certificate of Final Completion. Owner shall determine, within twenty-one (21) days following its receipt of such notice, whether it concurs that Final Completion has been achieved. If Owner disagrees, it shall promptly send written notice to Design-Builder of the basis for its disagreement. Design-Builder shall expeditiously correct the conditions raised by Owner in order to achieve Final Completion. The preceding process will continue until Owner determines that Final Completion has been achieved.

8.3.3 The Final Completion Date shall be established on the day on which Owner has executed the Certificate of Final Completion and shall be retroactive to the day upon which the last of the conditions set forth in section 8.2.3 is achieved.

8.4 Excusable Delays.

8.4.1 The term "Excusable Delay" shall refer to delays in the performance of the Work to the extent caused directly by acts, omissions, conditions, events, or circumstances beyond the reasonable control of Design-Builder and all other DB-Related Entities, including, by way of example and not limited to, acts or omissions of Owner or anyone under Owner's control (including Owner's Separate Contractors), changes in the Work, Differing Site Conditions, unknown Hazardous Environmental Conditions, and Force Majeure Events.

8.4.2 Notwithstanding Section 8.4.1 above, all cost, time, and other risks arising from the following events or circumstances shall be borne exclusively by Design-Builder, shall not be deemed Excusable Delays, and shall not be the basis for any relief, monetary, schedule, or otherwise, to Design-Builder:

(a) general market and economic conditions affecting the availability, supply or cost of labor, Equipment and Materials, construction equipment, supplies, or commodities;

(b) strikes, labor disputes, work slowdowns, work stoppages, boycotts or other similar labor disruptions, unless such strikes, disputes, slowdowns, stoppages, boycotts or disruption affect a specific trade on a national or regional level and were not caused by the improper acts or omissions of Design-Builder or any other DB-Related Entity;

(c) delays in obtaining or delivery of Equipment and Materials, or any other goods or services, from any DB-Related Entity, unless the DB-Related Entity's reason for delay arises from an event that would otherwise be excusable to Design-Builder under these General Conditions of Contract;

(d) delays of common carriers, unless the common carrier's reason for the delay arises from an event that would otherwise be excusable to Design-Builder under these General Conditions of Contract;

(e) bankruptcy or insolvency of any DB-Related Entity;

(f) the inability of any DB-Related Entity to perform, unless such inability would be otherwise excusable to Design-Builder under these General Conditions of Contract;

(g) any acts, omissions, conditions, events, or circumstances that were caused by or arose from the negligent acts, omissions, fault, gross negligence, willful misconduct, breach of contract, or violation of law by Design-Builder or any other DB-Related Entity; and

(h) the exercise of any right or any act by Owner permitted under the Contract Documents, except to the extent the Contract Documents expressly require an adjustment in the GMP and/or Contract Times as a result of such exercise or act (e.g., a change in the Work that will delay performance).

8.4.3 The Design-Builder will include ten (10) working days of weather related delays in the Project Schedule. Accordingly, Design-Builder shall not be entitled to an extension of the Contract Time unless and until the Contractor has lost more than ten (10) working days to adverse weather, and then only to the extent that the total number of working days lost to adverse weather exceeds ten (10) working days. A lost day shall be any day in which Design-Builder is unable to perform over four (4) hours of work affecting the critical path of construction.

8.4.4 If Design-Builder intends to seek Excusable Delay classification for a delay in the issuance of a Governmental Approval, it shall demonstrate that: (a) Design-Builder and all other applicable DB-Related Entities have submitted all applications, data, studies, reports, responses and other information required under Legal Requirements in order to obtain the Governmental Approval; (b) Design-Builder and all other applicable DB-Related Entities have in all respects used commercially reasonable efforts to obtain the Governmental Approval; and (c) Design-Builder and all other applicable DB-Related Entities have consistently maintained a fully responsive, engaged and respectful professional relationship with the staff and management of the Governmental Unit in a manner that, while not expressly required under Legal Requirements, is generally recognized among regular practitioners in the permitting field as necessary on a practical level to secure similar Governmental Approvals in a timely manner in light of the discretion accorded to Governmental Units under Legal Requirements**.**

8.5 Adjustment of Contract Times.

8.5.1 Design-Builder shall be entitled to request a Change Order adjusting the Contract Times to reflect not more than the amount of time Design-Builder is actually delayed by an Excusable Delay, expressly conditioned upon Design-Builder demonstrating that: (a) Design-Builder has demonstrated that the delay event qualifies as an Excusable Delay; (b) Design-Builder has complied with the requirements of Section 9.5 below; (c) the delay impacts the critical path of the Work as demonstrated by Section 8.5.2 below; (d) the delay was not foreseeable as of the Phase 2 Amendment Date by Design-Builder, and would not have been foreseen as of the Phase 2 Amendment Date by a reasonably experienced design-builder; and (e) Design-Builder, in view of all the circumstances, has exercised reasonable efforts to avoid and mitigate the delay and did not, through itself or any other DB-Related Entity, cause the delay.

8.5.2 Design-Builder shall demonstrate the critical path impact of an Excusable Delay and the impact on the Contract Times through a written time impact analysis ("TIA") establishing the influence of the event on the most current monthly updated Baseline Schedule. Each TIA shall include a fragmentary network, and for events that have yet to occur (such as an Owner proposed change), the fragmentary network shall demonstrate how Design-Builder proposes to incorporate such event into the most current monthly updated Baseline Schedule. The TIA shall demonstrate: (a) the time impact based on the date the event occurred, or, in the instance of an Owner-proposed change, the date such proposed change was given to Design-Builder; (b) the status of the Work at such point in time; and (c) the time computation of all affected activities.

8.6 Compensation for Delays

8.6.1 Design-Builder shall be entitled to request an adjustment of the GMP pursuant to the provisions of Article 9 for all Excusable Delays for which Design-Builder is entitled to a time extension pursuant to Section 8.5 above; *provided, however*, that such adjustment

shall be no more than the increase in the Cost of the Work incurred by Design-Builder, plus the applicable Design-Builder's Fee, resulting directly from the time extension allowed under Section 8.5 above. Notwithstanding anything to the contrary, Design-Builder shall not be entitled to an adjustment of the GMP for Excusable Delays where Design-Builder's performance was or would have been concurrently delayed or interrupted by any event that does not otherwise qualify as an Excusable Delay, with the understanding that Design-Builder's sole remedy for such concurrent delays is an extension of the Contract Times, provided that Design-Builder has complied with the requirements of Section 8.5 above.

8.7 Recovery Schedules

8.7.1 Notwithstanding the right of Design-Builder to request a time extension for an Excusable Delay pursuant to this Article 8, Design-Builder agrees that it will, if directed by Owner, develop and implement a recovery schedule and plan to improve progress and take such measures to overcome such delay. Should Owner have a reasonable belief that the Contract Times will not be met, then Owner has the right, but not the obligation, to so notify Design-Builder and direct Design-Builder to overcome such delay by working additional overtime, engaging additional personnel and taking such other measures as necessary to complete the Work within the Contract Times. If such delay is not an Excusable Delay, Design-Builder shall bear all costs related to such overtime, additional personnel and other measures. If such delay is an Excusable Delay, and Design-Builder has met the requirements of this Article 8 for an adjustment to the Contract Times for such delay, then Design-Builder may request an adjustment to the GMP in accordance with the requirements of Article 9 for the increase in the Cost of the Work incurred by Design-Builder directly related to such overtime, additional personnel and other measures.

Article 9
Changes to the Phase 1 Services Compensation, GMP and Contract Times

9.1 Right of Owner to Make Changes.

9.1.1 Without invalidating the Agreement, Owner may by written order, at any time and from time-to-time, authorize and/or request changes in, additions to, or deletions in the Work, including but not limited to those involving: (a) changes in, additions to, or deletions in the Contract Documents; (b) changes in the method, manner, sequence and time of performance of the Work (provided that Design-Builder retains and accepts full responsibility for all associated construction means, methods, techniques, sequences, and procedures); (c) changes in Owner-furnished services or deliverables, or (d) a direction to accelerate performance of the Work. If Owner proposes making a change in the Work, Owner shall advise Design-Builder and Design-Builder shall follow the processes set forth in Section 9.2 below.

9.1.2 No oral instruction, order or statement by Owner or Owner's Representative shall constitute a change under this Article 9. If Design-Builder believes that any oral instruction, order or statement by Owner may result in a change in the Work or require an adjustment to the Phase 1 Services Compensation, GMP or the Contract Times, Design-Builder shall request that the oral instruction, order or statement be given in writing and shall thereafter comply with the provisions of this Article 9.

9.1.3 A "Change Order" is a written instrument issued after execution of the Agreement signed by Owner and Design-Builder, stating their agreement upon the scope of a change in the Work, and the agreed adjustment, if any, to the Phase 1 Services Compensation,

GMP, Contract Times, or any other requirement of the Contract Documents. Unless specifically stated to the contrary in the Change Order, an executed Change Order shall constitute the final and complete compensation and satisfaction for all costs and schedule impacts related to: (a) the implementation of the changes that are the subject of the Change Order; and (b) the cumulative impact of effects resulting from such changes on all prior Work and changes in the Work to be performed as scheduled.

9.1.4 All changes in the Work authorized by applicable Change Order shall be performed under the applicable conditions of the Contract Documents. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for such changes.

9.2 Work Change Directives.

9.2.1 A "Work Change Directive" is a written order prepared and signed by Owner directing a change in the Work prior to agreement on an adjustment in the Phase 1 Services Compensation, GMP and/or the Contract Times.

9.2.2 Upon receipt of a Work Change Directive, Design-Builder shall promptly proceed with the change in the Work involved, unless Owner directs otherwise. Owner and Design-Builder shall negotiate in good faith and as expeditiously as possible the appropriate adjustments for the Work Change Directive. Upon reaching an agreement, the Parties shall prepare and execute an appropriate Change Order reflecting the terms of the agreement subject to Design-Builder's right to pursue its remedies under Article 10 below..

9.2.3 If the Parties are not able to agree on the method for adjusting the GMP for a Work Change Directive within a reasonable time, then Owner shall pay Design-Builder for such Work on a cost reimbursable basis as set forth in Section 9.7.1(c) below.

9.3 Minor Changes in the Work.

9.3.1 A "Minor Change" is a change in the Work that does not involve an adjustment in the Phase 1 Services Compensation, GMP and/or Contract Times and does not materially and adversely affect the Work, including the design, quality, performance and workmanship required by the Contract Documents.

9.3.2 Owner may request Minor Changes. If Design-Builder disputes that such order is a Minor Change, Design-Builder shall notify Owner in accordance with Section 9.4 below.

9.3.3 Design-Builder may make Minor Changes consistent with the intent of the Contract Documents, *provided, however*, that Design-Builder shall promptly inform Owner, in writing, prior to making such change. If Owner disputes that such a change is a Minor Change, Owner shall promptly notify Design-Builder of its position. If Design-Builder nevertheless desires to make such change, it shall notify Owner in accordance with Section 9.4 below. All Minor Changes shall be recorded on the documents maintained by Design-Builder.

9.4 Procedures Following Owner's Notice of Proposed Change.

9.4.1 Design-Builder shall, within twenty-one (21) days after receipt of notice of an Owner-proposed change, prepare and submit to Owner in writing the information set forth in Section 9.5.2 below as if such change were the subject of a Design-Builder Proposed Change Order, and such other information and data as Owner may reasonably request.

Owner shall endeavor to review Design-Builder's submittal with Design-Builder within twenty-one (21) days of its receipt of such submittal. If the Parties reach agreement on the terms of Owner's proposed change and Owner elects to proceed with such change, a Change Order shall be executed by the Parties. If the Parties are unable to reach agreement on the terms of the proposed change, Owner shall have the right, in its sole discretion, to direct Design-Builder to proceed with the change by issuing a Work Change Directive to Design-Builder.

9.4.2 Owner shall have the right, at any time and at its sole discretion, not to undertake any proposed change. If Owner elects not to undertake a proposed change for which Design-Builder performed design services in developing its submittal under Section 9.4.1 above, Design-Builder shall be paid its reasonable design costs incurred for such submittal.

9.5 Design-Builder Proposed Change Orders.

9.5.1 If Design-Builder believes that it is entitled under the Contract Documents to an adjustment to the Phase 1 Services Compensation, GMP, Contract Times, or other relief due to any event or situation arising out of or related to the Work (including but not limited to alleged Excusable Delays, disputes over Owner's instructions or interpretation of the Contract Documents), Design-Builder shall, within ten (10) days after Design-Builder knows, or should have reasonably known, of such event or situation giving rise to the requested relief, submit to Owner a written notice labeled "Notice of Design-Builder Proposed Change Order." The Notice of Design-Builder PCO shall describe the general nature of the event or situation and, if such Notice involves an Excusable Delay, the probable duration thereof.

9.5.2 Design-Builder shall, within fourteen (14) days after providing Owner with a Notice of Design-Builder PCO, submit to Owner in writing: (a) a description of the facts, circumstances and contractual basis for the relief sought, with sufficient specificity for Owner to assess the matter; (b) the cost data supporting any proposed adjustments to the Phase 1 Services Compensation, GMP; and (c) the scheduling information and analysis required under Section 8.5.2 above to support any request for adjustment to the Contract Times.

9.5.3 Owner shall endeavor to review Design-Builder's submittal under Section 9.5.2 above within fourteen (14) days of its receipt of such submittal. If Owner believes that Design-Builder's request is justified, in whole or in part, Owner shall advise Design-Builder and an appropriate Change Order shall be executed. If Owner disputes Design-Builder's request, and the Parties are unable to resolve the dispute, such dispute shall be resolved in accordance with Article 10 below. Owner may request clarifications and/or additional information to assist with its decision on such Design-Builder PCO.

9.5.4 Design-Builder's failure to provide the written statements in the manner and time required by this Section 9.5 shall constitute a conclusive presumption that no price or time adjustment, or other relief, is claimed or warranted for the event or situation giving rise to the relief, and Design-Builder waives its rights to seek relief for any such event or situation.

9.6 Owner Directive Letters.

9.6.1 If the Parties are unable to reach agreement on the terms of a Design-Builder PCO under the processes set forth in Section 9.5 above, then Owner may, in its sole discretion, issue to Design-Builder a written notice ("Directive Letter") that directs Design-Builder to

proceed in accordance with the terms of such notice notwithstanding the inability of the Parties to reach agreement on the terms of the Design-Builder PCO. Design-Builder shall fully comply with all Directive Letters and shall have the right to pursue its remedies under Article 10 below.

9.7 Adjustments to the GMP and Phase 1 Services Compensation.

9.7.1 The increase or decrease in GMP resulting from a change in the Work shall be determined by one or more of the following methods:

(a) Unit prices set forth in the Agreement or as subsequently agreed to between the Parties;

(b) A mutually accepted lump sum, properly itemized and supported by sufficient substantiating data to permit evaluation by Owner; or

(c) If the Parties have not reached agreement on the basis of (a) or (b) above, the GMP shall be adjusted based upon the Cost of the Work and Design-Builder's Fee as set forth in Section 4.3.3 of the Agreement, *provided, however*, that such Cost of the Work is: (i) reasonably and properly incurred by Design-Builder; (ii) reasonably documented; and (iii) comprised of those costs that would not have been incurred but for the change in the Work.

9.7.2 The increase or decrease in the Phase 1 Services Compensation resulting from a change in the Work shall be determined as set forth in Exhibit 4.1.1 ("Phase 1 Services Compensation") of the Agreement.

9.8 Emergencies.

9.8.1 In any emergency affecting the safety of persons and/or property, Design-Builder shall act, at its discretion, to prevent threatened damage, injury or loss. If the cause of the emergency would justify a change in the GMP and/or Contract Times under these General Conditions of Contract, Design-Builder shall submit a Design-Builder Proposed Change in accordance with Section 9.5 above.

9.9 Duty to Proceed.

9.9.1 No dispute between Design-Builder and Owner, including but not limited to those relating to the entitlement, cost or time associated with a notice of Owner-proposed change or Design-Builder Notice of Proposed Change Order, shall interfere with the progress of the Work. Design-Builder shall have the duty to diligently proceed with the Work in accordance with Owner's instructions despite any dispute, including but not limited to those events where the Parties are in disagreement as to whether instructions from Owner constitute a change to the Work and justify adjustments to the GMP and/or Contract Times.

9.9.2 Design-Builder's sole recourse in the event of such a dispute will be to pursue its rights under Article 10 below. Design-Builder shall retain any and all rights provided that pertain to the resolution of disputes. The disputed work will be categorized as an "unresolved dispute" and payment, if any, shall be as later determined in Article 10 below. Design-Builder shall keep accurate, detailed records of all disputed work, claims and other disputed matters.

9.10 Burden of Proof.

9.10.1 Design-Builder shall bear the burden of proof in establishing its entitlement to relief under this Article 9, including but not limited to adjustments in the Phase 1 Services Compensation, GMP and Contract Times.

Article 10
Disputes and Claims

10.1 Dispute Avoidance and Resolution.

10.1.1 The Parties are fully committed to working with each other throughout the Project and agree to communicate regularly with each other at all times so as to avoid or minimize disputes. If any disputes do arise, Design-Builder and Owner each commit to resolving such disputes in an amicable, professional and expeditious manner.

10.1.2 Owner and Design-Builder shall first attempt to resolve disputes at the field level through discussions between Design-Builder's Representative and Owner's Representative. If, after the passage of a reasonable period of time, the dispute is not resolved at the field level, then, upon the written request of either party, the dispute shall be elevated to senior representatives of the parties. The senior representatives shall meet as soon as conveniently possible to attempt to resolve such dispute. If the dispute is not resolved at the senior representative level, then Design-Builder shall have the right to make a Claim under Section 10.2 below, *provided, however*, that before doing so Design-Builder shall have satisfied its obligations under the process set forth in Section 9.5 above to file a Notice of Proposed Change Order.

10.2 Claims Process.

10.2.1 Section 20104 *et seq*. of the California Public Contract Code prescribes a process using informal conferences, non-binding judicial-supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section 10.2 is to implement Sections 20104 *et seq*. and Section 9204 of the California Public Contract Code. This Section 10.2 shall be construed to be consistent with said statutes.

10.2.2 For purposes of these procedures, "claim" means a separate demand by Design-Builder, after Owner has denied Design-Builder's timely and duly made request for payment for extra work and/or a time extension, for : (a) a time extension; (b) payment of money or damages arising from work done by or on behalf of Design-Builder pursuant to the Agreement and payment of which is not otherwise expressly provided for or Design-Builder is not otherwise entitled to; or (c) an amount the payment of which is disputed by Owner. The following requirements apply to all claims to which this section applies:

10.2.3 The claim shall be in writing and include the documents necessary to substantiate the claim. Claims governed by this procedure must be filed on or before the date of Final Payment. Nothing in this Section 10.2 is intended to extend the time limit or supersede notice requirements otherwise provided in the Agreement for the filing of claims, including all requirements pertaining to compensation or payment for extra work, disputed work, and/or changed conditions. Failure to follow such contractual requirements shall bar any claims or subsequent lawsuits for compensation or payment thereon.

10.2.4 Design-Builder shall submit all claims in the following format:

(a) Summary of the claim, including references to the specific Contract Document provisions upon which the claim is based.

(b) List of documents relating to the claim, including: (1) IFC Documents; (2) clarifications and requests for information; (3) schedules; and (4) other.

(c) Chronology of events and correspondence related to the claim.

(d) Statement of grounds for the claim.

(e) Analysis of the claim's cost, if any.

(f) Analysis of the claim's time/schedule impact, if any.

10.2.5 Upon receipt of a claim pursuant to Section 10.2.4 above, Owner shall conduct a reasonable review of the claim and, within a period not to exceed forty-five (45) calendar days, shall provide Design-Builder a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within sixty (60) calendar days after Owner issues its written statement.

(a) If Owner needs approval from the Owner's Board of Directors to provide Design-Builder a written statement identifying the disputed portion and the undisputed portion of the claim, and the Board of Directors does not meet within the forty-five (45) calendar days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, Owner shall have up to three (3) days following the next duly publicly noticed meeting of the Board of Directors after the 45-day period, or extension, expires to provide Design-Builder a written statement identifying the disputed portion and the undisputed portion.

(b) Within thirty (30) calendar days of receipt of a claim, Owner may request in writing additional documentation supporting the claim or relating to defenses or claims Owner may have against Design-Builder. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of Owner and Design-Builder.

(c) Owner's written response to the claim, as further documented, shall be submitted to Design-Builder within thirty (30) calendar days (if the claim is less than $50,000, within fifteen (15) calendar days) after receipt of the further documentation, or within a period of time no greater than that taken by Design-Builder in producing the additional information or requested documentation, whichever is greater.

10.2.6 If Design-Builder disputes Owner's written response, or Owner fails to respond within the time prescribed, Design-Builder may so notify Owner, in writing, either within fifteen (15) calendar days of receipt of Owner's response or within fifteen (15) calendar days of Owner's failure to respond within the time prescribed, respectively, and demand an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand, Owner shall schedule a meet and confer conference within thirty (30) calendar days for settlement of the dispute.

10.2.7 Within ten (10) business days following the conclusion of the meet and confer conference set forth in Section 10.2.6 above, if the claim or any portion of the claim remains in dispute, Owner shall provide Design-Builder a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within sixty (60) calendar days after Owner issues its written statement. Any disputed portion of the claim, as identified by Design-Builder in writing, shall be submitted to nonbinding mediation, with Owner and Design-Builder sharing the associated costs equally. Owner and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the claim has been identified in writing, unless the Parties agree to select a mediator at a later time.

(a) If the Parties cannot agree upon a mediator, each Party shall select a mediator and those mediators shall select a qualified neutral third Party to mediate with regard to the disputed portion of the claim. Each Party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

(b) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the Parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation used shall conform to the timeframes in this section.

(c) Unless otherwise agreed to by Owner and Design-Builder in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

(d) All unresolved claims shall be considered jointly in a single mediation, unless a new unrelated claim arises after mediation is completed.

10.2.8 Owner's failure to respond to a claim from Design-Builder within the time periods described in this section or to otherwise meet the time requirements of this Section 10.2 shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of Owner's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility of qualifications of Design-Builder. Owner's failure to respond shall not waive Owner's rights to any subsequent procedures for the resolution of disputed claims.

10.2.9 If following the mediation, the claim or any portion remains in dispute, Design-Builder must comply with the claim procedures set forth in Government Code Section 900 *et seq.* prior to filing any lawsuit against Owner. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, construction claims, and/or changed conditions, including any required mediation, have been followed by Design-Builder. If no such Government Code claim is submitted, or if the prerequisite contractual requirements are not satisfied, no action against Owner may be filed. A Government Code claim must be filed no earlier than the date that Design-Builder completes all contractual prerequisites to filing a Government Code claim, including any required mediation. A Government Code claim shall be inclusive of all unresolved claims unless a new unrelated claim arises after the Government Code claim is submitted. For purposes of Government Code Section 900 *et seq*., the running of the

period of time within which a claim must be filed shall be tolled from the time Design-Builder submits his or her written claim to Owner until the time the claim is denied, including any period of time utilized by the meet and confer conference or mediation that does not result in a complete resolution of all claims.

10.2.10 The following procedures are established for all civil actions filed to resolve claims totaling $375,000 or less:

(a) Within sixty (60) calendar days, but no earlier than thirty (30) calendar days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both Parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code Section 9204 and the procedures in this Section 10.2. The mediation process shall provide for the selection within fifteen (15) calendar days by both Parties of a disinterested third person as mediator, shall be commenced within thirty (30) calendar days of the submittal, and shall be concluded within fifteen (15) calendar days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court or by stipulation of both Parties. If the Parties fail to select a mediator within the 15-day period, either Party may petition the court to appoint the mediator.

(b) If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1141.11 of that code. The Civil Discovery Act (Title 4 (commencing with Section 2016.010) of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration.

(c) Upon stipulation of the Parties, arbitrators appointed for these purposes shall be experienced in construction law, and, upon stipulation of the Parties, mediators and arbitrators shall be paid necessary and reasonable hourly rates of pay not to exceed their customary rate, and such fees and expenses shall be paid equally by the Parties, except in the case of arbitration where the arbitrator, for good cause, determines a different division.

(d) In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, any Party who after receiving an arbitration award requests a trial de novo but does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, pay the attorney's fees of the other Party arising out of the trial de novo

Article 11
Stop Work and Termination Rights

11.1 Owner's Right to Stop Work.

11.1.1 Owner may, at any time, without cause and for its convenience, order Design-Builder in writing to stop and suspend the Work. Such suspension shall not exceed either sixty (60) consecutive days or in the aggregate more than one hundred twenty (120) days. Notwithstanding the preceding sentence, the Parties agree that: (a) days during which the Work is suspended prior to the Phase 2 Amendment Date shall not be allocable to or considered in the aggregate with days during which the Work is suspended after the Phase 2 Amendment Date; (b) the time occurring from the Phase 2 Amendment Date through and including the date upon which Owner issues the Phase 2 NTP, shall not be

deemed a suspension in the Work or allocable to any aggregate period of suspension under this Section 11.1.1; and (c) any period of suspension pending evaluation and discussion of the Phase 2 Proposal shall be measured separately and not deemed a suspension under this Section 11.1.1, but, rather, subject to the terms of Article 5 of the Agreement.

11.1.2 Design-Builder is entitled to seek an adjustment of the GMP and/or Contract Times if the Cost of the Work it incurs or time to perform the Work has been adversely impacted by any suspension of the Work by Owner, provided Design-Builder satisfies the requirements of Articles 8 and 9 above.

11.2 Owner's Right to Perform and Terminate for Cause.

11.2.1 If Design-Builder, at any time, fails to: (a) provide a sufficient number of skilled workers; (b) supply the Equipment and Materials required by the Contract Documents; (c) comply with applicable Legal Requirements; (d) timely pay, without cause, Design Consultants or Subcontractors; (e) prosecute the Work with promptness and diligence to ensure that the Work is completed by the Contract Times, as such times may be adjusted pursuant to Article 8 above; or (f) perform material obligations under the Contract Documents, then Owner, in addition to any other rights and remedies provided in the Contract Documents, by Legal Requirements, or at law or in equity, shall have the rights set forth in Sections 11.2.2 and 11.2.3 below, and as provided at law.

11.2.2 Upon the occurrence of an event set forth in Section 11.2.1 above, Owner may provide written notice to Design-Builder that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be promptly cured, within seven (7) days of Design-Builder's receipt of such notice. If Design-Builder fails to cure, or reasonably commence and diligently continue to cure, such problem, then Owner may give a second written notice to Design-Builder of its intent to terminate within an additional seven (7) day period. If Design-Builder, within such second seven (7) day period, fails to cure, or reasonably commence and diligently continue to cure, such problem, then Owner may declare the Agreement terminated for default by providing written notice to Design-Builder of such declaration. Notwithstanding anything to the contrary, if Owner has provided Design-Builder with three (3) initial notices of Owner's intent to terminate the Agreement for any of the reasons set forth in Section 11.2.1 above, then Owner shall have no further obligation to provide Design-Builder with an opportunity to cure, and may terminate the Agreement for cause as set forth in a written notice from Owner.

11.2.3 Upon declaring the Agreement terminated pursuant to Section 11.2.2 above, Owner may enter upon the Site and take possession, for the purpose of completing the Work, of all Work Product, Equipment and Materials, construction equipment, supplies, scaffolds, tools, appliances and other items thereon, which have been purchased or provided for the performance of the Work, all of which Design-Builder hereby transfers, assigns and sets over to Owner for such purpose, and to employ any person or persons to complete the Work and provide all of the required labor, services, Equipment and Materials, construction equipment, supplies, and other items; *provided, however*, that Owner shall not take possession of any construction equipment, supplies, scaffolds, tools, appliances and other similar items owned or rented by Design-Builder or any DB-Related Entity.

11.2.4 In the event of such termination, Design-Builder shall not be entitled to receive any further payments under the Contract Documents until the Work shall be finally completed

in accordance with the Contract Documents. If the unpaid balance of the GMP exceeds the costs of finishing the Work, including Delay Liquidated Damages and other amounts due under the Agreement, Design-Builder will only be entitled to be paid for Work performed prior to its default, and the balance will be for the account of and retained by Owner. If the costs of finishing the Work exceed the unpaid balance, Design-Builder shall, within thirty (30) days of receipt of written notice setting out the amount of the excess costs, pay the difference to Owner. Such costs and expense shall include not only the cost of completing the Work (including costs to accelerate the Work as necessary to achieve Substantial Completion as near as possible to the Scheduled Substantial Completion Date), but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the re-procurement and defense of claims arising from Design-Builder's default, subject to the liability limitations set forth in Article 13 of the Agreement.

11.2.5 If Owner improperly terminates the Agreement for cause, the termination for cause will be converted automatically to and treated as a termination for convenience under the provisions of Section 11.6 below.

11.3 Design-Builder's Right to Stop Work.

11.3.1 Design-Builder may, in addition to any other rights accorded under the Contract Documents or at law, stop the Work for the following reasons:

(a) Owner's failure to provide financial assurances as required under Section 3.3 above; or

(b) Owner's failure to make any undisputed payment due under Design-Builder's Application for Payment within forty-five (45) days after receipt of an acceptable Application for Payment, *provided, however*, that amounts subject to a good faith dispute shall not be deemed properly due.

11.3.2 Should any of the events set forth in Section 11.3.1 above occur, Design-Builder has the right to provide Owner with written notice that Design-Builder will stop the Work unless said event is cured within seven (7) days from Owner's receipt of Design-Builder's notice. If Owner does not cure the problem within such seven (7) day period, Design-Builder may stop the Work. In such case, Design-Builder shall be entitled to make a claim for adjustment to the GMP and/or Contract Times to the extent it incurs additional Costs of the Work, or the progress of the Work has been adversely impacted by such stoppage, provided Design-Builder satisfies the requirements of Articles 8 and 9 above.

11.4 Design-Builder's Right to Terminate for Cause.

11.4.1 Design-Builder, in addition to any other rights and remedies provided in the Contract Documents, may terminate the Agreement for cause for the following reasons:

(a) The Work has been stopped for sixty (60) consecutive days, or more than one hundred twenty (120) days in the aggregate either entirely before the Phase 2 Amendment Date or entirely after the Phase 2 Amendment Date, because of court order, any Governmental Unit, failure of Owner to obtain Governmental Approvals that are Owner's responsibility under the Contract Documents, or orders by Owner under Section 11.1.1 above, provided that such stoppages are not due to the acts or omissions of Design-Builder or any other DB-Related Entity.

(b) Owner's failure to provide Design-Builder with any information that is Owner's responsibility under the Contract Documents which results in the Work being stopped for sixty (60) consecutive days, or more than ninety (90) days in the aggregate during the duration of the Project, even though Owner has not ordered Design-Builder in writing to stop and suspend the Work pursuant to Section 11.1.1 above.

(c) Owner's failure to cure the problems set forth in Section 11.3.1 above after Design-Builder has stopped the Work.

11.4.2 Upon the occurrence of an event set forth in Section 11.4.1 above, Design-Builder may provide written notice to Owner that it intends to terminate the Agreement unless the problem cited is cured, or commenced to be cured, within seven (7) days of Owner's receipt of such notice. If Owner fails to cure, or reasonably commence to cure, such problem, then Design-Builder may give a second written notice to Owner of its intent to terminate within an additional seven (7) day period. If Owner, within such second seven (7) day period, fails to cure, or reasonably commence to cure, such problem, then Design-Builder may declare the Agreement terminated for default by providing written notice to Owner of such declaration. In such case, Design-Builder shall be entitled to recover in the same manner as if Owner had terminated the Agreement for its convenience under Section 11.6 below.

11.5 Bankruptcy of Owner or Design-Builder.

11.5.1 If either Owner or Design-Builder institutes or has instituted against it a case under the United States Bankruptcy Code (such Party being referred to as the "Bankrupt Party"), such event may impair or frustrate the Bankrupt Party's ability to perform its obligations under the Contract Documents. Accordingly, should such event occur:

(a) The Bankrupt Party, its trustee or other successor, shall furnish, upon request of the non-Bankrupt Party, adequate assurance of the ability of the Bankrupt Party to perform all future material obligations under the Contract Documents, which assurances shall be provided within ten (10) days after receiving notice of the request; and

(b) The Bankrupt Party shall file an appropriate action within the bankruptcy court to seek assumption or rejection of the Agreement within sixty (60) days of the institution of the bankruptcy filing and shall diligently prosecute such action.

If the Bankrupt Party fails to comply with its foregoing obligations, the non-Bankrupt Party shall be entitled to request the bankruptcy court to reject the Agreement, declare the Agreement terminated and pursue any other recourse available to the non-Bankrupt Party under this Article 11.

11.5.2 The rights and remedies under Section 11.5.1 above shall not be deemed to limit the ability of the non-Bankrupt Party to seek any other rights and remedies provided by the Contract Documents or by law, including its ability to seek relief from any automatic stays under the United States Bankruptcy Code or the right of Design-Builder to stop Work under any applicable provision of these General Conditions of Contract.

11.6 Owner's Right to Terminate for Convenience.

11.6.1 Design-Builder's performance of Work under the Agreement may be terminated by Owner in accordance with this Section 11.6 in whole or in part, without cause or whenever Owner shall determine that such termination is in the best interest of Owner. Any such

termination shall be effected by delivery to Design-Builder of a Notice of Termination for Convenience, specifying the extent to which performance of Work under the Agreement is terminated, and the date upon which such termination becomes effective.

11.6.2 Design-Builder shall comply with instructions in the Notice of Termination for Convenience and, unless such notice directs otherwise:

(a) Immediately discontinue the Work on the date specified in such notice and to the extent specified in such notice;

(b) Place no further orders or Subcontracts except as may be necessary for completion or such portion of the Work as is not discontinued;

(c) Assign to Owner any Subcontract relating to the performance of Work that is discontinued that Owner elects in writing, at its sole election and without obligation, to have assigned to it, with Owner assuming, and Design-Builder being relieved of, all obligations under the Subcontract accruing from the date of the assignment;

(d) Promptly cancel or terminate, on terms reasonably and commercially appropriate, all Subcontracts that Owner does not elect to have assigned to Owner to the extent that such Subcontracts relate to the performance of Work that is discontinued;

(e) Complete performance of such part of the Work as shall not have been terminated by the Notice of Termination for Convenience;

(f) Take such action as may be necessary, or as Owner may direct, for the protection and preservation of the property related to the Agreement which is in the possession of Design-Builder and in which Owner has or may acquire an interest; and

(g) Deliver to Owner all Work Product produced during the period commencing on the Agreement Date to the date of the termination, which Work Product shall, for the avoidance of doubt, become the property of Owner, to the extent that it may not have been the property of Owner before the date of termination.

Design-Builder shall proceed immediately with the performance of the above obligations notwithstanding any delay in determining or adjusting the cost, or any item of reimbursable cost, under this Section 11.6.

11.6.3 In the event of a termination for convenience, Design-Builder shall be entitled to receive only the following with respect to the terminated portion of the Project (to the extent not previously paid or subject to a good faith dispute) as its sole and exclusive remedy for such termination: (a) Cost of Work and Design-Builder's General Conditions performed through the date of termination in accordance with the schedule of values; (b) the reasonable costs incurred by Design-Builder in the performance of its obligations under Section 11.6.2 above resulting directly from such termination, including all actual and reasonable demobilization costs and amounts due in settlement of terminated Subcontracts; and (c) a fair and reasonable portion of Design-Builder's Fee attributable to the Work performed on the terminated portion of the Work up to the time of termination. Design-Builder shall not be entitled to recover Design-Builder's Fee, Design-Builder's General Conditions, or any other overhead or profit on unperformed portions of the Work. In no case shall Design-Builder or any other DB-Related Entity be entitled to anticipatory

or unearned profits, unabsorbed overhead, opportunity costs, or consequential or other damages as a result of a termination for convenience under this Section 11.6.

11.6.4 The obligation of Owner to pay amounts due in settlement of Subcontracts under Section 11.6.3 above shall be limited to the reasonable costs incurred by Design-Builder in settling and closing out Subcontracts that Owner does not elect to have assigned to it under Section 11.6.3 above and shall be subject to cost substantiation. Any convenience termination settlement payment under any Subcontract shall be calculated in the same manner as provided in Section 11.6.3 above with respect to the convenience termination settlement payment to Design-Builder.

11.6.5 The total sum to be paid to Design-Builder under Section 11.6.3 above shall not exceed the total GMP as reduced by the amount of payments otherwise made and as further reduced by the price of Work not terminated.

11.7 Right to Contract with Design Consultants.

11.7.1 In addition to any other rights available to Owner under the Contract Documents, Owner shall have the right to contract with Design Consultants in accordance with Section 11.4 of the Agreement if it terminates Design-Builder under either Sections 11.2 or 11.6 above.

11.8 Termination for Non-Appropriation of Funds.

11.8.1 The Agreement is conditioned upon an annual appropriation made by Owner's Board of Directors of funds sufficient to pay the compensation due Design-Builder under the Agreement. If such an appropriation is not made in any fiscal year, and Owner lacks funds from other sources to pay the compensation due under the Agreement, Owner will be entitled, at the beginning of or during such fiscal year, to terminate the Agreement. In that event, Owner will not be obligated to make any payments under the Agreement beyond the amount properly appropriated for Agreement payments in the immediately prior fiscal year. Owner will provide Design-Builder written notice of termination of the Agreement due to the non-appropriation of funds at least fifteen (15) calendar days before the effective date of the termination. However, Owner's failure to provide such notice will not extend the Agreement into a fiscal year in which funds for Agreement payments have not been appropriated.

Article 12
Electronic Data

12.1 Electronic Data.

12.1.1 The Parties recognize that Contract Documents, including drawings, specifications and three-dimensional modeling (such as Building Information Models) and other Work Product may be transmitted among Owner, Design-Builder and others in electronic media as an alternative to paper hard copies (collectively "Electronic Data").

12.2 Transmission of Electronic Data.

12.2.1 Owner and Design-Builder shall agree upon the software and the format for the transmission of Electronic Data. Each Party shall be responsible for securing the legal rights to access the agreed-upon format, including, if necessary, obtaining appropriately

licensed copies of the applicable software or electronic program to display, interpret and/or generate the Electronic Data.

12.2.2 Neither Party makes any representations or warranties to the other with respect to the functionality of the software or computer program associated with the electronic transmission of Work Product. Unless specifically set forth in the Agreement, ownership of the Electronic Data does not include ownership of the software or computer program with which it is associated, transmitted, generated or interpreted.

12.2.3 By transmitting Work Product in electronic form, the transmitting Party does not transfer or assign its rights in the Work Product. The rights in the Electronic Data shall be as set forth in Article 7 of the Agreement. Under no circumstances shall the transfer of ownership of Electronic Data be deemed to be a sale by the transmitting Party of tangible goods.

12.3 Electronic Data Protocol.

12.3.1 The Parties acknowledge that Electronic Data may be altered or corrupted, intentionally or otherwise, due to occurrences beyond their reasonable control or knowledge, including but not limited to compatibility issues with user software, manipulation by the recipient, errors in transcription or transmission, machine error, environmental factors, and operator error. Consequently, the Parties understand that there is some level of increased risk in the use of Electronic Data for the communication of design and construction information and, in consideration of this, agree, and shall require their independent contractors, Subcontractors and Design Consultants to agree, to the following protocols, terms and conditions set forth in this Section 12.3.

12.3.2 Electronic Data will be transmitted in the format agreed upon in Section 12.2.1 above, including file conventions and document properties, unless prior arrangements are made in advance in writing.

12.3.3 The Electronic Data represents the information at a particular point in time and is subject to change. Therefore, the Parties shall agree upon protocols for notification by the author to the recipient of any changes which may thereafter be made to the Electronic Data, which protocol shall also address the duty, if any, to update such information, data or other information contained in the electronic media if such information changes prior to Final Completion of the Project.

12.3.4 The transmitting Party specifically disclaims all warranties, expressed or implied, including, but not limited to, implied warranties of merchantability and fitness for a particular purpose, with respect to the media transmitting the Electronic Data. However, transmission of the Electronic Data via electronic means shall not invalidate or negate any duties pursuant to the applicable standard of care with respect to the creation of the Electronic Data, unless such data is materially changed or altered after it is transmitted to the receiving Party, and the transmitting Party did not participate in such change or alteration.

Article 13
Miscellaneous

13.1 Confidential Information.

13.1.1 Confidential Information is defined as information which is determined by the transmitting Party to be of a confidential or proprietary nature and: (a) the transmitting Party identifies as either confidential or proprietary; (b) the transmitting Party takes steps to maintain the confidential or proprietary nature of the information; and (c) the document is not otherwise available in or considered to be in the public domain. The receiving Party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

13.1.2 Design-Builder may share Confidential Information with the other DB-Related Entities as appropriate for the procurement and execution of the Work.

13.1.3 The confidentiality obligations herein shall expire within three (3) years of the Final Completion Date.

13.2 Assignment.

13.2.1 Neither the Agreement nor any right, privilege, delegation, or interest thereunder may be assigned or transferred in whole or in part by Owner or Design-Builder without the prior written consent of the other Party, and any attempted assignment or transfer without such written consent shall be void, except as set forth in Section 13.2.2 below.

13.2.2 Notwithstanding the above, Design-Builder's consent of Owner's assignment or transference shall not be required for assignments relating in any way to the financing of the Agreement, Work or Project. Design-Builder shall execute such assignments, consents, and other documents as may be reasonably requested to give effect to or implement any assignment or conveyance of the Agreement or any right, privilege, delegation, or interest thereunder.

13.3 Successorship.

13.3.1 Design-Builder and Owner intend that the provisions of the Contract Documents are binding upon the Parties, their employees, agents, heirs, successors and permitted assigns.

13.4 Governing Law.

13.4.1 The Agreement and all Contract Documents shall be governed by the laws of the State of California, without giving effect to its conflict of law principles.

13.5 Severability.

13.5.1 If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the

Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

13.6 No Waiver.

13.6.1 The failure of either Design-Builder or Owner to insist, in any one or more instances, on the performance of any of the obligations required by the other under the Contract Documents shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

13.7 Sovereign Immunity.

13.7.1 Notwithstanding any other provision of the Contract Documents to the contrary, nothing in the Contract Documents nor any action taken by Owner pursuant to the Contract Documents nor any document which arises out of the Contract Documents shall constitute or be construed as a waiver of the sovereign immunity of Owner, or of its elected and appointed officials, officers and employees.

13.8 Headings.

13.8.1 The headings used in these General Conditions of Contract, or any other Contract Document, are for ease of reference only and shall not in any way be construed to limit or alter the meaning of any provision.

13.9 Amendments.

13.9.1 The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each Party.

13.10 Notice of Labor Disputes.

13.10.1 Whenever Design-Builder has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of the Agreement, Design-Builder shall immediately give notice thereof, including all relevant information with respect thereto, to Owner.

END OF GENERAL CONDITIONS OF CONTRACT

	Orange County Mosquito and Vector Control District	
	AGENDA ITEM G.4	**Date**
	Prepared By: Lora Young, District Manager **Submitted By:** Lora Young, District Manager	March 19, 2026

Agenda Title:

Receive and File Board President Ruesch Creates Ad hoc Committee to Advise on Phase 1 of District Facility Project

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Recommended Action:

This item is information only, no action is required. Receive and file.

Summary:

The District will be starting Phase 1 of the Progressive Design-Build project, which focuses on project validation, early design development, cost estimating, and scope refinement. During this phase, the selected design-build team will work collaboratively with District staff to confirm project goals, refine design concepts, and develop a detailed project scope and price prior to moving into final design and construction. Phase 1 involves multiple decision points that may include evaluation of design concepts, project scope alignment, and cost validation—regular communication between staff and representatives of the Board of Trustee is critical to ensure the project remains aligned with the Board's priorities and the District's operational needs.

Given the pace and complexity of this process, staff anticipates frequent meetings and workshops with the design-build team to review progress and evaluate options. In some instances, project direction or feedback from the ad hoc committee may be needed within relatively short timeframes to keep the design process moving forward and avoid delays to the project schedule.

An Ad Hoc Committee will be structured with two members of the Budget and Finance Committee and two members of the Building, Property, and Equipment Committee. When possible, the Ad Hoc Committee will meet virtually to allow for more expedited scheduling. The Ad Hoc Committee will report out any significant recommendations or actions at the next scheduled Board of Trustees meeting.

The Ad Hoc Committee structure is considered the most effective structure for focused Board engagement during this collaborative design and validation during Phase 1 of the project. If members of the Budget and Finance Committee or the Building, Property and Equipment Committee are interested in serving on the Ad Hoc Committee, they are encouraged to express their interest to the Board President.

Strategic Plan Compliance: Strategic Plan 4. Modern infrastructure and tools.

4.2: Identify long-term facility and building needs and solutions.

Fiscal Impact:
What Amount is being requested? None
Is the Amount Requested Budgeted in the Current Fiscal Year? No
If No, What Funds Are Requested? None

Exhibits:

	Orange County Mosquito and Vector Control District	
	AGENDA ITEM G.5	**Date**
	Prepared By: Tan Nguyen, Director of Finance **Submitted By:** Lora Young, District Manager	March 19, 2026

Agenda Title:

Receive and File Fiscal Year 2026/27 Updated Budget Preparation Schedule

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Recommended Action:

Receive and file.

Summary:

The Fiscal Year 2026-27 Operating and Capital Improvement Program budget is currently in development. The budget schedule is as follows:

Thursday April 23, 2026
Electronic Distribution of Proposed 2026-27/27-28 Budget

Wednesday May 6, 2026, 11:30 AM
OCMVCD Special Meeting: Budget Presentation

Tuesday May 12, 2026, 11:30 AM
OCMVCD Special Meeting: Budget Presentation

Thursday May 21, 2026, 3:00 PM
Board Meeting: Adoption of 2026-27/27-28 Budget

Previous Relevant Board Actions for This Item:

Annual report

Strategic Plan Compliance: 5. Financial Sustainability: 5.1: Conduct revenue assessment to determine long-term financial needs

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Fiscal Impact:
What Amount is being requested?
Is the Amount Requested Budgeted in the Current Fiscal Year?
If No, What Funds Are Requested?

Exhibits:

	Orange County Mosquito and Vector Control District	
	AGENDA ITEM G.6	**Date**
	Prepared By: Tawnia Pett, Executive Assistant/Clerk of the Board **Submitted By:** Lora Young, District Manager	March 19, 2026

Agenda Title:

Receive and File Statement of Economic Interests 700 Forms

Recommended Action:

Receive and file

Summary:

Each trustee is required to complete a Statement of Economic Interests Form 700 by April 1, 2026. (Please note there are penalties for late filing). The cover page of the form 700 must have an original signature in blue ink. Trustees may obtain the form and additional information online at http://www.fppc.ca.gov/Form700.html or file electronically as indicated below.

Electronic Filing: All trustees should have received information from the Clerk of the Board of Supervisors regarding filer instructions for electronically filing their Statement of Economic Interests Form 700, including log-ins, IDs, and passwords. The link to this site is https://www.southtechhosting.com/OrangeCounty/eDisclosure/

Please contact Tawnia Pett if you have not received this information. Electronic filing is not mandatory.

Trustee Filing Disclosure is Category OC-1: All interests in real property in Orange County, as applicable, as well as investments, business positions, and sources of income (including gifts, loans, and travel payments) "Your Position" should be filed as "Board Trustee".

Previous Relevant Board Actions for This Item:

Annual action

Strategic Plan Compliance: 3. Team of the Future: 3.5: Increase engagement of the Board of Trustees with training, opportunities, and governance procedures.

Fiscal Impact:
What Amount is being requested?
Is the Amount Requested Budgeted in the Current Fiscal Year?
If No, What Funds Are Requested?

Exhibits:

Orange County
Mosquito and Vector Control District

A Public Health Agency Serving Orange County Since 1947

Conference and Meeting Report

Staff of the Orange County Mosquito and Vector Control District and its Board of Directors attend a variety of educational seminars, conferences and symposia annually. This report provides a summary of the event attended, and the organizational value of that attendance to the District.

Staff Name and Title: Michael V. Saba

Name of Conference/Event: Aquaculture America 2026

Date: February 16-19, 2026

Location: Paris Las Vegas, Las Vegas, Nevada

I recently attended the Aquaculture America 2026 conference from February 16-19, 2026, in Las Vegas, Nevada. This is one of the largest and venerable aquaculture conferences in the world, offering a wide range of topics and sessions, including: fish physiology, shellfish, algae, legislative and regulatory updates in aquaculture, feed ingredients, food supplements and gut health, fish nutrition, finfish diseases, recirculating aquaculture systems (RAS) design and engineering, fish and aquatic animal health, finfish genetics-selection-genomics, aquaculture 101, offshore aquaculture, integrated multi-trophic aquaculture (IMTA), water quality, innovations in aquaculture technology, economics and markets, ecology-environment, women and diversity in aquaculture, invasive species, climate change impacts, aquaponics and bioflocs, aquaculture education and outreach, social dimensions in aquaculture, fish reproduction and endocrinology, and, most recently, AI Applications in Aquaculture. I attended numerous presentations each day from several of the topics listed above, engaged with numerous presenters, aquaculture professionals, and vendors, and arranged for several guest speakers to present at our upcoming MVCAC Mosquitofish and Biocontrol Subcommittee (Subcommittee) meetings. My attendance at this conference provided me with essential information, key resources, and professional networking opportunities that keep me deeply informed and connected to the field of aquaculture. Furthermore, my active involvement and longtime membership with the World Aquaculture Society (the creators of this US chapter meeting) has played a pivotal role in evolving my professional growth, applied skills, and knowledge.

Of all the presentations attended, I derived the most valuable and applicable information from finfish nutrition, finfish diseases, RAS design and engineering, fish and aquatic animal health, water quality, innovations in aquaculture technology, and aquaculture education and outreach. Our Program's key goal is to efficiently produce ample numbers of healthy, resilient, reproductively viable mosquitofish to meet Operation needs for the long-term reduction of immature mosquitoes. Insights learned from many of the finfish disease, nutrition, and aquatic

animal health presentations provided me with practical fish feeding and feed ingredient updates that can easily and cost effectively be integrated into our Program to improve the health and resilience of mosquitofish. In addition, information gained from water quality and innovations in aquaculture sessions inspired me to revisit and improve a protocol that will lead to improved fish production and less water use. Finally, observing the education and outreach content fortified me with fresh ideas and effective strategies for renovating the mosquitofish and biocontrol section of our District's website, so our end-users may more easily access and benefit from improved information and resources pertinent to Program function and goals. The quality and content of aquaculture presentations and workshops at this event were exceptional. I am excited to assimilate this information learned into Program improvements and advancements.

Lastly, I had the opportunity to observe emerging aquaculture technology and resources, meet and have thoughtful dialogue with presenters, and invite and book guest presenters to speak to the MVCAC Subcommittee about various, pertinent aquaculture topics. Noteworthy technological advancements and equipment observed at this conference included: improved methods for large-scale algae and biosolids removal, improved oxygen generation systems, alternative protein feeds and feed supplements, biosecurity and bioinformatics consultation, fish selective breeding & genetics resources, enhanced water quality collection kits, tank system design and flow advancement, and improved water pump and circulation technologies. I am currently in communication with several presenters and product vendors to discuss and assess how some of these technologies, equipment, and various applications may best be incorporated into our current Program to improve fish diet, fish growth, fish health, system design, and efficiency. I have also booked three vendors to speak at upcoming Subcommittee meetings, addressing topics such as biofiltration and system design, water quality optimization, and fish feeding principles and feed rate management. My exposure to these advancements in aquaculture, discussions with presenters/attendees, and interactions with additional vendors greatly benefits our Program and gives me the opportunity to share this information with my statewide colleagues in the Subcommittee.

I hope to have the opportunity to continue attending Aquaculture America. This conference is an essential platform and vital resource for any aquaculture professional. I look forward to incorporating what I have learned at this conference into our Program.

Date: February 27, 2026 Signed: MV Saba

Dept Mgr Signature: Amber Semrow Print Name: Michael V. Saba

Orange County
Mosquito and Vector Control District

A Public Health Agency Serving Orange County Since 1947

Conference and Meeting Report

Staff of the Orange County Mosquito and Vector Control District and its Board of Trustees attend a variety of educational seminars, conferences and symposia annually. This report provides a brief summary of the event attended, and the organizational value of that attendance to the District.

Trustee Name and City: Ariana Arestegui, Garden Grove

Name of Conference/Event: MVCAC 94th Annual Conference

Date: February 1-3, 2026

Location: Rancho Mirage, California

I attended the 94th Annual Mosquito and Vector Control Association of California Annual Conference in Rancho Mirage from February 1, 2026, through February 3, 2026. I was joined at this event by Trustee Peggy Huang of the city of Yorba Linda, District Manager Lora Young, Executive Assistant and Clerk of the Board Tawnia Pett, and several members of the Orange County Mosquito and Vector Control District.

The conference began with a Trustee Training and Coachella District Tour. On our tour, we visited the Coachella Valley Lab and Drone Hangar. Both Coachella Valley and Orange County offer similar functions for their communities; however, their inland location and proximity to agriculture created a different set of conditions for them to tackle.

A fascinating distinction between the Coachella program and our OC program is their need to account for the hot, rapidly changing climate of the desert. Technicians in Coachella must haul an additional air-conditioned trailer when they conduct drone operations in order to maintain the temperature of their batteries in an air-conditioned unit to prevent overheating and also prevent batteries from draining.

I also found their community outreach team's use of the Loteria game as an educational tool for children to be a delightful way to ease kids into learning about vectors. Much like our own communications team, the Coachella staff also had dedicated staff who enjoy creating social media content. They displayed their various tools of the trade and explained how they use the different mics, tripods, and cameras.

We closed the evening with a visit to the Exhibit Hall, where various presentations and organizations had displays for attendees. Over the next two days, several presenters would make presentations about the research displayed on the posters in the Hall.

On Monday, we began with a Plenary Session and a presentation from the California Department of Public Health on their One Health model, an interdisciplinary view on health that looks at our health in relation to our ecosystem. This theory provided a framework that allowed us to look at the way humans, vectors, and disease interact, and served as a launch pad for conversations on some familiar diseases like West Nile and Rocky Mountain Spotted Fever.

The afternoon presentations featured OCMVCD's own Anthony Delira discussing "Flea-Borne Typhus – Sustainable Approaches and Shared Responsibility". Anthony shared methods used by out techs to minimize the activity of pests and highlighted the success in collaborating with local school districts to reduce vector activity at school sites.

Laura Kruger also presented on the topic of flea-borne typhus, with her presentation "Best Management Practices for Feral Cats in Communities with Flea-Borne Typhus." Laura's presentation shared recommendations for cat release programs, using Garden Grove's Return to Field Program as an example of ways to decrease feral cat populations.

In the evening, Tyler Mehrbrodt presented on OCMVCD's Tick Surveillance Program. During his presentation, I learned that we collect ticks from lizards by noosing them. The system relies on a pole with a braided fishing line at the end. So long as you have a fishing license, you can volunteer to catch these lizards. Tyler's work in Laguna Beach was fascinating to me, as the areas where the collection was conducted are familiar hiking trails.

On Tuesday, the morning sessions discussed the use of technology in our vector control districts. Luan Ngo and Tawnia Pett from OCMVCD co-presented on the use of technology to improve "Trustee Oversight and Board Governance." I was impressed to learn about the steps they had taken to ensure the agency is compliant with state law and is efficient in its attendance keeping and reporting. In other presentations during that block, we also learned about various AI integrations to improve community response, as well as fleet upgrades to make Vector operations more carbon-neutral.

Later that evening, the San Gabriel Valley Mosquito Vector Control District shared its methodology for conducting SIT outreach on a budget. This was one of the most interesting presentations to me as it showed how their team was able to deliver messaging to their community and quickly pivot when faced with rapidly changing conditions on the ground. SGVMVCD sought to measure the attitudes of their community towards Sterile Insect Techniques (SIT). They conducted outreach in various locations in the community and provided incentives such as goodie bags. Their methodology had to change at one point due to a shift in the local environment and concerns over public safety at community gatherings. Instead of tabling at events, they then started going door-to-door, leaving door hangers.

They discovered that the broader community had little awareness about SIT and was largely unaware of the existence of their vector department. However, they also discovered that the community was largely supportive of taking innovative steps to address the issues caused by mosquitoes. Ultimately, SGVMVCD was able to gain a broader understanding of the community and improve how they engaged with the community.

Date: March 3, 2026

Ariana Arestegui

Signed:

Print Name: Ariana Arestegui

Orange County
Mosquito and Vector Control District

A Public Health Agency Serving Orange County Since 1947

Conference and Meeting Report

Staff of the Orange County Mosquito and Vector Control District and its Board of Trustees attend a variety of educational seminars, conferences and symposia annually. This report provides a brief summary of the event attended, and the organizational value of that attendance to the District.

Staff Name and Title: Jerry Sims - Director of Operations

Name of Conference/Event: 94th Annual MVCAC Conference

Date: February 1st – 3rd, 2026

Location: Omni Rancho Las Palmas, Rancho Mirage, CA

Dr. Cheryl Strand (DVM, PhD) presented at the plenary session on One-Health strategies as it relates to vector control issues. One-Health strategies recognize that human, animal, and environmental health are interconnected and addresses vector-borne diseases through coordinated, multi-agency action. This approach integrates public health, veterinary, environmental, agricultural, and community stakeholders to reduce vector populations and interrupt disease transmission while minimizing ecological harm. Community engagement, risk communication, and policy alignment are central to ensuring sustainable behavior change and durable, long-term solutions. Such an approach is particularly relevant to addressing Flea-Borne Typhus issues in Orange County. By negotiating formal agreements and refining outreach strategies with all stakeholders such as animal care agencies, health care providers, veterinary staff and mobile home park management, greater awareness and sustainable control practices may be achieved.

Joseph Burns (CDPH Senior Public Health Biologist) presented an overview of a 2025 cluster of hantavirus pulmonary syndrome (HPS) in Mammoth Lakes, CA. Three local residents who lived and worked in the town died from the rodent-borne virus, all in the first months of the year. HPS has a mortality rate of 30%-40% in the United States despite medical care. The disease occurs through exposure to deer mice droppings and saliva. Deer mice are common throughout CA including Orange County although in OC they are more common in truly rural or undeveloped areas (cabins, outbuildings, etc.). The presentation highlighted the importance of sanitation for preventing hantavirus because it reduces food sources and nesting materials that attract deer mice, lowering the chance of rodent infestations in and around structures. Proper cleaning and safe disposal of rodent droppings is essential in minimizing the risk of inhaling virus particles that can become airborne when contaminated areas are disturbed. Such practices align with Integrated Vector Management practices, addressing the root causes of infestation rather than relying solely on reactive control measures.

Vanessa Lomeli Vargas (Greater Los Angeles VCD) presented an overview of locally-acquired dengue fever cases in Los Angeles County. Public health officials documented 14 locally-transmitted cases, far more than in prior years and including a small cluster of infections in Baldwin Park. The surge in cases presented a wide range of operational challenges such as scaling up mosquito surveillance and control in densely populated urban neighborhoods; addressing through inspections or outreach the thousands of small, cryptic breeding sources typical of *Aedes aegypti* (e.g., yard containers, plant saucers, neglected properties); overcoming limited access to private properties; managing increased public concern and media attention; coordinating timely case investigations with public health departments and balancing staff, budget, and equipment constraints while maintaining routine control of other vectors such as West Nile virus–carrying mosquitoes. As of 2026 there have been no documented cases of locally-acquired dengue in Orange County. Lessons learned from the experience of neighboring Districts will greatly inform response activity when a locally-acquired dengue case in Orange County inevitably occurs.

Date: 02/12/2026 Signed: *Jerry Sims*

Dept Mgr Signature: _____ Print Name: Jerry Sims

Orange County
Mosquito and Vector Control District

A Public Health Agency Serving Orange County Since 1947

Conference and Meeting Report

Staff of the Orange County Mosquito and Vector Control District and its Board of Trustees attend a variety of educational seminars, conferences and symposia annually. This report provides a brief summary of the event attended, and the organizational value of that attendance to the District.

Staff Name and Title: Lora Young, District Manager

Name of Conference/Event: MVCAC Annual Conference

Date: February 1-4, 2026

Location: Rancho Mirage, California

The 94th Annual Conference of the Mosquito and Vector Control Association of California (MVCAC) is a meeting for vector control professionals, public health leaders, researchers, trustees, and industry partners from across the state. This is an opportunity to not only network but learn from other organizations across California. The theme for this years conference was *"One Health, One Fight: Connecting Vector Control to Global Health,"* the conference emphasized the interconnected relationship between environmental health, animal health, and human health, and highlighted the critical role local vector control agencies play in protecting communities.

The plenary session served to set the tone of the conference with the keynote presentation reinforcing the concept of *One Health* and how to apply this in a practical framework, the speakers presented how looking at the totality of a situation which includes environmental, animal health and other factors can assist with addressing vector-borne disease threats.
The Plenary speakers focused on:

- **Interconnected Health Systems:** Vector-borne diseases such as West Nile virus, dengue, and other emerging pathogens demonstrate how environmental changes, animal hosts, and human populations are deeply linked. Effective surveillance and response require collaboration across public health, wildlife management, and environmental agencies.
- **Emerging Threats and Climate Impacts:** Presenters discussed how climate variability, global travel, and urbanization continue to expand the range and seasonality of mosquito species. This evolving landscape demands proactive planning, data-driven decision-making, and adaptable operational strategies.
- **Community Engagement and Public Trust:** A strong emphasis was placed on communication and transparency. Public understanding of vector control efforts directly impacts program effectiveness, particularly when implementing control measures or responding to outbreaks.

I attended several educational sessions, however a few of these sessions had some key takeaway points:

- Districts are using and increasing integrated vector management practices approach to create long term solutions to routine problems.
- The use of AI and other technologies can help field inspectors to triage problems and create a more streamline workflow, however, there is still the need to have the human element to oversee the technology.
- Funding is an emerging issue for many vector control agencies, as the work increases due to new and emerging diseases and natural disasters, several agencies are looking to determine how and where alternate funding can be found.
- SIT is an emerging technology, and new vendors are creating a low cost and reducing labor intensity of the SIT technology. This can present an opportunity where sterile males will be a product which can be purchased and used similar to other products used by vector control agencies.

Overall, the conference provided a great opportunity to get a snapshot into what other organizations are working on and make more connections to learn more.

Date: 2/23/2026

Signed: Lora Young

Print Name: Lora Young

Orange County
Mosquito and Vector Control District

A Public Health Agency Serving Orange County Since 1947

Conference and Meeting Report

Staff of the Orange County Mosquito and Vector Control District and its Board of Trustees attend a variety of educational seminars, conferences and symposia annually. This report provides a brief summary of the event attended, and the organizational value of that attendance to the District.

Staff Name and Title: Tawnia Pett, Executive Assistant/Clerk of the Board

Name of Conference/Event: MVCAC Annual Conference

Date: February 1-4, 2026

Location: Rancho Mirage, CA

I attended the MVCAC annual conference and there were a number of topics that were very interesting. The opening session's theme was "One Health" and it really struck a chord. Logically, public health should be a cross-agency collaboration but the speakers showed how siloed the medical profession, veterinary, mosquito control, ecologists, etc. are. They all "stay in their lane" and how detrimental that can be when trying to discover the cause of an outbreak, or the opportunity for control of a situation when it arises. By bringing more agencies to the table, particularly those that may not initially appear to share a common agenda, it becomes clear that each plays a critical role. Together, they form the interconnected pieces needed to understand the full picture of the situation.

I had the opportunity to present during the IT symposia with Luan Ngo, OCMVCD Director of IT. We presented on the Trustee database that he has developed. By showing other agencies what can be made, it will show them what can be created to make the interaction between clerks and trustees/appointing agencies that much more efficient. The presentation was well received by the audience and I received many compliments on the project. In the symposia there was another presentation I thought was very interesting. A district is using an AI chat bot to interact with the public online and on the phone. While the system still has bugs, it is something that will become more common in the future and something the district could consider adopting once the initial bugs are worked out. The most interesting thing to me is that the chat bot can converse with the public in 72 languages. That is a great tool that can be used on the phone, for correspondence, agenda packets, and other ways we increase communication to the public in the future once the program is more accurate and efficient.

Date: February 6, 2026 Signed: Tawnia Pett

Dept Mgr Signature: Lora Young Print Name: Tawnia Pett

Orange County
Mosquito and Vector Control District

A Public Health Agency Serving Orange County Since 1947

Conference and Meeting Report

Staff of the Orange County Mosquito and Vector Control District and its Board of Trustees attend a variety of educational seminars, conferences and symposia annually. This report provides a brief summary of the event attended, and the organizational value of that attendance to the District.

Staff Name and Title: Jerry Sims - Director of Operations

Name of Conference/Event: 94th Annual MVCAC Conference

Date: February 1st – 3rd, 2026

Location: Omni Rancho Las Palmas, Rancho Mirage, CA

Dr. Cheryl Strand (DVM, PhD) presented at the plenary session on One-Health strategies as it relates to vector control issues. One-Health strategies recognize that human, animal, and environmental health are interconnected and addresses vector-borne diseases through coordinated, multi-agency action. This approach integrates public health, veterinary, environmental, agricultural, and community stakeholders to reduce vector populations and interrupt disease transmission while minimizing ecological harm. Community engagement, risk communication, and policy alignment are central to ensuring sustainable behavior change and durable, long-term solutions. Such an approach is particularly relevant to addressing Flea-Borne Typhus issues in Orange County. By negotiating formal agreements and refining outreach strategies with all stakeholders such as animal care agencies, health care providers, veterinary staff and mobile home park management, greater awareness and sustainable control practices may be achieved.

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Date: 02/12/2026 Signed: *Jerry Sims*

Dept Mgr Signature: _____ Print Name: Jerry Sims

Orange County
Mosquito and Vector Control District

A Public Health Agency Serving Orange County Since 1947

Conference and Meeting Report

Staff of the Orange County Mosquito and Vector Control District and its Board of Directors attend a variety of educational seminars, conferences and symposia annually. This report provides a brief summary of the event attended, and the organizational value of that attendance to the District.

Staff Name and Title: Michael DuBose - Operations Supervisor

Name of Conference/Event: 94th Annual MVCAC Conference

Date: February 1st - 3rd , 2026

Location: Omni Rancho Las Palmas, Rancho Mirage, California

The Mosquito and Vector Control Association of California (MVCAC) held its 94th Annual Conference in Rancho Mirage, California. This year's conference theme was "One Health, One Fight: Connecting Vector Control to Global Health." The theme highlighted the collaboration between people, animals, and the environment to advance global health challenges. MVCAC President Paula Macedo, DVM, PhD welcomed attendees at the plenary session. Cheryl Stroud, DVM, PhD, delivered a presentation titled "What is One Health and why does it matter to 'you'?" Dr. Stroud outlined that One Health is a framework seeking a balanced health approach between ecosystems and its inhabitants. Organizations must create strategic partnerships to connect and educate on One Health.

San Gabriel Valley MVCD's Director of Operations Gilbert Holguin presented "Eaton Fire Field Operations: Innovation Through Teamwork in Post-Fire Mosquito Control." Director Holguin outlined their District's response to the fire which resulted in 2,895 non-operations pools. The District outlined a response strategy and prioritized visits based on the pools' proximity to the burn site. To prevent mosquitoes, staff innovated custom floats to effectively deploy public health pesticides. Staff modified the work vehicles with bench seats for added safety and efficiency. Through innovation and strategy, staff responded to the highest priorities and provided mosquito control to more than 1,400 non-operational pools following the Eaton Fire.

Delta MVCD's Biologist Mark Nakata presented "Early or Late? Evaluating Areawide Larvicide Application Timing Across Mosquito Growth Stages." The purpose was to determine the efficacy of early interventions on *Aedes aegypti* populations utilizing the Wide Area Larvicide Spray (WALS). The evaluation consisted of open field trials, larval cup assays, and adult mosquito surveillance using BG Sentinel Traps with CO_2. Six residential sites were selected for the study using Altosid SR-20 at .75 oz. per acre with an A1 Super Duty Sprayer. The WALS treatments were scheduled once weekly for four weeks. Two areas were treated in May, two were treated

in June, and two control sites were selected. The study's control sites collected the highest abundance of adult mosquitoes. The June WALS treatments yielded a 21% reduction in female *Aedes aegypti*; the May treatments resulted in a 28% reduction.

The MVCAC conference provided a great opportunity to learn and network with staff. I valued a follow-up discussion with San Gabriel Valley MVCD staff on their mosquito control response to the Eaton Fire. Director of Operations Gilbert Holguin commented on their District's strategies and innovations, which provided insights into emergency mosquito response. I appreciated visiting the poster area to learn about helminth parasites from Orange County MVCD's Vector Ecologist Laura Krueger. The District molecularly identified helminth species from roof rats not previously found in Orange County. The helminths were determined to present a low public health risk to OC residents.

Date: February 17, 2026 Signed: Michael DuBose

Dept Mgr Signature: Jerry Sims Print Name: Michael DuBose

Orange County
Mosquito and Vector Control District

A Public Health Agency Serving Orange County Since 1947

Conference and Meeting Report

Staff of the Orange County Mosquito and Vector Control District and its Board of Directors attend a variety of educational seminars, conferences and symposia annually. This report provides a brief summary of the event attended, and the organizational value of that attendance to the District.

Staff Name and Title: Anthony De Lira - Vector Reduction Coordinator

Name of Conference/Event: 94th Annual MVCAC Conference

Date: February 1st – 3rd, 2026

Location: Omni Rancho Las Palmas, Rancho Mirage, CA

The 2026 MVCAC conference took place in Rancho Mirage, CA from February 1st to February 3rd. The conference marked the 94th Annual Meeting, in which the focus was to discuss vector control with a unifying theme of One Health. Aiming to unite and increase collaborative and strategic efforts for disease prevention and public health protection. This conference provides a gathering for all aspects of vector control activities, to discuss strategies, emerging technologies, communications, and vector control operations. The objective is to continue to provide the highest level of protection towards public health.

There were many speakers, presenters, and vector control professionals attending this event. I truly found all the presentations informative, and educational. The Contra Costa Mosquito and Vector Control District provided a presentation on building a mobile drone treatment program. They created an efficient, replicable drone program. The program is designed on simplicity and mobility in a self-sustainable package. Utilizing a Ford F-150 Lightning (electric truck) they can charge the drones batteries in the field, all while utilizing the drone as needed. They created a self-sufficient mobile system that enables them to implement the drone on a constant and regular basis.

Another presentation I found interesting is the implementation of Artificial Intelligence (AI). AI is longer a future technology; it is now available as a useful tool to make your department or district better. AI can enable vector control agencies to apply all forms of data in the interest of public health protection. AI can enhance data entry tasks and streamline data collecting. Alameda County Mosquito Abatement District is utilizing AI as a form of risk analysis, to provide insight on strategic plans for mosquito and vector control operations.

Date: 02/12/2026 Signed: Anthony De Lira

Dept Mgr Signature: Jerry Sims Print Name: Anthony De Lira

Orange County
Mosquito and Vector Control District

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Conference and Meeting Report

Staff of the Orange County Mosquito and Vector Control District and its Board of Trustees attend a variety of educational seminars, conferences and symposia annually. This report provides a brief summary of the event attended, and the organizational value of that attendance to the District.

Staff Name and Title: Carlos Martinez Inspector III

Name of Conference/Event: 94th Annual MVCAC Conference

Date: February 1- February 3, 2026

Location: Omni Rancho Las Palmas, Rancho Mirage, California

The 94th Annual MVCAC Meeting featured a series of informative and engaging presentations that highlighted current issues and advancements in vector control. The theme of this year's plenary session, *One Health and Why It Matters to Us All*, underscored the critical importance of interconnectedness in protecting both human populations and the environment from emerging diseases and disasters. Presentations throughout the session reinforced the continued necessity of interagency collaboration to effectively address these complex challenges.
Over the subsequent two days, I attended multiple symposiums covering a wide range of topics, including the 2024 surge in dengue cases among humans, the application of residual methoprene for mosquito control in Fresno County rice fields, and proven GIS data management practices, among others. Of particular relevance to my role as a field operator was a presentation delivered by Gilbert Holquin of the San Gabriel Valley Mosquito and Vector Control District.

Mr. Holquin detailed the district's operational response following the Eaton Fire in early 2025, which devastated residential areas within the district's jurisdiction, destroying infrastructure and rendering thousands of properties uninhabitable. As a result, approximately 1,400 swimming pools were left untreated, creating ideal breeding conditions for mosquitoes. Mr. Holquin and his team devised innovative treatment methods utilizing mesh bags and pool noodles to ensure larvicidal products remained effectively suspended across the pool surface. This approach demonstrated remarkable creativity and adaptability under challenging circumstances.
This presentation was particularly significant to my work, as Orange County has experienced similar conditions following brush fires. Understanding how other districts develop and implement innovative field strategies offers valuable perspectives for enhancing our own operational effectiveness in comparable situations

Date: 2/20/26

Signed: Carlos Martinez

Dept Mgr Signature: Jerry Sims

Print Name: Carlos Martinez

Orange County
Mosquito and Vector Control District

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Conference and Meeting Report

Staff of the Orange County Mosquito and Vector Control District and its Board of Trustees attend a variety of educational seminars, conferences and symposia annually. This report provides a brief summary of the event attended, and the organizational value of that attendance to the District.

Staff Name and Title: Matt Eseltine - Inspector III

Name of Conference/Event: 94th Annual MVCAC Conference

Date: Feb 1st-3rd, 2026

Location: Omni Rancho Las Palmas, Rancho Mirage, CA

While attending the 2026 MVCAC event, I was able to strengthen existing professional contacts and establish new ones. These are important as collaborative talks are easier and more valuable if the people know each other and understand what role they play at their respective organizations.

As for knowledge gained, there were many talks, each being only 10 minutes each, but I will summarize high points here.

First, a concept, new to me, “One Health” was talked about. It is a vision of shared information and collaboration as it applies to public health and emerging threats. If Doctors of Medicine/Veterinary Science and Vector Control Districts remain in their information “silos” then emerging threats my get a stronger foothold in our society before being properly addressed. It is upon each specialization to ensure proper channels of communication are opened and maintained to recognize when a public health threat may need to be addressed by more than one organization.

Cemeteries can pose a threat to surrounding neighborhoods when flower holders are allowed to fill with water and plant material and not be treated. San Diego Vector Control had a mosquito pool test positive from a local cemetery. They conducted WALS treatments and were able to reduce the trap counts by 90%+. To me this seems like an efficient way to treat cemeteries that otherwise require manual treatment of hundreds or thousands of plant holders.

The Eaton fire left in its wake thousands of ruined and otherwise unmaintained pools. This posed a tremendous burden to the San Gabriel Vector Control District (SGVMVCD). However, within 30 days of the fire event, SGMVCD enacted a well thought out plan to tackle the issue. In collaboration with multiple agencies, they inspected and treated more than 2000 pools. They

did this with a combination of long-lasting pesticides and mosquito fish. This effort continues today as many pools remain inactive and carry the potential to breed many mosquitoes each.

I discovered that it is very rare for a bat to have rabies. Despite this, it is wise to never handle bats on your own, call a professional.

Hantavirus is a serious and possibly deadly virus. There have been several notable outbreaks associated with camping facilities over the years. Most notably in Yosemite National Park. Strategies to monitor and mitigate this virus were discussed.

Flea-born Typhus is an emerging threat to the Southern California Region. As such, agencies like the OCMVCD have developed and implemented plans addressing this threat. We have a multi-step plan involving an initial survey of the target area to determine the presence of conditions conducive to harboring feral cats. We contact the effected individual (if permission is given). Also, we place signs and distribute literature to inform residents of the risks of typhus and how to protect themselves. All these strategies and others were discussed at the conference.

Tawnia Pett gave a talk about the custom database designed by our IT department that assists her in keeping track of important dates and events for our Board of Trustees. With this tool, she is able to easily keep track of these important dates and initiate actions that are required of her.

A local District gave a talk about building a self-sufficient mobile drone vehicle which can transport and charge a large drone. Eliminating the need to return to the office multiple times to keep the drone operating a full day.

Overall, the conference was well put together. It provided a great deal of useful information as well as ways to strengthen relationships with staff from other districts. I would recommend the MVCAC conference to anyone, if they can attend.

Date: February 17, 2026 Signed: Matt Eseltine

Dept Mgr Signature: Jerry Sims Print Name: Matt Eseltine

Orange County
Mosquito and Vector Control District

A Public Health Agency Serving Orange County Since 1947

Conference and Meeting Report

Staff of the Orange County Mosquito and Vector Control District and its Board of Trustees attend a variety of educational seminars, conferences and symposia annually. This report provides a brief summary of the event attended, and the organizational value of that attendance to the District.

Staff Name and Title: Miquel Jacobs, Director of Communications

Name of Conference/Event: MVCAC Annual Conference

Date: February 2-4, 2026

Location: Rancho Mirage, California

I attended the annual Mosquito and Vector Control Association of California (MVCAC) from February 2-4 in Rancho Mirage, Calif., and once again was able to take away numerous amounts of beneficial information for the Communications Department.

There were two specific symposium's this year catered to Communications – "Start Them Early! Vector Education In and Out of the Classroom" and "Buzz Off: Messaging".

The first symposium had speakers from the Metropolitan Mosquito Control District, UC Davis and the County of San Diego provide a lot of information on how their education programs work, how they continue to build engagement with students, and also how the UC Davis program is able to integrate interns into their yearly staffing. One interesting aspect of a school program was that at the end of each lesson, students watch as a mosquitofish is fed larvae, driving home that biological control aspect of mosquito prevention.

Additional information from the Messaging Symposium that was useful for our department was the use of SEMS to coordinate responses from state down to the local level, keeping flyers with basic information to prevent the need to continuously create new flyers with updated information, and templated emails for common questions.

Overall, I am thankful that I was able to attend the conference and learn valuable intel.

Date: February 5, 2026

Signed: Miquel Jacobs

Print Name: Miquel Jacobs

Orange County
Mosquito and Vector Control District

A Public Health Agency Serving Orange County Since 1947

Conference and Meeting Report

Staff of the Orange County Mosquito and Vector Control District and its Board of Trustees attend a variety of educational seminars, conferences and symposia annually. This report provides a brief summary of the event attended, and the organizational value of that attendance to the District.

Staff Name and Title: Brian Brannon, Public Information Officer

Name of Conference/Event: MVCAC Conference 2026

Date: February 2-3, 2026

Location: Omni Rancho La Palmas, Rancho Mirage, Calif.

The 94th Annual Mosquito and Vector Control Association of California (MVCAC) Conference & Exhibitor Showcase was an outstanding opportunity to hear about the latest studies and advancements for protecting residents from vectors and the diseases they can spread while also connecting with vector control communications colleagues from throughout the state.

The plenary session began by focusing in on the conference's title, "One Health, One Fight: Connecting Vector Control to Global Health." Cheryl Stroud, executive director of the One Health Commission, introduced us to the Centers for Disease Control and Prevention's (CDC) One Health program. One Health works at local, regional, national, and global levels to understand the interconnection between people, animals, plants, and our shared environment to work toward achieving optimal health outcomes. Although this is a tall order, utilizing a global, holistic approach to protecting people from diseases makes good sense and could make important contributions to protecting global health.

The quantity and quality of presentations at the conference was nothing less than impressive. One of the presentations that resonated the most with me was "Crisis Communication in Action: Vector Control's Eaton Fire Communications Strategy" by Pablo Cabrera of San Gabriel Valley Mosquito and Vector Control District (SGVMVCD). In the aftermath of the devastating Eaton fire of 2025, hundreds of abandoned pools created a dire health hazard due to widespread mosquito breeding. To educate residents and keep them informed, SGVMVCD created a one-stop web page where residents could access regularly updated information and resources. SGVMVCD didn't stop there; the District continued to share accurate information across multiple channels such as social media, news media, outreach events and printed materials to keep residents in the fire area safe and informed. Having a plan in place prior to the crisis contributed greatly to SGVMVCD's effective response.

I also enjoyed the Sacramento-Yolo Mosquito Control District presentation “The Buzz behind the Release: Public Outreach Strategies for a Sterile Insect Technique Pilot Program.” Sac-Yolo did an excellent job creating a targeted campaign to inform residents of their SIT program through a dedicated webpage, digital advertising and bilingual educational materials, including door hangers and fact sheets. To ensure unity of messaging, the Sac-Yolo Comms department conducted training sessions with its staff to ensure that operations, lab, and Comms staff spoke with one voice to residents, thereby strengthening their messages and eliminating the possibility of contradicting statements.

As always, the MVCAC Conference was a phenomenal professional learning, growth, and networking event for vector control professionals from throughout the state. I thank the Board of Trustees and the District for the opportunity to attend this year and look forward to the next opportunity to learn from, meet, and work with my colleagues across the board.

Date: 2/24/2026 Signed: Brian Brannon

Dept Mgr Signature: Miquel Jacobs Print Name: Brian Brannon

Orange County
Mosquito and Vector Control District

A Public Health Agency Serving Orange County Since 1947

Conference and Meeting Report

Staff of the Orange County Mosquito and Vector Control District and its Board of Trustees attend a variety of educational seminars, conferences and symposia annually. This report provides a brief summary of the event attended, and the organizational value of that attendance to the District.

Staff Name and Title: Amber Semrow, Director of Scientific Technical Services

Name of Conference/Event: Mosquito and Vector Control Association of California Annual Conference

Date: February 2-3, 2026

Location: Rancho Mirage, CA

The Mosquito and Vector Control Association of California's Annual Conference was informative and proved beneficial in making new connections with public health and industry colleagues. The year's plenary session was focused on a One Heath theme highlighting examples of the interconnectivity of human, animal, and environmental health. Presenter Kim Conway from the Californian Department of Public Health's Center for Environmental Health talk showcased several examples of collaborate interagency work that aimed to address disease outbreaks from across disciplines. I spoke with Dr. Conway after her talk to learn more about how she coordinated a One Health Working Group to conduct an emergency preparedness tabletop exercise to train regional agencies for a vector-borne emergency outbreak response. Her insights were invaluable and I will use them to pursue a similar effort here in southern California. There was a symposium on Sterile Insect Technique (SIT) in which several districts discussed results of trial they conducted using sterile irradiated mosquitoes or Wolbachia infected mosquitoes. Some trials also involved the use of pesticide products in addition to the SIT mosquitoes. Results were variable and costs of this emerging technology is still a barrier for broadscale use. Another standout session was about the mosquito control response related to the aftermath of the Eaton Fire. The San Garbriel Valley Mosquito and Vector Control District's team gave several talks on various aspects of the response their agency conducted. They had to develop new treatment methods for swimming pools in the burn area and ensure staff had proper safety equipment to work in toxic conditions. They were also successful in qualifying for FEMA funds to help offset the costs of the mosquito control treatment for thousands of swimming pools in the affected area. Their example sets a pathway for mosquito control funding considerations in future emergency scenarios. In addition, to many educational talks, attendance at the conference allowed me to network and discuss future collaborations my vector control colleagues and learn about new products on the market from vendors. I will apply the information I learned and the connections I made to improve programs services and strengthen collaborations for the District.

Date: 2/26/2026

Signed: *Amber Semrow*

Print Name: Amber Semrow

Orange County
Mosquito and Vector Control District

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Conference and Meeting Report

Staff of the Orange County Mosquito and Vector Control District and its Board of Trustees attend a variety of educational seminars, conferences and symposia annually. This report provides a brief summary of the event attended, and the organizational value of that attendance to the District.

Staff Name and Title: Laura Krueger, Vector Ecologist

Name of Conference/Event: Mosquito and Vector Control Association of California Annual Meeting

Date: February 2-3, 2026

Location: Rancho Mirage, CA

The Mosquito and Vector Control Association of California Annual Meeting in Rancho Mirage, CA was a wonderful conference with many opportunities to learn from MVCD's in the region about their mosquito control programs including sterile insect technique. The plenary session focused on One Health: the multidisciplinary approach designed to achieve optimal health outcomes by recognizing the interconnectedness of people, animals, plants and the shared environment. This session was relevant to the challenges with flea-borne typhus control in Orange County. Orange County does not have a formal One Health program and without a One Health focus, controlling diseases of animals that impact people can be challenging. Dr. Stroud shared the initiatives she led as part of the One Health Commission and the importance of bringing together stakeholders to impact change. After the symposium I met Dr .Kim Conway, CDPH One Health DVM, and look forward to working with her to advance One Health in Orange County. I participated in the poster session by presenting an infestation of Triatoma bugs in a home in Orange and also a poster detailing the detection of two helminth parasites in roof rats collected from Orange County. I also gave a presentation on the Best Management Practice Guidelines for Feral Cats from Communities impacted by flea-borne typhus. The presentation was well received, and I connected with MVCD's who are confronted with increasing human cases of FBT in their jurisdictions. I also attended the SIT symposiums and learned about the various SIT products available to purchase and apply: Wolbachia; irradiated and GMO and the efficacy and ease of use of the products. It was exciting to see the new technologies being utilized by MVCDs across California and I am better equipped to address questions from Orange County residents.

Date: February 19, 2026 Signed: Laura Krueger

Dept Mgr Signature: Amber Semrow Print Name: Laura Krueger

Orange County
Mosquito and Vector Control District

A Public Health Agency Serving Orange County Since 1947

Conference and Meeting Report

Staff of the Orange County Mosquito and Vector Control District and its Board of Directors attend a variety of educational seminars, conferences and symposia annually. This report provides a brief summary of the event attended, and the organizational value of that attendance to the District.

Staff Name and Title: Sokanary Sun, Vector Ecologist

Name of Conference/Event: MVCAC 2026

Date: February 1-3, 2026

Location: Omni Rancho Las Palmas, Rancho Mirage, CA

This is my 9th consecutive year attending the MVCAC annual conference. I greatly enjoyed and appreciated the three morning plenary speakers, all veterinarians, who all spoke about different components of the concept of One Health. Dr. Cheryl Stroud explained the concept of One Health and why it is important to people. One Health means that there is an interconnection between people, animals, plants, and their shared environments, so it is essential that there is a multisectoral and transdisciplinary collaboration. Animal diseases or negative environmental effects can spill over to people. Dr. Kim Conway explained how people can take the concept of One Health and implement it into actionable steps. Dr. Anne Kjemtrup gave an overview of the various zoonotic diseases she has worked with. A big takeaway from the three speakers is that it is imperative that agencies break down silos and work together because no one profession can know everything.

After the veterinarians, Jack Raney, a West Nile virus (WNV) survivor spoke about his experience and struggles with the disease. It was heartfelt and important to place a face on WNV (and other arthropod-borne) survivors so we can humanize and empathize with them, as well as shedding light on preventative measures and disease mitigation.

Monday afternoon, I attended the symposium focused on vertebrates and arthropods of public health importance in California. In this symposium, I wanted to highlight the presentations given by three of our employees which included Laura Krueger (Vector Ecologist), Anthony Delira (Vector Reduction Coordinator), and Tyler Mehrbrodt (Assistant Vector Ecologist). Laura gave an overview of the District's Flea-borne Typhus program, Anthony spoke about the Vector Reduction Program in a specific case study helping HOA's to reduce and mitigate flea-borne typhus conducive conditions. Tyler presented the District's Tick Surveillance Program and included a video lecture about how to noose lizards and areas of the lizard to search for when looking for nymphal and larval ticks. My favorite presenter in this symposium is Dr. Niamh Quinn who presented her studies regarding anticoagulant rodenticide exposure in live carnivores

(coyotes). She showed that rodenticides can be detected in feces of coyotes as early as 2-7 days, and can remain detected as late as 399 days. An important takeaway of her study showed that even after the start of the California moratorium of anticoagulant rodenticides, coyotes are still exposed to them.

On Tuesday morning, I found a presentation by Anil Singapuri, a researcher from UC Davis, to be interesting and eye opening. He mentioned that some diseases we test for today may have morphed or changed genetically over time from when they were initially tested. Therefore, it is important to sequence diseases periodically and update their testing reagents to ensure we can detect them.

Tuesday afternoon, I sat in the Sterile Insect Technique (SIT) and similar technologies symposium. Many Districts in California have partnered with MosquitoMate to conduct preliminary *Wolbachia* infected male *Aedes aegypti* (WB1) releases in their respective neighborhoods/sites. A few presenters used ion irradiation (x-ray) to sterilize their male *Aedes aegypti*, which is the same technology that our District is using for our SIT pilot project. Overall, the preliminary results show reduction in abundance of these mosquitoes for both technologies in the release areas versus the control (non-release area). Districts are currently siloed, but if California can come together to form a Joint Powers Agreement, maybe Districts can work together statewide to create a SIT program to release sterile male mosquitoes on a large scale, mitigating disease prevalence and biting pressure.

Date: 2/26/26 Signed: Sokanary Sun

Dept Mgr Signature: Amber Semrow Print Name: Sokanary Sun

Orange County
Mosquito and Vector Control District

A Public Health Agency Serving Orange County Since 1947

Conference and Meeting Report

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Staff Name and Title: Tyler Mehrbrodt, Assistant Vector Ecologist

Name of Conference/Event: MVCAC 2026

Date: February 2–3, 2026

Location: Rancho Mirage, CA

I attended the MVCAC Conference in Rancho Mirage on February 2–3, 2026. This year's central theme, One Health, emphasized the interconnectedness of human, animal, and environmental health. The theme was well integrated throughout the conference and contributed to one of the strongest plenary sessions I have attended at MVCAC.

A highlight was the presentation by Dr. Kim Conway of the California Department of Public Health (CDPH) One Health Program. She shared successful One Health initiatives, including coordinated vaccination efforts for dogs and their owners, and introduced a standardized toolkit distributed to agencies statewide. It was encouraging to learn that CDPH now has an established One Health branch supporting collaboration across California. I appreciated the opportunity to speak with Dr. Conway about further integration of One Health principles within local agencies.

I also presented at the Backbone and Biters Symposium alongside Laura Krueger and Anthony De Lira. My presentation focused on updates to the District's tick surveillance program, including expanded regional site selection and development of a standardized metric to improve long-term tracking by location. I also shared a demonstration video on safely capturing lizards to collect immature ticks, which generated positive feedback and follow-up discussions. Laura and Anthony presented on our typhus program, including a case study and best practices, both of which were well received.

The Communications Symposium provided practical guidance on public messaging in today's technology-driven environment. Andrew Pierce of Contra Costa Mosquito and Vector Control delivered an impactful session on being "camera ready." He emphasized the importance of prepared talking points, rehearsal, and maintaining professionalism, particularly given the likelihood of being recorded in the field. His recommendations reinforced the value of strategic communication and media preparedness.

Overall, MVCAC 2026 was an excellent opportunity for professional development, networking, and knowledge sharing. I am grateful for the opportunity to present and to continue strengthening my expertise in vector ecology and disease response.

Date: 2/23/2026 Signed: Tyler Mehrbrodt

Dept Mgr Signature: Amber Semrow Print Name: Tyler Mehrbrodt

Orange County
Mosquito and Vector Control District

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Conference and Meeting Report

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Staff Name and Title: Luan Ngo – Director of Information Technology

Name of Conference/Event: 2026 MVCAC Annual Conference

Date: Feb 3, 2026

Location: Rancho Mirage

For the 2026 Annual Conference for MVCAC, I attended one day at the conference to present at the technology symposium with Tawnia Pett on the topic of "**A Digital Framework for Trustee Oversight and Board Governance**". This was a custom application that we built for the District to help our clerk of the board manage a sizeable board of trustees. Prior to this we were doing things by hand, paper, spreadsheets, and emails. The application helps streamline record keeping and compliance checks to free up Tawnia's time for her other duties. This is just one area of improvement that we have taken to modernize legacy processes and workflows.

During my attendance at the conference, I was able to connect with Tim from UC Davis. He is in charge of Vector Serve, a statewide recognized portal for vector agencies to share data with the state. Tim was sharing some of the up-and-coming initiatives of potentially going mobile application and wanted to bounce ideas with me since we have some ideas and concepts already in the works. I was able to also learn about some great AI initiatives that Robert from Alameda County presented regarding AI driven receptionist that can be trained to answer calls and speak 72 different languages. Through my interaction with Robert offline, it takes quite a bit of trial and error to get right but could be a very exciting option that agencies can leverage once the technology is perfected.

Date: 2/23/2026

Signed: Luan Ngo

Print Name: Luan Ngo

Orange County
Mosquito and Vector Control District

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Conference and Meeting Report

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Staff Name and Title: Sandra Vera, Director of Human Resources

Name of Conference/Event: VECTOR CONTROL JOINT POWERS AGENCY Annual Workshop

Date: 02/25/2026 – 02/27/2026

Location: Santa Cruz, California

I attended the Vector Control Joint Powers Agency 37th Annual Workshop in Santa Cruz, CA from February 25, 2026, to February 27, 2026. The conference offers targeted educational sessions, insights from VCJPA experts, and opportunities to network with colleagues statewide to learn from their experiences. The morning session included an overview of the financial highlights and standing for the organization as well as the member contingency fund.

The afternoon had a very comprehensive overview of the workers' compensation program, this included discussion regarding equity building, a claims overview, excess coverage through Local Agency Workers' Compensation Excess JPA (LAWCX) and CARMA. Other items also covered were the Auto Physical Damage Program, Employment Liability, PRISM Services & Resources, Legal Updates, an overview of the services for 2026/7, state of the insurance market by Alliant, review of group purchased coverages, and a membership satisfaction survey.

A presentation by SimpleTherapy EAP trained therapist/professional focused on building employee engagement, identifying and gauging employee burnout, and providing practical tools to improve morale and create sustained employee engagement across organizations.

The Vector Control Joint Powers Authority (VCJPA) 2025 Service Provider Survey was reviewed, followed by a candid and comprehensive discussion of performance ratings across all major service areas, including administration, financial management, safety and risk control, claims handling (LIAB, APD, PROP), litigation management, EPL, workers' compensation, certificates of coverage, board legal counsel, actuarial services, and independent audit. The discussion highlighted strengths identified areas for improvement, and reinforced the Board's commitment to accountability, transparency, and continuous service improvement for member districts.

This conference provided an opportunity to collaborate with local and statewide special districts to share best practices, discuss emerging trends, and compare organizational challenges. We were able to share insights from our learned experiences and found that many districts are navigating similar struggles, particularly related to personnel matters and workforce management.

Date: 03/04/2026

Signed: Sev

Print Name: Sandra Vera

ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

UPCOMING MEETING CALENDAR

MEETING	LOCATION	DATE
MVCAC Annual Conference	Rancho Mirage, CA	Feb 1-4, 2026
Aquaculture America	Las Vegas, NV	Feb 16-19, 2026
VCJPA Annual Conference	Santa Cruz, CA	Feb 25-27, 2026
MVCAC Legislative Days	Sacramento, CA	Mar 10-11, 2026
AMCA Annual Conference	Portland, OR	Mar 23-27, 2026
CSDA Legislative Days	Sacramento, CA	Apr 7-8, 2026
Municipal Clerk's Conference	Anaheim, CA	Apr 29- May 1, 2026

"This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Orange County Mosquito and Vector Control District at (714-971-2421), during regular business hours, at least twenty-four hours prior to the time of the meeting."

"Materials related to an item on the Agenda submitted after distribution of the agenda packet are available for public inspection in the District Office located at Orange County Mosquito and Vector Control District offices, 13001 Garden Grove Blvd., Garden Grove, CA 92843 during normal business hours."